



Coffs Harbour City Council

16 July 2014

ORDINARY MEETING

The above meeting will be held in the Council Chamber, Administration Building, corner Coff and Castle Streets, Coffs Harbour, on:

THURSDAY 24 JULY 2014

The meeting commences at **5.00pm** and your attendance is requested.

AGENDA

1. Opening of Ordinary Meeting
2. Acknowledgment of Country
3. Disclosure of Interest
4. Apologies
5. Public Addresses / Public Forum
6. Mayoral Minute
7. Mayoral Actions under Delegated Authority
8. [Confirmation of Minutes of Ordinary Meeting – 10 July 2014](#)
9. Notices of Motion
10. [General Manager's Reports](#)
11. [Consideration of Officers' Reports](#)
12. Requests for Leave of Absence
13. Matters of an Urgent Nature
14. Questions On Notice
15. Consideration of Confidential Items (if any)
16. Close of Ordinary Meeting.

Steve McGrath
General Manager



COFFS HARBOUR CITY COUNCIL
ORDINARY MEETING
COUNCIL CHAMBERS
COUNCIL ADMINISTRATION BUILDING
COFF AND CASTLE STREETS, COFFS HARBOUR
24 JULY 2014

Contents

ITEM DESCRIPTION

GENERAL MANAGER'S REPORTS

GM14/20 REGIONAL CAPITALS AUSTRALIA

CITY INFRASTRUCTURE SERVICES DEPARTMENT REPORTS

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

CIS14/36 CONTRACT NO. RFT-651-TO SUPPLY OF ONE TRUCK MOUNTED VACUUM EXCAVATION SYSTEM

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.

CIS14/37 ACCEPTANCE OF PROPERTY WORKS CARRIED OUT ON COUNCIL LAND - SAPPHIRE TO WOOLGOOLGA HIGHWAY UPGRADE

CIS14/38 HARBOUR DRIVE - GORDON STREET REDEVELOPMENT

CORPORATE BUSINESS DEPARTMENT REPORTS

CB14/44 BANK BALANCES AND INVESTMENT FOR JUNE 2014

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

CB14/45 TENDER: COFFS HARBOUR REGIONAL AIRPORT PASSENGER TERMINAL BUILDINGS CLEANING CONTRACT RFT-655-TO

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.

CITY PLANNING DEPARTMENT REPORTS

CP14/20 DA 960/13 - 35-63 HARBOUR DRIVE, 31 VERNON STREET, COFFS HARBOUR AND ROAD RESERVES - DEMOLITION OF EXISTING BUILDINGS AND CONSTRUCTION OF COMMERCIAL PREMISE (4 TENANCIES) AND ASSOCIATED PUBLIC INFRASTRUCTURE WORKS

CP14/21 RELEASE OF RESTRICTION ON USE - LOTS 34, 35 AND 36 DP 270720, OCEANFRONT DRIVE, SAPPHIRE BEACHFRONT ESTATE



COFFS HARBOUR CITY COUNCIL

ORDINARY MEETING

10 JULY 2014

Present: Councillors D Knight (Mayor), J Arkan, N Cowling, R Degens, G Innes, B Palmer, K Rhoades and S Townley

Staff: General Manager, Director City Infrastructure Services, Director City Planning, Director Community Development, Director Corporate Business and Executive Assistant

Leave of Absence: Councillor Sultana

The meeting commenced at 5.00 pm with the Mayor, Cr D Knight in the chair.

We respectfully acknowledge the Gumbayngirr Country and the Gumbayngirr Aboriginal peoples who are traditional custodians of the land on which we meet and their Elders both past and present.

The Mayor reminded the Chamber that the meeting was to be recorded, and that no other recordings of the meeting would be permitted.

DISCLOSURES OF INTEREST

No disclosures of interests tabled.

APOLOGY

No apologies.

CONFIRMATION AND ADOPTION OF MINUTES

- 193** **RESOLVED** (Innes/Townley) that the minutes of the Ordinary meeting held on 26 June 2014 be confirmed as a true and correct record of proceedings.

NOTICES OF MOTION

NOM14/10 STRATEGIES FOR REDUCING ENERGY CONSUMPTION

- 194** **RESOLVED** (Townley/Cowling) that Council staff investigate strategies for reducing energy consumption. This may include such things as use of automatic timers, airconditioners and use of energy-efficient technology such as LED. In particular, options for street lighting should be included.

GENERAL MANAGER'S REPORTS

GM14/19 LEGAL APPEAL - DEVELOPMENT APPLICATION NO. 876/12 SUBDIVISION INTO 1 RESIDENTIAL TORRENS TITLE LOT PLUS 13 RESIDENTIAL COMMUNITY TITLE LOTS & 1 COMMUNITY LOT - LOT 19, DP 1126372, 45 RUTLAND STREET, BONVILLE

This report has the effect of totally replacing the current report of the same name in this business paper.

Council is advised that the s34 conciliation conference has not been finalised and the matter is to be deferred.

- 195** **RESOLVED** (Knight/Degens) that Council defer the report until further notice.

The Motion on being put to the meeting was carried unanimously.

GM14/17 LEGAL APPEAL - DEVELOPMENT APPLICATION NO. 876/12 SUBDIVISION INTO 1 RESIDENTIAL TORRENS TITLE LOT PLUS 13 RESIDENTIAL COMMUNITY TITLE LOTS AND 1 COMMUNITY LOT - LOT 19 DP 1126372, 45 RUTLAND STREET, BONVILLE

To consider legal advice provided by Council's legal representative in relation to a Land and Environment Court appeal against Council's refusal of a development application for a subdivision into one (1) residential Torrens title lot plus 13 residential community title lots and 1 community lot at 45 Rutland St Bonville.

This item was replaced by item GM14/19.

CP14/19 TIDY TOWNS SUSTAINABLE COMMUNITIES AWARD

To provide Council with an indicative cost to nominate for the Tidy Towns Sustainable Communities Award.

MOVED (Cowling/Innes) that Council note the contents of this report.

The mover and seconder withdrew the **MOTION**.

MOTION

198 RESOLVED (Cowling/Degens) that:

1. Expressions of interest be called from the community to participate in the Tidy Towns program.
2. "In principle" support be given by CHCC to the formation of a community group with a view to preparation of a Tidy Towns nomination, and that the group, comprised of individuals and community organisations, would be responsible for the preparation of the nomination and follow up requirements.
3. Council provide a maximum of \$500 for the joining/application fee.

AMENDMENT

MOVED (Arkan/Innes) that:

1. Expressions of interest now be call from existing community service clubs and other community members to participate in the Tidy Towns program.
2. The successful applicant be offered \$500 for the joining / application fee.

The **AMENDMENT** on being put to the meeting was **LOST**.

The **MOTION** on being put to the meeting was declared **CARRIED**.

CORPORATE BUSINESS DEPARTMENT REPORT

CB14/43 DEVELOPER CONTRIBUTIONS PLAN REVIEW - SOUTH COFFS

To present to Council a draft amended South Coffs Developer Contributions Plan 2014. This report recommends that the draft Plan be adopted.

199 RESOLVED (Palmer/Townley) that the Draft South Coffs Developer Contributions Plan 2014 be adopted.

CITY INFRASTRUCTURE SERVICES DEPARTMENT REPORTS

CIS14/34 AMENDMENT OF 2014-2015 FEES AND CHARGES - EFFLUENT DISPOSAL

To propose changes to Council's 2014-2015 Fees and Charges Schedule. Adoption of the new schedule of fees for effluent disposal at the Water Reclamation Plant is proposed to be implemented from 1 September 2014.

200 RESOLVED (Palmer/Innes) that:

1. The amendment to the Effluent Disposal fee be placed on public exhibition for a period of 28 days.
 2. If no objections are received, the new fee will be applicable from 1 September 2014.
-

CIS14/35 AMENDMENT OF 2014-2015 FEES AND CHARGES - COUNCIL ROAD CLOSURE APPLICATIONS

To present the changes to Council's 2014-2015 Fees and Charges Schedule. Adoption of the new schedule of fees for Permanent Council Road Closure Applications is proposed to be implemented from 1 September 2014.

201 RESOLVED (Degens/Palmer) that:

1. The amendment to the Permanent Council Road Closure Application fee be placed on public exhibition for a period of 28 days.
 2. If no objections are received, the new fee will be applicable from 1 September 2014.
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REQUESTS FOR LEAVE OF ABSENCE

No requests for leave of absence.

MATTERS OF AN URGENT NATURE

No matters of an urgent nature.

QUESTIONS ON NOTICE

No questions on notice.

This concluded the business and the meeting closed at 5.59 pm.

Confirmed: 24 July 2014

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Denise Knight
Mayor

REGIONAL CAPITALS AUSTRALIA

Purpose:

To provide information to Council regarding the recent formation of Regional Capitals Australia and to seek Council's support to become a financial member of the Regional Capitals Australia organisation.

Description of Item:

Regional Capitals Australia (RCA) was formed by a number of stakeholder councils just over two years ago on the basis of a policy gap that was considered to exist around the planning and support for regional capitals within Australia. At the time it was considered that it was clear that Australia's regional capitals were not considered specifically in longer term federal policy objectives or the national framework and this resulted in a critical gap. It was felt our national leaders needed to address this critical gap.

This 'gap' existed despite the government's commitment to sustainable population growth, increasing our national productivity and developing Australia's regions. For these agendas to be successful and sustainable, a critical element will be developing strong non metropolitan cities that perform a 'capital city' like function throughout regional Australia, and just as importantly support the numerous smaller communities around a regional capital.

Regional capitals comprise of some 50 local government areas across every state and territory. They are home to almost 40% of Australia's population. In many instances they are exceeding the growth rate of our major capital cities and new research emanating from the Major Cities Unit has found that Australia's regional capitals are essential 'economic gateways' that must be developed if our national productivity is to grow. Presently, our regional capitals are responsible for \$210 billion of gross domestic product (GDP), are the gateways for international trade and nearly all exported goods pass through regional capitals. Regional capitals are fundamental to regional development as they can support Australia to grow sustainably.

Attached is a list of the current members of the RCA.

The Need for a National Advocacy Body

Should regional cities require a policy focus, then regional capitals will need to act in alliance and use the current momentum of 'regionalism' to compel our Federal politicians to act. RCA works to ensure our cities are at the forefront of Federal policy and a strong part of the nation's identity.

Why Not Local Government NSW?

Local Government NSW (LG NSW) is the association that represents the local government sector generally within NSW and it currently has 100% membership from councils within the state. As good and appropriate as LG NSW is, it perhaps cannot be the panacea for all. There would seem to be benefits to also being a financial member of RCA as it is a national body advocating for regional capitals such as Coffs Harbour City Council. LG NSW in fulfilling its charter has a responsibility to every council within the state, from the smallest rural council through to the largest metropolitan councils within the Sydney metropolitan area.

How does RCA plan to move the Capitals' Agenda forward?

Local Government is operating in a dynamic and changing environment and investing appropriately in the sustainability of our region means a mindset shift to that of a modern council, where diversification provides a more robust toolbox from which to address our future.

From the correspondence supplied by RCA, it would seem that over the last 12 months RCA has undertaken a number of activities to progress the national agenda with a particular focus on the development of an evidence base to demonstrate 'the rise of regional capitals'.

Evidence	Alliance	Joint research alliance with the Australian Centre of Excellence for Local Government (ACELG) to explore the role of local government leadership in the development of strong regional capitals - report will be released at the end of August.
	Partnerships	Partnered in the release of the Federal Government's Bureau of Infrastructure, Transport and Regional Economics 'Evolution of Australian Towns' study. The first 100-year study that plots the evolution of Australia's regional towns and capitals and predicts a further wave of growth for regional capitals.
	Positioning	Commissioned and released a federal issues and positioning paper which for the first time identified the economic impact of Australia's 50 regional capitals: <i>'Characteristics and contributions of the nation's Regional Capitals'</i> .
Government	Policy	Prepared a submission providing recommendations on how the National Stronger Regions Fund guidelines should be structured.
	Budget	Developed and released a response and review of the Federal budget, highlighting where funding is being allocated and identifying shortfalls.
	Lobby	Formed relationships with the new Deputy Prime Minister and Assistant Minister for Infrastructure and Regional Development. RCA has also made regular delegations to Canberra to engage regionally based members of parliament and key stakeholders.
Members	Informed	Keeping members informed of our activities, those happening around the country and the key issues emerging from Canberra through our regular communication.
	Agenda	Opportunities for members to shape our policy positions through direct engagement activities.
	Network	Hosting the RCA Networking Breakfast during the ALGA National General Assembly.

Further, in 2014/15 RCA plans to use the evidence base detailed above to lobby the Federal government for:

- A policy framework that recognises regional capitals and their contribution.
- Acknowledgment of regional capitals in policy areas such as infrastructure funding and the reform of the federation.
- Access to appropriate funding that reflects our growth and contribution to the Australian economy.

The key activities of the association will include making the case through:

Policy	Regional Development Framework	A submission making the case for the development of a new regional development framework with a focus on the role of regional capitals.
	COAG Infrastructure Review	A Council of Australian Government (COAG) submission making the case for increased investment in regional infrastructure.
	Federation Reform White Paper	A submission identifying a role for regions and regional capitals in response to the government's impending Federation white paper.
	Federal Budget Analysis	Analysis, response and reports on each of the State and Federal budgets will be undertaken to highlight where investment in regional capitals and regional development initiatives exists and where funding gaps are.
Advocacy	Monthly	The RCA secretariat will be in Canberra monthly following up on RCA issues and opportunities with Ministerial offices and key stakeholders.
	Bi-monthly	The RCA Chair will hold bi-monthly briefing sessions in Canberra to engage relevant members of parliament on the RCA agenda.
	Quarterly	The RCA Executive Board will hold quarterly Executive Board meetings in Canberra where key Ministers will be invited to attend to be briefed on the RCA agenda.
Membership	Inform	Members will be kept informed of RCA activities, those happening around the country and the key issues emerging from Canberra through our regular membership communication.
	Agenda	Members will be able to shape our policy positions through direct engagement activities with the Secretariat.
	Resources	Members will be provided with resources to keep local politicians and relevant stakeholders informed on RCA activities.
	Network	RCA will host the RCA Networking Breakfast during the ALGA National General Assembly to allow for social and business focused networking amongst members.

Sustainability Assessment:

- **Environment**

There are no inherent environmental issues with this report

- **Social**

Creating a stronger policy framework for regional capitals within Australia and supporting the natural growth of these regional capitals will assist in the building of social capital for the communities that live within the regional capitals. Accordingly, the residents of Coffs Harbour city should enjoy improved social capital as a result of investment in regional capitals across Australia.

- **Civic Leadership**

Council would be demonstrating strong civic leadership principles by supporting the growth of regional capitals within Australia and creating a more sustainable environment overall for our regional capital communities.

- **Economic**

Broader Economic Implications

The annual membership fee of Regional Capitals Australia is \$3,300 (inclusive of GST) per member council. It is difficult to put a dollar value on the benefits that might accrue to the community of Coffs Harbour should Council become a financial member of RCA however, by influencing the policy direction of the Federal government in its consideration of regional capitals across Australia, one could anticipate that tangible benefits will accrue to the broader economy of Coffs Harbour.

Delivery Program/Operational Plan Implications

At the time of preparing the draft budget for the 2014/15 membership of the RCA was not contemplated. However, it is envisaged the amount of \$3,300 should be able to be funded from within Council's operating budget for the current financial year and suitable provision made in subsequent financial years should Council decide to pursue membership.

Risk Analysis:

In essence, should RCA be successful in its endeavors to create stronger regional capitals across Australia, the risk for Coffs Harbour City Council if it does not join RCA is whether it may be seen to be yielding benefit from this improved regional capitals' framework without investing in a modest way in the ideals of the RCA organisation.

Consultation:

The only consultation that has occurred to this point in time is between the Mayor, Deputy Mayor and Executive. Councillors will be engaged through the briefing prior to the Council meeting at which this business paper will be considered and of course also at the Council meeting.

Related Policy and / or Precedents:

Not applicable

Statutory Requirements:

Not applicable

Issues:

The 'Description of Item' section in this report provides a strong overview of the principles being pursued by RCA. The fundamental question for Coffs Harbour City Council is whether it wishes to be a part of this national framework for regional cities or indeed not participate in a formal sense in the RCA organisation.

In conclusion, Council's potential membership of Regional Capitals Australia provides a national forum from which Council may be able to influence Federal government policy that truly reflects regional issues and priorities.

Implementation Date / Priority:

Council's decision on this matter will be conveyed to RCA following Council's consideration of this matter at its 24 July 2014 meeting.

Recommendation:

That Coffs Harbour City Council becomes a financial and active member of Regional Capitals Australia for a fee \$3,300 (inclusive of GST), which is available within the current budget resources.



www.regionalcapitalsaustralia.org

Regional Capitals Australia

Table of Members*

Local Council	Electorate	Member
Albury City Council	Farrer	The Hon Sussan Ley MP
Ballarat City Council	Ballarat	The Hon Catherine King MP
Bathurst Regional Council	Calare	The Hon John Cobb MP
City Of Albany	O'Connor	Mr Rick Wilson MP
City Of Bunbury	Forrest	Ms Nola Marino MP
City Of Greater Geraldton	Durack	Ms Melissa Price MP
City Of Kalgoorlie-Boulder	O'Connor	Mr Rick Wilson MP
City Of Wagga Wagga	Riverina	The Hon Michael McCormack MP
City Of Wodonga	Indi	Ms Cathy McGowan AO MP
Dubbo City Council	Parkes	Mr Mark Coulton MP
Gosford City Council	Robertson	Mrs Lucy Wicks MP
Greater Bendigo City Council	Bendigo	Ms Lisa Chesters
Greater Geelong City Council	Corio	The Hon Richard Marles MP
Greater Shepparton City Council	Murray	The Hon Dr Sharmon Stone MP
Horsham Rural City Council	Mallee	Mr Andrew Broad MP
Latrobe City Council	Morwell	Mr Darren Chester MP
Launceston City Council	Bass	Mr Andrew Nikolic AM CSC MP
Mackay Regional Council	Dawson	Mr George Christensen MP
Mount Isa	Kennedy	The Hon Bob Katter MP
Orange City Council	Calare	The Hon John Cobb MP
Palmerston City Council	Solomon	Mrs Natasha Griggs MP
Rural City Of Wangaratta	Indi	Ms Cathy McGowan AO MP
Shire Of Broome	Durack	Ms Melissa Price MP
Shire Of Roebourne	Durack	Ms Melissa Price MP
Tamworth Regional Council	New England	The Hon Barnaby Joyce MP
Town Of Port Hedland	Durack	Ms Melissa Price MP
Warrnambool City Council	Wannon	Mr Dan Tehan MP

*As of December 2013

CONTRACT NO. RFT-651-TO - SUPPLY OF ONE TRUCK MOUNTED VACUUM EXCAVATION SYSTEM

Purpose:

To report on tenders received for Contract RFT-651-TO for the supply of a replacement for Council's truck mounted vacuum excavation unit and to gain Council approval to accept a tender.

Description of Item:

The unit's primary role for Council is the removal, transport and disposal of soils and other materials located near utilities and the excavation of buried utilities.

Vacuum excavation avoids the requirement for invasive digging methods such as hand digging or the use of traditional mechanical excavators, thereby virtually eliminating possible cable or service damage.

This type of unit has become an essential plant item for Council's water maintenance and construction operations.

It will be administered through Council's Plant Fund, operated and maintained in accordance with general plant procedures.

Tenders were called and closed 14th May 2014 for the replacement of Council's existing truck mounted vacuum excavation unit. This followed the adoption of the 2013/2014 Plant Replacement Program.

One (1) conforming tender was received from the following:

1. K&J Trucks Pty Ltd.

Sustainability Assessment:

Sustainability issues have been considered in the specification and tender assessment, as follows:

- **Environment**
 - Emission standards are in accordance with Australian Standards 'ADR 80 03'.
 - Service frequency and the reduction of waste products on oil and filters.
 - The percentage of bio fuel that the machines can operate on so as to reduce Council's reliance on fossil fuels.
 - Noise levels.

- **Social**

A review was undertaken to determine the requirement for the truck mounted vacuum excavation unit. The outcome was that a Council owned machine would provide a higher level of service to the community at a reduced cost to the programs it supports.

The review of tenders included field performance testing to assess

- The tendered unit's ability to carry out designated works.
- Ergonomics.
- Operator safety.
- The operators' ability to operate the tendered machine to its full potential.

- **Civic Leadership**

The purchase and operation of a vacuum excavation unit is consistent in achieving the following strategies from the communities 2030 Strategic Plan.

- LC 1.3 Promote a safe community.
- LE 2.2 Reduce our carbon footprint.
- LE 3.5 Develop and improve infrastructure to provide appropriate access to environmental experiences.
- MA 1.2 Improve the effectiveness of the existing transport system.
- MA 2.1 Ensure adequate maintenance and renewal of roads, footpaths and cycleways.

- **Economic**

Broader Economic Implications

Council's policy for the purchase of plant is determined by:

- The requirement for the unit to support operations undertaking Council programs.
- Council owned and operated plant must be cheaper than comparable plant available through external hire. Currently there are no units for hire on Council's plant hire data base.
- Projected resale values and repair and maintenance costs.

Delivery Program/Operational Plan Implications

Funds for the purchase have been allocated in the 2013/14 Plant Fund budget.

Risk Analysis:

When considering the Enterprise Risk Rating Levels the following main considerations are applicable:

Financial: The vacuum truck enables the excavation of services without the risk of breaking conduits, cables etc. If Council operations were to break utilities owned by other authorities, the repair costs would be significant.

Environmental: The use of this type of excavation unit reduces the footprint of works to only the area being investigated.

Consultation:

The Tender evaluation has included consultation with Council's Water services, plant operators, WHS officer, workshop and operational staff.

Related Policy and / or Precedents:

Tendering procedures were carried out in accordance with Council policy. Council's Tender Value Selection System was applied during the tender review process to determine the most advantageous offer.

Statutory Requirements:

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

Issues:

The Tender Value Selection System was applied to the tender and the assessment details are contained in the attached confidential supplement.

The tendered machine was subject to field evaluation. Council's representatives carried out operational assessments.

The disposal of Council's current truck will be via public auction as soon as possible after the tendered unit is delivered.

