CITY OF PROSPECT

NOTICE TO THE MAYOR AND COUNCILLORS.
An ordinary meeting of the Council of the City of Prospect will be held in the Prospect Town Hall, 126 Prospect Road, Prospect on **Tuesday 24 April 2018 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

3. Apologies

4. Confirmation of Minutes of the Ordinary Meeting of Council held on Tuesday 27 March 2018

5. Mayoral Monthly Report
(Page 1-2)

6. Elected Member Reports and Briefings

7. Petitions - Nil

8. Deputations - Nil

9. Motions on Notice - Nil

10. Questions with Notice - Nil

11. Questions without Notice

12. Adjourned Items

12.1 Adjourned Item - Hampstead Road PLEC Funding (Item 13.6 from 27/03/2018)
(Pages 3-11, Recommendations on Page 3)

13. Minutes of Committees/Regional Subsidiaries/Other Bodies

13.1 CEO Performance Development Review Committee Meeting 16/04/2018
(Pages 12-32, Recommendations on Pages 12-13)

14. Reports for Decision

14.1 Dog Registration Fees 2018-19 and Dogs and Cats Online
(Pages 33-38, Recommendation on Page 34)

14.2 Developer Partnership Grant Program - Azalea Street Public Realm Upgrade
(Pages 39-51, Recommendation on Page 39)

14.3 George Whittle Reserve Redevelopment Concept Plan
(Pages 52-88, Recommendation on Page 52)

14.4 2017-2018 Events Evaluation Report
(Pages 89-141, Recommendation on Page 90)

14.5 Reconciliation Action Plan – Innovate (July 2018 – June 2020)
(Pages 142-163, Recommendation on Page 142)

14.6 East Waste – Recognition of Equity Share
(Pages 164-184, Recommendation on Page 164)

14.7 Eastern Health Authority Second Budget Review 2017 - 2018
(Pages 185-201, Recommendation on Page 185)

14.8 Delegations to the Eastern Health Authority Inc.
(Pages 202-250, Recommendation on Pages 24-205)

14.9 GigCity Implementation
(Pages 251-340, Recommendation on Pages 251-252)

14.10 Third Budget Review 2017-2018
(Pages 341-368, Recommendation on Page 342)

14.11 Plans for Endorsement– Community Hub, Library & Innovation Centre (CLIC)
(Pages 369-380, Recommendation on Pages 369-371)

15. Protocol

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

16. Reports for Information

16.1 Project Update – Community Hub, Library & Innovation Centre (CLIC)
(Pages 381-415, Recommendation on Page 382)

16.2 2017 Annual Internal Review (Section 270)
(Pages 416-417, Recommendation on Page 416)

16.3 Service Review – Library and Customer Services
(Pages 418-424, Recommendation on Page 418)

17. Council Diary

Date	Event Details
Wednesday 25 April 2018 at 6.00am	**Prospect RSL Sub-Branch Anzac Day Service** 1-3 Menzies Crescent, Prospect
Friday 27 April 2018 at 7.30pm	**CLUB5082 Presents – Fusion Rock Band, Fyre Byrd and RedHeart** Prospect Town Hall, 126 Prospect Road, Prospect
Thursday 3 May 2018 at 6.00pm Exhibition runs from 3 May 2018 – 10 June 2018	**2018 Prospect Gallery Exhibition Opening - Local History Poster Collection** Screen-prints from the History Collection including by the Community Arts Network/studio of Ann Newmarch
Friday 5 May 2018 doors open at 7.00pm for a 7.45pm start	**CLUB5082 Presented - The Streamliners supported by Trav Collins** Blues and Roots Music Session Prospect Town Hall, 126 Prospect Road Prospect
Saturday 5 May 2018 at 2.10pm	**North Adelaide vs Adelaide Football Game - Round 6** Prospect Oval, Menzies Crescent, Prospect
Sunday 6 May 2018 at 1.30pm	**Walk & Talk: Beyond the Boundary – Historic Prospect Oval & Surrounds** Prospect Local History Group Event North Adelaide Football Club, Menzies Crescent, Prospect
Sunday 6 May 2018 at 3.00pm	**Prospect Air Raid Shelter Tour** Prospect Local History Group Event Prospect Air Raid Shelter, Willcox Avenue, Prospect
Tuesday 8 May 2018 at 10.30am	**Introduction to Local and Family History in Prospect** Prospect Local History Group Event Prospect RSL Hall, Willcox Avenue, Prospect
Sunday 13 May 2018 at 3.00pm	**Influences of James Ashton & Harry P Gill in South Australian Art Education** Prospect Local History Group Event Nailsworth Community Hall, 31 D'Erlanger Avenue, Nailsworth
Friday 18 May 2018 at 7.00pm	**CLUB5082 Presents - Ashes to Ashes David Bowie Experience** Prospect Town Hall, 126 Prospect Road, Prospect
Saturday 19 May 2018 at 2.10pm	**North Adelaide vs South Adelaide Football Game - Round 7** Prospect Oval, Menzies Crescent, Prospect
Sunday 20 May 2018 at 4.00pm	**Crime Fiction: Will It be the Death of Us?** Prospect Local History Group Event Nailsworth Community Hall, 31 D'Erlanger Avenue, Nailsworth

18. 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.

19. Confidential Items

19.1 Community Service Award Nominations 2018

Order pursuant to section 90(3)(a)

Under the provisions of Section 90(2) of the Local Government Act 1999, an order be made that the public with the exception of the Chief Executive Officer, Cate Hart; Director Corporate Services, Ginny Moon; Director Infrastructure and Environment, Simon Bradley; Director Business and Innovation, Chris Hannaford; Director Community and Planning, Nathan Cunningham; Manager Governance and Administration, Jo-Ann Tanti and the Minute Secretary, Jasmyn Page be excluded from attendance at the meeting of the Council in order to consider in confidence Agenda Item 19.1 titled "Community Service Awards 2018".

The Council is satisfied that it is necessary that the public be excluded to enable the Council to consider the report at the meeting:

- on the grounds provided by Section 90(3)(a) of the Act, information to be received, discussed or considered in relation to this Agenda Item would involve the unreasonable disclosure of information concerning the personal affairs of the nominees, in that details of their personal attributes and merits of the nominations may be discussed; and

- the disclosure of this information would, on balance, be contrary to the public interest. The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of details regarding the merits of the nominations may be prematurely released before all award nominees have been notified and the successful award recipients have been announced at the official ceremony on 25 May 2018.

Order Pursuant to Section 91(7)

That in accordance with Section 91(7) and Section 91(9) of the Local Government Act 1999 and on the grounds that Item 19.1 for the ordinary meeting of the Council held on 24 April 2018 was received, discussed and considered in confidence pursuant to Section 90(3)(a) of the Local Government Act 1999, this meeting of the Council, orders that the report titled "Item 19.1 Community Service Award Nominations 2018", attachments, minutes and any other associated information submitted to this meeting in relation to the matter, remain confidential (other than for the purpose of implementing the Council decision) and not available for public inspection until all award nominees have been notified and the successful award recipients have been announced at the official ceremony on 25 May 2018.

19.2 Update on the disposal of recyclable material

Order to pursuant to Section 90(3)(d)

That under the provisions of Section 90(2) of the Local Government Act 1999, an order be made that the public with the exception of Cate Hart, Chief Executive Officer; Chris Hannaford, Director Business and Innovation; Nathan Cunningham, Director Community & Planning; Ginny Moon, Director Corporate Services; Simon Bradley, Director Infrastructure & Environment; Chris Birch, Manager Financial Services; Jo-Ann Tanti, Manager Governance & Administration and Jasmyn Page, Minute Secretary; be excluded from attendance at the Ordinary meeting of Council in order to consider in confidence Agenda Item 19.2 'Update on the disposal of recyclable material' of 24 April 2018.

Council is satisfied that it is necessary that the public be excluded to enable the Council to consider the report at the meeting:

- On the grounds provided by Section 90(3)(d) of the Act, information to be received, discussed or considered in relation to this Agenda Item are contracts for the provision of waste management services for the Council and Community.

- Council is satisfied that the principle that the meeting be conducted in a place open to the public would, on balance, be contrary to the public interest and could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party.

Order Pursuant to section 91(7)

That in accordance with Section 91(7) and Section 91(9) of the Local Government Act 1999 and on the grounds that Item 19.2 for the Ordinary meeting of Council held on 24 April 2018 was received, discussed and considered in confidence pursuant to Section 90(3)(d) of the Local Government Act 1999, this meeting of the Council, does order that the report titled 'Update on the disposal of recyclable material' and the attachments and any other associated information submitted to this meeting and the minutes of this meeting in relation to the matter be retained in confidence for a period of 2 years and that this order be reviewed every 12 months.

20. Closure

Cate Hart
Chief Executive Officer

19/04/2018

AGENDA ITEM NO.: **5**

TO: Council on 24 April 2018

FROM: Mayor David O'Loughlin

REPORT AUTHOR: Sadie Lovering, Executive Assistant to Mayor

SUBJECT: Mayoral Monthly Report

This report covers the period from 28 March 2018 – 24 April 2018.

In brief, the Mayoral activities have included the following:

1. Activities

- Attended former councillor Jim Newall's funeral
- Interviewed for Prospect 1838 promotional video
- Attended the 2018 History Festival Program Launch
- Attended the Prospect Blues & Roots Music Series - Opening Night - Prospect Town Hall
- Hosted Members of the CLIC Reference Group, Digital Hub Volunteers and Prospect Arts Action Network Group at the North Adelaide vs West Adelaide Football Game – Prospect Oval
- Attended Meals on Wheels 60 Years of Service Event
- Attended the Dinner for the LGA Ordinary General Meeting
- Attended the Sarbat Khalsa SA Inc – Nagar Kirtan Procession Parade along Prospect Road

2. Meetings

- Regular Meetings with CEO, Directors and Staff
- Council Workshops
- Council Agenda Review and Council Meeting
- State Commission Assessment Panel meetings
- Community Hub, Library & Innovation (CLIC) Project Executive Group Meetings
- ABC Radio Adelaide Interview with Peter Goers - re China Sword impact on Recycling
- Meeting with Amanda Major (resident) of Sefton Park – Adelaide Botanical High School Zones
- Attended the Local Government Training Needs Analysis Workshop
- LGA Ordinary General Meeting
- Attended the CEO Performance Development Review Committee Meeting
- Meeting with Sophie Matiasz - re Replacing Dental Chairs at Dental Service based at Prospect Primary
- Meeting with Leonie Ebert - re Graham Smith Peace Foundation
- Meeting with Edward James, City of Prospect - Public Art in Prospect
- Chaired the LGA Procurement Board Meeting
- Attended the State Commission Assessment Panel Site Visit
- Meeting with Joe De Zolt of Leadlight Studio and Chris Hannaford re Leasing on Prospect Road

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 and:

- presented to the LGASA OGM regarding ALGA's Federal Budget Submission.

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

David O'Loughlin
Mayor

AGENDA ITEM NO.: **12.1**

TO: Council on 24 April 2018

DIRECTOR: Simon Bradley, Director Infrastructure and Environment

REPORT AUTHOR: Pam Andritsakis, Manager Infrastructure and Assets

SUBJECT: Adjourned Item - Hampstead Road PLEC Funding (Item 13.6 of 27/03/2018)

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1. EXECUTIVE SUMMARY

Council at its meeting on 27 March 2018 resolved to adjourn Item 13.6 Hampstead Road PLEC Funding for further consideration in the April Council meeting to allow consideration of the issue in light of the budget deliberations.

The report presented to Council in March 2018 is provided at **Attachments 1-5**.

Council needs to determine the outcome of the adjourned motion from the meeting of 27 March 2018. There are no changes to the recommendation presented as part of the Council report of 27 March 2018.

Unlike the Prospect Road PLEC Project where budget has been allocated towards the design and reconstruction of the streetscape following the undergrounding works, Council Administration does not believe the streetscape for the Hampstead Road PLEC Project requires upgrading based on site inspections and assessment of its functionality. Therefore, no budget has been allocated towards the design and reconstruction of the streetscape.

