NOTICE TO THE MAYOR AND COUNCILLORS.
An ordinary meeting of the Council of the City of Prospect will be held in the Civic Centre, 128 Prospect Road, Prospect on **Tuesday 28 November 2017 at 7.00pm**

AGENDA

Members of the public are advised that meetings of Council are video recorded and the recordings of the open session of the meeting will be made available on Council's website for a period of 2 months

1. Opening
- 1.1 Acknowledgment of the Kaurna people as the traditional custodians of the land
- 1.2 Council Pledge
- 1.3 Declaration by Members of Conflict of Interest

2. On Leave - Nil

3. Apologies – Cr T Evans

4. Confirmation of Minutes of the Ordinary Meeting of Council held on Tuesday 24 October 2017 and the Special Council Minutes held on Tuesday 14 November 2017

5. Mayors Report
(Page 1-2)

6. Verbal Reports from Council Representatives on Local Government or Community Organisations

7. Petitions - Nil

8. Deputations

- 8.1 Klinton Devenish and Martin Richards – Broadview Tennis Club

9. Motions on Notice

- 9.1 Deputy Mayor M Groote – Traffic and Speed Management
(Page 3)

10. Questions with Notice - Nil

11. Questions without Notice

12. Minutes of Committees / Regional Subsidiaries / Other Bodies

12.1 Strategic Planning and Development Policies Committee Meeting Minutes 13/11/2017
(Pages 4-7, Recommendations on Page 4)

13. Reports for Decision

13.1 Annual Delegations Review November 2017
(Pages 8-127, Recommendation on Pages 9-10)

13.2 City of Prospect Annual Report 2016/2017
(Pages 128-130, Recommendation on Page 128)

13.3 Appointment of Deputy Mayor
(Pages 131-133, Recommendation on Page 131)

13.4 First Budget Review 2017-2018
(Pages 134-157, Recommendation on Page 135)

13.5 General Purpose Financial Statements for the Year Ended 30 June 2017
(Pages 158-220, Recommendation on Page 159)

13.6 GigCity Adelaide – Funding Application
(Pages 221-352, Recommendation on Page 222)

13.7 George Whittle Reserve Master plan
(Pages 353-372, Recommendation on Page 354)

13.8 Charles Cane / Parndo Yerta Reserve Master Plan
(Pages 373-392, Recommendation on Page 374)

13.9 Traffic Conditions on Edwin Avenue, Rutherglen Avenue, Galway Avenue and North East Road
(Pages 393-464, Recommendation on Page 394)

13.10 North Park Lands Concept Plan Proposal
(Pages 465-478, Recommendation on Page 465)

13.11 Community Engagement Charter 2017 Consultation Draft Response to State Planning Commission
(Pages 479-545, Recommendation on Page 480)

13.12 Anchovy Bandit - Application for Liquor Licence
(Pages 546-573, Recommendation on Page 547)

14. Protocol

The Council has adopted the protocol that only those items on the Council Agenda provided for information (to receive and note) may adopted without further discussion.

15. Reports for Information

15.1 Strategic Plan to 2020 Information Report
(Pages 574-597, Recommendation on Page 574)

15.2 Project Update – Community Hub, Library & Innovation Centre
(Pages 598-629, Recommendation on Page 598)

15.3 Local Government Grants Commission Funding 2017-2018
(Pages 630-636, Recommendation on Page 630)

15.4 Sign Removal in City of Prospect
(Pages 637-639, Recommendation on Page 637)

15.5 Report on Liquor Licence Complaints
(Pages 640-652, Recommendation on Page 641)

15.6 Council Member Allowances 2017-2018
(Pages 653-663, Recommendation on Page 653)

15.7 Rose Street/Myrtle Street Carpark and Events Traffic Support
(Pages 664-676, Recommendation on Page 666)

16. Council Diary

Date	Event Details
Sunday 26 November 2017 – Sunday 21 January 2018	**9th Prospect Portrait Prize** Prospect Gallery, Thomas Street, Nailsworth
Friday 1 December 2017 (6.30pm)	**Annual Prospect Blair Athol Lions Club Christmas Carols** The Prospect Blair Athol Lions Club and City of Prospect present a community celebration of Christmas Prospect Memorial Gardens, Menzies Crescent, Prospect
Friday 1 December 2017 (5pm – 8pm)	**Vibes in Vine Street** Pop up bar, cool tunes, good food available locally Vine Street Plaza, Prospect
Saturday 2 December 2017 (9.00am)	**Prospect Eco-Market** Prospect Local Environment Group Event Prospect Town Hall & Vine Street Plaza, 126 Prospect Road, Prospect
Friday 8 December 2017 (11.00am)	**Gina Hogan – The Christmas Belle** Out of the Square Event Prospect Town Hall, 126 Prospect Road, Prospect
Friday 8 December 2017 (5.00pm – 8.00pm)	**Vibes in Vine Street** Pop up bar, cool tunes, good food available locally Vine Street Plaza, Prospect
Friday 8 December 2017 (7.00pm)	**Solo Hardcode, Alt Blues & Roots with Special Guests "Gwyn Ashton & Kennett Band"** Club5082 Event Prospect Town Hall, 126 Prospect Road, Prospect
Friday 15 December 2017 (5.00pm – 8.00pm)	**Vibes in Vine Street** Pop up bar, cool tunes, good food available locally Vine Street Plaza, Prospect
Friday 15 December 2017 (7.00pm)	**SKA party! Fistful of Trojans, Katie Pomery, Old School Andy!** Club5082 Event Prospect Town Hall, Prospect Road Prospect

17. General Business – Urgent Business

Council has resolved that an Agenda Item "General Business – Urgent Matters" be included on the agenda to enable members to raise matters of a genuinely urgent nature, is not a change to Council Policy and cannot wait until the next Council meeting recognising that the leave of meeting will be required for each item on each occasion.

18. Confidential Items - Nil

19. Closure

Cate Hart
Chief Executive Officer

23 November 2017

AGENDA ITEM NO.: **5**

TO: Council on 28 November 2017

FROM: Mayor David O'Loughlin

REPORT AUTHOR: Sadie Lovering, Executive Assistant to Mayor

SUBJECT: Mayoral Monthly Report

This report covers the period from 25 October 2017 - 28 November 2017

In brief, the Mayoral activities have included the following:

1. Activities

- Hosted the City of Prospect Podcast Launch – Digital Hub
- Attended the Annual Select Architect's Luncheon
- Attended the Blackfriars Priory School - 2017 Academic Assembly
- Officially Opened the 2017 City of Prospect Spring Fair at Broadview Oval
- Guest Speaker at City of Prospect All Staff Meeting
- Officially Opened the Expression of Interest Launch of 82 Johns Road and 218 Main North Road at the Tram Barn
- Attended Vibes on Vine Street – Vine Plaza
- Attended the Local Government Association SA Conference Dinner

2. Meetings

- Regular Meetings with CEO, Directors and Staff
- Council Workshops
- Council Agenda Review and Council Meeting
- Local Government Association (LGA) Procurement Board of Directors Meeting
- Collaborative Advisory Team meeting
- State Commission Assessment Panel meetings
- Community Hub, Library & Innovation (CLIC) Project Executive Group Meetings
- Meeting with Equal Opportunity Commissioner, Dr Niki Vincent – re Employment Strategies and Opportunities for Young and Marginalised
- Strategic Policy and Development Plan Committee
- Meeting with Minister Mullighan and Cate Hart – re Devonport Railway Corridor
- Broadview Tennis Club Site Visit and Meeting with Committee Members, Klinton Devenish and Martin Richard and Development Policies Committee (SPDPC) Meeting
- Local Government Association Conference and Annual General Meeting – Voting Delegate
- Meeting with JPE – re CLIC Design Review
- Architecture Museum Advisory Board UNI SA

3. Other

- Media Enquiries
- Various Phone Calls, Emails, Letters, etc
- Correspondence and Meetings with Constituents and Councillors

4. President of ALGA Activities and Meetings

I have attended to a range of correspondence, emails, telephone enquiries and face to face meetings. Below are other commitments during this period:

- Guest Speaker at the Local Government Association SA – Council Members Forum
- ALGA Board Meeting – Albany, WA
- Officially Opened and Chaired the National Local Roads and Transport Congress – Albany, WA
- Attended the National Local Roads and Transport Congress Dinner – Albany, WA
- Attended the Transport and Infrastructure Ministerial Council Meeting and Dinner – Hobart, Tas
- Guest Speaker at the Local Government Association SA Conference
- Guest Speaker at the Commonwealth Local Government Conference 2017 - Malta
- Attended the Commonwealth Local Government Cultural Evening Gala Dinner – Malta

I thank the Deputy Mayor for serving during my absence on ALGA business including but not limited to:

- Presenting Awards at The Golf Croquet Presentation Event– North Adelaide Croquet Club
- Attending the 2017 Credit Union Christmas Pageant - City of Adelaide Viewing Platform and After Pageant Party
- Officially Opening 50SIXONE Dessert Bar
- Attending the Eastern Region Alliance CEO's and Mayor's Group Meeting
- Presenting Awards at the Association Croquet Presentation Event – North Adelaide Croquet Club

I would be grateful if an elected member would move this report.

David O'Loughlin
Mayor

AGENDA ITEM NO.: **9.1**

TO: Council on 28 November 2017

FROM: Chief Executive Officer

SUBJECT: Notice of Motion from Deputy Mayor Mark Groote – Traffic and Speed Management

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12(2) The notice of motion must be given to the Chief Executive Officer at least 5 clear days before the date of the meeting at which the motion is to be moved.

1. Deputy Mayor Mark Groote*,* having complied with the provisions of **Regulation 12(2) of the "Local Government (Procedures at Meetings) Regulations 2013"** will move:

"(1) Advice be provided on the process required, subject to Council initiation, to implement a 40kmh speed limit across the City of Prospect, with the exception of main roads.

(2) A workshop topic be scheduled prior to 15 March 2018 to discuss:

- **The preference (or otherwise) to apply a 40kmh speed limit across the City of Prospect.**
- **The process required, and implications and costs involved in implementing the above**
- **New thinking on local area traffic management, including a critical review of the precinct by precinct approach, and consideration of the range of traffic calming solutions for local streets.**

(3) A report be presented to Council by February 2018 providing an update on the review of the Memorial Gardens traffic and speed management motion that was due to be tabled at council in March 2017."

AGENDA ITEM NO.: **12.1**

TO: Council on 28 November 2017

DIRECTOR: Nathan Cunningham, Director Community & Planning

REPORT AUTHOR: Megan Gillett, Executive Assistant - Director Community & Planning

SUBJECT: Strategic Planning & Development Policies Committee Meeting Minutes – 13 November 2017

Please note: the full Agenda of this Strategic Planning and Development Policies Committee meeting is available on the website via the link below.

Strategic Planning and Development Policies Committee Meeting Agenda 13/11/2017

1. RECOMMENDATION

(1) The Minutes of the Strategic Planning and Development Policies Committee Meeting held on Monday 13 November 2017 be received (as presented in **Attachments 1-3**).

ATTACHMENTS

Attachments 1-3: Strategic Planning and Development Policies Committee Minutes 13/11/2017

SUBJECT TO CONFIRMATION

MINUTES OF THE MEETING OF THE STRATEGIC PLANNING AND DEVELOPMENT POLICIES COMMITTEE HELD IN THE CIVIC CENTRE, 128 PROSPECT ROAD, PROSPECT ON MONDAY 13 NOVEMBER 2017 AT 7.30PM

PRESENT:

Presiding Member:	Mayor D O'Loughlin
Committee:	Cr K Barnett, Cr A De Backer Cr M Lee, Cr M Larwood

IN ATTENDANCE:

Nathan Cunningham	Acting Chief Executive Officer
Darren Starr	Manager Development Services
Scott McLuskey	Senior Development Officer (Planning)
Megan Gillett	Minute Secretary

1. ON LEAVE:

Nil.

2. APOLOGIES:

Nil

3. CONFIRMATION OF MINUTES:

Cr De Backer moved, Cr Lee seconded

(1) The Minutes of the Strategic Planning and Development Policies Committee Meeting held on 9 August 2017 be taken as read and taken as a true record.

Carried

4. PRESIDING MEMBER'S REPORT:

Nil.

5. QUESTIONS WITH NOTICE:

Nil.

6. DEPUTATIONS:

Nil.

7. NOTICES OF MOTION:

Nil.

8. DECLARATION BY MEMBERS OF CONFLICT OF INTEREST:

Nil.

9. PROTOCOL

As per Council's protocol, only those items reserved by members will be debated.

Mayor O'Loughlin reserved Items 10.1 and 10.2.

The Presiding Member sought leave of the meeting to suspend meeting procedures to discuss Item 10.1 until 8.30pm.

Attachment

Leave granted.

Meeting procedures were suspended at 7.34 pm.

Meeting procedures resumed at 8.30pm.

The Presiding Member sought leave of the meeting to suspend meeting procedures to discuss Item 10.1 until 9.00pm.

Leave granted.

Meeting procedures were suspended at 8.30pm.

Meeting procedures resumed at 9.00pm.

The Presiding Member sought leave of the meeting to suspend meeting procedures to discuss Item 10.1 until 9.30pm.

Leave granted.

Meeting procedures were suspended at 9.00pm.

Meeting procedures resumed at 9.30pm

10. REPORTS OF DIRECTOR COMMUNITY & PLANNING:

Item 10.1 Draft Urban Corridor Zone and Interface Areas Policy Review DPA – For Approval

Recommendation

Cr Barnett moved, Cr Lee seconded.

(1) Strategic Planning and Development Policies Committee having considered Item 10.1 Draft Urban Corridor Zone and Interface Areas Policy Review DPA - For Approval receives and notes the Report.

(2) Council is advised that the Strategic Planning and Development Policies Committee supports the proposed changes to the Prospect (City) Development Plan as described in the Urban Corridor Zone and Interface Areas Policy Review Development Plan Amendment – The Amendment - For Approval subject to;

a. amendment of PDC 8 Urban Corridor Zone relating to overlooking in particular the prevention of loss of privacy within 45 metres and minimizing loss of privacy beyond 45 metres;

b. amendment of the desired character statement of the Urban Corridor Zone to give clear preference to the paramount issues being;
   - design and appearance,
   - bulk and scale (in particular height),
   - material quality and durability,
   - overlooking and preservation of adjacent privacy/amenity, and
   - landscaping;

Attachment

c. amendment of the relevant PDC(s) to address the desire for clothes drying (and similar activities) above ground level to be obscured from external view and improve privacy for balcony users.

(3) That the Strategic Planning and Development Policies Committee recommend that the Chief Executive Officer is authorised to sign the Schedule 4B Certificate 4B that confirms that the amendment to the Development Plan is suitable for approval.

(4) That the Strategic Planning and Development Policies Committee recommend delegated authority be given to the CEO to authorise any minor changes to the DPA that may be necessary prior to submission to the Minister for Planning.

Carried unanimously

Item 10.2 Community Engagement Charter 2017 Consultation Draft

Recommendation

Cr Barnett moved, Cr Larwood seconded

(1) Strategic Planning and Development Policies Committee having considered Item 10.2 Community Engagement Charter 2017 Draft for Consultation receives and notes the Report.

(2) Recommends that Council staff provide a draft submission to Council prior to presenting to the State Planning Commission on the issues as outlined in the discussion of this Report and request further detail as to how the Community Engagement Charter will apply to the generation of or amendment to Development Plans or Design Codes.

Carried unanimously

11. QUESTIONS WITHOUT NOTICE:

Nil.

12. GENERAL BUSINESS:

Nil.

13. GENERAL BUSINESS – Urgent Matters:

Nil.

14. CONFIDENTIAL ITEMS:

Nil.

15. CLOSURE:

The meeting closed at 9.59pm

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Mayor David O'Loughlin
Presiding Member

Attachment

AGENDA ITEM NO.: **13.1**

TO: Council on 28 November 2017

DIRECTOR: Ginny Moon, Corporate Services

REPORT AUTHOR: Jo-Ann Tanti, Manager Governance & Administration

SUBJECT: Annual Delegations Review November 2017

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1. EXECUTIVE SUMMARY

The *Local Government Act 1999* provides that Council may delegate a power or function vested or conferred under this or another Act, where other Acts may also contain a specific power of delegation.

Delegations made by Council can be made to a Council committee, a subsidiary of the Council, an employee of the Council, or an authorised person. Other Acts may specify different delegates than the *Local Government Act 1999*.

As a matter of best practice it is usual for delegations to be made by Council to the Chief Executive Officer (CEO). Once the delegations to the CEO have been made, it is appropriate for the CEO to make sub-delegations to the relevant Council officers or such other bodies as are allowable. A delegation made pursuant to Section 44 is revocable at will and does not prevent Council from acting in a matter.

Summary of changes are provided in the table below:

Legislation	Change	Summary
Dog & Cat Management Act 1995	Amended legislation	Replace current instrument with new instrument. New industry standards and guidelines.
Local Government Act 1999	Amended legislation	Changes to Certificate of Liabilities requirement. Section 187(1)
	Additional legislation	Implementation of Building Upgrade Agreements. Schedule 1B Clause 2(1), 2(3), 2(4), 4, 5(1), 5(2), 6(1), 6(2), 7(2), 7(3), 9(1), 9(2), 9(3), 10(2), 10(3), 13(1) and 13(3)
Heavy Vehicle National Law Act 2013	Amended legislation	Increased definition Section 174(2)
Housing Improvement Act 1940	This Act was repealed on 3 April 2017 by Schedule 1 clause 22 of the new *Housing Improvement Act 2016*.	
Planning, Development and Infrastructure Act 2016	New legislation	New Instrument sections coming into effect.
Road Traffic Act 1961 (SA)	Additional legislation	Road Closing and Exemptions for Certain Events. Section 33(2)
Work Health Safety Act 2012	Amended legislation	Industrial Relations Commission replaced by South Australian Employment Tribunal (SAET). Section 65(1) and 229(1)

2. RECOMMENDATION

That Council having conducted an annual review of the Delegations Register in accordance with Section 44(6) of the *Local Government Act 1999*, the Council:

1. **Revocations**

1.1 Hereby revokes its previous delegations to the Chief Executive Officer of those powers and functions under the following:

1.1.1 *Dog & Cat Management Act 1995*

1.1.2 *Heavy Vehicle National Law (South Australia) Act 2013*

1.1.3 *Housing Improvement Act 1940*

1.1.4 *Local Government Act 1999*

1.1.5 *Road Traffic Act 1961 (SA), Road Traffic (Miscellaneous) Regulations 2014 and Road Traffic (Road Rules – Ancillary and Miscellaneous Provisions) Regulations 2014*

1.1.6 *Work Health and Safety Act 2012*

2. **Delegations made under *Local Government Act 1999***

2.1 In exercise of the power contained in Section 44 of the *Local Government Act 1999* the powers and functions under the following Acts and specified in the proposed Instruments of Delegation contained in **Attachment 1-103** (each of which is individually identified as indicated below) are hereby delegated this 28 of November 2017 to the person occupying the office of Chief Executive Officer subject to the conditions and or limitations specified herein or in the Schedule of Conditions in each such proposed Instrument of Delegation.

2.1.1 *Dog & Cat Management Act 1995* (**Attachment 1-10**)

2.1.2 *Heavy Vehicle National Law (South Australia) Act 2013* (**Attachment 11-15**)

2.1.3 *Local Government Act 1999* (**Attachment 16-83**)

2.1.4 *Planning, Development and Infrastructure Act 2016* (**Attachment 84-92**).

2.1.5 *Road Traffic Act 1961 (SA), Road Traffic (Miscellaneous) Regulations 2014 and Road Traffic (Road Rules – Ancillary and Miscellaneous Provisions) Regulations 2014* (**Attachment 93-97**)

2.1.6 *Work Health and Safety Act 2012* (**Attachment 98-103**)

2.2 Such powers and functions may be further delegated by the Chief Executive Officer in accordance with Sections 44 and 101 of the Local Government Act 1999 as the Chief Executive sees fit, unless otherwise indicated herein or in the

Schedule of Conditions contained in each such proposed Instrument of Delegation.

3. **Authorisations and Sub delegation under the Road Traffic Act 1961**

3.1 In accordance with the Instrument of General Approval and Delegation to Council dated 22 August 2013 from the Minister for Transport and Infrastructure (the 'Instrument') the Council authorises the following person(s) pursuant to Clause A.7 of the Instrument to endorse Traffic Impact Statements for the purposes of Clause A of the Instrument provided that such person(s) shall take into account the matters specified in Clause A.7 of the Instrument in respect of Traffic Impact Statements:

Simon Bradley

3.2 In accordance with Clause A.7 of the Instrument, the Council is of the opinion that the following person(s) is/are experienced traffic engineering practitioner(s) for the purposes of preparing a Traffic Impact Statement as required by Clause A.7 of the Instrument:

Simon Bradley

3.3 In exercise of the power contained in, and in accordance with, Clause G.1 of the Instrument, the power contained in Section 33(1) of the Road Traffic Act 1961 and delegated to the Council pursuant to Clause G of the Instrument and contained in the proposed Instrument of Sub delegation (annexed to the Report dated 28 November 2017 and entitled Sub delegation to the Chief Executive Officer under the *Road Traffic Act 1961* made in accordance with the Instrument of General Approval and Delegation to Council dated 22 August 2013 from the Minister for Transport and Infrastructure and marked **Attachment 104-115**) is hereby sub-delegated this 28th day of November 2017 to the person occupying the office of Chief Executive Officer of the Council subject to:

(i) the conditions contained in the Instrument; and

(ii) any conditions contained in this Resolution or in the Instrument of Sub delegation; and

(iii) the creation of a separate instrument in writing reflecting such sub delegation under the Instrument and this Resolution.

3.4 In accordance with Clause E.2 of the Instrument, the Council is of the opinion that the following person(s) has (have) an appropriate level of knowledge and expertise in the preparation of traffic management Plans:

Simon Bradley; Helen Robins

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local* Government *Act 1999 Section 44*

Corporate Governance & Internal Control Framework.

Strategic Plan to 2020 Theme 4 – Services "Leaders of the sector providing efficient, responsive, accessible services"

Strategy 4.4 Accountable and people-focused services	The exercising of delegated powers requires a professionally developed workforce that has the knowledge and skills expected to complete projects and programs efficiently and with the accountability as outlined within Councils Corporate Governance Framework.

Intelligent Community Indicators

There are no direct links to the indicators.

4. REGIONAL IMPACT

City of Prospect legislative delegations provide limited direct benefit or detriment on a regional perspective.

5. COMMUNITY INVOLVEMENT

There is no community engagement requirements associated with this report.

6. DISCUSSION

Council maintains a register of delegations in accordance with the requirements of the *Local Government Act 1999*, where at times legislation upon which the Council make its delegations may change or be introduced. On the occasion where a legislative change has occurred the Council may be required to undertake a periodic review of the relevant delegations. A periodic review is separate to the requirements of Section 44(6) of the Act, where the review of all delegations occurs on an annual basis.

The annual review has included the implementation of a Delegations Governance system under the auspice of Council's Information Technology Team. The new RelianSys software (Advent Manager) required the inputting of legislative delegations that currently exist within all Acts the council operate under. This provided an opportunity to incorporate the establishment of the new system along with the annual review.

Financial and Resource Implications

There is no known resourcing impact required of this decision.

7. CONCLUDING STATEMENTS

It is general practice to ensure that head delegations have been provided to the Chief Executive Officer (CEO) to allow for sub-delegations and authorisations to be made to the appropriate employees, enabling compliance with legislative requirements.

The summary of changes provided as outlined in the executive summary, have been incorporated into the Instruments of Delegations provided as attachments, all of which are presented in the new format offered by Advent Manager. No other changes to delegations are proposed at this time.

ATTACHMENTS

Attachments 1-10: Instrument of Delegation under the Dog and Cat Management Act 1995

Attachments 11-15: Instrument of Delegation to Delegations under the Heavy Vehicle National Law (South Australia) Act 2013

Attachments 16-83: Instrument of Delegation under the Local Government Act 1999

Attachments 84-92: Instrument of Delegation under the Planning, Development and Infrastructure Act 2016

Attachments 93-97: Instrument of Delegation under the Road Traffic Act 1961, Road Traffic (Miscellaneous Regulations 2014 and Road Traffic (Road Rules – Ancillary and Miscellaneous Provisions) Regulations 2014

Attachments 98-103: Instrument of Delegation under the Work Health Safety Act 2012

Attachments 104-115: Minister for Transport and Infrastructure, Instrument of General Approval and Delegation

Instrument of Delegation under the Dog and Cat Management Act 1995

Preamble

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

Delegation Sources

- Dog and Cat Management Act 1995

Titles

- CEO: Chief Executive Officer

Attachment

Instrument of Delegation under the Dog and Cat Management Act 1995

Dog and Cat Management Act 1995			
#	**Item Delegated**	**Conditions and Limitations**	**Delegate**
159404	1. Appointment of Authorised Persons 1.1 The power pursuant to Section 25A(1) of the Dog and Cat Management Act 1995 (the Act) to appoint suitable persons (other than members of the Council) to be authorised persons for the purposes of the Act.	Nil.	CEO
159422	1. Appointment of Authorised Persons 1.2 The power pursuant to Section 25A(2) of the Act to make an appointment subject to conditions specified in the instrument of appointment.	Nil.	CEO
159423	1. Appointment of Authorised Persons 1.3 The power pursuant to Section 25A(3) of the Act to, at any time, revoke the appointment of an authorised person, or vary or revoke the conditions of appointment of an authorised person.	Nil.	CEO
159405	2. Identification of Authorised Persons 2.1 The power pursuant to Section 25B(1) of the Act to issue to an authorised person an identity card in a form approved by the Board.	Nil.	CEO
159406	2. Identification of Authorised Persons 2.2 The power pursuant to Section 25B(2) of the Act, if the powers of the authorised person have been limited by conditions, to issue an identity card to the person containing a statement of those conditions.	Nil.	CEO
159407	3. Area Limitation on Authorised Persons Appointed by Councils 3.1 The power pursuant to Section 25C(c) of the Act to arrange with another council for an authorised person appointed by the Council to exercise powers under the Act within the area of the other council.	Nil.	CEO
159408	4. Council Responsibility for Management of Dogs and Cats 4.1 The power pursuant to Section 26 of the Act to administer and enforce the provisions of the Act relating to dogs and	Nil.	CEO

Attachment

Dog and Cat Management Act 1995			
	cats within the Council area and for that purpose to:		
160997	4. Council Responsibility for Management of Dogs and Cats 4.1.1 maintain a register of dogs containing information required by the Board (which may be kept in the form of a computer record); and	Nil.	CEO
160998	4. Council Responsibility for Management of Dogs and Cats 4.1.2 ensure that the Board is provided with information contained in the register as required by the Board from time to time; and	Nil.	CEO
160999	4. Council Responsibility for Management of Dogs and Cats 4.1.3 maintain such other registers as may be required by the Board; and	Nil.	CEO
161000	4. Council Responsibility for Management of Dogs and Cats 4.1.4 make the registers kept under the Act available for inspection by members of the public in accordance with any guidelines issued by the Board; and	Nil.	CEO
161001	4. Council Responsibility for Management of Dogs and Cats 4.1.5 if guidelines issued by the Board so require, limit inspection of a register or part of a register kept under the Act by members of the public; and	Nil.	CEO
161002	4. Council Responsibility for Management of Dogs and Cats 4.1.6 appoint a suitable person to be Registrar; and	Nil.	CEO
161003	4. Council Responsibility for Management of Dogs and Cats 4.1.7 make satisfactory arrangements for issuing and replacing certificates of registration and registration discs; and	Nil.	CEO
161004	4. Council Responsibility for Management of Dogs and Cats 4.1.8 appoint at least 1 full time authorised person or make other satisfactory arrangements for the exercise of the functions and powers of authorised persons; and	Nil.	CEO
161005	4. Council Responsibility for Management of Dogs and Cats 4.1.9 make satisfactory arrangements for the detention of dogs seized under the Act (and make such arrangements for cats seized under the Act); and	Nil.	CEO
161006	4. Council Responsibility for Management of Dogs and Cats		CEO

Attachment

Dog and Cat Management Act 1995			
	4.1.10 make satisfactory arrangements for fulfilling other obligations under the Act.	Nil.	
159409	4. Council Responsibility for Management of Dogs and Cats 4.2 The power pursuant to Section 26(1a) of the Act, to without limiting Section 26(2) of the Act, nominate a facility approved by the Board at which dogs or cats may be detained.	Nil.	CEO
159410	4. Council Responsibility for Management of Dogs and Cats 4.3 The power pursuant to Section 26(4) of the Act to keep separate accounts of money received under the Act and of money expended in the administration and enforcement of the provisions of the Act relating to dogs and cats.	Nil.	CEO
159411	4. Council Responsibility for Management of Dogs and Cats 4.4 The power pursuant to Section 26(5) of the Act to pay into the Fund the percentage fixed by regulation of the dog registration fees received by the Council.	Nil.	CEO
159412	4. Council Responsibility for Management of Dogs and Cats 4.5 The power pursuant to Section 26(6) of the Act to charge: 4.5.1 fees for the provision of extracts from registers kept under the Act; and 4.5.2 fees for the receipt and management of information relating to a register contemplated by Section 26(1)(ac) of the Act; and 4.5.3 fees which may be differential but which must not exceed an amount prescribed by the regulations for the purposes of paragraph (b) of Section 26(6) of the Act: 4.5.3.1 for the registration of dogs or businesses under Part 4 of the Act; and 4.5.3.2 for the late payment of registration fees; and 4.5.3.3 for meeting any other requirement imposed on the Council under the Act.	Nil.	CEO
159413	4. Council Responsibility for Management of Dogs and Cats 4.6 The power pursuant to Section 26(7) of the Act, in the case of a standard dog or cat, to, provide for a percentage rebate of a fee that would otherwise be charged for the registration of a dog or cat under the Act.	Nil.	CEO
159414	5. Plans of Management Relating to Dogs and Cats	Nil.	CEO

Attachment

Dog and Cat Management Act 1995			
	5.1 The power pursuant to Section 26A(1) of the Act to in accordance with Sections 26A(2) and (3) of the Act, prepare a plan relating to the management of dogs and cats within the Council area.		
159415	5. Plans of Management Relating to Dogs and Cats 5.2 The power pursuant to Section 26A(5) of the Act to amend a plan of management at any time during the course of the 5 year period covered by the plan, with the approval of the Board.	Nil.	CEO
159416	6. Rectification of Register 6.1 The power pursuant to Section 39 of the Act upon application by any person aggrieved by an entry in the register, to rectify the register.	Nil.	CEO
159417	7. Destruction and Control Orders 7.1 The power pursuant to Section 50(1) of the Act to, in accordance with Division 3 of Part 5 of the Act, make an order of any of the following classes in relation to a specified dog: 7.1.1 a Destruction Order; 7.1.2 a Control (Dangerous Dog) Order; 7.1.3 a Control (Menacing Dog) Order; 7.1.4 a Control (Nuisance Dog) Order; 7.1.5 a Control (Barking Dog) Order.	Nil.	CEO
159418	7. Destruction and Control Orders 7.2 The power pursuant to Section 50(2)(b) of the Act to approve some other place to the place specified in the order for a dog to be kept or detained until destroyed.	Nil.	CEO
159419	8. Grounds on Which Orders May be Made 8.1 The power pursuant to Section 51 of the Act to make an order in relation to a dog under Division 3 of Part 5 of the Act, if satisfied that: 8.1.1 in the case of a Destruction Order: 8.1.1.1 the dog is unduly dangerous; and	Nil.	CEO

Attachment

Dog and Cat Management Act 1995			
	8.1.1.2 the dog has attacked, harassed or chased a person or an animal or bird owned by or in the charge of a person in circumstances that would constitute an offence against the Act; or		
159420	8. Grounds on Which Orders May be Made 8.1.2 in the case of a Control (Dangerous Dog) Order: 8.1.2.1 the dog: (a) is dangerous; and (b) has attacked, harassed or chased a person or an animal or bird, or is likely to do so, in circumstances that would constitute an offence against the Act or any other Act; or 8.1.2.2 the dog is subject to an order made under a law of another jurisdiction that corresponds with a Control (Dangerous Dog) Order; or	Nil.	CEO
159421	8. Grounds on Which Orders May be Made 8.1.3 in the case of a Control (Menacing Dog) Order: 8.1.3.1 the dog: (a) is menacing; and (b) has attacked, harassed or chased a person or an animal or bird, or is likely to do so, in circumstances that would constitute an offence against the Act or any other Act; or 8.1.3.2 the dog is subject to an order made under a law of another jurisdiction that corresponds with a Control (Menacing Dog) Order; or	Nil.	CEO
159424	8. Grounds on Which Orders May be Made 8.1.4 in the case of a Control (Nuisance Dog) Order: 8.1.4.1 the dog: (a) is a nuisance; and (b) has attacked, harassed or chased a person or an animal or bird, or is likely to do so, in circumstances that would constitute an offence against the Act or any other Act; or 8.1.4.2 the dog is subject to an order made under a law of another jurisdiction that corresponds with a Control (Nuisance Dog) Order; or	Nil.	CEO
159425	8. Grounds on Which Orders May be Made		CEO

Attachment

Dog and Cat Management Act 1995			
	8.1.5 in the case of a Control (Barking Dog) Order: 8.1.5.1 the dog is a nuisance; and 8.1.5.2 the dog has created noise by barking or otherwise in circumstances that would constitute an offence against the Act or any other Act.	Nil.	
159426	9. Procedure for Making and Revoking Orders 9.1 The power pursuant to Section 52(1) of the Act to: 9.1.1 make an order under Division 3 of Part 5 of the Act on the Delegate's own initiative or on an application made in a manner and form determined by the Council or the Delegate; and 9.1.2 to determine the manner and form of an application for an order under Division 3 of Part 5 of the Act.	Nil.	CEO
159427	9. Procedure for Making and Revoking Orders 9.2 The power pursuant to Section 52(1) of the Act before making an order under Division 3 of Part 5 of the Act, to take reasonable steps: 9.2.1 to ascertain all persons who own or are responsible for the control of the dog; and 9.2.2 to give each of the persons so ascertained at least 7 days written notice: 9.2.2.1 identifying the dog in relation to which is it is proposed that the order be made; 9.2.2.2 setting out the terms of the proposed order; and 9.2.2.3 inviting the owner or other person to make submissions to the Council or the Delegate in respect of the matter within 7 days or such longer period as is allowed by the Council or the Delegate.	Nil.	CEO
159428	9. Procedure for Making and Revoking Orders 9.3 The power pursuant to Section 52(2) of the Act to: 9.3.1 make an order in the manner and form required by the Board; and 9.3.2 note an order in the register kept by the Council under the Act.	Nil.	CEO
159429	9. Procedure for Making and Revoking Orders		CEO

Attachment

Dog and Cat Management Act 1995			
	9.4 The power pursuant to Section 52(3) of the Act to take all reasonable steps to give a copy of the order to each person who owns or is responsible for the control of the dog.	Nil.	
159430	9. Procedure for Making and Revoking Orders 9.5 The power pursuant to Section 52(4) of the Act to revoke an order made by the Council by written notice to the person who owns or is responsible for the control of the dog.	Nil.	CEO
159431	9. Procedure for Making and Revoking Orders 9.6 The power pursuant to Section 52(5) of the Act to enter a note of the revocation in the register kept by the Council under the Act.	Nil.	CEO
159432	9. Procedure for Making and Revoking Orders 9.7 The power pursuant to Section 52(6) of the Act to, at the request of the Board, note in the register kept under the Act an order made by the Board.	Nil.	CEO
159433	10. Directions About How to Comply with Order 10.1 The power pursuant to Section 53(1) of the Act to issue, from time to time, written directions to a person who owns or is responsible for the control of a dog subject to an order under Division 3 of Part 5 of the Act about how the order may be complied with in the area of the Council.	Nil.	CEO
159434	11. Power of Court to Order Destruction or Control of Dog on Application 11.1 The power pursuant to Section 59 of the Act to apply to the Magistrates Court for any order in relation to a dog that the Court could have made if the proceedings had been criminal proceedings under the Act.	Nil.	CEO
159435	12. Prohibition Orders 12.1 The power pursuant to Section 59A(1) of the Act to, in accordance with Division 3 of Part 5 of the Act, make a Prohibition Order against a person.	Nil.	CEO
159436	12. Prohibition Orders 12.2 The power pursuant to Section 59A(2)(b)(ii) of the Act to approve some other place to that specified in the order for a dog to be kept or detained until destroyed or disposed of.	Nil.	CEO
159437	12. Prohibition Orders 12.3 The power pursuant to Section 59A(3) of the Act upon the Delegate's own initiative or on application, to make a Prohibition Order against a person if satisfied that, subject to Section 59A(4) of the Act:	Nil.	CEO

Attachment

Dog and Cat Management Act 1995			
	12.3.1 while the person owned or was responsible for the control of a dog, the dog attacked, harassed or chased a person or animal or bird owned by or in the charge of a person in circumstances that would constitute an offence against the Act; and 12.3.2 – 12.3.2.1 the dog was already subject to a Destruction Order or a Control (Dangerous Dog) Order; or 12.3.2.2 during the 5 years preceding the event referred to in Section 59A(3)(a) of the Act, a Destruction Order or a Control (Dangerous Dog) Order was made in relation to some other dog on grounds that arose while the person owned or was responsible for the control of that other dog.		
159438	12. Prohibition Orders 12.4 The power pursuant to Section 59A(3a) of the Act to, on the Delegate's own initiative or on application, make a Prohibition Order against a person if satisfied that the person is subject to a supervision order under Section 269O of the Criminal Law Consolidation Act 1935.	Nil.	CEO
159439	12. Prohibition Orders 12.5 The power pursuant to Section 59A(5) of the Act to: 12.5.1 make an order in the manner and form required by the Board, and 12.5.2 record the order in a manner and form approved by the Board, and keep the record readily available for public inspection.	Nil.	CEO
159440	12. Prohibition Orders 12.6 The power pursuant to Section 59A(6) of the Act to revoke an order made by the Council by written notice to the person against whom the order was made.	Nil.	CEO
159441	12. Prohibition Orders 12.7 The power pursuant to Section 59A(7) of the Act to enter a note of the revocation in the record kept by the Council under Section 59A of the Act.	Nil.	CEO
159442	13. Procedure Following Seizure of Dog 13.1 The power pursuant to Section 61(4) of the Act if a dog is seized in order to prevent or stop it attacking, harassing or chasing a person or an animal or bird because it is unduly dangerous, to as soon as practicable, proceed to consider	Nil.	CEO

Attachment

Dog and Cat Management Act 1995			
	making an order in relation to the dog or applying to the Magistrates Court for an order in relation to the dog.		
159443	13. Procedure Following Seizure of Dog 13.2 The power pursuant to Section 61(6) of the Act to recover the cost of taking action under Section 61(3) of the Act from the person who owns or is responsible for the control of the dog as a debt due to the Council.	Nil.	CEO
159444	14. Power to Seize and Detain Cats 14.1 The power pursuant to Section 64(2)(c) of the Act to nominate a facility at which cats may be destroyed.	Nil.	CEO
159445	15. Certain Bodies May Microchip and Desex Detained Dogs and Cats 15.1 The power pursuant to Section 64B(1) of the Act, despite any other provision of the Act, or any other Act or law, if the Council is detaining a dog or cat seized under the Act or any other Act, to, in accordance with any guidelines determined by the Board for the purposes of Section 64B of the Act, do 1 or more of the following: 15.1.1 microchip the dog or cat; 15.1.2 desex the dog or cat; 15.1.3 cause the dog or cat to be microchipped or desexed or both.	Nil.	CEO
159446	15. Certain Bodies May Microchip and Desex Detained Dogs and Cats 15.2 The power pursuant to Section 64B(2) of the Act to recover the cost of taking action under Section 64B of the Act as a debt from a person who owns or is responsible for the control of the dog or cat.	Nil.	CEO

Attachment

INSTRUMENT OF DELEGATION UNDER THE HEAVY VEHICLE NATIONAL LAW (SOUTH AUSTRALIA) ACT 2013

Preamble

NOTES:

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

Last amended: 1 January 2014

Delegation Sources

- Heavy Vehicle National Law (South Australia) Act 2013

Titles

- CEO: Chief Executive Officer

Attachment

INSTRUMENT OF DELEGATION UNDER THE HEAVY VEHICLE NATIONAL LAW (SOUTH AUSTRALIA) ACT 2013

Heavy Vehicle National Law (South Australia) Act 2013			
#	**Item Delegated**	**Conditions and Limitations**	**Delegate Date**
159650	1. Deciding Request for Consent Generally 1.1 The power pursuant to Section 156(1) of the Heavy Vehicle National Law (South Australia) Act 2013 (the Act), to, subject to Sections 156(2), (3) (4) and (6) of the Act, if the Regulator asks for the Council's consent to the grant of a mass or dimension authority, decide to give or not to give the consent: 1.1.1 within: 1.1.1.1 28 days after the request is made, unless Section 156(1)(a)(ii) of the Act applies; or 1.1.1.2 if Section 156 of the Act applies because the Council gave the Regulator a notice of objection to the grant under Section 167 of the Act - 14 days after giving the notice of objection; or 1.1.2 within a longer period, of not more than 6 months after the request is made, agreed to by the Regulator.	Nil.	CEO
159651	1. Deciding Request for Consent Generally 1.2 The power pursuant to Section 156(2) of the Act, to ask for a longer period under Section 156(1)(b) of the Act only if: 1.2.1 consultation is required under a law with another entity (including, for example, for the purpose of obtaining that entity's approval to give the consent); or 1.2.2 the delegate considers a route assessment is necessary for deciding whether to give or not to give the consent; or 1.2.3 the Council is the road authority for the participating jurisdiction and the delegate considers that a local government authority that is not required under a law to be consulted should nevertheless be consulted before deciding whether to give or not to give the consent.	Nil.	CEO
159652	1. Deciding Request for Consent Generally 1.3 The power pursuant to Section 156(2)(c) of the Act to, in relation to the Regulator obtaining the consent of the road manager for a road for the purpose of granting a mass or dimension authority make submissions where the road manager is the road authority for the participating jurisdiction and considers that the Council, whilst not required under a law to be consulted should nevertheless be consulted before the road manager decides whether to give or not to give consent.	Nil.	CEO
159653	1. Deciding Request for Consent Generally 1.4 The power pursuant to Section 156(3) of the Act to decide not to give the consent only if the delegate is satisfied: 1.4.1 the mass or dimension authority will, or is likely to: 1.4.1.1 cause damage to road infrastructure; or 1.4.1.2 impose adverse effects on the community arising from noise, emissions or traffic congestion or from other matters stated in approved guidelines; or 1.4.3 pose significant risks to public safety arising from heavy vehicle use that is incompatible with road infrastructure or traffic conditions; and 1.4.2 it is not possible to grant the authority subject to road conditions or travel conditions that will avoid, or significantly	Nil.	CEO

Attachment

Heavy Vehicle National Law (South Australia) Act 2013			
	minimise: 1.4.2.1 the damage or likely damage; or 1.4.2.2 the adverse effects or likely adverse effects; or 1.4.2.3 the significant risks or likely significant risks.		
159654	1. Deciding Request for Consent Generally 1.5 The power pursuant to Section 156(4) of the Act, in deciding whether or not to give the consent, to have regard to: 1.5.1 for a mass or dimension exemption - the approved guidelines for granting mass or dimension exemptions; or 1.5.2 for a class 2 heavy vehicle authorisation - the approved guidelines for granting class 2 heavy vehicle authorisations.	Nil.	CEO
159655	1. Deciding Request for Consent Generally 1.6 The power pursuant to Section 156(6) of the Act, if the delegate decides not to give consent to the grant of the authority, to give the Regulator a written statement that explains the delegate's decision and complies with Section 172 of the Act.	Nil.	CEO
159656	2. Action Pending Consultation with Third Party 2.1 The power pursuant to Section 158(2) of the Act, if the consultation with the other entity is not yet completed, to, as far as practicable, deal with the request for consent and decide to give or not to give the consent (even though the consultation with the other entity is not completed).	Nil.	CEO
159673	2. Action Pending Consultation with Third Party 2.2 The power pursuant to Section 158(4) of the Act, if: 2.2.1 the consultation with the other entity is completed and the other entity's approval is required; and 2.2.2 the delegate has not yet decided to give or not to give the consent, To - 2.2.3 decide not to give the consent, on the ground that the consent would be inoperative; or 2.2.4 decide to give the consent.	Nil.	CEO
159657	3. Deciding Request for Consent if Route Assessment Required 3.1 The power pursuant to Section 159(1) and (2) of the Act to, form the opinion a route assessment is necessary for deciding whether to give or not to give the consent and notify the Regulator of the following: 3.1.1 that a route assessment is required for deciding whether to give or not to give the consent; 3.1.2 the fee payable (if any) for the route assessment under a law of the jurisdiction in which the road is situated.	Nil.	CEO
159658	3. Deciding Request for Consent if Route Assessment Required 3.2 The power pursuant to Section 159(4) of the Act, if a fee is payable for the route assessment under a law of the jurisdiction in which the road is situated to stop considering whether to give or not to give the consent until the fee is paid.	Nil.	CEO
159659	4. Imposition of Road Conditions 4.1 The power pursuant to Section 160(1) of the Act and in accordance with Section 160(2) of the Act, to consent to the grant of the authority subject to: 4.1.1 except in the case of a class 2 heavy vehicle authorisation (notice) - the condition that a stated road condition is imposed on the authority; or 4.1.2 in the case of a class 2 heavy vehicle authorisation (notice) - the condition that a stated road condition of a type prescribed by the national regulations is imposed on the authority.	Nil.	CEO

Attachment

Heavy Vehicle National Law (South Australia) Act 2013			
159660	4. Imposition of Road Conditions 4.2 The power pursuant to Section 160(2) of the Act to, if the delegate consents to the grant of the authority subject to a condition as mentioned in Section 160(1)(a) of the Act to give the Regulator a written statement that explains the decision to give consent to the grant of the authority subject to the condition and complies with Section 172 of the Act.	Nil.	CEO
159661	5. Imposition of Travel Conditions 5.1 The power pursuant to Section 161(1) of the Act, to, consent to the grant of the authority subject to the condition that a stated travel condition is imposed on the authority.	Nil.	CEO
159662	5. Imposition of Travel Conditions 5.2 The power pursuant to Section 161(2) of the Act, if the delegate consents to the grant of the authority as mentioned in Section 161(1) of the Act to give the Regulator a written statement that explains the decision to give consent to the grant of the authority subject to the condition and complies with Section 172 of the Act	Nil.	CEO
159663	6. Imposition of Vehicle Conditions 6.1 The power pursuant to Section 162(1) of the Act, where the delegate gives consent to the grant of the authority to ask the Regulator to impose a stated vehicle condition on the authority.	Nil.	CEO
159664	7. Expedited Procedure for Road Manager's Consent for Renewal of Mass or Dimension Authority 7.1 The power pursuant to Section 167(2)(b) of the Act, to give the Regulator a notice of objection to the application of Section 167 of the Act to the proposed replacement authority within the period of: 7.1.1 14 days after the request for consent is made; or 7.1.2 28 days after the request for consent is made if the delegate seeks the extension of time within the initial 14 days.	Nil.	CEO
159665	8. Granting Limited Consent for Trial Purposes 8.1 The power pursuant to Section 169(1) of the Act to give consent to the grant of a mass or dimension authority for a trial period of no more than 3 months specified by the delegate.	Nil.	CEO
159666	9 Renewal of Limited Consent for Trial Purposes 9.1 The power pursuant to Section 170(3) of the Act to give the Regulator a written objection within the current trial period to the renewal of a mass or dimension authority for a further trial period of no more than 3 months.	Nil.	CEO
159667	10. Amendment or Cancellation on Regulator's Initiative 10.1 The power pursuant to Section 173(3)(d) of the Act to make written representations about why the proposed action should not be taken.	Nil.	CEO
159668	11. Amendment or Cancellation on Request by Relevant Road Manager 11.1 The power pursuant to Section 174(1) of the Act to form the opinion and be satisfied that the use of heavy vehicles on a road under the authority: 11.1.1 has caused, or is likely to cause, damage to road infrastructure; or 11.1.2 has had, or is likely to have, an adverse effect on the community arising from noise, emissions or traffic congestion or from other matters stated in approved guidelines; or 11.1.3 has posed, or is likely to pose, a significant risk to public safety arising from heavy vehicle use that is incompatible with road infrastructure or traffic conditions.	Nil.	CEO

Attachment

Heavy Vehicle National Law (South Australia) Act 2013			
159669	11. Amendment or Cancellation on Request by Relevant Road Manager 11.2 The power pursuant to Section 174(2) of the Act to ask the Regulator to: 11.2.1 amend the mass or dimension authority by: 11.2.1.1 amending the category of vehicle to which the authority applies; or 11.2.1.2 amending the type of load that may be carried by vehicles to which the authority applies; or 11.2.1.~~1~~ 3 amending the areas or routes to which the authority applies; or 11.2.1.~~2~~ 4 amending the days or hours to which the authority applies; or 11.2.1.~~3~~ 5 imposing or amending road conditions or travel conditions; or 11.2.2 cancel the authority.	Nil.	CEO
159670	12. Amendment or Cancellation on Application by Permit Holder 12.1 The power pursuant to Section 176(4)(c) of the Act to consent to the amendment of a mass or dimension authority.	Nil.	CEO
159671	13. Amendment or Cancellation on Request by Relevant Road Manager 13.1 The power pursuant to Section 178(1) of the Act to form the opinion and be satisfied that the use of heavy vehicles on a road under the authority: 13.1.1 has caused, or is likely to cause, damage to road infrastructure; or 13.1.2 has had, or is likely to have, an adverse effect on the community arising from noise, emissions or traffic congestion or from other matters stated in approved guidelines; or 13.1.3 has posed, or is likely to pose, a significant risk to public safety arising from heavy vehicle use that is incompatible with road infrastructure or traffic conditions.	Nil.	CEO
159672	13. Amendment or Cancellation on Request by Relevant Road Manager 13.2 The power pursuant to Section 178(2) of the Act to ask the Regulator to: 13.2.1 amend the mass or dimension authority, including, for example, by: 13.2.1.1 amending the areas or routes to which the authority applies; or 13.2.1.2 amending the days or hours to which the authority applies; or 13.2.1.3 imposing or amending road conditions or travel conditions on the authority; or 13.2.2 cancel the authority.	Nil.	CEO

Attachment

Instrument of Delegation under the Local Government Act 1999

Preamble

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.

2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

Delegation Sources

- Local Government Act 1999

Titles

- CEO: Chief Executive Officer
- Not Delegated: ND

Attachment

Instrument of Delegation under the Local Government Act 1999

Local Government Act 1999			
#	**Item Delegated**	**Conditions and Limitations**	**Delegate**
159775	1. Composition and Wards 1.1 The power pursuant to Section 12(1) of the Local Government Act 1999 ('the Act') to, by notice in the Gazette, after complying with the requirements of Section 12 of the Act, 1.1.1 alter the composition of the Council; 1.1.2 divide, or redivide, the area of the Council into wards, alter the division of the area of the Council into wards, or abolish the division of the area of the Council into wards.	Nil.	Not Delegated
159776	1. Composition and Wards 1.2 The power pursuant to Section 12(2) of the Act, also by notice under Section 12 of the Act, to 1.2.1 change the Council from a municipal council to a district council, or change the Council from a district council to a municipal council; 1.2.2 alter the name of: 1.2.2.1 the Council; 1.2.2.2 the area of the Council; 1.2.3 give a name to, or alter the name of, a ward, (without the need to comply with Section 13 of the Act).	Nil.	Not Delegated
159777	1. Composition and Wards 1.3 The duty pursuant to Section 12(3) of the Act to, before publishing a notice, conduct and complete a review under Section 12 of the Act for the purpose of determining whether the Council's community would benefit from an alteration to the Council's composition or ward structure.	Nil.	CEO
159778	1. Composition and Wards 1.4 The power pursuant to Section 12(4) of the Act to review a specific aspect of the composition of the Council, or of the wards of the Council, or of those matters generally and the duty to ensure that all aspects of the composition of the Council, and the issue of the division, or potential division, of the area of the Council into wards, are comprehensively reviewed at least once in each relevant period that is prescribed by the regulations.	Nil.	CEO

Attachment

Local Government Act 1999			
159779	1. Composition and Wards 1.5 Deliberately left blank.	Nil.	Not Delegated
159780	1. Composition and Wards 1.6 Deliberately left blank.	Nil.	Not Delegated
159781	1. Composition and Wards 1.7 The duty pursuant to Section 12(5) of the Act to initiate the preparation of a representation options paper by a person who, in the opinion of the Delegate, is qualified to address the representation and governance issues that may arise with respect to the matters under review.	Nil.	CEO
159782	1. Composition and Wards 1.8 The duty pursuant to Section 12(7) of the Act to give public notice of the preparation of a representation options paper and notice in a newspaper circulating within the Council's area, and to ensure that the notice contains an invitation to interested persons to make written submissions to the Council or the Delegate on the subject of the review within a period specified by the Council or the Delegate, being a period of at least six weeks.	Nil.	CEO
159783	1. Composition and Wards 1.9 The duty pursuant to Section 12(8) of the Act to make copies of the representation options paper available for public inspection (without charge) and purchase (on payment of a fee fixed by the Council) at the principal office of the Council during the period that applies under Section 7(a)(ii).	Nil.	CEO
159784	1. Composition and Wards 1.10 At the conclusion of public consultation under Section 12(7)(a), the duty pursuant to Section 12(8a) of the Act to prepare a report that: 1.10.1 provides information on the public consultation process undertaken by the Council and the Council's or the Delegate's response to the issues arising from the submissions made as part of that process; and 1.10.2 sets out: 1.10.2.1 any proposals that the Council or the Delegate considers should be carried into effect under Section 12 of the Act; and 1.10.2.2 in respect of any such proposal - an analysis of how the proposal relates to the principles under Section 26(1)(c) of the Act and the matters referred to in Section 33 of the Act (to the extent that may be relevant); and 1.10.3 sets out the reasons for the Council's or the Delegate's decision insofar as a decision of the Council or the Delegate is not to adopt any change under consideration as part of the representation options paper or the public consultation process.	Nil.	CEO
159785	1. Composition and Wards 1.11 The duty pursuant to Section 12(9) of the Act to make copies of the report available for public inspection at the principal	Nil.	CEO

Attachment

Local Government Act 1999			
	office of the Council and to give public notice, by way of a notice in a newspaper circulating in its area, informing the public of its preparation of the report and its availability and inviting interested persons to make written submissions on the report to the Council or the Delegate within a period specified by the Council or the Delegate, being not less than three weeks.		
159786	1. Composition and Wards 1.12 The duty pursuant to Section 12(10) of the Act to give any person who makes written submissions in response to an invitation under Section 12(9), an opportunity to appear personally or by representative before the Council or a Council committee or the Delegate and to be heard on those submissions.	Nil.	CEO
159787	1. Composition and Wards 1.13 The duty pursuant to Section 12(11) of the Act to finalise the report including recommendations with respect to such related or ancillary matters as it sees fit.	Nil.	CEO
159788	1. Composition and Wards 1.14 With respect to a proposal within the ambit of Section 12(11a), the power pursuant to Section 12(11b) of the Act: 1.14.1 insofar as may be relevant in the particular circumstances, to separate a proposal (and any related proposal), from any other proposal contained in the report; and 1.14.2 to determine to conduct the relevant poll in conjunction with the next general election for the Council or at some other time.	Nil.	CEO
159789	1. Composition and Wards 1.15 Where a poll is required under Section 12(11a) of the Act the duty pursuant to Section 12(11c)(b) of the Act to: 1.15.1 prepare a summary of issues surrounding the proposal to assist persons who may vote at the poll; and 1.15.2 obtain a certificate from the Electoral Commissioner that he or she is satisfied that the Council or the Delegate has taken reasonable steps to ensure the summary is a fair and comprehensive overview of the arguments for and against the proposal; and 1.15.3 after obtaining the certificate of the Electoral Commissioner, ensure that copies of the summary are made available for public inspection at the principle office of the Council, and on the internet and distributed in any other manner as may be directed by the Electoral Commissioner.	Nil.	CEO
159790	1. Composition and Wards 1.16 The duty pursuant Section 12(12) of the Act having then taken into account the operation of Section 12(11d) of the Act to refer the report to the Electoral Commissioner.	Nil.	CEO
159791	1. Composition and Wards 1.17 The duty pursuant to Section 12(12a) of the Act to send with the report copies of any written submissions received by the Council or the Delegate under Section 12(9) of the Act that relate to the subject matter of the proposal.	Nil.	CEO
159792	1. Composition and Wards 1.18 The power pursuant to Section 12(15)(b) of the Act to provide by notice in the Gazette, for the operation of any proposal	Nil.	CEO

Attachment

Local Government Act 1999			
	that is recommended in the report, where a certificate is given by the Electoral Commissioner.		
159793	1. Composition and Wards 1.19 The power and duty pursuant to Section 12(16) of the Act to take such action as is appropriate in circumstances (including the power, as the Delegate thinks fit, to alter the report) where the matter is referred back to the Council by the Electoral Commissioner and the power to then refer the report back to the Electoral Commissioner.	Nil.	CEO
159794	1. Composition and Wards 1.20 Where the Council or the Delegate makes an alteration to the report under Section 12(16)(a) of the Act, the duty pursuant to Section 12(17) of the Act to comply with the requirements of Sections 12(9) and (10) of the Act as if the report, as altered, constituted a new report, unless the Council or the Delegate determines the alteration is of a minor nature only.	Nil.	CEO
159795	1. Composition and Wards 1.21 The duty pursuant to Section 12(24) of the Act to undertake a review of ward representation within a period specified by the Electoral Commissioner, where the Electoral Commissioner notifies the Council in writing that the number of electors represented by a councillor for a ward varies from the ward quota by more than 20%.	Nil.	CEO
159796	2. Status of a Council or Change of Various Names 2.1 The power pursuant to Section 13(1) of the Act, to, by notice in the Gazette, after complying with the requirements of Section 13 of the Act: 2.1.1 change the Council from a municipal council to a district council, or change the Council from a district council to a municipal council; 2.1.2 alter the name of: 2.1.2.1 the Council; 2.1.2.2 the area of the Council; 2.1.3 alter the name of a ward.	Nil.	CEO
159797	2. Status of a Council or Change of Various Names 2.2 The duty, pursuant to Section 13(2) of the Act, to, before publishing a notice, comply with the following requirements: 2.2.1 to give public notice of the proposal and invite any interested persons to make written submissions on the matter within a specified period, being no less than six weeks; 2.2.2 publish the notice in a newspaper circulating within the area; and 2.2.3 give any person who makes written submissions in response to the invitation an opportunity to appear personally or by	Nil.	CEO

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	representative before the Council, Council committee or the Delegate and be heard on those submissions.		
159798	3. Deliberately left blank	Nil.	Not Delegated
159799	4. Deliberately left blank	Nil.	Not Delegated
159800	5. Council Initiated Proposal 5.1 Deliberately left blank	Nil.	Not Delegated
159801	5. Council Initiated Proposal 5.2 Deliberately left blank 5.2.1 Deliberately left blank 5.2.2 Deliberately left blank 5.2.3 Deliberately left blank 5.2.4 Deliberately left blank	Nil.	Not Delegated
159802	5. Council Initiated Proposal 5.3 The power pursuant to section 27(7) of the Act, to, in relation to the proposal submitted by the Council, request or consent to the Minister: 5.3.1 amending the proposal; 5.3.1 substituting an alternative proposal.	Nil.	CEO
159803	6. Public Initiated Submissions 6.1 The power pursuant to Section 28(6) of the Act, on the receipt of a submission under Section 28(2) of the Act, to consider the issues determined by the Council or the Delegate to be relevant to the matter and to then decide whether or not it is willing to: 6.1.1 conduct a review in relation to the matter under Division 2 of Part 1 of the Act; or 6.1.2 formulate (or participate in the formulation of) a proposal in relation to the matter under Division 4 of Part 2 of the Act.	Nil.	Not Delegated
159804	6. Public Initiated Submissions 6.2 Where the Council is affected by a public initiated proposal under Chapter 3 of the Act, the duty to ensure that copies of the	Nil.	CEO

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	summary prepared by the Panel are made available for public inspection at the principal office of the Council and distributed to electors in accordance with the directions of the Panel, pursuant to Section 28(23)(f) and (g).		
159805	7. General Powers and Capacities 7.1 The power pursuant to Section 36(1)(a)(i) of the Act to enter into any kind of contract or arrangement where the common seal of the Council is not required.	Nil.	CEO
159806	7. General Powers and Capacities 7.2 The power pursuant to Section 36(1)(c) of the Act to do anything necessary, expedient or incidental but within any policy or budgetary constraints set by the Council to perform or discharge the Council's functions or duties or to achieve the Council's objectives.	Nil.	CEO
159807	7. General Powers and Capacities 7.3 The power pursuant to Section 36(2) of the Act to act outside the Council's area: 7.3.1 to the extent considered by the Delegate to be necessary or expedient to the performance of the Council's functions; or 7.3.2 in order to provide services to an unincorporated area of the State.	Nil.	CEO
159808	7. General Powers and Capacities 7.4 The duty pursuant to Section 36(3) of the Act to take reasonable steps to separate the Council's regulatory activities from its other activities in the arrangement of its affairs.	Nil.	CEO
159809	8. Provision Relating to Contract and Transactions 8.1 The power pursuant to Section 37(b) of the Act to authorise another officer, employee or agent of the Council to enter into a contract, on behalf of the Council, where the common seal of the Council is not required.	Nil.	CEO
159810	9. Committees 9.1 The power pursuant to Section 41(1) and (2) of the Act to establish committees.	Nil.	Not Delegated
159811	9. Committees 9.2 The power pursuant to Section 41(3) of the Act to determine the membership of a committee.	Nil.	Not Delegated
159812	9. Committees 9.3 The power pursuant to Section 41(4) of the Act to appoint a person as a presiding member of a committee, or to make provision for the appointment of a presiding member.	Nil.	Not Delegated
159813	9. Committees 9.4 The power pursuant to Section 41(6) of the Act to appoint the principal member of the Council as an ex officio member of a committee.	Nil.	Not Delegated
159814	9. Committees 9.5 The power and duty pursuant to Section 41(8) of the Act, to, when establishing a committee, determine the reporting and other accountability requirements that are to apply in relation to the committee.	Nil.	Not Delegated

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159815	10. Delegations 10.1 The duty pursuant to Section 44(6) of the Act to cause a separate record to be kept of all delegations under the Act.	Nil.	CEO
159816	10. Delegations 10.2 The duty pursuant to Section 44(7) of the Act to make available the record of delegations for inspection (without charge) by the public at the principal office of the Council during ordinary office hours.	Nil.	CEO
159817	11. Principal Office 11.1 The duty pursuant to Section 45(1) of the Act to nominate a place as the principal office of the Council for the purposes of the Act.	Nil.	Not Delegated
159818	11. Principal Office 11.2 The power and duty pursuant to Section 45(2) of the Act to determine the hours the principal office of the Council will be open to the public for the transaction of business and the duty to keep the principal office of Council open to the public for the transaction of business during hours determined by the Delegate or the Council.	Nil.	CEO
159819	11. Principal Office 11.3 The power pursuant to Section 45(3) of the Act to consult with the local community in accordance with Council's public consultation policy about the manner, places and times at which the Council's offices will be open to the public for the transaction of business and about any significant changes to those arrangements.	Nil.	CEO
159820	12. Commercial Activities 12.1 Subject to the Act, the power pursuant to Section 46(1) of the Act to, in the performance of the Council's functions, engage in a commercial activity or enterprise ('a commercial project').	Nil.	CEO
159821	12. Commercial Activities 12.2 The power pursuant to Section 46 (2) of the Act, to, in connection with a commercial project: 12.2.1 establish a business; 12.2.2 participate in a joint venture, trust, partnership or other similar body.	Nil.	CEO
159822	13. Interests in Companies 13.1 The power pursuant to Section 47(2)(b) of the Act to participate in the formation of, or to become a member of a company limited by guarantee established as a national association to promote and advance the interests of an industry in which local government has an interest.	Nil.	CEO
159823	14. Prudential Requirements for Certain Activities 14.00 The power and duty pursuant to Section 48(aa1) of the Act and in accordance with Section 48(a1) of the Act, to develop and maintain prudential management policies, practices and procedures for the assessment of projects to ensure that the Council - 14.00.1 acts with due care, diligence and foresight; and	Nil.	CEO

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	14.00.2 identifies and manages risks associated with a project; and 14.00.3 makes informed decisions; and 14.00.4 is accountable for the use of Council and other public resources.		
159824	14. Prudential Requirements for Certain Activities 14.0 The duty pursuant to Section 48(a1) of the Act to ensure the prudential management policies, practices and procedures developed by the Council for the purposes of Section 48(aa1) of the Act, are consistent with any regulations made for the purposes of Section 48(a1) of the Act.	Nil.	CEO
159825	14. Prudential Requirements for Certain Activities 14.1 Without limiting Section 48(aa1) of the Act, the power and duty pursuant to Section 48(1) of the Act to obtain and consider a report, that addresses the prudential issues set out at Section 48(2) of the Act, before the Council: 14.1.1 Deliberately left blank. 14.1.2 engages in any project (whether commercial or otherwise and including through a subsidiary or participation in a joint venture, trust, partnership or other similar body) - 14.1.2.1 where the expected operating expenses calculated on an accrual basis of the Council over the ensuing five years is likely to exceed 20 per cent of the Council's average annual operating expenses over the previous five financial years (as shown in the Council's financial statements); or 14.1.2.2 where the expected capital cost of the project over the ensuing five years is likely to exceed $4,000,000.00 (indexed); or 14.1.2.3 where the Council or Delegate considers that it is necessary or appropriate.	Nil.	CEO
159827	14. Prudential Requirements for Certain Activities 14.2 Deliberately left blank.	Nil.	Not Delegated
159826	14. Prudential Requirements for Certain Activities 14.3 The power and duty pursuant to Section 48(5) of the Act to make a report under Section 48(1) of the Act available for public inspection at the principal office of the Council once the Council has made a decision on the relevant project (and the power to make the report available at an earlier time unless the Council orders that the report be kept confidential until that time).	Nil.	CEO
159828	15. Contracts and Tenders Policies 15.0 The power and duty pursuant to Section 49(a1) of the Act to develop and maintain procurement policies, practices and procedures directed towards: 15.0.1 obtaining value in the expenditure of public money; and	Nil.	CEO

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	15.0.2 providing for ethical and fair treatment of participants; and 15.0.3 ensuring probity, accountability and transparency in procurement operations.		
159829	15. Contracts and Tenders Policies 15.1 Without limiting Section 49(a1) of the Act, the power and duty pursuant to Section 49(1) of the Act to prepare and adopt policies on contracts and tenders including policies on the following: 15.1.1 the contracting out of services; and 15.1.2 competitive tendering and the use of other measures to ensure that services are delivered cost effectively; and 15.1.3 the use of local goods and services; and 15.1.4 the sale or disposal of land or other assets.	Nil.	CEO
159830	15. Contracts and Tenders Policies 15.2 The power and duty pursuant to Section 49(2) of the Act to ensure that any policies on contracts and tenders: 15.2.1 identify circumstances where the Council will call for tenders for the supply of goods, the provision of services or the carrying out of works, or the sale or disposal of land or other assets; and 15.2.2 provide a fair and transparent process for calling tenders and entering into contracts in those circumstances; and 15.2.3 provide for the recording of reasons for entering into contracts other than those resulting from the tender process; and 15.2.4 are consistent with any requirement prescribed by the regulations.	Nil.	CEO
159831	15. Contracts and Tenders Policies 15.3 The power pursuant to Section 49(3) of the Act to, at any time, alter a policy under Section 49 of the Act, or substitute a new policy or policies (but not so as to affect any process that has already commenced).	Nil.	CEO
159832	15. Contracts and Tenders Policies 15.4 The duty pursuant to Section 49(4) of the Act to make available for inspection (without charge) a policy adopted under this Section at the principal office of Council during office hours.	Nil.	CEO
159833	16. Public Consultation Policies 16.1 The power and duty pursuant to Section 50(1) and (2) of the Act to prepare and adopt a public consultation policy which sets out the steps the Council will follow: 16.1.1 in cases where the Act requires the Council to follow its public consultation policy; and	Nil.	CEO

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	16.1.2 in other cases involving Council decision making, if relevant.		
159834	16. Public Consultation Policies 16.2 The duty pursuant to Section 50(3) of the Act to include in the steps set out in the public consultation policy reasonable opportunities for interested persons to make submissions in cases where the Act requires the Council to follow its public consultation policy and to make other arrangements appropriate to other classes of decisions, within the scope of the policy.	Nil.	CEO
159835	16. Public Consultation Policies 16.3 The duty pursuant to Section 50(4) of the Act to ensure that the public consultation policy, in cases where the Act requires the policy to be followed, provides for: 16.3.1 the publication of a notice: 16.3.1.1 in a newspaper circulating within the area of the Council; and 16.3.1.2 on a website determined by the Chief Executive Officer, describing the matter under consideration and inviting interested persons to make submissions in relation to the matter within a period (which must be at least 21 days) stated in the notice; and 16.3.2 the consideration of any submissions made in response to that invitation.	Nil.	CEO
159836	16. Public Consultation Policies 16.4 The power pursuant to Section 50(5) of the Act, to, from time to time, alter the Council's public consultation policy, or substitute a new policy.	Nil.	Not Delegated
159837	16. Public Consultation Policies 16.5 Before the Council or the Delegate adopts a public consultation policy or alters, or substitutes a public consultation policy, the duty pursuant to Section 50(6) of the Act to: 16.5.1 prepare a document that sets out its proposal in relation to the matter; and 16.5.2 publish in a newspaper circulating within the area of the Council, a notice of the proposal inviting interested persons to make submissions on the proposal within a period stated in the notice, which must be at least one month; 16.5.3 consider any submissions made in response to an invitation made under Section 50(6)(d) of the Act.	Nil.	CEO
159838	16. Public Consultation Policies 16.6 The power pursuant to Section 50(7) of the Act to determine if the alteration of a public consultation policy is of minor significance that would attract little or no community interest.	Nil.	CEO
159839	16. Public Consultation Policies	Nil.	CEO

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	16.7 The duty pursuant to Section 50(8) of the Act to ensure the public consultation policy is available for inspection (without charge) at the principal office of Council during ordinary office hours.		
159840	17. Deliberately left blank 17.1 Deliberately left blank	Nil.	Not Delegated
159841	17. Deliberately left blank 17.2 Deliberately left blank	Nil.	Not Delegated
159842	17. Deliberately left blank 17.3 Deliberately left blank	Nil.	Not Delegated
159843	17. Deliberately left blank 17.4 Deliberately left blank	Nil.	Not Delegated
159844	17. Deliberately left blank 17.5 Deliberately left blank	Nil.	Not Delegated
159845	18. Inspection of Register 18.1 The duty pursuant to Section 70(1) of the Act to make available for inspection (without charge) the Register of Interests at the principal office of the Council during ordinary office hours.	Nil.	CEO
159846	19. Reimbursement of Expenses 19.1 The power pursuant to Section 77(1)(b) of the Act to reimburse to members of the Council expenses of a kind prescribed for the purposes of Section 77(1)(b) of the Act and approved by the Council (either specifically or under a policy established by the Council for these purposes) incurred in performing or discharging official functions and duties.	Nil.	CEO
159847	19. Reimbursement of Expenses 19.2 The duty pursuant to Section 77(3) of the Act to make available for inspection (without charge) any policy of Council concerning these reimbursements at the principal office of the Council during ordinary office hours.	Nil.	CEO
159848	20. Register of Allowances and Benefits 20.1 The duty pursuant to Section 79(3) of the Act to make available for inspection (without charge) the Register of Allowances and Benefits, at the principal office of the Council during ordinary office hours.	Nil.	CEO
159849	21. Insurance of members 21.1 The duty pursuant to Section 80 of the Act to take out a policy of insurance insuring every member of the Council and a spouse, domestic partner or another person who may be accompanying a member of the Council, against risks associated with the performance or discharge of official functions and duties by members.	Nil.	CEO
159850	22. Training and Development	Nil.	CEO

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	22.1 The power and duty pursuant to Section 80A(1) of the Act to prepare and adopt a training and development policy in accordance with Section 80A(2) of the Act for the Council's members.		
159851	22. Training and Development 22.2 The duty pursuant to Section 80A(2) of the Act to ensure that the Council's training and development policy is aimed at assisting the Council's members in the performance and discharge of their functions and duties.	Nil.	CEO
159852	22. Training and Development 22.3 The power pursuant to Section 80A(3) of the Act to, from time to time, alter the Council's training and development policy or substitute a new policy.	Nil.	CEO
159853	22. Training and Development 22.4 The duty pursuant to Section 80A(4) and (5) of the Act to make available the training and development policy for inspection (without charge) at the principal office of the Council during ordinary office hours and for purchase (on payment of a fee fixed by the Council).	Nil.	CEO
159854	23. Committee Meetings 23.1 The power pursuant to Section 87(1) of the Act and in accordance with Section 87(2) of the Act to determine the times and places of ordinary meetings of Council committees.	Nil.	Not Delegated
159855	23. Committee Meetings 23.2 The duty pursuant to Section 87(2) of the Act in appointing a time for the holding of an ordinary meeting of a Council committee to take into account: 23.2.1 the availability and convenience of members of the committee; and 23.2.2 the nature and purpose of the committee.	Nil.	Not Delegated
159856	24. Meetings To Be Held in Public Except in Special Circumstances 24.1 The duty pursuant to Section 90(7) of the Act to make a note in the minutes of the making of an order under Section 90(2) of the Act and the grounds on which it was made.	Nil.	CEO
160182	24. Meetings To Be Held in Public Except in Special Circumstances 24.2 The power pursuant to Section 90(8a)(a) of the Act to adopt a policy on the holding of informal gatherings or discussions subject to Section 90(8b) of the Act.	Nil.	Not Delegated
160183	24. Meetings To Be Held in Public Except in Special Circumstances 24.3 The power pursuant to Section 90(8c) of the Act, to, from time to time, alter the Council's policy or substitute a new policy.	Nil.	Not Delegated
159857	25. Minutes and Release of Documents 25.1 The duty pursuant to Section 91(3) to supply each member of the Council with a copy of all minutes of the proceedings of the Council or Council committee meeting, within 5 days after that meeting.	Nil.	CEO
159858	25. Minutes and Release of Documents	Nil.	CEO

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	25.2 Subject to Section 91(7), the duty pursuant to Section 91(4) of the Act to place a copy of the minutes of a meeting of the Council on public display in the principal office of the Council within 5 days after the meeting and to keep those minutes on display for a period of 1 month.		
159859	25. Minutes and Release of Documents 25.3 Subject to Section 91(7) of the Act, the duty pursuant to Section 91(5) of the Act to make available for inspection, without payment of a fee, at the principal office of the Council: 25.3.1 minutes of the Council and Council committee meetings; and 25.3.2 reports to the Council or to a Council committee received at a meeting of the Council or Council committee; and 25.3.3 recommendations presented to the Council in writing and adopted by resolution of the Council; and 25.3.4 budgetary or other financial statements adopted by the Council.	Nil.	CEO
159861	26. Access to Meetings and Documents - Code of Practice 26.1 The power and duty pursuant to Section 92(1) of the Act, and subject to Section 92(4) of the Act, to prepare and adopt a Code of Practice relating to the principles, policies, procedures and practices that the Council will apply for the purposes of the operation of Parts 3 and 4 of Chapter 6 of the Act.	Nil.	CEO
159860	26. Access to Meetings and Documents - Code of Practice 26.2 The power and duty pursuant to Section 92(2) of the Act to review the operation of the Council's Code of Practice within 12 months after the conclusion of each periodic election.	Nil.	CEO
159862	26. Access to Meetings and Documents - Code of Practice 26.3 The power pursuant to Section 92(3) of the Act, to, at any time, alter the Council's code of practice or substitute a new code of practice.	Nil.	CEO
159863	26. Access to Meetings and Documents - Code of Practice 26.4 The duty pursuant to Section 92(5) of the Act to ensure that before the Council or the Delegate adopts, alters or substitutes a code of practice that: 26.4.1 copies of the proposed code, alterations or substitute code (as the case may be) are made available for inspection or purchase at the Council's principal office and available for inspection on a website determined by the Chief Executive Officer; and 26.4.2 the relevant steps set out in the Council's Public Consultation Policy are followed.	Nil.	CEO
159864	26. Access to Meetings and Documents - Code of Practice 26.5 The duty pursuant to Section 92(6) and (7) of the Act to ensure that the Code of Practice is available for inspection (without charge) and purchase (on payment of a fee fixed by the Council) at the principal office of Council during ordinary office hours.	Nil.	CEO
159865	27. Meetings of Electors 27.1 The power pursuant to Section 93(1) of the Act to convene a meeting of electors of the area or part of the area of the	Nil.	CEO

