

**BUSINESS  
PAPER**

**ORDINARY MEETING OF COUNCIL**

To be held at 6.00 pm on

**Monday 12 August 2019**

Council Chambers, Level 10,  
Council Administration Building, 41 Burelli Street, Wollongong

**Order of Business**

- 1 Opening Meeting
- 2 Acknowledgement of Traditional Owners
- 3 Civic Prayer
- 4 Apologies and Applications for Leave of Absence by Councillors
- 5 Confirmation of Minutes of Ordinary Council Meeting
- 6 Confirmation of Minutes of Extraordinary Council Meeting
- 7 Disclosures of Interests
- 8 Petitions and Presentations
- 9 Confirmation of Minutes of Council Committee Meeting
- 10 Public Access Forum
- 11 Call of the Agenda
- 12 Lord Mayoral Minute
- 13 Urgent Items
- 14 Reports to Council
- 15 Reports of Committees
- 16 Items Laid on the Table
- 17 Notices of motion(s)/Questions with Notice
- 18 Notice of Rescission Motion
- 19 Confidential Business
- 20 Conclusion of Meeting

**Members**

Lord Mayor –  
Councillor Gordon Bradbery AM (Chair)  
Deputy Lord Mayor –  
Councillor David Brown  
Councillor Ann Martin  
Councillor Cameron Walters  
Councillor Cath Blakey  
Councillor Dom Figliomeni  
Councillor Janice Kershaw  
Councillor Jenelle Rimmer  
Councillor John Dorahy  
Councillor Leigh Colacino  
Councillor Mithra Cox  
Councillor Tania Brown  
Councillor Vicky King

**QUORUM – 7 MEMBERS TO BE PRESENT**

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MINUTES

ORDINARY MEETING OF COUNCIL

at 6.00 pm

Monday 22 July 2019

**Present**

Lord Mayor – Councillor G Bradbery AM (in the Chair), Councillors D Brown, A Martin, C Walters, C Blakey, D Figliomeni, J Kershaw, J Rimmer, J Dorahy, L Colacino, M Cox, T Brown and V King

**In Attendance**

General Manager – G Doyle, Director Infrastructure and Works, Connectivity Assets and Liveable City – A Carfield, Director Planning and Environment (Acting), Future City and Neighbourhoods – M Riordan, Director Corporate Services, Connected and Engaged City (Acting) – T Hopwood, Director Community Services, Creative and Innovative City – K Hunt, Chief Financial Officer (Acting) – T Marsden, Manager Property and Recreation (Acting) – L Power, Manager City Strategy (Acting) – D Fitzgibbon, Manager City Works – M Roebuck, Manager Project Delivery – G Whittaker, Manager Infrastructure Strategy and Planning – M Dowd and Manager Open Space and Environmental Services – J Page, Manager Community Cultural and Economic Development – S Savage, Chief Information Officer – I Mcalpin and Manager Regulation and Enforcement – D Madigan

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## DISCLOSURE OF INTERESTS

**Councillor Colacino** declared a non-pecuniary, non-significant interest in Item 4 due to living close to an off-leash dog beach area at Stanwell Park. Councillor Colacino advised that he would remain in the chamber and take part in the debate and voting due to the item being of significance to the entire Local Government Area.

**Councillor Martin** declared a non-pecuniary, non-significant interest in Item 4 advising that she owned two (2) dogs and uses the Port Kembla Beach off-leash area.

## CONFIRMATION OF MINUTES OF ORDINARY MEETING OF COUNCIL HELD ON MONDAY, 24 JUNE 2019

**256 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Colacino that the Minutes of the Ordinary Meeting of Council held on Monday, 24 June 2019 (a copy having been circulated to Councillors) be taken as read and confirmed.

## PETITION – 240 SIGNATURES OF EAST CORRIMAL RESIDENTS HAPPY VALLEY RESERVE

Councillor Rimmer tabled a petition consisting of 240 signatures from East Corrimal Neighbourhood residents in relation to concerns with developments and plans for the Happy Valley Reserve and East Corrimal beach access area.

## PUBLIC ACCESS FORUM

ITEM	TITLE	NAME OF SPEAKER
3	Electric Vehicles and Associated Charing Infrastructure	Tom Hunt on behalf of Renew Illawarra Branch
Not an Agenda Item	Local resident concern about cumulative development of East Corrimal foreshore and park areas	Jim Middleton on behalf of East Corrimal Open Space Committee

**257 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Figliomeni that all speakers be thanked for their presentation and invited to table their notes.

## CALL OF THE AGENDA

- 258 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Rimmer that the staff recommendations for Items 5-8 inclusive be adopted as a block.

**ITEM A – LORD MAYORAL MINUTE – RECOGNISING CONTRIBUTIONS THAT PROMOTE SOCIAL INCLUSION, ACCEPTANCE AND UNDERSTANDING OF DIVERSITY IN WOLLONGONG**

- 259 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor Bradbery that -
- 1 A new category in the City of Wollongong Australia Day Awards be created which recognises outstanding and innovative contributions to the promotion of social inclusion, acceptance and understanding of human diversity in the City of Wollongong.
  - 2 The category be eligible for nominations of either an individual or group that meets the aforementioned criteria.
  - 3 Council continue to support the 'I belong in the Gong' brand to emphasise the diversity that exists in Wollongong and promote social inclusion across the local government area.

**DEPARTURE OF COUNCILLOR**

During debate and prior to voting on Item 1, Councillor Colacino departed and returned to the meeting, the time being from 6.29 pm to 6.31 pm.

**ITEM 1 - WEST DAPTO VISION IMPLEMENTATION: PLANNING CONTROLS REVIEW**

- 260 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor Martin seconded Councillor King that -
- 1 Council endorse the draft DCP Chapter D16: West Dapto Urban Release Area, draft DCP Chapter B2: Residential Subdivisions, draft Open Space Design Manual and draft Open Space Design Technical Manual for public exhibition for a minimum 28 days.
  - 2 A further report outlining the submissions received from the public exhibition process with recommendations regarding progression of the draft DCP amendments be prepared for Council's consideration.

**DEPARTURE OF COUNCILLOR**

During debate and prior to voting on Item 2, Councillor Cox departed and returned to the meeting, the time being from 7.04 pm to 7.06 pm.

**ITEM 2 - PUBLIC EXHIBITION OF THE DRAFT LAKE ILLAWARRA COASTAL MANAGEMENT PROGRAM**

- 261 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Dorahy that -

- 1 The draft Lake Illawarra Coastal Management Program be endorsed for public exhibition for the period 31 July until 11 September 2019.
- 2 A further report be provided to Council detailing the submissions from the public exhibition process, and recommending the draft Lake Illawarra Coastal Management Program being forwarded to the NSW Minister of Environment for certification.

## DEPARTURE OF COUNCILLOR

During debate and prior to voting on Item 3, Councillor Rimmer departed and returned to the meeting, the time being from 7.33 pm to 7.35 pm.

## ITEM 3 - ELECTRIC VEHICLES AND ASSOCIATED CHARGING INFRASTRUCTURE

**262 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Colacino that -

- 1 Council endorse the development of an Electric Vehicle (EV) Charging Stations on Public Land Policy.
- 2 Council note the addition of hybrid and lower-emission vehicles into the Council light vehicle fleet.
- 3 Council write to the NSW State Government suggesting that the Basix (Building Sustainability Index) assessment tool be modified to include a credit for multi-dwelling buildings that include electric vehicle charging points.
- 4 Council strongly lobby the NRMA to include Wollongong in their Electric Vehicle Fast Charging Network.

*Variation* The variation moved by Councillor King (the addition of Point 4) was accepted by the mover and seconder.

## DEPARTURE OF COUNCILLORS

During debate and prior to voting on Item 4 –

- Councillor Cox departed and returned to the meeting, the time being from 8.15 pm to 8.17 pm.
- Councillor Martin departed and returned to the meeting, the time being from 8.18 pm to 8.21 pm.

## ITEM 4 - POLICY REVIEW - DOGS ON BEACHES AND PARKS POLICY

**263 COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor Colacino seconded Councillor Walters that -

- 1 An off-leash dog area be declared at Reed Park, Dapto and that this area be fenced.
- 2 The revised Dogs on Beaches and Parks Policy be adopted.
- 3 The revised Dogs on Beaches and Parks Policy be widely promoted.
- 4 A report (or Councillor Briefing) be provided to Councillors on the implementation of the revised Policy after the close of 2019/2020 beach flagged period, and that this report include –
  - a Assessment of the measures applied to educate and enforce the prohibition of dogs

- in the flagged patrolled beach zones, particularly at sensitive locations such as Stanwell Park
  - b An update on the establishment of the Reed Park off-leash area
  - c What actions were taken regarding the provision of educational and promotional materials and programs
  - d The outcome of the changes made to signage intended to improve education and enforcement activities
  - e The outcomes of the implementation of the enhanced Ranger service levels, including the on-beach presence of Rangers.
- 5 Specific community engagement and consultation be undertaken to seek feedback on possible changes to the Stanwell park off-leash area to reduce confusion experienced by some beach users, with a subsequent report to be provided to Council. This shall include –
- a Consideration of moving the current off-leash dog area to the Southern end of Stanwell Park beach, rather than the Northern end, in response to the changing usage patterns of beach goers and the location of flagged/patrolled areas over the past number of years
  - b Direct mail-out of the proposal to all residents in Stanwell Park seeking their feedback, along with the on-site targeting of beach users, and the utilisation of Council's Engagement HQ to allow for the wider Wollongong community to provide feedback on line
  - c Commencement of engagement as soon as possible with a period of 28 days for feedback.
- 6 That Council ensure that the information provided in its brochures and on its website be reviewed to ensure this information is clear, easily understood and correct.

*Variation* The variation moved by Councillor Kershaw (the addition of Point 6) was accepted by the mover and seconder.

#### **ITEM 5 - TENDER T18/47 NORTH DEPOT VEHICLE ENCLOSURE**

The following staff recommendation was adopted as part of the Block Adoption of Items (refer Minute Number 258).

**COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Rimmer that in accordance with clause 178(1)(b) of the Local Government (General) Regulation 2005, Council decline all tenders received for North Depot Vehicle Enclosure and carry out the requirements of the proposed contract itself.

#### **ITEM 6 - TENDER T19/12 CHARLES HARPER PARK HELENSBURGH, PLAYGROUND REPLACEMENT**

The following staff recommendation was adopted as part of the Block Adoption of Items (refer Minute Number 258).

**COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Rimmer that –

- 1 In accordance with clause 178(1)(a) of the Local Government (General) Regulation 2005,

Council accept the tender of Lamond Contracting Pty Ltd for Replacement Playground – Charles Harper Park, Helensburgh, in the sum of \$237,246.00, excluding GST.

- 2 Council delegate to the General Manager the authority to finalise and execute the contract and any other documentation required to give effect to this resolution.
- 3 Council grant authority for the use of the Common Seal of Council on the contract and any other documentation, should it be required, to give effect to this resolution.

#### **ITEM 7 - STATEMENT OF INVESTMENT - JUNE 2019**

The following staff recommendation was adopted as part of the Block Adoption of Items (refer Minute Number 258).

**COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Rimmer that Council receive the Statement of Investment for June 2019.

#### **ITEM 8 - CITY OF WOLLONGONG TRAFFIC COMMITTEE MINUTES OF MEETING HELD ON 26 JUNE 2019**

The following staff recommendation was adopted as part of the Block Adoption of Items (refer Minute Number 258).

**COUNCIL'S RESOLUTION** – RESOLVED UNANIMOUSLY on the motion of Councillor D Brown seconded Councillor Rimmer that in accordance with the powers delegated to Council, the Minutes and Recommendations of the City of Wollongong Traffic Committee held on 26 June 2019 in relation to Regulation of Traffic be adopted.

#### **DEPARTURE OF COUNCILLOR**

During debate and prior to voting on Item 9, Councillor Dorahy departed and returned to the meeting, the time being from 8.30 pm to 8.32 pm.

#### **ITEM 9 - NOTICE OF MOTION - COUNCILLOR T BROWN - INSTALLATION OF A PERMANENT RAINBOW CROSSING IN WOLLONGONG**

**264 COUNCIL'S RESOLUTION** – MOVED UNANIMOUSLY by Councillor T Brown seconded Councillor Rimmer that -

- 1 Wollongong City Council install a permanent Rainbow Crossing, in a prominent Wollongong foreshore or CBD location, to show our ongoing support for the LGBTQIA + community and reflect Wollongong's status as an inclusive and welcoming city. Staff to report back on suitable locations via an information note within one month.
- 2 A report to Council be prepared on the ability of Council to convert traditional pedestrian crossing into ART Forms that reflect that our community is a diverse and inclusive community. The Rainbow Crossing concept be extended to reflect the diverse and inclusive community that is Wollongong. This especially should include the first people of this area. The report should address legal and financial implication of such pedestrian crossing conversions.

*Variation*

The variation moved by Councillor King (the addition of 2) was accepted by the mover and seconder.

**THE MEETING CONCLUDED AT 8:54 PM**

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Confirmed as a correct record of proceedings at the Ordinary Meeting of the Council of the City of Wollongong held on Monday 12 August 2019.

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Chairperson



ITEM A

LORD MAYORAL MINUTE - REQUEST FOR DRUM LINES TO BE USED FOR SHARK MANAGEMENT IN WOLLONGONG

Since 2015 the Department of Primary Industries (DPI) has undertaken trials of SMART (Shark Management Alert in Real Time) drumlines at multiple locations on the NSW coast, including on the South Coast between November 2017 and May 2018.

Fifteen sharks were caught during the six-month trial of ten SMART drumlines off South Coast beaches.

Ten drumlines were deployed daily, weather permitting, by DPI off beaches between Shell Cove and Kiama. Another 10 were trialled from Ulladulla to Narrawallee.

Ten sharks were caught, tagged and released at Kiama – nine tiger sharks and one white shark.

Five sharks (three whites and two tigers) were tagged off Ulladulla.

Researchers are alerted when a shark takes the SMART drumline's baited hook. The sharks are tagged and released one kilometre off shore, then tracked using satellite and listening stations.

Initial findings from the trial suggested once tagged, the sharks then stay in deeper offshore waters for up to four weeks before re-joining their counterparts in their general movements north and south.

#### RECOMMENDATION

Wollongong City Council write to the NSW Minister for Agriculture to –

- 1 Express concern at the use of netting as a means of shark control on the NSW coastline and more specifically the large proportion of marine fauna by-catch such as turtles, stingrays, dolphin and non-threatening sharks being caught and killed.
- 2 Request the use of SMART drum lines and aerial surveillance technology as a more suitable, ecologically sound, alternative in addressing the need to protect users of our beaches and surfing locations especially in the wollongong LGA and the Illawarra.

#### ATTACHMENTS

There are no attachments for this report.

## ITEM 1 WOLLONGONG CITY FLOOD STUDY (2019)

The Wollongong City Flood Study (2019) has been finalised following public exhibition between 20 May 2019 to 18 June 2019. It is recommended Council adopt the Wollongong City Flood Study (2019) which will inform land use planning and planning certificates.

The study improves the accuracy and reliability of flood levels and flood behaviour in the Wollongong City Catchment. The reports and flood models for the Wollongong City Flood Study (2019) will be placed on the NSW Flood data portal so that they can be publicly accessed. This will lead to a greater understanding of flood behaviour and risk and wiser decision making.

### RECOMMENDATION

That the Wollongong Flood Study (2019) be adopted.

### REPORT AUTHORISATIONS

Report of: Mike Dowd, Manager Infrastructure Strategy + Planning  
Authorised by: Andrew Carfield, Director Infrastructure + Works

### ATTACHMENTS

- 1 Wollongong City Flood Study (2019) - Executive summary
- 2 Wollongong City Flood Study Engagement Report
- 3 Council Response to Community Feedback

### BACKGROUND

The NSW Government's Floodplain Development Manual provides a framework to ensure the sustainable use of floodplain environments and incorporates the NSW Flood Prone Policy. Under the Policy, the management of flood liable land remains the responsibility of Local Government with State Government subsidising flood mitigation works to alleviate existing problems and providing specialist technical advice to assist Councils in performing their floodplain management responsibilities.

The Policy provides for technical and financial support by the State Government through five stages -

- 1 Flood Study – Determines the nature and extent of flooding.
- 2 Floodplain Risk Management Study – Evaluates risks and management options for the floodplain in respect of both existing and proposed development.
- 3 Floodplain Risk Management Plan – Involves formal adoption by Council of a plan of management for the floodplain.
- 4 Implementation of the Plan – voluntary house purchase, flood readiness and response plans, construction of flood mitigation works to protect existing development and use of planning controls (LEP, DCP) to ensure new development is compatible with the flood hazard.
- 5 Review – reviews are recommended on average every 5 years and are also generally recommended after significant flood events, policy changes, or land use changes and where impediments to flood management plan implementation exist that warrant a review.

### Wollongong City Flood Study

In 2017 Jacobs Pty Ltd was commissioned by Wollongong City Council (WCC) to review the Wollongong City Flood Study (2013) to take into consideration Council's updated Conduit Blockage Policy (2016). The review incorporates new survey data, more detailed modelling techniques, the updated blockage factors, impact of new development within the catchment, the lowering of the Gurungaty Causeway and increased vegetation in the Gurungaty waterway.

The results of the study revised the design flood levels to be generally 100mm-200mm higher than the 2013 study in the lower catchment. There are also locations with minor decreases in flood levels, mainly as a result of the less conservative blockage policy, mainly in the upper parts of the catchment. Due to the nature of the Wollongong City floodplain, the flood extents are mostly unchanged.

## PROPOSAL

The Wollongong City Flood Study (2019) be adopted. After adoption, the following actions will be undertaken -

- Update the flood planning levels – Planning and Environment.
- Update of the relevant Section 10.7 planning certificate – Planning and Environment.
- Provide Flood level information advice in accordance with the new study results – Infrastructure + Works.

## CONSULTATION AND COMMUNICATION

The final draft report went on public exhibition from 20 May 2019 to 18 June 2019. A mid-week drop in session at the Wollongong Art Gallery on Thursday 30 May from 4pm – 6pm was attended by 25 community members. A weekend drop in session was held at JJ Kelly Park on Saturday 1 June from 10am to 12pm and was attended by 37 community members.

A newsletter to over 7500 residents and property owners in flood affected areas (all properties within the extent of the probable maximum flood) was mailed out to advise of the public exhibition process and seek feedback on the document.

A notification of the public exhibition was also placed in the local newspaper. Hard copies of the Flood Study were placed in the Library and PDFs were available through Council's "Have Your Say" page. 148 people viewed the Website's project page. 88 people downloaded the documents from the Website. There were a total of 7 submissions throughout the 6 weeks exhibition period.

A media briefing took place on 21<sup>st</sup> May 2019 and a presentation was delivered at the neighbourhood forum by Manager Infrastructure Strategy and Planning.

Comments from the submissions and at drop in sessions related to -

- General support of Council's flood risk management work for the catchment
- Concerns or misunderstandings about new development perceived to be causing sewer overflow, flooding and increased run-off
- Concerns or misunderstandings as to why some areas had been mapped as being flood affected, even though some people hadn't witnessed flooding in these areas
- Interest in finding out what the flood risk is for property they own or live in, or if it had changed since the last Study
- Requests for improvements or maintenance for stormwater drainage
- Interest in floodplain risk management and mitigation works in other catchments
- Concern about the potential impacts of the updated modelling on flood insurance premiums
- Interpreting the Study as having contradictory information to what was stated in the Frequently Asked Questions and at information sessions

Most comments do not have any direct relation with the draft flood study report and can be addressed through on-going education on floodplain management. The final report was revised to consider and address potential contradictory information between the FAQ and the report.

The outcomes of the public exhibition were reported to the Central Area Floodplain Risk Management Committee on 26 June 2019 who recommended that council adopt the final report.

## PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal “We value and protect our environment”. It specifically delivers on the following:

Community Strategic Plan	Delivery Program 2018-2021	Operational Plan 2018-19
Strategy	3 Year Action	Operational Plan Actions
1.1.3 The potential impacts of natural disasters, such as those related to flood and landslips are managed and risks are reduced to protect life, property and the environment	1.1.3.2 Establish effective urban stormwater and floodplain management programs	Develop and implement Floodplain Risk Management Plans

## FINANCIAL IMPLICATIONS

The Wollongong City Flood Study (2019) has cost \$72,336.

## CONCLUSION

The Wollongong City Flood Study (2019) was prepared with the cooperation, assistance and support of many stakeholders, including community members and State government representatives.

The study improves the accuracy and reliability of flood levels and flood behaviour in the Wollongong City Catchment. The reports and flood models for the Wollongong City Flood Study (2019) will be placed on the NSW Flood data portal so that they can be publicly accessed. This will lead to a greater understanding of flood behaviour and risk and wiser decision making.

## The Review of Wollongong City Flood Study



# Executive Summary

## Introduction

A review of the Wollongong City Flood study has been conducted on behalf of Wollongong City Council ("Council") for the Wollongong City study area. The purpose of this review was to define the flood behaviour within the study area incorporating Wollongong City Council's revised culvert blockage policy, recent urban developments and changes to the channel characteristics of the Gurungaty Waterway. The flood behaviour at Swan Street and the southern parts of Church Street, Evans Street, Kembla Street and Corrimal Street have been investigated in detail. An assessment of the impact of future flood risks associated with sea level rise was also undertaken.

## Study area

The Wollongong City study area is an urbanised catchment which includes the suburbs of Wollongong (south of Crown Street), Coniston, and northern Port Kembla. The urban areas consist of a mixture of low to medium density residential housing to higher density residential and commercial development within Wollongong. The south of the study area is dominated by the BlueScope steel works site occupies a large portion of land at Port Kembla. Large open space land use includes Wollongong Golf Club and JJ Kelly Park.

The study area is drained by a combination of pit and pipe networks, overland flow paths and open channel reaches. Most of the study area drains towards the Gurungaty Waterway which discharges into Tom Thumbs Lagoon and ultimately into the Tasman Sea. Overland flooding is the dominant flood mechanism in areas west of the railway line. Overland flow occurs both along roadways as well as along remnant natural flow paths through the back of private properties. East of the railway line, the relatively flat topography, low elevations and low channel gradients results in significant ponding of flood water. Flooding in this area can also occur via backwater from tidal action within Tom Thumbs Lagoon, and flooding from storm water can be exacerbated by coincident high tides.

## Data collection and review

A range of data was obtained by Jacobs, their sub-contractors or provided by Council and other agencies. The data includes reports of studies that have been undertaken in the area; spatial data including aerial photographs and surveyed cross sections and other GIS layers; recorded rainfall data, wet weather overflow data, tide data; and existing hydraulic and hydrological models of the study area. Additional topographic survey was collected at selected cross section locations along the Gurungaty Waterway and at recent urban developments. The features surveyed were selected based on the review of available data and gaps analysis.

## Community consultation

Community consultation undertaken for the study included an announcement of the commencement of the project on Councils website, a community newsletter and questionnaire mailed out to the community and public exhibition and consultation of this review report. A total of 320 responses were received to the questionnaire which represents a 5.7% response rate. Based on the responses, 19% of respondents experienced flooding at their property, while approximately 30% experienced flooding on their streets. Feedback from the consultation provided valuable information for the validation of the flood models for flood events in June 2016 and March 2017.

## Flood model

The TUFLOW hydraulic model and WBNM hydrological models developed as part of the 2013 Flood Study have formed the basis for this review. The flood models were developed using the latest available technologies and catchment data available in 2013. A review of the hydraulic model developed as part of the 2013 Flood Study was undertaken to check that the model schematisation and model parameters have been based on industry standards and best practice. The hydraulic model review identified several areas for improvement which were incorporated into an updated hydraulic model.



## The Review of Wollongong City Flood Study



The updated hydraulic model was validated using data from two recent flood events, namely June 2016 and March 2017. The validation process involved simulating the historic events in the flood model and comparing the hydraulic model results to observed flood data provided by the community. There was generally a good correlation between the observed flood depths and the modelled flood depths for both flood events. Flood depth data was limited to Swan Street and adjoining streets and anecdotal evidence of flooding, for example reference to flooding on a street or at a property, was used to validate the model results elsewhere in the study area. The anecdotal evidence of flooding also correlated well with the model results for both flood events.

### Hydraulic model scenarios

A total of three scenarios were assessed to determine the impact on design flood behaviour as a result of the changes in policy, catchment conditions and improvements identified in the hydraulic model review:

- Scenario ID 1. Design flood events for 2013 catchment conditions with Councils revised blockage policy;
- Scenario ID 2. Design flood events for current catchment conditions with Councils revised blockage policy; and
- Scenario ID 3. Climate change (sea level rise and increases in rainfall intensity) analysis.

**Scenario ID 1** focused on understanding the influence of Council's revised blockage policy on the design flood information presented in the 2013 Flood Study. The hydraulic structure data of the hydraulic model developed as part of the 2013 Flood Study was updated to reflect the "Design" blockage factors and "Risk Management" blockage factors detailed in the Review of Conduit Blockage Policy (WMAwater, 2016). The results from Scenario ID 1 were compared to the 2013 Flood Study results for the 1% annual exceedance probability (AEP) and probable maximum flood (PMF) design flood events to determine the relative impacts of the changes in the blockage policy on flood levels and flows in the study area. The comparison indicated a reduction in flood levels along a number of the waterways for both the "Design" and "Risk Management" blockage factors. The degree of reductions in flood levels in the 1% AEP event in the range of 0.01m to 0.8m. The reductions in flood levels are expected as the revised blockage policy generally results in a reduced blockage potential at the structures across the watercourses when compared to the original conduit blockage policy adopted in the 2013 Flood Study.

**Scenario ID 2** involved updating the Scenario ID1 hydraulic model to incorporate recommendations identified in the hydraulic model review and information gathered during the data collection. This scenario represents catchment conditions at the commencement of this project (i.e. May 2017). An assessment of the impact of these updates was undertaken by comparing the scenario ID 2 results to the Scenario ID 1 results for the 1% AEP and PMF design flood events. The results of this comparison showed changes in flood behaviour across most of study area. Flood levels generally decreased towards the southern extent of the study area because of updates to the downstream model boundary and the lowering of the Gurungaty Causeway. Across the remainder of the study area, flood levels generally increased, with increases in flood levels typically in the range of 0.1m to 0.2m in the 1% AEP event. The model updates at the Gurungaty Waterway had the largest impact on the area impacted by flood level increases, with flood impacts extending from JJ Kelly Park to the Wollongong central business district (CBD). The changes at the Gurungaty Waterway included enabling a deactivated model layer representing the mangroves in the hydraulic model, increasing the Manning's n value used to represent the mangroves, updating the extent of the mangroves and other dense vegetation along the Gurungaty Waterway, reducing the cross-sectional area of the Gurungaty Waterway based on survey data captured in 2017 and changes to the representation of the footbridge at Greenhouse Park. The blockages in the pit and pipe network were updated in accordance with the Wollongong Development Control Plan (DCP) 2009 (Chapter E14). The changes to the approach to modelling the pit and pipe drainage network and the percentage blockage applied to this network also had a large impact on flooding, particularly in the upstream catchment areas which are dominated by overland flow mechanisms.

A separate comparison between the "Design" and "Risk Management" blockage factors results shows that there are generally negligible differences in flood behaviour between the two blockage factors.

## The Review of Wollongong City Flood Study



Scenario ID 2 was adopted for preparing design flood event data. Design flood events including the 20%, 10%, 5%, 2% and 1% AEP and PMF events have been analysed. Flood mapping of depth, flood level, and velocity has been undertaken for all the design event AEPs. Peak flood depth, level and velocity maps for the 1% AEP and PMF events with "Risk Management" blockage factors are presented in Figures ES1 to ES11.

**Scenario ID 3** involved the analysis of the impacts of sea level rise and increase in rainfall intensity on flood levels within the study area. The analysis involved an assessment of a 0.4m and 0.9m rise in sea levels in accordance with the Flood Risk Management Guide: Incorporating sea level rise benchmarks in flood risk assessments (NSW State Government, 2009). A 20% increase in rainfall intensity was used to assess the impacts of potential increases in extreme rainfall associated with climate change. The combined impacts of increases in sea level rise and increases in rainfall intensity was also assessed. The assessment was undertaken for the 1% AEP and PMF events and the results compared to scenario ID 2.

The model results for the 1% AEP event indicate that a 0.4m sea level rise scenario results in flood level increases in the range of 0.01m to 0.13m primarily along the Gurungaty Waterway and Eastern Branch. Flood level increases extend across an area north of JJ Kelly Park to Wollongong CBD including Swan Street, Beach Street, Evan Street, Kembla Street, Beatson Street and Corrimal Street. For the 0.9m sea level rise scenario, the pattern of flood level impacts is broadly similar to the 0.4m sea level rise scenario. However, the degree of flood level increases is greater, and the extent of the impacts affects a larger area. Flood level increases are typically in the range of 0.1m to 0.2m. A 20% increase in rainfall intensity for a 1% AEP event results in increases in flood levels across the study area. These increases in levels are typically in the range of 0.01m to 0.05m with higher increases in flood levels primarily along the Gurungaty Waterway and Eastern Branch. These higher increases extend across an area north of JJ Kelly Park to Wollongong CBD with flood level increases typically in the range of 0.1m to 0.2m. The combined impact of both sea level rise and increases in rainfall intensity indicate flood level increases across the study area. The largest extent and degree of flood level increases are along the Gurungaty Waterway and Eastern Branch where increases extend across an area north of JJ Kelly Park to Wollongong CBD.

Provisional flood hazard mapping (**Scenario ID 4**) was generated in accordance with Australian Emergency Management Handbook Series, AEM Handbook 7 to map the flood hazard in the study area. Figures ES19 to ES22 presents the flood hazard for the 1% AEP and PMF events with separate maps prepared for the "Design" and "Risk Management" blockage factors.

### Review of flooding at Swan Street

Several residents at Swan Street and adjoining streets have raised concerns with Council regarding the frequency of flooding at their properties. Residents have noted that there has been an increase in the number of flood events at Swan Street over the last ten years and have identified a number of potential reasons for this including the build-up of debris in the Gurungaty Waterway and increases in the extent and density of vegetation along the waterway. An analysis of the rainfall data, a review of Sydney Water wet weather overflows and the impacts of changes in the dimensions and extent of vegetation along the Gurungaty Waterway was undertaken as part of a review of flooding at Swan Street.

The analysis of rainfall data focussed on potential changes in rainfall patterns over time. Cumulative rainfall totals were assessed for several gauges across the Wollongong region. The results indicate that for the most part, there have been no long-term changes in rainfall patterns in the study area or across the region in general.

An analysis of the mean number of days of rain in a year  $\geq 25$  mm and  $\geq 100$  mm was undertaken for Station 068131 in Port Kembla. This station is in close proximity to the study area and has 54 years of observations (from 1963 to 2017). The analysis indicates that the number of days annually with rainfall  $\geq 25$  mm and  $\geq 100$  mm in the last 7 years was greater than the preceding 10 years. In terms of the long-term average, the number of days annually with rainfall  $\geq 25$  mm and  $\geq 100$  mm over the last 7 years is average for the period of record.

For the Sydney Water STP gauge located within the study area, total yearly rainfall totals were compared to the average rainfall totals for the period of recorded data, i.e. 17 years. The results of this analysis indicate that the annual rainfall totals in the last 7 years are higher than the average rainfall total for the short period of record. An assessment of the number of rainfall events which had an equivalent or greater rainfall depth to the March



## The Review of Wollongong City Flood Study

**JACOBS**

2017 flood event, i.e. 100mm, was also undertaken. Analysis of rainfall data for the March 2017 flood event shows that it generally tracks between a 63.2% AEP and a 50% AEP event. A total of 10 storm events with a total rainfall depth equivalent or greater than the March 2017 occurred between May 2003 and March 2017. The events typically occurred either annually or every two years with no recorded events exceeding 100mm in rainfall depth recorded between 1998 and 2002.

The assessment of changes in the dimensions and vegetation along the Gurungaty Waterway involved developing a model scenario representing 2010 study area conditions. 2010 was selected as the previous topographical survey of the Gurungaty Waterway was completed in 2010 and the extent of vegetation along the Gurungaty Waterway was significantly less extensive than current catchment conditions. The model results indicate that changes to the channel profile and vegetation along the Gurungaty Waterway from 2010 to 2017 has resulted flood level increases in the vicinity of Swan Street and adjoining streets. These flood level increases were typically in the range of 0.04m to 0.07m in a 1% AEP design flood event. Given the topography is relatively flat, low lying and prone to flooding, a small increase in flood levels can have a corresponding increase in flood frequency. Furthermore, the degree of impacts may be higher for more frequent flood events as the head of water driving flood water along the Gurungaty Waterway is reduced which may worsen the flood impacts of vegetation and channel profile changes. When combined with the higher than average rainfall totals in the last 7 years when compared to the preceding 10 years, the degree of flooding at Swan Street and adjoining streets may be further exacerbated when compared to long term averages.

A review of the Sydney Water wet weather overflow data was undertaken to determine if the volume of the wet weather overflows could be contributing to flooding at Swan Street and adjoining streets. Wet weather overflows occur when the waste water system becomes overloaded during heavy rainfall and discharges into the local environment. Overloading of the waste water system is typically due to infiltration of groundwater into the sewer system and/or illegal stormwater connections to the waste water system. No information was available on the extent of the wastewater network, and for the purpose of the analysis it was assumed that there are cross catchment inflows to the wastewater system. The volume of the wet weather overflows was analysed for the June 2016 and March 2017 flood events to determine how the volume of the wet weather overflows compared to the volume of flow in the Gurungaty Waterway near Swan Street. The results of this analysis indicate that the volume of the wet weather overflow as a percentage of the overall flow volume was approximately 3% for the March 2017 event and approximately 6% for the June 2016 flood event. The volume of the wet weather overflows is relatively small when compared to the overall volume of the flood event. However, the cumulative impact of the wet weather overflows, when combined with the impacts of changes in the vegetation and channel profile of the Gurungaty Waterway, may further exacerbate the flooding issues at Swan Street and adjoining streets.

### Conclusions and recommendations

At the time of preparing this report, updated national guidelines for determining design rainfall were available through Australian Rainfall and Runoff (ARR) 2016. It is recommended that the implication of ARR 2016 on flood behaviour are assessed during the next stage of the floodplain management process, i.e. the Floodplain Risk Management Study.

The Floodplain Risk Management Guide, Modelling the Interaction of Catchment Flooding and Oceanic Inundation in Coastal Waterways (OEH, 2015) provides advice on approaches that can be used to derive ocean boundary conditions and design flood levels. It is recommended that this guide is considered for determining design ocean boundary conditions as part of the Floodplain Risk Management Study, in combination with the ARR 2016 rainfall analysis.

It is recommended that additional analysis is undertaken as part of the Floodplain Risk Management Study to further assess the impacts of the changes in the characteristics of the Gurungaty Waterway and to model the impact of the wet weather overflows on flood behaviour. Consideration should be given to assessing the flood impacts of changes in the Gurungaty Waterway in a flood event with low tide conditions and for more frequent design flood events where the impacts may be greater than the 1% AEP design flood event. As part of the Floodplain Risk Management Study, it is recommended that vegetation management measures are considered to improve the conveyance along the Gurungaty Waterway.

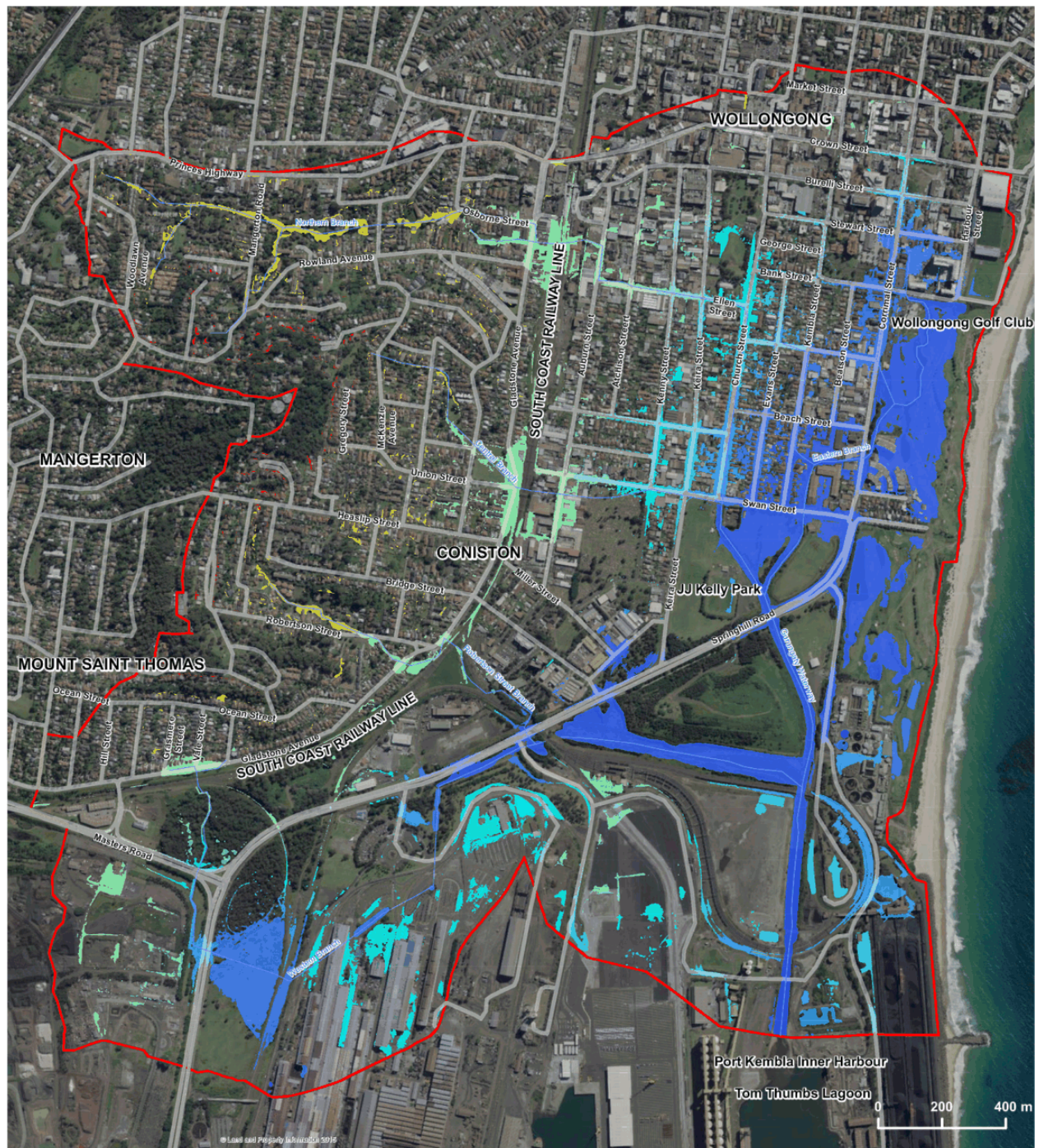


## The Review of Wollongong City Flood Study



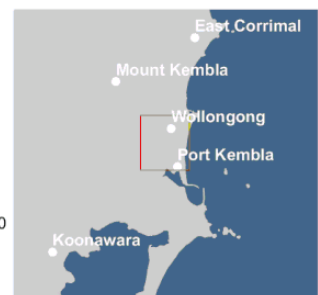
The representation of buildings is based on digitising building footprints from aerial photographs which may not capture local lot scale flood mitigation measures such as defined overland flow paths. It is recommended that that information specific to lot scale flood mitigation measures is captured and included in future iterations of the model. Councils local knowledge of the catchment will be important in determining the location of these lots.

The model results indicate that there is a relatively small difference in flood behaviour between the “Design” and Risk Management” blockage factors. It is recommended that Council to re-assess the value of having two sets of blockage factors in view of the results.



#### Legend

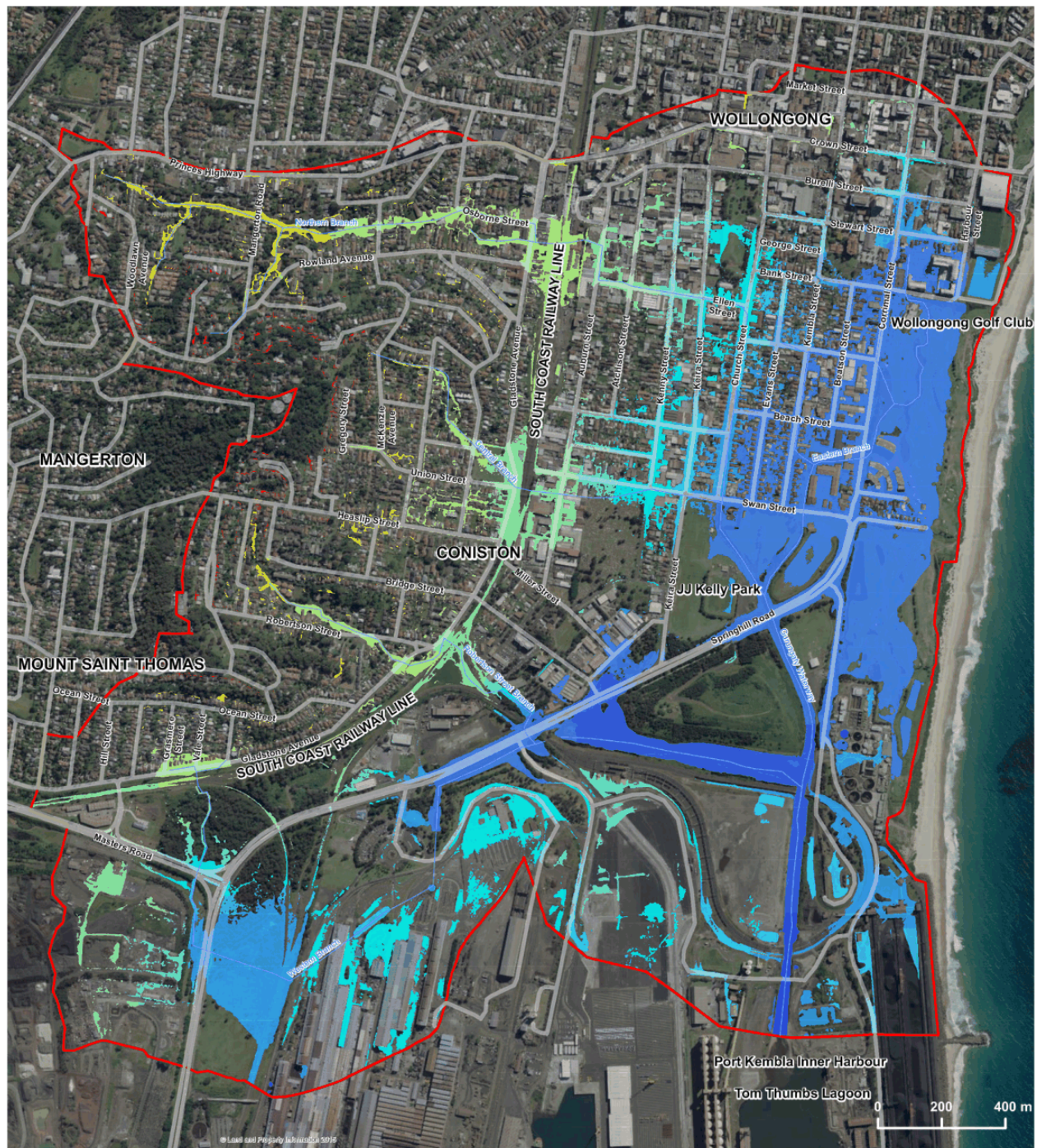
<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Flood Levels (mAHD)	<span style="background-color: #00FFFF; border: 1px solid black; padding: 2px;"> </span> 6 - 8	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 35 - 40
<span style="border-bottom: 2px solid pink; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 0 - 1	<span style="background-color: #ADD8E6; border: 1px solid black; padding: 2px;"> </span> 8 - 10	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 40 - 45
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 1 - 2	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 10 - 15	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 45 - 50
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 2 - 3	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 15 - 20	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 50 - 55
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 3 - 4	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 20 - 25	<span style="background-color: #FF0000; border: 1px solid black; padding: 2px;"> </span> 55 - 60
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 4 - 5	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 25 - 30	<span style="background-color: #FF0000; border: 1px solid black; padding: 2px;"> </span> > 60
	<span style="background-color: #00FFFF; border: 1px solid black; padding: 2px;"> </span> 5 - 6	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 30 - 35	



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Figure ES1 | Scenario ID2 "Risk Management" blockage factor peak flood level – 20% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> Flood Levels (mAHd)	<span style="background-color: cyan; width: 15px; height: 10px; display: inline-block;"></span> 6 - 8	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 35 - 40
<span style="border-bottom: 2px solid pink; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 1	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 8 - 10	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 40 - 45
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 1 - 2	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 10 - 15	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 45 - 50
	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 2 - 3	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 15 - 20	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 50 - 55
	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 3 - 4	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 20 - 25	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 55 - 60
	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 4 - 5	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 25 - 30	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 60
	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 5 - 6	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 30 - 35	



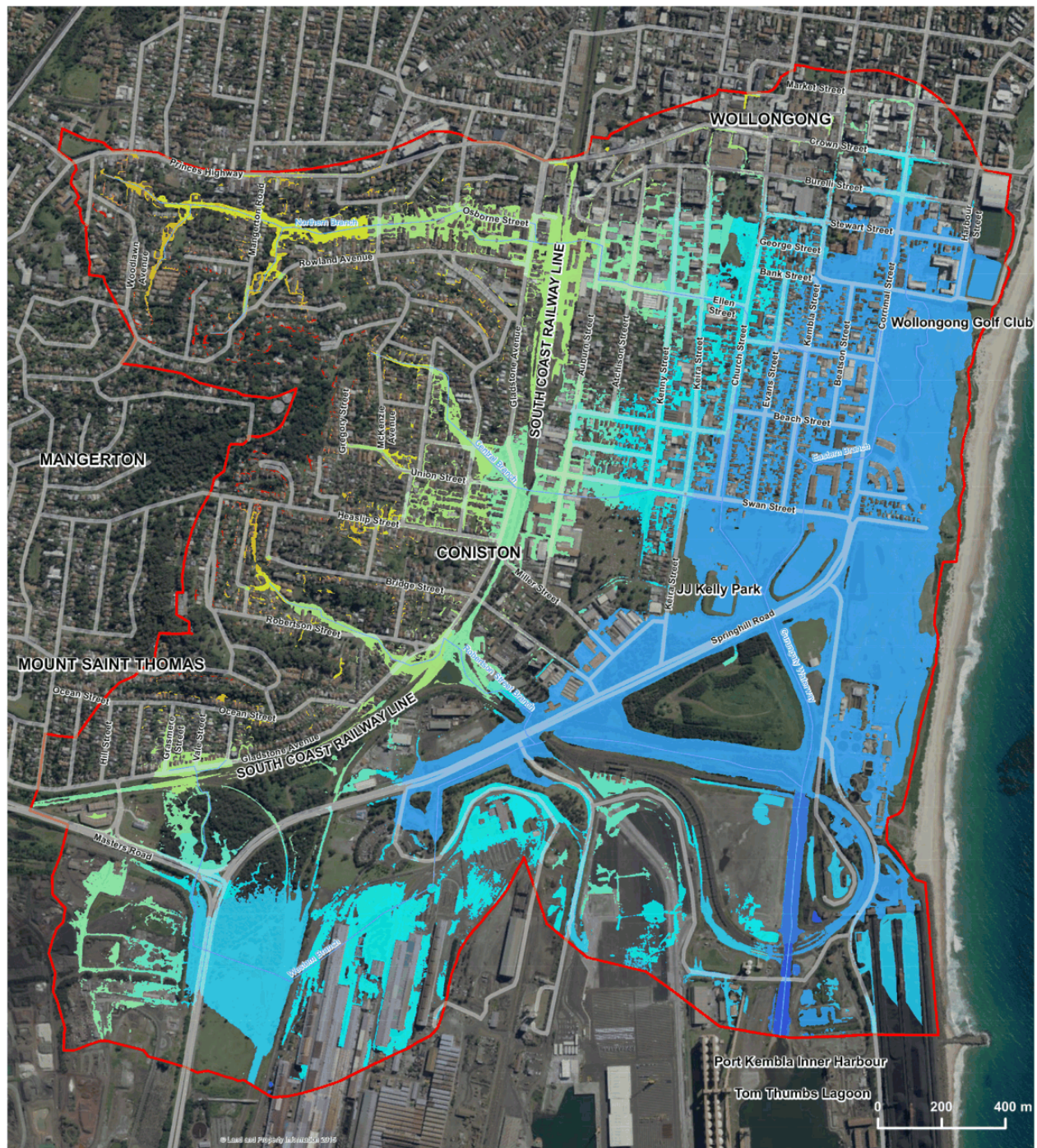
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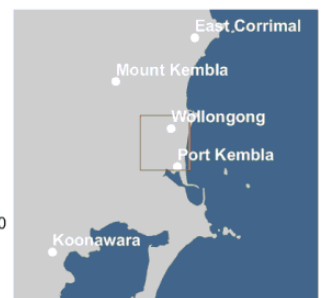
Figure ES2 | Scenario ID2 "Risk Management" blockage factor peak flood level – 1% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	<b>Flood Levels (mAHD)</b>	<span style="background-color: #00FFFF; border: 1px solid black; padding: 2px;"> </span> 6 - 8	<span style="background-color: #FFFF00; border: 1px solid black; padding: 2px;"> </span> 35 - 40
<span style="border-bottom: 2px solid pink; width: 20px; display: inline-block;"> </span> Roads	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 0 - 1	<span style="background-color: #ADD8E6; border: 1px solid black; padding: 2px;"> </span> 8 - 10	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 40 - 45
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"> </span> Flow Paths	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 1 - 2	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 10 - 15	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 45 - 50
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 2 - 3	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 15 - 20	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 50 - 55
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 3 - 4	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 20 - 25	<span style="background-color: #FFD700; border: 1px solid black; padding: 2px;"> </span> 55 - 60
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 4 - 5	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 25 - 30	<span style="background-color: #FF0000; border: 1px solid black; padding: 2px;"> </span> > 60
	<span style="background-color: #0000FF; border: 1px solid black; padding: 2px;"> </span> 5 - 6	<span style="background-color: #90EE90; border: 1px solid black; padding: 2px;"> </span> 30 - 35	



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Figure ES3 | Scenario ID2 "Risk Management" blockage factor peak flood level – PMF event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Flood depths (m)
<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="display: inline-block; width: 15px; height: 10px; background-color: #d3d3d3; border: 1px solid black;"></span> < 0.15
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="display: inline-block; width: 15px; height: 10px; background-color: #add8e6; border: 1px solid black;"></span> 0.15 - 0.25
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #4682b4; border: 1px solid black;"></span> 0.25 - 0.5
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #008080; border: 1px solid black;"></span> 0.5 - 1.5
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #000080; border: 1px solid black;"></span> > 1.5



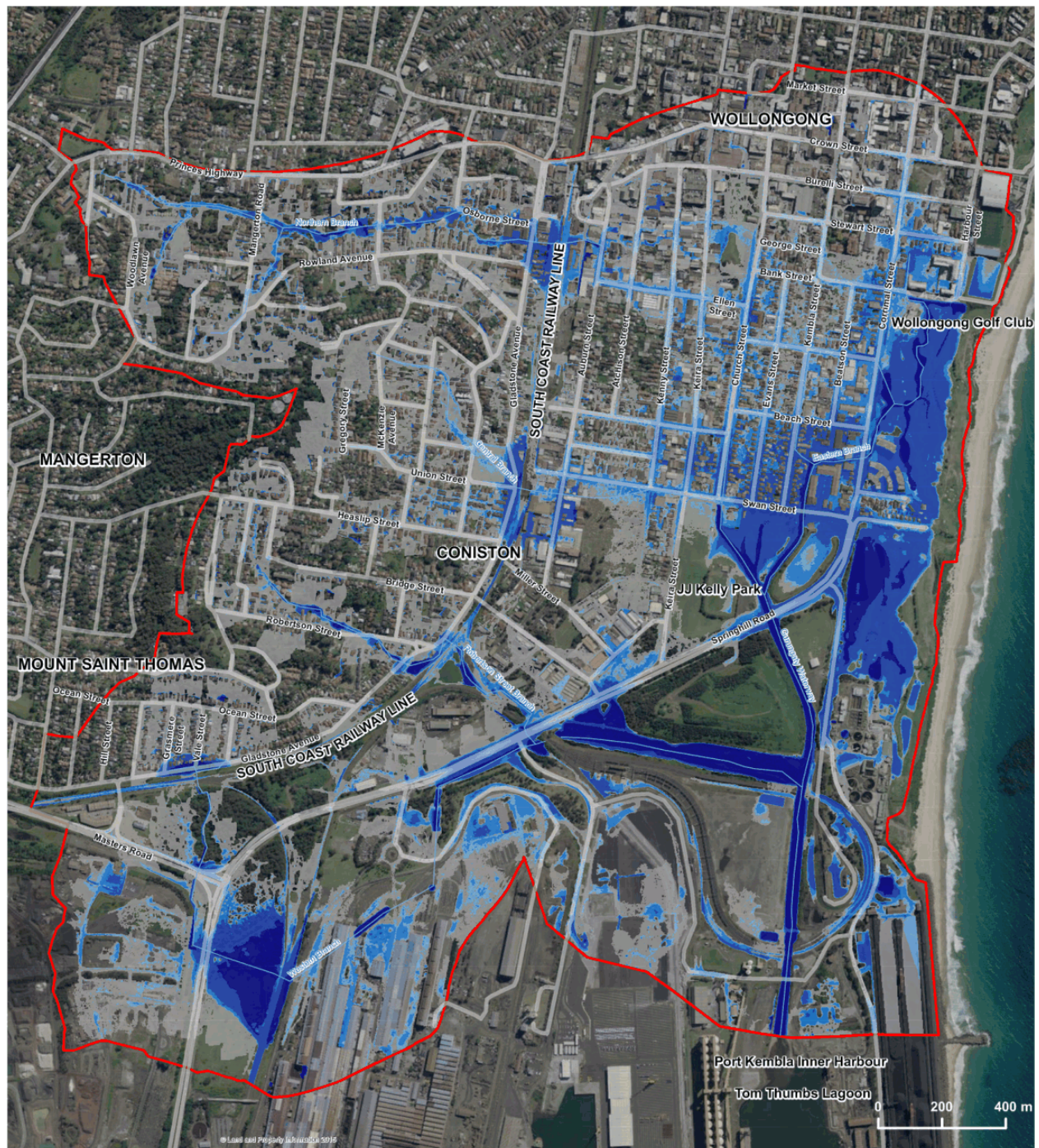
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Jacobs 2015  
AUSIMAGE 2014  
RMS 2015  
LPI 2015

Figure ES4 | Scenario ID2 "Risk Management" blockage factor peak flood depth – 20% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Flood depths (m)
<span style="border-bottom: 2px solid lightblue; width: 20px; display: inline-block;"></span> Roads	<span style="display: inline-block; width: 15px; height: 10px; background-color: #d3d3d3; border: 1px solid black;"></span> < 0.15
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="display: inline-block; width: 15px; height: 10px; background-color: #add8e6; border: 1px solid black;"></span> 0.15 - 0.25
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #4682b4; border: 1px solid black;"></span> 0.25 - 0.5
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #1e90ff; border: 1px solid black;"></span> 0.5 - 1.5
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #0000cd; border: 1px solid black;"></span> > 1.5



