



# INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE AGENDA & REPORTS

for the meeting

Tuesday, 17 September 2024  
at 7.00 pm

in the Colonel Light Room, Adelaide Town Hall

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Members – The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith  
Councillor Elliott (Chair)

Councillor Noon (Deputy Chair)

Deputy Lord Mayor, Councillor Snape and Councillors Abrahamzadeh, Couros, Davis, Giles, Hou,  
Li, Martin and Dr Siebentritt

**1. Acknowledgement of Country**

At the opening of the Infrastructure and Public Works Committee meeting, the Chair will state:

‘Council acknowledges that we are meeting on traditional Country of the Kurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kurna people living today.

And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’

**2. Apologies and Leave of Absence**

Nil

**3. Confirmation of Minutes - 20/8/2024**

That the Minutes of the meeting of the Infrastructure and Public Works Committee held on 20 August 2024, be taken as read and be confirmed as an accurate record of proceedings.

View public [20 August 2024 Minutes](#).

**4. Declaration of Conflict of Interest**

**5. Deputations**

**6. Workshops**

6.1 Integrated Transport Strategy 3 - 12

**7. Reports for Recommendation to Council**

7.1 2024-2025 Australian Government Black Spot Program - Funding Deed 13 - 45

7.2 Investigation into the Upgrade of the West Terrace and Sturt Street Intersection 46 - 50

7.3 Draft 'Naming Policy for Roads' 51 - 63

7.4 Capital Works Monthly Project Update - August 2024 64 - 75

**8. Reports for Noting**

Nil

**9. Closure**

## Integrated Transport Strategy

Strategic Alignment - Our Places

**Tuesday, 17 September 2024**  
**Infrastructure and Public Works Committee**

**Presenter:** Mark Goudge  
Associate Director, Infrastructure

Public

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## PURPOSE OF WORKSHOP

The City of Adelaide's 2024-2028 Strategic Plan has an objective to facilitate and activate our places in a safe and accessible way for our community.

An Integrated Transport Strategy (ITS) for the City of Adelaide (CoA) is being developed to replace the Smart Move, Transport and Movement Strategy 2012-22. The Strategy will provide:

- clear policy position for transport and streets within CoA.
- strategic directions, policies, network maps and an assessment framework to facilitate effective evidence-based decision-making and ongoing action and evaluation.

The ITS will reflect contemporary transport thinking and frameworks, including Healthy Streets, Movement and Place and the Safe Systems approach.

The Purpose of this workshop is to provide Council Members with a high-level overview of the Integrated Transport Strategy, including:

- Project objectives
- Project deliverables and schedule
- Community and stakeholder engagement approach
- Future touch points with Council.

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## KEY QUESTIONS

1. Do Council Members have any questions about the development of the Strategy?
2. What is Council Members' vision relating to the short- and long-term future of the City of Adelaide's transport network?
3. Do Council Members agree with the proposed purpose and approach to engagement?

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- END OF REPORT -

# Our Places

## Integrated Transport Strategy Update

The purpose of this workshop is to present Council Members with a high-level overview of the Integrated Transport Strategy

City of Adelaide  
Integrated Transport Strategy

AECOM+  
James Warfe and Damon Rao, AECOM  
Anna Deller-Coombs, URPS



Three items to focus on today:

Page 5

**KEY QUESTION**

Do Council Members have any questions about the development of the Strategy?

**KEY QUESTION**

What is Council Members' vision relating to the short- and long-term future of the City of Adelaide's transport network?

**KEY QUESTION**

Do Council Members agree with the proposed purpose and approach to engagement?

# Integrated Transport Strategy

## Strategy Background

The City of Adelaide's 2024-2028 Strategic Plan has an objective to facilitate and activate our places in a safe and accessible way for our community.

An Integrated Transport Strategy (ITS) for the City of Adelaide (CoA) is being developed to replace the Smart Move, Transport and Movement Strategy 2012-22.

The ITS will reflect contemporary transport thinking and frameworks, including [Healthy Streets](#), [Movement and Place](#) and the [Safe Systems approach](#).

The Strategy will be **bold, aspirational and innovative**.

It will include:

- A clear **policy position** for the future of movement and street space.
- **Network maps** that spatially represent transport policy position.
- An outline of **strategic directions** to facilitate effective decision-making and ongoing action and evaluation.
- Alignment with **other CoA priorities** to ensure consistency and connectedness:
  - City Plan & Integrated Climate Strategy
- **Consultation with DIT** to ensure alignment with the State Government's new Transport Strategy (under development).
- An **action plan** of projects and programs for implementation over time.
- The Strategy will include an Implementation Plan reflecting the project prioritisation framework and costs, which will inform future Business Plans and Budgets and the Long-Term Financial Plan.



### KEY QUESTION

Do Council Members have any questions about the development of the Strategy?

Alignment with your views and vision for the City is an important part of the Strategy development work.

We want to hear from you:

- What is important to you?
- What is your vision?

Page 7

## KEY QUESTION

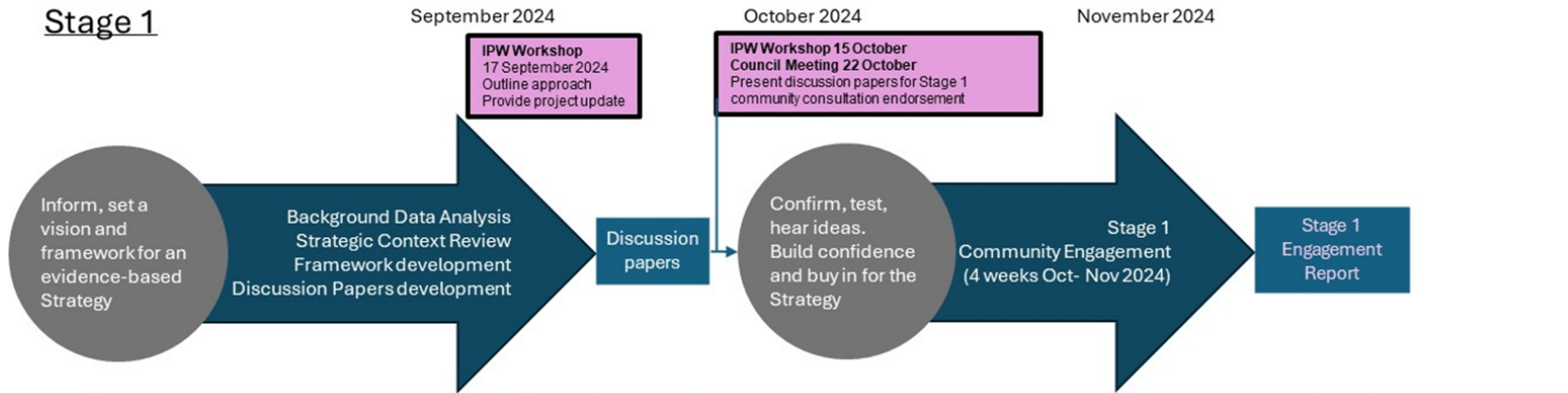
What is Council Members' vision relating to the short and long-term future of the City of Adelaide's transport network?

Your views will be incorporated into the next development of the Draft Strategy document.

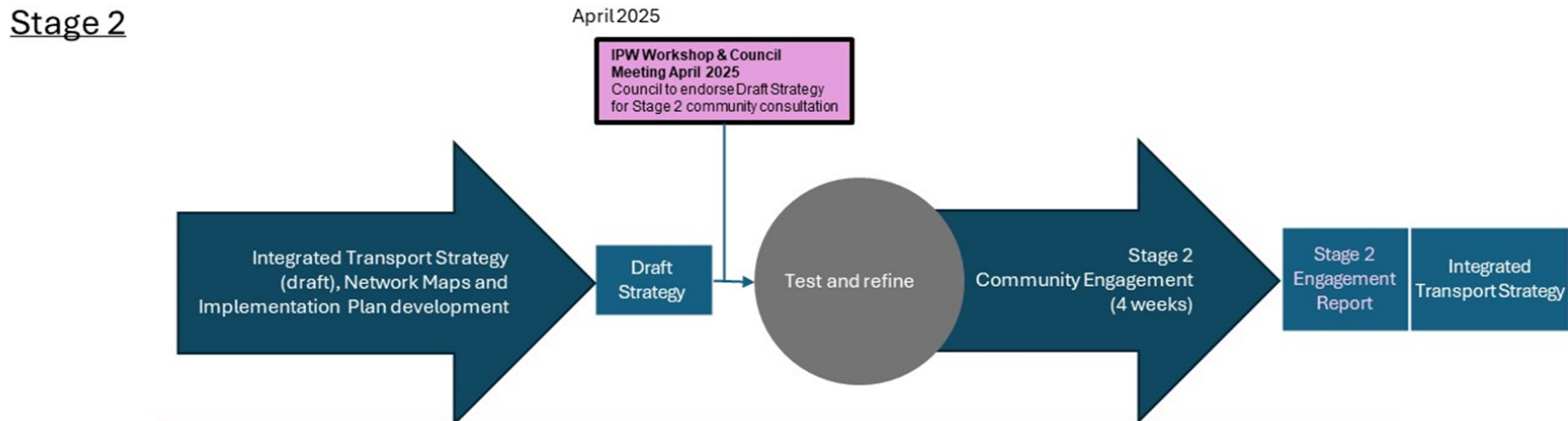


Frome Street - before and after

# Integrated Transport Strategy Project Deliverables and Schedule



Stakeholder engagement and input: DIT, Project Reference Group (PRG: external key stakeholder), Project Steering Group (PSG): internal stakeholders, CoA Advisory Panels



Stakeholder engagement and input: DIT, Project Reference Group (PRG: external key stakeholder), Project Steering Group (PSG): internal stakeholders, CoA Advisory Panels



## Stage 1 - Engagement Purpose

Hearing firsthand from everyone who moves around the City will be an important part to making sure the strategy is developed based on real experience and evidence.

Page 6 Engagement has commenced with the Department for Infrastructure and Transport and the Access & Inclusion Advisory Panel, in addition to internal engagement with teams relating to transport linkages within key City Plan strategies.

Community consultation on a **series of discussion papers** is planned for October 2024. The purpose of this consultation is to:

- Confirm key issues and themes from what we have heard already
- Confirm vision and objectives
- Test best practice examples and key strategic moves: *what are other cities doing and what does the evidence say to be successful*
- Receive feedback about opportunities, ideas and/ or issues
- Build confidence and buy in on the strategy.

## Stage 1 - Engagement Material - Discussion Papers

Stage 1, will involve engaging with the community on a series of transport related discussion papers covering:

- Cycling and cycle parking
- Public transport
- Motor vehicles and parking
- Urban freight, city servicing, waste transport and deliveries
- Street space and kerbside management
- Events, works and transport disruptions.

Papers previously developed by CoA Administration on walking / wheeling and shared micromobility will be included.

Each Discussion Paper will outline:

- The strategic context and current situation for CoA, and where and why there is a need for change
- A best practice review
- A review of current CoA documents
- Engagement: what we have heard
- Issues, barriers and opportunities
- What other cities are doing and key strategic moves.

## Stage 1 - Engagement Approach and Stakeholders

The following engagement approach has been proposed for Stage 1 in the Engagement Plan, prepared by AECOM and URPS:

- Collaborative planning workshops with key stakeholders x6
- Open community engagement sessions x4
- Panel discussion
- Active travel workshop – TBC

Page 11

The City of Adelaide will oversee an online engagement campaign through Our Adelaide. This will include resources available throughout the project as well as online surveys for people to participate outside of face-to-face engagement.

Stage 1 consultation approach (4 weeks):

- Online engagement campaign inc. surveys.
- Publishing of topic-specific **Discussion Papers** to inspire
- Collaborative planning workshops with key stakeholders x 6
- Open community engagement sessions x 4
- Panel discussions
- Youth-specific engagement materials / survey.

Engagement materials will be presented in October 2024 for Council endorsement prior to engagement commencing

### KEY QUESTION

Do Council Members agree with the proposed purpose and approach to engagement?

Three items to focus on today:

**KEY QUESTION**

Do Council Members have any questions about the development of the Strategy?

**KEY QUESTION**

What is Council Members' vision relating to the short- and long-term future of the City of Adelaide's transport network?

**KEY QUESTION**

Do Council Members agree with the proposed purpose and approach to engagement?