2. RECOMMENDATION

(1) Council having considered Item 13.6 – Hampstead Road PLEC Funding, endorse:

a. That City of Prospect pays its first payment of $114,543 to SA Power Networks by 30 June 2018 for the undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road).

b. That City of Prospect pay the remaining portion of $458,176 to SA Power Networks by 2020/21 for the undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road) in association with its Long Term Financial Plan.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999*

- *Electricity Act 1996.*

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

Strategy 4.1 Excellence in Infrastructure	The undergrounding of power lines enhances the aesthetics of Prospect's area. Undergrounding will enable trees to be established and streetscaping projects to be implemented, thereby improving the appearance of the locality.

Intelligent Community Indicators

Not applicable.

4. REGIONAL IMPACT

Nil.

5. COMMUNITY INVOLVEMENT

No community consultation has been carried out at this time regarding the Hampstead Road (between McInnes Avenue and North East Road) PLEC project.

6. DISCUSSION

At the Council Meeting on 27 March 2018 a Report was presented to seek direction from Council on delivery of the Hampstead Road PLEC Project. At this meeting Council resolved:

That the question be adjourned until the Ordinary Council Meeting of 24 April 2018.

Council has previously allocated budget towards the design and reconstruction of streetscapes following the undergrounding works for PLEC Projects. This is the case for the Prospect Road PLEC Project where $95,000 has been allocated for the design of the reconstruction of the streetscape in the 2017/18 financial year, with the view to reconstruct the streetscape in 2018/19 at a value of approx. $850,000 which includes option for entry statement at intersection with Prospect Road, indented parking on eastern side, 1-2 pedestrian refuges and streetscape upgrade with emphasis at Prospect Estate.

Council Administration does not believe the streetscape for the Hampstead Road PLEC Project requires upgrading, as the kerb and footpath has not reached the end of its useful life expectancy. Therefore, no budget has been allocated towards the design and reconstruction of the streetscape in the Long Term Financial Plan.

Financial and Resource Implications

Similar to the contribution towards the undergrounding of power lines of the Prospect Road Project, the contribution towards the undergrounding of power lines of Hampstead Road will be considered as part of the operating project budget.

An allocation of $114,543 was made in the current financial year to undertake this project as part of the original budget. This budget allocation can be utilised to make a first instalment to the project.

No allocation has been earmarked for both financial years 2018/2019 and 2019/2020 Draft budgets due to the December 2017 Council resolution to defer the undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road) "*for further consideration in the 2020/2021 financial year"*.

The Power Line Environment Committee is keen to see this project proceed and has agreed to allow the repayment of the outstanding amount of $458,176 by 2020/2021. Adjustments can be made in the Long Term Financial Plan to incorporate this amount.

Allocating the whole project cost of $458,176 to an individual year (2020/2021) would consume a possibly unpalatable percentage of the operating project pool ($750k) and as such it would be preferable to negotiate a multi-year repayment schedule with PLEC in order to spread the burden across multiple years.

Notwithstanding this approach, should Council negotiate a repayment across two financial years (2019/2020 $229,088 and 2020/2021 $229,088), the repayment will still consume approximately one third of the operating project pool. Such a discussion will undoubtedly significantly impact on the ability for a range of other projects to be funded during 2019/2020 and 2020/2021.

If Council commits to this project, Council's Long Term Financial Plan will be adjusted according to negotiated repayment schedule with PLEC.

7. CONCLUDING STATEMENTS

SA Power Networks and PLEC has scheduled the Final Stage of Hampstead Road Power Line undergrounding between McInnes Avenue to North East Road. The project borders City of Prospect and City of Port Adelaide where the Council's one third portion of the costs will be evenly divided between two Councils.

SA Power Networks has agreed that if City of Prospect proceeds with the project it pays its first payment of $114,543 by 30 June 2018. Please note that $114,543 has been allocated in the 2017/2018 Annual Business Plan and Budget for the first year of this project. City of Prospect would then pay the remaining portion of $458,176 by 2020/2021.

Unlike the Prospect Road PLEC Project where budget has been allocated towards the design and reconstruction of the streetscape following the undergrounding works, Council Administration does not believe the streetscape for he Hampstead Road PLEC Project requires upgrading. An inspection of the streetscape/footpath has been undertaken to determine its functionality and end of life. Any decision to replace this would essentially be based on an aesthetic outcome rather than a required outcome of

the undergrounding. It is anticipated the footpath still has between 18 and 30 years serviceability. The section between the northern Council boundary and 200 metres south is due for replacement in 2036 and the remainder 650 metres is due for replacement in 2048. Therefore, no budget has been allocated towards the design and reconstruction of the streetscape.

ATTACHMENTS

Attachments 1-5: Report from Council Meeting 27/03/2018 – Item 13.6 Hampstead Road PLEC Funding

AGENDA ITEM NO.: **13.6**

TO: Council on 27 March 2018

DIRECTOR: Simon Bradley, Director Infrastructure and Environment

REPORT AUTHOR: Simon Bradley, Director Infrastructure and Environment

SUBJECT: Hampstead Road PLEC Funding

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1. EXECUTIVE SUMMARY

Through a joint partnership program between SA Power Networks, the Power Line Environment Committee (PLEC) and Council, main arterial roads throughout South Australia have been selected to have power lines undergrounded. Hampstead Road (between McInnes Avenue and North East Road) has been identified for works to be carried out by SA Power Networks in 2017/2018.

Representatives of PLEC and SA Power Networks met with Council representatives to try to find a solution which allowed the Hampstead Road (between McInnes Avenue and North East Road) PLEC project to be finalised sooner.

Normally Councils are required to pay for the total amount up-front, however SA Power Networks acknowledges City of Prospect's positon as is willing to agree to suitable pay back arrangements.

SA Power Networks agrees that City of Prospect pays its first payment of $114,543 by 30 June 2018. Please note that $114,543 has been allocated in the 2017/2018 Annual Business Plan and Budget for the first year of this project. City of Prospect would then pay the remaining portion of $458,176 by 2020/2021.

The principle purpose of the report is to seek direction from Council on delivery of this PLEC project.

2. RECOMMENDATION

(1) Council having considered Item 13.6 – Hampstead Road PLEC Funding, endorse:

a. That City of Prospect pays its first payment of $114,543 to SA Power Networks by 30 June 2018 for the undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road).

b. That City of Prospect pay the remaining portion of $458,176 to SA Power Networks by 2020/21 for the undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road) in association with its Long Term Financial Plan.

Attachment

3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999*
- *Electricity Act 1996*

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

Strategy 4.1 Excellence in Infrastructure	The undergrounding of power lines enhances the aesthetics of Prospect's area. Undergrounding will enable trees to be established and streetscaping projects to be implemented, thereby improving the appearance of the locality.

Intelligent Community Indicators

Not applicable.

4. REGIONAL IMPACT

Nil.

5. COMMUNITY INVOLVEMENT

No community consultation has been carried out at this time regarding the Hampstead Road (between McInnes Avenue and North East Road) PLEC project.

6. DISCUSSION

At the Council Meeting on 19 December 2017 a Report was presented to seek direction from Council on delivery of two PLEC projects (i.e. Prospect Road (between Regency Road and Council boundary) and Hampstead Road (between McInnes Avenue and North East Road) and their subsequent funding and timeframe. At this meeting Council resolved:

"Council having considered Item 13.4 PLEC Funding – Prospect Road and Hampstead Road, endorse:

(a) The undergrounding of power lines on Prospect Road (between Regency Road and Angwin Avenue) utilising funding from the Roads to Recovery Grant in 2017/2018 and operating budget in 2018/2019; and
(b) The undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road) be deferred for further consideration in the 2020/2021 financial year."

Attachment

As a result of this resolution, representatives of PLEC and SA Power Networks met with Council representatives to try to find a solution which allowed the Hampstead Road (between McInnes Avenue and North East Road) PLEC project to be finalised sooner.

As a reminder, SA Power Networks and PLEC had scheduled the Final Stage of Hampstead Road Power Line undergrounding between McInnes Avenue to North East Road. The project borders City of Prospect and City of Port Adelaide where the Council's one third portion of the costs will be evenly divided between two Councils. The total cost of the project is $3,736,316 with two thirds of this amount, $2,490,876 being funding by SA Power Networks and the remainder being funded by the two Councils. Taking into consideration the agreed in-kind costs by each Council totalling $100,000, the total Council portion of costs will be $1,145,438, or $572,719 for each Council.

Normally Councils are required to pay for the total amount up-front, however SA Power Networks acknowledges City of Prospect's positon as is willing to agree to suitable pay back arrangements.

SA Power Networks agrees that City of Prospect pays its first payment of $114,543 by 30 June 2018. Please note that $114,543 has been allocated in the 2017/2018 Annual Business Plan and Budget for the first year of this project. City of Prospect would then pay the remaining portion of $458,176 by 2020/2021.

Once a position is resolved by Council, a payment amount and timing of payments will be formalised in a PLEC agreement letter. PLEC (and the City of Port Adelaide Enfield) would complete the project this year. The City of Port Adelaide Enfield has committed to funding this project over a number of years.

Financial and Resource Implications

Similar to the contribution towards the undergrounding of power lines of the Prospect Road Project, the contribution towards the undergrounding of power lines of Hampstead Road will be considered as part of the operating project budget.

An allocation of $114,543 was made in the current financial year as part of the original budget. This budget allocation can be utilised to make a first instalment to the project.
No allocation has been earmarked for both financial years 2018/2019 and 2019/2020 Draft budgets due to the December 2017 Council resolution to defer the undergrounding of power lines on Hampstead Road (between McInnes Avenue and North East Road) "*for further consideration in the 2020/2021 financial year*".

Given that the Power Line Environment Committee has agreed to allow the repayment of the outstanding amount of $458,176 by 2020/2021, adjustments can be made in the Long Term Financial Plan to incorporate this amount.
The total pool of allocated operating projects budget is averaging approximately $750k per year.

Allocating the whole project cost of $458,176 to an individual year (2020/2021) will consume a possibly unpalatable percentage of the operating project pool ($750k) This is considered unpalatable as it will result in a depleted funding pool to support operating projects that reoccur each year and are generally expected by the community.

Attachment

It is therefore preferred that Council negotiate a multi-year repayment schedule with PLEC in order to spread the burden across multiple years.

Should Council be able to negotiate a repayment across two financial years (2019/2020 $229,088 and 2020/2021 $229,088), the repayment will still consume approximately one third of the operating project pool.

Council needs to note that during the annual budget deliberations, the remaining pool of the operating projects budget will most likely cause Council to consider the deferral some other projects priorities during 2019/2020 and 2020/2021.

Should Council wish to commit to this project, Council's Long Term Financial Plan will be adjusted according to negotiated repayment schedule with PLEC.

7. CONCLUDING STATEMENTS

The undergrounding of power lines enhances the aesthetics of a location. Undergrounding can enable trees to be established and streetscaping projects to be implemented, thereby improving the appearance of a locality.

ATTACHMENTS

Attachments 1: Letter from SA Power Networks (dated 6 March 2018)

Attachment

6 March 2018

Ms P Andritsakis
City of Prospect
PO Box 171
Prospect SA 5082

Dear Ms Andritsakis

HAMPSTEAD ROAD PLEC PROJECT

I refer to our recent meeting at your offices in relation to the proposed funding arrangements for the PLEC project referenced as Hampstead Road, Stage 5(A and B), Manningham.

As discussed, this project borders two council, City of Prospect and City of Port Adelaide Enfield where the Councils' one third portion of the costs will be evenly divided between the two councils. The total cost of the project is $3,736,316 with two thirds of this amount, $2,490,876 being funded by SA Power Networks and the remainder being funded by the two Councils.

Taking into consideration the agreed in-kind costs by each Council totalling $100,000, the total Council portion of costs will be $1,145,438, or $572,719 for each Council.

Under normal circumstances the council will pay for the total amount up-front however in this instance the City of Prospect have asked for payment over several periods and as discussed at our meeting it is proposed that the City of Prospect pay their portion over several financial periods, with the first payment being completed prior to 30 June 2018.

SA Power Networks are amenable to this proposal and request that you submit a payment proposal, for both amounts and timing of payments and we will then formalise the proposal in our PLEC agreement letter.