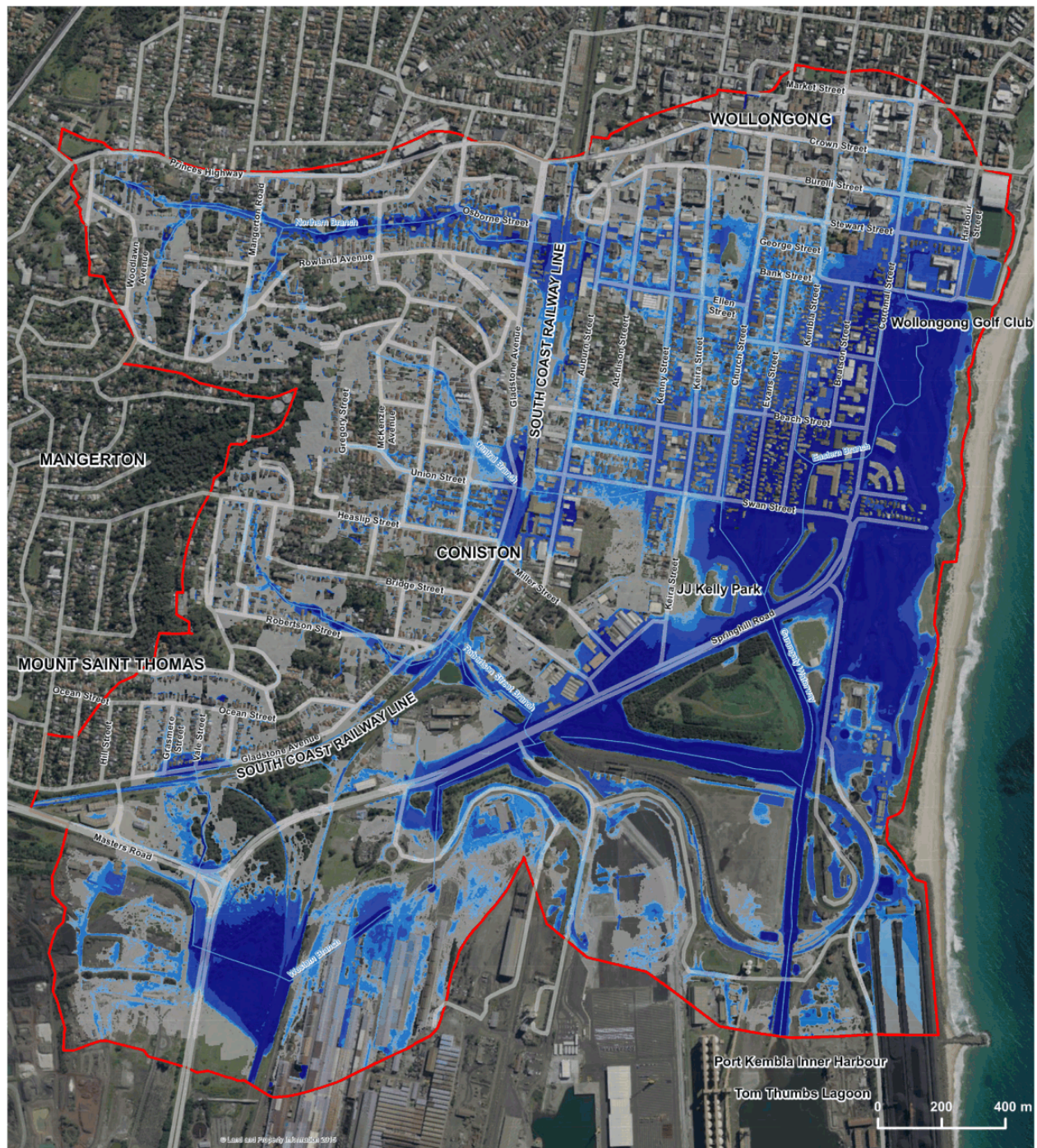
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Jacobs 2015  
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Figure ES5 | Scenario ID2 "Risk Management" blockage factor peak flood depth – 1% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Flood depths (m)
<span style="border-bottom: 2px solid lightblue; width: 20px; display: inline-block;"></span> Roads	<span style="display: inline-block; width: 15px; height: 10px; background-color: #d3d3d3; border: 1px solid black;"></span> < 0.15
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="display: inline-block; width: 15px; height: 10px; background-color: #add8e6; border: 1px solid black;"></span> 0.15 - 0.25
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #4682b4; border: 1px solid black;"></span> 0.25 - 0.5
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #008080; border: 1px solid black;"></span> 0.5 - 1.5
	<span style="display: inline-block; width: 15px; height: 10px; background-color: #000080; border: 1px solid black;"></span> > 1.5



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Jacobs 2015  
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Figure ES6 | Scenario ID2 "Risk Management" blockage factor peak flood depth – PMF event





Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid orange; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: grey; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1

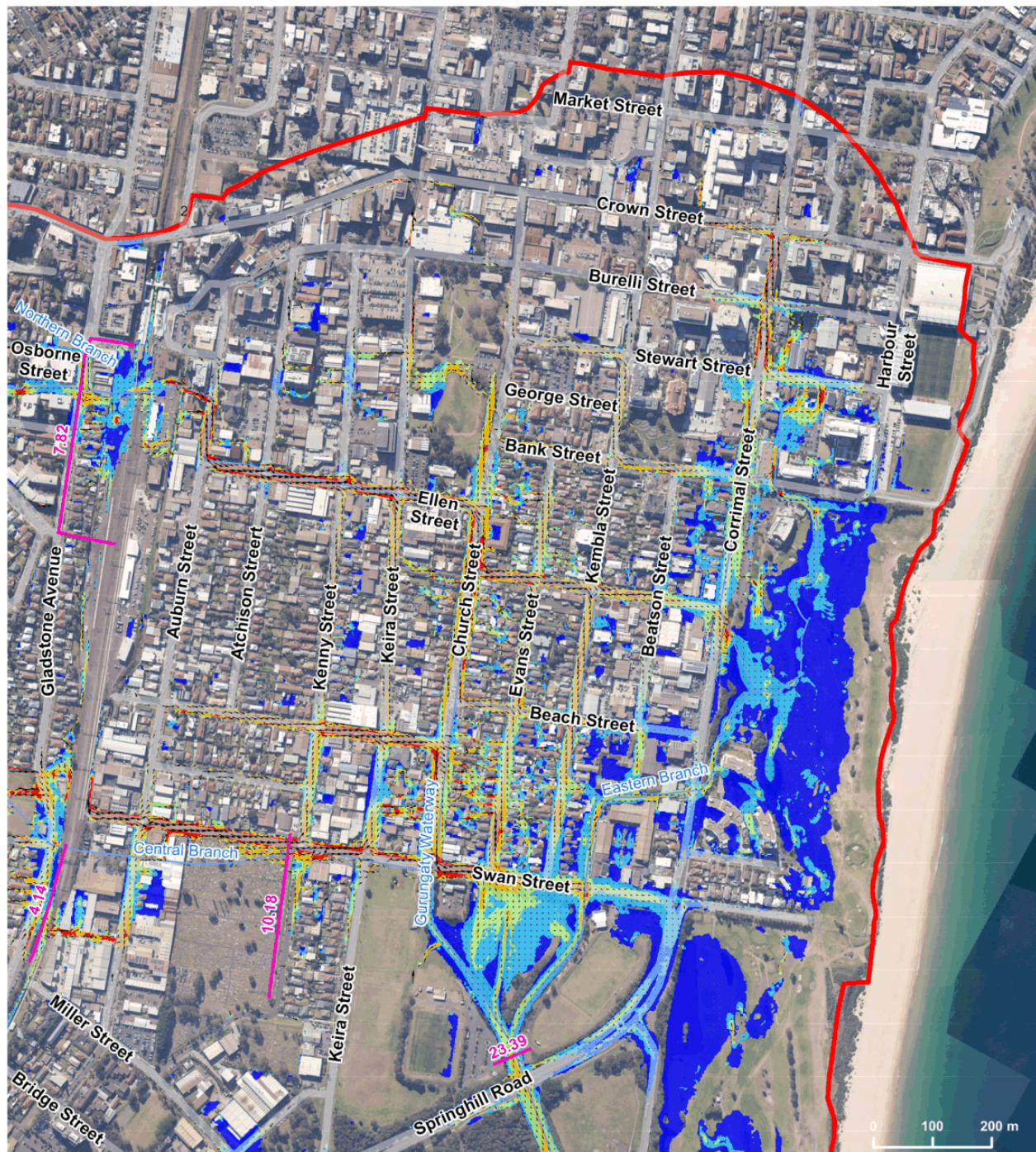


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Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015



Figure ES7-A | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 20% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 1px solid lightblue; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: green; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1

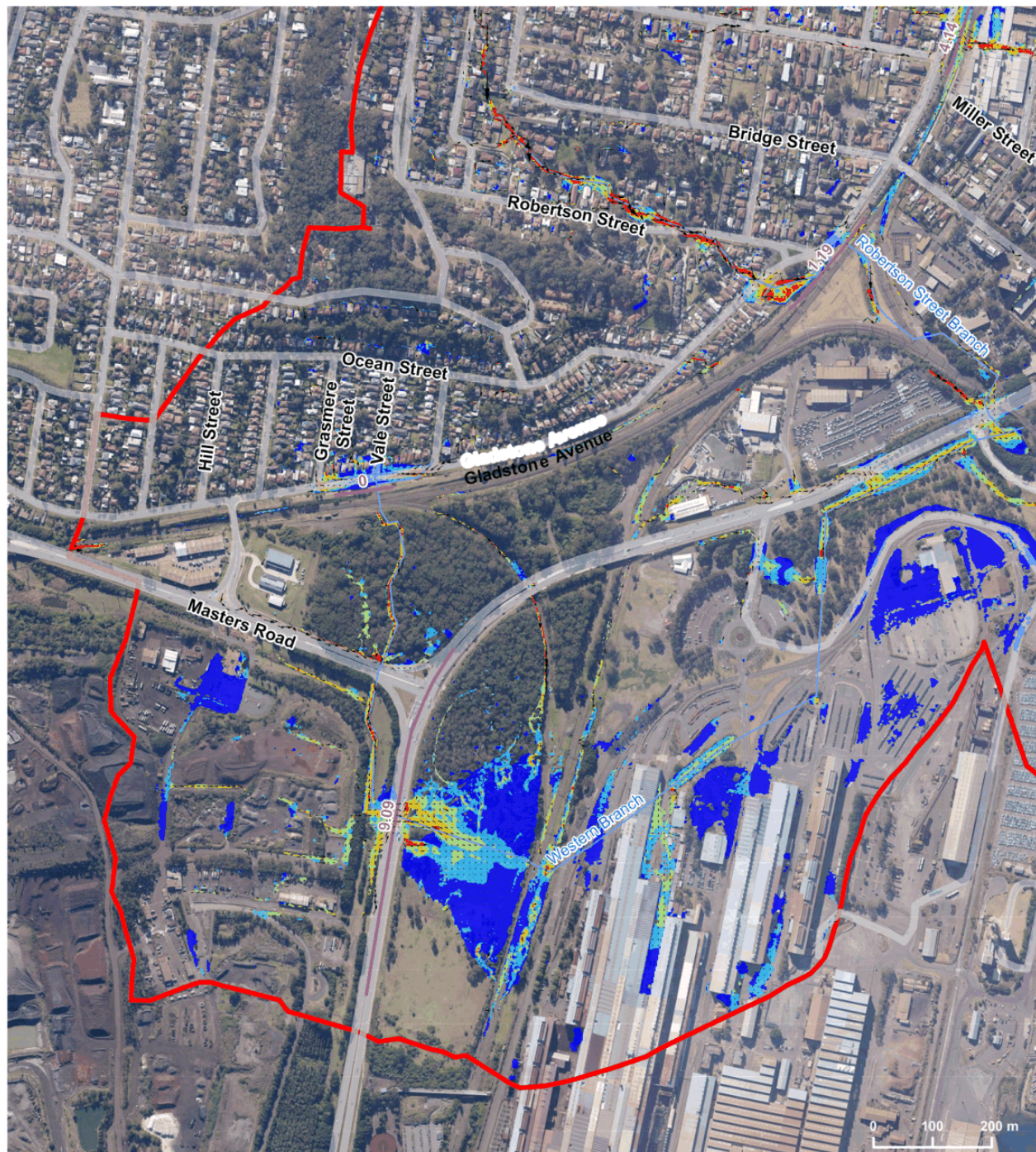


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Jacobs 2015  
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RMS 2015  
LPI 2015

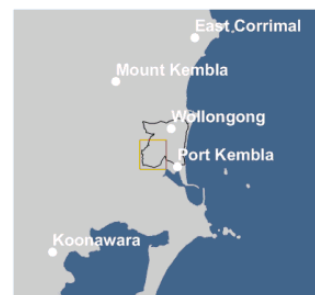
Figure ES7-B | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 20% AEP event





Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 2px solid red; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 2px solid brown; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: grey; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1



A3

1:6,500

Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

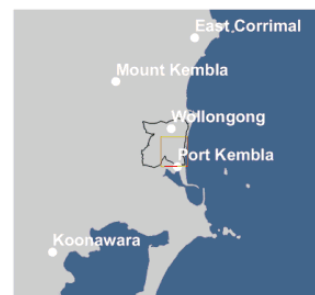
Figure ES7-C | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 20% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 2px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: green; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1



A3  
1:6,500  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES7-D | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 20% AEP event





Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid pink; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: grey; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1

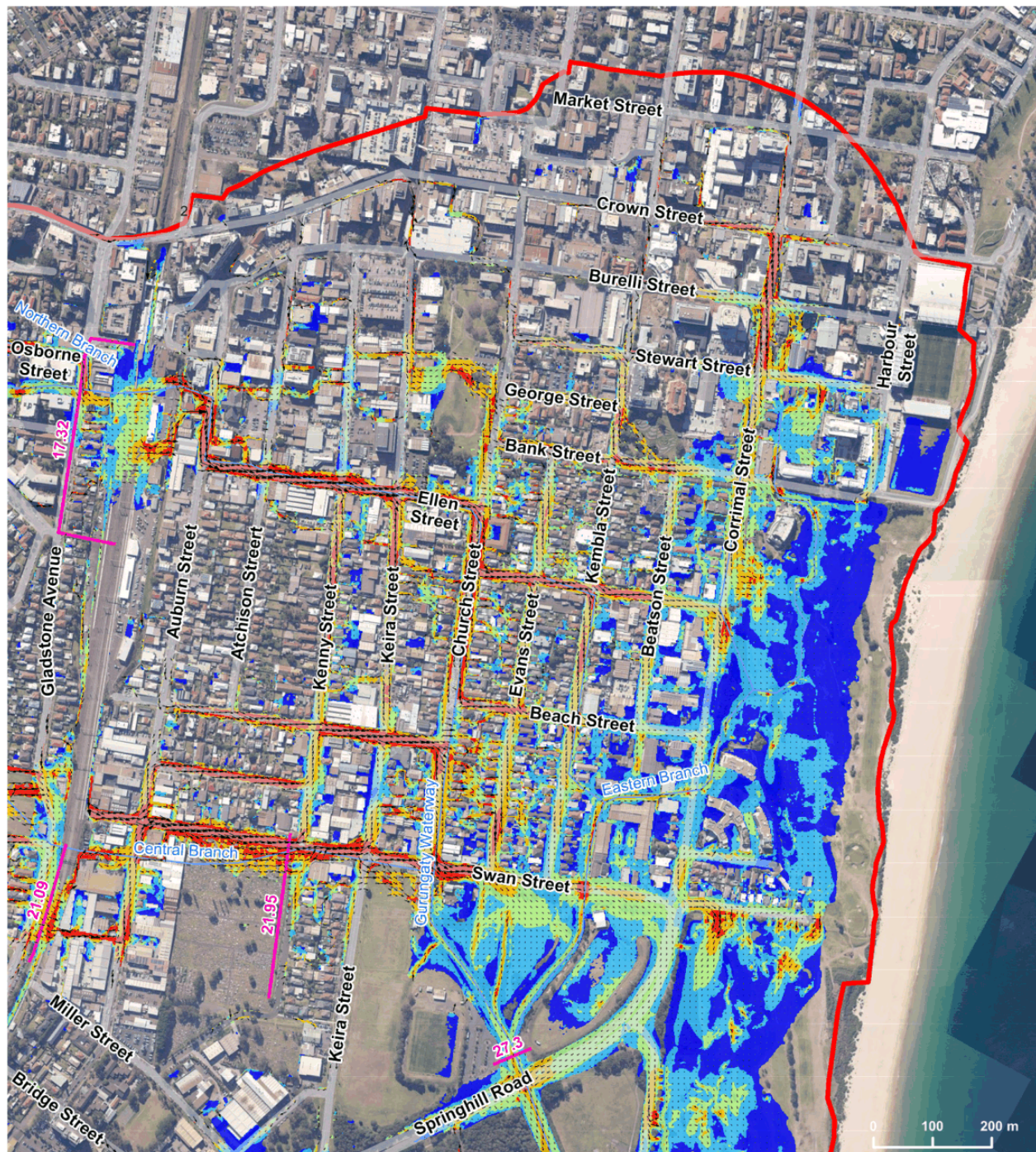


A3  
1:6,500  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015



Figure ES8-A | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 1% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: lightgreen; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1



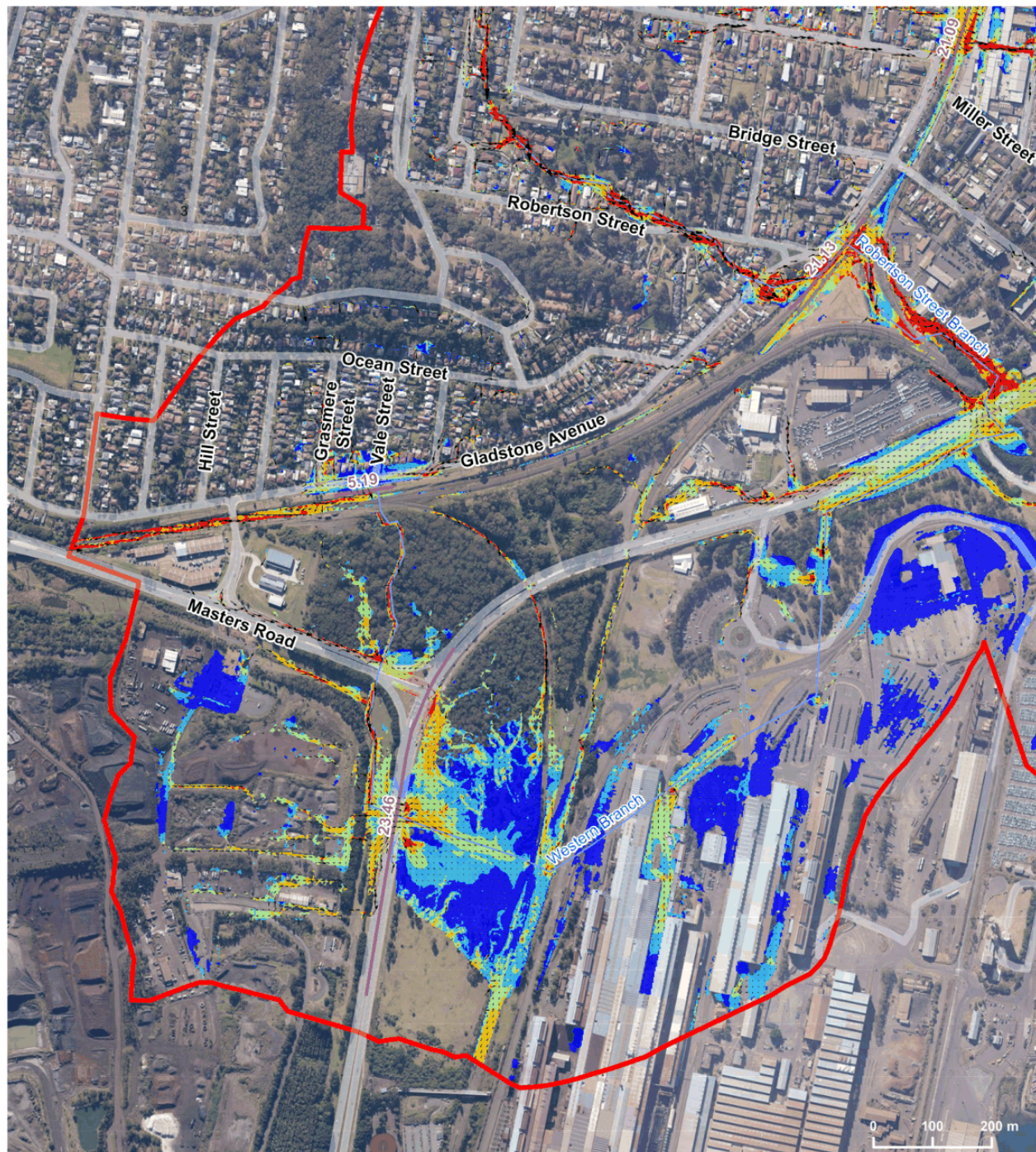
A3

1:6,500

Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES8-B | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 1% AEP event





Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid brown; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: lightgreen; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: orange; width: 15px; height: 10px; display: inline-block;"></span> > 1

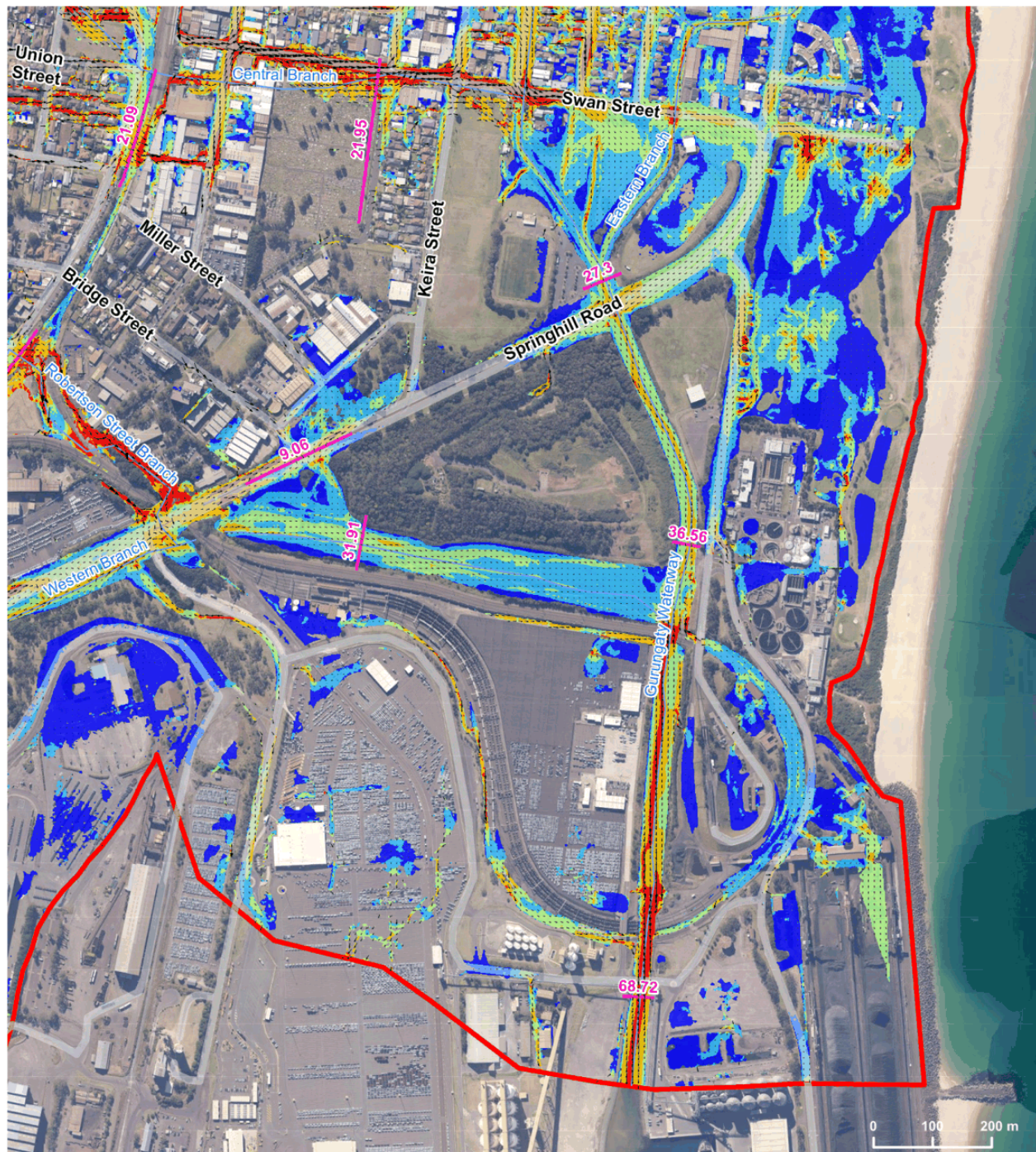


A3  
1:6,500  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015



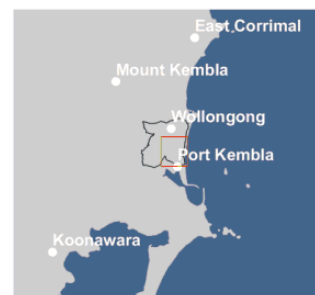
Figure ES8-C | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 1% AEP event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
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<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: lightgreen; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1



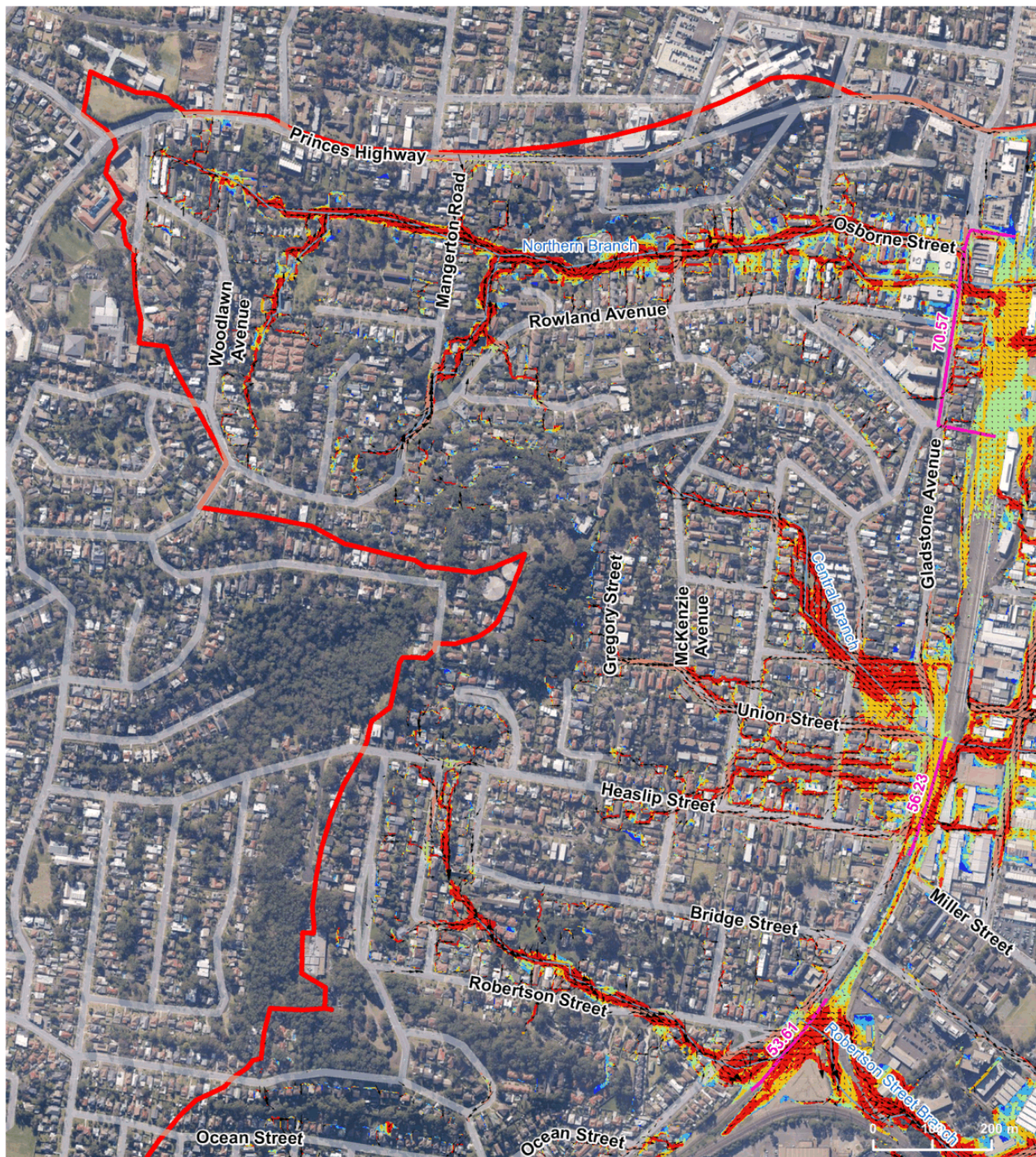
A3

1:6,500

Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES8-D | Scenario ID2 "Risk Management" blockage factor peak flood velocity – 1% AEP event





Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
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<span style="border-bottom: 1px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: #90EE90; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: #FFD700; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
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A3  
1:6,500  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

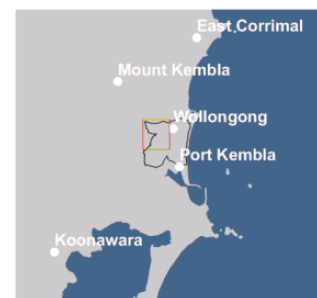
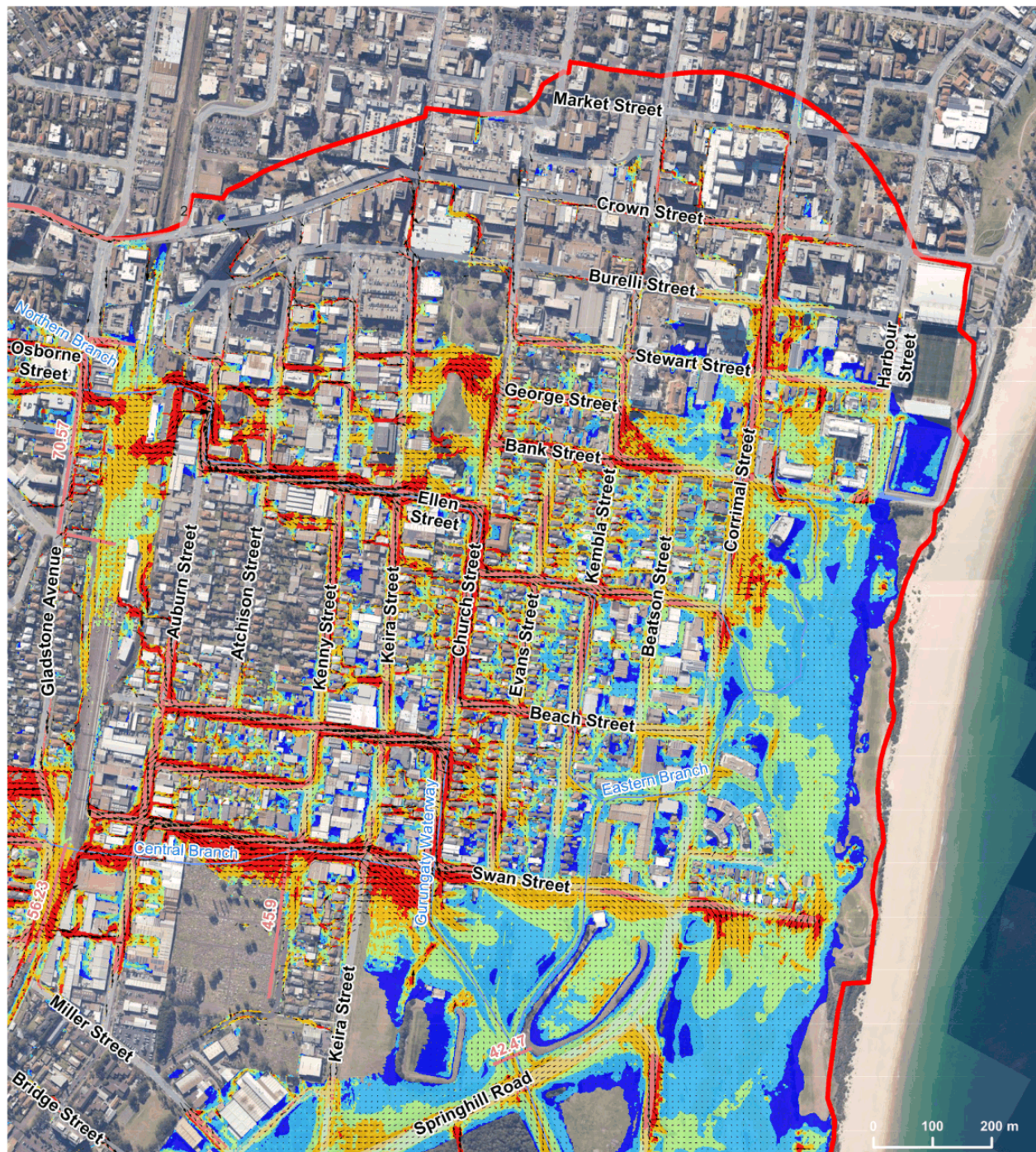


Figure ES9-A | Scenario ID2 "Risk Management" blockage factor peak flood velocity – PMF event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid orange; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: orange; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1

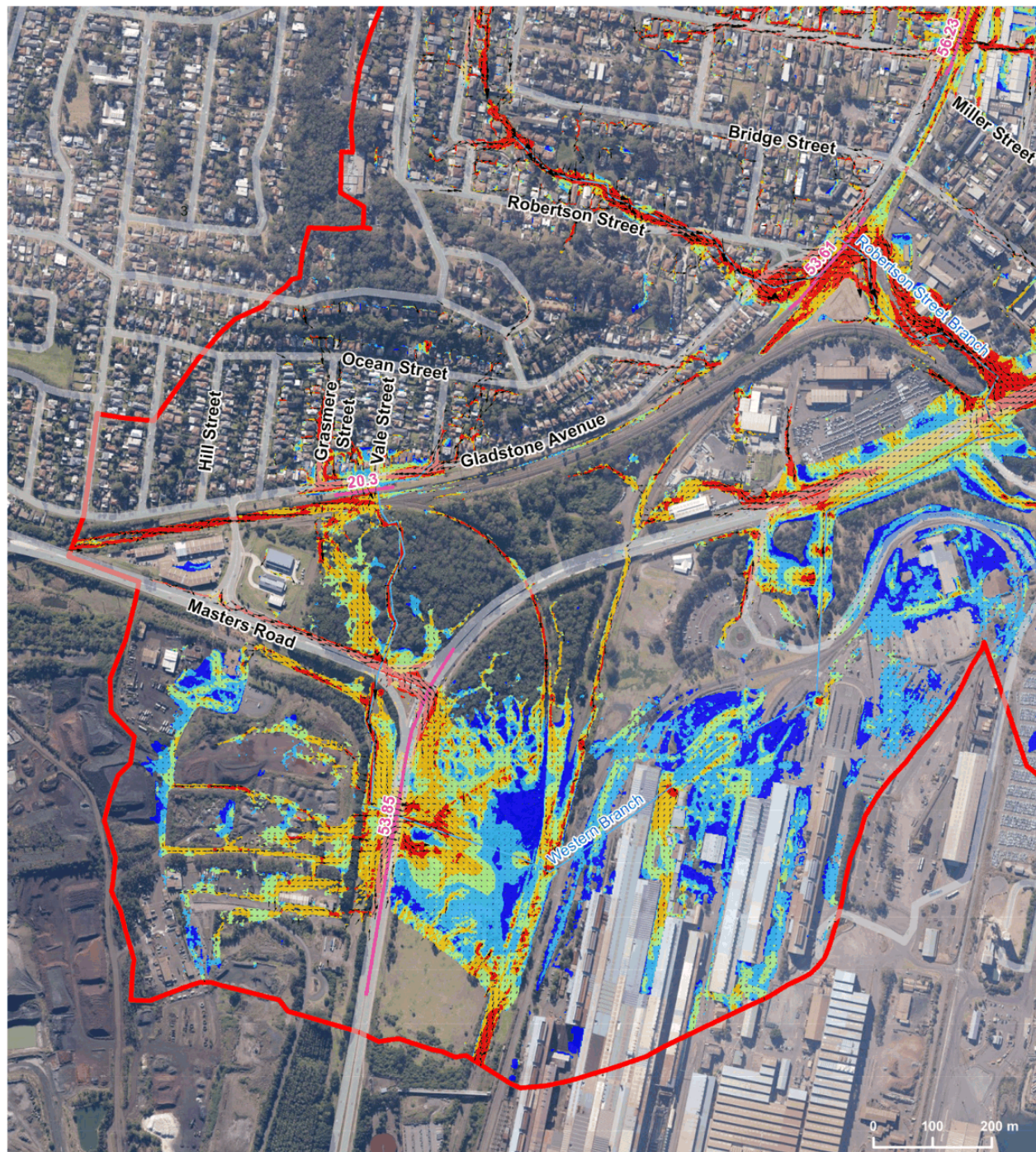


A3

1:6,500  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES9-B | Scenario ID2 "Risk Management" blockage factor peak flood velocity – PMF event





#### Legend

<span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area	Velocity (m/s)
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<span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: green; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1



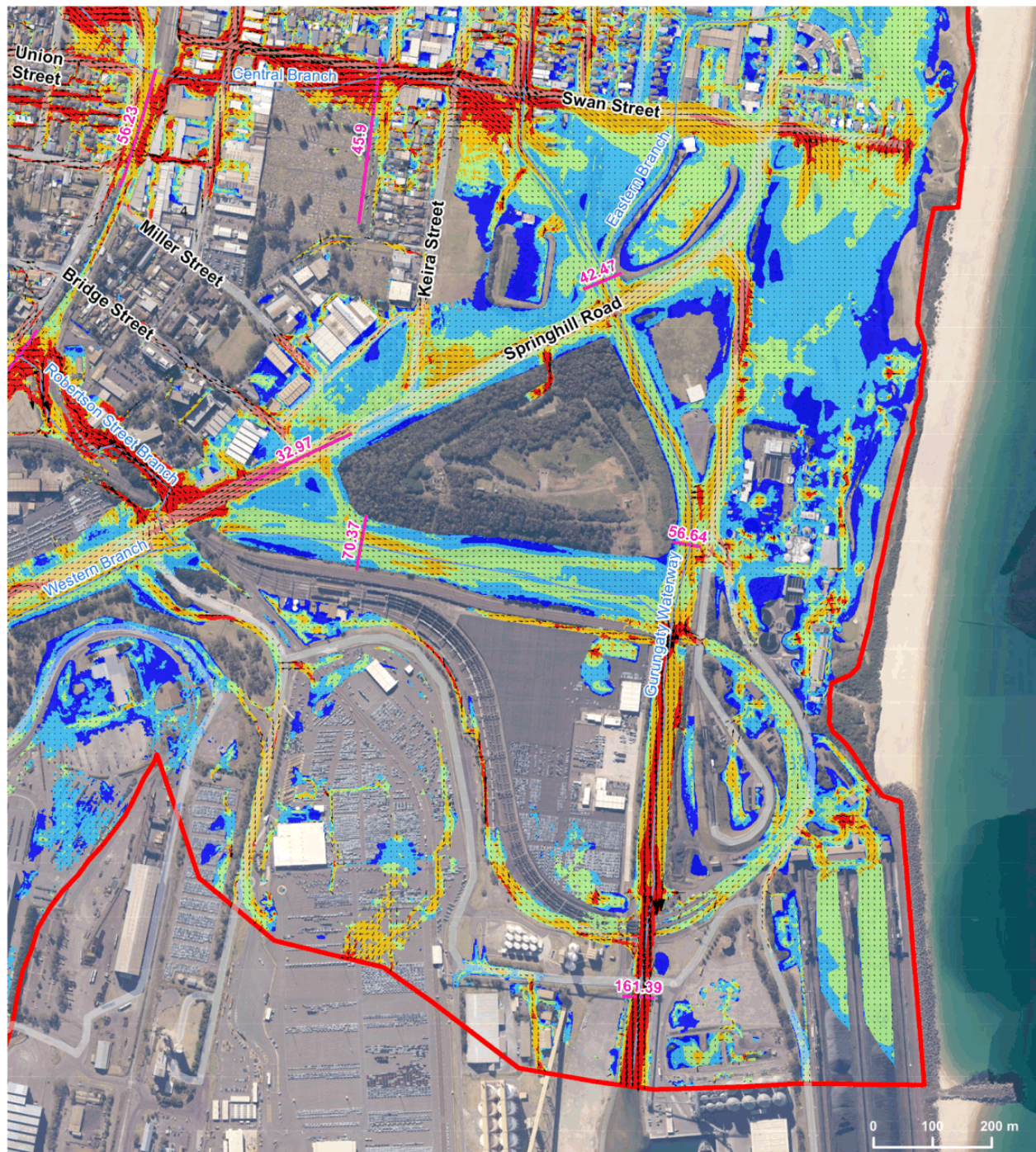
A3

1:6,500

Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES9-C | Scenario ID2 "Risk Management" blockage factor peak flood velocity – PMF event





Legend

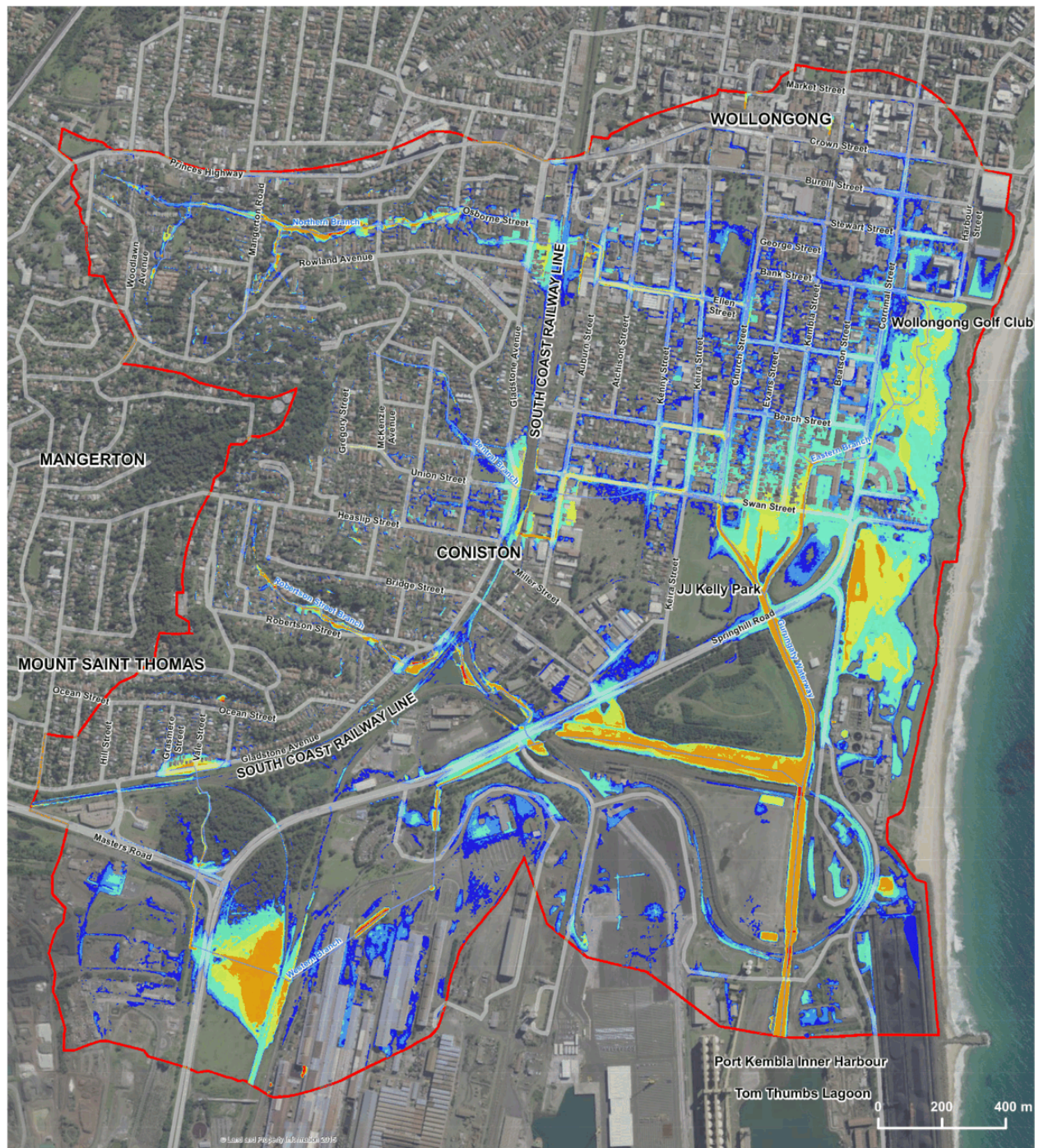
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<span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads	<span style="background-color: blue; width: 15px; height: 10px; display: inline-block;"></span> 0 - 0.1
<span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths	<span style="background-color: lightblue; width: 15px; height: 10px; display: inline-block;"></span> 0.1 - 0.25
<span style="border-bottom: 1px solid magenta; width: 20px; display: inline-block;"></span> Peak flows	<span style="background-color: lightgreen; width: 15px; height: 10px; display: inline-block;"></span> 0.25 - 0.5
<span style="border-bottom: 1px solid black; width: 20px; display: inline-block;"></span> Velocity Vectors	<span style="background-color: yellow; width: 15px; height: 10px; display: inline-block;"></span> 0.5 - 1
	<span style="background-color: red; width: 15px; height: 10px; display: inline-block;"></span> > 1



A3  
1:6,500  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES9-D | Scenario ID2 "Risk Management" blockage factor peak flood velocity – PMF event





#### Legend

- |   |   |
|---|---|
| <span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area              | <span style="background-color: blue; width: 20px; height: 10px; display: inline-block;"></span> Provisional Flood Hazard  |
| <span style="border-bottom: 1px solid grey; width: 20px; display: inline-block;"></span> Roads      | <span style="background-color: blue; width: 20px; height: 10px; display: inline-block;"></span> H1 - No restrictions  |
| <span style="border-bottom: 1px solid blue; width: 20px; display: inline-block;"></span> Flow Paths | <span style="background-color: lightblue; width: 20px; height: 10px; display: inline-block;"></span> H2 - Unsafe for small vehicles   |
|   | <span style="background-color: green; width: 20px; height: 10px; display: inline-block;"></span> H3 - Unsafe for vehicles, children and the elderly   |
|   | <span style="background-color: yellow; width: 20px; height: 10px; display: inline-block;"></span> H4 - Unsafe for people and vehicles   |
|   | <span style="background-color: orange; width: 20px; height: 10px; display: inline-block;"></span> H5 - Unsafe for people or vehicles. Buildings require special engineering design and construction |
|   | <span style="background-color: red; width: 20px; height: 10px; display: inline-block;"></span> H6 - Not suitable for people, vehicles or buildings  |



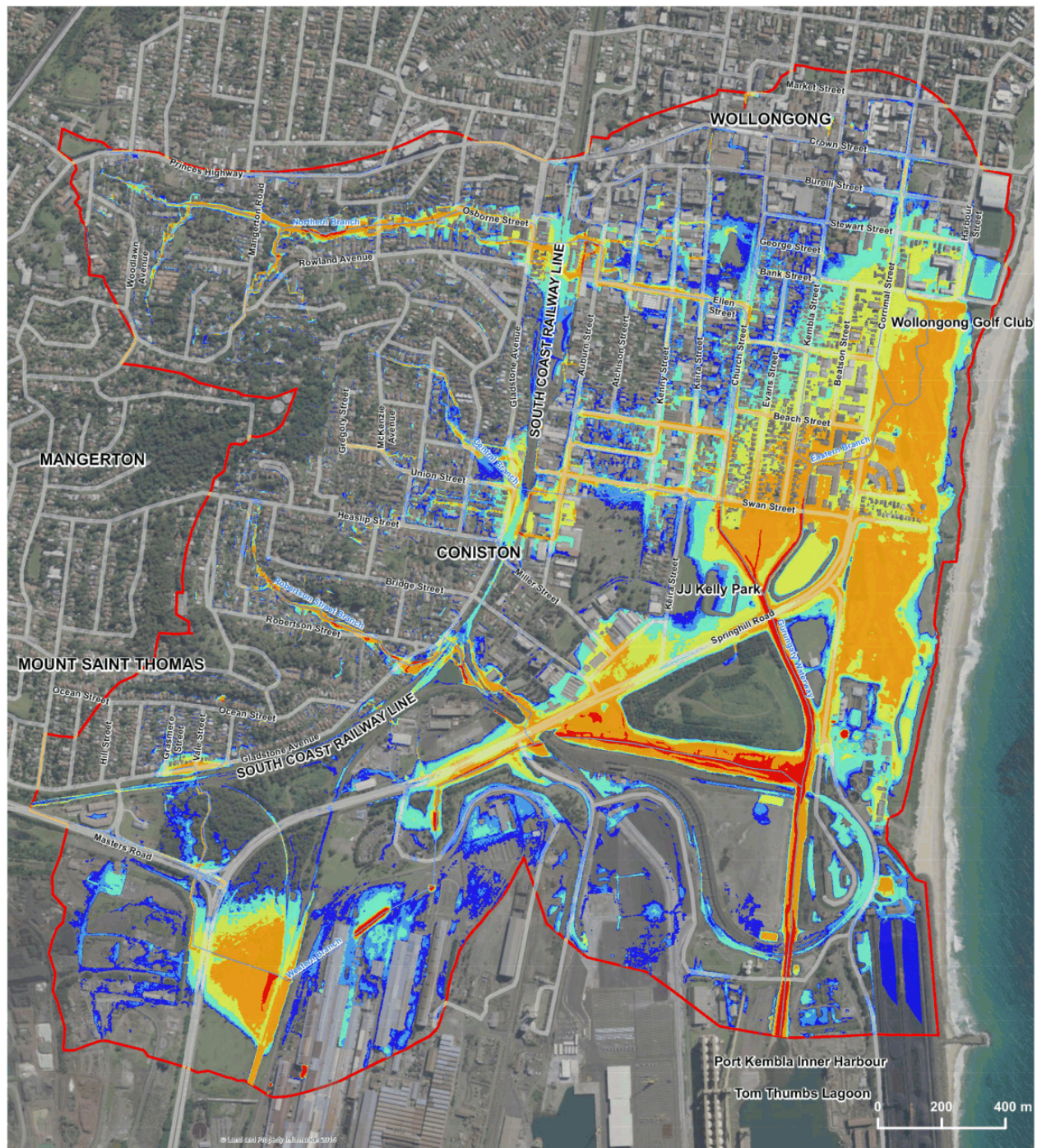
A3

1:12,000

Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015

Figure ES10 | Scenario ID2 "Risk Management" blockage factor provisional flood hazard – 1% AEP event





#### Legend

- |   |   |
|---|---|
| <span style="border: 2px solid red; padding: 2px;"> </span> Wollongong City Study Area              | <span style="background-color: blue; border: 1px solid black; padding: 2px;"> </span> Provisional Flood Hazard  |
| <span style="border-bottom: 2px solid red; width: 20px; display: inline-block;"></span> Roads       | <span style="background-color: blue; border: 1px solid black; padding: 2px;"> </span> H1 - No restrictions  |
| <span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Flow Paths | <span style="background-color: lightblue; border: 1px solid black; padding: 2px;"> </span> H2 - Unsafe for small vehicles   |
|   | <span style="background-color: lightgreen; border: 1px solid black; padding: 2px;"> </span> H3 - Unsafe for vehicles, children and the elderly  |
|   | <span style="background-color: yellow; border: 1px solid black; padding: 2px;"> </span> H4 - Unsafe for people and vehicles   |
|   | <span style="background-color: orange; border: 1px solid black; padding: 2px;"> </span> H5 - Unsafe for people or vehicles. Buildings require special engineering design and construction |
|   | <span style="background-color: red; border: 1px solid black; padding: 2px;"> </span> H6 - Not suitable for people, vehicles or buildings  |



A3

1:12,000  
Data sources  
Jacobs 2015  
Ausimage 2014  
RMS 2015  
LPI 2015



Figure ES11 | Scenario ID2 "Risk Management" blockage factor provisional flood hazard – PMF event

## The Review of Wollongong City Flood Study



### Important note about this report

The sole purpose of this report and the associated services performed by Jacobs was to undertake a review of the Wollongong City Flood in accordance with the scope of services set out in the contract between Jacobs and Wollongong City Council (the Client). That scope of services, as described in this report, was agreed with the Client.

Jacobs derived the data in this report from information sourced from the Client, third parties, and/or available in the public domain at the time or times outlined in this report. Except as otherwise stated in the report, Jacobs has not attempted to verify the accuracy or completeness of any such information. The passage of time, manifestation of latent conditions or impacts of future events may require further examination of the project and subsequent data analysis, and re-evaluation of the data, findings, observations and conclusions expressed in this report. Jacobs has prepared this report in accordance with the usual care and thoroughness of the consulting profession, for the sole purpose described above and by reference to applicable standards, guidelines, procedures and practices at the date of issue of this report. For the reasons outlined above, however, no other warranty or guarantee, whether expressed or implied, is made as to the data, observations and findings expressed in this report, to the extent permitted by law.

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OUR PLACE  
our voice  
OUR FUTURE



WOLLONGONG CITY FLOOD STUDY REVIEW

# ENGAGEMENT REPORT

JUNE 2019

Z19/133207

2

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## Executive Summary

Council is responsible for planning and managing flood prone lands in our area. In 2017, the community contributed valuable information to the review of the Wollongong City Flood Study, with Council receiving hundreds of submissions about the flooding and drainage problems they'd experienced on their properties. A report on the draft Flood Study was prepared with information on how it was updated and what the results are. The updated Study explains the ways flooding happens in the [Wollongong City catchment](#). It uses Council's revised Blockage Policy, which was updated in 2016. The Study considers recent urban developments, changes to the Gurungaty waterway and information collected after recent flood events. It also answered questions from the community about the flooding experienced in recent years.

Council's engagement team worked collaboratively with a technical consultant to share the updated Study with the community and key stakeholders. During the engagement period, 20 May – 18 June 2019, Council sent letters to more than 7,600 residents and property owners in the catchment area (Appendix A) inviting them to learn more about the review. Emails with this information were sent to community, education, Register of Interest (flood), business, government and emergency services' stakeholders. The information was also available at Council's Customer Service Centre. Copies of the draft report (Appendix E), a Frequently Asked Questions sheet (Appendix B) and Feedback Form (Appendix C) were made available at an information session at Wollongong Art Gallery on 30 May 2019 and at a community information stand held at JJ Kelly Park on 1 June 2019. They were also included on the project webpage (Appendix D). Notices of the exhibition were published in the Advertiser on 22 May and 5 June 2019. The community were invited to provide feedback via Council's website, Customer Service Centre and at the community information sessions.

