



CITY OF VINCENT

NOTES

Council Briefing

2 December 2025

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**NOTES OF CITY OF VINCENT
COUNCIL BRIEFING
HELD AS E-MEETING AND AT THE ADMINISTRATION AND CIVIC CENTRE,
244 VINCENT STREET, LEEDERVILLE
ON TUESDAY, 2 DECEMBER 2025 AT 6:00 PM**

PRESENT:	Mayor Alison Xamon Cr Suzanne Worner Cr Nicole Woolf Cr Con Poulios Cr Ashley Wallace Cr Sophie Greer Cr Ashlee La Fontaine Cr Reece Wheadon	Presiding Member North Ward North Ward North Ward South Ward South Ward South Ward South Ward
IN ATTENDANCE:	David MacLennan Peter Varris Rhys Taylor Michael Hancock Mitchell Hoad Eamonn Holmes Dale Morrissy Ruth Markham Peter van Gent Emma Simmons Wendy Barnard	Chief Executive Officer Executive Director Infrastructure & Environment Executive Director Community & Business Services Manager Development & Design Manager Strategic Planning & Sustainability Coordinator Place Manager Community Facilities Manager City Buildings and Asset Management Coordinator Project Planning & Delivery A/Executive Manager Corporate Strategy & Governance Executive Assistant to the Mayor and Council Support
Public:	Approximately two members of the public.	

1 DECLARATION OF OPENING / ACKNOWLEDGEMENT OF COUNTRY

The Presiding Member, Alison Xamon, declared the meeting open at 6.00pm and read the following Acknowledgement of Country statement:

“The City of Vincent would like to acknowledge the Traditional Owners of the land, the Whadjuk people of the Noongar nation and pay our respects to Elders past and present, acknowledging that the City of Vincent has a role to play in working towards reconciliation and justice for First Nations people.”

2 APOLOGIES / MEMBERS ON APPROVED LEAVE OF ABSENCE

Cr Alex Castle on approved leave of absence from 22 November 2025 to 08 December 2025.

3 PUBLIC QUESTION TIME AND RECEIVING OF PUBLIC STATEMENTS

The following is a summary of questions and submissions received and responses provided at the meeting. This is not a verbatim record of comments made at the meeting.

3.1 Kevin Kannis of Mt Hawthorn – Item 5.4

His statement can be heard [here](#).

3.2 John Kannis of Woodlands – Item 5.4

His statement can be heard [here](#).

The following questions and statements were received in writing prior to the meeting.

Michael Green of Highgate - Item 5.2

Briefing Intro

No. 11 St Albans Avenue, Highgate – Proposed Holiday House

The Planning Department is recommending approval of a Holiday House at No. 11 St Albans Avenue. This recommendation is indefensible:

- The site is zoned Residential R50 – Holiday House is an ‘A’ use, permissible only if compatible. It is not.
- The proposal fails the Short-Term Accommodation Policy (no parking) and the Draft Policy (not adjacent to non-residential uses).
- The soon-to-be adopted Character Area Guidelines for St Albans Avenue explicitly strengthen residential character, stability, and amenity.

This proposal undermines all three.

- The officer’s report misrepresents Beaufort Street businesses as if they were on St Albans Avenue, manufacturing the illusion of a “commercial presence” to justify what would be the first commercial intrusion into the street itself.
- The City’s own Figure 1 – Surrounding Land Uses shows St Albans Avenue is entirely residential.
- Councillors face 534 pages of briefing papers. Item 5.2 alone is 45 pages. It is impossible to be across every detail of that quantum of data, so reliance on officer recommendations is understandable. But here, the recommendation itself is indefensible.

This application fails every compliance test across zoning, policy, amenity, and planning logic. Approval would erode trust in the City’s planning framework and set a dangerous precedent.

Full Letter

I am writing regarding Item 5.2 on the Council Briefing Agenda of 2 December 2025: the proposed change of use at No. 11 St Albans Avenue, Highgate from Grouped Dwelling to Grouped Dwelling and Holiday House. The Planning Department has recommended approval of this application. We submit that this recommendation is fundamentally flawed. The proposal fails every single compliance test across zoning, policy, amenity, and planning logic. To approve it would be to disregard the City’s own framework and undermine community trust in the planning process.

1. Zoning conflict

- Residential zone: The site is zoned Residential R50 under LPS2.
- ‘A’ use test: A Holiday House is an ‘A’ use, permissible only if it is compatible with residential objectives.
- Incompatibility: The proposal introduces commercial, transient occupancy into a stable residential street, contrary to objectives for retaining housing stock and enhancing neighbourhood character.

2. Policy non-compliance

- The Short-Term Accommodation Policy requires adequate on-site parking. The proposal provides none.
- The Draft Short Term Accommodation Policy requires un-hosted Holiday Houses to be located adjacent to non-residential uses and to provide a minimum of two on-site bays. The proposal meets neither criterion.
- The soon-to-be adopted Character Area Guidelines for St Albans Avenue explicitly strengthen the planning intent around:
 - Low-intensity, long-term residential occupancy
 - Predictable amenity patterns
 - Neighbourhood stability and rhythm

The proposal undermines all three. It introduces transient, commercial occupancy, removes predictability of amenity, and destabilises the residential rhythm.

Council cannot seriously adopt the Character Area Guidelines to protect St Albans Avenue while simultaneously approving the very type of use that undermines them.

To do so would be to hollow out the policy before it even takes effect.

3. Misrepresentation of “commercial properties”

The officer's report claims that “existing commercial developments at the intersection of St Albans Avenue and Beaufort Street” demonstrate a commercial presence in the street.

This is misleading.

- No. 442–446 Beaufort Street is, as the name suggests, on Beaufort Street - not St Albans Avenue.
- No. 423–449 Beaufort Street (the Church) also fronts Beaufort Street.
- Even No. 2 St Albans Avenue is in reality 451 Beaufort Street.

It faces Beaufort Street, and Wildlings Creative Agency itself advertises its address as 451 Beaufort Street on its own website.

In other words, every “commercial property” cited by Planning is actually a Beaufort Street frontage. The officer's report goes further than simply mis-stating addresses.

It deliberately alludes to “existing commercial developments at the intersection of St Albans Avenue and Beaufort Street” as if they were part of St Albans Avenue itself.

In reality, every example cited - the Church, the mixed-use development, and even the so-called “No. 2 St Albans Avenue” advertising agency - are Beaufort Street frontages.

To present them as evidence of “commercial activity in St Albans Avenue” is not just inaccurate - it is a sleight of hand designed to make a purely residential street appear mixed-use when it is not.

Why mention Beaufort Street businesses at all?

The only purpose is to create the illusion of a commercial presence in St Albans Avenue, so that Council might feel more comfortable approving what would in fact be the first commercial property actually in the street.

This is not planning logic; it is rhetorical sleight of hand - and it asks Councillors to approve a precedent built on spin, not fact.

And the City's own Figure 1 – Surrounding Land Uses confirms this:

- St Albans Avenue is entirely green-coded Residential.
- Commercial uses are confined to Beaufort Street.
- The subject site is not adjacent to any commercial property.

St Albans Avenue is a purely residential street designated as a Character Retention Area. The proposed Holiday House would be the only commercial intrusion into this residential fabric.

3. Amenity impacts

- Front interface: The outdoor living area is located at the front of the property, directly opposite neighbouring bedrooms.
- Transient behaviour: Short-term guests are more likely to engage in high-intensity social behaviour, disrupting predictable amenity rhythms.
- Weak controls: The proposed “quiet hours” and caretaker model are unenforceable and unverifiable. They do not mitigate the risk of disruption.

The officer's reliance on a “Complaints Management Procedure” and “Management Plan/Code of Conduct” is misplaced.

These documents have no statutory force.

Unlike existing local laws - such as noise restrictions on garbage trucks or parking time limits enforceable by fines - there is no mechanism for residents to secure compliance.

The safeguards are voluntary, unverifiable, and unenforceable.

5. Planning logic

- Housing erosion: The application removes long-term housing availability, introduces transient occupancy, and concentrates disruptive activity at the street interface.
- No enhancement: It offers no architectural or social contribution to the Character Retention Area.
- Parking externalisation: It relies entirely on public street parking, contrary to policy and common sense.
- Consultation deficit: It defers disclosure of operational safeguards until after approval, undermining meaningful community consultation.

Conclusion

The Planning Department's recommendation to approve this application is indefensible. It contradicts the City's own zoning objectives, adopted policies, and imminent Character Area Guidelines. It misrepresents the street context, disregards amenity impacts, and sets a dangerous precedent for commercial intrusion into residential streets.

We urge Council to reject the officer's recommendation and refuse the application in full.

To do otherwise would be to signal that the City's planning rules are optional, and that community consultation is a hollow exercise.

Jason Boyd of Highgate - Item 5.2

I write in regard to the Vincent Council Briefing Agenda for December 2, 2025 and specifically in respect of the recommendations for item 5.2.

- 1) The application seeks to have approval granted for a commercial activity in an area zoned "residential".

The development application recommendation states, (in Section 1 Development Approval, sub section 1.1) that the development for a holiday house at number 11 St Albans Avenue, Highgate is a change of use from Grouped Dwelling to 'Grouped Dwelling and holiday House'.

This is in contravention to existing Vincent Policy wherein the Grouped Dwelling is zoned as residential and a holiday house is not a residential use and is not permitted to be in an area zoned residential.

See the Vincent planning policy for "holiday house" here,
<https://www.vincent.wa.gov.au/documents/780/local-planning-policy-short-term-accommodation>

In particular page 2, section 2 where the use class is "holiday house", the host is "not present" and the permitted zones are local centre, district centre, regional centre or commercial.

St Albans Avenue is a residential zone.

The use of a property for holiday house is specifically not permitted in a residential zone.

Also see page 3, section 3, part 3, sub part 3.1, clause (a) wherein it is stated once again that "The preferred location for short term accommodation uses is on land zoned Local Centre, District Centre, Regional Centre and Commercial"

- 2) The application is recommended for approval with no parking permits.

This simply means that the guests of the "holiday home" will park in the street as they can and would, whenever they can and would to the further disturbance of the residents in the street but with the added option for Vincent to fine the visitors as and when they can.

Like all visitors to the area who incur fines this means that the affected persons may choose not to visit the area again but does nothing to alleviate or control the pressure on parking.

Inviting extra and transient clients into the street will increase the burden on parking facilities and will cause additional difficulty for the residents.

The point here is that a commercial activity in a residential area adds further burdens to existing residential amenity and is unwelcome.

- 3) The Council Briefing Agenda incorrectly describes existing commercial developments.

On page 6 there is a serious error in the description of local commercial businesses and their locations, where it is stated that:

"No. 2 St Albans Avenue – Office for an advertising agency, trading 9:00am–5:00pm Monday to Friday, with vehicle access from St Albans Avenue".

This is incorrect.

There is no such address.

The report mistakenly refers to the business at number 451 Beaufort Street which is on the corner of St Albans Avenue.

Historically a previous business operator at number 451 Beaufort Street had deliberately covered their existing and development critical onsite parking bays with a display area for their goods. This person then subsequently arranged for a fake letterbox to be put at the St Albans side of that property in order to claim residential parking permits in lieu of the original onsite parking which they had obliterated.

There has never been a number 2 or a number 4 St Albans Avenue.
The first house number on the Northern side of St Albans is number 6.

Furthermore, the "vehicle access from St Albans Avenue" for the business at 451 Beaufort Street is to a "disabled access parking bay".

It has been used only as a default parking bay for the staff of that business and does not serve its original purpose.

There are no commercial developments in St Albans Avenue.

- 4) The Council Briefing Agenda incorrectly describes food kitchens at St Albans Church as "businesses". The Anglican Church at 423 - 449 Beaufort Street serves food to the needy as a charity - it does not charge disadvantaged people for food.

It is not a business in any sense of the word.

There are no businesses in St Albans Avenue, it is a residential area.

- 5) The Detailed Assessment on page 8 notes that the application fails all 5 critical class-use and acceptable development use provisions.

It fails all relevant policy criteria.

This can not be glossed over.

The development application has no merit whatsoever.

At the top of page 4 it is asserted that ".....the application is considered capable of operating in a way that maintains the amenity expected in the Residential zone."

For all of the reasons detailed above it is obvious that the application is manifestly inconsistent with Vincent planning policy, inconsistent with local residential amenity and can not maintain the residential amenity expected in this residential zone.

On another level entirely this is a residential zone for good reasons and variations of this nature would erode the intention and consistency of that zoning.

The application is technically incorrect, and the framing of the Council Briefing Agenda is technically incorrect.

I urge you to reject the application in full.

Peter and Suzette Herkenhoff of Highgate – Item 5.2

NO. (LOT: 1 STR: 48405) 11 St Albans Avenue HIGHGATE – PROPOSED Change of Use from Grouped Dwelling to Grouped Dwelling and Holiday House

The aforementioned application is being referred to Council for determination following receipt of six (6) objections from directly affected residences, four of which were reaffirmed following receipt of amended information for a readvertised (altered) proposal.

As the Planning Department's Council Briefing Agenda fails to specify that the remaining two (2) objections remained standing objections, we deduce that, given the following Planning Department advice received when the amended proposal was readvertised, six (6) residences continue to object to the amended proposal:

"In providing a submission to the amended information, please see the following options:

1. Reaffirm your previous submission;
2. Reaffirm your previous submission with additional comments;

3. Modify your previous submissions; or
4. Withdraw your previous submission.

If the City does not receive a response to this email within 7 days, your previous submission on the application would remain.” (**CoV Planning Department email 20/10/2025**).

With 6 out of a total of 11 affected St Albans Avenue residences submitting objections to the original and amended proposals, we trust our Elected Members feel compelled to review all constituent submissions received to support their decision-making.

We urge you to do this, as the contents of the Planning Department’s Council Briefing Agenda fails to capture the significance of concerns expressed by residents. Rather, it reflects the diabolical nature of the ‘consultation’ process to which we have been subjected; a process by which the proposal has been progressively amended to mock and minimise our concerns through cognitive distortion, a process in which the proponents and the Planning Department downplayed our concerns, framing them insignificant instead.

The most egregious example of this is the Department’s studious effort to IGNORE our primary concern about personal safety, as we would be required to interact with complete strangers on common property (easement) established to accommodate essential residential amenity. Instead, the Planning Department’s Council Briefing Agenda states:

The objections raised the following matters:

- *Potential impacts of STRA on long-term housing availability.*
- *Concerns that introducing a commercial land use in this location would result in amenity issues including noise and disruption to surrounding residential properties.*
- *Concerns that the location of the outdoor living area could result in amenity impacts to neighbours.*
- *Concerns that the absence of on-site car parking could reduce on-street parking availability and generate additional traffic issues.*

Such obfuscation is galling. If the proponents of this commercial venture secure guests for the approved period of operation now sought, we would be forced to interact with in excess of 240 strangers (holiday-making guests)!

Against this backdrop, the Department’s decision to sanction the proponents’ commitment to a 24-hour response time to complaints received about guest behaviour is unfathomable. As the owners of the servient, abutting lot on the same strata plan, how does this protect our rights to safety, security and amenity? We would be required to wait up to 24 hours for a caretaker response, by which time the damage is done.

Nevertheless, your Planning Department appears to accept that the hosts ‘guest screening’ process should allay any resident concerns.

In keeping with this impact minimisation bias, your Planning Department now requests highly significant Council discretion to secure deemed-to-comply status for a development proposal that fails to meet four (4) Acceptable Development Provisions (not 3, as depicted in the Briefing Agenda Table) detailed in the City’s Local Planning Policy: Short Term Accommodation. In seeking Councils’ discretion, your Planning Department states:

“In this case, the departures from the locational and parking standards are addressed by the limited scale and part-time nature of the use, the proximity to Beaufort Street and high-frequency public transport, and the evidence of available on-street parking capacity.”

That's a rather long bow to draw, especially since the Department's parking survey was conducted on one weekend in the middle of winter!

Should you agree with your Planning Department's recommendation in spite of the departures from the Acceptable Development Provisions, **your approval of Development Application 5.2025.5893.1 would establish the first-ever, un-hosted, short-stay beachhead at the very centre of the City's maiden Character Retention Area, setting a precedent with City-wide implications.**

Time-limited approval allays none of our concerns in this regard.

Based on our experience to date, this outcome would further exacerbate the planning uncertainty introduced by a hastily-cobbled and approved Local Planning Policy: Short Term Accommodation and associated consultation processes, which we construe to be designed to facilitate approval of this contentious development proposal. It would leave troubling questions unanswered, such as:

- **Are the rights conferred upon the proponents through rezoning approval able to be on-sold?**
- **How is the operational cap policed and how is compliance demonstrated?**
- **What is involved in obtaining further approval following expiration of a time limited approval and can the cap then be removed?**
- **Would further approval trigger consultation with directly affected parties, or does this become a commercial-in-confidence matter between the City and the proponents?**
- **Do un-hosted, short-stay Holiday Houses really have a place in the City's Character Retention Areas?**
- **Would character erosion follow?**

As stated previously, the statutory consultation process, ostensibly deployed to facilitate approval of this proposal, has been diabolical. Despite being the most directly affected neighbours living on the adjoining strata lot, we were first precluded from the process. Only through the diligence of a directly impacted neighbour, who ensured CoV signage was placed on the gate, were we made aware of the proposal. Subsequently, we had to highlight other non-compliances to ensure all St Albans Avenue residents were consulted, as specified in Appendix 2 of the City's Community and Stakeholder Engagement Policy. While it can be construed these were attempts to avoid consulting legitimate stakeholders about this highly contentious proposal, the number of objections ultimately received by the CoV Planning Department speak for themselves.