## 2024-2025 Australian Government Black Spot Program - Funding Deeds

Tuesday, 17 September 2024

Infrastructure and Public Works Committee

Strategic Alignment - Our Places

**Program Contact:**

Mark Goudge, Associate Director Infrastructure

Public

**Approving Officer:**

Tom McCready, Director City Services

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## EXECUTIVE SUMMARY

This report is to inform Council of the successful grant applications for the 2024/25 Australian Government Black Spot Program and to obtain a resolution of Council to affix the Common Seal to the Funding Deeds in accordance with section 38 of the *Local Government Act 1999 (SA)*.

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## RECOMMENDATION

The following recommendation will be presented to Council on 24 September 2024 for consideration

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE RECOMMENDS TO COUNCIL THAT COUNCIL

1. Notes the successful grant applications for the 2024/25 Australian Government Black Spot Program for safety upgrade works at the intersections of Hutt Street and South Terrace; and O'Connell Street and Archer Street.
  2. Authorises the Lord Mayor and Chief Executive Officer to affix the Common Seal of the Council to the Funding Deed under the 2024/25 Australian Government Black Spot Program for safety upgrade works at the intersections of Hutt Street and South Terrace; and O'Connell Street and Archer Street as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the Infrastructure and Public Works Committee held on 17 September 2024.
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## IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	<b>Strategic Alignment – Our Places</b> Work with partners to increase active and diverse transport measures to ensure drivers, cyclists and pedestrians can safely and easily move within the city with a goal to minimise road incidents and decrease fatalities
Policy	Smart Move Transport and Movement Strategy 2012-2022
Consultation	Notification to affected stakeholders will be undertaken prior to any construction commencing.
Resource	The projects are being managed internally.
Risk / Legal / Legislative	City of Adelaide (CoA) has a responsibility to monitor and improve road safety by taking measures to protect its area from hazards and to mitigate the effects of such hazards within the city. This project aims to reduce the risk of future potential crashes where these improvements have been implemented.
Opportunities	The Black Spot program is an opportunity to have infrastructure safety improvements delivered with financial assistance from the state and federal government.
24/25 Budget Allocation	Projects are 100 per cent funded by the Australian Government Black Spot Program noted below: Hutt Street and South Terrace intersection improvements - \$148,500 (GST inclusive) O’Connell Street and Archer Street intersection improvements - \$385,000 (GST inclusive)
Proposed 25/26 Budget Allocation	Not as a result of this report, as funding is through the Australian Government.
Life of Project, Service, Initiative or (Expectancy of) Asset	20 years
24/25 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	No changes to ongoing maintenance costs (reconfiguring and improving existing infrastructure)
Other Funding Sources	Projects are 100 per cent funded by the Australian Government Black Spot Program.

## DISCUSSION

1. Each year the City of Adelaide (CoA) proactively seeks Black Spot funding to address road safety concerns at locations where at least three casualty accidents have occurred at each location within a five-year period.
  2. Funding was sought for the following projects in the 2024/25 Australian Government Black Spot Program:
    - 2.1. Hutt Street and South Terrace intersection improvements (signal modifications to control right turns).
    - 2.2. O'Connell Street and Archer Street intersection improvements (signal modifications with scramble crossing and mast arms for O'Connell Street approaches).
  3. Since 2018, there have been eight casualty crashes causing nine minor injuries at the Hutt Street / South Terrace location, while in relation to O'Connell Street / Archer Street there have been nine casualty crashes causing eight minor injuries and one serious injury.
  4. We have been successful in securing funds to improve safety at these two locations as outlined in the correspondence from the Department for Infrastructure and Transport in **Attachment A**.
  5. Black Spot projects receive 100 per cent funding from the Australian Government to implement the project up to the grant amount. Subject to the execution of the Deeds we will receive the following amounts to implement the safety improvements:
    - 5.1. Hutt Street and South Terrace intersection improvements - \$148,500 (GST inclusive)
    - 5.2. O'Connell Street and Archer Street intersection improvements - \$385,000 (GST inclusive)
  6. The management of these projects will be resourced internally and delivered by the end of June 2025 in accordance with the Funding Deeds.
  7. To formalise this grant funding, CoA is required to enter into a Deed with the Department for Infrastructure and Transport. Section 38 of the *Local Government Act 1999 (SA)* provides that a Resolution of Council is required in order to affix the Common Seal to any such document.
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## ATTACHMENTS

**Attachment A** – 2024-2025 Australian Government Black Spot Program- Funding Deed

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- END OF REPORT -

Government  
of South AustraliaDepartment for Infrastructure  
and Transport

In reply please quote #21478625

Enquiries to Ty Edwards – ty.edwards@sa.gov.au

Mr Michael Sedgman  
Acting Chief Executive Officer  
City of Adelaide  
GPO Box 2252  
Adelaide SA, 5001

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**TRANSPORT  
STRATEGY AND  
NETWORK  
PLANNING**

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Adelaide SA 5000  
Karna Country

GPO Box 1533  
Adelaide SA 5001  
DX 171

**T** 1300 872 677**W** dit.sa.gov.auABN 92 366 288 135

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**Build. Move.  
Connect.**

Dear Mr Sedgman

**2024-2025 AUSTRALIAN GOVERNMENT BLACK SPOT PROGRAM**

On 26 July 2024, the Australian Government announced the South Australian projects approved for funding under the 2024-2025 Australian Government Black Spot Program.

I am pleased to advise that the following projects were approved funding under this program:

- Hutt Street and South Terrace Intersection Improvements, Adelaide
  - Signal modification to control right turns.
  - Approved funding: \$ 148,500 (GST inclusive).
  - Completion by the end of June 2025.
- O'Connell Street and Archer Street intersection improvements, North Adelaide
  - Signal modification with scramble crossing and mast arms for O'Connell Street approaches.
  - Approved funding: \$ 385,000 (GST inclusive).
  - Completion by the end of June 2025.

A funding deed has been prepared for each project, containing information about the project funding, conditions, reporting and payment arrangements.

Two copies of the deed for each project are attached.



**Please insert the required details in item 2 of Schedule 1, attach the seal and sign on page 8 and return both copies within six weeks from the date of this letter to:**

*Mr Ty Edwards  
Road Safety Engineer  
Transport Strategy and Planning Division  
Department for Infrastructure and Transport  
GPO Box 1533  
ADELAIDE SA 5001*

It is important that the obligations and conditions in the funding deed are met. Work on the project must be undertaken in accordance with appropriate Austroads, Australian and Departmental Standards and the requirements of the Notes on Administration for the Infrastructure Investment Black Spot Program, which is available on the Department's website at

[https://www.dit.sa.gov.au/towardszerotogether/building\\_safer\\_roads/black\\_spot\\_program](https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program).

Unfortunately, the following project submitted by the City of Adelaide was not successful in gaining Australian Government Black Spot funding:

- Unley Road and South Terrace, Adelaide
  - Intersection Upgrade

For further information regarding project nominations, please contact Ty Edwards on telephone number (08) 7133 2893 or email [Ty.Edwards@sa.gov.au](mailto:Ty.Edwards@sa.gov.au).

Yours sincerely



Lillia Rozaklis  
Acting Manager, Road Network Planning

29 July 2024

**FUNDING DEED**

under

**2024-2025 COMMONWEALTH INFRASTRUCTURE INVESTMENT  
BLACK SPOT PROGRAM**

Project Number	<b>126128-24SA-BS</b>
Location	<b>Hutt Road and South Terrace, Adelaide</b>
Project Description	Modification of signals to control right turns.
Project Funding	\$148,500 (GST Inclusive)

between

**THE COMMISSIONER OF HIGHWAYS**  
**(Grantor)**

and

**THE COUNCIL NAMED IN SCHEDULE 1**  
**(Council)**

**FUNDING DEED**

Between

**COMMISSIONER OF HIGHWAYS**, a body corporate pursuant to the *Highways Act 1926* (administered by the Department for Infrastructure and Transport) (ABN: 92 366 288 135).....(**Grantor**)

And

**THE COUNCIL NAMED IN SCHEDULE 1**, a body corporate under the *Local Government Act 1999*.....(**Council**)

It is agreed:

1. **BACKGROUND**

- 1.1 The Council has proposed to undertake the project (**Project**) described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose (**Purpose**) described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 (**Funding**).
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways (**Commissioner**).
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. **FUNDING**

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the **Funding Period** is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The **Start Date** and **End Date** are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
  - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
  - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.

The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.

- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.

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- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999 (GST Law)*.
4. **ADMINISTRATION OF DEED**
- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person (**Grantor's Representative**) for the time being in the position within the Department for Infrastructure and Transport (**Department**) set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person (**Council's Representative**) for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
  - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
  - (c) any significant changes to the nature and scope of the activities conducted by the Council;
  - (d) any other matter relevant to the granting of assistance;
  - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
  - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
  - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
  - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
  - (c) the overall effectiveness of the Funding throughout the Funding Period;
  - (d) compliance with legislation and generally accepted accounting principles; and
  - (e) compliance with the Council's constitution and the conditions of this deed.
- 5.3 The Council must permit any officer authorised by the Grantor:
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- (a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
  - (b) to interview employees of the Council on matters pertaining to the operations of the Council.

## 6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

- 6.1 use the Funding only for the Purpose for which the Funding was made;
- 6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 6.4 comply with its constitution;
- 6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;  

(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)
- 6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive) prepare financial statements in the nature of General Purpose Financial Statements; and
- 6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

## 7. CONDUCT OF THE PROJECT

- 7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.
- 7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.
- 7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

## 8. TERMINATION

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:

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- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
  - (b) withhold all future funding from the Council;
  - (c) pursue any legal rights or remedies which may be available to the Grantor; and
  - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

## 9. GENERAL TERMS AND CONDITIONS

### 9.1 Insurance

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999 (SA)* (**Act**) and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

### 9.2 Commonwealth Funded Project

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

### 9.3 Audit

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

### 9.4 Acknowledgements

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

### 9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents (**those indemnified**) from and against any loss or liability incurred or suffered

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by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 **Assignment**

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 **Publicity**

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 **Consent**

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 **Entire Deed**

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 **Proper Law**

The laws in force in South Australia apply to this deed.

9.11 **Jurisdiction of Courts**

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 **Compliance with Laws**

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 **Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by electronic mail, when the sender receives confirmation that the e-mail has been transmitted successfully to the correct e-mail address; or
- (c) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 **Performance and future proposals**

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 **Waiver**

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Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights.

A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.16 **Variation**

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.17 **Reading down and Severance**

In the event that any provision (or portion of any provision) of this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected.

The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.18 **Auditor General**

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.19 **Public Disclosure**

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 **Special Conditions**

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.



**EXECUTED as a DEED**

By the Grantor

**THE COMMON SEAL of the  
COMMISSIONER OF HIGHWAYS**

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was affixed on: .....  
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name: .....

By the Council

**THE COMMON SEAL of the  
COUNCIL NAMED IN SCHEDULE 1**

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was affixed on: .....  
(Date above)

(Affix Seal Above)

as attested by the Principal Member and  
Chief Executive Officer.

Signature:.....

Signature: .....

Print Name: .....

Print Name: .....

Principal Member

Chief Executive Officer

**SCHEDULE 1 - PARTICULARS****1. THE COUNCIL**

Name: **City of Adelaide**

Site Address: **Town Hall, Adelaide SA, 5000**

Postal Address: **GPO Box 2252, Adelaide SA, 5001**

ABN: **20 903 762 572**

**2. REPRESENTATIVES**

<b>Grantor's Representative</b>	<b>Council's Representative</b>
Name: <b>Russell Troup</b>	Name: _____
Position: <b>Director, Transport Strategy and Network Planning</b>	Position: _____
<b>Department for Infrastructure and Transport</b>	_____
Address: <b>GPO BOX 1533</b>	Address: _____
<b>ADELAIDE SA 5001</b>	_____
Telephone: <b>(08) 7133 2967</b>	Telephone: _____
E-mail: <a href="mailto:russell.troup@sa.gov.au">russell.troup@sa.gov.au</a>	E-mail: _____

**3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)**

The Purpose: The funding is provided for the purpose of the Council undertaking on the road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Number	<b>126128-24SA-BS</b>
	Project Description	<b>Modification of signals to control right turns.</b>

**Note:** Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DIT maintained roads).

Details of the Road(s): **Intersection of Hutt Road and South Terrace**

Is the Road(s) under the care control and management of the Commissioner of Highways:

**No**

**Note:** If under the care, control and management of the Commissioner then Schedule 2 will apply.

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#### 4. THE FUNDING

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The Funding: \$148,500 (GST Inclusive)

The Funding Period: Start Date: **1 July 2024**  
End Date: **30 June 2025**

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#### 5. MANNER & CONDITIONS OF PAYMENT

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##### Limit on payments

The Funding of \$148,500 (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

##### Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	<b>\$nil</b>
Allocation for Progress Payments	\$148,500
Total Funding	\$148,500

##### Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "Quarter" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

##### Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- quotes the relevant purchase order number allocated by the Grantor;
- is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- reflects the correct amount for payment under this deed; and
- is a valid Tax Invoice in accordance with GST Law.