There were a total of seven submissions. Some comments were provided at the drop-in information sessions which were attended by a total of 62 community members. Comments related to:

- General support of Council's flood risk management work for the catchment
- Interpreting the draft Study as having contradictory information to what was stated in the Frequently Asked Questions and at information sessions
- Concerns or misunderstandings about new development perceived to be causing sewer overflow, flooding and increased run-off
- Concerns or misunderstandings as to why some areas had been mapped as being flood affected, even though some people hadn't witnessed flooding in these areas
- Interest in finding out what the flood risk is for property they own or live in, or if it had changed since the last Study
- Requests for improvements or maintenance for stormwater drainage
- Interest in floodplain risk management and mitigation works in other catchments
- Concern about the potential impacts of the updated modelling on flood insurance premiums

## Background

Wollongong City Council is committed to finding solutions to reduce the social and economic damages of flooding. In 2016, new national guidelines (Australian Rainfall and Runoff 2016) were released to better inform flood modelling, with a particular focus on estimating rainfall data. Council also updated its Blockage Policy, and the combination of the updated policy and guidelines saw Council resolve to review and update its flood studies. Wollongong City Flood Study is one of 10 studies to undergo review. For the Wollongong City Catchment Flood Study Review, Council asked consultants to expand their scope and look at whether development and environmental changes in this area have changed flooding behaviour.

The Wollongong City Catchment Flood Study and Floodplain Risk Management Study and Plan were completed by Council in 2013 and 2015 respectively. These studies identified the risk within the Wollongong City catchment and the steps that can be taken to manage this risk now and into the future.

Since these studies, Council has explored a number of flood mitigation measures, and new developments have seen the catchment's land use change. The combination of these factors along with Council's updated Blockage Policy meant there was a possibility that there could be changes to the behaviour of flooding.

Community engagement to gather reports on residents' flooding and drainage problems over the previous 5 years was conducted in July 2017, along with the collection and review of rainfall data to determine historic rainfall patterns in the catchment. Over 200 people completed a survey questionnaire. This work also provided a better understanding of the most recent flood events. A detailed survey of the Gurungaty Waterway was undertaken to determine if the shape of the channel has changed since the last detailed survey in 2010. This information was used to update the computer models used to simulate the flooding in the catchment, and to update flood maps which provide a visual illustration of the flood risk in the catchment.

Stakeholder engagement was undertaken throughout the development of the flood study. This involved:

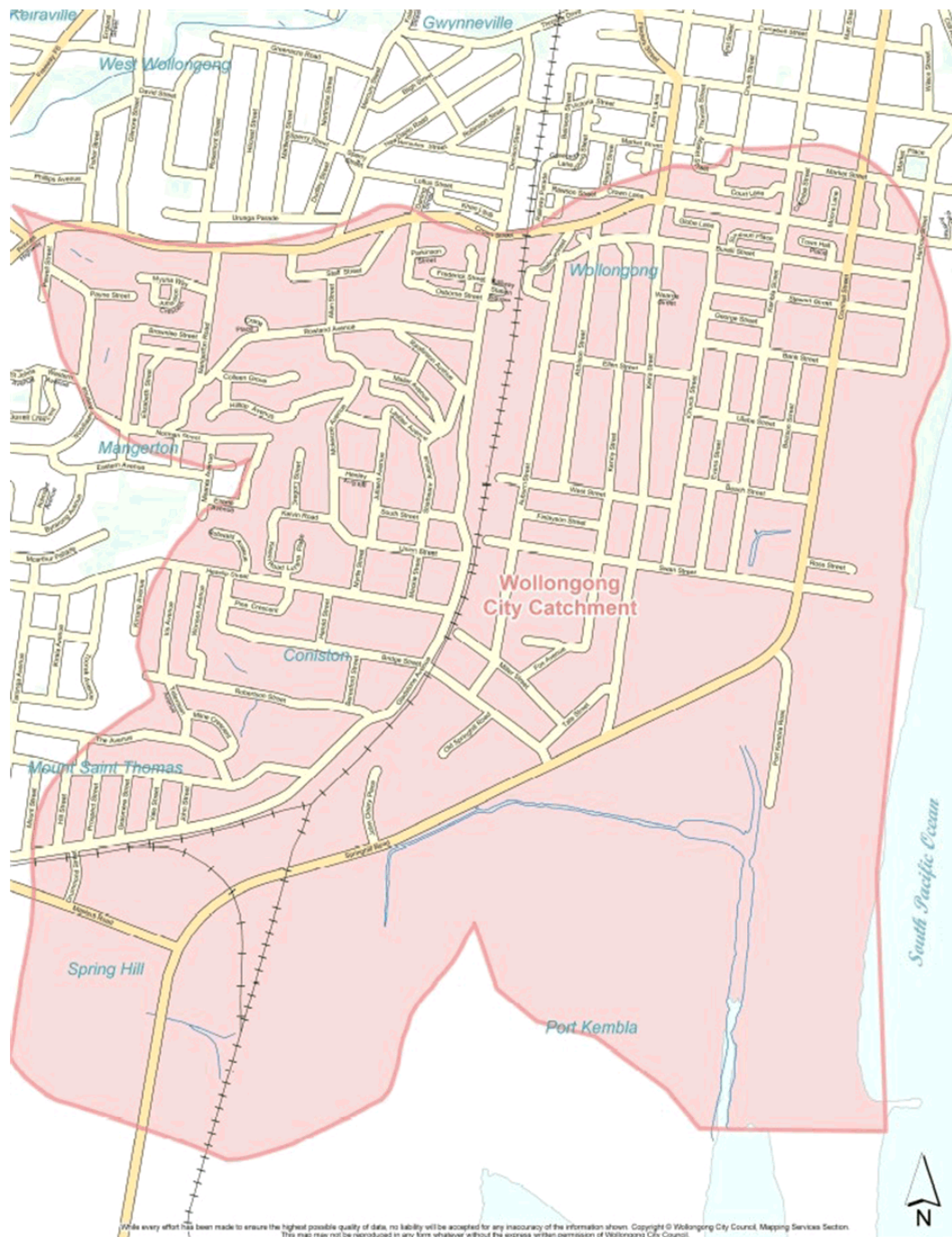
- Engaging agency and industry stakeholders to obtain details of historical flooding, survey data and other relevant data sets. Stakeholders were invited to provide feedback on the draft flood study during public exhibition.
- Community engagement through the questionnaire mail out.
- The Flood Study was overseen by the Central Floodplain Risk Management Committee, which includes representatives from community groups and state agencies.

At the Central Floodplain Risk Management Committee meeting on 16 April 2019, the public exhibition of the Wollongong City Flood Study Review was unanimously supported.

5

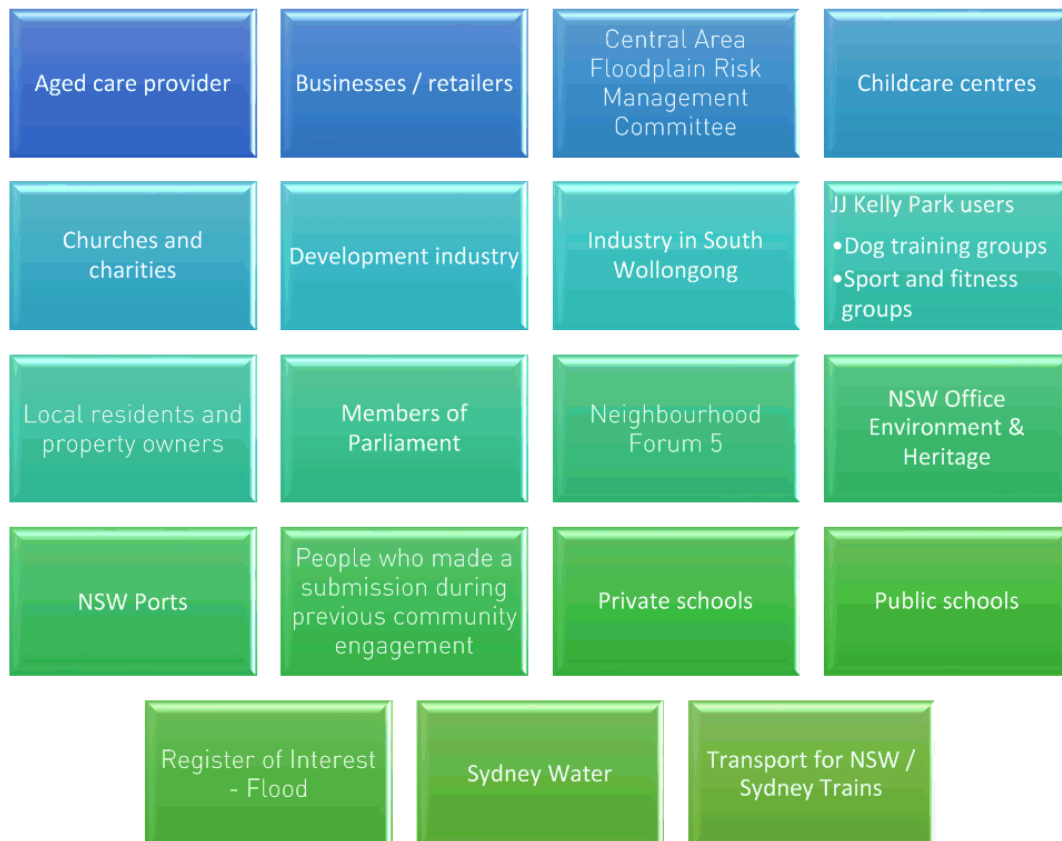
The outcomes of the exhibition and resulting amendments to the Study will be reported to the Central Floodplain Risk Management Committee and Council in view of adopting it in 2019.

Figure 1 Wollongong City Catchment



## Methods

### Our Stakeholders



## Our Methods

Table 1: Details of methods and distribution

Methods	Details of Methods
Meeting	Information about the proposal was presented at the Floodplain Risk Management Committee (Central) meeting on 16 April 2019 which was also attended by NSW Ports, and also at the Neighbourhood Forum 5 meeting on 5 June 2019.
Letter	A letter about the public exhibition, information sessions and how to submit feedback (via phone, email, in person or post) was mailed to local residents and property owners
Emails and phone calls	Correspondence about the public exhibition, information session and ways to provide comment (via phone, email, in person or post) was distributed to stakeholders.
Frequently Asked Questions	Responses to questions about updates to the Study and floodplain risk management were distributed with the letter and emails, published on the project webpage and distributed at the information sessions.
Advertiser	Notices were published in the 22 May and 5 June Advertiser to promote the exhibition
Media	<p>A media release with the information was distributed by Council's Media team. Two articles were published in local news media:</p> <ul style="list-style-type: none"> <li> <p><i>Council seeking public comment on Wollongong City Flood Study Review</i>, 22 May 2019  <a href="https://www.illawarramercury.com.au/story/6147832/flood-levels-in-wollongong-city-rise-slightly-report/">https://www.illawarramercury.com.au/story/6147832/flood-levels-in-wollongong-city-rise-slightly-report/</a></p> </li> <li> <p><i>Wollongong City flood study review blames it on the rain, not development or stormwater overflow</i>, 26 May 2019  <a href="https://www.illawarramercury.com.au/story/6180551/flooding-blame-it-on-the-rain-not-development-study-says/">https://www.illawarramercury.com.au/story/6180551/flooding-blame-it-on-the-rain-not-development-study-says/</a></p> </li> </ul>
Community Information Sessions	Two drop-in sessions were held to provide the community with information on the work undertaken to date and findings of the Report. The Report, flood modelling maps, flood modelling video and images of flood mitigation work taking place in the catchment were displayed along with the FAQ and feedback forms. Floodplain management engineers working on the Study were on hand to answer questions.

Methods	Details of Methods
Engagement HQ Website	<p>All stakeholders were notified of the project webpage which hosted the following:</p> <ul style="list-style-type: none"> <li>• Survey for providing general comments on the updated flood study</li> <li>• Frequently Asked Questions with information on the Study and flood risk management</li> <li>• News Feed for updates on project progress</li> <li>• Document Library with the Report</li> </ul> <p>Flooding in Wollongong video</p>
Video	<p>The Flooding in Wollongong video was used on the Engagement HQ webpage and a flood modelling video was screened at the community information sessions.</p>



## Results

All stakeholders and the wider community were invited to provide feedback on the draft Study. This section provides details on the participation at engagement activities (Table 2), and the feedback received during the exhibition period.

### Engagement Participation

Details of the number of participants for each engagement activity are presented in Table 2.

**Table 2: Engagement participation results**

Engagement Activities	Participation
Central Floodplain Risk Management Committee Meeting	10
Drop-in Community Information Session at Wollongong Art Gallery	25
Drop-in Community Information Stand at JJ Kelly Park	37
Online Participation	
• Aware – Total number of users who viewed the project page	148
• Informed – Total number of users who clicked a hyperlink, e.g. to download a document	88
• Engaged – Total number of users who actively contributed to the project, e.g. submitted feedback via the online form	3

### Submission Results

There were a total of 7 submissions; 1 email, 3 online forms and 3 letters. Discussions from drop-in sessions are also presented in this section.

The feedback themes were:

#### Support for Council's flood risk management

Most feedback was generally supportive of Council's flood risk mitigation work for the catchment.

It is pleasing to note that building new structures such as detention basins and swales, or improving existing ones to better manage stormwater and floods, is part of the plan and this is being carried out.

#### Impact of new developments on sewer

There were some concerns or misunderstandings about new development perceived to be causing sewer overflow, more flooding and increased run off.

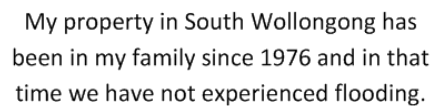
#### Stormwater drainage

Requests were made for improvements or maintenance for stormwater drainage.

When will the blocked stormwater drain near my house be fixed?

**Areas mapped as flood affected**

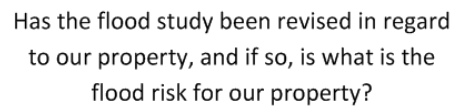
There were some concerns or misunderstandings about why some areas had been mapped as being affected by the Probable Maximum Flood (PMF - the largest flood that could conceivably occur at a location), even though they hadn't witnessed flooding in these areas.



My property in South Wollongong has been in my family since 1976 and in that time we have not experienced flooding.

**Flood risk to individual properties**

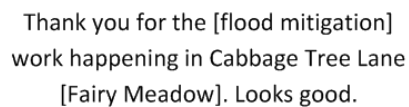
Most people were interested in finding out what the flood risk for their property was, or if it had changed since the last Study.



Has the flood study been revised in regard to our property, and if so, is what is the flood risk for our property?

**Floodplain risk management in other catchments**

There was some interest in floodplain risk management and mitigation works in other catchments.



Thank you for the [flood mitigation] work happening in Cabbage Tree Lane [Fairy Meadow]. Looks good.

**Flood insurance premiums**

There were concerns about potential impacts of the updated modelling on flood insurance premiums.

**Contradictory information**

A comment was made that the Study was perceived to have contradictory information to what was stated in the Frequently Asked Questions and at information sessions, relating to rainfall patterns, impacts of urban development, changes in Gurungaty waterway and increase in vegetation.

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Figure 2: Community information stand at JJ Kelly Park





## Appendix A: Stakeholder Letter



### WOLLONGONG CITY COUNCIL

Address 41 Burelli Street Wollongong • Post Locked Bag 8821 Wollongong DC NSW 2500  
Phone (02) 4227 7111 • Fax (02) 4227 7277 • Email [council@wollongong.nsw.gov.au](mailto:council@wollongong.nsw.gov.au)  
Web [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au) • ABN 63 139 525 939 • GST Registered

«PAFBSP»

«Owner»  
«StreetNoandAddress»  
«SuburbStatePostcode»

Our Ref Z19/90402  
File CCE-040.010.01.295  
Date 18 May 2019

Dear Sir/Madam

#### WOLLONGONG CITY FLOOD STUDY REVIEW

I'm writing to provide you with an update on our review of the Wollongong City Flood Study. The community contributed valuable information to the review, with Council receiving hundreds of submissions about the flooding and drainage problems they'd experienced on their properties. There is now a draft addition to the Flood Study with information on how the review was done and what the results are.

The updated Study explains the ways flooding happens in the Wollongong City catchment (see catchment map overleaf). It uses Council's revised Blockage Policy, which was updated in 2016. This Policy helps us to work out how the blockage of stormwater structures might affect flooding. The Study considers recent urban developments, changes to the Gurungaty waterway and information collected after recent flood events. It also answers questions from the community about the flooding experienced in recent years. Enclosed is a Frequently Asked Questions sheet that provides more information about this and other updates to the Study.

We'd like to share the updated Study with the community. Come along to one of our drop-in community information sessions for a chat with the floodplain engineers working on the review. These are drop-in sessions, so you can come in at any time.

- |                         |  |
|-------------------------|--|
| <b>Mid-week Session</b> | Thursday 30 May 2019, drop in anytime between 4pm – 6pm<br>BlueScope Gallery, Level 3, Wollongong Art Gallery<br>46 Burelli St, Wollongong   |
| <b>Weekend Session</b>  | Saturday 1 June 2019, drop in anytime between 10am – 12pm<br>JJ Kelly Park (near the playground)<br>Corner of Swan & Keira St, Wollongong<br>(If the weather is bad, we'll relocate to the Level 9 Function Room in Council's Admin building, 41 Burelli St, Wollongong) |

If you'd like to attend and have accessibility or mobility requirements, or need an interpreter, please contact me to let me know how we can support your attendance. If you'd like to learn more but are unable to attend a session, information and a form to provide feedback online will be available on our website [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au) until 5pm Tuesday 18 June 2019.

Please contact me should you require further information.

This letter is authorised by



Jen Lysle-van Dyk  
Engagement Officer  
Wollongong City Council  
Telephone (02) 4227 7111

**Map showing the Wollongong City Catchment**





## Appendix B: Frequently Asked Questions

### Wollongong City Flood Study Review

As part of our commitment to managing flood and stormwater risks in our region, we've updated the Wollongong City Flood Study and are letting the community know what's changed.


Please let us know if you have comments or questions by 5pm Tuesday 18 June 2019

#### How does Council manage flood risk?

Each year, Council spends millions of dollars on stormwater and floodplain management. Our team of flood experts prepare flood studies and floodplain risk management studies that help us understand the flood behaviour for a particular catchment and see if there are any ways of reducing flooding risk in an area.

Floodplain risk management studies include a plan of potential solutions aimed at reducing the existing and future flood risk. Examples of these solutions include:

- Emergency response plans based on detailed understanding of flood behaviour
- Building new structures that collect and carry stormwater into drains or creeks, such as detention basins and swales, or improving existing ones to better manage stormwater and floods
- Land zoning that says what can and can't be built on flood-prone land
- Voluntary purchase of houses built in high flood risk areas



Installing a stormwater drain

#### What is a '1 in 100 year' flood?

A flood event that has the probability of occurring, on average, once every 100 years, i.e. there is a 1% chance of a flood of this size or larger occurring at a particular location in any given year. This doesn't mean that if a location floods one year, that it won't flood again for the next 99 years. Some parts of Australia have had several '1 in 100 year' floods within a decade of each other. Within the Floodplain Risk Management Study and Plan, the '1 in 100 year' flood is called the **1% Annual Exceedance Probability (AEP) flood event**.

#### What is the Flood Planning Level?

The height used to set floor levels for property development in flood-prone areas. It's generally the 1% AEP flood level + an appropriate freeboard. This level may be higher for properties occupied by people who have less capacity to respond to

#### What is a freeboard?

A height above the 1% AEP flood level that's included in the Flood Planning Level to account for factors such as wind, waves, uncertainty in blockages or other factors, and other localised hydraulic effects. Freeboard is usually 0.5m above a flood level.

#### What is the Flood Planning Area?

The area within which developments may be conditioned with flood-related development controls. The flood planning area is calculated as the area below the Flood Planning Level.

#### What is a catchment?

An area where water is collected by the natural landscape, usually surrounded by mountains or hills. In a catchment, rainwater run-off eventually flows to a creek, river, dam, lake or ocean.

#### Why do flood levels need to be reviewed over time?

There's a chance that floods of any size will occur in future. As the size of a flood increases, the chances of it occurring becomes smaller. Some rare types of floods may not have occurred for over 100 years, so we have to predict the height of future floods using computer models. These models produce different flood levels and velocities (speeds) for a variety of

floods, which may pose evacuation challenges, such as hospitals or schools.

different-sized floods. To predict flood levels, Council works with experts to establish and operate the computer models. Council also gets valuable community input on historical floods so we can adjust the model and make sure it copies what's happened in the past.

From time to time, these models are reviewed and predicted levels may change. The reasons why can include:

- New floods occur, providing

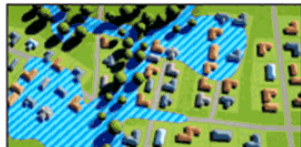
Wollongong City Council | [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au)  
Final | June 2019 | Pages 2 | Wollongong City Flood Study Review

additional data to fine-tune the model

- More advanced computer models or methods for estimating flood levels become available
- Changes in the catchment, such as flood mitigation works or new developments
- Changes in policy (such as Council's culvert Blockage Policy)

#### How are flood affected properties identified?

Council's flood modelling shows the size of flooding throughout the catchment and which properties are partially or fully impacted by flooding.



Example of a flood modelling map

#### Where can I get information about flood levels on my property?

Council has historical flood level records and/or our completed flood studies for some properties, but not all. Please contact our Drainage Duty Officer on (02) 4227 7111 to find out what's available for your property.

#### What has changed in the updated Wollongong City Flood Study?

- We've considered Council's revised Blockage Policy
- We have improved information, such as recent data from land and waterway surveying
- The new flood model was checked against the June 2016 and March 2017 events and was able to produce the same flood levels recorded by the community
- The pedestrian bridge across the waterway is modelled as being partly blocked, in line with the updated Blockage Policy

- We've considered the upcoming lowering of the Gurungaty causeway
- The increase in mangrove growth over the last 10 years has been included

The combination of all these changes generally resulted in similar flood levels in some areas, decrease of flood levels in the upper part of the catchment and increase in flood levels mainly in South Wollongong (up to 0.2m)

#### What does the Study say about flooding in South Wollongong?

We've aimed to respond to residents' concerns about the floods experienced over the last 5 years in South Wollongong. We've found that:

- There has been an increase in intense rainfalls that are causing the floods
- The changes in Gurungaty waterway have only minor impacts
- The volume of wet weather sewer overflows is relatively small and results from stormwater flows from within the catchment. Wet weather sewer overflows are not considered to be a contributing factor to the flooding issues at Swan Street and adjoining streets.
- Sea levels can impact on flooding in the area, as stormwater takes longer to drain out to sea from low-lying coastal areas in high tides
- New developments do not increase flows to this area

The study recommends investigating in more detail the potential impacts of wet-weather sewer overflows and

changes in the Gurungaty waterway as part of the floodplain risk management study, which is the next step in our floodplain risk management process.

#### What other flood mitigation work is Council doing in this catchment?

The detailed design to lower the Gurungaty Causeway is finished and work will start shortly. This will help reduce flood impacts in Swan St for smaller flood events.

We've finished constructing a floodway through JJ Kelly Park that stores additional run-off in mid-sized storms and helps floodwaters drain away faster in larger storm events. We're also working on a study to see if it's possible to lower the ground at JJ Kelly Park so it temporarily stores run-off. We've completed soil sampling, lab testing and initial designs. We're now working on a Cost Benefit Analysis to compare the costs of the project with its benefits. If achievable, it could help reduce flood impacts in Swan St for smaller flood events.

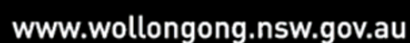
We've completed detailed design on maintenance access for the culvert in Swan St opposite Church St. A culvert is a tunnel or drain structure built under roads, bridges and railways, to allow water to flow underneath. We're also working on a proposal to improve maintenance access to the culvert in Swan St, opposite Kembla St, which is currently limited due to a high pressure pipeline. These improvements will help the culverts work more efficiently in small floods. Works on the culvert access opposite Church St will start later this year.

#### How can I join the conversation?

There are a number of ways to ask questions or share your feedback with us:

- ⇒ Complete an online feedback form on Council's website [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au)
- ⇒ Phone (02) 4227 7111
- ⇒ Email [engagement@wollongong.nsw.gov.au](mailto:engagement@wollongong.nsw.gov.au)





**If you'd like a reply to your submission and to be kept informed of progress, please fill in the section below:**

Name:	
Address:	
Suburb:	Email:

The purpose for seeking your submission on advertised matters is to better assist Council in its decision making processes. The intended recipients of your submission are officers within Council and those granted lawful access to the information. Your submission may be exhibited on Council's website and included in publicly accessible registers. If you make an anonymous submission, Council will be unable to contact you further.

If your submission relates to a development proposal or other relevant planning application, Council is required to disclose on its website all relevant details of political donations or gifts made by you, including your name and address.

In limited circumstances, you may apply for suppression of your personal information from a publicly accessible register. Further information is available on Council's website at [www.wollongong.nsw.gov.au/pages/privacy.aspx](http://www.wollongong.nsw.gov.au/pages/privacy.aspx) or by phoning Council on (02) 4227 7111

[www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au)



## Appendix D: Webpage

### Wollongong City Flood Study Review



We've updated the Wollongong City Flood Study and would like to share it with the community.

The community contributed valuable information to the review, with Council receiving hundreds of submissions about the flooding and drainage problems they'd experienced on their properties. There is now a draft addition to the Flood Study with information on how the review was done and what the results are.

The updated Study explains the ways flooding happens in the Wollongong City catchment (see catchment map overleaf). It uses Council's revised Blockage Policy, which was updated in 2016. This Policy helps us to work out how the blockage of stormwater structures might affect flooding. The Study considers recent urban developments, changes to the Gurungaty waterway and information collected after recent flood events. It also answers questions from the community about the flooding experienced in recent years. Read the Frequently Asked Questions to learn more about this and other updates to the Study.

Come along to one of our drop-in community information sessions for a chat with the floodplain engineers working on the review. These are drop-in sessions, so you can come in at any time.

- **Mid-week Session**  
Thursday 30 May 2019, drop in anytime between 4pm – 6pm  
BlueScope Gallery, Level 3, Wollongong Art Gallery  
46 Burelli St, Wollongong
- **Weekend Session**  
Saturday 1 June 2019, drop in anytime between 10am – 12pm  
JJ Kelly Park (near the playground)  
Corner of Swan & Keira St, Wollongong  
(If the weather is bad, we'll relocate to the Level 9 Function Room in Council's Admin building, 41 Burelli St, Wollongong)

If you'd like to attend and have accessibility or mobility requirements, or need an interpreter, please [contact us](#) to let us know how we can support your attendance.

Read the Report (Volume 1 and Volume 2) to learn more about the project, then [share your feedback online](#) with the project team.

Feedback closes on Tuesday 18 June 2019.

**FEEDBACK FORM**

### Feedback on the Wollongong City Flood Study Review



Please [sign in](#) or [register](#) and read Council's [Privacy Notification](#) before submitting your responses.

Please share your comments about the revised Wollongong City Flood Study. \*

Cancel

Submit

#### Key Dates

Community Information Session, BlueScope Gallery at Wollongong Art Gallery, 4-6pm  
**30 May 2019**

Community Information Stand, JJ Kelly Park near the playground, 10am - midday  
**01 June 2019**

Final date to submit feedback  
**18 June 2019**

#### Document Library

[Review of Wollongong City Flood Study DRAFT Volume 1 \(39.6 MB\) \(pdf\)](#)

[Review of Wollongong City Flood Study DRAFT Volume 2 \(23.7 MB\) \(pdf\)](#)

#### FAQ

How does Council manage flood risk?

Why do flood levels need to be reviewed over time?

How are flood affected properties identified?

Where can I get information about flood levels on my property?

[more..](#)

#### Flooding in Wollongong Video



## Appendix E: Flood Study Report



### The Review of Wollongong City Flood Study

Wollongong City Council

#### Addendum 1 to Wollongong City Flood Study

(To be read in conjunction with the Wollongong City Flood Study, April 2013)

### Volume 1 - Report

001 | 3

08 May 2019

Client Reference

Revision	Date	Description	By	Review	Approved
0	26/10/2018	Draft report for comment	P Dunne	A Hossain	A Hossain
1	29/01/2019	Updated Draft incorporating comments from Wollongong City Council and OEH	P Dunne	A Hossain	A Hossain
2	05/04/2019	Updated Draft incorporating additional comments from Wollongong City Council and OEH. Updated draft flood impact mapping not included.	P Dunne	A Hossain	A Hossain
3	08/05/2019	Final Draft incorporating comments from Wollongong City Council and OEH.	P Dunne	A Hossain	A Hossain

#### Distribution of copies

Revision	Issue approved	Date issued	Issued to	Comments
0	A Hossain	29/10/2018	P Milevski	Draft Review of Wollongong City Flood Study prepared as an Addendum to the 2013 flood study
1	A Hossain	30/01/2019	P Milevski	Updated Draft incorporating comments from Wollongong City Council and OEH
2	A Hossain	05/04/2019	P Milevski	Updated Draft incorporating additional comments from Wollongong City Council and OEH. Updated draft flood impact mapping not included.
3	A Hossain	08/05/2019	P Milevski	Final Draft incorporating comments from Wollongong City Council and OEH.



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**JACOBS**

**The Review of Wollongong City Flood Study**

Wollongong City Council

**Addendum 1 to Wollongong City Flood Study**

**(To be read in conjunction with the Wollongong City Flood Study, April 2013)**

**Volume 2 – Design event flood maps**

001 | 3

08 May 2019

### Attachment 3 - Z19/171974 - Council Response to Community Feedback

Comments from the submissions and at drop in sessions related to -

Key themes	Council's response
General support of Council's flood risk management work for the catchment	<ul style="list-style-type: none"> <li>Council has a significant commitment in its Infrastructure Delivery Program for floodplain mitigation and stormwater works</li> <li>Recent works completed include a swale in JJ Kelly Park next to Swan Street and the lowering of the Gurungaty Causeway.</li> </ul>
Concerns or misunderstandings about new development perceived to be causing sewer overflow, flooding and increased run-off	<ul style="list-style-type: none"> <li>The draft flood study report analysed and documented the potential impact of new developments and demonstrates that they do not result in increased flows to the south Wollongong catchment, impacts of new developments are minimal and localised.</li> <li>Sewer overflows volumes have been compared in the draft flood study report to the overall volume of the flood, and found to be insignificant. In addition sewer overflows mainly results from stormwater flows that would anyway contribute to the flood.</li> </ul>
Concerns or misunderstandings as to why some areas had been mapped as being flood affected, even though some people hadn't witnessed flooding in these areas	<ul style="list-style-type: none"> <li>Areas mapped as flood affected include the 1% AEP Flood and PMF floods. Such floods have a very rare occurrence and haven't been experienced in recent history in this catchment. It is not surprising nor uncommon that some owners see their property mapped as flood affected but they haven't witnessed flooding at this location.</li> </ul>
Interest in finding out what the flood risk is for property they own or live in, or if it had changed since the last Study	<ul style="list-style-type: none"> <li>The maps in the flood study report that were also displayed at drop in sessions show differences between the previous study and the draft flood study flood levels.</li> </ul>
Requests for improvements or maintenance for stormwater drainage	<ul style="list-style-type: none"> <li>Those requests were forwarded to the maintenance crews where enough information was provided. It is important to note that maintenance or improvements of the stormwater drainage systems generally results in small benefits during more frequent events. In large flood events the drainage systems are generally 'drowned' and do not contribute to flood mitigation.</li> </ul>
Interest in floodplain risk management and mitigation works in other catchments	<ul style="list-style-type: none"> <li>Council's website includes information on floodplain risk management and mitigation works in other catchments.</li> <li>Public exhibition of draft flood study reviews in other catchments is progressing providing an opportunity for residents to find out more flood information for their location of interest.</li> </ul>
Concern about the potential impacts of the updated modelling on flood insurance premiums	<ul style="list-style-type: none"> <li>Fact sheets on insurance were provided to residents. People were advised that the standard definition of 'flood' for insurance purpose may or may not apply to their properties and that the standard definition does not include overland flows and that overland flows are typically covered as a standard inclusion in home insurance policies. Council doesn't have any say in what and how flood data is used by insurers for setting flood premiums. We recommend that homeowners contact their insurer about the flood premium for their property.</li> </ul>
Interpreting the Study as having contradictory information to what was stated in the Frequently Asked Questions and at information sessions	<ul style="list-style-type: none"> <li>The final report was revised to consider and address potential contradictory information between the FAQ and the report.</li> </ul>



## ITEM 2 DRAFT WOLLONGONG CITY-WIDE DEVELOPMENT CONTRIBUTIONS PLAN

Development Contributions are funds collected from developers to help fund infrastructure that is required as a direct or indirect result of development. The current adopted Wollongong City-Wide Development Contributions Plan (2018) (the Plan) came into force on 28 July 2018. The Plan is reviewed annually to reflect updates to Councils works program and any other required changes. The 2019 review incorporates housekeeping and some policy updates.

It is recommended that the draft Wollongong City-Wide Development Contributions Plan (2019) (Attachment 1), be exhibited for community comment.

### RECOMMENDATION

The draft Wollongong City-Wide Development Contributions Plan (2019) (Attachment 1), be endorsed for exhibition for a minimum period of 28 days.

### REPORT AUTHORISATIONS

Report of: David Fitzgibbon, Manager City Strategy (Acting)  
Authorised by: Chris Stewart, Director Planning + Environment (Acting)

### ATTACHMENTS

- 1 DRAFT Wollongong City-Wide Development Contributions Plan 2019 (Z19/1087)

### BACKGROUND

#### Development Contributions

The Environmental Planning and Assessment Act 1979 (the Act) establishes various mechanisms through which a Council can collect development contributions.

#### Section 7.12 Contributions

Section 7.12 contributions are 'fixed development consent levies' and levies are calculated based on a percentage of the proposed cost of development. Clause 25K of the *Environmental Planning and Assessment Regulation 2000* (the Regulation) sets the maximum percentage that can be levied. For the Wollongong City Council Local Government Area (LGA) these are:

Where the proposed cost of carrying out the development is -

- Up to and including \$100,000 – Nil
- More than \$100,000 and up to and including \$200,000 - 0.5% of that cost
- More than \$200,001 - 1% of that cost.

For land within the Wollongong City Centre B3 Commercial Core zone -

- Up to and including \$250,000 – Nil
- More than \$250,001 – 2%.

Contributions are applied towards the provision, extension or augmentation of public infrastructure across the contribution area, or towards the recoupment of these costs.

## Wollongong City-Wide (previously Section 94A) Contributions Plan

The Wollongong Section 94A Development Contributions Plan initially came into force on 14 June 2006 when it repealed various Section 94 Contributions Plans. The Plan has been updated annually to reflect updates to Council's works program and any other required changes. Projects to be fully or partially funded through the Plan are required to be listed in Schedule 5 and 6 and mapped in Schedule 7 of the Plan.

On 1 March 2018 the Environmental Planning and Assessment Act 1979 was amended, including a restructure and all sections (clauses) were renumbered. Section 94A was renumbered to section 7.12.

On 23 July 2018 Council resolved to rename the plan to the Wollongong City-Wide Development Contributions Plan (2018). The City-Wide Plan applies to the majority of the Wollongong City Council LGA, excluding the West Dapto Urban Release Area, where the West Dapto Section 94 Development Contribution Plan (2017) currently applies. The current Plan came into force on 28 July 2018.

### PROPOSAL

The report proposes that the Wollongong City-Wide Development Contributions Plan be updated to reflect Council's Delivery Program and Operational Plan 2018-2021 adopted by Council on 24 June 2019 (specifically the Operational and Capital Budget) as well as other amendments as outlined below:

The following amendments to the Plan are proposed -

- 1 Replacement of the cover page image to assist in distinguishing the new 2019 Plan from the current 2018 version.
- 2 Updated Table of Contents.
- 3 Update of population projections.
- 4 Removal of "(previously Section 94A)" notation throughout the Plan, including removal of references to the renumbering of the Environmental Planning and Assessment Act 1979 which occurred in March 2018.
- 5 Rewording and addition of the purpose of the plan to clearly state that it applies to Complying Development Certificates as well as Development Consents.
- 6 Change to commencement date, to be inserted when plan commences after adoption and notification.
- 7 Clause 9 – adding 2018 version of the Plan repealed by the incoming 2019 version, as well as simplification of section.
- 8 Changes to exemptions in Clause 15 including –
  - a Removal of exemption for development where there is no increase in floor space as this is adequately considered in Clause 25J(3)(g) of the *Environmental Planning and Assessment Regulation 2000*.
  - b Removal of exemption where demolition occurs and no replacement dwelling is proposed to ensure consistency with other development costs. Includes deletion at Clause 12 of the Plan.
  - c Clarification that for an exemption to apply for a residential care facility, it must be development under the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.
- 9 Rewording of Clause 16 Complying Development Certificates and the obligations of accredited certifiers to provide further clarification.
- 10 Rewording of Clause 17 Construction certificates and the obligations of accredited certifiers to simplify and provide clarification.
- 11 Rewording of Clause 26 Planning Agreements to provide clarification and reference to Council's Planning Agreement Policy.



- 12 Schedule 3 – Works Schedules 5 and 6 updated to reflect updated works schedule and projects delivered.
- 13 Works Schedule Maps in Schedule 7 updated to reflect the future projects to be funded under this Plan, based on the Delivery Program adopted by Council on 24 June 2019.
- 14 Minor formatting throughout the Plan.

All of the proposed changes are highlighted in the draft Plan (Attachment 1).

## CONSULTATION AND COMMUNICATION

The Works Schedule has been updated in consultation with the Infrastructure Strategy and Planning Division to reflect the endorsed Capital Works Program. The update of the Plan has been discussed at the internal Development Contributions Coordination Group meetings.

If Council endorses the *draft Wollongong City-Wide Development Contributions Plan (2019)*, it will be exhibited for a minimum period of 28 days. Copies will be available on Council's website and at Council's Administration Centre and libraries.

Following the exhibition period, a report on submissions will be prepared for Council's consideration, along with a recommendation regarding adoption.

## PLANNING AND POLICY IMPACT

The Plan is linked to the Wollongong 2022 Community Strategic Plan and the Delivery Program 2018-2021 and Operational Plan 2019-2020 which was adopted by Council on 24 June 2019.

The report contributes to a number of Wollongong 2022 objectives as the Plan is aligned with the Capital Works Program, and contributes to the funding required to implement the Delivery Program.

It also delivers on core business activities as detailed in the *Land Use Planning Service Plan 2019-20*.

## FINANCIAL IMPLICATIONS

As at 31 March 2019, the net balance of Section 7.12 Contributions held by Council was \$19.956 million. This includes \$19.108 million held in the City-Wide restricted account and a balance of \$0.849 million in the City Centre restricted account.

Income is forecast at an average of approximately \$1.2 million per annum, although fluctuates depending on the commencement of development consents. The proposed Works Schedule for 2019-20 includes approximately \$2.684 million of expenditure, with an additional \$11.386 million over the following three years.

The income and expenditure will continue to be monitored and reviewed as needed in order to respond to current community needs.

## CONCLUSION

The Wollongong City-Wide Development Contributions Plan is an important mechanism to assist with funding public infrastructure within the City. This report recommends that the existing Plan be updated to reflect changes in legislation and Councils capital works program, as well as other minor amendments.

It is recommended that the *draft Wollongong City-Wide Development Contributions Plan (2019)* (Attachment 1) be exhibited for community comment.



WOLLONGONG CITY COUNCIL

# DRAFT WOLLONGONG CITY-WIDE DEVELOPMENT CONTRIBUTIONS PLAN

## 2019





# Wollongong City-Wide Development Contributions Plan (20182019)

Document Control						
Document ID: Wollongong City Council Section 94A Plan						
Rev No	Date	Revision Details	Typist	Author	Verifier	Approver
1	March 2006	Draft for exhibition (2006 version)	ZS	ZS	ZS	ZS
2	June 2006	In force (2006 version)	ZS	ZS	ZS	ZS
3	December 2006	Ministers Direction under S94E added	ZS	ZS	ZS	ZS
4	May 2007	Draft for exhibition (2007 version)	ZS	ZS	ZS	ZS
5	June 2007	In force (2007 version) Draft	ZS	ZS	ZS	ZS
6	May 2008	For exhibition (2008 version)	DG	DG	DG	DG
7	24 July 2008	In force (2008 version) Draft	DG	DG	DG	DG
8	28 July 2009	For exhibition (2009 version)	DG	DG	DG	DG
9	27 October 2009	Endorsed by Council	DG	DG	DG	DG
10	4 November 2009	In force (2009 version)	DG	DG	DG	DG
11	27 July 2010	Draft for exhibition (2010 version)	DH	DH	JB	RC
12	6 September 2010	In force (2010 version)	DH	DH	DG	DG
13	3 June 2011	Draft for exhibition (2011 version)	DH	DH	DG	DG
14	26 July 2011	In force (2011 version)	DH	DH	DG	DG
15	2 August 2012	Draft for exhibition (2012 version)	DH	DH	DG	DG
16	8 December 2012	In force (2012 version)	DH	DH	DG	DG
17	8 April 2013	Draft for exhibition (2013 version)	DH	DH	DG	DG
18	16 September 2013	In force (2013 version)	DH	DH	DG	DG
19	9 September 2014	Draft for exhibition (2014 version)	DG	DG	DG	DG
20	3 November 2014	In force (2014 version)	DG	DG	DG	DG
21	10 July 2015	Draft for exhibition (2015 version)	MH	MH	DG	DG
22	26 October 2015	In force (2015 version)	MH	MH	DG	DG
23	06 October 2016	Draft for Exhibition (2016 version)	BL	MH	DG	DG
24	19 December 2016	In force (2016 version)	BL	MH	DG	DG
25	8 May 2017	Draft for Exhibition (2017 version)	MB	MB	MH	DG
26	26 July 2017	In force (2017 version)	JP	MB	MB	DG
27	7 May 2018	Draft for exhibition (2018 version)	MB	MB	DG	DG
28	28 July 2018	In force (2018 version)	MB	MB	SH	DG
29		Draft for exhibition (2019 version)	SH	SH		
30		In force (2019 version)				

**Wollongong City-Wide Development Contributions Plan (2019)**

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**Wollongong City-Wide Development Contributions Plan (2019)**

## Part A - Schedules

### 1. Schedule 1 – City-Wide levy rates

In accordance with clause 25K(1)(a) of the *Environmental Planning and Assessment Regulation 2000* (EP&A Regulation), the rate of the levy for development carried out on land to which this Plan applies (excluding Wollongong City Centre Commercial Core - see Schedule 2) is calculated as follows:

Proposed cost of carrying out development (Determined in accordance with Clause 18 of this Plan)	Levy Rate
Up to and including \$100,000	Nil
More than \$100,000 and up to and including \$200,000	0.5%
More than \$200,000	1%

### 2. Schedule 2 - Wollongong City Centre Commercial Core levy rates

In accordance with clause 25K(1)(b) of the EP&A Regulation, the rate of the levy for development carried out on land within the B3 Commercial Core zone in the Wollongong City Centre, as shown at Figure 2, is calculated as follows:

Proposed cost of carrying out development (Determined in accordance with Clause 18 of this Plan)	Levy Rate
Up to and including \$250,000	Nil
More than \$250,000	2%

This contribution provides funding towards the Special City projects originally nominated in the Civic Improvements Plan (2009) for the Wollongong City Centre, reproduced below. The timing of the implementation of the projects will be determined through Councils Management Plan process as funding permits, and then detailed in Part D Schedule 5.

Item	Cost Estimate (2009)
Crown Street Upgrade	\$14,200,000
City Beach Waterfront Improvements	\$11,000,000
Civic Precinct Revitalisation	\$21,000,000
MacCabe Park Landscape Improvements	\$12,000,000
Bus Transport Initiatives	\$20,000,000
Traffic Management Works	\$2,000,000
City Centre Car Park	\$8,000,000
<b>Total</b>	<b>\$88,200,000</b>

Note: The Civic Improvement Plan was retired in 2016 as a policy document

In 2010 Wollongong Council commenced a CBD revitalisation program of streetscapes and public domain areas. Major projects completed since include:

- Kiera Street – Crown Street to Smith Street
- Crown Street Mall – Kembla Street to Keira Street
- Market Street – Keira Street to Young Street
- Crown Street West – Atchison Street to Railway Parade

In addition, traffic signals have been installed to improve pedestrian activity and safety at:

- Intersection of Auburn & Burelli Streets
- Intersection of Victoria and Keira Streets
- Intersection of Kenny and Burelli Streets

**Wollongong City-Wide Development Contributions Plan (2019)**

**3. Schedule 3 – Works schedule summary**

Category/Asset Class	Actual Contribution Expenditure 2006/07 to 2016/17	Proposed Contribution Expenditure 2017/18 to 2021/22	Total Contribution Expenditure 2006/07 to 2021/22
Roads and bridges	\$4,589,221	\$4,133,000	<b>\$8,722,221</b>
Footpaths and cycleways	\$8,651,445	\$4,742,000	<b>\$13,393,445</b>
Car parks	\$2,004,270	\$660,000	<b>\$2,664,270</b>
Community buildings	\$13,955,419	\$6,100,000	<b>\$20,055,419</b>
Parks, gardens and sportsfields	\$5,421,298	\$427,000	<b>\$5,848,298</b>
Land acquisitions	\$2,201,500	\$750,000	<b>\$2,951,500</b>
Administration	\$966,210	\$570,338	<b>\$1,536,548</b>
<b>Total</b>	<b>\$37,789,363</b>	<b>\$17,382,338</b>	<b>\$55,171,701</b>

For further details refer to Part D Schedule 5 and 6 – Detailed Works Schedules.

**Part B – Expected Development and Demand for Public Facilities**

**4. Expected Development and Demand for Public Facilities**

This part broadly discusses the relationship between the expected types of development in the Council's area and the demand for additional public amenities and services to meet that development. That relationship is established through current demographic information.

The expected types of development include but are not limited to:

- Alterations and additions to existing development;
- Dwellings of all forms;
- Commercial development located primarily in commercial precincts;
- Industrial development;
- Subdivisions; and
- Mixed use development.

The relationship between expected development and the demand for public facilities is established through:

- The population projections undertaken by informed decisions (.id), adopted from the Australian Bureau of Statistics (ABS) information and other factors, indicate that continued population growth in Wollongong is expected. A projected population of **232,566,233,141** is expected by 2026 and **253,792,254,805** by 2036.
- Accelerating housing costs in metropolitan Sydney contribute to certain pressures in Wollongong, particularly new housing developments, which will largely impact the future needs of the region.
- The likely population growth will diminish the enjoyment and standard of public facilities for the existing population unless additional facilities are provided to meet the additional demand.
- The likely growth will require the provision of additional public facilities to meet additional demands.

Wollongong City Council wants to ensure that it has a sustainable local government area, safeguarding the economic, social, cultural, and environmental wellbeing of present and future generations. These levies will assist Council to provide high quality and diverse public facilities to meet the expectations of the existing and new residents of Wollongong City Council.

The additional public facilities to be provided to meet the expected future development are set out in Part D Schedule 5 and 6.

The demand for facilities within the Wollongong City Centre is based on the growth and development projected for the Wollongong City Centre in the Illawarra Shoalhaven Regional Growth Plan 2015 and A City for People 2016. In particular, this includes the total developable floor space allowed under the Wollongong Local Environmental



**Wollongong City-Wide Development Contributions Plan (2019)**

Plan 2009 and Wollongong Development Control Plan 2009.

## **Part C – Administration and Operation of the Plan**

### **5. What is the name of this Contributions Plan?**

This Plan is called the “Wollongong City-Wide Development Contributions Plan (2018/2019)” (the Plan) and replaces the Wollongong Section 94A Development Contributions Plan (2017/2018).

This Plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979*.

**Note:** On 1 March 2018 the *Environmental Planning and Assessment Act 1979* was updated and renumbered.

The following changes are relevant to this Contributions Plan:

- Section 94 was renumbered to Section 7.11;
- Section 94A was renumbered to Section 7.12;
- Section 94E was renumbered to Section 7.17;

Any reference to the previous or current section should be taken as a reference to the current section.

### **6. Where does this Plan apply?**

This Plan applies to all land within the local government area of Wollongong City Council excluding the West Dapto Urban Release Area, as shown at Figure 1.

### **7. What is the purpose of this Plan?**

The purposes of this Plan are to:

- To enable the imposition of a condition on certain development consents and complying development certificates requiring the payment of a contribution pursuant to Section 7.12 of the *Environmental Planning and Assessment Act 1979* (EP&A Act).
- Authorise Council, and accredited certifier or other consent authority to impose conditions requiring contributions under Section 7.12 of the EP&A Act when determining an application on land to which this Plan applies;
- To assist the Council to provide the appropriate public facilities which are required to maintain and enhance amenity and service delivery within the area.
- To publicly identify the purposes for which the levies are required.

### **8. When does this development contributions Plan commence?**

This Plan takes effect from the date on which public notice was published, pursuant to clause 31(4) of the EP&A Regulation.

This City-Wide Development Contributions Plan 2018/2019 was adopted by Council at its Meeting of 23 July 2018 [INSERT DATE] and came into force on 28 July 2018 [INSERT DATE].

### **9. Relationship with other development contribution Plans**

This plan repeals the following section 7.11 / section 7.12 (previously section 94 / 94A) contributions plans applying in the Wollongong local government area:

- Wollongong City-Wide Development Contributions Plan (2018 version)

Previous iterations of contributions plans that applied to all or part of the land to which this plan applies which have been repealed are:

- Wollongong Section 94A Contributions Plan (2017 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2016 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2015 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2014 version) – this plan repealed the following plan;

**Wollongong City-Wide Development Contributions Plan (2019)**

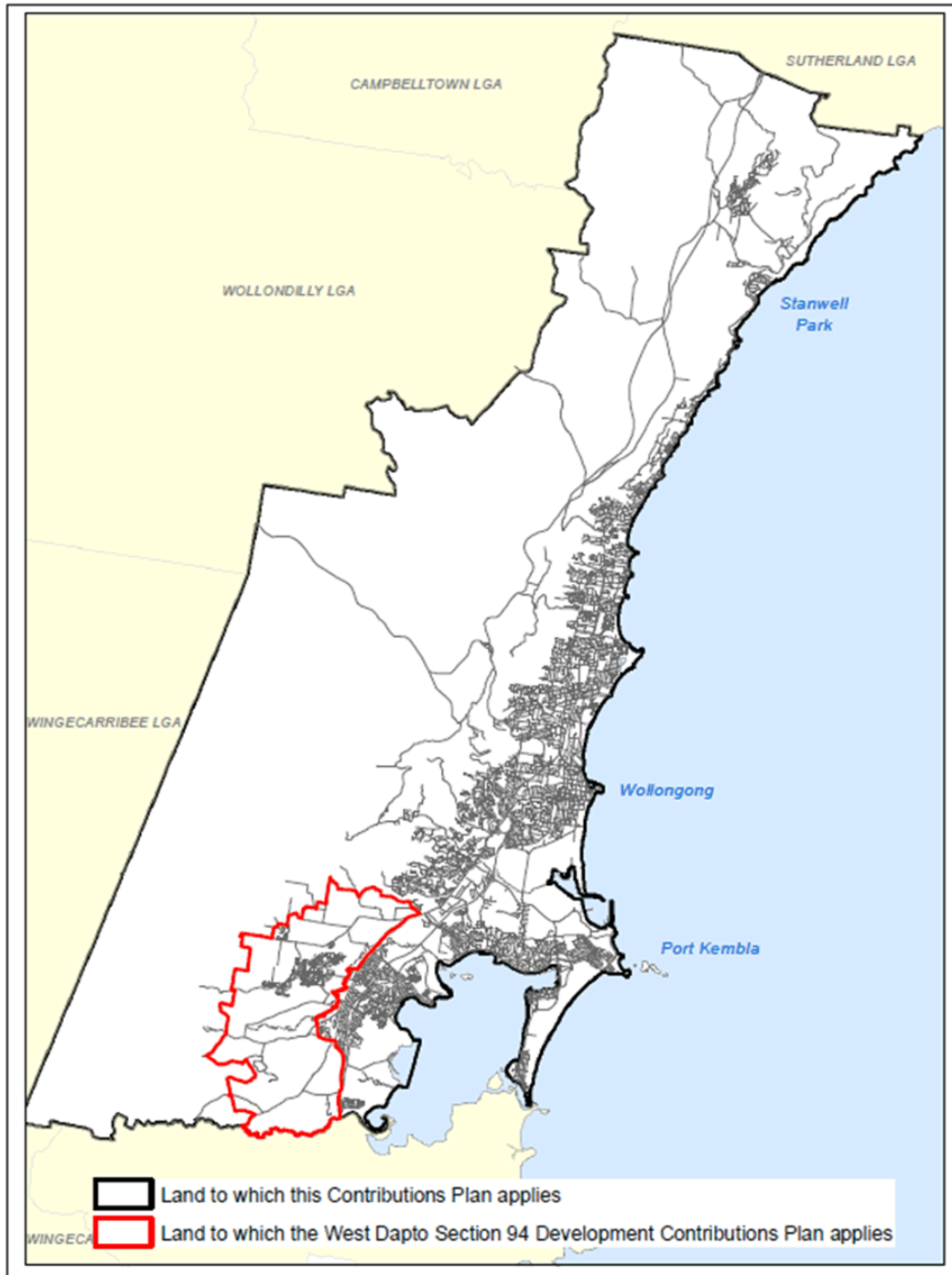
- Wollongong Section 94A Contributions Plan (2013 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2012 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2011 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2010 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2009 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2008 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2007 version) – this plan repealed the following plan;
- Wollongong Section 94A Contributions Plan (2006 version) – this plan repealed the following Section 94 plans:
  - CP No 1 Open Space Embellishment, Recreation Facilities, Community Facilities;
  - Amendment to CP No 1 Open Space;
  - CP No 2 Traffic Management & Road Works in City of Wollongong;
  - CP No 3 Car Parking in the City of Wollongong;
  - CP No 4 Studies & Administration;
  - CP No 6 Car Parking in Area between Fairy Creek & Georges Plan Nth Wollongong;
  - CP No 7 Open Space Dedication (Nth Side Kanahooka Road);
  - CP No 8 Roundabout at the intersection of Unara Road, Yalunga Street & Princes Highway, Dapto;
  - CP No 9 Mount Brown Local Area Traffic Management Scheme;
  - CP No 10 Bank Street (Road Works & Intersection Upgrade);
  - CP No 11 Bank Street (Car Parking Facility between Bank & Stewart Streets);
  - CP No 12 Sandon Point Section 94 Land Acquisition; and
  - CP No 13 Library Resources.

Any other Section 7.11 (previously Section 94) or Section 7.12 (previously Section 94A) contributions plans that are not repealed continue to apply to all areas and development to which they are stated to apply.



