



**COFFS HARBOUR CITY COUNCIL**  
**ORDINARY MEETING**  
**COUNCIL CHAMBERS**  
**COUNCIL ADMINISTRATION BUILDING**  
**COFF AND CASTLE STREETS, COFFS HARBOUR**

**26 APRIL 2012**

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**CONFIDENTIAL ITEMS**

The following items either in whole or in part may be considered in Closed Meeting for the reasons stated:

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A portion of this report is confidential for the reason of Section 10A (2):

- (d) commercial information of a confidential nature that would, if disclosed:
  - (i) prejudice the commercial position of the person who supplied it, or
  - (ii) confer a commercial advantage on a competitor of the council, or
  - (iii) reveal a trade secret.

and in accordance with Section 10A (1) the meeting may be closed to the public.

CB12/32	NOUBIA PTY LTD AND COFFS HARBOUR CITY COUNCIL - RESOLUTION OF DISPUTE THROUGH MEDIATION	92
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A portion of this report is confidential for the reason of Section 10A (2) (c) and (e):

- (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
- (e) information that would, if disclosed, prejudice the maintenance of law

and in accordance with Section 10A (1) the meeting may be closed to the public.



## COFFS HARBOUR CITY COUNCIL

### ORDINARY MEETING

26 APRIL 2012

Mayor and Councillors

#### NOTICE OF MOTION

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#### NOM12/1 ANTIMONY MINING EXPLORATION

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##### **Purpose:**

Councillor Rodney Degens has given notice of his intention to move:

*That Council:*

1. *Adopt as a matter of policy strong concerns with regard to any proposal to mine toxic materials within the regional water supply catchment area in light of the potential impacts on the health and wellbeing of the Coffs Harbour community; and*
2. *Correspond with the relevant authorities to inform them of Council's policy position outlined in 1) above.*

##### **Rationale**

Notwithstanding that the activities of Anchor Resources Ltd surrounding a potential antimony resource are currently being undertaken under an exploration licence issued by the NSW Government, a proposed antimony mine within the Bellingen Shire Council area is causing concern for residents of Coffs Harbour City.

Council's current position on this matter can perhaps best be demonstrated through its adoption of Resolution 153/2011 adopted at Council's meeting on 14 July 2011. This resolution was adopted following consideration of a report regarding the Regional Water Supply Project Committee. It states:

1. *"Council notes the Clarence Valley Council report.*

2. *Council support Clarence Valley Council in disbanding the Regional Water Supply Project Committee and the formation of an alternative structure comprising the relevant representatives of the Coffs Harbour City Council and Clarence Valley Council.*
3. *A priority task of the alternative structure is to express strong concerns in relation to the mining of toxic materials within our water supply catchment area.”*

This Notice of Motion is calling on Councillors to adopt a policy position on the matter and advise that policy position to the relevant authorities.

## GENERAL MANAGER'S REPORT

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### GM12/12 PROCUREMENT ROADMAP PROGRAM

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#### **Purpose:**

To advise Council of the receipt of the Procurement Roadmap Program report and inform Council of the implementation process.

#### **Description of Item:**

The Procurement Roadmap presents an implementation plan, mapped out by Local Government Procurement and PMMS Consulting Group

Now undertaken for over 80 councils across Victoria and NSW, the Procurement Roadmap Program is designed specifically to support participating councils in raising the profile and capability of procurement through assessing and benchmarking practices, and developing individually tailored Strategic Action Plans (Roadmaps). Coffs Harbour is one of 18 NSW Councils embarking on the journey to implement the program to raise the bar in procurement and drive positive financial outcomes.

The detailed roadmap (copy attached) sets out 27 goals to be achieved over 6, 12 and 24 months. These goals aim to set up a model to allow streamlining of processes, training of staff and more effective strategic planning with value for money, sustainability and social aspects in mind. Effective strategic planning will assist to increase opportunities to maximise savings through collaborative procurement with other councils.

#### **Sustainability Assessment:**

- **Environment**

This is not applicable to this report.

- **Social**

This is not applicable to this report.

- **Civic Leadership**

Council policies and practices ensure transparency and accountability in local government. Their implementation enables Council to identify and respond the community. This is consistent with the *Coffs Harbour 2030 Community Strategic Plan* strategy *LC2.2.1: Enable and support all levels of government to serve the local community.*

- **Economic**

This is not applicable to this report.

**Broader Economic Implications**

There are no broad economic impacts associated with the implementation of the recommendations.

**Delivery Program/Operational Plan Implications**

The ongoing development and review of Council policies and plans are accommodated within Council's budget structure. This expenditure is monitored through Council's monthly and quarterly budget reviews

**Consultation:**

A consultative group was formed as part of this project. The members included a representative from each of the following areas: Finance, Purchasing, City Works, Contracts/Tendering, Program Support, Governance, Risk and the Director Corporate Business.

**Statutory Requirements:**

Not applicable to this report

**Issues:**

Part 2 of Resolution 118 from the 23 June 2011 Council meeting 'An update on actions arising from the review and refurbishment of Rigby House and the Administration Building Report' required an update to Council on the Purchasing review. This report and attachment is the final action required as part of this review.

**Implementation Date / Priority:**

Implementation is immediate.

**Recommendation:**

**Council note this implementation program.**

**Craig Milburn  
Acting General Manager**

Attachments:

**Procurement Roadmap (detailed) 0-6 months**

<b>High level action</b>		<b>Detailed description</b>	<b>Target date</b>
1	<b>Build Roadmap into Council Strategy/ Action Plan</b>	Present to senior management to gain endorsement and establish Roadmap as on-going Strategy/ Action Plan	10/04/2012
2	<b>Establish Procurement Steering Group</b>	Establish a Procurement Steering Group and terms of reference to co-ordinate the implementation of the Roadmap, procurement activity generally and the Annual Procurement Plan. Chaired by Director Corporate Business	1/06/2012
3	<b>Develop proposal for Centre-led procurement model</b>	Prepare Option Paper with clearly defined roles and responsibilities for a new Centre-led Model Gain approval from Executive for new model and associated transition process	15/05/2012 22/05/2012
4	<b>Review and finalise Procurement Manual and associated templates</b>	Implement new Centre-led model with clear communication to all staff on roles and responsibilities Review all existing council procurement documentation and range of good practice documentation available from other sources (LGP/ other Councils etc.) Discuss opportunities to source documentation from Port Macquarie Simplify and prepare final Procurement Manual and core set of associated templates for approval by the Steering Committee	1/06/2012 30/06/2012 30/06/2012 30/09/2012
5	<b>Review and implement standard documentation templates</b>	Review all existing council procurement documentation, standard contracts and range of good practice contract templates available along with risk analysis documentation Finalise agreed suite of contracts for council including terms and conditions	30/06/2012 30/09/2012
6	<b>Review and confirm delegations structure</b>	Work closely with Mid-north Coast Group to implement a consistent suite of contracts Review delegations structure and confirm final proposed model Develop Role Statements for key Procurement Roles - eg Director Corporate Governance, central Procurement Team and Contract Managers	30/09/2012 30/05/2012 30/11/2012
7	<b>Review spend data and establish standard reporting</b>	Undertake review of available data and prepare options for regular reporting for the Steering Committee and Senior Management Group Develop Quarterly Report including measures such as progress against Roadmap, progress against Annual Procurement Plan, procurement savings, compliance reporting and Cumulative Spend. Issue Report quarterly to Senior Management and other key stakeholders to highlight progress and issues.	30/06/2012 30/10/2012
8	<b>Develop Category Coding Structure</b>	Develop and introduce Category Coding Structure (based on UNSP Codes) to support whole of organisational data analysis	30/11/2012
9	<b>Develop Annual Procurement Plan</b>	Develop an Annual procurement Plan for 2012-13 including all key procurement activities over 12 months. Include planning for stores/operating/ capital works expenditure, new Panel and strategic contracts. Review quarterly.	30/06/2012
10	<b>Develop Communications and Awareness Program</b>	Develop Communications and Awareness Program including: - Executive roadshow - Newsletter article - Chart of Expenditure nos. for staff	5/06/2012
11	<b>Hold Procurement Strategy Mid-North Coast Group Workshop</b>	On completion of the Roadmap Programs for Mid-North Coast Group, hold a facilitated Workshop to identify regional opportunities and develop regional strategic procurement priorities	30/11/2012

## Procurement Roadmap (detailed) 6-12 months

	High level action	Detailed description	Target date
12	Simplification and development of Intranet site as Procurement Portal	Develop a single site on the intranet that includes all required information for procurement including: - Policy, Guidelines and Templates - Contract Register - Preferred Supplier lists and Panel Contracts	1/02/2013
13	Develop training materials (inc. Wikis/videos)	Develop range of training materials including innovative products to support learning such as wikis and short videos	Falls out of documentation review 31/10/2012
14	Develop and hold awareness training	Develop an Awareness Training Program on purchasing and procurement practice at Coffs Harbour, including: - Why? Probity and value for money; and - How? Process and practice at Coffs Harbour	31/10/2012
15	Develop an on-going Procurement and Contract Management Training Program	Hold Awareness Training for all staff with purchasing and procurement responsibilities	30/11/2012
16	Incorporate Procurement processes into Induction Program	Develop detailed on-going Staff Training Program including training in: - Purchasing practice - Introduction to Procurement - Contract management - Probity	31/03/2013
17	Develop Corporate Procurement KPIs	Incorporate key elements of procurement practice into Induction Program  Develop a new range of simple Corporate Procurement KPIs (to be included in quarterly report) including: - Savings (Internal and external) - Achievements against the Procurement Roadmap and Annual Procurement Plan - Reduction in invoice numbers - Compliance - Training and awareness Program - Procurement Maturity	31/01/2013  31/03/2013
18	Develop and implement standard Project Procurement Plans	Develop standard Procurement Plan template (based on models available)  Implement requirement for the completion of Procurement Plans for agreed projects	Linked to Annual Procurement Plan 30/6/12  31/01/2013
19	Prepare new Priority Contract Program based on data analysis	Prepare detailed data and spend reports from Tech One. Steering Committee to undertake data analysis to identify new contracts required based on: - Areas where cross-organisational cumulative spend with suppliers or on specific categories is above or close to LG Act thresholds. - Areas of key savings opportunity Prepare Procurement Action Plan Program of new contracts	31/03/2013  30/06/2013  30/06/2013



## Procurement Roadmap (detailed) 12-24 months

	High level action	Detailed description	Target date
21	Strengthen purchase card link to supplier arrangements	Review and maximise use of local supplier arrangements	30/09/2013
22	IT Improvement & Integrate Finance, Contracts Manager and Dataworks	Review use of purchase cards to ensure they are used as part of agreed contracts Integrate systems to support stronger use of technology including: Finance, Contracts Manager and Dataworks Development of a project ledger	30/09/2013 30/06/2013 30/06/2013
23	Increase use of Contract Manager (over \$50,000)	Review current contract management process and what information can come from Finance One system Extend use of Contracts Manager to manage additional contracts over \$50,000 to support compliance with contracts and legislative requirements	30/09/2013 30/09/2013
24	Develop and implement Cost Savings Register	Develop Cost Savings Tracking Register	31/10/2013
25	Develop a set of good practice Contract Management Guidelines	Review range of good practice documents available and tailor a set of contract management guidelines Incorporate clear contract monitoring and reporting processes into the contract management guidelines Implement Contract Management Guidelines across the organisation	31/07/2013 31/07/2013 31/07/2013
26	Develop a Compliance and Audit plan	Develop and implement a comprehensive yet practical compliance and audit plan to track performance over time, monitor implementation of procurement procedures and reduce the risks of probity and non-compliance. Areas of compliance focus should include: - Under \$1,000 process - Quotation process - Contract management processes - Cumulative spend - Invoices received without a Purchase Order	Links to KPI's 31/12/13
27	Develop Supplier Education Program to assist local businesses	Develop Supplier Education Program including communications events and material for suppliers covering upcoming opportunities, e-tendering, training in tender processes, new tender documents, general assistance in dealing with Council. Hold local and/or regional forums for suppliers covering upcoming opportunities, e-tendering, training in tender processes, new tender documents, general assistance in dealing with Council.	31/03/2014 31/03/2014

## CITY SERVICES DEPARTMENT REPORTS

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### CS12/12 COMMITTEE MEMBERSHIP

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#### **Purpose:**

To recommend to Council appointments of a number of community members to management and advisory committees.

#### **Description of Item:**

This report seeks approval from Council for appointments to the following committees:

- Sportz Central Management Committee
- Lowanna Community Hall Management Committee

#### **Sustainability Assessment:**

- **Environment**

There are no environmental issues associated with this report.

- **Social**

The valuable contribution made by community members in the various roles of management and advisory committees adds to the significant social capital and sense of connectedness, while also providing a service Council would otherwise be unable to provide.

- **Civic Leadership**

This approach is addressed in Coffs Harbour 2030 through:

LC1 We are healthy and strong

LC1.3 We live in a safe, caring and inclusive community

LC1.3.2 Build community structures based on the values of care, inclusion and connectedness

LC1.3.3 Promote the importance of being party of a community

- **Economic**

#### **Broader Economic Implications**

There are no economic implications of the recommendations in this report.

#### **Delivery Program/Operational Plan Implications**

There are no delivery program or operational plan implications of the recommendations in this report.

**Consultation:**

Consultation has been undertaken with the existing members of the relevant committees.

**Related Policy and / or Precedents:**

This process is in line with precedents set in the past.

**Statutory Requirements:**

This addresses requirements under the Local Government Act.

**Issues:**

The following community members have expressed interest in participating on the below committees. All these nominations have been approved for recommendation to Council at a relevant committee meeting:

- Sportz Central Management Committee  
Ms Cherie Walker
- Lowanna Community Hall Management Committee  
Ms Melissa Glasson and Ms Niomi Melbourne

**Implementation Date / Priority:**

The relevant committees and prospective members will be notified immediately following Council's decision.

**Recommendation:**

**That the following committee member nominations be appointed to their relevant committees:**

- **Sportz Central Management Committee**  
**Ms Cherie Walker**
- **Lowanna Community Hall Management Committee**  
**Ms Melissa Glasson and Ms Niomi Melbourne**

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## CS12/13 ROAD MAINTENANCE BUDGET 2011/2012

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### Purpose:

To inform Council of the status of road maintenance activities and gain approval to reallocate existing local road funds to the 2011/12 roads maintenance budgets.

### Description of Item:

Council has a 'road network' of 831.6km. This network consists of the following:

Urban sealed roads	328.7km
Rural sealed roads	312.7km
Unsealed (gravel) roads	120.6km
Regional roads	69.6km

In the past 3 years the road network has deteriorated markedly. Since February 2009 the Coffs Harbour LGA has experienced flooding after several significant storm events being declared a natural disaster area on 6 occasions. As a consequence of receiving much higher than average rainfall over a number of years the road network has required significantly more maintenance resources than at previous times. The condition rating of the network is showing that the amount of pavement moving from condition 4 to 5 is increasing. The table below shows the amount of pavement rated 4 and 5 in 2007/08 and then in 2010/11 for the local and regional network.

Year	Pavement Area (m <sup>2</sup> )	Pavement Length (km)	Condition Rating
2007/08	365,000	45.6	4
2007/08	135,000	16.9	5
2010/11	390,500	48.8	4
2010/11	145,000	18.1	5

Note: Condition 4 - Poor condition, requires renewal  
Condition 5 - Very poor condition, asset unserviceable

Projecting the downward trend, there are around 19km of local and regional roads that are rated unserviceable and 51km that are in poor condition in need of significant renewal or upgrade. Road maintenance budgets have not been able to cope with demand on continual road patching works required by these failing pavements.

During the drought in the early 2000's the condition of the road network remained reasonably static. However as the cycle of weather patterns has changed persistent wet weather has resulted in extensive potholing of pavements. Consequently the roads maintenance budgets have been under pressure to respond to the frequent patching and potholing now necessary to keep the roads trafficable.

