NOTICE OF SPECIAL COUNCIL MEETING

Notice is hereby given that a Special Meeting of Council will be held on Thursday 28 September 2017 in the Council Chambers, 43 – 51 Tanunda Road, Nuriootpa, commencing at 5.00pm

Martin McCarthy
CHIEF EXECUTIVE OFFICER
THE BAROSSA COUNCIL

AGENDA

1. THE BAROSSA COUNCIL

1.1 Welcome Mayor Sloane - meeting declared open
1.2 Present
1.3 Leave of Absence
   Cr Michael Seager
1.4 Apologies for Absence
   Cr Margaret Harris
   Cr Scotty Milne
   Cr Mark Grossman

2. DEBATE AGENDA

2.1 CHIEF EXECUTIVE OFFICER

   2.1.1 Fund My Neighbourhood – Budget and Long Term Financial Plan Considerations
   2.1.2 Angaston Railway Project – Open Space Grant Opportunity

2.2 WORKS AND ENGINEERING SERVICES

   2.2.1 Deed of Infrastructure for Springwood Development – Carlton and Balmoral Road Intersection
3  CONFIDENTIAL AGENDA
   Nil

4.  NEXT MEETING
   4.1      Tuesday 17 October 2017

5.  CLOSURE
2.1 DEBATE AGENDA – CHIEF EXECUTIVE OFFICER

2.1.1 FUND MY NEIGHBOURHOOD – BUDGET AND LONG TERM FINANCIAL PLAN CONSIDERATIONS

B6724
Author: Director, Community Projects

PURPOSE

The State Government’s Department of Premier and Cabinet (DPC) is running the “Fund My Neighbourhood” grant programme to allocate $40 million of funding for community projects over the next 2 financial years.

To seek Council agreement ‘in principle’ to the projects that have been nominated by residents and received by State Government as part of the ‘Fund My Neighbourhood’ State Government Funding Programme prior to a public vote for projects.

RECOMMENDATION

That Council
(1) Provides in principle support for the projects as recommended in Attachment 1 – List of nominated projects – Fund My Neighbourhood Trim ref: 17/71926 for inclusion in the ‘public voting’ as part of the ‘Fund My Neighbourhood’ programme in the terms sought by the Department of the Premier and Cabinet.

(2) Notes that there will be potential budget implications if projects are successful in the public vote and proceed to executed agreements with the Department of Premier and Cabinet and confirms that these will be dealt with by way of adjustment in future quarterly budget review processes when any successful projects are confirmed and financial impacts quantified.

REPORT

Background

The State Government ‘Fund My Neighbourhood’ Programme is a $40 million participatory budgeting programme that gives South Australians the power to nominate and vote for projects to improve their neighbourhoods. The funding is being provided in 2 separate ‘rounds’ with Round 1 nominations having closed on 8 September 2017.

Participatory budgeting is where the community decides how government funding is allocated. ‘Fund My Neighbourhood’ allows South Australians to nominate and vote for projects to improve their local neighbourhood.
In the ‘ideas phase’, South Australians aged 18 years and over suggested projects to improve their local neighbourhood.

In the ‘voting phase’, South Australians aged 18 years and over can vote for the projects they want to see funded in their local neighbourhood. The projects that receive the most support in each region will be offered funding.

Projects must align with the program’s objectives: to improve local neighbourhoods, be accessible to the community and be capable of being completed within twelve months (with one-off funding). Projects are ineligible if all, or part, are already included in a Council’s 2017/18 Budget.

Applicants were able to seek funding of between $10,000 and $150,000 for their idea. Funding for initiatives can only be provided to eligible organisations with which the State Government can enter a legally binding grant agreement and that have an ABN. These include:

- Incorporated community groups under the Associations Incorporation Act 1985 or similar.
- Incorporated and registered not-for-profit organisations (e.g. a registered charity, social enterprise).
- Schools, kindergartens and child care centres.
- Community sporting/recreation clubs.
- Local councils.

An idea cannot be funded unless in due course it is sponsored by one of these organisations that are eligible to receive the funding.

Local neighbourhood groups can work with residents to develop ideas but the idea must be submitted by a local resident.

**Discussion**

The ‘ideas phase’ where residents had an opportunity to nominate projects for consideration as part of the first round of funding under the ‘Fund My Neighbourhood’ project closed on Friday 8 September 2017.

During the ‘ideas phase’ some applicants sought liaison with Council staff prior to lodging an application. All applications (whether liaison occurred or not) identified as relevant for potential Council sponsorship or sited on Council land have been referred to Council Administration by the Department of the Premier and Cabinet (DPC), with assistance from the Local Government Association (LGA).

**Attachment 1** is a list of all nominated projects on Council land. It includes:

- a brief summary of Officers’ comments on the considerations relating to each submission
- details of where additional, estimated capital funds from Council may be required to deliver the specified works
- Approximate costs of projects
- Approximate whole of life costs of projects (i.e. this includes items such as: annual maintenance / operating costs; insurance; depreciation; resource costs)
- Officer recommendations to support or not support a submission
- At the end of the table is a summary of the total estimated capital funds required to support all the submissions and the estimated unbudgeted whole of life costs. This is unlikely to eventuate as not all submissions will be funded but it documents the absolute worst case scenario.
DPC has sought a Council response on projects asking primarily whether Council is prepared to be sponsor (receive a grant and manage the project) or not, and whether, as land owner, Council is prepared to see the project go to the ‘voting phase’ or not. This feedback is required to be communicated to the DPC prior to 6 October 2017. Note that projects deemed ineligible, or which are sponsored by another organisation and which are not located on Council land have not been referred to Council and hence are not included in the attachment.

In mid-October, the ‘public voting’ for projects will be undertaken over an approximate 4-5 week period. The ‘voting’ process is yet to be confirmed but information on the logistics of this will be released closer to the ‘live voting’ stage in October.

In November/December the successful projects will be announced and grants offered with works to be completed within 12 months of notification.

It should be noted that where Council has been nominated as a ‘sponsor’, the funding for each successful project will then be forwarded to Council to project manage and deliver; depending on the specific project this may include design, development approvals, consultation and construction. These costs can be included in a project budget.

DPC has sought Council responses in the form of two key questions subject to the caveats listed below:

1) Council is willing to be the sponsor/grant recipient and manage this project if approved (for those projects where Council is the logical sponsor);

2) Council supports this project to proceed to public voting phase (for projects on Council land.)

Caveats:
a) All statutory approvals are obtained at a later time
b) Formal Council land owner approval is obtained at a later time
c) The Council may negotiate project details at a later time (i.e. an adjustment to the site)
d) The cost estimate may be subject to revision due to issues related to the specific site. (e.g. provision of power or water to the site)
e) If the project is to be sponsored by a leaseholder of the Council, that the terms of the lease are upheld.

The LGA has also advised that “if you do have serious reservations about a project backed by clear reasons, it may be better not to support a project at this point, rather than to do so later when community expectations have increased.” It has also noted that some projects may require development beyond the timeframes allowed in Round 1 and hence applicants could work with Council to further develop a project for Round 2.

There may be some community expectation that Council works to achieve a “fair share” of applications given the very high level of competition for grants. Some 2500 applications were made by the public across SA.

Statutory Approvals
DPC has recognised that some projects may trigger requirements for approvals under various pieces of State Legislation. Those approvals will need to be managed
after a project is approved. Such legislation may cover Development and Environment/Heritage considerations or other approvals which may be handled by Council or state agencies.

**Summary and Conclusion**
The State Government ‘Fund My Neighbourhood’ Programme is a $40 million participatory budgeting programme that gives South Australians the power to nominate and vote for projects to improve their neighbourhoods. The funding is being provided in two separate ‘rounds’ with Round 1 nominations closed on September 8, 2017.

Subject to Council support the listed projects recommended by the Officers will proceed to the ‘voting’ phase of the project where the projects will be ‘voted’ on by the community. Each successful project (unless on private land) will then be subject to a grant agreement with Council to project manage and deliver.

Officers now seek Council’s agreement in principle to the projects that have been nominated by residents and received by State Government as part of the ‘Fund My Neighbourhood’ State Government Funding Programme prior to a public vote for projects.

**ATTACHMENTS OR OTHER SUPPORTING REFERENCES**

Attachment 1 List of nominated projects – Fund My Neighbourhood

**COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS**

**Community Plan**
- Natural Environment and Built Heritage
- Community and Culture
- Infrastructure
- Health and Wellbeing
- How We Work – Good Governance

**Corporate Plan**
1.2 work toward developing township, streetscapes, entrances and open spaces that are attractive, welcoming and maintained to an agreed level of service
2.3 Support and promote community involvement and networks and provide opportunities for participation in local decision making
2.6 Provide, promote and support community arts and cultural events, programs, attractions and services.
3.1 provide regional and local walking and cycling connections between open spaces.
3.2 ensure Council’s parks, gardens and playgrounds are accessible, relevant and safe and maintained to an agreed level of service.
3.3 Ensure Councils sporting, recreational and leisure grounds and playing arena and associated programs meet the current need of the community to an agreed level of service.
3.9 Ensure Council facilities and assets are accessible, safe and maintained to an agreed level of service.
3.11 advocate for the allocation of State and Federal funding to maintain and invest in infrastructure within our region.

4.1 Deliver and promote health and wellbeing initiatives in line with the Public Health Plan

6.4 Ensure that decisions regarding expenditure of Council’s budget are based on an assessment of whole of life cost, risks associated with the activity and advice contained within supporting plans.

Legislative Requirements
The form of grant agreement has not yet been provided but is expected to be a standard State agreement.

