

TOWN OF COTTESLOE



FULL COUNCIL MEETING

MINUTES

**ORDINARY MEETING OF COUNCIL,
HELD IN THE COUNCIL CHAMBERS,
COTTESLOE CIVIC CENTRE,
7.00 PM, MONDAY, 22 MARCH, 2004**

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1 DECLARATION OF MEETING OPENING/ANNOUNCEMENT OF VISITORS

The Mayor announced the meeting opened at 7.00 pm.

2 RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE (PREVIOUSLY APPROVED)**Elected Members In Attendance**

Mayor Rowell (Chairperson)
Cr D Cunningham
Cr A Furlong
Cr P Jeanes
Cr B Miller
Cr K Morgan
Cr V Strzina
Cr J Utting
Cr J Walsh

Officers in Attendance

Mr S Tindale	Chief Executive Officer
Mr G Trigg	Manager Engineering Services
Mr S Sullivan	Manager Development Services
Mr A Lamb	Manager Corporate Services
Mrs J Peers	Executive Assistant

Apologies

Cr A Sheppard

Leave of Absence (previously approved)

Cr W Robertson

3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

4 PUBLIC QUESTION TIME

Mrs S Woodhill, 23A Grant Street – Proposed Traffic Lights at Intersection of Grant Street and Curtin Avenue

Mrs Woodhill asked whether the matter of traffic lights will be discussed this evening?

The Chief Executive Officer advised that the Manager of Engineering Services will prepare an agenda item for the April meeting of Council.

Mrs V Frearson-Lane, 65 John Street – Cottesloe Beach Hotel, Beachfront Objectives, Items 11.1.7 and 11.1.8 Heritage Council

Mrs Fearson-Lane asked what process was used in appointing the consultant for the beachfront development workshop? What are the consultant costs to date and the expected costs for the next 3 months and beyond?

The Mayor answered that the consultant was selected as he had a good knowledge of town planning schemes, along with knowledge of beachfront development and heritage. The consultant is also an experienced facilitator. The question relating to consultant costs was taken on notice.

Mrs Frearson-Lane asked how the meeting between Multiplex and Council came about, what was it about, were minutes taken and will they be made public?

The Mayor advised that it is common for developers or community members to hold meetings with Council prior to submitting a development application. Multiplex had previously indicated that they would be providing to Council a development application and/or town planning scheme amendment proposal, although this had not been forthcoming at the meeting. No agenda for the meeting was set. Minutes of the meeting were taken and will be made available to the public.

Mr J Davis, 91 Broome Street – Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr Davis said that membership has reduced significantly and he asked if any Councillors who were Sea View Golf Club members were able to indicate the total membership and number of full or midweek members?

The Mayor ruled the question out of order.

Mr Davis complimented the Sea View Golf Club President on the introduction of an environmental levy. What is the golf club planning to spend the levy money on?

The Mayor ruled the question out of order.

Mr R Punch, 7/22 John Street – Beachfront Development

Mr Punch asked when an open forum will be held for the community rather than the current fragmented process?

The Mayor answered that after the next community information session on Saturday 3 April there will be a six week public submission period. After that Councillors will consider the submissions and make a decision on whether further public consultation is required.

Mr C Wiggins, 50 John Street – Cottesloe Beach Hotel

Mr Wiggins asked if there is any factual basis for Multiplex to lodge an appeal? Is there any rationale or any proposal being considered for a town planning scheme amendment before the development of Town Planning Scheme No. 3 and if so what is the reason for it and will public consultation be undertaken?

The Mayor advised that the normal public consultation process will be undertaken when considering amendments to the town planning scheme. Multiplex has indicated that they have a basis for an appeal in the event that Council refused a development application. No amendments have been put to Council at this stage.

Mr D Wilcox, 54 Broome Street – Town Planning Scheme

Mr Wilcox congratulated the Council on the public meeting held to discuss the town planning scheme. He noted his surprise that Forrest Street is being designated as the preferred access way from Stirling Highway to the beach. Does this mean the permanent closure of Jarrad Street? Has Council decided to upgrade Forrest Street? Has consideration been given to the difficulties at the Curtin Avenue intersection? The eventual costs to the Town of Cottesloe need to be considered. With these discussions it would be most unwise to consider a 21 year lease term for Sea View Golf Course.

The Mayor answered that a number of possibilities had been considered with respect to the railway being sunk and looking at Jarrad Street's density of traffic at different times of the day. No decisions had been made by Council, rather that Council was awaiting feedback on the possibilities through the public submission process.

Ms M Ewing, 11 Rosser Street – Town Planning Scheme

Ms Ewing said that at the recent public meeting it was suggested that the draft Town Planning Scheme No. 3 put together by the previous Council be published on the website for the public to compare with the current proposed Town Planning Scheme No. 3. Ms Ewing asked whether Council would be asked tonight to approve the publication of the previous draft Town Planning Scheme No. 3?

The Mayor answered that the previous Town Planning Scheme No. 3 is almost a replica of the Town Planning Scheme No. 2. Current amendments to Town Planning Scheme No. 3 have been made on the scheme map. The Mayor confirmed that the previous versions of Town Planning Scheme No. 2 and 3 along with any variations and the current proposed scheme map could be published on the website.

Cr Morgan stated his concerns over the confidentiality of the draft Town Planning Scheme. Is it appropriate to publish previous drafts of the Town Planning Scheme?

The Chief Executive Officer noted changes to densities in Town Planning Scheme No. 3 and was unsure whether it is appropriate to provide this information to the public at this early stage.

The Manager Development Services said that the normal process is not to publish a town planning scheme whilst in progress, as it could cause confusion. The amended scheme is to be considered by the WA Planning Commission prior to being made public and they may alter the scheme as well.

Ms Ewing said that the draft Town Planning Scheme No. 3 was begun many years ago with public input. Is the current draft scheme a brand new draft that Council has put together with consultants with no input from the community?

The Mayor encouraged Ms Ewing to attend the public information session on Saturday, 3 April if she was seeking an opportunity to provide input.

5 APPLICATIONS FOR LEAVE OF ABSENCE

Moved Cr Morgan, seconded Cr Cunningham

That Cr Sheppard's request for a leave of absence for the March and April round of meetings be granted.

Carried 9/0

6 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

Moved Cr Furlong, seconded Cr Cunningham

The Minutes of the Ordinary Meeting of Council held on Monday, 23 February, 2004 be confirmed.

Carried 9/0

7 ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

7.1 WESROC Meeting – Monday, 22 March, 2004

Discussions are continuing on a proposal to amalgamate Council depots.

7.2 Bus Services

A study is being undertaken on bus service requirements of aged person's in the Western Suburbs.

7.3 Shark Siting

A shark was sited off Cottesloe Beach on Sunday, 21 March. The extension of the beach patrols was questioned, however it was noted that once the sea breeze is in the planes are unable to spot the sharks.

7.4 WA Planning Commission – Coastal Management Committee

The Mayor has spoken with the Chief Executive Officer of the WA Planning Commission in relation to the newly formed Coastal Management Committee (CMC). The CMC has overarching control of Councils' coastal development decisions. The CMC supports greater densities in Scarborough and Cottesloe. Strong decisions need to be made by the Town of Cottesloe before the CMC makes decisions for the town.

8 PUBLIC STATEMENT TIMEMr G Holman, 1 Rosser Street – Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr Holman spoke in support of the maximum lease term for the Sea View Golf Club. He enjoys the presence of the golf club and would like to ensure it is there for his grandchildren. Golf courses throughout WA are struggling financially. A short term lease would make it more difficult for the Sea View Golf Club financially. Mr Holman asked the Councillors to consider these issues when making their decision.

Ms M Ewing, 11 Rosser Street – Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Ms Ewing questioned the need for a golf club in the Town of Cottesloe, she doesn't see the advantage of drinking and gambling facilities offered at the Sea View Golf Club. The community should be provided with the opportunity to develop alternative plans for the reserve.

Mrs H Hood, 7 Pearse Street - Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mrs Hood spoke in support of a 21 year lease term. The Sea View Golf Club is a unique and priceless asset of Cottesloe and has heritage listing recognition. Mrs Hood lives opposite the golf course and appreciates its appearance. The clubroom facilities are available for public functions. The public submission period indicated a high percentage of support for the golf club.

Mr D Palandri, 4A Salvado Street - Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr Palandri noted his concern about public safety provisions and the proposed management plan which provides for "appropriate measures" to be undertaken. Mr Palandri suggested that the appropriate measures and how they are to be undertaken need to be stated clearly in the management plan.

Mr G Boland, 70 Napier Street - Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr Boland advised that he provided a submission to Council, with a copy to the Post Newspaper. The submission puts forward alternative uses for the land, including a new council administration building and depot.

Mr Boland also stated that at the public information session the consultant referred to the need for a through road from Stirling Highway to the beach and the redevelopment of Forrest Street is suggested. Council is ignoring Jarrad Street, which is perfect for this purpose. Council needs to plan roads, land use, environmental aspects and financial aspects and wisely consider the renewal of the Sea View Golf Club lease.

The Mayor replied that in June 2002 the Council committed in principle to the Sea View Golf Club occupying the land. New council offices are not a priority.

As mentioned earlier, WESROC is currently discussing the amalgamation of depots. The sale of the depot site is not being considered. Jarrad Street will not be closed permanently if the advice of the WA Planning Commission is to prevail. The Mayor thanked Mr Boland for his comments.

Mr M O'Connor, 46 Forrest Street - Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr O'Connor stated that 21 years is the maximum term allowable when the land is an "A" Class Reserve. The actual term can vary from a minimum of 3-5 years and a maximum of 10-15 years and this can be subject to negotiation. He does not understand how it can be said that it is necessary to have a 21 year lease for financial stability, when previous leases have been for 15 years.

In relation to the possibility of highrise development on the land if the golf club is not there, so far the 15 year leases have stopped this possibility. There are parklands in other Council areas that are not golf courses or highrise development.

Mr P Robinson, 254 Marmion Street - Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr Robinson spoke as President of the Sea View Golf Club. The membership numbers have reduced due to uncertainty of the lease. Ratepayers have voted consistently in favour of the golf club. Council is supporting the tennis club and should support all community clubs.

Mr Robinson stated his concerns about an imposed management plan. The management plan must deliver certainty and consistency to both parties. It should include an arbitration clause. The management plan is currently being developed. Mr Robinson noted that that other clubs are not required to develop a management plan.

Mr Robinson confirmed that the golf club is environmentally conscious and many public safety measures have been undertaken to date.

Mr D Bibby, 5 Rosser Street - Item 12.1.2 Sea View Golf Club Lease – Public Submissions

Mr Bibby feels that Council is proceeding with the lease without considering the important matters. Councillors have not discussed all of the matters raised in the public submissions. Mr Bibby questioned the low rates and no rent. As the management plan is a prerequisite for signing the lease it should have been tabled by now. The golf club's financial statements and strategic plan have not been considered. It needs to be ensured that the golf club can service a loan. The clubhouse has been allowed to deteriorate with money only being spent on the fairways and greens. Mr Bibby understands that the first draft lease was for a term of 11 years with 5 year rolling options.

The Mayor requested Mr Bibby to provide his questions and comments to the Council, in writing.

Mr J Hammond, 36 Railway Street – Meetings with Multiplex

Mr Hammond understands that the meetings between Council and Multiplex have not been minuted and made public. It is a requirement of the Local Government Act that they must be recorded. If this has not been done then the Council is in breach of the Act.

The Chief Executive Officer replied that he has taken advice from the Department of Local Government on the matter. There is nothing in the Act that stops people from meeting for “briefing” purposes. The intention of the Act is to stop decisions being made behind closed doors and as no decisions had been made it was therefore not an issue. Notes of the most recent meeting with Multiplex have been taken and the Mayor has indicated that the notes will be made publicly available.

Mr S Birmingham, 25 Kildare Road, Floreat – Beachfront Development

Mr Birmingham stated that at the public information session the community supported the retention of 12.5 metres, he asked where the Council stood on this.

Mr Birmingham is concerned with statements on the website, for example the sustainable development program, the Cottesloe News articles and requests for public comment, and the Town of Cottesloe mission statement. Does the Town of Cottesloe endorse the information on the website?

Mr Birmingham provided a statement detailing the facts of undertaking negotiations. He said that the Town of Cottesloe currently has more bargaining power than Multiplex. The Council represents the community and as it negotiates on their behalf it should therefore seek input from the public.

The Mayor replied that Multiplex have asked what height Council thinks is appropriate, however Council have not disclosed any information to Multiplex and will also not disclose any information at this meeting. Private meetings on various local government issues are held all the time.

Mr C Wiggins, 50 John Street – Town Planning Scheme

Mr Wiggins stated that previous public workshops were held and formed the basis of the draft Town Planning Scheme No. 3 of the previous Council, now that draft is being completely re-drafted.

The Mayor advised that the wording within the new draft Town Planning Scheme No. 3 has not been changed. Currently discussions are being held on the scheme map, to ensure the community understands the scheme map and are provided the opportunity to comment.

Mr Wiggins stated that the people who attended the recent public information session had no prior knowledge of what the meeting was about. There was very little opportunity after the briefing for public comment.

The Mayor advised that a question and answer sheet was provided to attendees of the briefing for the provision of public comment.

Mr Wiggins said that more workshops and information is required to be given to the public on the precinct proposals.

9 PETITIONS/DEPUTATIONS/PRESENTATIONS

Cr Walsh indicated he received a deputation from a north ward constituent expressing disappointment regarding the Council's handling of the North Street roundabout sculpture proposal from the City of Nedlands.

10 REPORTS OF COMMITTEES AND OFFICERS**11 DEVELOPMENT SERVICES COMMITTEE MEETING HELD ON 15 MARCH 2004****11.1 PLANNING****11.1.1 NO 265 CURTIN (LOT 1) STREET - CARPORT IN THE FRONT SETBACK AREA AND A FRONT SCREEN WALL**

File No: 265 Curtin Ave
Author: Ms L Palermo
Author Disclosure of Interest: Nil
Attachments: Location plan
Correspondence from owner
Correspondence from neighbours
Plans
Report Date: 8 March, 2004
Senior Officer: Mr S Sullivan

Property Owner: Dianne Wainwright

Applicant: Riverstone Construction
Date of Application: 28 January, 2004

Zoning: Residential
Use: P - A use that is permitted under this Scheme
Density: R20
Lot Area: 607m²
M.R.S. Reservation: N/A

SUMMARY

Council is in receipt of an application for a double carport within the front setback area and a front screen wall.

Given the assessment that has been undertaken, the recommendation is to Approve the Application subject to conditions.

STATUTORY ENVIRONMENT

N/A.

POLICY IMPLICATIONS

- Garages and Carports in the Front Setback Area Policy No 003

HERITAGE LISTING

- State Register of Heritage Places N/A
 - TPS No 2 N/A
 - Town Planning Scheme Policy No 12 N/A
-

- Draft Heritage Strategy Report N/A
- Municipal Inventory N/A
- National Trust N/A

APPLICATION ASSESSMENT

AREAS OF NON-COMPLIANCE

Town of Cottesloe Town Planning Scheme No 2 - Text

Clause	Required	Provided
N/A	N/A	N/A

Town Planning Scheme Policy/Policies

Policy	Required	Provided
003 – Garages and Carports In Front Setback Area	6.0m	1.5 – 3.4

Residential Design Codes

Design Element	Acceptable Standards	Provided	Performance Criteria Clause
No 2 – Streetscape	Within street setback provided the width of carport is less than 50% and it allows unobstructed view to the house.	1.5 – 3.4	Clause 3.2.3 – P3

STRATEGIC IMPLICATIONS

N/A

FINANCIAL IMPLICATIONS

N/A

CONSULTATION

REFERRAL

Internal

- Building
- Engineering

External

N/A.

ADVERTISING OF PROPOSAL

The Application was advertised as per Town of Cottesloe Town Planning Scheme No 2 and Residential Design Codes.

The advertising consisted of:

- The plans of the proposed carport were shown to the adjoining property owners.

Submissions

There was 1 submission received, which was in support of the proposal. The proposed plans were also signed by the other adjoining neighbours expressing no objection.

BACKGROUND

Council received letters from the adjoining property owners to the north and south expressing no objections to the proposal.

The applicant stated that the following were the reasons for the application for a double carport, front screen wall and the crossover widening:

- The proposed front boundary 2.0 m high screen wall will act as a noise buffer as well providing a private courtyard;
- The wall will be setback approximately 0.6m off the boundary to facilitate the planting of green screening;
- The carport is needed to provide safe on site parking for the applicant's three teenage children;
- Currently the vehicles are parked on the Council's verge, which is not safe and makes it difficult to keep the verge maintained;
- There is insufficient space for parking of vehicles even on the verge as the neighbours also use it.
- It is proposed to widen the existing crossover to alleviate current parking problems;
- The existing crossover is too narrow to facilitate safe reversing and turning to enable front entry to Curtin Ave;
- There is also a light pole alongside the crossover;
- The neighbours were consulted and they expressed their support for the application

Council granted an approval for a double garage to be constructed at the rear of the subject property with the vehicle access from the ROW.

STAFF COMMENT

The applicant is seeking a planning approval for a double carport within the front setback and a solid front screen wall. The proposed carport will be assessed in accordance with the Council's Policy 003 – "Carports and Garages in Front Setback Area" and the requirements of the Residential Design Codes (RDC). The proposed front screen wall will be assessed in accordance with the Council's front fencing local law and the relevant provisions of the RDC.

Proposed Double Carport

The proposed carport would be setback 1.5 – 3.4m from the front boundary. The property is zoned Residential - R20. The Residential Design Codes specify a 6.0m front setback requirement for R20 density, which also allows averaging.

Council's October 2002 resolution which stated that:

"When assessing applications for Development Approval, Council will:

- (a) generally insist on:*
 - (i) A 6.0m setback for residential development in the District, which does not include averaging"*

Council has consistently sought conformity with a 6.0m setback with no averaging.

The Town of Cottesloe Policy No. 3 - Garages & Carports In Front Setback Area states that all parking structures should generally be setback 6.0m from the street frontage.

However Council may permit a variation in certain circumstances if the following criteria outlined in Policy No. 3 are met:

"The materials of construction, design and appearance of a carport or garage erected within the front setback area shall be in character with the residence upon the site and be in harmony with the surrounding streetscape.

