



Technical Services Reports

Committee Consideration – 13 August 2019

Council Resolution – 27 August 2019

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TS16.19	Jones Park Enviro-scape Master Plan – Bushland Conservation Fencing Petition
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Committee	13 August 2019
Council	27 August 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	James Duff – Director Technical Services
Attachments	1. Jones Park Enviro-scape Master Plan (as endorsed). 2. Petition: Ms Barbara Leonard, 13 Hooley Street, Swanbourne – Bushland adjacent to Jones Park

Executive Summary

The Council received a petition at its meeting on 28 May 2019 from residents in areas surrounding Jones Park, Swanbourne. The petitioners requested that the Council do not allow the proposed construction of bushland conservation fencing within Jones Park. The bushland conservation fencing is included within the approved works program for the endorsed Jones Park Enviro-scape Master Plan (Jones Park MP).

The petition contained 88 signatories, with 72 of these residing in the City of Nedlands and representing 58 properties. Council resolved to receive the petition. Having considered the petition, the Administration is reporting to Council recommending how to proceed.

Recommendation to Committee

Council

1. approves the installation of bushland conservation fencing at Jones Park in accordance with the endorsed Jones Park Enviro-scape Master Plan subject to:
 - a. the Administration consulting with local residents to obtain consensus on the style of fencing to be installed;
 - b. amending the alignment of the fencing in the concept to allow children to access the western garden area and investigating how this area may be enhanced to provide for unstructured nature-based play opportunities; and
2. requests Administration advise the lead petitioner of Council's decision.

Discussion/Overview

Background:

Following community consultation, Council endorsed the Jones Park MP at its meeting on 28 August 2018. Contained within the Jones Park MP and associated concept drawing is a provision for installation of bushland conservation fencing to a portion of the reserve adjacent to Jameson Street. The purpose for inclusion of the fencing is to provide appropriate management controls for the remnant bushland within the reserve in accordance with the City's environmental conservation management principles.

The Jones Park MP was developed and endorsed following completion of the Allen Park Precinct Master Plan project (Allen Park PMP) in 2017. Jones Park was encompassed within the Allen Park PMP project area. The Allen Park PMP project involved extensive community consultation and a key outcome from this was that the protection and management of existing areas of valuable biodiversity was a community and Council priority. The Jones Park MP was developed to a significant degree to reflect the outcomes of the Allen Park PMP.

Jones Park Bushland:

The remnant bushland component of Jones Park (Reserve 47257) is approximately 0.79 hectares in area which comprises approximately 59% of the total area of the reserve. The bushland has been identified as being in good condition and having high conservation value as remnant woodland with mature Tuart Trees. Figures 1 to 3 (below and overleaf) illustrate the remnant nature of the bushland and the resident vegetation.



Figure 1: Aerial image taken in 1965, boundary of Jones Park is indicated in red



Figure 2: Aerial image taken in 1995, following development of 'Seaward Village'



Figure 3: Aerial image taken in 2019, following commencement of Master Plan works

Jones Park bushland is connected to the Allen Park bushland and is proposed to be incorporated within the management boundary of the forthcoming Allen Park Bushland Management Plan 2019-2024. The bushland is managed and maintained by the City with the assistance of 'Friends Group' volunteers. Mapping and monitoring of the condition of the bushland is ongoing. The most recent condition rating of the bushland, completed in 2018, has indicated a slight decline in condition between the period 2012 and 2018 as illustrated in Figures 4 and 5 following.



Figure 4: Jones Park - Bushland condition 2012

The bushland at Jones Park is not fenced to manage access at present. There are old pine post style bollards along Jameson Street which do not inhibit access. Areas of marginal degradation adjacent to the boundary of the bushland, abutting Jameson Street and the grassed parkland, correlates with where the highest level of unmanaged pedestrian access is likely to be occurring. The other area of degradation along the southern boundary of the bushland is where a firebreak is maintained, which is a statutory requirement.

Petition:

The primary reasons given in the petition for requesting the bushland conservation fencing around the bushland area at Jones Park not be constructed include:

- That the bushland area be kept natural and undeveloped.
- Residents were not clearly informed of the proposed fencing.
- The proposed fencing was not made clear on the plan made available as part of the community engagement period from 1 June 2018 to 2 July 2018.

- A fence would need frequent repair and, being a barrier, will be distorted or cut by people meeting the obstruction.
- Ball games are often played on the grass and retrieving lost balls would become a problem and potentially a hazard.
- It is thought a fence will not prevent dogs and children from accessing the bush areas.
- The area of bushland bounded by Jameson and Sayer Streets is too small and narrow to be self-sustaining and therefore needs to be treated differently than larger areas of bush.
- The City is wanting to enclose existing bush and nature with cement and fences and keep our kids out of the area.
- Children continue to use the bush and surrounding area without any further deterioration to the bush area.
- Bushland conservation fencing is not aesthetically pleasing to look at and will devalue properties in the area.



Figure 5: Jones Park - Bushland condition 2018

Having carefully considered the above reasons for not wanting the fence constructed, the Administration believes there is no evidence to support many of the claims.

Fencing Proposal:

The bushland conservation fencing proposed to be installed is the standard treated pine post and chain-wire fencing the City uses at bushland conservation sites (refer Figure 6). The intent of the proposed bushland conservation fencing is to deter direct access to the bushland from the road and parkland. The endorsed plan does not propose to enclose the bushland with fencing to prevent access entirely. The plan proposes to place

fencing only along the boundary of the bushland that abuts Jameson Street and the grass where pedestrian traffic is highest.



Figure 6: The City's standard bushland conservation fencing (Point Resolution Reserve)

The City has advised that if the aesthetics of the fence is an issue, there are other options that can be explored that will provide improved amenity. An example of this can be seen in Figure 7 below. One of the primary issues raised is that children will not be able to access the bushland for nature play based activities. The City has advised that the area of western garden bed could be removed from the proposed fenced area and planned as a nature play opportunity. A slight amendment to the alignment of the fence would provide this opportunity (refer to Figure 8 overleaf).



Figure 7: Potential alternative bushland fencing option, recycled plastic bollards with top rail



Figure 8: Potential Realignment of proposed fence providing natural play opportunities

Key Relevant Previous Council Decisions:

Ordinary Meeting of Council 28 August 2018, Item 12.3, Report TS19.18 – Jones Park Enviro-scape Master Plan

Council Resolution:

“Council endorses the Jones Park Enviro-scape Master Plan concept.”

Ordinary Meeting of Council 28 May 2019, Item 4.1, Petitions – Ms Barbara Leonard, 13 Hooley Street, Swanbourne – Bushland adjacent to Jones Park

Council Resolution:

“That Council receive the petition.”

Consultation

Extensive community consultation was undertaken in respect to both the Jones Park MP project and the Allen Park PMP project, in which Jones Park was included. The results

of the community consultation for both projects were contained in the reports to Council seeking endorsement for both master plans.


Budget/Financial Implications

The works associated with the endorsed Jones Park MP have been included in the five (5) year capital work program and approved by Council to date through the budget process. The table below indicates the works that have been completed and the proposed works in future years. The bushland conservation fencing has Council approved funding for the current financial year.

Financial Year	Project Description	Cost (inc. on-costs)	Grant	Municipal	Status
2018/19	Upgrade irrigation system and include hydro-zoning	\$19,558	\$0	\$19,558	Complete
	Install 165 m of garden kerbing	\$16,639	\$0	\$16,639	Complete
	Complete missing link in asphalt path	\$21,405	\$0	\$21,405	Complete
	Install drinking fountain	\$8,204	\$0	\$8,204	In progress
2019/20	Replace wooden bollards with recycled plastic bollards and install bushland fencing	\$43,736	\$0	\$43,736	Subject to this report
	Install junior basketball half court	\$31,240	\$0	\$31,240	In design
2020/21	Upgrade stormwater sump	\$98,000	\$0	\$98,000	-
2022/23	Replace bike racks (2)	\$5,060	\$0	\$5,060	-
	TOTALS	\$243,842	\$0	\$243,842	

City of Nedlands Enviro-scape Precinct Master Plan															
Park / Reserve Name:			Jones Park		Strategic Initiatives										
Ward			Coastal		Access			Fit for Purpose							
Reserve No:			R 47257		Item	Comment		Action	Item	Comment		Action			
Hierarchy Classification:			Local Park		Staff	Vehicle access gate		Include in design and future budget	Casual Users	Provide drinking fountain		Include in future budget			
Primary Function(s):			Recreation space		All Abilities	Design to DDA / DAIP standards				Lighting of internal and perimeter paths to be assessed					
Drainage Catchment:			0063		Pedestrian	Use path to generally separate turf from eco-zoning and link points of interest				Playground to be accessible to all abilities and ages					
Review Team: M Glover A Dickson C New C Batchem D Lewis G Burwood N Deery V Liddington			V Shannon J Marshall			Link bush path to park path				Realign perimeter bollard fencing		Include in design			
						Review lighting and pram ramps				Provide grassed areas with winter solar access					
									Amenity			Dogs	Provide dog waste bin station		Include in future budgets
					Shade		Locate seating in areas of shade		Include in design and future budget		Drinking fountain to include dog bowl				
Plant trees in strategic locations		Consider in future budgets		Seniors			Seating to have arm rests		Include in future budgets						
Combo table with shade shelter						Seating near playground									
Date of Review:			21 June 2017		Facilities	Renew playground			Whadjuk Trails	Route markers to be included in new paths as required		Include in design			
Strategic Considerations					Drinking fountain with dog bowl										
Catchment			Local, Connected to regional space		Rework and landscape sump area										
Access			Pedestrian, All abilities, Service vehicles, Path lighting, Part of Whadjuk trails		Environment										
Amenity			Seating, Shade, Shelter, Ambience, Dog exercise, Playground, Drainage sump, Bins, Dog waste		Item	Comment		Action							
Environment			Allen Park Management Plan, Support vegetation conservation under ‘Bradley’ method (bush classified as good), Bushfire prone, Water conservation / quality / capture / infiltration, Climate change, Habitat for wildlife		Water Conservation / Quality / Capture / Infiltration	Bore field to achieve 500 l / minute from 1 bore		Nil							
						Upgrade reticulation to current standards incorporating hydro-zones and central control		Included in 2018/19 budget							
Fit for purpose			Dogs, Casual users, Children’s play, Social gatherings, Bushwalking, Nature conservation			Retain and rework site for storm water capture and infiltration		Include in future budget							
Stakeholders					Vegetation Retention	Establish tree mulch zones to drip line to support health of existing trees		Include in standard operations							
Casual users			Parents and children, Bushwalkers (Whadjuck trails), Dog walkers			Select species for eco-zones compatible with Allen Park Management Plan									
Swanbourne Primary			Bush regeneration, Bushland path entrance wall murals			Implement eco-zones watering reduction protocols									
City			Staff and contractors		Climate Change	Assess capacity of storm water infiltration swale and make necessary adjustments		Include in design and future budget							
Council			Funding, Governance			Increase tree canopy by minimum 20%		Include in standard operations							
Volunteers			Friends of Allen Park												
Neighbours			DHA & properties with common boundaries												
Drainage															
Notes			Infiltration to be installed along road network at 1m³ per 80m² of 100% runoff to provide storage for approximately 1 in 5 year event at 2 minute interval. Existing storm water sump designed to 1 in 100 storm event, connected to Jameson St and Iolanthe St.												










