



## **EXPRESSION OF INTEREST**

Community Lease

### **BAYSWATER FAMILY CENTRE**

To occupy the Premises by Agreement, situated at  
53 Murray Street, Bayswater

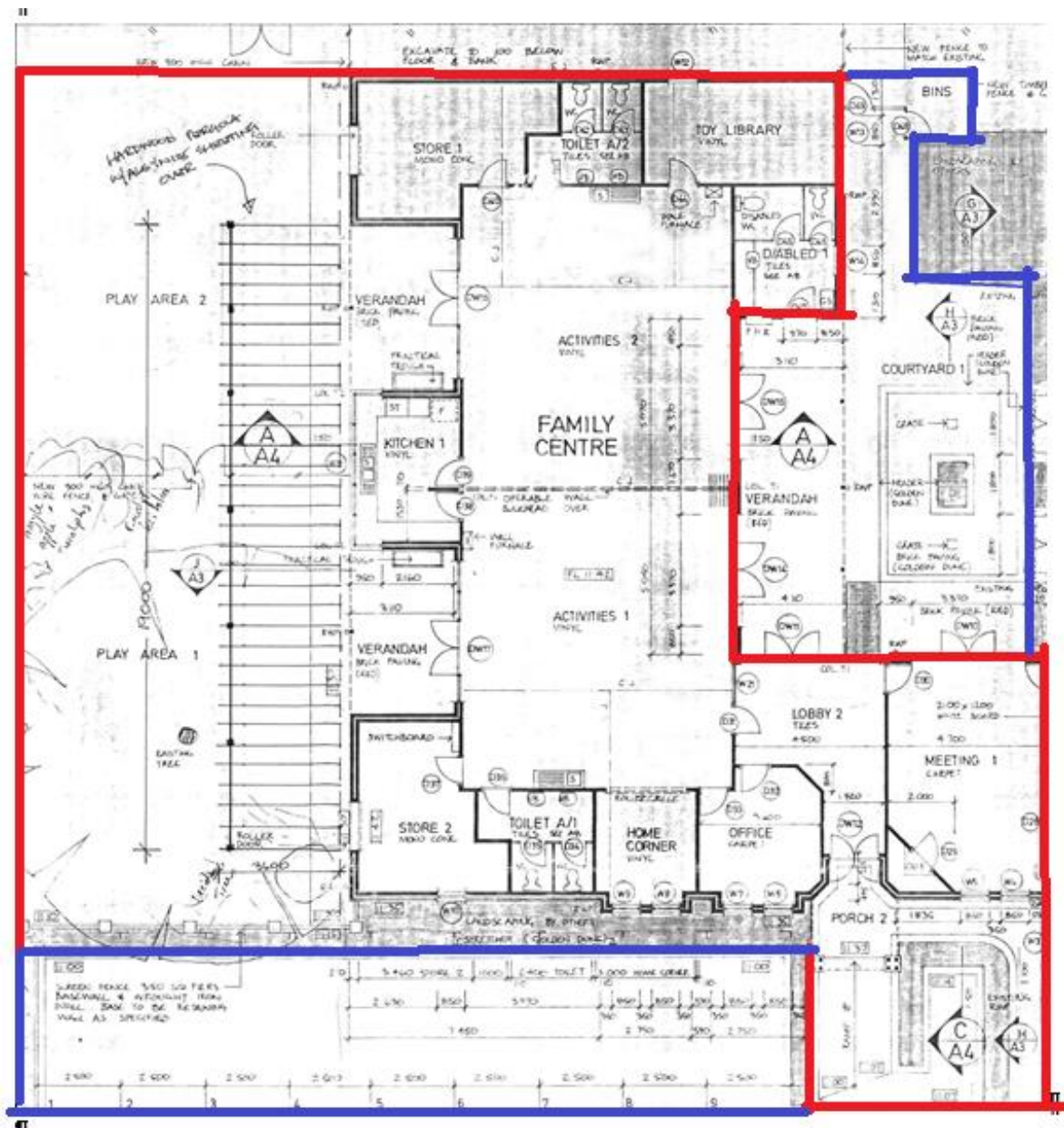
#### **Deadline**

4:00pm Friday, 7 August 2020



## Introduction

The City is seeking Expression of Interests from community not for profit organisations for the use of the front building and grounds at Bayswater Family Centre at 53 Murray Street, Bayswater as shown in the diagrams below:



The area in red is part of the exclusive lease area. The parts in blue are shared areas with the adjacent building; the shared areas are a communal carpark and a communal courtyard area. This area is shared with the adjacent building, which is owned by the City of Bayswater and is casually hired out to other community groups and individuals.

