

Model Local Planning Policy: Managing Landscape Entry Statements

Date of Adoption: xxx

Council Resolution: xxx

Schedule for Review: xxx

Background

Entry statements are used within subdivisions as a promotional tool for developments to market their individualism by setting them out as unique or exclusive in some way and contributing to sense of place for local residents. While this is seen as a 'commercial necessity' for the developer, the City/Town/Shire can subsequently inherit assets that are commercial in nature and not considered as functional assets for the community. Consequently, entry statements can create long term costs if they become a City/Town/Shire asset and therefore, need to be assessed against the associated cost for maintenance and / or replacement within a 'whole of life' cycle. To ensure better functionality, this policy identifies some key steps to improve the capacity of the City/Town/Shire to influence the design and implementation of entry statements.

An entry statement within any development proposal is any construction or landscaping arrangement designed and constructed with the aim of promoting and enhancing the entry and presentation of a subdivision. For example, a sign with the name of the estate placed at an entry point with associated landscaping and structures.

Entry statements for subdivision are not specifically part of the Western Australian Planning Commission (WAPC) approval process for subdivision. A standard condition is generally imposed as follows:

Arrangement being made for the proposed public open space to be developed by the landowner/applicant to a minimum standard and maintained for two summers through the implementation of an approved landscape plan providing for development and maintenance of the proposed public open space in accordance with the requirements of Liveable Neighbourhoods and to the specifications of the Local Government. (Local Government).

Entry Statement design is assessed through the City/Town/Shire's Development Application process and the aim of this policy is to improve the transition process when management responsibilities of landscaping shift from the developer to the Local Government. Applicants can acquire further information regarding the requirements of the Development Application process through the City/Town/Shire's planning department.

This policy requires developers to undertake a number of design and implementation protocols to ensure that entry statements have been adequately retrofitted prior to handover to Local Government.

Policy Objectives

The objectives of this policy are:

- To establish and maintain a consistent process for managing the handover of water wise entry statements from developers to Local Government
- To ensure new entry statements are designed and constructed in a way which can easily be retrofitted as a water wise and low maintenance design
- To protect the Local Government from inheriting assets of little functional community value and high maintenance costs.

Policy Statement

Application and Maintenance Agreement

In making an application for planning approval for an entry statement for a new subdivision, the applicant will be required to enter into a legally binding Entry Statement Maintenance Agreement with the City/Town/Shire of _____, prepared by the City/Town/Shire.

Weeding, irrigation, cleaning and general maintenance of landscaped areas both for hard works and soft works associated with the entry statement is to be carried out by the applicant until the end of the maintenance agreement period to the satisfaction of the City/Town/Shire.

Entry statements should be designed so that once the Entry Statement Maintenance Agreement has expired, all retrofitting/downgrading works have been completed to a Retrofit / Downgrade Plan agreed on as part of the original development application to the satisfaction of the City/Town/Shire.

Extension of the maintenance agreement may be given subject to retention of any bond amounts required and at the discretion of the City/Town/Shire. However, adequate provision should be made for any increase in the cost of carrying out the retrofit works over the life of the maintenance agreement. Any extension to the maintenance agreement may require a reassessment of the bond paid to ensure that it is appropriate for any retrofitting required.

Maintenance and Retrofit/Downgrade Bond

The applicant will be required to pay a maintenance bond, which will be retained by the City/Town/Shire for the life of the maintenance agreement. The value of the bond will be determined by the City/Town/Shire based on the estimated annual maintenance cost for the agreement period and the total downgrading/retrofitting cost of the entry statement to the agreed Retrofit / Downgrade Plan.

Refund of the bond will be subject to satisfactory compliance with the maintenance agreement including any agreed terms in relation to the retrofit / downgrade plan prior to the return of the bond amount.

The City/Town/Shire reserves the right to remove or downgrade the entry statement using funds from the bond held where the applicant does not provide suitable maintenance of the entry statement or does not comply with the approved Retrofit / Downgrade Plan prior to or upon expiry of the maintenance agreement.