If you could please submit your proposal at your earliest convenience so that we can formalise our arrangements. If you have any questions in the meantime or would like further clarification please don't hesitate to contact me on mobile, 0403582108 or email, michael.magin@sapowernetworks.coma.au .

Yours faithfully

Michael Magin
Future Customers Manager

Attachment

AGENDA ITEM NO.: **13.1**

TO: Council on 24 April 2018

DIRECTOR: Cate Hart, Chief Executive Officer

REPORT AUTHOR: Jasmyn Page, Executive Assistant – CEO

SUBJECT: Chief Executive Officer Performance Development Review Committee Meeting Minutes 16/04/2018

Please note: the full Agenda of this Chief Executive Officer Performance Development Review Committee is available on the website via the link below.

CEO Performance Development Review Committee Agenda 16/04/2018

1. RECOMMENDATION

(1) The Minutes of the Chief Executive Officer Performance Development Review Committee Meeting held on Monday 16 April 2018 (as presented in Attachments 1-2) be received and the following be adopted:

1. Council notes Item 4.1 Chief Executive Officer's Performance Progress Report 2017/2018:

1.1 The Chief Executive Officer's Performance Development Review Committee, having considered Item 4.1, the Chief Executive Officer's Performance Progress Report 2017/2018 be received and noted the report and requested that some matters be clarified before presentation to Council (as presented in Attachments 3-16).

1.2 The Committee notes that the next review of the Chief Executive Officer's Performance will be conducted in time to inform the August 2018 Council agenda.

1.3 The Committee recommends that Council adopts the Key Performance Indicators as recommended by the CEO Performance Development Review Committee for the 2018/2019 financial year, to be read in association with the core Key Performance Indicators (as presented in Attachments 17-19):

1. The Community Hub, Library and Innovation Centre is on budget and due for completion by the end of August 2019.

2. Council has resolved to adopt a Long Term Financial Plan that sustainably funds its aspirations, in particular but not limited to:

- Open Space Strategy as amended and adopted following community consultation
- staged upgrade to Main North Road
- staged upgrade to Broadview Oval and facilities
- a validated Asset Management Plan

3. Council's 'Green Tunnel' investment has commenced, with stage 1 completed within the allocated budget.

4. George Whittle Reserve upgrade is on time and on budget.

ATTACHMENTS:

Attachments 1-2: CEO Performance Development Review Committee Meeting Minutes 16/04/2018

Attachments 3-16: Updated CEO Key Performance Key Performance Indicators Progress Report 2017/2018

Attachments 17-19: Chief Executive Officer Key Performance Indicators 2018/2019

Minutes of the Chief Executive Officer Performance Development Review Committee of the City of Prospect held in the Prospect Town Hall, 126 Prospect Road, Prospect on Monday 16 April 2018 at 6.30pm

PRESENT:

Subject to Confirmation

Mayor D O'Loughlin (Chair)
Councillors A Harris, M Groote, M Larwood and M Lee
Cate Hart - Chief Executive Officer
Allison Ashby – Ashby Magro Consulting

ITEM 1: ON LEAVE:

Nil.

ITEM 2: APOLOGIES:

Nil.

ITEM 3: CONFIRMATION OF MINUTES:

Cr M Larwood moved Cr A Harris seconded

(1) The Minutes of the Chief Executive Officer Performance Development Review Committee Meeting held on Wednesday 18 October 2017, as circulated, be taken as read and confirmed as a true record.

Carried

ITEM 4: ITEMS FOR DISCUSSION

Item 4.1 Chief Executive Officer's Performance Progress Report 2017/2018

The Mayor sought leave of the meeting to suspend meeting proceedings until 9.10pm to enable discussion.

Leave granted.

The meeting proceedings were suspended at 7.00pm.

Cate Hart, Chief Executive Officer provided a verbal overview of the key issues for 2017/2018 and discussed her performance observations with committee members.

The meeting proceedings resumed at 9.10pm.

Cr Harris moved Cr M Larwood Seconded

(1) The Chief Executive Officer's Performance Development Review Committee, having considered Item 4.1, the Chief Executive Officer's Performance Progress Report 2017/2018 be received and noted the report and requested that some matters be clarified before presentation to Council.

(2) The Committee notes that the next review of the Chief Executive Officer's Performance will be conducted in time to inform the August 2018 Council agenda.

(3) The Committee recommends that Council adopts the Key Performance Indicators as recommended by the CEO Performance Development Review Committee for the 2018/2019 financial year, to be read in association with the core Key Performance Indicators:

1. The Community Hub, Library and Innovation Centre is on budget and due for completion by the end of August 2019.

Attachment

2. Council has resolved to adopt a Long Term Financial Plan that sustainably funds its aspirations, in particular but not limited to:
   - Open Space Strategy as amended and adopted following community consultation
   - staged upgrade to Main North Road
   - staged upgrade to Broadview Oval and facilities
   - a validated Asset Management Plan

Subject to Confirmation

3. Council's 'Green Tunnel' investment has commenced, with stage 1 completed within the allocated budget.

4. George Whittle Reserve upgrade is on time and on budget.

Carried

ITEM 5: CLOSE:

The meeting closed at 9.15pm.

.....
Mayor D O'Loughlin
Chair

Attachment

Key Performance Indicator 1: Strategic Plan Delivery

PEOPLE

KNOW, EMPOWER, CELEBRATE, EDUCATE AND ACTIVATE OUR COMMUNITY

Measure	Outcomes
Community Hub, Library and Innovation Centre is progressed to the point of demolition of 128 Prospect Road and substantial commencement of construction.	Staff transitioned from the Civic Centre to the multiple sites of operations during March of 2018 in line with the scheduled plan. Demolition was then able to commence in line with the Project Plan in early April. A comprehensive transition plan was developed over several months to ensure the operations of Council were maintained with minimal customer impact. The relocation of staff to 3 sites occurred on Friday 23 March 2018 allowing the Library to re-open on the Saturday. Over the weekend, transition team continued in the background to ensure set-up was completed and ready for opening on the Monday. The transition approach and delivery was well executed with minimal disruption to services and staff are to be commended on ensuring the relocation of staff from the Civic Centre site occurred without any significant issues. On 9 April 2018 (1 week after site handover), the major demolition equipment commenced activity at the rear of the existing building. Demolition is proposed to be completed in 1 month. The adopted Project Plan anticipates; demolition, completion and adoption of all design works, piling, excavation, service relocation and tendering of steel fabrication and precast panels all to occur prior to 30 June 2018.
Reconciliation Action Plan is approved by Reconciliation Australia and has been implemented as per the endorsed schedule.	The City of Prospect REFLECT Reconciliation Action Plan (RAP) was approved by Council and submitted to Reconciliation Australia in June 2016. Reconciliation Australia were extremely positive about the level of work undertaken in the reconciliation space and recommended some further work be undertaken to achieve higher level of an INNOVATE RAP. Changes have been made to RAP document and internal consultation has been occurring before consideration by Council, anticipated to be at the April 2018 Council meeting. The new endorsed INNOVATE RAP can then be resubmitted to Reconciliation Australia.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

	In the meantime, the RAP working group has continued to meet and the original REFLECT RAP has been revised to incorporate key changes for the INNOVATE RAP: - changing from a three (3) year to a two (2) year RAP, now 2018-2020 for better alignment with Councils Strategic Plan to 2020 - some deliverables rewritten to be clearer and measurable - some deliverables moved to new classifications for a better fit - adding some new opportunities that have developed over the past year, ie the library participating in state-wide Indigenous Literacy Programs A key project being progressed is for dual naming of Parks and Reserves. Currently background research is being undertaken into the known history of these places before providing this information to a Kaurna Committee who can provide advice/ options on appropriate indigenous names. Recently, a request has been made to incorporate dual naming of the Council Wards and this will be done as part of the current project with options to be brought to Council in coming months.
Successful implementation of the City of Prospect Spring Fair and Come & Try day at Broadview Oval.	Prospect Spring Fair @ Broadview Oval was successfully implemented in October 2017. With a great number of learnings that came out of the day, the overwhelming sense of success was apparent from most attendees and participants. The success of the team implementation was highlighted by the project being shortlisted as a finalist across the State for the PG Professionals SA Annual Awards program under Community Collaboration and Partnerships.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

PLACE

LOVED HERITAGE, LEAFY STREETS, FABULOUS PLACES

Measure	Outcomes
A Project Plan for the delivery of Council's open space projects (masterplans) and other major capital projects is in place to inform Council's long term financial plan, annual budgets and grant application opportunities.	A detailed Project Plan has been developed and continually updated, identifying all Civil Infrastructure and Open Space Capital Works and Operating Projects, commencement and completion dates (refer to Attachment). In summary, all Civil Infrastructure and Open Space Capital Works and Operating Projects identified in the 2017/2018 Annual Business Plan and Budget will be completed by 30 June 2018. George Whittle Reserve Master Plan Council endorsed the George Whittle Reserve Master Plan on 28 November 2017. Final design work is being undertaken in order to deliver the upgrade of this Reserve in 2018/2019. Charles Cane / Parndo Yerta Reserve Master Plan Council endorsed the Charles Cane / Parndo Yerta Reserve Master Plan on 28 November 2017. The design work to upgrade of this Reserve is anticipated to be undertaken in 2018/2019 with delivery of the upgrade subject to Council's Long Term Financial Plan. Main North Road Concept Plan Council endorsed the Main North Road Concept Plan on 23 January 2018. The delivery of a staged approach to this Plan will be subject to Council's Long Term Financial Plan. Stage 1 design work is being undertaken for the area between Willcox Ave and Kintore Ave and will be completed by 30 June 2018. Draft Open Space Strategy Council endorsed the draft Open Space Strategy for community consultation on 27 February 2018. Consultation concludes on this draft Plan on 8 May 2018. To address future planning and priorities, an indicative timeline and indicative future budgets have been developed to establish the overall level of investment subject to financial capacity. The future planning, priorities and budget associated with specific projects identified within the Open Space Strategy will be incorporated into Council's Long Term Financial Plan.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

Broadview Sports and Recreation Precinct three budgeted projects have been completed (100%).	There are three specific projects identified in the 2017/2018 Annual Business Plan and Budget relating to the Broadview Sports and Recreation Precinct. Broadview Oval – Tennis Court Rejuvenation ($15,000) A Contract has been awarded for this project. Construction commenced on 16 April 2018 and will be completed 30 June 2018. Broadview Oval – Public Tennis Courts Upgrade ($40,000) A Contract has been awarded for this project. Construction commenced on 6 April 2018 and was completed 13 April 2018. Broadview Oval – Beautification & Oval Fitness Track ($250,000) A Contract has been awarded for this project. Construction commenced on 10 April 2018 and will be completed 8 June 2018.
Identify all streets that will not achieve "green tunnel" street canopy coverage by the third quarter of 2017 and develop draft changes to Council's 21st Century Street Tree Manual. Complete all associated community engagement processes and Council endorsement and develop an investment program to inform the 2017/2018 budget.	Administration has undertaken a survey of all streets within the City of Prospect. This survey identified the "green tunnel" (i.e. 70% and more canopy overage) street tree coverage in all streets is currently at 68%. This information is currently being analysed and provided to the Resilient East Project as well as assisting in the development of Council's draft Urban Street Tree Guide. Resilient East Project City of Prospect, being a member of Resilient East Project has identified actions and milestones in accordance with the Resilient East Baseline Report 2017, specifically addressing: Heat Mapping; Canopy Cover; Street Tree Species Review; and Water Sensitive Urban Design. A draft mission statement has been developed as part of the Project: *Resilient East Councils will increase canopy and green cover by a minimum 20% by 2045 to create cooler more liveable places for comfort, amenity and urban biodiversity.* A regional approach for canopy and green cover assessment, canopy mapping and review cycle is being investigated with key stakeholders such as: SA Health; DPTI; EPA; and SA Water. This approach has the potential to significantly reduce the costs of future five yearly updates for councils by up to 60%. This project is a key step towards the implementation of the Resilient East Climate Change Adaptation plans prepared by councils as part of South Australia's Climate Adaptation Framework. Other councils involved in the study include: City of Adelaide; City of Burnside; Campbelltown City Council; City of Norwood, Payneham & St Peters; City of Salisbury; City of Unley; Town of Walkerville; and City of Prospect.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