The premises have become available for Community use (charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature) and as such this expression of interest seeks to dispose of the site through a lease to a community group.

## Background and Purpose of Expression of Interest

Department of Communities was subleasing the premise to Bayswater Family Centre Group. They vacated the building on 31 December 2019.

During this time the building had numerous casual hirers which the City has continued to manage. These casual users are all community groups and range from cultural groups to day care to health and fitness classes.

The City would like to work with any new tenant to accommodate the existing casual hirers so that the building usage is maximised.

## Site Details

Lot 10, 53 Murray Street, Bayswater

The building consists of:

- Front reception area
- Office
- Meeting room
- 2 Activity Rooms with a partition between them so they can become 1 large area
- Kitchenette
- 2 Store rooms
- 2 Sets of children toilets
- Disabled toilet

The outdoor area consists of:

- Front communal carpark
- Front garden
- Side play area with play equipment
- Shared middle alfresco area

Site plans can be seen as per diagram on previous page.

## Terms of the Proposed Lease

At the Ordinary Council Meeting held 20 August 2019 Council adopted the Community Facility Lease and License/User Agreement policy. The policy identifies four categories of lease holders as follows:

1. Not-for-profit community groups:
  - a) Local service groups – the lessee operates exclusively in, and its membership is predominately drawn from, the City of Bayswater district.
  - b) Community child care centres.
  - c) Other community groups – those with locations outside, and/or servicing a wider catchment than the City of Bayswater district.

Member based not for profit groups made up of mostly community representatives and volunteers, (whether incorporated or not) established to provide community, services and/or raise money for those in need and deemed exempt dispositions under the Local Government Act 1995 (WA).

2. Sporting and recreational groups

Being sporting and recreational groups (whether incorporated or not) that would be deemed exempt dispositions under the Local Government Act 1995 (WA).

Excludes state sporting/recreational bodies.

3. Not for profit – funded

Not for profit groups, that are professional organisations with paid staff and are generally Government funded or have significant membership bases. Includes places of worship and state sporting/recreational bodies.

4. Child Health Clinics

Services provided by community child health nurses, employed by WA Health, deemed exempt dispositions under the Local Government Act 1995 (WA).

A copy of the policy is attached for your information. Should you require any assistance determining which category your group would fit please contact the City's Leasing Officer.

The successful applicant will be required to enter into an agreement with the City of Bayswater for use of the facility. The terms of the lease are dependent on the category of lease holder. .

The table below provides an indication of the proposed terms for each of the Categories of groups detailed above would be responsible for.

	Category 1	Category 2	Category 3	Category 4
<b>Lease tenure</b>	Lease/Licence Agreement (2-5 years)	Lease/Licence Agreement (2-5 years)	Lease Agreement (2-10 years)	Informal User Agreement (up to two years)
<b>Building bond (cost)</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Key bond (cost)</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Rent;</b>	a) Local service groups - \$1/pa b) Community child care centres - \$1,360/pa (plus GST) c) Other community groups - \$1,390/pa (plus GST)	\$1/pa	40% of market valuation (\$20,800 p.a.)	\$1/pa
<b>Utilities (electricity, water, gas as applicable)</b>	To be paid by the City	To be paid by the City	To be paid by the lessee	To be paid by the City
<b>Council rates (cost)</b>	To be paid by the City	To be paid by the City	To be paid by the lessee	To be paid by the City
<b>Emergency services levy (cost)</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
	<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	<b>Category 4</b>

<b>Cleaning</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Alarm monitoring</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Air-conditioner maintenance</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Telephone &amp; Internet</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Rubbish collection charges</b>	To be paid by the lessee	To be paid by the City	To be paid by the lessee	To be paid by the lessee
<b>Insurance of the contents belonging to the group</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Security of the building</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee
<b>Public liability insurance</b>	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee	To be paid by the lessee

The information obtained throughout the Expression of Interest process will assist with Council's consideration of the future use of the facility.

