
Shire of Kalamunda

General Services Committee

Minutes for 7 November



SHIRE OF KALAMUNDA

**Index for
General Services Committee Meeting
7 November**

1.0	OFFICIAL OPENING	1
2.0	APOLOGIES AND LEAVE OF ABSENCE	1
3.0	PUBLIC QUESTION TIME	2
4.0	PETITIONS	2
5.0	CONFIRMATION OF MINUTES OF PREVIOUS MEETING	2
6.0	ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION.....	2
7.0	MATTERS FOR WHICH MEETING MAY BE CLOSED	2
8.0	DISCLOSURE OF INTERESTS	2
9.0	REPORT TO COUNCIL	3
10.0	QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN	20
11.0	QUESTIONS BY MEMBERS WITHOUT NOTICE	20
12.0	URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION	20
13.0	MATTERS BEHIND CLOSED DOORS	20
14.0	CLOSURE	20



**Minutes of General Services Committee
held in the Function Room,
2 Railway Road, Kalamunda
Monday, 7 November**

1.0 OFFICIAL OPENING

- 1.1 In the absence of the Chairman, the Acting Chief Executive Officer called for nominations for a Chairman for this evening's proceedings. Cr D Sadler nominated Cr M Casey, this nomination was seconded by Cr S Blair. Cr S Bilich nominated Cr J Giardina, but in the absence of a seconder this nomination lapsed. Cr M Casey took the Chair.
- 2.1 The Acting Chairman opened the Meeting at 7pm and welcomed Councillors staff and members of the public gallery.

2.0 APOLOGIES AND LEAVE OF ABSENCE

3.1 PRESENT

Councillors

S Blair	NORTH WARD
D Sadler	SOUTH WEST WARD
A Morton	SOUTH WEST WARD
J Giardina	SOUTH WARD
S Bilich	SOUTH WARD
M Casey	NORTH WEST WARD

Officials

G Parslow	ACTING CHIEF EXECUTIVE OFFICER
M Garde	ACTING EXECUTIVE MANAGER CORPORATE SERVICES
S Burrows	EXECUTIVE MANAGER PLANNING AND DEVELOPMENT SERVICES
J Smith	ACTING EXECUTIVE MANAGER COMMUNITY SERVICES
M Singh	EXECUTIVE MANAGER ENGINEERING SERVICES
B Millan	EXECUTIVE ASSISTANT
D Elkins	MANAGER ENGINEERING SERVICE
R Briede	MANAGER LIBRARY SERVICE
F Lund	MINUTE SECRETARY

Apologies

E Taylor	(SHIRE PRESIDENT) NORTH WARD
D McKechnie	NORTH WARD

N Sadler	(CHAIRPERSON) SOUTH WEST WARD
P Tonkin	SOUTH WARD
J Winterhalder	EAST WARD
M Cresswell	NORTH WEST WARD
D Vaughan	CHIEF EXECUTIVE OFFICER
K O'Connor	EXECUTIVE MANAGER COMMUNITY SERVICES

Observers Nil

Newspapers Echo

3.0 PUBLIC QUESTION TIME

A period of not less than 15 minutes is provided to allow questions from the gallery on matters relating to the functions of this Committee. For the purposes of Minuting, these questions and answers are summarised.

4.1 Nil

4.0 PETITIONS

5.1 Nil

5.0 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

6.1 That the Minutes of the General Services Committee Meeting held on 3 October 2005 is confirmed as a true and correct record of the proceedings.

Moved: (Cr J Giardina)

Seconded: (Cr S Blair)

CARRIED UNANIMOUSLY

6.0 ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

7.1 Nil

7.0 MATTERS FOR WHICH MEETING MAY BE CLOSED

8.1 Nil

8.0 DISCLOSURE OF INTERESTS

Disclosure of Financial and Proximity Interests

(a) Members must disclose the nature of their interest in matters to be discussed at the meeting. (Sections 5.60B and 5.65 of the Local Government Act 1995)

- (b) Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting. (Sections 5.70 and 5.71 of the Local Government Act 1995).

