

KNOX CITY COUNCIL

SUPPLEMENTARY REPORTS

ORDINARY MEETING OF COUNCIL

to be held

on

Monday 25 June 2018

13.1. Bayswater Football Club

13.2 Contract No. 2357 – Pruning and General Arboricultural Services

DINSDALE WARD**13.1 BAYSWATER FOOTBALL CLUB**

SUMMARY: *Manager – Youth, Leisure & Cultural Services (Peter Gore)*

This report provides information on a social event hosted by the Bayswater Football Club on Saturday, 19 May 2018. It recommends actions aimed at improving Club culture, player conduct and reinforcing Council's Community & Council Plan objectives, policy and the terms of Council's Seasonal Tenancy Agreement.

The recommendations have been developed to ensure sporting clubs understand and meet their responsibility as tenants of Council facilities including ensuring that club members' conduct and behaviour is consistent with Council and community expectations.

RECOMMENDATION

That Council:

1. Write to the Bayswater Football Club and advise them of the following:
 - 1.1 Council's disappointment and dissatisfaction with the social event involving a female entertainer at the Bayswater Football Club on Saturday, 19 May 2018 and requests that the President, Committee members and Senior Club Captain make a formal apology to the full Council and Knox community at an Ordinary Meeting of Council.
 - 1.2 That the Club accept a two week home game suspension at Bayswater Oval as a sanction with dates to be agreed to with Council officers.
 - 1.3 That the Club notes Council's resolute commitment to gender equity and respect for women and requires the Bayswater Football Club to:
 - Have a new Gender Equity Audit (see Appendix A) undertaken by an independent expert with Council agreement;
 - Develop an action plan based on the independent audit outlining the Club's approach to promoting respect and equality;
 - Present the audit review and action plan prior to the end of the 2018 season.

- 1.4 That Council requires the Club to undertake the following:
 - Host an event for younger children to introduce the concepts of respect, equality, gender stereotypes and harmful definitions of masculinity;
 - Develop an internal communications policy to promote principles of good governance, transparency and accountability; and
 - Develop a social media policy that governs appropriate usage and content – the Policy is to reflect principles of good governance, and ensures content is consistent with responsible consumption of alcohol and best practice in gender equality.
- 1.5 Informs the Club that failure to accept all of the above actions will result in refusal of seasonal tenancy to Bayswater Football Club for the 2019 Winter season.
- 1.6 Requests the Club to offer mental health and wellbeing support to officials or players who may be emotionally affected in the aftermath of this issue.
- 1.7 That Council will support genuine efforts by the Club to improve its culture.
2. Write to the Eastern Football League expressing disappointment in the lack of communication with Council on the unacceptable social event delivered by Bayswater Football Club on Saturday 19 May 2018 and request that a memorandum of understanding be jointly developed which details future expectations, roles and responsibilities between the Eastern Football League and Knox City Council as it relates to football competition in the Knox municipality.
3. Resolves that all Knox Sporting Clubs be required to undertake mandatory gender equity and Child Safe Training from a suitably qualified service provider prior to the commencement of the 2018-19 season and that this will be required as a condition of Council's revised Seasonal Tenancy Agreement.
4. Request the Chief Executive Officer to:
 - 4.1 Impose Level 3 of the Breach of Tenancy Agreement for Sporting Clubs Policy (see Appendix B) on Bayswater Football Club.
 - 4.2 Review and amend the seasonal tenancy agreement for Knox sport and leisure groups to incorporate a cancellation clause and to clearly articulate expected roles and responsibility of clubs on standards of behaviour for respect for women, responsible serving of alcohol and social behaviour of members, and conduct a review of the Breach of Tenancy

Agreement for Sporting Clubs Policy to strengthen expectations on conduct in these areas.

- 4.3 Include provision for a once-off allocation of a \$33,000 to support a temporary 0.4 EFT in the 2018-2019 Budget to undertake the policy and licence reviews as outlined above.**
- 4.4 Write to all Knox seasonal sport and leisure groups to advise them of the changes within future Seasonal Tenancy Agreements and the adopted changes to the Breach of Tenancy Agreement for Sporting Clubs Policy.**

1. INTRODUCTION

Knox City Council provides facilities to AFL Clubs for use of Council owned or managed facilities through seasonal tenancy agreements.

Knox City Council has a seasonal tenancy agreement with the Bayswater Football Club for use of the Bayswater Oval for the Winter 2018 season. The Club have used this facility for over 100 years.

1.1 The Event

At a meeting held between senior Bayswater Club officials, the Knox City Council Mayor and senior Council officers on Thursday 7 June 2018 it was established that:

- A social event involving a female entertainer was held by the Bayswater Football Club on Saturday, 19 May 2018.
- The event was organised by senior players of the Club and included a celebration of a 200 milestone game.
- Up to 40 senior Club members and under 19 players were in attendance, the youngest player in attendance was 17 years of age.
- The decision to hire a female entertainer was made by the players on the night. The entertainer was paid for by the players who contributed money.
- Two Committee members were present during the evening.
- The event involved significant consumption of alcohol.
- Entertainment on the night resulted in the objectification of female performers for the enjoyment of others.
- The President found out about the event via a phone call from the Eastern Football League (EFL) on Friday 25 May 2018.
- The Club executive convened a meeting on Monday 28 May 2018.

- Club executive members met with the EFL Board on Monday 4 June 2018.
- This event did not involve members of the Bayswater Junior Football Club or Bayswater Women's Football Club.

The Club's role in the event is at variance with:

- Key goals of the Community and Council Plan 2017-2021, particularly as they relate to promoting health, wellbeing, equity and safety - see section 7 below.
- The recommendations of the recent 'Our Codes Our Clubs' project - 'Changing the story to promote gender equity together' – a joint research project with Knox City Council, Maroondah Council and Yarra Ranges Council identifying the practical actions sporting clubs can undertake to promote and normalise gender equality within their clubs.
- Recommendations from the Royal Commission into Family Violence.
- Council's newly funded Leading Teams program which aims to strengthen the ability of junior and senior sporting clubs to foster a culture where positive social behaviours and norms are modelled.

2. DISCUSSION

2.1 Knox Breach of Tenancy Agreement for Sporting Clubs Policy

The Breach of Tenancy Agreement for Sporting Clubs Policy was introduced in 2013 as a response to issues arising from seasonal sporting clubs.

The policy was designed to ensure a fair and transparent system with regard to breaches of tenancy agreements and act as a deterrent to poor relations between occupants of Council's facilities and nearby residents and to reduce alcohol and poor behavioural conduct by user groups.

Council officers have referred to the Breach of Tenancy Agreement for Sporting Clubs Policy and classified the breach as a Level 3. As this is the Club's first breach this year three points are applied which result in no penalty. Penalties are applied from five points and above. A loss of tenancy is considered when a club has 20 plus points.

The Bayswater Football Club has had four Policy breaches since the Policy's introduction in 2013:

- August 2013 – inappropriate storage at a Council facility.
- May 2014 – noise concerns raised by nearby residents.
- April 2015 – inappropriate signage on display (in breach of Council's signage policy).

- July 2015 – unauthorised usage of a Council facility (exceeding hours of tenancy).

The event of 19 May 2018 is more serious in nature and requires a considered and commensurate mix of interventions to promote a strong organisational culture encompassing values and behaviours consistent with Council and community expectations.

Council's Breach of Tenancy Policy in this instance fails to adequately respond to community expectations and standards and this will be revised in a review of the Policy scheduled for 2018-19.

2.2 Legal Advice

Legal advice regarding this matter was obtained and is provided as Confidential Appendix C.

2.3 Reporting Requirements

Council has an obligation to provide notification on issues such as this and respond to legislative requirements. In this case, the standards include Victoria's Legislative Child Safe Standards and the Crimes Act.

Victoria's Legislated Child Safe Standards ('the Standards')

The Standards are legal obligations introduced in 2016 which apply to football clubs and many other organisations, including Councils. The legislation covers children from 0-18 years of age.