Implementation Date / Priority:

The time for the supply of the truck mounted vacuum excavation unit is eight weeks. If Council resolves to award the contract, it is expected the truck mounted vacuum excavation unit will be delivered in September 2014.

Recommendation:

That Council consider tenders received for the supply of one (1) truck mounted vacuum excavation system Contract No. RFT-651-TO and move the motion as detailed in the confidential attachment.

ACCEPTANCE OF PROPERTY WORKS CARRIED OUT ON COUNCIL LAND - SAPPHIRE TO WOOLGOOLGA HIGHWAY UPGRADE

Purpose:

To obtain Council approval to execute two Deeds to confirm Council is satisfied that works undertaken on its land have been completed as agreed in regard to the upgrade of the Sapphire to Woolgoolga section of the Pacific Highway.

Description of Item:

This report is required to obtain Council's authority to execute legal documents under seal. As part of the Sapphire to Woolgoolga section of the Pacific Highway upgrade, Council agreed to some minor works being undertaken on a number of its property holdings. These works were of a minor nature and generally included the fencing of boundaries and rehabilitation of damage related to Council property which adjoined the new highway alignment. The works were agreed to in 2011.

The properties affected by the fencing and other minor works included Lot 454 DP 776261, Lot 3 DP 1140702, Lot 9 DP 1140702, Lot 2 DP 248765, Lot 4 DP 248765, Lot 6 DP 248765, Road Reserve (STN 25700), Lot 3 DP 248765, Lot 61 DP 1143405 and Lot 5 DP 1140702.

An inspection of the properties has confirmed the works have been completed to a satisfactory standard. It is noted that further reports will be tabled for Council's consideration regarding acceptance of road infrastructure once negotiations (currently underway) have been finalised.

Sustainability Assessment:

- **Environment**

There are no environmental issues.

- **Social**

There are no social impacts.

- **Civic Leadership**

There are no major impacts in relation to this matter.

- **Economic**

Broader Economic Implications

There are no implications.

Delivery Program/Operational Plan Implications

There are no costs associated with the matter. The Deeds simply need to be signed and returned to the contractor.

Risk Analysis:

By executing the required Deeds, Council accepts the works as completed. The works are minor and as inspected appear satisfactory. As such the risk to Council is assessed as minor and insignificant.

Consultation:

The relevant City Infrastructure Services representatives have been involved with the process and have no objections to accepting the works.

Related Policy and / or Precedents:

Council has in the past accepted works being undertaken on its land as part of larger infrastructure projects.

Statutory Requirements:

Council has been presented with two Owner's Deed Poll documents which require execution under Seal. The affixing of the seal to the executed documents has generated the need for this report.

Issues:

The only issue for Council to consider is whether it should accept the works carried out on its land. In the circumstances there is no reason why Council should not provide its acceptance.

Implementation Date / Priority:

The matter will be dealt with immediately following Council's resolution.

Recommendation:

That Council execute under seal the Owner's Deed Poll documents provided to accept works in conjunction with the Pacific Highway Upgrade over Lot 454 DP 776261, Lot 3 DP 1140702, Lot 9 DP 1140702, Lot 2 DP 248765, Lot 4 DP 248765, Lot 6 DP 248765, Road Reserve (STN 25700), Lot 3 DP 248765, Lot 61 DP 1143405 and Lot 5 DP 1140702.

HARBOUR DRIVE - GORDON STREET REDEVELOPMENT

Purpose:

To consider allocation of funding for traffic management and flood mitigation works at the Harbour Drive – Gordon Street intersection in conjunction with the Coffs Central redevelopment.

Description of Item:

At its meeting of 26th April 2012 Council resolved;

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.*

As previously reported (report attached), 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.

Coffs Central (Gowings) have been progressing redevelopment of their site resulting in the opening of the previous 'blank wall' fronting Harbour Drive to retail access and footpath activity. Extension of this redevelopment to the east of the current work will require raising of footpath levels to match the extended Coffs Central floor level, again enabling direct access to shop fronts and activation of the street through retail and on-street dining opportunities.

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

The current proposal involves 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 marked pedestrian crossing.

Design and cost estimates have been completed on the road, drainage and footpath works required. Gowings have submitted a Development Application which will include details of all the proposed works. The Development Application includes a Voluntary Planning Agreement (VPA) which will define the cost sharing arrangement between Council and Gowings for the works.

Council has funding identified in the City Centre Special Rate Variation proposal for the traffic control signal works and funding in the Flood Mitigation Program for CBD flood mitigation works. Rehabilitation of the road pavement itself (at the roundabout) has also been identified as necessary within the next few years.

Sustainability Assessment:

- **Environment**

The proposed works will 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 will provide the opportunity to investigate installation of the latest energy efficient street lighting and traffic control equipment.

- **Social**

Redevelopment of the Coffs Central street frontage on to Harbour Drive will 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 will 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 would 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 Coffs Central potentially saves significant cost in improving constructability, and provides an opportunity to negotiate a cost share arrangement.

Basic Net Present Value analysis shows that the reduction in flood risk and improved traffic and asset management resulting from the proposed work has value to the community in excess of two million dollars. In addition the development has broader economic benefits detailed in the Development Application and VPA.

Delivery Program/Operational Plan Implications

As part of its \$12 million flood mitigation program Council has allocated funding for Coffs Harbour CBD flood mitigation works. Funds are also available from the 2014/15 roads program to undertake pavement rehabilitation work.

Council has \$400,000 identified in the original City Centre Special Rate Variation proposal for the Harbour Drive – Gordon Street traffic control signal works.

Cost estimates for the Harbour Drive – Gordon Street works have been prepared. Depending on the final scope of work and traffic staging required for the intersection construction, total cost of the works is estimated at \$2,530,000.00 excluding GST and including contingencies.

A cost share agreement has been negotiated with Gowings which is based on their funding of all footpath and access related works plus a contribution toward the traffic signal and flood mitigation work. The cost share arrangement which is formalised in the VPA as a percentage of actual cost requires Gowings to contribute \$834,900, thus requiring Council to allocate \$1,695,100.

The recommended funding model for the works is:

Coffs Central	\$834,900
CBD Special Rate Variation	\$400,000
Flood Mitigation Program	\$845,100
Road Rehabilitation program	\$450,000

Risk Analysis:

Given the large capital investment required and the challenges in constructing the proposed work while maintaining 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 Coffs Central site.

Nevertheless, as with any major infrastructure project, there are risks associated with the proposal.

Approval of the DA - The biggest risk to Gowings is that the DA does not gain approval and the significant planning and design work put into the project has no return. The development assessment process will need to take into account any community or agency issues raised and Council will need to consider the DA on its merits. Council similarly has committed resources to the project, however if the DA does not proceed no further expenditure of Council funding or resources is required.

Cost/Time overrun – All the proposed road, intersection and drainage works will be undertaken by Gowings. The VPA defines the cost sharing arrangement as a percentage of actual costs. Works will be undertaken through open tender in accordance with Council's tendering and contract management procedures. The VPA provides for a variation in the contract price of up to 20%. If the contract price for the public works exceeds the estimated costs by more than 20% then either party may elect to terminate this Agreement prior to commencement of the public works.

Construction Program – The cost estimates prepared for the road works include assumptions on the amount of traffic control required to deliver the project. The critical program factor will be road closures associated with reconstruction of the Gordon Street – Harbour Drive intersection. A number of different construction staging scenarios have been tested however the most efficient and least disruptive construction method for the intersection will require full closure of the intersection to traffic for a period of six to eight weeks. Full closure of the intersection could not be achieved without mitigation of traffic impacts. This is proposed to be carried out through construction of a by-pass of the Gordon Street – Harbour Drive along Vernon Street and Duke Street to Harbour Drive via the road reserve adjacent the old Museum building. Construction cost of the temporary by-pass has been included in the cost estimates for the project.

Consultation:

Consultation on the proposal has been undertaken as part of the development assessment process. Detailed stakeholder consultation will be undertaken as part of the construction management process if the proposal is approved.

Issues:

Cost Benefit analysis of the flooding and traffic network benefits of the proposal have been undertaken by Council. The community benefit of the proposed works can be quantified by assigning a monetary value to the reduction in flood levels, traffic and road safety benefit, and asset renewal (pavement costs).

In simple terms the community benefit of the work is as follows:

Flood mitigation – the proposed works will increase the capacity to discharge overland storm water flow from the low point in Harbour Drive to Coffs Creek. Commercial properties in Harbour Drive will benefit from decreased flood levels for various storm events. Some properties will benefit from a 240mm reduction in flood level for a critical flood event.

Road Safety – The intersection currently has a marked pedestrian crossing on Gordon Street north crossing over four traffic lanes with increasing numbers of pedestrians on the other three uncontrolled legs of the intersection. The proposed traffic control signals will reduce pedestrian conflicts and improve road safety for all road users. The proposed works will provide wider, more direct pedestrian thoroughfares increasing pedestrian activity and amenity.

Traffic Management – The Harbour Drive – Gordon Street roundabout has little capacity to cater for increases in peak hour traffic flows. The proposed traffic control signals will improve traffic flows in the short term and provide options for management of future traffic through optimisation of traffic and pedestrian phasing and timing.

Asset management - The Harbour Drive – Gordon Street pavement, kerb and traffic islands are currently in poor condition requiring increasing maintenance and eventual reconstruction. The proposed works will result in new concrete pavement, kerbs and footpaths significantly decreasing Council's asset management liability.

Council modeling has determined the following indicative Net Present Value of the works excluding the overall economic benefits of redevelopment of the CBD site;

Flood benefit - based on savings in flood damage costs for commercial properties carried out in accordance with established cost benefit analysis models for flood mitigation works.	NPV \$1,138,338
Road Safety benefit - based on estimated reduction in injury crashes using the last 5 years of road crash data for the Harbour Drive – Gordon Street intersection and the latest NRMA road crash cost data.	NPV \$220,000
Traffic Network benefit - based on traffic modeling which shows that the current Harbour Drive – Gordon Street roundabout is approaching saturation.	NPV \$450,000
Asset improvement benefit - based on future pavement replacement costs	<u>NPV \$450,000</u>
	\$2,258,338

Thus, the cost benefit ratio of the works in total is positive (\$2,258,338 benefit against \$1,695,100 cost).

Implementation Date / Priority:

Should the Development Application be approved, Gowings will liaise with Council on timing for the proposed works.

Recommendation:

That Council

1. **Allocate \$845,100 from the City Wide Flood Mitigation program and \$450,000 from the 2014/15 Road Rehabilitation program to the Harbour Drive – Gordon Street reconstruction project.**
2. **Note that the Harbour Drive – Gordon Street reconstruction project will require closure of the intersection for a period of 6-8 weeks and that appropriate consultation will be undertaken.**

CS12/15 HARBOUR DRIVE - GORDON STREET REDEVELOPMENT

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.

CS12/15 - Harbour Drive - Gordon Street Redevelopment (Cont'd)

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.

CS12/15 - Harbour Drive - Gordon Street Redevelopment (Cont'd)

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

BANK BALANCES AND INVESTMENT FOR JUNE 2014

Purpose:

To list Council's Bank Balances and Investments as at 30 June 2014.

Description of Item:

A copy of the state of Bank Balances and Investments as at 30 June 2014 is attached.

It should be noted that Council is required to account for investments in accordance with the Australian International Financial Reporting Standards. Term deposits are shown at face value and all other investment balances at the end of each month reflect market value movements which would be inclusive of accrued interest.

Interest when paid, say quarterly, would result in reductions in the market value of the investments.

The investment report reflects the above requirements and reflects the interest earned (or accrued) on each investment, based on the acquisition price. Interest income for 2013/14 is yet to be finalised and the figures presented in this report for interest income are preliminary only. A revised report will be provided when amounts have been audited later in the calendar year.

Reports written by CPG Research & Advisory Pty Ltd (Council's investment portfolio advisors), which examine economic and financial markets data for June 2014, and review the performance of Council's investment portfolio for the month ended 30 June 2014, are available in the Councilors' Resource Centre.

Sustainability Assessment:

- **Environment**

There are no perceived current or future environmental impacts.

- **Social**

There are no perceived current or future social impacts.

- **Civic Leadership**

Council invests surplus funds to maximise investment income and preserve capital to assist with funding requirements for projects listed under the Coffs Harbour 2030 Community Strategic Plan.

- **Economic**

Broader Economic Implications

Council's investments are held according to the requirements stated within Council's investments policy and the returns are acceptable in relation thereto. In the long term earnings from investments can vary due to economic conditions and financial markets. Council constructs its investment portfolio with consideration of current conditions and to comply with the Office of Local Government's investment policy guidelines.

Delivery Program/Operational Plan Implications

For June 2014 it is noted that after deducting from the total bank and investment balances of \$150,002,656, the estimated restricted General, Trust, Water and Sewerage cash and investments (\$149,867,776) the unrestricted cash is \$134,880.

Risk Analysis:

The likelihood of risks associated with New South Wales Local Government's investing funds is now remote due to the conservative nature of investments permitted under statutory requirements. The risks of capital not being returned in relation to each individual investment Council owns is indicated in the attachment.

The main risks for Council's investment portfolio are liquidity and credit risk, both of which are being managed under the advice of CPG Research & Advisory Pty Ltd. Liquidity risk is the risk that the investor is unable to redeem the investment at a fair price within a timely period and thereby incurs additional costs (or in the worst case is unable to execute its spending plans). Credit risk is the risk of loss of principal stemming from a financial institutions failure to repay that principal when that principal is due. Investors are compensated for assuming credit risk by way of interest payments from the financial institutions issuing the investment security.

Credit risk is rated by various rating agencies. Investment securities in Council's current portfolio are rated by either Standard and Poors or Fitch, with the majority of the portfolio rated by Standard and Poors. Standard and Poors' credit ratings and an explanation of their ratings are as follows:

Rating	Ratings Explanation
AAA	Extremely strong capacity to meet financial commitments. Highest rating.
AA	Very strong capacity to meet financial commitments.
A	Strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances.
BBB	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
BBB-	Considered lowest investment grade by market participants.
BB+	Considered highest speculative grade by market participants.
BB	Less vulnerable in the near term but faces major ongoing uncertainties to adverse business, financial and economic conditions.
B	More vulnerable to adverse business, financial and economic conditions but currently has the capacity to meet financial commitments.
CCC	Currently vulnerable and dependent on favorable business, financial and economic conditions to meet financial commitments.
CC	Currently highly vulnerable.
C	Currently highly vulnerable obligations and other defined circumstances.

D	Payment default on financial commitments.
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Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Types of investment securities by credit risk ranking from highest to lowest are as follows:

- Deposits/Covered Bonds – these share first ranking
- Senior debt – Floating Rate Notes/Fixed Coupon Bonds.
- Subordinated debt
- Hybrids
- Preference shares
- Equity shares (common shares).

Subordinated debt, hybrids, preference and equity shares are not a permitted investment under the current Ministerial Order. Term deposits of \$250,000 or less per financial institution are covered under the Commonwealth Government Deposit Guarantee Scheme and therefore by default have the same credit rating as the Commonwealth Government, ie AAA.

All credit unions, building societies and mutual banks are authorised deposit-taking institutions (ADI's) and are regulated in the same way as all other Australian banks. ADI's are regulated by the Australian Securities and Investment Commission (ASIC) under the Corporations Act 2001 and by the Australian Prudential Regulatory Authority (APRA) under the Banking Act 1959.

Consultation:

Council's investment advisors, CPG Research & Advisory Pty Ltd have been consulted in the preparation of this report.

Related Policy and / or Precedents:

Council funds have been invested in accordance with Council's Investment Policy (POL-049), which was adopted on 22 August 2013.

Statutory Requirements:

Local Government Act 1993 – Section 625
 Local Government Act 1993 – Investment Order (dated 12 January 2011).
 Local Government General Regulation 2005
 The Trustee Amendment (Discretionary Investments) Act 1997 – Sections 14A(2), 14C(1) and 14C(2).

Issues:

Nil.

Implementation Date / Priority:

Nil.

Further details are provided as a note on the attachment.

Recommendation:

1. That the bank balances and investments totaling (from loans, Section 94 and other avenues that form the restricted accounts and are committed for future works) one hundred and fifty million, two thousand, six hundred and fifty six dollars (\$150,002,656) as at 30 June 2014 be noted.
2. That the general fund unrestricted cash and investments totaling one hundred and thirty four thousand, eight hundred and eighty dollars (\$134,880) as at 30 June 2014 be noted.

BANK BALANCES AND INVESTMENTS AS AT 30 JUNE 2014

	Credit Rating at 30/6/14	Legal Maturity	Acquisition Price \$	Market Value as at 1/6/14 \$	Market Value as at 30/6/14 \$	Income Earned (net of fees) Financial Yr to Date \$	Annualised Monthly Return/ Current Coupon	Risk of capital not being returned
OVERNIGHT FUNDS:								
Cash - Fair Value movements through profit & loss								
NAB - Bank Accounts	AA-			4,377,568	3,734,293	90,416	2.32	Low
UBS Cash Management Trust	AAA			95,471	3,345,891	21,077	1.61	Low
Members Equity Bank - Business Investment Account	BBB+			72	72	2	3.25	Low
NAB Professional Funds Account	AA-			5,024,954	4,711,264	115,261	2.90	Low
Delphi Bank - Cash Mment Acc't	A-			91,614	99,212	919	2.60	Low
Suncorp Business Saver	A+			193,538	222	4,438	2.75	Low
ANZ Negotiator Saver - <i>Trust A/c</i>	AA-			133,700	134,040	2,787	3.20	Low
Credit Union Australia Prime Access	BBB+			82	82	-	0.01	Low
Total				9,916,998	12,025,076	234,902		
BENCHMARK RATE - 11 AM INDICATIVE CASH RATE							2.50	
BENCHMARK RATE - UBS BANK BILL INDEX							2.71	
Term Deposits - Fair Value movements through profit & loss								
Investec 17/11/14	BBB-	17/11/2014	8,000,000	8,000,000	8,000,000	602,400	7.53	Low
Investec 29/6/16	BBB-	29/06/2016	1,000,000	1,000,000	1,000,000	74,700	7.47	Low
Investec 8/7/15	BBB-	8/07/2015	1,000,000	1,000,000	1,000,000	72,100	7.21	Low
Investec 8/8/16	BBB-	8/08/2016	2,500,000	2,500,000	2,500,000	167,250	6.69	Low
Investec 6/6/17	BBB-	6/06/2017	2,000,000	2,000,000	2,000,000	108,800	5.44	Low
Investec 14/8/15	BBB-	14/08/2015	1,800,000	1,800,000	1,800,000	115,740	6.43	Low
AMP 24/5/16	A+	24/05/2016	5,000,000	5,000,000	5,000,000	367,500	7.35	Low
AMP 7/5/15	A+	7/05/2015	1,000,000	1,000,000	1,000,000	5,622	3.80	Low
Arab Bank 7/5/18	BBB-	7/05/2018	1,500,000	1,500,000	1,500,000	70,500	4.70	Low
Arab Bank 10/9/15	BBB-	10/09/2015	2,000,000	2,000,000	2,000,000	68,233	4.25	Low
NAB 9/3/15	AA-	9/03/2015	2,000,000	2,000,000	2,000,000	89,400	4.47	Low
NAB 12/3/15	AA-	12/03/2015	2,500,000	2,500,000	2,500,000	112,750	4.51	Low
NAB 4/3/16	AA-	4/03/2016	2,000,000	2,000,000	2,000,000	26,380	4.08	Low
NAB 13/5/16	AA-	13/05/2016	1,500,000	1,500,000	1,500,000	7,851	3.98	Low
Westpac 2/7/14 TD	AA-	27/06/2014	1,000,000	1,000,000	1,000,000	65,000	6.50	Low
Delphi Bank 29/1/15*	A-	29/01/2015	2,000,000	2,000,000	2,000,000	87,800	4.39	Low
Delphi Bank 5/8/15*	A-	5/08/2015	2,000,000	2,000,000	2,000,000	134,000	6.70	Low
Suncorp 11/8/14	A+	11/08/2014	3,000,000	3,000,000	3,000,000	189,000	6.30	Low
Bank of Queensland 4/9/17	A-	4/09/2017	2,000,000	2,000,000	2,000,000	113,000	5.65	Low
Bank of Queensland 5/2/18	A-	5/02/2018	3,000,000	3,000,000	3,000,000	154,500	5.15	Low
Bank of Queensland 5/3/18	A-	5/03/2018	2,000,000	2,000,000	2,000,000	102,000	5.10	Low
Bank of Queensland 17/5/17	A-	17/05/2017	1,000,000	1,000,000	1,000,000	46,500	4.65	Low
Bank of Queensland 20/2/18	A-	20/02/2018	1,000,000	1,000,000	1,000,000	16,611	4.70	Low
Rabo Direct 24/3/16	AA	24/03/2016	5,000,000	5,000,000	5,000,000	357,500	7.15	Low
Rabo Direct 10/8/15	AA	10/08/2015	1,000,000	1,000,000	1,000,000	67,000	6.70	Low
Rabo Direct 13/4/15	AA	13/04/2015	1,000,000	1,000,000	1,000,000	45,000	4.50	Low
ING 17/8/17	A-	17/08/2017	2,000,000	2,000,000	2,000,000	120,200	6.01	Low
ING 6/9/17	A-	6/09/2017	2,000,000	2,000,000	2,000,000	112,000	5.60	Low
ING 7/5/18	A-	7/05/2018	1,500,000	1,500,000	1,500,000	69,900	4.66	Low
ING 20/8/14	A-	20/08/2014	1,000,000	1,000,000	1,000,000	13,430	3.80	Low
ING 26/11/14	A-	26/11/2014	2,000,000	2,000,000	2,000,000	26,023	3.83	Low
ING 2/3/18	A-	2/03/2018	2,000,000	2,000,000	2,000,000	29,668	4.55	Low
Wide Bay 29/7/16	BBB	29/07/2016	1,000,000	1,000,000	1,000,000	71,000	7.10	Low
Wide Bay 8/8/16	BBB	8/08/2016	1,000,000	1,000,000	1,000,000	71,000	7.10	Low
ME Bank 18/2/19	BBB+	18/02/2019	3,000,000	3,000,000	3,000,000	54,789	5.05	Low
ME Bank 7/5/19	BBB+	7/05/2019	2,000,000	2,000,000	2,000,000	13,442	4.81	Low
ME Bank 3/6/19	BBB+	3/06/2019	2,000,000	-	2,000,000	6,879	4.65	Low
ME Bank 11/6/19	BBB+	11/06/2019	1,500,000	-	1,500,000	3,822	4.65	Low
ME Bank 2/6/17	BBB+	2/06/2017	1,500,000	-	1,500,000	4,775	4.15	Low
Police Credit Union 26/2/15	NR	26/02/2015	1,000,000	1,000,000	1,000,000	46,300	4.63	Low
Police Credit Union 17/5/16	NR	17/05/2016	500,000	500,000	500,000	22,550	4.51	Low
Police Credit Union 1/3/19	NR	1/03/2019	1,000,000	1,000,000	1,000,000	16,464	5.05	Low
Old Police Credit Union 16/5/16	NR	16/05/2016	2,000,000	2,000,000	2,000,000	10,460	4.15	Low
WAW Credit Union 27/5/16	NR	27/05/2016	1,000,000	1,000,000	1,000,000	3,866	4.15	Low
BCU 2/6/17	NR	2/06/2017	1,000,000	-	1,000,000	3,260	4.25	Low
Bank of Sydney 4/3/15	NR	4/03/2016	1,000,000	1,000,000	1,000,000	12,608	3.90	Low
Bank of Sydney 14/10/14 - <i>Regional Parks Trust</i>	NR	14/10/2014	1,220,000	1,220,000	1,220,000	10,037	3.90	Low
CBA 16/5/16	AA-	16/05/2016	1,000,000	1,000,000	1,000,000	45,000	4.50	Low
CBA 17/5/16	AA-	17/05/2016	1,000,000	1,000,000	1,000,000	45,000	4.50	Low
CBA 23/5/16	AA-	23/05/2016	1,000,000	1,000,000	1,000,000	45,500	4.55	Low
CBA 30/5/16	AA-	30/05/2016	1,000,000	1,000,000	1,000,000	45,500	4.55	Low
CBA 6/6/16	AA-	6/06/2016	1,000,000	1,000,000	1,000,000	45,500	4.55	Low
CBA 29/10/17	AA-	29/10/2017	2,234,315	2,234,315	2,234,315	69,007	2.67	Low
Total			96,254,315	90,254,315	96,264,315	4,285,119		