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	Council.		
159866	27. Meetings of Electors 27.2 The duty pursuant to Section 93(11) of the Act to provide each member of the Council with a copy of the minutes of any meeting of electors within 5 days of that meeting.	Nil.	CEO
159867	27. Meetings of Electors 27.3 The power pursuant to Section 93(14) of the Act to determine the procedure for the purposes of making a nomination under Sections 93(3)(a)(ii) or 93(3)(b)(ii).	Nil.	CEO
159868	28. Obstructing of Meetings 28.1 The power pursuant to Section 95 of the Act to take proceedings under the Act against a person who intentionally obstructs or hinders proceedings at a meeting of the Council or a Council committee or at a meeting of electors.	Nil.	CEO
159869	29. Register of Remuneration Salaries and Benefits 29.1 The duty pursuant to Section 105(3) of the Act to make available the Register of Salaries of employees of the Council for inspection by the public at the principal office of the Council during ordinary office hours.	Nil.	CEO
159870	30. Certain Periods Of Service To Be Regarded As Continuous 30.1 The duty pursuant to Sections 106(2) and 106(2a) of the Act to ensure any other council receives within one month of the Council having received written notice requiring payment, the appropriate contribution to an employee's service benefits.	Nil.	CEO
159871	30. Certain Periods Of Service To Be Regarded As Continuous 30.2 The duty pursuant to Section 106(4) of the Act to supply to any other council, at its request, details of the service of an employee or former employee of the Council.	Nil.	CEO
159872	30. Certain Periods Of Service To Be Regarded As Continuous 30.3 The duty pursuant to Section 106(5) of the Act to hold and apply a payment or contribution received by the Council under Section 106 in accordance with the Regulations.	Nil.	CEO
159873	31. Deliberately left blank 31.1 Deliberately left blank	Nil.	Not Delegated
159874	31. Deliberately left blank 31.2 Deliberately left blank	Nil.	Not Delegated
159875	31. Deliberately left blank 31.3 Deliberately left blank	Nil.	Not Delegated
159876	31. Deliberately left blank 31.4 Deliberately left blank	Nil.	Not Delegated
159877	31. Deliberately left blank		Not

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	31.5 Deliberately left blank	Nil.	Delegated
159878	31. Deliberately left blank 31.6 Deliberately left blank	Nil.	Not Delegated
159879	32. Application of Division 32.1 The power pursuant to Section 111(b) of the Act to declare any other officer, or any other officer of a class, to be subject to the operation of Chapter 7, Part 4, Division 1 of the Act.	Nil.	Not Delegated
159880	33. Certain Aspects of Strategic Management Plans 33.1 The duty pursuant to Section 122(6) of the Act to develop a process or processes to ensure that members of the public are given a reasonable opportunity to be involved in the Council's development and review of its strategic management plans.	Nil.	CEO
159881	33. Certain Aspects of Strategic Management Plans 33.2 The duty pursuant to Section 122(7) of the Act to ensure that copies of the Council's strategic management plans are available for inspection (without charge) and purchase (on payment of a fee fixed by the Council) by the public at the principal office of the Council.	Nil.	CEO
159882	34. Annual Business Plans and Budgets 34.1 Before the Council adopts an annual business plan, the duty pursuant to Section 123(3) of the Act to, - 34.1.1 prepare a draft annual business plan; and 34.1.2 follow the relevant steps set out in the Council's public consultation policy, taking into account and complying with the requirements of Section 123(4) of the Act.	Nil.	CEO
159883	34. Annual Business Plans and Budgets 34.2 The duty pursuant to Section 123(5) of the Act to ensure that copies of the draft annual business plan are available at the meeting arranged pursuant to and in accordance with Section 123(4)(a)(i) and (4)(b) of the Act, and for inspection (without charge) and purchase (on payment of a fee fixed by the Council) at the principal office of the Council and on the website at least 21 days before the date of that meeting.	Nil.	CEO
159884	34. Annual Business Plans and Budgets 34.3 The duty pursuant to Section 123(5a) of the Act to ensure that provision is made for: 34.3.1 a facility for asking and answering questions; and 34.3.2 the receipt of submissions, on the Council's website during the public consultation period.	Nil.	CEO
159885	34. Annual Business Plans and Budgets 34.4 After the Council has adopted an annual business plan and a budget, the duty, pursuant to Section 123(9) of the Act, to:	Nil.	CEO

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	34.4.1 ensure: 34.4.1.1 that a summary of the annual business plan is prepared in accordance with the requirements set out at Sections 123(10), (11) and (12) of the Act, so as to assist in promoting public awareness of the nature of the Council's services and the Council's rating and financial management policies, taking into account its objectives and activities for the ensuing financial year; and 34.4.1.2 that a copy of the summary of the annual business plan accompanies the first rates notice sent to ratepayers after the declaration of the Council's rates for the financial year; and 34.4.2 ensure: 34.4.2.1 that copies of the annual business plan and the budget (as adopted) are available for inspection (without charge) or purchase (on payment of a fee fixed by the Council); and 34.4.2.2 that copies of the summary of the annual business plan are available for inspection and to take (without charge), at the principal office of the Council.		
160184	34. Annual Business Plans and Budgets 34.4.3 ensure that electronic copies of the annual business plan and the budget (as adopted) are published on a website determined by the Chief Executive Officer.	Nil.	CEO
159886	35. Accounting Records to be Kept 35.1 The duty pursuant to Section 124(1) of the Act to: 35.1.1 keep such accounting records as correctly and adequately record and explain the revenues, expenses, assets and liabilities of the Council; 35.1.2 keep the Councils accounting records in such manner as will enable: 35.1.2.1 the preparation and provision of statements that fairly present financial and other information; and 35.1.2.2 the financial statements of the Council to be conveniently and properly audited.	Nil.	CEO
159887	35. Accounting Records to be Kept 35.2 The power pursuant to Section 124(2) to determine the form or forms and the place or places (within the state) to keep the accounting records of the Council.	Nil.	CEO
159888	36. Internal Control Policies 36.1 The duty pursuant to Section 125 of the Act to ensure that appropriate policies, practices and procedures of internal control are implemented and maintained in order to assist the Council to carry out its activities in an efficient and orderly manner, to achieve its objectives, to ensure adherence to management policies, to safeguard the Council's assets, and to secure (as far as	Nil.	CEO

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	possible) the accuracy and reliability of the Council's records.		
159889	37. Audit Committee 37.1 The power and duty pursuant to Section 126(1) of the Act to appoint an audit committee in accordance with Section 126(2) of the Act.	Nil.	Not Delegated
159890	37. Audit Committee 37.2 If an audit committee is appointed by the Delegate or the Council, the power to determine the membership of any audit committee in accordance with Section 126(2) of the Act.	Nil.	Not Delegated
159891	38. Financial Statements 38.1 The duty pursuant to Section 127(1) of the Act to prepare for each financial year: 38.1.1 financial statements and notes in accordance with standards prescribed by the regulations; and 38.1.2 other statements and documentation referring to the financial affairs of the Council required by the Regulations.	Nil.	CEO
159892	38. Financial Statements 38.2 The duty pursuant to Section 127(2) of the Act to ensure that the financial statements prepared for the Council pursuant to Section 127(1) of the Act: 38.2.1 are prepared as soon as is reasonably practicable after the end of the relevant financial year and in any event before the day prescribed by the Regulations; and 38.2.2 comply with standards and principles prescribed by the Regulations; and 38.2.3 include the information required by the Regulations.	Nil.	CEO
159893	38. Financial Statements 38.3 The duty pursuant to Section 127(3) of the Act to submit for auditing by the Council's auditor the statements prepared for each financial year.	Nil.	CEO
159894	38. Financial Statements 38.4 The duty pursuant to Section 127(4) of the Act to submit a copy of the auditor's statements to the persons or bodies prescribed by the Regulations on or before the day prescribed by the Regulations.	Nil.	CEO
159895	38. Financial Statements 38.5 The duty pursuant to Section 127(5) of the Act to ensure that copies of the Council's audited statements are available for inspection (without charge) and purchase (on payment of a fee fixed by the Council) by the public at the principal office of the Council.	Nil.	CEO
159896	39. The Auditor 39.1 The power and duty pursuant to and in accordance with Section 128(2), (3), (4), (4a), (5), (6), (7) and (8) of the Act to appoint an auditor on the recommendation of the Council's audit committee.	Nil.	Not Delegated

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Local Government Act 1999			
159897	39. The Auditor 39.2 The duty pursuant to Section 128(8) of the Act to comply with any requirements prescribed by the Regulations with respect to providing for the independence of the auditor.	Nil.	CEO
159898	39. The Auditor 39.3 The duty pursuant to Section 128(9) of the Act to ensure that the following information is included in the Council's annual report: 39.3.1 information on the remuneration payable to the Council's auditor for work performed during the relevant financial year, distinguishing between: 39.3.1.1 remuneration payable for the annual audit of the Council's financial statements; and 39.3.1.2 other remuneration; 39.3.2 if a person ceases to be the auditor of the Council during the relevant financial year, other than by virtue of the expiration of his or her term of appointment and is not being reappointed to the office - the reason or reasons why the appointment of the Council's auditor came to an end.	Nil.	CEO
159899	40. Conduct of Audit 40.1 The duty pursuant to Section 129(9) of the Act to ensure the opinions under Section 129(3) of the Act provided to Council under Section 129 of the Act accompany the financial statements of the Council.	Nil.	CEO
159900	41. Other Investigations 41.1 The power, pursuant to and in accordance with Sections 130A(1) and (2) of the Act, as the Delegate thinks fit, to request the Council's auditor, or some other person determined by the Delegate to be suitably qualified in the circumstances, to examine and report on any matter relating to financial management, or the efficiency and economy with which the Council manages or uses its resources to achieve its objectives, that would not otherwise be addressed or included as part of an annual audit under Division 4 of Chapter 8 of the Act and that is considered by the Delegate to be of such significance as to justify an examination under this Section.	Nil.	CEO
159901	41. Other Investigations 41.2 Unless Section 130A(7) of the Act applies, the duty pursuant to Section 130A(6) of the Act to place the report prepared pursuant to Section 130A(1) of the Act on the agenda for consideration: 41.2.1 unless Section 130A(6)(b) of the Act applies - at the next ordinary meeting of the Council in accordance with Section 130A(6)(a), of the Act; 41.2.2 if the agenda for the next ordinary meeting of the Council has already been sent to members of the Council at the time that the report is provided to the principal member of the Council - at the ordinary meeting of the Council next following the meeting for which the agenda has already been sent unless the principal member of the Council determines, after consultation with the Chief Executive Officer, that the report should be considered at the next meeting of the Council as a late item on the	Nil.	CEO

Attachment

Local Government Act 1999			
	agenda in accordance with Section 130A(6)(b) of the Act.		
159902	42. Annual Report to be Prepared and Adopted 42.1 The duty pursuant to Section 131(1) of the Act and in accordance with Sections 131(2) and (3) of the Act, to prepare and adopt on or before 30 November each year, an annual report relating to the operations of the Council for the financial year ending on the preceding 30 June.	Nil.	CEO
159903	42. Annual Report to be Prepared and Adopted 42.2 The duty pursuant to Section 131(2) and (3) of the Act to include in that report the material, and include specific reports on the matters, specified in Schedule 4 as amended from time to time by regulation.	Nil.	CEO
159904	42. Annual Report to be Prepared and Adopted 42.3 The duty pursuant to Section 131(4) of the Act to provide a copy of the annual report to each member of the Council.	Nil.	CEO
159905	42. Annual Report to be Prepared and Adopted 42.4 The duty pursuant to Section 131(5) of the Act to submit a copy of the annual report to: 42.4.1 the Presiding Member of both Houses of Parliament; and 42.4.2 to the persons or body prescribed by the Regulations, on or before the date determined under the Regulations.	Nil.	CEO
159906	42. Annual Report to be Prepared and Adopted 42.5 The power pursuant to Section 131(7) of the Act to provide to the electors for the area an abridged or summary version of the annual report.	Nil.	CEO
159907	42. Annual Report to be Prepared and Adopted 42.6 The duty pursuant to Section 131(8) of the Act to ensure that copies of Council's annual report are available for inspection (without charge) and purchase (on payment of a fee fixed by the Council) by the public at the principal office of the Council.	Nil.	CEO
159908	43. Access to Documents 43.1 The duty pursuant to Section 132(1) of the Act to ensure a member of the public is able: 43.1.1 to inspect a document referred to in Schedule 5 of the Act at the principal office of the Council during ordinary office hours without charge; and 43.1.2 to purchase a document referred to in Schedule 5 to the Act at the principal office of the Council during ordinary office hours for a fee fixed by the Council.	Nil.	CEO
159909	43. Access to Documents 43.2 The power pursuant to Section 132(2) of the Act to make a document available in electronic form for the purposes of Section 132(1)(a).	Nil.	CEO
159910	43. Access to Documents 43.3 The power and duty, pursuant to and in accordance with Section 132 (3) of the Act, to make the following documents	Nil.	CEO

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Local Government Act 1999			
	available for inspection on a website determined by the Chief Executive Officer within a reasonable time after they are available at the principal office of the Council: 43.3.1 agendas for meetings of the Council or Council committees; 43.3.2 minutes of meetings of the Council or Council committees; 43.3.3 codes of conduct or codes of practice adopted by the Council under this Act or the Local Government (Elections) Act 1999; 43.3.4 the Council's contract and tenders policies, public consultation policy and order-making policies; 43.3.5 the Council's draft annual business plan, annual business plan (as adopted by the council) and the summary of the annual business plan required under Part 2 of this Chapter; 43.3.6 the Council's budget (as adopted by the Council for a particular year); 43.3.7 a list of fees and charges imposed by the Council under this Act; 43.3.8 by-laws made by the Council and any determination in respect of a by-law made under Section 246(3)(e) of the Act; 43.3.9 procedures for the review of decisions established by the Council under Part 2 of Chapter 13; 43.3.10 the audited financial statements of the Council; 43.3.11 the annual report of the Council; 43.3.12 the Council's most recent information statement under the Freedom of Information Act 1991, unless the Council provides it as part of the annual report of the Council.		
159911	44. Related Administrative Standards 44.1 The power and duty pursuant to Section 132A of the Act to ensure that appropriate policies, practices and procedures are implemented and maintained in order: 44.1.2 to ensure compliance with any statutory requirements; and 44.1.2 to achieve and maintain standards of good public administration.	Nil.	CEO
159912	45. Sources of Funds 45.1 Subject to the Act, the power pursuant to Section 133 of the Act to obtain funds as permitted under the Act or another Act and as may otherwise be appropriate in order to carry out the Council's functions under the Act or another Act.	Nil.	CEO

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Local Government Act 1999			
159913	46. Ability of a Council to Give Security 46.1 The power pursuant to Section 135(1) of the Act and subject to Section 135(2) of the Act to provide various forms of security, including: 46.1.1 guarantees (including guarantees relating to the liability of a subsidiary of the Council); 46.1.2 debentures charged on the general revenue of the Council (including to support a guarantee provided under Section 135(1) of the Act); 46.1.3 bills of sale, mortgages or other charges (including to support a guarantee provided under Section 135(1)(a) of the Act.	Nil.	Not Delegated
159914	46. Ability of a Council to Give Security 46.2 The power and duty pursuant to Section 135(2) of the Act, if the Council or the Delegate proposes to issue debentures on the general revenue of the Council to: 46.2.1 assign a distinguishing classification to the debentures to be included in the issue so as to distinguish them from those included or to be included in previous or subsequent issues; and 46.2.2 if the debentures are being offered generally to members of the public, appoint a trustee for the debenture holders.	Nil.	Not Delegated
159915	47. Expenditure of Funds 47.1 Subject to the Act or another Act, the power pursuant to Section 137 of the Act to expend the Council's approved budgeted funds in the exercise, performance or discharge of the Council's powers, functions or duties under the Act or other Acts.	Nil.	CEO
159916	48. Investment Powers 48.1 The power pursuant to Section 139(1) of the Act to invest money under the Council's control.	Nil.	CEO
159917	48. Investment Powers 48.2 The duty pursuant to Section 139(2) of the Act in exercising the power of investment, to: 48.2.1 exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and 48.2.2 avoid investments that are speculative or hazardous in nature.	Nil.	CEO
159918	48. Investment Powers 48.3 The duty pursuant to Section 139(3) of the Act to take into account when exercising the power of investment, so far as is appropriate in the circumstances and without limiting the matters which may be taken into account, the following matters: 48.3.1 the purposes of the investment;	Nil.	CEO

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Local Government Act 1999			
	48.3.2 the desirability of diversifying Council investments; 48.3.3 the nature of and risk associated with existing Council investments; 48.3.4 the desirability of maintaining the real value of the capital and income of the investment; 48.3.5 the risk of capital or income loss or depreciation; 48.3.6 the potential for capital appreciation; 48.3.7 the likely income return and the timing of income return; 48.3.8 the length of the term of a proposed investment; 48.3.9 the period for which the investment is likely to be required; 48.3.10 the liquidity and marketability of a proposed investment during, and on determination of, the term of the investment; 48.3.11 the aggregate value of the assets of the Council; 48.3.12 the likelihood of inflation affecting the value of a proposed investment; 48.3.13 the costs of making a proposed investment; 48.3.14 the results of any review of existing Council investments.		
159919	48. Investment Powers 48.4 Subject to the matters specified in Section 139(3) of the Act, the power pursuant to Section 139(4) of the Act, so far as may be appropriate in the circumstances, to have regard to: 48.4.1 the anticipated community benefit from an investment; and 48.4.2 the desirability of attracting additional resources into the local community.	Nil.	CEO
159920	48. Investment Powers 48.5 The power pursuant to Section 139(5) of the Act to obtain and consider independent and impartial advice about the investment of funds or the management of the Council's investments from the person whom the Delegate reasonably believes to be competent to give the advice.	Nil.	CEO
159921	49. Review of Investment 49.1 The duty pursuant to Section 140 of the Act to review the performance (individually and as a whole) of the Council's	Nil.	CEO

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Local Government Act 1999			
	investments, at least once in each year.		
159922	50. Gifts to a Council 50.1 Within the confines of Section 44(3) of the Act: 50.1.1 the power pursuant to Section 141(1) of the Act to accept a gift made to the Council; 50.1.2 the power pursuant to Section 141(2) of the Act to carry out the terms of any trust (if any) that affects a gift to Council; 50.1.3 the power pursuant to Section 141(3) of the Act to apply to the Supreme Court for an order varying the terms of a trust for which the Council has been constituted a trustee; 50.1.4 where a variation is sought in the terms of a trust, the duty pursuant to Section 141(4) of the Act to give notice describing the nature of the variation by public notice and in any other such manner as may be directed by the Supreme Court; and 50.1.5 the duty pursuant to Section 141(6) of the Act to publish a copy of any order of the Supreme Court to vary the terms of the trust, in the Gazette, within 28 days after that order is made.	Nil.	CEO
159923	51. Duty to Insure Against Liability 51.1 The duty pursuant to Section 142 of the Act to take out and maintain insurance to cover the Council's civil liabilities at least to the extent prescribed by the Regulations.	Nil.	CEO
159924	52. Writing off Bad Debts 52.1 The power pursuant to Section 143(1) of the Act to write off any debts owed to the Council: 52.1.1 if the Council has no reasonable prospect of recovering the debts; or 52.1.2 if the costs of recovery are likely to equal or exceed the amount to be recovered, up to and including an amount of $5,000.00 in respect of any one debt.	Nil.	CEO
159925	52. Writing off Bad Debts 52.2 The duty pursuant to Section 143(2) of the Act to ensure that no debt is written off unless the Chief Executive Officer has certified: 52.2.1 reasonable attempts have been made to recover the debt; or 52.2.2 the costs of recovery are likely to equal or exceed the amount to be recovered.	Nil.	CEO
159926	53. Recovery of Amounts due to Council 53.1 The power pursuant to Section 144(1) of the Act to recover as a debt, by action in a Court of competent jurisdiction, any fee, charge, expense or other amount recoverable from a person or payable by a person under this or another Act.	Nil.	CEO
159927	53. Recovery of Amounts due to Council	Nil.	CEO

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Local Government Act 1999			
	53.2 The power pursuant to Section 144(2), (3) and (4) of the Act to recover any fee, charge, expense or other amount as if it were a rate declared on the property, after giving at least 14 days notice requiring payment, where the fee, charge, expense or other amount payable to the Council relates to something done in respect of rateable or other property.		
159928	54. Land Against Which Rates May be Assessed 54.1 The power and duty pursuant to Section 148(2) of the Act to make decisions about the division of land and the aggregation of land for the purposes of Section 148(1) of the Act fairly and in accordance with principles and practices that apply on a uniform basis across the area of the Council.	Nil.	CEO
159929	55. Basis of Rating 55.1 Before the Council: 55.1.1 changes the basis of the rating of any land (including by imposing differential rates on land that has not been differentially rated in the preceding financial year, or by no longer imposing differential rates on land that has been differentially rated in the preceding financial year); or 55.1.2 changes the basis on which land is valued for the purposes of rating; or 55.1.3 changes the imposition of rates on land by declaring or imposing a separate rate, service rate or service charge on any land; the power and duty pursuant to Section 151(5)(d) and (e) of the Act to: 55.1.4 prepare a report on the proposed change in accordance with Section 151(6) of the Act; and 55.1.5 follow the relevant steps set out in its public consultation policy in accordance with Section 151(7) of the Act.	Nil.	CEO
159930	55. Basis of Rating 55.2 The duty pursuant to Section 151(8) of the Act to ensure that copies of the report required under Section 151(5)(d) of the Act are available at the meeting held under Section 151(7)(a)(i) of the Act, and for inspection (without charge) and purchase (on payment of a fee fixed by the Council) at the principal office of the Council at least 21 days before the end of the period for public consultation.	Nil.	CEO
159931	56. General Rates 56.1 The power pursuant to Section 152(2)(d) and (3) of the Act to determine, on application, if two or more pieces of rateable land within the area of the Council constitute a single farm enterprise.	Nil.	Not Delegated
159932	57. Service Rates and Service Charges 57.1 The duty pursuant to Section 155(6) of the Act, subject to Section 155(7) of the Act, to apply any amounts held in a reserve established in connection with the operation of Section 155(5) of the Act for purposes associated with improving or replacing Council assets for the purposes of the relevant prescribed service.	Nil.	CEO
159933	57. Service Rates and Service Charges 57.2 The power pursuant to Section 155(7) of the Act, if a prescribed service under Section 155(6) of the Act is, or is to be,	Nil.	CEO

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Local Government Act 1999			
	discontinued, to apply any excess funds held by the Council for the purposes of the service (after taking into account any expenses incurred or to be incurred in connection with the prescribed service) for another purpose specifically identified in the Council's annual business plan as being the purpose for which the funds will now be applied.		
159934	58. Basis of Differential Rates 58.1 The power pursuant to Section 156(3), (9), (10), (11) of the Act to attribute the use of the land for any basis for a differential rate and to decide objections to any of those attributions.	Nil.	CEO
159935	58. Basis of Differential Rates 58.2 The power and duty pursuant to Section 156(14a) of the Act, before the Council changes from declaring differential rates in relation to any land on the basis of a differentiating factor under either paragraphs (a), (b) or (c) of Section 156(1) of the Act to a differentiating factor under another of those paragraphs, to - 58.2.1 prepare a report on the proposed change in accordance with Section 156(14b) of the Act; and 58.2.2 follow the relevant steps set out in its public consultation policy in accordance with Section 156(14d) of the Act.	Nil.	CEO
159936	58. Basis of Differential Rates 58.3 The duty pursuant to Section 156(14e) of the Act to ensure that copies of the report required under Section 156(14a)(a) of the Act are available at the meeting held under Section 156(14d)(a)(i); and for inspection (without charge) and purchase (on payment of a fee fixed by the Council) at the principal office of the Council at least 21 days before the end of the period for public consultation.	Nil.	CEO
159937	59. Notice of Differentiating Factors 59.1 If the Council declares differential rates, the duty pursuant to Section 157 of the Act in each rates notice, to specify the differentiating factor or combination of factors that governs the calculation of rates on the land to which the account relates.	Nil.	CEO
159938	60. Preliminary 60.1 The power pursuant to Section 159(1) of the Act to determine the manner and form and such information as the Delegate may reasonably require, for a person or body to apply to the Council to determine if grounds exist for the person or body to receive a rebate of rates.	Nil.	CEO
159939	60. Preliminary 60.2 The power pursuant to Section 159(3) to grant a rebate of rates if satisfied that it is appropriate to do so (whether on application or on the Delegate's own initiative).	Nil.	CEO
159940	60. Preliminary 60.3 The power pursuant to Section 159(4) of the Act to increase the rebate on the Delegate's initiative, if a rebate specifically fixed by Division 5 Chapter 10 of the Act is less than 100%.	Nil.	Not Delegated
159941	60. Preliminary 60.4 The power pursuant to Section 159(10) of the Act to determine, for proper cause, that an entitlement to a rebate of rates in pursuance of Division 5 no longer applies.	Nil.	CEO
159942	61. Rebate of Rates - Community Services	Nil.	Not

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Local Government Act 1999			
	61.1 The power pursuant to Section 161(1) and (3) of the Act to grant a rebate of more than 75% of the rates on land being predominantly used for service delivery or administration (or both) by a community service organisation, where that organisation: 61.1.1 is incorporated on a not-for-profit basis for the benefit of the public; and 61.1.2 provides community services without charge or for charge that is below the cost to the body of providing their services; and 61.1.3 does not restrict its services to persons who are members of the body.		Delegated
159943	62. Rebate of Rates - Educational Purposes 62.1 The power pursuant to Section 165(1) and (2) of the Act to grant a rebate of rates at more than 75% on land: 62.1.1 occupied by a Government school under a lease or license and being used for educational purposes; or 62.1.2 occupied by non-Government school registered under the Education and Early Childhood Services (Registration and Standards) Act 2011 and being used for educational purposes; or 62.1.3 land being used by University or University College to provide accommodation and other forms of support for students on a not-for-profit basis.	Nil.	Not Delegated
159944	63. Discretionary Rebates of Rates 63.1 The duty pursuant to Section 166(1a) of the Act to take into account, in deciding an application for a rebate under Section 166(1)(d), (e), (f), (g), (h), (i) or (j): 63.1.1 the nature and extent of the Council's services provided in respect of the land for which the rebate is sought in comparison to similar services provided elsewhere in its area; and 63.1.2 the community need that is being met by activities being carried out on the land for which the rebate is sought; and 63.1.3 the extent to which activities carried out on the land for which the rebate is sought provides assistance or relief to disadvantaged persons; 63.1.4 any other matter considered relevant by the Council or the Delegate.	Nil.	Not Delegated
159945	63. Discretionary Rebates of Rates 63.2 The power pursuant to Section 166(1), (2) and (4) of the Act and taking into account Section 166(1a) of the Act and in accordance with Section 166(3b) of the Act to grant a rebate of rates or service charges on such conditions as the Delegate sees fit and such rebate may be up to and including 100% of the relevant rates or service charge, in the following cases:	Nil.	Not Delegated

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Local Government Act 1999			
	63.2.1 where the rebate is desirable for the purpose of securing the proper development of the area or part of the area; 63.2.2 where the rebate is desirable for the purpose of assisting or supporting a business in the area; 63.2.3 where the rebate will be conducive to the preservation of buildings or places of historic significance; 63.2.4 where the land is being used for educational purposes; 63.2.5 where the land is being used for agricultural, horticultural or floricultural exhibitions; 63.2.6 where the land is being used for a hospital or health centre; 63.2.7 where the land is being used to provide facilities or services for children or young persons; 63.2.8 where the land is being used to provide accommodation for the aged or disabled; 63.2.9 where the land is being used for a residential aged care facility that is approved for Commonwealth funding under the Aged Care Act 1997 (Commonwealth) or a day therapy centre; 63.2.10 where the land is being used by an organisation which, in the opinion of the Delegate, provides a benefit or a service to the local community; 63.2.11 where the rebate relates to common property or land vested in a community corporation under the Community Titles Act 1996 over which the public has a free and unrestricted right of access and enjoyment; 63.2.12 where the rebate is considered by the Delegate to be appropriate to provide relief against what would otherwise amount to a substantial change in rates payable by a ratepayer due to: 63.2.12.1 redistribution of the rates burden within the community arising from a change to the basis or structure of the Council's rates; or 63.2.12.2 change to the basis on which land is valued for the purpose of rating, rapid changes in valuations, or anomalies in valuations. 63.2.13 where the rebate is considered by the Delegate to be appropriate to provide relief in order to avoid what would otherwise constitute: 63.2.13.1 liability to pay a rate or charge that is inconsistent with the liabilities that were anticipated by the Council in its annual business plan; or		

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Local Government Act 1999			
	63.2.13.2 liability that is unfair or unreasonable; 63.2.14 where the rebate is to give effect to a review of a decision of the Council under Chapter 13 Part 2; or 63.2.15 where the rebate is contemplated under another provision of the Act.		
159946	63. Discretionary Rebates of Rates 63.3 The power pursuant to Section 166(3) of the Act to grant a rebate of rates or charges for a period exceeding 1 year but not exceeding 10 years in the following cases: 63.3.1 where the rebate is desirable for the purpose of securing a proper development of the area or part of the area; or 63.3.2 where the rebate is desirable for the purpose of assisting or supporting a business in the area; or 63.3.3 where the rebate relates to common property or land vested in a community corporation under the Community Titles Act 1996 over which the public has a free and unrestricted right of access and enjoyment.	Nil.	Not Delegated
159947	63. Discretionary Rebates of Rates 63.4 The power pursuant to Section 166(3a) of the Act to grant a rebate of rates or charges under Section 166(1)(l) of the Act for a period exceeding 1 year but not exceeding 3 years.	Nil.	Not Delegated
159948	64. Valuation of Land for the Purposes of Rating 64.1 The power pursuant to Section 167(1) of the Act to adopt valuations that are to apply to land within the Council's area, for rating purposes for a particular financial year.	Nil.	Not Delegated
159949	64. Valuation of Land for the Purposes of Rating 64.2 For the purpose of adopting a valuation of land for rating, the duty pursuant to Section 167(2) of the Act and in accordance with Section 167(3), (4) and (5) of the Act, to adopt: 64.2.1 valuations made, or caused to be made, by the Valuer-General; or 64.2.2 valuations made by a valuer employed or engaged by the Council, or by a firm or consortium of valuers engaged by the Council; or a combination of both.	Nil.	Not Delegated
159950	64. Valuation of Land for the Purposes of Rating 64.3 The duty pursuant to Section 167(6) of the Act to publish a notice of the adoption of valuations in the Gazette, within 21 days after the date of the adoption.	Nil.	CEO
159951	65. Valuation of Land 65.1 The power pursuant to Section 168(1) of the Act to request the Valuer-General to value any land within the Council's area (being land that is capable of being separately rated).	Nil.	CEO

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Local Government Act 1999			
159952	65. Valuation of Land 65.2 The duty pursuant to Section 168(2) of the Act to furnish to the Valuer-General any information requested by the Valuer General for the purposes of valuing land within the area of the Council.	Nil.	CEO
159953	65. Valuation of Land 65.3 The power and duty pursuant to Section 168(3)(b) and (c) of the Act to enter a valuation in the assessment record, as soon as practicable after the valuation has been made and to give notice of the valuation to the principal ratepayer in accordance with the Regulations.	Nil.	CEO
159954	66. Objections to Valuations Made by Council 66.1 The duty pursuant to Section 169(1), (2), (3), (4) and (5) of the Act to refer an objection to a valuation of land to the valuer who made the valuation and to request the valuer to reconsider the valuation, where: 66.1.1 the objection does not involve a question of law; and 66.1.2 the objection is made in writing (setting out a full and detailed statement of the grounds on which the objection is based); and 66.1.3 is made within 60 days after the date of service of the notice of the valuation to which the objection relates (unless the Delegate, in his/her discretion, allows an extension of time for making the objection).	Nil.	CEO
159955	66. Objections to Valuations Made by Council 66.2 The power pursuant to Section 169(3)(b) of the Act to grant an extension of time for making an objection to a valuation of land.	Nil.	Not Delegated
159956	66. Objections to Valuations Made by Council 66.3 The duty pursuant to Section 169(7) of the Act to give the objector written notice of the outcome of the reconsideration of the objection.	Nil.	Not Delegated
159957	66. Objections to Valuations Made by Council 66.4 The duty pursuant to and in accordance with Section 169(8) and (9) of the Act to refer the valuation to the Valuer-General for further review, if the objector remains dissatisfied with the valuation and requests such further review, provided the request is: 66.4.1 in the prescribed manner and form; 66.4.2 made within 21 days after the objector receives notice of the outcome of his or her initial objection; and 66.4.3 accompanied by the prescribed fee.	Nil.	CEO
160179	66. Objections to Valuations Made by Council 66.5 The power pursuant to Section 169(15)(b) of the Act to apply to SACAT for a review of the decision of a valuer after a further review on a request under Section 169(8) of the Act, in accordance with Section 169(15a) of the Act.	Nil.	CEO

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Local Government Act 1999			
159958	67. Notice of Declaration of Rates 67.1 The duty pursuant to Section 170 of the Act to ensure the notice of declaration of a rate or service charge is published in the Gazette and in a newspaper circulating in the area within 21 days after the date of the declaration.	Nil.	CEO
159959	68. Alterations to Assessment Record 68.1 The power pursuant to Section 173(3) and (5) of the Act to determine the procedure for a review of a decision by the Chief Executive Officer on an application for alteration of the assessment record.	Nil.	CEO
159960	68. Alterations to Assessment Record 68.2 The duty pursuant to Section 173(6) of the Act to give a person written notice of Council's decision on a review of a decision of the Chief Executive Officer concerning alteration of the assessment record.	Nil.	CEO
159961	69. Inspection of Assessment Record 69.1 The duty pursuant to Section 174(1) and (2) of the Act to ensure that the assessment record is available for inspection and purchase of an entry (on payment of a fee fixed by the Council), by the public at the principal office of the Council during ordinary office hours.	Nil.	CEO
159962	70. Liability for Rates 70.1 The power pursuant to Section 178(3) of the Act and subject to Section 178(9) of the Act to recover rates as a debt from: 70.1.1 the principal ratepayer; or 70.1.2 any other person (not being a principal ratepayer) who is an owner or occupier of the land; or 70.1.3 any other person who was at the time of the declaration of the rates an owner or occupier of the land.	Nil.	CEO
159963	70. Liability for Rates 70.2 The power pursuant to Section 178(4) of the Act by written notice to a lessee or a licensee of land in respect of which rates have fallen due, to require him or her to pay to the Council rent or other consideration payable under the lease or a licence in satisfaction of any liability for rates.	Nil.	CEO
159964	70. Liability for Rates 70.3 Where a notice under Section 178(4) of the Act is given to a lessee or a licensee of land, the power pursuant to Section 178(5) of the Act to make and give notice of an additional charge of 5% of the amount in arrears, as payable and recoverable as part of the debt for unpaid rates.	Nil.	CEO
159965	70. Liability for Rates 70.4 The power pursuant to Section 178(6) of the Act to remit the charge of 5% of the amount in arrears payable under the Act in whole or in part.	Nil.	CEO
159966	71. Liability for Rates if Land is Not Rateable for the Whole of the Financial Year 71.1 The power pursuant to Section 179(2) of the Act to adopt a valuation of land that has become rateable after the adoption of valuations by the Council for the relevant financial year.	Nil.	CEO
159967	71. Liability for Rates if Land is Not Rateable for the Whole of the Financial Year	Nil.	CEO

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Local Government Act 1999			
	71.2 The duty pursuant to Section 179(5) of the Act to refund to the principal ratepayer an amount proportionate to the remaining part of the financial year, if land ceases to be rateable during the course of a financial year and the rates have been paid.		
159968	72. Service of Rate Notice 72.1 The duty pursuant to Section 180(1) of the Act and in accordance with Section 180(2) of the Act to send to the principal ratepayer or, in the case of a service charge, the owner or occupier of the relevant land, a rates notice, as soon as practicable after: 72.1.1 the declaration of a rate; or 72.1.2 the imposition of a service charge; or 72.1.3 a change in the rates liability of land.	Nil.	CEO
159969	73. Payment of Rates - General Principles 73.1 The power pursuant to Section 181(2) of the Act to determine the day on which each instalment of rates falls due in the months of September, December, March and June of the financial year for which the rates are declared.	Nil.	Not Delegated
159970	73. Payment of Rates - General Principles 73.2 If the Council declares a general rate for a particular financial year after 31 August in that financial year, the power, pursuant to Section 181(3) of the Act, to adjust the months in which instalments would otherwise be payable under Section 181(1) (taking into account what is reasonable in the circumstances).	Nil.	Not Delegated
159971	73. Payment of Rates - General Principles 73.3 The power pursuant to Section 181(4)(b) of the Act to agree with the principal ratepayer that rates will be payable in such instalments falling due on such days as may be specified in the agreement and in that event, the ratepayer's rates will then be payable accordingly.	Nil.	CEO
159972	73. Payment of Rates - General Principles 73.4 The duty pursuant to Section 181(5) of the Act in relation to each instalment of rates to send a rates notice to the principal ratepayer shown in the assessment record in respect of the land setting out in accordance with Sections 181(6) and (7) of the Act: 73.4.1 the amount of the instalment; and 73.4.2 the date on which the instalment falls due, or in the case where payment is to be postponed under another provision of the Act, the information prescribed by the Regulations.	Nil.	CEO
159973	73. Payment of Rates - General Principles 73.5 The power pursuant to Section 181(7a) of the Act where the Council has entered into an agreement with a principal rate payer under Section 181(4)(b) of the Act, as part of the agreement, to vary the periods for the provision of a notice under Section 181(7) of the Act.	Nil.	CEO

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Local Government Act 1999			
159974	73. Payment of Rates - General Principles 73.6 The power pursuant to Section 181(9) of the Act to remit any amount payable under Section 181(8) of the Act in whole or in part.		CEO
159975	73. Payment of Rates - General Principles 73.7 The power pursuant to Section 181(11) of the Act to grant discounts or other incentives in order to encourage: 73.7.1 the payment of instalments of rates in advance; or 73.7.2 prompt payment of rates.	Nil.	Not Delegated
159976	73. Payment of Rates - General Principles 73.8 The power pursuant to Section 181(12)(b) of the Act to impose a surcharge or administrative levy not exceeding 1% of the rates payable in a particular financial year with respect to the payment of rates by instalments under Section 181(4)(b) of the Act.	Nil.	Not Delegated
159977	73. Payment of Rates - General Principles 73.9 The power pursuant to Section 181(13) and subject to Section 44(3)(b) of the Act in relation to the payment of separate rates or service rates, by written notice incorporated in a notice for the payment of those rates sent to the principal ratepayer shown in the assessment record in respect of the land at the address shown in the assessment record, at least 30 days before an amount is payable in respect of the rates for a particular financial year, to impose a requirement that differs from the requirements of Section 181 of the Act.	Nil.	Not Delegated
159978	73. Payment of Rates - General Principles 73.10 The power pursuant to Section 181(15) of the Act to decide that rates of a particular kind will be payable in more than 4 instalments in a particular financial year and in such case: 73.10.1 the instalments must be payable on a regular basis (or essentially a regular basis) over the whole of the financial year, or the remainder of the financial year depending on when the rates are declared; and 73.10.2 the Delegate must give at least 30 days notice before an instalment falls due.	Nil.	Not Delegated
159979	74. Remission and Postponement of Payment 74.1 The power pursuant to Section 182(1) of the Act to decide on the application of a ratepayer that payment of rates in accordance with the Act would cause hardship and, if so, to: 74.1.1 postpone payment in whole or in part for such period as the Delegate thinks fit; or 74.1.2 remit the rates in whole or in part.	74.1.1 is delegated to the CEO 74.1.2 is not delegated	CEO, Not Delegated
159980	74. Remission and Postponement of Payment 74.2 The power pursuant to Section 182(2) of the Act on a postponement of rates: 74.2.1 to grant the postponement on condition that the ratepayer pay interest on the amount affected by the postponement at a	Nil.	CEO

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Local Government Act 1999			
	rate fixed by the Delegate (but not exceeding the cash advance debenture rate); 74.2.2 to grant the postponement on other conditions determined by the Delegate; and 74.2.3 to revoke the postponement, at the Delegate's discretion (in which case the Delegate must give the ratepayer at least 30 days written notice of the revocation before taking action to recover rates affected by the postponement).		
159981	74. Remission and Postponement of Payment 74.3 The power pursuant to Section 182(3) of the Act to grant other or additional postponements of rates: 74.3.1 to assist or support a business in the Council's area; or 74.3.2 to alleviate the affects of anomalies that have occurred in valuations under the Act.	Nil.	Not Delegated
159982	74. Remission and Postponement of Payment 74.4 The power pursuant to Section 182(4) of the Act to grant other or additional remissions of rates on the same basis as applies under the Rates and Land Tax Remission Act 1986, (such remissions will be in addition to the remissions that are available under that Act).	Nil.	Not Delegated
159983	74. Remission and Postponement of Payment 74.5 The power pursuant to Section 182(5) of the Act to require a ratepayer who claims to be entitled to a remission of rates by virtue of a determination under Section 182(4) of the Act to provide evidence to the satisfaction of the Delegate verifying that entitlement.	Nil.	CEO
159984	74. Remission and Postponement of Payment 74.6 The power pursuant to Section 182(6) of the Act to revoke a determination under Section 182(4) of the Act at any time (but the revocation will not affect an entitlement to remission in relation to rates declared before the revocation takes effect).	Nil.	CEO
159985	75. Postponement of Rates - Seniors 75.1 The power pursuant to Section 132A(2) of the Act to require that an application pursuant to Section 182A(1) of the Act be accompanied by such information as the Delegate may reasonably require.	Nil.	CEO
159986	75. Postponement of Rates - Seniors 75.2 The power pursuant to Section 182A(3) of the Act, on an application for a postponement of the payment of the prescribed proportion of rates for the current or future financial made in accordance with Sections 182A(1) and (2) of the Act to: 75.2.1 reject an application for the postponement of rates; or 75.2.2 impose conditions on the postponement of rates but only in accordance with the Regulations.	Nil.	CEO
159987	76. Application of money in respect of rates 76.1 The power and the duty to apply monies received or recovered in respect of rates pursuant to and in accordance with Section 183 of the Act.	Nil.	CEO

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Local Government Act 1999			
159988	77. Sale of Land for Non-Payment of Rates 77.1 The power pursuant to Section 184(1) of the Act to sell land, if an amount payable by way of rates in respect of the land, has been in arrears for 3 years or more.	Nil.	Not Delegated
159989	77. Sale of Land for Non-Payment of Rates 77.2 The duty pursuant to Section 184(2) of the Act before selling land for non-payment of rates, to send a notice to the principal ratepayer at the address appearing in the assessment record: 77.2.1 stating the period for which the rates have been in arrears; and 77.2.2 stating the amount of the total liability for rates presently outstanding in relation to the land; and 77.2.3 stating that if that amount is not paid in full within 1 month of service of the notice (or such longer time as the Delegate may allow), the Council intends to sell the land for non-payment of rates.	Nil.	CEO
159990	77. Sale of Land for Non-Payment of Rates 77.3 The duty pursuant to Section 184(3) of the Act to send a copy of a notice sent to a principal ratepayer under Section 184(2) of the Act: 77.3.1 to any owner of the land who is not the principal ratepayer; and 77.3.2 to any registered mortgagee of the land; and 77.3.3 if the land is held from the Crown under a lease, licence or agreement to purchase, to the Minister who is responsible for the administration of the Crown Lands Act 1929.	Nil.	CEO
159991	77. Sale of Land for Non-Payment of Rates 77.4 If: 77.4.1 the Delegate cannot, after making reasonable enquiries, ascertain the name and address of a person to whom a notice is to be sent under Section 184(2) or (3) of the Act; or 77.4.2 the Delegate considers that it is unlikely that a notice sent under Section 184(2) or (3) of the Act would come to the attention of the person to whom it is to be sent, the power pursuant to Section 184(4) of the Act to effect service of the notice by: 77.4.3 placing a copy of the notice in a newspaper circulating throughout the State; and 77.4.4 leaving a copy of the notice in a conspicuous place on the land.	Nil.	CEO
159992	77. Sale of Land for Non-Payment of Rates 77.5 The power pursuant to Section 184(5) of the Act to proceed to have the land sold, if the outstanding amount of rates is not	Nil.	Not Delegated

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Local Government Act 1999			
	paid in full within the time allowed in the notice given to the ratepayer under Section 184(2) of the Act.		
159993	77. Sale of Land for Non-Payment of Rates 77.6 The duty pursuant to Section 184(6) and (7) of the Act to conduct the sale of land for non-payment of rates by public auction and the power to set the reserve price for the purposes of the auction, except in the case of land held from the Crown under a lease, licence or agreement to purchase, unless the Minister responsible for the administration of the Crown Lands Act 1929 grants consent to sale by public auction.	Nil.	CEO
159994	77. Sale of Land for Non-Payment of Rates 77.7 The duty pursuant to Section 184(8) of the Act to advertise the auction of land under Section 184 of the Act on at least 2 separate occasions in a newspaper circulating throughout the State.	Nil.	CEO
159995	77. Sale of Land for Non-Payment of Rates 77.8 The duty pursuant to Section 184(9) of the Act to call off the auction, if before the date of such an auction, the outstanding amount and the costs incurred by the Council in proceeding under this Section are paid to the Council.	Nil.	CEO
159996	77. Sale of Land for Non-Payment of Rates 77.9 The power pursuant to Section 184(10) of the Act to sell the land by private contract for the best price that can be reasonably obtained, if an auction fails or an auction is not held because the land is held from the Crown under a lease, licence or agreement to purchase.	Nil.	CEO
159997	77. Sale of Land for Non-Payment of Rates 77.10 The power and duty to apply monies received by the Council in respect of the sale of land for non-payment of rates pursuant to and in accordance with Section 184(11) of the Act.	Nil.	CEO
159998	77. Sale of Land for Non-Payment of Rates 77.11 The duty pursuant to Section 184(12) of the Act to make reasonable enquiries to find the owner of land to be sold for non-payment of rates and where the owner cannot be found, the power to deal with the amount payable to the owner as unclaimed money under the Unclaimed Moneys Act 1981.	Nil.	CEO
159999	78. Objection, Review or Appeal 78.1 If an objection, review or appeal in respect of a valuation of land results in the alteration of a valuation or of a decision to attribute a particular land use to land, and a due adjustment is made, the power pursuant to Section 186(2) of the Act and subject to Section 186(3), (4) and (5) of the Act: 78.1.1 to refund or credit the overpaid amount against future liabilities for rates on the land subject to the rates; or 78.1.2 to recover an additional amount payable on account of an alteration of the value as arrears after at least 30 days have expired from the date on which notification of the alteration is given to the person who initiated the objection, review or appeal.	Nil.	CEO
160000	79. Certificate of Liabilities 79.1 The power pursuant to Section 187(1) of the Act to issue a certificate, on application by or on behalf of a person who has an interest in land within the area, stating that:	Nil.	CEO

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Local Government Act 1999			
	79.1.1 the amount of any liability for rates or charges on the land imposed under Part 1 of Chapter 10 or Schedule 1B of the Act (including rates and charges under Part 1 of Chapter 10 or Schedule 1B of the Act that have not yet fallen due for payment, and outstanding interest or fines payable in respect of rates and charges under Part 1 of Chapter 10 or Schedule 1B of the Act); and 79.1.2 any amount received on account of rates or charges on the land imposed under this part, that is held in credit against future liabilities for rates or charges in relation to the land.		
160001	80. Investigation by Ombudsman 80.1 The duty pursuant to Section 187B(6) of the Act if the Ombudsman's report prepared pursuant to Section 187B(3) of the Act makes any recommendations as to action that should be taken by the Council, to within 2 months after receipt of that report, provide a written response to: 80.1.1 the Ombudsman; and 80.1.2 if relevant, the person who made the complaint.	Nil.	CEO
160002	80. Investigation by Ombudsman 80.2 The power pursuant to Section 187B(7) of the Act to grant a rebate or remission of any rate or service charge, or of any charge, fine or interest under Part 1 of Chapter 10 of the Act, if the Ombudsman recommends that the Council do so on the ground of special circumstances pertaining to a particular ratepayer.	Nil.	CEO
160003	81. Fees and Charges 81.1 The power pursuant to Section 188(1) and (2) of the Act to impose fees and charges: 81.1.1 for the use of any property or facility owned, controlled, managed or maintained by the Council; 81.1.2 for services supplied to a person at his or her request; 81.1.3 for carrying out work at a person's request;	Nil.	Not Delegated
160004	81. Fees and Charges 81.2 The power pursuant to Section 188(3) of the Act to provide for: 81.2.1 specific fees and charges; 81.2.2 maximum fees and charges and minimum fees and charges; 81.2.3 annual fees and charges; 81.2.4 the imposition of fees or charges according to specified factors;	Nil.	Not Delegated
160181	81. Fees and Charges	Nil.	Not

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Local Government Act 1999			
	81.2 The power pursuant to Section 188(3) of the Act to provide for: 81.2.5 the variation of fees or charges according to specified factors in respect of fees and charges set under Section 188(1)(a) - (c) of the Act inclusive; and		Delegated
160180	81. Fees and Charges 81.2.6 the reduction, waiver or refund, in whole or in part, of any fees and charges.	Nil.	CEO
160005	81. Fees and Charges 81.3 The power pursuant to Section 188(5) of the Act to fix, vary or revoke those fees and charges set under Section 188(1)(a), (b) and (c) of the Act.	Nil.	Not Delegated
160006	81. Fees and Charges 81.4 The duty pursuant to Section 188(6) of the Act to keep a list of fees and charges imposed under this Section on public display during ordinary office hours at the principal office of the Council.	Nil.	CEO
160007	81. Fees and Charges 81.5 The duty pursuant to Section 188(7) of the Act to, if the Council fixes or varies a fee imposed under this Section, up-date the list referred to in Section 188(6) of the Act and take reasonable steps to bring the fee or charge, or variation of the fee or charge, to the notice of persons who may be affected.	Nil.	CEO
160008	82. Acquisition of Land by Agreement 82.1 The power pursuant to Section 190 of the Act to acquire land by agreement.	Nil.	Not Delegated
160009	83. Compulsory Acquisition of Land 83.1 The power pursuant to Section 191(1) of the Act to acquire land compulsorily, in circumstances which require the Minister's written approval, after the Council has obtained the Minister's approval.	Nil.	Not Delegated
160010	83. Compulsory Acquisition of Land 83.2 The power pursuant to Section 191(2) of the Act to acquire land compulsorily for a purpose classified by the Regulations as an approved purpose.	Nil.	Not Delegated
160011	84. Assumption of Care, Control and Management of Land 84.1 The power pursuant to Section 192(1) of the Act to assume the care, control and management of land in the Council area that has been set aside for the use or enjoyment of the public or a section of the public under the circumstances specified in Section 192(1)(a) and (b) of the Act.	Nil.	Not Delegated
160012	84. Assumption of Care, Control and Management of Land 84.2 The duty pursuant to Section 192(4) of the Act to immediately cause a copy of a resolution under Section 192(1) of the Act to assume the care, control and management of land to be published in the Gazette.	Nil.	CEO
160013	85. Classification 85.1 The duty pursuant to Section 193(6) of the Act to give notice in the Gazette of a resolution:	Nil.	CEO

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Local Government Act 1999			
	85.1.1 to exclude land from classification as community land under Section 193(4) of the Act; or 85.1.2 to classify as community land, land that had previously been excluded from classification as such under Section 193(5) of the Act.		
160014	86. Revocation of Classification of Land as Community Land 86.1 The duty pursuant to Section 194(2) of the Act before the Council revokes the classification of land as community land to: 86.1.1 prepare and make publicly available a report on the proposal containing: 86.1.1.1 a summary of reasons for the proposal; and 86.1.1.2 a statement of any dedication, reservation or trust to which the land is subject; and 86.1.1.3 a statement of whether revocation of the classification is proposed with a view to sale or disposal of the land and, if so, details of any Government assistance given to acquire the land and the statement of how the Council proposes to use the proceeds; and 86.1.1.4 an assessment of how implementation of the proposal would affect the area and the local community; and 86.1.1.5 if the Council is not the owner of the land, a statement of any requirements made by the owner of the land as a condition of approving the proposed revocation of the classification; and 86.1.2 follow the relevant steps set out in the Council's public consultation policy.	Nil.	CEO
160015	86. Revocation of Classification of Land as Community Land 86.2 After complying with the requirements of Section 194(2) of the Act, the duty pursuant to Section 194(3) of the Act to prepare a report on all submissions made on it as part of the public consultation process.	Nil.	CEO
160016	86. Revocation of Classification of Land as Community Land 86.3 The power pursuant to Section 194(4) of the Act to consult with the Minister in relation to a regulation made under Section 194(1) over a specific piece of land.	Nil.	CEO
160017	87. Effect of Revocation of Classification 87.1 If it appears from the Register Book that the land is subject to a dedication, reservation or trust, other than a dedication, reservation or trust under the Crown Lands Act 1929, the duty pursuant to Section 195(2) of the Act immediately after the revocation of the classification of the land as community land, to give notice of the revocation to the Registrar-General in the manner and form approved by the Registrar General.	Nil.	CEO
160018	88. Management Plans 88.1 The power and duty pursuant to and in accordance with Section 196(1), (2), (3) and (7) of the Act to prepare and adopt management plan or management plans for the Council's community land, for which a management plan must be prepared, that:	Nil.	CEO

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Local Government Act 1999			
	88.1.1 identifies the land to which it applies; and 88.1.2 states the purpose for which the land is held by the Council; and 88.1.3 states the Council's objectives, policies (if any) and proposals for the management of the land; and 88.1.4 states performance targets and how the Council proposes to measure its performance against its objectives and performance targets.		
160019	88. Management Plans 88.2 If a management plan relates to land that is not in the Council's ownership, the power and duty pursuant to Section 196(4) of the Act to consult with the owner of the land at an appropriate stage during the preparation of the plan and the plan must: 88.2.1 identify the owner of the land; and 88.2.2 state the nature of any trust, dedication or restriction to which the land is subject apart from the Act; and 88.2.3 contain any provisions that the owner reasonably requires and identify those provisions as provisions required by the owner.	Nil.	CEO
160020	88. Management Plans 88.3 The duty pursuant to Section 196(5) of the Act to ensure (as far as practicable) that the management plan is consistent with other relevant official plans and policies about conservation, development and use of the land and contains any special provisions required under the Regulations.	Nil.	CEO
160021	89. Public Consultation on Proposed Management Plan 89.1 Before the Council adopts a management plan for community land, the duty to pursuant to Section 197(1) of the Act and subject to Section 197(2) of the Act: 89.1.1 make copies of the proposed plan available for inspection or purchase at the Council's principal office; and 89.1.2 follow the relevant steps set out in Council's public consultation policy.	Nil.	CEO
160022	89. Public Consultation on Proposed Management Plan 89.2 The duty pursuant to Section 197(3) of the Act to give public notice of the adoption of a management plan.	Nil.	CEO
160023	90. Amendment or Revocation of Management Plan 90.1 The power pursuant to Section 198(1) of the Act and in accordance with Section 198(2) and (3) of the Act to amend or revoke a management plan by the adoption of a proposal for its amendment or revocation.	Nil.	CEO
160024	90. Amendment or Revocation of Management Plan 90.2 The power pursuant to Section 198(2) and (3) of the Act to conduct public consultation prior to the Council or the Delegate	Nil.	CEO

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Local Government Act 1999			
	adopting a proposal for amendment to or revocation of a management plan, unless in the opinion of the Delegate the amendment has no impact or no significant impact on the interests of the community.		
160025	90. Amendment or Revocation of Management Plan 90.3 The duty pursuant to Section 198(4) of the Act to give public notice of Council's or the Delegate's adoption of a proposal for the amendment or revocation of a management plan.	Nil.	CEO
160026	91. Effect of Management Plan 91.1 The duty pursuant to Section 199 of the Act to manage community land in accordance with any management plan for the relevant land.	Nil.	CEO
160027	92. Use of Community Land for Business Purposes 92.1 The power pursuant to Section 200(1), (2) and (3) of the Act to approve a person's use of community land for a business purpose, consistent with provisions of the management plan and on any conditions the Delegate considers appropriate.	Nil.	CEO
160028	93. Sale or Disposal of Local Government Land 93.1 The power pursuant to Section 201(1) of the Act to sell or otherwise dispose of an interest in land: 93.1.1 vested in the Council in fee simple; or 93.1.2 vested in the Council as lessee.	Nil.	Not Delegated
160029	93. Sale or Disposal of Local Government Land 93.2 The power pursuant to Section 201(2) of the Act to: 93.2.1 grant an easement (including a right of way) over community land; and 93.2.2 grant an easement (excluding a right of way) over a road or part of a road.	Nil.	Not Delegated
160030	94. Alienation of Community Land by Lease or Licence 94.1 The power pursuant to Section 202(1) and (5) of the Act and subject to Section 202(7) of the Act to grant a lease or licence over community land (including community land that is, or forms part of, a park or reserve), for: 94.1.1 the erection or removal of buildings and other structures for the purpose of activities conducted under the lease or licence; 94.1.2 the exclusion, removal or regulation of persons, vehicles or animals from or on the land, and the imposition of admission or other charges (subject to the fixing or varying of the charge by Council, pursuant to Section 44(3)(j) of the Act); 94.1.3 any other matter relevant to the use or maintenance of the land.	Nil.	Not Delegated
160031	94. Alienation of Community Land by Lease or Licence 94.2 The duty pursuant to Section 202(2) and (3) of the Act and subject to Section 202(7) of the Act before granting a lease or licence relating to community land to follow the relevant steps set out in Council's public consultation policy, unless:	Nil.	Not Delegated

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Local Government Act 1999			
	94.2.1 the grant of the lease or the licence is authorised in an approved management plan for the land and the term of the proposed lease or licence is 5 years or less; or 94.2.2 the Regulations provide, in the circumstances of the case, for an exemption from compliance with the public consultation policy.		
160032	94. Alienation of Community Land by Lease or Licence 94.3 The power and duty pursuant to Section 202(4) of the Act and subject to Section 202(4a) and Section 202(7) of the Act to grant or renew a lease or a licence for a term (not exceeding 42 years) and to extend the term of the lease or licence but not so that the term extends beyond a total of 42 years.	Nil.	Not Delegated
160033	94. Alienation of Community Land by Lease or Licence 94.4 The duty pursuant to Section 202(6) of the Act and subject to Section 202(7) of the Act to ensure that a lease or licence relating to community land is consistent with any relevant management plan.	Nil.	CEO
160034	95. Register 95.1 The duty pursuant to Section 207(1) of the Act to keep a register of all community land in Council's area.	Nil.	CEO
160035	95. Register 95.2 The duty pursuant to Section 207(2)(a) and (b) of the Act to ensure that the register: 95.2.1 contains the information required by the Regulations; and 95.2.2 contains copies of current management plans.	Nil.	CEO
160036	95. Register 95.3 The power pursuant to Section 207(2)(c) of the Act to include in the register (if the Delegate so decides) a computer record of the relevant information.	Nil.	CEO
160037	95. Register 95.4 The duty pursuant to Section 207(3) and (4) of the Act to make available the register of all community land in the Council's area for inspection (without charge) or purchase (on payment of a fee fixed by the Council) by the public at the principal office of the Council during ordinary office hours.	Nil.	CEO
160038	96. Ownership of Public Roads 96.1 The duty pursuant to Section 208(4) of the Act to cause a copy of a resolution declaring a road or land to be a public road, or preserving an easement under Section 208(3), to be published in the Gazette.	Nil.	CEO
160039	97. Ownership of Fixtures and Equipment Installed on Public Roads 97.1 The power pursuant to Section 209(3) of the Act to enter into an agreement with the provider of public infrastructure or the holder of an authorisation or permit under Section 209(1) and (2) of the Act which provides for the vesting of property in fixtures and equipment in the Council.	Nil.	CEO
160040	98. Conversion of Private Road to Public Road 98.1 The duty pursuant to Section 210(1)(b) of the Act to make reasonable enquiries to find the owner of a private road which	Nil.	CEO

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Local Government Act 1999			
	the Council is seeking to declare be a public road.		
160041	98. Conversion of Private Road to Public Road 98.2 The duty pursuant to Section 210(2) of the Act at least 3 months before the Council makes a declaration under Section 210 of the Act to: 98.2.1 if the identity and whereabouts of the owner of the road are known to the Council, give written notice to the owner of land subject to the proposed declaration; and 98.2.2 if a person has some other form of registered legal interest over the road and the identity and whereabouts of that person are known to the Council - give written notice to the person of the proposed declaration; and 98.2.3 give public notice of the proposed declaration.	Nil.	CEO
160042	98. Conversion of Private Road to Public Road 98.3 The duty pursuant to Section 210(5) to publish in the Gazette a declaration of the Council made in accordance with Section 210(1) of the Act.	Nil.	CEO
160043	98. Conversion of Private Road to Public Road 98.4 The duty pursuant to Section 210(7) of the Act to furnish to the Registrar-General a copy of any declaration under Section 210 of the Act in a manner and form approved by the Registrar-General immediately after it is made.	Nil.	CEO
160044	99. Highways 99.1 The power pursuant to Section 211(1)(a) of the Act to enter into an agreement with the Commissioner of Highways in order for the Council to exercise its powers under Part 2 of Chapter 11 of the Act in relation to a highway.	Nil.	CEO
160045	100. Power to Carry Out Roadwork 100.1 The power pursuant to Section 212(1) of the Act to have road works carried out in the Council's area or, by agreement with another Council, in the area of another Council.	Nil.	CEO
160046	100. Power to Carry Out Roadwork 100.2 The power pursuant to Section 212(3) of the Act to do anything reasonably necessary for, or incidental, to roadwork pursuant to Section 212(2) of the Act, providing that: 100.2.1 the roadwork is carried out in compliance with any relevant requirement under the Road Traffic Act 1961; and 100.2.2 before carrying out roadwork in relation to a road that runs into or intersects with a highway (and that may have an effect on the users of that highway), consult with the Commissioner of Highways; and 100.2.3 the roadwork in relation to a private road is only carried out if: 100.2.3.1 the owner agrees; or	Nil.	CEO

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Local Government Act 1999			
	100.2.3.2 the Council has given the owner reasonable notice of the proposed roadwork and a reasonable opportunity to make representations and has considered any representations made in response to the notice; or 100.2.3.3 the identity or whereabouts of the owner is unknown; and 100.2.4 the roadwork on other private land is carried out with the agreement of the owner (unless otherwise provided in the Act).		
160047	101. Recovery of Cost of Roadwork 101.1 Where roadwork has been carried by agreement, the power pursuant to Section 213(1) of the Act to recover the whole of the cost or an agreed contribution determined by the Delegate under the terms of the agreement. 101.2 Where roadwork has been carried out to repair damage to a road, the power pursuant to Section 213(2) of the Act to recover the cost of carrying out the work, as a debt, from: 101.2.1 the person who caused the damage; or 101.2.2 in the case of damage caused by the bursting, explosion or fusion of any pipe, wire, cable, fitting or other object - the person who is the owner, or who has control of that infrastructure. 101.3 If the Council carries out roadwork on a private road, the power pursuant to Section 213(3) of the Act to recover the cost of the work or a contribution towards the cost of the work determined by the Delegate as a debt from the owner of the private road.	Nil.	CEO
160048	102. Contribution Between Councils where Road is on Boundary Between Council Areas 102.1 Where roadwork is a carried out on a road on the boundary between 2 Council areas, the power pursuant to Section 214(1) and (2) of the Act to recover a reasonable contribution from the other Council towards the cost of the work, being an amount agreed between the Councils or, in the absence of an agreement, an amount determined by the Court in which the action for contribution is bought.	Nil.	CEO
160049	103. Special Provisions for Certain Kinds of Roadwork 103.1 If the Council changes the level of a road, the duty pursuant to Section 215(1) of the Act to: 103.1.1 ensure that adjoining properties have adequate access to the road; and 103.1.2 construct any retaining walls, embankments or other structures necessary to provide protection required in consequence of the change of level.	Nil.	CEO
160050	103. Special Provisions for Certain Kinds of Roadwork 103.2 The power pursuant to Section 215(2) of the Act to carry out road work to allow water from a road to drain into adjoining property if, in the Delegate's opinion: 103.2.1 there is no significant risk of damage to the adjoining property; or	Nil.	CEO

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Local Government Act 1999			
	103.2.2 the road work does not significantly increase the risk of damage to adjoining property.		
160051	103. Special Provisions for Certain Kinds of Roadwork 103.3 The duty pursuant to Section 215(4) of the Act to give reasonable notice of proposed action to drain water into land under Section 215(2) of the Act to the owner of the land, except in a case of urgency.	Nil.	CEO
160052	104. Power to Order Owner of Private Road to Carry out Specific Roadwork 104.1 The power pursuant to Section 216(1) of the Act to, by order in writing in accordance with Section 216(2) of the Act to the owner of a private road, require the owner to carry out specified roadwork to repair or improve the road.	Nil.	CEO
160053	104. Power to Order Owner of Private Road to Carry out Specific Roadwork 104.2 The duty pursuant to Section 216(2) of the Act to apply Divisions 2 and 3 of Part 2 of Chapter 12 of the Act with respect to: 104.2.1 any proposal to make an order; and 104.2.2 if an order is made, any order, under Section 216(1) of the Act.	Nil.	CEO
160054	105. Power to Order Owner of Infrastructure on Road to Carry Out Specified Maintenance or Repair Work. 105.1 The power pursuant to Section 217(1) of the Act by order in writing to the owner of a structure or equipment (including pipes, wires, cables, fittings and other objects) installed in, on, across, under or over a road, to require the owner: 105.1.1 to carry out specified work by way of maintenance or repair; or 105.1.2 to move the structure or equipment in order to allow the Council to carry out roadwork.	Nil.	CEO
160055	105. Power to Order Owner of Infrastructure on Road to Carry Out Specified Maintenance or Repair Work. 105.2 Where the order made pursuant to Section 217(1) of the Act is not complied with within a reasonable time fixed in the order, the power pursuant to Section 217(2)(a) of the Act to take action required by the order and to recover the cost of doing so as a debt from the owner.	Nil.	CEO
160056	106. Power to Require Owner of Adjoining Land to Carry Out Specific Work 106.1 The power pursuant to Section 218(1) of the Act to, by order in writing in accordance with Section 218(2) of the Act to the owner of land adjoining the road, require the owner to carry out specified work to construct, remove or repair a crossing place from the road to the land.	Nil.	CEO
160057	106. Power to Require Owner of Adjoining Land to Carry Out Specific Work 106.2 The duty pursuant to Section 218(2) of the Act to apply Divisions 2 and 3 of Part 2 of Chapter 12 of the Act with respect to: 106.2.1 any proposal to make an order; and 106.2.2 if an order is made, any order under Section 218(1) of the Act.	Nil.	CEO

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Local Government Act 1999			
160058	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.1 The power pursuant to Section 219(1) of the Act to assign a name to a public or private road, or to a public place, or change the name of a public or private road, or of a public place.	Nil.	Not Delegated
160059	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.2 The duty pursuant to Section 219(1a) of the Act to assign a name to a public road created after the commencement of Section 219(1a) of the Act by land division.	Nil.	Not Delegated
160060	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.3 Where it is proposed to change the name of a public road that runs into the area of an adjoining council, the duty pursuant to Section 219(2) of the Act to: 107.3.1 give the adjoining council at least 2 months notice of the proposed change; and 107.3.2 consider any representations made by the adjoining council in response to that notice.	Nil.	CEO
160061	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.4 The duty pursuant to Section 219(3) of the Act to: 107.4.1 immediately notify the Registrar-General, the Surveyor-General and the Valuer-General of the assignment of a name, or the change of a name, under Section 219 of the Act; and 107.4.2 on request by the Registrar-General, the Surveyor-General or the Valuer-General, provide information about the names of roads or public places in the Council's area.	Nil.	CEO
160062	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.5 The duty pursuant to Section 219(4) of the Act to give public notice of the assigning or changing of a name under Section 219(1) of the Act.	Nil.	CEO
160063	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.6 The power pursuant to Section 219(5) of the Act to prepare and adopt a policy relating to the assigning of names under Section 219 of the Act.	Nil.	Not Delegated
160064	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.7 The power pursuant to Section 219(6) of the Act to, at any time, alter a policy or substitute a new policy.	Nil.	Not Delegated
160065	107. Power to Assign a Name, or Change the Name, of a Road or Public Place 107.8 The duty pursuant to Section 219(7) of the Act to publish notice of the adopting or altering of a policy under Section 219 of the Act: 107.8.1 in the Gazette; and 107.8.2 in a newspaper circulating in the area of the council; and	Nil.	CEO

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Local Government Act 1999			
	107.8.3 on a website determined by the Chief Executive Officer.		
160066	108. Numbering of Premises and Allotments 108.1 The power pursuant to Section 220(1) of the Act to adopt a numbering system for buildings and allotments adjoining a road.	Nil.	CEO
160067	108. Numbering of Premises and Allotments 108.2 The duty pursuant to Section 220(1a) of the Act to assign a number (as part of its primary street address) to all buildings or allotments adjoining a public road created after the commencement of Section 220(1a) of the Act by land division.	Nil.	CEO
160068	108. Numbering of Premises and Allotments 108.3 The duty pursuant to Section 220(1b) of the Act to ensure that an assignment under Section 220(1a) of the Act occurs within 30 days after the issue of certificate of title in relation to the relevant land division in accordance with any requirements prescribed by regulations made for the purposes of Section 220(1b) of the Act.	Nil.	CEO
160069	108. Numbering of Premises and Allotments 108.4 The power pursuant to Section 220(2) of the Act to, from time to time, alter a numbering system, or substitute a new numbering system, under Section 220 of the Act.	Nil.	CEO
160070	108. Numbering of Premises and Allotments 108.5 The duty pursuant to Section 220(3) of the Act to give public notice of the adopting, altering or substituting of a numbering system for a particular road.	Nil.	CEO
160071	108. Numbering of Premises and Allotments 108.6 The duty pursuant to Section 220(4) of the Act to notify the Valuer-General of the decision to adopt, alter or substitute a numbering system.	Nil.	CEO
160072	108. Numbering of Premises and Allotments 108.7 The power pursuant to Section 220(6) of the Act to request an owner of land to ensure that the appropriate number for the owner's building or allotment is displayed in a form directed or approved by the Delegate.	Nil.	CEO
160073	109. Alteration of Road 109.1 The power pursuant to Section to 221(1) and (2) of the Act to authorise a person (other than the Council or a person acting under some other statutory authority) to make an alteration to a public road, such as: 109.1.1 altering the construction or arrangement of the road to permit or facilitate access from an adjacent property; or 109.1.2 erecting or installing a structure (including pipes, wires, cables, fixtures, fittings and other objects) in, on, across, under or over the road; or 109.1.3 changing or interfering with the construction, arrangement or materials of the road; or 109.1.4 changing, interfering with or removing a structure (including pipes, wires, cables, fixtures, fittings and other objects)	Nil.	CEO

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Local Government Act 1999			
	associated with the road; or 109.1.5 planting a tree or other vegetation on the road, interfering with vegetation on the road or removing vegetation from the road.		
160074	109. Alteration of Road 109.2 Before authorising the erection or installation of a structure under Section 221(2)(b) of the Act the duty pursuant to Section 221(4) of the Act to give consideration as to whether the structure will: 109.2.1 unduly obstruct the use of the road; or 109.2.2 unduly interfere with the construction of the road; or 109.2.3 have an adverse effect on road safety.	Nil.	CEO
160075	109. Alteration of Road 109.3 The power pursuant to Section 221(6) of the Act to grant an authorisation under Section 221 of the Act: 109.3.1 for a particular act or occasion; or 109.3.2 for a term which is, subject to revocation for breach of a condition, to remain in force for a term (not exceeding 42 years) stated in the authorisation and, at the expiration of the term, the power to renew the term for a further term (not exceeding 42 years) fixed by the Delegate at the time of the renewal.	Nil.	CEO
160076	110. Permits for Business Purposes 110.1 The power pursuant to Section 222(1) of the Act to authorise a person to use a public road for business purposes and to give a permit to do so.	Nil.	CEO
160077	110. Permits for Business Purposes 110.2 Subject to the Act, the power pursuant to Section 222(2) of the Act to issue a permit that grants rights of exclusive occupation in relation to part of a public road.	Nil.	CEO
160078	110. Permits for Business Purposes 110.3 The power pursuant to Section 222(3) of the Act to issue a permit to use a public road for a particular occasion or for a term stated in the permit.	Nil.	CEO
160079	111. Public Consultation 111.1 The duty pursuant to Section 223(1) of the Act before granting the authorisation to alter a public road or the permit to use a public road for business purposes, to follow the relevant steps set out in Council's public consultation policy, if the Delegate proposes to grant an authorisation or permit: 111.1.1 that confers a right of exclusive occupation; or	Nil.	CEO

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Local Government Act 1999			
	111.1.2 that would have the effect of restricting access to a road; or 111.1.3 in relation to a use or activity for which public consultation is required under the Regulations.		
160080	111. Public Consultation 111.2 The duty pursuant to Section 223(2) of the Act to give written notice of the proposal to agencies that are, under the Regulations, to be notified of the proposal to grant an authorisation to alter a public road or to permit the use of a public road for business purposes.	Nil.	CEO
160081	112. Conditions of Authorisation or Permit 112.1 The power pursuant to Section 224 of the Act to grant an authorisation or permit under Division 6 of Part 2, Chapter 11 on conditions the Delegate considers appropriate.	Nil.	CEO
160082	113. Cancellation of Authorisation or Permit 113.1 The power pursuant to Section 225(1) of the Act by notice in writing to the holder of an authorisation or permit, to cancel the authorisation or permit for breach of a condition.	Nil.	CEO
160083	113. Cancellation of Authorisation or Permit 113.2 The duty pursuant to Section 225(2) of the Act before cancelling an authorisation or permit, to: 113.2.1 give the holder of the authorisation or permit a written notice of the proposed cancellation stating the grounds on which the Delegate proposes to act and allowing the holder a reasonable period to make written representations to the Delegate on the proposed cancellation; and 113.2.2 consider any representations made in response to the notice.	Nil.	CEO
160084	113. Cancellation of Authorisation or Permit 113.3 The power pursuant to Section 225(3) of the Act to determine if a shorter period of notice should apply under Section 225(2)(a) of the Act, to protect the health or safety of the public, or otherwise to protect the public interest.	Nil.	CEO
160085	114. Register 114.1 The power and duty pursuant to Section 231(1) and (2) of the Act to keep a register of public roads in the Council's area, which: 114.1.1 includes the information required by regulation; and 114.1.2 may consist (if the Delegate so decides) of a computer record of the relevant information.	Nil.	CEO
160086	114. Register 114.2 The duty pursuant to Section 231(3) and (4) of the Act to make the register available for public inspection (without charge) and purchase of extracts (upon payment of a fee fixed by the Council) at the principal office of the Council during ordinary office hours.	Nil.	CEO
160087	115. Trees	Nil.	CEO

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Local Government Act 1999			
	The power pursuant to Section 232 of the Act to plant vegetation or authorise or permit the planting of vegetation, on a road, only after complying with the following matters (in addition to complying with any other statutory requirement): 115.1 giving consideration to whether the vegetation is, on balance, appropriate to the proposed site taking into account - 115.1.1 environmental and aesthetic issues; and 115.1.2 the use and construction of the road (including the potential for interference with the construction of the road or with structures (including pipes, wires, cables, fixtures, fittings or other objects) in the road); and 115.1.3 road safety matters; and 115.1.4 other matters (if any) considered relevant by the Delegate; and 115.2 where the vegetation may have a significant impact on residents, the proprietors of nearby businesses or advertisers in the area, to follow the relevant steps set out in its public consultation policy.		
160088	116. Damage 116.1 The power pursuant to Section 233(1) and (2) of the Act to recover damages, in the same way as damages for a tort, where a person, without the Council's permission, intentionally or negligently damages a road or a structure (including pipes, wires, cables, fixtures, fittings and other objects) belonging to the Council associated with the road.	Nil.	CEO
160089	117. Council's Power to Remove Objects etc from Roads 117.1 The power pursuant to Section 234(1) of the Act to remove and dispose of any structure, object or substance from a road if: 117.1.1 it has been erected, placed or deposited on the road without the authorisation or permit required under Part 2 of Chapter 11 of the Act; or 117.1.2 an authorisation or permit has been granted but has later expired or been cancelled.	Nil.	CEO
160090	117. Council's Power to Remove Objects etc from Roads 117.2 The power pursuant to Section 234(2) of the Act to recover the cost of acting under Section 234 of the Act as a debt from the person who erected, placed or deposited the structure, object or substance on the road.	Nil.	CEO
160091	117. Council's Power to Remove Objects etc from Roads 117.3 Where, as a result of an accident involving a vehicle or vehicles, any wreckage, objects or materials are left on a road, the power pursuant to Section 234(3) of the Act to clear the area and to recover the cost from the driver of the vehicle or, if more than one vehicle was involved, the driver of any one of the vehicles.	Nil.	CEO
160092	119. Abandonment of Vehicles and Farm Implements	Nil.	CEO