CityWorks has noticed that there has been an increase in community comment and customer complaint regarding the condition of the road network and the time it now takes before potholes are patched. Asset Maintenance has 3 patching units that repair roads after wet weather, working on the roads in order from heavy to lightest trafficked. With the proliferation of wet weather it can take between 4 and 6 weeks before all the major pothole defects are addressed. Often during this time further wet weather is experienced and the cycle recommences.

The roads maintenance budget is trending over in 2011/12 by \$105,000 and is expected to remain in deficit by this amount to 30 June 2012. Pavement repair is not an activity that can be deferred or halted, and if further wet weather is encountered may trend over by a greater amount. There are a number of locations on the network that require gravel and asphalt patching that if not done now will result in a more costly repair later on.

To cover the expected over run in the roads maintenance area it is proposed to transfer \$100,000 from the capital vote for dust seals. The 2011/12 Dust Seal Programme has \$160,000 allocated to sealing gravel roads. At this stage no dust sealing work has been undertaken as it was anticipated that these funds may have been needed for roads maintenance. The 2011/12 Operational Plan has not identified the segments of unsealed road that were to be sealed with these funds. Accordingly residents who live on particular unsealed roads do not have an expectation that their road is due for sealing in 2011/12. If funds were transferred from the Dust Seal Programme the nett result on the overall Local Roads Programme would be nil.

**Sustainability Assessment:**

- **Environment**

Pavement repair utilises non replaceable resources such as quarry and bitumen products etc. Unfortunately there are no alternative maintenance methods that use fully recycled materials. CityWorks has been successfully trialing a gravel patching technique that utilises the insitu materials rather than replacing the pavement. This saves money and the environment as new pavement materials are not required. However this technique is not a blanket treatment and only suitable in certain locations.

- **Social**

As previously mentioned there is feedback from the community through comment and customer requests that in their opinion the condition of the road network is deteriorating. Council should be providing a level of service within the funds available, however the maintenance of a safe and trafficable road network should come before capital improvement such as dust sealing.

- **Economic**

**Broader Economic Implications**

If timely patching works are not undertaken the road pavement deteriorates beyond the point where routine patching can rectify the defect. Once this occurs, instead of patching pavement rehabilitation is required at approximately 10 times the cost per square metre of patching. It is therefore economical to fund patching and maintenance activities as they are needed.

**Delivery Program/Operational Plan Implications**

In the transfer of \$100,000 from the dust sealing budget to roads maintenance the nett result to the overall budget position is zero.

**Issues:**

City Services has completed 'first pass' asset management plans for transport infrastructure. To more accurately assess the road funding requirements for the future road modeling is being undertaken to determine the maintenance / renewal funding needs that will feed into Council's Long Term Financial Plan.

**Recommendation:**

**That Council reallocates \$100,000 from the 2011/12 Dust Sealing Programme to Roads Maintenance within the Local Roads Programme (535).**

**Purpose:**

To consider Coffs Harbour City Council's submission to the draft NSW Long Term Transport Plan.

**Description of Item:**

The NSW Long Term Transport Master Plan Discussion Paper was released on 24 February 2012. A copy can be downloaded at [www.transportmasterplan.nsw.gov.au](http://www.transportmasterplan.nsw.gov.au).

The Discussion Paper draws on contributions from the Advisory Group meetings to date, the Plan's launch on 30 November 2011 and online feedback.

The purpose of the Discussion Paper is to:

- Examine the issues, challenges and opportunities facing the transport system in Sydney and across NSW.
- Put forward some options to stimulate debate, in particular asking how innovation and carefully integrated planning and investment might achieve a sustainable transport system that meets the State's needs.
- Seek views from the community and industry on how the NSW Long Term Transport Master Plan should respond to the issues, challenges and opportunities facing the transport system.

Council has been invited to review the Discussion Paper and make a submission. Other organisations are also invited to comment.

Submissions will close on 27 April 2012.

Attached is a document summarising the issues Council might wish to cover in the submission. Councillors may wish to amend this list. Also attached is a Transport for NSW Topic List compiled following Advisory Group meetings. Councillors may also wish to highlight some of these issues in Councils submission.

**Sustainability Assessment:**

- **Environment**

The Australian transport sector accounts for around 76 million tonnes of Australia's total net greenhouse gas emissions, representing 13.5 per cent of Australia's total emissions. The plan states that the NSW Government is committed to working with the community to protect the environment by minimising the impact of the transport sector. The community also needs to reduce its reliance on fossil fuels. This requires whole of government planning and commitment to infrastructure to encourage use of public transport, reduction in car use, increased use of alternative transport modes such as walking and cycling.

- **Social**

Coffs Harbour has a higher than average population growth compared to other Mid North Coast and NSW areas. Council has a critical infrastructure maintenance backlog which requires State assistance. The lack of maintenance has implications for traffic flow, increased isolation in rural areas and road safety. Planning is also required for increased public transport demand, pedestrian and cycling infrastructure.

This area has an ageing population, low incomes and high levels of chronic disease such as diabetes, cardiovascular disease and depression. It is well known that people who use active transport modes such as walking and cycling can decrease their chances of contracting chronic illnesses and improve general wellbeing. A comprehensive network of shared paths also provides increased mobility options for people with disabilities and senior citizens.

Transport is one of the biggest household expenses. People who are transport disadvantaged can become isolated due to lack of alternative transport modes.

The Key Themes addressed in the Coffs Harbour 2030 Plan (see below) also provide important social outcomes such as mobility, well being, accessibility and health.

- **Civic Leadership**

The Coffs Harbour 2030 Plan has “Moving Around” as one of its key themes. The three outcomes are:

- MA1 We make the best use of an excellent, environmentally friendly public transport system.
- MA2 Many of us walk and cycle from place to place.
- MA3 We are well connected to each other and services.

State Government and Council are listed as providers and advocates of all transport modes including:

- road maintenance
- road safety
- heavy vehicle routes
- integrated road and rail freight services
- coastal transport opportunities
- transport hubs in key community centres
- renewable energy transport modes
- planning new infrastructure and facilities
- promotion of public transport usage
- reduction of car usage
- access to an effective public transport system
- effective rail services
- integrated cycleway and footpath network
- promotion of alternative transport modes

- **Economic**

**Broader Economic Implications**

An effective transport system is crucial for existing and future industry in Coffs Harbour. The Plan states that “an efficient and reliable transport system will enable better accessibility to markets, employment and new growth opportunities.”



The system allows for efficient freight services both by rail and road. Coffs Harbour needs to build on existing passenger services transporting customers to commerce and employment centres, and linking to capital cities.

Council needs to work with NSW Government to determine future transport priorities to best serve the economic interests of Coffs Harbour.

### **Delivery Program/Operational Plan Implications**

Council has relied on State funding to leverage its own budgetary allocations for the transport system. The Master Plan will align with other State plans to determine priorities for the next 20 years in transport planning – including Regional Transport Plans and integration with infrastructure, land use planning.

It is important to determine long term strategies to ensure the most effective transport system, particularly as this could influence budgetary considerations. Council needs to convey to State Government planners the need for adequate funding to preserve assets, and provide future infrastructure for the community.

### **Consultation:**

The discussion paper has been circulated to members of the Transport Working Group, the Bicycle Users Committee, the Moving Around Community Working Group.

Stakeholders were invited to the NSW Transport Masterplan forum hosted by Transport for NSW at Novotel Pacific Bay, also attended by Council representatives.

Information for the submission has been obtained from staff at the airport, the Economic Development Unit and City Services. Rail information has been obtained from Countrylink. Members of the Railway working group have also been invited to provide information for the submission.

### **Related Policy and / or Precedents:**

Sustainable Transport Action Plan  
Coffs Harbour 2030 Plan

### **Statutory Requirements:**

Not applicable

### **Issues:**

This is an important opportunity to outline the transport needs for this area for at least the next twenty years and be instrumental in making changes. Council needs to convey its willingness to participate in this planning process to secure the best possible transport system for Coffs Harbour long term.

The broad scope of the Transport Master Plan project however means that the issues Council could raise during this consultation process are numerous and complex.

The attached Coffs Harbour City Council Transport Plan issues paper provides a summary of the recommended matters to be included in response to the NSW Long Term Transport Master Plan Discussion Paper.

**Implementation Date / Priority:**

Submissions will close on 27 April 2012.

A draft NSW Long Term Transport Master Plan and public feedback is planned for mid June 2012.

The final plan to be completed in November 2012.

**Recommendation:**

**Council approves the matters outlined in the Coffs Harbour City Council Transport Plan issues paper for the Coffs Harbour City Council submission to the NSW Long Term Transport Master Plan.**

## Attachments:

### Coffs Harbour City Council Transport Plan issues paper

April 2012

Outline of issues to be included in response to the NSW Long Term Transport Master Plan Discussion Paper.

The Coffs Harbour 2030 Plan has “Moving Around” as one of its key themes. The three outcomes are:

MA1 We make the best use of an excellent, environmentally friendly public transport system

MA2 Many of us walk and cycle from place to place

MA3 We are well connected to each other and services.

State Government and Council are listed as providers and advocates of all transport modes.

Issues to be included in Coffs Harbour City Council's response to the NSW Long Term Transport Master Plan Discussion Paper are listed in relevant categories below:

- road maintenance
  - maintenance backlog
  - road safety engineering treatments (black spot funding etc)
  - bridges
  - infrastructure for major industry
- road safety
  - funding for Local Government Road Safety Program
  - funding for education and awareness programs
  - road safety audits
  - education and awareness of alternative transport modes
- heavy vehicle routes
  - maintenance
  - Coffs Harbour Highway bypass
  - integrated road and rail freight services
  - infrastructure for freight transport demands
  - regional transport hubs
  - more freight to be carried by rail
- coastal transport opportunities
  - local rail services
  - improved intra regional road and rail passenger services
  - use of redundant railway corridors for alternative transport modes
  - planning
  - regional airport (runway resurfacing required costing \$5 million)
  - improve inter regional airline services
- transport hubs in key community centres
  - local freight passing through residential areas in smaller vehicles?
  - Transport employment
- renewable energy transport modes
  - cycling, walking, carpooling
  - infrastructure
  - State run carpooling website

- planning new infrastructure and facilities
  - public transport terminus in central area
  - priority routes for public transport
  - online trip planners
- promotion of public transport usage
  - accessible, convenient and comfortable bus stops and taxi ranks with available, easy to read timetables
  - online information
  - travel training and targeted promotion of public transport
- reduction of car usage
  - targeted education and awareness programs
  - infrastructure that supports less cars in the business centres and accessible alternative transport modes
  - land use planning that provides alternatives, or removes requirement for car use
  - end of trip facilities – showers, lockers
  - bike rental and bike parking
- access to an effective public transport system
  - substantial review of bus contract system for passenger and school buses removing barriers to effective transport system
  - plan for improved safety on school buses
  - clear long term plan for investment in public transport clarifying feasibility of rail travel versus more investment in the public bus system.
  - Affordable buses with customer friendly timetables
  - Smartcards
  - Current intelligent transport information systems
  - Consistency between different modes of transport (long distance buses, rail, local buses)
  - Integration of different transport modes: airport and bus / taxi;
  - Assistance to comply with Disability Discrimination Act which requires all public transport to be accessible by 2022.
- effective rail services
  - local commuter rail services
  - consideration of 'Beach Glider' proposal
  - high speed inter regional rail services
  - more freight on rail
- integrated cycleway and footpath network
  - completion of NSW Coastline cycleway project
  - complete network of shared paths linking residential areas / schools/ central business districts

## **Transport for NSW - NSW Transport Master Plan**

### **Topic List**

#### **Industry Advisory Group**

Road and Rail Freight operational constraints  
Challenges of cross modal journeys  
The impact of Tourism on road and rail use Access to capital for infrastructure  
Private road use Planning for taxi use  
Regional taxi use Incentives for alternative land use models

#### **Local Government**

Land Use planning  
Metropolitan Community Transport  
Parking Strategies  
Regional profiles, including:

- Transport use by mode
- Community transport
- Use of existing services and infrastructure, including school buses
- Opportunities to encourage local trips, such as walking and cycling
- Regional air travel
- Freight in and out of regional communities
- Transport's role in the cost of regional business

#### **Transport Specialists**

Transport as a percentage of greenhouse emissions  
Incentives for behavioural change among transport users  
Identification of best practice models for implementing service improvement  
Strategies for infrastructure investment  
Service price benchmarking  
Barriers and solutions for affecting modal shift

#### **Customer and Community**

Barriers and solutions to Transport access – public and private (including walking and cycling)  
Council on the Ageing Access to parking (Park and Ride models)  
Identification of working solutions to enhance the customer experience

**Purpose:**

Consider a proposal to investigate traffic management and flood mitigation works at the Harbour Drive – Gordon Street intersection in conjunction with the Palm Centre redevelopment.

**Description of Item:**

Council has for some time been examining two major projects for traffic management and flood mitigation works at the Harbour Drive – Gordon Street intersection.

- Installation of traffic control signals to improve pedestrian safety and amenity.
- Reconstruction of the intersection to enable lowering of road levels to improve drainage overland flow paths.

While to date only concept design and estimates have been carried out on these projects, the scale of work involved and large capital investment required has resulted in low cost-benefit and hence low priority for progression of the projects.

The current owners of the Palm Centre (Gowings) have recently been investigating options for redevelopment of their site. A desired outcome of the redevelopment would be opening of the current 'blank wall' fronting Harbour Drive east of the shared zone. This would require raising of footpath levels to match the current Palm Centre floor level enabling direct access to shop fronts and activation of the street through retail and on-street dining opportunities.

Raising of Harbour Drive footpath levels however would reduce drainage overland flow path capacity. Gowings have therefore been working with Council in development of a proposal to reconstruct Harbour Drive to amplify the available overland flow capacity in the roadway.

The current proposal sees removal of the Harbour Drive – Gordon Street roundabout and installation of traffic control signals. This allows reconstruction of Harbour Drive and Gordon Street at levels which would improve drainage overland flow away from the low point in Harbour Drive at the Monterey Arcade pedestrian crossing.

**Sustainability Assessment:****• Environment**

The proposed works would significantly improve pedestrian access and safety at the busiest intersection in the Coffs Harbour CBD. This would increase the desirability of replacing short vehicular trips in and around the CBD with pedestrian or cycle trips.

Reconstruction of the intersection would provide the opportunity to investigate installation of the latest energy efficient street lighting and traffic control equipment.

**• Social**

Redevelopment of the Palm Centre street frontage onto Harbour Drive would introduce increased street activity providing more social opportunities, diverse retail options and improved security.

Reduction in flood levels could provide improved opportunities for growth and development of some businesses currently highly constrained by flood risk in the CBD.

- **Civic Leadership**

The proposal would reinforce a number of elements of the Coffs Harbour 2030 Plan including “Places for Living”, “Learning and Prospering” and “Moving Around”.

Implementation of what would effectively be a joint venture with a major CBD land owner to reinvigorate the heart of the CBD would see long lasting community benefit.

- **Economic**

**Broader Economic Implications**

Assuming continued growth in business and retail activity in the Coffs Harbor CBD, the proposed work, both in terms of flood mitigation and traffic management could eventually be required to meet community expectation, and the onus would be on council to undertake the work.

Implementation of the work in conjunction with redevelopment the Palm Centre potentially saves significant cost in improving constructability, and provides an opportunity to negotiate a cost share arrangement.

**Delivery Program/Operational Plan Implications**

Cost estimates for the works are currently being prepared. Depending on the final scope of work total cost could be in the order of \$1.0 to \$1.5 million.

Council has allocated funding in its \$12 million flood mitigation program for Coffs Harbour CBD flood mitigation works. Council also has the opportunity to defer major road reconstruction works in 2012/13 if a contribution to this proposal is considered appropriate.

**Issues:**

As previously described, only concept design work has been carried out for the proposal to date. Cost estimates need to be finalised, flood modelling needs to be completed to quantify the flood risk benefit of the work and traffic modelling needs to be undertaken on the viability and impact of the proposed traffic control signals on CBD traffic.

Given the large capital investment required and the impact of the proposed work on short and long term traffic and pedestrian access, it is unlikely the flood mitigation and traffic management works would be viable unless undertaken as a joint venture with redevelopment of the Palm Centre.