**Wollongong City-Wide Development Contributions Plan (2019)**

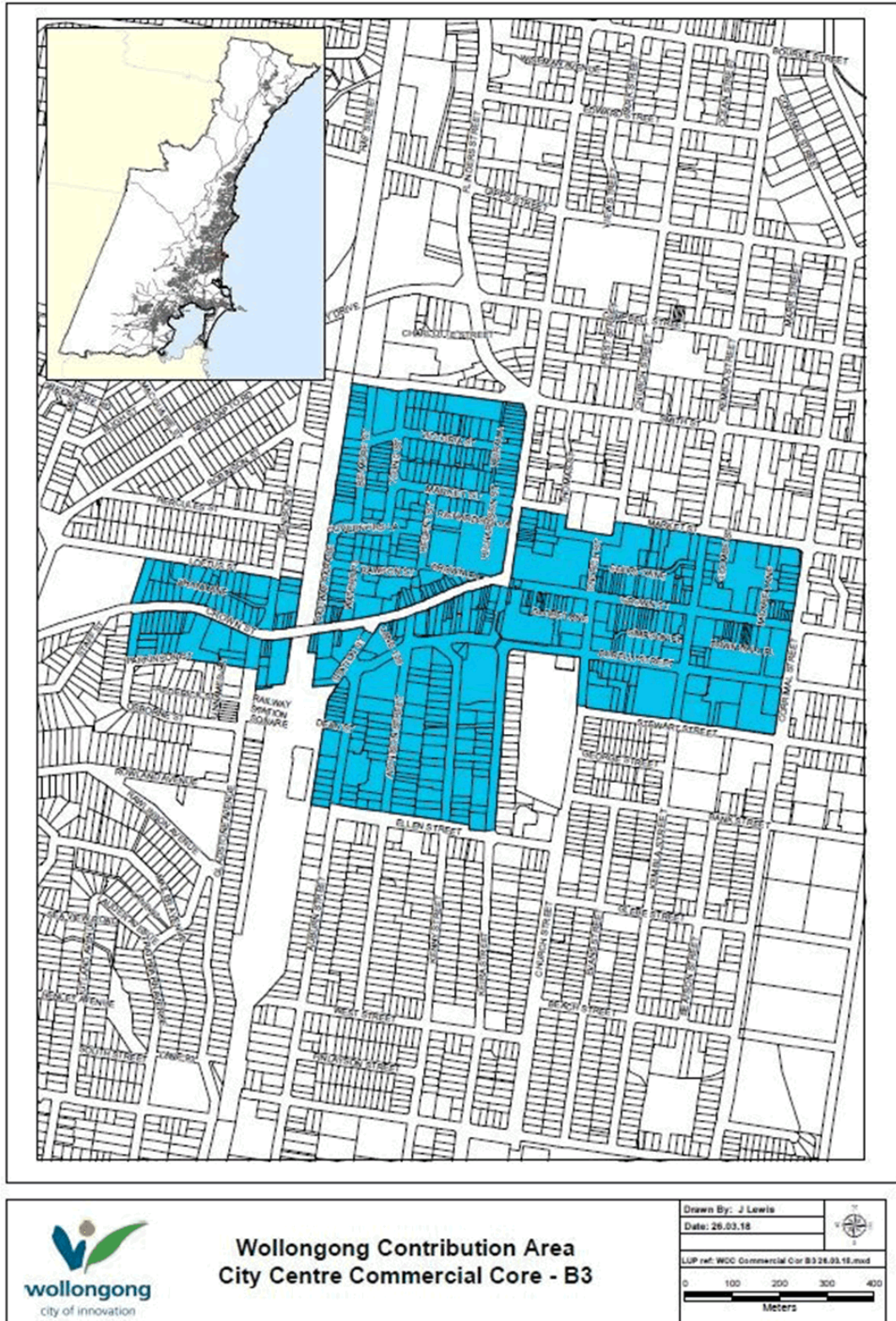
Figure 1 Land to which this Contributions Plan applies



	<b>Wollongong Development Contribution Areas</b>		Drawn By: J Lewis
			Date: 19.03.18
	File ref: Wollongong Sect64A 18.03.18.mxd		

**Wollongong City-Wide Development Contributions Plan (2019)**

Figure 2 Land within the Wollongong City Centre Commercial Core





**Wollongong City-Wide Development Contributions Plan (2019)**

**10. What does Section 7.12 (previously Section 94A) of the EP&A Act provide?**

Section 7.12 of the EP&A Act provides as follows:

**7.12 Fixed development consent levies**

- (1) A consent authority may impose, as a condition of development consent, a requirement that the applicant pay a levy of the percentage, authorised by a contributions plan, of the proposed cost of carrying out the development.
- (2) A consent authority cannot impose as a condition of the same development consent a condition under this section as well as a condition under section 7.11.
- (2A) A consent authority cannot impose a condition under this section in relation to development on land within a special contributions area without the approval of:
  - (a) the Minister, or
  - (b) a development corporation designated by the Minister to give approvals under this subsection
- (3) Money required to be paid by a condition imposed under this section is to be applied towards the provision, extension or augmentation of public amenities or public services (or towards recouping the cost of their provision, extension or augmentation). The application of the money is subject to any relevant provisions of the contributions plan.
- (4) A condition imposed under this section is not invalid by reason only that there is no connection between the development the subject of the development consent and the object of expenditure of any money required to be paid by the condition.
- (5) The regulations may make provision for or with respect to levies under this section, including:
  - (a) the means by which the proposed cost of carrying out development is to be estimated or determined, and
  - (b) the maximum percentage of a levy.

**11. Council may require payment of the levy as a condition of development consent**

This Plan enables the Council to grant consent to development to which this Plan applies subject to a condition requiring the applicant to pay to the Council a levy calculated as per clause 12.

**12. How will the levy be calculated**

The levy will be determined on the basis of the rate as set out in Part A Schedule 1 City Wide Section 7.12 Levy Rates and Schedule 2 – Wollongong City Centre Commercial Core Section 7.12 Levy Rates. The levy will be calculated as follows:

$$\text{Levy payable} = \%C \times \$C$$

Where:

**%C** is the levy rate applicable

**\$C** is the proposed cost of carrying out development as determined in accordance with clause 18.

~~Where an exemption is granted for a preceding application under Clause 15(f) "An application for demolition (where there is no replacement building or development)" on the same subject site (irrespective of sub-division or consolidation occurring) the following application(s) for development, qualifying under this clause 12, will be additionally levied the relevant proportion of the levy that would have applied if the cost of development included the "demolition, excavation and site preparation, decontamination or remediation" in accordance with clause 25J of the EP&A Regulation that occurred under the preceding application.~~

**13. Development to which this Plan applies**

This Plan applies to all applications for development consent and complying development certificates required to be made by or under Part 4 of the EP&A Act in respect of development on land to which this Plan applies.

**Wollongong City-Wide Development Contributions Plan (2019)**

**14. Section 7.17 (previously Section 94E) Directions**

Any current and relevant Direction issued by the NSW Minister for Planning under Section 7.17 (previously Section 94E) of the EP&A Act will prevail over the provisions of this Plan. Current Section 7.17 Directions relative to this Plan include:

- If a development contribution under section 94 of the *Environmental Planning and Assessment Act 1979* has been required in respect of the subdivision of land (initial subdivision), a levy under section 94A of that Act may not be required in respect of any other development on the land, unless that other development will, or is likely to, increase the demand for public amenities or public services beyond the increase in demand attributable to the initial subdivision. (14/04/2016)
- A condition may not be imposed under section 94A of the *Environmental Planning and Assessment Act 1979* in relation to development on land within the Port Kembla Lease Area, as mapped in the *State Environmental Planning Policy (Port Botany and Port Kembla) 2013*. (6/12/13)
- A contribution cannot be imposed on development for the purposes of any form of seniors housing as defined in the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* (formerly the *State Environmental Planning Policy (Seniors Living) 2004*) where the development consent is granted to a social housing provider as defined in the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*. (14/9/07)

Further details on current Section 7.17 Directions can be found at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

**15. Are there any exemptions to the levy?**

Council may allow for exemptions (partial or full) in the following circumstances. For an exemption to be considered based on clause 15 (a) to (h), the written application should clearly state which exemption criteria is expected to ensure it is considered and provide all relevant supporting information.

- a. An application by the Council for community infrastructure, such as but not limited to libraries, community facilities, child care facilities, recreational areas, recreational facilities or car parks.
- b. An application by the NSW Government for public infrastructure, such as but not limited to hospitals, police stations, fire stations, education facilities (primary and secondary) and public transport infrastructure.
- c. ~~An application for an industrial, retail, commercial or residential development, where there is no increase in floor space within an existing building, such as but not limited to internal fit-out or alteration to existing structure.~~
- d. An application for the continued operation of a coal mine, where rail transport is used for the transportation of coal.
- e. An application for place of public worship.
- f. ~~An application for demolition (where there is no replacement building or development).~~
- g. An application for a residential care facility carried out under the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.
- h. An application for an industrial training facility.

The following exemption requests (partial or full) will require a comprehensive written submission:

- i. An application on behalf of Council for community infrastructure, such as but not limited to libraries, community facilities, child care facilities, recreational areas or facilities and car parks.
- j. An application on behalf of the NSW Government for public infrastructure, such as but not limited to hospitals, police stations, fire stations; education facilities (primary and secondary) and public transport infrastructure.
- k. An application for privately funded community infrastructure, such as but not limited to education facilities (primary and secondary) and private hospitals.
- l. Any other development for which Council considers an exemption is warranted, where the decision is



**Wollongong City-Wide Development Contributions Plan (2019)**

made by formal resolution of the Council at a public Council meeting.

m. An application by or on behalf of a tertiary education provider:

- (i) Full exemption may be allowed for facilities that are directly required by the main function of the educational facility, such as – classrooms, lecture theatre, training facility, administrative office, research facility.
- (ii) Partial (50%) exemption may be allowed for developments that are not directly required by the main function of the educational facility but will provide support to its main function, such as student accommodation, car park, sports facility, playgrounds, food-court, display facility, function centre, convention hall, auditorium, community centre.
- (iii) Nil exemption for developments that are not directly required to the main function of the educational facility and/or have potential to create additional demand for public services and amenities. Development such as but not limited to – shops, supermarket, shopping centre, office for lease, business park, commercial centre, child care centre, entertainment facility.

[Note – sub-clauses to be renumbered if sub-clauses c and f are deleted. The references in the following section will also be updated]

**Submission Requirements for an exemption claim to be considered**

For an exemption to be considered in accordance with clause 15 (i) to (m) above, the application will need to include a comprehensive written submission arguing the case for exemption and including details of:

- Under which sub-clause the exemption claimed is to be considered.
- The mechanism ensuring that such development will remain in the form proposed in the future (i.e. Not to increase future demand on public amenities and services), NB: where a further development application or application for complying development under the EP&A Act is required for any change to the development no mechanism is necessary, however if a change of use is available by way of exempt development then the requirement for a mechanism remains.
- Other items if applicable:
  - How the development will incorporate the maintenance of the item of heritage significance.
  - How the development will contribute to the public benefit of the community.
  - Works in the public domain included in the development.
  - How the residents/users will utilise existing private facilities attached to the development that replicate those types provided by Council.
  - Advice indicating that the application is on behalf of Council or the NSW Government.

Exemptions (partial or full) listed under clause 15 (i) to (m) will only to be granted with approval of the Council Officer(s) whose position(s) holds the required Council delegations or in terms of point clause 15(l) by formal resolution of the Council at a public Council meeting.

**16. Complying Development Certificates and the obligations of accredited certifiers**

~~In accordance with section 7.21 of the EP&A Act, applications for Complying Development are also subject to the provisions of this Plan, and the payment of a Section 7.12 contribution. In accordance with section 4.28(9) of the EP&A Act and clause 136K(2) of the EP&A Regulation, the accredited certifier must impose a condition requiring the payment of a Section 94A contribution in accordance with the requirements of this Plan before any building or subdivision work authorised by the certificate commences.~~

~~In accordance with clause 27(1A) of the EP&A Regulation, the certifier must ensure that the levy has been fully paid before any work authorised by the certificate commences and receipt(s) confirming full payment lodged with Council. Failure to follow this procedure may render such a certificate invalid.~~

In accordance with sections 4.28(9) and 7.21 of the EP&A Act and clause 136K of the EP&A Regulation, applications for a complying development certificate are also subject to the provisions of this Plan, and the Certifier (whether Council or an Accredited Certifier) must impose a condition requiring the payment of a Section 7.12 contribution in accordance with the requirements of this Plan.

**Wollongong City-Wide Development Contributions Plan (2019)**

The condition must include the contribution amount calculated in accordance with this Plan and require payment before any building or subdivision work authorised by the certificate commences. Further information on how to calculate and condition contributions is available on Councils website and from Council. The following template condition should be used:

**Development Contributions**

*Pursuant to Section 4.28(9) of the Environmental Planning and Assessment Act 1979 and the Wollongong City-Wide Development Contributions Plan (2019), a monetary contribution of \$[INSERT AMOUNT], subject to indexation, must be paid to Wollongong City Council before any building or subdivision work authorised by this certificate commences.*

*As the contribution amount is subject to indexation until the date of payment, contact Council for the current indexed amount prior to payment. The contribution can be paid online at <http://www.wollongong.nsw.gov.au/applicationpayments> (contact Council for the payment reference number) or by cash, EFTPOS or bank cheque at 41 Burelli Street, Wollongong.*

In accordance with clause 27(1A) of the EP&A Regulation, the Certifier must ensure that the contribution has been fully paid before any building or subdivision work authorised by the certificate commences and submit receipt(s) confirming full payment with the complying development certificate.

**17. Construction certificates and the obligations of accredited certifiers**

~~In accordance with clause 146(b) of the EP&A Regulation, a certifying authority must not issue a construction certificate for building work or subdivision work under a development consent unless each condition requiring the payment of a monetary contribution or levy (as referred to in section 7.12 of the EP&A Act) has been complied with.~~

~~In particular, the certifier must ensure that receipt(s) confirming that levies have been fully paid are provided and copies of such receipts must be included with copies of the certified plans provided to the Council in accordance with clause 142(2) of the EP&A Regulation. Failure to follow this procedure may render such a certificate invalid.~~

~~The only exceptions to the requirement are where the Council has agreed to a works in kind, material public benefit, dedication of land, or deferred payment arrangement. In such cases, Council will issue a letter confirming that an alternative payment method has been agreed with the applicant.~~

In accordance with clause 146(b) of the EP&A Regulation, a Certifier must not issue a construction certificate for building or subdivision work where the development consent imposes a condition in accordance with this Plan, unless the condition has been complied with.

In accordance with clause 142(2) of the EP&A Regulation, the Certifier must ensure that copies of receipt(s) confirming that contributions have been fully paid are provided to the Council.

**18. How is the proposed cost of carrying out development determined?**

Clause 25J of the EP&A Regulation sets out how the proposed cost of carrying out development is to be determined. That clause provides as follows:

**25J Section 7.12 levy—determination of proposed cost of development**

- (1) The proposed cost of carrying out development is to be determined by the consent authority, for the purpose of a section 7.12 levy, by adding up all the costs and expenses that have been or are to be incurred by the applicant in carrying out the development, including the following:
  - (a) if the development involves the erection of a building, or the carrying out of engineering or construction work—the costs of or incidental to erecting the building, or carrying out the work, including the costs (if any) of and incidental to demolition, excavation and site preparation, decontamination or remediation,
  - (b) if the development involves a change of use of land—the costs of or incidental to doing anything necessary to enable the use of the land to be changed,
  - (c) if the development involves the subdivision of land—the costs of or incidental to preparing, executing and registering the plan of subdivision and any related covenants, easements or other rights.
- (2) For the purpose of determining the proposed cost of carrying out development, a consent authority may have



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- regard to an estimate of the proposed cost of carrying out the development prepared by a person, or a person of a class, approved by the consent authority to provide such estimates
- (3) The following costs and expenses are not to be included in any estimate or determination of the proposed cost of carrying out development:
    - (a) the cost of the land on which the development is to be carried out,
    - (b) the costs of any repairs to any building or works on the land that are to be retained in connection with the development,
    - (c) the costs associated with marketing or financing the development (including interest on any loans),
    - (d) the costs associated with legal work carried out or to be carried out in connection with the development,
    - (e) project management costs associated with the development,
    - (f) the cost of building insurance in respect of the development,
    - (g) the costs of fittings and furnishings, including any refitting or refurbishing, associated with the development (except where the development involves an enlargement, expansion or intensification of a current use of land),
    - (h) the costs of commercial stock inventory,
    - (i) any taxes, levies or charges (other than GST) paid or payable in connection with the development by or under any law.
    - (j) the costs of enabling access by disabled persons in respect of the development,
    - (k) the costs of energy and water efficiency measures associated with the development,
    - (l) the cost of any development that is provided as affordable housing,
    - (m) the costs of any development that is the adaptive reuse of a heritage item.
  - (4) The proposed cost of carrying out development may be adjusted before payment, in accordance with a contributions plan, to reflect quarterly or annual variations to readily accessible index figures adopted by the plan (such as a Consumer Price Index) between the date the proposed cost was determined by the consent authority and the date the levy is required to be paid.
  - (5) To avoid doubt, nothing in this clause affects the determination of the fee payable for a development application.

**19. Cost estimate reports**

An application for a development application or a complying development certificate is to be accompanied by a report, prepared at the applicant's cost and in accordance with this clause, setting out an estimate of the proposed cost of carrying out the development for the purposes of clause 25J of the EP&A Regulation, per clause 18 above. Where a separate cost estimate is not provided, the estimated cost of development as provided on the development application will be used to calculate the contribution.

The following types of report are required:

- where the estimate of the proposed cost of carrying out the development is less than \$10,000,000 - a suitable cost estimate prepared by a person who, in the opinion of the Council, is suitably qualified. This includes a licensed builder, registered architect, qualified and accredited building designer, registered quantity surveyor or a person who is licensed with relevant qualifications and proven experience in costing of similar development works, but who is not the owner or applicant;
- where the estimate of the proposed cost of carrying out the development is \$10,000,000 or more - a detailed cost report in accordance with Part D Schedule 4 prepared by a quantity surveyor who is a registered member of the Australian Institute of Quantity Surveyors.

Applicants will be required to declare upon signing of application for development/building work that the cost of carrying out development as evidenced by their submitted estimate has been calculated in accordance with the provisions of this Plan, in particular clause 18.

Upon reviewing a cost estimate, the Council may require a further estimate to be provided by a registered quantity surveyor at the applicant's cost. The Council may, at the applicant's cost, engage a person referred to in this clause to review a report submitted by an applicant in accordance with this clause.

**20. How will the Council apply money obtained from the levy?**

Money paid to the Council under a condition authorised by this Plan is to be applied by the Council towards meeting the cost of the public facilities that will be or have been provided within the area as listed in Part D

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Schedule 5 and 6.

**21. What are the funding priorities from levies authorised by this Plan?**

Subject to section 7.3(2) of the EP&A Act and clauses 19 and 22 of this Plan, the public facilities listed in Part D Schedule 5 are to be provided in accordance with the staging set out in that Schedule.

**22. Pooling of levies**

For the purposes of section 7.3(2) of the EP&A Act, this Plan authorises money obtained from levies paid in respect of different developments to be pooled and applied by the Council progressively towards the public facilities listed in Part D Schedule 5 in accordance with the staging set out in that Schedule.

**23. The Goods and Services Tax (GST)**

At the time this Plan was made, the position of the Australian Taxation Office (ATO) was that the payment of development contributions made under the EP&A Act is exempt from the Goods and Services Tax (GST). Items in the works schedule of this Plan have been calculated without any GST component.

**24. When is the levy payable?**

A levy to be paid by a condition authorised by this Plan must be paid to the Council in accordance with the following requirements:

- A Development Application involving construction – prior to the issue of the Construction Certificate;
- A Development Application involving subdivision – prior to the issue of the Subdivision Certificate;
- A Development Application involving construction and subdivision (ie dual occupancies) – prior to the issue of the Construction Certificate;
- A Complying Development Certificate Application – before any work authorised by the certificate commences.

Where the development is phased the condition may allow for the levy to be paid at relevant phases.

**25. Can deferred or periodic payments of levies be made?**

Deferred or periodic payments may be permitted in the following circumstances:

- Deferred or periodic payment of the contribution will not prejudice the timing or the manner of the provision of public facilities included in the works program;
- In other circumstances considered reasonable by Council.

For a deferred or periodic payment to be considered, the applicant must satisfy to Council that:

- There are valid reasons for deferred or periodic payment;
- No prejudice will be caused to the community deriving benefit from the services being provided under this Plan;
- No prejudice will be caused to the efficiency and operation of this Plan.

If Council does decide to accept deferred or periodic payment, Council may require the applicant to provide a bank guarantee for the full amount of the contribution or the outstanding balance on condition that:

- a) The bank guarantee be issued by a bank for the amount of the total contribution, or the amount of the outstanding contribution, plus an amount equal to thirteen (13) months interest.
- b) Any charges associated with establishing or operating the bank security are payable by the applicant.
- c) The bank guarantee must carry specific wording identifying the exact obligation to which it relates (i.e. section 7.12 development contributions for development of Lot x DP xxx under Development Consent No. xxx)
- d) The bank unconditionally pays the guaranteed sum to the Council if the Council so demands in



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writing not earlier than 12 months from the provision of the guarantee or completion of the work.

- e) The bank must pay the guaranteed sum without reference to the applicant or landowner or other person who provided the guarantee, and without regard to any dispute, controversy, issue or other matter relating to the development consent or the carrying out of development.
- f) The bank's obligations are discharged when payment to the Council is made in accordance with this guarantee or when Council notifies the bank in writing that the guarantee is no longer required.
- g) Where a bank guarantee has been deposited with Council, the guarantee shall not be cancelled until such time as the original contribution and accrued interest are paid.

Deferred or periodic payments may be permitted, in accordance with the above requirements, only with approval of the Council Officer(s) whose position(s) holds the required Council delegations.

**26. Planning Agreements**

An applicant may offer to enter into a voluntary planning agreement with the Council under section 7.4 (previously section 93F) of the EP&A Act in connection with the making of a development application or planning proposal. This offer may include a monetary contribution, dedication of land, the carrying out of works, or another material public benefit for public purposes. Those purposes need not wholly relate to the impacts of the applicant's development not to the items listed in Part D Schedule 5.

The applicant's provision under a planning agreement may be additional to or instead of paying a levy in accordance with a condition of development consent authorised by this Plan. This will be a matter for negotiation with the Council. The offer to enter into the planning agreement together with a copy of the draft agreement should accompany the relevant development application.

The Council will publicly notify the draft planning agreement and an explanatory note relating to the draft agreement along with the development application and will consider the agreement as part of its assessment of that application.

If the Council agrees to enter into the planning agreement, it may impose a condition of development consent under section 7.7(3) of the EP&A Act requiring the agreement to be entered into and performed. If the Council does not agree to enter into the planning agreement, it may grant consent subject to a condition authorised by this Plan requiring the payment of a levy.

Applicants should refer to the Council's Policy on Planning Agreements, which has been prepared having regard to the Practice Note on Planning Agreements (DIPNR, 2005).

Section 7.4 of the EP&A Act states that a planning agreement is a voluntary agreement between a planning authority and a developer, under which the developer agrees to make contributions towards a public purpose. This may include the dedication of land, a monetary contribution, any other material public benefit or a combination of these. A planning agreement may exclude the application of Section 7.12 to the entire development or to part of the development that is subject to the agreement.

The provisions of Sections 7.4 to 7.10 of the EP&A Act and clauses 25B to 25H of the EP&A Regulation prescribe the contents, form, subject matter and procedures for making planning agreements.

Further information can be found in Council's Planning Agreements Policy.

**27. How will the levy be adjusted?**

As the date of the consent may vary to the actual time of payment of the contribution, clause 25(4) of the EP&A Regulation allows Council to adjust the contribution to reflect current between the date of the consent and the time of payment. Contributions required as a condition of consent under the provisions of this Plan will be indexed quarterly in accordance with movements in the Consumer Price Index; All Groups CPI; issued by the Australian Bureau of Statistics (ABS Series ID A2325806K).

The following formula for indexing contributions is to be used:

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**Contribution at time of payment = \$C x (CP2/CP1)**

Where:

**\$C** is the original contribution as set out in the consent

**CP1** is the Consumer Price Index; All Groups CPI; Sydney at the time the consent was issued

**CP2** is the Consumer Price Index; All Groups CPI; Sydney at the time of payment

**28. Savings and Transitional Arrangements**

A development application or complying development certificate application which has been submitted prior to the adoption of this Plan but not determined shall be determined in accordance with the provisions of this Plan.

**29. Are refunds for payments of levies possible?**

For a refund of levy payments to be considered, the applicant/landowner must:

- Submit a written request to Council;
- As a part of the request, demonstrate that the development that is the subject of the consent has not been commenced;
- Submit the request for a refund within 12 months of the payment;
- Formally surrender the consent that applied the levy;

In other circumstances considered reasonable by Council at its sole and unfettered discretion, where a formal request is made, part or full refunds may be provided.

***Part D – References***

**30. What definitions apply?**

In this Plan, unless the context or subject matter otherwise indicates or requires the following definitions apply:

- **ABS** means the Australian Bureau of Statistics
- **EP&A Act** means the Environmental Planning and Assessment Act 1979
- **EP&A Regulation** means the Environmental Planning and Assessment Regulation 2000
- **Council** means Wollongong City Council
- **Levy** means a levy under section 7.12 of the EP&A Act authorised by this Plan
- **Plan** means this Wollongong City-Wide Development Contributions Plan
- **Public facility and Public Infrastructure** means a public amenity or public service



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**31. Schedule 4 – Detailed Cost Report**

The following is an extract of the NSW Department of Planning's Development Contributions Practice Note – 2005.

**Registered\* Quantity Surveyor's Detailed Cost Report**

[Development Cost in excess of \$10,000,000]

\*A member of the Australian Institute of Quantity Surveyors

DEVELOPMENT APPLICATION No. \_\_\_\_\_ REFERENCE: \_\_\_\_\_

CONSTRUCTION CERTIFICATE No. \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

APPLICANT'S ADDRESS: \_\_\_\_\_

DEVELOPMENT NAME: \_\_\_\_\_

DEVELOPMENT ADDRESS: \_\_\_\_\_

**DEVELOPMENT DETAILS:**

Gross Floor Area – Commercial	m <sup>2</sup>	Gross Floor Area – Other	m <sup>2</sup>
Gross Floor Area – Residential	m <sup>2</sup>	Total Gross Floor Area	m <sup>2</sup>
Gross Floor Area – Retail	m <sup>2</sup>	Total Site Area	m <sup>2</sup>
Gross Floor Area – Car Parking	m <sup>2</sup>	Total Car Parking Spaces	
Total Development Cost	\$		
Total Construction Cost	\$		
Total GST	\$		

**ESTIMATE DETAILS:**

Professional Fees	\$	Excavation	\$
% of Development Cost	%	Cost per square metre of site area	\$ /m <sup>2</sup>
% of Construction Cost	%	Car Park	\$
Demolition and Site Preparation	\$	Cost per square metre of site area	\$ /m <sup>2</sup>
Cost per square metre of site area	\$ /m <sup>2</sup>	Cost per space	\$ /space
Construction – Commercial	\$	Fit-out – Commercial	\$
Cost per square metre of site area	\$ /m <sup>2</sup>	Cost per m <sup>2</sup> of commercial area	\$ /m <sup>2</sup>
Construction – Residential	\$	Fit-out – Residential	\$
Cost per square metre of residential area	\$ /m <sup>2</sup>	Cost per m <sup>2</sup> of residential area	\$ /m <sup>2</sup>
Construction – Retail	\$	Fit-out – Retail	\$
Cost per square metre of retail area	\$ /m <sup>2</sup>	Cost per m <sup>2</sup> of retail area	\$ /m <sup>2</sup>

I certify that I have:

- Inspected the plans the subject of the application for development consent or construction certificate
- Prepared and attached an elemental estimate generally prepared in accordance with the Australian Cost Management Manuals from the Australian Institute of Quantity Surveyors
- Calculated the development costs in accordance with the definition of development costs in the section 94A Development Contributions Plan of the Council of the City of Wollongong at current prices
- Included GST in the calculation of development cost
- Measured gross floor areas in accordance with the Method of Measurement of Building Area in the AIQS Cost Management Manual Volume 1, Appendix A2

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position and Qualifications: \_\_\_\_\_

Date: \_\_\_\_\_

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**32. Schedule 5 – Detailed Works Schedule – Projects proposed to utilise Section 7.12 funds**

The Capital Works Program that Council delivers is funded from a mix of budget sources, including contributions collected from this Plan. Section 7.12 Contributions will be allocated to projects through the annual budget preparation process based on this schedule, and will be subject to refinement until the project delivery stage. This may include the review of projects and/or budget allocations as part of the monthly budget review process that is reported to and endorsed by Council. Section 7.12 Contributions currently allocated to future projects are shown in the table below:

Map Number	Project Number	Project	Section 7.12 (previously Section 94A) Forecast Funding Allocation					
			2018-2019	2019-20	2020-21	2021-22	2022-23	Total
		<b>Roads and Bridges</b>						
16	126739	Cordeaux Road		\$50,000				\$50,000
5	126757	Carrington St; new kerb Lawrence St to Owen St, Bulli			\$110,000			\$110,000
	127424	Traffic Facility Improvements					\$150,000	\$150,000
1	127460	Maidstone -The Ridge roundabout, Helensburgh	\$250,000	\$100,000				\$100,000
9	127471	Towradgi Rd-Caters Lane crossing relocation, Towradgi		\$30,000	\$120,000			\$150,000
9	127481	Towradgi Rd traffic calming, Towradgi			\$100,000			\$100,000
	127488	Bellambi Local Area Traffic Management			\$150,000			\$150,000
15	127513	The Avenue Pedestrian Refuges, Mount Saint Thomas		\$100,000				\$100,000
5	127516	Trinity Row crossing facility				\$300,000		\$300,000
23	127517	Marshall St/Amaral Ave - safety upgrade, Dapto			\$25,000	\$300,000		\$325,000
19	127717	Northcliffe Drive (Princes Hwy end), Kembla Grange Roundabout		\$500,000	\$500,000			\$1,000,000
		<b>Sub total</b>		<b>\$780,000</b>	<b>\$1,005,000</b>	<b>\$600,000</b>	<b>\$150,000</b>	<b>\$2,535,000</b>
		<b>Footpaths and Cycleways</b>						
12	126243	Denison St; Crown St to Throsby Dr, Wollongong		\$300,000				\$300,000
12	126247	Porter St, Hindmarsh Ave to Flinders St, North Wollongong		\$300,000				\$300,000
16	126253	Cordeaux Rd; Princes Hwy to Gibsons Road			\$500,000			\$500,000
10	126269	Princes Hwy; Mt Ousley Rd to Bourke St, Fairy Meadow				\$400,000		\$400,000
8	126507	Kendall St; outside Tarrawanna Public School, south side		\$75,000				\$75,000
4	126535	Hamilton, Tasman, Craig, Surfers & Cliff Parade, Thirroul		\$75,000				\$75,000
3	126542	The Drive; LHD to Stanwell Park Tennis Courts, Stanwell Park		\$100,000				\$100,000
18	126558	Farmborough Heights Community Tennis Courts		\$50,000				\$50,000
14	126565	Thanes St; The Mall to 40 Thames St, east side, West Wollongong		\$80,000				\$80,000
11	126567	Murphys Ave; Robsons Rd to Grey St, south side, Keiraville		\$95,000				\$95,000

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Map Number	Project Number	Project	Section 7.12 (previously Section 94A) Forecast Funding Allocation				
			2018-2019	2019-20	2020-21	2021-22	2022-23
10	126569	Vereker St; Hamilton St to 16 Macarthur Ave, east side, Mt Ousley		\$50,000			\$50,000
15	126570	Heaslip St; Taronga Ave to St Johns Ave, south side, Mangerton		\$70,000			\$70,000
17	126571	Tallegalla St; Victoria St to Charcoal Creek, west side, Unanderra		\$60,000			\$60,000
13	126573	Cliff Rd; Harbour St to Lang Park, south side, Wollongong		\$55,000			\$55,000
14	126574	Harry Graham Park; Uralba St to Therry St, West Wollongong		\$40,000			\$40,000
12	126575	Robinson St; Hercules St to Denison St, Wollongong		\$100,000			\$100,000
22	126581	Bangaroo Ave; Bambil Crs to Pool, south side, Dapto			\$88,000		\$88,000
7	126592	Gilbert St; Railway St to Hall St; west side, Corrimal			\$100,000		\$100,000
7	126599	Station St; Duff Pde to Pioneer Rd; north side, Corrimal			\$160,000		\$160,000
9	126610	Storey St; Dixon St to Elliotts Rd; east side, Fairy Meadow				\$360,000	\$360,000
12	126616	Railway Cres; Porter St to Hindmarsh Ave; east side, North Wollongong			\$132,000		\$132,000
21	126625	Churchill Ave; Montgomery Ave to Turpin Ave, Warrawong				\$140,000	\$140,000
		<b>Sub total</b>		<b>\$1,450,000</b>	<b>\$980,000</b>	<b>\$900,000</b>	<b>\$0</b>
		<b>Car parks</b>					
	126103	Car Park Constructing/formalizing					\$86,000
7	126108	Robert Ziems Park Cricket Ground Carpark, Corrimal			\$200,000		\$200,000
20	126109	Berkeley Park Carpark – Off Bourke Way, Berkeley		\$190,000			\$190,000
6	126130	Holly Mount Park Car Park, Woonona				\$200,000	\$200,000
		<b>Sub total</b>		<b>\$190,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$86,000</b>
		<b>Non-Commercial buildings</b>					
21	125350	New Warrawong Multipurpose Facility		\$100,000	\$500,000		\$4,000,000
2	125353	Helensburgh Library and Community Centre			\$250,000	\$1,000,000	\$1,250,000
		<b>Sub total</b>		<b>\$100,000</b>	<b>\$750,000</b>	<b>\$1,000,000</b>	<b>\$4,000,000</b>
		<b>Parks, Gardens and sports fields</b>					
	125216	Skate parks			\$254,000		\$300,000
	125217	Play Facilities Renew					\$100,000
14	125265	Brownlee Park Playground Replacement and New Shade Sail,		\$50,000			\$50,000



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Map Number	Project Number	Project	Section 7.12 (previously Section 94A) Forecast Funding Allocation					
			2018-2019	2019-20	2020-21	2021-22	2022-23	Total
		West Wollongong						
		Sub total		\$50,000	\$254,000	\$0	\$400,000	\$ 704,000
		Land Acquisitions						
		Land Acquisitions		\$0	\$0	\$0	\$0	\$0
		Sub total		\$0	\$0	\$0	\$0	\$0
		Administration						
		Development Contributions Planner		\$104,000	\$107,000	\$110,000	\$114,000	\$435,000
		Development Contributions Admin Support – Finance		\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
		Sub total		\$114,000	\$117,000	\$120,000	\$124,000	\$475,000
		TOTAL		\$2,684,000	\$3,306,000	\$3,320,000	\$4,760,000	\$13,570,000

# The delivery of this project is pending confirmation and will be subject to further designs and approvals before it's construction timing is confirmed.

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**33. Schedule 6 – Detailed Works Schedule – Projects that have included Section 7.12 funds**

The Capital Works that Council delivers are funded from a mix of sources, including contributions collected from this Plan. Section 7.12 Contributions that have been allocated to projects are shown in the table below:

Project	Section 7.12 (previously Section 94A) Actual Funding Allocations					
	2006-07 to 2014-15	2015-16	2016-17	2017-18	2018-19	Total 2006-07 to 2018-19
<b>Roads and Bridges</b>						
City Centre Public Transport	\$404,000	\$22,000				\$426,000
City Wide Public Transport	\$125,000	\$100,000				\$225,000
Lake Avenue Traffic Facilities : Flagstaff Rd to Gorrel St	\$40,000					\$40,000
Parkes St/Princes Hwy, Helensburgh - New roundabout	\$85,000					\$85,000
Denison St - Victoria St, Wollongong traffic lights		\$19,000	\$1,000			\$20,000
Denison St - Throsby Dr, Wollongong traffic lights		\$21,000	\$1,000			\$22,000
Cordeaux Rd. west of William James Dr - Upgrade	\$515,000					\$515,000
Compton Street, Dapto- Traffic Calming augmentation	\$313,000					\$313,000
Burelli Street - Kenny Street Traffic Signals	\$120,000	\$60,000				\$180,000
Burelli Street - Auburn Street Traffic Signals	\$204,578	\$31,000				\$235,578
Stewart St-Kembla St Traffic Lights		\$7,000		\$300,000		\$307,000
Central Rd - Blackman/Nudjia, Unanderra traffic lights		\$114,000	\$173,000			\$287,000
Carters lane, Fairy Meadow shoulder construct - Pioneer to Elliots	\$159,000					\$159,000
Squires Way, North Wollongong - kerb and gutter - Elliots Rd to iC entry	\$51,000					\$51,000
Vera St/Tunnel Rd improvement, Helensburgh - kerb, gutter and drainage	\$275,000		\$14,148			\$289,148
Jarvie Rd, Cringlia - new kerb & gutter	\$50,000					\$50,000
Walker St, Helensburgh - Replace culvert to widen pedestrian access	\$140,999					\$140,999
Burke Street, Berkeley - New Traffic Island	\$5,000					\$5,000
Ball Street, Woonona - New Traffic Island	\$1,000					\$1,000
Sturdee Ave, Bulli - Augmentation design options	\$16,000					\$16,000
Oakland Avenue School Crossing Upgrade (Windang Primary School)		\$20,000				\$20,000
Northcliff Dr School Crossing Upgrade (Lake Height PS)		\$25,000				\$25,000
Northcliff Dr Crossing Upgrade (Illawarra Sports HS)		\$38,000				\$38,000
Terania St School Crossing Upgrade (Russell Vale PS)		\$19,000				\$19,000
Raymond Rd School Crossing Upgrade (St Michaels PS)		\$20,000				\$20,000
Baan Baan St extension to Station St			\$70,272			\$70,272
Kanahooka Road -Brownsville Avenue traffic lights			\$1,924			\$1,924

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Project	Section 7.12 (previously Section 94A) Actual Funding Allocations					
	2006-07 to 2014-15	2015-16	2016-17	2017-18	2018-19	Total 2006-07 to 2018-19
Kembla St -Gipps St roundabout			\$10,000			\$10,000
Maidstone -The Ridge roundabout			\$20,000	\$300,000		\$320,000
Gladstone St, Pedestrian Refuge Island			\$ 938			\$938
Princes Hwy - Victoria Rd, Traffic Lights			\$29,768	\$230,000		\$259,768
Bourke st/ Cliff Rd Intersection Improvements			\$10,140			\$10,140
Other Roads and Bridges						\$0
Pedestrian bridge over Byarong Ck Roy Johansson Park				\$100,000		\$100,000
Lilyvale/Walker St, roundabout				\$180,000		\$180,000
Bong Bong Rd -Station St traffic lights				\$43,000		\$43,000
Railway Crescent, Widen road					\$100,000	\$100,000
Towradgi Rd-Caters Lane crossing relocation					\$200,000	\$200,000
Point Street Local Area Traffic Management					\$100,000	\$100,000
Bellambi Local Area Traffic Management					\$20,000	\$20,000
Lakeside Drive - Pedestrian Refuge					\$115,000	\$115,000
Gilmore St and Fisher St - Pedestrian Refuges					\$70,000	\$70,000
<b>Sub total</b>	\$2,504,577	\$496,000	\$332,190	\$1,153,000	\$605,000	\$5,090,767
<b>Footpaths and Cycleways</b>						
Gills Creek pedestrian path linkage, Walker St Helensburgh	\$20,000	\$84,000				\$104,000
Keira St footpath, Crown to Market St	\$400,000					\$400,000
Gloucester Bvde, Pt Kembla - Primary School to Darcy Rd Shared pathway	\$99,000					\$99,000
Foreshore Rd, Port Kembla - Old Port Rd to Harbour - Shared pathway	\$4,000					\$4,000
Southern cycleway - Port Kembla pool to Parkes St & along Foreshore Rd	\$42,000					\$42,000
Five Islands Rd, Port Kembla - shared path Flinders St to Wattle St	\$2,000					\$2,000
Princes Hwy, Dapto, Unara St to Northcliffe - New Shared pathway	\$442,000					\$442,000
Amaroo Ave, Figtree - New footpath	\$9,000					\$9,000
Grey St, Keiraville new footpath	\$19,000					\$19,000
City Centre Crown St, Wollongong – Augmentation & Upgrade	\$170,000					\$170,000
O'Briens Rd, Figtree - New shared pathway	\$55,000					\$55,000
Cordeaux Rd, Figtree - new on road cycleway	\$85,000					\$85,000



**Wollongong City-Wide Development Contributions Plan (2019)**

Project	Section 7.12 (previously Section 94A) Actual Funding Allocations					
	2006-07 to 2014-15	2015-16	2016-17	2017-18	2018-19	Total 2006-07 to 2018-19
Channon St, Russell Vale - new footpath	\$47,000					\$47,000
Parkes St, Helensburgh - New shared pathway connection	\$75,000					\$75,000
Brian St, Balgownie - new footpath and pedestrian crossing	\$82,000					\$82,000
Unanderra Town Centre - Tallegalla Street - new cycleway	\$25,000					\$25,000
Beach St to Hutton Ave, Bulli - New shared pathway	\$25,000					\$25,000
Brokers Rd, Balgonie - new footpath	\$43,000					\$43,000
Gibson Rd, Figtree - widen footpath	\$85,000					\$85,000
Abercrombie St, West Wollongong - New footpaths	\$274,000					\$274,000
McMillan St, Helensburgh - New north side footpath	\$36,000					\$36,000
Princes Hwy, Wst Wlg - New shared pathway London Dr to Abercrombie St	\$78,000					\$78,000
Princes Hwy, Bulli - New shared pathway, Black Diamond Pl to Point St	\$200,000					\$200,000
Murphys Avenue, Keiraville - New footpath	\$60,000					\$60,000
Mt Keira Rd, Mt Keira - New footpath	\$100,000					\$100,000
Derribong Dr, Cordeaux Heights - New footpath	\$149,000					\$149,000
Loftus St, Wollongong - New footpath	\$103,000					\$103,000
Smith St, Shared Path - Harbour to Belmore St	\$10,000					\$10,000
Gladstone Ave, Wollongong - cycleway Swan St underpass to Crown St	\$8,000					\$8,000
Pioneer Rd, Towradgi - New footpath & bridging over culvert	\$82,000					\$82,000
Squires Way, North Wollongong - Widen cycleway	\$25,000					\$25,000
Lakelands Dve footpath; Fowlers Rd to Parkside Dve	\$243,343					\$243,343
Cirrus Ave Dapto footpath; full length west side	\$81,981					\$81,981
Dumfries Ave footpath; McMahon St to Foothills Rd	\$194,733					\$194,733
Point Street footpath, nth side; Blackall St to Summerville	\$5,687					\$5,687
Robert St, Dapto; Byamee St to Joan St, footpath		\$137,000				\$137,000
Maidstone St Helensburgh; The Ridge to The Crescent, footpath		\$10,000				\$10,000
Flagstaff Rd, Berkeley; Whimbrel St to Bubb Place crossing		\$160,000				\$160,000
Cherry St Woonona; Forestview Way to Woodland Ave, footpath east		\$54,000				\$54,000
Wollongong Harbour Heritage Walk Stage 2B		\$150,000				\$150,000
Porter St, Gwynneville, Crawford Street, Int. House Ramp		\$100,000				\$100,000

**Wollongong City-Wide Development Contributions Plan (2019)**

Project	Section 7.12 (previously Section 94A) Actual Funding Allocations					
	2006-07 to 2014-15	2015-16	2016-17	2017-18	2018-19	Total 2006-07 to 2018-19
Railway Rd footpath east side: King St - Redman Ave	\$58,045					\$58,045
Redman Avenue footpath, east side; Railway Rd to Henley		\$51,000				\$51,000
Grand Pacific Walk, Nth Wlg to Otford - Stage 1 Stoney Ck Bridge, Coalcliff	\$467,000					\$467,000
Unanderra CBD Upgrade	\$100,000					\$100,000
Galvin Park; New Footpath			\$254,476			\$254,476
Murray Rd; Pioneer Rd to Tourist Park, south			\$50,000			\$50,000
Lower Tramway Sea Wall and sharepath			\$150,000	\$100,000		\$250,000
Princes Hwy; Highway Ave to London Dr westside			\$222,839			\$222,839
Smith St railway underpass design work			\$66,041			\$66,041
Other Footpaths and Cycleways	\$3,110,300					\$3,110,300
Kembla St; Smith St to Stewart St, Wollongong				\$40,000		\$40,000
Miller St, Fox Ave to Auburn St, North				\$65,000		\$65,000
Regional Network Wayfinding signage				\$20,000		\$20,000
Corrimal St, Wollongong Shared Path ( Between Bank st and St				\$112,000		\$112,000
Mt Keira Rd to Nyrang Park cycleway				\$20,000		\$20,000
LHD (Local Road) Footpath Intersection Upgrade				\$100,000		\$100,000
Hamilton, Tasman, Craig, Surfers & Cliff				\$170,000		\$170,000
Fred Finch Park Cycleway				\$50,000		\$50,000
Footpaths-New footpaths				\$50,000	\$600,000	\$650,000
Port Kembla footpath upgrades					\$300,000	\$300,000
Hamilton, Tasman, Craig, Surfers & Cliff					\$150,000	\$150,000
Chenhalls St; Stanhope St to Gray St west side					\$150,000	\$150,000
Corrimal St; Smith St to Market St					\$100,000	\$100,000
Winnima Way; Community Centre to Parkway					\$50,000	\$50,000
Holborn Park Accessible Footpaths					\$25,000	\$25,000
Bulli Beach Reserve Accessible Footpaths					\$25,000	\$25,000
Rixon Avenue; Molloy St to 9 Rixon Ave, east side					\$50,000	\$50,000
Clifford St; Bourke St to Daisy; west side					\$100,000	\$100,000
<b>Sub total</b>	\$7,115,089	\$746,000	\$743,356	\$727,000	\$1,550,000	\$10,881,445
<b>Car parks</b>						
Station Street - Thomas Gibson Park	110,000.00					\$110,000

**Wollongong City-Wide Development Contributions Plan (2019)**

Project	Section 7.12 (previously Section 94A) Actual Funding Allocations					
	2006-07 to 2014-15	2015-16	2016-17	2017-18	2018-19	Total 2006-07 to 2018-19
Bank/Stewart Street, Wollongong - 4hr Car park - Additional spaces	78,000.00					\$78,000
Campbell Street, Woonona - Ocean Park car park	140,000.00					\$140,000
Lakeside leisure Centre, Kanahooka - Upgrade and expansion	7,000.00					\$7,000
Stuart Park, Wollongong off road parking		500,000.00				\$500,000
Market Street - Multi Storey Car park - Upgrade	20,000.00					\$20,000
Windang Foreshore Park P2 car park - augmentation	5,000.00					\$5,000
George Street, Wollongong - Car park extension	140,000.00					\$140,000
Stanwell Park shops Car Park - Upgrade	243,000.00					\$243,000
The Circle Car Park, Woonona - Upgrade	17,000.00					\$17,000
Other Car Parks	740,270.00					\$740,270
Reed Park car park surface				80,000.00		\$80,000
2 Tannery St, Carpark				125,000.00		\$125,000
City Centre Parking Guidance System				55,000.00		\$55,000
<b>Sub total</b>	\$1,500,270	\$500,000	\$0	\$260,000	\$0	\$2,260,270
<b>Non-Commercial buildings</b>						
Bald Hill Amenities, Stanwell Tops - augmentation - Masterplan	\$33,000					\$33,000
North Beach Bathers Pavilion, North Wollongong - augmentation	\$4,433,000					\$4,433,000
Dapto Pool - Disabled Access Improvements	\$40,000					\$40,000
Sandon Point Surf Club Expansion	\$125,000					\$125,000
Windang Beach Lifeguard Tower - Design	\$52,000					\$52,000
Coledale Lifeguard Tower	\$25,000					\$25,000
Other Buildings (commercial and non-commercial)	\$9,247,419					\$9,247,419
New Warrawong Multipurpose Facility					\$100,000	\$100,000
<b>Sub total</b>	\$109,000	\$0	\$0	\$0	\$100,000	\$14,055,419
<b>Parks, Gardens and sports fields</b>						
Beach facilities - New (bulk vote)	\$10,000					\$10,000
Sporting facilities - New (bulk vote)	\$20,000					\$20,000
Recreation facilities - New (bulk vote)	\$25,000	\$20,000				\$25,000
Stuart Park Playground and footbridge	\$47,332	\$30,000	\$100,000			\$177,332
Stanwell Park - New Playground	\$11,000					\$11,000
Bailey Park, Compton Street, Dapto - New Playground	\$10,000					\$10,000



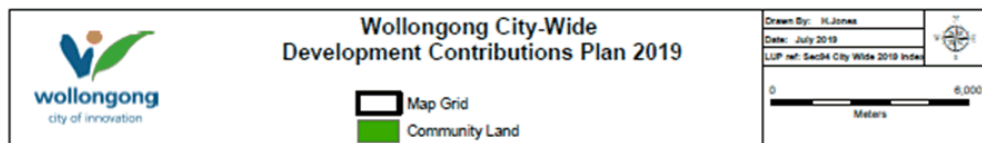
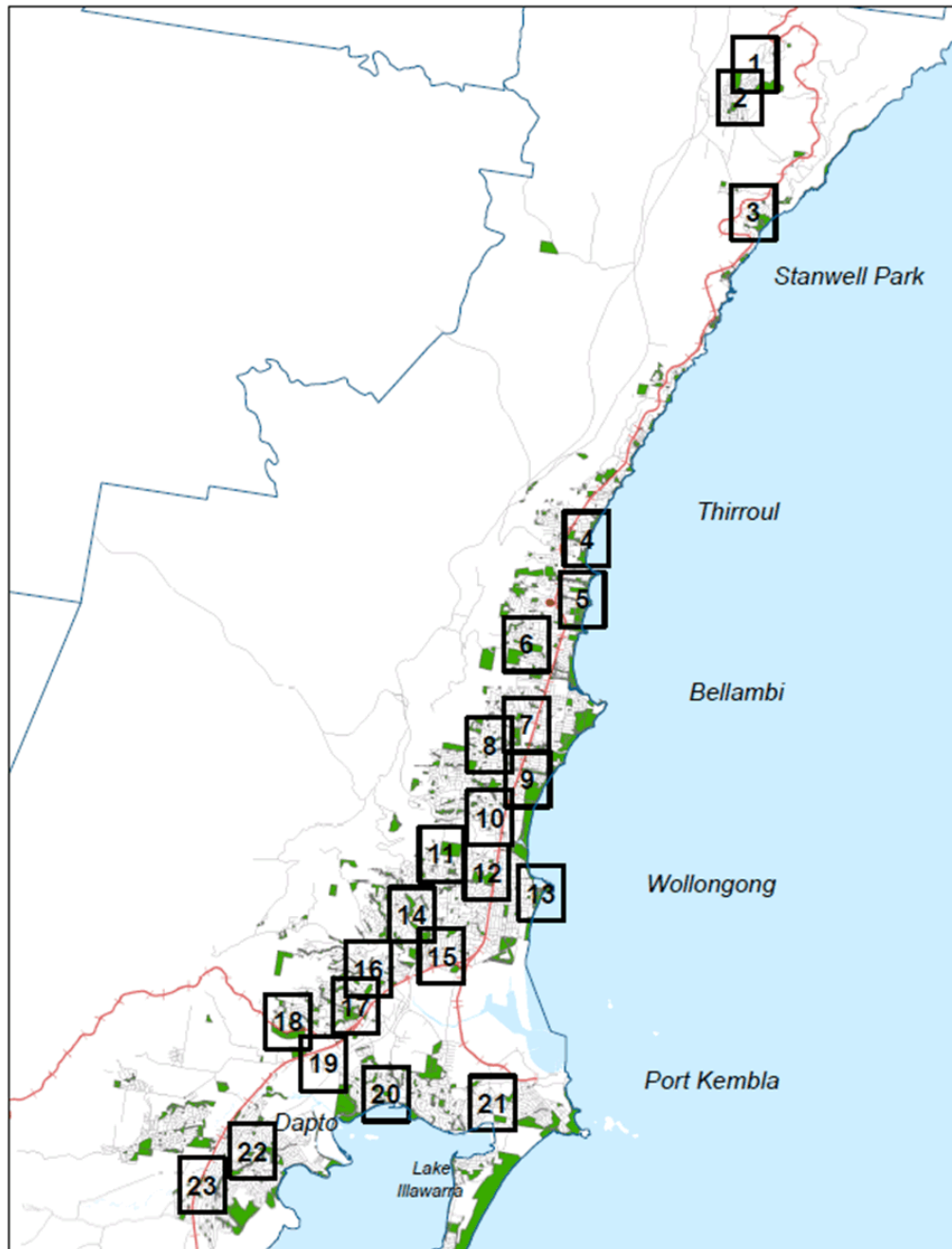
Wollongong City-Wide Development Contributions Plan (2019)

Project	Section 7.12 (previously Section 94A) Actual Funding Allocations					
	2006-07 to 2014-15	2015-16	2016-17	2017-18	2018-19	Total 2006-07 to 2018-19
Penrose Park - New Playground	\$10,000					\$10,000
Corrimal Memorial Park - New Playground	\$73,000					\$73,000
Waples Rd, Farmborough Heights - New Playground	\$10,000					\$10,000
Bruce Park, Oxlade St, Warrawong - New Playground	\$10,000					\$10,000
Keira Village Park, Keira Mine Rd - New Playground	\$20,000					\$20,000
Holborn Park, Berkeley - New Playground	\$25,000					\$25,000
Thomas Dalton Park, Fairy Meadow - Sports field Irrigation & Carters Lane fence	\$312,000					\$312,000
Rex Jackson Oval, Helensburgh - Sportsfield Irrigation	\$78,500					\$78,500
Fred Finch Park, Berkeley - Landscape and Design & Infrastructure	\$200,000					\$200,000
Holborn Park (Southern Suburbs Skate Park) Berkeley - provision	\$406,000					\$406,000
Lake Illawarra Foreshore Improvements	\$100,000					\$100,000
MacCabe Park, Wollongong - Design Development - City Centre	\$12,000					\$12,000
MM Beach, Port Kembla - Access Steps	\$65,000					\$65,000
Puckeys Estate, Beach access	\$15,000					\$15,000
Charles Harper Park, Helensburgh - Public toilet	\$40,000					\$40,000
Other Parks, Gardens and Sports fields	\$3,765,466					\$3,765,466
<b>Sub total</b>	<b>\$5,265,298</b>	<b>\$30,000</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,395,298</b>
<b>Land Acquisitions</b>						
Other Land Acquisitions	\$2,201,500					\$2,201,500
<b>Sub total</b>	<b>\$2,201,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,201,500</b>
<b>Administration</b>						
S94 Planner	\$261,439	\$85,000	\$95,511	\$98,376	\$101,000	\$641,326.00
S94 Admin Support - Finance	\$53,372	\$9,000	\$9,672	\$9,962	\$10,000	\$92,006.00
S94 Administration & Studies	\$452,216					\$452,216.00
<b>Sub total</b>	<b>\$195,145</b>	<b>\$94,000</b>	<b>\$105,183</b>	<b>\$108,338</b>	<b>\$111,000</b>	<b>\$1,185,548.00</b>
<b>TOTAL</b>	<b>\$5,688,343</b>	<b>\$1,886,000</b>	<b>\$1,280,729</b>	<b>\$2,225,000</b>	<b>\$2,366,000</b>	<b>\$39,609,363</b>

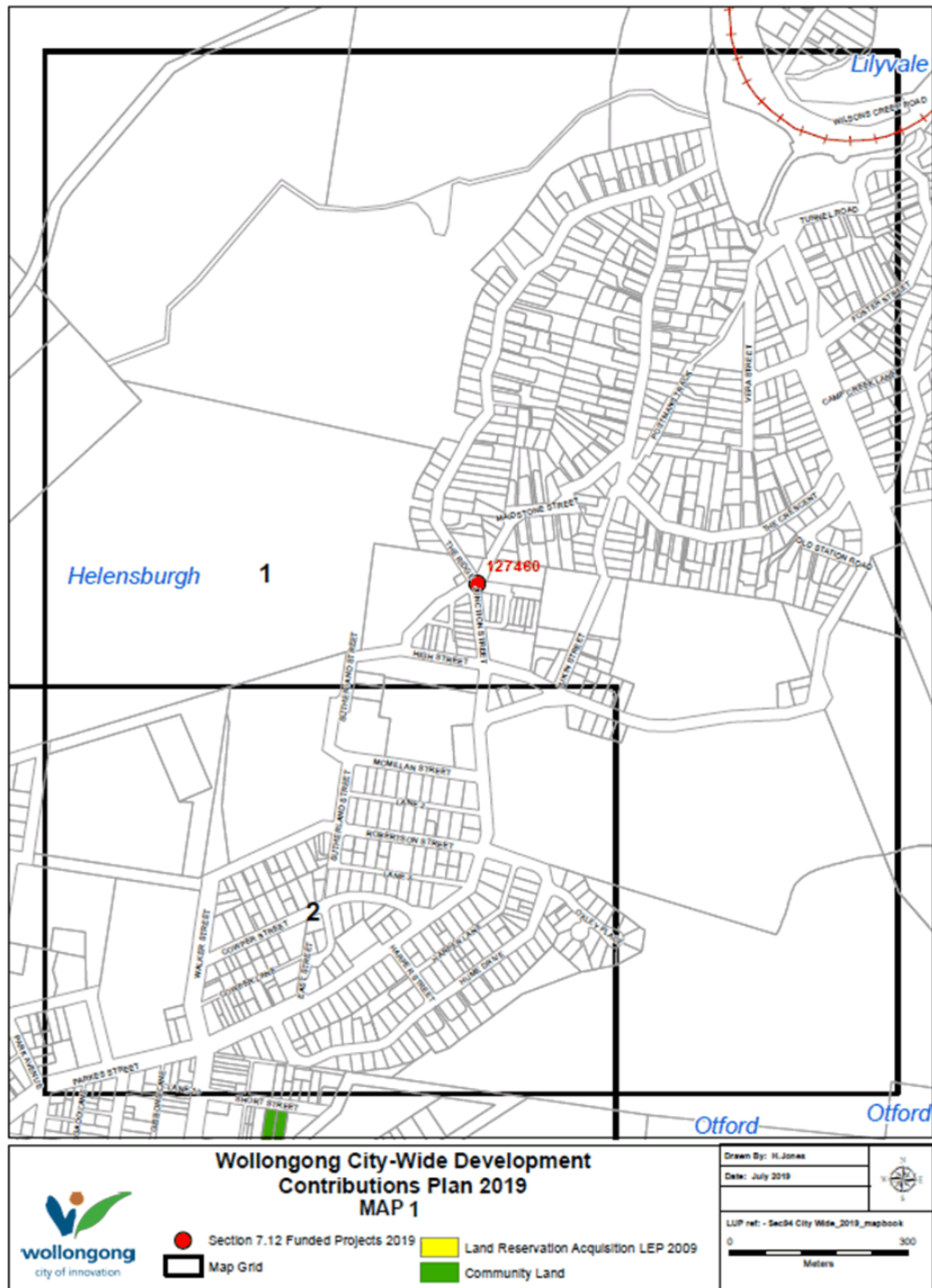
**Wollongong City-Wide Development Contributions Plan (2019)**

**34. Schedule 7 - Works Schedule – Maps**

Projects locations are noted as best as possible given their nature and scale of mapping.

