



W A V E R L E Y
COUNCIL

COUNCIL MEETING

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

7.00 PM, TUESDAY 10 DECEMBER 2019

A handwritten signature in grey ink, appearing to read 'R. B. McLeod'.

Ross McLeod
General Manager

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Live Streaming of Meetings

This meeting is streamed live via the internet and an audio-visual recording of the meeting will be publicly available on Council's website.

By attending this meeting, you consent to your image and/or voice being live streamed and publicly available.

AGENDA

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The General Manager will read the following Opening Prayer:

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.

The Mayor will read the following Acknowledgement of Indigenous Heritage:

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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OBITUARIES CM/3/19.12

Subject: Obituaries

Author: Ross McLeod, General Manager



The Mayor will ask Councillors for any obituaries.

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

CONFIRMATION AND ADOPTION OF MINUTES CM/5.1/19.12



Subject: Confirmation of Minutes - Council Meeting - 19 November 2019

TRIM No: SF19/325

Author: Richard Coelho, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That the minutes of the Council Meeting held on 19 November 2019 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 - 19 November 2019



**MINUTES OF THE WAVERLEY COUNCIL MEETING
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON
TUESDAY, 19 NOVEMBER 2019**

Present:

Councillor Paula Masselos (Mayor) (Chair)	Lawson Ward
Councillor Elaine Keenan (Deputy Mayor)	Lawson Ward
Councillor Sally Betts	Hunter Ward
Councillor Angela Burrill	Lawson Ward
Councillor George Copeland	Waverley Ward
Councillor Leon Goltsman	Bondi Ward
Councillor Tony Kay	Waverley Ward
Councillor Steven Lewis	Hunter Ward
Councillor Will Nemesh	Hunter Ward
Councillor John Wakefield	Bondi Ward
Councillor Dominic Wy Kanak	Bondi Ward

Staff in attendance:

Ross McLeod	General Manager
John Clark	Director, Customer Service and Organisation Improvement
Peter Monks	Director, Planning, Environment and Regulatory
Emily Scott	Director, Community, Assets and Operations
Karen Mobbs	General Counsel
Darren Smith	Chief Financial Officer
Jane Worthy	Internal Ombudsman

At the commencement of proceedings at 7.00 pm, those present were as listed above.

At 11.11 pm, Cr Burrill left the meeting and did not return.

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The General Manager read the following Opening Prayer:

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.

The Mayor read the following Acknowledgement of Indigenous Heritage:

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

Apologies were received and accepted from Cr O'Neill.

2. Declarations of Pecuniary and Non-Pecuniary Interests

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

- 2.1 Cr Copeland declared a pecuniary interest in Item CM/8.1/19.11 – Bondi Pavilion – Promotion as a Community and Cultural Centre, and informed the meeting that he works part-time at the Pavilion.
- 2.2 Cr Copeland declared a pecuniary interest in Item CM/8.4/19.11 – Bondi Pavilion – Summer Daze Celebration – Cultural Activation, and informed the meeting that he works part-time at the Pavilion.
- 2.3 Cr Copeland declared a pecuniary interest in Item CM/8.5/19.11 – Bondi Pavilion – Community Information Updates, and informed the meeting that he works part-time at the Pavilion.
- 2.4 Cr Betts declared a significant non-pecuniary interest in Item CM/7.7/19.11 – Community Grants – Strategy, Policy and Revised Guidelines, and informed the meeting that she is on the board of WAYS, and will leave the Chamber for the consideration and vote on this item.

3. Obituaries

Dan Hutton

Russell King

John Gregory Charles Parnell (also known as John Ross and 'The General')

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

4. Addresses by Members of the Public

- 4.1 L Bray – CM/7.11/19.11 – Alcohol Free Zones and Alcohol Prohibited Areas.
- 4.2 G Sheehy – CM/8.10/19.11 – Barracluff Avenue and Rickard Avenue, Bondi Beach – Closure and Traffic Calming Options.
- 4.3 Y Super – CM/8.6/19.11 – Bondi Road, Bondi – Pedestrian Safety.
- 4.4 L Coleman – CM/8.10/19.11 – Barracluff Avenue and Rickard Avenue, Bondi Beach – Closure and Traffic Calming Options.

5. Confirmation and Adoption of Minutes**CM/5.1/19.11 Confirmation of Minutes - Council Meeting - 10 October 2019 (SF19/325)****MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos
Seconder: Cr Keenan

That the minutes of the Council Meeting held on 10 October 2019 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

CM/5.2/19.11 Confirmation of Minutes - Extraordinary Council Meeting - 17 October 2019 (SF19/325)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos
Seconder: Cr Keenan

That the minutes of the Extraordinary Council Meeting held on 17 October 2019 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

CM/5.3/19.11 Adoption of Minutes - Waverley Traffic Committee Meeting - 24 October 2019 (SF19/328)**MOTION / DECISION**

Mover: Cr Masselos
Seconder: Cr Kay

That Part 1 of the minutes of the Waverley Traffic Committee Meeting held on 24 October 2019 be received and noted, and that the recommendations contained therein be adopted.

Save and except the following:

1. TC/C.03/19.10 – Macpherson Street, Waverley – Pedestrian Refuge Island at Roundabout.

And that this item be dealt with separately below.

**CM/5.3.1/19.11 Macpherson Street, Waverley - Pedestrian Refuge Island at Roundabout
(A03/0042-04)**

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos
Seconder: Cr Keenan

That:

1. Option A is supported with the following amendments to the proposed design:
 - (a) The existing traffic splitter island on Macpherson Street east be reconstructed to incorporate a pedestrian refuge that is located 16 m from the intersection.
 - (b) The traffic splitter island incorporates landscaping.
 - (c) The temporary fence to limit unsafe pedestrian paths be reduced in length along Albion Street to the north of the intersection to be approximately 7 m from the holding line on the southbound lane of Albion Street approach so as not to limit opportunities for pedestrians to cross Albion Street.
 - (d) Landscaping of the area on the north-east corner of Albion Street and Macpherson Street to the west of the existing stone garden edge and no more than 7 m to the north of the holding line on the southbound approach of Albion Street be installed to both beautify the intersection and limit unsafe pedestrian movement.
 - (e) The temporary fence be removed approximately 12 months after the establishment of the landscaping.
2. Funding for Option A above be sourced through the Q2 budget review.
3. Council notes that the Charing Cross traffic study will be extended to include the intersections of:
 - (a) Macpherson Street and Leichardt Street.
 - (b) Leichardt Street and Bronte Road.
 - (c) Macpherson Street and Albion Street.
 - (d) Albion Street and Bronte Road.

6. Mayoral Minutes

CM/6.1/19.11 Drought Assistance (A18/0716)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

That:

1. Alongside other SSROC members, Council donates \$10,000 to the drought aid effort via the NSW Farmers Association's Drought Relief Fund.
2. The donation be funded from Council's civic support budgets.

Background

The drought continues to deepen in regional and rural NSW. Twelve months ago it was hitting the headlines with gusto and the situation has not improved, with many areas of the State suffering through a failed winter season.

The images of dust-blown and brown paddocks, emaciated livestock and the severe bushfires that continue to ravage parts of the State are the visible manifestations of this deepening crisis. But it is the less visible, less obvious effects whose impacts will be long-lasting on our country cousins.

Depression, anxiety, suicide, family breakdowns, closures of businesses and worsening economic conditions are all very real, critical and debilitating impacts of the drought, which by and large go unnoticed or unseen. They threaten, however, the very fabric that knits these communities and these regions together.

And it is these communities that provide much of the food and fibre that Australia relies upon, either to feed and clothe ourselves, or to shore up our economy through exports. At our most basic level of survival, we rely on these communities; it is the product of their blood, sweat and tears that creates the foundation upon which our society is built. Without this, the rest of society would fracture, crumble and collapse.

From our positions in Sydney, it is difficult to conceive of the enormity of the scale of the crisis gripping the country; equally, it is difficult to know how we can be of assistance, or whether anything we do will actually have an impact. But what I am confident in is that our collective effort will have greater impact than the sum of our parts.

SSROC Councils have supported the concept that each of the member councils donates \$10,000 to as drought aid via the NSW Farmers Association's Drought Relief Fund.

This fund partners with the Salvation Army to provide and distribute \$100 IGA gift cards to farmers to assist them with buying everyday essentials and groceries, as well as providing a shot in the arm for their local economies.

It is my hope that, as well as the financial assistance, such an initiative will carry with it a message that country communities are not in this fight alone, that they know we're here and we're supporting them in their time of need.

CM/6.2/19.11 Festive Lights - Community Initiative (A18/0548)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

That Council promotes a community initiative to encourage residents to get into the festive spirit, decorate their homes and showcase their community spirit on social media.

Background

Many homes within the Waverley community decorate their homes with festive lights to celebrate the festive period of Christmas and Chanukah. This spontaneous community response enlivens our residential streets and creates wonder, joy and excitement for many in our community. These initiatives should be celebrated and acknowledged. The purpose of this motion is to recognise what is already taking place in our community and encourage more residents to celebrate the festive period with lighting displays to decorate their homes.

This can be promoted by way of social media posts on the Waverley website, Facebook, Twitter, Mayoral Column and promotion in the Waverley Weekly newsletter.

We can also encourage residents to use a hashtag (e.g. #WaverleyGetsFestive) so we can follow what images are published and then reshare the ones that we think are best. We could also ask followers and the community generally to nominate the best display, although the focus is more on the collective Waverley spirit.

I am also aware of streets in the Waverley area (specifically Avoca Street, Bondi) that are known for their festive lighting, so we can also acknowledge (via photos) these residents' work over numerous years in making Waverley a welcoming and friendly community.

This initiative has no budgetary implications other than some resourcing support from the Communications and Economic Development teams.

CM/6.3/19.11 United Nations Human Rights Day (A19/0767)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

That Council:

1. Marks United Nations International Human Rights Day 2019.
2. Officers investigate and implement appropriate options for celebrating Human Rights Day including:
 - (a) Focusing on Council's Reconciliation Action Plan (RAP).
 - (b) Issuing a press release about Human Rights Day referencing the RAP.
3. Funds such options from existing budgets, if necessary.

Background

10 December is the anniversary of the adoption by the United Nations (UN) of the Universal Declaration of Human Rights (UDHR). The UDHR sets out a certain set of rights that are the basic and minimum set of human rights for all citizens.

Setting aside a day to commemorate, educate and reflect on the principles that form the UDHR means celebrating the rights we exercise everyday as Australians, and acknowledging that enjoying those rights carries with it the responsibility of promoting these rights for all people.

Things that many of us take for granted—such as the right to an education, the right to receive medical care and the freedom to practise our chosen religion—are not equally available to all Australians and people in other parts of the world.

Many individuals and communities will be commemorating and celebrating 10 December and pledging a commitment to maintain and improve people's human rights wherever possible.

See <<https://www.humanrights.gov.au/our-work/education/publications/commemorate-human-rights-day-rightsed>>.

CM/6.4/19.11 Sculpture by the Sea and Marks Park Rehabilitation (A19/0768)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

That Council:

1. Supports, in principle, the Sculpture by the Sea proposal for additional landscaping works at Marks Park headland, including regrading adjacent to the ridgeline path, to maximise the sculpture placement potential for future events.
2. Officers prepare a design schema for the intended landscaping works and action its public exhibition prior to the Q2 budget amendment for Council approval in February to undertake these works.
3. Authorises, upon execution of a five-year licence agreement no later than 2 March 2020, to hold Sculpture by the Sea in Waverley, Council officers to undertake the additional landscaping works referred to in clause 1 above.
4. Defers any major post-Sculpture-by-the-Sea restoration works to coincide with these proposed additional landscaping works to minimise park closures and disruptions to residents.

Background

Sculpture by the Sea is a sculpture exhibition that takes place over 18 days from the end of October each year. The event has been running since 1997 and is categorised by the NSW Department of Premier and Cabinet as a Category B Hallmark Event. Sculptures are installed in Marks Park and along the Coastal Walk from Bondi Beach to Tamarama Beach.

Over the past several months, Council officers have been working with Sculpture by the Sea to develop a licence agreement that supports the operative provisions of the event. On 16 July 2019, Council endorsed the draft agreement and authorised the General Manager to finalise negotiations and execute the agreement, which occurred in October 2019. Additionally, Council resolved to offer Sculpture by the Sea a further five-year licence with an option for a further five years.

On 11 November, following this year's event, I met with Sculpture by the Sea representatives at Marks Park to discuss options for landscaping in the park at the headland, including regrading the area adjacent to the ridgeline path, that could improve the event in future years.

Council officers who attended the meeting advised that the proposed works can be undertaken before the 2020 event and that they would improve the layout and usage of the park. An adjustment to the 2019–20 budget is required in the Q2 budget review.

While relationships between Council and Sculpture by the Sea have been strained over the past few months, last week's meeting was positive, and Sculpture by the Sea has today provided a letter of intent to stage the event in Bondi in 2020, and for the following four years with an option to extend for a further five years. The letter outlines other matters that they are seeking assurance on regarding consultation on changes to the Coastal Walk and Marks Park, and elements of the licence agreement that can be addressed through negotiations on a new agreement.

Crs Goltsman and Wakefield were not present for the vote on this item.

7. Reports

CM/7.1/19.11 Annual Report 2018-19 (A19/0365)

MOTION / DECISION

Mover: Cr Masselos

Seconder: Cr Burrill

That Council endorses the Annual Report 2018–19 attached to this report

Crs Goltsman and Wakefield were not present for the consideration and vote on this item.

CM/7.2/19.11 Audited 2018–19 Financial Statements (A19/0124)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Keenan

That Council:

1. In accordance with section 418 of the *Local Government Act*, receives and notes the Auditor's Report on the 2018–19 Annual Financial Statements (including General and Special Purpose Financial Statements and Special Schedules).
2. Refers any public submissions on the 2018–19 Annual Financial Statements (including General and Special Purpose Financial Statements and Special Schedules) to Council's auditor, the NSW Auditor-General.
3. Adopts the audited 2018–19 Annual Financial Statements (including General and Special Purpose Financial Statements and Special Schedules).

Crs Goltsman and Wakefield were not present for the consideration and vote on this item.

CM/7.3/19.11 Q1 Budget Review - September 2019 (A03/0346)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Keenan

That Council:

1. Notes that the Chief Financial Officer, as the responsible accounting officer, advises that the projected financial position of Council is satisfactory.
2. Adopts the variations to the 2019–20 Operating and Capital budgets in accordance with Attachments 1, 2 and 3 to this report.
3. Officers report back to Council urgently on recommended fee increases for Early Education Centre services to ensure that fees recover the true cost of services.

CM/7.4/19.11 Investment Portfolio Report - October 2019 (A03/2211)**MOTION / UNANIMOUS DECISION**

Mover: Cr Lewis
Seconder: Cr Copeland

That Council:

1. Receives and notes the Investment Summary Report for October 2019 attached to this report.
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.

Crs Goltsman and Wakefield were not present for the consideration and vote on this item.

CM/7.5/19.11 Schedule of Meeting Dates for Council and its Standing Committees (A04/1869)**MOTION / DECISION**

Mover: Cr Masselos
Seconder: Cr Keenan

That Council adopts the 2020 Schedule of Meeting Dates for Council and its Standing Committees attached to this report.

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

CM/7.6/19.11 Annual Code of Conduct Complaints Statistics (SF17/2821)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos
Seconder: Cr Wy Kanak

That Council receives and notes the annual report on code of conduct complaints about Councillors and the General Manager for 2018–2019 attached to this report.

CM/7.7/19.11 Community Grants - Strategy, Policy and Revised Guidelines (A19/0373)

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

MOTION / UNANIMOUS DECISION

Mover: Cr Lewis
Seconder: Cr Wy Kanak

That Council:

1. Publicly exhibits the Community Grants Policy attached to this report (Attachment 2).
2. Adopts the Community Services and Cultural Programs Grants Guidelines attached to this report (Attachment 3).

3. Notes that the Social Sustainability Strategy under development will provide further guidance for Council and Waverley's community on the type of projects/activities for which funding could be sought.

CM/7.8/19.11 Campbell Parade Mosaics - Deaccessioning (A05/0416)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Keenan

That Council deaccessions the mosaic furniture items previously removed from the footpath of Campbell Parade, Bondi Beach and returns them to the artist, Helen Bodycomb.

CM/7.9/19.11 Bondi Mermaids - 60th Anniversary (A17/0659)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Keenan

That Council:

1. Re-orders the sites in the Public Art Master Plan to bring forward Site 10 – Bondi Park to Site 5.
2. Holds a Mermaid Festival at Bondi Beach, Bondi Pavilion and Waverley Library in April 2020 and authorises staff to develop the programming based on Option 2 outlined in this report.

CM/7.10/19.11 Waverley Artist Studios - Appointments - February 2020–January 2021 (A18/0142)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Keenan

That Council:

1. Offers the following artists a placement in the Waverley Artist Studios for the period February 2020–January 2021:
 - (a) Kirra Weingarth.
 - (b) Laura Jade.
 - (c) Cameron Stead.
 - (d) Julia Gutman.
 - (e) Carolyn Craig.
2. Offers the following artists a reserve placement in the Waverley Artist Studios for the period February 2020–January 2021:

- (a) Chris Dolman.
- (b) Madeline Preston.
- (c) Sarah Rodigari.
- (d) Nadia Odlum.
- (e) Greg Semu.

CM/7.11/19.11 Alcohol Free Zones and Alcohol Prohibited Areas (A03/0099)

MOTION

Mover: Cr Lewis
Seconder: Cr Copeland

That Council:

1. Notes the results of the consultation carried out in relation to the proposed easing of alcohol restrictions for a trial period at Bronte Park (including Bronte Gully) and Bondi Park from 1 December 2019 to the 30 March 2020 (inclusive) between 7 pm and 12 noon, seven days a week, including the views of the Police Area Commander.
2. In accordance with section 632A(4) of the *Local Government Act 1993*, declares Alcohol Prohibited Areas at:
 - (a) Bondi Beach, Bondi Park, Biddigal Reserve, Ray O’Keefe Reserve, Boundi Reserve and Hunter Park, as indicated in the map attached to this report (Attachment 1).
 - (b) Clementson Park and Eora Park, Bondi Junction, as indicated in the map attached to this report (Attachment 2).
 - (c) Bronte Beach, Bronte Park (including Bronte Gully), Tamarama Beach and Tamarama Park, as indicated in the map attached to this report (Attachment 3).
3. Authorises the Director, Planning, Environment and Regulatory, to complete the necessary post re-establishment statutory notification in accordance with the Local Government Act 1993.
4. Notes that, in accordance with resolution CM/7.6/19.10, Alcohol Free Zone signage in Bondi Junction and Bondi Beach has been updated to reflect the re-establishment of Alcohol Free Zones in those locations for a four-year period from 1 November 2019.

AMENDMENT 1 (WITHDRAWN)

Mover: Cr Kay
Seconder: Cr Burrill

That the Motion be adopted subject to the addition of the following clause:

‘Officers prepare minutes of the consultative meetings at the beginning of the summer period between Council and the NSW Police for confidential distribution to all Councillors as soon as the minutes become available.’

THE MOVER OF THE MOTION THEN ACCEPTED THE ADDITION OF A NEW CLAUSE 5 SUCH THAT THE MOTION NOW READS AS FOLLOWS:

That Council:

1. Notes the results of the consultation carried out in relation to the proposed easing of alcohol restrictions for a trial period at Bronte Park (including Bronte Gully) and Bondi Park from 1 December 2019 to the 30 March 2020 (inclusive) between 7 pm and 12 noon, seven days a week, including the views of the Police Area Commander.
2. In accordance with section 632A(4) of the *Local Government Act 1993*, declares Alcohol Prohibited Areas at:
 - (a) Bondi Beach, Bondi Park, Biddigal Reserve, Ray O’Keefe Reserve, Boundi Reserve and Hunter Park, as indicated in the map attached to this report (Attachment 1).
 - (b) Clementson Park and Eora Park, Bondi Junction, as indicated in the map attached to this report (Attachment 2).
 - (c) Bronte Beach, Bronte Park (including Bronte Gully), Tamarama Beach and Tamarama Park, as indicated in the map attached to this report (Attachment 3).
3. Authorises the Director, Planning, Environment and Regulatory, to complete the necessary post re-establishment statutory notification in accordance with the Local Government Act 1993.
4. Notes that, in accordance with resolution CM/7.6/19.10, Alcohol Free Zone signage in Bondi Junction and Bondi Beach has been updated to reflect the re-establishment of Alcohol Free Zones in those locations for a four-year period from 1 November 2019.
5. Officers prepare minutes of the consultative meetings at the beginning of the summer period between Council and the NSW Police for confidential distribution to all Councillors, subject to the approval of NSW Police, as soon as the minutes become available.

AMENDMENT 2

Mover: Cr Goltsman

Seconder: Cr Kay

That the Motion be adopted subject to the addition of the following clause:

‘Notes that the NSW Police strongly opposes the alcohol consumption trial, and any changes to the time or boundary of existing Alcohol Prohibited Area (APAs), as indicated in its letter to Council’s General Manager on 1 October 2019 attached to the Council report of 10 October 2019 (on pages 126–128 of the agenda).’

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Betts, Burrill, Goltsman, Kay and Nemesh.

Against the Amendment: Crs Copeland, Keenan, Lewis, Masselos, Wakefield and Wy Kanak.

THE MOVER OF THE MOTION THEN ACCEPTED THE ADDITION OF A NEW CLAUSE 6 SUCH THAT THE MOTION NOW READS AS FOLLOWS:

That Council:

1. Notes the results of the consultation carried out in relation to the proposed easing of alcohol

restrictions for a trial period at Bronte Park (including Bronte Gully) and Bondi Park, From 1 December 2019 to the 30 March 2020 (inclusive) between 7pm and 12 noon, seven days a week, including the views of the Police Area Commander.

2. In accordance with section 632A(4) of the *Local Government Act 1993*, declares Alcohol Prohibited Areas at:
 - (a) Bondi Beach, Bondi Park, Biddigal Reserve, Ray O'Keefe Reserve, Boundi Reserve and Hunter Park, as indicated in the map attached to this report (Attachment 1).
 - (b) Clementson Park and Eora Park, Bondi Junction, as indicated in the map attached to this report (Attachment 2).
 - (c) Bronte Beach, Bronte Park (including Bronte Gully), Tamarama Beach and Tamarama Park, as indicated in the map attached to this report (Attachment 3).
3. Authorises the Director, Planning, Environment and Regulatory, to complete the necessary post re-establishment statutory notification in accordance with the Local Government Act 1993.
4. Notes that, in accordance with resolution CM/7.6/19.10, Alcohol Free Zone signage in Bondi Junction and Bondi Beach has been updated to reflect the re-establishment of Alcohol Free Zones in those locations for a four-year period from 1 November 2019.
5. Officers prepare minutes of the consultative meetings at the beginning of the summer period between Council and the NSW Police for confidential distribution to all Councillors, subject to the approval of NSW Police, as soon as the minutes become available.
6. Notes that section 632A(8) of the *Local Government Act 1993* states that 'An alcohol prohibited area cannot be established without the approval of the Police Area Commander or Police District Commander for the area or district in which the proposed alcohol prohibited area is situated.'

AMENDMENT 3

Mover: Cr Goltsman

Seconder: Cr Kay

That the Motion be adopted subject to the addition of the following clause:

'Further notes that, by the 17 October 2019 Extraordinary Council meeting item CM/4.1/19.10E, to rescind the 10 October 2019 Council resolution item CM/7.6/19.10, consultation had already occurred with the NSW Police, Council Rangers, Council's Lifeguards, Bondi, Bronte and North Bondi Surf Clubs, precincts and the Bondi Chamber of Commerce to determine their support or rejection of an alcohol consumption trial, and determined that there was general objection to the trial on the grounds of community risk, safety and amenity. The rescission motion was lost.'

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Betts, Burrill, Goltsman, Kay and Nemesh.

Against the Amendment: Crs Copeland, Keenan, Lewis, Masselos, Wakefield and Wy Kanak.

THE MOTION WAS THEN PUT AND DECLARED CARRIED UNANIMOUSLY.

UNANIMOUS DECISION:

That Council:

1. Notes the results of the consultation carried out in relation to the proposed easing of alcohol restrictions for a trial period at Bronte Park (including Bronte Gully) and Bondi Park, From 1 December 2019 to the 30 March 2020 (inclusive) between 7pm and 12 noon, seven days a week, including the views of the Police Area Commander.
2. In accordance with section 632A(4) of the *Local Government Act 1993*, declares Alcohol Prohibited Areas at:
 - (a) Bondi Beach, Bondi Park, Biddigal Reserve, Ray O’Keefe Reserve, Boundi Reserve and Hunter Park, as indicated in the map attached to this report (Attachment 1).
 - (b) Clementson Park and Eora Park, Bondi Junction, as indicated in the map attached to this report (Attachment 2).
 - (c) Bronte Beach, Bronte Park (including Bronte Gully), Tamarama Beach and Tamarama Park, as indicated in the map attached to this report (Attachment 3).
3. Authorises the Director, Planning, Environment and Regulatory, to complete the necessary post re-establishment statutory notification in accordance with the Local Government Act 1993.
4. Notes that, in accordance with resolution CM/7.6/19.10, Alcohol Free Zone signage in Bondi Junction and Bondi Beach has been updated to reflect the re-establishment of Alcohol Free Zones in those locations for a four-year period from 1 November 2019.
5. Officers prepare minutes of the consultative meetings at the beginning of the summer period between Council and the NSW Police for confidential distribution to all Councillors, subject to the approval of NSW Police, as soon as the minutes become available.
6. Notes that section 632A (8) of the *Local Government Act 1993* states ‘An alcohol prohibited area cannot be established without the approval of the Police Area Commander or Police District Commander for the area or district in which the proposed alcohol prohibited area is situated.’

L Bray addressed the meeting.

CM/7.12/19.11 Illegally Dumped Waste - Removal and Investigation (A06/1732)

MOTION / UNANIMOUS DECISION

Mover: Cr Lewis
Seconder: Cr Copeland

That Council:

1. Notes the success of the 12-month illegal dumping removal program in removing illegally dumped material within two business days.
2. Continues the trial illegal dumping removal program within the Cleansing team for the remaining financial year, with funding to be provided from the Domestic Waste Charge.
3. Considers making the illegal dumping program permanent as part of the 2020–21 budget planning process.

CM/7.13/19.11 Sydney Football Stadium - Judicial Review Proceedings and Costs (A03/0943)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wy Kanak

Seconder: Cr Keenan

That Council:

1. Receives and notes this report on the costs associated with Council's judicial review proceedings on the Sydney Football Stadium development consent matter.
2. Notes that Council's legal costs totalled \$141,568.95 plus an additional \$15,000 of estimated staff time, totalling \$156,568.
3. Further notes that a justice of the Land and Environment Court of NSW acknowledged in her judgement that the proceedings were brought in the public interest by Council.

*Cr Kay was not present for the vote on this item.***CM/7.14/19.11 Coastal Risk Management - Diamond Bay Reserve and Coastal Cliff Edges (A19/0573)****MOTION / UNANIMOUS DECISION**

Mover: Cr Lewis

Seconder: Cr Keenan

That Council:

1. Receives and notes the current status of actions to improve safety along the coastal cliff edge outlined in this report.
2. Undertakes remediation works on the Diamond Bay and Eastern Avenue boardwalks as per condition assessment findings, noting cost estimates outlined in this report, with works to be funded from the SAMP reserve.
3. Proceeds to the design stage of reconstructing the Diamond Bay Reserve and Eastern Avenue boardwalks, noting cost estimates outlined in this report, with works to be funded in the 2020–21 capital works program.
4. Includes the possibility of a viewing platform as part of the design of the reconstructed boardwalk.
5. Does not install CCTV cameras at Diamond Bay Reserve at this stage until the final design is completed.
6. Acknowledges the heritage significance of the existing stone archway, wall and steps at Diamond Bay Reserve, and commences proceedings to heritage list them in order to protect and maintain these items as part of any future design and works.

CM/7.15/19.11 Coastal Risk Assessment - Procurement (SF19/1750)**MOTION / UNANIMOUS DECISION**

Mover: Cr Lewis
Seconder: Cr Keenan

That Council enters into contract with Centium Group Pty Ltd for the supply of consultancy services for a risk assessment and analysis of best-practice management for coastline areas in the local government area for the sum of \$52,635 (including GST).

CM/7.16/19.11 South Bronte Community Centre and Amenities - Community Consultation (A14/0508)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos
Seconder: Cr Keenan

That Council:

1. Receives and notes the summary of community feedback attached to this report (Attachment 1).
2. Endorses the concept design for the South Bronte Community Centre and Amenities project attached to this report (Attachment 2).
3. Proceeds to detailed design and lodges a development application.
4. Due to the amount of the construction underway and planned at Bronte, defers construction of the South Bronte Community Centre and Amenities project until completion of the Bronte Surf Club and Community Facilities project.
5. Undertakes a refresh of the South Bronte Amenities including new fixtures, fittings, tiling and painting in winter 2020.

CM/7.17/19.11 Bronte Beach Village Upgrade - Café Footpath Seating - Financial Assistance (A16/0755)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos
Seconder: Cr Keenan

That Council, under section 356 of the *Local Government Act 1993*, provides a total of \$3,126.84 (excluding GST) in financial assistance to the Bronte Beach cafés affected by footpath works, as set out in this report.

CM/7.18/19.11 Tender Evaluation - Living Turf (SF19/2142)**MOTION / UNANIMOUS DECISION**

Mover: Cr Lewis
Seconder: Cr Copeland

That Council:

1. Treats the Tender Evaluation Matrix and schedule of rates attached to this report as confidential in

accordance with section 11(3) of the *Local Government Act 1993*, as the attachments relate to a matter specified in section 10A (2)(d)(i) of the *Local Government Act 1993*. The attachments contain commercial information of a confidential nature that would, if disclosed, prejudice the commercial position of the person(s) who supplied it.

2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts Green Options as the preferred tenderer for the supply and installation of living turf, as per the schedule of rates attached to this report.
3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with Green Options for one year and 10 months, with a one-year option.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

8. Notices of Motions

CM/8.1/19.11 Bondi Pavilion - Promotion as a Community and Cultural Centre (A15/0272)

Cr Copeland declared a pecuniary interest in this item, and informed the meeting that he works part-time at the Pavilion. Cr Copeland was not present at, or in sight of, the meeting for the consideration and vote on this item.

MOTION / UNANIMOUS DECISION

Mover: Cr Wy Kanak
Seconder: Cr Keenan

That Council:

1. Investigates the creation of a standalone website for the Bondi Pavilion.
2. Investigates the creation of a social media account for the Pavilion, including on Instagram and Facebook.
3. Considers other means of promoting community events at the Pavilion, such as electronic noticeboards close to the Pavilion, along Campbell Parade and at the start of Syd Einfeld Drive and other entry points to Bondi.
4. Investigates the allocation of a budget for the creation, maintenance and promotion of the Pavilion's social media.
5. Notes that the General Manager will be carrying out work examining options for the optimal management of the Bondi Pavilion.
6. Investigates, as part of the work outlined in clause 5, the best approaches, as part of a broader communication strategy, for online promotion of the Bondi Pavilion, including whether it should have its own standalone website and social media accounts, including on Instagram and Facebook.
7. Considers, as part of the work outlined in clause 5, whether Council should be considering promoting community events at the Bondi Pavilion, means for doing so (such as electronic noticeboards close to Bondi Pavilion, along Campbell Parade and at the start of the Syd Enfield Drive and other entry points to Bondi) and what the resourcing and funding policy implications of providing such a service to community events and their promoters would be.

8. Asks the General Manager to consider the best staffing and resourcing arrangements, including staff accommodation/location issues, for any online and social media activity related to Bondi Pavilion as part of the work outlined in clause 5 above.
9. Asks the General Manager to report back to Council on the above matters, with the report to include budget implications for the proposed activities relating to online and social media promotion of Bondi Pavilion.

CM/8.2/19.11 Boat Trailer Parking (A17/0135)

MOTION / UNANIMOUS DECISION

Mover: Cr Nemesh

Seconder: Cr Betts

That:

1. Council notes the concern of residents east of South Head Cemetery have expressed in relation to boat and trailer parking.
2. Council installs 'No Boat Parking on Street' signage at the intersections of:
 - (a) Old South Head Road and Burge Street.
 - (b) Old South Head Road and Young Street.
3. The cost of installation is to be allocated from the signage budget.
4. The signage is to be the same or similar to signage already installed in Portland Street, Dover Heights

CM/8.3/19.11 Alcohol Free Zones and Alcohol Prohibited Areas - Improving Community Safety and Amenity (A03/0099)

At 11.11 pm, during the consideration of this item, Cr Burrill left the meeting and did not return.

MOTION

Mover: Cr Kay

Seconder: Cr Goltsman

That Council:

1. Increases Council Ranger patrols and personnel in our Alcohol Free Zones and Alcohol Prohibited Areas as per our existing practice during the summer season to:
 - (a) More effectively enforce the restrictions.
 - (b) Improve the monitoring of people's anti-social behaviour.
 - (c) Better educate visitors on the alcohol restrictions.
 - (d) Increase contact with the NSW Police.

- (e) Improve community safety and amenity overall.
2. Organises regular family-friendly activities, such as bouncing castles, a mobile library and surf demonstrations, in Biddigal Reserve and Tamarama Park, subject to budget availability.
 3. Prepares a debriefing report for the April 2020 Council meeting that summaries Council's actions, and those of the NSW Police, during the summer season within Council's Alcohol Free Zones and Alcohol Prohibited Areas, including incidents of anti-social behaviour in and within the vicinity of licenced premises in Council's Alcohol Free Zones and Alcohol Prohibited Areas, and recommendations for the 2020–21 summer period.

AT THIS STAGE IN THE PROCEEDINGS, CR KAY MOVED A PROCEDURAL MOTION THAT THE MOTION BE NOW PUT.

THE PROCEDURAL MOTION WAS PUT AND DECLARED LOST.

FORESHADOWED MOTION

Mover: Cr Wakefield

That Council receives a report at the February 2020 Council meeting detailing:

1. Council's resourcing and responses to anti-social behaviour and alcohol-related issues within Council's Alcohol Free Zones and Alcohol Prohibited Areas, including incidents of anti-social behaviour in and within the vicinity of licenced premises in Council's Alcohol Free Zones and Alcohol Prohibited Areas.
2. Any recommendations for improvements in Council's responses or other actions, including organising regular family-friendly activities such as bouncing castles, a mobile library and surf demonstrations in Biddigal Reserve and Tamarama Park, subject to budget availability.

AT THIS STAGE IN THE PROCEEDINGS, THE FOLLOWING PROCEDURAL MOTION WAS MOVED BY CR WAKEFIELD AND SECONDED BY CR LEWIS:

That debate on this matter be adjourned to the December Council meeting to enable Council to receive further information.

THE PROCEDURAL MOTION WAS PUT AND DECLARED CARRIED ON THE CASTING VOTE OF THE CHAIR.

Division

For the Procedural Motion: Crs Copeland, Keenan, Lewis, Masselos and Wakefield.

Against the Procedural Motion: Crs Betts, Goltsman, Kay, Nemesh and Wy Kanak.

Cr Burrill was not present for the vote on the procedural motion.

CM/8.4/19.11 Bondi Pavilion - Summer Daze Celebration - Cultural Activation (A19/0721)

Cr Copeland declared a pecuniary interest in this item, and informed the meeting that he works part-time at the Pavilion. Cr Copeland was not present at, or in sight of, the meeting for the consideration and vote on this item.