	Credit Rating at 30/6/14	Legal Maturity	Acquisition Price \$	Market Value as at 1/6/14 \$	Market Value as at 30/6/14 \$	Income Earned (net of fees) Financial Yr to Date \$	Annualised Monthly Return/ Current Coupon	Risk of capital not being returned
Floating Rate Notes:								
<i>Fair Value through Profit & Loss Accounting - movements through profits & loss.</i>								
CBA	AA	24/12/2015	7,079,362	8,356,007	7,376,093	640,061	3.76	Low
NAB	AA	20/05/2019	1,500,000	1,502,850	1,509,915	9,915	3.53	Low
Macquarie Bank	A	9/03/2017	5,000,000	5,276,280	5,283,830	289,430	5.58	Low
Arab	BBB-	12/12/2014	5,000,000	5,015,970	5,010,345	201,535	4.16	Low
Bendigo Bank	A-	14/11/2018	1,010,680	1,010,710	1,014,670	9,022	3.98	Low
ME Bank	BBB+	28/11/2016	500,000	502,465	503,850	13,447	3.95	Low
Bank of China	A	15/05/2017	994,620	997,010	1,002,090	7,470	3.81	Low
Credit Union Australia	BBB+	20/03/2017	1,500,000	1,513,545	1,505,520	11,673	4.00	Low
Total			22,584,662	24,174,837	23,206,313	1,182,553		
Capital Protected Notes								
<i>Fair Value through Profit & Loss Accounting - movements through profits & loss.</i>								
Lehman #	D	15/06/2009	300,000	-	-	-	0.00	High
Lehman #*	D	15/06/2009	500,000	-	-	111,591	0.00	High
Total			800,000	-	-	111,591		
Floating Rate Term Deposits:								
Bank of Queensland	A-	26/02/2016	1,500,000	1,500,000	1,500,000	62,256	4.19	Low
ING	A	27/02/2015	2,000,000	2,000,000	2,000,000	83,467	4.20	Low
Total			3,500,000	3,500,000	3,500,000	145,723		
Fixed Coupon Bonds								
Heritage Bank	BBB+	20/06/2017	9,570,539	9,810,616	9,823,456	724,076	7.25	Low
CBA	AA-	31/10/2018	1,000,490	1,020,820	1,035,838	57,848	4.50	Low
Total			10,571,029	10,831,436	10,859,294	781,924		
Covered Bonds								
ANZ	AAA	16/08/2023	995,350	1,052,470	1,066,159	95,809	5.00	Low
NAB	AA-	11/03/2024	994,560	1,044,824	1,058,117	63,557	5.00	Low
Total			1,989,910	2,097,294	2,124,276	159,366		
Floating Rate Transferrable Certificate of Deposit								
Greater Building Society	BBB	15/04/2016	2,000,000	2,026,800	2,033,380	98,785	4.21	Low
Total			2,000,000	2,026,800	2,033,380	98,785		
Other:								
Southern Phone Company Shares	N/A	N/A	2	2	2	-	N/A	Low
			2	2	2	-		
Securities No Longer Held								
Accumulated at May 2014			-	-	-	1,367,270		
ME Bank 2/6/14 TD	BBB+	2/06/2014	2,000,000	2,000,000	-	77,414	4.20	Low
Bank of Queensland FRN	A-	30/05/2016	3,000,000	3,034,410	-	148,586	3.98	Low
CBA Floating Rate Transferrable Certificate of Deposit	AA-	24/04/2019	4,000,000	4,026,760	-	33,800	3.53	Low
Total			9,000,000	9,061,170	-	1,444,684		
GRAND TOTAL (before fees)				151,862,852	150,002,656	8,444,647		
Less Portfolio Fees (Advice & Salary)						(166,110)		
GRAND TOTAL				151,862,852	150,002,656	8,278,537		

Capital Guaranteed at maturity, ^ Ex Infrastructure IMP, * Fitch Rated

The dates quoted alongside the name of the product for FRN's and Fixed Bonds are first call dates.

First call dates for FRN's & fixed bonds are the likely date of maturity because the investment issuer is severely penalised if monies are not redeemed by that date, via damage in the market to their reputation, increased coupon rates and additional capital requirements by APRA.


Term deposits of \$250,000 or less per financial institution are covered under the Commonwealth Government Deposit Guarantee Scheme & therefore by default have the same credit rating as the Commonwealth Government i.e. AAA.

Add: Transfer of Capital Gains from Available For Sale Investments Reserve to Capital Gains Income	\$ 263,205
Income to Profit & Loss	<u>\$ 8,541,742</u>
TOTAL CASH & INVESTMENTS AS AT 30 JUNE 2014	\$ 150,002,656

LESS ESTIMATED RESTRICTED EQUITY FOR WATER & SEWER FUNDS

Water Fund	\$ 32,125,188	
Sewer Fund	<u>\$ 52,256,461</u>	\$ 84,381,649
GENERAL FUND CASH & INVESTMENTS		\$ 65,621,007
LESS TRUST FUND BALANCES AS AT 30 JUNE 2014		\$ 1,463,981
LESS ESTIMATED RESTRICTED EQUITY FOR GENERAL FUND (S94 contributions, grants, reserves).		\$ 64,022,146
ESTIMATED GENERAL FUND UNRESTRICTED CASH & INVESTMENTS AS AT 30 JUNE 2014		
Unrestricted Cash & Investments as at 30 June 2013	\$ 137,480	
Deduct 2013/14 Budget Deficit as at 31/5/14 (adopted 26/6/14)	<u>\$ (2,600)</u>	
ESTIMATED GENERAL FUND UNRESTRICTED CASH & INVESTMENTS AS AT 30 JUNE 2014		\$ 134,880

I hereby certify that Council's investments have been made in accordance with the Local Government Act 1993, Regulations and Council's Investment Policy.


Responsible Accounting Officer.

TENDER: COFFS HARBOUR REGIONAL AIRPORT PASSENGER TERMINAL BUILDINGS CLEANING CONTRACT RFT-655-TO

Purpose:

To report on tenders received for Contract No. RFT-655-TO for the provision of cleaning services at Coffs Harbour Regional Airport terminal buildings, and to gain Council approval to accept a tender.

Description of Item:

Open tenders were called for a lump sum contract in local and capital city newspapers and via Council's electronic TenderLink portal. The deadline for submission of tenders was 3.30 pm on Tuesday 1 July 2014. The contract is for three (3) years plus a further option of two (2) years.

Tenders were evaluated on the following criteria:

- Tender price.
- Experience in similar works.
- Performance.
- Safety and systems.
- Staff and equipment.

Eleven (11) tenders were received from the following companies and they all conformed to the tender document requirements:

1. SKG Property Services Australia
2. TJS Services Group Pty Ltd
3. Solo Services Group
4. Coffs Professional Group Pty Ltd
5. Menzies International
6. Quad Services Pty Ltd
7. Strike Force Services
8. Griffin Property Maintenance Pty Ltd
9. Guardian Property Services
10. Broadlex Services Pty Ltd
11. Southern Cross Commercial Cleaning.

Sustainability Assessment:

- **Environment**

The provision of cleaning the Coffs Harbour Regional Airport (CHRA) terminal buildings has limited environmental issues which have been identified in the tender documents.

The successful tenderer will be required to provide Material Safety Data Sheets (MSDS) for all cleaning chemicals used in performing the services.

All equipment and materials are to be of commercial grade quality with operators required to have a complete understanding of equipment and materials used to achieve optimum cleaning standards.

All public liability and Workers Compensation Insurance requirements have been addressed in the tender documents.

- **Social**

There are no adverse social implications involved in this contract. Local staff will continue to be employed to undertake the cleaning works. Cleaning will be carried out between scheduled airline services and outside of terminal operating hours where possible.

- **Civic Leadership**

The Coffs Harbour Regional Airport is essential to meet the transport aspirations of the Coffs Harbour 2030 Plan.

- **Economic**

Broader Economic Implications

As a vital piece of transport infrastructure for the region the Coffs Harbour Regional Airport needs to be maintained and presented in the highest standard possible. Continued high quality air services will make a positive economic contribution to this region.

Delivery Program/Operational Plan Implications

There is no cost to Council as the airport is self-funding and the annual cleaning cost has been included in the airport budget for 2014/15.

Risk Analysis:

We have a robust business planning system in place and as such, there is no additional risk to Council associated with this contract.

Consultation:

As per Councils' tender process and group site inspections were also conducted at the Airport.

Related Policy and / or Precedents:

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

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.

Issues:

The Coffs Harbour Regional Airport is an integral transport hub for the region and continued growth and improvements are necessary to meet the growing demand for air travel to this area.

Implementation Date / Priority:

The new contract will commence on 1 August 2014.

Recommendation:

That Council considers tenders received for the Cleaning of Coffs Harbour Regional Airport Passenger Terminal Buildings, Contract No. RFT-655-TO, and move the motion as detailed in the confidential attachment.

DA 960/13 - 35-63 HARBOUR DRIVE, 31 VERNON STREET, COFFS HARBOUR AND ROAD RESERVES - DEMOLITION OF EXISTING BUILDINGS AND CONSTRUCTION OF COMMERCIAL PREMISE (4 TENANCIES) AND ASSOCIATED PUBLIC INFRASTRUCTURE WORKS

Purpose:

The purpose of this report is to present Development Application No. 960/13 for Council's consideration, which is an application for demolition of existing buildings and construction of a new two (2) storey commercial building, accommodating four (4) tenancies connecting to the eastern end of the existing Coffs Central commercial building.

The application also includes works within Council road reserves, involving removal of the existing roundabout and replacement with a signalised intersection and associated footpath and drainage works at the corner of Gordon Street and Harbour Drive and construction of a temporary vehicular access between Harbour Drive and Duke Street.

The report presents a voluntary planning agreement (VPA) for councils consideration which has been submitted by the Developer (Gowings Bros Ltd), detailing a proposed cost sharing arrangement with Council to fund the public infrastructure and road works.

The following locality plan illustrates the existing development site.



At its meeting of 22 August 2013, Council adopted *Development Applications - Consideration by Council Policy* which outlined:

That development applications for approval involving substantial aspects of the following elements be referred to Council for determination:

- *Significant public interest and community input;*
- *Substantial non-compliance with relevant strategic controls;*
- *Significant land use;*
- *Major environmental issue(s).*

In accordance with this resolution, the application is reported to Council for determination, given that the proposed development is a significant land use.

The Development Application is recommended for conditional approval and it is also recommended that Council enter into the VPA with the Developer, generally in accordance with the terms of the agreement.

Background:

- **The Harbour Drive/Gordon Street Intersection**

At its meeting of 26 April 2012, Council considered the following business paper matter “CS12/15 Harbour Drive - Gordon Street Redevelopment” and resolved as follows:

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.*

A separate report is listed on this business paper detailing the progress of these resolutions. In relation to item 1, Council staff have prepared detailed design plans for the construction of the intersection and associated works which form part of the development application. In relation to item 2, a cost estimate of the works has been provided by an independent Quantity Surveyor and these estimates have been incorporated into the VPA, which details the proposed cost sharing arrangement between Council and the Developer.

Description of Item:

- **The Site**

The commercial development site primarily comprises two lots (Lot 1, DP 796866, 63 Harbour Drive and Lot 1, DP 421199, 31 Vernon Street) and is currently occupied by a single storey commercial development, which will be demolished. The lots have primary road frontage to Gordon Street and each lot has a secondary road frontage to Harbour Drive and Vernon Street respectively. The land the subject of this application also includes Lots 1-3, Part Lot 4, Section 8 & Lot 6, Section 7, DP 758258, Lot 6, DP 721353, & Lot 1, DP 43845, No. 35-61 Harbour Drive, Coffs Harbour which is the existing Coffs Central building.

The land the subject of the development application also includes works within Council road reserves at the corner of Gordon Street and Harbour Drive as well as between Harbour Drive and Duke Street.

- **The Development Proposal**

The proposal involves demolition of existing buildings and construction of a new two storey commercial premise as a continuous extension of the Coffs Central Shopping Centre. The proposed building will be a similar height, bulk and scale to the existing Coffs Central building and has been designed to integrate both aesthetically and functionally with the existing building, by utilizing shared internal accessways, services and loading docks.

The application also proposes works within the road reserve, including raising footpath levels to allow on-grade pedestrian access along Harbour Drive and Gordon Street and removal of the roundabout and installation of traffic signals at the Harbour Drive and Gordon Street intersection. These works will require temporary closure of the Harbour Drive and Gordon Street intersection during civil works and construction of an unformed section of Duke Street as a temporary traffic bypass.

A plan of the proposed development is included in this report as Attachment 2.

A voluntary planning agreement (VPA) has been submitted by the Developer which details the proposed cost sharing arrangement between Council and the Developer, and is included as Attachment 4.

Sustainability Assessment:

- **Environment**

The development site is within the CBD and impacts on the natural environment are limited to erosion and sediment control during the construction phase, which will be managed by conditions of development consent.

The off-site works relating to the construction of a temporary access between Harbour Drive and Duke Street will require removal of several mature trees on council land. The removal of these trees is necessary for the construction of the temporary road.

- **Social**

The development may result in some short term disadvantages for existing shop owners affected by construction works, some loss of on-street parking and road closures. However it is important to note that the proposed works will address long standing flooding concerns in the CBD and will improve pedestrian and vehicular access and safety and therefore it is considered that the proposal will have significant social benefit.

- **Civic Leadership**

The proposed development has been assessed in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and all relevant Council controls and policies.

This proposal is consistent with the Coffs Harbour 2030 Community Strategic Plan, Places for Living.

- **Economic**

- Broader Economic Implications**

- The proposal will provide construction related employment opportunities and better utilisation of a currently underdeveloped commercial site. The proposal has the potential to consolidate and revitalise the commercial precinct by providing improved shopping facilities, access for pedestrians and flood protection.

- Delivery Program/Operational Plan Implications**

- The development is consistent with Councils vision of promoting economic development and supporting active town centres that have diverse and sustainable business enterprises.

- Risk Analysis:**

The Council has previously resolved to enter into negotiations with the Developer on cost sharing arrangements for the public infrastructure works. The VPA will minimise the risk to both parties by ensuring a legal and transparent mechanism for the works to proceed. A risk analysis has been undertaken and it is considered that approval of the development application and commitment to a VPA as recommended, does not pose an unacceptable risk to Council.

- Consultation:**

The application was publicly exhibited and notified to adjoining property owners from 5 December 2013 to 15 January 2014. Written notification was provided to the owners of all adjoining properties and all properties that adjoin areas of proposed road construction including the relevant area of Duke Street and all properties from the Vernon Street and Duke Street intersection to the Vernon Street and Gordon Street intersection. There were no submissions received on the development application.

The VPA was advertised separately, but at the same time as Development Application 960/13. There were no submissions received on the VPA.

The application was referred to internal Council departments and external government agencies as required and relevant comments are addressed in this report and form recommended conditions of consent, where appropriate.

- Related Policy and / or Precedents:**

There are no related policy and/or precedents that require consideration in respect of the application.

- Statutory Requirements:**

- **Section 79C Evaluation**

- Section 79C of the Environmental Planning and Assessment 1979, specifies the matters which a consent authority must consider when determining a development application.

- A section 79C evaluation is provided as Attachment 1.

- **Relevant Statutory Instruments**

The development application was lodged prior to gazettal of Coffs Harbour Local Environmental Plan 2013 and therefore has been assessed under Coffs Harbour City Centre Local Environmental Plan 2011, which was in force at the time.

The following environmental planning instruments are applicable to this development application:

- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No.71 – Coastal Protection
- Coffs Harbour City Centre Local Environmental Plan 2011
- Coffs Harbour City Centre Development Control Plan

Each of these statutory instruments is considered in detail in the Section 79C assessment appended to this report.

Issues:

- **The Planning Agreement**

The VPA is the legal mechanism which details the scope of works and cost sharing arrangement between Council and the Developer. The total construction cost of the works has been estimated by an independent Quantity Surveyor at \$2,530,000. Under the terms of the agreement, it is proposed that the Developer will pay 33% of the construction costs and Council will pay the remaining 67%. The planning agreement requires the works to be carried out by the Developer and will be registered on the property title of Coffs Central.

The VPA has been reviewed by Council staff and Council's legal advisors and it is recommended that Council enter into the planning agreement.

- **Intersection Works**

The public infrastructure works involve the following works within council road reserves:

- Removal of roundabout and replacement with signalised intersection at the intersection of Harbour Drive and Gordon Street;
- Road sealing, kerb and gutter and drainage works associated with intersection works;
- Removal and replacement of footpaths and reconstruction of raised footpath around the development site to allow ongrade entry;
- Construction of temporary traffic bypass between Harbour Drive and Duke Street.

The full scope of works have been designed by Council's Engineers and the design plans are included within Attachment 2.

- **Flooding**

The development site and immediate locality has a history of urban stormwater flooding and the design and construction of the building and infrastructure works is responsive to this constraint.

A detailed flood assessment has been submitted with the development application, which indicates that the replacement of the roundabout with a signalised intersection and associated footpath and drainage works will have a positive effect in reducing flooding impacts by improving the efficiency in the storage and conveyance of stormwater.

- **Car Parking**

The development proposes a new commercial building with a floor area of 1742.4m² and Councils DCP requires 70 car parking spaces to be provided at the rate of 1 space per 25m². Council has previously acknowledged that car parking for the original Coffs Central development exceeded the minimum requirements, resulting in a surplus of car parking being available for future development. The current development proposes to utilise this surplus car parking and Council is satisfied that the car parking requirements resulting from the new commercial development can be accommodated within the available surplus and no new car parking is required.

Implementation Date / Priority:

In the event that Council adopts the recommendation, a formal notice of determination will be issued for the development application. A formal notice of determination is valid for five years and the applicant can act on the development consent at any time within that period, subject to meeting any relevant conditions of the consent.

Recommendation:

1. That Council agree to enter into a planning agreement with the Developer (Gowings Bros Ltd) for the cost of and carrying out of agreed public infrastructure works associated with Development Application No. 960/13 generally in accordance with the terms of the draft planning agreement contained in the offer from Gowings Bros Ltd to the Council dated 14 July 2014 (Attachment 4).
2. That Development Application No. 960/13 for demolition of existing building and construction of commercial premise (4 tenancies) and associated public infrastructure works at 63 Harbour Drive (Lot 1, DP796866), 31 Vernon Street (Lot 1, DP421199), 35-61 Harbour Drive (Lots 1-3, Part Lot 4, Section 8 & Lot 6, Section 7, DP 758258, Lot 6, DP 721353, & Lot 1, DP 43845), Coffs Harbour and associated road reserves be approved subject to the conditions in Attachment 3.

**Development Application No. 960/13
Section 79C Assessment**

a. the provisions of,

i. any environmental planning instrument, and

• State Environmental Planning Policy 55 – Remediation of Land

This state policy specifies that the consent authority must not consent to the carrying out of any development unless it has considered whether the land is contaminated.

The land is not considered to be contaminated and the site is suitable for the development

• State Environmental Planning Policy (SEPP) No 71 - Coastal Development

The proposed development is considered to be consistent with the aims of the policy and satisfies the relevant matters for consideration and development control provisions. Clauses of particular relevance are discussed further below:

Clause 7 – Application of Clause 8 Matters

Clause 7 of the SEPP requires Council to take matters as listed in Clause 8 into consideration when determining development applications. Clause 8 matters have been taken into consideration in the assessment of the proposed development.

- The proposal is considered to meet the aims of the Policy.
- The proposal will not impede or diminish public access to and along the coastal foreshore.
- The site does not contain any known items of heritage, archaeological or historic significance.
- The proposed development will not adversely impact upon the scenic quality of the surrounding locality.
- The development is unaffected by issues of coastal hazards.
- The proposed development, in terms of type, location and design, is considered to be compatible with its locality.
- The proposal will not result in unacceptable impacts to flora and fauna.