Further, the location of the building:

- (a) shall not significantly affect view lines of adjacent properties,*
- (b) shall maintain adequate manoeuvre space for the safe ingress and egress of motor vehicles.*

In consideration of variations to setback, Council shall also have regard to:

- (a) the objectives set out in the Residential Codes;*
- (b) the effect of such variation on the amenity of any adjoining lot;*
- (c) the existing and potential future use and development of any adjoining lots; and*
- (d) existing setbacks from the street alignment in the immediate locality, in the case of the setback from the principal street alignment."*

The above criteria will be used as heads of consideration.

Materials, design and appearance be in harmony with the existing residence

The applicant specified that the proposed carport would have a tiled roof to match the existing roof of the house. The colours and materials were not specified. Council may impose a condition to require that the colour scheme of the carport be similar to that of the existing residence.

The proposed construction shall not significantly affect view lines of adjacent properties.

The proposed carport is an open type structure on the southern and eastern side. On the northern side the carport is proposed to be enclosed as it adjoins the proposed front courtyard screen wall. The proposed structure does not comply with the definition of a carport in the RDC, due to the structure having a solid wall on one of the sides.

However the proposed solid front screen wall would affect the view lines of the neighbouring properties. The adjoining property owners signed the letters expressing no objections to the application.

Manoeuvring space for the safe ingress and egress of motor vehicles

The length (6.0 m) and width (5.6 m) of the proposed carport is in accordance with the requirements of the Clause 3.5.3 of the RDC – “Design of Parking Spaces”.

The applicant is proposing to remove a small size verge tree to facilitate the widening of the crossover in order to provide sufficient space for manoeuvring of vehicles. The comment received from Council’s Engineering Department stated that the tree on the verge is a healthy well established peppermint tree and its removal will not be supported. It was recommended by the Engineering Department that the crossover could be widened towards the northern boundary but it must be located 1.5m from the tree trunk.

The proposed solid front wall, which also adjoins the northern side of the carport would obstruct the view of the drivers exiting the carport onto the footpath. An open aspect fencing would be preferred.

The objectives set out in the Residential Codes in regards to front setbacks

The Acceptable development standards under the Clause 3.2.3 - “Setback of Garages and Carports” of the RDC states:

“Carports within the street setback area, provided that the width of carport does not exceed 50% of the frontage at the building line and the construction allows an unobstructed view between the dwelling and street, right-of-way or equivalent.”

The proposed carport complies with the above acceptable development standard as its width does not exceed 50% of the frontage and being on open structure it would allow an unobstructed view between the building and the street.

The effect of the proposed variation to the front setback on the amenity of the adjoining property.

The proposed reduced front setback would not affect the amenity of the adjoining properties. The view lines to the street of the adjoining properties would not be restricted due to the front boundary angle and the closer position of the adjoining residences to the front boundary. However the proposed solid front screen wall might create a negative affect on the adjoining properties due to the obstruction of views. The adjoining property owners signed the letters expressing no objection to the proposed development.

The proposed on site parking would improve the situation in the bcality as it would allow the vehicles to be parked within the property boundaries rather than on the verge. During the site inspection conducted by the Council’s planning officers, it was noted that the verge does not have any established grass cover, which is possibly due to the vehicles being continuously driven and parked on the verge.

The existing and potential future use and development of any adjoining lots.

The proposed reduced front setback to the carport would not affect the potential future development of the adjoining properties. It might create a precedent for the property owners in the locality applying for similar concessions in the future.

The existing front setbacks in the immediate locality

The existing residences on the adjoining properties have smaller front setbacks than the residence on the subject property. There are no parking structures located in the front setback on properties fronting Curtin Avenue between Florence and Hawkstone Street.

The adjoining property to the south 263 Curtin Ave has an existing solid front wall. Approval of the carport within the front setback on 265 Curtin Avenue might create a precedent for the property owners in the locality to apply for similar developments.

The properties fronting Curtin Avenue between Florence Street and Hawkstone Street have access to a ROW at the rear. Acceptable Standard A 4.1 under the Clause 3.5.4 of the RDC requires access to on-site parking to be provided from a ROW where available.

The owner of the subject property previously applied for a double garage with the access from the ROW at the rear, which was approved by Council in September 2003. If the current application for a double carport is also approved that would result in 4 covered parking bays on the single residential property, which is in excess of the required 2 covered bays under the RDC.

The proposed carport within the front setback does not comply with the Council's Policy 003, which requires all carports and garages to be located behind the building line. The proposal does not satisfy all of the criteria specified in the policy for assessment of proposed variations of the required front setbacks.

It is recommended that the proposed double carport be approved. It is considered that the amenity of the locality would be improved as the provision of additional required on-site parking would reduce the instances of vehicle parking on the street verge, which would improve the verge condition.

Proposed Front Screen Wall

The applicant is proposing to construct a solid front screen wall. The proposal is not in accordance with the Council's Fencing Local Law, which requires fences within the front setback to be of an open aspect.

The owner stated that the proposed solid front wall would improve privacy of the front courtyard and would also serve as a noise buffer for the residence.

A solid wall would not reduce the traffic noise as the noise can travel above the wall. It is stated in the explanatory text of the RDC that *"high, solid walls on the front boundary are undesirable as they disrupt the streetscape, destroy the setting of the building, and compromise security."*

Screening with dense vegetation could achieve reasonable privacy for the front courtyard. The front courtyard is not the only area available on the subject property for a private courtyard. There is sufficient area at the rear of the lot to accommodate a private outdoor living area.

The proposed high solid wall would not contribute to the desired streetscape and would create a precedent for similar development applications in the locality.

It is recommended that the proposed solid front screen wall not be approved and the applicant be required to comply with Council's Fencing Local Law.

CONCLUSION

The setback of the proposed carport complies with the acceptable Development Standard of the RDC. It is considered by the administration that the provision of additional designated on-site parking would improve the amenity of the street and reduce parking on the council verge.

It is recommended that the proposed carport in the front setback be approved subject to the applicant providing amended plans prior to the issue of the building licence showing the proposed carport being an open structure on all four sides.

It is recommended that the proposed solid front screen wall not be supported for the following reasons:

- The proposal does not comply with the Council's Fencing Local Law;
- The proposed solid wall would not contribute to the desired streetscape;
- If the application is approved it would create a precedent for similar development applications in the locality;
- The proposed solid wall would obstruct the view of the drivers exiting the proposed carport, which would create an unsafe situation for pedestrians;
- The proposed solid front wall would obstruct the view lines of the adjoining properties.

VOTING

Simple Majority

COMMITTEE COMMENT

Council resolved to delete condition 7 from the recommendation as a solid fence will not affect the amenity of the streetscape and will assist in reducing traffic noise to the residence.

OFFICER RECOMMENDATION

That Council GRANT its Approval to Commence Development for the double carport at No 265 Curtin (Lot 1) Street, Cottesloe in accordance with the plans submitted on 28 January, 2004, subject to the following conditions:

- (1) All construction work being carried out in accordance with the Environmental Protection (Noise) Regulations 1997, Regulation 13. - Construction sites.

- (2) Stormwater runoff from the driveway or any other paved portion of the site not being discharged onto the street reserve, right-of-way or adjoining properties and the gutters and downpipes used for the disposal of the stormwater runoff from roofed areas being included within the working drawings.
- (3) The external profile of the development as shown on the approved plans, not being changed whether by the addition of any service plant, fitting, fixture or otherwise, except with the written consent of Council.
- (4) The roof surface being treated to reduce glare if Council considers that the glare adversely affects the amenity of adjoining or nearby neighbours following completion of the development.
- (5) The applicant applying to the Town of Cottesloe for approval by the Manager, Engineering Services, to construct a new crossover, which is to be located no closer than 1.5m from the trunk of the tree on verge tree.
- (6) The applicant complying with the Town of Cottesloe – Policies and Procedures for the Street Trees, February 2000, where development requires the removal, replacement, protection or pruning of street trees for development.
- (7) Revised plans being submitted for approval by the Manager, Development Services, showing the front boundary fence to the site being modified to provide an “Open Aspect Fence” and the carport being an open structure on all sides.

11.1.1 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council GRANT its Approval to Commence Development for the double carport at No 265 Curtin (Lot 1) Street, Cottesloe in accordance with the plans submitted on 28 January, 2004, subject to the following conditions:

- (1) All construction work being carried out in accordance with the Environmental Protection (Noise) Regulations 1997, Regulation 13. - Construction sites.**
- (2) Stormwater runoff from the driveway or any other paved portion of the site not being discharged onto the street reserve, right-of-way or adjoining properties and the gutters and downpipes used for the disposal of the stormwater runoff from roofed areas being included within the working drawings.**
- (3) The external profile of the development as shown on the approved plans, not being changed whether by the addition of any service plant, fitting, fixture or otherwise, except with the written consent of Council.**
- (4) The roof surface being treated to reduce glare if Council considers that the glare adversely affects the amenity of adjoining or nearby neighbours following completion of the development.**
- (5) The applicant applying to the Town of Cottesloe for approval by the Manager, Engineering Services, to construct a new crossover, which is to be located no closer than 1.5m from the trunk of the tree on verge tree.**

- (6) The applicant complying with the Town of Cottesloe – Policies and Procedures for the Street Trees, February 2000, where development requires the removal, replacement, protection or pruning of street trees for development.

Carried 6/3

11.1.2 NO 26 (LOT 17) GRIVER STREET – TWO 2-STOREY SINGLE HOUSES

File No:	26 Griver Street
Author:	Ms L Palermo
Author Disclosure of Interest:	Nil
Attachments:	Location plan Correspondence from architect Submissions (2) Plans of 26A & 26B Griver Street
Report Date:	15 December, 2003
Senior Officer:	Mr S Sullivan
Property Owner:	N & W Kessissoglou
Applicant:	Cross Fishwick & Associates Designers
Date of Application:	15 December, 2003
Zoning:	Residential
Use:	P - A use that is permitted under this Scheme
Density:	R20
Lot Area:	961m²
M.R.S. Reservation:	N/A

SUMMARY

Council is in receipt of an application for two 2-storey single residences on 26 Griver Street.

Given the assessment that has been undertaken, the recommendation is to Approve the Application.

STATUTORY ENVIRONMENT

- Town of Cottesloe Town Planning Scheme No 2
- Residential Design Codes

POLICY IMPLICATIONS

N/A.

HERITAGE LISTING

- | | |
|-------------------------------------|-----|
| • State Register of Heritage Places | N/A |
| • TPS No 2 | N/A |
| • Town Planning Scheme Policy No 12 | N/A |
| • Draft Heritage Strategy Report | N/A |
| • Municipal Inventory | N/A |
| • National Trust | N/A |

APPLICATION ASSESSMENT

AREAS OF NON-COMPLIANCE

Town of Cottesloe Town Planning Scheme No 2 - Text

Clause	Required	Provided
N/A	N/A	N/A

Town Planning Scheme Policy/Policies

Policy	Required	Provided
N/A	N/A	N/A

Residential Design Codes

26A Griver Street

Design Element	Acceptable Standards	Provided	Performance Criteria Clause
No 3 – Boundary Setbacks	South Lower: Gallery, Dining, Entry, Garage – 1.5m	1.2 – 5.0	Clause 3.3.1 – P1
No 3 – Buildings on Boundaries	North Upper – 3.3m	Nil	Clause 3.3.2 – P2
No 3 – Buildings on Boundaries	North Lower – 1.5m	Nil	Clause 3.3.2 – P2
No 3 – Boundary Setbacks	South Upper: Bed 3, Void, Stairs, Void/Activity – 1.7m	1.2 – 2.8	Clause 3.3.1 – P1
No 3 – Boundary Setbacks	South Lower: Portico – 1.0	0.48	Clause 3.3.1 – P1

26 B Griver Street

Design Element	Acceptable Standards	Provided	Performance Criteria Clause
No 3 – Buildings on Boundaries	South Lower: - 1.5	Nil	Clause 3.3.2 – P2
No 3 – Boundary Setbacks	North Lower: Garage, Entry, Stairs, Dining -1.5m	1.2 – 3.1	Clause 3.3.1 – P1
No 3 – Boundary Setbacks	North Lower: Gallery, Living – 5.0m	2.0 – 5.0	Clause 3.3.1 – P1
No 3 – Boundary Setbacks	North Upper: Bed 3, Void, Stairs, Void/Activity – 1.7m	1.2 – 2.8	Clause 3.3.1 – P1
No 3 – Boundary Setbacks	North Upper: Bedroom 2, WIR – 7.0	4.4	Clause 3.3.1 – P1
No 3 – Buildings on Boundaries	South Upper – 3.3	Nil	Clause 3.3.2 – P2
No 3 – Boundary Setbacks	North Lower: Portico – 1.0	0.48	Clause 3.3.1 – P1

STRATEGIC IMPLICATIONS

N/A

FINANCIAL IMPLICATIONS

Nil

CONSULTATION

REFERRAL

Internal

- Building
- Engineering

External

N/A.

ADVERTISING OF PROPOSAL

The Application was advertised as per Town of Cottesloe Town Planning Scheme No 2 and Residential Design Codes.

The advertising consisted of:

- Letter to Adjoining Property Owners

Submissions

There were 8 letters sent out. There were 2 submissions received, of which 2 were objections. Details of the submissions received are set out below:

27 B Elizabeth Street

- There is an existing sewerage outflow pipe under the common boundary fence, any damage to it should be applicant's responsibility;
- The applicants are requested to consider retaining the large flame tree at the rear of the property.

25 Elizabeth Street

- The property is too small for the proposed development;
- R Codes require the site area of 500m²;
- Overlooking from the proposed Bedroom balconies into our back yard and into the rear rooms of our home;
- The height and width of the proposed buildings would create overshadowing of our property;
- The angle of the roof would create a reflection from the sun at certain times of the day, which would affect our kitchen, and 2 bedrooms;
- The proposal would devalue our property.

BACKGROUND

It was determined by the Planning Department that the proposal can be determined under the Delegated authority by the Manager Development Services. The item was entered on the Councillors Delegated Authority Notification List, which was circulated for one week.

At the request of the adjoining property owners, who attended the February Development Services Committee meeting, it was decided that the Development Application on 26 Griver Street should be called in to be dealt with at the March meetings.

STAFF COMMENT

Variation to the side boundary setbacks

The original application was submitted on 05/01/04. The applicant was advised that the proposed building on 26A Griver Street was determined to be over height. The applicant was also proposing fill on the property over 500mm. The cone of vision diagrams were shown incorrectly. The applicant was requested to submit amended plans, which were received by Council on 10th February.

Some of the side boundary setbacks of the proposed residences on 26A and 26B Griver Street do not comply with the acceptable development standards of the RDC and are required to be assessed under the relevant performance criteria.

The following variations to the side boundary setbacks are proposed:

26A Griver Street

Wall ID	Wall Name	Wall Height	Wall Length	Major Openings	Required Setback	Actual Setback
North Lower	Whole	3.5	36.0	No	1.5	Nil
South Lower	Gallery, Dining, Entry, Garage	3.4	36.0	Yes	1.5	1.2 - 5.0
North Upper	Whole	7.0	36.0	No	3.3	Nil
South Upper	Bedroom 3, Void, Stairs, Void/Activity	6.3	13.0	No	1.7	1.2 – 2.8
South Lower	Portico	2.4	2.2	No	1.0	0.48

26B Griver Street

Wall ID	Wall Name	Wall Height	Wall Length	Major Openings	Required Setback	Actual Setback
South Lower	Whole	2.8	36.0	No	1.5	Nil
North Lower	Garage, Entry, Stairs, Dining	3.5	19.0	No	1.5	1.2 – 3.1
North Lower	Gallery, Living	3.8	36.0	Yes	5.0	2.0 – 5.0
North Upper	Bedroom 3, Void, Void/Stairs, Void/Activity	6.5	13.0	No	1.7	1.2 – 2.8
North Upper	Bedroom 2, WIR	6.7	26.4	Yes	7.0	4.4
South Upper	Whole	7.0	36.0	No	3.3	Nil
North Lower	Portico	2.3	2.2	No	1.0	0.48

The performance Criteria of the Design Element 3 – “Boundary Setbacks” states the following;

“Buildings setback from boundaries other than street boundaries so as to:

- *Provide adequate direct sun and ventilation to the building;*
- *Ensure adequate direct sun and ventilation being available to adjoining properties;*

- *Provide adequate direct sun to the building and appurtenant open spaces;*
- *Assist with protection of access to direct sun for adjoining properties;*
- *Assist in ameliorating the impacts of building bulk on adjoining properties; and*
- *Assist in protecting privacy between adjoining properties.”*

The proposed variations to the southern boundary setbacks do not restrict direct sun and ventilation to the proposed building or to the existing residence on the adjoining property to the south 24 Griver Street. The overshadowing of 24 Griver Street is 199m², which is 21% of the affected property total site area. The proposed overshadowing of the adjoining property complies with the acceptable development standards of the RDC.

It is not considered by the administration that the proposal would cause a negative impact on the adjoining properties due to the building bulk.

The proposed variations to the north upper wall on 26 B Griver Street and the south upper wall on 26 A will not affect the privacy of the adjoining properties. The cones of vision diagrams submitted by the applicant do not affect any habitable room windows or outdoor living areas on the adjoining properties.

The administration considers that the proposed variation to the side boundary setbacks comply with the performance criteria and should be approved.

Buildings on Boundaries

Both of the proposed buildings on 26 A and 26 B Griver Street would have nil setbacks to the common boundary. The following proposed walls on boundary are required to be assessed under the relevant performance criteria:

26A Griver Street

Wall ID	Wall Name	Wall Height	Wall Length	Major Openings	Required Setback	Actual Setback
North Lower	Whole	3.5	36.0	No	1.5	Nil
North Upper	Whole	7.0	36.0	No	3.3	Nil

26B Griver Street

Wall ID	Wall Name	Wall Height	Wall Length	Major Openings	Required Setback	Actual Setback
South Lower	Whole	2.8	36.0	No	1.5	Nil
South Upper	Whole	7.0	36.0	No	3.3	Nil

The performance Criteria of the Design Element 3 – “Buildings on Boundaries” is as follows:

Buildings built up to boundaries other than the street boundary where it is desirable to do so in order to:

- *Make effective use of space; or*
- *Enhance privacy; or*
- *Otherwise enhance the amenity of the development; and*
- *Not have any significant adverse effect on the amenity of the adjoining property; and*

- *Ensure that direct sun to major openings to habitable rooms and outdoor living areas of adjoining properties is not restricted.*

The subject survey strata lots have narrow frontages (9.5m); therefore it can be argued that the proposed nil setbacks from the common boundary make an effective use of space.