Under the Standards, concerns about football clubs should be reported to the Commission for Children & Young People ('the Commission'). In relation to this matter, a report in the form of a public notification should be made to the Commission. The Commission can request information and use a range of enforcement powers. See: <https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/our-powers/>. Council officers have made a report on this incident as a public notification in accordance with its legislative requirements.

2.4 Club Actions

In the wake of this event hosted by the Bayswater Football Club the President and Committee on behalf of the Club have:

- Issued a statement regretting the fact that under age children were present.
- Altered Club policy for future events to accommodate a strict over 18 policy, unless in the company of a parent or guardian.
- Met with the U19 player group on 5 June 2018 to discuss the EFL proposed sanctions.

- Agreed to undertake training on the prevention of violence against women in partnership with the Eastern Domestic Violence Service (EDVOS).
- Have all senior players purchase a pink jumper for a recent game at \$80.00 which will be donated to a charity (supporting the Cancer Council's Pink Ribbon initiative).
- Have all senior players volunteer time with the Junior Football Club.

The EFL on 5 June 2018 sent a letter to the Bayswater Football Club (see Appendix D) stating that the 'conduct of the players falls under the category of bringing your club, the game and league into disrepute' and holds the player group responsible. The EFL suggested that the Bayswater Football Club Committee impose four key penalties on the player group:

- A fine paid by the playing group out of match payments of a minimum \$3,500. This fine is to be donated to a charity of the Club's choice, but recommend EDVOS, a family violence service for women and children based in Melbourne's East.
- A suspension or some other form of appropriate penalty (volunteer at junior club, community charity work, etc) for the players who went expressly against the Committee's wishes and organised the entertainment.
- The senior playing group to have an education session on Respect and Equality to be run by SALT (Sport & Life Training), at cost to the players.
- An apology from the players to the Bayswater JFC for the effect this decision will have on them after the huge amount of work they have done in building the junior Club's reputation over the last few years, of which this association will now impact.

Bayswater Football Club has advised that it has agreed to execute these sanctions, other than the suspension of players.

2.5 Club Development Program

Council's funded Club Development Program can provide support to clubs to develop their operations and culture. The Program can be used to support clubs to undertake their own training programs for players and officials in the critical areas of gender equity and Child Safe Standards. It is strongly recommended that clubs use independent and suitably qualified service providers to undertake such training (e.g. EACH or Women's Health East). Such training will be an additional requirement for clubs as part of next year's seasonal tenancy agreements with Council.

It is important also to note that strong positive cultures in clubs are required and should support a diverse range of community members (eg. CALD, disability).

Council is in the final stages of piloting an In Club Education Program (SALT) consisting of workshops delivered directly to members of three sporting clubs within the Knox community. The pilot has been conducted over this year to address a range of social issues including (but not limited to) drug and alcohol abuse, gender equity, mental health and inclusion. Due to the success of the pilot program to date, the In Club Education Program will be considered for continuation with an opportunity for all Knox clubs to participate.

2.6 Social Media

A review of the Club's social media platforms (e.g. website, Facebook) identified some poor messaging which is not consistent with gender respect and best practice. It has been noted that some event posts have focused on promoting alcohol consumption and/or avoiding random breath testing facilities. This is not consistent with a club promoting a strong culture of acceptable social behaviour consistent with Council and community expectations. It is noted that the Club has since removed the inappropriate social media posts. It is recommended that the Club review its social media policy and content.

3. CONSULTATION

The Mayor, CEO and senior Council officers met with the President, Mr Garry Galvin, Secretary, Mr Sean Brady, and Senior Club Captain, Mr Joel Galvin, on 7 June 2018. The Club tabled documents supportive of the culture at the Club (see Confidential Appendix E).

Council staff contacted the President of the EFL, Mr Phil Murton, on 5 June 2018 to discuss this matter and the EFL's advice to the Club in their letter dated 5 June 2018.

In discussions on Thursday, 14 June 2018 with EFL, it was agreed that an offer of the AFL chaplaincy service would be provided to support the Club players and officials.

The report content has been reviewed by Council's Manager Governance and officer input sought from Council's Community Wellbeing, City Safety and Health and Property Management departments.

4. ENVIRONMENTAL/AMENITY ISSUES

There are no environmental implications associated with this report.

5. FINANCIAL & ECONOMIC IMPLICATIONS

In order to implement recommendations contained within this report, particularly the urgent review of all Council's Leases and Licences for Knox sporting and leisure clubs. Additional resourcing is required. It is estimated that 0.4EFT is required for a three month period (this is approximately \$32,877). It is also recommended that this work be aligned with a review of the Breach of Tenancy Agreement of Sporting Clubs Policy.

6. SOCIAL IMPLICATIONS

The 2015 national framework 'Change the Story: A shared framework for the primary prevention of violence against women and their children in Australia' provides an evidence-based approach and conceptual model for action for the primary prevention of violence against women. The framework articulates the link between gendered violence and gender inequality.

The link between men's violence against women and gender inequality is formidable and evidence based, requiring fundamental changes to the social contexts and cultures that enable the gendered drivers of inequality and violence against women to thrive.

A focus on gender equality will:

- Prevent violence against women and girls.
- Provide economic and social benefits.
- Reduce the costs of gender inequality for individuals, communities and businesses.
- Provide a fairer system and uphold human rights.
- Increase organisational/club performance.
- Enhance the ability to attract and retain employees, members, players.
- Enhance an organisations/clubs reputation.

Knox City Council supports gender equity in the workplace and is a Member of the Municipal Association of Victoria's Prevention of Violence against Women and Gender Equity Network and Action Plan 2017-2020, a member of Women's Health East and the Eastern Metropolitan Region's Regional Family Violence Partnership (EMR RFVP) and the 'Together for Equality and Respect' (TFER) project.

Knox City Council is in a position to influence the community through policy and action. As custodians of community facilities Council has an obligation to ensure all users provide equal access, inclusion and opportunities and treat people with respect and dignity.

7. RELEVANCE TO KNOX COMMUNITY AND COUNCIL PLAN 2017-2021

The Community and Council Plan 2017-2021 includes three goals particularly pertinent:

- Goal 4 – We are safe and secure.
- Goal 6 – We are healthy, happy and well.

- Goal 7 – We are inclusive, feel a sense of belonging and value our identity.

Other relevant plans include the Community Access and Equity Implementation Plan (2017-2022) which makes explicit statements of commitment regarding Council's role in the recognition of diversity and the redress of discrimination and disadvantage.

8. CONFLICT OF INTEREST

Under section 80c of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

Officer Responsible – (Peter Gore, Manager Youth Leisure & Cultural Services) - In providing this advice as the Officer Responsible, I have no disclosable interests in this report.

Author – (Kerry Irwin) - In providing this advice as the Author, I have no disclosable interests in this report.

9. CONCLUSION

A comprehensive mix of interventions are recommended to ensure the Bayswater Football Club is held accountable for the events of 19 May 2018. It is proposed that the focus on education will build understanding of gender equity and prevention of violence against women to ensure the long term ongoing success of the Club, players, members, Council and the community.

10. CONFIDENTIALITY

Appendices A, C and E are declared confidential as a matter which may prejudice the Council or any other person.

Report Prepared By: *Manager – Youth, Leisure & Cultural Services
(Peter Gore)*

Report Authorised By: *Acting Director – Community Services
(Kathy Parton)*

13.1 BAYSWATER FOOTBALL CLUB

Confidential Appendix A – Gender Equity Audit has been circulated under separate cover

KNOX POLICY



BREACH OF TENANCY AGREEMENT FOR SPORTING CLUBS

Policy Number:	2012/29	Directorate:	Community Services
Approval by:	Council	Responsible Officer:	Team Leader Leisure Development
Approval Date:	23 June 2015	Version Number:	2
Review Date:	2018/19		

1. PURPOSE

This policy provides a clear and consistent process for Council to ensure sporting clubs understand and meet their responsibilities as tenants of Council sporting facilities, whilst assisting with the management of sporting clubs that breach their seasonal/annual tenancy agreement. It will also help assist in limiting the impact these breaches have on both Council, its officers and its residents. The types of matters covered by this policy include, but are not limited to, public disturbances, damage to Council property and additional costs incurred by Council.

