

MINUTES

PLANNING COMMITTEE

4 AUGUST 2015

APPROVED FOR RELEASE



**GARY STEVENSON PSM
CHIEF EXECUTIVE OFFICER**



CITY *of* PERTH

MINUTES

PLANNING COMMITTEE

4 AUGUST 2015

THESE MINUTES ARE HEREBY CERTIFIED AS
CONFIRMED

PRESIDING MEMBER'S
SIGNATURE

DATE: _____

25/8/15

PLANNING COMMITTEE

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Minutes of the meeting of the City of Perth **Planning Committee** held in Committee Room 1, Ninth Floor, Council House, 27 St Georges Terrace, Perth on **Tuesday, 4 August 2015**.

MEMBERS IN ATTENDANCE

Cr Butler	-	Presiding Member (departed the meeting at 6.22pm)
Cr McEvoy		
Cr Adamos	-	Deputy

OFFICERS

Mr Stevenson	-	Chief Executive Officer
Mr Mileham	-	Interim Director Planning and Development
Ms Smith	-	Manager Development Approvals
Mr Ridgwell	-	Manager Governance
Mr McDougall	-	Interim Manager Economic Development
Mr Smith	-	City Architect
Ms Handley	-	Acting Head, Project Management Office (Entered the meeting at 5.37pm Departed the meeting at 6.26pm)
Ms Morrison	-	Heritage Officer (Departed the meeting at 5.43pm)
Ms Cameron	-	Research & Project Officer (Departed the meeting at 6.19pm)
Ms Best	-	Governance Officer

GUESTS AND DEPUTATIONS

Nil

PL124/15 DECLARATION OF OPENING

5.30pm The Presiding Member declared the meeting open.

PL125/15 APOLOGIES AND MEMBERS ON LEAVE OF ABSENCE

Cr Harley (LOA)

PL126/15 QUESTION TIME FOR THE PUBLIC

Nil

PL127/15 CONFIRMATION OF MINUTES

Moved by Cr McEvoy, seconded by Cr Butler

That the minutes of the meeting of the Planning Committee held on 14 July 2015 be confirmed as a true and correct record.

The motion was put and carried

The votes were recorded as follows:

For: Crs Butler, Adamos and McEvoy

Against: Nil

PL128/15 CORRESPONDENCE

Nil

PL129/15 DISCLOSURE OF MEMBERS' INTERESTS

Nil

**PL130/15 MATTERS FOR WHICH THE MEETING MAY BE
CLOSED**

Nil

5.37pm The Acting Head, Project Management Office entered the meeting.

PL131/15 COUNCIL POLICY 6.1 HERITAGE GRANTS (REVISED)**BACKGROUND:**

FILE REFERENCE:	P1028237
REPORTING UNIT:	Strategic Planning
RESPONSIBLE DIRECTORATE:	Planning and Development
DATE:	15 July 2015
MAP / SCHEDULE:	Schedule 1 – Revised Council Policy 6.1 Heritage Grants Schedule 2 – Heritage Grant Funding Conditions Agreement (draft template) Schedule 3 – Heritage Grant Funding Acquittal Report (draft template) Schedule 4 – Property Maintenance Agreement Schedule 5 – Information and Application Package

The Heritage Grants Policy has been revised to better align with the objective of the policy which is to assist in the conservation, rather than maintenance of heritage places. The revised Heritage Grants Policy has been improved through the introduction of new provisions and the strengthening of existing requirements. These changes include:

- Clear overall funding caps;
- Funding limits within a 5 year period;
- Reduction of funding on non-capital spend;
- Explicitly stated funding priorities related to conservation;
- Explicitly stated funding exclusions in relation to maintenance works;
- Comprehensive Application Form, including disclosures;
- Funding Agreement required to cover funding arrangements and obligations;
- Acquittal Report required to monitor compliance with Funding Agreement prior to payment.

The City has developed a program of financial and development based incentives to promote and facilitate the retention, conservation and use of heritage places in the City of Perth. The program has received national and international awards for its success, and is often regarded as a model of heritage planning for other local governments. A key component of this program is Heritage Grants.

Since 2003 Council has awarded \$2,299,604 in heritage grants towards projects associated with the conservation of heritage places in the City of Perth. This has facilitated \$6,808,784 in owner contributions.

The Heritage Grants program was first established through guidelines adopted by Council on **14 October 2003**. On **17 May 2011** Council resolved to establish a Heritage Grants Policy, and on **24 April 2012** Council adopted the existing Council Policy 6.1 Heritage Grants (refer to Council Policy Manual).

On **5 August 2014** the City presented information on the Heritage Program at an Elected Members briefing session, including an overview of the proposed approach to reviewing the existing Heritage Grants Policy.

The City has now reviewed the Heritage Grants Policy to better reflect the Policy objective, which focuses on the conservation, rather than maintenance, of heritage places. The City identified the need to improve the policy, particularly in terms of its application, after receiving feedback from Elected Members. The City also recognised that a more transparent, rigorous and efficient Heritage Grants process was required.

The review has also considered the following direction which was given by Council on **21 July 2015**, as part of its determination of heritage grants associated with the Barrack Street integrated private investment streetscape works:

‘...that the review of the City’s Heritage Grant policy be finalised prior to the conservation of any further Heritage Grants, including clear policy direction on:

- a. funding caps for individual properties, including cumulative grants across multiple programs;*
- b. time restrictions on frequency of applications;*
- c. prioritisation on types of works;*
- d. assessment of multiple properties under common ownership;*
- e. assessment criteria, including non-traditional heritage interpretations;*
- f. funding exclusions; and*
- g. acquittal and benefits review'*

The policy was reviewed in the context of other local government and capital city programs, along with best practice in relation to grant funding. In reviewing the policy the City also considered other relevant City incentives, including the Heritage Rate Concession, Bonus Plot Ratio and Transfer Plot Ratio, and their role in assisting in the conservation of a heritage place.

The revised Heritage Grants Policy establishes clear policy settings for providing grant funding investment opportunities to landowners of heritage places (Schedule 1). The revised Heritage Grant Policy will assist landowners in the preparation of, and the City and Council in the assessment and determination of, Heritage Grant applications.

The revised Heritage Grants Policy builds on the existing policy settings, and now better links to other incentives. It also sets out funding priorities and exclusions (with examples), assessment and eligibility criteria and the grant acceptance conditions and acquittal process. The policy review was informed by Council's direction above and will be effective from the date that it is adopted by Council. An outline of the policy changes and associated rationale is outlined in this report.

The revised Heritage Grants Policy is accompanied by a new 'Heritage Grant Funding Agreement' template (Schedule 2) and Heritage Grant Funding Acquittal Report' template (Schedule 3). The Funding Agreement sets out the conditions of funding including the requirement for the applicant to publically acknowledge the grant and maintain the property in accordance with the City's 'Property Maintenance Agreement.' (Schedule 4). The Acquittal Report is required to confirm that the grant funding has been used for the purpose intended, and as outlined in the approved application.

The City has also prepared a new information and application package to assist landowners (Schedule 5), and online applications will soon be an option.

Following Council's adoption of the revised Policy, the City will notify landowners in writing that the grant round for 2015/16 is open and that applications may be submitted. All complete applications will be presented to the Council for consideration.

LEGISLATION / STRATEGIC PLAN / POLICY:**Legislation**

City Planning Scheme No. 2.

**Integrated Planning
and Reporting
Framework
Implications****Corporate Business Plan**

- S7 Collaborate with private sector to leverage
- S9 Promote and facilitate CBD living.
- 9.2 Review the City's approach to Conservation of Heritage Places.
- S15 Healthy and Active in Perth
- 15.1 Undertake a full review of the Grants, Donations, Sponsorships and Event Funding Policies

Strategic Community Plan

Council Four Year Priorities: Community Outcome
Healthy and Active in Perth.

A city with a well-integrated built and green environment in which people and close families chose a lifestyle that enhances their physical and mental health and take part in arts, cultural and local community events.

Policy

Council Policy

6.1 – Heritage Grants

DETAILS:**Response to Council decision made on 21 July 2015**

The following provides a summary of how Council's direction given on **21 July 2015** has been considered as part of the policy review:

Funding caps for individual properties, including cumulative grants across multiple programs and time restrictions on frequency of applications, and assessment of multiple properties under common ownership (a, b and d)

- Matched funding for studies that inform the future conservation or use of a heritage place are capped at \$20,000 (previously \$40,000);
- Full funding for Conservation Management plans is capped at \$20,000 (previously \$40,000);
- No more than \$40,000 over a five (5) year period will be provided for a single property (excluding funds provided for Conservation Management Plans);
- No more than \$90,000 will be provided to a single property;
- A Conservation Management Plan will be required where cumulative grants for a single property exceed \$20,000;

The revised policy does not place a restriction on application frequency given that this may unduly restrict conservation works that are programmed over a number of years and delivered in smaller packages of work.

In addition, implementing a cap on cumulative heritage grants across multiple properties is not considered appropriate as it would result in an undue prejudice against landowners who have invested in multiple heritage places across the City. This information is not considered to be a relevant determining factor of a grant application given that each application will be considered on its merits.

Prioritisation on types of works and funding exclusions (c and f)

The revised policy is very clear about what works will and will not be considered for funding, whereas the existing policy is silent on funding exclusions.

As for inclusions, the works focus on the conservation of heritage places, specifically:

- Reconstruction and restoration of significant heritage fabric that is visible from the public realm;
- Façade work that visually reconnects the ground floor to intact upper floors;
- Replacement of significant heritage fabric with new fabric (where existing fabric is beyond repair) using traditional materials and building techniques;
- Works required to stabilise a heritage place that do not constitute maintenance;
- The removal (excluding relocation) of non-structural intrusive elements that are visible from the public realm and have a negative impact on the cultural heritage significance of a heritage place. The removal must be associated with conservation works and result in a positive conservation outcome for the heritage place or conservation area;
- Interpretation that explains, reveals or enhances an understanding of the cultural heritage significance of a heritage place where the cultural heritage significance of a heritage place is not readily apparent from the public realm;
- The preparation of studies, reports or advice, prepared by a suitably qualified professional that provides recommendations to inform the future retention, conservation and use of a heritage place;
- The preparation of Conservation Management Plans.

The funding exclusions primarily relate to works that are required to maintain a building in good standard, specifically:

- Maintenance works that are required to avoid or delay deterioration of heritage fabric;
- Maintenance works that are required to be undertaken as a condition of receiving previous funding from the City of Perth or to fulfil an agreement associated with the City's Heritage Rate Concession.;
- Minor works including the installation of temporary hoarding, fencing or scaffolding;
- Works associated with administering a business including resources and the purchase of devices, components or equipment, or any other facility associated with operational costs;
- New buildings, additions or extensions to an existing heritage place;

- The preparation of documentation associated with a Development Application or Building Permit involving a Bonus Plot Ratio or Transfer Plot Ratio;
- Any works required to satisfy conditions imposed as part of an approval for a Bonus Plot Ratio or Transfer Plot Ratio.

Notwithstanding the above, the City acknowledges that maintenance is fundamental to facilitate the retention of heritage places, and that the cost or frequency of such works may be greater when compared to a modern building. For this reason the City provides a concession on general rates towards the cost of maintaining heritage fabric. Given this, heritage grants will not be provided for works that are required as a condition of receiving the City's Heritage Rate Concession.

Where possible, examples of funding priorities and exclusions have been provided to assist in the preparation, assessment and determination of applications.

In terms of prioritisation, where the City identifies a need for grants to be focused in an area, for example a conservation area or an area that is planned for revitalisation or streetscape/laneway enhancement, the City will seek Council approval prior to engaging with relevant landowners.

Assessment criteria, including non-traditional heritage interpretations (e)

The assessment criteria in the revised policy have been expanded to include the following:

- Accordance with the heritage Policy objective;
- Compliance with best practice heritage conservation and the Conservation Management Plan for the place (if appropriate);
- Improvement of the external presentation of a heritage place;
- Improvement of access to a heritage place;
- Promotion and enhancement of community appreciation and understanding of the heritage place;
- Project design and achievability, budget rigour and value-for-money;
- Heritage place forms part of a tourist or visitor attraction;
- Heritage place is located in an area that is planned for revitalisation of streetscape/laneway enhancement;
- The project facilitates the activation of a heritage place (basement, upper floors)

Applications will also be assessed in the context of any other funding or development based incentives received or sought for the project, and applications that meet the assessment criteria will not necessarily be guaranteed a heritage grant. This is necessary because the City may receive many more applications than it can fund.

In relation to funding for studies, reports, advice and conservation plans the revised policy requires these applications to be assessed against the demonstrated need for the document to inform the future retention, conservation and/or use of a heritage place.

Regarding projects involving interpretation these will be assessed against the same assessment criteria as all other projects, as outlined above. This is to ensure that the interpretation project will provides the best possible outcome for the heritage place.

Acquittal and benefits review (g)

The revised policy requires a 'Heritage Grant Acquittal Report' (Schedule 3) to be submitted within six (6) months of the grant funded project completion. The purpose of the acquittal report is to confirm that the grant funding has been used for the purpose intended as outlined in the approved application. The report will comprise the following information:

- A detailed acquittal of how the funding was expended and proof of payment;
- A tax invoice;
- Project evaluation (how the project met the project objectives);
- Proof that the funding was expended after the Funding Agreement was executed and that at least an equal direct financial contribution was provided by the landowner;
- A statement of funding benefits, achievements and challenges, including photographs of the project (prior, during and after works).

Where studies, reports, advice or conservation management plans have been funded the Acquittal Report requires the grant recipient to demonstrate how the recommendations have, or intend to be, implemented. This is to ensure that the City's funding has contributed to the conservation of the heritage place.

The report will also require the grant recipient to grant the City of Perth perpetual, non-exclusive license to copy, display and electronically retain all photographs submitted.

In considering future applications, Council will also be presented with an overview of previously successful grant projects.

Revised Council Policy 6.1 Heritage Grants (Schedule 1)

In addition to the above, the following have been made to the existing policy to further reinforce the purpose and application of the Heritage Grant Policy.

Specifically, the preamble establishes a context for the policy, with specific reference to other policies associated with the City's heritage incentives program. The revised objective more concisely articulates that heritage funding is to encourage and assist landowners to conserve and continue the active use of heritage places. Definitions have also been included to describe the meaning of key words to better inform their intended use.

As noted above, Council will continue to provide matched grant funding between \$2,000 and \$40,000 to landowners of rateable heritage places for the conservation of heritage places located within the City of Perth. The following changes, additional to

those stated above, have been made to tighten and strengthen the funding parameters:

- Applications will be determined by Council on an annual rather than bi-annual basis (reduces Staff and Council resources required to implement policy);
- Applicants are deemed ineligible if there is any approved, but not yet acquitted, funding from the City for the property.

Furthermore, the application requirements have been strengthened to more clearly set out the specific detail required, including the following supporting documents:

- Evidence of landowner authorisation (if relevant);
- A succinct current property condition report;
- A project scope and itemised budget;
- Three (3) quotes (rather than estimates) from relevant professionals;
- Disclosure of relationships between landowner and quote providers;
- Disclosure of any development based incentives received;
- A Conservation Management Plan (where the cumulative total exceeds \$20,000).

Regarding the assessment process, the City has already implemented procedural improvements whereby applications are reviewed by a panel of senior City staff, independent of those involved in the Heritage Grant Policy development and promotion. This is to ensure that there is a clear separation between the policy advocates and application assessors.

The documentation required to submit an application has increased to ensure Council has adequate information to be able to make informed decisions. Specifically, the following supporting documents must be submitted with applications:

- Project summary, scope and budget;
- Statement addressing policy objectives;
- Statement addressing assessment criteria;
- Property condition report;
- Three quotes from relevant professionals;
- Evidence of building insurance.

Applicants will also need to disclose any other relevant information regarding their application, including any relationships between the property owner (or authorised representative), managing agent or leasee with the quote providers, and any other funding or financial or development based incentives sought or received from the City of Perth or other funding body for the property.

All successful heritage grant recipients will be required to sign the City's 'Heritage Grant Funding Agreement.' The Agreement includes standard conditions that must be met prior to, during and at the completion of the funded project (Schedule 2). This does not prevent Council from imposing additional conditions as required.

The Funding Agreement will ensure that funds are only used for the purpose for which they were intended and within the agreed timeframe. Landowners will be required to maintain their property in accordance with City standards, and where cumulative grants exceed \$60,000 the landowner must enter into a Heritage Agreement with the City to ensure the ongoing maintenance and conservation of the heritage place.

The Funding Agreement also acknowledges that the grant fund runs with the land and can be transferred to a new landowner if the property is sold.

The landowner will also be required to grant copyright to the City for any documents or photographs submitted, provide on-site acknowledgement of the Heritage Grant (for works), and not unreasonably disagree to any publicity requests from the City in relation to the heritage grant.

2015/16 Heritage Grants

As noted below under 'Financial Implications' a portion of the 2015/16 Heritage Grants budget has been awarded to heritage properties within the Barrack Street Conservation Area.

Prior to the end of 2015, the City intends to notify landowners of a heritage place, that heritage grant funding is available. Any applications received will be assessed by a panel against the assessment criteria included in the revised policy. All applications will be presented to Council.

FINANCIAL IMPLICATIONS:

On **9 June 2015** the adopted the 'City of Perth 2015/16 Annual Budget' which allocated \$400,000 to heritage grants.

On **21 July 2015** Council awarded \$135,058 to heritage places located in the Barrack Street Conservation Area, as part of the integrated private investment and streetscape works.

COMMENTS:

In examining its policy settings the City recognised a need for a review of the existing Heritage Grants Policy. The result being a robust policy that better aligns with the intent of Council's heritage grants by strengthening the following aspects of the policy:

- Funding caps in relation to time periods;
- Funding caps in relation to cumulative totals;
- Funding priorities and exclusions with a focus on conservation projects, rather than works that are required to maintain a heritage place;
- Minimum requirements for applications, including a comprehensive application form and supporting documents;
- Assessment criteria;
- Funding conditions to be fulfilled by successful recipients;

- Funding payment and acquittal processes;

The revised Heritage Grants Policy will better assist landowners when preparing an application, specifically in relation to the works that could receive funding, the level of information required as part of an application, and the obligations of successful applicants.

The revised assessment criteria better reflects the policy objective and will enable applications and supporting material to be assessed in a consistent and fair manner. In considering applications Council will also have a better understanding of the need for the project, its outputs and anticipated benefits.

A new information and application package, and 'Funding Conditions Agreement' have been prepared to support the implementation of the revised Heritage Grants Policy.

As noted above, the City intends to seek applications for Heritage Grants following the adoption of the revised Policy. All applications will be submitted, assessed and determined in accordance with the revised Heritage Grant Policy.

Moved by Cr McEvoy, seconded by Cr Adamos

That Council:

- 1. adopts the revised Council Policy 6.1 Heritage Grants as detailed in Schedule 1;***
- 2. notes the following draft heritage grant template documents:***
 - 2.1 Heritage Grant Funding Agreement (Schedule 2);***
 - 2.2 Heritage Grant Funding Acquittal Report (Schedule 3);***
 - 2.3 Property Maintenance Agreement (Schedule 4);***
 - 2.4 Information and Application Package (Schedule 5).***

The motion was put and carried

The votes were recorded as follows:

For: Crs Butler, Adamos and McEvoy

Against: Nil

Meeting Note: The Planning Committee noted the email correspondence received from Cr Harley in relation to this item (TRIM Reference 132148/15).

5.43pm The Heritage Officer departed the meeting and did not return.

**PL132/15 LANGLEY PARK, WESTERN SECTION –
WONDERLAND MUSIC EVENT****BACKGROUND:**

FILE REFERENCE: P1007793-19
REPORTING UNIT: Development Approvals Unit
RESPONSIBLE DIRECTORATE: Planning and Development
DATE: 17 June 2015
MAP / SCHEDULE: Schedule 6 – Wonderland Music Event Site Plan

LEGISLATION / STRATEGIC PLAN / POLICY:

Legislation *Local Government Act 1995*, Section 3.50 Closing certain thoroughfares to vehicles;
Clause 8 of the *City of Perth Local Government Property Local Law 2005*
Road Traffic Act 1974, Section 92 (2). Permits a Local Authority to close a road;
Health Act 1911;
Environmental Protection (Noise) Regulations 1997
Food Act 2008
Health (Public Buildings) Regulations 1992

Integrated Planning and Reporting Framework Implications **Strategic Community Plan**
Council Four Year Priorities: Perth as a Capital City
S5 Increase place activation and use of under-utilised space

DETAILS:

An application has been received from Metric Promotions requesting approval to use the western section of Langley Park on Saturday, 19 December 2015, from 1.00pm until 10.00pm, for this year's 'Wonderland' music event. The event will showcase young 'up-and-coming' Australian talent within the music industry.