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Local Government Act 1999			
	119.1 The power pursuant to Section 236(2) of the Act to seek an order from the court by which a person is convicted of an offence against Section 236(1) of the Act, that the convicted person pay to the Council any costs incurred by the Council in removing or disposing of a vehicle abandoned on a public road or public place.		
160093	120. Removal of Vehicles 120.1 The duty pursuant to Section 237(4) of the Act to ensure that the owner of the vehicle is notified of the removal of the vehicle: 120.1.1 by written notice in the prescribed form: 120.1.1.1 served on the owner personally; or 120.1.1.2 served on the owner by the use of person-to-person registered post, as soon as practicable after the removal of the vehicle; or 120.1.2 if the owner is unknown or cannot be found - by public notice published in a newspaper circulating generally in the State within 14 days after the removal of the vehicle.	Nil.	CEO
160094	120. Removal of Vehicles 120.2 If the owner of a removed vehicle does not, within 1 month after service or publication of the notice, pay all expenses in connection with the removal, custody and maintenance of the vehicle, and of serving, publishing or posting the notice, and take possession of the vehicle, the power and duty pursuant to Section 237(5) of the Act to, subject to Section 237(6)(b) of the Act, offer the vehicle for sale by public auction or public tender.	Nil.	CEO
160095	120. Removal of Vehicles 120.3 The power pursuant to Section 237(6) of the Act to dispose of the vehicle in such manner as the Delegate thinks fit if: 120.3.1 the vehicle is offered for sale but not sold; or 120.3.2 the Delegate reasonably believes that the proceeds of the sale of the vehicle would be unlikely to exceed the costs incurred in selling the vehicle or the costs incidental to removing or holding the vehicle, or those costs combined.	Nil.	CEO
160096	120. Removal of Vehicles 120.4 The duty pursuant to Section 237(7) of the Act, where the vehicle is sold, to apply the proceeds of sale as follows: 120.4.1 firstly, in payment of the costs of and incidental to the sale; 120.4.2 secondly, in payment of the costs of and incidental to the removal, custody and maintenance of the vehicle and of the notice served, posted or published under Section 237 of the Act; 120.4.3 thirdly, in payment of the balance to the owner of the vehicle.	Nil.	CEO
160097	120. Removal of Vehicles 120.5 The duty pursuant to Section 237(8) of the Act to make reasonable inquiry to find the owner of the vehicle following sale	Nil.	CEO

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Local Government Act 1999			
	and, if after that reasonable inquiry, the owner cannot be found, the duty to pay the balance of the proceeds of sale to the Council.		
160098	120. Removal of Vehicles 120.6 The duty pursuant to Section 237(9) of the Act to take reasonable steps to return property found in the vehicle, and where the property cannot be returned, the duty to deal with the property as unclaimed goods under the Unclaimed Goods Act 1987 as if the Council were the bailee of those goods.	Nil.	CEO
160099	121. Time Limits for Dealing with Certain Applications 121.1 Where the power to decide upon certain applications to which the Section applies has been delegated, the duty pursuant to Section 242(1) and (2) of the Act within two months after the relevant date, to make a decision in respect of the application and, if not so decided, it is taken to have been refused.	Nil.	CEO
160100	121. Time Limits for Dealing with Certain Applications 121.2 The duty pursuant to Section 242(3) of the Act to notify the applicant in writing as soon as practicable of a decision or presumptive decision on an application to which Section 242 of the Act applies.	Nil.	CEO
160101	122. Registrar-General to Issue Certificate of Title 122.1 The duty pursuant to Section 243(1) of the Act to apply to the Registrar-General for the issue of a Certificate of Title for the land under the Real Property Act 1896, where land vests for an estate in fee simple in the Council under this Act.	Nil.	CEO
160102	122. Registrar-General to Issue Certificate of Title 122.2 The duty pursuant to Section 243(2) of the Act to make such application to the Registrar-General for the issue of a Certificate of Title as follows: 122.2.1 in a manner and form approved by the Registrar-General; and 122.2.2 accompanied by: 122.2.2.1 Deliberately left blank. 122.2.2.2 any surveys of the land and other materials that the Registrar-General may reasonably require; and 122.2.2.3 a fee fixed by the Registrar-General.	Nil.	CEO
160103	123. Liability for Injury, Damage or Loss Caused by Certain Trees 123.1 The power and duty pursuant to Section 245 of the Act to take reasonable action in response to a written request by an owner or occupier of property adjacent to a road for the Council to take reasonable action to avert a risk of damage to property of the owner or occupier from a tree growing in the road (whether planted by the Council or not).	Nil.	CEO
160104	124. Council May Require Bond or Other Security in Certain Circumstances 124.1 Subject to Section 245A of the Act, if, 124.1.1 a person has approval to carry out development under the Development Act 1993; and	Nil.	CEO

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Local Government Act 1999			
	124.1.2 the delegate has reason to believe that the performance of work in connection with the development could cause damage to any local government land (including a road) within the vicinity of the site of the development, the power, pursuant to Section 245A of the Act, to, by notice in writing serve on the person who has the benefit of the approval, require the person to enter into an agreement that complies with any requirements prescribed by the regulations so as to ensure that money is available to address the cost of any damage that may be caused.		
160105	124. Council May Require Bond or Other Security in Certain Circumstances 124.2 The power pursuant to Sections 37(b) and 245A of the Act, where a person has approval to carry out development under the Development Act 1993 and a notice in writing has been served pursuant to Section 245A of the Act on the person who has the benefit of the approval, to enter into an agreement that complies with any requirements prescribed by the regulations so as to ensure that money is available to address the cost of any damage that may be caused.	Nil.	CEO
160106	125. Power to Make By-Laws 125.1 The duty pursuant to Section 246(4a) of the Act, if the Council makes a determination under Section 246(3)(e) of the Act, to ensure that notice of the determination is published in the Gazette and in a newspaper circulating in the area of the Council.	Nil.	CEO
160107	126. Passing By-Laws 126.1 If it is proposed that the Council make a by-law, then at least 21 days before the Council resolves to make the by-law, the duty pursuant to Section 249(1) of the Act to: 126.1.1 make copies of the proposed by-law (and any code, standard or other document proposed to be applied or incorporated by the by-law) available for public inspection, without charge and during ordinary office hours, at the principal office of the Council, and so far as is reasonable practicable on the Internet; and 126.1.2 by notice in a newspaper circulating in the area of the Council: 126.1.2.1 inform the public of the availability of the proposed by law; and 126.1.2.2 set out the terms of the by-law, or describe in general terms the by-law's nature and effect.	Nil.	CEO
160108	126. Passing By-Laws 126.2 Before the Council makes a by-law, the duty pursuant to Section 249(4) of the Act to obtain a certificate, in the prescribed form, signed by a legal practitioner certifying that, in the opinion of the legal practitioner: 126.2.1 the Council has power to make the by-law by virtue of a statutory power specified in the certificate; and 126.2.2 the by-law is not in conflict with the Act.	Nil.	CEO
160109	126. Passing By-Laws 126.3 The duty pursuant to Section 249(5) of the Act to publish a by-law in the Gazette.	Nil.	CEO
160110	126. Passing By-Laws 126.4 The duty pursuant to Section 249(7) of the Act to publish a notice of the making of a by-law under Section 249 of the Act in	Nil.	CEO

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Local Government Act 1999			
	a newspaper circulating in the area of the Council.		
160111	127. Model By-Laws 127.1 The duty pursuant to Section 250(5) of the Act to publish the resolution adopting a model by-law or alteration made under Section 250 of the Act in the Gazette.	Nil.	CEO
160112	127. Model By-Laws 127.2 The duty pursuant to Section 250(7) of the Act to publish a notice of the adoption of a model by-law or alteration made under Section 250 of the Act in a newspaper circulating in the area of the Council.	Nil.	CEO
160113	128. Register of By-Laws and Certified Copies 128.1 The duty pursuant to Section 252(1) and (2) to cause a separate register to be kept of all by-laws made or adopted by the Council; such register to include a copy of any code, standard or other document referred to or incorporated in a by-law.	Nil.	CEO
160114	128. Register of By-Laws and Certified Copies 128.2 The duty pursuant to Section 252(3) and (4) of the Act to make available the register of by-laws for inspection or purchase an extract from the register (on payment of a fee fixed by the Council) by the public at the principal office of the Council during ordinary office hours.	Nil.	CEO
160115	128. Register of By-Laws and Certified Copies 128.4 The duty pursuant to Section 252(5) of the Act to make available, on payment of a fee fixed by the Council, a certified copy of a by-law of the Council in force at the particular time.	Nil.	CEO
160116	129. Power to Make Orders 129.1 The power pursuant to Section 254 of the Act to order a person to do or to refrain from doing a thing specified in Column 1 of the Table in Part 2 of Chapter 12, if in the opinion of the Delegate, the circumstances specified in Column 2 of the Table exist and the person is within the description in Column 3 of the Table.	Nil.	CEO
160117	130. Procedures to be Followed 130.1 The duty pursuant to Section 255(1) of the Act before taking action to make an order under Part 2 of Chapter 12 (but subject to this Section), to give the person to whom it is proposed that the order be directed a notice in writing: 130.1.1 stating the proposed action, including the terms of the proposed order and the period within which compliance with the order will be required; and 130.1.2 stating the reasons for the proposed action; and 130.1.3 inviting the person to show, within a specified time (being a reasonable period), why the proposed action should not be taken (by making representations to the Delegate).	Nil.	CEO
160118	130. Procedures to be Followed 130.2 If a notice of intention to make an order is directed to a person who is not the owner of the relevant land, the duty pursuant to Section 255(2) of the Act to take reasonable steps to serve a copy of the notice on the owner.	Nil.	CEO
160119	130. Procedures to be Followed	Nil.	CEO

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Local Government Act 1999			
	130.3 The power pursuant to Section 255(3) of the Act after considering representations made within the time specified under Section 255(1) of the Act: 130.3.1 to make an order in accordance with the terms of the original proposal; or 130.3.2 to make an order with modifications from the terms of the original proposal; or 130.3.3 to determine not to proceed with an order.		
160120	130. Procedures to be Followed 130.4 The power pursuant to Section 255(5) of the Act to: 130.4.1 include two or more orders in the same instrument; 130.4.2 direct two or more persons to do something specified in the order jointly.	Nil.	CEO
160121	130. Procedures to be Followed 130.5 The duty pursuant to Section 255(6) of the Act to ensure that the order: 130.5.1 subject to Section 255 of the Act, specifies a reasonable period within which compliance with the order is required; and 130.5.2 states the reasons for the order.	Nil.	CEO
160122	130. Procedures to be Followed 130.6 The duty pursuant to Section 255(7) of the Act to serve an order in accordance with Part 2 of Chapter 14 of the Act on the person to whom it is addressed.	Nil.	CEO
160123	130. Procedures to be Followed 130.7 If an order is directed to a person who is not the owner of the relevant land, the duty pursuant to Section 255(8) of the Act to take reasonable steps to serve a copy of the order on the owner.	Nil.	CEO
160124	130. Procedures to be Followed 130.8 The power pursuant to Section 255(11) of the Act at the request or with the agreement of the person to whom an order is directed, to vary the order on the Delegate's own initiative, or to revoke an order if satisfied that it is appropriate to do so.	Nil.	CEO
160125	130. Procedures to be Followed 130.9 If the Delegate, in the circumstances of a particular case, considers: 130.9.1 that an activity constitutes, or is likely to constitute, a threat to life or an immediate threat to public health or public safety; or 130.9.2 that an emergency situation otherwise exists, the Delegate has the power pursuant to Section 255(12) of the Act to:	Nil.	CEO

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Local Government Act 1999			
	130.9.3 Proceed immediately to make an order under this Section without giving notice under Section 255(1); and 130.9.4 require immediate compliance with an order despite Section 255(6)(a).		
160126	131. Rights of Review 131.1 The duty pursuant to Section 256(1) and (2) of the Act to ensure that an order made under Part 2 of Chapter 12 includes a statement setting out the rights of the person to appeal against the order under the Act, and to include the information specified by the Regulations to the Act.	Nil.	CEO
160127	132. Action on Non-Compliance 132.1 The power pursuant to Section 257(1) of the Act, where the requirements of an order are not complied with within the time fixed for compliance, or if there is an application for review, within 14 days after the determination of the review, to (subject to the outcome of any review) take the action required by the order.	Nil.	CEO
160128	132. Action on Non-Compliance 132.2 The power pursuant to Section 257(2) of the Act to authorise an employee or another person to take action under Section 257(1) of the Act.	Nil.	CEO
160129	132. Action on Non-Compliance 132.3 The power pursuant to Section 257(3) of the Act to take action to recover the reasonable costs and expenses incurred by the Council in taking action for the non-compliance with an order, as a debt from the person who failed to comply with the requirements of the order.	Nil.	CEO
160130	132. Action on Non-Compliance 132.4 The power pursuant to Section 257(5) of the Act where an amount is recoverable from a person by the Council for action of non-compliance with an order, by notice in writing to the person, to fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid and, if the amount is not paid by the person within that period: 132.4.1 the person is liable to pay interest charged at the prescribed rate per annum on the amount unpaid; and 132.4.2 if the person is the owner of the land to which the order relates - the power, in accordance with Schedule 6, to impose a charge over the land for the unpaid amount, together with interest.	Nil.	CEO
160131	133. Councils to Develop Policies 133.1 The power and duty pursuant to Section 259(1) of the Act to take reasonable steps to prepare and adopt policies concerning the operation of Part 2 of Chapter 12 of the Act.	Nil.	CEO
160132	133. Councils to Develop Policies 133.2 The power and duty pursuant to Section 259(2) of the Act to: 132.2.1 prepare a draft of a Policy; and 133.2.2 by notice in a newspaper circulating in the area of the Council, give notice of the place or places at which copies of the	Nil.	CEO

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	draft are available for inspection (without charge) and purchase (on payment of a fee fixed by the Council) and invite interested persons to make written representations on the draft within a period specified by the Council or the Delegate (being at least four weeks).		
160133	133. Councils to Develop Policies 133.3 The duty pursuant to Section 259(3) of the Act to consider any submission made on a proposed policy in response to an invitation under Section 259(2) of the Act.	Nil.	CEO
160134	133. Councils to Develop Policies 133.4 The power pursuant to Section 259(4) of the Act to amend a policy at any time.	Nil.	CEO
160135	133. Councils to Develop Policies 133.5 The duty pursuant to Section 259(5) of the Act before adopting an amendment to a policy, to take the steps specified in Section 259(2) and (3) (as if the amendment were a new policy), unless the Council or the Delegate determines the amendment is only of minor significance.	Nil.	CEO
160136	133. Councils to Develop Policies 133.6 The duty pursuant to Sections 259(6) and (7) of the Act to make a policy available for inspection (without charge) and purchase (upon payment of a fee fixed by the Council) at the principal office of the Council during ordinary office hours.	Nil.	CEO
160137	133. Councils to Develop Policies 133.7 The duty pursuant to Section 259(8) of the Act in considering whether to make an order under Part 2 of Chapter 12 of the Act, to deal with the particular case on its merits and the duty to take into account any relevant policy under Division 3 of Part 2, Chapter 12 of the Act.	Nil.	CEO
160138	134. Appointment of Authorised Persons 134.1 The power, pursuant to Section 260(1) of the Act by instrument in writing, to appoint a person (other than a member of the Council) to be an authorised person.	Nil.	CEO
160139	134. Appointment of Authorised Persons 134.2 The power pursuant to Section 260(2) of the Act to make an appointment of an authorised person subject to such conditions or limitations as the Delegate determines and specified in the instrument of appointment.	Nil.	CEO
160140	134. Appointment of Authorised Persons 134.3 The power and duty pursuant to Section 260(3) of the Act to issue to an authorised person an identity card: 134.3.1 containing a photograph of the authorised person; and 134.3.2 identifying any conditions or limitations imposed under Section 260(2) of the Act.	Nil.	CEO
160141	134. Appointment of Authorised Persons 134.4 The power pursuant to Section 260(5) of the Act to at any time revoke an appointment under Section 260 of the Act, or to vary or revoke a condition or limitation, or impose a further condition or limitation on the appointment.	Nil.	CEO
160142	135. Procedures for Review of Decisions and Requests for Services 135.00 The power and duty pursuant to Section 270(a1) of the Act and in accordance with Sections 270(a2) and (4a) of the Act,	Nil.	CEO

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	to develop and maintain policies, practices and procedures for dealing with: 135.00.1 any reasonable request for the provision of a service by the Council or for the improvement of a service provided by the Council; and 135.00.2 complaints about the actions of the Council, employees of the Council, or other persons acting on behalf of the Council.		
160143	135. Procedures for Review of Decisions and Requests for Services 135.0 The power and duty pursuant to Section 270(a2) of the Act to ensure the policies, practices and procedures required under Section 270(a1) of the Act, are directed towards: 135.0.1 dealing with the relevant requests or complaints in a timely, effective and fair way; and 135.0.2 using information gained from the Council's community to improve its services and operations.	Nil.	CEO
160144	135. Procedures for Review of Decisions and Requests for Services 135.1 Without limiting Sections 270(a1) and (a2) of the Act, the power and duty pursuant to Section 270(1) of the Act and in accordance with Sections 270(2) and (4a) of the Act, to establish procedures for the review of decisions of: 135.1.1 the Council; 135.1.2 employees of the Council; 135.1.3 other persons acting on behalf of the Council,	Nil.	CEO
160145	135. Procedures for Review of Decisions and Requests for Services 135.2 The duty pursuant to Section 270(2) of the Act to ensure that the procedures established under Section 270(1) of the Act address the following matters (and any other matters which the Delegate or the Council determines to be relevant): 135.2.1 the manner in which an application for review may be made; 135.2.2 the assignment of a suitable person to reconsider a decision under review; 135.2.3 the matters that must be referred to the Council itself for consideration or further consideration; 135.2.3A in the case of applications that relate to the impact that any declaration of rates or service charges may have had on ratepayers - the provision to be made to ensure that these applications can be dealt with promptly and, if appropriate, addressed through the provision of relief or concessions under the Act; 135.2.4 the notification of the progress and outcome of an application for review;	Nil.	CEO

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	135.2.5 the timeframes within which notifications will be made and procedures on a review will be completed.		
160146	135. Procedures for Review of Decisions and Requests for Services 135.3 The power pursuant to Section 270(4) of the Act to refuse to consider an application for review of a decision under Section 270 of the Act, if: 135.3.1 the application was made by an employee of the Council and relates to an issue concerning his or her employment; or 135.3.2 it appears that the application is frivolous or vexatious; or 135.3.3 the applicant does not have a sufficient interest in the matter.	Nil.	CEO
160147	135. Procedures for Review of Decisions and Requests for Services 135.4 The power and duty pursuant to Section 270(5) of the Act to ensure that copies of a document concerning the policies, practices and procedures that apply under Section 270 of the Act are available for inspection (without charge) and purchase (on payment of a fee fixed by the Council) by the public at the principal office of the Council.	Nil.	CEO
160148	135. Procedures for Review of Decisions and Requests for Services 135.5 The power pursuant to Section 270(6) of the Act to, from time to time, amend the policies, practices and procedures established under Section 270 of the Act.	Nil.	CEO
160149	135. Procedures for Review of Decisions and Requests for Services 135.6 The power and duty pursuant to Section 270(8) of the Act to, on an annual basis, initiate and consider a report that relates to: 135.6.1 the number of applications for review made under Section 270; and 135.6.2 the kinds of matters to which the applications relate; and 135.6.3 the outcome of applications under this Section; and 135.6.4 such other matters as may be prescribed by the Regulations.	Nil.	CEO
160150	135. Procedures for Review of Decisions and Requests for Services 135.7 The power pursuant to Section 270(9) of the Act on an application for the provision of some form of relief or concession with respect to the payment of those rates, to, if appropriate, in view of the outcome of the application, refund the whole or a part of any amount that has been paid.	Nil.	CEO
160151	136. Mediation, Conciliation and Neutral Evaluation 136.1 The power pursuant to Section 271(1) of the Act as part of, or in addition to, the procedures established under Section 270 of the Act, to make provision for disputes between a person and the Council to be dealt with under a scheme involving mediation, conciliation or neutral evaluation.	Nil.	CEO
160152	136. Mediation, Conciliation and Neutral Evaluation	Nil.	CEO

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	136.2 The duty pursuant to Section 271(2) of the Act to provide for the constitution of panels of persons who are available to act as mediators, conciliators and evaluators, and for the selection of an appropriate mediator, conciliator or evaluator, if a dispute is to be dealt with under a Scheme established under Section 271(1) of the Act.		
160153	136A. Provision of Information to Minister 136A.1 The power and duty, pursuant to Section 271A of the Act, to, at the request of the Minister, provide to the Minister specified information, or information of a specified kind, relating to the affairs or operations of the Council.	Nil.	CEO
160154	136A. Provision of Information to Minister 136A.2 The power pursuant to Section 271A(3) of the Act to, provide information in accordance with a request under Section 271A(1) of the Act, even if: 136AA.2.1 the information was given to the Council in confidence; or 136AA.2.2 is held on a confidential basis under Chapter 6 Part 4.	Nil.	CEO
160155	136B. Minister May Refer Investigation of Council to Ombudsman 136B.1 The power pursuant to Section 272(3) of the Act, to, before the Minister refers a matter, explain the Council's actions and make submissions to the Minister.	Nil.	CEO
160156	136B. Minister May Refer Investigation of Council to Ombudsman 136B.2 The power pursuant to Section 272(5) of the Act, to make submissions to the Minister in relation to the matter.	Nil.	CEO
160157	136C. Action on a Report 136C.1 The power pursuant to Section 273(3) of the Act to make submissions to the Minister on the report on which the action is based.	Nil.	CEO
160158	136D. Deliberately left blank 136D.1 Deliberately left blank	Nil.	Not Delegated
160159	136D. Deliberately left blank 136D.2 Deliberately left blank	Nil.	Not Delegated
160160	136E. Action on a Report 136E.1 The power pursuant to Section 275(2) of the Act to make submissions to the Minister.	Nil.	CEO
160161	137. Special Jurisdiction 137.1 The power pursuant to Section 276(1) and (2) of the Act to commence, defend or participate in the following proceedings before the District Court, on behalf of the Council: 137.1.1 proceedings to try the title of a member to an office; 137.1.2 proceedings to try the right of a person to be admitted or restored to an office;	Nil.	CEO

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	137.1.3 proceedings to compel restoration or admission; 137.1.4 proceedings to compel the Council to proceed to an election, poll or appointment; 137.1.5 proceedings to try the validity of a rate or service charge; 137.1.6 proceedings to try the validity of a by-law; 137.1.7 proceedings to compel the production or delivery of any books, voting papers, or other documents or papers to the production or possession of which the Council or person is entitled under this Act.		
160177	138. Service of Documents by Councils etc 138.1 Where a document is required or authorised to be served on or given to a person by the Council, the power and duty to effect service in accordance with and pursuant to Section 279 of the Act.	Nil.	CEO
160162	139. Service of Documents on Councils 139.1 The power pursuant to Section 280(1)(c) and (d) of the Act to determine the means available for service of documents on the Council and the power to accept or authorise a person to accept documents on Council's behalf.	Nil.	CEO
160163	140. Recovery of Amounts from Lessees or Licensees 140.1 Where an owner of land is liable to pay an amount to the Council, the power pursuant to Section 281(1) of the Act by written notice to a lessee or licensee of the land, to require him or her to pay to the Council rent or other consideration payable under the lease or license in satisfaction of the liability to the Council.	Nil.	CEO
160164	141. Ability of Occupiers to Carry out Works 141.1 Where an owner of land fails to carry out work that the Council has required the owner to carry out under an Act, the power pursuant to Section 282(1) of the Act to give approval to the occupier of the land to cause the work to be carried out.	Nil.	CEO
160165	142. Power to Enter and Occupy Land in Connection with an Activity 142.1 The duty pursuant to Section 294(1a) of the Act and subject to Section 294(1b) of the Act, to give an owner or occupier of land at least 48 hours notice in writing of an intention to exercise a power under Section 294(1)(b) or (c) of the Act.	Nil.	CEO
160166	142. Power to Enter and Occupy Land in Connection with an Activity 142.2 The duty pursuant to Section 294(3) of the Act: 142.2.1 to pay to the owner or occupier of the land rent on a quarterly or half-yearly basis, at a rate to be determined by agreement between the Council and the owner or occupier or, in default of agreement, by the Land and Valuation Court; and 142.2.2 to pay to the owner or occupier of the land within 1 month after occupying the land - reasonable compensation for damage caused to any crops on the land; and 142.2.3 within 6 months of ceasing to occupy the land:	Nil.	CEO

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	142.2.3.1 remedy damage to land caused by the Council while in occupation of the land (to such extent as this may be reasonably practicable); and 142.2.3.2 to pay to the owner or occupier of the land reasonable compensation for any other loss or damage caused by the Council, including the full value of any earth, minerals or resources taken from the land;		
160167	142. Power to Enter and Occupy Land in Connection with an Activity 142.3 The duty pursuant to Section 294(5) of the Act, at the request of an owner of occupier of the land entered and occupied by Council, to erect a fence of reasonable quality and design between the occupied land and the adjoining land.	Nil.	CEO
160178	143. Reclamation of Land 143.1 Where the Council raises, fills in, improves, drains, levels or reclaims land in the area of the Council, the power pursuant to Section 296(1) of the Act to recover the whole or a proportion of the cost of the work from the owners of adjacent or adjoining rateable land improved by the performance of the work in proportion to additional value the work has added to the land.	Nil.	CEO
160168	143. Reclamation of Land 143.2 The power pursuant to Section 296 (2) of the Act to appoint a valuer to determine the additional value added to the land by Council's activities, under Section 296(1) of the Act.	Nil.	CEO
160169	143. Reclamation of Land 143.3 The duty pursuant to Section 296(3) of the Act to give notice of a valuation to the relevant owner under this Section of the Act.	Nil.	CEO
160170	143. Reclamation of Land 143.4 The duty pursuant to Section 296(5) of the Act to conduct an objection or review in the same manner as an objection to or appeal against a valuation under Division 6 of Part 1, Chapter 10 of the Act.	Nil.	CEO
160171	144. Property in Rubbish 144.1 The power pursuant to Section 297 of the Act to sell or dispose of any rubbish that the Council collects within its area, as the Delegate thinks appropriate.	Nil.	CEO
160172	145. Power of Council to Act in Emergency 145.1 Where flooding in the area of the Council has occurred or is imminent and the Delegate is of the opinion that a situation of emergency has arisen in which there is danger to life or property, the power pursuant to Section 298(1) of the Act to order that action be taken as the Delegate thinks fit to avert or reduce the danger.	Nil.	CEO
160173	146. Vegetation Clearance 146.1 Deliberately left blank.	Nil.	Not Delegated
160174	146. Vegetation Clearance 146.2 Deliberately left blank.	Nil.	Not Delegated
160175	147. Costs of Advertisements 147.1 The duty pursuant to Section 300(1) of the Act to pay the cost of an advertisement required by the Act, or where the		CEO

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	Council or an employee of the Council takes any action that immediately necessitates the advertisement.		
160176	148. Whistleblowing 148.1 The duty pursuant to Section 302B of the Act to ensure that a member of staff of the Council who has the qualifications prescribed by the Local Government (General) Regulations 2013 is designated as the responsible officer for the Council for the purposes of the Whistleblowers Protection Act 1993.	Nil.	CEO
160185	148A Use of Facilities 148A.1 The power pursuant to Clause 13 of Schedule 1A of the Act to arrange with the Authority for the Authority to make use of the services of the staff, equipment or facilities of the Council.	Nil.	CEO
160194	149. Deliberately left blank	Nil.	Not Delegated
160196	150. Deliberately left blank	Nil.	Not Delegated
160195	151. Deliberately left blank 151.1 Deliberately left blank	Nil.	Not Delegated
160202	151. Deliberately left blank 151.2 Deliberately left blank	Nil.	Not Delegated
160203	151. Deliberately left blank 151.3 Deliberately left blank	Nil.	Not Delegated
160186	151A Preparation of Stormwater Management Plans by Councils 151A.1 The power pursuant to Clause 17(1) of Schedule 1A of the Act to prepare a stormwater management plan which: (a) complies with the guidelines issued by the Authority; and (b) is prepared in consultation with the relevant regional NRM board or boards; and (c) is prepared in accordance with any other procedures or requirements prescribed by the Regulations.	Nil.	CEO
160187	151B Authority May Issue Order 151B.1 The power pursuant to Clause 20(5) of Schedule 1A of the Act, before the Authority takes any action under Clause 20(4) of Schedule 1A of the Act, to make submissions to the Authority in relation to the matter.	Nil.	CEO
160188	151B.2 The power pursuant to Clause 20(6) of Schedule 1A of the Act, if costs and expenses are to be recovered from the Council as a debt, to enter into an agreement with the Authority for the debt to be repaid over a period of time, subject to the payment by the Council of interest on the debt (and the power to agree the rate with the Authority).	Nil.	CEO
160197	152.1 Deliberately left blank		Not

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		Nil.	Delegated
160198	152. Deliberately left blank 152.2 Deliberately left blank	Nil.	Not Delegated
160199	153.1 Deliberately left blank	Nil.	Not Delegated
160200	153. Deliberately left blank 153.2 Deliberately left blank	Nil.	Not Delegated
160201	153. Deliberately left blank 153.3 Deliberately left blank	Nil.	Not Delegated
160189	154. Special Powers in Relation to Land 154.1 The power pursuant to Clause 24(1) of Schedule 1A of the Act and in accordance with Clause 24(2) of Schedule 1A of the Act, for the purpose of taking action consistent with the provisions of an approved stormwater management plan or a condition imposed on approval of a stormwater management plan or action required by an order under Clause 20 of Schedule 1 of the Act, to: (a) enter and occupy any land; and (b) construct, maintain or remove any infrastructure; and (c) excavate any land; and (d) inspect, examine or survey any land and for that purpose: (i) fix posts, stakes or other markers on the land; and (ii) dig trenches or sink test holes in the land to determine the nature of the top soil and underlying strata; and (iii) remove samples for analysis. (e) alter water table levels, stop or reduce the flow of water in a watercourse, divert water flowing in a watercourse to another watercourse or to a lake or control the flow of water in any other manner; and (f) hold any water in a watercourse or lake or by any other means; and (g) divert water to an underground aquifer, dispose of water to a lake, underground aquifer or the sea, or deal with water in any other manner; and (h) deepen, widen or change the course of a watercourse, deepen or widen a lake or take action to remove any obstruction to the flow of water; and (i) undertake any other form of work (including work undertaken for the purposes of stormwater management or flood mitigation); and (j) undertake any testing, monitoring or evaluation; and (k) undertake any other activity of a prescribed kind.	Nil.	CEO

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160190	154.2 The power pursuant to Clauses 24(2)(b) and 25 of Schedule 1A of the Act to acquire an easement or other appropriate interest over the relevant land by agreement with the owner or in accordance with the Land Acquisition Act 1969 and any other applicable laws.	Nil.	CEO
160191	155. Entry and Occupation of Land Other Than Council Land 155.1 The power pursuant to Clause 25(2) of Schedule 1A of the Act, subject to Clause 25(3) of Schedule 1A of the Act, to give reasonable notice of an intention to enter, or to enter and occupy, land in accordance with Clause 24 of Schedule 1A of the Act to the occupier of the land.	Nil.	CEO
160192	155.2 The power pursuant to Clause 25(3)(b) of Schedule 1A of the Act to, in an emergency, give such notice (if any) as the delegate considers is reasonable in the circumstances.	Nil.	CEO
160193	156. Vesting of Infrastructure, etc 156.1 The power pursuant to Clause 26(3) of Schedule 1A of the Act to, before the Minister publishes a notice vesting the care, control and management of infrastructure or land in the Council under Clauses 26(1) or (2) of Schedule 1A of the Act make submissions to the Minister in relation to the proposed notice.	Nil.	CEO
171871	157. Building Upgrade Agreement (May only be delegated to CEO) 157.1 The power pursuant to Clause 2(1) of Schedule 1B of the Act, subject to Clause 2 of Schedule 1B of the Act, to, in relation to a building situated on land within the area of the Council, enter into an agreement (a building upgrade agreement) under which: 157.1.1 the building owner agrees to undertake upgrade works in respect of the building; and 157.1.2 a finance provider agrees to advance money to the building owner for the purpose of funding those upgrade works; and 157.1.3 the Council agrees: 157.1.3.1 to levy a charge on the relevant land (a building upgrade charge), to be paid by the building owner, for the purpose of recouping the money advanced by the finance provider for the upgrade works (and any interest or other charges payable to the finance provider under the agreement); and 157.1.3.2 to pay to the finance provider any money paid to the Council by way of the building upgrade charge (other than any service fee or late payment fee that the Council is permitted by the agreement to deduct and retain).	Nil.	CEO
171872	157. Building Upgrade Agreement (May only be delegated to CEO) 157.2 The power pursuant to Clause 2(3) of Schedule 1B of the Act to include in a building upgrade agreement, payment to the finance provider of penalty interest on money advanced by the finance provider under the agreement, at such rate as determined in accordance with the regulations, and, if the regulations do not provide for the determination of the rate at such rate as determined in accordance with the agreement.	Nil.	CEO
171873	157. Building Upgrade Agreement (May only be delegated to CEO) 157.3 The power pursuant to Clause 2(4) of Schedule 1B of the Act to agree that a building upgrade agreement may be entered into by any other persons that the delegate considers should be parties to the agreement.	Nil.	CEO
171874	158. Variation or Termination of Agreement (May only be delegated to CEO) 158.1 The power pursuant to Clause 4 of Schedule 1B of the Act to vary or terminate a building upgrade agreement by further agreement between the primary parties.	Nil.	CEO

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171875	159. Contents of Agreement (May only be delegated to CEO) 159.1 The power pursuant to Clause 5(1) of Schedule 1B of the Act to make a building upgrade agreement in writing and specify: 159.1.1 the upgrade works to be undertaken by or on behalf of the building owner under the agreement; and 159.1.2 the amount of money to be advanced by the finance provider under the agreement; and 159.1.3 the amount of the building upgrade charge to be levied by the Council under the agreement; and 159.1.4 the schedule for the payment, by the building owner, of a building upgrade charge to the Council; and 159.1.5 the amount of, or a method for calculating the amount of, any service fee or late payment fee that the Council may deduct and retain; and 159.1.6 any prescribed matters.	Nil.	CEO
171876	159. Contents of Agreement (May only be delegated to CEO) 159.2 The power pursuant to Clause 5(2) of Schedule 1B of the Act to, in a building upgrade agreement: 159.2.1 provide for the early repayment of any amount payable under the agreement; and 159.2.2 include and agree to other provisions.	Nil.	CEO
171877	160. Declaration of Building Upgrade Charge (May only be delegated to CEO) 160.1 The power pursuant to Clause 6(1) of Schedule 1B of the Act, after the Council enters into a building upgrade agreement, to, in accordance with the terms of the agreement, declare a building upgrade charge in respect of the relevant land (being a charge of the agreed amount specified in the building upgrade agreement).	Nil.	CEO
171878	160. Declaration of Building Upgrade Charge (May only be delegated to CEO) 160.2 The power pursuant to Clause 6(2) of Schedule 1B of the Act, if the Council or delegate declares a building upgrade charge, to, within 28 days after the declaration give the building owner written notice in accordance with Clauses 6(3) and (4) of Schedule 1B of the Act specifying: 160.2.1 the name and address of the building owner; and 160.2.2 a description of the relevant land in respect of which the building upgrade charge is being levied; and 160.2.3 the building upgrade agreement under which the building upgrade charge is being levied; and 160.2.4 the amount for which the building owner is liable; and 160.2.5 the manner of payment of the amount; and 160.2.6 the due date for payment of the amount, in accordance with the schedule for the payment of the building upgrade charge to the Council (specified in the building upgrade agreement); and 160.2.7 the amount of, or method of calculating, any service fee of the Council authorised by the building upgrade agreement and any late payment fee that may be imposed by the Council if the building owner fails to pay an amount for which the building owner is liable by the due date; and 160.2.8 any prescribed matters.	Nil.	CEO
171879	160. Declaration of Building Upgrade Charge (May only be delegated to CEO) 160.3 The power pursuant to Clause 6(4) of Schedule 1B of the Act, to, in relation to each payment in respect of a building upgrade charge for which a building owner is liable, give a notice under Clause 6(2) of Schedule 1B of the Act to the building owner at least 28 days before the date for payment specified in the notice.	Nil.	CEO
171880	161. Payment of Building Upgrade Charge		CEO

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	161.1 The power pursuant to Clause 7(2) of Schedule 1B of the Act, on payment of money in respect of a building upgrade charge to the Council, to deduct and retain any service fee and late payment fee authorised by the building upgrade agreement.	Nil.	
171881	161. Payment of Building Upgrade Charge 161.2 The power pursuant to Clause 7(3) of Schedule 1B of the Act in relation to money paid to the Council in respect of a building upgrade charge, to, other than any service fee and late payment fee retained by the Council, 161.2.1 hold that money on behalf of the finance provider pending payment to the finance provider; and 161.2.2 pay that money to the finance provider in accordance with the terms of the building upgrade agreement under which the charge was levied.	Nil.	CEO
171882	162. Sale of Land for Non-payment of Building Upgrade Charge 162.1 The power pursuant to Clause 9(1) of Schedule 1B of the Act, subject to clause 9 of Schedule 1B of the Act to, if an amount for which a building owner is liable in respect of a building upgrade charge remains unpaid for more than 3 years, sell the relevant land in accordance with the regulations.	Nil.	Not Delegated
171883	162. Sale of Land for Non-payment of Building Upgrade Charge 162.2 The power pursuant to Clause 9(2) of Schedule 1B of the Act to, apply any money received by the Council in respect of the sale of land under Clause 9 of Schedule 1B of the Act as follows: 162.2.1 firstly – in paying the costs of the sale and any other costs incurred in proceeding under Clause 9 of Schedule 1B of the Act; 162.2.2 secondly – in discharging any liabilities to the Council in respect of the land (other than any building upgrade charge, service fee or late payment fee in relation to a building upgrade charge); 162.2.3 thirdly – in discharging any liability to the Council for a building upgrade charge, service fee or late payment fee in relation to a building upgrade charge; 162.2.4 fourthly – in discharging any liability to the Crown for rates, charges or taxes, or any prescribed liability to the Crown in respect of the land; 162.2.5 fifthly – in discharging any liabilities secured by registered mortgages, encumbrances or charges; 162.2.6 sixthly – in discharging any other mortgages, encumbrances or charges of which the Council has notice; 162.2.7 seventhly – in payment to the owner of the land.	Nil.	Not Delegated
171884	162. Sale of Land for Non-payment of Building Upgrade Charge 162.3 The power pursuant to Clause 9(3) of Schedule 1B of the Act, if the owner cannot be found after making reasonable inquiries as to his or her whereabouts, to deal with an amount payable to the owner as unclaimed money under the Unclaimed Moneys Act 1891.	Nil.	Not Delegated
171885	163. Repayment of Advances to Finance Provider 163.1 The power pursuant to Clause 10(2) of Schedule 1B of the Act, if a building upgrade agreement is terminated before all the money that the finance provider agreed to advance to the building owner is advanced, to: 163.1.1 adjust the building upgrade charge to reflect the lower amount advanced to the building owner; and 163.1.2 give the building owner written notice of the adjustment.	Nil.	CEO
171886	163. Repayment of Advances to Finance Provider 163.2 The power pursuant to Clause 10(3) of Schedule 1B of the Act, if, as a result of an adjustment being made to a building	Nil.	CEO

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Local Government Act 1999			
	upgrade charge under clause 10 of Schedule 1B of the Act: 163.2.1 the building owner has made payment in respect of the charge in excess of the adjusted amount; and 163.2.2 the excess amount has been paid by the Council to the finance provider, to refund the building owner the excess amount paid.		
171887	164. Register of Building Upgrade Agreements 164.1 The power pursuant to Clause 13(1) of Schedule 1B of the Act to keep a register of building upgrade agreements in accordance with Clause 13(2) of Schedule 1B of the Act.	Nil.	CEO
171888	164. Register of Building Upgrade Agreements 164.2 The power pursuant to Clause 13(3) of Schedule 1B of the Act to make available the register for inspection (without charge) by a member of the public at the principal office of the Council during ordinary office hours and to provide a person with an extract from the register (without charge).	Nil.	CEO

Attachment

Instrument of Delegation Under the Planning, Development and Infrastructure Act 2016

Preamble

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.

2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

Delegation Sources

- Planning, Development and Infrastructure Act 2016

Titles

- CEO: Chief Executive Officer
- Not Delegated: ND

Attachment

Instrument of Delegation Under the Planning, Development and Infrastructure Act 2016

Planning, Development and Infrastructure Act 2016			
#	**Item Delegated**	**Conditions and Limitations**	**Delegate**
159674	1. Planning Regions and Greater Adelaide 1.1 The power pursuant to Section 5(5)(b) of the Planning, Development and Infrastructure Act 2016 (the Act) to make submissions to the Minister on a proposed proclamation under Section 5 of the Act.	Nil	CEO
159675	2. Subregions 2.1 The power pursuant to Section 6(3)(b) of the Act to make submissions to the Minister on the Minister's proposed course of action.	Nil	CEO
159676	3. Environment and Food Production Areas – Greater Adelaide 3.1 The power pursuant to Section 7(5) of the Act, in relation to a proposed development in an environment and food production area that involves a division of land that would create 1 or more additional allotments: 3.1.1 to seek the concurrence of the Commission in the granting of the authorisation; 3.1.2 to concur in the granting of the development authorisation to the development; 3.1.3 to, if the proposed development will create additional allotments to be used for residential development, refuse to grant development authorisation in relation to the proposed development.	Nil	Not Delegated
159677	4. Planning Agreements 4.1 The power pursuant to Section 35(1)(a) of the Act to enter into an agreement (a planning agreement) with the Minister relating to a specified area of the State in accordance with Section 35 of the Act.	Nil	CEO
159678	4. Planning Agreements 4.2 The power pursuant to Section 35(3) of the Act to, in a planning agreement, include provisions that outline the purposes of the agreement and the outcomes that the agreement is intended to achieve and to provide for: 4.2.1 the setting of objectives, priorities and targets for the area covered by the agreement; and	Nil	CEO
159679	4. Planning Agreements		CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	4.2.2 the constitution of a joint planning board including, in relation to such a board: 4.2.2.1 the membership of the board, being between 3 and 7 members (inclusive); and 4.2.2.2 subject to Section 35(4) of the Act, the criteria for membership; and 4.2.2.3 the procedures to be followed with respect to the appointment of members; and 4.2.2.4 the terms of office of members; and 4.2.2.5 conditions of appointment of members, or the method by which those conditions will be determined, and the grounds on which, and the procedures by which, a member may be removed from office; and 4.2.2.6 the appointment of deputy members; and 4.2.2.7 the procedures of the board; and	Nil	
159680	4. Planning Agreements 4.2.3 the delegation of functions and powers to the joint planning board (including, if appropriate, functions or powers under another Act); and	Nil	CEO
159681	4. Planning Agreements 4.2.4 the staffing and other support issues associated with the operations of the joint planning board; and	Nil	CEO
159682	4. Planning Agreements 4.2.5 financial and resource issues associated with the operations of the joint planning board, including: 4.2.5.1 the formulation and implementation of budgets; and 4.2.5.2 the proportions in which the parties to the agreement will be responsible for costs and other liabilities associated with the activities of the board; and	Nil	CEO
159683	4. Planning Agreements 4.2.6 such other matters as the Delegate thinks fit.	Nil	CEO
159684	4. Planning Agreements		CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	4.3 The power pursuant to Section 35(5)(a) of the Act, at the expiry of a planning agreement, to replace it with a new agreement (in the same or different terms).	Nil	
159685	4. Planning Agreements 4.4 The power pursuant to Section 35(5)(b) of the Act, to vary or terminate a planning agreement by agreement between the parties to the agreement.	Nil	CEO
159686	5. Community Engagement Charter 5.1 The power pursuant to Section 44(6)(a) of the Act, to, in accordance with the Charter, make submissions in relation to any proposal to prepare or amend a designated instrument under Part 5 Division 2 Subdivision 5 (unless the proposal has been initiated by the Council).	Nil	CEO
159687	6. Preparation and Amendment of Charter 6.1 The power pursuant to Section 45(2)(c) of the Act to make representations (in writing or via the SA planning portal) on a proposal to prepare or amend the Charter.	Nil	CEO
172201	6A. Preparation and Amendment 6A.1 The power pursuant to Section 73(2)(b)(iv) of the Act to initiate a proposal to amend a designated instrument with the approval of the Minister, acting on the advice of the Commissioner.	Nil	CEO
172202	6A. Preparation and Amendment 6A.2 The power pursuant to Section 73(6) of the Act where the Council is authorised or approved under Section 73 of the Act, and after all of the requirements of Section 73 have been satisfied: 6A.2.1 to prepare a draft of the relevant proposal; and 6A.2.3 to the extent that paragraph (b) of Section 73(6) of the Act does not apply, in the case of a proposed amendment to a regional plan that has been prepared by a joint planning board where the amendment is not being proposed by the joint planning board – to consult with the joint planning board; and 6A.2.4 to the extent that paragraph (b) of Section 73(6) of the Act does not apply, in the case of a proposed amendment to the Planning and Design Code that will have a specific impact on 1 or more particular pieces of land in a particular zone or subzone (rather than more generally) – to take reasonable steps to give: 6A.2.4.1 an owner or occupier of the land; and 6A.2.4.2 an owner or occupier of each piece of adjacent land, a notice in accordance with the regulations; and 6A.2.5 to consult with any person or body specified by the Commission and any other person or body as the delegate thinks fit; and 6A.2.6 to carry out such investigations and obtain such information specified by the Commission; and 6A.2.7 to comply with any requirement prescribed by the regulations.	Nil	CEO
172203	6A. Preparation and Amendment		CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	6A.3 The power pursuant to Section 73(8) of the Act to, after the Council has furnished a report to the Minister under Section 73(7) of the Act, ensure that a copy of the report is published on the SA planning portal in accordance with a practice direction that applies for the purposes of Section 73 of the Act.	Nil	
172204	6A. Preparation and Amendment 6A.4 The power pursuant to Section 73(9) of the Act to enter into an agreement with a person for the recovery of costs incurred by the Council in relation to an amendment of the Planning and Design Code or a design standard under Section 73 of the Act (subject to the requirement to charge costs under Section 73(4)(b) of the Act (if relevant)).	Nil	CEO
172205	6B. Parliamentary Scrutiny 6B.1 The power pursuant to Section 74(8) of the Act if the ERD Committee is proposing to suggest an amendment under Section 74(4) of the Act and the amendment is specifically relevant to the Council, to provide a comment and response within the period of 2 weeks.	Nil	CEO
172206	6C. Entities Constituting Relevant Authorities 6C.1 The power pursuant to Section 82(d) of the Act, subject to the Act, to appoint an assessment panel.	Nil	Not Delegated
172207	6D. Panels Established by Joint Planning Boards or Councils 6D.1 The power pursuant to Section 83(1) of the Act in relation to an assessment panel appointed by the Council under Division 1 of Part 6 of the Act, to: 6D.1.1 appoint more than 1 assessment panel and if the delegate does so, to clearly specify which class of development each assessment panel is to assess; 6D.1.2 determine: 6D.1.2.1 the membership of the assessment panel, being no more than 5 members, only 1 of which may be a member of a council, and, if the delegate thinks fit, on the basis that the assessment panel will be constituted by a different number of members depending on the particular class of development that is being assessed by the assessment panel; and 6D.1.2.2 the procedures to be followed with respect to the appointment of members; and 6D.1.2.3 the terms of office of members; and 6D.1.2.4 conditions of appointment of members, or the method by which those conditions will be determined, (including as to their remuneration) and the grounds on which, and the procedures by which, a member may be removed from office; and 6D.1.2.5 the appointment of deputy members; and 6D.1.2.6 who will act as the presiding member of the panel and the process for appointing an acting presiding member.	Nil	CEO
172208	6D. Panels Established by Joint Planning Boards or Councils 6D.2 The power pursuant to Section 83(1)(h) of the Act to arrange the staffing and support required for the purposes of the operations of the panel.	Nil	CEO
172209	6D. Panels Established by Joint Planning Boards or Councils 6D.3 The power pursuant to Section 83(1)(i) of the Act to substitute the existing members of the panel with new members if directed to do so by the Minister acting on recommendation of the Commission under Section 86 of the Act.	Nil	CEO
172210	6D. Panels Established by Joint Planning Boards or Councils 6D.4 The power pursuant to Section 83(2) of the Act to form the opinion and be satisfied that a person to be appointed	Nil	CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	as a member of an assessment panel who is a member, or former member, of a council is appropriately qualified to act as a member of the assessment panel on account of the person's experience in local government.		
172211	6E. Panels Established by Minister 6E.1 The power pursuant to Section 84(1)(c)(ii)(B) of the Act to make submissions to the Minister about the constitution of a regional assessment panel in relation to the area of the Council (or part of the area).	Nil	CEO
172212	6F. Substitution of Local Panels 6F.1 The power pursuant to Section 86(2)(a) of the Act to make submissions to the Commission in relation to an inquiry.	Nil	CEO
159688	7. Initiation of Scheme 7.1 The power pursuant to Section 163(3)(b) of the Act to request the Minister initiate a proposal to proceed under Section 163 of the Act.	Nil	CEO
159689	7. Initiation of Scheme 7.2 The power pursuant to Section 163(10) of the Act to consult with the Minister in relation to the draft outline.	Nil	CEO
159690	8. Consideration of Proposed Scheme 8.1 The power pursuant to Section 166(1)(c) of the Act to consult with a scheme coordinator in relation to a scheme in accordance with the Community Engagement Charter.	Nil	CEO
159691	9. Adoption of Scheme 9.1 The power pursuant to Section 167(7) of the Act to consult with the Minister in relation to a variation to a scheme.	Nil	CEO
159692	10. Funding Arrangements 10.1 The power pursuant to Section 169(2)(b) of the Act in relation to a scheme that provides for the collection of contributions under Subdivision 8 of the Act to apply for a periodic review of the levels and amounts of those contributions and as part of such review for any matter to be considered or determined by ESCOSA.	Nil	CEO
159693	10. Funding Arrangements 10.2 The power pursuant to Section 169(8) of the Act to approve a funding arrangement that provides for or includes the collection of contributions under subdivision 8 in relation to prescribed infrastructure.	Nil	CEO
159694	10. Funding Arrangements 10.3 The power pursuant to Section 169(9) of the Act to consult with the Commission in relation to a funding arrangement that is specifically relevant to the Council.	Nil	CEO
159695	11. Contributions by Constituent Councils		CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	11.1 The power pursuant to Section 177(4) of the Act to consult with the Minister in relation to the Council's share.	Nil	
159696	11. Contributions by Constituent Councils 11.2 The power pursuant to Section 177(5) of the Act to, at the request of the Minister, supply the Minister with information in the possession of the Council to enable the Minister to determine shares under Sections 177(2) and (3) of the Act.	Nil	CEO
159697	12. Imposition of Charge by Councils 12.1 The power pursuant to Section 180(7) of the Act, if the Council incurs costs in recovering a charge as a debt, to claim the reimbursement of those costs (insofar as they are reasonable) from the relevant fund established under subdivision 9.	Nil	CEO
159698	13. Authorised Works 13.1 The power pursuant to Section 187(1) of the Act, subject to Section 187(3) of the Act, to carry out any infrastructure works if the Council is authorised to so do by or under the Act or any other Act.	Nil	CEO
159699	13. Authorised Works 13.2 The power pursuant to Section 187(5) of the Act, subject to Section 187(6) of the Act, to in relation to a proposal that involves disturbing the surface of a road, or that otherwise relates to a road to: 13.2.1 inform the relevant road maintenance authority of the proposal at least 28 days before the proposed commencement of any work; and 13.2.2 give the relevant road maintenance authority a reasonable opportunity to consult with the Council in relation to the matter; and 13.2.3 ensure that proper consideration is given to the views of the road maintenance authority.	Nil	CEO
159700	13. Authorised Works 13.3 The power pursuant to Section 187(5)(b) of the Act to consult with the relevant road maintenance authority in relation to the matter.	Nil	CEO
159701	13. Authorised Works 13.4 The power pursuant to Section 187(5)(b) of the Act, in a case of emergency, to only comply with Section 187(5) of the Act to such extent as is practicable in the circumstances.	Nil	CEO
159702	14. Entry onto Land		CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	14.1 The power pursuant to Section 188(1) of the Act to authorise a person for the purpose of undertaking any work or activity in connection with the exercise of a power under Division 2 of Part 13 of the Act to: 14.1.1 enter and pass over any land; and 14.1.2 bring onto any land any vehicles, plant or equipment; and 14.1.3 temporarily occupy land; and 14.1.4 do anything else reasonably required in connection with the exercise of the power.	Nil	
159703	14. Entry onto Land 14.2 The power pursuant to Section 188(4) of the Act to pay reasonable compensation on account of any loss or damage caused by the exercise of a power under Section 188(1) of the Act.	Nil	CEO
159704	15. Acquisition of Land 15.1 The power pursuant to Section 189(1) of the Act, to with the consent of the Minister, acquire land for a purpose associated with infrastructure works under and in accordance with the Land Acquisition Act 1969.	Nil	CEO
159705	16. Review of Performance 16.1 The power pursuant to Clause 3(3) of Schedule 4 of the Act to explain the Council's actions, and to make submissions (including, if relevant, an indication of undertakings that the Council is willing to give in order to take remedial action), to the Minister.	Nil	CEO
159706	16. Review of Performance 16.2 The power pursuant to Clause 3(14) of Schedule 4 of the Act to make submissions to the Minister on the report on which the action to be taken by the Minister under Clause 3(13) of Schedule 4 of the Act is based.	Nil	CEO
159707	16. Review of Performance 16.3 The power pursuant to Clause 3(15) of Schedule 4 of the Act, if the Minister makes a recommendation to the Council under Clause 3(13)(a) of Schedule 4 of the Act and the Minister subsequently considers that the Council has not, within a reasonable period, taken appropriate action in view of the recommendation, consult with the Minister in relation to the directions of the Minister.	Nil	CEO
159708	16. Review of Performance 16.4 The power pursuant to Clause 3(16) of Schedule 4 of the Act to comply with a direction under Clauses 3(13) or (15)	Nil	CEO

Attachment

Planning, Development and Infrastructure Act 2016			
	of Schedule 4 of the Act.		
159709	17. General Schemes 17.1 The power pursuant to Clause 30(3) of Schedule 8 of the Act to request the Minister make a declaration under Clause 30(2) of Schedule 8 of the Act in relation to a scheme.	Nil	CEO

Attachment

Instrument of Delegation under the Road Traffic Act 1961, the Road Traffic (Miscellaneous) Regulations 2014 and the Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014

Preamble

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

Delegation Sources

- Road Traffic Act 1961
- Road Traffic (Miscellaneous) Regulations 2014
- Road Traffic (Road Rules- Ancillary and Miscellaneous Provisions) Regulations 2014

Titles

- CEO: Chief Executive Officer
- Not Delegated: ND

Attachment

Instrument of Delegation under the Road Traffic Act 1961, the Road Traffic (Miscellaneous) Regulations 2014 and the Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014

Road Traffic Act 1961				
#	**Item Delegated**	**Conditions and Limitations**	**Delegate**	**Date**
160347	1. Direction as to installation etc of traffic control devices 1.1 The duty pursuant to Section 18(5) of the Road Traffic Act 1961 ("the Act") to carry out a direction which the Minister directs the Council (as a road authority) to carry out pursuant to Section 18(6) of the Act in circumstances where another road authority has failed to comply with the direction.	Nil.	CEO	
160348	1. Direction as to installation etc of traffic control devices 1.2 The power pursuant to Section 18(7) of the Act where the Minister has directed the Council to carry out a direction pursuant to Section 18(6) of the Act, to recover as a debt due from the defaulting road authority any expenses incurred in carrying out the direction under Section 18(6) of the Act, subject to Section 18(8) of the Act.	Nil.	CEO	
160349	2. Action to deal with false devices or hazards to traffic 2.1 The power pursuant to Section 31(2) of the Act to remove from any road the care, control or management of which is vested in the Council and dispose of any false traffic control device or any device, structure or thing that the Delegate is satisfied might constitute a hazard to traffic.	Nil.	CEO	
172263	2A. Road Closing and Exemptions for Certain Events 2A.1 The power pursuant to Section 33(2) of the Act, to consent to an order under Section 33(1) of the Act to close a road in the Council's area.	Nil.	CEO	
160350	3. Notice of Removal of Vehicle and Disposal of Vehicle if Unclaimed 3.1 The duty pursuant to Section 40P(3) of the Act and subject to Section 40P(4) to offer a vehicle, which was removed by an officer of the Council under Section 40N of the Act and for which there had been notice given according to Section 40P(2) of the Act and the owner of the vehicle failed to take possession of the vehicle and pay all expenses in connection with the removal, custody and maintenance of the vehicle and of serving, posting or publishing the notice, within one month after service or publication of the notice in accordance with Section 40P(2) of the Act, for sale by public auction.	Nil.	CEO	
160351	3. Notice of Removal of Vehicle and Disposal of Vehicle if Unclaimed 3.2 The power pursuant to Section 40P(4) of the Act, where a vehicle is offered for sale by public auction but is not sold at the auction or the relevant authority reasonably believes that the proceeds of the sale of the vehicle would be unlikely to exceed the costs incurred in selling the vehicle, to dispose of the vehicle in such manner as the Delegate thinks fit.	Nil.	CEO	
160352	3. Notice of Removal of Vehicle and Disposal of Vehicle if Unclaimed 3.3 The duty pursuant to Section 40P(5) of the Act to apply the proceeds of the sale of a vehicle as follows: 3.3.1 firstly, in payment of the costs of and incidental to the sale;	Nil.	CEO	

Attachment

Road Traffic Act 1961			
	3.3.2 secondly, in payment of the costs of and incidental to the removal, custody and maintenance of the vehicle and of the notice served, posted or published under this section; and 3.3.3 thirdly, in payment of the balance to the owner of the vehicle.		
160353	3. Notice of Removal of Vehicle and Disposal of Vehicle if Unclaimed 3.4 The power pursuant to Section 40P(6) of the Act, if after reasonable inquiry following sale of the vehicle the owner of the vehicle cannot be found, to pay the balance of the proceeds of the sale to the Council.	Nil.	CEO
160363	3A. Council May Determine That Ticket for Parking be Obtained Without Fee 3A.1 The power pursuant to Section 86 of the Act, if the Council has installed, or determined that it will install, permissive parking signs to apply to a length of road or area, to (in addition to any other action the Council may be empowered to take by or under the Act): 3A.1.1 determine that a ticket must be obtained for parking in the length of road or the area through the operation of parking ticket-vending machines installed or to be installed in or near the length of road or area without payment of a fee; or 3A.1.2 vary or revoke a determination made under Section 86 of the Act.	Nil.	CEO
160354	4. Compensation Orders for Damage to Road Infrastructure The power, pursuant to Section 163ZC(2) of the Act and in accordance with Section 163ZC(5) of the Act to make an application for a compensation order.	Nil.	Not Delegated
160355	4A. Assessment of Compensation 4A.1 The power pursuant to Section 163ZD(2) of the Act and in accordance with Section 163ZE of the Act to use in proceedings for the court to take into account in assessing the amount of any compensation: 4A.1.1 any evidence not adduced in connection with the prosecution of the offence but adduced in connection with the making of the proposed order; and 4A.1.2 any certificate of the Council, as the road authority stating that the Council maintains the road concerned; and 4A.1.3 any other certificate of the Council as the road authority, such as a certificate: 4A.1.3.1 estimating the monetary value of all or any part of the road infrastructure or of the damage to it; or 4A.1.3.2 estimating the cost of remedying the damage; or 4A.1.3.3 estimating the extent of the offender's contribution to the damage.	Nil.	CEO
160356	4B. Service of Certificates	Nil.	CEO

Attachment

Road Traffic Act 1961				
	4B.1 The duty, pursuant to Section 163ZE(1) of the Act, if the Council, as the road authority, proposes to use a certificate referred to in Section 163ZD in proceedings, to serve a copy of the certificate on the defendant at least 28 working days before the day on which the matter is set down for hearing.			
160357	5. Exemptions 5.1 The power pursuant to Section 174C(1) of the Act to exempt any person, or any persons of specified class, or any specified vehicle, or any vehicles of a specified class, from compliance with a prescribed provision of the Act, subject to the payment of such fee and to such other conditions (if any) as the Delegate thinks fit and specifies in the exemption.	Nil.	CEO	
Road Traffic (Miscellaneous) Regulations 2014				
#	**Item Delegated**	**Conditions and Limitations**	**Delegate**	**Date**
160358	6. Event Management Plan 6.1 The power pursuant to Regulation 6(2) of the Road Traffic (Miscellaneous) Regulations 2014 to consult with an applicant in the preparation of an event management plan for the purpose of Section 33(1) of the Act.	Nil.	CEO	
160359	6. Event Management Plan 6.2 The power pursuant to Regulation 6(2) of the Road Traffic (Miscellaneous) Regulations 2014 to consult with the Commissioner of Police or the Commissioner of Highways in the preparation of an event management plan for the purpose of Section 33(1) of the Act.	Nil.	CEO	
Road Traffic (Road Rules- Ancillary and Miscellaneous Provisions) Regulations 2014				
#	**Item Delegated**	**Conditions and Limitations**	**Delegate**	**Date**
160360	7. Permit Zones 7.1 The power pursuant to Regulation 17(2) of the Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014 to determine – 7.1.1 the class of permits required for vehicles to stop in a permit zone established by the Council; 7.1.2 the persons entitled to such permits; 7.1.3 any fees to be paid for such permits; 7.1.4 the conditions to which the permits will be subject (which may include conditions as to the period for which such permits remain in force and conditions as to the display of permits in vehicles). and to vary any such determination.	Nil.	CEO	
160361	7. Permit Zones	Nil.	CEO	

Attachment

Road Traffic (Road Rules- Ancillary and Miscellaneous Provisions) Regulations 2014			
	7.2 The power pursuant to Regulation 17(3) of the Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014 to issue permits in respect of permit zones to persons entitled to them, on payment of a fee (if any) and subject to the conditions, determined by the Delegate.		
160362	8. Parking and Parking Ticket-Vending Machines or Parking Meters 8.1 The power pursuant to Regulation 22(2) of the Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014 if the Council has installed or determined that it will install permissive parking signs to apply to a length of road or an area, to determine fees that will be payable for parking in the length of road or the area by the operation of parking ticket-vending machines or parking meters, installed or to be installed in or near the length of road or area, and the power to vary such fees.	Nil.	Not Delegated

Attachment

Instrument of Delegation under the Work Health and Safety Act 2012

Preamble

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.

2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

Delegation Sources

- Work Health and Safety Act 2012Titles
- CEO: Chief Executive Officer

Attachment

Instrument of Delegation under the Work Health and Safety Act 2012

Work Health and Safety Act 2012			
#	**Item Delegated**	**Conditions and Limitations**	**Delegate Date**
160687	51. Determination of work groups (1) The power pursuant to Section 51(1) of the Work Health and Safety Act 2012 (the Act), to, if a request is made under Section 50 of the Act, facilitate the determination of one or more work groups of workers.	Nil.	CEO
160688	52. Negotiations for agreement for work group (1) The power pursuant to Section 52(1) of the Act, and in accordance with Sections 52(2), (3) and (6) of the Act, to determine a work group by negotiation and agreement with the workers who will form the work group or their representatives.	Nil.	CEO
160689	52. Negotiations for agreement for work group (4) The power pursuant to Section 52(4) of the Act to, in relation to an agreement concerning the determination of a work group or groups, at any time, negotiate a variation of the agreement in accordance with Section 52(6) of the Act.	Nil.	CEO
160690	54. Failure of negotiations (1) The power pursuant to Section 54(1) of the Act to, if there is a failure of negotiations (including negotiations concerning the variation of an agreement), ask the regulator to appoint an inspector for the purposes of Section 54 of the Act.	Nil.	CEO
160691	55. Determination of work groups of multiple businesses (2) The power pursuant to Section 55(2) of the Act to determine the particulars of the work groups by negotiation and agreement, in accordance with Section 56 of the Act, between each of the persons conducting the businesses or undertakings and the workers.	Nil.	CEO
160692	55. Determination of work groups of multiple businesses (3) The power pursuant to Section 55(3) of the Act to, in relation to an agreement concerning the determination of a work group or groups, at any time, negotiate a variation of the agreement.	Nil.	CEO
160693	56. Negotiation of agreement for work groups of multiple businesses (3) The power pursuant to Section 56(3) of the Act to, if agreement cannot be reached on a matter relating to the determination of a work group (or a variation of an agreement) within a reasonable time after negotiations commence under Subdivision 3 of Division 3, Part 5 of the Act, ask the regulator to appoint an inspector to assist the negotiations in relation to that matter.	Nil.	CEO
160694	58. Withdrawal from negotiations or agreement involving multiple businesses (1) The power pursuant to Section 58(1) of the Act to, in relation to a negotiation for an agreement, or an agreement, concerning a work group under Subdivision 3 of Division 3, Part 5 of the Act, withdraw from the negotiation or agreement at any time by giving reasonable notice (in writing) to the other parties.	Nil.	CEO
160695	58. Withdrawal from negotiations or agreement involving multiple businesses (2) The power pursuant to Section 58(2) of the Act to, if a party withdraws from an agreement concerning a work group under	Nil.	CEO

Attachment

Work Health and Safety Act 2012			
	Subdivision 3 of Division 3, Part 5 of the Act, negotiate a variation to the agreement in accordance with Section 56 of the Act.		
160696	65. Disqualification of health and safety representatives (1) The power pursuant to Section 65(1) of the Act, to make an application to SAET~~the senior judge of the IRC for a review committee~~ to disqualify a health and safety representative on the ground that the representative has: (a) exercised a power or performed a function as a health and safety representative for an improper purpose; or (b) used or disclosed any information he or she acquired as a health and safety representative for a purpose other than in connection with the role of health and safety representative, where the Council is adversely affected by the exercise of a power or the performance of a function referred to in Section 65(1)(a) of the Act or the use or disclosure of information referred to in Section 65(1)(b) of the Act.	Nil.	CEO
160697	70. General obligations of person conducting business or undertaking (1) The power pursuant to Section 70(1) of the Act, to (a) consult, so far as is reasonably practicable, on work health and safety matters with any health and safety representative for a work group of workers carrying out work for the Council; and (b) confer with a health and safety representative for a work group, whenever reasonably requested by the representative, for the purpose of ensuring the health and safety of the workers in the work group; and (c) allow any health and safety representative for the work group to have access to information that the Council has relating to: (i) hazards (including associated risks) at the workplace affecting workers in the work group; and (ii) the health and safety of the workers in the work group; and (d) with the consent of a worker that the health and safety representative represents, allow the health and safety representative to be present at an interview concerning work health and safety between the worker and: (i) an inspector; or (ii) the Council or the Council's representative; and (e) with the consent of one or more workers that the health and safety representative represents, allow the health and safety representative to be present at an interview concerning work health and safety between a group of workers, which includes the workers who gave the consent, and:	Nil.	CEO

Attachment

Work Health and Safety Act 2012			
	(i) an inspector; or (ii) the Council or the Council's representative; and (f) provide any resources, facilities and assistance to a health and safety representative for the work group that are reasonably necessary or prescribed by the regulations to enable the representative to exercise his or her powers or perform his or her functions under the Act. (g) allow a person assisting a health and safety representative for the work group to have access to the workplace if that is necessary to enable the assistance to be provided; and (h) permit a health and safety representative for the work group to accompany an inspector during an inspection of any part of the workplace where a worker in the work group works; and (i) provide any other assistance to the health and safety representative for the work group that may be required by the regulations.		
160698	71. Exceptions for obligations under Section 70(1) (5) The power pursuant to Section 71(5) of the Act to refuse on reasonable grounds to grant access to the workplace to a person assisting a health and safety representative for a work group.	Nil.	CEO
160699	72. Obligation to train health and safety representatives (1) The power pursuant to Section 72(1) of the Act to, consult with a health and safety representative in relation to the health and safety representative attending a course of training in work health and safety that is subject to Section 72(6), chosen by the health and safety representative.	Nil.	CEO
160713	72. Obligation to train health and safety representatives (3) The power pursuant to Section 72(3) of the Act to: (a) as soon as practicable within the period of 3 months after the request is made, allow the health and safety representative time off work to attend the course of training; and	Nil.	CEO
160714	72. Obligation to train health and safety representatives (3) The power pursuant to Section 72(3) of the Act to: (b) pay the course fees and any other reasonable costs associated with the health and safety representative's attendance at the course of training.	Nil.	CEO
160715	72. Obligation to train health and safety representatives (6) The power pursuant to Section 72(6) of the Act to, if agreement cannot be reached between the Council or Council's delegate and the health and safety representative within the time required by Section 72(3) of the Act as to the matters set out in Sections 72(1)(c) and (3) of the Act, ask the regulator to appoint an inspector to decide the matter.	Nil.	CEO

Attachment

Work Health and Safety Act 2012			
160700	73. Obligation to share costs if multiple businesses or undertakings (1) The power pursuant to Section 73(1) of the Act to, if a health and safety representative, or deputy health and safety representative (if any), represents a work group of workers carrying out work for the Council and one or more other person conducting businesses or undertakings, agree that: (a) the costs of the representative exercising powers and performing functions under the Act; and (b) the costs referred to in Section 72(3)(b) of the Act, for which the Council or any of the other persons conducting those businesses or undertakings are liable, are to be apportioned between each of those persons otherwise than equally. (2) The power pursuant to Section 73(2) of the Act, to vary an agreement to apportion the costs in another way, at any time by negotiation and agreement between each of the persons conducting the businesses or undertakings.	Nil.	CEO
160701	75. Health and safety committees (2) The power pursuant to Section 75(2) of the Act to, establish a health and safety committee for the workplace or part of the workplace.	Nil.	CEO
160702	76. Constitution of committee (1) The power pursuant to Section 76(1) of the Act and subject to Sections 76(2) to (4) of the Act, to agree the constitution of a health and safety committee with the workers at the workplace. (5) The power pursuant to Section 76(5) of the Act to, if agreement is not reached under Section 76 within a reasonable time, ask the regulator to appoint an inspector to decide the matter.	Nil.	CEO
160703	82. Referral of issue to regulator for resolution by inspector (2) The power pursuant to Section 82(2) of the Act to, ask the regulator to appoint an inspector to attend the workplace to assist in resolving the issue.	Nil.	CEO
160704	87. Alternative work The power pursuant to Section 87 of the Act to, if a worker ceases work under Division 6, Part 5 of the Act, direct the worker to carry out suitable alternative work at the same or another workplace if that work is safe and appropriate for the worker to carry out until the worker can resume normal duties.	Nil.	CEO
160705	89. Request to regulator to appoint inspector to assist The power pursuant to Section 89 of the Act to ask the regulator to appoint an inspector to attend the workplace to assist in resolving the issue arising in relation to the cessation of work.	Nil.	CEO
160706	100. Request for review of provisional improvement notice (1) The power pursuant to Section 100(1) of the Act, to, within 7 days after a provisional improvement notice is issued to the Council or a worker who carries out work at the Council, ask the regulator to appoint an inspector to review the notice.	Nil.	CEO
160707	141. Application for assistance of inspector to resolve dispute	Nil.	CEO

Attachment

Work Health and Safety Act 2012			
	The power, pursuant to Section 141 of the Act, to, if a dispute arises about the exercise or purported exercise by a WHS entry permit holder of a right of entry under the Act, ask the regulator to appoint an inspector to attend the workplace to assist in resolving the dispute.		
160708	142. Authorising authority may deal with a dispute about a right of entry under this Act (4) The power pursuant to Section 142(4) of the Act to apply to the authorising authority to deal with a dispute where the dispute relates to the Council.	Nil.	CEO
160709	180. Return of seized things (1) The power pursuant to Section 180(1) of the Act to, if a seized thing has not been forfeited, and the Council is the person entitled to the thing, apply to the regulator for the return of the thing after the end of 6 months after it was seized.	Nil.	CEO
160710	181. Access to seized things (1) The power pursuant to Section 181(1) of the Act to, until a seized thing is forfeited or returned, inspect it and, if it is a document, to make copies of it at all reasonable times.	Nil.	CEO
160711	224. Application for internal review (1) The power pursuant to Section 224(1) of the Act, to, where the Council is an eligible person in relation to a reviewable decision, other than a decision made by the regulator or a delegate of the regulator, apply to the regulator for review (an internal review) in accordance with Section 224(2) of the Act, of the decision within: (a) the prescribed time after the day on which the decision first came to the Council's notice; or (b) such longer period as the regulator allows.	Nil.	CEO
160712	229. Application for external review (1) The power pursuant to Section 229(1) of the Act, to, where the Council is an eligible person, apply to SAET under Part 3 Division 1 of the South Australian Employment Tribunal Act 2014for a review of ~~the Senior Judge of the ICR for review (an external review)~~, in accordance with Section 229(2) of the Act, (a) a reviewable decision made by the regulator; or (b) a decision made, or taken to have been made, on an internal review.	Nil.	CEO

Attachment

INSTRUMENT OF GENERAL APPROVAL AND DELEGATION TO COUNCIL

USE OF TRAFFIC CONTROL DEVICES, ROAD CLOSURE AND GRANTING OF EXEMPTIONS FOR EVENTS

ROAD TRAFFIC ACT 1961 (SECTIONS 17, 20 & 33)

MINISTER FOR TRANSPORT AND INFRASTRUCTURE

REVOCATION OF PREVIOUS INSTRUMENT

I, **Tom Koutsantonis**, **Minister for Transport and Infrastructure** in the State of South Australia, in accordance with the powers conferred on the Minister by the *Road Traffic Act 1961*, **REVOKE** the previous Instrument issued by the Minister entitled "Notice to Council to use Traffic Control Devices and to close roads and grant exemptions for events" dated 27 April 2009.

INSTRUMENT OF GENERAL APPROVAL

GENERAL APPROVAL FOR THE INSTALLATION, MAINTENANCE, ALTERATION, OPERATION OR REMOVAL OF TRAFFIC CONTROL DEVICES

I, **Tom Koutsantonis**, **Minister for Transport and Infrastructure** in the State of South Australia, pursuant to section 12 of the *Road Traffic Act 1961* ("the Act"), hereby grant the following **GENERAL APPROVALS** to **Council**:

A. Traffic Control Devices

For the purpose of sections 17(1) and (2) of the Act, I grant Council **GENERAL APPROVAL** to install, maintain, alter, operate, or remove, or cause to be installed, maintained altered, operated, or removed any traffic control device on, above or near a road which is under its care, control and management subject to the following conditions EXCEPT those traffic control devices specified in Clause A.8 or those dealt with in other clauses of this instrument:

A.1 Authorisation of other Officers

Council may authorise any Officer to exercise the powers conferred on it pursuant to Clause A of this Instrument. Any Authorisations to any Officer must be made by instrument in writing and approved by the Chief Executive Officer on behalf of Council. All actions carried out by any Officer in accordance with Clause A must be done so "for, and on behalf of the Council". Records must be kept of any Authorisations made pursuant to this clause. Council may attach any conditions to such Sub-Authorisations that it considers appropriate.

A.2 Conformity with the *Road Traffic Act*

Attachment

All traffic control devices used pursuant to Clause A must conform to the requirements of the Act and any Rules and Regulations made under the Act.

A.3 Conformity with the Australian Standards and the Code

All traffic control devices must conform to the requirements of and be installed, maintained, altered, operated or removed in accordance with the applicable Australian Standards, and the provisions contained in the Code and the applicable Australian Standards, as amended from time to time.

The Code refers to and invokes the applicable Australian Standards. The Code must be read together with, but takes precedence over, all applicable Australian Standards.

A.4 Notification to adjoining Councils

Council must notify an adjoining Council before installing, altering or removing a traffic control device on a road that runs into or intersects with, or is otherwise likely to affect traffic on a road (including its flow, speed and composition) that is under the care, control and management of another Council.

Where a Council uses a traffic control device to effect section 32 of the Act, that is, closing a road for traffic management purposes, and the road runs into the area or along the boundary of another Council, each affected Council must concur with the road closure or part road closure.

A.5 Notification to the Commissioner of Highways

Council must notify the Commissioner of Highways before installing, altering or removing a traffic control device on a road that runs into or intersects with, or otherwise is likely to affect traffic on a road (including its flow, speed and composition) that is under the care, control and management of the Commissioner of Highways.

A.6 Consultation on traffic signals

If Council wishes the Commissioner of Highways to maintain Council's:

(a) traffic signals at intersections;
(b) emergency services traffic signals;
(c) mid-block traffic signals (pedestrian actuated crossings);
(d) signals at Koala crossings; or
(e) signals at Wombat crossings with flashing lights,

then Council must consult with the Commissioner of Highways when proposing to install the said signals for the purpose of standardising the equipment and establishing a uniform maintenance program.

A.7 Traffic Impact Statement

Before any traffic control device is installed, altered or removed, a Traffic Impact Statement must be prepared by a person, who in the Council's opinion is an experienced traffic engineering practitioner.

The Traffic Impact Statement must be endorsed by a person authorised by Council.

Attachment

The Traffic Impact Statement summarises the investigations undertaken to justify the installation, alteration or removal of traffic control devices and must address road safety issues and the traffic management effects for all road users, including cyclists and pedestrians. It need not be a lengthy document. The Code provides further guidance on the preparation of Traffic Impact Statements.

A Traffic Impact Statement is not required for the installation, alteration or removal of traffic control devices on road-related areas that do not constitute a public place.

A.8 Traffic control devices requiring separate approval

General approval does not apply to those traffic control devices:

(a) specifically listed in the Code requiring separate approval; or

(b) not contained in or referred to in the Australian Standards or the Code; or

(c) not complying with clause A.3.