Clause 16 – Stormwater

Clause 16 specifies that Council must not grant consent to development where stormwater will, or is likely to, be discharged untreated into the sea, a beach, an estuary, a coastal lake, a coastal creek or other similar body of water.

Stormwater from the development site will be directed to Council's reticulated urban stormwater system.

• Coffs Harbour City Centre Local Environmental Plan 2011

The development application was submitted while the Coffs Harbour City Centre LEP 2011 was in force and the proposal has therefore been assessed under the relevant provisions of LEP 2011.

2.2 Zoning of land to which Plan applies

The subject lots in the proposed commercial development are zoned B3 Commercial Core under Coffs Harbour City Centre Local Environmental Plan 2011.

The road reserve between Harbour Drive and Duke Street on which the temporary access is proposed to be constructed is zoned SP1.

2.3 Zone objectives and Land Use Table

The proposed development meets the definition of a shop and is permissible in the B3 Commercial Core zone. Roads are permissible with consent in the SP1 zone.

4.3 Height of buildings

This clause specifies that the height of a building on any land is not to exceed the maximum height shown for the land on the Height of Buildings Map.

The height of Buildings Map for the development site specifies a maximum height of 17 metres. The proposed development has a maximum height of 16.5 metres and therefore complies with this standard.

4.4 Floor space ratio

This clause specifies that the maximum floor space ratio for a building on any land is not to exceed the floor space ratio shown for the land on the Floor Space Ratio Map.

The Floor Space Ratio Map for the development site specifies a 2.25:1 floor space ratio. The proposed development has a floor space ratio of 1.97:1 and therefore complies with this standard.

5.5 Development within the coastal zone

The matters under this clause have been addressed under State Environmental Planning Policy 71 – Coastal Development

6.1 Acid sulfate soils

The development site is not identified as a high risk area for acid sulphate soils. However, conditions of development consent are proposed to address any environmental issues associated with potential acid sulphate soils that may be disturbed during the construction phase.

6.2 Earthworks

This clause specifies a number of matters that must be considered for development proposals that involve earthworks. The development consent includes several conditions for erosion and sediment control to manage any offsite impacts of earthworks.

6.3 Flood planning

The site is flood affected by urban stormwater runoff. The two significant elements of the proposed development that will have implications for flooding, are the raising of the footpath level along Harbour Drive and Gordon Street to allow ongrade pedestrian connection to the new retail tenancies and the lowering of the Harbour Drive and Gordon Street intersection by removal of the roundabout. The flooding assessment and modeling indicates that any flooding concerns associated with the raising of footpath levels in Harbour Drive will be more than offset by the lowering of the Harbour Drive and Gordon Street intersection. The flood modeling indicates that these works can provide reductions in flood levels of between 60 and 240 mm to flood affected properties in Harbour Drive.

Flood modeling also revealed that the works may have potentially caused some increase in flood levels along Gordon Street, but these will be offset through some reshaping of footpath and driveways to relevant effected properties. These works are required as conditions of development consent.

6.6 Koala habitat

This clause specifies that development consent must not be granted unless the development is in accordance with Coffs Harbour City Koala Plan of Management.

The area of public land proposed for the temporary bypass is partially mapped as Primary Koala Habitat under Council's Koala Plan of Management and the proposed works will require removal of the existing trees. However it is noted that the trees are isolated and would provide limited forage and habitat value and their removal would not have a significant impact on the viability of any population of koalas.

6.10 Central business district

This clause requires the primacy of the Coffs Harbour CBD to be considered. It is considered that the proposed development will enhance the primacy of the CBD as the principal business, office and retail hub of the Coffs Harbour City.

6.11 Design excellence

The proposed development addresses the design excellence provisions of this Plan.

The development is a contemporary design and style, incorporating a range of external finishes. The proposed development is compatible with the context and land use mix of the locality and the intention for the desired future character of the area as guided by the City Centre Local Environmental Plan and Development Control Plan. The development is consistent with Council's controls for bulk, massing and modulation of buildings and solar access.

The development will improve the public domain and pedestrian access and movement.

6.13 Essential services

All services that are essential for the development are available and adequate as required by this provision.

ii. The provisions of any draft environmental planning instrument

The development application was submitted while Coffs Harbour LEP 2013 was a draft planning instrument. Notwithstanding, the proposal remains permissible with consent under the then draft LEP and no additional matters require consideration.

iii. any Development Control Plan (DCP)

In accordance with s 74BA of the Environmental Planning and Assessment Act 1979 the principal purpose of a development control plan is to provide guidance on

- (a) giving effect to the aims of any environmental planning instrument that applies to the development,
- (b) facilitating development that is permissible under any such instrument,
- (c) achieving the objectives of land zones under any such instrument.

The relevant development control plan that applies the development is considered below:

- **Coffs Harbour City Centre Development Control Plan**

2.1 – City Core Character Area:

The development site is located within the City Core Precinct. The proposed development is consistent with the objectives of the character area.

3.1 - Building Alignment and Setback:

This provision specifies that development in this area, is to maximise site coverage and where feasible build to the front property boundary and maintain a zero metre front setback. The development is built to all front boundaries and satisfies this requirement.

3.2 - Street Frontage Heights:

A street frontage height applies along the Harbour Drive frontage of the site, which allows buildings to maximise their height potential. The design, siting and construction of the development satisfies this requirement.

3.3 - Building Depth and Bulk:

The development meets all the requirements of this provision.

3.4 - Side & Rear Building Setbacks & Building Separation:

The development meets all the requirements of this provision.

3.6 - Building Design and Materials:

The proposed development is in scale with surrounding development, incorporates appropriate materials, finishes and façade treatment and is considered to be consistent with the objectives of this provision.

4.1 – Permeability:

The development meets the requirements of this provision by providing site links for pedestrians by linking existing internal ‘malls’ of the Coffs Central building through the proposed new building to Gordon Street.

4.2 - Active Street Frontages & Street Address:

The development provides for active street frontages and business street addresses.

4.3 - Safety & Security:

The proposed development is consistent with the objectives and controls of this provision by allowing for passive surveillance of the public domain.

4.5 – Awnings:

The development provides awnings in accordance with the requirements of this provision.

5.1 - Pedestrian Access and Mobility:

The development complies with the requirements of this provision.

5.3 - On-site Parking:

The determination of car parking for the development has been based on consideration of the car parking credits owed for the existing single storey building which will be demolished and credits owing for the original Coffs Central development.

The car parking requirement for the new commercial development which has a gross leasable floor area of 1742.4m², is 1 space per 25m² or 70 spaces. The existing building to be demolished has a credit of 8 spaces, resulting in a requirement of 62 spaces.

In this instance it has been determined that an available credit of sixty four (64) spaces exists for the Coffs Central development, which can be utilised by the current development application.

5.7 Notification:

The development was advertised and notified in accordance with the requirements of this provision and no submissions were made on the application.

6.1 - Energy Efficiency & Conservation:

The proposed development is considered to be consistent with the objectives and provisions of this clause.

6.2 - Water Conservation:

The proposed development is considered to be consistent with the objectives and provisions of this clause.

6.3 - Reflectivity:

The materials used in the development will not create any excessive glare or reflective nuisance.

6.4 - Wind Mitigation:

There are no requirements of this provision that prevent approval of the application.

6.5 - Waste & Recycling:

The development is considered to be consistent with the objectives and provisions of this clause. The application has been referred to Council's Waste Services section in relation to waste management and the proposed waste management measures are considered acceptable.

6.6 - Erosion & Sediment Control:

Appropriate sediment and erosion control measures will be required by conditions of development consent.

6.7 – Stormwater:

The proposed development is considered to be consistent with the objectives and provisions of this clause and appropriate stormwater management can be achieved.

6.8 - Preservation of Vegetation:

The application seeks approval for removal of vegetation to facilitate the temporary bypass road construction. The impacts of the vegetation removal are considered acceptable.

6.9 - Design & Flooding:

All parts of the proposed building will be above a minimum floor level of 4.2 metres (AHD) as required by a condition of development consent. The development will be acceptable with respect to flooding and the development standards required by this provision.

(iia) any planning agreement that has been entered into under section 93F, or any draft planning agreement that a developer has offered to enter into under section 93F, and

A VPA has been offered by the Developer (Gowing Bros Ltd) which proposes a cost sharing arrangement with Council to fund the public infrastructure works. The development proposal and VPA will be dependent on each other as specified by conditions of development consent. The VPA has been reviewed by Council staff and legal advisors and is considered acceptable to Council and it is therefore recommended that Council enter into the VPA, generally in accordance with the terms of the VPA.

iv. the regulations (to the extent that prescribe matters for the purposes of this paragraph), that apply to the land to which the development application relates,

The Coffs Central building has recently gone through a number of construction certificates where Building Code of Australia provisions have been considered, including measures within the building to facilitate egress and to restrict the spread of fire from the building to other buildings nearby. As a result of these recent Building Code of Australia assessments, the measures contained within the existing building are considered adequate. As a result it is not considered that any building upgrades consistent with Regulation 94 of the Environmental Planning and Assessment Regulation are required.

b. the likely impacts of that development, including environmental impacts, on both the natural and built environments, and social and economic impacts in the locality,

1. The natural environment

Several mature, planted trees on council land located between Harbour Drive and Duke Street, will be removed as part of the temporary bypass road construction, including native Swamp Oak and introduced Lemon-scented Gum. It is proposed to retain the stand of five mature Flooded Gums within the south-easterly portion of the site.

The proposal has been considered in relation to impact on ecological and biodiversity values resulting from the removal of vegetation. The ecological assessment report provided with the application considers relevant threatened species issues and planning considerations within the context of the limited habitat values of the site, relevant to Section 5A of the *Environmental Planning and Assessment Act 1979* and concludes that the development will not have a significant impact.

Koala habitat mapping

Remnant vegetation on the subject site is mapped as "Primary Koala habitat" under Council's Koala Plan of Management (KPOM).

Notwithstanding that koala food tree species do occur within the subject site, it is considered that the mapping is not indicative of the actual biodiversity value of the site. Neither the consultant ecologist or Council's Biodiversity officer found any evidence that koalas are using this site (e.g. faecal pellets and / or tree scratches). Whilst the subject site may have provided occasional foraging resources for koalas in the past, the site is not considered to provide a significant habitat resource for koalas.

2. Social Impacts

The development has the potential to result in some temporary adverse impacts during construction such as hindering pedestrian and vehicular access and affecting commercial trading. A number of conditions of development consent are proposed to minimise these impacts during construction.

It is considered that the long term benefits of the development including employment generation, improved shopping opportunities, urban design, pedestrian and vehicular access and flood management will outweigh any temporary disadvantages resulting from the development.

Attachment 1

c. the suitability of the site for the development,

The commercial development site is not currently utilised to its optimum potential. The proposed development will modernise and revitalise the precinct and make a positive contribution to the CBD. The site is considered suitable for the proposed development.

d. any submissions made in accordance with this Act or the regulations,

No public submissions were received following notification of the development in accordance with the requirements of Council's Development Control Plan.

The application was referred to the NSW Police Service for their comments with respect to safer by design issues. They had no specific recommendations for the development.

e. the public interest:

The assessment of the application has considered the public interest matters and determined that the proposal is acceptable and the impacts can be effectively managed through conditions of consent. The proposed development will make a positive contribution to the Coffs Central precinct and approval of the application is considered to be in the public interest.

DEVELOPMENT APPLICATION COFFS CENTRAL SHOPPING CENTRE - EXTENSION

63 Harbour Drive & 31 Vernon St, Coffs Harbour

MAY 2013
Job No. 1203

DA 00	COVER SHEET
DA 01	LOCATION PHOTO
DA 02	SITE LOCATION PLAN
DA 03	EXISTING PLANS
DA 04	PROPOSED FLOOR PLANS
DA 05	PROPOSED ROOF & AREA PLANS
DA 06	PROPOSED EXTERNAL WORKS PLAN
DA 07	EXTG AND PROPOSED ELEVS
DA 08	PROPOSED SECTIONS
DA 09	PROPOSED DETAIL SECTION & ELEV IMAGES
DA 10	PROPOSED SHADOW DIAGRAMS
DA 11	EXISTING SHADOW DIAGRAMS
DA 12	VIEWS SHEET 1
DA 13	VIEWS SHEET 2
DA 14	MATERIAL SAMPLE IMAGES



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PROJECT
**DEVELOPMENT APPLICATION
COFFS CENTRAL SHOPPING
CENTRE EXTENSION**
STREET ADDRESS
**63 Harbour Drive &
31 Vernon St**

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REV:	DATE:	ISSUE:	INITIALS:
D	05-06-13	DA	DW

CLIENT **Gowing Bro's Ltd
Suite 21 Jones Bay Wharf
26 - 32 Pirrama Road
Pymont NSW 2009**

DATE
MAY 2013

SCALE	DRAWN	DW
N.T.S.	VERIFIED	GW

TITLE **COVER SHEET**

Job No.	DRAWING No.	REV.
1203	DA 00	D



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PROJECT
DEVELOPMENT APPLICATION
COFFS CENTRAL SHOPPING
CENTRE EXTENSION
STREET ADDRESS
63 Harbour Drive &
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D	05-06-13	DA	DW
CLIENT			
Gowing Bro's Ltd			
Suite 21 Jones Bay Wharf			
26 - 32 Pirrama Road			
Pymont NSW 2009			

DATE
MAY 2013

SCALE	DRAWN	DW
N.T.S.	VERIFIED	GW

TITLE **VIEWS SHEET 1**

Job No.	DRAWING No.	REV.
1203	DA 12	D



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PROJECT
 DEVELOPMENT APPLICATION
 COFFS CENTRAL SHOPPING
 CENTRE EXTENSION
STREET ADDRESS
 63 Harbour Drive &
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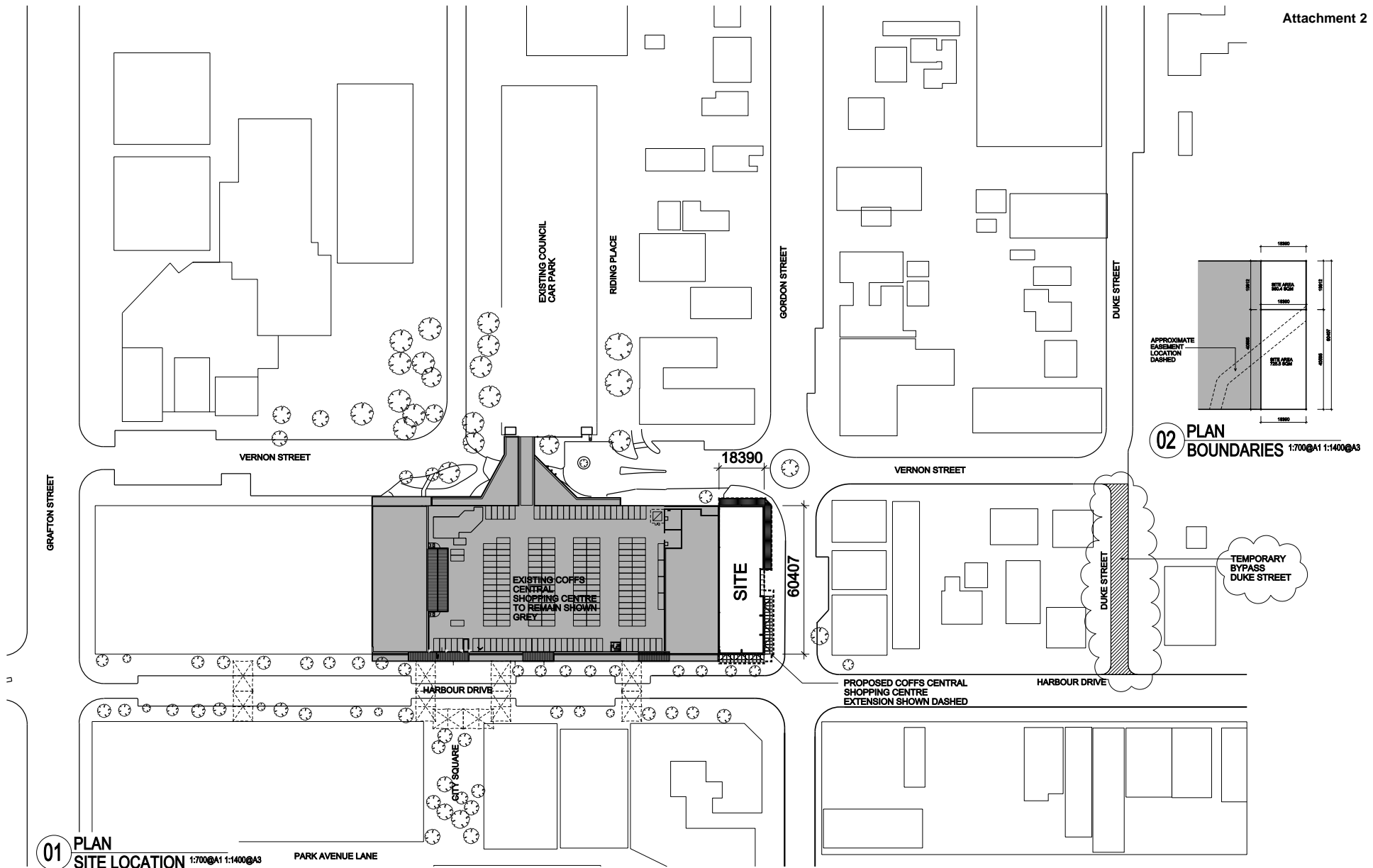
REV: D DATE: 05-06-13 ISSUE: DA INITIALS: DW
 CLIENT **Gowling Bro's Ltd**
 Suite 21 Jones Bay Wharf
 26 - 32 Pirrama Road
 Pyrmont NSW 2009

DATE
MAY 2013

SCALE N.T.S. DRAWN DW VERIFIED GW

TITLE **VIEWS SHEET 2**

Job No. **1203** DRAWING No. **DA 13** REV. **D**



01 PLAN SITE LOCATION 1:700@A1 1:1400@A3

02 PLAN BOUNDARIES 1:700@A1 1:1400@A3

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PROJECT
DEVELOPMENT APPLICATION
COFFS CENTRAL SHOPPING
CENTRE EXTENSION

STREET ADDRESS
63 Harbour Drive &
31 Vernon St

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REV:	DATE:	ISSUE:	INITIALS:
01	05-02-13	DA	DW
02	02-05-13	DUKE STREET TEMPORARY BYPASS ADDED	DW

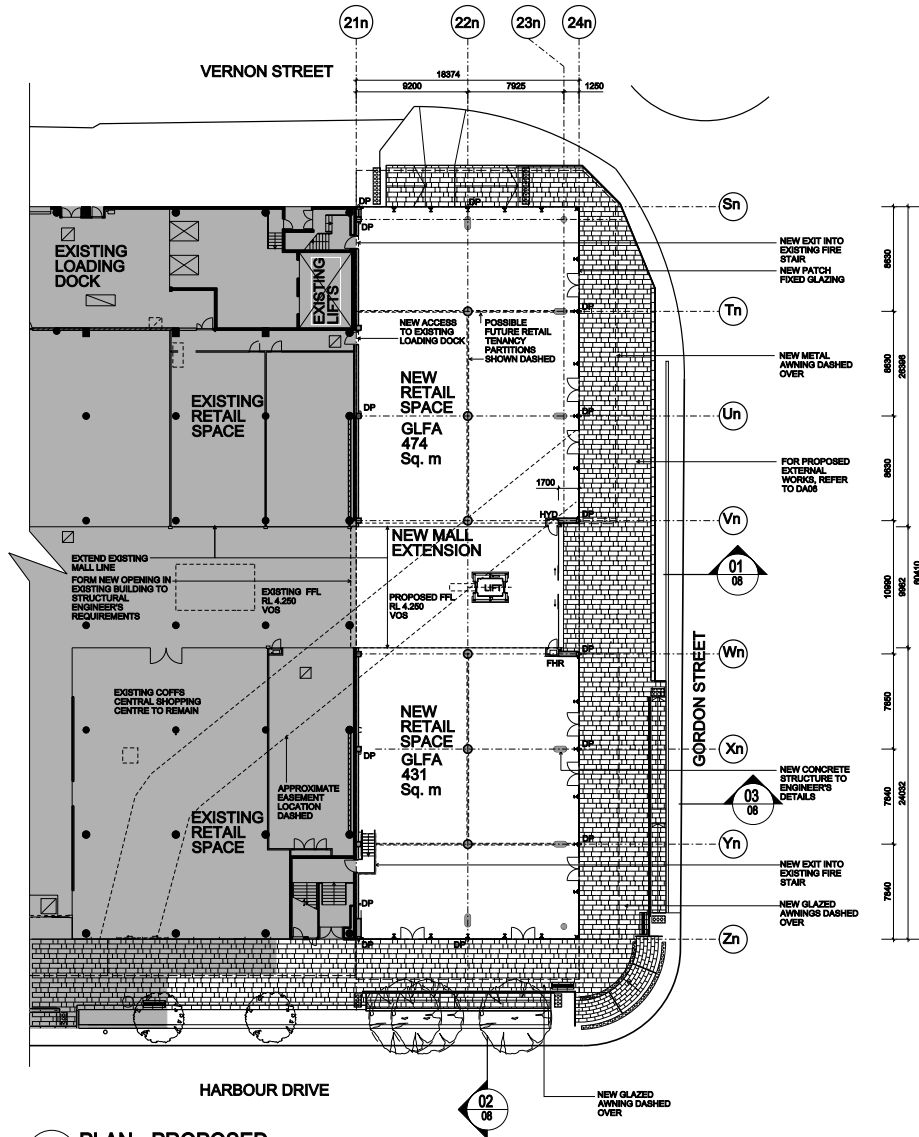
CLIENT **Gowing Bro's Ltd**
Suite 21 Jones Bay Wharf
26 - 32 Pirrama Road
Pymont NSW 2009