A valuation was conducted on 5 March 2020 with the valuation amount being \$52,000 p.a. In accordance with the policy, the rental amount is required to be 40% of the valuation. Accordingly, this equates to \$20,800 p.a.

## Use/Restrictions of Premises

The property is zoned as 'public purpose – community facility'.

The City may consider any community purpose provided it does not unduly impact on the locality and has regard to the ultimate purpose intended for the reserve; that being public purpose – community facility' in this instance.

Usage of the property would have to cease by 9pm every day.

The City would like to work with any new tenant to accommodate the existing casual hirers so that the building usage is maximised.

## Site Meeting Details

Should applicants wish to inspect the site, viewings are available at the following times:

- Wednesday 22 July, 3:30pm - 4:30pm
- Thursday 30 July, 09:00am - 10:00am

Appointments are required. Please call the City's Leasing Officer, Oliver Searles, on 9272 0698 to confirm your attendance.

## Current Approval Process

Planning approval was granted for the premises to be used for an educational facility.

## Information Required

The Expression of Interest should include the attached Schedule (Schedule 1) and be returned with your submission. The following is an example of the information to be provided:

- Name of Group or Club;
- Contact details;
- Group details;
- What Category do you consider yourself to be and why
- Location of your current activities, etc;
- The main activities carried out by your Group / Club;
- Current number of members;
- Current copy of audited accounts for the last 12 months (19/20 financial year)
- What activities the group will run on site;
- Level of community benefit resulting from activities delivered;
- When will the site be used i.e days and times;
- What will the impact be both positive and negative on the surrounding residents;
- Financial implications - income to the City, outgoings applicable to tenant; and
- If / how you will accommodate other community users.

## Assessment and Process

In reviewing the Expression of Interest provided, Council will consider the following factors:

### 1. Financial Position and Organisational Governance

Financial position is used to gauge the organisation's ability to pay lease fees and applicable outgoings across the term of the lease, ideally the lessee will display the following

- A strong financial position and/or a position of financial growth;
- Evidence that the organisation manages its finances and plans for future expenses; and
- Evidence of a governing body.

### 2. Shared Goals

The services provided by the group are of high relevance, contributing to strategies from the Strategic Community Plan.

### 3. Local Community Benefit

The lessee provides benefit for the wider and local community in the following ways:

- The organisation may have members who are City residents;
- The organisation provides service/s for City residents.

### 4. Club Planning and Development (Relevant to Clubs Only)

Evidence of club planning and development initiatives such as:

- The club has a strategic financial plan;
- The strategic financial plan includes a sinking fund set aside for building repairs;

- The lessee's representatives have attended club development workshops,
- There are regular club meetings;
- The club has plans for growing/retaining membership; and
- The club is participating in the City's Blue Ribbon club program.

## Further Information and Contacts

Further information can be obtained by contacting the City's Lease Officer, Oliver Searles, on 9272 0698.

All Expressions of Interest should be addressed as follows:

### Via Email

mail@bayswater.wa.gov.au  
subject: "EOI" – 53 Murray Street, Bayswater

### In Person

"EOI" – 53 Murray Street, Bayswater  
City of Bayswater Civic Centre  
61 Broun Ave, Bayswater

### Via Mail

"EOI" – 53 Murray Street, Bayswater  
Chief Executive Officer  
City of Bayswater  
PO Box 467  
MORLEY WA 6943

All Expressions of Interest must be lodged with the City of Bayswater by 4:00pm on Friday 7 August 2020 either by email, mail or in person at the Civic Centre 61 Broun Avenue, Morley.