MOTION / UNANIMOUS DECISION

Mover: Cr Wy Kanak
Seconder: Cr Keenan

That:

1. Council considers a series of four events for six hours each, one in February, March, April and May 2020, to:
 - (a) Encourage, showcase and promote local talent, especially imaginatively-themed events such as young local bands, 80s, Latin, jazz, indie, contemporary folk, smooth electronic, sea shanty session etc. as part of the events.
 - (b) Provide an opportunity to inform the community of the progress of the restoration of the building through posters, flyers and staff interaction.
 - (c) Activate the Pavilion balcony as a relaxing venue to spend a summer afternoon.
2. Funding for the program is to be recouped from proceeds from the bar and any shortfall be met in whole, or part, through the cultural program budget, or any applicable grants.
3. The summer program be promoted via Council's social media, website, facilities such as the Library and Customer Service Centre, posters outside the Pavilion and in the forecourt, and through a variety of community group newsletters and other communications strategies.
4. Council provides the artists with access to the in-house resident public address system.

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

CM/8.5/19.11 Bondi Pavilion - Community Information Updates (A15/0272)

Cr Copeland declared a pecuniary interest in this item, and informed the meeting that he works part-time at the Pavilion. Cr Copeland was not present at, or in sight of, the meeting for the consideration and vote on this item.

MOTION / DECISION

Mover: Cr Wy Kanak
Seconder: Cr Keenan

That Council:

1. Notes that the development application for the restoration of Bondi Pavilion will be determined in the next several weeks.
2. Marks this event with an extensive community information update through the printing of flyers, posters, photos and plans, together with increased social media and media releases, that contain 'the story so far' current situation and the plans for the future of the Pavilion, which can be handed out to the community.

3. Considers having a stall at Bondi Markets once a month in February, March, April and May 2020 to update the community on the progress of the Pavilion.
4. Provides funding for this project from the Bondi Pavilion capital expenditure budget.
5. Takes any other action necessary that will inform the community of the progress of the restoration of the Pavilion.

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

CM/8.6/19.11 Bondi Road, Bondi - Pedestrian Safety (A03/0042-04)

MOTION / UNANIMOUS DECISION

Mover: Cr Lewis
Seconder: Cr Copeland

That Council lobbies the State Members for both Vacluse and Coogee, the Minister for Transport and Roads and Maritime Services for a safer pedestrian crossing to be installed on Bondi Road between Wellington Street and Denham Street to help facilitate a safer crossing for pedestrians.

Y Super addressed the meeting.

CM/8.7/19.11 Birrell Street, Tamarama - Resident Parking Scheme (A02/0638)

MOTION

Mover: Cr Lewis
Seconder: Cr Copeland

That Council:

1. Notes that residents of Birrell Street have raised concerns regarding high parking occupancy rates, low turnover, frequent incidents of illegal parking and commercial vehicles being parked for extended periods of time.
2. Investigates and prepares a report for consideration by the Waverley Traffic Committee on the installation of a resident parking scheme in Birrell Street as part of the new strategic process of initiating resident parking across the local government area.

FORESHADOWED MOTION

Mover: Cr Kay
Seconder: Cr Goltsman

That this matter be deferred for consideration by the Councillor Working Party that will be established in the new year to review the requirements for resident parking schemes.

THE MOTION WAS THEN PUT AND DECLARED LOST.

Division

For the Motion: Crs Copeland, Keenan, Lewis, Wakefield and Wy Kanak.

Against the Motion: Crs Betts, Goltsman, Kay, Masselos and Nemesh.

THE FORESHADOWED MOTION NOW BECAME THE MOTION AND WAS 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/8.8/19.11 Intersection of Victoria Street and Victoria Lane, Waverley - Signage (A15/0235)

MOTION / UNANIMOUS DECISION

Mover: Cr Copeland

Seconder: Cr Keenan

That Council investigates more prominent signage, including line marking, at the intersection of Victoria Street and Victoria Lane, Waverley, indicating no queuing across intersection.

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

CM/8.9/19.11 Thompson Street, Tamarama - Pedestrian Safety (A03/0042-04)

MOTION / UNANIMOUS DECISION

Mover: Cr Copeland

Seconder: Cr Wy Kanak

That Council investigates the possibility of providing a footpath along Thompson Street, Tamarama, between Andrew Street and Ashley Street, to improve pedestrian safety.

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

CM/8.10/19.11 Barracluff Avenue, Bondi Beach - Closure and Traffic Calming Options (A03/0042-04)

At 8.53 pm, during the consideration of this item, the meeting adjourned for a short break.

At 9.00 pm, the meeting resumed.

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield

Seconder: Cr Lewis

That Council:

1. Notes resolution CM/5.2.1/19.07 – Barracluff Avenue, Bondi Beach – Pedestrian/Traffic Islands: ‘That Council defers this item for an investigation into the closure of Barracluff Avenue at the north end, south end or centre.’
2. Prepares options for community consultation to:
 - (a) Fully or partially close Barracluff Avenue with partial closure being for exit from Barracluff into Francis Street.
 - (b) Install traffic calming devices on the corner of Barracluff and Lamrock Avenues and at other

points along Barracluff as deemed appropriate

3. Officers report back to Council prior to community consultation.

G Sheehy and L Coleman addressed the meeting.

CM/8.11/19.11 Increasing On-street Parking (A15/0235)

MOTION / UNANIMOUS DECISION

Mover: Cr Lewis

Seconder: Cr Kay

That this item be deferred to the December Council meeting.

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

CM/8.12/19.11 Old South Head Road between Penkivil Street and Flood Street, Bondi - Bus Lane (A04/0458)

MOTION

Mover: Cr Kay

Seconder: Cr Betts

That Council writes to the Minister for Transport and Roads, the Hon Andrew Constance, MP, the Member for Vacluse, the Hon Gabrielle Upton, MP, and Roads and Maritime Services requesting that the westbound Old South Head Road bus lane between Penkivil Street and Flood Street not be reinstated.

AT THIS STAGE IN THE PROCEEDINGS, THE FOLLOWING PROCEDURAL MOTION WAS MOVED BY CR WAKEFIELD AND SECONDED BY CR KAY:

That debate on this matter be adjourned to the December Council meeting to allow Council to receive any available statistics on bus movements.

THE PROCEDURAL MOTION WAS PUT AND DECLARED CARRIED.

Cr Burrill was not present for the consideration and vote on the procedural motion.

AT THIS STAGE IN THE PROCEEDINGS, AT 11.26 PM, CR GOLTSMAN MOVED A PROCEDURAL MOTION, SECONDED BY CR WY KANAK, TO EXTEND THE TIME OF THE MEETING.

THE PROCEDURAL MOTION WAS PUT AND DECLARED CARRIED.

Division

For the Procedural Motion: Crs Betts, Goltsman, Keenan, Masselos, Nemesh and Wy Kanak.

Against the Procedural Motion: Crs Copeland, Kay, Lewis and Wakefield.

Cr Burrill was not present for the consideration and vote on the procedural motion.

9. Questions with Notice**CM/9.1/19.11 Sydney Football Stadium - Legal Costs (A03/0943)****QUESTION**

The following question was submitted by Cr Nemesh:

1. What was Council's total cost in taking legal action against the State Government over the Sydney Football Stadium?
2. How much time did Council staff spend on investigating and pursuing Council's actions to stop works on the Sydney Football Stadium, including that in Court? What is the estimated dollar value of this 'in-kind' staff resource?

General Manager's answer

The answers to these questions are provided at Item CM/7.13/19.11 in this agenda.

Peter Monks

Director, Planning, Environment and Regulatory

CM/9.2/19.11 Community Consultation (A05/1651)**QUESTION**

The following question was submitted by Crs Keenan and Wy Kanak:

At the Operations and Community Services Committee meeting held on 5 November 2019, some Councillors stated on several occasions that Council was not consulting the community in relation to capital works projects.

Can the General Manager or Director inform Council of the number and type of community consultation activities that have taken place over the last two years, with particular emphasis on capital works, including:

1. The number of projects consulted on.
2. The number of face-to-face consultations.
3. The number of 'Have Your Say' responses.
4. Precinct committee consultations.
5. Any other forms of consultation that were undertaken.

General Manager's answer

1. The number of projects consulted on: 40.
2. The number of face-to-face consultations: 80.

3. The number of 'Have Your Say' responses: 4,537.
4. Precinct committee consultations: 19. In addition, for almost every other project, the precincts were notified via the Community Liaison Co-ordinator.
5. Any other forms of consultation that were undertaken: occasional face-to-face meetings with stakeholders; PCG meetings as part of public-private partnership projects.

John Clark

Director, Customer Service and Organisation Improvement

10. Urgent Business

There were no items of urgent business.

11. Closed Session

There were no matters dealt with in closed session.

12. Meeting Closure

THE MEETING CLOSED AT 11.39 PM.

.....
SIGNED AND CONFIRMED
MAYOR
10 DECEMBER 2019

CONFIRMATION AND ADOPTION OF MINUTES CM/5.2/19.12



Subject: Adoption of Minutes - Waverley Traffic Committee Meeting - 28 November 2019

TRIM No: SF19/328

Author: Richard Coelho, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That Part 1 of the minutes of the Waverley Traffic Committee Meeting held on 28 November 2019 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 WTC 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 Charter.

Attachments

1. Waverley Traffic Committee Minutes - 28 November 2019

**MINUTES OF THE WAVERLEY TRAFFIC
COMMITTEE MEETING HELD AT WAVERLEY
COUNCIL CHAMBERS, CNR PAUL STREET AND
BONDI ROAD, BONDI JUNCTION ON
THURSDAY, 28 NOVEMBER 2019**



Voting Members Present:

Cr P Masselos	Waverley Council – Chair
Sgt L Barrett	NSW Police – Eastern Suburbs Police Area Command – Traffic Services
Mr M Carruthers	Roads and Maritime Services – Network and Safety Officer (South East Precinct)
Mr P Pearce	Representing Marjorie O'Neill, MP, Member for Coogee
Ms J Zin	Representing Gabrielle Upton, MP, Member for Vaucluse

Also Present:

Cr T Kay	Waverley Council – Alternate Chair
Mr B Gidies	State Transit – Traffic and Services Manager (Eastern Region)
Mr D Joannides	Waverley Council – Executive Manager, Infrastructure Services
Mr C Hutcheson	Waverley Council – Service Manager, Traffic and Transport
Mr E Kayes	Waverley Council – Traffic Engineer
Mr B Magistrale	Waverley Council – Senior Development Assessment Officer
Mr R Sabato	Waverley Council – Senior Project Manager
Mr C O'Malley	Waverley Council – Events Co-ordinator
Mr S Munro	Waverley Council – Manager, Outdoor and Flagship Events

At the commencement of proceedings at 10.05am, those present were as listed above.

Apologies

There were no apologies.

Declarations of Pecuniary and Non-Pecuniary Interests

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

1. Mr Pearce declared a less than significant non-pecuniary interest in Item TC/TEAC.01/19.11 – 113 Macpherson Street, Bronte – Change of Use to a Supermarket and Associated Loading Zone (DA-231/2019), and informed the meeting that Marjorie O'Neill, MP, Member for Coogee, whom Mr Pearce represents, was an opponent of the original development application for the site.

Adoption of Previous Minutes by Council - 24 October 2019

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 24 October 2019 were adopted by Council at its meeting on 19 November 2019 with the following change:

1. TC/C.03/19.10 – Macpherson Street, Waverley – Pedestrian Refuge Island at Roundabout.

Council resolved that:

1. Option A is supported with the following amendments to the proposed design:
 - (a) The existing traffic splitter island on Macpherson St East be reconstructed to incorporate a pedestrian refuge that is located 16m from the intersection.
 - (b) The traffic splitter island incorporates landscaping.
 - (c) The temporary fence to limit unsafe pedestrian paths be reduced in length along Albion St to the north of the intersection to be approximately 7m from the Holding Line on the southbound lane of Albion St approach so as not to limit opportunities for pedestrians to cross Albion St.
 - (d) Landscaping of the area on the north east corner of Albion St and Macpherson St to the west of the existing stone garden edge and no more than 7m to the north of the Holding Line on the southbound approach of Albion St be installed to both beautify the intersection and limit unsafe pedestrian movement.
 - (e) The temporary fence be removed approximately 12 months after the establishment of the landscaping.
2. Funding for Option A above be sourced through the Q2 budget review.
3. Council notes that the Charring Cross traffic study will be extended to include the intersection of McPherson and Leichardt Streets, Leichardt Street and Bronte Road, McPherson and Albion Streets and Albion Street and Bronte Road.

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.01/19.11 66 Fletcher Street, Bondi - Construction Zone (A03/2514-04)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Installs a 10 metre long 'No Parking 7.00 am to 5.00 pm Monday–Friday; 8.00 am to 3.00 pm Saturday Authorised Council Vehicles Excepted' zone outside 66 Fletcher Street, Bondi from the

eastern boundary to the western boundary.

2. Delegates authority to the Executive Manager, Infrastructure Services, to adjust the length and duration of, or remove the construction zone, as necessary.

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.02/19.11 Bronte Road, Waverley - Proposed Median Island (A03/0042-04)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Installs a 20 metre median island on Bronte Road fronting the driveway to Waverley Public School, Waverley.
2. Installs a safety mirror adjacent to the light pole on the northern side of the driveway.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clause 1 being amended such that the recommendation reads as follows:

That Council:

1. Installs a 20 metre median island on Bronte Road fronting the driveway to Waverley Public School to create a left in, left out of the school driveway, subject to Council receiving a letter of support from the school.
2. Installs a safety mirror adjacent to the light pole on the northern side of the driveway.

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

TC/C.03/19.11 Kenneth Street and Marks Lane, Tamarama - Parking Restrictions (A05/1638)

COUNCIL OFFICER'S PROPOSAL:

That Council implements the following changes to parking restrictions in Marks Lane and Kenneth Street, Tamarama:

1. Moving the existing "No Parking Council Vehicles Excepted" parking space in Marks Lane 7.5 metres to the south.
2. Installation of a "No Stopping" zone from south of the "No Parking Council Vehicles Excepted" space

to the eastern side of the driveway to No. 25 Kenneth Street.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clauses 1 and 2 being replaced by clauses 1(a) and (b) and the addition of new clauses 1(c) and 2 such that the recommendation reads as follows:

That Council:

1. Implements the following changes to parking restrictions in Marks Lane and Kenneth Street, Tamarama:
 - (a) Removes the existing "No Parking Council Vehicles Excepted" parking space and 7.5 metre "No Stopping" zone immediately south in Marks Lane and replaces them with "2P 8AM-10PM Permit Holders Excepted".
 - (b) Installs a "No Stopping" zone from immediately north of the driveway to Marks Park to the eastern side of the driveway to No. 25 Kenneth Street.
 - (c) Restricts the time limit of the three existing disabled parking spaces to 8am-6pm.
2. Officers monitor the three existing disabled parking spaces over the summer period to determine usage rates and appropriate locations, and prepare a further report for the Committee.

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

B Parnes addressed the meeting.

TC/V STATE ELECTORATE OF VAUCLUSE

TC/V.01/19.11 Kippara Road and Wallangra Road, Dover Heights - Installation of 'No Stopping' and Centreline (A03/2514-04)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Installs a 25 metre broken dividing separation (S1) centre line along Kippara Road at the intersection of Wallangra Road.
2. Installs an 18 metre 'No Stopping' unbroken yellow (C3) line on the south west corner of the bend in Kippara Road, each end being 10 metres out from the intersection.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clause 2 being amended such that the recommendation reads as follows:

That Council:

1. Installs a 25 metre broken dividing separation (S1) centre line along Kippara Road at the intersection of Wallangra Road.
2. Installs a 'No Stopping' unbroken yellow (C3) line on the south west corner of the bend in Kippara Road, from the southern side of the driveway to No. 19 Kippara Road, north for 16 metres".

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

TC/V.02/19.11 Dudley Page Reserve - Special Event - Traffic Management Plan (A14/0145)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Treats the attachment to 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)(e) of the *Local Government Act 1993*. The report contains information that would, if disclosed, prejudice the maintenance of law.
2. Approves the traffic arrangements for the New Year's Eve event at Dudley Page Reserve, Military Road clearways, and Bondi Road closure in accordance with the Traffic Management Plan attached to this report, subject to the Traffic Management Plan being forwarded to RMS for its approval of road closures and clearways.
3. Delegates authority to the Executive Manager, Infrastructure Services to approve any modification to the Traffic Management Plan.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clause 3 being amended and the addition of a new clause 4 such that the recommendation reads as follows:

That Council:

1. Treats the attachment to 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)(e) of the *Local Government Act 1993*. The report contains information that would, if disclosed, prejudice the maintenance of law.
2. Approves the traffic arrangements for the New Year's Eve event at Dudley Page Reserve, Military Road clearways, and Bondi Road closure in accordance with the Traffic Management Plan attached to this report, subject to the Traffic Management Plan being forwarded to RMS for its approval of road closures and clearways.
3. Delegates authority to the Executive Manager, Infrastructure Services to approve any modification to Special Events 1 and 2 in the Traffic Management Plan.
4. Delegates authority to Roads and Maritime Services to approve any modification to Special Event 3 in the Traffic Management Plan".

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

TC/V.03/19.11 Old South Head Road and The Avenue - 'No Stopping' (A14/0145)**COUNCIL OFFICER'S PROPOSAL:**

That Council installs 'No Stopping' signs on both sides of The Avenue, 10 metres in from Old South Head Road.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

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

TC/V.04/19.11 Arnold Street and Blenheim Lane - 'No Parking' (A14/0145)

This matter was incorrectly listed on the agenda as a Vacluse electorate matter. Arnold Street and Blenheim Lane are in the Coogee electorate. The representative of the Member for Coogee, Mr Pearce, is entitled to vote on this matter. The representative of the Member for Vacluse, Ms Zin, is not entitled to vote on this matter.

COUNCIL OFFICER'S PROPOSAL:

That Council installs 'No Parking' signs at the southern edge of the driveway on Blenheim Lane for a span of 9 metres north towards Arnold Street.

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/V.05/19.11 North Bondi Surf Life Saving Club Storage Project – Traffic Arrangements (A14/0145)**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Approves the proposed traffic and parking arrangements and the attached Traffic Control Plan associated with the construction of an advanced response lifesaving facility within the North Bondi Surf Life Saving Centre (NBSLSC).
2. Delegates authority to the Executive Manager, Infrastructure Services to approve any modification to the traffic and parking arrangements and Traffic Control Plan.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clause 1 being amended such that the

recommendation reads as follows:

That Council:

1. Approves the proposed traffic and parking arrangements associated with the construction of an advanced response lifesaving facility within the North Bondi Surf Life Saving Centre (NBSLSC), subject to the approval of a Traffic Control Plan by Roads and Maritime Services and the NSW Police.
2. Delegates authority to the Executive Manager, Infrastructure Services to approve any modification to the traffic and parking arrangements and Traffic Control Plan.

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

TC/V.06/19.11 80-82 Hall Street, Bondi - Construction Zone (A03/2514-04)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Installs a 6 metre long 'No Parking 7AM-5PM Mon-Fri / 8AM to 3PM Sat Council Authorised Vehicles Excepted' zone in Cox Avenue at the back of 80-82 Hall Street, between the driveways to property numbers 80-82 Hall Street and 4 Cox Avenue Bondi.
2. Delegates authority to the Executive Manager, Creating Waverley, to adjust the length and duration of, or remove the construction zone, as necessary.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

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

TC/CV ELECTORATES OF COOGEE AND VAUCLUSE

TC/CV.01/19.11 Multiple Streets - Bus Zone Extension and Installation (A02/0225)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Extends the existing 21 metre Bus Zone at Bondi Road outside of No. 325 16 metres east down Bondi Road ending west of driveway No.327.
2. Extends the existing 21 metre Bus Zone outside of property No. 17 Macpherson Street 6 metres east extending over the driveway of property No. 19.
3. Installs a 33 metre Bus Zone incorporating the existing bus stop J stem spanning 30 metres and

ending immediately north of the driveway of property No.12 Alfred Street.

4. Installs a 33 metre Bus Zone starting from the existing bus stop J stem spanning 26 metres ending south of the driveway or property No. 308 but not including the existing light pole.
5. Extends the existing 13 metre Bus Zone outside of property No. 5 & No. 7 Fern Street north by 7 metres ending at the existing No Stopping Zone sign.
6. Notifies residents whose properties front the affected bus zones of the changes.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clause 1 being amended and the deletion of clause 5 such that the recommendation reads as follows:

That Council:

1. Requests Roads and Maritime Services to extend the existing 21 metre Bus Zone at Bondi Road outside of No. 325 16 metres east down Bondi Road ending west of driveway No.327.
2. Extends the existing 21 metre Bus Zone outside of property No. 17 Macpherson Street 6 metres east extending over the driveway of property No. 19.
3. Installs a 33 metre Bus Zone incorporating the existing bus stop J stem spanning 30 metres and ending immediately north of the driveway of property No.12 Alfred Street.
4. Installs a 33 metre Bus Zone starting from the existing bus stop J stem spanning 26 metres ending south of the driveway or property No. 308 but not including the existing light pole.
5. Notifies residents whose properties front the affected bus zones of the changes.

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

THE MEETING CLOSED AT 12.20 PM.

.....
SIGNED AND CONFIRMED
MAYOR
27 FEBRUARY 2020

MAYORAL MINUTES CM/6/19.12

Subject: Mayoral Minutes

Author: Mayor of Waverley, Cr Paula Masselos



Mayoral minutes are permissible at Waverley Council meetings under the Waverley Code of Meeting Practice. Clauses 9.7–9.11 of the Code state:

Subject to clause 9.10, if the mayor is the chair at a meeting of the council, the mayor may, by minute signed by the mayor, put to the meeting without notice any matter or topic that is within the jurisdiction of the council, or of which the council has official knowledge.

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

A recommendation made in a mayoral minute put by the mayor is, so far as it is adopted by the council, a resolution of the council.

A mayoral minute must not be used to put without notice matters that are routine and not urgent, or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the council before the next scheduled ordinary meeting of the council.

Where a mayoral minute makes a recommendation which, if adopted, would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan, it must identify the source of funding for the expenditure that is the subject of the recommendation. If the mayoral minute does not identify a funding source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the recommendation if adopted.

**REPORT
CM/7.1/19.12**

Subject: Fees and Charges 2019-20 - Minor Amendments - Adoption

TRIM No: A19/0783

Author: Annette Trubenbach, Executive Manager, Community Programs
Shane Smith, Executive Manager, Waste and Cleansing

Director: Emily Scott, Director, Community, Assets and Operations

RECOMMENDATION:

That Council adopts:

1. The fees for early education and care services set out in Table 1 in this report.
2. The fees for waste services set out in Table 2 in this report.

1. Executive Summary

This report recommends that the proposed amendments to Council's bond fees for Early Education and Care (EEC) Centres be adopted. The bond is paid by families on enrolment and is returned to them when they leave the service after payment of any outstanding fees and charges incurred while the child attends Council's centres.

Based on fairness and equity considerations, a small amendment to the enrolment bond was warranted, resulting in families being charged for enrolment days only (instead of two calculations based on 1–3 and 4–5 days). The proposed changes were recently placed on public exhibition. No submissions were received, and officers are seeking final endorsement of the updated fees.

The report also recommends that the additional pick-up fee for a specific bin size be added to the Waste Services Fees and Charges 2019-2020 as it was omitted from the original Fees and Charges 2019-2020 in error. No submissions were received, and officers are seeking final endorsement of the updated fees.

2. Introduction/Background

The Early Education and Care Services bond is paid by families on enrolment and is returned to them when they leave the service after payment of any outstanding fees and charges incurred while the child attends Council's EECs. Following feedback from staff and families, small changes were proposed to improve bond fee calculations.

The original Fees and Charges 2019-2020 omitted the additional Waste Services pick up fee for a 660 L mobile garbage bin in error. Officers are seeking to amend the fees to correct this error.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 17 September 2019	CM/7.3/19.09	That Council publicly exhibits the proposed amendments to the early education centre and waste service fees in the Fees and Charges 2019–20, as set out in Tables 2 and 3 in this report, for a period of 28 days, in accordance with section 610F of the <i>Local Government Act 1993</i>

4. Discussion

Early education centres – Bond fee

Families commented that bond fees should apply only to the days their child/ren attend the centres and internal feedback had identified an error in bond calculations.

There is no impact on the overall budget, as families get the bond fee reimbursed upon leaving the centre.

The proposed fees in the table below lists the correct and amended amounts that were placed on public exhibition.

Table 1. Early education centres – 2019-20 amended bond fees proposed for adoption.

Category	Unit	2019/20 Fee or Charge \$	GST	Pricing Policy
Enrolment Bond *				
Children under 3 years of age (2 days per week)	per bond	488.00	Exempt	G
Children under 3 years of age (3 days per week)	per bond	732.00	Exempt	G
Children under 3 years of age (4 days per week)	per bond	976.00	Exempt	G
Children under 3 years of age (5 days per week)	per bond	1220.00	Exempt	G
Children 3 years of age and over (2 days per week)	per bond	464.00	Exempt	G
Children 3 years of age and over (3 days per week)	per bond	696.00	Exempt	G
Children 3 years of age and over (4 days per week)	per bond	928.00	Exempt	G
Children 3 years of age and over (5 days per week)	per bond	1160.00	Exempt	G
Daily fee per child - in rooms for children under 3 years of age (included here for reference only)	per day	122.00		B
Daily fee per child - in rooms for children 3 years of age and over (included here for reference only)	per day	116.00		B

Waste service – Additional pick-up fee for a specific bin size

Council currently offers an additional paid pick-up service for residents to have their domestic waste and recycling bins emptied. The fee for this service is variable depending on the size of the bin. Due to an administrative error, the fee for the 80/120/240L bins only were included, omitting the fees for the 660 L bins.

The proposed amendment to the 2019–20 fees and charges is the inclusion of the fee of \$78.92 for emptying of the 660 L capacity bin as shown in Table 2.

Table 2. Proposed additional fee 2019–20 waste services.

Category	Unit	2019/20 Fee or Charge \$	GST	Pricing Policy
Additional pick up 660 litre mobile garbage bin	per bin	78.92	Exempt	C

5. Financial impact statement/Time frame/Consultation

The proposed amendments to the bond fees were placed on public exhibition from 4 October to 20 November. A minimum of 28 days is required by section 610F of the *Local Government Act 1993*. Thirty-five viewers visited Council's Have Your Say page, but no submissions were received. Children's services have also been informed of the details of the exhibition period.

There is no impact on the overall budget, as families get the bond fee reimbursed upon leaving the centre.

The proposed amendment to the waste service fees and charges to allow for an additional bin charge for a 660 L bin was also placed on exhibition from 4 October to 20 November. Thirty-five viewers visited Council's Have Your Say page, but no submissions were received.

6. Conclusion

This report recommends that the amended bond fees for Council's EECs and the Waste Services additional bin charge be adopted. Upon adoption, the fees and charges will be updated and relevant changes to the bond fees be provided to children's services for distribution to families.

7. Attachments

Nil.

**REPORT
CM/7.2/19.12**

Subject: Fees and Charges 2019-20 - Amendment - Early Education and Care Services - Exhibition

TRIM No: A19/0783

Author: Annette Trubenbach, Executive Manager, Community Programs
Teena Su, Executive Manager, Finance

Director: Emily Scott, Director, Community, Assets and Operations
Darren Smith, Chief Financial Officer

RECOMMENDATION:

That Council:

1. Endorses the proposal for amended fees for Council's early education and care services to enable Council to achieve full cost recovery of services, as per the Pricing Policy.
2. Publicly exhibits the proposed \$12 increase to early education and care service fees for the extended period of 11 December 2019 to 31 January 2020.
3. Officers report back to Council on the results of the public exhibition at the February Council meeting.
4. Notes that, in addition to the proposed fee increase, Council officers are investigating various strategies to optimise staffing and improve efficiencies in response to emerging needs and trends.

1. Executive Summary

Council has undertaken an internal service review of its education and care services to improve financial sustainability. This review identified that, at the Q1 budget review, Council's Early Education and Care Services will record a loss of over \$1 million dollars, and are not meeting Council's full cost recovery target; see Attachment 1). Further, the review highlighted that financial performance has been declining in the last five years leading to this result.

The key issue is that the increase in labour costs, being 75% of our cost base, over the last five years (including this budget year) is significantly higher than the price adjustments implemented over the same time. The report details the internal and external issues that have caused these increases and some of the proposed actions being taken to abate further increases beyond CPI.

This report recommends increases to Council's Fees and Charges for its four Early Education Centres (EECs) and recommends that the proposed changes be placed on extended public exhibition due to the holiday period. Pending community feedback and Council's approval, the new fees will be effective from early 2020, with the next fee increases proposed for January next year, thus aligning future increases for the EECs to the school year. The proposal does not include the Council's Family Day Care services.

Historically, Council's has stated its pricing policy to deliver family and children's services is based on a cost recovery methodology. This proposal is planned to achieve cost recovery for the EEC, with the implementation by January 2021.

2. Introduction/Background

With 230 places across four EECs (plus Waverley Family Day Care), Council is the largest local child care provider in the local government area (LGA). Waverley Council has a long and unique history in quality early education and care and enjoys a strong reputation for providing accessible education and care, accepting babies from six weeks of age. One of the four centres provides eight places for Council employees as work-based child care, and holiday care is available for enrolled children in the January break.

Historically, due to size, layout, age groups and staffing requirements, some centres have performed better than others and this is likely to continue. Mill Hill EEC has been found to have the most efficient operations in terms of staffing which is the biggest single expenditure item accounting for about 75% of expenditure.

Predominately, revenue for EECs is received through a combination of client fees and government subsidies. Over the last five years, Council has increased placement price per day by amounts generally reflecting CPI.

Unfortunately, the costs associated with operating quality education and care services have continued to increase annually at a rate greater than CPI, and the existing fees that Council charges do not cover the operational requirements of its services. A series of challenges and unfavourable conditions have driven up labour costs significantly. The internal and external factors leading to these results are discussed in this report.

These proposals aim to ensure Council's fees are competitive with other local service providers non-subsidised ensuring competitive neutrality, and adjusted to reflect increases in the cost of care over the last five years. Benchmarking against other local providers, the average daily fee in the local government area is currently \$139, which is above Council's current fees (\$122 for babies and \$116 for 3-5-year-olds). If the proposal is confirmed, Council's fees will become \$134 for babies and \$128 for 3-5-year-olds.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 19 November 2019	CM/7.3/19.11	<p>That Council:</p> <ol style="list-style-type: none"> Notes that the Chief Financial Officer, as the responsible accounting officer, advises that the projected financial position of Council is satisfactory. Adopts the variations to the 2019–20 Operating and Capital budgets in accordance with Attachments 1, 2 and 3 to this report. Officers report back to Council urgently on recommended fee increases for Early Education Centre services to ensure that fees recover the true cost of services.

4. Discussion

The cost of care is one of many factors that determines a family's decision when choosing child care.

Child care is regulated to provide universal access and Council's centres include both residents and families from outside the LGA who are participating in the local labour market. The Australian government provides a Child Care Subsidy to improve access for all families. The size of the subsidy is means tested and is dependent on a family's income providing a significant reduction for low-income families and reasonable contributions towards costs for middle- and higher-income families. The figure below outlines how it works.

Family income

We'll work out your Child Care Subsidy percentage using [your family income estimate](#).

Your Child Care Subsidy percentage is the amount we'll subsidise. It will apply to either your [hourly fee](#) or the relevant [hourly rate cap](#), whichever is lower.

Your family income	Child Care Subsidy percentage
\$0 to \$68,163	85%
More than \$68,163 to below \$173,163	Between 85% and 50% The percentage goes down by 1% for every \$3,000 of income your family earns
\$173,163 to below \$252,453	50%
\$252,453 to below \$342,453	Between 50% and 20% The percentage goes down by 1% for every \$3,000 of income your family earns
\$342,453 to below \$352,453	20%
\$352,453 or more	0%

You can still claim this subsidy even if your family income estimate is \$352,453 or more. If you actually earn less than this, we'll pay you the subsidy you're entitled to. We'll do this when we [balance your payments](#) at the end of the financial year.

Annual cap

If your family earns \$188,163 or less, you won't have an annual cap on your subsidy.

If your family earns between \$188,163 and \$352,453 we'll cap your subsidy. This means we'll subsidise your fees up to the annual cap of \$10,373 per child each financial year.

Figure 1. Child care subsidy (source: Department of Human Services).

Council may wish to provide further assistance to low income (< \$68,163) families from our LGA to ensure the proposed increase do no disadvantage their utilisation of our EECs. Please note that should this be the case, Council officers will need to do further work to devise such a program.

Key issues affecting Council's EECs cost structure

A range of external and internal factors have impacted on the operations of children's services, increasing budget pressures. These include:

- Changed usage patterns have resulted in families dropping children off earlier in the day and picking them up later in the evening – this means increased staffing at both ends of the day.
- Increased regulatory requirements in NSW, labour shortages in the Eastern suburbs (high living costs/relatively low wages); difficulty predicting staff movements and filling fixed term contracts.
- Challenges reconciling family friendly, supportive and flexible working arrangements with strictly applied ratios - this creates difficulties with rosters and sourcing suitably qualified staff when needed.
- With 99% of the workforce made up by women, children's services are disproportionately impacted by maternity or carer's leave provisions. With nine staff members currently on maternity/carers leave, this impacts on replacement cost as do Return to Work arrangements involving changes to full time and part time work. Provisions need to be made to provide a buffer for these situations.
- Some long-term employees are looking for flexible arrangements to transition into retirement.
- Budgets are extremely tight with little scope for achieving cost efficiencies in non-labour force related areas. Nappies will no longer be provided from 2020 representing a small saving.

Regulatory requirements and staff establishment

Staff working in Council's centres usually have a Certificate 3, Diploma or are teacher-trained. The table below summarises both the staff-child ratio and the number of teacher services required on-premise depending on the number of total enrolments. This forms the basis of Council's staff establishment and staff replacement requirements.

Table 1. Staff ratio requirements.

Staff Ratio Requirements (Education & Care Services National Regulations, (Reg. 123, 271)	
Age	Ratio
0 to 24 months	1:4
Over 24 months to less than 36 months	1:5
Over 36 months to school age	1:10
Reg 272: 2 Early childhood teachers (ECTs) must be in attendance at all times that a centre-based service is educating and caring for 40 to 59 children preschool age or under. For centres caring for 60-79 children, 3 ECTs must be in attendance. Reg 126: (a) 50% or more of Educators must have or working towards Diploma qualification, (b) all other educators must have or actively working towards Cert III	

Costs

It has become clear that with cost increases over recent years, fees have not sufficiently kept pace to cover costs. Total expenditure on staffing costs in 2015–2016 was \$4,583k. This has increased to \$5,925k in 2019–2020 being a \$1,342k increase.

Revenue on the other hand has only increased by from \$5,958k in 2015–2016 to \$6,734k in 2019–2020 being a \$775k increase. This differential has been the main driver for the declining budget performance of the EECs which are now losing over \$1 million a year (2018–2019 and 2019–2020).

Overview of Council's EEC services and 2019–20 fees

Table 2. EEC services and 2019–20 fees.

Approved Places	Babies 0-2s	Toddlers 2-3s	Pre-schoolers 3-5s	Staff (EFTs)	Fees under 3s	Fees over 3s
Bronte Early Education Centre, 42 Thomas Street Bronte						
51	0	31	20	10	N/A	\$116
Gardiner Early Education Centre, 6 Gardiner Street, Bond Junction						
56	16	20	20	12.5	\$122	\$116
Mill Hill Early Education Centre, 25 Ebley Street, Bondi Junction						
52	16	15	20	14	\$122	\$116
Waverley Early Education Centre, Clementson Park, Newland Street, Bondi Junction						
71	16	15	40	16.5	\$122	\$116

Fees

The 'Care for Kids' website <<https://www.careforkids.com.au/home/childcarecosts>> publishes the average cost of Long Day Care before subsidy. It lists the following fees for the Waverley LGA:

Table 3. Published child care costs on Care for Kids website.