With regard to these non-compliances, regardless of the outcome of the 9 December OMC decision, we intend to report these to the new Local Government Inspector for consideration in 2026. We note that CoV's Planning Department has made no Agenda Briefing reference to the non-compliant process deployed prior to our intervention (and that of our vigilant neighbour), instead claiming its community consultation was undertaken in accordance with the Deemed Provisions for a period of 14 days between 1 September 2025 and 15 September 2025.

We trust you will appreciate our initial mistrust of this process and the distrust that followed. It has eroded our confidence in the City's commitment to genuine community consultation, so maybe you can seek answers to our questions in the interim?

There will surely be others if you approve this time-limited trial, and we draw attention to the position taken by the WA State Administrative Tribunal (SAT) in relation to Kogon and the City of Vincent [2019] WASAT 75 (WALGA Advice note, [Kogon Vincent.pdf](#)), where Kogon proposed changing an existing residential property to an entirely different land use category to accommodate a Holiday House.

The SAT expressed serious concerns about that proposal's potential to impact on residential amenity and its lack of compatibility in the context of the locality. In particular, the SAT was concerned that approval of the

Kogon proposal would result in the introduction of a commercial land use in an area surrounded by premises used for permanent residential purposes. This would result in noise impacts as, in the words of the SAT: “**...if the premises are suitable for use as a holiday house, then those who choose to stay should be entitled to use the premises in an ordinary manner that one may use a holiday house**”.

On that basis, the SAT considered it reasonable to assume that noise coming from a Holiday House is likely to be more intense than noise coming from a purely residential dwelling. This, and other adverse amenity impacts resulting from the Kogon proposal, such as increased movement of people in and out of the dwelling, was deemed incompatible with its immediate residential context.

As a consequence, the SAT found that approval of the proposal would be inconsistent with the principles of orderly and proper planning.

The applicant is seeking approval to formally commence operations of a commercial, Holiday House venture.

Where:

- Dead centre of St Albans Avenue, a residential street
- In the City's first-ever Character Retention Area
- On common property
- Literally, on our doorstep

What future do you contemplate for our quiet, residential, Character Retention Area, where we have lived for the past 20 years?

To support your decision, please take the time to review all submissions from your St Albans Avenue constituents.

Sarah Yukich and Christopher Malcolm of Highgate – Item 5.2

Ahead of today's Council Briefing Meeting regarding NO. (LOT: 1 STR: 48405) 11 St Albans Avenue HIGHGATE – PROPOSED Change of Use from Grouped Dwelling to Grouped Dwelling and Holiday House, I wish to reaffirm our earlier submitted objections to the proposed Change of Use for 11 St Albans Ave, Highgate to Grouped Dwelling and Holiday House.

There being no further speakers, Public Question Time closed at approximately 6.08pm.

4 DECLARATIONS OF INTEREST

Cr Ashley Wallace declared a financial interest in item 5.4 Outcome of Advertising and Adoption of Local Heritage Survey and Amended Heritage List. The extent of his interest is that his property is on the heritage list. He is not seeking approval to participate in the debate or remain in Chambers or vote in the matter.

Cr Con Poullos declared an impartiality interest in Item 6.1 Loftus Recreation Centre - Review of Annual Lease Payments for FY25/26 by Belgravia Health & Leisure Group Pty Ltd. The extent of his interest is that he plays indoor soccer and his son plays basketball at the facilities.

REPORTS

The Presiding Member, Mayor Alison Xamon, requested Council Members to indicate:

Items which Council Members wish to discuss which have not already been the subject of a public question/comment and the following was advised:

COUNCIL MEMBER	ITEMS TO BE DISCUSSED
Cr Worner	5.2, 6.1 and 6.2
Cr Woolf	8.3
Cr Poulios	6.1 and 6.2
Cr Wheadon	11.1

At 6.11pm Cr Wallace left the meeting due to a previously declared financial interest.

REPORTS WITH DISCUSSION

5.4 OUTCOME OF ADVERTISING AND ADOPTION OF LOCAL HERITAGE SURVEY AND AMENDED HERITAGE LIST

- Attachments:
1. Heritage List December 2025 
 2. Local Heritage Survey December 2025 
 3. Thematic History December 2025 
 4. Place Record Forms (Existing Places) 
 5. Place Record Forms (New Entries) 
 6. Summary of Submissions 
 7. Stage 2 Heritage Review Places 
 8. Schedule of Modifications 

RECOMMENDATION:









That Council:

1. **ADOPTS** the:
 - 1.1 Amended Heritage List included in Attachment 1, in accordance with Schedule 2, Part 3 Clause 8(1) and 8(3) of the *Planning and Development (Local Planning Schemes) Regulations 2015*; and
 - 1.2 Local Heritage Survey, Thematic History, and updated Place Record Forms included in Attachments 2, 3, 4 and 5 in accordance with Part 8 Clause 103(1) of the *Heritage Act 2018*;
2. **NOTES** that the Heritage Council of Western Australia, and all owners and occupiers of places included on the adopted Heritage List and Local Heritage Survey will be notified, in accordance with Part 8 Clause 103(4) of the *Heritage Act 2018* and Part 3 Clause 8(4) of the *Planning and Development (Local Planning Schemes) Regulations 2015*;
3. **APPROVES** the commencement of Stage 2 of the Heritage Review, which includes consulting with the affected owners and occupiers that are included in Attachment 7 of:
 - New entries on the Local Heritage Survey proposed for inclusion on the Heritage List;
 - Existing Category 3 places on the Heritage List; and
 - Existing Category 4 places proposed for removal from the Heritage List;
4. **NOTES** that any objections or submissions received through Stage 2 consultation will be presented to Council for consideration prior to any changes to the Heritage List.

NO QUESTIONS ON NOTICE

At 6.17pm Cr Wallace rejoined the meeting.

5.2 NO. 11 (LOT: 1; STR: 48405) ST ALBANS AVENUE, HIGHGATE - PROPOSED CHANGE OF USE FROM GROUPED DWELLING TO GROUPED DWELLING AND HOLIDAY HOUSE**Ward:** South Ward

- Attachments:**
1. Consultation and Location Map 
 2. Development Plans 
 3. Operations Management Plan 
 4. Code of Conduct 
 5. Clause 67 Assessment 
 6. Summary of Submissions - Administration Response 
 7. Summary of Submissions - Applicant Response 
 8. Determination Advice Notes 

RECOMMENDATION:

That Council, in accordance with the provisions of the City of Vincent Local Planning Scheme No. 2, **APPROVES** the application for Change of Use from Grouped Dwelling to Grouped Dwelling and Holiday House at No. 11 (Lot: 1, STR: 48405) St Albans Avenue, Highgate, in accordance with the plans shown in Attachment 2, subject to the following conditions, with the associated determination advice notes in Attachment 8.

1. Development Approval

- 1.1 This approval relates to a Change of Use from Grouped Dwelling to Grouped Dwelling and Holiday House as shown on the approved plans dated 26 May 2025. No other development forms part of this approval; and
- 1.2 This approval is for Holiday House as defined in the City of Vincent Local Planning Scheme No. 2. The use of the subject land for any other land use may require further approval from the City;

2. Time Limited Approval

- 2.1 This approval is granted for a term of 12 months from the date the use commences, after which date the Holiday House use shall cease and the use of the site shall revert to a Grouped Dwelling, unless a further approval is obtained prior to the expiration of this period; and
- 2.2 The operator is required to notify the City of Vincent in writing seven days prior to commencement of the Holiday House land use;

3. Operation of the Use

- 3.1 The Holiday House use is permitted for a maximum of 182 days in a calendar year (181 nights of accommodation);
- 3.2 The Holiday House shall accommodate a maximum of four (4) guests and no visitors at any one time;
- 3.3 The Holiday House shall operate with a minimum stay period of three consecutive nights per booking;
- 3.4 Use of the outdoor living area is prohibited between the hours of 9:00pm – 8:00am;
- 3.5 The rear service courtyard, including the drying court and bin store area, shall not be used by Holiday House guests for any purpose of outdoor recreation or entertaining. These areas shall be used only for waste disposal, bin movements and associated service functions, to the satisfaction of the City;
- 3.6 The Holiday House shall operate in accordance with the approved Operations

Management Plan and Code of Conduct, dated 17 October 2025, at all times for the duration of the use. A copy of the approved Code of Conduct shall be provided to guests of the Holiday House at the time of check-in and displayed in a prominent location within Holiday House;

- 3.7 Check-in and check-out activities associated with the Holiday House shall not occur between 9:00pm and 8:00am;
- 3.8 Guests of the Holiday House shall not use the easement area for any purpose other than placing rubbish in the bin and moving bins for waste disposal, collection or return to their storage area, and to the satisfaction of the City. The easement shall remain unobstructed at all times;
- 3.9 Prior to the commencement of the Holiday House use, a copy of the approved Operations Management Plan and Code of Conduct, shall be provided to all adjoining and adjacent properties; and
- 3.10 An A4 sized sign shall be provided on site and made visible from the street at the front of the dwelling, identifying the property as a Holiday House and detailing the contact number of the manager or owner. This sign is to comply with the City's Local Planning Policy: Signs and Advertising, to the satisfaction of the City;

4. Parking Permits

No residential parking permits shall be made available for use by guests of the Holiday House, to the satisfaction of the City;

5. Booking and Complaint Records

A written record of all complaints received in relation to the Holiday House, including the date, nature of the complaint and the action taken, must be kept and made available to the City on request; and

6. Caretaker and Response Time

A nominated contact person with authority to manage the Holiday House must be contactable at all times and must respond to complaints within 24 hours. Contact details must be provided to adjoining and adjacent landowners prior to commencement and kept updated.

CR WOOLF:

2 St Albans Avenue does not exist as an address within the St Albans Avenue street context.

MANAGER DEVELOPMENT AND DESIGN:

The City's Rates Team has confirmed that 2 St Albans Avenue currently operates as a commercial land use and pays commercial rates under the rateable address of 2 St Albans Avenue, Highgate. The Officer's report refers to 2 St Albans Avenue for the purposes of drawing attention to these non-residential properties within the immediate context, demonstrating Beaufort Street as a source of ambient noise and activity forming part of the City's assessment of discretionary matters.

CR WOOLF:

Relating to the time limitation, can we consider the severity of the housing crisis in maintaining housing supply within residential zones.

MANAGER DEVELOPMENT AND DESIGN:

The Planning and Development (Local Planning Schemes) Regulations 2015 (Regulations) outlines matters local governments can consider when assessing an application. The delivery of housing, although an important matter, is not listed in the Regulations as a matter that the local government must consider. Notwithstanding, objectives of the City's draft Local Planning Policy: Short Term Accommodation seek to retain the Residential zone as fulfilling its primary purpose of providing long term housing.

The proposed function of the subject dwelling will not reduce the availability of long-term housing opportunities as the owners intend to reside in the property for 6 months of the year, with the remaining 6 months having the dwelling operate as a "Holiday House".

CR WOOLF:

Regarding guest screening, what is the legality against the anti-discrimination provisions

MANAGER DEVELOPMENT AND DESIGN:

The Applicant has advised they will only accept bookings from certain guests through a screening process.

For the purposes of presenting the Applicants justification in support of their proposal, the Officer report outlines this approach. However, the City's recommendation is based on an assessment against the relevant local planning framework. Characteristics of an individual (potential guest) is not a matter considered by the planning framework and therefore did not form part of the City's assessment.

Recommended condition 3.6 requires the "Holiday House" to operate in accordance with the Operational Management Plan, which states the screening process will only accept certain people. Attachment 8 – Determination Advice Notes has been updated with Advice Note 13 clarifying that condition 3.6 does not obviate the operator's need to be consistent with other laws or regulations, including the need to not operate in a discriminatory manner. The operator will still be able to screen guests for the purposes of their reviews and the manner in which the guest intends to use the dwelling.

MAYOR XAMON:

Seeking confirmation that even if this were granted a time limited approval, this approval would run with the land.

MANAGER DEVELOPMENT AND DESIGN:

Any approval will run with the land rather than the Applicant. However, should the ownership of the property change, any modifications to the operation of the "Holiday House" would require the submission of an amended application for development approval for consideration.

CR GREER:

What are the parking restrictions from Friday to Sunday (3P)? What are the parking restrictions from when the survey was undertaken?

MANAGER DEVELOPMENT AND DESIGN:

The on-street car parking is restricted to 3P free parking from Monday – Friday, 8:00am – 5:30pm. The on-street car parking is unrestricted for all other times. During the parking survey, data was collected from both in and out of the time restricted hours.

Within time restricted hours:

Thursday 10 April 2025, at 12:00pm

Friday 9 May 2025, at 12:00pm

Friday 9 May 2025, at 2:00pm

Outside of the time restrictions:

Thursday 10 April 2025 6:00pm

Saturday 10 May 2025 8:00am, 12:00pm and 2:00pm

Sunday 11 May 2025 12:00pm, 2:00pm and 6:00pm

CR GREER:

181 days within the year, whereby the remaining would be grouped dwelling. what is the spread over the '6 months'?

MANAGER DEVELOPMENT AND DESIGN:

The application submitted to the City seeks approval for the dwelling to operate as a "Holiday House" land use for 181 nights of the year, with the dwelling functioning as a "Grouped Dwelling" for the remainder of the year. It is intended the uses will operate intermittently rather than as continuous periods of time. This approach allows the Applicant, who partially resides in both the subject site and regional WA, to reside in the property as required. For periods where the Applicant is not residing in the subject site, the dwelling could operate as a "Holiday House" for a maximum period of 181 nights.

Administration has confirmed with the Applicant that the property is intended to remain as the primary residence for the landowners. The use of the property as a "Holiday House" is proposed for the periods of the year when the landowners are not in Perth. The landowners have confirmed that they intend to stay at the property for a duration of anywhere between a week and a month at a time, depending on their needs.

CR GREER:

Can we condition that the 181 days to be limited to 6 months of the year and the remaining 6 months (consecutive) be used as a grouped dwelling?

MANAGER DEVELOPMENT AND DESIGN:

Whilst it is open to Council to apply a condition to this effect, City Officers advise that orderly and proper planning would require a decision maker to not apply conditions that significantly change the purpose of what has been applied for. In this instance, the application seeks approval for the operation of both uses intermittently rather than consecutively, therefore approving the application with a condition requiring each use to operate for 6 months consecutively would amount to a refusal. As such, City Officers would recommend against applying such a condition.

CR GREER:

How do we know that it would be operating as a holiday house for 181 nights, it would then be required to be vacant for 181 nights not being operating as a holiday house. what is the expectation of this property when vacant, would there be a 'long term' tenant living there for the remainder of the year?

MANAGER DEVELOPMENT AND DESIGN:

The subject property is currently approved as a "Grouped Dwelling" land use. If approved, the dwelling would operate as two distinct land uses, being a "Holiday House" and a "Grouped Dwelling". The "Holiday House" component of the approval would be permitted to operate for a maximum of 181 nights per year. For the remainder of the year the dwelling would be approved to function in the same residential manner that it is currently approved, being a "Grouped Dwelling". The Applicant has advised that when the dwelling is not being used as a "Holiday House" they will typically be residing in the property.

CR WORNER:

For half of the year, would the grouped dwelling have to give up their residential parking permits, or would they be allowed to leave their vehicles there? What would be the impact of up to 5 vehicles within the street.

MANAGER DEVELOPMENT AND DESIGN:

In accordance with the City's Parking Permits Policy, "Grouped Dwellings" are permitted two residential parking permits. The landowner's residential parking permits would remain valid in the event this application is approved, however these would only be valid for use by the resident. No guests are permitted to apply or obtain residential or commercial parking permits. There are no restrictions to how long a vehicle can be parked within one location with an E-permit. The City's Ranger Services are currently reviewing the Parking Permits Policy, with a policy paper recently circulated to Elected Members for comment. Noting the Planning and Development (Local Planning Schemes) Regulations 2015 exempt dwellings operating as an un-hosted short term rental accommodation for up to 90 days, Elected Members may look to place restrictions on the eligibility of residential parking permits for such dwellings.

There is the potential that two resident vehicles could be parked on St Albans Avenue concurrently with guests occupying the dwelling, resulting in a total of 4 vehicles associated with the one dwelling being parked in the street. Vehicles that do not have a valid residential parking permit must comply with the City's parking restrictions, or risk infringement. Whilst a total of 4 vehicles associated with one dwelling is an unlikely situation, as the owners live between this dwelling and another dwelling in regional Western Australia, the City's car parking survey demonstrates this would not necessarily result in St Albans Avenue reaching capacity.

CR LA FONTAINE:

We are aware of the car parking restrictions Monday – Friday, what are the parking restrictions on weekend?