	Regional Heating Mapping An aerial flyover for day & night heat mapping for the City of Prospect and other ERA Councils has been completed and the task of data processing is being undertaken to produce the thermal maps and provide the information for case studies and the final Report. The data collected by the flyover will provide Council with facts and data to identify on-ground projects to reduce the effects of urban heat islands. It will also be used to work with private landholders, businesses and developers, and encourage them to put in more trees and green infrastructure on private land. Urban Street Tree Guide (Draft) Council staff has developed a draft 'Urban Street Tree Guide' (90% complete). This Guide will replace Council's '21st Century Street Tree Manual'. The Guide aims to significantly improve and increase the number and health street trees through a coordinated approach to their provision and management. This Guide will dictate future budget allocations in terms of a proactive Street Tree Planting Programs. Elected Member Workshop A Workshop detailing work undertaken to date and priorities for the future will be presented at an Elected Member Workshop scheduled for the 5 June 2018.
Residential DPA investigations, draft amendments, community consultation phases are all completed and the final draft has been adopted by Council.	The Department of Planning, Transport & Infrastructure has recently confirmed that new Development Plan Amendments (DPAs) will not be progressed. This was reported to Council in March 2018 where staff outlined an internal 'study' process which could assist the Council in being able to input into and influence the State-wide Planning & Design Code with an appropriate level of local modifications, informed by the Housing Diversity and Better Neighbourhoods Study which will be undertaken throughout 2018.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

PROSPERITY

MORE JOBS, MORE INVESTMENT, MORE ACTIVITY, MORE VIBRANCY

Measure	Outcomes
Recognised as a Smart 21 Council or higher by the Intelligent Communities Forum (ICF).	City of Prospect was unsuccessful in its application to be considered a Smart 21 Community in 2017. Council officers are working with ICF to gain insight into the community's current position through an ICF Report Card report. Additionally, staff are working on a number of innovative projects which allow for a strong application in 2018: GigCity Prospect City of Prospect will become part of the State Government's GigCity network. Specifically, we are seeking to develop the connection of the Prospect Road Innovation Precinct. Currently developing implementation plan for the project to link up four buildings with 1Gb – 10 Gb of data to attract high value tenants. NBN Event Bernard Salt On 11 October 2017, City of Prospect and nbn host renowned demographer Bernard Salt in the Town Hall, as he unveiled his report on the South Australian 'Lifestylepreneur' movement. Smart City and Suburbs Program City of Prospect has led a consortium of five Councils in South Australia to access funding for using new digital technology which will benefit local communities. 'Connected Cities' is a collaborative project between the Cities of Prospect, Burnside, Port Adelaide-Enfield, Playford, Campbelltown and the University of Adelaide to install remote sensors connected to a Low Power Wide Area Network, in order to provide ongoing data about the usage of Council assets, including parks and main streets. Connected City will create a free, open, accessible low-powered network covering an area of approximately 160k square kilometres, servicing a quarter of its metropolitan residents. This network will support entrepreneurs, scientists, STEM students and future local government Smart City projects. Progress to date includes development of project briefs for all five councils. Development of legal agreements for collaboration between Councils and the University of Adelaide. Development of tender list to execute the project. Tender to be let in late April 2018.

Attachment

<table>
<tr>
<td>100% increase in footfall in the Village Heart</td>
<td>Benchmarked against 2017, the Prospect Fast Wi-Fi system in the Prospect Village Heart has seen over a 100% increase in the number of devices travelling through the Village Heart Year to Date. This data is currently being verified by an external firm against independent counts, but early indications show City of Prospect is well positioned to exceed this goal, provided the CLIC project doesn't adversely affect Village Heart visitation in the short term. This increased footfall could be attributed to wide range of Council initiatives on Prospect Road including installation of the WiFi. The opening of the Cinema Complex on Prospect Road is likely to have had the largest impact. WiFi views from February 2017 to 2018 have increased from 1,685 to 3,632 or 115%. While logins have increased over the same period from 816 to 2,508 or 207%.

WiFi Increase Feb 2017 and Feb 2018
<table>
<tr><td></td><td>Feb 2017</td><td>Feb 2018</td><td>% inc.</td></tr>
<tr><td>WiFi Views</td><td>1,685</td><td>3,623</td><td>115%</td></tr>
<tr><td>WiFi Logins</td><td>816</td><td>2,508</td><td>207%</td></tr>
</table>
A more detailed report is being prepared on the relationship between pedestrian counts and WiFi. The report will seek to provide a formula so that WiFi views and or logins can give us an approximate number of pedestrian on Prospect Road as well as trends by month, day and time of day.</td>
</tr>
<tr>
<td>A 100% increase in value of completed development on Churchill, Prospect and Main North Rd corridors (to achieve the annual 1% increase in rate revenue from corridor development, commercial and retail sectors).</td>
<td>The value of the development in the Prospect Corridors has nearly doubled from $17.8 million (2016/17) to $35.5 million in 2017/18. This equates to a 99% increase in the value of completed development on Prospect and Churchill Roads.

Value of Development – Prospect Corridors
<table>
<tr><td></td><td>2016/17</td><td>2017/18</td></tr>
<tr><td>Prospect Rd</td><td>$10.4 M</td><td>$8.5 M</td></tr>
<tr><td>Churchill Rd</td><td>$7.4 M</td><td>$27 M</td></tr>
<tr><td>Main North Rd</td><td></td><td></td></tr>
<tr><td>Total</td><td>$17.8 M</td><td>$35.5 M</td></tr>
</table>
Note: figures for Main North Road do not include Toyota or Clayton Church Homes as works are not complete.

Value of development required to be achieved on the main road corridors to achieve this target is between $30.4m and $63.8m. This range is varied by the mixture of residential and non-residential development which attracts different rates in the dollar.</td>
</tr>
</table>

Attachment

	The total value of increased rate revenue from corridor development for 2017/2018 is anticipated to be between $107,850 and $226,450 or 0.55% to 1.2% of total rate revenue.

SERVICES

LEADERS OF THE SECTOR PROVIDING EFFICIENT, RESPONSIVE, ACCESSIBLE SERVICES

Measure	Outcomes
Increase in unsolicited compliments, and all customer complaints lead to identified system improvements.	To date we have recorded 27 compliments on the Customer Feedback Register, which includes the subject matter, department and/or team involved and detailed comments. There is also the option to include a name and contact details should the customer agree. Staff across the organisation are advised of such compliments to highlight recognition and to reinforce the approach taken in addressing community concerns worked well. The CRM system has continued to be updated in order to ensure timely response to requests for service and response to customer complaints. This has included work required to establish the community portal for customers to raise, track and enquire on requests for service as well as the production of a crystal report to provide an overview of all outstanding tasks by officer to assist with managing outstanding tasks. Complaints are considered by managers to identify process improvement strategies and are a key tool in raising opportunities to improve overall responses. This has included introducing an audit of works undertaken to identify where 'response has not hit the mark' in order to reprogram work and engage with staff on work practices. Additionally, live chat has been installed through customer service in order to provide an alternative contact approach and for customers to receive real time response to their queries and complaints. To date 32 live chat sessions have been undertaken since commencing on 1 February 2018.

Attachment

Key Performance Indicator 2: Satisfaction of the Community

Measure	Outcomes
• Achievement of a range of **rate payer satisfaction** targets as outlined the Strategic Plan identified through appropriate survey results for 2017 including but not limited to: - On-line Community Panel; or - Independent external Community survey	Overall satisfaction of **68%** was recorded**,** being almost 7 in 10 residents satisfied with the City of Prospect with a rating of **3.7 out of 5** in performance. - Community engagement and consultation demonstrated an increase of 6% in satisfaction from 2015 (when 43% satisfaction rating was recorded), with a result of **49%** in 2017. - Current initiatives include more direct correspondence on project work, meeting with residents with concerns, continued engagement with community groups as exampled by CLIC, Environmental Management Plan and Main North Road Strategy.

Key Performance Indicator 3: Financial success of the Organisation

Measure	Outcomes
• Evaluation of the number and value of **budget adjustments** for the year resulting from: - Policy change; - Revised budget estimates approved by Council; - Budget overruns; and - Internal adjustments excluding budget overruns (grants, reallocations).	Budget Review Adjustments for 2017-2018 are provided below:

Adopted Original Budget (Adopted 27/06/2017) *Surplus*		$106,607
Budget Review 1	Carry Forward from 2016-2017	($387,933)
	Net Favourable Budget Adj	$507,220
Budget Review 2	Net Favourable Budget Adj	$110,861
	Surplus after BR2	$336,755
Draft Budget Review 3	Net Favourable Budget Adj	10,035
	Draft Operating Surplus after BR3	346,790

Attachment 11

The following provides classifications of cash items included in the First, and Second Budget Reviews of 2017-2018 (including carry overs).

Note: brackets = unfavourable

A = Policy Change
B = Revised Budget Estimates Approved by Council
C = Budget Overruns/Savings
D = Internal Adjustments excluding Budget Overruns (grants, reallocations)
E = Operational Efficiency or Productivity Gains

	BR1	BR2	Draft BR3	Total
A	$0	$20,000	($6,250)	**$13,750**
B	($2,078,842)	$0	($65,000)	**($2,143,842)**
C	$327,994	$1,367,561	$362,580	**2,058,135**
D	$0	$0	($86,484)	**($86,484)**
E	$0	$18,000	$146,000	**$164,000**
	($1,750,848)	**$1,405,561**	**$350,846**	**$5,559**

The main reason for the adjustment is the carry forwards from 2016-2017. This totalled $2,078,842 (Capital $1,690,909 and Operating $387,933). The second budget review was focused on a retiming (reduction in 2017-2018 and increase in 2018-2019) of the CLIC project of $1.3m. Borrowing and other construction related costs were also retimed providing additional savings within 2017-2018.

The draft third budget review includes the recognition of the Roads to Recovery Funding and additional works that either did not make it to next year's draft budget or works that require attention.

The following list of projects have been included in the Third Budget Review for Council's consideration at its April Meeting: -

- Broadview Oval Tennis Court Fence Replacement $30k (Cap Proj)
- Corridor Roads Landscape Maintenance $30k (Op Proj)
- Irrigation Audit $20k (Op Proj)
- Prospect Park Shade Structure $10k (Cap Proj)
- Christmas Decorations $10k (Op Proj)
- DDA Compliance Ramp for RSL Clubrooms $10k (Cap Proj)
- RSL Air Conditioner $3k (Cap Proj)

Attachment

	• Native Pines ($10k) (Op Proj) • Additional Trees ($30k) (Op Proj) The proposed BR3 maintains a projected operating surplus of approximately $347k. This has primarily been made possible due to additional Roads to Recovery Income recognised in this budget review. A portion of the operating surplus is required to fund the additional proposed capital works included in this review. We have left the Operating Surplus very similar to the Second Budget review (BR2). This is because Council's LTFP was framed based on the BR2 results, with an assumption of the based level of funding of an operating surplus of approximately $300k.
• 90% of all **budgeted projects** to be completed within agreed timeframes	The third budget review is currently being prepared for the April 2018 Council meeting. Contained within this report, will be detailed analysis of the Council's ability to complete its projects by 30 June 2018. **Gig City** – Council has been accepted into the State Government's GigCity program as part of the Prospect Road Innovation Precinct within the Village Heart. To meet the objectives of the project it is proposed to extend the conduit system to for a high speed fibre connection to the Palace Nova Cinema complex (requiring an investment from the Maras Group). Staff are working with the Maras Group to finalise agreement prior to commencement of project. Directional boring services currently being sourced to commence as soon as the participation is confirmed however advice from contractors indicate these may not be available prior to June 30. **Connected Cities** – As part of the Smart Cities and Suburb Program Council received federal funding to undertake the project in partnership with 4 other Councils. The Council partners have not finalised their project briefs and agreements for signing with City of Prospect but these are anticipated to be completed in late June 2018 for the project and contract to commence. **Website Revitalisation** – Tender to undertake this project was required to be reissued due to changes in the Council platform being CMS (unity) specifications by the LGA. Administration have now finalised the second tender and contractor is about to commence with a workshop with Council in May 2018. **Road Design/Reconstruction (Alexandra Street)** – Design has been finalised, tender issued and contract awarded. Works commenced 28 April 2018 however given extent of work required, the majority of the work will be completed, but may extend into July 2018. A tight project management approach continues of the projects in order to deliver the current budgeted projects as well as those carry over projects from 2016/2017 (which have all been completed).