Published child care costs on Care for Kids website, November 2019	
Bondi 2026	\$135
Bondi Junction 2022	\$122
Rose Bay 2029	\$154
Waverley 2024	\$144
Waverley LGA average	\$138.75

With \$122 for babies and toddlers and \$116 for pre-schoolers, Council is currently charging below the industry average for the Waverley LGA. A detailed cost analysis has shown that for Council to apply the 'full cost recovery' principle, fees will need to be increase by \$20 per child per day from the current 2019–20 level.

It is proposed that this could be implemented over the next 12 months as part of aligning fee increases with the commencement of the school (calendar) year. More specifically, for the new school year an adjustment of \$12 per child per day in early 2020 could be implemented. Approximately a year later for the 2021 school year an adjustment of say CPI plus \$8 may be implemented. Thus, over the 12 months the Council will restore the EECs a full cost recovery operations position. Additionally, during the next 12 months the EECs will look for potential cost efficiencies that may reduce the need for an increase at the beginning of 2021.

Table 4. Projected income from fee increase.

When	Fee increase	Budgeted Fee Income 2019/20	Projected Income from Fee Increase 2019/20
March 2020	\$116 to \$128 \$122 to \$134 \$12 per day fee increase	\$6,734,949.	An additional ~ \$230k over 4 months Mar-Jun 2020 Calculated on no of places by age group by no operating weeks by no of days per week

When	New fees & charges 2020/21	Budgeted Fee Income 2019/20	Projected Income from Fee Increase 2020/21
January 2021	\$128-\$136 + CPI \$134-\$142 + CPI \$7 for 3-5's \$8 for 0-2's	\$6,734,949	~ \$7,450k projected income 2020/2021 \$716k increase over current 2019 budgeted revenue Calculated on no of places by age group by no operating weeks by no of days per week

These fee calculations are based on 96.7% utilisation or 222.5 places (as opposed to 230 which is the total number of places). This is quite high, but reflects the performance of Council's four centres over recent years. However, services operate in a competitive market and this will be felt more intensely once the fee differential no longer provides quite the same level of incentive for families when compared to similar fees of other providers. This means that Council's centres might also start to carry vacancies which is experienced already by other providers, particularly in the pre-school age group where the demand is not as strong. It is worth noting, however, that our current waitlist is 555 families.

Other changes impacting on the budget

The environment in which Council operates children's services is complex and dynamic with changes continuing to affect operational budgets for some time to come. These are discussed below.

- Recent changes to the Commonwealth Child Care Subsidy which has replaced Child Care Benefit have impacted on people's access to subsidised care and has made predictions of fee income slightly more challenging. Many families are reportedly opting out of receiving Child Care Subsidy as it is much more restrictive and administratively burdensome. The system now in place has been widely criticised, including most recently by KPMG considering it a barrier to economic growth and a disincentive for women wanting to return to work.

- State Government support for EECs is likely to undergo some changes from July 2020. Legacy funding (currently totalling \$127,615) is likely to be reduced. This will affect all early education and care services in NSW.
- Funding reforms will favour pre-school provision. This may present opportunities for Council with some families looking for dedicated pre-school services, yet unmet demand remains high for baby places.

Council officers and early childhood staff are pursuing various strategies that contribute to innovation and change so that services can operate more efficiently in a changed environment while striving to meet high quality standards. These include re-introducing traineeships at the centres, replenishing the casual pool, promoting Council centres with relevant colleges to attract graduates, reviewing rosters and management arrangements and using cost competitive agency staff. Recommendations relating to essential/optimal staffing arrangements recently developed by a consultant were also reviewed.

Considerations moving forward

The focus for children's services will be on the following:

- Analysis of survey responses from local families to help optimise centre operations, including operating hours, number of children per centre, age groupings, curriculum changes, etc.
- Implement adjustments to staffing and management arrangements, including provisions to cover maternity leave and staff entitlements such as gradual return to work and transition to retirement.
- Seek endorsement from ELT to consolidate staff establishment/implement trials relating to floats and trainees.
- Explore opportunities for change, partnerships and service/facility enhancements in response emerging trends and research.

5. Financial impact statement/Time frame/Consultation

A minimum of 28 days' exhibition is required by section 610F of the *Local Government Act 1993*. As we are heading into the holiday season, Council officers recommend extending the exhibition period to allow families adequate time to respond to the proposed changes. The holiday timetable means that Council could consider feedback at the earliest at the meeting on 18 February 2020.

If endorsed by Council, the fee increase is likely to be implemented in March 2020. Survey responses from families to be analysed in November will be complementing anecdotal evidence and feedback from directors about current parental and carer's attitudes, preferences and expectations. While EECs survey their families annually, engagement topics were extended to feed into Council's service review.

The public exhibition period is expected to run from mid-December to the end of January 2020, followed by a further report to Council presenting any internal and external feedback Council will receive.

Notification of this exhibition will be displayed on Council's Have Your Say website and in the Wentworth Courier. Families attending Council's Early Education Centres will be notified of the proposal and the consultation details.

6. Conclusion

This report proposes options for a gradual fee increase over 12 months in Council's early education and care (EEC) services to ensure that Council meets its cost recovery target and its obligations around competitive neutrality. Family Day Care fees are not included in this proposal.

Fees have not sufficiently kept pace to cover increased costs that have been absorbed in recent years. The proposal aims to ensure that Council's fees are in line with other local service providers, adjusted to reflect recent increases in the cost of care. Management measures to address operational costs will also be considered.

Council support for local low-income families could be considered to reduce the effect of the proposed fee increases.

Following endorsement and public exhibition, proposed amendments to Council's 2019–20 fees and charges policy could be implemented as early as March 2020. This will assist in addressing the current projected budget shortfall caused primarily by increased staffing costs.

7. Attachments

1. Early education centre fee increase analysis [↓](#)

EARLY EDUCATION CENTRE RATE INCREASE ANALYSIS

EARLY EDUCATION CENTRE	No Rate Increase					% of	Average
	2015/16 Total Actuals	2016/17 Total Actuals	2017/18 Total Actuals	2018/19 Total Actuals	2019/20 Approved Budget	Total Income	Per Place
Income	5,698,289	6,040,430	6,071,608	6,414,195	6,518,449		29,296
Other Income	260,052	191,796	250,742	198,387	215,362		968
Total Income	5,958,341	6,232,226	6,322,350	6,612,582	6,733,811		30,264
Employee Costs	(4,582,807)	(5,188,796)	(5,192,698)	(5,905,751)	(5,924,884)	88%	(26,629)
Other Expenses	(706,959)	(568,353)	(734,742)	(874,071)	(705,621)	10%	(3,171)
Indirect Expenses	(1,065,265)	(930,612)	(938,495)	(868,163)	(1,150,790)	17%	(5,172)
Total Expenses	(6,355,031)	(6,687,761)	(6,865,935)	(7,647,985)	(7,781,295)	116%	(34,972)
Net Result	(396,690)	(455,535)	(543,585)	(1,035,403)	(1,047,484)	16%	(4,708)

EARLY EDUCATION CENTRE	Rate Increase on 2019/20 Approved Budget					% of	Average
	2015/16 Total Actuals	2016/17 Total Actuals	2017/18 Total Actuals	2018/19 Total Actuals	2019/20 Approved Budget	Total Income	Per Place
Income	5,698,289	6,040,430	6,071,608	6,414,195	7,617,604		34,236
Other Income	260,052	191,796	250,742	198,387	215,362		968
Total Income	5,958,341	6,232,226	6,322,350	6,612,582	7,832,966		35,204
Employee Costs	(4,582,807)	(5,188,796)	(5,192,698)	(5,905,751)	(5,924,884)	76%	(26,629)
Other Expenses	(706,959)	(568,353)	(734,742)	(874,071)	(705,621)	9%	(3,171)
Indirect Expenses	(1,065,265)	(930,612)	(938,495)	(868,163)	(1,150,790)	15%	(5,172)
Total Expenses	(6,355,031)	(6,687,761)	(6,865,935)	(7,647,985)	(7,781,295)	99%	(34,972)
Net Result	(396,690)	(455,535)	(543,585)	(1,035,403)	51,671	-0.66%	232

Rates & Occupancy	2015/16 Total Actuals	2016/17 Total Actuals	2017/18 Total Actuals	2018/19 Total Actuals	2019/20 Approved Budget	Proposed Rate	Increase
Rate 0-3s	\$105	\$109	\$114	\$114	\$122	\$142	16.4%, \$20 p/d
Rate 4-5s	\$100	\$103	\$106	\$106	\$116	\$136	17.2%, \$20 p/d
Places occupied	222.5	222.5	222.5	222.5	222.5	N/A	N/A
Places licenced	230	230	230	230	230	N/A	N/A
Occupancy Rate	96.74%	96.74%	96.74%	96.74%	96.74%	N/A	N/A
Cost per child occupied P/Y	(28,562)	(30,057)	(30,858)	(34,373)	(34,972)	N/A	N/A
Cost per child licenced P/Y	(27,631)	(29,077)	(29,852)	(33,252)	(33,832)	N/A	N/A
Cost Per child per day	(116)	(122)	(125)	(139)	(142)		

REPORT CM/7.3/19.12



Subject: Hugh Bamford and Williams Park - Plan of Management - Leases and Licences

TRIM No: A18/0191

Author: Bianca Simpson, Service Manager, Open Space and Recreation

Director: Emily Scott, Director, Community, Assets and Operations

RECOMMENDATION:

That Council:

1. Pending approval from Crown Lands, publicly exhibits the amended draft Hugh Bamford and Williams Park Plan of Management attached to this report for a period of 42 days.
2. Authorises the Director, Community, Assets and Operations, to approve any minor amendments requested by Crown Lands prior to public exhibition.

1. Executive Summary

A plan of management is a document that defines the value, use, management practices and intent for the broad public purpose for which the land has been reserved. In 2018, Council resolved to prepare a Plan of Management for Hugh Bamford Reserve and Williams Park.

In line with the Council resolution, a draft plan was prepared and placed on consultation from the 22 August to 3 October. As part of this process the plan was provided to Crown Lands for feedback. Council has now received feedback on the draft Plan from the community, stakeholders and Crown Lands. Refer to Attachment A for the consultation summary report.

In light of the feedback on the draft Plan of Management, the plan has been updated; see Attachment 2. At the request of Crown Lands, the most significant change to the draft plan is the inclusion of 'express authorisation' for future leases and licences for the land. In order for Council to finalise the plan, we need to provide an opportunity for the community to review and provide feedback on the updated leasing and licensing information.

2. Introduction/Background

Williams Park and Hugh Bamford Reserve comprise a mix of parcels of land including community Land, Crown Land and parcels of road reserve formed by road closures. Council is the Crown Land Manager for the Crown land.

The *Crown Land Management Act 2016* (CLM Act) commenced on 1 July 2018, was introduced to govern the management of Crown land in NSW. The CLM Act introduces significant changes to the management of Crown land in NSW. Specifically, Councils will now manage their dedicated or reserved land as if it were public land under the Local Government Act 1993 (LG Act). Hugh Bamford Reserve and Williams Park is expected to be classified as 'community land' under the LG Act, meaning that councils are required to have plans of management for the land.

A Plan of Management for Hugh Bamford and Williams Park was drafted in consultation with stakeholders and the community as well as expert advice on the heritage significance of the reserves. The Draft Plan resolved to retain existing key infrastructure, such as the training field at Hugh Bamford Reserve and the nine-hole golf course on Williams Park under a different management model as well as incorporating enhancements.

In August and September 2019, the draft plan was presented to the community, stakeholders and Crown Lands, this report details the feedback Council has received and next steps in finalising and adopting the Plan of Management.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 20 August 2019	CM/7.10/19.08	<p>That Council:</p> <ol style="list-style-type: none"> 1. Treats Attachment 1 to this report as confidential in accordance with section 11(3) of the <i>Local Government Act 1993</i>, as it relates to a matter specified in section 10A(2)(d)(i) of the <i>Local Government Act 1993</i>. The attachment contains commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it. 2. Places the draft Hugh Bamford and Williams Park Plan of Management attached to this report on public exhibition for the period of 42 days during which submissions may be made to Council in accordance with section 38 of the <i>Local Government Act 1993</i>. 3. Notes that the NSW Department of Planning, Industry and Environment (Crown Lands NSW) will receive a copy of the draft Plan of Management. 4. Notes that officers will provide a further report to Council following public exhibition seeking adoption of the Plan of Management.
Council 17 April 2018	CM/7.15/18.04	<p>That Council:</p> <ol style="list-style-type: none"> 1. Commences the preparation of a Plan of Management for Hugh Bamford Reserve and Williams Park, and that the heritage artillery emplacements under the reserve be included in the Plan. 2. Funds the preparation of the Plan of Management from the SAMP Reserve. 3. Notes that the Open Space Strategy scheduled for completion in 2018–19 will include a priority program of additional Plans of Managements that require review or drafting in order to comply with the new <i>Crown Lands Act 2016</i>.

4. Discussion

This section provides detail on the feedback received from the community and Crown Lands and the required and recommended changes to the Plan of Management following the recent consultation period.

Changes to the Plan as required by Crown Lands

Crown Lands has advised that the Plan requires the following amendments on the basis of:

1. As at 1 July 2019 there was a transition from having 'reserve trusts' to 'Council being the Crown Land Manager'. References of 'reserve trust' in the PoM has therefore been updated.
2. The *Local Government Act 1993* requires Plans of Management to have 'objectives' for the management of the land and 'performance targets' on how performance is assessed. The draft PoM had referenced 'Directions', 'Actions' and 'Performance Indicators', these have since been updated to ensure there is no uncertainty on meeting the requirements of the Act on the basis of terminology.
3. If the land is subject to leasing and licencing, a plan of management must provide 'express authorisation' for leases and licences or other estates that may be granted over the land.

The first two points detailed above can be updated in the process of finalising the PoM. In regard to the third point, the *Local Government Act* contains restrictions on the ability of Council to grant leases, licences and other estates over community land. Leases and licences of public land limit the ability of the public to use that land as it's reserved for the exclusive use of one group. On this basis, community consultation is required to ensure the community's views are taken into account. While the draft PoM had identified existing uses and licencing and indicated future use, it had not used the exact phrasing to Crown Lands' satisfaction.

Notes on express authorisation for leases and licences and other estates

The requirements of the *Local Government Act 1993* stipulate that Council may only grant a lease, licence or other estate if it:

1. Is *expressly authorised* in the plan of management, and
2. Be consistent with the *core objectives* of the land, and
3. Be for a *purpose permitted* under the *Local Government Act 1993*.

Express authorisation

In regard to express authorisation a plan of management does not need to name a particular lessee etc in order to authorise a lease. It must contain a statement of authorisation that is wide enough to apply to the particular lease proposal. Council can limit the purpose of any lease, the type of potential lessee and the facilities that will be leased. Council may also specify any other conditions to apply to leases.

For example, any other licences which apply to the Hugh Bamford hall or sports fields could be covered by authorising certain activities such as *these facilities can be leased or licenced for sporting and auxiliary purposes*. This method provides Council with flexibility as the licences for individual sporting clubs are likely to change in the PoMs lifetime.

Refer to section 6.7 of Attachment 2 for the proposed text to authorise leases and licences for Williams Park and Hugh Bamford Reserve.

Core objectives

In regard to the requirement for leasing etc to be consistent with the core objectives of the land, as determined by the land categorisation (second point identified above). There are a range of categories that can be applied under the *Local Government Act*. Refer to Figure 6.6 of the PoM and the accompanying table, which details the recommended categories for Hugh Bamford and Williams Park as agreed with Crown Lands. For example, for a licence on the Hugh Bamford training field to be consistent with the core objectives of a 'sports field' category, it could demonstrate it was for the purpose to 'promote and facilitate recreation pursuits in the community involving organised and informal sporting activities and games' as defined in the *Local Government Act*.

Permitted purpose for leases, licences and other estates

The permitted purposes are listed in section 46 (1)(b) of the *Local Government Act*, those of particular relevance to Williams Park and Hugh Bamford Reserve include:

- Short-term, casual purposes prescribed in clause 116 of the *Local Government (General) Regulation 2005*.
- Activities appropriate to the current and future needs of the community in relation to a number of wide public purposes, including public recreation and social welfare.
- Public roads.

Other provisions dealing with leasing

Some other requirements of the Act for Council to be aware of include:

- Council must call tenders for leases etc. over five years, unless the lease etc. is to be granted to a non-profit organisation
- Sub-leases are only allowable for the same purpose as the original lease, with some exceptions. For example, the lease of a building to a sporting club for holding events/lessons/training cannot be subleased by the sporting club for public meetings or markets.
- Council may only grant exclusive occupation of community land through a lease, licence or other estate. Council cannot by-pass the Act by signing a 'management agreement', for example.
- Council cannot avoid the 21-year limit on leasing by including certain other terms in the lease.
- Certain developments on community land must be determined by the council itself rather than by staff under delegated authority.

Community and stakeholder consultation results

In seeking feedback on the draft PoM from stakeholders and the community:

- A web-based survey was made available. The survey asked for feedback on the vision statement, as well at the strategic themes. Respondents were also able to provide open feedback.
- Council officers held a Have Your Say Day on 31 August.
- Telephone interviews were conducted with relevant stakeholders.
- A meeting was also held with representatives of the Bondi Golf and Diggers Club.

During the consultation period:

- A total of 96 surveys were completed, 77 being completed online and 16 during a face-to-face discussion at the Have Your Say Day.
- Three email submissions were received.
- Five telephone interviews were conducted.

- The Have Your Say page received 353 visitors, indicating that many people were informed of the project and may have read the PoM but did not complete a survey.

As presented in the consultation report (Attachment 1), the key findings of the consultation include:

- The vision statement:
 - The majority of respondents were supportive of the Vision Statement. Main reasons for supporting it were that it captures the old school and local character of the precinct.
 - And whilst references to ‘public/community use/shared use between golfers and non-golfers’ was another dominant reason for supporting the Vision Statement, the shared use aspect was also the main concern amongst those who were not supportive as identified below.
- Support for strategic themes:
 - Respondents were most supportive/very supportive of the themes ‘Design and Setting’ (78%), ‘Community, Culture and Heritage’ (78%) and ‘Enhancing the Environment’ (75%).
 - Across all seven strategic themes, it should be noted that support was highest amongst those who visit Williams Park less often. This could suggest that respondents were more in favour of changes if they had less existing connections to the park (i.e. sport groups/club membership).

Concerns regarding the draft PoM

Overall, the main concern expressed on both the online and stakeholder engagement was the fear that the current use of the parks/facilities will be diminished or negatively impacted by some of the proposed actions, for instance:

- Golf-free days at Williams Park. This failed to appeal to both frequent and non-frequent Williams Park visitors.
- Walkways through both locations will impact golf usage and archery practice (Hugh Bamford Reserve), although this option did appeal to less frequent visitors to Williams Park.
- The Club House is regarded as a shared hub between golf users and martial arts clubs. Users of these were concerned about any club redevelopment changing the current management of the club.
- Respondents were least supportive of the theme ‘Playing and Relaxing’, with only 60% indicating at least some support - with comments such as ‘it will limit golf/encourages shared use/golf free days’, ‘redeveloping club/park should be considerate of current usage’. There was also concern that ‘Playing and Relaxing’ will introduce built structures such as viewing platforms and seating areas that will take away from the natural beauty.
- Regular users of Williams Park were generally less supportive of the seven themes than were less frequent/non-users—and this pattern was continued on the open-ended ‘appeal’ questions and the rating of nine specific action options.

Support for potential actions in the draft PoM

When rating their support for nine specifically-listed potential actions in the PoM, respondents were most supportive of the actions that did not directly change or impact the usage of the Parks such as introducing a footpath/crossing point along Military Road, installing a coastal lookout at Hugh Bamford and improved planting along both Military Road and the cliff edge.

Safety concerns

Safety was a reoccurring theme across both the online submissions and stakeholder interviews in regard to several aspects of the plan. The coastal walk is believed to be dangerous for risk of falling off. There are also potential hazards at both Hugh Bamford and Williams Park for visitors as golf and archery takes place and passers-by will be exposed to golf balls/arrows.

Consultation outcomes

There was general support for the overarching vision of the plan and most of the key ideas. Opinions were divided on the idea of introducing golf-free days and times. The intent of this proposal is to make Williams Park publicly available offering the maximum potential benefit to the community while ensuring safety of users from golf balls in play. The shared use concept is a means of maintaining the golf use on site and the landscape character of the course while enabling broader public access, use and benefit of this site.

The idea of shared use was not as popular, particularly with those who are current users of the golf course who may not be in favour of limiting their use of the site. While the sharing of Williams Park between golf and park users was divisive, the status quo of maintaining the golf course may not be sustainable in the medium- to long-term as golf membership/use is low and the long-term viability of the club is uncertain. Furthermore, the club house building requires re-building. It is therefore recommended that Council continue to pursue the shared use arrangement on a trial basis.

Other ideas presented in the plan were supported. It is therefore recommended that the PoM remain unchanged in response to the community consultation, but that implementation of change proposals be undertaken over time in consultation with user groups.

5. Financial impact statement/Time frame/Consultation

The PoM has an existing budget under the Capital Works program. This project is currently within budget, and the expected changes will not incur substantial cost to Council that would exceed the budget.

Upon Council approval of the updated PoM, Crown Lands can formally approve the plan to be placed on public exhibition. The public exhibition process will take 42 days. During this time, Council officers will make the document available to the public and take any further feedback on the Plan. A summary of the recent community consultation and information on the next steps of the project will be communicated. The next steps include the development of a detailed Master Plan that will consider wayfinding, lighting, waste management and a review of golf course layout, as identified in the PoM. It is expected that the plan can begin implementation in 2020.

Following the public exhibition period, a report will be prepared for Council to consider adopting the PoM in early 2020.

6. Conclusion

It is recommended that Council exhibits the updated PoM and authorises the Director, Community, Assets and Operations, to approve any minor amendments and amendments requested by Crown Lands.

7. Attachments

1. Consultation summary (under separate cover) ➡
2. Hugh Bamford and Williams Park Plan of Management (under separate cover) ➡ .

REPORT CM/7.4/19.12



Subject: Petition - Renewable Energy Target

TRIM No: A02/0131

Author: Richard Coelho, Governance and Internal Ombudsman Officer

Director: John Clark, Director, Customer Service and Organisation Improvement

RECOMMENDATION:

That Council refers the petition requesting Council to set a target of 100% renewable energy by 2030 to the Director, Planning, Environment and Regulatory, for appropriate action, and a report come back to Council.

1. Executive Summary

Council has received a petition from Climate Action Sydney Eastern Suburbs (CASES) containing 540 signatures mostly from residents of the Waverley local government area requesting Council to set a target of 100% renewable energy by 2030.

The petition does not fully comply with the Petitions Policy. However, it is recommended that the petition be forwarded to the Director, Planning, Environment and Regulatory, for appropriate action, and that a report come back to Council on the outcome.

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 petition states:

'CASES requests Waverley Council sets a target of 100% renewable energy by 2030.

We the undersigned call on our local council, Waverley, to address the current climate emergency as a matter of utmost importance.

We request that Waverley Council:

- *Publicly declares a climate emergency as the rest of the world is doing.*
- *Sets in train actions for satisfying a 100% renewable energy target by 2030.*
- *Works with the community to achieve this goal in Waverley.*

- *Works through Local Government Association to put pressure on both the State and Federal governments to commit to a national goal of 100% renewable energy.'*

Council's Petitions Policy states that a petition must have the following details on each page of the petition:

- (a) *The subject matter of the petition and the action requested.*
- (b) *The name, address and signature of those people who support the petition.*

The petition does not comply with the Petitions Policy because it does not contain the address or signature per se of those people who support the petition. However, it does contain the name, e-mail address, phone number and post code of supporters. The petition is therefore sufficiently compliant to be considered.

5. Financial impact statement/Time frame/Consultation

There is no financial impact in Council receiving the petition.

6. Conclusion

It is recommended that the petition be forwarded to the Director, Planning, Environment and Regulatory, for appropriate action, and that a report come back to Council on the outcome.

7. Attachments

Nil.

REPORT CM/7.5/19.12



Subject: Bondi Festival 2020 - Proposal

TRIM No: A19/0057

Author: Meredith Graham, Executive Manager, Engaging Waverley

Director: John Clark, Director, Customer Service and Organisation Improvement

RECOMMENDATION:

That Council:

1. Endorses the event concept for the Bondi Festival as outlined in this report, bringing together the Bondi Winter Magic and Bondi Feast programs.
2. Endorses the initial draft budget for the Bondi Festival 2020 proposal for inclusion in the 2020–21 budget process, noting a final budget will be submitted to Council at a future date, as some costs may be reduced following further planning and cost analysis.
3. Endorses the creative lighting installation component and associated budget for the trial creative lighting offering in 2020 for inclusion in the 2020–21 budget process.

1. Executive Summary

The proposal contained in this report outlines the bringing together of the Bondi Winter Magic program with the Bondi Feast festival into a cohesive, family inclusive program that celebrates art and culture in Bondi. The proposal takes account of the Bondi Pavilion closure for the restoration project.

2. Introduction/Background

Bondi Winter Magic has been an annual event for the past 10 years and was developed as a destination marketing and entertainment program undertaken in conjunction with the Bondi and Districts Chamber of Commerce, designed to enliven Bondi Beach during the winter months/winter school holiday period. Key features are the beachside ice rink and the 22 metre Ferris wheel. Bondi Feast is a fringe-style festival celebrating home-grown theatre, comedy, cabaret and circus which is designed to drive cultural tourism and night-time participation in the Local Government Area (LGA). For the past seven years, Bondi Winter Magic and Bondi Feast have run concurrently, with Bondi Feast coming under the umbrella of Bondi Winter Magic for the 10 nights of its programming.

While the two programs have drawn substantial crowds throughout the off-season and have a strong reputation in the local and city-wide community, they have also needlessly competed for Council resources and media attention. Accordingly, it is proposed that consideration be given to combining Bondi Winter Magic and Bondi Feast into a single cohesive event in 2020, with a view to providing a range of benefits including the merging of the two audiences, solidifying the event delivery and reinvigorating marketing and branding.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 21 May 2019	CM/8.2/19.05	That: 1. Council investigates working with Destination NSW to attract Vivid events to Bondi Junction in 2020 in a similar way to Willoughby Council, which has attracted Vivid events to Chatswood. 2. A report comes back to Council.

4. Discussion

Both Bondi Winter Magic and the Bondi Feast festivals share the following objectives:

- To enliven and activate Bondi Beach during winter – day and night.
- To support the local community made up of local businesses, local artists and local audiences.
- To provide festive, fun and cultural activities during the winter period.

This report outlines a proposal for how the two events can be merged into one all-ages winter festival, comprising the best of Bondi Winter Magic's family focused programming with Bondi Feast's vibrant arts program. The working title and associated tagline of the merged festival is:

'Bondi Festival – Winter never looked so good'

The proposed Bondi Festival would bring together two of Council's major winter events: Bondi Winter Magic and Bondi Feast, to create the potential for an event with greater impact, rejuvenate Council's Bondi Winter Magic offering, build on the growing success of Bondi Feast and provide a more efficient event delivery model.

Combining the best of both events, the Bondi Festival concept is an all-ages winter arts festival bringing families and culture enthusiasts to Bondi Beach in winter.

The proposed objectives of 'Bondi Festival' 2020 are to:

- Activate the Bondi Beach area in a historically quiet period providing an exciting school holiday and winter destination and delivering economic benefit for local businesses.
- Activate the Bondi Beach area in a time of change during construction.
- Create both artistic excellence and community activation.
- Generate a creative environment and involve the community in arts and cultural activities.
- Engage with the Chamber of Commerce and local businesses.
- Provide live entertainment for audiences of a variety of demographics.
- Successfully rebrand Bondi Winter Magic and Bondi Feast to build on their reputations, ensuring an exciting artistic and cultural offering.
- Grow the festival in preparation for the reopening of the Bondi Pavilion, post-renovations.

Proposed dates

It is proposed that Bondi Festival be held over 17 days from 3 to 19 July 2020.

The proposed program has been designed to provide key focal events over three weekends during the festival period along with programming on each day/night of the week. It lengthens the previous two week program offered through the Bondi Feast and shortens Bondi Winter Magic to provide a more focused, dynamic program.

Key locations

North Bondi Park, Roscoe Street Mall/Campbell Parade and Queen Elizabeth Drive.



Figure 1. Site map.

This site map incorporates current plans for works occurring at Bondi Beach throughout winter 2020.

A key challenge is to combat the loss of visibility in moving away from the prominence of the Bondi Pavilion location. It is proposed to activate Campbell Parade and Bondi Road with flags, creative signage and window marketing activation from local business shop fronts.

Components of the event concept

- Ice Skating Rink (entire festival): 17 days/nights of ice-skating at Bondi Beach.
- Ferris Wheel (entire festival): 17 days/nights of the Ferris wheel at Bondi Beach.
- Festival Garden (entire festival): as per Bondi Feast in 2019, however the garden to be moved to North Bondi Park due to the Bondi Pavilion restoration project and filled with a vibrant mix of shows and experiences.
- Live Performance – cabaret, circus, comedy, theatre (entire festival): as per Bondi Feast programming of previous years, however with the increased tent size there will be an opportunity to draw in larger-scale productions.
- Live Performance – family theatre performances (entire festival): introducing performances during the day for younger audiences and their parents/guardians, targeted to school holidays.
- Bondi Festival Eats, including discount meal offers (entire festival): partnerships with local businesses for discounted meal offers/set-menus and dinner-show packages. This aspect of the

programming is aimed at forming a greater connection between the business area of Bondi and the Festival precinct.

- Festival Tours – silent disco walking tours, Bondi history walks, interactive walking tours (entire festival): combining the existing popular tours of both Bondi Winter Magic and Bondi Feast.
- Food Safari (date to be confirmed): partnering with local eateries, this ticketed event proposes taster plates at a number of local Bondi restaurants, ending in the Festival Garden.
- Festival Garden Opening Party (Saturday 4 July to Sunday 5 July): commencing with an Opening Launch in the afternoon of Saturday 4 July in the Festival Garden with family friendly events.
- Long Table Banquet (Saturday 11 July): a long-table ticketed multi-course winter banquet.
- Bondi Block Party (Saturday 11 July and Sunday 12 July): merging Bondi Winter Magic events Music on the Streets and Art Trail, into one weekend of community focused activation in Roscoe Street Mall/Campbell Parade/other streets, with pop-up performances, live art, music and potentially food.
- School Holiday Programming within Festival Garden (entire festival): including workshops hosted by artists performing at the festival.

Weekend headline events

To provide key focal events across the three weekends during the 17-day festival period:

- Saturday 4 to Sunday 5 July: Festival Garden Opening Party including Opening Launch on Saturday 4 July commencing late afternoon with family events followed by arts programming and celebrations.
- Saturday 11 July: Festival Banquet, a long table banquet event in the Festival Garden.
- Saturday 18 to Sunday 19 July: Bondi Block Party, a weekend-long community focused street activation event encompassing Art Trail, Music on the Streets and pop-up performances.

Possible additional component

- Creative lighting installation on Bondi Beach sand (entire festival, evenings only). See the detailed discussion below in this report.

Venues

A key challenge of the programming for 2020 is the Bondi Pavilion restoration project and the unavailability of the Bondi Pavilion as a venue. It is proposed that 4–5 external venues are programmed consisting of large capacity tents and shipping containers. These would all be positioned in the proposed Festival Garden in North Bondi Park.

The proposal includes these venues being filled with Bondi Feast-style arts programming from Monday to Sunday evenings, with family friendly performances taking place during the day. Outside of these venues, the Festival Garden is also proposed to be filled with activations including participatory artworks, family-friendly installations, micro-performances and roaming entertainment.

Creative lighting installations – Partnership with Economic Development

Council's support of art and culture as well as the local economy is highlighted through a range of adopted strategies and plans, for example; Bondi Junction Evening Culture and Entertainment Strategy, Creative Lighting Strategy and Sustainable Visitation Strategy. In particular, Waverley's Creative Lighting Strategy responds to Council's vision to create *'a memorable application of light that integrates social gathering, public health and safety, sustainability and economic vitality into the urban environment.'*

Council's resolution in May 2019 to investigate the possibility to attract Vivid events to the LGA highlights the potential for creative lighting programming and activation. The proposed Bondi Festival is considered an ideal platform to integrate small scale lighting components, which would complement the new festival itinerary and the outdoor structure of the event in 2020, given the Bondi Pavilion restoration.

Council officers from the Economic Development and Engaging Waverley teams have been working together to integrate the proposed creative lighting offering in 2020 with the Bondi Festival Event proposal and as a result are recommending consideration of a selection of the following installations for the Bondi Festival 2020 event. Amigo and Amigo, the producers of Bondi Junction's Parabolic Lovecloud installation (2017), have been approached to provide recommendations on a mix of lighting installations to be used as the 2020 creative lighting proposal, outlined in the report to the Strategic Planning and Development Committee on 3 December 2019 on investigations into creative lighting and Vivid in Waverley. Amigo and Amigo have recommended the following mix of artworks:

Creative concepts (see Attachment 1)

Cocoon

Theme: One large feature installation recommended to be the highlight of the installation works. Attendees can contribute their heartbeat to the external lights or choose to crawl inside of the Cocoon.

Approx. Dimensions: 15m diameter x 7m tall.

Proposed Locations: Festival Garden.

Cocoon Hammock

Theme: Cocoon hammocks are baby versions of the large Cocoon in the form of hammocks that allow people to relax and take in the sculptural form in the natural setting.

Approx. Dimensions: 6m diameter x 4.5m tall.

Proposed Locations: Bondi Junction, Waverley Park, Hall Street, Hunter Park and Bondi Park, Festival Garden.

Cocoon Swings (custom built product, no images available)

Theme: A set of Cocoon inspired swings (6+) dispersed throughout the LGA, leading down to the main Cocoon installation. The Cocoon Swings are much smaller in size and create the opportunity to relax and enjoy rhythmic swinging along with the animations of Cocoon.

Approx. Dimensions: 2m diameter x 2.2m tall.

Proposed Locations: Bondi Junction, Waverley Park, Hall Street, Hunter Park and Bondi Park, Festival Garden.

Budget considerations

Installation	Rental	Install/Dismantle	Structure & maintenance	Total
Cocoon	\$20,000	\$10,000	\$25,000	\$55,000
Cocoon Swing x 10	\$10,000	Included in rental	Included in rental	\$100,000
Cocoon Hammock x2	\$30,000	Included in rental	Included in rental	\$60,000
Sub-total				\$215,000
Contingency				\$35,000
Total				\$250,000

Sponsorship opportunities

Bondi Winter Magic attracts limited small sponsorships, sought by the Chamber of Commerce and primarily centred on the key assets of the event, the Ferris wheel and the ice rink. These have primarily been local retailers however in 2019 Lime Bikes were also a sponsor.

Under the merged event offering, Bondi Festival would contain a number of new sponsorship opportunities. It is anticipated that Council officers would work together with the Chamber of Commerce and develop a combined approach to sponsorship attraction, aligning to Council's Sponsorship Policy.

A detailed prospectus would be developed to effectively outline the opportunities. Council officers are of the view that the potential for sponsorship attraction, including corporate level sponsorship, is greatly enhanced with the proposed Bondi Festival offering.

Marketing and branding

A strategic overhaul and amalgamation of the branding of both Bondi Feast and Bondi Winter Magic is proposed to create vibrant, contemporary and familiar branding for Bondi Festival.

The Bondi Feast Website, Bondi Winter Magic Facebook page and Bondi Feast Instagram page would be rebranded to Bondi Festival accounts. Sponsorship could also be sought for input from a creative agency.