DATE
MAY 2013

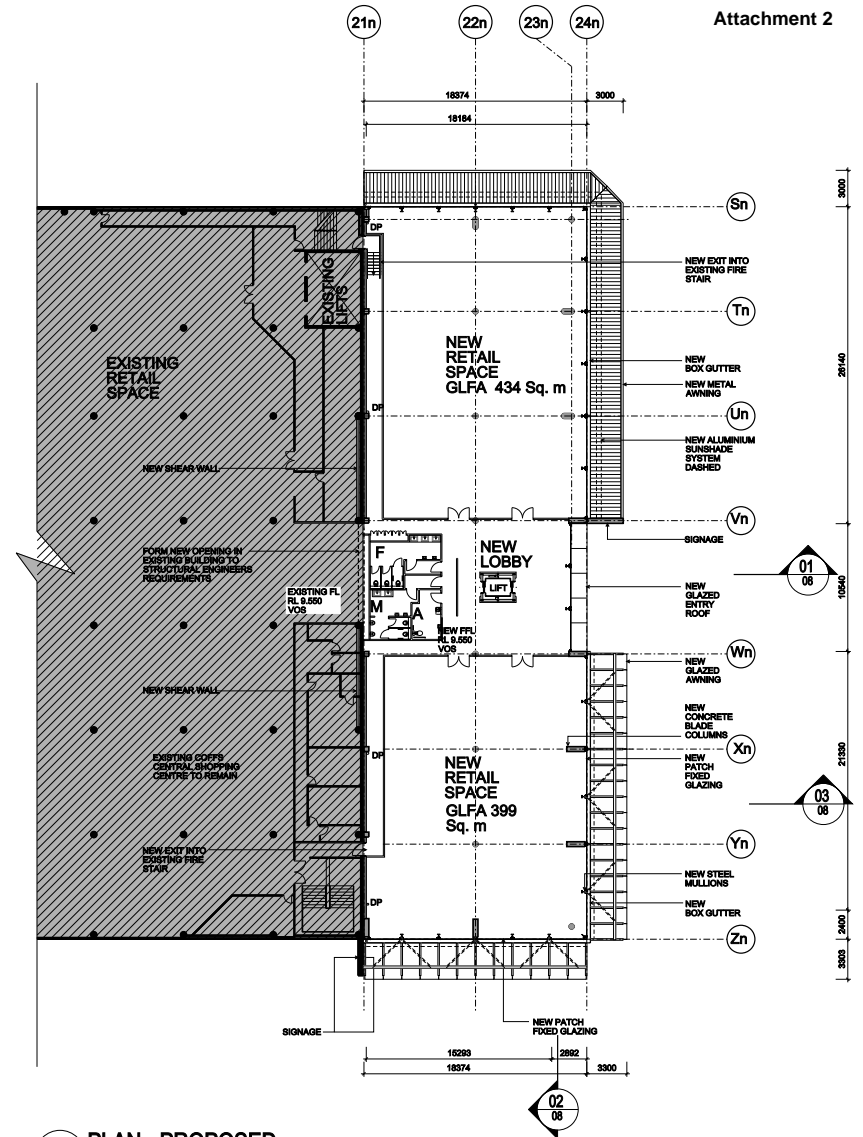
SCALE
1:1400 @ A3
1:700 @ A1

DRAWN DW
VERIFIED GW

TITLE	SITE LOCATION PLAN		
Job No.	DRAWING No.	REV.	
1203	DA 02	E	



01 PLAN - PROPOSED GROUND LEVEL 1:200@A1 1:400@A3



02 PLAN - PROPOSED LEVEL ONE 1:200@A1 1:400@A3

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PROJECT DEVELOPMENT APPLICATION
COFFS CENTRAL SHOPPING CENTRE EXTENSION
STREET ADDRESS
63 Harbour Drive & 31 Vernon St

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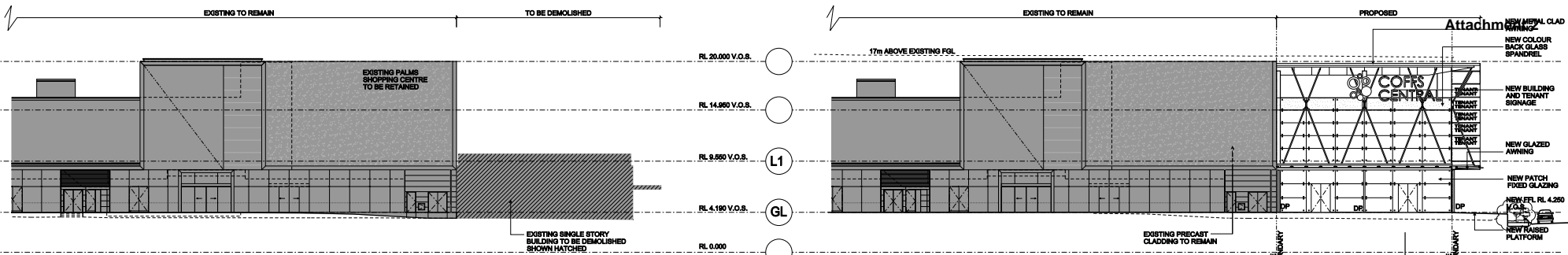
REV: D	DATE: 05-06-13	ISSUE: DA	INITIALS: DW
CLIENT: Gowling Bro's Ltd Suite 21 Jones Bay Wharf 26 - 32 Pirrama Road Pymont NSW 2009			

DATE
MAY 2013

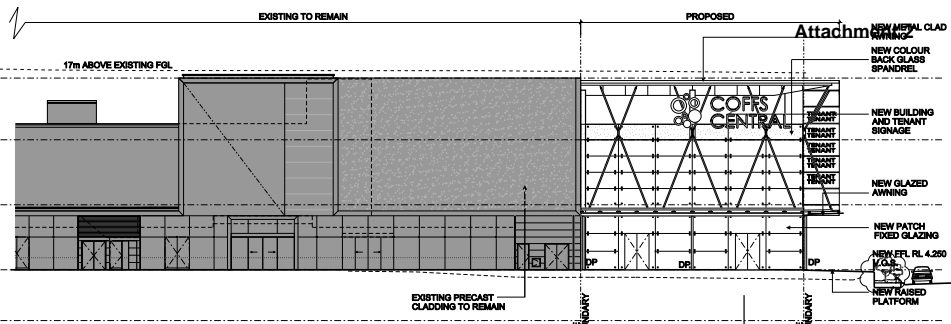
SCALE	DRAWN	DW
1:400 @ A3	DW	
1:200 @ A1	VERIFIED	GW

TITLE
PROPOSED FLOOR PLANS

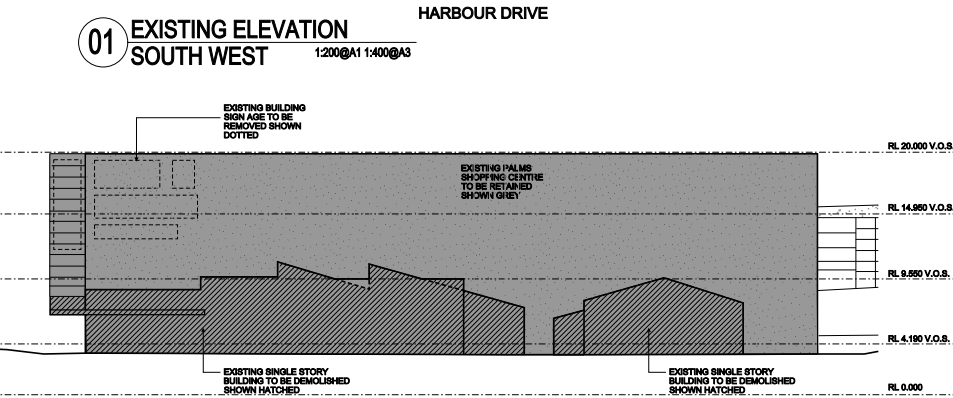
Job No.	DRAWING No.	REV.
1203	DA 04	D



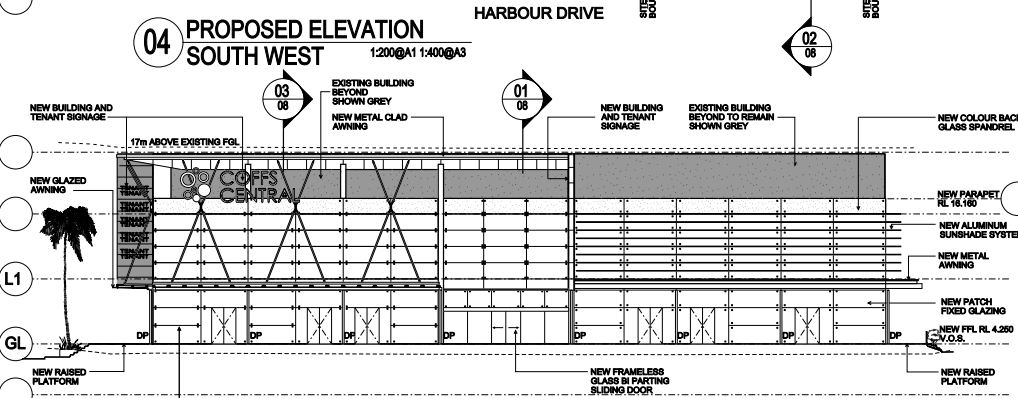
01 EXISTING ELEVATION SOUTH WEST 1:200@A1 1:400@A3



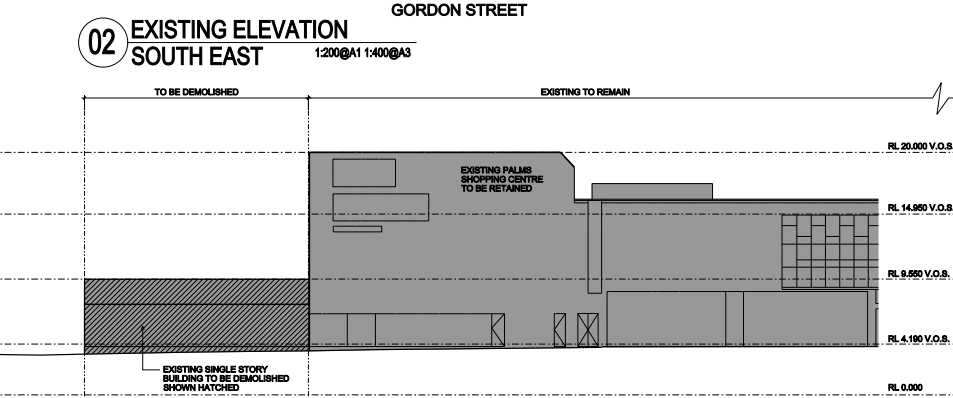
04 PROPOSED ELEVATION SOUTH WEST 1:200@A1 1:400@A3



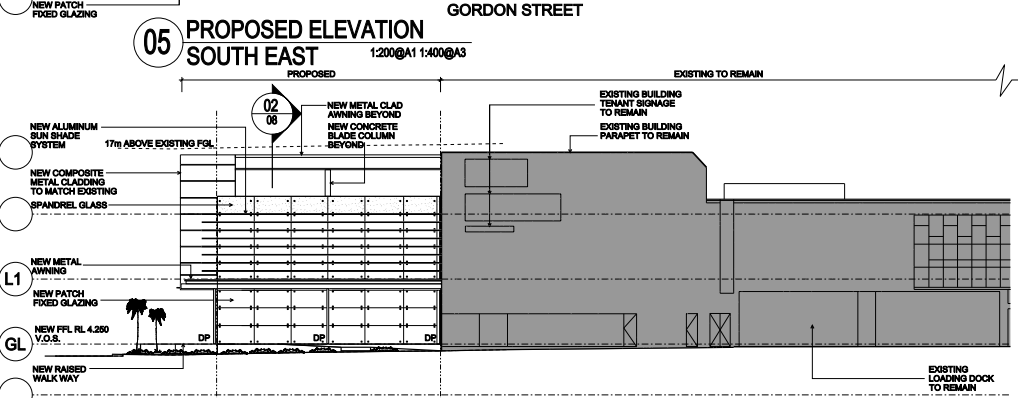
02 EXISTING ELEVATION SOUTH EAST 1:200@A1 1:400@A3



05 PROPOSED ELEVATION SOUTH EAST 1:200@A1 1:400@A3



03 EXISTING ELEVATION NORTH EAST 1:200@A1 1:400@A3



06 PROPOSED ELEVATION NORTH EAST 1:200@A1 1:400@A3

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PROJECT
DEVELOPMENT APPLICATION
COFFS CENTRAL SHOPPING CENTRE EXTENSION
STREET ADDRESS
63 Harbour Drive & 31 Vernon St

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REV:	DATE:	ISSUE:	INITIALS:
D	05-06-13	DA	DW
E	02-06-13	PLANTING NOTES DELETE RETAINING DW	

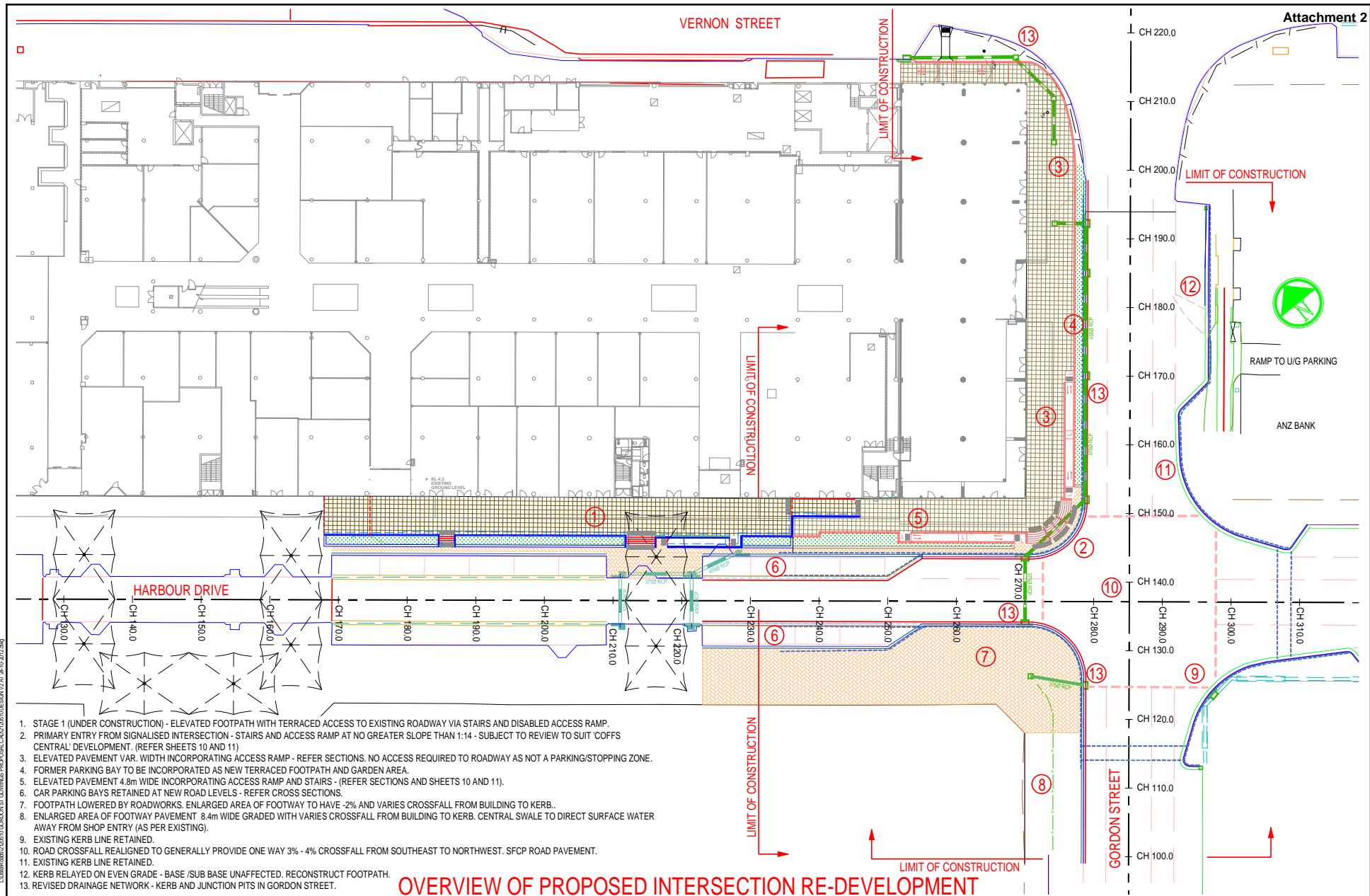
CLIENT **Gowling Bro's Ltd**
Suite 21 Jones Bay Wharf
26 - 32 Pirrama Road
Pymont NSW 2009

DATE
MAY 2013

SCALE DRAWN DW
VERIFIED GW

TITLE
EXISTING AND PROPOSED ELEVATIONS

Job No. **1203** DRAWING No. **DA 07** REV. **E**

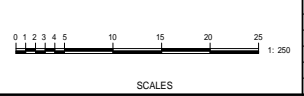


1. STAGE 1 (UNDER CONSTRUCTION) - ELEVATED FOOTPATH WITH TERRACED ACCESS TO EXISTING ROADWAY VIA STAIRS AND DISABLED ACCESS RAMP.
2. PRIMARY ENTRY FROM SIGNALISED INTERSECTION - STAIRS AND ACCESS RAMP AT NO GREATER SLOPE THAN 1:14 - SUBJECT TO REVIEW TO SUIT 'COFFS CENTRAL' DEVELOPMENT. (REFER SHEETS 10 AND 11)
3. ELEVATED PAVEMENT VAR. WIDTH INCORPORATING ACCESS RAMP - REFER SECTIONS. NO ACCESS REQUIRED TO ROADWAY AS NOT A PARKING/STOPPING ZONE.
4. FORMER PARKING BAY TO BE INCORPORATED AS NEW TERRACED FOOTPATH AND GARDEN AREA.
5. ELEVATED PAVEMENT 4.8m WIDE INCORPORATING ACCESS RAMP AND STAIRS - (REFER SECTIONS AND SHEETS 10 AND 11).
6. CAR PARKING BAYS RETAINED AT NEW ROAD LEVELS - REFER CROSS SECTIONS.
7. FOOTPATH LOWERED BY ROADWORKS. ENLARGED AREA OF FOOTWAY TO HAVE -2% AND VARIES CROSSFALL FROM BUILDING TO KERB.
8. ENLARGED AREA OF FOOTWAY PAVEMENT. 8.4m WIDE GRADED WITH VARIES CROSSFALL FROM BUILDING TO KERB. CENTRAL SWALE TO DIRECT SURFACE WATER AWAY FROM SHOP ENTRY (AS PER EXISTING).
9. EXISTING KERB LINE RETAINED.
10. ROAD CROSSFALL REALIGNED TO GENERALLY PROVIDE ONE WAY 3% - 4% CROSSFALL FROM SOUTHEAST TO NORTHWEST. SFCP ROAD PAVEMENT.
11. EXISTING KERB LINE RETAINED.
12. KERB RELAYED ON EVEN GRADE - BASE /SUB BASE UNAFFECTED. RECONSTRUCT FOOTPATH.
13. REVISED DRAINAGE NETWORK - KERB AND JUNCTION PITS IN GORDON STREET.

OVERVIEW OF PROPOSED INTERSECTION RE-DEVELOPMENT

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Datum:	A.H.D		
Grid:	GD94(MGA)		
Origin:	S.M		
Reference Plans:	D FOOTPATH PAVEMENT WIDENED AT GORDON/VERNON STREET CORNER	SMW	04/04/14
	C FOOTPATH AND DRIVEWAY ACCESS OUTSIDE ANZ BANK REVISED	SMW	11/02/14
	B DRAINAGE, PAVERS, RETAINING WALLS AND RAMPS REVISED	SMW	20/11/12
	A REVISED FOR AMENDED ROAD LINES, KERBS AND FOOTWAY AREA	SMW	01/11/12
Rev:	Amendments	Chkd:	Date



Survey	SW	MAY 2012	SIGNED APPROVALS ON ORIGINAL	
Designed	SW	JUNE 2012	Design Manager	
Drawn	SW	JUNE 2012	Construction Manager	
Checked	-	-	Strategic Planning Manager	
Status	PRELIMINARY			
Works No:	-			

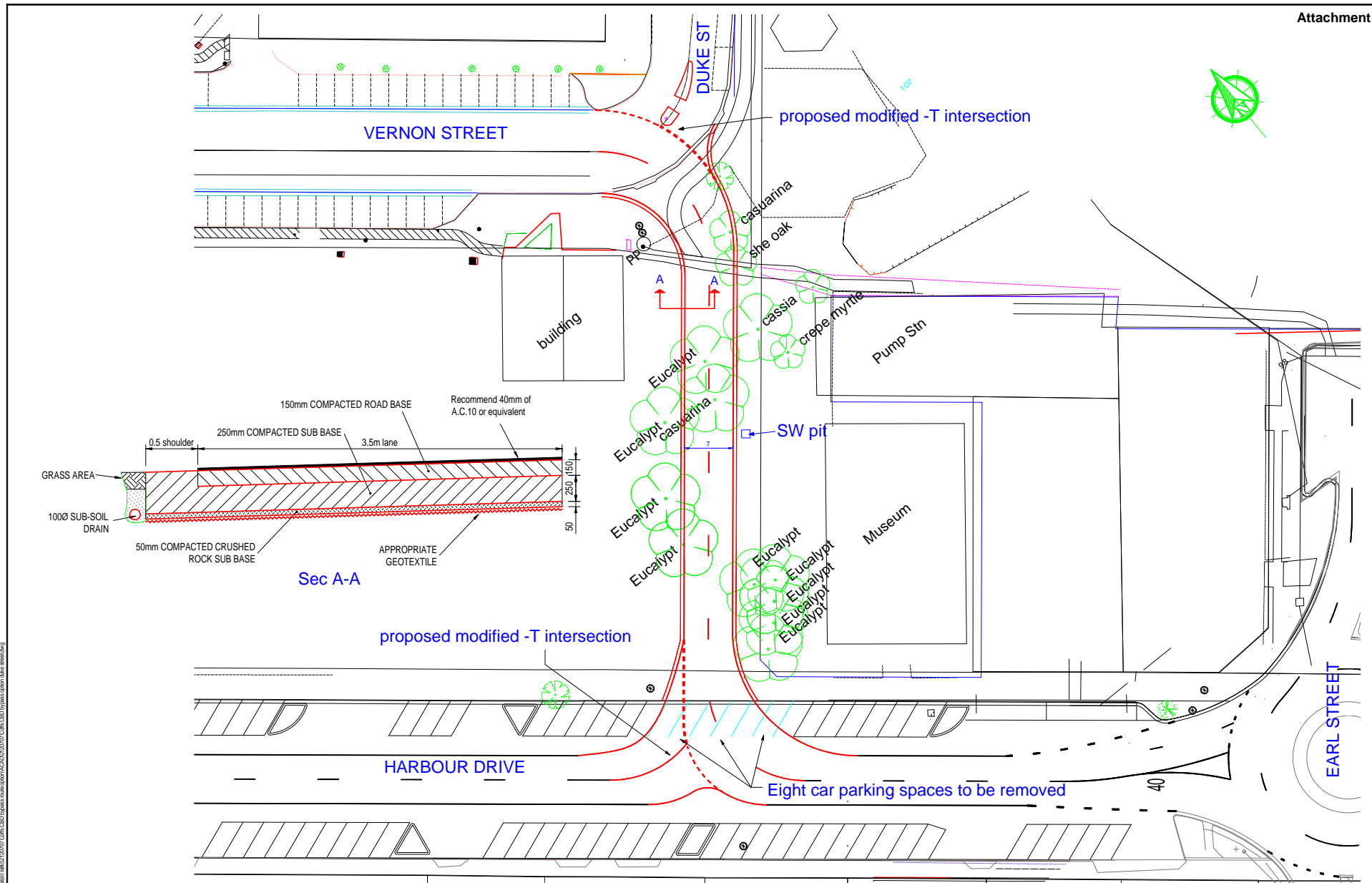
Locked Bag 155
Coffs Harbour NSW 2450
Ph (02)66484000 Fax (02)66484477
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coffs.council@chcc.nsw.gov.au