MANAGER DEVELOPMENT AND DESIGN:

The on-street parking restrictions on St Albans Avenue are currently:

Monday to Friday: 8.00am to 5.30pm – 3 hour parking

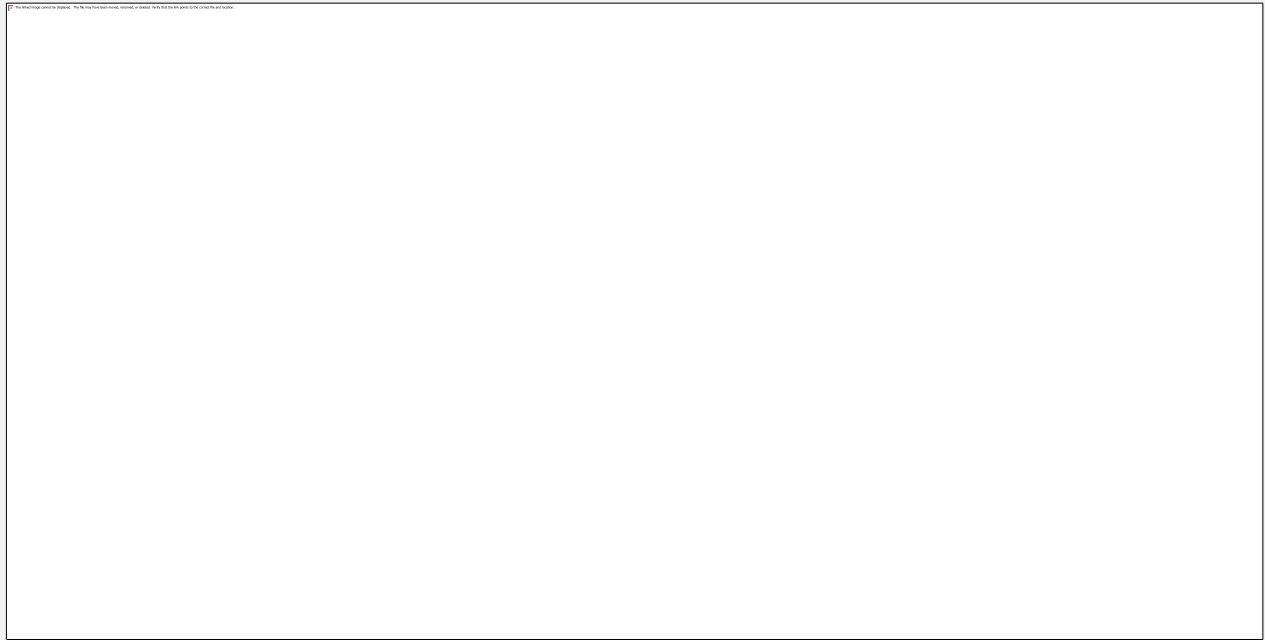
Saturday to Sunday: No restrictions

CR LA FONTAINE:

What parking is available on Beaufort Street, Cavendish Street and Lincoln Street. Do we have data for the parking capacities of these streets?

MANAGER DEVELOPMENT AND DESIGN:

The City has collated parking capacity data for the following surrounding streets as shown below:



Given the City parking data, it is considered that there is sufficient parking on the surrounding streets to accommodate the two valid residential parking permits and any potential guests attending via private vehicles.

6.1 LOFTUS RECREATION CENTRE - REVIEW OF ANNUAL LEASE PAYMENTS FOR FY25/26 BY BELGRAVIA HEALTH & LEISURE GROUP PTY LTD

- Attachments:**
1. Belgravia letter dated 6 November 2025 - Confidential
 2. Belgravia Financial Statements FY20-21 and FY22-23 - Confidential
 3. Belgravia FY24 and FY25 P&L Results - Confidential

RECOMMENDATION:

That Council

1. **APPROVES** a variation of lease with Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) located at portion of Lot 501 (99) Loftus Street, Leederville as follows:
 - 1.1 Reduction of rent for FY2025/2026 by 50% from 1 July 2025 to 30 June 2026 in the amount of \$96,873.12; and
2. Subject to satisfactory negotiations carried out by the Chief Executive Officer, **AUTHORISES** the Mayor and CEO to execute the Deed of Variation of Lease in accordance with the Execution of Documents Policy.

CR POULIOS:

Does the building have solar panels on it? Investigate adding them?

MANAGER COMMUNITY FACILITIES:

Loftus Recreation Centre does not currently have solar panels installed.

A City-wide solar assessment was undertaken in 2019, and Loftus was identified as a suitable site. At that time, the estimated installation cost was \$109,000, with potential credits of approximately \$23,000, and an expected annual saving of around \$22,000.

In 2023, the City held preliminary discussions with Belgravia regarding a potential installation. However, the project did not progress due to the payback period extending beyond the remaining lease term, and we were unable to reach agreement on how the capital cost and benefits would be shared.

Before solar can be installed, the roof replacement at Loftus needs to be completed. This work is currently out for RFQ, with delivery scheduled for this financial year. Once the roof works are finalised, we can revisit updated solar costs and consider including the project in future budget submissions.

6.2 BEATTY PARK TOILET AND STORE/CHANGEROOM

- Attachments:**
1. Respondent 1 Elevation and Layout 
 2. Respondent 2 Elevation and Floor Plan 
 3. Respondent 3 Elevations and Layout 
 4. Respondent 4 Elevation and Layout 

RECOMMENDATION:

That Council:

1. **NOTES** the identified higher construction costs associated with the expanded scope and improved built form outcome for the Beatty Park Reserve Public Toilet and Store/Changeroom Facility;
2. **ENDORSES** Respondent 3 (Rebus Restrooms) as the successful submission of the Request for Quote (RFQ) for the Beatty Park Reserve Public Toilet and Store/Changeroom Facility;
3. **BY ABSOLUTE MAJORITY APPROVES** the following amendments to the 2025/26 Annual Budget to accommodate the expanded scope for the Beatty Park Reserve Public Toilet and Store/Changeroom Facility:
 - a. A net increase in the Capital Expenditure Budget of \$190,000; and
 - b. A net decrease in the closing surplus of \$190,000 resulting in a forecasted year end surplus at 30 June 2026 of \$396,054.

CR GREER:

Following on from Cr Worner's comments, that the map layout is hard to read, can we have a copy of the floor plan or images that we can read? What are the size differences of the change room and store room? How many people will be able to utilise it? I don't have a good understanding of the size.

MANAGER CITY BUILDINGS AND ASSET MANAGEMENT:

1. Please see **Attachment 1** (RQ350) with clearer images of floor plans for the Rebus Restroom proposal.
2. The footprints submitted by all respondents ranged from 43 sqm to 50 sqm. The Rebus overall floor plan = 46 sqm. Rebus design consists of a 14.6 sqm female change room and an 11.3sqm storeroom, with the remaining area being public toilet space.
3. Change room is scoped to accommodate approximately 15 players for training purposes with storeroom sized to support equipment needs.
4. The skillion roof has an overhang of 900 mm which can be adjusted to maximise shade and weather protection on the oval facing side.
5. The primary objective of the construct is to provide a safe, clean functional space which caters for young female football training in the afternoon and evenings, and for general reserve users including the playground families.
6. The other respondents offered lower cost options, their products have unknown durability and functional limitations. Those options were considered less suitable for an inner-city urban environment due to the reduced robustness and higher lifecycle costs.

CR WALLACE:

Did we get the design review panel to review these designs against their brief?

MANAGER CITY BUILDINGS AND ASSET MANAGEMENT:

1. The initial concept presented to OCM on 13 May 2025, included feedback from the Design Review Panel.
2. At that meeting an alternate motion seeking additional funds for detailed design by a registered architect

was considered, but was not supported by Council.

3. At Council Workshop on 23 September 2025, the summary of the Design Review Panel comments regarding a range of construct options (Basic Modular, Enhanced Modular, Bespoke Architectural) were discussed.
4. Council feedback focused on providing a functional, durable facility that can support the needs of Perth Soccer Club's female participants, as well as general users of the reserve and playground. The importance of a safe, clean and accessible building where personal belongings can be secured was highlighted as a priority.
5. Concern was expressed over time delays and additional costs of engaging an architectural solution for a toilet building.
6. Based on the Workshop discussion, elements previously approved by the Design Review Panel were incorporated into the scope that formed the basis of the RFQ (**Attachments 3-8**).
7. The lack of robustness of the existing facilities at Birdwood Square and Warndoolier Reserve can be described as follows:
 - The materials used in the existing toilet blocks are not durable enough to withstand antisocial behaviour or vandalism. Common issues include doors being kicked in, damaged door frames, and door closers being ripped from their fixings.
 - Most doors have required repairs and reinforcements. Administration has attempted mitigation by installing solid-core doors with steel edging and reinforcing the door jambs, but repairs are still required frequently.
 - Electronic timers are regularly jammed due to antisocial behaviour, resulting in unauthorised access outside intended hours.
 - For example, the cost to repair a single door is \$1,800.

CR WALLACE:

Can you provide the details of the experience and qualifications of the people who were on the tender review panel?

MANAGER CITY BUILDINGS AND ASSET MANAGEMENT:

The evaluation panel included senior officers with strong technical backgrounds in urban planning, sport and recreation, and building construction, ensuring a well-rounded assessment.

CR WALLACE:

Can I request an assessment of this design against the design panel with or without assistance from the DRP?

MANAGER CITY BUILDINGS AND ASSET MANAGEMENT:

The design concepts that were presented at the OCM on 13 May 2025 and at Council Workshop on 23 September 2025 had already been assessed by the DRP. The timeframe to deliver this project is already constrained and the contribution from the Perth Soccer Club through the Women's World Cup Legacy Funding Program might be jeopardised.

CR WOOLF

Is it possible to get three things included if we have them:

1. Copy of the original design pack with any further imagery.
2. Copies of similar work done by the contractor, which might give us another sense of what that work looks like.
3. How much it will cost to do some artwork, murals, and landscaping on/around the design.











MANAGER CITY BUILDINGS AND ASSET MANAGEMENT:

1. Please see **Attachments 3-8** for the original RFQ.
2. Imagery of examples of different adaptations by Rebus, addressing the setting, are provided in **Attachment 2**.

3. *The idea of incorporating artwork or murals onto the structure was discussed at the Arts Advisory Group meeting on 3 December 2025. The group viewed this positively, subject to agreement on the scope and style. They acknowledged that the priority is to deliver the facility and then progress an artistic response that is appropriate to its setting. The scope for artwork is not currently included in the project cost. Should artwork be commissioned post-construction, the estimated budget required for artist engagement and delivery is expected to be in the order of \$20,000.*

NOTE: *All attachments referred to above are included at the end of these Notes.*

8.3 INFORMATION BULLETIN

- Attachments:**
1. Statistics for Development Services Applications as at the end of November 2025 - to follow due to end of month 
 2. Register of Legal Action and Prosecutions Monthly - Confidential
 3. Register of State Administrative Tribunal (SAT) Appeals - Progress Report as at 20 November 2025 
 4. Register of Applications Referred to the Metro Inner-North Joint Development Assessment Panel - Current 
 5. Register of Applications Referred to the Design Review Panel - Current 
 6. Snap, Send, Solve Update as at October 2025 
 7. Register of Petitions - Progress Report December 2025 
 8. Register of Notices of Motion - Progress Report - December 2025 
 9. Register of Reports to be Actioned - Progress Report - December 2025 
 10. Council Workshop Items since 11 November 2025 
 11. Council Briefing Notes - 4 November 2025 

RECOMMENDATION:

That Council RECEIVES the Information Bulletin dated December 2025.

NO QUESTIONS ON NOTICE

ADDITIONAL INFORMATION:

Statistics for Development Services Applications for the month of November have now been included.

The SAT Register has been updated for No. 235 Brisbane Street, Perth. The SAT final hearing took place on 27 November 2025, the SAT has reserved its decision on the matter, meaning the Member will continue to consider the evidence before handing down its decision.

At 7.07pm the Presiding Member advised that the meeting would go “behind closed doors” to discuss Confidential Item 11.1 Waste to Energy Options. The livestream was stopped.

At 7.07pm Manager Development & Design left the meeting and did not return.

At 7.07pm Manager Strategic Planning & Sustainability left the meeting and did not return.

At 7.07pm Coordinator Place left the meeting and did not return.

At 7.07pm Manager Community Facilities left the meeting and did not return.

At 7.07pm Manager City Buildings and Asset Management left the meeting and did not return.

At 7.07pm Coordinator Project Planning & Delivery left the meeting and did not return.

11.1 WASTE TO ENERGY OPTIONS

RECOMMENDATION:

That Council:

1. **ENDORSES** the City exercising its Mindarie Regional Council exemption from disposal of all or part of its waste;
2. **APPROVES** the CEO providing 12 months notice to the Mindarie Regional Council of the City's intent to exercise its exemption, subject to an agreement not being achieved with a preferred tenderer and all member councils for a Waste to Energy contract, within the exemption notification period; and
3. **APPROVES** the CEO to undertake a procurement process for disposal of its residual waste to a Waste to Energy Facility, should the exemption come into effect.

CR WHEADON:

Do we have any statistics on how much recyclable material is currently going to landfill and that will go to waste to energy, particularly around red bins on the street?

MANAGER WASTE & RECYCLING

As part of the Mindarie Regional Council (MRC) the City participated in a series of waste audits of all three domestic kerbside bins, which include General Waste, FOGO, and Recycling waste streams. Data was collected in both 2024 and 2025. Based on the 195 and 221 general waste (red lid) bins sampled during the audit, the level of recyclables identified was 26.2% and 27.2% respectively.

We plan on conducting an audit on the level of contamination within our precinct street recycling bins, as these are typically too contaminated to be recycled. Over the past 12 months, we have also installed 30 Containers for Change cradles and baskets to capture eligible containers, with plans for more in the next year.

REPORTS WITH NO DISCUSSION

5.1 NO. 36 (LOT 23; D/P: 1493) VIEW STREET, NORTH PERTH - PROPOSED ALTERATIONS AND ADDITIONS TO A SINGLE HOUSE (AMENDMENT TO APPROVED)

Ward: North

Attachments: 1. Consultation and Location Plan 
2. Development Plans 
3. Determination Advice Notes 

RECOMMENDATION:

That Council:




1. ADVISES the Department of Planning Lands and Heritage that it SUPPORTS the grant of an easement for the benefit of the landowner of No.36 (Lot:23; D/P: 1493) View Street, North Perth pursuant to Section 144 of the *Land Administration Act 1997* over the portion of the adjacent road reserve required to accommodate the awning posts and associated footings, as shown in Attachment 2. All costs associated with the easement shall be at the landowner's/applicant's expense; and
2. In accordance with the provisions of the City of Vincent Local Planning Scheme No. 2 and the Metropolitan Region Scheme, APPROVES the application for Alterations and Additions to Single House (Amendment to Approved) at No. 36 (Lot: 23; D/P: 1493) View Street, North Perth in accordance with the plans shown in Attachment 2, deleting all conditions and advice notes of approval 5.2021.230.1 and imposing the following conditions and associated determination advice notes contained in Attachment 3:
 - 2.1 This approval is for Alterations and Additions to Single House (Amendment to Approved) as shown on the approved plans dated 10 November 2025. No other development forms part of this approval;
 - 2.2 Prior to the issue of a Building Permit, the applicant shall submit and have approved a schedule of materials, colours and finishes for the development to the satisfaction of the City;
 - 2.3 Prior to the issue of a Building Permit, an easement shall be placed on the certificate of title and deposited plan for the subject lot pursuant to Section 144 of the *Land Administration Act 1997* for the benefit of the landowner. All costs associated with the easement shall be at the landowner's/applicant's expense;
 - 2.4 Prior to the lodgement of a Building Permit for the proposed development on No. 36 View Street, North Perth ("the land"):
 - 2.4.1 The owner of the land shall enter into a deed of agreement ("Agreement") with the City whereby the owner:
 - 2.4.2 Indemnifies the City against any loss or damage to any property or thing, or death or injury to any person, in accordance with the terms of the Agreement; and
 - 2.4.3 Agrees to take out and maintain a policy of public liability insurance with a reputable insurer in an amount and on terms satisfactory to the City; and
 - 2.5 The owner of the land shall maintain and, if required by the City, remove at its cost the awning structure and associated infrastructure within the road reserve to the satisfaction of the City;
3. Prior to the completion of the development, one tree shall be planted in the View Street verge adjacent to the subject lot, in accordance with the City's specifications and to the satisfaction

of the City;

4. Any existing street trees within the verge in front of the lot shall be protected and maintained through the duration of construction to the satisfaction of the City;
5. At all times the pedestrian thoroughfare between the awning structure and No. 36 View Street shall be kept clear of obstructions and shall allow for unimpeded pedestrian movement, to the satisfaction of the City; and
6. All stormwater produced on the subject land shall be retained on site. Stormwater from the awning located within the road reserve may be discharged to the City's drainage system at the expense of the applicant/landowner, to the satisfaction of the City.

NO QUESTIONS ASKED

5.3 OUTCOME OF ADVERTISING AND APPROVAL OF LOCAL PLANNING POLICY - BUILT FORM AND LOCAL PLANNING POLICY - CHARACTER AREA GUIDELINES

- Attachments:
1. Local Planning Policy: Built Form 
 2. Local Planning Policy: Character Area Guidelines 
 3. Summary of Submissions: Character Area Guidelines 
 4. Schedule of Modifications - Character Area Guidelines 

RECOMMENDATION:

That Council:

1. **PROCEEDS** with amendments to Local Planning Policy: Built Form, included as Attachment 1, and Local Planning Policy: Character Area Guidelines, included as Attachment 2, pursuant to Schedule 2, Clause 5(1) of the *Planning and Development (Local Planning Schemes) Regulations 2015*;
2. **FORWARDS** the Local Planning Policy: Built Form and Local Planning Policy: Character Area Guidelines to the Western Australian Planning Commission for approval pursuant Schedule 2 Clause 4(3A) of the *Planning and Development (Local Planning Schemes) Regulations 2015* and in accordance with Part A, Clause 3.2.3b of the Residential Design Codes Volume 1 and Clause 1.2.2 of the Residential Design Codes Volume 2; and
3. **NOTES** that:
 - Administration will publish a notice in accordance with Clause 87 of the *Planning and Development (Local Planning Schemes) Regulations 2015* following approval from the Western Australian Planning Commission for the Local Planning Policy: Built Form and Local Planning Policy: Character Area Guidelines; and
 - Should standards of either the Local Planning Policy: Built Form and/or Local Planning Policy: Character Area Guidelines not be approved by the Western Australian Planning Commission, a further report will be presented back to Council.

