

Council Meeting Agenda & Reports

2 August 2021

Our Vision

*A City which values its heritage, cultural diversity,
sense of place and natural environment.*

*A progressive City which is prosperous, sustainable
and socially cohesive, with a strong community spirit.*

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

29 July 2021

To all Members of the Council

NOTICE OF MEETING

I wish to advise that pursuant to Sections 83 and 87 of the *Local Government Act 1999*, the next Ordinary Meeting of the Norwood Payneham & St Peters Council, will be held in the Council Chambers, Norwood Town Hall, 175 The Parade, Norwood, on:

Monday 2 August 2021, commencing at 7.00pm.

Please advise Tina Zullo on 8366 4545 or email tzullo@npsp.sa.gov.au, if you are unable to attend this meeting or will be late.

Yours faithfully



Mario Barone
CHIEF EXECUTIVE OFFICER

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

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City of
**Norwood
Payneham
& St Peters**

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VENUE Council Chambers, Norwood Town Hall

HOUR

PRESENT

Council Members

Staff

APOLOGIES

ABSENT

1. **KAURNA ACKNOWLEDGEMENT**
2. **OPENING PRAYER**
3. **CONFIRMATION OF THE MINUTES OF THE SPECIAL COUNCIL MEETING HELD ON
12 JULY 2021**
4. **MAYOR'S COMMUNICATION**
5. **DELEGATES COMMUNICATION**
6. **QUESTIONS WITHOUT NOTICE**
7. **QUESTIONS WITH NOTICE**

7.1 QUESTIONS WITH NOTICE - CONFIDENTIAL ITEM – COUNCIL RELATED MATTER

Refer to Confidential Item 14.2 of this Agenda.

8. **DEPUTATIONS**
Nil

9. **PETITIONS**
Nil

10. **WRITTEN NOTICES OF MOTION**
Nil

11. **STAFF REPORTS**

Section 1 – Strategy & Policy

Reports

[No Items listed under this Section]

Section 2 – Corporate & Finance
Reports

11.1 MONTHLY FINANCIAL REPORT – JUNE 2021

REPORT AUTHOR: Financial Services Manager
GENERAL MANAGER: General Manager, Corporate Services
CONTACT NUMBER: 8366 4585
FILE REFERENCE: qA64633/A189895
ATTACHMENTS: A

PURPOSE OF REPORT

The purpose of this report is to provide the Council with information regarding its financial performance for the year ended June 2021.

BACKGROUND

Section 59 of the *Local Government Act 1999* (the Act), requires the Council to keep its resource allocation, expenditure and activities and the efficiency and effectiveness of its service delivery, under review. To assist the Council in complying with these legislative requirements and the principles of good corporate financial governance, the Council is provided with monthly financial reports detailing its financial performance compared to its Budget.

RELEVANT STRATEGIC DIRECTIONS AND POLICIES

Nil

FINANCIAL AND BUDGET IMPLICATIONS

Financial sustainability is as an ongoing high priority for the Council. Given the COVID-19 pandemic, the Council adopted a Budget which included measures to minimise the impact on ratepayers and support local business. As a result, the Council adopted a Budget which forecasts an Operating Deficit of \$798,455 for the 2020-2021 Financial Year. The Third Budget update reports an Operating Deficit of \$168,575 for the 2020-2021 Financial Year an improvement of \$629,880.

For the year ended June 2021, the Council's Operating Surplus is \$1,533,000 against a budgeted Operating Surplus of \$150,000, excluding Joint Ventures resulting in a favourable variance of \$1,383,000.

EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

SOCIAL ISSUES

Not Applicable.

CULTURAL ISSUES

Not Applicable.

ENVIRONMENTAL ISSUES

Not Applicable.

RESOURCE ISSUES

Not Applicable.

RISK MANAGEMENT

Not Applicable.

COVID-19 IMPLICATIONS

As Elected Members are aware, the development of the 2020-2021 Budget, was undertaken during an unprecedented time where the on-going health, social and economic impacts of the COVID-19 Pandemic were relatively unknown and the future impacts of the physical distancing measures introduced to address the health impacts remained uncertain and were changing rapidly.

For the period ended June 2021, in addition to the financial support package which was endorsed as part of the Adopted budget, the Council has spent in the order of \$200,000 on its response to the COVID-19 pandemic. This includes additional cleaning services across all Council facilities and the purchase of materials to ensure that appropriate physical distancing and other protective measures are in place to assure both staff and users of Council Services.

CONSULTATION

- **Elected Members**
Not Applicable.
- **Community**
Not Applicable.
- **Staff**
Responsible Officers and General Managers.
- **Other Agencies**
Not Applicable.

DISCUSSION

For the year ended June 2021, the Council's Operating Surplus is \$1,733,000 against a budgeted Operating Surplus of \$150,000 excluding Joint Ventures resulting in a favourable variance of \$1,582,000.

Statutory Charges are \$188,000 (12%) favourable to Budget as at the end of June 2021. The variance is being driven by development and property sales, in particular development fees (\$100,000) which are highly variable given the size and nature of the proposed development, Hoarding Permits (\$41,000) and Rates & Property Searches (\$16,000).

Employee Expenses are \$156,000 (1%) favourable to Budget as at the end of June 2021. The variance represents a timing difference of Annual Leave which has been taken as compared to budget expectations. Annual Leave when taken is costed to against the Annual Leave provision on the Balance Sheet.

Whilst Contracted Services (\$651,000, 6%) Materials (\$185,000, 31%), Consumables (\$144,000, 16%) and Sundry Expenses (\$385,000, 9%) are all favourable to Budget. The primary drivers of these variances are:

- The delivery of the Council's Public Art program being impacted by COVID-19 and therefore not being able to be delivered as anticipated (\$40,000).
- Parking infringements withdrawn from enforcement were lower than anticipated (\$30,000) over the year with the number of infringement issued being slightly higher than anticipated.
- The cost of delivering the Council's Line Marking Program were reduced this year with continued refinement of the works being undertaken and integration of ad-hoc work requests into the Program (\$85,000). In part, this was offset by an increase in the replacement of street signs (\$16,000) to complement the line marking works.
- The Council's electronic documents management systems was upgraded during the year. The Budget anticipated this to be performed by the software provider however, staff successfully delivered this upgrade, thereby avoiding planned upgrade cost of \$60,000. In addition, the Council did not require to purchase additional consulting hours to resolve operational issues that arose.

- The engagement of consultant arborists to provide advice on tree management issues were lower than budgeted resulting in a favourable variance of \$49,000.
- SA Power Network maintenance tariff on public lighting was lower than anticipated due to a price reduction that was anticipated during the 2020-2021 budget process.
- Due to the constraints of COVID-19, the Council's Cultural Heritage contractor hours were reduced resulting in a favourable variance (\$40,000).
- Costs associated with the Councils vehicle fleet were lower than anticipated due to lower leases charges (\$15,000), fuel costs (\$15,000) and Fringe Benefits Tax being paid (\$21,000).
- HACC services for Home Maintenance & Long Term Cleaning were delivered at a lower cost than anticipated in the Budget (\$59,000).

A number of the Councils Operating Projects have a favourable variance which were not anticipated to be carried forward as part of the 2021-2022 Budget, these projects include:

• Councils transition to the SA Planning Portal	\$50,000
• Data capture and input of Councils art collection into eHive software	\$50,000
• Footpath defect rectification works	\$60,000
• Emission reduction plan development	\$25,000

As part of the 2021-2022 Budget, the Council anticipated to carry forward operating projects to the value of \$203,000.

The residual variances are the result of a number of minor variances which are not individually significant.

The Monthly Financial report is contained in **Attachment A**.

OPTIONS

Nil

CONCLUSION

Nil

COMMENTS

Nil

RECOMMENDATION

That the June 2021 Monthly Financial Report be received and noted.

Attachments – Item 11.1

Attachment A

Monthly Financial Report June 2021

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

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Website www.npsp.sa.gov.au

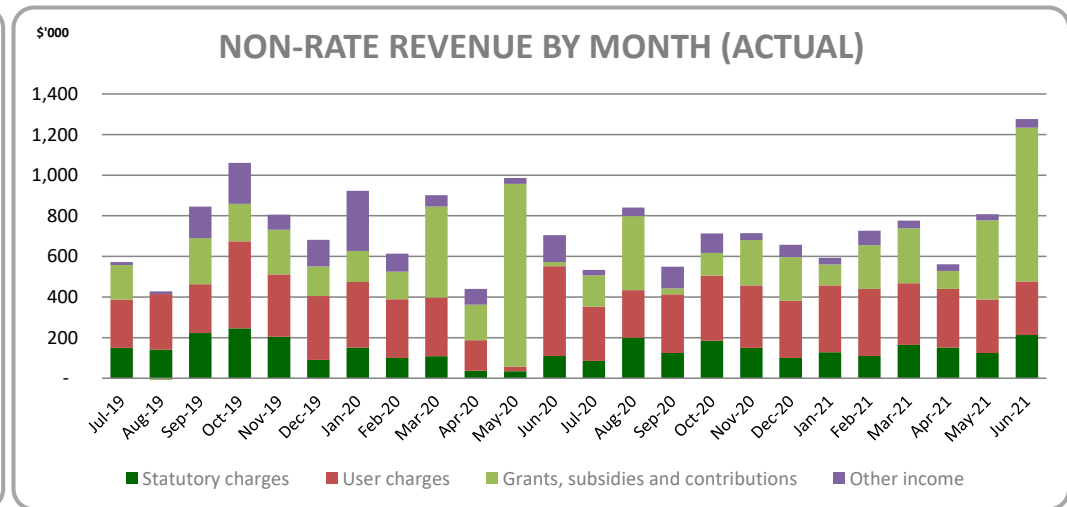
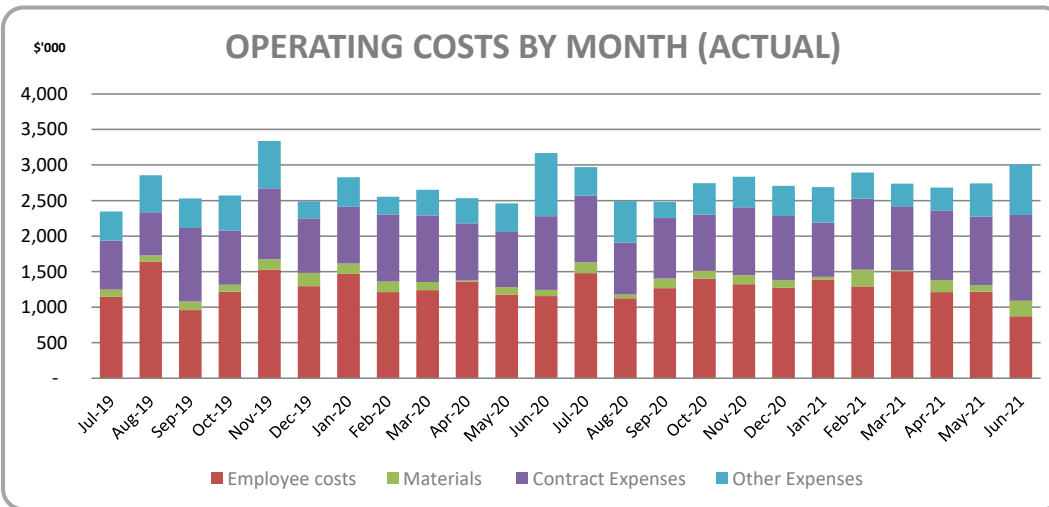


City of
**Norwood
Payneham
& St Peters**

CITY OF NORWOOD PAYNEHAM & ST PETERS

Financial Performance for the period ended 30 June 2021					
LYTD Actual		YTD Actual	YTD Revised Budget	Var	Var %
\$'000		\$'000	\$'000	\$'000	
	Revenue				
36,181	Rates Revenue	36,288	36,278	9	0%
1,595	Statutory Charges	1,734	1,547	188	12%
3,408	User Charges	3,480	3,608	(129)	(4%)
2,959	Grants, Subsidies and Contributions	2,921	2,926	(5)	(0%)
88	Investment Income	19	65	(46)	(71%)
632	Other	595	594	1	0%
512	Reimbursements	238	103	135	131%
45,375	Total Revenue	45,274	45,121	153	0%
	Expenses				
14,986	Employee Expenses	15,356	15,505	149	1%
10,013	Contracted Services	10,508	10,996	488	4%
612	Energy	562	593	32	5%
715	Insurance	761	714	(46)	(6%)
279	Legal expense	467	331	(136)	(41%)
462	Materials	407	540	133	25%
837	Parts, Accessories and Consumables	781	914	133	15%
613	Water	500	534	33	6%
4,244	Sundry	4,055	4,489	434	10%
9,495	Depreciation, Amortisation and Impairment	9,734	9,734	(0)	(0%)
554	Finance Costs	610	620	10	2%
42,811	Total Expenses	43,742	44,971	1,229	3%
2,564	Operating Surplus/(Deficit)	1,533	150	1,383	920%

Summary of Net Cost of Divisions for the period				
Division	YTD Actual	YTD Budget	Var	Var %
	\$'000	\$'000	\$'000	
Chief Executive Office	(3,958)	(4,331)	373	9%
Corporate Services	(14,743)	(13,373)	(1,371)	-10%
Governance and Community Affairs	(1,471)	(2,206)	735	33%
Urban Planning and Environment	(2,253)	(2,542)	289	11%
Urban Services	(12,330)	(13,677)	1,347	10%
Operating Surplus/(Deficit) (before Rate Revenue)	(34,755)	(36,128)	1,373	4%
Rate Revenue	36,288	36,278	9	0%
Operating Surplus/(Deficit)	1,533	150	1,383	920%



CITY OF NORWOOD PAYNEHAM & ST PETERS

Project Summary for period ended 30 June 2021

	YTD Actual	YTD Revised Budget	Remaining Annual Budget
	\$'000	\$'000	\$'000
Operating Projects			
Income			
Social Equity	523	523	0
Environmental Sustainability	-	60	60
Cultural Vitality	-	-	0
Economic Prosperity	-	-	0
Corporate Management	-	-	0
Total Income	523	583	60
Expenses			
Social Equity	590	901	310
Environmental Sustainability	112	158	46
Cultural Vitality	110	172	62
Economic Prosperity	78	97	19
Corporate Management	94	206	112
Total Expenses	984	1,534	549

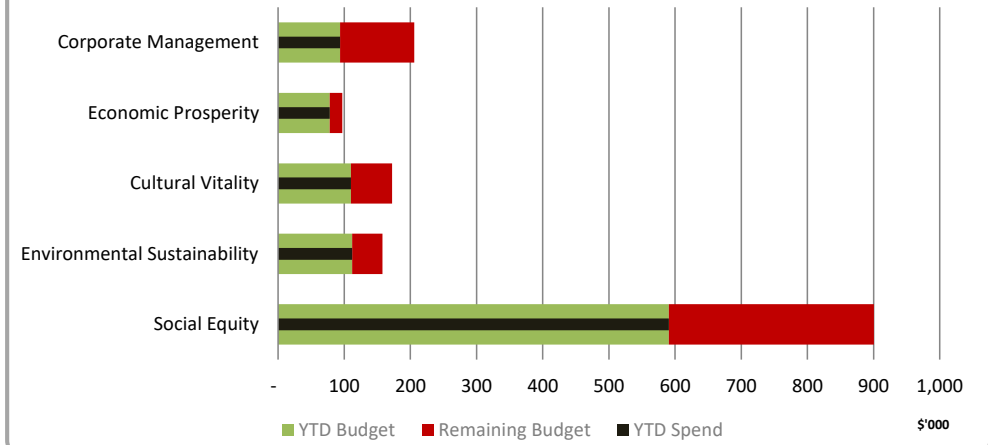
Net Cost of Operating Projects	(461)	(951)	(489)
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Capital Projects			
Income			
Social Equity	2,093	1,587	(506)
Environmental Sustainability	1,126	1,020	(105)
Cultural Vitality	-	-	0
Economic Prosperity	-	-	0
Corporate Management	26	-	(26)
Total Income	3,245	2,608	(637)
Expenses			
Social Equity	11,859	13,830	1,971
Environmental Sustainability	2,467	3,493	1,026
Cultural Vitality	166	296	130
Economic Prosperity	7	160	153
Corporate Management	25	81	56
Total Expenses	14,525	17,861	3,336

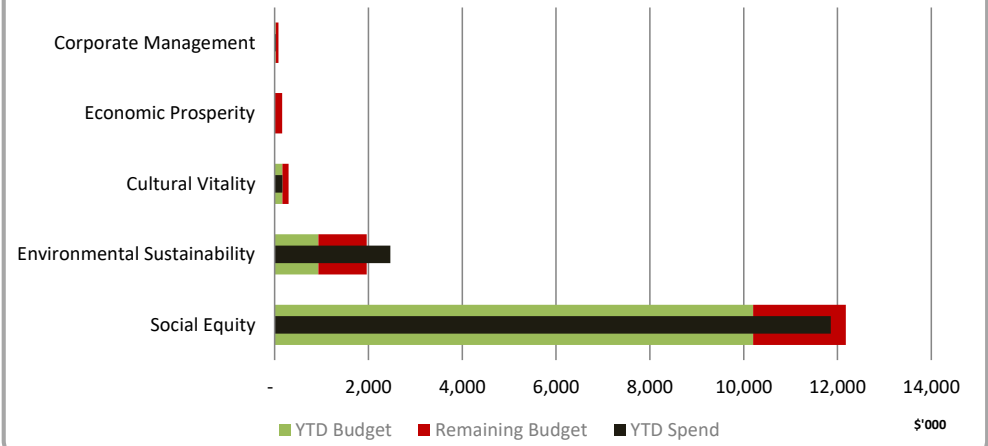
Net Cost of Capital Projects	(11,280)	(15,253)	(3,973)
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Key areas to highlight:

SERVICE INITIATIVES (inc. Carry Forwards)



NEW ASSETS & RENEWALS (inc. Carry Forwards)

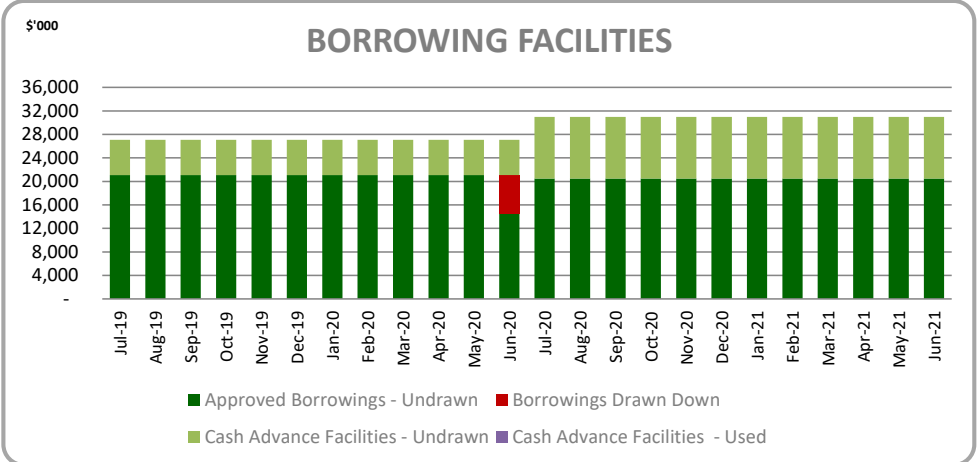
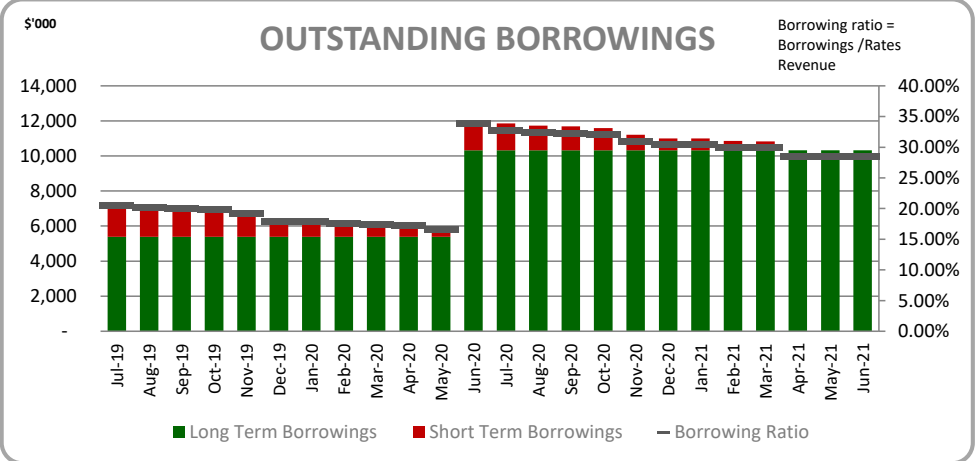
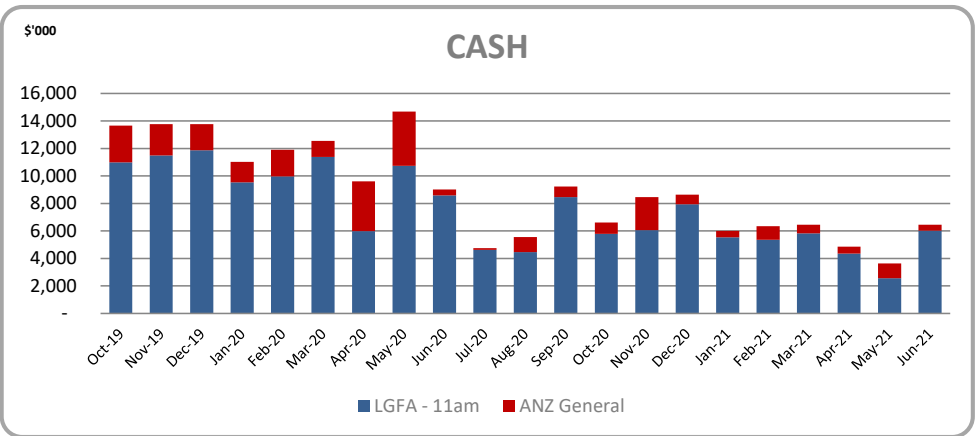


CITY OF NORWOOD PAYNEHAM & ST PETERS

Statement of Financial position as at 30 June 2021

	Jun-21	May-21	Movement	June 2020
	Actual	Actual		
	\$'000	\$'000	\$'000	\$'000
ASSETS				
Current Assets				
Bank and Cash	7,292	4,313	2,980	9,021
Accounts receivables	3,860	7,692	(3,832)	3,502
Less : Provision for Bad Debts	(349)	(272)	(76)	(272)
Total Current Assets	10,804	11,732	(928)	12,250
Non-current Assets				
Financial Assets	-	45	(45)	45
Investments in Joint Ventures	2,496	2,971	(475)	2,890
Infrastructure, Property, Plant and Equipment	495,966	494,803	1,164	487,808
Total Non-current Assets	498,462	497,818	644	490,743
Total Assets	509,266	509,551	(284)	502,994
LIABILITIES				
Current Liabilities				
Trade and Other Payables	7,450	6,151	1,300	4,361
Borrowings	-	-	-	(24)
Provisions	1,713	1,980	(267)	1,713
Total Current Liabilities	9,163	8,131	1,032	6,050
Non-current Liabilities				
Borrowings	10,323	10,539	(216)	11,888
Provisions	2,912	2,581	332	2,581
Investments in Joint Ventures	1,348	1,268	81	1,348
Total Non-current Liabilities	14,584	14,388	196	15,817
Total Liabilities	23,747	22,518	1,229	21,867
NET ASSETS	485,520	487,033	(1,513)	481,127
EQUITY				
Accumulated Surplus	58,358	59,871	(1,513)	57,507
Asset Revaluation Reserves	427,162	427,162	-	423,620
TOTAL EQUITY	485,520	487,033	(1,513)	481,127

Key areas to highlight YTD :



**Section 3 – Governance & General
Reports**

11.2 LOCAL GOVERNMENT ASSOCIATION (LGA) 2021 ANNUAL GENERAL MEETING – APPOINTMENT OF COUNCIL DELEGATE

REPORT AUTHOR: General Manager, Governance & Community Affairs
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4549
FILE REFERENCE: qA2219
ATTACHMENTS: Nil

PURPOSE OF REPORT

The purpose of the report is to advise the Council of the Local Government Association of South Australia's (LGA) 2021 Annual General Meeting and the requirement, in accordance with the LGA Constitution, to appoint a Council Delegate to represent the Council and vote at the Annual General Meeting.

BACKGROUND

The Local Government Association of South Australia's (LGA) 2021 Annual General Meeting, will be held on Friday, 29 October 2021, at the Adelaide Entertainment Centre. The agenda will be issued to all Councils in the near future.

Pursuant to the LGA Constitution, councils are required to appoint a Council Delegate to represent the Council and vote at the LGA Annual General Meeting, if the Council wishes to be represented and have voting rights at the 2021 Annual General Meeting. The Council may also appoint a Deputy Council Delegate in the event the Delegate is unable to attend the Annual General Meeting.

A Council Officer cannot be appointed as a Delegate.

Traditionally, the Mayor has been appointed as the Delegate for the LGA Annual General Meeting.

It is considered appropriate that the Council also appoints a Deputy Council Delegate in the event that the appointed Delegate is unable to attend the Annual General Meeting.

RELEVANT POLICIES & STRATEGIC DIRECTIONS

Not Applicable.

RECOMMENDATION

1. That Mayor Robert Bria be appointed as the Council Delegate for the Local Government Association 2021 Annual General Meeting.
2. That Councillor _____ be appointed as the Deputy Council Delegate for the Local Government Association 2021 Annual General Meeting.

11.3 LOCAL GOVERNMENT ASSOCIATION (LGA) 2021 ANNUAL GENERAL MEETING – ITEMS OF BUSINESS

REPORT AUTHOR: General Manager, Governance & Community Affairs
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4549
FILE REFERENCE: qA2219
ATTACHMENTS: A

PURPOSE OF REPORT

The purpose of the report is to advise the Council of the Local Government Association of South Australia's (LGA) 2021 Annual General Meeting and the invitation from the LGA to submit *Items of Business* for consideration at the Ordinary General Meeting.

BACKGROUND

The Local Government Association (LGA) 2021 Annual General Meeting, will be held on Friday, 29 October 2021, at the Adelaide Entertainment Centre.

The purpose of the AGM is to consider items of strategic importance to Local Government and the LGA, as recommended by the Board of Directors, the South Australian Region Organisation of Councils (SAROC) or the Greater Adelaide Region of Councils (GAROC).

Items of Business must be submitted to either the LGA Board of Directors, or in the case of this Council, GAROC, for consideration prior to being referred to the AGM for consideration. It is however at the discretion of the Council to determine if the Notice of Motion is to be submitted to either the Board of Directors or GAROC.

The role of the Board of Directors is to oversee the corporate governance of the LGA and provide strategic direction and leadership.

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the region(s).

Whilst not strictly specified, the logical approach is to refer the *Item of Business* to the relevant body in accordance with its role.

Pursuant to the LGA Constitution, Councils are invited to submit Items of Business for consideration at the Annual General Meeting. Items of Business must be received by the by Friday 6 August 2021, if they are to be considered at the 2021 Annual General Meeting.

RELEVANT POLICIES & STRATEGIC DIRECTIONS

Not Applicable.