Local Government Act 1999
Development Act 1993

FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

Financial
As is typical with capital grants, Council will receive the benefit of the capital grant (for projects which might otherwise become future demands on Council) while assuming the long-term cost of maintenance and renewal of assets. Any such additional costs would need to be incorporated in due course (where relevant) into a Council’s long-term financial plan and infrastructure and asset management plan. There will be an impact on Council resources to be able to deliver and project manage the ‘voted’ projects on Council land and that may not be fully covered by the grant. As described above, this may be relevant over future years as well, depending upon maintenance and renewal costs and impact Council’s Long Term Financial Plan.

Any additional funds required will be funded from Council’s cash reserves or potentially future financial years discretionary spend. Council approval for additional expenditure will affect Council’s end of year results and cash position. Not all projects will be successful. An estimate of highest possible cost impacts is included at the end of Attachment 1.

Given the time and resource constraints imposed by the implementation of the scheme, the level of due diligence reporting stipulated in Council’s Budget and Business Plan Review Policy and Process has not been completed. The Chief Executive Officer has advised Officers that diversion from the Policy is necessary due to these factors and that the information provided in Attachment 1 is a reasonable approach.

Resource
Implementation of any successful projects within the required timeframes may impact the capacity of resources to deliver existing programmes of work. This will need to be included in the risk assessment for individual projects when further details of successful projects are known. This may also impact delivery of Budget in 2017/18.

Risk Management
In addition to Financial and Resource risks outlined above, normal risk assessment process as applied to any Council project will be required.

COMMUNITY CONSULTATION
Nominated projects will have an impact on the community with potentially new facilities and assets installed and consultation may be required with affected communities prior to implementation.
<table>
<thead>
<tr>
<th>#</th>
<th>Project Title</th>
<th>Short Description</th>
<th>Location</th>
<th>Is Council the logical sponsor?</th>
<th>Officer Comments</th>
<th>Approximate upfront costs NB: maximum Fund My Neighbourhood Grant amount $150k</th>
<th>Approximate Whole of Life Costs Per annum (incl: depreciation, aggregated replacement, insurance)</th>
<th>Officer recommendation (yes/no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Community Healthy Lifestyle Hub</td>
<td>Health promotion through outdoor exercise equipment stations and diet</td>
<td>Old Talunga Park</td>
<td>Yes</td>
<td>Aligns with Community Plan. Being incorporated into updated draft master plan for Talunga / Old Talunga Park (The Big Project)</td>
<td>$55,000</td>
<td>$2,000</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Footpath Upgrade for active families</td>
<td>Upgrade the footpaths around our neighbourhood to encourage active families</td>
<td>Angaston</td>
<td>Yes</td>
<td>Extensive discussions with applicant. Works team has narrowed down area of additional works to the continuation of recently completed footpath works on Sturt St (between French St and Evans St) to be continued on to Gramp Avenue to provide pedestrian access from vicinity of Hodder St / Gramp Ave / Neldner Ave back to main street if Fund My Neighbourhood bid successful. 295m x 2m x $59m x 1.5 = $50k</td>
<td>$50,000</td>
<td>Within existing mrice budget</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Bus Seats and Shelters</td>
<td>Erect bus seats with shelter at designated sites in Nuriootpa</td>
<td>Nuriootpa</td>
<td>No</td>
<td>Not a Council service. Sets precedent for other stops where no signage or shelters. Shouldn't this be the responsibility of the private operators and Council happy to provide advice to assist?</td>
<td>Not assessed</td>
<td>Not assessed</td>
<td>No</td>
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<tr>
<td>4</td>
<td>Dog Park</td>
<td>A local Dog park where dogs and people can play</td>
<td>Nuriootpa</td>
<td>Yes</td>
<td>Aligns with Community Plan but Council has not been supportive or seen this as a priority when new initiatives or requests raised in the past. There are multiple public open spaces where dogs can be run off leash provided they are managed in accordance with the Dog and Cat Management Act.</td>
<td>$100,000 to $300,000</td>
<td>$15,000</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Adventure Park</td>
<td>A park that has climbing walls, obstacle courses, mazes</td>
<td>Lyndoch</td>
<td>Yes</td>
<td>Aligns with Community Plan. Included in Angaston Railway Precinct Master Plan. Discussion with applicant and she is happy for this to be promoted at the Angaston Railway site. Feasibility study costings for master plan set at $630k but can be phased. Full scale of project will taken 18 to 24 months to implement.</td>
<td>$150,000</td>
<td>$5,000 to $8,000</td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>Gordon Street Community Food Street</td>
<td>Fruit, vegetables and herbs for our community wellbeing</td>
<td>Nuriootpa</td>
<td>No</td>
<td>Not assessed</td>
<td>Not assessed</td>
<td>Not assessed</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Barossa Bushgardens Sculptures</td>
<td>Competition for three public art sculptures highlighting Barossa native flora</td>
<td>Nuriootpa</td>
<td>Yes</td>
<td>Aligns with Community Plan. Not clear whether any consultation with neighbours has occurred. Check any concerns / risks with proximity to school during heavy traffic periods.</td>
<td>$5,000 to $10,000</td>
<td>$1,000</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>Potholes on Moculta Road</td>
<td>Fix up the potholes on Moculta Road</td>
<td>Moculta</td>
<td>Yes</td>
<td>Scheduled in for inclusion in current operational budget works 17/18. Customer Request raised</td>
<td>n/a</td>
<td>n/a</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>Park</td>
<td>Park or playground created on the reserve</td>
<td>Maple Avenue</td>
<td>Yes</td>
<td>Aligns with Community Plan. Site identified is a detention basin, so considerations for 1 in 100 year flood levels. Cost includes site preparation and cost of purchase of equipment – medium scale site.</td>
<td>$50,000</td>
<td>$5,500</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>Extension of bike/walking track</td>
<td>Extension of bike/walking track down Bethany Rd</td>
<td>Tanunda to Bethany</td>
<td>Yes</td>
<td>Aligns with Community Plan. Civil works required to prepare rubble base and drainage for new path, assume 2.5m wide shared use path from Murray St to Menge Rd – 2km distance. $60 to $100 per m² Council will have to top up funding to the tune of $150k to $350k</td>
<td>$300,000 to $500,000</td>
<td>$10,000 to $20,000 (ramps up after yr 5)</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Vivian Lewis Harris Reserve Irrigation</td>
<td>Provide irrigation to Vivian Lewis Harris Reserve</td>
<td>Williamstown</td>
<td>Yes</td>
<td>Aligns with Community Plan. Water meter located within close proximity. Figures based on range of irrigation from 50 to 100%. Whole of life costs (particularly watering, mowing) increase with extent of service so may not be justified to irrigate entire area</td>
<td>$30,000 to $70,000</td>
<td>$3,000 to $6,000</td>
<td>Yes</td>
</tr>
<tr>
<td>12</td>
<td>Court Sweepers</td>
<td>Soak up water quickly and safely on our local courts (tennis/netball)</td>
<td>Tanunda Oval</td>
<td>Yes</td>
<td>Could be auspiced by Tennis or Netball clubs – they would then be responsible for whole of life costs, insurance.</td>
<td>$10,000</td>
<td>$750</td>
<td>Yes</td>
</tr>
<tr>
<td>13</td>
<td>Wind Shelters</td>
<td>Protect players from wind on our local courts</td>
<td>Tanunda Oval</td>
<td>Yes</td>
<td>Further discussion to look at branding / presentation options for proposed wind breaks and to understand lifespan and address concerns that they will become weathered and dirty. Not clear the</td>
<td>$20,000</td>
<td>$4,000</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Improvements to Nuriootpa Skatepark</td>
<td>Provide shade covering and other improvements to Nuriootpa Skatepark</td>
<td>Nuriootpa</td>
<td>yes</td>
<td>Aligns with Community Plan and potential Master Plan for Nuriootpa Swimming Pool. Council report on this item pending for upgrade works. Shade cover not supported.</td>
<td>$100,000 to $150,000</td>
<td>$5,000 to $7,000</td>
<td>Yes</td>
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<td></td>
<td>Tennis Court renovation</td>
<td>Complete renovation of 2 full size and 1 single court</td>
<td>Old Talunga Park, Mount Pleasant</td>
<td>yes</td>
<td>Aligns with Community Plan and potential master plan for Talunga Park / Old Talunga Park. Nil put on hold from 17/18 budget due to The Big Project. Courts are in extremely poor condition. Netball club recently revived in Mount Pleasant and cannot play on these courts (risk issues). MP Inc has added in provision for lights to enable Netball practice in the winter. Will take the submission above the $150k threshold. Council will have to top up funding by up to a further $60k.</td>
<td>$180,000 to $200,000</td>
<td>$20,000 (based on resurfacing every 7 years)</td>
<td>Yes</td>
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<tr>
<td></td>
<td>More bike paths, more safety</td>
<td>Bike and pedestrian paths needed on dangerous narrow roads</td>
<td>Light Pass Road, Angaston</td>
<td>yes</td>
<td>Aligns with Community Plan. Civil works required to prepare rubble base and drainage for new path, assume 2.5m wide shared use path from the existing Nuri to Angaston bike path to Angaston Rd, a distance of 1.6km. Assume between $60 to $100 per m². Council will have to top up funding by up to a further $100k.</td>
<td>$150,000 to $250,000</td>
<td>$5,000 to $10,000 (ramps up after yr 5)</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Local dog park</td>
<td>Local fenced park to allow dogs to run free</td>
<td>Grigg Reserve, Yetti Rd, Williamstown</td>
<td>yes</td>
<td>Aligns with Community Plan but Council has not been supportive or seen this as a priority when new initiatives or requests raised in the past. There are multiple public open spaces where dogs can be run off leash provided they are managed in accordance with the Dog and Cat Management Act.</td>
<td>$100,000-$300,000</td>
<td>$15,000</td>
<td>No</td>
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<tr>
<td></td>
<td>Floating launch facility at Warren Reservoir</td>
<td>SA water gave Barossa Council permission to open Warren reserve</td>
<td>Williamstown</td>
<td>yes</td>
<td>Already within Council budget to deliver for 2017/18. Delays due to additional negotiations on road turning treatment requirements. Public may be frustrated at perceived lack of completion.</td>
<td>-</td>
<td>-</td>
<td>No – already in hand</td>
</tr>
<tr>
<td></td>
<td>Youth skate park incorporating special needs and leisure landscaping</td>
<td>Skate park located in Tanunda Township including special access options</td>
<td>Tanunda</td>
<td>yes</td>
<td>Aligns with Community Plan. Council has been discussing location of a range of skate/bmx/pump track facilities. Community consultation required. Possible use of Will Noack Reserve.</td>
<td>$100,000</td>
<td>$15,000</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Reflective Maze</td>
<td>Creating a sensory art installation for children to explore</td>
<td>Barossa Visitor Centre / Tanunda</td>
<td>yes</td>
<td>Aligns with Community Plan. Proposed site at the front of Visitor Centre not supported. May be other sites ie: Tanunda Rotunda or does it fit better with Labyrinth project at Bushgardens?</td>
<td>$15,000</td>
<td>$1,000</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Nuriootpa dog Park</td>
<td>Dog park in Kokoda Rd Nuriootpa</td>
<td>Memorial Avenue / Kokoda Rd Nuriootpa</td>
<td>yes</td>
<td>Aligns with Community Plan but Council has not been supportive or seen this as a priority when new initiatives or requests raised in the past. There are multiple public open spaces where dogs can be run off leash provided they are managed in accordance with the Dog and Cat Management Act.</td>
<td>$100,000-$300,000</td>
<td>$15,000</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Mount Pleasant CWA garden and rotunda</td>
<td>Central outdoor social space gathering place for Mt Pleasant community</td>
<td>CWA Hall Mount Pleasant</td>
<td>yes</td>
<td>Aligns with Community Plan. Depending on scale of structure development consent may be required.</td>
<td>$40,000</td>
<td>$2,000</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Cycling / Walking Community Safety Link</td>
<td>Cycling and walking link to bypass busy intersection</td>
<td>Queen St to Fromm Square Williamstown</td>
<td>yes</td>
<td>Aligns with Community Plan. Assume a 2.5m wide shared use path along existing road reserve, length circa 1km. The project will need to consider drainage, signage and seat furniture.</td>
<td>$150,000</td>
<td>$5,000 (ramp up after 5 yrs)</td>
<td>Yes</td>
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<tr>
<td></td>
<td>Skate Park in Williamstown</td>
<td>Build skate park / bike park in Williamstown</td>
<td>Williamstown</td>
<td>yes</td>
<td>Aligns with Community Plan. Council has been discussing location of a range of bmx/pump track facilities. Community consultation required. Suggest pump track. Possible location in Victoria Creek reserve. Community consultation required</td>
<td>$80,000</td>
<td>$10,000</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Bike track from Williamstown to Barossa track in Lyndoch</td>
<td>Extend the Barossa bike track from Lyndoch to Williamstown</td>
<td>From Saint Jacobi school to Williamstown</td>
<td>yes</td>
<td>Aligns with Community Plan. 6km extension. Possible drainage and roadside vegetation issues. $60 to $100 per m². Council will have to top up funding by up to a further $750,000 to $1,350,000.</td>
<td>$900,000 to $1.5 million</td>
<td>$60,000 to $135,000</td>
<td>No</td>
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<tr>
<td></td>
<td>Lyndoch cricket club turf wicket</td>
<td>Install turf wicket at the Lyndoch oval</td>
<td>Lyndoch Oval</td>
<td>yes</td>
<td>Aligns with Community Plan and Southern Barossa Master Plan. Nil on hold due to The Big Project and not clear on final location of wicket. No turf wicket means demolition of club to lower grade in interim with effect from 2018/19 season.</td>
<td>$15,000</td>
<td>$2,000</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Corner of Third Avenue / The new climbing wall is not</td>
<td>Yes</td>
<td>Third Avenue</td>
<td>yes</td>
<td>Aligns with Community Plan.</td>
<td>$20,000</td>
<td>$2,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Project Name</td>
<td>Description</td>
<td>Location</td>
<td>Funding</td>
<td>Development Approvals</td>
<td>Additional Council funding of</td>
<td>Whole of life cost per annum</td>
<td></td>
<td></td>
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<tr>
<td>Angas Street – Tanunda playground park upgrade</td>
<td>Install outdoor adult exercise equipment around Tanunda.</td>
<td>Tanunda</td>
<td>$55,000</td>
<td>Yes</td>
<td>$2,000</td>
<td>$2,000</td>
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</tr>
<tr>
<td>Road Crossings</td>
<td>Road crossings Either footbridge or traffic lights.</td>
<td>Old Kapunda Road, Nur (area of Centenary Ave and Foodworks store)</td>
<td>$50,000</td>
<td>No</td>
<td>$3,000</td>
<td>No</td>
<td></td>
<td></td>
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<tr>
<td>Cross Street Angaston</td>
<td>One way street and school crossing</td>
<td>Cross Street Angaston</td>
<td>Detailed cost to be provided is Council wishes to support</td>
<td>No</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moculta Tranquility Trail</td>
<td>A discovery trail of art, culture and nature</td>
<td>Truro Rd, Moculta</td>
<td>$80,000</td>
<td>Yes</td>
<td>$5,000</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finish the Jack Bobridge Bikeway</td>
<td>Please finish the Jack Bobridge track on the Gawler end</td>
<td>Gawler/ Kalbeeba</td>
<td>$255,000</td>
<td>Yes</td>
<td>$20,000</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moculta Arts and Culture Hub</td>
<td>Develop a community arts and cultural workshop and display space</td>
<td>Moculta Town Hall</td>
<td>$180,000</td>
<td>No</td>
<td>$8,000</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mt Mckenzie Hall community garden</td>
<td>Establish a native garden and rainwater reserve for fire fighting</td>
<td>Mount McKenzie Hall</td>
<td>Project submission refers to CFS installing. Allowance made to provide for commercial installation if volunteer installation is not manageable. (so increase in estimated cost from $17.5 to $15k)</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modular Pump track</td>
<td>Engage all children in the local community to be active</td>
<td>Kalbeeba</td>
<td>$30,000-80,000</td>
<td>Yes</td>
<td>$5,000</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Angaston Railway Carriages Youth Pop up Place &amp; Cinema</td>
<td>Convert railway carriages into outdoor multi use youth and community facilities</td>
<td>Angaston Railway Precinct</td>
<td>$100,000</td>
<td>Yes</td>
<td>$3,500</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Springerton Community Garden</td>
<td>Improving community health by connecting people to nature and food</td>
<td>Springerton Oval / Hall Precinct</td>
<td>$15,000-20,000</td>
<td>Yes</td>
<td>$1,000</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eden Valley Tourism Initiative</td>
<td>Erection of a number of sculptures in designated areas</td>
<td>Eden Valley</td>
<td>Additional $70,000</td>
<td>Yes</td>
<td>$2,500</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speed Limit Signage</td>
<td>Speed limit signs should be located after every intersection</td>
<td>General</td>
<td>$100,000</td>
<td>No Higher Priorities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Implementation and whole of life costs haven’t been provided with all the applications – a cost estimate including project management, based on the description has been estimated but is subject to change.

