



City of Nedlands

## Technical Services Reports

**Committee Consideration – 9 October 2018**  
**Council Resolution – 23 October 2018**

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<b>TS21.18</b>	<b>Loch Street Parking Prohibitions</b>
<b>Committee</b>	9 October 2018
<b>Council</b>	23 October 2018
<b>Applicant</b>	City of Nedlands
<b>Officer</b>	James Cresswell – Manager Infrastructure Services
<b>Director</b>	Martyn Glover – Director Technical Services
<b>Attachments</b>	<ol style="list-style-type: none"> <li>1. Proposed Parking Prohibitions Drawing R-2018-49-02-0</li> <li>2. Existing Parking Prohibitions Drawing R-2018-49-01-0</li> </ol>

## Executive Summary

In August 2018, the City conducted a consultation in response to a complaint regarding insufficient sight distance for residents when exiting driveways along Loch Street, Nedlands. The consultation presented affected residents with proposed parking prohibitions (refer to Attachment 1) to resolve the issue and invited residents to participate in a quick poll either in support or opposition of the proposal. The City received 6 responses from the 13 affected properties, with 2 residents in favour and 4 residents against the proposal.

Although the majority of respondents did not support the proposal, the Administration believes that the change in prohibitions should be supported to provide sufficient sight distance to allow residents of Loch Street to enter/exit their properties safely. Loch Street is a busy distributor road (more than 7,000 vehicles per day) and proceeding with the parking prohibitions would provide for improved two-way traffic flow through Loch Street.

## Recommendation to Committee

**That Council approves the proposed parking prohibitions on Loch Street between Carrington Street and Bedford Street as detailed in Attachment 1 of this report.**

## Discussion/Overview

### Background

In July 2018, the City received a complaint in relation to insufficient sight distances from a resident exiting their property due to verge parked vehicles. The City investigated the complaint and confirmed that sight distances were insufficient. In consideration of Loch Street being a busy distributor road carrying more than 7,000 vehicles per day, the Administration believes that the risk of an accident is elevated and requires attention. Consequently, community consultation was completed to determine the level of support and identify any issues for the proposed prohibitions recommended by the Administration.

### Previous Modifications to Parking

In 2016, the City modified parking signage to highlight areas where verge parking could not be legally undertaken. This modification focused on areas where verge (not including footpath) did not meet the minimum width of 2.1 m. Parking on a verge below minimum width meant that vehicles would obstruct the footpath leading to infringements as well as

safety concerns. This parking modification primarily affected Loch Street south of Bedford Street.

### Existing Parking Prohibitions

Three existing 'No Parking Road or Verge' signs exist and are shown on the existing parking prohibition drawing (see Attachment 2). There are also existing 'No Stopping' yellow lines marked at the intersections of Loch Street with Carrington Street and Bedford Street.

### Proposed Parking Prohibitions

To resolve the sight distance issue, the City proposed the installation of 'No Parking Road or Verge' signs as per the proposed parking prohibition drawing (see Attachment 1).

Consideration was also made as to whether on-street parking can be provided while maintaining through traffic on Loch Street. Calculation of the existing pavement width available for through traffic provides existing pavement width of approximately 8.2m width with 2.3m wide marked parallel bays on the west side (under jurisdiction of the Town of Claremont). This leaves only 5.9m of pavement for through traffic which is below the minimum 6m required to safely accommodate two lanes of traffic on a distributor road. Therefore, it would be inappropriate to allow on-street parking on the east side (City of Nedlands side).

### Key Relevant Previous Council Decisions:

Nil.

## Consultation

Engagement was completed to determine the level of support and identify any issues with the proposed parking prohibitions. Town of Claremont were also notified of the proposed engagement and advised that their residents were welcome to comment if they chose to. Engagement was advertised between 1 August 2018 to the 20 August 2018, however was kept open until 30 August 2018.

Opportunities for residents, stakeholders and the general community to engage with the City and to seek information were provided as follows:

- A letter to the 13 affected residents/property owners to provide information on and seek their thoughts on the proposal.
- Your Voice Nedlands: online quick poll, feedback tool, ask the City a question, the plan of the parking prohibitions, FAQs and key dates.
- Contacting the City by email or by telephone to discuss the proposal further.

During the engagement period, the engagement page received 62 visitors who collectively viewed 153 pages. 37 of these visits viewed at least one page. Visitors viewed the plans for the proposed prohibitions, the FAQs and key dates.