DISCUSSION

A requirement of the LGA in respect to Items of Business, is that Items of Business submitted by Councils, should highlight a relevant reference to the LGA Strategic Plan.

A copy of the LGA 2021-2025 Strategic Plan is contained within **Attachment A**.

A memorandum, dated 8 July 2021, was forwarded to Elected Members, inviting Members wishing to submit an Item of Business for consideration at the LGA Ordinary General Meeting, to contact the Council's General Manager, Governance & Community Affairs, prior to this Council meeting, for advice and assistance in the formulation of an appropriate Notice of Motion.

At the time of writing this report, the General Manager, Governance & Community Affairs has not been contacted by any Elected Member wishing to submit An Item of Business.

RECOMMENDATION

That the report be received and noted.

Attachments – Item 11.3

Attachment A

Local Government Association (LGA) 2021 Annual General Meeting Items of Business

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**



LGA 25

Strategic Plan 2021-2025

Advocate

*Achieve greater
influence for local
government*

Assist

*Build the capacity of
member councils*

Advance

*Facilitate continuous
improvement in local
government*

Achieve

Embed best practice governance and operations to enable the LGA to provide value to members



Message from the President

It is often said that councils are the level of government closest to the community, and work best when they genuinely engage with the communities they serve.

The same can be said of the LGA. The LGA exists for its member councils - and works best when it is close to its members, and listens to and represents their interests.

As the voice of local government, the LGA provides leadership, support, representation and advocacy on behalf of South Australian councils, for the benefit of the community.

Just as councils are about more than roads, rates and rubbish, so too the LGA is about more than just advocacy. In addition to achieving greater influence for local government, the LGA plays a critical role in strengthening the capacity of councils and driving innovation that prepares our sector for the future.

With the implementation of once-in-a-generation local government reforms just around the corner, the role of the LGA in practically assisting its members, avoiding unnecessary duplication and finding smarter ways to operate is more important than ever.

As we do this, the LGA needs to continually ensure its own house is in order, lead by example in its operations and governance, and demonstrate social and environmental responsibility.

This Strategic Plan has been developed with strong input from our members – from those who sit on our Board and committees, to council members, CEOs and frontline staff from around South Australia.

Thank you to those who continue to take the time to let us know how we can work together to do great things for our communities.



Mayor Angela Evans

LGA President

March 2021



About the LGA

The Local Government Association of South Australia (LGA) is the peak body for local government in South Australia. The LGA provides leadership and services to councils, and represents the sector to State and Federal governments and other key stakeholders. Membership of the LGA is voluntary, but all 68 of South Australia's councils are members.

The Association also provides competitive procurement and indemnity (insurance) services to councils through two separate commercial entities, LGA Procurement and LGASA Mutual.

The LGA is governed by a Board of Directors and supported by a secretariat based in Local Government House in Adelaide. The LGA is federated with interstate bodies through the Australian Local Government Association (ALGA), which represents local government's national interests.

More information about the LGA is available on our website at www.lga.sa.gov.au.



About the Strategic Plan

The LGA's Strategic Plan outlines how the LGA will prioritise its resources in meeting the needs of its member councils. The plan does not detail everything that the LGA is involved in, rather it identifies the strategic outcomes that the LGA will focus on over the next four years.

The Strategic Plan is a plan for the Association and not a plan for councils. It contains strategies that will advance the interests of local government in South Australia and progress the objects outlined in the LGA Constitution.

The Strategic Plan informs the LGA's work plans and budgets, as well as the Strategic and Annual Business Plans of subsidiaries and Board committees. The LGA's progress in achieving the outcomes sought by this plan is monitored through quarterly and annual reporting.

The Strategic Plan was developed with input from member councils, the LGA Board, GAROC and SAROC Committees, the LGA's Audit and Risk Committee and LGA staff. This happened through workshops and formal consultation processes, as well as through the regular feedback the LGA receives from members through its annual member's survey.



LGA's Integrated Planning and Reporting Framework



LGA's Governance Framework

The LGA is governed by a Board of Directors, which receives input on policy issues from the Greater Adelaide Region of Councils (GAROC) and South Australian Region of Councils (SAROC). GAROC and SAROC are committees of the LGA Board that provide regional advocacy, policy initiation and review, leadership, engagement and capacity building in the regions. The LGA Board also receives advice from its Audit and Risk Committee, CEO Advisory Group and the LGA secretariat.

Each year, the LGA holds an Ordinary General Meeting (OGM) and an Annual General Meeting (AGM). The purpose of those meetings is for member councils to determine the policy direction of the LGA via items of business that are of strategic importance to local government.

The LGA secretariat, led by the CEO, has responsibility for implementing the direction established by the LGA Board and by members through General Meetings.

The LGA's commercial entities – LGA Procurement and LGASA Mutual – are both governed by their own Board of Directors that report to the LGA Board.

Those roles and responsibilities are summarised below.

Role	Leading body
Strategy and Governance <i>Where we are going</i> <i>Decisions and rules</i>	LGA Board LGASA Mutual Board LGA Procurement Board
Policy <i>What we stand for</i>	Member councils via: <ul style="list-style-type: none"> • GAROC and SAROC Committees • AGM and OGM
Advice <i>Informing how we operate</i>	CEO Advisory Group Audit and Risk Committee LGA secretariat
Operations <i>Delivery of advocacy and services</i>	LGA secretariat
Measurement <i>Determining success</i>	Member councils

Context

The key considerations that form the context for this Strategic Plan include:

- Social and economic impacts of COVID-19, heightening the role of councils in driving local economic development and community wellbeing.
- Implementation of the Local Government Review Bill, and changes that will enhance council governance and operations.
- Financial sustainability for councils, including their critical roles in providing and maintaining infrastructure and community assets.
- Federal, State and Local Government elections scheduled for 2022, including proactively influencing national and state policy agendas and partnering with government in the implementation of new directions.
- Technological change, presenting new opportunities and increasing risks.
- The ongoing impacts of climate change and evolving responsibilities for local government in emergency management.
- Implementation of planning reforms and achieving positive planning and design outcomes in communities.

Vision

For South Australian councils to work together as willing and trusted partners in government, for the benefit of our communities.

Mission

To provide leadership, support, representation and advocacy on behalf of South Australian councils.

Values and Behaviours

Our Values

Our Individual Behaviour

Our Organisational Behaviour

	V	O	I	C	E
Our Values	Value and Respect 	Optimism 	Integrity 	Connectivity 	Excellence 
Our Individual Behaviour	<p>I am considerate of others' priorities and workloads.</p> <p>I communicate with respect and am approachable, professional and polite.</p>	<p>I always look for the positive opportunity, even when challenged.</p>	<p>I uphold the values of the LGA and adhere to my workplace responsibilities.</p>	<p>I welcome opportunities to engage with others and build positive working relationships.</p>	<p>I am a leader and role model through my actions and behaviour.</p> <p>I value everyone equally.</p> <p>I am a driver of constructive change.</p>
Our Organisational Behaviour	<p>We engage with, and have confidence and trust in the ability and judgement of all of our staff.</p> <p>We provide regular, honest and constructive feedback.</p>	<p>We recognise the importance of a positive work/life balance.</p> <p>We recognise the best qualities in our staff and harness all abilities.</p>	<p>We are consistent in decision making and are honest when dealing with staff and stakeholders.</p>	<p>We provide a safe, supportive and informative workplace with clear and regular communication.</p> <p>We commit to removing barriers that impact on effective work practices.</p>	<p>We empower, support and encourage our staff.</p> <p>We lead toward clear and inspiring goals and vision.</p>

- SA councils -
PART
 - of your -
EVERY
DAY.

Strategy 1:

The LGA will achieve greater influence for local government through a strategic and evidence-based approach to advocacy, partnering with state and federal government wherever possible, and by raising the profile of local government.

The LGA's advocacy will help councils to provide high quality services, facilities and operations that meet the needs of communities, while driving downward pressure on rates. As the voice of local government, the LGA's advocacy will inform awareness campaigns that shine light on the role and value of local government to communities.

The LGA's success in advocacy is built upon being close to members and understanding what is important to them.

Advocate

Achieve greater influence
for local government

Outcomes

- 1.1 We are close to our members, seek their feedback and represent them with evidence-based advocacy on issues that matter.
- 1.2 Governments rely on our proactive contribution to policy and legislation that impacts councils, leading to better outcomes for communities.
- 1.3 Communities understand and value the services provided by local government, and are encouraged to participate in council processes.

Prioritise and measure

Key priorities, along with targets and measures to monitor and report on the LGA's performance against these outcomes will be set each year in our suite of operational and committee plans, including:

- Annual Business Plan
- Advocacy Plan
- SAROC and GAROC Annual Business Plans
- Communications Strategy
- Engagement Plan.

Strategy 2:

Assist

Build the capacity of member councils

The LGA will continue to provide resources, services and advice that assist councils. Through these services and by working together as a united local government sector, councils will be able to achieve more with less, leading to better outcomes for their communities.

The LGA will continue to assist council staff and elected members in core areas including policy and governance, training, web services, emergency management, communications, procurement, and mutual indemnity (insurance). Recent changes within our sector, including the implementation of local government reforms and strengthening financial sustainability in the context of growing cost pressures present opportunities for the LGA to further assist its members.

The LGA's Assist services, which enable the sharing of knowledge and experience between councils, will help drive an effective and efficient local government sector.

Prioritise and measure

Key priorities, along with targets and measures to monitor and report on the LGA's performance against these outcomes will be set each year in our suite of operational, committee and subsidiary plans, including:

- Annual Business Plan
- Assist Plan
- SAROC and GAROC Annual Business Plans
- LGASA Mutual Strategic Plan
- LGA Procurement Strategic Plan

Outcomes

- 2.1 We are close to our members and understand their capacity and capability needs.
- 2.2 Councils draw upon our resources, services and advice in order to save time and money, and reduce risk.
- 2.3 Councils are engaged in addressing sector-wide priorities, including local government reforms and achieving greater financial sustainability.
- 2.4 We leverage grant funding for the benefit of councils, and their communities.

Strategy 3:

The local government sector is continually innovating to prepare for the future and place downward pressure on rates.

The LGA will facilitate continuous improvement for the sector through thought leadership and research about the future of local government, and by developing new partnerships and services that respond to emerging needs, and help drive innovation.

The LGA will assist councils understand their relative strengths through performance measurement and reporting. Technology presents an opportunity for the sector to innovate and better connect with communities, and take action to manage evolving cyber risks.

Advance

Facilitate continuous improvement in local government

Outcomes

3.1

We research and communicate on emerging issues for councils and their communities.

3.2

New partnerships and services help councils innovate and prepare for the future.

3.3

We provide access to systems that provide councils with the evidence base for continuous improvement.

3.4

The local government sector maximises the use of emerging technology, while effectively managing cyber risks.

Prioritise and measure

Key priorities, along with targets and measures to monitor and report on the LGA's performance against these outcomes will be set each year in our suite of operational, subsidiary and corporate plans, including:

- Annual Business Plan
- Advocacy Plan
- Communications Strategy
- Engagement Plan
- LGASA Mutual Strategic Plan
- LGA Procurement Strategic Plan

Strategy 4:

The LGA's ability to serve its members relies upon strong organisational foundations in areas such as financial management and people and culture, and the agility that comes from our size and structure as a member based association.

Improvements in corporate systems will be important to better monitor and communicate how the LGA provides value to members.

As a leader in the local government sector, it is important for LGA to lead by example and demonstrate social and environmental responsibility in its operations.

Achieve

Embed best practice governance and operations to enable the LGA to provide value to members

Outcomes

- 4.1 We lead by example in the governance and operations of the LGA.
- 4.2 The LGA's financial sustainability is supported by a growth in revenue from value-adding member services and LGA Procurement.
- 4.3 We provide a safe, healthy and rewarding work environment.
- 4.4 Systems and technology improve LGA operations and allow us to better serve our members.

Prioritise and measure

Key priorities, along with targets and measures to monitor and report on the LGA's performance will be set each year in our suite of operational and corporate plans:

- Annual Business Plan
- People and Culture Plan
- ICT Strategy
- Long-Term Financial Plan



Monitoring and Review

Implementation of this Strategic Plan will occur through the LGA's Annual Business Plan and other operational and corporate plans, as well as via the Strategic and Annual Business Plans of subsidiaries and Board committees.

The LGA's Annual Business Plan is monitored through Key Performance Indicators, which are reported upon quarterly to the LGA Board, and annually via the Annual Report. In addition to the annual Key Performance Indicators, the following strategic measures will be used to determine the LGA's success in achieving the strategies and outcomes of this plan:

Strategic Measures	Target
Membership	<p>All South Australian councils remain members of the LGA.</p> <p>All South Australian councils remain members of the Mutual Liability and Worker's Compensation Schemes.</p>
Members perception of value	<p>Retain member perception of LGA value for money for services to the sector of at least 7/10 over a rolling three year average.</p> <p>Retain an overall value of LGA membership of an average of at least \$2Million per council over a rolling three years.</p> <p>Advocate – achieve an average value for money for advocacy services of at least 7/10 on an annual basis.</p> <p>Assist – achieve an average value for money for assist services of least 7/10 on an annual basis.</p> <p>Advance – achieve an average value for money for advance services of at least 7/10 on an annual basis.</p>
Utilisation of LGA services	<p>All South Australian councils draw upon the resources provided on the LGA members only website.</p> <p>All South Australian councils use one or more of the LGA's value-adding member services.</p> <p>All South Australian councils use one or more services provided by LGA Procurement.</p>
Community awareness	<p>Maintain or increase the reach of the LGA's community awareness campaigns.</p> <p>Maintain or increase the community's understanding of the role of local government, as measured through the LGA's annual community survey.</p>
Financial management	<p>Income from member subscriptions to not exceed 25% of overall revenue.</p> <p>Retain operating surplus, liquidity and net financial liability ratios within the targets established by the Long Term Financial Plan.</p>



Cooper Pedy

Roxby Downs



11.4 LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA (LGFA) ANNUAL GENERAL MEETING

REPORT AUTHOR: General Manager, Governance & Community Affairs
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4549
FILE REFERENCE: qA2181
ATTACHMENTS: A - B

PURPOSE OF REPORT

The purpose of the report is to advise the Council that the Local Government Finance Authority of South Australia (LGFA), is holding its Annual General Meeting (AGM) on Friday, 29 October 2021.

BACKGROUND

The Annual General Meeting of the Local Government Finance Authority of South Australia, will be held on Friday, 29 October 2021, at the Adelaide Town Hall. This meeting will again coincide with the Local Government Association of South Australia Annual General Meeting. The commencement time of the LGFA AGM is yet to be advised.

The LGFA requires that a number of procedural matters must be attended to in order to ensure compliance with the LGFA Rules.

DISCUSSION

Appointment of Council Representative

Section 15 (1) of the *Local Government Finance Authority of South Australia Act 1983* (the Act), provides that:-

“Every Council is entitled to appoint a person to represent it at a general meeting of the Authority.”

Traditionally, the Mayor has been appointed as the Council Representative.

The LGFA will be notified of the City of Norwood Payneham & St Peters representative, via the appropriate documentation (**Attachment A**), by 20 August 2021, in accordance with the prescribed timeframes.

Notices of Motion

The Rules of the LGFA in relation to the Annual General Meeting procedures, require that a Notice of Motion specifying the resolution which is to be proposed must be given to the Chief Executive Officer not less than forty two days prior to the meeting. To comply with this rule, it is necessary for any Notices of Motion to be submitted to the LGFA no later than Friday, 20 August 2021.

Notices of Motion must be lodged stating the following:

- the Notice of Motion;
- the reason for the Notice of Motion; and
- the suggested action.

Any Notices of Motion submitted by the Council, will be forwarded to the LGFA via the appropriate documentation (**Attachment B**).

OPTIONS

The Council is entitled to appoint a person to represent it at the LGFA AGM.

It is at the discretion of the Council as to whether or not it forwards a Notice of Motion/s to be considered at the Annual General Meeting.

CONCLUSION

All relevant information must be forwarded to the Local Government Finance Authority for inclusion with the Agenda for the LGFA AGM, by Friday, 20 August 2021.

COMMENTS

Nil.

RECOMMENDATION

Appointment of Council Representative

1. The Council appoints Mayor Bria as the City of Norwood Payneham & St Peters Representative at the Local Government Finance Authority Annual General Meeting to be held in October 2021.
2. The Council appoints _____ as the City of Norwood Payneham & St Peters Proxy Representative at the Local Government Finance Authority Annual General Meeting to be held in October 2021.

Notices of Motion

1. The Council notes the report and declines the invitation to submit a Notice of Motion to the Local Government Finance Authority Annual General Meeting.

OR

2. The Council forwards a Notice of Motion to the Local Government Finance Authority Annual General Meeting in relation to the following item:

Attachments – Item 11.4

Attachment A

Local Government Finance Authority of South Australia (LGFA) Annual General Meeting

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**



APPOINTMENT OF COUNCIL REPRESENTATIVE

LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA

2021 ANNUAL GENERAL MEETING

I advise that Mayor / Chairperson / Councillor / Officer / or any other person is appointed council representative to the Local Government Finance Authority of South Australia.

Council Name	
Council Delegate (Full Name)	Mayor / Chairperson / Councillor / Officer
Delegate Home Address	
Delegate Email Address	
Name of Chief Executive Officer	
CEO Email Address	
Signature of Chief Executive Officer	

Please return completed Appointment of Council Representative Form to admin@lgfa.com.au
by CLOSING DATE: **Friday 20 August 2021**

(or post to Local Government Finance Authority of SA, Suite 1205, 147 Pirie Street, Adelaide SA 5000)

Attachment B

Local Government Finance Authority of South Australia (LGFA) Annual General Meeting

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**



NOTICE OF MOTION
LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA
2021 ANNUAL GENERAL MEETING

NAME OF COUNCIL:

NOTICE OF MOTION:

.....

REASON:

.....

.....

.....

.....

SUGGESTED ACTION:

.....

.....

.....

.....

Please return completed Notice of Motion Form to admin@lgfa.com.au
 by CLOSING DATE: **Friday 20 August 2021**

(or post to Local Government Finance Authority of SA, Suite 1205, 147 Pirie Street, Adelaide SA 5000)

11.5 PLANNING AND DESIGN CODE – CODE AMENDMENTS

REPORT AUTHOR: Senior Urban Planner
GENERAL MANAGER: Urban Planning & Environment
CONTACT NUMBER: 8366 4561
FILE REFERENCE: qA58634
ATTACHMENTS: A - F

PURPOSE OF REPORT

The purpose of this report is to provide the Council with information regarding amendments to the *Planning and Design Code* and present the draft *Responding to Code Amendments and Code Amendment Requests Policy* to the Council for consideration and adoption.

BACKGROUND

The *Planning and Design Code* is a key element of the new planning system, which replaced all Council Development Plans with this single State-wide planning policy document on 19 March 2021.

The *Planning Development and Infrastructure Act*, together with the Regulations and a Practice Direction, outline the process for amending the Code. While some aspects of the Code Amendment process are similar to the former Development Plan Amendment process there are also substantial differences, notably the limitations on 'Council led' Code Amendments and the flexibility for private proponents to undertake their own Code Amendment to change how the Code affects their land. The new Code Amendment process requires the Council to consider how it will respond to requests for comment on third party Code Amendments and whether it will consider undertaking privately funded Council Code Amendments, as well as its strategic priorities for future zone and policy changes.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

Outcome 1: Social Equity

An inclusive, connected, accessible and friendly community

Objective:

- 1.1 *Convenient and accessible services, information and facilities.*
- 1.2 *A people-friendly, integrated and sustainable transport network*
- 1.3 *An engaged and participating community*
- 1.5 *A strong, healthy, resilient and inclusive community*

Outcome 2: Cultural Vitality

A culturally rich and diverse city, with a strong identity, history and sense of place

Objective:

- 2.3 *A City which values and promotes its rich cultural and built heritage*
- 2.4 *Pleasant, well designed, and sustainable urban environments*

Outcome 3: Economic Prosperity

A dynamic and thriving centre for business and services

Objective:

- 3.1 *A diverse range of businesses and services.*
- 3.2 *Cosmopolitan business precincts contributing to the prosperity of the City.*
- 3.5 *A local economy supporting and supported by its community.*

Outcome 4: Environmental Sustainability

A leader in environmental sustainability

Objective:

4.1 *Sustainable and efficient management of resources.*

4.2 *Sustainable streets and open spaces*

4.4 *Mitigating and adapting to the impacts of a changing climate*

FINANCIAL AND BUDGET IMPLICATIONS

The financial implications of a Code Amendment will vary depending on the Council's involvement in the process. Responding to Code Amendments which are prepared by other councils are likely to have low to no financial impact. However, should the Council undertake a Code Amendment, there will be costs involved.

EXTERNAL ECONOMIC IMPLICATIONS

One of the key objectives of the State Government's reform agenda is to drive investment and economic development in the State through removing barriers, 'perceived barriers' and 'inefficiencies' in the planning system. The Commission anticipates that the Code Amendment process will facilitate policy and zoning changes more efficiently than the former Development Plan Amendment process, which combined with enabling private proponent Code Amendments, is reflective of the intent of driving investment and economic development. This has yet to be substantiated both in terms of any efficiencies that may be achieved and more importantly the consequent impacts of what can essentially be described as a 'spot rezoning' process.

SOCIAL ISSUES

Unlike the former Development Plan Amendment process, the new Code Amendment process does not have prescriptive requirements for community consultation (with a few exceptions for listing new heritage places, identifying new historic areas, and infrastructure schemes). While the Council would make community consultation a priority in any Council-led Code Amendments, the Council cannot control the extent of engagement undertaken as part of third party Code Amendments. The State Planning Commission typically only reviews the engagement undertaken at the end of all Code Amendment processes and while it can require that additional consultation be undertaken if the engagement is deemed inadequate, there is still a lack of certainty for the community regarding the extent of consultation associated with Code Amendments.

With respect to any privately funded Council Code Amendments, Council will need to carefully manage the potential strategic benefits of the Code Amendment in balance with potential negative community perception resulting from the privately funded process.

CULTURAL ISSUES

Not Applicable.

ENVIRONMENTAL ISSUES

Opportunities for improved environmental and sustainability policies will be recommended to the State Planning Commission in response to a request for policy improvements as part of the Commission's inaugural review of Code policy.

RESOURCE ISSUES

Responding to third party Code Amendments will require varying degrees of staff resourcing, depending on the extent of the Amendment and its potential impact on the City of Norwood Payneham & St Peters. Responding to third party Code Amendments will also occur on an ad-hoc basis, as compared to any Council-led Code Amendments which will be strategically scoped, prioritised and budgeted for.

RISK MANAGEMENT

The Council's role in third party Code Amendments is limited by the legislative process and therefore, the Council's role in minimising risk associated with these Code Amendments is limited. For example, the Council has a limited ability to object to a private party Code Amendment which the Council considers could lead to poor development outcomes. The adoption of a clear and transparent policy will assist Council in managing risks associated with any privately funded Council Code Amendments.

COVID-19 IMPLICATIONS

Not Applicable.

CONSULTATION

- **Elected Members**
Not Applicable.
- **Community**
Not Applicable.
- **Staff**
Manager, Urban Planning & Sustainability
- Manager, Development Assessment
- **Other Agencies**
Nil

DISCUSSION

Regional Plans and Strategic Planning

The Planning Development and Infrastructure Act (PDI Act) requires the preparation of Regional Plans which provide a long-term strategic plan for the different planning regions across the State. A key role of a Regional Plan is to provide recommendations about the application of the *Planning and Design Code*. The transitional provisions in the PDI Act allow the existing Regional Plans, including the *30 Year Plan for Greater Adelaide*, to continue to apply until new regional plans under the PDI Act are developed. Ideally these should have been prepared prior to writing the Code and prior to the ability for landowners to initiate Code Amendments, to assess these Code Amendments for strategic alignment or support. Based on the State Planning Commission's current schedule for the preparation of Regional Plans, it is expected that the new Greater Adelaide Regional Plan will not be developed until the deadline of 2023.

The PDI Act also anticipates that a subregion can be established within a planning region. For example, a subregion consisting of Eastern Region Alliance group of councils (or any other configuration). This would facilitate a subregional plan to be developed to provide a greater level of detail and guidance for future zone and policy changes. Subregional plans are unlikely to be pursued until after the new regional plan for Greater Adelaide has been established.

It is disappointing that the planning reform program resulted in the *Planning and Design Code* being developed prior to the completion of Regional Plans. The *30 Year Plan for Greater Adelaide* does not provide a sufficient level of detail to guide how the Code should be applied, particularly in respect to requests for 'spot zoning' from private proponents. In previous submissions to the Commission, the Council recommended that private proponent Code Amendments not be enabled until Regional Plans were completed, however this has not occurred (for reasons best known to the Commission) and a number of private Code Amendments have now been initiated within the metropolitan area.

Code Amendment Process

The PDI Act establishes the State Planning Commission as the entity responsible for preparing and maintaining the *Planning and Design Code*. The PDI Act also sets out the entities which are able to initiate amendments to the Code, including:

- (a) the Commission acting on its own initiative or at the request of the Minister for Planning and Local Government; or
- (b) with the approval of the Minister, acting on the advice of the Commission –
 - (i) the Chief Executive of the Attorney-General's Department; or
 - (ii) another agency or instrumentality of the Crown; or
 - (iii) a joint planning board; or
 - (iv) a council; or
 - (v) a provider of essential infrastructure; or
 - (vi) an infrastructure scheme coordinator; or
 - (vii) a person who has an interest in land and who is seeking to alter the way in which the Planning and Design Code or a design standard affects that land (e.g. a land owner)

By comparison, under the former *Development Act 1993*, the Minister and councils were the only parties able to undertake Development Plan Amendments.

The extent of change to the Code that each of the above designated entities can propose varies, but in most cases, is limited to how the Code affects a particular area or property such as the rezoning of a property (swapping one Code zone for another Code zone). The Commission's *Code Amendment Toolkit* indicates that a council can create a zone or sub-zone in '*exceptional circumstances*' but otherwise the creation of entirely new zones or overlays as well as amending existing policies will be the responsibility of the Commission or the Department. These limitations are a symptom of the standardised nature of the Code. For example, the City of Norwood Payneham & St Peters cannot amend the wording of the demolition policy in the Historic Area Overlay because this would affect numerous other Councils. To influence improved policy content, affected councils would need to come together to jointly advocate for the State Planning Commission to agree to review a particular policy, theme or issue. This in itself is problematic in terms of all councils agreeing to a proposed change and is again a symptom of how Local Government is viewed in the planning system.

The Code Amendment Process is determined by the PDI Act, Regulations and *Practice Direction 2 – Preparation and Amendment of Designated Instruments* which is contained in **Attachment A** and a summary of the Code Amendment Process is contained in **Attachment B**.

The process commences with the proponent (e.g. the person or agency undertaking the Amendment) preparing a '*Proposal to Initiate*' which sets out the scope of the Amendment. Private proponents are required to consult with the Chief Executive Officer of the council affected by their Code Amendment prior to preparing a '*Proposal to Initiate*', however after this step is undertaken the Council's role is limited to being entitled to provide a submission during the public consultation period. The Commission and the Department are not required to undertake the same early consultation with a Council for State-led Code Amendments.

