

# **TOWN OF COTTESLOE**



# **ATTACHMENTS**

**ORDINARY COUNCIL MEETING – 22 NOVEMBER 2022**

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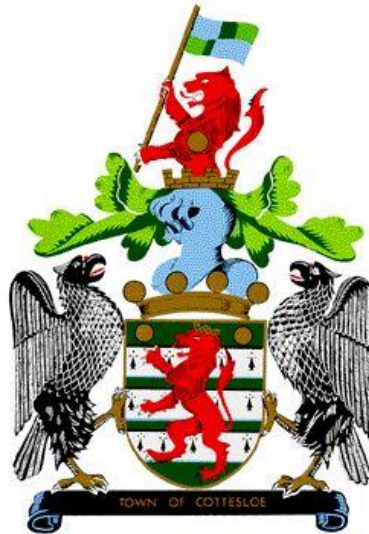
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# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.1A:  
LIBRARY AND COMMUNITY LEARNING CENTRE  
MANAGEMENT AGREEMENT - 19.08.22**

# Cottesloe, Peppermint Grove and Mosman Park Library and Community Learning Centre Management Agreement

Shire of Peppermint Grove

Town of Cottesloe

Town of Mosman Park



**McLEODS**

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: [pwittkuhn@mcleods.com.au](mailto:pwittkuhn@mcleods.com.au)

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## Details

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### Parties

**Shire of Peppermint Grove**

of 1 Leake Street, Peppermint Grove, Western Australia  
(Peppermint Grove)

**Town of Cottesloe**

of 109 Broome Street, Cottesloe, Western Australia  
(Cottesloe)

**Town of Mosman Park**

of "Memorial Park" Bayview Terrace, Mosman Park, Western Australia  
(Mosman Park)

### Background

- A Peppermint Grove has care, control and management of the Land.
- B The Parties constructed the Facilities on the Land under the arrangement set out in the Original Agreement.
- C The Facilities commenced operations on 16 August 2010.
- D The Parties enter into this Agreement to terminate the Original Agreement and record the new terms and conditions for the operational funding, management and shared use of the Facilities contained herein.
- E This Agreement provides for voting and financial contributions that are consistent, in their essential elements, with the provisions regulating those matters under the Original Agreement.

# Agreed Terms

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## 1. Defined Terms and Interpretation

### 1.1 Defined terms

In this Agreement:

**Administrative Charge** means an amount equal to 5% of all other Library Operating Expenses;

**Agreement** means this document, including each Schedule, as varied, novated or replaced from time to time;

**Claim** means all and any claim, demand, writ, summons, action, suit, prosecution, proceeding, judgment, order, decree, damages, costs (including legal costs), loss and expense of any nature whatsoever;

**Commencement Date** means 1 July 2022;

**Community Learning Centre** means that portion of the Facilities which is, as at the date of this agreement, operated as 'The Grove Community Learning Centre', and includes that portion irrespective of what use or occupancy it might be put from time to time while this Agreement is in operation;

**Confidential Information** means any information:

- (a) which by its nature is confidential; or
- (b) identified by a Party to be confidential,

but does not include information that is already in the public domain;

**Council** means council of the Local Government constituted under the *Local Government Act 1995*;

**Expenses** means all costs and expenses (including capital and operating costs) incurred or expended in respect of the Facilities or the provisions of library and community services from the Facilities;

**Facilities** mean the Peppermint Grove Administration Office, the Library and Community Learning Centre, underground parking, foyer and Infant Health Clinic and all related buildings, fixtures, landscaping and improvements situated on the Land and delineated and hatched on the plan annexed hereto as **Annexure 1**;

**Financial Year** means a year commencing 1 July;

**Force Majeure** means:

- (a) any event or circumstance beyond the reasonable control of a Party which prevents or impedes the due performance of its obligations under this Agreement and which by the exercise of reasonable diligence that Party is unable to prevent, including acts of war, acts of terrorism, civil commotion, regional strikes or similar labour disputes, acts of God or other severe weather conditions, legal restraint, governmental interference or regulation; and
- (b) does not include lack of finances unless caused by a Force Majeure event;

**GST** has the same meaning as in the *A New Tax System (Goods and Service's Tax) Act 1999* (Cth);

**Infant Health Clinic** means that portion of the Facilities which is, as at the date of this agreement, operated as 'The Peppermint Grove Child Health Centre', and includes that portion irrespective of what use or occupancy it might be put from time to time while this Agreement is in operation;

**Insured Event** means any circumstances or events which are likely to cause a claim under any policy of insurance effected in respect of the Facilities and Land;

**Land** means Reserve 17251, more particularly defined as Lot 501 on Deposited Plan 55626 and being the whole of the land comprised in Crown Land Title Volume LR3156 Folio 142;

**Library** means that portion of the Facilities which is, as at the date of this agreement, operated as 'The Grove Library', and includes that portion even to the extent that it might undergo a change of name, and even to the extent that any part of it might be used or occupied for a complementary non-library purpose while this Agreement is in operation;

**Library Capital Expenditure** means expenditure on or in relation to the Library, the benefits of which will accrue to future years and which:

- (a) creates a new asset, the benefits of which will be obtained by the Parties for a period greater than the then current accounting period;
- (b) significantly lengthens the expected useful life of an existing asset and is not merely expenditure required to maintain the asset in normal efficient working order as part of its current existing life; or
- (c) significantly increases the earning capacity of an existing asset,

and includes Library Capital Expenditure (Buildings) and expenditure on or in relation to the Library which improves the delivery of services (for example, the acquisition of a computer program and equipment giving borrowers of books access to the stock of all libraries in the Wesroc area);

**Library Capital Expenditure (Buildings)** means Library Capital Expenditure which consists of improvements to buildings or the construction of new buildings;

**Library Management Group** means the group established under **clause 5**;

**Library Operating Expenditure** means any expenditure on or in relation to the operation of the Library which is not Library Capital Expenditure and includes the Administrative Charge;

**Loss or Losses** means any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expenses, outgoing, payment, diminution in value or deficiency of any kind or character;

**Management Order** means management order M347227 registered on 19 July 2013;

**Original Agreement** means the Project Construction and Management Agreement entered into by the Parties dated 5 June 2009;

**Parties** means the parties to this agreement and their respective successors and permitted assigns and **Party** means one of them;

**Party's Proportion of Interest** means the Party's proportion of interest from time to time (expressed as a percentage) and the corresponding liability of that Party in relation to the financial obligations under this Agreement, as calculated in accordance with **Part 2** of **Annexure 3** of this Agreement;

**Prescribed Rate** means a rate of interest equal to the rate for the time being prescribed as the maximum rate of interest that may be set for the purposes of section 6.5 of the *Local Government Act 1995*;

**Principal** means Peppermint Grove unless the Parties unanimously agree otherwise in writing;

**Profits** means any amount remaining each financial year after deducting from the Revenue all Expenses and Losses incurred or expended in respect of the Facilities or the provision of library and community services from the Shared Facilities;

**Revenue** means all income derived from the provision of library and community services at the Facilities;

**Shared Facilities** means all Facilities other than:

- (a) the Peppermint Grove Administration Office; and
- (b) facilities which are reasonably regarded as directly associated with the exclusive use of the Peppermint Grove Administration Office, such as nominated car parking bays for Shire elected members and staff;

**Term** means the term of this Agreement referred to in **clause 1.4**; and

**Written Law** has the same meaning given to that term in the *Interpretation Act 1984*.

## 1.2 Interpretation

In this Agreement, unless inconsistent with the context:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a gender includes a reference to each other gender;
- (d) a reference to a person or individual includes a reference to a firm, corporation or other corporate body, authorities, governments and governmental agencies and vice versa;
- (e) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- (f) a reference to any Written Law includes:
  - (i) all Written Laws amending, consolidating or replacing that Written Law; and
  - (ii) all regulations, proclamations, planning schemes or local laws made under that Written Law;
- (g) a reference to a Party includes that Party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
- (h) a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document;
- (i) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

- (j) a reference to 'function' includes powers, duties, responsibilities, authorities, and jurisdictions;
- (k) a reference to 'approved' means approved in writing;
- (l) a reference to '\$' or 'dollars' is a reference to Australian dollars; and
- (m) unless expressly stated otherwise, a reference to a Party, clause, sub-clause, paragraph or part, is a reference to a Party, clause, sub-clause, paragraph or part of or in this Agreement.

### 1.3 Guidance on construction of Agreement

- (1) This Agreement records the entire agreement between the Parties in relation to its subject matter.
- (2) As far as possible, all provisions of this Agreement are to be construed so as not to be void or otherwise unenforceable.
- (3) If anything in this Agreement is void or otherwise unenforceable it is to be severed and the rest of the Agreement remains in force.
- (4) A provision of this Agreement is not to be construed to the disadvantage of a Party because the Party proposed that provision or was responsible for the preparation of this Agreement or any part of it.

### 1.4 Term

- (1) The Term of this Agreement commences on the Commencement Date and shall continue until the document is terminated by agreement between the Parties and in accordance with **clause 11.10** of this Agreement.

## 2. Termination of Original Agreement

The Parties acknowledge and agree that by entering into this Agreement and from the Commencement Date:

- (a) the Original Agreement is hereby replaced by this Agreement in accordance with **clause 22.2** of the Original Agreement; and
- (b) the provisions of the Original Agreement shall be of no further force and effect except in respect of any pre-existing unremedied breach of the Original Agreement.

## 3. Grant of Licence

### 3.1 Management of Land and ownership of buildings

The Parties acknowledge and agree that:

- (a) the Land is Crown Land and that pursuant to the Management Order, Peppermint Grove is vested with the care, control and management of the Land and all buildings and fixtures on the Land; and
- (b) the buildings comprising the Library, the Community Learning Centre and the Infant Health Clinic were constructed pursuant to the terms of the Original Agreement and are owned by the Parties as tenants in common in shares corresponding to each Party's Proportion of Interest in the Facilities.

### 3.2 Grant of licence

Peppermint Grove grants to Cottesloe and Mosman Park a licence to use the Shared Facilities, as a shared library and community services facility for the Term, subject to the consent of the Minister for Lands. Nothing expressed or implied in this Agreement shall prevent or preclude Peppermint Grove from using the Shared Facilities at any time whatsoever.

### 3.3 Rights rest in contract only

The rights conferred on Cottesloe and Mosman Park under this Agreement rest in contract only and do not create in or confer upon Cottesloe or Mosman Park any tenancy, estate or interest or any exclusive rights whatsoever in or over the Shared Facilities and the rights of Cottesloe and Mosman Park are those of a licensee only and do not comprise or include further or other rights.

## 4. Appointment of Principal

### 4.1 Appointment as agent

The Parties appoint the Principal, and the Principal accepts its appointment, to act as the Parties' agent on the terms and conditions of this Agreement.

### 4.2 Scope of agency

- (1) In its capacity as agent, the Principal's functions are to:
  - (a) manage the day to day affairs of the Shared Facilities, including:
    - (i) conducting meetings, issuing agendas and minutes;
    - (ii) budget preparation for consideration by the Library Management Group;
    - (iii) keep and maintain an inventory of capital assets;
    - (iv) subject to compliance of the Parties with **clause 8** and **9**, pay or otherwise discharge all operating expenditure and all capital expenditure;
    - (v) employ and if necessary terminate the employment of librarians and other employees;
    - (vi) manage staff and contractors working at the Shared Facilities, including the employment and if necessary the termination of librarians and other staff; and
  - (b) to do all acts and things necessary or convenient to be done in connection with giving effect to the functions set out in paragraph (a) of this **clause 4.2**.
- (2) Notwithstanding any other provision of this Agreement, the Parties acknowledge that the Principal is a local government established by the *Local Government Act 1995 (WA)*, and in that capacity the Principal shall not be taken to be in default under this Agreement by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Agreement fetter the Principal in performing its statutory obligations or exercising any discretion as a Local government.
- (3) The Principal agrees to have due regard to and implement the decisions of the Library Management Group, where it is able to do so without breaching any statutory obligation.

#### 4.3 Restrictions on agency

The Principal has no authority to act, or purport to act, as the Parties' agent otherwise than in accordance with **clause 4.2**.

#### 4.4 Restrictions on Parties

The Parties must not, during the Term, perform any of the functions described in **clause 4.2** unless in accordance with a written request from the Principal.

#### 4.5 Administrative charge

- (1) The Principal is to be paid the Administrative Charge.
- (2) Each party shall be responsible for its share of the Administrative Charge in accordance with each Party's Proportion of Interest and must pay its share to the Principal quarterly in advance on the 1<sup>st</sup> day of July, September, November and March each year.

#### 4.6 Indemnity

The Parties indemnify the Principal against all Loss incurred by the Principal to the extent caused or contributed to by any lawful exercise of the Principal's powers under this Agreement.

### 5. Library Management Group

#### 5.1 Establishment and membership

- (1) The strategic planning of the Shared Facilities shall be jointly administered by the Parties who shall appoint a Library Management Group within 14 days of the Commencement Date.
- (2) Membership of the Library Management Group shall consist of three (3) members and three (3) deputy members who, subject to this Agreement and any mutual direction on the part of the Parties, shall exercise the functions in good faith and in accordance with the Principal's approved policies and procedures..
- (3) Each party must appoint:
  - (a) an employee or member of its Council to be a member of the Library Management Group; and
  - (b) another employee or member of its Council to be a deputy of the representative appointed under paragraph (a).
- (4) An appointment must be made:
  - (a) as far as practicable to avoid a vacancy in the office of a member, or a deputy member (as the case may be), of the Library Management Group; and
  - (b) in any event, within 28 days of a vacancy in the office of a member, or a deputy member (as the case may be) of the Library Management Group.
- (5) A deputy of a member may perform any of the functions of the member when the member is unable to do so by reason of illness, absence or other cause.
- (6) For the avoidance of doubt, the Library Management Group is not a committee established under section 5.8 of the *Local Government Act 1995*.

## 5.2 Functions

The functions of the Library Management Group are to:

- (a) consider and approve the Strategic Plan for the Grove Library and Community Learning Centre;
- (b) consider and approve an annual Business/Operational Plan that incorporates and progresses the objectives of the Strategic Plan and develops Key Performance Indicators in the Strategic Plan;
- (c) develop policies and procedures relating to the day to day management of the Shared Facilities;
- (d) consider and endorse annual budgets for the Shared Facilities for ratification by the Parties and the Principal;
- (e) develop protocols for the communication of issues or developments relevant to the operation of the Shared Facilities; and
- (f) make recommendations to the Principal in relation to its management and operation of the Shared Facilities.

## 5.3 Tenure of members

- (1) A reference in this **clause 5.3** to a 'member of the Library Management Group' includes a 'deputy member of the Library Management Group'.
- (2) A member of the Library Management Group holds office from the date of appointment until:
  - (a) the member's office, as an elected member or employee of the Party, becomes vacant;
  - (b) the member resigns his or her office as a member of the Library Management Group; or
  - (c) the member's appointment is terminated by the Party that appointed the member,whichever occurs first.

## 5.4 Change of members

Each Party may each in regard to its respective appointees at any time and from time to time:

- (a) revoke an appointment and appoint another person in place of the member whose appointment is revoked;
- (b) appoint a person to act temporarily as a member during the absence of any member and a person while so acting shall be deemed to be a member; and
- (c) appoint another person to act as a member in place of a member who resigns under **clause 5.3**.

## 5.5 Chair and Deputy Chair

- (1) Subject to sub-clause (2), the members of the Library Management Group must annually elect, from those members, a Chair and Deputy Chair.
- (2) The office of Chair and Deputy Chair must be rotated annually between representatives of the Parties.



## 5.6 Voting

- (1) Each member (or, in that member's absence, the deputy of the member) who is present at a meeting of the Library Management Group is entitled to one vote.
- (2) Unless otherwise provided in this Agreement, each member (and any deputy member who is entitled to vote) shall have one vote and the person presiding shall not have a casting vote.
- (3) Decisions of the Library Management Group are made by a simple majority.
- (4) Each member who is present at the meeting shall act and vote reasonably and in good faith.

## 5.7 Quorum

The quorum for a meeting of the Library Management Group is three (3) members, comprising one appointed member from each Party.

## 5.8 Quorum not present

If at two consecutive proposed or actual Library Management Group meetings, either:

- (a) a quorum is not present; or
- (b) a Reserved Matter is put to the meetings but is unable to be voted on due to one Party not being present at both meetings,

the following provisions apply:

- (i) any Party may by notice to each of the other Parties and the Principal propose the passing of any resolution which might, having regard to the business described in the notice of meeting, have been properly proposed at both proposed or actual meetings;
- (ii) each Party may within seven (7) days after the giving of the notice, by notice to each of the other Parties and the Principal, vote for or against each of the resolutions proposed;
- (iii) if any Party fails to vote in respect of any of those resolutions, it will be taken to have voted in favour of the resolution; and
- (iv) any votes so given or taken to be given by a Party will be taken to be votes of its Representative Member and, if there is the requisite number of votes, have effect as a decision taken at a duly convened meeting of the Library Management Group.

## 5.9 Reserve Matters

The following matters are Reserve Matters requiring unanimous resolution:

- (a) alteration of this Agreement, including:
  - (i) alteration of the cost sharing proportions;
  - (ii) alteration of Contributions; and
  - (iii) alteration of voting rights;
- (b) redevelopment or reinstatement of the Shared Facilities or the carrying out of any capital works exceeding \$10,000;

- (c) any resolution that would change or effect one or more of the Parties' ability to use or access the Facilities;
- (f) expenditure of any amounts which are not provided for in the approved annual Budget which would result in the total expenditure under the annual Budget exceeding 105% of the total Budget;
- (g) an Insured Event; and
- (h) termination of this Agreement.

### 5.10 Meetings

- (1) The Library Management Group must hold a meeting at least once every six months.
- (2) The Principal will schedule and call meetings of the Library Management Group and provide seven (7) days' notice of the meetings and an agenda for the meeting to each Party.
- (3) The Principal must convene a meeting of the Library Management Group within 14 days of receiving a request to do so from a member of the Library Management Group and if the Principal fails to do so, that member may convene the meeting.
- (4) Each Party must use all reasonable endeavours to ensure that its representative members attend all meetings of the Library Management Group.
- (5) The meetings are to be held at such place as the members may at any time agree upon.
- (6) The Parties agree that the intention is for all meetings of the Library Management Group to be held in person and not using telephone, teleconference or other similar technology. Notwithstanding this intention, the Parties acknowledge that on occasion there may be a need for a member to attend via the use of technology and in such circumstances, the Parties agree that where each member consents to the holding of a meeting using telephone, teleconference, videoconference or other similar technology it will, subject to complying with the other subclauses in this clause, be a valid meeting for the purposes of this clause.
- (7) The procedure for meetings will be determined by the Library Management Group and will be consistent with the policies and local laws of the Parties.

### 5.11 Notes of meeting

A copy of the notes recording each Library Management Group meeting (**Notes**) must be given to each Member and each Party as soon as practicable, but no later than fourteen (14) Business Days, after each meeting. The Notes:

- (a) may be approved by a Party by notice to the other Parties and the Principal;
- (b) may be disapproved by a Party by giving, within forty (40) Business Days after receiving the Notes, a notice containing full reasons to the other Parties and the Principal;
- (c) are taken to be approved if no notice is given under **clause 5.11(b)**;
- (d) if approved or taken to be approved by all Parties, are to be signed by the Principal and are then conclusive evidence of the proceedings and decisions of the meeting to which they relate; and
- (e) may be amended by the agreement of the Library Management Group before they are signed by the Principal. The amended Notes are subject to approval under this **clause 5.11**.

## 6. Principal's Obligations

In exercising its functions under **clause 4.2**, the Principal must:

- (a) act in the best interests of all the Parties;
- (b) meet its obligations and perform its functions under this Agreement;
- (c) give genuine consideration to the recommendations of, and other communications from, the Library Management Group; and
- (d) ensure that the Parties are kept informed of matters, including governance requirements, relating to the management of the Shared Facilities.

## 7. Parties' Obligations

Each of the Parties must:

- (a) take all reasonable steps to ensure that the Principal is able to meet its obligations and perform its functions under this Agreement; and
- (b) consult and cooperate with the Principal and with each other (where applicable).

## 8. Expenditure and Budgets

### 8.1 Preparation, amendment and ratification of draft budget

- (1) The Principal must prepare a draft budget in respect of the Library Operating Expenditure and Library Capital Expenditure for each financial year and submit that draft budget to each Party by 1 April each year.
- (2) Each Party will submit its comments to the Library Management Group by 30 April and the Library Management Group must take those comments into account when preparing a final draft budget.
- (3) The Principal must submit the final draft budget to the Parties for ratification by 15 June.
- (4) Each Party must notify the Principal of the ratification (or otherwise) by 31 May. Library Capital Expenditure must be unanimously ratified by the Parties. Library Operating Expenditure shall be approved if ratified by a majority of the Parties.
- (5) By 31 December each year of the adoption of each Party's annual budget, each Party must notify the Library Management Group of the financial capacity to meet its leave and asset replacement liabilities to meet those liabilities.
- (6) The Principal is to present a mid-year budget review in March each year for consideration by the Library Management Group.

### 8.2 Payment of expenditure

- (1) The Principal shall notify the Parties of all Library Operating Expenditure and Library Capital Expenditure ratified pursuant to **clause 8.1** by 30 June each year.
- (2) Each party shall be responsible for its share in accordance with each Party's Proportion of Interest and must pay its share to the Principal quarterly in advance on the 1<sup>st</sup> day of August, October, December and April each year.

### 8.3 Library capital expenditure for buildings

The Library Management Group must budget for and expend Library Capital Expenditure (Buildings) as follows:

- (a) the Library Management Group must budget to provide for funds to be placed in a reserve fund (Reserve Fund); and
- (b) the Library Management Group may only expend Library Capital Expenditure (Buildings) once the total amount to be expended is held in the Reserve Fund.

### 8.4 Excess expenditure

- (1) If the actual Library Operating Expenditure or actual Library Capital Expenditure exceeds that budgeted in the ratified budget for the year, the excess shall be borne by the Parties in accordance with each Party's Proportion of Interest and shall be paid to the Principal in accordance with this clause.
- (2) A Party must make the payment required under subclause (2) to the Principal within fourteen (14) days of receiving a request from the Principal.

## 9. Expenses, Losses and Revenue

### 9.1 Expenses and Losses

Except as provided in clause 9.4 in respect of each component of the Facilities, each Party must contribute to and bear that share of all Expenses and Losses relating to that component (including but not limited to costs allocated under clause 9.1), as corresponds with that Party's Proportion of Interest in that component, in accordance with **Part 2 of Annexure 3**.

### 9.2 Allocating common costs

Except as provided in clause 9.4, where Expenses or Losses are incurred which are common to all or some components of the Facilities, the Principal will allocate such Expenses or Losses to components of the Facilities in accordance with **Part 1 of Annexure 3**. The Expenses the subject of this clause include, but are not limited to, electricity, gas, water and cleaning consumables.

### 9.3 Revenue and profits

In respect of each component of the Facilities, each Party is entitled to receive that share of all Profits relating to that component, as corresponds with that Party's Proportion of Interest in that component, in accordance with **Part 2 of Annexure 3**.

### 9.4 Landscaping and external lighting

Each Party must contribute to and bear landscaping and external lighting maintenance expenses in the proportions specified in **Part 3 of Annexure 3**.

## 10. Outstanding Amounts

### 10.1 Default in payment of money

- (1) The Parties covenant and agree that if any amount payable by a Party to the other Party/parties pursuant to the terms of the Agreement is unpaid for thirty (30) days after becoming due, that Party shall be a Defaulting Party (**Defaulting Party**) and such amount shall be a liquidated debt recoverable by the party owed the amount in a court of competent jurisdiction.

- (2) If a Party does not make payment when it is due under **clauses 8.2, 8.4, 9.1 and 9.3** of this Agreement, the Party must, on the written demand of the Principal, also pay to the Principal interest that:
- (a) is calculated from and including the day on which the payment under **clauses 8.2, 8.4, 9.1 and 9.3** was due but excluding the day on which it is paid in full; and
  - (b) accrues each day at the Prescribed Rate.

The Principal's right to require payment of interest under **clauses 8.2, 8.4, 9.1 and 9.3** does not affect any other rights or remedies it may have in respect of a failure to pay an amount due under this Agreement.

## 10.2 Effect of default on voting in Library Management Group

A Defaulting Party's Representative is not entitled to either attend or vote at any meeting of the Library Management Group or otherwise to be consulted or to participate in any agreement, decision, determination, consent, approval or other action or right of the Parties under this Agreement.

## 10.3 Cessation of default

A Defaulting Party shall cease to be a Defaulting Party upon payment of the outstanding amounts and any interest due thereon made by or on behalf of the Defaulting Party.

# 11. General Provisions

## 11.1 GST

- (1) In this clause:

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Law** means the GST Act and any associated legislation including without limitation delegated legislation.

**GST, Registered, supply, tax invoice** and any other expression used that is defined in the GST Law has the same meaning as given to it in the GST Law.

- (2) Unless specifically described in this Agreement as 'GST-inclusive', any consideration to be paid or provided for a supply made under or in connection with this Agreement does not include an amount on account of GST and is 'GST-exclusive'.
- (3) Where, under the GST Law, any supply to be made by a Party (**Supplier**) to another Party (**Recipient**) under or in connection with this Agreement is subject to GST (other than a supply the consideration for which is specifically described in this Agreement as GST-inclusive), then:
- (a) the consideration payable or to be provided for that supply under this Agreement will be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST calculated according to the GST Law;
  - (b) the Recipient must pay that additional GST amount at the same time and in the same manner as the GST-exclusive consideration is paid or provided; and
  - (c) a reference to the consideration payable for a supply includes the value of any non-monetary consideration for the supply.

- (4) If the Supplier is Registered or required to be Registered, the Supplier must provide a GST compliant tax invoice in connection with any supply made by it under this Agreement, failing which the Recipient will not be obliged to make any payment for that supply until the invoice is provided.

### 11.2 Provision of information

A Party must, on the request of any other Party, provide to the other Party any information relating to the Shared Facilities in a form requested by the other Party and any assistance as the other Party may require to enable it to perform its functions, including its functions under the *State Records Act 2000* and the *Freedom of Information Act 1992*.

### 11.3 Confidentiality

- (1) Subject to subclause (3), a Party must not, without the prior written consent of another Party, disclose any Confidential Information of the other Party to a third party, including a contractor.
- (2) A Party may at any time require another Party to arrange for the other Party's members, employees, agents, contractors or professional advisors to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first Party's Confidential Information.
- (3) The obligations on the Parties under this clause will not be taken to have been breached to the extent that Confidential Information:
  - (a) is disclosed by a Party to its members, employees, agents, contractors or professional advisors solely in order to comply with its obligations, or to exercise its rights, under this Agreement;
  - (b) is authorised or required by law to be disclosed; or
  - (c) is in the public domain otherwise than due to a breach of this clause.
- (4) Where a Party discloses Confidential Information under **clause 11.3(3)(a)**, the disclosing Party:
  - (a) must notify the receiving person that the information is confidential; and
  - (b) must not provide the information unless the receiving person agrees to keep the information confidential.
- (5) Each Party must secure all other Parties' Confidential Information against loss and unauthorised access, use, modification or disclosure.
- (6) The obligations under this clause continue after the End Date or termination of this Agreement.

### 11.4 Discretion not fettered

Nothing in this Agreement is to fetter or is to be construed as an attempt to fetter the discretion or the powers of a Party under any Written Law.

### 11.5 Relationship of Parties

- (1) Subject to **clause 4**, a Party is not by virtue of this Agreement an officer, employee, partner or agent of any other Party and a Party shall not be liable for any act or omission of any other Party, nor does a Party have any power or authority to bind or represent any other Party.
- (2) A Party must not:
  - (a) misrepresent its relationship with any other Party; or

- (b) engage in any misleading or deceptive conduct in relation to the Facilities.

#### 11.6 Entire agreement – No warranty

- (1) Each Party acknowledges that it has entered into this Agreement in full reliance on its own enquiries, investigations, examinations and advice and not in reliance on or as a result of any statement, claim, representation or warranty (expressed or implied) made or given by another Party or any employee, agent or other person on behalf of another Party in respect of any matter whatsoever affecting this Agreement.
- (2) The Parties agree that this Agreement constitutes the whole and entire agreement between them and supersedes all previous negotiations and agreements written or oral.

#### 11.7 Notices

- (1) Any notice, direction or other communication which must or may be given in connection with this Agreement:
  - (a) must be in writing in order to be valid;
  - (b) is sufficient if executed by the Party giving the notice or on its behalf by any duly authorised officer or solicitor of that Party;
  - (c) in order to be valid must be given to a Party as follows:
    - (i) delivered or sent by prepaid post to, or left at, the 'notice details' address of that Party as set out in this Agreement;
    - (ii) sent to the facsimile number of that Party as set out in this Agreement;
    - (iii) sent to the email address of that Party; or
    - (iv) delivered or sent to another address or facsimile number as is notified in writing by that Party to the other Parties from time to time; and
  - (d) if given in accordance with **clause 11.7(1)(c)**, will be deemed to take effect:
    - (i) in the case of prepaid post, on the second business day after the date of posting;
    - (ii) in the case by email, on receipt of return email from the recipient acknowledging receipt of the email;
    - (iii) in the case of facsimile, on receipt of a transmission report from the sending machine confirming successful transmission; and
    - (iv) in the case of delivery by hand, on delivery.

#### 11.8 Dispute resolution

- (1) If a dispute arises between the Parties in connection with this Agreement, then a Party must give notice of the dispute to each of the other Parties identifying the dispute and providing details of it.
- (2) Within 14 days of a notice under subclause (1) being given, the CEO of each Party shall convene a meeting to seek to resolve the dispute.
- (3) If a dispute is not resolved between the Parties under subclause (1), the Parties must endeavour to settle the dispute by mediation to be conducted by a mediator independent of the Parties, appointed by agreement of the Parties within 35 days of a notice in subclause (1) being given or, failing

agreement, by a person appointed by the President of the Law Society of Western Australia or her or his nominee.

- (4) It is a condition precedent to the right of any Party to arbitrate or litigate a dispute under this Agreement that it first has complied with the mediation process in accordance with this clause.
- (5) Each Party may be represented by a qualified legal practitioner or other representative in any mediation proceedings.
- (6) The Parties must continue to comply with their obligations under this Agreement despite any dispute being referred to mediation, unless agreed otherwise by the Parties in writing.

### **11.9 Force Majeure**

- (1) Should a Party be delayed in the performance of this Agreement by an event which that Party concerned considers is a Force Majeure occurrence, then the Party delayed must:
  - (a) give written notice to each of the other Parties immediately giving the full particulars of the event and why it is considered a Force Majeure occurrence; and
  - (b) use its best efforts to remedy the situation.
- (2) On giving a notification under subclause (1), the performance or compliance by a Party of or with any of the responsibilities or obligations under this Agreement are to be suspended. The suspension is to continue as long as the performance or compliance with that responsibility or obligation under this Agreement is so prevented or hindered. During the suspension, the Parties must consult with each other without delay as to the measures to be taken regarding the continuation of the operation of the Shared Facilities and the implementation of this Agreement. The Parties must agree on a solution equitable to all Parties.
- (3) On cessation of any Force Majeure occurrence, the Parties must take all reasonable measures necessary to minimise the effects of the delay.
- (4) Should the Force Majeure continue for more than sixty (60) consecutive days a Party may terminate this Agreement with immediate effect by giving each of the other Parties written notice of termination.
- (5) A Party is not liable for any delay or failure of performance of the terms and conditions of this Agreement to the extent such delay or failure is attributable to events of Force Majeure which has been notified in accordance with this clause.
- (6) Force Majeure may not be invoked by a Party if, and to the extent that, any prior default under this Agreement of the Party concerned caused or contributed to the prevention or impediment of the due performance of the obligations under this Agreement.

### **11.10 Termination**

- (1) This Agreement may only be terminated by written agreement between the Parties.
- (2) If the Parties agree to terminate this Agreement, the except to the extent agreed to the contrary by deed between the parties, termination shall not take effect unless and until:
  - (a) all Expenses and Losses have been paid or satisfied by the Participants; and
  - (b) such of the assets of the Shared Facilities that are moveable (i.e. do not comprise the buildings, improvements or fixtures) are sold and the net proceeds of sale are distributed to the Parties in proportion to their interests.



On termination of this Agreement, the Land and all buildings, improvements and fixtures on the Land will remain under the care, control and management of Peppermint Grove pursuant to the *Land Administration Act 1997*.

- (3) Termination of this Agreement shall be without prejudice to the antecedent rights and obligations of the Parties.

#### **11.11 Modification and waiver**

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

#### **11.12 Assignment**

A Party must not assign or deal with any right under this Agreement without the prior written consent of the other Parties and the Minister for Lands.

#### **11.13 No Charge**

The Party must not grant or create any mortgage, pledge, lien, charge, assignment, security interest, title retentions, preferential trust arrangement or any other security agreement.

#### **11.14 Means of admitting additional party**

- (1) The Parties acknowledge that if they unanimously desire to terminate this Agreement in order to reformulate their arrangements and admit another party to a substituted arrangement, they may do so by unanimous agreement under clause **11.10**. The purpose of this clause **11.14** is to provide a convenient supplementary mechanism for admitting another party to the present Agreement without a complete termination of this Agreement.
- (2) Subject to the unanimous agreement of the Parties by resolution of their respective Councils, and subject to this clause **11.14**, the Parties may agree to admit one or more additional local governments to become Parties to this Agreement.
- (3) The addition of a party pursuant to this clause **11.14** shall not be effective until and unless a deed of agreement has been entered into between the existing Parties and the incoming local government, with this Agreement as an annexure thereto.
- (4) The Parties agree that:
  - (a) the deed of agreement under subclause **11.14(3)** is to include a 'Parties' Proportion of Interest' to be substituted in place of Annexure 3, but should otherwise be in the same general format as Annexure 3 with such amendments as necessary to include both the existing Parties' and the incoming party's agreed respective Proportions of Interest;
  - (b) the deed of agreement under subclause **11.14(3)** need not reflect strict proportionality between the incoming party's population and the population of all parties – noting that the three foundational Parties enjoy a particular proximity to the Facilities which is not necessarily the case for other local governments which might subsequently be admitted to become a party to the Agreement;

- (c) Peppermint Grove, Cottesloe and Mosman Park express their agreement that, as among the three of them, they do not envisage that they would, if considering the admission of an additional party, seek to negotiate an alteration of the Parties' Proportions of Interest in so far as they relate to the proportions among those three foundational Parties;
- (d) the deed of agreement under subclause **11.14(3)** would normally provide, except to the extent that the existing Parties and the incoming party agree in the deed to the contrary:
- (i) that references in the Agreement other than in clause **2**, to the 'Parties' or to a Party, include, on and from the date of the deed of agreement admitting the incoming party, the incoming party;
  - (ii) references to 'Cottesloe and Mosman Park' in the following clauses are to be read, on and from the date of the deed, as references to Cottesloe, Mosman Park and the incoming party:  

3.2, 3.3
  - (iii) for the purpose of the application of clause **5.1(1) - (3)** of this Agreement, the incoming party is to appoint a member and a deputy member within 14 days of the deed of agreement admitting that party to the Agreement, and the Library Management Committee is to thereafter comprise the pre-existing members and deputy members plus the incoming party's nominated member and deputy member; and
  - (iv) the deed of agreement is not to make provision for the position of Chair to rotate to any representative other than a representative of a foundational local government.

#### **11.15 Land Administration Act 1997**

The Licence granted under this Agreement is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*, a copy of which is annexed to this Agreement as **Annexure 2**.

#### **11.16 Legal costs**

- (1) Each Party is to pay its own costs and expenses (including legal costs) of and incidental to the preparation, negotiations, completion and signing of this Agreement.
- (2) The Parties are to pay, in equal shares, all stamp duty payable with respect to this Agreement and all copies of it.

#### **11.17 Counterparts**

This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

#### **11.18 Laws of Western Australia apply**

This Agreement is to be construed and interpreted in accordance with the laws of the State of Western Australia and the Parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals from them.

# Signing page

EXECUTED

2022

THE COMMON SEAL of the SHIRE of )  
PEPPERMINT GROVE was hereunto )  
affixed by authority of a resolution of the )  
Council in the presence of )

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
Shire President

\_\_\_\_\_  
(Print Full Name)

THE COMMON SEAL of the TOWN OF  
MOSMAN PARK was hereto affixed by  
authority of Council in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Print Full Name

THE COMMON SEAL of the TOWN OF  
COTTESLOE was hereto affixed by authority  
of Council in the presence of:

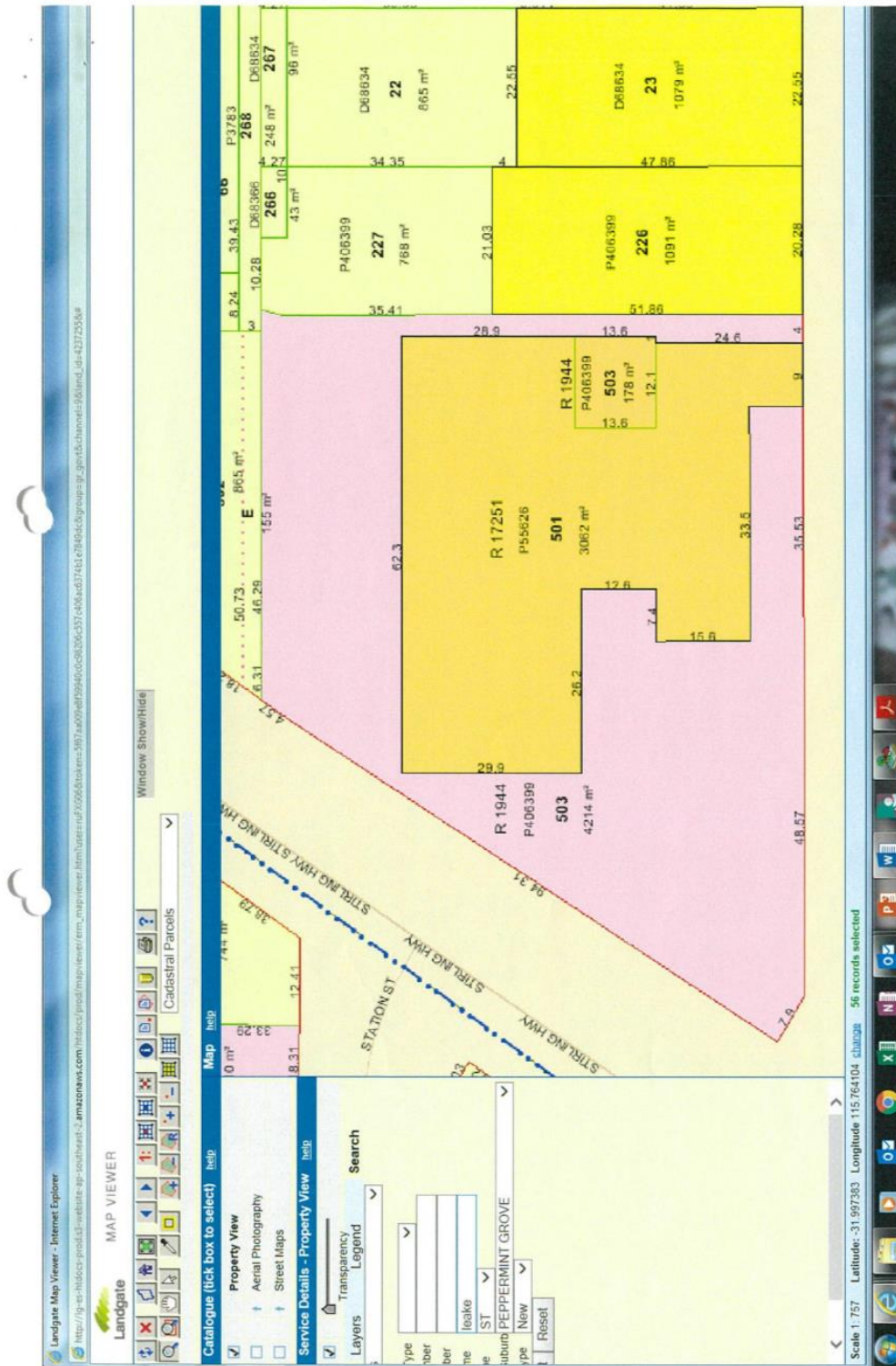
\_\_\_\_\_  
Mayor

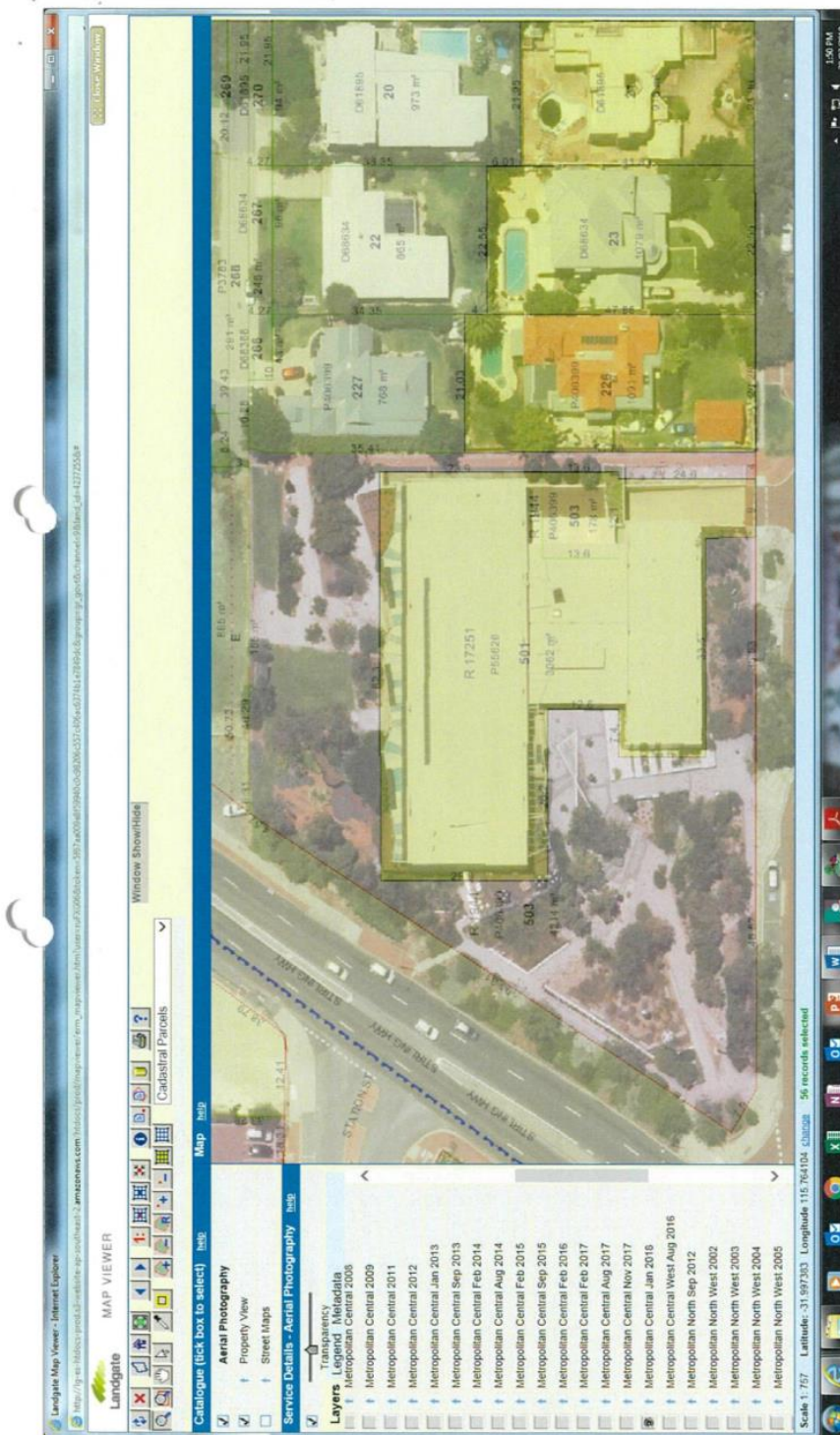
\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Print Full Name

# Annexure 1 – Plan





## Annexure 2 – Consent of the Minister for Lands

## Annexure 3 – Allocating Expenses and Losses to components of the Facilities, and Parties' Proportions of Interest

### (1) Allocating common costs to specific components of the Facilities: clause 9.2

Where Expenses or Losses are incurred which are common to all or some components of the Facilities, the Principal will allocate such Expenses or Losses to components of the Facilities in accordance with the proportions that the Floor Areas of the components to which the Expenses or Losses relate, bear to one another, these being as follows;

Component of Facilities	Floor Area (m <sup>2</sup> )	(%)*
Peppermint Grove Administration Office	751	23.12%
Library	1,891	54.6%
Community Centre	918	19.88%
Infant Health Clinic	85	2.4%

\*These percentages have been included for convenience to apply where an Expense or Loss relates to all four components. Where an Expense or Loss relates to two or three components only, then the applicable percentages will be based on the proportions that the Floor Areas *of the components to which the Expenses or Losses relate*, bear to one another.

### (2) Calculation of each Party's Proportion of Interest in each component of the Facilities

Each Party's Proportion of Interest in each component the Facilities is to be calculated in accordance with the below table –

Participant	Facilities	Interest (%)
Peppermint Grove	Peppermint Grove Administration Office	100%
Cottesloe	Peppermint Grove Administration Office	0%
Mosman Park	Peppermint Grove Administration Office	0%
Peppermint Grove	Library	(Population of this Party) ÷ (Population of all Parties)
Cottesloe	Library	(Population of this Party) ÷ (Population of all Parties)
Mosman Park	Library	(Population of this Party) ÷ (Population of all Parties)
Peppermint Grove	Community Centre	(Population of this Party) ÷ (Population of all Parties)

Cottesloe	Community Centre	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Mosman Park	Community Centre	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Peppermint Grove	Infant Health Clinic	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Cottesloe	Infant Health Clinic	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Mosman Park	Infant Health Clinic	$(\text{Population of this Party}) \div (\text{Population of all Parties})$

- WHERE:

(a) **Population**, at any relevant time in relation to a Party, means –

- (i) the estimated population of that Party as set out in Table 5 Estimated Resident Population, Local Government Areas, Western Australia of the statistics last published by the Australian Bureau of Statistics titled ‘*Population Estimates by Local Government Area*’;
- (ii) any substitute for those statistics accepted by the Government of the Commonwealth of Australia from time to time as a measure of resident population; or
- (iii) if those statistics, or any substitute for those statistics, are discontinued or suspended, or if in the opinion of an absolute majority of the Parties, its method of computation is substantially altered, whatever alternative method of establishing resident populations of the Parties as an absolute majority of the Parties may agree;

(b) for example, the Parties’ Proportions of Interest if calculated on data released 29 March 2022 would be, for all components of the Facilities other than the Peppermint Grove Administration Office, as follows –

Party	Population	Proportion (%)
Peppermint Grove	1757	9.18%
Cottesloe	8281	47.55%
Mosman Park	9101	47.31%

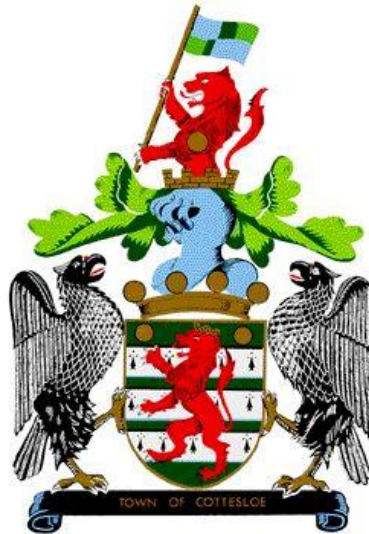
### (3) Landscaping and External Lighting Expenses

Each Party must contribute to and bear the landscaping and external lighting expenses for the Facilities in the manner set out below –

Party	Proportion (%)
Peppermint Grove	75%
Library Participants: Peppermint Grove, Cottesloe and Mosman Park	25% apportioned in turn according to $(\text{Population of this Party}) \div (\text{Population of all Parties})$



# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.2A:  
MONTHLY FINANCIAL REPORT 1 JULY TO 30  
SEPTEMBER 2022**

# TOWN OF COTTESLOE



## MONTHLY FINANCIAL STATEMENTS

FOR THE PERIOD 1 JULY 2022 TO 30 SEPTEMBER 2022

PRESENTED TO THE COUNCIL MEETING  
ON 22ND NOVEMBER 2022

**TOWN OF COTTESLOE**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ended 30 September 2022**

LOCAL GOVERNMENT ACT 1995  
 LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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**Town of Cottesloe**  
**Compilation Report**  
For the Period Ended 30 September 2022

**Report Purpose**

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

**Overview**

Summary reports and graphical progressive graphs are provided on page 2, 3 and 4. No matters of significance are noted.

**Statement of Financial Activity by reporting program**

Is presented on pages 5 and 6 and shows a surplus as at 30 September 2022 of \$11,319,455.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

**Preparation**

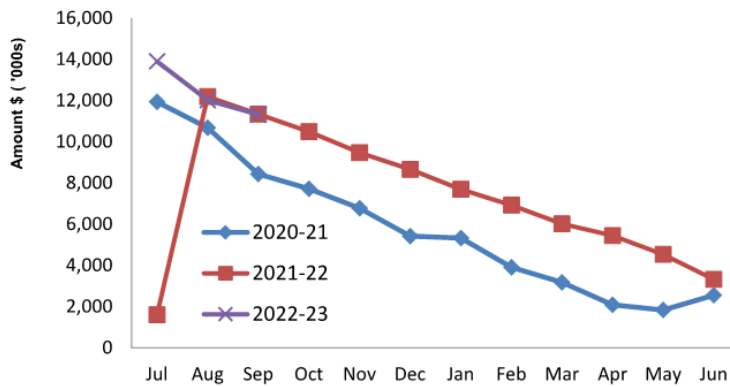
Prepared by: Sarah Jessop

Reviewed by: Shane Collie

Date prepared: 4/11/2022

**Town of Cottesloe**  
**Monthly Summary Information**  
 For the Period Ended 30 September 2022

**Liquidity Over the Year (Refer Note 3)**



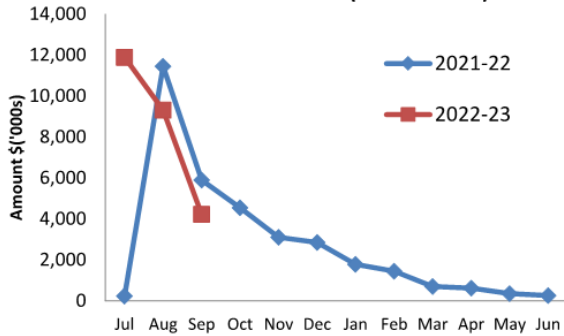
**Cash and Cash Equivalents  
as at period end**

Unrestricted	\$ 9,788,409
Restricted	\$ 8,940,494
	\$ 18,728,903

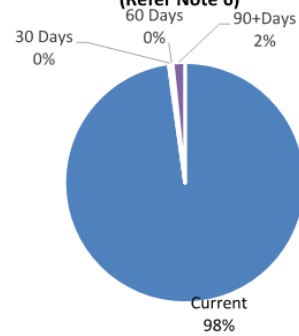
**Receivables**

Rates	\$ 4,342,417
Other	\$ 1,927,396
	\$ 6,269,813

**Rates Receivable (Refer Note 6)**



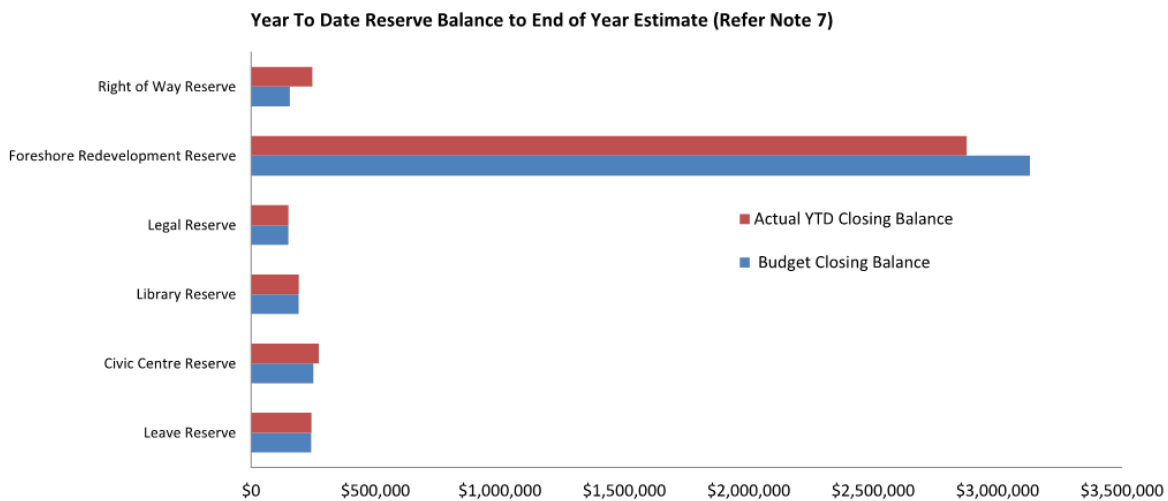
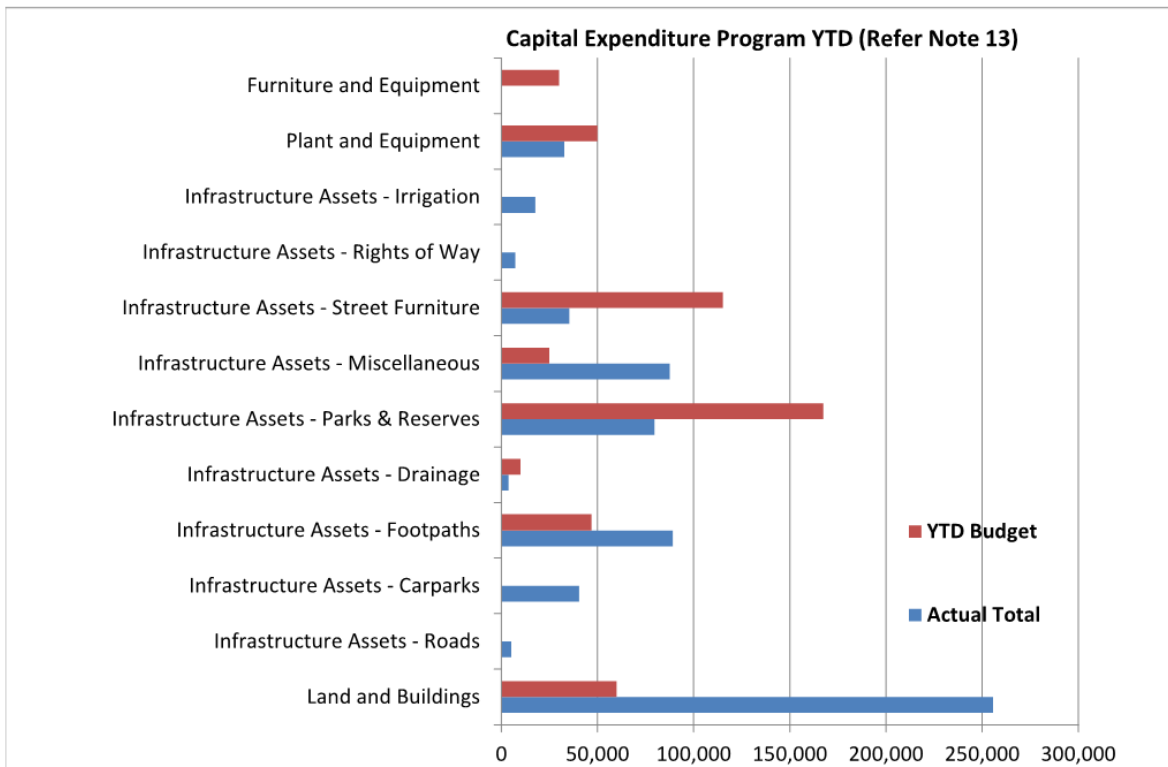
**Accounts Receivable Ageing (non-rates)  
(Refer Note 6)**



**Comments**

This information is to be read in conjunction with the accompanying Financial Statements and notes.

**Town of Cottesloe**  
**Monthly Summary Information**  
 For the Period Ended 30 September 2022

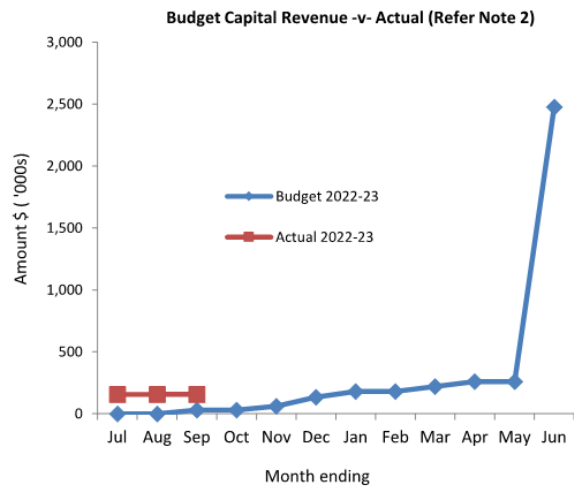
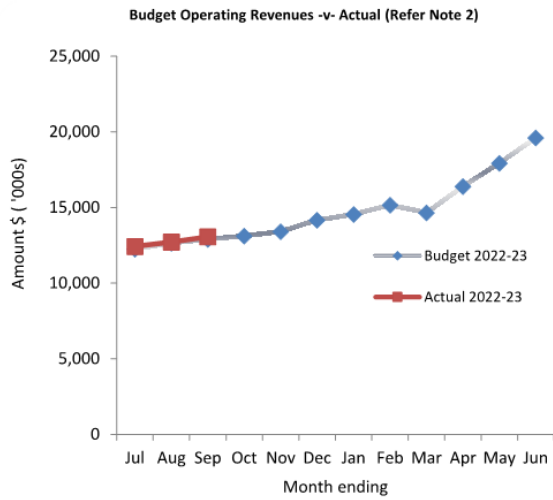


**Comments**

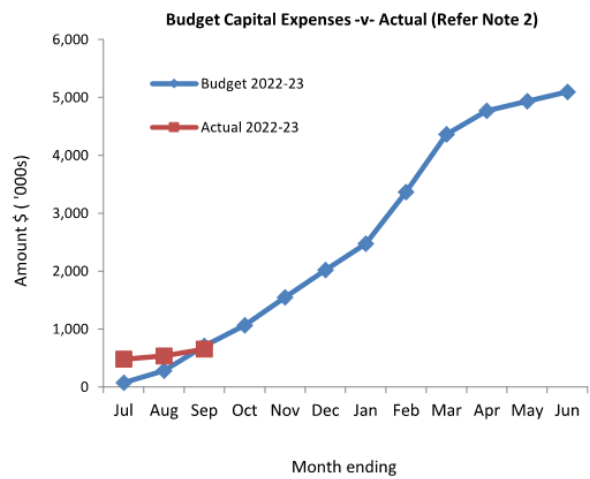
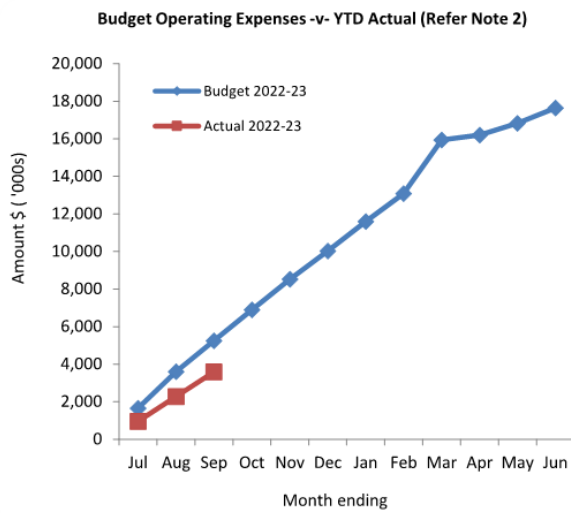
This information is to be read in conjunction with the accompanying Financial Statements and notes.

**Town of Cottesloe**  
**Monthly Summary Information**  
 For the Period Ended 30 September 2022

**Revenues**



**Expenditure**



**Comments**

This information is to be read in conjunction with the accompanying Financial Statements and notes.