Four people completed the quick poll and three written submissions were received by the City. Of the three written submissions, two were during the engagement period and one was received after the engagement period closed. All respondents were residents of Loch Street.

The quick poll sought to find the level of support for the proposed parking prohibitions. Responses from the 13 affected properties are summarized in Figure 1.

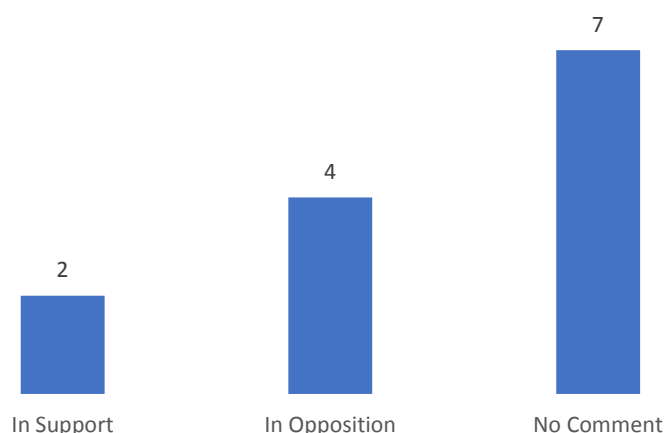


Figure 1: Engagement results from affected properties

Issues identified by respondents and the Administration's comments are summarized in Table 1 below.

Concern	Administration comment
Speeding on Loch Street	Could be investigated as part of a future project.
Noise from loose manhole lid outside 16 Loch Street	Lid to be inspected by works crew and repaired as required.
Hazard associated with reversing into driveway if verge parking is prohibited to exit driveway in forward gear	If verge parking is prohibited the Administration believes the risk associated with exiting a driveway in forward or reverse is the same. While reversing into a driveway on a busy road such as Loch St could be hazardous, this decision is at the discretion of the resident.
Limiting ability for family and guests to park if prohibitions go ahead	Parking is available on the west side of Loch Street.

Table 1: Issues and responses as identified from community engagement.

## Conclusion

The Administration believes that the proposed parking prohibitions should be supported to enable residents to enter/exit their properties safely. Loch Street is a busy distributor road and proceeding with the parking prohibitions would also allow for improved two-way traffic flow through Loch Street.

Concerns have been raised by residents about the proposed parking prohibitions. These issues include the reduced ability for family and guests to park, speeding, hazards associated with reversing into driveways and noise from a loose manhole lid. The Administration has noted these concerns and believes adequate consideration has been given to each of the raised issues.

### **Budget/Financial Implications**

Should the proposed parking prohibitions be approved, the signs will be funded from the sign maintenance budget.







<b>TS22.18</b>	<b>Boundary Roads Agreement – City of Perth</b>
<b>Committee</b>	9 October 2018
<b>Council</b>	23 October 2018
<b>Applicant</b>	City of Nedlands
<b>Officer</b>	Maria Hulls, Manager Engineering Services
<b>Director</b>	Martyn Glover, Director Technical Services
<b>Attachments</b>	1. Draft Boundary Roads Agreement – City of Nedlands and City of Perth

## **Executive Summary**

The City of Nedlands has boundaries with five other Local Governments. Most of these boundaries follow road reserves which potentially provides conflict in terms of funding for capital works and service levels for maintenance. In 2017 the City commenced a process of developing agreements with the neighbouring Local Governments for these boundary roads.

In August 2017, the City conducted several meetings with the City of Perth staff to work through an agreed arrangement for the way works are conducted and financed on roads that are shared by both Councils.

In August 2018 a final draft document was sent to the City of Perth for comment and following an evaluation period, a final draft was approved by both the City of Nedlands and the City of Perth in September 2018.

This document (refer Attachment 1) is being presented to the City of Nedlands with recommendation to approve. The document will then be presented to the City of Perth to be approved at their Ordinary Meeting of 27 November 2018.

## **Recommendation to Committee**

**That Council authorise the Mayor and Chief Executive Officer to sign the Memorandum of Understanding for the Boundary Road Agreement between the City of Nedlands and the City of Perth as detailed in Attachment 1 of this report.**

## **Discussion/Overview**

### **Background**

In late 2016 the Administration recognized that there were issues with the boundary roads with respect to funding and service levels, which were not being addressed appropriately. This then caused problems for the City and the ratepayers who resided on these roads. The solution was to develop agreements with the neighbouring Local Governments; Town of Cottesloe, Town of Claremont, Town of Cambridge, City of Perth and City of Subiaco.