The Wonderland event consists of one main stage and two small marquees which will be situated at the west end of Langley Park. Various food and alcohol outlets will be placed within an allocated area of the reserve, it is anticipated that the audience will be between 4,000 and 5,000 patrons. This event will be ticketed, and will be an 18 years and over event.

It has been agreed that The West Australian Symphony Orchestra, Carols by Candlelight and the proposed Wonderland music event would share infrastructure as it would be beneficial to all three event organisers. This would allow the Apex Club of Perth additional money to be donated to their nominated charities.

The event dates are as follows:

- The West Australian Symphony Orchestra – Saturday, 12 December 2015;
- Wonderland Music Event – Saturday, 19 December 2015;
- Carols by Candlelight – Sunday, 20 December 2015.

FINANCIAL IMPLICATIONS:

A refundable bond of \$10,000.00 will be required to cover any potential damage that maybe caused to the reserve or to the City's assets.

Reserve hire fees for ticketed events are based on ticket sales, and in accordance with the City's Budget and Fees Schedule. This event is likely to attract a reserve hire fee estimated at \$20,454.00, which will be adjusted accordingly once the event organisers have provided audited evidence of post event ticket sales.

INCOME:

BUDGET ITEM:	Recreation and Culture - Other Recreation and Sports - Parks, Gardens and Reserve
BUDGET PAGE NUMBER:	TBA
BUDGETED AMOUNT:	\$280,068
AMOUNT RECEIVED TO DATE:	\$ 0
ACTUAL INCOME:	\$ 20,454

All figures quoted in this report are exclusive of GST.

COMMENTS:

Langley Park is a highly sort after venue for hosting events during the spring, summer, and autumn months, with various exhibitions, community and sporting events utilising Langley Park. Demand has been exacerbated with the permanent loss of The Esplanade Reserve, and the temporary closure of Supreme Court Gardens as an event venue. Supreme Court Gardens will not be available from approximately August 2015 to March 2017 due to City of Perth / MRA Supreme Court Gardens upgrade works being undertaken.

To make more efficient use of Langley Park, the reserve has been divided into three areas; western, middle and eastern sections. With the increase in the number of events utilising Langley Park it is inevitable the City will receive noise related complaints from noise sensitive premises. To alleviate concerns from some residents along Terrace Road, the City is alternating locations of noise related events on Langley Park in an effort to be fair to residents and businesses. On this occasion the western section will only be used on successive occasions due to infrastructure sharing between the three events.

It was originally proposed to place this event on the middle section of Langley Park, however, advice received from the City's Environment Health Team has indicated that placing this event on the middle section of the reserve will affect the majority of residents along Terrace Road. This western section of the reserve provides better connectivity pre and post event to public transport services, car parking facilities and the Central Business District. It is expected that three noise related events within a

period of nine days may aggrieve some residents. However, strict noise management conditions will be placed on this particular event (stipulated in the regulation 18 noise approval) to reduce the noise impact to surrounding residents where possible.

All parties have agreed to work in conjunction with each other for the mutual benefit of all organisations. Infrastructure sharing is not uncommon in circumstances like this where two or more parties require the City's event space. In this instance the main benefactor will be the Apex Club of Perth, which will reduce its infrastructure cost by an estimated \$34,000 resulting in additional funds being donated to their nominated charities. The City will require management plans from all three event organisations detailing how the reserve will be cleaned, restored and surplus infrastructure removed.

It is acknowledged that running three successive events in the same section has the potential to cause some damage to the reserve, notwithstanding, with the correct turf management plan in place being implemented by the City's Parks Unit, it is anticipated that the recovery time of the reserve may greatly be decrease. Each event organiser will be required to have a bond in place with the City to cover any potential damage.

Victoria Avenue between Terrace Road and Riverside Drive will need to be closed for this event. Traffic controllers will be required to assist patrons crossing the road safely at the conclusion of each event.

Environmental Protection (Noise) Regulations 1997:

The regulation of noise associated with outdoor events is prescribed in the *Environmental Protection (Noise) Regulations 1997*. Under Regulation 18 the Chief Executive Officer (CEO) of a local authority is delegated to approve outdoor concerts that exceed assigned noise levels.

The event will require approval as a non-complying event under the provisions of Regulation 18 of the *Environmental Protection (Noise) Regulation 1997*.

In support of the application for exemption, a detailed acoustic consultant's report will be required to be submitted to ensure compliance with the conditional approval. The report will cover:

- duration of event;
- type and number of noise sensitive premises likely to be affected;
- proximity of residences and other noise sensitive premises;
- style of music;
- history of venue;
- history of applicant;
- size of crowd;
- location and configuration of stages and sound systems.

Noise management measures will include:

- advance notification to noise sensitive premises;
- providing a noise complaint service with the use of a dedicated telephone line;
- monitoring of noise levels at the mixing desk, roving locations and permanent stations throughout the event to ensure that noise levels are maintained at prescribed levels;
- Noise Mitigation packages to be offered to those residents severely impacted by noise levels from the event;
- submission of a noise monitoring report seven days after the event;
- set levels of noise emissions and time frames.

Independent monitoring will be carried out by an acoustic consultant and the costs of such monitoring borne by the applicant.

Health (Public Building) Regulations 1992:

The applicant will be required to submit a Form 1 'Application to construct, extend or alter a Public Building' under the Health Act and any other requirements of the *Health Act 1911*.

Public health, safety and security of patrons will be addressed in the Public Health and Safety Event Approval issued by the City.

Conclusion:

As with any events of this nature, this event has the potential to generate noise complaints and some anti-social behaviour. However, this event is designed to showcase the emerging young musical talent of Australia, and will be managed closely in accordance with the Regulation 18 noise approval issued by the City. Therefore, it is recommended that this event, to be held on the western section of Langley Park on Saturday, 19 December 2015, from 1.00pm until 10.00pm, be approved.

Moved by Cr McEvoy, seconded by Cr Adamos

That Council approves the use of Langley Park, western section, for Metric Promotions to conduct their 'Wonderland' music event on Saturday, 19 December 2015, from 1.00pm until 10.00pm, subject to the applicant:

- 1. indemnifying Council against any claim arising from the event and the use of the reserve and hold a Public Liability Insurance Policy with a minimum limit of indemnity of \$20,000,000;***

(Cont'd)

2. *paying the reserve hire fee of \$20,454.00, exclusive of GST, Public Building fees, Regulation 18 application fees and Damages Bond fee of \$10,000.00 of which the whole or part of which may be refundable, and covering all costs for the provision of any Council services such as; noise monitoring, cleaning of the reserve, or repair of any damage to the reserve or infrastructure resulting from the event;*
3. *submitting a Management Plan to the satisfaction of the City that ensures that the reserve will be cleaned, restored and surplus infrastructure removed by mid-morning to enable the Carols By Candlelight event to be held on the following night;*
4. *submitting Management Plans to adequately address Risk, Noise, Parking, Pedestrian, Security, and Disability Access and Inclusion to the satisfaction of the City, one month prior to the event;*
5. *making application and receiving approval from the Chief Executive Officer to hold a non-conforming event in accordance with Regulation 18, of the Environmental Protection (Noise) Regulations 1997;*
6. *complying with the relevant requirements of the Health Act 1911, the Health (Public Buildings) Regulations 1992, and Food Act 2008, as detailed in the Public Health and Safety Event Approval issued by the City;*
7. *providing written notification of the event to affected properties including residential and commercial premises, to the satisfaction of the City, at least seven days prior to the event.*

The motion was put and carried

The votes were recorded as follows:

For: Crs Butler, Adamos and McEvoy

Against: Nil

Meeting Note: The Manager Development Approvals will provide Elected Members with details of the event applicants as requested by the Planning Committee.

**PL133/15 3 (LOT 502) TRINITY AVENUE, EAST PERTH –
PROPOSED WATERBANK SUBDIVISION
APPLICATION – STAGE 1**

BACKGROUND:

SUBURB/LOCATION:	3 Trinity Avenue, East Perth
FILE REFERENCE:	SUAM-2015/5225
REPORTING UNIT:	Development Approvals
RESPONSIBLE DIRECTORATE:	Planning and Development
DATE:	22 July 2015
MAP / SCHEDULE:	Schedule 7 – Location Map, Subdivision Plan and Staging Plan
3D MODEL PRESENTATION:	A 3D Model for this application <u>will not</u> be available at the Committee meeting.
LANDOWNER:	Metropolitan Redevelopment Authority
APPLICANT:	Lend Lease
ZONING:	(MRS Zone) Redevelopment Scheme/Act Area (City Planning Scheme Precinct) Langley (P12) and East Perth (P15) (City Planning Scheme Use Area) N/A
APPROXIMATE COST:	Not applicable

SITE HISTORY:

The four hectare 'Waterbank Precinct' (the precinct) situated on the eastern edge of the city is bound by Trinity College to the north, the Swan River to the east, the Causeway interchange to the south and the Western Australian Police site to the west. The precinct forms part of the Metropolitan Redevelopment Authority's (MRA) greater Riverside Project Area.

The subject land was transferred from the control of the City to the former East Perth Redevelopment Authority (EPRA) in 2004. The Riverside Master Plan was adopted by the EPRA in August 2008 and is the overarching strategic planning framework to guide the future development of the 40 hectare Riverside Project area. The associated Waterbank Precinct Design Guidelines which aim to ensure the coordinated development of the precinct were adopted by the EPRA in July 2009.

The Waterbank Precinct Design Guidelines have since been reviewed, with the final revised version being released for comment in 2014 and adopted by the MRA in mid-2015. Separately, a specific Waterbank Master Plan for the precinct has been developed by Lend Lease (as the site developer) and has been endorsed by the MRA in May 2015. Both documents are integral in guiding the form and function of future subdivision and development within the precinct.

Noting the above Council and its administration have considered several reiterations of the Master Plan prepared by Lend Lease, as well as the MRA's draft revised Design Guidelines and provided comments to the MRA for its consideration. Council has raised consistent concerns in relation to the proposed built form and heights, Hay

Street extension, foreshore access, place making, traffic and parking issues, environmental issues and asset management. These issues were highlighted most recently by Council at its meeting held **18 November 2014**. Whilst the MRA have addressed many of these concerns in their adoption of the revised Design Guidelines, some key issues remain unresolved and are reflected in the subdivision application as discussed in the following report.

DETAILS:

The Stage 1 subdivision application for the Waterbank precinct area has been referred by the MRA to Council for comment on 12 June 2015. The attached proposed plan of subdivision outlines the application's proposal to create:

- Five developable lots (Lots 1 to 5);
- Two parcels set aside as Public Open Space (POS) (Lots 14 and 15);
- Three gazetted roads;
- A 10 metre wide road reserve proposed to accommodate a pedestrian promenade and services;
- An extension to Trinity Avenue road reserve (marked as 'road widening' on the accompanying plans);
- Three 'Parks and Recreation' reserves;
- A Waterways reserve; and
- A balance lot (set aside for future stages of subdivision and development associated with Waterbank).

The application states that the proposed subdivision has been designed having due regard to the statutory and strategic planning framework, relevant State Planning Policies (SPP's) and Development Control Policies (DCP's), Swan River Trust (SRT) development policies and the MRA Central Redevelopment Scheme.

The remaining stage/s of subdivision includes the formulation of development Lots 6 to 9, the central POS area and remaining roads. The attached 'Staging Plan' distinguishes the first and second stages of subdivision.

LEGISLATION / POLICY:

Legislation	<i>Metropolitan Redevelopment Authority Act 2011</i> Metropolitan Redevelopment Authority's Central Perth Redevelopment Scheme
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Policy	Metropolitan Redevelopment Authority's Riverside Master Plan 2008 Waterbank Precinct Design Guidelines 2015 Waterbank Master Plan 2015
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COMMENTS:

As outlined above, the configuration and layout of the subject subdivision application has been guided by the MRA's master planning and design guidelines documents. Given the Minister for Planning has the responsibility of determining the subdivision

application, on advice of the MRA, the Council's role in this case is to provide comment and draft conditions to the MRA for its and the Minister's consideration. The importance of Council's role in this process is paramount given the City will be the ultimate recipient and custodian of the precinct's public domain areas.

The City has received (via the MRA) draft concepts and plans for the future infrastructure and public domain works proposed by Lend Lease. These conceptual plans outline the future intent for the precinct's roads, public open space, foreshore, drainage infrastructure and related elements. These plans do not form part of the subdivision application however they give the City valuable insight with regards to the reasoning for the proposed subdivision design. It is important to distinguish its role with regards to the subject subdivision application and future applications for development. The subdivision process creates land titles for development lots, road reserves and other associated land parcels. Future applications for development of the public and private domains will be referred to the City for comment however the focus of this report is specifically related to the land assembly and title creation process.

In accordance with the above, the City has assessed the proposed subdivision application in the context of the MRA's guiding documents and balanced consideration of its role as the future responsible authority for the precinct. The following issues have been identified and are either recommended to be conditioned as part of any subdivision approval by the Minister of Planning or required to be resolved to the City's (and MRA where appropriate) satisfaction prior to the application being determined.

Urban Design

Lot Configuration and Boundaries

Further consideration of the irregularities of the proposed boundaries delineating stage one and two is required to ensure that the subdivision pattern is responsive to the characteristics of the site and the local planning context.

Foreshore Access

The MRA's Central Perth Redevelopment Scheme requires the retention and promotion of public access to and along the river foreshore as a key feature of the Waterbank Precinct. It is considered that the proposed subdivision does not fully address this requirement.

It is recommended that the proposed Lot 3 should be setback further from the foreshore/Swan River to enable legible and well-proportioned pedestrian and cycle access along the foreshore, and present a clear continuation of the public realm having regard for:

- minimising the potential conflict in uses between cyclists, pedestrians and any potential alfresco uses on the future upper level walkway; and
- climate change impacts, as well as any relevant State legislation such as the WAPC State Planning Policy No. 2.6: State Coastal Planning Guidelines and/or

the Department of Water's floodplain development strategy, to ensure Waterbank is resilient to longer term water level changes.

Hay Street Axis and Retention of Key Vistas

The subdivision plan does not demonstrate key vistas through the development to the Swan River such as that required at the intersection of Trinity Avenue and Hay Street due to the encroachment of proposed Lot 2 into the Hay Street extension.

It is essential that the continuation of Hay Street reads as a strong pedestrian and visual connection to the river to ensure:

- the urban grain/pattern of the city is extended so that this development presents as a natural extension of the city rather than an isolated sub-division on the perimeter;
- alignment with the City's Urban Design Framework (UDF) which identifies the Hay Street extension as a landscape connector to the river foreshore.

Development Lot Sizes

Despite previous concerns raised by Council, most recently at its meeting held **18 November 2014**, it is noted that the proposed size of Lot 3 (previously identified as "G") has not been reduced. The associated Master Plan confirms that the building podium levels will encompass the entire lot area which does not reflect the fine urban grain encouraged within the City's UDF and is considered to be out of proportion with the size of the other proposed lots as well as the proposed scale of the adjacent central public open space.

Land Use and Tenure

Community Facility Lot

The creation of Lot 1 which is proposed to accommodate a mixed use community development may be premature. The Council has previously requested that a Community Needs Assessment be undertaken by the MRA to determine its optimum location as well as the design of a potential community facility. It is also noted that proposed Lot 1 is not integrated with the main development.

Management Orders

The proposed subdivision plan includes notations relating to 'Existing Management Order' which are located adjacent to development lots and within proposed 'Parks and Recreation' reserves. The purpose and function of these proposed management order/s have not been articulated within the application and it is considered that matters be clarified as part of any future vesting and not form part of the current subdivision application.

Public Open Space Lots

It is noted that the two Public Open Space (POS) Lots (14 and 15) are proposed to be retained as freehold lots and will be reserved for 'Parks and Recreation purposes

following normalisation of the precinct. The associated development concepts identify Lot 14 as being predominantly used for drainage purposes. It is therefore considered appropriate for Lot 14 to form part of the Trinity Avenue extension road reserve given its function is more closely aligned to infrastructure rather than public interaction and engagement, providing more flexibility for infrastructure planning.

Lot 15 is located adjacent to a proposed 10m wide road reserve which despite its classification, is proposed to form part of the Hay Street 'Entry Square' and will not be used for vehicular access. It is therefore recommended that the road reserve be deleted and the area absorbed within Lot 15 given its purpose and function will be for POS and pedestrian purposes only. It is noted service infrastructure will be located within the POS however this will not preclude the space from being classified POS in lieu of the proposed road reserve.

Environmental Issues

Future Proofing Assets

It is considered appropriate, given the site context, that modelling of potential sea level and resulting river level rise, storm and erosion predictions be undertaken by an appropriate professional with particular regard to any relevant State legislation. Assessment in accordance with the WAPC's State Planning Policy No.2.6 - State Coastal Planning Guidelines and the Department of Water's Floodplain Development Strategy to will provide a greater level of understanding whether the site levels within the proposed subdivision are resilient to the impacts of climate change.

In particular, further investigation is required on the implications of climate change for the proposed mixed use community development on the proposed Lot 1 adjacent to Trinity College and within close proximity to the foreshore, as the site may experience a risk of erosion and permanent inundation. This may have increased liability risks and insurance implications. Additionally, no surcharge drawings have been provided to the City for this section of the Waterbank site.

Potential Subsidence Issues

The City is mindful of the potential subsidence issues concerning the site. As part of a condition of approval of the Waterbank Forward Works - Stage 2 Surcharging Works dated 17 May 2012, the City advised the MRA consultants (NS Projects) that settlement would need to be monitored around the surcharging area, at least 30 metres from the embankment toe, for the next 10 year. The MRA is also required to make arrangements to monitor the settlement and feedback to the City accordingly. If any defects have been identified as a result of the settlement, the MRA will need to make arrangements to rectify these defects at their cost to the City's satisfaction. It is recommended appropriate conditions be imposed in any subdivision approval reflecting the above requirements.

Contaminated Site

The subject site has been reclassified by the Department of Environmental Regulations (DER) from 'Contaminated – Remediation Required' to 'Remediated for

Restricted Use'. DER have advised that due to the presence of historical uncontrolled landfill beneath the site, any future development of the precinct will need to be managed in accordance with the "Technical Report, Waterbank Stage 2 - Site Management Plan Revision 4 (Syrinx, March 2012)" and any subsequent versions of this plan. It is recommended appropriate conditions be imposed in any subdivision approval reflecting the above requirements.

Inlet Construction

The associated Site Management Plan is recommended to include the flushing assessment of the proposed beach and swimming area, as well as responsibility for ongoing monitoring of water quality and any remedial actions. The document is also recommended to include further consideration of the impact of climate change on flushing and the likelihood of a reduced flow of fresh water down river to flush the area. This is of particular importance to ensure the quality of the water is acceptable for the general public. The construction and management of the proposed 'beach' shall also accord with the Site Management Plan in order to mitigate any potential risks. It is recommended appropriate conditions be imposed in any subdivision approval reflecting the above requirements.

Sustainability

The Waterbank Precinct Design Guidelines require any future development of the site to respond to the environmental cues of the river and landscape in site planning and embed sustainable design principles within precinct servicing and design. Whilst it is acknowledged that these principles will be refined through future development applications, it is recommended that appropriate conditions be applied to ensure the subdivision design and layout provides the optimum framework for future developments.

Site works

As part of the subdivision application the removal of riparian vegetation existing along the Swan River foreshore is proposed which is required to facilitate the rehabilitation and vegetation of the foreshore areas. It is recommended that further details be provided as well as a Foreshore Rehabilitation Management Plan prior to any works commencing.

Transport

Road Design

It is unclear whether the redesign of the Hay Street extension and Trinity Avenue have been informed by any associated traffic assessment and modelling. In particular, based on the current design it is not confirmed whether sufficient curve widening has been provided to avoid collision of vehicles travelling in the opposite direction. In addition, the implications for vehicular access (including student drop offs) to Trinity College via Trinity Avenue are also recommended to be further investigated and addressed.

