



Attachment Folder

Ordinary Meeting

27th February, 2007

TABLE OF CONTENTS

REPORTS OF COMMITTEES

Report of the Policy and Planning Committee – 13th February, 2007

- | | | |
|--------|--|--------|
| Item 1 | Additional item – Signage Strategy (DCP82) | Page 3 |
|--------|--|--------|

Report of the Shoalhaven Traffic Committee (Delegated Authority) – 20th February, 2007

- | | | |
|---------|--|--------|
| Item 2 | Forest Road – Linemarking (PN 2034) | Page 5 |
| Item 7 | Bus Zone / Loading Zone - Bay & Basin Leisure Centre Car Park - The Wool Road, Vincentia (PN 2161) | Page 6 |
| Item 11 | Additional Item - Regulatory Signage - Tallyan Point Road, Basin View (PN 176) | Page 7 |

ASSISTANT GENERAL MANAGER

- | | | |
|--------|---|--------|
| Item 1 | Reconstruction of Princes Highway over Conjola Mountain - Auslink Funding - Southern Councils Group | Page 9 |
|--------|---|--------|

STRATEGIC PLANNING

- | | | |
|--------|--|---------|
| Item 3 | Classification of land at Moss Street Nowra | Page 18 |
| Item 4 | Malbec Subdivision, Manyana - S94 Contributions Imposed by Minister for Planning | Page 19 |

NOTICES OF MOTION

- | | | |
|--------|---------------------------------|---------|
| Item 3 | Nowra Bomaderry Structure Plan. | Page 21 |
|--------|---------------------------------|---------|

LOCAL GOVERNMENT ACT 1993 - SECT 226

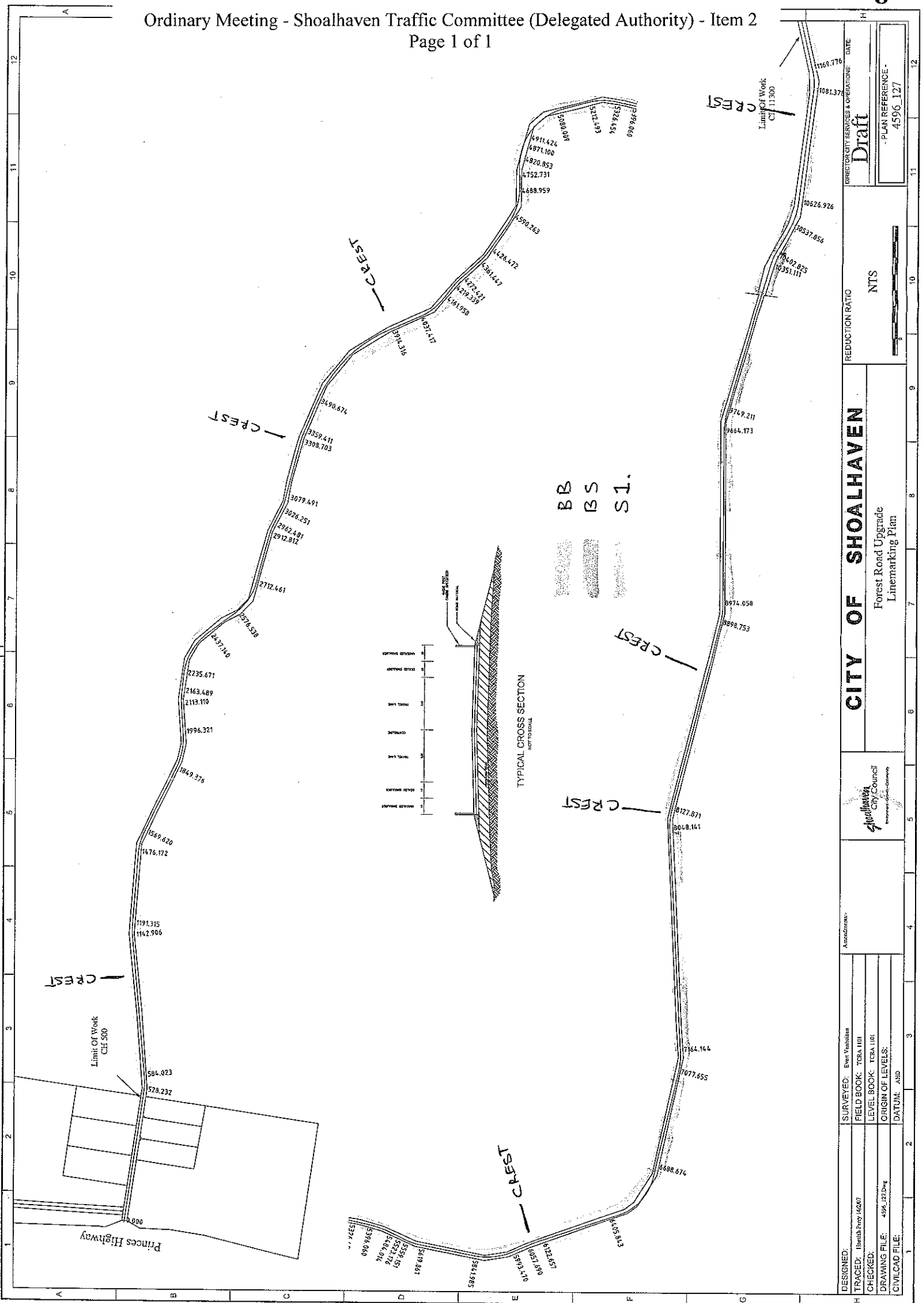
What is the role of the mayor?