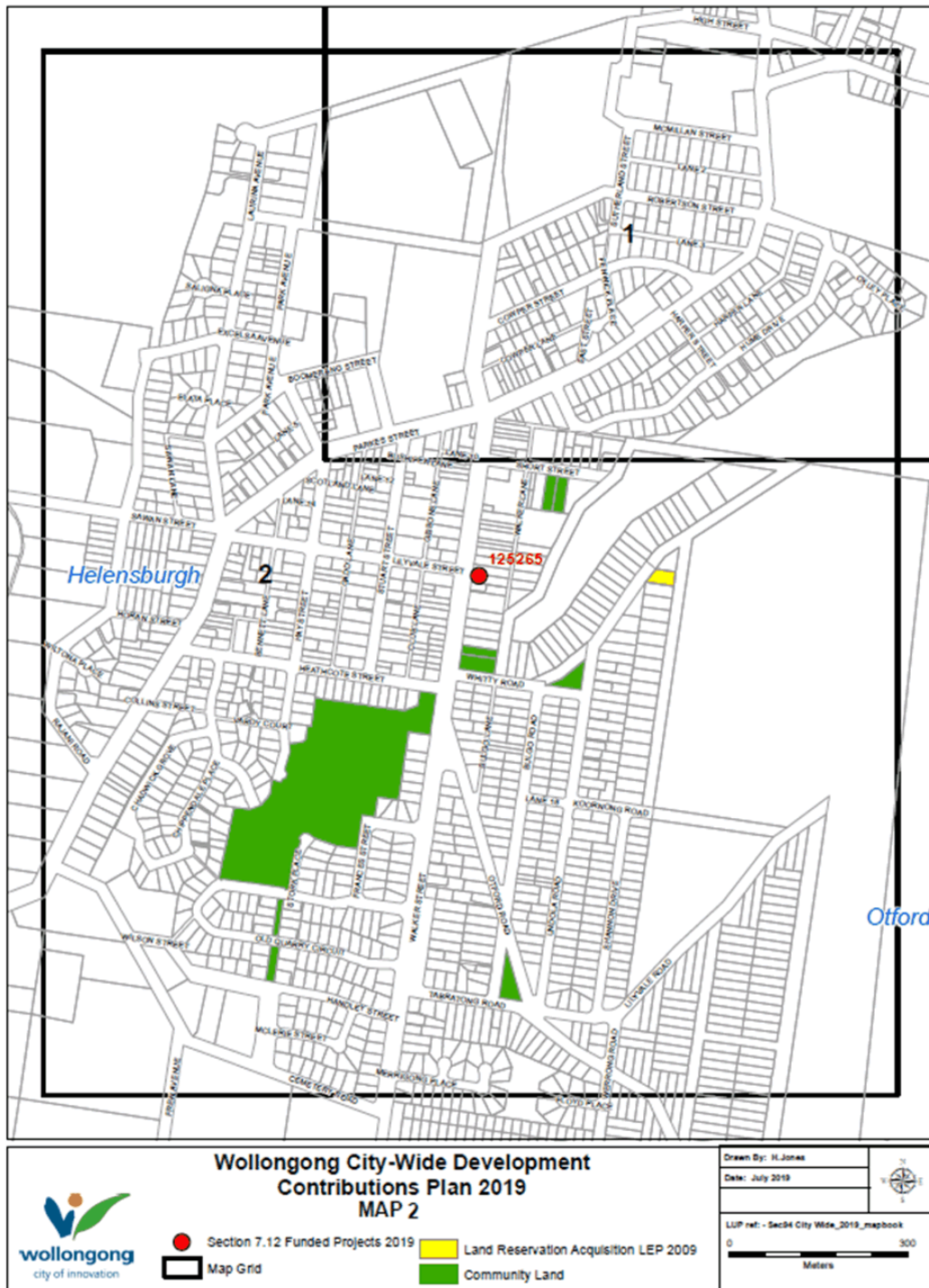


**Wollongong City-Wide Development Contributions Plan (2019)**





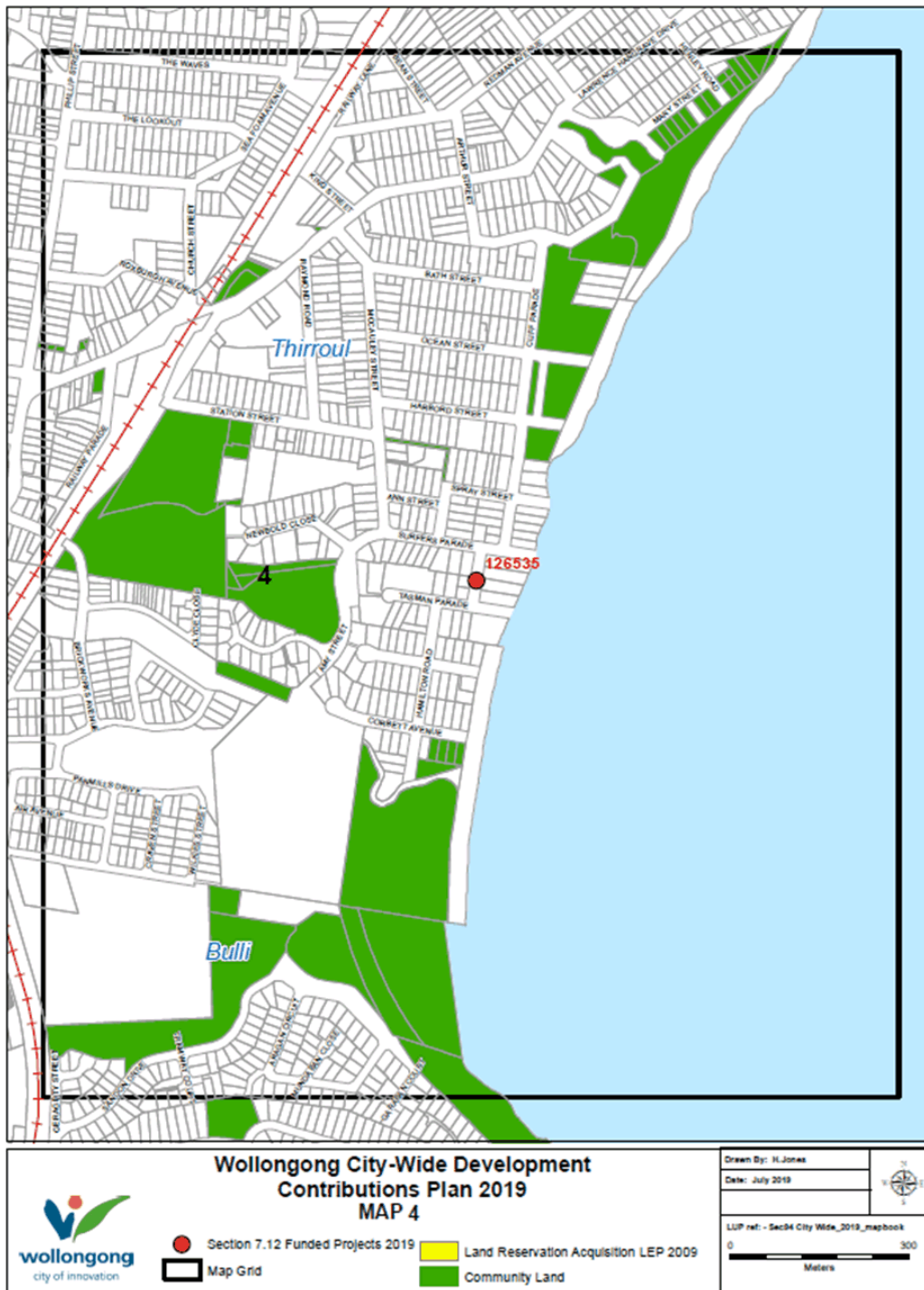
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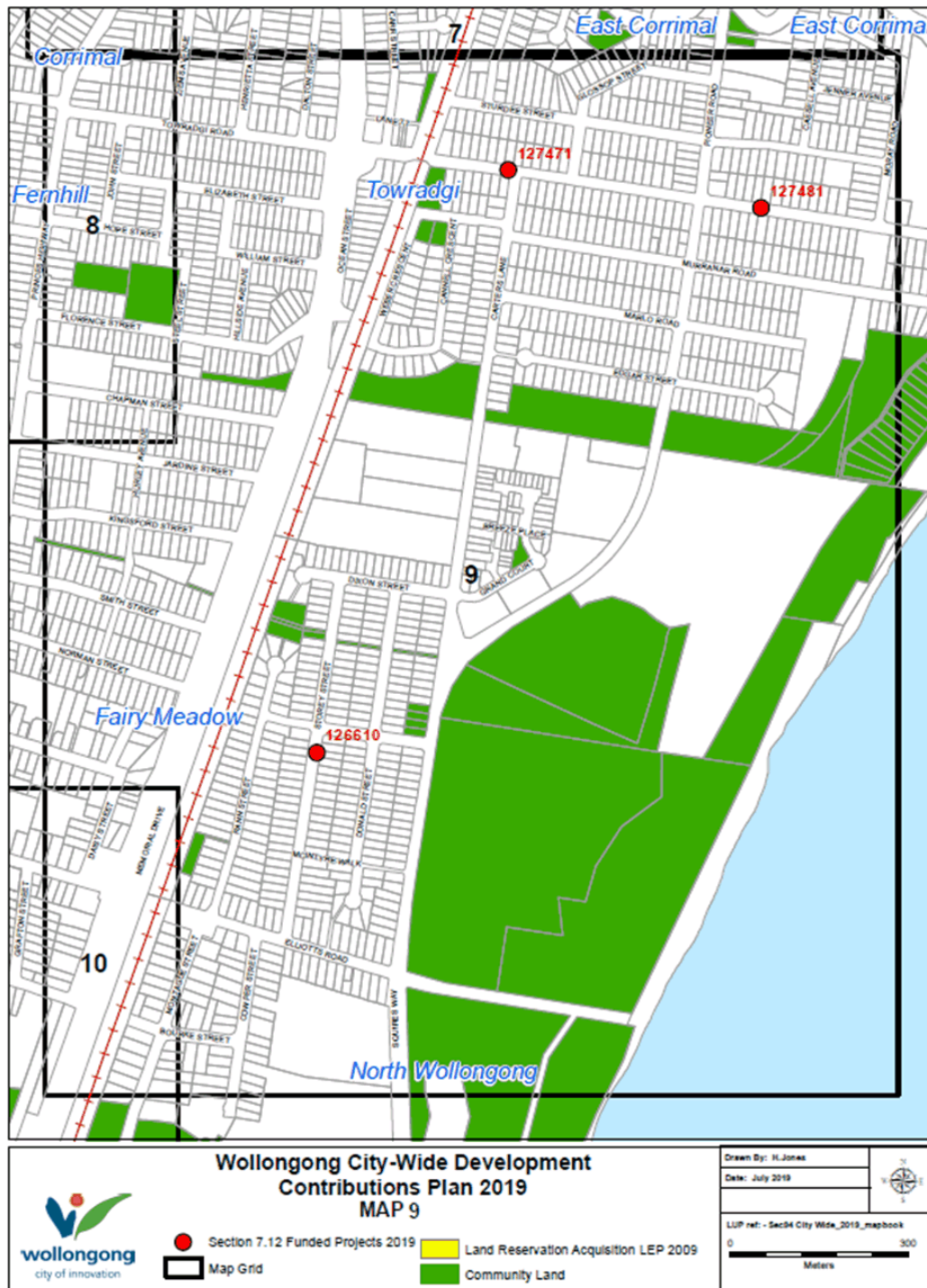




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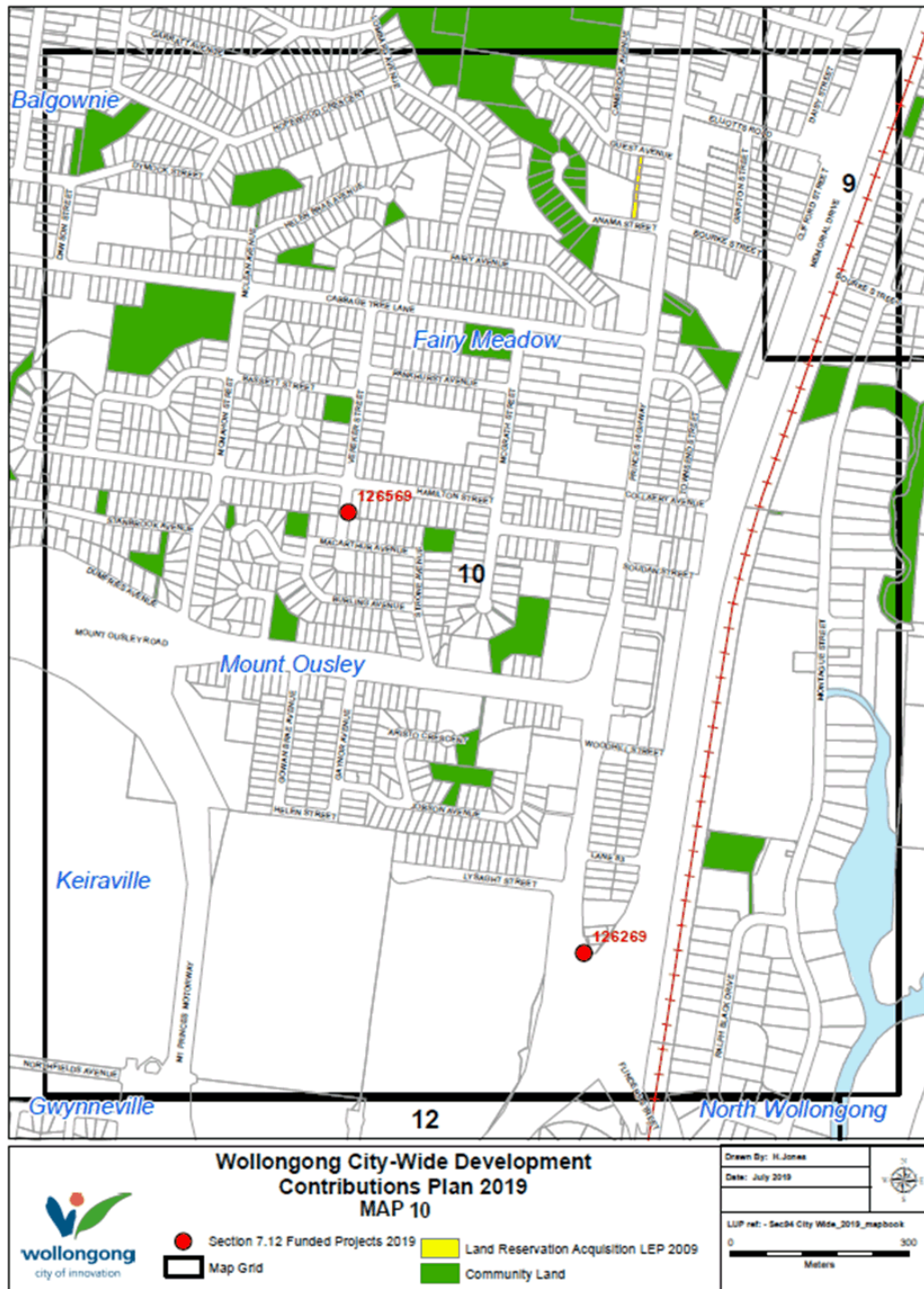


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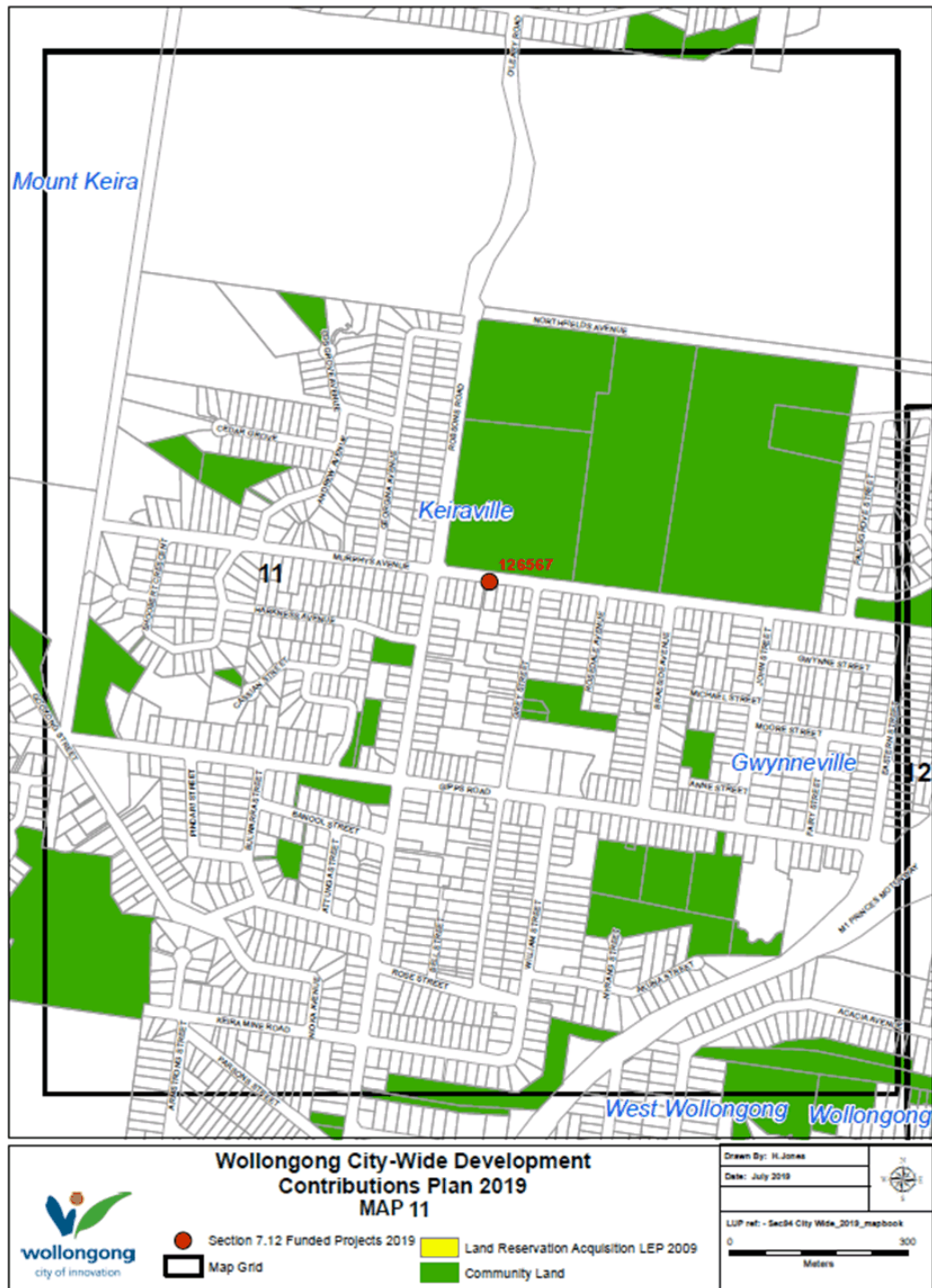


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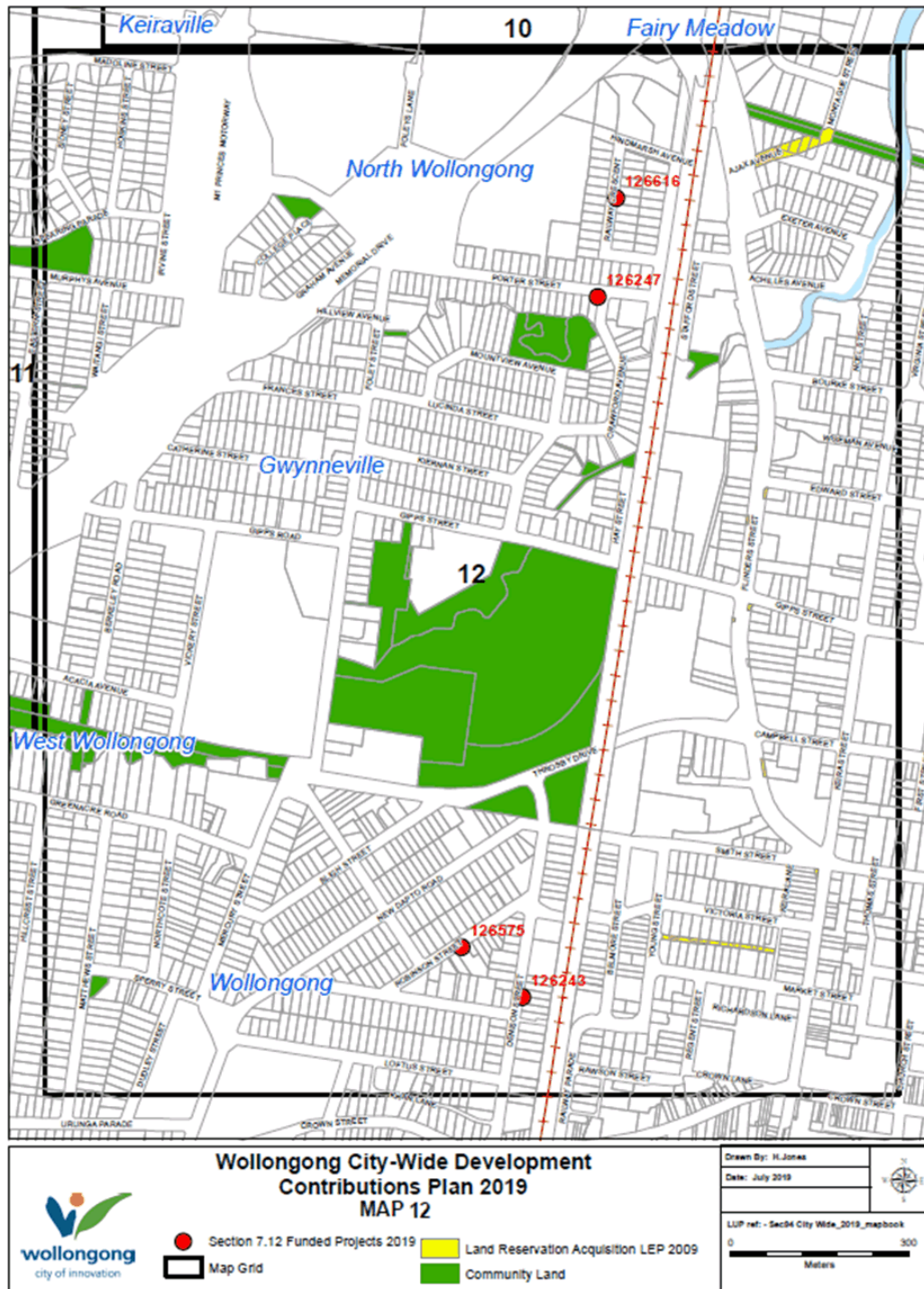




**Wollongong City-Wide Development Contributions Plan (2019)**



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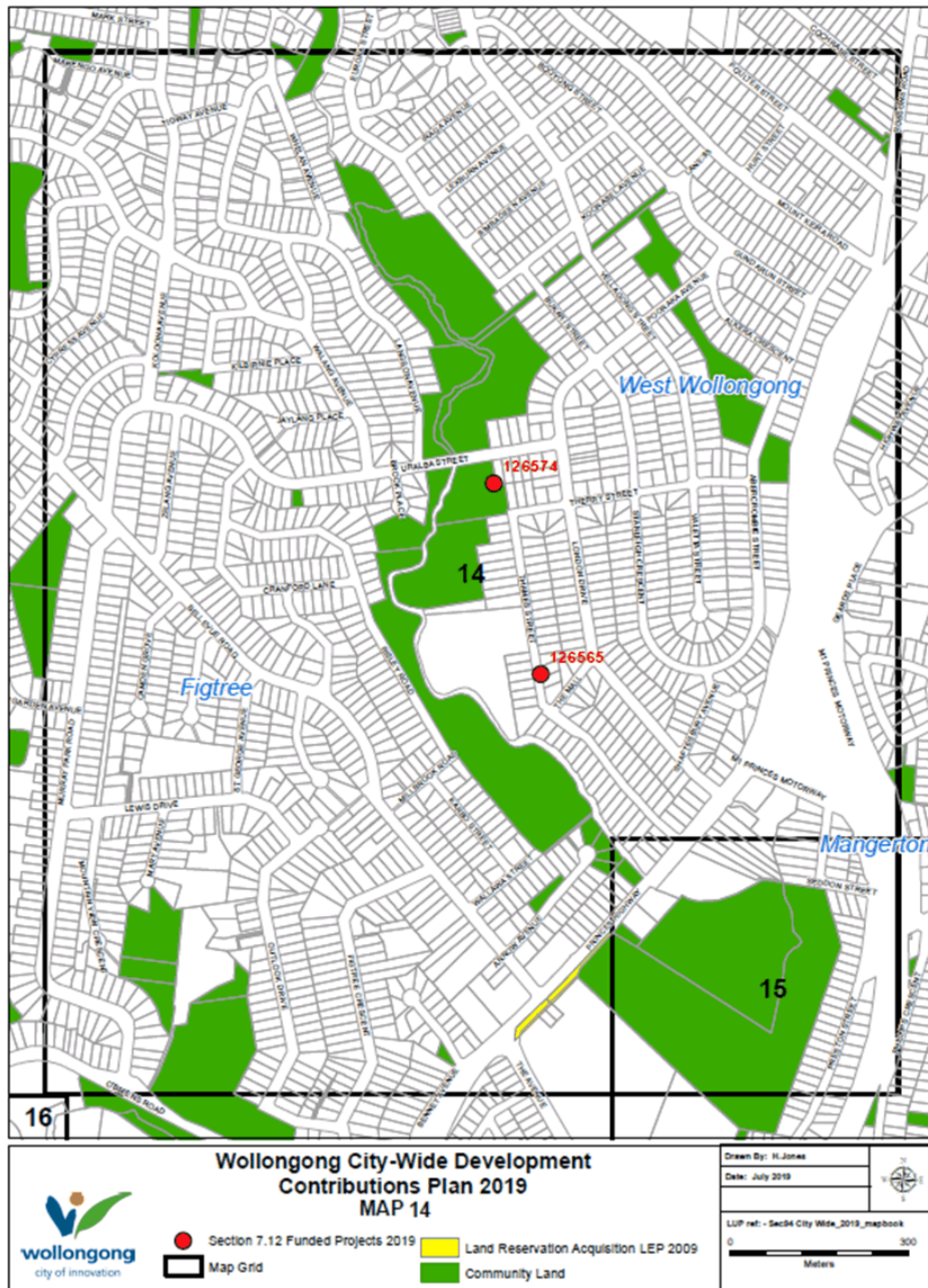


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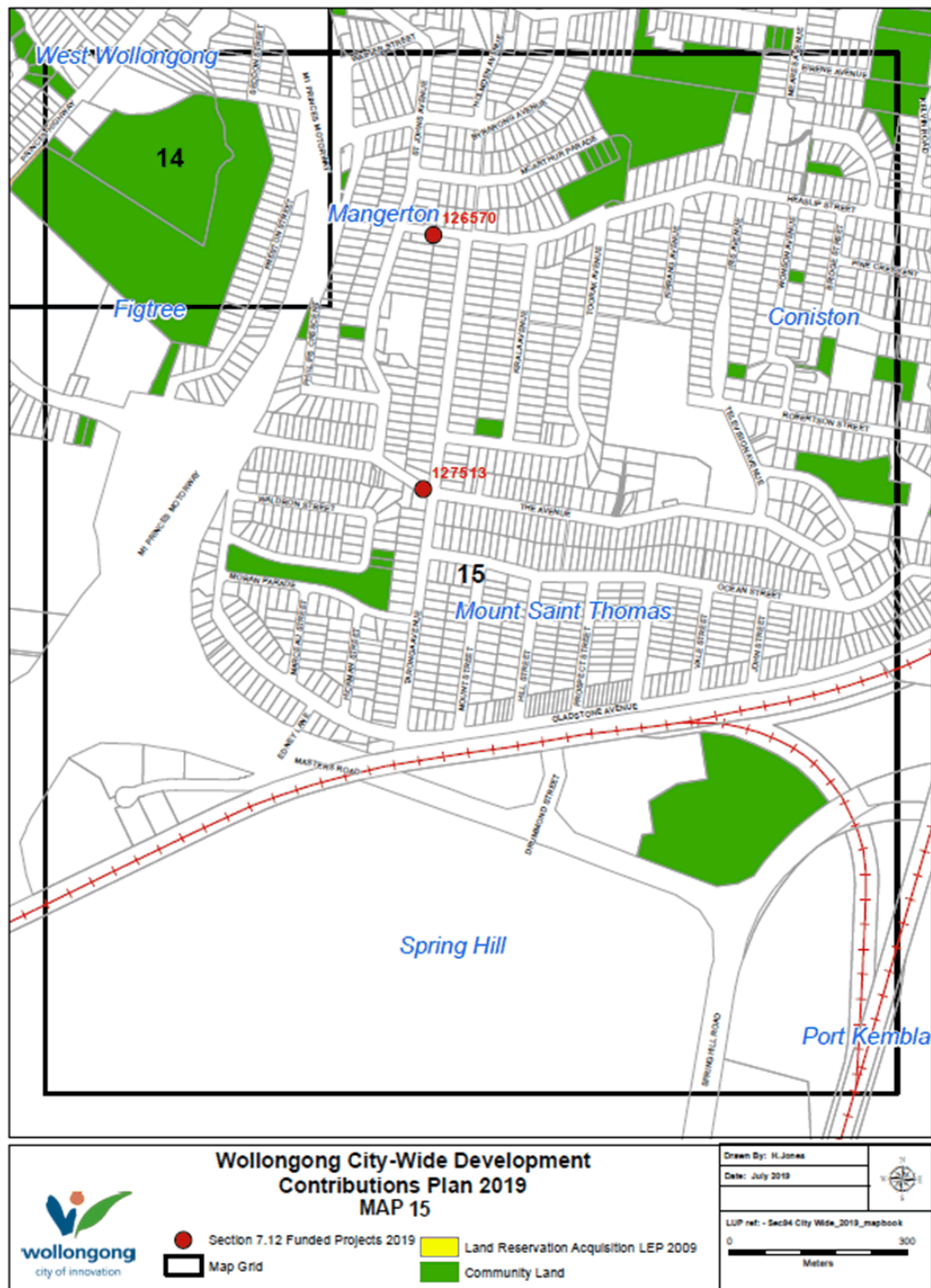




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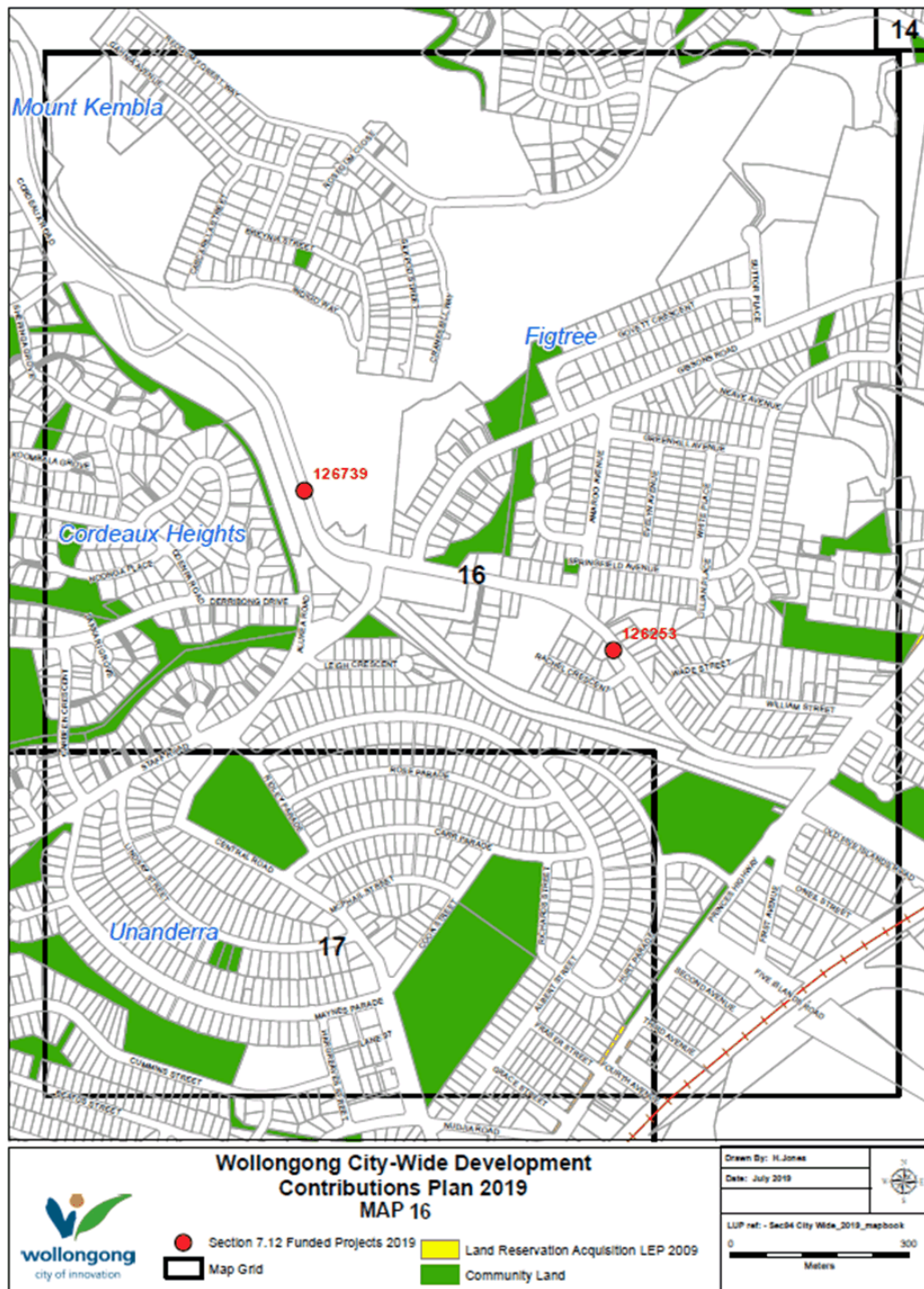


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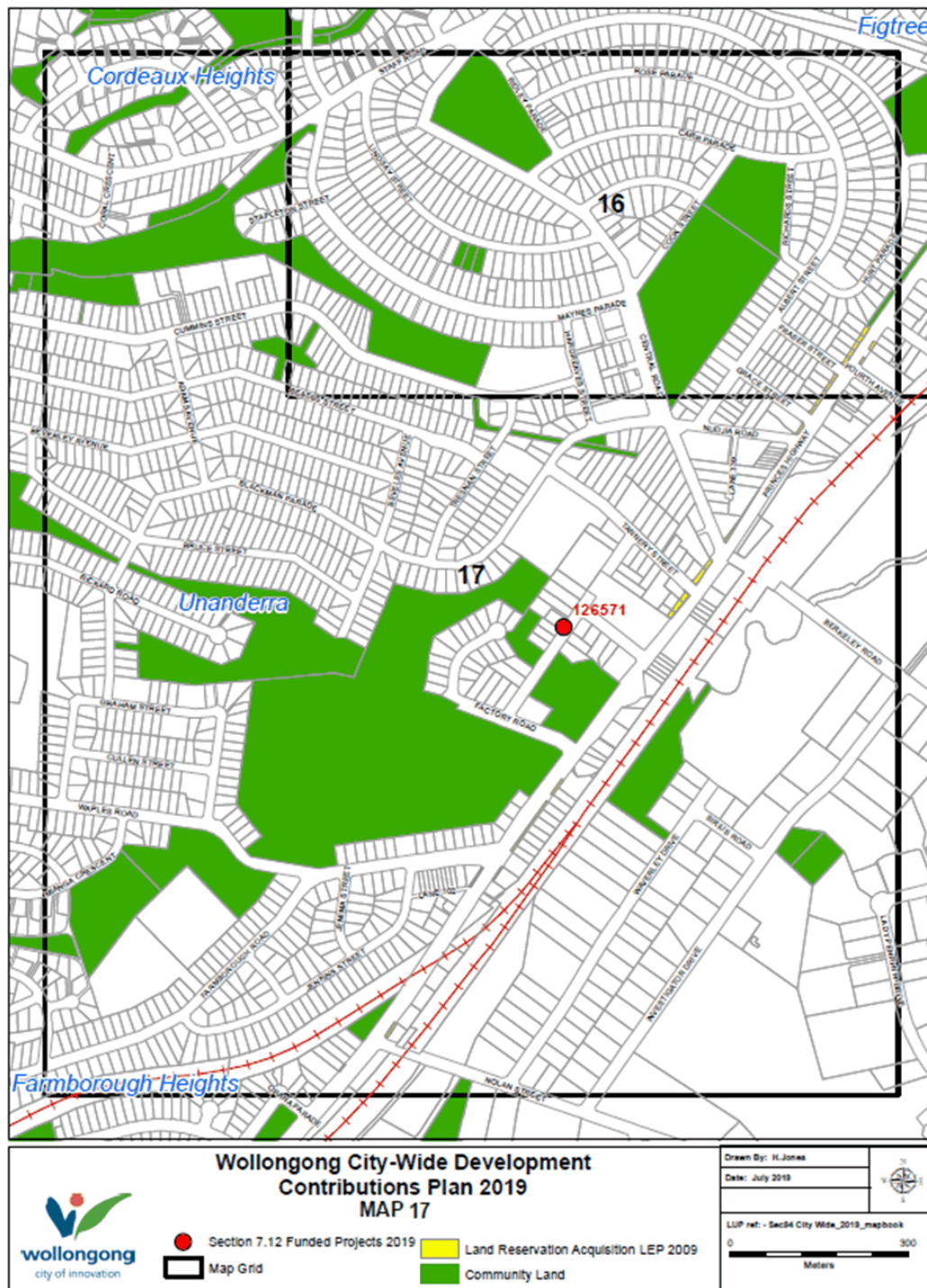


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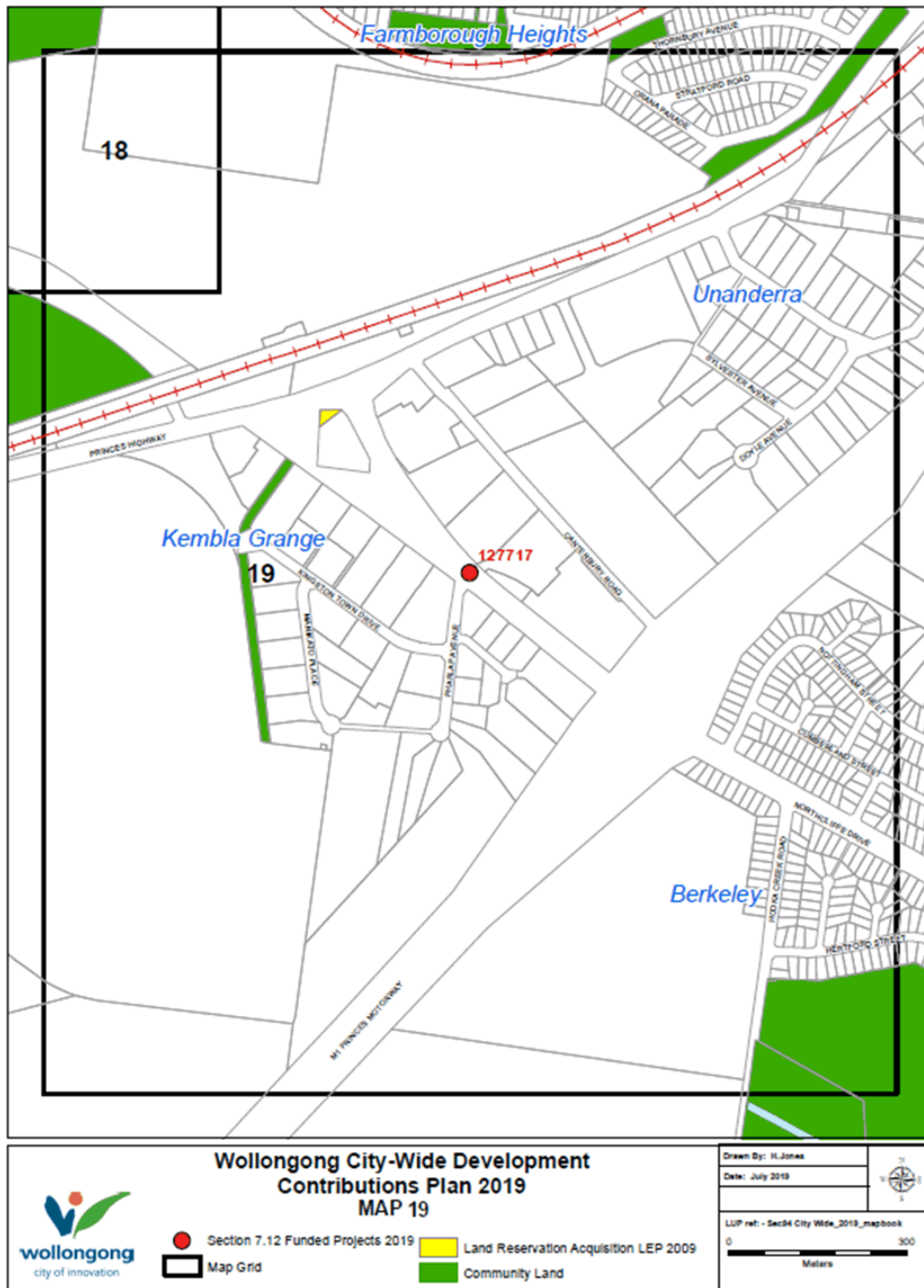
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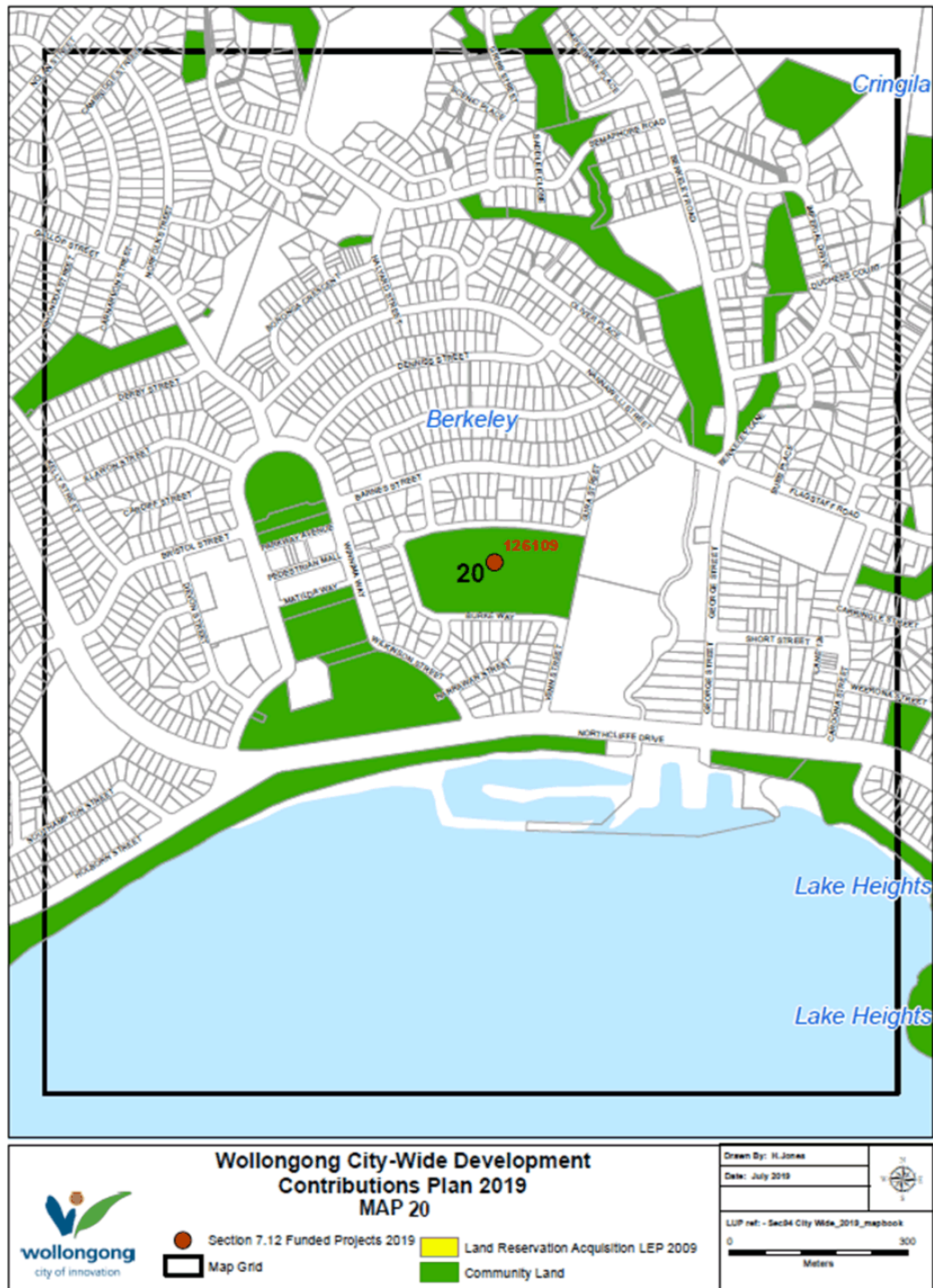


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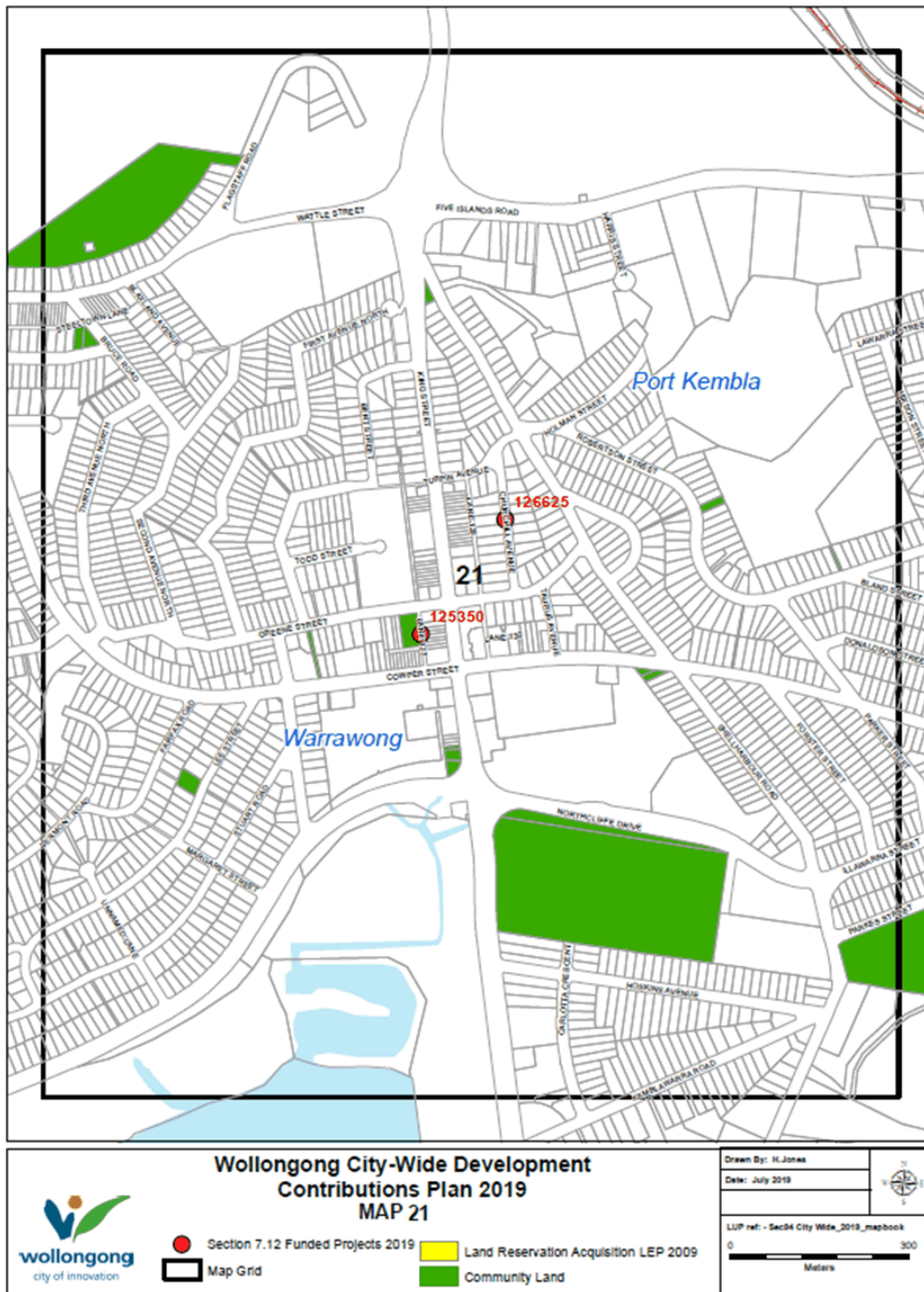




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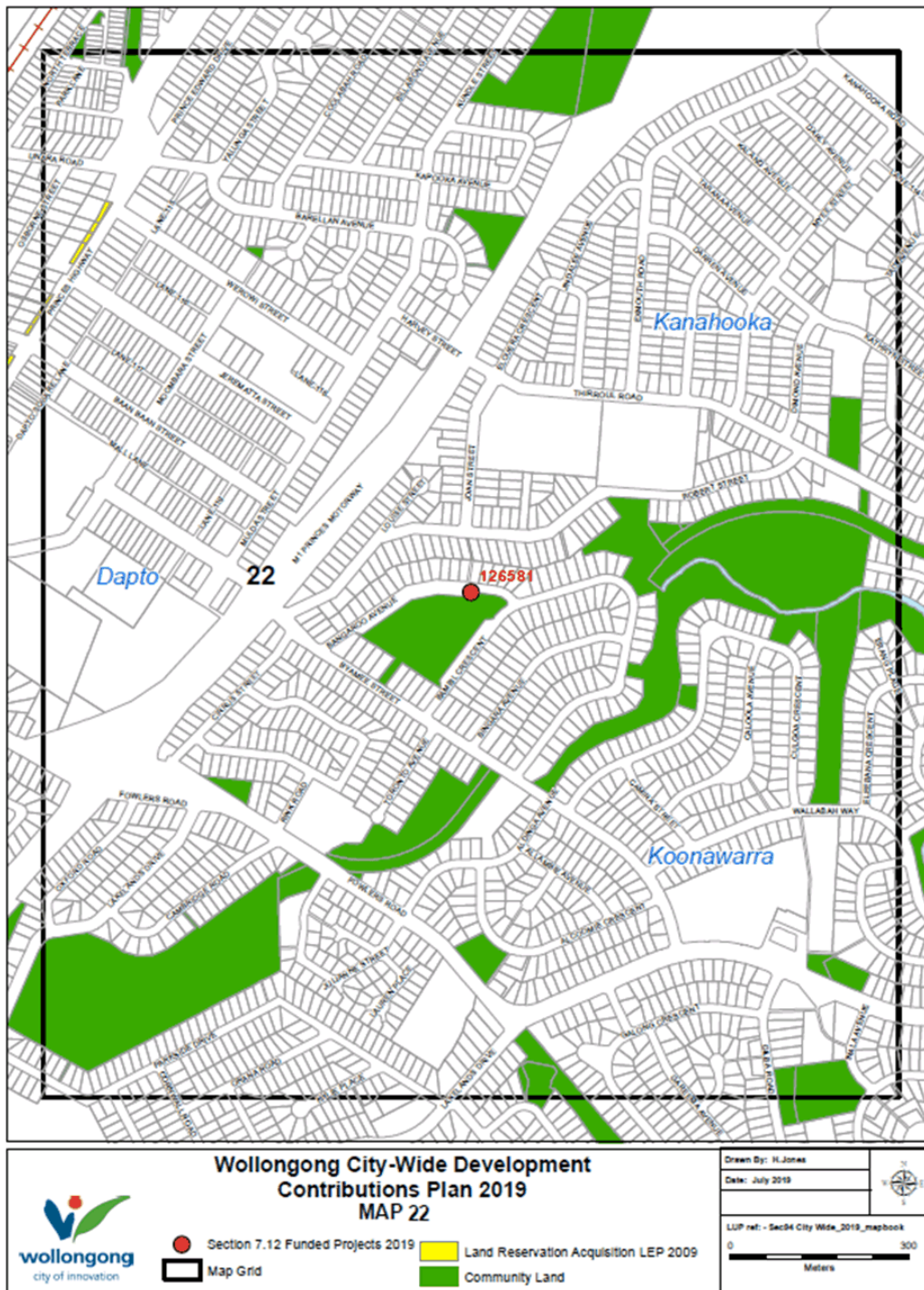


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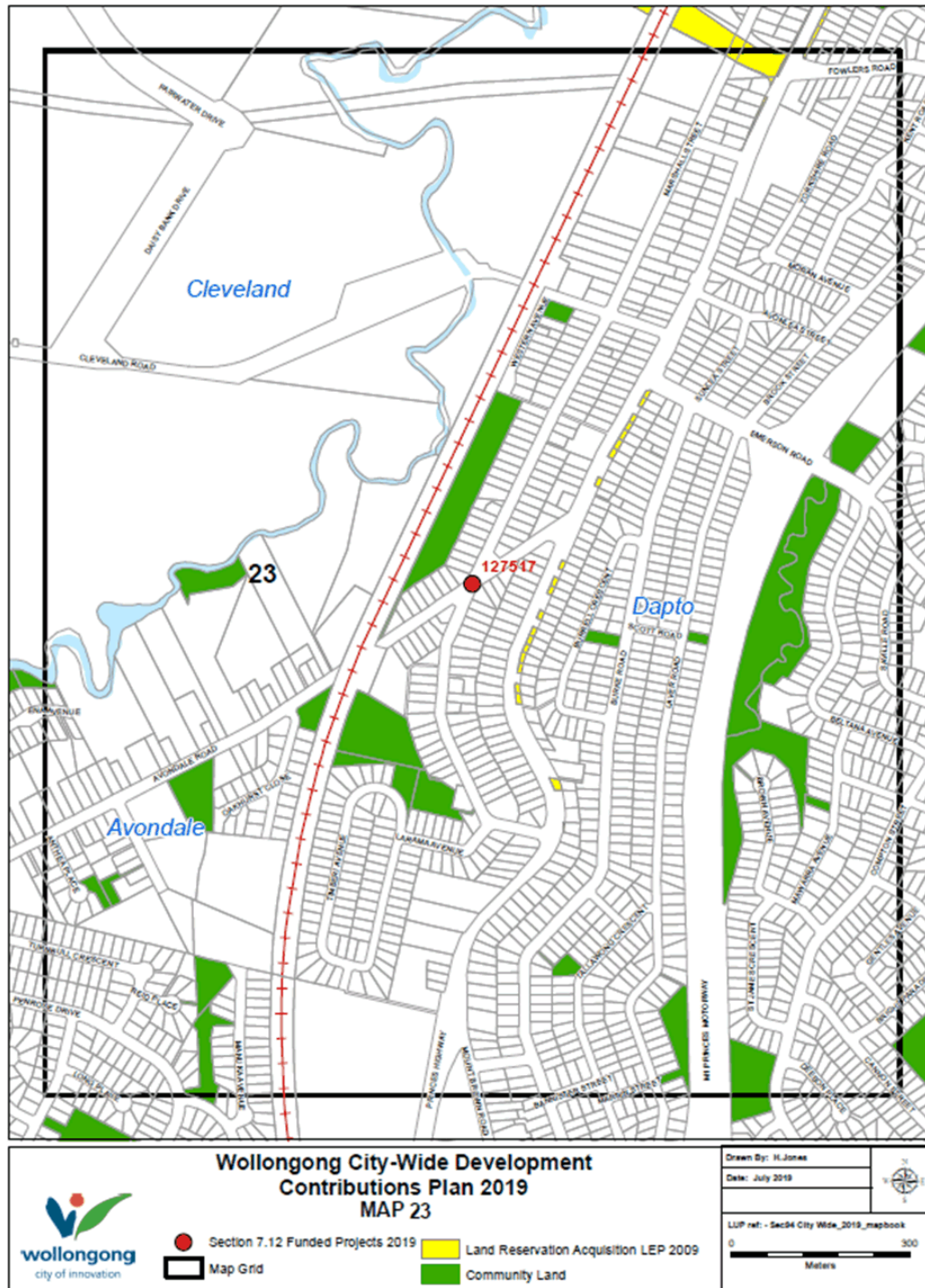


**Wollongong City-Wide Development Contributions Plan (2019)**





**Wollongong City-Wide Development Contributions Plan (2019)**



ITEM 3

COUNCILLOR ATTENDANCE AT THE LOCAL GOVERNMENT NSW (LGNSW) ANNUAL CONFERENCE - 14 TO 16 OCTOBER 2019

The Local Government NSW Conference is an annual event which provides opportunities for Councillors to network and participate in local government debate at a state level. This report seeks to authorise Councillors to attend the conference on 14 to 16 October 2019.