Other matters which remain outstanding include:

- Whether the changes in levels along the Hay Street extension have implications on adjacent sites.
- Further consideration of the Trinity Avenue extension is required given the limited distance between the proposed road reserve and the foreshore.
- Vehicular access to proposed Lots 4 and 5 is contradictory as some conceptual designs show the Hay Street extension as the access point where as others show the internal road as the access point. The use of a proposed 'Right of Carriageway' for vehicular access to the Lots is also considered to be convoluted and should be addressed and modified.
- No road truncations are provided and will need to be provided in accordance with the City's requirements to ensure safe sight lines and pedestrian traffic.
- The overall width of the proposed road reserves will need to take into account the City's requirements to accommodate all infrastructure.
- The requirement for independent Road Safety Audit to be undertaken by a Main Roads Western Australia accredited Senior Road Safety Auditor and submitted to the City of Perth for approval.
- Reiterate the need for a comprehensive review being undertaken in liaison with Main Roads Western Australia (MRWA) and the City of Perth of the adjacent Causeway interchange and in particular the teardrop arrangement.

Trinity Avenue Extension and Parking Area

There is limited justification provided for the proposed extension of Trinity Avenue and the future provision of approximately 80 on-street car parking bays. The purpose of the expansive car parking area needs to be clearly articulated given it will require design details including considerable landscaping and result in a future financial and maintenance burden to the City. Support or otherwise for the extension area is therefore considered to be premature at this stage and it is recommended the road widening not form part of the subdivision until such time as it has been addressed to the City's satisfaction.

Shared Use Path

Whilst provision has been proposed for limited pedestrian access through the site, further consideration of cyclists is required as per the City of Perth Cycle Plan 2029. The temporary and permanent location/s of existing and future commuter and recreational bicycle paths will need to be resolved to the satisfaction of the City and Department of Transport prior to any modification to the existing network.

Infrastructure

Urban Water Management

A draft Urban Water Management Plan (UWMP) has been assessed by the City and whilst modelling for the storm water management is theoretically satisfactory, its actual application (via system of tree-pits, bio-swales, rain gardens etc.) is untested and it is not known therefore if the overall system will function as expected. Issues have also been identified with regards to irrigation of reserve areas. It is therefore

recommended that the issues relating to the draft UWMP and irrigation be addressed via appropriate conditions.

Staging

The proposed limited staging of the subdivision raises concerns in relation to how future City assets (new internal roads, footpaths, POS) within Stage 1 will be protected during development of future stages. It is therefore recommended that an appropriate Staging Plan be submitted prior to the commencement of subdivision works to the City's satisfaction having regard to:

- the manoeuvring and consideration of alternative access requirements of large vehicles;
- appropriate set down areas given the City and Main Roads will not allow work zones on the Hay Street link to the Causeway teardrop or the Causeway approach;
- proposed lots having minimal street frontage and no room for work zones.
- how various risks associated with the staging of works will be managed to ensure public safety, as well as the City's ability to safely access and maintain the public realm during construction in a development with limited road access.

Development Contributions

It is noted that the subdivision will affect the form and function of the City's adjacent infrastructure. The MRA's associated Development Contribution Plan (DCP) is based on the previous iterations of the Riverside Master Plan and Waterbank Design Guidelines. It is therefore recommended that the DCP be reviewed and appropriate costs apportioned to the developer given the additional impost the development will have on surrounding infrastructure network. The City's involvement in any review is considered to be integral in ensuring the equitable distribution of costs. In the absence of a comprehensive review, the WAPC's SPP 3.6 - Development Contributions for Infrastructure does provide scope for applicant's and authorities to enter into voluntary legal agreements for the provision of infrastructure. There may be scope for such an agreement as part of this application and future works.

Conclusion

The first stage of subdivision of the Waterbank precinct represents a significant milestone in the future delivery of the proposed urban waterfront node.

Whilst the proposed subdivision is generally consistent with the MRA's associated guiding documents, fundamental issues including those previously raised by Council remain. If left unresolved, the finality of the subdivision application (which serves to confirm land and road assembly arrangements) has the potential to undermine the optimum design and performance of the site's future public and private realms.

It is therefore recommended that the MRA be advised of the issues identified within this report, with the matters to be addressed by way of conditions on any subdivision approval or subject to further details being provided to the City's satisfaction prior to any approval being issued by the Minister of Planning.

Moved by Cr McEvoy, seconded by Cr Butler

That Council advises the Metropolitan Redevelopment Authority that it supports in principle the proposed Waterbank Subdivision – Stage 1 within the Riverside project area, subject to:

- 1. the following subdivision conditions:*

Design

- 1.1 the northern and eastern boundaries of Balance Lot 502 located adjacent to the Parks and Recreation Reserve (3) being reconfigured southwards to open up towards the Reserve for Inlet forming a shorter, more direct and legible alignment providing for increased public safety (noting the staged development of the precinct) and maintaining the key view corridor from Hay Street to the foreshore to the satisfaction of the City;*
- 1.2 an increased setback (minimum 20 metres) being provided between proposed Lot 3 and the foreshore boundary to enable legible and well proportioned pedestrian and cycle access along the foreshore to the satisfaction of the City;*
- 1.3 the alignment and location of Lot 2 being redesigned to allow for an unobstructed view between the proposed Hay Street extension and the foreshore;*
- 1.4 the proposed Management Order notations being removed from the subdivision plan;*

Engineering and Transport

- 1.5 Prior to the commencement of subdivision works:*
 - a) the landowner/applicant is to provide a pre-works geotechnical report certifying that the land is physically capable of development or advising how the land is to be remediated and compacted to ensure it is capable of development. In the event that remediation works are required, the landowner/applicant is to provide a post geotechnical report certifying that all subdivision works have been carried out in accordance with the pre-works geotechnical report;*

(Cont'd)

- b) an urban water management plan is to be prepared and approved, in consultation with the Department of Water, consistent with any approved Local Water Management Strategy/Drainage and Water Management Plan;*

1.6 Engineering drawings and specifications are to be submitted for approval by the City to ensure:

- a) lots can accommodate their intended use and finished ground levels at the boundaries of the lot(s) the subject of this approval match or otherwise coordinate with the existing and/or proposed finished ground levels of the land abutting;*
- b) street lighting is installed on all new subdivision roads to the standards of the relevant licensed service provider or the City;*
- c) roads that have been designed to connect with existing or proposed roads abutting the subject land are coordinated so the road reserve location and width connect seamlessly; and*
- d) temporary turning areas are provided to those subdivision roads that are subject to future extension;*
- e) all streets within the subdivision are truncated in accordance with the requirements and to the satisfaction of the City;*
- f) the provision of shared paths through and connecting to the application area to the satisfaction of the City with the approved shared paths to be constructed by the landowner/applicant;*
- g) all roads, footpaths and verges are designed and constructed in accordance with the specifications and to the satisfaction of the City;*
- h) any new public roads, pedestrian access-ways and public open space that will be transferred to the care, control and management of the City are designed and constructed (including paved, drained, landscaped and illuminated) to the specifications and satisfaction of the City; and*

(Cont'd)

- i) waste vehicles can adequately service the subdivision area to the satisfaction of the City;*
- 1.7 traffic modelling and a geometric road design and layout assessment shall be undertaken by the applicant in order:*
 - a) to demonstrate the adequacy of the proposed new road network as well as modifications to the surrounding network; and*
 - b) provide minimum carriageway widths to the satisfaction of the City for the proposed internal roads;*
- 1.8 an independent Road Safety Audit shall be undertaken by a Main Roads Western Australia accredited Senior Road Safety Auditor and submitted to the City of Perth for approval, with any proposed road design within future subdivisions at both the concept stage as well as at the detailed design stage and in accordance with Austroads – ‘Guide to Road Safety Part 6: Road Safety Audit;*
- 1.9 a report prepared by a suitably qualified access consultant confirming the design of the proposed subdivision provides for universal access in accordance with the obligations of the Disability Discrimination Act 1992 and all applicable Australian Standards being submitted to the satisfaction of the City prior to commencement of subdivision works.*

Environment and Public Open Space

- 1.10 the proposed reserve(s) shown on the approved plan of subdivision being shown on the diagram or plan of survey (deposited plan) as reserve(s) for Public Recreation and vested in the Crown under Section 152 of the Planning and Development Act 2005, such land to be ceded free of cost and without any payment of compensation by the Crown;*
- 1.11 a foreshore reserve in accordance with the subdivision plan dated 7 May 2015; as established by survey, being shown on the diagram or plan of survey (deposited plan) as a reserve for foreshore management and vested in the Crown under Section 152 of the Planning and Development Act 2005, such land to be ceded free of cost and without any payment of compensation by the Crown;*

(Cont'd)

1.12 a management plan detailing how risk of erosion and sedimentation impacts into nearby water bodies will be minimised during subdivision is to be:

- a) prepared by the landowner/applicant and approved prior to the commencement of subdivision works; and**
- b) implemented during subdivision works;**

1.13 Prior to the commencement of subdivision works:

- a) a foreshore management plan is to be prepared and approved to ensure the protection and management of the sites environmental assets with satisfactory arrangements being made for the implementation of the approved plan;**
- b) investigation for soil and groundwater contamination is to be carried out to determine if remediation is required. If required, remediation, including validation of remediation, of any contamination identified shall be completed prior to the issuing of titles to ensure that the lots created are suitable for the proposed use. Investigations and remediation are to be carried out in compliance with the Contaminated Sites Act 2003 and current Department of Environment Regulation Contaminated Sites Guidelines;**
- c) an acid sulphate soils self-assessment form and, if required as a result of the self-assessment, an acid sulphate soils report and an acid sulphate soils management plan shall be submitted to and approved by the Department of Environment Regulation before any subdivision works or development are commenced. Where an acid sulphate soils management plan is required to be submitted, all subdivision works shall be carried out in accordance with the approved management plan;**

1.14 further engineering advice is required with respect to the adequacy of both the surcharged and non – surcharged areas for development, risks of inundation and subsidence, and construction standards including piling of buildings and roads. A notification of any potential geotechnical issues should be placed on the certificate of title of the affected land;

(Cont'd)

- 1.15 a sustainability appraisal shall be undertaken by an independent environmental/ infrastructure auditor on an annual basis for a minimum period of thirty years to assess the settlement situation around the surcharge area in accordance with the City's Asset Management Policy No. 9.12 (section 7.5 Sustainable Management). The associated cost shall be borne by the landowner/applicant;**
- 1.16 all areas of soil disturbance being stabilised against dust nuisance to adjoining and nearby properties prior to, during or after commencement of site works and clearing. Where appropriate such measures as sprinklers, use of water tanks/trucks, mulching or other land management systems should be installed or implemented within the time and in the manner directed by the City;**
- 1.17 the applicant shall provide environmental and risk assessment reports and a long term management plan prepared by suitably qualified consultants where there is evidence of contamination to demonstrate that:**
- a) the Department of Environment Regulation formal classification of the land is suitable for the proposed use of the land and no further remediation works are required;**
 - b) there is no inherent risk to the environment, future maintenance workers or other receptor groups identified within the final Risk Assessment Report and final Long Term Management Plan; and**
 - c) the conditions of the Long Term Management Plan are not onerous in terms of the obligations it places on the local authority;**
- 1.18 any future development of the precinct (including the construction of public realm areas and proposed beach) shall be managed in accordance with the "Technical Report, Waterbank Stage 2 - Site Management Plan Revision 4. (Syrinx, March 2012)" and any subsequent versions of this plan;**
- 1.19 the associated Site Management Plan shall include the flushing assessment of the proposed beach and swimming area, as well as responsibility for ongoing monitoring of water quality and any remedial actions;**

(Cont'd)

- 1.20 modelling of sea level rise, storm and erosion predictions shall be undertaken by an appropriate professional with regard for any relevant State legislation such as WAPC State Planning Policy No.2.6: State Coastal Planning Guidelines, to ensure the finished floor levels of any proposed buildings; terraced walk ways; the design of the central open space adjacent to the river as well as proposed building setbacks are adequate for climate change scenarios;**
- 1.21 a detailed Precinct Sustainability Strategy, prepared by a suitably qualified consultant, detailing the sustainability initiatives to be included in the design and construction of the subdivision shall be submitted to and approved by the City;**

Staging

- 1.22 a subdivision staging plan and traffic management plan being submitted to the City for approval prior to the commencement of subdivision works. The plan will need to:**
- a) include details of appropriate temporary fencing, landscaping and maintenance strategies for the portions of the site that are subdivided at a later stage to preserve the amenity of the area and to prevent dust and sand being blown from the site; and**
 - b) outline the phasing of the subdivision works and when particular services and infrastructure will be completed such as the road network and areas of public open space/reserves;**
- 1.23 a construction management plan being submitted to the City for approval indicating how it is proposed to manage:**
- a) delivery of materials and equipment to the site;**
 - b) storage of materials and equipment on the site;**
 - c) parking arrangements for contractors and subcontractors;**

(Cont'd)

- d) ***maintaining access to the existing cycle ways, pedestrian pathways and principal shared path (PSP) routes immediately adjacent to the subdivision site, or alternatively, providing alternate routes to the satisfaction of the City; and***
 - e) ***other matters likely to impact on the surrounding properties; and***
 - 1.24 ***a communications plan detailing how public enquiries, complaints and notifications regarding the project construction phase will be managed is to be prepared and implemented by the applicant. The Communications Plan is to be submitted prior to the commencement of any subdivision works to the satisfaction of the City;***
2. ***the submission of additional details and information to address the following matters to the City's satisfaction prior to any subdivision approvals being issued:***
 - 2.1 ***the size and orientation of Lot 3 being reviewed in order to address the City's concerns relating to its disproportion scale as compared to other development lots and the adjacent central public open space;***
 - 2.2 ***further rationale and justification being provided for the 10 metre wide road reserve being located adjacent to proposed Lot 15 (POS) noting its intended purposes if for infrastructure, pedestrian and public open space purposes and not for vehicular access;***
 - 2.3 ***the proposed Lot 1 (intended to accommodate a future 'community use' building) not forming part of the current plan of subdivision until such time that an appropriate Community Needs Assessment has been undertaken to determine its optimum location and use/s;***
 - 2.4 ***the road widening and parking area proposed as part of the Trinity Avenue extension not forming part of the subdivision application until such time that its purpose is suitably demonstrated to and supported by the City;***
 - 2.5 ***issues relating to the draft Urban Water Management Plan and future irrigation management being addressed to the satisfaction of the City;***

(Cont'd)

- 2.6 a comprehensive review of the MRA's Development Contribution Plan for the Riverside project area and clarification of the MRA's, developer's and City's obligations with regards to the upgrading and maintenance of adjacent infrastructure generated by the proposed subdivision;**
- 2.7 the requirement for a comprehensive review being undertaken in liaison with Main Roads Western Australia (MRWA) and the City in relation to the adjacent Causeway interchange and in particular the teardrop arrangement; and**
- 2.8 vehicular access arrangements being finalised for proposed Lots 4 and 5, noting the current subdivision design does not currently address the long term management of access to and from these land parcels.**

The motion was put and carried

The votes were recorded as follows:

For: Crs Butler, Adamos and McEvoy

Against: Nil

PL134/15 MOBILE FOOD TRADING TRIAL - REVIEW

BACKGROUND:

FILE REFERENCE:	P1030791
REPORTING UNIT:	Economic Development Unit
RESPONSIBLE DIRECTORATE:	Planning & Development
DATE:	3 July 2015
MAP / SCHEDULE:	Schedule 8 – Operator Feedback: Comida Du Sol Schedule 9 – Operator Feedback: Eat No Evil Schedule 10 – Operator Feedback: Little Luis Schedule 11 – Business correspondence: John's Food and Liquor

At its meeting held on **28 October 2014**, Council approved a Mobile Food Trading Trial to be undertaken from 1 February 2015 to 31 May 2015. The trial was approved to issue permits to up to ten operators after a public application period and operators would be permitted to trade at 15 Approved Locations seven days a week during designated times including 7.00am- 10.00pm and at one late night location in Northbridge from 10.00pm- 2.00am.

The trial design was guided by previous Council meetings that indicated a shift from the historical position of prohibiting the operation of mobile food trucks in the city

unless part of an event as it was believed that such an operation would unfairly compete with established businesses in the city.

To enable mobile food trading in the city and ensure appropriate management, a review of the *Public Trading Local Law 2005* was approved. To guide the review, at its meeting held on **19 February 2013**, Council endorsed the following principle in relation to mobile food trading:

"2.2 enable mobile food and beverage vendors to operate in the City to service unmet needs, provided that they do not unfairly compete with established businesses;"

At its meeting held on **10 December 2013**, Council determined that the review be finalised without amendment, and that a further extensive review of the *Public Trading Local Law 2005* be undertaken following the completion of a Mobile Food Trading Trial.

It was considered that a trial based on the principle adopted by Council at its meeting held on **19 February 2013** would enable the City to test concepts, manage and respond to challenges and opportunities as the trial proceeds, and would furthermore provide an evidence based approach in determining future management of mobile food trading in the city.

The trial undertaken in early 2015 took into account all of Council's previous directions.

Key elements of the approved trial included:

- Trial operated from 1 February 2015 through to 31 May 2015;
- 10 Permits available for up to 10 mobile food truck operators;
- An internal City of Perth panel selected and allocated the 10 permits;
- Criteria considered by the panel included business management plan, unique food offering, community engagement, sustainability plan and vehicle infrastructure;
- 15 locations;
 - 14 locations allow operation hours of 7.00am to 10.00pm
 - 1 late night location (Friday and Saturday only) allowed operation from 10.00pm to 2.00am
- Minimum operation time in one location was 3 hours - the maximum operation time in one location time was 5 hours;
- Only food trucks and self-contained vans were eligible to participate in the trial. Trailers, carts, bicycles, tricycles and utes were not permitted in the trial;
- Eligibility requirements for Mobile Food Trading trial;
 - A vehicle registered with the Department of Transport WA;
 - A registered food business;
 - A certificate of currency for public liability insurance of at least twenty million dollars (\$20,000,000); and
 - Compliance with all environmental health guidelines and regulations
- To protect established brick and mortar businesses.
 - There were no CBD locations; and

- All Approved Locations adhered to a guideline of a 50m exclusion radius from any existing food and beverage outlet.

LEGISLATION / STRATEGIC PLAN / POLICY:**Legislation***Public Trading Local Law 2005***Integrated Planning
and Reporting
Framework
Implications****Corporate Business Plan**

Council Four Year Priorities: Perth as a Capital City

S5 Increased place activation and use of underutilised space

DETAILS:**Application**

A public application period opened for three weeks from 17 November 2014. During this time 17 applications were received.

A number of these applications were ineligible as they were not defined as food trucks. Trailers, carts, bicycles were not permitted to trade in the trial. The trial only addressed the trading of food trucks in an effort to specifically address the growing global trend of food trucks.

The Administration assessed each application and nine permits were offered to successful operators. Five applications were deemed ineligible and three applications were unsuccessful. All applicants were advised of their outcome in letters dated 8 January 2015.

The nine successful operators were:

- Jumplings;
- Braised Bros.;
- Soul Provider;
- Guerrilla Foods;
- Comida Do Sul Brazilian;
- Eat No Evil;
- JJ's Sweet Bliss;
- Little Luis/ Holy Crepes; and
- Smokin BBQ Bus.

Operators were invited to an introduction and information session, held at Council House on Wednesday, 21 January 2015.

Launch

The launch of the Food Truck trial was held on Friday, 30 January 2015 in conjunction with required environmental health inspections. This launch involved operators being available for their inspections on Supreme Court Gardens. The launch was advertised to the Administration but not to the broader public as the priority for the day was to complete all environmental health inspections. The Deputy Lord Mayor undertook media engagements at the launch.

At the launch of the trial, Eat No Evil and Little Luis were not ready to be inspected, needing to finalise their trucks. These two operators began to trade shortly after the commencement of the trial.

The trial officially commenced on Sunday, 1 February 2015.

Social Media

The trial operators volunteered to design, update and manage a social media page on Facebook for the duration of the trial. Called Perth Street Eats, this page included regular posts of truck locations, food offerings and positive promotion of the trial.

Locations

The Approved Locations for the trial are listed:

- Mounts Bay Road (Reserve);
- Bill Graden Reserve (Reserve);
- Havelock Street (On- street);
- John Oldham Park, Narrows Interchange (Reserve);
- Wellington Square (Reserve);
- Mardelup Park (Reserve);
- Bronte Street (On-street);
- Queens Gardens- Nelson Crescent (On-street);
- Queens Gardens- Hay Street (On-street);
- Langley Park 1 (Reserve);
- Langley Park 2 (Reserve);
- Point Fraser (Reserve);
- Heirisson Island 1 (Reserve);
- Russell Square (Hardstand); and
- James Street Car park (Hardstand within off street parking).