Disclosure of Interest Affecting Impartiality

- (a) Members and staff must disclose their interest in matters to be discussed at the meeting in respect of which the member or employee has given or will give advice.

9.0 REPORT TO COUNCIL

Please Note:

Strategic and Policy related items are bolded and will be dealt with as the first items of business.

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

<u>Report No.</u>	<u>Page No.</u>
108. Creditors Accounts Paid For October 2005	4
109. Financial Statements For The Month Ending September 2005	5
110. General Meeting Of Electors - Proposed Change Of Date	6
111. Hale Road Bus Shelter Reinstatement.....	7
112. Licence Agreement - Kalamunda & Districts Football And Sportsmen's Club (Inc) And Lesmurdie Walliston Cricket Club (Inc)	9
113. Supply & Delivery of a 12 Seater Bus	12
114. Kalamunda Youth Swing Band - 7 Sanderson Road Lesmurdie	14
115. Closure of Pedestrian Access Way (PAW) between Gotha Way and Sussex Road, Forrestfield	17

REPORTS

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

108. Creditors Accounts Paid For October 2005 (FI-CRS-002) (Corporate Services)

Purpose of Report

1. To receive creditors' accounts paid for the month of September 2005.

Background

2. It is a requirement of the Local Government (Financial Management) Regulations 1996 (Regulation 12) that a list of Creditors' Accounts Paid be compiled for each month.
3. This list is required to show the payee's name, amount of payment, provide sufficient information to identify the transaction and the date of the meeting of Council at which it is to be presented.

Comments

4. Accordingly the list of creditors paid for 6 October 2005 to 1 November 2005 is attached ([***Attachment 1***](#)).

RECOMMENDATION GS 108/2005

1. That the list of creditors paid for 6 October 2005 to 1 November 2005 as per ([***Attachment 1***](#)) be received by Council in accordance with the requirements of Regulation 12 of the local Government (Financial Management) Regulations 1996.

Moved: (Cr J Giardina)

Seconded: (Cr A Morton)

CARRIED UNANIMOUSLY

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

**109. Financial Statements for the Month Ending September 2005
(FI-SRR-006) (Corporate Services)**

Refer Item:

Applicant:

Owner:

Purpose of Report

1. To receive financial and operating statements for the month ending 30 September 2005.

Background

2. Attached ([Attachment 1](#)) is the summary of the financial statements for the month ending 30 September 2005.
3. In accordance with Section 34 of the Local Government (Financial Management) Regulations 1996, an operating statement ([Attachment 2](#)) is included for the same period.

Comments

4. Nil.

RECOMMENDATION GS 109/2005

1. That the financial statements and the accompanying operating statements for the month ending 30 September 2005 be received.

Moved: (Cr D Sadler)

Seconded: (Cr S Blair)

CARRIED UNANIMOUSLY

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

110. General Meeting of Electors - Proposed Change of Date (Corporate Services)

Refer Item: GS46/2005

Applicant:

Owner:

Purpose of Report

1. To establish an alternative date for the Annual General Meeting of Electors.

Background

2. In May 2005 Council agreed on the schedule of Council/Committee meetings and important dates for 2005/2006. (Refer GS 46/2005). The General Meeting of Electors was scheduled for 28 November 2005.

Comments

3. Due to the prevalence of new staff in the finance section the audit/financial report/annual report programme is behind schedule to the extent that the Annual Report will not be available to be accepted by Council until the December 2005 meeting round.
4. Consequently, the General Meeting of electors will need to be re-scheduled.
5. There is a statutory requirement for the general meeting of electors to be held not more than 56 days after the local government accepts the Annual Report (Local Government Act 1995 – Section 5.27)
6. To comply with this requirement therefore it is proposed that the General Meeting of Electors for the 2004/2005 financial year be held on Tuesday 7 February 2006.
7. The statutory notice period for a General Meeting of Electors is at least 14 days.
8. **Councillor Blair asked if this will be the date for the General Meeting of Electors from now on. The Acting Chief Executive Officer replied yes, should the Councillors agree to this date.**

RECOMMENDATION GS 110/2005

1. That Council agrees to hold the General Meeting of Electors for the 2004/2005 financial year on Tuesday 7 February 2006.