Council must obtain separate approval to install, maintain, alter, operate or remove, or cause to be installed, altered, operated or removed, any traffic control device specified in this clause.

Council must address applications for approval under this clause to the Commissioner of Highways who will consider the application as the Minister's delegate. The application must include a Traffic Impact Statement, any plans, and relevant supporting documentation.

B. Speed Limits at Works on Roads

For the purpose of section 20(2) of the Act, I grant Council **GENERAL APPROVAL** to place signs on a road for the purpose of indicating the maximum speed to be observed by drivers while driving on, by or towards

- a work area; or
- a work site

where workers are engaged, or works are in progress at the direction of Council, subject to the following conditions:

B.1 Authorisation of other Officers

Council may authorise any Officer to exercise the powers conferred on it pursuant to Clause B of this Instrument. Any Authorisations to any Officer must be made by instrument in writing and approved by the Chief Executive Officer on behalf of Council. All actions carried out by that Officer in accordance with Clause B must be done so "for, and on behalf of the Council". Records must be kept of any authorisation made pursuant to this clause. Council may attach any conditions to such Sub-Authorisations that it considers appropriate.

Attachment

B.3 Conformity with the *Road Traffic Act*

The maximum speed to be indicated by signs must be in accordance with section 20 of the Act.

B.4 Conformity with the SA Standards

All traffic control devices must conform to the requirements of and be installed in accordance with the provisions contained in the SA Standards.

B.5 Persons who may act on behalf of Council

For the purposes of this clause, the following people may act on behalf of Council:

(a) an employee of Council; or
(b) an employee of a contractor or sub-contractor engaged to carry out works on a road on behalf of Council.

B.6 Training and Accreditation

At all times when a worker is present at a work area or work site at least one worker must:

- have gained accreditation in the DPTI Workzone Traffic Management Training Program; and
- carry a card or certificate certifying accreditation in this course when engaged at a work area or work site; and
- have undertaken re-training in the DPTI Workzone Traffic Management Training Program within the last 3 years.

B.7 Record Keeping

Any person acting on behalf of Council pursuant to Clause B must comply with the SA Standards that outline the procedures and guidelines for record keeping required for the overall safety and smooth operation of a traffic guidance scheme.

C. Traffic Control Devices at Works on Roads

For the purposes of sub-section 17(3) of the Act, I grant Council **GENERAL APPROVAL** to install, display, alter, operate, or remove, any traffic control device in relation to an area where persons are engaged in work or an area affected by works in progress, or in relation to part of a road temporarily closed to traffic under this Act or any other Act. This approval is subject to the following conditions:

C.1 Authorisation of other Officers

Council may authorise any Officers to exercise the powers conferred on it pursuant to Clause C of this Instrument. Any Authorisations to any officer must be by instrument in writing and approved by the Chief Executive Officer on behalf of Council. All actions carried out by that Officer in accordance with Clause C must be done so "for, and on behalf of the Council". Records must be kept of any authorisation made pursuant to

Attachment

this clause. Council may attach any conditions to such Sub-Authorisations that it considers appropriate.

C.2 Conformity with the Road Traffic Act

All traffic control devices must conform to the requirements of, and be installed, displayed, altered, operated or removed in accordance with the Act and any Rules and Regulations made under the Act.

C.3 Conformity with the Code, and SA Standards

All traffic control devices must conform to the requirements of and be installed, displayed, altered, operated or removed in accordance with the provisions contained in the Code, the SA Standards and the applicable Australian Standards.

C.4 Persons who may act on behalf of Council

For the purposes of this clause, the following people may act on behalf of Council:

(a) an employee of Council; or
(b) an employee of a contractor or sub-contractor engaged to carry out works on a road on behalf of Council.

C.5 Training and Accreditation

At all times when a worker is present in an area where persons are engaged in work or an area affected by works in progress at least one worker must:

- have gained accreditation in the DPTI Workzone Traffic Management Training Program; and
- carry a card or certificate certifying accreditation in this course when engaged at a work area or work site; and
- have undertaken re-training in the DPTI Workzone Traffic Management Training Program within the last 3 years.

C.6 Record Keeping

Any person acting on behalf of Council pursuant to Clause C must comply with the SA Standards that outline the procedures and guidelines for record keeping required for the overall safety and smooth operation of a traffic guidance scheme.

D. Temporary Parking Controls

For the purpose of sub-section 17(3) of the Act, I grant Council **GENERAL APPROVAL** to install, display, alter, operate, or remove a traffic control device for the purposes of imposing, varying or abolishing a parking control on a temporary basis on a road which is under its care, control and management, subject to the following conditions:

Attachment

D.1 Authorisation of other Officers

Council may authorise any Officers to exercise the powers conferred on it pursuant to Clause D of this Instrument. Any Authorisations to any Officer must be made by instrument in writing and approve by the Chief Executive Officer on behalf of Council. All actions carried out by that Officer in accordance with Clause D must be done so "for, and on behalf of the Council". Records must be kept of any authorisation made pursuant to this clause. Council may attach any conditions to such Sub-Authorisations that it considers appropriate.

D.2 Conformity with the Act

All temporary parking controls must conform with the requirements of, and be installed, displayed, altered, operated or removed in accordance with the Act and any Rules and Regulations made under the Act.

D.3 Conformity with Australian Standards and the Code

All temporary parking controls must conform to the requirements and be installed, displayed, altered, operated or removed in accordance with the provisions contained in any applicable Australian Standards and the Code.

The Code refers to and invokes the Australian Standards. The Code must be read together with, but takes precedence over, all applicable Australian Standards.

D.4 Information on Signs

A temporary parking control used in accordance with Clause D must display the words "TEMPORARY PARKING CONTROL" in a prominent position.

D.5 Limitation of Temporary Parking Controls

A temporary parking control used in accordance with Clause D cannot have effect for a period exceeding 35 days.

D.6 Records of Temporary Parking Controls

Council must keep records of any use of temporary parking controls.

E. TRAFFIC CONTROL DEVICES FOR EVENTS

For the purposes of section 17 of the Act, I grant Council **GENERAL APPROVAL** to install, maintain, alter, operate or removed, or cause to be installed, maintained altered, operated, or removed, a traffic control device for the purpose of an event other than those specified in Clause A.8 of this Instrument, on, above or near a road which is under its care, control and management subject to the following conditions:

E.1. Conformity with the Road Traffic Act

All traffic control devices used pursuant to Clause E of this Instrument must conform to the requirements of the Act, and any Rules and Regulations made under the Act.

Attachment

E.2. Conformity with Plan

All traffic control devices must be installed in accordance with a Traffic Management Plan prepared by a person who in the opinion of the Council has an appropriate level of knowledge and expertise in the preparation of traffic management plans.

Council need not comply with Clause A.7 of this Instrument where using a traffic control device for the purpose of an event.

E.3. Notification to adjoining Councils

Council must notify an adjoining Council before installing, altering or removing a traffic control device on a road that runs into or intersects with, or otherwise is likely to affect traffic (including its flow, speed and composition) on a road that is under the care, control and management of another Council.

E.4 Notification to the Commissioner of Highways

Council must notify the Commissioner of Highways before installing, altering or removing a traffic control device on a road that runs into or intersects with, or otherwise is likely to affect traffic on a road (including its flow, speed and composition) that is under the care, control and management of the Commissioner of Highways.

INSTRUMENT OF DELEGATION

I, **Tom Koutsantonis**, **Minister for Transport and Infrastructure** in the State of South Australia, pursuant to section 11 of the *Road Traffic Act 1961* ("the Act") hereby **DELEGATE** the powers as detailed in the following clauses –

F. GRANT APPROVAL TO ANOTHER ROAD AUTHORITY

I **DELEGATE** to **Council** the power conferred on the Minister pursuant to section 17 of the Act to **SPECIFICALLY APPROVE** the installation, maintenance, alteration, operation or removal of a traffic control device in the municipality or district of Council by a road authority on, above or near a road under the care, control and management of the said road authority subject to the following conditions:-

Attachment

F.1 Sub-Delegation and Authorisation to other Officers

This delegation cannot be sub-delegated without my express approval. Council may, however, authorise any officers to exercise the powers conferred on Council pursuant to Clause F of this Instrument.

Any Authorisations to any Officer should be made by instrument in writing and approved by the Chief Executive Officer on behalf of Council. All actions carried out by that officer in accordance with Clause F must be done so "for, and on behalf of the Council". Records must be kept of any authorisation made pursuant to this clause.

F.2 Conformity with the Road Traffic Act

All traffic control devices used pursuant to Clause F of this Instrument must conform to the requirements of the Act, and any Rules and Regulations made under the Act.

F.3 Conformity with the Australian Standards and the Code

All traffic control devices must conform to the requirements of and be installed, maintained, altered, operated or removed in accordance with the provisions contained in the applicable Australian Standards and the Code.

The Code refers to and invokes the Australian Standards. The Code must be read together with, but takes precedence over, all applicable Australian Standards.

F.4 Power of approval subject to same Conditions in Clause A

The power of Council to grant approvals under Clause F is subject to the same conditions that apply to Council under Clause A where Council itself is the road authority.

F.5 Record Keeping

Council must keep accurate records of any approval granted to another road authority pursuant to Cause F of this Instrument.

G. CLOSE ROADS AND GRANT EXEMPTIONS FOR EVENTS

I **DELEGATE** to Council my power in sub-section 33(1) of the Act to declare an event to be an event to which section 33 applies and make orders directing:

(a) that specified roads (being roads on which the event is to be held or roads that, in the opinion of the Council, should be closed for the purposes of the event) be closed to traffic for a specified period; and

(b) that persons taking part in the event be exempted, in relation to the specified roads, from the duty to observe the Australian Road Rules specified in Clause G.4 subject to the conditions in Clause G.5

G.1 Sub-Delegation to other Officers

Attachment

Council may sub-delegate the power delegated to Council pursuant to Clause G of this Instrument subject to the following conditions:

1. Council may only sub-delegate the power to the person for the time being occupying the position of Chief Executive Officer of Council; and

2. Any such sub-delegation must be made by instrument in writing by Council resolution; and

3. The sub-delegate cannot direct the closure of a road or and grant an exemption for an event on a road that runs into or intersects with, or is otherwise likely to affect traffic (including its flow, speed and composition) on a road that is under the care, control and management of another Council or the Commissioner for Highways; and

4. Council's sub-delegate is subject to all conditions that are imposed on Council under Clause G, in relation to the closure of a road or the grant of an exemption for an event; and

5. Council may impose any other conditions deemed necessary on its sub-delegate in relation to the closure of a road or the grant of an exemption for an event; and

6. Council cannot authorise any other person to exercise the powers conferred on Council, pursuant to G of this Instrument.

G.2 Roads and Road-Related Areas to which Delegation Applies

Council may only exercise the powers of the Minister in sub-section 33(1) of the Act with respect to a road under its care, control and management.

G.3 Conformity with the Road Traffic Act

Council when exercising the powers of the Minister in sub-section 33(1) of the Act must comply with the requirements of section 33 of the Act.

G.4 Exemption from Australian Road Rules

Council can only grant exemptions from the following Australian Road Rules and subject to the conditions listed in Clause G.5:

1. Rule 221: Using hazard warning lights;
2. Rule 230: Crossing a road — general;
3. Rule 231: Crossing a road at pedestrian lights;
4. Rule 232: Crossing a road at traffic lights;
5. Rule 234: Crossing a road on or near a crossing for pedestrians;
6. Rule 237: Getting on or into a moving vehicle;
7. Rule 238: Pedestrians travelling along a road (except in or on a wheeled recreational device or toy);
8. Rule 250: Riding on a footpath or shared path;

Attachment

9. Rule 264: Wearing of seat belts by drivers;
10. Rule 265: Wearing of seat belts by passengers 16 years old or older;
11. Rule 266: Wearing of seat belts by passengers under 16 years old;
12. Rule 268: How persons must travel in or on a motor vehicle;
13. Rule 269: Opening doors and getting out of a vehicle etc;
14. Rule 298: Driving with a person in a trailer.

G.5 Conditions on Exemptions from Australian Road Rules

Council may only grant exemption from the following Australian Road Rules provided any such exemption contains the following minimum conditions:

1. Rule 237: Getting on or into a moving vehicle – provided the speed of the vehicle does not exceed 5 km/h;
2. Rule 264: Wearing of seat belts by drivers – provided the speed of the vehicle does not exceed 25 km/h;
3. Rule 265: Wearing of seat belts by passengers 16 years old or older – provided the speed of the vehicle does not exceed 25 km/h;
4. Rule 266: Wearing of seat belts by passengers under 16 years old – provided the speed of the vehicle does not exceed 25 km/h;
5. Rule 268: How persons must travel in or on a motor vehicle – provided the speed of the vehicle does not exceed 25 km/h;
6. Rule 269: Opening doors and getting out of a vehicle etc – provided the speed of the vehicle does not exceed 5 km/h;
7. Rule 298: Driving with a person in a trailer – provided the speed of the vehicle does not exceed 25 km/h.

G.6 Notification to Commissioner of Highways

Council must notify the Commissioner of Highways of any declaration under sub-section 33(1) at least two weeks prior to the date of the event.

G.7 Notification to Emergency Services and Public Transport Services Division

Council must notify the SA Metropolitan Fire Service, SA Country Fire Service, SA State Emergency Service, the SA Ambulance Service and the Public Transport Services Division of the Department of Planning, Transport and Infrastructure ("DPTI") as appropriate, of any declaration under sub-section 33(1) at least two weeks prior to the date of the event.

G.8 Notification to Traffic Management Centre, Metropolitan Region

Where an event requires intervention by DPTI to ensure the safe and efficient conduct and movement of traffic, Council must ensure that it or the event organiser contacts the Traffic Management Centre, Metropolitan Region (ph: 1800 018 313) no less than 15 minutes prior to the commencement of the event and immediately upon completion of the need for such intervention.

G.9 Notification to Commissioner of Police

Attachment

Council must notify the Commissioner of Police of any declaration under sub-section 33(1) at least two weeks prior to the date of the event.

G.10 Agreement of Commissioner of Police

If Council proposes to make an order under sub-section 33(1) that involves any motor vehicular traffic, Council must first obtain the agreement of the Commissioner of Police before making an order that exempts a person from any of the following Australian Road Rules: 230, 231, 232, 234 and 238.

G.11 Use of Advance Warning Signs

Where the event will significantly and/or adversely affect a road which is under the care, control and management of the Commissioner of Highways, Council must ensure that the event organisers place advance warning notification signs on the affected roads. The signs must clearly indicate to the public the times and dates of the temporary road closure.

G.12 Effect on Roadside Furniture

Where an event affects any roadside furniture owned or maintained by the Commissioner of Highways or road markings, Council must ensure that it or the event organiser reinstates such furniture or markings to its original condition.

H. DEFINITION OF TERMS

For the purposes of this Instrument, unless a contrary intention appears:
Words defined in section 5 of the Act have the same meaning as in the instrument.

A reference to a road includes a reference to a road-related area unless it is otherwise expressly stated.

Council means a council constituted under the *Local Government Act 1999*;

Code means the Code of Technical Requirements, as amended from time to time (formerly known as the Code of Technical Requirements for the Legal Use of Traffic Control Devices);

Event means event as defined in section 33 of the *Road Traffic Act 1961* namely an organised sporting, recreational, political, artistic cultural or other activity, and includes a street party;

Officer means Council employee

SA Standards means the Department of Planning, Transport and Infrastructure's SA Standard for Workzone Traffic Management;

Work area means work area as defined in section 20(1) of the Act, namely a portion of road on which workers are, or may be, engaged;

Work site means a portion of road affected by works in progress, together with any additional portion of road used to regulate traffic in relation to those works or for any associated purpose.

Attachment

I. FUTURE VARIATIONS TO THIS INSTRUMENT

This Instrument may be revoked or varied by a subsequent Instrument in writing.

.....

Hon Tom Koutsantonis MP
MINISTER FOR TRANSPORT AND INFRASTRUCTURE
Dated this 22 day of AUGUST 2013

Attachment

Knet #7388435

AGENDA ITEM NO.: **13.2**

TO: Council on 28 November 2017

DIRECTOR: Cate Hart, Chief Executive Officer

REPORT AUTHOR: Jo-Ann Tanti, Manager Governance & Administration

SUBJECT: City of Prospect Annual Report 2016-2017

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1. EXECUTIVE SUMMARY

Council prepares a report each year to comply with requirements of the *Local Government Act 1999* relating to the delivery of services, performance and achievements during the financial year. The purpose of this report is to provide Council Members with the opportunity to consider the draft City of Prospect Annual Report 2016-2017.

The final Annual Report will be published on Council's website, with copies made available for public viewing at the Civic Centre, Prospect Road and Prospect Library, Main North Road and further submitted to regulated authorities and distributed to the community (upon request).

2. RECOMMENDATION

(1) Council having considered Item 13.2 City of Prospect Annual Report 2016-2017, endorse the Annual Report (as provided under separate cover), subject to minor administrative edits and the inclusion of the 2016-2017 Audited Financial Statements.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999 Section 133 and Schedule 4*
  Local Government (General) Regulations 2013 Regulation 10

Strategic Plan to 2020 Theme 1 – People "Know, empower, celebrate, educate and activate our community"

Strategic Plan to 2020 Theme 2 – Place "Loved heritage, leafy streets, fabulous places"

Strategic Plan to 2020 Theme 3 – Prosperity "More jobs, more investment, more activity, more vibrancy"

Strategic Plan to 2020 Theme 4 – Services "Leaders of the sector providing efficient, responsive, accessible services"

Intelligent Community Indicators

There are no direct links to the indicators.

4. REGIONAL IMPACT

City of Prospect Annual Report provides limited direct benefit or detriment on a regional perspective. The report outlines Councils involvement with the regional subsidiary, Eastern Health Authority, formed in accordance with Section 43 of the *Local Government Act 1999.*

5. COMMUNITY INVOLVEMENT

No community engagement was undertaken in the preparation of this report although it is required that a copy of the Annual Report remains available for public inspection at the Principal Office and further as determined by the Chief Executive Officer.

6. DISCUSSION

The Annual Report is a significant document that measures accountability and provides transparency to the public regarding the services delivered by Council. The report provides an opportunity to communicate the many achievements accomplished by Council during the year, reflecting the stewardship of our City.

Legislation requires Council to adopt an annual report on, or before, 30 November each year. The draft City of Prospect Annual Report 2016-2017 has been prepared in accordance with the requirements of the *Local Government Act 1999* including the detailed obligations described in Schedule 4 and associated regulations.

The audited Annual Financial Statements 2016-2017 will be an appendix to the annual report before publication.

Council's Annual Report will be available for viewing at the Civic Centre (Principal Office) 128 Prospect Road, Prospect and the Prospect Library at 1 Thomas Street, Nailsworth, where a hard copy may be purchased on payment of a fixed fee upon request.

Access will be available online to either view or download from Council's website.

Financial and Resource Implications

There will be no known resourcing implications associated with the delivery of this decision.

7. CONCLUDING STATEMENTS

City of Prospect Annual Report 2016-2017 is provided for Council's adoption as having complied with the information prescribed by legislation and will be distributed to the legislated bodies by the prescribed date of 31 December 2017.

ATTACHMENTS

City of Prospect Annual Report 2016-2017 **(provided under separate cover)**

AGENDA ITEM NO.: **13.3**

TO: Council on 28 November 2017

DIRECTOR: Cate Hart, Chief Executive Officer

REPORT AUTHOR: Jo-Ann Tanti, Manager Governance & Administration

SUBJECT: Appointment of Deputy Mayor

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1. EXECUTIVE SUMMARY

The *Local Government Act 1999* provides for the appointment of a Deputy Mayor for a period not exceeding 4 years. Throughout the current term of Council, City of Prospect has opted to appoint a Deputy with the two year term for the current incumbent due to expire on 25 November 2017.

A Deputy Mayor contributes to the continuance of official duties during the absence of the Mayor reducing the requirement to seek full council endorsement on each matter or appointment, maintenance of regional credibility and further providing leadership development opportunity.

Council Members are hereby invited to nominate for the position of Deputy Mayor for the 12 month period ending at the cessation of the current term of Council in November 2018. Should multiple applications be made, a vote will be taken in accordance with meeting procedures.

2. RECOMMENDATION

(1) Council having considered Item 13.3 of 28 November 2017; appoint Cr……. to the position of Deputy Mayor for a 12 month period, ending at the current term of Council in November 2018.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999 Section 51*

Strategic Plan to 2020 Theme 4 – Services "Leaders of the sector providing efficient, responsive, accessible services"

Strategy 4.4 Accountable and people-focused services	The appointment of a Deputy Mayor for a period throughout a term of Council, informs the decision making structure, increases integrity and provides reliable leadership continuity for our community.

Intelligent Community Indicators

6. Advocacy Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	A Deputy Mayor continues the strategies of engagement with our community and businesses, in possessing natural leadership qualities to successfully advocate the requests of Council and auspice the desires of our residents.

4. REGIONAL IMPACT

The continued appointment of a Deputy Mayor fosters ongoing and consistent interrelationships with neighbouring councils when the Principal Member is not available.

5. COMMUNITY INVOLVEMENT

No community engagement was undertaken in the preparation of this report.

6. DISCUSSION

The *Local Government Act 1999* (the Act) allows for Council to resolve to appoint a Deputy Mayor. Cr Mark Groote was appointed for a two year period on 24 November 2015.

Although not a requirement under the Act, it is considered appropriate to appoint a Deputy Mayor to deputise for the Mayor as required. The Deputy Mayor would chair Council Meetings in the absence of the Mayor, and in the event of any tied votes, have a casting vote. The Deputy Mayor may also represent Council at civic functions and outside events if the Mayor is unavailable or on leave.

The Mayor will call for nominations for the position of Deputy Mayor and ask for the nominee's acceptance, Members may nominate themselves. Where there is more than one person nominated a secret vote will be held.

If only two persons are nominated for the position of Deputy Mayor, a simple majority first past the post method of voting is all that is required. However, if three or more persons are nominated, the lowest vote elimination method will be used (as per Council Policy).

Should there be an equal number of votes; the issue will be decided by the drawing of lots. The name of the candidate withdrawn from the lot will be excluded from the ballot.

Financial and Resource Implications

The Remuneration Tribunal has determined the annual allowance for Deputy Mayor will be equal to one and a quarter (1.25) times the annual allowance of Council Members.

There is no impact on the current budget; it was included for the financial year during the business planning process.

7. CONCLUDING STATEMENTS

Council administration supports the continuance of a Deputy Mayor appointment, which has particular affect whilst Mayor O'Loughlin remains Principal Member of the ALGA.

ATTACHMENTS

Nil

AGENDA ITEM NO.: **13.4**

TO: Council on 28 November 2017

DIRECTOR: Ginny Moon, Director Corporate Services

REPORT AUTHOR: Chris Birch, Manager Financial Services

SUBJECT: First Budget Review 2017-2018

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1. EXECUTIVE SUMMARY

The Original Budget was adopted by Council at the meeting 27 June 2017. The Original Budget forecast an operating surplus before capital amounts of $106,607.

The First Budget Review projects a favourable adjustment of the operating result (before capital amounts) of $119,287 from the Original Budget. This results in an improved revised operating surplus before capital amounts of $225,894.

Majority of the movement within the First Budget Review incorporates items that have resulted from the finalisation of 2016-2017, includingcarry forward projects that were identified in the Fourth Budget Review of 2016-2017 and endorsed by Council at the August Council Meeting.

Adjustments to the First Budget Review have impacted Council's key financial indicators. These indicators are forecast to be as follows for the financial year:

Financial Indicator	Target Range*	Original Budget	Proposed Budget Review (BR1)	Target Achieved in Proposed Budget Review
Operating Surplus Ratio	(1.0%) - 5.0%	0.5%	1.0%	
Net Financial Liabilities Ratio	10% - 90%	57%	65%	
Asset Sustainability Ratio	100% - 120%	231%	227%	

The Asset Sustainability Ratio continues to assume the entire Community Hub, Library and Innovation Centre (CLIC) project will be a 'Replacement and Renewal' project. In reality a portion of the project will be considered an upgrade and reduces this ratio accordingly. An accurate measure or allocation cannot not be made until design plans are available, at which point the ratio will be re-forecast.

Historically, Council has received a separate report on the progress delivery of projects. For 2017-2018 this information has been incorporated in the budget review report in

order to give a holistic representation of project progress, both operational and financial. The progress report is included in **Attachments 7-12**. This is the first time will have seen this revised format.

2. RECOMMENDATION

(1) Council having considered Item 13.4 First Budget Review 2017-2018 endorse the First Budget Review 2017-2018 as presented in Attachments 1 - 17.

(2) Council approves the revised projected operating surplus (before capital amounts) of $225,894, a projected net surplus (total comprehensive income amounts) of $823,544, and a projected Net Borrowing position of $5,225,063.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act S.123 (13)*
- *Budget Framework Policy*

Strategic Plan to 2020 Theme 4 – Services "Leaders of the sector providing efficient, responsive, accessible services"

Strategy 4.2 Sound Financial Management	Although the budget holistically underpins and finances the entire strategic plan, the principles of good budget management are in keeping with the good governance of Sound Financial Management.

Intelligent Community Indicators

6. Advocacy	Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	Although the budget holistically underpins and finances all of Councils operations towards supporting the Intelligent Community Indicators, the principles of good budget management are in keeping with the good governance of the Advocacy Indicator.

4. REGIONAL IMPACT

While the budget contains funding for regional support activities, its focus is on all aspects of Council's operations and services.

5. COMMUNITY INVOLVEMENT

There is no community involvement in the preparation of Budget Reviews. The community were consulted on the original budget before adoption with budget reviews able to be sourced and reviewed by the community from Council's website after adoption.

6. DISCUSSION

The Original Budget was adopted by Council at the meeting 27 June 2017. The Original Budget forecast an operating surplus before capital amounts of $106,607.

The First Budget Review projects a favourable adjustment of the operating result (before capital amounts) of $119,287 from the Original Budget. This results in an improved, revised operating surplus before capital amounts of $225,894.

Majority of the movement within the First Budget Review includes items that have been resulted from the finalisation of 2016-2017, included carry forward projects that were identified in the Fourth Budget Review of 2016-2017 and endorsed by Council at the August Council Meeting.

The movement can be summarised in the following items:-

Favourable Items include

- Recurrent Savings identified through completion of 2016-2017 $170k
- Unbudgeted Insurance Special Distribution Received $63k
- Additional Workers Compensation Rebate Received $61k
- Additional Rates Income Received $25k
- Reduction in Insurance Policy Premiums $7k

Unfavourable Items include

- Carry Forward Capital Projects from 2016-2017 $1.69m
- Carry Forward Operating Projects from 2016-2017 $388k
- Investment of WHS rebate into WHS specific projects $32k (funded from Insurance Special Distributions)

6.1 Key Financial Performance Indicators

Adjustments to the Fourth Budget Review have impacted Council's key financial indicators.

These indicators are forecast to be as follows for the financial year;

Financial Indicator	Target Range	Original Budget	Proposed Budget Review (BR1)	Target Achieved in Proposed Budget Review
Operating Surplus Ratio	(1.0%) - 5.0%	0.5%	1.0%	
Net Financial Liabilities Ratio	10% - 90%	57%	65%	
Asset Sustainability Ratio	100% - 120%	231%	227%	

The Asset Sustainability Ratio continues to assume the entire Community Hub, Library and Innovation Centre (CLIC) project with be a 'Replacement and Renewal' project. In reality a portion of the project will be consider an upgrade and reduce this ratio accordingly. An accurate measure or allocation cannot not be made until design plans are available, at which point the ratio will be re-forecast.

6.2 Recurrent Budget

Following the completion of the 2016-2017 Audit, an internal process to compare the past two financial years against the 2017-2018 original budget. This process identified anticipated savings in the budget of $170k. Although the total is large, it is a collection of minor maintenance and operational costs from across a variety of Councils activities. The savings identified will not have any effect on the service levels provided by Council but may require considerations of unfavourable budget adjustments by Council in the case of extreme weather events.

The first budget review has a focus on confirming budget estimates that were not known at the time of drafting budget. This includes insurance premiums, operating grants and the finalisation of rates billing.

Following a positive Workers Compensation audit, Council has received a favourable ($61k) rebate from the scheme. Included in the first budget review is the reinvestment of approximately half ($32k) of this rebate into Work Health Safety initiatives to continue Council's improved development in this area.

A summary of all Operating budget adjustments is included in **Attachment 13-17**.

6.3 Operating Projects

A list of Operating Projects and applicable adjustments is included in **Attachments 7-12**.

The first budget review includes the bringing forward of unfinished carry forward projects of $387,933 from 2016-2017. These items were confirmed by Council in the fourth budget review 2016-2017 at the August Council Meeting.

Included in the carry forwards was $160,000 for works on third party assets (eg Telstra pits) in the Prospect Road Footpath Project. Design and Scope work of this project has now allowed the costs to be capitalised as the costs are attributed to our asset (the footpath), rather than third party assets. The first budget review transfers this accounting treatment from operating project to capital.

In addition, it also transfers to capital, a carry forward allocation of $39,955 for Broadview Oval Beautification works.

Council has been notified that it was unsuccessful in grant applications for the 'Main North Road Design Development' ($60k) and 'George Whittle Reserve Design' ($35k) Projects. As resolved by Council at the 25 July 2017 Council meeting, The Main North Road detail design project has been deferred with savings to be redirected into the George Whittle Reserve design to fund the shortfall from the grant not received.

Council has been successful in the receipt of a $200,000 grant for the Northern Parklands Project. The first budget review identifies both the receipt of the grant and subsequent passing on of the grant for the works to occur. This has had a net nil effect on Council's financial position but is identified as a new operating project in the projects list.

6.4 Capital Projects

A list of Capital Projects and applicable adjustments is included in **Attachments 7-12**.

The first budget review includes the bringing forward of unfinished carry forward projects of $1,690,909 from 2016-2017. These items were confirmed by Council in the fourth budget review 2016-2017 at the August Council Meeting.

As identified above, the first budget review includes transfers for the Prospect Road footpath works ($160,000) and Broadview Oval Beautification Works ($39,955) previously identified as operating projects.

The Rose Street Streetscape Upgrade has been funded from the Developer contribution fund. The first budget review separates this project out from the developer fund pool to separately identify the commitment of the funds for the project. This has no overall effect on the project, nor Councils financial commitment to it.

6.5 Impacts on the Long Term Financial Plan (LTFP)

As highlighted in the fourth budget review 2016-2017, while carry forwards are not ideal, their long term impact is limited to the following year and as such, the impact of is not anticipated to be felt beyond 2017-2018. The carry forwards are funded from unused cash reserves and a new undrawn loan borrowing of $3.492m also carried forward.

Outlined in paragraph 6.2 above are details of savings identified through the comparison of the original budget to the actual results of both 2015-2016 and 2016-2017. The identified $170k of savings is from the recurrent budget and is considered to be in itself recurrent in nature. As such, this saving is being built into the LTFP at its next revision. Council was introduced to this intended step as part of the 14 November 2017 Special Council Meeting report on CLIC.

6.6 Other Potential Adjustments

The First Budget Review brings to account, information and activities that have occurred since the preparation and subsequent adoption of the Original Budget.

As Council's 2016-2017 Roads to Recovery grant was to fund an incomplete and subsequently carried forward project, Council did not receive its grant allocation of $483,620. As the funds were not utilised, under the programme rules the grant was rolled forward to 2018-2019, being the last year of the programme. Application has been made to receive these funds in 2017-2018. Once this confirmation has received, it will be updated in the next budget review.

The Asset Sustainability Ratio continues to assume the entire Community Hub, Library and Innovation Centre (CLIC) project with be a 'Replacement and Renewal' project. In reality a portion of the project will be consider an upgrade and reduce this ratio accordingly. An accurate measure or allocation cannot not be made until design plans are available, at which point the ratio will be re-forecast.

Financial and Resource Implications

The first budget review projects an increase in Net Borrowing of $5,225,063. This is an increase of $89,509 from the original budget net borrowing position of $5,135,554.

A net borrowing position means that Council does not have sufficient funds within the individual year to fund its budget. In order to ensure the budget is delivered, a borrowing position will be funded from cash reserves or new borrowings.

The increase for 2017-2018 has stemmed from carry forward projects netted off by savings identified in the 2017-2018 budget. The increased borrowing is funded from an increased opening cash balance from the projection included in the original budget, as well as new loan borrowings not drawn in 2016-2017 as previously budgeted.

7. CONCLUDING STATEMENTS

The First Budget Review brings to account, information and activities that have occurred since the preparation and subsequent adoption of the Original Budget at the Council Meeting 27 June 2017.

Overall, the First Budget Review projects a favourable adjustment of the operating result (before capital amounts) of $119,287 from the Original. This results in an improved revised operating surplus before capital amounts of $225,894.

ATTACHMENTS

Attachment 1: Financial Indicators

Attachment 2: Uniform Presentation of Finances

Attachment 3: Statement of Comprehensive Income

Attachment 4: Statement of Financial Position

Attachment 5: Statement of Changes in Equity

Attachment 6: Statement of Cash Flows

Attachment 7-12: Operating and Capital Projects

Attachment 13-17: Recurrent and Operating Projects Adjustments

City of Prospect

Financial Indicators

for the period ended 30 September 2017

	Target 2017-18	Original Budget 2017-18	Proposed Revised BR1 Budget	Target Achieved

These Financial Indicators have been calculated in accordance with Information paper 9 - Local Government Financial Indicators prepared as part of the LGA Financial Sustainability Program for the Local Government Association of South Australia.

Operating Surplus Ratio

By what percentage does the operating income vary from operating expenses.
This ratio expresses the operating surplus as a percentage of total operating revenue.

Operating Surplus / (Deficit) / **Total Operating Revenue**	(1.0%) - 5.0%	0.5%	1.0%	

Net Financial Liabilities Ratio

How significant is the net amount owned to others, compared to operating income?
Net Financial Liabilities are defined as total liabilities less financial assets (excluding equity accounted investments in Council businesses
These are expressed as a percentage of total operating revenue.

Net Financial Liabilities / **Total Operating Revenue**	10% - 90%	57%	65%	

Adjusted Net Financial Liabilities Ratio

How significant is the net amount owned to others, compared to operating income with the loan to North Adelaide Football Club eliminate

Net Financial Liabilities / **Total Operating Revenue**	10% - 90%	49%	57%	

Asset Sustainability Ratio

Are assets being renewed and replaced in an optimal way?
Net asset renewals expenditure is defined as net capital expenditure on the renewal and replacement of existing assets, and excludes new capital expenditure on the acquisition of additional assets.

Net Asset Renewals / **Infrastructure & Asset Management Plan required expenditure**	100% - 120%	231%	227%	

Attachment

City of Prospect

Uniform Presentation of Finances

for the period ended 30 September 2017

	Original Budget 2017-18	Proposed BR1 Adjustments	Proposed Revised BR1 Budget
	$ '000	$ '000	$ '000
Income	23,054	317	23,371
less **Expenses**	22,946	199	23,145
Operating Surplus / (Deficit)	107	118	226
less **Net Outlays on Existing Assets**			
Capital Expenditure on Renewal and Replacement of Existing Assets	8,153	(140)	8,013
less Depreciation, Amortisation and Impairment	3,624	-	3,624
less Proceeds from Sale of Replaced Assets	90	-	90
Net Outlays on Existing Assets	4,439	(140)	4,299
less **Net Outlays on New and Upgraded Assets**			
Capital Expenditure on New and Upgraded Assets	1,310	349	1,659
less Amounts Received Specifically for New and Upgraded Assets	507	-	507
less Proceeds from Sale of Surplus Assets	-	-	-
Net Outlays on New and Upgraded Assets	803	349	1,152
Net Outlays on Existing, New and Upgraded Assets	5,242	209	5,451
Net Lending / (Borrowing) for Financial Year	(5,136)	(90)	(5,225)

Attachment

City of Prospect

Statement of Comprehensive Income

for the period ended 30 September 2017

	Original Budget 2017-18	Proposed BR1 Adjustments	Proposed Revised BR1 Budget
	$ '000	$ '000	$ '000
Income			
Rates Revenues	19,993	64	20,057
Statutory Charges	500	-	500
User Charges	217	31	248
Grants, Subsidies and Contributions	1,857	(95)	1,762
Investment Income	236	-	236
Reimbursements	115	61	175
Other Income	132	256	388
Net Gain - Equity Accounted Council Businesses	5	-	5
Total Income	23,054	317	23,371
Expenses			
Employee Costs	8,281	6	8,288
Materials, Contracts & Other Expenses	10,367	192	10,559
Depreciation, Amortisation & Impairment	3,624	-	3,624
Finance Costs	674	-	674
Total Expenses	22,946	199	23,145
Operating Surplus / (Deficit)	107	119	226
Asset Disposal & Fair Value Adjustments	90	-	90
Amounts Received Specifically for New or Upgraded Assets	507	-	507
Net Surplus / (Deficit)	704	119	824
Total Comprehensive Income	704	119	824

Attachment

City of Prospect

Statement of Financial Position

for the period ended 30 September 2017

	Original Budget 2017-18	Proposed BR1 Adjustments	Proposed Revised BR1 Budget
	$ '000	$ '000	$ '000
ASSETS			
Current Assets			
Cash and Cash Equivalents	1,984	885	2,869
Trade & Other Receivables	1,322	-	1,322
Other Financial Assets	147	(147)	-
Inventories	1	1	2
Total Current Assets	3,454	739	4,192
Non-Current Assets			
Financial Assets	1,433	-	1,433
Equity Accounted Investments in Council Businesses	46	(2)	44
Infrastructure, Property, Plant & Equipment	173,275	1,524	174,799
Total Non-Current Assets	174,754	1,522	176,276
TOTAL ASSETS	178,208	2,260	180,468
LIABILITIES			
Current Liabilities			
Trade & Other Payables	4,214	1,659	5,872
Borrowings	1,181	(381)	800
Provisions	650	1,062	1,712
Total Current Liabilities	6,045	2,340	8,384
Non-Current Liabilities			
Borrowings	11,868	381	12,249
Provisions	59	50	109
Total Non-Current Liabilities	11,927	431	12,358
TOTAL LIABILITIES	17,972	2,771	20,742
Net Assets	160,236	(511)	159,726
EQUITY			
Accumulated Surplus	76,850	(2,640)	74,210
Asset Revaluation Reserves	83,134	(12)	83,122
Other Reserves	252	2,142	2,394
Total Council Equity	160,236	(510)	159,726

Attachment

City of Prospect

Statement of Changes in Equity

for the period ended 30 September 2017

	Original Budget 2017-18	Proposed BR1 Adjustments	Proposed Revised BR1 Budget
	$ '000	$ '000	$ '000
Accumulated Surplus	76,850	(2,640)	74,210
Asset Revaluation Reserve	83,134	(12)	83,122
Other Reserves	252	2,142	2,394
Transfers between Reserves	-		
Balance at the end of period	160,236	(510)	159,726

Attachment

City of Prospect

Statement of Cash Flows

for the period ended 30 September 2017

	Original Budget 2017-18	Proposed BR1 Adjustments	Proposed Revised BR1 Budget
	$ '000	$ '000	$ '000
Cash Flows from Operating Activities			
Receipts			
Operating Receipts	22,650	480	23,130
Investment Receipts	236	(0)	236
Payments			
Operating Payments to Suppliers and Employees	(19,171)	324	(18,847)
Finance Payments	(674)	0	(674)
Net Cash provided by (or used in) Operating Activities	3,041	804	3,826
Cash Flows from Investing Activities			
Receipts			
Amounts Received Specifically for New/Upgraded Asset	507	-	507
Sale of Replaced Assets	90	-	90
Repayments of Loans by Community Groups	157	-	157
Payments			
Expenditure on Renewal/Replacement of Assets	(8,153)	140	(8,013)
Expenditure on New/Upgraded Assets	(1,310)	(349)	(1,659)
Net Cash provided by (or used in) Investing Activities	(8,709)	(209)	(8,918)
Cash Flows from Financing Activities			
Receipts			
Proceeds from Borrowings	3,500	3,492	6,992
Payments			
Repayments of Borrowings	(1,017)	-	(1,017)
Net Cash provided by (or used in) Financing Activities	2,483	3,492	5,975
Net Increase (Decrease) in Cash Held	(3,185)	4,088	885
plus: **Cash & Cash Equivalents at beginning of period**	5,169		1,984
Cash & Cash Equivalents at end of period	1,984	4,088	2,869

Attachment

People

Know, empower, celebrate, educate and activate our community.

2017-18 Operating & Capital Projects

Project Reference	Operating Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
O.39	SCRamble - Safer Active Travel Project	8,000	-	-	8,000	-	Not Started	Scheduled for April 2018
O.28	Hiring of Cloth Nappies	2,000	-	-	2,000	-	On Track	No applications received to date
O.18	Publications - Prospect Magazine	101,000	-	-	101,000	11,204	On Track	Work Progressing on Summer Edition
O.16	Communications Strategy Implementation Plan	20,000	-	-	20,000	495	On Track	Rolling out Comminications Strategy Implementation Plan
O.21	Bi-Annual Prospect Portrait Prize	6,000	-	-	6,000	2,305	On Track	Launch scheduled for 26 November 2017
O.20	Reconciliation Action Plan - Implementation	23,000	-	-	23,000	1,672	On Track	Investigating potential to complete plan internally
O.12	Prospect Spring Fair	55,000	-	-	55,000	1,510	Complete	Fair held 28 October, awaiting invoices
O.19	Events Grants	22,000	-	-	22,000	-	On Track	Applications in progress
O.06	Local History Digitisation	22,000	-	-	22,000	5,610	On Track	Ongoing from 2016-2017
O.30	Tourrific Prospect	250,000	-	-	250,000	14,811	On Track	Finalising event planning, Trader registration complete
O.10	Community Satisfaction Survey	25,000	-	-	25,000	12,250	On Track	Completed in October 2017, awaiting invoice
O.16	Web Site Design & Redevelopmnt	20,000	-	-	20,000	-	On Track	Request For Tender to go to market December 2017
		$554,000	**$0**	**$0**	**$554,000**	**$49,857**		

Project Reference	Capital Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
C.21	Bus Shelter Upgrades (DDA Compliance)	12,000	-	-	12,000	-	Not Started	To be installed in January
C.09	Library Capital Book Purchases	84,000	-	-	84,000	4,241	Complete	Books provided through State Government Bookshop. Books have been ordered and awaiting delivery
		$96,000	**$0**	**$0**	**$96,000**	**$4,241**		

Attachment

Place

Loved heritage, leafy streets, fabulous places.

2017-18 Operating & Capital Projects

Project Reference	Operating Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
O.27	Heritage Grant Program	15,000	3,500	-	18,500	-	On Track	Funds allocated for 2017-18 program
O.29	Housing Diversity and Desirable Neighbourhoods DPA	45,000	-	-	45,000	-	Not Started	Potentially not proceeding due to legislation changes
O.26	Veggie Verges	10,000	-	-	10,000	-	On Track	-
20 - C/F	Main North Central Precinct Concept Plan	-	100,000	-	100,000	9,460	On Track	EM workshop November. Council report due December
O.07	Main North Road Design Development	120,000	-	(120,000)	-	-	Cancelled	Council resolution, agenda item 19.7 on 25/7/17. DPTI grant application not successful. Project not proceeding.
O.41	Prospect Rd Footpath Upgrade - Gordon to Regency	-	160,000	(160,000)	-	-	Re-Allocated	Transferred to 'Prospect Road Footpath Upgrade - Gordon to Regency' (Capital Project).
O.41	Design Development George Whittle Reserve	70,000	-	-	70,000	3,610	Not Started	Council resolution, agenda item 19.7 on 25/7/17. Masterplan to Council November which will follow with a detialed design.
	North Park Lands Project	-	-	200,000	200,000	-	On Track	Project prospectus developed with Adelaide City Council for submission to Minister Rau. Fully funded by
44 - C/F	Green Neighbourhoods Connections & Attractions	-	4,648	-	4,648	-	On Track	-
48 - C/F	Village Heart & Surrounds Tree Project	-	37,830	11,511	49,341	49,341	Completed	Trees installed
O.14	White Cedar Tree Program (Project)	55,000	-	-	55,000	26,435	On Track	Collating and assessing suitable trees for replacement
72 - C/F	Broadview Oval Master Plan	-	39,955	(39,955)	-	-	Re-Allocated	Transferred to 'B/view Oval - Beautification & Oval Fitness Track' (Capital Project).
66 - C/F	Memorial Gardens Playspace 3/3 (Project)	-	8,000	3,641	11,641	11,641	Completed	
O.25	City Wide Public Art Advisory Board	15,000	-	-	15,000	3,421	On Track	Meetings progressing on schedule
		$330,000	**$353,933**	**-$104,803**	**$579,130**	**$103,908**		

Attachment

Place

Loved heritage, leafy streets, fabulous places.

2017-18 Operating & Capital Projects

Project Reference	Capital Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
	Rose Street Streetscape Cinema Upgrade	-	-	300,000	300,000	135,257	Completed	Works completed satisfactory. Jacaranda trees to be installed in Autumn 2018
	Beautification Project for All Parks & Reserves	-	4,173	8,752	12,925	12,925	Completed	
14 - C/F	Prospect Road Footpath Upgrade - Gordon to Regency	-	553,546	160,000	713,546	232,564	On Track	Design completed and works commenced
C.03	Pedestrian Kerb Ramp	25,850	-	-	25,850	-	Not Started	Finalsing scope
C.24	Water Sensitive Urban Design for LATM Devices	14,000	-	-	14,000	-	Not Started	Project ongoing
38 - C/F	Upgrade of Playspace in Identified Parks	-	12,397	-	12,397	13,450	Completed	-
53 - C/F	Memorial Gardens Playspace Stage 3 of 3	-	33,679	-	33,679	-	On Track	To be Completed
C.12	Broadview Oval - Public Tennis Courts Upgrade	40,000	-	-	40,000	-	Not Started	Subject to Tennis Season
C.13	B/view Oval - Beautification & Oval Fitness Track	250,000	-	39,955	289,955	-	On Track	Design being prepared and consultation with Council via workshop undertaken
C.16	Prospect Rd Footpath Upgrade - Regency to Angwin	95,000	-	-	95,000	-	Not Started	Design works to be undertaken following PLEC design completion
C.20	Public Art - Capital	25,000	-	-	25,000	-	Not Started	Committee agreement being finalised
		$449,850	**$603,795**	**$508,707**	**$1,562,352**	**$394,196**		

Attachment

Prosperity

More jobs, more investment, more activity, more vibrancy.

2017-18 Operating & Capital Projects

Project Reference	Operating Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
O.17	Digital Economy Strategy Implementation	108,100	-	-	108,100	11,923	On Track	Rolling out Digital Economy Strategy
O.08	Business Incubator (Incubator Support Initiative)	200,000	-	-	200,000	2,520	On Track	Grant application submitted October
O.15	Prospect Road Destination Marketing	15,000	-	-	15,000	-	On Track	Marketing committee established with businesses and marketing theme/logo being developed
		$323,100	**$0**	**$0**	**$323,100**	**$14,443**		

Project Reference	Capital Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
C.15	Developer Partnership Grant Program	423,300	-	(300,000)	123,300	(77,437)	On Track	Budget allocated to 'Rose Street Streetscape Cinema Upgrade' project.
C.17	High Speed WiFi Network	25,000	-	-	25,000	15,332	Completed	Ongoing work with Vintek. Signage designed for installation
		$448,300	**$0**	**-$300,000**	**$148,300**	**-$62,105**		

Attachment

Services

Leaders of the sector providing efficient, responsive, accessible services.

2017-18 Operating & Capital Projects

Project Reference	Operating Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
O.09	Power line undergrounding Hampstead Road (PLEC)	114,544	-	-	114,544	-	Not Started	Funding agreement to be finalised with Port Adelaide Enfield Council. Council report due in December.
O.47	East West Traffic Movements	20,000	-	-	20,000	-	Not Started	Linked to 20-C/F
51 - C/F	Prospect Oval Seating Repairs	-	14,000	-	14,000	14,543	Completed	
O.31	Flood Impacted Properties Stormwater Assessment	55,000	-	-	55,000	-	Not Started	Assessment to be made in conjunction with Stan Watson flood and mitgation work
O.01	Civic Centre and CLIC Transition	220,000	-	-	220,000	43,832	On Track	
O.02	Depot Relocation	40,000	-	-	40,000	-	Not Started	Dependancy on CLIC project & Main North Road Expressions of Interest
O.23	Digital Transformation - Facilities Booking System	15,000	-	-	15,000	(1)	On Track	Awaiting confirmed business model from all participating Councils
O.04	Service Innovation Initiative	17,000	-	8,000	25,000	-	Not Started	Service Review Project being scoped
118 - C/F	Scope Design & Delivery of an Extranet	-	20,000	-	20,000	-	Not Started	Budget will be incorporated into Web Redesign project
O.05	Sentencing, Boxing and Listing of Legacy Files	23,500	-	-	23,500	6,412	On Track	Project on track with completion scheduled prior to transition
O.22	Community Portal Implementation	19,000	-	-	19,000	-	On Track	Configuration and testing underway
		$524,044	**$34,000**	**$8,000**	**$566,044**	**$64,785**		

Attachment

Services

Leaders of the sector providing efficient, responsive, accessible services.

Project Reference	Capital Project	Original Budget 2017-18	Carry Forwards 2016-17	Proposed BR1 Adjustments	Revised BR1 Budget 2017-18	Actual to 30 Sept 2017	Status	Comments
C.02	Driveway Upgrade Program	123,010	-	-	123,010	-	On Track	Contract awarded November, works to commence in near term
C.04	Road Design/Reconstruction (Capital)	1,201,555	-	-	1,201,555	12,676	On Track	Road program on track, design 90% complete
C.05	Footpath Construction - Miscellaneous	330,199	-	-	330,199	-	On Track	Programmed works ongoing
C.06	Kerb and Gutter Constructions	295,921	-	-	295,921	-	Not Started	Linked to C.04
C.35	Alexandra St Prospect Reconstruction	1,005,000	-	-	1,005,000	-	On Track	Design nearing completion, construction to commence early 2018
C.07	Drainage Design/Construction	38,808	-	-	38,808	-	Not Started	Design to commence early 2018
BR1 -16/17	Connecting Prospect Oval to Main North Rd (Cap)	-	9,850	-	9,850	-	Completed	
22 C/F	Brussels St - Road Design/Construction - C/F	-	85,664	-	85,664	87,263	Completed	
23 C/F	Brussels St - Footpath Construction - C/F	-	118,018	-	118,018	-	Completed	
24 C/F	Brussels St - Kerb & Gutter Construction - C/F	-	54,756	-	54,756	-	Completed	
31 C/F	Brussels St - Drainage Design/Constr - C/F	-	266,559	-	266,559	265,588	Completed	
31 C/F	Churchill Rd S/water Diversion Drain - C/F	-	227,267	-	227,267	227,267	On Track	Awaiting gas connections
44 C/F	Council Buildings Capital Works - C/F	-	30,000	-	30,000	30,111	Completed	
C.08	Council Buildings & Structures - Capital Works	85,268	-	-	85,268	1,518	On Track	
C.01	Fleet Management - Capital Acquisitions	283,500	295,000	-	578,500	9,022	On Track	Orders placed
C.10	Community Hub, Library and Innovation Centre (CLIC	3,500,000	-	-	3,500,000	-	On Track	
C.11	Broadview Oval - Tennis Court Rejuvenation	35,000	-	-	35,000	-	Not Started	
C.14	Prospect Oval - Roof Replacement - Robert Lewis	450,000	-	-	450,000	3,745	On Track	Tenders issued and received. Evaluation process nearing completion
C.18	Stan Watson Pump Station Upgrades	5,500	-	-	5,500	-	Completed	
C.19	Asbestos Removal	90,000	-	-	90,000	-	Not Started	
C.23	Connected Parks	110,000	-	-	110,000	-	Not Started	Federal Grant secured November
C.39	Flood Mitigation - Prospect North West	115,000	-	-	115,000	-	Not Started	Linked to O.31
C.25	Stan Watson Park Expansion & Flood Mitigation Work	800,000	-	-	800,000	683,226	On Track	Property acquired. Demolition due in December. Design of flood mitigation is underway.
		$8,468,761	**$1,087,114**	**$0**	**$9,555,875**	**$1,320,417**		
TOTAL OPERATING PROJECT EXPENDITURE		**$1,731,144**	**$387,933**	**-$96,803**	**$2,022,274**	**$232,993**		
Total New / Upgrade Asset		$1,309,808	$507,849	$348,707	$2,166,364	$1,339,596		
Total Renewal Asset		$8,153,103	$1,183,060	-$140,000	$9,196,163	$317,154		
TOTAL CAPITAL PROJECT EXPENDITURE		**$9,462,911**	**$1,690,909**	**$208,707**	**$11,362,527**	**$1,656,750**		

Attachment

Recurrent and Operating Projects Budget Review 1 Proposed Adjustments

	Original Budget 2017-18	Proposed BR1 Adjustments			Proposed Revised BR1 Budget	Comments	Favourable / Unfavorable
		Recurrent	*Projects*	*Total*			
	$ '000	$ '000	$ '000	$ '000	$ '000		
Income							
Rates Revenues							
Recurrent Income							
Rates Revenue - Legal Income		39				Revised forecast for Rates legal cost recovered, offset by legal costs incurred.	✓
Rates - General Income		15				Increase in Rates income collected with an over provision in Mandatory Rebates not fully required.	✓
Rates - General Mandatory Rebate		10					✓
Total Rates Revenues	19,993	64	-	64	20,057		
Statutory Charges							
Total Statutory Charges	500	-	-	-	500		
User Charges							
Project Income							
Spring Fair Income - User Charges			7			Revised allocation of income relating to the Spring Fair 2017.	✓
Bi-Annual Portrait Prize (Project) - User Charges			2			Transfer from Prospect Portrait Prize recurrent income budget.	✓
Recurrent Income							
Nailsworth Hall - User Charges		6				Recalculation of income budget.	✓
Social Programs - CHSP - User Charges		13				Increased activity for Social Programs resulted in an increase in income.	✓
Club 5082 - Bar and Entrance User Charges		6				Revised income estimate.	✓
Prospect Portrait Prize - User Charges		(3)				Transfer to Prospect Portrait Prize operating project income.	✘
Total User Charges	217	22	9	31	248		
Grants, Subsidies and Contributions							
Project Income							
Main North Road Design Development - Income			(60)			Council resolution, agenda item 19.7 on 25/7/17. DPTI grant application not successful. Project not proceeding.	✘
Design Development George Whittle Reserve - Income			(35)			Council resolution, agenda item 19.7 on 25/7/17.	✘
Total Grants, Subsidies and Contributions	1,857	-	(95)	(95)	1,762		

Attachment

Recurrent and Operating Projects Budget Review 1 Proposed Adjustments

	Original Budget 2017-18	Proposed BR1 Adjustments			Proposed Revised BR1 Budget	Comments	Favourable / Unfavorable
		Recurrent	*Projects*	*Total*			
	$ '000	$ '000	$ '000	$ '000	$ '000		
Income (cont.)							
Investment Income							
Total Investment Income	236	-	-	-	236		
Reimbursements							
Recurrent Income							
Financial Management - Workers Compensation Rebate		61				Adjustment to overall insurance policy budgets in 2017-18.	✓
Total Reimbursements	115	61	-	61	175		
Other Income							
Project Income							
North Park Lands - Income			200			Contribution from DPTI for project with Adelaide City Council.	✓
Bi-Annual Portrait Prize (Project) - Sponsorship			6			Transfer from Prospect Portrait Prize recurrent income budget.	✓
Spring Fair Income - Sponsorship			(7)			Re-allocation of income relating to the Spring Fair 2017.	✘
Recurrent Income							
Financial Management - Income		63				Adjusted special distribution increases from Local Risk Services in 2017-18.	✓
Prospect Portrait Prize - Other Income		(6)				Transfer to Prospect Portrait Prize operating project income.	✘
Total Other Income	132	57	199	256	388		
Net Gain - Equity Accounted Council Businesses							
	5	-	-	-	5		
Total Income	23,054	204	113	317	23,371		

Attachment

Recurrent and Operating Projects Budget Review 1 Proposed Adjustments

	Original Budget 2017-18	Proposed BR1 Adjustments			Proposed Revised BR1 Budget	Comments	Favourable / Unfavorable
		Recurrent	*Projects*	*Total*			
	$ '000	$ '000	$ '000	$ '000	$ '000		
Expenses							
Employee Costs							
Recurrent Expenditure							
Workers Compensation Premium		(5)				Adjustments to overall insurance policy budgets in 2017-18.	✓
Insurance - Personal Accident & Sickness		12					✘
Total Employee Costs	8,281	6	-	6	8,288		
Materials, Contracts & Other Expenses							
Project Expenditure							
Main North Road Design Development			(120)			Council resolution, agenda item 19.7 on 25/7/17. DPTI grant application not successful. Project not proceeding.	✓
Prospect Rd Footpath Upgrade - Gordon to Regency			(160)			Transferred to 'Prospect Road Footpath Upgrade - Gordon to Regency' (Capital Project).	✓
Broadview Oval Master Plan			(40)			Transferred to 'B/view Oval - Beautification & Oval Fitness Track' (Capital Project).	✓
Carry Forward Projects from 2016/17 -							
Main North Central Precinct Concept Plan			100				
Prospect Rd Footpath Upgrade - Gordon to Regency			160				
Green Neighbourhoods Connections & Attractions			5				
Village Heart & Surrounds Tree Project			38				
Prospect Oval Seating Repairs			14				
Broadview Oval Master Plan			40				
Memorial Gardens Playspace 3/3 (Project)			8				
			20				
			4	388		Carry Forward projects identified in Fourth Budget Review 2016-2017.	✘
North Park Lands Project			200			DPTI funded project with Adelaide City Council.	✘
Village Heart & Surrounds Tree Project			12			Increased budget allocated from 'Open Spaces' and 'Depot Operations' recurrent budgets.	✘
Memorial Gardens Playspace 3/3 (Project)			4			Increased budget allocated from 'Open Spaces' and 'Depot Operations' recurrent budgets.	✘
Service Innovation Initiative			8			Increased project costs offset by savings in Depot Operations.	✘

Attachment

Recurrent and Operating Projects Budget Review 1 Proposed Adjustments

	Original Budget 2017-18	Proposed BR1 Adjustments			Proposed Revised BR1 Budget	Comments	Favourable / Unfavorable
		Recurrent	*Projects*	*Total*			
	$ '000	$ '000	$ '000	$ '000	$ '000		
Expenses (cont.)							
Materials, Contracts & Other Expenses (cont.)							
Recurrent Expenditure							
Open Spaces		(9)				Re-allocation to 'Beautification Project for All Parks & Reserves' (Capital Project).	✓
Street Trees - Tree & Root Pruning		(10)				Budget re-allocation to cover shortfall in 'Village Heart & Surrounds Tree Project' and 'Memorial Gardens Playspace Project'.	✓
Depot Operations		(13)					✓
Development Assessment		(36)				Contribution to SA Planning Portal waived in 2017/18.	✓
Identified savings through end of year finalisation.							
Road Maintenance - Reactive		(3)					
Bus Shelters & Seats		(4)					
Kerb & Gutters		(10)					
Street Lighting		(8)					
Drainage - HEP Drain (Hind/Enfield/Pt Adel)		(10)					
Traffic Management		(5)					
Devonport Tce Precinct		(5)					
Dump Rehabilitation		(5)					
Open Spaces - General Maintenance		(35)					
Open Spaces - BBQ Cleaning		(4)				Identified savings through 2016-2017 year end finalisation.	✓
Regular Cleaning Maint - Prospect Rd Village Heart		(5)					
Barker Gardens		(3)					
Memorial Gardens		(5)					
Prospect Estate Reserve		(10)					
St Helens Park		(12)					
Prospect Oval - Grounds Maintenance		(10)					
Increase in Tree Trimming Operating Budget		(25)					
Public Conveniences		(5)					
LGMA Challenge		(5)					
CEO's Office		(2)	(170)				

Attachment

Recurrent and Operating Projects Budget Review 1 Proposed Adjustments

	Original Budget 2017-18	Proposed BR1 Adjustments			Proposed Revised BR1 Budget	Comments	Favourable / Unfavorable
		Recurrent	*Projects*	*Total*			
	$ '000	$ '000	$ '000	$ '000	$ '000		
Expenses (cont.)							
Materials, Contracts & Other Expenses (cont.)							
Recurrent Expenditure (cont.)							
Employee Relations & Training - Prospect Wide		10				Reallocation from Business & Innovation.	✘
Work Health Safety and Welfare/Risk - Professional Services		32				Special distribution from Local Risk Services in 2017-18 to fund various project initiatives.	✘
CHSP - Social & Day Programs		13				Increased activity for Social Programs offset with income.	✘
Community Facilities - Nailsworth Community Hall		11				Increased activity for Social Programs offset with income.	✘
Community Facilities - cleaning costs		5				Contractor costs for Town Hall and Nailsworth Community Hall.	✘
Club 5082		6				Revised budget based on offset of income.	✘
Administrative Services - Insurances		22				Adjustment based on actuals	✘
Rates - Legal Payments		39				Revised forecast for payments funded by increased legal income.	✘
Total Materials, Contracts & Other Expenses	10,367	(99)	291	192	10,559		
Depreciation, Amortisation & Impairment	3,624	-	-	-	3,624		
Finance Costs	674	-	-	-	674		
Net loss - Equity Accounted Council Businesses	-				-		
Total Expenses	22,946	(93)	291	199	23,145		
Operating Surplus / (Deficit)	107	297	(178)	119	226		
Asset Disposal & Fair Value Adjustments	90				90		
Amounts Received Specifically for New or Upgraded Assets	507	-	-	-	507		
Physical Resources Received Free of Charge	-	-	-	-	-		
Net Surplus / (Deficit)	704	297	(178)	119	824		

Attachment

AGENDA ITEM NO.: **13.5 ON AGENDA**

TO: Council Meeting on 28 November 2017

DIRECTOR: Ginny Moon, Director Corporate Services

REPORT AUTHOR: Chris Birch, Manager Financial Services

SUBJECT: General Purpose Financial Statements for the Year Ended 30 June 2017

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1. EXECUTIVE SUMMARY

Council has now completed its external audit process as part of the year end for 2016-2017. Completed financial statements are included in **Attachments 3 – 55**.

City of Prospect's Financial Statements for the year ended 30 June 2017 (**Refer Attachments 3–55**) have been presented in a format consistent with the Model Financial Statements (per Section 4A(2) of the Local Government regulations). The Model Financial Statements are 'best practice' Financial Reporting and are now the legislated format that councils must follow.

The actual end of year operating deficit of $96k is unfavourable compared to the fourth budget revision which projected an operating surplus of $204k. The major variance is a write down of the unfavourable variance represents 1.32% of total operating expenditure of $190k in long outstanding infringement debts a (which are considered uncollectable), as resolved at the October Council meeting.

A comparison of the actual results to original budget is included in **Attachments 1 – 2**. An analysis of the variance to the original budget is provided in the discussion below. Comparisons are provided to the original budget as this is prepared at the time of adopting rates. Council has adopted four quarter budget reviews during 2017-2018.

Council has achieved 1 out of 3 of its targets in 2016-2017. The Financial Indicator results are as follows:

Financial Indicator	Target Range	Original Budget	Actual	Target Achieved
Operating Surplus Ratio	2% - 5%	(1.3%)	(0.4%)	
Net Financial Liabilities	10% - 50%	46%	25%	
Asset Sustainability Ratio	100% - 120%	113%	86%	

Council has received an unqualified audit opinion on both its Financial Report and Internal Controls. Statements by the External Auditor are included in the financial reports in **Attachments 3-55**.

2. RECOMMENDATION

(1) Council having considered Item 13.5 General Purpose Financial Statement for the Year Ended 30 June 2017, receive and note the Financial Statements as presented in Attachments 3 – 55.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- Local Government Act 1999, Section 125 and 127
- Local Government (Financial Management) Regulations 2011

Strategic Plan to 2020 Theme 4 – Services "Leaders of the sector providing efficient, responsive, accessible services"

Strategy 4.2 Sound Financial Management	While the financial accounts do not directly deliver individual an element of the Strategic Plan, they do report on the financial well-being of Council and its success in funding the delivery of Strategic Plan. The outcome of a number of Strategies are measured by the key financial indicators contained within Note 15 of the financial accounts.

Intelligent Community Indicators

6. Advocacy 3.1	Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	While the financial accounts do not directly deliver on an indicator of the Intelligent Community Foundation, they do report on the financial well-being of Council and its success in funding the Support of City of Prospect as an Intelligent Community.

4. REGIONAL IMPACT

The Financial Statements are those of City of Prospect. While contributions are made to the Eastern Regional Alliance, it is not a subsidiary of Council, nor consolidated within the draft financial accounts.

The financial statements do contain the funding of activities supported by the Eastern Regional Alliance as with all services, functions and operations of Council.

5. COMMUNITY INVOLVEMENT

There is no community involvement requirement for this report.

A copy of the completed financial statements will be published on Council's website and included in its Annual Report for review by the Community at large.

6. DISCUSSION

The Local Government (Financial Management) Regulations 1999, being the regulations prescribed by Section 127 of the Local Government Act, 1999, requires the Audited Financial Statements for the previous year be submitted to Council.

The Audit Committee reviewed the financial statements and met with the External Auditor to receive feedback on the financial statements at their meeting, 20 October 2017. The committee subsequently recommended the following;

> *Council note that the Audit Committee is satisfied that City of Prospect's General Purpose Financial Reports for the year ended 30 June 2017 as per Attachments 1-53, present fairly the state of affairs of the Council and are in accordance with the Local Government Act 1999, the Local Government (Financial Management) Regulations 2011 and Australian Accounting Standards.*

At the time of the Audit Committee meeting, Council's external audit process had not been fully completed with the Audit Committee required to review the statements prior to a signed set being presented to the Auditor. The Auditor provided an update at the meeting of his intention to provide an unqualified audit opinion. Following the Audit Committee meeting, signed financial statements were forwarded to the Auditor. Both opinions have now been received and are required under the Local Government Act 1999 S.129 (1).

6.1 **Financial Statements 2016-2017**

City of Prospect's Financial Statements for the year ended 30 June 2017 (**Refer Attachments 3–55**) have been presented in a format consistent with the Model Financial Statements (per Section 4A(2) of the Local Government regulations). The Model Financial Statements are 'best practice' Financial Reporting and are now the legislated format that councils must follow.

6.2 **Statement of Comprehensive Income**

6.2.1 Revaluation of Assets

No Asset Classes were revalued during 2016-2017.

6.2.2 2016-2017 Vs 2015-2016

The Statement of Comprehensive Income as presented, shows an increase in operating revenue of approximately 3.55% and an increase in operating expenditure of approximately 4.47%. This is mainly due to the early receipt of Financial Assistance Grants and a contributions to the undergrounding of Powerlines along Prospect Road (PLEC).

6.2.3 Original Budget Vs Actual

City of Prospect reported an operating deficit for 2016-2017 of $96k. After taking into account of amounts received specifically for new or upgraded assets, Council achieved a net surplus of $19k.

Council's original projected operating result at the time of the 2016-2017 budget adoption was an operating *deficit* of $284k. The actual result is a favourable variance of $188k to the original budget.

The adopted budget has since been revised to take into account extra income received and extra expenditure incurred during the year. The fourth budget revision for 2016-2017 was presented to Council on 22 August 2017, projecting an operating surplus of $204k. This adjustment included the increase in Financial Assistance Grants (FAGs) of $322k following the early payment in June 2017.

The actual end of year operating deficit of $96k is unfavourable compared to the revised budget surplus of $204k. The unfavourable result represents 1.32% of total operating expenditure.

The major variance between the draft financial statements and the fourth budget review is the write down of $190k of uncollectable infringement debts. Council agreed to write down this outstanding debt at the October 2017 Council meeting.

6.2.4 Income (Analysis between original budget and audited actual results)

Total Operating Revenue as presented in the financial statement is unfavourable by $8k or approximately 0.035%. Council received approximately 50% of its 2017-2018 financial assistance grants early in June 2017 meaning these are reported in 2016-2017. A further breakdown is as follows:-

Rates Revenue favourable by $25k or 0.13%. The rates revenue includes the income from Natural Resource Management Levy of $489k (original budget $460k) where the payment of this levy to the State Government is classified under 'Other Materials, Contract & Expenses'.

The average residential rate for 2016-2017 was $1,732 (including Growth), an increase of 3.6% (including Growth) over the previous year. This is consistent with the Annual Business Plan 2016-2017 (page 145) which estimated the average residential rate increase at 2.6% plus Growth.

Statutory Charges favourable by $22k or 4.56%. Since the completion of the Master Plans, Expiation fees have been on a steady decline. This was addressed through the Infringement Write off process. A detailed report was provided to the Audit Committee meeting 20 October 2017, with an update to be provided to the Audit Committee by Mary 2018.

User Charges favourable by $26k or 11.66%. Facility rentals and Club 5082 sales have been favourable to budget. Club 5082 bar sales are offset by additional stock that has been purchased to supply the sales.

Operating Grants unfavourable by $133k or 6.87%. The operating grant total for 2016-2017 includes the advance payment equivalent to two instalments ($322k) of Grants Commission Grant for 2017-2018 year with the Federal Government deciding to return to the advancing of payments of the Grant. In addition, Council received two one-off grants for operational projects, being the Main North Road Central Precinct Plan ($97k) and the Digital Transformation Project ($25k). Council did not receive any of its forecast Roads to Recovery grant ($483k) as the grant was attributed to two projects which were not completed and carried forward to 2017-2018. The Roads to Recovery allocation remains in the remainder of the four year program and Council will receive the funds at the completion of the projects (first half of 2017-2018).

Investments income unfavourable by $40k or 16.46%. This amount has decreased with reducing interest rates and lower cash holding held by Council.

Reimbursement income unfavourable by $77k or 45.03%, following the cessation of joint services with the Town of Walkerville for Youth and Inspectoral Services.

Other Income favourable by $169k or 89.89%. Unbudgeted contributions were received in both the Car Park and Open Space Reserve accounts. Insurance Bonuses and Special Distributions exceeded budget expectations following strong audit results by the Local Government Risk Services Group.

6.2.5 Expenses (Analysis between original budget and audited actual results)

Total Expenses were favourable to the operating budget by $196k or 0.86%. This decrease in expenses is primarily due to carry forward operating projects of $388k.

Employee Costs favourable by $377k or 4.75%. The overall saving follows the finalisation of the staff Enterprise Agreement where the provision made in 2015-2016 exceeded the agreed value and subsequent back payment made. Council periodically has vacancies within its staffing. When these are for a medium to long term, positions may be backfilled by temporary hirer staff. This cost is included below in 'Materials, contracts & other expenses'.

Materials, contracts & other expenses unfavourable by $63k or 0.58%. Following the saving of carry forward operating projects to 2017-2018 of $388k, Council would have had a favourable variance in this line. This has been offset by the unbudgeted write down of outstanding infringement debts ($190k) as resolved by Council in October 2017.

Finance costs favourable by $91k or 15.88%. Deferring the drawdown of new borrowings ($3.5m) for the Prospect Road footpath works has reduced interest paid.

Depreciation, amortisation & impairment unfavourable by $207k or 6.13%. Depreciation expense has increased following the revaluation of footpath assets from 1 July 2015. Details of the revaluation were received in September 2016, being after the original budget was adopted. A detailed report on the impact of the asset revaluations and subsequently depreciation was presented to the Audit Committee meeting 17 October 2016.

6.2.6 Operating Surplus (Before Capital and other items)

Operating Deficit (Before Capital and other items) $96k.

An operating deficit means that for the year ended 2016-2017 Council has not generated sufficient income to fund its operating activities (including its depreciation), to service council's loan repayment requirements and to undertake its capital expenditure program.

6.2.7 Net Surplus/(Deficit) (After Capital and other items)

Net Surplus (After Capital and other items) is $19k.

The Net Deficit is made up of the following:-

- Operating Deficit (Before Capital and other items) $96k.
- Net loss on asset disposal $19k.
- Amounts received for new or upgraded assets $134k.

6.2.8 Total Comprehensive Income

Council had no total comprehensive income adjustments in 2016-2017.

6.3 **Balance Sheet**

Council's net current liabilities amount to $726k. This is a measure of Council's short term liquidity at one point in time (30 June 2017). The ratio indicates that Council doesn't have the ability to meet its short term debts from its current assets. However, councils, unlike the private sector firms, have the legislative power to tax ratepayers to raise revenue. Councils' revenue raising capacity is therefore much more certain compared to private sector firms and councils are not bound by the same legislation in revenue raising or borrowing. Council has been able to meet all of its short term liquidity needs to the date of writing this report and has budgeted to undertake new borrowings to assist.

Council's debt ratio (total liabilities/total assets) is 0.064:1. This means that only 6.38% of Council's assets are provided by creditors as at 30 June 2017.

Council's loan principal outstanding is approximately $7.19M which is made up of LGFA loans. $1.66M of this is secured on behalf of the North Adelaide Football Club and is repayable to Council. Council's net debt is $5.5M.

Total capital expenditure for the year amounts to approximately $4.317M. Approximately 70% of total capital expenditure was spent on renewal and replacement of existing assets. Approximately 30% was spent on new and upgraded assets.

Council achieved an Asset Sustainability Ratio of 86% compared to last year 116%. This large shift is primarily due to approximately $1.691M of unfinished capital works from 2016-2017 being carried over into 2017-2018. Had all works been completed, Council's Asset Sustainability Ratio would have been approximately 130%.

6.4 Statement of Changes In Equity

6.4.1 Changes in Equity

Council's equity has increased by approximately $6k from $159.601M to $159.607M.

6.4.2 Other Reserves

A "Carry Forward Reserve" is used to "hold" the carried forward expenditure to the next financial year. The total carry forward amount to 2016-2017 is $2.079M. The carried forward projects have been presented to the Fourth Budget Review (22 August 2017).

All carry forward budget items are incomplete capital expenditure. The carry forward budget amounts will be incorporated into the 2017-2018 budget via the First Budget Review.

The "Other Reserve" also includes the Car Park Development Fund ($257k) and Development Reserve ($58k) both of which are cash backed reserve funds.

6.5 Statement of Cash Flows

Council has $1.408M cash and cash equivalents as at 30 June 2017.

The Statement of Cash Flows includes cash provided from operating activities ($2.8M), capital grants ($134k), repayments from community loans ($88k) and income received from sale of plant and equipment items ($250k).

The cash received was used to:-

- fund renewal/replacement assets of $3.0M;
- fund new/upgraded assets of $1.317M;
- fund loan principal repayment of $714k.

6.6 Uniform Presentation of Finances

Attachment 41 is the Uniform Presentation of Finances for the period ended 30 June 2017.

The statement identifies a Net Borrowing position for the Year of $447k.

6.7 Key Financial Indicators

The target range of the three (3) key financial indicators and the 2016-2017 result is presented in **Attachment 39-40.** A summary table is shown below.

Key Financial Indicator	Adopted Target Range	Original Budget 2016-2017	Ratio Achieved 2016-2017	Target Achieved 2016-2017	Ratio Achieved 2015-2016
Operating Surplus Ratio	1% - 3%	(1.3%)	(0.4%)		0.5%
Net Financial Liabilities Ratio	10% - 50%	46%	25%		24%
Asset Sustainability Ratio	100% - 120%	113%	86%		116%

6.8 **Annual Report**

Council must publish its financial statements as part of its Annual Report. The Annual Report is presented separately within the Council agenda.

Financial and Resource Implications

The financial statements are the public reporting tool of Council's financial well-being. Financial Statements form part of Council's Annual Report and are forwarded to both the Local Government Minister and the Local Government Grants Commission.

The tabling of the financial statements to Council in this report has no further resource or financial implications.

An unqualified audit opinion has been provided by Councils external auditor. Further to this opinion, the Audit Committee will receive a management letter that may detail any recommendations that in the External Auditors opinion may be opportunities for improvement rather than non-compliances.

Updated impacts of the final results as at 30 June 2017 on the 2017-2018 budget will be presented to Council as part of the first budget review. This includes carry forwards identified in the 2016-2017 fourth budget review.

7. CONCLUDING STATEMENTS

The tabling of financial statements to Council concludes the reporting and external audit process for the 2016-2017 financial year.

Readers of the financial statements will receive comfort from the External Auditors unqualified opinion.