**TOWN OF COTTESLOE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 30 September 2022**

	Note	YTD Actual (b) \$	YTD Budget (a) \$	Annual Budget \$	Var. \$ (b)(a) \$	Var. % (b)(a)/(a) %
<b>Operating Revenues</b>						
General Purpose Funding Rates	9	11,956,487	11,943,944	11,943,944	12,543	0%
General Purpose Funding - Other		151,821	114,010	279,996	37,811	33%
Governance		445	901	3,600	(456)	(51%)
Law, Order and Public Safety		3,970	11,239	81,550	(7,269)	(65%)
Health		68,522	98,024	127,500	(29,502)	(30%)
Education and Welfare		16,293	14,900	35,100	1,393	9%
Community Amenities		298,701	219,160	685,520	79,541	36%
Recreation and Culture		182,674	156,197	575,240	26,477	17%
Transport		207,821	250,170	1,716,475	(42,349)	(17%)
Economic Services		174,524	64,213	187,850	110,311	172%
Other Property and Services		5,633	24,137	166,450	(18,504)	(77%)
Total Operating Revenue		13,066,891	12,896,895	15,803,225	169,996	
<b>Operating Expense</b>						
General Purpose Funding		(90,669)	(135,468)	(501,463)	44,799	(33%)
Governance		(194,754)	(820,547)	(988,277)	625,793	(76%)
Law, Order and Public Safety		(96,193)	(126,505)	(554,204)	30,312	(24%)
Health		(16,499)	(95,584)	(407,328)	79,085	(83%)
Education and Welfare		(105,652)	(99,520)	(404,379)	(6,132)	6%
Community Amenities		(796,388)	(1,245,541)	(4,991,025)	449,153	(36%)
Recreation and Culture		(1,149,616)	(1,439,711)	(5,817,684)	290,095	(20%)
Transport		(912,596)	(1,134,840)	(4,604,191)	222,244	(20%)
Economic Services		(96,620)	(128,948)	(641,992)	32,328	(25%)
Other Property and Services		(130,861)	(27,876)	0	(102,985)	369%
Total Operating Expenditure		(3,589,848)	(5,254,540)	(18,910,543)	1,664,692	
<b>Funding Balance Adjustments</b>						
Add back Depreciation		704,805	722,450	2,889,761	(17,645)	(2%)
Adjust (Profit)/Loss on Asset Disposal	8	0	(22,612)	(90,450)	22,612	(100%)
Adjust Non Current Receivables		0	0	0	0	
Receivable from LG's Non-Current		0	0	0	0	
Adjustment for increase in current						
provisions written back		1,693	0	0	1,693	
Adjustment for increase in LSL Payable						
to LG's Non-Current		0	0	0	0	
Adjustment for decrease in Non-						
Current Employee Provisions		0	(15,029)	0	15,029	(100%)
<b>Net Cash from Operations</b>		<b>10,183,541</b>	<b>8,327,164</b>	<b>(308,007) 0</b>	<b>1,856,377</b>	
<b>Capital Revenues</b>						
Grants, Subsidies and Contributions	11	155,651	0	1,838,717	155,651	
Proceeds from Disposal of Assets	8	0	30,000	198,000	(30,000)	(100%)
Total Capital Revenues		155,651	30,000	2,036,717	125,651	



**TOWN OF COTTESLOE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 30 September 2022**

	Note	YTD Actual (b) \$	YTD Budget (a) \$	Annual Budget \$	Var. \$ (b)(a)	Var. % (b)(a)/(a)
					\$	%
<b>Capital Expenses</b>						
Furniture and Equipment	13	0	(30,000)	(113,000)	30,000	(100%)
Land and Buildings	13	(255,606)	(60,000)	(1,473,198)	(195,606)	326%
Plant and Equipment	13	(32,800)	(50,000)	(334,800)	17,200	(34%)
Infrastructure - Roads	13	(5,193)	0	(585,277)	(5,193)	
Infrastructure - Car parks	13	(40,513)	0	(10,000)	(40,513)	
Infrastructure - Footpaths	13	(89,185)	(46,800)	(720,000)	(42,385)	
Infrastructure - Drainage	13	(3,752)	(10,000)	(50,000)	6,248	(62%)
Infrastructure - Parks & Reserves	13	(79,544)	(167,400)	(720,582)	87,856	(52%)
Infrastructure - Miscellaneous	13	(87,599)	(25,000)	(150,000)	(62,599)	250%
Infrastructure - Streetscape	13	(35,265)	(115,192)	(317,368)	79,927	(69%)
Infrastructure - Rights of Way	13	(7,334)	0	(96,000)	(7,334)	
Infrastructure - Irrigation	13	(17,615)	0	(20,000)	(17,615)	
Total Capital Expenditure		(654,406)	(504,392)	(4,590,225)	(150,014)	
<b>Net Cash from Capital Activities</b>		<b>(498,755)</b>	<b>(474,392)</b>	<b>(2,553,508)</b>	<b>(24,363)</b>	
<b>Financing</b>						
Self-Supporting Loan Principal		0	0	64,906	0	
Transfer from Reserves	7	0	0	2,214,660	0	
Repayment of Debentures & Leases	10	(157,150)	(193,368)	(407,019)	36,218	(19%)
Transfer to Reserves	7	(19,018)	(10,326)	(100,799)	(8,692)	84%
<b>Net Cash from Financing Activities</b>		<b>(176,168)</b>	<b>(203,694)</b>	<b>1,771,748</b>	<b>27,526</b>	
<b>Net Operations, Capital and Financing</b>		<b>9,508,618</b>	<b>7,649,078</b>	<b>(1,089,767)</b>	<b>1,859,540</b>	
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,810,837</b>	<b>1,483,578</b>	<b>556,930</b>	<b>327,259</b>	<b>22%</b>
<b>Closing Funding Surplus(Deficit)</b>	3	<b>11,319,455</b>	<b>9,132,656</b>	<b>(532,837)</b>	<b>2,186,799</b>	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

**TOWN OF COTTESLOE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 30 September 2022**

	YTD Actual (b)	YTD Budget (a)	Annual Budget	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
Note	\$	\$	\$	\$	%	
<b>Operating Revenues</b>						
Rates	9	11,956,487	11,943,944	11,943,944	12,543	0%
Operating Grants, Subsidies and Contributions	11	42,123	50,693	321,479	(8,570)	(17%)
Fees and Charges		929,493	776,909	3,082,971	152,584	20%
Interest Earnings		105,219	54,907	119,710	50,312	92%
Other Revenue		33,569	47,830	244,671	(14,261)	(30%)
Profit on Disposal of Assets	8	0	22,612	90,450	(22,612)	(100%)
Total Operating Revenue		13,066,891	12,896,895	15,803,225	169,996	
<b>Operating Expense</b>						
Employee Costs		(1,437,730)	(1,737,799)	(6,876,701)	300,069	17%
Materials and Contracts		(1,160,936)	(2,291,858)	(7,866,977)	1,130,922	49%
Utility Charges		(25,714)	(114,464)	(378,779)	88,750	78%
Depreciation on Non-Current Assets		(704,805)	(722,450)	(2,889,761)	17,645	2%
Interest Expenses		(95,846)	(78,685)	(209,683)	(17,161)	(22%)
Insurance Expenses		(102,758)	(201,224)	(223,945)	98,466	49%
Other Expenditure		(62,059)	(108,060)	(464,697)	46,001	43%
Total Operating Expenditure		(3,589,848)	(5,254,540)	(18,910,543)	1,664,692	
<b>Funding Balance Adjustments</b>						
Add back Depreciation		704,805	722,450	2,889,761	(17,645)	(2%)
Adjust Right of Use Assets Liability Non-Current		0	0	0	0	
Adjust (Profit)/Loss on Asset Disposal	8	0	(22,612)	(90,450)	22,612	(100%)
Adjust Non Current Receivables		0	0	0	0	
Receivable from LG's Non-Current		0	0	0	0	
Adjustment for increase in current provisions written back		1,693	0		1,693	
Adjustment for increase in Non-Current Accrued Expense (Payables)		0	0	0	0	
Adjustment for increase in LSL Payable to LG's Non-Current		0	0	0	0	
Adjustment for decrease in Non-Current Employee Provisions		0	(15,029)	0	15,029	(100%)
<b>Net Cash from Operations</b>		<b>10,183,541</b>	<b>8,327,164</b>	<b>(308,007)</b>	<b>1,856,377</b>	
<b>Capital Revenues</b>						
Grants, Subsidies and Contributions	11	155,651	0	1,838,717	155,651	
Proceeds from Disposal of Assets	8	0	30,000	198,000	(30,000)	(100%)
Total Capital Revenues		155,651	30,000	2,036,717	125,651	

**TOWN OF COTTESLOE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 30 September 2022**

		YTD	YTD		Var. \$	Var. %
	Note	Actual	Budget	Annual Budget	(b)-(a)	(b)-(a)/(a)
		(b)	(a)		(b)-(a)	(b)-(a)/(a)
		\$	\$	\$	\$	%
<b>Capital Expenses</b>						
Furniture and Equipment	13	0	(30,000)	(113,000)	30,000	100%
Land and Buildings	13	(255,606)	(60,000)	(1,473,198)	(195,606)	(326%)
Plant and Equipment	13	(32,800)	(50,000)	(334,800)	17,200	34%
Infrastructure - Roads	13	(5,193)	0	(585,277)	(5,193)	
Infrastructure - Car parks	13	(40,513)	0	(10,000)	(40,513)	
Infrastructure - Footpaths	13	(89,185)	(46,800)	(720,000)	(42,385)	(91%)
Infrastructure - Drainage	13	(3,752)	(10,000)	(50,000)	6,248	62%
Infrastructure - Parks & Reserves	13	(79,544)	(167,400)	(720,582)	87,856	52%
Infrastructure - Miscellaneous	13	(87,599)	(25,000)	(150,000)	(62,599)	(250%)
Infrastructure - Streetscape	13	(35,265)	(115,192)	(317,368)	79,927	69%
Infrastructure - Rights of Way	13	(7,334)	0	(96,000)	(7,334)	
Infrastructure - Irrigation	13	(17,615)	0	(20,000)	(17,615)	
Total Capital Expenditure		(654,406)	(504,392)	(4,590,225)	(150,014)	
<b>Net Cash from Capital Activities</b>		<b>(498,755)</b>	<b>(474,392)</b>	<b>(2,553,508)</b>	<b>(24,363)</b>	
<b>Financing</b>						
Self-Supporting Loan Principal		0	0	64,906	0	
Transfer from Reserves	7	0	0	2,214,660	0	
Repayment of Debentures	10	(157,150)	(193,368)	(407,019)	36,218	19%
Transfer to Reserves	7	(19,018)	(10,326)	(100,799)	(8,692)	(84%)
<b>Net Cash from Financing Activities</b>		<b>(176,168)</b>	<b>(203,694)</b>	<b>1,771,748</b>	<b>27,526</b>	
<b>Net Operations, Capital and Financing</b>		<b>9,508,618</b>	<b>7,649,078</b>	<b>(1,089,767)</b>	<b>1,859,540</b>	
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,810,837</b>	<b>1,483,578</b>	<b>556,930</b>	<b>327,259</b>	<b>22%</b>
<b>Closing Funding Surplus(Deficit)</b>	3	<b>11,319,455</b>	<b>9,132,656</b>	<b>(532,837)</b>	<b>2,186,799</b>	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

**TOWN OF COTTESLOE**  
**STATEMENT OF FINANCIAL POSITION**  
For the Period Ended 30 September 2022

	2022-2023 YTD Actual \$	2021-2022 Actual \$
<b>CURRENT ASSETS</b>		
Receivables - Rates		
Rates	4,235,073	121,608
Emergency Services Levies	805,961	28,379
Rates and ESL Rebates	438,235	2,893
Receivables - Sundry Debtors		
Accounts Receivable - Debtors	109,179	173,473
Provision for Doubtful Debts - Debtors	(21,829)	(21,829)
Accounts Receivable - Infringements	408,221	430,985
Provision for Doubtful Debts - Infringements	(189,803)	(189,803)
Accrued Income	52,388	8,313
Prepayments	260,138	109,275
Long Service Leave from other LG's	(44,153)	(45,153)
Other	0	0
Loans	64,906	64,906
Inventories	33,355	32,029
Provision for Obsolescence - Inventories	(22,849)	(22,849)
Cash Assets		
Municipal Account	6,169,636	5,682,922
Till Floats & Petty Cash	1,300	1,300
Term Investments	3,617,473	12,805
Restricted - Reserves	8,268,891	8,262,439
Restricted - Trust Deposits	671,603	671,603
<b>TOTAL CURRENT ASSETS</b>	<b>24,857,725</b>	<b>15,323,296</b>
<b>CURRENT LIABILITIES</b>		
Payables	1,796,159	1,318,682
Bonds - other creditors	746,235	694,318
Trust - POS	669,362	669,362
Income in Advance	75,531	471,415
Accrued Expenses	314,273	877,252
Long Service Leave to other LG's	49,462	49,462
Interest Bearing Liabilities	194,315	350,347
Lease Liability	55,633	56,751
Provisions	1,155,516	1,153,823
<b>TOTAL CURRENT LIABILITIES</b>	<b>5,056,486</b>	<b>5,641,412</b>
<b>NON CURRENT ASSETS</b>		
Receivables		
Deferred Rates	107,344	107,344
Deferred ESL	14,628	14,628
Self Supporting Loans	211,591	211,591
Long Service Leave from other LG's	100,040	100,040
Financial Assets at fair value through profit and loss		
Units in WALGA House Trust	116,706	116,706
Right of Use Assets		
Right of Use - Leased Assets	1,177,430	1,177,430
Property Plant and Equipment		
Furniture and Equipment	800,666	1,066,259
Land and Buildings	60,082,269	60,022,293
Plant and Equipment	785,954	782,665
Equity Investments	531,778	531,778
Infrastructure		
Roads	13,356,758	13,559,233
Car Parks	956,131	936,324
Footpaths	4,953,971	4,912,885
Drainage	5,541,613	5,558,273
Parks and Reserves	3,112,278	3,092,659
Miscellaneous	8,175,140	8,349,555
Street Furniture	1,635,175	1,617,673
Right of Ways	919,353	925,765
Irrigation	190,956	173,341
<b>TOTAL NON CURRENT ASSETS</b>	<b>102,769,781</b>	<b>103,256,442</b>

TOWN OF COTTESLOE  
STATEMENT OF FINANCIAL POSITION  
For the Period Ended 30 September 2022

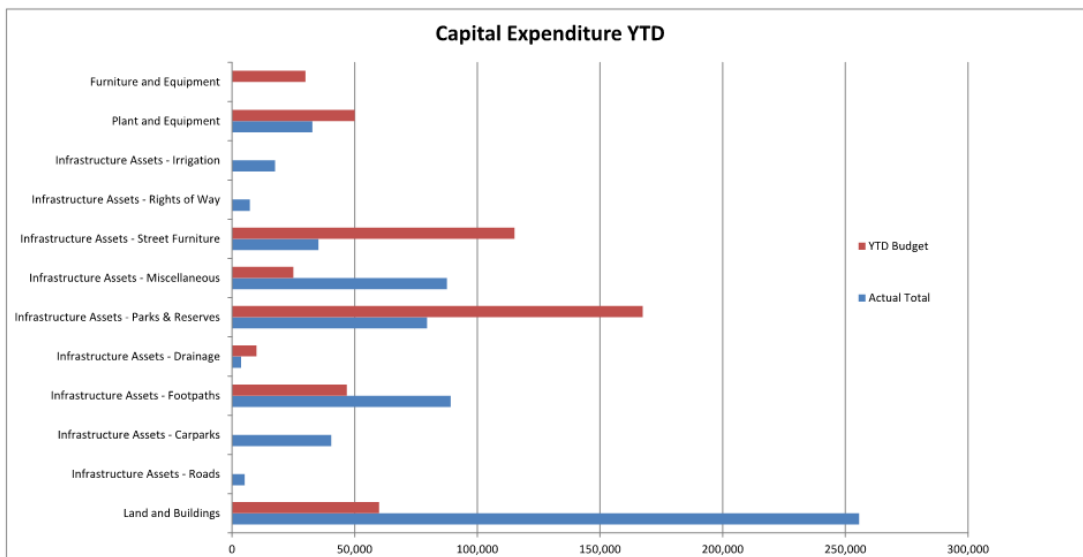
	2022-2023 YTD Actual \$	2021-2022 Actual \$
<b>NON CURRENT LIABILITIES</b>		
Payables	0	0
Long Service Leave to other LG's	53,138	53,138
Interest Bearing Liabilities		
Debentures	2,460,557	2,460,557
Lease Liabilities	1,188,423	1,188,423
Provisions	143,119	143,119
<b>TOTAL NON CURRENT LIABILITIES</b>	<b>3,845,237</b>	<b>3,845,237</b>
<b>NET ASSETS</b>	<b>118,725,783</b>	<b>109,093,089</b>
<b>EQUITY</b>		
Reserves - Cash Backed	8,286,082	8,267,064
Reserves - Asset Revaluation	71,591,811	71,591,811
Retained Surplus	38,847,891	29,234,214
<b>TOTAL EQUITY</b>	<b>118,725,784</b>	<b>109,093,089</b>
<b>RESERVES - CASH BACKED</b>		
Opening Balance	8,591,484	8,591,484
Transfer to Reserves	516,434	497,416
Transfer from Reserves	(821,836)	(821,836)
<b>TOTAL RESERVES - CASH BACKED</b>	<b>8,286,082</b>	<b>8,267,064</b>
<b>RESERVES - ASSET REVALUATION</b>		
Opening Balance	71,591,811	71,591,811
<b>TOTAL RESERVES - ASSET REVALUATION</b>	<b>71,591,811</b>	<b>71,591,811</b>
<b>RETAINED SURPLUS</b>		
Opening Balance	28,434,029	28,434,029
Change in Net Assets from Operations	10,108,460	475,765
Transfer from Reserve	821,836	821,836
Transfer to Reserve	(516,434)	(497,416)
<b>TOTAL RETAINED SURPLUS</b>	<b>38,847,891</b>	<b>29,234,214</b>
<b>TOTAL EQUITY</b>	<b>118,725,784</b>	<b>109,093,089</b>

**TOWN OF COTTESLOE**  
**STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING**  
 For the Period Ended 30 September 2022

Capital Acquisitions	Note	Actual New /Upgrade (a)	Actual (Renewal) Expenditure (b)	Actual Total (c) = (a)+(b)	YTD Budget (d)	Annual Budget	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land and Buildings	13	0	255,606	255,606	60,000	1,473,198	195,606
Infrastructure Assets - Roads	13	5,193	0	5,193	0	585,277	5,193
Infrastructure Assets - Carparks	13	40,513	0	40,513	0	10,000	40,513
Infrastructure Assets - Footpaths	13	0	89,185	89,185	46,800	720,000	42,385
Infrastructure Assets - Drainage	13	1,134	2,618	3,752	10,000	50,000	(6,248)
Infrastructure Assets - Parks & Reserves	13	0	79,544	79,544	167,400	720,582	(87,856)
Infrastructure Assets - Miscellaneous	13	87,599	0	87,599	25,000	150,000	62,599
Infrastructure Assets - Street Furniture	13	0	35,265	35,265	115,192	317,368	(79,927)
Infrastructure Assets - Rights of Way	13	7,334	0	7,334	0	96,000	7,334
Infrastructure Assets - Irrigation	13	0	17,615	17,615	0	20,000	17,615
Plant and Equipment	13	32,800	0	32,800	50,000	334,800	(17,200)
Furniture and Equipment	13	0	0	0	30,000	113,000	(30,000)
<b>Capital Expenditure Totals</b>		<b>174,573</b>	<b>479,833</b>	<b>654,406</b>	<b>504,392</b>	<b>4,590,225</b>	<b>150,014</b>

**Funded By:**

<b>Capital Grants and Contributions</b>	<b>155,651</b>	<b>0</b>	<b>1,754,321</b>	<b>(155,651)</b>
<b>Borrowings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other (Disposals &amp; C/Fwd)</b>	<b>0</b>	<b>30,000</b>	<b>198,000</b>	<b>(30,000)</b>
<b>Own Source Funding - Cash Backed Reserves</b>				
Property Reserve	0	0	1,173,198	0
Infrastructure Reserve	0	0	50,000	0
IT Reserve	0	0	695,000	0
Right of Way Reserve	0	0	96,000	0
Active Transport Reserve	0	0	142,466	0
<b>Total Own Source Funding - Cash Backed Reserves</b>	<b>0</b>	<b>0</b>	<b>2,156,664</b>	<b>0</b>
<b>Own Source Funding - Operations</b>	<b>498,755</b>	<b>474,392</b>	<b>481,240</b>	<b>335,665</b>
<b>Capital Funding Total</b>	<b>498,755</b>	<b>504,392</b>	<b>4,590,225</b>	<b>150,014</b>



Comments

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Accounting**

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

**Critical Accounting Estimates**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

**(b) The Local Government Reporting Entity**

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

**(c) Rounding Off Figures**

All figures shown in this statement are rounded to the nearest dollar.

**(d) Rates, Grants, Donations and Other Contributions**

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

**(e) Goods and Services Tax**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable.

The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(f) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

**(g) Trade and Other Receivables**

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

**(h) Inventories**

***General***

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

***Land Held for Resale***

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

**(i) Fixed Assets**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(j) Depreciation of Non-Current Assets**

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Buildings	33 - 159 years
Furniture and Equipment	2 to 15 years
Plant and Equipment	2 to 10 years
Infrastructure - Roads	25 to 50 years
Infrastructure - Footpaths	26 to 50 years
Infrastructure - Drainage	20 to 50 years
Infrastructure - Irrigation	8 to 25 years
Infrastructure - Parks	5 to 237 years
Infrastructure - Streetscapes	15 to 25 years
Infrastructure - Right of Ways	34 years
Infrastructure - Carparks	34 years
Infrastructure - Miscellaneous	10 to 60 years

**(k) Trade and Other Payables**

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

**(l) Employee Benefits**

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

**(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)**

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Town has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Town expects to pay and includes related on-costs.

**(ii) Annual Leave and Long Service Leave (Long-term Benefits)**

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Town does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(m) Interest-bearing Loans and Borrowings**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

***Borrowing Costs***

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

**(n) Provisions**

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

**(o) Current and Non-Current Classification**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(p) Nature or Type Classifications**

**Rates**

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

**Operating Grants, Subsidies and Contributions**

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

**Non-Operating Grants, Subsidies and Contributions**

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

**Profit on Asset Disposal**

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

**Fees and Charges**

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

**Service Charges**

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies the These are television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**Interest Earnings**

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**Other Revenue / Income**

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

**Employee Costs**

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

**Materials and Contracts**

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

**Utilities (Gas, Electricity, Water, etc.)**

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(q) Nature or Type Classifications (Continued)**

**Insurance**

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

**Loss on asset disposal**

Loss on the disposal of fixed assets.

**Depreciation on non-current assets**

Depreciation expense raised on all classes of assets.

**Interest expenses**

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

**Other expenditure**

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

**(r) Statement of Objectives**

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

In order to discharge its responsibilities to the community, the Town has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Town's Community Vision, and for each of its broad activities/programs.

**COMMUNITY VISION**

"To preserve and improve Cottesloe's natural and built environment and beach lifestyle by using sustainable strategies. Members of the community will continue to be engaged to shape the future for Cottesloe and strengthen Council's leadership role."

**(s) Reporting Programs**

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

**GOVERNANCE**

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed.

**GENERAL PURPOSE FUNDING**

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues. The costs associated with raising the above mentioned revenues, e.g. Valuation expenses, debt collection and overheads.

**LAW, ORDER, PUBLIC SAFETY**

Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.

**HEALTH**

Health inspection services and food quality control.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(s) Reporting Programs (Continued)**

**COMMUNITY AMENITIES**

Sanitation, stormwater drainage, protection of the environment, public conveniences and town planning.

**RECREATION AND CULTURE**

Parks, gardens and recreation reserves, library services, swimming facilities, walk trails, foreshore and public halls.

**TRANSPORT**

Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase, and cleaning of streets.

**ECONOMIC SERVICES**

Tourism, community development, pest control, building services and private works.

**OTHER PROPERTY & SERVICES**

Plant works, plant overheads and stock of materials.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**Note 2: EXPLANATION OF MATERIAL VARIANCES (> \$25,000 and 15%)**

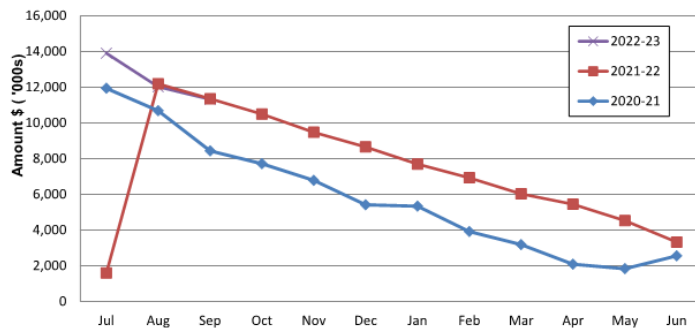
Reporting Program	Var. \$ YTD	Var. %	Timing/ Permanent	Explanation of Variance
<b>Operating Revenues</b>				
Operating Grants, Subsidies and Contributions	(8,570)	(17%)	Timing	Advance payment of Eric Street funding
Fees and Charges	152,584	20%	Permanent	Hire than anticipated income on facility hire, building licence fees and development application fees
Interest Earnings	50,312	92%	Permanent	Higher than anticipated interest earned on investments
Profit on Disposal of Assets	(22,612)	(100%)	Timing	Delays on delivery of replacement vehicles
<b>Capital Revenues</b>				
Grants, Subsidies and Contributions	155,651		Timing	Advance payment of Eric Street funding
<b>Total Revenue Variance</b>	<b>295,647</b>			
<b>Operating Expenses</b>				
Employee Costs	300,069	17%	Timing	Backpay relating to approval of new EBA
Materials and Contracts	1,130,922	49%	Timing	Grove Library operating costs, delays in projects carried forward from previous financial year including ERP System Implementation, Local Planning Strategy Review and Cottesloe Village Precinct
Utility Charges	88,750	78%	Timing	Various utility costs including road and facilities maintenance
Interest Expenses	(17,161)	(22%)	Timing	Depot Lease Interest
Insurance Expenses	98,466	49%	Timing	Second insurance installment paid in October
Other Expenditure	46,001	43%	Timing	Elected member expenses
<b>Capital Expenses</b>				
Furniture and Equipment	30,000	(100%)	Timing	Timing of expenditure on Parking Sensors
Land and Buildings	(195,606)	326%	Timing	Timing of expenditure on Anderson Pavilion
Furniture and Equipment	17,200	(34%)	Timing	Timing of delivery of plant replacement
Infrastructure - Drainage	6,248	(62%)	Timing	Timing of expenditure on Drainage Works
Infrastructure - Parks & Reserves	87,856	(52%)	Timing	Timing of expenditure on Cottesloe Skatepark and East Cottesloe Playground
Infrastructure - Miscellaneous	(62,599)	250%	Timing	Timing of expenditure on End of Trip Cycling Facilities and Foreshore Revitalisation Project
Infrastructure - Streetscape	79,927	(69%)	Timing	Timing of expenditure on Urban Canopy Program
<b>Total Expenditure Variance</b>	<b>1,514,678</b>			
<b>Financing</b>				
Repayment of Debentures	36,218	19%	Timing	Timing on loan repayments

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**Note 3: NET CURRENT FUNDING POSITION**

	Note	Positive=Surplus (Negative=Deficit)	
		YTD 30 September 2022	30 June 2022
		\$	\$
<b>Current Assets</b>			
Municipal Account		6,169,636	5,682,922
Till Floats & Petty Cash		1,300	1,300
Term Investments		3,617,473	12,805
Restricted - Reserves		8,268,891	8,262,439
Restricted - Trust Deposits		671,603	671,603
Rates		4,235,073	121,608
Emergency Services Levies		805,961	28,379
Rates and ESL Rebates		438,235	2,893
Accounts Receivable - Debtors		109,179	173,473
Provision for Doubtful Debts - Debtors		(21,829)	(21,829)
Accounts Receivable - Infringements		408,221	430,985
Provision for Doubtful Debts - Infringements		(189,803)	(189,803)
Accrued Income		52,388	8,313
Self Supporting Loans		64,906	64,906
Prepayments		260,138	109,275
Long Service Leave from other LG's		(44,153)	(45,153)
Other		0	0
Inventories		33,355	32,029
Provision for Obsolescence - Inventories		(22,849)	(22,849)
		<b>24,857,725</b>	<b>15,323,296</b>
<b>Less: Current Liabilities</b>			
Payables		(1,796,159)	(1,318,682)
Bonds - other creditors		(746,235)	(694,318)
Trust - POS		(669,362)	(669,362)
Income in Advance		(75,531)	(471,415)
Accrued Expenses		(314,273)	(877,252)
Long Service Leave to other LG's		(49,462)	(49,462)
Interest Bearing Liabilities		(194,315)	(350,347)
Other		0	0
Lease Liability		(55,633)	(56,751)
Provisions		(1,155,516)	(1,153,823)
		<b>(5,056,486)</b>	<b>(5,641,412)</b>
<b>Less:</b>			
Cash Reserves	7	(8,268,891)	(8,262,439)
Loans - Clubs		(64,906)	(64,906)
Other Liabilities		(1,554,996)	(1,104,623)
<b>Add:</b>			
Loans		194,315	350,347
Lease Liability		55,633	56,751
Provisions		1,155,516	1,153,823
<b>Net Current Funding Position</b>		<b>11,317,910</b>	<b>1,810,837</b>

**Note 3 - Liquidity Over the Year**



Comments - Net Current Funding Position

TOWN OF COTTESLOE  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 30 September 2022

Note 4: CASH AND INVESTMENTS

	Interest Rate	Green or ESG Deposit	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) <b>Cash Deposits</b>								
Municipal Bank Account	Variable	N	6,169,636			6,169,636	NAB	At Call
(b) <b>Term Deposits</b>								
Term Deposit xx-xxx-3360	2.85%	N			671,603	671,603	NAB	17-Nov-22
Term Deposit xx-xxx-9802	2.85%	N	6,436			6,436	NAB	12-Dec-22
Term Deposit xx-xxx-6659	2.85%	N	6,369			6,369	NAB	12-Dec-22
Term Deposit xx-xxx-1864	0.20%	N		1,863,208		1,863,208	WBC	15-Nov-22
Term Deposit xx-xxx-5968	1.05%	N		1,859,245		1,859,245	WBC	04-Sep-22
Term Deposit (ESGTD)	2.48%	Y		1,623,612		1,623,612	CBA	10-Nov-22
Term Deposit (ESGTD)	2.67%	Y		1,615,246		1,615,246	CBA	28-Nov-22
Term Deposit xx-xxx-2215	2.30%	N		273,924		273,924	NAB	27-Sep-22
Term Deposit xx-xxx-9233	3.00%	N		936,940		936,940	NAB	04-Jan-23
Term Deposit xx-xxx-2839	2.76%	N		96,717		96,717	NAB	28-Nov-22
Term Deposit (ESGTD)	1.80%	y	802,367			802,367	CBA	02-Sep-22
Term deposit - xx-xxx-9719	1.75%	N	802,301			802,301	NAB	02-Sep-22
Term deposit - xx-xxx-7915	3.45%	N	2,000,000			2,000,000	NAB	20-Dec-22
<b>Total</b>			<b>9,787,109</b>	<b>8,268,891</b>	<b>671,603</b>	<b>18,727,604</b>		

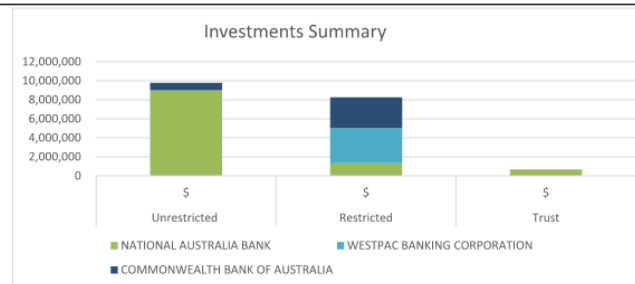
SUMMARY OF FUNDS INVESTED IN TERM & CASH DEPOSITS

BANK	Unrestricted \$	Restricted \$	Trust \$	Total \$	Total %	Total Green/ESG Deposits \$	Total Non Green Deposits \$
NATIONAL AUSTRALIA BANK	8,984,742	1,307,581	671,603	10,963,926	58.5%	-	10,963,926
WESTPAC BANKING CORPORATION	-	3,722,453	-	3,722,453	19.9%	-	3,722,453
COMMONWEALTH BANK OF AUSTRALIA	802,367	3,238,858	-	4,041,225	21.6%	3,238,858	802,367
<b>TOTAL</b>	<b>9,787,109</b>	<b>8,268,891</b>	<b>671,603</b>	<b>18,727,604</b>	<b>100%</b>	<b>3,238,858</b>	<b>15,488,746</b>

Comments/Notes - Investments

When interest rates are competitive, the Town invests in Green Deposits and in Environmental, Social, Governance Term Governance Term Deposits (ESGTD).

At year end Municipal Term Deposits were called in, which resulted in a higher portfolio amount in NAB. Although further funds have been invested, additional rates payments continue to cause a higher proportional balance in NAB.





TOWN OF COTTESLOE  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 September 2022

Note 5: BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

There have been no budget amendments to date

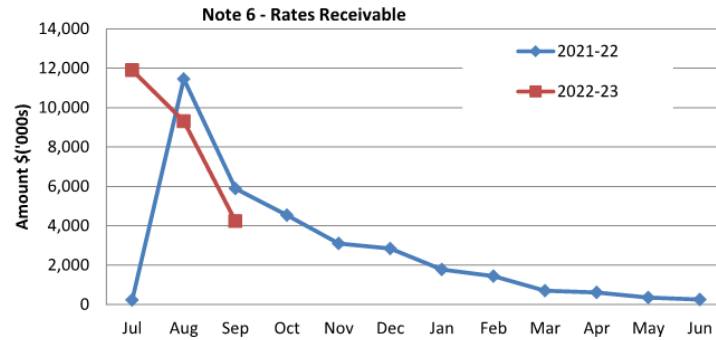
TOWN OF COTTESLOE  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 30 September 2022

**Note 6: RECEIVABLES**

**Receivables - Rates**

	YTD 30 September 2022	YTD 30 September 2021	30 June 2022
	\$	\$	\$
Opening Arrears Previous Years	260,224	315,399	269,670
Levied this year	11,956,487	11,299,124	10,875,226
Less Collections to date	(7,981,638)	(5,719,705)	(10,884,672)
<b>Equals Current Outstanding</b>	<b>4,235,073</b>	<b>5,894,818</b>	<b>260,224</b>
<b>Net Rates Collectable</b>	<b>4,235,073</b>	<b>5,894,818</b>	<b>260,224</b>
% Collected	65.33%	49.25%	97.67%

**Net Rates Collectable**  
 % Collected



**Comments/Notes - Receivables Rates**

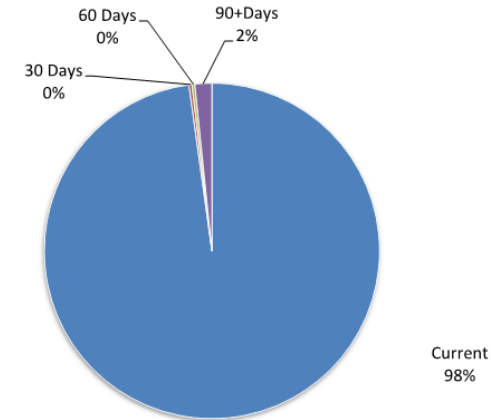
Rates were issued 12 August 2022, with a due date of 23 September 2022.  
 In 2021-2022 the due date was 28 September 2021.

**Receivables - General**

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	106,780	314	299	1,786
<b>Total Receivables General Outstanding</b>				<b>109,179</b>

Amounts shown above include GST (where applicable)

**Note 6 - Accounts Receivable (non-rates)**



**Comments/Notes - Receivables General**

TOWN OF COTTESLOE  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 30 September 2022

**Note 6: RECEIVABLES (Continued)**

Itemised Listing of Sundry Debtors greater than \$1,000 and older than 90 days not on a complying payment arrangement

Debtor No	Debtor Name	>90 days \$	Total \$	Narration
1360	KMAG Events Pty Ltd t/as Cottesloe Eatz & Beatz Festival	\$ 9,202.41	\$ 9,385.46	Hire of Event bins & Health Licence fees
1105	Sinclair Product Management (WA) Pty Ltd	\$ 1,072.12	\$ 1,197.62	Commercial Waste Charges
556	Ocean Group Cottesloe Pty Ltd	\$ 2,017.03	\$ 8,774.08	Health licence fees & Food Act Infringement
255	TG Lyons	\$ 1,000.00	\$ 1,000.00	Building Act Infringement

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Comments/Notes - Receivables General

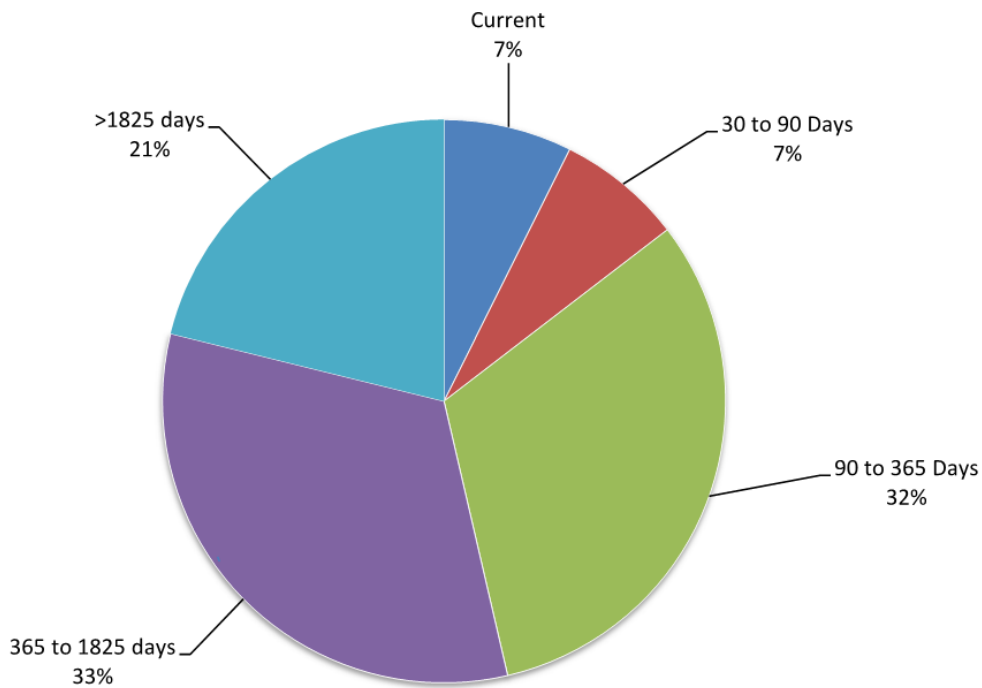
**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**Note 6: RECEIVABLES (Continued)**

Receivables - Infringements	Current	30 to 90 Days	90 to 365 Days	365 to 1825 days	>1825 days
	\$	\$	\$		\$
Receivables - Infringements	30,100	29,437	129,748	132,623	86,313
<b>Total Receivables General Outstanding</b>					<b><u>408,221</u></b>

Amounts shown above include GST (where applicable)

**Note 6 - Accounts Receivable - Infringements**



**Comments/Notes - Receivables Infringements**

The majority of infringement debtors over ninety days are with Fines Enforcement Registry for collection.

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**Note 7: Cash Backed Reserve**

2022-23

Name	Sub Account	Opening Balance Budget	Opening Balance Actual	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Waste Management Reserve	219	199,588	199,587	997	440	0	0	0	0	199,369	200,027
Property Reserve	220	1,317,550	1,317,550	7,191	3,176	16,500	0	0	0	428,831	1,320,726
Parking Reserve	221	0	11,790	0	26	0	0	0	0	0	11,816
Infrastructure Reserve	226	449,219	449,220	2,244	860	0	0	0	0	368,833	450,080
Leave Reserve	227	242,462	242,534	1,211	663	0	0	0	0	242,200	243,197
Civic Centre Reserve	228	272,045	272,045	1,359	600	0	0	0	0	249,963	272,645
Library Reserve	229	191,516	191,516	957	423	43,000	0	0	0	191,322	191,939
Legal Reserve	262	150,220	150,221	751	331	0	0	0	0	150,068	150,552
Foreshore Redevelopment Reserve	273	2,868,672	2,868,672	13,950	7,504	0	0	0	0	3,130,094	2,876,176
Right of Way Reserve	276	246,035	246,035	998	432	0	0	0	0	155,622	246,467
Sculpture and Artworks	299	118,605	118,605	593	262	0	0	0	0	118,485	118,867
Green Infrastructure Reserve Fund	307	190,463	190,463	952	420	0	0	0	0	190,272	190,883
Active Transport Reserve	308	516,516	516,516	2,581	1,140	0	0	0	0	515,998	517,656
Information Technology Reserve	309	695,200	695,200	3,473	1,534	0	0	0	0	669,445	696,734
Recreation Precinct Reserve	310	9,588	9,587	48	21	0	0	0	0	0	9,608
Shark Barrier Reserve	323	135,936	135,936	679	300	0	0	0	0	135,799	136,236
Public Open Space Reserve	384	651,588	651,587	3,256	886	0	0	0	0	401,000	652,473
Cash-in-lieu of Public Open Space Reserve		11,790	0	59	0	0	0	0	0	11,780	0
		<b>8,266,993</b>	<b>8,267,064</b>	<b>41,299</b>	<b>19,018</b>	<b>59,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,159,081</b>	<b>8,286,082</b>

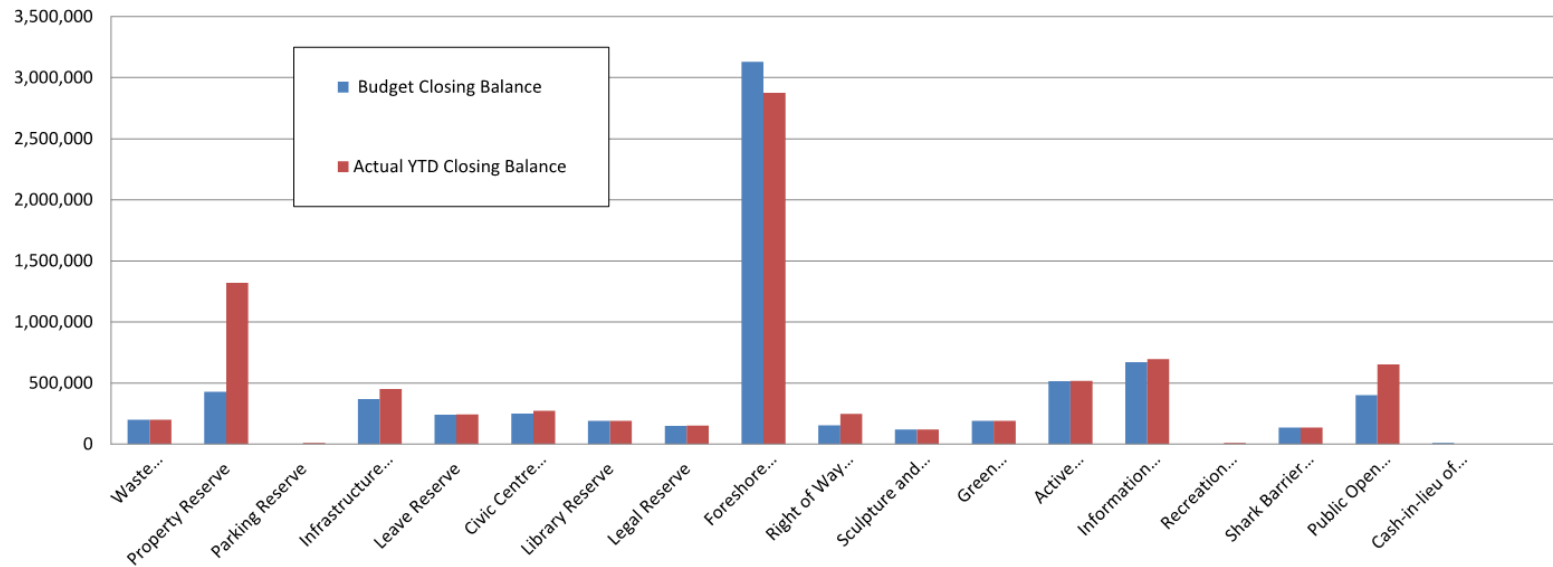
Comments/Notes - Reserves

TOWN OF COTTESLOE  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 30 September 2022

**Note 7: Cash Backed Reserve (Continued)**

2022-23

**Note 7 - Year To Date Reserve Balance to End of Year Estimate**



TOWN OF COTTESLOE  
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
 For the Period Ended 30 September 2022

Note 8: CAPITAL DISPOSALS

Actual Profit/(Loss) of Asset Disposal				Disposals	Current Budget				Comments
					YTD 30 09 2022				
Cost/Revaluation	Accum Depr	Proceeds	Profit (Loss)		Proceeds full year	Annual Budget Profit/(Loss)	Actual Profit/(Loss)	Variance Profit/(Loss)	
\$	\$	\$	\$		\$	\$	\$	\$	
0	0	0	0	#1462 - Nissan Navara - Mgr Parks & Ops	18,000	0	0	0	Disposal not yet occurred
0	0	0	0	#1447 - Isuzu Dmax - Coord Parks & Ops	24,000	8,250	0	(8,250)	Disposal not yet occurred
0	0	0	0	#1469 - Honda CRV - Mgr Finance	22,000	5,800	0	(5,800)	Disposal not yet occurred
0	0	0	0	#1466 - Mazda CX5 - Coord Stat Planning	24,000	8,700	0	(8,700)	Disposal not yet occurred
0	0	0	0	#1375 - Hino 3 tonne truck - Ops	50,000	27,500	0	(27,500)	Disposal not yet occurred
0	0	0	0	#1430 - Mitsubishi 3 tonne truck - Ops	60,000	40,200	0	(40,200)	Disposal not yet occurred
0	0	0	0		198,000	90,450	0	(90,450)	

Comments/Notes - Asset Disposals  
 Scheduled disposal of assets has yet to occur

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

Note 9: RATING INFORMATION	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Total Revenue \$	Budget Rate Revenue \$
<b>RATE TYPE</b>							
<b>Differential General Rate</b>							
GRV - Residential Improved (RI)	0.07455105	3,232	130,989,303	9,765,390		9,765,390	9,746,142
GRV - Residential Vacant (RV)	0.07455105	82	3,504,250	261,246		261,246	269,038
GRV - Commercial Improved (CI)	0.07455105	62	7,959,186	593,366		593,366	593,366
GRV - Commercial Vacant (CV)	0.07455105	2	120,500	8,983		8,983	8,983
GRV - Commercial Town (CT)	0.08639715	119	10,638,957	919,176		919,176	919,176
GRV - Industrial (I)	0.07455105	1	28,020	2,089		2,089	2,089
<b>Sub-Totals</b>		3,498	153,240,216	11,550,249	0	11,550,249	11,538,794
<b>Minimum Payment</b>							
	<b>Minimum \$</b>						
GRV - Residential Improved (RI)	1,262	292	4,316,000	368,504		368,504	367,242
GRV - Residential Vacant (RV)	1,262	4	1,170	5,048		5,048	5,048
GRV - Commercial Improved (CI)	1,262	11	132,224	13,882		13,882	13,882
GRV - Commercial Town (CT)	1,262	19	253,171	23,978		23,978	23,978
<b>Sub-Totals</b>		326	4,702,565	411,412	0	411,412	410,150
Concession						11,961,661	11,948,944
<b>Amount from General Rates</b>						(5,174)	(5,000)
Ex-Gratia Rates						0	0
Specified Area Rates						0	0
<b>Totals</b>						<b>11,956,487</b>	<b>11,943,944</b>

**Comments - Rating Information**

Rates were issued 12 August 2022, with a due date of 23 September 2022.



**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**10. INFORMATION ON BORROWINGS**

## (a) Debenture Repayments

Particulars	Principal 1-Jul-22	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$
Loan 105 - Community Organisation	55,505	0	0	36,434	55,505	19,071	0	5,059
Loan 107 - Joint Library Project	2,616,935	0	138,093	280,682	2,478,842	2,336,253	85,181	183,285
Loan 108 - Community Organisation	138,464	0	0	33,231	138,464	105,233	0	4,411
	2,810,904	0	138,093	350,347	2,672,811	2,460,557	85,181	192,755

Loan numbers 105 and 108 are financed from community organisations. Loan number 107 is financed by general purpose revenue.

## (b) New Debentures

No new debentures are budgeted during 2022/23.

**TOWN OF COTTESLOE  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 September 2022**

**Note 11: GRANTS AND CONTRIBUTIONS**

Program/Details	Grant/Contribution Provider	2022-23 Original Budget	Variations Additions (Deletions)	Operating	Capital	Recoup Status	
						Received	Not Received
		\$	\$	\$	\$	\$	\$
<b>GENERAL PURPOSE FUNDING</b>							
Grants Commission - General Purpose	WA Local Government Grants Commission	78,201		78,201		12,335	65,866
Grants Commission - Local Roads	WA Local Government Grants Commission	47,165		47,165		9,078	38,087
<b>GOVERNANCE</b>							
Occupational Health and Safety Initiatives	Local Government Insurance Services	200		200		0	200
<b>LAW, ORDER &amp; PUBLIC SAFETY</b>							
CCTV Project - C/fwd to 22/23		30,000		30,000		0	30,000
All West Australians Reducing Emergencies (AWARE)	Department of Fire and Emergency Services	0					
<b>COMMUNITY AMENITIES</b>							
Better bins project	Government of WA - Waste Authority	0		0		0	0
Food Organic Garden Organics	Department of Water & Environmental Regulation	20,000		20,000		20,000	0
<b>RECREATION AND CULTURE</b>							
Coastal degradation (CHRMAP)	Department of Planning, Lands and Heritage	100,000		100,000		710	99,290
Cottesloe Skatepark	Department of Primary Industries and Regional Development	80,000			80,000	0	80,000
East Cottesloe Playground	POS Cash in lieu	440,182			440,182	0	440,182
Contribution towards ANZAC day	RSL	1,818		1,818		0	1,818
Contribution to Cottesloe Cat 2022	Public Transport Authority	9,495		9,495		0	9,495
<b>TRANSPORT</b>							
Direct Grant	Main Roads WA	25,000		25,000		0	0
Eric St Shared Path	Department of Transport	350,000			350,000	155,651	194,349
Roads to Recovery Grant Funding	Department of Infrastructure, Regional Development and Cities	66,950			66,950	0	66,950
Marine Parade	Metropolitan Regional Road Group (MRRG)	345,551			345,551	0	345,551
Eric St Shared Path	Local roads Community Infrastructure Program (LRCI)	207,534			207,534	0	207,534
Urban Canopy Program	Main Roads WA	48,500			48,500	0	48,500
Street Light Subsidy	Main Roads WA	9,500		9,500			9,500
Contributions	Various	100		100			
Anderson Pavillion	Department of Local Government Sports and Recreation (CSRFF)	300,000			300,000	0	300,000
<b>TOTALS</b>		<b>2,160,196</b>	<b>0</b>	<b>321,479</b>	<b>1,838,717</b>	<b>197,774</b>	<b>1,937,322</b>
Operating		321,479				42,123	
Non-Operating		1,838,717				155,651	
		<u>2,160,196</u>				<u>197,774</u>	

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 September 2022**

**Note 12: TRUST FUND**

Funds held at balance date over which the Town has no control and which are not included in this statement are as follows:

Description	Opening Balance 1 Jul 22	Amount Received	Amount Paid	Closing Balance 30-Sep-22
Cash in lieu of public open space	\$ 671,603	\$ 0	\$ 0	\$ 671,603
	<b>671,603</b>	<b>0</b>	<b>0</b>	<b>671,603</b>

TOWN OF COTTESLOE  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 September 2022

te 13: CAPITAL WORKS PROGRAM

Level of completion indicator	Infrastructure Assets	Project No	YTD Actual	Annual Budget	YTD Variance (Under)/Over	Comment
	<b>Car Parks</b>					
●	Implementation of Parking Strategy	5.9000.5	20,519	0	20,519	21/22 expenditure C/fwd
●	ACROD Bays Installation and Upgrade	5.9000.2	19,994	10,000	9,994	21/22 expenditure C/fwd
	<b>Car Parks Total</b>		<b>40,513</b>	<b>10,000</b>	<b>30,513</b>	
○	<b>Drainage/Culverts</b>					
	Drainage Construction - Foreshore	10.6081.2	1,134	50,000	(48,866)	
	Drainage Renewal	11.9000.2	2,618	0	2,618	
	<b>Drainage/Culverts Total</b>		<b>3,752</b>	<b>50,000</b>	<b>(46,248)</b>	
○	<b>Footpaths</b>					
	Eric Street Shared Path	15.1051.2	83,185	700,000	(616,815)	
○	Various (Missing Links), Pram Ramp upgrades and kerb replacement	15.9000.2	6,000	20,000	(14,000)	
	<b>Footpaths Total</b>		<b>89,185</b>	<b>720,000</b>	<b>(630,815)</b>	
●	<b>Irrigation</b>					
	Replacement of Reticulation Pump at Cottesloe Oval	20.1136.2	8,110	10,000	(1,890)	C/fwd from 21/22
●	Replacement of Reticulation Pump at Pearse Street	20.6090.2	9,505	10,000	(495)	C/fwd from 21/22
	<b>Irrigation Total</b>		<b>17,615</b>	<b>20,000</b>	<b>(2,385)</b>	
○	<b>Right of Ways</b>					
○	ROW 4A	24.2021.2	0	7,000	(7,000)	
○	ROW 11	24.2055.2	0	18,000	(18,000)	
○	ROW 14B	24.2074.2	7,334	46,000	(38,666)	C/fwd from 21/22
○	ROW 58	24.2090.2	0	25,000	(25,000)	
	<b>Right of Way Total</b>		<b>7,334</b>	<b>96,000</b>	<b>(88,666)</b>	
●	<b>Parks and Ovals</b>					
○	Dutch Inn Playground Upgrade (C/F)	30.7031.2	37,930	55,400	(17,470)	C/fwd from 21/22
○	East Cottesloe Playground Upgrade (cash in lieu) (C/F)	30.7035.2	8,855	440,182	(431,327)	C/fwd from 21/22
●	Skatepark Preliminaries - landscaping design (C/F)	30.7045.2	31,344	20,000	11,344	C/fwd from 21/22
○	Shade Sails (C/F)	30.4085.2	0	15,000	(15,000)	C/fwd from 21/22
○	Harvey Field Preliminaries	30.6100.2	0	30,000	(30,000)	
○	Replace Grant Marine Park Softfall	30.6180.2	1,414	20,000	(18,586)	
○	Turf Refurbishment for Jasper Green	30.6110.2	0	20,000	(20,000)	
○	Turf Refurbishment for Grant Marine Park	30.6180.2	0	40,000	(40,000)	
○	John Black Dune Park landscaping	30.6120.2	0	80,000	(80,000)	
	<b>Parks and Ovals Total</b>		<b>79,543</b>	<b>720,582</b>	<b>(641,039)</b>	
○	<b>Buildings</b>					
○	Civic Centre Grounds Balustrade Repairs and Repointing	35.4050.2	0	10,000	(10,000)	
○	Civic Centre Re-painting works	35.4050.2	0	20,000	(20,000)	
○	Lessor Hall Solar Panel Installation	35.4052.2	0	18,000	(18,000)	
○	Anderson Pavilion Development (C/F)	35.4010.2	231,768	1,343,198	(1,111,430)	C/fwd from 21/22
○	Rugby Clubhouse - Access Improvements	35.4170.2	0	48,000	(48,000)	
○	Civic Centre - War Memorial Hall Audio Visual	35.4050.2	19,528	0	19,528	
○	Kitchen Upgrade - Seaview Kindergarten (C/F)	35.4180.2	0	20,000	(20,000)	C/fwd from 21/22
○	Asbestos removal, cladding, window replacement - Seaview Kindergarten	35.4180.2	4,310	14,000	(9,690)	
	<b>Buildings Total</b>		<b>255,606</b>	<b>1,473,198</b>	<b>(1,217,592)</b>	

TOWN OF COTTESLOE  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 30 September 2022

te 13: CAPITAL WORKS PROGRAM

Level of completion indicator	Infrastructure Assets	Project No	YTD Actual	Annual Budget	YTD Variance (Under)/Over	Comment
	<b>Roads</b>					
<input type="radio"/>	Marine Parade	40.1126.2	0	585,277	(585,277)	
	Broome Street	41.1030.2	5,193	0	5,193	
<input type="radio"/>	<b>Roads Total</b>		<b>5,193</b>	<b>585,277</b>	<b>(580,084)</b>	
	<b>Miscellaneous Infrastructure</b>					
<input type="radio"/>	Beach Access Path Upgrades & Modifications - S10, S12, N6 & N7	45.4131.2	7,650	150,000	(142,350)	
	Principal Shared Paths - Curtin Ave	45.1055.2	18,305	0	18,305	
	Foreshore Development	45.6080.2	61,644	0	61,644	21/22 expenditure C/fwd
<input checked="" type="radio"/>	<b>Miscellaneous Infrastructure Total</b>		<b>87,599</b>	<b>150,000</b>	<b>(62,401)</b>	
	<b>Streetscapes</b>					
<input type="radio"/>	Street Furniture	42.9000.2	0	10,000	(10,000)	
	Napolean Street	42.1138.2	803	0	803	
<input type="radio"/>	Street Tree Planting on verges	42.9000.5	24,760	258,868	(234,108)	
<input type="radio"/>	Street Tree Planting - Urban Canopy Program - Perth to Fremantle Stage 3 (C/F)	42.6125.2	9,702	48,500	(38,798)	C/fwd from 21/22
<input type="radio"/>	<b>Streetscapes Total</b>		<b>35,265</b>	<b>317,368</b>	<b>(282,103)</b>	
	<b>Plant , Equipment &amp; Vehicles Total</b>					
<input type="radio"/>	Plant, Machinery & Equipment	47.9000.2	32,800	334,800	(302,000)	Items not yet delivered
<input type="radio"/>	<b>Plant , Equip. &amp; Vehicles Total</b>		<b>32,800</b>	<b>334,800</b>	<b>(302,000)</b>	
	<b>Furniture &amp; Office Equip.</b>					
<input type="radio"/>	Photocopier	49.9000.18	0	25,000	(25,000)	
<input type="radio"/>	Public Consultation Software (C/F)	49.9000.27	0	11,500	(11,500)	C/fwd from 21/22
<input type="radio"/>	Parking sensors	49.9000.20	0	56,500	(56,500)	
<input type="radio"/>	Live streaming of meetings - hardware/software	49.9000.28	0	20,000	(20,000)	
<input type="radio"/>	<b>Furniture &amp; Office Equip. Total</b>		<b>0</b>	<b>113,000</b>	<b>(113,000)</b>	
<input type="radio"/>	<b>Capital Expenditure Total</b>		<b>654,405</b>	<b>4,590,225</b>	<b>(3,935,820)</b>	

Level of Completion Indicators

- 0%
- 20%
- 40%
- 60%
- 80%
- 100%

## TOWN OF COTTESLOE

## LIST OF ACCOUNTS PAID DURING SEPTEMBER 2022 AND PRESENTED TO A MEETING OF THE COUNCIL, HELD ON 22 NOVEMBER 2022

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
01/09/2022	2044.2-01	Australian Services Union	Payroll Deduction	\$ 207.20
01/09/2022	2044.3505-01	Fleet Choice Pty Ltd	Payroll Deduction	\$ 374.57
01/09/2022	2043.2575-01	SuperChoice Services Pty Ltd	Superannuation contributions	\$ 31,623.43
02/09/2022	2046.1771-01	D R Lappan	Payroll funds returned	\$ 2,928.73
02/09/2022	2045.1098-01	National Australia Bank Business Visa	Screen Replacement for Work Phone - \$350.00	\$ 1,484.36
			Adobe in-design - \$29.99	
			Mobile phone memory card and screen repair - \$423.00	
			Adobe Acrobat Pro - \$274.91	
			Mailchimp monthly plan - \$41.72	
			Adobe All-apps - \$76.99	
			Catering services - \$39.99	
			Catering services - \$237.51	
			Credit card fees - \$10.25	
07/09/2022	2047.211-01	Apac Aid (Inc.)	Native Tube Stock	\$ 600.20
07/09/2022	2047.1954-01	AusQ Training	Staff training	\$ 660.00
07/09/2022	2047.551-01	Australasian Performing Right Association	Music For Councils subscriptions	\$ 359.61
07/09/2022	2047.109-01	Award Contracting	17 Rosser St. service locating	\$ 539.00
07/09/2022	2047.544-01	B M Pember	IT software support and maintenance	\$ 6,641.25
07/09/2022	2047.941-01	Boatshed Market Pty Ltd	Catering services	\$ 397.00
07/09/2022	2047.188-01	Bob Jane T-Mart	Vehicle maintenance	\$ 2,070.00
07/09/2022	2047.3150-01	BrightMark Group Pty Ltd	Cleaning of Indiana public toilet	\$ 6,943.93
07/09/2022	2047.2028-01	Bug Busters	Termite Treatment Verge Tree	\$ 220.00
07/09/2022	2047.62-01	Bunnings Group Ltd	Hardware Supplies	\$ 2,446.12
07/09/2022	2047.2909-01	Limitless Promotions	Supply of Plastic Cat Tags	\$ 275.00
07/09/2022	2047.1541-01	Cat Haven	Daily Cat Impound Fee	\$ 242.00
07/09/2022	2047.2248-01	Coastline Mowers	Mower parts supplies	\$ 233.95
07/09/2022	2047.2380-01	Riverstone Custom Homes	Infrastructure bond refund	\$ 1,500.00
07/09/2022	2047.2424-01	Corsign WA Pty Ltd	Sign supplies	\$ 1,269.40