Moved: (Cr S Blair)

Seconded: (Cr A Morton)

CARRIED UNANIMOUSLY

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

**111. Hale Road Bus Shelter Reinstatement
(HL-01/GEN; EG-CMP-004) (Engineering Services)**

Refer Item: N/A

Applicant: Mr & Mrs Harris

Owner: N/A

Purpose of Report

1. To consider a request for the non- reinstatement of a bus shelter, previously located on Hale Road, near the intersection of Dawson Avenue Forrestfield.

Background

2. The subject bus shelter in Hale Road, which was previously located near the intersection of Dawson Avenue, Forrestfield, was damaged due to a vehicle collision on, or around, 7 August 2005. The damaged bus shelter was deemed beyond repair, and was removed. A plan showing the location appears at ([Attachment 1.](#)).
3. Subsequent to the removal of the bus shelter, Mr & Mrs Harris, whose property is located close to the location, requested that the Shire not reinstate the shelter due to the antisocial behaviour being experienced at the site.
4. Based on the received request, a survey was sent to residents living within approximately 500m of the subject bus shelter to gauge their reaction to the proposal. A total of 110 surveys were sent to surrounding residents, with 30 replies being received. The following responses were received:
 - 11 people objected to the bus shelter being reinstated;
 - 18 people had no objection to the bus shelter being reinstated; and
 - 1 person could not decide, appreciating arguments for and against the reinstatement.
5. A summary of the responses appears at ([Attachment 2.](#)).
6. Swan Transit, the Transperth Contractor for the area, confirmed the bus shelter had a high level of usage, and their preference was for the shelter to be reinstated.
7. The nearest alternative bus shelter is 250m west of the subject shelter, which is also on Hale Road. The resident living adjacent has asked for this other shelter to also be removed.

Comments

8. Generally, the residents objecting to the subject bus shelter reinstatement are those likely to be directly impacted upon by the described antisocial behaviour. Those not objecting will benefit by the reinstatement, without being impacted upon by any antisocial behaviour consequences. With a large portion of residents not responding to the survey, it could be inferred that they are indifferent to the retention of the bus shelter.

9. If the bus shelter is not reinstated, users of public transport preferring to wait at a bus shelter will have to walk up to an extra 250m for this facility, an approximate 3 ½ minute walk.
10. Swan Transit commented that the removal of bus shelters is detrimental to encouraging the use of public transport, and may result in an undesirable precedent; in their view, if shelters are removed due to antisocial behaviour, there may ultimately be no shelters left in the community.
11. In view of the support for the reinstatement of the subject bus shelter, and the potential precedent should the shelter be removed, it is recommended that the bus shelter in Hale Road, near the intersection of Dawson Avenue, be reinstated.
- 12. Mr J Harris 123 Hale Road Forrestfield and Mr N White of 128 Hale Road Forrestfield spoke against the Recommendation. They live nearby the subject shelter and are fed up with the "unsafe and disgusting antisocial behaviour" which takes place around the shelter. They added that the residents who want the shelter reinstated are not impacted upon by this behaviour. Cr Blair enquired if the problems have ever been reported to the Police. Mr White replied that he had not made a Police report, but added that since the shelter was removed, there has been no bad behaviour.**
- 13. Councillors discussed issues such as the high usage of, an insurance claim, the cost to replace the shelter and with what shelter type. The outcome being an addition to the Recommendation, to include the upgrading of the type of bus shelter being reinstated.**

RECOMMENDATION GS 111/2005

1. That the bus shelter, on Hale Road near the intersection of Dawson Avenue Forrestfield, be reinstated to its previous location.