226 What is the role of the mayor?

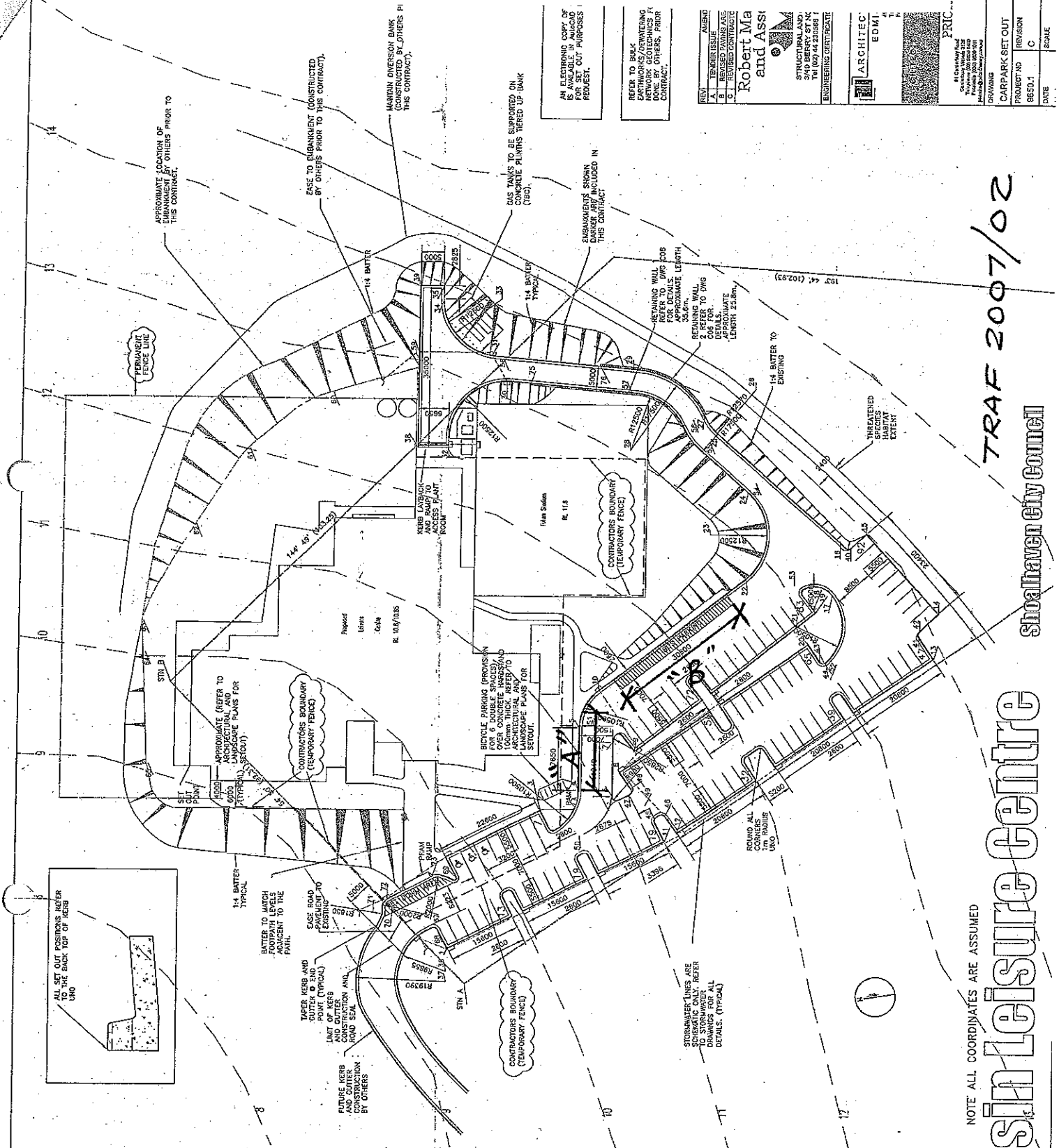
The role of the mayor is:

- to exercise, in cases of necessity, the policy-making functions of the governing body of the council between meetings of the council
 - to exercise such other functions of the council as the council determines
 - to preside at meetings of the council
 - to carry out the civic and ceremonial functions of the mayoral office.
-

Type of Development	Exemption/Performance Criteria	Other Signs	Acceptable Solutions
C. Election Signs			
Exempt (No approval required)	<p>Local Government</p> <ul style="list-style-type: none">Signs are not erected prior to nomination day for any local government election. <p>State Government</p> <ul style="list-style-type: none">Signs are not erected before writs are issued for the relevant electionSigns must comply with Section 151B of the Parliamentary Electorates and Elections Act 1912 <p>Federal Government</p> <ul style="list-style-type: none">Signs are not erected before writs are issued for the relevant election. <p>General</p> <ul style="list-style-type: none">Sign face area does not exceed 0.8 m²Maximum of two (2) single-side signs per property or one V-shaped or double sided signSigns<ul style="list-style-type: none">are erected only on private propertydo not detract from the heritage significance of the building or placedo not adversely affect traffic safetyare removed within 7 days of the conduct of an election, poll or referendumThe erection of election signs upon or over roads or on land under the control of Local, State or Federal Authorities is prohibited.<i>Note: This is an offence under Section 151B of the Parliamentary Electorates and Elections Act, 1912 and signs affixed to trees, lighting standards, guide posts or power poles in road reserves will be removed by authorised officers</i>		Proposal complies with Exemption Criteria