SURVEY AND DESIGN
BRANCH

HARBOUR DRIVE / GORDON STREET INTERSECTION
REDESIGN FOR SIGNALISED INTERSECTION
OVERVIEW OF GENERAL WORKS/ LIMITS OF WORKS
HARBOUR DRIVE. COFFS HARBOUR CBD

Council Plan No.	2120510
Sheet 1 of 15	
Size	A1
Rev.	D

WARNING - DO NOT CONSTRUCT FROM THIS PLAN UNLESS SIGNED AS APPROVED

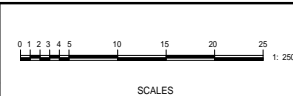


PLAN 1:250

L:\harbour\ref\2010707\council\CDI\hps\main\report\CA20120707\CDI\CDI\hps\report\date\main.dwg

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Datum:	A.H.D.		
Grid:	GD494(MGA)		
Origin:	S.M.		
Reference Plans:	-		
Rev.	Amendments	Chkd.	Date



Survey	BW	MAY 2012	SIGNED APPROVALS ON ORIGINAL
Designed	REF	JUNE 2012	Design Manager
Drawn	REF	JUNE 2012	Construction Manager
Checked	-	-	Strategic Planning Manager
Status	PRELIMINARY		
Works No.:	-		

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SURVEY AND DESIGN
 BRANCH

DUKE STREET
PROPOSED DUKE STREET ACCESS
BETWEEN VERNON ST AND HARBOUR DRIVE
COFFS HARBOUR CBD

Council Plan No.	2120707
Sheet 2 of 2	
Size	A1
Rev.	1

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City of Coff's Harbour
City Council

**LAND OF INTEREST
COFFS HARBOUR**

This map produced by GIS Section
Coffs Harbour City Council
User: amdmanda
Last Modified: 11/03/2014

-  Land Boundaries
-  Property Boundaries
-  Locality Boundaries


SCALE @ 60° 18' 20" S 1:1800



Meters

Coordinate System: GDA 1994 MGA Zone 56
Projection: Transverse Mercator
Datum: GDA 1994

GRID NTH



Aerial Photography
December 2009

Proposed Conditions Development Application No. 0960/13

Schedule of Conditions

ADMINISTRATIVE CONDITIONS

Development Description:

1. Development consent is granted only to carrying out the development described in detail below:
 - **Demolition of existing buildings and construction of Commercial Premise (4 Tenancies) and associated public infrastructure works.**

Prescribed Conditions:

2. The proponent shall comply with the prescribed conditions of development approval under Clauses 97A, 98, 98A - E of Environmental Planning and Assessment Regulation 2000 as are of relevance to this development.

Development is to be in accordance with approved plans:

3. The development is to be implemented in accordance with the plans and supporting documents set out in the following table except where modified by any conditions of this consent.

Plan No./Supporting Document(s)	Version	Prepared by	Dated
DA 02	E	Woodman Architects	2 August 2013
DA 04	D	Woodman Architects	8 May 2013
DA 05	D	Woodman Architects	8 May 2013
DA 06	E	Woodman Architects	2 August 2013
DA 07	E	Woodman Architects	2 August 2013
DA 08	E	Woodman Architects	2 August 2013
DA 09	D	Woodman Architects	8 May 2013
2120707	1	Coffs Harbour City Council	June 2012
2120510, Sheet 1	D	Coffs Harbour City Council	4 April 2014
2120510, Sheet 3	D	Coffs Harbour City Council	4 April 2014

In the event of any inconsistency between conditions of this development consent and the plans/supporting documents referred to above, the conditions of this development consent prevail.

The approved plans and supporting documents endorsed with the Council stamp and authorised signature must be kept on site at all times while work is being undertaken.

Development Application No. 0960/13**Schedule of Conditions**

Development in Accordance with Documents:

4. The development shall be undertaken in accordance with the following documents:
- (1) Statement of Environmental Effects, prepared by Hopkins Consultants dated September 2013.
 - (2) Traffic Study, prepared by Bitzios Consulting dated 25 July 2012.
 - (3) Flood Assessment, prepared by de Groot & Bensons Pty Ltd dated March 2012.
 - (4) Demolition Report prepared by Sydney Asbestos Consulting dated 13 March 2013.
 - (5) Ecological Assessment prepared by Ecological Australia dated 16 October 2013.

Planning Agreement, Commencement of Work and Surrender of this Consent:

5. The owner of the land shall enter into a planning agreement for the carrying out of the public works on the public land in accordance with the terms of the offer made by the owner of the land to the Council in letter dated 14 July 2014 to the Council (including the draft planning agreement attached to this letter).

No development (including any works that could be carried out without a construction certificate) except demolition works on private land, is to be carried out under this Consent until the planning agreement referred to above has been entered into and there has been no termination of that agreement under proposed clause 11.2 of the draft planning agreement attached to the letter to the Council dated 14 July 2014 (or any similar clause in the final planning agreement).

If either party terminates the planning agreement referred to above under proposed clause 11.2 of the draft planning agreement attached to the letter from the owner to the Council dated 14 July 2014 (or any equivalent clause) then the owner of the land or any person entitled to act on this consent must surrender this consent within 28 days from the date of the termination.

PRIOR TO THE ISSUE OF CONSTRUCTION CERTIFICATE**Construction Certificate:**

6. No building or road construction work is to commence on site until a Construction Certificate has been issued for the work and Council has been notified that a Principal Certifying Authority has been appointed.

Note: Separate Construction Certificates are to be obtained for the **building works** and any **civil works**.

Equitable Access:

7. The building is to be provided with access and facilities for people with disabilities.

The applicants' attention is directed to the *Disability (Access to Premises - Buildings) Standards 2010* and the Building Code of Australia.

Details indicating compliance must be submitted and approved by the certifying authority **prior to the issue of a Construction Certificate for building works.**

Development Application No. 0960/13

Schedule of Conditions

Road Design and Services (Building):

8. The following works:
- (a) roads;
 - (b) footpaths and pathways;
 - (c) water;
 - (d) sewer;
 - (e) stormwater drainage;
 - (f) flood mitigation works,

shall be provided to serve the development with the works conforming with the standards and requirements set out in Council's Development Design and Construction specifications and relevant policies (Water Sensitive Urban Design).

Plans and specifications are to be submitted to Council and a separate Civil Works Construction Certificate issued **prior to the issue of a Construction Certificate for the building works, unless otherwise advised by Council.** Plan submissions are to be accompanied by payment of prescribed fee.

Plans and specifications submitted later than six (6) months from the date of development consent shall comply with Council's current specifications at a date six (6) months prior to submission.

All work is to be at the developer's cost or in accordance with the Voluntary Planning Agreement where relevant.

Erosion and Sedimentation Control Plan:

9. An erosion and sediment control plan, together with a management strategy, detailing soil erosion and sediment control measures, shall be prepared by a qualified environmental or engineering consultant in accordance with the document Managing Urban Stormwater – Soils & Construction Volume 1 (2004) by Landcom. Details being submitted and approved by the Certifying Authority **prior to issue of the relevant Construction Certificate.**

Water Management Act 2000:

10. **The Construction Certificate for building works not being released** until a Certificate of Compliance pursuant to Division 5 of Part 2 of Chapter 6 of the Water Management Act 2000 evidencing that adequate arrangements have been made for the provision of water and sewerage services to and within the development is produced to Council.

The current contribution rate is:

	Amount/m ²	Total
	\$	\$
Works to satisfy increased demand within the area for 917.4 square metres of commercial development		
Water	29.02	26,622.95
Sewer	27.75	25,457.85
TOTAL AMOUNT PAYABLE		52,080.80

Development Application No. 0960/13**Schedule of Conditions**

Outdoor Lighting:

11. All outdoor lighting shall comply with, where relevant, AS/NZ 1158.3:1999 "*Pedestrian Area (Category P) Lighting*" and Australian Standard AS 4282:1997 "*Control of the Obtrusive Effects of Outdoor Lighting*". Details demonstrating compliance with these requirements being submitted to the satisfaction of Council or the accredited certifier **prior to issue of the relevant Construction Certificate.**

Pre-Construction Dilapidation Reports

12. The Applicant is to engage a qualified structural engineer to prepare a Pre-Construction Dilapidation Report detailing the current structural condition of all retained existing and adjoining buildings to a distance of 30 metres beyond the limit of the roadworks. Any entry into private land is subject to the consent of the owner(s) and any inspection of buildings on privately affected land shall include details of the whole building where only part of the building may fall within 30 metres of the roadworks. The report shall be submitted to the satisfaction of the Certifying Authority prior to the issue of the relevant Construction Certificate for below ground works. A copy of the report is to be forwarded to Council.

In the event that access for undertaking a Pre-Construction Dilapidation Report is denied by an adjoining owner, the Applicant must demonstrate, in writing, that all reasonable steps have been taken to obtain access and advise the affected property owner of the reason for the report and that these steps have failed.

PRIOR TO COMMENCEMENT OF WORKS**Site Notice:**

13. Prior to commencement of works a site notice(s) shall be prominently displayed at the boundaries of the site for the purposes of informing the public of the development details including but not limited to:
 - (1) Details of the Principal Contractor and Principal Certifying Authority for all stages of the development;
 - (2) The approved hours of work;
 - (3) The name of the site/project manager, the responsible managing company (if any), its address and 24 hour contact phone number for any inquiries, including construction noise complaints are to be displayed on the site notice; and
 - (4) To state that unauthorised entry to the site is not permitted.

Notice to be Given Prior to Commencement / Earthworks:

14. The Principal Certifying Authority and Council shall be given written notice, at least 48 hours prior to the commencement of earthworks on the site.

Development Application No. 0960/13**Schedule of Conditions**

15. The Principal Certifying Authority is to be given a minimum of 48 hours notice prior to any critical stage inspection or any other inspection nominated by the Principal Certifying Authority via the notice under Section 81A of the Environmental Planning and Assessment Act 1979.

Contact Telephone Number:

16. Prior to the commencement of the works for each stage of the development, the proponent shall forward to Council a 24 hour telephone number to be operated for the duration of the construction works.

Erosion and Sediment Control:

17. Prior to commencement of work on the site for each stage of the development, erosion and sedimentation control measures are to be installed and operational including the provision of a “*shake down*” area where required to the satisfaction of the Principal Certifying Authority.

Acid Sulfate Soils:

18. An Acid Sulfate Soils assessment is to be carried out prior to;
- a) works more than two metres below the natural ground surface, or
 - b) works by which the water table is likely to be lowered more than two metres below the natural ground surface;
- to determine if Acid Sulfate Soils are present in areas of excavation.

Where Acid Sulfate Soils are identified an Acid Sulfate Soils Management Plan is to be prepared in accordance with ASSMAC Manual and is to be approved by Council prior to the commencement of works.

Demolition Works:

19. All works including (where relevant) the handling and disposal of materials containing asbestos, are to be undertaken in accordance with the relevant requirements of WorkCover NSW, the Occupational Health and Safety Act and Australian Standard AS 2601-2001 “The Demolition of Structures”.

Prior to demolition all services are to be disconnected and capped off. Disconnection of any sewer drainage lines shall be sealed to prevent ingress of water and debris into the sewerage system.

Where water and sewerage services are no longer required the required fee for disconnection being paid to Coffs Harbour Water prior to the commencement of any demolition work.

Development Application No. 0960/13**Schedule of Conditions**

Demolition Bond:

20. A damage deposit and administration fee as determined by Council's Fees and Charges Schedule shall be lodged with Council as a bond to cover possible damage to Council's property that may result during the removal of demolition material from the site. The deposit is to be lodged with Council and arrangements made for a dilapidation survey to be undertaken to assess the condition of Council property adjoining the land prior to the commencement of demolition work.

Sanitary Plumbing and Draining:

21. A separate application is to be made to Council by the licensed plumber and drainer prior to the commencement of any sanitary plumbing and drainage work on site.

Tree Protection Plan:

22. A Tree Protection Plan prepared in accordance with Australian Standard AS 4970-2009 '*Protection of Trees on Development Sites*' being submitted to Council prior to the commencement of any works.

The Plan shall be prepared by a qualified Arborist and should identify all significant indigenous native trees, including all trees to be retained and removed. The Plan should also include a protection strategy for retained vegetation, amelioration measures if works are to be undertaken within the critical root zone and details relating to removal techniques.

Construction Management Plan:

23. **Prior to commencement of building works** a Construction Management Plan shall be prepared and submitted to Council for its information. The Plan shall address the following matters:
- i) Contact details of site manager;
 - ii) Traffic and pedestrian management;
 - iii) Construction waste and recycling management;
 - iv) Construction Noise Management;
 - v) Dust control measures;
 - vi) Loading and unloading, including construction zones where relevant;
 - vii) Measures to ensure sediment and other materials are not tracked onto the public roadway by vehicles leaving the site;
 - viii) Hoardings and scaffolding;
 - ix) Traffic movements and routes, particularly for vehicles transporting spoil from excavation of site and vehicles supplying the site with major concrete pours;
 - x) Construction workers parking and construction shed(s) locations.

Development Application No. 0960/13**Schedule of Conditions**

Pedestrian Management Plan:

24. **Prior to the commencement of any work** within the public road (Harbour Drive) a pedestrian management plan is to be submitted to Council and approved. The plan is to be prepared in consultation with Council's City Services Section.

DURING CONSTRUCTION**Approved Plans to be On-Site:**

25. A copy of the approved and certified plans, specifications and documents incorporating the conditions of approval and certification shall be kept on the site at all times and shall be readily available for perusal by any officer of Council or the Principal Certifying Authority.

Protection of Trees On-Site:

26. All trees on site that are to be retained are to be suitably protected in accordance with Australian Standard AS 4970-2009 '*Protection of Trees on Development Sites*' by way of tree guards, barriers or other measures as necessary to protect root system, trunk and branches, during construction of any stage of the project.

Waste and Contamination:

27. The exportation of waste (including fill or soil) from the site must be in accordance with the provisions of the *Protection of the Environment Operations Act 1997* and the Office of Environment and Heritage "*Waste Classification Guidelines*".

Any new information that comes to light during remediation, demolition or construction works which has the potential to alter previous conclusions about site contamination must be immediately notified to the Council and the Principal Certifying Authority.

Fill:

28. All fill is to be placed in accordance with the requirements of Council's Development Design and Construction Specifications and the approved Sediment and Erosion Control Plan.

Importation of Fill:

29. The only fill material that may be received at the development is:
- a) Virgin excavated natural material (within the meaning of the Protection of the Environment Operations Act);
 - b) Any other waste-derived material the subject of a resource recovery exemption under Clause 51A of the Protection of the Environment Operations (Waste) Regulation 2005 that is permitted to be used as fill material, excluding waste tyre.

Any waste-derived material the subject of a resource recovery exemption received at the development site must be accompanied by documentation as to the material's compliance with the exemption conditions and must be provided to the Principal Certifying Authority on request.

Development Application No. 0960/13**Schedule of Conditions**

Erosion and Sediment Control:

30. All erosion and sediment control measures, as designed in accordance with the approved plans are to be effectively implemented and maintained at or above design capacity for the duration of the construction works for each stage of the project, and until such time as all ground disturbance by the works has been stabilised and rehabilitated so that it no longer acts as a source of sediment.

Hours of Work:

31. The hours of construction for all stages of the development, including delivery of materials to the site, shall be restricted as follows:
- (1) Between 7:00am and 6:00pm , Mondays to Fridays inclusive;
 - (2) Between 7:00am and 1:00pm, Saturdays (if inaudible from adjoining residential properties, otherwise between 8.00 a.m. and 1.00 p.m);
 - (3) No construction work on Sundays and Public Holidays.

Works may be undertaken outside these hours where:

- (1) The delivery of materials is required by the Police or other authorities;
- (2) It is required in an emergency to avoid the loss of life, damage to property or to prevent environmental harm;
- (3) The work is approved through the Construction Noise and Vibration Management Plan; and residents likely to be affected by the works are notified of the timing and duration of these works at least 48 hours prior to the commencement of works.
- (4) A separate written request for variations to these hours has been submitted to Council and approved. The request is to detail proposed hours, days and reasons to justify the variation.

Cultural Heritage:

32. In the event that future works during any stage of the development disturb Aboriginal Cultural materials, works at or adjacent to the material must stop immediately. Temporary fencing must be erected around the area and the material must be identified by an independent and appropriately qualified archaeological consultant. The Office of Environment and Heritage (OEH), Northern Aboriginal Heritage Unit and the Aboriginal Stakeholder groups must be informed. These groups are to advise on the most appropriate course of action to follow. Works must not resume at the location without the prior written consent of the OEH and Northern Aboriginal Heritage Unit and the Aboriginal Stakeholder groups.

Acid Sulfate Soil Management:

33. Any Acid Sulfate Soil Management Plan that has been prepared shall be implemented in full, with consideration to the following:
- (1) Consideration shall be given to impacts on adjacent areas of Potential Acid Sulfate Soils with regard to dewatering activities during earthworks and construction.

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- (2) Any stormwater collected within the bunded treatment area must not be discharged to the stormwater system without the results of quality testing which demonstrates that the water satisfies ANZECC and NEPM Guidelines, particularly with regard to suspended solids, pH, aluminium and related parameters (the water must not contain any visible sediments).
- (3) All work undertaken on the site and with regard to implementing the Management Plan shall be undertaken in accordance with the approved sediment and erosion plan.
- (4) Approval for any variations/deviations from the Management Plan is to be sought from Council prior to implementation.

Finished Floor Level:

- 34. The finished floor level of the ground floor of the building is to be a minimum of 4.2 metres Australian Height Datum and a registered surveyor's certificate certifying such level is to be submitted to the Principal Certifying Authority prior to works proceeding beyond ground floor level.

Timing of works to mitigate flooding impacts

- 35. No works that will increase the risk of flooding are to occur prior to works that will have the effect of mitigating flood impacts. In this regard, no construction works that will raise footpath levels are to occur until works that will lower the level of the Harbour Drive/Gordon Street intersection have been completed.

PRIOR TO ISSUE OF OCCUPATION CERTIFICATE

Road Design and Services:

- 36. The following works:
 - (a) roads;
 - (b) footpaths and pathways;
 - (c) water;
 - (d) sewer;
 - (e) stormwater drainage;
 - (f) flood mitigation works,

being provided to serve the development with the works conforming with the standards and requirements set out in Council's Development Design and Construction specifications and relevant policies (WSUD).

These works are to be completed **prior to the issue of an Occupation Certificate.**

All work is to be at the developer's cost or in accordance with the Voluntary Planning Agreement where relevant.

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Occupation Certificate:

37. A person must not commence occupation or use of the new building **prior to obtaining an Occupation Certificate** from the Principal Certifying Authority.

Registration of Planning Agreement on Property Title

38. **Prior to the issue of any occupation certificate**, the Applicant shall provide, to the principal certifying authority and Council, evidence of registration of the planning agreement on the property title with NSW Land and Property Information.

Consolidation:

39. The lots subject to this application, being consolidated to ensure that all existing and proposed works are located within the property boundaries of the one lot. Evidence of lodgement of a plan of consolidation being submitted to Council or the certifying authority **prior to issue of the Occupation Certificate**.

Post-Construction Dilapidation Report

40. **Prior to the issue of an occupation certificate:**
- a. The Applicant shall engage a suitably qualified person to prepare a post-construction dilapidation report at the completion of the construction works. This report to ascertain whether the construction works created any structural damage to adjoining buildings.
 - b. The report is to be submitted to the Principal Certifying Authority. In ascertaining whether adverse structural damage has occurred to adjoining buildings, the Principal Certifying Authority must:
 - i. compare the post-construction dilapidation report with the pre-construction dilapidation report required by these conditions and
 - ii. have written confirmation from the relevant authority that there is no adverse structural damage to their infrastructure and roads.
 - c. A copy of this report is to be forwarded to Council.

Flooding Mitigation Further Details

41. Road works and overland flow paths to be constructed as assessed in the 'Flood Impacts for Gowings Pty Ltd, March 2012, de Groot and Benson'.

Footpath redesign and construction to raise the access into the ANZ bank underground car park by a minimum of 50mm.

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OPERATIONAL MATTERS

Loading and Unloading:

- 42. All loading and unloading activities associated with the use of the premises being carried out wholly within the site at all times.

Use:

- 43. Use of any tenancy of the development, for a purpose other than as a shop, requires separate development consent prior to operation.

Noise:

- 44. Noise emanating from the premises shall at all times be in accordance with the provisions of the *Protection of the Environment (Operations) Act 1997*.