Moved: (Cr D Sadler)

Seconded: (Cr A Morton)

MOTION LAPSED

- 2. That the bus shelter, on Hale Road near the intersection of Dawson Avenue Forrestfield, be reinstated to its previous location, with new type of shelter with mesh panels.**

Moved: (Cr D Sadler)

Seconded: (Cr A Morton)

FOR

Cr S Blair
Cr A Morton
Cr D Sadler
Cr M Casey

AGAINST

Cr J Giardina
Cr S Bilich

CARRIED

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

**112. Licence Agreement - Kalamunda & Districts Football And Sportsmen's Club (Inc) And Lesmurdie Walliston Cricket Club (Inc)
(GL-08/096E) (Community Services)**

Refer Item:

Applicant:

Owner: Shire of Kalamunda

Purpose of Report

1. To consider amendments to the Licence Agreement for the Kalamunda & Districts Football and Sportsmen's Club (KDFSC) and Lesmurdie Walliston Cricket Club (LWCC) and the future tenure of the Ray Owen Pavilion.

Background

2. In March 2003 a Council endorsed licence agreement was sent to both clubs for signing. The cricket club subsequently signed the agreement, however the football club were not satisfied with some of the licence details and have yet to sign the document.

Comments

3. Ongoing discussions have occurred with KDFSC and agreement has now been reached on the amended licence agreement.
4. Discussions have taken place with the LWCC and they also support the proposed changes to the agreement.
5. The licence clause details and schedule item amendments that both clubs would like to see included in the agreement are shown in ([Attachment 1](#)).
6. In a letter from KDFSC dated 15 July 2005 the club requested consideration of two issues associated with the premises.
 - i) that all outstanding KDFSC debts to the Shire be cancelled.
 - ii) that the Shire undertakes a major refurbishment of the premises i.e. roof, ceilings, carpet/tiles, toilet etc at the Shire's cost.
7. With regard to the first issue, a number of arrangements have been made in the past to bring about a progressive reduction of the amount owing. The current outstanding debt is \$24,641 of which \$18,000 relates to the period prior to 2000.
8. The Council has in the past written off portions of the debt outstanding against the KDFSC, followed by an agreed debt reduction plan, however, these plans have never been successfully completed.
9. The second issue refers to a major refurbishment and includes some items that were unsuccessfully requested in the 2005/06 non recurrent budget submissions. An amount

of \$30,000 however has been carried forward into the 2005/06 budget for replacement of the Ray Owen Pavilion roof, subject to the KDFSC signing the licence agreement.

10. Councillors discussed the Item noting that the debt, owing to Council, is not charged interest.

RECOMMENDATION GS 112/2005

1. That once the following amendments have been made to the 2003 Licence Agreement, Council present the revised document to the clubs for signing.

- Clause 5 (h) (i) Cleaning, Maintenance and Repair to be worded as follows:

To:

- a) *keep and maintain the Licensed Premise in good and tenable repair and condition clean and in good operating order.*
- b) *this clause shall not impose on the Licensees an obligation in respect of any structural maintenance, replacement or repairs, unless such damages are found to be caused by activities or neglect of the Licensees.*
- c) *keep and maintain the Licensed Premise clean and tidy and free from dirt and rubbish.*

- The Licence Schedule to include the additional items as follows:

Clause 7. Contents of Premises

7.1 All contents belonging to the Kalamunda & Districts Football & Sportsmen's Club and Lesmurdie Walliston Cricket Club may remain in the clubrooms and change rooms (licensed premises) during the term of this licence. Any dispute as to the location and storage of the contents shall be arbitrated by the Shire.

7.2 Kalamunda & Districts Football & Sportsman's Club and Lesmurdie Walliston Cricket Club shall have the right to reach agreement with other users of the licensed premises for the cost of replacing their worn and damaged contents.

Clause 8. Use of Premises

8.1 Kalamunda & Districts Football & Sportsman's Club and Lesmurdie Walliston Cricket Club shall have use of the licensed premises on Mondays and Wednesdays and one additional day and evening per month outside their recognised seasons.

8.2 Each licensee shall give three weeks notice to the club in season of any additional time (referred to in 8.1 of schedule but excluding Mondays and Wednesdays) they wish to use the licensed premise outside their recognised season.