Having narrow frontages would make it difficult to comply with the acceptable development standards of the RDC for the side boundary setbacks if the buildings were proposed to be setback from the common boundary. This would potentially cause privacy issues and would affect the amenity of the proposed residences.

As both residences on the subject survey strata lots would be joined at the common boundary for the whole length of wall there would be no major openings facing the boundary between the two residences. Therefore overshadowing of 26A would not be an issue.

It is considered that the proposed nil setbacks to the common boundary comply with the Performance Criteria of the RDC Element 3 and should be approved.

Comments from the adjoining property owners

There were two letters received from the adjoining property owners 25 Elizabeth and 27B Elizabeth Street during the advertising process.

The owners of 25 Elizabeth Street pointed out that the builder should be aware of the sewerage pipe running through the property and any damage to it should be borne by the builder. This issue would be addressed by the conditions of the building licence.

The owner of 25 Elizabeth also requested that a large flame tree at the rear of the subject property be kept. The Council does not have a mechanism set out in the Scheme or any policy in order to require protection of trees on the private properties.

The owner of 27B Elizabeth Street raised a number of points regarding the suitability of the original lot 26 Griver Street for subdivision into two lots. The subject of this report is the proposed development of two residences. The WA Planning Commission granted an approval for creation of the two survey strata lots 26A and 26B Griver Street on 01/10/2003. The size of the subject survey strata lots complies with the RDC site area requirements under the Clause 3.1.3 A3 (v), which states:

"In the case of grouped Dwellings in areas Coded R20 at the time of the gazettal of the Residential Design Codes the average site area shall be 450m²."

The objection from the owner of 27B Elizabeth Street also stated that the property would be affected due to overlooking, overshadowing and potential sun glare from the roof of the proposed residences.

The proposed rear balconies on 26 A and 26 B Griver Street have a setback of 11.5m from the rear boundary, which is in compliance with the visual privacy setback requirements for balconies under the RDC.

The acceptable Development Standards of the RDC Clause 3.9.1 A1 only refer to the shadow cast onto the adjoining property at midday 21 June. The shadow on the winter solstice would be cast to the south and not onto 27B Elizabeth Street, which is located to the east.

The proposed development complies with the acceptable development standard of the Clause 3.9.1 – “Design for Climate”. The shadow cast onto the property to the south 24 Griver Street at midday 21 June is 22%.

In regards to the neighbours concern about the potential glare from the roof, the following standard condition will be placed as part of the approval:

“The roof surface being treated to reduce glare if, Council considers that the glare adversely affects the amenity of adjoining or nearby neighbours following completion of the development.”

CONCLUSION

The administration determined that the proposal for two 2-storey residences on 26 A and 26 B Griver Street complies with the relevant performance criteria and the acceptable development standards of the RDC and should be approved.

Town of Cottesloe TPS 2 general provisions under the Clause 5.1.2 (f) states that Council may impose conditions relating to the following:

“the location and orientation of a building or buildings on a lot in order to achieve higher standards of daylighting, sunshine or privacy.....”

The administration considers that it would not be reasonable to require higher standards of sunshine and privacy in this case, as the proposal complies with the acceptable development standards of the RDC under the Clause 3.8.1 – “Visual privacy” and Clause 3.9.1 – “Solar Access for Adjoining Sites”.

VOTING

Simple Majority

COMMITTEE COMMENT

A Memo was presented to Council with the following comments:

There was a mistake made in the report on this item in the subsection entitled “Comments from the adjoining property owners”. The objections relating to the keeping of the flame tree on 26 Griver and the location of the sewerage pipe were made by the owner of 27B Elizabeth.

The objections relating to the subdivision issues, site area requirements, overshadowing and glare from the roof were made by the owners of 25 Elizabeth Street.

*The section **“Submissions”** gives the correct addresses of the objectors and the relevant summary of their objections.*

The Manager Development Services addressed the meeting and advised that the balcony complies with the Residential Design Codes and that Council is unable to enforce that the tree is to remain.

The Committee resolved to add a further point requesting the applicants to consider retaining the tree for privacy concerns.

11.1.2 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council:

- (1) GRANT its Approval to Commence Development for the 2-storey single house at No 26 (Lot 17) Griver Street, Cottesloe in accordance with the plans submitted on 10 February, 2004, subject to the following conditions:**
 - (a) All construction work being carried out in accordance with the Environmental Protection (Noise) Regulations 1997, Regulation 13 - Construction Sites.**
 - (b) Stormwater runoff from the driveway or any other paved portion of the site not being discharged onto the street reserve, rights of way or adjoining properties and the gutters and downpipes used for the disposal of the stormwater runoff from roofed areas being included within the working drawings.**
 - (c) The external profile of the development as shown on the approved plans, not being changed whether by the addition of any service plant, fitting, fixture, or otherwise, except with the written consent of Council.**
 - (d) The roof surface being treated to reduce glare if Council considers that the glare adversely affects the amenity of adjoining, or nearby neighbours, following completion of the development.**
 - (e) The applicant applying to the Town of Cottesloe for approval by the Manager, Engineering Services, to construct a new crossover, where required, in accordance with the local law.**
 - (f) Any front boundary fencing to the site being of an "Open Aspect" design and the subject of a separate application to Council.**
 - (g) The existing redundant crossover in Griver Street be removed, the verge, curb, and all surfaces made good at the applicant expense.**
 - (h) The applicant complying with the Town of Cottesloe – Policies and procedures for the Street Trees, February 2000, where development requires the removal, replacement, protection or pruning of street trees for development.**
 - (i) New certificate of title being issued for the proposed survey strata lots prior to the issue of a building licence.**

- (2) Advise the submitters of this decision.
- (3) GRANT its Approval to Commence Development for the 2-storey single house at No 26A (Lot 17) Griver Street, Cottesloe in accordance with the plans submitted on 10 February, 2004, subject to the following conditions:
- (a) All construction work being carried out in accordance with the Environmental Protection (Noise) Regulations 1997, Regulation 13 - Construction Sites.
 - (b) Stormwater runoff from the driveway or any other paved portion of the site not being discharged onto the street reserve, rights of way or adjoining properties and the gutters and downpipes used for the disposal of the stormwater runoff from roofed areas being included within the working drawings.
 - (c) The external profile of the development as shown on the approved plans, not being changed whether by the addition of any service plant, fitting, fixture, or otherwise, except with the written consent of Council.
 - (d) The roof surface being treated to reduce glare if Council considers that the glare adversely affects the amenity of adjoining, or nearby neighbours, following completion of the development.
 - (e) The applicant applying to the Town of Cottesloe for approval by the Manager, Engineering Services, to construct a new crossover, where required, in accordance with the local law.
 - (f) Any front boundary fencing to the site being of an "Open Aspect" design and the subject of a separate application to Council.
 - (g) The existing redundant crossover in Griver Street be removed, the verge, curb, and all surfaces made good at the applicant expense.
 - (h) The applicant complying with the Town of Cottesloe – Policies and procedures for the Street Trees, February 2000, where development requires the removal, replacement, protection or pruning of street trees for development.
 - (i) New certificate of title being issued for the proposed survey strata lots prior to the issue of a building licence.
- (4) Request the applicants to give consideration to the retention of the existing flame tree at the rear of the site.

Carried 8/1

11.1.3 NO 40 (LOT 111) FORREST STREET - UNAUTHORISED WORKS

File No:	40 Forrest Street
Author:	Ms L Palermo
Author Disclosure of Interest:	Nil
Attachments:	Location Plan Correspondence from owner Plans Photos
Report Date:	10 March, 2004
Senior Officer:	Mr S Sullivan
Property Owner:	Hawkins Nominees
Applicant:	N/A
Zoning:	Residential
Use:	P - A use that is permitted under this Scheme
Density:	R20
Lot Area:	319m²
M.R.S. Reservation:	N/A

SUMMARY

The owners of 40 Forrest Street carried out certain works on the property without applying for a planning approval or a building licence.

A site inspection was carried out by the Planning Department on 11 March 2004 to determine the extent of the unauthorised works. The Planning Department is in process of finalising its recommendation to the Development Services Committee on this item, which will be presented prior to the Committee meeting.

STATUTORY ENVIRONMENT

Town Planning and Development Act
Town of Cottesloe Town Planning Scheme No. 2
Residential Design Codes
Local Government Act

POLICY IMPLICATIONS

N/A.

HERITAGE LISTING

• State Register of Heritage Places	N/A
• TPS No 2	N/A
• Town Planning Scheme Policy No 12	N/A
• Draft Heritage Strategy Report	N/A
• Municipal Inventory	N/A
• National Trust	N/A

STRATEGIC IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Costs may be incurred in terms of enforcing the Town Planning Scheme by taking legal action or the serving of a Notice for the unauthorised work.

CONSULTATION

REFERRAL

Internal

- Building

External

N/A.

ADVERTISING OF PROPOSAL

The application was not required to be advertised.

BACKGROUND

The planning approval and a building licence for a two storey residence on 40 Forrest Street were granted in 1998.

Extensive discussions were carried out between the owners of 40 Forrest Street, 91 Broome Street and Council's Planning Department prior to granting of the planning approval for the residence. The owners of the two adjoining properties came to an agreement on the portions of walls on the common boundary and the design of the roof, which allowed them to keep some of the ocean views for 91 Broome Street.

The unauthorised works carried out by the new owners are a departure from the plans previously approved by Council.

STAFF COMMENT**Areas of Non-compliance**

The site inspection revealed that the following departures from the approved plans occurred:

- An additional window was added to the bath room at the lower level;
- The upper floor balcony was extended;
- A cedar lattice screen was installed in front of the balcony.

Council cannot grant retrospective planning approval for development that has already occurred. In addition, a retrospective building licence can also not be issued.

The design of the lattice privacy screen does not satisfy the requirements of the RDC.

However it was noted during the site inspection that the lattice privacy screen together with the existing vegetation on 91 Broome Street provide sufficient screening of the balcony. In the opinion of the administration the balcony extension does not affect the privacy of the adjoining property 91 Broome Street.

Comments from the Owner

The owner submitted a written explanation of the unauthorised work carried out. The summary of which is provided below:

- The initial works were only internal interior design works for which the building approval was not required,
- During the process of the initial works two additional works were undertaken. A bay window was added to the downstairs bathroom and the upper floor balcony was extended,
- We did not intend to change use of the existing rooms or affect the amenity of the surrounding neighbours,
- All works were checked by a Consulting Engineer and best building practice employed,
- We had no knowledge of the adjoining neighbours concerns or the negotiations undertaken between the previous owner and Council about the balcony design,
- The new balcony works involved replacement of the existing white lattice panel with a cedar lattice panel of slightly larger dimensions, and
- We did not change the use of the existing structure (balcony) and therefore we didn't see the need to discuss the plans with the neighbours prior to the commencement of works.

This does not address why planning consent or a building licence was not obtained for these works.

Comments from the adjoining Property Owner

The adjoining property owner complained to the Council about the unauthorised works that were carried out.

During the telephone conversation on 10 March 2004 with the Planning Officer the adjoining owner (91 Broome Street) expressed a strong objection to the extension of the balcony. The adjoining neighbour is of the opinion that the amenity of their property is negatively affected due to the extension of the upper floor balcony. The balcony is now considerably larger and therefore can be used as an outdoor entertainment area, which would mean more noise on a regular basis.

The owner of 91 Broome Street would like the Council to request the balcony to be removed and bring the residence on 40 Forrest Street into compliance with the approved plans.

Options Available to Council

Council does not have retrospective powers to grant its Planning Consent or a Building License for a structure that has been built. Therefore, the options open to Council are as follows:

Town Planning Scheme

A breach of the Town Planning Scheme has occurred. The options open to council under the Town Planning Scheme are as follows:

- (i) Take no further action and Council exercises its right not to prosecute;

- (ii) Issue a notice under section 10(4) of the Town Planning and Development Act requiring the owner to modify the plans and comply with the approved plans. An appeal is available to the owner against the issue of the Notice to the Town Planning Appeal Tribunal. If the owner fails to comply with the notice, Council could modify the building and recover costs; or
- (iii) Council could prosecute the owner for non-compliance with the approved plans. This matter would then be determined in the local courts.

Local Government Act

There are three options open to Council, of which there are two options under the Local Government Act, and these are:

- (i) Issue Of Notice Requiring Compliance With Approved Building Licence Plans

Under the Local Government (Miscellaneous Provisions) Act 1960, Division 9 - Notice of Required Alteration, Section 401 states:

- (1) *A local government may, during or after the erection of a building in its district, give to the builder or owner of the building, written notice of anything, in the construction of the building –*
 - (a) ...
 - (b) *which is not in compliance with, or is a departure from, the plans and specifications for the building, of which plans and specifications the approval of the local government has been obtained as required by this Act, or which is a contravention of this Act;*

and requiring him to pull down or so alter the building as to remove the cause of the objection and on being served with the notice the builder or owner shall comply with the requisition, unless where he has a right of appeal against the requisition, he exercises the right with due diligence, and the referees mentioned in Division 19 of this Part or the Minister, as the case may be, quash the requisition on appeal.

In effect it states that Council may issue the owner, with a notice for non-compliance with the approved plans and require that the balcony extension is removed or altered in accordance with the resolution of the Council. The Owner has a right of appeal against the notice to the Minister for Local Government.

- (ii) Prosecute under the Local Government Act for Departure from the Approved Building Licence Plans without Local Government Approval

Under the Local Government (Miscellaneous Provisions) Act 1960, Division 2 – Submission of Plans, Section 374(5) allows Council to prosecute a person that has carried out works not in conformity with the approved Building Licence plans. This carries a penalty of \$5,000.

Once a conviction has been achieved, council can then issue a notice under Section 411 of the Local Government (Miscellaneous Provisions) Act 1960. This provision allows council to serve a Notice on the owner to bring the building into conformity with the approved plans. An appeal against the notice to the Minister for Local Government is available to the owner. If this appeal fails and

the owner fails to comply with the notice, Council then issues a complaint to a court of petty sessions.

The Court can then authorise the Local Authority to do whatever is necessary to bring the building into conformity and recover costs.

(iii) Take No further Action

Council could take no further action in relation to the matter of non-compliance with the approved Building Licence plans.

CONCLUSION

The Planning Department is in the process of finalising its recommendation for this item, which will be presented to the Development Services Committee prior to the meeting.

MEMO

The following additional information was presented to the committee in a Memo dated 12 March 2003:

In the report to the Development Services Committee was advised that the Planning Department will provide a recommendation for the item: 40 Forrest Street – Unauthorised Works prior to the meeting date. The purpose of this Memo is to provide the Development Services Committee with the Conclusion and the Recommendation of the Planning Department for this Item.

ADDITIONAL STAFF COMMENT

The works carried out by the owner of 40 Forrest Street are a departure from the approved plans. The owners of the adjoining property 91 Broome Street expressed a strong objection to the works, which were carried out without any approvals by Council.

The owners of No. 91 Broome Street are of the opinion that the amenity of their property will be adversely affected due to the unauthorised extension to the balcony carried out by the owner of 40 Forrest Street.

The administration does not consider that the privacy of 91 Broome Street is affected due to the balcony extension. The balcony is currently well screened by the new lattice privacy screen and the existing vegetation on 91 Broome Street. However the lattice privacy screen does not comply with the RDC requirements. The owner of 91 Broome Street also mentioned that the tree that is currently providing screening for the balcony is sick and might have to be removed. The Council might have to require the owner of 40 Forrest Street to install a privacy screen, which would satisfy the RDC requirements.

The adjoining neighbours are mainly concerned with the potential noise from 40 Forrest Street upper floor balcony. Due to the fact that the size of the upper floor balcony was made considerably larger there is a potential that it will be used as a main outdoor entertainment area. The adjoining neighbours are concerned that they will be affected due to the noise from the balcony as it is located very close to the

common boundary. The solution to the potential noise issue might be either the removal of the unauthorised balcony extension or a solid masonry wall in front of it.

CONCLUSION

It is recommended that Council request the Manager Development Services to organise discussions between the owners of 40 Forrest Street and 91 Broome Street in order to see if an acceptable solution can be agreed to.

It is recommended that the decision on this item be deferred pending the result of the negotiations between the adjoining neighbours.

COMMITTEE COMMENTS

The majority of the Committee noted that the balcony addition is very hard to see from the neighbours property however advised that the screen could be a solid structure but neighbours should negotiate this.

Manager Development Services advised that Council cannot issue retrospective approval. The balcony does not currently comply with the setbacks and privacy requirements however if the screen was to be of a solid material, it would probably address the issue of noise.

VOTING

Simple Majority

11.1.3 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council:

- (1) Requests the Manager Development Services to organise discussions between the owners of 40 Forrest Street and 91 Broome Street to see if an acceptable solution can be agreed to; and**
- (2) Defers its decision regarding the unauthorised works on 40 Forrest Street pending the outcome of the negotiations between the adjoining neighbours.**

Carried 9/0

11.1.4 NO 1 (LOT 19) BARSDEN STREET - REMOVAL OF THE PROPERTY LISTING IN THE MUNICIPAL INVENTORY

File No: 1 Barsden Street
Author: Ms L Palermo
Author Disclosure of Interest: Nil
Attachments: Location plan
 Correspondence from owner
 Municipal Inventory
Report Date: 8 March, 2004
Senior Officer: Mr S Sullivan

Property Owner: F & I Wheeler

Date of Application: 2 March, 2004

Zoning: Residential
Density: R20
Lot Area: 908m²

SUMMARY

Council has received a request to remove the building at No. 1 Barsden Street from the Town of Cottesloe Municipal Inventory.

The recommendation is to Defer the Application.