The **Claim Form** must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

[https://www.dit.sa.gov.au/towardszerotogether/building\\_safer\\_roads/black\\_spot\\_program](https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program)

### Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

## 6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
<b>Project Report</b>	1 <sup>st</sup> Report- 1 <sup>st</sup> August  2 <sup>nd</sup> Report-1 <sup>st</sup> November  3 <sup>rd</sup> Report-1 <sup>st</sup> February  4 <sup>th</sup> Report- 1 <sup>st</sup> May  <b>or 7 days from request</b>	<ul style="list-style-type: none"> <li>• The progress of the Project and scheduling of works.</li> <li>• Updated Expenditure forecasts during the term of the funding period.</li> <li>• The management of the Funding (i.e. break down of expenditure of the Funding).</li> <li>• Any changes to the authorised scope of the Project.</li> <li>• Any significant changes to the nature, scope and cost of the activities conducted by the Council.</li> <li>• Any operational matters requested from time to time by the Grantor for inclusion in the Project Report.</li> <li>• Use Template as per <a href="https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program">https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program</a></li> </ul>
<b>Completion Report</b>	Within 30 days from the completing the works for the Project.	Use Template as per <a href="https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program">https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program</a>
<b>Financial Statements</b> (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p><b>Standard:</b> If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p> <p>(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)</p>

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**7. SPECIAL CONDITIONS**

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- 7.1 The Transport Strategy and Network Planning Directorate will contact Council for a commencement meeting or other meetings as required.

## **SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)**

### **1. APPLICATION OF THIS SCHEDULE 2**

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The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

### **2. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL**

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Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

### **3. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD**

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3.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

3.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
  - (i) the Department's requirements as per the DIT Master Specification available at [Works on Roads by Other Organisations - Department for Infrastructure and Transport - South Australia](#);
  - and
  - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
- (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
- (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
- (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012 (SA)* and the *Work Health and Safety Regulations, 2012 (SA)*];
- (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
- (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:  
[http://www.dit.sa.gov.au/contractor\\_documents](http://www.dit.sa.gov.au/contractor_documents) (intellectual property in the plans and drawings vests in the Commissioner).

3.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

**FUNDING DEED**

under

**2024-2025 COMMONWEALTH INFRASTRUCTURE INVESTMENT  
BLACK SPOT PROGRAM**

Project Number	<b>126134-24SA-BS</b>
Location	<b>O'Connell Street and Archer Street, North Adelaide</b>
Project Description	Installation of scramble crossing at the intersection with signal modification, and mast arms for O'Connell Street approaches.
Project Funding	\$385,000 (GST Inclusive)

between

**THE COMMISSIONER OF HIGHWAYS**  
**(Grantor)**

and

**THE COUNCIL NAMED IN SCHEDULE 1**  
**(Council)**



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**FUNDING DEED**

Between

**COMMISSIONER OF HIGHWAYS**, a body corporate pursuant to the *Highways Act 1926* (administered by the Department for Infrastructure and Transport) (ABN: 92 366 288 135).....(**Grantor**)

And

**THE COUNCIL NAMED IN SCHEDULE 1**, a body corporate under the *Local Government Act 1999*.....(**Council**)

It is agreed:

1. **BACKGROUND**

- 1.1 The Council has proposed to undertake the project (**Project**) described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose (**Purpose**) described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 (**Funding**).
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways (**Commissioner**).
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. **FUNDING**

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the **Funding Period** is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The **Start Date** and **End Date** are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
  - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
  - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.
- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.

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- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999 (GST Law)*.
4. **ADMINISTRATION OF DEED**
- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person (**Grantor's Representative**) for the time being in the position within the Department for Infrastructure and Transport (**Department**) set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person (**Council's Representative**) for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
  - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
  - (c) any significant changes to the nature and scope of the activities conducted by the Council;
  - (d) any other matter relevant to the granting of assistance;
  - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
  - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
  - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
  - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
  - (c) the overall effectiveness of the Funding throughout the Funding Period;
  - (d) compliance with legislation and generally accepted accounting principles; and
  - (e) compliance with the Council's constitution and the conditions of this deed.
- 5.3 The Council must permit any officer authorised by the Grantor:
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- (a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
- (b) to interview employees of the Council on matters pertaining to the operations of the Council.

## 6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

- 6.1 use the Funding only for the Purpose for which the Funding was made;
- 6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 6.4 comply with its constitution;
- 6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;  

(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)
- 6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive) prepare financial statements in the nature of General Purpose Financial Statements; and
- 6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

## 7. CONDUCT OF THE PROJECT

- 7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.
- 7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.
- 7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

## 8. TERMINATION

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:

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- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
  - (b) withhold all future funding from the Council;
  - (c) pursue any legal rights or remedies which may be available to the Grantor; and
  - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

## 9. GENERAL TERMS AND CONDITIONS

### 9.1 Insurance

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) (**Act**) and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

### 9.2 Commonwealth Funded Project

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

### 9.3 Audit

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

### 9.4 Acknowledgements

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

### 9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents (**those indemnified**) from and against any loss or liability incurred or suffered

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by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 **Assignment**

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 **Publicity**

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 **Consent**

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 **Entire Deed**

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 **Proper Law**

The laws in force in South Australia apply to this deed.

9.11 **Jurisdiction of Courts**

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 **Compliance with Laws**

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 **Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by electronic mail, when the sender receives confirmation that the e-mail has been transmitted successfully to the correct e-mail address; or
- (c) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 **Performance and future proposals**

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 **Waiver**

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Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights.

A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

**9.16 Variation**

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

**9.17 Reading down and Severance**

In the event that any provision (or portion of any provision) of this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected.

The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

**9.18 Auditor General**

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

**9.19 Public Disclosure**

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

**9.20 Special Conditions**

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

**EXECUTED as a DEED**

By the Grantor

**THE COMMON SEAL of the** )  
**COMMISSIONER OF HIGHWAYS** )  
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was affixed on: .....  
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name: .....

By the Council

**THE COMMON SEAL of the** )  
**COUNCIL NAMED IN SCHEDULE 1** )  
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was affixed on: .....  
(Date above)

(Affix Seal Above)

as attested by the Principal Member and  
Chief Executive Officer.

Signature:.....

Signature: .....

Print Name: .....

Print Name: .....

Principal Member

Chief Executive Officer

**SCHEDULE 1 - PARTICULARS****1. THE COUNCIL**

Name: **City of Adelaide**

Site Address: **Town Hall, Adelaide SA, 5000**

Postal Address: **GPO Box 2252, Adelaide SA, 5001**

ABN: **20 903 762 572**

**2. REPRESENTATIVES**

<b>Grantor's Representative</b>	<b>Council's Representative</b>
Name: <b>Russell Troup</b>	Name: _____
Position: <b>Director, Transport Strategy and Network Planning</b>	Position: _____
<b>Department for Infrastructure and Transport</b>	_____
Address: <b>GPO BOX 1533</b>	Address: _____
<b>ADELAIDE SA 5001</b>	_____
Telephone: <b>(08) 7133 2967</b>	Telephone: _____
E-mail: <a href="mailto:russell.troup@sa.gov.au">russell.troup@sa.gov.au</a>	E-mail _____

**3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)**

The Purpose: The funding is provided for the purpose of the Council undertaking on the road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Number	<b>126134-24SA-BS</b>
	Project Description	<b>Installation of scramble crossing at the intersection with signal modification, and mast arms for O'Connell Street approaches.</b>

**Note:** Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DIT maintained roads).

Details of the Road(s): **Intersection of O'Connell Street and Archer Street**

Is the Road(s) under the care control and management of the Commissioner of Highways: **No**

**Note:** If under the care, control and management of the Commissioner then Schedule 2 will apply.



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#### 4. THE FUNDING

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The Funding: \$385,000 (GST Inclusive)

The Funding Period: Start Date: **1 July 2024**

End Date: **30 June 2025**

#### 5. MANNER & CONDITIONS OF PAYMENT

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##### Limit on payments

The Funding of \$385,000 (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

##### Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$385,000
Total Funding	\$385,000

##### Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A “Quarter” is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

##### Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
  - (b) quotes the relevant purchase order number allocated by the Grantor;
  - (c) is accompanied by a Claim Form and invoices (if any) from the Council’s contractor(s) undertaking work for the Purpose;
  - (d) reflects the correct amount for payment under this deed; and
  - (e) is a valid Tax Invoice in accordance with GST Law.
-

The **Claim Form** must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

[https://www.dit.sa.gov.au/towardszerotogether/building\\_safer\\_roads/black\\_spot\\_program](https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program)

### Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

## 6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
<b>Project Report</b>	1 <sup>st</sup> Report- 1 <sup>st</sup> August  2 <sup>nd</sup> Report-1 <sup>st</sup> November  3 <sup>rd</sup> Report-1 <sup>st</sup> February  4 <sup>th</sup> Report- 1 <sup>st</sup> May  <b>or 7 days from request</b>	<ul style="list-style-type: none"> <li>• The progress of the Project and scheduling of works.</li> <li>• Updated Expenditure forecasts during the term of the funding period.</li> <li>• The management of the Funding (i.e. break down of expenditure of the Funding).</li> <li>• Any changes to the authorised scope of the Project.</li> <li>• Any significant changes to the nature, scope and cost of the activities conducted by the Council.</li> <li>• Any operational matters requested from time to time by the Grantor for inclusion in the Project Report.</li> <li>• Use Template as per <a href="https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program">https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program</a></li> </ul>
<b>Completion Report</b>	Within 30 days from the completing the works for the Project.	Use Template as per <a href="https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program">https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program</a>
<b>Financial Statements</b> (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p><b>Standard:</b> <u>If</u> the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p> <p>(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)</p>

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**7. SPECIAL CONDITIONS**

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- 7.1 The Transport Strategy and Network Planning Directorate will contact Council for a commencement meeting or other meetings as required.

## **SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)**

### **1. APPLICATION OF THIS SCHEDULE 2**

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The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

### **2. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL**

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Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

### **3. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD**

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3.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

3.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
  - (i) the Department's requirements as per the DIT Master Specification available at [Works on Roads by Other Organisations - Department for Infrastructure and Transport - South Australia](#);
  - and
  - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;

- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
- (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
- (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
- (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012 (SA)* and the *Work Health and Safety Regulations, 2012 (SA)*];
- (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
- (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:  
[http://www.dit.sa.gov.au/contractor\\_documents](http://www.dit.sa.gov.au/contractor_documents) (intellectual property in the plans and drawings vests in the Commissioner).

3.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

## Investigation into the Upgrade of the West Terrace and Sturt Street Intersection

Tuesday, 17 September 2024  
Infrastructure and Public Works Committee

Strategic Alignment - Our Places

**Program Contact:**  
Mark Goudge, Associate Director  
Infrastructure

Public

**Approving Officer:**  
Tom McCready, Director City Services

### EXECUTIVE SUMMARY

At its meeting on 14 May 2024, Council resolved for the Administration to prepare a report on the upgrade of the intersection of West Terrace and Sturt Street.

A preliminary design investigation has been undertaken to identify risks and seek a solution to address these risks and the issues raised in the petition received by Council.

The design investigation has identified that to improve the intersection's safety and functionality, including addressing current path widths and hazard clearances, additional space should be allocated for pedestrians and cyclists on the western side of West Terrace. This would require the removal of one northbound lane. The additional space could potentially accommodate new trees to create a buffer between the path and vehicle traffic lane and to provide shade for people using the path, as envisaged in the draft City Plan to create a greener boulevard. A high-level concept design has been developed in response to the investigation and is presented in [Link 1](#).

Preliminary traffic modelling of the effect on traffic operations shows a localised minor increase in delays to motorists on the northbound carriageway for the length of West Terrace between South Terrace and Sturt Street.

Noting that only a preliminary investigation with accompanying high level design work has been undertaken to inform the development of this report, additional funding would be required through the 2025/2026 Business Plan and Budget to further progress design development including more detailed traffic modelling, detailed cost estimation and consultation with external stakeholders including the Department for Infrastructure and Transport.