Partnerships

Externally, Bondi Winter Magic has been a joint initiative between Council and the Bondi and Districts Chamber of Commerce. Discussions have been held with the Chamber of Commerce and they are enthusiastic about the proposal for the merged Bondi Festival event concept. It is anticipated they will have continued involvement as a key partner. With a more comprehensive sponsorship offering, key sponsors are anticipated to also play a partnership role in some aspects of the event.

5. Financial impact statement/Time frame/Consultation

In 2019, expenditure and income for the two events were as follows:

	Bondi Winter Magic	Bondi Feast	Combined
Income	\$65,000	\$80,000	\$145,000
Outgoings	(\$27,900)	(\$220,245)	(\$248,145)
Net Result	\$37,100	(\$140,245)	(\$103,145)

Proposed Bondi Festival budget

A draft budget for the proposed 2020 Bondi Festival has been developed in the context of the need to deliver the entire event outdoors, without the Bondi Pavilion available, as follows:

Bondi Festival	
Income	\$262,920
Outgoings	(\$497,083)
Net Result	(\$234,163)

Based on this estimate the additional budget requirement to hold the Bondi Festival 2020 as proposed in this report \$131,018 for the 2020–21 financial year.

It should be noted that continuing to run the Bondi Winter Magic and Bondi Feast as standalone events in 2020 would necessitate a rethink of the event delivery in consideration of the Bondi Pavilion restoration and the unavailability of the Pavilion as a venue. Were Council to deliver the events in their current form in 2020, it is anticipated the additional budget required would be approximately \$200,000.

If approved, funding for the program of events contained within the proposed Bondi Festival would be included in the 2020–21 budget process.

Future event costs

Costs associated with the Bondi Pavilion closure and managing the event in outdoor temporary venues have been calculated at approximately \$100,000. This includes venue hire for temporary venues, outdoor facilities, power, security and extra staffing costs associated with the outdoor delivery of the 17 day/night event. Therefore, it is expected that the budget required for the Bondi Festival in 2023 would decrease by an amount of approximately \$100,000.

Staff are investigating options for venues during the Pavilion closure that may reduce costs for this project. This will be reported to Council in early 2020.

Creative lighting installation budget

As noted above in the report, the Economic Development team are proposing to incorporate the 2020 creative lighting pilot into the programming for the proposed Bondi Festival 2020. The estimated budget is \$215,000 (with a contingency of \$35,000), and while the creative lighting/Vivid proposal is a separate consideration for Council, Council officers will seek to coordinate efforts in planning and in sponsorship considerations.

6. Conclusion

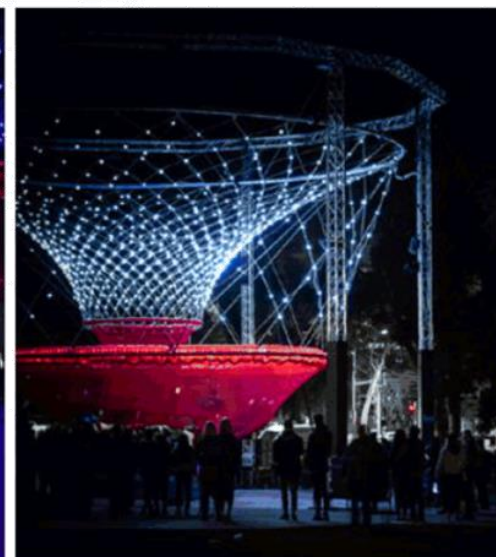
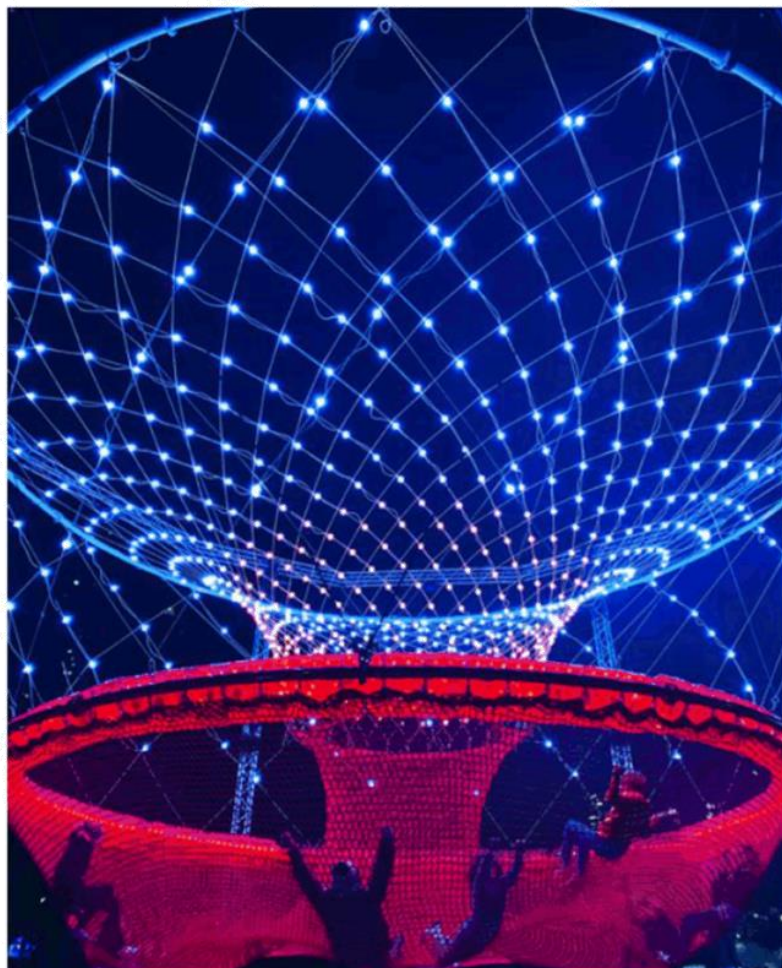
The proposal to merge the Bondi Winter Magic and Bondi Feast programs into an inclusive event showcasing art and culture in Bondi is outlined in this report. Additional costs associated with the delivery of the event in the context have been identified in the context of the Bondi Pavilion restoration project.

7. Attachments

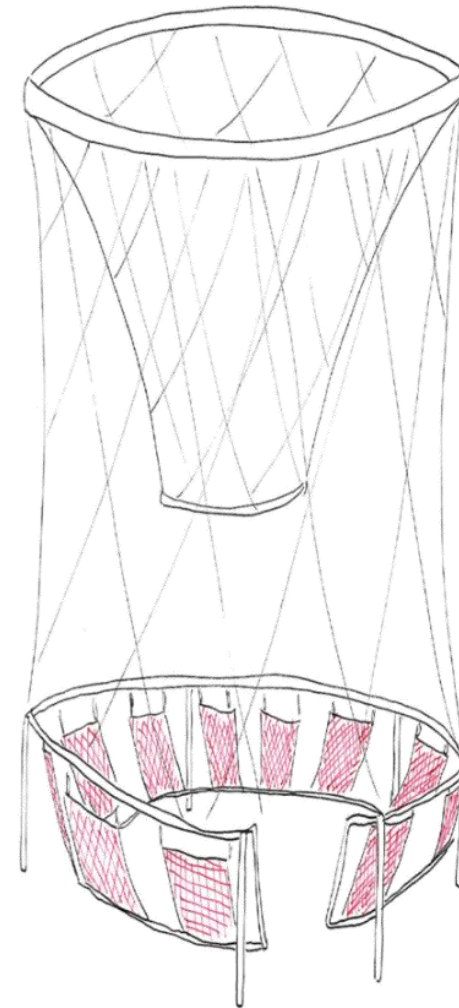
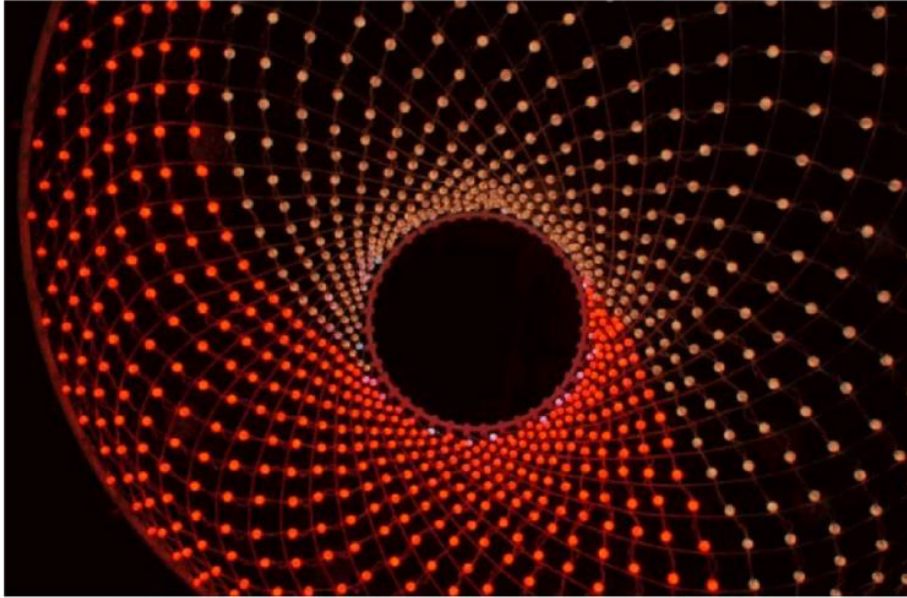
1. Creative lighting 2020 - Concept ideas [↓](#)



Pilot 2020 – Concept Ideas: Cocoon

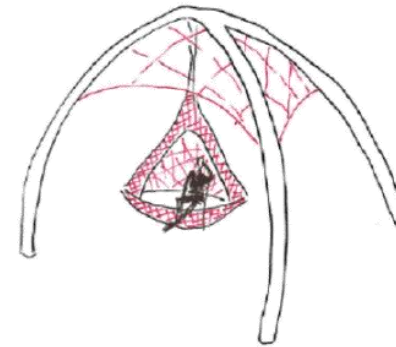
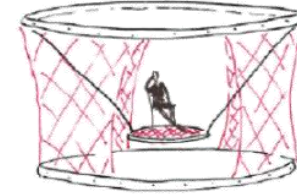
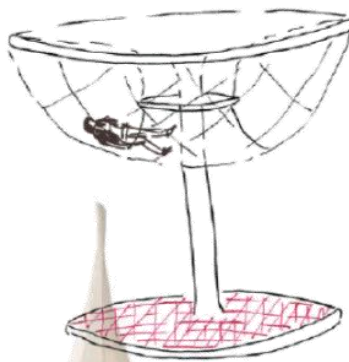


Pilot 2020 – Concept Ideas: Cocoon Hammock



WAVERLEY COUNCIL

Pilot 2020 – Concept Ideas: Cocoon Swings



C O C O O N S W I N G S

A set of Cocoon inspired swings installed around the main Cocoon, create a relaxing moment for the public to enjoy rhythmically swinging along with the animations of Cocoon.

REPORT
CM/7.6/19.12

Subject: Events - Requests for Financial Assistance

TRIM No: A17/0607

Author: Shaun Munro, Acting Manager, Outdoor and Flagship Events
Meredith Graham, Executive Manager, Engaging Waverley
Annette Trubenbach, Executive Manager, Community Programs

Director: John Clark, Director, Customer Service and Organisation Improvement

RECOMMENDATION:

That Council, under section 356 of the *Local Government Act*:

1. Grants up to \$2,310 (excluding GST) in financial assistance and additional in-kind support to Flickerfest to help cover the costs of running the 29th Annual Flickerfest Short Film Festival in 2020.
2. Grants up to \$9,500 (excluding GST) in financial assistance and additional in-kind support to the Bondi Association for Arts and Music to help cover the costs of running the 2020 Latin American Festival.
3. Grants up to \$12,123 (excluding GST) in financial assistance and additional in-kind support to Ocean Lovers Alliance to help cover the costs of running the 2020 Ocean Lovers Festival.
4. Grants \$1,325 (excluding GST) in financial assistance to the Dover Heights Shule to cover event fees associated with holding the Chanukah Festival.

1. Executive Summary

The annual events program in Waverley provides a range of cultural and recreational activities for residents and visitors of Waverley. In July 2019, Council adopted the high impact events scheduled for 2019–20, which included Flickerfest, the Latin American Festival and the Ocean Lovers Festival. These events have a strong alignment between the event objectives and Council's goals for provision of community-centred and vibrant, cultural events.

Three event organisers have recently made requests for support from Council. These events are the Flickerfest International Film Festival, the Bondi Latin American Festival and the Ocean Lovers Festival.

This report provides further information and makes a recommendation of support for each event.

Council has also received a late request for assistance from the Dover Heights Shule in support of their annual Chanukah Festival on 22 December at Dudley Page Reserve.

2. Introduction/Background

The residents of Waverley benefit from the opportunities provided by external event organisers delivering events in the local government area. The totality of event opportunities provided by third parties enhances

the breadth and diversity that would be possible to achieve if Council was to design, develop and deliver all of the activities independently.

A number of organisers for upcoming annual events have made requests for support from Council in order to successfully deliver their events.

Under section 356 of the *Local Government Act 1993*, Council may, in accordance with a resolution of Council, contribute money or otherwise grant financial assistance to persons for the purpose of exercising its functions.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 16 July 2019	CM/7.13/19.07	<p>That Council:</p> <ol style="list-style-type: none"> Approves the following program of high impact events scheduled for the period 1 July 2019 to 30 June 2020: <ol style="list-style-type: none"> Bondi Winter Magic. City2Surf. Festival of the Winds. Sculpture by the Sea. Bondi to Bronte Swim. Carols by the Sea. Dudley Page New Year's Eve. Flickerfest. Open Air Cinema. Bowl-A-Rama. Latin American Festival. Ocean Lovers Festival. North Bondi RSL ANZAC Day Dawn Service Ceremony. Bondi Blitz. Global Table. Notes that all scheduled high impact events outlined in Attachment 1 to this report are required to comply with Council's existing Events Policy and Event Management Guidelines.

		3. Commences negotiations with the relevant event organisers regarding future contractual and/or procurement arrangements for the delivery of approved high impact events from 2019 onwards in accordance with the next steps outlined in Attachment 1 to this report.
Council 19 March 2019	CM/7.5/19.03	That Council grants \$16,435 in financial assistance to Avviso Public Relations for the use of Council facilities during the Ocean Lovers Festival 2019, in accordance with section 356 of the <i>Local Government Act 1993</i> .
Council 11 December 2018	CM/7.2/18.12	That Council: <ol style="list-style-type: none"> 1. Allocates a grant of \$2,240 from Council's Small Grants program to Flickerfest to provide street flags on Campbell Parade advertising the 2019 Flickerfest event. 2. Grants up to \$12,450 in financial assistance and additional in-kind support, under section 356 of the <i>Local Government Act 1993</i>, to the Bondi Association for Arts and Music to help cover the costs of running the 2019 Latin American Festival. 3. Grants up to \$9,146 in financial assistance, under section 356 of the <i>Local Government Act 1993</i>, to the Variety Club to cover the cost of parking for the Bondi to Batt Reef Bash being held in July 2019.
Council 20 February 2018	CM/7.11/18.02	That Council grants up to \$17,000 in financial assistance, under section 356 of the <i>Local Government Act 1993</i> , to the Bondi Association for Arts and Music to help cover the costs of running the 2018 Latin American Festival.

4. Discussion

Flickerfest

Flickerfest has been run at the Bondi Pavilion for over 25 years. The event is one of Australia's leading short film festivals and greatly enhances the cultural offering available to residents and visitors at the Pavilion.

Flickerfest have requested a grant of \$2,310 which will be used for the purposes of installing and uninstalling street flags along Campbell Parade to advertise the event, and ancillary costs related to event delivery and filming their annual festival trailer at the Bondi Pavilion. Flickerfest pays for the usage of the courtyards and Bondi Pavilion Theatre and attracts annual audiences of approximately 5,000 people, as well as attracting significant media coverage over the summer period.

It is recommended that Flickerfest be provided with \$2,310 in financial assistance to be funded from existing operational budget, a portion of which will be paid back to Council to cover the costs of using venue facilities.

Bondi Latin American Festival

The Bondi Latin American Festival will be held for the 42nd time in March 2020. With Council's support, the event continues to grow its audience base and subsequently each year enables the festival to be less reliant on Council financial support to meet event operational costs.

Council provided financial support of \$17,000 in 2018, \$12,450 in 2019 and now in 2020 Bondi Association for Arts and Music has requested a \$9,500 contribution in support for venue hire and festival parking costs. Waverley Council will continue to be recognised as an event partner in recognition of its support for the event.

It is recommended that Bondi Association for Arts and Music be provided with \$9,500 in financial assistance.

Ocean Lovers Festival

The purpose of Ocean Lovers Festival is to build awareness of the global plight of oceans in a fun and accessible way through a festival featuring educational and cultural events with the aim of building awareness and response to the global plight of oceans.

Marine conservation and sustainability are the driving themes of the festival. The festival highlights global alliances as well as local best practice in the area of marine conservation. The event features practical demonstrations of solutions to waste recycling and reduction of plastics in everyday living, including reuse of cleared ocean plastics.

In its inaugural year, Ocean Lovers Festival was a major success, attracting over 15,000 people. The event raised over \$11,000 for ocean related causes and engaged a broad audience including community groups, conservation ambassadors, organisations and educational institutions.

Council endorsed a grant for the festival of \$16,435 to Ocean Lover Alliance in 2018 for the purpose of covering costs related to venue hire and operational delivery.

Ocean Lovers Festival requested Council contribute to its venue hire costs as a partnership contribution again in 2019. It is recommended that Ocean Lovers Alliance be provided with \$12,123 in financial assistance

Chanukah Festival

Funds are sought for a community event celebrating Chanukah, the Jewish Festival of Lights, in Dudley Page Reserve on 22 December 2019. In Dover Heights, 48% of the population identified as Jewish in the 2016 census, making this an important local community celebration of good will. This family-friendly event has run successfully in Dudley Page Reserve for a number of years and always draws a large audience.

5. Financial impact statement/Time frame/Consultation

Financial impact and time frame

In addition to the information provided above, the below table provides further detail regarding the cost of each event.

Where a grant is being sought to cover the costs of charges that are payable to Council under its schedule of fees and charges the net cost is nil, unless Council would have otherwise been able to utilise the assets for community or financial gain.

Table 1. Grant requests.

Event name	Timeframe	Grant requested	Notes
Flickerfest	January 2020	\$2,310	Installing and uninstalling street flags along Campbell Parade \$1,760. Venue hire costs related filming annual festival trailer at the Bondi Pavilion \$550.
Bondi Latin American Festival	March 2020	\$9,500	The proposed grant of \$9,500 does not represent any financial expenditure by Council as the funds must be used in accordance with terms of the grant—i.e. for venue hire—and will therefore be paid back to Council to cover venue hire and festival parking costs.
Ocean Lovers Festival	March 2020	\$12,123	The proposed grant of \$12,123 does not represent any financial expenditure by Council as the funds must be used in accordance with terms of the grant—i.e. for venue hire— and will therefore be paid back to Council to cover venue hire and festival parking costs.
Chanukah	December 2019	\$1,325	Funds to cover the cost of venue hire of Dudley Page Reserve for the event.

Consultation

Communication with all event organisers has been consistent and on-going, meetings have been held with the various event stakeholders, draft event management delivery plans have been requested and provided as per Council's Events Policy.

The Bondi Beach Precinct Committee convenor is aware of the annual program that includes these events. Commercial tenants and community stakeholders in the Bondi Pavilion are also aware and supportive of the annual events program and will be notified of any specific impacts related to their tenancy.

6. Conclusion

The annual events program in Waverley provides a range of cultural and recreational activities for residents and visitors of Waverley. In July 2019, Council adopted the high impact events scheduled for 2019–20, which included Flickerfest, the Latin American Festival and the Ocean Lovers Festival.

The activities in this report represent considerable value to the community and the grants and in-kind support represent a comparatively modest impact to Council's operational budgets.

7. Attachments

Nil.

REPORT
CM/7.7/19.12

Subject: Eastern Reserve - Slope Stabilisation

TRIM No: A19/0683

Author: Jack Farag, Project Officer

Director: Emily Scott, Director, Community, Assets and Operations

RECOMMENDATION:

That Council:

1. Enters into contract with EB Group Pty Ltd for the stabilisation of the slope at Eastern Reserve for the sum of \$124,363 (excluding GST).
2. Allocates \$40,000 from the SAMP Parks Infrastructure Reserve to fund the budget shortfall for the works.

1. Executive Summary

The purpose of this report is to seek Council's approval to enter into contract with EB Group Pty Ltd for the stabilisation of Eastern Reserve slope for the sum of \$124,363 (excluding GST).

Following a request for quotation (RFQ) for these services issued to contractors via an open market process, Council only received two quotes. Council's Purchasing Procedure currently requires a minimum of three written quotes to be obtained for projects with costs between \$50,001 and \$250,000. Council has resolved that the General Manager cannot approve exemptions from the Procedure for purchases greater than \$50,000. Therefore, Council approval is required.

2. Introduction/Background

Safety concerns were raised by the Dover Heights Precinct in relation the stability of the slope from the cul-de-sac end of Bulga Road and descending north, along the top of the coastal cliff at Eastern Avenue Reserve in Vaucluse. As a result, funding intended for signage and upgrade of entrances was re-allocated for Eastern Avenue to undertake this high priority stabilisation project.

The scope of works, include but are not limited to:

- Co-ordinate the supply, delivery and installation works of sandstone blockwork to secure the slope.
- Any works associated with the connection and installation of the drainage elements (such as the garden tap, agi pipe, subsoil soak pit, etc.).

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 27 September 2018	CM/8.6/18.09	<p>That Council:</p> <ol style="list-style-type: none"> Notes the concerns raised by the Dover Heights Precinct in relation the stability of the slope at Eastern Avenue Reserve starting at the top of Bulga Road and descending North. Redirects the existing \$25,000 capital works funding for Eastern Avenue to this higher priority stabilisation project. Informs the Dover Heights Precinct of its decision.

4. Discussion

Council carried out a RFQ process seeking submissions from appropriately qualified and experienced contractors via the Tenderlink online portal.

A Quotation Evaluation Committee (QEC) was established to evaluate the quotations. The QEC consisted of:

- Brigid Phelps – Landscape Architect.
- Frank Tam – Project Manager.
- Jack Farag – Project Officer.

Council's Acting Procurement Manager chaired the quotation evaluation meeting; however, he did not participate in the scoring and evaluation of the quotations.

Quotations for the stabilisation of Eastern Reserve Slope were called on Tenderlink on 31 October 2019 via the Tenderlink online portal.

Quotations closed at 2 pm on 18 November 2019 and a total of two quotations were received from the following respondents:

- EB Group Pty Ltd.
- Kasharno Pty Ltd.

Following evaluation of the quotations, the QEC recommends that the services offered by EB Group Pty Ltd provides the best value to Council. Overall, EB Group Pty Ltd 's quotation was more comprehensive in terms of its supporting documentation. Although, EB Group Pty Ltd scored lower in price assessment compared to the other submission, they scored highest overall in the evaluation scoring process. It is therefore recommended that Council accepts EB Group as the preferred contractor for the stabilisation of Eastern Reserve Slope.

The number of written quotations received via the request for quotation process did not meet the minimum required under Council's Purchasing Policy, for projects with costs of \$50,001 to \$250,000. Therefore, it is recommended that Council approves the recommendation of the committee to award a contract to the EB Group.

5. Financial impact statement/Time frame/Consultation**Financial impact statement**

The capital works budget for this project (C0576) is currently \$90,556. The quotation price is \$124,363 (excluding GST). There is a gap between the budget and contract amount as the project scope was enhanced prior to procurement, as a result it requires a budget increase of \$40,000 and this increase proposed to be funded from SAMP Parks Infrastructure Reserve.

Time frame

The project is expected to commence in early February 2020 and be completed by late April to early May 2020.

6. Conclusion

It is recommended that Council endorses EB Group for the stabilisation of Eastern Reserve Slope.

7. Attachments

Nil.

**REPORT
CM/7.8/19.12**

Subject: Bondi Lifeguard Facilities and Bondi Park Southern Amenities Projects - Update

TRIM No: A18/0028

Author: Frank Tam, Project Manager, Major Projects
Sharon Cassidy, Executive Manager, Major Projects

Director: Emily Scott, Director, Community, Assets and Operations

RECOMMENDATION:

That Council:

1. Receives and notes this update on the Bondi Park Southern Amenities and Lifeguard Facilities projects.
2. Notes the outcomes of the consultation completed in April 2019.
3. Endorses the updated design for the Lifeguard Facilities project attached to this report.
4. Progresses to a request for tender following receipt of integrated development application approval.

1. Executive Summary

The purpose of this report is to provide Council with a project update on the Bondi Park Southern Amenities and Lifeguard Facilities projects.

Stakeholder engagement has been undertaken following Council endorsement in March 2019. The consultation outcomes were reported to Council via email in April 2019 and design progressed with an integrated DA submitted in September 2019.

While there were no changes to the Bondi Park Southern Amenities concept design endorsed by Council there have been changes to the Lifeguard Facilities design that has progressed to integrated DA. This report details the changes.

2. Introduction/Background

The Bondi Beach, Park and Pavilion Plan of Management outlines the need for additional amenities at Bondi Beach. Council resolved to investigate this further via a feasibility study completed by Arup in 2018.

In August 2018, Council resolved to explore the Southern and Central Amenities options, as well as Tunnel 2 remediation with reduced Amenities footprints opposed to those presented. The Bondi Park Northern Amenities proposal was deemed feasible but further investigation deferred until the Bondi Pavilion restoration project is complete. The scope of the Tunnel 2 remediation has since increased due to the need to relocate the Lifeguard amenities outside of the Bondi Pavilion. This relocation is due to the proposed layout changes in the Bondi Pavilion restoration project.

In March 2019, Council endorsed, for the purposes of stakeholder and community engagement, the concept design for the Bondi Park Southern Amenities and Tunnel 2 remediation and extension to provide for Lifeguard amenities.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Strategic Planning and Development Committee 5 March 2019	PD/5.3/19.03	<p>That:</p> <ol style="list-style-type: none"> 1. Council endorses the Concept Design for the Bondi Park Southern Amenities attached to this report for the purposes of stakeholder and community engagement. 2. Council endorses the Concept Design for Tunnel 2 remediation and extension to provide for Lifeguard amenities attached to this report for progression to stakeholder engagement. 3. Council notes that Bondi Surf Club storage displacement is not required until the Central Amenities option is further investigated. 4. Council further notes that: <ol style="list-style-type: none"> (a) Eight to ten car parking spaces would be lost above the amenities (for the lighting/ventilation incorporating seating area) with additional possible parking space losses if a pedestrian crossing is included. (b) An estimated cost for the project of \$4.5 million with a 12 month construction program anticipated to commence in Spring/Summer 2019/2020. (c) There will be an estimated loss of up to twenty car spaces during the construction period to enable vehicle access for travelling through the location during construction. 5. The project team considers, through the concept design process, the most appropriate location of the kiosk.

4. Discussion

Consultation and design development

On 15 April 2019, the consultation report was provided via email to all Councillors. The report outlined the following with regard to stakeholder engagement on the additional amenities at South Bondi and staff engagement on the Tunnel 2 and Lifeguard Tower works.

For the additional amenities, the team undertook:

- Workshop with the convenors of North Bondi, South Bondi and Bondi precincts.

- Workshop with key stakeholders including the Bondi Boardriders Club, Lets Go Surfing, Bondi Skateriders Club, The Bondi Girls Surfriders and the Bondi Longboard Club.
- Information pop up on the promenade in the location of the proposed amenities.

Officers spoke to approximately 100 community members across the engagement activities. Positive feedback was received throughout. Key areas of discussions included:

- Concern for loss of parking from surfing clubs.
- Traffic flow on busy days if formal pedestrian crossing is implemented.
- Lack of storage for clubs in the amenities building.
- Extra people in the area of dangerous surf – need more Lifeguard provisions down southern end to offset.
- The kiosk inclusion was received very positively, with only one negative reaction.

Following consultation, there were no changes made to the Council-endorsed concept design for the South Bondi Amenities.

For the Bondi Lifeguard Facilities concept design that was endorsed by Council, the proposed approach was to combine the first aid facilities with the new lifeguard facilities. Whilst this seemed at first a practical solution, in-depth discussion with the lifeguards suggested that the function would cause conflict with the on-duty lifeguards and the ability to get equipment in and out of the base of the tower efficiently. It was then that the concept of using the existing northern groyne storage space was put forward. The advantage of this solution was that it would use an existing and currently underutilised space, was consistent with public uses of that space in the past, would not require any additional openings to be made in the fabric of the groyne, and would reduce excavation required to create the lifeguard facilities. It also allowed for a separate dedicated first aid space that would split the first aid provider role from the beach observation role, a more effective split in summer with high crowds and the volume of operations required. The updated plans developed for the integrated DA are included at Attachment 1.

Design development was undertaken for the South Bondi Amenities and Lifeguard Facilities between April and September 2019, with an integrated DA lodged on 25 September 2019. DA determination is anticipated in March/April 2020.

5. Financial impact statement/Time frame/Consultation

Project staging

The project will be separated into two projects:

- Bondi Park Southern Amenities (to be renamed Bondi Skate Park Amenities).
- Lifeguard Facilities (Tunnel 2 Remediation and Lifeguard Amenities, including first aid facilities within North Groyne at Bondi Beach).

Financial implications

The anticipated costs from the DA designs for the two projects are:

- \$4.5 million for Bondi Skate Park Amenities.
- \$4 million for Lifeguard Facilities.

Construction program implications

The anticipated construction duration for the projects are as followings, subject to construction project staging:

- Bondi Skate Park Amenities – 18 months.
- Lifeguard Facilities – 12 months.

The current construction project staging is to be confirmed following the Temporary Facilities Design currently being completed for the Bondi Pavilion Restoration and Conservation Project.

Refer to section 4 for consultation.

6. Conclusion

It is recommended that Council progresses to detailed design and a request for tender, subject to integrated DA approval.

7. Attachments

1. Lifeguard Facilities - Updated design [↓](#)

**REPORT
CM/7.9/19.12**

Subject: Voluntary Planning Agreement - 87-99 Oxford Street and 16-22 Spring Street, Bondi Junction

TRIM No: SF18/2505

Author: Gabrielle Coleman, Strategic Planner

Director: George Bramis, Acting Director, Planning, Environment and Regulatory

RECOMMENDATION:

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 87–99 Oxford Street and 16–22 Spring Street, Bondi Junction.
2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

1. Executive Summary

This report seeks the endorsement of Council to execute the attached draft Planning Agreement associated with the approved development application (DA-498/2017) at 87–99 Oxford Street and 16–22 Spring Street, Bondi Junction.

The draft Planning Agreement provides a considerable public benefit. It involves the dedication of over 500 sqm of floor space to Council. This could be used for a variety of purposes including much-needed commercial floor space and possibly community facility use, with revenue hypothecated to a public purpose.

The development application was approved by the Sydney Eastern City Planning Panel on 13 December 2018 for the demolition of the existing buildings on site and construction of a 14-storey mixed use building with four levels of basement car parking and offer to enter into a planning agreement. The application resulted in an additional 1,721 sqm floor space (total floor space ratio of 5.75:1) to the development, 15% over the permissible floor space ratio control (5:1). Council officers undertook negotiations with the applicant and agreed to a total monetary contribution of approximately \$5.16 million.

The draft planning agreement associated with the section 4.55 modification was placed on public exhibition in accordance with section 7.5 of the *Environmental Planning and Assessment Act 1979*. No submissions were received.

2. Introduction/Background

This report seeks the endorsement of Council to execute the attached draft Planning Agreement associated with the approved development application (DA-498/2017) at 87-99 Oxford Street and 16-22 Spring Street, Bondi Junction. The development application was approved by the Sydney Eastern City Planning Panel on 13 December 2018 for the demolition of existing buildings and construction of fourteen storey mixed use

building with four levels of basement car parking and offer to enter into a planning agreement to the value of \$5,164,236.85.

Council officers initiated negotiations for an in-kind dedication of commercial floor space on level one of the approved development in lieu of the monetary contribution. The contribution enabled the acquisition of 505 sqm (six tenancies) of commercial floor space (see attached floor plan) and associated common space. The net revenue from the leasing of commercial tenancies would fund a public purpose.

Council's *Planning Agreement Policy 2014* allows for in-kind contributions, as well as monetary contributions. The main in-kind contributions that it allows for are affordable housing and commercial floor space. Commercial floor space dedication has been encouraged, particularly in Bondi Junction, given that it is important for Council to offset the loss of commercial floor space, achieve the aims of the following strategic documents: *Bondi Junction Commercial Centre Review*, *Waverley Economic Development Strategy*, *Community Strategic Plan*, *draft Local Strategic Planning Statement* as well as the commercial floor space focus and jobs targets for Bondi Junction as outlined in the Greater Sydney Commission's *Eastern City District Plan*.

Land and floor space in the Waverley local government area (LGA) is very expensive. The dedication of floor space provides a significant opportunity for Council within Bondi Junction. The provision of a revenue-generating asset also provides a sustainable long-term source of revenue towards a public purpose.

3. Relevant Council Resolutions

Nil.

4. Discussion

Planning Agreement's monetary contribution to a public purpose

Section 7.4 of the *Environmental Planning and Assessment Act 1979* requires that the monetary contribution from a planning agreement be allocated to a public purpose. The provision of commercial floor space provides a greater ability to deliver public benefits, and hence promote the public interest, than a one-off cash contribution. One proposed use is for commercial floor space to be leased out to market-rate tenants, with the net revenue to be hypothecated to a public purpose. The floor space may also be used for community-facility-type uses depending on need and the efficiency of use of other Council facilities.

To maximise the community benefit associated with this floor space VPA, the negotiations with the developer have included the 7.12 contributions to maximise floor space and fit-out. Numerous other Councils, including City of Sydney, North Sydney and Parramatta, have used planning agreements to negotiate commercial floor space for a range of uses including tech start-ups, community arts centre and child care centres. The Strategic Planning team has led the VPA negotiations with the developer and has worked closely with relevant officers to understand opportunities and needs.

Discussions with Council's Community Programs and Cultural Programs team have indicated that there may be a need for accessible and reasonably affordable venues for community service provision, including space to support council initiatives or independent community projects, venue hire/office space for a host of different uses or adaptive cultural space.

Further work will be undertaken to more precisely define the appropriate combination of commercial and community uses.

Hypothecation of funding to public purpose

The net rental revenue associated with the leasing of the commercial floor space needs to fund a public purpose, in perpetuity. Based on our existing policy, VPA contributions in Bondi Junction would typically be split as 90% towards Council's Complete Streets Program and 10% towards Waverley's Affordable Housing Program. As this VPA is in Bondi Junction, the contribution could be allocated to these programs. However, the hypothecation of funding to affordable rental housing in perpetuity has been preliminarily identified as the preferred public purpose for several reasons.

In all instances of drafting a VPA, the developer's preference for a public purpose has to be agreed upon as per the PA Policy 2014, which states that the public purpose must account for the 'obligation preferences of the developer'. For this VPA, the developer's preference is for the hypothecation of revenue towards affordable housing. Council officers were also satisfied that this public purpose was also consistent with the PA Policy 2014, which also states that Council must 'take into account Council's vision and mission statement, the Strategic Plan's general priorities'. A deliverable of the CSP is to 'increase affordable housing options' and the *Local Housing Discussion Paper* calls for greater funding mechanisms for affordable rental housing. Therefore, the hypothecation of funding towards affordable housing is not inconsistent with the PA Policy.

In addition to the above, future public domain works may find another funding source, often grant funding via the NSW Government, and it would be difficult to ensure that ongoing revenue from leasing is funding *additional* capital works and not existing planned capital works that would have been funded via other sources or in later years of the LTFP. Moreover, the need for affordable rental housing in Waverley LGA is critical.