While Council has undertaken survey and design work in development of the Harbour Drive – Gordon Street intersection reconstruction proposal, Gowings have also engaged consultants to work with Council in refining cost estimates, flood modelling and design options for the project.

In order to progress the project to a Development Application, Gowings require some agreement from Council that consideration would be given to a joint funding arrangement for the proposal once design, cost estimates and quantification of community benefit are established.

Concurrence from Council is also required for Council to progress flood and traffic modelling for the project.

**Recommendation:**

- 1. That Council undertake cost estimates, flood assessment and traffic modeling for the Harbour Drive – Gordon Street intersection reconstruction proposal.**
- 2. That Council commence negotiation with the Coffs Harbour Palm Centre Owners (Gowings) on cost share arrangements for the Harbour Drive – Gordon Street intersection reconstruction proposal.**

**Ben Lawson**  
**Director, City Services**



## LAND USE HEALTH & DEVELOPMENT DEPARTMENT REPORT

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### L12/12 LIFEGUARD SERVICE - CONTINUATION OF 12 MONTH SERVICE LEVEL AT PARK BEACH AND INTRODUCTION OF EXTENDED SERVICE AT WOOLGOOLGA BEACH

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#### **Purpose:**

To identify service level issues associated with Council's Lifeguard Service to adapt to growing population growth and usage patterns and help in eliminating drowning within the Council area.

Secondly to identify a possible additional cost recovery option to offset current budgeted services.

#### **Description of Item:**

Coffs Harbour City Council's Lifeguard Service currently provides the most progressive and comprehensive beach Lifeguard Service between Newcastle and the Gold Coast, including one of the most successful education programs in the country. However, with the continual growth of the North Coast region and the popularity of our pristine beaches, Council is continually pressured to increase existing services.

Two of the main areas under pressure for increased service levels are Park Beach (all-year) and Woolgoolga Beach (7-months).

During the last two off-seasons (May – September) 2010 and 2011, Coffs Harbour City Council's Lifeguard Service conducted successful trials of all-year patrols at Park Beach. A copy of the Winter Lifeguard Service Report for 2011 is attached.

The Northern Beaches of our city currently have limited Lifeguard Service patrols, isolated to the October, Christmas and April School holidays at Woolgoolga Beach. The population of the Northern Beaches has been asking for extensions of patrols for some time, naming Sandy, Emerald and Corindi as some of the areas suitable for expansion. However, as Woolgoolga Beach is the centre of this area, and maintains a viable Surf Life Saving Club for the entire surf season, Woolgoolga is the natural place to extend any Lifeguard Service patrols to 7-months.

One of the Northern Beaches, patrolled during the Christmas period only, is the section of Arrawarra / Corindi Beach adjacent to the Darlington and Lorikeet Caravan Parks. This is not an area of the beach heavily used by locals. The two parks currently make a small contribution to the provision of Lifeguard Services at this location and provide for the storage of lifeguard equipment during the patrol period. It is believed that the service commenced on the request of the parks some years ago at which time their contribution covered substantially, if not the full cost of the service at that time. The contribution amount has not changed from \$1,000 from each park for many years, whilst the cost of provision of the service at this location for the Christmas period in 2011/12 was \$17,816.

#### **Sustainability Assessment:**

- **Environment**

No adverse environmental impacts

## **L12/12 - Lifeguard Service - Continuation of 12 month service level at Park Beach and introduction of extended service at Woolgoolga Beach (Cont'd)**

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- **Social**

The provision of Lifeguard Services throughout the winter at Park Beach and 7-months per year at Woolgoolga will provide the following:

- The creation of two additional Permanent/Part-time Lifeguard positions based on a 7-month season.
- Greater equity between the Northern Beaches and Coffs Harbour – provision of Lifeguard Services across the entire city.
- Equity for Northern Beaches schools to attend surf safety education programs, where currently they need to travel into Coffs Harbour, which doesn't happen.
- Provision of a supervised beach in the LGA for the entire year to address the needs of both locals and our tourism industry.
- An option for residents and visitors to Red Rock/Corindi and other Northern Beaches to swim at a patrolled location for 7-months of the year rather than risk life swimming in areas that have contributed to recent drowning deaths.

The provision of the subsidised service at Darlington / Lorikeet Parks provides a location for holiday makers, many from inland NSW to swim at a patrolled location without needing to drive. The service at this location creates two part time lifeguard positions for the five to six week period.

- **Civic Leadership**

The proposal enhances Councils 'Promotion of a Safe Community' (LC1.3.1) and supports both the 'Creation of services that allow the community to reach its full development potential' (LC2.3.2), and 'Develop inclusive recreational activities' (LC3.3.1) as reflected in the Coffs Harbour 2030 Community Strategic Plan.

- **Economic**

### **Broader Economic Implications**

In broad terms the provision of the 12 month patrols at Park Beach and the 7 months at Woolgoolga Beach add substantially to the tourist potential of both locations and hence the Council area as a whole. The potential to save a life is invaluable.

The provision of the service at Darlington and Lorikeet Caravan Parks is believed to add considerably to the tourist potential of the two commercial operating caravan parks, this in turn adds value to the attractiveness of the area as a whole, and the potential to save a life particularly in a park context is invaluable.

## **L12/12 - Lifeguard Service - Continuation of 12 month service level at Park Beach and introduction of extended service at Woolgoolga Beach (Cont'd)**

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### **Delivery Program/Operational Plan Implications**

The proposal will have the following financial impact on the 2011/12 and subsequent budgets.

- 2011/12 (*Current operational plan*)
  - o \$11,000 to cover Lifeguard patrols from 23 April 2012 – 30 June 2012 at Park Beach.
- 2012/13 (and onwards)
  - o Additional \$11,330 to cover Lifeguard patrols from 1st May 2013 – 30 June 2013 at Park Beach.
  - o Additional \$56,800 to cover Lifeguard patrols for the 7-month surf season mirroring the surf life saving club at Woolgoolga Beach. (Currently Council Lifeguards service Woolgoolga for 2-weeks in April, 2-weeks in October and 6-weeks in December/January).
  - o Subsequent year CPI increases and other increases relating to on-costs etc.

In regards to Darlington and Lorikeet Caravan Parks, the provision of the Lifeguard Service at this location in 2011/12 was \$17,816. This was offset by a contribution of \$1,000 from each of the two parks. Based on the licensed capacity of the two parks, this equates to a current contribution of \$0.44 per site per week for Darlington and \$1.47 per site per week for Lorikeet. If we move to full cost recovery, a contribution of \$13,500 at Darlington and \$4,200 at Lorikeet is anticipated (\$5.90 per site per week).

The estimated cost of the service for the six week Christmas period in this location for 2012/13 is \$17,700.

### **Consultation:**

Council's Lifeguard Service staff has consulted with Council managers over many years, (*Lifeguard Service Annual Reports*). Council's Lifeguard staff have also had extensive consultation with the Woolgoolga Chamber of Commerce, NSW Mid North Coast Department of Education, Woolgoolga, Red Rock, Sawtell and Coffs Harbour Surf Life Saving Clubs, the Catholic Diocese of Education Lismore, Mid North Coast Branch of Surf Life Saving and Coffs Harbour Tourism.

Preliminary consultation with the two caravan parks has occurred. The respective park managers understand the rationale behind Council's desire for moving towards a cost recovery platform and would welcome further discussion. Formal consultation with the two park owners is proposed to be undertaken following Council's consideration of the service level as a full cost recovery proposal and prior to a final decision being made in relation to full cost recovery of the service in this location from 2012/13. An option could also be given to the parks to provide the service during the Easter and September / October school holiday periods but only on a full cost recovery and subject to the proposal being operationally feasible.

### **Related Policy and / or Precedents:**

Council successfully trialed the provision of the 12 month service at Park Beach in 2010 and 2011.

## **L12/12 - Lifeguard Service - Continuation of 12 month service level at Park Beach and introduction of extended service at Woolgoolga Beach (Cont'd)**

---

### **Statutory Requirements:**

There are no statutory requirements.

### **Issues:**

- The continual growth of tourism within the Coffs Harbour region and the promotion of our beaches as being the best on the east coast require a service that reflects this commitment.
- The additional patrol requirements of both Park Beach and Woolgoolga ensure that beach users can use a secure supervised area all year (Park Beach) and for the entire surf season at Woolgoolga and Sawtell. (Sawtell beach currently has a 7-month service). This effectively covers the majority of our city with this essential service.
- For the cost (\$11,000) in 2011/12 and (\$68,130) in 2012/13, the benefits to the community are obvious.
- The continual growth of the Northern Beaches which is being reflected in visitor numbers at beaches and the instance of drowning related deaths (Red Rock in 2009 and Sandy in 2011) will be catered for by providing patrolled location 7-days per week during the surf season.
- Provision of Lifeguards at Woolgoolga will allow a greater participation of water safety school programs provided by Council Lifeguards. Surf-based education programs can only help in preventing tragedies within our area.

### **Implementation Date / Priority:**

- Implementation of winter patrols will need to be finalised prior to May 2012 with the required budget adjustment to cover additional patrols until June 30 2012.
- Implementation of continuing winter patrols and extension of service at Woolgoolga will need to be reflected in the 2012/13 budget.
- The provision of the service at Darlington / Lorikeet can be seen as only supporting the commercial operations of the two parks, whilst enhancing the attractiveness of the parks by having a patrolled beach at the end of a short walk. It should be noted that this service provides little if any benefit to locals due to the distance from Arrawarra to the south and Corindi to the north of the location.

### **Recommendation:**

- 1. That Council approves the permanent extension of winter services at Park Beach to ensure a 12-month Lifeguard Service at this location.**
- 2. That Council considers during its final consideration of the 2012/13 Operational Plan, the permanent extension of Lifeguard Services at Woolgoolga Beach for the entire surf season (7-months).**
- 3. That formal consultation be undertaken with the owners of the Darlington and Lorikeet Caravan Parks with the view to implement full cost recovery for Council providing a Lifeguard Service on the adjoining Arrawarra / Corindi Beach during the Christmas and other holiday periods.**

Attachments:



***2011 Winter Lifeguard Service Report***

## Introduction

With our comfortable, warm temperate climate, spectacular and beautiful landscapes and friendly, relaxed lifestyle; **Coffs Coast** on the NSW North Coast is among Australia's most varied and enjoyable holiday destinations.

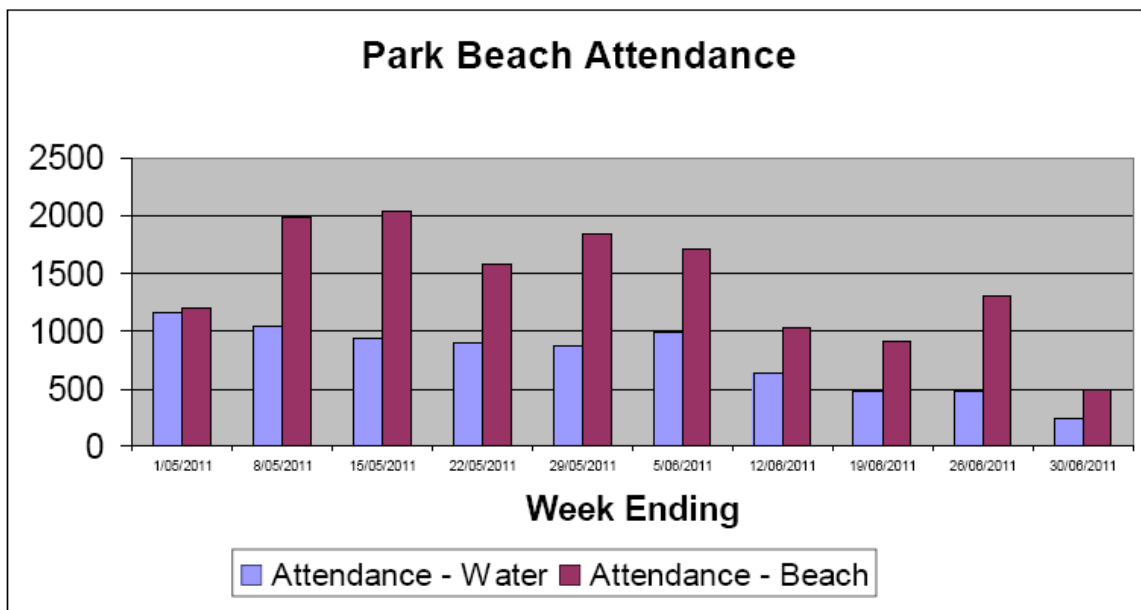
Coffs Harbour City Council implemented autumn and winter Lifeguard Service patrols for the first time in 2010 and again during 2011. The trial from May to September meant that Park Beach is the only full-time patrolled beach between Newcastle and the Gold Coast providing a distinct tourism benefit to the area.

Over the additional patrolled months, many people, both tourists and locals took advantage of our warm coastal waters and climate, the water temperature remains quite high during this period, staying at around 20 – 24 degrees and although we experienced some very cold days, most day-time temperatures are around the same as the water.

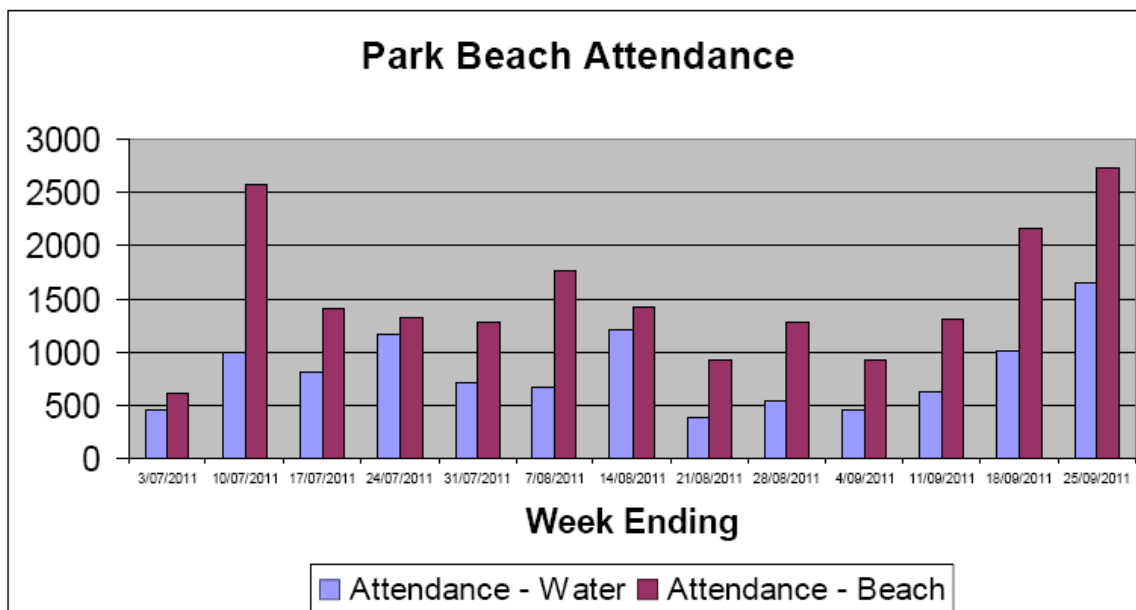
## Visitation:

Many positive comments from locals and visitors to Park Beach were received by Council's Lifeguard Service staff; in addition the local media provided positive coverage on the trial throughout the year.

Park Beach Lifeguards reported a total of 55,548 visitors from 27<sup>th</sup> April 2011 until 23<sup>d</sup> September 2011. With a total of 150 patrolled days during this period and no beach closures, this averaged at 370 visitors per day.



Weekly attendance at Park Beach – 27/4/2011 – 30/6/2011



Weekly attendance at Park Beach – 1/7/2011 – 27/9/2011

Statistics show that the majority of people visited Park Beach during May, August and September; however numbers were steady even during June and July.

**Rescues:**

A total of only 2 rescues were performed by Council's Lifeguards over the winter period, however greater than 2000 preventative were conducted showing how pro-active Council's Lifeguard staff are in ensuring people don't get into trouble in the first place. Of the 2 rescue incidents, both were of a serious nature that had the Lifeguards not been present, the people involved may have lost their lives.