In addition, this policy will help ensure all sporting clubs behave in a manner consistent with Council's Good Neighbour Guidelines and the Good Sports Program.

2. CONTEXT

Historically Council officers have issued a breach of tenancy notification to a sporting club when a breach of its seasonal/annual tenancy agreement has occurred. This notification, in the form of a letter, requires the sporting club to respond in writing within seven days, highlighting how it plans to address the breach, as well as highlighting the measures put in place to ensure the breach doesn't occur in the future.

3. SCOPE

This policy applies to all sporting clubs within the City of Knox which are placed on seasonal/annual tenancy agreements when utilising Council's assets. This includes, but is not limited to, sports fields, sports pavilions, tennis courts and netball courts.

This policy will not apply to sporting clubs and associations placed on long-term lease and license agreements.

4. REFERENCES

4.1 Council Plan 2013 to 2017

- Healthy, Connected Communities
- Culturally Rich and Active Communities
- Democratic and Engaged Communities

4.2 Relevant Legislation

- Liquor Control Reform Act 1998
- Local Government Act 1989 – Conflict and Interest Provisions

4.3 Charter of Human Rights

- This policy has been assessed against and complies with the charter of Human Rights.

4.4 Related Council Policies

- Advertising, Sponsorship and Promotional Signs on Council Land
- Sporting Reserve Facility Usage
- Sporting Reserve & Facility Development Guidelines
- Casual Use of Active Reserve

4.5 Related Council Documents

- Seasonal/Annual Tenancy Agreement
- Seasonal Changeover Guidelines
- Fees & Charges

4.6 Related Council Plans

- Knox Leisure Plan 2014-19
- Community Safety Plan 2013-17
- Knox Community Health & Wellbeing Strategy 2013-17
- Open Space Asset Management Plan
- Open Space Plan 2012-22

5. DEFINITIONS

Breach of Tenancy	An action executed by the sporting club which is in breach of its seasonal/annual tenancy agreement.
Community Group	A legal entity that provides services, support or activities to the Knox community under a sub-let arrangement with a sporting club.
Council	Knox City Council, whether constituted before or after the commencement of this Policy.
Council's Leisure Facilities	Facilities managed by Knox City Council, including sports fields, courts and pavilions.
Good Neighbour Guidelines	The guidelines developed to encourage good relations between occupants of Council facilities and nearby residents.

Good Sports Program	An initiative by the Australian Drug Foundation to develop safer and healthier communities. The program helps sporting clubs manage alcohol responsibly and reduce alcohol related problems.
Seasonal/Annual Tenancy Agreement	An agreement which outlines the roles and responsibilities of each respective sporting club which utilises a Council facility.
Seasonal/Annual Tenancy Fee	Is a figure charged by Council on a seasonal/annual basis to cover costs associated with maintenance works. The total figure consists of three elements – sportsfield fees, pavilion fees and team fees.
Sporting Club	Any sporting club which enters into a Seasonal/Annual Tenancy Agreement with Council.

6. COUNCIL POLICY

6.1 Process

To ensure a fair and transparent system with regard to potential breaches of tenancy agreements, the following process will be implemented when a potential breach of a Seasonal/Annual Tenancy Agreement has occurred;

1. Council's Leisure Services Officer will assess the claimed breach using the matrix shown at Section 6.2 of this Policy. A breach level will be established where appropriate.
2. Upon the assessment being completed by the Leisure Services Officer, Council's Coordinator Leisure Services will review this prior to notifying the club.
3. The club will be notified in writing of the assessment outcome and given an opportunity to respond in writing within seven days.
4. If the club wishes to appeal the breach level decision made by the Leisure Services Officer, a review panel consisting of three Council Officers will be assembled to review and re-assess the breach. This panel will be chaired by the either Director Community Services or Manager – Youth, Leisure & Cultural Services, will include a minimum of one other Director or Manager and will not include any officers who were involved in the original decision making process. All matters associated with potential apprehended bias must be considered in forming any review panel.
5. The club will have an opportunity to send a nominated Club Executive Committee Member to present to the review panel, in order to provide the club's version of events.
6. The club will be notified of the outcome of the appeal.

6.2 Classifying the Breach

If a sporting club, in accordance with the process outlined at Section 6.1, is found to have breached its seasonal/annual tenancy agreement, the breach will be classified into a category which reflects the level of severity of the breach. These levels will range from minor breaches (Level 1) to severe breaches (Level 5).

Examples of actions which can be classified as a breach, and their corresponding levels, can be found in Attachment 1.

These potential breaches have been allocated their corresponding level by using a matrix which factors in two key elements:

- The impact on Knox City Council and its residents (i.e. disturbances, reputation etc).
- The financial cost to Knox City Council (i.e. cost to rectify the impact of the breach).

		Impact on Council & Residents		
		Low	Medium	High
Financial cost to Council	Low	Level 1	Level 2	Level 3
	Medium	Level 2	Level 3	Level 4
	High	Level 3	Level 4	Level 5

6.3 Points System

Once the breach has been categorised, points will be allocated by using a matrix which factors in two key elements:

- The number of breaches during the previous 12 months.
- The level of breach as assessed under clause 6.2.

		Breach Level				
		1	2	3	4	5
Breach Number over the preceding 12 month period	1	1 Point	2 Points	3 Points	4 Points	5 Points
	2	2 Points	4 Points	6 Points	8 Points	10 Points
	3	3 Points	6 Points	9 Points	12 Points	15 Points
	4	4 Points	8 Points	12 Points	16 Points	20 Points
	5	5 Points	10 Points	15 Points	20 Points	25 Points

The points for each separate breach will be recorded and a cumulative rolling total will be kept. The points attributed to each separate breach will expire after 12 months and the cumulative rolling total will be adjusted accordingly. For example;

- 02/12/2014 Breach (2 points, expires in 12 months)
- 14/01/2015 Breach (2 points, expires in 12 months – 4 points cumulative)
- 09/03/2015 Breach (3 points, expires in 12 months – 7 points cumulative)
- 02/12/2015 Points adjusted (5 points cumulative)
- 14/01/2015 Points adjusted (3 points cumulative)
- 09/03/2015 Points adjusted (0 points cumulative)

This practice ensures that clubs which improve their behaviour as a result of a change in committee members, for example, will not continue to be penalised for prior mistakes beyond their control.

Examples of how breaches are classified and the points attributed to the breach are set out at Attachment 2 of this policy.

6.4 Penalties

The table below provides the penalties to be applied should a sporting club accumulate the following points:

Points System	
5 Points - 9 Points	Meeting with the club and requirement of a bond totalling 10% of their seasonal tenancy fees issued by Council. This bond will be returned to the club at the time in which its cumulative points total drops below five points. The club's respective Ward Councillor will also be invited to attend.
10 Points - 14 Points	Loss of bond and reported to the club's respective governing body and various other sport and recreation bodies (i.e. AFL Victoria, Good Sports, Liquor Licensing Victoria, VicSport etc).
15 Points - 19 Points	Ineligible for funding opportunities through Council for the next 12 month period (i.e. Sport & Recreation Victoria, Minor Grants, Community Grants etc).
20 Points or Greater	Review of Seasonal/Annual Tenancy – This may include one or more of the conditions outlined in Section 6.4.2 of this Policy.

* Note: Should a club progress into a new penalty category, the penalties applied at all previous levels will still remain.

6.4.1 Bond Figure

Council acknowledges that the bond figure would affect each separate club in a unique way, with some larger clubs being able to cover a nominated amount much easier than a smaller club would be able to. As such, the bond figure applied will represent 10% of the offending club's seasonal/annual tenancy fee (excluding fees associated with turf wickets). For example:

- Club A, a large football club with in excess of 400 members, has a seasonal tenancy fee of \$8,500. Should it be required, the bond figure applied would be \$850.
- Club B, a small netball club with less than 50 members, has a seasonal tenancy fee of \$1,200. Should it be required, the bond figure applied would be \$120.