In August 2017, the City of Nedlands presented the City of Perth with a draft document “Boundary Roads Agreement” in the form of a Memorandum of Understanding (MOU). The MOU details the roads shared with the City of Perth and the proposed understandings attributed to these roads.



There are nine roads in the City of Nedlands that come under the effect of this agreement (Refer to Schedule in Attachment 1).

History shows that past works conducted on these boundary roads were sometimes done in isolation with each Council having their own set of service levels, forward works programming, style guides, tree selection, verge treatments etcetera.

The MOU presents an opportunity to not only provide consistency but to open channels of communication between the LGA's to allow for better forward planning for both maintenance and capital works projects.

### Key Relevant Previous Council Decisions:

There are no previous key relevant decisions.

### Consultation

Nil.

### Budget/Financial Implications

The City of Nedlands has two projects scheduled over the next five years that will be affected by this agreement (see Table 1).

Road	Project	Year	Grant Funding Type	Nedlands Funding	Proposed Budget
Broadway	Intersection with Cooper Street Chanelisation	2018/2019	Black Spot \$60,000  City of Perth \$15,000	\$15,000	\$90,000
Hampden Road	Gordon Street to Monash Avenue Road Rehabilitation	2019/2020	MRRG \$412,533  City of Perth \$103,134	\$103,133	\$618,800

Table 1: Scheduled Projects



City of Nedlands



City of Perth

## BOUNDARY ROADS

### BETWEEN THE CITY OF NEDLANDS AND CITY OF PERTH

1. The City of Nedlands and the City of Perth agree to the division of works responsibilities for boundary roads shared by the two Local Governments as detailed in the attached explanatory notes and schedule.
2. This memorandum of understanding (agreement) shall remain in place indefinitely until amended by resolution of both Councils or terminated by resolution of either Council.

Signed

**City of Nedlands (Approved by Council on \_\_\_\_)**

Mayor

Date

CEO

Date

**City of Perth (Approved by Council on \_\_\_\_)**

Lord Mayor

Date

CEO

Date

# **BOUNDARY ROADS MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NEDLANDS AND CITY OF PERTH**

## **EXPLANATORY NOTES**

### **1. BACKGROUND**

The parties to this Memorandum of Understanding are:

**CITY OF NEDLANDS**, ABN 92 614 728 214, a local government established in 1893, pursuant to the Local Government Act 1995 and having its registered office at 71 Stirling Hwy, Nedlands (“City of Nedlands”).

**CITY OF PERTH**, ABN 83 780 118 628, a local government pursuant to the Local Government Act 1995 and having its registered office at Council House, 27 St George’s Terrace, Perth (“City of Perth”).

The City of Nedlands is a Perth metropolitan Local Government with boundaries to five neighbouring Local Governments. The boundaries generally follow one side of a local or district road reserve.

The allocation of responsibility for the care and control of boundary roads and associated assets is governed by the Local Government Act (1995) Section 3.53, which states that the control and management of a reserve partially within two or more Local Governments shall be as agreed by the Local Government. If agreement is not achieved, the issue is to be referred to the Minister for resolution.

In the past, the understanding between Local Governments on the division of operational and capital responsibilities for works on these roads, has been largely verbal with limited documentation.

The allocation of boundary roads responsibility for asset management and grant funding purpose has been clearly defined through the road inventory maintained by MRWA, however this division is not necessarily the most practical arrangement for operational activities therefore refer Appendix 1 - Schedule for agreed division.

### **2. PURPOSE**

The purpose of this Memorandum of Understanding between the two Local Governments on the division of works responsibilities for boundary roads is to:

- Ensure that all categories of works for all sections of the boundary roads receive a reasonable standard of attention as non-boundary roads.
- Clearly define the division of works responsibilities on these roads between the two Local Governments.

- Acknowledge mutual understanding and promote a collaborative working relationship. The parties agree in principle to coordination of management across shared responsibility areas.