Attachment

• **Achieve budget** (revised budget approved by Council) within the range +/- 1% of total revenue base (operating revenue plus capital grants): - Cash budget; - Better than budgeted operating result achieved; and - Final audited Operating result.	Actual results cannot be determined until year-end audit however **it is anticipated the measures of +/- 1% will be met**.

Key Performance Indicator 4: Wellbeing of the Organisation

Measure	Outcomes
Achievement of a minimum 90% compliance with the **WHS** KPI Audit Action Plan	A focus on WHS continues across the organization. LGAWCS audits are now scheduled every second year across the industry. There is no audit scheduled for City of Prospect in 2018. The 2018 audit action plan consists of action resulting from the previous year's audit (2017 audit). In consultation with the LGAWCS, these actions have been programmed for completion by 30 September 2018.
Relationships • Achieve an 85% **satisfaction rating** in relationship surveys which include but are not limited to: - Annual 360 degree feedback process; and - Cultural survey Note: Surveys will be required to focus on engagement and strategic directions and quality of internal communications	The 2017 Engagement and Culture Survey, undertaken in July 2017, provided benchmarking against other similar organisations. The survey was anonymous and voluntary. An 83% response rate was achieved, which is an increase from 67% in 2015. <u>In summary</u>: • 90% of staff consider their job is important, 93% are clear about their impact and 87% are passionate about the work they perform; • 85% have a strong sense of belonging to their team and feel respect • 83% are clear on what their direct leader expects of them; • 61% feel well informed about changes affecting them with 25% having a mixed opinion • 83% consider the organisation has a focus on quality customer service.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

Development A **minimum** of 90% of employees have had an **Annual Performance Review** and have a current development plan**.**	The Performance Development Program (PDP) process is monitored to ensure all employees undertake a six-monthly review of their performance and have a relevant annual development plan in place. The PDP process identifies future training and development needs which feed into the coming year's budget process and development of a Training Needs Analysis and Corporate Training Plan. 100% of staff have an existing performance plan. 79% of employees to date have completed the PDP review process with a current 2018 development plan. A number of plans are partially complete with further meetings scheduled prior to the end of April. The timeframe to complete this target is end June 2018.
Training and development program for the organisation is 80% achieved for the given year and 100% achieved for the Executive	**2017/2018 expenditure:** • 35% of the budget across the organisation; and • 27% expenditure of the budget for the Executive Team. Progress continues in the development of an organisational Training Needs Analysis (TNA), forming part of the Management Team's business as usual. These percentages do not include the training and development program currently being undertaken for the Management Team and Executive Team in respect to leadership. Professional and personal development training occurred across all Directorates, based on training needs identified in the PDP process. The capacity for all staff to pursue training and development has been impacted by the delivery of the CLIC and the focus on transition to new sites during the construction period which has taken a significant amount of time and commitment from staff to ensure minimal impact on the community. During this period various role specific training and development occurred in WHS, Manual Handling, Executive and Management Team Building and Emerging & Professional Leaders development course.

Attachment

Chief Executive Officer Key Performance Indicators 2017-2018 – Progress Report

Notes Relating to the Above KPIs

There will be some objectives set within these KPIs.

Financial – there will be a link to the Long Term Financial Management plan and an objective would be to improve on the revenue mix (the proportion of rates versus grant income, and the proportion of rates derived from the commercial sector rather than the residential sector) however the prime KPI is the achievement of budget within the range + / - 1 % of the agreed council budget and the reason for any variations to the budget during the year.

Governance – included in this area is audit compliance (with legislation), Community surveys, LGA surveys. Not all these surveys will necessarily be undertaken each year nor will community surveys necessarily be satisfaction based – they may be information based.

Strategic / Annual Business Plan – with specific reference to the projects in the annual business plan each year. Key strategic projects to be delivered in coming year will be identified and agreed during the annual business plan process.

Attachment

Chief Executive Officer Key Performance Indicators 2018-2019

Key Performance Indicator 1: Strategic Plan Delivery

Measure	Outcomes
Community Hub, Library and Innovation Centre is on budget and due for completion by the end of August 2019.	
Council has resolved to adopt a Long Term Financial Plan that sustainably funds its aspirations, in particular but not limited to: - Open Space Strategy as amended and adopted following community consultation - staged upgrade to Main North Road - staged upgrade to Broadview Oval and facilities - a validated Asset Management Plan	
Council's 'Green Tunnel' investment has commenced, with stage 1 completed within the allocated budget.	
George Whittle Reserve upgrade is on time and on budget.	

Key Performance Indicator 2: Satisfaction of the Community

Measure	Outcomes
• Achievement of a range of **rate payer satisfaction** targets as outlined the Strategic Plan identified through appropriate survey results for 2017 including but not limited to: - On-line Community Panel; or - Independent external Community survey	

Attachment

Key Performance Indicator 3: Financial success of the Organisation

Measure	Outcomes
• Evaluation of the number and value of **budget adjustments** for the year resulting from: - Policy change; - Revised budget estimates approved by Council; - Budget overruns; and - Internal adjustments excluding budget overruns (grants, reallocations).	
• 90% of all **budgeted projects** to be completed within agreed timeframes	
• **Achieve budget** (revised budget approved by Council) within the range +/- 1% of total revenue base (operating revenue plus capital grants): - Cash budget; - Better than budgeted operating result achieved; and - Final audited Operating result.	

Key Performance Indicator 4: Wellbeing of the Organisation

Measure	Outcomes
Achievement of a minimum 90% compliance with the **WHS** KPI Audit Action Plan	
Relationships • Achieve an 85% **satisfaction rating** in relationship surveys which include but are not limited to: - Annual 360 degree feedback process; and - Cultural survey Note: Surveys will be required to focus on engagement and strategic directions and quality of internal communications	

Attachment

Chief Executive Officer Key Performance Indicators 2018-2019

Development A **minimum** of 90% of employees have had an **Annual Performance Review** and have a current development plan**.**	
Training and development program for the organisation is 80% achieved for the given year and 100% achieved for the Executive	

Notes Relating to the Above KPIs

There will be some objectives set within these KPIs.

Financial – there will be a link to the Long Term Financial Management plan and an objective would be to improve on the revenue mix (the proportion of rates versus grant income, and the proportion of rates derived from the commercial sector rather than the residential sector) however the prime KPI is the achievement of budget within the range + / - 1 % of the agreed council budget and the reason for any variations to the budget during the year.

Governance – included in this area is audit compliance (with legislation), Community surveys, LGA surveys. Not all these surveys will necessarily be undertaken each year nor will community surveys necessarily be satisfaction based – they may be information based.

Strategic/Annual Business Plan – with specific reference to the projects in the annual business plan each year. Key strategic projects to be delivered in coming year will be identified and agreed during the annual business plan process.

Attachment

AGENDA ITEM NO.: **14.1**

TO: Council on 24 April 2018

DIRECTOR: Simon Bradley, Director Infrastructure and Environment

REPORT AUTHOR: Helen Robins, Manager City Maintenance and Community Safety

SUBJECT: Dog Registration Fees 2018-19 and Dogs and Cats Online

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1. EXECUTIVE SUMMARY

The purpose of this report is to propose dog registration fees for the 2018-19 financial year for Council endorsement. In addition, the report will also provide further information on the new state wide registration system, Dogs and Cats Online (DACO).

Council is required to set two mandatory dog registration fees for Standard and Non Standard dogs. In 2018-19 these fees are proposed as follows:

Standard Dog (desexed and microchipped)	$35.00
Non Standard Dog (all other dogs even if they are exempt from rules around desexing and microchipping (ie dogs belonging to registered breeders, working livestock dogs, etc)	$70.00

Council may also offer other discretionary dog registration fees. In 2018-19 the following discretionary fees are proposed:

Racing greyhounds	$17.50
Working dogs	$17.50
Late registration fee	$15.00
Replacement registration disc	$10.00
Assistance dogs	Nil
New dog registrations (between 1 May and 30 June 2019)	Nil
Transfer of dog registration	Nil

The Dog and Cat Management Board in conjunction with Local Government have been working on developing the new DACO system which is a state wide online dog registration database, to replace the 68 separate Council dog registration databases.

DACO will go live for the 2018-19 dog registration period and will provide a single registration point for dog owners across the state to pay dog registration fees online and allow owners to self-manage their dog registration.

Benefits to dog owners and Councils include:

- The introduction of life time dog registration discs.
- The ability for dog owners to choose their preferred method of receiving renewal registration information either by email or letter.

- The ability for dog owners to update their own details within the system including transferring dog registration between Councils if they move.
- Instant verification of pension and concession details for pension and concession card holders upon entering their details into the DACO system.
- Providing dog owners with the ability to 'self-serve' or, for those without internet access, to register their dogs via Council as they do currently.

2. RECOMMENDATION

(1) Council having considered Item 14.1 Dog Registration Fees 2018-19 and Dogs and Cats Online, endorse the Dog Registration Fees for 2018-19 as outlined in Table 1 the report.

(2) Council receive and note information regarding the Dogs and Cats Online centralised registration system.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- Dog and Cat Management Act 1995
- Dog and Cat Management Regulations 2017

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

Strategy 1.1	Know our community	Pet ownership encourages an active lifestyle and provides an opportunity for interaction with others in the community.
Strategy 1.2	Environmentally active, sustainably focused	
Strategy 1.3	Active living for every age, every stage	
Strategy 1.4	Celebrate our diverse and creative community	

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

Strategy 4.1	Excellence in Infrastructure	DACO will provide opportunities to find efficiencies and save money while improving services to our community.
Strategy 4.2	Sound Financial Management	
Strategy 4.3	Responsible Waste Management	
Strategy 4.4	Accountable and people-focused services	

Intelligent Community Indicators

1. Broadband	Infrastructure is the foundation of economic competitiveness	DACO enables connectively between the Dog and Cat Management Board, Councils within SA and their communities.
2. Knowledge Workforce	A labour force that creates economic value through its knowledge, skills and ability to use information effectively	
3. Innovation	Intelligent Communities pursue innovation through a relationship between business, government and institutions (ie. universities).	
4. Digital Equality	Allowing everyone access to broadband technologies and skills to use them	
5. Sustainability	Economic growth while reducing the environmental impact of that growth	
6. Advocacy	Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	

4. REGIONAL IMPACT

The implementation of DACO across the region impacts 68 Councils and all dog owners within those Council regions. It provides benefits and efficiencies to Councils, dog owners and the Dog and Cat Management Board which are further outlined within this report.

5. COMMUNITY INVOLVEMENT

Dog Registrations and the centralisation of the dog registration system to DACO will involve staff from the Dog and Cat Management Board, Council staff, dog owners within our community and other professional providers such as vets and those who offer microchip services.

Information regarding the implementation of DACO will be provided via City of Prospect's website and other promotional avenues such as the Prospect Magazine.

6. DISCUSSION

This report recommends dog registration fees for the 2018-19 financial year and provides further information on the new state wide registration system Dogs and Cats Online (DACO).

Dog Registration Fees

In 2017-18 Council amended the fee structure for dog registrations as required due to changes to the Dog and Cat Management Act 1995.

These changes included the requirement to set two mandatory fee categories for Standard and Non Standard dogs. Definitions are provided below.

Standard Dog (desexed and microchipped)	$35.00
Non Standard Dog (all other dogs even if they are exempt from rules around desexing and microchipping (ie dogs belonging to registered breeders, working livestock dogs, etc)	$70.00

To assist dog owners with legislative changes and the transition to new registration categories, City of Prospect did not increase dog registration fees in 2017-18. The maximum dog registration fee for a Standard Dog of $35.00 and Non Standard Dog of $70.00 were retained.

In 2018-19 it is recommended to again retain the maximum dog registration fees of $35.00 for a Standard Dog and $70.00 for a Non Standard Dog. As we are transitioning to the new DACO system our aim is to encourage dog owners to comply with new legislation which includes mandatory microchipping of all dogs from 1 July 2018 and mandatory desexing of dogs that are born after 1 July 2018.