The ranges of locations selected and approved by Council were designed to appeal to the broad range of customers present in the city including residents, the corporate lunch time crowd and weekend visitors/ families.

A slight change was made to the approved locations due to operators who had trucks with left hand side serving windows. These trucks were unable to utilise any of the on street locations, as they would be required to park against the flow of traffic, which is illegal. Two vehicles were approved to trade at Wellington Square and at the two Langley Park locations if one food truck was left hand side serving. This was an attempt to assist those with left hand side serving windows to access as many trading sites as possible.

Access to the Russell Square location was restricted for the month of February due to the Fringe Festival and the City's support of that event. Russell Square was open to trade on 1 March 2015.

The Heirisson Island location was closed indefinitely due to ongoing issues on 3 March 2015.

Operators relayed their feedback on the various locations throughout the trial to the City.

Bill Graden Reserve, at the northern end of Havelock Street was the most popular location and the most frequented location in the trial.

Trading- Smokin BBQ Bus

Early in the trial, Graeme Windle of Smokin BBQ Bus contacted the Administration to advise that his food offering may not be particularly suitable to the corporate lunch time demand. With a food offering of slow cooked meats, trading for lunchtime required Graeme to be up in the early hours of the morning to prepare fresh meat for sale. Graeme tends to favour evening trade for the purposes of having adequate food preparation time and already had significant commitments with another local government trial in the evenings and private bookings. Graeme did not participate any further in the trial.

Perth demand

It is important to note that the global food truck trend has hit Perth strongly. At the same time the City was undertaking its trial, food trucks had opportunities to trade in South Perth, Fremantle, Scarborough and at numerous universities. This is in addition to high numbers of private event bookings for markets, festivals and events held during the warmer months.

Food trucks in Perth during the warmer months were often taking multiple bookings during the day, trading to a lunch time crowd and then trading again at a second location for a dinner service. Travel is often involved for weekend bookings and can span the wider metropolitan area into the regions. This high demand for food trucks resulted in trial operators juggling their participation in the City's trial with other bookings.

Flexibility was observed with the Code of Practice that stated trade must be undertaken for a minimum of three days a week. For some operators, this commitment wasn't possible. With the operators being honest and upfront about their commitments, the Administration accepted this and allowed flexibility.

Number of enquiries

From the trial being approved by Council on 21 October 2014 until July 2015, there were over 115 unique enquiries to the Administration that made reference to the trial. Many of these enquiries involved both phone discussions and email correspondence and often contact was made to the Administration on multiple occasions.

These enquiries related to trial application forms, business expansion, daily location information and first contact with those wanting to enter the food truck industry.

Enquiries were made from individuals in Perth, interstate and overseas, corporate businesses and other local governments.

Complaints

The City of Perth did receive isolated grievances about the trial from four business owners at different times across the four month trial.

1. The operator of a café at 35 Havelock Street made a complaint via email on 3 November 2014 prior to the launch of the trial. This email expressed unhappiness at the on-street location at the south end of Havelock Street. A reply was sent to the operators, outlining the intention of the trial, and noting that the food truck location was 275-300 metres from this business, which ensured that all trial guidelines were adhered to. No further communication was made.
2. The owner of restaurant located at Barrack Square complained via telephone immediately following the launch event held at Langley Park on 30 January, 2014. It was explained that this was a one off food truck event in this space, and that the event had not been promoted publically in advance of the day.
3. Numerous complaints were received via telephone from the owner of a café business located at 100 Havelock Street. Complaints were made about the approved location at Bill Graden Reserve, which is very near the corner of Havelock and Murray Streets. This business is approximately 75 metres from the location. It was explained that the location was approved for the trial, and that the trial would last four months.
4. A business selling food, beverage and alcohol located at 100 Bennett Street made a complaint via telephone and then followed up by outlining their concerns in writing.

Concerns were raised about the location and proximity of the approved location at Wellington Square. This location was at least 100 metres away from the business and adhered to all guidelines associated with the trial. The letter submitted to the administration is attached as a Schedule 11.

Media

The City of Perth Food Truck trial was covered in local media on numerous occasions, first in the lead up to Council approval on 28 October 2014. The West Australian and Sunday Times ran articles highlighting the new initiative; and the Perth Voice ran a front cover article noting the City's 'Green light for food trucks.'

At the time of the launch, positive print and television coverage was given to the trial. Channel Nine, Ten and the ABC ran packages covering the launch event of the food truck trial in their nightly bulletins on 30 January 2015.

General articles associated with the trial were also published online by news and hospitality outlets throughout the trial and the Lord Mayor participated in a dedicated package for Today Tonight in late February.

Tourism WA contacted the City of Perth on two separate occasions seeking out media opportunities for hosted visits from Malaysia and Germany. A prominent German food blogger, who has more than 30,000 visits to his blog each month, visited Perth in May. Stevan Paul and his photographer Daniela Haug were interested in exploring the street food/food truck culture in Perth. The Administration assisted Tourism WA and operators involved in the trial were interviewed. The visit

incorporated a number of the city's culinary hotspots and articles have now been published highlighting the unique food offering that food trucks in the city can provide.

Sale of trucks

Part way through the trial, JJ's Sweet Bliss was sold and a change of ownership noted. Permit Conditions specifically stated that the Mobile Food Trading Trial permit could not be transferred from the approved Permit Holder name. JJ's Sweet Bliss were advised of this condition on 16 March 2015.

The original owner of JJ's Sweet Bliss made the following points during a discussion about the sale of the business:

- Participating in the City of Perth trial gave positive exposure and increased publicity to the business;
- Participating in the City of Perth Food Truck Trial increased the value of their business;
- Mounts Bay Road and Mardalup Park were frequented locations;
- Some trading days of the trial was not financially viable for their business; and
- Food trucks are very popular in Perth at the moment, there is much hype around them.

Braised Bros. and Little Luis have also recently advertised their businesses for sale.

Business decisions and sales are not linked directly to the City of Perth Food Truck trial and are independent decisions of the business owners.

Operator feedback

Feedback forms were submitted from some of the operators participating in the trial. These forms captured information on the locations operators traded from, customer demographics and general feedback. Many of the feedback forms noted the high interest from customers towards the trial.

Notes were made of repeat customers, lack of availability for on-street trading locations, location potential and high exposure locations.

Operators in their feedback to Officers throughout the trial noted that the West Perth Bill Graden location was the most successful location and was booked by operators most lunchtimes during the working week. The corporate lunch time trade provided the best business for operators and benefits of the trial could be greater if trucks could co-locate at more locations to provide wider choice of cuisine to customers.

Three operators have provided detailed feedback on the trial as indicated in Schedules 8, 9 and 10.

Survey results

As the trial drew to a close, a survey led by operator Comida Du Sol was designed and publically promoted across social media and on the Perth Street Eats Facebook page.

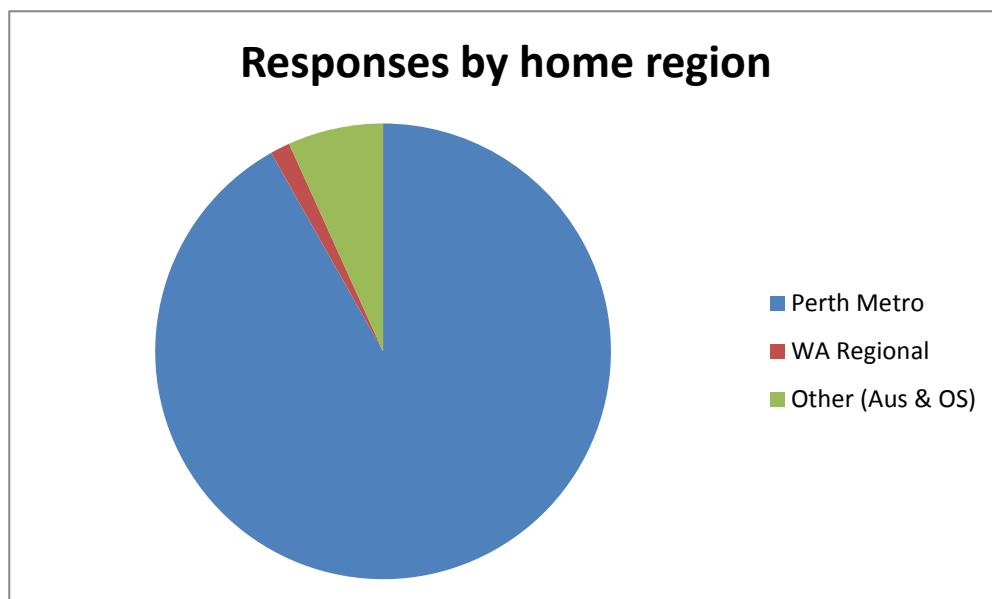
The survey asked the community “who wants us back in the City serving up the goodness?” People were asked to sign, comment and share the petition that noted the trial had ended and that this was a tool for showing the City of Perth that food trucks should be a “permanent part of the cultural fabric of this amazing city.”

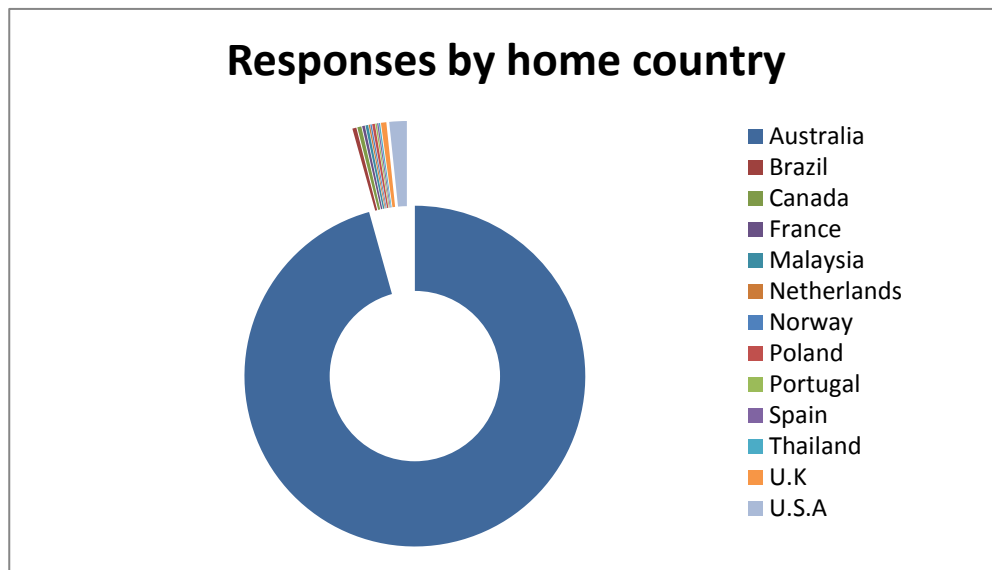
The survey received 786 responses.

Some comments received include:

- A response from Armadale: Food vans are fabulous! Great variety, flexibility, affordability and great value!
- A response from Claremont: These food trucks are a brilliant addition to the streets of Perth and I hope other councils take up the idea.
- A response from Morley; LOVE the food trucks of Perth! Perfect when you have 4 kids in tow for a quick bite.
- A response from Perth: Food trucks are a part of the fabric of many major cities around the world. For six months West Perth started to feel a little like LA! :)
- A response from Illuka: I think food trucks is a great idea for Perth city and that the trial was a huge success. They showcase all of the amazing cultures of the world and diversity.
- A response from Mount Lawley; Food trucks in Perth add an open, community-spirited cultural & dining experience to the city, making it a much more vibrant place to visit and call home!

A majority of responses came from people in Perth and Western Australia. There were some responses from people stating overseas locations, these could have come from tourists experiencing the cuisine from truck operators and filling in the survey in Perth, or could indicate that the interest for Perth food trucks has stretched abroad with the assistance of global social media.





Continuation of Food Trucks in the City

It is recommended that the Mobile Food Trading Trial be continued until 1 October 2016. While the initial Mobile Food Trading Trial has provided context to the challenges and opportunities to be expected from mobile food trading, it is considered that continuation of the trial will better inform a standard approach to the management of mobile food trading in the city moving forward.

Although at its meeting held on 10 December 2013 Council noted that that an extensive review of the *Public Trading Local Law 2005* would be undertaken following completion of Mobile Food Trading Trial, it is considered unnecessary to review the local law as currently it allows for the operation of mobile food trading in the city.

It is therefore proposed that following 1 October 2016, Council endorses a policy approach for this activity based of the evidence gathered from the initial and continuation of the trial.

As part of this policy development it is further proposed that an annual permit be designed for food trucks to operate in the city. The permit would replicate locations and the majority of guidelines approved for the trial period. Slight modifications would be made to allow the permit to be reflective of trial feedback. The City would manage all operational aspects of this one-off annual permit.

FINANCIAL IMPLICATIONS:

There is no funding request associated with this report.

Operational impacts associated with continuing food truck operations in the city are minimal. As with the food truck trial that has recently concluded, the City will receive revenue from permit charges for the one off annual permit.

An annual fee of \$1141.80 will be charged to permit holders for the permit running from 1 October 2015 until 1 October 2016.

The fee is comprised of costs associated with administration, environmental health inspections and parking.

COMMENTS:

The Mobile Food Trading Trial was undertaken to test the challenges and opportunities associated with the increasing numbers of enquiries linked to food trucks and mobile food trading received by the City.

Overall there were a range of positives from the trial, and challenges that can be constructively addressed.

Modelled on mobile food trading initiatives undertaken by the Cities of Sydney, Melbourne and Adelaide, the trial offered broad location and trading time choices for operators.

As a capital city, business diversity and activation of the public realm are key elements that contribute to the vibrancy of Perth. Providing unique food options, convenience and affordable prices, food trucks have the ability to contribute substantially to inner city commerce.

Challenges identified during the trial include the complaints raised by four businesses. All responses to the businesses were balanced when highlighting the lengths that the trial guidelines had gone to in order to not adversely impact their trade.

The popularity of food trucks should not overshadow the contribution that established food and beverage businesses make to the city. Continuing the trial enables the City to resume its assessment of the best ways to both regulate food trucks and protect established food and beverage businesses operating in the current economic climate.

The contact the City has received in the last eight months since the trial was approved by Council in October 2014 has been overwhelmingly positive with general enquiries and positive feedback accounting for 96% of all enquiries.

It is recommended that the Mobile Food Trading Trial be continued so to allow food trucks be able to continue to operate in the city until 1 October 2016.

After completion of the trial in October 2016, it is expected that the City will have sufficient evidence to establish a standard policy approach to mobile food trading in the City moving forward. Guided by a policy approach and operational processes, it is foreseen that a one-off annual permit may be issued to a limited number of operators to continue this global trend in Perth.

Moved by Cr McEvoy, seconded by Cr Adamos

That Council:

- 1. notes the findings of the review of the initial Mobile Food Trading Trial undertaken from 1 February 2015 until 31 May 2015, as detailed in this report;*
- 2. supports the continuation of the Mobile Food Trading Trial until 1 October 2016 to allow for mobile food trading as a place activation initiative;*
- 3. notes that following completion of the trial in October 2016 it is expected that the City will have sufficient evidence to establish a standard policy approach to ongoing mobile food trading in the city;*
- 4. notes that as part of the policy approach, an annual permit will be developed to allow ongoing mobile food trading in the city from 1 October 2015 to 1 October 2016;*
- 5. authorises the Chief Executive Officer to operationally manage the Permit, Approved Locations and Code of Practice during the continuation of the trial;*
- 6. approves by an ABSOLUTE MAJORITY the following fees for the Mobile Food Trading Trial, effective from 1 October 2015 until 1 October 2016, for public notice, in accordance with Sections 6.16 and 6.19 of the Local Government Act 1995:*

6.1 Mobile Food Trading Trial Permit fee of \$1141.8; and

6.2 On-Street Parking Mobile Food Trading Trial special fee of \$0.00, allowing Approved Locations at on-street bays to be utilised for no parking fee.

The motion was put and carried

The votes were recorded as follows:

For: Crs Butler, Adamos and McEvoy

Against: Nil

6.19pm The Research & Project Officer departed the meeting and did not return.

**PL135/15 ~~DEED EXECUTION BY COMMON SEAL~~¹ MALL
MANAGEMENT AGREEMENT – KINGS SQUARE MALL
RESERVE – PERTH CITY LINK**

BACKGROUND:

FILE REFERENCE:	P1029786#05
REPORTING UNIT:	Planning and Development Office
RESPONSIBLE DIRECTORATE:	Planning and Development
DATE:	9 July 2015
MAP / SCHEDULE:	Schedule 12 – Deed – Mall Management Agreement – Kings Square Mall Reserve

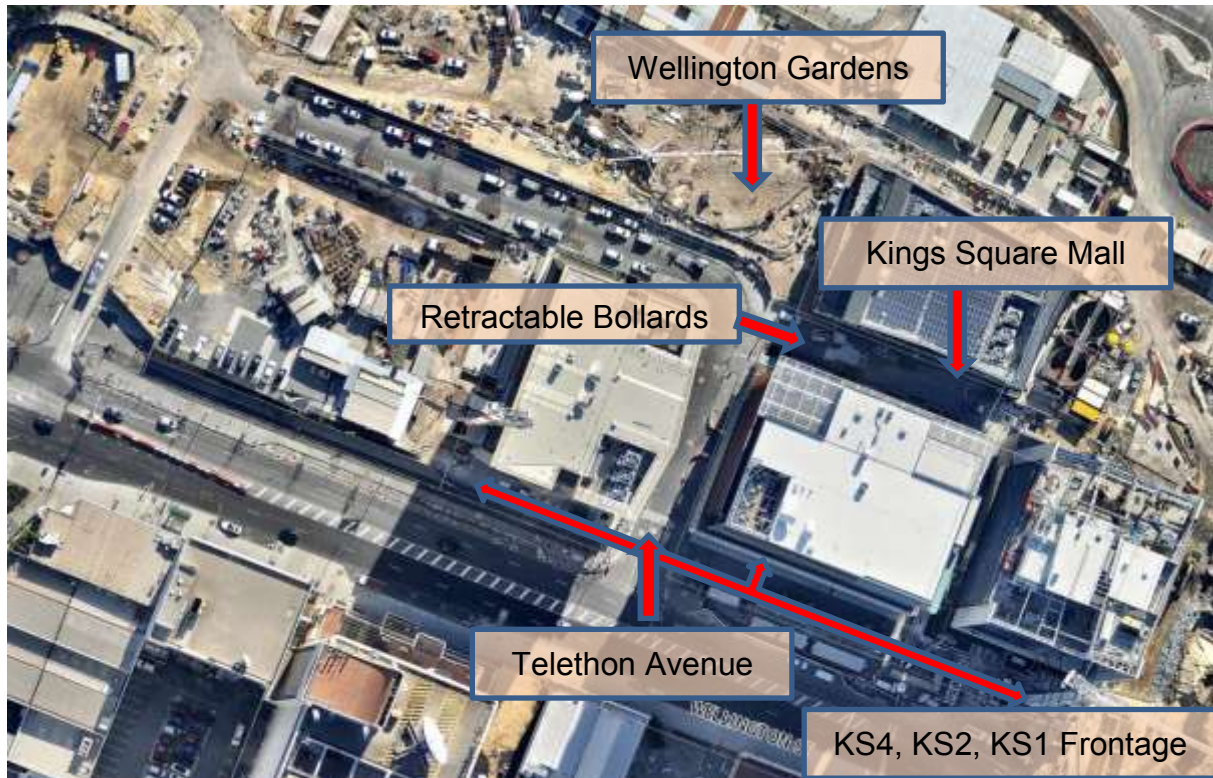
On 15 December 2011, the Western Australian Planning Commission (WAPC) issued conditional subdivision approval (143700) for the former Perth Entertainment Centre site including six development lots, public open space (Wellington Gardens), a future mall reserve and an internal subdivision road.

On 14 June 2013, the Metropolitan Redevelopment Authority (MRA) issued an amended 'In-Principle' development approval for the Perth Entertainment Centre site addressing detailed building design, use and access arrangements for a total of seven buildings with basement car parking. The first stage comprises four commercial towers (KS1 to KS4).