**Preventative Actions:**

Preventative actions are pro-active measures to stop an incident or rescue before it occurs. The most common action is moving people into the patrol area. Others include removing dangerous obstacles such as glass; logs etc from the serviced area (water) or advising visitors of dangers such as tidal movements, large waves rock formations, rip currents etc.

Council's Lifeguards continue to be alert in preventing accidents and rescues whilst on the beach while still balancing the needs of the community. 2,057 preventative actions were recorded over the trial period.

In addition to these actions, Council Lifeguard's also act on law enforcement issues. During the trial period, Council Lifeguards acted on 32 Law Enforcement issues, 26 of these relating to dogs on the beach.

**First Aid:**

Lifeguards tended to 6 First aid instances during the trial period, all 6 first aid issues were handled without the need of further medical attention.

## Statistical Summary:

Park Beach Lifeguard Service – Winter Trial	
Attendance	55,548
Tube Rescues	0
Board Rescues	0
Other Rescues	2
Rescues – Between the Flags	0
Beach Closed	0
Total Patrol Days	150
Preventative Actions – Swimmers	2,057
Law Enforcement – Dogs	26
Law Enforcement – Board Riders	5
Law Enforcement – Other	1
First Aid – Marine Stings	0
First Aid – Needle Stick	0
First Aid – Other	6
Resuscitations	0
Hospitalisations (Not resuscitation)	0

## Financial Implications:

In order to achieve the winter patrol service at the least cost to the organisation, Council's Lifeguard's entered into a temporary workplace agreement that enabled them to work weekends as part of their normal 40-hour week. This resulted in considerable cost saving in overtime payments for Council without financial detriment to Lifeguard staff.

Should Council agree to continue the Autumn/Winter service in 2012, expenditure will need to be adjusted to reflect any Award increase as well as any On-cost changes.

Financial implications for 2011/12 (current) & 2012/13 budgets are:

- ⚡ 23 April 2012 – 30 June 2012 - \$11,000 (current)
- ⚡ 1 July 2012 – 30 September 2012 - \$13,500
- ⚡ 1 May 2013 – 30 June 2013 - \$11,330

The benefits to the community and tourism by having Park Beach patrolled full-time are evident; it provides a supervised location for international tourists that visit our area as well as giving our locals the option of a secure supervised area to swim at. The benefits to schools by having a patrolled beach are evident through the numbers of schools continuing beach related activities throughout the year when normal participation in these activities is only over Terms 4 & 1.

Greg Hackfath  
Lifeguard Services Coordinator



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**L12/13 NOTICE OF DRAFT POLICY TO BE PLACED ON PUBLIC EXHIBITION - ENFORCEMENT OF PARKING RESTRICTIONS**

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**Purpose:**

To advise Council and the community of the public exhibition of the Draft Enforcement of Parking Restrictions Policy.

**Description of Item:**

Council has an existing Enforcement Policy that establishes Council's management approach with respect to the assessment and determination of a broad spectrum of regulatory enforcement actions.

The proposed Enforcement of Parking Restrictions Policy seeks to further refine and detail Council objectives in respect to monitoring parking restrictions, responses to parking breaches, Penalty Infringement Notice reviews, probity and conflict of interest for parking officers.

The proposed Policy will establish parameters for Council's assessment and determination of requests received from time to time that seek the extension of Council parking patrols to encompass privately owned carparks.

**Sustainability Assessment:**

- **Environment**

There are no adverse environmental issues expected to result from the adoption of this Policy.

- **Social**

The Policy seeks to provide clear parameters associated with Council's Parking Enforcement responsibilities and assist with the provision of fair and equitable parking access to all users.

- **Civic Leadership**

The establishment of fair and equitable parking access to all users through the provision of a transparent and consistent regulatory enforcement approach demonstrates Council's commitment to the provision of regulated parking management.

- **Economic**

**Broader Economic Implications**

The provision of a regulated management parking response will enhance public safety and assist the business community with ensuring the proper use of parking areas within time regulated zones.

### **Delivery Program/Operational Plan Implications**

The extension of parking patrols to encompass private parking areas could impact upon existing parking patrol resources without considered application. It is initially proposed to limit parking patrols of private parking areas to the Coffs Harbour CBD and the immediate surrounding areas including the Jetty Precinct. It is considered that an extension to the existing parking patrols within the above defined area can be undertaken utilising existing resources with minimal impact upon current patrols. Extension of the service to encompass private carparks outside the defined area would be considered at a future date and would be subject to any resourcing limitations.

Parking patrols of private carparks would only be undertaken on the basis of no costs being incurred by Council. It is anticipated that penalty infringement revenue will render the service cost neutral, however, a service levy may be applied where required to offset operational cost. The imposition of a service levy fee would be assessed and applied on an individual basis as deemed appropriate to maintain a no cost to Council service.

### **Consultation:**

Internal consultation has been undertaken with Councils relevant departments with suggested changes incorporated within the Policy.

Consultation in respect to the extension of parking patrols to encompass private parking areas has been undertaken with a number of property / business owners. Local media was also used to convey the message to the broader general public and business operators.

Other NSW Local Government Council's were surveyed in relation to the policing of private parking areas. The survey returned 26 responses, with 18 Councils indicating that they have Private Parking Regulation service agreements and 8 Councils indicating that they do not provide such a service.

A number of positive responses were received from the responding Council's in terms of operational matters associated with the policing of private carparks. The responses focused on three main points: a decrease in the misuse of accessible parking bays, business community support toward Council's service and the delivery of an additional service being cost neutral. No negative responses were received.

### **Related Policy and / or Precedents:**

The policy is to be read in conjunction with Council adopted Enforcement Policy.

### **Statutory Requirements:**

Council has statutory authority to undertake policing of public roads and public carparks as authorised class 12 officers, under Schedule 2 of the Road Transport (General) Regulation 2005.

## **L12/13 - Notice of Draft Policy to be placed on Public Exhibition - Enforcement of Parking Restrictions (Cont'd)**

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Council has statutory authority to enter into private parking service agreements by virtue of the Local Government Act 1993 section 650 (6) & (7) which states:

- (6) The owner of any private land may enter into an agreement with the council under which the land, or any part of the land, is set aside for use as a free parking area.*
- (7) It is the duty of the Director-General to establish guidelines to be followed by councils in relation to agreements of the kind referred to in subsection (6), including guidelines as to:
  - (a) the circumstances in which a council may enter into such an agreement, and*
  - (b) the matters for which such an agreement must or must not make provision, and*
  - (c) the exercise by a council of any functions conferred on it by such an agreement.**

### **Issues:**

Council presently has an allocation of 1.4 full time dedicated parking patrol officers and 3 multi function Rangers who conduct random patrols when normal daily duties permit. Parking patrols are generally undertaken within the Coffs Harbour central business district on a daily basis with regular patrols also undertaken within the Woolgoolga, Sawtell and Toormina business areas. Regular patrols are also undertaken of school parking zones and Council's time restricted free off street public car parking areas.

It is considered that the existing dedicated parking patrol officers can extend their patrol area to encompass the Coffs Harbour CBD and the immediate surrounding areas including the Jetty Precinct with minimal impact upon the current service. It is envisaged that an extension of the service beyond the defined area will require additional staff resources. Any increase in staff resources would need to be considered subject to the ability to provide full cost recovery via penalty infringement revenue or imposition of a service fee or combination of both. Any requests for extension of the service would be considered on this basis.

### **Implementation Date / Priority:**

Implementation for public exhibition is immediate.

### **Recommendation:**

- 1. In accordance with Section 160 (2) of the *Local Government Act 1993*, Council gives public notice of its intention to adopt the **Enforcement of Parking Restrictions Policy** as attached, placing it on public exhibition for a period of 28 days to invite submissions.**
- 2. Following the exhibition period, Council considers a further report including a summary of any submissions received.**

**Chris Chapman**  
**Director**  
**Land Use, Health & Development**

**Attachments:**

<p><b>COFFS HARBOUR CITY COUNCIL</b></p>  <p><b>Enforcement of Parking Restrictions Policy</b></p>	
<p><b>Policy Statement</b></p> <p>This policy aims to provide a consistent and transparent approach to parking restriction enforcement action which follows the principles of natural justice and procedural fairness.</p> <p>To provide parameters for the consideration of applications for Private Parking policing service agreements.</p>	
<p><b>Related Legislation, Circulars or Guidelines (as amended)</b></p> <ul style="list-style-type: none"> <li>• Roads Act 1993</li> <li>• Australian Road Rules 2008</li> <li>• Road Transport Act 2005</li> <li>• Local Government Act 1993 Section 650</li> <li>• Guidelines to assist Councils to assess application from private landowners for creation of free parking areas on private land as published by DLG August 1998.</li> </ul>	
<p><b>Does this Document Replace an Existing Policy, Procedure or Plan?</b> <span style="float: right;"><b>NO</b></span></p>	
<p><b>Related Council Policy or Procedure</b> <span style="float: right;"><b>Enforcement Policy</b></span></p>	
<p><b>Application and Distribution</b></p> <p>It is mandatory for all Council officials to comply with this Policy. This Policy and Guideline is available on Council's website under Council Policies.</p>	
<p><b>Approved by:</b></p> <p><b>Executive Team</b>..... [Meeting date]</p> <p><b>Council</b> ..... [Meeting date &amp; Resolution No.]</p>	<p><b>Signature:</b></p> <hr/> <p><i>General Manager</i></p>
<p><b>Council Branch Responsible:</b></p>	<p><b>Date of Next Review:</b></p>

## RESPONSIBILITIES

Position	Directorate	Responsibility
General Manger	Executive	To lead staff, (either directly or through delegated authority) in their understanding of, and compliance with, this policy and any related procedures.  To approve resources to develop, implement and review this policy.
Director	Land Use Health & Development	To communicate, implement and comply with this policy and any related procedures.
Executive & Managers	All Directorates	To communicate, implement and comply with this policy and any related procedures.  To lead staff in their understanding of, and compliance with, this policy.
Manager Land Use Management	Land Use Health & Development	To communicate, implement and comply with this policy and any related procedures. To lead staff in their understanding of and compliance with this policy
Legal & Governance	General Manager	To provide legal and governance review and oversight of contract agreement
Team Leader Rangers, Senior Ranger, Multi Function Ranger, Single Function Ranger	Land Use Health & Development	To comply with this policy and implement related procedures.
All Council officials	All Directorates	To comply with this policy and any related procedures.

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## 1. OBJECTIVE

The objective of this policy is to ensure that the Council's function of enforcing restrictions which apply to street parking, Council free car parking areas, private free parking area under a policing agreement and other road related areas is conducted in a manner which is fair, consistent, impartial and transparent.

## 2. THE POLICY

### Definitions

- **Emergency Vehicle**

Carries the same meaning as defined within the Australian Road Rules 2005 and means any vehicle driven by a person who is:

- (a) an emergency worker, and
- (b) driving the vehicle in the course of his or her duties as an emergency worker.

- **Emergency Worker**

Carries the same meaning as defined within the Australian Road Rules 2005 and means:

- (a) a member of the Ambulance Service rendering or providing transport for sick or injured persons, or
- (b) a member of a fire brigade, rural fire brigade or the State Emergency Service providing transport in the course of an emergency, or
- (c) a person (or a person belong to a class of persons) approved by the Road Authority.

- **Parking Restrictions**

Means any restriction which is lawfully imposed on a parking area within a Council or Private Free car park or any other lawfully imposed parking restriction which may apply to a public road or road related area as defined within the Australian Road Rules 2008. This may include (but is not limited to) time limitations on the duration of stay within the park; restrictions which limit the use of parking spaces to particular vehicles or purposes; or restrictions which limit the use of parking spaces to people with a disability.

- **Penalty Infringement Notices (PINS)**

Means a notice issued by Council requiring the payment of an amount of money for breaching a lawful parking restriction. The power to issue a PIN and the amount of the penalty are both established by legislation.

- **Private Free Parking Area**

Means a parcel of land which is privately owned and used primarily as a car park. Where the said owner has entered into a contractual agreement with this Council, utilising section 650 (6) of the Local Government Act making such area a Free Public Car Park under the regulatory control of Council.

### 3. INTENT

Council will enforce restrictions on parking within the Council area in a manner which is fair, impartial and transparent. This policy will be achieved by performing the enforcement of parking restrictions in accordance with the details in this policy.

### 4. GUIDELINES FOR PRIVATE FREE PARKING AREA AGREEMENTS

Subject to workloads and availability of relevant staff, Council may provide services in relation to policing of Private Car Parking areas subject to the follow conditions:

- The owners of the private property or the owner's agent have requested, in writing, Council's assistance in policing parking within their property. That any such request satisfy that there is a genuine need, from the public perspective to assist the land owner in policing parking.
- The property to be the subject of an agreement shall be located within Coffs Harbour CBD or within a radius of 1klm from the centre of the CBD and shall include the Jetty shopping precinct.
- The Private Free Parking area be not less than 20 parking spaces available for public use and at least one bay being for disabled parking.
- That Council incur no cost in the setting up of any agreement and that such cost be paid by the requesting owner.
- That Council incur no cost in respect to signage, line marking and maintenance of any such area.
- That Council **may** charge a fee for service as set from time to time within Council Fees and Charges Policy document.

Upon the landowner having met the above conditions, Council may enter into a contractual agreement the terms of which shall be agreed upon by Council's General Manager, who shall be Council's signatory to the agreement.

### 5. IMPARTIAL ENFORCEMENT OF PARKING RESTRICTIONS

Council must enforce restricted parking requirements in a manner which is impartial. In particular, no person, group, class or people or business or workplace shall be excluded from the enforcement of parking restriction requirements unless that exclusion is authorised by law or is in the public interest. For example, it is in the public interest that parking restrictions will not be enforced in relation to emergency vehicles utilised by emergency workers attending the scene of an incident in the course of their emergency function.

### 6. MONITORING RESTRICTED PARKING COMPLIANCE

Council will monitor compliance with restricted parking requirements by:

- a) Routinely patrolling Council's Free Car Parking Areas.
- b) Routinely patrolling Coffs Harbour's public roads and road related areas.
- c) Routinely patrolling Private Free Car Parking as resources permit.
- d) Responding to complaints concerning illegally parked vehicles.
- e) Conducting targeted programs, such as school zones to address and heighten awareness of systemic non-compliance of parking restrictions in these areas.



## **7. RESPONSE TO IDENTIFIED BREACHES OF RESTRICTED PARKING REQUIREMENTS**

Council Officers will have discretion to respond to identified breaches of restricted parking requirements in the following manner:-

- a) In the ordinary course, a penalty infringement notice will be issued in response to a breach of a lawful restricted parking requirement.
- b) Each instance of a breach of a restricted parking requirement shall be taken on a case by case basis and the Council Officer shall have discretion not to issue a penalty infringement notice when it is fair and appropriate in the circumstance.
- c) Council Officers authorised to issue penalty infringement notices must receive training to ensure a consistent approach to the issue or non issue of a parking infringement notice.
- d) In determining whether a penalty infringement notice is to be issued or not, Council Officers must exercise their discretion impartially.
- e) A decision by a Council Officer to issue a penalty infringement notice may be reviewed at the request of the person responsible for paying the infringement notice, within 21 days of the date of issue.

## **8. ADMINISTRATION AND COLLECTION OF PENALTY INFRINGEMENT AMOUNTS**

Council has contracted the administration of penalty infringement notices, including penalty amount collection, to the State Debt Recovery Office (here after referred to as SDRO). Pursuant to the contract, the SDRO is responsible for collecting the payment of amounts required by the penalty notice and also for determining any request for the cancellation of a penalty infringement notice by the recipient.

## **9. REQUESTS FOR A REVIEW OF AN INFRINGEMENT NOTICE**

A person who receives a penalty infringement notice may make representations in regards to any mitigating circumstances in respect to the offence and/or feel the infringement has been incorrectly issued.