### **3. PRINCIPLES**

The division of responsibilities as described in the document are based on the following principles:

- 3.1 That the long-term interests of residents and road users shall be paramount.
- 3.2 That operational tasks and costs e.g. road maintenance and verge maintenance, are shared in an equal and practical manner (refer Appendix 1 – Schedule; Item 7).
- 3.3 That capital works are arranged in a cost effective manner taking into consideration lead time for application and approval of grant funding.
- 3.4 That the MRWA road inventory shall be the basis for allocation of capital works responsibilities (initiating, investigation, preparation of funding applications, design and construction) on boundary roads between Local Governments, unless mutually agreed by the parties to the agreement (refer Appendix 1).
- 3.5 That the “own resources” funding component of all capital road works on all sections of the boundary roads shall be shared equally between the two Local Governments, unless agreed otherwise.
- 3.6 That each capital road works project shall be subject to negotiations by the two Local Governments on a specific cost sharing agreement.
- 3.7 That both Local Governments will assist in expediting the implementation of capital works as proposed by the other Local Government.
- 3.8 That both Local Governments will advise of future boundary road projects at the earliest opportunity. The notice period is subject to project size and scope.
- 3.9 That both Local Governments will share their forward works programs, once adopted by their respective Council, each financial year.

### **4. IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING**

Successful implementation of this agreement will require preparedness on the part of both Local Governments to act in good faith to achieve the objectives. Communication regarding specific projects will be required as follows:

- 4.1 Where maintenance requirements discovered by one Local Government extend into the other Local Government area, the other Local Government shall be informed and requested to take appropriate action.

- 4.2 For capital works involving only one Local Government (e.g. verge street lighting and verge path construction), the other Local Government shall be notified and consulted regarding the scope and timing of the works.
- 4.3 For capital works involving the expectation of funding contributions from other Local Governments, the initiating Local Government shall liaise, negotiate and reach agreement with the other Local Government. Negotiations may include the scope of works, grant applications, timing and funding contribution for the project within a timeframe suitable to both Local Government's budget preparation process, including the notice period and/or number of budget cycles.
- 4.4 Where a specific project agreement cannot be reached, the initiating Local Government can:
- Proceed with the project at its own expense provided there is an agreement with respect to the scope of works;
  - Proceed with the project at its own expense and recover the cost in accordance with Section 24 (5) of the Main Roads Act 1930; or
  - Defer the project pending a determination from the Minister.
- 4.5 The specific project agreements shall be kept separate and independent from other road works projects or other boundary issues.
- 4.6 Where there is a conflict of asset management data, both Local Governments shall share the data, so it can be aligned.
- 4.7 This Memorandum of Understanding is effective from the date on the cover page.

The Schedule shall be reviewed on every second year at a meeting of representatives of the two parties. The Schedule may be amended without requirement of further Council approval.

Notwithstanding the above provisions of this agreement, City of Nedlands and City of Perth may agree to vary certain terms of this agreement to meet the genuine needs of both parties.

## **5. SCHEDULE**

The attached schedule (see Appendix 1) outlines the division of responsibilities for the various categories of works. The attached Deposited Plan 404450 demonstrates all roads covered under this agreement (see Appendix 2).

## **6. PARKING**

- City of Nedlands resident parking permits will be allowed within the areas of Broadway and Hampden Roads, contained within the City of Perth.



- City of Perth resident parking permits will be allowed within the areas of Broadway and Hampden Roads, contained within the City of Nedlands.
- The Broadway carpark shall be generally maintained as per the boundary delineation. Where surface renewal is required, costs will be shared.