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
07/09/2022	2047.3743-01	D R Lewis	Native waterwise verge rebate	\$ 146.00
07/09/2022	2047.1464-01	D U Electrical Pty Ltd	Replace Old Pump at Cottesloe Oval	\$ 19,376.50
07/09/2022	2047.1503-01	Diamond Hire	Cherry Picker - Light Installation	\$ 705.00
07/09/2022	2047.2341-01	Electricity Generation and Retail	Electricity Supply	\$ 2,177.05
07/09/2022	2047.2600-01	Event & Conference Co Pty Ltd	Waste & Recycle Conference	\$ 1,280.00
07/09/2022	2047.3616-01	Farm Information Services Pty Ltd	Staff training	\$ 500.00
07/09/2022	2047.1923-01	Geraldine Nominees T/A Daimler Trucks	Vehicle maintenance	\$ 169.39
07/09/2022	2047.2570-01	Living Turf	Landscaping supplies	\$ 1,232.00
07/09/2022	2047.3727-01	LO-GO Appointments	Temp staff training	\$ 5,202.02
07/09/2022	2047.3632-01	Midland Sand & Soil Supplies	Footpath mix supplies	\$ 435.00
07/09/2022	2047.3745-01	J Fellows-Smith	Infrastructure bond refund	\$ 1,000.00
07/09/2022	2047.3742-01	J Pilkington	Catering services	\$ 126.96
07/09/2022	2047.3113-01	JB Hi-Fi Group Pty Ltd	IT hardware	\$ 62.71
07/09/2022	2047.3389-01	Jetlane Nominees Pty Ltd t/as Bikemore	E-Bike Servicing	\$ 191.50
07/09/2022	2047.1249-01	Jtagz Pty Ltd	Dog tag supplies	\$ 305.80
07/09/2022	2047.1985-01	Complete Building Supplies	Pine Bollards	\$ 1,313.40
07/09/2022	2047.22-01	Landgate - VGO	Gross Rental Valuations	\$ 735.72
07/09/2022	2047.89-01	Major Motors Pty Ltd	Vehicle maintenance	\$ 4,001.83
07/09/2022	2047.88-01	Managed IT Pty Ltd	IT software support and maintenance	\$ 773.39
07/09/2022	2047.19-01	McLeod's Barristers & Solicitors	Legal Advice	\$ 11,252.62
07/09/2022	2047.3174-01	Melanoma Institute Australia	Community Donation	\$ 5,000.00
07/09/2022	2047.86-01	Statewide Line Marking	Yellow stopping line/little marine parade	\$ 466.40
07/09/2022	2047.3383-01	Moma Solar	Replacement of damaged solar light	\$ 2,538.14
07/09/2022	2047.561-01	Perth Region NRM	Coastal & Marine Program	\$ 5,500.00
07/09/2022	2047.3140-01	Kerb Elite	supply and install 32m of kerb	\$ 1,595.00
07/09/2022	2047.1728-01	Pirtek (Fremantle) Pty Ltd	Power Steering Hose Repair	\$ 241.93
07/09/2022	2047.3308-01	Sigma Data Solutions	Annual Maintenance	\$ 20,231.49
07/09/2022	2047.976-01	Claremont Asphalt	Asphalt hump to verge	\$ 825.00
07/09/2022	2047.3744-01	R Villanueva	Bond refund	\$ 500.00
07/09/2022	2047.87-01	Repco	Supply car oil tyre repair kit	\$ 59.48
07/09/2022	2047.1997-01	Creation Landscape Supplies	Roadbase - Laneways 14 & 45A	\$ 1,229.10
07/09/2022	2047.3003-01	Surekleen Products Sales Pty Ltd	Cleaner Degreaser	\$ 382.54
07/09/2022	2047.201-01	The Environmental Printing Company	5000 A4 Letterhead	\$ 858.00
07/09/2022	2047.2504-01	The Fruit Box Group Pty Ltd	Milk Supplies	\$ 192.12
07/09/2022	2047.1956-01	Toolmart Australia Pty Ltd	2 Recip Saw	\$ 771.00

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
07/09/2022	2047.128-01	Total Packaging (WA) Pty Ltd	Dog waste bags	\$ 3,775.20
07/09/2022	2047.45-01	Town of Mosman Park	Waste Collection	\$ 40,073.72
07/09/2022	2047.2165-01	Kirkwood Deli	Catering services	\$ 335.50
07/09/2022	2047.3254-01	Ultimo Catering & Events Pty Ltd	Catering services	\$ 437.55
07/09/2022	2047.2524-01	Brennan Howell Battery World O'Connor	Vehicle maintenance	\$ 550.00
07/09/2022	2047.85-01	Western Metropolitan Regional Council	Transfer Station Waste Disposal	\$ 22,438.28
07/09/2022	2047.37-01	Winc Australia Pty Limited	General stationery	\$ 562.10
07/09/2022	2047.1671-01	Work Clobber	Protective clothing	\$ 139.00
07/09/2022	2047.1626-01	Young's Plumbing Service Pty Ltd	Plumbing services	\$ 151.80
08/09/2022	2048.982-01	Titan Ford	Vehicle purchase	\$ 38,280.29
14/09/2022	2050.3747-01	A Team Printing Pty Ltd	Printing services	\$ 677.60
14/09/2022	2050.2725-01	AMPAC Debt Recovery (WA) Pty Ltd	Debt Recovery Commission	\$ 47.30
14/09/2022	2050.2761-01	Aspect Studios Pty Ltd	Foreshore Masterplan Detail Design	\$ 28,744.93
14/09/2022	2050.1954-01	AusQ Training	Traffic Management Plan Update	\$ 237.60
14/09/2022	2050.139-01	Australia Post (StarTrack)	Daily Mail Collected/Delivered	\$ 2,746.26
14/09/2022	2050.3276-01	Battery World Claremont	Battery for Ford Mondeo	\$ 495.00
14/09/2022	2050.188-01	Bob Jane T-Mart	Tyre Repair	\$ 178.00
14/09/2022	2050.3150-01	BrightMark Group Pty Ltd	Cleaning-Indian Public Toilets & Consumables	\$ 6,943.93
14/09/2022	2050.62-01	Bunnings Group Ltd	Hardware Supplies	\$ 908.12
14/09/2022	2050.82-01	Civica Pty Ltd	IT Support to Jun 22	\$ 1,020.79
14/09/2022	2050.2424-01	Corsign WA Pty Ltd	Sign supplies	\$ 1,952.50
14/09/2022	2050.2354-01	Charles Service Company	Monthly Cleaning Service	\$ 4,098.44
14/09/2022	2050.545-01	Department of Fire & Emergency Services	2022/23 ESL Quarter 1 Contribution	\$ 558,702.88
14/09/2022	2050.2514-01	Element Advisory Pty Ltd	Prepare Heritage Strategy Phase 1 project	\$ 1,402.50
14/09/2022	2050.1479-01	Environmental Wastewater C S Pty Ltd	Street Sweeping Services	\$ 5,526.68
14/09/2022	2050.77-01	Galvins Plumbing Supplies	Plumbing services	\$ 1,158.91
14/09/2022	2050.1115-01	Green Skills Inc.	Landscaping supplies	\$ 5,106.81
14/09/2022	2050.2612-01	Instant Toilets & Showers Pty Ltd	Portable toilet hire	\$ 1,629.09
14/09/2022	2050.2644-01	Melville Mazda	Vehicle maintenance	\$ 4,585.55
14/09/2022	2050.1042-01	Iron Mountain Australia Group Pty Ltd	Secure Storage of Records	\$ 251.36
14/09/2022	2050.2151-01	Whitford Marquee & Party Hire	ANZAC Day Water weight structure	\$ 565.00
14/09/2022	2050.3537-01	L.M Power & S.M Power T/as Poo4You	17 Bags of Sheep Manure	\$ 379.00
14/09/2022	2050.21-01	Landgate	Annual Slip Subscription	\$ 4,907.00
14/09/2022	2050.22-01	Landgate - VGO	Gross Rental Valuations Chargeable	\$ 313.80
14/09/2022	2050.89-01	Major Motors Pty Ltd	Vehicle maintenance	\$ 393.12



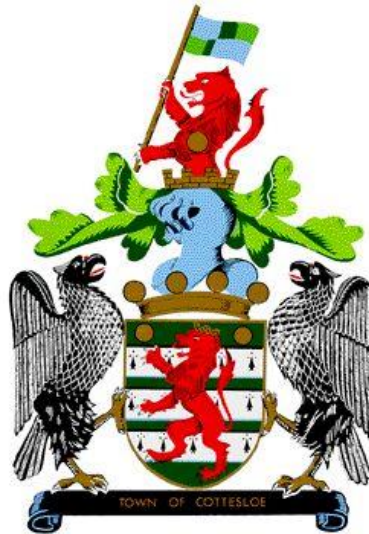
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14/09/2022	2050.88-01	Managed IT Pty Ltd	Managed Licenses SLA Licensing	\$ 24,338.80
14/09/2022	2050.1915-01	Marketforce Pty Ltd	Public Notice - Perth Now & Post	\$ 3,659.32
14/09/2022	2050.3190-01	Marsh Pty Ltd	Provide emergency evacuation diagrams	\$ 770.00
14/09/2022	2050.3534-01	Moore Australia (WA) Pty Ltd	FOGO Grant	\$ 1,100.00
14/09/2022	2050.1245-01	Nu-Trac Rural Contracting	Beach Cleaning	\$ 4,516.00
14/09/2022	2050.2663-01	Officeworks Ltd	General stationery	\$ 158.49
14/09/2022	2050.3275-01	Pinochle Holdings Pty Ltd	Napolean St Tree Replacement/Watering	\$ 883.43
14/09/2022	2050.2164-01	Plantrite	Landscaping supplies	\$ 698.50
14/09/2022	2050.2886-01	Quadient Finance Australia Pty Ltd	Folding Machine Lease	\$ 411.40
14/09/2022	2050.2067-01	Solo Resource Recovery	Waste Removal	\$ 103,845.74
14/09/2022	2050.2674-01	Ricoh Australia Pty Ltd	Copier printing	\$ 880.15
14/09/2022	2050.2601-01	Sea Containers WA Pty Ltd	Sea container	\$ 264.00
14/09/2022	2050.3210-01	Stantec Australia Pty Ltd	6 Months Photo Monitoring Remote	\$ 6,490.00
14/09/2022	2050.1997-01	Creation Landscape Supplies	Landscaping supplies	\$ 331.20
14/09/2022	2050.2083-01	StrataGreen	Landscaping supplies	\$ 830.23
14/09/2022	2050.2093-01	Talis Consultants Pty Ltd	Indiana Tearoom DD Consultancy Services	\$ 4,530.30
14/09/2022	2050.201-01	The Environmental Printing Company	3000 DLX Envelopes	\$ 803.00
14/09/2022	2050.3695-01	Down Under Stump Grinding	Grind Tree Stump	\$ 440.00
14/09/2022	2050.3254-01	Ultimo Catering & Events Pty Ltd	Catering supplies	\$ 611.15
14/09/2022	2050.2664-01	Vigilant Traffic Management Group	Traffic Management - Napier St/Broome St	\$ 574.20
14/09/2022	2050.602-01	WA Treasury Corporation	Loan 105 Repayment	\$ 19,664.00
14/09/2022	2050.2556-01	Water Technology Pty Ltd	Coastal Hazard Risk Management	\$ 8,272.00
14/09/2022	2050.1185-01	Waterlogic Australia Pty Ltd	Granite Finish Bubbler Glass Filler	\$ 346.24
14/09/2022	2050.85-01	Western Metropolitan Regional Council	Transfer Station Waste Disposal	\$ 16,965.49
14/09/2022	2050.37-01	Winc Australia Pty Limited	General stationery	\$ 1,490.47
14/09/2022	2050.1671-01	Work Clobber	Protective clothing	\$ 158.00
14/09/2022	2050.1626-01	Young's Plumbing Service Pty Ltd	Plumbing services	\$ 2,722.27
14/09/2022	2050.526-01	Zipform Pty Ltd	Annual Rate Notices FY 22/23	\$ 10,073.08
14/09/2022	2050.24-01	ZircoDATA Pty Ltd	Record Storage	\$ 392.52
16/09/2022	2049.98000-01	Australian Taxation Office	Payroll Deduction	\$ 70,649.62
19/09/2022	2054.2-01	Australian Services Union	Payroll Deduction	\$ 207.20
19/09/2022	2052.1721-01	Business Fuel Cards Pty Ltd	Fuel for Fleet Vehicles	\$ 7,296.79
19/09/2022	2051.2023-01	Fines Enforcement Registry	Lodgement Fee	\$ 5,670.00
19/09/2022	2054.3505-01	Fleet Choice Pty Ltd	Payroll Deduction	\$ 374.57
19/09/2022	2055.3722-01	Flexi Staff Pty Ltd	Temporary Depot Staff	\$ 14,915.57

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
19/09/2022	2053.2575-01	SuperChoice Services Pty Ltd	Superannuation contributions	\$ 32,185.08
23/09/2022	2056.3747-01	A Team Printing Pty Ltd	Printing services	\$ 348.70
23/09/2022	2056.105-01	Active Transport & Tilt Tray Services WA	Towing service	\$ 143.00
23/09/2022	2056.2738-01	Advanced Liquid Waste	Pump out & Jet 5 Sand Traps at main beach	\$ 2,570.65
23/09/2022	2056.2408-01	AJ Loo Investments Pty Ltd ATF AJ L	Catering services	\$ 78.87
23/09/2022	2056.1560-01	Astro Synthetic Turf Pty Ltd	Astro Premium TPV Soft Fall Rubber	\$ 8,118.00
23/09/2022	2056.941-01	Boatshed Market Pty Ltd	Catering services	\$ 3,506.00
23/09/2022	2056.2555-01	S & A Smash Repairs	Vehicle maintenance	\$ 383.90
23/09/2022	2056.62-01	Bunnings Group Ltd	Hardware Supplies	\$ 626.32
23/09/2022	2056.3709-01	C Phillips	Bond Refund	\$ 100.00
23/09/2022	2056.2592-01	Complete Office Supplies Pty Ltd	General stationery	\$ 91.25
23/09/2022	2056.2942-01	Cora Bike Rack Pty Ltd	Bike Maintenance Stand with Tyre Pump	\$ 4,361.50
23/09/2022	2056.2424-01	Corsign WA Pty Ltd	Sign supplies	\$ 165.00
23/09/2022	2056.1793-01	Cottesloe Coastcare Association	Community Donation	\$ 2,798.40
23/09/2022	2056.3736-01	Curate Arts Incorporated	Community Donation	\$ 1,812.80
23/09/2022	2056.2899-01	E-Fire & Safety	Fire system Maintenance	\$ 189.75
23/09/2022	2056.2341-01	Electricity Generation and Retail	Electricity Supply	\$ 16,195.12
23/09/2022	2056.3727-01	LO-GO Appointments	Temporary Customer Service Officer	\$ 6,519.49
23/09/2022	2056.2296-01	HiTech Security (WA) Pty Ltd	Sim Card Station St CCTV Operation	\$ 239.25
23/09/2022	2056.3750-01	J Venn	Staff reimbursement	\$ 58.00
23/09/2022	2056.3746-01	J W Dunne	Rates Refund	\$ 26,541.54
23/09/2022	2056.3749-01	K M Saunders	Staff reimbursement	\$ 79.64
23/09/2022	2056.3753-01	L Montgomery	Hall hire refund	\$ 1,720.00
23/09/2022	2056.1135-01	Lamp Replacements Australia Pty Ltd	Lightglobe supplies	\$ 175.31
23/09/2022	2056.1398-01	LGIS	Reimbursement of Flu Vaccines	\$ 354.62
23/09/2022	2056.1133-01	Lock, Stock & Farrell Locksmith Pty Ltd	4x1401 Keys Coined & 2 Abus Mariner Padlock	\$ 274.01
23/09/2022	2056.203-01	LO-GO Appointments	Temp labour hire	\$ 20,085.05
23/09/2022	2056.89-01	Major Motors Pty Ltd	Vehicle maintenance	\$ 377.08
23/09/2022	2056.88-01	Managed IT Pty Ltd	Various Adapter Cables	\$ 387.57
23/09/2022	2056.19-01	McLeod's Barristers & Solicitors	Legal Advice	\$ 13,974.93
23/09/2022	2056.3726-01	MS Consulting	Business Continuity Services	\$ 2,320.00
23/09/2022	2056.3730-01	Robert Walters Pty Ltd	Temporary Staff	\$ 27,928.94
23/09/2022	2056.55-01	Shire of Peppermint Grove	Grove Contributions Library	\$ 151,041.00
23/09/2022	2056.1997-01	Creation Landscape Supplies	Lawn Mix for Stump Removals	\$ 45.00
23/09/2022	2056.1924-01	Digital Mapping Solutions	Spatial Consulting Services	\$ 10,780.00

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
23/09/2022	2056.661-01	T-Quip	8 Sets of Brushes - Hako Sweeper	\$ 1,520.00
23/09/2022	2056.3677-01	Petal Studio	2022 ANZAC Day Wreath	\$ 154.00
23/09/2022	2056.3614-01	Valrose Pty Ltd	Consultation fee	\$ 28,018.97
23/09/2022	2056.37-01	Winc Australia Pty Limited	General stationery	\$ 350.49
23/09/2022	2056.1671-01	Work Clobber	Protective clothing	\$ 656.70
23/09/2022	2056.1626-01	Young's Plumbing Service Pty Ltd	Plumbing services	\$ 542.30
29/09/2022	2058.2-01	Australian Services Union	Payroll Deduction	\$ 207.20
29/09/2022	2058.3505-01	Fleet Choice Pty Ltd	Payroll Deduction	\$ 374.57
29/09/2022	2057.2575-01	SuperChoice Services Pty Ltd	Superannuation contributions	\$ 36,932.84
30/09/2022	2059.3535-01	Cascada Group	2 Trafficable Soakwell Lids	\$ 748.00
30/09/2022	2059.2666-01	Adapt-A-Lift Group Pty Ltd	Service Electric Fork Lift	\$ 822.92
30/09/2022	2059.3755-01	Air Roofing Co	Bond Refund	\$ 1,500.00
30/09/2022	2059.3735-01	AMS Technology Group Pty Ltd	Quarterly air conditioner maintenance	\$ 1,397.00
30/09/2022	2059.198-01	Australian Institute of Management	Staff training	\$ 768.00
30/09/2022	2059.941-01	Boatshed Market Pty Ltd	Catering services	\$ 397.00
30/09/2022	2059.188-01	Bob Jane T-Mart	Supply/Fit 4 Tyres	\$ 972.00
30/09/2022	2059.2028-01	Bug Busters	Pest control service	\$ 330.00
30/09/2022	2059.3754-01	ReGen Strategic	Monthly Retainer for GR Services	\$ 6,600.00
30/09/2022	2059.1758-01	Crest Personnel Pty Ltd	Temporary Depot Staff	\$ 1,743.01
30/09/2022	2059.2354-01	Charles Service Company	Cleaning Civic Centre	\$ 14,158.11
30/09/2022	2059.2341-01	Electricity Generation and Retail	Electricity Supply	\$ 3,034.99
30/09/2022	2059.2532-01	The Perth Mint	15x2022 Australian Citizenship Coins	\$ 85.25
30/09/2022	2059.3727-01	LO-GO Appointments	Temporary Customer Service Officer	\$ 1,303.90
30/09/2022	2059.2296-01	HiTech Security (WA) Pty Ltd	Sim Card Station St CCTV Operation	\$ 121.00
30/09/2022	2059.539-01	Local Health Authorities Analytical	Analytical Services	\$ 1,970.34
30/09/2022	2059.3752-01	M J Mann	Refund Overpayments Made	\$ 227.30
30/09/2022	2059.3484-01	M T Duckett	Emergency management services	\$ 687.43
30/09/2022	2059.89-01	Major Motors Pty Ltd	Vehicle maintenance	\$ 1,123.06
30/09/2022	2059.88-01	Managed IT Pty Ltd	Provision of IT services	\$ 4,469.86
30/09/2022	2059.19-01	McLeod's Barristers & Solicitors	Legal Advice	\$ 3,257.87
30/09/2022	2059.3671-01	Meet Pat Pty Ltd	All in One Drinking Fountain + Bottle	\$ 6,083.00
30/09/2022	2059.2663-01	Officeworks Ltd	General stationery	\$ 1,614.95
30/09/2022	2059.183-01	Porter Consulting Engineers	Eric St public shared path RFQ detail design	\$ 2,420.00
30/09/2022	2059.3308-01	Sigma Data Solutions	Sigma Data Annual Support	\$ 528.00
30/09/2022	2059.976-01	Claremont Asphalt	Asphalt supplies	\$ 2,090.00

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
30/09/2022	2059.2067-01	Solo Resource Recovery	Monthly Waste Collections	\$ 89,410.27
30/09/2022	2059.516-01	SAI Global Limited	Australian Building Standards On-Line Ad	\$ 141.06
30/09/2022	2059.1997-01	Creation Landscape Supplies	Sand supplies	\$ 22.00
30/09/2022	2059.1920-01	Surfing Western Australia	Community Donation	\$ 5,000.00
30/09/2022	2059.113-01	Telstra Corporation Limited	Service Without Data	\$ 232.28
30/09/2022	2059.607-01	Turf Care WA Pty Ltd	Landscaping supplies	\$ 726.00
30/09/2022	2059.118-01	Water Corporation	Water supply	\$ 8,072.16
30/09/2022	2059.1994-01	West Australian Newspaper Ltd	Newspaper Subscription	\$ 181.20
30/09/2022	2059.85-01	Western Metropolitan Regional Council	Verge Valet Bulk & Green Waste	\$ 210.44
30/09/2022	2059.3382-01	Woodlands Distributors Pty Ltd	Biodegradable Dog Waste bag	\$ 2,420.00
30/09/2022	2059.1671-01	Work Clobber	Protective clothing	\$ 502.50
30/09/2022	2059.1626-01	Young's Plumbing Service Pty Ltd	Unblock Sewer to Lesser Hall	\$ 151.80
				<u>\$ 1,778,297.72</u>

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

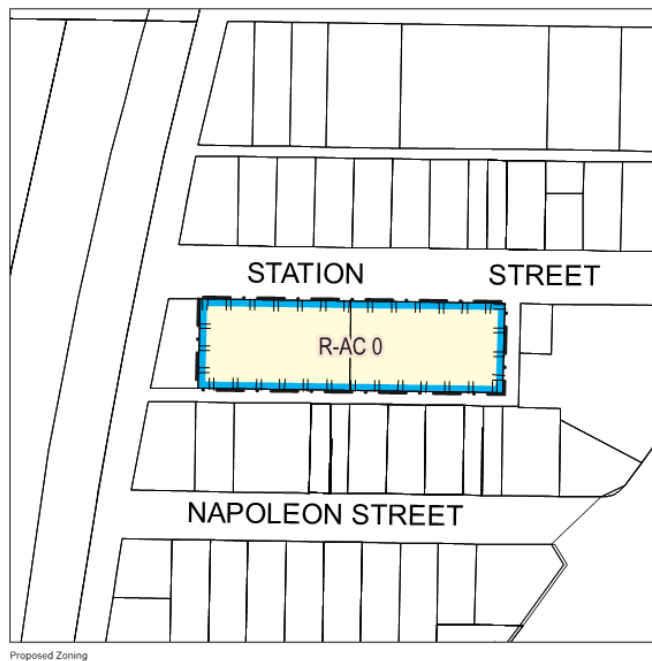
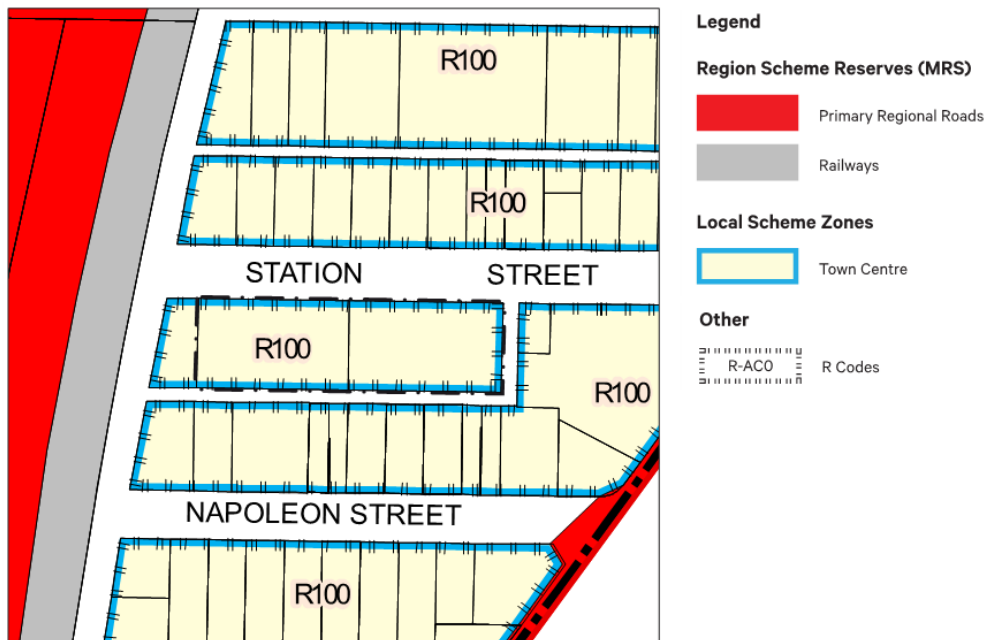
# ATTACHMENT

### ITEM 10.1.3A: SCHEME AMENDMENT 12

*Planning and Development Act 2005 (as amended)*  
**RESOLUTION TO AMEND LOCAL PLANNING SCHEME**  
 Town of Cottesloe Local Planning Scheme No. 3  
 Amendment No. 12

The Town of Cottesloe under and by virtue of the powers conferred upon it by the *Planning and Development Act 2005* hereby amends the above local planning scheme by:

1. Amending the Residential Density Code applicable to No. 7 and 11 (Lots 50 and 35) Station Street on Map 1 from 'R100' to 'R-ACO' in accordance with the updated map below.



Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
 No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

2. Amending 'Table 2 – Development Requirements' by adding a new clause c) under the 'Town Centre' zone that reads in accordance with the below table, and renumbering the existing clause c) to d) accordingly.

ZONE	MAXIMUM PLOT RATIO	MAXIMUM SITE COVER	MINIMUM BOUNDARY SETBACKS	MAXIMUM HEIGHT (Refer clause 5.7.)
TOWN CENTRE c) No. 7 and 11 (Lots 50 and 35) Station Street.	Not applicable.	Not applicable.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 – Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 - Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street.

3. Amending 'Schedule 12 – Special Provisions' to include a new line item No. 4 that reads in accordance with the below table.

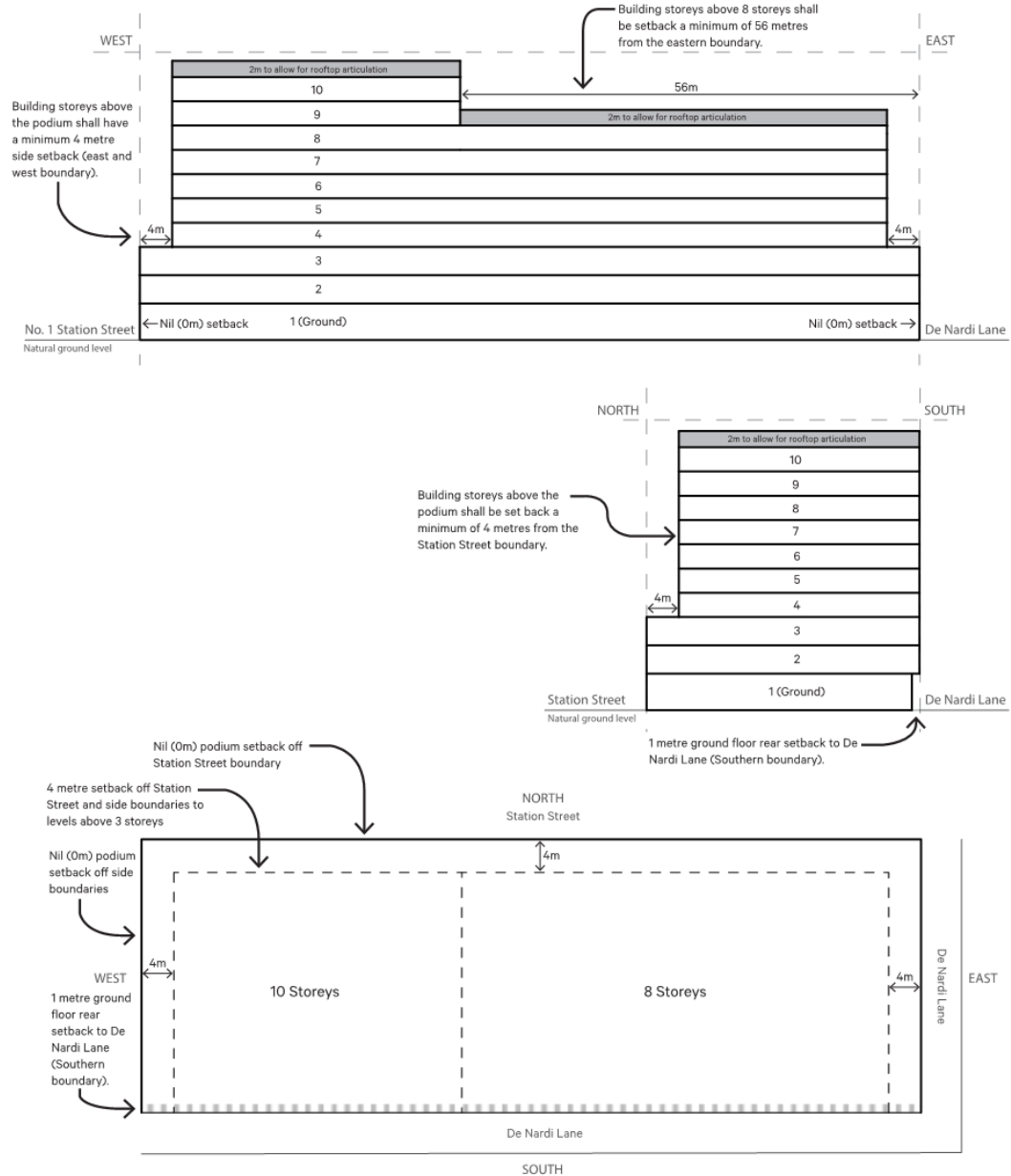
No.	Description of land	Land use	Special Provisions
4	No. 7 and 11 (Lots 50 and 35) Station Street.	Residential; office; shop and other purposes as permissible in the Town Centre zone.	<ol style="list-style-type: none"> <li>Development (including changes of use) applications shall generally comply with the Building Design Control Diagrams located in Schedule 16.</li> <li>State Planning Policy 7.3 Residential Design Codes Volume 2 – Apartments shall apply to the residential component of any redevelopment in accordance with the R-AC0 coding, except for Parts 2.2, 2.3, 2.4 and 2.5.</li> <li>No residential uses are permitted on the ground floor.</li> <li>A Local Development Plan shall be prepared for the relevant lots prior to redevelopment in accordance with Schedule 2, Part 6 of the Deemed Provisions.</li> </ol>

4. Introducing a new Schedule 16 titled 'Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street' that includes the following building control diagrams.

**Schedule 16 - Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street**

The diagrams below define the maximum building envelope. Building height shall be determined as follows:

- Ground floor (1 storey) - minimum floor to ceiling height of 4.5 metres.
- Podium (3 storeys) - maximum building height of 11.5 metres
- Building height (8 storey portion) - maximum building height of 26.5 metres with an additional 2 metres for rooftop articulation and structures (28.5 metres).
- Building height (10 storey portion) - maximum building height of 32.5 metres with an additional 2 metres for rooftop articulation and structures (34.5 metres).

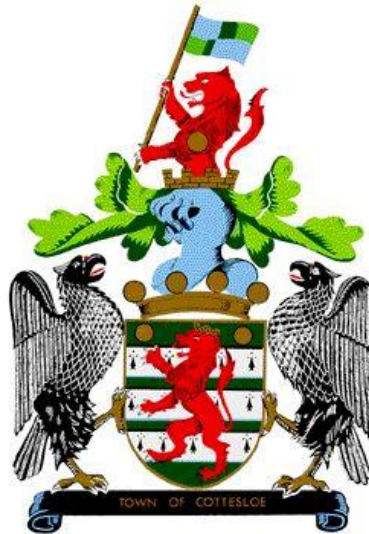


Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Chief Executive Officer



# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

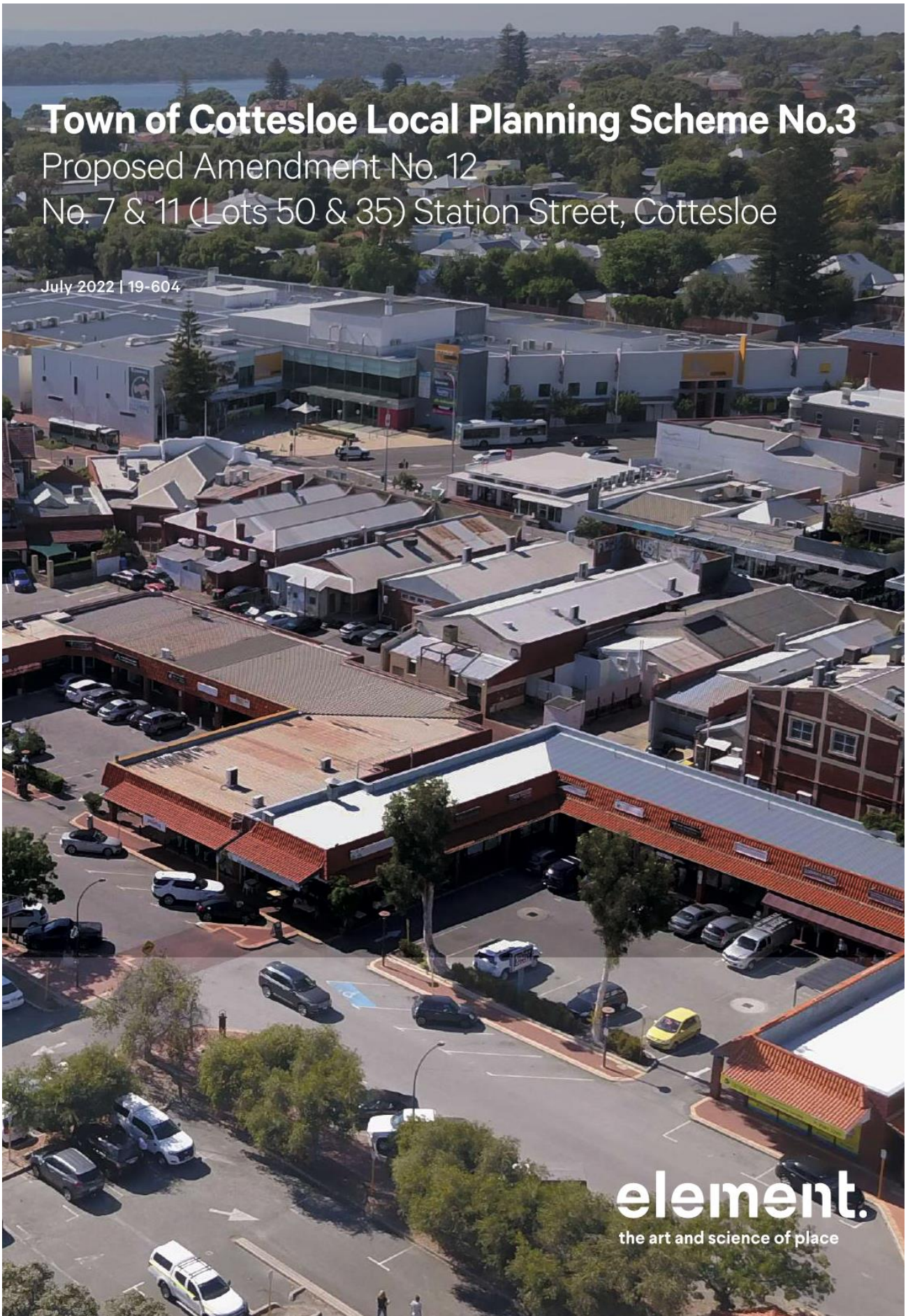
### ITEM 10.1.3B: SCHEME AMENDMENT 12 REPORT

# Town of Cottesloe Local Planning Scheme No.3

## Proposed Amendment No. 12

### No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

July 2022 | 19-604



**element.**  
the art and science of place

Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

We acknowledge the custodians of this land, the Whadjuk Nyoongar and their Elders past, present and emerging. We wish to acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region.

Document ID: /Volumes/Graphics/2019/19-604 Cottesloe, Station St Lots 7 and 11 Scheme Amendment/00 InDesign/19-604 Station St Folder/19-604 Station St F3 220714.indd

Issue	Date	Status	Prepared by	Approved by
1	16.05.2019	Draft	Bronwyn Slater	Andrew Howe
2	21.05.2019	Draft	Bronwyn Slater	Andrew Howe
3	28.05.2021	Draft	Bronwyn Slater	Andrew Howe
4	01.06.2022	Final	Bronwyn Slater	Andrew Howe
5	13.06.2022	Final V2	Bronwyn Slater	Andrew Howe
6	14.07.2022	Final V3	Bronwyn Slater	Andrew Howe

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**element** accepts no liability or responsibility whatsoever in respect of any use of or reliance upon this report by any person who is not a party to the Agreement or an intended recipient.

In particular, it should be noted that this report is a qualitative assessment only, based on the scope and timing of services defined by the Client and is based on information supplied by the Client and its agents.

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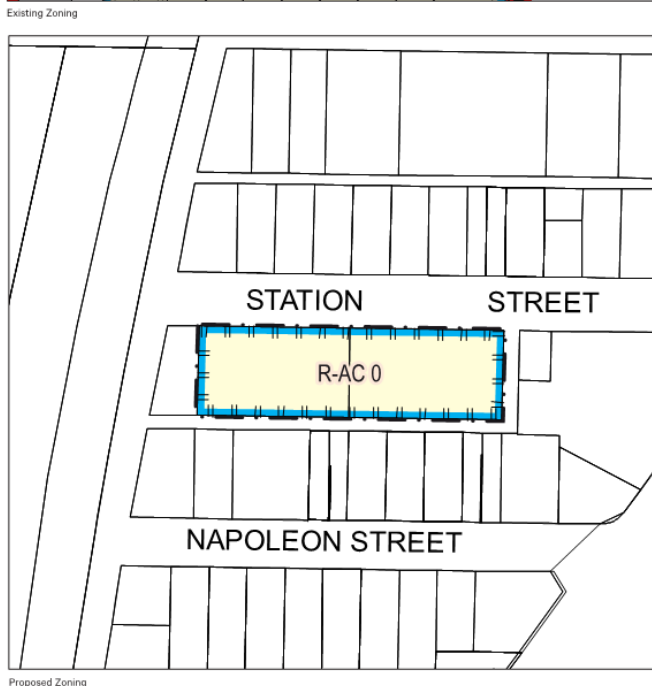
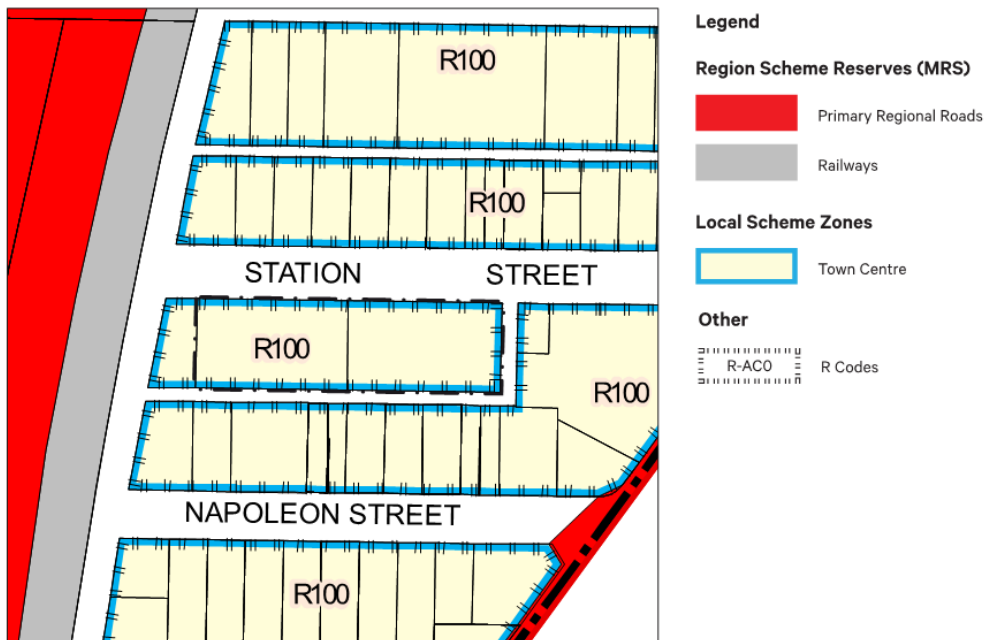
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Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
 No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

*Planning and Development Act 2005 (as amended)*  
**RESOLUTION TO ADOPT AMENDMENT TO LOCAL PLANNING SCHEME**  
 Town of Cottesloe Local Planning Scheme No. 3  
 Amendment No. 12

Resolved that the local government pursuant to Section 75 of the *Planning and Development Act 2005*, and to comply with the Order made by the Minister for Planning pursuant to Section 76(1) of the *Planning and Development Act 2005* on 4 May 2022, amend the above Local Planning Scheme by:

1. Amending the Residential Density Code applicable to No. 7 and 11 (Lots 50 and 35) Station Street on Map 1 from 'R100' to 'R-AC0' as shown below.



element.

2. Amending 'Table 2 – Development Requirements' by adding a new clause c) under the 'Town Centre' zone that reads in accordance with the below table, and renumbering the existing clause c) to d) accordingly.

<b>ZONE</b>	<b>MAXIMUM PLOT RATIO</b>	<b>MAXIMUM SITE COVER</b>	<b>MINIMUM BOUNDARY SETBACKS</b>	<b>MAXIMUM HEIGHT (Refer clause 5.7.)</b>
<b>TOWN CENTRE</b> c) No. 7 and 11 (Lots 50 and 35) Station Street.	Not applicable.	Not applicable.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 – Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 – Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street.

3. Amending 'Schedule 12 – Special Provisions' to include a new line item No. 4 that reads in accordance with the below table.

<b>No.</b>	<b>Description of land</b>	<b>Land use</b>	<b>Special Provisions</b>
4	No. 7 and 11 (Lots 50 and 35) Station Street.	Residential; office; shop and other purposes as permissible in the Town Centre zone.	<ol style="list-style-type: none"> <li>1. Development (including changes of use) applications shall generally comply with the Building Design Control Diagrams located in Schedule 16.</li> <li>2. State Planning Policy 7.3 Residential Design Codes Volume 2 – Apartments shall apply to the residential component of any redevelopment in accordance with the R-ACO coding, except for Parts 2.2, 2.3, 2.4 and 2.5.</li> <li>3. No residential uses are permitted on the ground floor.</li> <li>4. A Local Development Plan shall be prepared for the relevant lots prior to redevelopment in accordance with Schedule 2, Part 6 of the Deemed Provisions.</li> </ol>

4. Introducing a new Schedule 16 titled 'Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street' that includes the following building control diagrams.

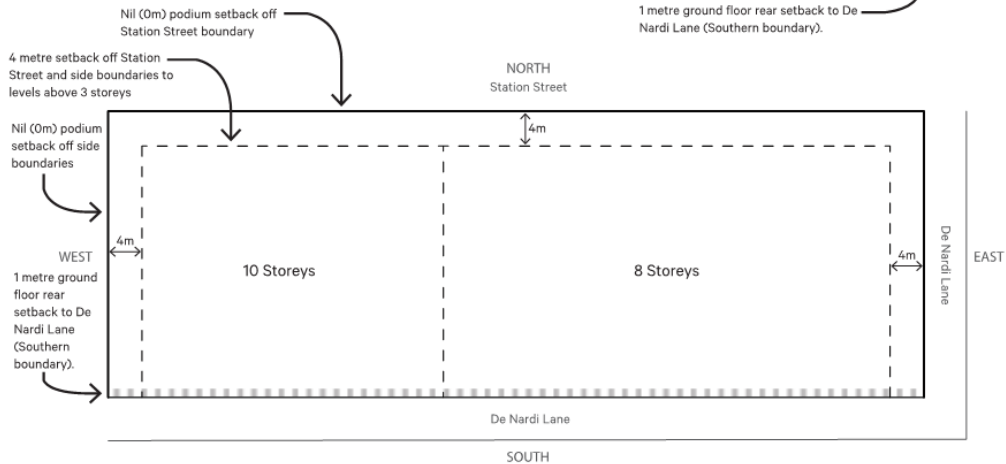
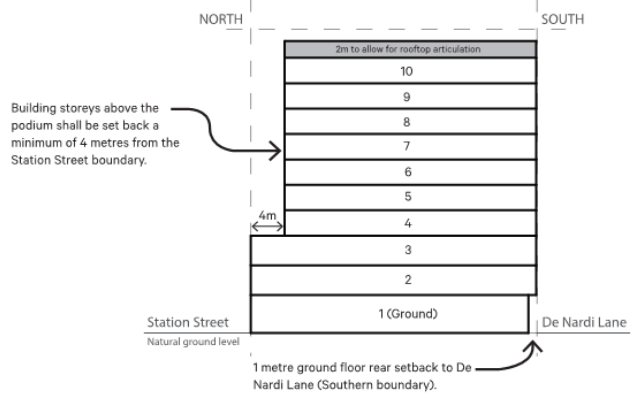
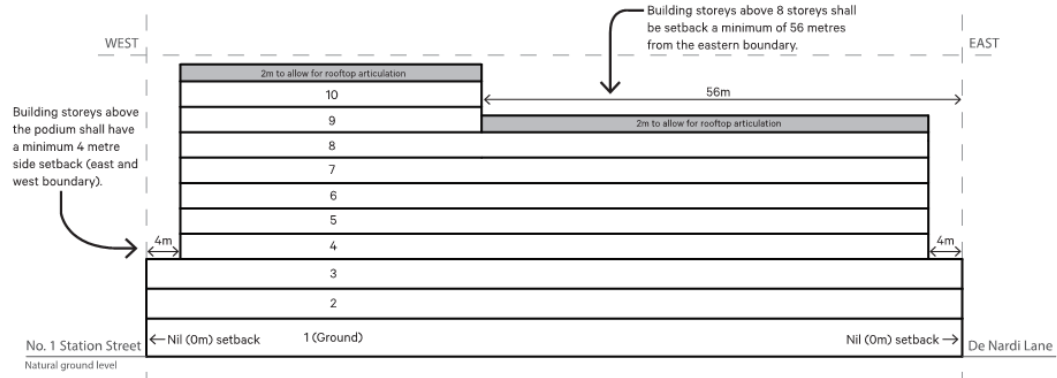
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TOWN OF COTTESLOE LOCAL PLANNING SCHEME NO. 3 Proposed Amendment No. 12  
 No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

**Schedule 16 - Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street**

The diagrams below define the maximum building envelope. Building height shall be determined as follows:

- Ground floor (1 storey) - minimum floor to ceiling height of 4.5 metres.
- Podium (3 storeys) - maximum building height of 11.5 metres
- Building height (8 storey portion) - maximum building height of 26.5 metres with an additional 2 metres for rooftop articulation and structures (28.5 metres).
- Building height (10 storey portion) - maximum building height of 32.5 metres with an additional 2 metres for rooftop articulation and structures (34.5 metres).



**element.**

The Amendment is complex under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reason(s):

1. The Amendment is being progressed in accordance with an Order made by the Minister for Planning pursuant to Section 76(1) of the *Planning and Development Act 2005*.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

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Chief Executive Officer



# **Scheme Amendment Report**

No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

# 1. Introduction

This report has been prepared by **element** on behalf of the landowner (Station Street Partners Pty Ltd) of No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe (subject site), in support of a request to amend the Town of Cottesloe (Town) Local Planning Scheme No. 3 (LPS3) to introduce site-specific provisions in Schedule 12 - Special Provisions (and a new Schedule 16) to form a building envelope over the subject site and subsequently amend the existing provisions for the site in Table 2 – Development Provisions. The provisions relate to an increase in permissible building height, changes to setbacks and plot ratio controls and other land use and built form matters. This report provides background information, site and proposed Scheme Amendment details, an overview of the planning framework and rationale for progressing the Scheme Amendment.

## 1.1 Background and Context

Two commercial/retail buildings and at-grade car parking currently occupy the subject site, which have been developed as part of the Cottesloe Town Centre since the 1970's. The eastern site (Lot 35) was developed first as an 'L' shaped retail building with the eastern wing completing the 'U' shape added on in the 1990's. The western portion of the site was developed as a 'U' shaped retail building during the latter part of the 1970's. Both buildings have minimal built frontage to Station Street, with at-grade open car parking taking up majority of the frontage.

*Refer to Figures 1 to 4 – Aerial Images of Station Street*

The subject site represents two substantial landholdings in common ownership within a prominent position of the Cottesloe Town Centre in Station Street. The landholdings have a substantial frontage to Station Street, a significant opportunity for improving the street interface as part of any redevelopment. They also have two frontages to De Nardi Lane which provide separation from the surrounding sites and access opportunities. The site is located on the south of Station Street that mitigates any overshadowing of the Station Street public realm, which is important given its intent to be improved as part of the Town of Cottesloe Station Street Place Making Strategy.

These landholdings present an opportunity to facilitate the first substantial redevelopment in the Cottesloe Town Centre within the last two decades, which this Scheme Amendment request is set to enable. The current planning controls adopted in 2014 (as per the Town of Cottesloe Town Centre Design Guidelines) limit the redevelopment potential of the site in its current and future context, considering its prime location in an activity centre adjacent a railway station and its spatial opportunity to accommodate strategic density, dwelling targets and active land uses within its Town Centre setting.

## 1.2 Pre-Lodgement Process

### 1.2.1 Process undertaken since April 2019

In April 2019 **element** submitted a request for a scheme amendment to LPS3 on behalf of the landowner of 7 and 11 (Lots 50 and 35) Station Street, Cottesloe. The purpose of the amendment was to allow for an increase in building height of up to 10 storeys (35 metres) and to facilitate changes to relevant built form controls. At its Ordinary Council Meeting held on 25 June 2019, Council considered the proposed amendment to “*be sound and relevant*”, however the decision to initiate the proposed scheme amendment was deferred by Council for 6 months to allow progress to be made on a local area plan for the Cottesloe Town Centre Precinct.

At its November 2019 Meeting, Council initiated the Cott Village Project – Draft Precinct Plan (Precinct Plan) for public advertising, and it wasn't until February 2021 that the results of this advertising were then considered by Council. Then through discussions at its Ordinary Council Meeting in February 2021, Council confirmed the proposed scheme amendment had been held in abeyance for 19 months pending the release of State Planning Policy 7.2 Precinct Design (SPP7.2) and the finalisation of the Precinct Plan.

*Refer to Figure 5 – Pre-lodgement Process Timeline*

Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



Figure 1. Aerial of Station Street, 1965

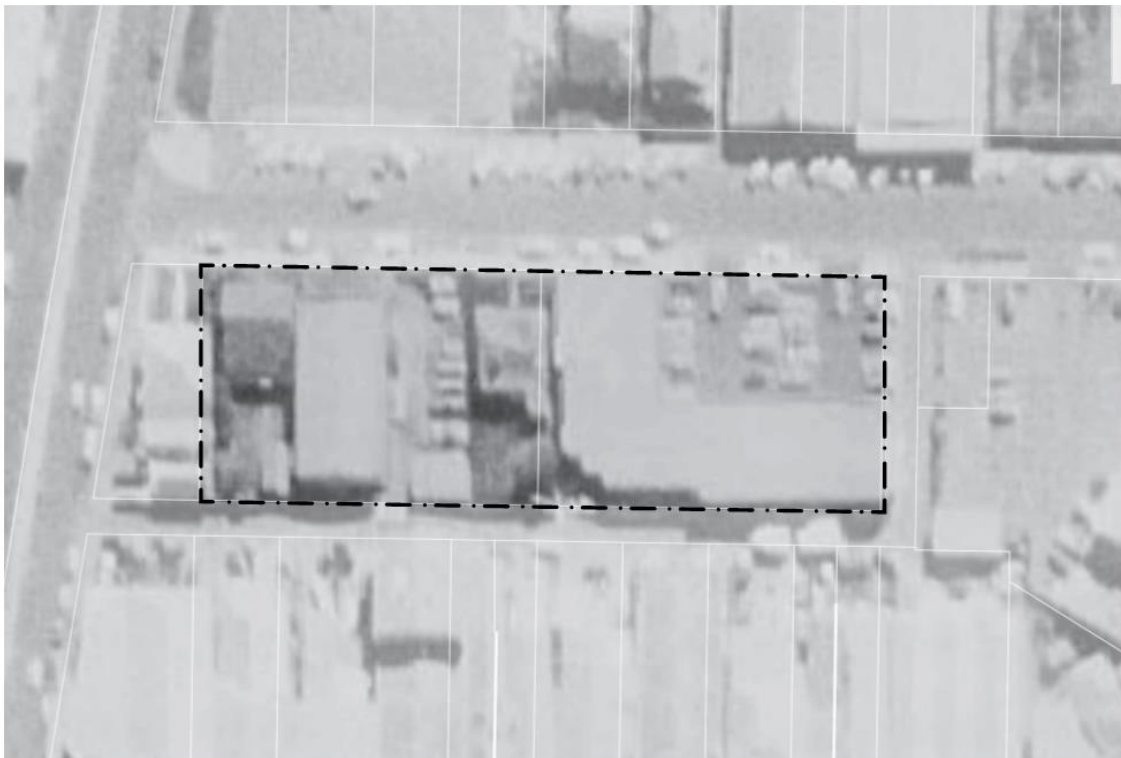


Figure 2. Aerial of Station Street, 1974

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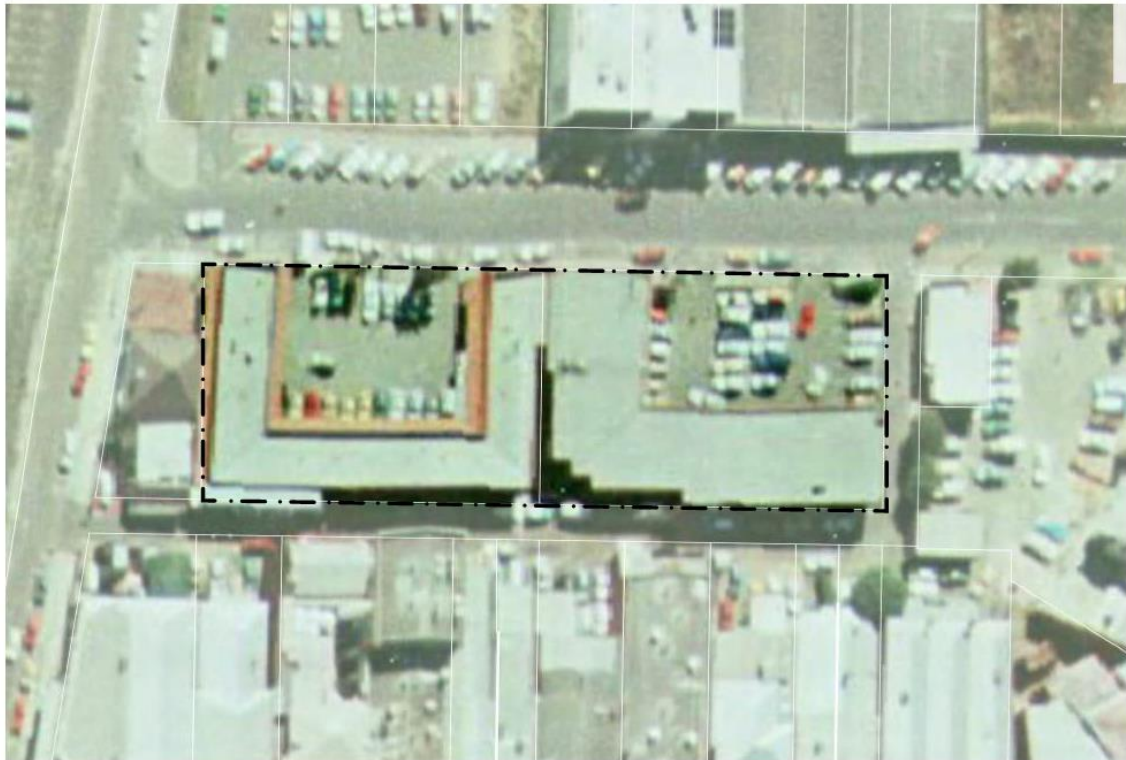


Figure 3. Aerial of Station Street, 1985



Figure 4. Aerial of Station Street, 1995

Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
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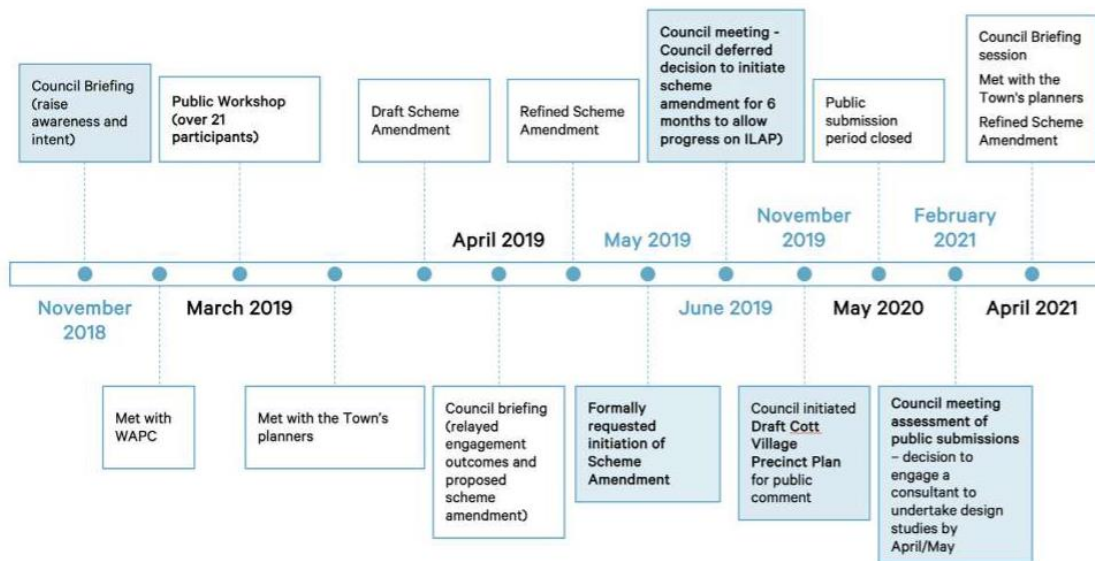


Figure 5. Pre-lodgement Process Timeline

Since the initial scheme amendment proposal in April 2019, **element** has continued to liaise with the Town and revise the Scheme Amendment accordingly. The following summarises the engagement process that has been undertaken by the Town and **element** since April 2019 in regard to the Scheme Amendment and future built form of the Town Centre Precinct.

**Town Engagement**

In preparation of the draft Precinct Plan, the Town conducted a variety of community engagement processes in October 2019 to understand the community’s expectations and preferences for the future of the town centre. The engagement methods included two survey questionnaires, one focusing on resident and users of the area and another focusing on local businesses. The Town also held two community forum workshops on October 26 and October 29, 2019.

A detailed explanation of the main community engagement findings and how the Scheme Amendment addresses these community concerns and expectations is contained in section 4.9 of this report.

**Councillor Briefings**

Since the initial Scheme Amendment request in April 2019, **element** has provided two briefings to Council. The first briefing occurred in December 2019 to inform Council of the change of ownership that had occurred on the site, and the willingness and intent of the new owner to continue the scheme amendment process.

The second briefing occurred in April 2021 to inform new Council members of the Scheme Amendment proposal, the process which had been undertaken to date, the intent of redevelopment on the site going forward as well as address any questions or concerns from Councillors before updating the request.

**1.2.2 Process undertaken pre-April 2019**

Prior to the lodgement of the initial Scheme Amendment request in April 2019, **element** undertook a collaborative engagement process with the broader community and the Town of Cottesloe Councillors, which is summarised below.

**Community Workshop**

A public workshop was hosted at the Grove Library on Wednesday 6<sup>th</sup> March 2019 from 6:30pm to 8:30pm inviting the community to attend and participate in a conversation about the revitalisation of the subject site. The workshop was advertised through posters in Station Street tenancies (on the subject site), approximately 200 flyers delivered in the Town Centre and surrounds and an advertisement in The Post newspaper.

The workshop took participants through the following general discussion:

- Context of the Cottesloe Town Centre, now and into the future.
- Planning context at a State and Local level, discussion density and (station) precinct planning.

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**element.**

- Where change could be accommodated in the Town Centre, and how the site fits into this possibility.
- High-level principles and assumptions currently guiding the redevelopment.
- Thinking through examples/precedents, what could work on the site and what is important in its redevelopment.
- Discussing building height, bulk and setback scenarios from 5 through to 12 storeys including any overshadowing implications.