Consultation for a draft Code Amendment must be undertaken in accordance with the *Community Engagement Charter*. The Charter anticipates that consultation will vary depending on the scope of the proposed Amendment, however the Charter does not prescribe specific requirements other than in a few specific circumstances (such as listing heritage places or introducing historic areas). This differs from the former Development Plan Amendment process which had prescribed minimum consultation requirements. In some cases, the Minister may set conditions on the *Proposal to Initiate* to review and approve the Engagement Plan prior to consultation, but the standard practice is for the engagement to be undertaken by the proponent without prior review or approval from the Commission or the Minister. Although the Department reviews the engagement as part of the final Code Amendment approval process and can require additional consultation to be carried out if deemed required by the Department, it is concerning that in some circumstances a private proponent (eg land owner) will undertake consultation on the Code Amendment without any independent oversight from the Department or Commission. This is another important omission.

As was previously the case with the Development Plan Amendment process, the Code Amendment is approved by the Minister and after it is placed on operation, the Environment Resources and Development Committee of Parliament has the opportunity to suggest amendments or object to the Amendment.

With the new opportunities under the Act for multiple entities to prepare Code Amendments, there is a need for greater awareness and visibility of the extent and location of these proposed changes, at any given time. The PlanSA online planning portal has recently been updated with a 'Code Amendment Mapping Tool' which enables anyone to view the location and basic information regarding Code Amendments which have been initiated, are on consultation or are awaiting approval. The Mapping Tool can be accessed via the following web-link: https://plan.sa.gov.au/have_your_say/general_consultations

State Planning Commission and Department Code Amendments

At its meeting on 24 June 2021, the Commission considered the criteria for circumstances when the Commission and Department would undertake Code Amendments. Unfortunately, the criteria has been kept confidential, however Council staff have been advised that generally the Commission will focus on State-wide strategic matters such as changes affecting multiple councils or introduction of new zones or overlays. Prior to the release of the first draft of the Code, the Commission released a series of Discussion Papers which outlined key policy issues which would be addressed in the 'first generation', 'second generation' or beyond of the Code. While the Department has provided a brief timeline of future State-led Code Amendments (contained in **Attachment C**) a longer-term strategic program has not yet been shared with Local Government. As such, it is not yet clear when the policy issues identified for the 'second generation' of the Code will be addressed.

The Commission has indicated it will undertake strategic reviews of the Code on a periodic basis and while it is not yet clear how often these reviews will be undertaken, the Commission has announced it will be commencing a *Miscellaneous Technical Enhancement Code Amendment* to improve the general performance, interpretation and consistency of the Code. A letter sent by the Commission to key stakeholders requesting feedback to inform the scope of the Code Amendment is contained in **Attachment D**. As the Commission is seeking preliminary comments only on its Code Amendment at this stage (prior to formal consultation) staff will prepare a response which outlines a range of issues and improvements which are summarised in **Attachment E**. It is clear from the Commission's correspondence that this first Commission led Code Amendment will not be a comprehensive strategic review. Notwithstanding this, it is likely that councils will raise a broader range of issues for the Commission's attention, particularly issues which were not adequately resolved during the Phase 3 Code drafting and consultation. For example, the City of Norwood Payneham & St Peters together with a number of other councils remain concerned about the policies applicable to historic areas (formerly Historic Conservation Zones). The Greater Adelaide Region of Councils (GAROC) recently raised concerns regarding Historic Area Overlay policy with the Commission, however the Commission has recently responded, advising that the current policies are adequate and that it is premature to consider such amendments.

Council Code Amendments

Although the Code is still in the early days of operation in metropolitan Adelaide, Councils are now in a position to consider strategic priorities for future Code Amendments, noting that Council led Code Amendments will typically be limited to changes in the spatial application of zones, overlays and some numeric policies such as minimum site areas.

Priorities for the City of Norwood Payneham & St Peters may include investigations into:

- a more suitable zone for the former Light Industry Zoned land at Glynde. This area is currently located in the Employment Zone which anticipates a broader range of commercial uses than was previously the case under the Development Plan;
- rezoning opportunities for the 'Stepney Triangle' area bordered by Magill Road, Nelson Street and Payneham Road to facilitate an appropriate mix of land uses and development opportunities;

- improvements to Historic and Character Area Statements, which are currently a narrow reflection of previous policies contained in the Development Plan. Unfortunately, the structure of the Statements is very rigid, however it is hoped that a Code Amendment may facilitate a refinement and improvement of the content of the Statements;
- a review of Technical and Numeric Variations to ensure these are the best fit for the applicable areas in the context of the Code policy. A number of TNVs were determined while the Code policy was still being drafted so it was unclear how they would fit into the policy framework, however now the Code has been implemented and it is clearer how various layers of policies work together, there is an opportunity for some improvements; and
- a rationalisation of zones along arterial roads. Portions of arterial roads such as Magill Road, Payneham Road and Portrush Road, have a piecemeal application of zones, typically covering small groups of parcels. These zones have not been reviewed in many years, so there is an opportunity to consider consolidating the zoning in a way that provides a suitable fit for future development without compromising the existing character of the localities and taking into account scale and design of development and its impact on adjoining residential zones.

Council staff will continue to review these opportunities and will present priorities and opportunities for future Code Amendments to the Council.

The impacts of a Code Amendment prepared for adjoining Local Government Areas, on the City of Norwood Payneham & St Peters, are likely to be limited to where the affected sites are in close proximity to the City of Norwood Payneham & St Peters or if there are broader impacts on infrastructure or the environment, such as rezoning for high density residential development in a neighbouring council and the potential effect on traffic or stormwater management. Under the former Development Plan Amendment process, councils were required to consult with neighbouring councils. This requirement does not exist under the new Community Engagement Charter, however it is likely that a council would still be notified if it was potentially affected by the proposed Code Amendment.

Given the limitations on Code Amendments which are undertaken by individual councils (to essentially swap one zone for another or small technical and numeric variation adjustments), the Local Government Association of South Australia (LGA) is facilitating discussions between staff of various councils to determine key common areas of interest and concern. The intent is to consolidate requests for Commission Code Amendments, or perhaps coordinate a combined Council Code Amendment to rectify common issues, which may be less likely to be supported by the Department if only requested by a single council.

Establishing a Joint Planning Board is another option for councils who wish to collaborate on planning issues or projects, including Code Amendments. However, given the extensive resourcing requirements and likely costs associated with Joint Planning Boards this is not a practical option for addressing isolated policy issues. Councils may, however, consider establishing Joint Planning Boards in order to develop a subregional plan.

Private Proponent Code Amendments

Process for Private Code Amendments

The ability for private proponents to undertake Code Amendments is one of the most significant and indeed controversial changes in the new planning system which has been introduced without justification. Under the former *Development Act 1993* process, a land owner or developer was required to request that the Council or Minister undertake a Development Plan Amendment on their behalf. Under the PDI Act, although private Code Amendments require Ministerial approval to proceed and the land owner can still request a council or the State Government to undertake the amendment on their behalf, they are no longer dependent on another agency to undertake the process for them. The options for a land owner or developer who wishes to initiate a Code Amendment is outlined in **Figure 1** below.

FIGURE 1 – PRIVATE CODE AMENDMENTS

<u>Option 1</u> Developer requests that Council undertake a Code Amendment to rezone their land	This may be a privately funded Code Amendment, or if the Council sees strategic merit in undertaking the Amendment, it may be Council funded
<u>Option 2</u> Developer requests that the Chief Executive of the Attorney-General's Department undertake a Code Amendment to rezone their land	The developer will prepare specialist investigations (e.g. traffic studies) and fund the cost of the Department undertaking the remainder of the process
<u>Option 3</u> Developer proposes to fully undertake their own Code Amendment process	The developer must: <ul style="list-style-type: none">• provide declaration of their interest in the land (they cannot undertake an Amendment which affects land they do not have an interest in)• obtain services from a suitably qualified planner• consult with the affected council prior to preparing their proposal

A land owner or developer may choose Option 1 or Option 2 if they do not wish to undertake the whole process themselves or if they wish to rezone a property they do not have an interest in. For example, a developer may own four (4) out of five (5) properties but proposes to rezone all five (5) properties. Where a private proponent is undertaking their own Code Amendment (as per Option 3) they are responsible for undertaking community consultation and the proponent is able to request from the Council a list of names and postal addresses associated with properties which will be notified. Pursuant to Section 174(2) of the *Local Government Act 1999*, the person making the request is entitled to this information but may be required to pay a fee fixed by the council.

Private Code Amendments will inevitably involve spot-rezoning (an outcome which has never been a feature of the South Australian planning system but is associated with practices which have been in place in the eastern States), and indeed this is what is enabled under the new Act. There is significant concern amongst Local Government about the independence and lack of strategic direction of these amendments, particularly with respect to coordinated land use planning, infrastructure provision and built form outcomes (e.g. if the Code Amendment results in a substantially increased maximum building height for a single site). A robust regional and subregional plan that provides clear spatial priorities would assist in guiding what and where private rezonings occur. It is clear that the lessons learnt from the practice in the eastern states have not been taken into consideration.

19-29 Glynburn Road, Glynde Code Amendment

A number of private Code Amendments have already been initiated across the State, including one within the City of Norwood Payneham & St Peters. Aldi Stores has submitted a draft Code Amendment for 19-29 Glynburn Road, Glynde, seeking to change the existing *Housing Diversity Neighbourhood* and *Employment Zones* to *Suburban Activity Centre Zone* to allow for retail activity greater than 1000m² in floor area. This Code Amendment is yet to commence public consultation and a draft submission will be presented to Council for consideration during consultation. A brief summary of this draft Code Amendment can be accessed by the following weblink:

https://plan.sa.gov.au/have_your_say/general_consultations#19-29_Glynburn_Road_Glynde_Code_Amendment

Policy for Responding to Third Party Code Amendments

At its meeting held on 7 September 2015, the Council resolved to adopt a procedure for responding to Development Plan Amendments (DPAs) being pursued by adjoining Councils or the Minister which did not propose any changes to the City of Norwood Payneham & St Peters Development Plan. This resolution is set out below:

That the following procedure in respect to reporting to Elected Members on Development Plan Amendments (DPAs), which do not propose any changes to the Norwood Payneham and St Peters (City) Development Plan, be endorsed:

- a) *Any notification that the Council receives from an adjoining Council or the Minister, consulting on a draft DPA, which does not propose changes to the Norwood Payneham & St Peters Development Plan, will be briefly summarised in a memorandum and included in the Elected Members Weekly Communique, within two (2) weeks of receipt of the notification. If the DPA is very brief, the document will be provided in full in the Communique, otherwise for larger DPAs, an electronic link to the draft DPA will be provided for Members to view the document in full.*
- b) *In relation to a DPA prepared by an adjoining Council, if the DPA does not affect land adjacent to the boundary of the Norwood Payneham & St Peters Local Government Area and staff consider that there are no other policy implications arising from the proposed amendments, the memorandum to Elected Members will indicate this and include for information, a copy of the staff response, advising that the Council has no specific comment to make on the draft DPA.*
- c) *In relation to all other Ministerial DPAs or DPAs prepared by adjoining Councils, where the General Manager, Urban Planning & Environment (or his/her delegate) considers that there are no significant implications for the Norwood Payneham & St Peters Local Government Area, which would warrant formal consideration by the Strategic Planning & Development Policy Committee, the memorandum to Elected Members will provide a brief summary of the draft DPA, outline any potential policy implications and include a draft response prepared by staff (which may or may not indicate that the Council has any comments to make on the draft DPA).*

If, after discussion with the General Manager, Urban Planning & Environment (or his/her delegate) two (2) or more Elected Members disagree with the draft response, or consider that the Strategic Planning & Development Policy Committee should formally respond on behalf of the Council, then a Strategic Planning & Development Policy Committee meeting will be convened. In this respect, the memorandum to Elected Members will include a two (2) week timeframe within which Elected Members may raise any concerns, or request a Committee meeting to discuss and prepare a response to the relevant DPA. This is in order to ensure that there is sufficient time to schedule a Committee meeting and provide a written submission, before the closing date for submissions.

- d) *If the General Manager, Urban Planning & Environment (or his/her delegate) considers that a Ministerial DPA or a DPA prepared by an adjoining Council could have significant implications for the Norwood Payneham & St Peters Local Government Area, then the memorandum to Elected Members will advise that a Strategic Planning & Development Policy Committee meeting will be convened to consider the draft DAP.*

This procedure involved a scaled approach to responding to the DPAs based on the level of impact on the Council. For example, a staff response was required where the DPA would have no impact, whereas the (former) Strategic Planning & Development Policy Committee would meet to consider a DPA which could have significant implications for the Council.

Given that under the new system, third party Code Amendments may range from minor technical changes, to the rezoning of land on the other side of the State, to a significant rezoning within the City of Norwood Payneham & St Peters, a Council policy would assist in setting a consistent and transparent process for dealing with a range of situations and avoid the need for minor or inconsequential Code Amendments being presented to Council. A draft Policy to deal with responding to Code Amendments and Code Amendment Requests has been prepared for Council endorsement and is contained in **Attachment F**.

Policy for Privately Funded Council Code Amendments

As outlined above, the PDI Act enables a private land owner or developer to request a Council to undertake a Code Amendment to change how the Code applies to their property. Although a similar process was available under the *Development Act*, the Council at the administration level, did not (for obvious reasons) support privately funded Development Plan Amendments. Given that many Councils and developers have not pursued site-specific rezoning proposals for the past few years in light of the transition to the new Code, there is potentially an increased appetite from private land owners to undertake a Code Amendment. Although private proponents can now undertake their own amendments, it is considered prudent for the Council to be prepared for requests for privately funded Code Amendments. The existence of such a Policy does not commit the Council into entering into a privately funded Code Amendment arrangement, indeed a Policy could be a transparent tool for establishing the criteria under which Council may not wish to enter into such an arrangements.

There are various factors for the Council to consider in determining whether to enter into an agreement for a privately funded Council-led Code Amendment. Firstly, the Council could consider how the proposed amendment would align with Council and State strategic documents, the net 'triple-bottom-line' benefit of the proposal, any benefits in the Council undertaking the amendment rather than a private proponent, and the ability or otherwise for the proponent to undertake the amendment independently. Secondly, the Council could consider the administrative and governance arrangements which may be involved. The draft Policy contained in **Attachment F** outlines the process for privately-funded Council Code Amendments including the principles the Council will use to consider the merits of any proposed Code change and the steps which will be followed should the Council determine to proceed with the Code Amendment. With the Policy as drafted, it is unlikely Council would enter into an agreement for a privately funded Council Code Amendment unless it clearly aligns with the Council's strategic interests or projects, where these have been set out in the *CityPlan 2030*, Business Plan or other strategic projects such as the *Kent Town Urban Design Framework*.

OPTIONS

The Council can endorse the draft *Responding to Code Amendments and Code Amendment Requests Policy* contained in **Attachment F**.

Alternatively, the Council can amend, omit or propose further changes to the draft Policy and subject to these amendments being included, endorse the document.

The Council could also determine to not adopt the Policy and instead respond to Code Amendments and Code Amendment requests on an ad-hoc basis.

For the reasons outlined in this report, it is recommended that the Council endorse the *Responding to Code Amendments and Code Amendment Requests Policy* as contained in **Attachment F**.

CONCLUSION

The introduction of the State-wide Code and the subsequent Code Amendment process, have significantly changed the State's planning policy governance arrangements and framework. Local Government now has a reduced capacity for introducing new zones and locally specific policies, as well as less oversight over third party Code Amendments which occur within the Local Government Area, particularly with respect to private proponent Code Amendments. This is a significant change and has been pursued without justification and without any consideration of the consequent impacts of what will essentially become 'spot rezoning' opportunities. It is hoped that new Regional Plans and potentially Subregional Plans, may assist in regulating the potentially ad-hoc approach to private re-zonings however it is unlikely a new Regional Plan for Greater Adelaide will be established for some time. This increases the importance of having a transparent and consistent policy outlining how the Council will respond to any Code Amendments.

In light of this new environment, the Council will need to consider and implement its own strategic planning priorities as well as establishing how it will respond to Code Amendments and requests for Code Amendments from third parties. The adoption of the attached draft Council Policy is considered an appropriate means of mitigating the impacts and risks associated with the new system.

COMMENTS

Nil

RECOMMENDATION

1. That the draft *Responding to Code Amendments and Code Amendments Requests Policy* as contained in Attachment F to this report be endorsed
2. That the Chief Executive Officer be authorised to make editorial changes to the draft Policy to make the document suitable for publication and final release
3. That the Council note the summary of issues contained in Attachment E which will be the basis of preliminary feedback to the Commission in relation to the *Miscellaneous Technical Enhancement Code Amendment*, noting that a formal submission will be prepared during consultation at a later date.

Attachments – Item 11.5

Attachment A

Planning & Design Code Code Amendments

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

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City of
Norwood
Payneham
& St Peters

PRACTICE DIRECTION 2

Preparation and Amendment of Designated Instruments



This practice direction is issued by the State Planning Commission under section 42 of the *Planning, Development and Infrastructure Act 2016*.

Introduction

Section 42 of the *Planning, Development and Infrastructure Act 2016* (the Act) allows the State Planning Commission (the Commission) to issue practice directions for the purposes of the Act. Generally, practice directions specify procedural requirements or steps in connection with a matter arising under the Act. In certain cases, the Act requires a particular matter to be addressed or dealt with by a practice direction.

This practice direction is provided by the Commission to support the operation of Part 5 Division 2 Subdivision 5 of the Act with respect to the requirements for:

1. Amendments to the Planning and Design Code (the Code).
2. Engagement required by the Community Engagement Charter (the Charter), which is to be undertaken and reported on under section 73 of the Act.
3. The information requirements for requesting a Complying Change to the Code after completing a Regional Plan under section 75 of the Act.
4. The information requirements for requesting early commencement of a Code Amendment under section 78 of the Act.

Part 1 – Preliminary

1 – Citation

This practice direction may be cited as the *State Planning Commission Practice Direction – 2 Preparation and Amendment of Designated Instruments*.

2 – Commencement of operation

This practice direction will come into operation on the day on which it is published on the SA Planning Portal.

3 – Object of practice direction

The object of this practice direction is to specify:

1. Requirements under section 73 of the Act for the preparation of a proposal to initiate, consult and lodge for approval an amendment to the Code.
2. How, under section 73 of the Act, engagement (as required by the Charter) is to be undertaken and reported on in relation to the preparation or proposed amendment of a designated instrument.
3. Requirements under section 75 of the Act for requesting a complying change to the Code.

4. Requirements under section 78 of the Act for requesting early commencement of a Code Amendment.

4 – Interpretation

In this practice direction, unless the contrary intention appears –

Act means the *Planning, Development and Infrastructure Act 2016*.

Affected Area means an area of land to which a proposed Code Amendment applies.

Charter means the Community Engagement Charter.

Code means the Planning and Design Code.

Code Amendment means an amendment to the Planning and Design Code.

Department means the Attorney General’s Department.

Designated Instrument means the instruments set out in section 70 of the Act.

Designated Entity means a person or entity authorised or approved to prepare a draft of a proposal to prepare or amend a designated instrument under section 73 of the Act.

Local Heritage Criteria means the criteria for designation as a place of local heritage value in the Code, as provided under section 67(1) of the Act.

Proponent means the Chief Executive of the Attorney-General’s Department (the Department), another agency or instrumentality of the Crown, a joint planning board, a council, a provider of essential infrastructure, a scheme coordinator, or a person who has an interest in land, as listed in section 73(2)(b) of the Act.

Proposal to Initiate means a “Proposal to Initiate a Code Amendment” document, prepared in accordance with this practice direction for the purpose of initiation of amendments to the Code under section 73 of the Act.

Private Proponent means a provider of essential infrastructure or a person who has an interest in the land, as listed in section 73(2)(b)(v) or (vii) of the Act.

Significant Tree Criteria means the criteria for declaration of a tree or stand of trees as significant tree(s) in the Code, as provided under section 68(1) of the Act.

Note: Section 14 of the Acts Interpretation Act 1915 provides that an expression used in an instrument made under an Act has, unless the contrary intention appears, the same meaning as in the Act under which the instrument was made.

Part 2 – Consultation for Designated Instruments

5–Preparation of an Engagement Plan (prior to consultation)

- (1) The Designated Entity is responsible for preparing an engagement plan that:
 - (a) meets the principles and performance outcomes of the Charter;
 - (b) describes the persons or bodies to be consulted on the proposed amendment of the Designated Instrument, which must include any persons or bodies:

- (i) required to be consulted with under a condition imposed by the Minister under section 73(5) of the Act;
 - (ii) specified by the Commission under section 73(6)(e) of the Act; and
 - (iii) who must be consulted with under the Charter.
- (c) outlines any relevant previous engagement undertaken to inform the proposal;
- (d) describes the evaluation framework for the engagement.
- (2) All engagement plans which relate to proposed preparation of or amendment to a State Planning Policy or a Regional Plan must be submitted to the Commission for approval prior to commencement of formal engagement on the proposal.
- (3) An engagement plan relating to a proposed amendment to the Code or a Design Standard does not need to be approved by the Commission or the Minister, unless a condition has been imposed by the Minister under section 73(5) of the Act which requires such approval (in which case the condition will apply).

6– Preparation of an Engagement Report (following consultation)

- (1) At the completion of engagement on a proposal to prepare or amend a Designated Instrument, the Designated Entity must provide the Department with:
- (a) if amendments to the proposal are required:
 - (i) written instructions (in a form acceptable to the Department) that set out any changes to the draft Designated Instrument for the purposes of the Department updating and providing the draft policy for inclusion in the draft Designated Instrument; and/or
 - (ii) mapping instructions or a description of the Affected Area (in a form acceptable to the Department) in order to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft Designated Instrument;
 - (b) the updated draft Designated Instrument (once finalised by the Designated Entity, incorporating any amendments); and
 - (c) a final engagement report as required under section 73(7) of the Act and prepared in accordance with these Practice Directions, for the purpose of the Department arranging for the engagement report and draft Designated Instrument to be furnished on the Minister.
- (2) An engagement report required under section 73(7) of the Act must set out:
- (a) details of the engagement undertaken and how that engagement met the engagement plan and reasons for variations (if any) to the engagement plan;
 - (b) the outcome of the engagement including a summary of the written submissions or feedback received;
 - (c) any proposed changes to the proposal to prepare or amend a Designated Instrument (when compared with the proposal that was engaged on) and the reasons for those proposed changes. This should specifically indicate:

- (i) where changes are proposed to the Designated Instrument based on or as a result of the engagement; and
 - (ii) any other changes which are proposed based on or as a result of additional investigations or information which was not available when the proposal was released for engagement.
- (3) The engagement report must also include an evaluation of the effectiveness of the engagement that considers whether:
- (a) the principles of the Charter have been achieved; and
 - (b) all mandatory requirements identified in the Charter have been met (where the consultation category is applicable).
- (4) The engagement report will be placed on the SA Planning Portal by the Department:
- (a) in relation to a regional plan, the Code or a design standard – five business days after the Minister has made a decision on the proposal to prepare or amend the Designated Instrument under section 73(10) of the Act; or
 - (b) in relation to a State Planning Policy – five business days after the Governor has approved the preparation or amendment of a State Planning Policy under section 73(12)(a) of the Act.

Part 3 – Planning and Design Code Amendments

7–Initiating a Code Amendment

- (1) To initiate an amendment to the Code, the proponent must lodge a Proposal to Initiate with the Department via the SA Planning Portal.

- (2) The Proposal to Initiate must set out:

Designated Entity

- (a) With respect to proposals from Private Proponents, a request for either the Private Proponent or the Chief Executive of the Department to be the Designated Entity responsible for undertaking the Code Amendment process.

Professional Expertise

- (b) Where the Private Proponent will be the Designated Entity responsible for undertaking the Code Amendment process, the name, qualifications and experience of practitioner/s that will undertake the Code Amendment process (including any engagement) for or on behalf of the Private Proponent. In this case, the relevant practitioners must have qualifications and experience that is equivalent to an Accredited Professional – Planning Level 1 under the Act.

Code Policy

- (c) An outline of:
- (i) any overlay, general policy, zone or subzones in the Code being proposed for amendment; and/or

- (ii) the intended spatial application of an overlay, general policy, zone or subzone in the Code over an identified area.

Affected Area

- (d) A map or description of the Affected Area.

State Planning Policies

- (e) Identification of the relevant principles or objectives of the State Planning Policies and an assessment of the proposed Code Amendment's alignment with those State Planning Policies.

Regional Plan

- (f) Identification of relevant regional plans and assessment of how the matters or issues proposed to be addressed by the proposed Code Amendment will relate to the relevant regional plan.

Consultation

- (g) Evidence that the Private Proponent has undertaken preliminary consultation with the Chief Executive Officer of the relevant Council and/or with a relevant Joint Planning Board on the Proposal to Initiate and details of any matters raised on the Proposal to Initiate as a result. If consultation with the Chief Executive Officer of the relevant Council or with the relevant Joint Planning Board has not been undertaken by the Private Proponent, consultation will be undertaken by the Department.
- (h) Information regarding any consultation that has already occurred with respect to the proposed Code Amendment.
- (i) Details of further consultation proposed to be undertaken with respect to the proposed Code Amendment.

Investigations

- (j) Information regarding any investigations which have already been undertaken with respect to the proposed Code Amendment.
- (k) An outline of the further investigations that will be undertaken to support the proposed Code Amendment.
- (l) Details of any infrastructure required to support development arising through proposed Code Amendment and how the infrastructure will be provided.
- (m) Details of any infrastructure agreement (or agreements) or infrastructure scheme which will need to be established or entered into in connection with the proposed Code Amendment.

Timetable

- (n) An outline of the proposed timetable for each step of the Code Amendment process (ensuring that the process is completed within reasonable time limits), and a commitment from the Proponent (where it is also the Designated Entity) that it will take steps to update the timetable and seek approval from the Department if it appears that timeframes will not be met.

- (3) To initiate a Code Amendment which is intended to designate a place as a place of local heritage value, the Proponent must provide a report which:
- (a) includes a heritage datasheet for each proposed Local Heritage Place, which includes:
 - (i) all relevant property details and descriptions (including images);
 - (ii) historical background and thematic analysis;
 - (iii) a statement of heritage value;
 - (iv) an assessment against the Local Heritage Criteria; and
 - (v) the extent of listing (including any exclusions).
 - (b) includes an analysis of historic themes of importance to the area;
 - (c) is prepared by a heritage architect, historian or person with similar qualifications, skills or experience; and
 - (d) is otherwise prepared in accordance with any guidelines prepared and published by the Commission under section 67(2)(c) of the Act.
- (4) To initiate a Code Amendment which is intended to designate a tree (or stand of trees) as a significant tree (or trees), the Proponent must provide a report which:
- (a) includes relevant details and descriptions of the tree or stand of trees (including images as necessary).
 - (b) includes an assessment of the tree (or stand of trees) against the Significant Tree Criteria;
 - (c) is prepared by an urban planner, arborist or person with qualifications, skills or experience relevant to the assessment in the report.