ATTACHMENTS

Attachments 1-2: Statement of Comprehensive Income and Balance Sheet as at 30 June 2017, Original Budget vs Actual Comparison

Attachments 3-55: General Purpose Financial Statements for the Year Ended 30 June 2017

City of Prospect

Statement of Comprehensive Income

for the period ended 30 June 2017

	Actual 2016/17	Original Budget 2016/17	Variance Favourable (Unfavourable)
	$ '000	$ '000	
Income			
Rates Revenues	19,237	19,212	25
Statutory Charges	504	482	22
User Charges	249	223	26
Grants, Subsidies and Contributions	1,856	1,989	(133)
Investment Income	203	243	(40)
Reimbursements	94	171	(77)
Other Income	357	188	169
Net Gain - Equity Accounted Council Businesses	-	-	-
Total Income	22,500	22,508	(8)
Expenses			
Employee Costs	7,561	7,938	377
Materials, Contracts & Other Expenses	10,969	10,906	(63)
Depreciation, Amortisation & Impairment	3,582	3,375	(207)
Finance Costs	482	573	91
Net loss - Equity Accounted Council Businesses	2	-	(2)
Total Expenses	22,596	22,792	196
Operating Surplus / (Deficit)	(96)	(284)	188
Asset Disposal & Fair Value Adjustments	(19)	92	111
Amounts Received Specifically for New or Upgraded Ass	134	120	(14)
Net Surplus / (Deficit)	19	(71)	90
Total Other Comprehensive Income	-	-	-
Total Comprehensive Income	19	(71)	90

Attachment

City of Prospect

Statement of Financial Position

for the period ended 30 June 2017

	Actual 2016/17	Original Budget 2016/17	Variance Favourable (Unfavourable)
	$ '000	$ '000	$ '000
ASSETS			
Current Assets			
Cash and Cash Equivalents	1,445	4,617	(3,172)
Trade & Other Receivables	2,203	1,300	903
Other Financial Assets	-	147	(147)
Inventories	2	1	1
Total Current Assets	3,650	6,065	(2,415)
Non-Current Assets			
Financial Assets	1,664	1,750	(86)
Equity Accounted Investments in Council Businesses	44	24	20
Infrastructure, Property, Plant & Equipment	162,841	143,718	19,123
Other Non-Current Assets	2,286	-	2,286
Total Non-Current Assets	166,835	145,492	21,343
TOTAL ASSETS	170,485	151,558	18,927
LIABILITIES			
Current Liabilities			
Trade & Other Payables	1,864	5,755	3,891
Borrowings	800	1,123	323
Provisions	1,712	536	(1,176)
Total Current Liabilities	4,376	7,415	3,039
Non-Current Liabilities			
Borrowings	6,393	9,441	3,048
Provisions	109	49	(60)
Total Non-Current Liabilities	6,502	9,490	2,988
TOTAL LIABILITIES	10,878	16,905	6,027
Net Assets	159,607	134,652	24,955
EQUITY			
Accumulated Surplus	74,091	76,872	(2,781)
Asset Revaluation Reserves	83,122	57,533	25,589
Other Reserves	2,394	247	2,147
Total Council Equity	159,607	134,652	24,955

Attachment

Attachment

City of Prospect

GENERAL PURPOSE FINANCIAL STATEMENTS
for the year ended 30 June 2017

A Vibrant Smart and Innovative City
An Engaged and Enthusiastic Community
A Heritage Rich Clean Green Environment

CITY OF PROSPECT

City of Prospect

General Purpose Financial Statements
for the year ended 30 June 2017

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City of Prospect

General Purpose Financial Statements
for the year ended 30 June 2017

Certification of Financial Statements

We have been authorised by the Council to certify the financial statements in their final form.

In our opinion:

- the accompanying financial statements comply with the *Local Government Act 1999*, *Local Government (Financial Management) Regulations 2011* and Australian Accounting Standards,
- the financial statements present a true and fair view of the Council's financial position at 30 June 2017 and the results of its operations and cash flows for the financial year,
- internal controls implemented by the Council provide a reasonable assurance that the Council's financial records are complete, accurate and reliable and were effective throughout the financial year,
- the financial statements accurately reflect the Council's accounting and other records.

Cate Hart
CHIEF EXECUTIVE OFFICER

David O'Loughlin
MAYOR

Date: 2nd November, 2017

Attachment

City of Prospect

Statement of Comprehensive Income
for the year ended 30 June 2017

$ '000	Notes	2017	2016
Income			
Rates Revenues	2a	19,237	18,500
Statutory Charges	2b	504	501
User Charges	2c	249	264
Grants, Subsidies and Contributions	2g	1,856	1,609
Investment Income	2d	203	221
Reimbursements	2e	94	340
Other Income	2f	357	290
Net Gain - Equity Accounted Council Businesses	19	-	3
Total Income		**22,500**	**21,728**
Expenses			
Employee Costs	3a	7,561	7,450
Materials, Contracts & Other Expenses	3b	10,969	10,139
Depreciation, Amortisation & Impairment	3c	3,582	3,573
Finance Costs	3d	482	465
Net loss - Equity Accounted Council Businesses	19	2	2
Total Expenses		**22,596**	**21,629**
Operating Surplus / (Deficit)		(96)	99
Asset Disposal & Fair Value Adjustments	4	(19)	(903)
Amounts Received Specifically for New or Upgraded Assets	2g	134	21
Net Surplus / (Deficit) [1]		19	(783)
Other Comprehensive Income			
Amounts which will not be reclassified subsequently to operating result			
Changes in Revaluation Surplus - I,PP&E	9a	-	25,600
Share of Other Comprehensive Income - Equity Accounted Council Businesses	19	-	(3)
Total Other Comprehensive Income		**-**	**25,597**
Total Comprehensive Income		19	24,814

[1] Transferred to Equity Statement

Attachment

City of Prospect

Statement of Financial Position
as at 30 June 2017

$ '000	Notes	2017	2016
ASSETS			
Current Assets			
Cash and Cash Equivalents	5a	1,445	3,151
Trade & Other Receivables	5b	2,203	2,212
Inventories	5d	2	2
Total Current Assets		**3,650**	**5,365**
Non-Current Assets			
Financial Assets	6a	1,664	1,759
Equity Accounted Investments in Council Businesses	6b	44	46
Infrastructure, Property, Plant & Equipment	7a	162,841	164,478
Other Non-Current Assets	6c	2,286	198
Total Non-Current Assets		**166,835**	**166,481**
TOTAL ASSETS		170,485	171,846
LIABILITIES			
Current Liabilities			
Trade & Other Payables	8a	1,864	2,748
Borrowings	8b	800	716
Provisions	8c	1,712	1,546
Total Current Liabilities		**4,376**	**5,010**
Non-Current Liabilities			
Borrowings	8b	6,393	7,156
Provisions	8c	109	79
Total Non-Current Liabilities		**6,502**	**7,235**
TOTAL LIABILITIES		10,878	12,245
Net Assets		159,607	159,601
EQUITY			
Accumulated Surplus		74,091	75,837
Asset Revaluation Reserves	9a	83,122	83,133
Other Reserves	9b	2,394	631
Total Council Equity		159,607	159,601

Attachment

City of Prospect

Statement of Changes in Equity
for the year ended 30 June 2017

$ '000	Notes	Accumulated Surplus	Asset Revaluation Reserve	Other Reserves	Total Equity
2017					
Balance at the end of previous reporting period		75,837	83,133	631	**159,601**
a. Adjustments (Correction of Prior Period Errors)	24a	(2)	(11)	-	**(13)**
Restated Opening Balance		**75,835**	**83,122**	**631**	**159,588**
b. Net Surplus / (Deficit) for Year		19	-	-	**19**
c. Other Comprehensive Income					
- Transfers to/from Reserves		(1,763)	-	1,763	**-**
Other Comprehensive Income		(1,763)	-	1,763	**-**
Total Comprehensive Income		**(1,744)**	**-**	**1,763**	**19**
Balance at the end of period		**74,091**	**83,122**	**2,394**	**159,607**
2016					
Balance at the end of previous reporting period		76,968	57,533	286	**134,787**
a. Net Surplus / (Deficit) for Year		(783)	-	-	**(783)**
b. Other Comprehensive Income					
- Gain (Loss) on Revaluation of I,PP&E	7a	-	25,600	-	**25,600**
- Share of OCI - Equity Accounted Council Businesses	19	(3)	-	-	**(3)**
Other Comprehensive Income		(3)	25,600	-	**25,597**
Total Comprehensive Income		**(786)**	**25,600**	**-**	**24,814**
c. Transfers between Reserves		(345)	-	345	**-**
Balance at the end of period		**75,837**	**83,133**	**631**	**159,601**

Attachment

City of Prospect

Statement of Cash Flows
for the year ended 30 June 2017

$ '000	Notes	2017	2016
Cash Flows from Operating Activities			
Receipts			
Rates Receipts		19,259	18,288
Statutory Charges		504	501
User Charges		249	264
Grants, Subsidies and Contributions (operating purpose)		1,856	1,609
Investment Receipts		203	221
Reimbursements		94	340
Other Receipts		415	53
Payments			
Payments to Employees		(7,081)	(7,446)
Payments for Materials, Contracts & Other Expenses		(12,201)	(11,101)
Finance Payments		(482)	(465)
Net Cash provided by (or used in) Operating Activities	11b	**2,816**	**2,264**
Cash Flows from Investing Activities			
Receipts			
Amounts Received Specifically for New/Upgraded Assets		134	21
Sale of Replaced Assets		250	242
Repayments of Loans by Community Groups		88	1
Distributions Received from Equity Accounted Council Businesses		-	39
Payments			
Expenditure on Renewal/Replacement of Assets		(3,000)	(3,843)
Expenditure on New/Upgraded Assets		(1,317)	(212)
Capital Contributed to Equity Accounted Council Businesses		-	(7)
Net Cash provided by (or used in) Investing Activities		**(3,845)**	**(3,759)**
Cash Flows from Financing Activities			
Receipts			
Proceeds from Borrowings		-	1,375
Payments			
Repayments of Borrowings		(714)	(499)
Net Cash provided by (or used in) Financing Activities		**(714)**	**876**
Net Increase (Decrease) in Cash Held		**(1,743)**	**(619)**
plus: **Cash & Cash Equivalents at beginning of period**	11	3,151	3,770
Cash & Cash Equivalents at end of period	11	1,408	3,151

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

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Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 1. Summary of Significant Accounting Policies (continued)

The principal accounting policies adopted by Council in the preparation of these consolidated financial statements are set out below.

These policies have been consistently applied to all the years presented, unless otherwise stated.

1 Basis of Preparation

1.1 Compliance with Australian Accounting Standards

This general purpose financial report has been prepared on a going concern basis using the historical cost convention in accordance with Australian Accounting Standards as they apply to not-for-profit entities, other authoritative pronouncements of the Australian Accounting Standards Board, Interpretations and relevant South Australian legislation.

AASB 2016-4 Recoverable Amount of Non Cash-Generating Specialised Assets of Not-for-Profit Entities has been adopted early in the preparation of these financial reports.

This Standard removes the requirement for impairment testing of non-cash generating specialised assets that are carried at fair value. The early adoption of this Standard has not resulted in any changes to any amounts disclosed in these reports.

The financial report was authorised for issue by certificate under regulation 14 of the *Local Government (Financial Management) Regulations 2011* dated 2nd November, 2017.

1.2 Historical Cost Convention

Except as stated below, these financial statements have been prepared in accordance with the historical cost convention.

1.3 Critical Accounting Estimates

The preparation of financial statements in conformity with Australian Accounting Standards requires the use of certain critical accounting estimates, and requires management to exercise its judgement in applying Council's accounting policies.

The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements are specifically referred to in the relevant sections of these Notes.

1.4 Rounding

All amounts in the financial statements have been rounded to the nearest thousand dollars ($'000).

2 The Local Government Reporting Entity

The City of Prospect is incorporated under the South Australian *Local Government Act 1999* and has its principal place of business at 128 Prospect Road, Prospect, South Australia 5082. These financial statements include the Council's direct operations and all entities through which Council controls resources to carry on its functions. In the process of reporting on the Council as a single unit, all transactions and balances between activity areas and controlled entities have been eliminated.

The principal activities and entities conducted other than in the Council's own name that have been included in these consolidated financial statements are:

1. Waste Care SA (5% Ownership Interest; 17% Voting Power). This entity was wound up on 30 June 2016 and distributions made to constituent councils.

2. Eastern Health Authority Inc (13% Ownership Interest; 20% Voting Power)

Details of these entities are reported in Note 19.

On 9 May 2017, Council resolved to become a member of East Waste. Council's membership will commence from 1 October 2017 and subsequently had no interest or control of the organisation as at the reporting date.

3 Income Recognition

Income is measured at the fair value of the consideration received or receivable. Income is recognised when the Council obtains control over the assets comprising the income, or when the amount

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 1. Summary of Significant Accounting Policies (continued)

due constitutes an enforceable debt, whichever first occurs.

Where grants, contributions and donations recognised as incomes during the reporting period were obtained on the condition that they be expended in a particular manner or used over a particular period, and those conditions were undischarged as at the reporting date, the amounts subject to those undischarged conditions are disclosed in these notes. Also disclosed is the amount of grants, contributions and receivables recognised as incomes in a previous reporting period which were obtained in respect of the Council's operations for the current reporting period.

In recent years the payment of untied financial assistance grants has varied from the annual allocation as shown in the table below:

	Cash Payment Received	Annual Allocation	Difference
2014/15	$967,935	$635,692	+ $332,243
2015/16	$297,013	$629,256	- $332,243
2016/17	$947,285	$625,209	+ $322,076

Because these grants are untied, the Australian Accounting Standards require that payments be recognised upon receipt. Accordingly, the operating results of these periods have been distorted compared to those that would have been reported had the grants been paid in the year to which they were allocated.

The Operating Surplus Ratio disclosed in Note 15 has also been calculated after adjusting for the distortions resulting from the differences between the actual grants received and the grants entitlements allocated.

4 Cash, Cash Equivalents and other Financial Instruments

Cash Assets include all amounts readily convertible to cash on hand at Council's option with an insignificant risk of changes in value with a maturity of three months or less from the date of acquisition.

Receivables for rates and annual charges are secured over the subject land, and bear interest at rates determined in accordance with the Local Government Act 1999. Other receivables are generally unsecured and do not bear interest.

All receivables are reviewed as at the reporting date and adequate allowance made for amounts the receipt of which is considered doubtful.

All financial instruments are recognised at fair value at the date of recognition. A detailed statement of the accounting policies applied to financial instruments forms part of Note 13.

5 Inventories

Inventories held in respect of stores have been valued by using the weighted average cost on a continual basis, after adjustment for loss of service potential. Inventories held in respect of business undertakings have been valued at the lower of cost and net realisable value.

5.1 Real Estate Held for Resale

As at the reporting date, Council did not hold any real estate for sale.

Subsequent to the reporting date, Council has initiated processes of seeking expressions of interest for two sites, being at 132-134 Prospect Road Prospect & 218 Main North Road, Prospect.

There has not been any adjustment to the treatment of these assets in the financial report, pending a final decision by Council.

6 Infrastructure, Property, Plant & Equipment

6.1 Initial Recognition

All assets are initially recognised at cost. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition.

All non-current assets purchased or constructed are capitalised as the expenditure is incurred and depreciated as soon as the asset is held "ready for use". Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition, including architects' fees and engineering design fees and all other costs incurred.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 1. Summary of Significant Accounting Policies (continued)

The cost of non-current assets constructed by the Council includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

6.2 Materiality

Assets with an economic life in excess of one year are only capitalised where the cost of acquisition exceeds materiality thresholds of $1,000. In determining (and in annually reviewing) such thresholds, regard is had to the nature of the asset and its estimated service life.

No capitalisation threshold is applied to the acquisition of land or interests in land.

6.3 Subsequent Recognition

All material asset classes are revalued on a regular basis such that the carrying values are not materially different from fair value. Significant uncertainties exist in the estimation of fair value of a number of asset classes including land, buildings and associated structures and infrastructure. Further detail of these uncertainties, and of existing valuations, methods and valuers are provided at Note 7.

6.4 Depreciation of Non-Current Assets

Other than land, all infrastructure, property, plant and equipment assets recognised are systematically depreciated over their useful lives on a straight-line basis which, in the opinion of Council, best reflects the consumption of the service potential embodied in those assets.

Depreciation methods, useful lives and residual values of classes of assets are reviewed annually and reflected in Note 7b.

Major depreciation periods for each class of asset are listed below. Depreciation periods for infrastructure assets have been estimated based on the best information available to Council, but appropriate records covering the entire life cycle of these assets are not available, and extreme care should be used in interpreting financial information based on these estimates.

6.5 Impairment

Assets whose future economic benefits are not dependent on the ability to generate cash flows, and where the future economic benefits would be replaced if Council were deprived thereof, are not subject to impairment testing.

Other assets that are subject to depreciation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount (which is the higher of the present value of future cash inflows or value in use).

Where an asset that has been revalued is subsequently impaired, the impairment is first offset against such amount as stands to the credit of that class of assets in Asset Revaluation Reserve, any excess being recognised as an expense.

6.6 Borrowing Costs

Borrowing costs in relation to qualifying assets (net of offsetting investment revenue) have been capitalised in accordance with AASB 123 "Borrowing Costs". The amounts of borrowing costs recognised as an expense or as part of the carrying amount of qualifying assets are disclosed in Note 3, and the amount (if any) of interest revenue offset against borrowing costs in Note 2.

7 Payables

7.1 Goods & Services

Creditors are amounts due to external parties for the supply of goods and services and are recognised as liabilities when the goods and services are received. Creditors are normally paid within 30 days after the month of invoice. No interest is payable on these amounts.

7.2 Payments Received in Advance & Deposits

Amounts other than grants received from external parties in advance of service delivery, and security deposits held against possible damage to Council assets, are recognised as liabilities until the service is delivered or damage reinstated, or the amount is refunded as the case may be.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 1. Summary of Significant Accounting Policies (continued)

8 Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred and are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in the income statement over the period of the borrowings using the effective interest method.

Borrowings are carried at their principal amounts which represent the present value of future cash flows associated with servicing the debt. Interest is accrued over the period to which it relates, and is recorded as part of "Payables".

9 Employee Benefits

9.1 Salaries, Wages & Compensated Absences

Liabilities for employees' entitlements to salaries, wages and compensated absences expected to be paid or settled within 12 months of reporting date are accrued at nominal amounts (including payroll based on costs) measured in accordance with AASB 119.

Liabilities for employee benefits not expected to be paid or settled within 12 months are measured as the present value of the estimated future cash outflows (including payroll based on costs) to be made in respect of services provided by employees up to the reporting date. Present values are calculated using government guaranteed securities rates with similar maturity terms.

9.2 Superannuation

The Council makes employer superannuation contributions in respect of its employees to the Statewide Superannuation Scheme. The Scheme has two types of membership, each of which is funded differently. No changes in accounting policy have occurred during either the current or previous reporting periods. Details of the accounting policies applied and Council's involvement with the schemes are reported in Note 18.

10 Provisions for Reinstatement, Restoration and Rehabilitation

Close down and restoration costs include the dismantling and demolition of infrastructure and the removal of residual materials and remediation and rehabilitation of disturbed areas. Estimated close down and restoration costs are provided for in the accounting period when the obligation arising from the related disturbance occurs, and are carried at the net present value of estimated future costs.

Although estimated future costs are based on a closure plan, such plans are based on current environmental requirements which may change. Council's policy to maximise recycling is extending the operational life of these facilities, and significant uncertainty exists in the estimation of the future closure date.

11 Leases

Lease arrangements have been accounted for in accordance with Australian Accounting Standard AASB 117.

In respect of finance leases, where Council substantially carries all of the risks incident to ownership, the leased items are initially recognised as assets and liabilities equal in amount to the present value of the minimum lease payments. The assets are disclosed within the appropriate asset class, and are amortised to expense over the period during which the Council is expected to benefit from the use of the leased assets. Lease payments are allocated between interest expense and reduction of the lease liability, according to the interest rate implicit in the lease.

In respect of operating leases, where the lessor substantially retains all of the risks and benefits incident to ownership of the leased items, lease payments are charged to expense over the lease term.

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 1. Summary of Significant Accounting Policies (continued)

12 Construction Contracts

Construction works undertaken by Council for third parties are generally on an agency basis where the third party reimburses Council for actual costs incurred, and usually do not extend beyond the reporting period. As there is no profit component, such works are treated as 100% completed. Reimbursements not received are recognised as receivables and reimbursements received in advance are recognised as "payments received in advance".

For works undertaken on a fixed price contract basis, revenues and expenses are recognised on a percentage of completion basis. Costs incurred in advance of a future claimed entitlement are classified as work in progress in inventory. When it is probable that total contract costs will exceed total contract revenue, the expected loss is recognised as an expense immediately.

13 Equity Accounted Council Businesses

Council participates in cooperative arrangements with other Councils for the provision of services and facilities. Council's interests in cooperative arrangements, which are only recognised if material, are accounted for in accordance with AASB 128 and set out in detail in Note 19.

14 GST Implications

In accordance with UIG Abstract 1031 "Accounting for the Goods & Services Tax"

- Receivables and Creditors include GST receivable and payable.
- Except in relation to input taxed activities, revenues and operating expenditures exclude GST receivable and payable.
- Non-current assets and capital expenditures include GST net of any recoupment.
- Amounts included in the Statement of Cash Flows are disclosed on a gross basis.

15 New accounting standards and UIG interpretations

In the current year, Council adopted all of the new and revised Standards and Interpretations issued by the Australian Accounting Standards Board (AASB) that are relevant to its operations and effective for the current reporting period. The adoption of the new and revised Standards and Interpretations has not resulted in any material changes to Council's accounting policies.

City of Prospect has not applied any Australian Accounting Standards and Interpretations that have been issued but are not yet effective.

This year Council has applied AASB 124 Related Party Disclosures for the first time. As a result Council has disclosed more information about related parties and transactions with those related parties. This information is presented in Note 23.

Other amended Australian Accounting Standards and Interpretations which were issued at the date of authorisation of the financial report, but have future commencement dates are not likely to have a material impact on the financial statements.

As at the date of authorisation of the financial statements, the standards and interpretations listed below were in issue but not yet effective.

Effective for annual reporting periods beginning on or after 1 January 2017

- AASB 2014-5 *Amendments to Australian Accounting Standards arising from AASB 15*
- AASB 2015-8 *Amendments to Australian Accounting Standards – Effective Date of AASB 15*
- AASB 2016-1 *Amendments to Australian Accounting Standards – Recognition of Deferred Tax Assets for Unrealised Losses [AASB 112]*
- AASB 2016-2 *Amendments to Australian Accounting Standards – Disclosure Initiative: Amendments to AASB 107*

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 1. Summary of Significant Accounting Policies (continued)

- AASB 2016-4 *Amendments to Australian Accounting Standards – Recoverable Amount of Non-Cash-Generating Specialised Assets of Not-for-Profit Entities*
- AASB 2016-7 *Amendments to Australian Accounting Standards - Deferral of AASB 15 for Not-for-Profit Entities*

Effective for annual reporting periods beginning on or after 13 February 2017

- AASB 2017-2 *Amendments to Australian Accounting Standards - Further Annual Improvements 2014- 16 Cycle*

Effective for annual reporting periods beginning on or after 13 December 2017

- AASB 2017-1 *Amendments to Australian Accounting Standards - Transfers of Investment Property, Annual Improvements 2014-2016 Cycle and Other Amendments*

Effective for annual reporting periods beginning on or after 1 January 2018

- AASB 9 *Financial Instruments (December 2009)*
- AASB 15 *Revenue from Contracts with Customers*
- AASB 2010-7 *Amendments to Australian Accounting Standards arising from AASB 9 (December 2010)*
- AASB 2014-1 *Amendments to Australian Accounting Standards (Part E)*
- AASB 2014-7 *Amendments to Australian Accounting Standards arising from AASB 9 (December 2014)*AASB 1057 *Application of Australian Accounting Standards*
- AASB 2016-3 *Amendments to Australian Accounting Standards – Clarifications to AASB 15*
- AASB 2016-5 *Amendments to Australian Accounting Standards – Classification and Measurement of Share-based Payment Transactions*
- AASB 2016-6 *Amendments to Australian Accounting Standards - Applying AASB 9 Financial Instruments with AASB 4 Insurance Contracts*

Effective for annual reporting periods beginning on or after 1 January 2019

- AASB 16 *Leases*
- AASB 16 *Leases (Appendix D)*
- AASB 2016-8 *Amendments to Australian Accounting Standards – Australian Implementation Guidance for Nor-for-Profit Entities*
- AASB 1058 *Income of Not-for-Profit Entities*
- AASB 2016-8 *Amendments to Australian Accounting Standards - Australian Implementation Guidance for Not-for-Profit Entities*

16 Comparative Figures

To ensure comparability with the current reporting period's figures, some comparative period line items and amounts may have been reclassified or individually reported for the first time within these financial statements and/or the notes.

17 Disclaimer

Nothing contained within these statements may be taken to be an admission of any liability to any person under any circumstance.

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 2. Income

$ '000	Notes	2017	2016
(a). Rates Revenues			
General Rates			
General Rates		19,046	18,329
Less: Mandatory Rebates		(385)	(378)
Less: Discretionary Rebates, Remissions & Write Offs		(1)	(8)
Total General Rates		18,660	17,943
Other Rates (Including Service Charges)			
Natural Resource Management Levy		489	460
Total Other Rates		489	460
Other Charges			
Penalties for Late Payment		91	99
Legal & Other Costs Recovered		3	4
Total Other Charges		94	103
Less: Discretionary Rebates, Remissions & Write Offs		(6)	(6)
Total Rates Revenues		19,237	18,500
(b). Statutory Charges			
Development Act Fees		82	84
Town Planning Fees		121	132
Animal Registration Fees & Fines		103	102
Parking Fines / Expiation Fees		155	141
Other Licences, Fees & Fines		4	5
Rate Searches		39	37
Total Statutory Charges		504	501
(c). User Charges			
Hall & Equipment Hire		42	42
Sundry		19	11
Function and Event Charges		24	31
Rents & Fees		62	84
Services to Aged & Disabled		46	36
Library Services		16	15
Prospect Magazine - Income		23	29
Milk Depot Rental Income		17	16
Total User Charges		249	264

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 2. Income (continued)

$ '000	Notes	2017	2016
(d). Investment Income			
Interest on Investments			
- Local Government Finance Authority		71	89
- Loans to Community Groups		132	132
Total Investment Income		203	221
(e). Reimbursements			
Private Works		32	247
Joint Undertakings (General Inspection)		9	69
Development Assessment		17	-
Training Reimbursements		4	1
Fuel Tax Credit Reimbursement		8	9
NRM Levy Collection		-	4
Insurance Reimbursements		9	-
Other		15	10
Total Reimbursements		94	340
(f). Other Income			
Sponsorship		44	61
Donations or Resources Contributed Received		10	36
Insurance Claims Other Income		8	-
Insurance Special Distribution		100	60
Library Services Other Income		-	2
Workers Compensation Rebate		104	79
E-Services / CRM		-	40
Other		91	12
Total Other Income		357	290

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 2. Income (continued)

$ '000	Notes	2017	2016
(g). Grants, Subsidies, Contributions			
Amounts Received Specifically for New or Upgraded Assets			
- Braund Road Bike Boulevard		37	21
- Memorial Gardens Grant		97	-
Total Amounts Received Specifically for New or Upgraded Assets		134	21
Other Grants, Subsidies and Contributions			
- General Purpose Grant		324	216
- Home and Community Care Grant		631	639
- Local Road Grant		301	82
- Public Library Services Grant		63	61
- Record Library Materials Grant		83	88
- Main North Central Concept Plan		97	-
- Digital Transformation		25	-
- Roads to Recovery		-	523
- Open Spaces		10	-
Individually Significant Item - Additional Grants Commission Payment (refer below)		322	-
Total Grants, Subsidies, Contributions		1,990	1,630

The functions to which these grants relate are shown in Note 12.

(i) Sources of grants

Commonwealth Government	623	739
State Government	1,356	891
Other	11	-
Total	1,990	1,630

(ii) Individually Significant Items

Grant Commission (FAG) Grant Recognised as Income	322	-

In June 2016 there was no early payment received from the Federal Government for the untied financial assistance grant.

However in June 2017 the Federal Government paid $322,078 in relation to the untied financial assistance grant for the 2017-2018 year, it was recognised as income received inadvance.

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 3. Expenses

$ '000	Notes	2017	2016
(a). Employee Costs			
Salaries and Wages		6,256	5,936
Employee Leave Expense		282	615
Superannuation - Defined Contribution Plan Contributions	18	158	181
Superannuation - Defined Benefit Plan Contributions	18	420	422
Workers' Compensation Insurance		369	296
Personal Accident & Sickness Insurance		76	-
Total Operating Employee Costs		7,561	7,450
Total Number of Employees (full time equivalent at end of reporting period)		74	74
(b). Materials, Contracts and Other Expenses			
(i) Prescribed Expenses			
Auditor's Remuneration			
- Auditing the Financial Reports		20	21
Bad and Doubtful Debts		191	1
Elected Members' Expenses		279	251
Operating Lease Rentals - Non-Cancellable Leases	17		
- Minimum Lease Payments		79	110
Subtotal - Prescribed Expenses		**569**	**383**
(ii) Other Materials, Contracts and Expenses			
Contractors		7,086	6,120
Legal Expenses		156	58
Levies Paid to Government - NRM levy		489	460
Levies - Other		17	15
Sundry		41	70
Electricty & Gas		365	373
Water		220	306
Fuel		54	57
Hired Temporary Staff		710	640
Consultants		1,121	831
Waste Services		1,824	1,855
Insurance		268	353
Rates & Taxes (including FBT)		35	93
Bank Charges		40	40
Information Technology - Computing		445	443
Telephone		68	67
Subscriptions		78	79
Courses & Conferences		121	101

(continued on next page)

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 3. Expenses (continued)

$ '000	Notes	2017	2016
(b). Materials, Contracts and Other Expenses (continued)			
(ii) Other Materials, Contracts and Expenses (cont'd)			
Materials		1,234	1,266
Communications		77	83
Contributions & Donations		51	47
Travel & Accommodation		29	45
Postage		96	85
Meals & Entertainment		50	68
Motor Vehicle Registration		41	34
Refunds		1	3
Private Works Contractors - DPTI Contribution to Car Park Works		-	219
Less: Capitalised and Distributed Costs		(4,317)	(4,055)
Subtotal - Other Material, Contracts & Expenses		**10,400**	**9,756**
Total Materials, Contracts and Other Expenses		10,969	10,139
(c). Depreciation, Amortisation and Impairment			
(i) Depreciation and Amortisation			
Buildings & Other Structures		734	804
Infrastructure			
- Stormwater Drainage		385	385
- Roads		1,078	1,064
- Footpaths		529	529
Plant & Equipment		305	293
Furniture & Fittings		175	157
Library Books		109	107
Other Assets		267	234
Subtotal		**3,582**	**3,573**
(ii) Impairment			
Nil			
Total Depreciation, Amortisation and Impairment		3,582	3,573
(d). Finance Costs			
Interest on Loans		482	465
Total Finance Costs		482	465

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 4. Asset Disposal & Fair Value Adjustments

$ '000	Notes	2017	2016
Infrastructure, Property, Plant & Equipment			
(i) Assets Renewed or Directly Replaced			
Proceeds from Disposal		250	242
Less: Carrying Amount of Assets Sold		(269)	(1,065)
Gain (Loss) on Disposal		**(19)**	**(823)**
(ii) Assets Surplus to Requirements			
Proceeds from Disposal		-	-
Less: Carrying Amount of Assets Sold		-	(80)
Gain (Loss) on Disposal		**-**	**(80)**
Net Gain (Loss) on Disposal or Revaluation of Assets		(19)	(903)

Note 5. Current Assets

(a). Cash & Cash Equivalents

	2017	2016
Cash on Hand at Bank	21	216
Short Term Deposits & Bills, etc.	1,424	2,935
Total Cash & Cash Equivalents	1,445	3,151

(b). Trade & Other Receivables

	2017	2016
Rates - General & Other	626	654
Council Rates Postponement Scheme	23	17
Accrued Revenues	248	20
Debtors - General	746	869
GST Recoupment	261	289
Prepayments	154	225
Loans to Community Organisations	145	138
Total Trade & Other Receivables	2,203	2,212

(c). Other Financial Assets (Investments)

Nil

(d). Inventories

	2017	2016
Trading Stock	2	2
Total Inventories	2	2

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 6. Non-Current Assets

$ '000	Notes	2017	2016
(a). Financial Assets			
Receivables			
Loans to Community Organisations		1,664	1,759
Total Receivables		**1,664**	**1,759**
Total Financial Assets		1,664	1,759
(b). Equity Accounted Investments in Council Businesses			
Eastern Health Authority (EHA)	19	44	46
Total Equity Accounted Investments in Council Businesses		44	46
(c). Other Non-Current Assets			
Capital Works-in-Progress		2,286	198
Total Other Non-Current Assets		2,286	198

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 7a. Infrastructure, Property, Plant & Equipment

$ '000	Fair Value Level	as at 30/6/2016 At Fair Value	At Cost	Accumulated Dep'n	Carrying Value	Asset Movements during the Reporting Period: Asset Additions New / Upgrade	Asset Additions Renewals	WDV of Asset Disposals	Depreciation Expense (Note 3c)	Revaluation Increments to Equity (ARR) (Note 9)	as at 30/6/2017 At Fair Value	At Cost	Accumulated Dep'n	Carrying Value
Land	3	47,072	-	-	47,072	-	-	-	-	-	47,072	-	-	47,072
Land	2	5,650	-	-	5,650	-	-	-	-	-	5,650	-	-	5,650
Buildings & Other Structures	3	24,389	46	13,734	10,701	7	100	-	(588)	-	24,389	153	14,322	10,220
Buildings & Other Structures	2	3,205	36	730	2,511	-	31	-	(146)	-	3,205	66	875	2,396
Infrastructure										-				
- Stormwater Drainage	3	33,652	71	16,997	16,726	-	21	(5)	(385)	-	33,642	91	17,376	16,357
- Roads	3	81,038	1,363	31,370	51,031	-	27	-	(1,079)	-	81,037	1,389	32,447	49,979
- Footpaths	3	30,661	1,200	6,337	25,524	-	261	(146)	(528)	-	30,448	1,461	6,798	25,111
Plant & Equipment		-	2,172	1,087	1,085	-	424	(118)	(305)	-	-	2,118	1,032	1,086
Furniture & Fittings		-	2,482	1,541	941	41	-	-	(175)	-	-	2,523	1,716	807
Library Books		-	651	326	325	110	-	-	(109)	-	-	650	324	326
Other Assets		-	5,389	2,477	2,912	823	369	-	(267)	-	-	6,581	2,744	3,837
Total Infrastructure, Property, Plant & Equipment		**225,667**	**13,410**	**74,599**	**164,478**	**981**	**1,233**	**(269)**	**(3,582)**	**-**	**225,443**	**15,032**	**77,634**	**162,841**
Comparatives		206,222	18,321	84,992	**139,551**	212	3,843	(1,235)	(3,573)	25,680	225,667	13,410	74,599	**164,478**

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 7b. Valuation of Infrastructure, Property, Plant & Equipment & Investment Property

$ '000

Valuation of Assets

The fair value of assets and liabilities must be estimated in accordance with various Accounting Standards for either recognition and measurement requirements or for disclosure purposes.

AASB 13 Fair Value Measurement requires all assets and liabilities measured at fair value to be assigned to a "level" in the fair value hierarchy as follows:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Refer to Note 7a for the disclosure of the Fair Value Levels of Infrastructure, Property, Plant and Equipment Assets.

Information on Valuations

Certain land, and the buildings and structures thereon, are shown above as being based on fair value hierarchy level 2 valuation inputs. They are based on prices for similar assets in an active market, with directly or indirectly observable adjustments for specific advantages or disadvantages attaching to the particular asset.

Valuations of Crown land, community land and land subject to other restrictions on use or disposal, shown above as being based on fair value hierarchy level 3 valuation inputs, are based on prices for similar assets in an active market, but include adjustments for specific advantages or disadvantages attaching to the particular asset that are not directly or indirectly observable in that market, or the number and / or amount of observable adjustments of which are so great that the valuation is more fairly described as being based on level 3 valuation inputs.

There is no known market for buildings, infrastructure and other assets. These assets are valued at depreciated current replacement cost. This method involves:

- The determination of the cost to construct the asset (or its modern engineering equivalent) using current prices for materials and labour, the quantities of each being estimated based on recent experience of this or similar Councils, or on industry construction guides where these are more appropriate.

- The calculation of the depreciation that would have accumulated since original construction using current estimates of residual value and useful life under the prime cost depreciation method adopted by Council.

This method has significant inherent uncertainties, relying on estimates of quantities of materials and labour, residual values and useful lives, and the possibility of changes in prices for materials and labour, and the potential for development of more efficient construction techniques.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 7b. Valuation of Infrastructure, Property, Plant & Equipment & Investment Property (continued)

$ '000

Valuation of Assets (continued)

Other Information

At 1 July 2004 upon the transition to AIFRS, Council elected pursuant to AASB 1.D5 to retain a previously established deemed cost under GAAP as its deemed cost. With subsequent addition at cost, this remains as the basis of recognition of non-material asset classes.

Upon revaluation, the current new replacement cost and accumulated depreciation are re stated such that the difference represents the fair value of the asset deter mined in accordance with AASB 13 Fair Value Measurement: accumulated depreciation is taken to be the difference between current new replacement cost and fair value. In the case of land, current replacement cost is taken to be the fair value.

Highest and best use

The following non financial assets of Council are being utilised at other than their highest and best use:

1) Parcel of Land and Buildings at 218 Main North Road, Prospect
2) Recreation Reserve frontage - Wilson Reserve
3) Plant Nursery Land - Menzies Crescent
4) Recreation Reserve - Main North Road & Regency Road Reserve
5) Recreation Reserve - WT Smith Reserve, Gladstone Road, Prospect
6) Land and Council Depot at Johns Road (including waste transfer station, old tram barn and Council workshop)
7) Land, Civic Centre Offices & Town Hall at 128 Prospect Road, Prospect

For land which Council has an unfettered right to sell, the "highest and best use" recognises the possibility of the demolition or substantial modification of some or all of the existing buildings and structures affixed to the land.

Much of the land under Council's care and control is Crown land or has been declared as community land under the provisions of the Local Government Act 1999. Other types of restrictions also exist.

For land subject to these restrictions, the highest and best use is taken to be the "highest and best use" available to Council, with a rebuttable presumption that the current use is the "highest and best use". The reason for the current use of a large proportion of Council's assets being other than the "highest and best use" relates to Council's principal role as the provider of services to the community, rather than the use of those assets for the generation of revenue.

For buildings and other structures on and in the land, including infrastructure, "highest and best use" is determined in accordance with the land on and in which they are situated.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 7b. Valuation of Infrastructure, Property, Plant & Equipment & Investment Property (continued)

$ '000

Transition to *AASB 13 - Fair Value Measurement*

The requirements of AASB 13 Fair Value Measurement have been applied to all valuations undertaken since 1 July 2013 as shown by the valuation dates by individual asset classes below.

Fair value hierarchy level 2 valuations: Certain land, and the buildings and structures thereon, are shown above as being based on fair value hierarchy level 2 valuation inputs. They are based on prices for similar assets in an active market, with directly or indirectly observable adjustments for specific advantages or disadvantages attaching to the particular asset.

Fair value hierarchy level 3 valuations of land: Valuations of Crown land, community land and land subject to other restrictions on use or disposal, shown above as being based on fair value hierarchy level 3 valuation inputs, are based on prices for similar assets in an active market, but include adjustments for specific advantages or disadvantages attaching to the particular asset that are not directly or indirectly observable in that market, or the number and/or amount of observable adjustments of which are so great that the valuation is more fairly described as being based on level 3 valuation inputs.

Fair value hierarchy level 3 valuations of buildings, infrastructure and other assets: There is no known market for these assets and they are valued at depreciated current replacement cost. This method involves:
The determination of the cost to construct the asset (or its modern engineering equivalent) using current prices for materials and labour, the quantities of each being estimated based on recent experience of this or similar Councils, or on industry construction guides where these are more appropriate.

The calculation of the depreciation that would have accumulated since original construction using current estimates of residual value and useful life under the prime cost depreciation method adopted by Council.

This method has significant inherent uncertainties, relying on estimates of quantities of materials and labour, residual values and useful lives, and the possibility of changes in prices for materials and labour, and the potential for development of more efficient construction techniques.

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City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 7b. Valuation of Infrastructure, Property, Plant & Equipment & Investment Property (continued)

$ '000

Valuation of Assets (continued)

Estimated Useful Lives

Useful lives are estimated for each individual asset. In estimating useful lives, regard is made to technical and commercial obsolesence, as well as legal and other limitations on continued use. The range of useful lives for a representative range of assets is shown below, although individual assets may have an estimated total useful life of a greater or lesser amount.

Asset Classification	Useful Life
Plant Furniture & Equipment	
Office Equipment	5 years
Office Furniture	5 - 10 years
Buidling & Other Structures	
Buildings	20 - 80 years
Shed and Shelter	25 - 35 years
Toilet Blocks/Storerooms/Clubrooms	40 - 50 years
Civic Centre and Grandstand	80 years
Infrastructure	
Roads - Surface	13 - 90 years
Roads - Base	65 - 273 years
Kerb & Gutter	70 years
Footpaths - Surface	15 - 80 years
Footpaths - Base	40 - 160 years
Stormwater Drainage	100 years
Pipes	100 years
Side Entry Pit Box Drains & Junction Boxes	80 years
Open Channel	70 years
Other Assets	
Library Books	5 years
Art Works	100 years
Other Non Current Assets	10 - 20 years
Outdoor Setting/Furniture	10 - 15 years
Irrigation	20 years

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 7b. Valuation of Infrastructure, Property, Plant & Equipment & Investment Property (continued)

$ '000

Valuation of Assets (continued)

Land & Land Improvements

Council being of the opinion that it is not possible to attribute a value sufficiently reliably to qualify for recognition, land under roads has not been recognised in these reports. Land acquired for road purposes during the year is initially recognised at cost, but transferred to fair value at reporting date, effectively writing off the expenditure.

Freehold land and land over which Council has control, but does not have title, is recognised on the cost basis. No capitalisation threshold is applied to the acquisition of land or interests in land.

Land assets were revalued as at 1 July 2013 by David Maidment. B Bus Property (Valuation) AAPI, Maloney Field Services. Additions are recognised at cost.

Estimated future costs of reinstatement of land, capitalised in accordance with AASB 116. 16(c), are reviewed annually (see Note 1).

Buildings & Other Structures

Buildings and other structures were revalued as at 1 July 2013 by David Maidment, B Bus Property (Valuation) AAPI, Maloney Field Services. Fair Value hierarchy is based on assessments of the Valuer.

Adoption of the valuations as at 1 July 2013 has seen a minor variance to annual depreciation expense Council experiences. Reductions experienced with the restatement of level 2 building assets at market value have largely been offset by the componentisation of newly constructed assets depreciated over a shorter life.

Infrastructure

Roads & Footpaths

Assets were valued by B C Tonkin & Associates as at 1 July 2015. All acquisitions made after the respective dates of valuation are recorded at cost.

The primary change through revaluation is the extension to useful lives based on historical data of consumption. The extension has led to a reduction in annual depreciation expected in the future. Revaluation of footpaths has included the adjustment of unit rates to include associated disposal costs of the expired asset. This has increased annual depreciation due to a higher base value. Footpath assets have also been componetised between surface and base.

Stormwater Drainage

Assets were valued by B C Tonkin & Associates as at 1 July 2015. All acquisitions made after the respective dates of valuation are recorded at cost.

Plant, Furniture & Equipment

These assets are recognised on the cost basis.

All other Assets

These assets are recognised on the cost basis. Library books and other lending materials are capitalised in bulk and written out when fully depreciated.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 8. Liabilities

$ '000	Notes	2017 Current	2017 Non Current	2016 Current	2016 Non Current
(a). Trade and Other Payables					
Goods & Services		23	-	2,033	-
Payments Received in Advance		345	-	210	-
Accrued Expenses - Employee Entitlements		313	-	29	-
Accrued Expenses - Other		1,144	-	475	-
Other		39	-	1	-
Total Trade and Other Payables		1,864	-	2,748	-
(b). Borrowings					
Bank Overdraft		37	-	-	-
Loans		763	6,393	716	7,156
Total Borrowings		800	6,393	716	7,156

All interest bearing liabilities are secured over the future revenues of the Council

(c). Provisions

Employee Entitlements (including oncosts) - Long Service Leave	1,009	109	931	79
Employee Entitlements (including oncosts) - Annual Leave	703	-	615	-
Total Provisions	1,712	109	1,546	79

Movements in Provisions

2017 (current & non-current)

		Employee Entitlements (including oncosts)	
		Long Service Leave	Annual Leave
Opening Balance		1,010	615
Add	Unwinding of Present Value Discounts	-	-
Add	Additional Amounts Recognised	251	175
(Less)	Payments	(143)	(87)
	Unused Amounts Reversed	-	-
Add (Less)	Remeasurement Adjustments	-	-
Closing Balance		**1,118**	**703**

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 9. Reserves

$ '000	1/7/2016	Increments (Decrements)	Transfers	Impairments	30/6/2017
(a). Asset Revaluation Reserve					
Infrastructure					
- Stormwater Drainage	2,949	-	-	-	2,949
- Roads	21,340	-	-	-	21,340
- Footpaths	11,448	-	-	-	11,448
Land and Buildings	47,191	-	-	-	47,191
Other Assets	194	-	-	-	194
Total Asset Revaluation Reserve	83,122	-	-	-	83,122
Comparatives	57,533	25,600	-	-	83,133
(b). Other Reserves					
Car Park Development Reserve	236	21	-	-	257
Carry Forward Reserve	395	1,684	-	-	2,079
Development Reserve	-	58	-	-	58
Total Other Reserves	631	1,763	-	-	2,394
Comparatives	286	345	-	-	631

PURPOSES OF RESERVES

Asset Revaluation Reserves

The asset revaluation reserve is used to record increments and decrements arising from changes in fair value of non current assets (less any subsequent impairment losses, where applicable).

Other Reserves - Car Park Development Reserve

The car park development reserve is used for future car parking facilities.

Other Reserves - Development Reserve

The development reserve is used for future council facilities.

Other Reserves - Revaluation Reserve - EHA

The revaluation reserve - EHA is used for future revaluation expense for the Eastern Health Authority.

Attachment

Note 10. Assets Subject to Restrictions

Council does not hold any assets subject to restrictions

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 11. Reconciliation to Statement of Cash Flows

$ '000	Notes	2017	2016
(a). Reconciliation of Cash			
Cash Assets comprise highly liquid investments with short periods to maturity subject to insignificant risk of changes of value. Cash at the end of the reporting period as shown in the Statement of Cash Flows is reconciled to the related items in the Balance Sheet as follows:			
Total Cash & Equivalent Assets	5	1,445	3,151
Less: Short-Term Borrowings	8	(37)	-
Balances per Statement of Cash Flows		**1,408**	**3,151**
(b). Reconciliation of Change in Net Assets to Cash from Operating Activities			
Net Surplus/(Deficit)		**19**	**(783)**
Non-Cash Items in Income Statements			
Depreciation, Amortisation & Impairment		3,582	3,573
Equity Movements in Equity Accounted Investments (Increase)/Decrease		2	(1)
Grants for Capital Acquisitions (Treated as Investing Activity Receipts)		(134)	(21)
Net (Gain) Loss on Disposals		19	903
		3,488	**3,671**
Add (Less): Changes in Net Current Assets			
Net (Increase)/Decrease in Receivables		16	(628)
Net (Increase)/Decrease in Inventories		-	(1)
Net Increase/(Decrease) in Trade & Other Payables		(884)	(797)
Net Increase/(Decrease) in Other Provisions		196	19
Net Cash provided by (or used in) operations		**2,816**	**2,264**

(c). Non-Cash Financing and Investing Activities

Nil

(d). Financing Arrangements

Unrestricted access was available at balance date to the following lines of credit:		
Corporate Credit Cards	27	47
LGFA Cash Advance Debenture Facility	1,000	1,000

The bank overdraft facilities may be drawn at any time and may be terminated by the bank without notice. Council also has immediate access to a short-term draw-down facility and variable interest rate borrowings under a cash advance facility, both from the Local Government Finance Authority of SA.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 12a. Functions

Functions/Activities	Income, Expenses and Assets have been directly attributed to the following Functions / Activities. Details of these Functions/Activities are provided in Note 12(b).									
	INCOME		EXPENSES		OPERATING SURPLUS (DEFICIT)		GRANTS INCLUDED IN INCOME		TOTAL ASSETS HELD (CURRENT & NON-CURRENT)	
$ '000	**Actual 2017**	Actual 2016	**Actual 2017**	Actual 2016	**Actual 2017**	Actual 2016	**Actual 2017**	Actual 2016	**Actual 2017**	Actual 2016
Planning and Community	**1,350**	1,328	**6,100**	5,964	**(4,750)**	(4,636)	**777**	789	**40,916**	34,139
Infrastructure, Assets and Environment	**1,350**	1,301	**15,138**	14,589	**(13,788)**	(13,288)	**408**	605	**98,881**	110,377
Corporate Services	**19,773**	19,089	**452**	215	**19,321**	18,874	**646**	215	**25,573**	22,414
Business & Economic Development	**27**	7	**904**	859	**(877)**	(852)	**25**	-	**5,115**	4,916
Total Functions/Activities	**22,500**	**21,725**	**22,594**	**21,627**	**(94)**	**98**	**1,856**	**1,609**	**170,485**	**171,846**

Revenues and expenses exclude net gain (loss) on disposal or revaluation of assets, net gain (loss) from joint ventures & associated entities, amounts received specifically for new or upgraded assets and physical resources received free of charge.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 12b. Components of Functions

$ '000

The activities relating to Council functions are as follows:

PLANNING AND COMMUNITY

- City Planning
- Development Assessment
- Heritage
- Community Development (includes Community and Youth Services, Home Assist)
- Recreation and Sports
- Library
- Community Transport
- Community Arts

INFRASTRUCTURE, ASSETS AND ENVIRONMENT

- Environmental Sustainability
- Environmental Health
- Waste Management (Domestic, Green and Recycling)
- Community Safety (includes Parking and Dog Control & General inspections)
- Traffic Management
- Streets and Footpaths
- Stormwater Drainage
- Open Spaces
- Street Trees and Nature Strips
- Street Cleaning and Public Toilets
- Fleet Management
- Depot Operations
- Street Lighting

CORPORATE SERVICES

- Governance
- Rates Administration
- Employee Relations and Training
- Customer Service & Administration Services
- Financial Management
- Information Management
- Elected Membars
- Human Resources

BUSINESS AND ECONOMIC DEVELOPMENT

- Business & Economic Initiatives
- Marketing

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 13. Financial Instruments

$ '000

Recognised Financial Instruments

Bank, Deposits at Call, Short Term Deposits

Accounting Policy:
Carried at lower of cost and net realisable value; Interest is recognised when earned.

Terms & Conditions:
Deposits are returning fixed interest rates between 1.5% and 2.0% (2016: 1.75%). Short term deposits have an average maturity of 6 days and an average interest rate of 1.5% (2016: 6 days and 1.75%).

Carrying Amount:
Approximates fair value due to the short term to maturity.

Receivables
Rates & Associated Charges
(including legals & penalties for late payment)

Note: These receivables do not meet the definition of "financial instruments" and have been excluded from the following disclosures.

Accounting Policy:
Carried at nominal values less any allowance for doubtful debts. An allowance for doubtful debts is recognised (and re-assessed annually) when collection in full is no longer probable.

Terms & Conditions:
Secured over the subject land, arrears attract interest of 7% (2016: 7%). Council is not materially exposed to any individual debtor, credit risk exposure is concentrated within the Council's boundaries in the State.

Carrying Amount:
Approximates fair value (after deduction of any allowance).

Receivables
Fees & Other Charges

Accounting Policy:
Carried at nominal values less any allowance for doubtful debts. An allowance for doubtful debts is recognised (and re-assessed annually) when collection in full is no longer probable.

Terms & Conditions:
Unsecured, and do not bear interest. Council is not materially exposed to any individual debtor, credit risk exposure is concentrated within the Council's boundaries.

Carrying Amount:
Approximates fair value (after deduction of any allowance).

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 13. Financial Instruments (continued)

$ '000

Recognised Financial Instruments

Receivables
Other Levels of Government

Accounting Policy:
Carried at nominal value.

Terms & Conditions:
Amounts due have been calculated in accordance with the terms and conditions of the respective programs following advice of approvals, and do not bear interest. All amounts are due by Departments and Agencies of State and Federal Governments.

Carrying Amount:
Approximates fair value.

Liabilities
Creditors and Accruals

Accounting Policy:
Liabilities are recognised for amounts to be paid in the future for goods and services received, whether or not billed to the Council.

Terms & Conditions:
Liabilities are normally settled on 30 day terms.

Liabilities
Interest Bearing Borrowings

Accounting Policy:
Carried at the principal amounts. Interest is charged as an expense as it accrues.

Terms & Conditions:
Secured over future revenues, borrowings are repayable (describe basis); interest is charged at fixed (or variable - describe) rates between 4.15% and 7.0% (2016: 4.15% and 7.00%).

Carrying Amount:
Approximates fair value.

Liabilities
Finance Leases

Accounting Policy:
Accounted for in accordance with AASB 117.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 13. Financial Instruments (continued)

$ '000	Due < 1 year	Due > 1 year & ≤ 5 years	Due > 5 years	Total Contractual Cash Flows	Carrying Values
2017					
Financial Assets					
Cash & Equivalents	1,445	-	-	1,445	1,445
Receivables	1,007	-	-	1,007	1,007
Other Financial Assets	142	458	1,190	1,790	1,664
Total Financial Assets	**2,594**	**458**	**1,190**	**4,242**	**4,116**
Financial Liabilities					
Payables	407	-	-	407	407
Current Borrowings	816	-	-	816	800
Non-Current Borrowings	-	3,537	2,984	6,521	6,393
Total Financial Liabilities	**1,223**	**3,537**	**2,984**	**7,744**	**7,600**

$ '000	Due < 1 year	Due > 1 year & ≤ 5 years	Due > 5 years	Total Contractual Cash Flows	Carrying Values
2016					
Financial Assets					
Cash & Equivalents	3,151	-	-	3,151	3,151
Receivables	1,158	-	-	1,158	1,158
Other Financial Assets	267	1,068	1,328	2,663	1,897
Total Financial Assets	**4,576**	**1,068**	**1,328**	**6,972**	**6,206**
Financial Liabilities					
Payables	2,244	-	-	2,244	2,244
Current Borrowings	1,206	-	-	1,206	716
Non-Current Borrowings	-	4,272	5,247	9,519	7,156
Total Financial Liabilities	**3,450**	**4,272**	**5,247**	**12,969**	**10,116**

The following interest rates were applicable to Council's Borrowings at balance date:	30 June 2017		30 June 2016	
	Weighted Avg Interest Rate	Carrying Value	Weighted Avg Interest Rate	Carrying Value
Overdraft	3.75%	37		-
Fixed Interest Rates	6.38%	7,193	6.38%	7,872
		7,230		**7,872**

Net Fair Value

All carrying values approximate fair value for all recognised financial instruments . There is no recognised market for the financial assets of the Council.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 13. Financial Instruments (continued)

$ '000

Risk Exposures

Credit Risk represents the loss that would be recognised if counterparties fail to perform as contracted. The maximum credit risk on financial assets of the Council is the carrying amount, net of any allowance for doubtful debts. All Council investments are made with the SA Local Government Finance Authority and are guaranteed by the SA Government. Except as detailed in Notes 5 & 6 in relation to individual classes of receivables, exposure is concentrated within the Council's boundaries, and there is no material exposure to any individual debtor.

Market Risk is the risk that fair values of financial assets will fluctuate as a result of changes in market prices. All of Council's financial assets are denominated in Australian dollars and are not traded on any market, and hence neither market risk nor **currency risk** apply.

Liquidity Risk is the risk that Council will encounter difficulty in meeting obligations with financial liabilities. In accordance with the model Treasury Mangement Policy (LGA Information Paper 15), liabilities have a range of maturity dates. Council also has available a range of bank overdraft and standby borrowing facilities that it can access.

Interest Rate Risk is the risk that future cash flows will fluctuate because of changes in market interest rates. Council has a balance of both fixed and variable interest rate borrowings and investments. Cash flow fluctuations are managed holistically in seeking to minimise interest costs over the longer term in a risk averse manner.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 14. Commitments for Expenditure

$ '000	Notes	2017	2016
(a). Capital Commitments			
Capital expenditure committed for at the reporting date but not recognised in the financial statements as liabilities:			
Land & Buildings		682	-
Infrastructure		1,476	156
Other		295	-
		2,453	**156**
These expenditures are payable:			
Not later than one year		2,453	156
Later than one year and not later than 5 years		-	-
Later than 5 years		-	-
		2,453	**156**
(b). Other Expenditure Commitments			
Other expenditure committed for (excluding inventories) at the reporting date but not recognised in the financial statements as liabilities:			
Audit Services		125	-
Waste Management Services		717	370
Employee Remuneration Contracts		5,590	5,988
		6,432	**6,358**
These expenditures are payable:			
Not later than one year		2,722	1,903
Later than one year and not later than 5 years		3,710	4,455
Later than 5 years		-	-
		6,432	**6,358**

(c). Finance Lease Commitments

Council has no Finance Leases.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 15. Financial Indicators

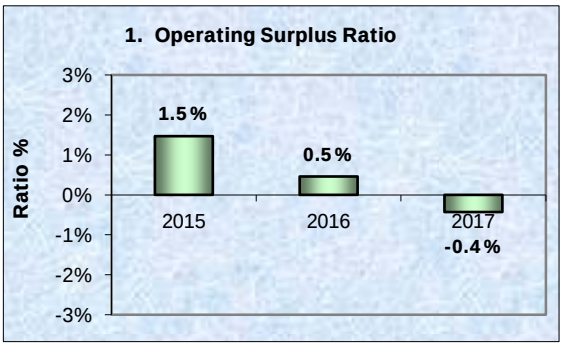
$ '000	Amounts 2017	Indicator 2017	Prior Periods 2016	2015
These Financial Indicators have been calculated in accordance with *Information paper 9 - Local Government Financial Indicators* prepared as part of the LGA Financial Sustainability Program for the Local Government Association of South Australia.				
1. Operating Surplus Ratio				
Operating Surplus / Total Operating Revenue	(96) / 22,500	(0%)	0%	1%
This ratio expresses the operating surplus as a percentage of total operating revenue.				
1a. Adjusted Operating Surplus Ratio				
In recent years the Federal Government has made advance payments prior to 30th June from future year allocations of financial assistance grants, as explained in Note 1. The Adjusted Operating Surplus Ratio adjusts for the resulting distortion in the disclosed operating result for each year.	(418) / 22,178	(2%)	2%	(0%)
2. Net Financial Liabilities Ratio				
Net Financial Liabilities / Total Operating Revenue	5,566 / 22,500	25%	24%	24%
Net Financial Liabilities are defined as total liabilities less financial assets (excluding equity accounted investments in Council businesses). These are expressed as a percentage of total operating revenue.				
3. Asset Sustainability Ratio				
Net Asset Renewals / Infrastructure & Asset Management Plan required expenditure	3,000 / 3,493	86%	116%	135%
Net asset renewals expenditure is defined as net capital expenditure on the renewal and replacement of existing assets, and excludes new capital expenditure on the acquisition of additional assets.				

Attachment

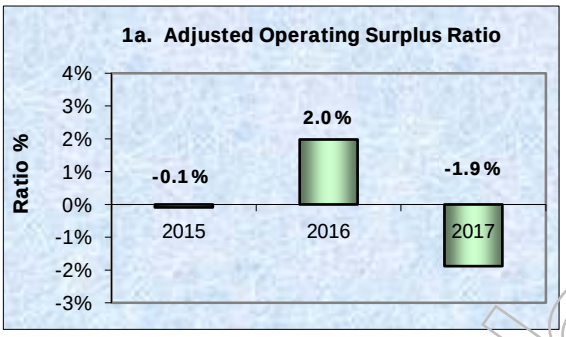
City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

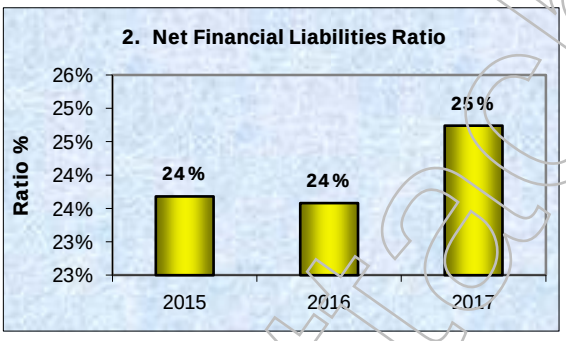
Note 15. Financial Indicators - Graphs (continued)



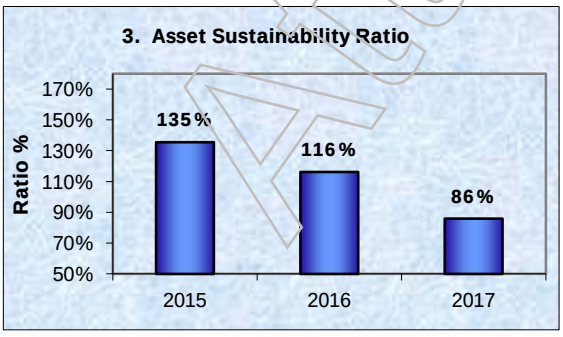
Purpose of Operating Surplus Ratio	Commentary on 2016/17 Result
This indicator is to determine the percentage the operating revenue varies from operating expenditure	**2016/17 Ratio -0.4%** An early payment of the Financial Assistance Grants was received in June 2017. Council did not receive the allocated Roads to Recovery Grant in 2016-2017 as the grant was attached to a project that was delayed into 2017-2018. The grant will be received at the time of completion. Council's target range for the operating surplus ratio is 1%-3%.



Purpose of Adjusted Operating Surplus Ratio	Commentary on 2016/17 Result
This indicator is to determine the percentage the operating revenue (adjusted for timing differences in the Financial Assistance Grant) varies from operating expenditure	**2016/17 Ratio -1.9%** Council was not able to complete a project by 30 June 2017 that was funded by the Roads to Recovery Grant program. This grant will be received in 2017-2018, once the project has been completed.



Purpose of Net Financial Liabilites Ratio	Commentary on 2016/17 Result
This indicator shows the significance of the net amount owed to others, compared to operating revenue	**2016/17 Ratio 25%** Council did not draw down the budget new loan borrowings within 2016-2017. Instead, in line with its treasury management policy, it has consumed cash reserves first. Council's target range for the operating surplus ratio is 10%-50%.



Purpose of Asset Sustainability Ratio	Commentary on 2016/17 Result
This indicator aims to determine if assets are being renewed and replaced in an optimal way	**2016/17 Ratio 86%** Three major reconstruction projects were not able to be completed by 30 June 2017. They will be completed in early 2017-2018 and will contribute to the Asset Sustainability Ratio of that year. Council's target range for the asset sustainability ratio is 100%-120%.

Audit Copy

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 16. Uniform Presentation of Finances

$ '000	2017	2016
The following is a high level summary of both operating and capital investment activities of the Council prepared on a simplified Uniform Presentation Framework basis.		
All Councils in South Australia have agreed to summarise annual budgets and long-term financial plans on the same basis.		
The arrangements ensure that all Councils provide a common 'core' of financial information, which enables meaningful comparisons of each Council's finances.		
Income	22,500	21,728
less Expenses	(22,596)	(21,629)
Operating Surplus / (Deficit)	**(96)**	**99**
less **Net Outlays on Existing Assets**		
Capital Expenditure on Renewal and Replacement of Existing Assets	3,000	3,843
less Depreciation, Amortisation and Impairment	(3,582)	(3,573)
less Proceeds from Sale of Replaced Assets	(250)	(242)
Subtotal	**(832)**	**28**
less **Net Outlays on New and Upgraded Assets**		
Capital Expenditure on New and Upgraded Assets (including Investment Property & Real Estate Developments)	1,317	212
less Amounts Received Specifically for New and Upgraded Assets	(134)	(21)
less Proceeds from Sale of Surplus Assets (including Investment Property & and Real Estate Developments)	-	-
Subtotal	**1,183**	**191**
Net Lending / (Borrowing) for Financial Year	**(447)**	**(120)**

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 17. Operating Leases

$ '000	2017	2016

Leases Providing Revenue to the Council

Lease Payment Commitments of Council

Council has entered into non-cancellable operating leases for various items of computer equipment.

Contingent rental payments exist in relation to the lease of IT equipment.
No contingent rentals were paid during the current or previous reporting periods.

No lease imposes any additional restrictions on Council in relation to additional debt or further leasing.

Leases in relation to computer and office equipment permit Council, at expiry of the lease, to elect to re-lease return or acquire the equipment leased

No lease contains any escalation clause

Commitments under non-cancellable operating leases that have not been recognised in the financial statements are as follows:

Not later than one year	38	35
Later than one year and not later than 5 years	61	51
Later than 5 years	-	-
	99	**86**

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 18. Superannuation

$ '000

The Council makes employer superannuation contributions in respect of its employees to Statewide Super (formerly Local Government Superannuation Scheme). There are two types of membership, each of which is funded differently. Permanent and contract employees of the South Australian Local Government sector with Salarylink benefits prior to 24 November 2009 have the option to contribute to the Accumulation section and/or Salarylink. All other employees (including casuals) have all contributions allocated to the Accumulation section.

Accumulation only Members

Accumulation only members receive both employer and employee contributions on a progressive basis. Employer contributions are based on a fixed percentage of ordinary time earnings in accordance with superannuation guarantee legislation (9.50% in 2016/17; 9.50% in 2015/16). No further liability accrues to the Council as the superannuation benefits accruing to employees are represented by their share of the net assets of the Fund.

Salarylink (Defined Benefit Fund) Members

Salarylink is a defined benefit scheme where the benefit payable is based on a formula determined by the member's contribution rate, number of years and level of contribution and final average salary. Council makes employer contributions to Salarylink as determined by the Fund's Trustee based on advice from the appointed Actuary.
The rate is currently 6.3% (6.3% in 2015/16) of "superannuation" salary.

In addition, Council makes a separate contribution of 3% of ordinary time earnings for Salarylink members to their Accumulation account. Employees also make member contributions to the Salarylink section of the Fund. As such, assets accumulate in the Salarylink section of the Fund to meet the member's benefits, as defined in the Trust Deed, as they accrue.

The Salarylink section is a multi-employer sponsored plan. As the Salarylink section's assets and liabilities are pooled and are not allocated by each employer, and employees may transfer to another employer within the local government sector and retain membership of the Fund, the Actuary is unable to allocate benefit liabilities, assets and costs between employers. As provided by AASB 119.32(b), Council does not use defined benefit accounting for these contributions.

The most recent actuarial investigation was conducted by the Fund's actuary, A C Miller, FIAA, of Russell Employee Benefits Pty Ltd as at 30 June 2014. The Trustee has determined that the current funding arrangements are adequate for the expected Salarylink liabilities. However, future financial and economic circumstances may require changes to Council's contribution rates at some future time.

Contributions to Other Superannuation Schemes

Council also makes contributions to other superannuation schemes selected by employees under the "choice of fund" legislation. All such schemes are of the accumulation type, where the superannuation benefits accruing to the employee are represented by their share of the net assets of the scheme, and no further liability attaches to the Council.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 19. Interests in Other Entities

$ '000

All joint ventures and associates are required to prepare Annual Financial Statements that comply with the SA Local Government Model Financial Statements.

	Council's Share of Net Income		Council's Share of Net Assets	
	2017	2016	2017	2016
Joint Ventures	(2)	(2)	44	46
Total	(2)	(2)	44	46

(i) JOINT VENTURES, ASSOCIATES AND JOINT OPERATIONS

(a) Carrying Amounts

Name of Entity	Principal Activity	2017	2016
Waste Care SA		-	-
Eastern Health Authority (EHA)	Health Services	44	46
Total Carrying Amounts - Joint Ventures & Associates		**44**	**46**

Waste Care SA
During 2003/04, Waste Care SA, a regional subsidiary (the subsidiary) was established pursuant to Section 43 of the Local Government Act 1999, by a number of constituent councils comprising Adelaide, Campbelltown, Charles Sturt, Norwood Payneham & St Peters, Prospect City Council and the Town of Walkerville. The subsidiary was formed at the end of February 2004 and has signed a project agreement with Waste Management Pacific (SA) Pty Ltd to operate a Resource Recovery Waste Transfer Station (RRWTS) on leased land at Wingfield. As a constituent council, City of Prospect has a five (5) percent equity share in the subsidiary. In the event of a winding up of the subsidiary, City of Prospect would either receive its equity share or any net assets after payment of all expenses of the subsidiary, or be liable to pay an equity share towards all expenses associated with winding up the subsidiary's operations. A contingent liability has been identified in the accounts to reflect this potential liability in a future year. To offset this potential liability, an agreement between the subsidiary and Waste Management Pacific (SA) Pty Ltd for the 'compulsory purchase' by the latter in 2014 has been established. This agreement enables the subsidiary to notify Waste Management Pacific (SA) Pty Ltd that it is required to accept assignment of the lease for the land and the purchase of the RRWTS. In future years, as a constituent council, City of Prospect will be entilled to a share of any profit made and distributed by the subsidiary in accordance with the subsidiary's Charter. Profit distribution is not solely dependent on equity shares of the constituent councils. As at the 30 June 2016, the net assets of the subsidiary were wound up and distributuion made to constituent councils.

Eastern Health Authority (EHA)
City of Prospect is one of five member Councils of the Eastern Health Authority Inc (EHA). The other member Councils are City of Burnside, Campbelltown City Council, City of Norwood, Payneham & St Peters & the Corporation of the Town of Walkerville. During the report period, City of Prospect owned 13% of the equity in EHA but did not control either the financial or operating policies of the entity. EHA is managed by a board of directors comprised of two representatives from each of the five member Councils. Each director has one full and equal voting right on the Board. The principal activity of the authority is to provide health services to Councils. As at the 30 June 2017, the net assets of the subsidiary were as disclosed below.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 19. Interests in Other Entities (continued)

$ '000

(b) Relevant Interests

Name of Entity	Interest in Operating Result 2017	Interest in Operating Result 2016	Ownership Share of Equity 2017	Ownership Share of Equity 2016	Proportion of Voting Power 2017	Proportion of Voting Power 2016
Eastern Health Authority (EHA)	14%	14%	14%	14%	20%	20%

(c) Movement in Investment in Joint Venture or Associate

	Waste Care SA 2017	Waste Care SA 2016	Eastern Health Authority (EHA) 2017	Eastern Health Authority (EHA) 2016
Opening Balance	-	12	46	73
Share in Operating Result	-	(3)	(2)	3
Share in Other Comprehensive Income	-	-	-	(3)
Distributions Received	-	(9)	-	(27)
Council's Equity Share in the Joint Venture or Associate	**-**	**-**	**44**	**46**

(d) Summarised Financial Information of the Equity Accounted Business

Statement of Financial Position	Waste Care SA 2017	Waste Care SA 2016	Eastern Health Authority (EHA) 2017	Eastern Health Authority (EHA) 2016
Cash and Cash Equivalents	-	-	664	581
Trade and Other Receivables	-	-	129	158
Non-Current Assets	-	-	388	422
Total Assets	-	-	1,181	1,161
Current Trade and Other Payables	-	-	138	96
Borrowings	-	-	61	59
Current Provisions	-	-	306	259
Non-Current Borrowings	-	-	315	376
Non-Current Provisions	-	-	35	33
Total Liabilities	-	-	855	823
Net Assets	**-**	**-**	**326**	**338**

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 19. Interests in Other Entities (continued)

$ '000

Statement of Comprehensive Income	Waste Care SA		Eastern Health Authority (EHA)	
	2017	**2016**	**2017**	**2016**
Council Contributions	-	-	1,641	1,609
Statutory Charges	-	-	155	115
User Charges	-	-	294	342
Grants, Subsidies & Contributions	-	-	271	122
Investment Income	-	6	12	15
Other Income	-	-	12	12
Total Income	-	6	2,385	2,215
Employee Costs	-	-	1,623	1,483
Materials, Contracts & Other Expenses	-	58	700	643
Depreciation, Amortisation and Impairment	-	-	55	45
Finance Costs	-	1	19	22
Total Expenses	-	59	2,397	2,193
Other Revenue / Expense Items	-	-	-	-
Operating Result	**-**	**(53)**	**(12)**	**22**

(e). Share of Joint Operations Expenditure Commitments

Expenditure committed for (excluding inventories) at the reporting date but not recognised in the financial statements as liabilities:

	2017	**2016**
(i) Operating Expenditures Payable		
Not later than one year	45	-
Later that one year and not later than 5 years	47	-
Later than 5 years	-	-
	92	**-**

Note 20. Non-Current Assets Held for Sale & Discontinued Operations

Council does not have any Non-Current Assets Held for Sale or any Discontinued Operations.

Council is however seeking expressions of interest for the sale of portions of land at:
132-134 Prospect Road, Prospect SA 5082; and
218 Main North Road, Prospect SA 5082.
Council will consider the option to sell these parcels of land at the conculsion of the expression period.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 21. Contingencies & Assets/Liabilities Not Recognised in the Balance Sheet

The following assets and liabilities do not qualify for recognition in the Balance Sheet, but knowledge & is considered relevant to the users of the financial report in making and evaluating decisions about the allocation of scarce resources.

1. LAND UNDER ROADS
As reported in the Financial Statements, Council is of the opinion that it is not possible to attribute a value sufficiently reliably for these assets to qualify for recognition, and accordingly land under roads has not been recognised in the reports. Land acquired for road purposes during the year is initially recognised at cost, but transferred to fair value at reporting date, effectively writing off the expenditure.

At reporting date, Council controlled 88 km of road reserves of average width 9 metres.

2. POTENTIAL INSURANCE LOSSES
Council is a multi-purpose organisation providing a large range of building, parks infrastructure, playgrounds and other facilities accessible to the public. At any time, it is likely that claims will have been made against Council that remain unsettled.

Council insures against all known insurable risks using a range of insurance policies, each of which is subject to deductable "insurance excesses", the amount of which varies according to the class of insurance.

Council has recognised the potential losses arising from claims known at reporting date based on average historical net cost (including insurance excess) of similar types of claims. Other potential claims not reported to Council may have existed at reporting date.

3. LEGAL MATTERS
Council is the planning consent authority for its area under the Development Act 1993 (as amended). Pursuant to that Act, certain persons aggrieved by a planning decision of the Council may appeal. It is normal practice that parties bear their own legal costs. At the date of these reports, Council had notice of no appeals against planning decisions made prior to reporting date. All known costs have been recognised, but the amount of further costs cannot be known until the appeals are determined.

Note 22. Events after the Balance Sheet Date

Events that occur after the reporting date of 30 June 2017, up to and including the date when the financial statements are "authorised for issue" have been taken into account in preparing these statements.

Council has adopted the date of receipt of the Auditors' Report as the appropriate "authorised for issue" date relating to these General Purpose Financial Statements.

Accordingly, the "authorised for issue" date is 02/11/17.

Council is unaware of any material or significant "non adjusting events" that should be disclosed.

Attachment

City of Prospect

Notes to and forming part of the Financial Statements
for the year ended 30 June 2017

Note 23. Related Party Transactions

$ '000	2017

Key Management Personnel

Transactions with Key Management Personel
The Key Management Personnel of the Council include the Mayor, Councillors, CEO and certain prescribed officers under section 112 of the *Local Government Act 1999* . In all, 14 persons were paid the following total compensation:

The compensation paid to Key Management Personnel comprises:

Allowances	199
Employee Costs	750
Total	949

Amounts paid as direct reimbursement of expenses incurred on behalf of Council have not been included above.

Receipts from Key Management Personnel comprise:
Other than amounts paid as ratepayers or residents (e.g. rates, swimming pool entry fees, etc.), Council received the following amounts in total:

Contributions for Fringe Benefits Tax purposes	20
Total	20

Note 24. Equity - Retained Earnings and Revaluation Reserves Adjustments

$ '000	2017	2016

Correction of Error/s relating to a Previous Reporting Period

In accordance with AASB 108 - Accounting Policies, Changes in Accounting Estimates and Errors, the above Prior Period Errors have been recognised retrospectively.

These amounted to the following Equity Adjustments:

- Adjustments to Opening Equity - 1/7/16	-	-
Accumulated Surplus	(2)	-
Asset Revaluation Reserve	(11)	-
(relating to adjustments for the 30/6/16 reporting year end and prior periods)		
- Adjustments to Closing Equity - 30/6/16	-	-
(relating to adjustments for the 30/6/16 year end)		
Total Prior Period Adjustments - Prior Period Errors	**(13)**	**-**

Attachment

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& Business Consultants

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Liability limited by a scheme approved under Professional Standards Legislation

INDEPENDENT AUDITOR'S REPORT

To the members of the City of Prospect

Opinion

We have audited the accompanying financial report of the City of Prospect (the Council), which comprises the statement of financial position as at 30 June 2017, the statement of comprehensive income, statement of changes in equity and cash flow statement for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information, and the Council Certificate of the City of Prospect.

In our opinion, the accompanying financial report presents fairly, in all material aspects, the financial position of the Council as at 30 June 2017, and its financial performance and its cash flows for the year then ended in accordance with the Australian Accounting Standards, Local Government Act 1999 and Local Government (Financial Management) Regulations 2011.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Council in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Matter

The financial report of the Council for the year ended 30 June 2016 was audited by another auditor who expressed an unmodified opinion on that financial report on 16 November 2016.

Council's Responsibility for the Financial Report

Council is responsible for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations), the Local Government Act 1999 and the Local Government (Financial Management) Regulations 2011 and for such internal control as Council determines is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, Council is responsible for assessing the Council's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Council either intends to liquidate the Council or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Council's financial reporting process.