## Disclaimers

Any expression, statement or opinion expressed or implied in this publication has been made in good faith and on the basis that the Council, its employees and agents are not liable for any loss whatsoever which may occur as a result of action been taken or not taken (as the case may be) in respect to the information contained within this document. Any investigations or studies undertaken in preparing the Expression of Interest are the onus of the group making the response. Any due diligence undertaken is to be the responsibility and completed at the expense of the person or group providing an Expression of Interest. The City is under no obligation to proceed with any proposed interest.



## Schedule 1 – EOI Application Form

Name of organisation:		
Address:		
Contact Person:		
Phone Number:		
Name of President:		
Name of Secretary:		
Year your organisation was formed:		
Number of current members?		
What number are City of Bayswater ratepayers / residents?		
Current location of your group / organisation?		
What Category under the City's Community Facility Lease and License/User Agreement policy do you consider yourself to be and why?		
Describe your group / organisations main activities:		
Describe in detail your proposed use of the building:		



How does your organisation align with the City's Strategic Community Plan?
What involvement / benefit would your organisation offer the City of Bayswater Community?
Will your organisation and its usage of the building have any negative impact on the City of Bayswater and its resident?
How would this impact be minimised by your organisation?
What would be the frequency of use of the building?
How will you make the building available to other community groups outside your usage of the building?

Will you be charging for other community groups to use the building? If yes, how much?
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[illegible]

Do you acknowledge and accept that your organisation will be responsible for the payment of the following charges?				
	Category 1	Category 2	Category 3	Category 4
Building bond	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

<b>(cost)</b>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
<b>Key bond (cost)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Rent;</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Utilities (electricity, water, gas as applicable)</b>	Not Applicable	Not Applicable	Yes <input type="checkbox"/> No <input type="checkbox"/>	Not Applicable
<b>Council rates (cost)</b>	Not Applicable	Not Applicable	Yes <input type="checkbox"/> No <input type="checkbox"/>	Not Applicable
<b>Emergency services levy (cost)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Cleaning</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Alarm monitoring (if applicable)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Air-conditioner maintenance</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Telephone &amp; Internet</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Rubbish collection charges</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Not Applicable	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Insurance of the contents belonging to the group</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Security of the building</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Public liability insurance</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Accommodate existing casual hirers</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Additionally, please attach a copy of:</b></p> <ul style="list-style-type: none"> <li>• Your Constitution and Certificate of Incorporation (if any),</li> <li>• Minutes from your most recent AGM</li> <li>• Relevant Public Liability Insurance Certificate and Contents Insurance Certificate.</li> <li>• Your accounts from the last 12 months</li> </ul>				

## Schedule 2 – Community Facility Lease and Licence/User Agreement Policy

## **COUNCIL POLICY: COMMUNITY FACILITY LEASE AND LICENCE/USER AGREEMENT POLICY**

**POLICY OWNER:** Manager Strategic Planning and Place

**POLICY STATEMENT:** To provide a structured and consistent approach to the management of Council's lease and licence/user agreements with not-for-profit organisations and sporting and recreational groups for the use of community facilities.



### **POLICY DETAILS**

1. Council will provide a range of well-maintained and well managed community facilities and enter into agreement with community based not-for-profit organisations and sporting groups for their use in order to ensure the city owned buildings and infrastructure are of a high quality appropriate to community needs.
2. Council will ensure consistent, fair, equitable access for locally based organisations to its community facilities.
3. Council will ensure that its community facilities are managed to an appropriate and sustainable standard. The City will undertake periodical inspections as required with appropriate feedback given to the Tenant.
4. Council will aim to increase community access to activities and services by optimum use of Council facilities achieved by encouraging integration and co-location.
5. For the purposes of tenancy negotiation, all community leases shall be classified into one of the categories as outlined in Annexure 1.
6. Lease tenure, lease fees and annual charges, and tenant/city obligations shall be as outlined in Annexure 1.
7. Where practicable utility charges will be individually metered for each Tenant otherwise an equitable percentage of the overall site utility charges will be applied.
8. The tenant shall have responsibility for all obligations as outlined in Annexure 1.
9. Council reserves the right in all cases to inspect premises and ensure Lease conditions and Key Performance Indicators are being met.