8–Preparation of a draft Code Amendment (prior to consultation)

- (1) Where the Designated Entity is any party other than the Commission or the Chief Executive of the Department, then prior to consultation occurring on a draft Code Amendment, the Designated Entity must:
- (a) carry out investigations and obtain such information:
 - (i) as provided in the Proposal to Initiate approved by the Minister;
 - (ii) as required under any conditions imposed by the Minister under section 73(5)(b) of the Act; and
 - (iii) as specified by the Commission under sections 73(6)(e) or 73(6)(f) of the Act;
 - (b) provide the Department with:
 - (i) written instructions (in a form acceptable to the Department) that set out the intent of the proposed Code Amendment for the purposes of the Department writing the draft policy for inclusion in the draft Code Amendment; and

- (ii) mapping instructions or a description of the Affected Area (in a form acceptable to the Department) in order to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft Code Amendment;
 - (c) prepare the draft Code Amendment in accordance with the approved Proposal to Initiate and any conditions imposed by the Minister under section 73(5)(b) of the Act and the requirements of this Practice Direction;
 - (d) provide the Department with written instructions (in a form acceptable to the Department) to prepare the SA Planning Portal for consultation on the draft Code Amendment; and
 - (e) provide the Department with the engagement plan prepared (and approved, if required) under these Practice Directions, for the purpose of the Department publishing the engagement plan on the SA Planning Portal.
- (2) Where an engagement plan is amended by a Designated Entity during any period of consultation or at any time prior to finalisation of the engagement report under these Practice Directions, the Designated Entity will provide the Department with the engagement plan (as updated) for the purpose of the Department publishing the updated engagement plan on the SA Planning Portal.

9–Requirements for a draft Code Amendment

- (1) A draft Code Amendment must be supported by the following information:
 - (a) an explanation of the current code policy as it applies to the Affected Area (at the time of preparation of the draft Code Amendment);
 - (b) an explanation of the amendments to the Code policy proposed for the Affected Area;
 - (c) an assessment of the strategic planning outcomes intended to be achieved through the draft Code Amendment, including an analysis of the consistency of the draft Code Amendment with the relevant provisions of State Planning Policies, the Regional Plan and any other relevant strategic plans;
 - (d) a summary and explanation of the investigations undertaken and how these support the draft Code Amendment; and
 - (e) an explanation of any infrastructure or services required to support development facilitated by the proposed Code Amendment, and an explanation of how and when the infrastructure will be provided.

10–Objectors to local heritage listings

- (1) In the case of a Code Amendment that proposes to designate a place as a Local Heritage Place under section 67(1) of the Act, the Commission will give the owner of the land (if an objection was received) reasonable opportunity to make a submission to the Commission on the proposed designation.

11–Complying Changes to the Code

- (1) A request for the Minister to agree to a complying change to the Code under section 75 of the Act must be provided to the Department and must include the following information:

- (a) description of the relevant recommendations in the Regional Plan which relate to the proposed Code Amendment, including any specific maps or other specific information which clearly and expressly identify the changes relevant to the proposed Code Amendment;
- (b) a summary of any consultation which has occurred in accordance with the Charter in relation to the proposed Code Amendment or the relevant Regional Plan. This should include a copy of the engagement report prepared for the relevant Regional Plan and any additional consultation that has occurred for the proposed Code Amendment;
- (c) written instructions (in a form acceptable to the Department) that set out the intent of the proposed Code Amendment for the purposes of the Department writing the draft policy for inclusion in the draft Code Amendment; and
- (d) mapping instructions or a description of the Affected Area (in a form acceptable to the Department) in order to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft Code Amendment.

12–Early Commencement of a Code Amendment

- (1) A request for early commencement of a Code Amendment under section 78 of the Act must be provided to the Department and must include:
 - (a) explanation, justification and evidence as necessary to demonstrate how early commencement of the Code Amendment is:
 - (i) necessary in the interest of the orderly and proper development of an area of the state; and
 - (ii) required in order to counter applications for undesirable development (which should identify possible future development that would detract from or negate the object of the proposed Code Amendment) ahead of the outcome of consideration of the Code Amendment;
 - (b) written instructions (in a form acceptable to the Department) that set out the intent of the proposed Code Amendment for the purposes of the Department writing the draft policy for inclusion in the draft Code Amendment; and
 - (c) mapping instructions or a description of the Affected Area (in a form acceptable to the Department) in order to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft Code Amendment.

Practice Direction 2 *Preparation and Amendment of Designated Instruments* issued by the Commission on 1 April 2021 is revoked.

Issued by the State Planning Commission on 27 May 2021

Version 4:	Commences operation on 27 May 2021
Version 3:	Commences operation on 1 April 2021
Version 2:	Commenced operation on 28 November 2019
Version 1:	Commenced operation on 9 August 2018

Attachment B

Planning & Design Code Code Amendments

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

Code Amendment Process

Proponent prepares and submits Proposal to Initiate

*Note: Private Proponents must consult with **Council** prior to preparing the Proposal to Initiate*

Attorney-General's Department undertakes review to confirm required information is provided

Commission considers Proposal to Initiate and provides advice to **Minister**. This may include:

- conditions to be placed on an approval to initiate a Code Amendment
- the need for additional investigations which must be carried out, or additional information
 - specific persons or bodies that should be consulted on the Code Amendment
- requirement for further approval from the SPC or Minister prior to consultation commencing

Minister makes a decision on whether to approve Proposal to Initiate

*Note: For requests from private proponents or providers of essential infrastructure, **Minister** will advise whether the proponent will undertake the Code Amendment process or the CE of the **Department***

Proposal to Initiate approved

Proponent prepares an engagement plan in accordance with the Community Engagement Charter

Proponent undertakes detailed investigations as outlined in the Proposal to Initiate (and in accordance with any conditions of Minister's approval if applicable)

Proponent provides drafting and mapping instructions to the department

Note: Policies use the Code policy structure

Department will draft the policy required

Note: Department drafts policy but will not make any assessment as to the appropriateness of the policy

If required: **Proponent** obtains approval from **Minister** to commence consultation

Code Amendment Process

Proponent undertakes community engagement

If required: Early Commencement

Minister may put a proposed Code Amendment into effect when the draft Code Amendment is released for consultation, similar to former interim operation DPAs

e.g. heritage or hazard overlays and policy

Consultation ends

Proponent provides an Engagement Report to the **Minister** for a decision (may include consultation with the Commission). Report is published on the Portal

Department processes the Code Amendment including:

- Confirming information requirements have been met
- Assessing compliance of the engagement process (this may involve a referral to the **Commission**).
 - *If required: **Commission** can require proponent to undertake additional consultation*

Minister consults with the **Commission** and determines to:

- a) adopt the Code Amendment as proposed and as outlined in the Engagement Report;
- b) make alterations to the proposed Code Amendment and adopt the Code Amendment as altered;
- c) divide the Code Amendment into separate parts and adopt one or more of those parts; or
- d) determine that the Code Amendment should not proceed.

Code Amendment is approved and implemented

Code Amendment is referred to **Environment Resources & Development Committee** within 28 days of coming in to effect. ERDC resolves to:

- a) not object to the Code Amendment; or
- b) suggest amendments to the Code Amendment; or
- c) object to the Code Amendment.

Attachment C

Planning & Design Code Code Amendments

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au

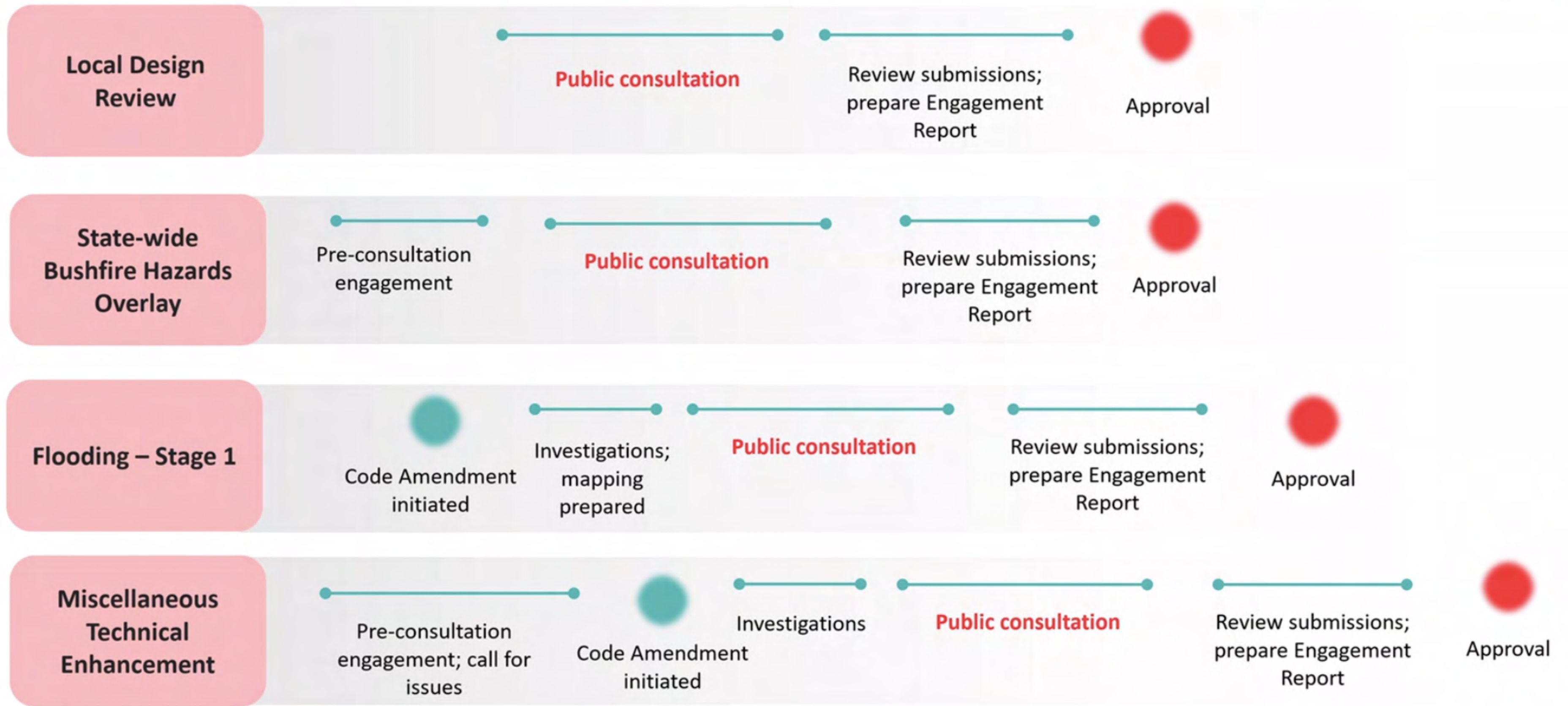


City of
**Norwood
Payneham
& St Peters**



State-wide Code Amendments – Draft Work Program

July	August	September	October	November	December	January	February
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Attachment D

Planning & Design Code Code Amendments

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

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Facsimile 8332 6338
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Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

17213288

1 July 2021

Level 5, 50 Flinders Street
Adelaide SA 5000GPO Box 1815
Adelaide SA 500108 7109 7466
saplanningcommission@sa.gov.au

Dear Sir / Madam,

Call for Issues on the Miscellaneous Technical Enhancement Code Amendment

The State Planning Commission will commence its inaugural review program of South Australia's Planning and Design Code in July 2021, with a focus on technical amendments to improve the general performance, interpretation and consistency of the Code, informed by experiences of planning practitioners, building industry participants and peak bodies during the initial period of its operation across the whole of South Australia.

To inform the scope of this amendment, the Commission is calling upon planning and development professionals to provide feedback on potential matters to be addressed through this amendment. At present, a range of matters have already been identified relating to Public Notification, changes to Assessment Pathways for common development types, the application of relevant policies for specified classes of development, and policy refinement to improve clarity and consistency of code policies and definitions.

Following this call for issues, the Department will finalise a draft Proposal to Initiate an Amendment to the Planning and Design Code in accordance with Section 73 of the *Planning, Development and Infrastructure Act, 2016* and the requirements of Practice Direction 2 - Preparation and Amendment of a Designated Instrument for the Commission's consideration.

The Commission will be welcoming feedback on potential matters to be addressed through this proposed amendment for a period of six weeks. As such, please provide any feedback by 5:00pm on 13 August 2021 either by email to saplanningcommission@sa.gov.au or by post to GPO Box 1815, Adelaide SA 5001.

Should you have any further queries about the Miscellaneous Technical Enhancement Code Amendment, please contact Leif Burdon (Senior Planning Officer, Attorney-General's Department – Planning Land Use Services) at Leif.Burdon@sa.gov.au or 7109 7063.

The Commission looks forward to collaborating with peak planning, local government and development industry groups, and referral bodies to deliver the technical amendment with the support of Attorney General's Department this year.

Yours sincerely



Craig Holden
Member

Attachment E

Planning & Design Code Code Amendments

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

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City of
**Norwood
Payneham
& St Peters**

**Miscellaneous Technical Enhancement Code Amendment
Requests and Suggested Improvements to the Code**

Policy Wording / Intent	Policy Gap	Tables / Technical / Procedural
<p><u>Established Neighbourhood Zone PO/DPF 7.1</u></p> <p>The wording of the PO anticipates boundary development, whereas the DPF anticipates boundary development only in some circumstances. It should be reworded to be clearer as to when and in what circumstances boundary development should occur</p>	<p><u>Privacy from ground level</u></p> <p>The Code is lacking policy addressing privacy from ground level dwellings which are raised above natural ground level or sit substantially higher than a neighbour's yard.</p>	<p><u>Urban Corridor Living Zone – Policies which apply to detached dwellings</u></p> <p>Table 3 only prescribes 'Low Rise' (up to two storey development) policies for detached dwellings so there aren't the correct policies applicable for 3 storey detached dwellings.</p>
<p><u>Design in Urban Areas DPF 23.5(b)</u></p> <p>The policy intends to ensure driveways are angled for safe and convenient vehicle access, however the wording is very confusing and difficult to apply.</p>	<p><u>Heat loading / energy efficiency policies</u></p> <p>Recommend additional policy(ies) regarding head loading, particularly light coloured roofs and materials</p>	<p><u>Dealing with Variations</u></p> <p>Greater clarification is required on how to process variations including:</p> <ul style="list-style-type: none"> • do variations require public notification? • what assessment pathway should variations follow? • what are the applicable policies; should the relevant authority refer to the policies applicable to the element(s) of the original application in Table 3? <p>Can the rules of interpretation provide some clarification?</p>
<p><u>Character Area Overlay / Historic Area Overlay Building heights</u></p> <p>The transition to the Code has resulted in inconsistencies in the way maximum building height has been articulated between different Historic and Character Area Statements (i.e. different policy wording used in the area statements, even when the same outcome is anticipated).</p>	<p><u>Car stacking / car parking policies</u></p> <p>Recommend additional policies regarding the use of car stackers in a development</p>	<p><u>Replacement Buildings in the Hazards (Flooding) General Overlay</u></p> <p>Replacement buildings are Deemed-to-Satisfy in many zones however there are no requirements in relation to Flooding-General Overlay. There could be FFL implications for these buildings so it is recommend that the Overlay policies are applied to Replacement Buildings in Table 2.</p>
<p><u>Housing Diversity Neighbourhood Zone – Detached Hammerhead Site Area</u></p> <p>The HDN zone TNV contains minimum site areas for a range of dwelling types but does not provide a separate site area for detached dwellings in a hammerhead configuration or clarify that any driveway handle is not included in the minimum site area. By contrast, the General Neighbourhood Zone does provide policy specific to hammerhead dwellings. Specifying a minimum site area for hammerhead dwellings ensure the allotment is practical and functional.</p>	<p><u>Land Stability policies</u></p> <p>Recommend additional policies regarding land stability, including when development should not occur due to land instability and development activities not causing land instability. This could be an overlay for known affected areas and/or general development policies which are not location specific.</p>	
<p><u>Design in Urban Areas DPF 22.1</u></p> <p>The policy requires a minimum percentage of the 'site' to be soft landscaping, however for multi dwelling sites it's not clear whether the minimum percentage of the <i>site</i> is calculated using the 'whole development site', 'site exclusive to each dwelling exclusive of common areas' or 'average site area'.</p>	<p><u>Urban Tree Canopy & Stormwater Management Overlay Application</u></p> <p>Urban Tree Canopy and Stormwater Management Overlays don't apply to mixed use zones or commercial zones, and don't apply to commercial developments. Recommend amendments to where and when these overlays apply and/or improve sustainability policies which apply to mixed use zones and commercial developments.</p>	
<p><u>Urban Corridor Living Zone PO 2.4</u></p> <p>The PO seeks buildings which provide separation in a way that complements the established character of the locality. The DPF allows dwellings to be 'boundary to boundary' for all levels, for the first 18m from the street. In many circumstances, boundary to boundary development at the street will not achieve 'separation between buildings in a way that complements the established character'. Therefore the DPF doesn't reflect the PO.</p>	<p><u>Site Coverage</u></p> <p>Recommend amending the site coverage policies so that a dwelling proposed <i>without</i> covered outdoor area has a reduced site coverage policy to allow for any future covered outdoor area to go up to the standard site coverage policy.</p>	
<p><u>Design in Urban Areas DPF 20.2</u></p> <p>The policy seeks a range of façade treatments to improve streetscape outcomes. The wording of the policy could be clearer, particularly in distinguishing between 'Building Wall' and 'Building Line'.</p>	<p><u>Representative Buildings should be identified in the Code</u></p> <p>Currently the only way of determining whether a property is a Representative Building is through a layer in SAPPa which is not easily found by members of the public. The Line of Enquiry tool in the Online Code should identify whether a property is a RB.</p> <p>The policies in the Historic Area Overlay should specifically refer to Representative Buildings to provide a clear purpose and role of these identified buildings.</p>	

**Miscellaneous Technical Enhancement Code Amendment
Requests and Suggested Improvements to the Code**

<p><u>Design in Urban Areas DPF 23.1</u></p> <p>The minimum internal garage dimensions (5.4m x 5.4m for double garage) are considered insufficient to cater for a typical range of car sizes and should be increased</p>	<p><u>Transport Access and Parking Table 3 – Off-Street Bicycle Parking Requirements</u></p> <p>The bicycle parking rates for RFB and residential component of a multi-storey building are only provided for City of Adelaide. This appears to mean there are no bicycle parking rates for these uses outside of CoA?</p>	
<p><u>Building Envelope Policy Non-Urban Corridor Zones</u></p> <p>The Building Envelope policy in Urban Corridor Zones was amended prior to implementation to allow a TNV to determine whether a 30° or 45° envelope applied, however the Building Envelope policy which is applied on other zones has remained at 45°. It is not considered appropriate for a more enabling policy to apply outside of the Urban Corridor Zones</p>		
<p><u>Urban Corridor Zones DPF 4.1 & 4.2</u></p> <p>The building envelope policy in Urban Corridor Zones was amended in the final version of the Code such that it now only applies to a boundary shared with a residential property in a residential zone. No prescriptive transitional policy applies where the development site is separated by a road or laneway, and most properties within NPSP's Urban Corridor zones are separated from residential properties by lanes or roads.</p> <p>The qualitative interface policy refers to 'primary corridor (i.e. a State Maintained Road)'. It is assumed that 'primary corridor' should be taken to be a State Maintained Road (in which case the policy would benefit from clarification) however now all Urban Corridor properties face a State Maintained Road.</p>		

Attachment F

Planning & Design Code Code Amendments

City of Norwood Payneham & St Peters
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City of
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City of
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Payneham
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NAME OF POLICY: Responding to Code Amendments and Code Amendment Requests

POLICY MANUAL: Governance

BACKGROUND

The *Planning and Design Code* (the Code) is a State-wide planning policy instrument, established under the *Planning Development and Infrastructure Act 2016* (the Act), which has replaced all council Development Plans across South Australia. The Code commenced operation in metropolitan Adelaide on 19 March 2021.

DISCUSSION

The preparation and maintenance of the Code is the responsibility of the State Planning Commission, however a number of designated entities can propose changes to the Code including:

- (a) the Commission acting on its own initiative or at the request of the Minister for Planning and Local Government; or
- (b) with the approval of the Minister, acting on the advice of the Commission—
 - (i) the Chief Executive of the Attorney-General's Department; or
 - (ii) another agency or instrumentality of the Crown; or
 - (iii) a joint planning board; or
 - (iv) a council; or
 - (v) a provider of essential infrastructure; or
 - (vi) an infrastructure scheme coordinator; or
 - (vii) a person who has an interest in land and who is seeking to alter the way in which the Planning and Design Code or a design standard affects that land (e.g. a land owner)

Changes to the Code are referred to as *Code Amendments* and can range from minor technical changes to a significant re-zoning or policy change which affects the development potential of a site or area. Due to the establishment of a single State-wide Code, some Code Amendments may have no impact on the City of Norwood Payneham & St Peters while other Code Amendments may impact on the City of Norwood Payneham & St Peters to varying degrees. For example, a change to policies which are used to assess development, or a proposed rezoning within the City of Norwood Payneham & St Peters. The extent of consultation associated with a Code Amendment will vary and as a result, the Council will not be directly notified of every Code Amendment. However, in respect to Code Amendments which have received final approval, the Environment Resources and Development Committee of Parliament must, in their review of the Code Amendment, consult with the relevant council(s) prior to providing any response to the Minister.

Although a landowner or infrastructure provider (a private party) can propose their own Code Amendment, they can also request the Attorney-General's Department to undertake a Code Amendment on their behalf. Section 73(9) of the Act also enables the Council to enter into an agreement with a person or entity for the recovery of costs incurred in relation to a Code Amendment.

This provides a private party with a third option of entering into a privately-funded Code Amendment arrangement with the Council. It is important to note that in these circumstances, the Council is the proponent undertaking the Code Amendment rather than the private party.

KEY PRINCIPLES

This Policy establishes a consistent and transparent process for dealing with requests for privately-funded Council Code Amendments and should the Council accept the request, the process of conducting and recovering costs for the Code Amendment. This Policy also seeks to provide a consistent and transparent process for dealing with a range of proposed third party Code Amendments. The level of response will be commensurate with the potential impact on the City of Norwood Payneham & St Peters.

POLICY

1. Introduction

- 1.1 Section 73(2) of the *Planning Development & Infrastructure Act 2016* (PDI Act) allows a range of designated entities to propose to amend a designated instrument including the *Planning and Design Code* (the Code).
- 1.2 Section 73(9) of the PDI Act allows the Council to enter into an agreement with a person for the recovery of costs incurred in relation to a Code Amendment
- 1.3 This Policy outlines the process which will be followed by the Council in determining how to respond to a request for a privately-funded Council Code Amendment, as well as the process for undertaking and recovering costs associated with the Code Amendment, should the Council determine to proceed. This Policy also outlines the process which will be followed by the Council in determining whether and how to respond to a proposed third party Code Amendment.
- 1.4 This Policy applies in addition to any other statutory requirements or process relating to Code Amendments which may apply, including but not limited to requirements outlined in:
 - 1.4.1 *Planning Development and Infrastructure Act 2016* (the Act).
 - 1.4.2 *Planning Development and Infrastructure (General) Regulations 2017* (the Regulations).
 - 1.4.3 Practice Direction 2 – Preparation and Amendment of Designated Instruments (Practice Direction).
 - 1.4.4 State Planning Commission – Community Engagement Charter.

2. Definitions & Interpretations

- 2.1 **'Applicant'** in this instance refers to the person or entity requesting that the Council enter into a privately-funded Code Amendment
- 2.2 **'private funder'** in this instance refers to the Applicant, if and when the Council has determined to proceed with the Code Amendment process
- 2.3 **'third party'** in this instance refers to a person or entity other than the City of Norwood Payneham & St Peters, including but not limited to the State Planning Commission, the Minister for Planning and Local Government, another council(s), a private land owner or developer, or other agency or entity
- 2.4 **'adjacent land'** in this instance refers to land which is abutting the Norwood Payneham & St Peters Local Government Area boundary or is separated only by a road, reserve or similar

PRIVATELY-FUNDED CODE AMENDMENTS

3. Requests to conduct a privately-funded Code Amendment

- 3.1 Requests for Council to undertake a privately-funded Code Amendment must be made in writing to the Chief Executive Officer. The request must include a Statement of Justification outlining the need for a privately-funded Code Amendment. This will include:
- 3.1.1 Identification of the land subject to the Code Amendment;
 - 3.1.2 Identification of the current ownership of the subject land, and if the applicant is not the owner, the applicant's relationship to the land;
 - 3.1.3 The outcomes being sought by the policy change proposed in the Code Amendment;
 - 3.1.4 The reasons why Council is being asked to undertake the Code Amendment;
 - 3.1.5 Analysis of the proposal against the Principles outlined in 4.1 below; and
 - 3.1.6 Acknowledgement of the requirement to enter into a Deed of Agreement prior to the commencement of investigations, and to fund the costs associated with the Code Amendment.
- 3.2 The Council may request the applicant to provide other information in addition to the Statement of Justification in support of the proposal.

4. Principles for considering a privately-funded Code Amendment

- 4.1 In determining whether or not the Council should enter into an agreement for a privately-funded Code Amendment, the Council will first consider the strategic merits of the intended Code change, including (but not limited to):
- 4.1.1 Whether the intent of the Code Amendment aligns with the relevant State Planning Policies, the relevant Regional Plan (including the current 30 Year Plan for Greater Adelaide in the absence of any Regional Plan established under the Act) and any relevant Subregional Plan, including whether the affected area has been spatially identified in the Regional Plan as appropriate for the intended change.
 - 4.1.2 Whether the intent of the Code Amendment aligns with the Council's strategic objectives and any other relevant Council strategies, plans, policies or design frameworks.
 - 4.1.3 Whether the proposed policy change has considerable social, economic and/or environmental impact or merit.
 - 4.1.4 Whether the proposed policy change will affect a broad or limited cross section of the community.
 - 4.1.5 Whether the existing *Planning and Design Code* policies unnecessarily restrict appropriate development on the site and/or are considered out of date and in need of review.
- 4.2 If the Council considers the intent of the Code Amendment demonstrates strategic merit in line with the above principles, the Council will then consider the resourcing and logistical implications of the intended Code Amendment, including (but not limited to):
- 4.2.1 The Council's capacity to undertake the Code Amendment including the required timing and administrative / management resources.
 - 4.2.2 The feasibility of the Applicant undertaking their own Code Amendment and any potential benefits or implications of the Council conducting the Code Amendment rather than the Applicant.
 - 4.2.3 Whether the Minister has previously considered the same or similar Code Amendment request and the outcome of that consideration.
 - 4.2.4 The level of potential risks to the Council in proceeding with the Code Amendment.

5. Consideration and management of requests

- 5.1 A decision to proceed with or reject a request to undertake a privately-funded Code Amendment will be the decision of the Council.
- 5.2 The Council is not required to consider undertaking a Code Amendment as requested by the proponent at all or in the form requested.
- 5.3 The reasons for proceeding with or rejecting a proposed privately-funded Code Amendment will be recorded and communicated with the Applicant.

6. Obligations of Council and the private funder

- 6.1 If the Council agrees to prepare the Code Amendment as requested by the Applicant and the Applicant agrees to enter into a Deed of Agreement and fund the costs associated with the Code Amendment, then:
 - 6.1.1 The Council becomes the proponent for the entirety of the Code Amendment process, and
 - 6.1.2 The Applicant becomes the private funder.
- 6.2 The Council will manage the Code Amendment process as outlined in Section 73 of the Act (subject to any alternative arrangements as agreed between the Council and the private funder on a case by case basis).
- 6.3 The Council maintains ultimate control of the Code Amendment process and reserves the right to cease proceeding with the Code Amendment at any stage without entitlement for the private funder to recover costs.
- 6.4 The Council does not and cannot give any assurances as to the outcome of the Code Amendment.
- 6.5 At all stages the Code Amendment documentation will declare the private funding arrangement.