STATUTORY ENVIRONMENT

Town of Cottesloe Town Planning Scheme No.2
 Heritage of Western Australia Act 1990

POLICY IMPLICATIONS

N/A.

HERITAGE LISTING

- State Register of Heritage Places N/A
- TPS No 2 N/A
- Town Planning Scheme Policy No 12 N/A
- Draft Heritage Strategy Report John Street Heritage Area - Essential
- Municipal Inventory Category 3
- National Trust N/A

STRATEGIC IMPLICATIONS

Application for removal of properties from various heritage listings such as Municipal Inventory, Policy No. 12, Schedule 1 and Draft Heritage Areas should be deferred until the heritage workshop in March 2004 is held.

FINANCIAL IMPLICATIONS

N/A

BACKGROUND

The property is located on the western side of Barsden Street and is bounded by a ROW to the south and to the west (rear) of the property. The building was constructed in 1923 during the post WW1 boom. The building is considered to be one of a number of buildings in the area, which could potentially be classified as a heritage area.

STAFF COMMENT

The property at No. 1 Barsden Street is classified as a Category 3 building under the Town of Cottesloe Municipal Inventory. Category 3 is summarised as:

*“Retain and conserve if possible: endeavour to conserve the significance of the place through the provisions of the Town Planning Scheme; photographically record the place prior to any major redevelopment or demolition.
Recommendations. Incorporate Heritage Precincts within the Town Planning Scheme and cover with development guidelines and incentives such as first areas to receive underground power, rate rebate for registered verges and first consideration of verge maintenance and upgrading by Council.”*

The Municipal Inventory describes the building as:

“Interwar bungalow built c. 1922. The tile roof is hipped with two gables one set behind the other. One gable front has timber slats, bargeboard and finial. An asymmetrical verandah across the east and north side. The wooden verandah has battered brick piers on which are three square chamfered wooden pillars with small lattice inserts. The windows are casement in sets of three with delightful stained glass in the eight light mullioned windows. A single eight light casement window is let onto main front room as well. The front door is a pair of French doors with six mullions above a wooden panel at the bottom. The house is set in an elevated position at the back of a sloping block with a sweep of steps up to the front porch. A carport and garage to the side are later additions.”

The Historical Significance is:

*“This is one of a number of houses in this street which are of heritage value in a heritage precinct.
The glass is particularly good. Similar vintage to the house next door at no 1. Both were part of the post WW1 boom. Together they contribute to a fine streetscape in a heritage precinct”*

The Municipal Inventory is a document that provides a database of significant heritage places within the locality. Development of the properties is not necessarily restricted solely by the fact that they are registered in the Municipal Inventory.

Therefore it is considered by the administration that removal of properties from the Municipal Inventory are not appropriate. The Municipal Inventory is merely a historical record of significant heritage places in the district and it does not predetermine the development potential of properties included in listing. Removal of the properties from the list would undermine the potential of the public to learn about the historical development of the built environment in the municipality

However the property was chosen in the original 1995 Municipal Inventory which was compiled by Dorothy Erickson a historian and Phillip Griffiths a local architect who have compiled a number of Municipal Inventories in Western Australia.

CONCLUSION

That the request for removal from the Municipal Inventory be deferred.

VOTING

Simple Majority

COMMITTEE COMMENT

The Committee resolved to defer consideration of the requests for properties to be removed from the Municipal Inventory in May 2004.

OFFICER RECOMMENDATION

That Council defers consideration of the request for removal of No. 1 Barsden Street, Cottesloe from the Municipal Inventory until after the heritage workshop is conducted.

11.1.4 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council defers consideration of the request to the May 2004 round of meetings for removal of No. 1 Barsden Street, Cottesloe from the Municipal Inventory.

Carried 9/0

11.1.5 NO 186 (LOT 73) BROOME STREET - REMOVE CATEGORY 3 PROPERTY FROM THE MUNICIPAL INVENTORY

File No:	186 Broome Street
Author:	Mr D Heymans
Attachments:	Location plan Correspondence from owner Municipal Inventory Information
Author Disclosure of Interest:	Nil
Report Date:	8 March, 2004
Senior Officer:	Mr S Sullivan
Property Owner:	J Hodder
Date of Application:	16 February, 2004
Zoning:	Residential
Density:	R20

SUMMARY

Council has received a request to remove the building at No. 186 Broome Street from the Town of Cottesloe Municipal Inventory. The recommendation is to defer the application.

POLICY IMPLICATIONS

N/A.

HERITAGE LISTING

- | | |
|-------------------------------------|------------|
| • State Register of Heritage Places | N/A |
| • TPS No 2 | N/A |
| • Town Planning Scheme Policy No 12 | N/A |
| • Draft Heritage Strategy Report | N/A |
| • Municipal Inventory | Category 3 |
| • National Trust | N/A |

STRATEGIC IMPLICATIONS

Application for removal of properties from various heritage listings such as Municipal Inventory, Policy No. 12, Schedule 1 and Draft Heritage Areas should be deferred until the heritage workshop in March 2004 is held.

FINANCIAL IMPLICATIONS

N/A.

BACKGROUND

The property is located on the corner of Broome Street and Grant Street and was constructed in approx 1937. The building is considered to be located in a prominent position on the corner of Grant and Broome Street and is located next to 184 Broome Street which is considered to be important.

STAFF COMMENT

The property at No. 186 Broome Street is classified as a Category 3 building under the Town of Cottesloe Municipal Inventory. Category 3 is summarised as:

“Retain and conserve if possible: endeavour to conserve the significance of the place through the provisions of the Town Planning Scheme; photographically record the place prior to any major redevelopment or demolition.”

Recommendations. Incorporate Heritage Precincts within the Town Planning Scheme and cover with development guidelines and incentives such as first areas to receive underground power, rate rebate for registered verges and first consideration of verge maintenance and upgrading by Council.”

The Municipal Inventory describes the building as:

“A painted 1930s brick bungalow with a tiled hip gable and jerkinhead gable roof. It has a wide verandah with masonry balustrade and stout brick piers supporting the verandah roof. Windows are in clusters of three side-hung casement windows with central fixed lights containing leadlights.”

The significance of the building is described as follows:

“A good example of interwar bungalow influenced by the “Domestic Revival”. It is sited on a prominent corner lot next to the important 184 Broome Street.”

The Municipal Inventory is a document that provides a database of significant heritage places within the locality. Development of the properties is not necessarily restricted solely by the fact that they are registered in the Municipal Inventory.

Therefore it is considered by the administration that removal of properties from the Municipal Inventory are not appropriate. The Municipal Inventory is merely a historical record of significant heritage places in the district and it does not predetermine the development potential of properties included in listing. Removal of the properties from the list would undermine the potential of the public to learn about the historical development of the built environment in the municipality

The owner has not provided any reasons as to why their house be removed from the municipal Inventory.

The administration believes that Council needs to adopt a procedure for removing properties from the Municipal Inventory that is based on advice from relevant professionals who have experience in this area.

The procedure for removing properties from the Municipal Inventory is one of a number of issues that are to be discussed in more detail in the proposed Heritage Workshop for Councillors.

Therefore the administration believes that any decisions to remove of properties from the Municipal Inventory be deferred until after the Heritage Workshops.

CONCLUSION

That the request for removal from the Municipal Inventory be deferred.

VOTING

Simple Majority

COMMITTEE COMMENT

That Council defers consideration of the request for removal of No. 186 Broome Street, Cottesloe from the Municipal Inventory until after the heritage workshop is conducted.

OFFICER RECOMMENDATION

That Council defers consideration of the request for removal of No. 186 Broome Street, Cottesloe from the Municipal Inventory until after the heritage workshop is conducted.

11.1.5 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council defers consideration of the request to the May 2004 round of meetings for removal of No. 186 Broome Street, Cottesloe from the Municipal Inventory.

Carried 9/0

11.1.6 NO 298 (LOT 71) MARMION STREET - REMOVE PROPERTY FROM MUNICIPAL INVENTORY

File No: 298 Marmion Street
Author: Mr D Heymans
Author Disclosure of Interest: Nil
Attachments: Location plan
Correspondence from owner (2)
Municipal Inventory Information
Report Date: 5 March, 2004
Senior Officer: Mr S Sullivan
Property Owner: L Girdlestone
Date of Application: 17 February, 2004
Zoning: Residential
Use: P - A use that is permitted under this Scheme
Density: R20

SUMMARY

Council has received a request to remove the building at No. 298 Marmion Street from the Town of Cottesloe Municipal Inventory. The recommendation is to defer the application.

POLICY IMPLICATIONS

N/A.

HERITAGE LISTING

- State Register of Heritage Places N/A
- TPS No 2 N/A
- Town Planning Scheme Policy No 12 N/A
- Draft Heritage Strategy Report N/A
- Municipal Inventory Category 5
- National Trust N/A

STRATEGIC IMPLICATIONS

Application for removal of properties from various heritage listings such as Municipal Inventory, Policy No. 12, Schedule 1 and Draft Heritage Areas should be deferred until the heritage workshop in March 2004 is held.

FINANCIAL IMPLICATIONS

N/A.

BACKGROUND

The property is located on the corner of Hawkstone and Marmion Streets and was constructed in the 1930's. The building is considered to be a fair example of an interwar bungalow situated on a corner position next to another fine example from the same period.

STAFF COMMENT

The property at No. 298 Marmion Street is classified as a Category 5 building under the Town of Cottesloe Municipal Inventory. Category 5 is summarised as:

*“Significant but not essential to an understanding of the history of the district.
Photographically record the place prior to any major redevelopment or demolition.
Recommendations. Incorporate Heritage Precincts within the Town Planning Scheme
and cover with development guidelines and incentives.”*

The Municipal Inventory describes the building as:

“An interwar bungalow with Californian influences made of rendered brick with a tiled roof and leadlight casement windows. The garden and its walls are all of a piece. The dominating front gable over the porch has been modified but with its curved lintel remains distinctive.”

The Municipal Inventory is a document that provides a database of significant heritage places within the locality. Development of the properties is not necessarily restricted solely by the fact that they are registered in the Municipal Inventory.

Therefore it is considered by the administration that removal of properties from the Municipal Inventory are not appropriate. The Municipal Inventory is merely a historical record of significant heritage places in the district and it does not predetermine the development potential of properties included in listing. Removal of the properties from the list would undermine the potential of the public to learn about the historical development of the built environment in the municipality

The owner has objected to the listing as that any listing on a data base may affect the value of the property and it appears that there is more significance to the property as a Heritage Loan has been offered.

The offering of a heritage loan does not reflect the properties significance as any property listed on the Municipal Inventory can apply for a Heritage Loan regardless of the category of the building.

The affect of listing on the value of properties is a contentious issue and is not a planning consideration.

Furthermore the administration believes that Council needs to adopt a procedure for removing properties from the Municipal Inventory that is based on advice from relevant professionals who have experience in this area.

The procedure for removing properties from the Municipal Inventory is one of a number of issues that are to be discussed in more detail in the proposed Heritage Workshop for Councillors.

Therefore the administration believes that any decisions to remove of properties from the Municipal Inventory be deferred until after the Heritage Workshops.

CONCLUSION

That the request for removal from the Municipal Inventory be deferred.

VOTING

Simple Majority

COMMITTEE COMMENT

That Council defers consideration of the request for removal of No. 298 Marmion Street, Cottesloe until after the heritage workshop is conducted.

OFFICER RECOMMENDATION

That Council defers consideration of the request for removal of No. 298 Marmion Street, Cottesloe from the Municipal Inventory until after the heritage workshop is conducted.

11.1.6 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council defers consideration of the request to the May 2004 round of meetings for removal of No. 298 Marmion Street, Cottesloe from the Municipal Inventory.

Carried 9/0

11.1.7 PROPOSED LISTING OF COTTESLOE BEACH PRECINCT IN THE REGISTER OF HERITAGE PLACES

File No:	Heritage
Author:	Mr D Heymans
Attachments:	Correspondence from HCWA Heritage Assessment
Author Disclosure of Interest:	Nil
Report Date:	10 March, 2004
Senior Officer:	Mr S Sullivan

SUMMARY

Council has received written advice from the Heritage Council of Western Australia advising Council that there is a proposal to list the Cottesloe Beach Precinct on the Heritage Register.

Council can be a voting member of the Heritage Council when this matter is considered.

The purpose of the report is to advise Council that the Heritage Council will be considering this matter and to seek direction from Council in terms of:

- (a) whether Council will exercise its right to attend the Heritage Council meeting to consider this item – with Council's representative being a voting member for discussion and decision making purposes;
- (b) determining its position on whether the precinct is of sufficient cultural heritage significance to warrant inclusion on the State Register of Heritage Places; and
- (c) determining Council's representative, if Council resolves to exercise its right as outlined in (a) above.

STATUTORY ENVIRONMENT

Heritage of Western Australia Act 1990

POLICY IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

N/A

FINANCIAL IMPLICATIONS

Nil.

BACKGROUND

Nil.

STAFF COMMENT

Council received a letter from the Heritage Council of Western Australia on the 12 February 2004 advising that the Heritage Council has a view to entering the Cottesloe Beach Precinct in the Register of Heritage Places.

The Heritage of Western Australian Act of 1990 requires that a local government be invited to nominate a suitable person to attend the meeting where the item will be considered.

Circulated separately from this agenda is a copy of the letter from the Heritage Council and the assessment report.

The proposed area is west of Marine Parade from Jarrad Street in the south to Napier Street in the north and extends approximately 1.5km out to the Cottesloe Reef System.

The precinct area has been divided into 6 zones as follows:

- The recreational park;
- The carpark;
- The Indiana Tea House;
- The South Beach;
- The headlands including Mudurup Rocks;
- Cottesloe Reef System.

The statement of significance highlighted a number of features that are an integral part of this precinct including:

- The beach;
- Groyne;
- Pylon;
- Tea rooms;
- Surf life saving club and change rooms;
- Norfolk Island pines; landscaping and wading pools.

The administration is uncertain what impact the listing would have on future development on the beach front, maintenance of existing infrastructure and future activities and events on the beach front.

It is recommended that clarification be sought from the Heritage Council of Western Australia to determine the impact of listing.

VOTING

Simple Majority

COMMITTEE COMMENT

The Committee had concerns in relation to the implications of the heritage listing of the beachfront in terms of its day to day activities, the use and development of the beachfront subject to this listing.

The Manager, Development Services advised Council that it does not have any planning control over the beachfront and all decisions are made by the West Australian Planning Commission. Council is responsible for maintenance of the beachfront only.

OFFICER RECOMMENDATION

Direction is sought from Council in relation to:

- (1) Whether Council will exercise its right to let a Council representative attend the meeting to consider this item – with Council's representative being a voting member for discussion and decision making purposes;
- (2) Its position on whether the precinct is of sufficient cultural heritage significance to warrant inclusion on the State Register of Heritage Places; and
- (3) Council's representative, if Council resolves to send a representative to the Heritage Council meeting.

COMMITTEE RECOMMENDATION

That Council:

- (1) Seek clarification from the Heritage Council that if the beachfront is listed in the State Register of Heritage Places, what are the implications for the Town in terms of:
 - (a) the day to day operations of the beach;
 - (b) maintenance of the beach and the infrastructure;
 - (c) use of the beach; and
 - (d) future planning and development of the beachfront.
- (2) Defer consideration of this matter pending a response from the Heritage Council in relation to part (1).

AMENDMENT

Moved Mayor Rowell, seconded Cr Cunningham

That the motion be amended with the following addition:

- (3) Seek an urgent meeting with the Heritage Council to discuss the heritage listing and seek deferral of the April meeting.

Carried 9/0

11.1.7 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council:

- (1) Seek clarification from the Heritage Council that if the beachfront is listed in the State Register of Heritage Places, what are the implications for the Town in terms of:**
 - (a) the day to days operations of the beach;**
 - (b) maintenance of the beach and the infrastructure;**
 - (c) use of the beach; and**
 - (d) future planning and development of the beachfront.**
- (2) Defer consideration of this matter pending a response from the Heritage Council in relation to part (1).**
- (3) Seek an urgent meeting with the Heritage Council to discuss the heritage listing and seek deferral of the April meeting.**

Carried 9/0

11.1.8 STUDY OF HERITAGE LISTING & PROPERTY VALUE

File No:	Heritage
Author:	Mr D Heymans
Attachments:	Correspondence from HCWA
Author Disclosure of Interest:	Nil
Report Date:	9 March 2004
Senior Officer:	Mr S Sullivan

SUMMARY

Council has received a letter from the Heritage Council of Western Australia detailing a proposed study on the sales performance of heritage-listed properties in 2004 to be carried out by the Australian Property Institute. The Heritage Council is seeking interested local governments willing to contribute between \$5,000 and \$10,000.

The administration recommends that a \$5000 contribution be made to the study.

STATUTORY ENVIRONMENT

N/A

POLICY IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

N/A

FINANCIAL IMPLICATIONS

An amount of \$5000 is proposed to be contributed to the study from the Town of Cottesloe. There is \$5,000 in the Town Planning budget for Heritage Initiatives General.

BACKGROUND

On the 26 February 2004 Council received a letter detailing a proposed study on the sales performance of heritage listed properties in 2004.

The rationale for the study is to alleviate conjecture in Western Australia as to the impact on property prices when a property is heritage listed.

The idea is to limit the study to a pilot area initially. The anticipated cost is likely to be at least \$80,000 - \$90,000 if the study was to encompass 10 or more local government areas.

The Heritage Council is prepared to contribute up to \$15,000 and the City of Perth and the Town of Vincent have confirmed their involvement and have funds available for the study. A number of other Council's have also shown interest.

The Heritage Council is enquiring if the Town of Cottesloe is interested in participating in this study and is seeking between \$5,000 and \$10,000 for the study.

The study will compare properties that are listed on heritage lists against comparable properties that are not listed. Attached is a more detailed description of the brief of the study.

STAFF COMMENT

The administration considers that the study will provide invaluable research into the affect of heritage listing on property prices in Western Australia. Currently there is much conjecture as to the impact of listing on property prices and research specific to Western Australia will provide local authorities with a greater depth of knowledge when assessing a properties or areas heritage value.

As the Town of Cottesloe is currently reviewing its Heritage Strategy information of this type will provide a much better understanding of the impact of heritage listing on property prices.