NO QUESTIONS ASKED

ADDITIONAL INFORMATION:

*Local Planning Policy – Built Form (Built Form Policy, **Attachment 1**) has been updated to include the following wording on page 8 in relation to the policy application:*

The R-AC3 provisions of the R Codes Volume 2 shall apply to all multiple dwelling and mixed use applications for development approval on sites zoned Regional Centre, District Centre, Local Centre and Commercial.

This change does not affect any of the policy standards and is consistent with the existing wording of Clause 2.3 of the Built Form Policy.

This ensures that the assessment pathway is clear for apartment and mixed use developments in the City.

5.5 OUTCOME OF ADVERTISING AND ADOPTION OF LEEDERVILLE TOWN CENTRE PLACE PLAN 2025-2030

- Attachments:**
1. Leederville Town Centre Place Plan 2025-2030 - Summary of Submissions 
 2. Leederville Town Centre Place Plan 2025-2030 

RECOMMENDATION:

That Council **ADOPTS** the Leederville Town Centre Place Plan 2025-2030.

NO QUESTIONS ASKED

7.1 FINANCIAL STATEMENTS AS AT 31 OCTOBER 2025





Attachments: 1. Financial Statements as at 31 October 2025 

RECOMMENDATION:

That Council **RECEIVES** the Financial Statements for the month ended 31 October 2025 as shown in Attachment 1.

NO QUESTIONS ASKED

7.2 AUTHORISATION OF EXPENDITURE FOR THE PERIOD 01 OCTOBER TO 31 OCTOBER 2025

- Attachments:
1. October 2025- Payments by EFT and Payroll 
 2. October 2025- Payments by Direct Debit 
 3. October 2025- Payments by Cheques 
 4. October 2025- Payments by Fuel Cards 

Recommendation:

That Council RECEIVES the list of accounts paid under delegated authority for the period 01 October 2025 to 31 October 2025 as detailed in Attachments 1, 2 and 3 as summarised below:

EFT payments, including payroll		\$ 10,003,010.05
Cheques	82810	\$350.40
Direct debits, including credit cards		\$ 256,537.86
Total payments for October 2025		\$10,259,898.31

NO QUESTIONS ASKED

7.3 INVESTMENT REPORT AS AT 31 OCTOBER 2025




Attachments: 1. Investment Report as at 31 October 2025 

RECOMMENDATION:

That Council **NOTES** the Investment Statistics for the month ended 31 October 2025 as detailed in Attachment 1.

NO QUESTIONS ASKED

8.1 CORPORATE DOCUMENT REGISTER: 2025 IMPLEMENTATION REVIEW AND 2026 REVIEW PROGRAM

- Attachments:**
1. Corporate Document Review Summary 
 2. Corporate Document Register and Review Plan 
 3. 2026 Review Program 

RECOMMENDATION

That Council:

1. **RECEIVES** the Corporate Document Review Summary at Attachment 1; and
2. **APPROVES** the:
 - 2.1 updated Corporate Document Register and Review Plan, at Attachment 2; and
 - 2.2 2026 Review Program at Attachment 3.

NO QUESTIONS ASKED

8.2 COUNCIL RECESS PERIOD 2025-26 - DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER

Attachments: Nil

RECOMMENDATION:

1. That Council **DELEGATES BY ABSOLUTE MAJORITY**, pursuant to section 5.42 of the *Local Government Act 1995*, to the Chief Executive Officer, the power to deal with any items of business that may arise between 10 December 2025 and 2 February 2026, and which are not the subject of delegated authority already granted by Council, subject to:
 - 1.1 Reports being issued to all Council Members for a period of three business days with Council Members notified by phone prior to the delegated decision being made and no requests for 'call-in' of the matter being received from Council Members;
 - 1.2 Reports being displayed on the City's website for a period of three business days prior to the delegated decision being made;
 - 1.3 A report summarising the items of business dealt with under delegated authority being submitted for information to Council at its Ordinary Meeting to be held on 10 February 2026; and
 - 1.4 A Register of Items Approved under this Delegated Authority is being kept and made available for public inspection on the City's website during the period that the delegation applies;
2. **DETERMINES** for the purpose of section 5.43(d) of the *Local Government Act 1995* that the Chief Executive Officer is delegated authority to negotiate and approve the lease in respect of No. 4 View St, North Perth, up to a limit not exceeding the current gross rental value of the property, subject to the conditions in recommendation 1.1 to 1.4 above.

NO QUESTIONS ASKED

9 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

10 REPRESENTATION ON COMMITTEES AND PUBLIC BODIES

Nil

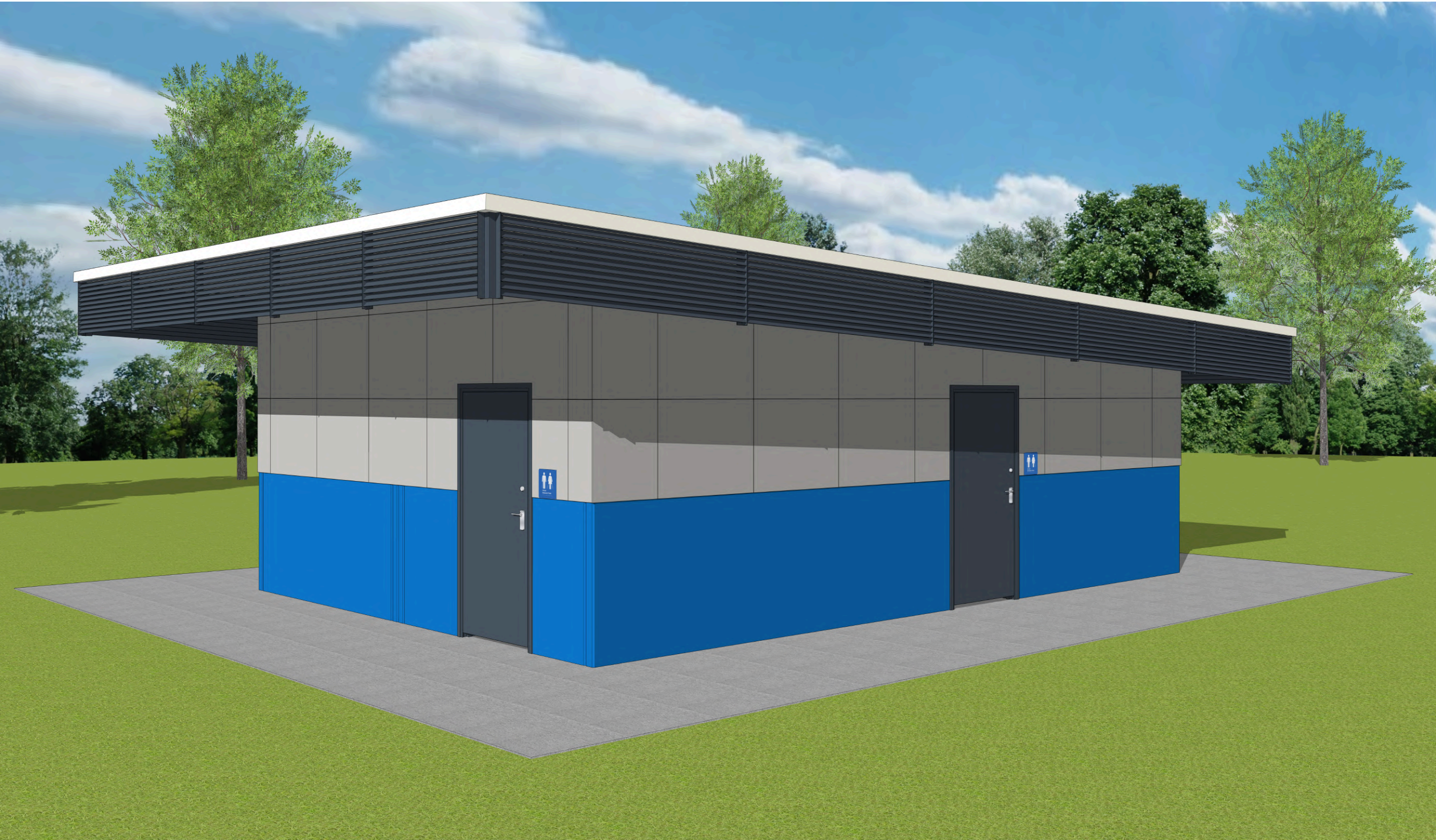
11 CONFIDENTIAL ITEMS/MATTERS FOR WHICH THE MEETING MAY BE CLOSED

11.2 DECLARATION OF SECONDARY EMPLOYMENT – CHIEF EXECUTIVE OFFICER

This report will be presented to the Council Meeting on 9 December 2025.

12 CLOSURE

There being no further business the meeting closed at 7.23pm.



PERSPECTIVE

NTS



A : 16 Merrifield Street, Albany, WA 6330
W : www.rebusrestrooms.com.au
P : 1300 270 244
E : sales@rebuswa.com.au

REVISIONS			
REV#	BY	DESCRIPTION	DATE
00	BB	ISSUED FOR REVIEW	14.11.2025

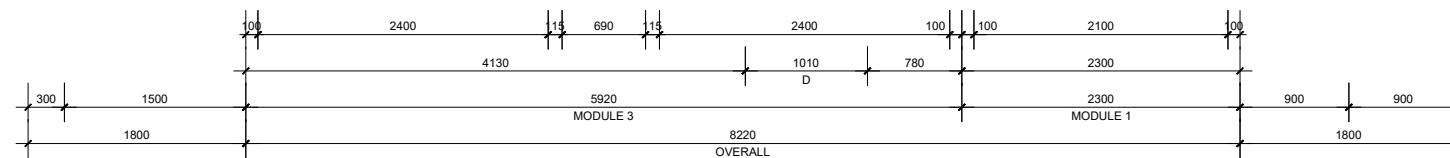
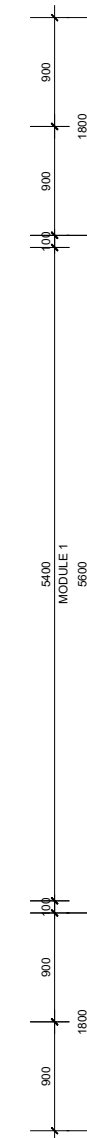
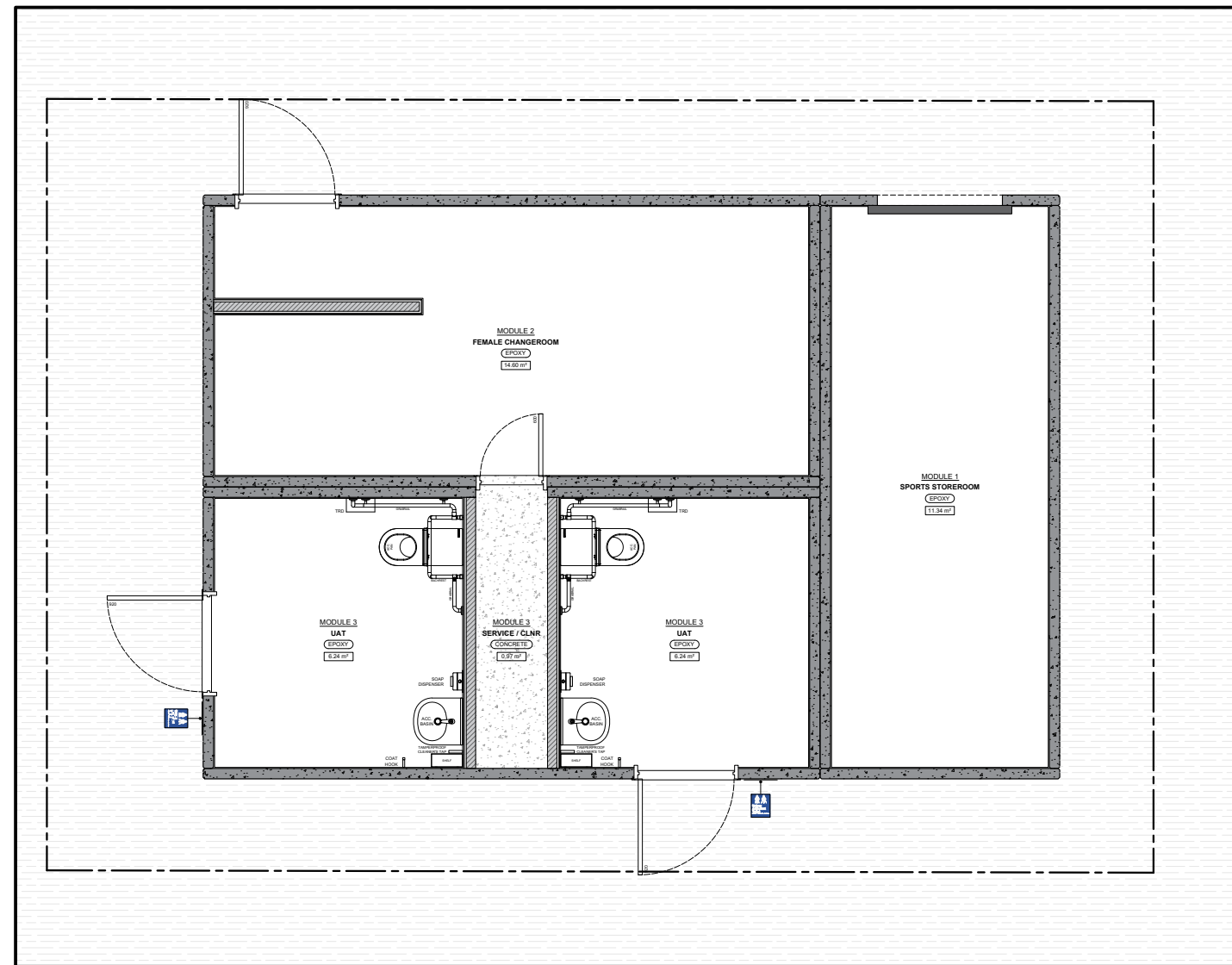
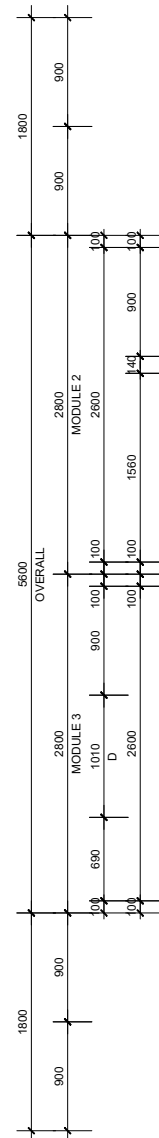
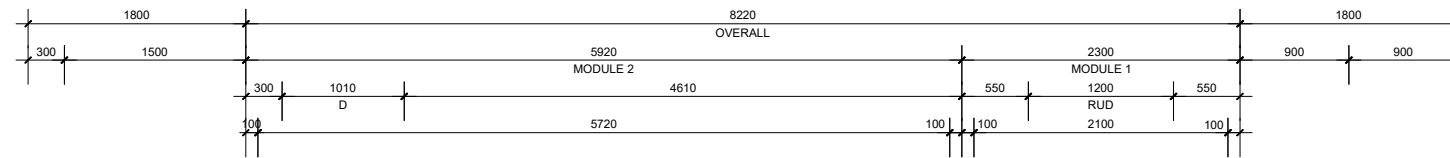
GENERAL NOTES:

1. ALL DISCREPANCIES SHALL BE REFERRED TO THE SUPERVISOR FOR A DECISION BEFORE PROCEEDING WITH THE WORK.
2. COMPLY WITH THE LATEST SAA CODES & AMENDMENTS.
3. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH AS 3600-(2001).
4. DESIGN OF LIFTING POINTS AND TEMPORARY BRACE.
5. NOTIFY THE SUPERVISOR A MIN OF 24-HOURS BEFORE PLACING CONCRETE.