<table>
<thead>
<tr>
<th>No of projects submitted</th>
<th>No of projects recommended for approval by officers</th>
<th>Extra maximum estimated capital cost of</th>
<th>Estimated maximum whole of life cost per annum</th>
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<tbody>
<tr>
<td>28</td>
<td>29</td>
<td>4</td>
<td>30</td>
</tr>
<tr>
<td>30</td>
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<tr>
<td>38</td>
<td>39</td>
<td>40</td>
<td>41</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Implementation to Council for projects over $150k grant threshold (Officer recommended projects only)</td>
<td>(unbudgeted) (for Officer recommended projects only)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>39</td>
<td>26</td>
<td>$155,000</td>
<td>$133,250</td>
</tr>
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</table>
2.1 DEBATE AGENDA – CHIEF EXECUTIVE OFFICER

2.1.2 ANGASTON RAILWAY PRECINCT – CONSIDERATION OF APPLICATION FOR OPEN SPACE FUNDING

B3500

Author: Director, Community Projects

PURPOSE
To determine whether Council supports an early application for Open Space Grant funding to accelerate the commencement of next stage works at the Angaston Railway Precinct.

RECOMMENDATION
That Council
(1) Provides support for Officers to make a grant application to The Department of Planning, Transport and Infrastructure for Open Space Funding under The Planning and Development Fund in respect of the Angaston Railway Precinct Master Plan implementation for up to $1,013,000 (excluding GST).

(2) Provides in principle support to provide matched funding of up to $1,013,000 (excluding GST) to include $210,000 already allocated to the Angaston Railway Precinct in the 2017/18 Budget dependent on determining the detail of funding allocation.

(3) Requires Officers to provide an updated Due Diligence Report in accordance with the Budget and Business Planning Policy and Process.

(4) Requires Officers to provide an update to Council on the detailed financing of the matched funding component once the 2016/17 financial statements are concluded.