All requests for a review must be in writing and forwarded to the State Debt Recovery Office Representations Unit for determination. Any representations received by Council directly will be forwarded to the SDRO within five working days of receipt of the request. The person requesting the review will be notified by mail of this action within five working days of posting. It should be noted that Council views the SDRO's decision on requests for a review as final.

However, in extraordinary circumstances, a further and final appeal may be made to Council's review panel at the discretion of Council's General Manager.

Once a penalty infringement notice has been issued, the notice must not be cancelled by the issuing officer.

Council may only authorise the cancellation of a penalty infringement notice after it has been issued if at least two of the following officers review the circumstances of the matter and unanimously authorise the cancellation of the notice.

- General Manager
- Director, Land Use, Health and Development
- Manager, Land Use Management
- Compliance Unit Team Leader
- Senior Ranger

Collectively, the people performing these positions for Council are referred to as the Review Panel. There is no requirement for all members of the review panel to review every penalty infringement notice following a request and regardless of how many members of the Review Panel review a request, the decision to authorise the cancellation of the penalty infringement notice must be unanimous.

In the event that a unanimous decision cannot be reached, then the decision of the SDRO review will stand.

If the cancellation of a penalty infringement notice is authorised by Council, a full and complete record must be made which identifies, as a minimum, the following details:

- a) The registration details of the vehicle which was parked in breach of the parking restrictions and, when known, the identity of the person responsible for the breach.
- b) Who made the request for cancellation, which must be in writing signed by the applicant.
- c) The reasons which support the cancellation being authorised.
- d) The names of the review panel members who determined the request for the PIN to be cancelled.

Council will not consider a request to cancel a penalty infringement notice unless that request is made in writing and is received within a period of no more than 40 days from the date of the infringement notice.

The SDRO may determine requests for cancellation of a penalty infringement notice without reference to Council. In some circumstances the SDRO may request Council's input in relation to representations seeking cancellation of a penalty notice. When such a request is made by the SDRO, Council's response must be authorised by at least two members of the Review Panel and a detailed record of Council's response should be retained.

Nothing in this policy prevents the Review Panel considering and authorising the cancellation of a penalty infringement notice at the instigation of Council Officers and in the absence of a request from a member of the public. An example of such a circumstance is where an infringement notice has been issued where no offence has occurred; i.e. issued in error.

If a penalty infringement notice is cancelled at the instigation of a Council Officer then a written record of that cancellation must be made which includes the details noted earlier in this policy.

## **10. PROBITY AND CONFLICT OF INTEREST**

Coffs Harbour City Council's Code of Conduct and the Local Government Act 1993, provides guidance to assist Council Officers to determine if they have a conflict of interest in relation to a particular parking restriction enforcement matter.

Further assistance may also be obtained from Council's Public Officer at the request of any Council Officer if the Officer has concerns about any potential probity or conflict of interest matter in connection with the enforcement of parking restrictions.

## CORPORATE BUSINESS DEPARTMENT REPORTS

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### CB12/29 RURAL FIRE DISTRICT SERVICE AGREEMENT

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#### **Purpose:**

To authorise the General Manager to sign the Rural Fire District Service Agreement with the Commissioner of the NSW Rural Fire Service and to appoint two Councillors to the Rural Fire Service Liaison Committee.

#### **Description of Item:**

The Rural Fire Service Agreement sets out the relationship between the NSW Rural Fire Service and Council. Similar agreements are signed with all councils in the State which have a rural area.

In effect it provides for the Commissioner of the NSW Fire Service to undertake Council's function in relation to rural fire services. This is a continuation of the existing arrangement in place.

Clause 9 of the Agreement provides for a Liaison Committee to be in place. Council is required to appoint two Councillors to the Liaison Committee. This matter is expanded upon in the 'Issues' section of this report.

A copy of the proposed Agreement is attached.

#### **Sustainability Assessment:**

- **Environment**

There are no environmental impacts on Council in signing the agreement with the Commissioner of the NSW Rural Fire Service. The Commissioner would have to meet State Government requirements in relation to this issue.

- **Social**

There are no social impacts related to this matter.

- **Civic Leadership**

Coffs Harbour 2030 Community Strategic Plan provides strategies which reflect Council's involvement with Rural Fire Service, apart from the statutory requirement, and include:

- LC1.1.2 Develop community resilience to change including disaster preparedness and response mechanisms.
- LC1.3.1 Promote a safe community.

- **Economic**

#### **Broader Economic Implications**

Councils in NSW contribute to the Rural Fire Serviced based on estimates approved by the Commissioner of the Rural Fire Service.

### **Delivery Program/Operational Plan Implications**

This Agreement does not change the current financial arrangement built into Council's Operational Plan and Delivery Program. Council makes allowance for its share of the estimated annual cost of the Rural Fire Service.

### **Consultation:**

This matter has been discussed with Superintendent Paul Norton, Team Manager, Mid North Coast Team of the Rural Fire Service.

### **Related Policy and / or Precedents:**

This agreement is a continuation of the current arrangements in place as provided by legislation.

### **Statutory Requirements:**

The agreement is entered into pursuant to the provisions of section 12A of the *Rural Fires Act 1997 (NSW)*.

### **Issues:**

Council is obligated to continue with the arrangements in place as provided by the agreement.

A requirement of the agreement is for Council to be part of a Liaison Committee in relation to Rural Fire Service matters. Clause 9 of the agreement provides for there to be seven (7) members with two (2) Councillors appointed by resolution of Council, the General Manager or his delegate, two (2) volunteer fire fighters, one (1) member of the RFS (Rural Fire Service) staff and the District Manager who will be the Committee's Executive Manager.

The Liaison Committee will monitor and periodically review the performance of this agreement by the Council and the RFS and review the annual budget and business plan and the quarterly financial and performance reports prepared by the rural Fire Service District Manager prior to submission to and consideration by the Council.

Council will need to select two (2) Councillors to be on the Liaison Committee.

### **Implementation Date / Priority:**

The agreement will be in place as soon as it is signed by the General Manager and the Commissioner, NSW Rural Fire Service.

### **Recommendation:**

- 1. That Council authorises the General Manager to sign the Rural Fire Service Agreement on behalf of Council.**
- 2. That Council appoints two (2) Councillors to be members of the Rural Fire Service Liaison Committee with re-appointment annually in conjunction with the appointment of Councillors to Council committees.**

**Attachments:**

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**The Council of Coffs Harbour City**  
the Council

**The Commissioner of the NSW Rural Fire Service**  
the Commissioner



**Rural Fire District Service Agreement**

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This Agreement made at Coffs Harbour Council Chambers on [insert date]

**Parties**                    **The Council of Coffs Harbour** of Cnr Castle and Coffs Streets Coffs Harbour in the state of New South Wales (“**The Council**”)  
  
                                      **The Commissioner of the NSW Rural Fire Service** of 15 Carter Street Lidcombe NSW 2141 (“**The Commissioner**”)

## Recitals

- A. The parties have agreed to enter into a rural fire district service agreement pursuant to the provisions of section 12A of the *Rural Fires Act 1997* (NSW).
- B. The Commissioner has agreed to exercise all of the functions imposed on the Council by and under the *Rural Fires Act 1997* (NSW) other than those functions specified in clause 4.2.
- C. The Commissioner has agreed to undertake the day-to-day management of the rural fire services operating in the District on behalf of the Council.
- D. The Council has agreed to provide certain administrative accounting and maintenance services to the Commissioner and to the RFS.
- E. The Council has agreed to allow the Commissioner and the RFS to use the District Equipment.
- F. The Council has agreed to allow the Commissioner and the RFS to use the Premises.
- G. The Council and the Commissioner have agreed to establish a Liaison Committee.
- H. The Council has agreed to delegate certain functions, powers and duties to members of the RFS.

## The parties agree

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### 1. Definitions

In this agreement:

- a) “**Act**” means the *Rural Fires Act 1997* (NSW) as amended.
- b) “**Delegation**” means the delegation made by the Council to the District Manager, a copy of which is annexed to this Agreement and marked with the letter “A”.
- c) “**District**” means the **Coffs Harbour** rural fire district.
- d) “**District Equipment**” means the Fire Fighting Apparatus and the other vehicles and equipment:
  - (i) owned by the State of New South Wales;
  - (ii) owned by the Council; or
  - (iii) vested in the Council

and used by the Members of the Rural Fire Service operating in the District.

- e) **"District Manager"** means the district manager for the District/Team.
- f) **"Fire Control Officer"** and **"FCO"** means the fire control officer appointed for the District by the Commissioner.
- g) **"Fire Fighting Apparatus"** means all vehicles, equipment and other things used for or in connection with, the prevention or suppression of fire or the protection of life or property in case of fire, by the Members of the Rural Fire Service operating in the District.
- h) **"Liaison Committee"** means the Liaison Committee established pursuant to clause 9 of this Agreement.
- i) **"Minister"** means the Minister responsible for the administration of the Act.
- j) **"Premier"** means the Premier of New South Wales.
- k) **"Premises"** means the land and buildings or parts of land and buildings specified in Schedule 1.
- l) **"Members of the Rural Fire Service operating in the District"** means the fire control officer for the District, the deputy fire control officers for the District, the other staff of the Service assigned to the District, the group officers and the volunteer rural fire fighters forming the rural fire brigades and groups of rural fire brigades in the District.
- m) **"RFS"** means the NSW Rural Fire Service established by the Act.
- n) **"Service Standards"** means the Service Standards issued by the Commissioner pursuant to the provisions of section 13 of the Act.
- o) **"Term"** means the period specified in clause 3.1 for which this Agreement is to continue.

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## 2. Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
- (b) words importing the singular include the plural and vice versa, and words denoting a given gender include all other genders;
- (c) the expression "person" includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated);
- (d) references to parties, clauses, sub-clauses, schedules, exhibits or annexures are references to parties, clauses, sub-clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit and annexure;
- (e) references to this Agreement, or any other deed, agreement, instrument or document shall be deemed to include references to this Agreement, or other deed, agreement, instrument or document as amended, novated, supplemented, or replaced from time to time.



- (f) a reference to an agreement includes a representation, undertaking, deed, agreement or legally enforceable order or arrangement or understanding, whether or not in writing;
- (g) a reference to a document includes any written agreement and any certificate or note or other document of any kind;
- (h) references to any person or to any party to this Agreement include that person's or party's executors, administrators, successors and permitted assigns;
- (i) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has corresponding meaning;
- (j) where the day on or by which any sum is payable under this Agreement, or any act, matter or thing is to be done is a day other than a Business Day, that sum will be paid and such act, matter or thing will be done on the immediately preceding Business Day;
- (k) where two or more parties to this Agreement make a joint covenant, undertaking, representation or warranty, it will be construed to refer to and bind each of such parties jointly and each of them severally;
- (l) references to payments to any party to this Agreement will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made pursuant to this Agreement will be made by unendorsed bank cheque or other immediately available funds; and
- (n) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory documents issued there under.

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### **3. Commencement and Term**

- 3.1. Notwithstanding the date upon which this Agreement is signed the parties agree that the operation of the Agreement will commence on **[insert date]** and continue until it is terminated pursuant to provisions of clause 14.
- 3.2. This Agreement replaces the Service Agreement between the Commissioner and the Council dated **[insert earlier date of SA]**.

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### **4. Commissioner to exercise Councils' Functions and manage the District**

- 4.1 This Agreement is a rural fire district service agreement under section 12A of the Act.
- 4.2 The Commissioner will, in consideration of an annual fee of \$1.00 payable by the Council:
  - (a) exercise, for the Term, all of the functions imposed on the Council by or under the Act other than those functions specified in

(i) sections 7, 12A, 37(3), 60(2), 60(6), 62, 63, 64,65,74(1)(2)(a) & (b),74C(3), 76, 77, 79, 95, 83(1)(a),100E (2)(b) & (c), 100G, 100H, 104, 109, 110, 119 (save for sub-section 119 ( 5), 120 and 126 of the Act; and

(ii) Regulations 14(a), and 37 of the Rural Fires Regulation (2008):

(b) undertake the day to day management of the RFS in the District.

4.3 The Council will:

(a) deliver a written report to the Commissioner setting out the information specified in sub-sections 74 (1), 74 (2) (a) & 74 (2) (b) of the Act not later than three months after the end of the Financial Year;

(b) deliver to the Commissioner any bush fire hazard complaint it receives within 14 days of receipt of the complaint;

(c) upon request, provide the RFS with the following datasets for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code on behalf of Council:

Data Type	Format
Weeds map	GIS layer if available and hard copy map if available
Heritage sites	GIS layer if available and hard copy map if available

(d) upon request, provide the RFS with the following data for use in undertaking assessments in accordance with the Bush Fire Environmental Assessment Code on behalf of Council:

(i) property address; and

(ii) property ownership

This data must be provided by Council within 2 working days of a request being made; and

(e) upon request, provide the RFS with a copy of any consent provisions imposed by the Council pursuant to clause 2.7 of the Bush Fire Environmental Assessment Code, 2006.

4.4 The Council acknowledges that, in exercising the Councils' functions pursuant to this Agreement the Commissioner may, but is not obliged to, utilise or provide additional equipment or personnel in addition to the District Equipment and the Members of the Rural Fire Service operating in the District.

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## **5. District Equipment**

- 5.1 The Council agrees that it will, during the Term, make available to and allow the Commissioner and the RFS to use the District Equipment which is owned by, vested in or under the control of the Council.
- 5.2 The Commissioner agrees that he or she will, during the term of this Agreement, maintain the District Equipment on behalf of the Council in accordance with the applicable Service Standards.
- 5.3 The RFS will maintain a register of the District Equipment.

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## **6. Land and Buildings**

- 6.1 The Council agrees that it will, during the Term, allow the Commissioner and the RFS to occupy and use the Premises (being the land and buildings or parts of land and buildings specified in Schedule 1), or such other land and buildings as may be agreed upon in writing between the Council and the Commissioner, on the following terms and conditions:
- 6.2 The Council grants and the Commissioner accepts a licence to enter and use the Premises during the term of this Agreement.
- 6.3 The Commissioner has:
- (a) a personal right of occupation of the Premises on the terms specified in this Licence;
  - (b) no tenancy, estate or interest in the land on which the Premises are situated.
- 6.4 The legal right to possession and control over the Premises and the land upon which they are situated remains vested in the Council throughout the term of this Licence.
- 6.5 The Council will:
- (a) not interfere with the Commissioner's use and enjoyment of the Premises during the Term;
  - (b) pay all rates, taxes, electricity, gas, oil and water charges separately metered and charged to the Premises;
  - (c) maintain the Premises in good repair in accordance with paragraph 6.7; and
  - (d) effect and keep current at all times during the continuance of this Agreement the following insurances:
    - (i) building insurance; and
    - (ii) public risk insurance in an amount of not less than \$20,000,000.
- 6.6 The Commissioner will:
- (a) not occupy or use the Premises for any purpose other than the provision of rural fire services and any other purpose incidental thereto, without the prior consent of the Council, which shall not be unreasonably withheld or delayed;

- (b) not assign the benefit of this licence or grant any sub-licence;
  - (c) keep the Premises clean and tidy and carry out minor repairs and maintenance in accordance with paragraph 6.8;
  - (d) comply with all statutes, regulations and ordinances regarding its use of the Premises; and
  - (e) not deface or alter the Premises without the consent of the Council, such consent not to be unreasonably withheld or delayed.
- 6.7. The Council will undertake all painting, maintenance and repairs of the Premises involving:
- (a) the roof and external structure of the Premises;
  - (b) any internal or external fittings or fixtures placed by the Council;
  - (c) any work that must be carried out by a licensed trades person, including, but not limited to:
    - (i) electrical repairs and maintenance; and
    - (ii) plumbing repairs and maintenance; and
  - (d) maintenance and repair of any air conditioning or heating system.
- 6.8. The Commissioner will undertake any painting, maintenance and repairs of the Premises involving:
- (a) the ceiling and internal structure of the Premises;
  - (b) any internal or external fittings or fixtures placed by the RFS; and
  - (c) the lawn, garden and grounds surrounding the Premises.