ADVISORY NOTES

Other Approvals and Permits

- 45. The Applicant shall apply to the council for all necessary permits including crane permits, road opening permits, hoarding or scaffolding permits, footpath occupation permits and/or any other approvals under Section 68 (Approvals) of the Local Government Act, 1993 or Section 138 of the Roads Act, 1993.
- 46. Prior to commencement of any works in the public road reserve, application being made to Council under the Roads Act 1993 and approval being issued by Council for these works. The application will require the submission of a Traffic and Pedestrian Management Plan (TPMP) and a Communication Strategy. The TPMP is to be prepared in accordance with AS 1742.3 (2009) and the RTA publication "Traffic Control at Works Sites" Version 4 (2010) and shall be prepared by a suitably qualified and experienced traffic consultant. The TPMP and Communication Strategy shall address, but not be limited to, the following matters;
 - Management of vehicles using Harbour Drive between the Pacific Highway and the works approaching Gordon Street.
 - Management of vehicles using Harbour Drive between Earl Street and the works approaching Gordon Street.
 - Management of vehicles using Harbour Drive during the construction of the intersection with the extended Duke Street.
 - Management of vehicles using Gordon Street south of the works approaching Harbour Drive.
 - Management of vehicles using Gordon Street north of the works approaching Vernon Street.
 - Management of vehicles using Gordon Street between Vernon Street and Harbour Drive normally gaining access to parking facilities accessible from Gordon Street.
 - Pedestrian movements through the work site and for access to businesses fronting the areas affected by the work site.

PLANNING AGREEMENT

SECTION 93F OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Dated

BETWEEN

Coffs Harbour City Council

(Council)

2 Castle Street, Coffs Harbour, New South Wales, 2450

And

Gowing Bros. Limited ACN 001 010 471

(Developer)

Suite 21, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont, New South Wales, 2009

Parties to the Agreement

Coffs Harbour City Council of 2 Castle Street, Coffs Harbour, New South Wales, 2450 (Council); and

Gowing Bros Limited ACN 001 010 471 of Suite 21, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont, New South Wales, 2009 (the Developer).

Background

- A. The Developer is the owner of private land on which the “Coffs Central Development” is located. The Developer proposes to carry out development to extend the Coffs Central Development.
- B. The Council is a Council constituted under the Local Government Act 1993.
- C. The Council is the owner of public roads adjoining the Coffs Central Development.
- D. The Developer has agreed to make development contributions for works on these public roads in connection with the carrying out of approved development to extend Coffs Harbour Development.
- E. The development contributions will involve the Developer carrying out the agreed works on the public road in accordance with an agreed costs sharing arrangement with the Council.
- F. As part of the development application for the development the Developer has offered to enter into this agreement.

Operative Provisions

1. Planning Agreement Under the Act

The Parties agree that this Agreement is a Planning Agreement governed by subdivision 2 of Division 6 of Part 4 of the Act.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless the context otherwise requires:

Act means the Environmental Planning and Assessment Act 1979 (NSW) (as amended).

Bank Guarantee means an irrevocable and unconditional undertaking in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) One of the following trading banks:

- (i) Australia and New Zealand Banking Group Limited
 - (ii) Commonwealth Bank of Australia
 - (iii) Macquarie Bank
 - (iv) National Australia Bank Limited
 - (v) St George Bank Limited
 - (vi) Westpac Banking Corporation; or
- (b) any other financial institution approved by the Council in its absolute discretion.

Builder means the civil contractor to be engaged by the Developer in accordance with clause 10 to carry out the Public Works

Certificate of Claim means a progress claim for a progress payment for works completed and certified by the Superintendent under clause 13.3.

Construction Certificate has the same meaning as in the Act

Contract means the contract to carry out the Public Works as referred to in clause 10.

Contract Price means the contract price that the Developer notifies to the Council in accordance with clause 10.5 of this Agreement.

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Defects Liability Period means the period 12 months from the date on which the Practical Completion of the Public Works is achieved in accordance with clause 14.

Developer means Gowing Bros. Limited ACN 001 010 471

Development means the expansion of Coffs Central Re- Development to include the 'LifeHouse' and other offsite civil works to improve pedestrian access, safety, flooding and traffic control in accordance with the Development Consent.

Development Application means the development application lodged together with this Voluntary Planning Agreement for the Development and the Public Works and includes all plans, reports, models, and other supplementary information submitted to the consent authority and pertaining to the determination of this development application.

Development Consent means any development consent granted by the Council to the Development Application for the Development and the Public Works and includes any modifications made under the Act.

Development Contribution means the development contribution to be made by the Developer as referred to in clause 7 of this Agreement.

Estimated Costs is the estimated costs of the Public Works as set out in Schedule B to this Agreement.

Final Costs means the final costs of the Public Works as determined in accordance with clause 14 of this agreement inclusive of variations agreed to between the parties
GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 and any other Act or regulation relating to the imposition or administration of the GST.

Final Occupation Certificate has the same meaning as in the Act.

Party means a party to this agreement, and includes their successors and assigns.

Practical Completion means Practical Completion in accordance with clause 14.

Private Land means the land known as lot 8 DP 758258, lot 1 DP 796866 and lot 1 DP 421199 located on the Corner of Harbour Drive and Gordon Street, Coffs Harbour and known as the "Coffs Central Development" and including the "Life House".

Public Benefits means the public benefits identified in Schedule C of this Planning Agreement.

Public Land means those parts of the Council road reserves for Harbour Drive and Gordon Street on which the Public Works are to be carried.

Public Works means the building, engineering, or construction works to be carried out on the Public Land as referred to in Schedule A to this Agreement by the Developer in accordance with this agreement.

Quantity Surveyor means a duly qualified quantity surveyor of at least five (5) years experience in the assessment of building materials and construction costs.

Rectification Notice means a notice in writing that identifies a defect in the Public Work and requires rectification of the defect within a specified period of time.

Regulation means the Environmental Planning and Assessment Regulation, 2000 (as amended).

RMS means the NSW Department of Transport - Roads and Maritime Services

Security means an amount of \$1,000,000.00 (or such other amount as the Developer and the Council agree in writing) as a Bank Guarantee or such other kind of security as is agreed by the Council in its absolute discretion.

Superintendent means an independent organisation or person appointed by agreement between the parties to carry out contract administration (in accordance with AS4000) for the contract referred to in clause 10

2.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, Schedule or attachment is a reference to a clause, part, Schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other gender.
- (k) References to the word “include” or “including” are to be construed without limitation.
- (l) A reference to this Agreement includes the Agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party’s successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

3. Application of this Agreement

3.1 This Agreement applies to the Public Land, the Private Land and the Development.

4. Operation of this Agreement

4.1 This Agreement takes effect on execution of this Agreement.

5. Application of s94 and s94A of the Act to the Development

5.1 This Agreement does not exclude the application of sections 94, 94A or 94EF of the Act to the Development.

5.2 The Development Contribution provided by the Developer under this Agreement will not be taken into consideration in determining any development contribution under section 94 of the Act for the Development

6. Registration of this Agreement

6.1 The Parties agree to register this Agreement on the Private Land subject to obtaining the Agreement of the persons specified in s93H(1) of the Act to registration.

6.2 The Developer is to use its reasonable endeavours to obtain the consent of the persons specified in s93H (1) of the Act to registration of this Agreement.

6.3 If the Agreement of the persons specified in s93H (1) of the Act to registration of this Agreement is obtained, the Parties are to do such things as are reasonably necessary to enable registration to occur.

6.4 The Developer agrees that:

(a) the Council has a caveatable interest in the Private Land arising from this Agreement and shall be entitled to lodge and maintain a caveat on the title of the Private Land; and

(b) it will consent to and not object to the Council lodging and maintaining a caveat over the Private Land until such time as this Agreement is registered in accordance with this Agreement.

7. Contributions Under this Agreement

7.1 Subject to clause 7.3 the Developer agrees to construct and carry out the Public Works.

7.2 The Developer will engage through tender and contract with the Builder to carry out the Public Works in conjunction with the Developer carrying out the Development.

7.3 The Developer agrees to pay 33% of the Final Costs of the Public Works

- 7.4 The Council agrees to pay 67% of the Final Costs of the Public Works.
- 7.5 The Estimated Costs of the Public Works is approximately \$2,530,000.00 excluding GST as determined by the Quantity Surveyors Assessment as set out in Schedule B.

8. Application of Development Contributions

- 8.1 The parties acknowledge that:
 - (a) the relevant public purpose for this Agreement is the carrying out of the Public Works;
 - (b) the carrying out of the Public Works by the Developer is the provision of a material public benefit; and
 - (c) the public benefit of the Public Works being carried out is set out in Schedule C.

9. Owners Consent for Development Application

- 9.1 The Council agrees to give owners consent to the Development Application (which will include the Public Works):

10. Contract for the Public Works

- 10.1 The Developer agrees to carry out the Public Works in conjunction with the Development.
- 10.2 The Council is to provide to the Developer within 28 days from the date of the Development Consent, the final plans, specifications and details for the Public Works including any information known to the Council about any public utilities in on over or under the Public Land. These plans, specifications and details must be the subject of the tender for the Public Works referred to in clause 10.3.
- 10.3 The Developer shall appoint and contract with the Builder after inviting tender submissions for the construction of the Public Works from suitably qualified and experienced civil engineering contractors.
- 10.4 The Developer and the Council agree to jointly appoint an appropriately qualified person to be the independent Superintendent for the Contracts for the Public Works.
- 10.5 The final version of the Contract to carry out the Public Works must be approved by the Council prior to inviting the tender submissions and must include provisions, covering:

- (a) the plans, specifications and details as referred to in clause 10.2;
- (b) appropriate insurances protecting the Public Land before and during the carrying out of the Public Works;
- (c) the obtaining of any necessary approvals from RMS or other authorities for any of the Public Works;
- (d) traffic and pedestrian management before and during the carrying out of Public Works;
- (e) the transfer (by assignment, novation or other appropriate means) to the Council at the Council's discretion of:
 - (i) the Developers rights under the Contract with the Builder in the event that the Developer ceases to carry on business, goes into liquidation or if a provisional liquidator or receiver or official manager is appointed or if a resolution is passed to wind up or a deed of company arrangement or scheme of arrangement is entered into or an appointment of an administrator or a mortgagee takes possession of the private land; and
 - (ii) the Developers rights to enforce any claim, right, action or suit (where the statutory or; (at common law or equity) against the Builder for any defects in the Public Works which arise after the Defects Liability Period;

together with appropriate warranties from the Builder agreeing to these transfers.

- (f) the appointment of the agreed independent Superintendent (as determined under clause 10.4) as the Superintendent for the contract for the Public Works.
- (g) any necessary installation, upgrading or changes to any public utilities or services within the Public Land.
- (h) provisions for the payment of any GST.
- (i) a defects liability period and rectification of defects in this period
- (j) tests and certifications for the Public Works required to be carried out before Practical Completion.
- (k) indemnities from the Builder to the Developer and the Council against any loss and damage arising out of or as a consequence of or in connection with the carrying out of the Public Works and the indemnity to the Council also being contained in a separate deed between the Council, the Developer and the Builder.
- (l) any other clauses reasonably required by the Council to give effect to the intentions and requirements of the above matters.

- 10.6 Before the Developer enters into the Contract to carry out the Public Works but after receiving tender submissions under clause 10.3 the Developer must advise the Council of the Contract Price for the Public Works and obtain a Council resolution to proceed with the contract.

11. Termination of this Agreement Prior to Commencement of Public Works

- 11.1 If the Contract Price for the Public Works (as referred to in clause 10.6) exceeds the Estimated Costs by more than 20% of the Estimated Costs then either party may elect to terminate this Agreement prior to commencement of the Public Works.
- 11.2 The election to terminate the Agreement under clause 11.1 must be in writing and can only be exercised by either party within a period of 30 days from the date of the notification of the Contract Price (under clause 10.6).
- 11.3 The Developer agrees that no development (including any development that may be carried out without a construction certificate) approved by the Development Consents will be commenced:-
- (a) prior to any election time for the termination of the agreement under clause 11.2 expires (except for demolition on the Private Land); or
 - (b) after any termination of the agreement in accordance with clause 11.2.
- 11.4 If either party terminates the agreement under clause under 11.2 then the developer agrees to surrender or cause to be surrendered any Development Consent for the Development in accordance with s104A of the Act within 28 days from the termination of the agreement from clause 11.2
- 11.5 If this Agreement is terminated under this clause then the Council will remove any caveat and consent to the registration of this Agreement being removed from the title for the Private Land.

12. The Timing of the Public Works

- 12.1 The Developer must carry out the Public Works after any construction certificate is issued for the Development and prior to the issue of the final occupation certificate for the Development.
- 12.2 The Developer must not apply for or obtain any interim occupation certificate prior to the Completion of the Public Works unless the Council is satisfied with the pedestrian and vehicle access over the Public Land (or any other roads around the Public Land and Private Land, the operation of which may be affected by the carrying out of the Public Works) during the time from the issuing of the interim Occupation Certificate and to the Completion of the Public Works.

13. Council Progress Payments

- 13.1 The Developer agrees to pay its 33% share under clause 7.3 prior to the Council making any payments required under this Agreement.
- 13.2 Subject to clause 13.3 the Council will pay to the Developer the Councils 67% share under clause 7.4 by progress payments
- 13.3 The Council is not required to make any progress payment unless the Superintendent provides the Council with an authorised Certificate of Claim. Each Certificate of Claim will be provided to the Council on a monthly basis with a 30 day payment term..
- 13.4 The Developer must use Councils payments under this clause for payments towards the Public Works.

14 Practical Completion of Public Works

- 14.1 The Developer must submit to the Council at Practical Completion:
 - (a) full works- as-executed plans; and
 - (b) other documents and information which is required under the Contract and which Council reasonably considers is necessary for the use, operation and maintenance of the Public Works.
- 14.2 The Public Works will have achieved Practical Completion when:-
 - (a) Council is satisfied that the Public Works as shown in the full works-as-executed plans (required to be submitted to the Council by the Developer in accordance with this clause) show that the Public Works have been carried out in accordance with the final plans, specifications and details to be provided by the Council to the Developer in accordance with clause 10.2 except for minor omissions and minor defects:-
 - (i) which do not prevent the Public Works from being reasonably capable of being used for their intended purpose, and
 - (ii) which the Council determines that there are reasonable grounds for not immediately rectifying them, and
 - (iii) rectification will not prejudice the convenient use of the Public Works, and
 - (b) any tests which are required under the Contract to be carried out and passed before the Public Works reach Practical Completion have been carried out and passed.

- 14.3 The Developer must submit to the Council within 28 days from Practical Completion the following schedules prepared by a Quantity Surveyor:
- (a) a schedule of Final Costs of the Public Works up to and including the Practical Completion date together with relevant supporting documentation to the Council's satisfaction;
 - (b) a schedule of all the payments made by the Developer for the Public Works together with relevant supporting documentation (including invoices, payment advices and receipts);
 - (c) a schedule of the payments made by the Council;
 - (d) a schedule of any agreed variations to the Contract price with the supporting written agreement to the variations (in accordance with clause 17.2)
 - (e) a reconciliation schedule to determine whether any further payments are required between the parties to finalise the 33% payment share by the Developer under clause 7.3 and the 67% payment share by the Council
- 14.4 Any payments required by the reconciliation schedule in clause 14.3 (e) by either party must be made within 28 days from the submission by the Developer of this schedule and acceptance by the Council.

15 Access to the Public Land

- 15.1 The Council agrees to the Developer having the necessary entry onto and access to the Public Land and to occupy the Public Land at the appropriate time for the purposes of carrying out the Public Works in accordance with this Agreement.
- 15.2 The Council is to take such steps as are necessary to enable the Developer to enter and occupy the Public Lands for the purposes of enabling the Developer to carry out the Public Works under this Agreement.

16 Protection of People and Property

- 16.1 The Developer is to ensure as is reasonably practicable in relation to the carrying out of the Public Works that:
- (a) all necessary measures are taken to protect people and property;
 - (b) unnecessary interferences with the passage of people and vehicles is avoided; and
 - (c) nuisances and unreasonable noise and disturbances are prevented.

17 Variation of the Public Works and the Contract Price

- 17.1 The Public Works are not to be varied by the Developer unless:
- (a) the parties agree in writing to the variation; and
 - (b) any consent, approval or process required under the Act or any other law to the variations is first obtained and carried out.
- 17.2 The Contract Price is not to be varied by the Developer unless the Developer and the Council agree, in writing, to the variation.

18 Review of this Agreement

- 18.1 The Parties agree to review this Agreement if the Developer notifies the Council or the Council notifies the Developer that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement or the Council notifies the Developer that it considers that circumstances exist that justify the review.
- 18.2 For the purposes of clause 18.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 18.3 For the purposes of addressing any matter arising from a review of this Agreement, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 18.4 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable Agreement of the same or similar effect to this Agreement is entered into.
- 18.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review of this Agreement is not a dispute for the purposes of the dispute resolution provisions of this Agreement.

19 Rectification of Defects

- 19.1 During the Defects Liability Period, Council may give the Developer a Rectification Notice.
- 19.2 Subject to the resolution of a dispute in accordance with this Agreement, the Developer is to rectify the defect at its own cost and to the reasonable satisfaction of the Council. For the sake of clarity, defects of a design nature (and not construction) are specifically excluded due to the civil works design having been provided and approved by the Council.
- 19.3 If the Developer breaches clause 19.2 the Council may have the relevant defect rectified and may recover its costs of so doing at the discretion of the Council either as debt due in a Court of competent jurisdiction or from the Security subject to clause 21.8.

20 Failure to Carry out Work

- 20.1 If the Council reasonably considers the Developer is in breach of any obligation under this Agreement relating to the carrying out of the Public Works, prior to Practical Completion being achieved the Council may give the Developer a notice requiring the breach to be rectified to the Councils reasonable satisfaction.
- 20.2 A notice given under clause 20.1 is to allow the Developer a period of not less than 28 days to rectify the breach or such further period as the Council considers reasonable in the circumstances.
- 20.3 The Council may carry out and complete the work the subject of a notice under Clause 20.1 if the Developer fails to comply with the notice to the Councils reasonable satisfaction. The Council may recover its costs of so doing at the discretion of Council either as a debt due in a Court of competent jurisdiction or from the Security subject to clause 21.8.
- 20.4 The Developer is to do all things reasonably necessary to enable the Council to exercise its rights under clause 20.3.

21 Provision of Security

- 21.1 The Developer is to provide the Council with the Security prior to entering into the contract to carry out the Public Works. .
- 21.2 The amount of a Security is to be indexed annually (commencing from the date of this Agreement) in accordance with the *Consumer Price Index (All Groups – Sydney) Published by the Australian Bureau of Statistics*
- 21.3 The Developer is to ensure that the Security held by the Council at all times equals the amount of Security so indexed.
- 21.4 The Developer may at anytime provide the Council with a replacement equivalent Security and, in such case the Council is to release and return to the Developer, as directed, the security it holds that has been replaced.
- 21.5 The Council is to release and return 95% of the security at Practical Completion of the Public Works.
- 21.6 The Council is to release and return the remainder of the security upon the expiration of the Defects Liability Period.
- 21.7 The Council may call up a Security if it considers, acting reasonably, that the Developer has not complied with any of its obligations under this Agreement including the carrying out of the Public Works (in accordance with clause 20.3) or rectifying a defect (in accordance with clause 19.3) or obtaining the appropriate insurances (in accordance with clause 22.3).

- 21.8 The Council is not to call up a Security under clause 21.7 unless it has given the Developer not less than 28 days' notice of its intention to do so and the Developer has not rectified the non-compliance to the Councils reasonable satisfaction before that period has expired and any dispute resolution process commenced by the Developer under clause 23 has been concluded.
- 21.9 If the Council calls up a Security it may use the amount paid in satisfaction of any costs incurred by it in remedying the non-compliance including but not limited to:
- (a) the reasonable costs of the Councils servants, agents and contractors reasonably incurred for that purpose;
 - (b) all fees and charges necessarily or reasonably incurred by the Council in order to have the Public Work carried out completed or rectified; and
 - (c) all legal costs and expenses reasonably incurred by the Council by reason of the Developers non-compliance.
- 21.10 If the Council calls up a Security, it may, by a notice in writing to the Developer, require the Developer to provide a further or replacement Security in an amount that when added to any unused portion of any existing Security, does not exceed the amount of Security the Council is entitled to hold under this Agreement.

22 Indemnity and Insurance

- 22.1 The Developer will obtain an indemnity from the Builder which indemnifies the Council, its employees, officers, agents, contractors, the superintendent and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered recovered or made arising out of or as a consequence of or in connection with the carrying out of the Public Works by the Builder (including its servants agents and contractors). This indemnity is to be obtained by and contained within the Contract for the Public Works and in a separate deed between the Developer, the Council and the Builder and this deed is to be completed at the same time as the Contract to carry out the Public Works.
- 22.2 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to the Public Works up until the time that the Public Works are taken to have been completed after the Defects Liability Period in accordance with this Agreement:
- (a) contract works insurance, noting the Council as an interested party, for the full replacement value of the Public Works (including the costs of demolition of the removal of debris, consultants fees and authorities fees), to cover the Developers liability in respect of the damage to or

destruction of the Public Land or the Public Works as they are being constructed;

(b) public liability insurance for at least \$20,000,000 for single occurrence, which covers the Council, the Developer, the Builder and any contractor for liability to any third party; and

(c) any other insurance required by law

22.3 If the Developer fails to comply with this clause the Council may effect and enforce such insurances and pay such premiums as may be necessary for that purpose and the amounts it pays shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:

(i) by calling upon the Security provided by the Developer to the Council under this Agreement in relation to the Public Work; or

(ii) recovery as a debt due in a Court of competent jurisdiction.

22.4 Prior to commencing the carrying out of any of the Public Works and whenever requested in writing by the Council the Developer is to provide to the Council satisfactory written evidence of all the insurances specified in this clause.

23 Dispute Resolution

23.1 This clause applies to any dispute under this Agreement. Such a dispute is taken to arise if one party gives another party a notice in writing specifying particulars of the dispute.

23.2 If notice is given under clause 23.1 the parties are to meet within 14 days of the notice in an attempt to resolve, in good faith, the dispute.

23.3 If the dispute is not resolved in a further 28 days the parties must mediate the dispute with a mediator to be appointed by agreement between the parties and, failing agreement as appointed by the Institute of Arbitrators and Mediators Australia.