REPORT
Background
At its meeting on 18 April 2017 Council passed the following resolution:

MOVED Cr Grossman that Council:
(1) Receives and notes the report “Angaston Railway Precinct Masterplan – Feedback from Community Consultation – 22 February to 31 March 2017”, containing the outcome of community consultation on the Angaston Railway Precinct Masterplan – Trim ref: 17/8495
(2) Endorses the Angaston Railway Precinct Masterplan (“the Masterplan”) and takes into account the key themes of the community consultation feedback including:
(2.1) consistent community support for the Angaston Railway Precinct Masterplan to preserve railway heritage, create active play spaces, green space and event spaces for the community
(2.2) residents’ concerns in relation to traffic management
(2.3) residents’ concerns in relation to potential land development

(3) Instructs officers through The Big Project, to progress the documentation required to seek funding to implement the Masterplan and include future traffic management and land development reports in The Big Project work and budgets.

(4) Thanks the Angaston Station Working Group for its excellent work in supporting the development of the Masterplan and endorses the change in role for the Angaston Station Working Group to become the Angaston Railway Precinct Reference Group.

(5) Requires officers to bring a future report to establish the proposed Terms of Reference for the Angaston Railway Precinct Reference Group and setting out its role in supporting Council with the future implementation of the project subject to future funding and an approved implementation process.

(6) Requires officers to keep the community informed of progress and identify community involvement and volunteering opportunities in the next stages of the project.

(7) Requires officers to report to Council on the progress of the Masterplan at a future meeting.
Seconded Cr de Vries CARRIED 2014-18/1005

The adopted Master Plan drawing is provided as Attachment 1.

Department of Planning, Transport and Infrastructure (DPTI) funding of $34,250 was received back in 2014 under the Stimulus grant funding initiative (and matched by Council) to: commence the footpath connections to the future main entrance to the precinct via South Terrace; demolish the railway officers’ barracks and commence entrance planting and signage. This work could not commence until the transfer of ownership of the site from the State and is nearing completion in the next few months.

DPTI announced the latest round of Open Spaces and Places for People grant funding through The Planning and Development Fund on the 4 September, with applications closing on the 20 October 2017. It is envisaged that this current round will be the last with guaranteed regional council funding allocations that formed part of the State Government’s agreement with Minister Geoff Brock following the last State Election. Beyond this round (and if the scheme is continued after the March 2018 election) it is expected that regional applicants will compete directly with metro applicants.

Introduction
The indicative cost of implementing the Angaston Railway Precinct Master Plan (the Plan) is documented in the high level Plan Report at $4.32 million ($2.94 million core expenditure).
costs, $1.38 million contingency). A breakdown of the costs is provided at Attachment 2.

It has always been envisaged that the precinct Project would be broken down into a phased and prioritised approach. The indicative Project Areas are shown in Attachment 3 labelled A1 through to I. Each of the areas can in turn be phased as funding becomes available.

Area A1 is the Main entrance and is in part funding by the Stimulus funding and has links to works covered in the Angaston Urban Design Framework of 2008 as well as having a component of volunteer and in kind works. These figures represent 50% of anticipated costs and sit outside of the Indicative cost report and not part of the $4.32 million.

Area F is the section of the site leased by Council to the Barossa Valley Machinery Preservation Society (BVMPS) and works have already commenced here with the Goods Shed restoration complete and funds in the current 2017/18 Budget to contribute to the construction of the BVMPS machinery shed.

The other highest priority areas identified by the Reference Group established by Council are:

- Area E – the preservation / restoration of the Railway Station
- Area H & G – the Youth and Play area / Southern Bank Bike Track
- Area D – the Picnic and Market Area (this includes the restoration of the railway turntable and areas where the open cinema could operate)

While this project forms part of Council’s The Big Project and the overall feasibility for the Big Project Work is not complete to facilitate full funding applications, there is the potential, should Council wish to accelerate the highest priority phases of the Plan to secure possible, significant funds through the Open Space programme. These funds will have to be matched by Council. This also links to recent discussions at the September Council Workshop regarding playgrounds.

**Discussion**

The main criteria for a successful Open Space application requires a project to:

“...be of regional significance or contribute to the use and enjoyment of local reserves and play spaces.”

Advice from DPTI officers at a site visit on the 20 September indicates that the Angaston Railway Precinct appears to meet the key criteria for funding particularly in relation to the activation of additional open play space. The project does have significance for the Barossa region. Successful, sizeable grants through the Fund have in the past been awarded to regional Councils in the range of $880k to $1.2 million (then required to be match funded).

The Open Space component of the Planning and Development Fund most closely aligns with the work required to develop the playground and associated spaces and the activation of the turntable and associated open space.

Work on the railway station itself that is directly associated with infrastructure development or renewal does not sufficiently align with DPTI funding outcomes and the advice is that this would be unlikely to attract funding. However, if the station works can be demonstrated to support the activation of the overall precinct, any
expenditure Council undertakes on it could be used towards Council’s match funding for grant purposes.

Officers have commissioned a full structural report on the railway station via The Big Project funding and development of documentation to support a future tender.

If Council decides that an Open Space application is justified a submission based on the following split of funding to support the delivery of the playground, railway station and public space areas could be developed:

<table>
<thead>
<tr>
<th>Description / Plan Area</th>
<th>Report Indicative Cost*</th>
<th>Council Contribution</th>
<th>Possible Open Space / DPTI Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Railway Station (E)</td>
<td>$380,000</td>
<td>$380,000</td>
<td>$0</td>
</tr>
<tr>
<td>Youth and Play Area (H) To include toilet</td>
<td>$945,500</td>
<td>$85,000</td>
<td>$860,500</td>
</tr>
<tr>
<td>Southern Bank Bike Track (G)</td>
<td>$85,000</td>
<td>$42,500</td>
<td>$42,500</td>
</tr>
<tr>
<td>Picnic and Market Area (D) To include railway carriages</td>
<td>$490,000</td>
<td>$337,750</td>
<td>$152,250</td>
</tr>
<tr>
<td>Part upgrade entrance Works (A1) and contributions to machinery preservation works F</td>
<td>$210,000</td>
<td>$210,000**</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>$2,110,500</td>
<td>$1,055,250</td>
</tr>
</tbody>
</table>

*Contingency figure included but escalation removed assuming early delivery.

Up until this point Council has committed or the following funds to the project that can contribute to its contribution for any Open Space application:

<table>
<thead>
<tr>
<th>Item</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unexpended Stimulus monies</td>
<td>$58,000</td>
</tr>
<tr>
<td>Railway station structural assessment costs (up to)</td>
<td>$17,000</td>
</tr>
<tr>
<td>BVMPS cash</td>
<td>$55,000</td>
</tr>
<tr>
<td>BVMPS loan (max)</td>
<td>$80,000</td>
</tr>
<tr>
<td>**Sub total</td>
<td>$210,000</td>
</tr>
<tr>
<td>Other possible contributions to be determined for inclusion</td>
<td></td>
</tr>
<tr>
<td>Expended Stimulus monies</td>
<td>$10,000</td>
</tr>
<tr>
<td>Asbestos removal costs</td>
<td>$12,000</td>
</tr>
<tr>
<td>Master Plan development costs</td>
<td>$13,000</td>
</tr>
<tr>
<td>In kind / Volunteer hours</td>
<td>tbc</td>
</tr>
<tr>
<td>**Sub total</td>
<td>$35,000</td>
</tr>
</tbody>
</table>

**Summary and Conclusion**

There is an opportunity for Council to accelerate the activation of the Angaston Railway Precinct through a successful Open Space Funding Application from DPTI. Grant submissions close on the 20 October 2017.

The amount of application will have to be matched by Council and only $210,000 is currently in the 2017/18 Budget.
Additional funds of up to $802,750 will have to be put in the Budget subject to a successful grant application being made and determining the allocation of funding.

Refer to the Financial, Resource and Risk Management Section below for details of how these amounts could be funded if Council supports an application.

### ATTACHMENTS OR OTHER SUPPORTING REFERENCES

| Attachment 1 | Adopted Angaston Railway Precinct Master Plan drawing – 17/72759 |
| Attachment 3 | Extract Angaston Railway Precinct Master Plan Report February 2017 – Indicative Project Areas – 17/72761 |

### COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

#### Community Plan
- Natural Environment and Built Heritage
- Community and Culture
- Infrastructure
- Health and Wellbeing

- How We Work – Good Governance

#### Corporate Plan
1.2 work toward developing township, streetscapes, entrances and open spaces that are attractive, welcoming and maintained to an agreed level of service
2.6 Provide, promote and support community arts and cultural events, programs, attractions and services.
3.1 provide regional and local walking and cycling connections between open spaces.
3.2 ensure Council’s parks, gardens and playgrounds are accessible, relevant and safe and maintained to an agreed level of service.
3.3 Ensure Council’s sporting, recreational and leisure grounds and playing areas and associated programs meet the current need of the community to an agreed level of service.
3.9 Ensure Council facilities and assets are accessible, safe and maintained to an agreed level of service.
3.11 advocate for the allocation of State and Federal funding to maintain and invest in infrastructure within our region.
4.1 Deliver and promote health and wellbeing initiatives in line with the Public Health Plan
6.4 Ensure that decisions regarding expenditure of Council’s budget are based on an assessment of whole of life cost, risks associated with the activity and advice contained within supporting plans.

#### Legislative Requirements
- Local Government Act 1999

### FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS

#### Financial
A full Due Diligence Report in accordance with Council’s Budget and Business Plan Policy and Process has not been completed. This will be done as part of the grant submission process and provided to Council. At this stage Officers are seeking in principal support for a grant application to be made so that resources can be committed to meeting the application deadline of 20 October 2017.

It is suggested that Council’s component of any funding awarded would be met from anticipated, unallocated cash reserves arising from the 2016/17 Budget and that the level of expenditure is sustainable within current projections. This detail to be confirmed following completion and approval of the Financial Statements for 2016/17.