SET	CUT POINT (ASSUMED)	EASTING	NORTHING
SIT A	203600	43404	144403
SIT B	218517	151815	203571
1	181617	151817	203578
2	171770	142112	142115
3	172688	123579	123579
4	181529	171508	171508
5	195000	113260	113260
6	179318	115274	115274
7	187091	101552	101552
8	184089	131410	131410
9	180032	101416	101416
10	202629	164812	164812
11	167363	101023	101023
12	186078	94070	94070
13	187773	34369	34369
14	207143	84746	84746
15	227155	33120	33120
16	228423	56565	56565
17	214774	61509	61509
18	212698	68777	68777
19	211003	63541	63541
20	253535	85144	85144
21	202448	74495	74495
22	221499	81954	81954
23	223232	71459	71459
24	240193	118510	118510
25	278105	121802	121802
26	250103	131601	131601
27	251108	76076	76076
28	251108	66468	66468
29	255422	76873	76873
30	253392	81394	81394
31	207744	81394	81394
32	272323	118510	118510
33	278105	121802	121802
34	250103	131601	131601
35	250220	118042	118042
36	223251	133223	133223
37	223251	103714	103714
38	255168	85236	85236
39	146741	16210	16210
40	141482	17971	17971
41	255933	31852	31852
42	256110	51755	51755
43	203410	33875	33875
44	204152	6154	6154
45	204152	80303	80303
46	200809	10416	10416
47	172578	101418	101418
48	173313	107005	107005
49	172815	103599	103599
50	176897	103917	103917
51	171384	111807	111807
52	192700	111344	111344
53	197093	36719	36719
54	218500	66485	66485
55	252444	76147	76147
56	257486	81419	81419
57	259612	21188	21188
58	254725	11555	11555
59	201933	33751	33751
60	NOT USED	NOT USED	NOT USED
61	NOT USED	NOT USED	NOT USED
62	NOT USED	NOT USED	NOT USED
63	NOT USED	NOT USED	NOT USED
64	NOT USED	NOT USED	NOT USED
65	NOT USED	NOT USED	NOT USED
66	NOT USED	NOT USED	NOT USED
67	NOT USED	NOT USED	NOT USED
68	NOT USED	NOT USED	NOT USED
69	153593	153517	153517
70	168739	153504	153504
71	162598	153534	153534
72	182985	151428	151428
73	184588	161124	161124
74	186005	151618	151618
75	NOT USED	NOT USED	NOT USED
76	271049	111383	111383
77	272493	590	590



NOTE: ALL COORDINATES ARE ASSUMED

Bay + BasinLeisure Centre

Shoalhaven City Council

TRAF 2007/02

PRICED
#1 Centerville Road

ARCHITECTS

REV	AMEN
4	ISSUED 10/1/16

REFER TO BULK
EARTHWORKS/DEWATERING
NETWORK GEOTECHNICS
DONE BY OTHERS, PRIOR
CONTRACT.

AN ELECTRONIC COPY OF
IS AVAILABLE IN AUTOCAD
FOR SET OUT PURPOSES
REQUEST.

**Robert Ma
and Assi**



STRUCTURAL AND
3/40 BERRY ST NC
Tel (02) 44 230568 f
ENGINEERING CERTIFICATE

ARCHITECT:

EDM.

PRIC.
#1 Canterbury Road
Capeleau, Victoria 3724

Tel: +86 (020) 8205 5122
 Fax: +86 (020) 8205 1011
 E-mail: sales@chemeng.com.cn

PROJECT NO	REVISION
150 1	C

0	SCALE
100	



DISABLED ACCESS KERB RAMPS

HOLD RAIL DETAILS
NOT TO SCALE

TYPICAL SECTION OF
CONCRETE SPLITTER ISLAND
SCALE 1:10

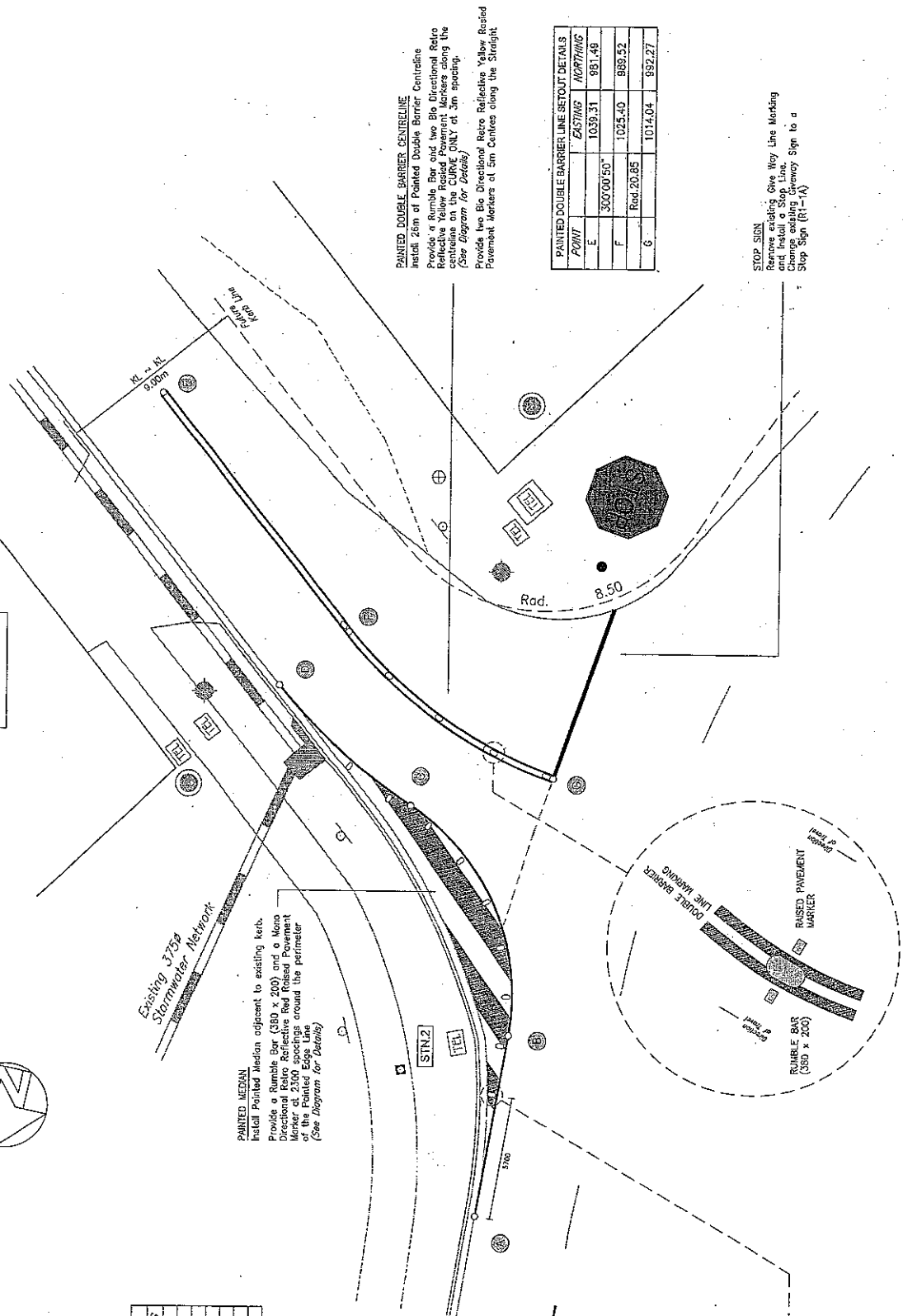
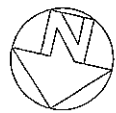
[illegible]