Future design development will also need to be coordinated with any proposed speed limit changes as part of the City Wide Speed Limit Review, which is planned to be presented to Council for consideration in late 2024.

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### RECOMMENDATION

The following recommendation will be presented to Council on 24 September 2024 for consideration

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE RECOMMENDS TO COUNCIL THAT COUNCIL

1. Notes the findings of this report.
2. Notes this initiative will be presented to Council for further consideration through the 2025/2026 Business Plan and Budget process, to enable further design development, detailed traffic modelling, detailed cost estimation and consultation with the Department for Infrastructure and Transport and other key stakeholders.
3. Notes that traffic changes to the adjacent Reeces Lane will be implemented in the 2024/25 Financial Year and design works will continue in 2024/25 to improve the road gradient at the intersection of Reeces Lane and Sturt Street.

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	<b>Strategic Alignment – Our Places</b> An upgrade of the West Terrace and Sturt Street intersection will provide a safer and more attractive walking and wheeling environment, encouraging active travel.
Policy	Not as a result of this report.
Consultation	Not as a result of this report.
Resource	Additional resources are required to further develop concept designs and to undertake additional and more detailed traffic modelling.
Risk / Legal / Legislative	Not as a result of this report.
Opportunities	Reduced crash risk for all transport modes and opportunity for increased greening.
24/25 Budget Allocation	No budget allocation.
Proposed 25/26 Budget Allocation	\$100,000 - \$200,000, subject to design scope.
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	Not as a result of this report.
Other Funding Sources	State Government grants may be available for implementation of projects.

## DISCUSSION

1. At its meeting on 14 May 2024, Council received a Petition – *Upgrades to the Intersection of West Terrace and Sturt Street*, and subsequently requested that the Administration prepare a report to further investigate upgrading the intersection.
2. This report has been developed in response to Council's request.

### Sturt Street Primary School Petition

3. The Petition – *Upgrades to the Intersection of West Terrace and Sturt Street* and subsequent discussions between Administration and the Principal of Sturt Street Community School, identified the following issues with the current operation of the West Terrace and Sturt Street intersection:
  - 3.1. A hostile walking and riding environment created by large vehicles travelling at speed along West Terrace and their proximity to path users.
  - 3.2. The inadequacy of the width of the path located adjacent to the West Terrace Cemetery to accommodate groups of children and accompanying carers when travelling to and from school and for school excursions.
  - 3.3. A risk of conflict between people using the shared path on the west side of West Terrace and motor vehicles using the access to the West Terrace Cemetery.
  - 3.4. A risk of conflict between passing cyclists and people accessing the push button to activate the crossing, located on the west side of West Terrace.
  - 3.5. Poor driver compliance with the traffic signals, with drivers disobeying traffic lights.
  - 3.6. Long delays for pedestrians waiting to cross West Terrace, resulting in risk taking with people crossing on a red pedestrian signal.
  - 3.7. Inadequate time separation between motor vehicles turning from Sturt Street and people walking and cycling across West Terrace, which has resulted in crashes.

### Site Context

4. The section of West Terrace in the vicinity of Sturt Street has a 60 kilometres per hour speed limit and hosts numerous transport functions including Adelaide Metro bus services with 29 routes in operation, and a daily traffic volume of 55,000 with 4% being commercial vehicles.
5. The Marino Rocks Greenway is located on the western side of West Terrace, forming part of a 15km walking and cycling route that connects the start of the *Coast to Vines Rail Trail* to the Adelaide CBD.
6. West Terrace in the vicinity of Sturt Street consists of 11 lanes of traffic including a dedicated northbound kerbside bus lane operating 7:00 am to 7:00 pm Monday to Friday. Parking is permitted within the eastern kerbside lane outside of peak traffic times. A pedestrian crosswalk is provided across West Terrace, south of Sturt Street. Cyclists are permitted to use this crossing. A dedicated bicycle crossing of West Terrace is aligned with the Sturt Street eastbound bicycle lane. Paths are provided both sides, with widths up to 4.5m on the east side and 3.2m on the west side, with the west side path operating as the Marino Rocks Greenway shared path.
7. The Sturt Street approach to West Terrace has the urban default speed limit of 50 km/hour and accommodates Adelaide Metro bus services with 7 routes in operation and overall daily traffic volumes of 5,700 with 4.8% being commercial vehicles.
8. The West Terrace Cemetery access has two lanes of traffic accommodating 110 vehicles per day. A signal controlled pedestrian crossing is provided across the access. This crossing allows people on the Marino Rocks Greenway to be held whilst motor traffic leaves and enters the cemetery. However, the current signal phasing and arrangement of the Sturt Street traffic lanes result in people on the path being held at a red signal every time the right turn vehicle movement from Sturt Street to West Terrace takes place.
9. Of the 20,300 vehicles per day recorded heading north along West Terrace, 11,500 originate from Anzac Highway, with 5,800 from Goodwood Road and 2,200 from South Terrace.
10. Since 2018 there have been three casualty crashes at the intersection causing one serious injury and two minor injuries. In addition to this there have also been another five reported non-casualty crashes in the intersection and another ten rear end crashes at intersection approaches.



## Investigation and Preliminary Assessment

11. Providing infrastructure that encourages more active travel and a greener built form aligns with the long-term aspirations of the City of Adelaide Strategic Plan 2024-2028: Our Environment, to create a resilient, protected and sustainable City. The draft City Plan – Adelaide 2036 aims to improve pedestrian access across West Terrace to the Adelaide Park Lands through reviewing road design and function, with a view to narrowing the roadway and increasing greening. West Terrace is identified in the City Plan (draft) as a high priority street for greening. The Integrated Transport Strategy will further support desired pedestrian, cycling and vehicular movements within the city.
12. The current intersection arrangement and connecting paths fail to meet current design guidance and best practice as follows:
  - 12.1. The Guide to Road Design Part 6A: Paths for Walking and Cycling (GRD6A) recommends a minimum width of 3m for a regional path or a principal bicycle network. Where there is a high probability of conflict between path users a greater width of 4m should be provided. The 4m path width is not achieved, with signalling equipment at the intersection creating restrictions reducing the useable width to 1.4m, which is reduced further when people are waiting to cross.
  - 12.2. GRD6A recommends a 1 metre clearance between the edge of the path and road traffic, with a wider clearance that includes low profile landscaping appropriate where the kerbside lane is heavily trafficked. Currently the existing path width is constrained by the kerb line and boundary fence of the cemetery. From a point 110m south of the cemetery access to a point 25m north of the cemetery access, the current clearance has been reduced to 0m.
  - 12.3. The current signal phasing allows left turning vehicles to filter through pedestrian crossing but vehicles are held back for a short time at the start of the pedestrian crossing phase (late start time). A Safe Systems approach would eliminate the left turn movement conflicting with the pedestrian crossing movement by holding the left turn until pedestrians have completed their crossing. This will influence the performance of the intersection. As a minimum, the late start time should be increased to allow pedestrians to cross to a position that is more visibly prominent to drivers.
  - 12.4. The green time allocated to the pedestrian and cycle crossing of West Terrace will use minimum values to provide more green time for West Terrace motor traffic. However, the minimum times are based on average walking speeds (1.2 metres per second) which are unlikely to be achieved by groups of children and people with mobility issues. The use of a slower walking speed of 0.8 metres per second should be considered, noting that this will reduce the green time allocated for West Terrace motor traffic.
  - 12.5. With the current speed limits and intersection layout, the intersection and adjacent roadway do not currently achieve Safe Systems alignment (the guiding framework for SA Road Safety Strategy). Traffic signals are not a primary Safe System control (as we know that compliance with traffic signals is an issue) and further concept design development will need to consider how primary Safe System alignment might be achieved.
13. A preliminary concept design has been produced to identify the extent of infrastructure modifications needed to reduce or eliminate the issues that have been identified. The preliminary concept design is shown in [Link 1](#). The opportunities and constraints revealed as part of the design process are summarised as follows:
  - 13.1. The ability to widen the shared path and increase the pedestrian waiting area on the west side of West Terrace is constrained by the boundary wall of the West Terrace Cemetery and the envelope of the West Terrace roadway. Of these two constraints, the most plausible opportunity to widen the path and pedestrian waiting area is to reduce the width of the West Terrace roadway.
  - 13.2. Any reduction of the West Terrace roadway will need to maintain the dedicated bus lane and would need to consider the effect on motor vehicle traffic flow on West Terrace and the connecting roads of Anzac Highway and Goodwood Road.
  - 13.3. By removing one northbound traffic lane on West Terrace the shared path can be increased to provide a minimum width of 4.2m, with an additional 1.5m planted verge to provide a buffer between path users and passing motor vehicles. The verge could yield 200m<sup>2</sup> of additional green space and up to 15 new street trees (subject to underground service location).
  - 13.4. At the West Terrace Cemetery access, the proposed 1.5m wide verge can be used by pedestrians when waiting to cross to stand clear of the shared path, reducing conflict with passing cyclists.
  - 13.5. To minimise the effect of removing a West Terrace northbound traffic lane, the bus lane and adjacent two northbound traffic lanes of the Anzac Highway will need to be maintained (11,500 vehicles per day) through the intersection, with the lane reduction solely effecting the two northbound traffic lanes

connecting from Goodwood Road (5,800 vehicles per day), which will need to merge into one lane north of South Terrace. This has the added benefit of increasing the merging distance of the Anzac Highway and Goodwood Road traffic lanes. The southbound traffic lanes of West Terrace do not need to be modified.

- 13.6. Preliminary traffic modelling of the effect of removing the northbound lane indicates that additional delays of approximately 15 seconds will be expected for motorists heading northbound on West Terrace during the commuter peak periods. However, more extensive traffic modelling that provides a fully calibrated and validated model is required.
- 13.7. Changing the signal phasing to hold left turning movements for longer and the use of a slower crossing speed will require modifications to the signal program and traffic signal infrastructure.
- 13.8. The bus stop on the west side of West Terrace (Bus Stop 1 West Terrace – West Side) can be indented, allowing buses to stop without hindering the progress of following buses.
- 13.9. The finalisation of the concept design will be subject to determining the speed limit for West Terrace resulting from the Citywide Speed Limit Review, noting that to achieve Safe System alignment (guiding framework for SA Road Safety Strategy) infrastructure needs are influenced by speed limits.

#### Next steps

14. Preliminary engagement with the Department for Infrastructure and Transport (DIT) and other key stakeholders seeking their views will be undertaken.
15. The proposal will be presented to Council for further consideration and endorsement through the 2025/2026 Business Plan and Budget process, to enable further design development, detailed traffic modelling, detailed cost estimation and further consultation with DIT and other key stakeholders.
16. Traffic changes to the adjacent Reeces Lane will be considered for implementation in the 2024/25 Financial Year and design works will continue in 2024/25 to improve the road gradient at the intersection of Reeces Lane and Sturt Street. Construction works at Reeces Lane is intended to occur in conjunction with the West Terrace and Sturt Street Intersection upgrade construction works.

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## DATA AND SUPPORTING INFORMATION

**Link 1** – High Level Concept Plan for West Terrace / Sturt Street Intersection Improvements

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## ATTACHMENTS

Nil

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- END OF REPORT -

## Draft 'Naming Policy for Roads'

Strategic Alignment - Our Places

Public

**Tuesday, 17 September 2024**  
**Infrastructure and Public Works Committee**

**Program Contact:**  
Mark Goudge, Associate Director  
Infrastructure

**Approving Officer:**  
Tom McCready, Director City  
Services

## EXECUTIVE SUMMARY

Section 219(5) of the *Local Government Act 1999 (SA)* requires Council to have a policy relating to the naming of public and private roads. Council adopted the current 'Road Naming Policy' in June 2000, and it has not been reviewed since its adoption.

A review has been undertaken and has resulted in the development of a new policy, which is now titled 'Naming Policy for Roads'. The main change from the existing policy is that minor roads (lanes etc) may now be named. At its meeting on 28 May 2024, Council considered a report on a proposed new policy and resolved:

*'To defer the item to a future meeting of the Infrastructure and Public Works Committee.'*

This report provides additional information as requested at the meeting on 28 May 2024 and seeks the Committee's recommendation for Council to adopt the Draft 'Naming Policy for Roads'.