### **RELATED LEGISLATION AND OTHER REFERENCES**

*Local Government Act 1995 (WA).*

*Residential Tenancies Act 1987 (WA)*

*Residential Park (Long-Stay Tenants) Act 2006 (WA) & Regulations*

<b>Adopted by Council:</b>	19 April 2011
<b>Reviewed</b>	1 March 2016 9 April 2019
<b>Strategic Link</b>	C1.1 - A strong sense of community through the provision of quality services and facilities
<b>Document Ref</b>	3249778

Annexure 1 - Categories of Tenants

Category No.	Lessee Description	Reference	Lease Fee and Charges	City and Lessee Obligations	Lease Tenure
1.	Not-for-profit community groups:  a) Local service groups – the lessee operates exclusively in, and its membership is predominately drawn from, the City of Bayswater district. b) Community child care centres. c) Other community groups – those with locations outside, and/or servicing a wider catchment than the City of Bayswater district.	Member based not for profit groups made up of mostly community representatives and volunteers, (whether incorporated or not) established to provide community, services and/or raise money for those in need and deemed exempt dispositions under the <i>Local Government Act 1995</i> (WA).	a) Local service groups - \$1/pa b) Community child care centres - \$1,360/pa c) Other community groups - \$1,390/pa  Plus GST and all utility costs and other outgoings identified as Lessee Obligations.  The Lease fee will be indexed annually to CPI where applicable.  Rates will not be charged by the City.  Emergency Services Levy will be charged by the City.	<u>Lessee</u> Cleaning, pest control, consumables, and contents and public liability insurance associated with the facility.  Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.  Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.  <u>City</u> Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.  The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.	Lease/Licence Agreement (2-5 years)
2.	Sporting and recreational groups	Being sporting and recreational groups (whether incorporated or not) that would be deemed exempt dispositions under the <i>Local Government Act 1995</i> (WA).  Excludes state sporting/recreational bodies.	\$1/pa  Plus all utility costs and other outgoings identified as Lessee Obligations.  Rates will not be charged by the City.  Emergency Services Levy will be charged by the City.	<u>Lessee</u> Cleaning, pest control, consumables, and contents and public liability insurance associated with the facility.  Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.  Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.  <u>City</u> Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.  The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.	Lease/Licence Agreement (2-5 years)
3.	Not for profit – funded	Not for profit groups, that are professional organisations with paid staff and are generally Government funded or have significant membership bases. Includes places of worship and state sporting/recreational bodies.	40% of market valuation or as otherwise determined by the City following an Expression of Interest process  Plus the Emergency Services Levy, GST and all utility costs and other outgoings identified as Lessee Obligations.  The Lease fee will be indexed annually to CPI.  Rates will not be charged by the City.	<u>Lessee</u> Cleaning, pest control, consumables, and contents and public liability insurance associated with the facility.  Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.  Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.  <u>City</u> Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.  The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.	Lease Agreement (2-10 years)

4.	Child Health Clinics	Services provided by community child health nurses, employed by WA Health, deemed exempt dispositions under the <i>Local Government Act 1995</i> (WA).	<p>\$1/pa</p> <p>Plus GST and all utility costs and other outgoings identified as Lessee Obligations.</p> <p>Rates will not be charged by the City.</p> <p>Emergency Services Levy will be charged by the City.</p>	<p><u>Lessee</u></p> <p>Consumables, insurances and all outgoings associated with the facility.</p> <p>Repairs and maintenance on items installed by the Lessee or where the damage is attributable to Tenant use/activity.</p> <p>Waste charges will be payable by the City as determined by the Coordinator Environmental Health on a case-by- case basis based on individual club needs.</p> <p><u>City</u></p> <p>Building insurance and all maintenance and repairs excluding damage attributable to Tenant use/activity.</p> <p>The City will undertake the servicing of all inbuilt mechanical services (eg air conditioning and cool rooms) and alarm systems, with the cost being borne by the tenant.</p>	Informal User Agreement (up to two years)
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