**** NOTE ****
As part of the Risk Assessment Process the Site Supervisor is to take all reasonable measures to ensure that the location of Services is known prior to any Construction Activity on this Site

PAINTED MEDIAN SETOUT DETAILS			
POINT	EASTING	NORTHING	
A	1009.62	1012.32	
B	1011.41	1004.01	
C	1019.70	985.90	
D	1027.42	993.03	

SHOPPING CENTRE CARPARK

STATION DETAILS			
STN	MARK	EASTING	NORTHING
1	NAL	1000.00	1071.72
2	SSM	1015.44	1007.34



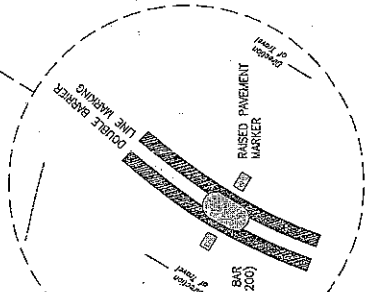
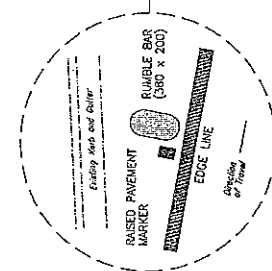
PAINTED MEDIAN
Install Painted Median adjacent to existing kerb.
Provide a Rumble Bar (300 x 200) and a Mono Directional Arrow Reflective Red Raised Pavement Marker at 2300 Centreline around the perimeter of the Painted Edge Line
(See Diagram for Details)

PAINTED DOUBLE BARRIER CENTRELINE
Install 25m of Painted Double Barrier Centreline
Provide a Rumble Bar and two Bio Directional Reflector Pavement Markers along the centreline on the CURVE ONLY at 5m spacing.
(See Diagram for Details)
Provide two Bio Directional Reflector Yellow Raised Pavement Markers at 5m Centres along the Straight

PAINTED DOUBLE BARRIER LINE SETOUT DETAILS			
POINT	EASTING	NORTHING	
E	1039.31	981.48	
F	1025.40	993.52	
G	1014.04	992.27	

STOP SIGN
Remove existing Give Way Line Marking and Install a Stop Line.
Change existing Give Way Sign to a Stop Sign (R1-1A)

SEPARATION LINE
End of Separation Line to Pedestrian Refuge
(See Sheet 4 for Details)



Shoalhaven City Council
City Council
PL 091 429 3111
FAX 091 429 3112
COUNCIL OFFICE 5000 2ND FLOOR
100 ROYAL HIGHWAY

SHOALHAVEN
City Council
PL 091 429 3111
FAX 091 429 3112
COUNCIL OFFICE 5000 2ND FLOOR
100 ROYAL HIGHWAY

TALLYAN POINT ROAD - BASIN VIEW
TRAFFIC MANAGEMENT IMPROVEMENTS

1		2		3		4		5		6		7		8		9		10		11		12	
CITY OF LOS ANGELES																							
COMMUNITY DEVELOPMENT DEPARTMENT																							
CITY SERVICES MANAGER																							
PH		PH		PH		PH		PH		PH		PH		PH		PH		PH		PH		PH	
101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111		101 429 3111	
FAX		FAX		FAX		FAX		FAX		FAX		FAX		FAX		FAX		FAX		FAX		FAX	
101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175		101 429 3175	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE		DATE	
DATE		DATE		DATE		DATE		DATE		DATE		DATE											

DATED THE DAY OF 2007

AGREEMENT

BETWEEN:

**KIAMA MUNICIPAL COUNCIL
("Kiama Council")**

AND:

**BEGA VALLEY SHIRE COUNCIL
EUROBODALLA SHIRE COUNCIL
KIAMA MUNICIPAL COUNCIL
SHELLHARBOUR CITY COUNCIL
SHOALHAVEN CITY COUNCIL
WINGECARRIBEE SHIRE COUNCIL
WOLLONGONG CITY COUNCIL**

**COLLECTIVELY KNOWN AS THE
SOUTHERN COUNCILS GROUP
("the Group")**

Prepared by:

Kearns & Garside
SOLICITORS



66 Collins Street
KIAMA NSW 2533
DX 5188 WOLLONGONG
Tel: (02) 4232 1188
Fax: (02) 4232 3419
Ref: PM:JMA 70463

THIS AGREEMENT MADE THE

DAY OF

2007

BETWEEN:

KIAMA MUNICIPAL COUNCIL of Council Chambers, 11 Manning Street, Kiama ("**Kiama Council**")

AND:

BEGA VALLEY SHIRE COUNCIL of
EUROBODALLA SHIRE COUNCIL of
KIAMA MUNICIPAL COUNCIL of 11 Manning Street, Kiama
SHELLHARBOUR CITY COUNCIL of
SHOALHAVEN CITY COUNCIL of
WINGECARRIBEE SHIRE COUNCIL of
WOLLONGONG CITY COUNCIL of
 collectively known as the **SOUTHERN COUNCILS GROUP** ("**the Group**")

RECITALS

- A. For many years Kiama Council has acted as the host Council for the Group.
- B. As host Council, Kiama Council has employed persons and provided accommodation for those persons to make funding applications, carry out administration work and otherwise perform roles on behalf of the Group.
- C. The Group is not a legal entity and cannot make applications for funding or enter into contracts in its own right.
- D. On 28 April 2006 Kiama Council (as host Council for the Group) applied to the Australian Government for funding of **TEN MILLION DOLLARS** (\$10,000,000.00) under the Auslink Strategic Regional Programme ("the Auslink Application") to carry out roadworks involving the horizontal and vertical realignment and the provision of overtaking opportunities on the section of Princes Highway between Bendalong Road and Conjola Creek Bridge over Conjola Mountain ("the Project").
- E. The Auslink Application was made with the authority of and at the direction of the Group.
- F. The Auslink Application was made with the support of the Roads and Traffic Authority of New South Wales ("RTA") based upon the RTA:
 - contributing up to **FIFTEEN MILLION DOLLARS** (\$15,000,000.00) towards the cost of the Project;
 - performing all roles under any funding agreement between Kiama Council and the Commonwealth in relation to the construction and management of the Project; and
 - indemnifying Kiama Council against any claims in relation to any funding agreement with the Commonwealth and completion of the Project.

- G. On 21 December 2006 the Australian Government wrote to Kiama Council confirming that the Auslink Funding Application had been successful.
- H. Before the funding will be released by the Australian Government to Kiama Council, Kiama Council is required to enter into a funding agreement which requires Kiama Council to perform duties and accept obligations ("the Funding Agreement").
- I. On behalf of the Group, Kiama Council is negotiating with the RTA in an endeavour to have the RTA sign an agreement by which it accepts all relevant responsibilities and obligations of Kiama Council under the Funding Agreement ("the RTA Agreement").
- J. Kiama Council has asked all members of the Group to enter into this agreement and thereby:
- confirm Kiama Council's instructions to make the Auslink Application on behalf of the Group;
 - authorise Kiama Council to negotiate with the Australian Government and the RTA in relation to arrangements to be entered into concerning the Funding Agreement, the RTA Agreement and the Project generally;
 - confirm that all legal and administrative costs associated with those matters will be met by the Group (if not paid for by other statutory authorities); and
 - indemnify Kiama Council against any claims in relation to matters arising out of the Auslink Application, the Funding Agreement, the RTA Agreement and otherwise in association with the Project.

TERMS OF AGREEMENT

1 Consideration

In consideration for Kiama Council:

- making the Auslink Application on behalf of the Group;
- obtaining funding for the Project from the Australian Government;
- liaising with the RTA in relation to the management and construction of the Project;
- entering into the Funding Agreement with the Commonwealth Government on behalf of the Group; and
- entering into the RTA Agreement on behalf of the Group

the Group provides the agreements, acknowledgments and indemnities contained in this agreement.

2 Acknowledgments by the Group

The Group acknowledges that:

- 2.1 Kiama Council lodged the Auslink Application as host Council for the Group and not on its own behalf.
- 2.2 Kiama Council is authorised to negotiate with the Australian Government in relation to the terms of the Funding Agreement and to sign the Funding Agreement as host Council for the Group.
- 2.3 Kiama Council is authorised to negotiate with the RTA in relation to the RTA Agreement and to sign the RTA Agreement as host Council for the Group.
- 2.4 Kiama Council is authorised to do all things to comply with all requirements of the Funding Agreement and the RTA Agreement.
- 2.5 because Kiama Council is acting as host Council for the Group and not on its own behalf, Kiama Council is not liable for any loss or damage suffered by any person should there be any failure to comply with any provision of the Funding Agreement, the RTA Agreement or otherwise in any way connected with the Auslink Application or the Project.

3 Indemnification of Kiama Council:

- 3.1 The Group jointly and severally indemnifies (and keeps indemnified) Kiama Council, its officers, employees and agents against any loss incurred by Kiama Council in relation to the Auslink Application, the Funding Agreement, the RTA Agreement or the Project generally, including the cost of time spent, resources used or disbursements paid by Kiama Council arising from:
 - 3.1.1 any act or omission by Kiama Council or any of its employees, agents, or sub-contractors in connection with the Auslink Application, the Funding Agreement, the RTA Agreement or the Project or anything related to the Project;
 - 3.1.2 any breach by Kiama Council of its obligations, covenants or warranties under the Funding Agreement or the RTA Agreement;
 - 3.1.3 any defect in the roadworks the subject of the Project; and
 - 3.1.4 any claim made against Kiama Council by the Australian Government under the Funding Agreement or by the RTA under the RTA Agreement.
- 3.2 Kiama Council's right to be indemnified under this clause is in addition to, and not exclusive of, any other right, power or remedy provided by law.
- 3.3 In this clause "default" means any negligence or unlawful act or omission, willful misconduct or breach of duty.

- 3.4 The operation of this clause survives the expiration or earlier termination of the Funding Agreement or the RTA Agreement.

4 Payment of Kiama Council's costs

- 4.1 In this clause "Costs" means all of the legal, administrative and other costs of Kiama Council in relation to the Auslink Application, the Funding Agreement, the RTA Agreement, this agreement and anything else related to the Project.
- 4.2 Kiama Council agrees that it will attempt to recover the Costs:
- firstly as a cost of the Project and, accordingly, from funds paid by the Australian Government under the Funding Agreement; and
 - secondly from the RTA.
- 4.3 If Kiama Council is unable to recover the Costs under the Funding Agreement or from the RTA, the Group agrees that it will be responsible for all of the Costs and will reimburse the Costs to Kiama Council within fourteen (14) days of a request to do so.