The workshop was attended by over 21 participants including some current Councillors and past mayors. Two activities during the workshop provided the key opportunity for participants to provide feedback that could be used to inform this Scheme Amendment, as well as any future development applications or design. In summary, the key takeaways relevant to this Scheme Amendment from these activities were:

- Curved and 'soft' building edges favoured with upper storeys set back.
- Laneway and pedestrian connections were important and were seen as opportunities for vibrant interesting spaces.
- The favoured building height to suit the character of the area was somewhere between the 5 and 8 storey scenarios, with 12 only supported by a few participants where it was going to be of a high build quality with interesting design outcomes.
- Participants generally accepted the 8-storey scenario given its more interesting form and upper setbacks.
- There was a general view to increase the ground level street setbacks across all scenarios to accommodate street trees, soften the frontage and allow for areas of activation.

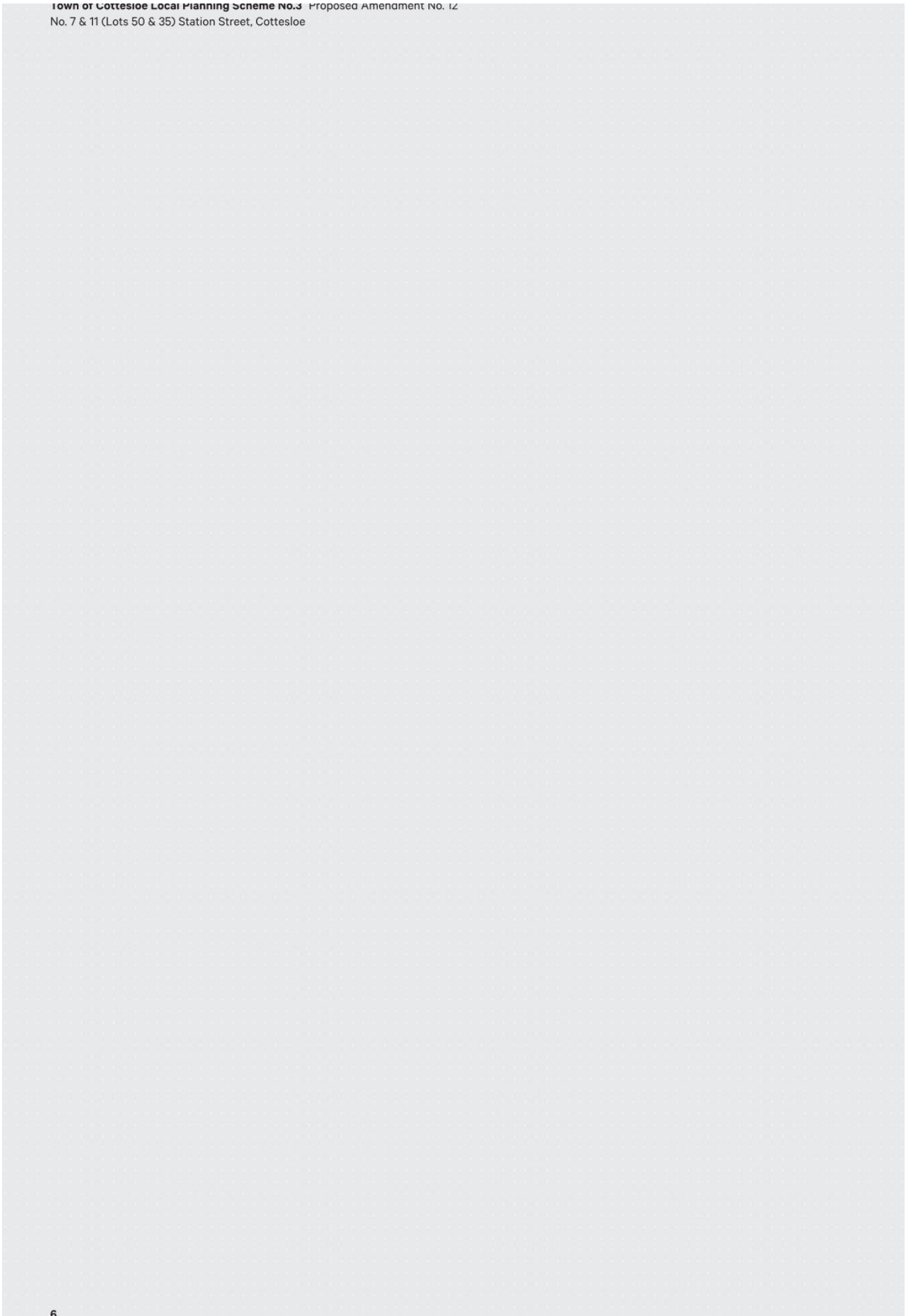
This feedback has been taken into consideration when drafting the proposed Scheme Amendment parameters.

### Councillor Briefings

Prior to the lodgement of the initial Scheme Amendment request in April 2019, **element** provided two briefings to Council. The first briefing occurred in November 2018 to raise awareness of the project and intent to revitalise the site. Councillors were taken through the proposed approach, including the Community Workshop, with some additional considerations raised and taken on board.

The second briefing occurred in April 2019 to relay to Council the outcomes of the Community Workshop and the initial Scheme Amendment proposal (including building heights, setbacks and other parameters) prior to any formal lodgement.

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



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## 2. Site Details

### 2.1 Description of Land subject of this Amendment

The land the subject of this application includes Lot 50 (No. 7) and Lot 35 (No. 11) Station Street, Cottesloe. The following table outlines the particulars of the Certificates of Title.

Lot	Plan	Vol/Folio	Area	Landowner
50 (No. 7)	D050807	1444/760	1,606m <sup>2</sup>	Station Street Partners Pty Ltd
35 (No. 11)	D045750	2976/621	1,626m <sup>2</sup>	Station Street Partners Pty Ltd

Refer to Figure 6 – Location Plan

Refer to Figure 7 – Aerial Plan

Refer to Figure 8 – Site Plan

### 2.2 Location and Context

The subject site is located in the heart of the Cottesloe Town Centre, nestled between Stirling Highway and the Fremantle Line railway corridor. It is located on the south side of Station Street, affording it good northern aspect and access to sunlight during the winter months. To the south and east side of the site runs De Nardi Lane, a gazetted laneway primarily allowing service vehicle access and rubbish collection to properties on the South side of Station Street and northern side of Napoleon Street.

Napoleon Street is largely in-tact from its original main-street type building stock built to the street edge, being the centre of pedestrian and retail activity in the Town Centre. Station Street historically through its building stock and development over time has had a more eroded streetscape and wider road reserve that catered for a fair portion of the Town Centre's car parking. Today, with plenty of street parking, parking on private lots and two public car parks in Station Street, many visitors to the Town Centre park in Station Street and walk through to Napoleon Street through the existing mid-block pedestrian connections, two of which run through the subject site from Station Street to De Nardi Lane.

The Cottesloe Train Station is located immediately west of the subject site, providing a key link to both Fremantle and Perth. Although pedestrian access to the station is currently convoluted from the Town Centre, it is part of the Station Street Place Making Strategy to improve access.

The site is uniquely located within the Perth Metropolitan context being within the Cottesloe Town Centre, and in close proximity to areas of high amenity including access to education, medical and day-to-day services, retail, cafes, restaurants, and open spaces as well as areas of natural amenity including both the river and ocean (beachfront).

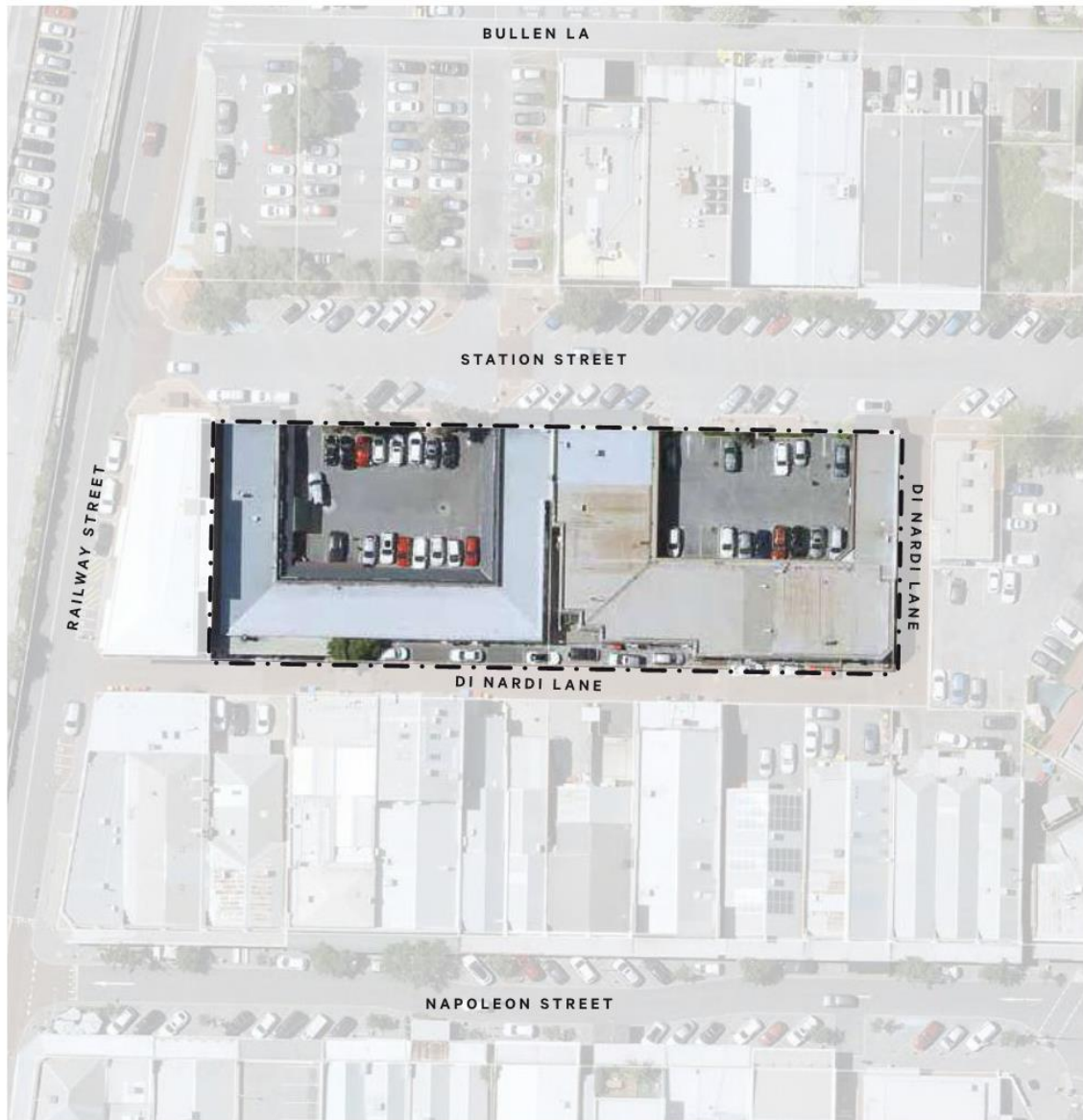
Refer to Figure 9 – Broader Context Plan



Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



Figure 6. Location Plan



 Subject Site



SOURCE: AIRPHOTOS

Figure 7. Aerial Plan

Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
 No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



Figure 8. Site Plan

element.

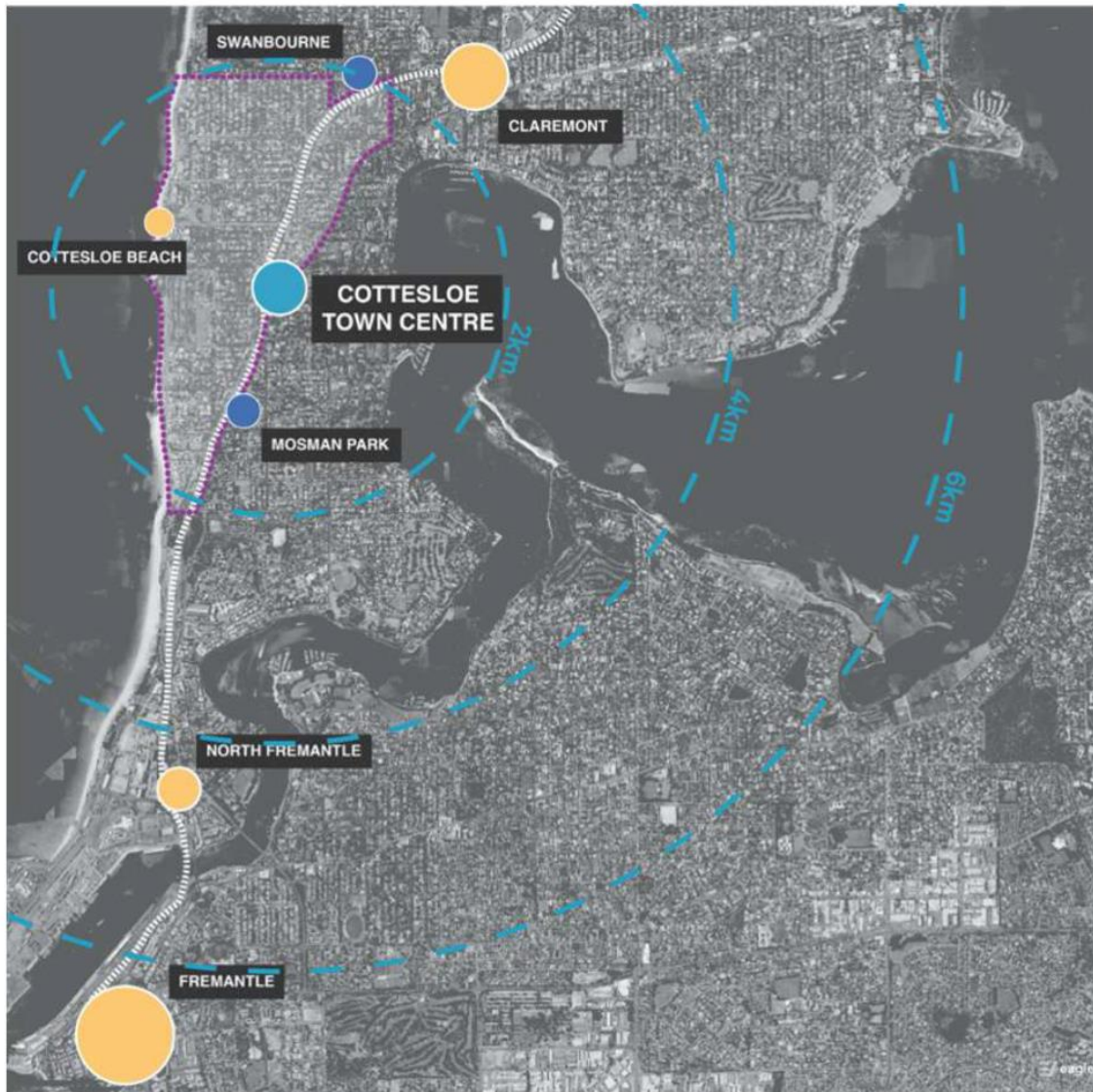


Figure 9. Broader Context Plan

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

## 2.3 Site Considerations

### 2.3.1 Aboriginal Heritage

A desktop search of the State Government's Aboriginal Heritage Inquiry System reveals that the subject site contains no known registered sites.

### 2.3.2 Other Heritage Considerations

A desktop search of the State Government's InHerit database indicates there are no significant Registered European Heritage Sites on the subject site that affect the proposed Scheme Amendment.

Contextually, a nearby site on the corner of Station Street and Stirling Highway is occupied by the Albion Hotel which is on the Town of Cottesloe's Statutory Heritage List and Municipal Inventory. The Statement of Significance attributed to that place by the Town is:

*The hotel has social and historic significance as the place, dating possibly from the 1830s, where travellers stopped on their journey by road between the port of Fremantle and the city of Perth. The current building has significant landmark value on the Stirling Highway. Importance for association with John Briggs in the 1870s who had the original hotel, Robert Napoleon Bullen who developed the grounds in the 1880s and his wife Alice who ran it from 1888.*

One of its reasons for inclusion on the Heritage List is noted as: 'The place contributes to the character and amenity of the street, locality and overall district'. Since its original construction in 1912, it has remained an iconic structure in the Cottesloe Town Centre, although the rear portion of the site is currently underutilised as at-grade bitumen car parking.

The subject site's proximity to the Albion Hotel has been considered as part of this Scheme Amendment to the extent of its potential impact on the amenity of the site. The subject site is located to the west of the Albion Hotel, parted by De Nardi Lane and No. 19 Station Street for a portion of the boundary, reducing any potential impact on the Hotel's landmark value by way of separation. This is further reduced given the Albion Hotel fronts Stirling Highway, with the rear portion of the site comprising car parking, storage and secondary entries interfacing with the subject site. The subject site being located to the west of the subject site also reduces implications of overshadowing on the Albion Hotel.

## 3. Proposed Scheme Amendment

### 3.1 Overview of Amendment

Pursuant to Section 75 of the *Planning and Development Act 2005*, the proposed Scheme Amendment No.12 seeks to amend LPS 3 by:

1. Resolve, pursuant to Section 75 of the Planning and Development Act 2005, to adopt an amendment to the above Local Planning Scheme by:
  - a. Amending the Residential Design Code applicable to No. 7 & 11 (Lots 50 & 35) Station Street from R100 to 'R-ACO'.
  - b. Amending 'Table 2 – Development Requirements' by adding a new clause c) under the 'Town Centre' zone that reads in accordance with the below table:

Zone	Maximum Plot Ratio	Maximum Site Cover	Minimum Boundary Setbacks	Maximum Height (Refer clause 5.7.)
TOWN CENTRE c) No. 7 & 11 (Lots 50 & 35) Station Street	Not applicable.	Not applicable.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 – Building Control Diagrams for No. 7 & 11 (Lots 50 & 35) Station	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 – Building Control Diagrams for No. 7 & 11 (Lots 50 & 35) Station

And renumbering existing clause c) to d).

- c. Adding in new No. 4 to the table contained within 'Schedule 12 – Special Provisions' that reads in accordance with the below table:

No.	Description of land	Land use	Special Provisions
4	No. 7 & 11 (Lots 50 & 35) Station Street.	Residential; office; shop and other purposes as permissible in the Town Centre zone.	<ol style="list-style-type: none"> <li>1. Development (including changes of use) applications shall generally comply with the Building Design Control Diagrams located in Schedule 16.</li> <li>2. State Planning Policy 7.3 Residential Design Codes Volume 2 – Apartments shall apply to the residential component of any redevelopment in accordance with the R-ACO coding, except for Parts 2.2, 2.3, 2.4 and 2.5.</li> <li>3. No residential uses are permitted on the ground floor.</li> <li>4. A Local Development Plan shall be prepared for the relevant lots prior to redevelopment in accordance with Schedule 2, Part 6 of the Deemed Provisions.</li> </ol>

- d) Introducing a new Schedule 16 titled 'Building Control Diagrams for No. 7 & 11 (Lots 50 & 35) Station Street' [Schedule 12] that includes the following building diagrams.
- e) Amend the Scheme Maps to include the 'R-ACO' coding over the subject site.

Refer to Figure 10 – Building Control Diagrams for No. 7 & 11 (Lots 50 & 35) Station Street

Refer to Figure 11 – Proposed Scheme Amendment – R-Coding

TOWN OF COTTESLOE LOCAL PLANNING SCHEME NO. 3 Proposed Amendment No. 12  
 No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

**Schedule 16 - Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street**

The diagrams below define the maximum building envelope. Building height shall be determined as follows:

- Ground floor (1 storey) - minimum floor to ceiling height of 4.5 metres.
- Podium (3 storeys) - maximum building height of 11.5 metres
- Building height (8 storey portion) - maximum building height of 26.5 metres with an additional 2 metres for rooftop articulation and structures (28.5 metres).
- Building height (10 storey portion) - maximum building height of 32.5 metres with an additional 2 metres for rooftop articulation and structures (34.5 metres).

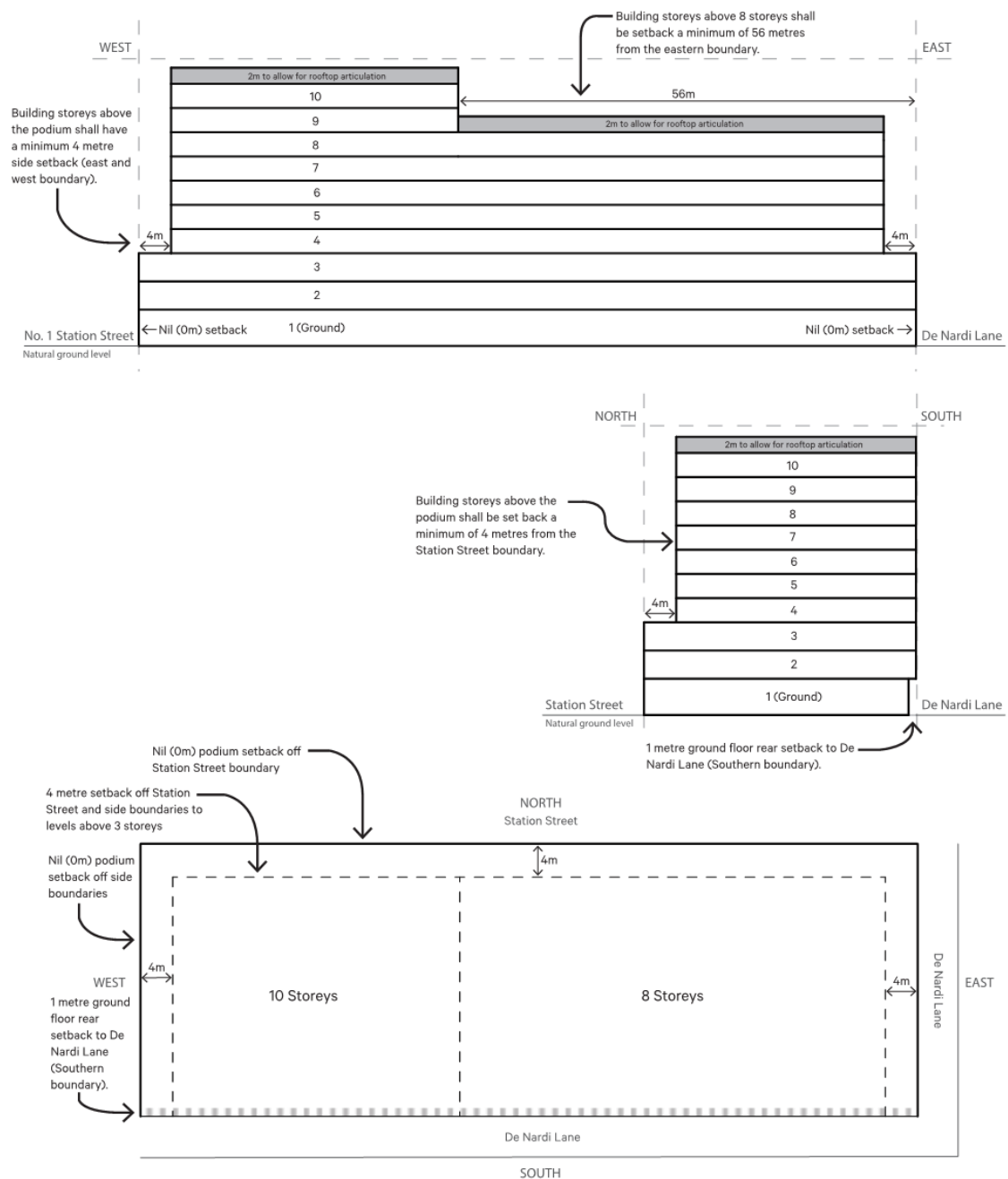


Figure 10. Building Control Diagrams for No. 7 & 11 (Lots 50 & 35) Station Street

Date: 28 May 2021 Scale: NTS @ A4

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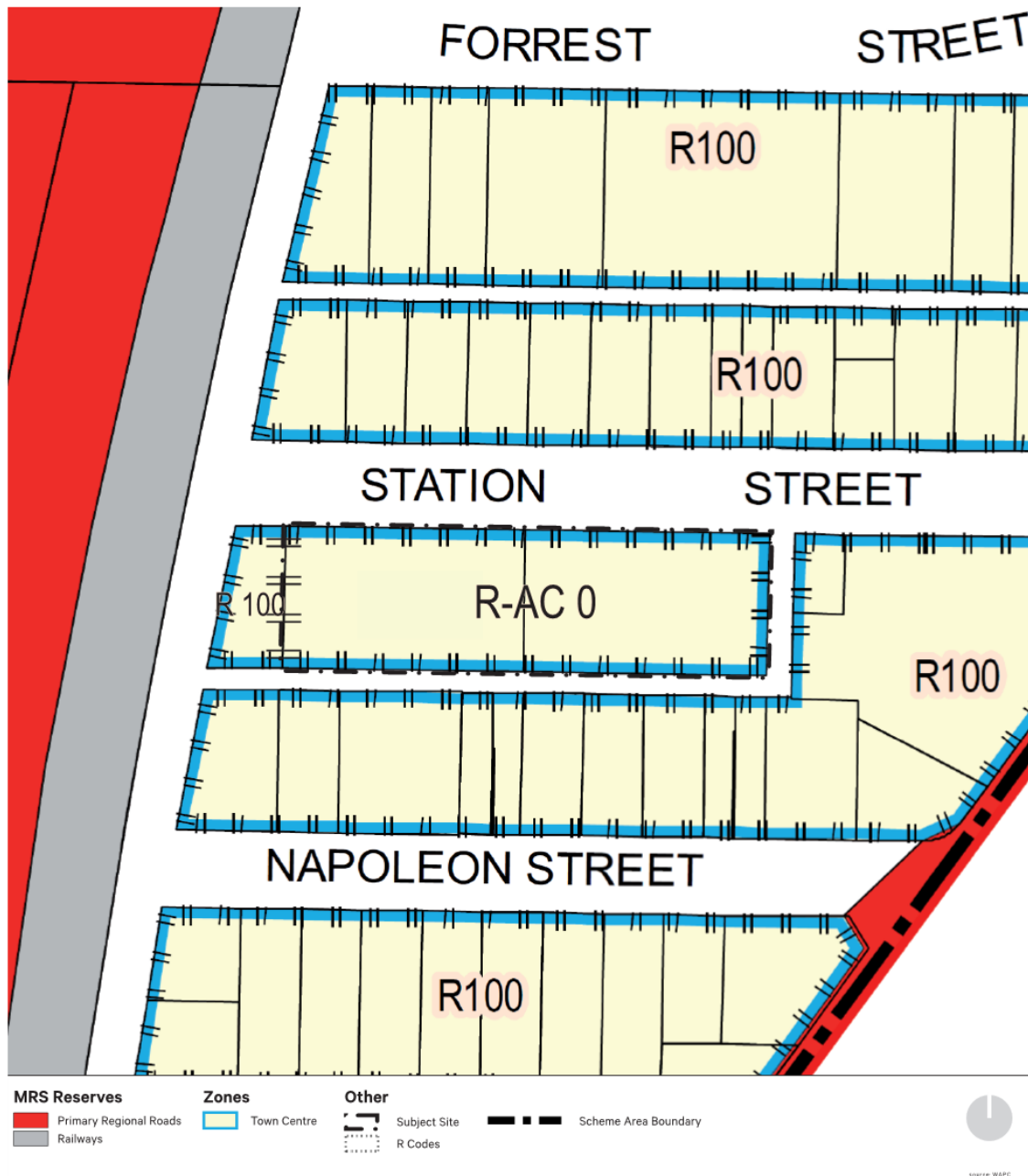


Figure 11. Proposed Scheme Amendment – R-Coding



### 3.1.1 Amendment Classification (Complex)

Pursuant to regulation 35(2) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, the Scheme Amendment is considered to be classified as a 'complex amendment' for the following reasons:

- a) Whilst the Scheme Amendment is consistent with the Town of Cottesloe Local Planning Strategy, the Strategy was finalised in 2008, and the Town is in the early stages of preparing a new Local Planning Strategy (and subsequent Scheme). Progressing the Scheme Amendment in the absence of a comprehensive review of the Strategy and Scheme is considered acceptable given the site's strategic location, opportunity for redevelopment as well as the general alignment of the proposal with the Town's draft Cott Village Precinct Plan.
- b) The Scheme Amendment would have some impact on land in the scheme area that is not the subject of the Scheme Amendment by way of enabling redevelopment; however, this impact is largely managed due to the context of the site, within the proposed Scheme Amendment and through the applicable planning framework (specifically, SPP 7.3 – Residential Design Codes Volume 2).

## 3.2 Rationale Behind Proposed Scheme Amendment

### 3.2.1 Accommodating density and dwelling targets in strategic locations

- The Scheme Amendment is consistent with the State Government's approach to precinct planning by locating increased density in appropriate, strategic locations of high amenity with high accessibility to public transport.
- The Scheme Amendment can facilitate the redevelopment of the site to accommodate some of the Town's dwelling density target (of 970 additional dwellings by 2050) in an area of high amenity; including access to education, medical and day-to-day services, retail, cafes, restaurants, and open spaces as well as areas of natural amenity including both the river and ocean (beachfront)
- Facilitating the development of multiple dwellings/apartments will help to diversify the housing choice within the Town of Cottesloe, as well as provide for the opportunity to live within the Town Centre.
- Preliminary engagement with the community indicated support for increased building height, most supporting approximately 5-8 storeys and some supporting 8-12 storeys where it is set back from the street and is of quality design. The proposed building envelope at 8 and 10 storeys, with levels above 8 storeys setback from the eastern boundary 56 metres, ensures upper storeys are set back from the street and no additional overshadowing impact to the public realm of Napoleon Street (refer to Figure 14 – *Overshadowing Diagrams*). Matters of vehicle crossovers, pedestrian access and design quality will be managed through a future Local Development Plan (LDP) for the subject site and the application of SPP7.3 – Volume 2. Taking into account the above points and in consideration with the strategic location and infill opportunity for the site, a building height of 8 and 10 storeys is considered acceptable to form part of this Scheme Amendment.
- The Scheme Amendment is consistent with the vision and intent of the draft Precinct Plan for the Cottesloe Town Centre, which seeks to encourage strategic investment within the Town Centre. Future development on the subject site has the potential to increase patronage within the Town Centre and act as a catalyst for future investment and redevelopment. A detailed explanation of how the Scheme Amendment addresses the provisions of the Precinct Plan are contained in section 4.9 of this report.

### 3.2.2 Consolidated redevelopment opportunity

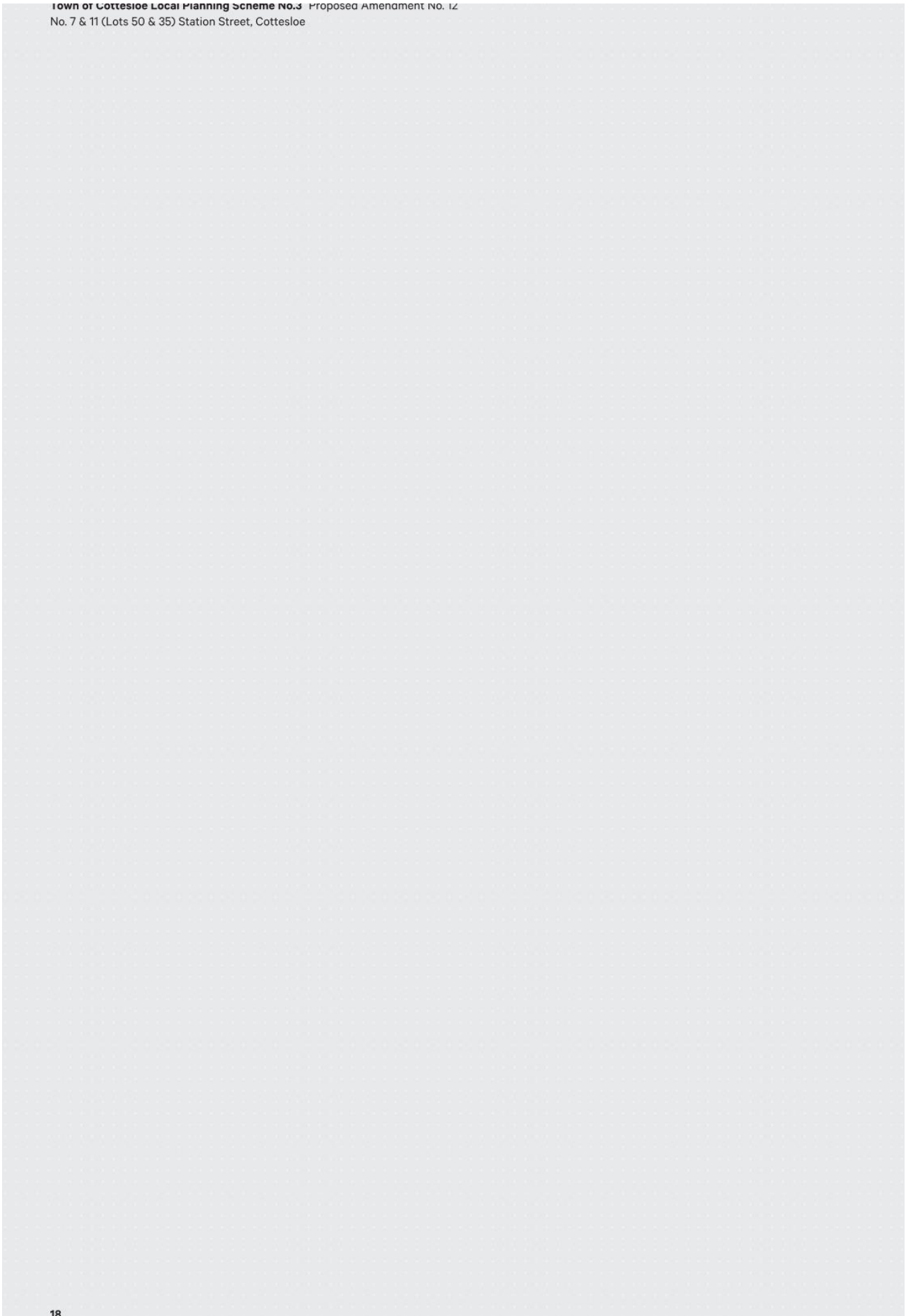
- The subject site presents a unique opportunity to coordinate redevelopment of two landholdings in consistent ownership, well-located within the Cottesloe Town Centre.
- There is significant opportunity to improve the Station Street streetscape, as it is currently irregular with a mix of building types, ages and styles as well as many breaks in a building edge to accommodate substantial car parking.
- Being located on the south side of Station Street affords the site significant opportunity to capture on the north-facing aspect for residential development.
- The Scheme Amendment is able to accommodate built form on the subject site without adding to the current overshadowing in Napoleon Street (from existing Napoleon Street buildings) (refer to Figure 14 – *Overshadowing Diagrams*).
- Redevelopment of the subject site could encourage increases in investment in the town centre.

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### 3.2.3 Enhancement of Station Street and the Cottesloe Town Centre

- The current street interface of the subject site with Station Street is poor, with active shopfronts set back from the street and car parking the predominant use and driver of the public realm response.
- The Scheme Amendment would facilitate redevelopment of the site with an active street front with allowances for alfresco spaces and any car parking screened from Station Street.
- The Scheme Amendment supports residential development within the town centre, which would increase the number of residents in the town centre, facilitate more activity and help to support local business.

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



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## 4. Planning Assessment: Discussion and Justification

### 4.1 Perth and Peel @ 3.5 Million

Perth and Peel @ 3.5 Million (PP@3.5) is the guiding document for the Western Australian Planning Commission (WAPC)'s high level strategic planning for the Perth and Peel Regions. It builds on Directions 2031 and Beyond as well as the State Planning Strategy 2050, responding to challenges with a long-term growth strategy for land use and infrastructure.

PP@3.5 is a suite of documents that have been developed to spatially accommodate a substantially increasing population over several sub-regions. It aims to achieve a more consolidated urban form to meet long-term housing needs and strengthen key activity centres and employment nodes as the Perth and Peel population grows to 3.5 million. The subject site is located in the Central Sub-Region and then is located within a 'Activity Centre' which identifies the potential to accommodate increased mix-use development.

It is noted that sites within Activity Centre nodes should be investigated for their potential for increased residential density, in order to assist the WAPC in achieving the density targets outlined in State Planning Policy 4.2 (SPP4.2). In relation to the Town of Cottesloe, PP@3.5 estimates an additional 970 dwellings will be required throughout the local government area by the year 2050. The proposed Scheme Amendment will help to facilitate the delivery of some of these dwellings, ideally located in the Cottesloe Town Centre with access to existing amenity, activity and transport.

#### 4.1.1 Station Precincts

Although the subject site is identified as being within an Activity Centre, its proximity to Cottesloe Train Station gives the locality potential to become a future 'Station Precinct' or *Transit Oriented Development* (TOD). Section 4.3 of PP@3.5 identifies Station Precincts as areas around train stations with the potential to accommodate increased development whilst leveraging their access to the railway network. This includes a mix of housing, office, retail and/or other amenities integrated into a walkable catchment. The location of the subject site within 50 metres (250 metres on-ground walking) of the railway station makes it a key site for strategic redevelopment within a station precinct.

### 4.2 Metropolitan Region Scheme

Pursuant to the Metropolitan Region Scheme (MRS) the subject site is zoned 'Urban'. The purposes and function of the 'Urban' zone is to provide for areas in which a range of activities are undertaken, including residential, commercial, recreational and light industry. The commercial and residential land uses proposed on the subject site are consistent with the purpose and intent of the 'Urban' zone under the MRS.

*Refer to Figure 13 – Metropolitan Region Scheme*

### 4.3 State Planning Policy 4.2: Activity Centres

State Planning Policy 4.2 (SPP4.2) *Activity centres for Perth and Peel*, is a strategic policy document which specifies broad planning requirements for the planning and development of new Activity Centres and the redevelopment and renewal of existing centres in Perth and Peel. Activity Centres are regarded as community focal points often characterised by commercial, retail and entertainment uses, as well as medium to high density residential. The policy also reflects the WAPC's intent to encourage and consolidate residential and commercial development in these Activity Centres. SPP4.2 identifies a hierarchy of centres based on the future importance of each centre in the Perth and Peel region. In this document the Cottesloe Town Centre is recognised as a 'District Centre' which serves as a focal point for the community, servicing the daily and weekly needs of local residents.

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

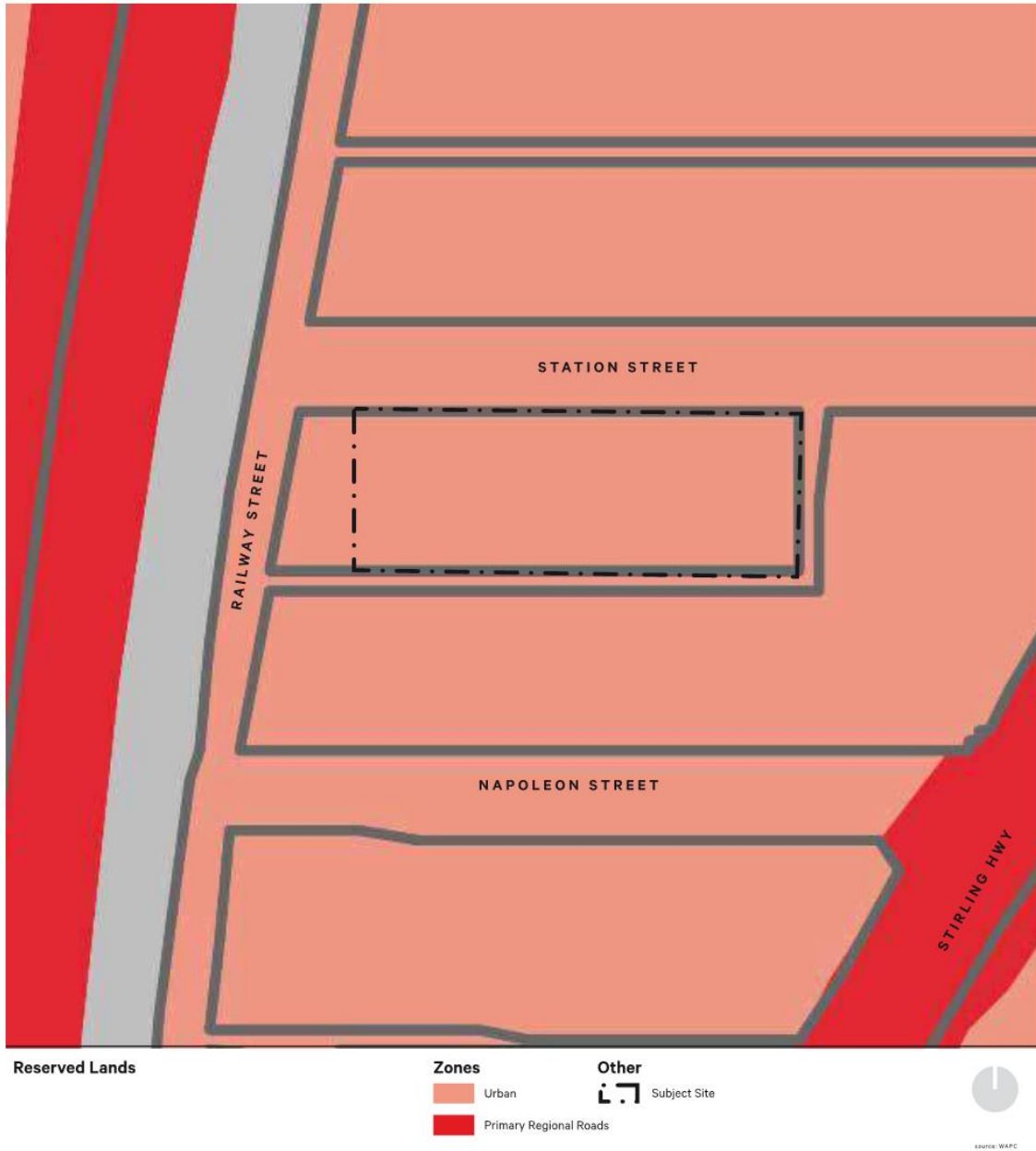


Figure 12: Metropolitan Region Scheme

In regard to urban form, SPP 4.2 identifies considerations for District and higher-order centres, with relevant points listed below:

- A well-formed structure typically consists of small, walkable blocks that improve accessibility within a centre.
- Buildings needs to address streets and public spaces to promote vitality and encourage natural surveillance.
- Activity centres should contain a mix of uses along street frontages and arrange key retail and other attractors to maximise pedestrian flows along streets.
- New activity centre development or redevelopment should include 'sleeving' of large-scale retail and car parks, more externally-oriented or 'active' building frontages and fewer blank walls.

The Scheme Amendment adheres to these considerations in its proposed changes to the urban form by providing street front development and potential for activation (including room for alfresco dining or similar in minor setbacks), allowing residential development above ground floor level to provide surveillance of the street, support walkability in the Town Centre and the screening of any car parking from the Station Street frontage.

In August 2020 the Department of Planning, Lands and Heritage advertised a draft of SPP 4.2 through to February 2021. The draft policy aims to ensure planning and development adequately considers the distribution, function and broad land use options for activity centres to meet local community needs, and provide social, economic and environmental benefits to all Western Australians. Within the draft, Cottesloe Town Centre is still recognised as a 'District Centre'.

#### 4.4 State Planning Policy No. 3 – Urban Growth and Settlement

State Planning Policy No. 3 – Urban Growth and Settlement (SPP3) sets out the principles and considerations which apply to planning for urban growth and settlement in Western Australia; specifically, to guide more consolidated development in appropriate locations where consistent with neighbourhood character and where the necessary services are available or can be provided. The proposed Scheme Amendment aligns with the objectives of the policy, specifically:

- To build on existing communities with established local and regional economies, concentrate investment in the improvement of services and infrastructure and enhance the quality of life in those communities.
- To promote the development of a sustainable and liveable neighbourhood form which reduces energy, water and travel demand whilst ensuring safe and convenient access to employment and services by all modes, provides choice and affordability of housing and creates an identifiable sense of place for each community.

It also primarily aligns with the following policy measure elements:

- *5.1 Creating sustainable communities –*
  - Supporting higher residential densities in the most accessible locations, such as, in and around town and neighbourhood centres, high frequency public transport nodes and interchanges, major tertiary institutions and hospitals, and adjacent to high amenity areas such as foreshores and parks.
- *5.3 Managing urban growth in Metropolitan Perth –*
  - Giving priority to infill development in established urban areas, particularly through urban regeneration and intensification of development of under-utilised urban land, whilst respecting neighbourhood character.
  - Locating higher residential densities in locations accessible to transport and services such as in and around the CBD, regional and district centres, activity corridors and higher education campuses, and in selected areas of high amenity on the coast and river foreshore.
- *5.4 Planning for liveable neighbourhoods –*
  - Active street frontages with buildings facing streets to improve personal safety through increased surveillance and activity.
  - New development which supports the efficiency of public transport systems where available, and provides safe, direct access to the system for residents.
  - A variety of lot sizes and housing types to cater for the diverse housing needs of the community at a density that can ultimately support the provision of local services.

## 4.5 State Planning Policy No. 7.2 – Precinct Design Guidelines

State Planning Policy No. 7 – Design of the Built Environment (Design WA) is a State Government initiative aimed at ensuring good design is at the centre of all development in Western Australia. Design WA is a recently adopted suite of documents that came into effect on 24 May 2019 and is to be given due regard by decision making authorities during the consideration of strategic and statutory planning proposals, subdivisions and development applications. Forming part of that suite of documents, State Planning Policy No. 7.2 (SPP7.2) specifically deals with the planning and design of precincts and the preparation, assessment and review of precinct plans for approval.

To enable the development of high-quality precincts which contribute to the overall social, economic and environmental wellbeing of communities, SPP7.3 adopts a performance-based approach to planning assessment and contains specific requirements for the preparation of Local Development Plans in in-fill and activity centre locations.

A Local Development Plan prepared in accordance with Schedule 2, Part 6 of the Deemed Provisions shall be prepared for the subject site prior to redevelopment. A future Local Development Plan on the subject site will need to respond to components and design elements advocated within SPP7.2.

In regard to precinct type, SPP7.2 outlines the unique role, design focus and critical issues to consider when planning for different precinct types. When considering the Cottesloe Town Centre's proximity to the Cottesloe Train Station, the Cottesloe Town Centre precinct, in which the subject site is located within, can be categorised as a 'Station Precinct' which serves to accommodate transit-oriented development (TOD) surrounding stations and other transport interchanges.

Under section 2.1 of SPP7.3, the planning and design focus for Station Precincts includes:

- *Guiding zoning and subdivision to achieve desired residential density, land use mix and an intensity of activity to support public transport use; and*
- *Designing the movement network, streetscape and public realm to ensure safe and inviting linkages by all modes between the surrounding precinct and public transport infrastructure.*

The Scheme Amendment is consistent with the planning and design focus for Station Precincts by supporting residential development within the town centre and encouraging a diversity of land uses on the ground floor with an active street front and allowances for alfresco spaces. These design considerations will contribute to the future activation of Station Street and increase the use of nearby public transport infrastructure.

## 4.6 Town of Cottesloe Local Planning Strategy (2008)

The Town's current Local Planning Strategy (Strategy) was prepared in 2008, setting out the long-term planning directions for the local government area, and provided the basis for LPS3. In accordance with the Planning and Development (Local Planning Schemes) Regulations 2015 (the Regulations), the Town commenced a review of the current Strategy in March 2018 to begin the process of preparing a new Local Planning Strategy. In November 2019, Council resolved to adopt the draft Local Planning Strategy Discussion Paper for the purposes of advertising. Advertising of the discussion paper concluded in May 2020, and in December 2020 Council resolved to commence the preparation of the Draft Local Planning Strategy in early 2021. Presently, there has been no publicly released timeframe for the preparation of the Town's new Draft Local Planning Strategy. In the absence of a recent Local Planning Strategy, we have evaluated the Scheme Amendment against the current (2008) Strategy and the Town of Cottesloe Local Planning Strategy Review Discussion Paper.

### 4.6.1 Local Planning Strategy (2008)

The proposed Scheme Amendment adheres to several objectives and sections within the current Strategy despite its adoption over a decade ago. Some examples include:

- *"In considering metropolitan growth strategies a need is seen for Council to investigate provision for increased residential densities on land within close proximity to the train stations and main public transport routes within the Town, having regard to regional planning housing targets, which envisage 550 additional dwellings to be provided in the municipality by 2031." – page 14.*
- *"Town Centre Zone: The Town Centre zone aims for a functional and vibrant 'main-street' type of district commercial centre with a traditional village-style amenity and mixed uses including residential and entertainment. The current zoning for this is continued under LPS 3 as well as the R100 density coding, the encourage ongoing land use, accommodate changes of use and provide for redevelopment. In the longer term, the potential for transit-oriented redevelopment to expand or boost the town centre on a planned bases and build up higher-density housing as part of it would be under this zoning and density approach. In addition, existing government land immediately to the west of Cottesloe train station has potential to be included in any such development." – page 15.*

element.

- *“There are varying degrees of opportunity for further residential development in the district under the density provisions of the existing town planning scheme, which the proposed scheme seeks to augment (LPS 3), as some changes to existing densities and provisions are required if additional housing opportunities are to be made available in Cottesloe. There are a number of potential redevelopment opportunities to accommodate this demand with a diversity of housing types. In particular there is opportunity for greater integration of a residential development in commercial areas, particularly along the Marine Parade beachfront and in the town centre. This has the potential of not only adding to the available housing opportunities within Cottesloe within walkable catchments but also in providing for additional vibrancy within those localities.” Pages 37-38.*

These passages demonstrate that the approach to locating a diversity of housing and increased densities within the Town (since 2008) has identified the Town Centre as an ideal location, close to public transport and existing amenities, and with the ability to accommodate as well as benefit from additional vibrancy.

#### 4.6.2 Local Planning Strategy Review – Discussion Paper (2019)

The Local Planning Strategy Review Discussion Paper (Discussion Paper) sets out the broad intentions for the Town and the recent changes and trends that are to be key considerations for the revision process of the Towns current Local Planning Strategy.

To guide the preparation of the new Strategy, the content of the Discussion Paper is broken down into ten strategic land use and planning themes which align with the content of the Towns Strategic Community Plan 2013 – 2023. The following provides an overview of the land use themes, intended directions and opportunities identified in the Discussion Paper which align with the intent of the Scheme Amendment.

##### Population and Housing:

- *Facilitate increased density and targeted infill development in appropriate areas such as within the Town Centre, along Stirling Highway and on the residual railway lands; and*
- *To encourage residential mixed-use development in appropriate areas through the creation of a dedicated Mixed-Use Zone in Local Planning Scheme No.4.*

##### Mixed Use Urban Design:

- *To promote urban design excellence through leadership, collaboration, education and advocacy in both public and private development works and by applying SPP 7.0 Design of the Built Environment where applicable; and*
- *To encourage mixed use development around activity centres and along transit corridors through the creation of a Mixed-Use zone.*

##### Economy and Employment:

- *To safeguard the existing traditional neighbourhood shops/cafes through effective planning control measures;*
- *To rezone existing Activity Centres to reflect the hierarchy as prescribed in SPP4.2 – Activity Centres for Perth and Peel; and*
- *To aim to address parking issues associated with commercial uses in a comprehensive and holistic manner.*

#### 4.6.3 Consultation outcomes

Community consultation on the discussion paper commenced in November 2019 and concluded in May 2020. The comments and suggestions received during the consultation period will be used to inform the Towns new Strategy and subsequent Local Planning Scheme No.4. During consultation Town received 55 formal responses, with the key takeaways relevant to the above themes and this Scheme Amendment being:

##### Population and housing:

- *Generally there is support for increased population growth and resulting density to be concentrated along Stirling Highway and near train stations;*
- *There is balance of support for spread out (low density) development and for targeted infill (compact) development to support population growth; and*
- *Generally there is opposition for increased density throughout the remainder of the Town in the traditionally low to medium density areas.*



### Mixed use and urban design:

- The prospect of downsizing to a flat, unit or apartment garnered modest support; and
- Respondents demonstrated modest support of pedestrian-orientated activity centres.

The above community feedback demonstrates there is general community support for targeted infill developments within Activity Centre areas which support population growth and diversity whilst maintaining low density development within the Town's suburban areas. The proposed Scheme Amendment is in-line with the above community responses by supporting the provision of increased density within the Town Centre in close proximity to public transport infrastructure and existing amenities.

## 4.7 Town of Cottesloe Local Planning Scheme No. 3

The Town's LPS3 is the primary statutory document guiding land use and development within the region. Under LPS3, the subject site is zoned 'Town Centre', with the development requirements under this zone set out in Table 2 of the Scheme, and further explained in the Town's LPS3 Local Planning Policy Design Guidelines – Cottesloe Town Centre (Cottesloe Town Centre Design Guidelines).

Refer to Figure 13 – Town of Cottesloe LPS3

LPS3 was gazetted on 1 August 2014, and as per clause 65(1)(a) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, the Town must carry out a review of LPS3 in the 5<sup>th</sup> year since gazettal, being 2019. The following demonstrates an assessment of the Scheme Amendment against the current provisions in LPS3 and Cottesloe Town Centre Design Guidelines.

### 4.7.1 Town Centre Zone

Under clause 4.2.2 of LPS3, the objectives of the Town Centre Zone are:

- Improve amenity and function of the Cottesloe town centre.
- Provide for a wide range of land uses, including shops, offices, entertainment, health, and community facilities and services, consistent with the district-serving role of the centre.
- Provide the opportunity for residential uses and development within the town centre.
- Give consideration to the maintenance and enhancement of important views to and from public places as a contributor to the character and amenity of the locality and the district overall.

As mentioned, the proposed Scheme Amendment is intended to facilitate the redevelopment of the site in future for a mixed-use development within the town centre. The Scheme Amendment is consistent with the objectives of the Town Centre zone listed above for the following reasons:

- The Scheme Amendment will facilitate the redevelopment of the subject site to enable a mixed use development in character with a district town centre, that will add to the amenity of the town centre and specifically the Station Street streetscape, as well as assist in pedestrian connectivity and movement through the town centre as part of any future redevelopment.
- The Scheme Amendment facilitates active uses on the ground floor in accordance with the Town Centre zone, enhancing activation of the street and pedestrian movement. The proposed minimum nil setback encourages vitality of the street whilst also offering opportunities for portions of set-back built form on the ground floor to enable spaces for activation and additional street interaction. The Scheme Amendment will facilitate significant opportunity for residential development within the Cottesloe Town Centre that offers a diversity of housing choice within a location of high amenity and access to public transport.
- The Scheme Amendment will facilitate redevelopment of the subject site that will be able to be viewed from significant points within the locality given its scale but can act as a landmark without negatively impacting on local amenity. Overshadowing can be managed by the proposed building envelope such that it does not increase the existing level of overshadowing in Napoleon Street that is currently caused by the built form in Napoleon Street (Refer to Figure 14 – Overshadowing Diagrams). The overshadowing impact on surrounding premises and public spaces on Napoleon Street during winter months between 9am and 10pm has also been considered in the proposed building envelope (refer to Appendix 2 – Built form morning shadow analysis). Being located on the south of Station Street it does not adversely overshadow the public realm within Station Street.
- The Scheme Amendment will facilitate redevelopment of the subject site that will enhance the amenity of Station Street and enhance the character of the streetscape to that of an emerging, active and liveable district centre.

element.

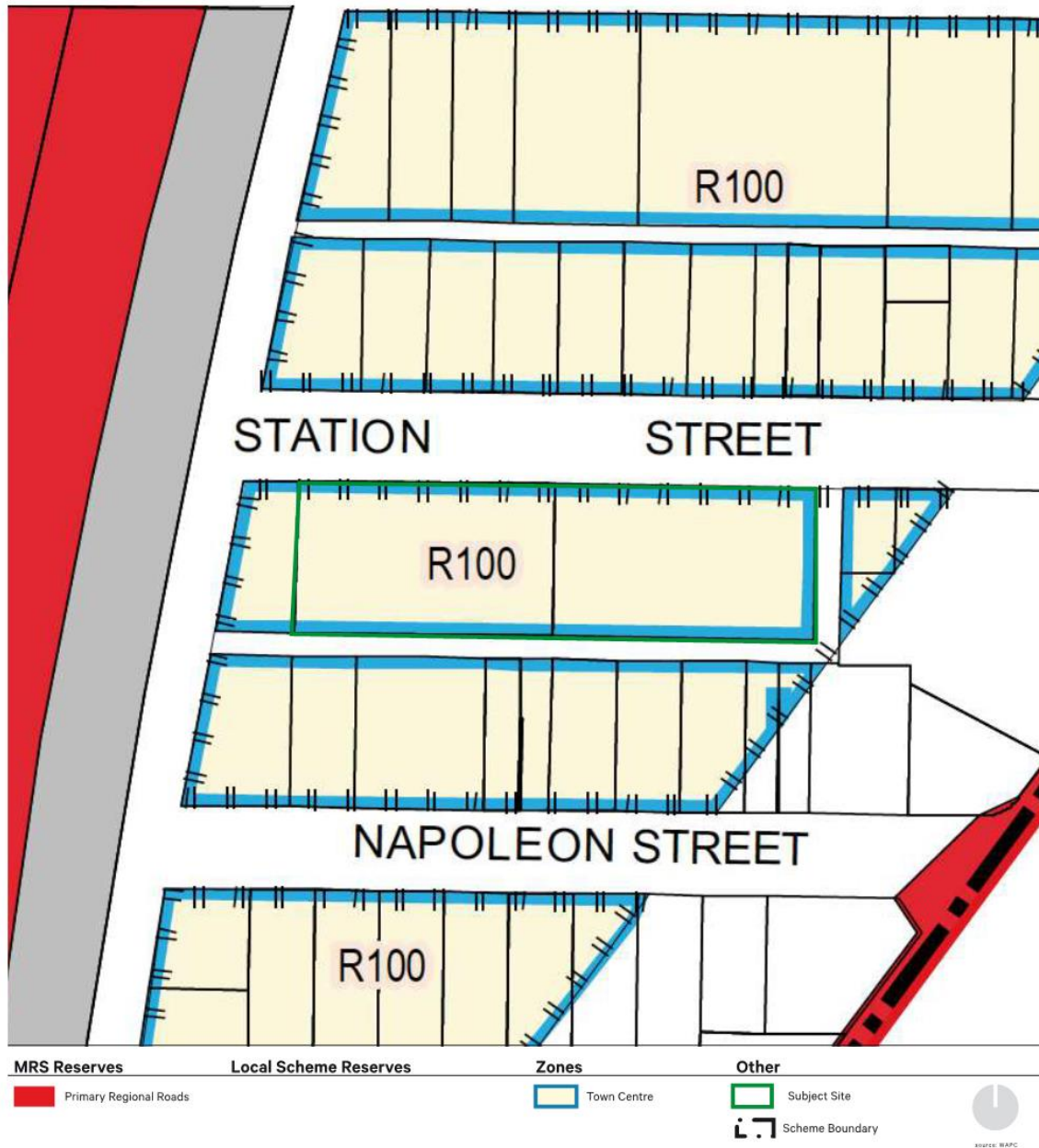


Figure 13. Town of Cottesloe LPS3

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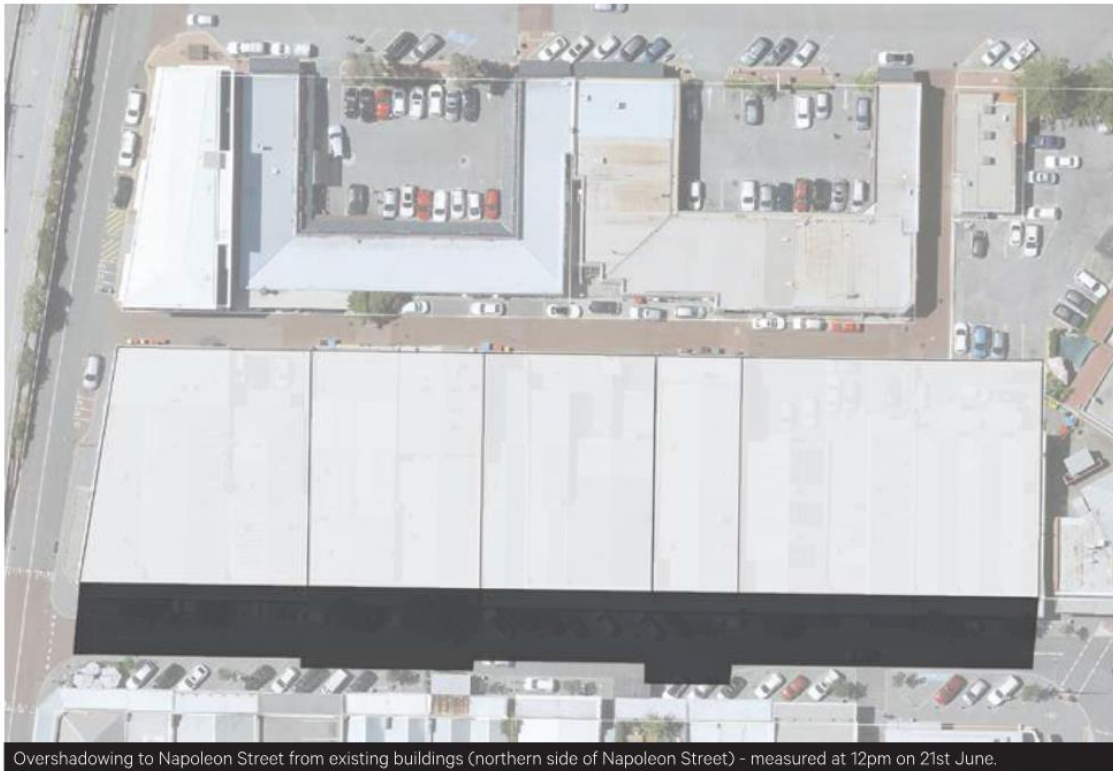


Figure 14. Overshadowing Diagrams

#### 4.7.2 Table 2 – Development Requirements

Table 2 of LPS3 sets out the development requirements specific to each zone, including the Town Centre zone, as well as the land to which each requirement applies. The subject site currently sits within the land described under row c) 'Remaining land'. The provisions for 'c) Remaining Land' are as follows:

Zone	Maximum Plot Ratio	Maximum Site Cover	Minimum Boundary Setbacks	Maximum Height (Refer clause 5.7.)
<b>TOWN CENTRE</b>	1.15:1	100%	In accordance with Design Guidelines	2 storey or 3 storey and 11.5m, subject to no undue adverse impact on amenity and to design guidelines
Remaining Land				

The proposed Scheme Amendment seeks to depart from these requirements and instead control development of the subject site through a 'building envelope' approach, whereby building height and setbacks are defined, and plot ratio and site cover are removed as controls. This is the approach taken given the recent Gazettal of State Planning Policy 7.3 (SPP7.3) – Residential Design Codes Volume 2 – Apartments, which sets out controls for apartment residential and mixed-use development based on design principles contained in Design WA. The objectives contained within Volume 2 of SPP7.3 have been thoughtfully considered by the State Government and provide robust guidance and control through a performance-based approach.