Attachment

Auditor's Responsibility for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit of the financial report in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of Council's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Council's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Council to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

GALPINS ACCOUNTANTS, AUDITORS & BUSINESS CONSULTANTS

Tim Muhlhausler CA Registered Company Auditor
Partner

9 / 11 / 2017

Attachment

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INDEPENDENT AUDITOR'S REPORT

To the Members of the City of Prospect

Independent Assurance report on the Internal Controls of the City of Prospect

Opinion

We have audited the compliance of the City of Prospect (the Council) with the requirements of Section 125 of the *Local Government Act 1999* in relation only to the Internal Controls established by the Council to ensure that financial transactions relating to the receipt, expenditure and investment of money, acquisition and disposal of property and incurring of liabilities for the period 1 July 2016 to 30 June 2017 have been conducted properly and in accordance with law.

In our opinion, the City of Prospect has complied, in all material respects, with *Section 125 of the Local Government Act 1999* in relation to Internal Controls established by the Council in relation to the receipt, expenditure and investment of money, acquisition and disposal of property and incurring of liabilities so as to provide reasonable assurance that the financial transactions of the Council have been conducted properly and in accordance with law for the period 1 July 2016 to 30 June 2017.

Basis for Opinion

We conducted our engagement in accordance with applicable Australian Standards on Assurance Engagements ASAE 3100 *Compliance Engagements*, issued by the Australian Auditing and Assurance Standards Board, in order to state whether, in all material respects, the Council has complied with Section 125 of the Local Government Act 1999 in relation only to the Internal Controls specified above for the period 1 July 2016 to 30 June 2017. ASAE 3100 also requires us to comply with the relevant ethical requirements of the Australian professional accounting bodies.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

The Council's Responsibility for Internal controls

The Council is responsible for implementing and maintaining an adequate system of internal controls, in accordance with Section 125 of the *Local Government Act 1999* to ensure that the receipt, expenditure and investment of money, acquisition and disposal of property, and incurring of liabilities have been conducted properly and in accordance with law.

Our Independence and Quality Control

We have complied with the independence and other relevant ethical requirements relating to assurance engagements, and apply Auditing Standard ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement.

Attachment

Auditor's responsibility

Our responsibility is to express an opinion on the Council's compliance with Section 125 of the Local Government Act 1999 in relation only to the Internal Controls established by the Council to ensure that financial transactions relating to the receipt, expenditure and investment of money, acquisition and disposal of property and incurring of liabilities, based on our procedures. Our engagement has been conducted in accordance with applicable Australian Standards on Assurance Engagements ASAE 3100 Compliance Engagements, issued by the Australian Auditing and Assurance Standards Board, in order to state whether, in all material respects, the Council has complied with Section 125 of the Local Government Act 1999 in relation only to the Internal Controls specified above for the period 1 July 2016 to 30 June 2017. ASAE 3100 also requires us to comply with the relevant ethical requirements of the Australian professional accounting bodies.

Our procedures included obtaining an understanding of controls in relation to the receipt, expenditure and investment of money, the acquisition and disposal of property and the incurring of liabilities, evaluating management's assessment of these controls, assessing the risk that a material weakness exists, and testing and evaluating the design and implementation of controls on a sample basis based on the assessed risks.

Limitations of Controls

Because of the inherent limitations of any internal control structure it is possible that, even if the controls are suitably designed and operating effectively, the control objectives may not be achieved so that fraud, error, or non-compliance with laws and regulations may occur and not be detected.

An assurance engagement on controls is not designed to detect all instances of controls operating ineffectively as it is not performed continuously throughout the period and the tests performed are on a sample basis. Any projection of the outcome of the evaluation of controls to future periods is subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with them may deteriorate.

Limitation of Use

This report has been prepared for the members of the Council in Accordance with Section 129 of the Local Government Act 1999 in relation to the Internal Controls Specified above. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the members of the Council, or for any purpose other than which it was prepared

GALPINS ACCOUNTANTS, AUDITORS & BUSINESS CONSULTANTS

Tim Muhlhausler CA, Registered Company Auditor
Partner

9 / 11 / 2017

Attachment

City of Prospect

General Purpose Financial Statements
for the year ended 30 June 2017

Certification of Auditor Independence

To the best of our knowledge and belief, we confirm that, for the purpose of the audit of City of Prospect for the year ended 30 June 2017, the Council's Auditor, Galpins has maintained its independence in accordance with the requirements of the *Local Government Act 1999* and the *Local Government (Financial Management) Regulations 2011* made under that Act.

This statement is prepared in accordance with the requirements of Regulation 22(3) *Local Government (Financial Management) Regulations 2011.*

Cate Hart
CHIEF EXECUTIVE OFFICER

Laurie Koziovic
PRESIDING MEMBER, AUDIT COMMITTEE

Date: 16 October 2017

Attachment

City of Prospect

General Purpose Financial Statements
for the year ended 30 June 2017

Statement by Auditor

I confirm that, for the audit of the financial statements of City of Prospect for the year ended 30 June 2017, I have maintained my independence in accordance with the requirements of APES 110 – Code of Ethics for Professional Accountants, Section 290, published by the Accounting Professional and Ethical Standards Board, in accordance with the *Local Government Act 1999* and the *Local Government (Financial Management) Regulations 2011* made under that Act.

This statement is prepared in accordance with the requirements of Regulation 22 (5) *Local Government (Financial Management) Regulations 2011*.

Timothy Muhlhausler
Galpins Accountants, Auditors and Business Consultants

Dated this 9th day of November 2017.

Attachment

AGENDA ITEM NO.: **13.6**

TO: Council on 28 November 2017

DIRECTOR: Chris Hannaford, Director Business and Innovation

REPORT AUTHOR: Daniel Adams, Economic Development Coordinator

SUBJECT: GigCity Adelaide – Funding Application

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1. EXECUTIVE SUMMARY

The GigCity Adelaide Program, Stage 2 (GigCity) is a State Government initiative aimed at connecting key innovation precincts and their businesses to extremely fast broadband speeds of 1 Gigabit per second (1Gbps) at affordable prices. The Government has provided $7.6 million over five years towards the completion of the program. The program will use the SABRENet fibre backbone to deliver high speed data to businesses. Escapenet has been contracted to be the commercial arm of SABRENet.

City of Prospect is well placed to seek two applications:

- Export Hub – Incubator (Collinswood)
- Prospect Road Innovation Precinct.

The Export Hub proposal is subject to a Commonwealth Government, Incubator Support program, with a focus on the 4th floor of the ABC Building in Collinswood. Council endorsed the submission of this proposal on 23 May 2017. The concept of an Export Hub with an incubation program delivered by the University of Adelaide could also be transferred to Prospect Road in either the vacant office space above the cinema or in the proposed Community Hub Library and Innovation Centre (CLIC).

Prospect Road Innovation Precinct consists of four key sites bounded by two new buildings: CLIC and 98 Prospect Road (office space above new cinema) about to be commissioned. These buildings can provide additional space for incubation to assist innovate business and entrepreneurs. These new spaces are located in proximity to two existing coworking and shared office spaces on Prospect Road – Little City and Business Hub. The GigCity program will connect the four buildings on the western side of Prospect Road and all will have access to truly competitive ultra-fast data. The formation of an innovation precinct will see high levels of collaboration between these businesses and assist in attracting new entrepreneurs, businesses, residents, and investment to Prospect.

2. RECOMMENDATION

(1) That Council having considered Item 13.6 GigCity Adelaide – Funding Application, note and endorse the submission of the funding applications under the State Government's GigCity Adelaide Program Stage 2 for the Export Hub and proposed Prospect Road Innovation Precinct.

(2) That should Council be successful with one or both projects the following legal agreements are brought back to Council for review.

- **Draft User Access Agreement with SABRENet**
- **Memorandum of Understanding with the Department of State Development (DSD).**

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3. RELEVANCE TO CORE STRATEGIES / POLICY

Strategic Plan to 2020 Theme 3 – Prosperity "More jobs, more investment, more activity, more vibrancy"

Strategy 3.1 A stronger local economy Strategy 3.2 A more vibrant night-time Strategy 3.3 Leverage our digital advantage Strategy 3.4 International Prospect	The GigCity project will support our Strategic Plan objectives of a stronger local economy with $10.6 million contribution in year three to GRP. The Prospect Road Innovation Precinct will provide high speed data to attract new businesses. The Export Hub proposal will focus on enabling local businesses to export their services and labour into international markets.

Strategic Plan to 2020 Theme 4 – Services "Leaders of the sector providing efficient, responsive, accessible services"

Strategy 4.1 Excellence in Infrastructure	GigCity will provide internet speeds 10 times faster than the NBN's top tier service, and supports speeds 100 times faster between businesses in Adelaide. This project provides the infrastructure of the future.

Intelligent Community Indicators

1. Broadband	Infrastructure is the foundation of economic competitiveness	GigCity will provide internet speeds 10 times faster than the NBN's top tier service and as such in will increase Prospect's competitiveness.
2. Knowledge Workforce	A labour force that creates economic value through its knowledge, skills and ability to use information effectively	It will work with our existing knowledge workforce and attract innovative businesses. In particular, the collaboration of 4 coworking spaces and incubators with corporate space will ensure a high level of innovation.
3. Innovation	Allowing everyone access to broadband technologies and skills to use them	

4. REGIONAL IMPACT

Support for the Export Hub is being sought from the Eastern Region Alliance (ERA) of Councils which includes six Councils and over 25,000 businesses. The Export Hub incubator will focus on the export of services to the international market. This incubator would seek to serve the eastern suburbs of Adelaide, and work collaboratively with other incubators and co-working spaces. Research undertaken by Econsearch for Council in 2015 indicates that one additional Incubator on Prospect Road will in year three generate 80 new jobs and contribute $10.6 million to Goss Regional Product (GRP). The addition, of the Prospect Road Innovation Precinct and the GigCity proposal would increase demand for space from data intensive businesses to Prospect Road, and hence drive additional jobs, investment and GRP.

5. COMMUNITY INVOLVEMENT

Both the Export Hub and the Prospect Road Innovation Precinct have been discussed with local businesses and coworking spaces. In particular, Little City Coworking Studio and Business Hub have strongly supported the proposal. The Maras Group approached Council to participate in the program for its office space above the Cinemas. The University of Adelaide has also been consulted about both projects and is central to the Export Hub. Letters of support have been received for both projects by participating organisations.

6. DISCUSSION

The GigCity Adelaide Program Stage 2 was launched by the State Government on 17 October 2017 and closed on 10 November 2017. As such a report was not able to be brought to Council prior to taking the opportunity of lodging the applications for funding.

GigCity will be an important project that builds on 8 years of Prospect's Digital Economy Strategy, which was first launched in 2009. Council has been carefully developing a wide range of soft and hard infrastructure project that will facilitate the implementation of GigCity at minimal cost to Government. These include the upgrade of Prospect Road and amendments to planning policy. This has resulted in an urban high street environment with four story apartments and mixed use developments such as the new cinema complex. As part of this upgrade Council has worked with SABRENet to bring fibre into our schools and our Thomas Street Library. Council has also placed vacant conduit in the ground on both sides of Prospect Road. This conduit can be easily accessed by SABRENet or Escapenet to run GigCity fibre down Prospect Road.

The GigCity Guidelines are in **Attachment 1-6**. The State Government has been working with SABRENet to allow commercial access to the high-speed data network owned by the Universities. The SABRENet constitution restricts access for commercial use as the system is intended for research. However, through the development of Innovation Precincts' and the appointment of a commercial operator (Escapenet) the government has been able to gain access for businesses. However, the relationship cannot be directly between SABRENet and a business but must be through a Precinct Manager. In stage one of the program connections have generally been provided to State Government small entities such as Tech in SA (Thebarton Bio Tech Precinct) and Tonsley. While in stage two this can be extended to new precincts and Local Governments.

It is envisaged that Prospect Council would be the 'Precinct Manager'. The role of the Precinct Manager is expected to be one of coordination and administration.

In particular Council would:

- Determine participants within the precinct
- Coordinate meetings
- Liaise with Department of State Development and Escapenet
- Be a conduit for billing but not be responsible for billing of data.

The State Government has enabled Escapnet to be the commercial arm while Council or other research organisations can access the data through the Precinct Manager. Council staff in the Business and Innovation directorate are able to take on the role. It is anticipated to take one staff member one day a week and is core to Prospect's economic vibrancy and growth.

The guidelines for the program also require that if Council is successful Council sign two documents:

- Draft User Access Agreement with SABRENet –is in **Attachment 7-50**
- Memorandum of Understanding with the Department of State Development (DSD).

The Draft User Access Agreement with SABRENet is a standard agreement that allows Council and the three other anchors to access the data and allows SABRENet access to our conduit. The data access fee in our case would be the $179.00 per month or $2,148 per annum. Schedule three allows us to define the precinct and identify the four anchor tenants, including City of Prospect. It also allows us to identify our

business units such as the Civic Centre, Library and Art Gallery and to provide them with access to the data.

In relation to the draft MoU with DSD we are advised that the Department is still developing the MoU; additionally, we have received advice from the program administrator that the MoU will not be legally binding.

It is understood the MoU will seek to identify:

- Businesses in the precinct
- Need to work with Escapenet as the commercial supplier of data
- Expectations of a Precinct Manager
- Branding requirements to promote GigCity.

As Council has not seen the MoU it is proposed that it and the Access Agreement are brought back to Council for consideration, subject to Council being approved for one or both applications.

Export Hub - Proposal

City of Prospect has developed the Export Hub – incubation proposal as reported to Council on 23 May 2017. The Export Hub incubator would be located in the ABC building. An application has been lodged for the program under the Commonwealth's Incubation Support Initiative. It is anticipated that funding for the Export Hub would be available in February 2018. However, the concept could be moved to the Prospect Road Innovation Precinct.

The University of Adelaide will manage the incubation program for the Export Hub. These programs include:

- Export E-Challenge
- Export Incubation Program
- Export Accelerator Program
- Export Launch Pad.

The management of the Export Hub will be undertaken by an existing incubator or coworking space. An Expression of Interest has been developed and Little City and Business Hub will be invited to manage the tenancy aspects of the Export Hub. To participate in the program the State Government via Escapenet would have to make a 1.5km connection from our Thomas Street Library to the ABC building. **Attachment 51-86** is a copy of the Export Hub proposal to the Commonwealth. **Attachment 87-90** is a copy of the Export Hub proposal to the GigCity program.

Proposed Prospect Road Innovation Precinct

Council staff have developed a concept for a Prospect Road Innovation Precinct to align with the objectives of the GigCity program as part of the upgrade of Prospect Road, additional conduit was placed in the ground to facilitate an expansion of the fibre network and enable additional data to be provided. Until recently it has not been necessary to access this resource. However, the advent of two new commercial buildings on Prospect Road and two new coworking spaces has led to an increase in the demand for new businesses and data.

GigCity will be the fibre backbone connecting four major coworking and serviced offices along Prospect Road. In addition, it has been a catalyst to bring those organisations together to focus on innovation, collaboration and incubation.

Attachment 91-94 is a copy of the Prospect Road Innovation Precinct proposal to the GigCity program. **Attachment 95-125** is a draft Innovation Precinct concept which seeks to develop the Prospect Road Innovation Precinct concept.

It is provided not as a fully formed policy paper for Council but rather as a background paper for the GigCity program and will be further developed with Council in the coming months. Indeed, the Digital Economy Strategy 2014 – 2018 will require updating in the coming year and as such it could form the basis for an integration of existing programs with the Innovation Precinct at the centre supported by Network Prospect programs across the Council area. The Prospect Road Innovation Precinct concept also provides support to the CLIC redevelopment.

Role of CLIC

Council will locate the CLIC at the northern end of the Prospect Road Innovation Precinct (replacing its existing Civic Centre administrative facility)

The facility would incorporate the civic centre administration function, library ('library of the future' model), an expanded Digital Hub, and an entrepreneurship space for business professionals. Council is currently seeking to add 380 sqm of space in the building for commercial space. A coworking space for young professionals is a strong contender for this space. The target market would be early stage start-up and graduate students. As such a strong feeder group could be accessed from the University of Adelaide's E-Challenge series. This group would require access to high speed data.

Extensive modelling has been undertaken for a variety of coworking spaces by Council. It indicates that similar coworking spaces are viable at rents between $180-$250 per sqm (net). This space would be linked to all existing incubators in Prospect and particularly with the proposed Export Hub.

The facility would be the northern anchor site for the 'Prospect Road Innovation Precinct' and become an iconic metropolitan destination site positioning City of Prospect as a leader in digital innovation as well as deliver significant foot traffic volumes that would greatly benefit the surrounding 'bricks and mortar' businesses, and increased population.

Financial and Resource Implications

Council is able to provide $5,000 to each project which would be primarily for administration and legal advice to examine the proposed MoU with the State Government and the User Access Agreements with SABRENet. The $5,000 for the Export Hub would come from the existing Business Incubation budget line. The $5,000 for Prospect Road Innovation Precinct would come from the existing Digital Economy budget line.

The GigCity program has a number of price options to access its data. It is understood that Council would be able to receive the $179 per month unlimited data option. This would enable the CLIC coworking spaces to access gigabit speed internet. It is understood that this would also flow to all of Councils other services including: Digital

Hub, library, art gallery and operational functions. As such Council will be able to access high speed data at low costs. It is anticipated that this is likely to result in a cost savings to Council. However, the level of savings will require further investigations. We are advised that even coffee shops in the Tonsley Precinct do have access to the system. This would allow all commercial/retail buildings within the precinct to have access to the GigCity system. As such as long as the premises is commercial and in the precinct the GigCity program could go beyond the proposed four anchors buildings.

7. CONCLUDING STATEMENTS

The inclusion of the proposed Council coworking space in CLIC, in the GigCity program will give us a greater chance of being successfully accepted into the program.

As stated previously the addition of very high speed data to business at low cost and the progression of the Innovation Precinct concept could provide Prospect with both a business and lifestyle competitive advantage. The successful development of this concept is the culmination of eight years of work by Council on its Digital Strategy. The cost to Government to roll out the GigCity program in Prospect is minimal as conduit is already in the ground.

The Export Hub Incubator proposal at Collinswood would also contribute to the growth of Prospect and the Eastern Region. It would be a major accelerator of jobs with a high end incubation program supported by the University of Adelaide.

Commonwealth support is currently being sought for the program. The concept of the Export Hub could also be located on Prospect Road. The two GigCity proposals have been lodged but require Council endorsement. It is anticipated that the Government will make an announcement well before March 2018.

Both proposals can be developed by Council and would make Prospect a centre for Business Innovation supported by our existing programs including Network Prospect and potentially ultrafast broadband through this GigCity proposal.

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Attachments 1-6:	GigCity Guidelines
Attachments 7-50:	Draft User Access Agreement with SABRENet
Attachments 51-86:	Export Hub Proposal to the Commonwealth
Attachments 87-90:	Export Hub Proposal to the GigCity program
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Attachments 95-125:	Draft Innovation Precinct concept

SOUTH AUSTRALIA

Government of South Australia
Department of State Development

GigCity Adelaide Stage 2 Expression of Interest

Guidelines

Attachment

1. Introduction

The GigCity Adelaide Program (GigCity) is a South Australian Government initiative that connects key innovation precincts and their business occupants, with extremely fast broadband speeds of 1 Gigabit per second (1 Gbps) or higher at affordable prices.

The Government is investing $7.6 million over five (5) years until 30 June 2021 towards capital and operating costs, with the aim of driving economic development and job opportunities by overcoming the impediment to innovation caused by the cost of ultra-fast internet. This will help to position Adelaide to compete in the rapidly evolving innovation economy.

At speeds 100 times faster than national average, GigCity will encourage entrepreneurs and businesses with “bandwidth heavy” ideas, products and services to remain in, or relocate to, South Australia. This will enable the development of leading edge, data-intensive and real-time applications in industry sectors such as biotech, advanced manufacturing and film post production.

GigCity is being delivered across the SABRENet fibre-optic network, of which the South Australian Government is a part-owner, where it is feasible to do so. EscapeNet, a local internet services provider with over 21 years’ experience, has been engaged by SABRENet to deliver gigabit-speed connectivity to innovation precincts and their businesses.

Note that GigCity is not available for residential use.

GigCity is being be implemented in two (2) stages, as follows:

- **Stage 1:** Connection of 14 innovation precincts in the metropolitan Adelaide area, with services already available

from early August 2017.

- **Stage 2:** Connection of additional innovation precincts across South Australia including metropolitan Adelaide and regional areas. The regional cities of Mt Gambier and Whyalla are included in Stage 2. It is expected that precincts will be connected commencing in early 2018.

It is expected that GigCity pricing will be consistent with the Stage 1 plans. Details of pricing are available from http://gigcity.com.au/pricing.

2. Process

The South Australian Government has committed funding towards the connection of additional innovation precincts to GigCity as part of Stage 2. While the Department of State Development has received interest from several potential precincts, it is likely that the number of interested precincts will exceed the funds available.

The Department of State Development (DSD) is therefore conducting an Expression of Interest (EOI) process to determine the innovation precincts that will participate in Stage 2. Once the Stage 2 precincts have been selected, DSD will work with SABRENet, EscapeNet and other telecommunications providers as necessary to connect each successful precinct in accordance with an agreed connection schedule.

The process for this EOI is as follows:

1. Applicants must complete the online expression of interest form, which can be found at http://gigcity.com.au/stage2eoi.
2. This EOI is limited to one application per candidate precinct. Applications must be submitted by a precinct, not an individual business within a precinct
3. All applications will be evaluated by an Evaluation Committee against the selection criteria set out in section 14 below. Applicants may be requested to supply additional information about their application as part of this process.
4. Each application must contain all requested information necessary to make an assessment without the need for further written or oral information, unless requested by the Evaluation Committee.
5. Each application will be assessed against the selection criteria.
6. The closing time for applications is **5pm (ACDT) 10 November 2017**.
7. The evaluation of all applications is expected to be completed and applicants notified of the outcome of their application by **December 2017**.
8. GigCity services will be rolled out to successful Stage 2 precincts over a 6-month period, commencing in **January 2018**.

Attachment

3. Definition of Innovation Precinct

For the purposes of GigCity, an innovation precinct is defined as a collection of co-located businesses within a defined geographical area that is managed or coordinated by a governing entity (a 'precinct manager'). The precinct must also, as a whole, be undertaking activities that support innovation and deliver a public benefit. That is, the innovation resulting from the precinct's activities must be beneficial to the community, or to a part of the community, and not merely to individuals or an individual business.

A valid innovation precinct could be a single building that houses several businesses under one roof. Alternatively, it could be a collection of businesses in different buildings. The key ingredient, however, is that the precinct must be managed or coordinated by a common entity (a 'precinct manager') and it must be seen to be supporting innovation as a public benefit.

Note that the following situations do not qualify as a precinct for GigCity purposes:

- Any residential premises (or building zoned for residential purposes, including home-based businesses);
- Any business situated in premises zoned for residential purposes;
- Any business (in non-residential premises) not located within a defined innovation precinct that is managed by a designated precinct manager;
- Precincts that are eligible for connection to the SABRENet network outside of GigCity (e.g. schools and other educational or research institutions).

All applicants must demonstrate that their precinct satisfies the above definition.

4. Role of Precinct Manager

Each GigCity precinct must have a precinct manager, whose functions are:

- To be the primary point of contact for the precinct from a GigCity operational perspective. This may involve liaising with the South Australian Government and/or the GigCity network operator as required.
- To maintain a legal relationship with SABRENet (or an alternative GigCity network operator) for the provision of network infrastructure to the precinct as part of the GigCity Program.
- If SABRENet is the GigCity network operator for the precinct, this will require the precinct manager (or legal representative) to sign a User Access Agreement prior to connection.
- To provide authorisation for businesses within the precinct to obtain a GigCity service.
- Note that once a service has been ordered, individual

Attachment

businesses may deal directly with the GigCity service provider to manage the delivery of that service, if they wish.

5. Role of SABRENet as the GigCity implementation partner

The South Australian Government has contracted SABRENet as its implementation partner for Stage 1 of GigCity. SABRENet is a not-for-profit company, jointly owned by the SA Government, the University of South Australia, the University of Adelaide and Flinders University, that owns and operates an extensive fibre optic network connecting over 190 educational, research and innovation-related entities.

Stage 2 innovation precincts may be connected to GigCity via the SABRENet fibre optic network whenever it is technically, legally and cost-effective to do so. However, there may be some situations in which this is not possible. This may include, for example, a potential precinct being located too far from the existing SABRENet network for a new connection to be economically or legally feasible. For this reason, the South Australian Government may decide to connect certain precincts to GigCity using a network other than SABRENet.

6. Memorandum of Understanding with DSD

All successful GigCity precincts will be required to sign a memorandum of understanding (MOU) between the precinct's managing entity and DSD, specifying what it means to be a GigCity precinct and participate in the program. It will outline the benefits and obligations of both parties, including eligibility requirements, the provision of electricity, participation in marketing activities and rights of access to installed networking equipment. The MOU will also specify the various legal agreements that a precinct must execute to participate in the program.

7. Requirement to sign a User Access Agreement with SABRENet

All GigCity Adelaide precincts that are connected to the SABRENet network must sign a User Access Agreement with SABRENet as a pre-condition of connection. A copy of the standard User Access Agreement is available at http://gigcity.com.au/stage2uaa. The User Access Agreement specifies the rights and obligations of each party with respect to the use of the SABRENet network fibres by the precinct for the purposes of the GigCity Adelaide Program. The User Access Agreement formalises the role of a precinct manager and ensures that the precinct is compliant with SABRENet's approved purpose.

Execution of a User Access Agreement with SABRENet is a pre-condition to joining the GigCity Adelaide network and is an important part of the assessment criteria for this EOI.

8. Agreements with alternative network providers

If a precinct is selected to join GigCity via a network other than SABRENet, the precinct may be required to sign an agreement with that network's operator.

9. Compliance with the Telecommunications Act

The Telecommunications Act (Commonwealth) and related legislation

Attachment

governs the provision of all telecommunications services in Australia. The connection of a new GigCity precinct is predicated on the compliance of that connection with the Telecommunications Act.

10. Cost of connection to the GigCity network

The cost of connecting a new precinct to the GigCity network is a significant factor in assessing potential Stage 2 GigCity precincts. This varies according to several factors, including the precinct's physical location, distance or cost to connect to a fibre optic network. Information about an applicant's proximity to the GigCity network will be obtained by DSD as part of the assessment process. The applicant is not required to assess this cost or the method for connecting to the GigCity network.

11. Financial co-contribution to the cost of connection

There is a considerable cost involved in connecting a precinct to the GigCity network. This includes surveying, civil construction works, the supply of fibre optic cables and network engineering.

While it is not a mandatory requirement, financial co-contributions towards the costs of connection will be favourably considered as part of the assessment process. If financial co-contributions are offered, this may require the precinct to enter into a funding agreement with the South Australian Government.

12. Operational status and availability to take up GigCity services

It is recognised that some precincts may not yet be operational but intend to commence operations shortly. Equally, some precincts may be operational but have existing long-term contractual relationships with another internet service provider that prevent the precinct (and its businesses) from immediately taking up a GigCity service.

Preference will be given to precincts that are currently operational and can take up GigCity services shortly after joining the GigCity network.

13. Commitment to remain at premises until 30 June 2021

The South Australian Government has committed total funding of $7.6 million to the GigCity until 30 June 2021. Given the potentially significant cost of relocating a GigCity connection to a different location, preference will be given to applicants that can demonstrate that they intend to remain in the current (or proposed) premises until at least 30 June 2021.

14. Expected growth in businesses and employment

A key objective of GigCity is to attract businesses to, and retain businesses in South Australia and boost employment. Successful precincts will need to demonstrate a need for affordable gigabit-speed internet connectivity and outline how this will lead to significant growth within the precinct, both in terms of new businesses and new jobs.

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15. Evaluation committee and selection process

All applications will be assessed by an Evaluation Committee, established by the Department of State Development (DSD), against selection criteria that have been approved by the Minister for Science and Information Economy. The key selection criteria are outlined below.

- The extent to which the precinct is currently operational and can be physically connected to the GigCity network within the project's timeframes.
- The cost of connection to the GigCity network. Note that this will be determined by DSD, in conjunction with the GigCity network operators.
- The size of the financial co-contribution (if any) that the precinct's managing entity is prepared to commit towards a connection to the GigCity network.
- The extent to which the precinct is engaged in activities that can be classified as 'support for innovation' (see definition in Section 3 above).
- The expected economic benefit to the State of South Australia of connecting the precinct to the GigCity network.

These criteria are reflected in the questions asked of all applicants in the online application form, which can be found at http://gigcity.com.au/stage2eoi.

Applicants should also note that the Minister for Science and Information Economy reserves the right to select any precinct to join the GigCity network at any time, regardless of the outcome of this EOI process.

16. Disclaimer

Participation in this EOI process is strictly at the applicant's own risk and does not constitute a legal contract and does not impose obligations on the South Australian Government or the applicant.

Any precincts chosen as a result of this EOI may be required to enter into legally-binding contracts with the South Australian Government, SABRENet or other entities to give effect to formal participation in the program.

Attachment

Adelaide Gig City Program

[*Insert Precinct Name*]

User Access Agreement

SABRENet Ltd (**Company**)

[*insert name of User*] (**User**)

Attachment

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T +61 8 8233 5555 F +61 8 8233 5556
minterellison.com

MinterEllison

Adelaide GIG City Program - User Access Agreement

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Details

Date 2017

Parties

Name	**SABRENet Ltd**
ABN	32 115 957 090
Short form name	**Company**
Notice details	Hedge House, Building 14, Little Queen Street, Thebarton SA 5031 Email: ralph.leonard@sabrenet.com.au Attention: Ralph Leonard, Chief Executive Officer

Name	[*insert user name*]
ABN	[*insert ABN number*]
Short form name	**User**
Notice details	[*insert notification address details*] Email: [*insert email number*] Attention: [*insert contact person*]

Background

A The Company owns a dark fibre optical cable network, known as SABRENet (an acronym for 'South Australian Broadband Research and Education Network') linking various South Australian research, education and innovation sites and forming part of the Australian Research and Education Network.

B The Company has been appointed by the Minister for Science and Information Economy as the implementation partner for the Adelaide Gig City Program, which program has been formulated to provide access to highly affordable gigabit speed data and internet services (**Gig City Services**) to 14 designated research, education and innovation sites in the greater Adelaide region.

C Under the terms of the 'Adelaide Gig City Program Funding Agreement', the Company is responsible for:

(i) the provision and maintenance of the Network (including necessary optic fibre cabling) to each Precinct;

(ii) the provision of at least one SABRENet fibre circuit from each Precinct to a point of connection with the Gig City Services; and

(iii) managing the procurement of services to provide Gig City Services, using SABRENet fibre circuits, to each Precinct.

D The Company has granted to the Service Provider the right to connect the Assets to the Network and access and use the Network, together with the Assets, to provide Gig City Services to the User.

E The User is the [owner of the Precinct] / [authorised representative and manager for the Precinct] and wishes to acquire Gig City Services from the Service Provider.

F The Company has agreed to grant, and the User has agreed to acquire, the right to access and use the Allocated Fibres in accordance with the terms and conditions of this Access Agreement.

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Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Access Agreement:

Access Agreement means this access agreement entered into between the Parties.

Access Rights means:

(a) all rights of way, easements, licences, authorisations, permits and other agreements relating to the grant of rights or interests in real property over any portion of the Precinct in which the Network or the Assets are located; and

(b) any other access agreement or arrangement with a third party that is necessary to maintain and operate the Network and Assets located at the Precinct.

Access Fee means the fee (if any) specified in **Item 1** of **Schedule 1** and includes any variation or addition to that fee that is subsequently agreed under **clause 2.4**.

Additional Services means a service related to accessing and using any Allocated Fibres listed in **Table 2** of **Schedule 2**, which the Company agrees to provide to the User in accordance with **clause 2.4**.

Allocated Fibres means the unterminated dark fibres on the Network that:

(a) have been allocated to the User by the Company as at the date of this Access Agreement in accordance with **Part A** of **Schedule 2** (which fibres are listed in **Table 1** of **Schedule 2**); and

(b) are allocated to the User by the Company in accordance with **clause 2.4** from time to time (which fibres will be listed in **Table 2** of **Schedule 2**).

Applicable Laws means the Telecommunications Act, the Approvals and any other legislation, rules, regulations, codes of conduct, licence conditions or other regulatory instruments which:

(a) are directly or indirectly binding on or are expressed to apply to the Company or User; or

(b) relate to the Network Infrastructure, the Assets, the Precinct or the provision or receipt of any of the Services.

Approval means any right, approval, declaration, certificate, consent, exemption, filing, licence, notarisation, permit, authorisation, registration, ruling, statutory required policy of insurance or waiver (and any renewal or variation of any of them) by or with a Government or regulatory department, body, instrumentality, minister, agency or other authority or any other person exercising an authority granted to it under an Applicable Law.

Approved Purposes has the meaning given in **clause 6.3**.

Assets means all equipment installed at the Precinct for the purpose of connecting the Network Infrastructure with the User's Equipment and providing Gig City Services.

Authorised Entity means an entity (other than the Service Provider) that the User authorises and permits to access and use the Services in accordance with **clause 5.1**.

Base Service means the granting to the User of the right to access and use the Allocated Fibres listed in **Table 1** of **Schedule 2** in accordance with this Access Agreement.

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

Business Hours means from 9.00am to 5.00pm on a Business Day.

Commencement Date means the later of:

(a) the date specified in **Item 2** of **Schedule 1**; and

(b) the Business Day after the date on which the Company notifies the User that the Services are available for use by the User.

Confidential Information means, in relation to a Party, any information of that Party that is:

(a) treated by that Party as confidential; and

(b) disclosed by that Party to another Party, or of which another Party becomes aware, whether before or after the date of this Access Agreement,

including any trade secrets, operational know-how, or any information concerning the organisation, management, business affairs or finances of that Party.

End Date means the date specified in **Item 3** of **Schedule 1**.

Force Majeure Event affecting a Party means anything outside that Party's reasonable control including fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, and act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including subcontractors, customers, governments or government agencies).

Gig City Services has the meaning given in **paragraph B** of the **Background**.

Initial Term means the period specified in **clause 3.1**.

Insolvency Event means any insolvency-related event that is suffered by a Party, including where:

(a) the Party ceases to carry on business;

(b) the Party ceases to be able to pay its debts as they become due;

(c) the Party disposes of the whole or any substantial part of its assets, operations or business other than in the normal course of business (other than in the case of a solvent reconstruction or reorganisation);

(d) any step is taken by a mortgagee to take possession or dispose of the whole or part of the Party's assets, operations or business;

(e) any step is taken to enter into any arrangement between the Party and its creditors (other than in the case of a solvent reconstruction or reorganisation); or

(f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator, or other like person of the whole or part of the Party's assets, operation or business.

Network means the SABRENet dark fibre optical cable network established by the Company and described in **paragraph A** of the **Background**.

Network Access Policy means the Company's SABRENet Network Access Policy as modified, amended or replaced from time to time. The current version of the Network Access Policy is set out in **Attachment C**.

Attachment

Network Infrastructure means the Network and all related conduit, ductwork, access pits, termination enclosures and other infrastructure owned by the Company and used for the purposes of the Network.

Notice will have the meaning given in **clause 15.1**.

Operator means Amcom Pty Ltd ABN 33 009 336 341.

Party means a party to this Access Agreement.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth)

Precinct has the meaning given in **Item 4** of **Schedule 1**.

Related Agreement means an agreement between the Company and the User listed in **Item 5** of **Schedule 1**.

SABRENet Operation and Maintenance Deed means the deed of that title made between the Company and the Operator.

SABRENet Technical Standards means the technical specifications and standards prescribing the manner in which persons allocated usage rights on the Network may access and use the Network, and related equipment and other requirements issued by the Company from time to time, as set out in the SABRENet Operation and Maintenance Manual. The SABRENet technical standards as at the date of execution of this Access Agreement are set out in **Attachment A**.

Services means the Base Services and any Additional Services.

Service Standards means the service standards applying from time to time to the maintenance of the Network by the Operator which service standards as at the date of this Access Agreement are set out in **Attachment B**.

Service Provider means a service provider who is authorised by the Company to provide the Gig City Services as notified by the Company to the User from time to time.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term means the Initial Term, as extended (if applicable) under **clause 3.2**.

User's Equipment means all equipment installed at the Precinct from time to time that is required for the purpose of connecting the Network or the Assets with the User's or the Precinct's telecommunication infrastructure and for the avoidance of doubt excludes the Network and the Assets.

1.2 Interpretation

In this Access Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule, attachment or annexure is to a clause or paragraph of, or schedule, attachment or annexure to this Access Agreement, and a reference to this Access Agreement includes any schedule, attachment or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to 'A$', '$A', 'dollar' or '$' is to Australian currency;

(f) a reference to a party to a document (including this Access Agreement) includes the party's executors, administrators, successors and permitted assigns and substitutes;

Attachment

(g) a reference to a person or entity includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

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

(j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Access Agreement or any part of it;

(k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

(l) headings are for ease of reference only and do not affect interpretation.

2. Right of access

2.1 Access to Network via the Allocated Fibres

On and from the Commencement Date, the User is entitled to access and use the Network, by means of the Allocated Fibres and in accordance with the terms and conditions of this Access Agreement.

2.2 User acknowledgements

The User acknowledges and agrees that:

(a) the Allocated Fibres are provided as dark fibres presented for connection in termination enclosures;

(b) it is the responsibility of the User, at its own expense, to:

(i) arrange for and maintain its own connection to the Assets and (where applicable) any Allocated Fibres used to provide Additional Services; and

(ii) acquire, install, operate and maintain the User Equipment required for that purpose throughout the Term and in accordance with the requirements of the Network Access Policy and this Access Agreement;

(c) the Allocated Fibres and any other infrastructure established or provided by the Company for the purpose of enabling the User to access and use the Network remains part of the Network Infrastructure and is owned by the Company;

(d) without limiting paragraph (c), the Network Infrastructure is and will remain the property of the Company irrespective of the manner in which any hardware or part of it is attached or secured to the Precinct or any other land or buildings; and

(e) the Company has no obligations to the User, other than to:

(i) provide the Services; and

(ii) operate and maintain the Network for the duration of the Term,

in accordance with the requirements of this Access Agreement.

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2.3 Access Rights

The User grants to the Company and its employees, agents and contractors (including the Service Provider) all rights of access to the Precinct that are reasonably required by the Company and their employees, agents and contractors to:

(a) install, locate, operate and maintain any Assets or any part of the Network Infrastructure on the Precinct; and

(b) access and use those Assets and that part of the Network to provide (amongst other things) the Gig City Services.

2.4 Additional Services

(a) The User may issue a written request (in a form nominated by the Company from time to time) for the Company to provide additional unterminated dark fibres on the Network.

(b) The Company is under no obligation to provide, or to respond to any request to provide, any additional unterminated dark fibres on the Network.

(c) If the Company is able to provide some or all of the additional fibres requested by the User, the Company will submit a written quotation specifying the fees payable for the additional fibres, the estimated timeframe for those additional fibres to become available and the other terms and conditions which will apply to the provision, access and use of those additional fibres (**Quote**).

(d) On receipt of a Quote, the User will notify the Company in writing by the expiry date specified in that Quote whether it:

(i) accepts the Quote; or

(ii) rejects the Quote.

(e) If the User accepts a Quote, from the date specified in the Quote (or such other date as may be nominated by the Company in writing):

(i) the additional fibres described in the Quote will be incorporated into **Table 2** of **Schedule 2** and will be Allocated Fibres for the purposes of this Access Agreement;

(ii) the fees specified in the Quote for the additional fibres will be considered part of the Access Fee and incorporated into **Item 1** of **Schedule 1**for the purposes of this Access Agreement; and

(iii) this Access Agreement will be amended to reflect the terms and conditions which will apply to the provision, access and use of those additional fibres.

(f) If the User rejects a Quote pursuant to this **clause 2.4**, the terms of this Access Agreement will continue unvaried.

3. Term and extension

3.1 Term

Subject to **clause 3.2**, this Access Agreement will come into operation on the date it is executed by all of the Parties and will continue in force until the End Date (**Initial Term**), unless terminated earlier in accordance with **clause 10**.

3.2 Extension of Initial Term

(a) The Initial Term may be extended by agreement between the Parties.

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(b) If a Party wishes to seek an extension to the Term, it must serve a Notice on the other Party not less than 60 Business Day prior to the end of the then current Term, setting out the requested period of the extension and any amendments to the terms and conditions of the Access Agreement proposed to apply during that extension.

(c) Upon receipt of a request for an extension of the Term under **paragraph (b)**, the Parties will enter into good faith negotiations with a view to agreeing the period of any extension and the terms and conditions applying during that extension.

(d) However, nothing in this **clause 3.2** requires a Party to agree to an extension or to any amendments to the terms and conditions of the Access Agreement applying during an extension. If the Parties have not reached agreement within 20 Business Days of commencing negotiations either Party may withdraw from those negotiations by Notice to the other Party.

4. Fees and payment

4.1 Access Fee

The User must pay the Access Fee to the Company in the manner and at the time specified in **Item 1** of **Schedule 1**.

5. Scope of access right

5.1 Authorised Entities

The User's right to use the Allocated Fibres will include the right to authorise and permit the occupants of the Precinct and the other entities specified in **Schedule 3** to make use of the Allocated Fibres.

5.2 Company to be notified of changes to Authorised Entities

The User must notify the Company in writing if the User wishes to change or add to the entities specified in **Schedule 3**.

6. Use requirements

6.1 Network access conditions

It is a condition of the User's continued right to access and use the Allocated Fibres under this Access Agreement that the User must, at all times during the Term, ensure that:

(a) the Allocated Fibres are used only for Approved Purposes; and

(b) all Authorised Entities comply with the Network Access Policy and all directions issued by the Company under the Network Access Policy.

6.2 General obligations of the User

Without limiting **clause 6.1**, the User must:

(a) only use (and ensure that each Authorised Entity only uses) the Allocated Fibres for lawful purposes and in accordance with all Applicable Laws;

(b) not use the Allocated Fibres or allow the Allocated Fibres to be used in any manner that may expose the Company to legal liability, loss or damage;

(c) without limiting **clauses 6.2(a)** and **(b)**, comply with the applicable provisions of the Telecommunications Act and all other Applicable Laws relating to the use of the Allocated Fibres;

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(d) not (and must ensure that its Authorised Entities and their respective employees, contractors and agents do not), tamper or interfere with any of the Company's, Service Provider's or Operator's equipment, infrastructure or other property within or forming part of the Network Infrastructure;

(e) use all reasonable efforts to avoid damage or any disruption to or degradation of the performance of any of the equipment, infrastructure and property referred to in **paragraph (d)**;

(f) obey the lawful directions of the Company, Service Provider or Operator in all things relating to the Network; and

(g) do all things required on its part to enable the Company to comply with the terms and conditions of each relevant Approval and Access Right.

6.3 Approved Purposes

The '**Approved Purposes**' are purposes that are principally related to:

(a) the provision of education and training in South Australia;

(b) the conduct or coordination of research in South Australia;

(c) supporting innovation in South Australia;

(d) the administration of the activities referred to in **paragraphs (a)** to **(c)**;

(e) the provision of support or ancillary services to persons engaging in the activities referred to in **paragraphs (a)** to **(c)**; and

(f) the doing of all things conducive to the achievement of the activities referred to in **paragraphs (a)** to **(c)**,

(collectively, the **Approved Purposes**).

6.4 Responsibility for Authorised Entities

(a) The User accepts full responsibility and liability for anything done or omitted to be done by an Authorised Entity.

(b) The Company is entitled to treat:

(i) access to and use of the Allocated Fibres by an Authorised Entity as access to and use of the Allocated Fibres by the User itself; and

(ii) the acts and omissions of Authorised Entities as the acts and omissions of the User itself.

7. Connection requirements

7.1 Connection requirements

The User must comply with the requirements applying to the User and the User's Equipment as set out in **Schedule 4**.

7.2 User's Equipment

Except as set out in **Schedule 4**, the User must provide and install, or procure the provision and installation of, at its own cost, all equipment that is required for the purpose of connecting the Network or the Assets with the User's telecommunication infrastructure (**User's Equipment**).

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7.3 Maintenance of User's Equipment

The User will retain ownership of and will be responsible for the maintenance of the User's Equipment.

7.4 Compliance with SABRENet Technical Standards

When:

(a) installing, maintaining, repairing or replacing any item of the User's Equipment;

(b) connecting any item of the User's Equipment to the Network or the Assets; or

(c) carrying out any work in connection with the User's Equipment,

the User must comply in all respects with the relevant SABRENet Technical Standards.

7.5 User's Equipment to be identified

Where practicable, the User will label or mark the User's Equipment to identify the relevant items as its property. The Company will not tamper with or remove these notices.

7.6 Removal and replacement of User's Equipment

The User may, from time to time as necessary, remove and replace any of the User's Equipment, on reasonable prior notice to the Company.

7.7 Maintenance of the Network Infrastructure

(a) The Company will be responsible for the maintenance of the Network Infrastructure.

(b) The User will cooperate with the Company by providing access and facilities as reasonably necessary to enable the Company to maintain the Network Infrastructure.

(c) Where practicable, the Company will label or mark its equipment and infrastructure with notices identifying the relevant items as the property of the Company. The User will not tamper with or remove these notices.

8. Network performance and availability

8.1 Network operating standards

The User acknowledges and agrees that:

(a) the Network is operated and maintained in accordance with the Service Standards;

(b) because the Network is in the nature of passive infrastructure, the Service Standards do not extend to the performance and availability of active services implemented on the Network;

(c) it is likely that the Service Standards are significantly lower than those that may be required for the User's critical applications (that is, applications where Network failure may have implications for the health and safety of individuals, public safety, national security, the course of commercial transactions or other important matters); and

(d) the User has taken these matters into account in entering into this Access Agreement.

8.2 Operator's role

The User acknowledges that the Operator will maintain the Network for the Company under the SABRENet Operation and Maintenance Deed, and that upon the termination or expiry of that deed the Company will subcontract the maintenance of the Network to an appropriate alternative service provider.

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8.3 Suspension of access for maintenance

(a) The User acknowledges and agrees that, in order to carry out required maintenance and repairs on the Network or the Assets, it may be necessary to suspend the Services.

(b) The Company will endeavour to ensure that:

(i) wherever practicable, the User receives prior Notice of any such suspension, and the timing of the suspension is determined in consultation with the User; and

(ii) the period of the suspension is as short as is reasonably practicable.

(c) The User acknowledges and agrees that the Company may suspend the User's access rights without notice if the Company considers that it is necessary to do so to prevent the death of, or personal injury to, any person or the destruction of, or damage to, any property.

(d) The User agrees that the Company will not be liable to the User, an Authorised Entity or any other person for any losses, damages, costs or expenses incurred or sustained by any of them as a result of the suspension of the User's access rights under this **clause 8.3**.

8.4 Suspension of access for default

(a) In addition to other rights the Company may have under this Access Agreement, if the User breaches any provision of this Access Agreement and fails to remedy that breach within 14 days of receiving a request from the Company requiring it to do so, the Company may suspend the Services until the User remedies that breach to the reasonable satisfaction of the Company.

(b) Suspension of the Services will not prejudice, or operate as a waiver of, the Company's right to terminate this Access Agreement in accordance with **clause 10**.

(c) The User agrees that the Company will not be liable to the User, an Authorised Entity or any other person for any losses, damages, costs or expenses incurred or sustained by any of them as a result of the suspension of any of the Services under this **clause 8.4**.

9. Goods and Services Tax

9.1 Consideration does not include GST

Unless specifically described in this Access Agreement as 'GST inclusive', any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this Access Agreement does not include any amount on account of GST.

9.2 Gross up of consideration

Where any supply to be made by one Party (**Supplier**) to another Party (**Recipient**) under or in accordance with this Access Agreement is subject to GST (other than a supply the consideration for which is specifically described in this Access Agreement as 'GST inclusive'):

(a) the consideration payable or to be provided for that supply but for the application of this clause (**GST Exclusive Consideration**) shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and

(b) the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.

9.3 Reimbursements

If any payment to be made to a Party under or in accordance with this Access Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by

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that Party, then the amount of the payment must be reduced by the amount of any input tax credit to which that Party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with **clause 9.2**.

9.4 Tax invoices

The Supplier must issue a tax invoice to the Recipient in respect of any taxable supply made by the Supplier under or in accordance with this Access Agreement, as a prerequisite to payment.

9.5 Adjustments

If an adjustment event has occurred in respect of a taxable supply made under or in accordance with this Access Agreement, any Party that becomes aware of the occurrence of that adjustment event must notify each other Party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.

9.6 Interpretation

A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this **clause 9**.

10. Termination

10.1 Termination by the User

The User may terminate this Access Agreement at any time by giving 20 Business Days' prior Notice to the Company.

10.2 Termination by the Company

The Company may terminate this Access Agreement immediately by Notice to the User if the User:

(a) fails to pay any Access Fees in accordance with this Access Agreement;

(b) commits a material breach of this Access Agreement that is, in the reasonable opinion of the Company, incapable of being remedied;

(c) commits a material breach of this Access Agreement (other than a breach covered by **paragraph (a)**) that is capable of being remedied and fails to remedy that breach within 20 Business Days of receiving a request from the Company requiring the User to do so; or

(d) suffers an Insolvency Event.

10.3 On termination or expiry

On termination or expiry of this Access Agreement:

(a) all outstanding Access Fees, charges and other amounts due or payable by the User under this Access Agreement must be paid by the User immediately;

(b) the Company will not be obliged to refund to the User any Access Fees, charges or other amounts paid by the User under this Access Agreement prior to termination of this Access Agreement under **clause 10.1** or expiry of this Access Agreement;

(c) the User's right to receive the Services and, in particular, access the Allocated Fibres ceases;

(d) the User must immediately disconnect, or allow the Company to disconnect the User's Equipment connected to the Assets or the Network Infrastructure (and if the User effects

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the disconnection, the User must ensure that no damage is thereby caused to the Network Infrastructure or Assets);

(e) the User must allow the Company reasonable access to the User's premises for the purpose of disconnecting, dismantling and removing any of the Network Infrastructure or Assets then on the User's premises, and give all reasonable assistance requested by the Company for that purpose; and

(f) the User must promptly return or destroy all documents or materials provided by the Company which contain the Company's Confidential Information, together with any reproductions in any material form of such documents or materials (except those that the User is required by law to retain).

10.4 Effect of termination or expiry

The termination or expiry of this Access Agreement will not affect any rights or liabilities that accrued prior to the date of termination or expiry.

10.5 Survival of certain provisions

The provisions of **clauses 6.4** (Responsibility for Authorised Entities), **10** (Termination), **12** (Publicity and confidentiality), **13** (Indemnity), **14** (Liability) and **17.7** (Governing law) will survive the termination or expiry of this Access Agreement.

11. Force majeure

11.1 Occurrence of Force Majeure Event

If a Force Majeure Event affecting a Party precludes that Party (**Precluded Party**) partially or wholly from complying with its obligations (except its payment obligations) under this Access Agreement then:

(a) as soon as reasonably practicable after that Force Majeure Event arises, the Precluded Party must notify the other Parties of:

(i) the Force Majeure Event;

(ii) which obligations the Precluded Party is precluded from performing (**Affected Obligations**);

(iii) the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations (**Precluded Extent**); and

(iv) the expected duration of the delay arising directly out of the Force Majeure Event;

(b) the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the delay arising out of the Force Majeure Event (**Actual Delay**); and

(c) the other Party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

12. Publicity and Confidentiality

12.1 Publicity

No public announcement or communication relating to the negotiations of this Access Agreement or the subject matter or terms of this Access Agreement is to be made or authorised by or on behalf of any Party without the prior written approval of the other Parties.

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12.2 Confidentiality

(a) Subject to **clause 12.2(b)**, each Party agrees that all Confidential Information of another Party is confidential and must not be disclosed or otherwise placed at the disposal of any person not being a Party to this Access Agreement, except:

(i) to shareholders, Government agencies and their employees, legal advisers, auditors and other consultants;

(ii) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Access Agreement; or

(iii) with the consent of the Party who supplied the information or to whom it relates; or

(iv) if the information was prior to the date of this Access Agreement lawfully in the possession of the recipient of the information through a source other than the Party who supplied the information or to whom it relates; or

(v) if required by law or a stock exchange; or

(vi) if strictly and necessarily required in connection with legal proceedings relating to this Access Agreement; or

(vii) if the information is or becomes generally and publicly available other than through the default of the Party who discloses the information.

(b) The User acknowledges and agrees that the Company and the Minister for Science and Information Economy may disclose this Access Agreement and/or information in relation to this Access Agreement in either, printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.

13. Indemnity

13.1 Indemnity by User

Subject to **clause 13.2**, the User must at all times indemnify the Company and its respective officers, employees and agents (**Indemnified Persons**) from and against any claims, costs, damages, losses (including reasonable legal costs and expenses) or liabilities incurred or suffered by each Indemnified Person as a result of:

(a) any breach of, or failure to comply with, any provision of this Access Agreement by the User, or an act or omission of an Authorised Entity;

(b) any negligence, wrongful act or omission or breach of duty of:

(i) the User;

(ii) an Authorised Entity;

(iii) any person who is not an Authorised Entity who obtains access to the Allocated Fibres; or

(iv) the employees, agents or subcontractors of any of the parties referred to in **subparagraphs (i), (ii) or (iii)**; or

(c) any use of the Allocated Fibres by:

(i) the User;

(ii) an Authorised Entity; or

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(iii) any person who is not an Authorised Entity who obtains access to the Allocated Fibres,

except that the User's liability to indemnify a particular Indemnified Person under this **clause 13.1** will be reduced proportionately to the extent that any wilful misconduct, or negligent act or omission on the part of that Indemnified Person contributed directly to the claim costs, damages, losses or liabilities incurred or suffered by that Indemnified Person.

13.2 Indirect losses

The User will not be liable to indemnify the Company under **clause 13.1** for any consequential or indirect loss or damage (including loss of profits and loss of revenue).

13.3 Indemnity for Authorised Entity claims

If the User allows an Authorised Entity to use the Services or the Gig City Services, the User must at all times indemnify the Company from and against all losses (including consequential losses), costs, damages and expenses that the Company may suffer or incur as a result of any action, claim, dispute, suit or proceeding brought or made against the Company by the Authorised Entity relating directly or indirectly to the provision of the Services or the Gig City Services or the operation of the Network or Assets generally.

14. Liability

14.1 Warranties excluded

(a) The Company excludes all implied conditions and warranties, including:

(i) any warranty of merchantability or fitness for a particular purpose of the Network or the Services;

(ii) any warranty as to the compatibility of the Network with the User's Equipment; and

(iii) any warranty regarding continuity of access to, or availability of the Network or the Services,

but excluding any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this **clause 14.1** to be void (**Non-excludable Condition**).

(b) In the case of a breach of a Non-excludable Condition, the Company's liability to the User is limited, at the Company's option (whichever is applicable):

(i) in the case of supply of goods, to the re-supply of such goods, the supply of equivalent goods, the repair of those goods or the payment of costs of such re-supply, supply or repair; or

(ii) in the case of supply of a service, to refunding the price of the services in respect of which the breach has occurred or providing those services again.

14.2 Exclusion of liability

(a) Installation and use of, and access to, the User's Equipment is entirely at the risk of the User and its Authorised Entities. The Company will not accept responsibility for or be liable to the User, an Authorised Entity or any other person for any loss, damage or injury to persons or property, arising out of the installation, use, maintenance or removal of the User's Equipment.

(b) Subject to **clause 14.1(b),** the Company will not accept responsibility for, or be liable to the User, an Authorised Entity or any other person for any loss or damage that may arise

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as a result of failure or unavailability for any cause of the Network, the Assets, the User's Equipment, the Services or the Gig City Services.

(c) Without limiting **clause 14.2(a)** and **14.2(b)** but subject to **clause 14.1**, the Company will not be liable for any indirect or consequential loss, damage, costs or expenses awarded against, or incurred by the User or an Authorised Entity in connection with the use of the Network, the Assets, the User's Equipment or the receipt of the Services or the Gig City Services including loss profits, anticipated loss of profits, loss of revenue, loss of business opportunity, cost savings or anticipated cost savings, loss of production, loss of use, loss of loss of or damage to goodwill, loss of data or additional expenses that may be incurred due to a breach of contract.

14.3 Cap on liability

(a) Subject to **clauses 14.1(b)** and **14.3(b)**, the Company's aggregate liability to the User and to all of its Authorised Entities arising out of all claims, suits, demands, actions or proceedings brought by or on behalf of the User or an Authorised Entity for any loss or liability suffered, claimed from, or incurred by the User or an Authorised Entity that is directly or indirectly related to this Access Agreement (including as a result of any negligent act or omission of the Company) is limited to an amount equal to the Access Fee paid by the User during the 12 months period prior to the date on which the first cause of action giving rise to such claims, suits, demands, actions or proceedings arose.

(b) **Clause 14.3(a)** will not apply in respect of liability of the Company for:

(i) the death or illness of, or personal injury to any person; or

(ii) the loss or destruction of, or damage to any tangible property,

arising from the negligence or wilful misconduct of the Company or its employees, agents or contractors, but the Company's aggregate liability in respect of such events is limited to an amount equal to the amount recovered by the Company in respect of such events under its public liability insurance policy from time to time.

(c) This **clause 14.3** is to be read subject to **clause 14.2**.

15. Notices and other communications

15.1 Service of notices

A notice, demand, consent, approval or other communication under this Access Agreement (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post or email to each recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

15.2 Effective on receipt

A Notice given in accordance with **clause 15.1** takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the sixth Business Day after the date of posting (or on the twelfth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by email, upon receipt by the sender of confirmation that the recipient has received and opened the email message,

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but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

16. Dispute resolution

16.1 No arbitration or court proceedings

If a dispute arises out of this Access Agreement (**Dispute**), a Party must comply with this **clause 16** before starting arbitration or court proceedings (except proceedings for interlocutory relief).

16.2 Notification

A Party claiming a Dispute has arisen must give the other Party a Notice setting out the details of the Dispute.

16.3 Parties to resolve Dispute

During the 10 Business Day period after a Notice is given under **clause 16.2** (or longer period if the Parties agree in writing), each Party must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

16.4 Appointment of mediator

If the Parties cannot agree on a mediator within 5 Business Days after a request under **clause 16.3**, the chairman of Resolution Institute ACN 008 651 232 or the chairman's nominee will appoint a mediator.

16.5 Role of mediator

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party unless the Party agrees in writing.

16.6 Confidentiality

Any information or documents disclosed by a Party under this **clause 16:**

(a) must be kept confidential; and

(b) may only be used to attempt to resolve the Dispute.

16.7 Costs

Each Party must pay its own costs of complying with this **clause 16**. The User must pay the costs of any mediator.

16.8 Termination of process

A Party may terminate the dispute resolution process by giving Notice to the other Party after it has complied with **clauses 16.1** to **16.3**. **Clauses 16.6** and **16.7** survive termination of the dispute resolution process.

16.9 Breach of this clause

If a Party breaches **clauses 16.1** to **16.8**, the other Party does not have to comply with those clauses in relation to the Dispute.

17. General

17.1 Further action

Each Party must do or cause to be done all things necessary or desirable to give effect to, and must refrain from doing anything that would hinder performance of, this Access Agreement.

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17.2 Relationship

Nothing in this Access Agreement constitutes a relationship of employer and employee, principal and agent or partnership between the Company and the User.

17.3 Severance

The Parties agree that:

(a) in any construction of this Access Agreement by any person with authority to do so (including a court) a construction of this Access Agreement that results in all provisions of this Access Agreement being legal and enforceable is to be applied; and

(b) if, despite a construction in accordance with **paragraph (a)**, a provision is illegal or unenforceable then:

(i) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; or

(ii) in any other case, the provision is severed,

and the rest of this Access Agreement continues to be legal and enforceable.

17.4 Assignment by Company

(a) The Company can sub-license, assign, sell, transfer, encumber or otherwise deal with or dispose of any of its rights under this Access Agreement by notice to the User.

17.5 Assignment by User

(a) Except as expressly permitted by this Access Agreement, the User may not sub-license, assign, sell, transfer, encumber or otherwise deal with or dispose of any of its rights under this Access Agreement, without the prior written consent of the Company.

(b) The Company may grant or withhold their consent referred to in **clause 17.5(a)** at its absolute discretion, and may impose such conditions as it sees fit on the grant of its consent.

17.6 Costs

Each Party must pay its own costs of negotiating, preparing and executing this Access Agreement.

17.7 Governing law

This Access Agreement is governed by the law applicable in South Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of South Australia.

17.8 Entire Agreement

(a) This Access Agreement and any Related Agreement constitute the entire agreement between the Parties in relation to its subject matter and supersedes any prior understanding or agreement between all of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

(b) In the event of any inconsistency between this Access Agreement and a Related Agreement, this Access Agreement will prevail to the extent of the inconsistency.

17.9 Authority to enter into Access Agreement

Each Party (in this **clause 17.9** called the **Representing Party**) represents and warrants to the other Party that each of the following statements relating to it is correct:

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(a) the Representing Party is duly constituted and validly existing under the laws of its jurisdiction of incorporation and has full corporate power and authority to enter into, perform and observe its obligations and duties under this Access Agreement;

(b) the Representing Party has entered into this Access Agreement in its own right and not as trustee of any trust or as an agent or nominee on behalf of any other entity;

(c) all corporate and other necessary action has been taken to authorise the signing and performance of this Access Agreement by the Representing Party, and this Access Agreement is a valid and binding Access Agreement of the Representing Party and is enforceable against it, subject to the exercise of judicial discretion and laws concerning insolvency, in accordance with its terms; and

(d) the entering into of this Access Agreement by the Representing Party does not, and the transactions contemplated by this Access Agreement will not result in a breach of any Applicable Law or any constituent documents of the Representing Party or any Access Agreement to which the Representing Party is a party.

17.10 Counterparts

This Access Agreement may be executed in any number of counterparts and all counterparts when exchanged will be taken to constitute one document.

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Schedule 1 – Details

1. Access Fee

The Access Fee is $[insert].

2. Commencement Date

[insert date]

3. End Date

30 June 2021.

4. Precinct

[*insert description of relevant precinct*]

5. Related Agreement

[*insert description of any existing agreement between the Company and the User (if any) that relates to the Network*].

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Schedule 2 – Allocated Fibres

Part A – Fibres for the Gig City Services

The optical fibres allocated to the User for the purposes of this Access Agreement comprise the optical fibres spliced between the fibre terminations panels at the sites listed in Table 1. In each case, the optical fibres will be spliced, tested and maintained so as to provide optical transmission paths between each site in accordance with the SABRENet Technical Standards.

Table 1 – Fibres for Gig City Service

Termination A	A Fibres	Termination B	B Fibres	SABRENet ID	Operator ID
<TBC>	*<TBC>*	*<TBC>*	*<TBC>*	*<TBC>*	*<TBC>*

Part B – Fibres for Additional Services

The optical fibres allocated to the User in accordance with **clause 2.4** comprise the optical fibres spliced between the fibre terminations panels at the sites listed in Table 2. In each case, the optical fibres will be spliced, tested and maintained so as to provide optical transmission paths between each site in accordance with the SABRENet Technical Standards.

Table 2 – Fibres for Additional Services

Termination A	A Fibres	Termination B	B Fibres	SABRENet ID	Operator ID
<TBC>	*<TBC>*	*<TBC>*	*<TBC>*	*<TBC>*	*<TBC>*

Attachment

Schedule 3 – Authorised Entities

[*insert*]

Attachment

Schedule 4 – Connection specification

1. Table 1 – Allocated Fibres for Gig City Services

Connections to the Allocated Fibres specified in Schedule 2 Table 1 are to be performed by SABRENet Ltd, EscapeNet Pty Ltd or their authorised agents.

2. Table 2 – Allocated Fibres for Additional Services

The connection requirements specified in a Quote issued by the Company in accordance with **clause 2.4** will apply for the purposes of **clauses 6.1** and **6.2**.

Attachment

Signing page

EXECUTED as an agreement.

Signed for and on behalf of **SABRENet Ltd** by its duly authorised officer in the presence of:

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of **[*insert name of User*]** by its duly authorised officer in the presence of:

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Attachment

Attachment A – SABRENet Technical Standards

SABRENet Technical Standards

Version 2013-2

SABRENet Ltd
ACN 115 957 090
www.sabrenet.edu.au

Wednesday 29th May 2013

Public Version.

Attachment

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1. Introduction

1.1. Purpose

The SABRENet Technical Standards is a document to specify and manage the construction of additions and modifications to the SABRENet network and associated infrastructure (Network).

2. Terms and Definitions

Equipment	The equipment comprised in the Network infrastructure, including but not limited to the optical fibre cables, the Duct, the Pits, fibre termination boxes and cable termination trays.
Fibre	A single core of optical fibre contained within an optical fibre cable.
Network	The SABRENet network and associated infrastructure
Owner	SABRENet Ltd ACN 115 957 090
Site	A location at which a connection to the Network exists.
Specifications	Technical or descriptive specifications of the functional, operational, performance or other characteristics of the Equipment in the Network, as provided by the manufacturer of the Equipment.
User	The entity to which a SABRENet fibre circuit has been allocated

Attachment

Procedure 1 - Asset Labelling

Description

Design method and work practices to ensure compliance with SABRENet standards for labelling quality assurance.

Details

Cables

- Lead-in cables are labelled with XXXSLC-01 as the first cable from the enclosure and SLC02 as the second and so on, where XXX = SABRENet site code of the premises entered by the lead-in cable.

Circuits

- Circuit IDs are supplied by SABRENet
- They are numbered per pair of fibres connecting Site A to Site B
- Circuit ID (CID) is:

F-XXXS-YYYS-001
F = Fibre
XXXS = Site A; First 3 letters = site code; Fourth Letter = SABRENet.
YYYS = Site B; First 3 letters = site code; Fourth Letter = SABRENet.
001 = Incremental number

Procedure 2 - Equipment Standards

Description

Mandatory technical standards for

(1) Fibre Optic Cable;

Details

Fibre Optic Cable

The characteristics of the cable will comply with the ITU-T Recommendation G652.d (Low Water Peak). The cable will be water-blocked, loose tube type, with central strength member. It will be constructed with an inner Polyethylene Sheath and a nylon jacket. Standard Telecommunication Industry colour code will be used.

Procedure 3 - End-to-End Testing

Description

This procedure details the test specifications for SABRENet circuits between Fibre Termination Panels (FTP) to ensure that the final circuit is ready for service by the User.

Details

Transmission Loss Testing is completed, using a light Source and Power Meter to confirm light travels from connector A to B for each SABRENet circuit within recommended parameters.

Transmission loss testing is the most accurate means of determining the end to end loss of any fibre link. It measures transmission of optical power directly, rather than being derived from the backscatter response as with OTDR testing. Transmission loss testing is carried out after an OTDR test is completed over the circuit confirming integrity.

Attachment

Attachment B – Service Standards

Contact Details Table and Escalation Contacts for SABRENet Users

Level	Contact	Position	Email	Phone	Mobile
1	Amcom NOC	Helpdesk Support	support@amcom.com.au	1800 262 663	
2	Ralph Leonard	SABRENet CEO	ralph.leonard@sabrenet.edu.au	(08)83135166	0412342890

Network Service Standards

SABRENet is operated under service levels that define the response times within which faults and/or damage to the Network will be addressed and rectified. Because SABRENet is a passive infrastructure, service levels do not extend to the performance and availability of active services implemented on the Network by the User or third parties.

Time-Frame Guidelines	Business Hours Service Support	After Hours Service Support
Customer logs a Fault, Amcom Acknowledgment	Immediately	30 min
Attend site within	6 hours	10 hours
Major Fibre Cable Failure Repair time from fault ID	12 hours (approx)	12 hours (approx)

It is likely that these service levels, while adequate for research and education purposes, will be significantly lower than those required by critical applications where failure can cause serious harm to individuals (e.g. hospital critical care systems) public safety (e.g. emergency services systems), national security or commercial transactions. SABRENet Ltd will not guarantee 100% availability of the SABRENet infrastructure, and will not accept liability for business loss arising from failure of that infrastructure.

Attachment

Attachment C – Network Access Policy

Attachment

SABRENet
Network Access Policy

Version 2.2

SABRENet Limited
ACN 115 957 090
www.sabrenet.edu.au

October 2017

For public release

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1. Introduction

1.1. The Company and its members

SABRENet Ltd (Company) is an Australian not-for-profit company limited by guarantee. Its members are:

Minister for Science and Information Economy (South Australia) (**Minister**)
Flinders University
The University of Adelaide
University of South Australia

1.2. The Network

In pursuance of its objectives, the Company has constructed and owns a dark fibre optical cable telecommunications network, known as 'SABRENet', to link South Australian research, education and innovation sites (**Network**).

1.3. Network is part of AREN

The Network is connected to the national telecommunications network owned and operated by AARNet Pty Ltd, and thus forms part of AREN (The Australian Research and Education Network).

1.4. Operation of the Network

The Company will operate the Network under a long term arrangement with a licensed telecommunications carrier – presently, Amcom Pty Ltd (Amcom). The Company is not itself a licensed carrier.

1.5. Network to operate under an NCD

Amcom has obtained, and will maintain a Nominated Carrier Declaration under the Telecommunications Act 1997 (Commonwealth) in relation to the Network.

1.6. Identity and status of Participants

The members of the Company (see 1.1), together with the Commonwealth of Australia represented by the Defence Science and Technology Group (collectively, Participants) have contributed to the establishment of the Network and are parties to an agreement with the Company for that purpose (**Participants Agreement**).

1.7. Access to the Network

Participants and other persons who wish to access and use the Network will be required to enter into a separate agreement (**Access Agreement**) for that purpose. The terms of an Access Agreement will vary according to whether or not the person seeking to access the Network is a Participant.

1.8. Purpose of this Policy

This Policy sets out certain principles which:

(a) the Company will apply to determine initial eligibility to use the Network; and
(b) will form the basis of all Access Agreements entered into by the Company.

Attachment

1.9. Compliance as a condition of access

Access Agreements will require all users of the Network to comply with this Policy, as a condition of continued eligibility to access and use the Network.

2. Glossary of terms used

AARNet Access Agreement	An agreement between AARNet Pty Ltd and a party seeking to use the AARNet network, prescribing the terms and conditions of that party's access to and use of the AARNet network.
Access Agreement	An agreement between the Company and a party seeking to use the Network, prescribing the terms and conditions of that party's access to and use of the Network.
Amcom	Amcom Pty Ltd, a licensed telecommunications carrier.
Approved Purposes	The purposes defined in clause 5.1 of this Policy.
Commonwealth	The Commonwealth of Australia represented by the Defence Science and Technology Organisation within the Department of Defence.
Company	SABRENet Limited, the company that owns the Network.
Minister	The Minister for Science and Information Economy (South Australia) and successors.
Network	The dark fibre optical cable telecommunications network linking the major South Australian higher education and research institutions.
Network User	A person, including a Participant, who is authorised to use and access the Network under the terms of an Access Agreement.
Participant Access Agreement	An Access Agreement made between the Company and a Participant.
Participants	The Commonwealth, the Minister, The Flinders University of South Australia, University of Adelaide, University of South Australia and any other party who becomes a signatory to the Participants Agreement.
Participants Agreement	The agreement referred to in clause 1.6 of this Policy
R, E & I Activities	Activities in the nature of: (a) research; or (b) research and development; or (c) education; or (d) training, or

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	(e) support for innovation or a combination of any of those activities.
R, E & I Community	A collective reference to entities from time to time engaging in significant R, E & I Activities in South Australia.
Service Levels	The operational specifications and procedures referred to in clause 8 of this Policy.
Standards	The technical specifications and standards referred to in clause 7.1 of this Policy.

3. Rights of access: SABRENet Participants

3.1. Participants' right of access

Subject only to its entry into and continued compliance with a Participant Access Agreement in the form prescribed by the Company, and compliance with its obligations under the Participants Agreement, each Participant has the right to access and use the Network.

3.2. Relevance of Participants Agreement

The provisions of a Participant Access Agreement will be subject to, and consistent with the provisions of the Participants Agreement.

3.3. Scope of access right (Minister)

Without limiting clause 3.6, the right of the Minister, as a Participant to access and use the Network will include the right to authorise and permit the following entities to access and use the Network by means of the Minister's connection to the Network:

(a) the South Australian government entities listed in Part 1 of the Schedule to this Policy (as amended from time to time);
(b) the South Australian public hospitals listed in Part 2 of the Schedule to this Policy (as amended from time to time);
(c) any 'Government school' as defined in the Education Act 1972 (South Australia); and
(d) any 'college' as defined in the Technical and Further Education Act 1975 (South Australia).

3.4. Scope of access right (Commonwealth)

Subject to clause 3.6, the right of the Commonwealth, as a Participant, to access and use the Network extends only to the Defence Science and Technology Group within the Department of Defence.

3.5. Scope of access right (Participants other than Minister and Commonwealth)

Without limiting clause 3.6, the right of a Participant other than the Minister and the Commonwealth to access and use the Network will (without limiting the right of the Participant to use the Network for its own purposes) include the right to authorise and permit the following entities to access and use the Network by means of the Participant's connection to the Network:

Attachment

(a) any wholly owned subsidiary of the Participant (including but not limited to a subsidiary that carries on its principal business or activity in the capacity of trustee of a trust) and
(b) any commercial entity whose principal place of business is co-located at the Participant's premises, provided that the entity's activities are of a 'start-up' nature and involve a significant research and development component.

3.6. Scope of access right (General)

(a) Where a Participant is a shareholder in AARNet Pty Ltd and is party to a current AARNet Access Agreement, the right of the Participant to access and use the Network will include the right to authorise and permit any entity coming within the definition of 'Associate', 'Subsidiary' or 'Approved Third Party User' under that agreement, to access and use the Network by means of the Participant's connection to the Network.
(b) While two or more Participants together hold all of the issued shares in a corporation, the right of each of those Participants to access and use the Network will include the right to authorise and permit that corporation to access and use the Network by means of the Participant's connection to the Network.

3.7. Participants to be responsible for authorised users

Each Participant agrees to accept full responsibility and liability for anything done or omitted to be done by a person to whom the Participant has given authorisation as envisaged by clauses 3.3, 3.4, 3.5 or 3.6, (as the case may be). The Company will be entitled, for all purposes, to treat access to and use of the Network by that person as access and use by the responsible Participant itself.

4. Rights of access: other parties

4.1. Access for non-Participants

The Company may grant the right to access and use the Network to an entity that is not a Participant, if that entity satisfies the criteria for eligibility set out in clause 4.2.

4.2. Eligibility criteria

The following persons, not being Participants, will be considered eligible to apply to be given access to and the right to use the Network:

(a) South Australian private schools;
(b) tertiary education providers operating in South Australia;
(c) Commonwealth, State or local government departments, agencies or authorities engaged in significant research, education or support for innovation in South Australia;
(d) private sector companies, associations and joint ventures engaged in significant research, education or support for innovation in South Australia; and
(e) entities that are either formed for the purpose of providing, or are principally engaged in the provision of, support or ancillary services to any of the above.

4.3. Grant of the right is discretionary

The Company may, in its absolute discretion and without giving reasons, decline to allow access to the Network to any person who is not a Participant, notwithstanding that that person comes within the eligibility criteria set out in clause 4.2.

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4.4. Grant of access to non-R, E & I parties

Nothing in this clause 4 is intended to limit the right of the Company to allow use of the Network to parties who do not come within the eligibility criteria set out in clause 4.2, provided that any decision to do so:

(a) is made for purposes consistent with the achievement of the Company's objectives;
(b) will not result in the impairment of any right of access granted to a party who does satisfy the criteria for eligibility set out in clause 4.2;
(c) is made having regard to the known capacity of the Network and the present and future access requirements of the R, E & I Community in South Australia; and
(d) is compatible with the Company's not-for-profit status.

4.5. Access Agreements

The right of any non-Participant to access and use the Network will be conditional upon their entry into, and continued compliance with an Access Agreement, in the general form from time to time prescribed by the Company for that purpose, and setting out the specific financial and other arrangements to apply to that party's use of the Network, as negotiated and agreed with the Company.

4.6. Scope of access right (non-Participants)

Where a person, not being a Participant, has been granted a right to access and use the Network under an Access Agreement, that person may not authorise any other person to access or use the Network.

5. Purposes for which the Network may be used

5.1. Approved Purposes

Consistently with the Company's objectives, the Network is intended to be used principally for purposes related to:

(a) the provision of education and training in Australia;
(b) the conduct or coordination of research in Australia;
(c) the support of innovation;
(d) the administration of the activities referred to in paragraphs (a), (b) and (c); and
(e) the provision of support or ancillary services to persons engaging in the activities referred to in paragraphs (a), (b) and (c)

(**Approved Purposes**).

5.2. Activities in Australia

For the purposes of clause 5.1 an activity will be considered to take place in Australia, notwithstanding that the activity may be conducted, or the benefit of the activity may be enjoyed, outside Australia, provided that:

(a) the conduct of the activity is substantially controlled by the relevant person from Australia; or
(b) a substantial part of the benefit of the activity is enjoyed in Australia.

5.3. AARNet members

A Network User that:

(a) is party to a current AARNet Access Agreement; and
(b) connects to AARNet by means of the Network,

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may, in addition to the Approved Purposes, use the Network for any other purpose permitted under its AARNet Access Agreement.

5.4. Certain South Australian teaching hospitals

A Network User that is a South Australian public hospital listed in Part 2 of the Schedule to this Policy (as amended from time to time) may, in addition to the Approved Purposes, use the Network in support of its healthcare and general administration functions provided such use is consistent with clause 8.