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## **7. Administrative, Accounting and Maintenance Services**

- 7.1 The Council will, in consideration of an annual fee of \$1.00 payable by the RFS to the Council, provide to the Commissioner and the RFS the administrative, accounting and maintenance services specified in Schedule 2.
- 7.2 The Council or its General Manager will delegate to the District Manager the functions specified in Annexure "A" for the purpose of enabling the District Manager to utilise the Council's administrative, accounting and maintenance services.
- 7.3 The District Manager will, in exercising the functions delegated to him or her pursuant to clause 7.2, ensure that they are exercised in accordance with the Council's policy and procedures.

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## **8. Finance**

- 8.1 The Council will, in consultation with the Commissioner, by no later than 30 September of each year, submit to the Commissioner an estimate of probable expenditure for the District for the next financial year ("**the Bid**").
- 8.2 Following consultation with the Council, the Commissioner will, by no later than 28 February of each year, submit to the Council:

- (a) a probable allocation of expenditure for the District for the next financial year (“the probable allocation”); and
  - (b) a probable contribution (“the probable contribution”) by the Council to the New South Wales Rural Fire Fighting Fund (“the Fund”).
- 8.3 In the event that the Commissioner and the Council cannot agree upon the contribution of the Council to the Fund within 28 days of the Commissioner delivering the probable allocation and probable contribution to the Council pursuant to clause 8.2, the parties will ask the Minister to determine the Council’s contribution pursuant to section 110 of the Act.
- 8.4 The Commissioner will, following consultation with the Council, provide the Council with a budget forecast of the expenditure for the District for the next four years, commencing on 1 July 2011, then updated annually.
- 8.5 In preparing the budget forecast the Commissioner will consult with the Council in relation to a range of matters including:
- (a) the Council’s capacity to contribute to the Fund; and
  - (b) RFS and government policies with respect to:
    - (i) the replacement of District Equipment;
    - (ii) the District’s requirements by reference to Standard of Fire Cover and other policies; and
    - (iii) standards for fire stations and other facilities.
- 8.6 The Commissioner will provide to the Council on 1 July 2011 then update annually, a draft 10 year capital works program for the District identifying projected capital works requirements by reference to RFS and government policies with respect to:
- (i) the replacement of District Equipment
  - (ii) the District’s requirements by reference to Standards of Fire Cover and other policies; and
  - (iii) standards for fire stations and other facilities.
- 8.7 Where the Council provides funds for the delivery of rural fire services in the District in addition to its statutory contribution to the Fund the District Manager will, on behalf of the Commissioner, manage those funds in accordance with any relevant policies or directions of the Council.
- 8.8 The Council acknowledges that, in exercising the Council’s functions pursuant to this Agreement, the Commissioner:
- (a) has unrestricted access to and may expend, in the Commissioner’s discretion, the monies received by the Council from the Fund for the delivery of rural fire services in the District; and
  - (b) may, but is not obliged to, expend any monies in addition to those referred to in paragraph (a).

- 8.9 The Council acknowledges that the funding for the expenditure under the Maintenance and Repair sections of the Fund estimates process shall continue to be provided on a reimbursement basis.
- 8.10 The Council will provide the District Manager with a quarterly report of the amount of the RFS budget for the District that has been expended in a format agreed between the District manager and the Council.

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## **9. Liaison Committee**

- 9.1 The Liaison Committee will consist of 7 members as follows:
- (a) two Councillors from the Council appointed by resolution of the Council;
  - (b) the General Manager of the Council or his or her delegate;
  - (c) two volunteer rural fire fighters from the District appointed by the local branch of the NSW Rural Fire Service Association Inc (“the **RFSA**”), or, in the absence of a local branch of the RFSA, elected in accordance with the applicable Service Standard;
  - (d) one member of the RFS staff assigned to the District nominated by the District Manager and approved by the Regional Manager for the District; and
  - (e) the District Manager who will be the committee’s Executive Officer.
- 9.2 The Commissioner, the Council and the groups or entities which appoint or elect members of the Liaison Committee pursuant to sub-clauses 9.1(c) and (d) respectively may appoint another person to attend any meeting of the Liaison Committee in the event that the person they have elected pursuant to clause 9.1 is unable, for any reason, to attend that meeting.
- 9.3 The Liaison Committee will:
- (a) monitor and periodically review the performance of this Agreement by the Council and the RFS;
  - (b) review the following documents prepared by the District Manager prior to submission to and consideration by the Council:
    - (i) the annual budget and business plan; and
    - (ii) the quarterly financial and performance reports
- 9.4 The procedures for calling meetings and the conduct of business at those meetings shall be determined by the Liaison Committee.
- 9.5 Minutes of each meeting of the Liaison Committee must be circulated to each of the Council, the members of the Liaison Committee and the Commissioner within 2 weeks of the meeting.
- 9.6 The Liaison Committee is not a committee of the Council or the RFS.

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## 10. Insurance and Related Covenants

- 10.1 The Council agrees that it will, during the Term, effect and keep current the following insurances ("the Council's Insurances"):
- (a) property damage and public liability insurance in relation to the Premises;
  - (b) compulsory third party and comprehensive insurance in relation to any motor vehicles which form part of the District Equipment, except for motor vehicles which are listed on the register of RFS "Red Fleet" vehicles or where otherwise agreed in writing between the Council and the Commissioner;
  - (c) property damage and public liability insurance, third party and comprehensive insurance (including fire and theft), in relation to all Premises and District Equipment, except for motor vehicles which are listed on the register of RFS "Red Fleet" vehicles, controlled, occupied or managed by the Commissioner or the RFS including, but not limited to:
    - i. marine fire fighting equipment;
    - ii. wharves, jetties or boat sheds;
    - iii. radio base stations;
    - iv. radio transmitting towers;
    - v. computer paging systems;
    - vi. pager repeater sites and towers;
    - vii. fire spotting towers; and
    - viii. training facilities.
- 10.2 The Commissioner agrees that the NSW RFS will, during the Term, effect and keep current the RFS's indemnity coverage with the NSW Treasury Managed Fund ("the **TMF Indemnity**") to provide, in accordance with the terms and conditions of the TMF Indemnity, third party liability cover and comprehensive motor vehicle cover in relation to any motor vehicles which form part of the District Equipment and are listed on the register of RFS "Red Fleet" vehicles, except where otherwise agreed in writing between the Council and the Commissioner.
- 10.3 The District Manager may authorise the Executive Committee of a rural fire brigade to effect insurance in relation to any specified item or items of equipment that have been purchased by the brigade or its members or which have been donated to the brigade.
- 10.4 The Commissioner on behalf of the RFS covenants with the Council that the RFS will, during the Term, in respect of the Council's functions under the Act, which the Commissioner has agreed to exercise, effect and keep current the TMF Indemnity.
- 10.5 Indemnity by the Council:
- (a) The Council agrees to indemnify the Commissioner, the RFS, its members and agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (i) Loss of, loss of use of, or damage to property of the RFS; or
- (ii) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

arising out of or by reason of anything deliberately or negligently done or omitted to be done by the Council, the Council's officers or employees.

- (b) The Council's liability to indemnify the Commissioner, the RFS, its members and agents, is reduced proportionally to the extent that a malicious or negligent act or omission of the Commissioner, the RFS, its members and agents (other than of the Council) or a breach of this Agreement by the Commissioner has contributed to the injury, damage or loss.

#### 10.6 Indemnity by the Commissioner and RFS:

- (a) The Commissioner and RFS indemnifies the Council and its agents from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (iii) Loss of, loss of use of, or damage to property of the Council; or
- (iv) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

arising out of or by reason of anything deliberately or negligently done or omitted to be done by the Commissioner, the RFS or its members.

- (b) The liability of the Commissioner and the RFS to indemnify the Council is reduced proportionally to the extent that a malicious or negligent act or omission of the Council or employees or agents (other than of the Commissioner or RFS) of the Council or a breach of this Agreement by the Council has contributed to the injury, damage or loss.

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## 11. Key Performance Indicators

The Commissioner and the Council will, in carrying out their obligations under this agreement, endeavour to meet the Key Performance Indicators that are specified in Schedule 3 or agreed in writing between the Council and Commissioner from time to time.

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## 12. Reporting and Review

- 12.1 The District Manager will submit a report to the Council, based on the current district business plan, within 6 weeks of the end of the financial year.
- 12.2 The report will be tabled at the next Liaison Committee meeting.
- 12.3 The District Manager will provide the Council with information that is reasonably required by it to comply with its reporting obligations under the Local Government Act, 1993.
- 12.4 The Council will, within 30 days of the end of the financial year, provide the District



Manager with a report of the amount expended on Maintenance and Repairs during the preceding financial year in a format agreed between the District Manager and the Council.

- 12.5 The Council will enter data relating to its hazard reduction program into any reporting system in accordance with the policy and procedures specified by the NSW Bush Fire Co-ordinating Committee from time to time.

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### **13. Dispute Resolution**

- 13.1 The parties will use their best endeavours to avoid and resolve any disputes in relation to the performance of their respective obligations under this Agreement.
- 13.2 In the event that the parties are still unable to resolve the matter in dispute the matter in dispute will be referred to the Ministers who will decide the matter. If the Ministers cannot resolve the matter within 21 days, the matter will be resolved by the Premier.

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### **14. Termination**

This Agreement will terminate:

- a) if either party breaches its obligations under this Agreement and fails to rectify that breach within 21 days of the other party giving written notice to the party in default requiring that the breach be rectified;
- b) immediately upon the revocation of, or failure to renew, the delegation;
- c) immediately in the event that the Council refuses to advance monies in respect of maintenance of the District Equipment; or
- d) upon the expiration of six months notice in writing given by either the Council or the Commissioner.

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### **15. GST**

- 15.1 The parties acknowledge that the amounts set out in this Agreement as consideration for supplies are calculated without regard to GST.
- 15.2 If any party to this Agreement (“**Supplier**”) becomes liable to remit GST in respect of a taxable supply made under or in connection with this Agreement, the person to whom that supply is made (“**Recipient**”) shall, in addition to any other consideration, which the Recipient is required to provide to the Supplier in connection with that taxable supply under other provisions of this Agreement, pay to the Supplier the amount of the Supplier’s GST liability.
- 15.3 The additional amounts to be paid by the Recipient under paragraph 15.2 will be payable at the same time as the other consideration for that taxable supply is to be provided in accordance with the other provisions of this Agreement.
- 15.4 The Supplier will provide to the Recipient a tax invoice for each taxable supply made under or in connection with this Agreement at or before the time the Recipient is required to provide the consideration for that taxable supply.
- 15.5 The parties will endeavour to minimise the impact of GST on the transactions contemplated by this Agreement and will provide reasonable assistance to one another with regard to the claiming of input tax credits in respect of taxable supplies to

which paragraph 15.2 relates.

- 15.6 "GST" and other terms used in this Clause 15 which are defined under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meanings provided by that Act. A reference to a party's liability for GST will include the GST liability of the representative member of any GST group to which that party belongs.

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## 16. Further Assurance

The parties covenant and agree that each will do all acts and things and execute all deeds and documents and other writings as are from time to time reasonably required for the purposes of or to give effect to this Agreement.

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## 17. Governing Law

This Agreement will be governed by and construed in accordance with the laws of New South Wales.

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## 18. Waiver

No waiver of any breach of this Agreement will be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement.

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## 19. Notices

- 19.1 All notices, requests, consents, and other documents authorised or required to be given by or under this Agreement will be given in writing and either personally served or sent by facsimile transmission ("fax") or email addressed as follows:

### **The Commissioner**

To: The Commissioner  
Address: 1 Aviation Drive,  
Coffs Harbour NSW 2450  
Fax No.: (02) 6651 5693  
Email Address: paul.norton@rfs.nsw.gov.au

### **The Council**

To: The General Manager  
Coffs Harbour City  
Address: Cnr Castle and Coffs Streets  
Coffs Harbour NSW 2450  
Fax No.: 6651 2796  
Email Address: coffs.council@chcc.nsw.gov.au

- 19.2 Notices, requests, consents and other documents ("**Notices**") will be deemed served or given:
- a) if personally served by being left at the address of the party to whom the Notice is given between the hours of 9.00am and 5.00 pm on any Business Day, then in such case at the time the Notice is so delivered;
  - b) if sent by fax or email, then in such case when successfully transmitted during business hours, or if not during business hours, then when business hours next commence.
- 19.3 Any party may change its address for receipt of Notices at any time by giving notice of such change to the other party. Any Notice given under this Agreement may be signed on behalf of any party by the duly authorised representative of that party and will be sent to all parties to this Agreement.

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## **20. Counterparts**

This Agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

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## **21. Modification**

This Agreement may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the parties.

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## **22. Legal Costs**

Each party will bear their own legal costs in relation to this Agreement.

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## **23. Entire Agreement**

This Agreement comprises the entire agreements between the parties and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

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## **24. Severability**

In the event that part of all of any clause of this Agreement is held to be illegal or unenforceable it will be severed from this Agreement and it will not effect the continued operation of the remaining provisions of this Agreement.

Signed as an agreement.

**The Common Seal of Coffs Harbour City Council** was affixed in pursuance of a resolution passed by the Council on the ..... day of ..... 20..... in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
General Manager

Signed by  
**Shane Fitzsimmons AFSM,**  
Commissioner,  
**NSW Rural Fire Service**  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

Annexure A

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**Instrument of Delegation**  
**[Insert DISTRICT name]**

I, **Steve McGrath** General Manager of **Coffs Harbour City council**], pursuant to Section 378 (1) of the Local Government Act 1993, (NSW) **HEREBY DELEGATE** to the District Manager of the **Coffs Harbour** rural fire district, *[including any person holding that position in an acting capacity] authority to exercise the functions listed in Schedule 1 below, subject to compliance with any policy, regulation or resolution of the Council, or directive of an authorised officer of the Council."*

. Such delegation to take effect from **[insert date]** and to continue until **[insert date]**.