5. Financial impact statement/Time frame/Consultation

Financial impact

Should this draft planning agreement be endorsed in its current form, the financial impact would be as follows:

Contribution	Amount (approx.)	Use
VPA	\$5.16 million	Purchase 505 sqm of floor space
Section 7.12	\$650,000	Pay for the fit out of the floor space
Net revenue of commercial space (340 m ²)	\$200,000 p.a.	Commercial rental at market rates to fund a public purpose.

Time frame

Should Council endorse the application be executed, the in-kind contribution will likely be handed over to Council by January 2022.

Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 7.5 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 via:

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

- Notification sent to the Mill Hill Bondi Junction Precinct.

Submissions

No submissions were received.

6. Conclusion

It is recommended that Council endorses the draft Planning Agreement for the dedication of 505 sqm floor space to Council for community and commercial uses as described above, with the net revenue to be hypothecated to fund affordable housing. This is a unique opportunity that will result in a significant public benefit.

7. Attachments

1. Draft planning agreement [↓](#)
2. Explanatory note [↓](#)
3. Floor plan [↓](#)

WAVERLEY COUNCIL

(Council)

AND

LINDSAY BENNELONG DEVELOPMENTS PTY LTD
(ACN 002 133 931)

(Developer)

AND

BONDI LAND PTY LIMITED
(ACN 615 618 203)

(Owner)

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

PLANNING AGREEMENT NO. _____***Section 7.4 of the Environmental Planning and Assessment Act, 1979*****THIS AGREEMENT** is made on

2019

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022 ABN 12 502 583 608 ("**Council**")

LINDSAY BENNELONG DEVELOPMENTS of Ground Floor, 21 – 23 Solent Circuit, Baulkham Hills NSW 2153 ACN 002 133 931 ("**Developer**")

BONDI LAND PTY LIMITED of Ground Floor, 21 – 23 Solent Circuit, Baulkham Hills NSW 2153 ACN 615 618 203 ("**Owner**")

BACKGROUND/RECITAL

- A.** Bondi Land Pty Limited is the Owner of the Land. The Developer is the developer of the Land and the applicant in the Development Application.
- 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.** On 23 November 2017 the Developer caused a development application to be made to Council for development consent. Consent was granted on 13 December 2018. In accordance with the offer made by the Developer the consent contained a condition for the owner/applicant to enter into a Planning Agreement and amongst other things pay a monetary contribution amount of \$5,164,236.85.
- D.** The Developer subsequently sought to modify development application DA 498/2017 in relation to timing for entering into the Planning Agreement and provision of security. Consent was granted on 19 March 2019 (DA 498/2017/A).
- E.** The Developer sought to further modify development application DA 498/2017/A consistent with an updated offer to Council to enter into a Planning Agreement to make the Development Contribution (being an in kind contribution in lieu of a cash contribution) towards a public purpose in accordance with Council's Planning Agreement Policy and

Development Contributions Plan if the modified Development Consent was granted.

- F. The further modified Development Consent referred to in recital E was granted on _____.
- G. This Agreement is consistent with the Developer's offer referred to in Recital E.

OPERATIVE PROVISIONS:

1 PLANNING AGREEMENT UNDER THE ACT

The parties agree that this Agreement is a planning agreement governed by Section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

2 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and to the Development proposed in the Development Application, as may be modified.

3 OPERATION OF THIS AGREEMENT

This Agreement shall take effect on and from the later of the Development Consent and the date of this Agreement. The parties must execute and enter into this Agreement prior to a Construction Certificate for works above ground level (as determined at the time of the Development Consent) issuing for the Development.

4 DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Agreement unless the context otherwise requires:

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

"Agreement" means this agreement;

"Bank Guarantee" means an irrevocable and unconditional undertaking by a trading bank approved by the Council or an unconditional insurance bond with an insurer approved by Council in the amount of \$5,809,592.41 without an expiry or end date and containing terms and conditions reasonably acceptable to Council and in accordance with clause 9 of this Agreement;

"Building" means the building the subject of the Development Application;

"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 Consent Form" means an irrevocable authority to Waverley Council registering and maintaining a caveat on the Land, in a form acceptable to Council and executed by the

Owner of the Land, or such other form of Owner's consent to caveat as may be required by 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 Land is located within;

"Commercial Strata Lots" means the commercial lots (including any garage, car space, storage area and associated common space) identified in Item 5 of Schedule 1 to be transferred to Council together with Exclusive Use Rights as part of the Development Contribution;

"Completion Notice" means the notice issued by Council upon completion of the Works referred to in clause 6 of Schedule 2;

"Construction Certificate" means any construction certificate as referred to in s 6.4 of the Act in respect of the Development Consent;

"Construction Terms" means the terms set out in Schedule 2;

"Defect" has the same meaning as defined in Schedule 2;

"Defect Liability Period" has the same meaning as defined in Schedule 2;

"Development" means the development the subject of the Development Application described in item 4 of Schedule 1;

"Development Application" means the development application described in item 3 of Schedule 1;

"Development Consent" means the development consent dated _____, as may be modified, granted in respect of the Development Application ;

"Development Contribution" means the contribution referred to in item 5 of Schedule 1 and Schedule 2 and includes the transfer of the Commercial Strata Lots and Fit-Out Works in accordance with this Agreement;

"Development Contribution Date" means the time the Development Contribution is to be delivered as specified in item 7 of Schedule 1;

"Exclusive Use Rights" means the right of exclusive use of Council as the owner of the Commercial Strata Lots to use the areas marked as "common" on the Preliminary Floor Plans pursuant to a binding registered by-law;

"Fit-Out Works" has the same meaning as defined in Schedule 2;

"Floor Plans" has the same meaning as defined in Schedule 2;

"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 Schedule 1 and all lots resulting from any subdivision or consolidation or part thereof;

“Occupation Certificate” means any occupation certificate as referred to in s 6.4 of the Act in respect of the Development Consent;

“Owner” means the registered proprietor of the Land, Bondi Land Pty Limited;

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

“Preliminary Floor Plans” has the same meaning as defined in Schedule 2;

“Public Purpose” for the purpose of this Agreement means the public purpose described in item 6 of Schedule 1;

“Rectification Notice” has the same meaning as defined in Schedule 2;

“Registration Application” means an application for registration of this Agreement as a planning agreement on the title of the Land pursuant to Section 7.6 of the Act in a form approved by the Registrar General;

“Schedule 1” means the schedule titled ‘Schedule 1’;

“Schedule 2” means the schedule titled ‘Schedule 2’;

“Schedule of Finishes” has the same meaning as defined in Schedule 2;

“Strata Certificate” means approval by Council or a Certifying Authority for the strata subdivision of the Building in accordance with the Strata Plan;

“Strata Plan” means the strata plan which creates a strata scheme in respect of the Building and separate titles to the Commercial Strata Lots;

“Works” has the same meaning as defined in Schedule 2.

4.2 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;
- (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;
- (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; and
- (n) Any schedules and attachments form part of this Agreement.

5 DEVELOPMENT CONTRIBUTION TO BE MADE UNDER THIS AGREEMENT

- 5.1 The Developer agrees to make/procure, and the Council agrees to accept, the Development Contribution to be applied for the Public Purpose.
- 5.2 The Developer must use all reasonable endeavours to commence, progress and complete the Development as expeditiously as reasonably practicable and, in any event, so as to deliver the Development Contribution by the Development Contribution Date.

- 5.3 The delivery of the Development Contribution is to take the form of a dedication by way of transfer and delivery of the Commercial Strata Lots (and complete Fit-Out Works) to the Council at no cost to Council (that is, for no monetary consideration payable by the Council in respect of the transfer of the Commercial Strata Lots to the Council and free of any rates, levies and other outgoings to the date of transfer) and free of all encumbrances. For the avoidance of doubt, the Council is responsible for the payment of any stamp duty in respect of the transfer and legal fees beyond those contemplated in clause 15 (if any).

Transfer of Commercial Strata Lots

- 5.4 The Developer agrees to procure and the Owner will transfer the Commercial Strata Lots to the Council at no cost to Council as set out in clause 5.3 and free of all encumbrances and the Council agrees to accept the transfer of the Commercial Strata Lots to be used by the Council for the Public Purpose.
- 5.5 The Developer will cause the Building and the Commercial Strata Lots to be constructed in a proper and workmanlike manner in accordance with the Development Consent, Floor Plans and the Construction Terms referred to in Schedule 2 hereof and this clause 5.
- 5.6 The Developer will ensure that the Commercial Strata Lots and Fit-out Works are finished in a proper and workmanlike manner in accordance with the Schedule of Finishes and to the same standard as the other commercial units in the Building and that the floor plan of the Commercial Strata Lots is identical or substantially similar to the Floor Plans.
- 5.7 The Developer shall at its own expense comply with its obligation as to remedying any Defect in the Commercial Strata Lots in accordance with Schedule 2.
- 5.8 On or before the date of this Agreement, the Developer has provided the Council with copies of the proposed strata plan and by-laws for the Development including but not limited to an Exclusive Use Rights by-law. The Council acknowledges that the strata plan and by-laws are draft only and are subject to amendment before they are finalised (provided such amendments do not materially detrimentally affect the Commercial Strata Lots).

Strata Subdivision

- 5.9 The Developer will immediately notify Council in writing upon the issue of the Strata Certificate.
- 5.10 The Developer will immediately notify Council in writing of:
- (a) the lodgement of the Strata Plan with NSW Land Registry Services (including the strata plan number allocated to the Strata Plan upon lodgement); and
 - (b) the registration of the Strata Plan.

Delivery of Development Contribution

- 5.11 The Developer must promptly after receiving the Occupation Certificate deliver to Council a certified true copy of the Occupation Certificate for all development and Works upon the Land including the Fit-out Works.
- 5.12 On the Development Contribution Date the Developer must transfer and deliver to Council the Commercial Strata Lots (and complete Fit-Out Works) free of any encumbrances in accordance with this Agreement.
- 5.13 Prior to the delivery of the Development Contribution in accordance with 5.12, the Developer must deliver to Council:
- (a) a current clear Land Tax Certificates from Revenue NSW in respect to the Commercial Strata Lots;
 - (b) a certificate of currency of appropriate insurances for the Building and Land; and
 - (c) evidence all outgoings including rates, have been paid to the date of transfer.

6 APPLICATION OF THE DEVELOPMENT CONTRIBUTION

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

7 APPLICATION OF S7.11 AND S7.12 OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement wholly excludes the application of Sections 7.11 and 7.24 of the Act.
- 7.2 The Development Contribution includes the amount levied in relation to the Development under Section 7.12 of the Act in the amount of \$645,355.56.

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 7.6 of the Act.
- 8.2 The Developer and Owner warrant that they have done everything necessary to enable this Agreement to be registered under section 7.6 of the Act.
- 8.3 Without limiting clause 8.2, the Developer and Owner warrant that they have obtained the express written consent to the registration of this Agreement under section 7.6 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 As soon as practicable after entering into this Agreement and in any event prior to the issue of a Construction Certificate for works above ground level (current at the date of this Agreement), the Developer and Owner will at their cost arrange and effect registration of

this Agreement under s7.6 upon the title to the Land and as soon as practicable will:

- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the Owner and any other person the subject of the warranty in clause 8.3;
 - (b) lodge or cause to be lodged the title deed with NSW Land Registry Services and advise Council of the production number;
 - (c) provide the Council with a cheque in favour of NSW Land Registry Services, 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 reasonable 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 any 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 Simultaneously with the delivery of the Development Contribution in accordance with clause 5 and Schedule 2, the Council must provide a duly executed LRS Request form (or, if required by the LRS, separate Request forms in respect of each lot in the Development) in registrable form for the removal of the registration of this Agreement from the title to the Land, provided the Developer pays all reasonable costs, expenses and fees of the Council relating to such removal.
- 8.8 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) Prior to the issue of a Construction Certificate for works above ground level (as determined at the time of the Development Consent), the Developer must deliver to the Council a Bank Guarantee, which must be:
 - (i) in a form and from an institution approved by the Council;
 - (ii) irrevocable and unconditional;
 - (iii) with no expiry date;
 - (iv) issued in favour of the Council;
 - (v) in the amount of \$5,809,592.41;

- (vi) drafted to cover all of the Developer's obligations under this Agreement; and
- (vii) on the terms otherwise satisfactory to 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.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer:
 - (i) fails to deliver any part of the Development Contribution in accordance with this Agreement and the Schedules to it, 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 breach or failure under this Agreement as referred to in 9.2(a), then the Council will be entitled to claim any loss or damages sustained as a result of the Developer or Owner's breach or failure under this Agreement, on the Bank Guarantee without further notice.

9.3 Return of Bank Guarantee

Subject to clause 9.2, provided that the Developer has complied with its obligations under this Agreement to deliver the Development Contribution and payment of any outstanding monetary amounts payable under this Agreement, the Council will return the Bank Guarantee to the Developer upon delivery of the Development Contribution in accordance with this Agreement.

10 REVIEW OF THE AGREEMENT

Any amendment or review of this Agreement shall be by agreement in writing and in compliance with section 7.5 of the Act.

11. DISPUTE RESOLUTION

11.1 Notice of dispute

If a Party claims that a dispute has arisen under this Agreement ("Claimant"), it must give written notice to the other Party ("Respondent") stating the matters in dispute and

designating as its representative a person to negotiate the dispute ("Claim Notice").

No Party may start Court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

11.2 Response to notice

Within ten business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 The nominated representative must:

- (i) meet to discuss the matter in good faith within five business days after services by the Respondent of notice of its representatives; and
- (ii) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further notice if not settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute ("Dispute Notice") by mediation under clause 11.5 or by expert determination under clause 11.6.

11.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (a) the Parties must agree to the terms of reference of the mediation within five business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the Parties, or failing agreement within five business days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this Clause 11.5 must;
 - (i) have reasonable qualifications and practical experience in the area of disputes; and
 - (ii) have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) the Parties must within five business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;

- (f) the Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) in relation to costs and expenses:
 - (i) each Party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (ii) the cost for the mediator will be shared equally by the Parties unless the mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation to be borne by that Party.

11.6 Expert Determination

If the dispute is not resolved under clause 11.3 or 11.5 the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (a) the dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the Council and the Developer; or
 - (ii) in the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and containing reasons for the determination;
- (d) the expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (e) each Party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this Agreement by any Party, in which event the expert is deemed to be giving a non-binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

11.7 Litigation

If the dispute is not finally resolved in accordance with this clause 11, either Party is at liberty to litigate the dispute.

11.8 Continue to Perform Obligations

Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

12. ENFORCEMENT

12.1 Nothing in this Agreement 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 The Developer and Owner acknowledge and agree that:

- (a) the Land is charged with the delivery of the Development Contribution in full to Council;
- (b) Council has a caveatable interest in the Land from the later of the date of the Development Consent and this Agreement until the Development Contribution is delivered 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 delivered in full to Council; and
- (d) upon entering into this Agreement, the Developer and Owner shall provide Council with the Caveat Consent Form.

12.3 The Council must promptly provide caveator consent to the registration of any plan or dealing in respect of the Land that is permitted under this Agreement and is not inconsistent with the Council's right to receive the Development Contribution under this Agreement. The Developer must pay the Council's reasonable costs in relation to provision of caveators consent.

12.4 The Council must, simultaneously with delivery of the Development Contribution in accordance with clause 5 and Schedule 2, remove any caveat lodged by or on behalf of the Council against the Land. The Developer must pay the Council's reasonable costs in relation to the withdrawal of caveat.

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 below in item 8 of the Schedule;
- (b) faxed to that Party at its fax number set out below in item 8 of the Schedule;
- (c) emailed to that Party at its email address set out below in item 8 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.
 - (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 whom 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

- 15.1 Until the Development Contribution is delivered in full, the Developer and Owner may not sell or transfer the Land or assign, or novate this Agreement, or attempt or purport to do so, without the Council's prior written consent. However, the Developer and Owner may enter into contracts for sale and put and call options in respect of lots within the Development.
- 15.2 For the avoidance of doubt, this Agreement does not prevent or restrict:
- a. the Developer or the Owner charging, recharging, mortgaging or remortgaging the Land or any part of it or their respective rights under this Agreement; or
 - b. the exercise of the rights of any chargee or mortgagee under any charge or mortgage over the Land or any part of it or over this Agreement (including the exercise by any such chargee or mortgagee of its power of sale or any other enforcement powers under any such charge or mortgage)

PROVIDED that the Council's rights herein including as to delivery of the Development Contribution in accordance with this Agreement are not affected and this Agreement and the conditions of Development Consent that give rise to this Agreement continue to run with the

Land and are enforceable against the owner of the Land from time to time, their transferees, successors, assigns and every person who is entitled to an estate or interest in the possession of the Land or any part of it including any mortgagee in possession.

- 15.3 Without limiting clause 12.3 and, subject to clause 15.2, the Council must promptly provide caveator consent to the registration of a dealing in respect of any existing or future mortgage or charge over the Land or any part of it.

16 COSTS AND DUTY

- 16.1 Council's reasonable costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer. The Developer shall be responsible to pay its own costs arising from this Agreement or its preparation.
- 16.2 The Council must pay all duty (including all fines and penalties except those arising from the default of another party) in respect of this Agreement and the transfer of the Development Contribution to the Council.

17 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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 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.

24 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.

25 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.

26 GOODS & SERVICES TAX

- 26.1 The Parties agree and acknowledge, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of GST which may be imposed on the supply.
- 26.2 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.
- 26.3 Any amount in respect of GST payable under clause 26.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 26.4 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.

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 s7.6 of the *Environmental Planning and Assessment Act*. This Agreement will be dated on the day of execution by all Parties.

SCHEDULE 1

<u>Item Number</u>		<u>Particulars/Description</u>
1	Developer	Lindsay Bennelong Developments Pty Ltd (ACN 141 697 912)
2	Land	<p>16 Spring Street, Bondi Junction – Lot 3 DP 975587</p> <p>18 Spring Street, Bondi Junction – Lot 4 DP 975587</p> <p>Ground floor shop, 20 Spring Street, Bondi Junction – Lot 1 SP31260</p> <p>2/20 Spring Street, Bondi Junction – Lot 2 SP31260</p> <p>Common Property, 20 Spring Street, Bondi Junction – CP/SP31260</p> <p>22 Spring Street, Bondi Junction – Lot B DP401739</p> <p>87 Oxford Street, Bondi Junction – Lot 1 DP 975587</p> <p>89 Oxford Street, Bondi Junction – Lot 9 DP 656476</p> <p>91 Oxford Street, Bondi Junction – Lot A DP 312346</p> <p>93 Oxford Street, Bondi Junction – Lot 11 Section S DP 145</p> <p>95-99 Oxford Street, Bondi Junction – Lot A DP 40173</p>
3	Development Application	DA 498/2017/B and DA 498/2017/C
4	Development (description)	The demolition of existing structures; construction of a new 14 storey mixed use building comprising residential apartments, retail and commercial premises, and three basement levels, or as modified.

5	Development Contribution	Transfer land which incorporates floor space as identified in the Preliminary Floor Plans (SK1.400 dated 13 May 2019) being 505m2 on the First Floor comprising commercial tenancies 1,2,4,5 and 6 and associated common space (Commercial Strata Lots) and Fit-out Works
6	Public Purpose	In part, a multi-purpose community hub and in part for the funding of recurrent expenditure relating to the provision of affordable housing under Waverley's Affordable Housing Program (or such other Council program or plan of action for the purposes of providing affordable housing, or if none a similar community purpose), in perpetuity. The said funding of recurrent expenditure is raised through revenue derived from leasing the Commercial Strata Lots.
7	Development Contribution Date	Within fourteen (14) days of the later of registration of the Strata Plan and delivery of the Occupation Certificate in accordance with clause 5.10 and prior to or simultaneous with the first settlement of any other lot(s) within the Development.
8	Developer Address	Ground Floor, 21 – 23 Solent Circuit, BAULKHAM HILLS NSW 2153
	Developer Fax	(02) 9841 0412
	Developer Email	leigh@bennelong.com
	Council Address	Corner Paul Street and Bondi Road, BONDI JUNCTION NSW 2022
	Council Fax	(02) 9387 1820
	Council Email	info@waverley.nsw.gov.au

SCHEDULE 2

CONSTRUCTION TERMS

1. Interpretation

- 1.1 For the purposes of this Schedule 2, the defined terms in clause 4.1 and the Interpretation in clause 4.2 of this Agreement will apply, unless a contrary intention is indicated:

Builder means any person or entity contracted under the Construction Contract to carry out Works relating to the Development upon the Land.

Construction Contract means the contract to carry out all Works.

Defect means anything that materially adversely affects the appearance, structural integrity, functionality or use or enjoyment of the Commercial Strata Lots or Fit-out Works or any part thereof including but not limited to defects caused by faulty materials or faulty workmanship (other than minor settlement cracks and minor shrinkage).

Defect Liability Period means the period of 12 months commencing on the day immediately after the title of the Commercial Strata Lots are transferred to Council in accordance with the provisions of this Agreement.

Fit-out Works means the fit-out of the Commercial Strata Lots to be transferred to Council in accordance with the Floor Plans and Schedule of Finishes which have been approved by Council, completed to the satisfaction of Council acting reasonably.

Floor Plans means the final floor plan for the Commercial Strata Lots and Fit-out Works with specifications approved by Council.

Preliminary Floor Plans means preliminary floor plans for the Commercial Strata Lots and Fit-out Works with specifications approved by Council and attached hereto and marked A.

Preliminary Schedule of Finishes means the preliminary finishes for the Fit-out Works as approved by Council and attached hereto and marked B.

Schedule of Finishes means the final finishes for the Fit-out Works as approved by Council.

Rectification Notice means a notice in writing from Council to the Developer:

- (a) identifying the nature and extent of a Defect;
- (b) specifying the works or actions that are required to rectify the Defect; and
- (c) specifying the date by which or the period within which (being reasonable in all the circumstances) the Defect is to be rectified.

Works means the any building, engineering or construction work in, on, over or under the Land necessary to construct the Building and Commercial Strata Lots including the Fit-Out Works.

2. Requirements of authorities and approvals

- 2.1 These Construction Terms must be read and construed subject to:
- (a) any requirements or conditions of the Development Consent; and
 - (b) the requirements of and conditions imposed by all relevant authorities and all laws relating to the Development and the construction of the Development.
- 2.2 If the Developer requires any approvals in order to carry out the obligations under this Agreement, then the Developer will acquire all approvals necessary to carry out the Works at its own cost.
- 2.3 The Developer must ensure that the Works carried out under this Agreement are carried out:
- (a) in accordance with the Development Consent for the Works and all approvals and requirements of all laws, including without limitation, work health and safety legislation; and
 - (b) in good and workman like manner and so that they are diligently progressed until completion.

3. Cost of Works

- 3.1 All cost of the Works including any rectification works necessary must be borne by the Developer.

4. Project Management and Builder Engagement

- 4.1 The Developer will be responsible for managing the Works.
- 4.2 The Developer will ensure that any contractor it engages to carry out the Works agrees to:
- (a) carry out the Developer's obligations in these Construction Terms as part of any Construction Contract; and
 - (b) to invite a Council representative to be present at on-site meetings relating to the Commercial Strata Lots and Fit-out Works.

5. Floor Plans and Schedule of Finishes

- 5.1 The parties acknowledge that as at the date of entering into this Agreement the Preliminary Floor Plans and Preliminary Schedule of Finishes whilst not in final form, are the most detailed and accurate available.
- 5.2 The Developer agrees that it will consult with Council promptly and in good faith in respect to updating the Preliminary Floor Plans and Preliminary Schedule of Finishes for the purposes of creating the final Floor Plans and Schedule of Finishes to the satisfaction of Council.
- 5.3 The Council shall be entitled to request reasonable amendments to the Preliminary Floor Plans and Preliminary Schedule of Finishes prior to finalisation.
- 5.4 The final Floor Plans and Schedule of Finishes must:
- (a) be in accordance with the Development Consent, all approvals and requirements

- of all laws; and
- (b) be in line with the Developer's Trade Break Down dated 14 May 2019 and Fitout Costplan dated 14 May 2019 approved by to Council for the purposes of this Agreement.

6. Carrying out of Works

- 6.1 The Developer must keep the Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.
- 6.2 Without limiting any other provision of this Agreement, the Developer must ensure all Works are carried out in accordance with the Floor Plans, Schedule of Finishes and to the satisfaction of Council, acting reasonably.
- 6.3 Council shall have access to the Commercial Strata Lots during construction of Works at all times upon 5 days written notice to the Developer to inspect their progress and ensure compliance with this Agreement.
- 6.4 Council may acting reasonably and in accordance with Australian construction standards, once before the construction of the Works is complete, after an inspection under clause 6.3, give the Developer a written direction to rectify or repair to the reasonable satisfaction of Council any specified part of the Commercial Strata Lots and Fit-out Works due to any Defect or non-compliance with the Developer's obligations herein that renders any part of the Commercial Strata Lots or the Fit-out Works unable to be legally occupied. Such direction will include an itemised list of the works required to rectify or repair the Commercial Strata Lots and Fit-out Works. If the Developer, acting reasonably, believes that any of the rectification works itemised in the direction under this clause are not necessary or appropriate to render the relevant part of the Commercial Strata Lots or the Fit-out Works able to be legally occupied, the Developer must provide the Council with written reasons for the Developer's belief within 5 business days of receipt of the written direction.
- 6.5 The Developer, at its own cost, is to promptly comply with any reasonable direction referred to in clause 6.4.
- 6.6 The Developer undertakes the Works entirely at its own risk.
- 6.7 Prior to the commencement of the construction of any of the Works, the Developer must ensure the Builder and/or the Developer as necessary effects and the Developer must produce evidence to the Council of, the following insurances issued by an insurer approved by Council:
 - (a) construction work insurance for at least the value of the Works;
 - (b) public liability insurance for at least \$20 million; and
 - (c) workers compensation insurance as required by law.

AND all relevant insurances shall be maintained until the Council has issued a

Completion Notice in accordance with clause 7 and transfer of the Commercial Strata Lots and Fit-out Works in accordance with this Agreement has been effected. Notwithstanding this, such insurances must be continue so as to cover the rectification works during the Defect Liability Period.

7. Completion of the Commercial Strata Lots and Fit-out Works

- 7.1 The Developer is to give written notice to Council of the date on which it considers has completed all Works including the Fit-out Works required to be carried out under this Agreement. Council will then inspect the Works by arrangement with the Developer as soon as practicable.
- 7.2 Completion of the Commercial Strata Lots and Fit-out Works required to be carried out by the Developer under this Agreement and transferred to Council, are only complete for the purposes of this Agreement when Council, acting reasonably, gives a written notice to the Developer to that effect ('Completion Notice'). Until such time as the Completion Notice is provided and the transfer of the Commercial Strata Lots and Fit-out Works to Council has been effected, the Developer shall be obliged to maintain all relevant insurances.
- 7.3 Notwithstanding any other provision herein, Council is not required to give a Completion Notice to the Developer unless:
- (a) an Occupation Certificate is provided to Council in respect of the Building including the Commercial Strata Lots and the Fit-out Works;
 - (b) the Developer has furnished to the Council a certificate by a suitably qualified person to the effect that the work has been carried out and completed in accordance with the Agreement and any applicable development consent;
 - (c) works as executed plans in respect to the Fit-out Works are provided to Council in a format acceptable to Council;
 - (d) if required by Council, the Developer has procured from the copyright owner of the plans referred to in clause 7.3(c), a non-exclusive licence in favour of Council to use the copyright in the plans for Council's purposes;
 - (e) the Developer has furnished to the Council all necessary certificates and warranties relating to the Commercial Strata Lots and Fit-out Works;
 - (f) the Developer has furnished to the Council copies of all relevant approvals by all authorities and certifiers relating to the Works;
 - (g) the Developer has furnished to the Council evidence of all relevant services having been connected to the Commercial Strata Lots;
 - (h) the Developer has removed all of its equipment and construction materials

from the Commercial Strata Lots and Building and made good any damage or disturbance to the Land, Building and Commercial Strata Lots as a result of that removal and the Building and Commercial Strata Lots are left in a neat and tidy state, clean and free of rubbish; and

- (i) the Developer has complied with any reasonable written direction from Council under clause 6.4.

- 7.4 Notwithstanding the provision of a Completion Notice by Council, the Developer must comply with all obligations under this Agreement relating to the delivery of the Development Contribution including but not limited to its obligations to transfer the Commercial Strata Lots free of any encumbrances at no cost to Council and rectification obligations during the Defect Liability Period.

8. Rectification of Defects

- 8.1 Without limiting the Council's rights generally in respect of Defects during the whole of the Defect Liability Period, the Council may give the Developer one Rectification Notice during the first 6 months of the Defect Liability Period.
- 8.2 The Developer shall upon receipt of a Rectification Notice, remedy any Defect in the Commercial Strata Lots and Fit-out Works within the time period specified in the notice.
- 8.3 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 8.4 The Council must give the Developer and its contractors any access necessary to carry out the rectification works.
- 8.5 When the Developer considers the rectification works are complete, the Developer must notify Council and provide all appropriate documentation including invoices which evidence the rectification works were carried out.
- 8.6 Provided the Council acting reasonably is satisfied that the rectification works referred to in the Rectification Notice have been carried out in a proper and workmanlike manner and in accordance with the Development Consent and all relevant approvals then the Council must notify the Developer in writing as soon as practicable that it is satisfied or if not satisfied it must issue a further Rectification Notice.

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

ROSS MCLEOD

General Manager

CLR PAULA MASSELOS

Mayor

**EXECUTED by LINDSAY BENNELONG
DEVELOPMENTS PTY LTD
(ACN 002 133 931)**

In accordance with section 127 of the
Corporations Act 2001

Director

Secretary

**EXECUTED by BONDI LAND PTY LIMITED
(ACN 615 618 203)**

In accordance with section 127 of the
Corporations Act 2001

Director

Secretary



"B"

djrd
architects

WHITTON LANE BASE BUILDING TENANCY SCHEDULE

Issue date: 23.08.2019

The attached documents outline the base building tenancy schedule for Commercial Units 1, 2, 4, 5 & 6 to be occupied by Waverley Council in Lindsay Bennelong's Whitton Lane development at 91 Oxford Street Bondi Junction.

For the purpose of establishing a fit-out budget, DJRD have provided general mid-level specification for finishes, joinery and some FF&E. Services including mechanical, electrical, hydraulic, fire, security, audio visual and hydraulic are to be provided by the Consultant Team.

The following documents form part of the tenancy schedule;

1. Base Building Schedule (below)
2. Indicative tenant block plans. Note, these have not been prepared in consultation with Waverley Council and serve to indicate a general arrangement only.

Item	Description
General Floor Areas	
FLOOR	Carpet tiles equal to Interface World Woven = Colour TBC
WALLS	Plasterboard painted – low VOC paint
WALL SKIRTING	Aluminium commercial skirting 6mm glue fixed
COLUMN LINING	Exposed finish
COLUMN SKIRTING	Aluminium commercial skirting 6mm glue fixed
OFFICE CEILING	Standard 2 way exposed grid ceiling Set plasterboard to perimeter.
OFFICE LIGHTS	General lighting – T5 LED troffer by Engineer
MECH GRILLS	By Engineer. Flush with ceiling
BLINDS	Roller blinds Manual
INTERNAL PARTITIONS – STORE, UTILITY ETC	Slab to ceiling stud partition uninsulated. 1 layer 13mm plasterboard on stud frame.
INTERNAL PARTITIONS – MEETING ROOMS, TOILETS	Slab to slab acoustic partition. 13mm plasterboard on steel stud frame. Insulated,
GLAZED PARTITIONS	Floor to ceiling single glazed partition.
ACOUSTIC WALL LININGS	2200mm high
Toilets	
TOILET FLOOR TILES	To match base building
TOILET WALL TILES	To match base building

djrd

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TOILET CEILING	To match base building
TOILET LIGHTS	To match base building
SANITARY FITTINGS	To match base building
Tea points / kitchenettes	
FLOOR	Vinyl
SPLASHBACK	Colour backed glass
BENCHTOP	Laminate
CABINETRY	Laminate doors on melamine carcass.
KITCHEN EQUIPMENT	Full height fridge, microwave, waste bins, boiling & chilled water tap, sandwich press, stainless steel sink, paper towel dispenser.
Workplace assume (TBC)	
JOINERY	Kitchenettes to commercial 1 and (4/5/6) and storage cupboards to commercial tenancy 2
Services (by others)	
POWER & DATA	Include cable trays, phones, data and power points
SECURITY	Include alarm, monitoring and card readers
MECHANICAL	Include ceiling grills and insulation
HYDRAULIC	Include additional connections, water, hot water, waste, etc

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 planning agreement (PA) prepared jointly between Waverley Council and the Developer under s7.4 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)

LINDSAY BENNELONG DEVELOPMENTS PTY LTD (ACN 002 133 931)
(Developer)

BONDI LAND PTY LIMITED (ACN 615 618 203)
(Owner)

2 Description of subject Land:

The whole of the land being Lot 3 DP 975587, Lot 4 DP 975587, Lot 1 SP31260, Lot 2 SP31260, CP/SP31260, Lot B DP401739, Lot 1 DP 975587, Lot 9 DP 656476, Lot A DP 312346, Lot 11 Section S DP 145, Lot A DP 40173 known as 87 – 99 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 will comprise the demolition of existing structures; construction of a new 14 storey mixed use building comprising residential apartments, retail and commercial premises, and three basement levels, or as modified.

4 Background:

The Owner is the registered proprietor of the subject Land. The Developer caused a development application to be made to Council for development consent, DA 498/2017. The development consent was approved and contained a condition for a Planning Agreement and 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 Developer subsequently sought to modify DA 498/2017 in respect to timing requirements for entering into the Planning Agreement and provision of security. The modification DA 498/2017/A was approved. The Developer then sought to further modify the development consent consistent with an offer to enter into a Planning Agreement with Council pursuant to section 7.4 of

the Act, to provide an in kind contribution (in lieu of a monetary contribution) if the Development Consent is granted. The offer is in line with Council's Voluntary Planning Agreement Policy 2014 and Development Contributions Plan 2006.

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

The Planning Agreement will assist Council in achieving its objectives by providing Council with floor space to be used in part as a multi-purpose community hub and in part for leasing to raise revenue to fund recurrent expenditure of affordable housing under Waverley's Affordable Housing Program, intended to be in perpetuity. This will enable Council to provide a material public benefit to residents of areas close to the Development and the broader community.

The Agreement is a binding relationship between Council and the Developer and is a Planning Agreement under section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

The Agreement requires the Developer and Owner to comply with certain requirements including registration of the Agreement, provision of a bank guarantee and caveat prior to any Construction Certificate issuing for the Development for works above ground level and to deliver the Development Contribution (transfer of Commercial Strata Lots and Fit-Out Works) to Council to the value of \$5,809,592.41 within fourteen (14) days of the later of registration of the Strata Plan and delivery of the Occupation Certificate and prior to or simultaneous with the first settlement of any other lot(s) within the Development.

This Agreement wholly excludes the application of Sections 7.11 and 7.24 of the Act. The Development Contribution includes the amount levied in relation to the Development under Section 7.12 of the Act in the amount of \$645,355.56.

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 7.4(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 or public services;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure.

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 through the provision of floor space which in part can provide a multi-purpose community hub for use by the community in the area surrounding the Development and in part can fund recurrent expenditure relating to affordable housing through leasing revenue;
- The contribution will provide a space for use by the community and encourages community groups within the precinct;
- The contribution can positively affect the economic and social wellbeing of the precinct incorporating the Development and wider community. ;
- Public Interest is promoted by virtue of the planning agreement because it will assist to increase the provision of affordable housing;
- The contribution will assist to provide housing for low income and disadvantaged people within the community;
- The contribution will facilitate a diverse social mix;
- Enables diverse social and economic groups to have similar opportunities for accommodation in the area where the Development is situated.