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## RECOMMENDATION

The following recommendation will be presented to Council on 24 September 2024 for consideration

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE RECOMMENDS TO COUNCIL  
THAT COUNCIL

1. Adopts the 'Naming Policy for Roads' as contained in Attachment A to Item 7.3 on the Agenda for the meeting of the Infrastructure and Public Works Committee held on 17 September 2024.
  2. Notes that the 'Naming Policy for Roads' as contained in Attachment A to Item 7.3 on the Agenda for the meeting of the Infrastructure and Public Works Committee held on 17 September 2024 will supersede the 'Road Naming Policy' that was adopted by the City Projects Committee on 13 June 2000.
  3. Authorises the Chief Executive Officer (or delegate) to make minor, typographical, syntactical and technical updates to the 'Naming Policy for Roads' as contained in Attachment A to Item 7.3 on the Agenda for the meeting of the Infrastructure and Public Works Committee held on 17 September 2024, to finalise the document.
-

## IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	<b>Strategic Alignment – Our Places</b>
Policy	This report requests that Council consider and endorse a draft policy relating to the naming of public and private roads. The draft policy is titled 'Naming Policy for Roads'.
Consultation	The Surveyor-General is responsible for advising the Minister for Planning who responsible for the <i>Geographical Names Act 1991 (SA)</i> in relation to the naming of places in South Australia. The Surveyor-General was consulted during the drafting of the new policy ('Naming Policy for Roads').
Resource	Internal resources were used in researching and drafting the new policy ('Naming Policy for Roads').
Risk / Legal / Legislative	The <i>Local Government Act 1999 (SA)</i> requires Council to have a policy relating to the naming of public and private roads.
Opportunities	If Council adopts the draft policy ('Naming Policy for Roads') it will have the ability to assign names to numerous lanes that are currently unnamed.
24/25 Budget Allocation	Not as a result of this report
Proposed 25/26 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The draft policy ('Naming Policy for Roads') will remain relevant until such time as Council determines a review or further revision.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

# DISCUSSION

## Legislative framework for naming

1. In South Australia, the power to assign names to roads and places is split between State and Local Governments pursuant to the following acts:
  - 1.1. *Geographical Names Act 1991 (SA)* - The *Geographical Names Act 1991 (SA)* gives the Minister for Planning the power to assign a name to, or change the name of, a 'place' (as defined in that act).
  - 1.2. *Local Government Act 1999 (SA)* - Section 219(1) of the *Local Government Act 1999 (SA)* gives a council the power to assign a name to, or change the name of, a 'public road', a 'private road' or a 'public place' (as defined in that act).
2. The *Geographical Names Act 1991 (SA)* requires the Surveyor-General to advise the Minister for Planning on any matters related to the naming of a 'place'. A 'Geographical Names Unit' (the Unit) has been established within the Office of the Surveyor-General to provide expertise in that field.
3. Whilst the Surveyor-General's powers and duties only relate to the naming of 'places' in theory, in practice the Unit is the recognised authority in relation to the naming of all features – including roads. The Unit has collaborated with national and international industry bodies to ensure consistent naming throughout South Australia - by way of input into the relevant Australian Standard - AS/NZS 4819:2011 ('Rural and Urban addressing') in particular.
4. The Administration has consulted with the Unit in relation to the drafting of a new policy for the naming of roads, along with an external consultant who was the former Manager of the Unit and is widely recognised as an expert in naming in South Australia, Australia and internationally.

## Policy

5. Section 219(5) of the *Local Government Act 1999 (SA)* requires a council to prepare and adopt a policy relating to the naming of 'public roads', 'private roads' and 'public places' – noting that these terms have specific meanings under the *Local Government Act 1999 (SA)* and are therefore written in italics hereafter in this Report.
6. In relation to Council's obligation to adopt a policy for the naming of *public roads* and *private roads*, on 13 June 2000 the City Projects Committee adopted the 'Road Naming Policy' (the Existing Policy) [\[Link 1\]](#). This policy is now due for review, primarily because an Australian Standard has since been introduced in relation to the naming of roads, the principles of which should be incorporated into Council's policy framework.
7. The Administration has completed this review and is now requesting that Council consider adopting a draft policy, which will be known as the 'Naming Policy for Roads' (the New Policy), which is shown as **Attachment A**. The title 'Naming Policy for Roads' was used instead of 'Road Naming Policy' because a policy relating to the naming of *public places* is also being drafted, which will be titled 'Naming Policy for Places'. It is more intuitive for the two policies relating to the naming of features to have titles that start with 'Naming Policy for...'.
  8. Section 219(6) of the *Local Government Act 1999 (SA)* provides that a council may alter a policy or substitute a new policy in relation to road naming, however Council has not delegated that power to the Administration.

## Response to feedback from the Infrastructure and Public Works Committee on 28 May 2024

9. A report on this matter was presented to the Infrastructure and Public Works Committee on 28 May 2024. The decision of the Committee was that it '*Defers the item to a future meeting of the Infrastructure and Public Works Committee*'. The Committee raised concerns that the New Policy would result in numerous instances of existing road names in the City of Adelaide not complying with the New Policy. An example provided by the Committee was that streets crossing King William Street have different names either side of King William Street and would therefore, not comply with the New Policy.
10. The Committee's concerns have been addressed by amending section 2 of the New Policy to acknowledge that the City of Adelaide has its own unique history in relation to the naming of its roads, streets and laneways and recognises the historical significance of the naming of roads and that the New Policy will only be applied in relation to names that are assigned to roads after the adoption of the Policy. i.e. there is no intent to change the names of roads that do not comply with the New Policy.
11. Notwithstanding the amendment to the New Policy, Council will still be able to exercise its discretion to rename roads that are causing confusion to the public and first responders if it wishes to.

## The review methodology

12. In undertaking the review of the Existing Policy, the Administration investigated 'best practice' principles in relation to the naming of roads. The primary source for these principles was:
  - 12.1. AS/NZS 4819:2011 ('Rural and Urban addressing').
  - 12.2. The Local Government Association's 'Model Policy for the Selection of Road Names' [\[Link 2\]](#) (drafted in 2010), which drew on the relevant Australian Standard at the time (the predecessor of AS/NZS 4819:2011) and also the expertise of the 'Geographical Names Unit'.
13. In drafting the New Policy, the Administration has adopted the principles provided by these documents wherever possible. It has also relied upon the advice of the Surveyor-General, the 'Geographical Names Unit' and an external expert.

## Assigning of road names to previously unnamed roads

14. The documents listed in paragraph 11 require that all formed *public roads* and *private roads* will be assigned names. The New Policy differs slightly in that whilst it requires that all formed *public roads* will be assigned names, along with unformed *public roads* that are used by vehicles or pedestrians, it states that *private roads* 'may' be assigned names i.e. it is not compulsory. The requirement to assign names to all *private roads* is considered unnecessary and should be left to Council's discretion.
15. The Existing Policy does not allow names to be assigned to some roads (including *public roads*), stating that:

*'Where a minor road has no property fronting onto it, or it is considered to be only a minor access lane to a small number of properties, then Council will not allocate a street name to it.'*
16. This policy position was changed when drafting the New Policy because there are numerous *public roads* that fit the description in paragraph 14 yet would benefit from having a name, noting there are various benefits in a road having a name beyond addressing purposes - including for asset management and emergency services purposes.
17. As can be seen in this document, [\[Link 3\]](#) there are about 43 *public road* segments (for naming purposes) that are currently unnamed. The New Policy requires them to be named.
18. There are at least 100 *private road* segments that are currently unnamed. Some of these may also benefit from having names.

## No company names

19. One notable principle in the LGA's 'Model Policy for the Selection of Road Names' (refer to paragraph 11.2) is that road names that are related to a '*commercial or company*' enterprise shall not be used. This principle is not in the Existing Policy; however, it has been adopted in the New Policy.

## Existing road names that do not comply with the New Policy

20. Given almost all of the City of Adelaide's roads were named prior to the release of the documents listed in paragraph 11, there are numerous instances where existing road names do not comply with the New Policy. Most examples are related to the principle that:

*'The name element of a road name, regardless of any difference in the road 'type', shall not be the same as an existing road name....'*
21. As can be seen in this document, [\[Link 4\]](#) there are at least 38 instances where the 'name element' of a road name is the same as an existing road.
22. Another common instance where road names do not comply with AS/NZS 4819:2011 relates to the principle that:

*'A single length of road will have only one name.'*
23. In testing this principle, it is first necessary to determine what a '*single length of road*' is for the purpose of naming. As the New Policy states, a road segment must have '*logical start and end points*'. This can be subjective. For example, it requires thought as to whether the name of a road should be different either side of a 90 degree bend in the road.
24. As can be seen in this document, [\[Link 5\]](#) there are at least 15 instances in the City of Adelaide where an 'L' shaped road has the same name either side of a 90 degree bend in the road. Conversely, as can be seen in this document, [\[Link 6\]](#) there are at least six instances in the City of Adelaide when an 'L' shaped road has *different* names either side of a 90-degree bend in the road.

25. Advice received from the external consultant is that a 90 degree bend in a road is not a *'logical start or end point'* of the road (for naming purposes) when it results in an 'L' shaped road.
26. Conversely, a 'T' junction in a road *is* considered to be a *'logical start or end point'* of the road (for naming purposes).
27. The vast number of 'T' junctions in the City of Adelaide do have different names either side of the 'T' intersection, however, as can be seen in this document [\[Link 7\]](#) there are at least 15 instances where a 'T' shaped road has the *same* name either side of the 90-degree bend in the road comprising the 'T' intersection.
28. There are also other examples where a single length of road has different road names assigned to it. Most relate to when the City of Adelaide was first laid out, with the streets running in an east-west direction having different names either side of King William Street - for example, Grenfell Street on the eastern side of King William Street and Currie Street on the western side of King William Street. This was done because of a policy consideration at the time of naming than no road should cross over the road named after the King of England. For that reason, it could be argued that King William Street *does* constitute the *'logical start or end point'* of the roads crossing it.
29. As can be seen in this document, [\[Link 8\]](#) there are three instances where a *'single length of road'* has two names, noting that the changes from one name to the other do not coincide with a *'logical start or end point'* of the roads.
30. As can be seen in the examples in this document, [\[Link 9\]](#) there are instances where roads created after the original subdivision of the City of Adelaide have different names either side of roads that were created in the original subdivision. In these instances, the junction of the minor road and more major road is the *'logical start or end point'* of the more minor road, so are compliant with the New Policy, because it states:
 

*'When a road crosses a more significant road (in terms of width or traffic volumes), different names should generally be assigned to the portions either side of the more significant road, because the more significant road is considered to be the 'logical start or end point' of the less significant road in most circumstances.'*

#### **Changes required as a result of adopting the New Policy**

31. As discussed in section 2 of the New Policy, the City of Adelaide has its own unique history, including in relation to the naming of its roads. As such, the names of roads assigned prior to the adoption of the New Policy may only be changed in circumstances where they are causing confusion – including to the public and first responders. The most obvious instances where this could occur are shown in this document [\[Link 10\]](#).
  - 31.1. The name 'Gilbert Place' has been applied to two distinct road segments (for naming purposes).
  - 31.2. The name 'Dukes Lane' has been applied to a network of three distinct road segments (for naming purposes).
  - 31.3. The name 'Vinrace Street' has been applied to a network of three distinct road segments (for naming purposes). This issue has been raised by the owner of a property adjoining one of the segments comprising Vinrace Street.
  - 31.4. The prefix of 'Tomsey' is used on four adjacent roads (Tomsey Court, Tomsey Lane, Tomsey Street, Tomsey Alley). This has been raised by the owner of a property adjoining one of the Tomseys.

#### **Naming Policy for public places**

32. In relation to Council's obligation to adopt a policy for the naming of *public places* (refer to paragraph 5.3), Council does not have a policy. The Administration is currently working with the Surveyor-General to address anomalies with the names that have been assigned by Council in the Park Lands. Once that work has been completed the Administration will bring a further report back to Council, requesting its consideration and adoption of a policy for the naming of *public places*. That policy will be titled 'Naming Policy for Places'.

#### **Next steps**

33. If Council adopts the New Policy ('Naming Policy for Roads') – as shown in **Attachment A** - notice will be given in the SA Government Gazette, The Advertiser and on the City of Adelaide website, as required under section 219(7) of the *Local Government Act 1999 (SA)*.