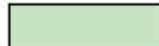








Jones Park February 2017



Refer overleaf for Concept Design



LEGEND

-  EXTENT OF WORKS
-  EXISTING FOOTPATH
-  PROPOSED FOOTPATH
-  CONCRETE EDGE
-  NEW FENCE ON BLOCK WALL
-  EXISTING RETAINING WALL
-  BUSHLAND CONSERVATION FENCING
-  ECO-ZONE (MULCH & NATIVE PLANTING)
-  CASUAL USE TURF
-  INFILTRATION ZONE
-  PROPOSED BOLLARDS
-  EXISTING BOLLARDS
-  EXISTING CANOPY
-  EXISTING PLAYGROUND & BINS
-  BBQ ON CONCRETE PAD
-  DRINK FOUNTAIN
-  DOG WASTE STATION
-  JUNIOR SIZE BASKETBALL HALF-COURT

Parks, Ovals and Reserves: Council@nedlands.wa.gov.au

To Whom It May Concern,

We the undersigned local residents request that the Council do not build a fence around the adjacent bushland (along Jamieson Street and between the grass of Jones Park and the bush). Please keep the bushland area natural and undeveloped. This is what we value and is one reason we chose to live here.

Unfortunately, we were not clearly informed at the information session that a fence was planned, hence the timing of this petition after the allotted information gathering time. It was also not made clear on the plans provided to us.

An additional path or marked track from the existing path to the top of the grassed area would prevent most people from making their own tracks through the revegetating undergrowth, and minimise erosion. A fence will need frequent repair and, being a barrier will be distorted or cut by people meeting the obstruction. Ball games are often played on the grass and retrieving lost balls would become a problem, and potentially a hazard. We believe that a fence will not prevent dogs and children from accessing the bush areas.

The area of bushland bounded by Jamieson and Sayers Street is too small and narrow to be self sustaining and therefore needs to be treated differently to the larger areas of Allen Park. For example weeds and litter require regular removal, so some ground disturbance is inevitable. Surely, children utilising the small area north of the path to play, study, learn and enjoy is good, especially if they are then not tempted to venture from the pathways elsewhere, where bush regeneration principals are possible and are being undertaken.

Many Councils are implementing nature scapes for our younger generation, whilst you are wanting to enclose our existing bush and nature with cement and fences and keep our kids out of the area. More and more studies show the benefits of nature play, freedom to play outdoors, and the benefits of exposure to nature for health and wellbeing for all ages.

Children are the future –they need the opportunity to see nature to learn to appreciate, value and care for it. Having nature available to them adjacent to their home is potentially a great teacher as well as being a healthy and enjoyable alternative to screen time.

See articles in Conversation: https://theconversation.com/children-are-our-future-and-the-planets-heres-how-you-can-teach-them-to-take-care-of-it-113759?utm_medium=email&utm_campaign=The%20Weekend%20Conversation%20-%201306012184&utm_content=The%20Weekend%20Conversation%20-%201306012184+CID_dcc0bc92738e3f4e52179d18e9f06103&utm_source=campaign_monitor&utm_term=Children%20are%20our%20future%20and%20the%20planets%20Heres%20how%20you%20can%20teach%20them%20to%20take%20care%20of%20it

Some years ago a child wrote to the council- copy attached voicing their rationale for using this bushland. Five years ago they wrote to you about using the bush. In that time the children of the area have continued to use the bush and surrounding area, without any further deterioration of the bush area. Their sentiments still hold true today especially with the present large number of boys growing up locally and using the park frequently, and it is clear that the impact of this is not significantly detrimental to the bush area.

Dear Friends of Allen Park and City Of Nedlands Council,

10/4/15

We have lived across the road from this park most of my life. We are the children of the neighbourhood of this park. We have the upmost respect for this land and take care of it as it has given so much to us, we would never inflict damage we would consider unreasonable. We have built this rope swing as a project to bring us all together in one place and to create a public, free addition to the park we can all enjoy.

You are threatening to destroy our swing and we don't see what is so wrong with it that you are going to take it from us without warning. We have read your sign and would like you to consider these points so that we may strike a compromise where we can keep the swing.

1. The Tree

I understand the tree is a Tuart and the importance of looking after it but the swing was tied very far down a single branch of the tree with a protective layer on the rope and poses no major threat to it. The branch is easily strong enough for taking the weight of one child and the rope was fastened in one place on the branch meaning only small areas on the sides of the branch were harmed, making ringbarking the tree almost impossible.

2. Cleared vegetation

A small amount of dead wood and branches of surrounding trees have been cleared. We understand why this concerns you but no entire trees have been killed and the damage is small in the grand scheme of things. The path for the swing has been made and no more damage will occur. We would also like to point out the dumped asbestos and damaged trees that were not in the path of the swing was damage inflicted by children from the defence village and hope you understand there is little we can do about this as it is a public place. But if we can keep the swing we will stick signs to the platform warning kids against misuse of the reserve and try our best to educate them on respect for the land.

3. "Dumping Waste"

The wood used to make the platform is not "dumped material" but wood salvaged from nearby building sites. While it may not look like much it took some time and money to fabricate and we have hardly had a chance to use it. Hardly any more wood or building material will be brought in as the project is almost finished, only a few extra planks to improve safety.

In conclusion, destroying a project the children of the neighbourhood have hardly had a chance to enjoy without warning was certainly not the best way to handle this situation on your part. Despite this we send this letter not to complain but to establish a compromise. All the damage that would be made in this rope swing project has already been done. A small amount of dead wood and branches of surrounding trees have been cleared but we promise no more vegetation will be damaged. A small amount of bark has been stripped of one branch of the Tuart tree has been rubbed off but no more damage will be inflicted upon it. A small structure

We have spent our time and money to create a meeting place of our own in the bush surrounding our homes and are doing minimal damage to the reserve. We believe you do not have the right to take this away from us. Ask yourselves how you would feel if you're neighbourhood rope swing was taken from you without warning when you were a kid? Please let us keep our swing the way it is and we will not bother you any more, keeping the same level of respect we have had for this land for years.

Thankyou for your consideration,

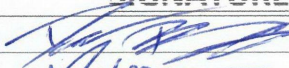


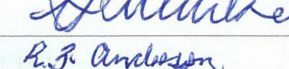
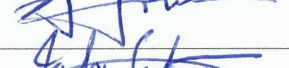


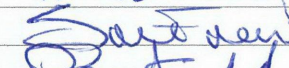
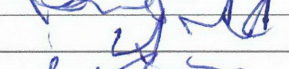



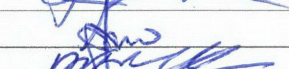
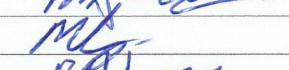
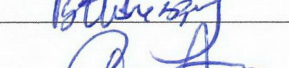

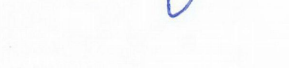




The Children of Jameson St, Swanbourne

Contact Sascha and Luka Seabourne-Carlin at number 8 if you wish to speak to us. 0417940745

We the undersigned local residents request that the Council do not build a fence around the adjacent bushland (along Jamieson Street and between the grass of Jones Park and the bush). Please keep the bushland area natural and undeveloped,

NAME	ADDRESS	SIGNATURE
N. Reed	11, Greenville St	N. Reed
Anissa Barwood	17 Hooley Street Swanbourne	Anissa Barwood
Susan Falkow	26 Watt St Swanbourne	Susan Falkow
M. Thissen	2 Greenville street	M. Thissen
Wynne Edwards	5 Hooley St	Wynne Edwards
Tamsin Eldridge	66 Eric St, Cott	Tamsin Eldridge
Len Eldridge	"	Len Eldridge
Alan Robertson	10 Greenville St	Alan Robertson
Wayne O'Connell	18 Greenville St	Wayne O'Connell
Becky	17 Greenville St	Becky
Tony Hollingsworth	18 Hooley St Swanbourne	Tony Hollingsworth
Carolyn McAdam	18 Hooley St Swanbourne	Carolyn McAdam
TESSA MEYER	2 JAMESON ST	TESSA MEYER
Caroline Maw	10 King St	Caroline Maw
Anne McCarthy	7A LEONORA ST. COMO	Anne McCarthy
Rob PRICE	14 HOOLEY ST. SWANBOURNE	Rob PRICE
LORIS PRICE	14 HOOLEY ST SWANBOURNE	LORIS PRICE
MICHAEL BROUGHTON	8 DOLAN ST SWANBOURNE	MICHAEL BROUGHTON
MIKE KOUWEN	10 JAMESON ST	MIKE KOUWEN
DAVID MATTHEW	GRANT ST COTT	DAVID MATTHEW
JESSICA SAMUELSON	19 HOOLEY ST	JESSICA SAMUELSON
KIRSH BOWNE-LOOPEL	18 JAMESON ST SWANBY	KIRSH BOWNE-LOOPEL
PEC Ashforth	14 Island View Place Swanby	PEC Ashforth
Michael	18 JAMESON ST	CHARL MITCHELL

We the undersigned local residents request that the Council do not build a fence around the adjacent bushland (along Jamieson Street and between the grass of Jones Park and the bush). Please keep the bushland area natural and undeveloped,

NAME	ADDRESS	SIGNATURE
Nick Brown-Casper	20 Jamieson St, 6010	
Niki Brown-Casper	20 Jamieson St, 6010.	
ROD GRIFFITHS	30 SWANSEA ST 6010	
Merrilee Garnett	4 Sayer St 6010	
PAULA HACKETT	27 Kathleen St 6011	
Ruth Anderson	28 Lynton St.	
Roselle DUBWET	27 Lynton St	
LIGHT de BRUIN	26 LYNTON ST	
JOHN GOODWIN	24 LYNTON ST	
GARY NORTON	23 LYNTON ST	
NATASHA COREY	23 LYNTON ST	
BIMMY & PETE STEVENS	21 LYNTON ST 6010	
Lisa. Smith	19 Lynton St	
Maxine Crespini	18 LYNTON ST SWANBURNE	
Georgina Raison	17 Lynton St.	
Shelley Frances	15 LYNTON ST	
Pam Best	18 Swansea St	
Sadi Harris	19 Greenville	
Monel David	16 Greenville	
Chris Vorley	13 GREENVILLE	
Tracey Shepherd	12 Jamieson St.	
Jose El-Raghy	"	
Angela Laboune	8 Jamieson St	
SIMON CALYN	8 JAMIESON ST	
Jill Pyvis	6 Jamieson St	
Steph Bla.	4 Jamieson	
JOSH CASTLEDEN	20 IOLANTHE ST	
PIA BENNETT	10 IOLANTHE ST	
MARCUS GREGORY	18 IOLANTHE ST	
Ben Clohesy	14 Iolanthé St	
Amy THOMPSON	1 Greenville St	

From

Barbara Leonard, 13, Holey St., Swanbourne
6010

Phone 93832166 or 0432906654

TS17.19	Adoption of the Asset Management Strategy 2019 – 2029
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Committee	13 August 2019
Council	27 August 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Jim Duff – Director Technical Services
Attachments	1. Draft Asset Management Strategy 2019-2029

Executive Summary

The purpose of this report is for Council to adopt the Asset Management Strategy 2019-2029 (AMS).