8.3 Refer to the clause 5(i)(ii) for the conditions and dates of recognised seasons.

Clause 9. Separate Invoicing for Clubs

9.1 *The Shire will separate all accounts between the clubs to coincide with their seasonal usage of the licensed premises.*

2. That Council notes with concern the outstanding debt of the Kalamunda & Districts Football and Sportsmen's Club (KDFSC) amounting to \$24,641 and that the club be required to enter into a repayment scheme to the satisfaction of the Executive Manager Corporate Services.

Moved: (Cr J Giardina)

Seconded: (Cr S Bilich)

CARRIED UNANIMOUSLY

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

**113. Supply & Delivery of a 12 Seater Bus
(TENDER TO512) (Community Services)**

Refer Item:

Applicant: N/A

Owner: N/A

Purpose of Report

1. To recommend to Council the purchase of a 12 seater Home and Community Care (HACC) Services bus, funded by the Department of Health (DOH).

Background

2. An application for non-recurrent funding to replace our current HACC Services Bus was submitted to the DOH Aged Care Directorate in October 2004.
3. The sum of \$87,400.00 (excluding GST) was received by Council in June 2005 from the DOH for the purchase of a new HACC bus.
4. Tender TO512 was advertised for the Supply and Delivery of a 12 seat Mercedes-Benz Bus as specified by the DOH, closing at 4.00 pm on Thursday 22 September 2005.
5. There was only one (1) complying Tender document which also included the fit out component of the specification. Details of the Tender specifications received from Diesel Motors Trucks are shown at ([Attachment 1](#)).

Comments

6. The balance of the funds (\$2,634.00) needed to match the Tender price of \$90,034 (excluding GST) can be sourced from the Shire of Kalamunda's HACC Reserve Account.
7. **In view of a lack of an Absolute Majority vote being possible at this Committee meeting, the Item will be submitted to the November Planning Services Committee.**

RECOMMENDATION GS 113/2005

1. That a Mercedes-Benz 313 CDI LWB Sprinter Bus including fit out by Accessible Transit Specialists be purchased from Diesel Motor Trucks for the net price of \$90,034.56 (excluding GST).
2. That the balance of funds required in excess of the grant provided (\$2,634) will be withdrawn from the HACC Reserve Account.

Absolute Majority

MOTION LAPSED

COMMITTEE RECOMMENDATION TO COUNCIL

GS 113/2005

That in view of a lack of an Absolute Majority, this Item be referred to the November Planning Services Committee.

Moved: (Cr S Bilich)

Seconded: (Cr A Morton)

CARRIED UNANIMOUSLY

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

114. Kalamunda Youth Swing Band - 7 Sanderson Road

Lesmurdie

(CO-CCS-047) (Community Services)

Refer Item: GS 44-05

Applicant: Kalamunda Youth Swing Band

Owner: N/A

Purpose of Report

1. To consider the results of a community survey after the three month trial occupancy of the premises at 7 Sanderson Road, Lesmurdie (formerly Lesmurdie Pre-Primary) by the Kalamunda Youth Swing Band (KYSB).

Background

2. Council in the meeting of May 2005 (report item 60) supported the proposal of the KYSB subject to the following three (3) conditions;
3. That prior to the Council offering KYSB a lease of the premises that they be given a three (3) month trial occupancy, followed by a Council survey of the affected residents
4. That the use of the premises is offered to KYSB on the understanding that they will continue to operate financially independent of Council.
5. That subject to a satisfactory survey result, the KYSB be offered a lease of the premises situated at 7 Sanderson Road Lesmurdie and in accordance with the main terms and conditions listed below:
 - Pay \$700 in rent per annum, indexed to CPI annually;
 - Pay 100% of rubbish charges, gas, water, power, telephone, cleaning, garden maintenance and all costs associated with the preparation execution and stamping of the agreement;
 - Maintain \$10 million public liability insurance; building insurance for the premises and adequate contents insurance;
 - Maintain the premises in a clean and sanitary condition and be responsible for all minor and major maintenance;
 - The term of the lease is five years with a further five year option; and
 - For the purposes of rehearsals, teaching and storage.
6. The trial period commenced on 1 August 2005 and finishes on 30 October 2005.
7. The residents at an informal meeting agreed that they supported broadening the purposes of the lease by including committee meetings and social gatherings.
8. A survey was conducted in October and five responses were received (**Attachment 1**). Responses indicated that there was no problem with the operation of the band. Two of

the responses qualified this response with the proviso that there were no changes to what is currently happening.