23.4 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a Court of competent jurisdiction in New South Wales.

24 Notices

24.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address set out below;
- (b) faxed to that Party at its fax number set out below;
- (c) sent by document exchange to the DX number set out below;
- (d) e-mailed to that Party at its email address set out below.

Coffs Harbour City Council

Attention: Mr. George Stulle
Address: 2 Castle Street, Coffs Harbour, NSW, 2450
Locked Bag 155, Coffs Harbour, NSW, 2450
Fax Number: 6648 4199
Email: coffs.council@chcc.nsw.gov.au
DX: 7559

Gowing Bros Ltd

Attention: Mr. Garth Grundy
Address: Suite 21 Jones Bay Wharf,
26-32 Pirrama Road, Pyrmont, NSW, 2009
Fax Number: 9264 6240
Email: ggrundy@gowings.com24.2

If a Party gives the other Party three business days notice of a change of its address or other details, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

- 24.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- a) if it is delivered, when it is left at the relevant address;
 - b) if it is sent by post, two business days after it is posted;
 - c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number;

- 24.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

25 Costs

- 25.1 Each party to this Agreement shall meet its own fees, charges and legal costs of this Agreement.

26 Entire Agreement

- 26.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 26.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

27 Further acts

- 27.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

28 Governing Law and Jurisdiction

- 28.1 This Agreement is governed by the law of New South Wales.
- 28.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal.
- 28.3 The Parties will not object to the exercise of jurisdiction by those courts on any basis.

29 Joint and individual liability and benefits

- 29.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

30 Non Fetter

- 30.1 The Developer acknowledges and agrees that:
- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Coffs Harbour Local Government Area;
 - (b) this Agreement in no way affects Council's statutory obligations, functions, duties, discretions or powers, including without limitation, its obligations, functions or powers in respect of the Development Application, Development Consent any modification application and any other approvals required in respect of the Public Works to be carried out;
 - (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent; and

(d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

30.2 If, contrary to the operation of this clause, any provision of this Agreement is held by a Court of Competent jurisdiction to constitute an unlawful fetter on any obligation, discretion, power or duty the parties agree:-

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied; and
- (b) to endeavour to satisfy the common objectives of the parties in relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgement.

31 Representations and warranties

31.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

32 Severability

32.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

33 Modification

33.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

34 Waiver

34.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

34.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.

34.3 It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

35 GST

- 35.1 If any party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then a recipient of the supply must pay an additional amount equal the to the GST on that supply.

EXECUTED as an Agreement on this ____ day of _____ 2014:

PARTY

Coffs Harbour City Council in the presence of:

Signature: _____

Delegate Name: _____

Position: _____

Signature: _____

Witness Name: _____

PARTY

Gowing Bros Limited ACN 000 010 471 in accordance with Section 127 of Corporations Law:

Signature: _____

Officer Name: _____

Position: _____

Signature: _____

Witness Name: _____

SCHEDULE A
PUBLIC WORKS

Document Prepared by	Document Title	Plan No.	Revision	Sheets
Coffs Harbour City Council	Harbour Drive/Gordon Street Intersection	Council Plan No. 2120510	D	cover sheet and sheets 1 through to sheet 15

Document Prepared by	Document Title	Plan No.	Revision	Sheets
Coffs Harbour City Council	Duke Street Proposed Duke Street Access Between Vernon St and Harbour Drive Coffs Harbour CBD	Council Plan No. 2120707	B	Sheet 2 of 2

SCHEDULE B
ESTIMATE OF PUBLIC WORKS

SCHEDULE C

PUBLIC BENEFITS OF THE PUBLIC WORKS

1. The carrying out of the Public Works in accordance with this Agreement will:
 - (a) result in these Public Works being carried out well before the Council had planned for these works to be carried out; and
 - (b) will result in cost savings to the Council for the provision of the works

2. The carrying out of the Public Works will achieve primary and secondary benefits as set out below:

Primary Benefits;

- (a) **Flood mitigation** in the CBD to reduce the risk of loss of property and loss of life at a high traffic CBD location.
- (b) **Pedestrian safety** to be improved by eliminating hazards associated with the current Gordon St crossing located a short distance from a prominent intersection. **Pedestrian access** will be improved by allowing pedestrians to conveniently and directly cross the intersection without having to divert some distance to the adjacent crossings.
- (c) **Traffic management** to be improved by reducing peak period congestion and traffic hazard risks associated with the current configuration of the intersection, crossings and parking bays.

Secondary Benefits;

- (a) **Revitalisation of the City Centre**
 - To provide a springboard for the revitalisation of the City Centre.
 - Reinforce the primacy of the City Centre delivered through modern design excellence and improved public amenity.
 - Improve the regional attractiveness of the Coffs Harbour City Centre;
 - Boost tourism visitation to the City Centre.
 - Activate Harbour Drive and Gordon Street and improve the connectivity throughout the City Centre.

(b) **Economic Benefits**

- Immediate capital stimulus of over \$6 million into the local economy during the construction phase;
- The creation of an estimated 76 construction jobs and 121 supplier multiplier jobs.

- The creation of an estimated 75 permanent new jobs in the City Centre and a further 30 multiplier induced jobs.

- Ongoing permanent salary income of \$2.4 million in the City Centre and \$1.6 million in multiplier induced income.

- Boost sales in the City Centre by over \$19 million.

RELEASE OF RESTRICTION ON USE - LOTS 34, 35 AND 36 DP 270720, OCEANFRONT DRIVE, SAPPHIRE BEACHFRONT ESTATE

Purpose:

The purpose of the report is to obtain Council approval to execute the necessary legal documents to release a restriction on use over Lots 34, 35 and 36 in DP 270720.

Description of Item:

The report is procedural and is required to obtain Council's authority to execute a legal document under seal. The restriction on use creates a 20m building line setback from the western property boundary which adjoins the Pacific Highway road reserve. The restriction on use is identified as "M" on the registered plan of subdivision and does not permit any dwelling to encroach within the designated setback area affecting Lots 34, 35 and 36 in DP 270720. Council is the party which is legally empowered to release, vary or modify the restriction on use. A copy of the registered plan of subdivision and terms of restriction are included to this report as Attachment 1.

Sustainability Assessment:

- **Environment**

There are no environmental issues associated with the release of the restriction.

- **Social**

There are no social impacts associated with the release of the restriction.

- **Civic Leadership**

There are no major issues affecting civic leadership in relation to the release of the restriction.

- **Economic**

Broader Economic Implications

The proposed change will increase the available area for erection of a dwelling, enabling an improved urban design outcome and more efficient use of appropriately zoned and serviced urban land.

Delivery Program/Operational Plan Implications

All costs in relation to the matter will be borne by the relevant land owners requesting the release of the restriction.

Risk Analysis:

A risk assessment has been carried out and it is considered that endorsement of the recommendation does not present an unacceptable risk to Council.

Consultation:

The report has been reviewed by Councils Engineering Services, Property Assets Section and the recommendation is supported.

Related Policy and / or Precedents:

Council has previously consented to the release of restrictions when considered appropriate and in the interests of the parties involved.

Statutory Requirements:

Council cannot affix its seal to legal documents without a Council resolution. This requirement has generated the need for the report.

Issues:

The restriction on use was a requirement of subdivision approval and was intended to address the potential visual impact of dwellings when viewed from the Pacific Highway and noise issues associated with the proximity of dwellings to the Pacific Highway. The Community Association has requested that it be removed, based on the recent upgrade to the highway and to facilitate a more efficient use of the land.

In consideration of the request, it is noted that the road works have realigned the Pacific Highway away from the site and resulted in the construction of noise attenuation walls along the frontage of the site. It is reasonable to conclude that the restriction is no longer required and its continuation is an unnecessary encumbrance on the development of the land.

Furthermore, it is considered that any visual amenity and noise issues are adequately addressed by conditions of development consent for the original subdivision of the land and the Sapphire Beachfront Estate Design Guidelines, which impose development controls on future residential development within the estate.

The Community Association have provided their consent to allow the release of the restriction and have agreed to amend the Sapphire Beachfront Estate Design Guidelines by removing reference to the 20m building line setback affecting Lots 34, 35 and 36.

Implementation Date / Priority:

The matter will be dealt with immediately following Council's resolution.

Recommendation:

1. That Council execute under seal all necessary documents to release the existing restriction on the use of land, numbered 12 and noted as 'M' over Lots 34, 35 and 36 in DP 270720.
2. That all costs associated with this matter be borne by the owners of the relevant lots, requesting release of the restriction.
3. That Council endorse a minor amendment to the Sapphire Beachfront Estate Design Guidelines, by removing reference to the 20m building line setback affecting Lots 34, 35 and 36 in DP 270720.

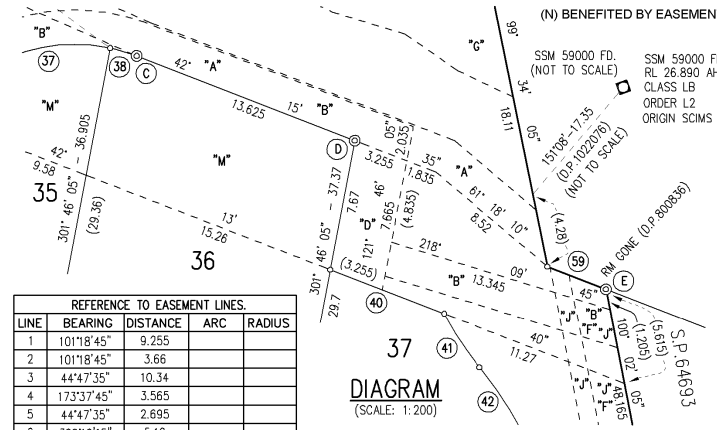
Agenda - Ordinary Meeting 24 July 2014 - CITY PLANNING DEPARTMENT REPORTS

PLAN FORM 2

DP270720_1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan SHEET 2 OF 4 SHEETS Attachment 1



LINE	BEARING	DISTANCE	ARC	RADIUS
1	101°18'45"	9.255		
2	101°18'45"	3.66		
3	44°47'35"	10.34		
4	173°37'45"	3.565		
5	44°47'35"	2.895		
6	309°16'15"	5.12		

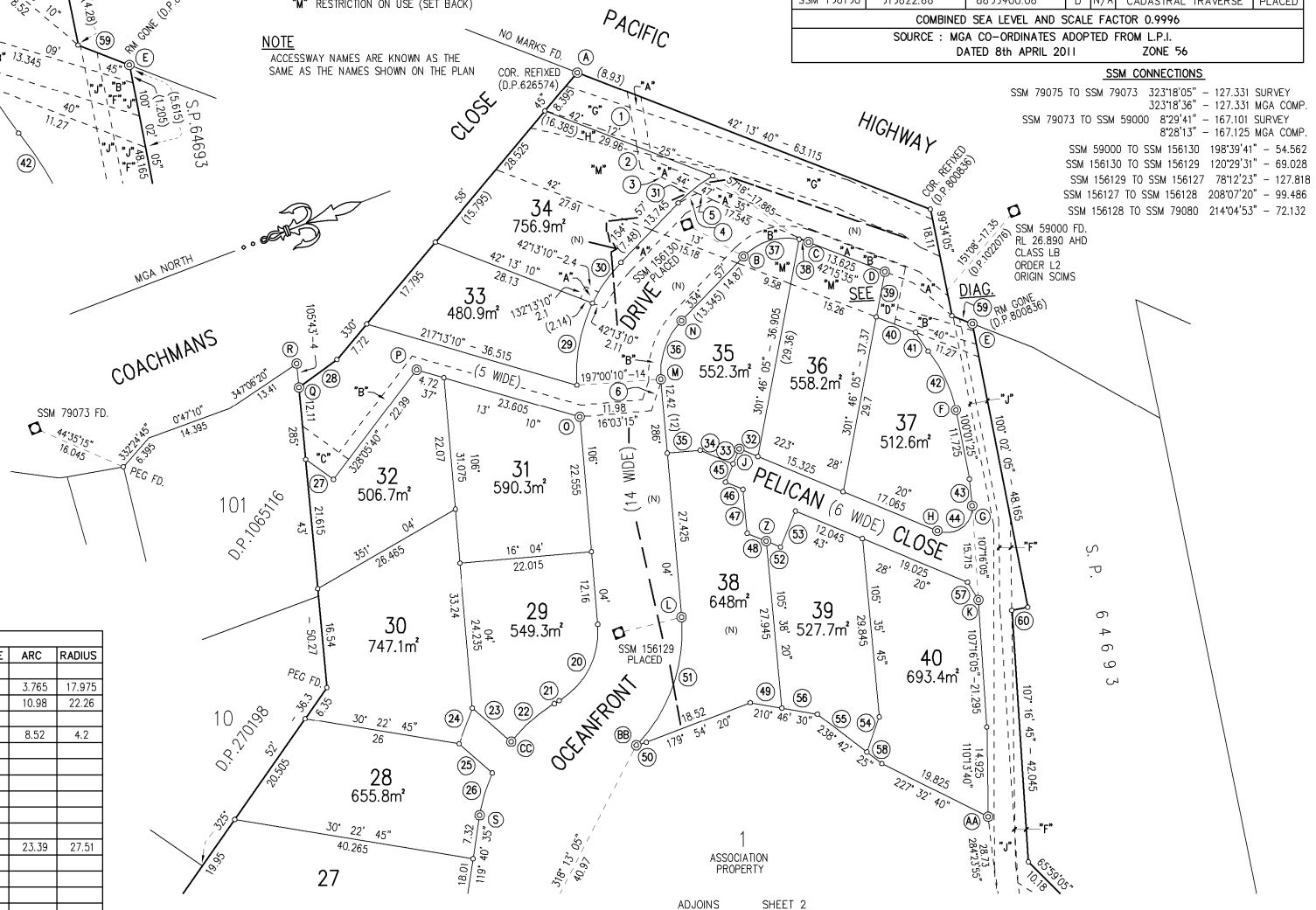
CNR	BEARING	DISTANCE	FROM REFERENCE MARK
(A)	64°50'	0.53	RM GI PIPE
(B)	50°27'55"	10.81	RM SSM 156130
(C)	132°15'35"	4.695-10.805	RM DH & WINGS
(D)	132°15'35"	4.22-11.01	RM DH & WINGS
(E)	131°14'	20.025	RM SSM 59000
(F)	190°01'25"	0.8-4.5	RM DH & WINGS
(G)	197°16'05"	0.8-4.5	RM DH & WINGS
(H)	31°28'20"	0.5-5.7	RM DH & WINGS
(J)	283°24'20"	13.96	RM DH & WING
(K)	258°52'	9.105	RM DH & WING
(L)	6°59'15"	10.765	RM SSM 156129
(M)	16°04'	4.41-10.65	RM DH & WINGS
(N)	64°57'	4.345-10.47	RM DH & WINGS
(O)	196°04'	3.415-9.49	RM DH & WINGS
(P)	36°50'45"	0.95	RM GI PIPE
(Q)	74°43'	0.455	RM GI PIPE FD. (D.P.582709)
(R)	90°49'	5.15	RM SPIKE FD. (D.P.1057952)
(S)	209°40'35"	3.245-9.535	RM DH & WINGS
(Z)	105°31'25"	0.36-13.525	RM DH & WINGS
(AA)	193°22'05"	2.74	RM DH & WING
(BB)	64°46'40"	4.5-10.485	RM DH & WINGS
(CC)	242°10'40"	3.415-9.575	RM DH & WINGS

LINE	BEARING	DISTANCE	ARC	RADIUS	LINE	BEARING	DISTANCE	ARC	RADIUS
20	137°52'15"	14.24	15	13.51	40	42°13'40"	7.13		
21	170°00'35"	0.955			41	77°45'20"	3.755	3.765	17.975
22	159°14'35"	9.6	9.655	26.51	42	85°53'25"	10.87	10.98	22.26
23	242°10'40"	8.605			43	105°00'05"	4.495		
24	131°31'05"	6.415			44	165°22'10"	7.135	8.52	4.2
25	62°10'40"	7.395			45	133°28'20"	3.3		
26	127°38'35"	7.35	7.375	26.51	46	43°28'20"	3.135		
27	236°54'30"	5.71			47	105°27'50"	7.36		
28	344°43'45"	7.845			48	43°28'20"	3.4		
29	121°45'30"	13.895	14.06	26.505	49	210°46'30"	5.355		
30	145°57'10"	8.29	8.325	26.505	50	185°03'	1.75		
31	162°52'10"	7.305	7.325	26.505	51	310°25'20"	22.69	23.39	27.51
32	223°28'20"	3.36			52	43°28'20"	2.6		
33	133°28'20"	2.7			53	313°28'20"	6.5		
34	223°26'55"	5.925			54	130°16'30"	6.26		
35	196°03'55"	5.5			55	238°42'25"	10.415		
36	310°30'30"	10.35	10.67	12.505	56	210°46'30"	6		
37	3°58'30"	9.71	10.135	10.005	57	79°36'35"	3.465		
38	373°37'45"	1.615	1.615	10.005	58	238°42'25"	3.15		
39	121°46'05"	7.67			59	42°16'45"	3.66		
					60	189°34'55"	2.695		

DETAIL PLAN (SHEET 1 OF 2)

- *A* EASEMENT FOR SEWER RISING MAIN 2.1 WIDE.
- *B* EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE.
- *C* EASEMENT FOR MULTI-PURPOSE ELECTRICAL RETICULATION 4.2 WIDE.
- *D* EASEMENT FOR MULTI-PURPOSE ELECTRICAL RETICULATION 3.2 WIDE.
- *E* EASEMENT FOR RISING MAIN, ELECTRICAL CABLE AND WATER LINE 2 WIDE & VAR. (E714232)
- *F* EASEMENT FOR PIPELINE 5 WIDE & VAR. (D.P.617783) T163527
- *G* EASEMENT FOR WATER SUPPLY VAR. WIDTH (D.P.626574)
- *H* EASEMENT FOR ACCESS 3 WIDE & VAR. (E714232)
- *I* RESTRICTION ON USE (SET BACK)

NOTE ACCESSWAY NAMES ARE KNOWN AS THE SAME AS THE NAMES SHOWN ON THE PLAN



SURVEYING AND SPATIAL INFORMATION REGULATION 2006 : CLAUSE 35(1)(B) & CLAUSE 6(1)(2)					
MARK	MGA CO-ORDINATES		ORDER	METHOD	ORIGIN
	MGA EASTING	MGA NORTHING			
SSM 59000	5136+0.113	6653951.755	B	2	SCIMS
SSM 79073	5136+5.506	6653786.519	C	3	SCIMS
SSM 79075	5136+91.594	6653684.456	C	3	SCIMS
SSM 79080	5137+9.958	6653743.706	C	3	SCIMS
SSM 156127	513807.25	6653891.19	D	N/A	CADASTRAL TRAVERSE PLACED
SSM 156128	513760.37	6653803.45	D	N/A	CADASTRAL TRAVERSE PLACED
SSM 156129	513682.14	6653865.05	D	N/A	CADASTRAL TRAVERSE PLACED
SSM 156130	513622.66	6653900.06	D	N/A	CADASTRAL TRAVERSE PLACED

COMBINED SEA LEVEL AND SCALE FACTOR 0.9996
SOURCE : MGA CO-ORDINATES ADOPTED FROM L.P.I. DATED 8th APRIL 2011. ZONE 56

SSM CONNECTIONS	
SSM 79075 TO SSM 79073	323°18'05" - 127.331 SURVEY
	323°18'36" - 127.331 MGA COMP.
SSM 79073 TO SSM 59000	8°29'41" - 167.101 SURVEY
	8°28'13" - 167.125 MGA COMP.
SSM 59000 TO SSM 156130	198°39'41" - 54.562
SSM 156130 TO SSM 156129	120°29'31" - 69.028
SSM 156129 TO SSM 156127	78°12'23" - 127.818
SSM 156127 TO SSM 156128	208°07'20" - 99.486
SSM 156128 TO SSM 79080	214°04'53" - 72.132

Box:eDeX /Doc:DP 0270720 P /Rev:09-Dec-2011 /Sts:SC.OK /Prt:10-Dec-2011 01:36 /Pgs:ALL /Seq:2 of 10
WARNING : Electronic Document supplied by LPI NSW for Your Internal Use Only.

ADJOINS SHEET 2

Surveyor: BRUCE WEIR Date of Survey: 2nd JUNE 2011 Surveyor's Ref: 8070 CP	PLAN OF SUBDIVISION OF LOTS 100 & 101 IN D.P.629555 AND LOT 2 IN D.P.800836	LGA: COFFS HARBOUR Locality: SAPPHIRE BEACH Subdivision No: 82/11 Lengths are in metres. Reduction Ratio 1:500	Registered 8.12.2011 	DP270720
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10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Plan: DP270720

Plan of Subdivision of Lots 100 and 101 in Deposited Plan 629555 and Lot 2 in Deposited Plan 800836 covered by Subdivision Certificate No 82/11 of 16/9/11

provided to Council evidence from a Suitably Qualified Person being a geotechnical engineering consultant that a geotechnical assessment for each specific Lot Burdened is not required.

- (c) Name of person(s) with whose consent this restriction on use may be released, varied or modified is Council.

11. Terms of the Restriction on Use (Set Back) numbered 12 (M) in the Plan

- (a) The Grantor must not construct any dwelling on the Lot Burdened which encroaches the Set Back Area.
- (b) Name of person(s) with whose consent this restriction on use may be released, varied or modified is Council.

12. Terms of the Restriction on Use (Asset Protection Zone) numbered 13 in the Plan

- (a) The Grantor must not transfer or dispose of the Lot Burdened until the Lot Burdened has been hazard reduced with vegetation managed as an outer protection area in accordance with the Protection Plan.
- (b) Name of person(s) with whose consent this restriction on use may be released, varied or modified is Council.

13. Terms of the Restriction on Use (Building Envelope) numbered 14 (L) in the Plan

- (a) The Grantor must not construct any dwelling on the Lot Burdened which:
 - (i) encroaches the 100 Year Coastal Hazard Planning Area; and
 - (ii) is constructed with a the floor level of less than 7.5m AHD (Australian Height Datum).
- (b) Name of person(s) with whose consent this restriction on use may be released, varied or modified is Council.

Authorised Signatory