From a scheme point of view and for consistency with other Schedules in LPS3, to control any future development of the subject site it is preferred to define an ultimate building envelope through controls in Schedule 12 – Special Provisions of LPS3 and allow the objectives of Volume 2 of SPP7.3 to control the ultimate built form within this envelope based on good design. Other built form matters such as vehicle cross overs and pedestrian access will be addressed through a future LDP for the subject site. Therefore, plot ratio and site cover are not necessary to be defined in the scheme but will be determined within the building envelope as part of any future redevelopment.

#### 4.7.3 Cottesloe Town Centre Design Guidelines (2014)

Clause 5.9 of LPS3 reads in the Town of Cottesloe Local Planning Policy – Design Guidelines (Town Centre Design Guidelines) as an instrument to be used by the local government to determine applications for planning approval and any proposed variation. Clause 2.3 of LPS3 makes it clear that in any inconsistency between provisions of a Local Planning Policy and LPS3 provisions, the scheme prevails.

The Town Centre Design Guidelines include a vision for the Town Centre. The 'aims' of the vision are successfully met through the proposed development as demonstrated in the below table.

Town Centre Vision - aims	Scheme Amendment response
<i>Foster the strong presence of cafes and restaurants in the success and attraction of the Town Centre.</i>	The Scheme Amendment allows for and encourages active uses on the ground floor, as well as the built form response to enable cafes and restaurants to successfully maintain alfresco dining spaces through the street setback to the podium.
<i>Replicate the intensive shopfront character of Napoleon Street along the south side of Station Street; intensifying and concentrating the retail, café and restaurant core.</i>	The Scheme Amendment replicates the intensive shopfront character of Napoleon Street through an active building frontage.
<i>Increase and improve active north-south pedestrian links, especially between Napoleon Street and Station Street, but also between Napoleon Street and Clapham Lane, and beyond.</i>	The Scheme Amendment requires an LDP to be prepared for the site prior to redevelopment. A future pedestrian connection between Station Street and De Nardi Lane is suggested to be incorporated in the LDP.
<i>Rationalise public and private car parking, ensuring both convenience and minimal visual intrusion or fragmentation of built form and character, including containing and concealing parking within buildings at basement, undercroft or upper levels.</i>	The Scheme Amendment prohibits car parking to be visible from the street. If any were to be provided in the podium, it would need to be appropriately screened; however, the size of the site would facilitate provision of consolidated basement car parking.
<i>Provide as many opportunities as feasible for residential development within the Town Centre; not as the expense of commercial or social activity but rather to enhance and capitalise on them.</i>	The Scheme Amendment facilitates the development of residential uses above the ground floor within the town centre.

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Town Centre Vision - aims	Scheme Amendment response
<i>Create activation of and significant improvements to the function and appearance of the rear laneways, including opportunities for cafes and restaurants, small enterprises and public amenity spaces, also taking into account the narrow pedestrian links between buildings.</i>	The Scheme Amendment facilitates the redevelopment of the subject site, allowing for opportunities to better interface with De Nardi Lane to be considered as part of any development.
<i>Create a high quality residential and commercial office sub-precinct south of Jarrad Street, discouraging concentrated retail development.</i>	Not directly applicable to the Scheme Amendment, however it facilitates concentrated retail development along Station Street, as well as residential uses, that could encourage future residential and commercial redevelopment south of Jarrad Street.
<i>Insist on high quality design in all aspects of the built environment, with full consideration to attractive building form, respect for the public environment, and quality of finish.</i>	The Scheme Amendment has considered the future built form of the subject site to allow for high quality design, particularly through applying a building envelope and allowing SPP 7.3 Volume 2 to encourage performance-based outcomes as part of any future redevelopment.
<i>Address the interrelationship with the car parking area along the railway line, including improving its function, urban design, infrastructure and pedestrian connectivity to the railway station, parking areas west of the railway line and links to the beach.</i>	The Scheme Amendment facilitates redevelopment of the subject site, which could provide further justification for the Town to continue in exploring improving the connectivity of Station Street and the train station through a staircase.

Part 5 of the Town Centre Design Guidelines applies to the Cottesloe Town Centre, and applies to land within the Town Centre zone in sub-precincts. The relevant sub-precinct for the subject site is 'Station Street South'. The vision for this sub-precinct is:

- A lively, intensive sidewalk frontage of shops, cafes/restaurants and personal/professional services, at ground level, taking advantage of the northern orientation. Residential and offices at upper levels, also taking advantage of the northern orientation. Pedestrian access through to De Nardi Lane and Napoleon Street where possible. Closer streetscape relationship with the Albion Hotel.

The proposed Scheme Amendment is in keeping with this vision, given its proposed built form envelope, uses and pedestrian connection as informed by a future LDP.

The Town Centre Design Guidelines set out development requirements for the relevant R-Code, plot ratio, building height, and site cover consistent with Table 2 of LPS 3. Additionally, it also sets out provisions for street and side setbacks, vehicle and service access and the De Nardi Lane frontage as follows:

- **Street setback:** Nil for ground and first floor levels. Second floor may be set back.
- **Side Setbacks:** Nil, except where public pedestrian access to De Nardi Lane is provided.
- **Vehicle and Service Access:** Only from De Nardi Lane.
- **De Nardi Lane Frontage:** All service areas and car parking to be concealed from view; residential or office units encouraged, overlooking De Nardi Lane; nil setback, subject to adequate space for vehicle access.

The proposed Scheme Amendment accords with the principles defined in the setbacks as above where street frontage maintains a nil (0m) setback for ground and lower levels, with upper storeys setback from the active street front. To support surveillance of the street and enhance the local streetscape character, it is proposed a nil street frontage applies to the first three levels, with storeys above the third level setback 4 metres. To create a better shared access environment and encourage the future activation of the laneway, a 1 metre setback to De Nardi lane is proposed. Further detail on the proposed built form and setbacks is detailed in section 4.9 of this report.

The proposed Scheme Amendment departs from the restricted vehicle/service access as above. The current development on the subject site maintains four crossovers to Station Street. The Scheme Amendment proposes that redevelopment of the subject site allows these to be rationalised to only two crossovers to Station Street. This is to ensure that the traffic generated from any new development is not all directed onto De Nardi Lane, as this would detract from any possibility of it being able to accommodate active uses, as per the Town Centre vision above. A future LDP to be prepared for the subject site will inform the location of future vehicle crossovers and access points prior to redevelopment of the site.

## 4.8 Station Street Place Making Strategy (2017)

The Town of Cottesloe adopted the Station Street Place Making Strategy (SSPMS) in May 2017, which was prepared by TPG Town Planning, Urban Design and Heritage (now **element**) on behalf of the Town. The SSPMS is a strategic document that looks at the role of Station Street in its existing condition and into the future, providing a series of strategies as to how it can service the local community and broader town centre. In preparing the SSPMS engagement occurred with the community in regard to potential future development scenarios, uses and public realm changes to inform the development of the strategy.

The SSPMS provides a place vision for Station Street being:

*Station Street will be a place for all; a place where young people are welcomed, and older people feel safe. A place where the local community and visitors alike come to meet and enjoy the urban village atmosphere amongst trees, unique locally owned stores, exciting and vibrant local artworks, with numerous opportunities to dine, drink or just daydream in the public square. The nearby beach culture is celebrated through buildings and artworks, and the street is a pedestrian setting, where upper storeys are set back, and cars are slow. All stakeholders are invested in the place. Station Street is well known for its vitality and is a destination for many.*

The Scheme Amendment aligns with the intent of this vision by facilitating the redevelopment of two substantial landholdings in the town centre that will contribute to activation of the street at ground level including spaces for alfresco dining and the like, and upper storeys of any future development are to be set back.

The third long-term strategy listed in the SSPMS refers to the 'Redevelopment of Major Development Sites', and specifically includes the subject sites as part of the applicable area. The strategy acknowledges that there is a significant amount of land within Station Street that could be redeveloped in the next 5+ years, which would ultimately change the nature of the street. In the interim, short- and medium-term strategies look to improve the public realm and activation within the street that could ultimately incentivise landowners to invest in their sites, which would ideally be managed through some form of Built Form Controls, Design Guidelines or an Activity Centre Plan (Medium-term strategy #7). This Scheme Amendment represents the first of these major landholdings looking to re-develop as part of shaping the future vision for Station Street.

## 4.9 Cott Village Project – Draft Precinct Plan (2019)

In 2019 the Town of Cottesloe and Shire of Peppermint Grove (Shire) jointly prepared the Cott Village Project – Draft Precinct Plan (Precinct Plan) for the Town Centre, also referred to as the Cottesloe Activity Centre (Activity Centre). Incorporating the areas of the Town's 'Town Centre' Zone and the Shire's 'District Centre' Zone, as well as the residual (vacant) railway lands surrounding the Cottesloe Station, the Precinct Plan acts as an overarching strategic planning framework for the Cottesloe Town Centre and provides development guidance to facilitate transformative change and improvement in terms of social and economic vigour. As such, the Precinct Plan is intended as an integrated spatial plan used to guide decision making and inform more detailed future amendments to LPS3 within the Town Centre.

In preparation of the draft Precinct Plan, the Town conducted a variety of community engagement processes in October 2019 to understand the community's expectations and preferences for the town centres future. The engagement methods included two survey questionnaires, one focusing on resident and users of the area and another focusing on local businesses. The Town also held two community forum workshops on October 26 and October 29, 2019. The following table provides a summary of the main community engagement findings and how the Scheme Amendment addresses these community concerns and expectations.

Community Engagement Findings	Scheme Amendment Response
<i>The overriding concerns discouraging people from frequenting the Town Centre are lack of variety of stores/services, and traffic and parking issues.</i>	The Scheme Amendment allows for and encourages active uses on the ground floor and facilitates the provisions of consolidated basement car parking.
<i>The Town Centre is seen to be safe and clean, but found lacking in vibrancy.</i>	The Scheme Amendment allows for and encourages an active building frontage for Station Street comparable to the intensive and vibrant character of Napoleon Street.
<i>Business community is keen to see a boost in local population to increase patronage – favouring walk-up apartments as the urban densification policy.</i>	The Scheme Amendment will facilitate the development of multiple dwellings/apartments which will help diversity the housing choice within the Town and boost local population and patronage within the Town Centre.

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Community Engagement Findings	Scheme Amendment Response
<i>In terms of a future urban densification strategy, residents have a strong preference towards restricting high rise to specific locations.</i>	Being located on the south side of Station Street, the Scheme Amendment provides a unique opportunity to increase development intensity within the Town Centre without adding to the current overshadowing of Napoleon Street.  The subject site is also unique in its opportunity to coordinate the redevelopment of two significant landholdings with the Town due to its consistent landownership. These unique aspects should afford the subject site to be considered as a 'specific location' for high rise.
<i>Business owners envisage the future Cott Village to have high density, while retaining the 'village' feel and human scale and with community spaces.</i>	The Scheme Amendment proposes setbacks above the podium level to ensure future development on the subject site is at a bulk and scale which retains the 'village' feel and human scale of the Town Centre.
<i>Both residents and the business community desire a greater variety of shops and services to cater for all age groups.</i>	The Scheme Amendment allows for the redevelopment of the subject site which encourages a diversity of land uses on the ground floor and podium levels.

Advertising of the Precinct Plan commenced in December 2019 and closed in May 2020. Forty (40) submissions were received with over 70% of submissions generally in support of the Plan. It is important to note the draft Precinct Plan will be subject to modifications following the review of public submissions and further detailed design studies.

To achieve a coordinated approach within the Town Centre, the following section details how the proposed Scheme Amendment is consistent with the intent, vision and design standards of the draft Precinct Plan.

#### 4.9.1 Vision and objectives:

Section 7 of the Precinct Plan details the vision and objectives for the Town Centre. The vision for the Town Centre is as follows:

*"We are seeking to create an active, vibrant, and well-connected urban village which offers a wide variety of services and a great range of experiences, while respecting its sense of history and unique character."*

The Relevant objectives for the Town Centre which are considered to be within the context of the subject site are as follows:

- *Achieve high quality outcomes for all, aligning decisions to share benefits and cost;*
- *Focus government and private sector investment to achieve shared goals of prosperity, sustainability and relevance to our lives and the community; and*
- *Attract investment in both redevelopment, renewal and maintenance of buildings, spaces and infrastructure*

The Scheme Amendment allows for and encourages strategic investment within the Town Centre and offers a significant opportunity to improve the Station Street streetscape, as it is currently irregular with a mix of building types, ages and styles. Future redevelopment on the subject site has the potential to increase patronage within the Town Centre and act as a catalyst for future investment. For the above reasons, the Scheme Amendment is consistent with the vision and objectives of the Precinct Plan.

#### 4.9.2 Design standards

Section 8 of the Precinct Plan details building standards, design and appearance requirements with the following considered relevant to the context of the subject site and this Scheme Amendment:

- *All development and/or land uses are to be oriented and designed to address the street and public open space frontages, and are to complement or enhance the local streetscape character and amenity; and*
- *Buildings are to be designed to protect solar access and minimise overshadowing of adjoining premises and/or public open spaces, in order to ensure adequate provision of direct sunlight and ventilation for buildings and to ameliorate the impacts of building bulk, privacy and overshadowing on adjoining properties.*

The Scheme Amendment adheres to these considerations in its proposed changes to the urban form by providing street front development and potential for activation, allowing residential development above ground floor level to provide surveillance of the street, support walkability in the Town Centre and the screening of any car parking from the Station Street frontage.

Additionally, the Scheme Amendment considers the impact of solar access and overshadowing through the proposed orientation and building envelope. The subject site is located on the south side of Station Street, this affords the site good northern aspect and access to sunlight during the winter months optimal for residential development. The proposed building envelope at 8 and 10 storeys, with upper storeys setback from the street and levels above 8 storeys setback from the eastern boundary 56 metres, ensures minimal overshadowing impact on adjoining premises and the public realm of Napoleon Street (refer to Figure 14 – Overshadowing Diagrams).

#### 4.9.3 Building height:

Within the Precinct Plan, the subject site is located within Sub Precinct 3 (SP3) which includes lots to the north and south of Station Street from Railway Street across to the intersection at Stirling Highway. In SP3, the subject site is allocated an R-coding 'R-AC3' and is also identified as Special Control Area 1 (SPC1).

Within SP3, the subject site is allowed a maximum building height of 6 storeys, however, being identified as SCA1, allows the maximum building height to increase to 10 storeys (33 metres), subject to satisfying a set of performance-based standards and additional criteria which are yet to be identified by the Town. When considering maximum building height, the following minimum finished floor to floor heights apply:

- 4.5m for residential and non-residential ground floor;
- 3.5m for non-residential upper floors; and
- 3m for residential upper floors.

The proposed Scheme Amendment seeks to depart from the 10-storey discretionary height limit suggested in the Precinct Plan and instead seeks to control building height through a 'building envelope' approach.

The Scheme Amendment proposes a maximum building height of 8 and 10 storeys, where levels above 8 storeys are setback from the eastern side boundary 56 metres. When compared to a 10-storey building which may be regarded under the Precinct Plan, the Scheme Amendment proposes building height limits which consider the overshadowing impact on surrounding premises and public spaces. This is demonstrated in Appendix 2 – Built form morning shadow analysis, which demonstrates the 9am to 10am overshadowing impact of a 10 storey building against the proposed building envelope of 8 and 10 storeys.

The floor to floor heights used in the overshadowing analysis diagrams are consistent with the minimum floor to floor heights outlined in the Precinct Plan. The Scheme Amendment does not specify floor to floor height limits, only the overall building height limit in metres.

#### 4.9.4 R-Coding:

In SP3, the subject site is allocated an R-coding 'R-AC3'. The Scheme Amendment maintains the current zoning of the subject site as 'Town Centre' and applies a new R-coding of R-AC0. This R-coding varies from the R-AC3 coding suggested in the Precinct Plan. The R-AC0 coding is considered to be a more appropriate R-coding for the subject site as the density code under SPP7.3 formally refers to a planning instrument that contains specific built form provisions. In this case, the R-AC0 coding for this site will formally refer to LPS3 for height and setback provisions, with other provisions to be addressed in an LDP for the subject site.



Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

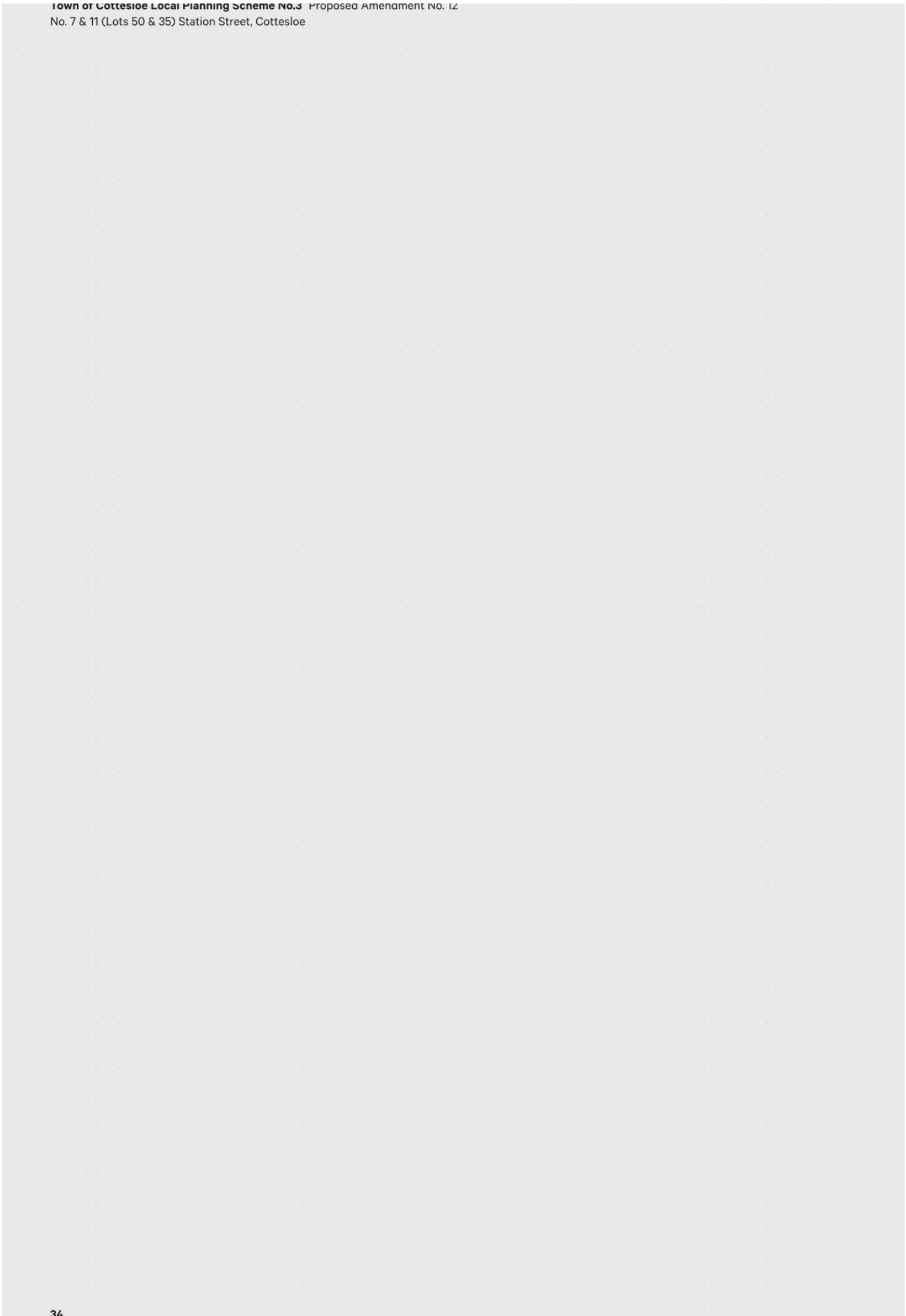
#### 4.9.5 Setbacks:

The Precinct Plan sets out provisions for front, side and rear setbacks for the subject site. The following table details how the proposed setbacks align with the setback provisions of the Precinct Plan.

Setback provisions draft Precinct Plan			Scheme Amendment proposed setbacks	Scheme Amendment Response
<b>Front setbacks</b>				
<b>Podium Level</b>	Mixed use and Non-residential development	Maximum nil (0m) up to 3 storeys		Station Street should aim to achieve active street frontages through ground floor commercial uses with residential and/or commercial development above the ground floor. A nil podium setback up to 3 storeys, which includes ancillary structures (i.e., balcony's) will support an active street interface, promote vitality, encourage natural surveillance and enhance the village character of Station Street.  Additionally, providing a nil street setback for the podium level will provide the opportunity for awnings to easily be provided over the adjacent pedestrian realm. Awnings will help provide a human scale at ground level and assist in creating a 'sense of enclosure' or containment within the streetscape, and hide higher density development beyond the human scale.
	Residential development	Minimum 2m (in accordance with R-codes)		
<b>Upper floors</b>	Up to 24m (6 storeys)	Minimum 3m above first 3 storeys	Minimum 4m above first 3 storeys	The Scheme Amendment proposes to increase the draft Precinct Plan 3 metre setback to 4 metres. This setback provision considers human scale development and aims to enhance pedestrian amenity. Given the depth of the subject site, street setbacks greater than 4 metres will ultimately limit the functionality of the floorplate design. In order to allow for a functional building envelope on the subject site across the height of the building, a minimum setback of 4 metres should apply to all levels above 3 storeys.
	Above 24m (6 storeys +)	Minimum 6m		

Setback provisions draft Precinct Plan			Scheme Amendment proposed setbacks		Scheme Amendment Response
<b>Side and rear setbacks</b>					
Mixed use and Non-residential development	Maximum nil (0m) up to 3 storeys	Side setbacks	Nil (0m) up to 3 storeys Minimum 4m above first 3 storeys 56m eastern side setback for levels above 8 storeys	The nil (0m) side setbacks for the podium level proposed in the Scheme Amendment is consistent with the setbacks suggested in the draft Precinct Plan. Similar to the front setbacks, it is proposed the side setbacks remain the same for residential and non-residential uses at the podium level to provide flexibility in the built form and floorplate design.  For levels above 8 storeys, it is proposed an eastern side setback of 56 metres is applied. This additional setback provides further access to sunlight on Napoleon Street during winter months between 9am and 10am and ensures the overshadowing impact on surrounding premises and public spaces is minimal (Refer to Appendix 2 – Built form morning shadow analysis).	
Residential development	Minimum nil (0m) (in accordance with R-codes)	Rear setbacks (No rear setbacks for the subject site are defined in the draft Precinct Plan as Di Nardi Lane was considered as a primary street frontage).	1m ground floor setback to Di Nardi Lane	To create a better shared access environment and encourage the future activation of the laneway, a 1 metre ground floor rear setback to Di Nardi Lane is proposed. This setback is proposed to only apply to the ground floor level due to the height of the ground floor (4.5m) exceeding the maximum height of any service vehicle which may access Di Nardi Lane.  To maximise the activation potential and retain the 'laneway' character, no upper storey setbacks have been applied to Di Nardi Lane. As evident in Melbourne's iconic CBD laneways, overshadowing, enclosure and the sheer-wall built form is part of the iconic laneway character. By applying a nil upper storey setback to the rear of the subject site, a significant opportunity to enhance the urban laneway character of De Nardi lane presents itself to future redevelopment.	

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



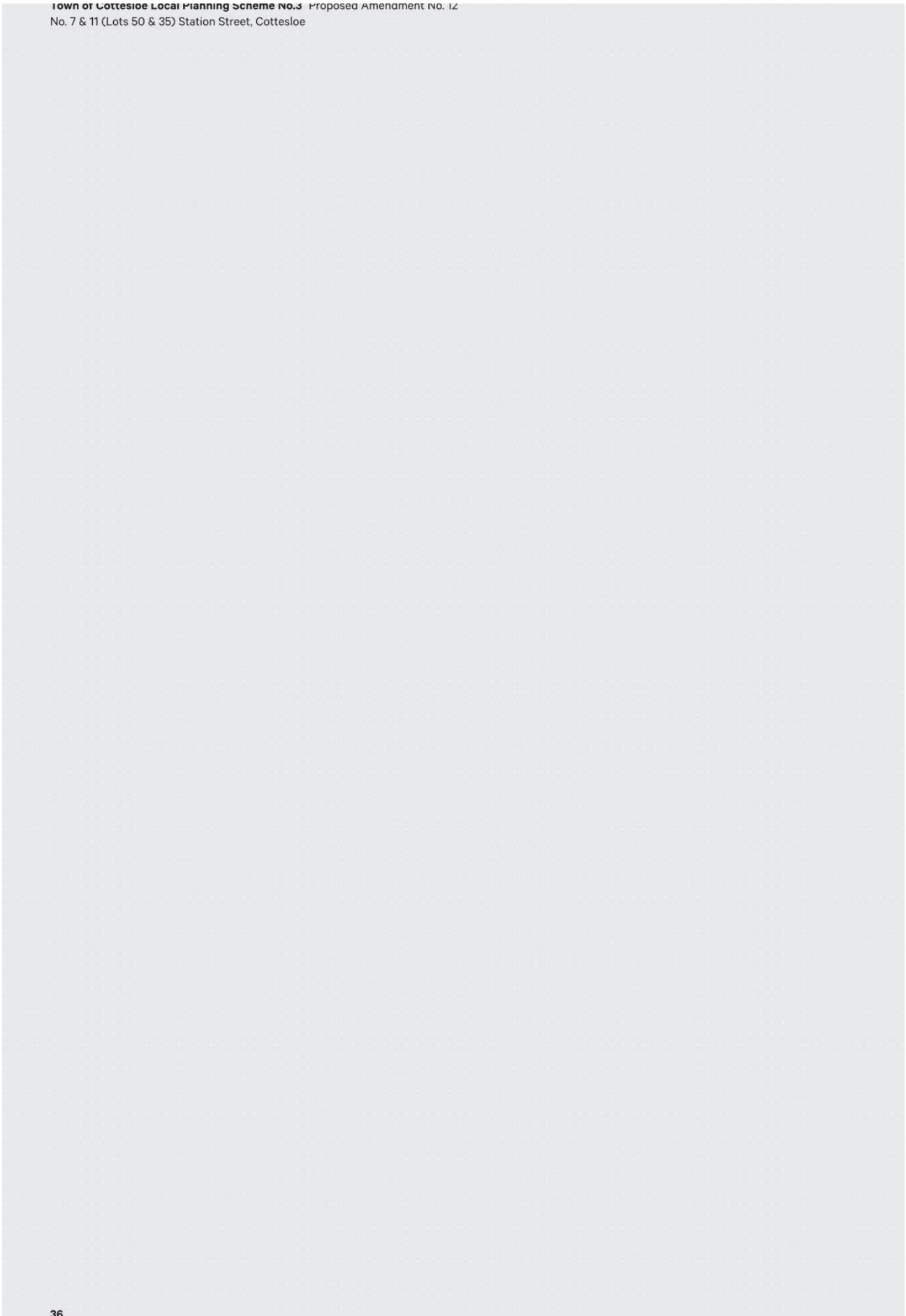
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## 5. Conclusion

This Scheme Amendment proposes to introduce site-specific provisions in Schedule 12 - Special Provisions (and a new Schedule 16) of LPS3 to form a building envelope over No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe and subsequently amend the existing provisions for the site in Table 2 - Development Provisions. The provisions relate to an increase in permissible building height and changes to setbacks and plot ratio controls. Included as a provision is the need to prepare an LDP prior to redevelopment to address other land use, access and built form matters for the subject site. The Scheme Amendment is to facilitate redevelopment of the subject site that will improve its interface with the street, provide the opportunity to contribute to meeting the Town of Cottesloe dwelling targets within a location of high amenity and access, and align with broader State Government strategies for locating infill and density within precincts, particularly station precincts.

In the absence of suitable local planning instruments introduced in a timely manner to facilitate the redevelopment of the subject site, a strategic consolidated landholding in a town centre context, this Scheme Amendment aims to facilitate its redevelopment through the current LPS 3 whilst considering the context of the surrounding area so as not to prejudice future redevelopment within the Town Centre precinct. It is therefore respectfully requested that the Town of Cottesloe and Western Australian Planning Commission support the Scheme Amendment and the Minister for Planning approve Amendment No. 10 to the Town of Cottesloe Local Planning Scheme No. 3.

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



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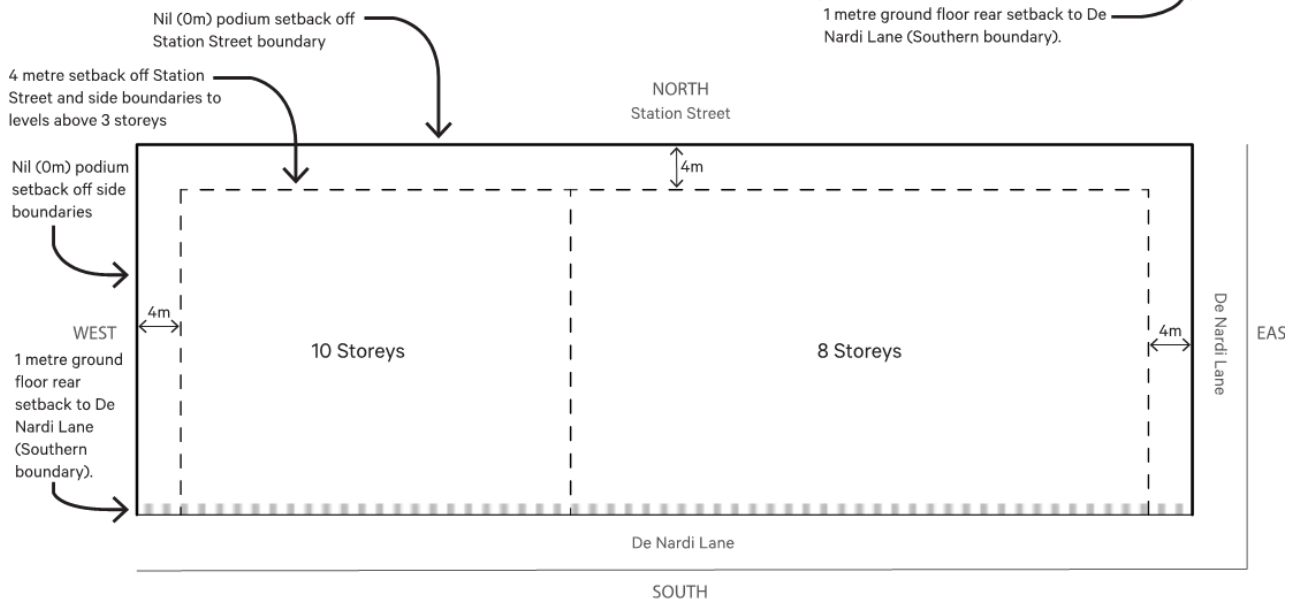
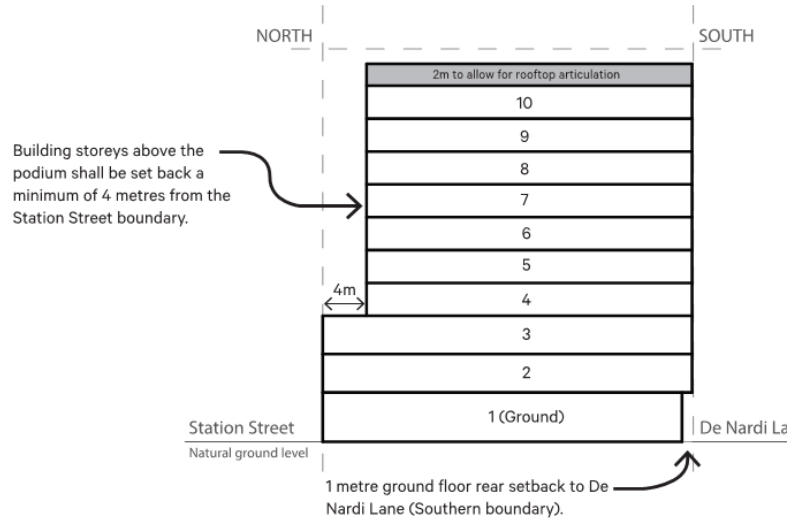
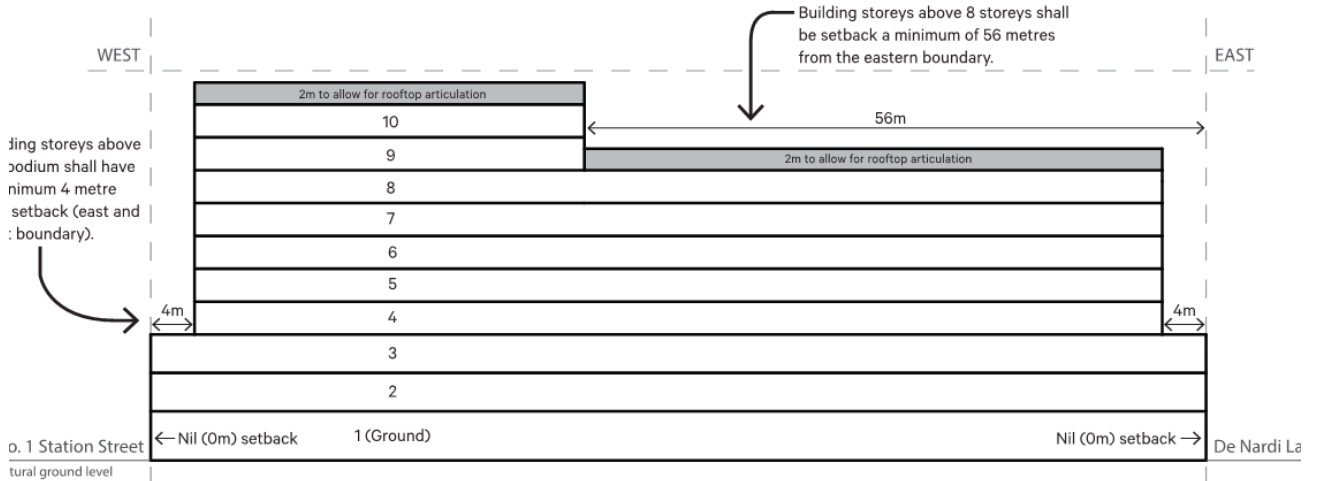
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# Appendix 1

Building Control Diagrams for No. 8 & 11 (Lots 50 & 35) Station Street

diagrams below define the maximum building envelope. Building height shall be determined as follows:

- Ground floor (1 storey) - minimum floor to ceiling height of 4.5 metres.
- Podium (3 storeys) - maximum building height of 11.5 metres
- Building height (8 storey portion) - maximum building height of 26.5 metres with an additional 2 metres for rooftop articulation and structures (28.5 metres).
- Building height (10 storey portion) - maximum building height of 32.5 metres with an additional 2 metres for rooftop articulation and structures (34.5 metres).



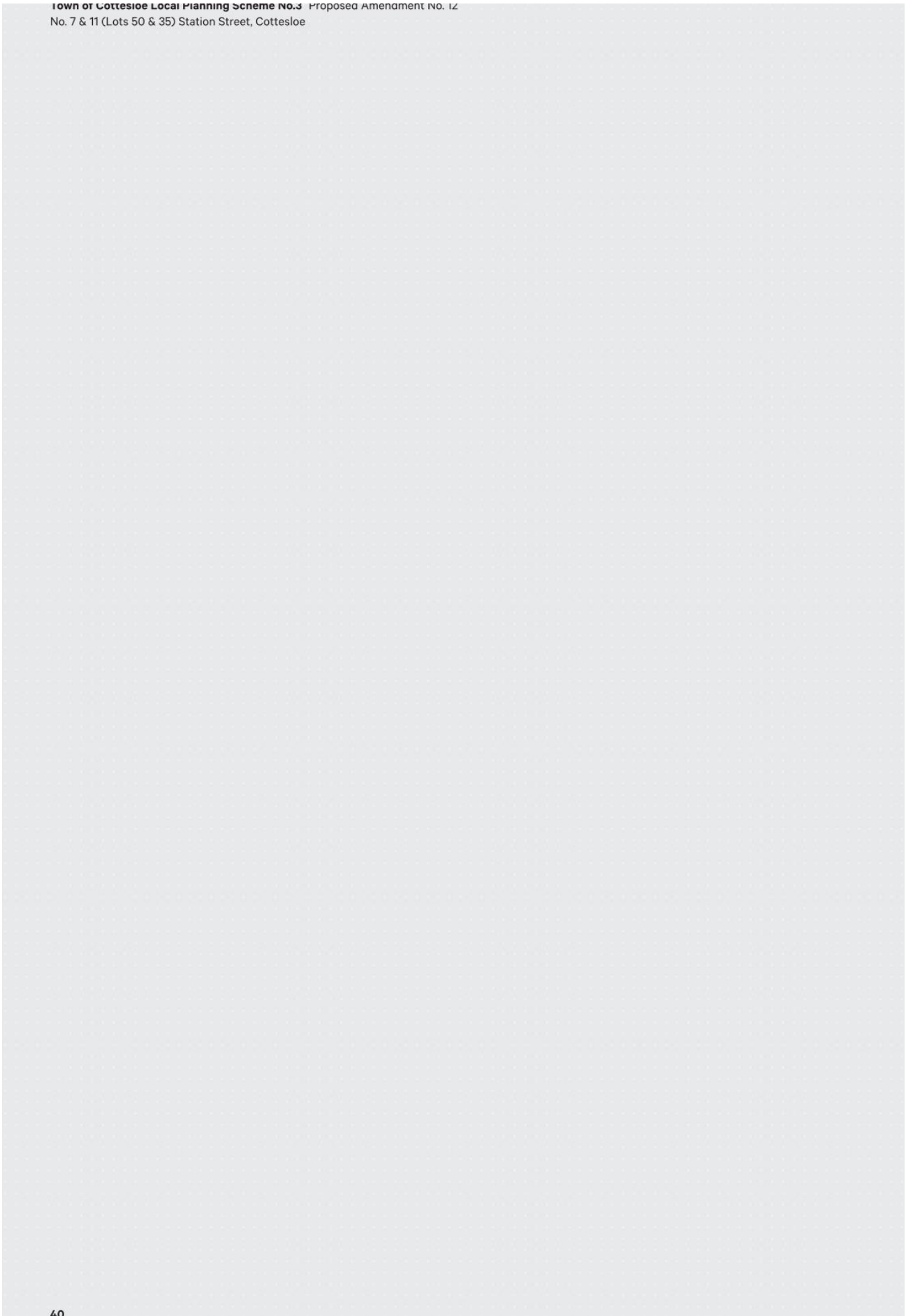
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## Appendix 2

Built form morning shadow analysis



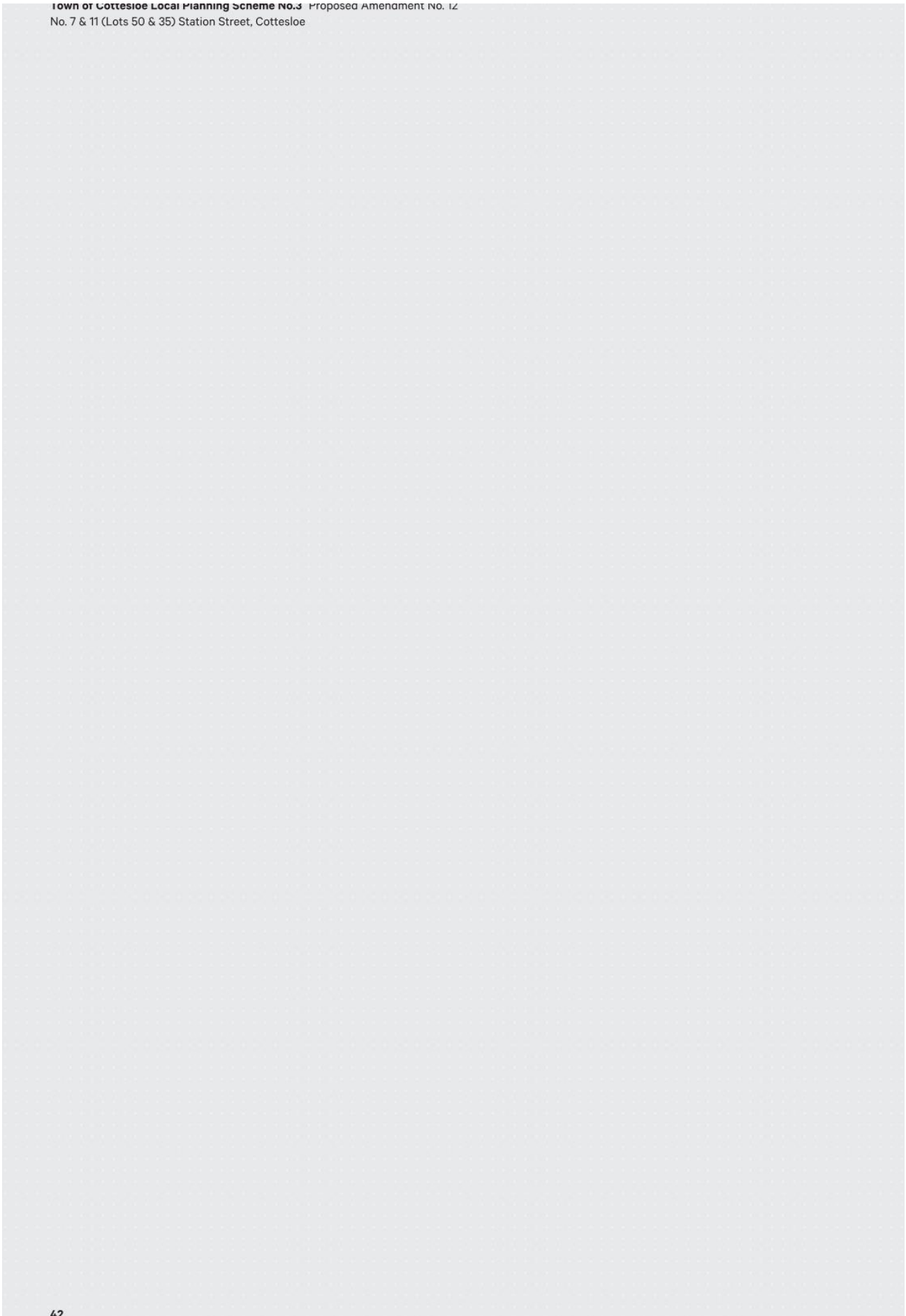
Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe



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Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

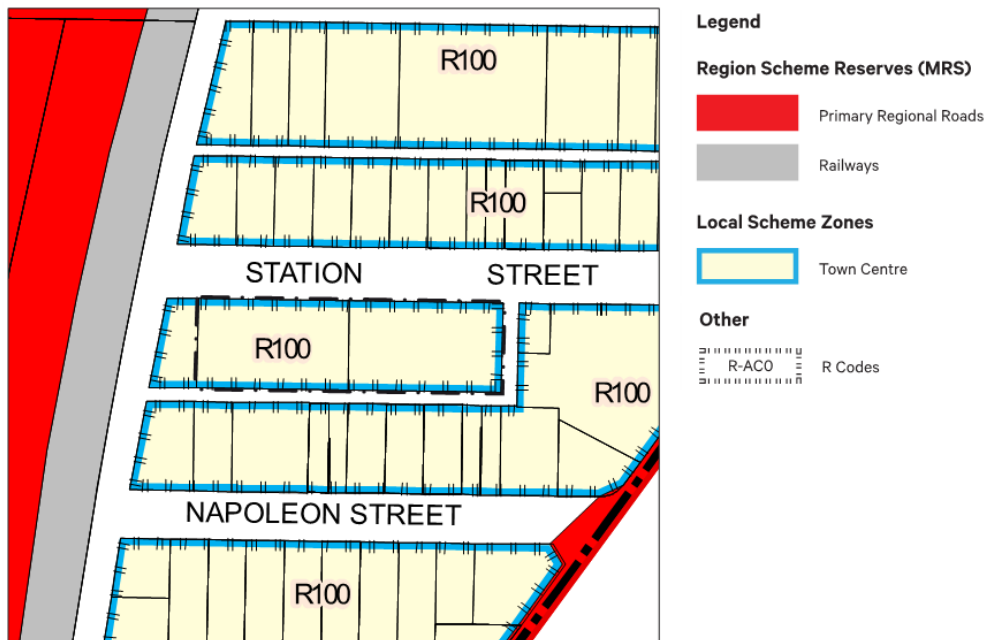


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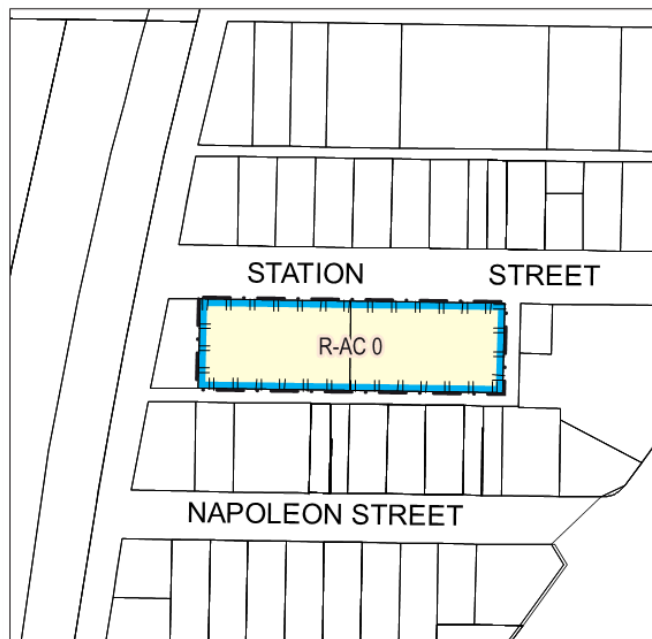
*Planning and Development Act 2005 (as amended)*  
**RESOLUTION TO AMEND LOCAL PLANNING SCHEME**  
 Town of Cottesloe Local Planning Scheme No. 3  
 Amendment No. 12

The Town of Cottesloe under and by virtue of the powers conferred upon it by the *Planning and Development Act 2005* hereby amends the above local planning scheme by:

1. Amending the Residential Density Code applicable to No. 7 and 11 (Lots 50 and 35) Station Street on Map 1 from 'R100' to 'R-ACO' in accordance with the updated map below.



Existing Zoning



Proposed Zoning

Town of Cottesloe Local Planning Scheme No.3 Proposed Amendment No. 12  
 No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

2. Amending 'Table 2 – Development Requirements' by adding a new clause c) under the 'Town Centre' zone that reads in accordance with the below table, and renumbering the existing clause c) to d) accordingly.

ZONE	MAXIMUM PLOT RATIO	MAXIMUM SITE COVER	MINIMUM BOUNDARY SETBACKS	MAXIMUM HEIGHT (Refer clause 5.7.)
TOWN CENTRE c) No. 7 and 11 (Lots 50 and 35) Station Street.	Not applicable.	Not applicable.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 – Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street.	In accordance with No. 4 in Schedule 12 – Special Provisions and Schedule 16 - Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street.

3. Amending 'Schedule 12 – Special Provisions' to include a new line item No. 4 that reads in accordance with the below table.

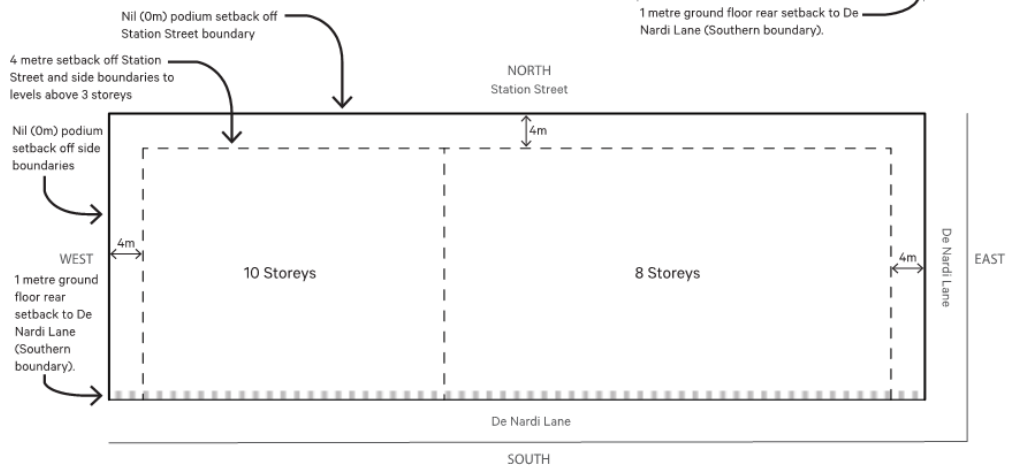
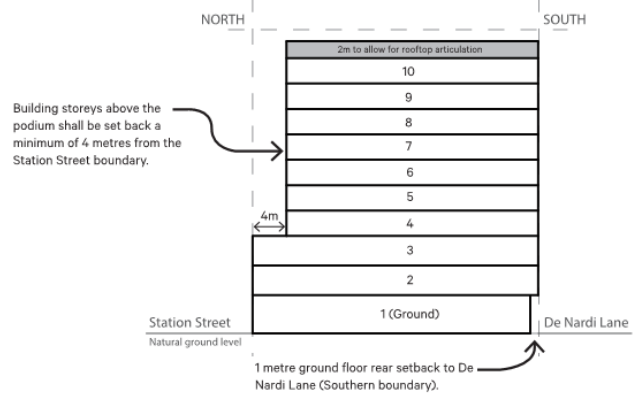
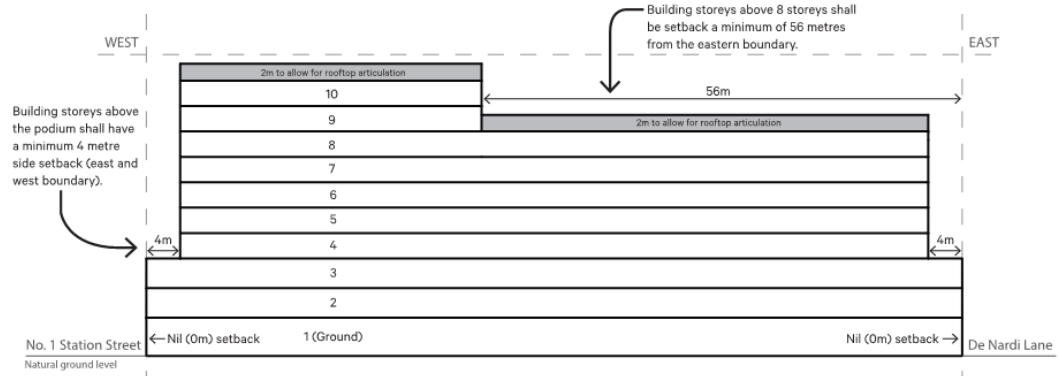
No.	Description of land	Land use	Special Provisions
4	No. 7 and 11 (Lots 50 and 35) Station Street.	Residential; office; shop and other purposes as permissible in the Town Centre zone.	<ol style="list-style-type: none"> <li>1. Development (including changes of use) applications shall generally comply with the Building Design Control Diagrams located in Schedule 16.</li> <li>2. State Planning Policy 7.3 Residential Design Codes Volume 2 – Apartments shall apply to the residential component of any redevelopment in accordance with the R-AC0 coding, except for Parts 2.2, 2.3, 2.4 and 2.5.</li> <li>3. No residential uses are permitted on the ground floor.</li> <li>4. A Local Development Plan shall be prepared for the relevant lots prior to redevelopment in accordance with Schedule 2, Part 6 of the Deemed Provisions.</li> </ol>

4. Introducing a new Schedule 16 titled 'Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street' that includes the following building control diagrams.

**Schedule 16 - Building Control Diagrams for No. 7 and 11 (Lots 50 and 35) Station Street**

The diagrams below define the maximum building envelope. Building height shall be determined as follows:

- Ground floor (1 storey) - minimum floor to ceiling height of 4.5 metres.
- Podium (3 storeys) - maximum building height of 11.5 metres
- Building height (8 storey portion) - maximum building height of 26.5 metres with an additional 2 metres for rooftop articulation and structures (28.5 metres).
- Building height (10 storey portion) - maximum building height of 32.5 metres with an additional 2 metres for rooftop articulation and structures (34.5 metres).



Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Chief Executive Officer

Town of Cottesloe Local Planning Scheme No. 3 Proposed Amendment No. 12  
No. 7 & 11 (Lots 50 & 35) Station Street, Cottesloe

**ADOPTION PAGE**

Town of Cottesloe Local Planning Scheme No. 3  
Amendment No. 12

**Adopted for Advertising**

Adopted for advertising of Amendment No. 12 to the Town of Cottesloe Local Planning Scheme No. 3, in accordance with the *Planning and Development Act 2005*, by resolution of the Council of the Town of Cottesloe at its Ordinary Meeting of the Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

-----  
Mayor

-----  
Chief Executive Officer

**Adopted for Final Approval**

Adopted for final approval by resolution of the Town of Cottesloe at its Ordinary Meeting of the Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; and the Common Seal of the Town of Cottesloe was here unto affixed by the authority of a resolution of the Council in the presence of:

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Mayor

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Chief Executive Officer



**Submitted for Final Approval**

----- date: -----  
Delegated under Section 16 of the  
*Planning and Development Act 2005*

**Final Approval Granted**

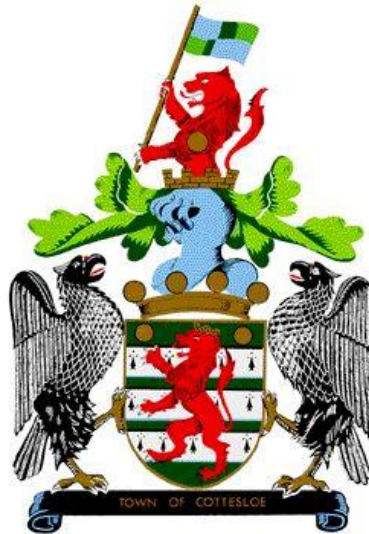
----- date: -----  
Minister for Planning

**element.**  
the art and science of place

Level 18, 191 St Georges Tce, Perth WA 6000  
T. (08) 9289 8300 – E. [hello@elementwa.com.au](mailto:hello@elementwa.com.au)  
[elementwa.com.au](http://elementwa.com.au)



# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

### ITEM 10.1.3C: SCHEME AMENDMENT 12 SCHEDULE OF SUBMISSIONS

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
<b>SERVICE AUTHORITIES</b>				
1	Department of Transport	GPO Box C102, Perth	Supports and has no further comments	Noted.
2	Public Transport Authority	PO Box 8125, Perth	Supports and has no further comments.	Noted.
3	Water Corporation	PO Box 100, Leederville	<p>Further information required.</p> <p>Based on density assumptions, the increased demand on water and wastewater services is within acceptable tolerances.</p> <p>However further development of this scale in the area will ultimately exceed the capacity of the sewer network and require upgrade. If the Town intends to allow further development, then consideration should be given to implementing a cost sharing arrangement among developers as the Water Corporation will not be providing any funding.</p> <p>Request the applicant to provide projected yields, water demand and wastewater flow so the Water Corporation can make a more accurate assessment of the network.</p>	<p>Noted.</p> <p>Applicant is to provide further information.</p>
4	Main Roads WA	PO Box 6202, East Perth	<p>Further information required.</p> <p>Unable to provide a recommendation until the following information is received and reviewed:</p> <ol style="list-style-type: none"> <li>1. A Transport Impact Assessment prepared in accordance with Transport Impact Assessment Guidelines (Aug 2016) and electronic SIDRA Intersection files in Version 9.</li> <li>2. A Transport Noise Assessment prepared in accordance with State Planning Policy 5.4 – Road and Rail Noise and the associated WAPC Guidelines.</li> </ol>	<p>Noted.</p> <p>Applicant is to provide further information.</p> <p>The amendment will allow for a development that will generate an increase in traffic and impact the road network.</p> <p>The site is located in proximity of a major road and rail corridor.</p>
5	ATCO Gas	Locked Bag 2,	Objection to the setback distance from the building line to De Nardi Lane.	Noted.