The proposed dog registration fee schedule for 2018-19 is shown below and includes a comparison to last year's fees:

Dog Registration Fee Category	Registration Fee 2017-18	Registration Fee 2018-19
Standard Dog	$35.00	$35.00
Standard Dog - Concession and Pension Card Holders	$17.50	$17.50
Non Standard Dog	$70.00	$70.00
Non Standard Dog - Concession and Pension Card Holders	$35.00	$35.00
Assistance Dog	Nil	Nil
Working Dog		$17.50
Racing Greyhound		$17.50
Business Dogs*		
- First 4 dogs (per dog)	-	$70 per dog
- 5-10 dogs (flat fee)	-	$350.00
- 11-20 dogs (flat fee)	-	$700.00
- 21-30 dogs (flat fee)	-	$1,050.00
- 31 or more dogs (flat fee)	-	$1,400.00
Replacement Disc Fee	$5.00	$10.00

Penalty for Late Registration	$15.00	$15.00
Desexed Only Dog^	$52.50	Not applicable
Desexed Only Dog – Pension or Concession Card Holders^	$26.25	Not applicable
Microchipped Only Dog^	$52.50	Not applicable
Microchipped Only Dog – Pension or Concession Card Holders^	$26.50	Not applicable
Transfer of Registration Fee	$5.00	Not applicable

*Business dogs are those registered to a company and may include guard dogs, dogs owned by breeders or any other dog associated with a business purpose.

^New laws encourage dog owners to desex and microchip their dogs, therefore categories for desexed only / microchip only have been removed from the 2018-19 fee schedule.

Dogs and Cats Online (DACO)

The Dog and Cat Management Board in conjunction with Local Government have been working on developing the new Dogs and Cats Online (DACO) system which is a state-wide online dog registration database, to replace the 68 separate Council dog registration databases.

DACO will provide a single registration point for dog owners across the state to pay dog registration fees online and allow owners to self-manage their dog registration, including updating dog details such as desexing and microchipping, updating their personal contact details and allowing them to transfer between Councils with ease.

DACO is proposed to go live for the 2018-19 dog registration period and as part of the transition there are some changes to the dog registration process. Currently every year our dogs are issued with a new registration disc. As of 1 July 2018 dogs will be issued with lifetime discs, therefore reducing the amount of plastic waste generated each year which may also result in some small savings.

Dog owners will also be able to choose their preferred method of receiving renewal registration information through email or letter. Again, if most owners choose email there will be an additional reduction in waste and postage costs. However owners who don't have email can still choose to receive hard copies.

Currently, when a dog transfers from one Council to another, the dog owner is required to attend the new Council, provide information such as microchipping and desexing details, pay a transfer fee and be issued a new dog registration disc. With DACO, the dog owner can go online and transfer the dogs between Councils. As there is no longer a requirement to issue a new disc each time, the fee for transfer of dogs will be removed.

Dog owners, who receive a concession, currently have to produce their concession cards to Council in order to receive a rebate on their dog registration fees. With DACO, dog owners can enter their concession details into the system and get their concession validated instantly, therefore providing an improved customer experience and remove the requirement to attend a Council office each year.

Dog owners who don't have access to the internet or choose not to use the DACO system will still be able to register their dogs via Council as they do currently.

Financial and Resource Implications

It is unclear how these changes will impact dog registration income in 2018-19 as discounts will no longer apply for some dog registration categories whilst some new dog registration categories have been added to the 2018-19 fee structure.

In addition it is also anticipated that dog registration rates will increase due to the ease of registration and ability to transfer dog registrations between Councils which may lead to additional dog registration income.

Dog owners who do not comply with the new laws may also be expiated for breaches and therefore expiation income could potentially offset reduced dog registration income.

Some savings are also likely due to efficiencies in the dog registration process including a reduction in postage and handling time and costs, the cost of producing plastic registration discs annually v's lifetime discs and eventually staff time as dog owners will be able to self-serve using the DACO system.

7. CONCLUDING STATEMENTS

The preferred option is for Council to note information regarding the implementation of Dogs and Cats on Line and to endorse dog registration fees as provided in table 1 within this report.

ATTACHMENTS

Nil.

AGENDA ITEM NO.: **14.2**

TO: Council on 24 April 2018

DIRECTOR: Simon Bradley, Director Infrastructure and Environment

REPORT AUTHOR: Dimi Shizas, Infrastructure and Assets Engineer

SUBJECT: Developer Partnership Grant Program - Azalea Street Public Realm Upgrade

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1. EXECUTIVE SUMMARY

Council has received an application for the Developer Partnership Program from the property owner of 1A Azalea Street, Prospect (corner of Azalea Street and Prospect Road, Prospect), seeking approval to widen the footpath at Azalea Street, adjacent to Meze Mazi Restaurant.

Widening the footpath will provide additional area to increase the outdoor dining capacity for the restaurant. The design incorporates vegetation planting and paving treatments to match the existing streetscape and, it is noted that the site is located south of the Village Heart area.

In accordance with Partnership Program conditions, the applicant agrees to contribute 50% of the financial cost for the project.

Administration has obtained a quotation for the works and subject to Council decision regarding the pavers, total cost will be between $29,000 and $34,000. It is anticipated that construction would take approximately six weeks.

The Developer Partnership Grant Program application has been assessed and as it meets all essential criteria, Administration supports the application.

2. RECOMMENDATION

(1) Council having considered Item 14.2 Developer Partnership Grant Program - Azalea Street Public Realm Upgrade endorse the application by the property owner of 1A Azalea Street, Prospect to widen the footpath on Azalea Street outside Meze Mazi Restaurant.

(2) Council to consider endorsing replacement of the existing older "zig zag" shaped pavers on Azalea Street, adjacent to the restaurant with the newer "H Block" shaped paver, to match the theme of paving along Prospect Road.

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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	Widening the footpath will provide additional outdoor dining for the restaurant which supports increased foot fall and increase in night life on Prospect Road.

Intelligent Community Indicators

No alignment to the indicators has been identified to this item.

4. REGIONAL IMPACT

Nil.

5. COMMUNITY INVOLVEMENT

Community Consultation is not required for this project as there is no impact to the surrounding business and residential environment.

6. DISCUSSION

In 2017/18 Annual Business Plan and Budget, Council committed $423,300 towards a new initiative titled the 'Developer Partnership Grant Pilot Program'. This Program is to provide funding for public realm upgrades, particularly at locations where the public realm is not scheduled for upgrade. Of this budget, $300,000 was expensed for the Rose Street Public Realm Upgrade, leaving a balance of $123,300 for further applications.

The grant program is available to business owners or commercial/retail property owners located in the Prospect Village Heart or within close proximity. Applicant may be eligible for funds that enhance public spaces; footpaths (i.e. outdoor dining areas); car parks; public street art; or landscaping. To apply, a Funding Application form is submitted to Council, including a site concept design plan.

The criteria for assessment of applications includes:

- Value of contribution (Council will contribute a maximum of 50% of total project cost);
- Project must support City of Prospect strategic objectives;
- Improvement to the public realm; and
- Alignment with Council adopted Master Plans or Asset Management Plan;

Applications are assessed and when all criteria is met, a recommendation is submitted to Council for consideration and approval.

Council has received an application from Mr Eltahir Malik, property owner of 1A Azalea Street, Prospect (corner of Azalea Street and Prospect Road, Prospect) seeking to widen the footpath on Azalea Street, outside Meze Mazi Restaurant. Refer to **Attachment 1-7** for copy of application.

The applicant proposes to widen the footpath by 1.2 metres and increase the outdoor dining area capacity for the restaurant. Refer to **Attachment 8** for detailed design of the proposal. The resulting total width of footpath at this location will be 3.5 metres allowing 1.9 metre width for outdoor dining, 400mm landscaped garden bed and 1.2 metres clear passage for pedestrians.

In accordance with Partnership Program conditions, the applicant agrees to contribute 50% of the financial cost for the project. Administration has obtained a quotation for the works and subject to Council decision regarding the pavers, total cost will be between $29,000 and $34,000. It is anticipated that construction would take approximately six weeks.

As part of the works, there is an option to remove and replace the existing older "zig zag" shaped pavers on Azalea Street, adjacent to the restaurant with the newer "H Block" shaped paver (see **Attachment 9**) to match the theme of paving along Prospect Road. This is supported to highlight the outdoor dining area and to visually link this area with the footpath treatment in the Village Heart where a number of restaurants separate outdoor dining areas.

Subject to Council endorsement of the recommendation, Administration will arrange for the works to be conducted in accordance with relevant technical specifications. Administration will only proceed with the works subject to a signed agreement with the applicant for 50% financial contribution from the application, upon completion of the works.

Supporting Council's direction to incorporate greening of streetscape wherever possible, the design includes vegetation planting in the form of garden beds which continue the theme of recent works along Prospect Road to the North.

In addition to the proposed works, the current liquor license operating times for outdoor dining at Meze Mazi are 5pm to 10pm Tuesday and Wednesday, 11am to 11pm Thursday to Sunday. No outdoor dining is permitted outside of these hours and the permit allows for a maximum of 35 persons to be seated in the outdoor dining area.

Financial and Resource Implications

Council has $123,300 balance in the 2017/2018 budget for the Developer Partnership Grant Pilot Program and, if this application is endorsed by Council, the balance will be approximately $94,000 to carry forward into 2018/2019 financial year.

Cost to deliver the project as per the detailed design will be $29,000 - $34,000, subject to outcomes regarding the paving, and the applicant has agreed to contribute 50% of the construction costs.

7. CONCLUDING STATEMENTS

Meze Mazi is a popular and busy restaurant, frequented by many patrons and the business operator is regularly turning customers away due to lack of seating for outdoor dining. Widening of the footpath will provide the opportunity to meet customer demand for increased outdoor dining and supports Council's Strategic target to increase footfall on Prospect Road.

ATTACHMENTS

Attachment 1-7: **Developer Partnership Grant Pilot Program Application Form – Meze Mazi Restaurant**

Attachments 8: **Drawings for footpath extension**

Attachments 9: **Current Paver types in Azalea Street**

2017 – 2018 Developer Partnership Grant Program

Are you a local business owner who would like to consider improving your premises or business frontage with support from Council? City of Prospect is trialling a new grant program and you may be eligible for funding.

In line with City of Prospect's Strategic Plan, Council is encouraging projects which enhance streetscapes or improve public amenity and will draw people to your business.

Who is eligible to apply:

- Business Owners (or Long Term Lease holders)
- Business Property Owners
- Only properties situated in the Prospect Village Heart may apply (please see attached map)

What can be funded:

Enhancements to

- Public Space / Community Land / Footpaths (Outdoor Dining areas);Carparks; -
- Public Street Art
- Vegetation/Landscaping

How to apply:

- Complete the Funding Application in full. Incomplete applications may be deemed ineligible.
- Include a site concept design plan, produced to scale at own cost.
- Submit the completed application.

Criteria for funding:

1. Criteria for assessment
    - Value of contribution (Council will only pay up to 50% of the total project - cost);
    - Meeting of City of Prospect strategic objectives;
    - Improvement to the public realm;
    - Alignment with Council adopted Master Plans or Asset Management Plan;
    - All required documentation is provided

Attachment

2. Required documentation

- Proof of property ownership; or
- Proof of leasing arrangement;
- Site concept design plan.

3. How Applications are assessed

- Applications will be assessed by the administration of Council and take into account the ability of the proposed project to meet eligibility and funding criteria as stated in the guidelines;
- Following assessment, a recommendation will be made to Council to proceed with the Funding Agreement and to further endorse the project design;
  This may take 4 – 6 weeks.

Further information and assistance:

If you require any further information or assistance with your application please contact:

Alex Cortes – Manager Infrastructure Assets & Environment

Where to send your completed application:

Applications together with attachments should be forwarded to:

admin@prospect.sa.gov.au – Attention: Manager Infrastructure Assets & Environment

Applicants will receive acknowledgement of our receipt of applications. If you do not receive acknowledgement within 7 days please contact Alex Cortes – Manager Infrastructure Assets & Environment to ensure your application has been received.