# DATA AND SUPPORTING INFORMATION

**Link 1** - 'Road Naming Policy' (Existing Policy)

**Link 2** - Model Policy for selecting road names for local councils

**Link 3** - Unnamed *public roads*

**Link 4** - Examples where a road has more than one name

**Link 5** - Examples where L-shaped road has a single name

**Link 6** - Examples where L shaped roads have two names

**Link 7** - Examples where T-shaped roads have the same name

**Link 8** - Examples of different road names for single length of road

**Link 9** - Examples of different road names either side of major road

**Link 10** - Road names that should be changed

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## ATTACHMENTS

**Attachment A** – 'Naming Policy for Roads'

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- END OF REPORT -



# NAMING POLICY FOR ROADS

*Date this document was adopted*

*legislative*

**PURPOSE** Section 219(1) of the *Local Government Act 1999 (SA)* gives a council the power to assign a name to, or change the name of:-

- a *public road*
- a *private road*
- a *public place*

Section 219(5) of the *Local Government Act 1999 (SA)* requires a council to prepare and adopt a policy relating to the assigning of names to *public roads*, *private roads* and *public places*. The purpose of this Policy is to meet Council's legislative requirements in relation to *public roads* and *private roads*.

**STATEMENT** The assigning of a name to (or the changing of a name of) *public roads* and *private roads* will be in accordance with the following policy positions:

**1. *Public roads or private roads that Council may assign a name to***

Pursuant to section 219(1a) of the *Local Government Act 1999 (SA)*, Council will assign names to all *public roads* created by land division.

Council will assign names to:

- all formed *public roads*
- all unformed *public roads* that are used by vehicles, pedestrians or both.

Council may assign names to other *public roads* if it considers it appropriate to do so.

Council may assign names to *private roads* if it considers it appropriate to do so. This may include *private roads* within hospitals, universities and retirement villages.

The owners of *private roads* are not obliged to seek Council approval for naming their roads. However, they should be encouraged to select a name that complies with this Policy and is endorsed by Council, noting that Council has the power to change the name of a *private road* if it considers it appropriate to do so (refer to paragraph 2).

**2. *Public roads or private roads that Council may change the name of***

Council may change the name of a *public road* or *private road* if it considers it appropriate to do so, however it is a widely accepted principle that road names are supposed to be enduring and should only be changed if necessary.

The City of Adelaide has its own unique history - including in relation to the naming of its roads - and it is important that this history is respected.

The major streets of Adelaide, as delineated on Colonel Light's original plan, were named by a Street Naming Committee on 23 May 1837. Most were named after persons instrumental in the foundation of the colony.

Thereafter any person who subdivided a piece of land and established a new street had the privilege of naming the thoroughfare, with the result that, in the absence of official control, the derivation of many of the less important street names became lost in obscurity.

For those street names whose origin is known, there are a range of themes for the names that were chosen. For example:-

- Eliza Street was named after the wife of David Randall, who subdivided two Town Acres (through which the street passes).
- York Lane was named after the York Hotel, which once existed on the south-east corner of Rundle Street and Pulteney Street.

A document named 'Nomenclature of the streets of Adelaide and North Adelaide' ([https://published.collections.slsa.sa.gov.au/placenamesofsouthaustralia/Streets\\_of\\_Adelaide\\_and\\_Nth\\_Adelaide.pdf](https://published.collections.slsa.sa.gov.au/placenamesofsouthaustralia/Streets_of_Adelaide_and_Nth_Adelaide.pdf)) documents the origins of many of the street names in Adelaide.

Most of the principles outlined in section 3 of this Policy are from AS/NZS 4819:2011 – "Rural and urban addressing". However, almost all the road names in the City of Adelaide were assigned prior to the introduction of AS/NZS 4819:2011. As a consequence, in many instances the names assigned in the City of Adelaide do not comply with AS/NZS 4819:2011 (and therefore this Policy). Notwithstanding this, for reasons outlined above (in relation to Adelaide's unique history) the policy principles outlined in section 3 are not intended to be applied retrospectively to remedy those road names. One exception is when the name of a road is causing confusion to the public and first responders in which case Council may change the name.

### **3. Principles to be observed when assigning a name to (or changing the name of) a public road or private road**

#### **3.1 Extent of a length of road (for naming purposes)**

A length of road, for naming purposes, must have logical start and end points.

This can be subjective, but as a guide:

- A single road name should generally be assigned to "L" shaped roads and "U" shaped roads, because a 90-degree bend in a road is not considered to be the 'logical start or end point' of that road.
- Two road names should generally be assigned to a "T" shaped road, as the "T" intersection is considered to be the 'logical start or end point' of one road.
- When a road crosses a more significant road (in terms of width or traffic volumes), different names should generally be assigned to the portions either side of the more significant road, because the more significant road

is considered to be the 'logical start or end point' of the less significant road in most circumstances.

### 3.2 Source

Every road name shall consist of a 'name' (e.g. Currie, Grenfell) followed by a 'type' (e.g. Street, Road, Lane). Sources for the 'name' element can be anything, but may include:

- Aboriginal names taken from the Kurna language
- Eminent people who have a strong connection with the City of Adelaide
- People who have made a significant contribution to the betterment of the City of Adelaide and/or its community
- Local history

### 3.3 Length of road name

The length of a road name should be shorter, rather than longer, especially where the road itself is short.

### 3.4 Uniqueness

A single length of road shall have only one name. Notwithstanding, as discussed in section 2, there is no intent to change existing instances of road names that are inconsistent with this policy position, the most obvious example being where "a single length of road" either side of King William Street has different names.

A named road shall include only one section navigable by vehicles. Unconnected navigable sections, such as when separated by an unbridged stream, pedestrian segment, railing (or other traffic blocking infrastructure) etc. shall be assigned separate names.

The name element of a road name, regardless of any difference in the road 'type', shall not be:-

- the same as an existing road name; or
- similar in spelling to an existing road name; or
- similar in sound to an existing road name.

in the City of Adelaide (and preferably not in the State either).

### 3.5 Propriety

Road names within the following categories will not be used:-

- names that are offensive, racist, derogatory or demeaning.
- names that are incongruous (out of place).
- names that are associated with a current business, company or commercial enterprise.

If a road is proposed to be named after a person:-

- The name of living persons should be avoided, being used only in exceptional circumstances.

- A given name or initials will only be included with a family name where it is essential to identify an individual or where it is necessary to avoid ambiguity.
- A balance between genders should be sought (for names assigned following adoption of this Policy).

### 3.6 Spelling

Road names should be easily pronounced and spelt and should be easily understood when written or in a conversation; however, in the case of Kurna names it is accepted that a name which may appear at first to be complex will, over time, become familiar and easy to use within the community.

Where a road name is derived from Kurna language it shall comply with the written form as approved by the Kurna community.

Where it is intended that a road have the same name as a place or feature with an approved geographical name, particular care will be taken to ensure that the correct spelling of the official place name is adopted as shown in the State Gazetteer.

Where the spelling of a road name has been changed by long established local usage, unless there is a particular request by the local community to retain the original name, the spelling that is sanctioned by general usage will be adopted.

Road names will not contain abbreviations e.g. the "Creek" in "Wallaby Creek Road" must not be abbreviated. There are, however, two exceptions, "St" will always be used in place of "Saint" and it is acceptable to use "Mt" for "Mount".

The apostrophe mark in road names will be omitted in the possessive case e.g. "Smith's Road" will be "Smiths Road".

Road names will avoid the use of the possessive "s" unless the euphony becomes harsh e.g. "Devil Elbow".

The use of hyphens will be avoided in road names. However, hyphens may be used when naming a road after a person with a hyphenated name.

A road name shall only use characters from the standard alphabet. Special characters (e.g. @, &, !) shall not be used.

A road name shall not contain Arabic numerals (e.g. '3' or '4<sup>th</sup>) or Roman numerals. Where numbers are used they will be written in full (e.g. Fifth Avenue, Ten Mile Road).

A road name shall have the same spelling as any name from which it is derived (e.g. McDonnell and McDonnell Road, not McDonnell and MacDonnell Road).

### 3.7 Form

A road name should not include a preposition (e.g. Avenue of the Allies).

A road name shall not include qualifying terminology, a cardinal indicator, or a similar *prefix* (e.g. Upper, New, North, South) unless the road name is derived from a name which includes it.

Similarly, a directional or similar device shall not be used as a *suffix* to uniquely define road extremities (e.g. White Road East and White Road West).

Notwithstanding, where an existing road with a single road name is subsequently bisected as a result of traffic management planning or some other reason, it may be appropriate to delineate each half of the road by the addition of a compass point *suffix* for the purposes of assisting with locating the appropriate part of the road.

Unduly long road names and road names composed of two or more words should be avoided, noting that some roads require a two-word name because of their geographic relationship e.g. Proof Range Road.

### 3.8 Type

As discussed in paragraph 3.1, every road name shall consist of a 'name' (e.g. Currie, Grenfell) followed by a 'type' (e.g. Street, Road). The 'type' shall be selected from Appendix A in AS/NZS 4819:2011 and shall convey the function and characteristics of the Road as described in the Appendix.

## 4. Consultation

Council will consult with the owners of land adjoining a *public road* or *private road* when it proposes to assign a name to, or change the name of, the road. Broader consultation should be considered if the road name being assigned or changed is for a major road or if the name being proposed could be considered contentious.

Council will consult the local Kurna community when choosing Kurna names or using words from the Kurna language.

Council will consult with the owner of a *private road* (where identifiable after reasonable enquiries) if it proposes to assign a name to, or change the name of, the road.

Pursuant to section 219(2) of the *Local Government Act 1999 (SA)*, if Council proposes to change the name of a *public road* that runs into the area of an adjoining council, Council must give the adjoining council at least two months' notice of the proposed change and consider any representations made by the adjoining council in response to the notice.

A council's powers to assign a name to, or change the name of, a *public road* pursuant to section 219(1) of the *Local Government Act 1999 (SA)* does not apply to roads that are vested in or under the care, control and management of the Commissioner of Highways. Rather, the Commissioner of Highways has the power to name these roads (pursuant to section 26(6) of the *Highways Act 1926 (SA)*). Notwithstanding this, there

are no roads that are under the care, control and management of the Commissioner of Highways in the City of Adelaide because section 2 of the *Highways Act 1926 (SA)* states that the Act does not apply to the City of Adelaide.

Notwithstanding this, Council will consult with the Commissioner of Highways on any proposal to assign a name to (or change the name of) a public road that runs into the area of an adjoining council in circumstances where the road in the adjoining council area is under the care, control and management of the Commissioner of Highways.

#### 5. Notification

Pursuant to section 219(3)(a) of the *Local Government Act 1999 (SA)*, Council must notify the Registrar-General, Surveyor-General and Valuer-General if it assigns a name to, or changes the name of, a *public road* or *private road*. The use of the single established email contact ([AGD.Addressing@sa.gov.au](mailto:AGD.Addressing@sa.gov.au)) for this notification will suffice as this information is then processed through the Address Road Integrated Database (ARID) for incorporation into the data maintained by the three Generals.

Pursuant to section 219(4) of the *Local Government Act 1999 (SA)*, Council must give *public notice* (as defined in the *Local Government Act 1999 (SA)*) of a decision to assign a name to, or change the name of, a *public road* or *private road*.

#### 6. Date of effect of assigned or changed road name

The date of effect of the new or changed road name will be determined at the time of the decision to assign the name, so as to allow sufficient time for all stakeholders to make arrangements to ensure a smooth transition. The date of effect will be determined after considering:

- with respect to changing the name of a road, the impact on existing property owners, residents, tenants and occupiers. For example, the time required to advise relevant parties to change letterhead, stationery and advertising references;
- potential confusion for people using maps and street directories that effectively become out of date; and
- the desire of some developers to sell property 'off the plan' and the opportunity for new owners to know their future address at an early stage.

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#### OTHER USEFUL DOCUMENTS

##### Related documents

- AS/NZS 4819:2011 – "Rural and urban addressing"
- Local Government Association - "Model policy for the selection of road names".

##### Relevant legislation

- *Local Government Act 1999 (SA)*
  - *Geographic Names Act 1991 (SA)*
-

**GLOSSARY** Throughout this document, the below terms have been used and are defined as:

**public road** – as defined in the *Local Government Act 1999 (SA)*

**private road** – as defined in the *Local Government Act 1999 (SA)*

**ADMINISTRATIVE**

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every 5 years unless legislative or operational change occurs beforehand. The next review is required in 2029.