Recommendation to Committee

Council adopt the Asset Management Strategy 2019-2029 (AMS).

Discussion/Overview

Background

All local governments are currently required to produce a plan for the future under S5.56 (1) of the Local Government Act 1995. Regulations have been made under S5.56(2) of the Act to briefly outline the minimum requirements to achieve this.

Section 19DA(3)(c) of the Local Government (Administration) Regulations 1996 states that a Local Government must develop and integrate matters relating to resources, including asset management, workforce planning and long-term financial planning.

With regards to asset management, the Department of Local Government, Sport and Cultural Industries (DLGSCI) has developed guidelines to follow. The guidelines state the following:

“Asset management is critical to meeting local government strategic goals within an Integrated Planning and Reporting approach. Asset Management Policies, Asset Management Strategies and Asset Management Plans are informed by, and in turn inform, the community aspirations and service requirements in the Strategic Community Plan.”

History

On the 22 June 2010, Council adopted Built Facility Asset Management Policy, Asset Management Strategy and associated Asset Management Plans primarily for its building assets.

Council approved its current Asset Management Policy on the 27 November 2012 and was last reviewed on the 28 July 2015.

On the 6 March 2014, the Executive Management Team (EMT) approved a Strategic Asset Management Plan as a guiding document as to how administration would fulfill its legislative obligations in developing the City's asset management system. Its objectives were as follows:

1. Set up single, live, operational asset register and assess data confidence;
2. To obtain the value and condition data of all infrastructure asset classes;
3. Develop the ability for predictive modelling on asset replacement/renewal for incorporation into long term financial planning;
4. Start developing individual asset management plans;
5. To analyse data and report on assets in accordance with Australian Fair Accounting Practice; and
6. Review the document for adoption by Council when objectives have been met.

Conclusion

Administration has reviewed the outcomes of the original document and has developed the draft AMS for adoption by Council.

Key Relevant Previous Council Decisions:

Ordinary Council meeting 22 June 2010, item D34.10

“Council adopts the Built Facility Asset Management Policy, Asset Management Strategy and associated Asset Management Plans.”

Ordinary Council meeting 27 November 2012, item CPS48.12

“Council approves the following policies:

- a) *Payments to Employees in Addition to Contract and Award;*
- b) *Responsibility for Matters Associated with the Administrative Structure of Council;*
- c) *Occupational Health and Safety;*
- d) *Asset Management;*
- e) *Rights of Way – Maintenance and Construction; and*
- f) *Nature Strip Development.*

Ordinary Council Meeting 28 July 2015, item CPS18.15

“Approves the following reviewed policies:

- a) Trading in Public Places;*
- b) Social Media;*
- c) Development of Policies and Administrative Protocols;*
- d) Asset Management; and*
- e) Occupational Safety and Health.*

Consultation

Administration used the Strategic Community Plan Nedlands 2028 for the basis of the public consultation needed as it is the master strategy that has had community input in its creation.

The Asset Management Coordinator has sought feedback and input from the Infrastructure Managers in developing this AMS.

Budget/Financial Implications

The development of this AMS was developed within the current Technical Services operational budget. Any further budget requirement that may arise with the adoption of this AMS would need to be addressed as part of the long-term financial planning and Council budgeting process.



Asset Management Strategy

2019-2029



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Introduction

The purpose of the Asset Management Strategy 2019 – 2029 is to establish the methodology for managing the City of Nedlands' assets for the next decade including a series of recommendations.

The primary goal of asset management is to provide the required level of service in the most cost-effective way through the creation, acquisition, maintenance, operation, rehabilitation and disposal of assets to provide for present and future generations.

1.1. The International Infrastructure Management Manual 2015 (IIMM)

The International Infrastructure Management Manual 2015 (IIMM) defines an asset as an item, thing or entity that has potential or actual value to an organisation, and effective Asset Management provides better accountability, sustainability, risk management, service management and financial efficiency.

1.2. The Asset Management Strategy 2019-2029 (AMS)

The Asset Management Strategy 2019-2029 (AMS) is an informing document within the City of Nedlands (the City) Integrated Planning and Reporting Framework. It provides the framework from which to guide a whole of organisation approach to asset management and assists in the achievement of the City's strategic objectives contained the City's Strategic Community Plan, Nedlands 2028 (the Strategic Plan).

In developing this AMS, the City has used the IIMM as a guiding document. The IIMM was developed by the Institute of Public Works Engineering Australia. It shows infrastructure managers how to achieve the ISO Standards.¹

To manage its infrastructure sustainably, the City must have a detailed understanding of its assets within the context of their projected financial, environmental and social impacts. This understanding will enable the City to make effective decisions to optimise the overall net benefit to the community. This will be achieved by providing the appropriate assets at acceptable standards and service levels.

The number and diversity of assets managed by the City is extensive, with each asset experiencing a varying lifespan and components that deteriorate at different rates. The City of Nedlands has made a significant investment in these assets over generations and will need to continue to invest to meet the changing needs of the community.

Balancing the expectations of the community poses a challenge to the City against a sustainable and affordable management model. This AMS aims to provide a framework from which to respond to this challenge, by building organisational capacity in the following key areas:

- Maintaining reliable asset data;
- Developing appropriate asset systems;
- Implementing an effective asset management process; and
- Developing people within asset management roles.

¹ International Standards ISO 55000 suite for Asset Management.

Improving these areas will support the City's journey to becoming a strategically focused asset manager, with a sustainable asset base that reflects the needs and objectives of its community.

The City's current infrastructure assets are divided into specific asset groups and are maintained in individual registers on the City's asset management system; Asset Finda.

Recommendation 1

The City of Nedlands' assets are to be maintained in the following groupings in Asset Finda:

- Buildings;
- City Infrastructure;
- Drainage;
- Land;
- Natural Areas;
- Off Street Carparks;
- Parks Assets;
- Parks Irrigation;
- Path Network;
- Roads;
- Street Lights; and
- Waste Bins.



Nedlands 2028

The Nedlands 2028 Strategic Community Plan was adopted in May 2018. It provided a series of statements and priorities from the community related to infrastructure assets:

2.1. Population

Community comments were as follows:

- Demographic shift: particularly aging population.
- Increasing population of students, health professionals, administration, due to the growth of UWA and QEII.
- Increased population overall (note Directions 2031 target is an additional 4,400 dwellings – estimated at 7,000 – 10,000 population growth) and the impact of this on existing infrastructure and services.

2.2. Infrastructure

Community comments were as follows:

- Changing demands in the areas of transport, parking, aged care, health and housing.
- Aging and outdated community facilities in need of upgrade / replacement.

2.3. Vision

The community's vision is as follows:

We will have easy access to community 'hubs' where a mix of parks, shops, community and sporting facilities will bring people together, strengthening local relationships.

We will enjoy great transport systems and people will have access to local facilities through efficient cycling and walking facilities.

We will be an active, safe, inclusive community enjoying a high standard of local services and facilities.

2.4. Strategic Priorities

The community's strategic priorities in no specific order are:

- Maintain investment in roads, footpaths, cycleways and drainage and high priority sports and community facilities,
- Improve connectivity for pedestrians and cyclists on all paths and on roads,
- Invest in drainage upgrades focusing on minimising flooding, maximising stormwater infiltration at source and minimising pollutant discharge to the Swan River,
- Invest in parks infrastructure in accordance with enviro-scape master plans,
- Invest in rebuilding the river wall to protect and retain the foreshore, including enhancements to pocket beaches and increased river wall protection,
- Upgrade the condition of all City buildings to a required modern standard,
- Promote a "whole-of-life cycle" approach to the management of assets, and
- Provide a defined level of service and monitoring performance for all City assets.

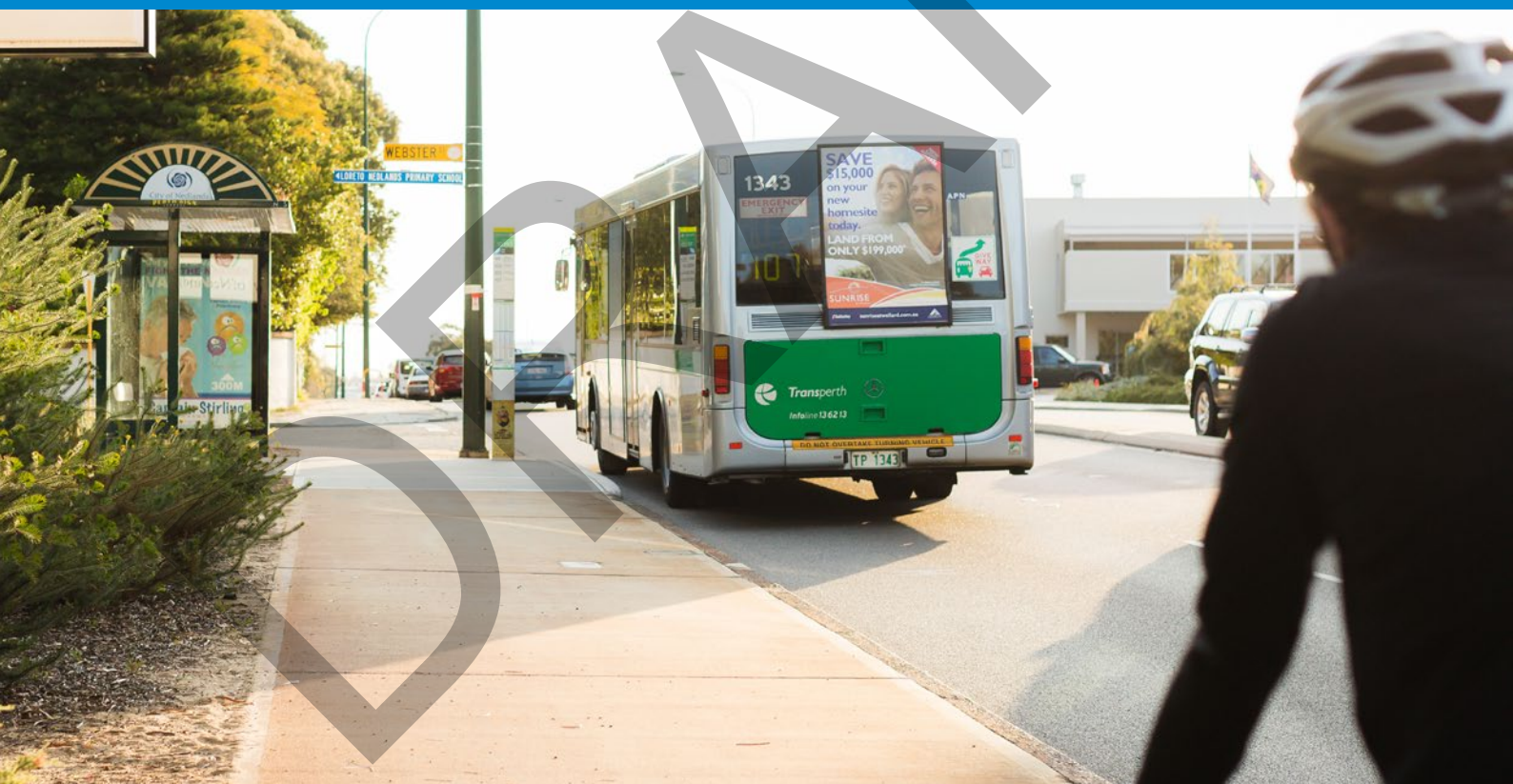
2.5. Challenges

The challenges identified by the community are:

- An aging population;
- Infill density;
- Increased traffic volumes;
- Increased population overall; and
- Increase in student population and health-related services due to the growth of the University of Western Australia (UWA) and the Queen Elizabeth Medical Centre (QEII).