This is a private subdivision by Leighton Property, with the following public assets to be constructed and contributed to the City as a condition of the subdivision approval:

- Telethon Avenue;
- Kings Square Mall Reserve;
- Wellington Gardens; and
- Three sections of upgraded Wellington Street frontage at KS1 (including underground tank), KS2 and KS3.

¹ Administrative error - Report title amended to remove the reference to the common seal to appropriately reflect the recommendation of this report.



Following practical completion, the City undertook inspections and has verified that the following assets were fit for purpose and fully operational, with Council resolving at its meeting held **21 July 2015**, to accept the transfer of the following assets contributed to the City's care, control and management:

- Telethon Avenue,
- Kings Square Mall Reserve; and the
- KS2 Wellington Street frontage

The Kings Square Mall reserve is fitted with retractable bollards near the intersection with Telethon Avenue, restricting access to the Mall in a similar manner to restrictions imposed on Hay and Murray Street Malls.

A customised wayfinding sign is at the entry to the mall reserve with two intercom buttons for the City of Perth and DEXUS Funds Management Limited (DEXUS). All delivery vehicles requiring access to KS1 via the mall schedule their access with DEXUS facilities management staff and press the DEXUS button for access. All other access requirements are via the City of Perth button that will be monitored by the City's Surveillance Centre.

Construction is continuing on KS1. The building works for KS2 and KS3 have reached practical completion and fitout works have commenced. DEXUS is the owner of all three buildings.

DEXUS Funds Management Limited initially approached the City in 2013, identifying that when the Kings Square Mall Reserve was completed and handed over to the City, access would be required to KS1 as per the subdivision plan for all delivery vehicles. Cars and smaller vehicles can enter via the underground car park access

at KS2 and through to KS1. As the building owner and facilities manager, DEXUS will book and manage the schedule of all deliveries to KS1. The agreement prescribes the hours for access and when access is restricted.

LEGISLATION / STRATEGIC PLAN / POLICY:

Legislation

Section 9.49a of the *Local Government Act 1995*

Integrated Planning and Reporting Framework Implications

Corporate Business Plan

Council Four Year Priorities: Major Strategic Investment

S1 Ensure that major developments effectively integrate into the city with minimal disruption and risk.

1.3 Establish site specific agreements and manage transition of Perth City Link Precinct

Policy

Policy No and Name: 10.9 – City of Perth Common Seal and Document Signing Authority

DETAILS:

City officers have negotiated a Deed Mall Management Agreement, to facilitate:

- access 24 hours per day, seven days per week during the 'Transition Period' when fit outs of tenancies are occurring to enable works to be completed in KS1 and KS3. [Note: The Transition Period is likely to be from August to December 2015.]
- access for the Developer and Developer's officers, employees, contractors, agents and invitees to the loading dock of KS1 except Monday to Friday 11.30am to 2pm and 6pm to 9pm Friday when the buildings are tenanted.

The Deed Mall Management Agreement Kings Square Mall Reserve is provided as Schedule 12, and has been signed by DEXUS Funds Management Limited as trustee for DEXUS Kings Square Trust.

The Deed includes the following arrangements:

- City will use its best endeavours to ensure that although Developer's access to the KS1 Loading Dock during Special Events may be restricted, some form of reasonable access will be maintained.
- Establishes a Transitional Period and associated access arrangements for the construction and fit out of KS1, KS2 and KS3.
- Requirement of the developer to cover the cost of repairing damage to the Mall attributable to operatives or vehicles relating to works on construction and fit out of KS1, KS2 and/ or KS3.
- The City's responsibility for repairing damage to the Mall Reserve that the Developer is not responsible for.
- Meetings, communications and notices between the parties.
- Indemnities and insurance.

- Restrictions on Disposal.
- Developer's Limitation on Liability.
- Governance and Dispute Resolution.

The Deed was prepared by legal advisors to DEXUS Fund Management and has been reviewed by the City's legal advisers at DEXUS' cost. The Deed has been prepared for execution under the City of Perth Common Seal.

FINANCIAL IMPLICATIONS:

Costs associated with preparation of the Deed have been paid by the Developer. City costs would be Properties Unit and Community Amenity & Safety staff time to meet with DEXUS Facilities Management as required in implementing the Agreement. There are no financial requirements under the Agreement for the City.

COMMENTS:

It is recommended that Council authorise the affixing of the City of Perth Common Seal to the Deed Mall Management Agreement – Kings Square Mall Reserve, with DEXUS Funds Management Limited as trustee for the DEXUS Kings Square Trust, as it provides the basis for control of access necessary to developments within the Kings Square precinct for construction and fit out and subsequent building occupier access and operations.

Moved by Cr McEvoy, seconded by Cr Butler

That Council, in accordance with section 9.49A of the Local Government Act 1995, authorises the Chief Executive Officer to modify and execute the Deed Mall Management Agreement – Kings Square Mall Reserve, with DEXUS Funds Management Limited as trustee for DEXUS Kings Square Trust.

The motion was put and carried

The votes were recorded as follows:

For: Crs Butler, Adamos and McEvoy

Against: Nil

PL136/15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

6.26pm The Acting Head, Project Management Office departed the meeting and did not return.

PL137/15 GENERAL BUSINESS**Responses to General Business from a Previous Meeting**

Nil

New General Business**1. Traffic Counters**

Cr McEvoy raised concerns regarding the noise disturbance to residents from traffic counters on streets with high traffic flow and requested that when the City is required to install these traffic counters that the impact to residents is taken into consideration when identifying locations.

The Interim Director Planning and Development advised the Planning Committee that this item would be noted for any future installations of traffic counters by the City and be referred to the City's working group with Main Roads WA for consideration.

PL138/15 ITEMS FOR CONSIDERATION AT A FUTURE MEETING**Outstanding Items:**

Nil

PL139/15 CLOSE OF MEETING

6.30pm There being no further business the Presiding Member declared the meeting closed.

SCHEDULES
FOR THE MINUTES OF THE
PLANNING COMMITTEE
MEETING
HELD ON
4 AUGUST 2015

COUNCIL POLICY 6.1 HERITAGE GRANTS

PREAMBLE

The City of Perth recognises the important contribution that heritage makes to community, sustainability, cultural identity and the economy. The City of Perth also recognises that heritage is important because it provides a sense of unity and belonging within the community, and provides insight into previous generations and our history. Together, the City of Perth and the property owners must ensure that the valuable assets of our heritage are respected and celebrated.

The City of Perth's program of development and financial incentives is aimed at encouraging and assisting landowners to retain, maintain, conserve and use heritage places. Heritage Grants are a key component of the City's heritage incentives program and are primarily focused on the conservation, rather than maintenance, of heritage places.

This Policy should be read in conjunction with other Policies that relate to the City's heritage incentive program including, Planning Policy 4.5.1 Bonus Plot Ratio, Planning Policy 4.5.2 Transfer Plot Ratio and Council Policy 9.2 Heritage Rate Concession.

POLICY OBJECTIVE

The City of Perth provides heritage grants to encourage and assist landowners to conserve and continue the active use of heritage places.

DEFINITIONS

Heritage Place means individual places and conservation areas included in the City Planning Scheme No. 2 *Register of Places of Cultural Heritage Significance* (excluding non-heritage properties in conservation areas).

Cultural Heritage Significance means identified aesthetic, historic, scientific or social value for past, present or future generations.

Conservation means all the processes of looking after a place so as to retain its cultural heritage significance.

Maintenance means the continuous protective care of a place, and its setting. Maintenance is to be distinguished from repair which involves *restoration* or *reconstruction*.

Preservation means maintaining a place in its existing state and retarding deterioration.

Restoration means returning a place to a known earlier state and retarding deterioration.

Reconstruction means returning a place to a known earlier state by removing accretions or by reassembling existing elements without the introduction of new material.

CP 6.1 HERITAGE GRANTS

Interpretation means all the ways of revealing the cultural heritage significance of a heritage place, and is intended to heighten public awareness and enhance understanding of the cultural heritage significance of a heritage place.

Conservation Management Plan is the principal guiding document for the conservation and management of a heritage place.

Fabric means the physical element or finish which is part of the heritage value of a heritage place.

POLICY STATEMENT

1. Matched funding between \$2,000 and \$40,000 is available for works associated with the conservation of heritage places located within the City of Perth Local Government Area.
 - 1.1. The recipient contribution must, as a minimum, match the heritage grant.
 - 1.2. In-kind support will not be considered.
2. Matched funding between \$2,000 and \$20,000 will be considered for the preparation of studies, reports or advice prepared to inform the future retention, conservation and use of a heritage place located within the City of Perth Local Government Area.
3. Full funding to a maximum of \$20,000 will be considered for the preparation of a Conservation Management Plan for a heritage place located within the City of Perth Local Government Area.
4. No more than \$40,000 over a five (5) year period will be provided to a single property (excluding heritage grants provided for the preparation of a Conservation Management Plan).
5. Where funding exceeds \$20,000 for a single property the landowner will be required to prepare a Conservation Management Plan.
6. No more than \$90,000 will be provided to a single property.

Funding Priorities

7. Match funding will be considered for the following projects:
 - 7.1. Reconstruction and restoration of significant heritage fabric that is visible from the public realm;
Examples include:
 - Re-pointing brickwork;
 - Removal of non-original paint and render;
 - Reinstatement of original or early paint colour schemes (including signs);

CP 6.1 HERITAGE GRANTS

- Reinstatement of former facades, windows, entries, verandahs and awnings;
- Repairs to significant features including fences and chimneys.

- 7.2. Façade work that visually reconnects the ground floor to intact upper floors;
- 7.3. Replacement of significant heritage fabric with new fabric (where existing fabric is beyond repair) using traditional materials and building techniques;
- 7.4. Works required to stabilise a heritage place that do not constitute maintenance;

Examples include:

- Works to address subsurface and subsoil changes;
- Foundation repair;
- Underpinning;
- Structural ties and reinforcement.

- 7.5. The removal of non-structural intrusive elements that are visible from the public realm and have a negative impact on the cultural heritage significance of a heritage place. The removal must be associated with conservation works and result in a positive conservation outcome for the heritage place or conservation area.

Examples include:

- Any element identified as intrusive in a Conservation Management Plan;
- Non-original verandahs, awnings and verandah in-fills;
- Non-original render and paint colour schemes;
- Redundant signage and lighting;
- Add-on-extensions, intrusive buildings and infill structures;
- Exposed services and mechanical equipment.

- 7.6. Interpretation that explains, reveals or enhances an understanding of the cultural heritage significance of a heritage place where the cultural heritage significance of a heritage place is not readily apparent from the public realm;

Examples include:

- Visual representation (as opposed to reconstruction or restoration) of missing original fabric, including creative and innovative design solutions;
- Publically accessible interpretative fixed infrastructure (signs and displays);

- 7.7. The preparation of studies, reports or advice, prepared by a suitably qualified professional that provides recommendations to inform the future retention, conservation and use of a heritage place;

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Examples include:

- Building condition assessments (including material conservation, restoration and reconstruction studies) to evaluate the physical state of a heritage place;
- Interpretation Plan, strategy or policy;
- Signage policy or strategy for a conservation area or a heritage place with multiple tenancies;
- Adaptive re-use options study for vacant heritage places;
- Place to determine its conservation needs;
- Structural engineering advice (in relation to heritage fabric only).

8. Fully funded heritage grants will be considered for the preparation of a Conservation Management Plan by a heritage professional with demonstrated experience in preparing Conservation Management Plans, and in accordance with the State Heritage Office's *An Information Guide to Conservation Managed Plans*.

Funding Exclusions

9. Heritage grants will not be provided for the following:

- 9.1. Maintenance works that are required to avoid or delay deterioration of heritage fabric;

Examples include:

- Cleaning, weatherproofing, fire protection, security;
- Repainting using the same colour scheme;
- Replacing missing or deteriorated fittings or building materials such as loose roof sheeting;
- Replacing electric wiring or other utility services;
- Landscape maintenance.

- 9.2. Maintenance works that are required to be undertaken as a condition of receiving previous funding from the City of Perth or to fulfil an agreement associated with the City's Heritage Rate Concession;

- 9.3. The installation of services;

Examples include:

- Solar and wind energy devices;
- Water tanks;
- Heat pumps and air conditioners;
- Gas meters, bottles and plumbing;
- Satellite dishes/antennae.

- 9.4. Minor works including the installation of temporary hoarding, fencing or scaffolding;

CP 6.1 HERITAGE GRANTS

- 9.5. Works associated with administering a business including resources and the purchase of devices, components or equipment, or any other facility associated with operational costs;
- 9.6. New buildings, additions or extensions to an existing heritage place;
- 9.7. The preparation of documentation associated with a Development Application or Building Permit involving a Bonus Plot Ratio or Transfer Plot Ratio.

Examples Include:

- Heritage Impact Assessment;
- Conservation Management Plan or Strategy;
- Interpretation Plan, Policy or Strategy;
- Access Statement or Study;
- Landscape or Plan;
- Signage Strategy;
- Safer Design Site Assessment;
- Management Plan.

- 9.8. Any works required to satisfy conditions imposed as part of an approval for a Bonus Plot Ratio or Transfer Plot Ratio.

Examples include:

- Work associated with the maintenance or conservation of a place;
- The implementation of an Interpretation Plan or Strategy.

Eligibility

- 10. To be eligible applicants must be the landowner (or lawfully act on behalf of the landowner) of a rateable property that is listed as a Heritage Place in the City of Perth City Planning Scheme or in the Metropolitan Redevelopment Authority heritage inventory.

Ineligibility

- 11. Applications will be considered ineligible if:
 - 11.1. The property is identified as non-heritage or non-contributory in a Conservation Area;
 - 11.2. The property is not rateable;
 - 11.3. Previously approved City of Perth Heritage Grant for the property has not been acquitted;

CP 6.1 HERITAGE GRANTS

- 11.4. The landowner has an outstanding debt to the City of Perth;
- 11.5. The application is for retrospective funding of a commenced or completed project;
- 11.6. The application does not address the assessment criteria or is incomplete.

Application Requirements

- 12. A completed 'Heritage Grant Application' must be signed by the landowner or authorised landowner representative and submitted to the City of Perth no later than the nominated closing date. Where the applicant is representing a landowner, or group of landowners, the applicant must provide their legal authorisation:

Examples:

- Letter of Authority (must be on company letterhead);
- Power of Attorney;
- Company Statement/Extract.

- 13. All applicants must disclose the following:
 - 13.1. Any known established relationship between the property landowner (or landowner representative), managing agent or leasee and all quote providers;
 - 13.2. Any other funding sought or received from the City of Perth or any other funding body for the property;
 - 13.3. Any development based incentives received for the property.
- 14. The following supporting documentation must be submitted with the application form:
 - 14.1. Evidence that the applicant has the proper authority to act on behalf of the landowner/s of the property;
 - 14.2. A succinct current property condition report;
 - 14.3. A Project Scope including project description, objectives and timetable (tangible outputs, funding stages, phasing and milestones);
 - 14.4. An itemised budget (cost breakdown structure and grant and recipient contribution distribution);
 - 14.5. Three (3) quotes from relevant professionals with proven experience specific to the project for which grant funding is sought;
 - 14.6. Evidence of full value building insurance cover for the property.

CP 6.1 HERITAGE GRANTS

15. A Conservation Management Plan must be submitted with applications where the cumulative funding for the property exceeds \$20,000.

Assessment Criteria

16. Applications for matched funded Heritage Grants will be assessed against the following essential criteria:
- 16.1. Accordance with the Heritage Grant Policy objective;
 - 16.2. Compliance with best practice heritage conservation;
 - 16.3. Accordance with Conservation Management Plan (where appropriate);
 - 16.4. Improvement of the external presentation of a heritage place;
 - 16.5. Promotion and enhancement of community appreciation and understanding of the heritage place;
 - 16.6. Project design and achievability, budget rigour and value-for-money;
 - 16.7. Other funding received or sought;
 - 16.8. Any development based incentives received or sought;
17. Applications for matched funded Heritage Grants will be assessed against the following desirable criteria:
- 17.1. Improvement of access to a heritage place;
 - 17.2. Heritage place forms part of a tourist or visitor attraction;
 - 17.3. Heritage place is located in an area that is planned for revitalisation or streetscape/laneway enhancement;
 - 17.4. The project facilitates the activation of a heritage place (basements, upper floors).
18. Applications for matched funded Heritage Grants for the preparation of studies, reports or advice will be assessed against the following additional criteria:
- 18.1. There is a demonstrated need for the document to inform the future retention, conservation and/or use of a heritage place.
19. Applications for fully funded Heritage Grants for the preparation of a Conservation Management Plan will be assessed against the following essential criteria:

CP 6.1 HERITAGE GRANTS

- 19.1. There is a demonstrated need for a property management tool to guide future change and inform effective decisions in relation to change in a heritage place, specifically through conservation and maintenance schedules;
- 19.2. A revised/up-dated Conservation Management Plan is required given that, since the existing document was prepared, significant development has occurred and/or the heritage values of the heritage place have changed;
- 19.3. Whether any development based incentives received for the heritage place;
- 19.4. Whether any other funding received or sought.

Application Process

- 20. Applications and supporting documents will be assessed on their merit against the assessment criteria, and rated and ranked in relation to other applications being considered for heritage grant funding in the same round.
- 21. Applications will be determined by the Council.
- 22. The Council may prioritise or place greater weight of any of the assessment criteria.
- 23. Applicants will be advised in writing of the Council's decision.
- 24. Applications that meet the assessment criteria are not guaranteed a heritage grant.

Terms and Conditions of Grant Funding

Funding

- 25. The landowner must enter into a 'Heritage Grant Funding Agreement' with the City of Perth that includes conditions pertaining to the heritage grant funding.
- 26. Subject to the terms and conditions of the Funding Agreement the City shall provide the Funding to the Landowner.
- 27. Funding shall be paid by the City to the Landowner, and used by the Landowner for the purposes for which the amount was intended, and in accordance with the approved Heritage Grant application.
- 28. For matched funded grants, the financial contribution of the landowner must, as a minimum, match the approved Heritage Grant funding amount.
- 29. In-kind funding contributions and any other grant funding received shall not be used in the calculation of the landowner contribution.

CP 6.1 HERITAGE GRANTS

30. Funding application (including three quotes) and approval runs with the Property and can be transferred to any new landowner.
31. Funding is not effective prior to the Funding Agreement being signed by all parties.
32. Funding is to be expended within 24 months of the date the Council approved the application, unless otherwise agreed by the Council.
33. Where the cumulative total of City heritage grants for a single property exceeds \$20,000 the landowner will be required to prepare a Conservation Management Plan for the heritage place.
34. Prior to the provision of funding the landowner must sign the City's Property Maintenance Agreement.
35. Funding approval is not approval to undertake work. All relevant approvals, permits and licences from relevant authorities.
36. For grant funded works, on-site acknowledgment of the City's funding shall be provided for the period of the grant funded project.
37. Publicity requests from the City in relation to the funding shall not be unreasonably withheld.
38. For grant funded documents, one digital copy must be provided to the City prior to payment of funds, and the author must grant to the City in writing perpetual, non-exclusive licence to copy, display and electronically retain the document. The City may not use the document in any way which may or is likely to bring the author into disrepute
39. The landowner agrees to the City communicating commercially non-sensitive information contained in the original Heritage Grant Application and Acquittal Report, including photographs, to the public in relation to future promotion of the Heritage Grant.
40. Unless prior approval in writing is obtained from the City, the Landowner must not use any part of the funding provided by the City for any purpose other than the purpose for which the funding is provided.

Acquittal

41. Within 6 months from the project completion, and no later than 30 months from the date the Council approved the application, a written Acquittal Report for the project must be submitted to the satisfaction of the City. The report must:
 - 41.1. Provide a detailed acquittal of how the funding has been expended and proof of payment;

CP 6.1 HERITAGE GRANTS

- 41.2. Include a tax invoice;
- 41.3. Demonstrate how the project met the original project objectives that formed the basis for the funding;
- 41.4. Demonstrate that the funding was expended after the Funding Agreement was executed;
- 41.5. Demonstrate that at least an equal direct financial contribution to the project was provided by the landowner (excluding in-kind contributions and any other grant funding obtained for the project);
- 41.6. For studies, reports, advice, or conservation management plans demonstrate how the recommendations have been, or are intend to be, implemented;
- 41.7. Include a statement of funding benefits, achievements and challenges, including photographs of the project (prior, during and after works);
- 41.8. Advise of any commercially sensitive operation details, which the City must keep confidential.