Alternative means of funding (ie via loan borrowings) has not been explored but it is not usual for borrowings to be undertaken on a project specific basis.

**Resource**
The grant application will be administered and prepared by internal resources. Delivery of the project if the application is successful will be tendered via The Big Project. Projects are due to commence within 2 months of grant funding approval and be completed within 18 months.

**Risk Management**
The risk assessment for The Big Project considers the risk of impacting the potential to get significant federal funding grants for the broad range of projects by seeking smaller, project specific grants. The advice from consultants has been that it could have a detrimental impact. Given that this is State based funding it is believed that this is a manageable risk given the potential scale of the monies available.

Another risk detailed in the assessment is the challenge of managing community expectations. There is growing anecdotal feedback that the community would like to see work commence on high prioritised components of the Big Project. The Leader recently reported that The Big Project was delayed. Given concern over the condition of the Angaston Railway Station, the need to stabilise and prevent further deterioration and the opportunity to leverage further improvements and stages of the Plan with any monies applied by Council this is seen by Officers as a reasonable strategy for mitigating Council’s reputational risk.

**COMMUNITY CONSULTATION**
The Plan was adopted by Council following community consultation in accordance with the Community Consultation Plan for the Project and Council’s legislative and Policy obligations. No further consultation is required or recommended by Officers at this stage of the process.
**ANGASTON RAILWAY PRECINCT**

**FINAL MASTERPLAN - 10 FEBRUARY 2017**

**MASTERPLAN PRINCIPLES:**

**CONSERVE**
To recognize the historical significance of the Angaston Railway Precinct and conserve existing features and infrastructure.

**ADAPT**
To acknowledge the heritage importance of the site while ensuring that it will respond to current and future community needs.

**REPAIR**
To rehabilitate and nurture the precinct’s landscape and surroundings.

**DEVELOP**
To celebrate the site’s history and redevelop the precinct and its contribution to the town of Angaston.

**KEY POINTS**

1. Conserve Railway station building and encourage adaptive reuse (café or restaurant, museum, local artist or producer shop) with WiFi and temporary outdoor seating (such as deck bag).
2. Formalise landscape treatment of station entrance along Port Street and create a high street entrance to station building.
3. Rearrange entrance road and provide car parking to support adaptive reuse of station building with lighting to improve safety at night (this could be provided through up-lighting trees).
4. Demolish 1980s toilet block and re-establish toilets (for) for public use within the station building (in accordance with original plan) and provide additional public toilets adjacent to play space (for).
5. Reduce station platform to original length, reduce height and replace existing wall. Limit access to platform edge to manage safety issues and provide disabled access at each end of the station platform.
6. Re-establish historic trees within existing landscaped area on eastern side of station building for historic landscape trees to create an entry statement.
7. Retain historic palms consider up-lighting trees to create an entry statement.
8. Demolish 1980s station building and establish main entrance and east pathway with signage and shelter to provide all-weather protection.
9. Provide an open boundary with boarders to resist visitor access.
10. Provide signage, wayfinding and landscaping treatment at entrance to create a ‘trail-lead’ for the pedestrian and cyclist.
11. Improve public realm along South Terrace, Port Street and Sturt Street including pedestrian, cycle and park pathways and Alexandra street trees.
12. Pedestrian crossing along Murray Street to provide connection between Memorial Park and Railway Station Precinct.
13. Provide a picnic area adjacent to turntable with strong ties to potential market space including trees, formal landscape, picnic areas and BBQs (remove the fence and develop landscape boundary treatment).
14. Renovate and enhance a bridge crossing and a sunken garden to create unique landscape feature.
15. Establish new car park entrance off Kent Street.
16. Renew and extend pathway to run through railway cutting and connect to Washington Street.
17. Partner with adjacent land owners to provide bike hire and repair point.
18. Modify existing shared path path to create secondary access point.
19. Establish exercise equipment with the potential to incorporate additional exercise equipment into pathways.
20. Establish new road play area utilizing existing embankments with strong connection to adjacent picnic area and youth area.
21. Establish youth area with connection to adjacent play area.
22. Car and bicycle parking area and landscape with space for youth bus parking.
23. Repair and conserve original stone wall with the potential to incorporate into the southern native area.
24. Manage vegetation and undertake revegetation of native planting to develop a native edible garden and increase biodiversity value. Establish an informal trail path with jumps and challenges to increase youth engagement.
25. Establish lookout areas to capitalise on views with benches and signage.
26. Establish landscape buffers to adjacent development areas.
28. Develop Barossa Valley Machine Preservation Society yard (50m x 60m) and walkways from the Good Ship to retain track legibility. Provide windows for passive activation of façade (in line with multi-use pathways) and explore potential to incorporate a Man’s Shed and learning centre for youth.
29. Establish a landscape scaled walking path providing access and visual interaction with machinery shed and connection to look out and Fire Street.
30. Potential future residential development (two allotments) dependent on feasibility study.
31. Potential future mixed use development (heritage centre, community facility, tourism/meeting, café/artisan workshops) with strong links to Murray Street. One to two storey, 4 to 6 metres wide articulated development with active frontages that addresses both the street and the presbytery.
32. Potential future development sites, incorporate original features (archway covering shed) in surface treatment and landscape to retain legibility of site and provide transition to adjacent development.
33. Long term development opportunity dependent on feasibility study. Potential to develop as a landscape estate or short term tourism parking in the short term.
34. Establish outdoor dining for adjacent development along Washington Street and Sturt Street with strong visual and landscape connection to precinct (street on street parking and provide loading zone).
35. Encourage increased pedestrian access to Murray Street.
36. Reduce traffic conflicts on Kent Street and Sturt Street at intersection while improving pedestrian access.
37. Re-establish track lines with appropriate surface treatment, ensure that track lines are functional to support the movement of automated rolling stock.
38. Establish a series of ‘pop-up’ rolling stock to support activation within the precinct including stagecoach, market platform, exercise equipment, hand cart and youth pool with power connections. Plug and Play infrastructure.
APPENDIX B - INDICATIVE COSTING

Elemental Report

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>% B.C.</th>
<th>Cost/m2</th>
<th>Sub total</th>
<th>Mark Up %</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>BE</td>
<td>Basis of Estimate</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>A1</td>
<td>Main Entrance (50% Share)</td>
<td>1.79%</td>
<td>60.87</td>
<td>102,619</td>
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<tr>
<td>A2</td>
<td>Shared Use Path Entrance</td>
<td>6.49%</td>
<td>80.78</td>
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<tr>
<td>B</td>
<td>Central Lawn</td>
<td>14.36%</td>
<td>118.73</td>
<td>826,213</td>
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<tr>
<td>D</td>
<td>Picnic and Market Area</td>
<td>5.52%</td>
<td>70.32</td>
<td>323,353</td>
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<tr>
<td>E</td>
<td>Railway Station</td>
<td>5.45%</td>
<td>102.11</td>
<td>313,566</td>
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<td>313,566</td>
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<tr>
<td>F</td>
<td>Goods Shed and BVMP’s Shed</td>
<td>5.08%</td>
<td>60.77</td>
<td>291,825</td>
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<tr>
<td>G</td>
<td>Southern Bank Bike Track</td>
<td>1.49%</td>
<td>9.17</td>
<td>85,312</td>
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<tr>
<td>H</td>
<td>Youth and Play Area</td>
<td>10.90%</td>
<td>119.51</td>
<td>627,070</td>
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<tr>
<td>I</td>
<td>New Development Areas (No Works)</td>
<td>0.00%</td>
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<td>CT</td>
<td>Design Development Contingency</td>
<td>2.58%</td>
<td>148.00</td>
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<td>FR</td>
<td>Builder’s Preliminaries &amp; Margin</td>
<td>4.76%</td>
<td>273.40</td>
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<td></td>
<td>Sub-Total</td>
<td>51.15%</td>
<td>63.52</td>
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<td>CT</td>
<td>Construction Contingency</td>
<td>2.61%</td>
<td>150.00</td>
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<tr>
<td>PF</td>
<td>Professional Fees &amp; Statutory Charges</td>
<td>5.22%</td>
<td>300.00</td>
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<tr>
<td>LL</td>
<td>Locality Loading</td>
<td>2.87%</td>
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<tr>
<td>ES</td>
<td>Escalation (assumed end 2024)</td>
<td>6.00%</td>
<td>345.00</td>
<td>345,000</td>
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<td>345,000</td>
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<tr>
<td></td>
<td>Total Project Cost (Excl. GST)</td>
<td>75.15%</td>
<td>93.34</td>
<td>4,324,254</td>
<td></td>
<td>4,324,254</td>
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<table>
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<th>Code</th>
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<th>Cost/m2</th>
<th>Sub total</th>
<th>Mark Up %</th>
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<tbody>
<tr>
<td>A1</td>
<td>Main Entrance (50% Share)</td>
<td>2.83%</td>
<td>96.51</td>
<td>162,719</td>
<td></td>
<td>162,719</td>
</tr>
<tr>
<td>C</td>
<td>Public Realm</td>
<td>12.13%</td>
<td>147.72</td>
<td>697,963</td>
<td></td>
<td>697,963</td>
</tr>
<tr>
<td>PT</td>
<td>Public Toilet Block to Play Area</td>
<td>3.29%</td>
<td>189.300</td>
<td></td>
<td></td>
<td>189,300</td>
</tr>
<tr>
<td>BVMP</td>
<td>Barossa Valley Machine Preservation Society Shed Redevelopment (Approx. $350k - By Others)</td>
<td>6.09%</td>
<td>350,000</td>
<td></td>
<td></td>
<td>350,000</td>
</tr>
<tr>
<td>RS</td>
<td>Conservation works to Railway Station (Approx. $300k - By Others)</td>
<td>0.59%</td>
<td>30,000</td>
<td></td>
<td></td>
<td>30,000</td>
</tr>
<tr>
<td>RSC</td>
<td>Rolling Stock Cars (Supplied by Others)</td>
<td>0.00%</td>
<td>Excl.</td>
<td>Excl.</td>
<td></td>
<td>Excl.</td>
</tr>
<tr>
<td></td>
<td>Total Below the Line Cost (Excl. GST)</td>
<td>24.86%</td>
<td>1,429.981</td>
<td></td>
<td></td>
<td>1,429,981</td>
</tr>
</tbody>
</table>
ANGASTON RAILWAY STATION PRECINCT - INDICATIVE PROJECT AREAS