### RECOMMENDATION

The Lord Mayor, Deputy Lord Mayor and Councillors Figliomeni, Kershaw, King, Martin and Walters be authorised as the voting delegates to attend the Local Government NSW Annual Conference and associated functions at Warwick Farm from 14 to 16 October 2019.

### REPORT AUTHORISATIONS

Report of: Todd Hopwood, Manager Governance and Customer Service  
Authorised by: Renee Campbell, Director Corporate Services - Connected + Engaged City

### ATTACHMENTS

There are no attachments for this report.

### BACKGROUND

The Local Government NSW Annual Conference provides an opportunity for Councillors to meet, discuss and debate issues facing local government, and develop agreed positions which can inform the development of future NSW Local Government policies.

Wollongong City Council is entitled to send 7 voting delegates to the 2019 Conference. As per the policy on *Payment of Expenses and Provision of Facilities to Lord Mayor and Councillors*, two of these delegate positions are allocated to the Lord Mayor and Deputy Lord Mayor. Five other Councillors have indicated they would like to attend the 2019 Conference.

This year the delegates will be asked to vote on motions and in the election for the Officer Bearers and the Board of LGNSW.

All LGNSW members are able to submit motions for inclusion in the Conference business paper. The deadline for submitting motions is 16 September 2019. As in previous years, the Executive Officer to the Lord Mayor will liaise with Councillors on possible motions for submission.

### CONSULTATION AND COMMUNICATION

All Councillors were asked about their interest in attending the conference. Councillors Bradbery, David Brown, Figliomeni, Kershaw, King, Martin and Walters have confirmed they can attend.

Councillors Blakey, Tania Brown, Colacino, Cox, Dorahy and Rimmer are unable to attend.

### PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal "We are a connected and engaged community"

### FINANCIAL IMPLICATIONS

Council has a budget to enable Councillors to attend conferences and meet associated costs.

Under the Payment of Expenses and Provision of Facilities to Lord Mayor and Councillors, Council will cover the following costs for each Councillor at the 2019 Conference –

- Registration (including associated Conference Dinner): \$950.00.
- Accommodation for three nights: \$810.00.
- Incidental expenses incurred: approximately \$100.00 per day.
- Travel: cost of a Councillor travelling to Warwick Farm in their own vehicle is approximately \$125 (based on 160 kms at 78 cents per/km).

The total estimated cost for the Lord Mayor, Deputy Lord Mayor and five Councillors to attend the 2019 LGNSW Conference is \$13,895.

## CONCLUSION

The Local Government NSW Conference provides an opportunity for Councillors to network and participate in local government debate at a state level. Wollongong City Council is entitled to send 7 voting delegates to the 2019 Conference at Warwick Farm. This report seeks agreement for the Lord Mayor and Deputy Lord Mayor and five other Councillors to attend the Conference.



ITEM 4

LORD MAYOR TRAVEL TO HARROGATE, ENGLAND TO OBSERVE THE 2019 UCI ROAD WORLD CHAMPIONSHIP AND MEET WITH KEY LEADERS INVOLVED IN THE EVENT

RECOMMENDATION

- 1 Council approves the Lord Mayor's travel to Harrogate and Manchester, England, from 25 to 29 September 2019.
- 2 Council note that the purpose of this travel is for the Lord Mayor to –
  - a Observe the operation and management of the 2019 UCI Road World Championships and to meet with key leaders responsible for organising this event
  - b Meet with representatives involved in the Northern Powerhouse project regarding economic development opportunities between Wollongong and Northern England.
- 3 A Leave of Absence be granted for the Lord Mayor from 25 to 29 September 2019.

REPORT AUTHORISATIONS

Report of: Todd Hopwood, Manager Governance and Customer Service  
Authorised by: Renee Campbell, Director Corporate Services - Connected + Engaged City

ATTACHMENTS

There are no attachments for this report.

BACKGROUND

**UCI Road World Championships**

The UCI Road World Championships are the annual World Championships for bicycle road racing organised by the Union Cycliste Internationale (UCI). Cycling Australia has won the rights to host the 2022 UCI Road World Championships in Wollongong. The bid proposal for Wollongong was submitted by Cycling Australia with the support of the NSW Government and Wollongong City Council.

An estimated 300,000 spectators will be in Wollongong over the 8 day event, with over 500 accredited media and an international viewing audience of 200 million. The UCI Road World Championships is the most significant international event to be held in Wollongong. It presents a major opportunity to showcase the Region and create a positive, sustainable legacy from hosting the event.

The NSW Government has established a Local Organising Committee to oversee Wollongong 2022, including members with backgrounds in business, sports and media. A Legacy Sub-Committee has also been established with Council represented by the General Manager. This Group has commenced initial planning on potential legacy initiatives and projects to flow from Wollongong 2022.

The 2019 UCI Road World Championships will be held in North Yorkshire from 22 to 29 September 2019 with Harrogate as the host town. It is estimated that 1.2 million visitors will attend over the 8 days, providing significant economic benefit to the Region. The planning for Yorkshire 2019 has focussed on achieving sustained benefits for cycling and the broader community from hosting the Championships well beyond the immediate event. Generating an ongoing legacy is one of the most important issues and it will be vital for Wollongong to maximise the investment in the 2022 event.

The advice from Cycling Australia's General Manager is attendance of a Council representative at the 2019 event would be advantageous in terms of civic connections with host cities (Yorkshire 2019 and Aigle 2020) and the UCI, as well as the opportunity to observe the event, meet with stakeholders and report back to both the Council, Legacy Sub-Committee and Operations Working Party. At this stage,

Council officers are unable to attend providing the opportunity for the Lord Mayor to represent the City of Wollongong.

### **Strengthening Wollongong's relationship with Northern England**

Wollongong has an established connection with Northern England. In 2017 the Lord Mayor attended a market briefing in Manchester organised by Austrade for companies interested in business opportunities in Australia. Wollongong was used as a case study at the briefing and this provided a platform to present the 'Advantage Wollongong' story and to distribute 'Advantage Wollongong' promotional material.

Wollongong hosted the 'Wigan Warriors' Super League match in 2018, providing significant exposure for Wollongong particularly in Wigan and the Manchester area.

### **PROPOSAL**

It is proposed that the Lord Mayor travel in Harrogate to observe the operation and management of Yorkshire 2019.

The chair of the Wollongong 2022 Local Organising Committee and the General Manager of Cycling Australia will be in Harrogate to facilitate meetings with members of the Yorkshire 2019 board and local government representatives.

This will be an opportunity to understand the policy, planning and delivery of legacy initiatives in the North Yorkshire area. It will be particularly valuable to identify how the legacy planning for Yorkshire 2019 aims to -

- Increase opportunities for participation in cycling
- Develop initiatives which support active transport and bike riding
- Enhance large scale event management, including skills development and approval processes
- Ensure on-going tourism benefits arising from the increased profile of the Region
- Engage the community to maximise the benefits of the hosting the UCI Road Cycling Championships.

A delegation involved in the 2020 UCI Road World Championships to be held in Aigle, Switzerland will also give a presentation in Harrogate on the key issues for the 2020 event. This will provide insight on issues that should be considered in the 12 months prior to the running of the Championships.

It is proposed the Lord Mayor also meet with contacts in Northern England to identify economic development opportunities between our two Regions. The Lord Mayor intends to meet with representatives involved in the Northern Powerhouse project which aims to boost economic growth around Manchester, Liverpool, Leeds, Sheffield, Hull and Newcastle. The project involves improvement to transport links, investment in science and innovation, and devolution of powers in City Deals. This will be an opportunity, especially with Brexit fast approaching, for the Lord Mayor to promote the Advantage Wollongong Investor Prospectus.

### **CONSULTATION AND COMMUNICATION**

The General Manager of Cycling Australia has provided an indicative program for the Lord Mayor's proposed visit.

The Lord Mayor will report back to Councillors, the Legacy Sub-Committee and Operations Working Party on his findings and recommendations from observing the Championships and meeting with the key leaders.

### **FINANCIAL IMPLICATIONS**

The indicative cost for the proposed travel is \$10,125. This includes -

- Flights (premium economy): Up to \$7,000
- Accommodation: \$1,625 (\$325 per night)
- Incidentals (travel and meals): \$1,500 (\$250 per day).

## CONCLUSION

The proposed visit to Yorkshire 2019 will provide the Lord Mayor with valuable insights into hosting the UCI Road World Championships from a community, operational and legacy perspective. It is an opportunity to understand how local government authorities in Yorkshire have engaged the general community, business and the cycling community around the event. Observing the UCI Road World Championships and meeting with key leaders will provide advanced knowledge to assist Council in the preparation for Wollongong 2022.

Whilst in Northern England, the Lord Mayor will meet with representatives of the Northern Powerhouse project to promote economic development opportunities and build on relationships established in 2017.



ITEM 5

COUNCILLOR ATTENDANCE AT ARS ELECTRONICA FESTIVAL - LINZ, AUSTRIA 5-9 SEPTEMBER 2019 - COUNCILLOR ANN MARTIN

Ars Electronica is an annual Festival of Art, Science, Innovation and Technology held in Linz, Austria. Councillor Martin has requested to attend this Festival. This report seeks Council's approval for Councillor Ann Martin to attend and cover accommodation, ticket and other related expenses to attend the festival, excluding airfares.

## RECOMMENDATIONS

- 1 Approve the attendance of Councillor Ann Martin at the Ars Electronica Festival in Linz, Austria between 5-9 September 2019.
- 2 Meet reasonable expenses incurred by Councillor Martin for attendance at the festival including entry costs, six nights' accommodation, transfers and incidental expenses, excluding airfares.
- 3 Grant Councillor Ann Martin a leave of absence from 3 September to 13 September, 2019.

## REPORT AUTHORISATIONS

Report of: Todd Hopwood, Manager Governance and Customer Service

Authorised by: Renee Campbell, Director Corporate Services - Connected + Engaged City

## ATTACHMENTS

There are no attachments for this report.

## BACKGROUND

Councillor Martin has requested attendance at the Ars Electronica Festival in Linz, Austria. The *Councillors' Expenses and Facilities Policy* requires overseas travel expenses for councillors to be approved by Council. The policy also requires councillors to provide information on the objectives to be achieved, who is to take part in the travel, an itinerary and budget. Councillor Martin has provided this information which is summarised below.

The Ars Electronica Festival has announced that it will develop an annual event in Wollongong, called 3 Festival, which is supported by Wollongong City Council, the NSW Government and University of Wollongong. The event will run early 2020 in Wollongong.

It will feature exhibitions built from Australian and international talent and a selection of Ars Electronica content; as well as symposiums on arts, science, technology, society and entrepreneurship; plus, a contemporary music program which will explore experimentation in composition, instrumentation and cross-media integration.

Cr Martin has been a strong advocate for the arts and cultural development, public art, and the film and digital media sector in the Wollongong and Port Kembla areas.

Council officers will also be attending the Linz Festival, meeting with organisers and discussing the 2020 Program on behalf of Council in an official capacity.

## PROPOSAL

Councillor Martin has requested leave of absence from Council for the period 3 September to 13 September, 2019 and Council support towards the cost of attending the Festival in Linz. She has offered to pay her own airfares, but seeks Council's support towards accommodation costs, and the cost of attending the event itself over a period of five days. The Festival program includes conferences, panel discussions, workshops, exhibitions, performances and concerts.

Councillor Martin seeks the opportunity to attend the festival as an elected councillor and arts advocate. Councillor Martin has indicated her son will accompany her in this travel at own expense.

## PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal 3 “Wollongong is a creative vibrant city”. It specifically delivers on the following:

Community Strategic Plan	Delivery Program 2018-2021	Operational Plan 2019-20
Strategy	3 Year Action	Operational Plan Actions
3.1.1 Using community art and cultural development practices, our places and spaces reflect the creativity, history and identity of our people	3.1.1.4 Deliver sustainable and successful events and festivals thorough Council investment and delivery of the Major Events Strategy	Contribute to the delivery of the 3 Fest Arts, Science and Technology Festival in 2020

## FINANCIAL IMPLICATIONS

Estimated expenses for Cr Martin, excluding airfares are detailed below inclusive of GST and local taxes where applicable:

Accommodation (6 nights @ Euro 120 Per night)	\$1160.00
Festival entry (Euro 147)	\$250.00
Transfers	\$300.00
Other incidental expenses (approx. \$100/day)	\$600.00
<b>Total</b>	<b>\$2,310.00</b>

## CONCLUSION

The Ars Electronica Festival provides an opportunity to actively investigate the Ars Electronica format and content; and identify opportunities to incorporate into, and assist the staging of, the 3 Festival to be held in Wollongong in February / March 2020.

ITEM 6

LEAVE OF ABSENCE - COUNCILLOR FIGLIOMENI - 15 AUGUST TO 5 SEPTEMBER 2019

Councillor Figliomeni has requested leave of absence from 15 August 2019 to 5 September 2019 due to leave commitments.

RECOMMENDATION

Leave of absence be granted to Councillor Figliomeni for the period of 15 August to 5 September 2019 which includes two (2) Councillor Briefing Sessions on 19 and 26 August and a Council Meeting on 2 September 2019.

REPORT AUTHORISATIONS

Report of: Todd Hopwood, Manager Governance and Customer Service  
Authorised by: Renee Campbell, Director Corporate Services - Connected + Engaged City

ATTACHMENTS

There are no attachments for this report.



## ITEM 7 LEASE OF SANDON POINT SURF LIFE SAVING CLUB

Council has been working with each of the surf life saving clubs in the local government area to finalise all lease arrangements following the enactment of the Crown Land Management Act 2016 on 1 July 2018.

Sandon Point Surf Life Saving Club has occupied the current surf club building since it was constructed in 1966, but has never formally entered into a lease arrangement with Council.

This report recommends the proposed lease of the Sandon Point Surf Life Saving Club, Bulli. The club premises are situated on part Lot 103 DP 7813, Point Street, Bulli. The term of the proposed lease is 21 years.

### RECOMMENDATION

- 1 Council approve a 21 year Lease of premises known as Sandon Point Surf Life Saving Club building, part Lot 103 DP 7813, Point Street, Bulli to Sandon Point Surf Life Saving Club Inc (as shown in Attachments 1 and 2).
- 2 Council delegate to the General Manager the authority to finalise and execute the lease and any other documentation required to give effect to this resolution.
- 3 Council grant authority for the use of the Common Seal of Council on all documents relevant to this matter, should it be required to give effect to this resolution.

### REPORT AUTHORISATIONS

Report of: Lucielle Power, Manager Property + Recreation (Acting)

Authorised by: Kerry Hunt, Director Community Services - Creative and Innovative City

### ATTACHMENTS

- 1 Site Plan
- 2 Draft Lease Sandon Point Surf Life Saving Club

### BACKGROUND

Sandon Point Surf Life Saving Club (SLSC) was established in 1961. They have occupied the current surf club building since it was constructed on Community land in 1966. It is a family oriented surf club with membership from nippers through to masters. Members are encouraged to take part in activities ranging from surf patrolling through to competing and social activities developing skills in lifesaving, surf safety, surf sports, personal development and leadership.

Volunteer lifesavers from the surf club patrol Sandon Point Beach on Sundays and Public Holidays between mid-September and April. Patrols start at 10am and finish at 5pm during the season. Council Lifeguards patrol the beach on weekdays and Saturdays between April and September.

In 2012 consent DA-2008/906 approved alterations and additions to the surf club and use of the top floor as a place of public entertainment. In 2013 the major renovation was completed.

Following the enactment of the *Crown Land Management Act 2016* on 1 July 2018, Council is now formalising all lease arrangements with the various surf life saving clubs throughout the local government area, including Sandon Point SLSC.

In respect of the Sandon Point SLSC premises, Council will be responsible for any structural maintenance and will also be responsible for the building insurance of the surf club building and these costs are already built into forward budgets. The SLSC will be responsible for all outgoings and also for maintenance and renewal of the building (excluding the public toilets/shower amenities, Council Lifeguards Amenities Room and Observation Room) as outlined in the Leased Buildings Maintain and Replace Schedule in the draft Lease (Attachment 2). The club will also be responsible for obtaining and

holding \$20M Public Liability insurance, noting the interests of Wollongong City Council as an interested party.

## CONSULTATION AND COMMUNICATION

Consultation has been undertaken with -

- Sandon Point Surf Life Saving Club Inc
- Appropriate Council divisions.

In accordance with Section 47(a) of the Local Government Act, Council advertised for 28 days the proposed granting of the lease for a 21 year term to Sandon Point SLSC in the Council pages of the Wollongong Advertiser and also wrote to surrounding residents. Advertising closed on 16 October 2018 and no submissions or objections were received.

The surf club draft lease is based on the Crown Lands Surf Club Lease template with amendments by Council's Property Services Section with legal guidance from Council's Legal Services. It has been the subject of rigorous consultation with various external parties including Surf Life Saving NSW. The lease clearly identifies the potential commercial income Sandon Point Surf Life Saving Club Inc may generate. Council's Community and Sporting Groups Rental Policy requires that SLSC submit its annual report and financial statement to Council in each year to confirm eligibility to pay the minimum rental. Where an organisation has an ability to pay a market rental or fee, the fee payable shall be the market rate that would be determined by an independent valuer.

## PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal "We have a healthy community in a liveable city".

Council as Authority has adopted a site specific Plan of Management (POM) for this Community Land being part of Sandon Point and McCauley's Beach POM adopted on 23 February 2015. In accordance with Section 46(b) of the *Local Government Act 1993*, the granting of the lease to the surf club is in accordance with an express authorisation in the Plan of Management.

The premises are also adjacent to the Sandon Point Aboriginal Place as declared under the *National Parks and Wildlife Act 1974*. The operational access to the premises crosses through portions of the declared place boundary. Refer to Clause 6.4b of Schedule 2 Special Conditions which includes an acknowledgement by the Lessee that the land may include declared Aboriginal Places under the National Parks and Wildlife Act 1974, by which operational access to the premises may be impacted.

The lease does permit the club to sublease part of the premises for a commercial operation, but any sublease is subject to Council's consent and any proposed activity would have to follow Council's usual development application and consent process.

## FINANCIAL IMPLICATIONS

A rental of \$705 (GST inclusive) per annum applies as per Council's fees and charges for Community and Sporting Groups for the 2019-20 financial year and the surf club will also pay \$182 (GST inclusive) towards the cost of preparing the lease in accordance with Council policy.

## CONCLUSION

This lease will formalise the existing occupation of the building by Sandon Point Surf Life Saving Club Inc. It outlines the ongoing maintenance responsibilities and outgoings of both parties. It is recommended that Council endorse the lease for approval.







Form: 07L  
Release: 4.4

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any

<b>STAMP DUTY</b>	Office of State Revenue use only							
<b>(A) TORRENS TITLE</b>	Property leased  Part Lot 103 DP 7813, being the Sandon Point Surf Life Saving Club building B03770, Point Street, Bulli NSW 2516 (the "Premises").							
<b>(B) LODGED BY</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;">Document Collection Box</td> <td style="height: 60px; vertical-align: top;">Name, Address or DX, Telephone, and Customer Account Number if any</td> </tr> <tr> <td></td> <td style="vertical-align: top;">Reference: <input style="width: 80%;" type="text"/></td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		Reference: <input style="width: 80%;" type="text"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"><b>CODE</b></td> </tr> <tr> <td style="text-align: center; font-size: 2em; padding: 10px;">L</td> </tr> </table>	<b>CODE</b>	L
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any							
	Reference: <input style="width: 80%;" type="text"/>							
<b>CODE</b>								
L								
<b>(C) LESSOR</b>	Wollongong City Council							
	The lessor leases to the lessee the property referred to above.							
<b>(D)</b>	Encumbrances (if applicable): <input style="width: 80%;" type="text"/>							
<b>(E) LESSEE</b>	Sandon Point Surf Life Saving Club Incorporated ABN 82 856 599 137							
<b>(F)</b>	<b>TENANCY:</b>							
<b>(G)</b>	<ol style="list-style-type: none"> <li>1. <b>TERM</b> 21 years</li> <li>2. <b>COMMENCEMENT DATE</b> 1 August 2019</li> <li>3. <b>TERMINATING DATE</b> 31 July 2040</li> <li>4. With an <b>OPTION TO RENEW</b> for a period of N/A</li> <li>5. With an <b>OPTION TO PURCHASE</b> set out in clause N/A</li> <li>6. Together with and reserving the <b>RIGHTS</b> set out in N/A</li> <li>7. Incorporates the provisions or additional material set out in <b>ANNEXURE A</b> hereto.</li> <li>8. Incorporates the provisions set out in N/A No. N/A</li> <li>9. The <b>RENT</b> is set out in item 6 of Schedule 1</li> </ol>							

## DATE \_\_\_\_\_

### (H) Lessor execution clause

I certify that I am an eligible witness and that an authorised officer of the lessor signed this dealing in my presence.

[See note\* below].

Signature of witness: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

41 Burelli Street,  
Wollongong NSW 2500

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: \_\_\_\_\_

Authorised officer's name: \_\_\_\_\_

Authority of officer: \_\_\_\_\_

Signing on behalf of: \_\_\_\_\_

Greg Doyle

General Manager

Wollongong City Council  
pursuant to s.377 of the Local  
Government Act 1993 (NSW)

### Lessee execution clause

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the Association by the authorised person(s) whose signature(s) appear(s) below.

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Office held: \_\_\_\_\_

Pursuant to s.22(1) of the Associations Incorporations Act 2009 (NSW)

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Office held: \_\_\_\_\_

*Note: where applicable, the lessor must complete the statutory declaration below.*

### (I) STATUTORY DECLARATION\*

I \_\_\_\_\_

solemnly and sincerely declare that-

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_  
in the presence of \_\_\_\_\_ of \_\_\_\_\_,

☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor

☐ Other qualified witness [specify] \_\_\_\_\_,

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ [Omit ID No.]

Signature of witness: \_\_\_\_\_

Signature of applicant: \_\_\_\_\_

- ☐ As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certificated. If made in NSW, cross out the text which does not apply.

## ANNEXURE "A"

DATED:

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**THIS LEASE** is made on and commences on the Commencement Date.

**BETWEEN THE LESSOR** whose name, address and ABN appear in **Item 1 (Lessor)**

**AND THE LESSEE** whose name, address and ABN appear in **Item 2 (Lessee)**

## RECITALS

- A. The Lessor has agreed to lease the Land to the Lessee on the terms and conditions set out in this Lease.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

In this Lease:

**Approval** means authorisation, approval, consent, licence, permission and the like.

**Authority** includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it.

**Business Day** means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Sydney, New South Wales.

**Claim** includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action.

**Clause** means a clause of this Lease, and Sub-Clause has a similar meaning.

**Commencement Date** means the date set out in Item 4.

**Commercial Parameters** means whether the proposed operation:

- a. is a separate, standalone occupation of part of the Premises;
- b. is conducted by a for-profit entity which is completely legally separate from the Lessee; and
- c. limits, inhibits or restricts the access or enjoyment of the Premises by the public.

**Cost** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever.

**Council** means the council of an area, and includes an administrator.

**Default Rate** means the interest rate set by the Lessor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more.

**Fundraising** means a fundraising appeal as defined by section 5 of the Charitable Fundraising Act 1991, which is conducted in accordance with the requirements of that Act applicable to a fundraising appeal.

**Further Obligations** means any obligations of the Lessee set out in Schedule 2.

**Further Term** means the further term or terms, if any, as set out in Item 8.

**Gambling** has the same meaning as prescribed in the *Unlawful Gambling Act 1998* NSW and excludes Fundraising.

**Gear Room** means the gear room located in the south eastern side of the ground floor requiring shared access in accordance with clause 8 of Schedule 2 to this lease.

**GST** means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax.

**GST Act** means *A New System (Goods and Services Tax) Act 1999*.

**Hazardous Materials** includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property.

**Improvement** means any building, structure, fixture, fitting, plant, equipment, partition, sign or other material, or article or chattel, which is erected, installed or put in or on the Land.

**Insured Sum** means the amount set out in Item 10.

**Item** means the relevant item in Schedule 1.

**Land** means the land described in Item 3 and all rights, easements and appurtenances usually and normally enjoyed with that land and all Lessor's Improvements.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise.

**Lessee** means the Lessee named in this Lease and includes in the case of a:

- a. corporation the Lessee, its successors and permitted assigns
- b. natural person the Lessee, his executors, administrators and permitted assigns.

**Lessee's Employees** means each of the Lessee's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land.

**Lessee's Improvements** means any Improvements undertaken by the Lessee in accordance with this Lease but does not include those Improvements listed in Item 13.

**Lessor** means the Lessor named in this Lease and the person for the time being entitled to the Lease reversion when the Lease ends.

**Lessor's Agents** means the employees, contractors, agents and any other Person appointed from time to time by the Lessor as agent of the Lessor.

**Lessor's Council Lifeguard Operations** means the lifeguards employed by the Lessor to patrol beaches throughout the Patrol Season as determined by Wollongong City Council.

**Lessor's Improvements** means the Improvements listed in Item 13.

**Name and Notice Address** means the name and address in Item 9 as it may be changed from time to time.

**Notice** means any notice or other written communication.

**Observation Room** means the observation room located in the south eastern corner of the ground floor requiring shared access in accordance with clause 8 of Schedule 2 to this lease.

**Party** means a party to this Lease.

**Patrol Season** means beaches are patrolled from the start of the September school holidays until the end of the April school holidays each year. Council lifeguards patrol from Monday to Saturday, and volunteer lifesavers patrol on Sundays and public holidays.

**Permitted Use** means the permitted use of the Land set out in Item 7.

**Person** includes any corporation and vice versa.

**Premises** means the Land and the Lessee's Improvements.

**Proposed Work** means any renovation, demolition, construction of or to any Improvement on the Land and any activity which physically alters the structure of the Premises.

**Public Toilets and Showers** means the public toilets and showers located in the east side of the ground floor which is excluded from the Premises.

**Rates and Taxes** means all existing and future rates (including any special rates or levies) taxes (including land tax on a single holding basis), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or the Lessor or the Lessee or payable by the owner or occupier of the Land.

**Rent** means the amount of the annual Rent set out in Item 6.

**Requirement** includes any lawful Notice, order or direction received from or given by any Authority or under any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Lessee then the Lessee must be given a copy.

**Services** means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage.



**Amenities Room** means the Lessor's amenities room located adjacent to the Observation Room.

**Supply** means the supply of any good, service or thing by either Party under this Lease.

**Term** means the term of this Lease in Item 5 commencing from and including the Commencement Date.

**this Lease or the Lease** means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it.

## 1.2. Interpretation

- 1.2.1. The singular includes the plural and vice versa.
- 1.2.2. A gender includes the other gender.
- 1.2.3. An obligation imposed by this Lease on more than one Person binds them jointly and severally.
- 1.2.4. Every covenant by the Lessee includes a covenant by the Lessee to procure compliance with the covenant by each of the Lessee's Employees.
- 1.2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it.
- 1.2.6. This Lease must be interpreted so that it complies with all Laws applicable in New South Wales. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired.
- 1.2.7. Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation.
- 1.2.8. A reference to the Land, Premises or anything includes the whole and each part of it.
- 1.2.9. The Lessor and the Lessee agree that:
  - a. the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Lessor and the Lessee and all previous negotiations and agreements are negated;
  - b. no further terms are to be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or by or on behalf of the Lessee on or before or after the

- execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
- c. no information, representation or warranty by the Lessor or the Lessor's agents was supplied or made with the intention or knowledge that it would be relied on by the Lessee in entering into this Lease; and
  - d. no information, representation or warranty has been relied on by the Lessee in entering into this Lease.
- 1.2.10. Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease.
- 1.2.11. If a reference is made to any Person, body or Authority and that Person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist.
- 1.2.12. Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President.
- 1.2.13. A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form.
- 1.2.14. A reference to "corporation" and any other words or expressions used or defined in the Corporations Act 2001 (Cth), unless the context otherwise requires, has the same meaning that is given to them in the Corporations Act 2001 (Cth).
- 1.2.15. This Lease is governed by New South Wales law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside New South Wales including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- 1.2.16. If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on

which the entitlement arises for the purposes of this Lease shall be the next Business Day.

- 1.2.17. Each provision of this Lease continues to have full force and effect until it is satisfied or completed.
- 1.2.18. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 1.2.19. A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.
- 1.2.20. A reference to a Clause or Sub-Clause followed by a number refers to the relevant numbered Clause or Sub-Clause in this Lease.

## **2. EXCLUSION OF STATUTORY PROVISIONS**

### **2.1. Moratorium**

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

### **2.2. Exclusion of statutory provisions**

- 2.2.1. The covenants, powers and provisions implied in leases by virtue of sections 84, 84A, 132, 133, 133A and 133B of the Conveyancing Act 1919 do not apply or are not implied in this Lease and are expressly negated except in so far as the same or some part or parts of it are included in the covenants contained in this Lease. The use in this Lease of any words in any of the forms of words contained in the first column of Part II of the Fourth Schedule to the Conveyancing Act 1919 shall not imply any covenant under section 86 of that Act.
- 2.2.2. Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Lease.

## **3. LEASE OF LAND**

### **3.1. Lease of Land for Term**

The Lessor agrees to lease the Land to the Lessee for the Term.

### **3.2. Lessor's reservations**

The Lessor reserves the right for the Lessor and the Lessor's Agents to:

- a. enter the Land as expressly provided for in this Lease; and
- b. create any registered or unregistered easement or other right over the Land.



### **3.3. Lessor's exercise of rights**

In exercising its rights reserved under clause 3.2, the Lessor must use reasonable endeavours (including where possible providing reasonable notice to the Lessee of a proposed exercise of those rights) to minimise interference to the Lessee.

### **3.4. Ownership of Lessee's Improvements**

Despite anything else in this Lease and without affecting the Lessee's obligations under this Lease, all buildings and structures erected on the Land, including the Lessee's Improvements are and will remain the property of the Lessor.

## **4. RENT**

### **4.1. Lessee to pay Rent**

The Lessee covenants to pay the Rent:

- a. at the times and in the manner set out in Item 6 without demand by the Lessor;
- b. without any abatement, deduction or right of set-off; and
- c. to the Lessor at the address set out in Item 12 or to any other address or in any other way the Lessor directs the Lessee by Notice.

### **4.2. Apportionment of Rent**

If the Commencement Date is not the first day of a rent period, the first and last instalments of Rent will be apportioned on a pro-rata daily basis for the periods from:

- a. the Commencement Date to the first day of the next rent period;
- b. the first day of the last rent period of the Term until the date on which the Term expires.

## **5. RATES AND TAXES AND GST**

### **5.1. Lessee to pay Rates and Taxes**

If payable and subject to any exemption applied for and provided under **clause 5.5**, the Lessee must pay the Rates and Taxes to:

- a. the assessing Authority on time if assessed directly against the Lessee or the Land; but otherwise;
- b. the Lessor by the date which is 10 Business Days before the due date for payment if the Lessor must pay the Rates and Taxes and has given the Lessee a copy of the notice at least 10 Business Days before then.

### **5.2. Lessee to produce receipts**

If requested by the Lessor, the Lessee must produce receipts to the Lessor evidencing payment of the Rates and Taxes by the due date for payment if the Lessee is required to pay them to the assessing Authority.

### **5.3. Pro-rata apportionment**

- 5.3.1 If necessary, the Rates and Taxes will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

### **5.4. Goods and Services Tax**

- 5.4.1. If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- 5.4.2. To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- 5.4.3. A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

### **5.5 Exemption**

The Lessee may apply for exemption from payment of Rates and Taxes under any relevant policy of the assessing Authority.

## **6. COST OF SERVICES**

Unless otherwise agreed with the Lessor, the Lessee must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- a. by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise
- b. by reimbursing the Lessor by the date which is 5 Business Days before the due date for payment if the Lessor has given a copy of the Notice to the Lessee at least 10 Business Days before then.

## **7. COSTS**

### **7.1. Costs to be borne by each party**

Each party will bear their own reasonable legal and other Costs including the costs of valuers, quantity surveyors and other consultants engaged by a party of and incidental to:

- a. the negotiation, preparation and execution of this Lease;
- b. any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time.

## **7.2. Costs of Lessor to be borne by Lessee**

Without limiting any other provision of this Lease, and unless otherwise agreed in writing between the parties, the Lessee is to bear the Lessor's reasonable costs of and incidental to:

- a. the lease preparation fee in the sum of \$182.00 (GST inclusive);
- b. any Approval required under this Lease;
- c. any assignment or subletting for which the Lessor's Approval is required by this Lease; and
- d. any default by the Lessee or the Lessee's Employees in observing or performing any covenants contained or implied in this Lease.

## **8. INTEREST**

### **8.1. Payment**

The Lessee must pay to the Lessor on demand as a debt due interest at the Default Rate on any Rent or other moneys which the Lessee has not paid on and from the due date for payment.

### **8.2. Calculation**

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

### **8.3. No prejudice**

If the Lessor requires the Lessee to pay interest, it is without prejudice to any other rights, powers and remedies which the Lessor may have under this Lease or at law.

## **9. USE OF PREMISES**

### **9.1. Permitted Use and Negative Covenants**

The Lessee must not:

- a. use the Premises for any purpose other than the Permitted Use;
- b. except as provided for in clause 9.5, use or allow the Premises to be used for any commercial or profit-making purpose which is not Fundraising;
- c. do anything in or on the Premises which in the reasonable opinion of the Lessor causes or may cause nuisance, damage, disturbance or danger to the Lessor or members of the public using the Reservation referred to in Item 11 of Schedule 1;
- d. other than as necessary for the Permitted Use, use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written Approval of the Lessor which is not to be unreasonably withheld but may be given conditionally;



- e. other than as necessary for the Permitted Use, affix any television or radio mast or antennae, satellite dish or any other communication device to any part of the Premises except with the prior written Approval of the Lessor which is not to be unreasonably withheld but may be given conditionally;
- f. write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written Approval of the Lessor which is not to be unreasonably withheld but may be given conditionally. The Lessee acknowledges that it will be reasonable for the Lessor to withhold approval for any sign, advertisement, placard, name, flagpole, flag or notice that does not directly relate to the Permitted Use;
- g. overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Lessor to cause damage to any part of the Premises or the Services;
- h. except to the extent that they are necessary for the Permitted Use and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- i. install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- j. allow a person to reside on the Premises;
- k. use the Premises for an illegal purpose;
- l. burn any rubbish or waste on the Premises other than the burning of vegetation in accordance with all necessary permits;
- m. use the Premises in conjunction with a hotel liquor licence, general bar licence or small bar licence within the meaning of the *Liquor Act 2007*. Nothing in this Lease otherwise prevents the Lessee from selling or providing liquor (within the meaning of the *Liquor Act 2007*) in connections with the Permitted Use or Fundraising activities provided they have obtained a requisite licence from NSW Casino, Liquor and Gaming Control Authority;
- n. sell or allow food to be sold on the Premises without first obtaining a Food Registration Licence from Wollongong City Council;
- o. permit smoking in any part of the Premises; or
- p. use the Premises for any type of Gambling.

## 9.2. Lessee's positive covenants

The Lessee at its Cost must:

- a. at all times carry out the Permitted Use in a business-like and reputable manner;

- b. comply with the conditions of all development consents affecting the Premises, including DA-2008/906 and DA-2008/906/A;
- c. keep the Premises clean and not permit any accumulation of useless property or rubbish on them, and dispose of waste at the Lessee's cost at a waste disposal depot;
- d. keep the Premises free of pests, insects and vermin;
- e. provide the Lessor (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- f. keep the Premises locked and secure at all times it is not being used by the Lessee;
- g. obtain, maintain and comply with all Approvals from all Authorities which from time to time are necessary or appropriate for the Lessee's occupation and use of the Premises;
- h. maintain documented risk management identification and treatment programs for the Premises and the Services, which must be produced to the Lessor upon demand;
- i. arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- j. if a notifiable infectious illness occurs in the Premises, promptly give Notice to the Lessor and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Lessor and all relevant Authorities;
- k. permit the Lessor or the Lessor's servants or agents with or without vehicles and equipment, workmen or others at all times to enter the Land for fire protection and suppression purposes;
- l. keep the Premises locked and secure at all times it is not being used by the Lessee or the Lessor;
- m. make accessible at all time to the Lessor and the Lessor's employees or agents the Amenities Room and
- n. comply with the Further Obligations.

### **9.3. No warranty as to use**

- 9.3.1. The Lessor gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.
- 9.3.2. The Lessee has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

#### 9.4. Fundraising activities

The Lessee may conduct Fundraising activities as part of and relating to the Permitted Use.

#### 9.5. Commercial operation

##### 9.5.1. Where:

- a. the Lessor has provided prior written consent in the form of development consent to the use of the Premises for a profit making purpose which is not part of the Permitted Use or Fundraising (**Commercial Operation**); and
- b. the profit making purpose of the Commercial Operation falls within the Commercial Parameters;

the Lessor may require the Lessee to enter into a separate written agreement in respect to that Commercial Operation to allow that Commercial Operation to be validly undertaken from the Premises (**Commercial Agreement**).

9.5.2. The Parties agree that the Commercial Agreement must be negotiated in good faith and will provide that all revenue raised from the Commercial Operation must be used by the Lessee to fund its obligations under this Lease.

9.5.3. Despite anything else in this Lease, the Lessee must not use the Premises or any part of them for a Commercial Operation unless the parties have entered into a Commercial Agreement as contemplated in clause 9.5.1(a) above.

9.5.4. A proposed Commercial Operation must not:

- a. be the most substantial or significant use of the Premises;
- b. conflict with the Permitted Use or the Lessor's Council Lifeguard Operations; and/or
- c. materially adversely affect the carrying out of the Permitted Use on the remainder of the Premises by the Lessee.

9.5.5. If the parties enter into a Commercial Agreement, then the Lessee must, whenever reasonably requested by the Lessor, demonstrate to the Lessor's reasonable satisfaction that all revenue raised from the Commercial Operation is being used to fund the Lessee's obligations under this Lease. Without limiting the preceding sentence, the Lessor may audit the Lessee to ensure financial compliance in this regard and the Lessee must produce all relevant documents and items to enable the Lessor to do so.

9.5.6. Should the Lessee breach any of its obligations under this clause 9.5, the Lessor may terminate any Commercial Agreement or other agreement between the parties in respect to the Commercial Operations.



9.5.7. Nothing in this clause 9.5 affects the Lessee's obligation to comply with clause 17.1.

**9.6. Variation does not constitute a surrender of Lease**

If the parties agree to vary the terms of this Lease, the parties acknowledge and agree that any variation does not and will not constitute a surrender of the Lease nor a re-grant of a new lease.

**9.7. Cost incurred by Lessor**

Without limiting clause 10.2, unless otherwise agreed with the Lessor, the Lessee must pay to the Lessor on demand as a debt due the Cost incurred by the Lessor of doing any work or other thing to the Premises which may become necessary because of the non-compliance of the Lessee or of the Lessee's Employees with any Law or Requirement or any provision of this Lease.

**10. COMPLIANCE WITH LAWS AND REQUIREMENTS**

**10.1. Compliance with Laws**

10.1.1. The Lessee at its Cost must comply with all Laws and Requirements relating to the Land, the Premises, the Services, the Permitted Use, and the Lessee's occupation and use of the Premises. If the Lessee receives any Notice from an Authority, the Lessee must immediately provide a complete copy of it to the Lessor.

10.1.2. Before complying with any Law or Requirement, the Lessee must (if required by that Law or Requirement):

- a. obtain the written Approval of the Lessor which is not to be unreasonably withheld; and
- b. observe the provisions of this Lease.

**10.2. Lessor may comply with Laws if Lessee defaults**

If the Lessee fails to do so, the Lessor may comply with any Law or Requirement referred to in this clause 10 either in part or whole. If the Lessor does this:

- a. any Costs incurred by the Lessor must be paid or reimbursed to the Lessor by the Lessee as a debt due;
- b. it is without prejudice to any of the Lessor's other rights in respect of non-compliance by the Lessee with its obligations under this Lease.

**11. MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS**

**11.1. General repairing obligation**

11.1.1. The Lessee must at its Cost during the Term, and any holding over period, keep the Premises in good repair and condition and clean and tidy as if it were the fee simple owner of the Premises, and must bear all costs of

maintaining and repairing the interior of the Premises and the Services that are required to keep the Premises in good repair and condition.

11.1.2. Despite the requirements of clause 11.1.1, each Party is to assume the responsibility attributed to them under the *Maintenance Schedule* attached to this Lease at Schedule 3.

11.1.3. Despite the requirements of clause 11.1.2, the Lessee is required to reimburse the Lessor for the cost of 6 monthly fire inspection and test and the replacement of damaged or neglected fire safety equipment.

#### **11.2. Lessor's right of entry**

The Lessor or the Lessor's Agents may enter the Premises in the following circumstances:

- a. at reasonable times on giving to the Lessee 2 days prior notice:
  - i. to view the state of repair and condition of the Premises and Services;
  - ii. to determine compliance with this Lease by the Lessee; or
  - iii. in accordance with clause 11.4, to carry out works and repairs;
  - iv. for the purpose of complying with the terms of any present or future legislation affecting the Land and or Premises, or to comply with any notice served on the Lessor or Lessee by any competent Authority for which the Lessee is not responsible in terms of this Lease; and
- b. at any time and for any purpose without notice if the Lessor reasonably considers entry is required in the case of an emergency.

#### **11.3. Enforcement of repairing obligations**

11.3.1. The Lessor may serve on the Lessee a Notice:

- a. specifying any failure by the Lessee to carry out any repair, replacement or cleaning of the Premises or the Services which the Lessee is required to do under this Lease; and
- b. requiring the Lessee to carry out the repair, replacement or cleaning within a reasonable time specified in the Notice.

11.3.2. If the Lessee does not comply with the Notice, the Lessor may elect to carry out such repair, replacement or cleaning and any Costs incurred by the Lessor must be paid by the Lessee.

#### **11.4. Lessor may enter to repair**

11.4.1. The Lessor, the Lessor's Agents and others authorised by the Lessor may at all reasonable times after giving the Lessee reasonable written notice enter the Land and the Premises to carry out any works and repairs in the circumstances set out below.

11.4.2. The circumstances for entry are any one or more of the following:

- a. to carry out any repairs on or to the Premises or the Services, which relate to anything which the Lessor is obliged or entitled to do under this Lease;
- b. if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Lessor is required to do;
- c. if the Lessor elects to carry out any repair work which the Lessee is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done, any Costs incurred by the Lessor must be paid by the Lessee.

#### **11.5. Alterations to Premises**

- 11.5.1. Subject to this Lease, the Lessee must not and must not permit any other person to carry out any Proposed Work without the Lessor's prior written Approval which must not be unreasonably withheld or delayed.
- 11.5.2. In seeking the Lessor's Approval the Lessee must submit plans and specifications of the Proposed Work for the Approval of the Lessor and such other information relating to the Proposed Work as is reasonably required by the Lessor.
- 11.5.3. Any Approval given by the Lessor to the Lessee for the Proposed Work is subject to the Lessee satisfying conditions of the Approval and the following requirements:
  - a. any Proposed Work must be supervised by a Person approved by the Lessor;
  - b. any Proposed Work must be executed promptly and continuously in a proper and workmanlike manner, using the materials and by contractors or tradesmen approved by the Lessor, in accordance with all Laws and Requirements;
  - c. the Lessee must pay on demand all reasonable Costs incurred by the Lessor in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Lessor;
  - d. the Lessee must obtain and keep current and comply with all necessary Approvals from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Lessor produce for inspection by the Lessor copies of all such Approvals; and



- e. on completion of the Proposed Work the Lessee must immediately obtain and produce to the Lessor, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Lessor that the Proposed Work has been carried out in accordance with the plans and specifications approved by the Lessor.

#### **11.6. Notice to Lessor of damage, accident etc**

The Lessee must immediately give Notice to the Lessor of any of the following of which the Lessee has actual or constructive notice:

- a. damage however caused;
  - b. accident to or defects in the Premises or the Services; or
  - c. circumstances likely to cause any damage or injury occurring within the Premises;
  - d. fault in the Services; or
  - e. Notice from any Authority.
- 11.7. If, in the opinion of the Lessor, the Premises have reached the end of their useful life and is not worth the cost of repairing, the Lessee cannot require the Lessor to replace or repair the Premises.

#### **12. ASSIGNMENT AND SUBLETTING**

- 12.1. The Lessee may not sublet, assign this Lease or part with possession of the Premises or any part of them without the prior written consent of the Lessor. The Lessor will not unreasonably withhold its consent.
- 12.2. If the Lessee is a corporation, it will be treated as assigning this Lease, for the purposes of sub-clause 20.1, if the person or persons who beneficially own or control a majority of its voting shares at the commencement of this Lease cease to do so, except as a result of transmission on the death of a shareholder. This clause will not apply if the Lessee is a corporation, the voting shares of which are listed on a Stock Exchange in Australia.
- 12.3. The Lessee is to pay the Lessor's reasonable legal and other costs relating to considering and giving consent, including any costs which the landlord incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability of any proposed subtenant or assignee or the person to whom possession is to be transferred.
- 12.4. The Lessee may not mortgage or charge this Lease or any estate or interest in the leased Premises.

#### **12.5. Acceptance of Rent by Lessor**

The acceptance by the Lessor of any Rent or other payment from any Person other than the Lessee does not constitute an acknowledgment by the Lessor that it recognises that person as the authorised assignee or sub-lessee.

### **13. INSURANCE AND INDEMNITIES**

#### **13.1. Insurances to be taken out by Lessee**

The Lessee must effect and maintain at the Lessee's Cost:

- a. a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Lessee's liability under Clause 13.5. The policy must:
  - i. be for an amount of not less than the Insured Sum or such higher amount as the Lessor may reasonably require in respect of any single occurrence; and
  - ii. be on terms that the insurer waives all rights of subrogation against the Lessor;
- b. insurance for all Lessee's property and Lessee's Improvements;
- c. workers compensation insurance for an amount required to comply with Lessee's obligations under the Workers Compensation Act NSW as amended from time to time; and
- d. any other insurance reasonably required by the Lessor or as set out in Schedule 2.

#### **13.2. Lessee's insurance obligations**

The Lessee must:

- a. ensure that all policies of insurance effected by the Lessee under this clause 13 are taken out with:
  - i. an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia; and/or
  - ii. Lloyd's of London Syndicates; or
  - iii. as otherwise approved by the Lessor;
- b. on the Commencement Date and on request from the Lessor, produce to the Lessor a certificate of currency; and
- c. pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

### **13.3. Council's Power**

In the event that the Lessee does not effect and maintain the policies identified above, the Lessor may effect the policy and recover the premium from the Lessee as a charge under the Lease.

### **13.4. Lessor's insurance obligations**

The Lessor must effect and maintain at the Lessor's Cost building insurance for the Premises.

### **13.5. Non-vitiation of policies**

The Lessee must not do anything, in, to or on the Premises and must use its best endeavours not to allow anything to be done, which may vitiate or render void or voidable any Lessee's insurances or any condition of any insurance taken out by the Lessor of which the Lessee has been made aware in respect of the Premises or any property in or on it.

### **13.6. Exclusion of Lessor's liability**

13.6.1. The Lessee acknowledges that all property (excluding the Lessor's property in the Amenities Room) which may be in or on the Premises will be at the sole risk of the Lessee and the Lessor will not be liable for any Claim that the Lessee or the Lessee's Employees or any Person claiming by, through or under the Lessee may incur or make or any which arises from:

- a. any fault in the construction or state of repair of the Premises or any part of it; or
- b. the collapse of the Premises irrespective of the cause; or
- c. any defect in any Services; or
- d. the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.

13.6.2. The Lessee agrees that the Lessor will not be responsible for and releases the Lessor, and the Lessor's Agents from liability in respect of any:

- a. Claim relating to any property of the Lessee or any other Person in or on the Premises or any part of it however occurring; or
- b. death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.



### 13.7. Indemnities

Despite:

- a. any Claims having resulted from anything which the Lessee may be authorised or obliged to do under this Lease; and/or
- b. at any time any waiver or other indulgence having been given to the Lessee in respect of any obligation of the Lessee under this clause 13,

the Lessee will indemnify and keep indemnified the Lessor and the Lessor's Agents from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- i. any breach of this Lease by the Lessee;
- ii. any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Lessee or the Lessee's Employees under this Lease or by the use of the Premises by the Lessee or by the Lessee's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- iii. the negligent or careless use or neglect of the Services and facilities of the Premises by the Lessee or the Lessee's Employees or any other Person claiming through or under the Lessee or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Lessee;
- iv. overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees or other Person claiming through or under the Lessee;
- v. failure of the Lessee to give Notice to the Lessor of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Lessee becoming aware of it; and
- vi. damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Lessee or the Lessee's Employees.