**Review history:**

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2003/14524	City Projects Committee	13/06/2000	Original Policy

**Contact:**

For further information contact the Infrastructure Program

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 +61 8 8203 7203  
[city@cityofadelaide.com.au](mailto:city@cityofadelaide.com.au)

## Capital Works Monthly Project Update - August 2024

Strategic Alignment - Our Corporation

Public

Tuesday, 17 September 2024

Infrastructure and Public Works Committee

**Program Contact:**

Mark Goudge, Associate Director Infrastructure

**Approving Officer:**

Tom McCready, Director City Services

This report provides a summary view of the Capital Works Program delivery and financial performance as of 31 August 2024 including a snapshot of headline projects either complete or in progress, future procurement activities and upcoming community consultation and engagement activities.

The Infrastructure Program will present a monthly report to the Infrastructure & Public Works Committee reflecting the previous monthly performance.

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## RECOMMENDATION

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL:

1. Notes the Capital Works Program Update for August 2024 as contained within this report and Attachment A to Item 7.4 on the Agenda for the meeting of the Infrastructure & Public Works Committee held on 17 September 2024.
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## IMPLICATIONS AND FINANCIALS

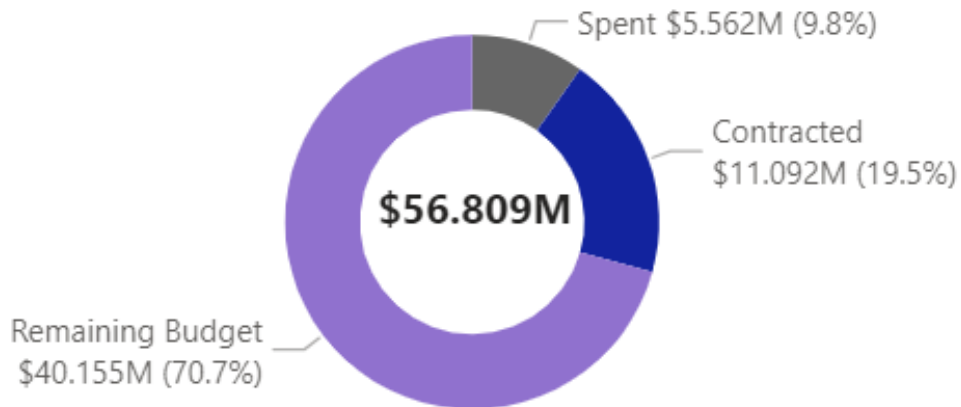
City of Adelaide 2024-2028 Strategic Plan	<a href="#">Strategic Alignment – Our Corporation</a> Strategy, Value and Efficiency - Strategic and Capital Projects are delivered on time and on budget (target 75%)
Policy	Not as a result of this report
Consultation	Consultation and / or engagement to various levels as required for the delivery of each project has or will be undertaken.
Resource	Projects delivered through a combination of Council resources, contract staff and external contractors and suppliers.
Risk / Legal / Legislative	Not as a result of this report
Opportunities	Not as a result of this report
24/25 Budget Allocation	This report tracks capital works performance against the 2024/25 Capital Works budget of \$112.831m.
Proposed 25/26 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Life expectancy of assets varies by asset class.
24/25 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Ongoing costs for the maintenance of new and/or renewed assets will be factored into future Asset Management and Maintenance Plans, Business Plans and Budgets.
Other Funding Sources	Projects reported on are primarily funded from Council's Capital Budget, however various State and Federal grant funding opportunities have been leveraged against a number of projects.

# DISCUSSION

1. The total revised Capital Expenditure Budget for 202/25 approved by Council is \$112.831m.
2. The Capital Works Program is itemised as follows.
  - 2.1. New and Upgrade Projects are identified through Council's Strategies and Plans and defined as complex in nature, installation of new infrastructure and upgrades to existing infrastructure. The funding allocated within 2024/25 financial period totals \$56.809m.
  - 2.2. Renewal Projects are grouped against multiple asset categories and are directly aligned to maintenance service levels contained within Council's Asset Management Plans. The funding allocated within 2024/25 financial period totals \$56.022m.
3. The monthly Capital Works Update provides the status of these two capital programs as at the end of each calendar month.

## New and Upgrade

4. New and Upgrade Projects as of 31 August 2024 reflects \$5.562m in spend and a further \$11.092m in contracted works.



5. Examples of significant New and Upgrade Projects within this category are:
  - 5.1. The Central Market Arcade Redevelopment.
  - 5.2. Charles Street Streetscape works.
  - 5.3. North-South Bikeways.
  - 5.4. Field Street.
6. New and Upgrade Summary:
  - 6.1. The business is progressing more than 150 New and Upgrade projects, with \$16.654m of spend remain as is and committed work in August representing 29% of the total program. The team achieved practical completion on seven New and Upgrade projects in August, including:
    - 6.1.1. 2023/24 Electrical Underground Conduits and Switchboards Renewal - Jeffcott Street - Pennington Terrace to Archer Street.
    - 6.1.2. 2023/24 Footpath Renewal - Park 26/Light's Vision - Various Locations.
    - 6.1.3. 2023/24 Road Resurfacing - Carrington Street - King William Street to Pulteney Street.
    - 6.1.4. Newlands Lane - Footpath Renewal.
    - 6.1.5. Public Art Lighting - Lie of the Land - Sir Donald Bradman Drive - Park 24.
    - 6.1.6. Francis Street Public Art.

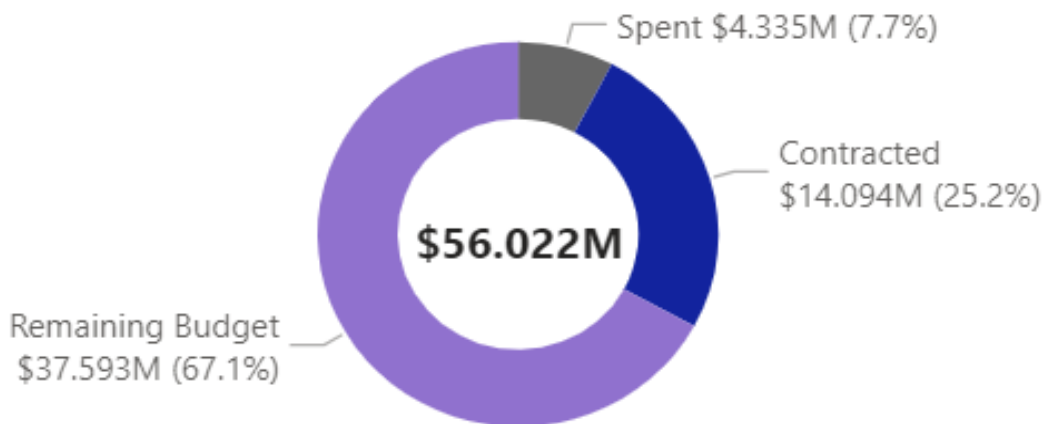
- 6.1.7. Park 27B Hellas Sports Club lighting upgrade (the lighting upgrade has no impact on any future or proposed works)
- 6.1.8. Road Resurfacing - Cromwell Alley and Unnamed Road - Cromwell Street to road end.
- 6.1.9. Road Resurfacing - Sappers Lane - Frome Street to road end.

New and Upgrade works for noting:

- 6.2. The Central Market Arcade Redevelopment has transitioned from a civil excavation phase to a typical structure phase with up to 95 workers on site at present. Multiplex have completed the piling platform to lower basement level and the foundation piling including demobilising piling rigs. During August Multiplex were able to complete the final installations of the four tower cranes which are now fully operational. Footpath gantries were installed during August on Grote Street while the Gouger Street system has commenced with completion imminent.
- 6.3. The Charles Street Streetscape upgrade contract is now awarded, and construction works have commenced with lifting of the old road surface commencing at the southern end of the street. The project team are working closely with traders on the street and Mall retailers to protect shop fronts and minimise disruption where possible. Critical scope being delivered includes road and kerb revitalisation, bollard design and installation, the Charles Lane Gate and stormwater upgrades. The project is aiming for practical completion of the Southern end (Stage 1), Charles Lane to Rundle Mall in October. Stage 2 of works Charles Lane through to North Terrace, will be completed in early 2025. Greening will be accommodated within this project.
- 6.4. The North-South Bikeways, our most prominent city project in construction, is progressing at both southern and northern ends of the Frome Road alignment. Bike path on the Rundle Street to North Terrace section is now poured and works at the southern end Albert Street Bridge to Victoria Street have included excavation and form work in preparation for concrete pathway. All works in front of the Concierge drop off / pickup zone (of Crowne Plaza) will be completed before the end of September; this will include preparation of garden beds for soft landscaping works (small plantings) and service pit adjustments. Commercial stakeholders are being catered for, with expedited works at the southern end of the alignment to minimise obstruction to building and car park entrances. Greening and Tree planting will be accommodated within this project.
- 6.5. Field Street upgrade is progressing well. This month included completion of several main scope items, including the placement of the first layer of new road pavement. The western footpath is being finalised. Stormwater is completed, and new lights are expected to be operational by 25 September. Weekly updates to the street stakeholders will continue until road opening which is expected in late September. Greening and Tree planting will be accommodated within this project.

**Renewal Projects**

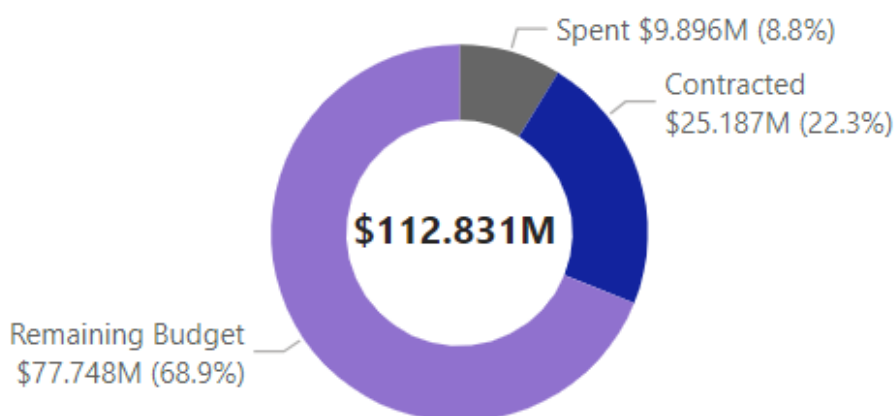
- 7. Renewal Projects as of 31 August 2024 reflects \$4.335m in spend and a further \$14.094m in contracted works.



8. Examples of Renewal Projects within this category:
  - 8.1. Road Re-seal and Resurface program
  - 8.2. Hutt Road and South Terrace stormwater improvements
  - 8.3. Adelaide Central Market – Stall upgrades
9. Renewal Project Summary:
  - 9.1. The team are making progress on Renewals projects with \$18.429m of spent and committed work representing 33% of the program at the end of August. This included practical completion on two Renewal projects in August, including:
    - 9.1.1. The Road reseal program is a significant component of the renewal’s portfolio at approximately 5% of 2024/25 budget. There has been some recent shifting of road reseal candidates to align with asset priorities over the 2024/25 financial year.
    - 9.1.2. In August we completed reseals in Cromwell Street and Sappers Lane. Both segments used slightly more asphalt than predicted, due to some poor subgrade that was uncovered on site. Nevertheless, the works were completed without additional disruption to the public.
  - 9.2. The project team are working with ACMA and contractor BEEK to design and construct the first of a series of stall renewals - Stall 13. This initial stall is expected to be completed by end of October and includes a base build and high level fit out, in readiness for the market tenant. BEEK is also pricing for additional stalls, with final numbers dependent on budget. Before committing to renewal works, the project team will undertake a review at completion of Stall 13 to assess quality and performance of the outcome delivered.
  - 9.3. The ‘Lie of the Lands’ Sir Donald Bradman Drive Park 24 lighting renewal has been completed. The lighting which has been redundant for many years has been restored including the artwork to the original artistic intent. Both the original artist and lighting designer on the project have been integral in specifying the lights used as well as restoring the original programmed light fade sequence that moves around the artwork. Several light trials were undertaken at night to hone the selection resulting in the outcomes delivered. The lights are aesthetically minimalist, toughened, energy efficient LED units that will provide a longer life span than the original halogens.

**Capital Works Program**

10. There are 304 projects within the approved program in the 2024/25 financial year.
11. Within the 2024/25 Capital Works Program there are currently 97 projects within the Initiate, Concept and Design phase.
12. The total value of projects within the Initiate, Concept and Design Phase is \$18.279m.
13. There are 207 projects in the Delivery Phase with a total value of \$94.552m. Of these projects, three have reached practical completion at this early stage.
14. The total expenditure against the Capital Works Program to the end of August 2024 is \$9.896m spent with a further \$25.187m contracted, totalling \$35.083m in the first two months.