Project Areas

A1  Main Entrance
A2  Shared Use Path Entrance
B   Central Lawn
C   Public Realm
D   Picnic and Market Area
E   Railway Station
F   Goods Shed and BVMP’s Shed
G   Southern Bank Bike Track
H   Youth and Play Area
I   New Development Areas

Stimulus Funding & 2017/18 Budget
Priority expenditure areas - Open Space Grant
2.2 DEBATE AGENDA – DIRECTOR WORKS AND ENGINEERING SERVICES

2.2.1 SPRINGWOOD DEVELOPMENT NOMINEES PTY LTD – INFRASTRUCTURE AGREEMENT
B1723 17/72062

PURPOSE
To execute an Infrastructure Agreement between Springwood Development Nominees Pty Ltd, the Town of Gawler and The Barossa Council for the undertaking of road upgrade works at the intersection of Calton Road and Balmoral Road, Kalbeeba.

RECOMMENDATION
That the Chief Executive Officer be authorised to sign the Infrastructure Agreement between The Barossa Council, Town of Gawler and Springwood Development Nominees Pty Ltd for undertaking of road upgrade works at the intersection of Calton Road and Balmoral Road, Kalbeeba.

REPORT

Background
The Gawler East Springwood development is an approved land division development located within the Town of Gawler.

Introduction
The next stage of development, Stage 9C, will create residential allotments up to The Barossa Council boundary at Calton Road (to the north) and Balmoral Road (to the east). All allotments within this stage of development are located within the boundaries of the Town of Gawler. The directly adjacent sections of Calton Road and Balmoral Road are located entirely within the boundaries of The Barossa Council.

Discussion
The proposed civil works will include allotment access to Calton Road and a significant upgrade of the Calton Road / Balmoral Road intersection. The upgrade is designed to improve pre-existing road safety issues at this location by removing the fast speed sweeping left hand bend from Balmoral to Calton (located on private land) and reconstructing the T intersection of Calton / Balmoral so that the right of way through traffic movement is Calton through to Balmoral with the extension of Calton Road to the east the “giveaway” T leg.

All works are to be constructed by the developer’s civil works contractor at the developer’s expense.
The intersection design plans have been reviewed, and design input provided, by Barossa Council staff. The intersection construction process will likewise have direct supervision and approval input by Barossa Council staff.

An Infrastructure Agreement between the Town of Gawler, The Barossa Council and Springwood Development Nominees Pty Ltd has been prepared by the Town of Gawler to ensure all works are executed as per each of the stakeholders’ requirements. Refer attached Infrastructure Agreement with Engineering Drawings in Annexure B.

Summary and Conclusion
The Agreement will ensure that all affected stakeholders, including The Barossa Council, have capacity to be satisfied with the component of works to be designed and constructed within their area of jurisdiction and to provide their respective formal approval prior to the Town of Gawler releasing the State Planning Commission Section 51 approval, allowing the developer to create the new allotment titles.

Agreements of this nature are common where multiple stakeholders rely on mutual input to bring about the desired outcome.

<table>
<thead>
<tr>
<th>ATTACHMENTS OR OTHER SUPPORTING REFERENCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Infrastructure Agreement, between the Town of Gawler, The Barossa Council and Springwood Development Nominees Pty Ltd.</td>
</tr>
<tr>
<td>2. Engineering Drawings, attached to Annexure B of the above Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Plan</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Infrastructure</td>
</tr>
<tr>
<td>3.1 Develop and implement sound asset management which delivers sustainable services.</td>
</tr>
<tr>
<td>3.2 Collaborate with private and public utilities providers to ensure infrastructure is adequate to support the community both now and into the future.</td>
</tr>
<tr>
<td>3.4 Participate in networks to improve efficient asset management and maintenance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCIAL, RESOURCE AND RISK MANAGEMENT CONSIDERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>This agreement will ensure that the proposed works associated with Stage 9C of the Springwood land division civil works are completed to the satisfaction of The Barossa Council.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMMUNITY CONSULTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not required.</td>
</tr>
</tbody>
</table>
INFRASTRUCTURE AGREEMENT

BETWEEN

TOWN OF GAWLER

THE BAROSSA COUNCIL

And

SPRINGWOOD DEVELOPMENT NOMINEES PTY LTD

DA 490/D056/13
DATE

PARTIES

TOWN OF GAWLER ABN 29 861 749 581 of 89 Murray Street, Gawler SA 5118 (Gawler Council)

THE BAROSSA COUNCIL ABN 47 749 871 215 of PO Box 867 Nuriootpa SA 5355 (Council)

SPRINGWOOD DEVELOPMENT NOMINEES PTY LTD ACN 609 351 671 of Level 1, 22-26 Vardon Avenue Adelaide SA 5000 (Developer)

BACKGROUND

A. The Developer is or is entitled to be registered as the proprietor of an estate in fee simple in the Land.

B. The Land is located within the Council’s area.

C. The Developer has lodged the Development Application for the Proposed Development.

D. The Developer has agreed to undertake the Works as part of the Proposed Development on or externally to the Land and to the satisfaction of Council on the terms of this agreement.

E. On Practical Completion of the Works, the Council will forward the Certificate of Practical Completion to the Gawler Council, being the entity responsible for approving the Development Application.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Act means the Development Act 1993 (SA).

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Completion Date means the date for completion of the Works being the date specified in Item 4 of the Schedule

Certificate of Practical Completion means the certificate issued by the Council pursuant to clause 4.2.1.
Defect in relation to the Works includes any damage to or deterioration of the Works other than any damage or deterioration caused by normal aging or ordinary wear arising from the normal use of the Works concerned for their intended purpose.

Developer means the party described as the “Developer” on page 1 of this agreement or its successors or assigns from time to time.

Development Application means the development application specified in Item 2 of the Schedule.

Defects Liability Period means, subject to any extension of that period under this agreement, the period of 12 calendar months commencing on the date of issue of the Certificate of Practical Completion.

Land means the land specified in Item 1 of the Schedule.

Practical Completion of the Works means the state of being substantially complete and fit for use by Council and members of the public, all performance or structural tests required by Council having been satisfactorily completed and omissions or defects being limited to items:

(a) the immediate making good of which by the Developer is accepted by Council as not being practicable;

(b) the existence of which or the subsequent making good of which is accepted by Council as not likely to significantly inconvenience the Council or the members of the public using the Works taking into account the use or intended use of the works concerned and the areas in which they exist; and

(c) that Council accepts do not cause any legal impediment to the use of the Works by Council and members of the public.

Proposed Development means the development specifically detailed in the Development Application.

Security means an unconditional and irrevocable undertaking in favour of Council and in a form and on terms approved by Council in its absolute discretion.

Works means the works on or external to the Land specified in Item 3 of the Schedule.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

1.2.1 headings do not affect interpretation;

1.2.2 singular includes plural and plural includes singular;

1.2.3 words of one gender include any gender;

1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;

1.2.6 a reference to this agreement includes any schedules and annexures to it;

1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;

1.2.10 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;

1.2.11 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

1.2.12 where two or more terms are connected with the word 'or', any one or more, or all of those terms are referred to.

1.3 **Background**

The Background forms part of this agreement and is correct.

2. **DESIGN OF WORKS**

2.1 The Developer must engage at its own expense appropriately qualified surveyors and engineers to prepare detailed construction plans and specifications for the Works in accordance with recognised standards of traffic and construction engineering and the standards applied by Council ([**Plans and Specifications**](#)) and submit the Plans and Specifications to Council for Council's written approval.

2.2 Council must not unreasonably withhold its approval of the Plans and Specifications. Council is taken to have unreasonably withheld its approval of the Plans and Specifications if the Council does not give notice in writing within 20 Business Days after the receipt of the Plans and Specifications from the Developer that it either approves or does not approve the Plans and Specifications.

2.3 If Council gives notice that it does not approve the Plans and Specifications submitted by the Developer under clause 2.1, Council must specify in that notice the matters and things required to be addressed by the Developer for the Plans and Specifications to be granted approval and the process set out in clauses 2.1 and 2.2 will again apply (with appropriate modifications).

2.4 If Council approves the Plans and Specifications (or the resubmitted Plans and Specifications) Council will give notice to the Developer accordingly.
2.5 The Developer must obtain and comply with all authorisations, consents and approvals required for the construction of the Works, including any approvals required from Council in its capacity as statutory authority under the Act or rights of access required to be granted by Council in its capacity as owner of adjoining land or public roads, prior to commencement of the Works.

2.6 The Developer acknowledges that Council is not bound to check any of the Plans and Specifications or Works for errors, omissions, or compliance with the requirements of this agreement and Council's receipt or assessment of any documentation and inspection of any work pursuant to this clause does not relieve the Developer from responsibility for meeting its obligations under this agreement.