7. Funding and Legal Arrangements

- 7.1 To facilitate the process and to detail the obligations of each party, the Council will require an agreement be entered into by the Council and the private funder before submitting the Code initiation documentation to the Minister. The Council will determine the form of the agreement, which may include the following terms and provisions:
 - 7.1.1 the roles of the parties, legal requirements and procedures, and project and financial management
 - 7.1.2 define in detail the nature of the Code Amendment including the area to be covered, the purpose of the Amendment and what the investigations will encompass
 - 7.1.3 that the Council maintains ultimate control of the Code Amendment process, in that key stages are presented to the Council for consideration and endorsement prior to proceeding with the next stage
 - 7.1.4 that the management of the process will be undertaken according to Council priorities, meeting schedules and timeframes
 - 7.1.5 that the Council may outsource part(s) of the process to a suitably qualified consultant engaged through the Council's procurement policy
 - 7.1.6 acknowledgement that ultimately the decision to approve or refuse the Code Amendment rests with the State Planning Commission and the Minister
 - 7.1.7 detail what may happen if the Code Amendment is either not approved, or approved with amendments that may not suit the private funder

- 7.1.8 the Code Amendment process will proceed at the expense of the private funder, including any legal costs associated with the process including drafting the legal agreement, legal review, legal proceedings or judicial review proceedings.

RESPONDING TO THIRD PARTY CODE AMENDMENTS

8. Code Amendments – Pre-consultation

- 8.1 In relation to a third party Code Amendment which has been initiated but not yet released for public consultation (e.g pre-consultation comment), any response may be provided by Council's staff.
- 8.2 Pursuant to Section 174(2) of the *Local Government Act 1999*, a person is entitled, on payment of a fee fixed by the council, to a copy of an entry made in the Council's assessment record. For the purposes of community consultation, the proponent of a Code Amendment may seek to obtain from the Council the names and addresses of owners of properties which may be affected by the proposed Code Amendment. The Council will endeavour to provide this information within a reasonable timeframe, for the required fee as published in the Council's *Fees and Charges* document.

9. Code Amendments – On consultation

- 9.1 In respect to a third party Code Amendment which is released for public consultation and which does not propose to amend the Code as it applies to the City of Norwood Payneham & St Peters and does not directly affect adjacent land, any formal submission response may be provided by the Council's staff.
- 9.2 In respect to a third party Code Amendment released for public consultation and which does not propose to amend the Code as it applies to the City of Norwood Payneham & St Peters but does directly affect adjacent land:
- 9.2.1 if, in the opinion of the *General Manager, Urban Planning & Environment* (or his/her delegate) the Code Amendment is unlikely to have a significant impact on the City of Norwood Payneham & St Peters (including but not limited to impacts on the environment or infrastructure) any formal submission response may be provided by Council staff and a copy of the response will be provided to Elected Members via the *Elected Members Weekly Communique*; or
- 9.2.2 if, in the opinion of the *General Manager, Urban Planning & Environment* (or his/her delegate) the Code Amendment is likely to have a significant impact on the City of Norwood Payneham & St Peters (including but not limited to impacts on the environment or infrastructure) a draft submission response will be prepared by Council staff and presented to the Council for consideration and endorsement unless the response is required within a timeframe which does not permit formal consideration by the Council, in which case a submission response will be provided by the Chief Executive Officer.
- 9.3 In respect to a third party Code Amendment which proposes to amend the Code as it applies to land within the City of Norwood Payneham & St Peters:
- 9.3.1 if, in the opinion of to the *General Manager, Urban Planning & Environment*, the proposed amendment is minor or technical and is unlikely to have an definitive change in development outcomes, any formal submission response may be provided by Council staff and a copy of the response will be provided to Elected Members via the *Elected Members Weekly Communique*; or
- 9.3.2 if, in the opinion of to the *General Manager, Urban Planning & Environment*, the proposed amendment could result in a definitive change in development outcomes, a draft response will be prepared and presented to the Council for consideration and endorsement unless the response is required within a timeframe which does not permit formal consideration by the Council, in which case a response will be provided by the Chief Executive Officer.

10. Code Amendments – Post consultation

- 10.1 In respect to a third party Code Amendment which has concluded consultation but is not yet in operation any response which is not otherwise governed by legislation or practice direction, may be provided by Council's staff, in line with any formal submission the Council may have made.
- 10.2 In respect to a third party Code Amendment which has been determined by the Minister for Planning and Local Government (either approved or refused) and for which the Council provided a formal submission during consultation, a summary of the process outcome will be provided to Elected Members via the *Elected Members Weekly Communique*.
- 10.3 In respect to a third party Code Amendment which has been approved by the Minister for Planning and Local Government and is the subject of a review of the Environment Resources and Development Committee (ERDC) of Parliament, any response to consultation by the ERDC may be provided by Council Staff.

REVIEW PROCESS

The Council will review this Policy within 2 years of the adoption date of the Policy.

INFORMATION

The contact officer for further information at the City of Norwood Payneham & St Peters is Council's Senior Urban Planner, telephone 8366 4561.

ADOPTION OF THE POLICY

This Policy was adopted by Council on.....

TO BE REVIEWED

11.6 EXECUTION OF COUNCIL SEAL – FUNDING DEED UNDER 2021-2022 STATE BICYCLE FUND

REPORT AUTHOR: Project Manager Assets and Manager, Traffic & Integrated Transport
GENERAL MANAGER: General Manager, Assets and General Manager, UPE
CONTACT NUMBER: 8366 4517
FILE REFERENCE: qA72172
ATTACHMENTS: A - B

PURPOSE OF REPORT

The purpose of this report is to seek the Council's approval to sign and seal two (2) copies of the one funding deed (*the Deed*) between the Council and the Minister for Infrastructure and Transport.

The Deed facilitates the Council's receipt of a grant from the State Bicycle Fund (*the Fund*), for

- widening, fencing and lighting of River Torrens Linear Park between Battams Road and Oaklands Avenue, Royston Park, including a new staircase incorporating a cycling wheeling ramp; and
- widening and lighting of 110m of River Torrens Linear park including a new shared path connection from Torrens Street (through Twelftree Reserve) and a new stair case with cyclist wheeling ramp.

Concept plans depicting the proposed works are contained in **Attachment A** and a copy of the Deed is contained in **Attachment B**.

BACKGROUND

1. Shared path between Battams Road and Oaklands Avenue, Royston Park (along the OBahn Bridge)

This 815 metre long section of path will abut the recently upgraded shared path east of Battams Road. This section of path is currently narrow and unlit, with poor connections to the external street network.

The proposed works include the widening of the path, installation of lighting, barrier fencing along the steep embankments, improved access to Bide Street, Tenth Avenue and Oaklands Avenue, and a new staircase incorporating a cyclist wheeling ramp for improved access over the river bridge.

2. Shared path in College Park, near Twelftree Reserve

The existing shared path in this location, terminates due to steep embankments and private land ownership at the bridge river crossing that directs cyclists into the Walkerville Local Government Area. Therefore, City-bound cyclists currently must either exit onto the busy road network (Richmond Street), or cross the River Torrens into the Walkerville Local Government Area to continue along the off-road path. The shared path approach to the bridge is narrow, has a steep downhill grade and meets the bridge at a sharp angle. Other access to the bridge is via a steep set of stairs.

The proposed works include the widening and lighting of 110 metres of the shared path on the approach to the bridge, including realignment to improve safety for all path users. It also includes a new shared path connection from Torrens Street (through Twelftree Reserve) and a new staircase with cyclist wheeling ramp.

The proposed upgrades to the path will improve physical and personal safety, as well as accessibility between the path and the adjacent street network.

The Department of Infrastructure and Transport and (DIT) has recently advised that the Council has been successful in receiving a grant via *the Fund*. *The Deed* which facilitates receipt of the funding is required to be signed and sealed by the Council (two copies).

FINANCIAL AND BUDGET IMPLICATIONS

As part of the 2021-2022 Budget, the Council has allocated \$590,000 for the construction of the shared path between Battams Road and Oaklands Avenue, Royston Park and \$135,000 for the construction of the shared path in College Park, near Twelftree Reserve. A total of \$725,000 has been allocated to the River Torrens Linear Park Shared Path in the 2021-2022 budget.

Grant funding of \$200,000 for the shared path between Battams Road and Oaklands Avenue, Royston Park and \$67,500 for the shared path in College Park, near Twelftree Reserve, has been awarded to the Council by DIT, making a total of \$267,500 in Grant funding.

It is a condition of the grant that the works are completed by 30 June 2022. The detailed design and documentation process has commenced and is expected to be completed in August, allowing consultation and construction to be completed within the required timeframe.

RECOMMENDATION

That the Mayor and Chief Executive Officer be and are hereby authorised to sign and seal the Funding Deed under the 2021-2022 State Bicycle Fund, for:

- Widening of the path and installation of fencing and lighting of River Torrens Linear Park between Battams Road and Oaklands Avenue, Royston Park, including a new staircase incorporating a cycling wheeling ramp; and
- widening of the path and installation of lighting along 110m of River Torrens Linear park including a new shared path connection from Torrens Street (through Twelftree Reserve) and a new stair case with cyclist wheeling ramp.

Attachments – Item 11.6

Attachment A

Execution of Council Seal Funding Deed Under 2021-2022 State Bicycle Fund

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

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City of
Norwood
Payneham
& St Peters



1. Shared Path between Battams Road and Oaklands Avenue, Royston Park

- = Current Footpath: Not in Scope
- = 3m Shared Path with Lighting
- = Shared Asset with Walkerville Council
- = Staircase Replacement with Lighting
- = Lighting Upgrade/Patching Only



2. Shared Path in College Park, near Twelftree Reserve

- = Current Footpath: Not in Scope
- = 3m Shared Path with new Lighting
- = Shared Asset with Walkerville Council
- = Staircase Replacement with new Lighting
- = New Path with Lighting

Attachment B

Execution of Council Seal Funding Deed Under 2021-2022 State Bicycle Fund

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City of
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Payneham
& St Peters

FUNDING DEED under **STATE BICYCLE FUND**

(Widening, fencing and lighting of River Torrens Linear Park between Battams Road and Oaklands Avenue, Royston Park. Includes a new staircase incorporating a cycling wheeling ramp; and

Widening and lighting of 110m of River Torrens Linear Park including a new shared path connection from Torrens Street (through Twelftree Reserve) and a new staircase with cyclist wheeling ramp)

Between

MINISTER FOR INFRASTRUCTURE AND TRANSPORT

(Minister)

And

THE COUNCIL NAMED IN THE SCHEDULE

(Council)

DEED dated the day of

PARTIES:

MINISTER FOR INFRASTRUCTURE AND TRANSPORT, a body corporate pursuant to the *Administrative Arrangements Act 1994*.....(**Minister**)

And

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

It is agreed:

1. FUNDING

- 1.1 Subject to this deed, the Minister will pay the Council up to the amount of money specified in the Schedule (**Funding**).
- 1.2 The Council must only use the Funding for the **Purpose** set out in clause 3 of the Schedule.
- 1.3 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 the Schedule.
- 1.4 The Funding is payable by way of a lump sum in accordance with the Schedule. During the Funding Period, the Council is entitled in accordance with the conditions set out in the Schedule to invoice the Minister for the payment of the Funding.
- 1.5 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.
- 1.6 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Minister, unless the Minister gives written approval for the Council to retain the money.
- 1.7 The Council must pay at least fifty per cent of the total cost of the works undertaken for the Purpose.

Unless otherwise agreed in writing with the Minister, if by the end of the Funding Period, the total cost of the works for the Purpose is less than double the amount of the grant (GST Exclusive) then in addition to repaying any unexpended Funding, the Council must repay to the Minister the difference between the amount of the Funding and a half of the actual cost of the works.

2. GST

- 2.1 In addition to any amounts payable by the Grantor as part of the Funding (**Base Payment**), the grantor must, if in relation to a Taxable Supply for which the grantor has received a Tax Invoice, pay to the Council an additional amount (**GST Payment**) calculated by multiplying the Base Payment by the rate at which GST is levied at the time of this deed.
- 2.2 The GST Payment is payable at the same time and subject to the same conditions as the Base Payment. "*Taxable supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999*.

3. ADMINISTRATION OF DEED

- 3.1 Any power or discretion exercisable by the Minister under this deed may be exercised by the person (**Minister's Representative**) for the time being in the position within the Department for Infrastructure and Transport (**Department**) set out in the Schedule.
- 3.2 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 the Schedule.

4. PROVISION OF FINANCIAL INFORMATION

- 4.1 The Council must provide the Minister with appropriate and regular information, records and reports as the Minister may request from time to time about:
- 4.1.1 the administration and financial affairs of the Council;
 - 4.1.2 the progress of and any change to the authorised scope of the Purpose;
 - 4.1.3 any significant changes to the nature and scope of the activities conducted by the Council;
 - 4.1.4 any other matter relevant to the granting of assistance;
 - 4.1.5 any other funding or financial assistance promised or received from any source other than the Minister;
 - 4.1.6 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
 - 4.1.7 the performance of the Council's undertakings and obligations under this deed.
- 4.2 The information provided by the Council must be sufficient for the Minister to make an informed judgement about:
- 4.2.1 the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - 4.2.2 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;
 - 4.2.3 the overall effectiveness of the Funding throughout the Funding Period;
 - 4.2.4 compliance with legislation and generally accepted accounting principles; and
 - 4.2.5 compliance with the Council's constitution and the conditions of this deed.
- 4.3 The Council must permit any officer authorised by the Minister:
- 4.3.1 to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
 - 4.3.2 to interview employees of the Council on matters pertaining to the operations of the Council.

5. OBLIGATIONS OF THE COUNCIL

The Council must:

- 5.1 ensure that any works undertaken towards the Purpose are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited;
(all bicycle facilities constructed must be planned, designed and constructed in accordance with Austroads guidelines and AS 1742.9 – Manual of uniform Traffic Control Devices Part 9: Bicycle Facilities);
- 5.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 5.3 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;
- 5.4 comply with its constitution;
- 5.5 comply with the reporting requirements set out in the Schedule;
- 5.6 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 Minister no later than one calendar month after the expiry of the Funding Period; and
- 5.7 where requested by the Minister, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

6. TERMINATION

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

7. **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.

8. **ACKNOWLEDGEMENTS**

The Council acknowledges that the Funding represents a one-off contribution by the Minister towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Minister.

The Minister is under no obligation to agree to pay any subsequent funding to the Council.

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

9. **INDEMNITY**

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Purpose and any Project and it releases and indemnifies the Minister, the Commissioner of Highways 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 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 of the works to carry out the Purpose and/or a Project or otherwise caused by any breach or default of the Council under this Agreement.

10. **AUDIT**

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

11. **ASSIGNMENT**

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

12. **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 Minister's consent.

13. **CONSENT**

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

14. **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.

15. **PROPER LAW**

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

16. **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.

17. **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.

18. **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:

- 18.1 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;
- 18.2 if sent by electronic mail, only in the event that the sender receives confirmation that the e-mail has been successfully transmitted to the correct e-mail address; or
- 18.3 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.

19. **PERFORMANCE AND FUTURE PROPOSALS**

The satisfactory completion of the works for the Purpose and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any future applications by the Council for funding under the State Bicycle Fund.

20. **WAIVER**

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.

21. **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 or the Purpose must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Minister to have regard to its merits.

22. 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.

23. 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).

24. PUBLIC DISCLOSURE

The Minister 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*.

25. ADDITIONAL CONDITIONS

The additional conditions set out in the Schedule (if any) form part of this deed.

EXECUTED as a DEED

THE COMMON SEAL of the)
MINISTER FOR INFRASTRUCTURE)
AND TRANSPORT)

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 THE SCHEDULE)

on:.....)
(Insert date above)

by:)
.....)
Chief Executive Officer)

.....)
(print name above)

and:)
.....)
Principal Member of Council)

(Affix Seal above)

.....)
(print name above)

SCHEDULE

1. THE COUNCIL

Legal Name: City of Norwood, Payneham and St Peters

Trading Name: City of Norwood, Payneham and St Peters

Site Address: 175 The Parade, NORWOOD, SA 5067

Postal Address: PO Box 204, KENT TOWN, SA 5071

ABN: 11 390 194 824

2. REPRESENTATIVES

Minister's Representative

Name: Mr Scott Cooper

Position: Director, Transport Project Planning

Address: Level 7, 77 Grenfell Street, ADELAIDE SA 5000

Telephone: 8343 2844

Fax: -

E-mail: scott.cooper@sa.gov.au

Council's Representative

Name: Mr Scott Dearman

Position: Project Manager, Assets

Address: 175 The Parade, NORWOOD, SA 5067

Telephone: 8366 4538

Fax: -

E-mail: sdearman@npsp.sa.gov.au

3. PURPOSE

The Funding is provided for the Purpose of the Council undertaking (within the Funding Period) the **Project** described below (and in the proposal and plans 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

Widening, fencing and lighting of River Torrens Linear Park between Battams Road and Oaklands Avenue, Royston Park. Includes a new staircase incorporating a cycling wheeling ramp (\$200,000)

Widening and lighting of 110m of River Torrens Linear Park including a new shared path connection from Torrens Street (through Twelftree Reserve) and a new staircase with cyclist wheeling ramp (\$67,500)

4. FUNDING PERIOD

Start Date: 01 July 2021

End Date: 30 June 2022

5. FUNDING

Amount (AUD): \$267,500 AUD (GST exclusive)

6. MANNER & CONDITIONS OF PAYMENT

Limit on payments

The Funding of \$267,500 (GST exclusive) is the maximum total amount the Minister may be liable to pay the Council under this deed.

Invoice

The Minister 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 Minister;
- (c) reflects the correct amount for payment under this deed; and
- (d) is a valid Tax Invoice in accordance with GST Law.

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Minister must pay the amount of a properly rendered invoice for the Funding within 30 days of receiving the Council's invoice.

1. **ADDITIONAL REPORTING REQUIREMENTS**

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	31 December 2021 and 31 March 2022 or 7 days from request.	<ul style="list-style-type: none"> • The progress of the Project and scheduling of works. • Updated Expenditure forecasts during the term of the funding period • The management of the Funding (i.e. break down of expenditure of the Funding). • Any changes to the authorised scope of the Project. • Any significant changes to the nature and scope of the activities conducted by the Council. • Any operational matters requested from time to time by the Minister for inclusion in the Project Report.
Financial Statements (As referred to in clause 5)	Within 30 days from the expiry of the Funding Period.	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.

8. **SPECIAL CONDITIONS****Alteration to DIT Roads or other Assets**

If the Project requires any traffic management, alteration to (or effect on) a road or other asset that is under the care, control and management of (or is otherwise the responsibility of) the Commissioner of Highways or is the responsibility of the Department for Infrastructure and Transport (**DIT**), the Council must seek the written approval of the appropriate DIT Regional Manager prior to commencing any work.

Traffic Control Devices

The installation of Traffic Control Devices must comply with the requirements outlined in the Manual of Legal Responsibilities and Technical Requirements for Traffic Control devices – Part 2 – Code of Technical Requirement – February 2012.

11.7 NORWOOD TENNIS CLUB INC – EXECUTION OF LEASE

REPORT AUTHOR: Manager, Governance, Legal & Property
GENERAL MANAGER: General Manager, Governance & Community Affairs
CONTACT NUMBER: 8366 4507
FILE REFERENCE: qA2036
ATTACHMENTS: A

PURPOSE OF REPORT

The purpose of this report is to present the Lease Agreement between the Council and the Norwood Tennis Club Inc for the Buttery Reserve Tennis Courts to the Council for its approval for execution.

BACKGROUND

As Elected Members will recall, the redevelopment of the Buttery Reserve Tennis Courts has recently been completed. Following the completion of these works, it was the intention of the Council to enter into a new Lease Agreement with the Norwood Tennis Club Inc ('the Club'). Until this occurred, the Council and the Club agreed to enter into an Agreement to Lease, to formalise the proposed arrangements between the parties.

The Council last considered the proposed lease arrangements between the Council and the Norwood Tennis Club Inc at its meeting held on 2 March 2020 and resolved the following:

2. *That the Council agrees to enter into the draft Agreement to Lease with the Norwood Tennis Club Inc as contained in Attachment A, and authorises the Chief Executive Officer to make any minor amendments required to finalise this document.*
3. *That the Council endorses the draft Agreement to Lease as set out in point 2 above, for the purpose of community consultation in accordance with Section 202(2) of the Local Government Act 1999.*

Community consultation on the draft Agreement to Lease was conducted from Wednesday 11 March to Friday 3 April 2020 and no responses were received.

The Agreement to Lease was subsequently executed by the Council and the Club on 29 September 2020.

Since that time, the redevelopment of the Buttery Reserve Tennis Courts has been completed, including reconstruction of the four (4) tennis courts, new court lighting and fencing, and landscaping of the entrance area from Portrush Road, with practical completion achieved on 18 June 2021.

As such, clause 4.1.5 of the Agreement to Lease between the Council and the Club has now been satisfied and the Council and the Club can proceed to enter into the final Lease Agreement.

The Lease Agreement provides for a Lease of the Tennis Courts and Clubrooms to the Club for a term of twenty (20) years commencing on 1 July 2021 and expiring on 30 June 2041. The Lease also provides for repayment of the Club's contribution to the court upgrade works on an annual basis over the Lease term. The Lease has been finalised and signed by the Club and can now be executed by the Council.

A copy of the Lease Agreement is contained within **Attachment A**.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

Not Applicable.

FINANCIAL AND BUDGET IMPLICATIONS

Pursuant to the terms of the Lease, the Club is required to pay the Council the 'Lessee's Contribution' by way of annual repayments over the 20-year Lease term, subject to a fixed review of 2% per annum. The Contribution comprises 50% of the costs paid by the Council for the upgrade works to the courts, less the grant funding received for the project. Grant funding of \$450,000 was received towards the project from the State Government.

Following completion of the project, the total cost of the court upgrade works was \$508,735.20 (GST exclusive). This was a reduction from the initial estimated cost of the court upgrade works (which includes new courts, new fencing and lighting) at \$695,700 (GST exclusive). The total project costs (including the court upgrade works and upgrades to the entrance and common areas, new paving and landscaping) also saw a reduction from the total budget estimate of \$1,010,000.00 to an actual cost of \$786,294.70.

Due to the reduction in the total project cost and the provision of the grant funding on a 50/50 contribution basis, clarification is being sought regarding acquittal of the grant funding which has been received by the Council. The final contribution required to be paid by the Club under the Lease will be finalised once this is confirmed. Based upon application of the full \$450,000 in grant funding, the Club's final contribution to the court upgrade works is estimated to be \$21,323.85 (GST exclusive). This is a significant reduction from the initial estimated contribution of the Club at \$127,000 (GST exclusive).

COVID-19 IMPLICATIONS

Not Applicable.

RECOMMENDATION

That the Mayor and Chief Executive Officer be authorised to sign and seal the Lease Agreement between the Council and the Norwood Tennis Club Inc as contained in **Attachment A**, and the Chief Executive Officer be authorised to make any amendments required to finalise the Lease in a form suitable for execution.

Attachments – Item 11.7

Attachment A

Norwood Tennis Club Inc Execution of Lease

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

TENNIS FACILITIES LEASE

Premises

Buttery Sportsground Tennis Courts

Lessee

Norwood Tennis Club Inc

Commencement Date

1 July 2021

Expiry Date

30 June 2041

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

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SCHEDULE

Item 1 Premises	The portion of the Land delineated in red on the plan attached as Annexure A
Item 2 Land	The whole of the land in Certificates of Title Volume 5872 Folios 151, 152 and 153 and comprising Allotments 51, 52 and 53 in Deposited Plan 58030
Item 3 Initial Term	Twenty (20) years commencing on 1 July 2021 (Commencement Date) and expiring at midnight on 30 June 2041
Item 4 Renewal(s)	Not Applicable.
Item 5 Rent	One Dollar (\$1.00) per annum (exclusive of GST) payable on demand on the Payment Date.
Item 6 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land.
Item 7 Permitted Use	Playing and practising of tennis and associated activities
Item 8 Public Risk Insurance	Twenty Million Dollars (\$20,000,000.00)
Item 9 Special Conditions	The terms and conditions (if any) set out in Annexure C are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in the body of this Lease, then the Special Conditions will prevail.

DATE**PARTIES**

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS of 175 The Parade, Norwood SA 5067 (**Council**)

AND

NORWOOD TENNIS CLUB INC of 259 Portrush Road, Norwood SA 5068 (**Lessee**)

BACKGROUND

- A. The Council is the registered proprietor of or has the care, control and management of the Land.
- B. The Lessee has requested a lease to use the Premises for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the Local Government Act 1999.
- D. The Council and Lessee wish to record the terms of their agreement in this Lease.

AND THE PARTIES AGREE as follows:

1. ACKNOWLEDGEMENT OF BACKGROUND

The preceding statements are accurate and form part of this Lease.

2. DEFINED TERMS AND INTERPRETATION**2.1 Defined Terms**

In this Lease:

Agreed Consideration means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 17).

Building means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

Building Services includes all services (including gas, electricity, water, sewerage, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the

Building or any premises in or on the Land supplied by any authority, the Council or any other person the Council authorises.

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

Commencement Date means the commencement date of the Initial Term described in Item 3.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

Council means the party described as 'Council' in this Lease and, where the context permits, includes the employees, contractors, managers, agents and other invitees of the Council.

Council's Contribution means contribution by the Council of 50% of the cost paid by the Council less the Grant Funding for the Upgrade Works, as set out in Annexure B.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and made available for use by the Lessee.

Default Rate means the rate which is two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by National Australia Bank on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

Grant Funding means the grant funding received by the Council from the Office for Recreation, Sport and Racing in the amount of Four Hundred and Fifty Thousand Dollars (\$450,000.00) (GST exclusive).

GST has the same meaning as given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means ten per centum (10%) or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

Initial Term means the initial term of this Lease commencing on the Commencement Date described in Item 3.

Institute means the South Australian Division of the Australian Property Institute.

Land means the land described in Item 2 and includes any part of the Land.

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Lessee means the party described as 'Lessee' in this Lease and, where the context permits, includes the employees, contractors, agents, customers and other invitees of the Lessee.

Lessee's Contribution means contribution by the Lessee of 50% of the cost paid by the Council less the Grant Funding for the Upgrade Works, as set out in Annexure B.

Lessee's Equipment means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Premises by the Lessee.

Lessee's Share means the proportion the lettable floor area of the Premises bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such Premises by the guidelines issued by the Institute current as at the Commencement Date or such other Institute method of measurement as the Council notifies the Lessee.

Outgoings means the outgoings described in Item 6.

Payment Date means the Commencement Date and the first day of each year during the Term.

Permitted Use means the use described in Item 7.

Premises means the premises described in Item 1 including the tennis courts, clubrooms building and all other improvements on the Premises and the Council's Equipment and, where the context permits, includes any part of the Premises.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy and, subject to the Act, land tax (on a single holding basis).

Repair and Maintenance Schedule means the schedule of repair and maintenance responsibilities attached as Annexure D.

Renewal Term means the term (if any) of renewal or extension in Item 4.

Rent means the amount described in Item 5.

Special Conditions means the special conditions to this Lease described in Item 9.