The Planning Department has an amount of \$5000 left in the budget for this type of study and therefore recommends that a \$5000 contribution be made to this study.

VOTING

Simple Majority

COMMITTEE COMMENT

The Committee were of the opinion that the Heritage Council should be responsible for the carrying out of such a study.

OFFICER RECOMMENDATION

That Council support a study on the sales performance of heritage listed properties in 2004 by contributing an amount of \$5000 to the study.

FURTHER COMMENTS FROM THE MANAGER DEVELOPMENT SERVICES

The officer's recommendation was lost and the following alternative recommendation is provided to advise the Heritage Council of Council's position.

ALTERNTAIVE OFFICER RECOMMEDATION

That Council advise the Heritage Council of Western Australia that it is not prepared to contribute to the proposed study.

11.1.8 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

That Council advise the Heritage Council of Western Australia that it is not prepared to contribute to the proposed study.

Carried 6/3

11.1.9 NO 9 (LOT 24) GRANT STREET - NEW 2 STOREY GROUPED DWELLING WITH UNDERCROFT GARAGE

File No:	9 Grant Street
Author:	Mr D Heymans
Author Disclosure of Interest:	Nil
Attachments:	Location plan Correspondence from owner (2) Plans
Report Date:	9 March, 2004
Senior Officer:	Mr S Sullivan
Property Owner:	Peter Rattigan
Applicant:	Ken Adams
Date of Application:	13 November 2002
Zoning:	Residential
Use:	P - A use that is permitted under this Scheme
Density:	R30
Lot Area:	739m²
M.R.S. Reservation:	N/A

SUMMARY

This application was originally lodged in November 2002 and has been considered on three previous occasions by Council, however on all occasions the applicant has requested deferral.

The applicant has submitted a third set of plans with a detailed submission dealing with Council's previous resolution from the 25 August 2003.

Given the assessment that has been undertaken, the recommendation is to Approve the Application with conditions.

STATUTORY ENVIRONMENT

- Town of Cottesloe Town Planning Scheme No 2
- Residential Design Codes

POLICY IMPLICATIONS

- Building Heights Policy No 005

HERITAGE LISTING

- | | |
|-------------------------------------|-----|
| • State Register of Heritage Places | N/A |
| • TPS No 2 | N/A |
| • Town Planning Scheme Policy No 12 | N/A |
| • Draft Heritage Strategy Report | N/A |
| • Municipal Inventory | N/A |
| • National Trust | N/A |

APPLICATION ASSESSMENT**AREAS OF NON-COMPLIANCE**

Town of Cottesloe Town Planning Scheme No 2 - Text

Clause	Required	Provided
5.1.1 – Building Height	Roof ridge height 8.5 metres	8.59m
5.1.1 – Building Height	Wall Height 6 metres	7.18m

Town Planning Scheme Policy/Policies

Policy	Required	Provided
N/A	N/A	N/A

Residential Design Codes

Design Element	Acceptable Standards	Provided	Performance Criteria Clause
8 – Privacy	Visual privacy setbacks to balcony from western boundary of 7.5m	1.0m	Clause 3.8.1 – P1

STRATEGIC IMPLICATIONS

N/A.

FINANCIAL IMPLICATIONS

N/A.

CONSULTATION

The Application was advertised as per Town of Cottesloe Town Planning Scheme No. 2 on two occasions, the first being in November 2002 and the other being in July 2003.

The advertising consisted of:

- Letter to Adjoining Property Owners

Submissions

On both occasions 3 letters were sent out. There was 1 submission received in November 2002, which was an objection. The objectors have not written a further submission, as their concerns on both occasions were the same. Details of the submission received is set out below:

Nos 11 & 11A Grant Street

The owners objected to the following:

- Loss of westerly views due to the location of the proposed study on each floor
- Potential glare from the proposed Zincolume roof
- Front setback less than 6 metres
- Setback from eastern boundary less than required under R-Codes
- Queries if the eastern walkway is to provide access to the rear house and proposed house or both (it is common property and is therefore for the use of both units)

Other points raised by the submitters relate to landscaping and are outside the scope of the development approval.

BACKGROUND

This application was submitted in November 2002 and was considered at the February round of Council meetings in 2003. At the applicants request Council resolved to defer the application until the March meeting.

This was in response to the officer's recommendation, which required revised plans dealing with the following issues:

- Front setback being 6 metres;
- Wall height being reduced;
- The parapet wall height being reduced;
- The eastern boundary setback being increased;
- The undercroft height being reduced.

The applicant submitted revised plans on the 25 June 2003.

The following changes were made on the revised plans submitted on the 25 June 2003:

- An increase in the height of the building;
- An increase in the upper floor area;
- Internal layout changes;
- Change in the location and size of windows.

Assessment of the revised application showed that none of the concerns had been addressed by the applicant.

A number of concerns were exacerbated by an increase in the overall height of the building.

This revised application went to the August round of meetings where again the applicant requested deferral of the application.

On the 26 November 2003 a further set of revised plans were received. Due to the late submission and early meetings in December 2003 and the number of items, it was not possible to present this item to the December 2003 meetings. These plans were presented to the February round of meetings, however the applicant provided late correspondence just prior to the Council meeting. Consideration was deferred at the request of the Manager Development Services to enable assessment of the late correspondence.

Since the February round of meetings the applicant has lodged two new letters and has also had 2 meetings with the Manager Development Services in relation to the proposed height of 9 Grant Street and the constructed height of 11 Grant Street. In addition the applicant has provided a surveyors letter advising that the centre of the site is RL18.95.

The following changes to the plans have been agreed to by the applicant:

- The ridge height of the building has decreased from 26.9m to 26.81m;
- The wall height has changed from 25.49m to 24.84m;
- The parapet wall height has changed from 25.9m to 25.31m.

STAFF COMMENT

As a result of these meetings between the Manager Development Services and the applicant, the administration is recommending that the way the natural ground level is calculated be changed so that it is over the entire site rather than the centre of the proposed grouped dwelling site as the property has not been subdivided.

The administration believes that changing the way the natural ground level is calculated is acceptable in this instance. The affect of changing the way the natural ground level is calculated is outlined below:

- The applicant has agreed to the following changes in relation to building heights:
 - (a) Decrease the overall height of the building from 26.9m to 26.81m to comply with the original assessment of the natural ground level;
 - (b) Decrease the parapet wall height from 25.9m to 25.31m to comply with the original assessment of the natural ground level;
 - (c) Decrease the wall height from 25.49m to 24.84m which would still have been 530mm over the permitted heights under the original calculation.
- The building as proposed would comply with all of the height controls as assessed under the scheme;
- There would be no adverse impact on views or overshadowing of No. 11 Grant Street as the overall height of the building would actually decrease;
- There would be no adverse impact on the streetscape as again the overall height of the building would actually decrease.

There are two ways to calculate natural ground level at the centre of the site, one is under clause 5.1.1 (c) of the scheme and the other under TPS Policy No. 005 Building heights as outlined below:

- Clauses 5.1.1 (c) of the scheme states that Council shall determine the natural ground level at the centre of the site, however there is no definition of the centre of the site and in this instance you have one lot with two dwellings. The administration takes this definition as to mean the centre of the existing lot.
- Town Planning Scheme Policy No. 5 – Building Heights states that:

“ATTACHED HOUSES AND GROUPED DWELLINGS

Provided that it is satisfied that the amenity of the neighbouring area will not be adversely affected, the Council will, in its application of Clause 3.2 herein, measure building height for attached houses and grouped dwellings from natural ground level as determined by Council at the centre of the area contained within the external walls of each individual house.”

The administration has been assessing the natural ground level at the centre of the defined site area for the proposed new dwelling since the application has been lodged. This assessment has been based on the Policy. This results in the natural ground level being lower than if calculated over the entire site.

On the other hand Clause 5.1.1 (c) of the scheme enables Council to calculate the natural ground level at the centre of the entire site. This results in a higher natural ground level.

The administration believes that the changes agreed to by the applicant and the change in assessment of the natural ground level at the centre of the site be supported by Council as there would be no adverse impact on adjoining neighbours or the streetscape.

Therefore the administration recommends that the proposal as submitted be approved.

CONCLUSION

That the proposed two storey residence be approved subject to the following conditions.

VOTING

Simple Majority

11.1.9 COUNCIL RESOLUTION

Moved Cr Furlong, seconded Cr Strzina

- (1) GRANT its Approval to Commence Development for the two storey grouped dwelling at No. 9 (Lot 24) Grant Street Cottesloe, as shown on the revised plans received on the 31 January 2003 and the defined site plan received on the 26 November 2003, subject to the following conditions:**
 - (a) All construction work being carried out in accordance with the Environmental Protection (Noise) Regulations 1997, Regulation 13. - Construction sites.**
 - (b) Stormwater runoff from the driveway or any other paved portion of the site not being discharged onto the street reserve, rights of way or adjoining properties and the gutters and downpipes used for the disposal of the stormwater runoff from roofed areas being included within the working drawings.**
 - (c) The external profile of the development as shown on the approved plans, not being changed whether by the addition of any service plant, fitting, fixture, or otherwise, except with the written consent of Council.**
 - (d) The roof surface being treated to reduce glare if Council considers that the glare adversely affects the amenity of adjoining, or nearby neighbours, following completion of the development.**

- (e) The applicant applying to the Town of Cottesloe for approval by the Manager, Engineering Services, to construct a new crossover, in accordance with the local law.
 - (f) Any front boundary fencing to Grant Street being of an “Open Aspect” design and the subject of a separate application to Council.
 - (g) Air conditioning plant and equipment is to be installed as far as practicable from the boundary of adjoining properties or in such a manner as to ensure that sound levels emitted from equipment shall not exceed those outlined in the Environmental Protection (Noise) Regulations 1997.
 - (h) Details of the proposed gradients to the driveway submitted for approval. Should the gradients be inappropriate based on acceptable engineering standards, revised plans shall be submitted for approval by the Manager Development Services showing conformity with the standards, with development still complying with the height controls.
 - (i) Revised plans being submitted for approval by the Manager, Development Services, showing:
 - (i) The wall height being reduced to a maximum relative level of 24.84m.
 - (ii) The ridge heights being reduced to a maximum relative level of 26.81m;
 - (iii) The parapet wall heights being reduced to a maximum relative level of 25.31m
 - (iv) A 1.5m wide common walkway shall be provided from Grant Street to the north boundary of the defined site for the rear dwelling.
 - (j) This approval is for the dwelling to be used as a grouped dwelling.
 - (k) The basement is not permitted to be used for habitable purposes.
 - (l) The building shall only be used for the purpose of human habitation on a permanent basis by a single person or a single family.
- (2) Advise the submitters of this decision.

Carried 8/1

12 WORKS AND CORPORATE SERVICES COMMITTEE MEETING HELD ON 16 MARCH 2004**12.1 ADMINISTRATION****12.1.1 COTTESLOE TENNIS CLUB - SELF SUPPORTING LOAN**

File No: C 7.13 & E10.11
Author: Mr A Lamb
Author Disclosure of Interest: Nil
Report Date: 10 March, 2004
Senior Officer: Mr S Tindale

SUMMARY

The purpose of this report is to put before Council the Cottesloe Tennis Club's request that Council borrow up to \$200,000 on its behalf for renovation works to its clubhouse, and donate a portion of the interest cost.

STATUTORY ENVIRONMENT

Council's power to borrow money is provided for in Section 6.20 of the Local Government Act. This section also provides that unless the proposal to borrow funds is provided for in the annual budget Council must give one month's local public notice of the proposal, and that the resolution to exercise the power to borrow is carried by an absolute majority. This section also sets requirements that tie the credit or loan funds to the purpose for which they were borrowed unless one month's local notice is given of the proposed change of purpose (absolute majority required).

Section 6.21 provides for the State Treasurer to give directions to a local government or local governments generally with respect to the exercise of borrowing powers. Some years ago the Treasurer required that all local governments are to obtain three quotes for borrowing requirements and that one of these must be the Treasury Corporation.

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil in the current financial year.

BACKGROUND

The Cottesloe Tennis Club is planning to undertake substantial renovations to its aging clubhouse and applied for Department of Sport and Recreation grant funding to assist with this project.

In the process of Council assessing the project for recommendation to the Department, Council resolved to provide a cash and in-kind contribution of \$7,700 (including GST) in the current financial year and amended its budget to accommodate the donation. The donation is to include the waiving of non-statutory fees and the payment of statutory fees in relation to the Club's planning and building applications, and connection to the sewer.

The Club has since progressed its renovation plans and has written to Council to ask that it borrow up to \$200,000 on behalf of the Club and give consideration to providing assistance with the interest payments on the loan. The Club has asked that Council consider paying or subsidising the interest component of the loan for a period.

The Treasury Corporation provides indicative information on interest rates each week and the rate for money repaid over ten years has been fluctuating around 6% for some time. The following schedule is based on a principal of \$200,000, a term of ten years with semi-annual repayments for a range of interest rates:

INTEREST RATE	ANNUAL REPAYMENT	TOTAL INTEREST COST
5.1%	\$25,780.20	\$57,801.95
6.1%	\$27,010.72	\$70,107.29
7.1%	\$28,271.92	\$82,719.08

CONSULTATION

Consultation was conducted with the Tennis Club's Secretary and representatives of State Treasury.

STAFF COMMENT

The Tennis Club would have difficulty in raising a loan in its own right and so has asked Council to do this. This is a common function for local governments and enables local clubs to embark on significant projects. Council takes out a loan and enters into an agreement with the club that it repays the loan to Council at the same rate that Council pays the lender and so there is no net cost to the Council. It is recommended that Council include provision for a self-supporting loan in its 2004/05 budget.

Past agreements with clubs in respect of self-supporting loans have taken the form of a Deed of Loan where the land is under the control and management of Council and a Mortgage where the land is under the control and management of the club. The Tennis Club occupies Reserve land that is under the control and management of Council. It is recommended that a suitable Deed, or other such document as recommended by Council's lawyers, be drawn up with respect to this proposed loan.

The Club also seeks Council's assistance with the interest component of the loan repayment. The interest portion of the loan repayment varies for each payment and is high in the early years and low toward the end of the term of the loan. Based on an interest rate of 6.1% the total interest payment over the term of the loan is just over \$70,000. If Council was in favour of supporting the Club over the term of the loan then the loan repayment agreement with the Club could be structured such that the Club's periodic payments were less than Council's commitment to the lender.

If the decision was taken to provide assistance for the first year or so then it may be better to consider the level of assistance annually as part of the budget process. The latter option is suggested and so it is recommended that Council consider this request as part of its 2004/05 budget deliberations.

It is understood that the Club's application for grant funding with the Department of Sport and Recreation might not be successful and that the total building costs are not yet known so there is a degree of uncertainty over the amount of loan funds required. However the \$200,000 is the upper limit of their estimated requirement. It is also understood that the Club is not likely to require the loan funds till early in 2004/05.

VOTING

Simple majority (as there is no commitment other than to include items in the next budget. The budget adoption will require an absolute majority.)

COMMITTEE COMMENT

The Committee noted that development approval has been given to the Tennis Club. A copy of the plans is to be circulated to all Councillors prior to the Council meeting, in electronic format if possible.

The Tennis Club is to be made aware that the interest donation is being considered.

The Tennis Club financial statements are to be sighted prior to providing the loan.

DECLARATION OF IMPARTIALITY

Cr Furlong made a declaration of impartiality due to his wife being a member of the Tennis Club.

Mayor Rowell made a declaration of interest due to his The interest was considered trivial.

12.1.1 COUNCIL RESOLUTION

Moved Cr Miller, seconded Cr Strzina

That Council:

- (1) Include provision in its 2004/05 budget to borrow \$200,000 for the Cottesloe Tennis Club's clubhouse renovation project with the Club meeting the full annual cost of servicing the loan;**
- (2) Instruct its Lawyers to draw up a suitable legal document setting out the respective obligations on each party with respect to the self-supporting loan arrangement; and**
- (3) Consider during its 2004/05 budget deliberations the donation of part of the annual interest cost on the loan repayment to the Cottesloe Tennis Club and consider ongoing assistance to the Club.**

Carried 9/0

12.1.2 SEA VIEW GOLF CLUB LEASE - PUBLIC SUBMISSIONS

File No: E10.10
Author: Mr S Tindale
Author Disclosure of Interest: Nil
Report Date: 10 March, 2004
Senior Officer: Mr S Tindale

SUMMARY

The following recommendations are made:

1. That the CEO seek further legal advice on supported or potentially supported changes to the draft lease agreement as identified in the STAFF COMMENT section of this agenda item with a view to presenting a lease agreement to Council for formal adoption.
2. That when seeking further legal advice the following matters be added/deleted: (Council to list)
 -
 -
 -
3. That prior to formal adoption, the lease agreement be referred to the Sea View Golf Club advising of the amendments arising from the community consultation process and seeking final comment.

STATUTORY ENVIRONMENT

Extracts from the relevant section of the Local Government Act reads as follows.

3.58. Disposing of property

- (1) In this section —
“dispose” includes to sell, lease, or otherwise dispose of, whether absolutely or not;
“property” includes the whole or any part of the interest of a local government in property, but does not include money.
- (2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender...
- (5) This section does not apply to —
 - (a) a disposition of land under section 29 or 29B of the Public Works Act 1902;
 - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59;
 - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or

- (d) any other disposition that is excluded by regulations from the application of this section.

Regulation 30 of the Local Government (Functions and General) Regulations 1996 says;

30. Dispositions of property to which section 3.58 of Act does not apply

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) A disposition of land is an exempt disposition if —
 - (a) the land is disposed of to an owner of adjoining land (in this paragraph called “the transferee”) and —
 - (i) its market value is less than \$5 000; and
 - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;
 - (b) the land is disposed of to a body, whether incorporated or not —
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body’s transactions;...

In other words, the Town of Cottesloe can enter into a lease agreement with the Sea View Golf Club (Inc.) without going through the formalities that would ordinarily be associated with the disposal of local government property.

The vesting order for the reserves provides,;

...that Class “A” Reserves 6613 and 1664 shall vest in and be held by the Municipality of Cottesloe in trust for the following purposes (that is to say) “Park Lands” and “Recreation” respectively; or other purposes for which the said land is reserved, with power to the said Municipality of Cottesloe to lease the whole or any portion thereof for any term not exceeding 21 years from the date of the lease, subject to the condition that any such lease must preserve the public rights and shall be subject to the Governor’s approval...