Recommendation 2

The Asset Management Strategy 2019 – 2029 will respond to the community's vision and strategic priorities established in the Nedlands 2028 Strategic Community Plan.



City of Nedlands Infrastructure Statistics

The City's asset register divided the infrastructure assets into the following asset groups:

3.1. Buildings

The City has 83 building assets (08/04/2019). Table 1 outlines the sub-categories:

Table 1: Building assets

Building Group	Building Count
Administration	16
Education	5
Housing	7
Recreation and Culture	38
Toilet and Changerooms	10
Welfare	7
TOTAL VALUE³	\$9,364,764

3.2. City Infrastructure

City infrastructure is infrastructure located in the road reserves of the City that does not include road or path network assets. The City has 4622 infrastructure assets (08/04/2019). Table 2 outlines the sub-categories:

Table 2: Infrastructure assets

Infrastructure Group	Asset Count
Bus Shelters	84
Fencing ⁴	17
Bike Racks	14
Furniture	55
Optic Fibre	16
Other Assets ⁵	193
Roundabouts	38
Sewerage	8
Signage	3745
Traffic Islands	452
TOTAL VALUE⁶	\$11,125,441

³ Fair value at 30 June 2018.

⁴ Bollards.

⁵ These are assets that don't fit into the other categories such as wheel stops and handrails.

⁶ Fair value at 30 June 2018.

3.3. Drainage

The City has 668 drainage assets (08/04/2019). Table 3 outlines the sub-categories:

Table 3: Drainage assets

Drainage Group	Asset Count	Units
Stormwater Pipes	2218	70.3 km
Drainage Pits	4406	Each
Drainage Plant ⁷	44	Each
TOTAL VALUE⁸		\$13,351,138

3.4. Land

The City has 228 parcels of land that it is responsible for, not including road reserves (08/04/2019).

Table 4 outlines the tenure sub-categories:

Table 4: Land Tenure

Land Tenure	Parcel Count
Grown Grant	1
Crown Reserve	5
Freehold	81
Leasehold	1
Management Order	130
Vested by Gazettal	10
TOTAL VALUE⁹	\$305,224,000



⁷ Sumps, basins and subsurface storage assets.

⁸ Fair value at 30 June 2018.

⁹ Fair value at 30 June 2017. APV Valuers & Asset Management.

3.5. Natural Areas

The City of Nedlands manages six natural areas consisting of coastal, inland and riverine environments.

Table 5 outlines the sub-categories for a total of 670 assets (09/04/2019):

Table 5: Natural Areas

Natural Areas	Asset Count	Units
Fencing	114	10.27km
Footpaths	13	3.5km
Kerbing	31	870m
Lighting	5	Each
Furniture	9	Each
Signage	179	Each
Steps	28	Each
Walls	6	86.02m
Water Points	2	Each
Whadjuk Trails Signage ¹⁰	283	Each
TOTAL VALUE¹¹		\$1,101,288

3.6. Off Street Carparks

The City has 32 off street carparks assets (08/04/2019). Table 6 outlines the sub-categories:

Table 6: Off Street Carparks

Off Street Carparks	Asset Count
Restricted Time	2
Unrestricted Time	30
TOTAL VALUE¹²	\$4,480,704

Note: On-street parking is considered to be part of the roads asset group.

¹⁰ Due to the special nature of the Whadjuk Trails signage being across multiple local government areas, the City maintains its portion as a separate asset group from general signage in Natural Areas.

¹¹ Fair value at 30 June 2018.

¹² Fair value at 30 June 2018.

3.7. Parks Assets

The City has 2318 Parks assets (09/04/2019). Table 7 outlines the sub-categories:

Table 7: Park Assets

Parks Assets	Asset Count	Units
Art	42	Each
Barbecues	13	Each
Fencing	447	26.9km
Fitness and Recreation Equipment	83	Each
Hard Landscaping	257	7.84km
Lighting	482	Each
Other Assets ¹³	13	Each
Park Furniture	270	Each
Signage	482	Each
Walls ¹⁴	184	8.72km
Water Points	45	Each
TOTAL VALUE¹⁵	\$7,401,670	

3.8. Parks Irrigation

The City has 445 parks irrigation assets (09/04/2019). Table 8 outlines the sub-categories:

Table 8: Parks Irrigation

Parks Assets	Asset Count
Control Cabinets	69
Electrical Assets	34
Irrigation Systems ¹⁶	229
Pumps	55
Water Sources	55
Weather Stations	3
TOTAL VALUE¹⁷	\$482,973

¹³ These are assets that are not easily defined like the military gun at Gun Park.

¹⁴ This figure low as not all of the river wall has been captured.

¹⁵ Fair value at 30 June 2018.

¹⁶ Irrigation systems include filters, mainline, sleeves, tanks and valves.

¹⁷ Fair valuation figure is known to be low. New valuation to occur 2019-20 financial year.

3.9. Path Network

The City has 1109 path segment assets (09/04/2019). Table 9 outlines the sub-categories:

Table 9. Path Network

Path Network	Asset Count	Length
Footpath	1048	140.59km
Shared Path	61	10.79km
TOTAL VALUE¹⁸		\$11,461,736

3.10. Roads

Road Assets are complex in their construction. For the asset register and accounting purposes, the City has 6829 assets (09/04/2019): Table 10 outlines the sub-categories used by the City for asset and accounting purposes:

Table 10. Road Assets

Roads	Asset Count	Length
Kerb	3669	306.02km
Pavement	860	166km ¹⁹
Subgrade	860	166km ²⁰
Top Surface	1075	151.85km
Unsealed	365	14.15km
TOTAL VALUE²¹		\$115,542,588

3.11. Street Lights

Whilst most of the Street light assets in the City of Nedlands are owned and maintained by Western Power, the City owns and maintains 220 street light assets (16/04/2019). Table 11 outlines the sub-categories:

Table 11. Street Lights Assets

Roads	Pole Count
Bollard	36
Commemorative	6
Overhead	168
Overhead/Banner pole	10
TOTAL VALUE²²	\$553,620²³

¹⁸ Fair value at 30 June 2018.

¹⁹ Estimated value as there are no records of original construction.

²⁰ Estimated value as there are no records of original construction.

²¹ Fair value at 30 June 2018.

²² Fair value at 30 June 2018.

²³ Valuation does not include the new lighting assets in West Hollywood. New evaluation to be undertaken 2019-20 financial year.

3.12. Waste Bins

The City has 178 municipal litter bins. Residential and commercial bins to be captured in the first year of this AMS. Table 12 outlines the sub-categories:

Table 12. Street Lights Assets

Roads	Asset Count
Litter Bins	178
Commercial Bins	TBD
Residential Bins	TBD
TOTAL VALUE²⁴	\$10,342

Recommendation 3

The City of Nedlands' Asset Management Coordinator will provide an annual valuation of the City's assets. This valuation will be utilised in determining the "Fair Value" of the City's assets as per the Australian Accounting Standards.



²⁴ Fair value at 30 June 2018.

Legislation

4.1. Local Government Act 1995

All Local Governments are currently required to produce a plan for the future under s5.56(1) of the Act. Regulations have been made under s5.56(2) of the Act to briefly outline the minimum requirements to achieve this.

4.2. Local Government (Administration) Regulations 1996 (Regulations)

Sections 19C and 19DA of the Regulations require Local Governments to develop a Strategic Community Plan and a Corporate Business Plan.

The Corporate Business Plan is to develop and integrate matters relating to resources including asset management.

4.3. Western Australia Local Government Integrated Planning and Reporting Framework

To guide and assist Local Governments in the development of these plans the Department of Local Government, Sport and Cultural Industries (DLSCI) has developed the Western Australia Local Government Integrated Planning and Reporting Framework.

The Integrated Planning and Reporting Framework is shown diagram 1.

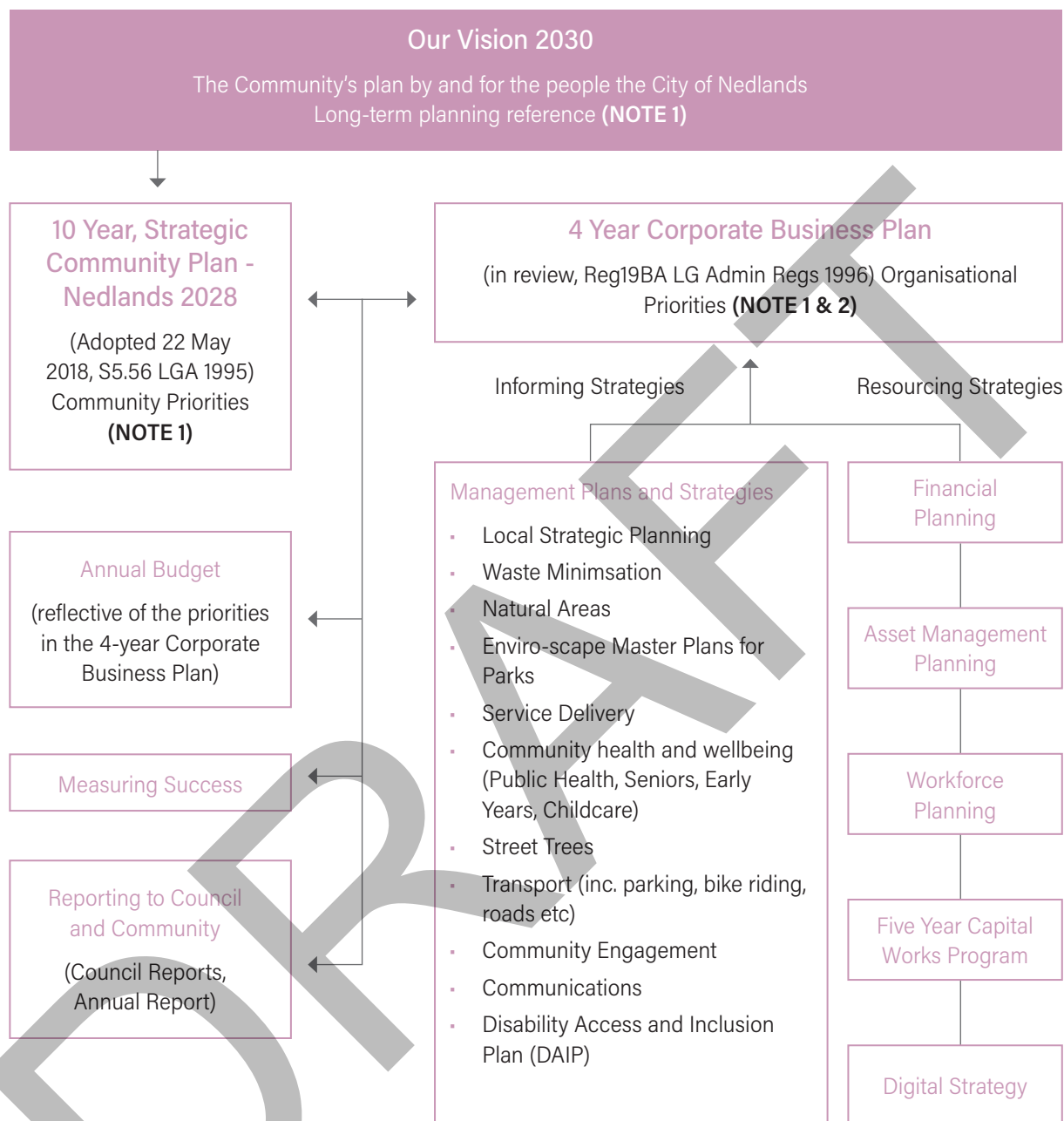
The purpose of the framework is to ensure that the Council's decisions take the community's aspirations into account and deliver the best results possible with the available resources.