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:

- 1.3(a) "to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources";
- 1.3(c) "to promote the orderly and economic use and development of land";
- 1.3(d) "to promote the delivery and maintenance of affordable housing"; and
- 1.3(i) "to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State".

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 community facilities as well as affordable housing within the public areas in its local government area and how its decisions and policies impact on seeking to fulfil these needs;
- 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.

- In addition as the planning agreement is a means by which the Council can implement its Affordable Housing Policy, in doing so Council exercises community leadership in an area of concern to the wider 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 bank guarantee, registration and caveat prior to a Construction Certificate issuing for the Development for works above ground level. The Development Contribution is to be delivered within fourteen (14) days of the later of registration of the Strata Plan and delivery of the Occupation Certificate and prior to or simultaneous with the first settlement of any other lot(s) within the Development.

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



**REPORT
CM/7.10/19.12**

Subject: Voluntary Planning Agreement - 701-707 Old South Head Road, Vaucluse

TRIM No: SF19/5740

Author: Gabrielle Coleman, Strategic Planner

Director: George Bramis, Acting Director, Planning, Environment and Regulatory

RECOMMENDATION:

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 701–707 Old South Head Road, Vaucluse. The draft Planning Agreement offers a total monetary contribution of \$766,360, with \$689,724 (90%) to go towards the improvement and regeneration of parks and reserves in the Diamond Bay/Vaucluse area and \$76,636 (10%) to go towards Waverley's Affordable Housing Program, in accordance with Council's 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

This report seeks Council's endorsement to execute the attached draft Planning Agreement associated with the approved section 4.55 modification (DA-482/2016/A) at 701–707 Old South Head Road, Vaucluse. The application was approved at a section 34 conciliation conference for modifications to the approved residential flat building. The approved modification resulted in an additional 280 sqm of gross floor area or total FSR of 1.195:1 where the permissible floor space ratio is 0.9:1.

The draft planning agreement associated with the development application was placed on public exhibition in accordance with section 7.5 of the *Environmental Planning and Assessment Act 1979* (EP&A Act). The draft Planning Agreement offers a total monetary contribution of \$766,360, with \$689,724 (90%) to go towards the improvement and regeneration of parks and reserves in the Diamond Bay/Vaucluse area and \$76,636 (10%) to go towards Waverley's Affordable Housing Program, in accordance with Council's Planning Agreement Policy 2014.

2. Introduction/Background

The draft Planning Agreement offers a total monetary contribution of \$766,360, with \$689,724 (90%) to go towards the improvement and regeneration of parks and reserves in the Diamond Bay/Vaucluse area and \$76,636 (10%) to go towards Waverley's Affordable Housing Program, in accordance with Council's Planning Agreement Policy 2014.

3. Relevant Council Resolutions

Nil.

4. Discussion

Planning Agreement's monetary contribution to a public purpose

Section 7.4 of the EP&A Act requires that the monetary contribution from a planning agreement be allocated to a public purpose. The draft Planning Agreement offers a total monetary contribution of \$766,360, with \$689,724 (90%) to go towards the improvement and regeneration of parks and reserves in the Diamond Bay/Vaucluse area and \$76,636 (10%) to go towards Waverley's Affordable Housing Program, in accordance with Council's Planning Agreement Policy 2014.

The contribution could support passive open space recreation upgrades such as playgrounds, picnic areas and park access and circulation improvements. Projects that would assist from additional funding in the immediate vicinity of the development include upgrading the clifftop walkways along Eastern Avenue Reserve and Diamond Bay Reserve.

Public exhibition of the draft Planning Agreement

The draft Planning Agreement was drafted in accordance with section 7.5 of the EP&A Act, which requires an agreement to be exhibited for a period of 28 days. The draft Planning Agreement and Explanatory Note were exhibited and included:

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

Submissions

No submissions were received during the exhibition period.

5. Financial impact statement/Time frame/Consultation

Once the planning agreement has been executed, the applicant will be required to pay a monetary contribution of \$766,360 prior to the issue of an occupation certificate.

6. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with section 7.5 of the EP&A Act. It is recommended that Council endorses the attached draft Planning Agreement for execution.

7. Attachments

1. Draft planning agreement [↓](#)
2. Explanatory note [↓](#)

WAVERLEY COUNCIL

(Council)

AND

**LAMAR 18 PTY LTD
(ABN 60 522 956 053)**

(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**

PLANNING AGREEMENT NO. _____***Section 7.4 of the Environmental Planning and Assessment Act, 1979*****THIS AGREEMENT** is made on

2019

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022
ABN 12 502 583 608 ("**Council**")

LAMAR 18 PTY LTD of Unit 28, 26 – 30 Ocean Street, Bondi NSW 2026
ABN 60 522 956 053 ("**Developer**")

BACKGROUND/RECITAL

- 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.** On 11 September 2017 the Developer caused the Development Application to be made to Council for Development Consent to modify DA 482/2016.
- D.** The Developer appealed the decision of Council in respect to the Development Application.
- E.** On 27 March 2018 the Developer offered to enter into this Agreement to make a development contribution towards a public purpose in accordance with Council's Planning Agreement Policy.
- F.** The Development Consent was granted by the Land and Environment Court on 4 March 2019.
- G.** Development consent DA 482/2016 required the Developer to enter into a Planning

Agreement and make a development contribution towards a public purpose (the First Planning Agreement). The First Planning Agreement is dated 12 September 2019. The condition of consent requiring the First Planning Agreement to be entered into has not been modified by the current Development Consent. The Developer is still required to comply with its obligations in relation to First Planning Agreement. This Planning Agreement is in addition to the First Planning Agreement and does not impact on the First Planning Agreement in any way.

- H. This Agreement is consistent with the Developer's offer referred to in Recital E.

OPERATIVE PROVISIONS:

1 PLANNING AGREEMENT UNDER THE ACT

The parties agree that this Agreement is a planning agreement governed by Section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

2 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and to the Development proposed in the Development Application, as may be modified.

3 OPERATION OF THIS AGREEMENT

This Agreement shall take effect on and from the date of this Agreement. The parties must execute and enter into this Agreement as soon as possible following the Development Consent and in any event prior to an Occupation Certificate issuing for the Development.

4 DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Agreement unless the context otherwise requires:

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

"**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 owner’s consent, noting Council as a caveator, in a form registrable at NSW Land Registry Services and otherwise acceptable to Council or such other form of owner’s consent as may be required by 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 Land is located within;

“Construction Certificate” means any construction certificate as referred to in s 6.4 of the Act in respect of the Development Consent;

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

“Development Application” means the development application referred to in item 3 of the Schedule;

“Development Consent” means the development consent granted by the Land and Environment Court on 4 March 2019 as modified by modification 482/2016/B in respect 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 referred to in item 7 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;

“Occupation Certificate” means any occupation certificate as referred to in s 6.4 of the Act in respect of the Development Consent;

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

“Public Purpose” for the purpose of this Agreement means that described in item 6 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 7.6 of the Act in a form approved by the Registrar General;

“Schedule” means the schedule to this Agreement.

4.2 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;
- (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;
- (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; and
- (n) Any schedules and attachments form part of this Agreement.

5 DEVELOPMENT CONTRIBUTION TO BE MADE UNDER THIS AGREEMENT

- 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 THE DEVELOPMENT CONTRIBUTION

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

7 APPLICATION OF S7.11 AND S7.12 OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 7.11, 7.12 or 7.24 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 7.11 or 7.12 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 7.6 of the Act.

- 8.2 The Developer warrants that they have done everything necessary to enable this Agreement to be registered under section 7.6 of the Act.
- 8.3 Without limiting clause 8.2, the Developer warrants that they have obtained the express written consent to the registration of this Agreement under section 7.6 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 As soon as possible after entering into this Agreement and in any event prior to the issue of an Occupation Certificate, the Developer will at their cost arrange and effect registration of this Agreement under s7.6 upon the title to the Land and as soon as possible will:
- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the owner of the Land and any other person the subject of the warranty in clause 8.3;
 - (b) lodge or cause to be lodged the title deed with NSW Land Registry Services and advise Council of the production number;
 - (c) provide the Council with a cheque in favour of NSW Land Registry Services, NSW for the registration fees for registration of this Agreement;
 - (d) provide the Council with a cheque in favour of the Council for its reasonable 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; and
 - (e) take any other necessary action so as to ensure this Agreement is registered on the title to the Land prior to the issue of an Occupation 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 in writing. The Council will not withhold its consent to such removal, provided the Developer pays all reasonable 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 upon the date of this Agreement and prior to issue of an Occupation Certificate, then there will be no obligation to register this Agreement in accordance with this clause nor provide the Bank Guarantee in accordance with clause 9.1.
- 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) Subject to clause 8.8, as soon as possible after entering into this Agreement and in any event prior to the issue of an Occupation Certificate, the Developer must deliver to the Council a Bank Guarantee, which must be:
 - (i) in a form and from an institution approved by the Council;
 - (ii) irrevocable and unconditional;
 - (iii) with no expiry date;
 - (iv) issued in favour of the Council;
 - (v) for an amount equivalent to the Development Contribution set out in Item 6 of the Schedule;
 - (vi) drafted to cover all of the Developer's obligations under this Agreement; and
 - (vii) on the terms otherwise satisfactory to 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.

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 Contribution in accordance with the Schedule 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 towards the Developer's obligation to pay the relevant amount and will deduct that amount from the amount payable. In those circumstances, the Developer will be required to pay to the Council

the outstanding balance of the Development Contribution and other amounts payable under this Agreement.

9.3 Return of Bank Guarantee

Subject to clause 9.2, provided that the Developer has complied with its obligations under this Agreement, to pay the Development Contribution or any other amount payable under this Agreement, the Council will return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

Any amendment or review of this Agreement shall be by agreement in writing and in compliance with section 7.5 of the Act.

11. DISPUTE RESOLUTION

11.1 Notice of dispute

If a Party claims that a dispute has arisen under this Agreement ("Claimant"), it must give written notice to the other Party ("Respondent") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("Claim Notice").

No Party may start Court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

11.2 Response to notice

Within ten business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 The nominated representative must:

- (i) Meet to discuss the matter in good faith within five business days after services by the Respondent of notice of its representatives;
- (ii) Use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further notice if not settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute ("Dispute Notice") by mediation under clause 11.5 or by expert determination under clause 11.6.

11.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (a) The Parties must agree to the terms of reference of the mediation within five

- business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the Parties, or failing agreement within five business days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
 - (c) The mediator appointed pursuant to this Clause 11.5 must;
 - (i) Have reasonable qualifications and practical experience in the area of disputes; and
 - (ii) Have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
 - (d) The mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
 - (e) The Parties must within five business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation.
 - (f) The Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement.
 - (g) In relation to costs and expenses
 - (i) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (ii) The cost for the mediator will be shared equally by the Parties unless the mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation to be borne by that Party.

11.6 Expert Determination

If the dispute is not resolved under clause 11.3 or 11.5 the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the Council and the Developer; or
 - (ii) In the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and terms of the appointment must not

be inconsistent with this clause;

- (c) The determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and containing reasons for the determination;
- (d) The expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (e) Each Party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this Agreement by any Party, in which event the expert is deemed to be giving a non-binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

11.7 Litigation

If the dispute is not finally resolved in accordance with this clause 11, either Party is at liberty to litigate the dispute.

11.8 Continue to Perform Obligations

Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

12. ENFORCEMENT

12.1 Nothing in this Agreement 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; 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 an Occupation Certificate until Council provides written confirmation that the

- Development Contribution has been paid;
- (d) 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 later of the date of the Development Consent and this Agreement 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) unless the Development Contribution is paid to Council by the Developer upon entering into this Agreement, the Developer shall provide Council with the Caveat Form.

12.4 The Developer may request removal of any caveat lodged against the Land in writing once all the Developer's obligations under this Agreement have been met. The Developer must pay the Council's costs in relation to the withdrawal of caveat or caveators consent as may be sought.

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 below in Item 8 and 9 of the Schedule;
- (b) faxed to that Party at its fax number set out below in Item 8 and 9 of the Schedule;
- (c) emailed to that Party at its email address set out below in Item 8 and 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.
- (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 whom 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 COSTS

Council's costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer. The Developer shall be responsible to pay its own costs and any stamp duty arising from this Agreement or its preparation.

17 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.

18 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.

19 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of New South Wales. The Parties submit to the nonexclusive 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.

20 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.

21 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.

22 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.

23 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.

24 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.

25 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.

26 GOODS & SERVICES TAX

- 26.1 The Parties agree and acknowledge, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of GST which may be imposed on the supply.
- 26.2 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.
- 26.3 Any amount in respect of GST payable under clause 26.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 26.4 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.

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 s7.6 of the *Environmental Planning and Assessment Act*. This Agreement will be dated on the day of execution by all Parties.

DRAFT

SCHEDULE

<u>Item Number</u>		<u>Particulars/Description</u>
1	Developer	LAMAR 18 PTY LTD (ABN 60 522 956 053)
2	Land	LOT 1, 2 AND 3 IN DP 223349 AND LOT A IN DP 316890 AND KNOWN AS 701 – 707 OLD SOUTH HEAD ROAD, VAUCLUSE
3	Development Application	DA 482/2016/A (MODIFICATION OF DA 482/2016)
4	Development (description)	THE DEVELOPMENT AS DESCRIBED IN DA 482/2016 AS MODIFIED TO INCLUDE THREE ADDITIONAL UNITS, EXTENDING APPROVED UNITS, AMENDMENTS TO TOP FLOOR LEVEL AND ROOF DESIGN AND ADDITION OF 6 CAR PARKING SPACES
5	Development Contribution	\$766,360
6	Public Purpose	TO BE APPLIED TOWARDS THE IMPROVEMENT AND REGENERATION OF THE DIAMOND BAY/VAUCLUSE AREA AND AFFORDABLE HOUSING UNDER WAVERLEY'S AFFORDABLE HOUSING PROGRAM.
7	Development Contribution Date (Payment date for the Development Contribution)	PRIOR TO THE ISSUE OF ANY OCCUPATION CERTIFICATE FOR THE DEVELOPMENT
8	Developer Address	UNIT 28, 26 – 30 OCEAN STREET, BONDI NSW 2026

Developer Fax

Developer Email

mbassin@rostcapital.com.au

Council Address

CORNER PAUL STREET AND BONDI
ROAD, BONDI JUNCTION NSW 2022

Council Fax

(02) 9387 1820

Council Email

info@waverley.nsw.gov.au

DRAFT

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

ROSS MCLEOD

General Manager

CLR PAULA MASSELOS

Mayor

**EXECUTED by LAMAR 18 PTY LTD
ABN 60 522 956 053**

In accordance with section 127 of the
Corporations Act 2001

MARINA BASSIN

Director/Secretary

LARISA ROZENTSVET

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 planning agreement (PA) prepared jointly between Waverley Council and the Developer under s7.4 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

LAMAR 18 PTY LTD ABN 60 522 956 053 (Developer)

2 Description of subject Land:

The whole of the land being Lot 1,2 and 3 in Deposited Plan 223349 and Lot A in Deposited Plan 316890 known as 701 – 707 Old South Head Road, Vaucluse, 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 the development as described in DA 482/2016 as modified to include three additional units, extending approved units, amendments to top floor level and roof design and addition of 6 car parking spaces.

4 Background:

The Developer is the registered proprietor of the subject Land. A development application was lodged with Council, DA 482/2016/A, to modify DA 482/2016. The Developer appealed the decision of Council in respect to the Development Application. The Developer subsequently offered to enter into a Planning Agreement with Council pursuant to section 7.4 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. Development Consent was granted by the Land and Environment Court on 4 March 2019 and subsequently modified by DA482/2016/B in respect to timing of certain requirements

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 enable Council to provide a material public benefit to residents of areas close to the Development and the broader community by applying funds to the improvement and regeneration of the Diamond Bay/Vaucluse area and provision towards Waverley's Affordable Housing Program.

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 section 7.4 and Subdivision 2 of Division 7.1 of Part 7 of the Act.

The Agreement requires the Developer to comply with certain requirements including registration of the Agreement, provision of a bank guarantee and caveat as soon as possible after entering into the agreement and prior to an Occupation Certificate issuing for the Development and to pay a monetary contribution to Council in the amount of \$766,360 prior to an Occupation Certificate issuing for the Development.

The Agreement does not exclude the application of sections 7.11, 7.12 or 7.24 of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s7.11 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 7.4(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 or public services;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and
- 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 improvement and regeneration of the Diamond Bay/Vaucluse area;

- 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;
- Public Interest is promoted by virtue of the planning agreement because it increases the provision of affordable housing;
- Provides housing for low income and disadvantaged people within the community;
- Facilitates a diverse social mix;
- Enables diverse social and economic groups to have similar opportunities for accommodation in the area where the Development is situated.

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:

- 1.3(a) "to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources";
- 1.3(b) "to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment";
- 1.3(c) "to promote the orderly and economic use and development of land";
- 1.3(d) "to promote the delivery and maintenance of affordable housing"; and
- 1.3(i) "to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State".

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 recreational facilities as well as affordable housing within the public areas in its local government area and how its decisions and policies impact on seeking to fulfil these needs;
- 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.

- In addition as the planning agreement is a means by which the Council can implement its Affordable Housing Policy, in doing so Council exercises community leadership in an area of concern to the wider 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 bank guarantee, registration, caveat and payment of the monetary contribution prior to the issue of an Occupation Certificate.

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

REPORT CM/7.11/19.12



Subject: Bondi Pavilion Restoration and Conservation Project -
Expression of Interest

TRIM No: A15/0272

Author: Matt Henderson, Senior Project Manager
Rodney Crook, Acting Procurement Manager

Director: Emily Scott, Director, Community, Assets and Operations

RECOMMENDATION:

That Council:

1. Treats the EOI Summary and Recommendation and the Evaluation Matrix attached to this report as confidential in accordance with section 11(3) of the *Local Government Act 1993*, as they relate to a matter specified in section 10A(2)(c) of the *Local Government Act 1993*. The attachments contain information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.
2. Endorses the proposed shortlisting of submitters to be invited to tender for the Bondi Pavilion Restoration and Conservation Project, as set out in the confidential EOI Summary and Recommendation attached to this report.
3. Notifies unsuccessful submitters 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 to shortlist six contractors for the Bondi Pavilion Restoration and Conservation project. The shortlisted contractors will be issued a request for tender (RFT) documentation for pricing in 2020.

2. Description of Service or Product being Tendered

The Bondi Pavilion Restoration and Conservation project development application (DA) is still under assessment, with the DA determination date scheduled on 19 December 2019. An open expression of interest (EOI) was released via Tenderlink to seek proposals from suitably qualified contractors. The purpose of the EOI assessment was to develop a shortlist of suitable contractors. The shortlisted contractors will be provided with the RFT documentation for pricing in March 2020.

3. Scope of Expression of Interest

Contractors were required to submit a proposal that did not include pricing. The proposal was based on the architectural and landscape documentation that was issued as part of the DA for the Bondi Pavilion Restoration and Conservation project.

4. Reason for Expression of Interest

The Project Control Group agreed that Council would run an open EOI via Tenderlink to seek proposals from suitably qualified bidders. All bidders were assessed, and it was agreed by the evaluation committee that a total of six Contractors would be shortlisted.

5. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 19 March 2019	CM/5.1/19.03	<p>That:</p> <ol style="list-style-type: none"> 1. Council notes the imminent lodgement of a development application for the Bondi Pavilion Conservation and Restoration Project is expected to be early April 2019. 2. Council undertakes a minimum 28-day period of community consultation on the development application, including a public forum and appropriate information materials, online and in print. 3. Council notes the requirement for the development application to be referred to the NSW Heritage Office for comment, prior to the determination of the DA. 4. Council notes that the town planning assessment will be undertaken by an external independent planning consultant. 5. Council notes that the Sydney Eastern City Planning Panel is the consent authority for the development application. 6. Council anticipates that the development application will be determined by late 2019. 7. Council expects project commencement in February 2020 immediately after the peak summer period. 8. The Mayor and Deputy Mayor release a media statement on this mayoral minute.
Council 20 November 2018	CM/7.8/18.11	<p>That Council:</p> <ol style="list-style-type: none"> 1. Receives and notes the community engagement report and analysis relating to the Bondi Pavilion Restoration and Conservation Project Concept Design consultation period of 7 September to 5 October 2018. 2. Receives and notes the Amphitheatre and Outdoor Performance Report from architects Tonkin Zulaikha Greer in response to Council resolution CM/5.4/18.09 to investigate options for the current amphitheatre space. 3. Endorses the Concept Design attached to this report, which

		<p>includes the following revisions based on community feedback:</p> <ul style="list-style-type: none"> (a) A variation of the design of the Kiln Room, allowing for a second kiln. (b) Relocation of the Lifeguards Room to outside of the Bondi Pavilion. (c) Allowing for a designated loading/unloading zone in the southern courtyard for users of the High Tide Room, Music Studios, Theatre, Art Gallery, and events. <p>With these further modifications to the Concept Design:</p> <ul style="list-style-type: none"> (d) Reposition the 'Tourism Centre/Box Office' to the north of the Entrance Foyer consistent with the concepts supported by the Bondi Pavilion Stakeholder Committee (e) Indicate all commercial tenancies as large 'shell space' to allow small or large tenancies as demand, structural, and heritage considerations determine. (f) Reposition the internal courtyard pedestrian entrance to the Waste Room from the colonnade corridor to the internal face of the Waste Room to separate the activities of the adjacent Pottery Room/Creative Space from the use of the Waste Room (g) Consistent with feedback from the community, expand the size of the Pottery Room/Creative Space and decrease the size of adjacent the Waste Room. (h) Ensure the first floor server room is fit for multi-purpose use in association with the adjacent rooms (i) Increase the size of the amenities in the Theatre Green Room (j) An Aboriginal and Torres Strait Islander 'one-stop shop' enhancing the Bondi Pavilion's community cultural connections with the local traditional owner and broader Sydney Aboriginal islander community be investigated. <p>4. Approves progression to detail design and submission of an integrated development application.</p> <p>5. Notes that Council officers will report to December Council meeting with a timetable and costing for early works that can be undertaken with heritage exemption.</p> <p>6. Notes the previously endorsed Bondi Pavilion Stakeholder Committee recommendations.</p>
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		<p>7. Notes the Bondi Pavilion Conservation Management Plan and the schedule of intrusive heritage elements, specifically:</p> <p>(a) The internal courtyard amphitheatre, and notes that Option 2a in the report—temporary demountable seating structure—is a suitable option for replacement of the amphitheatre in situ.</p> <p>(b) The glass extension on the north eastern corner of the Pavilion.</p> <p>8. Notes that the next phase of the Bondi Pavilion Restoration and Conservation Project requires development application assessment framed by the Bondi Pavilion Conservation Management Plan involving independent assessment officers, heritage consultants and the NSW Heritage Office, and that the development assessment will include a 28-day period for public consultation and submissions.</p> <p>9. Notes that the Bondi Park Cultural Landscape Conservation Management Plan has been submitted to the NSW Heritage Office but has not yet been endorsed.</p> <p>10. Notes that concept design outcomes in regard to the curtilage of the Bondi Pavilion including the eastern forecourt, the northern, southern and western areas will be the subject of more design and public consultation consistent with the Bondi Park Cultural Landscape Conservation Management Plan after adoption.</p> <p>11. Notes that the curtilage will include details of outdoor furniture for public and commercial use, amenity requirements, potential for a new outdoor amphitheatre, pedestrian and vehicle access as required, and paving and surface treatment.</p> <p>12. Prepares materials for an information board in the Bondi Pavilion detailing the adopted concept plans as specified in this resolution, as well as a timetable and works program</p>
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6. Discussion

Please see the confidential EOI Summary and Recommendation attached to this report for the discussion on the Evaluation Panel, the submissions received, details about the Panel's evaluation of the submissions and the Panel's recommendation to Council.

7. Financial impact statement/Time frame/Consultation

Financial impact statement

The budget for Bondi Pavilion Restoration and Conservation project is from C0006 Bondi Pavilion.

Prices will be obtained from the shortlisted contractors when the RFT documentation has been prepared and issued in March 2020.

Timeframe

The RFT documentation is currently in the process of being prepared and will be completed in March 2020. The shortlisted contractors will be issued the RFT documentation for pricing in March 2020, via Tenderlink, with a report to Council in April 2020.

The construction works for the Bondi Pavilion Restoration and Conservation project are planned to commence in May 2020.

Consultation

Nil.

8. Conclusion

The Evaluation Panel has recommended six contractors to be invited to tender. Council is asked to endorse the recommendation.

9. Attachments

1. EOI Summary and Recommendation (confidential)
2. Evaluation Matrix (confidential)

REPORT CM/7.12/19.12



Subject: SSROC Supplier Panel - Supply and Delivery of Road Vehicle Brooms, Brushes and Spare Parts

TRIM No: SF19/3620

Author: Rodney Crook, Acting Procurement Manager

Director: Darren Smith, Chief Financial Officer

RECOMMENDATION:

That Council:

1. Treats the attachment to 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 attachment contains information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.
2. Adopts the SSROC-approved suppliers below as a supplier panel for the supply and delivery of road vehicle brooms, brushes and spare parts for three years with two one-year options:
 - (a) Rylepair Pty Ltd (trading as BSB Brushes & Signs).
 - (b) Industrial Brushware Pty Ltd.

1. Executive Summary

Tenders for the supply and delivery of road vehicle brooms, brushes and spare parts, managed by the Southern Sydney Regional Operation of Councils (SSROC,) were originally released on 16 June 2014 for a period of three years, with a further two-year extension, which has been exercised, and concludes on 31 December 2019.

Council has proposed to continue participation in the renewed SSROC contract on and from 2 January 2020, for a period of three years, with two one-year options.

2. Description of Service or Product being Tendered

The supply and delivery of road vehicle brooms, brushes and spare parts includes a variety of goods and services, listed as follows:

- Brooms and brushes:
 - Gutter brooms.
 - Main broom.
 - Skid steer broom.
 - Brushware.
- Sweeper, scrubbers, vacuums.
- Spare parts for the above listed scope.

- Maintenance and repair.

Council's requirements comprise various road sweepers, including Macdonald Johnston and the smaller footpath sweeper Aspel Nilfisk, based at the Alexandria Integrated Facility (AIF). Additionally, spare parts for each sweeper will be required and procured via a schedule of rates. The average life span of each sweeper is seven years.

3. Scope of Tender

The scope of works includes supply and delivery of Road Vehicle Brooms, Brushes and Spare Parts. Respondents were provided the opportunity to tender for one or more service categories and advised that the contract may be awarded to one or more suppliers for each category.

4. Reason for Tender

Tenders were called to replace the existing contract, which expires on 31 December 2019. The renewal of the contract for Road Vehicle Brooms, Brushes and Spare Parts was agreed by the SSROC strategic supply management group to be re-tendered and is part of the supply management work plan.

SSROC is not a prescribed entity for the purposes of section 55(3)(a) of the *Local Government Act 1993*. Therefore, before engaging any of the approved suppliers under the SSROC contracts, Council must accept the SSROC approved suppliers' panel for Council.

5. Relevant Council Resolutions

Nil.

6. Discussion

Invitation to tender

On Tuesday, 23 July 2019, SSROC released a tender for the establishment a panel of contractors for the supply and delivery of road vehicle brooms, brushes and spare parts, on behalf of 10 participating councils. Advertisements for the tender were placed in the Local Government Tenders section of the Sydney Morning Herald and on the Tenderlink online portal, managed by Council.

Tenders closed at 11.00 am AEST on Wednesday, 14 August 2019. Three submissions were received.

A Tender Evaluation Panel was established to evaluate the tenders. The Panel consisted of:

- John Woolcott – Inner West Council.
- Robert Gatt – Waverley Council.
- Mark Thompson – Canterbury Bankstown Council.
- Cathy Dizon – Strategic Procurement and Contracts Manager, SSROC.
- Mala Manisegaran – Strategic Procurement Project Officer, SSRROC.

Tenders received

The following tenders were received:

- Industrial Brushware Pty Ltd.
- Rosemech Sales & Service Pty Ltd.
- Rylepair Pty Ltd (trading as BSB Brushes & Signs).

Tender evaluation

This tender was conducted in accordance with the Department of Local Government's Tendering Guidelines, the *Local Government Act 1993* and *Local Government (General) Regulation 2005*.

The Evaluation Panel agreed on the following weightings to be used against the advertised selection criteria

Advertised Evaluation Criteria	Weighting
Tendered price and rates	35%
Tenderer Profile	25%
Competency / Relevant Experience	15%
Service Standards & Methodology	15%
Sustainability	10%
Conformity with Tender submission requirements	Mandatory (Y/N)
Adherence to safety, environmental management, sustainability and procurement guidelines	Mandatory (Y/N)

Tenders were given a score on each of the evaluation criteria, resulting in a total score out of 100. Tenders were ranked in accordance with their scores. Final scores and rankings are shown in the confidential Tender Recommendation Report attached to this report.

Evaluation Panel's recommendation

The recommendation of Rylepair Pty Ltd (trading as BSB Brushes & Signs) and Industrial Brushware Pty Ltd ensures reliable and continuous services to participating councils, as both suppliers currently provide the same goods and services to councils, and their performances are satisfactory. Both tenderers have provided all required information in their submissions.

BSB Brushes and Signs demonstrated a very strong focus on operating in an environmentally sustainable manner, and provided methodologies to improve sustainability. Industrial Brushware also demonstrated having similar focus and methodologies, while they also considered and addressed the social aspects of sustainability.

7. Financial impact statement/Time frame/Consultation

Financial impact statement

SSROC contracts increase the bargaining power of the participating Councils providing better value for money and better services from the supply market by consolidating demand and presenting greater customer scale.

Time frame

It is expected that a new contract will be available for Council users on and from 2 January 2020.

8. Conclusion

It is recommended that Council participates in the SSROC supplier panel for the supply and delivery of road vehicle brooms, Brushes and Spare Parts, for the next three years (with two one-year options), commencing on 2 January 2020.

9. Attachments

1. SSROC Tender Recommendation Report - Supply and Delivery of Road Vehicle Brooms, Brushes and Spare Parts (confidential)

REPORT CM/7.13/19.12



Subject: Bondi Beach Sea Wall Murals - Revised Guidelines and Terms and Conditions

TRIM No: A18/0144

Author: Elizabeth Reidy, Co-ordinator, Curator and Visual Arts

Director: John Clark, Director, Customer Service and Organisation Improvement

RECOMMENDATION:

That Council adopts the revised Guidelines and Terms and Conditions attached to this report (Attachment 2) for artists applying to paint murals on the Bondi Beach Sea Wall.

1. Executive Summary

Council officers have reviewed the existing Guidelines and Terms and Conditions for artists applying to paint murals on the Bondi Beach Sea Wall which included consultation with the Waverley Public Art Committee. Revised Guidelines and Terms and Conditions are attached to this report and recommended for adoption.

2. Introduction/Background

On 20 August 2019, Council resolved that officers re-assess and update, where necessary, the Bondi Beach Sea Wall mural guidelines and curatorial processes. In response to this resolution, Council officers, with the guidance of the Waverley Public Art Committee, have reviewed and updated the Guidelines and Terms and Conditions for the Bondi Beach Sea Wall. This report provides an outline of the recommended updates to the Guidelines and Terms and Conditions.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 20 August 2019	CM/8.6/19.08	<p>That Council:</p> <ol style="list-style-type: none"> 1. Condemns the illegal defacing of the mural painted by Luke Cornish on the Bondi Beach Sea Wall that was identified on the morning of Wednesday, 7 August 2019. 2. Notes that no Councillors were involved in the selection of the Cornish mural. 3. Officers re-assess and update, where necessary, the sea wall mural guidelines and curatorial processes to ensure that they: <ol style="list-style-type: none"> (a) Align with Waverley's Community Strategic Plan Vision Statement, which states 'Waverley:

		<p>connecting the city and the sea. A welcoming and cohesive community that celebrates and enhances our spectacular coastline, vibrant places, and rich cultural heritage.'</p> <p>(b) Provide an equitable process for all sea wall mural applicants, including:</p> <p>(i) The requirement that a concept design of all artwork is prepared by the artist and approved by the Council officer curatorial panel against the updated guidelines prior to it being painted.</p> <p>(ii) The duration for the mural to be retained on the sea wall.</p> <p>(iii) When it is appropriate for the mural to be aligned with an exhibition and event at Bondi Beach.</p> <p>4. Officers consult the Waverley Public Art Committee on any proposed new guidelines and curatorial processes, and a recommendation from this Committee be presented in a report for Council consideration.</p> <p>5. Encourages freedom of expression, subject to all artwork in the public domain complying with Council's guidelines, processes, plans and policies.</p>
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4. Discussion

Council officers have reviewed and updated the Guidelines and Terms and Conditions for artists applying to paint murals on the Bondi Beach Sea Wall in accordance with Council's resolution. The sections of the Guidelines and Terms and Conditions that have been amended include:

1. Document Title.
2. Purpose.
3. Context.
4. Who is Eligible?
5. Site Usage.
6. Mural Application Process.
7. Summary of the Application and Curatorial Process.
8. Guidelines for Artistic Use of the Site.

The proposed changes to the Guidelines and Terms and Conditions were presented to the Waverley Public Art Committee for review and feedback which has been incorporated into the revised version attached to this report. Changes made to the document are highlighted in yellow shading. These changes can be viewed against the current Guidelines and Terms and Conditions which are also attached to this report.

A summary of the changes is provided below:

- Context – Paragraph aligns the Guidelines and Terms and Conditions for the Sea Wall with the Waverley Community Strategic Plan.
- Who Is Eligible – Clarifies the equitable process for allocating murals for charity and not-for-profit organisations.
- Memorial Murals – Minor wording change to more simply state the same intended information.
- Mural Application Process – Artists seeking to paint a mural must now apply through the online system. This ensures that all artists applying must submit an artwork image or concept design with their application, as well as agree to the Terms and Conditions before the application can be processed by Council staff.
- Summary of the Application and Curatorial Process – Clarifies the process by which applications are received and assessed including:
 - The addition of the word ‘online’ to indicate that only online submissions can be made;
 - Removal of the expectation to notify the artist of the success of their application within one month as that does not fit the current timelines for submission reviews;
 - Removal of the statement that police and rangers will be notified of the creation of a new mural work; and
 - Inclusion of wording to allow artworks associated with exhibitions and events on Bondi Beach.

Murals outside of the application process may be awarded in conjunction with exhibitions or events within the Guidelines and Terms and Conditions including adherence to the revisions featured under Guidelines for Artistic Use of the Site. The internal process will be amended to include Executive Manager approval for all murals allocated outside of the application process.

- Guidelines for Artistic Use of the site – The wording in this section has been expanded to provide further clarity about work that is unacceptable for the Bondi Sea Wall.

5. Financial impact statement/Time frame/Consultation

The Bondi Beach Sea Wall has no direct financial impact to Council. Successful artists paint the mural wall at full costs to themselves. The process requires staff time to administer permits and review applications for allocation.

The Bondi Beach Sea Wall application process is open all-year-round through the online application system hosted on Council’s website. Mural panels are allocated for painting in six-month blocks twice per year. Exact dates for painting murals are negotiated with successful artists based on availability of panels within a six-month exhibition time frame.

The proposed revised Guidelines and Terms and Conditions were reviewed by the Waverley Public Art Committee at a meeting held on 30 October 2019.

6. Conclusion

The revised Guidelines and Terms and Conditions for the Bondi Beach Sea Wall are recommended for adoption by Council based on the feedback and guidance of the Waverley Public Art Committee.