REQUEST TITLE:
BEATTY PARK RESERVE - TOILET BLOCK CONCEPT DRAWING
CITY OF VINCENT, WA 6006

DRAWING TITLE: **PERSPECTIVE**

SCALE: 1:100	MODELLED BY: BB	DWG CREATED DATE: 14.11.2025	DWG EDITED BY: BB	CHECKED BY: AS / MR	
REQUEST QUOTE NUMBER: RQ350-Op2		DRAWING NUMBER: RQ350-A-3D-001		REVISION 00	PAGE 01



FLOOR PLAN

SCALE 1:50



A : 16 Merrifield Street, Albany, WA 6330
W : www.rebusrestrooms.com.au
P : 1300 270 244
E : sales@rebuswa.com.au

REVISIONS			
REV#	BY	DESCRIPTION	DATE
00	BB	ISSUED FOR REVIEW	14.11.2025

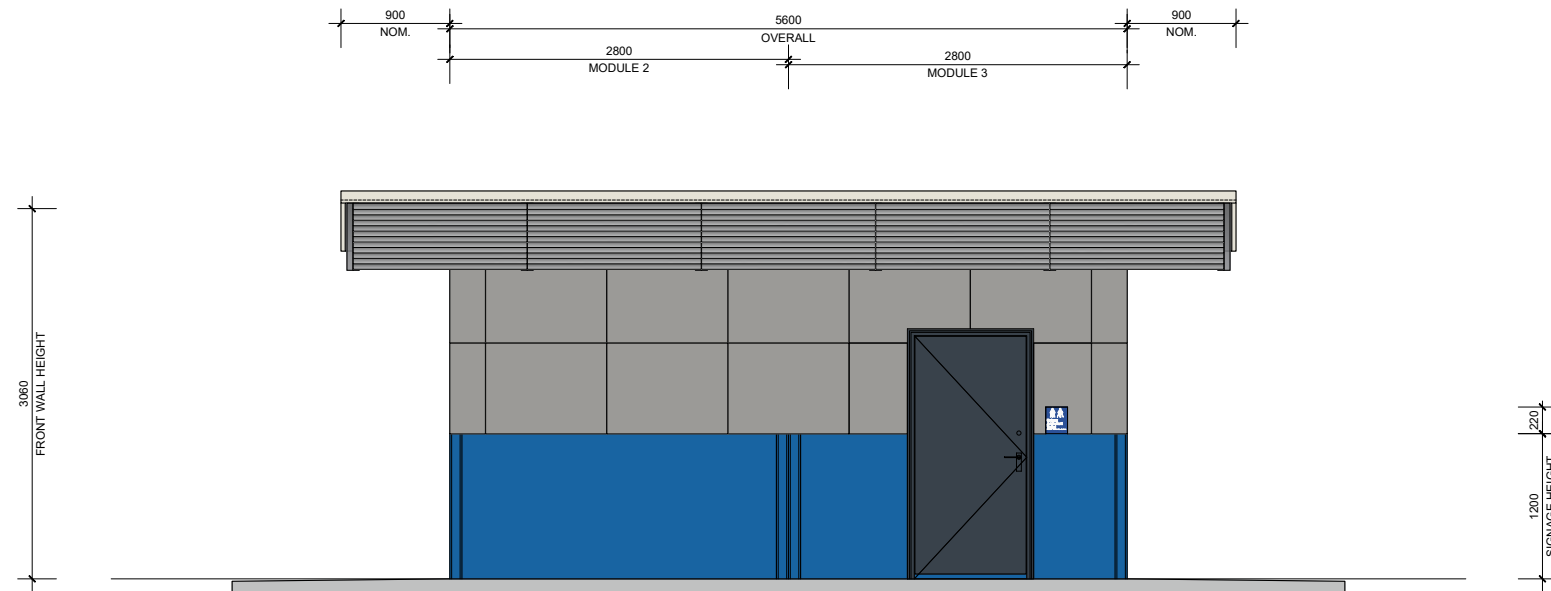
GENERAL NOTES:

- ALL DISCREPANCIES SHALL BE REFERRED TO THE SUPERVISOR FOR A DECISION BEFORE PROCEEDING WITH THE WORK.
- COMPLY WITH THE LATEST SAA CODES & AMENDMENTS.
- ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH AS 3600-(2001).
- DESIGN OF LIFTING POINTS AND TEMPORARY BRACE.
- NOTIFY THE SUPERVISOR A MIN OF 24-HOURS BEFORE PLACING CONCRETE.

REQUEST TITLE:
BEATTY PARK RESERVE - TOILET BLOCK CONCEPT DRAWING
CITY OF VINCENT, WA 6006

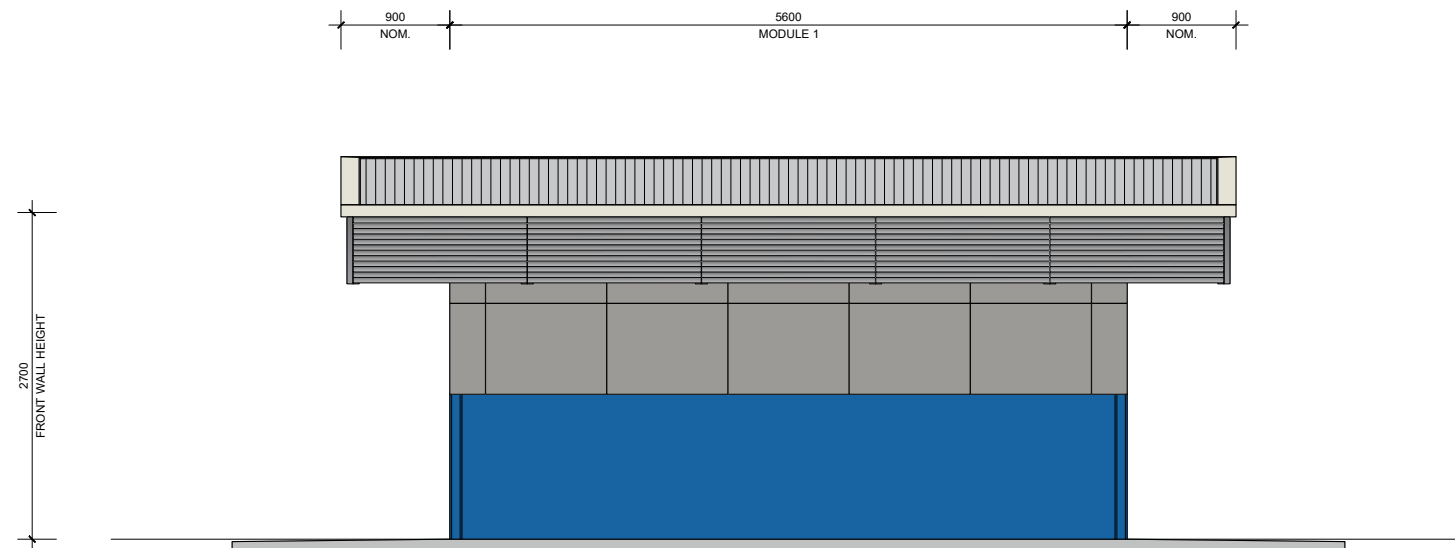
DRAWING TITLE: **FLOOR PLAN**

SCALE: 1:100	MODELLED BY: BB	DWG CREATED DATE: 14.11.2025	DWG EDITED BY: BB	CHECKED BY: AS / MR	
REQUEST QUOTE NUMBER: RQ350-Op2		DRAWING NUMBER: RQ350-A-FP-001		REVISION 00	PAGE 02



FRONT ELEVATION

SCALE 1:50



REAR ELEVATION

SCALE 1:50

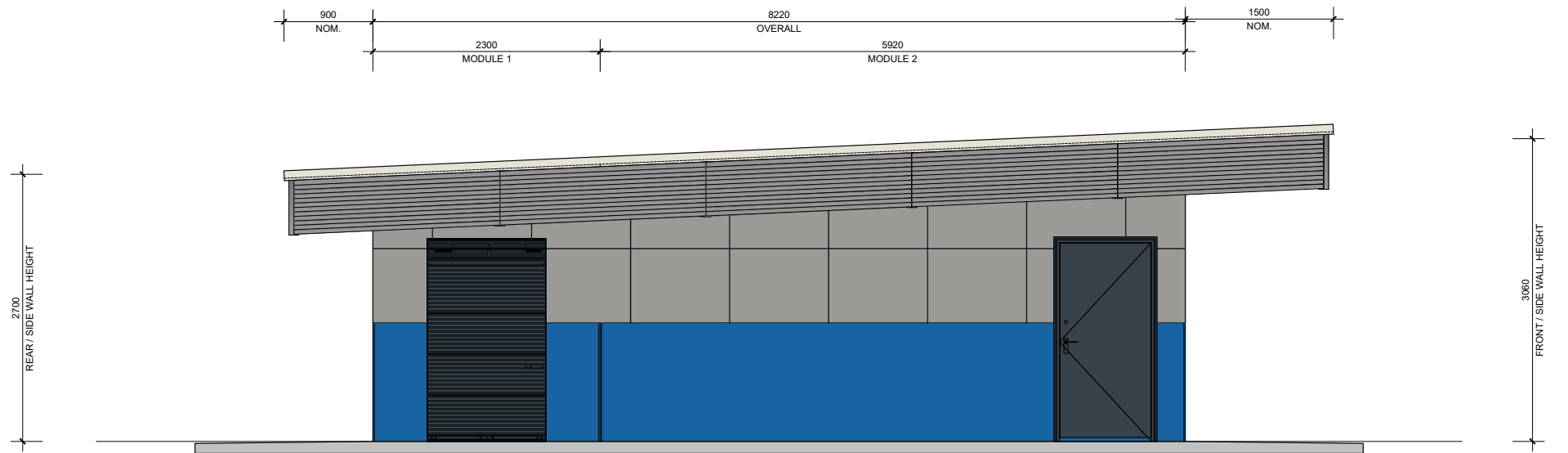


A : 16 Merrifield Street, Albany, WA 6330
W : www.rebusrestrooms.com.au
P : 1300 270 244
E : sales@rebuswa.com.au

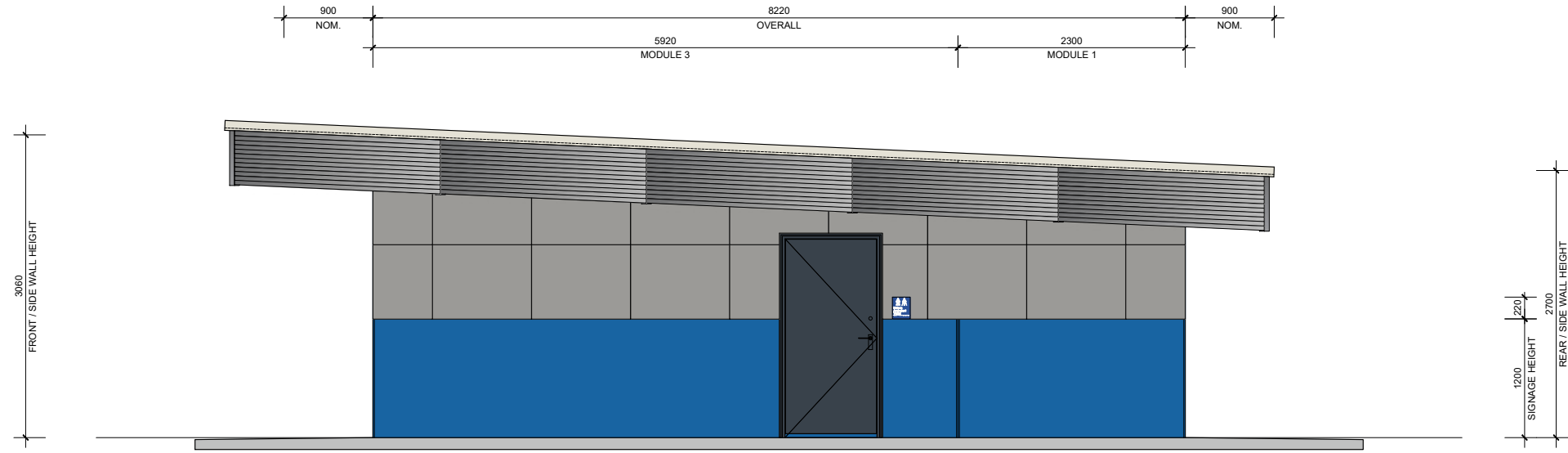
REVISIONS			
REV#	BY	DESCRIPTION	DATE
00	BB	ISSUED FOR REVIEW	14.11.2025

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 4. DESIGN OF LIFTING POINTS AND TEMPORARY BRACE.
 5. NOTIFY THE SUPERVISOR A MIN OF 24-HOURS BEFORE PLACING CONCRETE.

REQUEST TITLE: BEATTY PARK RESERVE - TOILET BLOCK CONCEPT DRAWING CITY OF VINCENT, WA 6006			
DRAWING TITLE: ELEVATION			
SCALE: 1:100	MODELLED BY: BB	DWG CREATED DATE: 14.11.2025	DWG EDITED BY: BB
REQUEST QUOTE NUMBER: RQ350-Op2		DRAWING NUMBER: RQ350-A-EL-001	CHECKED BY: AS / MR REVISION 00 PAGE 03



LEFT SIDE ELEVATION
SCALE 1:50



RIGHT SIDE ELEVATION
SCALE 1:50



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REVISIONS			
00	BB	ISSUED FOR REVIEW	14.11.2025
REV#	BY	DESCRIPTION	DATE

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 5. NOTIFY THE SUPERVISOR A MIN OF 24-HOURS BEFORE PLACING CONCRETE.

REQUEST TITLE:
BEATTY PARK RESERVE - TOILET BLOCK CONCEPT DRAWING
CITY OF VINCENT, WA 6006

DRAWING TITLE: **ELEVATION**

SCALE: 1:100	MODELLED BY: BB	DWG CREATED DATE: 14.11.2025	DWG EDITED BY: BB	CHECKED BY: AS / MR	
REQUEST QUOTE NUMBER: RQ350-Op2		DRAWING NUMBER: RQ350-A-EL-002		REVISION 00	PAGE 04

Images of Buildings In Progress and Completed and Concept Views:



Hand Painted Mural – External Finish
- Belambi Boat Ramp – Wollongong NSW



Graphics Wrap – External Finish
- Ocean Reef Marina Boat Ramp WA



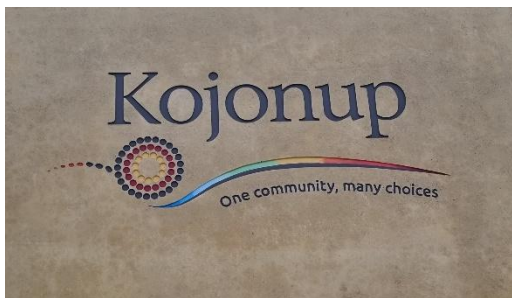
Cast-In Weatherboard Look – External Finish
- *Saylor Park – Karratha WA*



Weatherboard Plank Style Cast-In – External Finish
- *Concept View – Eyre Park Contract with City of Albany*



Simple Cast-In Design
- *Concept View*



Cast-In Text – Painted Out (with oxide coloured concrete)
- Memorial Hall – Shire of Kojonup WA



CITY OF VINCENT

REQUEST FOR QUOTATION

Beatty Park Reserve Toilet Facility Upgrade

REFERENCE: RFQ IE521/2025

ENQUIRIES: Please submit questions in VendorPanel

LODGEMENT OF QUOTATION:

Submissions must be lodged via VendorPanel. It is recommended to **combine your documents into one (1) PDF file and add a contents page**. The Large File Uploader can take files more than 15Mb each but less than 150mb. If your combined file will exceed 150MB, you can split it and upload multiple files to a maximum of five (5) files. Submissions should not include electronic zipped files with many subfolders and subdocuments.

CLOSING DATE: **19 November 2025**

MANDATORY SITE MEETING: **Thursday 6 November 10AM (WST)**

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PART 1 CONDITIONS OF RESPONDING

READ AND KEEP THIS PART

1.1 Contract requirements

The City is calling for quotations from suitably qualified and experienced Contractors to undertake the design documentation and construction of a public toilet and storage facility, with an optional changeroom for the City of Vincent.

A full statement of the services required under the proposed Contract appears in Part 2 – Scope of Work and Specifications.

1.2 Definitions

In this document:

Attachments:	means the documents attached to your Response;
Contractor:	means the Respondent whose Response is accepted by the City and with whom the City enters into a contract for the Services;
Deadline:	means the closing date shown on the front cover of this Request for lodgment of your Response;
General Conditions of Contract:	means the general conditions of contract contained in Part 3 of this Request;
Offer:	means the offer form at Part 4 of this Request together with any relevant Attachments;
City:	means the City of Vincent;
City's Representative	means the Chief Executive Officer or his authorised representative;
Principal:	means the City;
Request or RFQ :	means this document including all of Parts 1 to 4;
Response:	means the completed Offer form (including the response to the Selection Criteria) and the Attachments (if any);
Respondent:	means the person(s), consultant and/or corporation(s) that submits an Offer to the City, and includes the executors, administrators, successors and assigns of the Respondent;
Selection Criteria:	the criteria used by the City in evaluating your Response incorporating the qualitative and compliance criteria (as detailed in Part 4); and
Services:	means the goods and/or services requested by the City as set out in Part 2 (Scope of Work and Specification) of this Request;
Specification:	the statement of Services that the City requests you to provide if selected.

1.3 How to Prepare Your Response

- a) Carefully read all parts of this document.
- b) Ensure you understand the Services.
- c) Complete and return the Offer (Part 4) in all respects and include all Attachments.
- d) Make sure you have signed the Offer form and responded to all of the Selection Criteria (as set out in the Offer).

- e) Lodge your Response before the expiry of the Deadline.
- f) For ease of evaluation, a maximum of five (5) files in any one Response. It is recommended to combine your documents into one file and add a contents page.

1.4 Contact Person

Respondents should not rely on any information provided by any person other than the person listed below. All enquiries shall be in writing and forwarded to the contact person listed below:

Olla Dedic

a/Contracts and Procurement Officer

Tel: 08 9273 6581

Email: tenders@vincent.wa.gov.au

1.5 Selection Criteria

The Contract may be awarded to a Respondent who best demonstrates the ability to provide quality products and or services at a competitive price. The quoted prices will be assessed together with the qualitative and compliance criteria (together comprising the Selection Criteria) by an evaluation panel established by the City (**Evaluation Panel**) to determine the most advantageous outcome to the City.

The City has adopted the best value for money approach to this Request. This means that, although price is considered, the Response containing the lowest price will not necessarily be accepted, nor will the offer ranked the highest on the qualitative criteria as set out in Part 4, clause 4.2.3 of the Offer (**Qualitative Criteria**).

A scoring system will be used as part of the assessment of the Qualitative Criteria. Unless otherwise stated, a Response which provides all the information requested will be assessed as satisfactory.

The extent to which a Respondent demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Response will be used as one of the factors in the final assessment of the Qualitative Criteria and in the overall assessment of value for money.

1.6 Compliance Criteria

The compliance criteria are detailed within Part 4, clause 4.2.1 (**Compliance Criteria**) of this document and will not be point scored. Each Response will be assessed on a Yes/No basis as to whether the Compliance Criterion is satisfactorily met. An assessment of "No" against any Compliance Criterion may eliminate the Response from consideration.