Grant Payment

42. Payment will only be made as a reimbursement on works certified as completed.
43. Payment will not be made for expenditure undertaken prior to the date that the last party signed the Funding Agreement.
44. Payment will only be made following acceptance by the City of the written acquittal report by the City.
45. The City shall endeavour to pay the funding to the landowner as soon as practicable after the acceptance of the written Acquittal Report.

Document Control Box					
Document Responsibilities:					
Custodian:				Custodian Unit:	
Decision Maker:					
Compliance Requirements:					
Legislation:	Section 6.47 of the <i>Local Government Act 1995</i> .				
Industry:					
Organisational:					
Document Management:					
Risk Rating:		Review Frequency:		Next Due:	TRIM Ref: [AP####]
Version #	Decision Reference:	Synopsis:			
1.	ELG				

CITY OF PERTH HERITAGE GRANT

FUNDING AGREEMENT

DETAILS

Parties

City of Perth
of 27 St Georges Terrace, Perth, Western Australia, 6000
(City)

Insert landowner(s)

Insert address

(landowner)

Insert Applicant

Insert address

(applicant)

Property

Insert property details

BACKGROUND

- A. The City is a local government established under the Local Government Act 1995 (WA).
- B. The landowner is the registered owner of
- C. The City is committed to assisting the owners of heritage places identified on its City Planning Scheme No. 2 register of Places of Cultural Heritage Significance in the conservation and restoration of the heritage places.
- D. The City's Policy 6.1 Heritage Grants has the stated objective:
- E. At its meeting held on the City's Council resolved to provide the Funding to for the following project:
- F. The approval of the City's Council required that the provision of the Funding be subject to the Parties entering into an agreement that specifies the conditions for the provision of the Funding.
- G. The Parties have agreed to enter into this Agreement to effect the conditions of the Funding.

AGREED TERMS

1. Defined terms

Agreement means this agreement and includes any schedules.

Acquittal Report means the document prepared by the grant recipient for the Project using the City's Heritage Grant Acquittal Report template.

Commencement Date means the date that the last of the Parties executes this Agreement.

Council Resolution means the decision made by the City's Council on to provide the Funding.

Expiry Date means 24 months after the date of the Council resolution.

Funding means the amount of of which:

(a) The amount of is to be paid by the City to the landowner under clause X.

Funding Approval date means the date of the decision of the City's Council at which the Funding was approved.

Landowner means the registered owner(s) of the property subject to this Agreement or authorised landowner representative.

Parties means the parties to this Agreement.

Project means the project described in Schedule X.

Property means the property the subject to this Agreement.

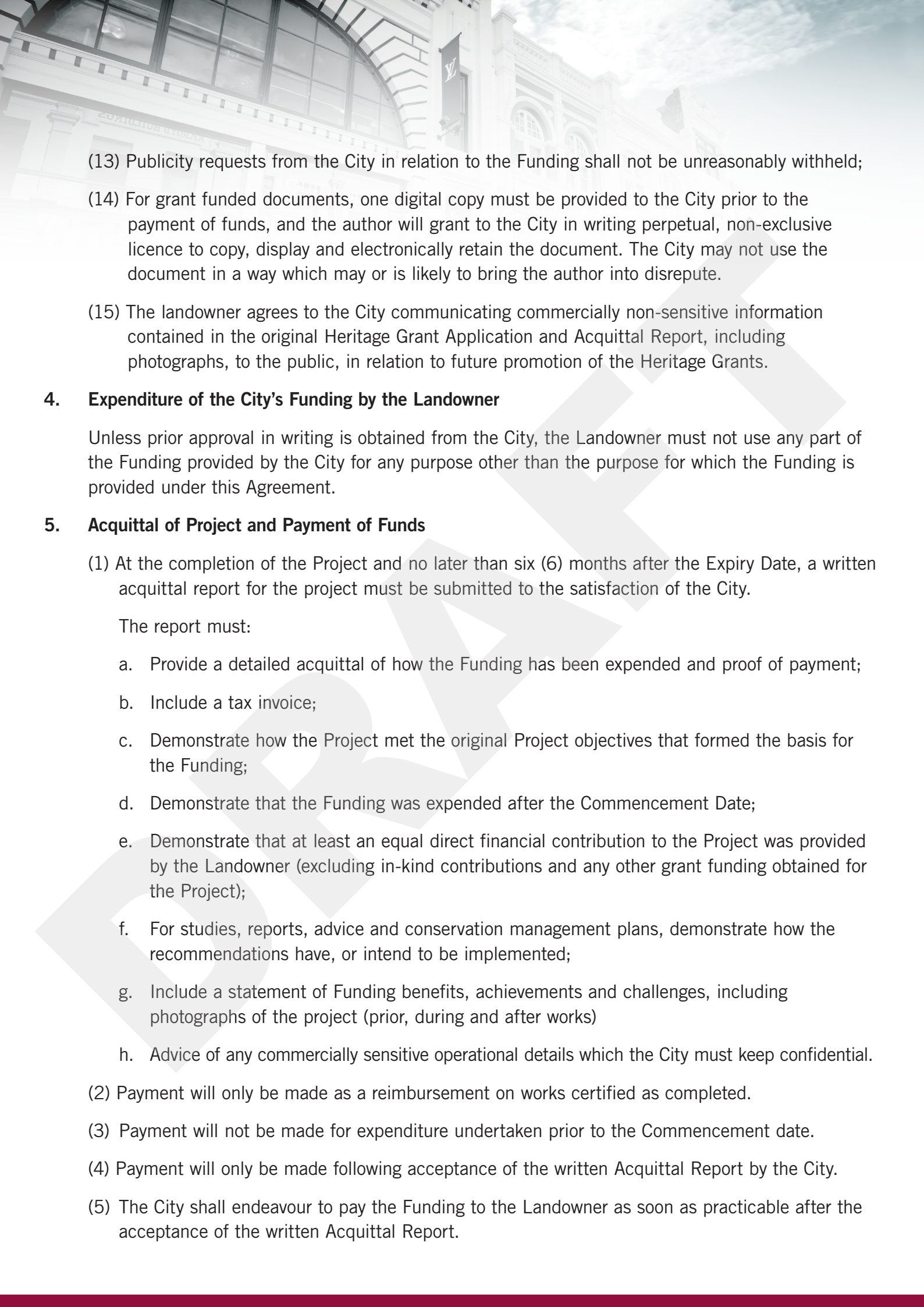
Property Maintenance Agreement means a signed agreement between the landowner and the City to maintain a property in accordance with the 'City of Perth Maintenance Schedule for Heritage Buildings,' which sets out the weekly, monthly and annual maintenance requirements for a property.

2. Commencement Date

- (1) This Agreement comes into force and effect on the Commencement Date.
- (2) Nothing in this Agreement shall be taken to bind the City to enter into a further agreement with or provide funding to the landowner in addition to that provided under this Agreement.

3. Funding

- (1) Subject to the terms and conditions of this Agreement the City shall provide the Funding to the Landowner.
- (2) Funding shall be paid by the City to the Landowner for the purposes for which this amount is to be provided by the City and used by the Landowner in accordance with the purposes set out in Schedule X.
- (3) The minimum financial contribution to the Project by the landowner must be insert amount .
- (4) In-kind funding contributions and any other grant funding received shall not be used in the calculation of the landowner contribution.
- (5) Funding application (including quotes) and approval runs with the Property and can be transferred to any new landowner;
- (6) Funding is not effective prior to the Commencement Date;
- (7) Funding is to be expended within 24 months of the date of the Council Resolution, unless otherwise agreed by the City;
- (8) Where the cumulative total of City heritage grants for a property exceeds \$20,000 the landowner shall prepare a Conservation Management Plan;
- (10) Prior to the provision of Funding the landowner must sign the City's Property Maintenance Agreement;
- (11) Funding approval is not approval to undertake work. All relevant approvals, permits and licenses must be obtained from the relevant authorities;
- (12) For grant funded works, on-site acknowledgment of the City's Funding shall be provided for the period of the Project;

- 
- (13) Publicity requests from the City in relation to the Funding shall not be unreasonably withheld;
- (14) For grant funded documents, one digital copy must be provided to the City prior to the payment of funds, and the author will grant to the City in writing perpetual, non-exclusive licence to copy, display and electronically retain the document. The City may not use the document in a way which may or is likely to bring the author into disrepute.
- (15) The landowner agrees to the City communicating commercially non-sensitive information contained in the original Heritage Grant Application and Acquittal Report, including photographs, to the public, in relation to future promotion of the Heritage Grants.

4. Expenditure of the City's Funding by the Landowner

Unless prior approval in writing is obtained from the City, the Landowner must not use any part of the Funding provided by the City for any purpose other than the purpose for which the Funding is provided under this Agreement.

5. Acquittal of Project and Payment of Funds

- (1) At the completion of the Project and no later than six (6) months after the Expiry Date, a written acquittal report for the project must be submitted to the satisfaction of the City.

The report must:

- a. Provide a detailed acquittal of how the Funding has been expended and proof of payment;
 - b. Include a tax invoice;
 - c. Demonstrate how the Project met the original Project objectives that formed the basis for the Funding;
 - d. Demonstrate that the Funding was expended after the Commencement Date;
 - e. Demonstrate that at least an equal direct financial contribution to the Project was provided by the Landowner (excluding in-kind contributions and any other grant funding obtained for the Project);
 - f. For studies, reports, advice and conservation management plans, demonstrate how the recommendations have, or intend to be implemented;
 - g. Include a statement of Funding benefits, achievements and challenges, including photographs of the project (prior, during and after works)
 - h. Advice of any commercially sensitive operational details which the City must keep confidential.
- (2) Payment will only be made as a reimbursement on works certified as completed.
- (3) Payment will not be made for expenditure undertaken prior to the Commencement date.
- (4) Payment will only be made following acceptance of the written Acquittal Report by the City.
- (5) The City shall endeavour to pay the Funding to the Landowner as soon as practicable after the acceptance of the written Acquittal Report.

6. Indemnity

The Landowner is to be solely liable for, and must indemnify the City and at all times keep the City indemnified from and against any claim which may be commenced or brought against the City or which the City may suffer or incur in connection with:

- a. any personal injury including illness to, or death of, any person arising out of or in the course of, or caused by, the carrying out of the Project;
- b. any loss, use, destruction of, or injury or damage to any real person or property (including property of the City) arising out of or in the course of, or caused by, the carrying out of the Project.

7. Default and termination

If a Party (Defaulting Party):

- a. Defaults in the performance of any term or condition to be observed or performed by the Defaulting Party, and the Defaulting Party fails to remedy such default (if it is capable of remedy) within 14 days (or such longer period as the other Party may agree in writing) after the other Party gives notice in writing to the Defaulting Party specifying the default and requiring the default to be remedied; or
- b. Goes into administration or liquidation whether compulsory or voluntary, or is wound up or a receiver or manager is appointed;

Then in any of these cases, the other Party may, by notice in writing given to the Defaulting Party, without prejudice to the other powers, rights, authorities or remedies against the Defaulting Party under this Agreement or otherwise, terminate the Agreement, but without releasing the Defaulting Party from liability for any previous breach or failure to observe or perform any term or condition of the Agreement.

8. Dispute resolution and Notices

(1) Should any disputes arise:

- a. the Party claiming there is a dispute must give notice of the dispute to the other Party identifying the dispute and providing details of it;
- b. the Parties must try to resolve the dispute through direct negotiation. If the dispute is not resolved within 14 days of the dispute notice the Parties must endeavour to settle the dispute by mediation to be conducted by a mediator independent of the Parties, appointed by agreement of the Parties within 35 days of the original dispute notice;
- c. the Parties must continue to comply with their obligations under the Agreement despite any dispute being referred to mediation, unless agreed otherwise by the Parties in writing; and
- d. Each Party shall bear its own costs in relation to resolving the dispute.

(2) Any notices or other communication which must or may be given in connection with the Agreement must be made in writing in order to be valid and delivered or sent to the address at that Party as detailed on the signing page of this Agreement. Either Party may amend its address from time to time by giving notice to the other Party.



9. Modification and Waiver

- (1) This Agreement may not be modified, amended or varied except by a document in writing signed by or on behalf of each of the Parties.
- (2) Any modification to a term or condition of the Agreement, or waiver or relinquishment of the performance of any term or condition of the Agreement, will be effective only if made in writing and executed by or on behalf of the Party granting the waiver.
- (3) A waiver of any one breach of any term or condition of the Agreement is not to operate as a waiver of any other breach of the same or other term or condition of the Agreement.

10. Entire agreement

This Agreement constitutes the entire agreement between the parties, notwithstanding prior negotiations or discussions or anything contained in any other document.

SIGNING PAGE

EXECUTED BY THE CITY OF PERTH ON

Signed on behalf of the City of Perth in the presence of:

Signature of witness:

Name of witness (print):

Address of witness:

Signature of authorised person:

Position of authorised person:

Address of authorised person:

EXECUTED BY THE LANDOWNER ON

Signed on behalf of the landowner in the presence of

Signature of witness:

Name of witness (print):

Address of witness:

Signature of authorised person:

Position of authorised person:

Address of authorised person:

*if you representing the landowner or a group of landowners, please provide evidence that you have the proper authority to act on behalf of the landowner(s).

● HERITAGE GRANT FUNDING ACQUITTAL REPORT ●

Council Policy 6.1 Heritage Grants requires grant recipients to submit a completed 'Heritage Grant Funding Acquittal Report' within six (6) months of project completion.

The purpose of the acquittal report is to confirm that the grant funding has been used for the purpose intended and as outlined in the approved application.

The acquittal report is made up of six parts:

1. Property details, grant recipient details and funding amount;
2. Project description;
3. Project evaluation (how the project met the project objectives, benefits, achievements and challenges, including photographs – prior, during and after works);
4. Statement of expenditure (includes proof expenditure affecting execution of Funding Agreement and landowner contribution (if required);
5. Recipients Declaration.

Landowner will not be considered for further City of Perth Heritage Grant funding if the acquittal requirements have not been satisfied.

Email to: info@cityofperth.wa.gov.au

Mail to: Strategic Planning Unit
City of Perth
GPO BOX C120 Perth

More information: Phone: (08) 9461 3333

Email: info@cityofperth.wa.gov.au

PROPERTY DETAILS, GRANT RECIPIENT DETAILS AND FUNDING AMOUNT

Property Details

Name:

Address:

Postal Address:

Phone:

Email:

Recipient Details

Name:

Position:

Company:

Awarded funding amount (exlc GST)

\$

PROJECT DESCRIPTION

Project Summary:

Recipient Details

Name:

Position:

Company:

Awarded funding amount (exlc GST)

\$

PROJECT EVALUATION

- 3.1 How did the project meet the project objectives as described in the approved Heritage Grant Application? (included as an attachment)

For studies, reports, advice or conservation management plans, how did the document assist in the future retention, conservation and use of a heritage place, have the document objectives been achieved, and what recommendations included in the document have, or intend to be implemented?

- 3.2 What were the benefits, achievements and challenges of the project? (included as an attachment)

For funded works, please attach copies of before, during and after photographs.

For funded documents, please attach the completed document.

STATEMENT EXPENDITURE

Please complete the budget template below to account for all actual costs of your project, and **attach copies of receipts relating to the expenditure of your grant.**

Further information and documentation may be required upon request.

Has the heritage grant funding been fully used?

☐ Yes

☐ No: Unused Amount: \$

ACTUAL INCOME

Applicant's \$ (include in kind contribution)

\$

Give details:

Other grants

(Do not include your City of Perth Heritage Grant here)

\$

Any other income

\$

Give details:

City of Perth Heritage Grant

\$

Total:

\$

ACTUAL EXPENDITURE

Please indicate with an * the items that your grant was used to fund or part fund.

Item

Total Cost (Include GST)

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Total:

\$

*Please attach a separate page if you require additional space.

RECIPIENTS DECLARATION

Any person signing this acquittal report certifies that the person has the authority to do so.

As the landowner or authorised landowner representative:

- To the best of my knowledge, information detailed in this report (and relevant attachments) is true and correct
- I may need to provide additional information on the funded project, event or activity if required.

Name:

Company & Position:

Signature:

Date:

Supporting Document Checklist

- ☐ Receipts or paid invoices for funded works
- ☐ relevant approvals, licenses and permits

● PROPERTY MAINTENANCE AGREEMENT ●

This Agreement is between the City of Perth and the landowner for

property address

1. As the Landowner, I agree to maintain the above property in accordance with the attached Maintenance Schedule.
2. If the City of Perth determines that proper care of the property is not being maintained, the landowner will be asked to address specified issues within a given time period. If no action is taken to resolve the issues, the City will withhold any unpaid heritage grants and prevent the owner from receiving being awarded heritage grants until the issues are resolved.

I the landowner/ authorized landowner representative agree to the conditions detailed above.

Print Name:

Company & Position:

Signature:

Date:

● MAINTENANCE SCHEDULE FOR HERITAGE BUILDINGS ●

WEEKLY

A weekly maintenance routine should include a check for general presentation and cleanliness, particularly in parts of the building adjacent to public spaces. In particular this should cover:

- Removal of graffiti
- Clearing of litter and vegetation
- Checking general cleanliness
- Ensuring that no locks or windows have been tampered with
- Replacing any broken windows

MONTHLY

A monthly maintenance check should look at areas that may be affected by wear- and-tear or that may be a risk to the occupants or public. During winter or severe weather, additional attention should be focussed on maintaining the building's weatherproofing. The monthly inspection schedule should include:

- Trip hazards from worn carpets, loose tiles or uneven paving slabs
- Security and fire detection equipment
- Emergency and external lighting
- Loose or missing roof tiles or shingles
- Blockage or damage to gutters and downpipes
- Evidence of activity by pests, especially termites
- Ensuring that awnings / canopies are secure
- Tidying of gardens and public spaces, particularly in unoccupied buildings

ANNUAL

Annual maintenance should include overall checks for evidence of change to the building and setting up maintenance for the following year. Work should be carried out to:

- Renew pest control and buildings insurance
- Ensure arrangements for security and fire prevention are in place, especially for unoccupied buildings
- Assess changes to loose brickwork, stone lintels, pointing etc and plan remedial action
- Check for cracks in render – repair if necessary
- Check paintwork and refresh if required
- Check for signs of damp, assess causes and arrange remedial action
- Check roof space for damage and pests and take remedial action if required
- Monitor mechanical systems (air conditioning etc) – repair if necessary
- Check for rust and damage to metalwork - repair if necessary

CONSERVATION PLAN/MANAGEMENT PLAN/ HERITAGE AGREEMENTS

Maintenance and/or urgent repairs as specified within a Conservation Plan, Management Plan or Heritage Agreement should be undertaken in accordance with the terms of the plan or agreement.

*Please keep a copy of this schedule for future reference



CITY of PERTH

HERITAGE

HERITAGE GRANTS

WHAT ARE HERITAGE GRANTS?

The City of Perth acknowledges that the retention and conservation of heritage places has an important role to play in protecting the environment, creating vibrant communities and sustaining local economies. Together, the City of Perth and property owners must ensure that the valuable asset of our heritage is respected and celebrated.

Heritage Grants a key component of the City's Heritage Incentive Program and is primarily focused on the conservation, rather than maintenance of heritage places.

Match funded Heritage Grants towards the conservation of a heritage place may be provided up to a maximum of \$40,000 every five (5) years (capped at \$90,000). Fully funded grants up to \$20,000 may be provided for the preparation of a Conservation Management Plan.

WHAT IS THE OBJECTIVE OF THE HERITAGE GRANTS PROGRAM?

The primary objective of the heritage grant program is to support, assist and encourage owners to conserve and continue the active use of heritage places.

WHAT PROJECTS CAN RECEIVE HERITAGE GRANTS?

- Reconstruction and restoration of significant heritage fabric that is visible from the public realm;
- Façade works that visually reconnect the ground floor to intact upper floors;
- Replacement of significant heritage fabric with new fabric using tradition materials and building techniques;
- Works required to stabilise a place;
- Removal of non-structural intrusive elements, that are visible from the public realm;
- Interpretation that reveals or enhances an understanding of the cultural heritage significance of a place, where the cultural heritage significance of a place is not readily apparent.
- Studies, reports or advice that informs the future retention, conservation and use of a heritage place;
- Conservation Management Plans.

WHO IS ELIGIBLE TO APPLY?