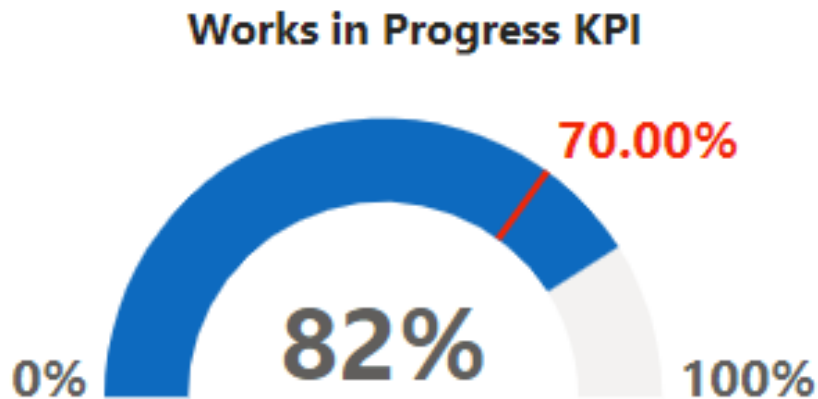


15. Summary of commitments and expenditure by asset class for August 2024:

Capital Works	No. of Projects	Approved Budget	Commitments	Expenditure	Remaining Budget
☐ <b>Asset Renewals</b>	<b>230</b>	<b>\$56.022M</b>	<b>\$14.094M</b>	<b>\$4.335M</b>	<b>\$37.593M</b>
Corporate Overhead		\$5.665M	\$0.000M	\$0.954M	\$4.711M
New/Upgrade Projects	17	\$11.297M	\$0.334M	\$0.171M	\$10.791M
Bridges	5	\$0.350M	\$0.151M	\$0.029M	\$0.170M
Buildings	29	\$11.105M	\$4.918M	\$0.820M	\$5.366M
ICT Renewals	8	\$1.591M	\$0.465M	\$0.213M	\$0.913M
Light'g & Electrical	27	\$1.708M	\$0.884M	\$0.208M	\$0.616M
Park Lands Assets	16	\$1.968M	\$0.272M	\$0.077M	\$1.619M
Plant and Fleet	4	\$1.689M	\$0.755M	\$0.137M	\$0.797M
Traffic Signal	9	\$3.606M	\$2.194M		\$1.412M
Transport	60	\$10.964M	\$2.625M	\$1.483M	\$6.855M
Urban Elements	49	\$2.891M	\$0.596M	\$0.231M	\$2.065M
Water Infrastructure	6	\$3.188M	\$0.900M	\$0.010M	\$2.277M
☐ <b>New/Upgrade Projects</b>	<b>91</b>	<b>\$56.809M</b>	<b>\$11.092M</b>	<b>\$5.562M</b>	<b>\$40.155M</b>
<b>Total</b>	<b>304</b>	<b>\$112.831M</b>	<b>\$25.187M</b>	<b>\$9.896M</b>	<b>\$77.748M</b>

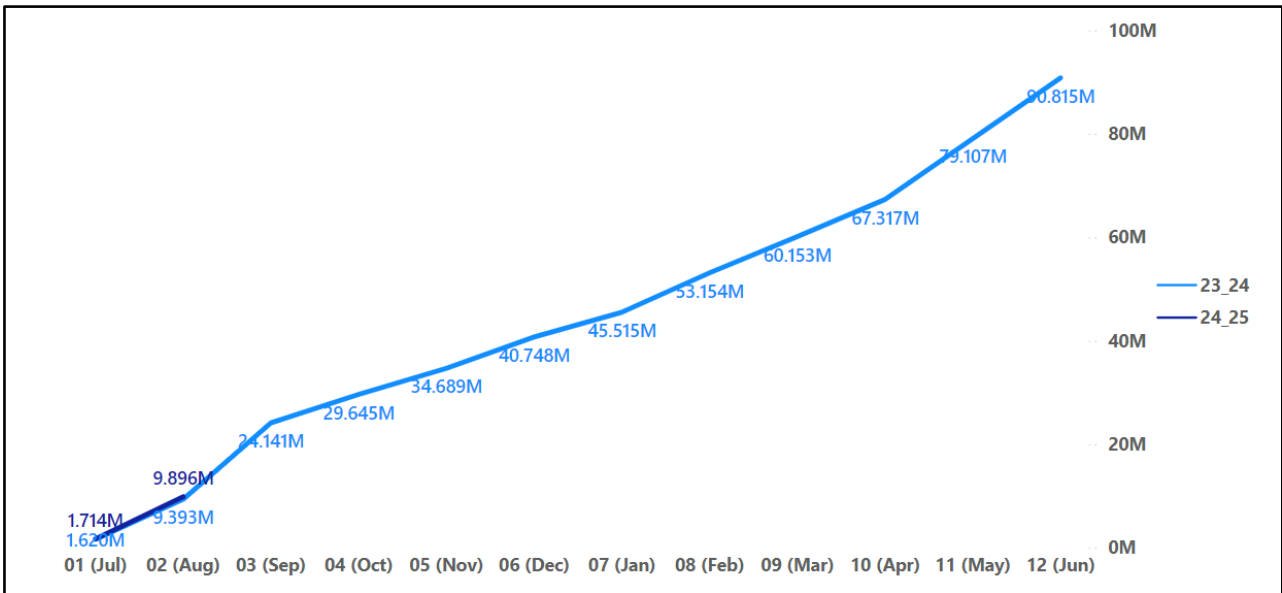
16. Examples of those works completed or in progress are reflected in **Attachment A** - Capital Works.

17. Works in Progress (WIP) is the capitalisation of projects within ten weeks following Practical Completion. WIP currently sits at **82%** - WIP KPI - 70%.



**Capital Works Year on Year Spend Profile**

18. The spend profile for August 2024 reflects a capital spend of \$9.896m year to date, compared to \$9.393m in August 2023. This represents a 5% increase on the same period last year.



**Future Procurement Activities**

- 19. The following procurement activities are being undertaken or will commence shortly:
  - 19.1. Hutt Road / South Terrace stormwater project – award and negotiation.
  - 19.2. Unley Road Culvert upgrade.
  - 19.3. Hutt Street Project Management Services.
  - 19.4. Strategic Project Manager – City Greening.

**Future Community Consultation and Engagement Activities**

- 20. The following are some of the community consultation activities and engagements that are ongoing or planned:
  - 20.1. Field Street – weekly construction updates to stakeholders.
  - 20.2. Vincent Street – letter drop and flyer to follow.
  - 20.3. Hutt Road / South Terrace stormwater project – planning for engagement.
  - 20.4. Main Streets – Hutt Street and Hindley Street – re-engagement on proposed design changes.
- 21. The information provided reflects the first two months of the 2024/25 financial year. For further details on the 2024/25 Capital Program, the Council Member Corporate Dashboard has a dedicated Capital Works section.

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## ATTACHMENTS

**Attachment A** – Capital Works Projects in Focus – August 2024.

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- END OF REPORT -

# Capital Works

## August Update

Infrastructure & Public Works Committee

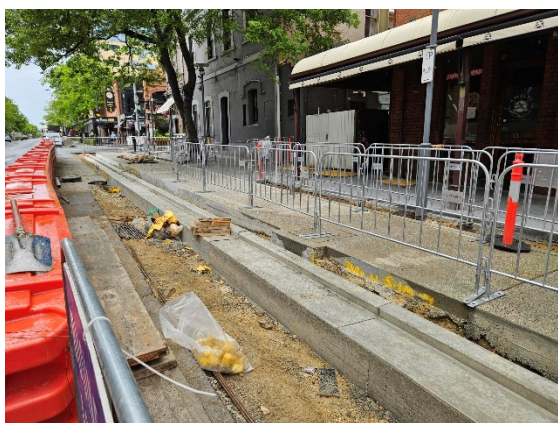
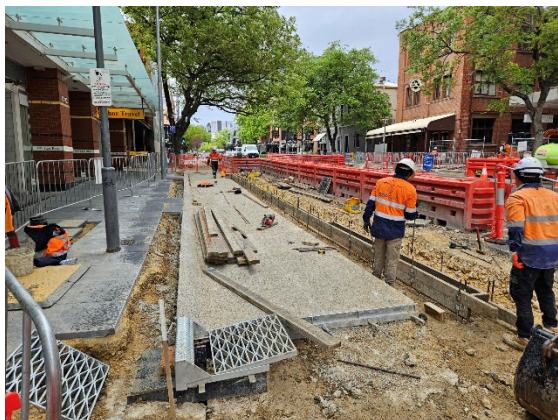
This report provides an overview of Capital Projects either complete or progressing for the month of August 2024.



## North-South Bikeways

\$5.5m

**New/Upgrade**



The Contractor is progressing well.

Frome Street Works: Bikeway and footpath works are almost complete. Road Renewal and landscaping still to be undertaken.

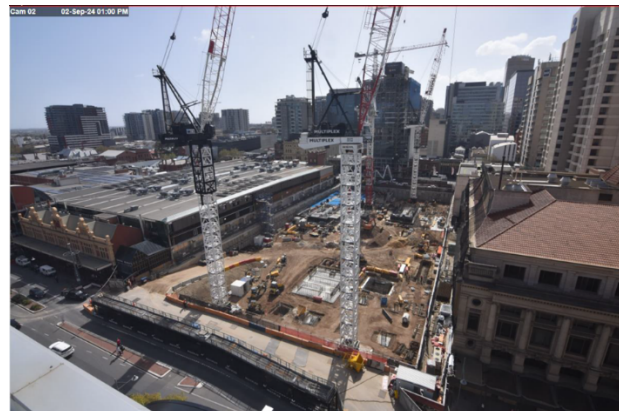
Frome Road: Shared Used path work and lighting works have commenced.

All three sections are expected to be completed in October 2024.

## Central Market Arcade Redevelopment

\$15.9m

**New/Upgrade**



The project is well into its transition from a civil excavation phase to a typical structure phase with up to 95 workers on site at present.

Multiplex have completed the piling platform to lower basement level and the foundation piling including demobilising piling rigs.

During August Multiplex were able to complete the final installations of the four tower cranes which are now fully operational.

Footpath gantries were installed during August on Grote Street while the Gouger Street system has commenced with completion imminent.

Programmed works within the next two weeks include a range of civil and structural activities.

The forecasted completion for the delivery of Council's Returnable Works remains on track for Quarter 1 2026.



## Charles Street Streetscape Upgrade

\$5.925 m

New/Upgrade



Works have commenced at the southern end of Charles Street.

The works are split into multiple stages, the team are focusing on stage 1a which is the western side of Charles Street from Rundle Mall to Charles Lane, leaving enough room to maintain access for pedestrians.

\$2.4m

New/Upgrade



The Field Street upgrade is progressing well.

This month included completion of several main scope items, including the placement of the first layer of new road pavement.

The western footpath is being finalised with compliments received from the public on the excellent quality of the new asphalt pathway.

Stormwater is completed, and new lights are expected to be operational by 25 September.

Weekly updates to the street stakeholders will continue until road opening which is expected in late September.

## Field Street Streetscape Upgrade

## Pioneer Women's Memorial Wall

\$200,000

### Renewal



The Contractor is progressing well. The eastern part of the wall has been completed (top photo). The Contractor is currently working on the southern part of the wall.

The renewal methodology has been developed with input from City of Adelaide and Consultant Heritage Architects and approved by the State Heritage Branch.

The renewal work, conducted by an approved Heritage Stonemason, will be completed, weather permitting, by December 2024.

### Wellington Square Footpath and Electrical Renewal

Footpath \$395,000

Lighting & Electrical \$350,000

### Renewal



August works included the completion of Stage 1 - base works. The timber edging is complete and new asphalt laid.

Fencing has been removed from the southern end and moved to north side of the Square.

Stage 2 will now commence and take approximately 3 - 4 weeks.

### Lie of the Lands

\$32,000

## Renewal



Lie of the Lands lighting renewal has been completed.

This project has renewed lighting that had been redundant for many years and restored the artwork to the original artistic intent.

Both the original artist and lighting designer on the project have been integral in specifying the lights used as well as restoring the original programmed light fade sequence that moves around the artwork.

The lights are aesthetically minimalist, toughened, energy efficient LEDs units that will provide a longer life span than the original halogens.