Attachment

Developer Partnership Grant Program Application Form 2017/2018

ALL APPLICANTS:

- Read the Information and Program Guidelines prior to completing this application.
- Make sure you attach supporting materials.
- Please print legibly.
- Applications must be completed in full or they will not be accepted.

1. APPLICANT DETAILS

Name of Applicant:	ELTAHIR MALIK		
Postal Address:		P/Code:	
Location Address (if different to postal address):	1A/ AZALEA ST, PROSPECT.	P/Code:	5082
Contact Details:			
Telephone	Mobile: 0466 716 161	Fax:	Email: twahero@yahoo.com
ABN	n/A		
Statement by Supplier (reason for not providing an ABN)	Yes	No	
Are you registered for GST?	Yes	No	

2. DESCRIPTION OF PROJECT

Please describe your proposed concept:

a) Title: Meze Mazi footpath extension

b) Description of Project / concept behind the idea:

eg I would like to construct a small area outside of my business with public seating for pedestrians to be able to stop, rest and enjoy. I intend to establish a colourful garden with perennial plants in planter pots, enhanced with designs by local artists.

I would like to extend the footpath area outside of my property to allow for additional outdoor dining to meet the demands of the new Meze Mazi resteraunt.

Attachment

2. DESCRIPTION OF PROJECT Continued

c) What is the aim/s of the proposal?:
To encourage pedestrians to pause outside or near my business by creating a new recreational zone which caters to shoppers and families, which provides a new friendly space where people can rest and relax with families, or while riding bicycles or walking their dogs.

looking to accomodate more clients to the Meze Mazi resteraunt as currently it is reaching capacity and patrons are being turned away

d) Timeline: *including key dates / milestones*
ie design, consult with property owner (if applicable), paint, landscape etc. to completion

design is complete. anticipate construction will take approximately 6 weeks pending council approval.

What are the anticipated install dates of your project (if relevant):

Install:	following Council Approval	

Is Property Owner Approval Required?

Yes	✓	No	

If YES, what is the property location and details of the Property Contact / Liaison Person?

Address of Property or Properties	Contact Person (s)	Other Information?
1 AZALEA St PROSPECT	Eltahir Malik	Approval granted

Attachment

3. ESSENTIAL CRITERIA

a) Site concept design plan (attach separately)

attached

b) How does the proposal relate to the site?
eg it draws attention to this unique business / building improvement / activate an underutilised space

it allows for increased outdoor dining and activates this space.

c) If relevant please describe how you will employ any environmentally sustainable practices in the work? *eg will use recycled / recyclable materials*

N/A

Attachment

8. FINANCIAL ASPECTS OF PROPOSED	
What is the amount sought from Council's Developer Partnership Grant?	$ TBA
What is your contribution?	$ 50%
What is the total cost of the proposed project? (including 'in-kind' support)? Do we need this – define or delete*	$ TBA

Please complete expenditure details in the chart below **making sure to identify those items on which Council funds will be spent:**

EXPECTED EXPENSES	
Item	**Amount $**
Materials *(please specify)*	
Hire Equipment *(please specify)*	
Public Liability	
Other expenses *(please specify)*	
TOTAL EXPENDITURE	$
TOTAL INCOME from grant	$

NB: Total income must equal total expenditure

Attachment

9. DECLARATION

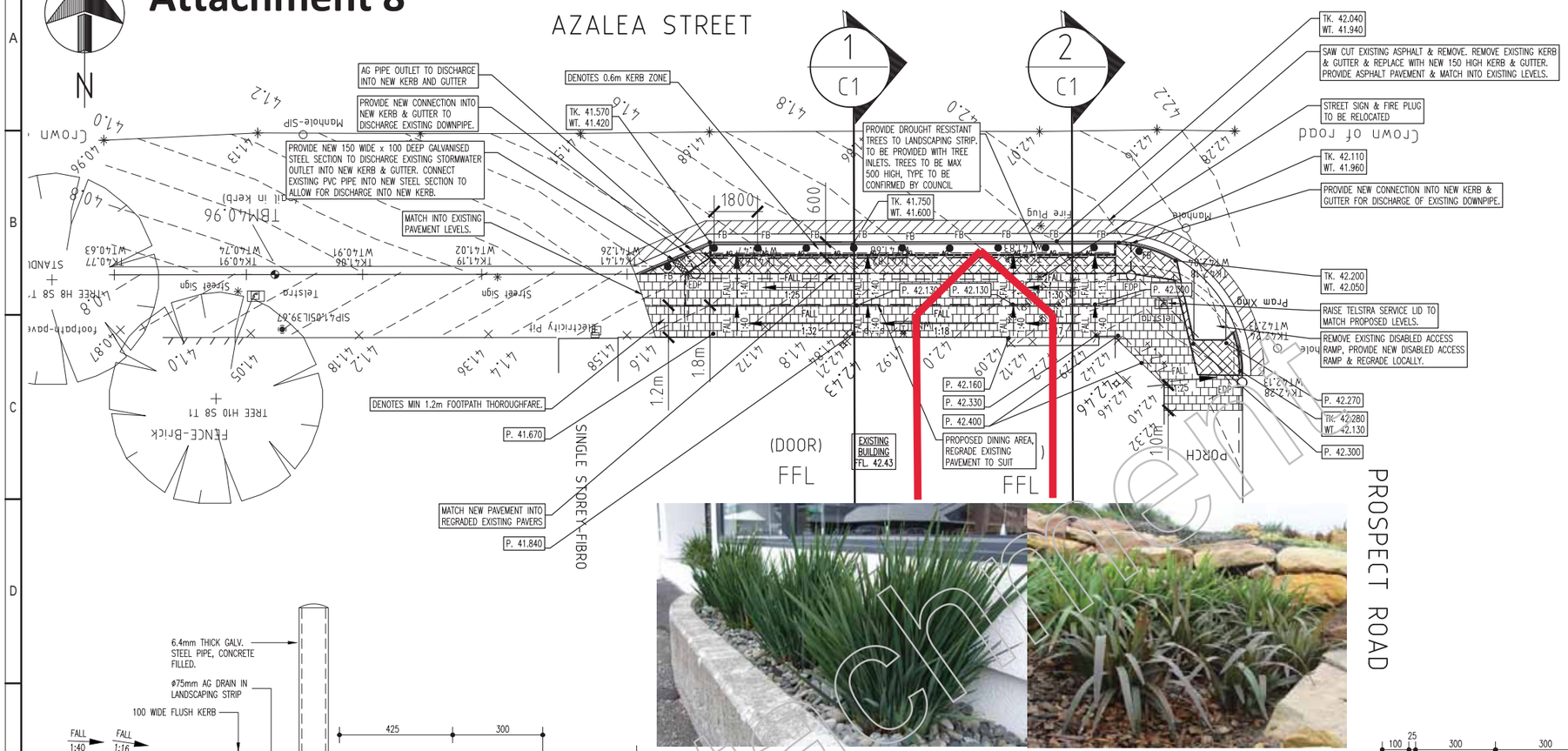
I					hereby certify that
I am authorised to prepare and submit this application and that the information contained in the application is true and correct to the best of my knowledge.					
Title	MR	Given name:	ELTAHIR	Family name:	MALIK
Signature:	E.M. MALIK			Date:	09/11/2017

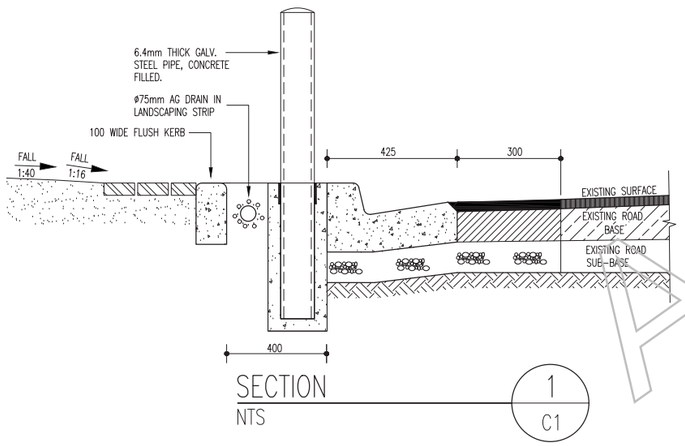
10. DOCUMENTATION CHECKLIST AND FURTHER INFORMATION - before submitting your application make sure you have:

	Read the Guidelines – in particular please note the eligibility criteria (pages 1-2)
	Fulfilled any previous grant or sponsorship obligations with City of Prospect
	Included a fully costed income and expenditure budget (including all applicable permits and fees for your project)
	Included a completed Preliminary Risk Assessment (Page 10) for your project
	Included written evidence of permission to use a site which is privately owned (if applicable)
	Completed all sections of the application form including details about your - ABN and GST status; or - provided a Statement by Supplier (if you do not have an ABN) https://www.ato.gov.au/Forms/Statement-by-a-supplier-not-quoting-an-ABN/
	Signed the application form
	Kept a copy of your application for future reference
	Submitted your application: **by post** *(application must be postmarked on or before closing date)* City of Prospect (Grants) PO Box 171 Prospect SA 5082 **by email** admin@prospect.sa.gov.au
	Any supporting documentation that may be appropriate (maximum 2 pages)
	I am aware that should my application be successful, I will be required to provide a copy of my Public Liability Insurance "Certificate of Currency" (minimum $10million) noting City Of Prospect as an interested party before my grant can be paid;

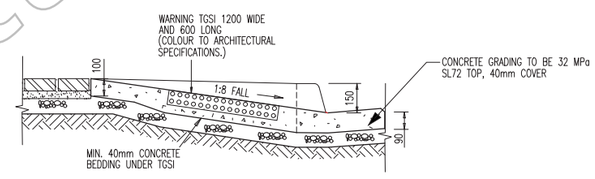
Attachment

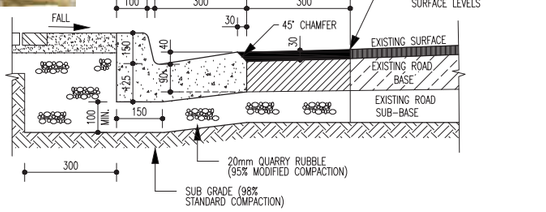
Attachment 8



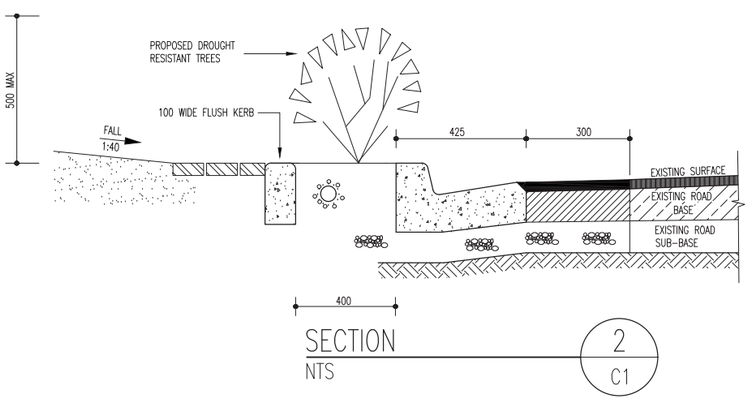


SECTION 1 / C1
NTS

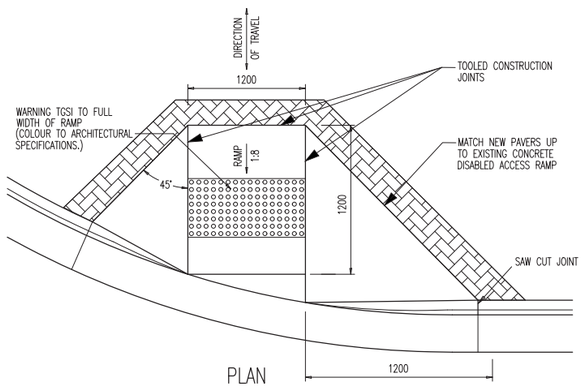




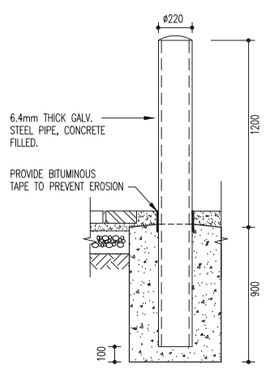
CONCRETE OR BLUESTONE KERB & GUTTER
(TO BE CONFIRMED BY OWNER)
N.T.S.