Should this formula result in an amount below \$100, a minimum bond amount of \$100 will be applied.

6.4.2 Review of Seasonal/Annual Tenancy

A review of a club's seasonal/annual tenancy will consist of the introduction of one or more of the following conditions:

- An additional bond of \$1,500 being required.
- Usage of Council facilities being restricted to only match and training needs, therefore excluding facility use for social functions.
- Removal of access to Council facilities for pre-season training.
- Introduction of a good behaviour contract for the following tenancy period, where any breach may evoke a loss of bond or see the club ineligible for funding opportunities for an additional 24 months. Should the bond be revoked due to a breach involving damage to a Council facility, the bond will not act as a club contribution towards the costs to rectify the issue.
- Loss of tenancy and loss of access to all Council facilities.

ATTACHMENT 1

Breach of Seasonal/Annual Tenancy Agreement Examples

- Late submission of Seasonal/Annual Tenancy Application
- Late submission of Seasonal Changeover Checklist
- Gambling within Council facilities
- Smoking within Council facilities
- Breach of Liquor Licence Agreement
- Sub-letting Council facilities without Council approval
- Failure to 'Test & Tag' electrical equipment
- Failure to adequately clean Council facilities
- Inappropriate storage of equipment within Council facilities
- Unapproved usage of Council facilities
- Displaying of non-conforming signage
- Exceeding pavilion hours of use
- Excessive litter surrounding Council facilities
- Late payment of seasonal/annual tenancy fees
- Unapproved works to a Council facility
- Changing locks within a Council facility without prior approval

ATTACHMENT 2

Examples – Breach of Seasonal/Annual Tenancy Agreement

First Breach

Incident: Club A has applied to Council, requesting to hold an exhibition match which falls outside their allocated reserve usage times. The request is denied due to the fact a different sporting club (Club B) has been allocated use of the reserve at this time. Despite Club A's request being denied they proceed to hold the exhibition match, which severely interrupts Club B's usage of the reserve.

Classification: A breach has occurred on the grounds of unapproved usage of Council facilities. The breach is deemed to have a low financial cost to Council and a medium impact on residents due to the amount of players affected from Club B. After referring to the matrix outlined in Section 6.2 of the Policy, this incident is deemed to be a Level 2 breach.

Penalty: 2 Points – Level 2 / First Breach

Action: A breach of tenancy notification is sent to Club A. The club is informed of the two penalty points associated with this breach and are reminded of their responsibilities as tenants under their tenancy agreement. The club is also advised of the processes in place should further points be accumulated.

Second Breach

Incident: Numerous residents contact Council on a Monday morning, expressing their concern that a sporting club is still partying after their Grand Final on the weekend prior. The club members are partaking in activities which are disturbing local residents and the police have been called to attend. Following an investigation, the claims are found to be correct and involve Club A.

Classification: A breach has occurred on the grounds of exceeding pavilion hours of use. The breach is deemed to have a low financial cost to Council and a high impact on residents due to the amount of residents affected. After referring to the matrix outlined in Section 6.2 of the policy, this incident is deemed to be a Level 3 breach.

Penalty: 6 Points – Level 3 / Second Breach

Action: A breach of tenancy notification is sent to Club A. The club is informed of the six penalty points associated with this breach and are reminded of their responsibilities as tenants under their tenancy agreement. The club is informed that they now have a cumulative total of eight points, consisting of two points and six points from each respective breach. As such, they are required to pay a bond which is consistent with the figure as determined in Section 6.4.1 of this policy. The club is again advised of the processes in place should further points be accumulated.

13.1 BAYSWATER FOOTBALL CLUB

Confidential Appendix C – Legal Advice has been circulated under separate cover



Tuesday 5th June 2018

Gary Galvin
President
Bayswater FC
c/- bayswater@efl.org.au

Dear Gary,

The circumstances surrounding the incident that took place at the Bayswater Football Club on Saturday May 19 were discussed at the Board Meeting of Monday June 4, 2018.

The conduct of the players falls under the category of bringing your club, the game and league into disrepute. The players need to be made fully aware of the damage their actions have caused and the strain it has put on key relationships of your club including the junior club, sponsors, members, your women's football team, the league and Council.

As such, a range of penalties is appropriate in this instance. Given the players acted against the express wishes of the Committee, the Board expect the committee to impose a range of penalties commensurate with the distress which this has caused. The expectation of the Board is that the penalties should include:

1. A fine paid by the playing group out of match payments of a minimum \$3,500. This fine is to be donated to a charity of the club's choice, but we'd recommend EDVOS, a family violence service for women and children based in Melbourne's East.
2. A suspension or some other form of appropriate penalty (volunteer at junior club, community charity work, etc) for the players who went expressly against the Committee's wishes and organised the entertainment.
3. The senior playing group to have an education session on Respect and Equality to be run by SALT (Sport & Life Training), at cost to the players.
4. An apology from the players to the Bayswater JFC for the effect this decision will have on them after the huge amount of work they have done in building the junior club's reputation over the last few years, of which this association will now impact.

We understand you are meeting the playing group tonight to outline the penalties involved. Please update us on the final decision of the club's in regard to these penalties.

Please call should you have any questions

Regards,

Phil Murton
Chief Executive Officer

13.1 BAYSWATER FOOTBALL CLUB

Confidential Appendix E – Correspondence from the Club has been circulated under separate cover

ALL WARDS**13.2 CONTRACT NO. 2357 – PRUNING AND GENERAL ARBORICULTURAL SERVICES**

SUMMARY: *Peter Carlos – Acting Coordinator – Active Open Space & Lara Wilson – Acting Project Officer – Trees*

This report recommends the addition of a further tenderer to the panel as approved by Council at the Strategic Planning Committee Meeting of 12 June, 2018 for Contract No. 2357 – Pruning and General Arboricultural Services.

RECOMMENDATION

That Council:

1. **Accept the tender submitted by Vegetation Group Australia Pty Ltd for the following Schedule of Rates components of Contract No. 2357 for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council’s discretion;**
 - **Tree Pruning and Removal;**
 - **Tree Stump Removal;**
 - **Mulch Disposal;**
2. **Authorise the Chief Executive Officer to sign and seal the contracts on behalf of Council.**
3. **Advise all tenderers accordingly.**

1. INTRODUCTION

Council received a report that considered and recommended the appointment of a panel of tenderers for Contract No. 2357 – Pruning and General Arboricultural Services at the Strategic Planning Committee (SPC) of Council on 12 June, 2018. The report recommendations were endorsed by Council. Refer Appendix A - SPC Report and Appendix B, Confidential Procurement Report as appended to the SPC report.

Subsequent to the report being presented to the Strategic Planning Committee, it was identified that two (2) tenders had been received that had not been included as a part of the tender evaluation process. This was due to an administrative anomaly associated with the on-line or electronic tender submission process. This anomaly has since been resolved. The tenders were from:

- Vegetation Group Australia Pty Ltd
- Jim’s Trees

In consultation with Council's Strategic Procurements Department, it was determined that the two tenders would be assessed in accordance with the evaluation criteria and methodology that was applied to all tenderers for Contract No. 2357 – Pruning and General Arboricultural Services. Refer Appendix C – Revised Confidential Procurement Report.

This report provides an outline of that assessment process.

2. DISCUSSION

2.1 Initial Assessment

Following an initial assessment by the tender evaluation panel, it was determined that Jim's Trees was a non-compliant submission. The submission by Vegetation Group Australia Pty Ltd was deemed to be compliant and was to be assessed against the tender evaluation criteria.

2.2 Tenders

An invitation to tender notice was placed in *The Age* and the *Leader Group* of newspapers, commencing 4 April 2018, and concluding on 2 May 2018.