POLICY IMPLICATIONS

Nil.

STRATEGIC IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Nil.

BACKGROUND

The current 15-year lease agreement with the Sea View Golf Club terminates on the 30 June 2005.

In June 2002 Council passed the following resolutions:

That Council:

- (1) Commit in principle to a new long-term lease agreement with the Sea View Golf Club.
- (2) Reach agreement with the Sea View Golf Club that as the lessee, they must meet all legal costs associated with the preparation of a new lease agreement.
- (3) Delegate authority to the CEO to negotiate a lease agreement with the Sea View Golf Club that addresses the substantive issues.
- (4) Present the proposed lease agreement to Council for its preliminary approval and/or amendment.
- (5) Advise the amendments, if any, to the Sea View Golf Club.
- (6) Implement a community consultation process that is similar to that used for town planning scheme amendments.
- (7) Incorporate and advise the Sea View Golf Club of any amendments arising from the community consultation process.
- (8) Adopt the final lease agreement.
- (9) Present the final lease agreement to the Sea View Golf Club for execution.

In November 2002 Council passed the following resolutions:

- (1) Receive the draft lease agreement, subject to further legal advice.
- (2) Seek public submissions on the agreement closing on Friday 30th January, 2004 for consideration at the March round of meetings.
- (3) Instruct the Chief Executive Officer to formulate public access provisions of similar effect to the existing lease, subject to being capable of preventing behaviour likely to unduly interfere with the lessees use of the property.
- (4) Obtain a management plan before the lease is signed.

In December 2002 Council passed the following resolution:

That Council extend the public consultation period for the Sea View Golf Club lease to the end of February 2004.

Stage 7 of the process agreed to in June 2002 has now been reached and Council is now asked to "...incorporate and advise the Sea View Golf Club of any amendments arising from the community consultation process".

The draft is substantially complete but lacks Department of Land Information "covers" and a plan of the area to be leased to the Golf Club.

The “covers” are a technical requirement and do not affect the lease agreement in any material way.

A survey plan of the leased area that appropriately excludes reserve land currently used for other purposes (Harvey Field, Cottesloe Oval, Sea View Kindergarten etc.) is also required.

The plan of the leased area will also exclude the surrounding road reserves. Legal advice indicates that it is not within the power of Council to lease the road reserves to the golf club. This includes Jarrad Street.

CONSULTATION

The public submission period commenced on 24th November 2003 and closed on 27th February 2004.

In analysing the submissions, some extra leeway was given by including 12 “early” submissions (i.e. submissions penned before the submission period formally opened).

Two late submissions were also included.

Thirty of the 279 submissions received came from outside Cottesloe. These have also been included in the analysis on the basis that the reserve land is not the exclusive domain of Cottesloe residents as such.

The submissions are available for inspection at the Council offices and will be tabled at the meeting.

The tables that follow summarise the issues and arguments raised during the consultation period.

STAFF COMMENT

Several broad headings were identified in relation to the issues identified by those making a submission. They were:

- Politics
- Jarrad St
- Land Use
- Lease Term and Rent
- Management plan
- Safety
- Other
- Specific Clauses

Politics

With respect to the “politics” of the situation, a number of submissions made assertions that have no direct bearing on the detail or wording of the lease agreement. The submissions mainly revolved around “bagging” the opposition and questioning the real motives of key stakeholders.

For the public record, the arguments are summarised in the table below.

POLITICS	Number	Argument/s
Lease document is too lessee-friendly	32	Lease reads as if it was prepared by the Club – not the Council. Lease is too favourable to the Club.
Conflict of interest amongst Councillors	31	Councillors who are SVGC members have a conflict of interest. They are not acting impartially.
Jarrad Street “A” Class Reserves Group and others are a minority voice	24	They shout the loudest and like to push their unreasonable and unrealistic opinions onto the public through the Post Newspaper.
Lease adoption process is being rushed	17	More time is required to ensure that issues are properly addressed.
New lease not to be signed until current lease expires in June 2005	14	Proper risk evaluation to be undertaken in the interim. An opportunity to elect new Councillors and sort out the management plan.
No decision to be made until after next council election	6	Long term decisions to be held off until fresh elections are held and full consultation occurs.
Ratepayers being ignored by Council	4	Councillors who are SVGC members are looking after their own interests first.
Conduct a referendum	3	The only way to truly ascertain the community’s wishes.
Council to act as community representatives.	1	Elected to do the job. Should get on with it and ignore minority views.
Lease renewal process should have started much sooner.	1	Current hiatus could have been avoided.

These submissions are not considered to be of any consequence with respect to the drafting of the lease agreement and therefore no recommendations are made on them.

Jarrad Street

In a similar vein, (i.e. not speaking to the specifics of the lease agreement) some of those making submissions saw an opportunity to revisit the issue of the temporary closure of Jarrad Street – as summarised in the table below.

JARRAD ST	Number	Argument/s
Jarrad Street to be re-opened	34	Will improve public access to the beach. Current closure has caused a disruption to traffic flow. Rights of public access have been eroded.
Jarrad Street to be permanently closed	16	To ensure public safety.
Jarrad Street closure has not disrupted traffic	6	No evidence to support the argument that the closure of Jarrad Street has disrupted traffic.

The draft lease agreement currently permits the golf club to close Jarrad Street on days and times that are prescribed by the Town of Cottesloe (clause 12.12).

Unless there is any great enthusiasm within Council to revisit the issue of the closure of Jarrad Street, it is suggested that clause 12.2 remain as is. The clause, as currently drafted, leaves open the option of reverting to previous closure arrangements.

Land Use

Restrictions on public access to the golf course was a dominant issue for many of the submissions. Despite redrafting the lease in early December and removing constraints on public access to the reserves, submissions continued to be received seeking the removal of any limits on public access.

The draft lease is now silent on the matter of public access. Several submissions requested the insertion of clauses that enshrined public access. This may be problematical. Such clauses may increase the potential for the Council to be joined in the defence a contributory negligence action in the event that someone is struck by a golf ball.

I believe that the lease should continue to remain silent on the question of public access while the public liability environment continues to evolve. In tune with an evolving public liability environment, public access issues can be addressed more pragmatically through the Management Plan - as provided for in the draft lease agreement.

A substantial number of submissions viewed the golf course as a significant community asset that should be protected. In the absence of such protection, it was felt that the land would come under pressure from would-be land developers.

Several submissions advocated an examination of alternative uses for the golf course land but only a few enumerated what those uses might be.

Given that Council has resolved to renew the lease and given that the golf course is seen by the majority as a highly-valued community asset, an investigation of alternative uses of the land is not supported as a realistic proposition.

The following table summarises the arguments on land use. Please note that one of the submissions was a petition with 285 signatures that has already been received by Council.

LAND USE	Number	Argument/s
Public access to be allowed	285	Petitioners
Community asset /scenic area	89	SVGC is a well-maintained sporting venue and provides ocean views for residents and visitors alike.
Public access to be allowed	40	This is a public right that should not be allowed to disappear for a select few.
Investigate alternative uses for the reserves	22	Alternative uses for the reserve should be investigated by Council. The reserves are for the enjoyment of <u>all</u> community members.
No developers	21	A golf course is much preferred to land developed for housing.
Limit the development of the clubrooms	3	The club has a small membership – additional development is not required.

Lease Term & Rent

The majority of submissions favoured a 21 year lease agreement. As previously advised, 21 years is the prevailing standard for lease agreements between local governments and sporting organisations.

Arguments for a shorter lease period were not clearly articulated but seemed to hinge around future opportunities to convert the golf course land to some higher, but as yet undefined, purpose and/or a desire to exercise greater control over golf club affairs in terms of drafting new lease agreements on a regular basis. Others argued that things needed to be put in order/investigated before a longer term lease could be agreed to.

Quite a few of those who made submissions saw the absence of any rental figure as being fundamentally wrong.

The draft lease agreement envisages the substitution of Council rates for rent which would almost double current cash returns to Council (\$4,701pa to \$8,432pa). For many, the economic return was still seen to be too low. Several submissions suggested that the rental figure should be tied to a percentage of the club's gross turnover.

The new "rating" arrangement is supported on the basis that:

- (1) it increases the economic return to Council and the community;
- (2) it "normalises" the golf club as a ratepayer;
- (3) it puts some logic behind natural increases from year to year based on land values; and
- (4) it eliminates the lack of rhyme or reason behind current rental figures.

If the rating proposal is to remain intact, then there is an argument for revising the relevant clause in the lease so that it specifically prevents the Council from providing rate relief to the Golf Club using powers granted to Council under the Local Government Act.

This will lessen any air of uncertainty about future Councils succumbing to pressure from the golf club to reduce the rate return to the community from the Golf Club.

As an aside, the current gross rental value figure supplied for the golf course by the Valuer General is \$115,000. In other words, if the golf club was a going concern, then in the Valuer General's view a fair rental figure for the course is considered to be \$115,000 per annum.

LEASE TERM & RENT	Number	Argument/s
Lease term to be 21 years	164	Supporters stated that a 21 year lease term (or maximum lease term) is important for the financial stability of the club and to ensure continuing membership. A long-term lease protects the land from would-be developers.
Rent too low	61	Rent amount does not reflect the true value of the land. Why should ratepayers who are non-SVGC members subsidise the rent?
Lease term to be 10 years or less	44	
Lease too long	35	
Lease term to be 5 years or less	9	The golf club needs to be kept in regular check.
No rent should be payable given costs already incurred.	2	Residents get to enjoy an asset at no cost.

Management Plan

The following table shows that a significant number of people were concerned about groundwater use issues. At the simplest level, issues relating to groundwater use will be resolved if, as and when the Department of Environment approves the installation of an additional bore.

Many of those who made submissions were of the view that the golf club is properly managing water and environmental issues. Further, that because of historically sound management practices, there is no need for a management plan.

The proposed management plan gives Council an ongoing power to "call the tune" in terms of how the reserves are managed by the Sea View Golf Club during the life of the lease agreement. A significant number of those who made submissions were opposed to an imposed or an unfair management plan and sought arbitration or mediation clauses to overcome differences of opinion with a potentially "hostile" Council.

I am opposed to the insertion of arbitration clauses into the draft lease agreement in order to resolve potential disputes between Council and the golf club. The accent should be on cementing a co-operative working relationship rather than adopting adversarial positions each time the management plan comes up for review.

The use of an outside arbitrator may institutionalise an adversarial relationship between the Council and the club. Nevertheless Council may like to seek legal advice on the matter.

Alternatively, Council could consider the insertion of a reasonability test in terms of introducing “other issues” into the proposed management plan from time to time.

Some submissions argued that in the interests of transparency, the management plan details should be spelt out in the lease document itself.

As Council has already resolved that the management plan must be in place before the lease is signed, the possibility of incorporating the actual management plan into the lease document would seem to be remote. Furthermore, it is not supported because the management plan is meant to be an evolving working document.

There has been some discussion amongst the major stakeholders about reducing the length of the lease term in exchange for reducing the frequency of need to revisit the management plan from time to time.

I do not support this. I see the proposed management plan as a working document that is open to frequent and minor enhancements as times change. Blowing the dust off a management plan every 5 to 7 years is only likely to encourage an adversarial approach to the management of the reserves – particularly as the executive of the golf club and the Council are likely to change in the intervening period.

MANAGEMENT PLAN	Number	Argument/s
Groundwater use concerns	73	Concern over the amount of groundwater used on the course. Detailed data to be collected by Council and analysis to be presented to community for consideration prior to lease being signed.
Water/environmental issues are well managed	72	The golf course is a credit to the management of the SVGC.
Management plan made public and signed before lease signed	57	It will be all too late if the lease is signed first.
Object to imposed or unfair management plan	42	Council has all the power and it may be used unfairly by a “hostile” Council.
Support for a management plan agreed to by both parties	42	A management plan is a good initiative – provided it is agreed upon in a fair manner.
Management plan to include an arbitration clause	36	An arbitration/mediation clause should be included in the event of a “hostile” Council being elected.

Object to management plan	32	The golf course is already well-managed. There is no need for a management plan.
Management plan to be reviewed 5-7 yearly	16	There is no need for a 3 yearly review. 5–7 years would be sufficient.
Environmental concerns	11	Concern that the SVGC is not managing the reserve in the best environmental manner.

Safety

The issue of wayward golf balls being struck across Jarrad Street and onto the Pearse Street road reserve was seen as an issue that needs to be addressed prior to the signing of the lease. Several submissions argued that the golf course should be redesigned to eliminate the hazards. It was argued that the lease agreement did not address these issues properly.

The proposed management plan (clause 13.1) provides for "...appropriate measures to be undertaken by the Lessee with a view to minimising danger and harm to the public by golf balls which are struck over Jarrad Street and golf balls which may be struck onto or over Marine Parade, Forrest Street, Pearse Street, Cottesloe Oval, Harvey Field, and Seaview Kindergarten..."

In drafting the lease agreement, clauses relating to public liability insurance arrangements have been referred to Council's insurers and the golf club's insurers. Council's insurers are satisfied with the draft clauses and it is understood that the golf club's insurers are similarly satisfied.

SAFETY	Number	Argument/s
Safety and/or liability concerns	49	There are no proposals in the lease that deal with wayward balls struck onto Harvey Field and Marine Parade. Course needs to be redesigned. Public liability issues to rest entirely with SVGC – not the Town of Cottesloe.
Public safety measures have been implemented	26	Closure of Jarrad St and realignment of tees.
Redesign the golf course layout	2	The only realistic way to reduce safety hazards.
Publish a safe access map	1	Will improve relationships amongst users.

Other

Other issues that rate a mention are summarised in the following table.

OTHER	Number	Argument/s
Enforceable penalties for non-compliance	3	The golf club will only act responsibly under threat of legal penalty.
Why restrict plantings to indigenous plants?	2	Norfolk Island pines are apart of Cottesloe. If they die do we really

		want to replace them with native species?
Cottesloe environment should not be threatened by golfers who are non-Cottesloe residents.	1	
Domestic animals (dogs) should not be allowed on the golf course.	1	This will reduce the potential for conflict users of the reserve.
Council to have the right to excise land from the lease	1	Not stated
Limit the legal costs for golf club	1	Not stated
Requirement to replace electric light bulbs is strange/unrealistic.	1	What does this bode for the future – particularly with a hostile Council?
“Quiet Enjoyment” clause is too vague.	1	Open to different interpretations.
Public needs a “Quiet Enjoyment” clause as well.	1	Lease doesn’t properly define the rights of the public.
Golfing activities to be better defined.	1	Drinking and gambling are more akin to the operations of a casino.
Concern that the club is not paying its Council bills on time.	1	How can a new lease be considered if the old one is being breached?

Specific Clauses

Six of the submissions spoke to specific clauses within the lease agreement and these submissions are treated in greater detail in the following analysis.

The Jarrad Street “A” Class Reserves Review Group made two submissions. I have been advised that the most recent submission reflects most accurately the current views of the group and consequently my comments are confined to that submission alone.

Clause	Jarrad Street “A” Class Reserves Review Group (Inc) comments	CEO’s comments
Term Schedule 2.	21 years is not practical. The needs and requirements of the Town and the availability of water 10 years hence cannot be forecast. It may not be economically possible for the Club to continue operating a golf course in such a restricted space in a residential suburb. The Club’s application for a lease of 21 years made in June 2002 said the Club was preparing a strategic plan that would involve major redevelopment of the clubhouse and other club facilities. Long term finance would be required and this could only be arranged if the Club has a long term lease.	Not supported. See comments under the sub heading of Lease Term & Rent above.