The City of Perth is welcoming applications from all owners of ratable heritage places located within the City of Perth Local Government Area. To be considered for a grant, the applicant must be the landowner of a ratable property (or have proper authorisation to act on behalf of a landowner) that is listed as Heritage Place in the City of Perth City Planning Scheme or in the Metropolitan Redevelopment Authority heritage inventory.



CITY OF PERTH LOCAL GOVERNMENT AREA

The property must be a ratable property located within the City of Perth Local Government Area (Northbridge, West Perth, East Perth, CBD, or Crawley).

THE CITY OF PERTH WILL NOT CONSIDER APPLICATIONS WHERE THE:

- Property is outside of the City of Perth Local Government Area;
- Property is a non-heritage or non-contributory in a Conservation Area;
- Property is not ratable;
- Property has received a City of Perth Heritage Grant exceeding \$40,000 within the past five (5) years (excluding grants for a Conservation Management Plan);
- Property has received a cumulative total of \$90,000 in heritage grants from the City of Perth.
- Property is the subject of a previous City of Perth Heritage grant that has not been acquitted;
- Applicant has an outstanding rate debt to the City of Perth;
- Application is for retrospective funding of commenced or completed works;
- Application does not address the assessment criteria or is incomplete.

ITEMS NOT SUPPORTED FOR GRANT FUNDING:

- Maintenance works;
- The installation of services, temporary fencing or scaffolding;
- Works associated with the operation of a business including the purchasing of equipment;
- New buildings, additions or extensions;
- Documentation or works associated with a Bonus or Transfer of Plot Ratio.



16 Queen Street, Perth, WA; Architect: Matthews & Scavalli Architects



One40william, Corner William and Murray St Mall Street, Perth WA; Architect: HASSELL

HOW ARE HERITAGE GRANT APPLICATIONS ASSESSED?

Applications for Matched Funding Heritage Grants will be assessed against the following criteria:

ESSENTIAL

- Accordance with the Heritage Grant Policy and the Conservation Management Plan for the place (where appropriate);
- Compliance with best practice heritage conservation;
- Improvement of the presentation of a heritage place;
- Promotion and enhancement of community appreciation and understanding of a heritage place;
- Project design and achievability, budget rigour and value for money;
- Other funding received or sought;
- Any development based incentives received from the City.

Applications for the preparation of studies, reports, advice and Conservation Management Plan will be assessed against the demonstrated need for the document.

DESIRABLE:

- Improved access to a heritage place;
- The place forms part of a tourist or visitor attraction;
- The property is located in an area that is planned for revitalization or streetscape/laneway enhancement;
- The project facilitates activation of a heritage place (upper floors, basements).



PAYMENT TERMS AND CONDITIONS

In order to receive the grant, all successful applicants must sign a 'City of Perth Heritage Grant Funding Agreement' that details the funded project and approved items (including grant and owner contribution amounts), and the conditions. A summary of which is provided below:

- The heritage grant runs with the property;
- Funding shall only be used for the approved grant funded project;
- The landowner must, as a minimum, match the heritage grant;
- The project must be undertaken and expended within 24 months of being awarded;
- The grant must not be used for reimbursement of a commenced or completed project;
- Where grants exceed \$20,000 the landowner must prepare a Conservation Management Plan;
- The property must be maintained in accordance with the City's Maintenance Agreement;
- All relevant approvals, permits and licenses must be obtained for the funded works;
- There must be on-site public acknowledgment of the heritage grant and meet any other publicity requests;
- Funded documents must be prepared by a recognised professional and in accordance with industry standards;
- A digital copy of funded documents must be provided and the City granted perpetual, non-exclusive license to copy, display and electronically retain the document;
- Successful applicants must submit a 'Grant Acquittal Report' within 30 months of application approval. The report must include a tax invoice and accurately report on funded project including, expenditure, benefits, achievements, and challenges.



Mcness Royal Arcade, 611-619 Hay Street Mall, Perth



Mcness Royal Arcade, 611-619 Hay Street Mall, Perth

• APPLICATION CHECKLIST •

ELIGIBILITY CHECKLIST

- ☐ The property is a rateable heritage listed place located within the City of Perth Local Government Area (Northbridge, West Perth, East Perth, CBD, or Crawley).
- ☐ You have read Council Policy 6.1 Heritage Grants.
- ☐ For conservation works and studies/advice, I will make at least an equal financial contribution to the project (as the grant funding amount provided by the City of Perth).
- ☐ There are no outstanding or unclaimed City of Perth heritage grant for the property.
- ☐ The grant funding is not sought for general maintenance, the purchase of temporary equipment and is not required for normal business operations.
- ☐ The grant funding is not for reimbursement of works already underway or completed.
- ☐ The property has full value building insurance.

DOCUMENT CHECKLIST

The following documents must be submitted for all applications:

- ☐ Statement addressing the policy objective.
- ☐ Statement addressing the assessment criteria.
- ☐ Project Scope including project description, objectives and timetable (tangible outputs, funding stages, phasing and milestones).
- ☐ A succinct current property report.
- ☐ Itemised Budget including the cost breakdown structure and how the grant and recipient contribution will be distributed.
- ☐ Three quotes from relevant professionals.
- ☐ Evidence of full value building insurance cover for the property.
- ☐ A 'Statement by Supplier' form from Australian Taxation Office (if no ABN).
- ☐ A Conservation Management Plan where the cumulative total of heritage grants received exceeds \$20,000.



125 St Georges Terrace, Perth WA, Architect:: HASSELL and Fitzpatrick + Partners

• APPLICATION FORM - HERITAGE GRANTS •

APPLICANT DETAILS*

Name:

Company:

Relationship to Company/Property:

Address:

Phone:

Email:

ATO ABN or Statement by Supplier:

LANDOWNER DETAILS (IF SAME AS ABOVE WRITE 'AS ABOVE')

Name:

Company:

Relationship to Company/Property:

Address:

Phone:

Email:

ATO ABN or Statement by Supplier:

*if the applicant is not the landowner evidence must be provided to demonstrate that the owner(s) has given the applicant proper authority to act on their behalf.

PROPERTY DETAILS

Property Name:

Property Address:

Heritage Listing Status:

Certification of Title or Crown Lease Number:

PROJECT DETAILS

Funding Type (Select One):

- ☐ Conservation Works
- ☐ Study/Report/Advice
- ☐ Conservation Management Plan

Funding Amount:

Total Project Cost:

Any other funding amount received or sought:

Project Title:

Estimated Start and completion dates:

Include the following as attachments:

- Project summary, scope and budget;
- Statement addressing policy objectives;
- Statement addressing the assessment criteria;
- Current property condition report;
- Three quotes from relevant professionals;
- Evidence of building insurance; and,
- Statement of Disclosure if required.

APPLICANT DECLARATION

☐ I declare that I **do not** have any matters which might give rise to a real or perceived conflict of interest and that I **have not** sought or received other funding or financial or development based incentives for the property.

OR,

☐ I declare that I **have** matters which might give rise to a real or perceived conflict of interest and/or I **have** sought or received other funding or financial or development based incentives for the property.

Please describe any known relationships between the property owner (or authorised representative), managing agent or lease with the quote providers, and/or any other funding or financial or development based incentives sought or received by the City of Perth or other body for the property (include as attachment).

By signing below I certify to the best of my knowledge that I have disclosed any relevant information, and the statements made in this application are true. I understand that should this application be accepted, I would be required to accept the conditions of the grant. I acknowledge that the City of Perth's acceptance or refusal of this grant application is final and is not subject to an appeal process. Where the applicant represents the landowner or a group of landowners, I certify that I have proper authorisation to act on their behalf.

Name:

Company & Position:

Signature:

Date:

SUBMIT

Submit the completed application, marked 'Confidential' to:

Strategic Planning Unit
City of Perth
G.P.O. Box C120, Perth Western Australia 6839

or via email to info@cityofperth.wa.gov.au.

DEADLINE:

Please check the City of Perth website or contact the City of Perth for the current due date for applications.

A pdf version of this document can be viewed and is available for download from the City of Perth website (www.cityofperth.wa.gov.au). The document can also be made available in alternate formats by calling +618 9461 3333 or emailing info.city@cityofperth.wa.gov.au.

While the City of Perth makes every effort possible to publish full and correct credits for each work included in this volume, errors of omission and commission may sometimes occur. For this we are regretful, but hereby must disclaim any liability.

FURTHER INFORMATION

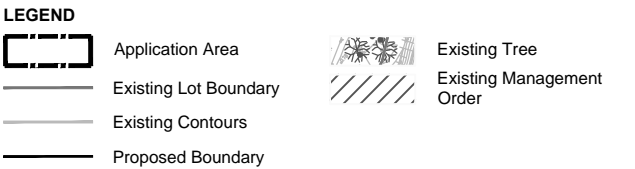
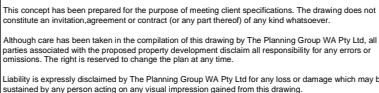
For more information on heritage listing, including how to nominate your property and the available incentives and assistance for owners please visit www.perth.wa.gov.au/planning-development/heritage or contact the City's Heritage Officer on (08) 9467 3333.



LANGLEY PARK WESTERN SECTION – WONDERLAND MUSIC EVENT



2015/5225 – WATERBANK SUBDIVISION – LOCATION PLAN



TOTAL **66630m²**



SCHEDULE 8

Perth City Food Truck Trial Feedback from Comida do Sul

Overall the trial was a great success! We worked hard at being consistent with our locations and committed to trading 3 days per week for the entirety of the trial.

Our locations during the trial;

Wednesday - Bill Graden Reserve, 11-2pm

Thursday - Wellington Square, 11-2pm

Friday - Wellington Square or Langley Park, 11-2pm

We believed that focusing on set weekly locations is the best way to build consistency with our clientele. We believe the consumer wants to know where the trucks will be as a weekly set schedule, so they can add us into their daily choice of food options in the area. Take the Bill Graden Reserve location, this was one of the most consistent locations in terms of profitability, from the on set we had a large numbers (up to 60 covers) and we noticed that it was the same people coming back every wednesday. This location as well as the Wellington square location where the most successful as there were limited quality food suppliers in the area.

The corporate lunch crowd should be a continued focus for the food trucks, as this is where demand is highest. They are connected in the social media's (which is how we promote our businesses) and from what we have been told, the food trucks are a breath of fresh air into their days as they can come out of the office, sit on the grass with a colleague and enjoy quality affordable food.

Lunch Trading

I personally believe that the above locations are the only viable spots in the trial for trucks to trade. The langley was the worst of the three, I truly thought that the langley locations would of been successful but we didn't manage to break even on the days we we traded. This comes down to a couple of factors; proximity to lunch crowd, it is a little far out to see and walk to, for the people close by so this limits the numbers as the lunch break time for most businesses is 30 minutes, of which the customers doesn't want to be, walking, waiting and eating the food. This was something we learnt during the trial and made an effort to increase our production time, we simply found that the closer to the offices the more customers.

I would like to propose some more central locations in the heart of the city. I understand that we don't want to have food trucks next to existing businesses, but I think we can easily find some suitable locations in the heart of the CBD. I will provide some examples of locations I think could work.

Night Trading

We are currently managing two food trucks and unfortunately didn't get to trial night time trading in the food truck trial. I did however liaise with the other guys who gave it a go and it was definitely not a profitable channel. The russell square location that opened up after

Fringe World, was trialled multiple times and it simply wasn't working. The Motorcycle car park opposite the square was also un viable as we can't 'hope' that it will be free at night for us, we simply have too much back end preparation to be let down.

We need to create a Food Truck Hub Location - Multiple food trucks in the same place at the same time. this will create a real energy and buzz and give people a reason to travel to as there are multiple food options. This doesn't need to be to central as I believe with the multiple trucks together, we can pool enough people using our social media pages. If this was a Friday night thing I think it could be a real winner. For example, Russell Square 4-5 trucks. Or any where along Roe street.

Top Points

More than one truck in locations - Makes more of a food hub, gives people more choice, creates a 'destination'. Easier to market.

High density locations - more central, higher turnovers, our margins are very high running a food truck and need large turnover of covers to produce a profit.

Add to Lunch Locations - Most successful, Wellington Square and Bill Graden, this wont be enough for all trucks to rotate through especially if only one at a time.

Locations to consider

Elizabeth Quay - incorporate a food truck destination into site

New northbridge link - incorporate a food truck destination into site

Thanks for letting us be apart of the trial

Joel & Dani

SCHEDULE 9

Perth Food truck trial feedback : Eat no Evil

All in all we think the Food truck trial was a great success with the feedback from the Perth people all being positive.

We tried a few different locations including Bill Graden reserve, Langley park 1 and 2, Wellington square and Havelock reserve. We also experienced engine trouble with the food truck during the middle of the trial and were unable to trade for a couple of weeks.

We found that constantly being in one location at the same time every week was the most effective in drawing in customers, with people 'stumbling upon us' and then telling colleagues and returning the next weeks. Customer satisfaction with price point and quality of food seemed good with most people buying a side and a drink and sitting at the location to enjoy their meal.

I think with more than one truck being able to trade at one location would benefit the food trucks because it draws more attention, enables us to combine our followers and also guarantees that there will always be a truck at the location in case of truck failure. It benefits the consumer because they are able to try a different style of food every week, promotes a healthy competition between vendors to keep a high standard of product, and creates a fun and dining experience.

Attending to the office clientele is a great idea as they have a large networking capacity and it is easy to communicate with them as they are usually connected to social media most of the day.

Some of the spots were definitely not effective as they were too far away from the foot traffic (Henderson island), or sharing with motorcycle parking spots which means there is a chance we might get to the spot and not be able to set up. I think this style of allocating spots only works if there are many locations like this in the same area.

The overall support and exposure of the trial has been huge and for a city that is trying to focus on forward thinking, cultural and art and activation of laneways and public spaces, Food trucks are an inevitable addition to the streetscape. If we regulate this industry properly from the start and help grow a street food culture then the people of Perth can benefit all year round.

We suggest designated, marked out food truck spots with room for 2-3 or more trucks, maybe focusing on a select few spots to start then adding more as the amount of trucks grow. Using these spots in the new plans for the city like the Elizabeth quay and new Northbridge developments over the train station can highlight a NEW and exciting direction that the city is taking to bring people to the streets. If there is more of a 'hub' style of location then it doesn't have to be right in the centre.

We also need to create a specific app or device for tracking the Perth trucks from all media platforms. This can be promoted to visitors of the city to help them explore what the city has to offer and the amazing mix of culture on show.

We would like to thank the city for this exciting opportunity and look forward to being on the streets in full force this summer.

Regards, Ben Foss, & Ben French

Eat no evil.

Western Australia

City of Perth Food truck trial Feedback

Food truck trial was great! Thanks again for letting us be part of it. Sorry for the lack of feedback from ourselves.

We've only been profitable in 2 locations really, which were Bill Graden most on the time, and sometimes Russel Square. For lunch only.

Evenings were not successful, we've only tried once or twice though. Lunch in other spots were far too quiet. We had days at Langley park with 1 or 2 meals sold.... which was quite a loss.

Response was great though! Everybody who had lunch at the truck were delighted to be offered something different at affordable price. After a while we had "regular" customers who would know where we were and started chasing the crepe van in the city. We tried to stick to a schedule which was good. that's only when we stopped trading that we realised that people were asking "where are you trading today" because they couldn't find us at our usual location.

For food trucks to be successful it seems paramount to

- get spots where it's busier
- allow 2 or 3 food truck at a same spot. It creates a vibe and attracts more people.
- Have a more visible way to track trucks in the city. Because facebook only broadcast to a small amount of followers (you have to pay if you want ot reach more of your followers...) people kept asking where the trucks were.

It was a great experience.

Even though we're not operating anymore, I truly hope that this will lead to having food trucks more present in Perth City. It's good for the people and the City!

Once again, we had tremendous response from customers.

Thanks more having made us part of it.

Best Regards
Tom.

Tom Montmayeur
Little Luis- Crepes

SCHEDULE 11

Dear Officer,

With reference to our telephonic conversation on 23 April 2015. Thank you for your valuable time to discuss the concerns affecting our business.

To reiterate the major items discussed. We would like to raise our concerns regarding the Food Truck that has been operating at Wellington Square on a weekly basis.

Johns Food and Liquor is serving locals from last 50 years & we as Ray Brothers Pty Ltd have taken over the business from last one year.

We have noticed a steep decline in our food sales on the same days as when this truck operates. This is obviously as the Food truck sells food at a cheaper rate than ours.

You will no doubt appreciate that as a business we have large overheads (approx. \$ 8500 per month) Besides Rent, Utilities and Salaries we also pay Government taxes (Council rates, Water rates, Land taxes etc) amounting to \$ 1400 per month.

These costs hamper our ability to compete in our product prices with a Food truck that most likely only pays for Parking fees

We are trying to develop our new business to offer a permanent convenience to the neighbouring residential and commercial areas however the above factors are seriously affecting us.

We would like to appeal to the City of Perth to consider our case and look for a solution that is convenient to all concerned

We are willing to discuss this further with you.

You can get in touch with us on the below contact numbers /email ids

Look forward to hearing from you soon

Thanks and regards

Regards

Vikrant Sharma (Director)
Ray Brothers Pty Ltd
Cellarbrations @East Perth T/A Johns Food and Liquor
144 Bennette St, East Perth, WA 6004



HERBERT
SMITH
FREEHILLS

Deed

Mall Management Agreement – Kings Square - Mall Reserve

DEXUS Funds Management Ltd (**Developer**)

City of Perth (**City**)



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Mall Management Agreement – Kings Square – Mall Reserve

Date ►

Between the parties

DEXUS Funds Management Ltd as trustee for the DEXUS Kings Square Trust

ACN 060 920 783 of Level 25, Australia Square, 264 George Street, Sydney, New South Wales

(Developer)

City

City of Perth

of GPO Box C120, Perth Western Australia 6000

(City)

Recitals

1. Pursuant to the subdivision approval dated 15 December 2011 issued by the Western Australian Planning Commission under Application 143700, the public open space area shown as a mall reserve between the lots known as KS2 and KS3 on the plan set out in Schedule 2 will be transferred to the Crown for use as a mall reserve.
 2. The City will receive care, control and management of the Mall Reserve pursuant to the Management Order.
 3. The parties agree that the Mall Reserve will be used and managed as set out in this deed.
-

The parties agree as follows:



1 Definitions and Interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Business Day	a day on which banks are open for business in Perth excluding a Saturday, Sunday or public holiday in that city.
Local Laws	shall include any existing local laws and any local laws to be implemented by the City in respect of the use of the Mall Reserve by the general public.
KS1	the Kings Square mixed use building known as KS1 as shown on the plan in Schedule 2.
KS1 Loading Dock	the loading dock for KS1 shown on the plan in Schedule 2.
KS2	the Kings Square mixed use building known as KS2 as shown on the plan in Schedule 2.
KS3	the Kings Square mixed use building known as KS3 as shown on the plan in Schedule 2.
KS3 Temporary Access Period	the period between practical completion of KS3 and the completion and gazetting of the proposed extension of King Street in the Kings Square development as a public road.
KS3 Temporary Loading Area	the temporary loading area shown on the plan in Schedule 3.
Mall Reserve	the mall reserve between the lots known as KS2 and KS3 on the plan set out in Schedule 2.
Management Order	the management order registered in respect of the Mall Reserve.



Term	Meaning
Operations and Access Procedures	the procedures set out in Schedule 4 for the day to day operations of and access to the Mall Reserve.
Pedestrian Access Plan	a plan for the safe management of pedestrian access, safety and security in the Mall Reserve.
Special Events	Large capacity events at the Perth Arena, Wellington Street and/or Yagan Square as agreed by the parties in accordance with clause 3.1(c) and/or 4(c).
Transitional Period	the 12 month period commencing from practical completion of KS1 or KS3 (whichever is first to occur).

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of this deed;
- (b) words importing a gender include every gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate under any Act;
- (e) a reference to a party, clause, Schedule or Attachment is a reference to a party, clause, Schedule or Attachment to this deed; and
- (f) no provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision.

2 Management and Use of Mall Reserve

2.1 Management of Mall

Subject to the terms of this deed, the City is responsible for the care, control and management of the Mall Reserve following registration of, and pursuant to the Management Order, and must undertake all maintenance, repair, cleaning and upkeep of the Mall Reserve required to ensure that the Mall Reserve is kept in good condition, clean and safe for public use.