Recommendation 4

The Asset Management Strategy 2019 – 2029 will comply with the relevant legislation.



Diagram 1. City of Nedlands Integrated Planning and Reporting Framework



NOTE 1

- S5.56 the Act requires local government to plan for the future
- Reg19C Local Government (Administration) Regulations 1996 requires a Strategic Community Plan to be for at least 10 years, set out the Vision, Aspirations and Objectives of the community
- Reg19C must be reviewed at least every 4 years
- Reg19C must consider the current and future resources, KPIs and demographic trends and have absolute majority of Council to approve the plan
- S19BA identifies planning for the future: Strategic Community Plan and the Corporate Business Plan

NOTE 2 - Corporate Business Plan

S19DA Local Government Administration Regulations:

- Must be at least 4 years
- Be reflective of the strategic community plan
- Govern the internal business planning
- Sets out internal priorities
- Be reflective of current and future resources, asset management, workforce planning, long-term financial planning
- Be reviewed every year
- Absolute majority of Council to approve the plan
- Identifies the annual priorities over 4 years

Asset Management Framework

The DLSCI has developed a framework for Asset Management that all Local Governments are required to follow. The City of Nedlands is required to:

- Develop an Asset Management Policy
- Develop an Asset Management Strategy, which should include:
 - Asset Management Plans linked to the Long-Term Financial Plan,
 - Defined levels of service and affordability,
 - Governance and management arrangements,
 - Data and systems to support asset management, and
 - Improvement of skills and processes.
- Develop a Process for evaluating Asset Management Plans, processes and asset sustainability.
- Link Asset Management to the Annual Report.

5.1. Asset Management Policy

The City of Nedlands adopted its first Asset Management Policy (policy) at the ordinary Council meeting on the 22 June 2010. The current policy listed below was last reviewed and adopted at the ordinary Council meeting on the 28 July 2015.

The objective of the policy is to set the broad framework for decision making by Council in undertaking asset management in a structured, coordinated and organised approach.

The context of the policy is as follows:

As Council is the custodian of the City's assets, it shall ensure:

- all legal obligations of the Council are met;
- representation of the community as asset owners; and
- assets are sustainably managed in an equitable manner.

It is the responsibility of Administration to provide accurate, well founded technical and professional asset management advice to enable elected members to make informed decisions on behalf of the community they represent.

The policy states that Asset Management in the City of Nedlands is the utilisation of best practise within available resources ensuring that the assets under its control are maintained in a safe and functional condition and replaced according to adopted strategies and plans.

Asset Management involves Council, Administration and the Community; from those that plan services, provide services and manage assets and services to those who use the assets. Council will utilise integrated decision making in order that the built, social, economic and natural impacts of asset provision and maintenance are properly considered throughout the asset management lifecycle.

The primary goal of asset management is to provide the required level of service in the most cost-effective way through the creation, acquisition, maintenance, operation, rehabilitation and disposal of assets to provide for present and future generations.

Asset management is a key objective in the City's ten (10) year Strategic Community Plan and Corporate Business Plan and shall be incorporated into long term financial planning and Management plans. The City's strategic financial planning will ensure that:

- a) Sufficient funds are allocated as a priority each year for operating, maintenance and refurbishment or replacement of existing assets; and
- b) Additional funds are identified and allocated where appropriate for the investment in new or upgraded assets.

Long term financial models will be prepared which identify the whole of life costs for all City infrastructure assets. Where appropriate this should include performance modelling of assets based on different funding scenarios.

Investments in new infrastructure creation shall consider whole of life costs of the asset assessing benefit/cost ratios, net present values and the environmental and social benefits of investment.

This policy shall be read in conjunction with the ten (10) year Strategic Community Plan, Strategic Plan, four (4) year Corporate Business Plan and various strategic documents including but not limited to:

- Asset Management Strategy;
- Asset Management Plans;
- Forward Financial Plans; and
- Disability Access and Inclusion Plan.

Related Local Law / Legislation: Nil

Related delegation: Nil

Review History: Adopted 22 June 2010 (Report D34.10), last reviewed 28 July 2015 (Report CPS18.15)

Recommendation 5

The Asset Management Strategy 2019 – 2029 and individual Asset Management Plans will comply with the Council's Asset Management Policy.



Asset Management Structure

6.1. Guiding Documentation

In developing the asset management systems, the City has complied with the following documentation:

- International Infrastructure Management Manual 2015 edition (the IIMM). The IIMM provides the “How to do it” in terms of applying the standards for infrastructure asset management.
- Australian Infrastructure Financial Management Manual 2015 edition (the AIFMM). The AIFMM is all about getting asset and financial professionals, all speaking a common language and taking a common approach. Financial management for long life infrastructure assets is about achieving the right balance between cost, risk and performance of assets in the provision of services required by the community.

6.2. Asset Management Information System

Since 2013 the City has adopted the following software solutions:

- Asset Finda is the City’s infrastructure asset register that is hosted on the City’s own servers.
- Alpha Tracker is a web based asbestos register that is provided to the City by Environmental Site Services.
- Intramaps (purchased 2008-09 financial year) is the City’s Graphical Information Service (GIS) client. It is used to represent asset spatial data on a map; as well as providing point and click functionality for asset attributes.

6.3. Data Confidence Levels

In order to prepare detailed infrastructure asset management plans for its major asset classes, the City will continually improve the quality of data.

The grades of confidence are included in table 13 and applied to the current state of asset data in table 14.

Table 13. Confidence Grade

Confidence Grade	General Meaning
A	Highly reliable. Data based on sound records, investigations, analysis, audits and register maintenance.
B	Reliable. Data based on sound records, investigations, analysis, documented properly but has minor shortcomings e.g. The data is old, some is missing, some reliant on more auditing.
C	Uncertain. Data based on sound records, investigations, analysis and records which are incomplete or extrapolated from a limited sample with known missing data.
D	Very uncertain. Data based on unconfirmed verbal reports or estimates/guesses.

Table 14. Asset Register

Asset Register	Confidence Grade	Justification
Buildings	B	All the buildings are captured in the register. The structure of the components needs refining for future revaluations. Buildings Asset Management Plan to be developed.
City Infrastructure	B	Data is sound and updated as new as assets are added and or removed as per the acquisition/disposal process. City Infrastructure Asset Management Plan to be developed.
Drainage	C	Most data capture is sound however on closer inspection the location is at times inaccurate relative to the "Intramaps" images. Some areas of drainage infrastructure are incomplete with further inspections required to verify data. Large sections of underground pipe network not video inspected or confirmed leading to "assumed" asset locations. Asset acquisition and disposal process has been implemented. Drainage Asset Management Plan to be developed.
Land	C	Data in relation to the City's land tenure has a stable foundation but there are legacy issues still being investigated at the time of this AMS being adopted. Land Asset Management Plan to be developed.
Natural Areas	B	Data is sound and however the acquisition/ disposal process has not been completed which drops confidence in data accuracy. Natural Areas Asset Management Plan to be developed.
Off Street Car Parks	B	Data is sound, acquisition/disposal process in place ensuring data accuracy. Off Street Car Parks Asset Management Plan to be developed.
Park Assets	B	Data is sound. Data acquisition process partially rolled out. Data disposal process to be implemented by Q2 2020.
Park Irrigation	C	Data is sound but incomplete. Full data set to be completed by Q2 2020. Data acquisition process partially rolled out. Data disposal process to be implemented by Q2 2020.
Path Network	A	Data is sound, acquisition/disposal process has been completed. Draft Path Network Asset Management Plan completed.
Roads	C	Roads Data is currently out of date and being updated. Acquisition/disposal process has been completed. Historical data is lacking. Roads Asset Management Plan to be developed.
Street Lights	C	Data set is mixed. Data for new light assets in West Hollywood is very accurate whilst the data for the remainder of the assets is deficient. Acquisition /disposal process is not commenced. Street Lights Asset Management Plan to be developed.
Waste Bins	C	Data on municipal bins is sound. No data recorded for residential and commercial bins. Acquisition/disposal process is yet to be completed. Waste Bins Asset Management Plan to be developed.

The building of the asset register in the Asset Finda database is now complete. The database is now in a maintenance regime of data plus audit and investigation program. The audits and investigations will be determined in each of the individual asset management plans.

6.4. Asset Management Plans

An Asset Management Plan (AMP) is a written representation of intended asset management programs for the management of infrastructure assets based on service level requirements, and the capacity of the infrastructure to meet those requirements.²⁵

The City will develop an individual plan for each of the infrastructure asset groups and will be published in accordance with table 15.

Table 15. Asset Group

Asset Group	AMP Timetable
Buildings	Yet to Commence, to be published Q1 2020
City Infrastructure	To be determined ²⁶
Drainage	Yet to Commence, to be published Q4 2020
Land	To be determined ²⁶
Natural Areas	Yet to Commence, to be published Q3 2020
Off Street Car Parks	In Progress, to be published Q2 2020 ²⁷
Park Assets	Yet to Commence, to be published Q3 2020
Park Irrigation	Yet to Commence, to be published Feb 2020
Path Network	Completed, to be published Q3 2019
Roads	Yet to Commence, to be published Q2 2020
Street Lights	To be determined ²⁶
Waste Bins	To be determined ²⁶

Recommendation 6

The management of assets in the City of Nedlands will be in accordance with the direction provided in the Asset Management Strategy 2019 – 2029 and supporting asset management plans.

²⁵ IIMM 2015 Edition.

²⁶ To be determined by Director Technical Services.

²⁷ Combined with Roads.

6.5 Capital Works Program

The City has developed and rolling 5-year capital works program (5YCWP) for all infrastructure assets. The prioritisation is defined in table 16.