2.2.1 Lump Sum

The following parties tendered for the Lump Sum (Proactive Zone Pruning) component of Contract No. 2357:

1. Active Tree Services Pty Ltd
2. Batt Brothers Pty Ltd
3. Citywide Service Solutions Pty Ltd
4. Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
5. R & J Stewart Pty Ltd
6. Vegetation Group Australia Pty Ltd

2.2.2 Schedule of Rates

The following parties tendered for the reactive (Schedule of Rates) component of Contract No. 2357:

1. Active Tree Services Pty Ltd
2. Arbor Co Pty Ltd
3. Arbor Spray Pty Ltd
4. Asplundh
5. Batt Brothers Pty Ltd
6. Citywide Service Solutions Pty Ltd
7. Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
8. ENSPEC Pty Ltd
9. Greenscape Tree Consulting Pty Ltd
10. Herbamac Pty Ltd
11. Heritage Trees Pty Ltd
12. Just Roots Pty Ltd
13. R & J Stewart Travel Tower Hire Pty Ltd

14. Roger Greenwood Consulting
15. Jim's Trees
16. Vegetation Group Australia Pty Ltd

2.2.3 Evaluation Panel

The Tender Evaluation Panel consisted of the following members:

Name	Title	Organisational Unit
Lara Wilson	Acting Project Officer Trees	Active Open Space
Phil Kearsley	Probity Advisor	Strategic Procurement
Peter Carlos	Acting Coordinator Active Open Space	Operations

Assisting the panel with matters of probity was Michele Colman – Acting Procurement Lead – Business and financial services.

All members of the panel signed the tender evaluation panel declaration form indicating that they had no conflict of interest or association with any tenderers.

2.2.4 Evaluation Criteria

The evaluation criteria, as listed in the Conditions of Tender, were assigned the following weightings:

1. Project Delivery	30%
2. Price	30%
3. Relevant experience, past performance	20%
4. Equipment and human resources	10%
5. Quality Management	10%
TOTAL	100%

2.3 Tender Evaluation Results

As noted, there are two components to Contract No. 2357. The first component is the Lump Sum component, which relates to programmed tree inspection and maintenance. This relates to delivery of programmed tree inspections and maintenance works in accordance with Electrical Line Clearance Regulations (2015) and Council's Road Management Plan.

The works are delivered under a Lump Sum payment arrangement and completed over a two year (2) period.

The second component (Schedule of Rates) addresses reactive tree works arising from customer requests, internal asset inspection cycles and in house programs.

The evaluation and ranking of Vegetation Group Australia Pty Ltd determined that their tender provided by Vegetation Group Australia Pty Ltd meets the requirements of The Schedule of Rates component of the contract with regard to Tree Pruning and Removal, Stump Grinding and Mulch Disposal. It is considered that the inclusion of this contractor to the panel would provide a valuable additional resource for these works which would be of benefit to Council, particularly during extreme weather events.

The panel therefore recommends the inclusion of Vegetation Group Australia Pty Ltd to the panel of tenderers approved by the Strategic Planning Committee on 12th June for the Schedule of Rates component of Contract No. 2357 to engage the services over a two year period, with two (2) x one (1) year optional extensions for:

- tree removal and pruning;
- stump grinding;
- disposal of mulch.

2.3.1 Lump Sum Component

Type of Works	Recommended Tenderer
Lump sum tender	Active Tree Services Pty Ltd
Proactive zone pruning component to comply with Electrical Safety (Line Clearance 2015) and Council's Road Management Plan	

2.3.2 Schedule of Rates Components

Type of Works	Recommended Tenderer
Tree Pruning & Removal	R&J Stewart Travel Tower Hire Pty Ltd Citywide Service Solutions Pty Ltd Active Tree Services Pty Ltd Batt Brothers Pty Ltd Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS) Vegetation Group Australia Pty Ltd
Tree Stump Removal *the majority of works are associated with tree removal	Herbamac Pty Ltd R&J Stewart Travel Tower Hire Pty Ltd

undertaken by the Lump Sum and reactive tree removal service providers	<p>Citywide Service Solutions Pty Ltd</p> <p>Active Tree Services Pty Ltd</p> <p>Batt Brothers Pty Ltd</p> <p>Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)</p> <p>Vegetation Group Australia Pty Ltd</p>
Pest Control (Elm Leaf Beetle)	Arborspray Pty Ltd
Tree Root Control	Just Roots Pty Ltd
Tree Report Writing/Inspections	ENSPEC Pty Ltd
<p>Afterhours</p> <p><i>*Is mandatory for the Lump Sum service provider</i></p>	<p>Active Tree Services Pty Ltd</p> <p>R&J Stewart Travel Tower Hire Pty Ltd</p> <p>Citywide Service Solutions Pty Ltd</p> <p>Batt Brothers Pty Ltd</p> <p>Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)</p>
Disposal of Mulch	<p>Active Tree Services Pty Ltd</p> <p>R&J Stewart Travel Tower Hire Pty Ltd</p> <p>Citywide Service Solutions Pty Ltd</p> <p>Batt Brothers Pty Ltd</p> <p>Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)</p> <p>Vegetation Group Australia Pty Ltd</p>

3. CONSULTATION

Consultation has occurred with stakeholders during the phases of tender preparation and advertising. Consultation has also occurred with the current project officers and the wider Parks management team during the evaluation phase to ensure a successful tendering process was achieved.

4. ENVIRONMENTAL/AMENITY ISSUES

Council currently manages approximately 66,000 street trees and 780 hectares of treed open space, which encapsulate the leafy green image of Knox. Electrical Line Clearance Regulations (2015) and Council's Road Management Plan require that all trees are managed to maintain specified clearances from infrastructure such as power lines, roads, footpath signage and lighting.

These works will benefit both the amenity and environmental components of Council's tree population through best practice management. Works within sites of biological significance are directed and overseen by Council's Bushland Management team and trees removals are off-set by Council's Street Tree Renewal and Infill Planting programs.

5. FINANCIAL & ECONOMIC IMPLICATIONS

Lump sum works are within the projected budget forecast for 2019/20. A savings of \$47,889.67 is anticipated for Lump Sum works over the initial contract term (July 1st 2018-June 30 2020).

Further projected savings of approximately \$40,000 per year from the reactive tree budget are also anticipated, given that 47% of stump removal works are now included in the Lump Sum cost.

Reactive works are estimated to cost \$1,300,000 per year. This is however likely to vary year by year given the influence of climatic conditions on works. Over the full contract term, these works are estimated to cost approximately \$5,200,000.

Over the life of the contract the full cost is estimated at \$9,200,000 for proactive and reactive works. Given the unstable nature of reactive works and the anticipated cost increase for proactive and reactive works due to the inclusion of stump removal in the works, a round figure of \$10,000,000 will provide a safety net for the program over the life of the contract.

This accords with the budget provision.

6. SOCIAL IMPLICATIONS

Studies have shown that trees have a positive impact on physical and mental health and improve social cohesion. Trees also benefit the population from an aesthetic, symbolic, and sensory perspective, providing the following benefits:

- By providing shade and cooling the air through transpiration, trees make our streets and homes cooler and help to combat the urban heat island effect, absorbing less heat than the built structures around them.
- The shade provided by trees reduces sun exposure and heat related illness.

- Trees reduce storm water flows and nutrient runoff that would otherwise end up in our waterways. Tree canopies absorb the impact of heavy rainfall and tree roots clean ground water, reducing the nitrogen, phosphorous and heavy metal content in our waterways.
- Trees clean the air, reducing pollutants through the process of photosynthesis, where harmful chemicals such as carbon dioxide, ozone and other greenhouse gasses are removed from the air and oxygen is released.

By reducing the need for air conditioning in warmer months, greenhouse gas emissions are further reduced by trees whilst cost of living is decreased.

- Street trees add natural character to our streets and create a sense of privacy and place, increasing aesthetic appeal and property values.
- Trees provide food, habitat and homes to a wide range of animals and indigenous trees are of particular benefit to local fauna.
- Street trees provide vital habitat corridors that allow animals to safely travel through our busy streets, keeping them safe from traffic and predators.

7. RELEVANCE TO KNOX COMMUNITY AND COUNCIL PLAN 2017-2021

Goal 1.

We value our natural and built environment.

Strategy 1.1 Protect and enhance our natural environment.

Strategy 1.2 Create a greener city with more large trees, indigenous flora and fauna.