## **7. DEFINITIONS**

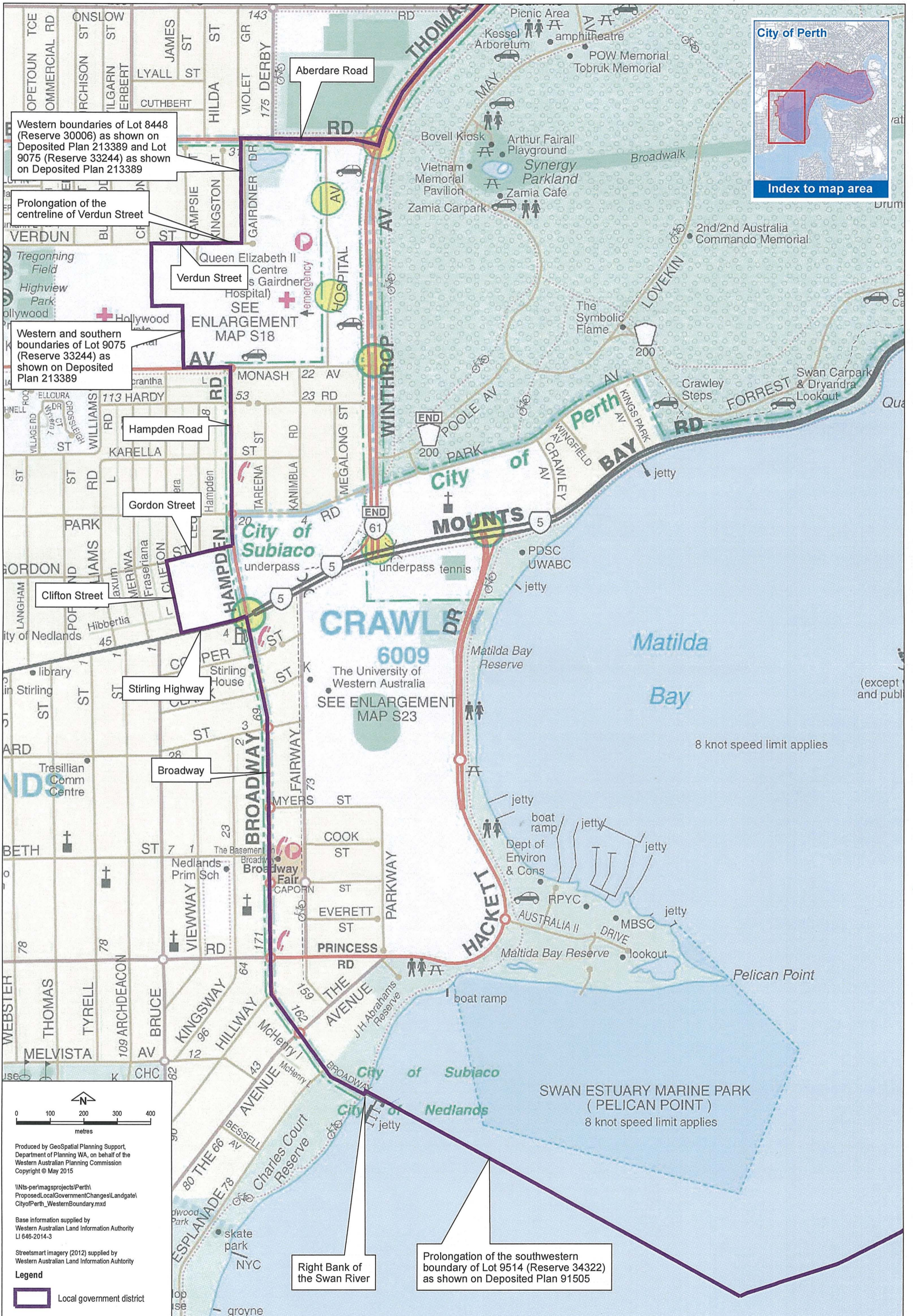
Definitions of terms used in the schedule are as follows:

- Own Resources Costs – the financial contributions made by the Local Governments from their own funds towards the task/project, as distinct from the grant funding.
- Capital Costs – the Capital costs for a specific project, which shall include all investigation, surveying, design and construction costs.
- Road Maintenance – pothole repairs, minor kerbing replacement, sweeping, crack patching, repair/cleaning of drainage facilities, etc.
- Verge Maintenance – mowing, tree pruning (tree lopping is no longer an accepted tree management practice), rubbish removal and levelling.
- Verge Control – enforcement of verge and parking local laws.
- Median and Island Maintenance - mowing, rubbish removal, tree pruning, landscaping repairs, brick paving/concrete slab repairs, sweeping, drainage cleaning, reticulation operations and minor kerbing replacement.
- Capital Road Works – asset creation works on the road carriageways and medians. Not necessarily including street lighting or paths on verges.