**Signed** by **Steve McGrath** this  
day of \_\_\_\_\_ in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full



## SCHEDULE 1

### PREMISES OCCUPIED BY THE RFS.

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Fire Control Centre	1 Aviation Drive Coffs Harbour	CHCC	Lot 53 DP 1122476
Boambee RFB	194 Linsdays Rd Boambee	CHCC	Lot 1 DP 820656 P/N2094650
Bonville RFB	8A Gleniffer Rd Bonville	CHCC	Road Reserve P/N2144770
Bruxner Park RFB	220 Bruxner Park Rd Coffs Harbour	CHCC	Lot 369 DP44802 P/N2032600, CR91584 reserved for Bush fire purpose
Bucca storage shed	460 wears rd Bucca	CHCC	Road reserve, Council Rd, old quarry site, Cnr of Bucca Rd and Wears Rd Bucca
Coramba RFB	Railway Street Coramba	CHCC/ARTC	Lot 3/DP 601406
Country Club RFB	92 Newmans Rd Woolgoolga	CHCC	Lot 1 DP242839, P/N1675900
Eastbank RFB	2 Eastbank Forest Rd Coramba	CHCC	Road Reserve P/N 2068430

## SCHEDULE 1

### PREMISES OCCUPIED BY THE RFS.

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Headquarters RFB	1 Aviation Drive Coffs Harbour	CHCC	Lot 53 DP 1122476
Karangı RFB	21C Mastions Road Karangı	CHCC	Road reserve P/N 80335
Korora RFB	599B Pacific Hwy Korora	CHCC	Lot 12 DP 864498
Lowanna RFB	8 Grafton Street Lowanna	CHCC	Lot 7001, DP1052215, CR 85692
Moonee RFB	36 Woodhouse Road Moonee beach	CHCC	Lot 1 DP262300, P/N1553500
Nana Glen RFB	937 Orara Way Nana Glen	CHCC	Road Reserve
Orara RFB	3 Dairyville Road Orara	CHCC	Lot 1, Dp852467, P/N2134530
Red Hill RFB	Aviation Drive Coffs Harbour	CHCC	Lot 21, DP812274, P/N2056210
Sandy Beach RFB	26 Turpentine Ave Sandy Beach	CHCC	Lot 640, DP 227302, P/N2010100

**SCHEDULE 1**

**PREMISES OCCUPIED BY THE RFS.**

Description	Address	Registered Proprietor (Owner)	Title Particulars (Lot & Plan, Volume & Folio or Folio Identified)
Ulong RFB	84 Pine Ave Ulong	CHCC	Lot 1, DP569275, P/N1663700
Woolgoolga Creek RFB	Ganderton Street Woolgoolga	CHCC	Lot 401, DP752853 CR70046 Council Reserve
Mullaway RFB	Whitton Place Mullaway	CHCC	Lot 1 DP 1011680 P/N 2197695
Corindi RFB	31 Coral Street Corindi	CHCC	Lot 132, DP752820 CR 91265 P/N2215370
Sherwood Creek RFB	Sherwood Creek Road Sherwood	CHCC	Lot 7013, DP752820, P/N2224310, CR 84576





## SCHEDULE 2

### COUNCIL SERVICES PROVIDED TO THE RFS

CATEGORY	SERVICES PROVIDED	BY WHOM	BY WHEN
<b>FINANCIAL SERVICES</b>			
<b>Purchasing</b>	(a) Provide summary of actuals, commitments and balance of Maintenance and Repairs (M&R) funding	Finance	Quarterly
	(b) 'Drill downs' of key areas	Finance	On request
	(c) Purchase items on behalf of RFS	Finance	On request
	(d) Contractor selection process and advice	Finance	As required
	(e) RFS staff access to Council online accounting system and Costs Reports where possible	Finance	As required
<b>Accounts Receivable</b>	(a) Receipt and processing of income received	Finance	Ongoing
	(b) GST management	Finance	Ongoing
	(c)		
	(d)		
<b>Accounts</b>	(a) Accounts management	Finance	Invoice paid within Council's term requirement
	(b) Maintain council corporate credit cards for the District Manager, the Operations Officer, Learning and Development Officer, and the	Finance	Ongoing

	Community Safety Officer		
	(c)		
	(d)		
<b>Petty Cash</b>	(a) Council provides petty cash float to District Manager to a maximum \$250	Finance	As required
	(b)		
	(c)		
	(d)		
<b>Other - Estimate bid submitted annually</b>	(a) Approve and sign prepared Estimates bid.	General Manager	On the appropriate date required each year by the commissioner
<b>COUNCIL SERVICES PROVIDED TO THE RFS</b>			
<b>MAINTENANCE SERVICES</b>			
	(a) Maintenance, repair and management of District Equipment including motor vehicles, plant and equipment in accordance with a Service Agreement between Council and the RFS if required.		As per agreement
<b>Council maintenance on plant &amp; Equipment</b>			





<b>Provision of environmental advice/technical advice on environmental issues</b>	(a) Bush fire hazard complaints received by Council referred to Rural Fire Service in writing/email	Environmental Services	Within five (5) working days of receipt by Council
	(b) Take appropriate action for illegal fires breaching fire safety and environmental legislation	Environmental Services	Request for assistance from Rural Fire Service with one (1) hour
	(c) Develop annually HR works schedule	Environmental Services	Annually
	(d) Report any HR proposals and works conducted in BRIMS	Environmental Services	Daily
	(e) Development applications referred to Rural Fire Service via mail as required	Environmental Services	Within five (5) days of receipt at Council

<b>COUNCIL SERVICES PROVIDED TO THE RFS</b>		
<b>ADMINISTRATIVE SERVICES</b>		
Access to secretarial services	(a) Provide RFS with internal Council processes and updates (b) Provide RFS with Council contact directory and updates (c) Assistance from Council Business Support Services during large scale emergency events (d)	Ongoing Ongoing As Required
Access to council office equipment	(a) Access to shredders, copying and printing services (b) (c) (d)	As required
<b>OTHER SERVICES</b>		
Provision of council plant.	(a) Engage plant to assist in fire fighting and incident management (b) Engage plant and contractors to assist the RFS in fulfilling its responsibilities (c) Provide consultation and	As required As required As required

	training.		
	(d)		
<b>Provision of Council facilities.</b>	(a) 24/7 access to Council stores and services with 1 hour notice during any emergency event		As required during emergency events
	(b) Access to Council Depot for refuelling and cleaning of RFS plant and equipment		As required during an emergency events
	(c) Provide access to council owned land for fire training purposes		As required
<b>Access Fees</b>	(a) Waiver fees to entry of all waste management facilities and call out fees for after hours services		As required

**\* PLEASE NOTE: This schedule contains only those items NOT maintained through the Rural Fire Fighting Fund.**



**SERVICE DELIVERY MODEL**  
District/Team/Zone Business Planning

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**SERVICE AGREEMENT – SCHEDULE 3**

Review Submitted by:..... Review Received by:.....  
Position: ..... Position: .....  
Date: ..... Date: .....



This sheet is the master sheet for the Business Plan and is linked to the following summary and reporting sheets.

## BUSINESS PLAN

Directorate/Region		Regional Services		Implementation Year	2011-2012	
Group / Region / Section / District		Mid North Coast Team Master Copy				
Key Focus Area	Corporate Reference	BP Reference	INITIATIVE/PROGRAM	MILESTONE / PERFORMANCE MEASURE	TARGET PERFORMANCE	
					Date, No, % or Free Text	RESPONSIBLE PERSON (Title)
RESILIENCE		RS1.1	Plan, implement and record community education programs in accordance with Bush Fire Risk Management Plans.	Community Education strategy submitted into BRIMS by target date*	31-May-12	Community Safety Officer (CSO)
RESILIENCE		RS1.2	Plan, implement and record community education programs in accordance with Bush Fire Risk Management Plans.	Number of Community Education activities planned *	64	CSO
RESILIENCE		RS1.3	Plan, implement and record community education programs in accordance with Bush Fire Risk Management Plans.	Number of Community Education activities completed *	64	CSO
PROTECT		RS2.1	Assess Development Applications in Bush Fire Prone Areas.	Number of 79 BA development applications received *	100	CSO
PROTECT		RS2.2	Assess Development Applications in Bush Fire Prone Areas.	Number of 79BA development applications assessed and recorded into BRIMS within 14 days *	90.00	CSO
PROTECT	M3	RS3.1	Undertake hazard reduction (HR) planning, and maintain reporting and recording of hazard management activities.	All completed Hazard Reductions entered into BRIMS within 5 working days at the end of each month *	100.00%	CSO
PROTECT	M3	RS3.2	Undertake hazard reduction (HR) planning, and maintain reporting and recording of hazard management activities.	All proposals for hazard reductions submitted by target date #	31-May-12	CSO

PROTECT	M3	RS4.1	Conduct HR programs to protect properties and other assets	Number of HR works proposed by the District BFMCM *	100.00	CSO
PROTECT	M3	RS4.2	Conduct HR programs to protect properties and other assets	Number of HR works programs completed *	40.00	CSO
RESILIENCE		RS5.1	Coordinate the planning, appropriate location and type of fire trails in accordance with BFRMP and in line with BFCC Policy and Operations	Number of fire Trails within District #	220.00	CSO
RESILIENCE		RS5.2	Coordinate the planning, appropriate location and type of fire trails in accordance with BFRMP and in line with BFCC Policy and Operations	Number of Fire Trails entered on the current NSW RFS Fire Trail Register - classified as per BFCC Fire Trail Policy 2/2007 #	100%	CSO
PROTECT	M7	RS6.1	Support the BFCC in development and implementation of risk planning through the local BFMCM	Number of years since the last local BFRMP was approved by the BFCC *	3/4	CSO/ Manager
PROTECT		RS7.1	Inspect properties subject to Bush Fire Hazard Complaints.	Number of complaints received *	10	CSO
PROTECT		RS7.2	Inspect properties subject to Bush Fire Hazard Complaints.	Number of properties inspected within 14 days of the complaint being received *	10	CSO
PROTECT		RS7.3	Inspect properties subject to Bush Fire Hazard Complaints.	Number of properties where hazards were reduced within six months of complaint being received *	10	CSO
PROTECT		RS8.1	Minimise the number of accidental, deliberate or malicious ignitions	Number of permit escapes for year to date*	5	CSO
PROTECT		RS8.2	Minimise the number of accidental, deliberate or malicious ignitions	Number of permits issued for the year to date*	700	CSO
PROTECT		RS8.3	Minimise the number of accidental, deliberate or malicious ignitions	Number of fires reported of unknown origin requiring investigation *	5	Operations (OPS)

PROTECT	RS8.4	Minimise the number of accidental, deliberate or malicious ignitions	Number of fires reported that were formally investigated structural fires *	2	OPS
PROTECT	RS8.5	Minimise the number of accidental, deliberate or malicious ignitions	Number of fires reported that were formally investigated wildfires *	5	OPS
PROTECT	RS9.1	Review all s52 Plan of Operations at least every two years	Number of months since S52 plans was approved #	1.00	OPS / Manager
CAPABILITY	RS10.1	Ensure that competent local volunteers are nominated for membership of Incident Management Teams as part of Plan of Operations	Number of volunteers listed on DTZ register of IMT members *	12.00	OPS
CAPABILITY	RS10.2	Ensure that competent local volunteers are nominated for membership of Incident Management Teams as part of Plan of Operations	Number of volunteers who have completed "ICS for IMT" assessment *	12.00	OPS
CAPABILITY	RS11.1	Inspect or cause to be inspected fire fighting apparatus in the DTZ other than fire fighting apparatus under the control of the authority responsible for managed	Number of roadworthy inspections completed for year to date and recorded on Redfleet *	78.00	OPS
CAPABILITY	RS11.2	Inspect or cause to be inspected fire fighting apparatus in the DTZ other than fire fighting apparatus under the control of the authority responsible for managed	% of inspections recorded on Red Fleet *	50.00%	OPS
CAPABILITY	RS12.1	Ensure that all equipment listed in Schedule 2 of the Service Agreement will be maintained in a serviceable condition in accordance with the Service Standards	% of Brigades where equipment is inspected year to date in accordance with s38c of the Rural Fires Act #	50.00%	OPS
CAPABILITY	RS13.1	Fit water tanks to all RFS stations	Number stations with water tanks fitted #	38.00	OPS
MEMBERS	RS14.1	Maintain accurate records with respect to brigade membership and their location, brigade training and associated activities	% of training records updated within 4 weeks of training programs #	100.00%	L & D
MEMBERS	RS14.2	Maintain accurate records with respect to brigade membership and their location, brigade training and associated activities	Training recorded and available to be included in State Training Register by target date #	31-Oct-11	L & D

MEMBERS	RS15.1	Ensure all brigade and group officers are appointed and authorised to enter premises in accordance with the Service Standards.	% of Brigade and Group Officers that have received authorisation within specified timeframe of 14 days #	100.00%	Manager
MEMBERS	RS15.2	Ensure all brigade and group officers are appointed and authorised to enter premises in accordance with the Service Standards.	% of Group Officer positions held outside the three year term #	0%	Manager
CAPABILITY	RS16.1	Revise and update Local Government Service Agreement and Schedules	% annual increase of Service agreements that are in the revised template #	70%	Manager
CAPABILITY	RS16.1	Revise and update Local Government Service Agreement and Schedules	% of Service Level Agreements that are current #	100%	Manager
MEMBERS	RS17.1	Maintain and Administer an internal and external awards and recognition program	Total number of district members that have been presented with an internal or external award for the year to date #	80	Manager
CAPABILITY	RS18.1	Training provided is adequately planned and implemented in accordance with the RFS Training SOPs.	Date the Training Plan was endorsed by the District Manager #	31-Oct-11	L & D
CAPABILITY	RS18.2	Training provided is adequately planned and implemented in accordance with the RFS Training SOPs.	Number of members competent to BF *	750	L & D
CAPABILITY	RS18.3	Training provided is adequately planned and implemented in accordance with the RFS Training SOPs.	Number of members competent to Crew Leader *	150	L & D
CAPABILITY	RS18.4	Training provided is adequately planned and implemented in accordance with the RFS Training SOPs.	Number of staff and volunteers assessed as competent for at least one IMT role *	10	L & D
CAPABILITY	RS18.5	Training provided is adequately planned and implemented in accordance with the RFS Training SOPs.	Number of qualified RFI's *	34	L & D
LEAD	RS19.1	Joint agency training undertaken in accordance with RFS training SOP	Number of cooperative training exercises held between RFS and NSWFB year to date #	2 annually	L & D

CAPABILITY	RS20.1	Develop and maintain a pool of competent trainers, assessors and training coordinators state-wide	Number of active assessors available #	20	L & D
CAPABILITY	RS20.2	Develop and maintain a pool of competent trainers, assessors and training coordinators state-wide	Number of assessment advocates available #	5	L & D
MEMBERS	RS21.1	Develop a program which aims to attract & retain sufficient members to deliver our services.	Number of membership approvals *	60	Manager /TAO
MEMBERS	RS21.2	Develop a program which aims to attract & retain sufficient members to deliver our services.	Number of membership resignations *	25	Manager /TAO
MEMBERS	RS22.1	Ensure consultation between staff and volunteers through brigade meetings, captains meetings and other forums	Number of staff meetings held by DTZ year to date #	6	Manager /TAO
MEMBERS	RS22.2	Ensure consultation between staff and volunteers through brigade meetings, captains meetings and other forums	Number of Brigade AGMs conducted #	37.00	Manager /TAO
MEMBERS	RS22.3	Ensure consultation between staff and volunteers through brigade meetings, captains meetings and other forums	Number of brigade AGMs attended by staff #	100.00%	Manager
MEMBERS	RS22.4	Ensure consultation between staff and volunteers through brigade meetings, captains meetings and other forums	Number of Captains Meetings held #	4.00	Manager / Ops
MEMBERS	RS22.5	Ensure consultation between staff and volunteers through brigade meetings, captains meetings and other forums	Number of SMT meetings held year to date #	4.00	Manager
CAPABILITY	RS23.1	Comply with data compliance requirements for Corporate Systems	All FIRS reports validated within 14 working days of incident completion *	90.00%	Ops
CAPABILITY	RS24.1	Develop and commence implementation of the Business Continuity Management (BCM) Program	BCM process completed for District by target date #	30-Jun-12	Manager

MEMBERS	M4	RS25.1	Review and evaluation of roles and responsibilities in brigades completed	District Support Brigades established in each DTZ by target date #	30-Jun-12	Manager
CAPABILITY	M13	RS26.1	Fleet classification policy and fleet management strategy developed and agreed	District RAPS data confirmed by target date #	30-Jun-12	Manager
CAPABILITY	M14	RS27.1	Station/Fire Control Centre works program developed	Station enhancement program agreed by target date #	30-Jun-12	Manager

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**CB12/30 LAND ACQUISITIONS - DETENTION BASINS AT BENNETTS ROAD, COFFS HARBOUR AND WEST COFFS**

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**Purpose:**

To update Council on the progress of land and easement acquisitions required at Bennetts Road and West Coffs and to seek Council approval to proceed with compulsory acquisition of easements over three of the properties at Bennetts Road, Coffs Harbour.

**Description of Item:**

This report proposes to update Council on progress made to land acquisition matters at West Coffs for flood mitigation and detention basins. A previous report was put to Council on 9 February 2012 headed, "CB12/8 – Land Acquisition Update – Detention Basin and Flood Mitigation at West Coffs". An update on the various projects is as follows:

1. Bakers Road Detention Basin, William Sharpe Drive, Coffs Harbour

At the time of writing, this matter has progressed somewhat in that Council have been issued with a Contract for Sale of the land it requires, being part of Lot 61 DP 1122285 and Lot 120 DP 1067024. Verbal agreement has been reached in regard to the terms and Council is anticipating exchange of this contract shortly.