3. DEVELOPER TO CARRY OUT WORKS

The Developer must carry out or cause to be carried out the Works and must achieve Practical Completion of the Works:

3.1 in strict accordance with the Plans and Specifications approved by Council under clause 2 of this agreement;

3.2 to the reasonable satisfaction of Council;

3.3 at the expense of the Developer; and

3.4 on or before the Completion Date.

4. CERTIFICATE OF PRACTICAL COMPLETION

4.1 When the Developer considers that it has achieved Practical Completion of the Works it must give written notice to Council accordingly.

4.2 Council must inspect the Works as soon as reasonably practicable and within 14 days of inspection either:

4.2.1 give to the Developer a Certificate of Practical Completion:

   4.2.1.1 stating that the Developer has achieved Practical Completion of the Works to the satisfaction of Council; and

   4.2.1.2 specifying the omissions or defects which the Developer must attend to within the Defects Liability Period or any shorter specified period; or

4.2.2 give to the Developer a written notice stating that Council is not satisfied that the Developer has achieved Practical Completion of the Works and specifying the omissions or defects which the Developer must attend to before Council will issue its Certificate of Practical Completion in respect of the Works.

4.3 If the Council does not give to the Developer either a Certificate of Practical Completion under clause 4.2.1 or a notice under clause 4.2.2 within the timeframe set out in clause 4.2, the Developer may give to the Council a further written notice requiring the Council to issue a Certificate of Practical Completion clause 4.2.1 or a notice under clause 4.2.2 within five Business
Days after receipt of the further notice from the Developer. If the Council does not issue respond to the further notice within five Business Days, it is taken to have given a Certificate of Practical Completion of the Works under clause 4.2.1.

4.4 The Developer may give a notice to the Council under clause 4.1 more than once.

4.5 The Developer must provide Council with “As Constructed” drawings promptly following a Certificate of Practical Completion being issued.

4.6 The Council must provide a copy of the Certificate of Practical Completion issued under clause 4.2.1 to the Gawler Council as soon as possible and by no later than seven days of it being issued.

4.7 Gawler Council acknowledges that the provision of the Certificate of Practical Completion by the Council under clause 4.6 will satisfy the Developer’s obligation under Item 14 of the Detailed Notification Form dated 24 October 2016 for DA 490/D056/13 and to allow the Gawler Council to proceed with issuing of the Section 51 Clearance under the Development Act 1993.

5. COMPLETION AND MAINTENANCE OF THE WORKS AFTER PRACTICAL COMPLETION

5.1 The Developer must complete the Works and must during the Defects Liability Period rectify and make good any Defect in the Works:

5.1.1 resulting from faulty materials or workmanship; or

5.1.2 arising at any time before the expiry of the Defects Liability Period and however caused (including, for the avoidance of doubt, any defect arising from or out of any act, activity or omission, whether intentional, negligent or otherwise on the part of any other person other than an employee or agent of Council).

5.2 If any Defect in the Works exists or becomes apparent during the Defects Liability Period and Council gives written notice to the Developer within the Defects Liability Period specifying the nature of the Defect and requiring the rectification and making good of the Defect the Developer must comply with the requirements of the notice within any period reasonably specified in that notice or, if no period is specified, within two calendar months after receipt of the notice.

5.3 Clauses 5.1 and 5.2 again apply with any modifications appropriate in the circumstances in respect of the practical completion of the rectification and making good of any Defect by the Developer under clause 5.2. The Developer must maintain and must rectify and make good any Defect in any further work carried out under clause 5.2 for the additional period of six calendar months commencing on the date of issue of a Certificate of Practical Completion in respect of the further work if in the reasonable opinion of Council that work is of a major or substantial nature.
6. DAMAGE TO COUNCIL INFRASTRUCTURE

6.1 If at any time during the construction of the Works or during the Defects Liability Period, any damage is caused to:

6.1.1 any land (including any road or other infrastructure thereon) that is or is to be vested in Council in consequence of the deposit of a plan of division of the Land or any part of the Land; or

6.1.2 any infrastructure vested in Council or under Council's care, control and management on the Land or on any land adjacent to the Land;

by the Developer or any agent or contractor of the Developer Council may by notice in writing to the Developer providing reasonable particulars of the damage require the Developer at Council's absolute discretion to either:

6.1.3 take such steps as Council may reasonably require to repair the damage within a period stated in the notice; or

6.1.4 pay to Council an amount representing a reasonable cost of repairing the damage on or before a date specified in the notice (being no earlier than 10 Business Days after the giving of the notice).

6.2 If the Developer does not comply with a notice given to the Developer under clause 6.1 Council may:

6.2.1 recover an amount representing a reasonable cost of repairing the damage from the Developer as a debt; and

6.2.2 if Council sees fit, call upon any Security provided by the Developer under clause 11 of this agreement to discharge in whole or in part any liability incurred by the Developer under this clause 6.

7. REPLACEMENT OR RE-EXECUTION BY THE DEVELOPER OF INFERIOR MATERIALS OR WORK

7.1 If any of the materials supplied by the Developer are or any of the work executed by the Developer in the performance or maintenance of the Works before or after the issue of a Certificate of Practical Completion is of an inferior quality or in any other respect not in compliance with this agreement, the Developer must upon receipt of a written notice from Council specifying the nature of the non-compliance and requiring the rectification and making good of the non-compliance remove the materials from the Works or re-execute the work within any period reasonably specified in that notice, or if no period is specified, within two calendar months after receipt of the notice, at the Developer expense so that the materials or work comply with this agreement.

7.2 Council may issue a notice under clause 7.1 more than once during the performance of the Works or before the expiry of the Defects Liability Period.

8. DEVELOPER'S SAFETY REQUIREMENTS

8.1 As from the date of commencement of the Works and until the expiry of the Defects Liability Period, the Developer must at its own expense, and subject to and in accordance with any reasonable directions given by Council:
8.1.1 erect and at all times during the day and night maintain on or around the Works fences or barriers restricting the unauthorised entry of vehicles or persons upon the site of the Works; or

8.1.2 suitable signs warning the public of the carrying on of the Works; and

8.1.3 during all hours of darkness keep all machinery and other obstructions or traps created by the Works adequately fenced or illuminated for the protection of the public.

8.2 The Developer must comply with all statutory requirements (including in particular, all requirements under the Work Health and Safety 2012) applicable to any activity undertaken by the Developer on or in the vicinity of the Land for the purposes of or incidental to the construction or maintenance of the Works.

9. DEVELOPER’S INDEMNITY TO THE COUNCIL AND INSURANCE

9.1 The Developer must indemnify Council at all times against:

9.1.1 all losses damages costs and expenses suffered or incurred by Council at any time which are caused by or arise out of any execution rectification or maintenance of the Works or the state or condition of the Works as a consequence of any execution rectification or maintenance of the Works by the Developer or any person for whom the Developer is responsible; and

9.1.2 all actions proceedings claims and demands which may be brought or made against Council at any time in respect of the death of or any injury to any person or any loss of or damage to any property caused by or arising from:

9.1.2.1 any execution rectification or maintenance of the Works or any activity associated there with before the conclusion of the Defects Liability Period; or

9.1.2.2 from the state or condition of the Works as a consequence of any execution, rectification or maintenance of the Works by the Developer or by any person for whom the Developer is responsible before the conclusion of the Defects Liability Period;

except to the extent caused or contributed to by the negligence or default of Council.

9.1.3 This indemnity is not limited to any negligence or breach of this agreement by the Developer or those for whom the Developer is responsible.

9.2 Before commencing any part of the Works the Developer must have or must effect or procure for the benefit of Council and the Developer a policy of public risk insurance that is satisfactory to Council for cover of not less than $20,000,000 in respect of any one claim with a registered insurer carrying on business in South Australia. The Developer must ensure that such policy is kept current at all times until expiry of the Defects Liability Period and must
furnish to Council a copy of such policy and such evidence of its currency as Council may from time to time require.

10. PERFORMANCE OF THE WORKS BY COUNCIL

10.1 If the Developer:

10.1.1 fails to comply with any notice from Council issued pursuant to clause 5.2 or 7.1; or

10.1.2 purports to comply with any notice from Council issued pursuant to clause 5.2 or 7.1 and Council remains dissatisfied with the state of the Works; or

10.1.3 fails to complete the Works within the time fixed by the Council for Practical Completion of the Works pursuant to this agreement; or

10.1.4 at any time prior to or during the performance of the Works by notice in writing requests Council to execute or complete the Works or any part thereof (as the case may be) and Council in its absolute discretion agrees to such request,

then but not otherwise Council may immediately and without prior notice to the Developer enter upon the Land (if necessary) and take possession of the Works. This determines the Developer’s right to perform or continue to perform the Works.

10.2 Upon the exercise by Council of any of those rights Council must at its option either:

10.2.1 perform or complete the Works which remain incomplete or carry out the repair of defects therein (as the case may be) using Council’s own employees plant and equipment; or

10.2.2 cause the Works or the repair of defects (as the case may be) to be carried out or completed by an independent contractor chosen by Council in its absolute discretion; and

at any time or times during or after the performance of the Works, Council may serve upon the Developer a written demand or several progressive written demands for payment of the costs (actual or contingent) incurred by Council in so doing. The Developer must pay to Council those costs within five Business Days of receipt of the demand.

10.3 Council must in a reasonable and competent manner procure the performance of the Works within a reasonable time taking into account the nature and amount of the Works to be performed, the weather and all other relevant factors.