1.7 Qualitative Criteria

In determining the most advantageous Response, the Evaluation Panel will score each Response against the Qualitative Criteria as detailed within Part 4 of this document. Each Qualitative Criterion will be weighted to indicate the relative degree of importance that the City places on the technical aspects of the goods or services being purchased.

Note: it is essential that Respondents address each Qualitative Criterion. Failure to provide the specified information may result in elimination from the evaluation process or a low score that could result in a Response being unsuccessful.

1.8 Value Considerations

The Evaluation Panel will make a series of value judgements based on the capability of the Respondents to complete the Services and a number of factors will be considered including:

- (a) the Qualitative Criteria ranking of each Respondent; and
- (b) the pricing submitted by each Respondent.

Once the Responses have been ranked, the Evaluation Panel will make a value judgement as to the cost affordability, Qualitative Criteria ranking and risk assessment of each Response, in order to determine the Response which is most advantageous to the City.

The quoted price will be considered along with related factors affecting the total cost to the City (e.g. the lifetime operating costs of goods or the City's contract management costs may also be considered in assessing the best value for money outcome).

1.9 Risk Assessment

- a) The City may have access to and give consideration to:
 - i) any risk assessment undertaken by any credit rating agency;
 - ii) any financial analytical assessment undertaken by any agency; and
 - iii) any information produced by the Bank, financial institution, or accountant of a Respondent;

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

- b) Respondents may be required to undertake to provide to the City (or its nominated agent) upon request all such information as the City reasonably requires to satisfy itself that Respondent are financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract. The City reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality.
- c) The financial assessment is specifically for use by the City for the purpose of assessing Respondents and will be treated as strictly confidential.
- d) The City will also consider any material contractual departures identified in a Respondent's Statement of Departures, as described in Clause 1.27, as part of the overall risk assessment.

1.10 Lodgment of Response and Delivery Method

The Response must be lodged before the Deadline stated on the cover page of this request.

Respondents must ensure the Response, including the complete Offer form, price schedule and any drawings, written statements or other information (if required), is submitted before the expiry of the Deadline.

1.11 Rejection of Responses

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

- (a) it is not submitted before the Deadline expiry; or
- (b) it is not submitted in the manner specified in the Request; or
- (c) the Respondent is listed on the Workplace Gender Equality Agency non-compliant list; or
- (d) the Respondent does not submit an Offer form which has been completed and signed together with all the required Attachments.

A Response may also be rejected if it fails to comply with any other requirements of the Request.

1.12 Acceptance of Responses

Unless otherwise stated in this Request, Responses must be for all of the Services. The City is not bound to accept the lowest Response and may reject any or all Responses submitted.

1.13 Response Validity Period

All Responses shall remain valid and open for acceptance by the City for a minimum period of ninety (90) days from the day after the Deadline expires.

1.14 Precedence of Documents

If there is any conflict or inconsistency between the terms and conditions of this Part 1 (Conditions of Responding) and those in Part 3 (General Conditions of Contract) of this Request, the terms and conditions appearing in this Part 1 (Conditions of Responding) will take precedence.

1.15 Document Discrepancies

- (a) If the Respondent discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out this Request or the Services, the Respondent shall give written notice to the City immediately upon becoming aware of the inconsistency, ambiguity or discrepancy.
- (b) Upon receiving notice from the Respondent (in accordance with clause 1.14(a)), the City will direct the Respondent as to the interpretation of the document.
- (c) If any such direction causes the Respondent to incur more or less cost, the difference shall be assessed by the City and added to or deducted from the contracted sum.

1.16 Variations

- (a) The Respondents shall not vary the Services or the work necessary to complete the Services, unless directed in writing by the City to do so.
- (b) The City will issue an addendum to all registered Respondents where matters of significance make it necessary to amend the issued Request documents before the Deadline.
- (c) The City may request the Respondent to give a detailed quotation of the proposed variation supported by evidence of cost.
- (d) Any costs or charges payable in respect of any variation shall be agreed upon by the City.
- (e) If the City agrees to the variation, prices will be based on the rates usually charged by the Respondent under this RFQ. If variations are requested for the convenience of the Respondent, the variation may be granted at no extra time nor cost to the City.

1.17 Occupational Safety and Health

All Respondents shall ensure that their plant, equipment and personnel comply with the *Work Health and Safety Act 2020 and Work Health and Safety Regulations 2022*.

1.18 Disability Access and Inclusion Plan

It is a requirement of the *Disability Services Act 1993* that public authorities take all practical measures to ensure that their Disability Access and Inclusion Plan (**DAIP**) are implemented by their officers, employees, agents and contractors.

If the contract involves the supply of services to the public, then the successful Contractor will, to the extent practicable, implement the City's DAIP prepared under the *Disability Services Act 1993*.

1.19 Conflict of Interest

Respondents are required to disclose any information which might be relevant to an actual or potential conflict of interest. The existence of or failure to declare such a conflict of interest will entitle the City to terminate the Respondent's offer.

1.20 Anti-Collusion Clause

(a) Anti-Collusion Warranty

By submitting a response, the Respondent warrants that:

- i) The submission has been prepared independently and without consultation, communication, agreement, or arrangement with any other Respondent (or potential Respondent) for the purpose of:
 - 1. Fixing or adjusting prices, rates, or other elements of the submission;
 - 2. Agreeing to submit or not submit a response;
 - 3. Submitting a complementary or non-competitive response; or
 - 4. Dividing or allocating markets, customers, or geographic areas;
- ii) The contents of the submission have not been disclosed, and will not be disclosed, to any other Respondent (or potential Respondent), except where

such disclosure is to employees, consultants, or advisers for the sole purpose of preparing the response;

- iii) No attempt has been made to induce any other person or entity to submit or not submit a response for the purpose of restricting competition.

(b) Acknowledgement of Legal and Ethical Obligations

The Respondent acknowledges that engaging in collusive or anti-competitive conduct may constitute a breach of the *Competition and Consumer Act 2010 (Cth)* and may lead to serious civil or criminal penalties. Such conduct may also result in the Respondent being excluded from this and future procurement processes conducted by the City of Vincent.

(c) Investigation and Remedies

The City of Vincent reserves the right to:

- i) Reject any submission where it has reasonable grounds to suspect the submission involves collusion or other anti-competitive behaviour;
- ii) Report any suspected collusion or bid rigging to the Australian Competition and Consumer Commission (ACCC) or other relevant authorities;
- iii) Pursue legal or contractual remedies where the City suffers loss or is otherwise adversely affected by collusive conduct.

1.21 Workplace Gender Equality Agency Non-Compliance List

The City of Vincent will not enter into contract with an organisations listed on the Workplace Gender Equality Agency's non-complaint list. The list can be found at the following link: <https://www.wgea.gov.au/non-compliant-list>. If a Respondent is listed on the non-compliant list their submission will be deemed non-compliant and will not proceed to evaluation.

1.22 Limitation to Liability

- (a) The City reserves the right, without advance notice, without explanation and for any cause whatsoever not to proceed with this Request.
- (b) The City will not reimburse any Respondent for any costs directly or indirectly incurred by that Respondent in connection with this Request.
- (c) The City does not warrant to a Respondent the accuracy or reliability of any of the contents of this Request or any other document provided by the City, its employees, agents or advisers to a Respondent in conjunction with this Request.
- (d) No responsibility (including responsibility by reason of negligence) is assumed by the City, its employees, contractors, agents or advisers in respect of the contents of, or omissions from, any document provided by the City to a Respondent in connection with this Request. Each Respondent must make its own independent enquiries concerning all matters relevant to the Request and the Services.

- (e) Before the issue of this Request, meetings, conversations and other contacts may have occurred between the Respondent and the City. These meetings, conversations and contacts will not form the basis of this Request and varied by issue of Addendum.

1.23 Canvassing of City Councillors or employees

If a Respondent, whether personally or by an agent, canvasses any of the City's Councillors, employees or contractors (as the case may be) with a view to influencing the acceptance of any Response made by it or any other Respondent, then regardless of such canvassing having any influence on the acceptance of such Response, the City may at its absolute discretion omit the Respondent from consideration.

If at any stage a Respondent has any concerns with the Request process, these concerns need to be addressed to the City's Executive Manager Corporate Strategy and Governance in the first instance.

1.24 Identity of the Respondent

The identity of the Respondent and the Contractor is fundamental to the City. The Respondent is the individual(s) and/or entity named in Part 4 and that signs the execution clause in the Offer form in Part 4.

1.25 Request not binding

This Request does not form any contractual relationship with the City. The Contract will only be formed once a written agreement is entered into between the City and the successful Respondent.

The Respondent submission is required to be approved by the City and no contract will be formed with any Respondent until the approvals have been received.

1.26 Departures from Specified Requirements

Each Respondent must provide a Statement of Departures with the Response. The purpose of this Statement is to highlight those clauses in the Contract and/or conditions in the request documents that the Respondent does not accept or will not be able to fully comply with.

The Statement of Departures must be in the format and completed in accordance with the instructions specified in item 4.2.6 Schedule of Departures.

If the Statement of Departures is not completed or if it does not indicate clauses or conditions of the Contract or request documents that the Respondent does not accept or will not be able to fully comply with, the Respondent will be deemed to have fully complied with and accepted all those clauses and conditions. Such full compliance means:

- a) in the case of a clause which is of an informative nature only – that the clause has been read and understood;
- b) in the case of a clause which imposes a contractual condition – that the condition is agreed to in a strict and literal sense; and
- c) in the case of a clause which specifies a characteristic or performance standard to be met by the Respondent – that the Respondents offer is to provide or exceed the specified characteristic or standard.

1.27 Material Departures and Risk Assessment

Respondents are advised that contractual departures identified in their Statement of Departures that are considered material by the City may be assessed as introducing a high risk to the City. The City reserves the right to consider the nature and extent of any such departures when undertaking the risk assessment in accordance with Clause 1.9 and when evaluating Responses in accordance with Clause 1.8.

Material departures may, without limitation, include departures that affect indemnities, insurances, warranties, limitations of liability, payment terms, or performance standards.

The City may, at its absolute discretion, treat material departures as a factor adversely affecting the Respondent's risk profile and the Respondent's overall value-for-money assessment.

PART 2 SCOPE OF WORK AND SPECIFICATION

READ AND KEEP THIS PART

2.1 Introduction/Background

The City of Vincent intends to construct a public toilet and storage facility, with an optional changeroom, at Beatty Park Reserve. A specific location has been nominated for the facility; respondents must refer to the provided site plan (Attachment 3).

The City of Vincent is requesting quotations from suitably qualified and experienced contractors for the design and construction of a new facility comprising of:

- A public toilet block
- A storage room
- An optional changeroom

2.2 Separable Portions

2.2.1 The scope of work is presented as a separable portion contract where the design documentation and delivery, and the site preparation and construction each form two individual portions of work.

2.2.2 Contractor(s) may provide submissions for single or both portions of the contract and the City will at its sole discretion award these portions individually or collectively.

2.2.3 The City reserves the right to not to award portions of this contract.

2.2.4 Contractors must indicate which portions it is responding to by ticking the box in Part 4 Item 4.2 of this Request.

2.2.5 If responding to both portions separate responses addressing the Qualitative Criteria and Pricing must be submitted.

2.2.6 There are two (2) separable portions of work, as detailed below.

2.2.7 Separable Portion 1 Design & Deliver

Refer to 'Attachment 1- Scope SP1' for Scope Requirements

2.2.8 Separable Portion 2 Site Preparation and Construction

Refer to 'Attachment 2 – Scope SP2' for Scope Requirements

2.3 Key Deliverables

2.3.1 Quotation Stage

- a) Confirmation of project scope and proposed service outline
- b) Scaled plans, elevations, renders, and materials schedule
- c) Schedule of works stating Practical Completion.

- d) Schedule of rates and detailed quote breakdown
- e) Overview of safety approach, track record, and HSE personnel
- f) Draft Health, Safety and Environment (HSE) Management Plan
- g) General site operation procedures including access, laydown, exclusion zones, and fencing
- h) Certificates of required insurances (as per RFQ)

2.3.2 Post-Contract Award

- a) Confirm site access, operating hours, and plant/equipment register
- b) Details of plumbing pre-lay, service connections, and utility controls
- c) Structural Certification and Certificate of Design Compliance (BCA/NCC)
- d) Submission of certified construction documentation for building permit
- e) Coordination of utility connections (water, sewerage, electrical)
- f) Construction of ablutions facility per approved design
- g) Provision of electrical, plumbing, and building certifications
- h) Handover documentation including OEM manuals, product warranties, and As-Constructed Drawings

2.4 Work Not Included

The Contractor is not required to undertake:

- Construction of footpath from bike path
- Surrounding landscaping

2.5 Implementation Timetable

The below table outlines the key tasks for the project including estimated timelines for each:

Task	Detail	Estimated timeline
1. Awarding of RFQ	Successful Contractor notified	December 2025
2. Program of works	Respondents must provide end-to-end program of works specifying Practical Completion	1 February 2026
3. Project Completion	Practical Completion and Acceptance by the City	30 April 2026

The City may, by written notice to Respondent, alter this proposed timetable at any time.

PART 3 GENERAL CONDITIONS OF CONTRACT

Read and keep this part.

3.1 The engagement

The contract will:

- (a) commence on the date the last party signs the contract;
- (b) be governed by and construed with reference to the laws for the time being in force in the State of Western Australia; and
- (c) comprise the following documents:
 - i) WALGA PSP012 Procurement Form (Construction Contract);
 - ii) the Request;
 - iii) these General Conditions of Contract (contained in this Part 3) and Scope of Works and Specification (in Part 2); and
 - iv) any Special Conditions;
 - v) the Brief; and
 - vi) any other documents listed in the Schedule of Documents in the RFQ.
 - vii) the Contractor's Response.(together the **Contract**).

3.2 Contract period

- (d) The Contract is for a period of 6 months from the date of Agreement.
- (e) The City reserves the right to review the Contractor's performance of the Contract on a regular basis.
- (f) If the Contractor fails in any manner to carry out the terms of the Contract to the City's satisfaction, the City may terminate the Contract by providing thirty (30) days' written notice to the Contractor.
- (g) Please refer to clause 2.4 – Implementation Timetable, above for indicative timeframes for the project.

3.3 Status of Contractor

The Contractor is an independent, professional person/entity. Nothing contained herein will constitute the relationship of partnership or employer and employee between the Contractor and City and it is the express intention of both parties that any such relationships are denied.

3.4 Transfer or assignment

The Contractor shall not, without the prior written approval of the City (which approval may be granted or withheld in the City's absolute discretion), transfer, assign, charge or

encumber all or any part of its rights, titles, entitlements or interests under the Contract to any third party.

3.5 Engagement of sub-contractors

- (a) Unless provided for in the Contract, the Contractor will not subcontract any part of the Services (or work required to complete the Services) to a third party without the prior written approval of the City which approval may be granted or withheld in the City's absolute discretion.
- (b) Any approval given to the Contractor by the City to engage a sub-contractor to provide all or any part of the Services does not relieve the Contractor from any of the Contractor's liabilities or obligations under the Contract.
- (c) The Contractor is, at all times, liable for the work of its employees, agents and sub-contractors (if any) in providing the Services.

3.6 Variations

- (a) The City may, by written notice to the Contractor, direct the Contractor to vary the scope of the Services and the Contractor will be bound to comply with that direction.
- (b) Any variation in the fee payable to the Contractor, as a consequence of a direction issued by the City under this clause 3.6, will be agreed between the City and the Contractor at the time the direction is issued.

3.7 Fee and payment

- (a) The fee payable to the Contractor under the Contract will be based on a fixed lump sum, payable in three instalments over the term of the Contract
- (b) Each instalment will become due and payable upon satisfactory completion of each task specified in the Implementation Timetable in clause 2.4.
- (c) Upon completion of a task, the Contractor will submit a tax invoice for the instalment.
- (d) Unless otherwise indicated, prices submitted must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Response, as being additional will not be allowed as a charge for any transaction under any resultant Contract.
- (e) The City will pay the instalment within thirty (30) days of receipt of the invoice.

3.8 Termination

- (a) The Contractor will be in breach of the Contract if it fails to perform or observe any obligations or undertaking to be performed or observed on its part under this Request.
- (b) If the Contractor commits a substantial breach of the Contract, the City may, give written notification specifying the relevant default (**Notice**) and requiring the Contractor to:
 - (i) where the default is incapable of being remedied, to show cause why the Contract should not be terminated as a result of the Contractor's breach; or
 - (ii) where the default is capable of being rectified or compensated for, rectify the default or pay the specified compensation within the time specified in the Notice.

- (c) Where:
 - (i) the Contractor fails to respond within fourteen (14) days of receiving a Notice; or
 - (ii) the default is not remedied or compensated for within the timeframe stated in the Notice and the Contractor has not claimed an extension of time to remedy the default,

the City may terminate the Contract or limit the Services being provided under the Contract effective from the date specified in the Notice.

3.9 Confidentiality and publicity

- (a) For the purpose of this clause 3.9:

Confidential Information means all information relating to the City and its affairs, business, data and records (including any personal or sensitive information) which is not in the public domain and includes any such information in the City's power, possession or control concerning or belonging to any other person.
- (b) The Contractor must not disclose any Confidential Information accessed or gained by the Contractor as a result of undertaking the Services except to the extent that:
 - (i) the Confidential Information is required to be disclosed by the operation of any law, judicial or parliamentary body or governmental agency;
 - (ii) the City has authorised in writing the disclosure of the Confidential Information; or
 - (iii) the Confidential Information is disclosed by the Contractors to its employees, agents or professional advisers who have agreed to keep confidential the Confidential Information.
- (c) The Contractor shall not release any document or article or divulge any information gained in the course of the Contract to the media or any person without the prior written approval of the City.
- (d) If the Contractor wishes to submit for publication in journals, exhibitions or entry for awards any work produced by the Contractor in providing the Services to the City, the Contractor shall obtain prior approval in principle and then obtain final written approval from the City by submitting, for a decision, a final copy of the material proposed to be published. Such approval shall not be unreasonably withheld. The material shall identify and if requested by the City, acknowledge the City.
- (e) Any financial and commercial information supplied by the Contractor to the City will be kept confidentially and only be used for the evaluation and/or decision-making process.