SIGNED AN AGREEMENT

SIGNED for and on behalf of KIAMA)

MUNICIPAL COUNCIL in the presence of:)

General Manager

.....

Witness

SIGNED for and on behalf of BEGA VALLEY)

SHIRE COUNCIL in the presence of:)

General Manager

.....

Witness

SIGNED for and on behalf of **EUROBODALLA**)

SHIRE COUNCIL in the presence of:)
General Manager

.....

Witness

SIGNED for and on behalf of **KIAMA**)

MUNICIPAL COUNCIL in the presence of:)
General Manager

.....

Witness

SIGNED for and on behalf of)

SHELLHARBOUR CITY COUNCIL in the)
presence of:) General Manager

.....

Witness

SIGNED for and on behalf of **SHOALHAVEN**)

CITY COUNCIL in the presence of:)
General Manager

.....

Witness

-6-

SIGNED for and on behalf of)
WINGECARRIBEE SHIRE COUNCIL in the)
presence of:) General Manager

.....
Witness

SIGNED for and on behalf of)
WOLLONGONG CITY COUNCIL in the)
presence of:) General Manager

.....
Witness

**NOTES ON DEED TO BE ENTERED INTO BY THE COUNCILS OF THE SOUTHERN
COUNCILS GROUP CLARIFYING KIAMA COUNCIL'S ROLE AS HOST COUNCIL FOR
THE GROUP**

- 1 The document should be a deed and signed under seal by all Councils.
- 2 The parties will be Kiama Council (as host Council) as to the one party and all of the Councils comprising the Group as to the other party.
- 3 Recitals will set out the history of the formation of the Southern Councils Group, the adoption of a constitution and the need for a document to cover the arrangements for Kiama Council acting as host Council.
- 4 The terms of the deed will then specify how Kiama Council assumes that role and provide protection for Kiama Council in doing so.
- 5 Kiama Council will be appointed as host Council by the Group. That appointment will be for a specified term or for an indefinite term with provision for it to be terminated by either the Group or Kiama Council.
- 6 Express provisions in relation to the funding of the Group should be included. If funding is not to be in an equal basis between all members of the Group, the basis of the funding should be noted.
- 7 How employees and premises for the Southern Councils Group are organised should be noted. If Kiama Council is employing these persons, the Group's responsibility for reimbursement of Council for employment and accommodation etc costs should be noted.
- 8 It should also be specified whether Kiama Council is to be reimbursed for other officer time expended on Group matters. If so, the basis for this reimbursement should be set out.
- 9 Because the Group is not a legal entity, Kiama Council should be expressly authorised to make applications, sign documents and otherwise do things on behalf of the Group.
- 10 Because of this role, it should be stated how direction is given to Kiama Council; most particularly in relation to funding applications. Is this by the General Managers' meeting? Is there any other process?
- 11 If there is general authority for officers of the Southern Councils Group to decide to make applications and do other things, that authority should be spelt out in this document.
- 12 If there are some projects which will not involve or relate to all Council areas, it should be stated whether the non-affected member Councils have any role in decision making; or contribute towards any costs of those projects.
- 13 If there is a way for a member Council to "opt out" of any project, the process for that opting out should be stated.
- 14 The deed must be consistent with the Constitution for the Group. It should be specifically adopted in the deed. If there are any changes needed to the Constitution, those changes should be made before the deed is signed.

(I note that, from my brief reading of the constitution, there would appear to be some errors in that document).

- 15 Importantly, there should be a general unrestricted indemnity given to Kiama Council in relation to all activities and functions which it undertakes as host Council for the Group.