	<p>The Council must know what developments are contemplated in the Strategic Plan before it decides if a long-term lease is necessary. Are the developments contemplated appropriate for the site? A 10 year term with "intent" by Council to extend by a further 5 years is one suggestion. Alternative "terms" are being discussed.</p>	
<p>5.</p>	<p>"No rent" should be deleted and "Rent" reinstated. No explanation has been given for making the Reserves rateable and the Club to pay rates instead of the existing method of a Rent and no Rates. What has been the pattern of rateable values and Rates payable for prime sea front property in Cottesloe over the last 15 years? Have they kept pace with inflation? Could they be reduced? If based on a rateable value the Council would not be able to effect a "rent" review justified by changing circumstances. If it is decided that the "rates basis" is best for the Town, the Rent clause could say that the annual rent should be assessed at a figure calculated as if the Club paid rates (including the Emergency Services Levy). It should be based on a rateable value assessed by the Valuer General on the rate review dates effective in Cottesloe. There should be the same provision for a Rent review every 5 years as in the current lease. The current rent is about \$4,500 p.a. The suggested Rates would be approx \$8,500 p.a. A 3 bedroom house in South Cottesloe would rent for \$25,000. The rent for 19 hectares of prime land must be well in excess of that.</p>	<p>Not supported. See comments under the heading of Lease Term & Rent above. Explanation for implementing a rates regime provided in the MINUTES for Council's November 2003 meeting. Valuations used for rating purposes for all land in Cottesloe are updated every three years. The valuations are directly related to land sales/rentals. Current gross rental value of the golf course is \$115,000. Comparisons with other land uses are not appropriate.</p>
<p>13. Management Plan</p>	<p>The Management Plan must be agreed in detail and signed by both parties before the lease is</p>	<p>Agreed to by Council at its November 2003 meeting.</p>

	<p>signed.</p> <p>It can be a separate document as a schedule to the lease.</p> <p>The lease should be worded so that non-compliance with the Management Plan would be considered a fundamental breach of the lease.</p>	<p>Clause 13.2 deals with this issue.</p> <p>A breach is a breach and any breach puts the lessor in default of the lease agreement.</p>
1. Definitions	"Insured Risk". After 'impact by vehicles' insert 'and golf balls'.	Not supported. "Insured Risk" relates to clause 17.3 only.
4.3	After 'the Lessees consent' insert 'which shall not be unreasonably be withheld'.	<p>Potentially supported.</p> <p>Further clarification is required from Council's legal advisers on this matter.</p>
6.1(a)	Include Emergency Services Levy in the appropriate subsection.	<p>Potentially supported.</p> <p>Further advice is required from Council's legal advisers on an appropriate wording.</p>
10.1(a)	Delete 'regular'. Insert after 'watering' 'as necessary for the upkeep of the Heritage listed <i>remnant</i> links course'.	Not supported in the absence of an explanation. Seems to argue for a reversion to an older-style golf course layout with less watering.
10.2	No change required but 'safety fencing' to be included in the Management Plan.	No comment required.
11.	There must be height and dimension limits set on the building. It should be limited to single storey and the same floor area as at present. If the building is to be demolished it should be re-located adjacent to Forrest Street.	<p>Not supported.</p> <p>The lease is not intended to fetter the golf club in using the golf course for golfing activities.</p>
11.1	Insert 'Club House' after 'Golf Course'.	<p>Not supported.</p> <p>The definition of "Golf Course" already encompasses the club house. No change required.</p>
12.10	After Lessor add the words 'and the Heritage Council'.	<p>Not supported.</p> <p>Clause 12.5 already imposes a requirement to comply with statutes.</p>
12.12	Line 2 - delete 'will'. Insert 'may'.	<p>Not supported.</p> <p>If the days and times are already prescribed then there is no capacity to exercise discretion.</p>
13.1(a)(1)	Delete 'after'. Insert 'before'.	<p>Not supported.</p> <p>It is not possible to have a lease agreement which imposes retrospective obligations.</p>

		Nevertheless sub clause 13.1 (a) (1) needs to be reworked subject to further legal advice.
13.1(a)(2)	Delete '3'. Insert '5'. Delete 'of' and insert 'prior to'.	Not supported. See comments above under the sub heading of Management Plan .
13.1(b)(1)	Delete 'may at the discretion of the Lessor' and insert 'must'.	Supported but the relevant word is "shall" not "must".
13.1(c)	Delete 'is to address' and insert 'is to define specifications and policies to ensure'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
13.1(c)(3)	After 'appropriate' insert 'or as required by the Lessor'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording
13.1(c)(4)	After 'appropriate measures' insert 'to the satisfaction of the Council'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
13.1(c)(5)	Insert after 'walls' 'proposed by the Council or the Club'.	Not supported. Unnecessarily limits those who can make proposals.
13.1(c)(6)	Delete in full. Replace with 'Management practices agreed with the Council for the safe use and preservation of the aquifer beneath or adjacent to the course'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
15(a)	Line 2 change 'a' to 'an' and insert 'A Class' before 'Reserves'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
16.1	Contaminant. After 'means' insert 'salt water intrusion or'.	Not supported. This clause specifically relates to compliance with environmental laws. It is not meant to capture other environmental considerations.
16.2(d)	Before 'notice' insert 'written'.	Not supported. Already taken care of by clause 32.1
17.2	Delete all words after 'for any one claim' and insert 'which amount shall be subject to review by the Lessor at 2 yearly intervals throughout the term' See clause 3(a)(ii)(C)(k) in existing lease.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
17.8	After 'insure' in the first line add 'the the amounts and conditions determined in Clause 17.2'.	Not supported. Unnecessarily limits insurance coverage.
	After 'emergency' insert 'immediately'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
Schedule (5)	Because of the General Indemnity Clause 18.4 Council must consider whether \$10M cover is sufficient.	Council's insurers are of the view that \$10m cover is sufficient for the time being.

Clause	Andrew Thompson's comments	CEO's comments
4.1	The rights under paragraph (d) are too wide and should be deleted or qualified.	This clause is intended to protect the wider public interest. Nevertheless it could be qualified subject to further legal advice.
6.1(7)	This is open ended and a cost over which the Club has no control. This should be limited or qualified in some way.	Not supported. This clause is intended to recover the cost of any additional insurance premium arising from the lease of land to the SVGC. Currently there is no additional premium – but things may change. The clause should remain as is.
6.1(8)	This has the effect of requiring the Club to pay any levy that may be imposed by the Council. Modify to exclude levies imposed by the Council.	Not supported. This clause simply passes levy costs on. It does not give Council a general right to impose levies.
8(a)(i)	The Club will need to incur its own legal costs in the review and preparation of the lease. Each party should bear its own legal costs or the Club's contribution to the Council's legal costs should be capped at a reasonable dollar figure.	Not supported. It has already been agreed that the golf club will bear all legal costs.
10.1(a)	There should be an amendment to acknowledge that 'watering' necessarily involves making and operating water bores.	Not supported. Not relevant to the purpose of the clause.
10.2	What are the 'Lessor's Fixtures' and the Clubs obligation to replace any of the 'Lessor's Fixtures', which cannot be repaired, may be too onerous. Clarify meaning and commercial effect.	Not supported. As there are none, this clause is not too onerous. As there may be some (at a later date) the clause should remain unaltered.
12.6	Some opponents have claimed that the use of the land as a golf course is per se an activity which causes 'nuisance, damage or disturbance'. Accordingly, add at end the expression 'but it is expressly acknowledged that the use of the Golf Course referred to in clause 12.1 is permitted'.	Not supported. The existence of the lease in itself confers a right of use on the golf club.
12.10	This might limit advertising for corporate sponsored golf days. Accordingly, after 'advertisement' insert '(other than in connection with	Not supported. This is a standard clause and should not be deleted or amended as Council must retain control over advertising.

	sponsored golfing tournaments)'. golfing	
12.11(c)	Appears to repeat 10.3 but the provisions are consistent.	Supported.
12.12	<p>There should also be an acknowledgment that the Council has a duty of care in these matters. Since it will be liable for damage or injury caused to motorists and their vehicles by permitting them to traverse Jarrad Street during playing times a clause should be added to 12.12:</p> <p>'For so long as and during any times that the Lessor in its capacity as the local government aforesaid does not permit the Lessee to close Jarrad Street, Cottesloe between the points aforesaid on any days and at times when the Golf Course is open for play, the Lessor shall, at its own expense, take and maintain all reasonable measures to caution third party motorists of the risks to their person and property of using Jarrad Street, Cottesloe during those times, including a warning that such motorists proceed at their own risk in so using Jarrad Street, Cottesloe'.</p>	<p>Not supported.</p> <p>The lease does not and cannot confer any obligations in terms of the right to play golf across Jarrad Street.</p>
13.1(c)	<p>There should be an acknowledgment of the benefits of the golf course to the amenity of the area e.g.: the Management Plan might also consider:</p> <p>'measures to increase and improve the amenity of the Golf Course and adjacent areas through the continuing improvement and development of the building, plants, fairways and greens forming part of the golf course'.</p>	<p>Supported subject to a full stop being inserted after the word "areas".</p> <p>By way of explanation, the means by which improvements are obtained is not material to the overall purpose of the clause.</p>
13.1(c)(4)	These measures might not be limited to matters 'to be undertaken by the Lessee'. For example, an appropriate measure might be that the government revoke the Jarrad	<p>Not supported.</p> <p>As previously stated the lease does not and cannot confer any obligations in terms of the right to play golf across Jarrad Street.</p>

	Street road reservation and vest the road land in the Council. Therefore suggest deletion of 'by the Lessee'.	
13.1(c)(7)	A reasonableness test should be included.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
13.1(d)	3 months is too short – suggest at least 4 months. Also, there needs to be a dispute resolution process if the Management Plan is considered by the Club to be unreasonable.	Not supported. Three months is fine. Dispute resolution process not recommended (see comments above under the sub heading of Management Plan).
13.1(e)	Again a dispute resolution process is required.	ditto
13.3(new clause)	Generally the Management Plan must not derogate from the permitted purpose of the lease. Accordingly, add a new clause (similar to clause 4.3): 'The Management Plan may not contain provisions which substantially and permanently derogate from the Lessee's Rights'.	Not supported. This is already taken care of by clause 3 which relates to quiet enjoyment.
14.1(d)	What is intended by this provision – e.g.: does this allow the Council to enter the Golf Club's grounds and hold public meetings or rallies. Should be deleted. If not deleted then 'interested persons' should be replaced with 'Permitted Persons'.	Not supported. Deletion or amendment of this clause is not practicable. Circumstances may arise where persons from other agencies may need to view the golf course in company with the lessor.
16.1	These provisions would best be located in the Management Plan. If they are to remain in the Lease then: (a) in clause 16.1 amend definition of 'Containment' by adding: "and for avoidance of doubt does not include the chemicals or inflammable substances referred to in the exception to clause 12.8"; (b) in clause 16.2(d)(2) add 'which has not been finally resolved, or discontinued, or	Not supported. Both the lessee and the lessor are bound by the laws of the land and this cannot be undone by that which is proposed. In other words, this clause simply makes it clear that laws are there to be obeyed and shall be obeyed.

	<p>disposed of within 21 days from the date of the filing or commencement' in order to distinguish between mischievous or frivolous complaints/proceedings and substantive or real ones; and (c) in clause 16.2(e) there should be some trigger or threshold test that needs to occur/be passed before these requests can be made. Accordingly, add 'where the Lessor acting reasonably has formed the view that it is probable that a particular conduct or activity on the Golf Course may contravene an Authorisation relating to the Golf Course, written notice of which, with full details, first having been given to he Lessee,' at the start of the sub clause.</p>	
<p>17.2</p>	<p>The reference to 'any higher amount required by the Lessor from time to time' is unreasonable. Apart from exposing the Club to an unknown contingent liability, it may also be impossible for the Club to secure insurance for increased public liability amounts. The expression should be deleted.</p> <p>If it is to remain then there should be an acknowledgement that increased cover may not be obtainable and if it is, the cost must be shared by the parties in proportions to be agreed.</p>	<p>Not supported.</p> <p>The Town of Cottesloe takes its advice on appropriate levels of public liability insurance from its own insurers and must take cognisance of that advice.</p> <p>Nevertheless this clause could be reworded to say as much.</p> <p>Cost sharing is to be avoided at all costs as it may unwittingly join the Council in any legal action arising from a negligent act by the golf club.</p>
<p>17.3</p>	<p>This refers to the defined expression "Insured Risk". That definition includes "any other risk which the Lessor notifies the Lessee of". This is too open-ended and exposes the Club to an unknown contingent liability. The expression should be deleted from the definition of "Insured Risk".</p>	<p>Not supported.</p> <p>Given the length of the lease agreement, the capacity to deal with insurances for as yet unidentified future risks must be written in to the lease.</p>
<p>17.10 (new clause)</p>	<p>Since the Council is liable for damage or injury to third party motorists whilst it permits Jarrad Street to remain open, the</p>	<p>Not supported.</p> <p>As previously stated the lease does not and cannot confer any obligations</p>

	<p>Council should be obliged, at its expense, to also effect public liability insurance against this risk. This would then coincide with the reference in clause 18.4(c) to the Lessor effecting insurance under this Document.</p> <p>The Club should be included on this policy as a co-insured, with waivers of subrogation included.</p>	<p>in terms of the right to play golf across Jarrad Street.</p>
18.3	<p>This is inconsistent with the principle that members of the public may enter on the land under clause 15. Members of the public are not by law permitted to enter on a freeholder's land. They are trespassers if they do. A freeholder owes a lesser duty of care to a trespasser than to an invitee. This is because the freeholder has no control over the actions or activities of a trespasser. Similarly, the Club has no control over the actions or activities of a member of the public e.g.: entering at night and falling into a bunker and breaking a leg.</p> <p>It should be acknowledged that for the purposes of this clause, a member of the public is akin to a trespasser. Therefore add:</p> <p>'and for the purposes of the foregoing, a member of the public entering the Land as referred to in clause 15 is deemed equivalent to a trespasser.'</p>	<p>Potentially supported.</p> <p>Further clarification is required from Council's legal advisers on this matter.</p>
18.4(c)	<p>Add at end 'acts or omissions (negligent or otherwise)'.</p>	<p>Not supported in the absence of further clarification.</p>
18.5 (new clause)	<p>There needs to be an indemnity in favour of the Club against losses incurred by third party motorists using Jarrad Street whilst the Council permits it to be open. Include new clause:</p> <p>'The Lessor indemnifies the Lessee against all loss, damage or expense which the Lessee</p>	<p>Not supported.</p> <p>As previously stated the lease does not and cannot confer any obligations in terms of the right to play golf across Jarrad Street.</p>

	suffers or incurs arising directly or indirectly due to death, bodily injury to or loss or damage to the property of third party motorists and their passengers using Jarrad Street, Cottesloe on days and at times that the Golf Course is open for play, and the Lessor permits Jarrad Street, Cottesloe to remain open'.	
20.4 (new clause)	Add new clause that puts beyond doubt that the Club is not liable for damage caused to third party motorists using Jarrad Street at times when the Council permits it to be open: 'The Lessee will not be liable for loss, damage or injury to any third party motorists, their passengers or property using Jarrad Street, Cottesloe on days or at times that the Lessor permits the street to remain open'.	Ditto.
21	This should be made reciprocal since the Council is liable for deaths or injuries suffered on Jarrad Street, whilst they permit it to remain open.	Ditto.
24.1(a)(6), (7) and (8)	These are too onerous and may be unrelated to the issue of the solvency of the Club. For example, the Club may have a ride-on mower on a lease or hire purchase arrangement and inadvertently misses a payment, causing an over zealous lessor or finance company to retake possession. Such events should not be an Event of Default entitling the Council to terminate the Lease. They should be deleted or modified.	Potentially supported. Further clarification is required from Council's legal advisers on this matter.
24.1(a)(9) and (10)	The references to the Corporations Act 2001 are inappropriate and should be deleted.	Potentially supported. Further clarification is required from Council's legal advisers on this matter.
24.2	Re-entry and termination without notice is unreasonable. A period of 90 days following notice should be permitted for any Events of Default to be	Potentially supported. Further clarification is required from Council's legal advisers on this matter.

	remedied, after which the rights of re-entry and termination can be exercised. There should also be a dispute resolution process available where there is genuine dispute as to whether or not an Event of Default has occurred.	Dispute resolution process not required given that legal remedies are likely to be invoked should such a scenario develop.
24.4(c)(i)	Correct the typo.	Supported
27.4(a)	There is no clause 28.1; correct reference should be to 27.3.	Supported

Clause	Brian Nockolds' comments	CEO's comments
Definitions	Plant and equipment – should “lessor” be “lessee”? Is all plant and equipment bought and leased by the Golf Club owned by the council?	No to both questions.
6.1(a) (1)	Future Councils could levy any rate they wished on the Golf Club, which would be in the nature of rent. Is this the intended outcome?	No. It is intended that the relevant clause be amended so that no rate relief can be provided to the SVGC by the Council.
6.1(b) (2)	Why 10 days for a claim, 30 days would be normal.	Potentially supported. Further advice is required from Council's legal advisers.
8.	Should the Golf Club pay all the Council's legal fees?	Yes.
10.1(b)(1)B	Replacing non-indigenous plants with indigenous plants is OK for trees and major shrubs, but what about ordinary gardening beautification – what no annuals?	This is not a significant issue for Council or the golf club.
10.1(b)(1)B	The amenity of nearby residents' views should be considered by the Club in managing the trees and shrubs of the grounds.	Supported and can be addressed under recommended changes to clause 13.1(c) – see Andrew Thomson's comments above.
12.11(c)	Why should not the Golf Club be able to remove rubbish?	It can under the terms of the draft lease agreement.

Clause	Bryn, Dianne and Craig Martin's comments	CEO's comments
11.1(a)	It would appear to be unreasonable to require the Lessee to seek the Lessors prior written consent to deal with its plant and equipment. Normal business practice is to replace	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.

	old, outdated and uneconomical plan and it is a requirement on the Lessee to maintain the area (clause 10.1) and there is an obligation (clause 10.2(c) for the Lessee to replace plant it cannot maintain by repair. A requirement to see prior written approval to comply with an obligation in the lease is if not unreasonable at least a touch silly.	
13.1(c) 7	Allows this or any future council to include any other issue in a management plan. There is a perception by some people that current Councillors are pro golf club and would act in a manner that may favour the golf club. Equally any future Councillors may be anti golf club and try to use the management plan to inconvenience the golf club. We believe the wording should be changed to read 'other reasonable and relevant issues agreed between the Lessor and the Lessee'. In the event of agreement not being reached a dispute resolution procedure, or arbitration should apply.	Not supported. See comments under the sub heading of Management Plan above.
13.1(e)	Our comments relating to dispute resolution apply. We believe it is inappropriate for parties other than the Lessor and Lessee to determine issues related to the lease and question the lack of 'privacy of contract'.	Not supported. The golf course is a community asset leased to a community organisation. The lease is not meant to represent a typical commercial arrangement.
17.6	Imposes an obligation on the Lessee to provide certain documents. It also creates an implied obligation on Council to retain those documents. We believe there may be two issues to consider. The first is the Lessee may not wish to provide its original documents and suggest that copies of those documents would be sufficient. The second is that in our experience the annual submission of such documents only creates unnecessary work for both parties. Perhaps the	Not supported. The Town of Cottesloe must be satisfied that appropriate insurances are in place.

	clause could be amended to read 'The Lessee must if requested by the Lessor.' This would allow Council to satisfy itself at any time as to the currency and adequacy of insurance without generating unnecessary work and potentially additional costs to be borne by ratepayers.	
18.5	Appears to encompass flood water from storms. If this is correct perhaps an exception should be provided.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
28	Should acknowledge and accept any arrangement existing at the commencement of the lease, between the Lessee and the operator of the Golf Professional's shop.	Not supported. The clause already places an obligation on the lessor to act reasonably in terms of sub-letting the premises.

Clause	Sea View Golf Club's comments	CEO's comments
1	The definition of Lessee's Covenants is too broad. Covenants should only be those in the lease or imposed by law on the Lessee, not on 'any person other than the Lessor'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
4.3	Easements. Council should not be permitted to do anything which substantially OR permanently derogates from the Lessee's Rights. (The word 'and' should be replaced with 'or').	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
6.1	Clause references in 6.1(a)(2) and 6.1(a)(5) need correcting.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
6.2	Outgoings – both references to 'outgoings' should have a capital 'O'.	Supported.
7	GST. The clause should say that the supplier must issue a tax invoice no later than 7 days <u>before</u> payment is required. Payment should be conditional upon a valid tax invoice being issued. Suggest (d) be amended to read:	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.