7. Attachments

1. Bondi Beach Sea Wall Guidelines and Terms and Conditions - Current [↓](#)
2. Bondi Beach Sea Wall Guidelines and Terms and Conditions - Revised [↓](#)

GUIDELINES AND TERMS AND CONDITIONS

PURPOSE

The purpose of these guidelines is to ensure the management of mural sites along the promenade at Bondi Beach as a space for artists to work in the promotion of art, design, and street art culture.

BONDI BEACH SEA WALL CHARACTER AND DIVERSITY

Waverley Council's vision is to lead the way in being a vibrant and inspiring place that supports its diverse population, creative culture, enriching lifestyle and stunning natural features.

The history of street art on the Bondi Sea Wall dates back to the 1960s. Today, the Sea Wall continues to contribute to the energetic character of Bondi Beach. Waverley Council proudly maintains this dynamic grass roots artistic culture at Bondi Beach by giving street artists, designers, artists, and community groups access to public space, supporting a diversity of murals, and facilitating turnover.

WHO IS ELIGIBLE?

- Individual Artists or Artist Collectives; Individual artists or artist collective who seek opportunities to showcase their skills and achieve public exposure for their work.
- Community Groups; Creative murals developed by community groups, Not for Profit organisations or registered charities, pending content of the artwork.

SITE IDENTIFICATION AND DEMARCATION

Individual mural sites on Bondi Promenade are identified by a number in the bottom left hand corner of each panel. Details of each site will be maintained on a register administered by Council staff.

Council identifies the following areas as commissioned mural sites:

- walls surrounding the skate park
- North Bondi Pool kids pool
- South Bondi, lower level left corner

All other areas are excluded from mural application. Un-authorised murals that appear on these sites will be removed.

SITE USAGE

Waverley Council retains murals on the wall for a period of six months. However, Waverley Council does reserve the right to paint over murals at any time, should the need arise. Artists work removed under the six month minimum will be notified in writing by Waverley Council staff.

NOTE: MEMORIAL MURALS

To prevent the wall from becoming static no further memorial sites will be approved.

Waverley Council currently maintains the following two memorial spaces:

- Bali mural in memory of local resident Chloe.
- Anzac commemorative mural. This wall section is a nominated Council space. The mural may be updated to commemorate other activity.

MURAL APPLICATION PROCESS

All artists seeking permission to paint a mural must apply through the online application system or alternatively submit an application form to visualarts@waverley.nsw.gov.au. If you have any queries please call **9083 8746**

SUMMARY OF THE APPLICATION PROCESS:

- Submit mural application
- Council staff will assess application as per the guidelines and advise artist if the application is successful or unsuccessful within one month. Rangers and Police notified
- Mural completed by permitted artist and added to register
- Council Staff will issue successful applicants a permit

GENERAL CONDITIONS

- The artist or community group must be 18 years and over to apply.
- The artist or community group must complete the application, receive approval and be issued a permit prior to painting a mural.
- The artist must sign the application form. By signing the application verifies that artist/s and/or community group/s agree to comply with all conditions stated in the guidelines.
- Un-authorised murals will be removed

GUIDELINES FOR ARTISTIC USE OF THE SITE

- Designated mural art sites may be used for the development of a piece of artwork.
- Work that reflects Bondi Beach is encouraged.
- Offensive work is not permitted. Offensive means racist, sexist, contains crude language, depicts graphics of a sexual or violent nature, or contains a person's details. Work favoring and promoting a specific religion will not be approved.
- Offensive work will be removed within 24-48hrs.
- The mural site is the property of Waverley Council and Council reserves the right to take photos, video footage and publish images of the site. Waverley Council will acknowledge the artists appropriately in publications and references.

COMMERCIALITY AND SPONSORSHIP

- No brand advertising or commercial logos are permitted on mural
- Artists are permitted to promote their artwork through their signature and artist's URL on the mural. No commercial logos otherwise are permitted. Including:
 - on the artwork
 - put up near the artwork
 - or placed nearby during the creation of the artwork
- Paint and art supply sponsorship is permitted but cannot be referenced, displayed or acknowledged on or near the artwork, it can, however, be referenced on the artists own website or social media.

CONDITIONS FOR PERMIT – SITE PREPARATION AND MAINTENANCE BY THE ARTIST

- In consideration of Waverley Council granting this application, The Artist agrees Waverley Council is not liable or responsible for any claims: by The Artist arising from the exercise of The Artists rights under this permit; by The Artist in connection with being permitted

to paint a mural at the relevant site; or, any damage to The Artist, the mural, or anything; whether or not the claim was due in whole or in part to Waverley Council's negligence. The Artist indemnifies Waverley Council against: all losses incurred by Waverley Council; all liabilities incurred by Waverley Council; and, all legal costs (on a solicitor and own client or full indemnity basis) and other expenses incurred by Waverley Council in connection with any demand or proceeding.

- The Artist retains copyright over their original image. Waverley Council retains the right to reproduce the artist/s image, with the written consent of the artist, free of charge, for the purpose of promotion of the sea wall or associated cultural activities in the Waverley area.
- The Artist must not commence work until in possession of a permit. The Artist must carry the permit at all times when painting.
- The Artist may be required to meet a Waverley Council staff member on site prior to commencement to confirm site allocation and safety measures are being taken by the Artist.
- The Artist must not commence working with paints in any winds. If a breeze blows up The Artist is to cease painting immediately to avoid any chance of paint over-spray onto vehicles in the car park.
- The Artist must use protective material to prevent over spray on the ground and above the mural.
- The Artist must barricade the working area. Witches hats, tape and barriers are appropriate.
- The Artist must provide and use their own safety mask and sun protection.
- Step ladders, or scaffolding used to reach upper wall areas should be secure and WHS/BCA compliant.
- The Artist must manage the mural site in a safe and orderly manner. When completed The Artist must leave the site in a clean and tidy condition. All painted related materials should be disposed of with consideration to environmental safety.
- Costs related to the development of the artwork at the site will be borne by The Artist, including paints, labor, equipment and cleaning.
- The Artist must comply with instruction from Council Officers and the Police.

PLEASE NOTE:

Waverley Council reserves the right to change the status of approved sites or make changes to these guidelines at any time.

For further information please call **9083 8746** or email visualarts@waverley.nsw.gov.au

Bondi Beach Sea Wall Guidelines and Terms and Conditions

PURPOSE

The purpose of the guidelines are to ensure the management of mural sites along the promenade at Bondi Beach as a space for artists to work in the promotion of art, design, and street art culture.

CONTEXT

Our community vision is as follows:

Waverley: Connecting the city and the sea.

A welcoming and cohesive community that celebrates and enhances our spectacular coastline, vibrant places, and rich cultural heritage.

The Sea Wall is an integral part of the creative community in Waverley. Waverley Council is committed to the ongoing support and development of Arts and Culture as outlined in the **Waverley Community Strategic Plan**.

BONDI BEACH SEA WALL CHARACTER AND DIVERSITY

Waverley Council's vision is to lead the way in being a vibrant and inspiring place that supports its diverse population, creative culture, enriching lifestyle and stunning natural features.

The history of street art on the Bondi Sea Wall dates back to the 1960s. Today, the Sea Wall continues to contribute to the energetic character of Bondi Beach. Waverley Council proudly maintains this dynamic grass roots artistic culture at Bondi Beach by giving street artists, designers, artists, and community groups access to public space, supporting a diversity of murals, and facilitating turnover.

WHO IS ELIGIBLE?

- Individual Artists or Artist Collectives; Individual artists or artist collective who seek opportunities to showcase their skills and achieve public exposure for their work.
- Community Groups; Creative murals developed by community groups, Not for Profit organizations or registered charities, pending content of the artwork. **In the event of a charity or not for profit application murals will be awarded based on the quality of the artwork or image of the mural proposal presented in the application. Submissions should be mindful of artistic intent as well as messaging behind the work.**

SITE IDENTIFICATION AND DEMARCATION

Individual mural sites on Bondi Promenade are identified by a number in the bottom left hand corner of each panel. Details of each site will be maintained on a register administered by Council staff.

Council identifies the following areas as commissioned mural sites:

- Walls surrounding the skate park
- North Bondi Pool kids pool
- South Bondi, lower level left corner

All other areas are excluded from mural application. Unauthorized murals that appear on these sites will be removed.

SITE USAGE

Waverley Council retains murals on the wall for a period of six months. However, Waverley Council does reserve the right to paint over murals at any time, should the need arise. Artists work removed under the six month minimum will be notified in writing by Waverley Council staff.

NOTE: MEMORIAL MURALS

No further memorial murals will be approved.

Waverley Council currently maintains the following two memorial murals:

- Bali mural in memory of local resident Chloe Byron.
- Anzac commemorative mural

MURAL APPLICATION PROCESS

All artists seeking permission to paint a mural must apply through the online application system. If you have any queries please call **9083 8746**

SUMMARY OF THE APPLICATION AND CURATORIAL PROCESS:

- Submit mural application online
- Council staff assess application as per the guidelines and advise artist if the application is successful or unsuccessful
- Council staff issue successful applicants a permit
- Mural completed by permitted artist and added to register
- Subject to submission of a mural proposal, Council may allow murals associated with other exhibitions or events at Bondi Beach to be added outside of the normal application process.

GENERAL CONDITIONS

- The artist or community group must be 18 years and over to apply.
- The artist or community group must complete the application, receive approval and be issued a permit prior to painting a mural.
- The artist must sign the application form. By signing the application verifies that artist/s and/or community group/s agree to comply with all conditions stated in the guidelines.
- Unauthorized murals will be removed

GUIDELINES FOR ARTISTIC USE OF THE SITE

- Designated mural art sites may be used for the development of a piece of artwork.
- Works that reflects Bondi Beach are encouraged.
- Work is not permitted that is racist, sexist, contains crude language, depicts graphic sexual or violent imagery, preferences a social, cultural or socioeconomic group over another, demeans through negative portrayal of sexual preference or identity, or contains symbols or icons associated with discrimination, current or historical. Work favoring and promoting a specific religion will not be approved.**
- The mural site is the property of Waverley Council and Council reserves the right to take photos, video footage and publish images of the site. Waverley Council will acknowledge the artists appropriately in publications and references.

COMMERCIALITY AND SPONSORSHIP

- No brand advertising or commercial logos are permitted on mural
- Artists are permitted to promote their artwork through their signature and artist's URL on the mural. No commercial logos otherwise are permitted. Including:
 - on the artwork
 - put up near the artwork
 - or placed nearby during the creation of the artwork
- Paint and art supply sponsorship is permitted

but cannot be referenced, displayed or acknowledged on or near the artwork, it can, however, be referenced on the artists own website or social media.

CONDITIONS FOR PERMIT – SITE PREPARATION AND MAINTENANCE BY THE ARTIST

- In consideration of Waverley Council granting this application, The Artist agrees Waverley Council is not liable or responsible for any claims: by The Artist arising from the exercise of The Artists rights under this permit; by The Artist in connection with being permitted to paint a mural at the relevant site; or, any damage to The Artist, the mural, or anything; whether or not the claim was due in whole or in part to Waverley Council's negligence. The Artist indemnifies Waverley Council against: all losses incurred by Waverley Council; all liabilities incurred by Waverley Council; and, all legal costs (on a solicitor and own client or full indemnity basis) and other expenses incurred by Waverley Council in connection with any demand or proceeding.
- The Artist retains copyright over their original image. Waverley Council retains the right to reproduce the artist/s image, with the written consent of the artist, free of charge, for the purpose of promotion of the sea wall or associated cultural activities in the Waverley area.
- The Artist must not commence work until in possession of a permit. The Artist must carry the permit at all times when painting.
- The Artist may be required to meet a Waverley Council staff member on site prior to commencement to confirm site allocation and safety measures are being taken by the Artist.
- The Artist must not commence working with paints in any winds. If a breeze blows up The Artist is to cease painting immediately to avoid any chance of paint over-spray onto vehicles in the car park.
- The Artist must use protective material to prevent over spray on the ground and above the mural.
- The Artist must barricade the working area. Witches hats, tape and barriers are appropriate.
- The Artist must provide and use their own safety mask and sun protection.
- Step ladders, or scaffolding used to reach upper wall areas should be secure and WHS/BCA compliant.
- The Artist must manage the mural site in a safe and orderly manner. When completed The Artist must leave the site in a clean and tidy condition. All painted related materials should be disposed of with consideration to environmental safety.
- Costs related to the development of the artwork at the site will be borne by The Artist, including paints, labor, equipment and cleaning.
- The Artist must comply with instruction from Council Officers and the Police.

PLEASE NOTE:

Waverley Council reserves the right to change the status of approved sites or make changes to these guidelines at any time.

For further information please call **9083 8746** or email visualarts@waverley.nsw.gov.au

REPORT
CM/7.14/19.12

Subject: Stronger Communities Fund - Progress Report

TRIM No: A19/0224

Author: Michelle Corbishley, Personal Assistant to Director, Community, Assets and Operations

Director: Emily Scott, Director, Community, Assets and Operations

RECOMMENDATION:

That Council receives and notes this progress report on the Stronger Communities Fund.

1. Executive Summary

Council received funding from the Stronger Communities Fund – Tied Grants program in February 2019 for several projects to a value of \$2 million. The Stronger Communities Fund Funding Agreement requires Council to table progress reports at least quarterly to an ordinary Council meeting. The progress report is to include the expenditure and outcomes achieved against the Delivery Plan. This reporting is to continue until the conclusion of the project.

2. Introduction/Background

The Stronger Communities Fund was originally established by the NSW Government to provide newly established Councils with funding for the delivery of projects that improve community infrastructure and services.

The first round of the Stronger Communities Fund provided up to \$5 million for each new council to kick start delivery of priority community initiatives.

The second round of the Stronger Communities Fund was established in 2017 and provides funding for specific projects, identified by the NSW Government, within new councils and councils previously subject to merger proposals.

The Office of Local Government has the function of providing funding to councils. It is the State agency to which the Council has to report regarding the expenditure of funds provided under the grants. Council received funding for several projects identified by the NSW Government in the second round of funding. This report provides an update on the progress of these grant funded projects.

3. Relevant Council Resolutions

Meeting and date	Minute No.	Decision
Council 19 March 2019	CM/8.9/19.03	<p>That:</p> <ol style="list-style-type: none"> Council officers consult stakeholders, Ward Councillors and Cr Burrill on an interim upgrade of the existing or new play equipment and the priority of which equipment should be upgraded to generally make the playground safer, and that these works take place as soon as possible. Additionally, officers report back to Council with a future concept plan. A representative of the recent 'Mothers of Bondi' petition, Ms Talia Golan or her alternate, be included within the stakeholder group. Council notes that the NSW Government has recently given Council \$300,000 under the Stronger Communities Fund to fund priority upgrade works as an interim measure in the Bondi Beach playground. Council notes that a full upgrade of the playground to a regional playground is due to commence in 2021–22, following the completion of the Bondi Pavilion Conservation Upgrade project. Council notes the recent online petition by the 'Mothers of Bondi' addressing urgent safety issues and upgrades to existing equipment.
Council 19 March 2019	CM/8.13/19.03	<p>That Council:</p> <ol style="list-style-type: none"> Notes and acknowledges that: <ol style="list-style-type: none"> The NSW Government has provided Council a \$100,000 grant to make further improvements to Clarke Reserve in Vaucluse. This money is in addition to the \$150,000 already allocated by Council bringing the total investment of \$250,000. The upgrade of the Reserve is due to commence in the second half of 2019. Writes to the Member for Vaucluse, Gabrielle Upton MP, thanking her for the contribution of the grant, which will be used to improve local amenity. Officers consult the Diamond Bay/Vaucluse Precinct and nearby residents within the Diamond Bay/Vaucluse

		Precinct catchment area, notifying them of the additional funding being provided and seeking feedback.
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4. Discussion

Guidelines have been developed to assist councils to understand their obligations in relation to the tied grant round of the Stronger Communities Fund, including requirements for governance and reporting.

Councils are to fund projects, identified by the NSW Government, that deliver new or improved infrastructure or services to the Community.

Projects must meet the following criteria:

- Demonstrate social and/or economic benefits to the community.
- Give consideration to the processes and procedures outlined in the capital expenditure review guidelines issued by the Office of Local Government.

The following is a list of the seven Council projects and their respective progress reports.

Table 1. Projects.

Project – Stronger Communities Fund	Allocation (\$'000)
1. North Bondi Surf Life Saving Club – Upgrade	500
2. Bronte Surf Life Saving Club – Upgrade	345
3. Clarke Reserve, Vacluse – Upgrade to playground and fencing	100
4. Marlborough Reserve, Bronte – Upgrade to playground	400
5. Varna Park, Waverley – Upgrade to playground	280
6. Waverley Park, Waverley – Upgrade of cricket facilities	75
7. Bondi Beach playground – Design work for upgrade	300
Total amount of grant funding sought:	\$2,000,000

North Bondi Surf Life Saving Club – Upgrade

The development application was determined in October 2019 and section 60 approval was subsequently granted by the Office of Environment & Heritage (OEH). Tender evaluation was completed and reported to the Operations and Community Services Committee on 3 December 2019. Council has committed \$500,000 to the project. An additional \$500,000 will be funded by the North Bondi Surf Life Saving Club and another \$500,000 is to be sourced from Federal funds by the North Bondi Surf Life Saving Club and \$500,000 from NSW Government.

Funding will now be committed following Council endorsement of the tender evaluation on 3 December 2019. This will meet the funding commitment deadline of 31 December 2019.

Next steps

Construction is expected to start February 2020 with a six-month construction period.

Budget

The budget for the project is \$500,000 in the 2019–2020 financial year out of a total of \$2 million. In this year, \$110,476 is spent to date with \$386,251 remaining.

Bronte Surf Life Saving Club – Upgrade

Council has engaged Choi Ropiha Fighera (Chrofi) as the 'Head Consultant – Design Services'. Chrofi has completed initial site investigations and are currently developing options analysis for consideration by Project Control Group.

Next steps

Following endorsement of a preferred option by the Project Control Group, Council and Bronte SLSC Board, Chrofi will begin design development to concept level for community consultation.

Budget

Council has committed \$850,000 to date.

Clarke Reserve, Vacluse – Upgrade to playground and fencing

As mentioned in the previous update, the local Vacluse community raised concerns and suggestions for improvements to Council regarding safety in Clarke Reserve in 2017. In particular, it was reported that dogs were running off-leash through the playground on route to and from the adjoining off-leash Christison Park in Woollahra. In consultation with the community plans were developed to improve the park to address this issue.

Following consultation and the development of concept plans grant funding through the NSW Stronger Communities fund was received to the value of \$100,000 in February 2019. Council resolved to consult the community on how this additional funding should be spent. Consultation was subsequently undertaken in April and May 2019 on measures to further improve Clarke Reserve.

During this recent consultation, Council heard contrary views on how the funding should be allocated. As there was no clear community preference, Council Officers requested Council support in making a determination to finalise the plans. A Council motion was passed in July 2019 (CM/7.20/19.07) endorsing improvements to the playground with new play equipment, fencing, shade tree planting, new bubbler and signage and removal of planting along the cliff fence line.

The play equipment has been procured by Council Officers. The design was developed for tender and construction following the council motion. The tender evaluation was completed with preferred contractor to be engaged late 2019.

Next steps

An anticipated construction commencement in February 2020.

Budget

Budget is on track. Spending of the grant on construction will commence in February 2020.

Marlborough Reserve, Bronte – Upgrade to playground

Following public consultation held in May 2019 the draft concept plans for Marlborough Reserve were updated in light of community feedback. The updated concept plans were made available for a second round of public consultation from 26 September to 25 October 2019. Feedback was received through an online survey and a 'Have a Say Day'. A total of 27 responses were received during the second round of consultation: 24 online surveys and three written submissions received via email.

This round of consultation was designed to ascertain if participants were satisfied or unsatisfied with the updated concept plans and what aspects of the design were liked or disliked. The survey also allowed participants to provide further feedback.

Key findings from the second survey found that most respondents were satisfied with the updated concept design 60.9%, 47.4% were neutral and 21.7% were dissatisfied.

The design concept has been further developed in consideration of the feedback received during the second round of consultation. The key findings from the consultation are as follows:

- Officers will continue to work with a level 5 qualified Arborist during the design documentation and construction stages of the project to ensure the health of existing trees within the reserve is maintained.
- Construction methods that are sensitive to existing trees will be used.
- Inclusion of additional nature play elements have been located within the proposed playground footprint.
- Inclusion of an additional bin with dog bag dispenser at the bottom Southern end of the reserve.

Next steps

Council officers reported on the outcomes of the consultation and sought endorsement of the updated concept plan at the Operations and Community Services Committee meeting on 3 December 2019. Council approved the project concept

Council officers will now report back to the community on consultation findings, the proposed improvements and the expected construction time frame. Once the design is finalised, Council officers will proceed to document the project in preparation for construction.

Budget

The anticipated cost of the proposed works is within the allocated budget.

Varna Park, Waverley – Upgrade to playground

Varna Park is a very popular park in Waverley providing a playground, dog off leash area and large open space with established trees. This project will see an upgrade to the park facilities providing improved amenity and addressing safety concerns around the playground edging and conflict between children and dogs. To date Council officers have identified works in the park requiring repair and replacement as well as some existing trees which are in poor health. As this project provides opportunities for both upgrade facilities and possibly new works Council has consulted with the community seeking ideas for how the remaining funds may be spent. Community consultation was conducted from 17 October – 8 November 2019. The community were engaged through a range of engagement methods during the consultation period. Council received some great ideas generated by the community during the consultation period, and recommends implementing the most popular ideas that best meet the project criteria, these ideas include:

- Install a fence around the playground.

- Install an outdoor gym.
- Install one additional bin in the reserve

These improvements to the reserve are expected to cost the remaining \$180,000 of available funds.

Next steps

The following steps will see the project progress:

- Councillors and the community will be provided with the findings from the consultation and proposed concept plan.
- The Have Your Say webpage and Current Projects page will be updated.
- The community will be given a chance to comment on the outcomes of this consultation and the proposed improvements.
- The community will be notified of any updates at 3-6 monthly intervals to the construction program as works progress.

Budget

Designs will be developed to meet the current budget.

Waverley Park, Waverley – Upgrade of cricket facilities

\$55,000 has been provided to Eastern Suburbs Cricket Club for the purchasing of portable outdoor nets and associated equipment. The club have acknowledged receipt of the funding and will provide receipts for purchases made for acquittal purposes.

In agreement with the club, a remaining \$20,000 has been allocated to a Feasibility study into the proposed Indoor Cricket Net Facility at Waverley Park. The feasibility study is complete and concludes that Margaret Whitlam Recreation Centre is structurally feasible of supporting a new indoor cricket facility. A preliminary concept was presented to Councillor workshop on 10 September 2019 with a majority support.

While an initial application for construction funding from the over-subscribed Greater Sydney Sports Facility was unsuccessful, a funding strategy will be developed with the Club.

Bondi Beach playground – Design work for upgrade

Bondi Beach playground is a very popular destination for the residents of Bondi Beach as well as visitors. The playground is due for replacement however existing and planned construction works within Bondi Park and to Bondi Pavilion has pushed out the program for the upgrade of the playground. Council's Play Space Strategy has identified the playground to be a Play Space which should service the region, meaning it should be designed for a range of ages and abilities.

This funding will assist Council in refurbishing the existing play space to ensure it is safe, meets the short-term needs of park visitors and extend the lifespan of the facility until a full re-devolvement can commence.

To date Council officers have:

- Met with a representative Mothers of Bondi on site seeking feedback on the existing playground and ideas for improvements agreeing to review opportunities to improve toddler play through the provision of a new piece of equipment and undertake short-term repairs to existing equipment prior to Christmas.

- A surveyor has been commissioned and provided a full feature survey of the playground to assist short-term refurbishment design work.
- An audited of the existing equipment and furniture has been completed to prioritise repairs and replacement works.
- The Double Swing has been repaired
- A contractor has been engaged to repair the multi-play unit, see-saw, water play tap and undertake rubber repairs prior to Christmas school holidays.
- Council's maintenance teams will be repairing or replacing timber seats and the picnic setting.
- Council's maintenance team will be installing a new accessible bubbler at the playground entrance.
- Documentation has been prepared to seek quotations for the repair the existing picnic shelter. Contractors will not be able to begin work till after the Christmas holiday period with the aim to commence work in February 2020.

On the completion of the above-mentioned works there will be remaining funds to expend. When consulting with interested stakeholders and in auditing the existing playground equipment a gap has been identified in play experiences catering for younger children and toddlers. It had been agreed that new play equipment would be installed to accommodate this age range. It had been discussed that one piece of equipment would be removed to make allowance for the new equipment.

In reviewing options available for the new toddler play equipment and spatial requirements, Council officers have further investigated short-term options to refurbish the playground to improve safety and amenity, extend the lifespan of the play space, improve the play experiences and improve inclusiveness at the play space based on findings and recommendations of the Draft Inclusive Play Study.

Proposed additional improvements include:

- Provide more play experiences and equipment catering for toddler age groups by the provision of a new play area with multipurpose play equipment including slide, climbing and puzzle equipment. This equipment can be accommodated in the existing grassed area adjoining the playground entrance.
- Expand cognitive, sensory and nature play experience at the play space
- Provide bike parking and bins at main entrance.
- Provide playground signage to welcome visitors and provide information.
- Replace the existing dilapidated fence and provide an 'air-lock' style main entrance gates.
- Upgrade landscape areas to improve amenity and aesthetics including appropriately placed amenity shade trees and refurbish existing garden beds.

As previously reported, new play equipment will take a minimum of three months for supply only, following a one-month request for quotation process, and will not be able to be installed until after the busy summer period. Consequently, Council will be seeking an extension of time to complete this project and expend the grant funds.

Next steps

Council officers will continue to consult with Ward Councillors, Cr Burrill and Ms Talia Golan (stakeholder representative, Mothers of Bondi) on proposed listed improvements.

Budget

Refurbishment works will be designed to suit the budget.

5. Financial impact statement/Timeframe/Consultation

The Stronger Communities Fund allocation must be spent or committed by 31 December 2019 and fully acquitted by 30 June 2020. Any uncommitted funds by 31 December 2019 must be returned to the OLG by 31 March 2020.

Councils are accountable for the expenditure of Stronger Communities Fund in accordance with these guidelines, which require the following:

- Councils must provide six-monthly reports each year by 31 August 2019 and 28 February 2020, to the Office of Local Government on delivery progress and expenditure within the Stronger Councils Fund reporting.
- A final report is to be submitted on the completion of each of the projects, including photos and description of the benefits and outcomes achieved.
- Acknowledge the NSW Government's contribution in any written material in relation to the project and in any permanent signage in relation to any projects funded.

While the projects have progressed, due to the current volume of work being undertaken by Council officers, both Bondi Park Playground and Varna Park are still in planning stages. Council officers have sought an extension of time from the Office of Local Government, for these projects, which they are processing.

6. Conclusion

Projects receiving funding from the Stronger Communities fund are in progress.

7. Attachments

Nil.

NOTICE OF MOTION CM/8.1/19.12



Subject: Alcohol Free Zones and Alcohol Prohibited Areas -
Improving Community Safety and Amenity

TRIM No: A03/0099

Submitted by: Councillor Kay
Councillor Goltsman

This matter was last considered by Council at its meeting on 19 November 2019. Debate on the item was adjourned to this meeting. Below is a minute extract from the meeting.

At the time of the procedural motion being moved, Crs Kay, Goltsman and Burrill had spoken in favour of the substantive motion, and Crs Keenan and Wakefield had spoken against the substantive motion.

CM/8.3/19.11 Alcohol Free Zones and Alcohol Prohibited Areas - Improving Community Safety and Amenity (A03/0099)

At 11.11 pm, during the consideration of this item, Cr Burrill left the meeting and did not return.

MOTION

Mover: Cr Kay
Seconder: Cr Goltsman

That Council:

1. Increases Council Ranger patrols and personnel in our Alcohol Free Zones and Alcohol Prohibited Areas as per our existing practice during the summer season to:
 - (a) More effectively enforce the restrictions.
 - (b) Improve the monitoring of people's anti-social behaviour.
 - (c) Better educate visitors on the alcohol restrictions.
 - (d) Increase contact with the NSW Police.
 - (e) Improve community safety and amenity overall.
2. Organises regular family-friendly activities, such as bouncing castles, a mobile library and surf demonstrations, in Biddigal Reserve and Tamarama Park, subject to budget availability.
3. Prepares a debriefing report for the April 2020 Council meeting that summaries Council's actions, and those of the NSW Police, during the summer season within Council's Alcohol Free Zones and Alcohol Prohibited Areas, including incidents of anti-social behaviour in and within the vicinity of licenced premises in Council's Alcohol Free Zones and Alcohol Prohibited Areas, and recommendations for the 2020–21 summer period.

AT THIS STAGE IN THE PROCEEDINGS, CR KAY MOVED A PROCEDURAL MOTION THAT THE MOTION BE

NOW PUT.

THE PROCEDURAL MOTION WAS PUT AND DECLARED LOST.

FORESHADOWED MOTION

Mover: Cr Wakefield

That Council receives a report at the February 2020 Council meeting detailing:

1. Council's resourcing and responses to anti-social behaviour and alcohol-related issues within Council's Alcohol Free Zones and Alcohol Prohibited Areas, including incidents of anti-social behaviour in and within the vicinity of licenced premises in Council's Alcohol Free Zones and Alcohol Prohibited Areas.
2. Any recommendations for improvements in Council's responses or other actions, including organising regular family-friendly activities such as bouncing castles, a mobile library and surf demonstrations in Biddigal Reserve and Tamarama Park, subject to budget availability.

AT THIS STAGE IN THE PROCEEDINGS, THE FOLLOWING PROCEDURAL MOTION WAS MOVED BY CR WAKEFIELD AND SECONDED BY CR LEWIS:

That debate on this matter be adjourned to the December Council meeting to enable Council to receive further information.

THE PROCEDURAL MOTION WAS PUT AND DECLARED CARRIED ON THE CASTING VOTE OF THE CHAIR.

Division

For the Procedural Motion: Crs Copeland, Keenan, Lewis, Masselos and Wakefield.

Against the Procedural Motion: Crs Betts, Goltsman, Kay, Nemesh and Wy Kanak.

Cr Burrill was not present for the vote on the procedural motion.

Supplementary General Manager's comment

Enforcement staff have commenced gathering information relating to patrols in Alcohol Free Zones and Alcohol Prohibited Area.

George Bramis

Acting Director, Planning, Environment and Regulatory

Original Background

The influx of tourists over the summer season causes increased potential for alcohol-fuelled anti-social behaviour in our Alcohol Free Zones (AFZs) and Alcohol Prohibited Areas (APAs) from large groups of visitors.

It is therefore important from a community safety and amenity viewpoint for Council to enhance its presence in locations where alcohol is prohibited, especially during the summer months.

Each year, Council management organises a debriefing session after the Sculpture by the Sea event. This has been useful to identify what worked well and what needed to be improved.

A similar approach can be used for our AFZs and APAs after the summer season, with a report summary being prepared for Council consideration.

Council officers have been searching for the formal declarations of Alcohol Prohibited Areas thought to be endorsed in the period 2003 to 2004. As they cannot be located, it is appropriate that Council re-declare these areas.

Original General Manager's comment

Ranger patrols are increased during the summer months to help deal with increased activity in the community during this period. Particular focus will be given to patrolling those Alcohol Prohibited Areas and Alcohol Free Zones during the coming months.

A report will be presented to Council in March 2020 providing feedback to Council on any issues arising from these inspections over the summer period.

Declarations of Alcohol Prohibited Areas is occurring at Item CM/7.11/19.11 on this agenda.

Peter Monks

Director, Planning, Environment and Regulatory

NOTICE OF MOTION CM/8.2/19.12



Subject: Increasing On-street Parking

TRIM No: A15/0235

Submitted by: Councillor Kay
Councillor Betts

MOTION:

That Council:

1. Investigates ways to increase on-street parking in the Waverley local government area, including but not limited to:
 - (a) Reducing the regulatory 'No Stopping' setback restrictions at unsignalised intersections, pedestrian crossings and traffic islands, using such measures as kerb blisters, kerb extensions, and Waverley Traffic Committee approval via the appropriate RMS Technical Direction.
 - (b) Adopting an enforcement protocol that is flexible, fair and consistent, yet at the discretion of Council's Parking Patrol Officers, which could allow vehicles to park less than the 10 m regulatory 'No Stopping' setback restriction at an unsignalised intersection, where safety and pedestrian accessibility is not compromised.
 - (c) Contacting Australia Post to identify 24/7 mail zones that can be permanently removed, time-limited for postal vehicles, or converted to post boxes without mail zone signage.
 - (d) Ensuring future Waverley Traffic Committee report proposals identify opportunities to minimise on-street parking loss and, where possible, increase on-street parking.
 - (e) Time-limiting funeral and wedding parking, or other options, to release on-street parking to the community when funerals and weddings are not taking place (for example, the church at the corner of Bondi Road and Wellington Street, and South Head Cemetery).
2. Officers prepare a report from the above investigation for Council consideration that includes feasibility, cost, and timing, and considers a methodology whereby low cost, simple designs in high-parking occupancy areas take priority.

This item was deferred from the Council Meeting on 19 November 2019.

Background

Waverley is one of the most dense municipalities in Australia, and, as such, has an issue with the availability of on-street car parking.

Several years ago, Waverley removed line marking for on-street parking spaces. It was recommended that this would increase the practical number of vehicles that could park in a length of kerb as opposed to the

technical dimensions of parking spaces that would have to be observed if line marking demarcation was continued to be used.

In recent times, new developments have reduced the availability of on-street parking by not providing adequate vehicle parking within the development sites.

The introduction of a Resident Parking Scheme (RPS) assists to an extent, especially for those who don't have off-street parking, but finding an on-street parking spot is still an issue that is prevalent in the minds of our residents. A thorough review of our RPS was performed in 2012–13, with significant changes to the system resulting. A further review is planned for the 2019–20 financial year.

General Manager's comment

Council's Parking Patrol Department is reviewing its enforcement protocols to guide its discretion for allowing short-stay parking, where appropriate, within the 10 m regulatory no stopping areas at intersections.

Council's Traffic and Transport team consists of three employees: Service Manager, Traffic and Transport; Senior Traffic Engineer; and Traffic Engineer. With two recent resignations and one staff transfer, all positions are currently being filled with casual and temporary staff.

This motion requires a considerable amount of work, including inspection, investigation and consultation with authorities. If approved by Council, work on the motion will not commence until after the permanent recruitment of the three positions.

Peter Monks

Director, Planning, Environment and Regulatory

Emily Scott

Director, Community, Assets and Operations

Supplementary General Manager's Comment

Council's Parking Patrol Department is reviewing its enforcement protocols to guide its discretion to allow for parking within 10 m of an intersection.

George Bramis

Acting Director, Planning, Environment and Regulatory

NOTICE OF MOTION CM/8.3/19.12



Subject: Old South Head Road between Penkivil Street and Flood Street, Bondi - Bus Lane

TRIM No: A04/0458

Submitted by: Councillor Kay
Councillor Betts

This matter was last considered by Council at its meeting on 19 November 2019. Debate on the item was adjourned to this meeting. Below is a minute extract from the meeting.

At the time of the procedural motion being moved, Crs Kay and Betts had spoken in favour of the substantive motion, and Cr Wakefield had spoken against the substantive motion.

CM/8.12/19.11 **Old South Head Road between Penkivil Street and Flood Street, Bondi - Bus Lane (A04/0458)**

MOTION

Mover: Cr Kay
Seconder: Cr Betts

That Council writes to the Minister for Transport and Roads, the Hon Andrew Constance, MP, the Member for Vaucluse, the Hon Gabrielle Upton, MP, and Roads and Maritime Services requesting that the westbound Old South Head Road bus lane between Penkivil Street and Flood Street not be reinstated.