Statutory Authorities means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

Term means the Initial Term, the Renewal Term and any period during which the Lessee holds over or remains in occupation of the Premises.

Upgrade Works means the works to upgrade the existing facility at the Premises and comprises:

- a) reconstruction of four (4) tennis courts including surfacing, line-marking and installation of posts and nets; and
- b) provision and installation of LED court lighting, perimeter fencing and a new DDA accessible ramp,

and excludes landscaping, paving, and installation of a new picnic setting and drink fountain in the entrance area from Portrush Road.

Yearly Amounts means the aggregate of the Rent, Outgoings and any other moneys payable by the Lessee during the Term.

2.2 Interpretation

Unless the contrary intention appears:

- 2.2.1 a reference to this Lease is a reference to this document;
- 2.2.2 words beginning with capital letters are defined in clause 2.1;
- 2.2.3 a reference to a clause is a reference to a clause in this Lease;
- 2.2.4 a reference to an Item is a reference to an item in the Schedule;
- 2.2.5 a reference to the Schedule is a reference to the schedule of this Lease;
- 2.2.6 a reference to an Annexure is a reference to an annexure to this Lease.
- 2.2.7 headings are for convenience only and do not affect interpretation;
- 2.2.8 the singular includes the plural and vice versa;
- 2.2.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 2.2.10 a reference to any party in this Lease or any other document or arrangement referred to in this Lease includes that party's executors, administrators, substitutes, successors and assigns;
- 2.2.11 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 2.2.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it and all by-laws, regulations and rules issued under it;
- 2.2.13 a reference in this Lease to the Council's approval or consent is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 2.2.14 'including' and similar expressions are not and must not be treated as words of limitation;
- 2.2.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886* will apply and be implied in this Lease unless they are expressly or impliedly excluded or modified; and
- 2.2.16 any Special Condition in Item 9 will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those Special Conditions will prevail.

3. RETAIL AND COMMERCIAL LEASES ACT

- 3.1 If the Act applies to this Lease, then this Lease will be read and interpreted subject to the provisions of the Act and, to the extent to which there is any inconsistency with the provisions of the Act, those provisions of the Act will override the terms of this Lease.
- 3.2 Any right, power or remedy of the Council or obligation or liability of the Lessee that is affected by the Act (if applicable) shall be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act.

4. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this Lease.

5. RENT

5.1 Payment of Rent

The Lessee must pay the Rent in accordance with Item 5.

5.2 Instalment

If a rent instalment period is less than one (1) month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

6. RATES, TAXES AND OUTGOINGS

6.1 Liability for Rates and Taxes

- 6.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 6.1.2 The Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or earlier termination date of this Lease.

6.2 Payment of Outgoings

- 6.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 6.2.2 The Outgoings shall be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this Lease.

6.3 Lessee's Proportion

If any of the Rates and Taxes or Outgoings are not separately assessed or charged in respect of the Premises, then the Lessee must pay the Lessee's Share of any such Rates and Taxes or Outgoings assessed or charged in respect of the Premises.

6.4 Power and Other Utilities

- 6.4.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, lights and other utilities and the consumption of electricity, gas,

water and any and all other services and utilities supplied to or used from the Premises.

- 6.4.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Premises, then the Lessee must, if required by the Council, install the necessary meters at its own cost.
- 6.4.3 Without limiting the generality of this clause 6.4, the Lessee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

7. USE OF PREMISES

7.1 Permitted Use

The Lessee must use the Premises only for the Permitted Use as identified in Item 7 and must not use or allow the Premises to be used for any other use (without the Council's prior written consent).

7.2 Offensive Activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance either:

- 7.2.1 for the Council; or
- 7.2.2 for the owners or occupiers of any adjoining property; and
- 7.2.3 must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

7.3 Use of Facilities

- 7.3.1 The Lessee will ensure that the Building Services are used carefully and responsibly for their intended purposes and in accordance with any directions and instructions that may be given by the Council from time to time.
- 7.3.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

7.4 Statutory Requirements

The Lessee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012* (SA) and Regulations) and reasonable directives of the Council relating to:

- 7.4.1 the Lessee's use and occupation of the Premises; and
- 7.4.2 the nature of the Permitted Use conducted on the Premises by the Lessee.

7.5 Alcohol and Gaming

- 7.5.1 Unless the Lessee first obtains the written consent of the Council, the Lessee must not apply for:
 - (a) a liquor licence under the *Liquor Licensing Act 1997*; or

- (b) a gaming machine licence under the *Gaming Machines Act 1992*.
- (c) If the Lessee obtains a licence (or licences) under this clause, the Lessee must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to (or fail to):
- (d) do anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence;
- (e) do anything that may result in the relevant licence being revoked or suspended;
- (f) assign the licence;
- (g) apply to remove the licence;
- (h) allow a licence to be granted to another person in respect of the Premises or any part of the Premises; or
- (i) apply to vary or revoke any conditions of the licence.

7.5.2 At or before the expiry or early termination of this Lease, the Lessee must:

- (a) give any notices the Council requires to renew or assign the licence;
- (b) allow those notices to be affixed as and for the period required by the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* as the case may be;
- (c) assign the licence to the Council or the Council's nominees if required to do so by the Council; and
- (d) do anything else that may be required to affect the renewal or assignment of the licence.

7.6 Signs

The Lessee must not place any signs or advertisements on the outside (or inside if they can be seen from outside) of the Premises, except a sign or signs which are approved in writing by the Council and comply with any relevant Statutory Requirements.

7.7 Dangerous Equipment and Installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use.

7.8 Fire Precautions

The Lessee must, at its own cost:

- 7.8.1 comply with all Statutory Requirements and directives of the Council relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee's particular use of the Premises;

- 7.8.2 comply with any requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures;
- 7.8.3 without limiting clauses 7.8.1 and 7.8.2, the Lessee will undertake testing and maintenance of the fire safety equipment;
- 7.8.4 upon inspection if testing and maintenance has not been attended to, allow Council, its employees, contractors, agents and other invitees of the Council prompt entry to enable such maintenance and testing to be undertaken; and
- 7.8.5 agree that Council will charge the Lessee a reasonable charge to provide such.

7.9 Notice of Defect

The Lessee must:

- 7.9.1 give the Council prompt notice of any circumstance or event which the Lessee should reasonably be aware might cause danger, risk or hazard to the Premises or to any person in the Premises; and
- 7.9.2 if required by the Council, promptly rectify any defect or want of repair to make the Premises safe from danger, risk or hazard.

7.10 Security

The Lessee must keep the Premises securely locked at all times when the Premises are not occupied and must provide a key to the Premises to the Council (or if the Council has engaged a manager, then to the manager) to be used only in the case of emergencies for the purpose of safety and preservation of the Premises.

7.11 No Warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

8. INSURANCE

8.1 Lessee must Insure

The Lessee must keep current during the Term:

- 8.1.1 public risk insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim;
- 8.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value;
- 8.1.3 plate glass insurance if requested by Council against usual risks; and
- 8.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires for at least the amounts that Council reasonably requires.

8.2 Requirements for Policies

Each policy the Lessee takes out under this clause 8 must:

- 8.2.1 be with an insurer and on terms reasonably approved by the Council;
- 8.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 8.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 8.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

8.3 Evidence of Insurance

The Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 8. During the Term the Lessee must:

- 8.3.1 pay each premium before it is due for payment;
- 8.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 8.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 8.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

8.4 Insurance Affected

- 8.4.1 The Lessee must not do anything which may:
 - (a) prejudice any insurance of the Premises or the Building; or
 - (b) increase the premium for that insurance.
- 8.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

9. REPAIR AND MAINTENANCE

9.1 Repair

- 9.1.1 The Lessee must keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Building Services situated within the Premises and which exclusively services the Premises in good repair and in accordance with the Repair and Maintenance Schedule.
- 9.1.2 If the Council requires the Lessee to do so, the Lessee must promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.

9.2 Maintain and Replace

The Lessee must maintain, repair or replace items in or attached to the Premises which are damaged or worn with items of the same or similar quality to those in use

when they were last replaced with the Council's approval or, if they have not been so replaced, to those in use at the Commencement Date.

9.3 Alterations by Lessee

The Lessee must not carry out any alterations or additions to the Premises without Council's consent and the Council may impose any conditions it considers necessary if it gives its approval including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.

9.4 Structural Work

Despite any other provision of this clause 9.4, the Lessee is not required to carry out any structural work to the Premises or the Building unless that work is requested by Council and is required as a result of:

- 9.4.1 the Lessee's use or occupation of the Premises;
- 9.4.2 the nature of the business conducted on the Premises by the Lessee; and
- 9.4.3 any deliberate or negligent act or omission of the Lessee.

9.5 Cleaning

The Lessee must:

- 9.5.1 keep the Premises clean and tidy;
- 9.5.2 keep the Premises free of vermin, insects and other pests; and
- 9.5.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

10. TRANSFERRING, HIRING OUT AND SUBLETTING

The Lessee must not transfer or assign this Lease, or hire out or sublet the Premises or otherwise part with possession without the Council's prior written consent.

10.1 Charging

The Lessee must not charge the Lessee interest in this Lease or the Lessee's Equipment without the Council's written consent and if the Council consents to a charge on the Lessee's Equipment then the Lessee must enter into a deed in a form required by the Council that ensures the charge is subject to the Council's rights under this Lease.

10.2 Deemed Assignment

If the Lessee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of twenty per centum (20%) or more of the voting shares in the corporation or any change in the effective control of the corporation or association will be deemed to be an assignment of the Premises requiring the consent of Council under this Lease.

10.3 Costs

The Lessee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing including in considering whether or not to grant any consent to a request by the Lessee under this clause 10.

11. COUNCIL'S OBLIGATIONS AND RIGHTS

11.1 Quiet Enjoyment

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this Lease, the Lessee may occupy the Premises during the Term without interference from the Council.

11.2 Right to Enter

The Council may (except in the case of emergency when no notice will be required) enter the Premises after giving the Lessee reasonable notice:

- 11.2.1 to see the state of repair of the Premises;
- 11.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 11.2.3 to do anything the Council must or may do under this Lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 11.2.4 to show prospective lessees through the Premises.

11.3 Emergencies

In an emergency the Council may:

- 11.3.1 close the Premises or Building; and
- 11.3.2 prevent the Lessee from entering the Premises or Building.

11.4 Works and Restrictions

11.4.1 The Council may:

- (a) install, use, maintain, repair, alter and interrupt Building Services;
- (b) carry out works on the Premises and/or the Building (including extensions, renovations and refurbishment).; and
- (c) close (temporarily or permanently) and restrict access to the Common Areas.

11.4.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises.

11.5 Right to Rectify

Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

12. DAMAGE OR DESTRUCTION

12.1 Termination for Destruction or Damage

- 12.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- (a) terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - (b) advising the Lessee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Lessee can occupy and use the Premises.
- 12.1.2 If the Council gives a notice under clause 12.1.1(b) but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end this Lease if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 12.1.3 If the Council does not comply with clause 12.1.1 or with the Lessee's notice under clause 12.1.2, the Lessee may end this Lease by giving the Council not less than one (1) month's notice.

12.2 Reduction or Abatement of Rent

- 12.2.1 The Yearly Amounts to be paid by the Lessee will, during the period the Premises are unfit or inaccessible, be reduced unless:
- (a) the Premises are unfit or inaccessible; or
 - (b) an insurer refuses to pay a claim,
- as a result of a deliberate or negligent act or omission of the Lessee.
- 12.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.
- 12.2.3 If the level of the reduction (if any) cannot be agreed, it must be determined by a qualified licensed valuer with a minimum of five (5) years experience.

13. RENEWAL

- 13.1 If a right of renewal has been granted to the Lessee as described in Item 4 and the Lessee wishes to exercise that right of renewal, then the Lessee must serve a written notice on the Council not less than six (6) and not more than twelve (12) months before the expiry of the Initial Term stating it requires a renewal of this Lease.
- 13.2 The Lessee will not be entitled to a right of renewal if:
- 13.2.1 the Lessee has been in breach of this Lease at any time before giving notice of the Lessee's exercise of the right of renewal;
 - 13.2.2 the Lessee is in breach of this Lease at the time of giving that notice; or

- 13.2.3 the Lessee is in breach or commits a breach of this Lease after giving notice but before commencement of the Renewal Term.

14. RIGHTS AND OBLIGATIONS ON EXPIRY

14.1 Expiry

This Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease.

14.2 Handover of Possession

Before this Lease comes to an end, the Lessee will:

- 14.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 14.2.2 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the Lessee, whether those alterations and additions were authorised by the Council or not;
- 14.2.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Lessee to the standard as at the Commencement Date;
- 14.2.4 complete any repairs which the Lessee is obliged to carry out under this Lease; and
- 14.2.5 should this not occur, the Council may at its discretion undertake the works and charge the Lessee.

14.3 Abandoned Goods

If, when this Lease comes to an end the Lessee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods subject to and in accordance with the requirements of the Act.

14.4 Holding Over

If, with the Council's consent the Lessee continues to occupy the Premises after the end of this Lease, the Lessee does so as a monthly tenant which:

- 14.4.1 either party may terminate on one (1) month's notice given at any time; and
- 14.4.2 is on the same terms as this Lease.

15. BREACH

15.1 Payment Obligations

- 15.1.1 The Lessee must make payments due under this Lease:
- (a) without demand (unless this Lease provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;

- (c) to the Council or as the Council directs; and
- (d) by direct debit or such other means as directed by the Council.

15.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment on demand.

15.2 Set Off

The Council may, by notice to the Lessee, set off against any amount due and payable under this Lease by the Council to the Lessee, any amount due and payable by the Lessee to the Council under this Lease or under any other agreement or arrangement.

15.3 Council's Rights on Breach

15.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease and the Lessee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Premises without notice and do all things necessary to remedy that breach.

15.3.2 The Lessee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

15.4 Default, Breach and Re-Entry

In the event that:

15.4.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);

15.4.2 the Lessee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Lease;

15.4.3 in the case of a Lessee being a company or association:

- (a) a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;
- (b) any person appoints an administrator of the Lessee;
- (c) an application is made to any court to wind up the Lessee;
- (d) an application is made pursuant to section 411 of the Corporations Act;
- (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
- (f) the Lessee is deregistered or dissolved;

15.4.4 in the case of a Lessee being a natural person:

- (a) the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;
- (b) a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
- (c) the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
- (d) the Lessee signs an authority under section 188 of the *Bankruptcy Act 1966*;
- (e) the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966* and that debt agreement proposal is accepted by the Lessee's creditors;
- (f) the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Lessee is convicted of an indictable offence (other than a traffic offence);

15.4.5 execution is levied against the Lessee and not discharged within thirty (30) days;

15.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;

15.4.7 the Premises are left unoccupied for one (1) month or more without the Council's consent,

then despite any other clause of this Lease, the Council at any time has the right to terminate the Lease and re-enter and repossess the Premises without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease.

15.5 Rights of Council not Limited

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 15.

15.6 Landlord and Tenant Act

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council. No period of notices is required for the non-payment of Rent.

15.7 Repudiation and Damages

- 15.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:
- (a) the obligation to pay Rent;
 - (b) the obligation to pay Outgoings;
 - (c) the obligations and prohibitions in relation to use of the Premises;
 - (d) the obligations and restrictions in relation to additions and alterations to the Premises; and
 - (e) the restriction on assignment, subletting, mortgaging and licensing.
- 15.7.2 If the Council accepts payment of Rent or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.
- 15.7.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may at any time thereafter rescind this Lease by accepting that repudiation.
- 15.7.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including Rent and other moneys which the Council would otherwise have received under this Lease for the balance of the Term had the Lessee not breached an essential term or repudiated this Lease. In those circumstances, the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to lease the Premises at a reasonable rent and on reasonable terms.
- 15.7.5 The rights of the Council under this clause 15.7 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

15.8 Interest on Overdue Amounts

If the Lessee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

16. INDEMNITY AND RELEASE

16.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

16.2 Indemnity

The Lessee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

- 16.2.1 any act or omission of the Lessee;
- 16.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
- 16.2.3 any fire on or from the Premises;
- 16.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Premises by the Lessee or otherwise relating to the Premises;
- 16.2.5 a breach of this Lease by the Lessee; or
- 16.2.6 the Lessee's use or occupation of the Premises.

16.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building, except to the extent that they are caused by the Council's negligence.

16.4 Indemnities are Independent

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends.

17. GOODS AND SERVICES TAX

- 17.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Lease or any goods, services or other things supplied under this Lease then:
 - 17.1.1 the Agreed Consideration for that supply is exclusive of GST;
 - 17.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and
 - 17.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.
- 17.2 Where the Agreed Consideration is to be increased to account for GST under this clause 17, the Council shall on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 17.3 If the Lessee does not comply with its obligations under this Lease or with its obligations under the GST Legislation in connection with this Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the

Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

18. GENERAL

18.1 Costs

The Lessee must, on request, pay or reimburse to the Council:

- 18.1.1 one half of all other preparatory costs incurred by the Council. For the purposes of this sub-clause, 'preparatory costs' has the meaning described in the Act, namely, legal and other expenses incurred by the Council in connection with the preparation, negotiation, stamping and registration of this Lease including the costs of attendances on the Lessee by the Council or a solicitor acting for the Council;
- 18.1.2 all costs including legal and other expenses incurred by the Council in connection with the preparation, negotiation, revision, execution and registration of any extension of this Lease; and
- 18.1.3 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

18.2 Waiver

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Lease.

18.3 Notice

- 18.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:
 - (a) in the case of the Lessee, if left at the Premises or if the Lessee has vacated the Premises, then if posted by pre-paid post to the last known address of the Lessee;
 - (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).
- 18.3.2 Notice served by pre-paid post will be deemed to have been given or served three (3) Business Days after posting.

18.4 Severance

If any part of this Lease is found to be invalid or void or unenforceable, then that part will be severed from this Lease and the remainder of this Lease will continue to apply.

18.5 Entire Agreement

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings other than those contained in this Lease, were made or given or relied upon and any previous agreements are null and void and have been superseded by this Lease.

18.6 Resumption

If the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Lease by giving not less than three (3) months' written notice to the Lessee. When such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

EXECUTED as an AGREEMENT

COUNCIL

**THE COMMON SEAL of THE CORPORATION OF
THE CITY OF NORWOOD PAYNEHAM & ST PETERS**
was affixed here in the presence of:

.....

Signature of Mayor

.....

Signature of Chief Executive Officer

LESSEE

EXECUTED on behalf of **NORWOOD
TENNIS CLUB INC** by:

.....

Signature of Authorised Signatory

.....

Signature of Authorised Signatory

.....

Print Name

.....

Print Name

.....

Position

.....

Position

in the presence of:

.....

Name of Witness

.....

Signature of Witness

.....

Address of Witness

.....

Telephone number of Witness

ANNEXURE A
PLAN OF PREMISES



Buttery Reserve Norwood Tennis Club Lease Area



- ① Norwood Tennis Clubroom
 - ② Australasian Porcelain Art Teachers SA Inc.
 - ③ Norwood Croquet Clubroom
- Leased Premises

Scale: 1:500@A3 0 5 10m

ANNEXURE B

SUMMARY OF COSTS, FUNDS & CONTRIBUTIONS TO UPGRADE WORKS

	Upgrade Works	Contract Variations	Totals
Costs	\$466,424.40	\$42,310.80	\$508,735.20
Funds			
Grant Funding	\$450,000	-	\$450,000
Council's Contribution	\$8,212.20	\$29,199.15	\$37,411.35
Lessee's Contribution	\$8,212.20	\$13,111.65	\$21,323.85
Totals	\$466,424.40	\$42,310.80	\$508,735.20

**Note: all figures in the table above are exclusive of GST.*

ANNEXURE C

SPECIAL CONDITIONS

1. Lessee's Contribution to the Upgrade Works

1.1 The Lessee acknowledges and agrees that:

1.1.1 it must pay to the Council the Lessee's Contribution in accordance with this Special Condition;

1.1.2 the full amount of the Lessee's Contribution is payable by equal instalments over the Term (subject to review) in accordance with this Special Condition; and

1.1.3 the Lessee's Contribution is due on each date referred to in Special Condition 1.3 and the Council may at its discretion allow the Lessee's Contribution in any given year to be paid by instalments, the first of the instalments commencing on the date referred to in Special Condition 1.3.

1.2 The Lessee's Contribution is subject to review by increasing the amount payable (identified in Special Condition 1.3) by a fixed 2% per annum (**Contribution Review Rate**) on each anniversary of the Commencement Date during the Term (**Contribution Review Date**) calculated as follows:

$$R2 = R1 + (R1 \times F)$$

Where:

R2 is the Annual Contribution Payable after the Contribution Review Date, identified in the table in Special Condition 1.3;

R1 is the Starting Annual Contribution immediately before the Contribution Review Date identified in the table in Special Condition 1.3 (disregarding any abatements, incentives or reductions); and

F is the Contribution Review Rate in relation to the Contribution Review Date.

1.3 The Lessee's Contribution is payable in the following manner:

Year of Lease	Commencement Date	Starting Annual Contribution	Annual Contribution Payable
1	1 July 2021	\$1,066.19	\$1,066.19
2	1 July 2022	\$1,066.19	\$1,087.51
3	1 July 2023	\$1,087.51	\$1,109.26
4	1 July 2024	\$1,109.26	\$1,131.45
5	1 July 2025	\$1,131.45	\$1,154.08
6	1 July 2026	\$1,154.08	\$1,177.16
7	1 July 2027	\$1,177.16	\$1,200.70
8	1 July 2028	\$1,200.70	\$1,224.72
9	1 July 2029	\$1,224.72	\$1,249.21
10	1 July 2030	\$1,249.21	\$1,274.20
11	1 July 2031	\$1,274.20	\$1,299.68
12	1 July 2032	\$1,299.68	\$1,325.67
13	1 July 2033	\$1,325.67	\$1,352.19
14	1 July 2034	\$1,352.19	\$1,379.23
15	1 July 2035	\$1,379.23	\$1,406.82
16	1 July 2036	\$1,406.82	\$1,434.95
17	1 July 2037	\$1,434.95	\$1,463.65
18	1 July 2038	\$1,463.65	\$1,492.92
19	1 July 2039	\$1,492.92	\$1,522.78
20	1 July 2040	\$1,522.78	\$1,553.24

**Note: all figures in the table above are exclusive of GST.*

1.4 In accordance with the terms in the Lease the Council at its sole discretion may request that the Club pay the remaining amount of the Lessee's Contribution if:

1.4.1 the Lessee is in breach of the Lease and the Lessee has not remedied such breach; and

1.4.2 the Lease is subsequently terminated.

1.5 Subject to written consent by the Council, the Lessee may make additional or early payments of the Lessee's Contribution to the Council at its discretion (**Additional Payment**).

- 1.6 If the Council approves the Lessee's Additional Payment and the Lessee makes that Additional Payment, the Council must reduce the amount owing of the Lessee's Contribution by an amount equal to the Additional Payment.
- 1.7 The parties acknowledge that the payment schedule in Special Condition 1.3 may vary after the Lessee makes an Additional Payment.

2. Maintenance

Notwithstanding any other clause or Special Condition of this Lease, the Council and the Lessee will be responsible for repair, replacement and maintenance of the Premises in accordance with the Maintenance Schedule in Annexure D.

3. Court Resurfacing and Maintenance

In addition to the obligation to pay the Lessee's Contribution under this Lease, the Lessee is required to set aside at a minimum Nine Hundred and Nine Dollars (\$909.00) per court, per annum (GST exclusive) for the purpose of court resurfacing and One Hundred and Eighty Two Dollars (\$182.00) per court, per annum (GST exclusive) for the purpose of general court maintenance, which are to be carried out by the Lessee in accordance with the Maintenance Schedule contained within Annexure D.

4. Licence to Access Courts, Clubrooms and Toilets

- 4.1 The Council grants the Lessee a licence over the Land on the same terms and conditions of this Lease to:
- 4.1.1 access the Premises by vehicle or on foot for the purpose of conducting the Permitted Use and carrying out the Lessee's maintenance obligations in accordance with this Lease; and
- 4.1.2 access and use the toilet and restroom facilities (**Restroom Facilities**) in the Building and the Lessee acknowledges and agrees that it will cooperate at all times with any other tenant or occupant of the Building in relation to its use of the Restroom Facilities.
- 4.2 The Lessee indemnifies the Council and all other tenants and occupants of the Building in respect of any loss, damage, all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection the Lessee's access to and use of the Restroom Facilities.

5. Public Usage of Courts

The Lessee acknowledges and agrees that it is required to make the tennis courts at the Premises available for public use at all times when they are not required for use by the Lessee under this Lease, and the Lessee will provide the Council with an annual report outlining the total number of hours the tennis courts were made publically available and total usage by the public, along with any other information reasonably required by the Council.

6. Hiring of Courts

- 6.1 For the purposes of clause 10 of this Lease, the Council approves the Lessee's use of the Book-a-Court system installed at the Premises to hire out the tennis courts at the Premises at the Lessee's discretion, and the Lessee shall be entitled to retain any profits obtained from such hire.
- 6.2 The Lessee acknowledges and agrees that any hire fee charged for public usage of the courts through the Book-a-Court system will be subject to Council approval, which approval shall not be unreasonably withheld.