Comment

9. Further consultation with the residents revealed concern as to whether the situation would change with summer approaching. However they were happy to accept approval being given on the basis that the club proposes to take measures which would help reduce noise levels including installing air conditioning and drapes.
10. The Youth Swing Band indicates that they were in the process of obtaining quotes to install air conditioning and additional drapes. This work is proposed to undertaken once a lease is given by Council. They believe that these steps will adequately address the concerns of residents.
11. On this basis it is recommended that the lease is given subject to all conditions as approved by Council in May 2005. The Club is to be advised that they are subject to the provisions of the Environmental Protection (Noise) Regulations 1997, and it is highly recommended that expert advice be sought from an Acoustician to ensure that any proposed works will be beneficial.
12. **Dallas Newman, and Allan Newman 10 Sanderson Road, Lesmurdie. to speak on behalf of the Item. The initial thought that the noise could be a problem, this has not been the case. The issue of using the location for practice, storage and teaching, the mechanism for the end of the 3 month period. The Agreement Council did not allow the band to use the venue for meetings and social gatherings. Residents have not agreed to an 'open ended' social gatherings etc. But the band is trying to do the right thing, so can we say the social gatherings are for the band only, and not for birthday parties etc. Occasional social gatherings can be approved but don't want it all the time.**
13. **Peter Van Der Muelen appreciates Mrs Newman's concerns, and social gatherings will not be open ended. Christmas windup for an afternoon event for a few hours, to gel the club together. Not to make the party available for 21st or 18th Birthdays. An afternoon start up BBQ at the start of the year etc. If stipulations were place upon the venue, we would be happy with this. The venue is perfect but curtains would be a good idea to keep the sound low. Air cond will also assist in summer to keep the noise inside the building. WE have had a door open to test the noise factor, and this has been worthwhile.**
14. **Cr D Sadler, would you be happy with point 6 having added the occasional social gathering. Cr Blair, asked Peter happy with the last point.(adding to point 6)**

RECOMMENDATION GS 114/2005

1. That a lease be granted to the Kalamunda Youth Swing Band on the basis that they continue to operate financially independent of the Council and in accordance with the conditions as listed below:
 - Pay \$700 in rent per annum, indexed to CPI annually;
 - 100% of rubbish charges, gas, water, power, telephone cleaning, garden maintenance and all costs associated with the preparation execution and stamping of the agreement;

-
- Maintain \$10 million public liability insurance; building insurance for the premises and adequate contents insurance;
 - Maintain the premises in a clean and sanitary condition and be responsible for all minor and major maintenance;
 - The term of the lease is five years with a further five year option; and
 - For the purposes of rehearsals, teaching, storage, committee meetings and social events.
2. That the Kalamunda Youth Swing Band be advised of the need to comply with the provisions of the Environmental Protection (Noise) Regulations 1997.

COMMITTEE RECOMMENDATION TO COUNCIL

GS

114/2005

3. That a lease be granted to the Kalamunda Youth Swing Band on the basis that they continue to operate financially independent of the Council and in accordance with the conditions as listed below:
- Pay \$700 in rent per annum, indexed to CPI annually;
 - 100% of rubbish charges, gas, water, power, telephone cleaning, garden maintenance and all costs associated with the preparation execution and stamping of the agreement;
 - Maintain \$10 million public liability insurance; building insurance for the premises and adequate contents insurance;
 - Maintain the premises in a clean and sanitary condition and be responsible for all minor and major maintenance;
 - The term of the lease is five years with a further five year option; and
 - For the purposes of rehearsals, teaching, storage, committee meetings and for occasional social events for members only with prior notice to residents in the immediate vicinity,.
4. That the Kalamunda Youth Swing Band be advised of the need to comply with the provisions of the Environmental Protection (Noise) Regulations 1997.