<b>BOUNDARY ROADS WORKS MEMORANDUM OF UNDERSTANDING</b>				
<b>CITY OF NEDLANDS &amp; CITY OF PERTH</b>				Updated: 18 September 2018
<b>Item</b>	<b>ROAD</b>		<b>Section</b>	<b>Location</b>
1	Council Boundary	Gairdiner Drive	(Aberdare to Verdun: Private Road)	Nedlands
2	Council Boundary	Verdun Street	(Croydon to Gairdner)	Nedlands
3	Council Boundary	Verdun Street	(Gairdner to Cul-de-sac: Private Road)	Nedlands
4	Council Boundary	Monash Avenue	(No. 74 Hampden)	Nedlands
5	Council Boundary	Hampden Road	(Gordon to Monash)	Nedlands
6	Council Boundary	Clifton Street	(Gordon to Stirling)	Nedlands
7	Council Boundary	Stirling Highway	(Clifton to Broadway) - Road Reserve Only	Nedlands
8	Council Boundary	Broadway	(Stirling Highway to River)	Nedlands
9	Council Boundary	Gordon Street	(Hampden to Clifton)	Nedlands
<b>Item No.</b>	<b>WORKS ITEM</b>	<b>ROAD</b>	<b>AGREED WORKS RESPONSIBILITES</b>	
			<b>CITY OF NEDLANDS</b>	<b>CITY OF PERTH</b>
1	Road and Drainage Maintenance	2,4,5,6,8,9	Initiate works on all road sections as listed in the City's MRWA Road inventory: Contribute 50% of own resources to maintenance works.	
2	Road and Drainage Associated Works (Capital)	2,4,5,6,8,9	Initiate works on all road sections as listed in the City's MRWA Road inventory: Contribute 50% of own resources costs to all rehabilitation works exclusive of grants.	
3	Verge Maintenance and Regulation	2,4,5,6,7,8,9	All verge maintenance and regulatory functions: 100% responsibility as delineated by boundary.	
4	Path Construction and Maintenance	2,4,5,6,7,8,9	All footpath maintenance and capital: 100% cost associated with any works as delineated by boundary.	
5	Traffic Studies, Road, Design and Safety Audits	2,4,5,6,7,8,9	Initiate works on all road sections as listed in the City's MRWA Road inventory: Contribute maximum of 50% of own resources costs unless otherwise negotiated. Refer to item 4.3 of the explanatory notes for notification requirements.	
6	Roundabouts, Entry Statements, Median and Island Maintenance	2,4,5,6,7,8,9	Where boundary's intersect the centre of the road: 50% contribution to all maintenance and capital works excluding landscaping as specified below.	
7	Street Trees	2,4,5,6,7,8,9	Where there is clear delineation of boundary: 100% of own resources and costs, except for Broadway and Hampden Roads, where City of Perth is responsible for centre median trees.	
8	Irrigation Infrastructure	2,4,5,6,7,8,9	Where the water source and control of the infrastructure is located: 100% responsibility for all faults and repairs to connected system (Each Local Government to fund cost of repairs for sprinkler heads and associated fixtures on their side at 100% contribution, to be recouped by invoice). Any proposed amendments by either Local Government are to be communicated to the neighbouring Local Government.	

9	Underground Power	2,4,5,6,7,8,9	Where boundary's intersect the centre of the road: 50% contribution to all costs associated with underground power.
10	Side Road Intersection Upgrades	2,4,5,6,7,8,9	Side road intersection upgrades: 100% by each council up to match line or an agreed distance, as delineated by boundary.
11	Parking	2,4,5,6,7,8,9	Signage is 100% contribution as delineated by boundary. The Cities agree (Broadway and Hampden only) that where valid Residential or Visitor Parking Permits have been issued by a Local Government that is signatory to this agreement; the Permits' use will be permitted on either side of Broadway and Hampden Roads where the Permit was issued to the occupier of a residential property on that road.
12	Street Signs	2,4,5,6,7,8,9	100% contribution as delineated by boundary.
13	Direction Signs	2,4,5,6,7,8,9	100% contribution as delineated by boundary.
14	Street Lighting Operations Including Banners	2,4,5,6,7,8,9	100% contribution as delineated by boundary.
15	Emergency Works	2,4,5,6,7,8,9	Where emergency works are carried out by either party, the cost associated with those works are to be 100% as delineated by boundary.
16	Public Artworks and Lighting	8	Public artwork and lighting located at the roundabout at the intersection of Broadway and The Avenue is 100% City of Nedlands responsibility. Any new artwork to be responsibility of the party which initiates the installation.
17	Landscaping and Irrigation Roundabout	8	Roundabout at intersection of Princess Road to be 100% maintained by City of Nedlands.
18	Landscaping and Irrigation Roundabout	8	Roundabout at intersection of Edward Street, Myer Street and Capron Streets to be 100% maintained by City of Perth.
19	Street Tree Maintenance in Medians	5,8	Median street trees in median islands to be 100% maintained by City of Perth.
20	Irrigation of Medians	5	Median irrigation to be 100% maintained by City of Nedlands.
21	Irrigation of Medians	8	Median irrigation to be 100% maintained by City of Perth.
22	Banner Poles	5,8	Banner poles to be maintained by City of Perth with both parties providing 50% contribution to all costs subject to separate agreement. Each party responsible for every second banner.
23	Bus Shelters	7	100% responsibility as delineated by boundary.
24	Asset Data	2,4,5,6,7,8	Align and share Asset Management Data where applicable.





Western Boundary Enlargement of Deposited Plan 404450