ANNEXURE D
MAINTENANCE SCHEDULE

EXTERNAL BUILDING FABRIC

Asset	Responsible Party	Issue	Task Description	Timeliness
General	Lessee	Negligence and damage	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Damage is to be immediately reported to the Council. Lessee is responsible for reimbursing the cost of repairing/making good any damage not due to fair wear or tear or storms.	Ongoing
Structure & sub-structure	Lessee	Maintenance	Lessee to ensure that no water ponds or lies within 1.2m of buildings and that the damp course is not breached. Problems are to be reported to Council as soon as practicable.	Ongoing
	Council	Annual audit/ inspection	Visual check for movement, cracks, dampness or other irregularities. Undertake repairs as required and with reference to budgeting process.	Annually
External walls	Lessee	Monitor graffiti	Notify <i>Graffiti Removal Group</i> or Council in the event of an attack.	Ongoing
	Council	Remove graffiti	Remove or paint over graffiti.	As required
	Council	Annual audit/ inspection	Visual check for movement, cracks, dampness or other irregularities. Undertake repairs as required and with reference to annual budgeting process.	Annually
External / internal windows	Lessee	Cleaning- windows and screens	Clean all windows (including screens) as needed and at least quarterly.	Quarterly
	Lessee	Replace broken glass	Lessee responsible for the cost of replacement of broken windows (excluding vandalism and break-in). Council to organise.	As required
	Council	Replace broken glass	Council responsible for the cost of replacement of broken windows resulting from break-in, attempted break-in or vandalism.	As required
	Council	Annual audit/ inspection	Visual inspection for deterioration and/or damage. Physical test for operation. Repair/replace as required.	Annually
Roof- framing & cladding	Lessee	Monitor leaks	Notify Council if leaks appear.	Ongoing
	Council	Annual audit/ inspection	Visual inspection for integrity & damage. Repair/replace as required.	Annually
Roof - gutters & downpipes	Lessee	Monitor condition & cleaning requirement	Visual inspection for integrity, damage & cleaning requirement. Note: Lessee may be held responsible for water damage if potential blockages are not detected and cleared.	Ongoing
	Lessee	Cleaning of gutters	Prompt removal of debris and obstructions	As required
	Council	Painting	As required to prevent deterioration.	As required
	Council	Annual audit/ inspection	Visual inspection for integrity, damage & cleaning requirement. Repair/replace as required.	Annually

TENNIS FACILITIES MAINTENANCE SCHEDULE

Asset	Responsible Party	Issue	Task Description	Timeliness
External doors	Council	Lock maintenance / replacement	Lock management is the responsibility of Council except where the damage is a result of misuse or negligence by Lessee.	Ongoing
	Council	Key provision	Council to provide the standard key set (including spares). The cost of additional or replacement keys is to be borne by the Lessee.	As required
	Lessee	Key holders	Lessee to advise Council within 7 days of a change of key holders	As required
	Lessee	Key replacement	Lessee to pay for additional or replacement keys and locks.	As required
	Lessee	Door operation (Hinges)	Lessee to lubricate hinges as required.	As required
	Lessee	Door operation (General)	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing
External painting	Council	Annual audit / inspection	Visual inspection for integrity & damage. Repair/replace as required.	Annually
	Council	Re-paint	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required
External graffiti and vandalism	Lessee	Monitor graffiti	Notify <i>Graffiti Removal Group</i> or Council in the event of an attack.	Ongoing
	Council	Remove graffiti	Remove graffiti.	As required

INTERNAL BUILDING COMPONENTS

Asset	Responsible Party	Issue	Task Description	Timeliness
General	Lessee	Negligence and damage	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Damage is to be immediately reported to the Council. Lessee is responsible for reimbursing the cost of repairing/making good any damage not due to fair wear or tear.	Ongoing
Internal walls - solid and/or gyprock	Lessee	Damage	Damage is to be immediately reported to the Council. Lessee is responsible for reimbursing the cost of repairing/making good any damage not due to fair wear or tear.	Ongoing
	Council	Damage	Repair/replace as required, charging Lessee	As required
	Council	Annual audit / inspection	Visual inspection for integrity & damage. Repair/replace as required and as budget allows.	Annually
Internal doors - including operable walls	Lessee	Lock & key issues	Same as external doors.	
	Council	Lock & key issues	Same as external doors.	
	Council	Annual audit / inspection	Visual inspection for integrity & damage. Repair/replace as required.	Annually
Internal ceilings	Lessee	Damage	See Internal walls above.	
	Council	Damage	See Internal walls above.	
	Council	Annual audit / inspection	Same as internal walls.	

TENNIS FACILITIES MAINTENANCE SCHEDULE

Asset	Responsible Party	Issue	Task Description	Timeliness
Floor finishes (includes stairs where applicable)	Lessee	Monitor for trip/slip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify Council.	As required
	Lessee	Cleaning (including stain removal) and/or polishing	To be undertaken as part of a formal cleaning regime approved by the Council.	As required
	Lessee	Strip back & re-seal of hard floors	Strip back & re-seal of hard floors eg. wood or parquetry	As required
	Council	Annual audit/ inspection	Inspect in order to assess integrity & replacement requirement.	Annually
	Lessee	Replacement	Replacement when required	As required
Wall finishes	Lessee	Care and cleaning	Where nature of finish permits, wash marks off. Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Damage is to be immediately reported to the Council. Lessee is responsible for reimbursing the cost of repairing/making good any damage.	As required
	Council	Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required
Ceiling finishes	Lessee	Care and cleaning	Same as wall finishes	
	Council	Painting	Same as wall finishes	
Internal fittings & built-in joinery	Lessee	Care and cleaning	Where nature of finish permits, wash marks off. Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Damage is to be immediately reported to the Council. Lessee is responsible for reimbursing the cost of repairing/making good any damage.	As required
	Council	Annual audit/ inspection	Visual inspection for integrity & damage. Repair/replace as required. Seek reimbursement from Lessee if work required because of damage (as distinct from fair wear and tear)	Annually

TENNIS FACILITIES MAINTENANCE SCHEDULE

GROUNDS MAINTENANCE

Asset	Responsible Party	Issue	Task Description	Timeliness
External garden beds, vegetation, drainage / irrigation systems	Council	All maintenance	All maintenance including, eg, watering, weeding, trimming, tree management, inspection and maintenance of drainage / irrigation systems to ensure efficiency and compliance.	Ongoing / As required
External paths, paved areas & carparks	Lessee	Identify trip hazards	Ongoing monitoring of potential slip / trip hazards. If identified, position clear signage immediately to warn users of the risk and then notify the Council.	Ongoing
External lighting and signage	Lessee	Lessee / sponsor signage	Lessee to supply, maintain, replace, keep in good appearance, condition and working order any signage, graffiti excepted. Abide by all lease requirements and statutory requirements (eg planning, building, by-laws) when installing or replacing signage.	As required
	Council	External lighting and graffiti	Council to maintain and repair external lighting (ie outside leased area) to maintain in good working order. Council will undertake replacement in line with budget allocations and portfolio priorities. Council will arrange for removal of graffiti as required.	As required
Fencing (including gates)	Lessee	Damage	Ensure that use / activities on the courts are undertaken so as to minimise potential damage to fencing. Damage is to be immediately reported to the Council. Lessee is responsible for reimbursing the cost of repairing / making good any damage caused through Lessee activities.	Ongoing
	Council	Structural integrity	Maintain structural integrity and locking functions. Council will undertake replacement in line with budget allocations and portfolio priorities.	As required

CLEANING

Asset	Responsible Party	Issue	Task Description	Timeliness
Building internals (under lease)	Lessee	Cleaning	The Premises are to be cleaned regularly (at least once a week) & thoroughly by competent cleaners and the Lessee is to ensure that at all times the Premises are kept in a clean, neat & tidy condition appropriate for the intended use.	Weekly

TENNIS FACILITIES MAINTENANCE SCHEDULE

Building internals (under Council's control)	Council	Co-ordinate cleaning & opening and closing of toilets	Ensure that the public toilets and the area used by the Council are maintained in a clean, neat & tidy condition appropriate for the intended use.	Weekly
Building externals	Lessee	Cleaning	Windows, walls and verandahs, etc. to be cleaned as needed, quarterly as a minimum. Report faults to Council.	Quarterly
	Council	Cleaning	Inspect for compliance	Annually

GENERAL MAINTENANCE

Asset	Responsible Party	Issue	Task Description	Timeliness
All	Lessee	Identify Hazards	Ongoing monitoring of potential hazards of any kind. If identified, position clear signage immediately and warn users and then notify the Council	As required
	Lessee	General house-keeping	Keep leased area free from litter, food scraps and materials which could harbour or encourage possums, vermin or termites.	Ongoing
Pest Control	Lessee	Pest Control	Eradication of domestic pests & vermin eg mice, cockroaches and black ants. Immediately report presence of pests to Council. Reimburse Council for proportion of damage attributable to neglect of Lessee.	Ongoing
	Council	Pest Control	Treatment of any infestations from pests such as termites and possums. Charge Lessee appropriate proportion of costs if Lessee negligent in housekeeping or early notification of presence of pests.	As required
Asbestos Register	Lessee	Make accessible	Ensure that the Register is available on site at all times.	As required
	Lessee	Contact Council	Lessee to contact Council before any works take place within the building. Approval is required by Council before any works are commenced.	As required
	Council	Maintain up-to-date Register	Maintain up-to-date Register in line with relevant Australian Standards.	Ongoing

TENNIS FACILITIES MAINTENANCE SCHEDULE

ELECTRICAL MAINTENANCE

Asset	Responsible Party	Issue	Task Description	Timeliness
Main Switchboard	Council	Annual Contract	Conduct inspection and report non-compliance and faults	Annually
	Lessee	Maintenance & Upgrades	Maintain regulatory compliance at all times and upgrade if a result of increased power requirements. Council approval required first.	As required
Electrical distribution network & sub-boards	Council	Annual Contract	Conduct inspection and report non-compliance and faults	Annually
	Lessee	Maintenance and upgrade	Maintain regulatory compliance at all times and upgrade if a result of increased power requirements. Council approval required first.	As required
RCDs / emergency & exit light testing	Council	Regular test by identified resource	Test for correct operation as per AS 3760. Document test as per Standard.	As required
Light fittings & switches	Lessee	Monitor operation	Lessee to notify Council of maintenance/replacement requirement.	Ongoing
	Lessee	Maintenance and upgrade	Maintain regulatory compliance at all times and upgrade if a result of increased power requirements. Council approval required first.	As required
	Council	Repair / Replace fittings & switches	Repair / replace as required.	As required
	Lessee	Replacement of light bulbs / tubes	Lessee to replace at own cost.	As required
Electrical appliances (including stoves, fridges, etc.)	Lessee	Supply and maintenance	Lessee to supply, repair and maintain in accordance with Australian Standards at Lessee's cost.	As required

OCCUPATIONAL HEALTH, SAFETY & WELFARE (OHS&W) AND PUBLIC LIABILITY

Asset	Responsible Party	Issue	Task Description	Timeliness
Storage	Lessee	Storage management	<ul style="list-style-type: none"> • All storage areas must be well organised. • Avoid over filling storage areas. • Store goods/equipment so as to minimize risk. 	Ongoing

TENNIS FACILITIES MAINTENANCE SCHEDULE

Hazardous substances	Lessee	Management of Hazardous substances	<ul style="list-style-type: none"> Comply with all relevant obligations under the Work Health and Safety Act 2012 (SA) and all relevant Standards, as amended from time-to-time Seek written approval from Council before storing hazardous chemicals on-site Store only required chemicals Do not store excess amounts of hazardous chemicals Store all hazardous chemicals in accordance with the appropriate Australian Standard. 	Ongoing
Hire Agreements	Lessee	Use hire agreement.	The Lessee must ensure that all groups using the premises <u>sign</u> a hire agreement. The agreement must state the intended use, contain a clause indemnifying the Lessee and the Council from any third party claims and include a clause stating that illegal and/or dangerous activities are not permitted.	Ongoing
	Council	Provide standard clauses	Council to assist in the development of a hire agreement.	As required

SERVICE AND MAINTENANCE CHARGES

Service	Responsible Party	Issue	Task Description	Timeliness
Electricity	Lessee	Connection	Pay initial/transfer charge for new occupant	As required
	Lessee	Usage	Ongoing usage costs	As required

TENNIS COURT MAINTENANCE

Asset	Responsible Party	Issue	Task Description	Timeliness
Chainmesh fencing	Lessee	Maintenance	Inspect, tighten strainer lines and repair/replace fencing if bulging and/or damaged.	Ongoing
Court lighting	Lessee	Installation	Lessee to install subject to Council approval and development authorization	As required
	Lessee	Monitor operation	Lessee to notify Council of maintenance/replacement requirement.	Ongoing
	Lessee	Maintenance	General maintenance by a qualified electrician as required, including: <ul style="list-style-type: none"> maintain light poles and wires in a safe condition all electrical circuitry and wiring to comply with relevant legislation, codes and standards at all times 	As required
	Lessee	Replacement of light bulbs / tubes	Lessee to replace at own cost.	As required

TENNIS FACILITIES MAINTENANCE SCHEDULE

	Council	Repair / Replace fittings & switches	Repair / replace as required.	As required
Court linemarking	Lessee	Maintenance	Inspect and professionally linemark as required	Ongoing
Posts & on court furniture	Lessee	Maintenance	Maintain in good condition and repair/replace as necessary. Any uprooting of the posts or cracking of the pavement caused by the posts are to be made at the Lessee's expense	As required
Playing surface (including run- off areas bounded by the chainmesh fencing)	Lessee	Cleaning, care and maintenance	Comply with the instructions/guidelines issued by the surface contractor. Ensure that the playing surface is swept and cleaned regularly and that players wear the correct type of footwear (in good condition) to minimise slips and potential damage to the playing surface. Debris and dirt are to be removed and properly disposed of, not merely swept to one side. Leaves and other materials likely to stain and/or corrode the surface to be washed off with a gentle cleaning liquid.	Ongoing and as required
	Lessee	Resurfacing	Resurface the courts with acrylic sealer and re-linemark	As required, and in any case within 10 years of the previous resurfacing
Court pavement	Council	Replace pavement	If required replace pavement, re-profile, reseal with bitumen, resurface with acrylic sealer and linemark. Exact timing of works to be mutually agreed between the parties.	As required, (expected to be within 20 years of the previous reconstruction)
	Council	Audit / inspection	Visual check of courts for movement, cracks or other irregularities and undertaking an assessment to determine the cause as required.	Annually
	Lessee	Repair cracks	Undertake repairs to cracks or other irregularities as required.	As required
	Council	Repair cracks (structural)	Undertake repairs to cracks or other irregularities (where caused by structural issues) as required and with reference to budgeting process.	As required

Note: the Council will schedule all asset replacements required under this Maintenance Schedule in line with budget allocations and portfolio priorities.

11.8 CHURCH AVENUE, NORWOOD – RIGHT OF WAY – PROPOSED CONVERSION TO PUBLIC ROAD

REPORT AUTHOR: Manager, Governance, Legal & Property
GENERAL MANAGER: General Manager, Governance & Community Affairs
CONTACT NUMBER: 8366 4507
FILE REFERENCE: qA65051
ATTACHMENTS: A - D

PURPOSE OF REPORT

The purpose of this report is to present to the Council the proposed declaration of a portion of Church Avenue, Norwood, comprising a private Right of Way, as Public Road pursuant to Section 210 of the *Local Government Act 1999*.

BACKGROUND

It has come to the attention of Council staff that a portion of Church Avenue, Norwood is comprised within a private Right of Way and is not vested in the Council as Public Road. The parcel of land in question is in the middle 'bend' of the Road, directly adjacent to the property located at 35 Church Avenue and the Council-owned Reserve.

A map showing the location of the Right of Way land is contained within **Attachment A**.

Despite this, this parcel of land is already sealed and maintained as a Public Road by the Council and used by the community as a Public Road. In order to remedy this situation and transfer ownership of this parcel to the Council, Council staff commenced the process under Section 210 of the *Local Government Act 1999* ('the Act') to convert this private Right of Way to Public Road.

This process was undertaken outside the Council's *Private Laneways Policy & Procedure* in order to rectify the land tenure and ownership of this section of Church Avenue.

Following completion of the research required to determine the legal status and ownership of the Right of Way land, written notice was provided to the two (2) adjoining property owners with registered rights of access over the Right of Way in February 2021 of the proposed conversion of the Right of Way to Public Road. No concerns were raised by the property owners with this proposal.

A public notice was also published in the SA Government Gazette, the Advertiser and on the Council's website of the proposed conversion of the Right of Way to Public Road. The required three (3)-month statutory notice period was completed over March-June 2021. No responses were received during the notice period.

A copy of the Gazette notice is contained within **Attachment B**.

The Council can now proceed to declare the Right of Way as Public Road pursuant to Section 210 of the Act.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

Outcome 1: Social Equity

Objective 1.2 A people-friendly, integrated and sustainable transport network.

1.2.2 Provide safe and accessible movement for people of all abilities.

Objective 1.3 An engaged and participating community.

1.3.2 Provide opportunities for community input in decision-making and program development.

FINANCIAL AND BUDGET IMPLICATIONS

The costs of converting the Right of Way land to Public Road are confined to the legal and administrative costs of undertaking the conversion to Public Road under Section 210 of the Act – no capital upgrades are required to the road itself. The legal and administrative costs are not extensive and will be covered by the Council in full in order to rectify the land tenure and ownership of this section of Church Avenue.

EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

SOCIAL ISSUES

Not Applicable.

CULTURAL ISSUES

Not Applicable.

ENVIRONMENTAL ISSUES

Not Applicable.

RESOURCE ISSUES

Not Applicable.

RISK MANAGEMENT

By converting the private Right of Way to Public Road under Section 210 of the Act, the Council can formalise its responsibility for the ongoing maintenance and upkeep of the Road, rather than responsibility and liability for the condition of this section of Church Avenue remaining unclear due to private ownership of this parcel by a deceased estate.

COVID-19 IMPLICATIONS

Not Applicable.

CONSULTATION

- **Elected Members**

Not Applicable.

- **Community**

The two (2) adjoining property owners with registered interests over the Right of Way land (33 and 35 Church Avenue) were notified of the Council's proposal to convert the Right of Way to Public Road in February 2021, as required by Section 210(2) of the Act.

A public notice was also published in the SA Government Gazette and on the Council's website on 25 February 2021 and in the Advertiser on 1 March 2021 regarding the proposed conversion of the Right of Way to Public Road, as required by Section 210(2) of the Act. The three (3)-month statutory notice period was therefore conducted from 1 March 2021 to 1 June 2021. No responses were received during the notice period from members of the public or the executors or administrators of the deceased estate.

- **Staff**

General Manager, Governance & Community Affairs
General Manager, Urban Services
Acting Manager, City Assets
Project Officer, Assets

- **Other Agencies**

Not Applicable.

DISCUSSION

A parcel of land in the centre of Church Avenue, Norwood is comprised within a private Right of Way and is not vested in the Council as Public Road. The parcel of land in question is in the middle 'bend' of the Road, directly adjacent to the property located at 35 Church Avenue and the Council-owned Reserve.

The land is described as Allotment 16 in Deposited Plan 798 and is comprised in Certificate of Title Volume 398 Folio 245. According to research undertaken into Lands Titles Office records, this land has remained in the private ownership of the estate of Horace Stanhope Cowan since 1908.

Despite this, this section of Church Avenue is already sealed, maintained and used as Public Road by the Council. As such, once this anomaly was brought to the Council's attention, Council staff commenced the process to convert this section of Church Avenue to Public Road pursuant to Section 210 of the *Local Government Act 1999* (SA) ('the Act'). Conversion to Public Road will formally and legally transfer ownership of this section of Road to the Council and will enable the Council to assume responsibility for its ongoing maintenance and upkeep.

This process was undertaken outside the Council's *Private Laneways Policy & Procedure* in order to rectify the land tenure and ownership of this section of Church Avenue. In addition, the Right of Way is not a 'Private Laneway' in the same capacity as the Private Laneways which are converted to Public Road under that Policy – it is a small parcel of land comprised within and forming part of a larger Public Road which directly adjoins only one (1) residential property. As such, it is considered appropriate that this is dealt with outside of the Policy.

The required public notification of the proposed conversion of the Right of Way to Public Road has now been completed and no responses were received from members of the public or the executors or administrators of the deceased estate during the three (3)-month statutory notice period. With respect to the two (2) adjoining property owners who hold registered rights of access over the Right of Way, it should be noted that these rights of access are already effectively redundant as the whole of Church Avenue is maintained and freely accessible as Public Road. Although their registered rights of access will be formally extinguished upon conversion of the Right of Way to Public Road, they will gain all the usual rights of public access along this section of Church Avenue as Public Road.

As such, the Council can now proceed to declare the Right of Way as Public Road pursuant to Section 210 of the Act.

In undertaking the required research into the status and ownership of the Right of Way, it is worth noting that several other unusual ownership arrangements were also identified in the remainder of Church Avenue. These arrangements are shown on the plan contained within **Attachment C** and Deposited Plan 798, which is contained within **Attachment D**.

Further details are set out below:

- **Church Avenue North** – the section of Church Avenue from The Parade to the Right of Way land is vested in the Council as Public Road (as per CT 6213/118), and is shown in yellow on DP 798 as contained within Attachment D.
- **Church Avenue South** – the section of Church Avenue from the Right of Way land to William Street is included within the Council's Public Road Register, but is shown as 'Private Road' on Deposited Plan 798. This land is shown in green on DP 798 as contained within Attachment D. Further research is required to determine the status and ownership of this land, following which a Section 210 conversion process may also be required to convert this section of Road to Public Road vested in the Council.
- **Reserve Right of Way** – there is a second parcel of land which is a private Right of Way directly adjoining the Council Reserve in the centre of Church Avenue. This land is comprised in CT 280/146 and is shown in blue on DP 798 contained within Attachment D. This land is used and maintained by the Council predominantly as Reserve, but a small portion at the top left-hand corner forms part of the Public Road as the Road turns the corner in this location. Further research is required to determine the status and ownership of this land and possible options for vesting this land in the Council as Reserve and Public Road.

- **Triangle land** – there is a small remainder of land located between the Right of Way the subject of this report and Church Avenue South, which likely remains in private ownership. This land forms part of the Public Road as the Road turns the corner in this location. Further research is required to determine the status and ownership of this land and options to vest this land in the Council as Public Road.
- **1-Foot Reserve** – there is a very small parcel of land located directly adjacent to the Right of Way and the Reserve which is referred to as a ‘1 foot wide’ reserve and comprised in Allotment 15 in DP 798. This parcel is shown in pink on DP 798 contained within Attachment D. It is likely that this 1-Foot Reserve is no longer maintained on the ground in this location and has simply been subsumed into the adjoining land. This parcel may be an extension of the private Right of Way at the bend and is likely a remainder of land which was never brought under the *Real Property Act 1886*. Further research is required to determine the status and ownership of this land and possible options for vesting this land in the Council.
- **Corner cut-off** – there is a small corner cut-off at the corner of Church Avenue South and William Street, directly adjoining the property at 79 William Street, which forms part of the Public Road reserve and is comprised within Partially Cancelled CT 3210-11. This parcel is maintained as a small grassed area with signage and mail boxes erected upon it for use by the adjoining property. This parcel can be left as it is or could be transferred to the adjoining property owner to resolve their existing encroachment on this land.

Council staff are progressing research into the abovementioned parcels of land comprising Church Avenue, with a view to formalising their status as Public Road and Reserve respectively, and vesting ownership in the Council. This will formalise the Council’s responsibility for ongoing maintenance of the entire length of Church Avenue and the Reserve and provide greater assurance from a risk management and liability perspective, if a claim were to be made in relation to property damage or personal injury in this location. At present, the Council is effectively maintaining and assuming liability for privately owned land, which is not advisable.

Further reports will be presented to the Council in due course to action these matters. There is no detriment to the Council in proceeding with declaring the Right of Way the subject of this report as Public Road, while these other matters are finalised, as this may take several months.

OPTIONS

It is recommended that the Council proceeds with the proposed conversion of the Right of Way land in Church Avenue, Norwood to Public Road under Section 210 of the Act, to formalise the ownership and responsibility for ongoing maintenance of this section of Road with the Council.

Alternatively, the Council can determine to leave this section of Church Avenue in the private ownership of a deceased estate. However, for the reasons set out in this report and from a risk management perspective, this is not recommended.

CONCLUSION

A portion of Church Avenue, Norwood is comprised within a private Right of Way and is not vested in the Council as Public Road. This land has remained in private ownership of a deceased estate since 1908, however, it is sealed, maintained and used as Public Road by the Council. In order to rectify this, the process to convert this Right of Way to Public Road pursuant to Section 210 of the *Local Government Act 1999* (SA) has been commenced. Conversion to Public Road will transfer ownership of the Right of Way to the Council and will formalise the Council’s responsibility for ongoing maintenance of the entire length of Church Avenue.

COMMENTS

Nil.

RECOMMENDATION

1. That pursuant to Section 210(1) of the *Local Government Act 1999*, the Council declares the Private Road comprised in Certificate of Title Volume 398 Folio 245 and comprising Allotment 16 in Deposited Plan 798, and which is a Private Road commonly known as 'Church Avenue' in the area of Norwood, to be Public Road.
2. That the Chief Executive Officer be authorised to give public notice of this declaration in the Government Gazette pursuant to Section 210(5) of the *Local Government Act 1999*.

Attachments – Item 11.8

Attachment A

Church Avenue, Norwood Right of Way Proposed Conversion to Public Road

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

CHURCH AVENUE, NORWOOD – RIGHT OF WAY



Portion of Church Avenue to be declared Public Road

Attachment B

Church Avenue, Norwood Right of Way Proposed Conversion to Public Road

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
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Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

CITY OF NORWOOD PAYNEHAM & ST PETERS

LOCAL GOVERNMENT ACT 1999

Proposed Declaration under Section 210(1)

The City of Norwood Payneham & St Peters hereby gives notice that it proposes to make a declaration under Section 210(1) of the *Local Government Act 1999* (SA) converting the following private road within its Council area into a public road on 1 June 2021 or thereafter:

The private road comprised in Certificate of Title Volume 398 Folio 245 comprising allotment 16 in D798 and which is a private road commonly known as Church Avenue in the area of Norwood.

Dated: 25 February 2021

MARIO BARONE
Chief Executive Officer

DISTRICT COUNCIL OF ELLISTON

Review of Elector Representation

Notice is hereby given that the District Council of Elliston is undertaking a review to determine whether a change of arrangements are required in respect to elector representation, so as to ensure that the electors of the area being adequately and fairly represented.

Pursuant to the provisions of Section 12(7) of the *Local Government Act 1999*, notice is hereby given that Council has prepared a Representation Review Paper which details Council's proposal in respect to its future composition and structure.

A copy of the Representation Review Paper is available on the Council's website (www.elliston.sa.gov.au); and for inspection and/or purchase at the Council offices at 21 Beach Terrace, Elliston.

Written submissions are invited from interested persons from Thursday, 25 February 2021 and should be directed to the Chief Executive Officer, PO Box 46, Elliston 5670 or emailed to dce@elliston.sa.gov.au by close of business on Monday, 22 March 2021. Alternatively, electronic submissions can be made via the Council website.

Information regarding the elector representation review can be obtained by contacting Council's Executive Assistant on telephone 8687 9911 or by email at dce@elliston.sa.gov.au.

Dated: 25 February 2021

GEOFF SHERIDAN
Chief Executive Officer

REGIONAL COUNCIL OF GOYDER

LOCAL GOVERNMENT ACT 1999

Representation Review Report

Pursuant to the provisions of section 12(7) of the *Local Government Act 1999*, the Council has undertaken a review to determine whether alterations are required in respect to elector representation, including ward boundaries and the composition of Council.

As an outcome of this review Council proposes to make no change except to alter the boundary between the Robertstown and Eudunda Wards to increase the number of electors in the Robertstown Ward to satisfy the Robertstown Ward tolerance quote requirement.

Council has prepared a DRAFT Representation Review Report detailing the review process, public consultation undertaken and the proposal Council considers should be carried into effect, which will be subject to public consultation commencing on 24 February 2021 and concluding at 4:00pm 24 March 2021.

The Report is available in hard copy from the Council Offices located at 1 Market Square, Burra, and 25 Bruce Street, Eudunda, during office hours, or via Council's website www.goyder.sa.gov.au/council/reports or a digital copy council@goyder.sa.gov.au.

A public hearing will be held in Eudunda Town Hall on Wednesday, 7 April 2021 at 7:00pm to hear and consider the submissions received.

Written submissions are invited from interested persons from Wednesday, 24 February 2021 and should be addressed to the Chief Executive Officer, Regional Council of Goyder 1 Market Square, Burra SA 5417 or by email to council@goyder.sa.gov.au to be received no later than 4:00pm on Wednesday, 24 March 2021.

Please indicate in your written submission if you wish to be heard in support of your submission at the public hearing.

Dated: 22 February 2021

DAVID J. STEVENSON
Chief Executive Officer

LIGHT REGIONAL COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

Road Closing—Jaffray Street, Kapunda

NOTICE is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991* that the Light Regional Council proposes to make a Road Process Order to close and transfer to an adjoining owner a portion of Jaffray Street adjoining Allotment 401 in FP 176473 and Allotment 433 in FP 176505, more particularly delineated and lettered A on Preliminary Plan 21/0008.