2. Bennetts Road Detention Basin, Coffs Harbour

As previously stated in the report of 9 February 2012, negotiations with the four owners affected have been slow and very difficult. The progress in relation to each is as follows:

- a) 36 Bennetts Road, Coffs Harbour (B & S Mackay) – Agreement has now been reached with this owner and contracts have been exchanged for the land required for constructing the basin wall as well as the required easements for inundation over the property. Surveyors have been instructed and have recently completed their works and as such settlement of this matter should occur prior to mid June.
- b) 38 Bennetts Road, Coffs Harbour (Hay) – No progress has been made with Mr Hay and he is still requesting a payment well above the market value of the property. Mr Hay also refuses, after repeated attempts, to engage his own legal and valuation advice at Council's expense. Given the construction schedule for the detention basin works, it is considered appropriate to move to compulsory acquisition of the easement rights that Council require and continue negotiations with the owner on this basis. The easement required is for inundation being 6,363 square metres in area and is shown on the plan attached labelled "B". In proceeding with compulsory acquisition, Council should withdraw its offer to purchase the whole of the property at market value, as it is not required (apart from an easement). The original offer was only made on the request of the owner and at the time was seen as a possible way of settling the matter.

- c) 395 Coramba Road, Coffs Harbour (B K Mackay) – Although Council received a letter of agreement as to compensation from Mr Mackay's Solicitor, Mr Mackay has now engaged a new legal representative and has withdrawn or advised he did not previously agree. A meeting has recently been held with Mr Mackay's new legal representative and there is the possibility negotiations could recommence. Given the time frame associated with the project, it is considered appropriate to move to compulsory acquisition of the easement rights that Council require and also continue negotiations with the owner. The easement required is for inundation being 20,280 square metres as shown on the plan attached labelled "B".
- d) 391 Coramba Road, Coffs Harbour (Jenkins and Perry) – Since the last update, the owner has received an initial valuation and an updated valuation as a result of a number of meetings with Council staff. Negotiations are continuing and there is a chance agreement could be reached in the foreseeable future. Due to the construction schedule of the basin, it is considered appropriate to move to compulsory acquisition of the easement rights that Council require, whilst also maintaining negotiations with the owner. The easement required is for inundation purposes being 1,728 square metres as shown on the plan attached and labelled "B".

Proceeding with compulsory acquisition of the easements is seen as appropriate given that negotiations with the above properties, "b", "c" and "d" have now been proceeding since late 2010 with little progress and the tender documents for the construction of the basin have now been advertised. A contract for construction of the basin wall is proposed to be let in May 2012, subject to formal Council approval.

Council requires the Minister for Local Government to approve using the compulsory acquisition process and as such Council would need to proceed with an application to the Minister for consideration. By proceeding with this process the ability for Council to negotiate directly with the owners will not be impeded and it would be hoped each of the individual matters could still be negotiated on mutually agreeable terms.

Should the compulsory acquisition process run its course, compensation to the owners is assessed by the Valuer General and is subject to a right of appeal by both sides.

A copy of the draft terms of the proposed inundation easement is attached and labelled "C".

### 3. Spagnolos Road Detention Basin

Since the last report Council has been advised by the Department of Education who own Lot 112 DP 816131 that they are unwilling to sell the land directly to Council as Treasury has advised that the Roads and Maritime Services (RMS) require part of the land for the proposed future bypass of Coffs Harbour. The City Services Department has had recent talks with the RMS and an undertaking has been provided to Council that the land which is surplus to RMS requirements will be offered to Council once transferred from the Department of Education. The City Services Department will continue to liaise with the RMS.



4. Upper Shepherds Lane Detention Basin, Coffs Harbour

The land required for this project is still in the hands of the mortgagee in possession and there has been no progress. As previously advised the implications to the mortgagee and affected unit holders may not be resolved quickly and it may take some patience on Council's behalf.

**Sustainability Assessment:**

- **Environment**

There are no environmental impacts in acquiring the land. The acquisition of all basins will provide a co-ordinated and planned approach to the ongoing drainage management in Coffs Harbour.

- **Social**

There are no major social consequences as a result of the acquisitions.

- **Civic Leadership**

In line with the Coffs Harbour 2030 Plan, Council needs to take a leadership role addressing flooding and drainage issues for the betterment of the city.

- **Economic**

**Broader Economic Implications**

There will be minimal implications as a result of the acquisitions.

**Delivery Program/Operational Plan Implications**

The acquisition of the lands is to be funded by various revenue streams, including Section 94, grant money and Council revenue associated with the Flood Plan Management Programmes.

**Consultation:**

Discussions have been ongoing with Executive Team and other departmental staff, particularly from City Services.

**Related Policy and / or Precedents:**

Council has in the past acquired property, or property rights upon which it has constructed public infrastructure. Legally, Council needs to have rights to the land upon which it constructs infrastructure other than pipelines.

**Statutory Requirements:**

Under Section 187 of the *Local Government Act 1993* Council is authorised to acquire land by compulsory process in accordance with *Land Acquisition (Just Terms Compensation) Act, 1991*, but can only do so with the approval of the Minister.

**Implementation Date / Priority:**

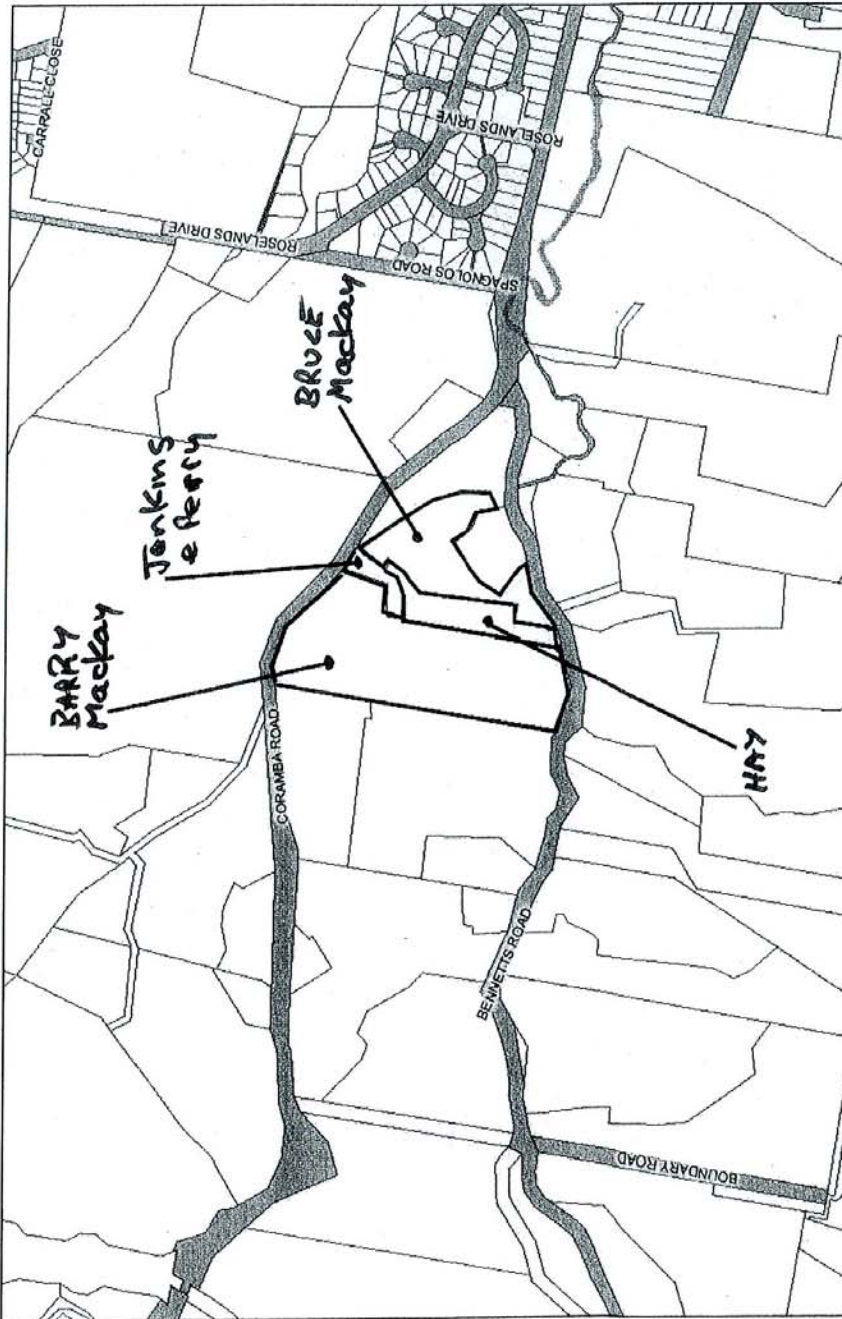
Each matter is being actively pursued subject to the comments within this report. Compulsory acquisition affecting 38 Bennetts Road, 391 and 395 Coramba Road will be executed immediately upon Council resolving this matter. This process could take 6-12 months to complete, subject to the timing of Council gaining Minister's Consent to the process.

**Recommendation:**

1. **That Council notes the status of land acquisition matters associated with the Detention Basins in the West Coffs locality.**
2. **That Mr Hay be informed that Council withdraws its offer of purchasing the whole of his property for market value at 38 Bennetts Road, Coffs Harbour, and that Council will be proceeding with an application to the Minister for acquisition of the inundation easement rights that it requires over his property.**
3. **That Council make the necessary application to the Minister for Local Government to gain the approval of both the Minister and the Governor to the acquisition of inundation easement rights it requires over those properties detailed in this report, being 38 Bennetts Road, 391 and 395 Coramba Road at Coffs Harbour, using the provisions of the Land Acquisition (Just Terms Compensation) Act, 1991.**
4. **That Council execute under seal all required documents in connection with these matters.**



# Bennetts Road Detention Basin



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- Property House Numbers
- Land Parcels
- Road Names
- Roads
- Creeks
- Bedrock Extent
- State Forest
- National Parks

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Projector Coordinate System: GDA 1984, MGA Zone 56





# Spagnolos Road Detention Basin

	Property House Numbers
	Land Parcels
	Road Names
	Roads
	Creeks
	Bedrock Extent
	State Forest
	National Parks



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Projected Coordinate System - GDA 1984, MGA Zone 56

Goffs Harbour City Council









DRAFT CONDITIONS FOR PROPOSED INUNDATION EASEMENT

1. Full and free right for the benefited authority, and every person authorised by it, from time to time to inundate and store water on the servient tenement. In exercising these powers, the benefited authority may enter the land to inspect the easement area after notification to the owners of the servient tenement.
2. The servient tenement will not
  - 2.1 Be permitted to construct any habitable structure or dwelling within the site of the easement provided always that non habitable structures which are legally permissible can be constructed at the risk of the servient tenement; or
  - 2.2 Store any hazardous chemicals or materials within the site of the easement; or
  - 2.3 Without Development Consent from the benefited authority install any filling:-
    - 2.3.1 Within 30 metres of a creek, river or stream; or
    - 2.3.2 On any area of the easement possessing a slope greater than 15%; or
    - 2.3.3 Greater than 100 cubic metres of material in total within the area of the easement.
3. The benefited authority shall not be liable to the servient tenement for any loss or damage to persons or property in the easement area by virtue of the benefited authority's use of the inundation easement and the servient tenement releases the benefited authority from any present or future claim arising from the exercise of the easement by the benefited authority.
4. If the benefited authority no longer requires the easement over the servient tenement for use as a detention basin, it agrees to execute any document necessary to extinguish the easement.
5. In this easement, a reference to:
  - 5.1 the servient tenement include the successors in title to and subsequent owners of the servient tenement;
  - 5.2 the benefited authority includes that authority's successors, employees, servants and agents.

Name of person empowered to release, vary or modify the easements and/or restrictions firstly referred to in the plan:

The registered proprietors of each of the lots being lands to which the benefit of the easements to be released varied or modified are appurtenant (if any) together with any authority having the benefit of the easements to be released, varied or modified.



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**CB12/31 TENDER: AMENITY HOT WATER UPGRADE - PARK BEACH HOLIDAY PARK AND SAWTELL BEACH HOLIDAY PARK - CONTRACT NO. RFT-485-TO**

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**Purpose:**

To report on tenders received for the Amenity Hot Water Upgrade for Park Beach Holiday Park and Sawtell Beach Holiday Park and to gain Council approval to appoint a single contractor to carry out the proposed works.

**Description of Item:**

Council called open tenders with a Lump Sum Schedule, for the Amenity Hot Water Upgrade – Park Beach Holiday Park and Sawtell Beach Holiday Park that closed at 3.30pm on Tuesday 28 February 2012. Tenders were advertised in *The Sydney Morning Herald* and the local *Coffs Coast Independent* newspaper as well as being placed via Council's electronic Tenderlink Portal.

Tenders were evaluated on the following criteria:

- Tender price;
- Experience and performance in similar works;
- Details and logic of construction program;
- OH&S management system and performance;
- Proposed equipment/model and materials.

Tenders were received from the following Companies.

1. Burnett Plumbing
2. Jackson & Skinner Pty Ltd
3. Rinnai Pty Ltd (x 2)

**Sustainability Assessment:**

- **Environment**

Coffs Coast Holiday Parks placed great importance on the hot water design being as environmentally friendly as possible. Both efficiency in operating and also in regard to emissions. The system was designed to provide a large percentage of solar preheated water from solar collectors situated on the amenity block roofs with the balance of the hot water heated with efficient LPG heat exchangers.

The funds generated by the tourist operations are put towards the environmental management of areas within the State Parks.

- **Social**

Coffs Coast Holiday Parks is a business that provides a social hub for visitors to the Coffs Coast. The upgrade of the amenity hot water ensures that the guests that visit Park Beach Holiday Park and Sawtell Beach Holiday Park have access to the most modern hot water supply systems available. With the system designed to be as efficient, reliable and environmentally friendly as possible it is hoped the Parks will generate more visitors to the area.

- **Civic Leadership**

This tender in no way has an impact in terms of the Coffs Harbour 2030 Community Strategic Plan. This tender though does show Council's leadership within the community by promoting our own procurement policy guidelines.

Coffs Harbour City Council operates a diversified procurement system and has set the standards for minimising the risks to the expenditure of public funds. Businesses contracted by Coffs Harbour City Council must provide public liability, personal sickness and/or workers compensation insurances.

- **Economic**

**Broader Economic Implications**

The funds generated by the tourist operations are put towards the management of areas within the State Park. It is envisaged that the upgrade of the amenity blocks in Park Beach Holiday Park and Sawtell Beach Holiday Park will enhance the experience of guests and in turn generate return visits to Coffs Harbour.

**Delivery Program/Operational Plan Implications**

As a part of the Coffs Harbour City Council's Business Units the capital budget for the four Coffs Coast Holiday Parks is reviewed annually in line with business forecast.

**Consultation:**

During the preparation of the tender, Council's Manager - Holiday Parks and Reserves, Assistant Manager - Operations and Operations Supervisor were consulted as were the Council's Purchasing Manager and Contracts Manager. The hot water system was designed by an external consultant.

**Related Policy and / or Precedents:**

Tendering procedures were carried out in accordance with Council's Tender Policy Guidelines. Council's Tender Value Selection System was applied during the tender review process to determine the most advantageous offer/s. Council's policy is that the tender/s with the highest weighted score becomes the recommended tender/s.

**Statutory Requirements:**

The calling, receiving and reviewing of tenders was carried out in accordance with Part 7 Tendering of the Local Government (General) Regulations 2005.

**CB12/31 - Tender: Amenity Hot Water Upgrade - Park Beach Holiday Park and Sawtell Beach Holiday Park - Contract No. RFT-485-TO (Cont'd)**

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**Issues:**

There most important issue that will need to be considered is scheduling the construction program in a way that the works will not impact on holiday park guests. The scheduling of works will take into account the occupancy rate of each holiday park and the particular area that each amenity block services. Coffs Coast Holiday Parks takes pride in offering our guests the best possible holiday and Coffs Coast Holiday Parks will ensure that the amenity upgrades will have the least disruption to guests as possible.

**Implementation Date / Priority:**

The contract is for amenity hot water upgrade for Park Beach Holiday Park (three amenity blocks) and Sawtell Beach Holiday Park (two amenity blocks).

A detailed construction program and commencement date will be confirmed with discussions to take place between Coffs Coast Holiday Parks Management and the successful tenderer.

**Recommendation:**

**That Council considers and approves tenders received for the Amenity Hot Water Upgrade – Park Beach Holiday Park and Sawtell Beach Holiday Park as identified in the confidential section.**