Ordinary – Strategic Planning – Item 3 Page 1 of 1

1045. Land Acquisition for Road - Part of Lot B DP335109 Moss Street, Nowra

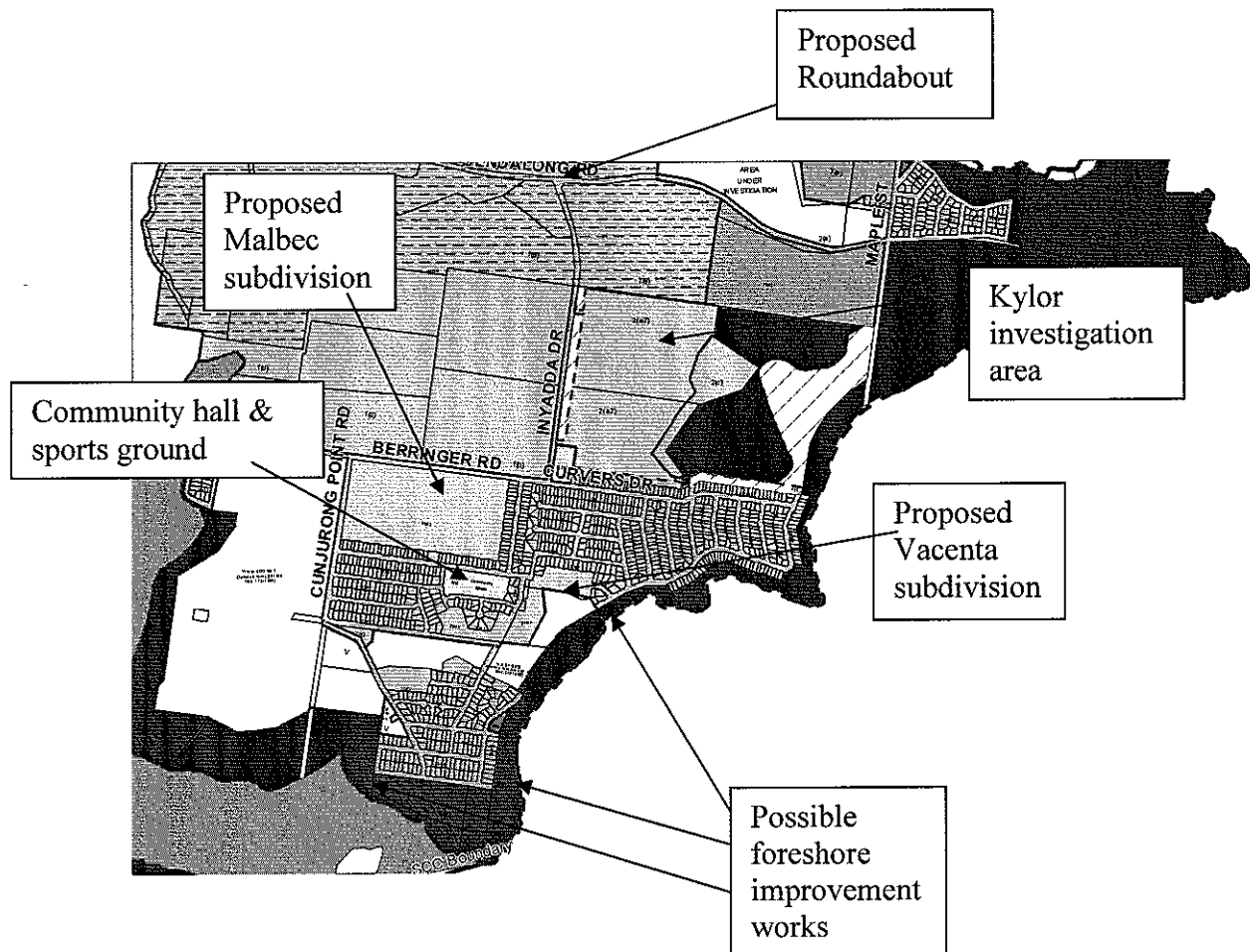
File 30363

RECOMMENDED that:

- a) Council enters into a contract for the purchase of Lot B in Deposited Plan 335109 at the price of \$475,000 (four hundred and seventy five thousand dollars);
- b) The Contract be signed by the General Manager and the Transfer be executed under the common seal of the Council of the City of Shoalhaven.
- c) The land to be classified "operational" in accordance with Sections 31 and 34 of the Local Government Act 1993.
- d) The acquisition costs including the amount of \$475,000 is to be funded from Section 94 Recoupment Funds (Roads) \$63,000 and Strategic Projects Reserve for the balance in 2006/07 with an application for Loan Funds in 2007/08 to refund the Strategic Projects Reserve.
- e) The General Manager, (Acting Director City Services) be authorised to negotiate commercial leases at the current market rental, plus GST for a term of up to four (4) years.
- f) The lease agreements be executed under the Common Seal of the Council of the City of Shoalhaven.

--o0o--

ORDINARY – STRATEGIC PLANNING – ITEM 4 PAGE 1 OF 2
Attachment 1



Extract from Environmental Planning and Assessment Act 1979**94E Directions by Minister**

- (1) The Minister may, generally or in any particular case or class of cases, direct a consent authority as to:
 - (a) the public amenities and public services in relation to which a condition under section 94 may or may not be imposed, and
 - (b) in the case of a condition under section 94 requiring the payment of a monetary contribution:
 - (i) the means by which or the factors in relation to which the amount of the contribution may or may not be calculated or determined, and
 - (ii) the maximum amount of any such contribution, and
 - (c) the things that may or may not be accepted as a material public benefit for the purposes of a condition under section 94, and
 - (d) the type or area of development in respect of which a condition under section 94A may be imposed and the maximum percentage of the levy, and
 - (e) the use of monetary contributions or levies for purposes other than those for which they were paid, and
 - (f) the preparation of joint contributions plans by two or more councils.
- (2) A consent authority to which a direction is given under this section must comply with the direction in accordance with its terms.
- (3) A consent authority must not, in granting development consent in relation to which a direction under this section applies, impose a condition that is not in accordance with the terms of the direction, despite the other provisions of this Division and despite the provisions of any contributions plan.

94EAA Contributions plans—making, amendment or repeal by Minister

- (1) The Minister may direct a council, in writing, to approve, amend or repeal a contributions plan in the time and manner specified in the direction.
- (2) The Minister may make, amend or repeal a contributions plan if:
 - (a) a council fails to approve, amend or repeal the plan in accordance with a direction of the Minister under this section, or
 - (b) a council consents in writing to the Minister making, amending or repealing the plan.

The plan, the amended plan or the repeal of the plan has effect as if it had been approved, amended or repealed by the council.
- (3) The Minister in making, amending or repealing a contributions plan under this section is not subject to the regulations.
- (4) A person cannot appeal to the Court under this Act in respect of:
 - (a) the making, amending or repealing of a contributions plan by or at the direction of the Minister under this section, or
 - (b) the reasonableness in the particular circumstances of a condition under section 94 that is determined in accordance with any such contributions plan, despite section 94B (3) or any other provision of this Act.

ADOPTED AT COUNCIL MEETING HELD ON TUESDAY 28TH MARCH 2006

c)

329. Rezoning Request, Residue Gladioli Estate, Bomaderry

1028-03 File 1404

RECOMMENDED that, in regard to the rezoning request, residue Gladioli Estate, Bomaderry:

- a) Council give in principle support to the Regional Services Corridor being moved north of Lot 51, DP 1011824, and to allow a development yield equivalent to a one acre subdivision (with the exception of the treed area).
- b) The matters raised at this Development Committee be taken into account during the final consideration of the Nowra Bomaderry Structure Plan

--o0o--

1382. (Page 11, Item 16) Draft Nowra Bomaderry Structure Plan - Exhibition Outcomes File 1028-03

This item was withdrawn and dealt with separately.