Moved: (Cr D Sadler)

Seconded: (Cr J Giardina)

CARRIED UNANIMOUSLY

Declaration of financial/conflict of interests to be recorded prior to dealing with each item

115. Closure of Pedestrian Access Way (PAW) between Gotha Way and Sussex Road, Forrestfield

(GT-01/GEN) (Planning and Development Services)

Refer Item: N/A

Applicant: Michael Douglas

Owner: Crown

Purpose of Report

1. Council is to determine whether to support the closure of the Pedestrian Access Way (PAW) between Gotha Way and Sussex Road, Forrestfield. ([Attachment 1](#))

Background

2. A request for closure was received in February 2005 from the adjacent landowner in Sussex Road. The request was supported by way of petition signed by landowners from both Sussex Road and Gotha Way. Residents close to the PAW have been experiencing problems with anti-social behaviour in the PAW.

Comments

3. The subject PAW connects Gotha Way with Forrestfield Primary in Sussex Road and further to Hale Road and Forrestfield Forum. If this PAW is closed the additional travel for pedestrians would be 310m or up to 4 min depending on the direction. Refer ([Attachment 2](#)).
4. The closure would divert pedestrian/cycle traffic to Harewood Road and Northumberland Road in eastern direction and to Hartfield Road to the west. Harewood Road and Northumberland Road both have foot paths, are level gradient with good surveillance and relatively low traffic volumes. Hartfield Road is higher traffic volume road.
5. Adjoining owners have expressed a willingness to purchase the PAW land and contribute to any costs applicable. The proposal has been advertised for public comment. Twenty nine submissions were received, being 7 objections and 22 non-objections. ([Attachment 3](#))
6. The main issues raised regarding objection to closure were:
 - Closure would inconvenience a lot of people and will not prevent anti-social behaviour;
 - The PAW is a short and convenient access to Forrestfield Primary School and Forrestfield Forum;
 - PAW is used to access the shops;
 - PAW is used up to twice a day for regular walks; and
 - School children use it to go to school;
7. Main issues raised from people who want the PAW closed were:
 - Closure would get rid of trouble spot;

-
- Walkway is a dumping ground for a variety of rubbish and shopping trolleys;
 - There is a graffiti problem in the PAW; and
 - Closure would reduce anti-social behaviour.
8. Although the PAW provides direct route to a primary school and Forrestfield Forum, there is an alternative route that is safe, with good surveillance and fairly low traffic. It is considered that walking times would not be significantly increased should the PAW be closed. The Disability Services Commission and Department of Education and Training had no objections to the proposed closure.
9. There is a sewerage access chamber in the PAW and Water Corporation advised that proposed boundaries around the chamber must be one meter clear to allow easy access to the chamber. There are no other services in the PAW.
10. It is recommended that the Council support the closure on the basis of problems adjoining owners are experiencing in relation to anti social behaviour in the PAW.

RECOMMENDATION GS 115/2005

1. That the Council support the closure of Public Access Way between Gotha Way and Sussex Road in Forrestfield on the basis of:
- Vandalism and security issues experienced by surrounding residents;
 - Existence of alternative routes to the community facilities; and
 - Low community impact of the closure.
2. That the Department for Planning Infrastructure is requested to support the closure, sale and amalgamation of the above Public Access Way.

Moved: (Cr David Sadler)

Seconded: (Cr John Giardina)

Unan

1.0 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

2.0 QUESTIONS BY MEMBERS WITHOUT NOTICE

Has a date for the Policy Register been set for Council consideration? EMCS said there will be a forum and then Council will consider the register.

3.0 URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

Nil

**4.0 MATTERS CLOSED TO THE PUBLIC
(Matters Behind Closed Doors)**

Nil

5.0 CLOSURE

7.45 pm

10.0 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

10.1

11.0 QUESTIONS BY MEMBERS WITHOUT NOTICE

11.1 Nil

12.0 URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

12.1 Nil

13.0 MATTERS BEHIND CLOSED DOORS

13.1 Nil

14.0 CLOSURE

There being no further business, the Chairman declared the meeting closed at 7:45pm.

I confirm these Minutes to be a true and accurate record of the proceedings of this Council.

Signed Chairman

Dated thisday of2005