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
	Australia	Bibra Lake	<p>The existing ATCO medium pressure gas pipeline located in De Nardi Lane has been installed on a 0.9 – 1.0m alignment. Separation distance from pits, walls, footings, retaining walls, gantry, hoardings or other structures must be maintained at typically a minimum of 1.5m to gas infrastructure.</p> <p>If the building control diagrams are unable to be revised based on this information, ATCO requests that an Engineering Assessment be undertaken in consultation with ATCO prior to the finalisation of any designs.</p>	An increase to the De Nardi Lane setback is required or the applicant is to provide further information.
<b>OTHER SUBMISSIONS</b>				
6			<p><b>Support with modifications.</b></p> <p>The current proposed height limits of 8 and 10 storeys (with envelopes fixed through maximum heights in metres) represent a lost opportunity that is out of step with contemporary activity centre planning principles.</p> <p>Requests modifications to enable heights of 15 storeys or up to 18 storeys subject to architectural excellence as determined by the relevant Design Review Panel.</p> <p>Reasons:</p> <ul style="list-style-type: none"> <li>– Cottesloe Town Centre is an identified District Centre under the Perth and Peel @ 3.5 million and Perth and Peel Central Sub-Regional Framework documents and is an ideal location to increase dwellings to achieve housing targets. The redevelopment has the potential to act as a catalyst for the reinvigoration of the Town Centre.</li> <li>– The existing provisions of LPS 3 and Town and Local Centre Design Guidelines are out of step with contemporary activity centre planning principles.</li> <li>– The Town of Cottesloe Draft Precinct Plan identifies this site as a strategic site with a height limit of 10 storeys. However there is no sound reason why 10 storeys should be an absolute height limit for the site, noting its strategic location to the railway station.</li> </ul>	<p>Recommend submission be dismissed.</p> <p>The Town is in the process of preparing a Precinct Structure Plan for the Town Centre.</p> <p>Height limit of 15 to 18 storeys is not in accordance with the Town's current or envisaged future planning framework and is not supported.</p> <p>No overshadowing diagrams have been provided for 15 to 18 storeys but the additional height is likely to result in significant overshadowing of Napoleon Street.</p> <p>If the WAPC wishes to consider 15 to 18 storeys, the amendment should be re-advertised.</p>

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			<ul style="list-style-type: none"> <li>– The amendment was originally formulated in 2019. Since then, more contemporary planning frameworks have emerged with height controls measured in storeys only with discretion available for exemplary design and delivery of community benefits, e.g. Metronet’s East Bayswater Design Guidelines (2022) and Development WA’s Subi East – Subiaco Oval and Railway Precinct Design Guidelines (2021).</li> </ul>	
7			<p><b>Support with modifications.</b></p> <p>Future developments enabled by Amendment 12 will provide much needed revitalisation of the Town Centre. Current planning controls have historically deterred appropriate and significant investment in the Town Centre as redevelopment potential has been limited to 3 storeys.</p> <p>Request modifications to include No. 1 Station Street in Amendment 12.</p> <p>Reasons:</p> <ul style="list-style-type: none"> <li>– Would enable a cohesive built form outcome for that section of the street block (revised scheme text, maps and building control diagrams and overshadowing diagrams have been included in the submission).</li> <li>– Would provide the framework for the establishment of a landmark development site on the corner of Station Street and Railway Street, directly adjacent to the Cottesloe Train Station.</li> <li>– There is no obvious planning or urban design rationale to not extend the 10 storey height provision (Draft Precinct Plan for Cott Village) to the corner of Station Street and Railway Street where it can bookend future development close to the train station. To not allow this opportunity would result in an inconsistent built form outcome.</li> <li>– The Draft Precinct Plan for Cott Village identifies corner lots as being suitable for strategic redevelopment sites. In addition, one of the objectives of the Draft Precinct Plan is to encourage increased investment in the Town Centre.</li> </ul>	<p>Recommend submission be dismissed.</p> <p>The Town is in the process of preparing a Precinct Structure Plan for the Town Centre.</p> <p>If the WAPC (and applicant) wish to consider including No. 1 Station Street, the amendment should be re-advertised.</p>

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
8			<p>Support.</p> <ul style="list-style-type: none"> <li>- The Town has been slow to progress planning which will encourage new growth within its Town Centre. This has stifled growth within the Town Centre.</li> <li>- Cottesloe Activity Centre has the potential to bring together diverse mixed uses which would encourage economic activity within the centre, particularly with its ideal location close to public transport (TOD) and other amenities.</li> <li>- Better activation of streetscape and walkability could be achieved with the increased density and use of the land.</li> </ul>	<p>Noted.</p> <p>The Town is in the process of preparing a Precinct Structure Plan for the Town Centre.</p> <p>Street activation and walkability are key elements of SPP 7.2 Precinct Design.</p>
9			<p>Support.</p> <p>The site, and Cottesloe town centre more broadly, is in need of more density which will bring more people to work and live in the area to enhance activation and vibrancy.</p> <p>After normal business hours from 5pm the town centre is relatively dead and under activated, which should not be the case for a successful and thriving town centre.</p> <p>The additional height sought should be matched with an exemplar design outcome, both aesthetically and operationally, that meets and exceeds the industry standards for sustainability.</p> <p>The town centre is well located to public transport including notably the adjacent train station.</p> <p>From brief review of the shadowing diagrams there is limited impact from 10 storeys on the northern light to the existing north facing shops on Napoleon Street which is good to see.</p>	<p>Noted.</p> <p>Sustainability is a key element of SPP 7.2 Precinct Design.</p> <p>Additional height should be matched with broader community benefit.</p>
10			<p>Support.</p> <p>Supportive of high density development in the town centre to create a more vibrant destination for both locals, and those who visit Cottesloe via the train station close by, bike</p>	<p>Noted.</p> <p>Ground floor tenancies would be non residential.</p>

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			<p>paths or the like.</p> <p>This is an appropriate location for high density around the train station and close to amenities. Hopefully greater hospitality and retail offerings will be included at ground level.</p>	
11			<p><b>Conditional Support.</b></p> <p>Cottesloe shops is a village with a village atmosphere. It has great sunshine summer and winter. It would not be nice to have large buildings towering over and overshadowing the Main Street to the south. I have no problem with a development but make it the same height on the corner of Station St and Railway Street.</p>	<p>Noted.</p> <p>The scheme amendment proposes heights that exceeds the development on the corner of Station Street and Railway Street. The scheme amendment report indicates that there will be minimal overshadowing impact on Napoleon Street from the proposed building envelope.</p>
12			<p><b>Support.</b></p> <p>The area is tired and in need of upgrading and needs an injection of vitality. The improved access to the station which was planned years ago, may finally happen?</p>	<p>Noted.</p> <p>Improving accessibility to the train station is a key element of SPP 7.2 Precinct Design where the precinct is a Station Precinct.</p>
13			<p><b>Objection.</b></p> <ul style="list-style-type: none"> <li>– Building mass, scale and density that exceed adjacent R100 density needs to be awarded based on design merit and community benefit, which could include improvements to the pedestrian movement network.</li> <li>– Amendment No. 12 fails to identify or improve accessibility within and around the centre (key consideration for District Centres in SPP 4.2: Activity Centres for Perth and Peel).</li> </ul>	<p>Noted.</p> <p>The Town is in the process of preparing a Precinct Structure Plan for the Town Centre. Maintaining or improving pedestrian accessibility within and through the Town Centre will be a priority of the Precinct Structure Plan.</p>

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			<ul style="list-style-type: none"> <li>- Pedestrian flow along existing streets and established linkages has not been taken into consideration in Amendment No. 12, specifically the building control diagrams.</li> <li>- Amendment No. 12 does not contain any provisions which promote a precinct design that creates a place that is easy to navigate, with clear connections, good lines of sight to key locations and a logical, intuitive layout (as per SPP 7.0: Design of the Built Environment).</li> </ul>	Should the Minister for Planning support this amendment, provisions requiring pedestrian linkages (north-south) and/or public spaces should be incorporated and formalised.
14			<p><b>Objection.</b></p> <ul style="list-style-type: none"> <li>- The Shire supports the Town’s resolution made on 25 June 2019 to defer the rezoning request until such time as the strategic planning work currently being undertaken as part of the Cottesloe Village Precinct Structure Plan has been completed.</li> <li>- The Shire further supports the reasons stated in the Officer’s Report dated 28 June 2022.</li> <li>- The Shire does not support significantly increased residential density or building bulk until the impacts of the cumulative effect of such development can be holistically assessed in consultation with our respective communities, and a planning policy framework be implemented by the Town of Cottesloe to support such development.</li> </ul>	<p>Noted.</p> <p>The Town of Cottesloe and Shire of Peppermint Grove are jointly progressing the Precinct Structure Plan.</p>
15			<p><b>Objection.</b></p> <p>Our local shopping and eating out area is adversely impacted by:</p> <ul style="list-style-type: none"> <li>- A loss of ambience by the material increase in building height.</li> <li>- A loss of ambience to neighbouring Napoleon Street, by towering over from the north side and cutting out the skyline and north sun.</li> <li>- Removal of the current good parking and will make the whole area less accessible. In particular parking and loading cars.</li> </ul>	<p>Noted.</p> <p>Additional height should be matched with broader community benefit.</p> <p>The scheme amendment report indicates that there will be minimal overshadowing impact on Napoleon Street from the proposed building envelope.</p>

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			<ul style="list-style-type: none"> <li>- the added people (more building accommodation) will impact traffic. This area is already busy and will become impossible.</li> <li>- the current level crossing and surrounds are at capacity and this increase will lead to gridlock and diminish safety.</li> <li>- if accepted this change will lead to knock on with other adjacent lots applying for similar treatment. The suburban area will turn into a city scape.</li> </ul>	<p>Parking requirements are likely to be reviewed in the preparation of the Precinct Structure Plan.</p> <p>Main Roads WA has requested further information to assess traffic impact.</p> <p>There are a number of sites within the town centre with potential for redevelopment so approval of this amendment is likely to set a precedent.</p>
16			<p><b>Objection.</b></p> <p>I would prefer that building heights do not go as high as 10 storeys in Station Street. The area will start to look very built up and dense. We need more open spaces, green areas, trees and parkland, pedestrianised zones where people like to gather.</p>	<p>Noted.</p> <p>Additional height should be matched with broader community benefit such as maintaining and enhancing the amenity of the Cottesloe Town Centre through improved pedestrian connectivity, accessibility and public spaces.</p>
17			<p><b>Objection.</b></p> <p>Opposed to the change of zoning to allow 10 storeys in Station St.</p> <p>Napoleon St/Station St is the premier shopping and cafe area in Cottesloe. The village feel and amenity of the area will be utterly destroyed by overshadowing of towers and parking problems.</p> <p>10 storeys just reflects shocking planning and greed of developers, who are not community members, leaving an ugly legacy in their wake.</p>	<p>Noted.</p> <p>An important element in the preparation of Precinct Structure Plan will be how to manage growth in a way that maintains and enhances the village character of the Cottesloe Town Centre.</p>



## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			Noosa should be the preferred role model for development in Cottesloe - not Scarborough or Surfers Paradise.	
18			<b>Objection.</b> The proposed increased height is detrimental to Cottesloe, it is contrary to the look and feel of the area, and detracts from the aspect and enjoyment. The only benefit is to developers not to residents or visitors.	Noted.
19			<b>Objection.</b> I am against the proposed 10 storey development at Station Street. I am concerned that the whole of Napoleon Street will be in shadow throughout winter. I am also concerned that granting permission for the increase in height limit and change to the R zoning in the Station Street location will mean many similar developments will also get approval. The 'village' like ambience of Cottesloe is what draws people to the area, and what distinguishes it from nearby Claremont/Bay View Terrace. This will be lost if high rise building become the norm in this area.	Noted.  The scheme amendment report indicates that there will be minimal overshadowing impact on Napoleon Street from the proposed building envelope.  As there are a number of sites within the Cottesloe Town Centre with potential for redevelopment, it is highly likely that approval of this amendment will set a precedent.
20			<b>Objection.</b> The height limits in the Cottesloe Town Centre Planning Scheme should be strictly adhered to. Buildings higher than 3 or 4 storeys is not in keeping with the relaxed and historic feel of Cottesloe's Town Centre (10 storeys would absolutely monster the area). Winter shadowing onto Napoleon Street would be completely unacceptable, and it is the job of the Cottesloe Council to protect and enhance our town centre.	Noted.  The scheme amendment report indicates that there will be minimal overshadowing impact on Napoleon Street from the proposed building envelope.  Any consideration of additional height (eg. 15 to 18 storeys) would

## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
				require further overshadowing assessment.
21			<p><b>Objection.</b></p> <p>This area will lose its village atmosphere. It will become concrete walls and no beautiful trees.</p> <p>Too many people. I SAY No No No to this ever to happen.</p> <p>Stop money people wanting more &amp; more of this environment.</p>	Noted.
22			<p><b>Objection.</b></p> <p>The height is far too high.</p> <p>It has a negative effect to the whole Cottesloe Village.</p> <p>Our shopping centre and Cottesloe will be turned into cement city.</p> <p>Please re consider these plans as it impacts enormously on our centre.</p>	Noted.
23			<p><b>Objection.</b></p> <p>The truly last village atmosphere has been jealously guarded by a few of us.</p> <p>The Napoleon/ Station Street are has some very caring and kind people.</p> <p>Even though the small family coffee shops are going from Station Street, there are small family businesses that have been there for years, seeking out a living.</p> <p>ANY high rise will take away the local friendly village atmosphere forever.</p> <p>It has happened in Stirling Centre, Nedlands, which, now with years of vacancy, was a hub for older people to catch up from school days, some have never moved from Nedlands.</p> <p>I fervently plead to leave us some remaining 'Villages' so we can spend our sunset years as locals, not in a 'New York' style tinsel town?</p> <p>The much increased traffic around the concept will take away also the 'village concept' we have.</p>	<p>Noted.</p> <p>An important element in the preparation of Precinct Structure Plan will be how to manage growth in a way that maintains and enhances the village character of the Cottesloe Town Centre.</p>

Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			<p>There is a need for pedestrian and Acrod parking and some consideration for increased greenery and trees.</p>	
24			<p><b>Objection.</b></p> <p>Buildings in Cottesloe are designed in a neo-traditional architectural style and have become a recognised landmark of Perth.</p> <ul style="list-style-type: none"> <li>• The proposed building will negatively impact on my right to enjoy my home and its value.</li> <li>• The proposed building height would NOT appear sympathetic to the existing properties.</li> <li>• I strongly object to the height of the proposed new building. It will have a significant impact on the visual amenity currently enjoyed by residents and be detrimental to the general street view.</li> </ul> <p>The policy of the Town of Cottesloe should be to limit the construction of any enclosed and roofed structures to replacement only without significant expansion of the footprint, height or mass of the structure.</p> <ul style="list-style-type: none"> <li>• To Encourage the innovative reuse of existing structures while not permitting any further built structures for commercial use.</li> <li>• To ensure new developments are low rise at street frontage.</li> <li>• To require that new developments shall respond sympathetically to adjoining existing developments.</li> </ul> <p>The proposal should be REJECTED because I believe the new proposed building does NOT comply with the requirements above.</p> <p>i) The proposed structure extends well beyond the walls of the existing building footprint and comprises a further built structure.</p>	<p>Noted.</p> <p>The comments provided are generally about the built form which is an important consideration in assessment of the scheme amendment. The site is a key development site and SPP 7.2 Precinct Design includes requirements for setback controls and built form envelopes to ensure building placement, scale and massing is appropriate for the streetscape character.</p> <p>The proposed scheme amendment includes building control diagrams show one large block of building over a 3,232m2 site, with no plot ratio or site coverage restrictions. The resulting built form outcome will adversely impact on the existing character and amenity of the locality.</p>

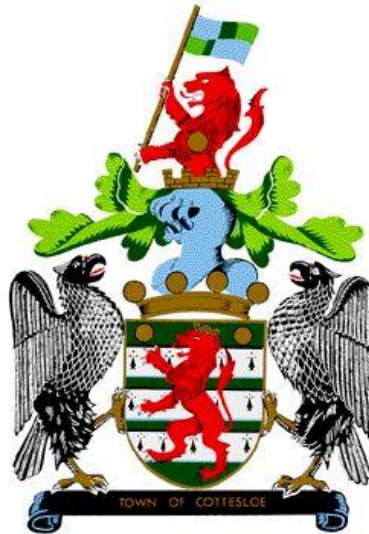
## Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)

No.	Name	Address	Summary of Submission	Comments
			<p>ii) The proposed building would have a detrimental impact on the visual amenity of nearby residential properties, and would not contribute to the desired streetscape along Napoleon St; and</p> <p>iii) The proposed building would be an undesirable addition contrary to the orderly and proper planning under the Metropolitan Region Scheme.</p> <p>iv) The proposed development will increase noise and anti-social behaviour with many more cars.</p> <p>v) It will have a massive impact on road infrastructure and parking in the area.</p> <p>vi) It will reduce the value of local property in the area.</p>	
25			<p><b>Objection.</b></p> <p>Do not agree to the high rise development at Station St and Jarrad St. It will spoil the village atmosphere and possibly cause shadowing over Napoleon St. Maybe 2 storeys is the limit.</p>	<p>Noted.</p> <p>Refer comments in submission 24 above.</p>
26			<p><b>Objection.</b></p> <p>I strongly disagree with increasing multi storey building heights above existing Council height restrictions.</p> <p>Increased population density, lack of parking, loss of public amenity will all have a big impact on the village precinct. Please don't destroy the amenity of the Town of Cottesloe for high rise and developer's greed.</p>	<p>Noted.</p> <p>Refer comments in submission 24 above.</p>
27			<p><b>Objection.</b></p> <p>This will be a major disruption to local businesses operating in this centre and surrounds. In addition to the noise and road closures that will affect our small village, Napoleon Street is also going to suffer from this development.</p>	<p>Noted.</p> <p>Refer comments in submission 24 above.</p>

*Attachment 3: Schedule of Submissions – Town of Cottesloe Local Planning Scheme No. 3 - Amendment 12 (No. 7 and 11 Station Street, Cottesloe)*

No.	Name	Address	Summary of Submission	Comments
			Perth is one of the windiest cities in the world, a high rise development is going to cause major issues for its residents, environment and the upkeep for the council is going to be tremendous.	
28			<p><b>Objection.</b></p> <p>This will be a major disruption to local businesses operating in this centre and surrounds. In addition to the noise and road closures that will affect our small village, Napoleon Street is also going to suffer from this development.</p> <p>Perth is one of the windiest cities in the world, a high rise development is going to cause major issues for its residents, environment and the upkeep for the council is going to be tremendous.</p>	<p>Noted.</p> <p>Refer comments in submission 24 above.</p>

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.3D:  
SCHEME AMENDMENT 12 COUNCIL REPORT 28  
JUNE 2022**

## ORDINARY COUNCIL MEETING MINUTES

28 JUNE 2022

## DEVELOPMENT AND REGULATORY SERVICES

## 10.1.4 MINISTERIAL DIRECTION - AMENDMENT NO. 12 TO LOCAL PLANNING SCHEME NO. 3 - NO. 7 AND 11 (LOTS 50 AND 35) STATION STREET, COTTESLOE

**Directorate:** Development and Regulatory Services  
**Author(s):** Sonya Hayes, Planning Officer  
**Authoriser(s):** Freya Ayliffe, Director Development and Regulatory Services  
Matthew Scott, Chief Executive Officer  
**File Reference:** D22/26328  
**Applicant(s):** Element Advisory Pty Ltd on behalf of landowners  
**Author Disclosure of Interest:** Nil

**SUMMARY**

On 4 May 2022, the Minister for Planning, pursuant to section 76 of the *Planning and Development Act 2005*, issued an order to the Town of Cottesloe to initiate Scheme Amendment No. 12 to Local Planning Scheme No. 3 (LPS3) - No.7 & 11 (Lots 50 & 35) Station Street, which seeks an increase in building height of up to ten (10) storeys (35 metres), and changes to setbacks, plot ratio controls and other land use, access and built form considerations within the Cottesloe Activity Centre.

The Town is directed to comply with this order within 60 days of the date of the order (signed 4 May 2022). The Minister's reason for the decision is that proposed Amendment No. 12 is in keeping with the principle of supporting higher residential densities in and around activity centres consistent with *Perth and Peel @ 3.5 Million* and *State Planning Policy 4.2 Activity Centres for Perth and Peel* and, as such, it is appropriate that the proposal be initiated to allow for the amendment to be advertised for public comment and further detailed assessment to be undertaken through the scheme amendment process.

**OFFICER RECOMMENDATION IN BRIEF**

That Council notes and complies with the Minister for Planning's order by initiating and progressing the scheme amendment in accordance with the processes set out in Part 5 of the *Planning and Development Act 2005* and the *Planning and Development (Local Planning Schemes) Regulations 2015*.

**BACKGROUND**

In April 2019, the Town received a request to amend the scheme from planning consultant 'Element' on behalf of the landowner of No.7 and 11 (Lots 50 and 35) Station Street, Cottesloe. The scheme amendment sought to amend the Residential Design Code (R-Code) applicable to the site from R100 to RAC-0 and amend Table 2 – Development requirements.

On 25 June 2019, Council resolved to defer consideration of the amendment until such time as an Integrated Local Area Plan (now Cottesloe Village Precinct Structure Plan) for the Cottesloe Activity Centre had been suitably progressed. The Cottesloe Village Precinct Structure Plan has not progressed as quickly as anticipated and in May 2021, Element submitted revised scheme amendment documents and requested that Council initiate and

## ORDINARY COUNCIL MEETING MINUTES

28 JUNE 2022

advertise the scheme amendment. On 27 July 2021, Council resolved not to initiate the scheme amendment for the following reasons:

- The Scheme Amendment is inconsistent with the Town of Cottesloe endorsed Local Planning Strategy 2008 as it would result in a form of development within the Cottesloe Town Centre that conflicts with the aims of the Strategy for the Centre to be a functional and vibrant “main-street” type district commercial centre with a traditional village-style amenity.
- The Town is currently reviewing its Local Planning Strategy as part of the review of LPS3 and has prepared and is progressing a Draft Precinct Plan for the Cottesloe Village Centre to provide a strategic framework to guide the comprehensive and coordinated redevelopment of the Centre and to properly consider any proposed amendments to LPS3 in line with the Precinct Plan. In the absence of the Precinct Plan, the proposed Scheme Amendment, if supported, is likely to set a precedent for other sites within the Precinct to be redeveloped which would undermine the purpose and function of the Precinct Plan and adversely impact on the Local Planning Strategy and LPS3 reviews.
- The Town of Cottesloe and the Shire of Peppermint Grove have jointly prepared a Draft Precinct Plan consistent with State Planning Policy 4.2 - Activity Centres (SPP 4.2) and State Planning Policy 7.2 - Precinct Design (SPP 7.2) to guide the comprehensive and coordinated redevelopment of the Cottesloe Activity Centre and delivery of land use planning and design outcomes in accordance these policies. There are insufficient grounds to support the proposed Scheme Amendment ahead of the progression of the Precinct Plan to a final approval stage as this would result in development of the Cottesloe Activity Centre in a poorly integrated, incohesive and inaccessible manner in conflict with SPP 4.2 and SPP 7.2.

A copy of the 27 July 2021 Council report is included as an attachment to this report.

On 17 September 2021, Element submitted a representation made pursuant to section 76 of the *Planning and Development Act 2005* to the Minister for Planning. The representation requested the Minister to order the Town to initiate the amendment on the basis that the Town had failed to amend its Planning Scheme so as to enable the provision of contemporary residential infill development in an appropriate location, opposite the Cottesloe Train Station, consistent with current WAPC policy.

On 10 May 2022, the Town received a letter by email from the Minister for Planning attached to an order (signed on 4 May 2022) requiring the Town to initiate the amendment as considered by Council on 27 July 2021. The direction does not represent formal support for the amendment but it is the Minister’s view that the amendment is worthy of further consideration via the scheme amendment process. A copy of the order is attached to this report.

The Town has progressed the amendment and referred the relevant documentation to the Environmental Protection Authority for consideration under section 48A of the *Environmental Protection Act 1986*. Following a Council resolution on the Ministerial order the documentation is to be forwarded to the Western Australian Planning Commission for consideration.



## ORDINARY COUNCIL MEETING MINUTES

28 JUNE 2022

OFFICER COMMENTSite

No.7 and 11 Station Street (the site) comprises a total area of 3,232m<sup>2</sup> and is occupied by two 'U' shaped ground level commercial/retail buildings with at-grade car parking. De Nardi Lane abuts the south and east side of the site and Cottesloe Train Station is in close proximity to the west of the site.

Current requirements

The site is zoned 'Town Centre' with a Residential Design Code (R-Code) of 'R100' under Local Planning Scheme No. 3 (LPS3). Development requirements are contained in Table 2 of LPS 3 and allow a plot ratio of 1:15:1, 100% site coverage and 2 storeys, or 3 storeys (11.5 metres) subject to no undue adverse impact on amenity and to design guidelines.

Scheme amendment

The scheme amendment seeks to amend the R-Code applicable to the site from 'R100' to 'RAC-0' and Table 2 of LPS3 by inserting new development requirements for the site. The amendment provides Building Control diagrams showing a building height up to ten storeys (32.5 metres) with an additional two metres (up to 34.5 metres) for rooftop articulation and structures. Setback requirements are also included. Residential development is to be assessed against the Residential Design Codes of WA Volume 2 – Apartments and is not permitted on the ground floor. The amendment requires a Local Development Plan to be prepared for the lots prior to redevelopment. A copy of the scheme amendment and the accompanying report are included as attachments to this report.

Authority/Discretion

Division 2 of the *Planning and Development Act 2005* sets out the Minister's powers in relation to local planning schemes. Section 76 of this division states:

- (1) *If the Minister is satisfied on any representation that a local government —*
- (a) *has failed to take the requisite steps for having a satisfactory local planning scheme or an amendment to a local planning scheme prepared and approved in a case where a local planning scheme or an amendment to a local planning scheme ought to be made; or*

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**ORDINARY COUNCIL MEETING MINUTES****28 JUNE 2022**

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(b) *has failed to adopt a local planning scheme or an amendment to a local planning scheme proposed by owners of any land, in a case where a local planning scheme or an amendment to a local planning scheme ought to be adopted; or*

(c) *has refused to consent to any modifications or conditions imposed by the Minister,*

*the Minister may order the local government, within such time as is specified in the order, to prepare and submit for the approval of the Minister a local planning scheme, or an amendment to a local planning scheme or to adopt a local planning scheme, or an amendment to a local planning scheme or to consent to the modifications or conditions imposed.*

(2) *If the representation under subsection (1) is that a local government has failed to adopt a local planning scheme or an amendment to a local planning scheme, the Minister, in lieu of making an order to adopt the scheme or amendment, may approve of the proposed scheme or amendment subject to such modifications and conditions, if any, as the Minister thinks fit.*

(3) *A local planning scheme or an amendment approved under subsection (2) has effect as if it had been adopted by the local government and approved by the Minister under this Part.*

Options and Implications

Council may resolve not to initiate the amendment in contravention of the Minister's order. The Minister would likely act pursuant to section 76(2) of the *Planning and Development Act 2005* to progress the amendment.

It is recommended that Council comply with the order and initiate the proposed amendment for the purposes of inviting submissions. Council will have the opportunity of considering any such submissions and subsequently will be required to resolve whether to adopt the amendment as advertised, adopt the amendment subject to modifications, or not adopt the amendment for reasons it must set out. The Minister will determine the final outcome of the proposed amendment.

Conclusion

Council, at its meeting held on 27 July 2021, resolved not to initiate the proposed amendment to LPS 3 to amend the R-Code applicable to the site from 'R100' to 'RAC-0' and Table 2 of LPS 3 by inserting new development requirements for the site.

Following the applicant making a representation to the Minister for Planning, on 4 May 2022 the Minister ordered the Town to initiate this amendment.

It is recommended that Council resolve to comply with this order.

ATTACHMENTS

- 10.1.4(a) 27 July 2021 minutes [under separate cover]
- 10.1.4(b) Section 76 order [under separate cover]
- 10.1.4(c) Scheme Amendment 12 [under separate cover]
- 10.1.4(d) Scheme Amendment 12 Report [under separate cover]

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**ORDINARY COUNCIL MEETING MINUTES****28 JUNE 2022**

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**CONSULTATION**

The scheme amendment will be advertised in accordance with the requirements of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

**STATUTORY IMPLICATIONS**

*Local Government Act 1995*

*Planning and Development Act 2005*

*Planning and Development (Local Planning Schemes) Regulations 2015*

Town of Cottesloe Local Planning Scheme No. 3

State Planning Policy 7.3 Residential Design Codes Volume 2 - Apartments

**POLICY IMPLICATIONS**

Refusal to initiate the proposed scheme amendment may lead to:

- The Minister progressing the amendment in accordance with section 76(2) of the *Planning and Development Act 2005*.
- Development approval granted to development through a separate development process (i.e. JDAP or SDAU) that does not satisfy the development and design principles advocated by the draft Precinct Plan.

**STRATEGIC IMPLICATIONS**

This report is consistent with the Town's *Strategic Community Plan 2013 – 2023*.

Priority Area 4: Managing Development

Major Strategy 6.4: Enhance the Town's ability to embrace and manage change.

**RESOURCE IMPLICATIONS**

Resource requirements are in accordance with the existing budgetary allocation.

The applicant will be invoiced for the time spent by the Town's officers on this amendment and all advertising costs associated with this amendment.

**ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS**

There are no perceived sustainability implications arising from the officer's recommendation.

**VOTING REQUIREMENT**

Simple Majority

## ORDINARY COUNCIL MEETING MINUTES

28 JUNE 2022

OCM077/2022

OFFICER RECOMMENDATION AND COUNCIL RESOLUTION

Moved Cr MacFarlane

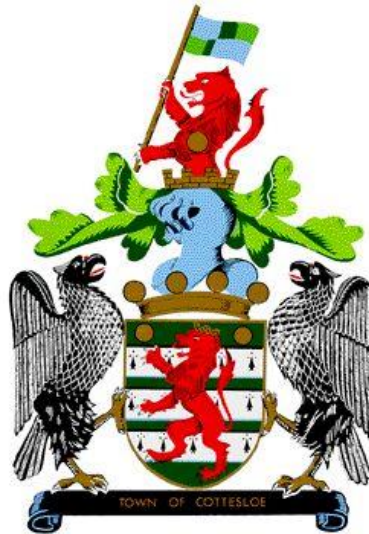
Seconded Cr Masarei

THAT Council:

1. **NOTES** the Order to the Town of Cottesloe made by the Minister for Planning, pursuant to section 76(1) of the *Planning and Development Act 2005*, on 4 May 2022 to initiate Amendment No. 12 to the Town of Cottesloe Local Planning Scheme No. 3 - No. 7 and 11 (Lot 50 and Lot 35) Station Street, Cottesloe.
2. **COMPLIES** with that Order by initiating proposed Amendment No. 12 to the Town of Cottesloe Local Planning Scheme No. 3 - No. 7 and 11 (Lot 50 and Lot 35) Station Street, Cottesloe to insert the changes set out in Attachment 3 to this report.
3. **PROGRESSES** Amendment No. 12 as set out in Attachment 3 to this report in accordance with Part 5 of the *Planning and Development Act 2005* and the *Planning and Development (Local Planning Schemes) Regulations 2015*.

Carried by En Bloc Resolution 8/0

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.4A:  
ATTACHMENT A - 53 JOHN STREET - SURVEY  
PLAN**

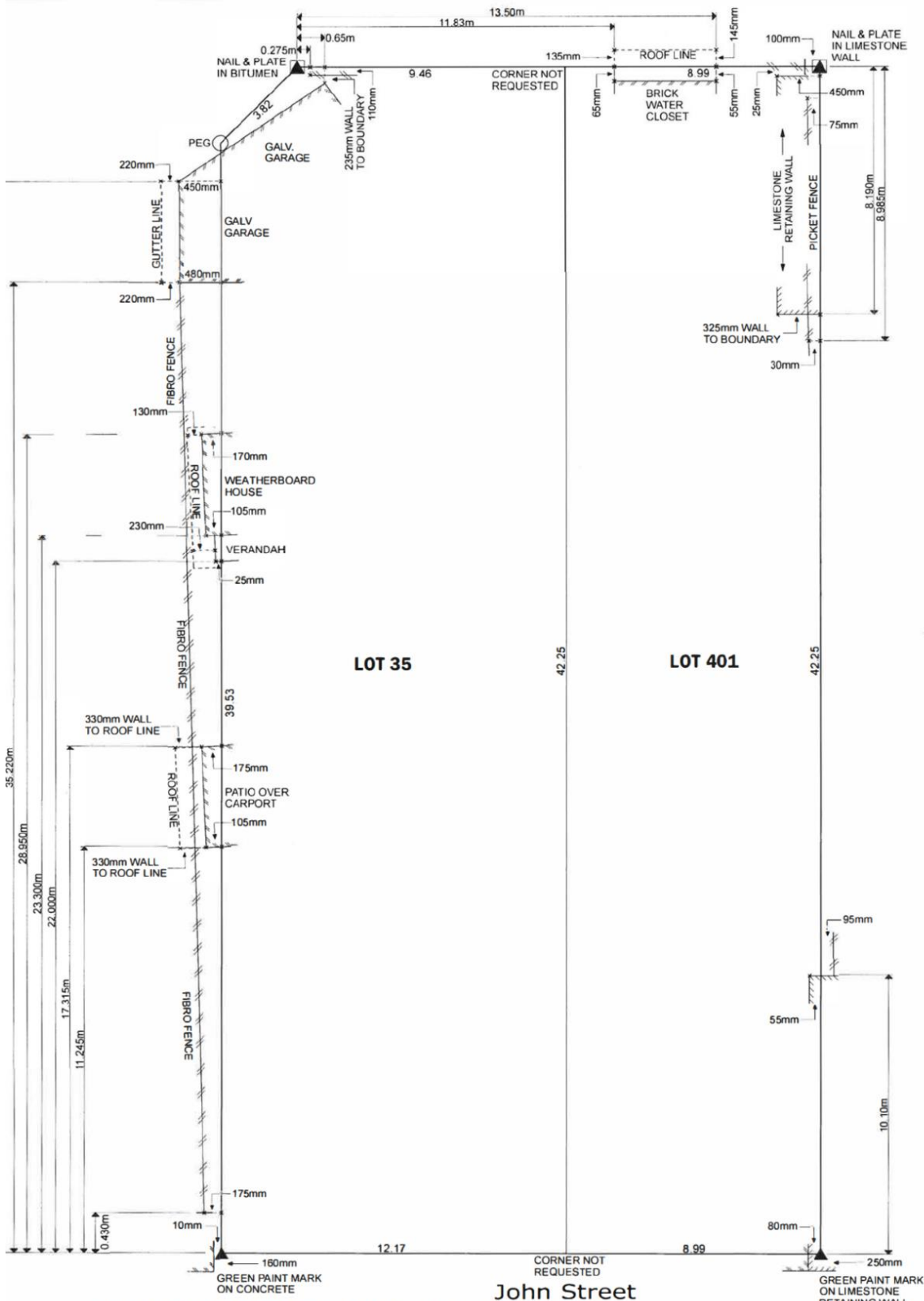
**COTTAGE SURVEYS**

PO Box 1611  
Osborne Park  
Business Centre WA 6917  
P: (08) 9446 7361  
E: perh@cottage.com.au  
W: www.cottage.com.au

**BUILDER:**  
**LOT:** Lots 35, 401 (DP 339, 302205)  
**STREET:** #53 John Street  
**SUBURB:** Cottesloe

522599	O/N:	DATE: 18/08/22	DRAWN: J.G.	CHECKED: <i>DS</i>
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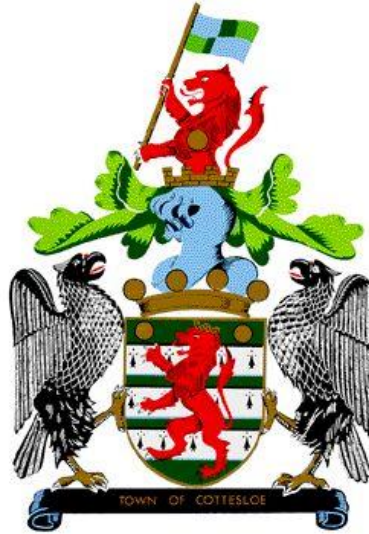
ID: CONCRETE RETAINING / WALL    LIMESTONE RETAINING / WALL    BRICK RETAINING / WALL    FENCE



**REGULATION 25A RESURVEY CERTIFICATE**

I, JAMES BURNSIDE, LICENSED SURVEYOR, CERTIFY THAT ON THE 18th DAY OF AUGUST, 2022 I ESTABLISHED THE BOUNDARIES OF LOTS ON DEPOSITED PLAN 339, 302205 SHOWN ON THE

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.4B:  
ATTACHMENT B - CONFIRMATION OF LAND  
OWNER ACQUISITION REQUEST - 53 JOHN  
STREET - REDACTED**

**Rachel Cranny**

---

**From:** Shaun Kan  
**Sent:** Wednesday, 9 November 2022 2:09 PM  
**To:** 'Nicholas Agapitos'  
**Cc:** Rachel Cranny  
**Subject:** RE: 53 John St - Boundary Surveys - Survey R522599 - Clarification

Thanks for confirming Nick.

Many Thanks

Best Regards

Shaun

---

**From:** [REDACTED]  
**Sent:** Monday, 7 November 2022 3:38 PM  
**To:** Shaun Kan [REDACTED]  
**Cc:** Rachel Cranny [REDACTED]  
**Subject:** RE: 53 John St - Boundary Surveys - Survey R522599 - Clarification

Dear Shaun

I have made contact with the Cottage Surveyor who undertook the survey

The eastern boundary without the truncation is 38.78sqm with the maximum encroachment comprising of Fence line 480mm and guttering 220mm – providing for a maximum total encroachment width of 700mm, tapering down thereon

Confirmation, from Cottage suggest the total area is approximately 17.1square metres

I trust this provides further clarification

Regards

[REDACTED] Nicholas Agapitos [REDACTED]  
[REDACTED]

real estate \_ infrastructure \_ private equity

---

**From:** Shaun Kan [REDACTED]  
**Sent:** Monday, 7 November 2022 3:10 PM  
**To:** Nicholas Agapitos [REDACTED]  
**Cc:** Rachel Cranny [REDACTED] >  
**Subject:** RE: 53 John St - Boundary Surveys - Survey R522599 - Clarification



Dear Nick

Our calculations show that this is in the order of 13m2. Our suggestion is to ask the surveyor that did this plan to provide the information and for this to be relayed onto us. Council may or may not ask whether this has been confirmed with the applicant and if they do ask, the Administration is able to provide a response to avoid the risk of the matter being deferred.

Thanks Nick.

Many Thanks

Best Regards

Shaun

**Shaun Kan**

Director Engineering Services



**Town of Cottesloe**

PO Box 606 | Cottesloe WA 6911

Phone: (08) 9285 5000

Email [REDACTED]

Web: [www.cottesloe.wa.gov.au](http://www.cottesloe.wa.gov.au)



Find us on 

*Town of Cottesloe acknowledges the Whadjuk Nyoongar people as the traditional custodians of the lands and waters where the Town*



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**From:** Nicholas Agapitos [REDACTED]

**Sent:** Monday, 7 November 2022 3:00 PM

**To:** Shaun Kan [REDACTED]

**Cc:** Rachel Cranny [REDACTED]

**Subject:** Re: 53 John St - Boundary Surveys - Survey R522599 - Clarification

Dear Shaun

The proposed area is to be in line with the current fence line

As I'm not a qualified surveyor, my unqualified opinion is that the area is approximately 30 square meters

If this does not appear to be in keeping with the TOCs views based on the survey please advise

Regards

**Nicholas Agapitos**



On 7 Nov 2022, at 2:42 pm, Shaun Kan [redacted] wrote:

Dear Nick

Thank you for the response. My apologies, I just noticed an error in my first query and I was after the encroachment area which is not indicated. The widths have been dimensioned on the survey plan.

Would it be possible to provide a more specific area. Whilst the Town can estimate this using dimensions, such information coming from yourself being the applicant carries more merit.

Information provided in point 2 is noted.

Thanks Nick and my apologies for the oversight.

Many Thanks

Best Regards

Shaun

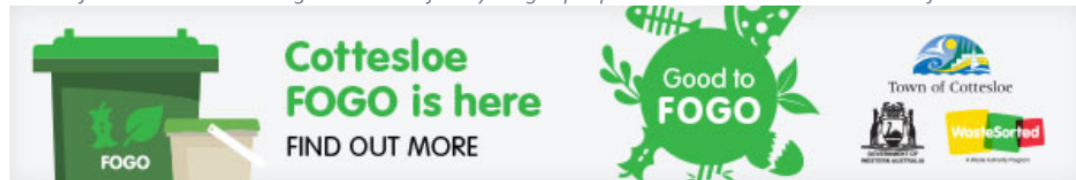
**Shaun Kan**  
Director Engineering Services

  
**Town of Cottesloe**  
PO Box 606 | Cottesloe WA 6911  
Phone: (08) 9285 5000  
Email: [redacted]  
Web: [www.cottesloe.wa.gov.au](http://www.cottesloe.wa.gov.au)



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*Town of Cottesloe acknowledges the Whadjuk Nyoongar people as the traditional custodians of the lands and waters where*



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Please consider the environment before printing this email

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From: Nicholas Agapitos [REDACTED]  
Sent: Monday, 7 November 2022 2:20 PM  
To: Shaun Kan [REDACTED]  
Cc: Rachel Cranny [REDACTED]  
Subject: RE: 53 John St - Boundary Surveys - Survey R522599 - Clarification

Dear Shaun

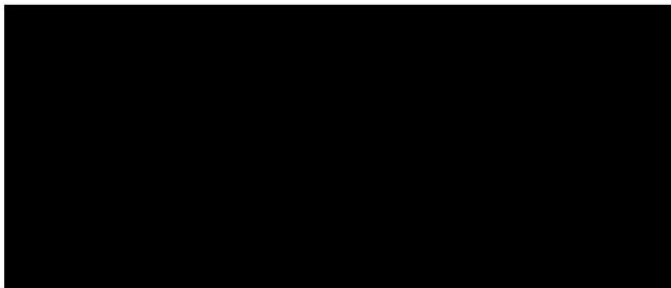
Thank you for your email

Response below

1. Width will be aligned with the existing fence as per the plan provided – the proposed width is less than 1 metre and fluctuates over the length of the lot. Would anticipate the width to be approximately 900mm being less than a metre. One would assume the aggregate land area is less than 50sqm which occupies the existing fence line, brick pillars, concrete stairs and retaining walls as well as a single car garage
2. Landgate aerial imagery confirm that the encroachment was erected prior to 1952, there was assumed the construction of said improvements had been approved by the appropriate authorities resulting in the “doctrine of lost modern grant” however, records in the council possession have not been able to be obtained. We purchased the dwelling in early 2022 and wish to erect a secure perimeter fence however, due to the potential encroachment the “Town of Cottesloe” is unable to grant approval for any / all proposed upgrades to the dwelling. This poses considerable risk to the wellbeing of my young family as since obtaining possession of the dwelling, the West Australian Police and Council Rangers have attended site in excess of a dozen times with matter relating to homeless trespassers looking for shelter. The safety and security of my family dwelling is paramount, and I wish to seek an amicable resolution from TOC which will provide me with the scope to undertake the appropriate works to ensure the house is safe from potential predators. I trust this response is reasonable given the capital outlay I have committed to

I trust the above is satisfactory

Regards



real estate \_ infrastructure \_ private equity

---

From: Shaun Kan [REDACTED]  
Sent: Monday, 7 November 2022 1:18 PM  
To: Nicholas Agapitos [REDACTED]  
Cc: Rachel Cranny [REDACTED]  
Subject: 53 John St - Boundary Surveys - Survey R522599 - Clarification

Dear Nick

As per our recent conversation, the Town is in the process of finalising a report to Council.

Are you able to please confirm the following:

1. total of the Crown Land width that forms part of the acquisition request. This information does not appear to be reflected on the survey plan.
2. The purpose of this acquisition

If you could please let us know by responding to this email at your earliest convenience and if possible before the close of business Tuesday 7 November 2022 for us to finalise this report and a recommendation to Council.

Thanks Nick.

Many Thanks

Best Regards

Shaun

**Shaun Kan**

Director Engineering Services



**Town of Cottesloe**

PO Box 606 | Cottesloe WA 6911

Phone: (08) 9285 5000

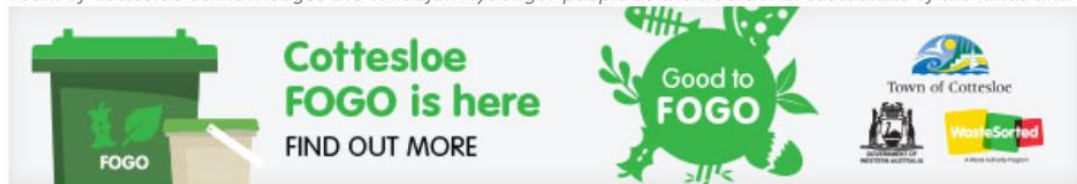
Email: [REDACTED]

Web: [www.cottesloe.wa.gov.au](http://www.cottesloe.wa.gov.au)



Find us on 

*Town of Cottesloe acknowledges the Whadjuk Nyoongar people as the traditional custodians of the lands and waters where*



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[Please consider the environment before printing this email](#)

**From:** Nicholas Agapitos [REDACTED]

**Sent:** Thursday, 29 September 2022 10:22 AM

**To:** Town Of Cottesloe <[Town@cottesloe.wa.gov.au](mailto:Town@cottesloe.wa.gov.au)>

**Subject:** FW: Survey #R522599 ( (multiple Lots) #53 John St, Cottesloe ) - Job Type: Boundary Surveys (B5r Re-Peg + Loc )

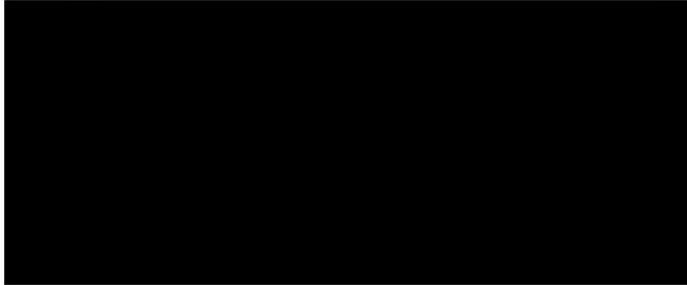
**Importance:** High

Att Shaun Kan

I have been advised that David Lappin no longer works with the TOC, as the matter of the above has been ongoing for in excess of 4 months, notification of his departure would have been appreciated.

Attached is the survey requested by council, please advise of the next steps in order to conclude

Regards



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---

**From:** Nicholas Agapitos  
**Sent:** Thursday, 29 September 2022 10:14 AM  
**To:** David Lappin [REDACTED]  
**Subject:** Survey #R522599 ( (multiple Lots) #53 John St, Cottesloe ) - Job Type: Boundary Surveys (B5r Re-Peg + Loc )  
**Importance:** High

David

Trust you are well

Please find attached herewith, recent survey

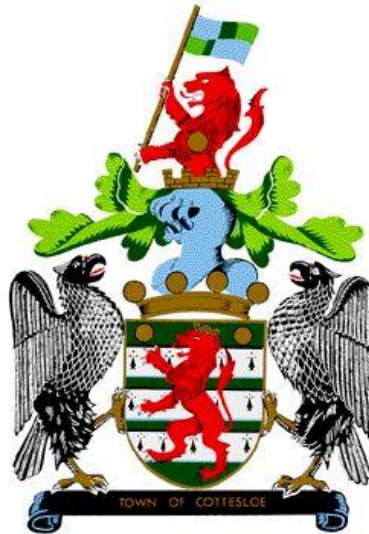
Please advise of the following steps in order to resolve the matter

Kind regards



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# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.5A:  
CROSSOVER MANAGEMENT POLICY - REVIEWED  
NOVEMBER 2022**

# Council Policy



<b>Council Policy</b>	Crossover Management Policy - <b>DRAFT</b>		
<b>Reference</b>	<i>Strategic Community Plan 2013-2023</i>	<i>Corporate Business Plan 2020 - 2024</i>	
	Priority Area:	Priority Area:	
	Major Strategy:	Actions:	
<b>Responsible Officer</b>	Shaun Kan		
<b>Policy Area</b>	Engineering Services		
<b>Council Adoption Date</b>	22 November 2022	<b>Version Number</b>	3
<b>Amendment Dates</b>	May 2004	<b>Next Review Date</b>	
	25 February 2013		

This Policy replaces all previous policies related to this topic.

## 1. Policy Purpose

- 1.1 The Town of Cottesloe recognises crossover functions, their design implications on streetscape, footpath interface safety and compliance with the Town of Cottesloe's Statutory Requirements.
- 1.2 The following objectives ensures a balance approach towards achieving all three strategic outcomes:
  - Establish application requirements for constructing new and existing crossover upgrades including the payment of relevant fees and charges within the Town's adopted annual budget;
  - Set dimensional requirements for new and existing crossover upgrades including the removal of redundant accesses to ensure streetscape preservation; and
  - Define maintenance responsibilities of all crossovers.

## 2. Policy Scope

The Town of Cottesloe has the responsibility of approving the design and construction of crossovers by virtue that such road infrastructure is within the road verge land vested in Council. A streamlined approval process based on standardised designs ensures streetscape

preservation and safety by prioritising footpath traffic over vehicles at the crossover interface. Application associated charges are consistent with the fee for service principles considering demand is property specific.

### 3. Issues

- There is no formal Council position for managing the construction of new and upgrades to existing crossovers that creates the risk of streetscape deterioration and safety impacts;
- There is no mechanism to ask for property owners to remove redundant crossovers outside sub-division approvals where such matters are conditions in this process; and
- Maintenance responsibility is unclear as this sits within the same realm as a road which is maintained by the Town;

### 4. Policy Requirements

The Town of Cottesloe has the responsibility of ensuring that new crossovers and the upgrade to existing are rationalised so that they do not impact streetscape amenity and traffic safety at boundary interfaces. The implementation of an assessment process ensures that that the two key and associated objectives are achieved.

Elected Members, employees, residents, ratepayers, consultants, contractors, developers, visitors to the district and event organisers are all required to comply with the policy.

#### 4.1 Intent

Crossovers provide vehicular access to properties. The intent of this policy is to provide:

- Consistency when assessing works request for new and existing crossovers;
- Design standards for all crossovers;
- Treatment of redundant crossovers;
- Quality assurance for completed crossover works; and
- Maintenance responsibilities

#### 4.2 Crossover Application

A Town of Cottesloe crossover application form <https://www.cottesloe.wa.gov.au/business-development/engineering/crossovers.aspx> must be submitted for all new and upgrades to existing crossovers to the Manager of Parks and Operations (MPO) or their delegate for determination.

Applications for associated with property redevelopment must include the Planning Approval Letter and the endorsed design of the proposed crossover. The infrastructure bond paid at the time of building approval shall cover any damages within the verge caused by the crossover construction. There are instances where a bond is required to clear a sub-division condition relating to crossovers and this must be paid before an application can be considered.

All other applications not associated with a property redevelopment must include a diagram showing the proposed dimension, alignment and material.



Crossover application fees and charges stipulated within the Town's annual adopted budget (<https://www.cottesloe.wa.gov.au/council/documents/budget-documents.aspx>) must be paid.

All approved crossover works requires a workzone permit (<https://www.cottesloe.wa.gov.au/business-development/building/application-forms-and-permits.aspx>) including the payment of this separate annual budget stipulated application fee.

All required fees, charges and bonds must be paid before any crossover approvals are provided together with a workzone permit. For crossovers relating to property redevelopments, the existing workzone permit for the building works will be considered if one has been issued.

Crossovers are only for approved vehicular access to properties such as, but not limited to, carports, garages and underground parking. The decision will be at the discretion of MPO. Crossovers shall not be approved for the purpose of verge parking.

#### 4.3 Design and Construction Specifications

All crossover applications must comply with the Town of Cottesloe's design and construction specifications (<https://www.cottesloe.wa.gov.au/business-development/engineering/crossovers.aspx>) and any other relevant standards.

The applicant shall provide a written request to the Manager of Projects and Assets for any variations to the mentioned technical requirements for their consideration and approval before submitting an application to MPO. Such an approval must be included in their application.

These technical requirements are summarised as follows:

- Widths shall be fixed at 2.75m for single and 5.5m for double vehicle residential garages;
- Exceeding widths shall be built in reinforced grass paving (BG Paving);
- Commercial crossovers shall be in accordance with the Australian Standards;
- All crossover gradients shall be in accordance with the Australian Standards;
- Surface material shall either be in concrete, asphalt or brick paving;
- All intersecting footpaths must be constructed in a grey concrete finish with appropriate expansion and control joints differentiating both longitudinal ends from the crossover

#### 4.4 Redundant Crossovers

Where applicable, all redundant crossovers shall be removed and reinstated by the applicant. This must be done to the satisfaction of MPO. Alternatively, a request can be made to MPO for the Town to undertake the described works and for this to be deducted from the bond held.

Redundant crossovers not removed after 14 calendar days of the new crossover completion shall be carried out by the Town and the cost deducted from the bonds held.

#### 4.5 Refund of Bonds

Where applicable, upon the completion of works, MPO or their delegate shall be contacted to inspect the finished crossover and the surround verge for damages before the bond is refunded.

The applicant shall be responsible for any repairs identified within the verge before the bond is refunded. Alternatively, a request can be made to MPO for the Town to carry out the repairs and for this cost to be deducted from the bonds held.

Repairs not completed after 14 calendar days of the crossover completion shall be carried out by the Town and cost deducted from the bonds held.

#### 4.6 Maintenance Responsibilities

Property owners shall be responsible for the maintenance of their crossovers. Should a crossover be deemed by the Town to be unsafe, the property owner shall be provided 5 calendar days to undertake the repairs. The Town will carry out the works and recover half the cost of such works from the property owner should this not be completed within the specified timeframe or a period agreed to with the MPO.

#### 4.7 Contributions to New Crossovers

The Town will contribute to half the cost of constructing the first crossover to a lot as defined within the *Local Government Act (1995) schedule 9.1 clause 7(4)* and the *Local Government (Uniform Local Provisions) Regulations 1996 section 15*.

### 5. Definitions

- 5.1. There are no definitions relevant to this Policy.

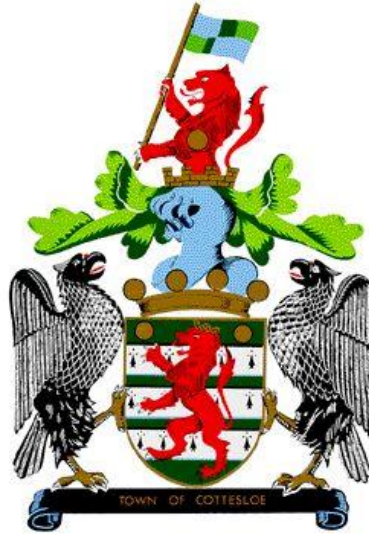
### 6. Legislation

- 6.1. There is no legislation relevant to this Policy.

### 7. Other Relevant Procedures/Key Documents

- 7.1. [www.cottesloe.wa.gov.au/business-development/engineering/crossovers.aspx](http://www.cottesloe.wa.gov.au/business-development/engineering/crossovers.aspx)

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.5B:  
CROSSOVERS - COMBINED SPECIFICATIONS FOR  
ASPHALT, BRICK PAVING AND CONCRETE**

*PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING APPLICATION.*



CONSTRUCTION OF A STANDARD TYPE RESIDENTIAL  
ASPHALT VEHICLE CROSSING  
Specifications

**1. SPECIFICATION SUMMARY**

**(a) Shape**

As per the attached drawing.

**(b) Levels**

The levels at the boundary line and road are to be set by the Council prior to any works commencing.

**(c) Asphalt**

May be red or black in colour. 7mm sized stone, 25mm minimum thickness, laid on a sprayed bitumen tack coat, shall be the standard application.

**(d) Sub-Base**

Minimum 150mm thick crushed limestone or road-base over compacted native soil.

**(e) Kerbing**

Kerbing must be removed across the crossover entry and kerb returns installed as per drawing attached.

**(f) Council Inspections**

Must be inspected after box out and laying and compaction of sub-base, prior to laying of asphalt and again on completion.

**(g) Angle to Kerb**

Crossover must be constructed at right angles to the kerb. Any difficulty in achieving this should be discussed with Council's Work Supervisor, who can be contacted on 9384 2362, prior to commencing work.

**(h) Public Services**

Any conflicting public utilities must be adjusted or relocated at the owner's expense. It is the owners/developers responsibility to locate underground services and arrange adjustment and relocations of the services, including upgrading existing manhole covers to trafficable covers.

**(I) Street Trees**

Crossovers shall not be constructed within 1.5m from the edge of any tree.

*PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING APPLICATION.*

## **2. CONSTRUCTION DETAILS**

### **(a) Removal of Kerbing**

Where kerbing is in place at the crossing entrance, the kerb must first be removed and returns installed at the joint with the crossover as per the drawing attached.

The asphalt road surface must be reinstated where necessary, where it joins the new crossover. This includes cutting out the reinstated area, re-compacting the road base and installing a 25mm layer of asphalt.

### **(b) Sub-Base**

A minimum compacted thickness of 150mm crushed limestone or road base is required. The sub-base surface shall be trimmed to an even surface to conform with the finished surface levels.

### **(c) Edge Restraints**

Edge restraints shall be provided along the perimeter of all asphalt areas. The edge restraint shall be hardwood, pegged in place with the top edge conforming to finished levels.

*PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING APPLICATION.*



CONSTRUCTION OF A STANDARD TYPE RESIDENTIAL  
BRICK PAVED VEHICLE CROSSING  
Specifications

**1. SPECIFICATION SUMMARY**

**(a) Shape**

As per the attached drawing.

**(b) Levels**

The levels at the boundary line and road are to be set by the Council prior to any works commencing.

**(c) Paving Bricks**

Paving bricks shall be trafficable pavers of either approved clay or concrete, with a minimum thickness of 60mm. All paving bricks must be approved by the Council prior to works commencing.

**(d) Sub-Base**

Minimum 100mm thick crushed limestone or road-base.

**(e) Kerbing**

Semi-mountable or barrier kerbing must be removed and replaced by a 900mm concrete apron as per attached drawing.

**(f) Council Inspections**

Must be inspected after box out and laying and compaction of sub-base, prior to laying bricks and again on completion.

**(g) Angle to Kerb**

Crossover must be constructed at right angles to the kerb. Any difficulty in achieving this should be discussed with Council's Work Supervisor, who can be contacted on 9384 2362, prior to commencing work.

**(h) Public Services**

Any conflicting public utilities must be adjusted or relocated at the owner's expense. It is the owners/developers responsibility to locate underground services and arrange adjustment and relocations of the services, including upgrading existing manhole covers to trafficable covers.

**(i) Street Trees**

Crossovers shall not be constructed within 1.5m from the edge of any tree.

*PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING APPLICATION.*

## **2. CONSTRUCTION DETAILS**

### **(a) Removal of Kerbing**

Where kerbing is in place at the crossing entrance, the kerb must first be removed and replaced with a standard apron and married into the existing kerblines.

The asphalt road surface must be reinstated where necessary, where it joins the new crossover. This includes cutting out the reinstated area, recompacting the roadbase and installing a 25mm layer of asphalt.

### **(b) Sub-Base**

A minimum compacted thickness of 100mm crushed limestone or road base is required. The sub-base surface shall be trimmed to an even surface to conform with the finished surface levels.

### **(c) Sand Bedding**

A sand bedding of 20mm compacted thickness is required between the subbase and the paving brick. The bedding sand shall be well graded concreting sand passing a 5mm sieve. Bricklayers sand and single sized dune sands are not suitable.

### **(d) Edge Restraints**

Edge restraints shall be provided along the perimeter of all paved areas. The edge restraint shall be as per the attached drawing.

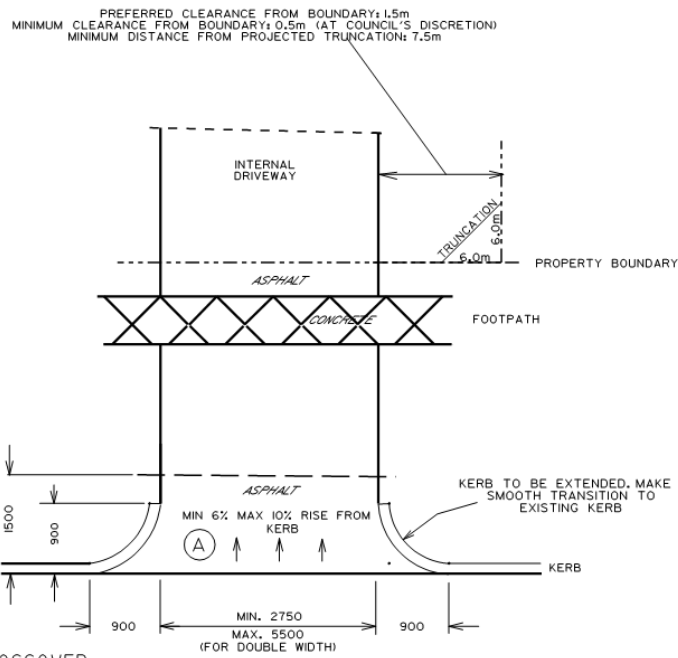
### **(e) Laying Pattern**

Paving bricks to be laid in the herringbone pattern. Where square bricks are used, they shall be paved in the stretcher bond pattern.

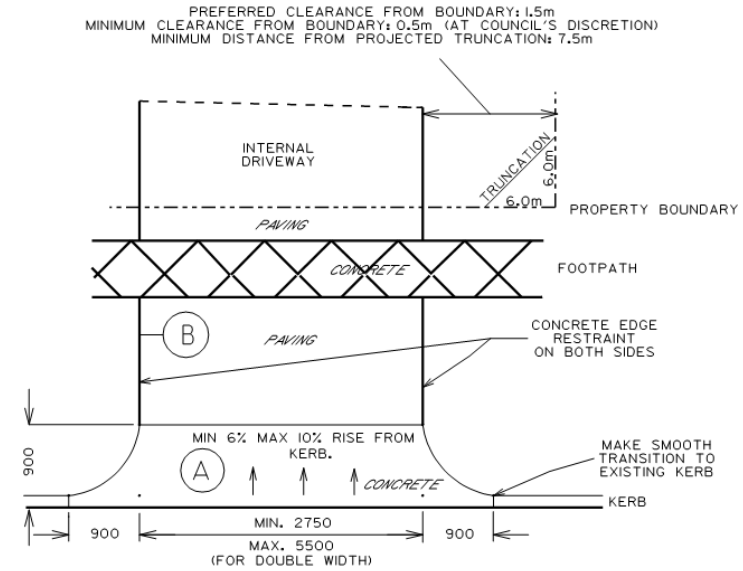
### **(f) Compaction and Joint Filling**

After laying, the bricks should be immediately compacted and brought to level by not less than three passes of the vibrating plate compactor. The plate should have sufficient area to simultaneously cover 12 bricks. As soon as possible after compaction, sand for joint filling should be broomed over the pavement and into the joints. Excess sand should be removed as soon as joints are filled.

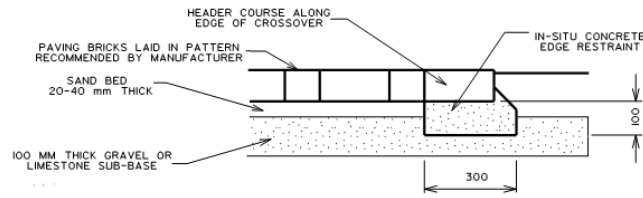
PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING YOUR APPLICATION



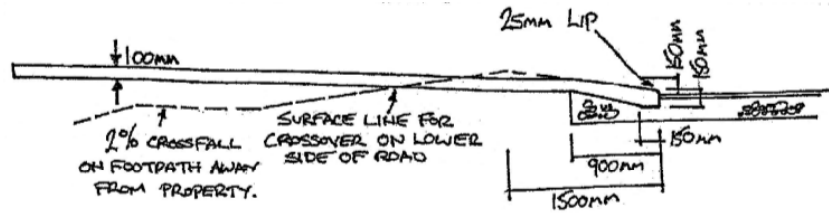
ASPHALT CROSSOVER



BRICK PAVED CROSSOVER



Section B EDGE RESTRAINT BRICK PAVING



Section A GRADIENT DETAIL

<i>Town of Cottesloe</i>			
STANDARD TYPE RESIDENTIAL BRICK PAVED AND ASPHALT CROSSOVER DETAIL			
SCALE: NOT to scale	DESIGN	DRAWN: LH GIS	CHECKED
DATE DRAWN: December 2004	VERSION: Version 1.1	MISC - 01- 02 SHEET 2 OF 2	



*PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING APPLICATION.*



CONSTRUCTION OF A STANDARD TYPE RESIDENTIAL  
CONCRETE VEHICLE CROSSING  
Specifications

**1. SPECIFICATION SUMMARY**

**(a) Shape**

As per the attached drawing.

**(b) Levels**

The levels at the boundary line and road are to be set by the Council prior to any works commencing.