5.5. The Company may enter into commercial arrangements

Nothing in clause 5.1 is intended to prevent the Company from entering into access arrangements that will allow use of the Network for the purposes of the provision of telecommunications services on a commercial basis, provided that:

(a) the agreement relates to capacity on the Network that is, at the time of entry into the arrangement, surplus to the known requirements for use of the Network for Approved Purposes;
(b) the purpose of the arrangement is consistent with the achievement of the Company's objectives and is compatible with the Company's not-for-profit status; and
(c) the arrangement is consistent with the Company's then statutory and other legal obligations.

6. Dealings with access rights

6.1. Sub-licensing etc requires consent

Subject to the rights of Participants under clauses 3.3 to 3.6 (both inclusive) to extend their own rights of use to certain related parties, a Network User may not sub-license, assign, sell, transfer, encumber or otherwise deal with or dispose of its rights under its Access Agreement (and in particular may not sub-license fibres that are allocated to it under its Access Agreement to a third party) without the prior consent in writing of the Company.

6.2. Company's consent discretionary

The Company may grant or withhold the consent referred to in clause 6.1 at its absolute discretion, and may impose such conditions as it sees fit on the grant of its consent.

6.3. Access to commercial service providers

Unless required by law to do so, no Participant or other Network User may offer or agree to make available any capacity on the Network to any Internet service provider or other telecommunications service provider.

7. Means of access to the network

7.1. Technical specifications and standards

The Company will from time to time issue technical specifications and standards prescribing the manner in which Participants and other parties may access and use the Network, and related equipment and other requirements (**Standards**).

7.2. Compliance required

Each Network User must ensure that the Standards are complied with by all persons for whom that user is responsible under this Policy.

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8. Service Levels

The Company will from time to time issue operational specifications and procedures describing the service levels under which the Network will be maintained, including response to and repair of faults in the Network (**Service Levels**).

8.1. Acknowledgement required

Each Network User must ensure that the Service Levels are acknowledged by all persons for whom that user is responsible under this Policy.

9. Legal compliance

Each person given the right to access and use the Network must undertake, as part of its Access Agreement, to comply with all laws relating to its access to and use of the Network, and to ensure that its employees, students, contractors, agents and other persons using the Network with its authority, similarly comply.

10. Compliance with Company's directions

The Company may from time to time find it necessary or desirable, through changed circumstances or otherwise, to add to or otherwise vary this Policy, or to issue directions or clarifications as to how this Policy is to be interpreted or is to operate. It will be a requirement of all Access Agreements that Network Users comply with the Policy, and its amended form from time to time, and with all such directions and clarifications.

11. Access Agreements

11.1. Access Agreement content

In addition to the other matters referred to in this Policy, each Access Agreement will specify:

(a) the fibres to which the Network User in each case may connect;
(b) the manner in which the connection may be made and must be maintained (including but not limited to compliance with published Standards);
(c) any relevant limitations or restrictions on the use to be made of the Network, the persons who may be authorised to use the Network, or for any other purpose;
(d) the costs and charges to be paid by the user;
(e) the circumstances in which Network access may be interrupted, suspended or withdrawn;
(f) the term of the agreement and how it may be terminated;
(g) the manner in which liability for failure of the Network, or for improper, unlawful or otherwise unauthorised use of the Network is to be allocated; and
(h) such other provisions of the Company reasonably believed to be necessary in the interests of the Company and the Participants, and for the purpose of furthering the Company's objectives.

11.2. Other matters

(a) The terms of Access Agreements will reflect any relevant constraints imposed on the Company under its agreements with third parties, including Amcom, relating to the construction or operation of the Network, or access to facilities required in connection with the Network.

(b) The financial terms on which Participants are permitted to access and use the Network will reflect the contributions made by or on behalf of the Participants to the establishment of the Network, as required by the Participants Agreement. Financial terms applicable to non-Participants will be negotiated and

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agreed on a case by case basis.

(c) Where relevant, Access Agreements will require compliance with the user's AARNet Access Agreement as a condition of the user's continued entitlement to use the Network.

(d) Potential users of the Network should, before entering into an Access Agreement, be advised to consider the suitability of the Network for their purposes, taking into account the matters referred to in Part 3 of the Schedule.

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Schedule

3. Important note for intending SABRENet users

SABRENet is intended to provide very high-speed connectivity at service levels (e.g. fault response and repair) that match the needs of the R, E & I Community in South Australia – principally the SABRENet Participants.

Intending SABRENet users are encouraged to consider the following factors before applying to use SABRENet.

Service Levels

SABRENet is operated under service levels that define the response times within which faults and/or damage to the Network will be addressed and rectified. Because SABRENet is a passive infrastructure, service levels do not extend to the performance and availability of active services implemented on the Network.

These service levels, while suitable for R, E & I purposes, may be lower than those required by critical applications where failure can cause serious harm to individuals (e.g. hospital critical care systems), public safety (e.g. emergency services systems), national security or commercial transactions. SABRENet Ltd will not guarantee 100% availability of the SABRENet infrastructure, and will not accept liability for business loss arising from failure of that infrastructure.

Connection Planning and Costs

A new SABRENet fibre connection typically involves the extension of the SABRENet cable network to the premises where the service is required. This may include the construction of new SABRENet infrastructure including conduit and pits in public land to reach the customer location, which will be subject to detailed quotations and requests for land access permission with the relevant authorities, e.g. a local council.

This construction process and the timing for it should be considered when planning a new connection. An adequate lead time for new connections should be allowed. The quotation process will require two weeks (minimum or longer depending on availability for site visits) and the construction process usually requires two months from customer order to delivery.

The capital cost of the construction will be included in an establishment fee for the provision of the new connection.

The SABRENet service to customers is the allocation of a fibre circuit for the customer's sole use between two points where the customer can:

1) attach computer equipment to operate their own service across the fibre circuit;
2) engage a third party to operate a service, for the customer's use only, across the fibre circuit; or
3) acquire an external service such as hosting service at a data centre or an internet service.

The allocation of the SABRENet fibre circuit for the customer's sole use means that the fibre circuit is under the control of the customer who can choose to operate the service at any desired speed. Typically SABRENet customers operate services at either 1 or 10 Gigabits per second.

The use of the fibre circuit incurs an annual access fee charged by SABRENet. The fee is a fixed fee independent of the distance of the circuit or the speed at which the customer chooses to operate the service.

The establishment fee, annual access fee and term will be specified in the Access Agreement between the customer and SABRENet.

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A Presentation to AusIndustry

INCUBATOR SUPPORT

BUSINESS CASE FOR THE ESTABLISHMENT OF A NEW

EXPORT HUB

& EXPORT INCUBATION PROGRAM

Prospect, South Australia

September 2017

CITY OF PROSPECT

- Commercial in Confidence -

EXECUTIVE SUMMARY

City of Prospect has identified a unique and highly valuable economic opportunity for SME, micro and sole-trader businesses in the region; a new Export hub with a specialised Export Incubator Program (EIP). The creation of a new Export Hub in Prospect with an export services focused incubation program has the potential to dramatically enhance the eastern region of Adelaide economic profile.

This project will position the region as a leader in export services innovation and technology as well as deliver the Eastern Region Alliance (ERA) vision to be a leading 'Smart Region' in Australia. The EIP will be a dedicated program; designed to support new high potential service based start ups develop, strategize and launch products to the global market.

The project was initially born through a regional alliance industry report created in 2014 which identified a lack of support in the region for service businesses - especially start ups. From this report, City of Prospect took the lead in developing a regional strategy to create a Smart Region. The EIP is part of this solution and City of Prospect Strategic Development Plan.

The project will be overseen by an Advisory Board, with the project management implemented by City of Prospect. The Project has two core elements:

1. The Export Incubation Program: a highly targeted Growth Program; providing mentoring, coaching, networking, training and masterclasses for participants to engage with in order to increase new export service start-ups potential success in global markets. The EIP will be located in a brand new co-working hub space:
2. The Physical Location: Export Hub – a new co-working space in Prospect. The design of this space will support both start-ups and existing local business targeting those with a desire to transition to hyper-grow and develop export services. Companies / individuals will be able to secure a variety of space options from casual desks to dedicated offices on a pay as you go system. The Advisory Board is proposing the physical location to be at the current unoccupied 'ABC Building' in Prospect. The iconic location in SA; the perfect breeding ground for the hyper-growth incubator. Further, this location has been suggested due to the lack of current space available in the growing Eastern Suburbs.

Research shows the successful implementation of this project will generate;

- **80 New Businesses in 3 years;**
- **An additional $10.6M in GRP (Gross Regional Product) in 3 years;**
- **115 New Jobs and 575 Indirect Jobs for the region; and**
- **a Cluster of High-Growth Potential Sectors such as fintech, space-tech, ICT, health, education and professional e-services.**

This program is therefore seeking $110,000 of investment from the Commonwealth's Government Incubator Support Program.

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About the Applicant: City of Prospect

City of Prospect is one of South Australia's most innovative councils; with a vision to create a Prosperous Environment for residents, businesses and investors. The Council has implemented projects designed to *Grow the community and engage businesses and residents in the 21st century digital economy and global community (City of Prospect Strategic Plan 2016-2018).*

The Council has undertaken much of the ground work to develop to strategic plan to implement both the Export Hub (located in prospect) and the EIP.

This project is in final stages of planning and City of Prospect is seeking the support from the ERA member councils for the project to generating new economic activity throughout the region.

City of Prospect has signed a Memorandum of Understanding with the University of Adelaide to collaborate on Smart City and Business Incubation projects. Council has been recognised as one of the 21 Smartest Communities in the world by the USA based Intelligent Communities Forum for five out of last six years. This is a significant achievement and builds on the work undertaken by Council with the early rollout of NBN.

The Eastern Region Alliance (ERA)

City of Prospect is a member of The Eastern Region Alliance (ERA), established in 2008, is a group of eastern metropolitan councils who voluntarily work together for the benefit of their local communities and the eastern region community as a whole. The group consists of the Cities of Burnside, Campbelltown, Norwood, Payneham and St Peters, Prospect, Unley and the Town of Walkerville.

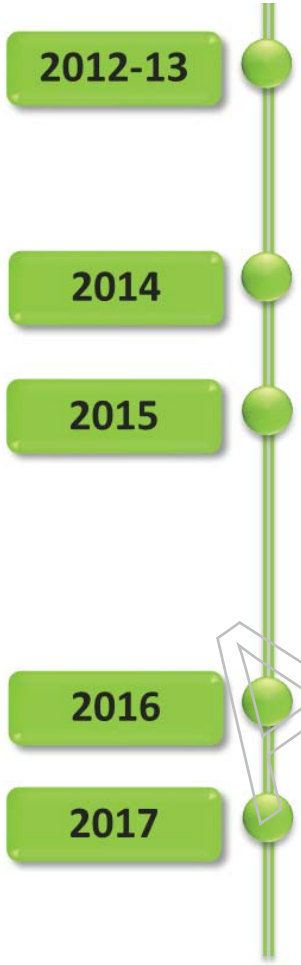
The ERA boasts more than 100,000 jobs and 25,000 registered businesses – contributing 19% of South Australia's GSP (Gross State Product) (*ERA Annual Report 2014).* The ERA zone has 289,000 residents and City of Prospect (member council) is currently the 5th fastest growing residential region in Australia.

In 2011, the ERA Business and Economic Development Portfolio group was established to drive economic growth and gain a greater understanding of the region's economic opportunities. The group is also managing the Smart Region agenda – which has a clear focus on delivering projects arising from the previous year's strategic direction.

Attachment

Export Hub Project: The Market Gap

The below section highlights the identified need for an Export Focused Hub with a dedicated Export Incubation Program within the Easter Adelaide Region. This project has bene a long term strategy of the Prospect Council as outlined below:



Project History (Background)

Richard Blandy, AustralAsia Economics Pty Ltd, was commissioned to conduct an Economic Assessment of the Eastern Region Alliance. The report highlighted a fast growth scenario which would take the Gross Regional Profit from $10B to $22B by 2031. The strategy was for ERA to focus on high potential growth sectors which would add value across ALL sectors. In addition, the report recommended "*ERA could aspire to become a "start-up" place in Adelaide – a great place to start a business." (p36)*

From this report, the ERA commissioned a strategy entitled: *Smart Regions and Creative Industries: The Way Forward July 2014*. The report highlighted the vast economic opportunities which could be achieved through establishing a Smart Region and was finalised and approved by the ERA CEO group at their July 2014 meeting.

Subsequently, in December 2015 a framework for the program was finalised. The *Smart Regions and Creative Industries Framework,* developed by consultant Brian Hales, had a series of strategic recommendations including Strategy 2.2.1: Establish a program of engagement with local growth start-ups and established businesses with growth aspirations that will provide:

- pathways for local entrepreneurs to access the Adelaide Innovation/Entrepreneurship Ecosystem
- the forum for information sharing on procurement opportunities and access to government funding programs

The strategy for implementing this program was to invest in a co-working hub. Prospect council took the lead and commissioned an economic assessment of a co-working space in Prospect by Econsearch.

Due to the high potential of this concept, City of Prospect took the lead in beginning to scope the specifics of a project. Once planning commenced, the outcome was agreed that an Export Hub was required in the region to foster the predicted growth sectors.

City of Prospect consulted with LeapSheep to identify and plan an incubator. Based on all prior research, LeapSheep (start-up specialist) highlighted the need for an Export Services Specific Program. From here, an Advisory Board was established and the Export Hub and EIP are in final stages of planning.

Attachment

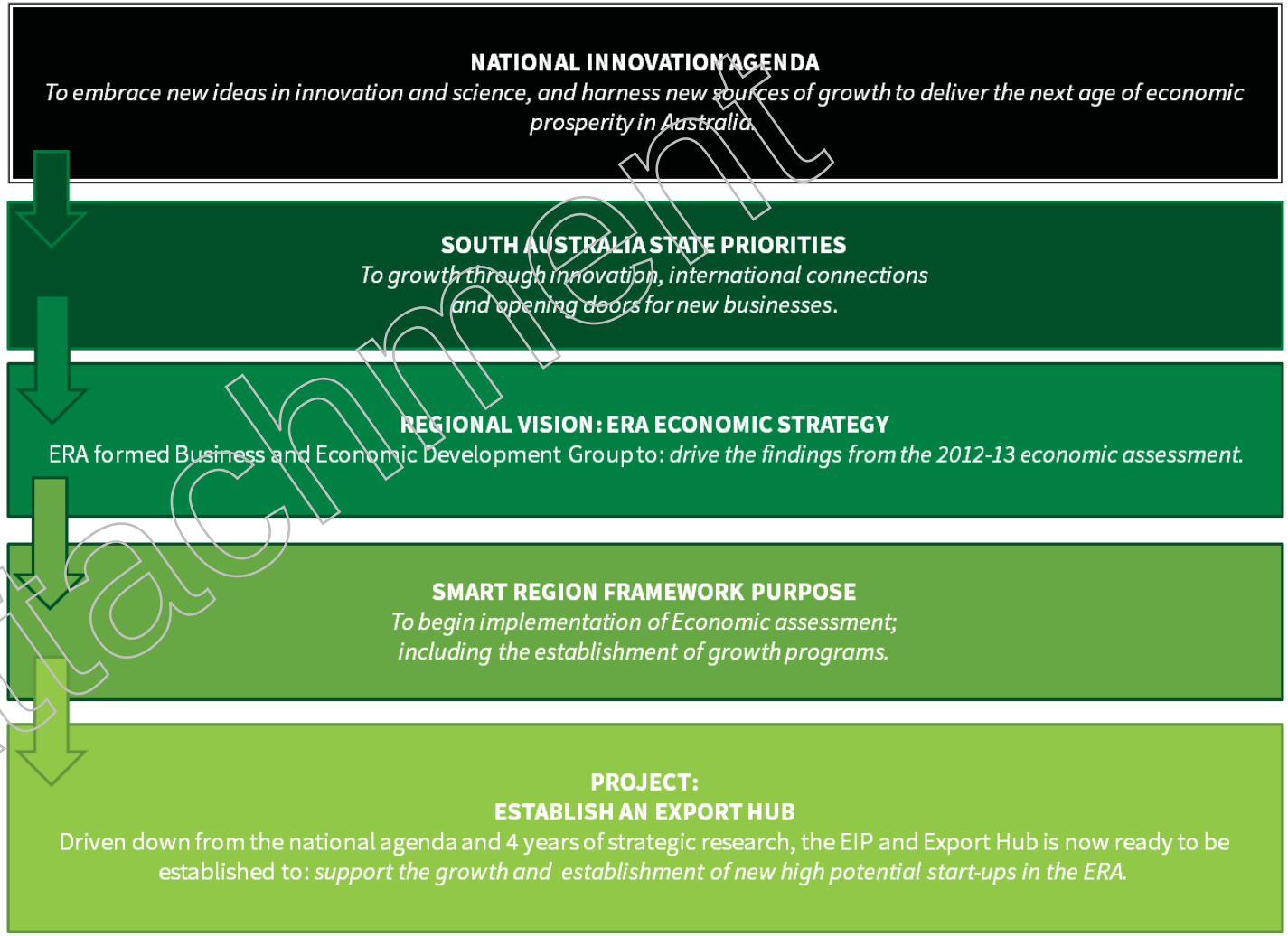
Federal Alignment: Fostering Innovation

The Export Hub is focused on ensuring any project meets the needs of state, federal and local council priorities.

Federally, the program support the national innovation agenda. State based, South Australia has a strong strategic focus on export growth to support the local economy. Further, South Australia has a jobs focus to transition the large numbers of redundancies through the manufacturing industries.

Within local council, there is a drive to generate economic growth through high potential sectors.

This project supports all levels of strategy, ultimately driving strong economic output for the state and nation.



Attachment

Eastern Region Alignment: Economic Growth through Priority Sectors

Rapid Growth Industries

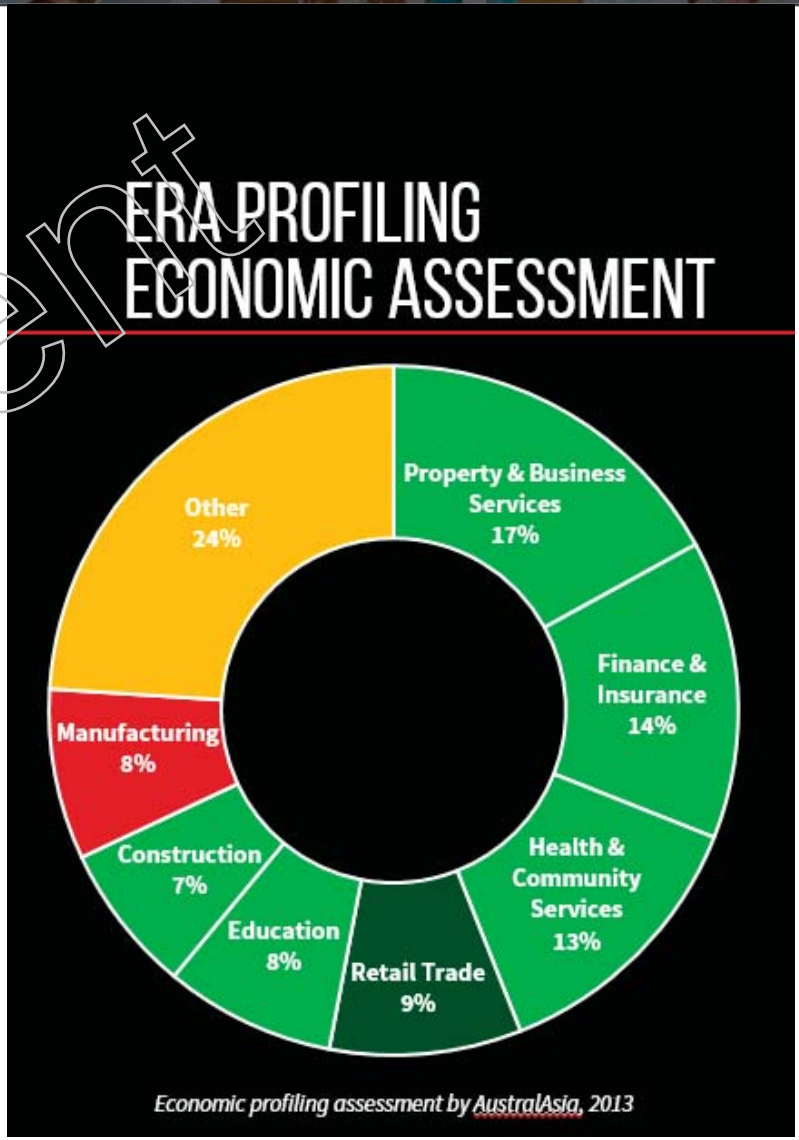
Services dominate the ERA business rapid growth sectors. These sectors were identified in the ERA Economic Assessment (AustralAsia 2013) and have proved to continue to drive opportunities for the region. The other common feature is all these sectors have opportunity for export through digital application of knowledge; and development of automated streamlined practices.

Slow Growth Industries

Retail trade is currently a slow growth sector for the region – however, as the region experiences increased economic growth, this sector will gain more traction. Further, councils in the region are focused on developing tourism and place making strategies to educate and attract local tourists to the Eastern region.

Rapid Decline Industries

Manufacturing continues to decline in the region; both as a percentage of overall GRP and in actual figures. The ERA is focused on supporting workers transition from this declining industry into new growth sectors.



Attachment

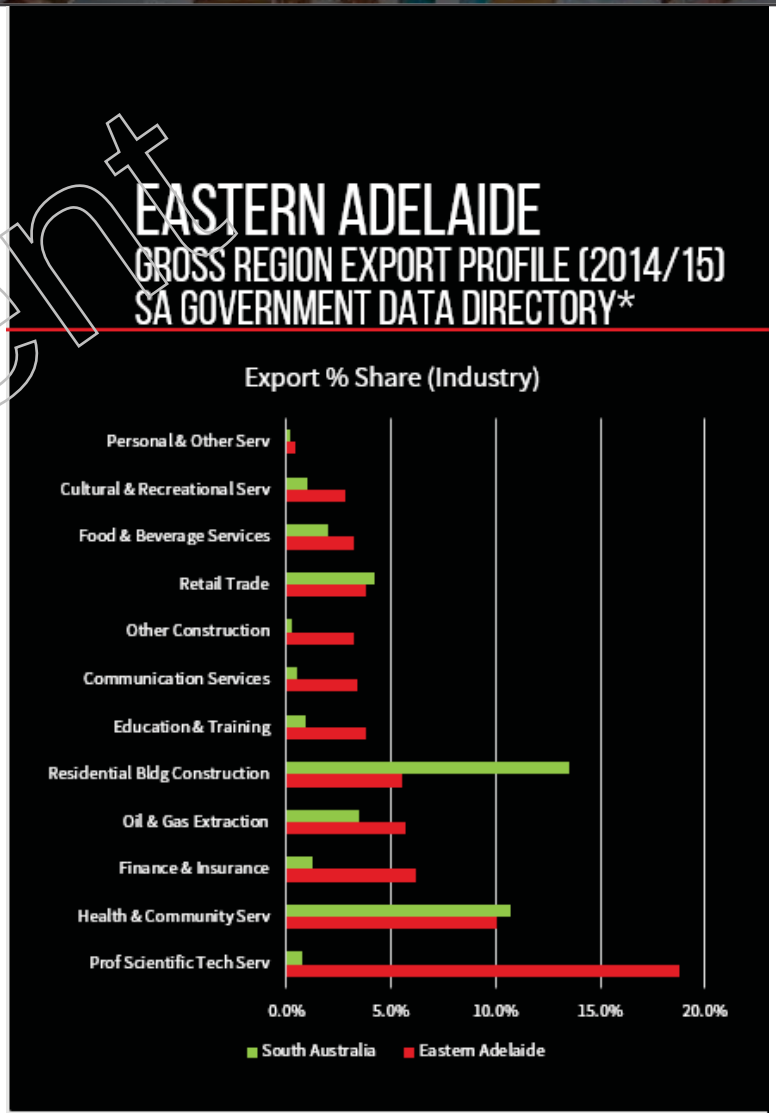
TOTAL EXPORTS $17B

The SA Government Data Directory has calculated the total export value** of the Eastern Adelaide Region – of which the ERA councils make up vast majority of. As per the economic assessment, services dominate the exports, with Professional, Scientific and Technical Services leading the way and accounting for $3.4B. When compared to the rest of South Australia, it is clear to see the Eastern Adelaide Region is the state leader in Professional, Scientific and Technical Services. This industry in South Australia is valued at $4.8B and the Eastern Adelaide Region holds more than 75% of this market.

In addition to this, the industry employs more than 25,000 in the Eastern Adelaide Region.

Health Services and Finance also perform strongly in the region. Health Service is on par with the greater SA export figures, and the region see the sector as a strong growth opportunity.

Finance and Insurance rounds out the other core focus for the region; with FinTech placed as a major growth opportunity in the next 5years.



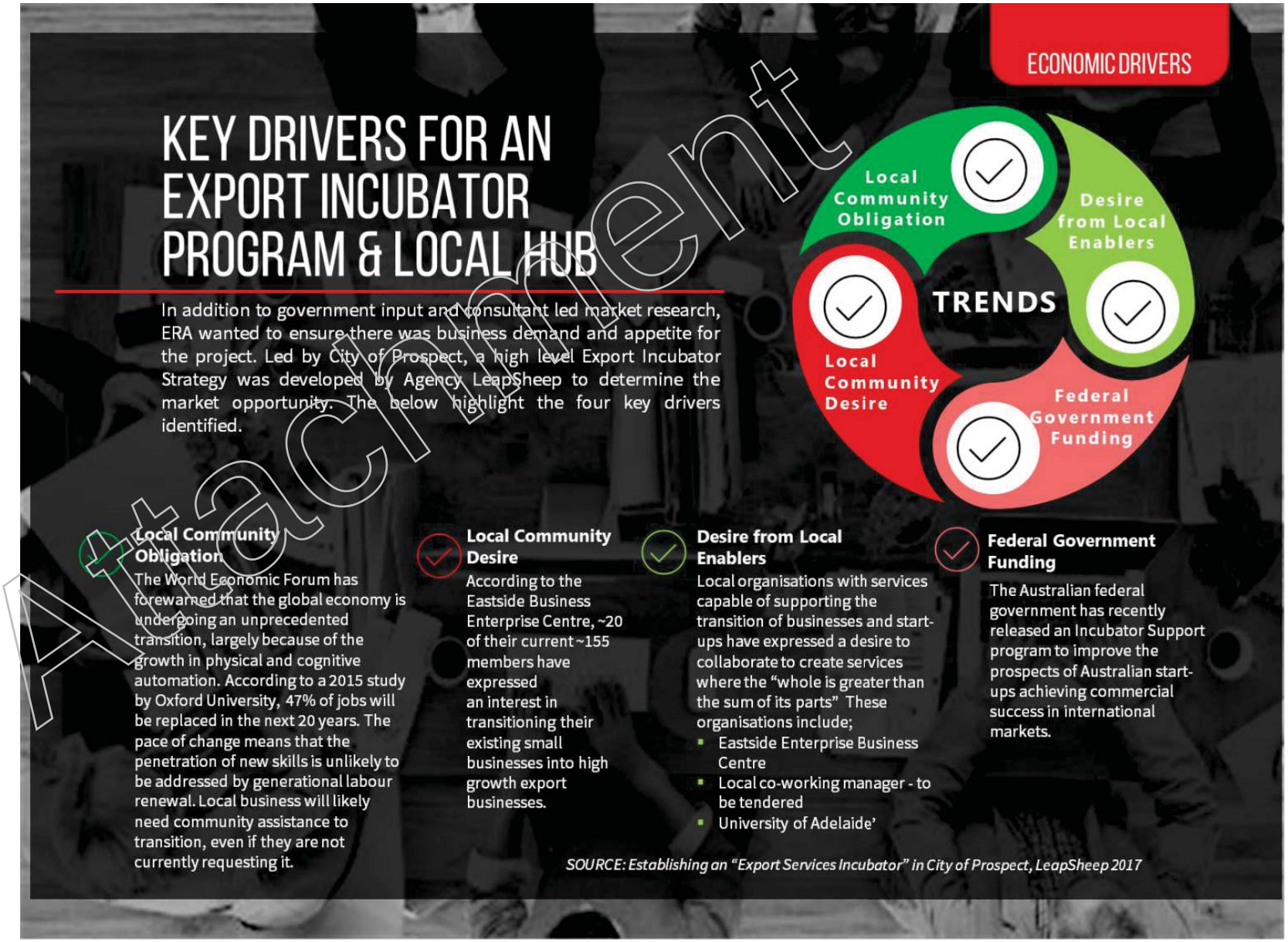
*Data Source: https://data.sa.gov.au/data/dataset/regional-profile-eastern-adelaide-2011-12

**Note: 'Exports' include intrastate, interstate and international figures, as provided by SA Department of State Development*

Attachment

Market Needs Summary

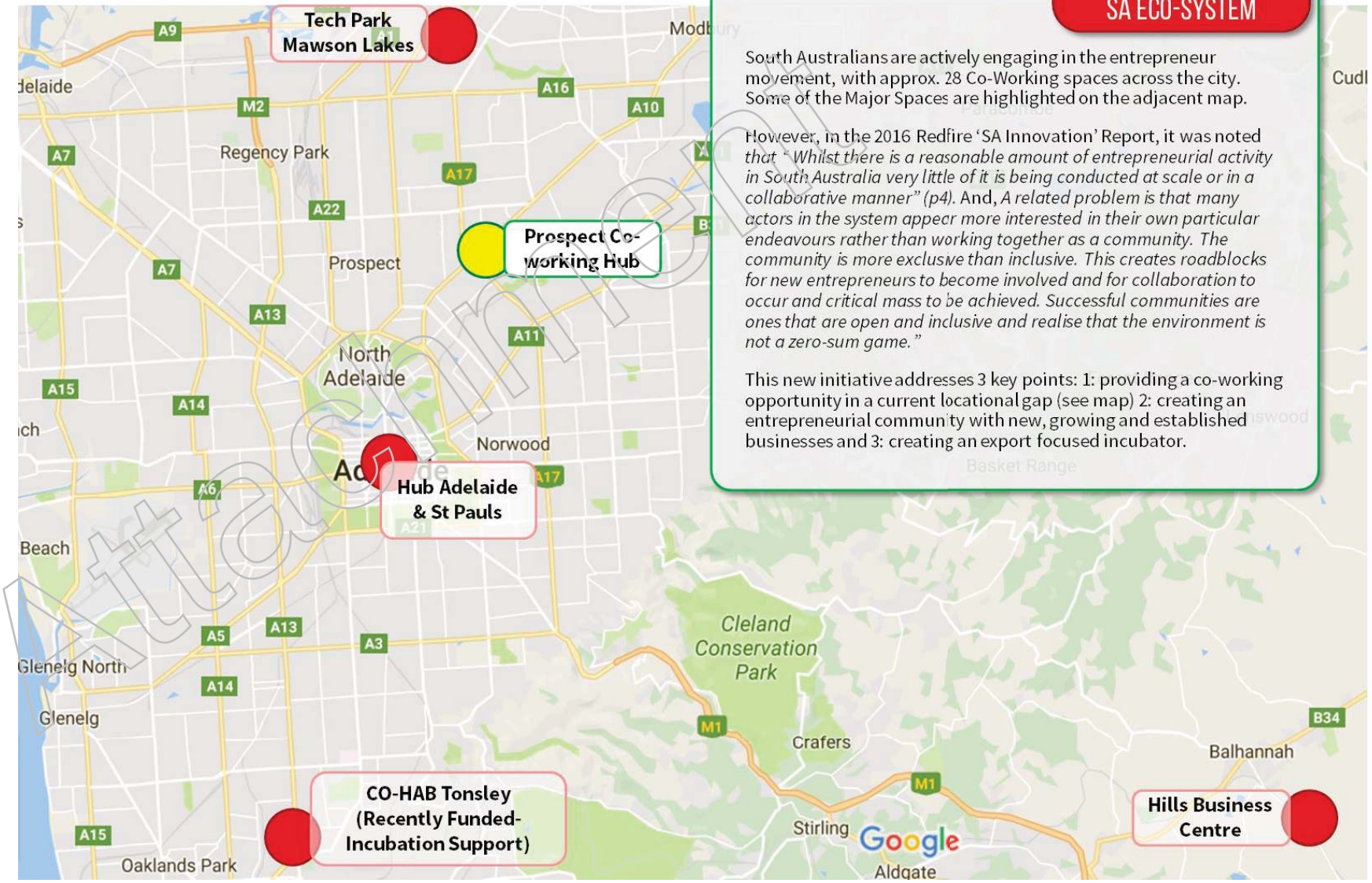
Consulting Agency LeapSheep was engaged to research the local needs and drivers for an export hub with a services focused incubator. The detail right is the core summary of this report (LeapSheep, see reference 4).



Attachment

The City of Prospect further sought other potential options to run an Export Incubation Program, however there were no options which combined the physical space, export focused and a dedicated 1 high level Incubation program. (reference 5)

Note: A year two program has been developed based on all six ERA Councils using an industry cluster model.



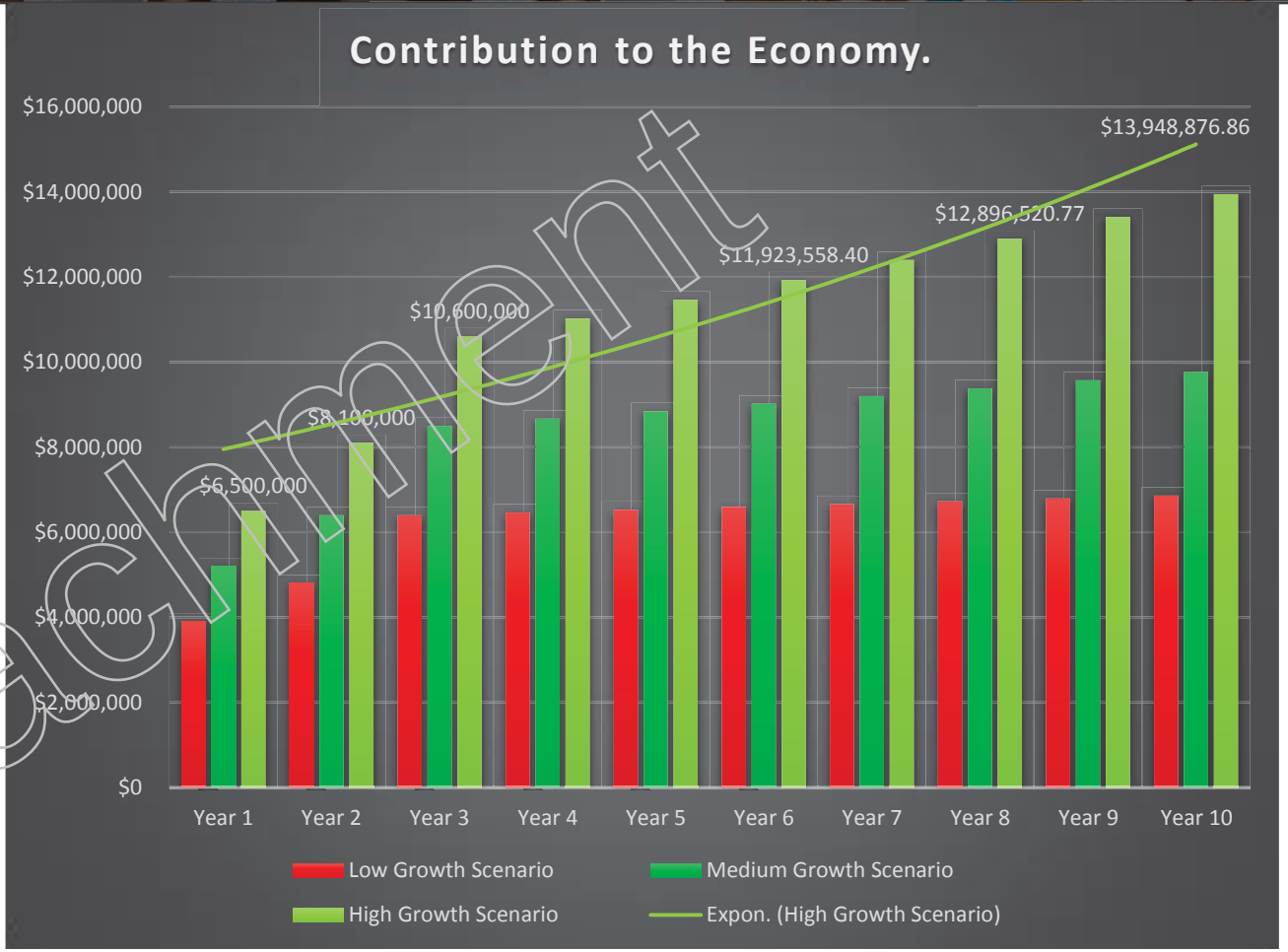
Attachment

Economic Impact Modelling

Contribution to Economy

In research conducted by external consultants Econsearch in 2015 (commissioned by City of Prospect), it was projected that under a conservative growth model over three years a 500m2-1100m2 co-working space, located in Prospect, would increase the State GRP (Gross Regional Product) by $6.5M in year 1 and up to $10.6M by year 3 (high growth scenario). The trend would see $15M+ driven into the SA Economy over the next 10 years. (*REPORT: Economic impact of the Prospect Co-working Space – Reference 2)*

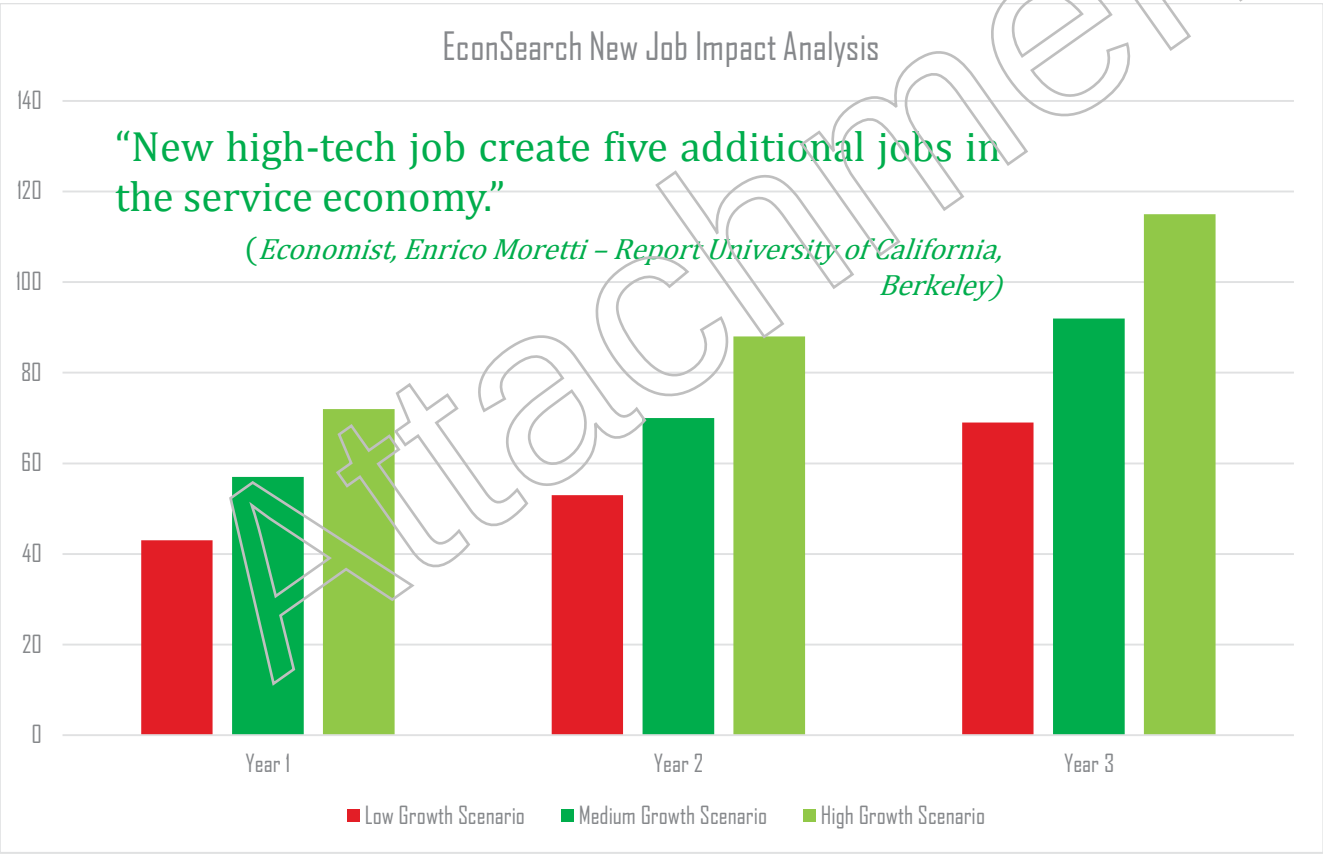
The report further highlighted the below benefits.



Attachment

Jobs Growth

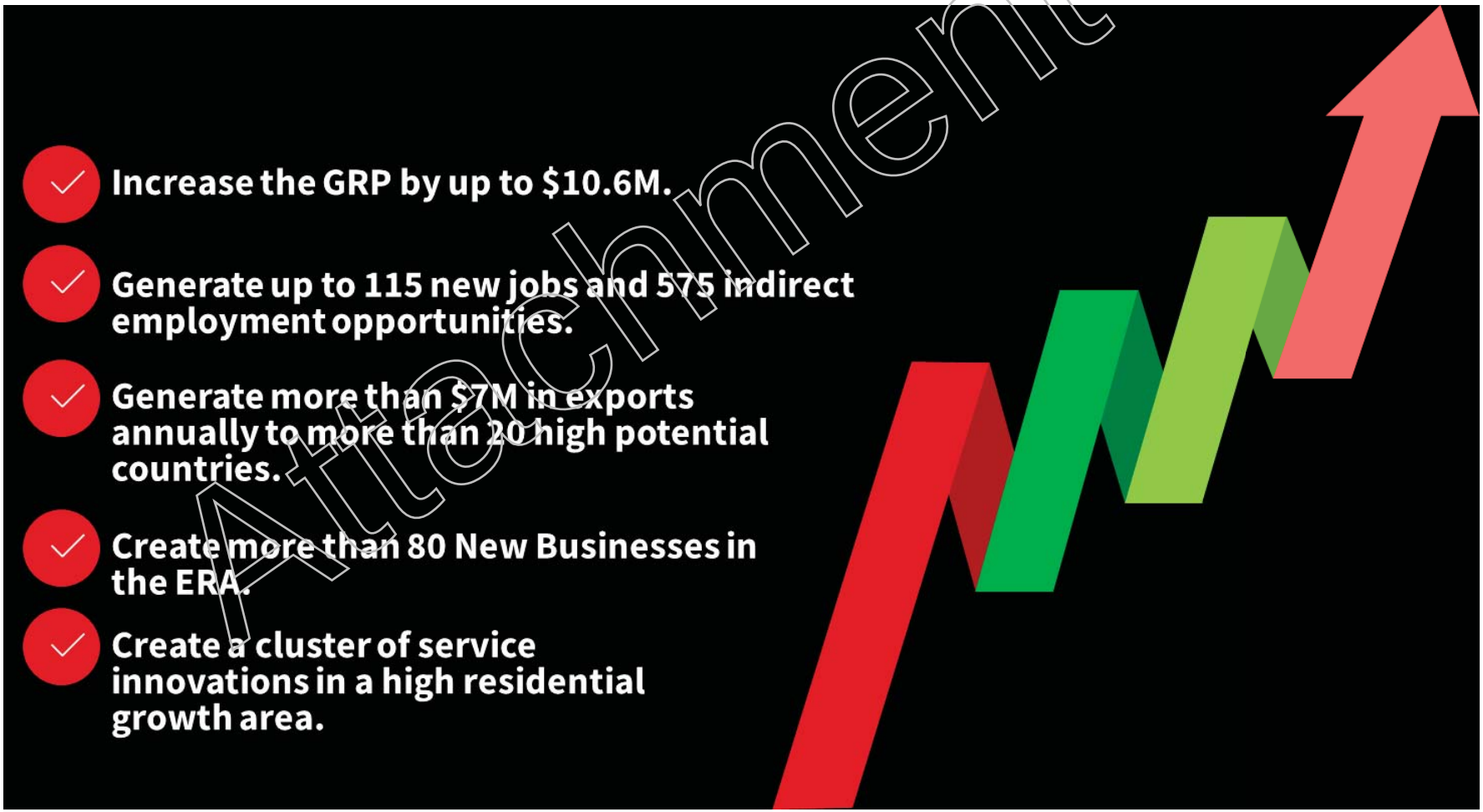
The Department of Industry and Science states that start-ups created 1.44 million jobs in the Australian economy between 2006 and 2011. The results show that young SMEs contribute disproportionately to job creation. Young SMEs (firms aged 0–5 years) made the highest contribution to net job creation in Australia at 40%. In 2014, Progressive Policy Institute (PPI) research found that employment in Australia's computer systems design industry has grown at 38% since 2008, outstripping overall employment growth of 8%. (ABS). Apple claimed that in 2016, there was 70,000 jobs in Australia directly related to this industry.



Attachment

Opportunity Statement

By creating a new co-working hub with an export services focused incubation program; City of Prospect will achieve the following in 3 years:



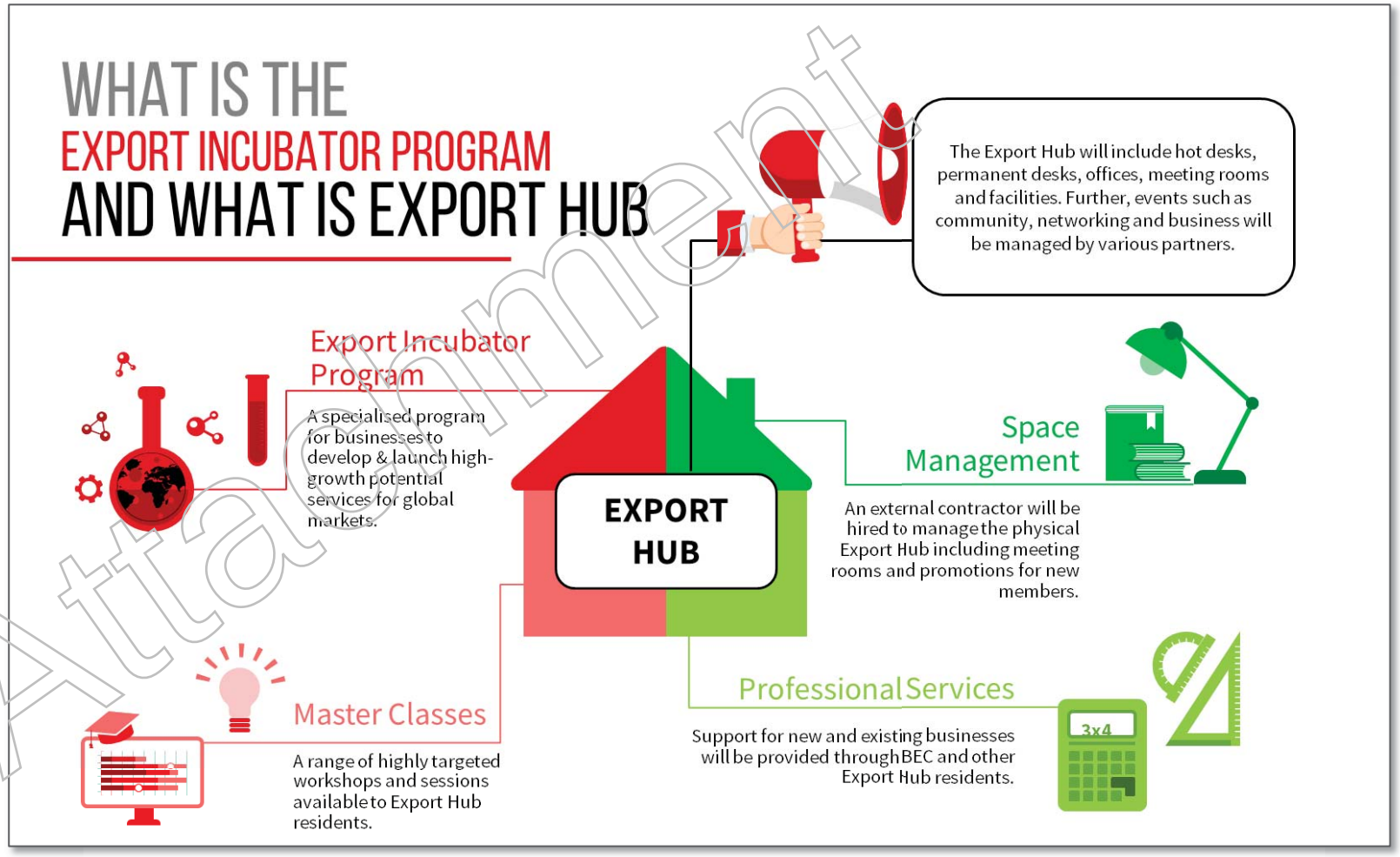
Attachment

PROJECT PLAN: EXPORT HUB & INCUBATION PROGRAM

The Export Hub and Export Program is designed to address the current gap in the market for an export services incubator.

The project has two distinct elements:

1. establishment of the physical hub space;
2. the first year of the incubation program.



Year 1 of the program will be run as a pilot program and by year 2, it is forecast the program will be sustainable to continue without government funding.

However funding for a cluster based incubation program will be sought for 2018/19.

Attachment

Export Hub & Incubator Program Project Timeframes and Milestones

MILESTONE	Key Activities	Budget	Timeframe
Complete Hub Fit Out of new Hub	• Sign Lease with ABC • Internal Design • Furniture / furnishings • Secure Gig City Connection		Jan/Feb 2018 Feb 2018 March 2018 March 2018
Export Hub Managing Agency	• Release EoI for Managing Agency • Assess expressions of interest • Appoint Agency		Dec 2017 Jan 2018 Feb 2018
Secure Tenants	• CoWorking SA to develop survey for start up – interest • Develop Promotional Strategy • Start ups take up space • Holds promotional events in ABC building		Feb 2018 Feb 2018 March 2018 April 2018
Launch	• Develop Launch Strategy • Initiate Social Media Campaign • Launch Event		Feb 2018 Feb 2018 March 2018
Incubation Programs	1. Export eChallenge 2. Export Incubation Program 3. Export Accelerator Program start – ups are investment ready 4. Export Launch Pad – bimonthly workshops		May – July 2018 July 2018 – May 2019 June 2019 – August 2019 July 2018 – July 2019

Attachment

Export Hub

The Export Hub is to be a commercially-focused, flexible working space occupied by businesses that are intent on wealth generation as well as local and regional job creation. These businesses must be willing to collaborate and use digital technologies and solutions to work smarter and grow. The optimal business model for the Hub is recommended as a joint operation between Council and a private operator under an agreement with mutually agreed terms with Council owning the built space.

The Export Hub is to be a vibrant, welcoming space that exudes a sense of business purpose, innovation, resilience and success. Local and regional investment and job creation are key outcomes to be achieved by the Hub and its commercial focus provides the opportunity to achieve this growth and job creation.

- The space allows for an open office environment as well as private office spaces.
- Eastside Business Enterprise Centre will provide a front desk person
- Specific facilities of the Hub may include business incubator services for entrepreneurs, teleworking (hot desking), networking and video conferencing facilities, meeting rooms, business coaching, training and education facilities, admin support suite with photocopy and printer stations.
- It is proposed as a membership-based model; however Respondents may choose to provide their own thinking regarding the commercial sustainability of the Hub.
- Hub Manager (Person to manage Co-Working space and Export Service Incubator Program). The Hub Manager and Management Agency will be responsible for two key elements of the Incubator:
    - Managing Co-Working space for the Hub
    - Managing the Export Services Incubation Program

  The Export Services Incubation Program will be auspiced by the University of Adelaide. The Hub Manager will be responsible for coordinating those activities on site.
  In addition other programs will be coordinated by the Hub Manager, these will include:
    - Professional services
    - Workshops provided by outside agencies such as Council and Department of State Government.

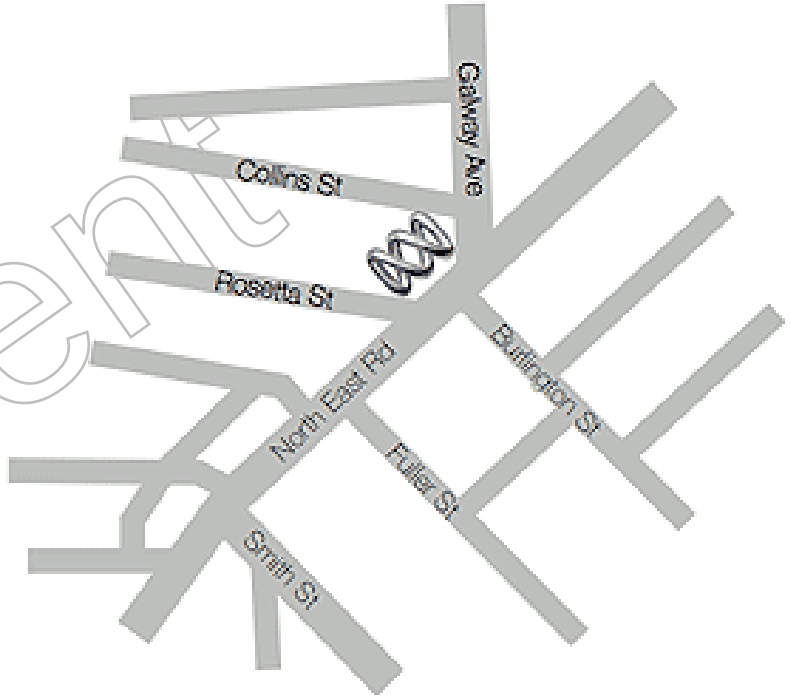
Attachment

Location of the Export Hub

It is proposed the location of the Export Hub is in the 'ABC' building – located on North East Rd. this space offers a range of benefits including;

- Minimal work / fit out required for commencement
- 800 sqm of space (full floor) available
- Heads of Agreement being developed with ABC
- Known location for potential residents
- Ample parking, public transport
- Central location for majority of ERA members.

In addition to the central location, the City of Prospect are seeking to secure a Gig City connection to the ABC building which will give it speeds at least 10 times faster than NBN



City of Prospect Area

SABRENet / Vocus Connection

Prospect Super Fast WiFi Main Street Zone

Proposed Gig City Connection

Signage indicating 'Prospect Fast WiFi Zone'

Attachment

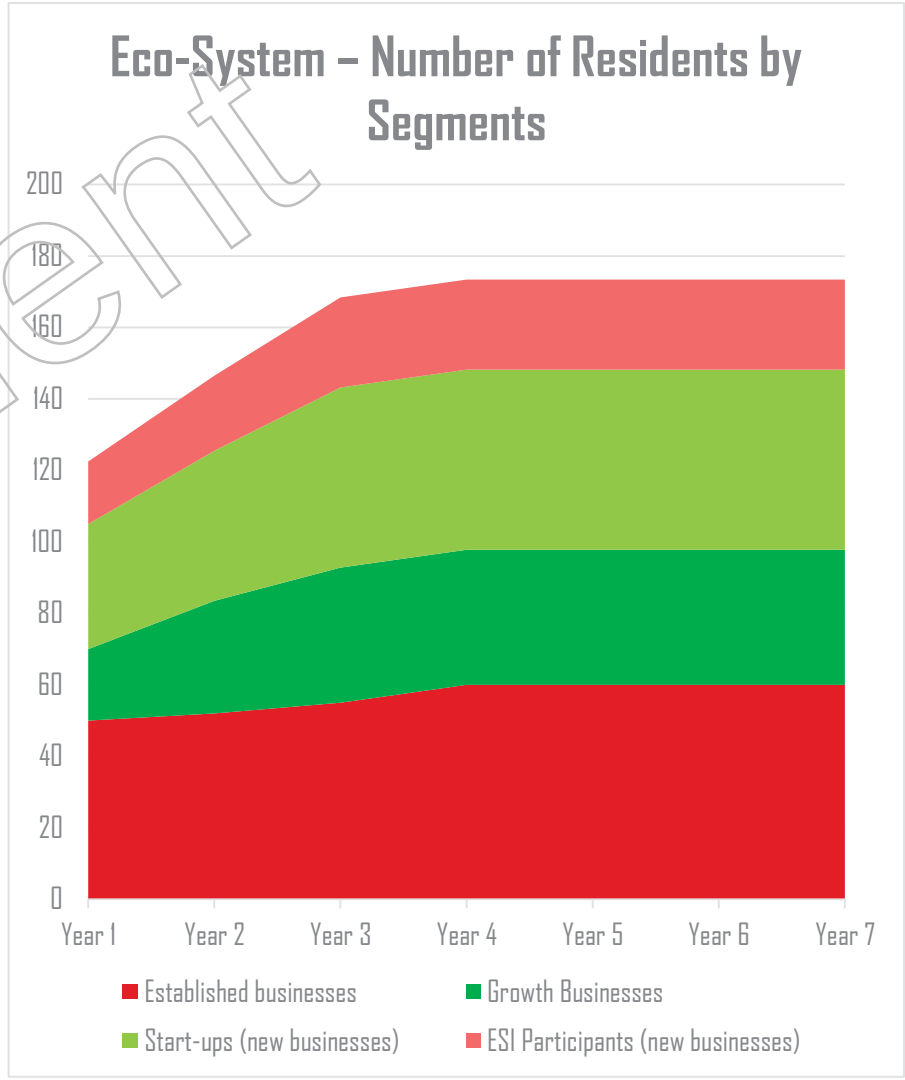
Residents at the Export Hub

Established Businesses will form the foundation of Export Hub. These businesses will be relatively stable. It is anticipated that new export focused businesses will be invited to participate in the EIP. Entry to the EIP will be given via two key channels:

1. Via Australian eChallenge initiative: The University of Adelaide will identify high potential businesses who will gain benefits of this program
2. Via an application process through the EIP Advisory Board.

Profiles of the Potential residents are highlight below and financial modelling is attached.

1. Existing Businesses: The ERA business community is growing year on year and currently there is a lack of space for businesses to reside in the region. This is resulting in businesses taking up co-working spaces in other communities. Existing businesses will be fundamental to the Export Hub; as they will be providing payment for the location services; and a healthy eco-system for new businesses to engage with.
2. Existing Rapid Growth Businesses: Export Hub will target businesses with high growth potential in the export services sector to join the co-working location. This will form the foundations for a cluster of export services. These businesses will also pay a fee; and will be involved in programs via supporting new businesses through mentoring, partnerships and linkages.
3. New Services Businesses: New businesses with a strong focus on export services will be highly encouraged to join Export Hub. There will be incentives for high potential companies such as scholarships, discounted services and also, the opportunity to be part of the EIP. It is anticipated that new business transition to Existing Rapid Growth Businesses within 3-4 years, creating room for new start-ups and driving a healthy life-cycle for the eco-system.



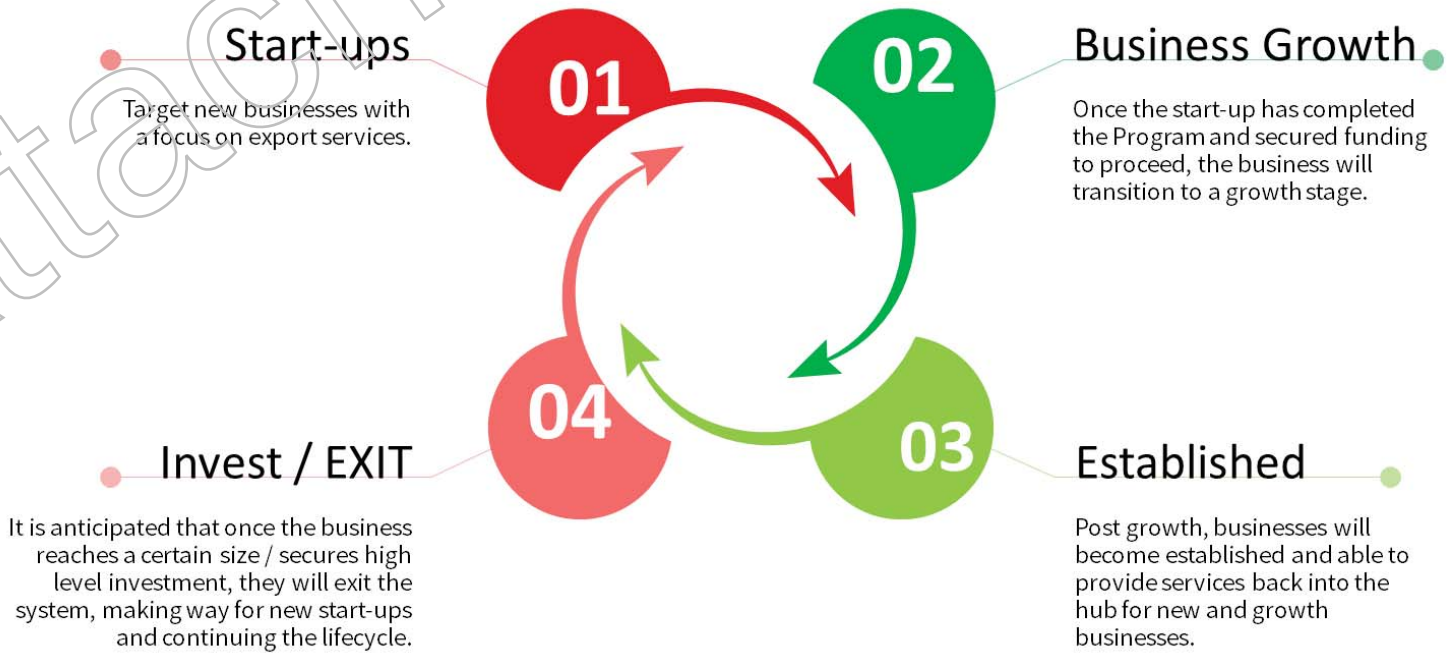
Attachment

Export Incubation Program Elements

Export - e Challenge	Export Incubation Program	Export Accelerator Program	Export Launch Pad
Building the business case. Developing the team.	Refine and define business needs. Provide one on one advice to program participants.	Preparation for Angel Investors or Venture Capital Pitch Events	Take export ready projects to identified target market via: Uni of Adelaide – global partners Austrade Landing Pads SA Government offices
Concurrent Programs			
Business Service Program – Links start ups with accountants, lawyers and web designers - EBEC – regular sessions.			
Business Development Workshops – Network Prospect. Three times per year. Other Councils and Agencies as advised.			

The Export Incubation program is sectioned into four unique streams:

The Export Hub Eco-System is designed to be a continuous lifecycle, encouraging residents to evolve and grow until ultimately the enterprise gains investment or exits. The successful program will ultimately aim to re-engage previous participants to come back as exports in residence in future years.



Attachment

The Export e-challenge

The Export e-Challenge program has been adapted from the University of Adelaide's Entrepreneurs Challenge (Australian e-Challenge).It develops a comprehensive strategic business proposal for an early stage entrepreneurial venture.

Workshops including areas of: Entrepreneurship and the Opportunity; Writing Concept Proposals; How to Write a Business Plan; Intellectual Property; Researching the Market; Finance and Accounting; Social Entrepreneurship; How to Pitch your Idea and Pitch Training. At the end of the 12 weeks, participants pitch to panels of potential investors from the local business community. In addition to access to extensive readings, videos, mentors and other materials, students are in the running to win prizes in the Australian eChallenge program. The course will be taught by a mix of entrepreneurs, business practitioners and academic staff.

(Attachment 8 for details of e-Challenge staff)

This project will support Entrepreneurs to commercialise new initiatives through the development of the following skills:

- Identify a potential entrepreneurial opportunity and evaluate it in a process of experimentation and feedback;
- Determine a useful resource strategy for building a new venture;
- Complete modern entrepreneurial planning documents, describing critical elements of a new entrepreneurial venture;
- Experiment in building a balanced and effective entrepreneurial team;
- Present key details of an entrepreneurial venture for feedback and to experts;
- Replicate the process of new venture creation for future endeavours.

On completion of this course, participants will be invited to participate in the longer term Incubation Program. Further information can be found in the attached eChallenge annual report (Attachment 10).

EXPORT e-CHALLENGE PROGRAM QUICK FACTS	
Program Objective	To support early stage entrepreneurial venture, develop comprehensive business plans and proposals to successfully begin commercialisation.
Participants	Individuals and companies with novel / innovative concepts designed for export markets who are at embryonic stage.
Program Acceptance	Applicants will be selected via a competitive process to be selected by the Program Manager
Location	Export Hub - Prospect
Length	3 Months
Workshops	12 x3hr sessions
Online Tutorials	9 x 1hr Modules
Facilitator	Adelaide University
Program Manager	Prof Noel Lindsay- Pro Vice-Chancellor-Entrepreneurship

Attachment

Export Incubation Program

University of Adelaide will provide an Export Incubation Program to City of Prospect.

It is proposed that new venture start-ups (residents) will undergo a 12-month incubation period. The program has 4 distinct stages:

Stage 1: Concept Development

Stage 1 involves the resident signing an incubation support service level agreement.

Each resident in the incubator will begin their customised venture development journey with formal knowledge and skills on entrepreneurship and new venture start-ups.

Stage 2: Innovation and Design

During stage 2 of the incubation residence's life-cycle: Innovation and design, focuses on entrepreneurs building working prototypes of their products or services to determine feasibility.

Stage 3: Development

Stage 3 - Development, focuses on application. It is in this stage that the resident entrepreneur finalises the product/service before taking it to market.

Stage 4: To Market –Profit & Sales

The final stage - To market, allows the entrepreneur to start up the new venture with the support and advice of mentors and industry experts. The time in this stage must be used to apply all learning, research and skills to actively start the new venture into the 'real world'.

(see Attachment 12 for program information)

EXPORT INCUBATION PROGRAM QUICK FACTS	
Program Objective	Refine and define business needs and give participant one on one advice to drive success through the early commercialisation stage.
Participants	Individuals and companies with a developed idea and initial business plan and markets.
Program Acceptance	Applicants will be selected via a competitive process to be selected by the Program Manager
Location	Export Hub - Prospect
Length	12 Months-2 years
Workshops	10 x3hr sessions
Online Tutorials	9 x 1hr Modules
1 on 1 Sessions	Monthly Tailored 1-1 consulting sessions for businesses in incubator
Facilitator	Adelaide University
Program Manager	Prof Noel Lindsay- Pro Vice-Chancellor-Entrepreneurship

Attachment

Export Accelerator Program

The aim of the Export Accelerator Program is to ensure companies are investment ready to take on venture capital.

Having progressed through the incubation program, start-ups will have defined, refined, and built their service/platform to the point where they have now achieved a Minimum Viable Team/Product/Technology where the start-up could now sell a version of their service. The accelerator program will help further hone the start-ups skills to present or pitch their service in order to attract the type of investment that will allow a business to begin to scale their operation and tackle international markets.

A four stage program has been developed:

Month 1

The mentors help the teams refine and focus their idea, and give them guidance on how to build internationally scalable businesses.

Month 2

When the start-up has decided how to precede, the building step starts and the focus is on developing the focused scalable service/platform.

Month 3 - Funding

This is when the pitching and presentation skills are refined in order to make investors interested.

Pitch/Demo Day

Each team gets a set time frame of up to ten minutes to pitch their product. Parts of the Demo Day are closed to the general public unless invited. This will include Blue Sky investment. It would be unusual for teams to raise money immediately on that particular day, as investors may be a bit more cautious than in the USA. They do however have great chances of making important contacts that later will lead to further funding.

(see reference 4 for more information)

EXPORT ACCELERATOR PROGRAM QUICK FACTS	
Program Objective	To preparation start-ups for Angel Investors or Venture Capital investment to drive rapid market entry.
Participants	Individuals and companies with novel / innovative concepts designed for export markets who are at embryonic stage.
Program Acceptance	Applicants will be selected via a competitive process to be selected by the Program Manager
Location	Export Hub - Prospect
Length	3 Months
Workshops	Intense 12 x 1 Day workshops
Facilitator	LeapSheep
Program Manager	Kirk Drage

Attachment

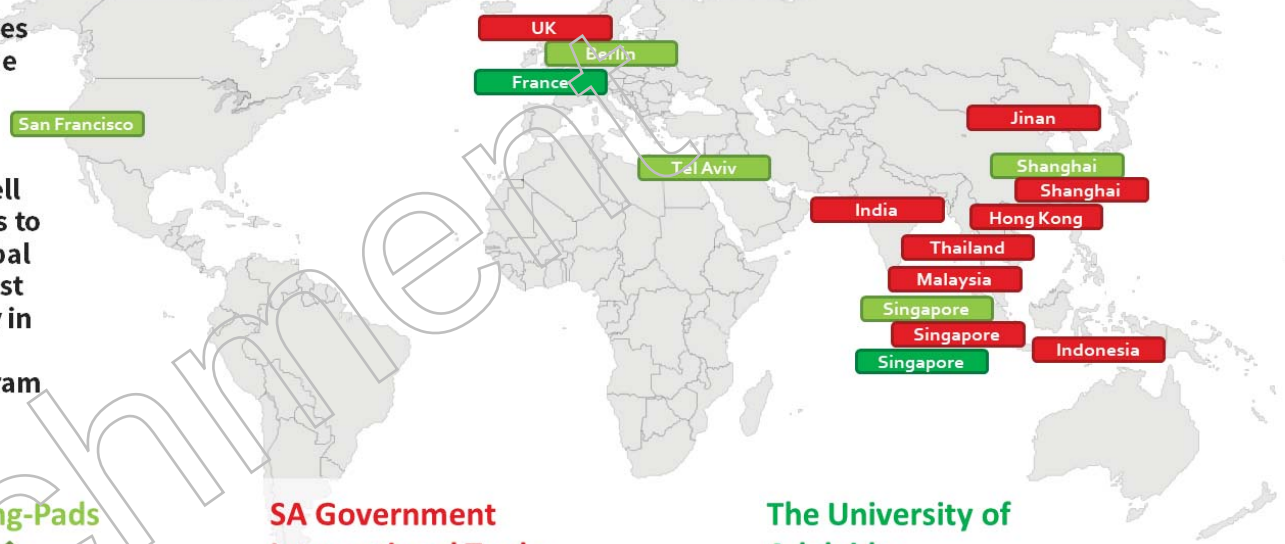
Export Launch Pad

The final Program stage will be integration into the existing Government and University Export Launch Pads.

The Management Team will work closely with the Government of South Australia's Trade Start to establish opportunities for participants to connect with international Launch Pads and Partners. (See Attachment 5 for DSD letter of support) The University of Adelaide has also indicated its support to connect participants through its French Partnerships. See Attachment 11 for information.

See Attachment 16 for details of Export Launch pad Program. Export Launch Pad workshops will be held every 2 months. The Export Hub will be the centre of export advice and learning in Sout Australia by adopting a multidisciplinary approach.

To ensure ample export opportunities for participants, the EIP is establishing partnerships with federal and state government, as well as local enterprises to open access to global relationships; to fast track market entry in high potential countries for program participants.



AUSTRADE Landing-Pads National Agenda

Austrade has established five Landing Pads in Berlin, San Francisco, Shanghai, Singapore and Tel Aviv. Through the ESI, participants will be encouraged to apply to market relevant landing pads to drive rapid business growth.
In addition to this, the program will also aim to connect with other businesses utilising the landing pads to create global connections between current Landing Pad users and the EIP aspiring exporters.

SA Government International Trade Offices

The South Australian Government – Trade & Investment Team has indicated their support for this innovative project.
SA is currently underperforming in it's export goals. The EIP will be designed to leverage the SA Government strategies including; trade mission opportunities, grant opportunities and connections through the in-country SA Trade Offices to business opportunities.

The University of Adelaide Global Partners

The University of Adelaide's ThincLab Incubator provides start-ups with access to all the tools, resources and networks required to successfully collaborate, disrupt and innovate. ThincLab Adelaide is part of a global network of incubators run by The University of Adelaide, with sister-sites in Singapore and Chalons en Champagne (France) providing start-ups with entry into the lucrative Asian and European markets.

Attachment

Support Programs and Organisations

To support the Export Hub Incubation Program there will be a series of additional initiatives:

Business Service Programs	
PROFESSIONAL SERVICES: Assess and connections to Professional Services will form part of the structure. The intended model for these services will be to provide participants with reduced rates in order to leverage required beneficial general services such as; finance, business structuring, general marketing, human resources, IT support etc. In addition to benefits for the participants, services providers will be sourced from local businesses in the ERA; creating further economic activity in the region.	MANAGEMENT PARTNER: The Eastside Business Enterprise Centre (Eastside BEC) is a not-for-profit organisation established to assist small businesses in the eastern regions of Adelaide. The organisation is supported by the councils in the ERA and supports businesses with training, providing business connections and advisory services. The organisation currently has more than 2,500 active businesses on the register, who engage regularly to gain growth opportunities. As part of the services provided, the Eastside BEC run a comprehensive program of events, training and workshops throughout the year. The training is run by industry experts on a wide range of business topics.
Business Development Workshops	
NETWORKING: Networking is ideal for businesses and individuals for sharing ideas and knowledge across both similar and diverse sectors. The Advisory Board is dedicated to establishing a structured networking platform for the Hub; as they believe it is vital for building long-term relationships and a good reputation over time. Networking will further support the concept to create an Export Services cluster within this hub. In addition to business opportunities, networking will also provide a platform for social engagement between residents; creating a place where individuals and businesses want to do business.	MANAGEMENT PARTNER: The Prospect Council will lead this element. The City of Prospect is one of South Australia's most innovative councils; with a vision to create a Prosperous Environment for residents, businesses and investors. The City has 21,200 residents and the 2016 Census reported 1,800 local businesses. The City has also seen a dramatic housing growth; being one of the 5 fastest growing suburbs in Australia. The City of Prospect is a service focused hub – with vast majority of residents working in professional services and sales.
MASTER CLASSES: Master Classes will be designed and delivered specifically for Participants on an as needs basis. Participants will engage as a group, working with each other and a trainer in order to identify growth strategies specific for Export Services. m	MANAGEMENT PARTNER: Master classes will be run in conjunction with program partners (such as Eastside BEC) and experts in residence. These programs will all be dedicated to supporting Export Services businesses and be a value add of the Hub.

Attachment

Management of the Export Hub

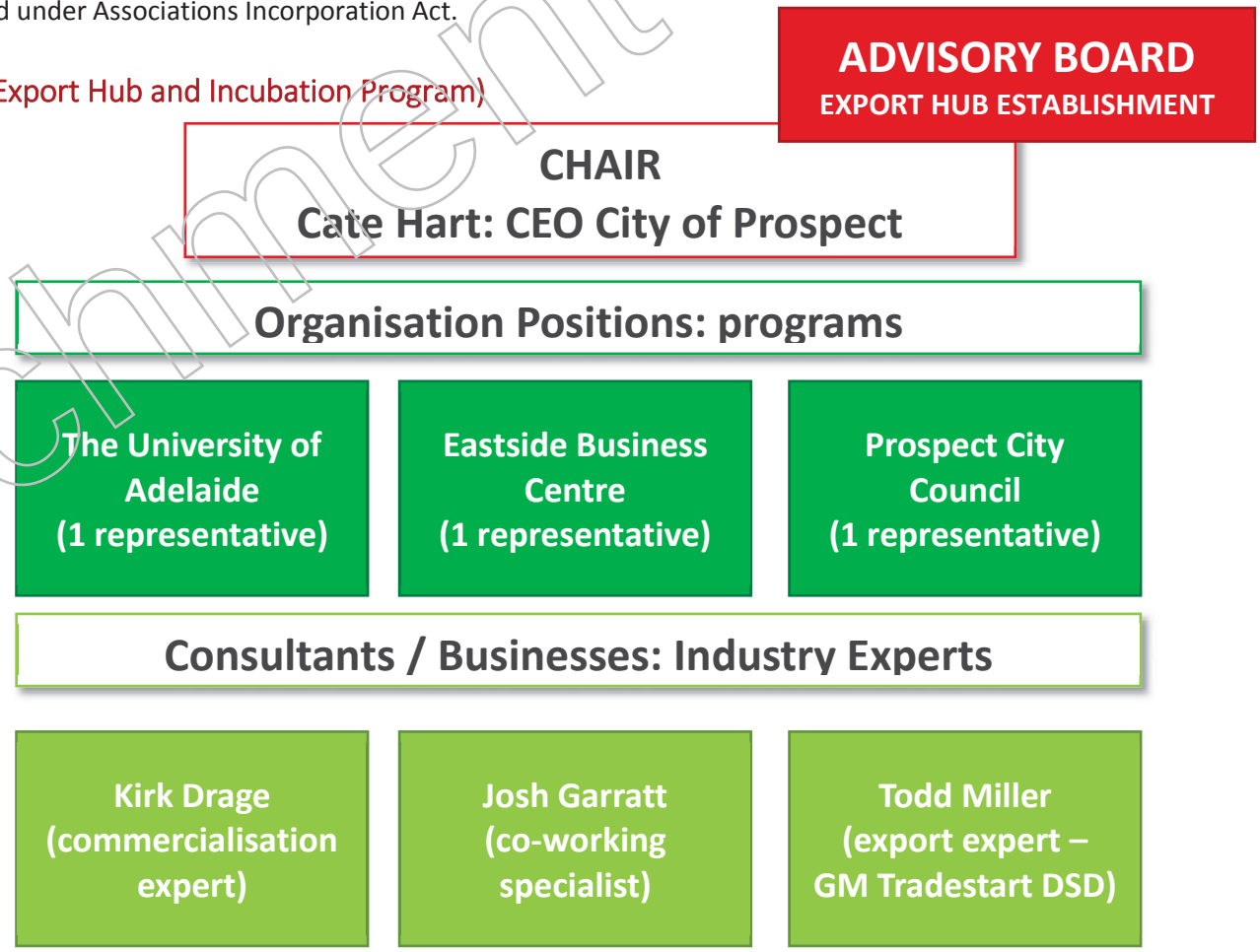
Management has been allocated into two key structures:

1. Project Management (Advisory Board) with the objective to provide advice to Council during the establishment phase of the Export Hub (first 12months).
2. Program Management: Establishment of Board under Associations Incorporation Act.