3.10 City's and Contractor's Representatives

City's Representative

The City will appoint a City's Representative to exercise the duties, directions and powers vested in the City under the Contract. The City may, at any time, cancel the appointment and nominate another person as the City's Representative by giving written notice to the Contractor.

Contractor's Representative

The Contractor shall appoint a representative (**Contractor's Representative**) to be the first point of contact with the City. The Contractor may, upon providing written notice to the City, cancel the appointment and nominate an alternative Contractor's Representative.

3.11 Responsibilities and Obligations of the Contractor

- (a) The Contractor acknowledges that the City relies on the Contractor to provide the Services with due skill, care and diligence.
- (b) The Contractor will –
 - (i) promptly provide all professional advice and skills which are required for the provision of the Services under the Contract;
 - (ii) remain fully responsible for the Services provided irrespective of any review or acceptance of those Services by the City;
 - (iii) be liable for loss or damage suffered by the City as a result of any negligent act, error, omission or statement by the Contractor or the Contractor's employees, agents or sub-contractors;
 - (iv) employ staff with qualifications and experience appropriate to the provision of the services or component part of the Services; and
 - (v) promptly inform the City in writing if any information or any document provided or caused to be provided to the Contractor by the City is found to be inadequate to enable the Contractor to properly provide the Services or is found to contain any material inaccuracies.

3.12 Insurance

The Contractor must effect, maintain and keep in force (for the duration of the Contract) the following policies of insurance, with a reputable and solvent insurer which carries on insurance business in Australia and is authorised in Australia to operate as an insurance company:

- (a) Public and Product Liability Insurance Policy:
 - (i) in a form and content acceptable to the City for an amount of not less than twenty million dollars (\$20,000,000), for any one occurrence covering the Contractor in respect of any claim resulting from loss of or damage to property and the death or illness of, or injury to, any person arising out of or in connection with any act or omission of the Contractor on the site the Contractor will be completing the Services;
 - (ii) the Contractor shall provide a Certificate of Currency to the City prior to the commencement of the contract; and
 - (iii) the City of Vincent is to be named as an additional insured on the policy;
- (b) Professional Indemnity Insurance Policy:
 - (i) for an amount of no less than five million dollars (\$5,000,000) for any one claim and in the aggregate, to cover a professional's legal liability for a breach of professional duty; and
 - (ii) the Contractor shall provide a Certificate of Currency to the City prior to the commencement of the Contract; and

- (c) Workers Compensation Insurance Policy:
- (i) to insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law to a limit of not less than fifty million dollars (\$50,000,000);
 - (ii) the insurance cover shall include a Principals Indemnity Extension for Act and common law including waiver of subrogation;
 - (iii) in the case of the Contractor being a sole trader, the Contractor shall effect and maintain a Personal Accident/Illness Insurance policy to cover the Contractor against any accident, illness or death; and
 - (iv) the Contractor shall provide a Certificate of Currency to the City prior to the commencement of the contract.

PART 4 RESPONDENT'S OFFER

(COMPLETE AND RETURN THIS PART)

Failure to provide or adequately address the following information may result in your Response being eliminated from further consideration.

4.1 Offer form

Chief Executive Officer
City of Vincent
244 Vincent Street
LEEDERVILLE WA 6007

Respondent Details

Full name:

ACN (if a corporation):

ABN/GST Status:

Postal address:

Contact person:

Telephone No.:

Email:

Facsimile:

In response to RFQ IE521-2025 - Beatty Park Reserve Toilet Facility.

The Respondent agrees that it is bound by and will comply with the terms and conditions of this Request and its associated attachments (if any).

The price quoted by the Respondent is valid up to 90 days from the day after the expiry of the Deadline unless extended by mutual agreement between the City and the Respondent in writing.

The Respondent agrees that there will be no cost payable by the City towards the preparation and/or submission of this Offer irrespective of its outcome.

The consideration/price for the Services is as provided under the price schedule provided by the Respondent in the prescribed format and submitted with this Offer.

This Offer does not form any contractual relationship with the City. The Respondent's Response is required to be approved by the City and no contract will be formed with any Respondent until all necessary approvals have been received and a written agreement is executed by both the City and the successful Respondent.

Dated this the _____ day of _____ 2025

Signature of authorised signatory of Respondent: _____

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

First Name: _____ Surname: _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Position: _____

4.2 Separable Portion

Tenderers must indicate below which Separable Portion it is tendering for. If tendering for both portions separate submissions must be provided addressing the Qualitative Criteria and Pricing Only.

Separable Portion A ☐

Separable Portion B ☐

(COMPLETE AND RETURN THIS PART)

Failure to provide or adequately address the following information may result in your Response being eliminated from further consideration.

4.3 Selection Criteria

4.3.1 Compliance Criteria

Please select with a "Yes" or "No" whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
1 Respondent is to provide acknowledgment that your organisation has submitted in accordance with the Conditions of this RFQ including completion of the Offer form and provision of your pricing submitted in the format required by the Principal.	Yes/No
2 Compliance with the Specification contained in the Request.	Yes/No
3 Compliance with attendance at any mandatory site inspection.	Yes/No

4 Compliance with the Quality Assurance requirement for this Request.	Yes/No
5 Compliance with the Delivery Date.	Yes/No
6 Compliance with the Risk Assessment provided at 4.2.2	Yes/No
7 Compliance with the Contractor's Occupational Safety and Health Questionnaire	Yes/No

4.3.2 Risk Assessment

The following checklist has been provided to determine the Respondent's risk assessment and to assist you with your submission. Where it is necessary to provide additional information, please ensure that all documents are clearly marked with the relevant attachment title to assist the Evaluation Panel with their assessment.

Organisational Profile

Attach a copy of your organisation profile and provide background information on your company and label it "Organisation Profile" .	Tick if attached <input type="checkbox"/>
If the Respondent is a corporation, attach a copy of current ASIC company extract including latest Annual Company Statement and label it "ASIC Company Extracts" .	Tick if attached <input type="checkbox"/>

Referees

Attached details of your referees and label it "Referees" . You should give examples of work provided for your referees where possible.	Tick if attached <input type="checkbox"/>
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Agents

Are you acting as an agent for another party?	Yes/No
If Yes, attach details (including name and address) of your City and label it "Agents" .	Tick if attached <input type="checkbox"/>

Subcontractors

Do you intend to subcontract any of the Services?	Yes/No
If Yes, in an attachment labelled "Subcontractor/s" provide details of the subcontractor(s) including: i) the name, address of all sub-contractor(s); ii) the Services that will be subcontracted	Tick if attached <input type="checkbox"/>

Conflicts of Interest

Will the Respondent have an actual or potential conflict of interest in the performance of the Services if the Respondent is awarded the Contract,	Yes/No
--	--------

or are any such conflicts of interest likely to arise during the Contract?	
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it “ Conflicts of Interest ”.	Tick if attached <input type="checkbox"/>

Financial Position

Is the Respondent presently able to pay its debts in full as and when they fall due?	Yes/No
Is the Respondent currently engaged in litigation as a result of which it may be liable for \$50,000 or more?	Yes/No
If the Respondent is awarded the Contract, will it be able to fulfil the Services from its own resources or from resources readily available to it and remain able to pay all its debts in full as and when they fall due?	Yes/No
In order to demonstrate the Respondent’s financial ability to undertake the Services, in an attachment labelled “ Financial Position ” attach a copy of the latest financial statements for the Respondent (where there is more than one proposed contracting entities, included copies from each entity), that include Profit & Loss and Balance Sheet statements, (which must include prior-year comparatives), together with a list of financial referees from the Respondent’s bank and/or accountant.	Tick if attached <input type="checkbox"/>

Insurance Coverage

The insurance requirements for this Request are stipulated in the General Conditions of Contract. Respondents are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled “ Insurance Coverage ”. A copy of the Certificate of Currency is to be provided to the City within fourteen (14) days of acceptance.				Tick if attached <input type="checkbox"/>
Type	Insurer-Broker	Policy Number	Value (\$)	Expiry Date
Public & Product Liability				
Professional Indemnity				
Workers Compensation				

4.3.3 Qualitative Criteria

Before responding to the following Qualitative Criteria, Respondents must note the following:

- (a) All information relevant to the Respondent’s answers to each criterion are to be contained within its Response;

- (b) Respondents are to assume that the Evaluation Panel has no previous knowledge of the Respondent's organisation, activities or experience;
- (c) Respondents are to provide full details for any claims, statements or examples used to address the Qualitative Criteria; and
- (d) Respondents are to address each issue outlined within a Qualitative Criterion.

The following particular Qualitative Criteria will be applied in the assessment of all Responses.

It is essential that Contractor address each Qualitative Criterion. The responses will be used to select the successful Respondent and failure to provide the specified information may result in elimination from the evaluation process.

Qualitative Criteria – Separable Portion 1			
Criteria		Weighting	How it will be evaluated
1.	Demonstrated understanding of the required service	60%	<p>Submissions must contain the following information in an attachment labelled “Demonstrated Understanding of the brief”:</p> <ul style="list-style-type: none"> a) Address the integration of building form and shape into the site setting based on the design and outcome principles b) Address how the proposed building is fit for purpose as a maintainable public toilet facility and the design is structurally certified and compliant with relevant Australian Standards. (maximum two pages) c) Respondents must provide end-to-end program of works specifying Practical Completion on or before 1 February 2026. (maximum two pages) d) General site operation procedures and plans including site access, laydown area, exclusion area, and site fencing. (maximum two pages) e) A draft Health, Safety and Environment management plan including an overview of the Contractor's safety approach, track record, and accredited HSE staff within the company. (maximum two pages) f) After sales service plan. (maximum two pages)
2.	Capacity, Skills and Experience	10%	<p>Submissions must contain the following information in an attachment labelled “Capacity, Skills and Experience”</p> <ul style="list-style-type: none"> a) Company ownership structure demonstrating direct contract management (maximum one page)

			<ul style="list-style-type: none"> b) Roles and qualifications of the key personnel proposed to undertake this contract (maximum two pages) c) Examples of contracts with similar scopes of work undertaken, including any references and referees. (maximum three pages)
3.	Environmental and Social	5%	<p>Submissions must contain the following information in an attachment labelled “Environmental and Social”</p> <ul style="list-style-type: none"> a) Existing and/or planned company practices that embrace the City of Vincent’s Reconciliation Action Plan 2022-2024 Innovate. https://www.vincent.wa.gov.au/documents/2097/reconciliation-action-plan-2022-2024-innovate b) Company initiatives to meet the objectives of the City of Vincent’s Sustainable Environment Strategy 2019–2024 https://www.vincent.wa.gov.au/documents/1868/sustainable-environment-strategy-2019-2024 c) Material recycling, low carbon output and other environmentally beneficial practices proposed for this contract.
4.	Product form, and maintenance ease	25%	<p>Submission must contain the following information in an attachment labelled “Product Form and Maintenance Ease”</p> <p>Address how the form and facia, integrated into the urban and sports setting of Beatty Park and operations are robust and enduring and subject to ease of maintenance.</p>
TOTAL		100%	

Qualitative Criteria – Separable Portion 2			
Criteria		Weighting	How it will be evaluated
1.	Demonstrated understanding of the required service	60%	<p>Submissions must contain the following information in an attachment labelled “Demonstrated Understanding of the brief”:</p> <ul style="list-style-type: none"> a) Respondents must provide end-to-end program of works specifying Practical Completion on or before 1 February 2026. (maximum two pages)

			<ul style="list-style-type: none"> b) General site operation procedures and plans including site access, laydown area, exclusion area, and site fencing. (maximum two pages) c) A draft Health, Safety and Environment management plan including an overview of the Contractor's safety approach, track record, and accredited HSE staff within the company. (maximum two pages)
2.	Capacity, Skills and Experience	30%	<p>Submissions must contain the following information in an attachment labelled “Capacity, Skills and Experience”</p> <ul style="list-style-type: none"> a) Company ownership structure demonstrating direct contract management (maximum one page) b) Roles and qualifications of the key personnel proposed to undertake this contract (maximum two pages) c) Examples of contracts with similar scopes of work undertaken, including any references and referees. (maximum three pages)
3.	Environmental and Social	10%	<p>Submissions must contain the following information in an attachment labelled “Environmental and Social”</p> <ul style="list-style-type: none"> a) Existing and/or planned company practices that embrace the City of Vincent's Reconciliation Action Plan 2022-2024 Innovate. https://www.vincent.wa.gov.au/documents/2097/reconciliation-action-plan-2022-2024-innovate b) Company initiatives to meet the objectives of the City of Vincent's Sustainable Environment Strategy 2019–2024 https://www.vincent.wa.gov.au/documents/1868/sustainable-environment-strategy-2019-2024 c) Material recycling, low carbon output and other environmentally beneficial practices proposed for this contract.
TOTAL		100%	

(COMPLETE AND RETURN THIS PART)

Failure to provide or adequately address the following information may result in your Response being eliminated from further consideration.

4.3.4 Price Schedule

Before completing the Price Schedule, it is recommended that the Respondents read the entire Request document. Amount quoted below shall include GST.

Item No.	Description	Amount	GST	Total incl. GST
1	Separable Portion 1			
2	Separable Portion 2			

4.3.5 Addenda Acknowledgement

Addendum: _____

Company Name: _____

Address: _____

Signature: _____

Full Name of Respondent: (Block Letters): _____

Date: _____

4.3.6 Schedule of Departures

The Respondent must provide in its Response a Statement of Departures as follows:

Statement of Departures

As required by Clause 1.26 of the Conditions of Responding, a Statement of Departures must be provided with each Respondent. The purpose of this Statement is to highlight those clauses in the Request Documents (including the Contract) that the Respondent does not accept or will not be able to fully comply with.

Respondents are reminded that the Statement of Departures is not to be used by the Respondent for identifying any alternative proposals. All Respondents must satisfy the mandatory Requirements.

Important: To the extent that the Statement of Departures does not indicate clauses or conditions of the Request Documents (including the Contract) that the Respondent:

- (a) does not accept; or
- (b) will not be able to fully comply with;

the Respondent will be deemed by Council to have fully complied with and accepted all those clauses and conditions.

The Statement of Departures must be in the following format:

Clause or Condition Number and Name of RFQ Document	Indication of Non-Compliance	Comments and Information

In the Statement of Departures, in addition to relevant comments by Respondents, in respect of each clause or condition of the Request Documents (including the Contract) listed, the Respondent will indicate whether it:

- (a) partially non-complies with the requirement. If so, this must be indicated by a 'P' under the heading 'Indication of Non-Compliance', which means:
 - i) in the case of a clause which imposes a contractual condition, the condition can only be met subject to certain qualifications. All such qualifications must be stated in full; and
 - ii) in the case of a clause which specifies a characteristic or performance standard, the condition can only be met subject to certain conditions. Where this is the case and the Respondent is prepared to make good on the condition, characteristic or performance standard, the Respondent must state or describe the manner in which the non-compliance is to be made good;
- (b) does not comply with the requirement. If so, this must be indicated by a 'N' under the heading 'Indication of Non-Compliance'. This means that the complete contractual condition, or characteristic or performance standard of the clause is not met or totally accepted by the Response. The Respondent must provide full details of the non-compliance.

Responses may be grouped together (e.g. 'Clauses 1 to 15 – P') only if they are the same level of non-compliance. Alternatively, Respondents may wish to state their non-compliance against each clause.

4.3.7 Contractor's Occupational Safety and Health Questionnaire

This questionnaire forms part of the City's evaluation process and is to be completed by Respondents and submitted with their response and labelled as "**Contractor's Safety & Health Questionnaire**". The objective of the questionnaire is to provide an overview of the status of Contractor's safety management system. Contractors may be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. (This questionnaire should be completed by the Respondent, or if the installation work is subcontracted, by the subcontractor.)