2.2 Use restrictions and by-laws

- (a) The Developer must comply with any restrictions on the use of the Mall Reserve set out in the Management Order.
- (b) Subject to clause 11, the parties acknowledge and agree that the provisions of any Local Laws will override this deed to the extent that any provision of the Local Laws may be inconsistent with this deed.
- (c) The City acknowledges and agrees that the following requirements agreed by the parties will be incorporated into the By-laws:
 - (1) Smoking is not permitted in the Mall Reserve;
 - (2) Skateboards, roller skates, roller blades and scooters must not be used in the Mall Reserve.

2.3 Obstruction and temporary closure of Mall Reserve

- (a) Except in the case of an emergency, the City shall not restrict the rights granted to the Developer under this deed, even on a temporary basis, for example, where repairs are required to the Mall Reserve.
- (b) In the case of emergency any temporary closure or obstruction of the Mall Reserve shall not occur without the prior written approval of the Developer, which approval must not be unreasonably withheld or delayed.

2.4 Security

The City is responsible for implementing security arrangements for the Mall Reserve, including, without limitation:

- (a) coverage by the City's rangers until 10pm (Monday to Saturday)/7pm (Sunday);
- (b) enforcing Local Laws; and
- (c) video surveillance (CCTV) 24 hours a day, seven days per week in order to monitor for anti-social behaviour and emergencies.

2.5 Operations and Access Procedures

- (a) The Developer and the City must manage the day to day operation and access to the Mall Reserve in accordance with the Operations and Access Procedures.
- (b) Within 20 Business Days of a request by either party (or as soon as reasonably practicable in the case of an emergency), the City and the Developer must meet to review the Operations and Access Procedures and discuss any amendments reasonably required by a party to any systems, practices, procedures or other items specified in the Operations and Access Procedures.
- (c) The Operations and Access Procedures must be updated to include any amendments agreed pursuant to clause 2.5(b) and the Developer and the City must implement the updated Operations and Access Procedures as soon as the amendments are finalised.



3 Access to KS1 Loading Dock

3.1 Developer Access

- (a) The City grants to the Developer and the Developer's officers, employees, contractors, agents and invitees, unrestricted access and egress across the Mall Reserve to the KS1 Loading Dock, except:
 - (1) from 11:30am to 2pm Monday to Friday;
 - (2) from 6pm to 9pm Friday;
 - (3) in the case of an emergency; and
 - (4) during Special Events.
- (b) The Developer shall develop a communication framework outlining how the Developer will liaise with representatives of the Perth Arena and Yagan Square so as to overlay Special Events with the KS1 delivery schedule.
- (c) The City shall use its best endeavours to ensure that although the Developer's access to the KS1 Loading Dock during Special Events may be restricted, some form of reasonable access to the KS1 Loading Dock must still be provided during Special Events.

3.2 Transitional Period

- (a) During the Transitional Period, to enable completion of works and fit outs of tenancies to occur in KS1 and KS3, the City:
 - (1) grants to the Developer and the Developer's officers, employees, contractors, agents and invitees, access to the Mall Reserve 24 hours a day, 7 days a week; and
 - (2) acknowledges and agrees that there will be large vehicles accessing and parked in and in the vicinity of the Mall Reserve to enable works and fit outs to be undertaken.
- (b) The Developer is responsible for the cost of repairing all damage to the Mall Reserve during the Transitional Period that can be attributed to operatives or vehicles relating to:
 - (1) a KS1, KS2 or KS3 base build contractor (being Broad, Probuild or John Holland); and
 - (2) a fit out contractor or vehicle servicing or delivering to KS1, KS2 or KS3.
- (c) Without limiting clause 2.1, the City is responsible for:
 - (1) repairing all damage to the Mall Reserve that the Developer is not responsible for repairing under clause 3.2(b) during the Transitional Period, including any damage caused by a member of the public or another vehicle; and
 - (2) repairing all damage to the Mall Reserve after the Transitional Period.



4 KS3 – Temporary Access Arrangements

During the KS3 Temporary Access Period :

- (a) the City grants to the Developer and the Developer's officers, employees, contractors, agents and invitees, the right to use the KS3 Temporary Loading Area for loading and service vehicle access for KS3 and to have unrestricted access and egress across the Mall Reserve to the KS3 Temporary Loading Area, except:
 - (1) from 11:30am to 2pm Monday to Friday;
 - (2) from 6.00pm to 9.00pm Friday;
 - (3) in the case of an emergency or where such obstruction or temporary closure of the Mall Reserve or any part thereof may be reasonably necessary for the safety and protection of any person; and
 - (4) during Special Events;
- (b) the Developer must develop a communication framework outlining how the Developer will liaise with representatives of the Perth Arena so as to overlay Special Events with the KS3 delivery schedule; and
- (c) the City shall use its best endeavours to ensure that although the Developer's access to the KS3 Temporary Loading Area during Special Events may be restricted, some form of reasonable access to the KS3 Temporary Loading Area must still be provided during Special Events.

5 Meetings

5.1 Initial meetings

- (a) Within 20 Business Days of the first business commencing operations in the Mall Reserve, the Developer and the City must meet (which meeting may be convened by either party) to discuss any issues arising in relation to this deed or the Mall Reserve.
- (b) Within 20 Business Days of the first resident occupying residential premises in the Mall Reserve, the Developer and the City must meet (which meeting may be convened by either party) to discuss any issues arising in relation to this deed or the Mall Reserve.
- (c) The meetings must be attended by representatives of each party and any other person that a party reasonably requires to attend as an invitee.
- (d) If as a result of discussions at the meetings, the parties agree to changes to the Operations and Access Procedures, the Pedestrian Access Plan or any matter associated with or comprised in this deed, the parties must formally record the agreed change in an appropriate document, amend the Operations and Access Procedures or the Pedestrian Access Plan or vary this deed, as may be appropriate.



5.2 General meetings

- (a) The Developer and the City will hold meetings for discussion of management issues as agreed between parties or within 20 Business Days of a request by either party (or as soon as reasonably practicable in the case of an emergency), to discuss:
 - (1) management issues associated with the Mall Reserve;
 - (2) safety or security issues;
 - (3) access issues;
 - (4) any proposed change to the Operations and Access Procedures or the Pedestrian Access Plan;
 - (5) issues arising from Special Events;
 - (6) proposed changes to Local Laws; or
 - (7) any issue arising in relation to this deed or the Mall Reserve.
- (b) The meetings must be attended by representatives of each party and any other person that a party reasonably requires to attend as an invitee.
- (c) If as a result of discussions at the meetings, the parties agree to changes to the Operations and Access Procedures, the Pedestrian Access Plan or any matter associated with or comprised in this deed, the parties must formally record the agreed change in an appropriate document, amend the Operations and Access Procedures or the Pedestrian Access Plan or vary this deed, as may be appropriate.

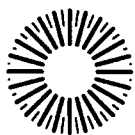
5.3 Meetings regarding Special Events

- (a) At least once every 6 months, the Developer and the City will hold a meeting for (which must be convened within 20 Business Days of a request by either party) to discuss the schedule of any upcoming large capacity events at Perth Stadium and Yagan Square, and agree (both parties acting reasonably) which of these events will be designated as Special Events.
- (b) The meetings must be attended by representatives of each party and any other person that a party reasonably requires to attend as an invitee, including representatives of the Perth Arena and Yagan Square.

6 Indemnities and insurance

6.1 Indemnities

- (a) The Developer shall be liable for and must indemnify the City against any loss suffered by the City or damage to any property or personal injury to or death of any person in the Mall Reserve, to the extent caused by any act or omission of the Developer or its service vehicles, agents, employees or invitees accessing the KS1 Loading Dock or the KS3 Temporary Loading Area.
- (b) The Developer shall be liable for and must indemnify the Minister for Lands against any loss suffered by the Minister for Lands or damage to any property or personal injury to or death of any person in the Mall Reserve, to the extent



caused by any act or omission of the Developer or its service vehicles, agents, employees or invitees accessing the KS1 Loading Dock or the KS3 Temporary Loading Area.

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

6.2 Insurance

- (a) The Developer must:
- (1) effect and maintain or cause to be effected and maintained with insurers approved by the City (noting the City's and the Developer respective rights and interests in the Mall Reserve) an adequate public liability insurance (**Policy**);
 - (2) ensure such public liability insurance shall be in the sum of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) (**Insured Sum**) in respect of any one claim or such greater amount as the City may from time to time reasonably require;
 - (3) ensure that the City is named as a beneficiary of the Policy and that the Policy shall cover the City for the Insured Sum for any one event in respect of injury or loss both to persons and to property;
 - (4) ensure the Policy shall cover the City for all claims (but without limiting the generality of the foregoing) for loss or damage to property not owned by the Developer and also for any loss or damage to property not under the physical or legal control of the Developer and in respect of all claims relating to contractual liability and such other risks as the City might reasonably nominate at the time of entry into this Agreement; and
 - (5) advise the City of any changes to the Policy or any cancellation of the Policy.
- (b) The Developer agrees that the City shall not be liable for any payments whatsoever (including any excess on claims) in respect of such insurance under this **clause 6.2**.
- (c) The Developer acknowledges and agrees with the City that the Developer or any Authorised Person will not be permitted access to the Mall Reserve unless a certificate of currency of the Policy has been provided to the City.

7 Restrictions on Disposal

- (a) The Developer covenants and agrees with the City that it must not sell, transfer, mortgage, assign or otherwise dispose or, or charge or encumber any part or interest in KS1 and KS3 (during the KS3 Temporary Access Period only) separately or in part unless the person to whom any right or interest in KS1 or KS3 is to be granted has first entered into a deed with the City in a form reasonably required by the parties, under which that person agrees to comply with the provisions of this deed as they apply to the respective land acquired by that person.



- (b) Notwithstanding clause 7(a), the Developer may enter into leases or licences for any part of KS1 or KS3, without complying with clause 7(a) if the grant of that lease or licence is contemplated by an agreement for lease in existence as at the date of this deed or provided that any such lease or licence must:
 - (1) be consistent with the Developer's obligations under this Deed; and
 - (2) reserve to the Developer the power to cause the lessee or licensee to do anything required of it in order for the Developer to comply with this deed.
- (c) Subject to clause 13, the City agrees to promptly execute and to comply with the obligations set out in any deed procured pursuant to clause 7(a).

8 Developer's Limitation of Liability

8.1 Trustee

DEXUS Funds Management Limited ABN 24 060 920 783 (**the Trustee**) enters into this deed in its capacity as trustee of DEXUS Kings Square Trust (the Trust).

8.2 Limitation of Trustee's Liability

The parties acknowledge and agree that:

- (a) the Trustee enters into this deed in the capacity stated in clause 8.1 and in no other capacity.
- (b) except in the case of any liability of the Trustee under or in respect of this deed resulting from the Trustee's own fraud, negligence or breach of trust, the recourse for any person to the Trustee in respect of any obligations and liabilities of the Trustee under or in respect of this deed is limited to the Trustee's ability to be indemnified from the assets of the Trust; and
- (c) if any party (other than the Trustee) does not recover the full amount of any money owing to it arising from non-performance by the Trustee of any of its obligations, or non-payment by the Trustee of any of its liabilities, under or in respect of this deed by enforcing the rights referred to in clause 8.2(b), that party may not (except in the case of fraud, negligence or breach of trust by the Trustee) seek to recovery the shortfall by:
 - (1) bringing proceedings against the Trustee in its personal capacity; or
 - (2) applying to have the Trustee wound up.

8.3 Override

This clause 8 applies despite any other provision of this deed or any principle of equity or law to the contrary.

9 Governance / Dispute resolution

9.1 Notice of Dispute

- (a) If a difference or dispute (**Dispute**) between the parties arises out of or concerns a matter relating to or arising out of this deed, then any party may give each other party to the Dispute a written notice of dispute providing details of the Dispute (**Notice of Dispute**).
- (b) Notwithstanding the existence of a Dispute, all parties will continue to perform their obligations under this deed.

9.2 Conference

Within 10 Business Days after receiving a Notice of Dispute, the parties in Dispute will confer at least once to seek to resolve the Dispute or to agree on methods of doing so. At every such conference each party will be represented by a person having authority to agree such resolution or methods. All aspects of every such conference, except the fact of its occurrence, will be kept confidential between the parties to this deed.

9.3 Expert determination

- (a) If the Dispute is not resolved within 5 Business Days of the conference in clause 9.2 (or such further period as the representatives may agree), the parties agree that the Dispute shall be referred to senior executives of the parties in Dispute for resolution who shall meet together and shall negotiate in good faith in order to try and resolve the dispute or difference within 10 Business Days of the Dispute being referred to them.
- (b) Failing resolution by the senior executives within 10 Business Days of the Dispute being referred to them in accordance with 9.3(a), the Dispute will be referred to expert determination, administered by the Institute of Arbitrators and Mediators Australia ACN 008 520 045 (**IAMA**).
- (c) Subject to clause 9.3(d), the expert determination will be conducted in accordance with IAMA expert determination rules which set out the procedures to be adopted, the process of selection of the expert and the costs involved and the terms of those rules are incorporated in this deed.
- (d) The expert determination is final and binding on the parties except where:
 - (1) the amount determined as payable to a party exceeds \$500,000; and
 - (2) either party notifies the other in writing, within 30 days of the date of the expert's determination, that it intends to commence proceedings in relation to the Dispute.
- (e) This clause does not expire on the expiration of the deed.

10 Notices

10.1 Form of Notice

A notice or other communication to a party under this deed (**Notice**) must be:



- (a) in writing and in English; and
- (b) addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by Notice).

10.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the nominated fax number	<p>At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety.</p> <p>However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.</p>

10.3 Notice must not be given by email or other electronic communication

A Notice must not be given by email or other electronic means of communication (other than fax as permitted in clause 10.2).

11 No fetter of City's discretion

The Developer acknowledges and agrees:

- (a) the City is a local government established by the *Local Government Act 1995*;
- (b) in its capacity as a local government, the City will be obliged to comply with statutory obligations imposed by law; and



- (c) no provision of this deed may unlawfully restrict or otherwise fetter the discretion of the City in the lawful exercise of any of its functions and powers as a local government,

provided that:

- (d) the City will act in good faith and have regard to the City's obligations under this deed when implementing any new Local Laws that may adversely affect the Developer's rights under this deed; and
- (e) this clause will not serve to relieve the City from responsibility for performance of its obligations arising pursuant to this deed, except to the extent necessary to avoid any unlawful restriction or fetter of the City's discretion.

12 General

12.1 Further action

Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this deed.

12.2 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Western Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.

12.3 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document. A party may execute this deed by signing any counterpart (including by email or facsimile).

12.4 Costs

The Developer shall pay the City's reasonable legal costs of and incidental to the preparation (including all preliminary drafts), negotiation, execution and stamping of this deed and duty payable hereon and the costs of and incidental to the preparation and lodgement of any caveat lodged pursuant to the terms of this deed and any withdrawal and replacement thereof.



Schedule 1

Notice details

DEXUS Funds Management Ltd

Address Level 25, Australia Square, 264 George Street, Sydney, New South Wales

Attention

Fax

City **City of Perth**

Address Ground Floor, Council House, 27 St Georges Terrace, Perth WA 6000

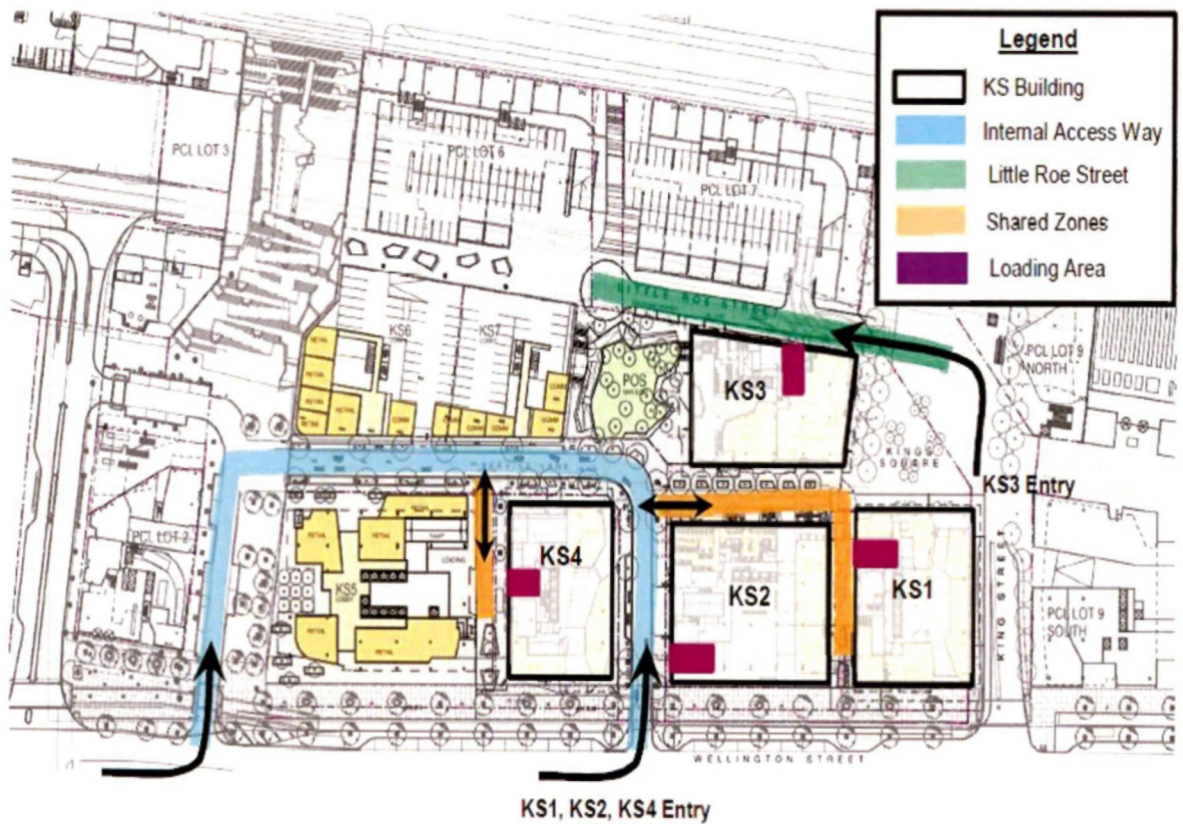
Attention

Fax



Schedule 2

Plan of Mall Reserve, KS1 Loading Dock and KS1, KS2 and KS3





Schedule 3

KS3 Temporary Loading Area





Schedule 4

Operations and Access Procedures

Procedures to be agreed between the Developer and the City and must address the following matters:

1. **Operational Plan and Protocols** - Required in relation to day to day operations and to define how Developer's facilities management and security staff will liaise and work with the City staff at the City's surveillance centre.
2. **Access control** - Access to the mall is to be controlled by retractable bollards (with intercom) from the adjoining road to the mall reserve.
3. **Secondary control** - Developer is to have a secondary control button to lower the bollards when required to allow entry to delivery vehicles as required. For the avoidance of doubt, in the event that City of Perth receives an intercom call relating to a regular delivery or service vehicle for KS1 (providing it is within the agreed hours of operation) then this will be referred to the Developer's on site building management team to handle the access and egress arrangements of that vehicle.
4. **Bollard control** - Process to be agreed to address control of bollards by the City and the Developer and ensure safe vehicle access, given single lane access.
5. **Communication** - Process to be agreed for communication between the City and the Developer on a daily basis and information sharing. Implementation of signal system and truck waiting bay to be agreed.
6. **Emergency procedures** - Access for emergency vehicles and to fire services. Parties to agree details for who is to provide access and what the proposed procedures will be. It is assumed that the City will be the primary control point for emergency vehicles entering the mall.
7. **Out of hours procedures** - To be developed to reflect the out of hours delivery protocol and outline how communication will work between the Developer's out of hours security team and City of Perth's out of hours team.



Signing page

Executed as a deed

Developer

Signed, sealed and delivered for
DEXUS Funds Management Limited as trustee for the DEXUS Kings Square Trust
by its attorneys

sign here ►

Attorney

print name

Ross Du Vernet.

Attorney

Brett David Cameron

in the presence of

sign here ►

Witness

print name

PETER MORLEY

Witness

PETER MORLEY

City

The common seal of the
City of Perth
was hereunto affixed in the presence of

sign here ►

Lord Mayor

print name

sign here ►

Chief Executive Officer

print name