1. Project Management (Establishment of Export Hub and Incubation Program)

The Project to Establish the Export Hub will be managed by the City of Prospect, with support of a highly skilled Advisory Board (right).

The Project Manager will be Chris Hannaford, Director of Business and Innovation at the City of Prospect. (See Attachment 6)



Attachment

Advisory Board Consultant Positions

The City of Prospect has identified 3 external expert positions required to support the successful establishment of the Export Hub and Incubator Program. The aim of the positions is to ensure the academic and government support is met with industry support.

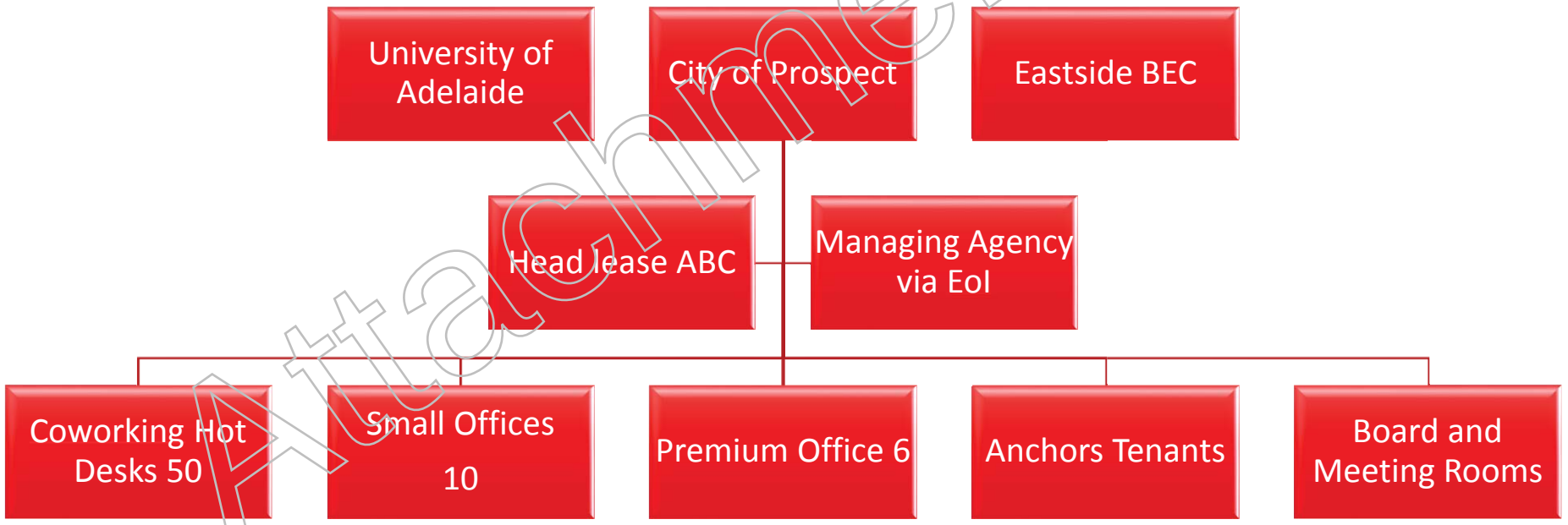
Position	Commercialisation Expert	Co-working specialist)	Export Expert
Broad Summary of Role	Provide guidance and support on: • Commercialisation needs for early businesses • Commercialisation stages for business • Identifying Investment / funding opportunities • 'real world' considerations on commercialization • Networking opportunities • Commercialisation planning for participants	Provide guidance and support on: • Sustainable co-working strategies • Best practice for co-working • Financial modelling for profits • Commercial opportunities for co-working hubs • Networking opportunities • Contract support for Management Agency • Recruitment of Management Agency • Promotion of Export Hubs	Provide guidance and support on: • Export opportunities for participants • Export connections through government platforms and initiatives • Export trends and market information • Export requirements for new markets • Export funding opportunities • Networking and connections
Skills Required	Experience and success in: • Commercialising Export Services • Commercialisation strategies • Legal and contract requirements for early start ups • Investment for early-stage start ups • Attracting new customers • Business structures for international linkages and success • Rapid Market Entry strategies • Exit strategies	Experience and success in: • Establishing co-working spaces • Undertaking management of co-working spaces • Legal and contract agreements around co-working spaces • Marketing new co-working hubs • Establishing policies and procedures • Building strong networks • Integrating various business groups under one network	Experience and success in: • Establishing a business in export markets • Export Market entry strategies • Export financing • Legal and contract obligations for exporting • Exporting strategies and sales options • Building strong export networks.
Term of agreement	Monthly engagement -12months	Monthly engagement -12months	Monthly engagement -12months

Attachment

2. Program Management (On-going management of Export Hub and Incubation Program)

Once established, the Export Hub and Incubation Program will take on the below management Structure:

The University of Adelaide and Eastside BEC will remain on an overarching Board of Association with the City of Prospect to ensure the successful delivery of the Export Hub and Incubator Program. City of Prospect will manage both the Head Lease of the space (ABC Building) and contract a Management Agency to manage the Export Hub space and implementation of the Export Incubation Program.



Attachment

Key Responsibilities of the Management Agency

The City of Prospect has developed and EOI (Attachment 9) to requested interested parties apply to manage the Export Hub and support coordination of the Incubation Program. The Council seeks private operators with appropriate levels of skill, experience and willingness to fulfil some or all of the following functions and roles:

- Provide expert advice for the final fit-out of the Hub
- Marketing the Export Hub
- Promoting the Export Hub and attracting, vetting and signing up users
- Ensuring users fulfil their obligations and contractual arrangements and dealing with Members who do not, or cannot comply
- Employing the Export Hub Manager
- Implementing Export Service Incubator Program (coordination of program within the space)
- Proactively instigating initiatives that add value to users and that enhance the reputation of the Hub
- Participating in bi-monthly management meetings with the Council management team
- Providing quarterly written reports to Council on management issues such as finances, user status and issues, marketing/promotion and risk management
- Support innovative Australian startups to assist them to trade locally, regionally, nationally and internationally
- Expand the scale and operations of existing Australian businesses targeting innovative startups to increase their chances of success in local, regional, national and international markets
- Develop new innovative Australian startups with a focus on international markets
- Assist Council with the provision of services and activities targeted at the broader community and stakeholder groups who interact with the digital economy.

The Management Agency contract will be secured in February 2018.

Attachment

Key Management (Bio's)

Key Personnel to Deliver Project & Track Record of Team

City of Prospect has sourced an expert management team to support both the establishment of the Co-Working Space and Incubation Program and the Implementation of the Incubation Program. The below summary highlights the key Advisory Board Members:

NOEL LINDSAY: Professor of Entrepreneurship and Commercialisation University of Adelaide Noel is responsible for overseeing the areas of entrepreneurship and innovation across the University of Adelaide while working with the University's technology transfer office, Adelaide Enterprise, to promulgate an enriched entrepreneurial culture in the University leading to increased commercialisation outcomes. Noel has vast experience in start-up businesses, previously he co-founded, developed, and harvested successful businesses in Australia, South Africa, and Malaysia. He also worked in the corporate insolvency field as a Chartered Accountant in the areas of company liquidations and receiverships and then as a Director of a Sydney-based venture capital fund.

JOSH GARRATT: Chairman of Coworking South Australia Association ("CoworkingSA"). Josh has previously managed That Space Coworking in Norwood and is extensively involved in the Adelaide Startup Ecosystem. His thorough understanding of the operational and social fundamentals of coworking and how they help to create strong innovative and entrepreneurial communities has supported a wide range of co-working hubs across South Australia.

KIRK DRAGE co-founder of LeapSheep: LeapSheep is pioneering "Start-up Incubation-as-a Service", to successfully guide new economy business builders and disruptive innovators. Kirk's career has been driven by 3 keen interests; Digital Technology, Scalable Business Models and the Human Condition. He has held leadership roles spanning fortune 500's, Silicon Valley start-ups, business development in over 20 countries and placing investments in early-stage companies. He brings his experience to the project to support SA Start-ups gain investment for rapid growth.

Attachment

Incubator Support Merit Criteria

Management and Business Capability

Key Personnel to Deliver Project & Track Record of Team

City of Prospect has sourced an expert management team to support both the establishment of the Co-Working Space and Incubation Program and the Implementation of the Incubation Program. Full Bios of the committee are attached to this application and the Advisory Board and Management Team Structures are demonstrated in the Business Case. The below summary highlights the key Advisory Board Members:

NOEL LINDSAY: Professor of Entrepreneurship and Commercialisation University of Adelaide Noel is responsible for overseeing the areas of entrepreneurship and innovation across the University of Adelaide while working with the University's technology transfer office, Adelaide Enterprise, to promulgate an enriched entrepreneurial culture in the University leading to increased commercialisation outcomes. Noel has vast experience in start-up businesses, previously he co-founded, developed, and harvested successful businesses in Australia, South Africa, and Malaysia. He also worked in the corporate insolvency field as a Chartered Accountant in the areas of company liquidations and receiverships and then as a Director of a Sydney-based venture capital fund.

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The Operations Model & International Connections

The implementation of the Export Services Incubation Program for Start-up Businesses will be managed by University of Adelaide.

To support the structured program, the Co-working Hub management agencywill drive collaboration through; existing local businesses, local business group Eastern Business Enterprise Centre (EBEC) and State Government programs such as specialised trade missions.

University of Adelaide will further support to foster relationships with sister universities in France and Singapore. The State Government has also given their support to facilitate relationship with South Australian offices across the globe – with a high focus on the Asian Region.

Attachment

In addition to this a Management of the Co-working hub will be outsourced to an agency. And EOI will be prepared for this.

Services To Be Provided

The Incubation Support Program will support funding for the following services:

1. Co-location: the new Hub at Prospect will be a major part of this program
2. Structured programme: Adelaide University will deliver a highly tailored program for Start Up businesses -- focused on Export Services.
3. Mentoring: through connections with Adelaide University and The EBED, a series of mentors will be identified to support start-ups
4. Professional services: EBEC will provide professional services to program participants from general business support to highly tailor advisory services as required.
5. Networking events: City of Prospect and EBEC will hold regular networking events for both participants in the program and other businesses to create local linkages for global objectives.

Ongoing Funding

Post the Grant Period of 12months, the program will continue funding through the following channels:

1. Course Payments: a co-payment by participants for the course will be applied. (Note: a range of scholarships will be provided Free of Charge to key high potential businesses)
2. Co-working Revenue Contribution: The course will be subsidised by the Co-working space revenue. The space will charge a fee to standard residents and businesses. This fee will support the running of the co-working space, as well as contribute to the Export Services Incubation Program.
3. Council Support: City of Prospect has committed to investing $100,000 in year 1. Pending the success of the program, it is planned for the 6 councils in the Eastern Region to each contribute to the sustainability of the program.

Attachment

Expected impact and benefits of the project

Addressing the Market Gap

The Export Services Incubation Program delivers a much-needed solution for the Adelaide Eco-System. Currently there is no export focused OR services focused incubation hub / program in South Australia. This large gap was recognised via commercialisation expert Kirk Drage and his report can be found attached to this application.

The location selected for the Hub also provides a solution for the large gap in the market for office spaces in the Eastern Region of Adelaide. There are currently very little co-working opportunities in this area. The area has a high number of professional services businesses and City of Prospect see this project as a core to nurturing and supporting these start-ups to take concepts from Adelaide to the globe.

1. **improving the commercial prospects of innovative start-ups in international markets**

The Export Services Incubation Program, managed through University of Adelaide is designed to attract start-ups via the e-challenge component of the program. The Australian eChallenge is a competition based learning experience that develops strategic business thinking for early-stage entrepreneurial ventures. To be eligible to enter the course, participant MUST have an innovative concept or idea. This is then pitched against other concepts to ensure only the best are selected for program sponsorship participation. Remaining contestants who meet the eligibility requirements are able to participate at a fee.

This program is focused on taking participants through commercialisation and on to pitching ideas to investors and potential clients; ultimately improving the start-ups commercial prospects.

1. **developing Australia's innovation ecosystem so that innovative start-ups can thrive and flourish in international markets, by supporting Incubators including in the development of clusters, focussed on new regions, sectors or linked with universities**

The strategic decision was made to create an Export Services focused program to create a cluster in one of South Australia's highest growth areas; Prospect. There is currently no services focused clusters in South Australia. Services exports are out-growing goods exports in many industry sectors and this will be an opportunity for services to receive a focused approach and also, work off each other to drive opportunities.

The program is further designed to integrate all facets of the economic eco-system from: Government Support (AusTrade and Local Councils), University (University of Adelaide), Business Groups (EBEC) established local businesses – all connecting with aspiring entrepreneurs.

2. **developing the capability of Incubators to facilitate and foster innovative start-ups with the potential to operate in international markets.**

   This program has a heavy focus on fostering the linkages with international markets. City of Prospect has gained endorsement from local government to support participants through its business missions and connecting participants through the states international offices. South Australia has a large focus on the Asian Markets and this is where majority of the support will be directed.

Attachment

University of Adelaide has further given support to provide connections through its establishment in France. There is potential for exchanges to Europe through the course of the program.

Value for money

Requirement for Support

This project is reliant on AusIndustry's Incubator Support Program to support with the high establishment costs of a large incubation project. By year 2, the project will be sustainable through course contributions and co-working fees.

Currently, the project has received in-kind support through University of Adelaide and further support, through the Department of State Development.

City of Prospect has committed to injecting $100,000 of cash contribution to ensure the success of this project.

By year 2 of operation, the co-working space and incubation program is forecast to be managed as a breakeven entity, with all profits driven back into the organisation to continue to create opportunities for participants.

Impact of this Program

This project will have the following economic benefits:

- 80 New Businesses in 3 years;
- An additional $10.6M in GRP (Gross Regional Product) in 3 years;
- 115 New Jobs and 575 Indirect Jobs for the region; and
- a Cluster of High-Growth Potential Sectors such as fintech, space-tech, ICT, health, education and professional e-services.

A business case has been prepared to justify these numbers and highlight the high value this project will bring to the South Australian Start-up eco-system.

Attachment

References

R1_Final Eastern Region Alliance Smart Region and Creative Industries Framework December 2015

R2_Econsearch Economic Impact Report - CR16 30399

R3_Professor Dick Blandy Report Final - 06 02 2014 page 36

R4_ Establishing a Services Based Export Incubator - City of Prospect

R5_SACF innovation plan by redfire

Attachment

Attachments

ATTACHMENT_1_City of Prospect_Letter of Support_EBEC

ATTACHMENT_2_CoworkingSA letter to City of Prospect (28 July 2017)

ATTACHMENT_3_eChallenge_Information

ATTACHMENT_4_Prospect Business Innovation Hub - Expression of Interest for Operator

ATTACHMENT_5_ E-Challenge_Lecturing Staff

ATTACHMENT_6_France_Annual_Report

ATTACHMENT_7_Leap - Letter of Support for City of Prospect Incubator

ATTACHMENT_8_LETTER OF SUPPORT_ADELAIDE UNI_Prospect Coworking Hub and - Export Services UofA Incubator Program

ATTACHEDMENT_9_Chris_Hannaford CV (DON'T HAVE)

ATTACHMENT_10_Kirk Drage 2017 CV

ATTACHMENT_11_ABC BUILDING LAYOUT

ATTACHMENT_12_Joah Garret CV (DON'T HAVE)

ATTACHMENT_13_DSD_LETTEROF SUPPORT (DON'T HAVE)

ATTACHMENT_14_DSD_LEASE AGREEMENT (DON'T HAVE)

Attachment

Application ID	6760834
Created	02/11/2017 2:47 PM
Modified	02/11/2017 3:04 PM

Nominated precinct	
Precinct name	ABC Building Export Hub
Managing Entity of the precinct	
Does the Managing Entity have a current Australian Business Number (ABN)?	Yes
Managing Entity ABN	
ABN Hidden	58758236361
ABN	58758236361
ACN Hidden	
Main name hidden	CITY OF PROSPECT
Main name	CITY OF PROSPECT
Entity type hidden	Local Government Entity
Entity type	Local Government Entity
Search again?	
Precinct site address	
Precinct site search	85 NORTH EAST ROAD, COLLINSWOOD, SOUTH AUSTRALIA, 5081
Unit number	
Street number	85
Street name	NORTH EAST
Street type	ROAD
Suburb	COLLINSWOOD
State	SA
Postcode	5081
Applicant contact details	
Primary contact	
Given name	Daniel
Family name	Adams
Phone	08 8342 8031
Email	daniel.adams@prospect.sa.gov.au
Is the listed Primary Contact also the current or proposed Precinct Manger?	Yes
I have read and understood the role and requirements of Precinct Manager and I:	... acknowledge, on behalf of the Managing Entity, that if this application is successful a Precinct Manager will need to be nominated at that time

Attachment

Description of Precinct Activities	
Describe the activities undertaken at the nominated precinct	City of Prospect has identified a unique and highly valuable economic opportunity for a new Export Hub with a specialised Export Incubator Program (EIP): 1. The Export Incubation Program (EIP): a highly targeted growth program for startups providing mentoring, coaching, networking, training and master classes for participants to engage with in order to increase new export service start-ups potential success in global markets. The EIP will be located in a brand new co-working hub space. 2. Physical Location: Export Hub will be a new co-working space in the ABC building. The design of this space will support both start-ups and existing local business targeting those with a desire to transition to hyper-growth and develop export services.
How does the nominated precinct support innovation?	Funding is being sought from the Commonwealth Incubator Support Initiative to establish the Export Hub. This Hub will focus on innovation by working in conjunction with the University of Adelaide's Thinclab to run an EIP. This program will help commercialise export service companies, and support earlier stage startups. The Export Hub Eco-System is designed to be a continuous lifecycle, encouraging residents to evolve and grow until ultimately the enterprise gains investment or exits. Research shows this project will generate; • 80 New Businesses in 3 years; • An additional $10.6M in GRP (Gross Regional Product) in 3 years; • 115 New Jobs and 575 Indirect Jobs for the region; and • a Cluster of High-Growth businesses.
Operational information	
Is the proposed precinct currently operational?	No
Please indicate the date from which the precinct is expected to be operational.	1/03/2018
Will the precinct remain at the current address until 30 June 2021?	Yes
	See attached FINAL_BUSINESS CASE EXPORT HUB.docx

Attachment

	FINAL_BUSINESS CASE EXPORT HUB.docx
GigCity Adelaide connection	
How will the GigCity Adelaide network benefit your precinct?	The GigCity Adelaide network will further attract high potential businesses to the Export Hub, by providing world class infrastructure combined with a unique commercialisation program. The targeted high growth businesses are anticipated to be focused on selling their services to the international market, require high speed connectivity and bandwidth. Additionally this connection may lead to further activation of the currently underutilized ABC building.
Can the precinct or tenants take up the GigCity service as soon as it is connected?	Yes
Co-funding	
Is the proposed precinct prepared to make financial co-contribution towards the costs of connection to the GigCity Adelaide network?	Yes
Please indicate the amount (in $AUD) of the proposed co-contribution.	5000
Tenancy information	
How many businesses have a current, ongoing tenancy agreement at the proposed precinct?	0
How many full-time equivalent jobs (defined at 40 hours per week) are currently supported at the proposed precinct?	0
Do you expect a growth in tenants within 12 months of connection to GigCity Adelaide?	Yes
How many? And why?	Business case support the Export Hub will be 35% occupied in the first 12 months, this equates to 27 tenants in the first year
Do you expect to create full-time equivalent jobs (defined as 40 hours per week) at the proposed precinct within 12 months of connection to GigCity Adelaide?	Yes
How many? And why?	Business case support the Export Hub will be 35% occupied in the first 12 months, this equates to 34 FTE, increasing to 68 in the second year.
Service requirements	

Attachment

How many individual Gig City services required? Note that question refers to the number of separate internet connections required, not the number of businesses that will access those connections.	1 GigCity service (a single connection for use by a single business or aggregated for use by multiple businesses)
Select the following that best describes the way in which the GigCity services will be distributed to businesses within the precinct.	To individual or multiple businesses via a VLAN or cabled LAN
Secure environment	
Does the precinct have (or can acquire) a secure and well-ventilated telecommunications room with an uninterruptible power supply?	Yes
Does the precinct have (or can acquire) a wall-mounted server rack (or cabinet) with sufficient spare capacity for equipment with the dimensions 4.35cm x 43.4cm x 43.5cm?	Yes
Do you accept, and would you sign, the standard terms and conditions as outlined in the User Access Agreement with SABRENet?	Yes
I warrant that the information supplied in this application (including supporting documentation) is true, and authorise the Government of South Australia and its employees or agents to undertake any reasonable checks on the veracity and quality of the information provided.	checked

Attachment

Application ID	6766676
Created	10/11/2017 2:33 PM
Modified	10/11/2017 4:26 PM

Nominated precinct	
Precinct name	Prospect Road Innovation Precinct
Managing Entity of the precinct	
Does the Managing Entity have a current Australian Business Number (ABN)?	Yes
Managing Entity ABN	
ABN Hidden	58758236361
ABN	58758236361
ACN Hidden	
Main name hidden	CITY OF PROSPECT
Main name	CITY OF PROSPECT
Entity type hidden	Local Government Entity
Entity type	Local Government Entity
Search again?	
Precinct site address	
Precinct site search	128 PROSPECT ROAD, PROSPECT, SOUTH AUSTRALIA, 5082
Unit number	
Street number	128
Street name	PROSPECT
Street type	ROAD
Suburb	PROSPECT
State	SA
Postcode	5082
Applicant contact details	
Primary contact	
Given name	Chris
Family name	Hannaford
Phone	08 8269 5355
Email	chris.hannaford@prospect.sa.gov.au
Is the listed Primary Contact also the current or proposed Precinct Manger?	Yes
I have read and understood the role and requirements of Precinct Manager and I:	... acknowledge, on behalf of the Managing Entity, that if this application is successful a Precinct Manager will need to be nominated at that time

Attachment

Description of Precinct Activities	
Describe the activities undertaken at the nominated precinct	The precinct consists of 4 key sites bounded by two new buildings: City of Prospect – Community Hub Library and Innovation Centre (CLIC) to be completed in late 2019 and 98 Prospect Road (Office above Cinema) recently completed. These buildings will provide additional space for incubation to assist business innovation. These new spaces will be linked with the two existing coworking/ shared office spaces on Prospect Road – Little City and Business Hub. This will create an innovative incubation network with four collaborative incubations spaces within 500m on Prospect Road. The existing incubation/office spaces are in high demand and there is a need to expand space into the 2 new buildings.
How does the nominated precinct support innovation?	The precinct will create a high density of innovative businesses in a high street environment. It will link with the proposed Export Hub in the ABC building which will provide high level business incubation programs run by the University of Adelaide. City of Prospect will manage the Precinct and may form a Precinct Association with the four sites as the anchor tenants. The precinct will be supported by: • Prospect Fast WiFi • Prospect Road – Marketing Fund • Network Prospect - events • Enhanced public spaces. The link between the Export Hub, and the 4 other business innovation offices will provide the perfect environment for: structured Incubation programs, networking meeting & informal collaboration.
Operational information	
Is the proposed precinct currently operational?	Yes
Will the precinct remain at the current address until 30 June 2021?	Yes
	UPLOAD
	Prospect Road Innovation Precinct.pdf
GigCity Adelaide connection	

Attachment

How will the GigCity Adelaide network benefit your precinct?	Gig City will be the fibre backbone connecting four major coworking and serviced offices along Prospect Road. It will be a catalyst to bring those organisations together to focus on innovation, collaboration and incubation. The high speed data will assist in attracting ICT, Defence, Space, Fintech, Health, Engineering and Mining businesses to Prospect. City of Prospect has SABRENet fibre adjacent to its existing building and has installed a conduit system on Prospect Road that runs past all four participating organisations
Can the precinct or tenants take up the GigCity service as soon as it is connected?	Yes
Co-funding	
Is the proposed precinct prepared to make financial co-contribution towards the costs of connection to the GigCity Adelaide network?	Yes
Please indicate the amount (in $AUD) of the proposed co-contribution.	5000
Tenancy information	
How many businesses have a current, ongoing tenancy agreement at the proposed precinct?	53
How many full-time equivalent jobs (defined at 40 hours per week) are currently supported at the proposed precinct?	48
Do you expect a growth in tenants within 12 months of connection to GigCity Adelaide?	Yes
How many? And why?	The activation of the newly established vacant office space at 98 Prospect Rd, will bring a further 4 to the Prospect Innovation Precinct. The connection to GigCity is expected to increase coworking tenants by 17 in the first 12 months. Additionally, the opening of a coworking space in the City of Prospect CLIC building will create a further 20 coworkers.
Do you expect to create full-time equivalent jobs (defined as 40 hours per week) at the proposed precinct within 12 months of connection to GigCity Adelaide?	Yes

Attachment

How many? And why?	The activation of the newly established vacant office space at 98 Prospect Rd, will bring a further 90 FTE to the Prospect Innovation Precinct. The connection to GigCity is expected to increase coworking FTEs by third in the first 12 months. Additionally, the opening of a coworking space in the City of Prospect CLIC building will create a further 10 FTE coworkers.
Service requirements	
How many individual Gig City services required? Note that question refers to the number of separate internet connections required, not the number of businesses that will access those connections.	2 – 8 GigCity services
Select the following that best describes the way in which the GigCity services will be distributed to businesses within the precinct.	To each individual business within the precinct via its own cabled connection
Secure environment	
Does the precinct have (or can acquire) a secure and well-ventilated telecommunications room with an uninterruptible power supply?	Yes
Does the precinct have (or can acquire) a wall-mounted server rack (or cabinet) with sufficient spare capacity for equipment with the dimensions 4.35cm x 43.4cm x 43.5cm?	Yes
Do you accept, and would you sign, the standard terms and conditions as outlined in the User Access Agreement with SABRENet?	Yes
I warrant that the information supplied in this application (including supporting documentation) is true, and authorise the Government of South Australia and its employees or agents to undertake any reasonable checks on the veracity and quality of the information provided.	checked

Attachment

Prospect Road Innovation Precinct

Attachment

CITY OF PROSPECT

Attachment

Executive Summary

‘Prospect Road Innovation Precinct’ is a creative, integrated approach to stimulate innovation, visitation and development on Prospect Road. This program forms the next stage of the Digital Economy vision of City of Prospect.

The creation of a *Prospect Road Innovation Precinct* ecosystem will further improve the economic prosperity and wellbeing of the local community through the utilization of digital technology. The project leverages the region’s unique competitive advantages, including enviable NBN Fibre to the Premise (FTTP) internet infrastructure, and builds on the success of the multi award winning ‘Prospect Road Village Heart’ upgrade. City of Prospect’s digital advantage can be further enhanced by the State Government’s GigCity program, which offers 1 gigabit per second (gbps) internet speeds to innovative business precincts (such as ours’s) and the ability to transfer files to other businesses on the GigCity network at up to 10Gbps. These speeds are ten and one hundred times faster than FTTP respectively, creating a draw for data-reliant businesses across the country some of which are already attracted to the offering of the region.

Indeed GigCity will be an important program that builds on eight years of City of Prospect’s Digital Economy Strategy, which was first launched in 2009. City of Prospect has been a leader in driving the local digital economy and has been carefully developing a wide range of soft and hard infrastructure projects that will facilitate the implementation of GigCity in the region at minimal cost to Government. These projects include the upgrade of Prospect Road and amendments to planning policy which have resulted in an urban high street environment with four story apartments and mixed use developments such as the new cinema and office complex. As part of this upgrade City of Prospect has worked with SABRENet to bring fibre into our schools and our Thomas Street Library. City of Prospect has also ensured that as part of the upgrade of Prospect Road, additional conduit was placed in the ground to facilitate a future expansion of a fibre network, enabling the GigCity network to be readily installed. Until recently it has not been necessary to access this conduit, however, market demand for high-speed internet access such as City of Prospect’s FTTP has led to increasing demand for more data intensive businesses. Indeed, Little City Studio and Business Hub, services offices are currently at capacity due the precinct’s digital infrastructure and amenity. The advent of two new commercial buildings on Prospect Road: Cinema and Office Complex and City of Prospect’s proposed Community Hub and Innovation Centre (CLIC) necessitate the need for GigCity infrastructure.

City of Prospect has already positioned itself as a global leader in digital smart city initiatives, as highlighted by being recognised five times since 2011, as one of the top 21 intelligent communities in the world by the Intelligent Community Forum. The *Prospect Road Innovation Precinct* will take this community and business leadership to the next stage with an integrated digital innovation precinct initiative. This project further encourages the potential of exploring relationship-building opportunities with other Smart 21 Communities around the world to assist scope projects in more detail and open trade opportunities for local business.

Continued success will depend on strong leadership, business collaboration and a community willingness to become a place of excellence and vision, while leveraging these successes for both community and business benefit into the future.

Draft

Executive Summary

Creating a *Prospect Road Innovation Precinct* as part of the 'Digital Prospect' concept will also be a unique selling proposition to attract new visitors, residents, and, in turn, businesses through additional demand and footfall to set up within the precinct. This will drive future demand and development investment. Successful implementation of these projects would see City of Prospect become further recognised as a world-renowned leader in applying digital technologies in a local mainstreet community context to support a central hub for a truly 'creative and innovative city'.

Attachment

4

Innovation Framework

The *Prospect Road Innovation Precinct,* based around the Intelligent Community Forum (ICF) international framework, seeks to create new opportunities for the local community. This framework has six ICF indicators:

1. Broadband - Infrastructure is the foundation of economic competitiveness
2. Knowledge Workforce - A labour force that creates economic value through its knowledge
3. Innovation – Based on relationship between business, government and institutions (ie. universities)
4. Digital Equality -Allowing everyone access to broadband
5. Sustainability – Part of the triple bottom line approach
6. Advocacy - Engaging leaders and citizens, businesses and institutions

The *Prospect Road Innovation Precinct* addresses all six indicators, while the GigCity proposal focuses on indicators one and three - Broadband and Innovation. The broadband economy is an innovation-driven economy. Economist Robert Solow won the Nobel Prize in 1987 for proving that 80% of all economic growth comes from the development and use of technology. The spread of global and local connectivity has had a fundamental impact on the necessity for innovation, its speed and its economic value.

Innovation is essential to the interconnected economy of the 21st Century. Intelligent Communities pursue innovation through a relationship between business, government and such institutions as universities and hospitals. The 'Innovation Triangle' or 'Triple Helix' helps keep the economic benefits of innovation local, and creates an innovation ecosystem that engages the entire community in positive change. Investments in innovative technology by government contribute to that culture and improve service to citizens while reducing operating costs. Council has signed a Memorandum of Understanding with the University of Adelaide (2017) to collaborate on business incubation and smart city initiatives and has developed a collaborative work plan with the University. This will ensure that the 'Triple Helix' approach will be embedded in the *Prospect Road Innovation Precinct*.

The location of City of Prospect adjacent to the CBD, with all the amenity of a boutique lifestyle precinct but with lower rents and free parking gives the region a distinct competitive advantage. The addition of NBN FTTP and access to high speed data is a true game changer.

Attachment Draft

5

Vision & Brand

Creative Community and Business Innovation

Foster a creative community based on investment in people, business, built environment and broadband. This will result in increased visitation, vibrancy and commerce.

Now is the time to further position the City of Prospect and Prospect Road as a leading digital innovation region in Australia, offering an unparalleled mix of accessibility, skilled labour, nationally attractive overhead costs, and unparalleled high speed internet access. This project involves creating a specific vision document and branding for the *Prospect Road Innovation Precinct*, based around the core projects in this document, clearly articulating the purpose and objective of the *Prospect Road Innovation Precinct* concept, which incorporates the existing 'Network Prospect' brand.

The theme will be orientated around the physical precinct bounded by 'Community Hub Library and Innovation Centre' (CLIC) to the new Cinema and office Complex', located at 98 Prospect Road. The area will be a 'first of it's kind' digital innovation mainstreet, achieved by overlaying a coordinated, digital strategy and linking with key sites and projects with a concentrated area of activity.

Themes to consider include:

- Creative Community – coffee, connectivity & livability
- Innovation Precinct– New Ideas, New Opportunities
- Business Innovation – GigCity
- Smart City - Intelligent Community

It is proposed to create a brand, logo and treatments specifically for the precinct that are complimentary to the existing City of Prospect brand. A brand and logo is currently being considered as part of the Prospect Road Village Heart Marketing Fund. Local businesses are being consulted as to brand and logo, which will have a role of attracting visitors, residents, tourists, and shoppers to the precinct, the new brand can be leveraged to appeal to digitally savvy entrepreneurs, businesses, and workers.

City of Prospect already has significant national and international recognition; however it is essential to continue to position the city further, via the creation of an innovation precinct on Prospect Road. The new CLIC will form the key anchor point and epicenter for the new positioning and will become a significant destination facility, drawing visitors and users from across the eastern Adelaide region.

It is estimated that the Library and Art Gallery with the Civic Centre will attract more than 150,000 people per annum to Prospect Road. There is ability for City of Prospect to leverage this new facility to stimulate increased regional investment, business attraction, growth, and mainstreet footfall.

Draft

6

Vision & Brand

A detailed branding and marketing strategy will also be undertaken to ensure the maximum result. The following six major projects will form the key points for an integrated approach to realise the vison of attracting new businesses and customers.

The six major projects of the *Prospect Road Innovation Precinct* are:

1. Precinct Anchors and GigCity
2. Prospect Export Hub
3. Community Hub Library and Innovation Centre (CLIC)
4. Outdoor Digital Meeting Places
5. Prospect Fast WiFi& Augmented Reality Experiences
6. Lifestylepreneurs

Attachment Draft

7

1. Precinct Anchors + GigCity

The *Prospect Road Innovation Precinc*t consists of four key sites bounded by two new buildings: City of Prospect – Civic Library and Innovation Centre (CLIC) to be completed in late 2019 and 98 Prospect Road (Office above Cinema) about to be opened to the public. These buildings will provide additional space for incubation to assist innovative business and entrepreneurs; with these new spaces being in proximity of two existing coworking/ shared office spaces on Prospect Road – Little City Studio and Business Hub. This will create an innovative incubation network and ecosystem with four collaborative incubations spaces within 500m on Prospect Road.

The existing coworking and shared office spaces are in high demand and as such the expansion of the network will increase choice of space and opportunities for collaboration and build a unique ecosystem.

City of Prospect has SABRENet ultra-fast fibre adjacent to its existing building on Prospect Road and has installed a conduit system along the road that runs past all four participating organisations. All of the proposed anchors are on the western side of Prospect Road making the connection of the building to GigCity a straightforward cost effective option.

The precinct will create a high density of innovative businesses in a high street environment. It will link with the proposed Prospect Export Hub in the ABC building which will provide high level business incubation programs run by the University of Adelaide (see page 10).

The City of Prospect could manage the Precinct and form a *Prospect Road Innovation Precinct* association or develop a Memorandum of Understanding with the anchor tenants.

The innovation precinct will be supported by existing City of Prospect initiatives such as:

- Prospect Fast WiFi
- Prospect Road Village Heart Marketing Fund
- Network Prospect business events
- Enhanced public spaces

The Council and the University of Adelaide have developed the Export Hub incubator proposal. When funded by the Commonwealth it is expected that the Export Hub will be a central training hub for the four coworking/ business innovation spaces on Prospect Road. As such it will provide the perfect environment for: structured Incubation programs, networking meetings and informal collaboration. This level of collaboration is the essence of innovation.

Draft Attachment

GigCity Program and Jobs

The GigCity Adelaide Program Stage Two is a State Government initiative aimed at connecting key innovation precincts and their businesses to extremely fast broadband speeds of 1Gbps at affordable prices. As such it will provide for entrepreneurs, start-ups and businesses with 'bandwidth heavy' services and products to be developed on Prospect Road.

GigCity will be the fibre backbone connecting four major coworking and serviced offices along Prospect Road. In addition, it has been a catalyst to bring those organisations together to focus on innovation, collaboration and incubation. The addition of high speed data will assist in attracting Information and Communication Technology, Defence, Space, Fintech, Health, Engineering and Mining start-ups to City of Prospect. Additionally, businesses connected to the GigCity network will

1. Precinct Anchors + GigCity

be able to transfer files between themselves at speeds of 10Gbps, further enhancing the ecosystem.

Table 1 shows the increase in tenancies and jobs in the precinct with the addition of two new buildings and the businesses having access to the GigCity program. The current employment in the two exiting business /coworking spaces is forty-eight. This will increase to one hundred and nineteen additional full time equivalents (FTE) in late 2019 as both the new buildings come on line and the exiting spaces access the new high speed data connection.

	Sqm	No. Current Tenants	Current No. FTE	No. FTE 12 months	Growth in Tenants in first 12 months	Growth in FTE in first 12 months
City of Prospect – Civic Library and Innovation Centre (CLIC)	380sqm	0	0	10 (from late 2019)	20	10
Little City Studio	260sqm	32	28	36	6	8
Business Hub	300sqm	21	20	31	11	11
98 Prospect Road (Office above Cinema)	1,100sqm	0	0	90	4	90
Total	2,040	53	48	167	41	119

Table 1 Tenancy Information and jobs outcomes

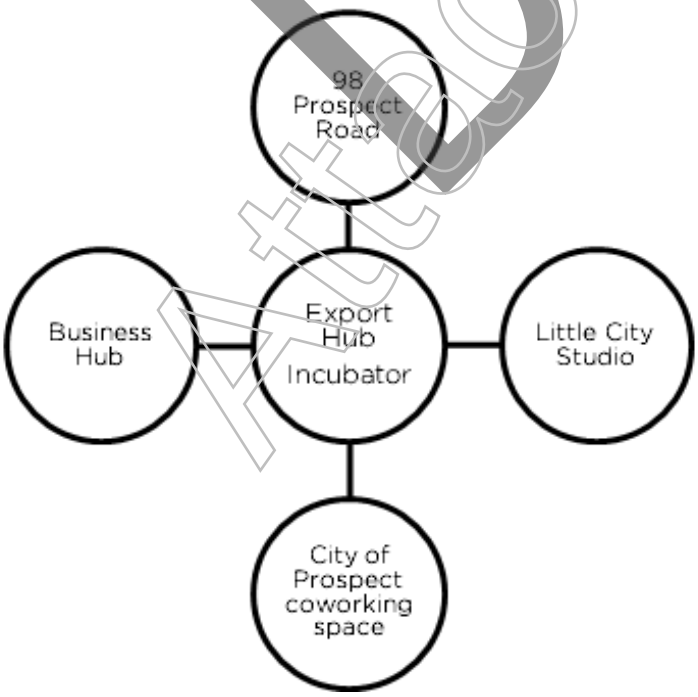


Figure 1 Types of Incubators and Coworking space

Draft

2. Prospect Export Hub

The net result of the GigCity program and the two new office spaces in the precinct is expected be a total of 167 FTE's or an increase in employment of nearly 250%.

City of Prospect has developed the Prospect Export Hub – incubation proposal. The Export Hub incubator would be located in the ABC building on North East Road. An application has been lodged for the Prospect Export Hub under the Commonwealth's Incubation Support Initiative. It is anticipated that funding for the Prospect Export Hub would be available in February 2018. The lease for the ABC building is currently being negotiated. However, the concept could easily be moved to the exciting *Prospect Road Innovation Precinct*.

The ABC building, Collinswood, has potential to be a state-of-the-art, best practice digital 'flagship' building. The eight-story building has several vacant floors which can be progressively developed into a leading co-working space in the eastern suburbs. A floor of approximately 800sqm could be home to the first major co-working space in the eastern region, outside of the CBD. The high speed fibred building lends itself to knowledge based and creative industry businesses. With a mix of anchor tech-related tenants, hot-desks and a shared space environment, collaboration and productivity would thrive. Dark fibre from GigCity Adelaide will be essential to the success of the project.

The University of Adelaide will manage the incubation program for the Prospect Export Hub. These programs include:

- Export E-Challenge
- Export Incubation Program
- Export Accelerator Program
- Export Launch Pad

The management of the Prospect Export Hub will be undertaken by in existing incubator or coworking space. An Expression of Interest has been developed and Little City Studio and Business Hub will be invited to manage the tenancy aspects of the Prospect Export Hub.

Support for the concept is being sought from the Eastern Region Alliance (ERA) of Councils which includes six Councils and over 25,000 businesses. The services export incubator would seek to serve the eastern suburbs of Adelaide and work collaboratively with other incubators and coworking spaces. City of Prospect will seek to attract a coworking space as the major anchor tenant to run the facility and an accelerator program.

The facility will be attractive to hundreds of local home-based businesses in the city and the eastern region looking for a professional environment to meet clients, teleworking professionals on the road, and commuters from the north who would view this as a better alternative to driving into the CBD.

Attachment Draft

3. Community Hub Library and Innovation Centre

The City of Prospect's new Community Hub, Library and Innovation Centre (CLIC) is a $16m project delivering a future-proofed and fully integrated facility for the community and Council's needs. The facility is to be constructed over three levels (with an additional level of basement car parking) and integrated with an existing heritage-listed Town Hall. As such CLIC will enhance the already attractive local urban environment and encourage increased visitation and business activity.

Within the building, services and activities for the community will be enhanced, with custom-built yet highly flexible spaces providing for the needs of City of Prospect's community. The CLIC will include an art gallery as well as a live music venue, showcasing the talents of our creative community alongside more traditional Council library services and an integrated digital hub facility.

The strategic decision of Council to locate the CLIC on a site at the northern end of the *Prospect Road Innovation Precinct* (replacing its existing Civic Centre administrative facility) came from a need to relocate Library, Gallery and Digital Hub facilities from the existing Thomas Street Centre by the end of 2019. The decision was heavily influenced by the growth in pedestrian activity in the locality, which has increased year on year following City of Prospect's award-winning upgrade to the streetscape. This growth will continue through the delivery of the CLIC and the *Prospect Road Innovation Precinct*.

The facility would be the northern anchor site for the *Prospect Road Innovation Precinct* and become an iconic metropolitan destination site positioning the City of Prospect as a leader in digital innovation as well as deliver significant foot traffic volumes that would greatly benefit the surrounding 'bricks and mortar' businesses, and increased population.

The facility would incorporate the civic centre administration function, library ('library of the future' model) and a flexible digital hub. City of Prospect is currently seeking to add 380sqm of space in the building for commercial space. A coworking and entrepreneurship space for business professionals is a strong contender for this space. The target market would be early stage start-up, graduate students, and remote workers. As such a strong feeder group would be formed through the University of Adelaide's E-Challenge series. This cohort would be draw, to the facility by their need to access globally competitive high speed data.

Extensive modelling has been undertaken by City of Prospect for coworking and incubation space. It indicates that such space is viable with rents between $180 and $250 per sqm.

The CLIC will work with the technology and engineering students from the University of Adelaide to ensure that the building has access to the latest technology for community and business needs. It is proposed that service delivery needs to be considered in a 'technology first' approach, highlighting how all council services can be delivered utilising technology as the first option (including e-government services). The building will ensure a purpose built modern form is achieved.

It is envisioned that the new generation Community Library and Innovation Centre would include the following elements:

- Next Generation Civic Centre with state-of-the-art digital technologies and new service model
- Library of the future that incorporates the latest in digital technology
- Art Gallery with opportunity of digital displays

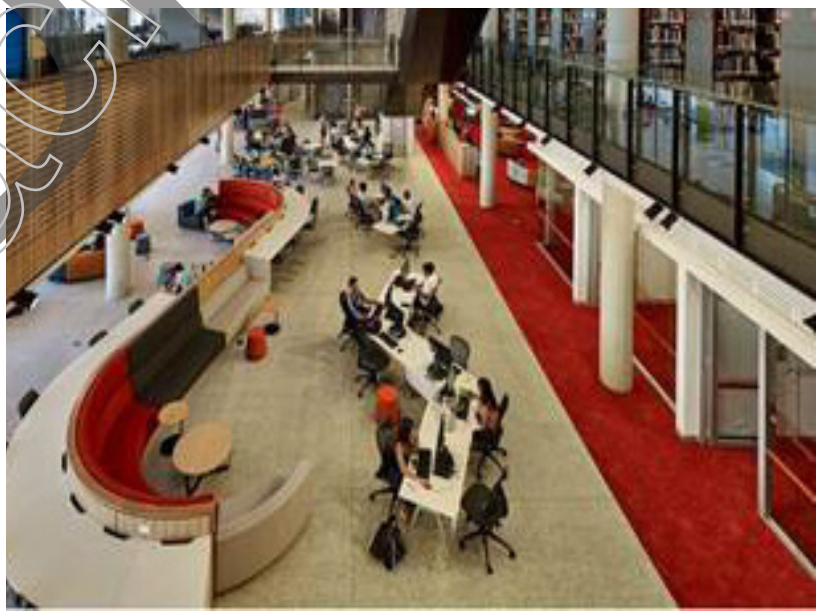
Draft

3. Community Hub Library and Innovation Centre

- Specialised Local History room
- Digital Hub concept to provide digital training and mentoring services
- Explore the option of integrating a Virtual Campus into the centre, which includes a variety of training rooms that can be utilised by external organisations and in partnership with global education providers
- Commercial space that could include coworking space. This space would be linked to all existing incubators in City of Prospect and particularly with the proposed Prospect Export Hub. The space could also house the Eastside Business Enterprise Centre. In addition, an associated suite of entrepreneurship and business support programs could be run in conjunction with the coworking space. These could include the Network Prospect workshops such as crowd-funding, marketing, and mobile video competition initiatives.

Data and Precinct Management

Data via the GigCity program would be provided to CLIC and distributed to the above public uses. The SABRENet ultra-fast fibre network is adjacent to the City of Prospect building and could start its run via dedicated City of Prospect conduit from Olive Street to the current Town Hall and extend to the remainder of the precinct. The current Council Civic Centre is set for demolition in early 2018 while the new CLIC is expected to be completed in late 2019. This project alone has the potential to showcase the City of Prospect as the leading digital economy region in the state, and will be the anchor for the *Prospect Road Innovation Precinct*. City of Prospect will also be able to readily carry out its designated role as Precinct Manager from the Town Hall in the first instance and the new CLIC in 2019.



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4. Outdoor Digital Public Meeting Places

The creation of attractive public meeting places where the community is encouraged to linger, engage and conduct business in an informal, outdoor environment served by the highest speed free Wi-Fi available.

The primary area of focus would be Vine Street Plaza and a review of other high use public spaces and potential spaces would be undertaken to identify other suitable sites. The meeting places will be widely renowned as a high speed Wi-Fi zone (one of the fastest in Australia). This model will be a best practice example for other public places to encourage increased footfall and could be used to establish a 'shop local' initiative.

City of Prospect has been supporting the activation of Vine Street Plaza through a wide range of markets and events. These have included a Farmers Market, Twilight Market and an Eco Market. Recent events included 'Eight Nights of Summer' and 'Vibes on Vine Street'.

Vine Street Plaza would require a plan to be developed to redesign the space to integrate with the Town Hall and the new CLIC. The place would be used for showcasing digital themed events such as online gaming tournaments, HD video conferencing and 'beaming in' festival and sporting events from outside Prospect (Adelaide Oval, interstate, international). It could be a suburban scale version of 'Federation Square', Melbourne and provide an outdoor plaza for CLIC and the Town Hall.

Meeting place elements could include:

- innovative digital public art - 3d wall paintings, water wall features, augmented reality
- green plantings
- water play feature/ play area for children.

It could be the site for exploration as a separate 'public realm creation' project, complementary to the *Prospect Road Innovation Precinct* concept.

Draft

5. Prospect Fast WiFi & Augmented Reality Experiences

Prospect Fast WiFi has been performing well for the last ten months. The Prospect Fast WiFi system was installed by Vintek, one of City of Prospect's key technology suppliers. The WiFi system runs approximately 500m from Barker Gardens/ Coles to Rose Street/ Labrina Avenue on Prospect Road to give full coverage to the area around the new cinema development. As such the Prospect Fast WiFi zone covers the same area as the *Prospect Road Innovation Precinct*.

Research has shown that free Wi-Fi helps to boost local economies through:

- Increased visitation by residents, professionals, local business, tourists, and young people
- Professional and home-based businesses meeting in our High Speed WiFi Cafés
- New bricks and mortar businesses attracted to the area and creating jobs
- Creates opportunity to attract digital savvy professionals, entrepreneurs, and businesses

The broadband cafes also form part of the high speed Wi-Fi infrastructure within the city and provide a key environment to engage with mainstreet patrons.

Cloud based technology will allow the capture of user data and demographic profiling to enable future communications and ongoing engagement with users of the Wi-Fi promoting City of Prospect's local business goods and services, entertainment, events and provision of online services. City of Prospect will naturally ensure that all data is depersonalised.

Through the memorandum of understanding with the University of Adelaide, City of Prospect will look for opportunities to trial smart cities technology such as augmented reality and beacons applications in real world settings.

This project includes trialing three to four applications using the combination of the latest smartphone capabilities, high-speed Wi-Fi and public places (sporting hubs, parks & reserves) in the mainstreet zone to test demand and use.

Draft

5. Prospect Fast WiFi & Augmented Reality Experiences

Proposed applications can include a range of entertainment options such as:

- Interactive digital art creation
- Experiential way finding
- Experiential gaming
- Educational content

Ongoing measurement of activity and engagement growth will be via download data to gauge a sense of the creativity of community and users to track changing trends.

These leading-edge virtual reality and augmented reality applications within the high speed Wi-Fi zone and *Prospect Road Innovation Precinct* will further build the region's reputation as an innovative, market leading best practice region by industry, peers and community, and provide an innovative service to local residents and visitors.

Attachment Draft

6. Lifestylepreneurs

The last decade has seen a dramatic shift in the way technology is used by employees in the workplace across Australia and throughout the world. Portable hardware such as smart phones and laptops, and improvements in wireless communication has enabled employees to be connected to work from virtually anywhere.

Residents of City of Prospect enjoy an enviable lifestyle; tree lined streets a short stroll to the cafes of Prospect Road and the open spaces of the northern Parklands of Adelaide, all within a few kilometres of the Adelaide CBD. Hopping in the car, residents can visit sandy beaches in less than 20mins, and three world class wine regions in under a hour. All of this capped by Australia leading fibre to the premise NBN connections, delivering the fastest internet speeds available in the country. This internet technology allows residents to work flexibly in jobs based in Adelaide, interstate, and overseas. The combination of class leading connectivity, lifestyle, and comparatively low housing prices, makes City of Prospect a unique option in the Australian housing market for people across the country those looking for work/life balance through flexible work arrangements.

Additionally, the high commercial rents are squeezing small and start-up businesses in the east coast battling the increasing overheads that come with a booming property market. City of Prospect, with its combination of high quality and diverse housing options together with access to shared office and coworking spaces, has an opportunity to attract these flexible workers and entrepreneurs seeking a better lifestyle or to achieve their career and family goals.

Attached Draft

6. Lifestylepreneurs

City of Prospect is already well positioned to attract this growing cohort, that demographer Bernard Salt refers to lifestylepreneurs, through our unique mix of competitive advantages. These will be further enhanced by the completion of a GigCity connection along Prospect Road, enabling lifestylepreneurs to take advantage of their flexible working arrangements by access a 100Mbps connection in their home and a 1000Mbps connection in a shared office space walking distance from their home.

	Newtown (NSW)	Brunswick (Vic)	Prospect (SA)
Sale Price	$1,640,000	$1,200,000	$780,100
Bedrooms	3	3	3
Bathrooms	1	1	1
nbn connection	FTTN (50Mbps)	FTTP (100Mbps)	FTTP (100Mbps)
Distance to CBD shopping precinct	4.9km	4.6km	4.7km

Table 2 Inner suburban housing sales and access to nbn™

- 30 Fitzroy Street Newtown, NSW 2042 sold Oct 2017
- 185 Edward Street Brunswick, Vic 3056 sold Oct 2017
- 54 Gloucester Street Prospect, SA 5082 sold Sept 2017

Housing sales information in Table 2 demonstrates that City of Prospect has a competitive advantage for comparable inner city locations in access to broadband and affordability. This will be further enhanced for local business with the advent of GigCity giving City of Prospect a major edge to encourage relocation of 'Lifestylepreneurs' to the region.

Attachment Draft

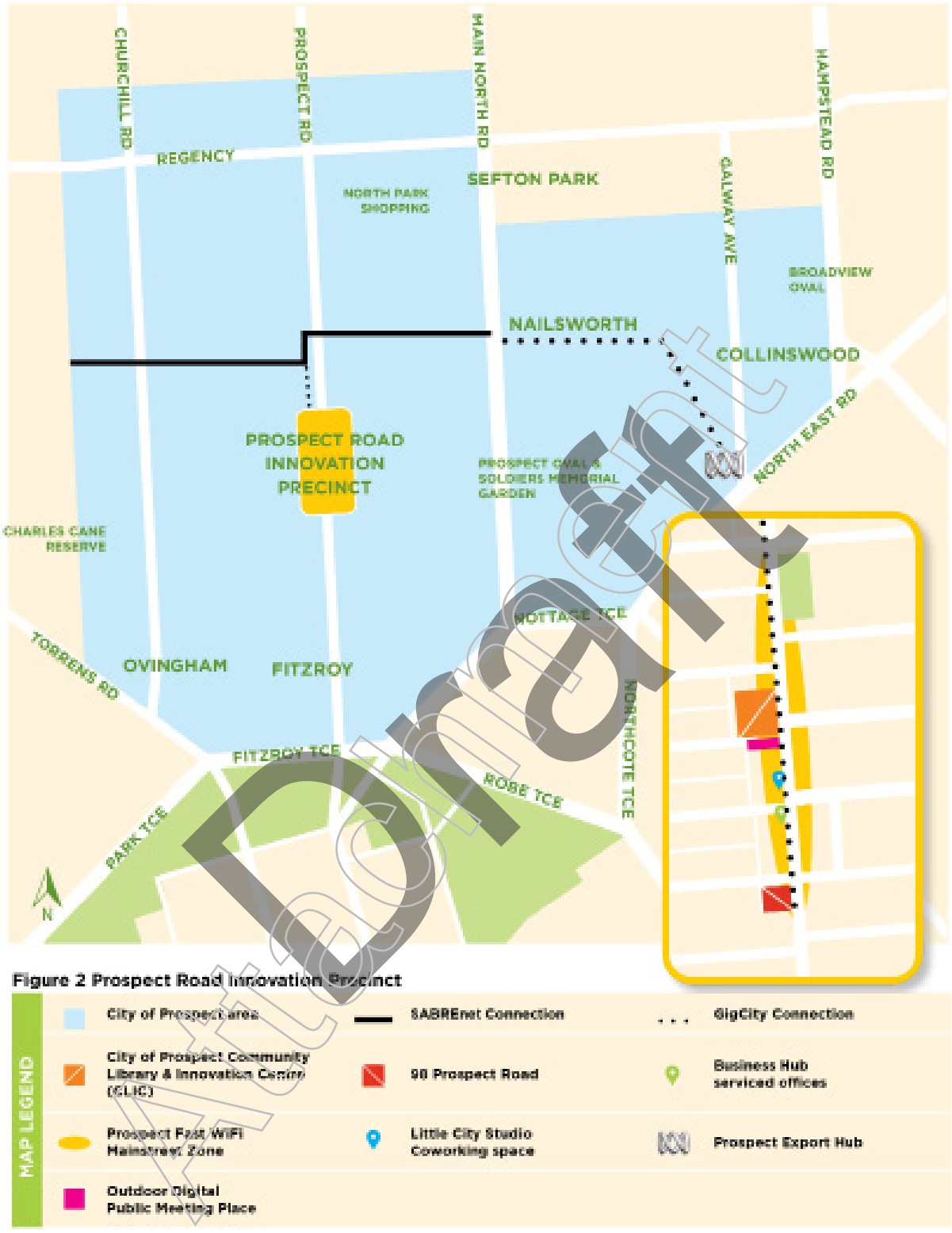

Figure 2 Prospect Road Innovation Precinct

Draft Attachment

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Att a Draft

For further information contact:
City of Prospect

128 Prospect Road
Prospect, South Australia 5082

Telephone 8269 5355
Facsimile 8269 5834

admin@prospect.sa.gov.au
www.prospect.sa.gov.au

Attachment

Coworking Studio

W littlecitystudio.com.au
E info@littlecitystudio.com.au

118 Prospect Rd, Prospect SA 5082

Little City Studio Pty Ltd
ABN 43 611 017 335

Dear Mr Hannaford

Little City writes to you to express support for the proposed Prospect Road Innovation Precinct. In particular we support the application of Council under the GigCity program.

I understand that City of Prospect is seeking to manage the Precinct and we would consider being part of a Memorandum of Understanding with Council regarding management and promotion of the precinct.

We have expertise in delivering a variety initiatives for our a coworking business community of small business owners, remote workers, startups and freelancers. They have all escaped the isolation that comes from working in the home office and found our space to be valuable in ways they could have never predicted.

Our members are a diverse group ranging from remote based research teams, filmmakers, trades, lawyers and everything in between. Many work on national & international platforms with already high (and growing) bandwidth requirements. For our organization high speed internet is essential. The higher speeds we can deliver for our members the more they are able to innovate, grow and achieve.

We would be pleased to be a part of a Prospect Road Innovation Precinct with Council and to participate in the GigCity program.

Yours sincerely,

Shaun Lyon
Managing Director

Attachment

BUSINESS HUB™
SERVICED OFFICES

Mr Chris Hannaford

Director of Business and Innovation

City of Prospect

128 Prospect Road

Prospect SA 5082

Dear Mr Hannaford

The Business Hub writes to you to express support for the proposed Prospect Road Innovation Precinct. In particular we support the application of Council under the GigCity program.

I understand that City of Prospect is seeking to manage the Precinct and we would consider being part of a Memorandum of Understanding with Council regarding management and promotion of the precinct.

Our organisation has expertise in serviced offices and assisting businesses grow.

Our building will seek to accommodate small & large businesses with their office needs, support them with any administration required & assist them with workshops, events and product launches.

I would be pleased to be a part of a Prospect Road Innovation Precinct with Council and to participate in the GigCity program.

Attached is some information on our company

Yours sincerely

George Kipriz

CEO

Business Hub

Attachment

P:1300 734 982 | F:1300 734 983 | www.businesshub.space | contact@businesshuboffices.com.au

MARAS Group

2 November 2017

Mr Chris Hannaford
Director of Business and Innovation
City of Prospect
128 Prospect Road
Prospect SA 5082

Dear Mr Hannaford

Prospect Road Innovation Precinct

This letter is to confirm that 94-98 Prospect Road Company Pty Ltd, a Maras Group company, owner and developer of 98 Prospect Road, Prospect, fully supports the Prospect Road Innovation Precinct and the Prospect City Council's application to be part of the GigCity program.

We understand that the City of Prospect is seeking to manage the Precinct and we would consider being part of a Memorandum of Understanding with Council regarding management and promotion of the precinct.

In our opinion Prospect Road is best suited for an innovation precinct serviced by Gig City. Over recent years the area has witnessed significant gentrification by vast improvements and a more varied offering in its residential accommodation. It has close proximity to the CBD and outstanding amenity from a vibrant retail, café and restaurant precinct all supported by recent upgrades to the urban landscape. One of the first sites to benefit from the full NBN fibre to the node, the area has been the unofficial incubator for innovation for some time.

Our recently completed, full mixed use building (office, cinema & retail) will seek to complement the innovative offering already on Prospect Road (Little City & Business Hub), by creating a space that appeals to the blue chip innovator not yet operating in South Australia. Typically, these established tech or research firms are required to offer the best working conditions so they can attract the best talent. The introduction of Gig City will open the doors to complete the buildings outstanding offering of on-site parking, premium ground floor retail, high end finishes and stunning 360 degree views.

By attracting these established businesses it will bring the balance required for collaboration and future pathways with other innovative start-ups working nearby to make the precinct truly distinct from others.

Attached is our brochure outlining further ways 98 Prospect Road will complement the Prospect Road Innovation Precinct.

Yours sincerely
Maras Group (Aust) Pty Ltd

Steve Maras
Group Managing Director & CEO
Email: steve.maras@marasgroup.com.au

Attachment

MARAS Group

98 prospect
hub for blue chip innovators

98 PROSPECT

Attachment

98

PROSPECT

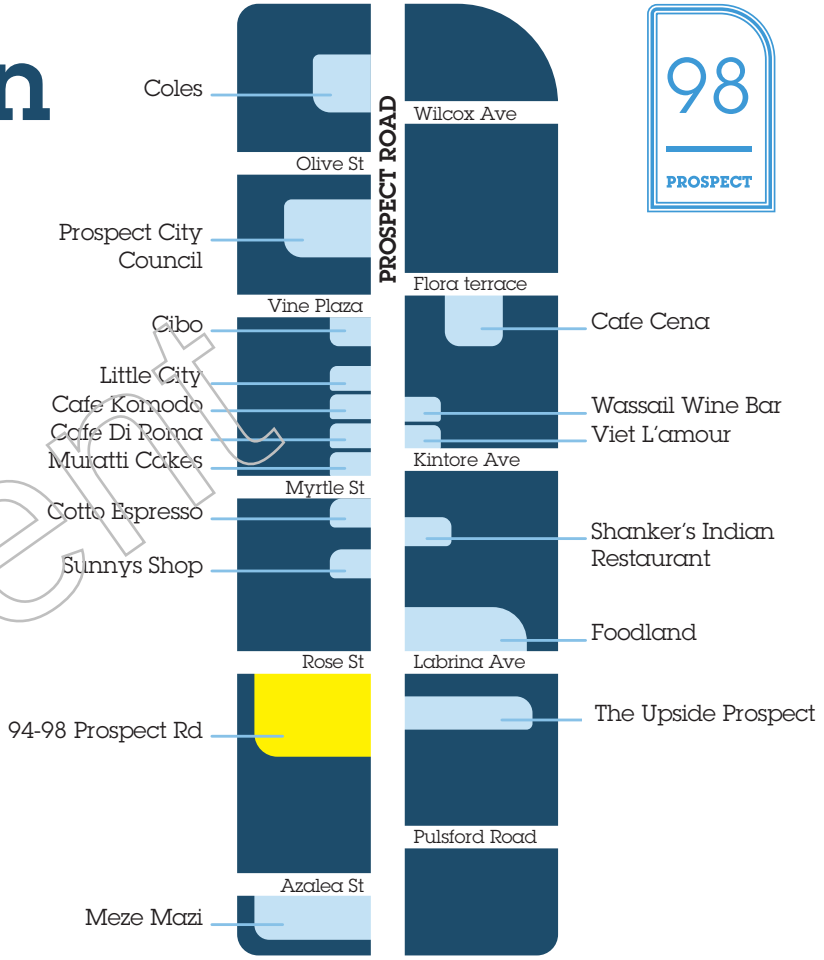
Attachment

The Complex & Location

Located within the popular Prospect Road Village Heart, this new landmark mixed use building draws on a distinctive and impressive Art-Deco inspired design.

With finishes to the highest standard, the building will comprise an exciting mix of retail at ground level, Palace Nova operated cinema above, and up to 1,143 sqm of superb office space on the top floor featuring uninterrupted panoramic views in all directions.

The site features unparalleled amenity, not seen at other fringe office locations, with cafes and restaurants to the ground floor, an upgraded public realm, featuring new outdoor dining and modern landscaping, plus an abundance of nearby local coffee shops and eateries.



The complex will feature around the clock activation from a complete mixed use offering, comprising:

up to **6 retail shops, cafes and restaurants** on the ground floor

14 exclusive boutique cinemas over two levels

1,143m2 of premium office space on the top floor featuring balconies and stunning views in all directions

54 car parks spread over two levels plus ample bicycle racks.

Attachment

The Opportunity

Premium Office Space, a hub for blue chip innovative names.

Located on the top floor, this superb office space will offer unmatched amenity to attract well known, established businesses to the Prospect Road Innovation Precinct. Start-up and tech disruptors are accommodated by the co-working hubs already in operation on Prospect Road, however 98 Prospect will offer the premium space that is required to service established innovative businesses. Typically these firms are required to offer refined accommodation to encourage and attract international talent. If serviced by high network speeds the door is opened for both people and companies not yet operating in South Australia.

A gateway to the north, 98 Prospect can also cater for the Defence industry and provide an offering to the South Australian Space Industry Centre. Already the site has received enquiry from organizations representing both industries.

This truly unique site with proximity to CBD, on-site parking, premium retail offering, high end finishes and stunning 360 degree views will be the draw card for blue chip brands to the Prospect Road Innovation Precinct. These businesses will bring the balance required for collaboration and future pathways with other innovative start-ups to make the precinct truly distinct from others.

98 PROSPECT

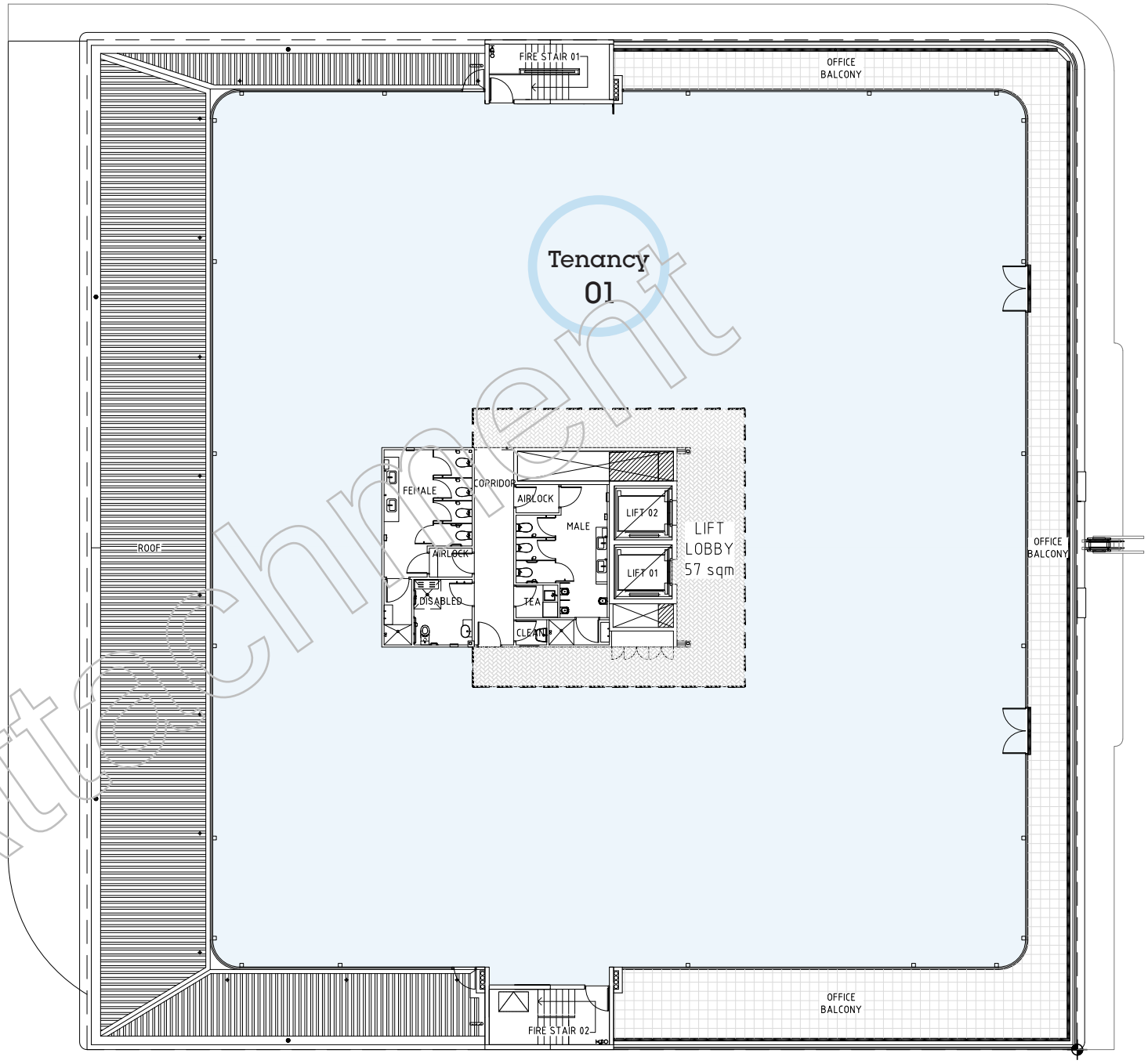
Attachment

Floor Plan

WHOLE OFFICE FLOOR

Tenancy Sizes*

T01 - 1,143 sqm



Attachment

98 PROSPECT

*Approximate

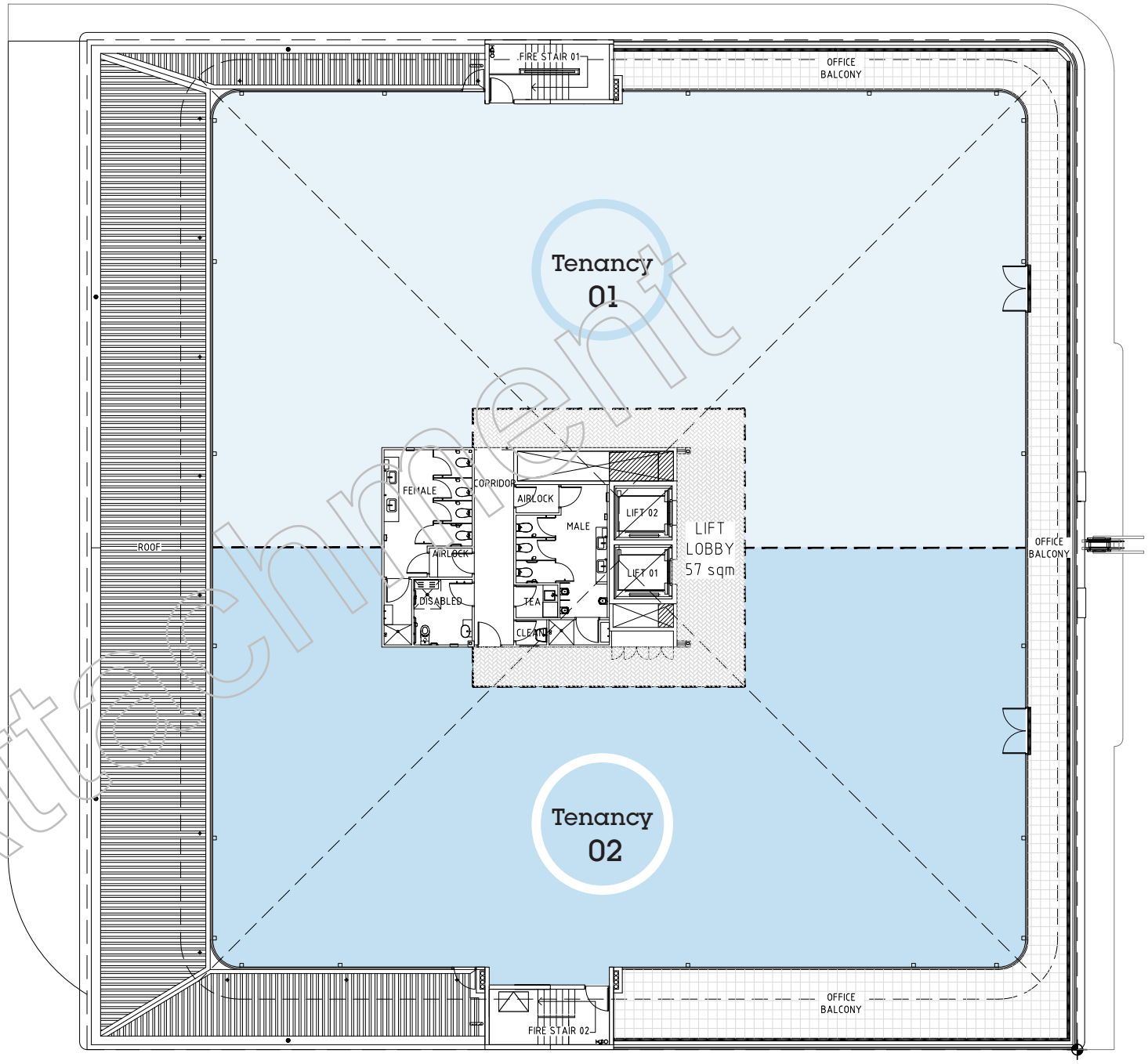
Floor Plan

Two Tenancies

Tenancy Sizes*

T01 - 529 sqm

T02 - 487 sqm



Attachment

98 PROSPECT

*Approximate

Floor Plan

Four Tenancies

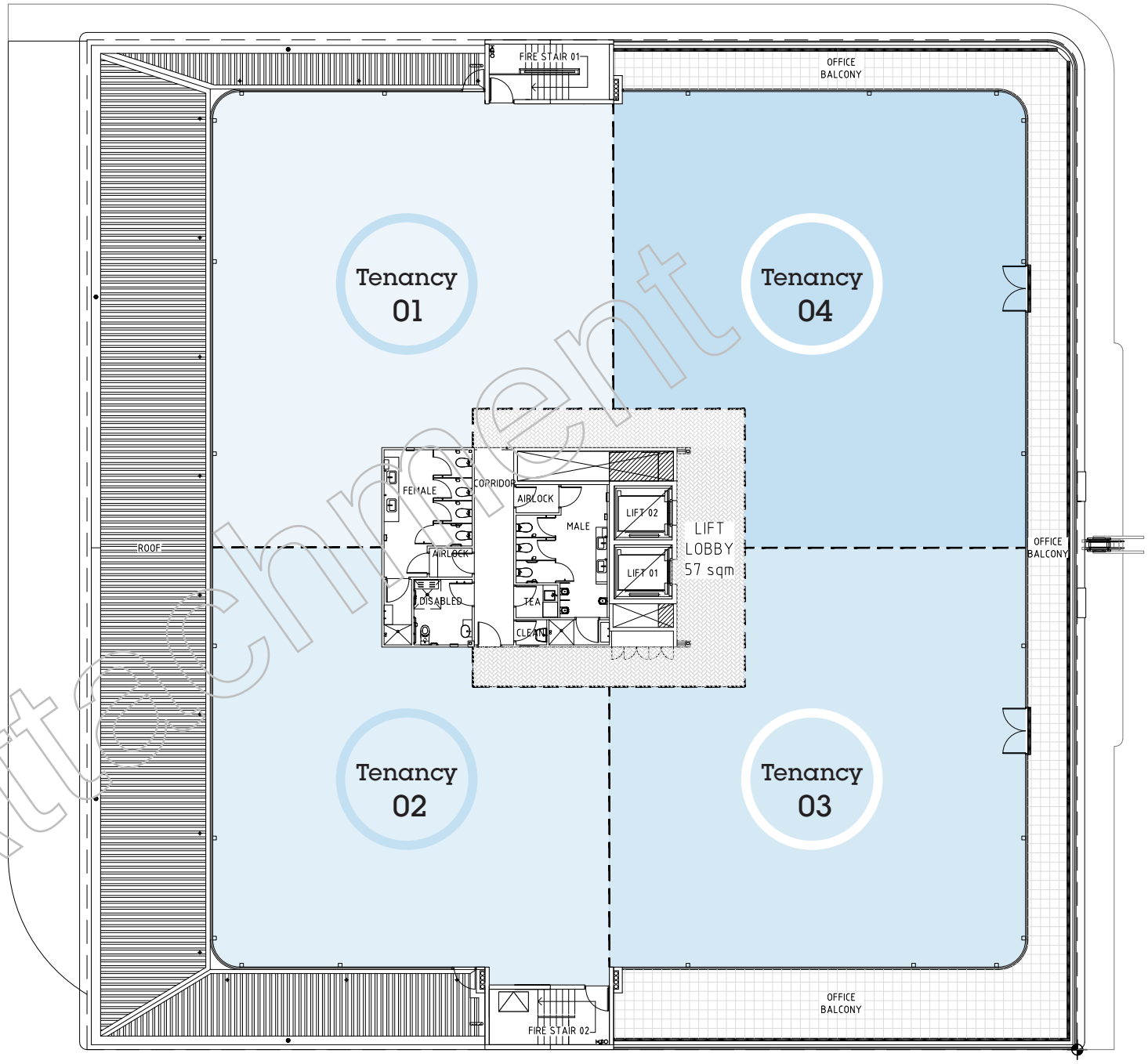
Tenancy Sizes*

T01 - 250 sqm

T02 - 231 sqm

T03 - 256 sqm

T04 - 279 sqm



Attachment

98
PROSPECT

*Approximate

Attachment

Please contact the Leasing Manager for more details:

Paul Sawyer | Maras Group
T: (08) 8212 4766 | F: (08) 8212 7220 | M: 0411 505 103
E: paul.sawyer@marasgroup.com.au
www.marasgroup.com.au

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MARAS Group