	<p>'The supplier must issue a tax invoice to the recipient of a supply to which sub clause (c) applies no later than 7 days before payment of the GST inclusive consideration for that supply is due under that clause. The recipient's obligation to pay is conditional upon it first receiving a valid tax invoice from the supplier in accordance with this sub clause (d)'.</p>	
9	<p>Interest. The Club has only 7 days grace for late payments. After that, interest will apply from the due date to the date of actual payment.</p> <p>This seems unnecessary, bearing in mind that the Club is not required to pay rent. It will also be administratively cumbersome – to pay the correct amount, the Club would have to calculate the amount of interest exactly to the date of payment. Thirty days grace would be more reasonable.</p>	<p>Potentially supported.</p> <p>Further advice is required from Council's legal advisers on an appropriate wording.</p>
14.2	<p>Entry by Lessor. Council can send workmen onto the golf course on prior notice. Add that the Lessor must use its reasonable endeavours to minimise disruption to golfers on the golf course.</p>	<p>Potentially supported.</p> <p>Further advice is required from Council's legal advisers on an appropriate wording.</p>
16.2(d)	<p>Environmental. Club must notify Council immediately on becoming aware of contaminants, environmental notices etc. 'Immediate' is impractical. Suggest replace this with 'give to the Lessor notice <u>as soon as reasonably practical after</u> becoming aware of ...'</p>	<p>Not supported.</p> <p>The Council has public interest obligations to fulfil in terms of knowing what happens on its own land – particularly in relation to environmentally sensitive issues.</p>
17.2	<p>Insurance. Council can require Club to increase its level of cover for public liability insurance at any time. Council must be required to justify any requirement to increase the level of cover, by given written reasons to the Club.</p>	<p>Not supported.</p> <p>The Town of Cottesloe takes its advice on appropriate levels of public liability insurance from its own insurers and must take cognisance of that advice.</p> <p>Nevertheless the clause could be reworded to say as much.</p>
17.6	<p>Club must provide details of its</p>	<p>Not supported.</p>

	insurance to Council. This should be qualified to say that 'so long as the Lessee is not prevented from doing so by the insurer'. Some insurers prevent you from disclosing the terms of an insurance policy without the insurer's consent.	As the landlord, Council must be assured that appropriate policies are in place.
21	Reporting. This clause is too broad (and appears to be missing a word). Suggest amending to read 'The Lessee must report promptly to the Lessor in writing any matter which causes or is likely to cause death or injury of a person who is using the Golf Course or on the Land'.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
26.2	Termination. Make good obligation should be amended to say 'to the <u>reasonable</u> satisfaction of the Lessor'.	Not supported. Damage is damage. The community should not be expected to pay for damage incurred by others.
27.4	Damages. There is a typo in (a) – 28.3 should be 27.3.	Potentially supported. Further advice is required from Council's legal advisers on an appropriate wording.
32.1	Notices. Should also specify 'marked for the attention of the Chief Executive Officer' in the case of notices to the Lessor, and 'marked for the attention of the Club President' in the case of the Lessee.	Not supported. The lease is an agreement between two organisations – not two individuals whose availability is not always guaranteed.

VOTING

Simple Majority

COMMITTEE COMMENT

Nil.

DECLARATIONS OF IMPARTIALITY

In accordance with the provisions of Clause 1.3 of the Town of Cottesloe's Code of Conduct, Councillors Morgan, Strzina and Furlong made declarations of impartiality insofar as they were members of the Sea View Golf Club.

DISCLOSURE OF PROXIMITY INTEREST

Cr Morgan declared a proximity interest insofar as he, in conjunction with several other strata unit owners, owned a small piece of land adjacent to the golf course at No. 1 Pearse Street. Cr Morgan left the room at 8.47pm.

Moved Cr Strzina, seconded Cr Furlong that pursuant to S5.68(1) of the Local Government Act the disclosure of interest be deemed insignificant and that Cr Morgan be allowed to participate fully in the discussion and decision making in relation to the agenda item.

Carried 8/0

Cr Morgan returned to the room at 8.38pm.

Cr Furlong left the room at 7.44pm and returned at 7.45pm.

OFFICER RECOMMENDATION

1. That the CEO seek further legal advice on supported or potentially supported changes to the draft lease agreement as identified in the STAFF COMMENT section of this agenda item with a view to presenting a lease agreement to Council for formal adoption;
2. That when seeking further legal advice the following matters be added/deleted: (Council to list)
3. That prior to formal adoption, the lease agreement be referred to the Sea View Golf Club advising of the amendments arising from the community consultation process and seeking final comment.

AMENDMENT

Moved Cr Morgan, seconded Cr Cunningham

That when seeking further legal advice the following matters be added:

Comments of Andrew Thompson regarding:

- Clause 6.1(7) on the basis that this clause be qualified so as to exclude the cost of any insurance taken out by the Lessor for risks arising from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the golf course at times during the day when the course is open for play.
- Clause 12.12 on the basis that:
A new clause to the following effect be added to clause 12.12:
For so long as and during any times that the Lessor in its local government capacity does not permit the Lessee to close Jarrad Street where it traverses the golf course at times during the day when the course is open for play, the Lessor shall at its own expense take and maintain all reasonable measures to caution third party motorists of the risks to person and property of using that part of Jarrad Street and shall also be responsible to insure against such risks and to indemnify the Lessee in respect to such risks.

A new clause 18.4(f) be added to exclude the Lessee from having to indemnify the Lessor for risks to person and property from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the course at times during the day when the course is open for play.

- Clause 13.1(c)(4)
- Clauses 13.1(d) & (e) on the basis that:

The preamble to clause 13.1(c) should (somewhat similarly to changes mooted by the Jarrad Street A Class Reserve Group) be changed to read:
The Management Plan is to define reasonable specifications and reasonable policies to address the following.

An arbitration clause be included to resolve any dispute between the Lessor and the Lessee as regards the reasonableness of any contentious provision of a new draft management plan (other than the initial management plan which must be agreed prior to the Lease being executed).

- Clause 13.3 (new clause).
- Clause 17.10 (new clause).
- Clause 18.5.
- Clause 20.4.
- Clause 21.

COMMITTEE RECOMMENDATION

- (1) That the CEO seek further legal advice on supported or potentially supported changes to the draft lease agreement as identified in the STAFF COMMENT section of this agenda item with a view to presenting a lease agreement to Council for formal adoption;
- (2) That when seeking further legal advice the following matters be added:
 - Clause 6.1(7) on the basis that this clause be qualified so as to exclude the cost of any insurance taken out by the Lessor for risks arising from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the golf course at times during the day when the course is open for play.
 - Clause 12.12 on the basis that:
A new clause to the following effect be added to clause 12.12:
For so long as and during any times that the Lessor in its local government capacity does not permit the Lessee to close Jarrad Street where it traverses the golf course at times during the day when the course is open for play, the Lessor shall at its own expense take and maintain all reasonable measures to caution third party motorists of the risks to person and property of using that part of Jarrad Street and shall also be responsible to insure against such risks and to indemnify the Lessee in respect to such risks.

A new clause 18.4(f) be added to exclude the Lessee from having to indemnify the Lessor for risks to person and property from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the course at times during the day when the course is open for play.

- Clause 13.1(c)(4)
- Clauses 13.1(d) & (e) on the basis that:
The preamble to clause 13.1(c) should (somewhat similarly to changes mooted by the Jarrad Street A Class Reserve Group) be changed to read:
The Management Plan is to define reasonable specifications and reasonable policies to address the following.

An arbitration clause be included to resolve any dispute between the Lessor and the Lessee as regards the reasonableness of any contentious provision of a new draft management plan (other than the initial management plan which must be agreed prior to the Lease being executed).

- Clause 13.3 (new clause).
 - Clause 17.10 (new clause).
 - Clause 18.5.
 - Clause 20.4.
 - Clause 21.
- (3) That prior to formal adoption, the lease agreement be referred to the Sea View Golf Club advising of the amendments arising from the community consultation process and seeking final comment;
- (4) That the amended lease agreement be represented to Council and tabled for a period of up to a month to facilitate further public consultation prior to final acceptance by Council.

AMENDMENT

Moved Cr Utting, seconded Cr Miller

That the following be deleted from the Committee Recommendation:

- (2) That when seeking further legal advice the following matters be added:
- Clause 6.1(7) on the basis that this clause be qualified so as to exclude the cost of any insurance taken out by the Lessor for risks arising from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the golf course at times during the day when the course is open for play.
 - Clause 12.12 on the basis that:
A new clause to the following effect be added to clause 12.12:
For so long as and during any times that the Lessor in its local government capacity does not permit the Lessee to close Jarrad Street where it traverses the golf course at times during the day when the course is open for play, the Lessor shall at its own expense take and

maintain all reasonable measures to caution third party motorists of the risks to person and property of using that part of Jarrad Street and shall also be responsible to insure against such risks and to indemnify the Lessee in respect to such risks.

A new clause 18.4(f) be added to exclude the Lessee from having to indemnify the Lessor for risks to person and property from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the course at times during the day when the course is open for play.

- Clause 13.1(c)(4)
- Clauses 13.1(d) & (e) on the basis that:
The preamble to clause 13.1(c) should (somewhat similarly to changes mooted by the Jarrad Street A Class Reserve Group) be changed to read:
The Management Plan is to define reasonable specifications and reasonable policies to address the following.

An arbitration clause be included to resolve any dispute between the Lessor and the Lessee as regards the reasonableness of any contentious provision of a new draft management plan (other than the initial management plan which must be agreed prior to the Lease being executed).

- Clause 13.3 (new clause).
- Clause 17.10 (new clause).
- Clause 18.5.
- Clause 20.4.
- Clause 21.

Lost 6/3

AMENDMENT

Moved Cr Miller, seconded Cr Utting

That the following be added to the recommendation:

- (5) The Chief Executive Officer to change the term of the draft lease to a period of 15 years.

Lost 6/3

Cr Jeans left the room at 8.51pm and returned at 8.52pm.

The substantive motion was put.

12.1.2 COUNCIL RESOLUTION

Moved Cr Miller, seconded Cr Strzina

- (1) That the CEO seek further legal advice on supported or potentially supported changes to the draft lease agreement as identified in the STAFF COMMENT section of this agenda item with a view to presenting a lease agreement to Council for formal adoption;
 - (2) That when seeking further legal advice the following matters be added:
 - Clause 6.1(7) on the basis that this clause be qualified so as to exclude the cost of any insurance taken out by the Lessor for risks arising from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the golf course at times during the day when the course is open for play.
 - Clause 12.12 on the basis that:
A new clause to the following effect be added to clause 12.12:
For so long as and during any times that the Lessor in its local government capacity does not permit the Lessee to close Jarrad Street where it traverses the golf course at times during the day when the course is open for play, the Lessor shall at its own expense take and maintain all reasonable measures to caution third party motorists of the risks to person and property of using that part of Jarrad Street and shall also be responsible to insure against such risks and to indemnify the Lessee in respect to such risks.

A new clause 18.4(f) be added to exclude the Lessee from having to indemnify the Lessor for risks to person and property from third party motorists being permitted by the Lessor to use Jarrad Street where it traverses the course at times during the day when the course is open for play.
 - Clause 13.1(c)(4)
 - Clauses 13.1(d) & (e) on the basis that:
The preamble to clause 13.1(c) should (somewhat similarly to changes mooted by the Jarrad Street A Class Reserve Group) be changed to read:
The Management Plan is to define reasonable specifications and reasonable policies to address the following.

An arbitration clause be included to resolve any dispute between the Lessor and the Lessee as regards the reasonableness of any contentious provision of a new draft management plan (other than the initial management plan which must be agreed prior to the Lease being executed).
 - Clause 13.3 (new clause).
 - Clause 17.10 (new clause).
-

- Clause 18.5.
 - Clause 20.4.
 - Clause 21.
- (3) That prior to formal adoption, the lease agreement be referred to the Sea View Golf Club advising of the amendments arising from the community consultation process and seeking final comment;
- (4) That the amended lease agreement be represented to Council and tabled for a period of up to a month to facilitate further public consultation prior to final acceptance by Council.

Carried 8/1

12.2 FINANCE**12.2.1 STATUTORY FINANCIAL STATEMENTS FOR THE PERIOD ENDING 29 FEBRUARY, 2004**

File No: C7.14
Author: Mr A Lamb
Author Disclosure of Interest: Nil
Period Ending: 29 February, 2004
Senior Officer: Mr S Tindale

SUMMARY

The purpose of this report is to present the Operating Statement, Statement of Assets and Liabilities and supporting financial information for the period ending 29 February, 2004 to Council.

STATUTORY ENVIRONMENT

Financial reporting is a statutory requirement under the *Local Government Act 1995*.

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

BACKGROUND

The Financial Statements are presented monthly.

CONSULTATION

Nil

STAFF COMMENT

Some of the variances between year to date budget estimates and actual expenditure and income as shown on the Operating Statement (page 3) appear to relate to timing differences. Other than variances reported previously there appear to be no new trends or occurrences to bring to Council's attention.

VOTING

Simple majority

COMMITTEE COMMENT

Nil.

12.2.1 COUNCIL RESOLUTION

Moved Cr Miller, seconded Cr Strzina

That Council receive the Operating Statement, Statement of Assets and Liabilities and supporting financial information for the period ending 29 February, 2004, as submitted to the March of the Works and Corporate Services Committee.

Carried 9/0

12.2.2 SCHEDULE OF INVESTMENTS AND SCHEDULE OF LOANS FOR THE PERIOD ENDING 28 FEBRUARY, 2004

File No: C12 and C13
Author: Mr A Lamb
Author Disclosure of Interest: Nil
Period Ending: 28 February, 2004
Senior Officer: Mr S Tindale

SUMMARY

The purpose of this report is to present the Schedule of Investments and Schedule of Loans for the period ending 28 February, 2004, to Council.

STATUTORY ENVIRONMENT

Financial reporting is a statutory requirement under the *Local Government Act 1995*.

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

BACKGROUND

The Schedule of Investments and Schedule of Loans are presented monthly.

CONSULTATION**STAFF COMMENT**

As will be seen from the Schedule of Investments on page 34 of the February Financial Statements, \$2,197,954.43 was invested as at 28 February, 2004, \$528,212.94 of which was reserved. 64.96 % of the funds were invested with the National Bank, 25.35% with Home Building Society and 9.69% with BankWest.

VOTING

Simple majority

12.2.2 COUNCIL RESOLUTION

Moved Cr Miller, seconded Cr Strzina

That Council receive the Schedule of Investments and Schedule of Loans for the period ending 28 February, 2004, as submitted to the March meeting of the Works and Corporate Services Committee.

Carried 9/0

12.2.3 ACCOUNTS FOR THE PERIOD ENDING 28 FEBRUARY, 2004

File No: C7.8
Author: Mr A Lamb
Author Disclosure of Interest: Nil
Period Ending: 28 February, 2004
Senior Officer: Mr S Tindale

SUMMARY

The purpose of this report is to present the List of Accounts for the period ending 28 February, 2004, to Council.

STATUTORY ENVIRONMENT

Financial reporting is a statutory requirement under the *Local Government Act 1995*.

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

BACKGROUND

The List of Accounts is presented monthly.

CONSULTATION

Nil

STAFF COMMENT

Significant payments included in the List of Accounts, commencing on page 27, brought to Council's attention include:

- \$12,483.55 to TAPSS for half yearly contribution.
- \$20,404.95 to WA Local Government Super Plan for staff superannuation.
- \$19,500 to Creative Events for refund of a portion of function deposit.
- \$10,676.90 to WA Local Government Super Plan for staff superannuation.
- \$11,983.84 to Perth Auto Alliance for net cost of a new light vehicle after trade.
- \$40,662.21 to Wasteless for rubbish collection services.
- \$54,192.32 to Town of Mosman Park for drainage works.
- \$25,651.10 to WMRC for transfer station fees.
- \$28,576.84 to ATO for January BAS.
- \$22,442.09 to Perth Auto Alliance for the net cost of two new light vehicles after trade.
- \$74,233.63 to Shire of Peppermint Grove for quarterly Library contributions.
- \$49,402.70 and \$47,587.77 for staff payroll for the month.

VOTING

Simple majority

COMMITTEE COMMENT

Nil.

12.2.3 COUNCIL RESOLUTION

Moved Cr Miller, seconded Cr Strzina

That Council receive the List of Accounts for the period ending 28 February, 2004, as submitted to the March meeting of the Works and Corporate Services Committee.

Carried 9/0

**12.2.4 PROPERTY AND SUNDRY DEBTORS REPORTS FOR THE PERIOD
ENDING 28 FEBRUARY, 2004**

File No: C7.9
Author: Mr A Lamb
Author Disclosure of Interest: Nil
Period Ending: 28 February, 2004
Senior Officer: Mr S Tindale

SUMMARY

The purpose of this report is to present the Property and Sundry Debtors Reports for the period ending 28 February, 2004, to Council.

STATUTORY ENVIRONMENT

Financial reporting is a statutory requirement under the *Local Government Act 1995*.

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

BACKGROUND

The Property and Sundry Debtors Reports are presented monthly.

CONSULTATION

Nil

STAFF COMMENT

The Sundry Debtors Report commencing on page 32 of the February Financial Statements shows a balance of \$82,605.74 of which \$20,808.23 relates to the current month.

VOTING

Simple majority

12.2.4 COUNCIL RESOLUTION

Moved Cr Miller, seconded Cr Strzina

That Council:

- (1) Receive and endorse the Property Debtors Report for the period ending 28 February, 2004; and**
- (2) Receive the Sundry Debtors Report for the period ending 28 February, 2004.**

Carried 9/0

12.3 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY ELECTED MEMBERS/OFFICERS BY DECISION OF MEETING

12.3.1 CONDITION OF CHANGEROOMS AT INDIANA TEA ROOMS

Moved Cr Morgan, seconded Cr Utting

That the Lessees be approached to implement a cleaning and maintenance regime for the changerooms.

Carried 9/0

13 ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

14 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY ELECTED MEMBERS/OFFICERS BY DECISION OF MEETING

Nil.

15 MEETING CLOSURE

The Mayor announced the closure of the meeting at 9.15 pm.

CONFIRMED: MAYOR DATE:/...../.....