Table 16. Asset Register

Asset Group	Prioritisations
Buildings	Organisational needs, safety, level of service and age/condition profile from predictive modelling.
City Infrastructure	Safety, level of service and age/condition profile from predictive modelling.
Drainage	System to handle 1 in 100 storm and age/condition profile from predictive modelling.
Land	Organisational needs.
Natural Areas	Environmental management planning, age/condition profile from predictive modelling.
Off Street Car Parks	Safety, level of service and age/condition profile from predictive modelling.
Park Assets	Environmental management planning, age/condition profile from predictive modelling and safety and level of service.
Park Irrigation	Environmental management planning, age/condition profile from predictive modelling.
Path Network	Accessibility, age/condition profile from predictive modelling, closing network gaps, safety and the replacement of all slab paths and level of service.
Roads	Roads to have a condition index of average or higher. Traffic counts and level of service.
Street Lights	Safety, level of service and age/condition profile from predictive modelling.
Waste Bins	Level of service and age/condition profile from predictive modelling.

Recommendation 7

The Asset Management Coordinator will roll out the predictive modelling capabilities of Asset Finda during the development of each of the individual AMP's. This will commence with the adoption of the Paths Network AMP in Q4 of 2019. This predictive modelling will provide future costings that will be a tool used to perform in the Long-Term Financial Plan.



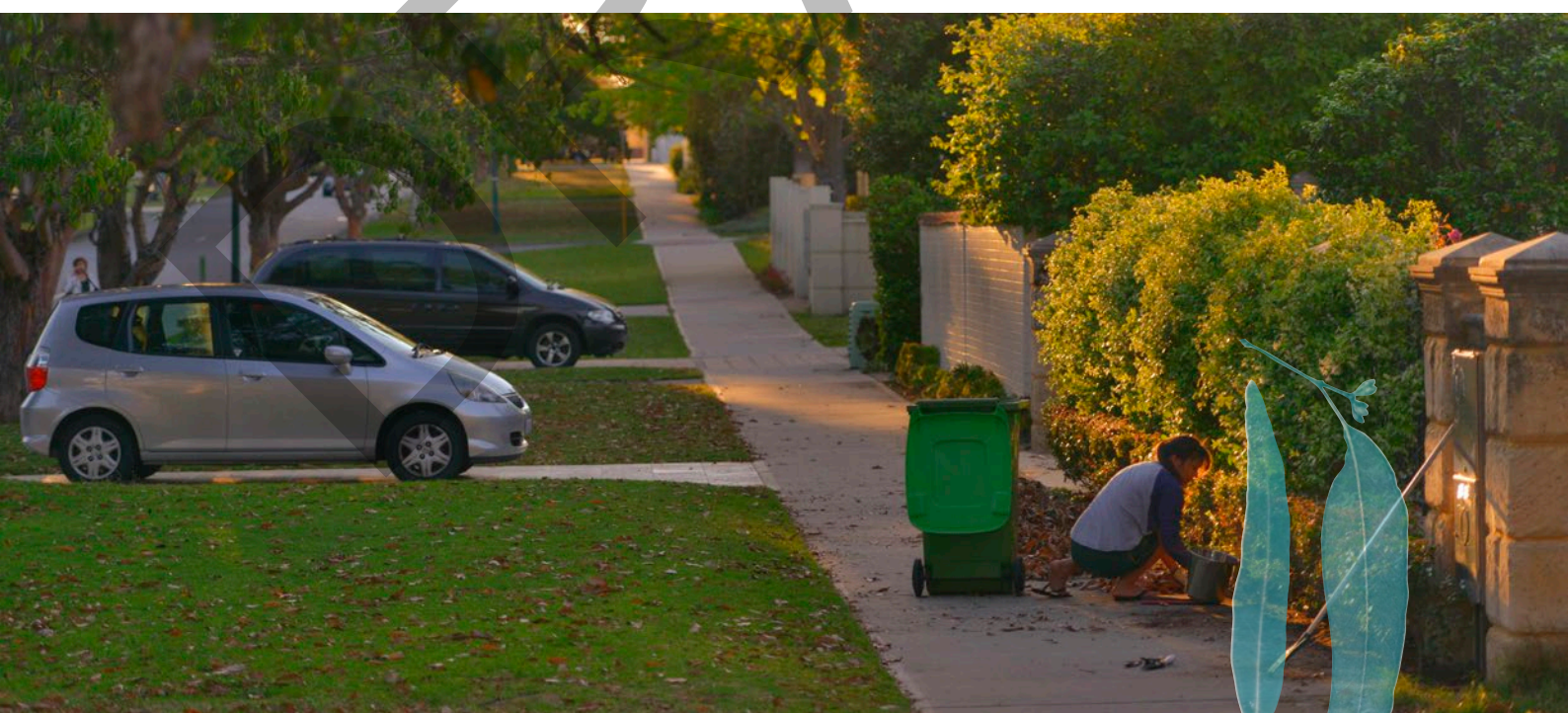
Asset Management Definitions

The definitions listed in table 17 are in accordance with the IIMM.

Table 17. Asset Management Definitions

Glossary	Definition
ASSET	An item, thing or entity that has potential or actual value to an organisation (such as plant, machinery, buildings, etc.).
ASSET MANAGEMENT (AM)	The systematic and coordinated activities and practices of an organisation to optimally and sustainably deliver on its objectives through the cost-effective lifecycle management of assets.
ASSET MANAGEMENT COORDINATOR	The person appointed by an organisation to ensure the corporate AM goals, objectives and legal obligations are met. The AM coordinator may also be required to lead the AM team.
ASSET MANAGEMENT FRAMEWORK	The overarching AM hierarchy including the AM Policy, Objectives, Strategy and the AM Plan.
ASSET MANAGEMENT INFORMATION SYSTEM (AMIS)	A combination of processes, data, software, and hardware applied to provide the essential outputs for effective AM.
ASSET MANAGEMENT PLAN (AM Plan)	Documented information that specifies the activities, resources and timescales required for an individual asset or a grouping of assets, to achieve the organisation's asset management objectives.
ASSET MANAGEMENT POLICY	The AM processes and techniques that an organisation undertakes, as outlined in this Manual, such as demand forecasting, developing and monitoring levels of service, risk management.
ASSET MANAGEMENT STRATEGY	ISO 55000 definition: Documented information that specifies how the organisational objectives are to be converted into AM objectives, the approach for developing AM plans, and the role of the AM system in supporting achievement of the AM objectives.
ASSET MANAGEMENT SYSTEM	A set of interrelated or interacting elements of an organisation, including the AM policy, AM objectives, AM Strategy, AM Plans, and the processes to achieve these objectives.
ASSET MANAGEMENT TEAM	The team appointed by an organisation to review and monitor the corporate AM improvement programme and ensure the development of integrated AM information systems, processes and plans consistent with organisational goals and objectives.
ASSET REGISTER	A record of asset information, typically held in a spreadsheet, database or software system, including asset attribute data such as quantity, type and construction cost.
CONDITION	The physical state of the asset.
CONDITION ASSESSMENT	The inspection, assessment, measurement and interpretation of the resultant data, to indicate the condition of a specific component to determine the need for some preventive or remedial action. Referred to in this document as audit and auditing.
DISPOSAL	Actions necessary to decommission and dispose of assets that are no longer required.

ISO 55000	ISO 55000 is suite of international standards covering management of assets of any kind.
LEVEL OF SERVICE	<p>The parameters or combination of parameters that reflect social, political, economic and environmental outcomes that the organisation delivers.</p> <p>Levels of service statements describe the outputs or objectives an organisation or activity intends to deliver to customers.</p>
NEW ASSET	Is an asset that is constructed or obtained to provide a level of service where no other asset previously existed.
PREDICTIVE MODELS	Typically use condition and performance deterioration curves to project the lifecycle costs of each asset for different maintenance or renewal strategies and identify the optimal treatment strategy.
RENEWAL	Works to replace existing assets or facilities with assets or facilities of equivalent capacity or performance capability.
REPAIR	Action to restore an item to its previous condition after failure or damage.
REPLACEMENT	The complete replacement of an asset that has reached the end of its life, so as to provide a similar, or agreed alternative, level of service.
STRATEGIC PLAN	A plan containing the long-term goals and strategies of an organisation. Strategic plans have a strong external focus, cover major portions of the organisation and identify major targets, actions and resource allocations relating to the long-term survival, value and growth of the organisation.
UPGRADE	Is to replace an existing asset with enhanced capability or function where an option existed for replacement without the enhanced capability or functionality.





DRAFT



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TS18.19	Execution of Grant of Easement to the City of Nedlands
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Committee	13 August 2019
Council	27 August 2019
Applicant	City of Nedlands
Employee Disclosure under section 5.70 Local Government Act 1995	Nil.
Director	Jim Duff – Director Technical Services
Attachments	<ol style="list-style-type: none"> 1. Copy of letter from Kott Gunning Lawyers. 2. Copy of Easement in Gross Documents. 3. Map of lot 182 on Deposited Plan 21826, Montgomery Avenue, Mt Claremont.

Executive Summary

The purpose of this report is to approve the application of the Common Seal on a Grant of Easement for Lot 182 on Deposited Plan 21826, Montgomery Avenue Mt Claremont (Lot 182).

The Grant of Easement is to the City of Nedlands by the Water Corporation for the purposes of access to Daran Park (Reserve 45730), Mt Claremont.

Recommendation to Committee

Council

1. approves the application of the Council Common Seal (seal) by the CEO on the Grant of Easement documentation for Lot 182 in triplicate; and
2. directs the Mayor and Chief Executive Officer (CEO) to execute the Grant of Easement documentation in triplicate by way of signing.

Discussion/Overview

Background

Lot 182 is the subject of a transfer of land transaction (the transaction) between Landcorp and the Water Corporation, both State owned corporations.

The lot is currently held in freehold by Landcorp but has significant Water Corporation sewerage infrastructure within it. Lot 182 also has the access driveways in to Daran Park and the drainage sump, both City of Nedlands (the City) assets.

During the transaction negotiation between Landcorp and Water Corporation it was noted that whilst the City had access driveways in Lot 182, there was no formal

agreement guaranteeing the City access rights. It was therefore agreed that as part of the transaction, formal access rights to the City, by way of a Grant of Easement to the City was required.

Action

Kott Gunning Lawyers (Kott Gunning), acting on behalf of Water Corporation, delivered the easement documents to the City by priority post on the 4 July 2019.

Once approved by Council, the seal will be applied to the easement documents in triplicate in presence of the Mayor and CEO, who are then required to sign the easement documents in triplicate. At this point the documentation is said to be executed by the City.

Once executed, the easement documents will then be hand delivered by an Administration officer to the offices of Kott Gunning. On receipt, Kott Gunning will arrange for the Water Corporation to execute their portion of the easement documents. Kott Gunning will then undertake the lodging of the easement documents at Landgate.