AT THIS STAGE IN THE PROCEEDINGS, THE FOLLOWING PROCEDURAL MOTION WAS MOVED BY CR WAKEFIELD AND SECONDED BY CR KAY:

That debate on this matter be adjourned to the December Council meeting to allow Council to receive any available statistics on bus movements.

THE PROCEDURAL MOTION WAS PUT AND DECLARED CARRIED.

Cr Burrill was not present for the consideration and vote on the procedural motion.

AT THIS STAGE IN THE PROCEEDINGS, AT 11.26 PM, CR GOLTSMAN MOVED A PROCEDURAL MOTION, SECONDED BY CR WY KANAK, TO EXTEND THE TIME OF THE MEETING.

THE PROCEDURAL MOTION WAS PUT AND DECLARED CARRIED.

Division

For the Procedural Motion: Crs Betts, Goltsman, Keenan, Masselos, Nemesh and Wy Kanak.
Against the Procedural Motion: Crs Copeland, Kay, Lewis and Wakefield.

Cr Burrill was not present for the consideration and vote on the procedural motion.

Supplementary General Manager's comment

The 379 bus service is the only regular bus service that operates along this section of Old South Head Road. It operates from Bronte Beach to North Bondi via Bondi Junction and return. There are approximately 110 services per day over a 24-hour period. The service generally runs at 5 to 10 minute headways in the morning and evening peak times and at 30 minute headways at other times. Also, there are School Special bus services operating along Old South Head Road, including Vaucluse Public School to Bondi Junction; Sydney Grammar Preparatory School to Bondi Junction; Dover Heights to Mount Sinai College; Rose Bay Secondary College to Bondi Junction; and Watsons Bay to Reddam House.

RMS is currently examining the raw PTIPS (public Transport tracking data; average speeds, travel time broken down into segments, etc.) data at this location. The outcomes of that analysis will be available in two–four weeks

Emily Scott
Director, Community, Assets and Operations

Original Background

The RMS is currently considering not reinstalling the westbound bus lane on Old South Head Road between Penkivil Street and Flood Street, which has temporarily been removed during road maintenance and resurfacing works.

The reasons for not reinstating the bus lane include:

1. The original reason for the bus lane was that buses had difficulty travelling up the steep hill in congested traffic whereby they would need to stop/start/stop/start frequently. Each time they would need to start, there would be issues in 're-starting' their engines on the hill, and buses would jolt their passengers in an uncomfortable manner. This is no longer a problem for the new-style buses.
2. Once in the (former) nearside bus lane, a bus will bypass any congested traffic in the offside lane, and hence gain a minimal amount of travel time to Bondi Junction. Obviously, improved bus throughput does not occur in the bus lane if there is no queue of traffic in the offside lane, which is the situation for much of the year.

This year, the westbound nearside lane traffic management was changed so that all vehicles, not just buses, were able to proceed straight on at the Flood Street traffic lights. This meant that vehicles wishing to turn left *and* those heading along Old South Head Road to Bondi Junction could use the nearside lane. This can therefore create nearside lane congestion at the Flood Street traffic lights in peak times.

Taking the above commentary into account, the key issue now appears to be that buses lose time by what occurs at the start of the bus lane. When vehicles that legally cannot use the bus lane attempt to merge into the offside lane, especially in congested traffic, they delay the bus behind them. This offsets, and probably outweighs, any travel time gain when there is congested traffic. If there is no bus lane then this issue would not occur, and bus throughput would not be compromised.

As Old South Head Road is a State road, the RMS will need to prepare an internal report to consider whether to reinstate the bus lane.

Noting the comments above, it would be useful for Council to lend its support to the relevant minister, the Member for Vaucluse and the RMS for the bus lane to not be reinstated.

Original General Manager's comment

Old South Head Road is a State Road under the control of Road and Maritime Services (RMS). The installation of bus lanes is also the responsibility of RMS.

The matter will be referred to Council's Traffic and Transport team for review and preparation of the required correspondence to the Minister for Transport and Roads, Member for Vaucluse and RMS.

Emily Scott

Director, Community, Assets and Operations

NOTICE OF MOTION CM/8.4/19.12



Subject: Marks Park - Protecting Children

TRIM No: A03/0450

Submitted by: Councillor Kay
Councillor Betts

MOTION:

That Council:

1. Ensures that Rangers regularly enforce the dog restrictions in Marks Park to make sure that dogs are under effective control by their owners, as determined by the *Companion Animals Act 1998*. This includes monitoring the daily 4.30 pm–8.30 am off-leash times, dogs on-leash at all other times, and dogs being at least 10 m from the children's play equipment in the recently upgraded play space.
2. Urgently investigates what further physical measures should be implemented at the perimeter of the recently upgraded play space to ensure protection of the children from off-leash dogs.
3. Investigates what activities, such as bikes and skateboards, should be formally banned from the new concrete access path, so that users of the access path can feel safe.

Background

Residents have reported incidents of off-leash dogs outside the time permitted. A four-and-a-half-year-old boy was bitten by an off-leash dog in Marks Park on Sunday, 24 November. Fortunately, a Council Ranger was in the park at the time of the incident and it was immediately reported.

Marks Park is now significantly more popular with families consisting of young children as a result of the upgraded playground and the access path around the park.

This has already resulted in significantly more interactions between off-leash dogs and children, sometimes within the kids play space and in the main park, and in the above case resulting in an attack.

The times for dogs to be on a leash need to be enforced so that the sharing of Marks Park between dog owners and other users of the park is done in accordance with the agreed dog restrictions.

The perimeter of the play space has low-level fencing and does not currently have any gate, and may therefore need to be enhanced to ensure off-leash dogs cannot enter.

Currently, cyclists and skateboarders are speeding along the new access pathway. Some limitations to the use of the new access path are therefore needed to ensure safety for users of the path, especially for young children and during busy times.

General Manager's comment*Clause 1*

Council enforcement staff currently patrol Marks Park enforcing dog restrictions, among other demands on their time. Should this motion be supported, staff will more regularly enforce dog restrictions in Marks Park both during on-leash and off-leash periods, and take appropriate action against dog owners in breach of the provisions of the *Companion Animals Act 1998*.

Clause 2

The play space at Marks Park is located in the northern most corner of the park. A vegetated barrier with low fencing separates the play space from the open park area, which includes the timed dog off-leash zone. There are two entrance paths from the park into the playground and one from Marks Lane. Signs are located at each entrance into the play space to inform visitors that dogs are not prohibited within 10 metres of the play space. These entrances are not currently gated.

If a further barrier was required to the play space to prevent dogs from running into the area, it is recommended to install gates at each of the entries. This will involve the design of a custom gate that can be integrated with existing fencing. As the Marks Park project has been completed, additional budget would need to be sourced to install gates. All park and playground budgets for this financial year have existing commitments or are expended, with the exception of Onslow Street Reserve. Some funding could be diverted from Onslow Street, which would mean that Onslow Street would be delayed by 12 months.

Clause 3

The current NSW Road Rules ban anyone over the age of 16 from riding a bicycle on a footpath, with the exception of an adult rider who is supervising a under 16-year-old bicycle-rider. Therefore, a ban of bicycles or scooters in Marks Park would specifically restrict children (under the age of 16) from riding on the path. The intention of the Road Rules is to keep children off the open road and to ensure they have a safe space to learn to ride a bicycle. Prohibiting children from riding bikes in our parks therefore does not support the intended outcomes of the Road Rules.

A risk assessment has been undertaken on the risk of children falling from a scooter or bike from the path onto the embankment. The risk of harm from a fall adjoining the established planting areas has a risk rating of very low. A fall at the headland embankment where the new planting has been installed with coir logs has a risk rating of minor. As such, the risk rating does not justify any intervention in the form of a physical barrier or enforcing rules to prohibit children from riding scooters or bicycles. On this basis, and considering the importance of parks as spaces where children can freely play and learn to ride bikes and scooters, it is not recommended that Council bans these activities.

George Bramis**Acting Director, Planning, Environment and Regulatory****Emily Scott****Director, Community, Assets and Operations**

NOTICE OF MOTION CM/8.5/19.12



Subject: Queens Park Pedestrian and Cycle Path

TRIM No: A18/0523

Submitted by: Councillor Lewis

MOTION:

That the Mayor writes to the Minister for Planning and Public Spaces to seek funding to construct the proposed \$3 million footpath and cycle path that runs on the southern side of Queens Park parallel to Darley Road that has been prepared by Waverley Council, Randwick City Council and Centennial Parklands, with design funding from Transport for NSW.

Background

In May 2019, the Minister for Planning and Public Spaces the Hon. Robert Stokes, MP, made comment regarding the improvement of public spaces to support walking and cycling in our communities: 'we need to use open space to promote walking, running and cycling because there's a real public health benefit to this.' Funding has been committed to these improvements in the 2019–20 NSW State Budget. Consistent with this budget allocation and State Government objectives, Waverley Council and the Centennial Park Trust have prepared plans for a footpath and cycle path that runs along the southern side of Queens Park that is costed for construction at \$3 million. This work is not funded and should be included in the State expenditure to improve publicly owned land.

The path will be located entirely within Queens Park and is currently a well-worn dirt track. Construction of a footpath and cycle path along Darley Rd will provide a safe and accessible connection to Queens Park and the larger Centennial Park. As there is no alternative footpath, surrounding residents and visitors use the dirt track as the only safe option. This dirt track sees a high number of walkers and runners throughout the day to access sports fields, Centennial Park and beyond to the city, particularly at weekends.

Darley Road is also a significant bicycle route, as it connects residents from both Waverley and Randwick Council areas to Centennial Park. In the PM peak hours, this results in a steady flow of bike riders using the uphill east bound lane of Darley Road. This is an unsafe situation for bike riders, and results in delay to motorists using Darley Road. A separate cycle path parallel to the proposed footpath in Queens Park will provide a much-needed recreational link.

Consultation conducted by Centennial Parklands for the path has received overwhelming community support, and the designs and documentation for the path has been completed with the assistance of funding from the TfNSW Active Transport Grants Program. Funding for the construction of the path has not yet been supported by the Minister for Transport. The purpose of this motion is to seek construction funding to deliver this much-needed pedestrian and bicycle link within Queens Park.

The proposed pathway supports a demonstrated community need for a path within public open space that links to key recreational amenities provided within the Centennial Parklands. This pathway supports multiple State Government objectives, including improvement to the amenity of Queens Park, providing additional tree cover and the use of public open space to support active lifestyles.

A plan of the proposed pathway is attached to this motion.

General Manager's comment

This matter was raised at the Waverley Cycling Advisory Committee on 24 October 2019 and is consistent with Council's position. Funding for the construction of this project has been sought under the TfNSW Active Transport Program. However, previous applications have not been successful. The motion as drafted is supported.

George Bramis**Acting Director, Planning, Environment and Regulatory****Attachments**

1. Plan of proposed pathway [📎](#)

NOTICE OF MOTION CM/8.6/19.12



Subject: State of Climate and Biodiversity Emergency

TRIM No: A09/1017

Submitted by: Councillor Copeland
Councillor Wy Kanak
Councillor Keenan

MOTION:

That Council:

1. Declares that we are in a state of climate and biodiversity emergency that requires urgent action by all levels of government, that human induced climate change and biodiversity loss represents existential threats to human civilisation, other species and the life-supporting capacity of air, water, soil, and ecosystems, and that it is still possible to prevent the most catastrophic economic, social and environmental impacts if, and only if, societies take Emergency Action.
2. Calls on the Federal Government, State Governments and all Australian Councils to declare a state of climate and biodiversity emergency to show solidarity with over 900 governments worldwide, including the United Kingdom, the Australian Capital Territory and over 30 Australian councils that have declared a climate emergency.
3. Calls on the Federal Government to put a direct price on carbon emissions and implement the just transition from coal mines, liquid natural gas and coal seam gas to renewable energy, and notes the Federal Government's latest (2018) emissions data show we are increasing, not reducing, our carbon emissions.
4. Calls on the NSW Government to take immediate steps to amend the *Environmental Planning and Assessment Act 1979*, and relevant State Environmental Planning Policies, to ensure that all new development is required to meet the highest environmental standards, and funding sources are made available to local government to address the impact of climate change and biodiversity loss.
5. Recognises that First Nation traditional owners are the caretakers of land, water and sky (air) with a spiritual, social, cultural and economic relationship with their traditional lands, water and sky, and that this custodianship extends to looking after biodiversity and its related climate.
6. Provides a report to inform the Waverley community what Council is doing/has done in our local government area to address the climate and biodiversity emergency in the following areas, including but not limited to: water, biodiversity, renewable energy, carbon emissions (reduction from building design and construction).
7. Informs the Prime Minister, Deputy Prime Minister, Federal Minister for the Environment, NSW Premier, NSW Deputy Premier, NSW Minister for the Environment, their shadows, and Local Government NSW that Waverley Council has declared a Climate and Biodiversity Emergency.

Background

Recent links

From the Cities Power Partnership program of which Waverley Council is a member, 14 Mayors have spoken out about the cost of climate change, including from those suffering badly from bushfires

<https://www.climatecouncil.org.au/joint-statement-climate-change-has-grave-costs-for-our-community/>

Also just recently:

<https://www.smh.com.au/national/nsw/endless-smoke-is-making-life-unbearable-in-northern-nsw-20191119-p53c21.html>

<https://www.smh.com.au/national/nsw/no-smoke-without-ire-but-are-our-leaders-listening-20191120-p53cge.html>

<https://www.smh.com.au/national/we-say-we-want-climate-action-but-we-still-won-t-vote-for-it-20191121-p53coj.html>

And something positive:

<https://theconversation.com/enough-ambition-and-hydrogen-could-get-australia-to-200-renewable-energy-127117>

The Sydney Morning Herald usually prints a fair representation of the letters it receives:

<https://www.smh.com.au/national/nsw/only-way-to-save-planet-is-to-change-behaviour-20191121-p53ctv.html>

Local government has an important climate change and biodiversity protection role to play given its responsibility for a wide range of issues, such as, planning and development, land use, transport planning, asset and infrastructure management, vegetation clearance, storm water management and solid waste management, among others. Climate change and biodiversity loss affects all Australians, in our cities and our regions, across all ages and political persuasions

2018 data indicates emissions are increasing:

See <https://www.theguardian.com/australia-news/2019/may/29/australias-greenhouse-gas-emissions-increased-for-fourth-year-in-a-row-in-2018>

See <https://www.abc.net.au/news/2019-06-06/australian-emissions-rise-again-delayed-government-data-shows/11184906>

In 2018, the Intergovernmental Panel on Climate Change released a special report on the impact of a 1.5°C increase in temperature. This report outlined the enormous impacts that this temperature rise will have on oceans, sea-level rise, ecosystems and species loss, food security and human health.

See https://www.ipcc.ch/site/assets/uploads/sites/2/2018/07/SR15_SPM_version_stand_alone_LR.pdf.

It outlined that for global warming to be limited to 1.5°C, an emissions pathway is required whereby emissions are drastically reduced in the short term. These pathways require rapid and far-reaching transitions in energy, land, urban and infrastructure (including transport and buildings).

2018 was the 42nd consecutive year with global temperatures above the 20th century average, with 224 locations around the world setting all time heat records. In January 2019, 91 of the 100 hottest places on earth were in Australia. We are witnessing increasingly more frequent and extreme weather events. Our community has consistently communicated its concerns over climate change and called upon Council to provide leadership in prioritising environmental outcomes.

We know that there is an economic cost to inaction on climate change—the University of Melbourne estimates the potential damage from climate change to Australia excluding the costs from floods, fires, pollution and biodiversity loss—will equate to \$585 billion by 2030, and \$760 billion by 2050.

In signing the Paris Climate Agreement, the Australian government committed to a global goal of zero net emissions by 2050. Australia's promised reductions to 2030 exceed even the targets set by the United States, Japan, Canada, South Korea and the European Union. NSW annual emissions per capita are around 18.6 tonnes CO₂e, or 25.1% of the Australian total. To put this in perspective, annual emissions in the UK, Germany and Japan are 7.4–11.1 tonnes.

The construction, operation and maintenance of buildings accounts for almost a quarter of greenhouse gas emissions in Australia. As Australia's population grows to an estimated 31 million in 2030, even more buildings will be needed – in Sydney alone, 664,000 new homes will be constructed within the next 20 years. BASIX is one of the lowest home energy standards in the developed world with the EU and California moving to nine or 10-star ratings for new homes this year while we sit on six stars nationally, and most BASIX ratings don't even reach that level. Addressing climate change must be central to our planning laws. This can be done by encouraging and promoting low carbon intensive development and by ensuring that development that is built is adaptable to the likely challenges that will likely come from climate change in the coming decades.

In 2019 a report from the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (IPBES), indicates that nature is declining globally at rates unprecedented in human history—and the rate of species extinctions is accelerating, with grave impacts on people around the world now likely.

See <https://www.ipbes.net/global-assessment-report-biodiversity-ecosystem-services> and https://www.ipbes.net/system/tidf/ipbes_7_10_add.1_en_1.pdf?file=1&type=node&id=35329

Climate change and biodiversity loss

See <http://nymag.com/intelligencer/2017/07/climate-change-earth-too-hot-for-humans.html>

The World Needs You - Climate Strikes - Greta Thunberg

See <https://www.facebook.com/dailygoalcast/videos/317250348869151/>

Greta Thunberg at the UN Sep 23 2019

See <https://www.youtube.com/watch?v=VOPmfKcX3is>

Global climate strike on 20 Sep-27 Sep 2019

See <https://globalclimatesstrike.net/>

See https://en.wikipedia.org/wiki/September_2019_climate_strikes

Section 2 of the NSW *Constitution Act 1902* states:

- (1) Parliament, on behalf of the people of New South Wales, acknowledges and honours the Aboriginal people as the State's first people and nations.
- (2) Parliament, on behalf of the people of New South Wales, recognises that Aboriginal people, as the traditional custodians and occupants of the land in New South Wales:
 - (a) have a spiritual, social, cultural and economic relationship with their traditional lands and waters, and
 - (b) have made and continue to make a unique and lasting contribution to the identity of the State.
- (3) Nothing in this section creates any legal right or liability, or gives rise to or affects any civil cause of action or right to review an administrative action, or affects the interpretation of any Act or law in force in New South Wales.

CASES (Climate Action Sydney Eastern Suburbs) petition to Waverley Council:

We the undersigned call on our local council, Waverley, to address the current climate emergency as a matter of utmost importance.

We request that Waverley Council:

- Publicly declares a climate emergency as the rest of the world is doing
- Sets in train actions for satisfying a 100% renewable energy target by 2030
- Works with the community to achieve this in Waverley, and
- Works through Local Government Association to put pressure on both the State and Federal Governments to commit to a national goal of 100% renewable energy

General Manager's comment

Most of the proposed motion is an advocacy matter not within the operational purview of Council. Officers therefore will refrain from comment, other than to note, in relation to clause 6, that Council:

- Has an Environmental Sustainability Program in line with Council policy and budget provision.
- Currently reports on our environmental progress through the Environmental Action Plan 2018–2030, reports to Council, Operational Plan progress reports and annual reports.

Ross McLeod
General Manager

NOTICE OF MOTION CM/8.7/19.12



Subject: Council Apps

TRIM No: A15/0210

Submitted by: Councillor Nemesh
Councillor Kay

MOTION:

That Council:

1. In regard to the Snap Send Solve app:
 - (a) Notes that residents of Waverley can now report local issues to Council via the app.
 - (b) Investigates the success of the app and reports to Council in May 2020, including:
 - (i) Number of residents who have downloaded the app.
 - (ii) Number of issues and the kind of issues logged using the app.
 - (iii) Feasibility and suitability of increasing the scope and use of the app.
2. In regard to the PayStay app:
 - (a) Notes that individuals can now pay for metered parking at Bondi Beach using the app.
 - (b) Further notes that it is Council's intention for all meters in the Waverley local government area (LGA) to become compatible with the PayStay app in 2019–20.
 - (c) Investigates the success of the app as it is rolled out to the whole of the Waverley LGA and reports to Council in May 2020, including:
 - (i) Total number of users of the app.
 - (ii) Number of transactions and the locations of those transactions.
 - (iii) The dollar amount generated from those transactions and what proportion of parking meter revenue is generated compared to other payment means.

General Manager's comment

Waverley residents can use the Snap Send Solve app to report local issues across the LGA. These reports are sent to Council as an email with the location address and description of the issue, and are allocated by Customer Service to the relevant department for action.

Residents have been using the Snap Send Solve app for around five years to report issues to Council. However, in April this year, Council upgraded its licence with Snap Send Solve in order to receive the customer contact details and photographs of each issue. The upgrade means that the customer now receives an automated email with the outcome.

In the eight months since the upgrade, there has been a 102% increase in requests logged via the Snap Send Solve app, and Council is currently promoting its usage on our website.

As part of its agreement with Snap Send Solve, Council has access to detailed reporting on usage and types of issues reported. Should this motion be adopted, a report will be prepared for the May 2020 Council meeting by the Customer Service department.

The PayStay app, which allows customers to pay for metered parking by mobile phone, has been trialled at Queen Elizabeth Drive and Park Drive since mid-September. The app has received positive feedback from customers with usage slowly increasing. The Compliance team is currently rolling out the app across all parking meters in Waverley, with completion of the project due by the end of January.

All the information requested in this motion is available from the PayStay system, and, should the motion be adopted, Council's Compliance team will prepare a report for the May 2020 Council meeting.

John Clark,
Director, Customer Service and Organisation Improvement

George Bramis
Acting Director, Planning, Environment and Regulatory

NOTICE OF MOTION CM/8.8/19.12



Subject: Right to Free Speech and Protest

TRIM No: A18/0601

Submitted by: Councillor Keenan
Councillor Wy Kanak

MOTION:

That:

1. Council acknowledges the right to free speech and the right to protest are fundamental in a democratic society.
2. Council notes:
 - (a) That the Prime Minister, Scott Morrison, is vowing to draft new laws to ban protesting under the plan to stop environmental groups targeting companies that support controversial projects
 - (b) That Civil liberty groups, including the NSW Council for Civil Liberties, Liberty Victoria and the Human Rights Law Centre, have all condemned the Prime Minister's suggestion.
 - (c) With great concern, that the Prime Minister is specifically targeting environmental and climate action groups, such as Extinction Rebellion, which would include Extinction Rebellion Bondi and anti-Adani protesters at a time when climate change is having a devastating impact on Australia and the planet.
 - (d) The Prime Minister made these comments at a resources industry meeting in Brisbane, which is yet another sign of an undemocratic trend to undermine the right to protest, often at the behest of large companies such as coal and mining organisations.
3. The Mayor writes to the Prime Minister, Scott Morrison; the Environment Minister, Melissa Price; the leader of the Opposition, Anthony Albanese; the Shadow Minister for the Climate Change and Energy, Mark Butler; and LGNSW to strongly oppose any move to ban the right of environmental and other climate action groups to protest against controversial projects or lack of climate action.
4. The letter contains this community's concern, as set out above.

Background

The notion that a government could outlaw a boycott is legally questionable and morally dubious, especially when there are existing laws that can deal with unruly conduct or assault. It is also an extraordinary incursion into free speech when the right to protest and boycott are at the heart of most liberal democracies.

Large issues such as climate change and protection of the environment encourage strong responses by citizens whose broader rights are affected. Protest action may well increase if effective measures are not

taken by commercial interests to address those issues. Citizens should not be criminalised for taking such action.

Protesters were voicing the concerns of millions of Australians and the wider business world is moving away from coal because they can see it is damaging our climate and damaging the economy.

People protesting in the streets are not the only ones expressing alarm about climate change—the head of the Defence Force, the deputy governor of the Reserve Bank and the Australian Prudential Regulation Authority have all recently raised serious concerns. There are broad community concern about climate change, and to disparage these people as ‘fringe-dwelling extremists’ is an insult to all Australians who want action on climate.

It is also of concern that Labor's deputy leader, Richard Marles, said the protesters had been ‘absolutely indulgent’ and said the opposition would consider any legislation the Morrison government brought to Parliament.

See <<https://www.smh.com.au/politics/federal/morrison-s-boycott-plan-sparks-free-speech-furore-20191101-p536o1.html>>.

General Manager's comment

The General Manager has reviewed this motion and has no comments to provide.

Ross McLeod
General Manager

NOTICE OF MOTION CM/8.9/19.12



Subject: Acknowledgement of Country in Email Signatures

TRIM No: A02/0424

Submitted by: Councillor Wy Kanak

MOTION:

That Council includes an Acknowledgement of Country in all its email signature footer formatting that is based on the wording used in the Council agenda Acknowledgement in the interim, or another form of wording in the future, that is culturally appropriate and sanctioned by discussions from our First Nations Community and Elders.

Background

This motion is part of the 2019 NSW Local Government Aboriginal Network recommendations requested by delegates at that Strategic Planning Conference for NSW Councils to consider and implement.

Some Councils already do a version of email signature Acknowledgements of Country, and it would be an action consistent with Council's Reconciliation Action Plan to act likewise.

As President of the NSW Local Government Network and as RAP Champion, Cr Wy Kanak seeks Council's support for this proposal.

General Manager's comment

As part of the roll-out of Council's Reconciliation Action Plan, our Corporate Style Guide will be updated to include an Acknowledgement of Country in email signatures. This is planned for January 2020.

An Acknowledgement of Country can be included in Council's strategic documents. Currently, the Community Strategic Plan includes an Acknowledgement of Country, and this can be extended to future strategic documents as they are developed or updated.

John Clark

Director, Customer Service and Organisation Improvement

NOTICE OF MOTION CM/8.10/19.12



Subject: Water Tank Rebate Scheme

TRIM No: A06/2074

Submitted by: Councillor O'Neill
Councillor Masselos

MOTION:

That Council:

1. Investigates:
 - (a) The introduction of a Water Tank Rebate Scheme available to all ratepayers, residents and businesses of rateable properties in the local government area.
 - (b) The budgetary implications, and identifies options for how this rebate may be funded by Council.
2. Officers provide a report to Council for consideration.

Background

NSW is experiencing its most devastating drought in recorded history. Currently, level 1 water restrictions are in place in Sydney, with severe restrictions to be applied from the 10 December 2019.

More than 85% of Greater Sydney's water supply relies on rain. This means that our water is in short supply during prolonged droughts. Water restrictions limit how and when we use drinking water outdoors. While NSW is experiencing below average rainfall, as a coastal council, the Eastern Suburbs get above the State average for rainfall at roughly 170% above the State average.

While during the millennial drought the State Government initiated a state-wide water tank rebate scheme, along with other initiatives including a washing machine rebate scheme and a shower head replacement scheme, no such initiatives have been led by the current State Government.

Such a scheme will help ratepayers transition to more sustainable reuse of rain water, and decrease ratepayer's reliability on potable water. If we all do our bit and save a little, together we'll make a big difference.

General Manager's comment

This analysis and report could be completed. Sydney Water offered a rebate for rainwater tanks from 1 July 2007 until 30 June 2011 to Sydney residents.

George Bramis
Acting Director, Planning, Environment and Regulatory

NOTICE OF MOTION CM/8.11/19.12



Subject: Hollywood Avenue Car Park - Resident Rate for Overnight Use

TRIM No: A18/0477

Submitted by: Councillor Masselos
Councillor O'Neill

MOTION:

That Council investigates the introduction of a six-month trial of a new service that allows overnight use of Hollywood Car Park by Waverley residents at a discounted rate, with a report to be brought back to Council on the feasibility of the new service.

Background

There is demand from Waverley residents for access to additional parking space to reduce the amount of cars parking on the street.

The Council-endorsed People, Movement and Places Strategy found that 'Better parking management would help to provide better utilisation of parking and greater equity of access to car parking spaces with highest demand'.

Following initial consultation with Council officers, it became clear that Hollywood Car Park has available capacity.

The trial would test the feasibility of a new service that allows residents to park overnight in Hollywood Avenue Car Park at reduced rates, to assist in removing cars from the streets.

A report is to be brought back to Council presenting the feasibility of such a service and presenting the proposed details of a future trial.

General Manager's comment

Staff see merit in the proposal and will report back on the feasibility of the trial.

Emily Scott
Director, Community, Assets and Operations

**NOTICE OF MOTION
CM/8.12/19.12**

Subject: Varna Park - Stormwater Harvesting System

TRIM No: A06/0739

Submitted by: Councillor Burrill

MOTION:

That Council investigates installing a stormwater harvesting system in Varna Park.

Background

A meeting was recently held with Ward Councillors and Infrastructure Services staff to discuss the upgrade of Varna Park, with funding provided by the State Government in a grant of \$280,000. Proposed works include an upgrade to the playground, play equipment soft-fall, edge planting, landscaping, fitness station, water bubbler, rubbish bin and nature play area.

Community consultation will commence shortly, and the results reported back to Council.

At the same time, Council could investigate the feasibility of stormwater harvesting and reuse with the installation of a storage tank on site and this to be used to irrigate the large area of landscaping and turfing.

General Manager's comment

Varna Park has a relatively small catchment of 8 ha. The catchment size in relation to the area required to be irrigated would provide a minimal amount of recycled water for turf irrigation. Council officers have identified this location as being feasible to construct a raingarden that would irrigate a small area of landscaping and result in water quality improvements downstream. A 2017 cost estimate was \$296,000. This is currently not budgeted for or programmed, and would need to be considered as part of a future budget process.

George Bramis
Acting Director, Planning, Environment and Regulatory

NOTICE OF MOTION CM/8.13/19.12



Subject: Clovelly Public School - Arden Street Crossing

TRIM No: SF18/779

Submitted by: Councillor Burrill

MOTION:

That Council:

1. Notes that the Waverley Traffic Committee has approved safety improvements to the Arden Street signalised pedestrian crossing
2. Investigates:
 - (a) Installing advisory signs around the signalised pedestrian crossing.
 - (b) Installing a temporary traffic island in the position of those approved by Traffic Committee such as water filled barriers and/or painted islands until the works are undertaken next year
 - (c) Providing a grant to the Clovelly School to cover the cost of a traffic warden during school terms until the safety improvement works are undertaken next year
 - (d) Taking any other steps to improve safety at this crossing

Background

The Clovelly School P&C notified Council that the signalised crossing at Arden Street has safety issues, with motorists ignoring the red light and driving straight through the crossing. The Waverley Traffic Committee has identified and approved improvements to be made to the pedestrian crossing, but the work will not be completed until the second half of 2020.

General Manager's comment

Council has provided funding from the Long Term Financial Plan to the amount of \$470,000 for pedestrian safety improvements to Arden Street adjacent to the Clovelly Public School. These improvements include relocation of traffic signals and crossing, footpath and kerb and gutter construction, installation of traffic islands, bus stop relocation, etc. Unfortunately, an application to Roads and Maritime Services to financially support the project was declined.

We are already investigating temporary safety improvements, as the project will not be completed until the second half of 2020. Sydney Buses has agreed to relocate the bus stop and bus shelter outside the school towards Chesterfield Parade to improve the sight distance of the pedestrian crossing. Also, advisory signs and temporary traffic islands are being investigated. It is intended that these works will be completed prior to school returning in 2020. Sufficient funds exist for these works.

Provision of a traffic warden is the responsibility of Road and Maritime Services, and they have advised that they will not provide one because of the provision of signalised traffic signals. However, they have no objection to Council providing one. A private traffic warden during the morning and afternoon school term would cost approximately \$1,000 per week. Therefore, the cost for a warden would be a minimum of \$20,000. There are insufficient project funds for this purpose.

Emily Scott

Director, Community, Assets and Operations

QUESTION WITH NOTICE CM/9.1/19.12



Subject: Policies and Strategies

TRIM No: A09/0450

Submitted by: Councillor Nemesh

QUESTION

The following question was submitted by Cr Nemesh:

1. How many current Council-approved policy or strategy documents does Council have?
2. How many current Council-approved plan documents does Council have?
3. What percentage of the above documents is mandated by the State Government and what percentage has been generated by Council?

General Manager's answer

The General Manager has recently reviewed Council's processes for managing policy work, which was largely neglected during the amalgamation period. This review includes an assessment of the status of all Council's policy documents, which is currently being undertaken by Directors. Following this work, all Council policy documents will be gradually reviewed and updated and reported to Council as necessary.

Currently, Council's website contains:

1. 37 Council-approved policies and seven Council-approved strategy documents.
2. 33 Council-approved plans.

Regarding clause 3:

- 29% of Council-approved policies are mandated by the State government.
- 42% of Council-approved strategies are mandated by the State government.
- 36% of Council-approved plans are mandated by the State government.

The General Manager will be in a position to respond in more detail to this question early next year once the above work is further progressed.

John Clark
Director, Customer Service and Organisation Improvement

QUESTION WITH NOTICE CM/9.2/19.12



Subject: On-street Parking Losses

TRIM No: A15/0235

Submitted by: Councillor Nemesh

QUESTION

The following question was submitted by Cr Nemesh:

Since October 2017, how many on-street parking spaces within the local government area have been removed by Council?

General Manager's answer

The answer to this question will be provided at the meeting.

Ross McLeod
General Manager

**QUESTION WITH NOTICE
CM/9.3/19.12****Subject:** North Bondi Children's Pool Mosaic**TRIM No:** A17/0484**Submitted by:** Councillor Burrill

QUESTION

The following question was submitted by Cr Burrill:

That Council advises an itemised breakdown of the costs of the recommissioning and installation of the mosaic wall public artwork at the North Bondi Kids' Pool.

General Manager's answer

The budget for the North Bondi Civil Infrastructure Asset Renewal project has an allowance of \$250,000–\$300,000 for the North Bondi Children's Pool Mosaic.

Expenditure to date is as follows:

ITEM	COST
Conservators report	\$15,700
Artist workshop	\$3,900
Detailed documentation of mosaic	\$40,000
Commissioning temporary mural artwork	\$14,000
TOTAL	\$73,600

Officers are awaiting an expert report detailing options and approaches for completion of the mosaic artwork as set out in previous Council motions. Once the preferred approach is determined a more accurate budget figure can be determined.

John Clark**Director, Customer Service and Organisation Improvement**

URGENT BUSINESS
CM/10/19.12**W A V E R L E Y**
COUNCIL**Subject:** Urgent Business**Author:** Ross McLeod, General Manager

In accordance with clause 9.3 of the Waverley Code of Meeting Practice, business may be considered 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 to be considered is ruled by the chair to be of great urgency on the grounds that it requires a decision by Council before the next scheduled ordinary meeting of Council, and
2. A motion is passed to have the business considered at the meeting.

Such a motion can be moved without notice.

Only the mover of the 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 require a decision by Council before the next scheduled ordinary meeting of Council.

The mover of the motion must, when speaking to the motion, explain why he or she believes it requires a decision by Council before the next scheduled ordinary meeting of Council.

CLOSED SESSION CM/11/19.12

Subject: Moving into Closed Session
Author: Ross McLeod, General Manager



RECOMMENDATION:

That:

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

CM/11.1/19.12 CONFIDENTIAL REPORT - Rowe Street Access to Bondi Junction Interchange

This matter is considered to be confidential in accordance with section 10A(2)(c) of the *Local Government Act*, and 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 Council is conducting (or proposes to conduct) business.

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 as confidential under 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, Council may close part of its meeting to deal with business of the following kind:

- (a) Personnel matters concerning particular individuals (other than councillors).
- (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 clauses 14.9–14.10 of the Waverley Code of Meeting Practice, 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/12/19.12

Subject: Resuming in Open Session
Author: Ross McLeod, General Manager



RECOMMENDATION:

That Council resumes in open session.

Introduction/Background

In accordance with clause 14.21 of the Waverley Code of Meeting Practice, when the meeting resumes in open session the chair will announce the resolutions made by Council while the meeting was closed to members of the public and the media.