Goal 6.

We are healthy, happy and well.

Strategy 6.2 Support the community to enable positive physical and mental health.

8. CONFLICT OF INTEREST

Under section 80c of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

Officer Responsible – Ian Bell, Director – Engineering & Infrastructure – In providing this advice as the Officer Responsible, I have no disclosable interests in this report.

Author – Peter Carlos, Acting Coordinator – Active Open Space – In providing this advice as the Author, I have no disclosable interests in this report.

Author – Lara Wilson, Acting Project Officer – Trees – In providing this advice as the Author, I have no disclosable interests in this report.

9. CONCLUSION

Following the tender evaluation process, it is recommended that Vegetation Group Australia Pty Ltd be included on the panel of contractors as endorsed by Council at the Strategic Committee Meeting of 12 June 2018 to deliver reactive components for Tree Pruning and Removal, Tree Stump Grinding and Mulch Disposal of Contract No. 2357 and that Council accept their Schedule of Rates for these items.

Vegetation Group Australia Pty Ltd is adequately resourced and available to successfully undertake this contract within the constraints of quality and cost as detailed in the contract documentation.

10. CONFIDENTIALITY

The Procurement Report, including the tendered prices, evaluation matrix and completed Panel Evaluation Form is provided separately to this report.

***Report Prepared By: Peter Carlos – Acting Coordinator – Active Open Space
Lara Wilson – Acting Project Officer – Trees***

Report Authorised By: Director – Engineering & Infrastructure (Ian Bell)

ALL WARDS**CONTRACT NO. 2357 – PRUNING AND GENERAL ARBORICULTURAL SERVICES**

SUMMARY: *Peter Carlos – Acting Coordinator – Active Open Space & Lara Wilson – Acting Project Officer – Trees*

This report considers and recommends the appointment of a panel of tenderers for Contract No. 2357 – Pruning and General Arboricultural Services.

RECOMMENDATION

That Council:

1. Resolve to award Contract No. 2357 as follows:

1.1 Lump Sum Contract – Proactive Zone Pruning Program

Accept the tender submitted by Active Tree Services Pty Ltd for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion;

1.2 Schedule of Rates – Tree Pruning and Removal

Accept the tenders submitted by:

- R&J Stewart Travel Tower Hire Pty Ltd;
- Citywide Service Solutions Pty Ltd;
- Active Tree Services Pty Ltd;
- Batt Brothers Pty Ltd; and
- Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS);

for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion;

1.3 Schedule of Rates – Stump Removal

Accept the tenders submitted by:

- Herbamac Pty Ltd;;
- R&J Stewart Travel Tower Hire Pty Ltd;
- Citywide Service Solutions Pty Ltd;
- Active Tree Services Pty Ltd;
- Batt Brothers Pty Ltd; and
- Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS);

for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion;

1.4. Schedule of Rates – Tree Root Control

Accept the tender submitted by Just Roots Pty Ltd for the provision of Schedule of Rates tree root control for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion.

1.5 Schedule of Rates – Pest Control (Elm Leaf Beetle)

Accept the tender submitted by Arborspray Pty Ltd for the provision of Schedule of Rates stump pest control (elm leaf beetle) for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion.

1.6 Schedule of Rates – Tree Report Writing

Accept the tender submitted by ENSPEC Pty Ltd for the provision of Schedule of Rates tree report writing for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion.

1.7 Schedule of Rates – Afterhours

Accept the tenders submitted by:

- Active Tree Services Pty Ltd;
- R&J Stewart Travel Tower Hire Pty Ltd;
- Citywide Service Solutions Pty Ltd;
- Batt Brothers Pty Ltd; and
- Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS);

for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion.

1.8 Schedule of Rates – Disposal of Mulch

Accept the tenders submitted by:

- Active Tree Services Pty Ltd;
- R&J Stewart Travel Tower Hire Pty Ltd;
- Citywide Service Solutions Pty Ltd;
- Batt Brothers Pty Ltd; and
- Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS);

for a contract term of two years from 1 July 2018 to 30 June 2020, with the option of two (2) x one (1) year extensions at Council's discretion.

- 2. Authorise the Chief Executive Officer to sign and seal the contracts on behalf of Council.**
- 3. Advise all tenderers accordingly.**

1. INTRODUCTION

Contract No. 2357 is for the provision of arboricultural services to the community of Knox. Contract No. 2357 will replace Contract No. 2188 – Pruning and General Arboricultural Services, which will expire on 30 June 2018.

Council has not exercised the option of two (2) x (1) one year extensions available under the Conditions of Contract No. 2188 given that there is scope for significant service delivery improvements in a number of areas, and the need to appoint additional reactive resources to cope with extreme weather events.

Contact No. 2357 contains two major components – 'Lump Sum' and 'Schedule of Rates'.

The Lump Sum component is commonly referred to as the proactive zone pruning program, and relates to the pruning of Council maintained trees (street and reserve) from the relevant power authority's overhead distribution lines to the standard required by the Electrical Safety (Line Clearance) Regulations (2015). In addition, this contract ensures proactive pruning of trees to maintain clearance over footpaths, driveways, roads, in accordance with Council's Road Management Plan.

The Schedule of Rates component is commonly referred to as Council's Reactive Tree Program and includes the following services:

- tree removal and pruning;
- stump grinding;
- pest management (Elm Leaf Beetle);
- tree root management (root barriers);
- tree reports/inspections;
- after hours works; and
- disposal of mulch.

2. DISCUSSION

2.1 Proposed Works/Services

This report considers and recommends the appointment of a sole tenderer for the delivery of programmed tree maintenance inspection and works, under a Lump Sum payment arrangement to be completed over a two (2) year period, with two (2) x one (1) year optional extensions in consideration of performance thereafter as below.

Contact Period	Dates
24 Months	1 July 2018 to 30 June 2020
12 Months	1 July 2020 to 30 June 2021
12 Months	1 July 2021 to 30 June 2022

The report also considers and recommends the appointment of a panel of tenderers for the Schedule of Rates component of Contract No. 2357 to engage the services over a two year period, with two (2) x one (1) year optional extensions in consideration of performance thereafter as below:

- tree removal and pruning;
- stump grinding;
- pest management (Elm Leaf Beetle);
- tree root management (root barriers);
- tree report writing/inspections;
- after hours; and
- disposal of mulch.

Contract No. 2357 will be for the following periods:

Contact Period	Dates
24 Months	1 July 2018 to 30 June 2020
12 Months	1 July 2020 to 30 June 2021
12 Months	1 July 2021 to 30 June 2022

2.1.1 Lump Sum Component

The Lump Sum component is commonly referred to as Council's Proactive Zone Pruning Program. The program ensures that all trees under power lines are inspected on an annual basis and that street trees are pruned on a two yearly cycle to ensure that Council is compliant with Electrical Safety (Line Clearance) Regulations (2015) and Council's Road Management Plan.

General Conditions of Contract No. 2357 require the tenderer to:

- audit each zone before undertaking tree works with the purpose to identify trees which may require pruning or removal and to provide this information to Council prior to the commencement of works;
- prune Council trees a set distance (as outlined in the Electrical Safety Regulations (2015) away from the relevant power authority power lines in designated streets in Knox;
- prune trees in accord with height clearance distances described in Council's Road Management Plan, for example clearances over roads, footpaths and driveways;

- perform general tree maintenance pruning such as the removal of deadwood, suckering growth, structurally weak branches, crossing limbs, broken/cracked limbs and hanging branches;
- perform pruning which will improve the structure of the tree such as formative pruning and the suppression of co-dominant stems;
- perform where practicable, that all trees are to be pruned in accord with the Australian Standard – Pruning of Amenity Trees (AS 4373 2007); and
- to provide a year round afterhours tree service to Council between the hours of 4pm and 7am including public holidays and weekends.

2.1.2 Schedule of Rates Component

The Schedule of Rates component applies to all Council owned or managed trees within the municipality. Services include reactive tree pruning, reactive tree removal, tree stump removal, pest control (Elm Leaf Beetle), tree root control, and tree report writing. These works are often seasonal and levels of service will vary depending on seasonal growth and unforeseen circumstances such as storm events.