## 14. DAMAGE AND DESTRUCTION

### 14.1. Lessee to reinstate Premises

If the Premises or any part of them are at any time suffer minor damage then the Lessee must expeditiously re-instate the Premises and make them fit for the occupation and use by the Lessee as if it was Proposed Work, other than where the damage or destruction is a direct result of a party other than the Lessee or an action or

failure to act by the Lessor. For the purposes of this clause, "minor damage" means damage that is less than \$20,000.00 to repair, or such amount the Lessor advises is the excess payable from time to time under its applicable building insurance for any one event.

**14.2. Obligation to reinstate is absolute**

Subject to Clause 14.1 above, the Lessee's obligation to reinstate the Premises applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance required or effected for the Premises not taken out or is avoided or payment refused or reduced.

**14.3. Rent and Rates and Taxes**

Unless otherwise agreed between the parties in writing the Lessee must continue to pay the Rent and the Rates and Taxes even if the Premises are destroyed or damaged.

**15. LESSOR'S COVENANT**

If the Lessee pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Lessee may occupy and enjoy the Land during the Term without any interruption by the Lessor or by any Person claiming through the Lessor except as provided in this Lease.

**16. TERMINATION AND DEFAULT**

**16.1. Termination under Crown Lands Management Act (NSW)**

Not Applicable

**16.2. Events of default**

The following are events of default:

- a. if the Rent or any other money payable under this Lease is not paid within 30 days of the due date for payment whether legally demanded or not;
- b. if the Lessee at any time fails to perform or observe any of its obligations under this Lease;
- c. if the Lessee is a company and the Lessee:
  - i. enters into any compromise or arrangement with any of its creditors or if an application is made to any court for an order summoning a meeting of creditors;
  - ii. has a receiver or receiver and manager or administrator or controller appointed of any of its assets;
  - iii. is wound up or dissolved or notice is given of intention to propose a resolution for winding up or an order is made or resolution passed or an application is made for winding up or dissolution;

- iv. has a resolution passed by the directors that in their opinion the company can no longer continue its business;
- v. calls a meeting of its creditors under the *Corporations Act 2001*;
- vi. is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management;
- vii. has an inspector appointed under the *Australian Securities and Investments Commission Act 1989*;
- viii. is unable to pay its debts as and when they fall due;
- ix. makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
- x. has a provisional liquidator or a liquidator by any means appointed;
- d. if any execution exceeding ten thousand dollars is issued, levied or enforced against the Lessee or on any of the assets of the Lessee unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement; and
- e. if the Lessee is a natural person and becomes or is made bankrupt or makes any assignment of his estate or any part of it for the benefit of creditors or otherwise seeks relief under or takes advantage of any Law for the time being in force relating to bankruptcy or insolvent debtors or causes or permits his goods to be levied on or under any execution or other legal process.

#### **16.3. Forfeiture of Lease**

If an Event of Default occurs the Lessor may, without prejudice to any other Claim which the Lessor has or may have against the Lessee or any other Person at any time re-enter into and upon the Land and Premises or any part of it in the name of the whole and thereupon this Lease will be absolutely determined.

#### **16.4. Lessor may rectify**

If the Lessee is in default under this Lease and fails to commence to rectify that default within 7 days of the Lessor notifying the Lessee in writing of that default and requiring its rectification or, having commenced, fails to expeditiously complete that rectification within a reasonable time, the Lessor may, but will not be obliged to, remedy at any time without further notice any default by the Lessee under this Lease. If the Lessor so elects all reasonable Costs incurred by the Lessor (including legal costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Lessee to the Lessor on demand.



#### **16.5. Waiver**

- 16.5.1. The Lessor's failure to take advantage of any default or breach of covenant by the Lessee will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.
- 16.5.2. A waiver by the Lessor of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default.
- 16.5.3. The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

#### **16.6. Tender after determination**

If the Lessor accepts money from the Lessee after the Lessor ends this Lease the Lessor may (in the absence of any express election of the Lessor) apply it:

- a. firstly, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- b. secondly, on account of the Lessor's Costs of re-entry.

#### **16.7. Essential terms**

The Lessor and the Lessee agree that each of the following covenants by the Lessee are essential terms of this Lease:

- a. pay the Rent;
- b. keep the Premises open for use;
- c. carry on the Permitted Use;
- d. comply with Laws and Requirements;
- e. repair and maintain and, if necessary, reinstate or demolish the Lessee's Improvements;
- f. subject to clause 12.1, not assign this Lease or sub-let the Land or Premises or any part of it;
- g. take out and keep current those insurances required to be taken out by the Lessee;
- h. pay or reimburse Rates and Taxes; and
- i. remove the Lessee's Improvements at the end of this Lease unless the Lessor specifically requires otherwise by notice in writing to the Lessee.

#### **16.8. Damages for breach**

The Lessee covenants to compensate the Lessor for any breach of this Lease and the Lessor may recover damages from the Lessee for any breach. The Lessor's entitlement under this Clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including the right to terminate this Lease).

#### **16.9. Repudiation by Lessee**

Without limiting clause 16.8 or any other provision of this Lease, the Lessee covenants to compensate the Lessor for any loss or damage suffered by the Lessor by reason of the Lessee's conduct (whether acts or omissions) constituting a repudiation of this Lease or of the Lessee's obligations under this Lease.

#### **16.10. Acts by the Lessor not to constitute forfeiture**

The Lessor's entitlement to recover damages shall not be affected or limited if any of the following events occur:

- a. the Lessee abandons or vacates the Land and or Premises;
- b. the Lessor elects to re-enter the Land and or Premises, or to terminate the Lease;
- c. the Lessor accepts the Lessee's repudiation; or
- d. the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

#### **16.11. Mitigation**

Nothing in this Clause will operate to relieve the Lessor of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Lessor.

### **17. DETERMINATION OF TERM**

#### **17.1. Lessee to yield up**

17.1.1. When this Lease ends, the Lessee, at its Cost, must:

- a. unless otherwise required by the Lessor, remove the Lessee's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Lessor; and
- b. remove all loose items from the Premises.

17.1.2. If the Lessor does not require the Lessee to remove the Lessee's Improvements or particular improvements specified by the Lessor, those improvements will revert to and become the absolute property of the Lessor (except for the Lessee's trade fixtures, fittings and chattels) without any payment or compensation.

#### **17.2. Lessee not to cause damage**

- 17.2.1. The Lessee must not cause or contribute to any damage to the Land or Premises in the demolition and removal of the Lessee's Improvements.
- 17.2.2. If the Lessee causes any such damage in the demolition and removal of the Lessee's Improvements, the Lessee must make good any such damage and must leave the Land and Premises in a condition that is acceptable to the Lessor and all Authorities.
- 17.2.3. If the Lessee fails to do so within a reasonable time, the Lessor may make good any such damage at the Cost of and as agent for the Lessee and recover from the Lessee the reasonable cost to the Lessor of doing so as a debt due payable on demand.

**17.3. Failure by Lessee to remove the Lessee's Improvements**

If the Lessee fails to remove the Lessee's Improvements and loose items in accordance with this clause 17 or if the Lessor re-enters the Land and or Premises, the Lessor at the Lessor's option (without prejudice to any action or other remedy which the Lessor has) may do any one or more of the following:

- a. demolish and remove the Lessee's Improvements and remove the Lessee's loose items;
- b. without being guilty of any manner of trespass, cause any of the Lessee's property to be removed and stored in such manner as is reasonable at the risk and at the Cost of Lessee and/or at the option of the Lessor sell it as the attorney of the Lessee and appropriate the proceeds of sale in payment of any Rent or other money owing by the Lessee to the Lessor and pay any residue without interest to the Lessee;
- c. treat the Lessee's property as if the Lessee had abandoned its interest in it and it had become the property of the Lessor, and deal with it in such manner as the Lessor thinks fit without being liable in any way to account to the Lessee for them;
- d. recover its costs from the Lessee on demand as a debt due.

**17.4. Lessee to indemnify and pay Lessor's Costs**

Without limiting clause 13.5, the Lessee must indemnify and keep indemnified the Lessor in respect of any reasonable Costs incurred by the Lessor under clause 17.3 and also in respect of all Claims which the Lessor may suffer or incur at the suit of any Person (other than the Lessee) claiming an interest in the Premises or the Lessee's property by reason of the Lessor acting in any manner permitted in this clause 17.



#### **17.5. Earlier breaches**

The ending of this Lease does not prejudice or affect any rights or remedies of the Lessor against the Lessee in respect of any earlier breach by the Lessee of any Lease covenants and conditions.

#### **18. MISCELLANEOUS**

##### **18.1. Notices**

- 18.1.1. Any Notice served or given by either Party under this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- 18.1.2. Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- 18.1.3. Any Notice required to be served or which the Lessor may elect to serve on the Lessee shall be sufficiently served if:
- a. served personally;
  - b. sent by facsimile transmission; or
  - c. forwarded by prepaid security post to the Lessee at its address in this Lease.
- 18.1.4. Any Notice required to be served on the Lessor shall be sufficiently served if:
- a. served personally;
  - b. sent by facsimile transmission; or
  - c. forwarded by prepaid security post addressed to the Lessor to the Name and Notice Address.

All such Notices must be addressed to the Lessor at that address or at such other address as the Lessor from time to time nominates.

- 18.1.5. Any Notice is deemed to have been duly served if given:
- a. by post, two Business Days after the day it was posted;
  - b. by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00 p.m. at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
  - c. personally, on the date of service.

### **18.2. Overholding**

If the Lessee continues in occupation of the Land after the Term has expired without objection by the Lessor:

- a. the Lessee will be deemed a Lessee on the terms of this Lease from month to month for a period not exceeding 12 calendar months, at a rent to be agreed and failing agreement at a rent to be determined by a qualified valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties;
- b. either Party may end the Lease by giving to the other Party at any time one month's Notice.

### **18.3. Set-Off**

If the Lessee defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Lessor or any Authority, the Lessor may set-off that amount against any moneys which may from time to time be payable by the Lessor to the Lessee on any account whatsoever but any set-off will not relieve the Lessee from its default for any non-payment of the Rent, the Rates and Taxes or other moneys under this Lease.

### **18.4. Easements**

18.4.1. The Lessor may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Lessor thinks fit for the purpose of:

- a. public or private access to the Land;
- b. support structures erected on adjoining land; or
- c. the provision of Services.

18.4.2. The Lessor must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Lessee under this Lease.

### **18.5. Waiver**

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

## **19. FURTHER TERM**

Not used.

## **20. EARLY TERMINATION RIGHT**

- 20.1. Despite anything else in this Lease, if the Lessor after consultation with the Lessee reasonably and in good faith considers the location of the Premises represents a danger to persons or property, then the Lessor may by written notice to the Lessee terminate this Lease on a date specified in the notice, which date must not be less than 6 months after the date of the notice.
- 20.2. No compensation is payable from the Lessor to the Lessee as the result of termination of this Lease under Clause 20.1.
- 20.3. For the avoidance of doubt:
- a. if the Lessor issues a notice in compliance with Clause 20.1, this Lease terminates on the date specified in the notice; and
  - b. the issue of the notice and the termination of this Lease under Clause 20.1 does not affect any of the rights or obligations of the parties under this Lease that arise prior to the termination.

## **21. SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 form part of this Lease and are additional to and override the other provisions of this Lease if they are inconsistent with the other provisions of this Lease.



## SCHEDULE 1

ITEM 1	LESSOR:	Wollongong City Council 41 Burelli Street WOLLONGONG NSW 2500 ABN 63 139 525 939
ITEM 2	LESSEE:	Sandon Point Surf Life Saving Club Inc. PO Box 282 WOONONA NSW 2517 ABN 82 856 599 137
ITEM 3	LAND:	Part Lot 103 DP 7813, being the Sandon Point Surf Life Saving Club building, excluding the Public Toilets and Showers located within that building, Point Street, Bulli
ITEM 4	COMMENCEMENT DATE:	1 August 2019
ITEM 5	TERM:	21 years
ITEM 6	RENT:	\$705.00 per annum including GST payable annually in advance and varied annually according to Council's Community & Sporting Group annual rental.
ITEM 7	PERMITTED USE:	Surf Life Saving Club and associated activities including Fundraising and any Commercial Operations that are the subject of a written agreement as contemplated by clause 9.5(a).
ITEM 8	FURTHER TERM:	Not Applicable
ITEM 9	NAME AND ADDRESS:	<p><b>NOTICE Lessor:</b></p> <p>Manager Property Services Wollongong City Council 41 Burelli Street WOLLONGONG NSW 2500 <a href="mailto:council@wollongong.nsw.gpv.au">council@wollongong.nsw.gpv.au</a></p> <p><b>Lessee:</b></p> <p>The President Sandon Point Surf Life Saving Club PO Box 282 WOONONA NSW 2517 <a href="mailto:ken52@skymesh.com.au">ken52@skymesh.com.au</a></p>
ITEM 10	INSURED SUM & INSURANCES:	<p>Public Liability Insurance</p> <p>\$20 million</p>

ITEM 11	RESERVATION/ DEDICATION:	Not Applicable
ITEM 12	PAYMENT ADDRESS:	41 Burelli Street WOLLONGONG NSW 2500
ITEM 13	LESSOR'S IMPROVEMENTS:	Nil
ITEM 14	EXCLUDED IMPROVEMENTS	LESSEE'S Not Applicable

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## **SCHEDULE 2**

### **Special Conditions**

#### **1. BENEFIT OF LESSEE'S COVENANTS**

In the event of a person other than the Lessor becoming entitled to receive the rents hereby reserved either by operation of law or otherwise such person shall have the benefit of all covenants and agreements on the part of the Lessee hereunder and the Lessee at the cost of the Lessor shall enter into such covenants with such other person in this regard as the Lessor may reasonably require.

#### **2. MANAGING AGENT**

The Lessor may from time to time appoint a Managing Agent to manage the Building and/or Premises and any Managing Agent so appointed shall represent the Lessor in all matters relating to this Lease except insofar as the Lessor shall otherwise in writing direct and provided always that any communication from the Lessor shall to the extent of any inconsistency supersede any communication from the Managing Agent.

#### **3. POWER OF ATTORNEY**

The Lessee hereby irrevocably makes, nominates, constitutes and appoints the Lessor and its nominee or nominees and their substitute or substitutes jointly and severally to be the true and lawful Attorney or Attorneys of the Lessee to act any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (a sufficient proof whereof shall be the statutory declaration of any officer of the Lessor duly authorised by the Lessor in that behalf) to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered for this purpose to use the name of the Lessee and generally to do, execute and perform any act, matter or thing relative to the Premises as fully and effectually as the Lessee could do in and about the Premises AND the Lessee hereby covenants to ratify and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in or about the Premises.

#### **4. EQUIPMENT FAILURE**

##### **Non Liability for Failure of Equipment**

- 4.1 The Lessee agrees that the Lessor shall not be responsible for and shall incur no liability in respect of any failure of any of the equipment or machinery for the time being in the Building (including without limiting the generality thereof any air-conditioning system, ventilation system) or for the ineffectual operation thereof or for any of that equipment or machinery not working for any reason (other than due to a direct failure of the Lessor) or for any damage or loss occasioned or arising in consequence thereof



to the Lessee or to any person claiming by through or under the Lessee. The Lessor is under no obligation to have operating or to repair or maintain any of such equipment or machinery. The Lessee shall indemnify and keep indemnified the Lessor from and against all actions, claims, costs, damages, decrees, demands, expenses, judgments, losses, orders, proceedings, summons, suits and writs of any nature whatsoever arising out of or in consequence of any of the matters aforesaid.

- 4.2 The liability and obligations imposed by Clause 4.1 above does not extend to inherent structural defects within the Premises known or that ought to have been reasonably known by the Lessor.

## 5. PRINCIPAL CONTRACTOR OBLIGATIONS

### 5.1. Definitions

For the purposes of this clause:

**Lessee's Contractor** means any contractor engaged by the Lessee to undertake the work.

**WHS Principal Contractor** means the person deemed to be the principal contractor in accordance with clause 293 of the WHS Regulation.

**WHS Regulation** means the Work Health and Safety Regulation 2011 (NSW) and includes amendments, re-enactments and replacements of it.

**Work** means any construction work to which Chapter 6 of the WHS regulation applies and which is commissioned by or on behalf of the Lessee, and for the avoidance of doubt whether or not directed or approved by the Lessor or in accordance with this Lease, or another Tenancy Document.

### 5.2. Principal Contractor

5.2.1. Where any work is to be undertaken under or in connection with the Premises during the Term or during the term of any option period, the Lessee acknowledges that, subject to other provisions of this Lease, in accordance with clause 293 of the WHS Regulations it is the WHS Principal Contractor.

5.2.2. The Lessee may authorise the Lessee's Contractor to have management and control of the workplace where the work will occur and to discharge the duties of the principal contractor under the WHS Regulation.

### 5.3. Acknowledgement by Lessee

The Lessee acknowledges that, where it is the WHS Principal contractor for the work, it must discharge all responsibilities as the WHS Principal Contractor for the work done, performed or commenced until the expiry or termination of this Lease.

**5.4. Obligation to comply not limited**

The Lessee's compliance with the WHS Regulation in performing its obligations under this clause 5.1 is in addition to, not in substitution for, the Lessee's obligation to comply with any other Laws and Requirements.

**5.5. Signage**

The Lessee must ensure that when any work is carried out, signs that are clearly visible from outside the premises are placed on the Improvements:

- a. identifying the Lessee or the Lessee's Contractor (as the case may be) as the WHS Principal Contractor
- b. stating the contact telephone numbers including an after-hours number of the Lessee or the Lessee's Contractor (as the case may be), and
- c. showing the location of any site office.

**5.6. Assistance of Lessor**

The Lessee must do all things to assist the Lessor in discharging any obligations that the Lessor may have under the WHS Regulation in respect of the Premises.

**5.7. Compliance with directions**

The Lessee must immediately comply with directions on safety issued by any relevant Authority or by the Lessor.

**5.8. Indemnity**

The Lessee will, on and from the earliest of the date of this Lease, the Commencement Date or the date the Lessee is given access to the Premises, to the extent permitted by law, indemnify the Lessor against all Claims and Costs arising from or incurred in connection with a breach by the Lessee of this clause or of the obligations applicable to the WHS Principal Contractor under the WHS regulation.

**6. LESSOR'S CAPACITY AS AUTHORITY**

- 6.1. The Lessee acknowledges and accepts that in addition to Wollongong City Council, being the Lessor under this Lease, is also an Authority and is charged with the responsibility of administering and enforcing the provisions of Laws including without limitation various statutes, regulations, proclamations, ordinances, by-laws and planning instruments.
- 6.2. Nothing in this Lease shall be construed so as to in any way restrict or otherwise affect or fetter the Wollongong City Council's powers, obligations and discretions under any Laws or otherwise as an Authority, and any conduct of Wollongong City Council in its capacity as an Authority will not constitute a breach of any of the Lessor's obligations under this Lease.
- 6.3. The Lessee must not:
  - a. do or suffer to be done any act;

- b. neglect or omit to do any act; or
  - c. permit any other person to neglect or omit to do any act,
- where such conduct, neglect or omission may obstruct Wollongong City Council from performing its obligations under this provision and the Lessee must indemnify the Wollongong City Council against any costs, Claims or expenses suffered by the Lessor as a result of such conduct, neglect or omission.

6.4 The Lessee also acknowledges and accepts that Wollongong City Council, as an Authority, has adopted a site specific Plan of Management for the Land dated 23 February 2015 (**POM**) and the Lessee:

- a. must use its best endeavours to ensure that the Permitted Use complies with the terms of the POM and any future plan of management that the Authority may adopt over the Land; and
- b. further acknowledges that the Land may include declared Aboriginal Places under the *National Parks and Wildlife Act 1974* by which operational access to the Premises may affect cross portions of any declared place boundary; and
- c. further accepts that clause 9.3 of the operative provisions under this Lease apply to this clause 6.

#### 7. **EXCLUDED AREA**

Despite all other provisions in this Lease, the Lessee acknowledges that the Amenities Room and Public Toilets and Showers are excluded from the Premises and must allow for full and free access by the Lessor's agents and employees to provide ocean lifeguard services throughout the Patrol Season and, in particular, must allow for free and unfettered access to the Amenities Room and Public Toilets and Showers.

#### 8. **SHARED AREA**


The Lessee acknowledges that the Observation Room and the Gear Room will be shared between the Lessee and the Lessor's agents and employees at all times or at any time as determined by the Lessor for the purposes of carrying out the Lessor's Council Lifeguard Operations.



## LEASED BUILDINGS MAINTENANCE RESPONSIBILITY

## FORM

### SCHEDULE 3

FORM		LEASED BUILDING MAINTAIN AND REPLACEMENT RESPONSIBILITY SCHEDULE											
NAME:		SANDON POINT SLSC		BUILDING:		B03770 – PART LOT 103 DP 7813 POINT STREET, BULLI EXCLUDING COUNCIL LIFEGUARD AMENITIES AND GEAR ROOM, OBSERVATION ROOM AND PUBLIC TOILETS AND SHOWERS							
ITEM		RESPONSIBILITY					ITEM		RESPONSIBILITY				
		MAINTAIN			REPLACE				MAINTAIN			REPLACE	
Description	Applic	WCC	Lessee	WCC	Lessee	Description	Applic	WCC	Lessee	WCC	Lessee		
<b>STRUCTURE</b>						<b>UTILITIES PAST THE POINT OF CONNECTION</b>							
Windows	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Walls	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Roof	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Floor	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Balustrade	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Septic Tank (emptying)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Stairs	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Grease Trap (emptying)	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>MINOR MAINTENANCE</b>						<b>MINOR MAINTENANCE</b>							
Cleaning, including windows	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows - glass replacement	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Gutter and eave cleaning	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing (minor)	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Commercial – Hot Water System mini-boil system/s	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>APPURTENANCE ITEMS</b>							
SLSC - Hot Water System - mini-boil system/s	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	External lighting	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
External Doors including jambs and hardware	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Tanks	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Internal Doors including jambs and hardware	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar Panels – Hot Water	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Lights (including bulb replace)	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar Panels - Power	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>MECHANICAL</b>						<b>INSURANCE</b>							
Air Conditioning	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Artworks / Memorabilia	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
De-Humidifying	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Liability	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Pumps	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contents, excl Art	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Cool Room Servicing	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building – <u>above</u> WCC excess as nominated	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Roller Doors and Shutters	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Building – <u>below</u> WCC excess as nominated	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Range hood, flues and exhaust fans	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>SECURITY INCLUDING</b>							
Fly Screens	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Install	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>BUILDING FABRIC</b>						Guard response	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Flooring finishes	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Access control, eg swipe cards/fobs	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

## LEASED BUILDINGS MAINTENANCE RESPONSIBILITY

## FORM

Kitchen maintenance	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pest Control – Eradication of nests	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kitchen cleaning	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>PAINTING</b>					
Toilets internal – cleaning and minor repairs	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	External	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Toilets Public – cleaning and repairs	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internal	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Furniture	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Graffiti removal	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Blinds, curtains	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Minor touch-up (internal)	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>ITEM</b>	<b>RESPONSIBILITY</b>					<b>ITEM</b>	<b>RESPONSIBILITY</b>				
	<b>MAINTAIN</b>		<b>REPLACE</b>				<b>MAINTAIN</b>		<b>REPLACE</b>		
Description	Applic	WCC	Lessee	WCC	Lessee	Description	Applic	WCC	Lessee	WCC	Lessee
<b>LANDSCAPE SERVICES</b>											
Gates	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Driveways	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Locks and Hinges	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fences	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General waste bin and liners	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Garden refuse removal	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garbage and waste removal	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>ELECTRICAL</b>					
Sheds/Container/Shelters	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Connection point (EDB)	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garden bed and Footpaths	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Comms and IT within the leased premises and past the point of connection	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carparks	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
<b>STATUTORY COMPLIANCE RESPONSIBILITY</b>							<b>MAINTAIN</b>		<b>REPLACE</b>		
Description	Australian Standard (Latest as at time of executing document)					Applic	WCC	Lessee	WCC	Lessee	
Roof Anchor Points – annual inspection and test	AS1891.4:2000					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>FIRE</b>											
Emergency Lighting – 6 monthly inspection and test	AS2293.2:1995					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Emergency Exit Doors – annual inspection and test	D2.20 and D2.21 Building Code of Aust					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Evacuation Pathway Annual Inspection	Environmental Protection Authority Reg 2000 Part 9 Div 7					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Extinguishers – 6 monthly inspection and test / 5 yearly	AS2444					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Hose Reels – annual inspection and test	AS2441					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Hydrants and Booster Valves/Pumps – annual inspect and test	AS2419					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Detection Basic-Smoke and Thermal – annual inspection and test battery replacement	AS3786/AS1670.1 Spec E2.2a of Building Code of Australia					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Indicator Panel – monthly inspect and test	AS3786/AS1670.1 Spec E2.2a of Building Code of Aust					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Indicator Panel – monitoring (as required)	AS4428.6 AS1670.3					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
EWIS Panel – monthly maintenance	Building Code of Aust 54.9 AS2220 - 1989					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Dampers – annual inspection and test	AS1851 AS1682.1					Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Fire Doors – annual inspection and test	Building Code of Aust Spec C3.4 and AS1905-1 1997					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fire Suppression - sprinklers and 'dump' – monthly	Building Code of Aust E1.54 Spec E1.5					Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

## LEASED BUILDINGS MAINTENANCE RESPONSIBILITY

## FORM

inspection and test	Ord 70 part 27a						
Fire Safety Statement	Clause 177 EPA Reg 2000	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>ELECTRICAL</b>							
Electrical Distribution Board (Building) – annual inspection and maintenance	AS3000:2007	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electrical Appliance – test and tag	AS/NZS 3350.2.29:2001	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
UPS - annual inspection and testing	Per manufacturer's recommendation	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Power Factor Correction – annual inspection and maintenance	AS/NZ S300:2000	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Transmission Antenna	ARPANSA Act	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lightning Protection (Building) – annual inspection and maintenance	AS1768:2003 Append B Sect B10.2	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>STATUTORY COMPLIANCE RESPONSIBILITY</b>			<b>MAINTAIN</b>		<b>REPLACE</b>		
Description	Australian Standard (Latest as at time of executing document)	Applic	WCC	Lessee	WCC	Lessee	
<b>MECHANICAL</b>							
Vertical Transport/Lift – annual inspection and maintenance	AS1735 Workcover Cert Building Code of Aust	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Generator/Pumps – annual inspection and test	AS3100, 2790	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Auto Doors – 4 monthly inspection and test	AS5007 E2	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Air Handling	AS1668.1	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>HYDRAULIC</b>							
Hot Water System complex – annual inspection and maintenance	AS3500	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Irrigation - annual inspection and maintenance	AS5200, AS3500, AS2700, AS1319:1994	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
RPZ – annual inspection and test	AS2845, AS3500.1	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Grease Traps – annual inspection and maintenance copy to Council Registration and Compliance for Wastewater	EPA, AS3500	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Water Tanks – annual inspection and maintenance, ie filters	AS5200, AS3500, AS2941:2002	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Septic Tanks – annual inspection and maintenance	AS3500, AS1319, AS2700	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Boilers – annual inspection and maintenance	AS3500, Boilers and Pressure Vessels Regs 1954 and AS3788:2001	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TMV-6 monthly –inspection and test	AS3500, AS4032.3, HOSPLAN Code of Practice	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gas Appliances – critical component maintenance	AS3500	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>APPURTENANCE</b>							
Power Poles (Buildings)	AS/NZS4676:2000, AS2209:1994	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**WARNING:** THIS IS AN IMPORTANT DOCUMENT WHICH CONTAINS BINDING LEGAL OBLIGATIONS. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD CONSULT YOUR LEGAL AND/OR FINANCIAL ADVISOR BEFORE SIGNING.



ITEM 8

PROPOSED ACQUISITION - PROPOSED LOT 1 DP 1252655, BEING PART LOT 19 DP 620350 - PART 32 MARSHALL STREET, DAPTO

The West Dapto Access Strategy (the Strategy) is a major project being managed by Council. Currently, Council is progressing Stages 2 and 3 of the Fowlers Road to Fairwater Drive link, which forms an integral part of the Strategy. Council has resolved to strategically acquire a number of properties in the vicinity of the road and bridge works in recent months to enable the construction of the link road, this includes the widening of the Princes Highway in close proximity to the Fowlers Road and Princes Highway intersection and most recently the airspace above Mullet Creek within which the bridge is located.

The acquisition of the area, the subject of this report, relates to the minor widening of the Marshall Street deviation road to allow a more suitable and safer turning circle in this area.

### RECOMMENDATION

- 1 Council acquires proposed Lot 1 DP 1252655, being part Lot 19 DP 620350 pursuant to Section 177 of the *Roads Act 1993*, for the purpose of road widening, under the following conditions -
  - a Compensation be paid to the owner in the amount of \$3,430 (including GST) which is inclusive of valuation costs.
  - b Reimbursement of the landowner's legal costs, pursuant to the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*.
- 2 Upon acquisition being finalised, the land be dedicated as public road pursuant to Section 10 of the *Roads Act 1993*.
- 3 Council grant authority for the use of the Common Seal of Council on all documents relevant to this matter, should it be required to give effect to this resolution.

### REPORT AUTHORISATIONS

Report of: Lucielle Power, Manager Property + Recreation (Acting)

Authorised by: Kerry Hunt, Director Community Services - Creative and Innovative City

### ATTACHMENTS

- 1 Map showing land to be acquired from 32 Marshall Street, Dapto

### BACKGROUND

Council has been heavily involved in the design and construction of the Fowlers Road to Fairwater Drive extension project. In 2014 Council was successful in receiving grant funding of \$22.5M from the Re-start NSW Illawarra Infrastructure Fund to assist in the delivery of the project. As part of this major project, a number of property acquisitions are required to allow for the ideal road designs across various points in the project. The subject area to be acquired on Marshall Street deviation will allow trucks to safely navigate the bend immediately adjacent to the acquisition area. The area to be acquired is delineated as Proposed Lot 1 DP 1252655 being an area of approximately 4m<sup>2</sup>.

The acquisition is pursuant to the requirements within the *Land Acquisition (Just Terms Compensation) Act 1991*. Due to the minor land area, valuation advice from local valuation firm, Walsh & Monaghan Valuers was obtained for the purpose of commencing negotiations with the affected landowner. Walsh & Monaghan's advice on the value of the land was provided to be nominal and approximately \$300-\$400 per square metre. As the acquisition area is 4.2m<sup>2</sup> this equates to \$1,680 in compensation plus disturbance costs. A full valuation report at a minimum cost of \$1,750 would be close to equalling the value of the land to be acquired. An in principle offer was made to the landowner for the land value, plus the cost of a valuation report totalling \$3,430 as compensation for the acquisition of the land. The landowner is entitled to obtain an independent valuation report for which Council is obligated to

reimburse the cost, pursuant to the *Land Acquisition (Just Terms Compensation) Act 1991*. Whilst the owner was provided with the opportunity to obtain an independent valuation report with the cost to be reimbursed by Council, due to the likelihood of the cost of the report equalling or exceeding the in principle offer, the landowner agreed to the compensation offered rather than seek a valuation report.

A deed of agreement for purchase was entered with the landowner under the delegated powers of the General Manager due to the urgency of access to comply with the construction project timeline. The deed provided that the acquisition remained subject to Council resolution.

Council, as the acquiring authority, is responsible for all reasonable costs incurred by the landowner as a result of the acquisition, pursuant to the *Land Acquisition (Just Terms Compensation) Act 1991*. This includes legal, survey, plan lodgement and any other reasonable costs incurred.

## PROPOSAL

Council acquire for road purposes, proposed Lot 1 DP 1252655, being Part Lot 19 DP 620350, as shown on the inset to the Attachment 1.

## CONSULTATION AND COMMUNICATION

Extensive community consultation has taken place including a West Dapto Access Strategy billboard, newsletters, artist impressions, 3D fly through video, variable messaging signs, displays and information packs. In addition to the communication methods listed above, numerous feedback opportunities were afforded to the community. This comprised of a range of engagement activities to target stakeholders including presentations, phone calls, door knocks, individual meetings, an on-site kiosk, a community information session and a pop up information stall. A comprehensive engagement report has been prepared and published by Council's Community Cultural and Economic Development Division outlining in extensive detail the consultation and communication undertaken on the West Dapto Access Strategy project.

Council has a dedicated website which provides up-to-date information on the progress of the project as well as Frequently Asked Questions, plans and videos specifically relating to the Fowlers Road to Fairwater Drive link project, which forms part of the overall West Dapto Access Strategy.

As evidenced by the executed deed of agreement (being subject to Council resolution) and significant negotiations with the owner, the owner of the subject property is agreeable to the acquisition as negotiated and wishes to finalise this matter.

## PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal "We have affordable and accessible transport".

It specifically delivers on core business activities as detailed in the Infrastructure Planning and Support Service Plan 2019-20.

## FINANCIAL IMPLICATIONS

The financial implications include the amount of compensation as recommended (\$3,430) and additional costs relating to the owners legal costs and any other reasonable costs incurred in finalising the matter. These are likely to include the cost of survey and plan lodgement.

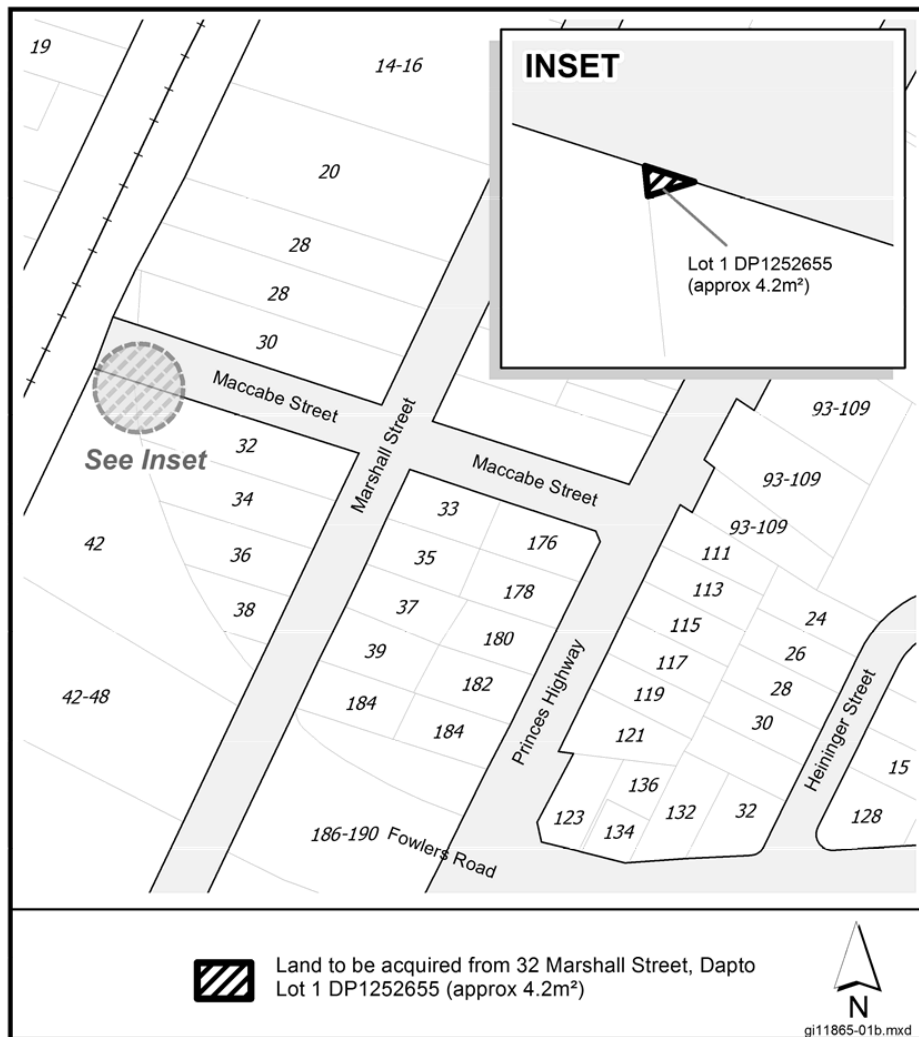
The funding for all costs associated with the acquisition will be via the 2019-20 Capital Budget (B281319).

## CONCLUSION

As the acquisition of the subject land forms an integral part of the Fowlers Road to Fairwater Drive project, it is recommended Council resolve as recommended.







While every effort has been made to ensure the highest possible quality of data, no liability will be accepted for any inaccuracy of the information shown.  
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## ITEM 9 ACQUISITION OF LOT 14 DP 241582 OTFORD ROAD, OTFORD

This land is one of 18 properties that have been included in the Land Reservation Acquisition Map in the Wollongong Local Environment Plan 2009 and identified for acquisition for passive open space. To date Council has reached agreement with five property owners to acquire their land, including the subject property.

This report is prepared to obtain Council approval to acquire Lot 14 DP 241582, Otford Road, Otford, for passive open space land.

### RECOMMENDATION

- 1 Council acquire Lot 14 DP 241582, Otford Road, Otford, for the agreed purchase price of \$100,000 (plus GST if applicable). The land is required for passive open space land as per the Land Reservations Acquisition Map in the Wollongong Local Environment Plan 2009.
- 2 Council be responsible for the land owners reasonable costs associated with the sale under the Land Acquisition (Just Terms Compensation) Act, 1991.
- 3 Council grant authority for the use of the Common Seal of Council on all documents relevant to this matter, should it be required to give effect to this resolution.
- 4 Upon acquisition the land becomes classified as Community Land.

### REPORT AUTHORISATIONS

Report of: Lucielle Power, Manager Property + Recreation (Acting)

Authorised by: Kerry Hunt, Director Community Services - Creative and Innovative City

### ATTACHMENTS

- 1 Business Paper Plan Acquisition of Lot 14 DP241582
- 2 WLEP 2009 Amendment No.31 Land Reservation Acquisition Map

### BACKGROUND

On 12 April 1967 Council approved a subdivision application which created the Lloyd Place lots and the Otford Road lots. At this time the minimum lot size for "country dwelling" was 8,000m<sup>2</sup> or 0.8 hectares. The lots created measured two hectares and were zoned Non-Urban "A".

In 1968 the minimum lot size for a country dwelling was increased to two hectares by the Illawarra Planning Scheme.

In September 1969 Council considered a proposal from the then State Planning Authority to increase the minimum area for "country dwellings" in all non-urban areas from two hectares to 40 hectares. Council agreed in principle with the proposal but considered that a 20 hectare minimum would be more satisfactory for non-urban areas.

On 12 December 1970 Council advertised in a local newspaper the proposed increase to minimum lot size requirements for a "country dwelling" from two hectares to 20 hectares and allowed a period of 28 days for comments. Only five objections were received and none related to the lots at Otford Road and Lloyd Place.

On 30 April 1971 the Minister for Local Government increased the minimum lot standard for a "country dwelling" on Non-Urban "A" land from two hectares to 20 hectares. By this time most of the lots in the Otford Road and Lloyd Place subdivisions had been sold to persons planning to build dwelling houses.

The Town Clerk's Certificate was issued for the Lloyd Place and Otford Road subdivision on 9 August 1971 after all site works were completed. The subdivision was released in two stages, the Otford Road lots were released first, DP 241582 on 8 October 1971 and then the Lloyd Place lots DP 242135 on 6 March 1972.

In 1984 the minimum lot size for a “country dwelling” increased to 40 hectares.

On 29 July 2013 Council resolved (in part) to provide landowners with an exit strategy by identifying this land for acquisition as follows -

*A new draft Planning Proposal be prepared to identify the 21 lots within the Lloyd Place precinct which do not contain a dwelling house for acquisition, by identifying the lots on the Land Reservation Acquisition Map as being required for Local Open Space purposes. The draft Planning Proposal be submitted to the NSW Department of Planning and Infrastructure for a Gateway determination and requesting authorisation for the General Manager to exercise plan making delegations in accordance with Council's resolution of 26 November 2012. If approved, the draft Planning Proposal be placed on public exhibition for a minimum period of 28 days.*

On 5 June 2015 the lots were rezoned to E2 Environmental Conservation as part of the review of former 7(d) zoned lands, and dwelling houses were no longer permitted.

On 10 October 2016 Council resolved that -

- 1 *The draft Planning Proposal to identify 21 lots within the Lloyd Place, Otford precinct, and one lot within the Camp Gully Precinct Undola Road sub-precinct (No 3 Undola Road) on the Wollongong LEP 2009 – Land Reservation Acquisition Map as Local Open Space, be progressed by -*
  - a *Referring the final Planning Proposal to the NSW Department of Planning and Environment for the making of arrangements for drafting to give effect to the final proposal.*
  - b *Noting that the General Manager will thereafter proceed to exercise his delegation issued by the NSW Department of Planning and Environment under Section 69 in relation to the final proposal.*
- 2 *Requests for acquisition of properties within the precinct be reported to Council for determination.*
- 3 *Lots 1, 2 and 3 DP 242135 Lloyd Place be excluded from the Planning Proposal.*

Part 3 of the resolution reduced the number of lots to be acquired from 21 to 18.

The draft planning proposal was submitted to the NSW Department of Planning and Environment and an amendment to the Wollongong Local Environment Plan 2009 (LEP) (Amendment No 31) (refer Attachment 2) under the Environmental Planning and Assessment Act (EPA) 1979 was notified on the NSW Legislation website on 17 March 2017 which reserves the following lots for acquisition -

- Lot 38, Section G, DP 2644, 3 Undola Road, Helensburgh
- Lots 4-6 and 8 DP 242135, Lloyd Place, Otford
- Lot 2 DP 33693, Lot 104 DP 226579, Lot 100 DP 226580 and Lots 11-21 DP 241582 Otford Road, Otford.

Council wrote to the affected land owners on 30 March 2017 advising them of the LEP amendment and that Council could now acquire their land for passive “open space” if they so wished, thereby providing them with an exit strategy.

It was also advised that the acquisition would be under the terms of the Land Acquisition (Just Terms Compensation) Act 1991, in accordance with clause 5.1 of the LEP. The letter also states “Council will have regard to the ownership history of the property and the planning controls that applied at the time of purchase”. The owners were instructed to write to Council and advise if they wished to have their land purchased.

To date nine land owners have written to Council requesting their land be purchased. Council has reached agreement with five property owners to acquire their land, the total of which includes the subject land.



Negotiations are proceeding with all the land owners. The owners of Lot 14 DP 241582, Otford Road, Otford have agreed to a purchase price of \$100,000 (plus GST if applicable). The purchase price agreed is in line with the determination in the market valuation report obtained by Council from the registered valuer, Walsh and Monaghan. In addition, Council is required to reimburse all reasonable legal, valuation and other costs associated with the acquisition pursuant to the Land Acquisitions (Just Terms Compensation) Act 1991.

## PROPOSAL

It is proposed to acquire Lot 14 DP 241582 for passive open space land and pay a purchase price of \$100,000 (plus GST if applicable). Refer Attachment 1 for location of Lot 14 DP 241582.

## CONSULTATION AND COMMUNICATION

- Owners of Lot 14 DP 241582;
- Walsh and Monaghan Property Valuers;
- Land Use Planning, City Strategy; and
- Executive Management Committee.

## PLANNING AND POLICY IMPACT

This acquisition is in accordance with Council's policy "Land and Easement Acquisition and Disposal" and Wollongong 2028 Community Goal and Objective.

This report contributes to the Wollongong 2028 Objective "Our natural environment, waterways and terrestrial areas are protected, managed and improved" under the Community Goal "We value and protect our environment".

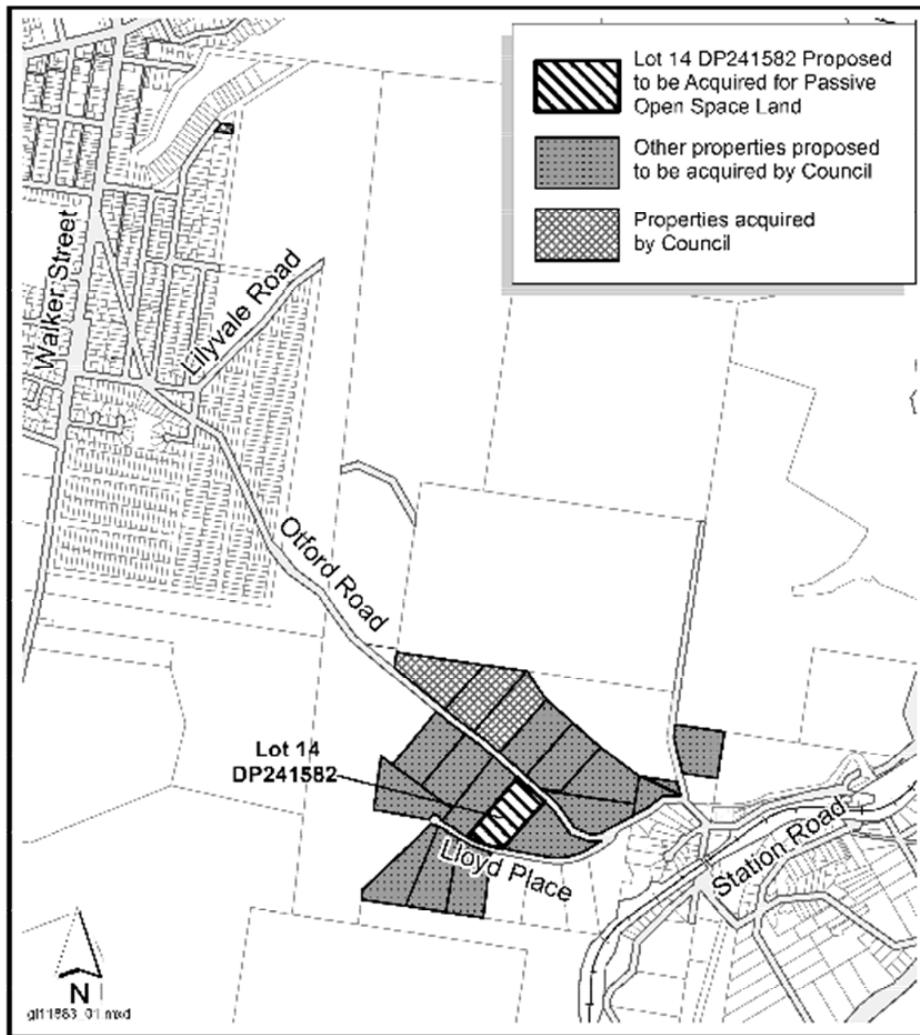
It specifically delivers on core business activities as detailed in the Property Services Service Plan 2019-20 "manage Council's property portfolio including purchase, sale, leasing, easements and other encumbrances on Council lands".

## FINANCIAL IMPLICATIONS

The funding for the acquisition (\$100,000 plus GST if applicable) will come from the Section 94 Development Contribution Fund.

## CONCLUSION

The land is included in the Wollongong Local Environmental Plan 2009 Land Reservation Acquisition Map for passive open space land and therefore is required to be purchased.





## **Wollongong Local Environmental Plan 2009 (Amendment No 31)**

under the

**Environmental Planning and Assessment Act 1979**

I, the Minister for Planning, make the following local environmental plan under the  
*Environmental Planning and Assessment Act 1979*.

DAVID FARMER, GENERAL MANAGER, WOLLONGONG CITY COUNCIL.  
As delegate for the Minister for Planning



Wollongong Local Environmental Plan 2009 (Amendment No 31) [NSW]

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## **Wollongong Local Environmental Plan 2009 (Amendment No 31)**

under the

Environmental Planning and Assessment Act 1979

### **1 Name of Plan**

This Plan is *Wollongong Local Environmental Plan 2009 (Amendment No 31)*.

### **2 Commencement**

This Plan commences on the day on which it is published on the NSW legislation website.

### **3 Land to which Plan applies**

This Plan applies to the following land:

- (a) Lot 38, Section G, DP 2644, 3 Undola Road, Helensburgh,
- (b) Lots 4-6 and 8, DP 242135, Lloyd Place, Otford,
- (c) Lot 2, DP 33693, Lot 104, DP 226579, Lot 100, DP 226580 and Lots 11-21, DP 241582, Otford Road, Otford.

### **4 Maps**

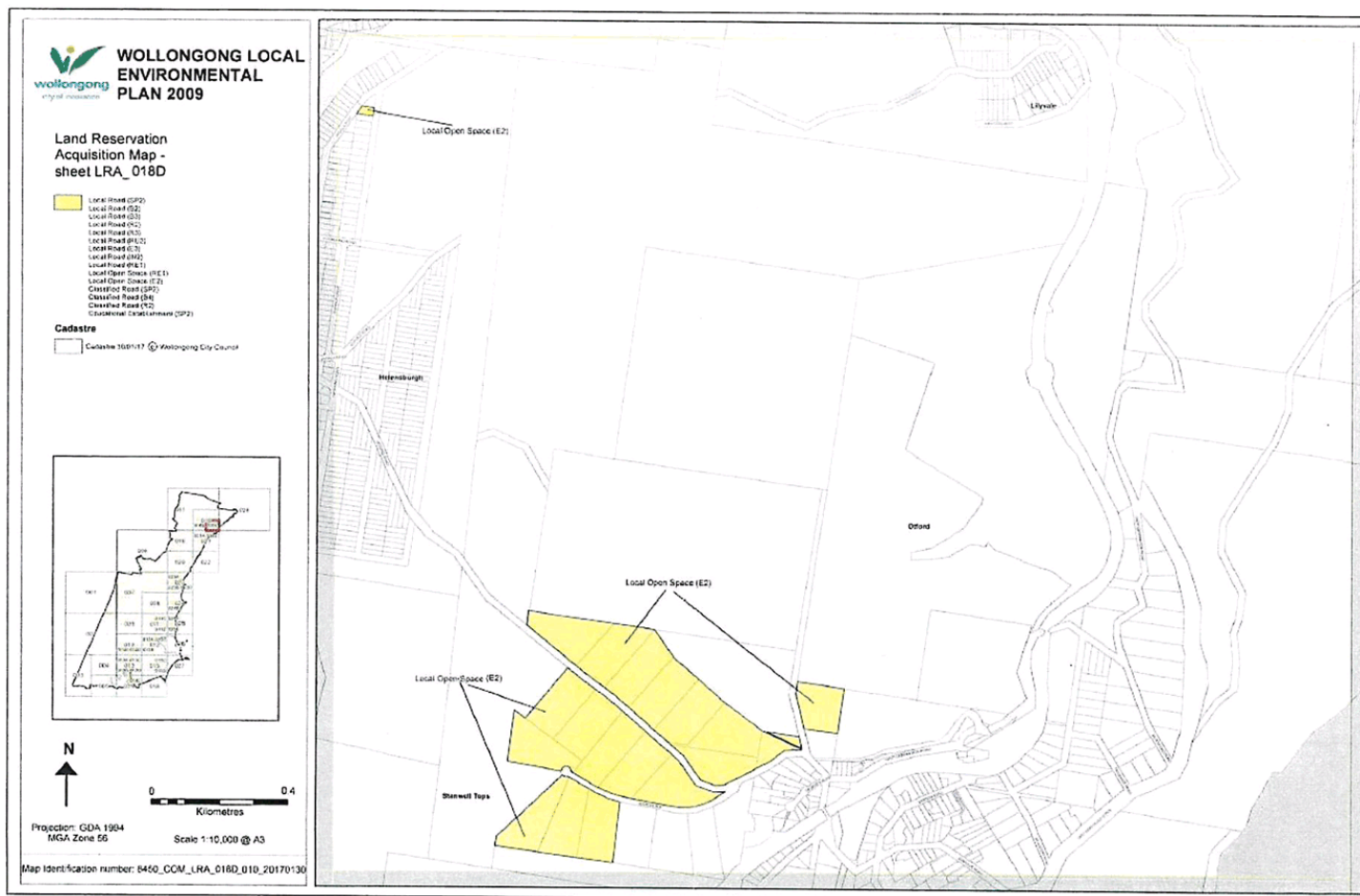
The maps adopted by *Wollongong Local Environmental Plan 2009* are amended or replaced, as the case requires, by the maps approved by the Minister on the making of this Plan.

### **5 Amendment of Wollongong Local Environmental Plan 2009**

#### **Clause 5.1 Relevant acquisition authority**

Insert in appropriate order in the table to clause 5.1 (2):

Zone E2 Environmental Conservation and marked "Local open space" Council



## ITEM 10 TENDER T17/46 FIRE PROTECTION SERVICES INSPECT AND TEST

This report recommends acceptance of a tender for Fire Protection Systems Inspection and Testing for a period of 3 years in accordance with the requirements of the Local Government Act 1993 and the Local Government (General) Regulation 2005.

This tender is required to replace the previous inspection and testing contract (T10/22) for fire protection systems across 560 of Council's assets.

### RECOMMENDATION

- 1 In accordance with clause 178(1)(a) of the Local Government (General) Regulation 2005, Council accept the tender of ARA Fire Protection Services Pty Limited for Fire Protection Systems Inspection and Testing, in the sum of \$374,998, excluding GST.
- 2 Council delegate to the General Manager the authority to finalise and execute the contract and any other documentation required to give effect to this resolution.
- 3 Council grant authority for the use of the Common Seal of Council on the contract and any other documentation, should it be required, to give effect to this resolution.

### REPORT AUTHORISATIONS

Report of: Mark Roebuck, Manager City Works

Authorised by: Andrew Carfield, Director Infrastructure + Works

### ATTACHMENTS

There are no attachments for this report.

### BACKGROUND

The previous inspection and testing contract for fire protection systems within Council's assets (T10/22) expired on 30 June 2018. As an interim measure, Council engaged the incumbent contractor to provide continuing service on a monthly basis to ensure Council's compliance responsibilities are maintained until a new contract is tendered.

Council currently maintains fire protection systems across approximately 560 of its assets across the city. This contract is to ensure these systems are compliant for a period of 3 years, with options of extension for two further periods of 1 year.

Tenders were invited for this project by the open tender method with a close of tenders of 10.00am on 19 February 2019.

Eight tenders were received by the close of tenders and all tenders have been scrutinised and assessed by a Tender Assessment Panel constituted in accordance with Council's Procurement Policies and Procedures and comprising representatives of City Works, Infrastructure Strategy & Planning, Finance and Governance & Information Divisions.

The Tender Assessment Panel assessed all tenders in accordance with the following assessment criteria and weightings as set out in the formal tender documents:

#### Mandatory Criteria

- 1 Provision of satisfactory references from referees for previous projects of similar size and scope.
- 2 Financial assessment acceptable to Council which demonstrates the tenderer's financial capacity to undertake the works.



## Assessable Criteria

- 1 Cost to Council – 35%.
- 2 Electronic data inventory and record management systems – 15%.
- 3 Experience and satisfactory performance in undertaking services of similar size, scope and risk profile – 20%.
- 4 Staff qualifications and experience – 10%.
- 5 Demonstrated quality management policies and procedures – 5%.
- 6 Work Schedule – 5%.
- 7 Demonstrated strengthening of local economic capacity – 5%.
- 8 Workplace health and safety management system – 5%.

The mandatory assessment criteria have been met by the recommended tenderer.

The Tender Assessment Panel utilised a weighted scoring method for the assessment of tenders which allocates a numerical score out of 5 in relation to the level of compliance offered by the tenders to each of the assessment criteria as specified in the tender documentation. The method then takes into account pre-determined weightings for each of the assessment criteria which provides for a total score out of 5 to be calculated for each tender. The tender with the highest total score is considered to be the tender that best meets the requirements of the tender documentation in providing best value to Council. Table 1 below summarises the results of the tender assessment and the ranking of tenders.