**(c) Concrete**

Depth of Concrete to be 100mm minimum. Concrete high early strength to 20MPa at 28 days. Surface finish - broomed non-slip.

**(d) Sub-Base**

Minimum 100mm thick crushed limestone or road-base over compacted native soil.

**(e) Kerbing**

Semi-mountable or barrier kerbing must be removed and replaced by a 900mm concrete apron as per attached drawing.

**(f) Council Inspections**

Must be inspected after box out and laying and compaction of sub-base, prior to laying concrete and again on completion.

**(g) Angle to Kerb**

Crossover must be constructed at right angles to the kerb. Any difficulty in achieving this should be discussed with Council's Work Supervisor, who can be contacted on 9384 2362, prior to commencing work.

**(h) Public Services**

Any conflicting public utilities must be adjusted or relocated at the owner's expense. It is the owners/developers responsibility to locate underground services and arrange adjustment and relocations of the services, including upgrading existing manhole covers to trafficable covers.

**(i) Street Trees**

Crossovers shall not be constructed within 1.5m from the edge of any tree.

*PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING APPLICATION.*

## **2. CONSTRUCTION DETAILS**

### **(a) Concrete**

Premix concrete shall comply with the requirements of Australian Standard 1379-1973. All concrete used in the works shall develop a minimum compressive strength of 20 Mpa at 28 days, and shall be composed of a mixture of screenings, sand and cement to give the strength specified with a maximum slump of 90mm.

### **(b) Finishing**

The finish shall be broom finished, to provide a non-slip dense surface, free of any depressions, marks and honeycomb sections.

Where required and/or where directed, any portion of the surface may be required to be treated with a multi-grooved tool with grooving to be at 200mm centres worked parallel to the kerb line to minimise the slipping effect.

A steel trowel finish is not permitted on a crossover

### **(c) Expansion and cracking/control joints**

Joints to be installed as per specifications on drawing attached. Crack/control joints shall be formed by cutting across the concrete for its full depth with the edge of a steel trowel. The surface of the concrete, over these cuts is then grooved with a special grooving tool. Expansion joints to be in canite or other approved material.

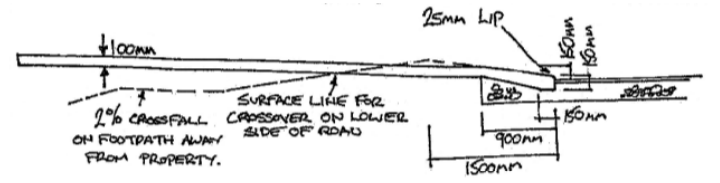
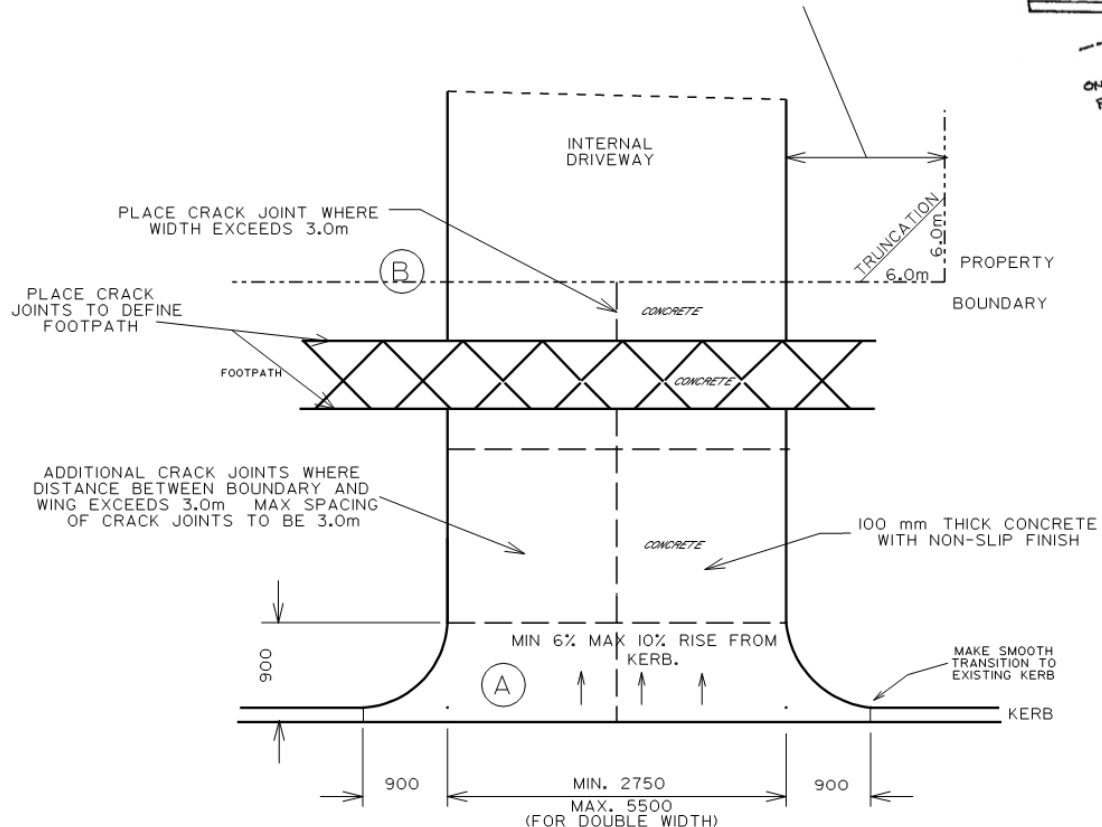
Approved canite-type material shall be used in expansion joints. When it is subject to compression in hot weather, no bitumen is to be extruded. The use of any other material requires the approval of the Works Supervisor.

### **(d) Levels**

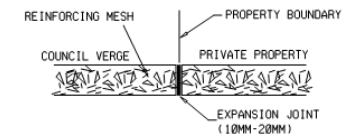
The crossing junctions with the kerb face line shall be finished with an approved bull-nose section or shall be matched to mountable kerb section as the existing situation requires.

PLEASE RETAIN FOR YOUR REFERENCE. DO NOT SEND BACK TO COUNCIL WHEN SUBMITTING YOUR APPLICATION

PREFERRED CLEARANCE FROM BOUNDARY: 1.5m  
 MINIMUM CLEARANCE FROM BOUNDARY: 0.5m (AT COUNCIL'S DISCRETION)  
 MINIMUM DISTANCE FROM PROJECTED TRUNCATION: 7.5m



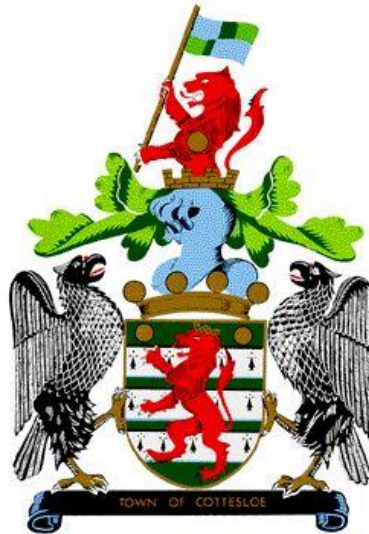
Section A GRADIENT DETAIL



Section B PROPERTY LINE

<i>Town of Cottesloe</i>			
<b>STANDARD TYPE RESIDENTIAL CONCRETE CROSSOVER DETAILS</b>			
SCALE not to scale	DESIGN	DRAWN LH GIS	CHECKED
DATE DRAWN December 2004	VERSION Version 1.1	<b>MISC - 01- 01</b> SHEET 1 OF 2	

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.5C:  
TOWN OF COTTESLOE -CROSSOVER  
CONSTRUCTION POLICY (1)**

## TOWN OF COTTESLOE POLICY

**CROSSOVER CONSTRUCTION****1. Objective**

To provide financial assistance to landowners for the construction of the first crossover to any property and the maintenance of existing crossovers.

**2. Principles**

The Town of Cottesloe will provide for the financial requirements of the *Local Government Act 1995* regarding new crossover establishment.

**3. Policy**

The Town will contribute \$300 towards the cost of a first crossover being constructed to a residential or commercial property.

When road frontages, streets or footpaths are being rebuilt or asphalt resurfaced, the Town will contribute \$200 towards old crossovers being resurfaced, with any extra cost for this resurfacing being paid by the property owner to the asphalt or concrete contractor before works are undertaken.

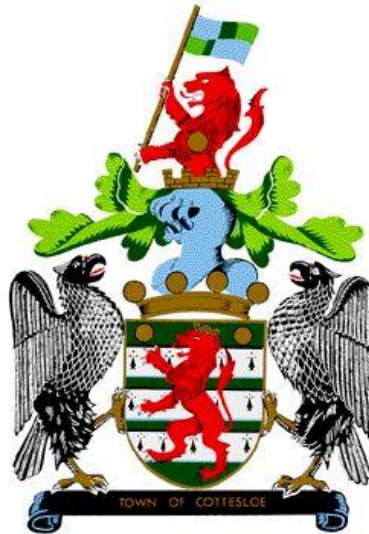
These contributions will be subject to construction being to at least the standard set out in the Town's specifications. No contribution will be made unless the surfacing is asphalt, in-situ concrete or brick paving.

Crossover construction standards will be detailed on drawings to be made available upon request.

The Town's maintenance staff will carry out minor patching, on asphalt crossovers and undertake minor repairs on in situ concrete and brick paved crossovers if these crossovers were originally built to the Town's standards. This policy provides a clear direction for asset management and defines the key principles, responsibilities and reporting framework, which underpin asset management for the Town of Cottesloe.

Adopted	May 2004
Reviewed	25 February 2013
Expected date of review	

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.5D:  
WALGA CROSSOVER GUIDELINES REV1**



# Guidelines and Specifications

## for Residential Crossovers





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*Version 1.1, September 2017*

**Contact:**

WALGA  
ONE70, LV 1, 170 Railway Parade West Leederville  
Phone: (08) 9213 2000  
Fax: (08) 9213 2077  
Email: [info@walga.asn.au](mailto:info@walga.asn.au)  
Website: [www.walga.asn.au](http://www.walga.asn.au)

**Acknowledgements:**

This guideline has been prepared by the Western Australian Local Government Association (WALGA) with the assistance of the Engineering Consultancy, Cardno

**DISCLAIMER**

To the extent permitted by law, WALGA exclude all warranties as to, and responsibility for, the accuracy, completeness or suitability of the information in this guideline or for any error or omission in the information and will not be liable for any loss or damage suffered or incurred by any persons arising from the use or reliance on the information or data contained in this guideline. To the extent permitted by law, WALGA disclaims all liability to the user for loss, injury or damage, arising out of, or related to, the use of the guidelines.





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**APPENDIX A**

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## 1.0 Glossary

Name	Definition / Commentary
<i>Alignment of Path</i>	The location of the path within the verge area
<i>Battle-axe lots</i>	A block of land behind another, with access from the street via a separate crossover
<i>Block pavement structure</i>	Block patterns which are generally used in the construction of driveways
<i>Clearance</i>	The space required between the path and an obstruction
<i>Crossfall</i>	Grade across the path width; necessary for adequate drainage
<i>Crossover</i>	A constructed crossing giving access from a public thoroughfare to private land or a private thoroughfare serving the land.
<i>Crossover splay/wings</i>	The flared edges of a driveway
<i>Culvert</i>	A tunnel carrying an open drain under a road
<i>Edge Restraint</i>	A support constructed at the edge of a driveway to improve longevity
<i>Gates</i>	Vertical elements to control access to the path
<i>Grade</i>	The slope of a path or driveway
<i>Gutter</i>	Edge of road where it meets the kerb
<i>Hazards</i>	Any object or situation that constitutes a risk to users
<i>Kerb</i>	Roadway edge treatment
<i>Narrow lots</i>	Describes lots with a frontage width of <12m
<i>Obstructions</i>	An object that constitutes an obstacle to crossover/path users
<i>Paired crossovers</i>	Combined crossovers which service more than one property and located adjacent to one another
<i>Shared Path</i>	A pathway that is specifically intended to be used by both pedestrians and bike riders. Note that all paths may be used by cyclists and pedestrians.
<i>Side-entry pits</i>	A stormwater pit located adjacent to the kerb and designed to collect stormwater from the road surface
<i>Sightlines</i>	The visual envelope of vehicles and path users
<i>Standards and Policies</i>	Applicable guidelines for use in Western Australia
<i>Stopping sight distance</i>	The distance a vehicle driver needs to be able to see in order have room to stop before colliding with something in the roadway
<i>Street Lights</i>	A light which illuminates surrounding roads and footpaths, usually mounted on a tall post.
<i>Street Trees</i>	Trees located within the verge area
<i>Utility boxes</i>	An enclosure which houses utility services for electrical, communications, etc
<i>Vegetation</i>	Soft landscaping element



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## 2.0 Introduction

### 2.1 Objective

To provide property owners, builders and designers with the information required to ensure that cross overs meet the requirements of the <City/Shire/town>.

### 2.2 Purpose

This document comprises guidelines for planning and design of residential crossovers, including an example construction specification in Appendix A. When adopted by Local Government it provides a consistent framework to assist builders and their contractors to understand and meet the requirements of the Local Government.

This Guideline provides for crossover design that references statutory and best-practice guidance documentation which includes the following:

- *Austrroads Guide to Road Design*
- *Australian Standards AS2890.1:Off-street parking (2004)*
- *State Planning Policy 3.1 - Residential Design Codes (R-Codes)*
- *WAPC Liveable Neighbourhoods*

The Guideline is most applicable in greenfield residential developments, where lot layout and access configuration can be controlled to a higher degree, however the principles remain valid for brownfield residential development.



## 3.0 Planning Guidelines

### 3.1 Crossover Approval

In accordance to *Schedule 9.1, Clause 7 of the Local Government Act 1995 and Regulation 12, 13 and 15 of the Local Government (Uniform Local Provisions) Regulations 1996*, an application to the Local Government must be made by the landowners to request approval to construct a crossover.

### 3.2 Crossover Density

The principle for designing crossovers in Western Australia is to design for the least amount of crossovers in a given area where possible (*R-Codes*). This improves the safety of path users and lowers costs associated with constructing and maintaining crossovers. Minimising the number of crossovers also reduces the level of conflict and friction along busier roadways, and creates additional space for street trees, pedestrian crossing and on-street parking.

The *R-Codes* specify a maximum density of 1 crossover per 20m of frontage, where housing density is greater than R40. A single crossover per property is to be provided where required for housing density less than R40. Narrow lots should be constructed with paired crossovers to minimise conflict and retain verge space for street trees, lighting, overhead power and on-street parking.

All residential lots are entitled to access irrespective of the constraints of location (AS2890.1: Clause 3.2.3a).

### 3.3 Crossover Location and Position

Crossover location shall be determined and crossovers designed to address the following issues and criteria:

#### 3.3.1 Prohibited Locations

Australian Standards (*AS2890.1: Figure 3.1*) sets out exclusion zones for access driveways related to the proximity of adjacent intersections (see **Figure 1** below). This exclusion zone may be increased if necessary for signalised intersections to ensure that the driveway is not within the influence of traffic queues. This requirement does not apply to any access driveway serving a property which would otherwise be denied access due to the physical impossibility of meeting the requirement. Additional restrictions are placed on non-domestic driveways and should be discussed with Local Government.

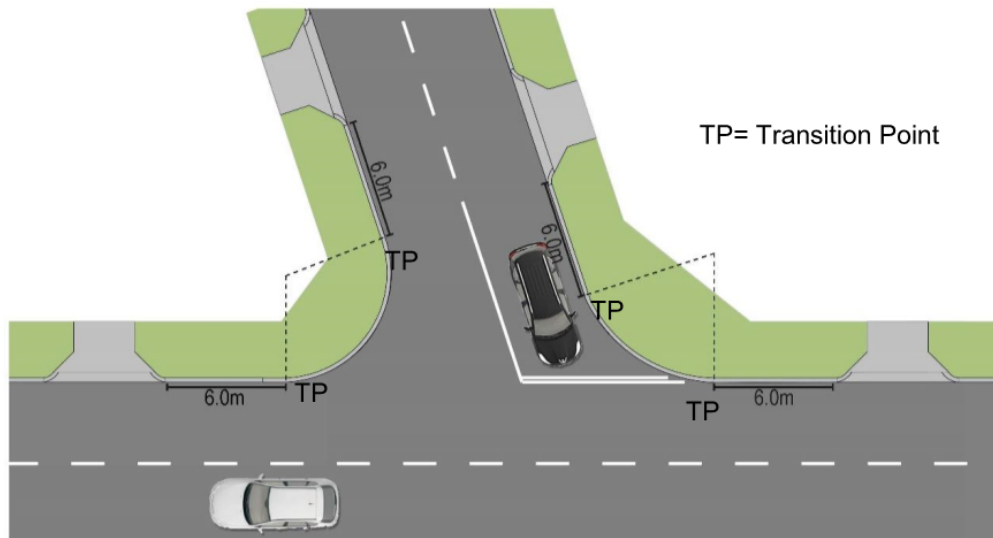


Figure 1 Permitted Locations for Crossovers

### 3.3.2 Sightlines to Path Users

Crossovers are to be positioned such that sight lines between path users (pedestrians and cyclists) and vehicles are unobstructed by permanent fixtures (fences, trees, etc).

*AS2890.1: Figure 3.3* (see Figure 2 below) defines a sight triangle of 2.0m x 2.5m at the intersection of the driveway and path edge, within which walls, fences and other structures are to be truncated or reduced to no higher than 0.75m (R-Codes 6.2.3 C3). Fencing to apply with *Dividing Fences Act, Local Laws and Local Planning Policies*.

Where path infrastructure is located further from the lot boundary truncations may be reduced, to a minimum of 1.5mx1.5m, maintaining sightlines as described above.

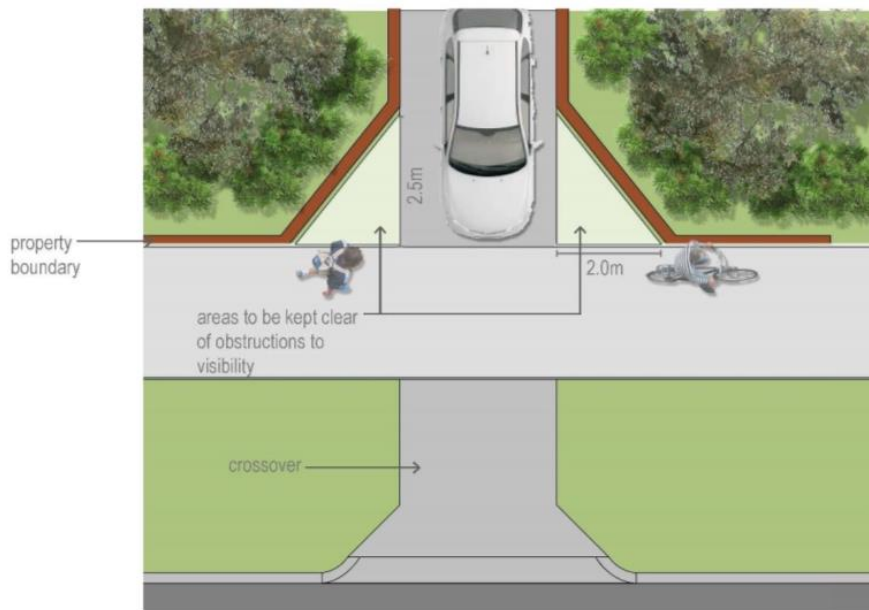


Figure 2 Minimum Pedestrian Sightlines

### 3.3.3 Distance to Obstructions

All elements of the crossovers shall be located at a minimum distance to obstructions (including wings/radii) as follows:

- Side-entry pits: 1.0m
- Street trees: 2.0m
- Utility boxes: 1.0m
- Street lights/Power poles: 1.0m (as required by Western Power's *Guidelines for Placement of Power Poles within Road Reserves in Built-Up Areas, 2006*)
- Bus stops: 1.0m
- Bus shelters: 1.5m
- Pram ramps: 1.0m

If crossovers must be constructed within this distance, the obstruction shall be relocated wherever possible. In special cases (e.g. development at brownfield sites, narrow battle-axe driveways and/or paired crossovers) where relocation of obstructions is not feasible, justification should be provided to the Local Government and a decision to be made on a case by case basis.

### 3.3.4 Sight Distance to Roadway Traffic

The requirements for minimum sight distance at the road interface are defined by Australian Standards (*AS2890.1: Figure 3.2*), see **Figure 3** below.

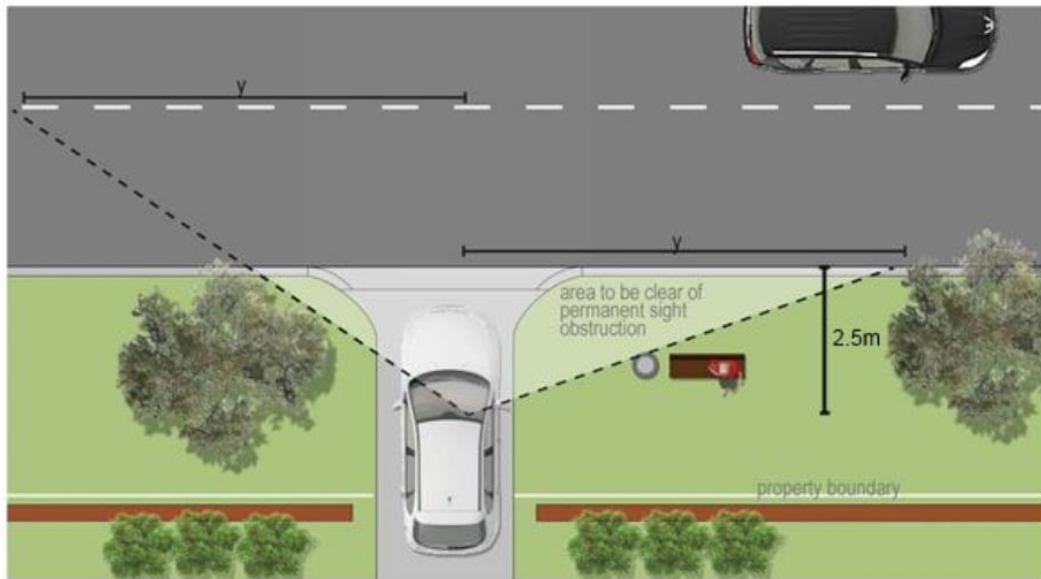


Figure 3 Sight Distance Calculation Geometry

The distance Y is determined according to the prevailing speed along the adjoining roadway, chosen as the greater of posted speed limit or observed 85<sup>th</sup> percentile speed, shown in **Figure 4** (adapted from AS 2890.1: Figure 3.2).

Frontage Road Speed (km/hr)	Domestic Property Absolute Minimum (m)	Minimum SSD (m)
40	30	55
50	40	69
60	55	83
70	70	97
80	95	111
90	125	130
100	139	160
110	153	190

Figure 4 Minimum Sight Distance Requirements

Wherever practical, a domestic property access shall satisfy the Desirable 5 Second Gap or Minimum SSD (Stopping Sight Distance) values defined above.

To ensure adequate sight distance, all visually impermeable walls, fences, vegetation and other obstructions shall be maintained no higher than 0.75m within the identified area. Note that fencing standards are determined by Local Governments and additional requirements may apply.



### 3.4 Paired Crossovers

Paired crossovers are recommended for narrow lots. Where residential properties are located along a Neighbourhood Connector streets with between 5,000 to 7,000 vehicles per day, vehicles must be able to exit in forward gear, however, if this cannot be achieved then paired driveways with the ability to reverse into a parking lane are recommended (*R-Codes and Liveable Neighbourhoods*). An example of paired crossovers is shown in Figure 5.

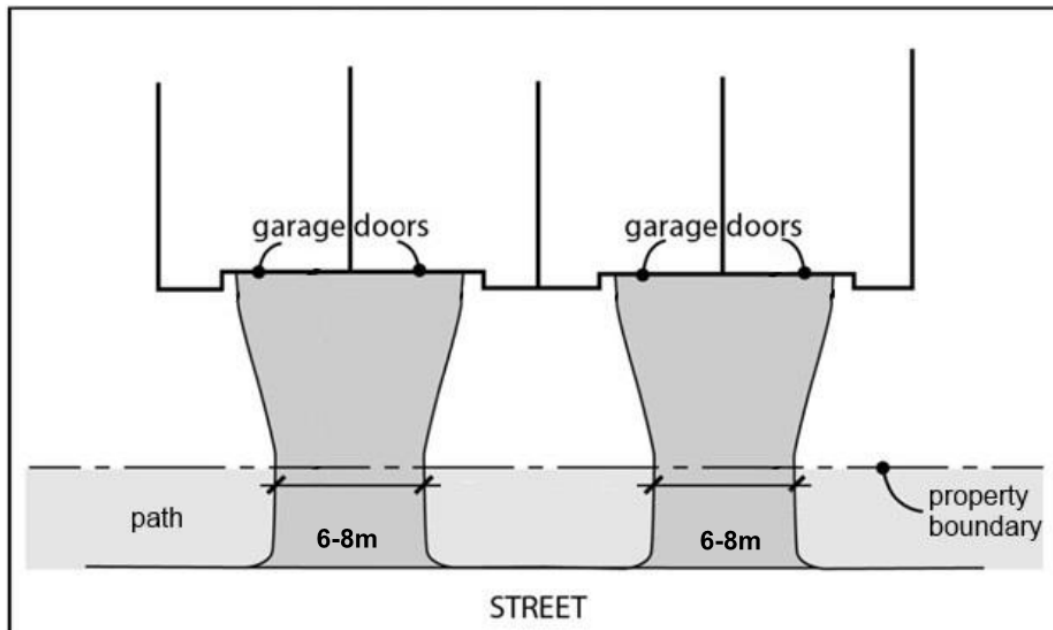


Figure 5 Example of Paired Crossovers (adapted from Seattle Municipal Code)

### 3.5 Geometry

Crossovers shall be aligned at right angles to the street alignment, wherever possible (*R-Codes*).

### 3.6 Assessment Criteria

A list of criteria for crossover designs are provided below:

- Crossovers shall be adequately paved and drained in accordance with Local Government requirements
- The visual and physical continuity of the footpath is to be maintained (or reinstated) through the crossover
- Crossovers shall provide unobstructed vehicle access to the individual lots and motorists must be able to enter or reverse from the lot in a single movement. (For roads with more than 5,000 vpd, all vehicles must be able to exit in forward gear).
- If the frontage road is two-way and has more than two lanes and there is a provision for right turns either into or out from the crossover, then additional consultation with Local Government is required. Many Local Governments have policies and restrictions governing the provision of crossover along multilane roads and can be based on various factors such as road hierarchy, traffic volumes, traffic speeds or road function.

An example of a good design is shown in the **Figure 6** which illustrates consistent crossover design with priority pedestrian access.

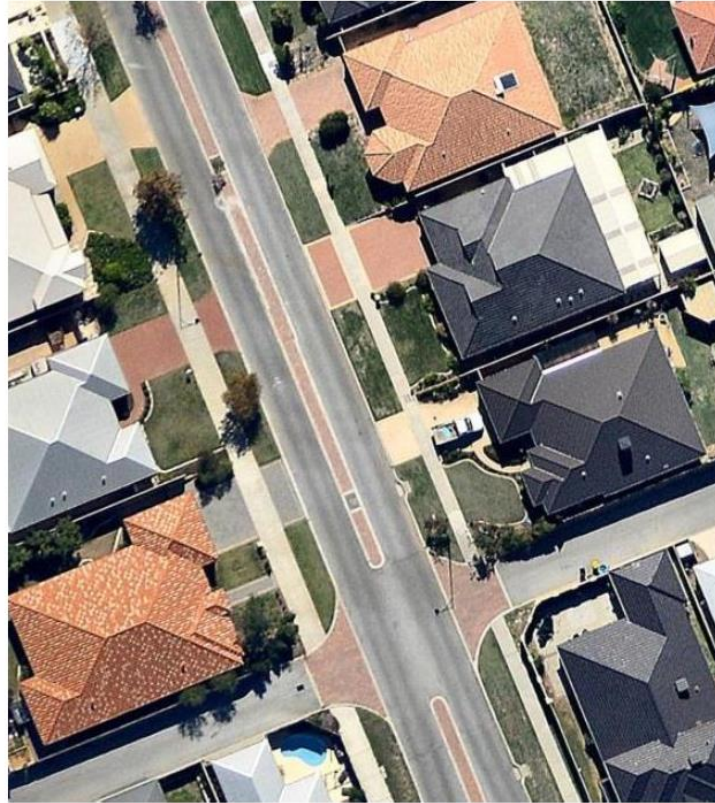


Figure 6 Example of Design Showing Path Priority



## 4.0 Design Guidelines

### 4.1 Layout

#### 4.1.1 Width

Sufficient width and an adequate splay or 'wing' configuration must be provided for the safe turning movement of vehicles both from and onto the carriageway.

The requirements of AS2890.1 have precedence with respect to minimum design requirements and are replicated as follows for residential crossovers under the following classification:

- User Class 1A: Residential domestic and employee parking (*AS2890.1: Table 1.1*)
- Access facility Category 1: <25 bays (*AS2890.1: Table 3.1*)

Crossover width is defined in the above documents as follows:

- A minimum of 3.0m for all developments
- A maximum of 3.0m for lots with a frontage of 12.5m or less, except where the R-Codes allow the construction of a double garage, in which case a maximum width of 4.5m applies
- A maximum width of 6.0m for lots with a frontage in excess of 12.5m.

Main Roads defines a minimum driveway radius of 1.5m (*Main Roads WA: Urban Driveway Setout – Light Vehicles Drawing No. 200431-0198-1*).

Many Local Government Guidelines allow for apron widening 'wings' rather than radii at the road boundary. The purpose of the wings of residential crossovers is to provide for ease of entry and exit by vehicles.

Comparison of 'wing' dimensions across a variety of WA Local Governments suggests an appropriate standard width is 1.5m, consistent with the general intent of Main Roads WA recommendations. In special circumstances where the standard wing width cannot be achieved, an absolute minimum of 1.0m may be adopted.

Where paired driveways are provided, the minimum combined driveway width shall be 6m (*Liveable Neighbourhoods 2009: Element 2 - Clause R51*). The maximum combined driveway width shall be 8m, excluding apron widening 'wings'.

In regards to battle-axe developments; for a single battle-axe lot, the minimum driveway width is 3.0m whereas for adjoining battle-axe lots, the combined driveway width shall be 6m.

#### 4.1.2 Length

Sufficient storage length must be provided (crossover and/or driveway length) for a vehicle to stand clear of the roadway. Where the entrance has a gate, the set back from the road edge to the gate shall be a minimum of 6m to allow for this (*Main Roads Driveways Design Guide*). Physical limitation such as verge depth will affect this value. A length less than 6m requires justification and is subject to the Local Government's approval

### 4.1.3 Pedestrian Interface

Crossovers are defined to be 'Road-Related Areas' under the *Road Traffic Code 2000*. Pedestrians and cyclists in these areas have priority over vehicles. For this reason it will be recommended that the pedestrian infrastructure be provided in a continuous manner across all residential driveways, maintaining path crossfall and material in preference to the crossover construction. Therefore, the ultimate crossover must be designed to match path levels, where applicable.

The following design standard for grades and levels is considered in the context of this path position, which represents the most constrained option for crossover construction, as shown below in **Figure 7**.



Figure 7 Plan View of Model Crossover Design

### 4.1.4 Grades and Levels

- Path construction guidelines dictate a maximum crossfall of 2.5% to cater for people who have a disability (*Austrroads Guide to Road Design 6A, Clause 5.6*). To allow the path to shed water and to avoid ponding, a crossfall of 2.0-2.5% is recommended.
- The maximum longitudinal gradient of a crossover at the property boundary is defined by Australian Standards to be 5% (*AS2890.1:2004, Clause 2.6.2 and Clause 3.3a*). This allows safe Disability Access from the path to the property boundary.
- As a reference guide, Main Roads advises that at a point 1.5m into a crossover there shall be a vertical rise of at least 100mm from the gutter (*Main Roads, Driveway D12#57413*), and this is an acceptable minimum standard to apply to all residential crossovers. This height is achieved using either of the kerb types described in **Section 4.2**.
- The maximum gradient of a crossover is defined in Section 2.2.1.2 in *IPWEA's Subdivision Guidelines* is 1 in 8 (12.5%)

- In areas of steep grades, the *IPWEA Subdivision Guidelines Section 3.3.4: Verge and property grades* states that the verge on the high side may be graded at 2.0% for three metres and then battered to suit the finished contours at a maximum of 16%.
- *Austrroads' Guide to Road Design - Part 6A: Pedestrian and Cyclist Paths* recommend that shared paths (i.e. paths intended to be used by both cyclists and pedestrians) be an absolute minimum of 2.0m and a desirable minimum of 2.5m in width. They should be located at least 500mm, and preferably 1.0m from any significant obstruction or hazard, including the roadway, to provide sufficient separation and safety. This guidance, shown in **Figure 8**, constrains the design envelope for residential crossovers, as discussed further in **Section 4.2**.



**Figure 8 Typical Longitudinal Driveway and Verge Section Design**

\*A 2.5m width may not be achievable or desirable in all cases

In the absence of a pedestrian path, the maximum grade for a crossover should be 5%. This will allow pedestrian footpaths to be retrofitted if desired without significant modifications to the existing geometry.

## 4.2 Kerbing and Edging

Existing semi-mountable and barrier kerbing shall be removed from the crossover location, and replaced by the crossover kerb defined below, **Figure 9**. The extent of kerb to be cut should be identified and confirmed with Local Government, then cut with a concrete saw and removed without damage to road pavement.

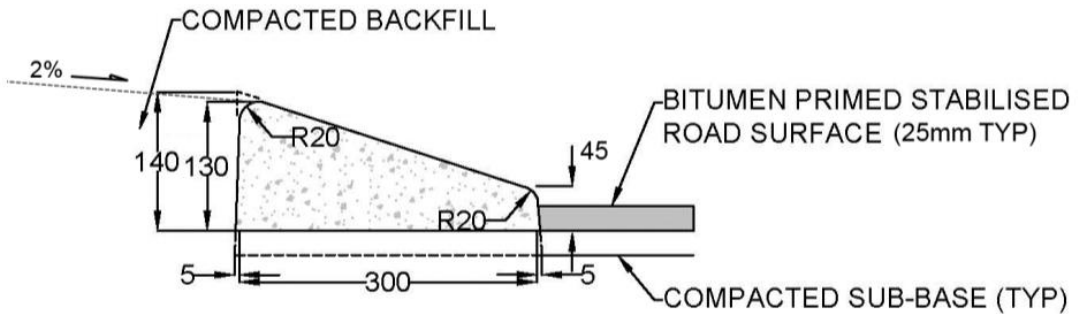
### 4.2.1 Crossover Kerb Design

To provide smooth transition from the road edge to the crossover and particularly to the pedestrian path in the most highly constrained situation, the kerb profile must provide 155-160mm vertical rise from the gutter, over a 500mm distance.

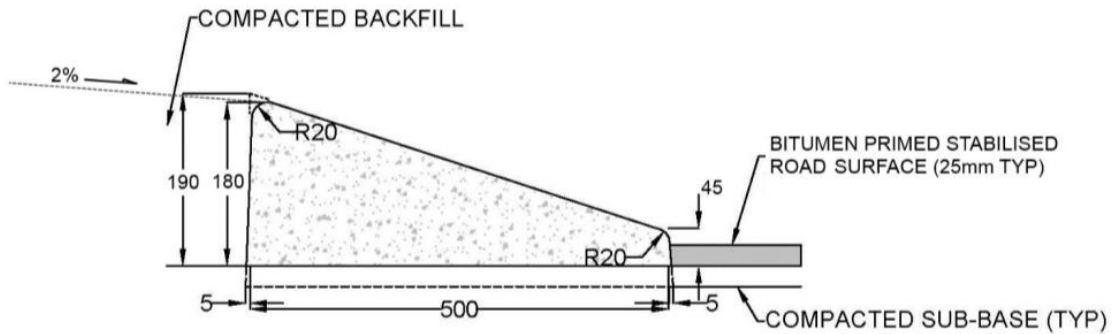
To achieve the required height at 500mm, it is recommended that a standard IPWEA (*IPWEA Subdivision Guidelines Figure 3.2: Kerbing Profiles*) mountable kerb profile is installed and in-situ concrete poured to fill the gap (200mm) at a slope to achieve the



desirable vertical rise of between 155 – 160mm above the gutter. Alternatively, a Crossover Kerb profile can be used to improve constructability. Standard dimensions of these kerb types are shown in **Figure 9**.



**Standard IPWEA Mountable Kerbing**



**Alternative Crossover Kerb**

**Figure 9 Typical Kerb Geometry**

The use of keyed kerbing is recommended on sweeping bends and may be a requirement of Local Government.

**Figure 10** provides an example of best practice alignment and construction of crossover kerbs.



Figure 10 Crossover Kerb Example

#### 4.2.2 Edging

A restraining edge is required for Bitumen/Asphalt and Block paving residential crossovers, as follows:

Rigid block or concrete edging is to be provided at the perimeter of all block paved crossovers to prevent lateral movement of the header course.

Restraints shall be robust enough to withstand vehicle impact and prevent the lateral movement of the paving blocks. Edge restraints shall be installed to the same level as the crossover.

#### 4.3 Block Pavement Structures

Comparison of block paver specifications across a variety of Western Australian Local Governments suggests an appropriate minimum thickness shall be 60mm.

Applicable block paving patterns for driveway crossover are stretcher bond and 45 or 90 degree herringbone pattern as shown in **Figure 11**. The most preferred pattern is 45 or 90 degree herringbone because the pattern tightly interlocks the bricks and it can handle significant weight, which is ideal for driveways. Rectangular stretcher bond are generally not advised as the structural integrity is inferior to other patterns.

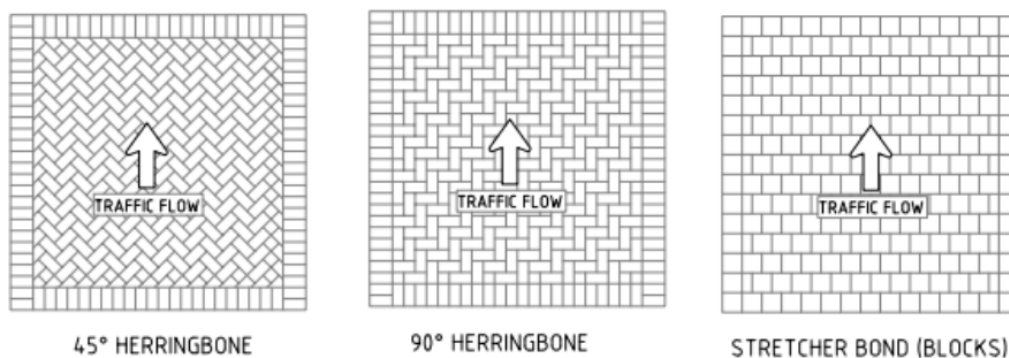


Figure 11 Residential Block Paving Patterns



#### 4.4 Existing Paths

The path shall be kept in a safe condition at all times, with appropriate signage and traffic management implemented in accordance with Traffic Management for Works on Roads Code of Practice (Main Roads WA), warning pedestrians of construction works until reinstatement work is completed.

Where the existing footpath or shared path is in-situ concrete, in good condition and is over 100mm thick, then the footpath can be preserved. The crossing shall be constructed both sides of the concrete path and matched up with it (see **Section 3: Planning Guidelines**).

Existing shared paths are exempt from the conditions in *Clause 4.1.3: Pedestrian Interface* to prevent the removal of good quality paths.

The existing path shall only be removed and replaced if it falls under any of the following conditions:

- Is damaged or less than 100mm thick for residential crossovers;
- Is not in-situ concrete;
- Has an incorrect gradient.

Paths identified for removal are to be assessed beforehand by the Local Government or approved contractor.

#### 4.5 Culverts

Where a residential crossover traverses an open drain or swale, a culvert will be required. This situation is common in regional and rural developments, with design highly dependent on the local environment. Refer to Local Government Specifications for culvert design.

#### 4.6 Redundant Crossovers

Any redundant crossovers shall be removed and the verge, kerbing and footpath (if present) reinstated to fit in with the surrounding form/development pattern.





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## 5.0 References

- Austrroads Guide to Road Design - Part 3: Geometric Design*
- Austrroads Guide to Road Design - Part 6A: Pedestrian and Cyclist Paths*
- Australian Standards AS 2890.1:Off-street parking (2004)*
- Australian Standard AS 1428.1: Design for access and mobility*
- Guidelines for Placement of Power Poles within Road Reserves in Built-Up Areas (Western Power, 2006)*
- IPWEA Local Government Guidelines for Subdivisional Development*
- Local Government Act 1995*
- Local Government (Uniform Local Provisions) Regulations 1996*
- Main Roads WA Driveways Design Guide*
- Main Roads WA Standard Drawings for Driveways*
- Main Roads WA: Urban Driveway Setout – Light Vehicles Drawing No. 200431-0198-1*
- Road Traffic Code 2000 (WA)*
- State Planning Policy 3.1 - Residential Design Codes (R-Codes)*
- WAPC Liveable Neighbourhoods*



## APPENDIX A

# Construction Specifications and Typical Drawings for Residential Crossovers

### 1.0 General

#### 1.1 Boundary Clearance

- a) Minimum 0.5m from the side property line (as per R-Codes - including battle-axe driveways servicing a subdivided block).
- b) Minimum 6.0m from the corner truncation peg.

#### 1.2 Street Furniture Clearance

- a) Side-entry pits – 1.0m.
- b) Street trees – 2.0m.
- c) Utility boxes – 1.0m.
- d) Street lights/Power Poles – 1.0m.
- e) Bus stops – 1.0m.
- f) Bus shelters – 1.5m.
- g) Pram ramps – 1.0m.

Where physical limitations may prevent attaining these minimum clearances, consultation with Local Government is required.

### 2.0 Schedule of Requirements

- a) **Minimum width at property boundary** – 3m
- b) **Maximum width at property boundary** –
  - 3m for lots with a frontage of 12.5m or less (except for the construction of a double garage, in which case a maximum of 4.5m applies).
  - 6m for lots with a frontage in excess of 12.5m.
- c) **Minimum width for paired crossover at property boundary** – 6m.
- d) **Maximum width for paired crossover at property boundary** – 8m.
- e) **Depth** –
  - Concrete: 100mm minimum.



- Bitumen/asphalt: 25mm minimum (Note that some Local Governments prohibit the use of bitumen/asphalt).
  - Block paving: paver depth to be 60mm minimum
- f) **Radii/Wings** – The width of ‘wings’ on the apron at kerb line shall be minimum 1.5m. If kerb radii is used instead of wings, the radius shall be 1.5m. In special cases where the standard wing width cannot be achieved, an absolute minimum of 1.0m may be adopted.
- g) **Gradient and Levels** –
- Maximum crossover gradient over paths is 2.5%
  - At the property boundary, the maximum longitudinal gradient is 5%.
  - In areas of steep grade – the verge on the high side may be graded at 2.0% for three metres and then battered to suit the finished contours at a maximum of 16%.
- h) **Levels** – Contact the Local Government for the required crossover levels. At a distance of 1.5m into a driveway there must be a vertical height of at least 100mm from the invert of the kerb. As a general guide, the crossover shall match up with:
- The existing verge level if it is of uniform height with the adjacent verges.
  - The average level of the two adjacent crossovers or verge levels where there are no crossovers.
- To maintain drainage, the back of the crossover apron (i.e. ramp section) should be maintained at the level of the top of kerb or the existing verge level, whichever is highest.
- i) Crossovers shall not be constructed closer than 6m, measured from the crossover splay, to the intersection of property lines at street corners as per AS 2890.1, wherever practicable. For crossovers located near traffic lights, Main Roads Western Australia guidelines and standards apply. Additional restrictions are placed on non-domestic driveways and should be discussed with Local Government.
- j) Crossovers shall be constructed at right angles (90 degrees) to the street alignment, wherever practicable.
- k) Crossovers shall provide a non-slip surface finish.

### 3.0 Construction

#### 3.1 Excavation

Excavation for the crossover shall be taken to the levels, lines and grades as set by the Local Government. The decision to retain, remove or alter existing pathways, kerbs or any other affected infrastructure shall be to the approval of the Local Government. All excavations shall be executed cleanly and efficiently to provide for a consolidated sound base free of depressions, soft spots or any deleterious materials.

- a) The contractors shall be responsible for ensuring that all excavated material is removed from the site at the same time as the excavation is carried out. No excavated material shall be stockpiled on site or buried in the verge.
- b) Existing barrier or semi-mountable type kerbing is to be cut with a concrete saw and removed without damage to road pavement, remaining kerbing or services. To facilitate



neat removal and subsequent reinstatement, the concrete or bitumen to be removed shall be completely separated from the adjoining concrete or bitumen by means of a concrete or bitumen saw.

- c) When an existing concrete path has thickness of 100mm or more, in good condition, and adjacent to the lot boundary or kerb line, the crossing shall be constructed either side of the concrete path, as approved by the Local Government.

The existing path shall be removed and replaced where it is damaged, is less than 100mm thick or has an incorrect gradient. Crossovers should never take precedence over the path (AS1428.1).

- d) An existing asphalt path shall be reconstructed if it is damaged, is less than the nominal thickness, has an incorrect gradient, and/or where the path has not been reinforced.
- e) The subgrade shall be watered, thoroughly compacted and shaped to provide a dense uniform surface to the approval of the Local Government. If the subgrade comprises substandard material, for example clay or gravels that cannot be adequately compacted to provide sufficient support, then the material must be replaced or treated at the direction of the Local Government.

### 3.2 Concrete Crossover

- a) **Subgrade** – Subgrade suitability and compaction compliance to be in accordance with Local Government direction. The subgrade shall be compacted to a minimum of 95% Maximum Dry Density (MMDD).
- b) **Concrete** – All concrete used shall develop compressive strength of 25 MPa at 28 days. The concrete to be used shall be composed of a mixture of sand, cement, aggregate and water to give strength specified with a maximum slump of 80mm. Concrete and its placement shall conform to AS 1379 (1991) and AS 3600 (1988) respectively.
- c) **Reinforcement** – Steel reinforcement may be required in the construction of concrete crossovers, for higher levels of projected traffic and load. Consult with the Local Government.
- d) **Placing concrete** – The base shall be thoroughly and evenly moistened, but not saturated, prior to placing concrete. All stones or other deleterious materials shall be removed from the base prior to pouring concrete. Concrete shall be evenly placed to the depth specified and shovelled into position continuously and spaded, especially at all edges, to give maximum density. No concrete shall extend on the road surface. No break in operation shall be permitted from time of placing concrete to finishing.
- e) **Kerbing** – To be in accordance with the Typical Drawings, kerb profile details. Concrete strength to be a minimum of 25 MPa @ 28 days.
- f) **Finishing** – Surface finish shall be obtained by screeding to the correct levels and finished with a transverse brooming tool to provide a non-slip dense surface, free of any depressions, float marks, irregularities, honeycomb sections or slurry likely to cause excessive surface wear. Edges shall be smoothed using a 100mm wide edging tool.
- g) **Jointing** – Expansion joints shall be full depth joints and filled with bitumen-impregnated canite or similar approved material and butyl mastic sealer. Expansion joints should be located at:
- i. The lot boundary and both sides of a path where there is a path and also at the back of the kerb section adjoining the crossing.



- ii. Where it adjoins a rigid structure or any public utility structure.
  - iii. The ends of the existing kerbing where kerbing has been removed.
  - iv. 6m maximum spacing on long crossings.
- Contraction joints shall be made with an approved jointing tool with 2m maximum spacing either laterally or longitudinally.

### 3.3 Bitumen/Asphalt Crossover

*Note:* Bitumen/Asphalt Crossovers may be prohibited by some Local Governments.

- a) **Subgrade.** Subgrade suitability and compaction control shall be at the direction of Local Government. The subgrade shall be compacted to a minimum of 95% MMDD
- b) **Base Material** – Basecourse material shall be in compliance with the *WALGA Specification 1 – Granular Pavement Materials (Type 1.2, 2.2 or 3.2)* or at the direction of Local Government.
- c) **Basecourse**– Basecourse is to have a total consolidated thickness of not less than 100mm for residential crossovers. The thickness shall be increased to 150mm if limestone is used as the basecourse material. Material to be spread, rolled, water-bound and corrected as necessary to shape, grade, etc. The thickness shall be increased to 150mm if the asphalt is to be paver laid. The basecourse shall be compacted to 98% MMDD.
- d) **Asphalt** – Black asphalt shall be type RAC10 with 50 Marshall Blow, red asphalt shall be type AC10 Laterite with 50 Marshall Blow in accordance with IPWEA/AAPA specification for supply and installation of asphalt road surfacing. The compacted thickness of the asphalt shall be 25mm for a crushed stone or granular basecourse and 40mm for a limestone basecourse.
- e) **Laying** – Asphalt work should not be done in cold, windy or wet conditions as thin layers of asphalt (30mm or less) cool rapidly in these situations and will not be compacted adequately. The finishing work shall be undertaken while the material is hot, to produce a fine, dense, smooth surface, free of surface voids.
- f) **Edging** – The edges of the crossover are to be formed using a flexible 30mm deep steel border pegged to shape (to be removed on completion), to provide a symmetrical and uniform shape and appearance. A gravel shoulder, 500mm wide and 100mm thick, should be provided at the edges of the crossover to finish flush with the top of the asphalt surface. Concrete kerb laid to finish flush with the final surface of the crossover may also be used as edge restraints.
- g) **Kerbing** – To be in accordance with the Typical Drawings, kerb profile details. Concrete strength to be a minimum of 25 MPa @ 28 days.
- h) **Surface** – The surface is to be again reshaped and base course added where required to give correct shape. The surface is to be well watered and rolled with a vibrating roller, slurred and swept clean of any loose material.



### 3.4 Block Paved Crossover

- a) **Subgrade** - Subgrade suitability and compaction control shall be at the direction of Local Government. The subgrade shall be compacted to a minimum of 95% MMDD.
- b) **Base Material** – Base course material shall be in compliance with the *WALGA Specification 1 – Granular Pavement Materials (Type 1.2, 2.2 or 3.2)* or at the direction of Local Government.
- c) **Basecourse** – Basecourse is to have a total consolidated thickness of not less than 100mm for residential crossover. Material to be spread, rolled, water-bound and corrected as necessary to shape, grade, etc. The thickness shall be increased to 150mm if limestone is used as a basecourse material.
- d) **Compaction** – The base course shall be compacted to 98% MMDD. The subgrade shall be compacted to a minimum of 95% MMDD. Compaction control shall be at the direction of Local Government.

The block pavement should be compacted and brought to level by not less than three passes of the vibrating plate compactor. Plywood of 12mm thickness shall be used either attached to the base of the compactor or laid on the blocks as a cushion to prevent damage to the surface.
- e) **Bedding layer** – The bedding layer shall have a final compacted thickness of 25mm  $\pm$  5mm. The bedding layer shall be well-graded concreting sand, free of deleterious soluble salts and other contaminants, complying with Concrete Masonry Association, PA02, Concrete Segmental Pavements. The sand should be of uniform moisture content, and is to be spread over the compacted base course and screeded in a loose condition.
- f) **Paving Blocks** – The paving units shall be either clay or concrete, 60-76mm thick complying with AS4455 and AS4456.
- g) **Laying** – The paving units shall be laid onto the loose bedding sand with a gap of approximately 2-3mm between adjacent bricks. Part bricks shall be neatly cut to size with hydraulic guillotine, bolster or saw.
- h) **Joint filling** – The sand used for joint filling should be finer than the bedding layer and comply with Concrete Masonry Association, PA02, Concrete Segmental Pavements. As soon as possible after compaction, dry sand for joint filling shall be broomed over the pavement and into the joints. Excess sand shall be removed as soon as the joints are filled.
- i) **Edge restraint** – Edge restraint shall be provided to withstand vehicle impact and prevent lateral movement of the paving bricks. Edge restraint can be provided by placing at least 100mm wide (preferably 250mm wide) and 100mm deep minimum cast in-situ concrete strip or precast concrete kerb along both sides of the crossover. The use of sand/cement mortar is not recommended as an edge restraint.
- j) **Kerbing** – To be in accordance with the Typical Drawings, kerb profile details. Concrete strength to be a minimum of 25 MPa @ 28 days.



### 3.5 Innovation in Construction Methods

The above recommendations do not preclude the application of innovative construction methods, such as permeable pavements or recycled materials. However, any such departures from standard design methods should be discussed with Local Government through the crossover application process.

Recycled road base manufactured from crushed demolition materials can be used as both base and subbase. The material must be in accordance with the *IPWEA/WALGA Specification for the Supply of Recycled Road Base*.

### 3.6 Schedule of Requirements

**Table 1-1 Schedule of Requirements**

Schedule of Requirements	
<b>CONCRETE</b>	
<b>Item</b>	<b>Residential</b>
Thickness	100mm
Concrete Strength Capacity @ 28 days	25 MPa / 80mm slump
<b>BLOCK PAVED</b>	
<b>Item</b>	<b>Residential</b>
Thickness of Blocks	60 mm min
Sand Bedding	25mm ± 5mm
Basecourse (crushed stone or gravel)	100mm
OR	
Basecourse - Limestone	150mm
<b>ASPHALT</b>	
<b>Item</b>	<b>Residential</b>
Asphalt	25mm
Basecourse (crushed stone or gravel)	100mm
OR	
Asphalt	40mm
Basecourse - Limestone	150mm

*Note:* Specified thicknesses assume adequate subgrade support. If weak subgrades are present then alternative pavement design measures will be required at the direction of the Local Government.



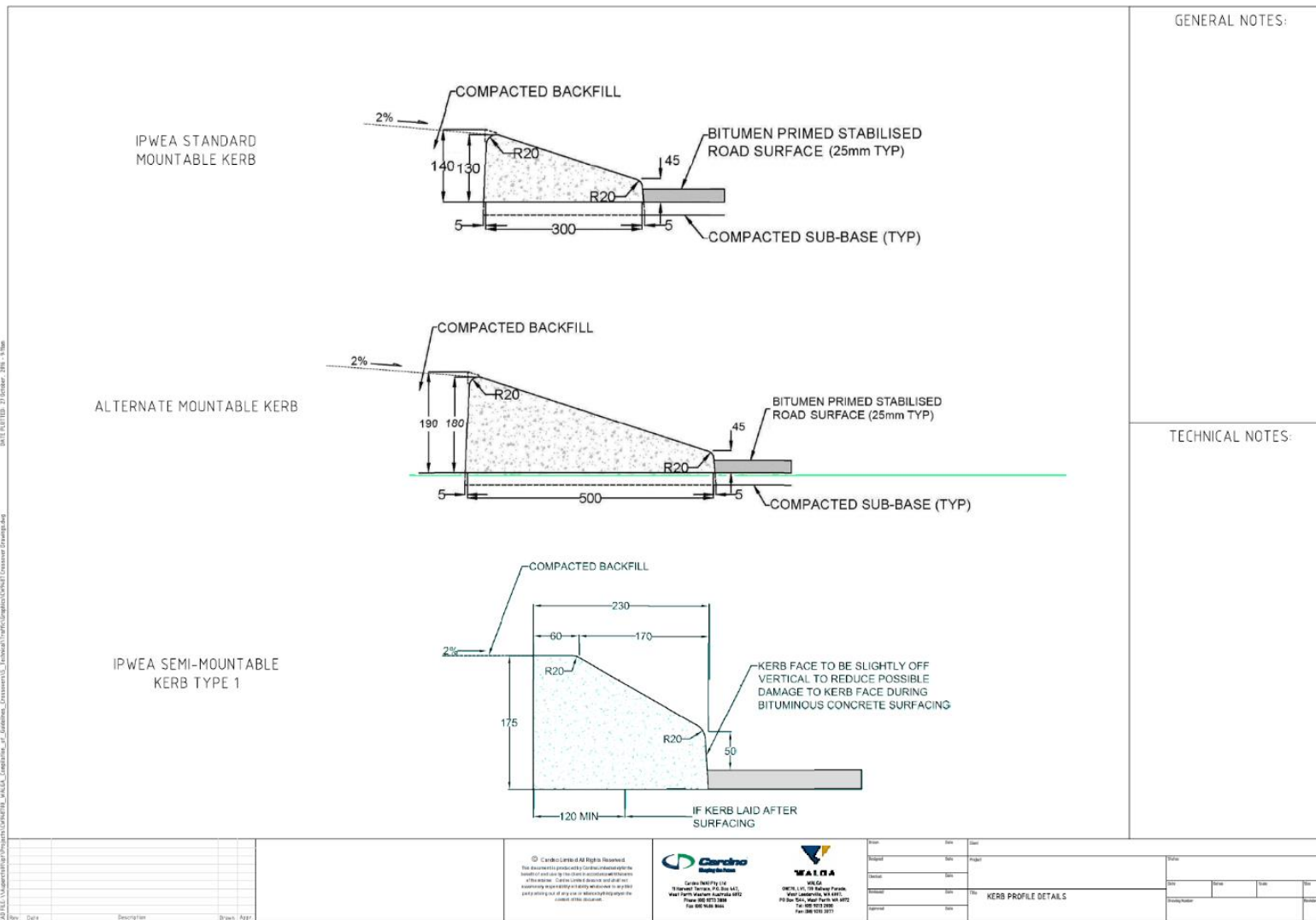
#### 4.0 Contractor Responsibilities

- a) The identification, location and protection of all services.
- b) Cut existing barrier kerbing with a concrete saw and remove without damage to pavement or remaining kerbing or services.
- c) Ensuring that a permit for the concrete works has been issued by the Local Government.
- d) Remove and dispose of all surplus material from the site and leaving the site in a clean and tidy condition at all times.
- e) Remove all formwork without damage to concrete or pavement or existing kerbing.
- f) Reinstatement of kerbing, concrete or brick paving or bituminous road surfaces to comply with Local Government specifications if damaged during the course of the works.
- g) The repair of any damage to Public Utility Service or any other thing damaged during the course of works. May require approval from Local Government or service provider prior to repair.
- h) The protection of private property from damage and the new crossover surfaces from the rain damage or vandalism.
- i) Liaison with the ratepayer to provide for access and egress and notification of intention to commence works.
- j) Maintain good public relations with the Local Government and ratepayers.
- k) Cutting of all bitumen where removal is specified.
- l) To pay all fees charged by Waste Disposal Sites in respect of excavated material.
- m) Traffic management and the safety of vehicles and pedestrians affected by the works
- n) Notification and compliance with all the requirements of the relevant local government or road authority including inspections to be completed.
- o) The construction of a standard crossover may be eligible for Local Government contribution. The amount contributed is at the discretion of the governing Local Government.





## 5.0 Typical Drawings





**BRICK PAVED CROSSOVER SECTION**

**CONCRETE CROSSOVER SECTION**

**ASPHALT/BITUMEN CROSSOVER SECTION**

**GENERAL NOTES:**

- SURFACES SHALL BE TREATED TO PROVIDE A NON-SLIP SURFACE.