Below are a list of all the services covered in this component and an explanation as to what is required by the tenderer:

- Tree Pruning and Removal

The Tenderer must remove or prune any tree nominated by Council officers. The Tenderer will be paid in accordance with the Schedule of Rates – Tree Removal and Pruning for the performance of this work.

- Stump Removal

The Tenderer must grind any stump nominated by Council officers. All contractors undertaking removal works must remove stumps within 4 weeks unless otherwise directed by Council. The Tenderer will be paid in accordance with the Schedule of Rates – Stump Grinding for the performance of this work.

- Pest Management

The tenderer must treat Elm trees as directed by Council officers. The treatment applied to each tree shall be nominated by the Project Officer – Trees. The tenderer will be paid in accordance with the Schedule of Rates – Elm Leaf Beetle/Pest Treatment for the performance of this work.

- Root Management

The tenderer shall selectively prune tree roots or install tree root barriers as directed by Council officers. The tenderer will be paid in accordance with the Schedule of Rates – Tree Root Control for the performance of this work.

- Tree Reports/Inspections

The tenderer shall undertake tree reports/inspections as directed by Council officers. Tree reports may vary from single trees through to many trees including whole reserves. The tenderer will be paid in accordance with the Schedule of Rates – Tree Reports for the performance of this work.

- After Hours

The tenderer successfully awarded the Lump Sum contract is obliged to have a crew that is available to attend afterhours works between the hours of 4pm and 7am including public holidays and weekends. This crew is to have a designated direct phone number for afterhours contact. The tenderer is expected to attend any tree related issues within an hour of the initial call for assistance.

The tenderer shall prune/remove trees to an acceptable level of risk as directed by Council officers. The tenderer will be paid in accordance with the Schedule of Rates – After Hours for the performance of this work.

Note: Tenderers delivering Schedule of Rates tree pruning services will also be able to respond to requests dependent on their availability and charge as per their Schedule of Rates for afterhours.

- Disposal of Mulch

In general, tree mulch is to be provided to the Knox City Council. However, the tenderer should allow for dumping of mulch generated from Knox tree works anywhere within the municipality during the course of work at no additional cost.

In the event that Council is unable to accept mulch, the tenderer will be paid in accordance with the Schedule of Rates – Disposal of Mulch per truck load. The tenderer must not dump or dispose of any mulch debris illegally.

2.2 Tenders

An invitation to tender notice was placed in *The Age* and the *Leader Group* of newspapers, commencing 4 April 2018, and concluding on 2 May 2018. At the time of closing, a total of 14 tenders were received.

2.3 Tenders Received

2.3.1 Lump Sum

The following parties tendered for the Lump Sum (Proactive Zone Pruning) component of Contract No. 2357:

1. Active Tree Services Pty Ltd
2. Batt Brothers Pty Ltd
3. Citywide Service Solutions Pty Ltd
4. Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
5. R & J Stewart Pty Ltd

2.3.2 Schedule of rates

The following parties tendered for the reactive (Schedule of Rates) component:

1. Active Tree Services Pty Ltd
2. Arbor Co Pty Ltd
3. Arbor Spray Pty Ltd
4. Asplundh
5. Batt Brothers Pty Ltd
6. Citywide Service Solutions Pty Ltd
7. Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
8. ENSPEC Pty Ltd
9. Greenscape Tree Consulting Pty Ltd
10. Herbamac Pty Ltd
11. Heritage Trees Pty Ltd
12. Just Roots Pty Ltd
13. R & J Stewart Travel Tower Hire Pty Ltd
14. Roger Greenwood Consulting

2.3.3 Evaluation Panel

The Tender Evaluation Panel consisted of the following members:

Name	Title	Organisational Unit
Lara Wilson	Acting Project Officer Trees	Active Open Space
Ryan Ferguson	Acting Capital Project Delivery Officer Arborist	Active Open Space
Peter Carlos	Acting Coordinator Active Open Space	Active Open Space
Kai Yap	Executive Engineer	Operations

Assisting the panel with matters of probity was Michele Colman – Acting Procurement Lead – Business and financial services.

All members of the panel signed the tender evaluation panel declaration form indicating that they had no conflict of interest or association with any tenderers.

2.3.4 Evaluation Criteria

The evaluation criteria, as listed in the Conditions of Tender, were assigned the following weightings:

1. Project Delivery	30%
2. Price	30%
3. Relevant experience, past performance	20%
4. Equipment and human resources	10%
5. Quality Management	10%
TOTAL	100%

2.4 Tender Evaluation Results

As noted, there are two components to Contract No. 2357. The first component is the Lump Sum component, which relates to programmed tree inspection and maintenance. The second component (Schedule of Rates) addresses reactive tree works arising from customer requests, internal asset inspection cycles and in house programs.

Outcomes of the evaluation for Contract No. 2357 are presented in the confidential attachment.

2.4.1 Lump Sum Component

This component relates to delivery of programmed tree inspections and maintenance works in accordance with Electrical Line Clearance Regulations (2015) and Council's Road Management Plan. The works are delivered under a Lump Sum payment arrangement and completed over a two year (2) period.

Type of Works	Recommended Tenderer
Lump sum tender	Active Tree Services Pty Ltd
Proactive zone pruning component to comply with Electrical Safety (Line Clearance 2015) and Council's Road Management Plan	

Active Tree Services Pty Ltd are known to Council and are a current provider of schedule of rate works under Contract No. 2188. Works are being delivered at a high standard. Active Tree Services Pty Ltd have 30 plus years of experience in delivering urban tree works in Victoria as well as other states. They have a number of large current arboriculture contracts with local councils and are performing to a satisfactory level according to referee checks.

2.4.2 Schedule of Rates Components

Type of Works	Recommended Tenderer
Tree Pruning & Removal	R&J Stewart Travel Tower Hire Pty Ltd Citywide Service Solutions Pty Ltd Active Tree Services Pty Ltd Batt Brothers Pty Ltd Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
Tree Stump Removal <i>*the majority of works are associated with tree removal undertaken by the Lump Sum and reactive tree removal service providers</i>	Herbamac Pty Ltd R&J Stewart Travel Tower Hire Pty Ltd Citywide Service Solutions Pty Ltd Active Tree Services Pty Ltd Batt Brothers Pty Ltd Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
Pest Control (Elm Leaf Beetle)	Arborspray Pty Ltd
Tree Root Control	Just Roots Pty Ltd
Tree Report Writing/Inspections	ENSPEC Pty Ltd
Afterhours <i>*Is mandatory for the Lump Sum service provider</i>	Active Tree Services Pty Ltd R&J Stewart Travel Tower Hire Pty Ltd Citywide Service Solutions Pty Ltd Batt Brothers Pty Ltd Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)
Disposal of Mulch	Active Tree Services Pty Ltd R&J Stewart Travel Tower Hire Pty Ltd Citywide Service Solutions Pty Ltd Batt Brothers Pty Ltd Falbury Pty Ltd as trustee for the KJ Wallace Discretionary Trust trading as ETS Vegetation Management (ETS)

2.4.2.1 Tree Pruning and Removal

R&J Stewart Travel Tower Pty Ltd are a local business that have a long relationship with Council. They have carried out extensive tree services for a number of years and whilst not considered for the Lump Sum component due to a non-conforming tender, they are highly valued for their reactive services.

Active Tree Services Pty Ltd have been performing Schedule of Rates reactive tree works for Knox Council. Their performance has been of a high standard, and with the Lump Sum tender, will be more available for reactive works. They also have a number of large arboriculture contracts with neighbouring councils and are performing to a satisfactory level according to referee checks.

Citywide Service Solutions Pty Ltd are the incumbent contractor with Council and have delivered the service to a high standard in both the Lump Sum and Schedule of Rates components of the contract. They also have a number of large arboriculture contracts with neighbouring councils and are performing to a satisfactory level according to referee checks.