Legislation

The Local Government Act 1995 states:

9.49A. Execution of documents

- (1) A document is duly executed by a local government if —
 - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
 - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
- (3) The common seal of the local government is to be affixed to a document in the presence of —
 - (a) the mayor or president; and
 - (b) the chief executive officer or a senior employee authorised by the chief executive officer, each of whom is to sign the document to attest that the common seal was so affixed.
- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

Key Relevant Previous Council Decisions:

Ordinary Council meeting 23 April 2019

“Council:

- 1. approves the application of the Council Common Seal (seal) by the CEO on the Grant of Easement documentation in triplicate for Lot 416 (No. 1) Heritage Lane Mt Claremont; and*
- 2. directs the Mayor and Chief Executive Officer (CEO) to execute the Grant of Easement documentation in triplicate by way of signing.”*

Consultation

Negotiations were undertaken between Landcorp and the Water Corporation. Further negotiations were then undertaken between the Water Corporation and Administration, with the CEO approving the wording to the easement documents.

Budget/Financial Implications

Nil.

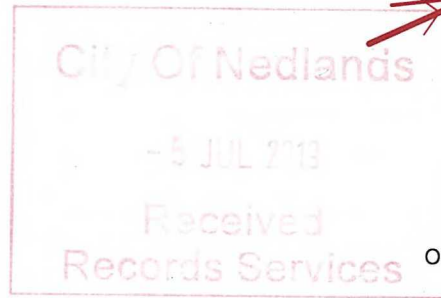


KOTT GUNNING
LAWYERS

4 July 2019

BY PRIORITY POST

City of Nedlands
71 Stirling Highway
NEDLANDS WA 6009



Our Ref: EKL:WC-PR-LE:190276
2865116_1

Partner: Emma Leys
9483 0935
eleys@kottgunn.com.au

Attention:
Ronni Crabtree and/or Steve Crossman

Dear Ronni and Steve

**LOT 182 MONTGOMERY AVENUE, MOUNT CLAREMONT – DARAN PARK
(RESERVE 45730) – DEED OF EASEMENT WITH WATER CORPORATION**

We act for the Water Corporation.

We refer to your recent communications regarding the above matter with Tim Fry at the Water Corporation.

Please find enclosed the Deed of Easement (in triplicate), for execution by the City.

Once the City has signed the Deed of Easement, please return all three copies to our office and we shall arrange for signing by our client.

We note the Deed will be lodged at Landgate in due course, in conjunction with our client's purchase of Lot 182 from Landcorp.

Should you have any queries, please do not hesitate to contact Emma Leys.

Yours faithfully
KOTT GUNNING
Enc.



Level 8, AMP Building
140 St Georges Terrace
Perth WA 6000

GPO Box L890
Perth WA 6842
DX 110 Perth

T 08 9321 3755
F 08 9321 3465
E info@kottgunn.com.au

kottgunn.com.au
advoc

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BUSINESS AT STAKE**
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FORM B2 - FORM APPROVAL NUMBERB1746

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

BLANK INSTRUMENT FORM

DEED OF EASEMENT IN GROSS

SECTIONS 195 AND 196 LAND ADMINISTRATION ACT

(Note 1)

DEED OF EASEMENT dated

2019

BETWEEN:

1. **WATER CORPORATION (ABN 28 003 434 917)** a statutory body corporate established under the provisions of the *Water Corporation Act 1995 (WA)* of 629 Newcastle Street, Leederville, Western Australia (**Grantor**)
2. **CITY OF NEDLANDS (ABN 92 614 728 214)** of 71 Stirling Highway, Nedlands, Western Australia (**Grantee**)

RECITALS:

- A. The Grantor is registered as the proprietor of an estate in fee simple in the Land.
- B. Upon the Land is waste water pumping station infrastructure, owned by the Grantor.
- C. The Grantee wishes to create a public access way on the Land, to allow access to adjoining Daran Park, which rights would commence as from the Commencement Date.
- D. The Grantor requires that the Grantee be responsible for maintenance costs associated with the public access way which is on the Grantor's Land.
- E. Pursuant to Section 195 of the Empowering Legislation an easement may be created in favour of a local government without the need for a dominant tenement. In accordance with Section 196 of the Empowering Legislation an easement granted pursuant to Section 195 may be a public access easement for the use and benefit of the public at large.
- F. The Grantor has agreed to provide to the Grantee an easement in gross under sections 195 and 196 of the Empowering Legislation for the rights of public access over the Easement Land, subject to the Encumbrance and upon the terms and conditions contained in this Deed.

THIS DEED WITNESSES and the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless the contrary intention appears:-

Acts includes all acts and statutes (State or Federal) for the time being enacted or modifying any Acts and all regulations local laws by-laws requisitions or orders made under any Act from time to time by any statutory public or other competent authority;

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia;

Commencement Date means the date of execution of this Deed by the Parties;

Consideration means the consideration (if any) described in Item 3 of the Schedule;

Deed means the deed between the Parties constituted by this document and includes the recitals and any amendments made from time to time in accordance therewith and any schedules hereto and "this Deed" has a corresponding meaning;

Easement Land means that part of the Land described in Item 2 of the Schedule;

Easement Plan means the interest only Deposited Plan 416729;

Empowering Legislation means the *Land Administration Act 1997 (WA)* as amended;

Encumbrances means the limitations, interests, encumbrances and notifications (if any) on the Land, as described in Item 4 of the Schedule;

Grantee includes the successors in title to the Grantee;

Grantee's Patrons means the workmen, officers, servants, employees, contractors, agents and others acting under the authority of the Grantee from time to time and at all times in the future and members of the public at large;

Grantor includes the successors in title to the Grantor;

Grantor's Patrons means the workmen, officers, servants, employees, contractors, agents, customers, invitees, lessees, licensees and other acting under the authority of the Grantor from time to time and at all times in the future;

Land means the land described in Item 1 of the Schedule;

Landgate means the Western Australian Land Information Authority, trading as Landgate;

Party means a party to this Deed and "parties" shall have a corresponding meaning;

Schedule means the schedule attached to this Deed;

Vehicles means a vehicle of any description laden or not laden PROVIDED THAT such vehicle must not exceed such weight or size limits as would require the vehicle to hold a special permit for travel on public roads from the Commissioner for Main Roads (or any other such governmental authority which governs the public road network from time to time).

1.2 Construction of Terms

Unless repugnant to the sense or context:

- (a) Every covenant or agreement expressed or implied in this Deed in which more persons than one covenant or agree bind such persons and every two or more of them jointly and each of them severally;
- (b) Reference to any party shall mean and include a reference to that party, his successors or personal representatives (as the case may be) and transferees;
- (c) Reference to a "person" includes a corporation, firm, unincorporated association, and a government or statutory body or authority;
- (d) Words importing the singular or plural numbers shall include the plural number and singular number respectively;
- (e) A reference to any gender shall include all genders;

- (f) References to acts and statutes shall include all statutes amending or consolidating the statutes referred to;
- (g) Words (including defined expressions) importing individual persons only shall include corporations;
- (h) References to currency are to the currency of Australia unless otherwise stated;
- (i) Time is the local time in Perth.
- (j) Headings shall not affect the construction or interpretation of this Deed; and
- (k) References to clauses are references to the clauses of this Deed;
- (l) A reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of this Deed;

2. GRANT OF EASEMENT

2.1 Grant of Easement

Subject to the provisions of Clause 3, in consideration of the premises and for the Consideration (if any), by this Deed the Grantor, being registered as the proprietor of an estate in fee simple in the Land subject to the Encumbrances, for itself and its successors in title, the registered proprietor or proprietors for the time being of the Land, HEREBY GRANTS the full and free right and liberty on and from the Commencement Date to the Grantee and every person authorised by the Grantee including the Grantee's Patrons and the public at large, a public access easement for the use and the benefit of the public at large, the non-exclusive right to pass and repass at all times over, along and across the Easement Land for all purposes:

- (a) either with or without Vehicles; and
- (b) by way of cyclist or pedestrian access,

on the terms set out in this Deed PROVIDED THAT nothing in this Deed shall give any express or implied right or authority to the Grantee to exclude the Grantor or the Grantor's Patrons from using the Easement Land.

2.2 Public Access Easement

The easement created by Clause 2.1 of this Deed is a public access easement created under sections 195 and 196 of the Empowering Legislation.

2.3 No Obstructions

Subject to the provisions of Clause 3, neither the Grantor nor the Grantee will:

- (a) erect any building, structure, fence, wall or other thing on any boundary of the Grantor's Land which has the effect in any way of creating a barrier or restricting access to the Easement Land unless with each other's prior written consent which consent shall not be unreasonably withheld;
- (b) place or allow any obstacle to be placed or left on the Easement Land which will have the effect of restricting the use by the Grantor, the Grantor's Patrons, the Grantee, the Grantee's Patrons or users of the Easement Land unless with each other's prior written consent which consent shall not be unreasonably withheld;
- (c) permit the Grantor's Land to be used in any way so as to obstruct or interfere with the use of the Easement Land.

3. **SUSPENSION FOR GRANTOR'S WORKS**

On and from the Commencement Date, The Grantor is entitled at any time upon giving reasonable notice to the Grantee in accordance with this Deed, to suspend the right of the Grantee, the Grantee's Patrons and the public at large to use the Easement Land or any part thereof for the purpose of undertaking any repairs, maintenance or works to the Grantor's Land (including the Easement Land), and for the purposes of this clause the Grantor may restrict access or prohibit any access by the Grantee, the Grantee's Patrons or the public at large to the Easement Land or any part thereof for such period as the Grantor reasonably deems necessary PROVIDED THAT the Grantor shall take all reasonable steps to minimise any inconvenience to the Grantee.

4. **MAINTENANCE**

4.1 **Maintenance of the Easement Land**

The Grantee agrees to ensure that the surface of that part of the Easement Land which is red coloured tarmacadam and which forms part of the Grantee's larger area of tarmacadam road on their adjoining land is maintained in a proper and safe condition, and to carry out any repairs or maintenance necessary to ensure same at its own cost.

The Grantee also agrees to ensure that the grass and any bushes or other plants on the Grantor's Land is maintained at the Grantee's cost, which includes but may not be limited to regularly mowing the lawn and pruning the bushes and any other vegetation.

4.2 **Maintenance Obligations**

In complying with its obligations in clause 4.1, the Grantee must:

- (a) complete any repairs, maintenance or others works from time to time in respect of the Easement Land (the **Grantee's Works**) in a good and workmanlike manner;
- (b) carry away any rubbish occasioned by the Grantee's Works; and
- (c) during any progress of the Grantee's Works, affix adequate warning signs or notices and ensure that the Easement Land is properly fenced off or guarded in order to eliminate, so far as is reasonably possible, the risk of injury or damage to persons or animals from the Grantee's Works.