**TABLE 1 – SUMMARY OF TENDER ASSESSMENT**

Name of Tenderer	Ranking
ARA Fire Protection Services Pty Limited	1
Grosvenor Engineering Group Pty Limited	2
CBC Facilities Maintenance Pty Limited	3
Wormald Australia Pty Limited	4
Chubb Fire & Security Pty Limited	5
Newsound Fire Services Pty Limited	6
Celcius Fire Services Pty Limited	7
Fire Protection Pty Limited	8

## PROPOSAL

Council should authorise the engagement of ARA Fire Protection Services Pty Limited to carry out the Fire Protection Systems Inspection and Testing in accordance with the scope of works and technical specifications developed for the project.

The recommended tenderer has satisfied the Tender Assessment Panel that it is capable of undertaking the works to Council's standards and in accordance with the technical specification.

Referees nominated by the recommended tenderer have been contacted by the Tender Assessment Panel and expressed satisfaction with the standard of work and methods of operation undertaken on their behalf.

## CONSULTATION AND COMMUNICATION

- 1 Members of the Tender Assessment Panel
- 2 Nominated Referees

## PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal “We have a healthy community in a liveable city”. It specifically delivers on the following:

Community Strategic Plan	Delivery Program 2018-2021	Operational Plan 2018-19
Strategy	3 Year Action	Operational Plan Actions
5.5.1 Public facilities in key locations and transport routes are maintained and clean, accessible and inviting to our community and visitors.	5.5.1.2 Manage and maintain community infrastructure portfolio with a focus on asset renewal	Review Council's Asset Management Plans: Buildings, Recreation, Stormwater, Plant and Vehicles, Transport

## RISK ASSESSMENT

The risk in accepting the recommendation of this report is considered low on the basis that the tender process has fully complied with Council's Procurement Policies and Procedures and the Local Government Act 1993.

The risk of the project works or services is considered low based upon Council's risk assessment matrix and appropriate risk management strategies will be implemented.

## FINANCIAL IMPLICATIONS

It is proposed that the total project be funded from the following source/s as identified in the Annual Plan –

**2019 Operational Maintenance Budget**

## CONCLUSION

The recommended tenderer has submitted an acceptable tender for this project and Council should endorse the recommendations of this report.

## ITEM 11 TENDER T19/16 WINTER MAINTENANCE ACTIVITIES 2019 - THIRROUL POOL

Thirroul Pool is an important local recreational asset. The pool received 169,065 visits in 2018/19 and is highly valued by the local community and visitors.

This report recommends acceptance of a tender for Winter Maintenance Activities 2019 – Thirroul Pool in accordance with the requirements of the Local Government Act 1993 and the Local Government (General) Regulation 2005.

The package initially went to tender due to estimated value of works, which included -

- Demolition of concrete slabs to concourse and promenade over existing outlet line from the toddler pool. Excavate the outlet pipe, removal and replacement of the toddler pool outlet line and repair concrete concourse and promenade slabs.
- Replacing broken tiles (approximately 60) in the pools.
- Replace approximately 60 metres of expansion joints in the main pool and concourse.
- Installing a non-slip coating for toddler's pool ramp.
- Painting pool pit lids (7) in non-slip heat resistant paint coating.
- Extending drive way opposite existing garage by approximately 6m x 4m.

### RECOMMENDATION

- 1 In accordance with clause 178(1)(a) of the Local Government (General) Regulation 2005, Council accept the tender of Innovative Developments Australia Pty Ltd for Winter Maintenance Activities 2019 – Thirroul Pool, in the sum of \$91,837, excluding GST.
- 2 Council delegate to the General Manager the authority to finalise and execute the contract and any other documentation required to give effect to this resolution.
- 3 Council grant authority for the use of the Common Seal of Council on the contract and any other documentation, should it be required, to give effect to this resolution.

### REPORT AUTHORISATIONS

Report of: Mark Roebuck, Manager City Works

Authorised by: Andrew Carfield, Director Infrastructure + Works

### ATTACHMENTS

- 1 Location Plans

### BACKGROUND

The package initially went to tender due to estimated value of works (\$220,000) -

- Replacement of the toddler pool outlet line and replacement of concrete concourse slabs.
- Replacing broken tiles (approximately 60) in the pools.
- Replace approximately 60 metres of expansion joints in the main pool and concourse.
- Installing a non-slip coating for toddler's pool ramp.
- Painting pool pit lids (7) in non-slip heat resistant paint coating.
- Extending drive way opposite existing garage by approximately 6m x 4m.



During the tender period, the replacement of the Toddler Pool Outlet pipe (~150 mm diameter), the associated concrete works and the 6 x 4 concrete driveway were taken out of this package and included in a package of similar works which is the replacement of a larger pipe (450 mm diameter) further north on Thirroul beach – already being managed by Council.

Tenders were invited for this project by the open tender method with a close of tenders of 10.00am on 10 July 2019.

Three tenders were received by the close of tenders and all tenders have been scrutinised and assessed by a Tender Assessment Panel constituted in accordance with Council's Procurement Policies and Procedures and comprising representatives of the Governance + Customer Services, Property + Recreation, Infrastructure Strategy + Planning and City Works Divisions.

The Tender Assessment Panel assessed all tenders in accordance with the following assessment criteria and weightings as set out in the formal tender documents:

#### **Mandatory Criteria**

- 1 Satisfactory references from referees for previous projects of similar size and scope.
- 2 Financial assessment acceptable to Council which demonstrates the tenderer's financial capacity to undertake the works.

#### **Assessable Criteria**

1	Cost to Council	35%
2	Appreciation of scope of works and construction methodology	20%
3	Proposed sub-contractors	5%
4	Project Schedule	20%
5	Demonstrated strengthening of local economic capacity	5%
6	Workplace health and safety management system	10%
7	Environmental management policies and procedures	5%

The mandatory assessment criteria have been met by the recommended tenderer.

The Tender Assessment Panel utilised a weighted scoring method for the assessment of tenders which allocates a numerical score out of 5 in relation to the level of compliance offered by the tenders to each of the assessment criteria as specified in the tender documentation. The method then takes into account pre-determined weightings for each of the assessment criteria which provides for a total score out of 5 to be calculated for each tender. The tender with the highest total score is considered to be the tender that best meets the requirements of the tender documentation in providing best value to Council. Table 1 below summarises the results of the tender assessment and the ranking of tenders.

**TABLE 1 – SUMMARY OF TENDER ASSESSMENT**

<b>Name of Tenderer</b>	<b>Ranking</b>
Innovative Developments Australia Pty Ltd	1
AJ Grant Group	2
M & A Lukin	3

#### **PROPOSAL**

Council should authorise the engagement of Innovative Developments Australia Pty Ltd to carry out the Winter Maintenance Activities 2019 – Thirroul Pool in accordance with the scope of works and technical specifications developed for the project.

The recommended tenderer has satisfied the Tender Assessment Panel that it is capable of undertaking the works to Council's standards and in accordance with the technical specification.

Referees nominated by the recommended tenderer have been contacted by the Tender Assessment Panel and expressed satisfaction with the standard of work and methods of operation undertaken on their behalf.

## CONSULTATION AND COMMUNICATION

- 1 Members of the Tender Assessment Panel;
- 2 Nominated Referees.

## PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal "We have a healthy community in a liveable city". It specifically delivers on the following:

Community Strategic Plan	Delivery Program 2018-2021	Operational Plan 2019-20
Strategy	3 Year Action	Operational Plan Actions
5.2.1 Provide a variety of quality public spaces and opportunities for sport, leisure, recreation, learning and cultural activities in the community.	5.2.1.3 Use data to assess the current community infrastructure available, community demand and develop a strategic framework and policies to either rationalise, enhance or expand to meet community needs	Implement program of enhancing pool amenities, consistent with good design principles

## RISK ASSESSMENT

The risk in accepting the recommendation of this report is considered low on the basis that the tender process has fully complied with Council's Procurement Policies and Procedures and the Local Government Act 1993.

The risk of the project works or services is considered low based upon Council's risk assessment matrix and appropriate risk management strategies will be implemented.

## FINANCIAL IMPLICATIONS

It is proposed that the total project be funded from the following source/s as identified in the Annual Plan –

Operational Plan 2019-2020

## CONCLUSION

The recommended tenderer (Innovative Developments Australia Pty Ltd) has submitted an acceptable tender for this project and Council should endorse the recommendations of this report.



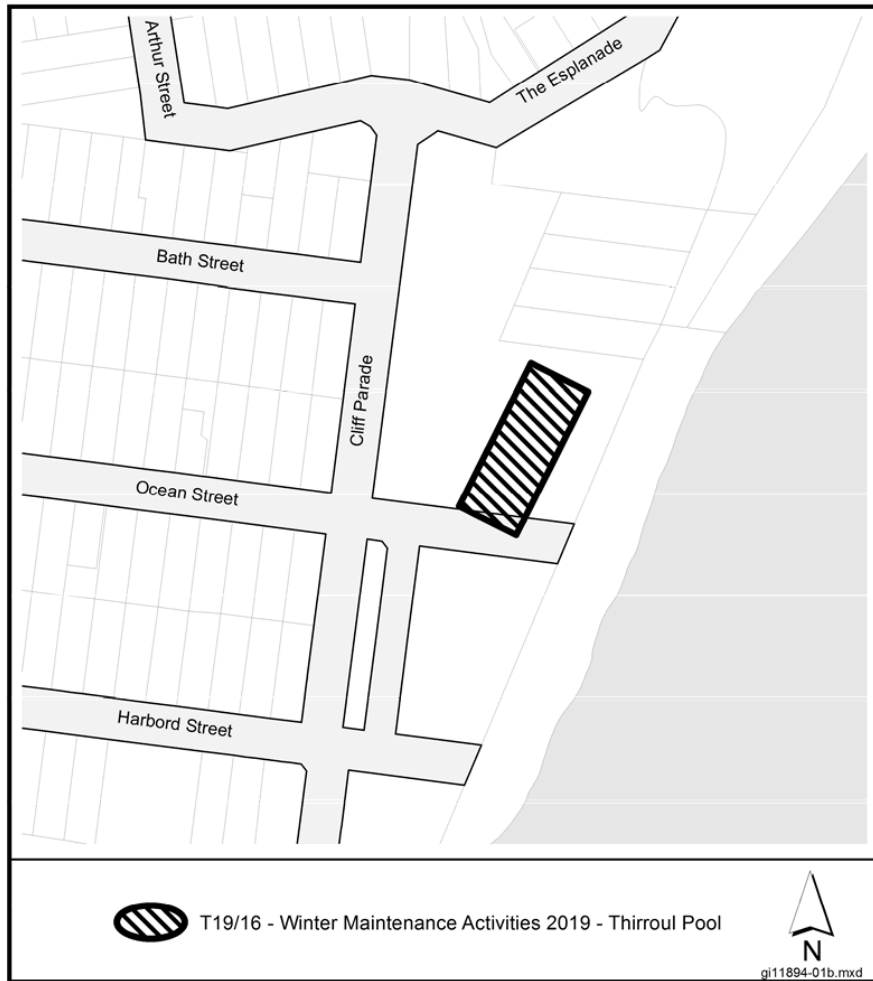
T19/16 - Winter Maintenance Activities 2019 - Thirroul Pool



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While every effort has been made to ensure the highest possible quality of data, no liability will be accepted for any inaccuracy of the information shown.  
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ITEM 12

CITY OF WOLLONGONG TRAFFIC COMMITTEE MINUTES OF MEETING HELD ON 17 JULY 2019

The City of Wollongong Traffic Committee meeting was held on 17 July 2019. Items listed in Sections 2, 4 and 5 are to be adopted by Council through delegated authority. The items listed in Section 3 must be determined by Council and is recommended to Council for approval for temporary Regulation of Traffic on public roads for works or events by independent parties.

## RECOMMENDATION

In accordance with the powers delegated to Council, the Minutes and Recommendations of the City of Wollongong Traffic Committee held on 17 July 2019 in relation to Regulation of Traffic be adopted.

## REPORT AUTHORISATIONS

Report of: Mike Dowd, Manager Infrastructure Strategy + Planning  
Authorised by: Andrew Carfield, Director Infrastructure + Works

## ATTACHMENTS

- 1 Standard Conditions for Road Closures
- 2 Standard Conditions for Street Parties
- 3 Yallah Bay Road, Koonawarra
- 4 Illawarra Triathlon Club Events - Port Kembla
- 5 St Johns School Rides Night - Jerematta Street Dapto
- 6 Spring Into Corrimal

## BACKGROUND

### 1 KOONAWARRA – Ward 3 (Item 3.1 of Wollongong Traffic Committee Minutes of Meeting)

Yallah Bay Road – Kembla Joggers Half Marathon on Sunday 1 September 2019 – Road Closures

#### Background

As part of the Kembla Joggers 2019 Winter Race Series events, the club's Half Marathon Championship is scheduled to be held on Sunday 1 September 2019 commencing at 8.00 a.m. with an estimate of 50 runners. The course is primarily on the public bicycle/walking track at Kanahooka/Koonawarra area, however approximately 3km of the course will be on Yallah Bay Road from 7.30am to 9.30am. A road closure has been approved in the past.

It was noted at the meeting that amended plans require vehicle mitigation on the intersection of Yallah Bay Road from the Princes Highway. In relation to the section of the event on the shared path it is appropriate for the applicant to be asked to provide warning signs for pedestrians and cyclists that a running event is underway.

#### Consultation

Consultation is a condition of approval for this event.

## PROPOSAL SUPPORTED UNANIMOUSLY

The closure of Yallah Bay Road be approved subject to Council's Standard Conditions for Road Closures and the submission of amended Traffic Management Plans including a full road closure with vehicle mitigation on the intersection of Yallah Bay Road.

## **2 PORT KEMBLA - Ward 3 (Item 3.2 of Wollongong Traffic Committee Minutes of Meeting)**

Hill 60 Park Gloucester Boulevard and Military Road - Triathlon Club Events – Road Closures

### **Background**

The Illawarra Triathlon Club has conducted these events over a number of years and have worked to ensure that the events have minimal impact on the community. The Club proposes its Triathlon Race Series for the following race dates -

- Saturday, 21 September 2019
- Sunday, 6 October 2019
- Saturday, 16 November 2019
- Saturday, 14 December 2019
- Saturday, 18 January 2020
- Saturday, 22 February 2020
- Saturday, 21 March 2020
- Saturday, 4 April 2020
- Saturday, 16 May 2020

The on road cycling part of the triathlon program requires the closure of Gloucester Boulevard between Darcy Road and Reservoir Street from 7.15am to 10.45am. As in previous years residents will be permitted onto Gloucester Boulevard between races once the course is clear of participants.

### **Consultation**

Consultation is a condition of approval for this program of events.

### **PROPOSAL SUPPORTED UNANIMOUSLY**

The road closures be approved for the dates proposed, subject to Council's Standard Conditions for Road Closures and submitted Traffic Management Plans for the Illawarra Triathlon Club Events at Port Kembla.

## **3 DAPTO – Ward 3 (Item 3.3 of Wollongong Traffic Committee Minutes of Meeting)**

St Johns School Rides Night/Fete - 1 November 2019 3pm to 9pm  
Jerematta Street – Road Closures

### **Background**

Council has received an application from St John's Catholic Primary School to hold a Rides Night/Fete on Friday 1 November 2019 at 3pm to 9pm within the school grounds and on Jerematta Street between Moombara and Mulda Streets.

A number of residents are affected by the road closure and the school will be required to negotiate suitable access arrangements for the residents during the road closure.

It was noted at the meeting that amended plans would be required to provide vehicle mitigation at each end of Jerematta Street.



## **Consultation**

Consultation is to be undertaken by the school with surrounding residents as a condition of approval for this event.

### **PROPOSAL SUPPORTED UNANIMOUSLY**

The road closures be approved subject to Council's Standard Conditions for Road Closures and the submission of amended Traffic Management Plans detailing vehicle mitigation at each end of Jerematta Street, Dapto.

## **4 WOLLONGONG – Ward 2 (Item 3.4 of Wollongong Traffic Committee Minutes of Meeting)**

Construction Work until 31 March 2020  
Rawson Street – Road Closure

### **Background**

Council has previously approved the closure of Rawson Street Wollongong until 20 August 2019 to allow construction of new developments either side of the street. The contractors on both sites need additional time to complete the work which uses the roadway for delivering materials and during concrete pours. The road closure is expected to be needed until 31 March 2020.

It was noted that a new Traffic Management Plan was not required as the closure is currently in place and working satisfactorily.

### **Consultation**

No further consultation is required for this extension to the current road closure.

### **PROPOSAL SUPPORTED UNANIMOUSLY**

The road closure be approved for a further 7 months until 31 March 2020 subject to Council's standard conditions for road closures and the Traffic Management Plans at Rawson Street, Wollongong as submitted in 2018.

## **5 CORRIMAL Ward 1 (Item 3.5 of Wollongong Traffic Committee Minutes of Meeting)**

Russell & Railway Streets, Bertram Lane and the Princes Highway – Spring into Corrimal  
Sunday 9 September 2019 – Road Closures

### **Background**

The Corrimal Chamber of Commerce has applied for Road Closures to allow the Spring into Corrimal event to be held on Sunday 9 September 2019. The road closures on Russell Street, Railway Street Bertram Lane and the Princes Highway will take effect from 6.00am to 6.00pm on the day. There will be a street parade at 10.00am which will involve additional closures on Short and Collins Streets between 9.30am and 11.00am.

The Road closures for Railway Street have been relocated to a point east of Bertram Lane, and just to the west of the Corrimal Court Shopping Centre carpark with the result that the taxis will not be affected by the closures and normal access to the shopping centre carpark will be permitted.

Buses are to be diverted around the Princes Highway closure via Tarrawanna Road, Underwood Street and Collins Street. In consultation with the police, the organisers have arranged for a number of heavy vehicles and barriers to be installed at the main road closures to ensure crowd safety. Emergency access is to be via Russell Street and Bertram Lane.

## **Consultation**

Consultation with the community is a condition of approval for this item.

## **PROPOSAL SUPPORTED UNANIMOUSLY**

The road closures are approved subject to Council's Standard Conditions for Road Closures and the submitted Traffic Management Plans for Spring into Corrimal at Russell & Railway Streets, Bertram Land and the Princes Highway, Corrimal.

Attachment 1 - Standard Conditions for Road Closures

### **Standard Conditions for Road Closures**

*For Special Events and Work Related activities Within Council Road Reserves.*

**Following approval by Wollongong City Council**, road closures are subject to the additional Council conditions:

1. **The Applicant must complete the Council form** 'Application to Open and Occupy or Underbore a Roadway or Footpath' (Refer to Checklist below – relates to Section 138 of the Roads Act.)
2. **NSW Police Approval:** The Applicant must obtain written approval from NSW Police, where required under the Roads Act.
3. **If the Road Closure is within 100m of any traffic control signals or on a 'State Classified Road'** the Applicant must obtain a Road Occupancy Licence (ROL) from NSW Roads & Maritime Services (RMS).
4. **The Applicant must advise all affected residents and business owners** within the closure area of the date/s and times for the closure, at least 7 days prior to the intended date of works.
5. **The Applicant must advise Emergency Services:** Ambulance, Fire Brigade and Police, Taxi and Bus Companies of the closure dates and times in writing, 7 days prior to the intended date of works. The Applicant must endeavour to minimise the impact on bus services during the closure.
6. **Traffic Management Plan:** The closure must be set up in accordance with the approved **Traffic Management Plan (TMP)** prepared by an appropriately qualified traffic controller; a copy of whose qualifications must be included with the submitted TMP.
7. **Traffic Management Plan Setup:** The Traffic Management Plan must be set up by appropriately qualified traffic control persons or the NSW Police.
8. **Access to properties affected by the road closure must be maintained where possible.** Where direct access cannot be achieved, an alternative arrangement must be agreed to by both the applicant and the affected person/s.
9. **Public Notice Advertisement:** The Applicant must advertise the road closure in the Public Notices section of the local paper, detailing closure date/s and times at least 7 days prior to the closure.
10. **Public Liability Policy:** The Applicant must provide Council with a copy of their current insurance policy to a value of no less than \$20 million dollars to cover Wollongong City Council from any claims arising from the closure.

**Checklist:**

- ☒ **Completed Council Form:**  
'Application to Open and Occupy or Underbore a Roadway or Footpath'.

**Required information as shown below MUST be attached:**

- ☒ A copy of the letter from the Traffic Committee authorising the closure
- ☒ The Traffic Management Plan (TMP)
- ☒ The Road Occupancy Licence (ROL) *if required*
- ☒ Written approval from NSW Police
- ☒ Public Liability Insurance

**Applications may be lodged** in the Customer Service Centre located on the Ground Floor of Council's Administration Building, 41 Burelli Street Wollongong between 8.30am and 5pm Monday to Friday.



## Attachment 2 - Standard Conditions for Street Parties

### Standard Conditions for Street Parties

- 1 Each road affected by the closure approval shall be restored to full and uninterrupted traffic flow prior to the end of the closure.
- 2 The road shall be cleared sufficiently to allow an emergency vehicle access to a property within the closure area. For this reason, no barbeques, heavy tables or other heavy equipment is to be set up on the road pavement.
- 3 You are required to advertise the road closure in the local newspaper  
(eg) Temporary Road Closure – Owen Street, Bulli  
Date: 6 December 2014  
Time: 2 pm – 7 pm  
Event: Street Party
- 4 Council will notify emergency services and the Police Service.
- 5 NSW Police Service directions are to be strictly adhered to.
- 6 **See attached typical road closure set up for a street party – note that vehicles will be required to be parked across the roadway at each closure point.**

Council will endeavour to make available to you the following equipment

Regular Street Equipment Requirements	Cul - De - Sac Street Equipment Requirements
6 Barrier legs	3 Barrier legs
12 Road Barriers	6 Road Barriers
2 Road Closed Signs	1 Road Closed Signs
4 Flashing Lights	2 Flashing Lights

It should be noted that Council does not supply 9 volt batteries for flashing lights, but these can be obtained at a modest cost from hardware stores. The flashing lights must be fixed to the barriers and operating prior to sunset.

It is your responsibility to collect this equipment from Council's Works Depot Store, Montague Street, North Wollongong, prior to 2.00 pm on the last working day prior to your proposed road closure, and return same on the next working day following the closure. Please ensure you sign a receipt when collecting and returning this equipment.

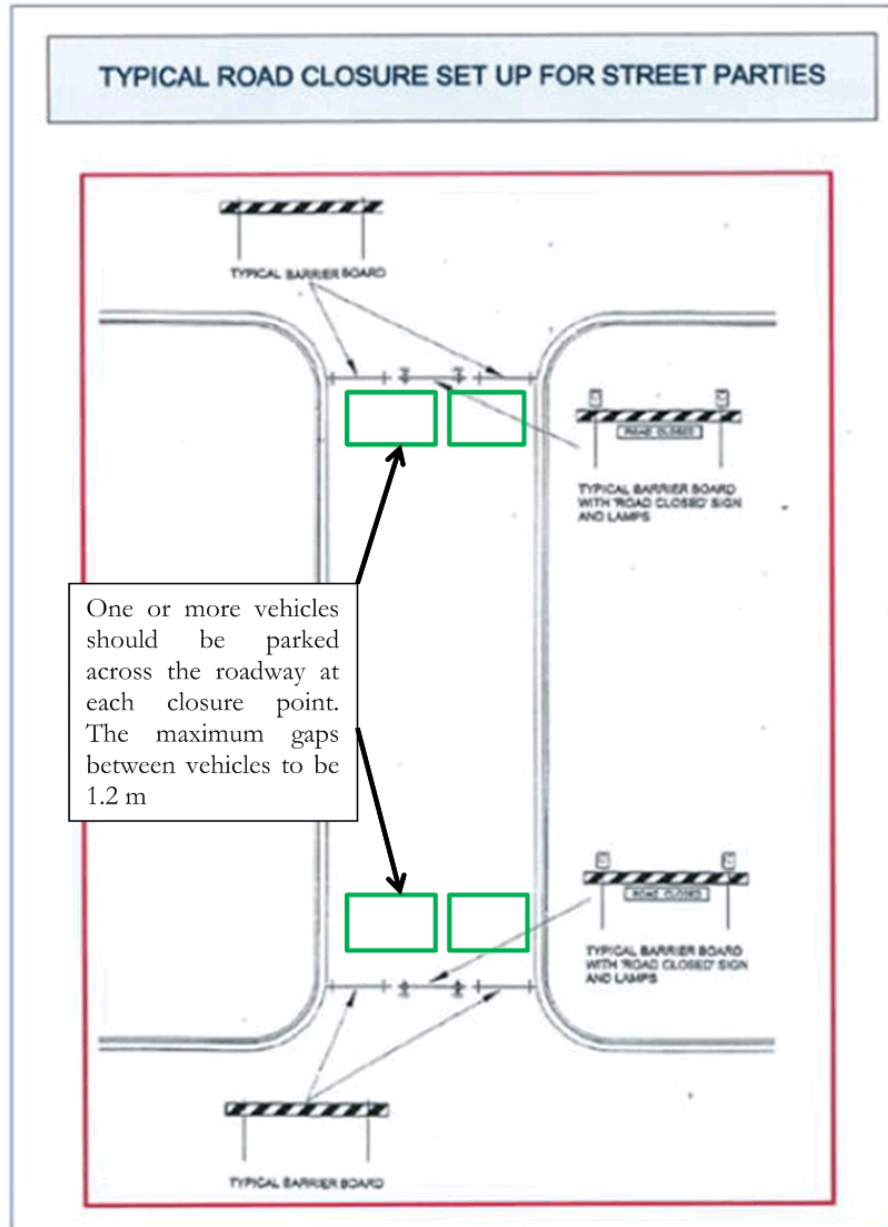
Equipment, which is returned damaged beyond use or not returned at all, will be replaced at your cost.

A sufficient number of people (at least 2), together with a vehicle suitable for the purpose of transporting the relevant equipment, are to be provided by the organisers for the loading and unloading of this equipment at the Depot.

- 7 You are requested to contact Lee Cramer, Council's Events and Functions Coordinator on 42 277104 two weeks prior to pick-up to ensure availability of the equipment.
- 8 If Council's Store does not have sufficient equipment to lend, you are to obtain equipment from another source (e.g. hire firm) at your expense.

Amended to include vehicle mitigation November 2018

Attachment 2 – Standard Conditions for Street Parties



Amended to include vehicle mitigation November 2018

Attachment 3  
Yallah Bay Road, Koonawarra  
Page 1 of 2

**Kembla Joggers Half Marathon**

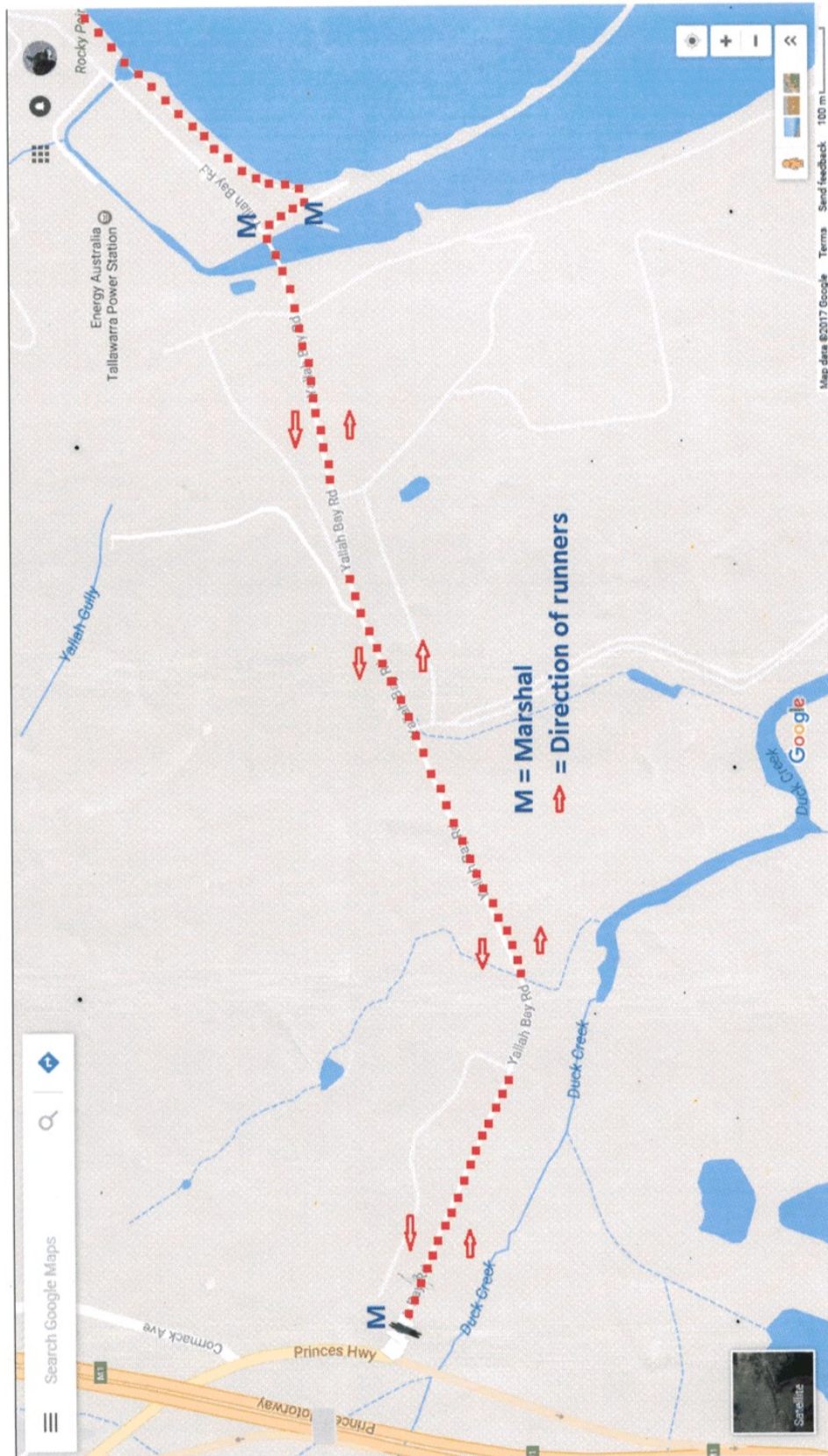
**Course Description:** The course consists of a large out and back loop followed by a shorter finishing loop. The Start and Finish are just north of Lakeside Reserve, Lakeside Drive, Kanahooka. Runners proceed along the bike track in a southerly direction for approximately 4Kms. At the 4Km mark runners then proceed along Yallah Bay Rd for 3Kms to the Turnaround just before the Princess Hwy. Runners then return to the Start/Finish and continue approximately 1Km further along the bike track to Turn 2. From Turn 2 runners return 1Km to the Start/Finish and continue a further 3Kms along the bike track to Turn 3. The runners then turn for the last 3 Kms back to the Finish.





Yallah Bay Road, Koonawarra  
Page 2 of 2

KJ Half Marathon – Direction of runners and marshal points along Yallah Bay Rd and through the carpark near Tallawarra Power Station Spit.

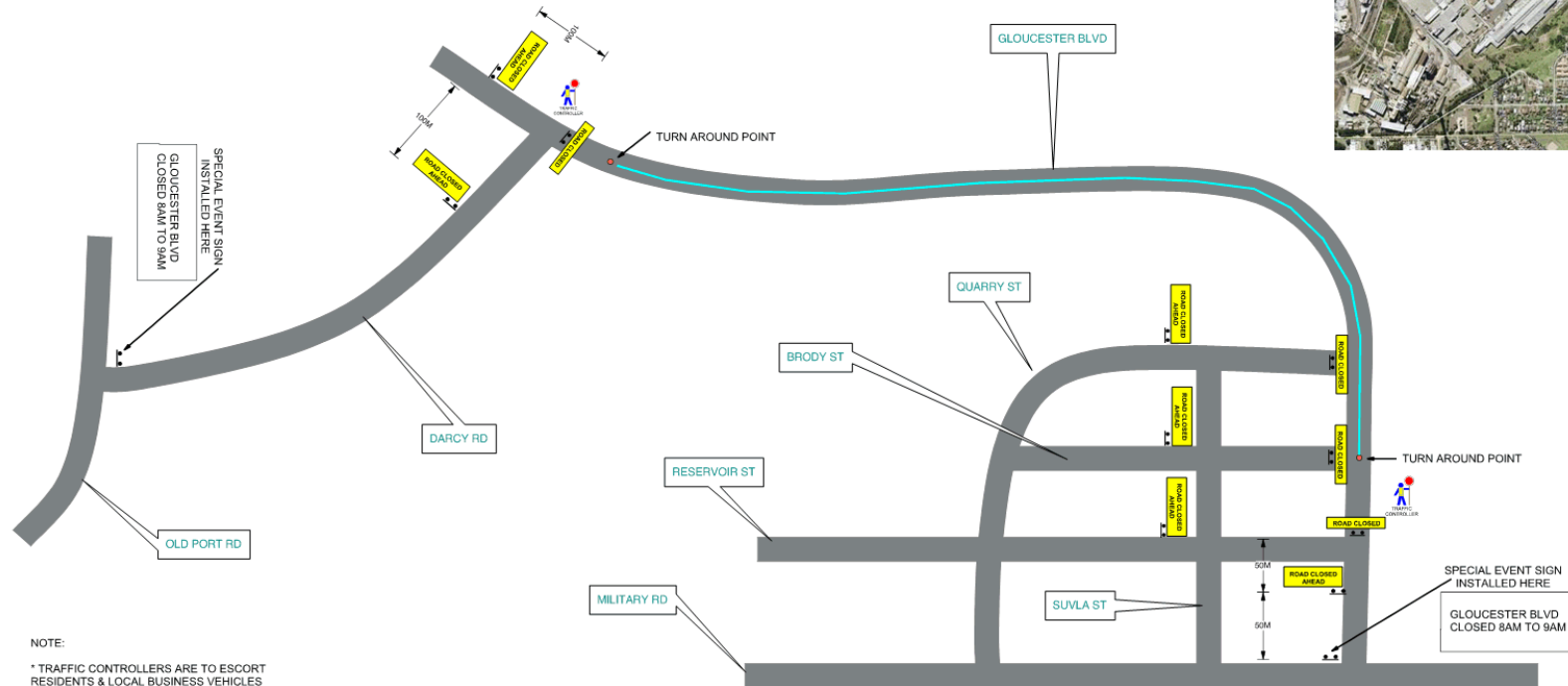


Attachment 4  
Illawarra Triathlon Club Events  
Hill 60 Port Gloucester Boulevard and  
Military Road, Port Kembla

www.invarion.com

ILLAWARRA TRIATHLON CLUB

Location - **GLOUCESTER BLVD PORT KEMBLA**



NOTE:

\* TRAFFIC CONTROLLERS ARE TO ESCORT RESIDENTS & LOCAL BUSINESS VEHICLES IN & OUT OF GLOUCESTER BLVD

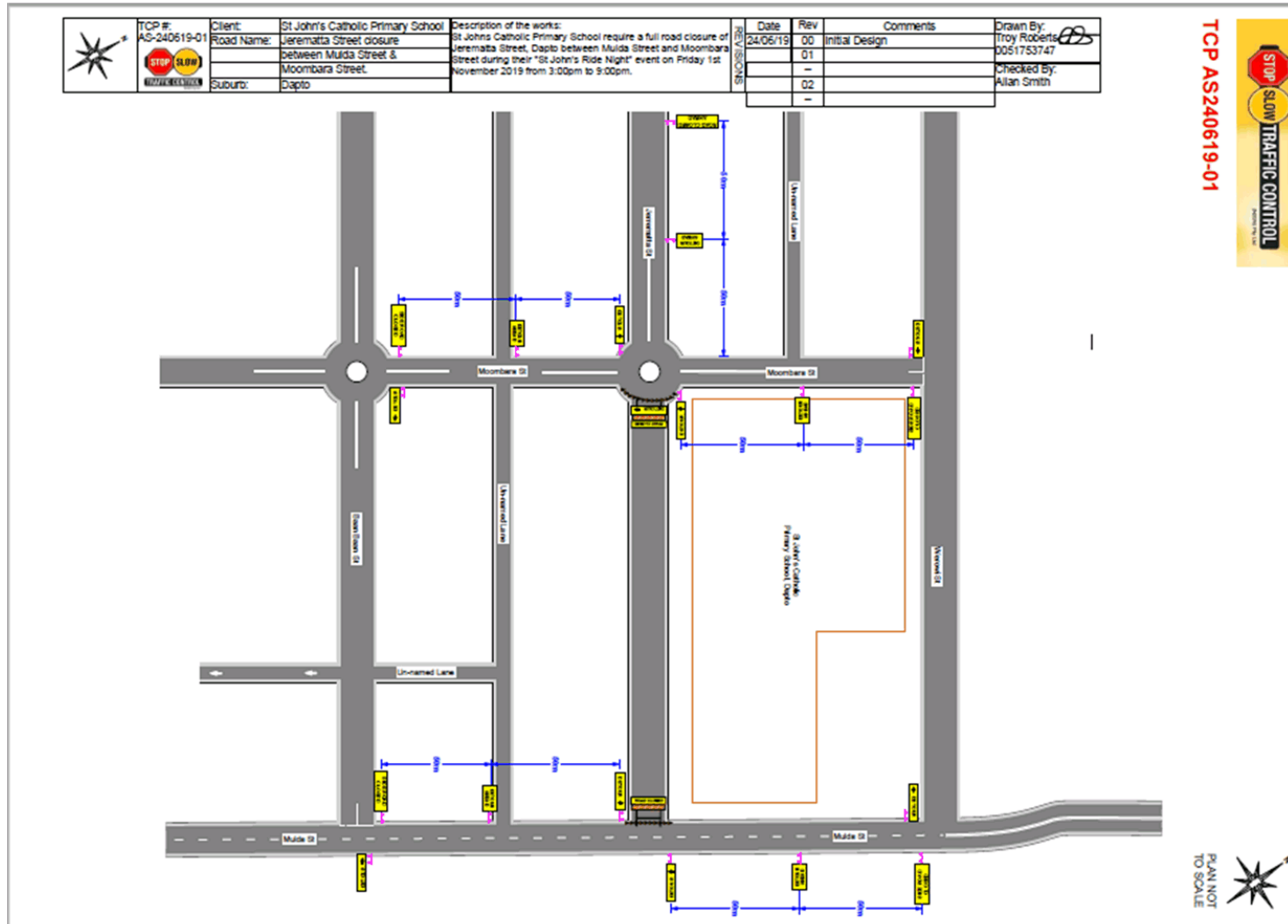
\* EXTRA SIGNS TO BE INSTALLED IF REQUIRED WHERE APPLICABLE

<p>D = THE SPEED OF TRAFFIC MEASURED IN KMH EG: 80KM = 80M 70KM = 70M 60KM = 60M 50KM = 50M</p> <p>SEE SECTION 4.2 TRAFFIC CONTROL AT WORK SITES MANUAL</p>	<p>PEDESTRIANS PEDESTRIANS</p> <p>PEDESTRIAN SIGNS TO BE INSTALLED WHERE APPLICABLE IF REQUIRED</p>	<p>TCP 54 USED AS A GUIDE</p>
<p>PROJECT</p> <p>Endeavour Energy</p>	<p>WOLLONGONG SYDNEY</p> <p>Phone: (02) 42727133 Phone: (02) 9631 7962 Fax: (02) 42727134 Fax: (02) 9631 7963</p> <p>DAD TRAFFIC MANAGEMENT DOES NOT ACCEPT LIABILITY FOR IMPLEMENTATION OF THIS TCP IF NOT DIRECTLY INVOLVED IN ITS IMPLEMENTATION</p>	

<p>PLAN NOT TO SCALE</p>	<p>Author : <b>P DELLOREFICE</b> PREPARED BY Philip Dellorefice CERT NO: 5293012201</p> <p>TMP No: <b>ITC GEN-J48</b></p>	<p>Implemented By</p> <p>Name:..... Date:..... Signed:..... Cert No:.....</p>
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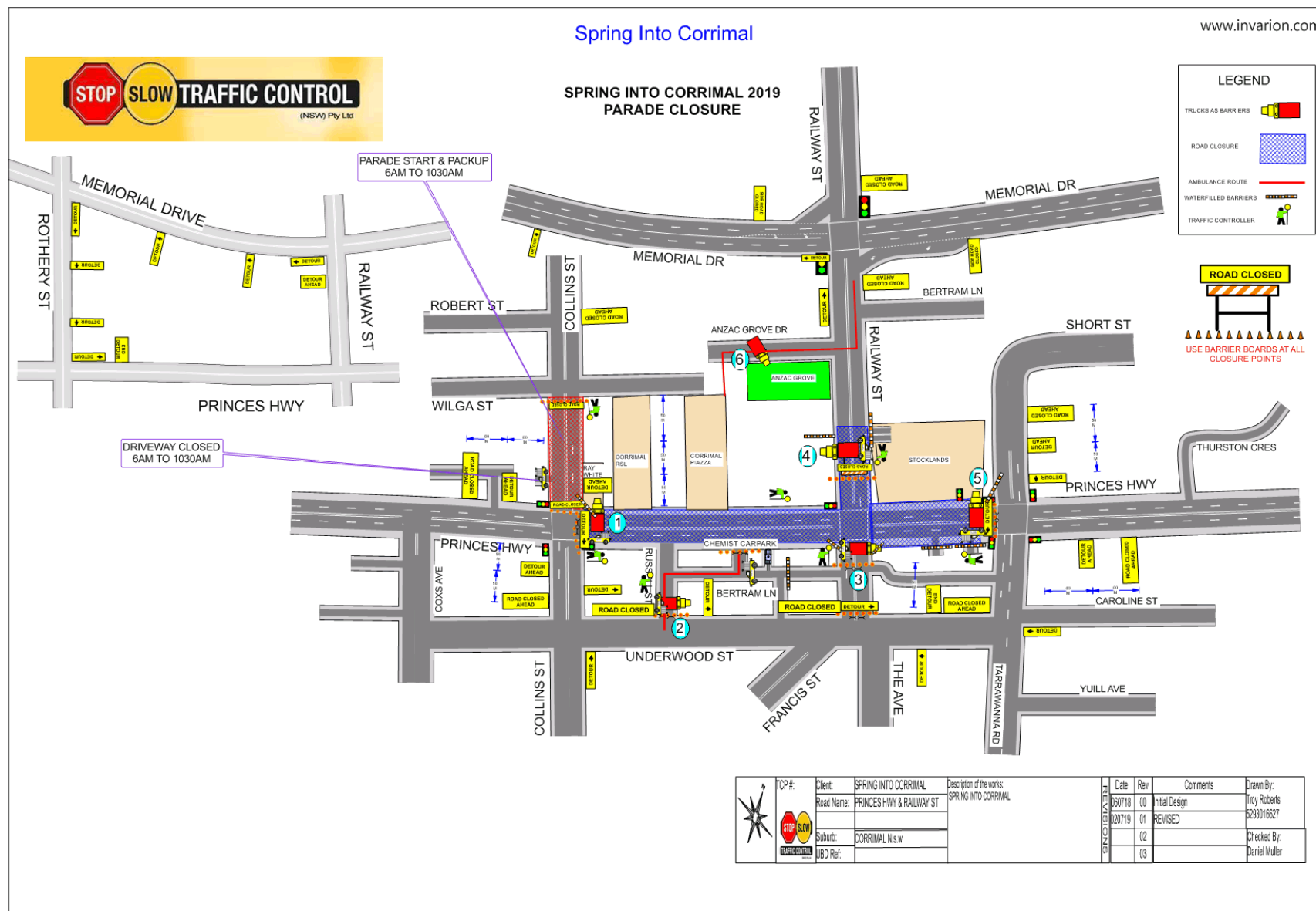
<p>Comments:</p> <ol style="list-style-type: none"> <li>1. TCP Designed as a guide only. Team leader to Select &amp; Modify TCP to suit.</li> <li>2. All signage is to be removed on completion of the works.</li> <li>3. Sign distances may vary due to obstructions, driveways etc.</li> <li>4. Traffic Controllers are to manage pedestrians as well.</li> </ol> <p>This plan is in accordance with AS 1742.3 Traffic Control Devices at work sites and The RTA "Traffic Control at work sites" manual. 4.0</p>
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Attachment 5  
St Johns School Rides Night  
Jerematta Street, Dapto





## Spring Into Corrimal



ITEM 13

BI-MONTHLY RETURNS OF DISCLOSURES OF INTERESTS AND OTHER MATTERS -  
AUGUST 2019

The Model Code of Conduct requires the General Manager to table all Returns of Disclosures of Interest lodged by persons nominated as designated persons. Returns are submitted to Council on a bi-monthly basis.

RECOMMENDATION

Council note the tabling of the Returns of Disclosures of Interest as required by Part 4 of the Model Code of Conduct.

REPORT AUTHORISATIONS

Report of: Todd Hopwood, Manager Governance and Customer Service  
Authorised by: Renee Campbell, Director Corporate Services - Connected + Engaged City

ATTACHMENTS

- 1 Returns of Disclosures of Interests (to be tabled)

PLANNING AND POLICY IMPACT

This report contributes to the delivery of Our Wollongong 2028 goal “We are a connected and engaged community”. It specifically delivers on core business activities as detailed in the Governance and Administration Service Plan 2019-20.

ITEM 14

NOTICE OF MOTION - COUNCILLOR T BROWN - WOLLONGONG CITY COUNCIL FLAG POLICY

Councillor T Brown has submitted the following Notice of Motion –

“I formally move that –

- 1 The Wollongong City Council Flag Policy be amended to reflect the recent installation of a Community Flagpole, and a community engagement framework be investigated so that community members can apply to have their charity, organisation or national flag flown to commemorate noteworthy occasions.
- 2 Staff to report back via a briefing on proposed framework within two (2) months.”

**Background provided by Councillor T Brown:**

In August 2018, Council agreed to install an additional flagpole outside the Council chambers to demonstrate support for initiatives occurring within the community or council, such as sister city visits, civic engagement, special events or other community engagement purposes.

This flagpole is now in place and a framework is needed to engage with members of the community who wish to access this opportunity.



ITEM 15

NOTICE OF MOTION - COUNCILLOR FIGLIOMENI - CRINGILA INTERNATIONAL PARK MASTERPLAN

Councillor Figliomeni has submitted the following Notice of Motion –

“I formally move that –

- 1 The Master plan for the Cringila International Park is expedited.
- 2 The Master plan incorporate the baseball fields and the proposed children’s playground.
- 3 That consideration is given to the possibility of incorporating the proposed bike trail within the existing walk trail.
- 4 The Community is consulted and involved in the development of the master plan”.

**Background provided by Councillor Figliomeni:**

The Cringila Community is a diverse and multicultural Community with a proud history of tolerance acceptance and inclusion.

This Community has for many years worked towards ensuring that services and facilities were at least comparable to those available within the general Wollongong community.

However in recent times there is the view that Cringila has been forgotten and as a result concerned citizens have voiced their concerns and arranged a number of meetings with the Lord Mayor and Ward 3 Councillors culminating in the proposed motion so that promises and commitments can be progressed to a mutually acceptable outcome.

The requests are not significant and are designed to deliver and provide a way forward for needed community services and facilities.

These motions are supported by all Ward 3 Councillors.

**ITEM 16 NOTICE OF MOTION - COUNCILLOR MARTIN - ALCOHOL FREE ZONE, CRINGILA**

Councillor Martin has submitted the following Notice of Motion –

“I formally move that staff investigate, in consultation with the Cringila community, and the Southern Local Area Command, establishing an alcohol free zone on Lake Avenue between Birmingham and Bethlehem Streets, Cringila, to ensure that street drinking adjacent to a local bottle shop can be stopped.”

**Background provided by Councillor Martin:**

Street drinking in Cringila on Lake Avenue is causing residents, including children, to avoid walking on the footpath adjacent to a local bottle shop. Discussions with authorities has confirmed that there are limitations to how they can respond unless an alcohol free zone is declared by Council. Discussions with residents has reinforced that they are uncomfortable with the current situation and would welcome Council’s support in this matter.

ITEM 17

NOTICE OF MOTION - COUNCILLOR DORAHY - IMPROVEMENT OF MAINTENANCE PROGRAMS FOR WOLLONGONG PARKS, GARDENS AND RESERVES

Councillor Dorahy has submitted the following Notice of Motion –

“I formally move that Wollongong City Council staff consider a review of the current maintenance programs to provide an upgraded strategy for ALL Wollongong’s local parks, gardens and reserves. This review to be presented at a Councillor Briefing on 25 November 2019.”

**Background provided by Councillor Dorahy:**

Though Wollongong City Council staff do a terrific job on most reserve areas, in particular those that are easily visible when walking or driving throughout the City, the lack of maintenance is most noticeable when some reserves are being maintained by residents or not maintained to an acceptable standard by Wollongong City Council staff. The major targets are those parks, gardens and reserves which are enclosed or considered away from regular pedestrian or heavy vehicular traffic, therefore *mostly unseen* by the general public.

It is incumbent on Wollongong City Council to continue the diligent maintenance of ALL parks, gardens and reserves, as part of its Community service and care for the environment and the connectivity of residents to their area. There are quite a number of parks, gardens and reserves that do not meet the level of maintenance to enable children and adults with pets to enjoy these areas.

The importance of this Motion is to ‘prove’ to the community that Wollongong City Council is connected to its residents’ needs and wants for an improved lifestyle, in order that their ability to engage with the outdoor environment is strong and easily available. It is also an important element which demonstrates Wollongong City Council’s ability to improve the service desired by the Community.

At the end of each budget year, Wollongong City Council may well make the beautification of Wollongong a priority, in utilising surplus funds.

I therefore request Councillors’ support of this Motion in requesting a presentation at the Councillor Briefing Session schedules for 25 November 2019.

ITEM 18

NOTICE OF MOTION - COUNCILLOR COLACINO - 24 HOUR CLOSURE OF BALD HILL FOR TWO (2) FOUR (4) WEEK PERIODS

Councillor Colacino has submitted the following Notice of Motion –

"I formally move that Council write to Transport NSW, the Minister for Transport and Roads – Mr Andrew Constance and the Minister for Regional Transport and Roads – Mr Paul Toole, in response to Transport NSW's call for feedback regarding the recently announced 24 hour closures of Bald Hill for two four week periods. Within council's response it should include the following points –

- 1 Council acknowledges the need for works to be done on Bald Hill, at Stanwell Park, to ensure the ongoing viability of this much needed access route down the Illawarra escarpment.
- 2 Council requests that Transport NSW give careful consideration to the impacts the closure will have on local residents, businesses and visitors, and review the proposed construction methodology with the aim of further mitigating these impacts. Specifically –
  - a The increased traffic congestion at the bottom of Bulli Pass when vehicles attempt to turn right to go up Bulli Pass during the morning and afternoon peak periods and how the closure will dramatically decrease safety for residents forced to use Lawrence Hargrave Drive.
  - b Although there is a fire brigade service at Scarborough most of the emergency services (Ambulance, Fire and Police) that help the Northern Suburbs of Wollongong are based in Helensburgh. The planned closures impact on response times and the effective delivery of those services.
  - c Consideration should be given to all of the Chemotherapy and Dialysis patients who cannot pick where they need to receive treatment and must have their treatment in Sutherland, Kogarah or other Sydney Hospitals and observe the distress the extra travel distances will add to the ordeal they go through each time they receive treatment.
  - d Ask that the Department of Health be consulted regarding the situation that some Northern Suburbs residents will endure unless alternate placement is provided at another hospital in Wollongong. Adding that these extra travel times could adversely affect the recovery of patients to their disease and the effects of treatment.
  - e The 24hr a day closure would add an extra 80 kms per day (400 kms a week) to the travel times experienced by many residents.
  - f There is going to be a huge financial cost forced onto Businesses from the lack of passing trade.
  - g There will be a massive disruption to families, with children, who need to travel north of Bald Hill to the schools at Helensburgh or the Sutherland Shire as well as the many children who travel south to the schools south of Bald Hill.
  - h Many of the Doctors and Dentists who care for the residents of the Northern Suburbs are based in Helensburgh.
  - i The seniors living facility at Stanwell Park relies on the medical services that the Medical providers in Helensburgh offer. Those medical professionals cannot be expected to care for their patients in a suitable time if they are forced to add an extra 80kms to their visit.
  - j The retail shopping at Helensburgh is heavily relied on by residents of the North. The parking at Thirroul is almost at capacity which makes its capability as the alternate shopping area difficult.
  - k Noting that many residents of the suburbs directly surrounding Thirroul use Helensburgh for day to day services.
  - l The suggestion that extra trains and buses can take up the need of extra usage is problematic because of the infrequency of the trains, especially on weekends, and the fact that buses would have to travel via Bulli Pass. Adding an extra 80 kms onto those bus trips.



- m Many of the trades-people and builders who do work in the Northern Suburbs either work in or commute to the Sutherland shire. This would add an extra 400 kms to their weekly travel times.
- n Council acknowledges the reasons pointed out within the information note contained in the RMS project website link but strongly encourages a re-investigation of possible options for opening Bald Hill to one way traffic at certain critical user times during the morning and evening to help alleviate the many problems listed above.
- o Suggest that the one way user times could be for one or two hours, in the morning and evening, and that the traffic allowed is from only the Northern Suburbs (Possibly north of Scarborough, and the 2508 Helensburgh area) and is limited to one lane up and down.
- p The two hour option might not be possible for the whole eight weeks but could be available for periods when feasible.
- q A clear scope of works be made publically available to assist the community's understanding of the project and the options available.
- r The community consultation and submissions period be extended for an extra four weeks to allow for more feedback."

**ITEM 19 NOTICE OF MOTION - COUNCILLOR MARTIN - DECLARATION OF CLIMATE EMERGENCY**

Councillor Martin has submitted the following Notice of Motion –

“I formally move that –

- 1 Council recognises we are in a state of climate emergency that requires urgent action by all levels of government.
- 2 A report or briefing be provided that includes options to best articulate how Council’s actions to combat climate change can be explained and promoted to local residents, businesses, government agencies and other stakeholders.
- 3 That the report or briefing above include, but not be limited to -
  - a Exploring the production of a ‘state of the environment’ type report that details actions council is presently undertaking or has plans or budgets for, in climate change mitigation and environmental protection
  - b Updating Council’s progress in responding to obligations under the Global Covenant of Mayors
  - c Describing how residents businesses, government agencies and other agencies will be engaged within the Global Covenant of Mayors
  - d Investigating an annual public event to help promote a-c above.
  - e Identifying options to seek ideas, project opportunities and potential partnerships to reduce the impacts of climate change on our community.
  - f Investigating cost effective local power generation, water and energy saving initiatives, waste reduction strategies and projects (perhaps through the Joint Organisation of councils) as a response to obligations under the Global Covenant of Mayors.”

**Background provided by Councillor Martin:**

As community leaders in our city, we have to admit the potential severity of the impacts of climate change on the Earth, and seek to implement changes to protect the future of our communities, and our natural and built environments and eco systems.

Our City of Wollongong is uniquely placed to work with our university, TAFE and local schools, motivated communities, industries and organisations to encourage and investigate real programs that reduce our impact on our local environmental footprint.