Batt Brothers Pty Ltd are based in the Gippsland region where they are highly considered by referees. They currently own land in Thomastown and are looking for land in Bayswater where they will hope to acquire local government contracts in the Melbourne areas. A family run company, their fleet and resources are impressive and should be in a more competitive space should they successfully relocate resources to Bayswater.

ETS are a large organisation with contracts in Victoria and New South Wales. Referee checks indicate that they are a professional well-equipped company delivering acceptable standards of work. ETS Pty Ltd were not successful for Lump Sum works, but are available for the Schedule of Rates components.

2.4.2.2 Stumps

The majority of stump removal works will be undertaken by Lump Sum and reactive tree removal service providers (see above), however, Council may require further stump grinding services for capital works and reactive works.

Herbamac Pty Ltd are currently engaged by Council performing ground maintenance activities. They have recently acquired Munch a Stump Pty Ltd, the incumbent preferred provider for stump grinding services. They have been under the supervision and guidance of Munch a Stump for the past 6 months and have performed to a satisfactory standard and can be utilised for any stumps not covered under the new contract arrangements.

2.4.2.3 Pest Management

Arborspray Pty Ltd are the incumbent contractor with Council and have delivered the service to a high standard in the Schedule of Rates components of the contract.

2.4.2.4 Root Management

Just Roots Pty Ltd are the incumbent contractor with Council and have delivered the service to a high standard in the Schedule of Rates components of the contract.

2.4.2.5 Tree Reports/Inspections

ENSPEC Pty Ltd are the incumbent contractor with Council and have delivered the service to a high standard in the Schedule of Rates components of the contract. They also have contracts with other Councils and are highly regarded in the arboriculture community.

2.4.2.6 Afterhours and Mulch Removal

These works are associated with the Lump Sum and reactive tree pruning and removal elements of Contract No. 2357 and were considered as part of tender evaluation for these components.

3. CONSULTATION

Consultation has occurred with stakeholders during the phases of tender preparation and advertising. Consultation has also occurred with the current project officers and the wider Parks management team during the evaluation phase to ensure a successful tendering process was achieved.

4. ENVIRONMENTAL/AMENITY ISSUES

Council currently manages approximately 66,000 street trees and 780 hectares of treed open space, which encapsulate the leafy green image of Knox. Electrical Line Clearance Regulations (2015) and Council's Road Management Plan require that all trees are managed to maintain specified clearances from infrastructure such as power lines, roads, footpath signage and lighting.

These works will benefit both the amenity and environmental components of Council's tree population through best practice management. Works within sites of biological significance are directed and overseen by Council's Bushland Management team and trees removals are off-set by Council's Street Tree Renewal and Infill Planting programs.

5. FINANCIAL & ECONOMIC IMPLICATIONS

Lump sum works are within the projected budget forecast for 2019/20. A savings of \$47,889.67 is anticipated for Lump Sum works over the initial contract term (July 1st 2018-June 30 2020).

Further projected savings of approximately \$40,000 per year from the reactive tree budget are also anticipated, given that 47% of stump removal works are now included in the Lump Sum cost.

Reactive works are estimated to cost \$1,300,000 per year. This is however likely to vary year by year given the influence of climatic conditions on works. Over the full contract term, these works are estimated to cost approximately \$5,200,000.

Over the life of the contract the full cost is estimated at \$9,200,000 for proactive and reactive works. Given the unstable nature of reactive works and the anticipated cost increase for proactive and reactive works due to the inclusion of stump removal in the works, a round figure of \$10,000,000 will provide a safety net for the program over the life of the contract.

This accords with the budget provision.

6. SOCIAL IMPLICATIONS

Studies have shown that trees have a positive impact on physical and mental health and improve social cohesion. Trees also benefit the population from an aesthetic, symbolic, and sensory perspective, providing the following benefits:

- By providing shade and cooling the air through transpiration, trees make our streets and homes cooler and help to combat the urban heat island effect, absorbing less heat than the built structures around them.
- The shade provided by trees reduces sun exposure and heat related illness.
- Trees reduce storm water flows and nutrient runoff that would otherwise end up in our waterways. Tree canopies absorb the impact of heavy rainfall and tree roots clean ground water, reducing the nitrogen, phosphorous and heavy metal content in our waterways.
- Trees clean the air, reducing pollutants through the process of photosynthesis, where harmful chemicals such as carbon dioxide, ozone and other greenhouse gasses are removed from the air and oxygen is released.

By reducing the need for air conditioning in warmer months, greenhouse gas emissions are further reduced by trees whilst cost of living is decreased.

- Street trees add natural character to our streets and create a sense of privacy and place, increasing aesthetic appeal and property values.
- Trees provide food, habitat and homes to a wide range of animals and indigenous trees are of particular benefit to local fauna.
- Street trees provide vital habitat corridors that allow animals to safely travel through our busy streets, keeping them safe from traffic and predators.

7. RELEVANCE TO KNOX COMMUNITY AND COUNCIL PLAN 2017-2021

Goal 1.

We value our natural and built environment.

Strategy 1.1 Protect and enhance our natural environment.

Strategy 1.2 Create a greener city with more large trees, indigenous flora and fauna.

Goal 6.

We are healthy, happy and well.

Strategy 6.2 Support the community to enable positive physical and mental health.

8. CONFLICT OF INTEREST

Under section 80c of the Local Government Act 1989 officers providing advice to Council must disclose any interests, including the type of interest.

Officer Responsible – Ian Bell, Director – Engineering & Infrastructure – In providing this advice as the Officer Responsible, I have no disclosable interests in this report.

Author – Peter Carlos, Acting Coordinator – Active Open Space – In providing this advice as the Author, I have no disclosable interests in this report.

Author – Lara Wilson, Acting Project Officer – Trees – In providing this advice as the Author, I have no disclosable interests in this report.

9. CONCLUSION

Following the tender evaluation process, Active Tree Services Pty Ltd achieved the highest evaluation rating to deliver the Lump Sum component of Contract No. 2357 – Pruning of Trees and General Arboricultural Services.

It is recommended that the tender submitted by Active Tree Services Pty Ltd for the Price of \$1,687,390.38 including GST (\$1,533,903.78 ex. GST) be accepted for Contract No. 2357 – Pruning and General Arboricultural Services.

Following the tender evaluation process, the following tenderers achieved the highest evaluation rating to deliver the reactive components Lump Sum component of Contract No. 2357 – pruning of trees and it is recommended that Council accept their Schedule of Rates for the following services:

Tree Pruning & Removal

R&J Stewart Travel Tower Hire Pty Ltd
Citywide Service Solutions Pty Ltd

Active Tree Services Pty Ltd
 Batt Brothers Pty Ltd
 ETS

Tree Stump Grinding

**the majority of works are associated with tree removal undertaken by the Lump Sum and reactive tree removal service providers.*

Herbamac Pty Ltd
 R&J Stewart Travel Tower Hire Pty Ltd
 Citywide Service Solutions Pty Ltd
 Active Tree Services Pty Ltd
 Batt Brothers Pty Ltd
 ETS

Pest Control (Elm Leaf Beetle)

Arborspray Pty Ltd

Tree Root Control

Just Roots Pty Ltd

Report Writing/Inspections

ENSPEC Pty Ltd

Afterhours

**is mandatory for Lump Sum service provider.*

Active Tree Services Pty Ltd
 R&J Stewart Travel Tower Hire Pty Ltd
 Citywide Service Solutions Pty Ltd
 Batt Brothers Pty Ltd
 ETS

Each company selected is adequately resourced and available to successfully undertake this contract within the constraints of quality and cost as detailed in the contract documentation.

10. CONFIDENTIALITY

The Procurement Report, including the tendered prices, evaluation matrix and completed Panel Evaluation Form is provided separately to this report.

Report Prepared By: *Peter Carlos – Acting Coordinator – Active Open Space*

Lara Wilson – Acting Project Officer – Trees

Report Authorised By: *Director – Engineering & Infrastructure (Ian Bell)*

13.2 CONTRACT NO. 2357 – PRUNING AND GENERAL ARBORICULTURAL SERVICES

Confidential Appendices B and C have been circulated under separate cover