The bond agreement may be prepared separately from the maintenance agreement by the City/Town/Shire's in house legal team, or external consultant.

The City/Town/Shire may adopt strict guidelines for the management of this type of contract and allocate responsibility to following up, managing and ensuring compliance with any agreements between the City/Town/Shire and developers.

Entry Statement Design

The applicant is required to submit a detailed landscaping and construction plan and a cost spreadsheet for the proposed entry statement through the City/Town/Shire's development application process.

The minimum requirement shall be:

- Details of design including all elevations (Min 1:200)
- Layout of structural detail and structural engineering certification (if required)
- A planting plan including all species to be used including (any) turf and locations, with preference given to plans that are compliant with appropriate industry minimum water efficiency standards
- An irrigation plan (material to comply to City/Town/Shire technical specification) that complies with the IAL (2006) Urban Irrigation Best Management Practices or similar, including water demand requirement, supply source and an agreement for this source to be handed over to the Local Government
- A legend showing all surrounding infrastructure and relevant dimensions including heights and widths
- All material choices and finishes
- A retro fit / downgrade plan (showing amended design) that complies with minimum water efficiency standards
- Cost for construction of initial entry statement and downgrade / retrofit plan and the annual maintenance requirements
- Should the developer wish to utilise temporary landscaping for an entry statement on private land (i.e. the space will become something else in the future), signage is to be installed to notify the community that the landscaping is temporary

Retro Fit and/or Downgrade of Entry Statements

All entry statements that have been identified in an entry statement maintenance agreement for retrofitting and/or downgrading must have these works completed prior to the expiry of the maintenance agreement by the developer or an extension to the maintenance agreement may be required. To provide consistent understanding, the retrofit/downgrade plan must be submitted at the same time as the proposed entry statement plan. The requirement for retrofit or downgrade will be the same as the approved retrofit/downgrade plan and may include the following:

- Signage – All promotional signs relating to the subdivision are to be removed inclusive of estate names (locality names can remain if the walls they are mounted on are agreed to remain)
- Landscaping – All planting and irrigation is to be removed and/or redesigned to facilitate the amended design. If it is agreed that irrigation will remain, only groundwater or an agreed alternative source of water may be used. Any existing water allocation must be included in the handover.
- Structures – Any structure identified on the retrofit/downgrade plan must be removed and remedial work undertaken
- Entry Statement water features and constructed lakes – Are unacceptable as they cannot be retrofitted/removed as per the policy's requirements
- Lighting – All lighting and cabling that is supplied from private lots is to be removed
- Trees – Previously existing and proposed trees shall remain as a permanent feature of the design.
- Lawn - Any irrigated lawn areas within a road reserve or isolated section of public open space that is solely designed for the entry statement is to be turned off and the lawn removed and replaced with either local native plants or suitable mulch or other stabilisation material to prevent the site becoming degraded or unstable

All actions as outlined and agreed to within the maintenance agreement are to be completed prior to the expiry of the maintenance agreement. If not completed to the satisfaction of the City/Town/Shire, the maintenance bond held by the Local Government may be used in full or in part to complete those works to the satisfaction of the City/Town/Shire or an extension to the maintenance agreement may be required.

Entry Statement Application

The applicant must complete the following checklist prior to City/Town/Shire (conditional) approval.

- Entry statement design plan
- Downgrade/retrofit landscape plan with water efficient design compliant with appropriate industry minimum water efficiency standards

- Cost to maintain (per annum) an downgrade/retrofit (end of maintenance period)
- Development application submitted to City/Town/Shire/Town/Shire
- Entry Statement Maintenance Agreement drafted by City/Town/Shire or Proponent (a fee may be required to draft a legally binding agreement).
- Bond agreement drafted by the City/Town/Shire or proponent (a fee may be required to draft a legally binding agreement) prepared and submitted to the City/Town/Shire to include the cost of maintenance during the period of the agreement and the total downgrade / retrofit cost.

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