The Preliminary Plan and Statement of Persons Affected is available for public inspection at the offices of the Light Regional Council, 93 Main Street, Kapunda and 7 Hanson Street, Freeling, and the Adelaide Office of the Surveyor-General, during normal office hours. The Preliminary Plan can also be viewed at www.sa.gov.au/roadsactproposal.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the Light Regional Council, PO Box 72 Kapunda SA 5373, WITHIN 28 DAYS OF THIS NOTICE, and a copy must be forwarded to the Surveyor-General at GPO Box 1354, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 25 February 2021

BRIAN CARR
Chief Executive Officer

Attachment C

Church Avenue, Norwood Right of Way Proposed Conversion to Public Road

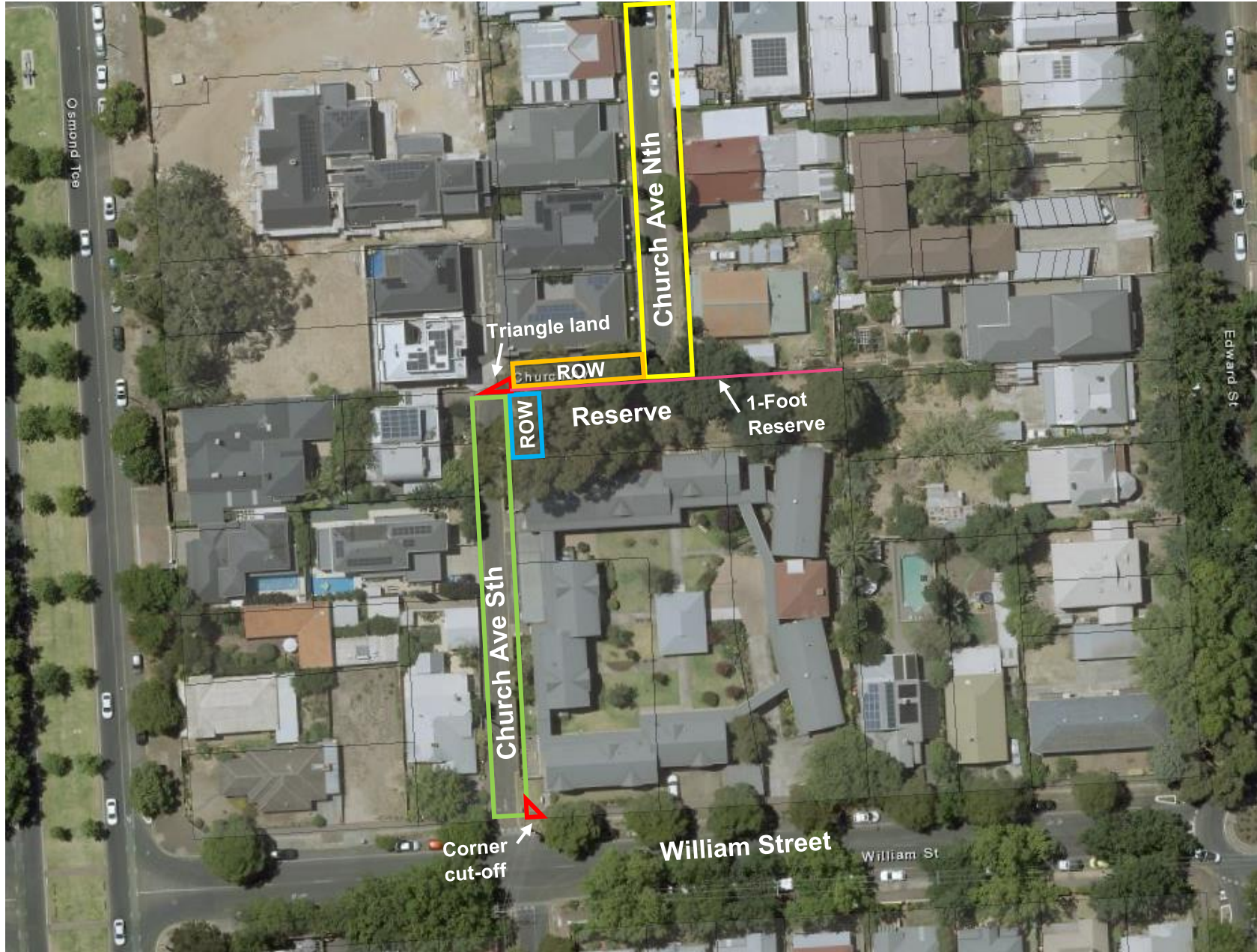
City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

CHURCH AVENUE, NORWOOD



Attachment D

Church Avenue, Norwood Right of Way Proposed Conversion to Public Road

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

— Plan of Allotments, part of Block 26 Norwood —
 — & part of Section 276, Hundred of Adelaide —

— Scale —
 — 40 feet to One Inch —

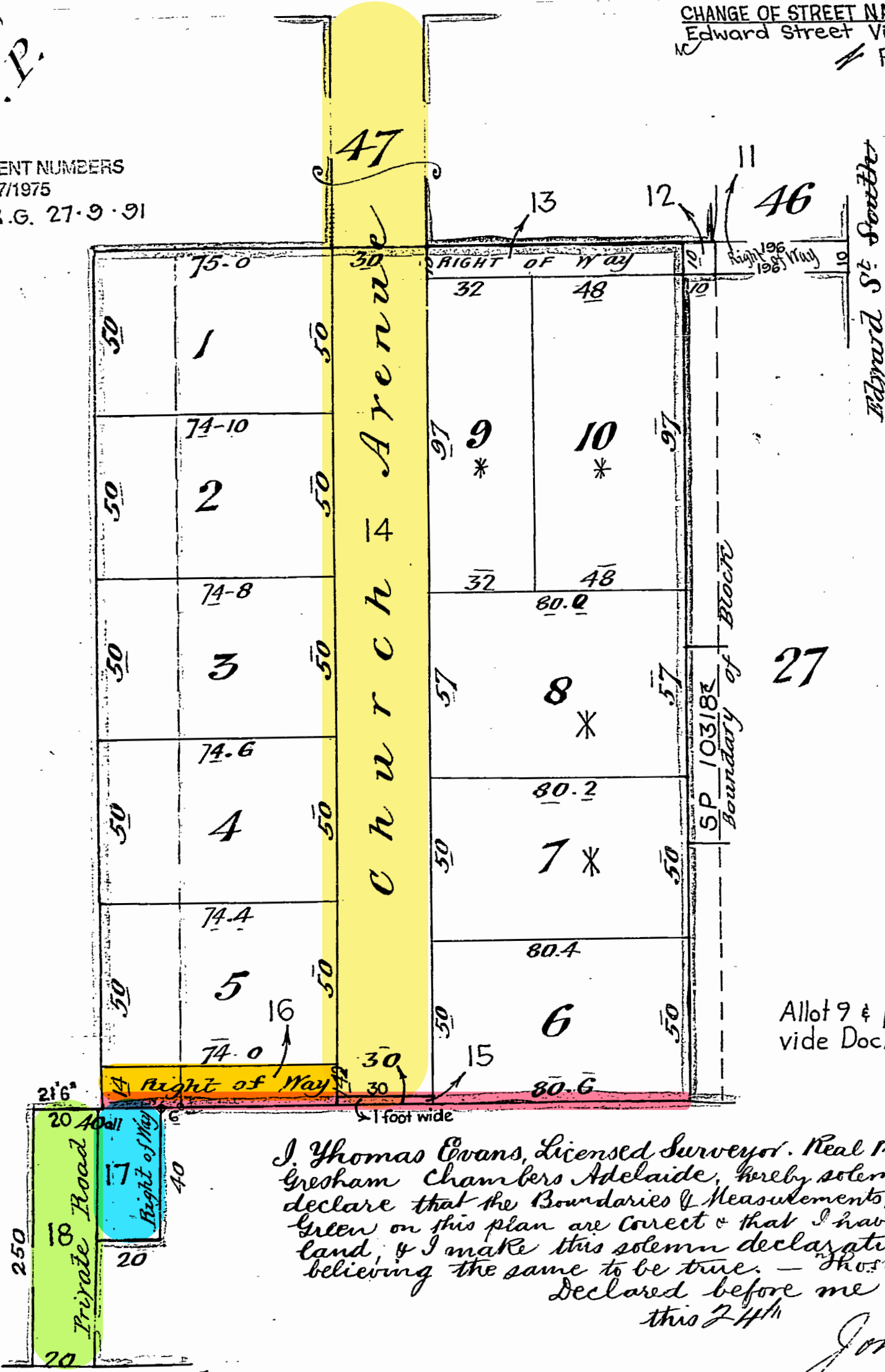
THE PARADE

798
 D.P.

CHANGE OF STREET NAMES
 Edward Street Vide Docket 49/1985.
 pro. P.D.O. 9.4.85

ADDITIONAL ALLOTMENT NUMBERS
 VIDE DKT. 4187/1975
 Pro R.G. 27.9.91

Lots 11, 12, 17 & 18 do not form
 part of this subdivision:
 CTs 164/158 P.C.
 280/148 P.C.
 Lot 18 N.U.A.



Allot 9 & pt. allot 10 redefined
 vide Docket 146/1989 (F.P. 24586)
 pro. R.G. 5.4.89.

I, Thomas Evans, Licensed Surveyor, Real Property Act,
 Gresham Chambers Adelaide, hereby solemnly & sincerely
 declare that the Boundaries & Measurements, as shown & colored
 Green on this plan are correct & that I have inspected the above
 land, & I make this solemn declaration conscientiously
 believing the same to be true. — Tho. Evans
 Declared before me at Adelaide
 this 24th day of *February* 1879

James Blair J.P.

C.T. Vol. CCLXVIII - folio 115
 C.T. Vol. CCLXXII - folio 215
 Registered Proprietor

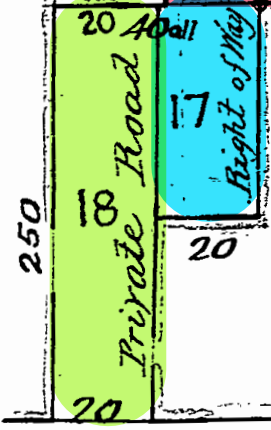
George Juff

* Allot. 8 & pt. allot. 7 redefined
 vide Dkt. 2507/72 (C-3980)
 Pro P.D.O. 31/3/83.

MICROFILMED

1-10-91

William - Street



11.9 GRANT FUNDING FOR STRATEGIC PROJECTS

REPORT AUTHOR: Economic Development & Strategic Projects Officer
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4512
FILE REFERENCE: qA58753
ATTACHMENTS: Nil

PURPOSE OF REPORT

The purpose of this report is to advise the Council of the current grant funding programs available and to seek the Council's endorsement of projects which are recommended to be submitted.

BACKGROUND

As Elected Members may recall, at its meeting held on 7 December 2020, the Council considered a report which outlined the grant funding programs available under the Federal Government's *Local Road and Community Infrastructure Extension Program*, the State Government's *Local Government Infrastructure Partnership Grant Funding Program*, the *Open Space Grant Funding Program*, the *Places for People Grant Funding Program* and the *Grassroots Facilities Grant Funding Program*.

The intent of the report was to obtain the Council's endorsement of projects which could be submitted as part of the various grant programs. Following consideration of the report the Council resolved the following:

1. *That the St Peters Street Streetscape Upgrade Project be submitted for funding under the Federal Government's Local Road and Community Infrastructure Extension Program.*
2. *That the Payneham Memorial Swimming Centre be endorsed for submission under the State Government's Local Government Infrastructure Partnership Grant Funding Program.*
3. *That the following projects be endorsed for submission under the State Government's Open Space Grant Funding Program:*
 - *Burchell Reserve Redevelopment;*
 - *Dunstan Adventure Playground; and*
 - *River Torrens Linear Park Shared Path Upgrade Stage 2.*
4. *That The Parade Masterplan Stage 1 Upgrade be endorsed for submission under the State Government's Places for People Grant Funding Program.*
5. *That the Cruickshank Reserve Unisex Facilities Project be endorsed for submission under the Grassroots Facilities Grant Funding Program.*

Subsequently all seven (7) grant funding applications were prepared by staff and submitted. Of the seven (7) grant funding applications, which were endorsed by the Council and submitted, the Council was successful in receiving grant funding for four (4) of the projects.

More specifically, the Council was successful in obtaining grant funding for the following major strategic projects (monetary value of grant contribution presented in brackets):

- *St Peters Street Streetscape Upgrade (\$1,270,347);*
- *Payneham Memorial Swimming Centre (\$5,600,000);*
- *Dunstan Adventure Playground Redevelopment (\$450,000); and*
- *River Torrens Linear Park Shared Path Enhancement – Stage 2 (\$1,350,000).*

The Council was unsuccessful in obtaining grant funding for the following major strategic projects:

- *Burchell Reserve Redevelopment;*
- *The Parade Masterplan Stage 1 Upgrade; and*
- *Cruickshank Reserve Unisex Facilities Project.*

It is noted that despite the Council not receiving funding for these three (3) projects, the Council has allocated sufficient funding through its 2021-2022 to deliver the Burchell Reserve Redevelopment Project and sufficient funding to deliver the detail design and the first stage of construction documentation for The Parade Masterplan Project. There is no budget allocation for the Cruickshank Reserve Unisex Facilities Project as this has not been identified as a priority in the Council's *Long Term Financial Plan 2021-2031*.

On 1 July 2021, the State Government opened the *Open Space Grant Funding Program*, which is a consolidation of the former *Open Space* and *Places for People Grant Funding Programs*. Submissions close Friday 27 August 2021.

The *Grassroots Facilities Grant Funding Program* has also been opened for applications to be submitted with the closing date of Wednesday 18 August 2021.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

CityPlan 2030: Mid Term Review 2020

The ongoing identification and delivery of projects which implement the Council's strategic vision set out in *CityPlan 2030: Mid Term Review* reinforces the Council's commitment to its primary objective of community well-being.

The relevant Outcomes, Objectives and Strategies in the Council's Strategic Management Plan, *CityPlan 2030: Shaping Our Future*, which support the projects being considered as part of this report, are outlined below:

Social Equity: A connected, accessible and pedestrian-friendly community.

Objective 1.1 Convenient and accessible services, information and facilities.

Strategy 1.1.3 Design and provide safe, high quality facilities and spaces for all people.

Objective 1.2 A people friendly, integrated and sustainable transport network.

Strategy 1.2.1 Enable sustainable and active transport modes.

Strategy 1.2.2 Provide safe and accessible movement for all people.

Objective 1.4 A strong, healthy, resilient and inclusive community.

Strategy 1.4.1 Encourage physical activity and support mental health to achieve healthier lifestyles and well-being.

Strategy 1.4.3 Encourage the use of spaces and facilities for people to meet, share knowledge and connect with each other.

Cultural Vitality: A culturally rich and diverse City, with a strong identity, history and sense of place.

Objective 2.3 A City which values and promotes its rich cultural and built heritage.

Strategy 2.3.1 Protect and enhance places, streetscapes, precincts and landmarks which reflect the built and cultural history of our City.

Objective 2.4 Pleasant, well designed, and sustainable urban environments.

Strategy 2.4.3 Maximise the extent of green landscaping provided in new development and in public realm.

Objective 2.5 Dynamic community life in public spaces and precincts.

Strategy 2.5.2 Create and provide interesting and vibrant public spaces to encourage interaction and gatherings.

Environmental Sustainability: A leader in environmental sustainability.

Objective 4.1 Sustainable and efficient management of resources.

Strategy 4.1.1 Make better use of water resources including the harvesting and re-use of stormwater.

Strategy 4.1.5 Improve the water quality in our City's watercourses.

Strategy 4.1.6 Manage stormwater to reduce the risks of flooding.

Objective 4.2 Sustainable streets and open spaces.

Strategy 4.2.5 integrate green infrastructure into streetscapes and public spaces.

FINANCIAL AND BUDGET IMPLICATIONS

As a result of being successful in obtaining grant funding for four (4) major strategic projects, the Council has brought forward capital expenditure to deliver these four (4) projects, which will achieve a mix of social, cultural and environmental benefits to the community. From a financial perspective the grant funding will offset the actual cost of the projects. This means that the four (4) projects that were successful in receiving grant funding, have all now been included within the 2021-2022 Annual Budget and within the Council's *Long Term Financial Plan 2021-2031*.

Notwithstanding this, the *Burchell Reserve Redevelopment Project* and *The Parade Masterplan Stage 1 Upgrade Project*, whilst unsuccessful in obtaining grant funding through the previous round of grant funding, are currently in the Council's current budget and within the *Long Term Financial Plan 2021-2031*, as major strategic projects and will continue to be progressed.

The only exception is the *Cruickshank Reserve Unisex Facilities Project*, which has neither a current budget allocation or identified within the Council's *Long Term Financial Plan 2021-2031*.

EXTERNAL ECONOMIC IMPLICATIONS

Once again the focus on these grant funding programs is to support Local Government in delivering local projects in order to stimulate the economy and where possible, provide long term economic benefits.

All successful projects that received grant funding must ensure that they commence in a timely manner and are reported on appropriately as per the timeframe and requirements specified in the specific Grant Deed.

SOCIAL ISSUES

In evaluating the projects to present to the Council for consideration on whether to proceed with a grant application, the social benefits, together with the cultural, economic and environmental benefits anticipated for the community were strongly taken into consideration and evaluated.

CULTURAL ISSUES

As above.

ENVIRONMENTAL ISSUES

As above.

RESOURCE ISSUES

The *Burchell Reserve Redevelopment Project* and *The Parade Masterplan Stage 1 Upgrade Project*, which are the two (2) projects proposed for grant funding as part of the current grant funding programs, will be project managed by Council staff. Additional staff resources (on a contract basis) may be required to undertake the management of these projects and/or some of the Council's other projects (should the Council be successful in obtaining additional grant funding).

RISK MANAGEMENT

In respect to the grant funding, there is always a risk that the construction may not be completed on time, particular given the current demands on the construction industry. This risk will be managed by scheduling the works to ensure that works are completed within the specified timeframes. There is also a risk that the Council may in the current market be paying a premium due to the increased demand on the construction industry and the shortage of associated contractors and consultants.

COVID-19 IMPLICATIONS

Not Applicable.

CONSULTATION

- **Elected Members**

At its meeting held on Monday 7 December 2021, the Council considered a report which outlined a list of projects which were proposed to be submitted for grant funding. At that meeting, the Council resolved to submit seven (7) applications. The applications for these projects were subsequently submitted. Four (4) of the seven (7) projects nominated received grant funding. It is now proposed that two (2) of the three (3) unsuccessful projects, ie *Burchell Reserve Redevelopment* and *The Parade Masterplan Stage 1 Upgrade*, be re-submitted for grant funding. These two (2) projects have been presented to the Council as part of its considerations regarding the *Long Term Financial Plan 2021-2031* and as part of the 2021-2022 Budget.

- **Community**

Not Applicable.

- **Staff**

General Manager, Corporate Services
Manager, Economic Development & Strategic Projects
Acting Manager, City Assets
Financial Services Manager
Project Manager, Urban Design & Special Projects
Project Manager, Assets

- **Other Agencies**

Following notification that the *Cruickshank Reserve Unisex Facilities Project* grant application was unsuccessful, Council Staff sought feedback from the Office of Recreation, Sport & Racing (ORSR) to better understand the deficiencies of the application. Council Staff now have a clear understanding of what is required should another application be submitted as part of a future round of the *Grassroots Facilities Grant Funding Program*.

DISCUSSION

As outlined in this report, the State Government recently re-opened the *Open Space Grant Program* and the *Grassroots Facilities Grant Funding Program*. The change in the timing of these grant programs is to enable councils to better align the grant funding with annual budgets.

Open Space Grant Program

The newly created *Open Space Grant Program*, combines the former *Open Space Grant Program* and the *Places for People Grant Funding Program* into one (1) grant program. The objectives of the Grant Program are to:

- improve the conservation, enhancement and enjoyment of public open spaces to provide communities access to quality green public open space for positive health and wellbeing outcomes;
- provide a range of unstructured recreation opportunities compatible with the surrounding environment;
- support innovative engagement processes and creative design outcomes to create unique, well-designed and sustainable public spaces; and
- create or revitalise public spaces that are important to the social, cultural and economic life of the community.

In summary, the Grant Program supports projects that:

- facilitate the integrated delivery of quality public open space particularly in areas of growth and renewal;
- provide a diverse range of high-quality public open spaces that offer a range of active and passive uses;
- improve the way places function, making them more sustainable, more accessible, safer and healthier;
- promote urban greening and climate change resilience; and
- create an interconnected network of high-quality green spaces that join destinations, public transport and growth areas.

Through the *Open Space Grant Program*, Councils may apply for funding for the following types of projects:

1. **Development projects** to enhance and revitalise such as:

- reserves and parks;
- linear parks;
- coastal reserves;
- trails and strategic open space linkages;
- foreshore and riverfront precincts;
- civic plazas;
- town squares; and
- main street precincts.

2. **Land purchases** to support future open space opportunities.

On the basis that the *Burchell Reserve Redevelopment Project* is one of the Council's key projects for 2021-2022 and 2022-2023 financial years and that the detail design and documentation for the *The Parade Masterplan Stage 1 Upgrade Project* is underway, which will subsequently lead to the construction stage of the project, it is recommended that grant applications be submitted again for both the *Burchell Reserve Redevelopment* and *The Parade Masterplan Stage 1 Upgrade* projects. Both of these projects align with at least one (1) of the primary objectives of the Grant Program.

In the event that the Council is successful in receiving grant funding for the *Burchell Reserve Redevelopment Project*, the grant funding will offset the Council's current financial commitment for this project which is \$2.6million. Whilst the construction of the Stage 1 upgrade to The Parade is not scheduled to occur in the Council's Long Term Financial Plan until the 2024-2025 financial year, any grant funding which is received for this project, will require the Council to bring this project forward and realign its priorities in the 2022-2023 Budget.

Given that these two (2) projects have continued to be progressed since the determination of the previous grant funding submissions, it is hopeful that this will better position the Council to receive funding, which will assist with the delivery of these two (2) major strategic projects.

Grassroots Facilities Grant Funding Program – Round 2

The stated objective of the *Grassroots Facilities Grant Funding Program (GFP)* is to increase participation in sport and improve gender equality to support healthier, happier and safer communities. The *GFP* will assist eligible organisations to develop core infrastructure that directly impacts participation through the rational development of good quality, well designed and utilised facilities.

The budget for this round of the GFP is \$10,000,000, entirely sourced from State Government appropriation.

The *Cruickshank Reserve Unisex Facilities Project* was submitted through Round 1 of *Grassroots Facilities Grant Funding Program* but unfortunately was unsuccessful in obtaining grant funding. Whilst the feedback received from the Office for Recreation, Sport and Racing (ORSR), was generally positive and that re-applying with an application that considers and applies the advice received from the ORSR could potentially lend itself to a more positive outcome, this is not recommended at this time, as the Council is already extensively committed both financially and from a human resource perspective to the delivery of a large number of projects. To this end, the successful outcome of the previous round of grant funding applications, has resulted in a large number of major strategic projects being brought forward and are currently being progressed. In addition, whilst the upgrade of the Cruickshank Reserve Facilities is required, it has not been identified in the Council's *Long Term Financial Plan 2021-2031*.

This decision does not preclude the Council from applying for funding under any subsequent funding programs.

OPTIONS

The Council has the following three (3) options available to it in respect to this matter:

1. Resolve to re-apply for grant funding under the State Government's *Open Space Grant Program*, for the *Burchell Reserve Redevelopment* and *The Parade Masterplan Stage 1 Upgrade* Projects and not to reapply for grant funding under the Grassroots Facilities Grant Funding Program for the *Cruickshank Reserve Unisex Facilities Project*.

This is the **recommended** option.

2. Resolve to re-apply for grant funding for all three (3) unsuccessful strategic projects (ie *Burchell Reserve Redevelopment Project*, *The Parade Masterplan Stage 1 Upgrade Project* and the *Cruickshank Reserve Unisex Facilities Project*). This is **not the recommended** option on the basis that this option will have financial impacts.
3. Re-solve to not re-apply for grant funding for any of the three (3) unsuccessful strategic projects (ie *Burchell Reserve Redevelopment Project*, *The Parade Masterplan Stage 1 Upgrade Project* and the *Cruickshank Reserve Unisex Facilities Project*). This is **not the recommended** option, given that the Burchell Reserve Redevelopment Project is currently totally funded by the Council and any grant funding will offset the cost of the project.
4. Re-solve to only apply for the Burchell Reserve Redevelopment Project on the basis that the Council has already allocated a budget for the construction of this project and that any grant funding will simply offset the Council's existing financial commitment. Whilst this is a viable option, not applying for The Parade is a missed opportunity given that this project is within the scope of the endorsed *2021-2031 Long Term Financial Plan* and funding has been allocated for the preparation of detailed design and documentation. This option is therefore **not recommended**.

CONCLUSION

In respect to the grant funding which has been received from a number of Federal and State programs earlier in 2021, the City of Norwood Payneham & St Peters was successful in obtaining a total of \$8,670,347 for four (4) of the seven (7) projects that the Council submitted.

Given the Council's previous success and the significant financial and human resource commitment to deliver these projects, it is recommended that the Council take a more strategic and financially prudent approach to the projects in which it chooses to seek grant funding.

COMMENTS

Whilst the most recent round of grant funding programs yielded positive outcomes for the Council, in terms of both the number of projects that were successful in obtaining funding and also the quantum of grant funding received, it has placed a significant amount of pressure on the Council's resources, both financial and human.

In addition to the four (4) projects that received grant funding the Council is continuing to progress two (2) of the other projects (ie Burchell Reserve and The Parade Redevelopment) despite not receiving grant funding. Obtaining grant funding for these two (2) projects will simply assist the Council financially in their delivery. Whilst all six (6) projects are at different stages of commencement, nonetheless this indicates a substantial infrastructure asset investment which will result in significant benefits for the community.

RECOMMENDATION

1. That grant funding applications be submitted for the *Burchell Reserve Redevelopment Project* and *The Parade Masterplan Stage 1 Upgrade Project*, as part of the current round of the State Government's *Open Space Grant Program*.
2. That a grant funding application for the *Cruickshank Reserve Unisex Facilities Project* not be submitted as part of this round (Round 2) of the *Grassroots Facilities Grant Funding Program*.

12. ADOPTION OF COMMITTEE MINUTES
Nil

13. OTHER BUSINESS
(Of an urgent nature only)

14. CONFIDENTIAL REPORTS

14.1 RESIDUAL & HARD WASTE DISPOSAL CONTRACT

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the Council staff present, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

- (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which –
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - (ii) would, on balance, be contrary to the public interest;

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

RECOMMENDATION 2

Under Section 91(7) and (9) of the *Local Government Act 1999*, the Council orders that the report and discussion be kept confidential for a period not exceeding five (5) years and that this order be reviewed every twelve (12) months.

Under Section 91(7) and (9) of the *Local Government Act 1999* the Council orders that the minutes be kept confidential until the contract has been entered into by all parties to the contract.

14.2 COUNCIL RELATED MATTER

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the General Manager, Governance & Community Affairs, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

- (a) information, the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

RECOMMENDATION 2

Under Section 91(7) and (9) of the *Local Government Act 1999* the Council orders that the question and the response be kept confidential for a period not exceeding five (5) years after which time the order will be reviewed.

15. CLOSURE