5. **GRANTEE'S COVENANTS**

The Grantee HEREBY COVENANTS with the Grantor:

- (a) to exercise the easement hereby granted in such manner as to cause as little inconvenience as practicable to the Grantor's Land;
- (b) forthwith to remedy and make good any damage to the Grantor's Land which may result from the exercise of this easement by the Grantee, the Grantee's Patrons or members of the public;
- (c) not to do anything that will damage the Grantor's infrastructure on the Grantor's Land;
- (d) that the Grantee shall comply with all Acts and Statutes (State or Federal) for the time being enacted and/or local laws regulations by-laws requisitions or orders made under any Act from time to time by any statutory public or other competent authority in connection with the use of the Easement Land and the rights granted pursuant to this Deed;
- (e) that the Grantee shall at its cost, effect and keep in force an adequate public risk insurance covering the public risk to third parties resulting from the use or abuse of the Easement Land and which policy shall bear the relevant endorsement to include the risks and indemnities referred to in clause 9 of this Deed; and

- (f) that the easement in favour of the Grantee granted by this Deed will not exclude the Grantor from using the Easement Land for any purpose consistent with this Deed, including without limitation permitting any other government, statutory, public or other competent authority from having access to the Easement Land for the purpose of providing services to any part of the Easement Land and installing all necessary pipes, conduits and services in the Easement Land PROVIDED THAT the Grantor will be responsible for ensuring the particular authority makes good any damages to the surface of the Easement Land resulting from such works.

6. ACKNOWLEDGEMENTS

Notwithstanding anything to the contrary contained in this Deed, the parties acknowledge and agree that the rights and obligations of the Grantee, the Grantee's Patrons and members of the public at large under this Deed shall not commence until the Commencement Date. The Grantee further acknowledges that it has no claims and no right to enter the Grantor's Land except as stated in this Deed.

7. NOT EXCLUSIVE EASEMENT

The Grantee acknowledges that the rights created in the Easement Land are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor, the Grantor's Patrons and other persons lawfully entitled to such rights.

8. BREACH BY GRANTEE

In the event of the Grantee being in breach of any of the terms covenants or conditions contained in this Deed for a period of fourteen (14) days after receiving written notice by the Grantor requiring the Grantee to remedy the breach specified in the notice, the Grantor may remedy or rectify that breach and any costs and expenses in carrying out the work shall be payable by the Grantee upon demand and nothing contained in this clause shall prejudice any other rights or remedies which the Grantor has or may have in respect of such breach.

9. INDEMNITY

Except to the extent that any claims demands proceedings judgment damages costs and losses of any nature whatsoever ("**the Claims**") are caused or contributed to by the default or negligence of the Grantor, the Grantee covenants with the Grantor to indemnify and keep indemnified the Grantor from and against any and all claims the Grantor may suffer or incur in connection with loss of life, personal injury to any person or damage to any person or property arising from or out of:

- (a) any accident on the Easement Land; or
- (b) the use by the Grantee, the Grantee's Patrons or any person (including members of the public at large) of the Easement Land or any part thereof.

10. ASSUMPTION OF RISK

The Grantee agrees to use the Easement Land at its own risk. The Grantee hereby releases to the full extent permitted by law the Grantor and its servants and agents from all claims and demands resulting from any accident, damage, death or injury occurring on the Easement Land except to the extent that the same is caused by an act, omission, default or negligence on the part of the Grantor or those for whom the Grantor is responsible.

11. GRANTOR'S STATUTORY POWERS

Nothing contained or implied by this Deed has the effect of constraining the Grantor or placing any fetter on its statutory rights, duties, powers, functions and protections including or referred to in any Act.

12. REGISTRATION

12.1 Registration

As soon as practicable after execution this Deed will be registered at Landgate.

12.2 Further Assurance

Each party will do all things and execute all further documents, necessary to enable registration of this Deed at Landgate and to give full effect to this Deed.

13. MODIFICATION OF RIGHTS

The rights granted to the Grantee under this Deed will not at any time be modified, surrendered, released or abandoned either wholly or partially except with the prior written consent of the Grantor and the Grantee and neither of those parties shall make application to any Court, the Commissioner of Titles, the Registrar of Titles or Landgate for the partial or whole modification, removal or extinguishment of any right granted to the Grantee under this Deed except with such prior written consent of all parties.

14. NOTICES

- (a) Each notice authorised or required to be given to a party shall be in writing and may be delivered personally or sent by properly addressed and pre-paid mail or facsimile in each case addressed to the party at its address set forth in this Deed, or as the case may be to such other address as it may from time to time notify to the other party pursuant to this Deed.
- (b) Each party may from time to time change its address by giving notice pursuant to this clause to the other party.
- (c) Any notice given pursuant to this clause shall be conclusively deemed to have been received:
 - (i) in the case of personal delivery, on the actual day of delivery if delivered prior to 5.00 p.m. (Perth Time) on a Business Day or on the next following Business Day if delivered after 5.00 p.m. (Perth Time) on a Business Day or on other than a Business Day;
 - (ii) if sent by mail, on the fifth clear Business Day after the day of posting; or
 - (iii) if sent by facsimile, on the day a receipt by the sender of the answerback code of the addressee at the conclusion of the transmission if received prior to 5.00 p.m. (Perth Time) on a Business Day or on the next following Business Day if received after 5.00 p.m. (Perth Time) on a Business Day or on other than a Business Day.

15. LEGAL COSTS AND STAMP DUTIES

- (a) The Grantee will pay the costs of preparing the Easement Plan and the registration costs for registration of this Deed at Landgate.
- (b) The Grantee will pay all duties assessed on this Deed (if any).
- (c) Each Party will pay their own solicitor's costs in relation to the preparation of this Deed.

EXECUTED as a Deed.

SCHEDULE**1. Land**

Lot 182 on Plan 21826 being the whole of the land contained in Certificate of Title Volume 2098 Folio 440.

2. Easement Land

That part of the Land as is more particularly shown and marked "A" on the Easement Plan.

3. Monetary or other Consideration

Nil

4. Encumbrances

1. F458854 – Easement to the State Energy Commission of Western Australia.

Executed as a deed:**Execution by Grantor:**

SIGNED by **Colm Lawrence Stanley** the **Manager, Property Management of Water Corporation (a Level 1 Attorney)** and by **Domenico Papalia** the **Lead, Property Acquisitions of Water Corporation (a Level 1 Attorney)** as the attorneys for Water Corporation who state that they have no notice of revocation of the **Power of Attorney No N704556 dated 22 August 2017** under which they sign in the presence of:

 Witness

 Name (please print)

629 Newcastle Street,

 Address

Leederville WA 6007

 Address (continued)

 Occupation

 Witness

 Name (please print)

629 Newcastle Street,

 Address

Leederville WA 6007

 Address (continued)

 Occupation

 Attorney

Colm Lawrence Stanley

Manager, Property Management of Water Corporation

 Designated Post

 Attorney

Domenico Papalia

Lead, Property Acquisitions of Water Corporation

 Designated Post

Execution by Grantee:

THE COMMON SEAL of)
CITY OF NEDLANDS)
 was hereunto affixed by authority of a)
 resolution of Council in the presence)
 of:

Chief Executive Officer:

Mayor:

Full Name:

Full Name:

CONSENT OF INTERESTED PARTIES

THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA named in registered Easement F458854 on the Land, hereby consents to the registration of the Easement created by this Deed.

Executed by The State Energy Commission of Western Australia (*please insert execution clause*):

INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

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FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY KOTT GUNNING
ADDRESS 140 St Georges Terrace
PERTH WA 6000
Reference: Emma Leys
9483 0935
eleys@kottgunn.com.au

PHONE No. (08) 9321 3755 FAX No. (08) 9321
3465

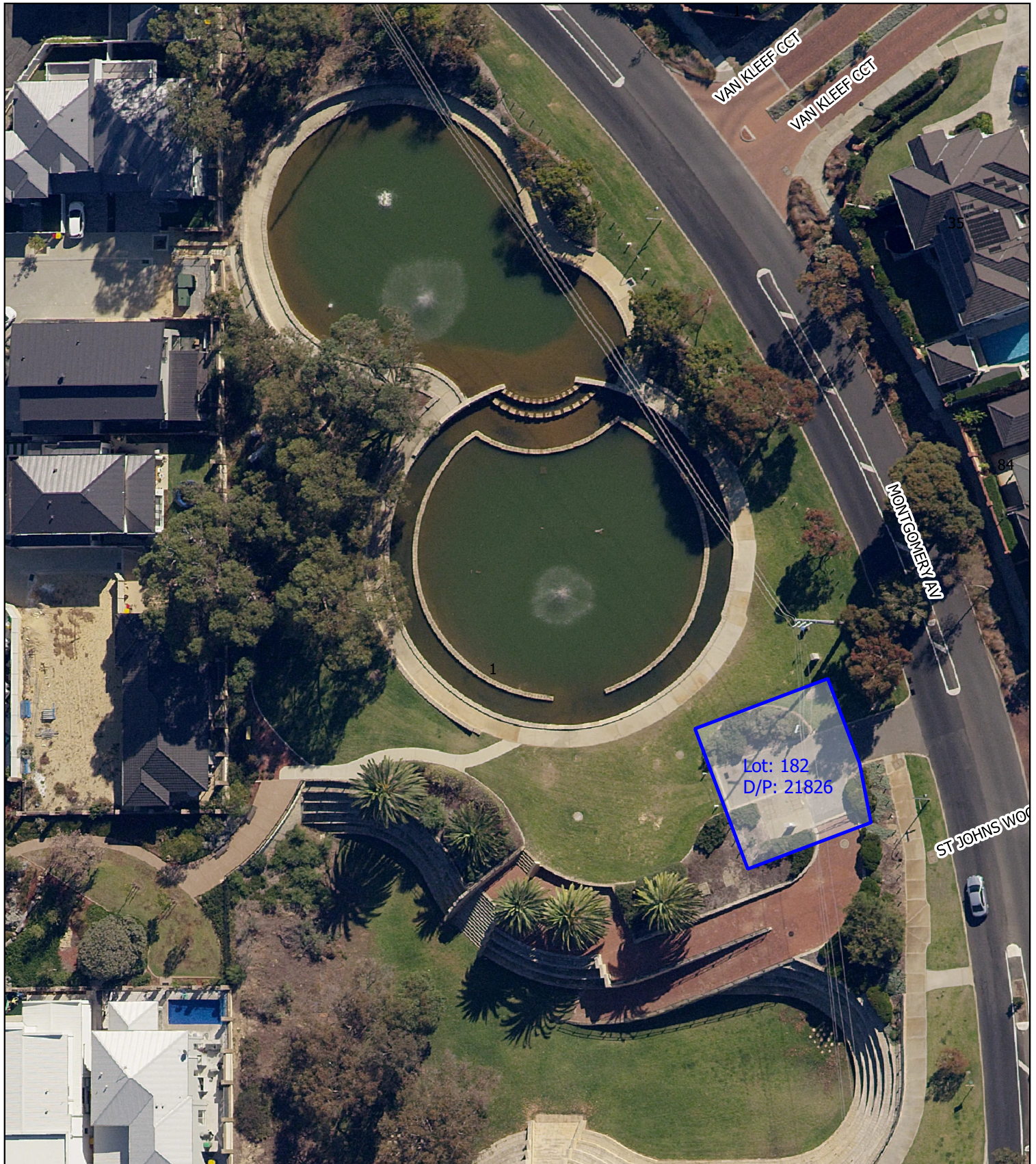
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HEREWITH

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2.	_____	Items
3.	_____	Nos.
4.	_____	
5.	_____	Receiving
6.	_____	Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND
ACT 1893 as amended on the day and time shown above and
particulars entered in the Register.

EXAMINED



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