OSH Policy and Management	Yes	No
Is there a written company Health and Safety Policy? If Yes, provide a copy of the policy.	<input type="checkbox"/>	<input type="checkbox"/>
Does the company have an OSH Management System? ('System' refers to a process, plan, framework; how the respondent manages OSH in a systematic way) If Yes, provide details: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>
Is the OSH Management System audited or reviewed on a regular basis? If Accredited please provide a copy of the accreditation If Not accredited please provide the audit schedule including items audited If Not, Provide any details on how OSH is managed by your company _____	<input type="checkbox"/>	<input type="checkbox"/>

<hr/> <hr/>		
<p>Are Line Managers held accountable for Health and Safety performances?</p> <p>If Yes, provide details</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Safe Workplace Practices and Procedures</p>	<p>Yes</p>	<p>No</p>
<p>Has the company prepared Safe Operating Procedures or specific safety instructions relevant to its operations?</p> <p>If Yes, provide a summary listing of procedures or instructions.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are safe operating procedures or specific safety instructions issued to employees?</p> <p>If Yes, explain how this is done.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Provide a copy of a standard Hazard and Incident Report form.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Which company personnel are responsible for investigating incidents?</p> <hr/>		

<hr/> <hr/>		
Do Incident Reports contain prevention recommendations?	<input type="checkbox"/>	<input type="checkbox"/>
Who is responsible for implementing remedial measures recommended? <hr/> <hr/> <hr/>		
Are there procedures to manage hazardous substances? If Yes, provide details. <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
Occupational Safety and Health		
Describe how Safety and Health Training (including Inductions) is conducted in your company? <hr/> <hr/> <hr/>		
Provide a summary or example of Safety and Health Training courses provided for, or undertaken by employees during the past 12 months. <hr/> <hr/> <hr/>		

<p>Is a record maintained of all training and inductions programmes undertaken for employees in your company?</p> <p>If Yes, provide examples of Safety Training records.</p> <hr/> <hr/> <hr/>		
<p>Provide details of any company safety induction programmes for company employees and or subcontractors.</p> <hr/> <hr/> <hr/>		
Safety and Health Workplace Inspection	Yes	No
<p>Are regular Health and Safety Inspections at work Sites undertaken?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are standard workplace inspection checklists used to conduct Health and Safety Inspections?</p> <p>If Yes, provide details or examples.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>

Who normally completes workplace Safety and Health Inspections?		
<hr/> <hr/>		
How are workplace Safety and Health Inspection reports dealt with?		
<hr/> <hr/> <hr/>		
Is there a procedure by which employees can report hazards at workplaces?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide details		
<hr/> <hr/> <hr/>		
Safety and Health Consultation	Yes	No
Is there a workplace Safety Committee?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide details.		
<hr/> <hr/> <hr/>		
Are there guidelines on procedures governing the Safety Committee operation?	<input type="checkbox"/>	<input type="checkbox"/>
Are there employee elected Health and Safety Representatives?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, provide details.		

<hr/> <hr/> <hr/>		
Safety and Health Performance Monitoring	Yes	No
<p>Is there a system for recording and analysing Safety Performance Statistics?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is Safety Performance on the agenda of management meetings?</p> <p>If Yes, provide details.</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Is senior management involved in analysis of Safety Performance Statistics?</p> <hr/> <hr/> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Has the company ever been convicted of an Occupation Health and Safety offence?</p> <p>If Yes, provide details.</p>	<input type="checkbox"/>	<input type="checkbox"/>

<hr/> <hr/> <hr/>		
<p>Has the company being issued an Improvement Notice by WorkSafe?</p> <p>If yes, provide details</p> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Has the company being issued a Prohibition Notice by WorkSafe?</p> <p>If yes, provide details</p> <hr/>	<input type="checkbox"/>	<input type="checkbox"/>

4.3.8 Respondent's Safety Record

Complete the following details and submit with your response labelled as “**Respondent's Safety Record**”. (This should be completed by the respondent, or if the installation work is subcontracted, by the subcontractor.)

Project	Date of Accident/Notice	Investigation Findings	Actions Taken	TRIFR

4.3.9 Respondent's Resource Schedule

Respondent's Current Commitment Schedule

Project	Description	Value as Let	Date Started	Referees Name Telephone Number

Attachment 1 – RFQ IE521-2025

Scope of Work - Separable Portion 1 Design & Deliver

The successful Respondent will prepare detailed construction documentation for the proposed facility, incorporating the below specifications.

1. Deliverables

- a) Elevations/sections,
- b) details,
- c) roof & drainage intent,
- d) materials schedule,
- e) specifications,
- f) services schematics,
- g) code/access report,
- h) CPTED statement,
- i) lighting strategy, and
- j) Certificate of Design Compliance (CDC).

2. Structural Requirements

- a) Aluminium/steel-clad, steel-frame structure on a concrete slab
- b) Skillion roof extending over door openings (excluding duct door) to form a veranda
- c) Building façade to include steel and timber (or timber-look) elements

3. Facility Components

- a) 1 x Right Universal Access Toilet (UAT)
- b) 1 x Left Universal Access Toilet (UAT)
- c) 1 x Storage room (minimum 10 m²)
- d) 1 x Changing room with wall or floor-mounted aluminium benches and an entrance view restriction panel.

4. Compliance

- a) Facility must comply with AS 1428.1 (Design for access and mobility)
- b) NCC (BCA) Volume One (all applicable parts).
- c) AS 1428.1 (access & mobility) – UAT(s) and ambulant provisions as applicable.
- d) AS/NZS 3500 (plumbing & drainage), AS 1668 (ventilation), AS/NZS 3000 (electrical).
- e) CPTED principles; City of Vincent standards/policies; WA OHS requirements.

5. Fixtures and Fittings

- a) Stainless steel basin with push-button tapware (UAT)
- b) Stainless steel wall-faced toilet suite with backrest and blue Pedigree II Care Single Flap Seat
- c) Invisi Series 2 cistern (in duct)
- d) Clipsal Classic power point (in duct)
- e) Clipsal Classic light switch with timed, sensor-based operation (in cubicles)

- f) Flat panel LED lighting with timed, sensor-based operation (in cubicles)
- g) Solid core doors with deadbolts and external metal skin.

6. Design Considerations

- a) Cubicles arranged side-by-side with doors facing the oval and playground
- b) Service corridor located behind toilet cubicles only, with external access (not required behind storage room or changeroom)

7. Design Principles

- a) Integration with existing Beatty Park built form long vistas and sports field context
- b) Public accessibility and optional changeroom for sporting users
- c) Cost-effective and easy to maintain
- d) Robust construction and durable hardware

8. Design Outcomes

- a) Use of complementary, durable, and textural materials and colours
- b) Maximisation of natural daylight and ventilation (e.g., high-level windows)
- c) Effective roof and gutter systems to manage leaf litter and heavy rainfall
- d) Adequate lighting levels for nighttime use
- e) Privacy screens designed to avoid a defensive or institutional appearance
- f) Safe and secure place for players to change clothes, store equipment and securely leave personal belongings
- g) Accessible UAT toilets with amenities to provide for reserve users

9. Functional Requirements

- a) Covered outdoor area (veranda or sheltered space)
- b) Anti-vandal fixtures and fittings (e.g., stainless steel toilets and basins)
- c) Solid core doors with deadbolts and external metal skin.

Attachment 2 – RFQ IE521-2025

Scope of Work - Separable Portion 2 Site Preparation and Construction

1. Site Works

- a) Supply clean fill to raise the facility 200 mm above the adjacent bike path (flood mitigation)
- b) Construct facility foundations as per approved documentation

2. Approvals and Permits

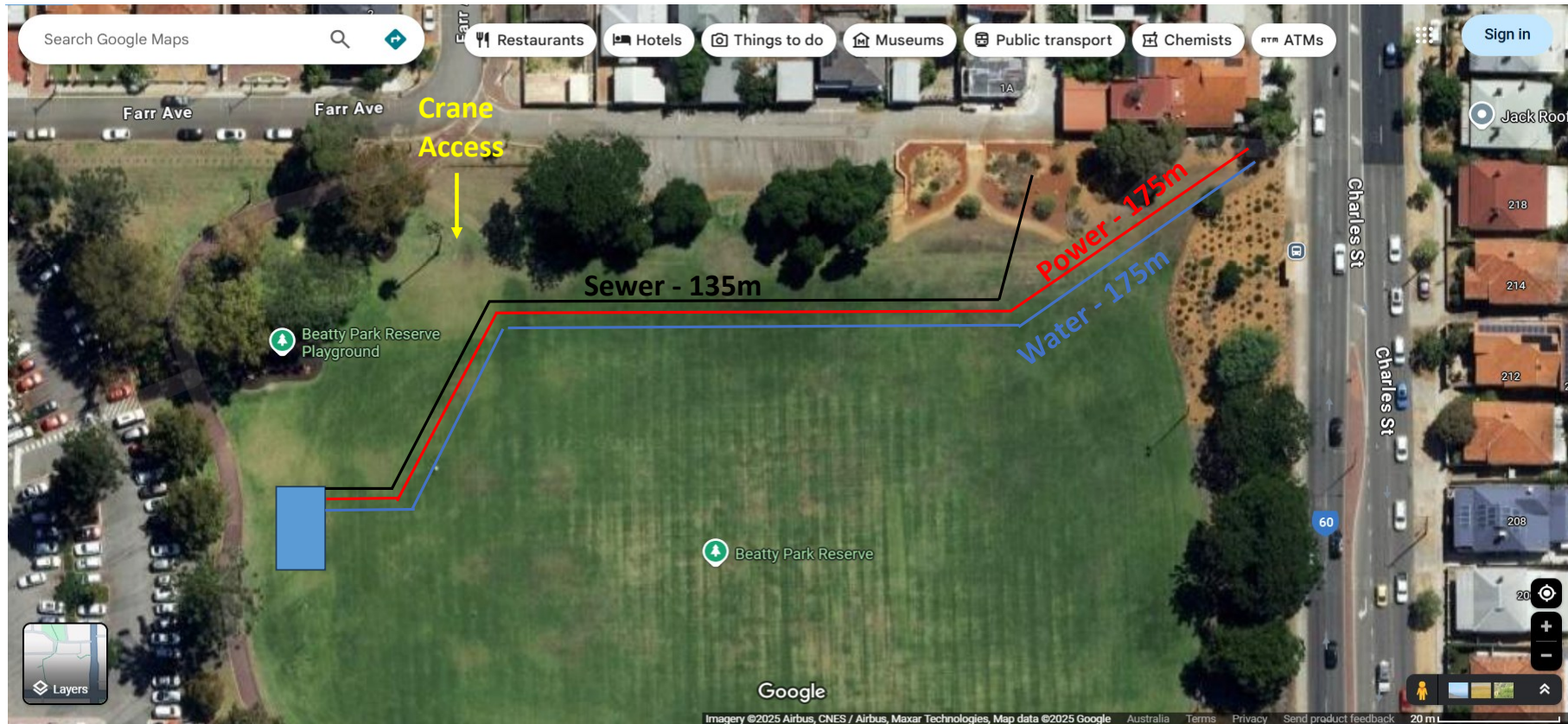
- a) Obtain all required local building permits
- b) Secure statutory approvals (e.g., Water Corporation, Western Power)

3. Service Connections

- a) Extend existing services to the site: Sewerage (135 m to be confirmed on site), Water and power (175 m to be confirmed on site).
- b) Install dual pump sewerage tank system suitable for full facility usage

4. Site Restoration

- a) Reinstate disturbed ground surfaces to original condition
- b) Ensure uniform backfilling and re-turfing as required





ADDENDA NOTICE 1 TO REQUEST FOR QUOTATION IE521/2025
BEATTY PARK RESERVE TOILET FACILITY UPGRADE

Please see the below questions received at the mandatory site visit and the City's responses for the above Request for Quotation (RFQ).

This addenda forms part of the RFQ documentation. Prospective Respondents are required to confirm in their Submissions that the addenda has been received and allowance has been made for each addendum.

Q1. What is the estimated decision date?

A1. The recommendation report will be presented to Council in December for the Ordinary Council Meeting on 9 December. Respondents will be notified shortly thereafter.

Q2. Is the privacy screen in front of the changeroom required externally or only internally?

A2. Only in front of the changeroom; not external.

Q3. For the size of the changerooms, how many people should it accommodate?

A3. Approximately 15 people.

Q4. Should the facility include two toilet cubicles, a changeroom with benches, and a storage room?

A4. Yes, that is correct. No showers are required, as users can access the Beatty Park showers if needed.

Q5. Is the changeroom and storage area intended only for training purposes, rather than games or home/away teams?

A5. Yes, that's correct. The City does not intend for the field to be highly activated. The changeroom is to provide the girls' soccer team with a safe and private space to change and store equipment. The toilet facilities will be available for public and playground users.

Q6. Should the covered outdoor area function as a verandah, or should it accommodate seating?

A6. It is not intended to be an active sporting area. The structure should provide weather protection and be integrated with the facility design, not as a stand-alone or temporary addition.

Q7. Which direction should the doors face?

A7. At least one of the toilet doors should face the playground for passive security and line of sight. Other toilet should face the oval or can be integrated into a designed solution – for instance facing the BPLC.

Q8. Should the floor level be 200mm above the pathway?

A8. Yes, it must be above path level for flood prevention.

Q9. Is a geotechnical report available?

A9. The City will arrange for a geotechnical report to be completed and distributed as soon as possible.

ENQUIRIES TO: Olla Dedic
A / Procurement and Contracts Officer
OUR REF: CB441/2025



CITY OF VINCENT

Q10. Can the existing reticulation switchboard be used for power?

A10. A dedicated power supply from the meter is required, as the existing cable servicing the bore may not have adequate capacity to support the operational load.

Q11. Should the design integrate with the surrounding residential houses or the Beatty Park Leisure Centre?

A11. The design should align with the Beatty Park Leisure Centre.

Q12. Will the changerooms be locked from public use, and is a toilet lock-out system required?

A12. Yes, the changerooms will be locked. A lock-out system for the toilets is not required, as these will be locked by the City's cleaning staff.

For further information, please contact me, as the contact officer.

Olla Dedic
A / Procurement & Contracts Officer
City of Vincent
tenders@vincent.wa.gov.au

6 November 2025



Unit 1, 55 Howe Street, Osborne Park, WA 6017

☎ 9444 0171 🌐 www.lalli.com.au

✉ reception@lalli.com.au

SITE INSPECTION AND CLASSIFICATION REPORT

Site Details

CLIENT: CITY OF VINCENT
 OWNER:
 LOT/HOUSE NO:
 STREET: BEATTY PARK RESERVE
 LOCATION: NORTH PERTH

CLIENTS JOB NO:
 JOB NO: 25-2253
 DATE: 17/11/2025
 INSPECTION DATE: 17/11/2025

Site Classification

VEGETATION: Grass
 TOPSOIL/ROOTS: Yes
 ROOTMAT: Yes
 STUMPS: Nil
 RUBBISH: Nil

SITE CLASSIFICATION: **Class A**
in accordance with AS2870
 SAND PAD: No sand pad required
 FOOTING DETAIL: Refer to Engineering

DURABILITY CLASS.: **R3**
*in accordance with AS3700
 & AS2699*

Site Description

SITE DESCRIPTION: Flat, grassed area



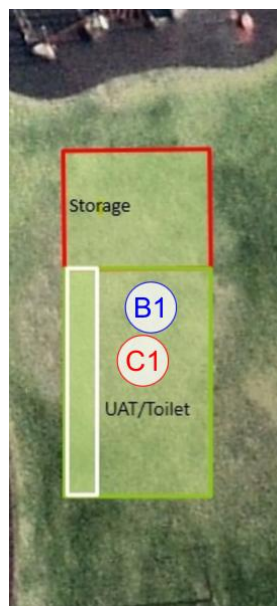
Soil Profile and Bore Hole Log

0 - 400mm; SAND; Light Grey; Fine Grained; Uniform Graded; Non Plastic; High Density; Dry

400 - 1500mm; SAND; Light Yellow; Medium Grained; Well Graded; Non Plastic; High Density; Dry

Borehole Notes

1. Bore Holes are numbered as such (unless otherwise noted):
1 - Front Left of Site, 2 - Rear Left of Site, 3 - Rear Right of Site, 4 - Front Right of Site.
2. Where only one Bore Hole is taken, it is located at the centre of the site/building envelope.
3. Bore Holes reveal the soil profile at the bore hole location only and are assumed to be consistent across the site. Should excavation reveal otherwise, contact this office for further advice.



Compaction Results

COMPACTION 1: C1
25/25/35/30+

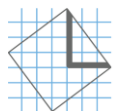
Compaction Notes

1. Tested with a Perth Sands Penetrometer (PSP). Flat ended rod of 16Ø driven with a 9kg mass dropped 600mm) in accordance with as 1289.6.3.3
2. This is an indication of the in-situ compaction at time of inspection and is intended to act as a guide when determining the extent of earthworks and preparation required for the site. A formal compaction certificate is to be obtained prior to pouring any concrete or commencing any construction.
3. Compaction testing will be carried out to a depth of 1050mm or prior refusal.

VH	Very Hard:	Penetration Resistance (Np) results which exceed 15 blows.
R	Refusal:	This is when the shaft of the penetrometer encounters a material which cannot be penetrated such as gravel, limestone or building rubble.

Recommendations

1. All earthworks shall be in accordance with AS3798 "Guidelines on Earthworks for Commercial and Residential Developments" and shall include but not be limited to:
 - Strip building area and perimeter apron of organic material and rubbish.
 - Grub out any trees/stumps and back fill with clean compacted sand free of any voids.
 - Remove any deleterious material such as rock or clay from the building area or apron.
 - Notify Engineer if any anomalies or unusual features are encountered during the works.
 - Cut and/or fill site to form up pad with clean compacted sand to the required level.
 - Refer to structural drawings for compaction requirements.
 - Construct footings and slab as per the structural footing details.
2. This office must be notified of any existing geotechnical or site classification reports for this site as these may take precedence over this report. Contact this office should an existing report be available.
3. The footing detail recommended requires ongoing maintenance of the site to ensure its structural performance. Refer to CSIRO publication 10-91 "Guide to Home Owners on Foundation Maintenance and Footing Performance" for details.
4. These recommendations and footing details provided are based on performance as defined in AS2870. Minor foundation movement is to be expected which can result in cracking relating to damage category 2. This is deemed to be non-structural cracking.
5. The soil and wind classification contained in this report is applicable for single and two storey residential applications only.
6. For sites not classified as Class A (Sand), an inspection of the cut base is recommended prior to installation of sand pad. Requirements for WPM and sub-soil drainage will be advised at this time.
7. The footing details provided are not for construction and are only for preliminary costing advice. Final footing design may change as it is to take into account additional factors such as loading and geometry.



LALLI
CONSULTING ENGINEERS

Site Inspection Report
BEATTY PARK RESERVE, NORTH PERTH
25-2253

Certification

SIGNED: Andrew Lalli
Structural Engineer - BEng (Hons) MIE Aust

DATE: Monday, 17 November 2025