RECOMMENDED that Council adopt the Nowra Bomaderry Structure Plan with amendments as detailed in the body of the report, and forward the adopted Nowra Bomaderry Structure Plan to the Department of Planning for endorsement subject to:

- a) **Inclusion as an urban expansion area of the following:**
 - i) **The area north of Greenwell Point Road between the Ex-Servicemen's constructed golf course and Millbank Road and above the flood line;**
 - ii) **An area between the amended bypass alignment and the existing Princes Highway south of Abernethys Lane with a provision of a buffer to the Princes Highway;**
- b) **The area north of Yalwal Road east of Flatrock Road being shown as long term urban expansion.**

RESOLVED on a MOTION of Clr Willmott, seconded Clr Anderson, that the recommendations of the Policy and Planning Committee be adopted.

THE RECORD OF VOTING ON THIS MATTER WAS AS FOLLOWS:

The following Councillors voted "Aye";

Clrs, Murphy, McCrudden, Kerr, Kearney, Anderson, Willmott, Young, Watson

The following Councillors voted "No";

Clrs Finkernagel, Rudd, Green, Ward, Bates.

considered as part of the LEP process.

2. Shoalhaven Water

The submission provides minor amendments required to the Structure Plan document with respect to water supply and sewerage matters. Revised timing for the augmentation of the water supply network required to meet anticipated demands has been provided, and minor corrections in this regard have been provided. These corrections are included in the "Proposed Amendments to the Written Document" section of the report.

3. Community and Operations Group

The submission mainly relates to minor typographic or administrative changes to the document and these have been incorporated in the amendments made to the Structure Plan document as discussed in to that section of this report.

Late Submissions

Four late submission were received. These are summarised below:

1. Landowner requesting consideration of the inclusion of their property in Moss Vale Road North New Living Area. The content of the letter was very similar to an earlier submission.. As such, it is considered that their request has been adequately considered.
2. Landowner in the Crams Road New Living Area providing an update on the environmental studies being undertaken. This has been noted and will be further considered at the LEP stage.
3. Nowra Aboriginal Land Council advising that they wish to be actively involved in the planning process, particularly in regards to landholdings at North Nowra and Bangalee. This has been noted and ongoing liaison with the Nowra Aboriginal Land Council will be facilitated as part of the LEP process.
4. Landowner requesting a rezoning of land at South Nowra from residential to commercial. This issue had already been raised at the Councillor Briefing and is discussed in the next section.

Proposed Amendments to Draft Structure Plan

As a result of further investigations, consideration of submissions, and the outcomes of the Councillor Briefing, the following amendments to the Draft Structure Plan are proposed:

Western Bypass

Council resolved on 28th March 2006 to give in principle support to the Regional Services Corridor being moved north of Lot 51 DP 1011824, and that this was to be taken into account during the final consideration of the Nowra Bomaderry Structure Plan. Based on this, further work was undertaken to determine the feasibility of realigning of the Western Bypass.

The alignment advertised in the Nowra Bomaderry Structure Plan documentation was prepared as a revised version of the earlier alignment adopted by Council in 1992 (as currently shown on Section 149 Certificates) with the intention of maximising available land for development both north and south of Moss Vale Road.

Following a Council resolution in relation to residue land at the Gladioli Estate a review of the alignment has been undertaken to determine whether the alignments would :

- a) meet satisfactory road design criteria (horizontal and vertical alignment) for a high speed controlled access bypass;

- b) be in location conducive to grade separation of local access roads (such as Taylors Lane, Moss Vale Road, Bells Lane) to ensure local accessibility can be sustained in future when Bypass constructed; and
 - c) least cost taking into consideration construction costs and environmental impacts.
- # As a result of the review, an additional alignment (the new proposed alignment as shown in grey on Attachment "B") was produced as the 'eastern most' alignment possible to achieve the design and level objectives. It was noted that an alignment any further to the east of the new proposed alignment would not be possible (grade separation objectives could not be met). Further, It was noted that an alignment any further to the west of the proposed alignment would :
- a) encroach further into proposed land stock;
 - b) encroach further into existing forested land and towards an existing large dam structure on Lot 4 DP 268209; and
 - c) involve higher construction and environmental costs and accordingly would not be desirable, but possible from a road design perspective.

This realignment will impact on the Moss Vale Road North and South New Living Areas. Moss Vale Road North will be reduced by 9.6ha or approximately 110 lots with a small residue east of the highway. Moss Vale Road South will be reduced by 11.3ha or approximately 130 lots with a residue east of bypass. The residue areas east of the bypass, together with land gained from the changed alignment have potential to provide medium density housing in close proximity to the proposed commercial development which is desirable and allows for 11.2 ha or 224 lots as compensation for the reduction caused by the realignment. Therefore the net loss is only approximately 16 lots. This is discussed in more detail in the next section of the report.

The preferred alignment following the subsequent review of the Western Bypass alignment is therefore the alignment shown in grey on Attachment "B". This realignment complies with the resolution of Council in March 2006 for "the Regional Services Corridor being moved north of Lot 51, DP1011824, and to allow a development yield equivalent to a one acre sub-division (with the exception of the treed area)". This can be seen on Attachment "B".

Moss Vale Road South New Living Area

In response to the large number of submissions received in regard to visual impact on Cambewarra Village, further detailed investigations were warranted. These investigations focused on view lines from Cambewarra Village towards the new living area and vice versa, therefore site survey work was undertaken.

Due to the well vegetated riparian buffer which provides an effective screen adjacent to Good Dog Creek, it was determined that there are possibly only two dwellings within Cambewarra Village that would potentially be directly visually impacted by the proposed new living area. It appears that the main issue is therefore one of amenity and the retention of Cambewarra Village as a separate entity. To the residents, Main Road is considered to be the entrance to Cambewarra Village. To ensure amenity, and to maintain an effective distance between the village and the new living area, the following is considered appropriate:

- provide a larger buffer or setback along Main Road;
- revise the boundaries of the new living area so that it finishes short of the intersection with Main Road; and