**TECHNICAL NOTES:**

**SCHEDULE OF REQUIREMENTS**

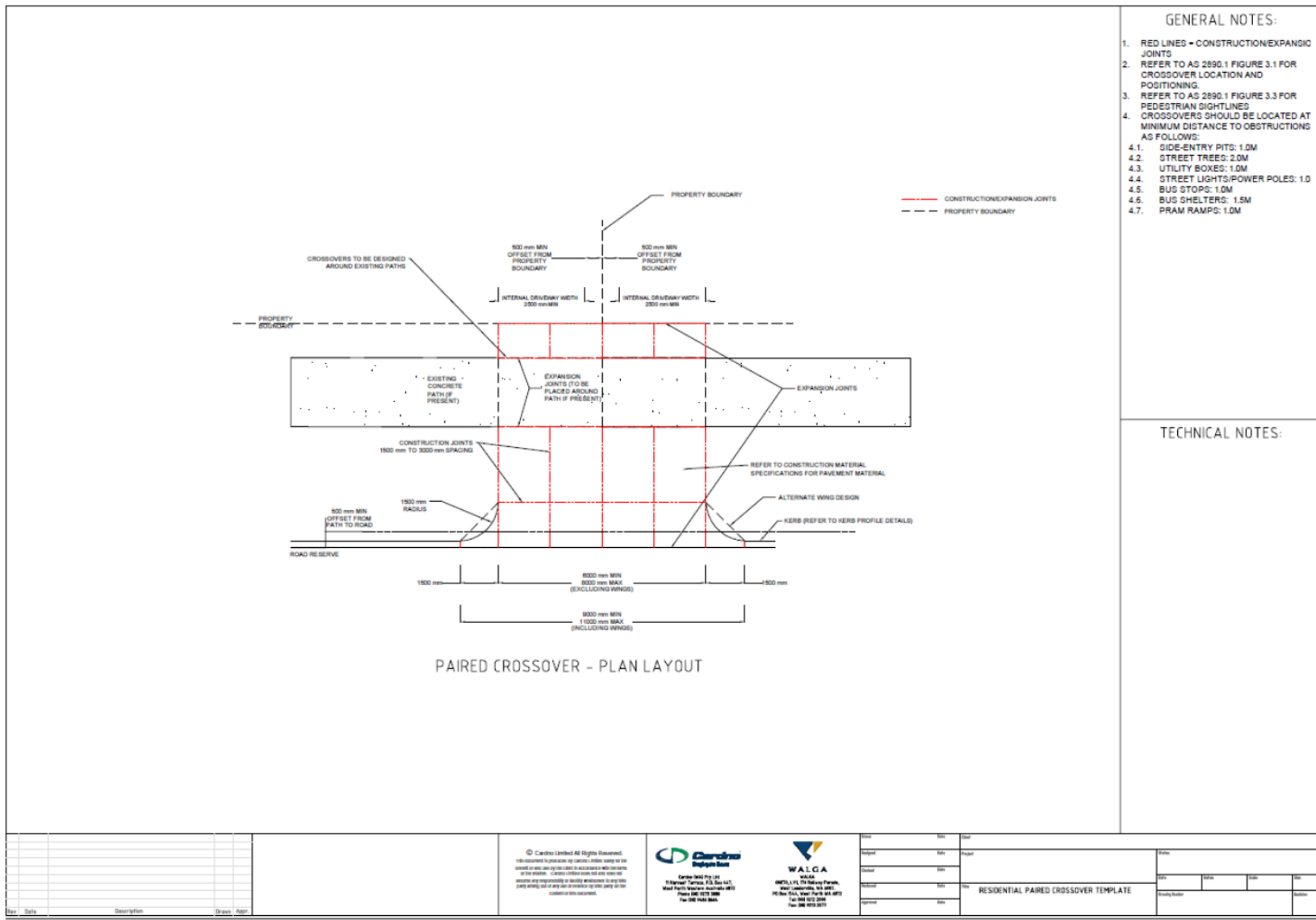
BRICK PAVED	
THICKNESS	60 - 75MM
SEND BEDDING	30MM
BASE - ROCK BASE/GRAVEL	100MM
OR	
SUB BASE - LIMESTONE	150MM
CONCRETE	
THICKNESS	100MM
STEEL REINFORCEMENT	5MM BARS X 200MM SQUARES
CONCRETE STRENGTH CAPACITY @ 28 DAYS	25 MPa / 90MM SLUM
ASPHALT	
BASE COURSE	100MM; 25MM ASPHALT
OR	
SUB BASE - LIMESTONE	150MM; 40MM ASPHALT

Rev	Date	Description

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Rev	Date	Description





Rev	Date	Description	Drawn	Appr

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Rev	Date	Description	Drawn	Appr

RESIDENTIAL PAIRED CROSSOVER TEMPLATE



## WALGA

ONE70, LV 1, 170 Railway Parade West Leederville

PO Box 1544, West Perth, WA 6872

Phone: (08) 9213 2000

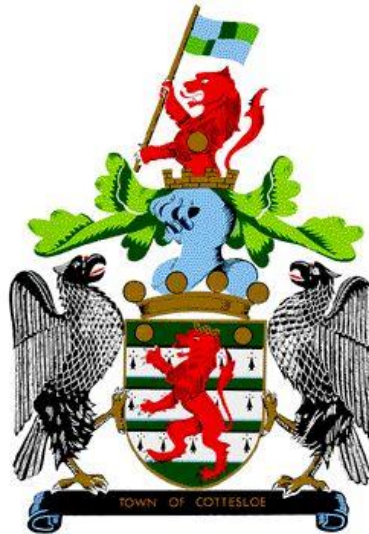
Fax: (08) 9213 2077

Email: [info@walga.asn.au](mailto:info@walga.asn.au)

Website: [www.walga.asn.au](http://www.walga.asn.au)

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# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.6A:  
WALGA BEST PRACTICE GOVERNANCE REVIEW -  
CONSULTATION PAPER MODEL OPTIONS**



# Best Practice Governance Review

## Consultation Paper – Model Options





## Contents

Item	Section	Page
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2	Governance Principles	<a href="#">5</a>
3	Options and Current Model	<a href="#">7</a>
4	Alignment to Principles	<a href="#">14</a>
5	Consultation Process and Next Steps	<a href="#">20</a>





# Best Practice Governance Review

## 1. Introduction

## INTRODUCTION

### Background

The Western Australian Local Government Association (WALGA) developed its Corporate Strategy 2020-25, and in doing so identified a key strategic priority, to undertake a Best Practice Governance Review. The objective of the review is to ensure WALGA's governance and engagement models are contemporary, agile, and maximise engagement with members.

Other drivers for the review included: misalignment between key governance documents; constitution amendments for State Councillors' Candidature for State and Federal elections; and legislative reforms for the *Local Government Act 1995*, and for the *Industrial Relations Act 1979*.

In March 2022, State Council commissioned the Best Practice Governance Review (BPGR) and established a Steering Committee to guide the Review.

The BPGR Steering Committee had five meetings between 5 May 2022 and 10 August 2022. There was wide-ranging discussion on WALGA's current governance model, the need to engage broadly with the membership, and opportunities for change. Key outputs from the BPGR Steering Committee meetings included:

- Agreement on five comparator organisations – Australian Medical Association (AMA) WA, Chamber of Commerce and Industry (CCI) WA, Chamber of Minerals and Energy (CME), Australian Hotels Association (AHA) WA and the Pharmacy Guild (PG).
- Review of governance models of Local Government Associations in other Australian States and Territories, and New Zealand.
- Drafting of governance principles that will underpin future governance models.
- Finalisation of governance principles and principle components across the domains of: **Representative, Responsive and Results Oriented**.

These activities are outlined in more detail in the Background Paper.

### This document

This document outlines:

**Principles:** The governance model principles and principle components across the domains of: Representative, Responsive and Results Oriented. The principles were endorsed at the WALGA AGM on 3 October 2022.

**Governance model options:** Presents four potential governance model options and the structure and roles associated with each option. The four options are:

- **Option 1:** Two tier model, existing zones
- **Option 2:** Board, regional bodies
- **Option 3:** Board, amalgamated zones
- **Option 4:** Member elected board, regional groups
- **Option 5:** Current model

**Alignment to principles:** Each of these options are then assessed as to whether they align with the principles and their components. The assessment considers the option and whether it meets, partially meets or does not meet the principle component. Alongside this assessment are some discussion points. An example of this relates to diversity.

Diversity is a component of the governance model being representative. Diversity here may include consideration of whether the governance model comprises an appropriate diversity of skills and experience. It also provides opportunity to consider whether the governance model provides opportunity for members of diverse backgrounds e.g. people of Aboriginal and Torres Strait Islander descent, people with Culturally and Linguistically Diverse backgrounds.

Within all the model options, direct relationship with WALGA and regional / subregional collaboration would continue to be encouraged.



# Best Practice Governance Review

## 2. Governance Principles

The following Governance Principles were endorsed by members at the 2022 AGM

	Principle	Principle component	Component description	Governance implications
Representative	WALGA unites and represents the entire local government sector in WA and understands the diverse nature and needs of members, regional communities and economies.	Composition	The composition of WALGA's governance model represents Local Government members from metropolitan and country councils.	The governing body will maintain equal country and metropolitan local government representation.
		Size	An appropriate number of members/representatives oversees WALGA's governance.	Potential reduction in the size of the overarching governing body.
		Diversity	WALGA's governance reflects the diversity and experience of its Local Government members.	Potential for the introduction of a mechanism to ensure the governance model comprises an appropriate diversity of skills and experience.
		Election Process	Considers the processes by which WALGA's governance positions are elected and appointed.	Consideration of alternative election and appointment arrangements, with the President to be elected by and from the governing body.
Responsive	WALGA is an agile association which acts quickly to respond to the needs of Local Government members and stakeholders.	Timely Decision Making	WALGA's governance supports timely decision making.	WALGA's governance model facilitates responsive decision making.
		Engaged Decision Making	WALGA's Local Government members are engaged in decision making processes.	WALGA's governance model facilitates clear and accessible processes for Local Government members to influence policy and advocacy with consideration to alternatives to the existing zone structure.
		Agility	Considers the flexibility of WALGA's governance to adapt to changing circumstances.	WALGA's governance model is agile and future proofed for external changes.
Results Oriented	WALGA dedicates resources and efforts to secure the best outcomes for Local Government members and supports the delivery of high-quality projects, programs and services.	Focus	Considers the clarity and separation of responsibilities and accountabilities of WALGA's governance.	Governance bodies have clearly defined responsibilities and accountabilities, with the capacity to prioritise and focus on strategic issues.
		Value Added Decision Making	Facilitates opportunities for value to be added to decision making.	Adoption of best practice board processes, and introduction of governance structures that are empowered to inform decisions.
		Continuous Improvement	Considers regular review processes for components of the governance model, their	WALGA's governance is regularly reviewed every 3 to 5 years to ensure the best outcomes are achieved for Local Government


















# Best Practice Governance Review

## 3. Options and Current Model

# Options and Current Model

Five options, including the Current Model, with details of each of their key governance bodies




Option 1 – Two tier model, existing Zones	Option 2 – Board, Regional Bodies	Option 3 – Board, Amalgamated Zones	Option 4 – Member elected Board, Regional Groups	Option 5 – Current Model
 <p><b>Board</b> (11 members) 8 elected from Policy Council, incl. Board elected President Up to 3 independents</p>	 <p><b>Board</b> (11 members) 8 elected from Regional Bodies, incl. Board elected President Up to 3 independents</p>	 <p><b>Board</b> (15 members) 12 elected from Zones, incl. Board elected President Up to 2 independents</p>	 <p><b>Board</b> (11 members) 8 elected via direct election, incl. Board elected President Up to 3 independents</p>	 <p><b>State Council</b> (25 members) 24 State Councillors 1 President</p>
 <p><b>Policy Council</b> (25 members) 24 members plus President</p>	 <p><b>Regional Bodies</b> (4 metro, 4 country)</p>	 <p><b>Zones</b> (6 metro, 6 country)</p>	 <p><b>Policy Teams / Forums / Committees</b></p>	 <p><b>Zones</b> (5 metro, 12 country)</p>
 <p><b>Zones</b> (5 metro, 12 country)</p>	 <p><b>Policy Teams / Forums / Committees</b></p>	 <p><b>Policy Teams / Forums / Committees</b></p>	 <p><b>Regional Groups</b></p>	 <p><b>Policy Teams / Forums / Committees</b></p>



# Option 1 – Two Tier Model, Existing Zones

A description of the governance body structure and role for Option 1



Governance Body	Structure	Role
 <p><b>Board</b></p>	<p>11 members: 8 representative members elected from and by the Policy Council (4 Metro, 4 Country). The Board then elect the President from the representative members. The Board will appoint up to 3 independent, skills or constituency directors.</p>	<p>Meet 6 times per year. Responsible for governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy priorities, employment of CEO, etc.</p>
 <p><b>Policy Council</b></p>	<p>24 members plus President. Members elected by and from the Zones (12 from 5 Metro Zones, 12 from 12 Country Zones).</p>	<p>Meet at least 2 times per year to contribute to policy positions and advocacy for input into Board, and to liaise with Zones on policy and advocacy. The Policy Council can form Policy Teams, Policy Forums and Committees, which would have responsibility for specific functions, such as policy development.</p>
 <p><b>Zones</b></p>	<p>5 Metro, 12 Country.</p>	<p>Meet at least 2 times per year to raise policy issues, elect representatives to the Policy Council, and undertake regional advocacy and projects as directed by the Zone.</p>





## Option 2 – Board, Regional Bodies

A description of the governance body structure and role for Option 2



### Governance Body

### Structure

### Role



#### Board

11 members: 8 representative members elected from and by the Regional Bodies (4 Metro, 4 Country). The Board then elect the President from the representative members. The Board will appoint up to 3 independent, skills or constituency directors.

Meet 6 times per year responsible for governance of WALGA including strategy, financial oversight, policy development, advocacy priorities, employment of CEO, etc.



#### Regional Bodies

Metro: North, South, East and Central.

Country: Mining & Pastoral, Agricultural, Peel/South West/Great Southern, Regional Capitals.

*Note: Local Governments can nominate their preferred regional body, with membership of the regional bodies to be determined by the board.*

Meet at least 2 times per year to contribute to policy development and advocacy, and to elect Board members (1 from each of the Metro Regional Bodies and 1 from each of the Country Regional Bodies).



#### Policy Teams / Forums / Committees




Membership drawn from the Board and Regional Bodies with some independent members.

Responsible for specific functions – such as policy development – as determined by the Board.






## Option 3 – Board, Amalgamated Zones

A description of the governance body structure and role for Option 3

Governance Body	Structure	Role
 <b>Board</b>	<p>15 members: 12 elected from the Zones (6 from Metro/Peel, 6 from Country). President to be elected by the Board. The Board will appoint up to 2 independent, skills or constituency directors.</p>	<p>Meet 6 times per year. Responsible for the governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy priorities, employment of CEO, etc.</p>
 <b>Zones</b>	<p>Metro/Peel:</p> <ul style="list-style-type: none"> <li>• Central Metropolitan</li> <li>• East Metropolitan</li> <li>• North Metropolitan</li> <li>• South Metropolitan</li> <li>• South East Metropolitan</li> <li>• Peel</li> </ul> <p>Country*:</p> <ul style="list-style-type: none"> <li>• Wheatbelt South</li> <li>• Wheatbelt North</li> <li>• Mid West / Murchison / Gascoyne</li> <li>• Pilbara / Kimberley</li> <li>• South West / Great Southern</li> <li>• Goldfields / Esperance</li> </ul> <p><i>*indicative, re-drawing required</i></p>	<p>Meet at least 2 times per year to contribute to policy development and advocacy, and to elect Board members.</p>
 <b>Policy Teams / Forums / Committees</b>	<p>Membership drawn from Board with some independent members.</p>	<p>Responsible for specific functions – such as policy development – as determined by the Board.</p>

## Option 4 – Member Elected Board, Regional Groups




A description of the governance body structure and role for Option 4

Governance Body	Structure	Role
 <p><b>Board</b></p>	<p>11 members: 8 representative members elected via direct election, with each member Local Government to vote (4 elected by and from Metropolitan Local Governments, 4 elected by and from Country Local Governments). President elected by the Board from among the representative members. The Board will appoint up to 3 independent, skills or constituency directors.</p>	<p>Meet 6 times per year and responsible for governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy priorities, employment of CEO, etc.</p>
 <p><b>Policy Teams / Forums / Committees</b></p>	<p>Membership drawn from Board with some independent members.</p>	<p>Meet at least 2 times per year. Responsible for specific functions – such as contributing to policy development – as determined by the Board.</p>
 <p><b>Regional Groups</b></p>	<p>Determined by members to suit needs. E.g. Regional Capitals, GAPP, VROCs, CEO Group, existing Zones.</p>	<p>Feed into policy development processes and undertake advocacy and projects as determined by the groups.</p>

## Option 5 – Current Model

A description of the governance body structure and roles for the Current Model



Governance Body	Structure	Role
 <b>State Council</b>	24 members plus the President. Members elected by and from the Zones (12 from 5 Metropolitan Zones, 12 from 12 Country Zones).	Responsible for the governance of WALGA including strategy, financial oversight, policy development and endorsement, advocacy, employment of CEO, etc.
 <b>Zones</b>	5 Metro, 12 Country.	Consider the State Council Agenda, elect State Councillors, and undertake regional advocacy / projects as directed by the Zone.
 <b>Policy Teams / Forums / Committees</b>	Membership drawn from State Council with some independent members.	Responsible for specific functions – such as contributing to policy development, financial oversight etc. – as determined by State Council.








# Best Practice Governance Review


## 4. Alignment to Principles

Option 1 and its alignment to the principles


<p><b>Option 1 – Two tier model, existing Zones</b></p>	<p><b>Principle &amp; component</b></p>	<p><b>Principle alignment (Meets, partial, does not meet)</b></p>	<p><b>Discussion points</b></p>
<p> <b>Board (11 members)</b> 8 elected from Policy Council, incl. Board elected President Up to 3 independents</p>	<p><b>Representative</b> Composition</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> </ul>
<p> <b>Policy Council (25 members)</b> 24 members plus President</p>	<p>Size</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board is smaller</li> </ul>
<p> <b>Zones (5 metro, 12 country)</b></p>	<p>Diversity</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
	<p>Election Process</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board to be elected from Policy Council</li> </ul>
	<p><b>Responsive</b> Timely Decision Making</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	<p>Engaged Decision Making</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board meetings are not dependent on other governing body meetings</li> </ul>
	<p>Agility</p>	<p>Partial</p>	<ul style="list-style-type: none"> <li>Board is future-proofed from external changes</li> <li>Zone structures still underpin Council</li> </ul>
	<p>Focus</p>	<p>Partial</p>	<ul style="list-style-type: none"> <li>Prioritisation and focus may be a challenge</li> </ul>
	<p><b>Results Oriented</b> Value Added Decision Making</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	<p>Continuous Improvement</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board would be responsible for ongoing reviews of governance body roles in consultation with members</li> </ul>

Option 2 and its alignment to the principles


**Option 2 –  
Board, Regional  
Bodies**

 **Board (11 members)**  
8 elected from Regional Bodies, incl. Board elected President  
Up to 3 independents

---

 **Regional Bodies (4 metro, 4 country)**

---


 **Policy Teams / Forums / Committees**

	Principle & component	Principle alignment (Meets, partial, does not meet)	Discussion points
<b>Representative</b>	Composition	Meets	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> <li>How to establish regional body membership is a consideration</li> </ul>
	Size	Partial	<ul style="list-style-type: none"> <li>Board is smaller</li> <li>Number of regional bodies is a consideration</li> </ul>
	Diversity	Meets	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
<b>Responsive</b>	Election Process	Meets	<ul style="list-style-type: none"> <li>Board election from regional bodies</li> </ul>
	Timely Decision Making	Meets	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>Board meetings are not dependent on regional body meetings</li> </ul>
	Agility	Meets	<ul style="list-style-type: none"> <li>Board and regional bodies are future proofed from external changes</li> </ul>
<b>Results Oriented</b>	Focus	Partial	<ul style="list-style-type: none"> <li>There may be challenges defining accountabilities and responsibilities of regional bodies</li> </ul>
	Value Added Decision Making	Meets	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>Board will be responsible for ongoing reviews of governing body roles in consultation with members</li> </ul>




Option 3 and its alignment to the principles

**Option 3 – Board, Amalgamated Zones**




**Board**  
(15 members)  
12 elected from Zones, incl. Board elected President  
Up to 2 independents

---



**Zones**  
(6 metro, 6 country)

---






**Policy Teams / Forums / Committees**

Principle & component		Principle alignment (Meets, partial, does not meet)	Discussion points
<b>Representative</b>	Composition	Partial	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> <li>There may be composition challenges for amalgamated zones</li> </ul>
	Size	Partial	<ul style="list-style-type: none"> <li>Board is smaller</li> <li>Amalgamation of zones to 12 in total</li> </ul>
	Diversity	Meets	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
<b>Responsive</b>	Election Process	Meets	<ul style="list-style-type: none"> <li>Board election from zones</li> </ul>
	Timely Decision Making	Meets	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>Board meetings are aligned to zone meetings</li> </ul>
	Agility	Meets	<ul style="list-style-type: none"> <li>Board is future proofed from external changes</li> </ul>
	Focus	Partial	<ul style="list-style-type: none"> <li>Prioritisation and focus may be a challenge</li> </ul>
<b>Results Oriented</b>	Value Added Decision Making	Meets	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>The Board would be responsible for ongoing reviews of governance body roles in consultation with members</li> </ul>





Option 4 and its alignment to the principles

<p><b>Option 4 – Member elected Board, Regional Groups</b></p>	<p><b>Principle &amp; component</b></p>	<p><b>Principle alignment (Meets, partial, does not meet)</b></p>	<p><b>Discussion points</b></p>
 <p><b>Board (11 members)</b> 8 elected via direct election, incl. Board elected President Up to 3 independents</p>	<p><b>Representative</b></p> <p>Composition</p>	<p>Partial</p>	<ul style="list-style-type: none"> <li>Board will have equal metropolitan and country membership</li> <li>Membership of regional groups dynamic and ad hoc</li> </ul>
 <p>Policy Teams / Forums / Committees</p>	<p>Size</p>	<p>Partial</p>	<ul style="list-style-type: none"> <li>Board is smaller</li> </ul>
 <p>Regional Groups</p>	<p>Diversity</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Consideration of appointment processes for independent members</li> </ul>
	<p>Election Process</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board election from a general meeting</li> </ul>
	<p><b>Responsive</b></p> <p>Timely Decision Making</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	<p>Engaged Decision Making</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board meetings are not dependent on policy teams / regional group meetings</li> </ul>
	<p>Agility</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board is future-proofed from external changes</li> </ul>
	<p>Focus</p>	<p>Partial</p>	<ul style="list-style-type: none"> <li>Policy teams / Regional Group meetings to influence priorities</li> </ul>
	<p><b>Results Oriented</b></p> <p>Value Added Decision Making</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Best practice board approaches will be adopted</li> </ul>
	<p>Continuous Improvement</p>	<p>Meets</p>	<ul style="list-style-type: none"> <li>Board would be responsible for ongoing reviews of governing body</li> </ul>

Current model and its alignment to the principles

**Option 5 –  
Current Model**

 **State Council**  
(25 members)  
24 State Councillors  
1 President

---

 **Zones**  
(5 metro,  
12 country)

---

 **Policy Teams  
/ Forums /  
Committees**

Principle & component	Principle alignment (Meets, partial, does not meet)	Discussion points	
<b>Representative</b>	Composition	Meets	<ul style="list-style-type: none"> <li>State Council has equal metropolitan and country membership</li> </ul>
	Size	Partial	<ul style="list-style-type: none"> <li>State Council will retain 25 members</li> </ul>
	Diversity	Partial	<ul style="list-style-type: none"> <li>No control of diversity of State Council</li> </ul>
<b>Responsive</b>	Election Process	Meets	<ul style="list-style-type: none"> <li>State Council election from zones</li> </ul>
	Timely Decision Making	Partial	<ul style="list-style-type: none"> <li>Meeting frequency aligned to governing body roles</li> </ul>
	Engaged Decision Making	Meets	<ul style="list-style-type: none"> <li>State Council meetings are aligned to zone meetings</li> </ul>
	Agility	Partial	<ul style="list-style-type: none"> <li>State Council is not future proofed from external changes</li> </ul>
<b>Results Oriented</b>	Focus	Partial	<ul style="list-style-type: none"> <li>Prioritisation and focus may remain a challenge</li> </ul>
	Value Added Decision Making	Partial	<ul style="list-style-type: none"> <li>Best practice board approaches will not be adopted</li> </ul>
	Continuous Improvement	Meets	<ul style="list-style-type: none"> <li>State Council would continue to be responsible for ongoing reviews of governance body roles in consultation with members</li> </ul>





# Best Practice Governance Review

## 5. Consultation Process and Next Steps

# WALGA Best Practice Governance Review

Consultation Process and Next Steps

## Consultation Process

### Council Position

Member Local Governments are asked to consider this paper and the governance model options put forward and provide a Council endorsed position to WALGA.

It is suggested that Councils endorse a preferred model (which could be the Current Model) and provide a ranking in terms of an order of preference.

Submissions to WALGA are sought by **23 December 2022**.

### Supplementary Market Research

An independent market research company has been engaged to ascertain insights from Elected Members and Chief Executive Officers about WALGA's governance model. Qualitative interviews and a quantitative survey will be undertaken to supplement Council positions.

### Workshops and Forums

Requests for presentations on the work undertaken by the Steering Committee and the model options, as well as facilitation of workshops and discussions will be accommodated where practicable.

## Next Steps

### Timetable

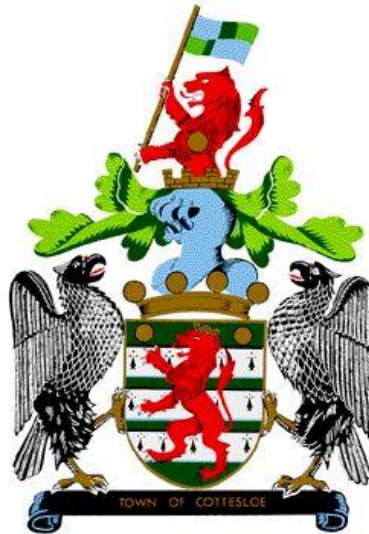
- Consultation and engagement with Members on this paper and governance model options will be undertaken from October 2022 until 23 December 2022.
- The Steering Committee will consider the outcomes of the consultation process during January 2023.
- A Final Report with a recommended direction will be the subject of a State Council Agenda item for the March 2023 State Council meeting.



# Thank you

For more information, visit our [website](#) or contact Tim Lane, Manager Association and Corporate Governance, at [tlane@walga.asn.au](mailto:tlane@walga.asn.au) or 9213 2029.

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.6B:  
WALGA BEST PRACTICE GOVERNANCE REVIEW -  
BACKGROUND PAPER**



# Best Practice Governance Review

## Background Paper



## Contents

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1	Background, Approach and Timeline	<a href="#">3</a>
2	Jurisdictional Analysis	<a href="#">6</a>
3	Comparator Organisations	<a href="#">9</a>
4	Governance Principles	<a href="#">17</a>







# Best Practice Governance Review

## 1. Background, Approach and Timeline

## Background and Approach

background and approach that led to the development of the governance principles for the Best Practice Governance Review.

### Background

The Western Australian Local Government Association (WALGA) developed its Corporate Strategy 2020-25, and in doing so identified a key strategic priority, to undertake a Best Practice Governance Review. The objective of the review is to ensure WALGA's governance and engagement models are contemporary, agile, and maximise engagement with members. Other drivers for the review included:

- Misalignment between key governance documents; Constitution, Corporate Governance Charter, State Council Code of Conduct, and Standing Orders – stemming from varying amendments.
- State Council's 3 September 2021 resolution requesting amendment to the Constitution to "deal with matters related to State Councillors' Candidature for State and Federal elections".
- Proposed legislative reforms to remove WALGA from being constituted under the *Local Government Act 1995 (WA)*.
- Constitutional requirements for WALGA to become a registered organisation under the *Industrial Relations Act 1979 (WA)*, which would enable WALGA to make applications in its own right to the Western Australian Industrial Relations Commission

In March 2022 State Council commissioned the Best Practice Governance Review (BPGR) and established a Steering Committee to guide the Review.

The BPGR Steering Committee had its first meeting on 5 May 2022. There was wide-ranging discussion on WALGA's current governance model, the need to engage broadly with the membership, and opportunities for change. At the meeting, five comparator organisations were identified to be used in a governance model comparative analysis. Steering Committee meetings 2 to 5 had a focus on the development of governance model principles.

### This document

This document presents the key insights from the jurisdictional and comparator organisation analysis that supported the development of the governance principles. The final section presents the endorsed governance principles.

**Jurisdictional Analysis** – This section compares WALGA to equivalent jurisdictional associations (e.g. LGASA). This provides key insights into the size and election processes of WALGA compared to equivalent associations.

**Comparator Organisations** – This section compares WALGA's governance arrangements to five comparator organisations that were agreed at the BPGR Steering Committee meeting 1. This provides key insights into the size, election processes and recent governance changes of these five comparator organisations.

**Governance Model Principles** – The governance model principles were developed through BPGR Steering Committee meetings 2 to 5. This provides a structure for understanding how the current governance model of WALGA and any future governance model aligns to these principles.

The following slide outlines the timeline of key events and meetings that formed part of the BPGR.



# Timeline

Timeline of key events with a focus on the BPGR Steering Committee meetings throughout May to August 2022

## WALGA Corporate Strategy 20-25

In 2019, a five-year Corporate Strategy was developed and confirmed that a governance model is key to delivery of the strategy. Following 20 Local and State Government leaders informed the strategy.

**Stakeholder Engagement Project, GRA Partners, 2021**  
45 responses received from Federal and State Government and Opposition.

**Commissioning of Best Practice Governance Review**  
In March 2022, WALGA commissioned PwC to support the BPGR Project.

**First BPGR Steering Committee meeting held**  
On 22 May 2022, the first meeting of the BPGR Steering Committee identified five comparator organisations for the Review.

**Third BPGR Steering Committee meeting held**  
On 28 June 2022, an options paper was reviewed.

**State Council updated**  
On 3 August 2022, an update on the BPGR was provided to State Council.

**Principles shared**  
In September 2022 agreement on the next steps for sharing the principles with Local Government members.



**2019 Governance review**  
A governance review is undertaken in 2019 that led to numerous process changes.

**WALGA Stakeholder Engagement Project, Marketforce 2021**  
105 survey responses and 42 interviews were facilitated across 95 Local Governments.

**State Council Performance Assessment, 2020**  
17 survey responses and comments received from State Councillors.

**Second BPGR Steering Committee meeting held**  
On 8 June 2022, the initial draft of comparator organisations was presented and assessment criteria was identified.

**Fourth BPGR Steering Committee meeting held**  
On 18 July 2022, core principles were decided to guide the BPGR.

**Fifth BPGR Steering Committee meeting held**  
On 10 August 2022, core principles for the BPGR were finalised.





# Best Practice Governance Review

## 2. Jurisdictional Analysis

## Analysis: Jurisdictional equivalents to WALGA

Jurisdictional equivalents of WALGA have been analysed according to their size and election methods.

### Background

Prior to the BPGR Project commencing in March 2022, work was undertaken to understand governance arrangements in other jurisdictions. The focus of this work was on associations from other Australian states, as well as New Zealand.

The full list of associations are:

- Local Government NSW (LGNSW)
- Municipal Association Victoria (MAV)
- Local Government Association of Tasmania (LGAT)
- Local Government Association of South Australia (LGASA)
- Local Government Association of Queensland (LGAQ)
- Local Government Association of Northern Territory (LGANT)
- Local Government Association of New Zealand (LGNZ)

The assessment of these associations focused on providing insights into the following domains:

- **Size of Board:** How many board members are there in comparison to the 25 WALGA board members?
- **Method of Election of President:** How is the President elected to the board?
- **Method of Election of Board Members:** How are board members elected?

### Key Insights

Key insights following the comparison of WALGA to equivalent associations are outlined below:

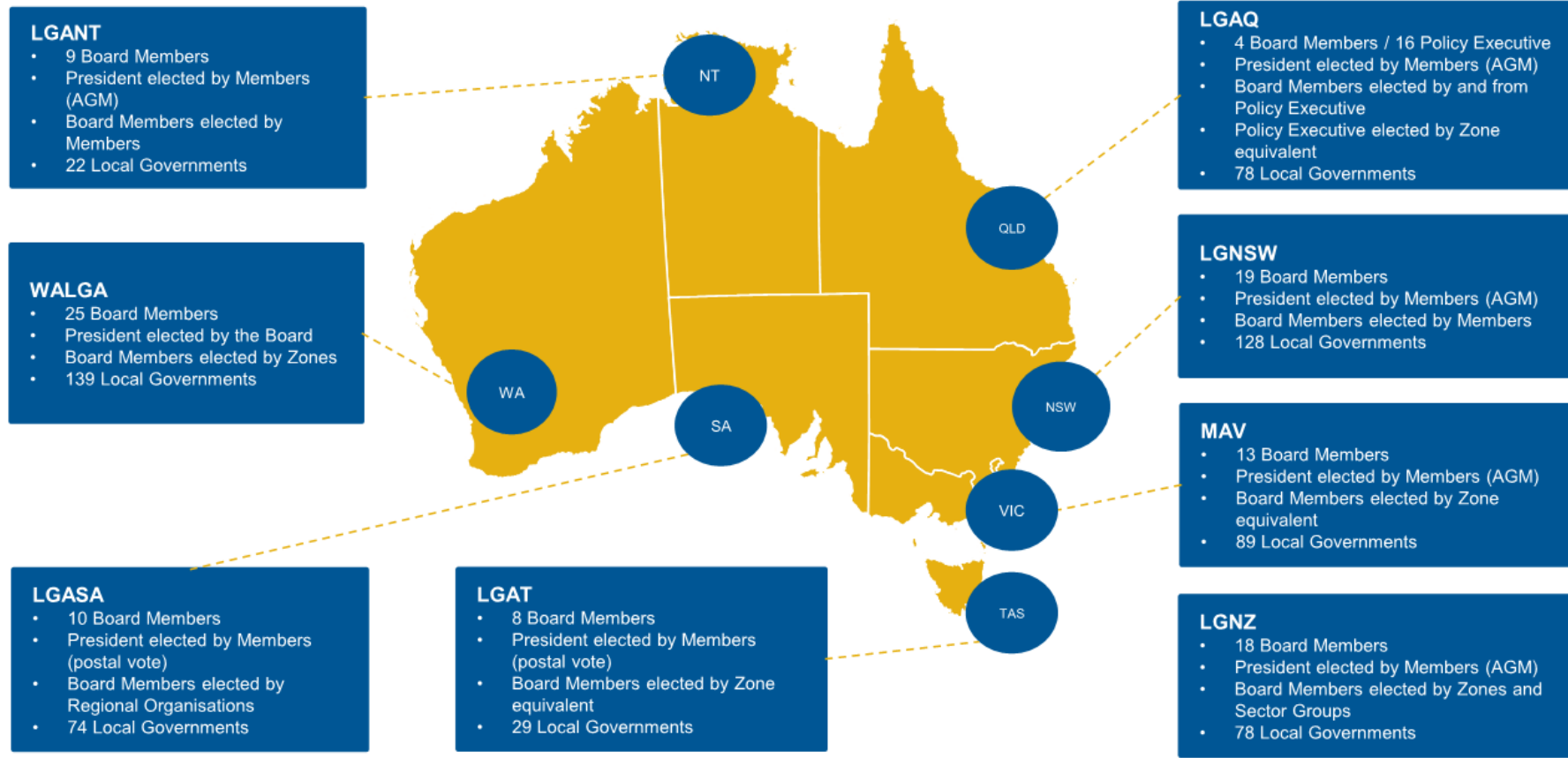
- **Size of Board** – while WALGA's board (State Council) contains the largest number of representatives, it can be seen that boards of Local Government Associations tend to be relatively large. The average board size (using Queensland's policy executive, not board) is 15.4.
- **Method of Election of President** – WALGA is an outlier: all other Presidents are elected directly by the membership. Perhaps this is a reflection of the prevalence of Council elected Mayors and Presidents in WA.
- **Method of Election of Board Members** – The majority of associations use regional groupings (equivalent to our Zones) to elect board members. The New Zealand hybrid model of electing representatives from geographic zones and sector groups (metro, provincial, rural, regional) is of interest.

The following slide presents this information for each of the seven associations.



# Summary: Jurisdictional equivalents to WALGA

Summary of jurisdictional analysis of WALGA equivalents in relation to their Board membership, election methods and number of Local Governments.





# Best Practice Governance Review

## 3. Comparator Organisations

## Comparator organisations

Comparison of WALGA's governance model to the governance models of five comparator organisations.

### Background

The BPGR Steering Committee had its first meeting on the 5 May 2022. There was wide-ranging discussion on WALGA's current governance model, the need to engage broadly with the membership, and opportunities for change.

At the meeting, five comparator organisations were identified to be used in a governance model comparative analysis. The organisations were selected on the basis of their similarity to WALGA as WA member-based peak industry organisations.

The selected organisations were: Australian Medical Association (AMA) WA, Chamber of Commerce and Industry (CCI) WA, Chamber of Minerals and Energy (CME), Australian Hotels Association (AHA) WA and Pharmacy Guild (PG) WA Branch.

### Process

WALGA supplied a range of background documents to assist in undertaking the initial desktop comparison. This included the Constitution, Corporate Governance Charter, Corporate Strategy 2020-2025, Standing Orders, Elected Member Prospectus, Flow Chart – WALGA Zone and State Council Process, Final Report – State Councils and Zone Structure and Process Working Group.

The documentation used for the comparator organisations were typically the:

- Constitution – which serves as the instrument for establishment of the association;
- Annual reports – which contains information about an association's performance over a 12-month period; and
- Organisational website – which may outline the structure and current composition of the board, council and the leadership team of the organisations.

Interviews were successfully arranged with three of the five organisations. They were AMA WA, CCI WA and CME WA. The document analysis and interviews provided insights into the size, election methods and recent changes within these organisations.

### Key insights

Key insights through the comparison of WALGA to the five comparator organisations are outlined below:

- **Size of Board** – WALGA's board (State Council) was larger than all other comparator organisation's boards.
- **Election methods** – election methods varied across the comparator organisations but many involved election through the membership.
- **Change** – three of the five organisations had recently undergone changes or reviews of their governance structures. There were a range of drivers for this change including: to increase the decision making ability of the board; to use specific working groups to focus on specific topics of interest and to increase representativeness of specific groups (e.g. Aboriginal and Torres Strait Islanders).

The following slide presents summary information on the size and election methods of the five comparator organisations. This is then followed by more detailed background into each organisation, their governance structure and any outcomes from conversations with these organisations.



## Summary: Governance structure analysis

/ALGA's governance structure was analysed in comparison to five comparator organisations

Organisational Comparisons	Number of Board Members	President Elected by	Board Members elected by
<b>WA Local Government Association (WALGA)</b>	25	The Board	Zones
<b>Australian Medical Association (AMA)</b>	9	AMA WA Members	Members of the Association
<b>Chamber of Commerce and Industry WA (CCIWA)</b>	7 to 10	The Board	<ul style="list-style-type: none"> <li>Up to 12 elected by Members</li> <li>Up to 8 appointed by the Board</li> <li>Up to 8 appointed by the Council</li> </ul>
<b>Chamber of Minerals and Energy (CME)</b>	6 to 11	Ordinary Members	Executive Councillors
<b>Australian Hotels Association (AHA) WA</b>	17	The Branch Committee of Management	The Branch Committee of Management
<b>Pharmacy Guild (PG) – WA branch</b>	16 to 22	The Branch	Financial Members from the same region as the Branch

Note: The Council, Branch, or Board chosen from the organisations above were chosen for how appropriate their structure is as a comparison to the WALGA State Council.



## Organisational Analysis: Australian Medical Association (AMA) WA

With over 5,000 members, the AMA (WA) is the largest independent professional organisation for medical practitioners and medical students in the State. Total revenue and other income for AMA nationally in 2020 was reported as \$21,928,000.

### Organisational Information

The AMA (WA) Board was created in 2017 and is comprised of the President, Immediate Past President, two Vice Presidents and five members of Council who are elected to sit on the Board (9 in total).

The AMA (WA) Council consists of four office bearers (President, Immediate Past President, two Vice Presidents). Additionally, there are the Specialty Group Representatives (e.g. General practice, surgery); Practice Group Representatives (e.g. rural doctors, public hospital doctors); Ordinary Council Members; and, Co-opted Council Members. Majority of the representatives and members represent their specialty (e.g. anaesthetics) or group of representative (e.g. medical student society).

The AMA Federal Council meets quarterly and is the AMA's main policy-making body. It is a forum to identify and debate emerging issues of relevance to the membership. The Federal Council's primary role is to: Form the policy of the AMA; Propose changes to existing policy; and Elect representatives to roles and committees. There is one State and one Area nominee from WA on the Federal Council.

The Leadership team consists of seven staff. CEO, CFO, COO, General Manager Training and Recruitment, Operations Manager, General Manager Financial Services and an HR manager.

### Governance Structure\*

The Board comprises of approximately 9 members.

The Board focuses on governance, managing the Association's conduct and business, and ensuring conformity with the constitution.

The Board may increase or decrease the number of Advisory Council members as needed. However, it currently has 4 members.

The General Council focuses on advocacy, policy making, and representation of the association.

The Board and Council is also supported by Specialty Group Representatives, Practice Group Representatives, Ordinary Council Members, and Co-Opted Council Members.

### Outcomes of Organisation Discussion

- **Governance Review:** The 2020 annual report mentions that an organisation-wide review was undertaken with the transformation in the process of being implemented until March 2020 (COVID).
- **Representation:** It is more important to restrict the number of Board members than Councillors. Board members are involved in making policy and governance decisions, requiring a greater decision-making capability; Councillors are more involved in stakeholder engagement and solving specific issues through working groups, therefore Council size has less impact to efficiency and effectiveness of the model.
- **Engagement:** The president is the spokesperson when it comes to policy issues. Councillors represent the views of Specialty Groups, Practice Groups, and the medical profession as a whole.
- **Feedback on the current model:** Board members have previously taken the role because they are passionate, but do not necessarily have the right expertise, resulting in poor governance. Board members who have leadership and governance experience have proven to be effective in the updated model. The Board would benefit from an independent audit partner and increased diversity in specialty, a simplified purpose of the Board and Council Advisory, and a reduced number of meetings each year.

*\*The AMA WA Constitution does not specify the number of Board or Council members. Member numbers are indicative and have been taken from the current Board & Council*

## Organisational Analysis: Chamber of Commerce and Industry (CCI) WA

CCIWA is a not-for-profit member organisation providing information, professional services and support for businesses in Western Australia, with over 10,000 WA members. Total revenue and other income for 2021 was reported as \$34,270,130.

### Organisational Information

The CCIWA operates as a company limited by guarantee. This came into effect on 11 January 2019. The change in status means that CCIWA is now incorporated under the *Corporations Act 2001* (Cth) rather than the State legislation covering incorporated associations.

Based on the constitution, the number of board members can be between 9-12 (including President & Vice President). The current board has only 6 members including the President and Vice President.

There is a General Council. The constitution states that Councillors can be up to certain numbers depending on who they were elected by. The resulting effect is a council that does not have consistent numbers of members and does not need to fill all positions. This is unlike WALGA's governance model where representatives are elected by zones.

The Board is responsible for the sound governance of the organisation, whereas the General Council provides input to the organisation's policy; provides advice to the Board; acts as a point of interface; elects and appoints Council Elected Directors; and passes resolutions relating to specific handling of assets and raising and borrowing funds.

### Governance Structure

The Board comprises of 9 – 12 members.

The Board focuses on strategic priorities, financial performance and compliance issues.

The General Council consists of up to 28 Councillors.

The General Council focuses on developing and being spokespersons on public policy frameworks and positions.

The governance structure is supported by bespoke working groups, formed from Councillors as relevant for specific strategic and policy issues.

### Outcomes of Organisation Discussion

- **Governance Review:** CCIWA conducted a review of their 2018 Constitution, resulting in changes contained in the 2021 Constitution, including: The governance model was revised to increase the decision-making capability of the board; The structure of the General Council was determined to be too generic causing low Councillor attendance. After the review, Councillors were split into bespoke working groups for specific policy issues for the upcoming 12-month period. This resulted in higher councillor attendance, than the previous governance model.
- **Representation:** In the new revision of the constitution, two new types of Councillors were included to increase representation for their respective groups. Future Leader Councillors, from members of University business schools; and First Nations Business Councillors, elected from First Nations Members.
- **Feedback on the current model:** In the current governance model, when a board member leaves, a temporary team member is appointed since board members can only be elected in general meetings.



# Organisational Analysis: The Chamber of Minerals and Energy (CME) WA

CME WA is the peak resources sector representative body in Western Australia whose member companies generate 95% of all mineral and energy production and employ 80% of the sector's workforce in the State.

## Organisational Information

The Corporate Governance Charter (Charter) provides guidance on the respective roles, responsibilities and authorities of members of the Executive Council (Executive Councillors) and members of the Advisory Board (Advisory Board Members) in setting the direction, management and control.

The number of Vice Presidents is determined by the Executive Council, the constitution contains no limit on the number of Vice Presidents and so the number of Vice Presidents is excluded from the diagram to the right.

Executive Councillors are elected by Ordinary Members, and there can be no less than 10.

The Role of the Advisory Board is to act as a traditional board providing strategic oversight on behalf of the Chamber. Key interface with the Executive Management Team on organisational matters, including strategy, operating accounts, governance and risk.

## Governance Structure

Advisory Board comprises of 5-10 members.

The Advisory Board provides strategic oversight and acts as the key interface with the Executive Management team on strategy, operating accounts, governance and risk.

Executive Council (10+ members).

The Executive Council most senior interface to guide and prioritise the agenda of the Chamber and its respective committees and holds final decision-making authority re: annual financial reports/statements.

The governance structure is supported by committees including bespoke working groups, appointed by Executive Council as relevant for specific strategic and policy issues.

## Outcomes of Organisation Discussion

- **Governance Review:** CME recently engaged in a governance review. In April 2020, CME put in place a governance charter. This codified processes and structures, clarified lines of accountability and included a director's code of conduct.
- **Representation:** Members who express an interest, get a seat at the table for the Executive Council. There are approximately 60 ordinary members with 16-20 regularly attending council meetings. This group is intended to provide a litmus check that the broader membership needs are being met.
- **Engagement:** Although the board is strongly engaged in the work and responsibilities it holds, there is the varying engagement of the executive council – this is broadly because due to the large array of issues it covers – the organisation would love to see stronger engagement in this area.
- **Feedback on the current model:** Based on the age of the organisation, the current pyramid structure works. This is successful largely due to the governance charter which provides clarity in role and structure for the organisation.



## Organisational Analysis: Australian Hotels Association (WA)

The Australian Hotels Association (AHA) represents more than 5,000 members across Australia serviced by a network of branches based in every state and territory, plus a Canberra-based National Office. Total revenue and other income for AMA nationally in 2020 was reported as \$2,257,963.

### Organisational Information

AHA was founded in 1892 and now represents more than 80% of the Western Australian hotel and hospitality industry.

The organisation has a branch in each state and territory, including a division in each branch known as the National Accommodation Hotels Division. The organisation and each of its branches have their own set of rules by which they are governed. However, ultimate authority is deferred to the National Board of the organisation.

All issues and opportunities are addressed by The Branch Committee of Management (The Branch). Consisting of six ordinary members, elected by members of the branch, and the president from each of the Territorial and Non-Territorial Divisions of the Branch. This includes a President, Senior Vice President, Vice President, Treasurer, Accommodation President and Country Representative. The President, Senior Vice President (SVP) and Vice President (VP) are elected by The Branch.

AHA developed a subsidiary known as 'Tourism Accommodation Australia (TAA)'. TAA publicly represents and lobbies specifically for accommodation hotels separately from the AHA's general hospitality members. However, membership to both AHA and TAA is granted to accommodation properties. There are 11 Divisional Presidents – 7 represent different Areas/Regions and 4 represent different membership groups.

### Governance Structure\*

Branch Committee of Management has 6 Ordinary members & the president of each Territory/Non-Territory Division (11).

Focuses on staff remuneration/conditions, branch transactions, disbursements, funds and resolves delegated Commonwealth industrial disputes.

There is no council or other governing entity to provide support to the Branch Committee of Management.

### Relevance to WALGA BPGR

AHA was contacted to schedule an interview; however, there was no response following multiple requests. The following insights have been made by research on their publicly available governance information and documentation.

- **Composition:** Similar to WALGA's State Council, the AHA Governance structure only has one governing entity, The Branch Committee of Management. The number of branch members (17) is smaller than WALGA (25).
- **Responsibilities:** The AHA Branch Committee of Management is responsible for financial activities; however, the Rules document does not mention that they are responsible for activities that other comparator organisations governing entities are, such as policy creation or ensuring compliance.
- **Lack of compliance with constitution:** The Rules of the AHA WA Branch document acts as the Association's constitution. However, there are many conflicts between the governance structure in the Branch Rules document, and the governance structure depicted on AHA WA's website. For example, in the document the supreme governing body of the Branch is the Branch Committee of Management, whereas on the website it is the Executive Management team. Additionally, there is no mention of a board in the Rules document, but there is a Board of Management on the website.

*\*The governance structure has been taken from the Rules of the AHA WA Branch document instead of the current governance structure depicted on the website, due to conflicting information.*

# Organisational Analysis: Pharmacy Guild (WA Branch Focus)

Pharmacy Guild supports over 5,800 pharmacies across Australia. It is broken up into Territory Branches with more than 600 pharmacies as members in WA (est. 2017).

## Organisational Information

The Pharmacy Guild's WA Branch's Annual Report can only be viewed by Members of the Organisation.

The Branch consists of the Branch Executive, and the Branch Committee. Where the Branch Executive consists of the Branch President, Branch Vice President(s) and the National Councillor(s). Additionally, in the Branch Executive, the position of Branch President and Vice President can also be held by a National Councillor, resulting in different numbers of Branch Executives between states.

The National council has the power to determine and direct policy, settle disputes, control the national fund, appoint an auditor and other activities relating to being the supreme governing entity.

The constitution does not specify who exactly elects the Branch President, or the Branch Vice Presidents, only that they are elected from the Branch. Whereas Branch Committee Members are elected by financial members in that region.

The Branch and the National Council shall appoint their own auditor. Resulting in potential conflicts of interest, as hypothetically the Branch and the National Council can appoint an auditor who audits in their favour.

## Governance Structure\*

Branch Executive consists of 2 – 6 Executive Members.

All powers and functions of the Branch Committee between meetings of the Branch Committee.

Branch Committee consists of 7 - 14 committee members (excluding the Branch executive).

Control the Branch fund, decide the agenda for and attend special meetings.

There is only one governing entity in WA for Pharmacy Guild, however the WA Branch consists of National Councillors, from the National Council which is the supreme governing body for the Pharmacy Guild. However, the Branch Committee can create subcommittees to carry out particular functions.

## Relevance to WALGA BPGR

Pharmacy Guild WA was contacted to schedule an interview; however, they responded that they do not have time to discuss their governance model. The following insights have been made by research on their publicly available governance information and documentation.

- **Representation:** The interests of members are represented by the Branch Committee Members who are elected by the financial members of the same regions. Additionally, the interests of the National Council are represented in Branches by the National Councillors appointed in each Branch.
- **Composition:** The governance structure of the Branches of the Pharmacy Guild is adaptable to the needs of the Branch. Since the Branch Committee members can decide the number of Committee members needed in their branch, they can do so based on the needs of the Branch at any point in time, making the composition and size of the Branch adaptable to emerging needs. Also, the creation of additional branches and amalgamations of current branches is up to the decision of the National Council, enabling the National Council to alter the composition of the governance model nation-wide as needed. Branches can also create subcommittees as needed.

\*Since the number of members in governance entities is mentioned in the Constitution, the numbers have been estimated based on the current membership as per the Guild's website.





# Best Practice Governance Review

## 4. Governance Principles

## Development of Governance Principles

PGR Steering Committee (SC) meetings and how they lead to the development of the proposed governance principles.

### BPGR Steering Committee meetings

The BPGR Steering Committee (SC) was established by State Council to guide the review. SC Meetings 2 through to 5 acted as key inputs into the development of the Governance Model principles. The focus of SC Meetings two through to five led to the development of the governance principles.

**SC Meeting 2** - On 8 June 2022, the initial draft of the comparator organisations and their governance structures was presented. The SC identified four assessment criteria for the purposes of assessing potential governance models. The assessment criteria were: (1) representation, (2) efficiency, (3) contemporary, and (4) sustainable. An Options Paper was then developed, using the assessment criteria against two governance model options.

**SC Meeting 3** - On 28 June 2022, a discussion of the DRAFT Options Paper took place. The SC decided that a workshop was required to take a step back and develop the core governance principles (rather than assessment criteria) that needed to underpin any future governance model for WALGA.

**SC Meeting 4** - On 18 July 2022, the SC discussed the principles and identified four principles that should guide WALGA's governance. They were Representative, Responsive, Results Oriented and Renewal. Renewal was the principle that some SC members deemed as optional and is not included as a separate principle. Some elements of renewal are incorporated into the other three principles.

**SC Meeting 5** - On 10 August 2022, the SC discussed and finalised the proposed principles. Discussion focused on the principle components and their likely governance implications. Several activities also occurred around this SC meeting. This include an update to State Council at the Information Forum on 3 August 2022, finalisation of principles on 17 August 2022 to inform AGM Item and finalisation of Agenda Item for 2022 AGM, including approval by State Council.

### Key outcomes

The SC agreed on the proposed governance model principles, their component parts and the implications of these principles. Specifically:

- **Principle definition** – the definition of each of the three principles.
- **Principle component** – the key component parts of each principle.
- **Principle component description** – a description of each principle component.
- **Governance implications** – the governance implications of each of the principle components.

The following slide presents the principles, their components and a description and their governance implications.





3 principles for assessing WALGA's governance model options and governance implications

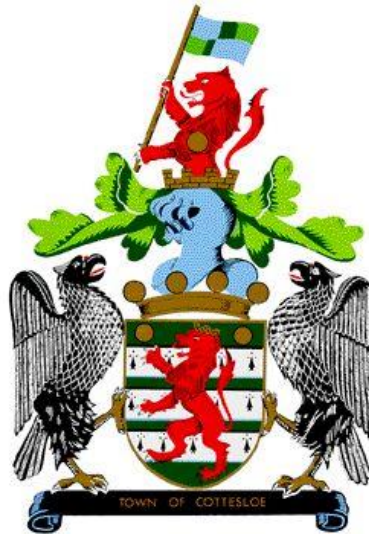
	Principle	Principle component	Component description	Governance implications
<b>Representative</b>	WALGA unites and represents the entire local government sector in WA and understands the diverse nature and needs of members, regional communities and economies.	<b>Composition</b>	The composition of WALGA's governance model represents Local Government members from metropolitan and country councils.	The governing body will maintain equal country and metropolitan local government representation.
		<b>Size</b>	An appropriate number of members/representatives oversees WALGA's governance.	Potential reduction in the size of the overarching governing body.
		<b>Diversity</b>	WALGA's governance reflects the diversity and experience of its Local Government members.	Potential for the introduction of a mechanism to ensure the governance model comprises an appropriate diversity of skills and experience.
		<b>Election Process</b>	Considers the processes by which WALGA's governance positions are elected and appointed.	Consideration of alternative election and appointment arrangements, with the President to be elected by and from the governing body.
<b>Responsive</b>	WALGA is an agile association which acts quickly to respond to the needs of Local Government members and stakeholders.	<b>Timely Decision Making</b>	WALGA's governance supports timely decision making.	WALGA's governance model facilitates responsive decision making.
		<b>Engaged Decision Making</b>	WALGA's Local Government members are engaged in decision making processes.	WALGA's governance model facilitates clear and accessible processes for Local Government members to influence policy and advocacy with consideration to alternatives to the existing zone structure.
		<b>Agility</b>	Considers the flexibility of WALGA's governance to adapt to changing circumstances.	WALGA's governance model is agile and future proofed for external changes.
<b>Results Oriented</b>	WALGA dedicates resources and efforts to secure the best outcomes for Local Government members and supports the delivery of high-quality projects, programs and services.	<b>Focus</b>	Considers the clarity and separation of responsibilities and accountabilities of WALGA's governance.	Governance bodies have clearly defined responsibilities and accountabilities, with the capacity to prioritise and focus on strategic issues.
		<b>Value Added Decision Making</b>	Facilitates opportunities for value to be added to decision making.	Adoption of best practice board processes, and introduction of governance structures that are empowered to inform decisions.
		<b>Continuous Improvement</b>	Considers regular review processes for components of the governance model, their	WALGA's governance is regularly reviewed every 3 to 5 years to ensure the best outcomes are achieved for Local Government



# Thank you

For more information, visit our [website](#) or contact Tim Lane, Manager Association and Corporate Governance, at [tlane@walga.asn.au](mailto:tlane@walga.asn.au) or 9213 2029.

# TOWN OF COTTESLOE



## ORDINARY COUNCIL MEETING

# ATTACHMENT

**ITEM 10.1.7A:  
TOWN OF COTTESLOE COST ESTIMATE &  
AGREEMENT LETTER - ELECTIONS**

LGE 028

WESTERN AUSTRALIAN  
Electoral Commission

Mr Matthew Scott  
Chief Executive Officer  
Town of Cottesloe  
PO Box 606  
COTTESLOE WA 6911

Dear Mr Scott

**Extraordinary Election**

I refer to your email of 8 November advising of Councillor Caroline Harben's resignation in the South Ward effective from 25 October 2022 and requesting a cost estimate for the Commission to conduct an extraordinary election to fill the vacancy.

The estimated cost for the Commission to conduct an extraordinary election if conducted as a postal ballot is \$15,000 inc GST, which has been based on the following assumptions:

- 1,650 electors
- response rate of approximately 50%
- 1 vacancy
- count to be conducted at the offices of the Town of Cottesloe
- appointment of a local Returning Officer
- regular Australia Post delivery service to apply.

Costs not incorporated in this estimate include:

- non-statutory advertising (ie any additional advertisements in community newspapers and promotional advertising)
- any legal expenses other than those that are determined to be borne by the Western Australian Electoral Commission in a Court of Disputed Returns
- one local government staff member to work in the polling place on election day

The Commission is required by the Local Government Act to conduct local government elections on a full cost recovery basis and you should note that this is an estimate only and may vary depending on a range of factors including the cost of materials or number of replies received. The basis for charges is all materials at cost and a margin on staff time only.

179847



The current procedure required by the Act is that my written agreement has to be obtained before the vote by Council is taken. To facilitate the process, you can take this letter as my agreement to be responsible for the conduct of the local government extraordinary election for the Town of Cottesloe in accordance with section 4.20(4) of the *Local Government Act 1995*. My agreement is subject to the proviso that the Town of Cottesloe also wishes to have the election undertaken by the Western Australian Electoral Commission as a postal election.

In order to achieve this, your Council would need to pass the following two motions by absolute majority:

- Declare, in accordance with section 4.20(4) of the *Local Government Act 1995*, the Electoral Commissioner to be responsible for the conduct of the extraordinary election.
- Decide, in accordance with section 4.61(2) of the *Local Government Act 1995* that the method of conducting the election will be as a postal election.

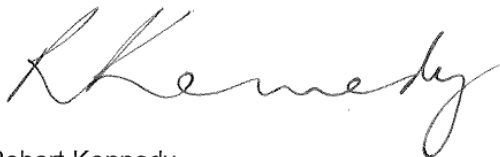
In view of section 4.9(2) of the *Local Government Act 1995*, it can be expected that ordinarily the extraordinary election would be held within four months of the relevant vacancy occurring. However, with the impact of the Christmas/ New Year break & the school holidays in January, I note that this would not be practicable in this case.

In accordance with section 4.9(2), I agree that a later date such as 25 February 2023 can be set as the day for holding the extraordinary election to fill the vacancy. I have enclosed an election schedule for this suggested election date.

I look forward to conducting this election for the Town of Cottesloe in anticipation of an affirmative vote by Council.

If you have any further queries please contact Phil Richards, Manager Election Events, on 9214 0443.

Yours sincerely



Robert Kennedy  
**ELECTORAL COMMISSIONER**

14 November 2022

Enc.



WESTERN AUSTRALIAN  
Electoral Commission

### ELECTION TIMETABLE Town of Cottesloe Extraordinary Election

Days to Polling Day	Local Government Act	References to Act/Regs	Day	Date
80	Last day for agreement of Electoral Commissioner to conduct postal election.	LGA 4.20 (2)(3)(4)	Wed	7/12/2022
80	A decision made to conduct the election as a postal election cannot be rescinded after the 80th day.	LGA 4.61(5)	Wed	7/12/2022
70	Electoral Commissioner to appoint a person to be the Returning Officer of the Local Government for the election.	LGA 4.20 (4)	Sat	17/12/2022
70 to 56	Between the 70th/56th day the CEO is to give Statewide public notice of the time and date of close of enrolments. <b>Preferred date Wednesday 21 December 2022</b>	LGA 4.39(2)	Sat to Sat	17/12/2022 to 31/12/2022
56	Last day for the CEO to advise the Electoral Commissioner of the need to prepare a residents roll.	LGA 4.40(1)		31/12/2022
56	Advertising may begin for nominations from 56 days and no later than 45 days before election day. <b>Preferred date Wednesday 4 January 2023</b>	LGA 4.47(1)	Sat	31/12/2022
50	Close roll 5.00 pm	LGA 4.39(1)	Fri	6/01/2023
45	Last day for advertisement to be placed calling for nominations.	LGA 4.47(1)	Wed	11/01/2023
44	<b>Nominations Open</b> First day for candidates to lodge completed nomination paper, in the prescribed form, with the Returning Officer. Nominations period is open for 8 days.	LGA 4.49(a)	Thu	12/01/2023
38	If a candidate's nomination is withdrawn not later than 4.00 pm on the 38th day before election day, the candidate's deposit is to be refunded.	Reg. 27(5)	Wed	18/01/2023
37	<b>Close of Nominations</b> 4.00 pm on the 37th day before election day.	LGA 4.49(a)	Thu	19/01/2023
36	Last day for the CEO to prepare & certify an owners & occupiers roll for the election. Last day for the Electoral Commissioner to prepare & certify a residents roll.	LGA 4.41(1) LGA 4.40(2)	Fri	20/01/2023
29	Lodgement of election packages with Australia Post. Commencing	Approx	Fri	27/01/2023
22	The preparation of any consolidated roll under subregulation (1) be completed on or before 22nd day before election day.	Reg. 18(2)	Fri	3/02/2023
19	Last day for the Returning Officer to give Statewide public notice of the election. <b>Preferred date Wednesday 25 January 2023</b>	LGA 4.64(1)	Mon	6/02/2023
5	Commence processing returned election packages	Approx	Mon	20/02/2023
0	<b>Election Day</b> Close of poll 6.00 pm	LGA 4.7	Sat	25/02/2023

Post Election Day	Post Declaration	References to Act/Regs	Day	Date
5	Election result advertisement.	LGA 4.77	Thu	2/03/2023
14	Report to Minister. The report relating to an election under section 4.79 is to be provided to the Minister within 14 days after the declaration of the result of the election.	Reg.81	Sat	11/03/2023
28	An invalidity complaint is to be made to a Court of Disputed Returns, constituted by a magistrate, but can only be made within 28 days after notice is given of the result of the election.	LGA 4.81(1)	Sat	25/03/2023