11. SECURITY

11.1 Immediately upon signing this agreement the Developer must (if and to the extent that the Developer has not already done so) provide to Council the Security or Securities specified in Item 5 of the Schedule payable to Council each for at least the amount specified in Item 5 of the Schedule.
11.2 Without limiting clause 11.6 Council may call upon:

11.2.1 the Security specified in Item 5 of the Schedule as being related to the construction of a particular class of Works to discharge or partially discharge any actual liability of the Developer to the Council as a result of the failure of the Developer to perform its obligations under this agreement in relation to the construction of any Works of that class; and

11.2.2 the Security specified in Item 5 of the Schedule as being related to the maintenance of Works of a particular class of Works to discharge or partially discharge any actual liability of the Developer to the Council as a result of the failure of the Developer to perform its obligations under this agreement in relation to the maintenance of any Works of that class.

11.3 Where a Security is expressed in Item 5 of the Schedule to relate to a particular class of Works and there is no separate Security in relation to the maintenance of Works of that class, 10% of the amount reasonably assessed by Council as the value of the Works to which the Security relates will, for the purposes of clauses 11.2.2 and 11.7, be taken to relate to the maintenance of that class of Works.

11.4 Council may call upon a Security at any time upon becoming entitled under this agreement to do so without reference to the Developer but will notify the Developer as soon as reasonably practicable that Council has called upon such Security.

11.5 Subject to clause 11.6, where Council has not called upon a Security for the construction works Council will upon request of the Developer, and within 10 Business Days following the acceptance by Council of the Certificate of Practical Completion for that class of the Works to which the Security relates (or if more than one Certificate of Practical Completion is issued and accepted for the Works of the relevant class, following the acceptance of the last such Certificate) return the relevant Security to the Developer.

11.6 Notwithstanding:

11.6.1 any allocation of a Security to the construction or maintenance of any particular Works under clause 11.2 and Item 5 of the Schedule or under clause 11.3; or

11.6.2 any obligation Council may otherwise have under clauses 11.5 and 11.7 to return a Security to the Developer,

Council may:

11.6.3 call in any Security for the purposes of discharging a liability under clause 6 of this agreement; and

11.6.4 may retain any Security if Council has reasonable cause to believe that the retention of the Security may be required to meet a liability or prospective liability under that clause.
11.7 Subject to clause 11.6, where Council has not called upon a Security for the maintenance of any Works, Council will upon request of the Developer, and following the expiry of the relevant Defects Liability period (subject to any extension of the Defects Liability period in accordance with this agreement) return the relevant Security to the Developer.

12. ASSIGNMENT

12.1 The Developer must not assign this agreement or any right or obligation under this agreement (including by sale of the Land) without the prior written consent of Council, which consent will not be unreasonably withheld.

12.2 It will be unreasonable for Council to withhold its consent to an assignment of the Developer’s rights and obligations under this agreement to a third party who, if required by Council, has entered into an agreement with Council supported by adequate Security undertaking with Council to meet the obligations of the proposing assignor under any or all of:

12.2.1 this agreement; or

12.2.2 any other agreement entered into pursuant to or in connection with this agreement.

13. INTEREST UPON MONEYS OUTSTANDING

Any amount payable by the Developer to Council under this agreement bears interest at the rate charged by Council’s bank upon an overdraft account of $100,000 plus 2% from the date on which the amount falls due for payment (and where that date is not specified in this agreement, from the date on which Council makes written demand) until payment of the amount in full.

14. GST

14.1 In this clause an expression defined in the A New Tax System (Goods and Service Tax) Act 1999 (Cth) has the meaning given to it in that Act.

14.2 If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.

14.3 A party need not make a payment for a taxable supply under or in connection with this agreement until it receives a tax invoice for the supply.

15. DISPUTE

15.1 All disputes between the parties must be referred in writing to a representative appointed by each party who will attempt to resolve the dispute.

15.2 If the dispute is not settled within 10 Business Days of receipt by each representative of notification of a dispute under clause 15.1, it must be referred to a mediator to be mutually agreed, or in default of agreement within five Business Days of either party requesting the other to agree a mediator, to be
appointed by the President for the time being of the Law Society of South Australia Inc.

15.3 If mediation pursuant to clause 15.2 fails to resolve the dispute, each party is free to commence legal proceedings to resolve the dispute.

15.4 Nothing in this clause is to be interpreted as preventing either party from obtaining interlocutory relief from an appropriate court if it is reasonably necessary to do so to protect the interest of that party.

16. NOTICES

16.1 A notice, demand, consent, approval or communication under this agreement (Notice) must be:

16.1.1 in writing and in English;

16.1.2 in the case of Notice by Council, signed by a person authorised or with delegation to sign such notices;

16.1.3 in the case of Notice by the Developer, signed by a person authorised by the Developer; and

16.1.4 hand delivered or sent by pre paid post or facsimile to the recipient’s address specified in this agreement, as varied by any Notice given by the recipient to the sender.

16.2 A Notice is deemed to be received:

16.2.1 if hand delivered, on delivery;

16.2.2 if sent by prepaid mail, three Business Days after posting (or five Business Days after posting if posting to or from a place outside Australia);

16.2.3 if sent by facsimile, at the time and on the day shown in the sender’s transmission report, if it shows that the entire Notice was sent to the recipient’s facsimile number last Notified by the recipient to the sender;

however if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

16.3 A Notice by Council, stating the amount of money owing or payable or any other matter, is sufficient evidence of the matter unless proved incorrect.

17. COSTS OF THIS AGREEMENT

The Developer must pay Council’s costs of and incidental to the preparation, negotiation and execution of this agreement and any document required to be entered into pursuant to this agreement.
18. **SPECIAL CONDITIONS**

The special conditions (if any) in Item 6 of the Schedule form part of this agreement. If there is any inconsistency between those special conditions and the above provisions, those special conditions govern to the extent of the inconsistency.
## Schedule

**Item 1**  
Land  
Allotment 7019 in DP 94700 being the whole of the land comprised in Certificate of Title Volume 6148 Folio 558

**Item 2**  
Development Application  
Development Application No. 490/D056/13

**Item 3**  
Works  
The Developer covenants that it will, at its cost and in conjunction with Council (unless the Developer and the Council agree other arrangements) undertake upgrade works to Calton and Balmoral Roads and intersection including;

1. Prepare detailed designs, plans and specifications for all the works specified in Annexure A of this agreement, as acceptable and approved in writing by Council;
2. Construct those works in accordance with the detailed designs, plans and specifications approved in writing by Council and in accordance with the terms of this agreement; and
3. At the completion of works, vest all relevant infrastructure in the Council.

Refer to Annexure B for Engineering Plans of the Works.

**Item 4**  
Completion Date  
Being that date on or prior to the date of Certificate of Practical Completion has been issued in relation to the Development Application and a Certificate of Occupancy is issued, unless otherwise agreed in writing by Council.

**Item 5**  
Security (Estimate Only)  
**Performance Bond**  
(90% of the Estimated Total in Annexure A)  
**Defects Liability Bond**  
(10% of the Estimated Total in Annexure A)

**Item 6**  
Special conditions  
Council request the form of Security in Item 5 be in the form of two separate Bank Guarantees.
EXECUTED as an agreement

Signed for THE BAROSSA COUNCIL by its authorised delegate in the presence of:

................................................................. .................................................................
Signature of Person of Authority Signature of Witness

................................................................. .................................................................
Name of Person of Authority (print) Name of Witness (print)

Signed for Town of Gawler by its authorised delegate in the presence of:

................................................................. .................................................................
Signature of Person of Authority Signature of Witness

................................................................. .................................................................
Name of Person of Authority (print) Name of Witness (print)

DEVELOPER

EXECUTED by SPRINGWOOD DEVELOPMENT NOMINEES PTY LTD ACN 609 351 671 in accordance with section 127(1) of the Corporations Act by the authority of its directors:

..............................................................................   .............................................................................
Print Name of Director Signature of Director

..............................................................................   .............................................................................
Print Name of Director/Secretary Signature of Director/Secretary
Annexure A  List of Requirements to be Met

1. Prepare detailed designs, plans and specifications of works in conjunction with and approved by Council and installed at the developer’s expense by ‘Completion Date’ unless otherwise agreed between Council and the Developer.

2. Prepare a Traffic Management Plan and provide to Council for written acceptance prior to commencing any traffic management activities in the road reserve.

3. Construction of new intersection to the corner of Balmoral and Calton Road, as per approved engineering documentation (Annexure B)

4. Implement a detailed landscaping scheme which includes tree planting within reserve (not be limited to; trees, groundcovers etc). Such landscaping shall be undertaken in line with Gawler Councils Standards and Requirements for Land Development document and to the satisfaction of Council.

Works Schedule Cost Breakdown – Note these are budget estimates only at this stage

<table>
<thead>
<tr>
<th>No.</th>
<th>Works Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Traffic Management (Provisional Sum)</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Pavement Construction</td>
<td>$250,569.51</td>
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<tr>
<td>3</td>
<td>Footpaths (1.5m Council Standard concrete footpath)</td>
<td>$70,525.00</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Signage / Linemaking</td>
<td>$4084.30</td>
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<tr>
<td>4</td>
<td>Footpaths</td>
<td>$70,525.00</td>
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<tr>
<td>5</td>
<td>Strip existing road and dispose off site</td>
<td>$57,085.08</td>
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<tr>
<td></td>
<td>Sub Total</td>
<td>$417,263.89</td>
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<tr>
<td>6</td>
<td>Project Management (approx. 10%)</td>
<td>$41,726.40</td>
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<td>Sub Total</td>
<td>$458,990.29</td>
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<tr>
<td>7</td>
<td>Contingency (20%)</td>
<td>$91,798.06</td>
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<tr>
<td></td>
<td>Estimated Total</td>
<td>$550,788.35</td>
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</table>
Annexure B   Engineering Drawings
When sheet printed full size, the scale bar is 100mm.
When sheet printed full size, the scale bar is 100mm.