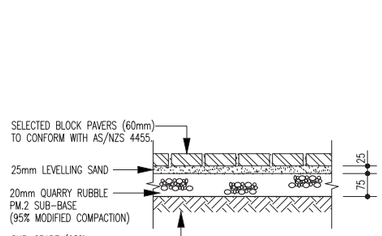
SECTION 2 / C1
NTS



DISABLED ACCESS RAMP
(150 HIGH KERB – CORNER INSTALLATION) – N.T.S.



TYPICAL BOLLARD DETAIL
N.T.S.



BLOCK PAVING
(NON-VEHICULAR) – N.T.S.

GENERAL NOTES:

1. THIS IS AN ENGINEERING SURVEY PLAN AND SHALL NOT BE TAKEN AS A CADASTRAL OR IDENTIFICATION SURVEY. BOUNDARY DATA SHOWN IS TO BE TAKEN AS A GUIDE ONLY.
2. BEFORE SETTING OUT PIPE RUNS, REFER TO THE ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ALL OTHER RELEVANT DRAWINGS TO PREVENT CLASHING OF SERVICES.
3. REFER TO DIMENSIONED ARCHITECTURAL BUILDING DETAILS FOR ALL SETTING OUT DIMENSIONS AND CO-ORDINATE WITH SITE PROJECT MANAGER.
4. TMK CONSULTING ENGINEERS ACCEPT NO RESPONSIBILITY FOR ERRORS AND OMISSIONS RELATED TO DIMENSIONAL SET-OUT OR DISCREPANCIES MADE BY THIRD PARTIES DURING CONSTRUCTION.
5. REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR DETAILS OF CONCRETE FLOOR AND BEAMS BEFORE SETTING OUT.
6. PROVIDE MINIMUM COVER TO STORMWATER PIPES AS PER AS3500 U.N.O. IF COVER CAN NOT BE ACHIEVED ENCASE PIPE IN 100mm THICK CONCRETE. ALL STORMWATER AND/OR OTHER SERVICE CONNECTION POINTS ARE TO BE LOCATED AND CONFIRMED BY THE BUILDER/CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY CIVIL WORKS.
7. FLEXIBLE CONNECTIONS FOR SEWER AND STORMWATER ARE REQUIRED FOR THIS SITE.
8. ALL NEW CIVIL WORKS ARE TO BE CONSTRUCTED TO MATCH IN NEATLY WITH EXISTING STRUCTURES.
9. CONTRACTOR TO CONFIRM EXISTING FINISHED FLOOR LEVEL ON SITE.

LEGEND

- REINSTATED ASPHALT PAVEMENT
- NEW BLOCK PAVING
- REGRADED PAVING
- CONCRETE PAVEMENT
- x 99.99 — EXISTING SPOT LEVEL
- EXISTING CONTOUR
- 150 HIGH CONCRETE KERB & GUTTER
- 100 WIDE FLUSH CONCRETE KERB
- ø100 PVC STORMWATER PIPE @ 1.0% MIN U.N.O.
- AG — ø75 AG. DRAIN WITH 16mm SCREENINGS
- FB — FIXED BOLLARD
- EDP — EXISTING DOWNPIPE
- 150 WIDE x 100 DEEP GALVANISED BOX CULVERT
- 99.89 — DESIGN LEVEL
  - T.K. — TOP OF KERB.
  - W.T. — WATER TABLE.
  - P. — PAVEMENT.
  - C.L. — COVER LEVEL
  - I.L. — INVERT LEVEL
  - F.F.L. — FINISHED FLOOR LEVEL
  - B.L. — BENCH LEVEL

COMPACTION NOTES:

(GENERAL)

1. ALL AREAS TO BE FILLED SHALL BE COMPLETELY CLEARED OF ALL DELETERIOUS MATERIAL, INCLUDING THE FOLLOWING: TREES, ROOTS AND ALL OTHER DECAYED VEGETATION.
2. PRIOR TO THE COMMENCEMENT OF ANY CIVIL OR STRUCTURAL CONSTRUCTION THE ENTIRE SITE AREA IS TO BE COMPACTED AND TESTED IN ACCORDANCE WITH AS1289.5.1.1 OR .5.1.2 – 1993 TO PRODUCE THE FOLLOWING:
   –98.0% STANDARD COMPACTION AT THE SURFACE AND AT 200mm BELOW SURFACE LEVEL. FREQUENCY OF FIELD DENSITY TESTS SHALL BE CARRIED OUT IN ACCORDANCE WITH AS3798 – 2007 TABLE 8.1. TESTING SHALL BE EVENLY SPACED OVER THE ENTIRE SITE, AND AT RANDOM LOCATIONS. TEST RESULTS SHALL BE FORWARDED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORKS.
3. ALL NEW FILL MATERIAL SHALL BE APPROVED BY THE ENGINEER AND SHALL BE COMPACTED TO PRODUCE 98% STANDARD COMPACTION IN ACCORDANCE WITH AS1289.5.1.1.
   THE LOOSE THICKNESS OF EACH LAYER BEFORE COMPACTION SHOULD NOT EXCEED 200mm WITHOUT THE APPROVAL OF THE ENGINEER. PROVIDE COMPACTION TESTS FOR NEW FILL AS PER NOTE 2.
4. ALL EXISTING FILL WITHIN THE CONSTRUCTION AREA SHALL BE COMPLETELY REMOVED. MATERIAL SHALL BE REPLACED AND COMPACTED IN LAYERS NOT EXCEEDING 200mm WHEN MEASURED LOOSE. EACH LAYER SHALL BE COMPACTED TO ACHIEVE A DENSITY OF NOT LESS THAN 98.0% (FOR COMMERCIAL) AND 95% (FOR RESIDENTIAL) STANDARD COMPACTION, AND TESTED AS PER NOTE 2.

COMPACTION NOTES:

(PAVEMENTS)

1. BASE MATERIAL NORMALLY CONSTRUCTED OF 20.0mm F.C.R SHALL BE COMPACTED TO ACHIEVE A DENSITY NOT LESS THAN 98.0% OF THE MODIFIED COMPACTION IN ACCORDANCE WITH AS1289.5.2.1 – 1993. FREQUENCY OF FIELD DENSITY TESTS SHALL BE CARRIED OUT IN ACCORDANCE WITH AS3798 – 2007 TABLE 8.1. TESTING SHALL BE EVENLY SPACED OVER THE ENTIRE SITE, AND AT RANDOM LOCATIONS. TEST RESULTS SHALL BE FORWARDED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORKS.
2. SUB-BASE MATERIAL NORMALLY CONSTRUCTED OF 20.0mm TO 40.0mm Q.R SHALL BE COMPACTED TO ACHIEVE A DENSITY NOT LESS THAN 95.0% OF THE MODIFIED COMPACTION IN ACCORDANCE WITH AS1289.5.2.1 – 1993 –TESTING SHALL BE CARRIED OUT AS NOTE 1.

CONCRETE NOTES:

1. CONCRETE SHALL COMPLY, AS REGARDS TO BOTH MATERIALS AND WORKMANSHIP, WITH AS3600 "CONCRETE STRUCTURES CODE".
2. KERB AND GUTTER TO COMPLY WITH AS2876–1987.
3. CONCRETE SHALL BE OBTAINED FROM AN APPROVED PRE–MIX SUPPLIER AND SHALL COMPLY WITH THE CURRENT AS1379 "SPECIFICATION FOR READY MIXED CONCRETE". THE CONCRETE SHALL HAVE A SLUMP OF 80mm AND A COMPRESSIVE STRENGTH OF F'c=25MPa FOR KERBS AND PITS (U.N.O) AT TWENTYEIGHT (28) DAYS. AGGREGATE SIZE SHALL BE 20mm.
4. STEELWORK FOR REINFORCEMENT AND JOINT CONSTRUCTION SHALL COMPLY, AS REGARDS TO BOTH MATERIALS AND WORKMANSHIP, WITH AS3600 "CONCRETE STRUCTURES CODE".
5. SHRINKAGE– CONTROL JOINTS ON KERB, KERB AND GUTTER, EDGING AND SPOON DRAIN SHALL BE FORMED AT SPACINGS OF 2500c/c WITH A TOOLED GROOVE TO A DEPTH OF NOT LESS THAN 20mm AND PROVIDE WEAKENED PLANE TO FULL DEPTH.

No	REVISION	DRAWN	CHE'KD	DATE
C	REVISED FOR APPROVAL ISSUE	BSA	RP	26.02.18
B	REVISED FOR APPROVAL ISSUE	RP	--	26.10.17
A	FOR APPROVAL ISSUE	RP	--	29.09.17

PROJECT
PROPOSED FOOTPATH EXTENSION
AT: 1 AZALEA STREET
PROSPECT
FOR: ELTAHIR MALIK

DRAWING TITLE
CIVIL PLAN

Civil, Structural, Environmental, Geotechnical, Mechanical, Electrical, Fire, Hydraulics, Lifts, Green ESD
Level 6, 100 Pirie Street, Adelaide SA 5000
Telephone 08 8238 4100
Facsimile 08 8410 1405
Berri Office: 25 Vaughan Terrace, Berri SA 5343

SCALES	AS SHOWN
DRAWN	RP
DATE	SEP '17
ENGINEER	RP
CHECKED	TK

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DRAWING No.
1708234-C1/C

SURVEYED: BY OTHERS

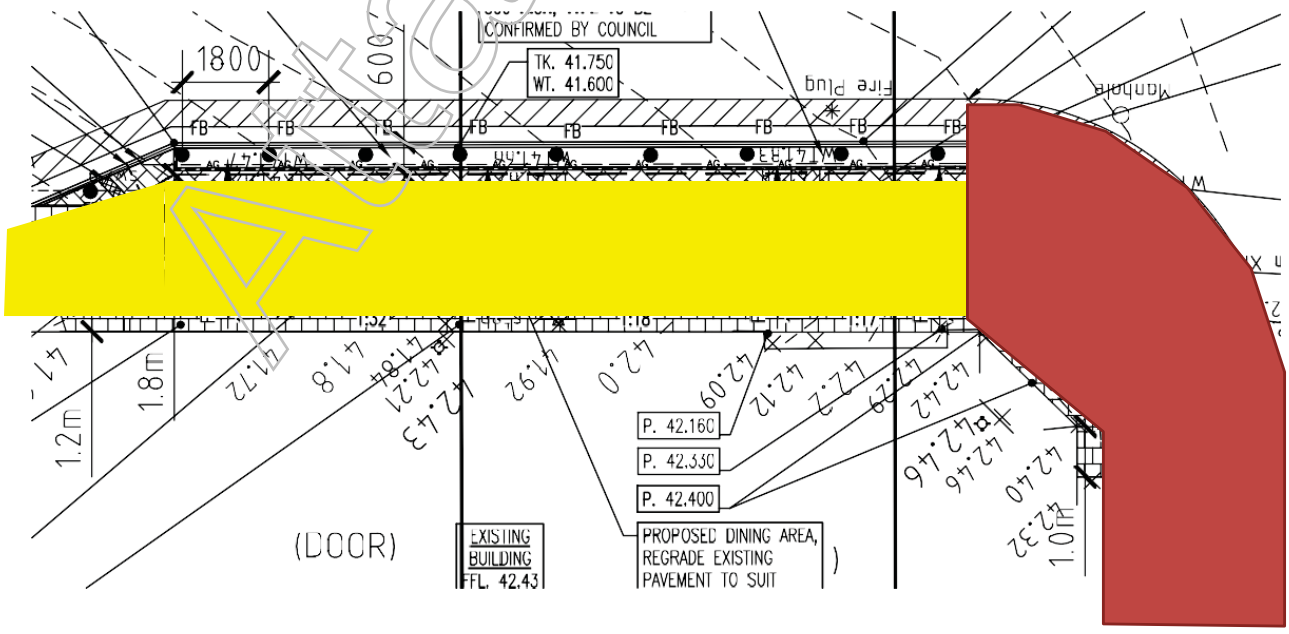
1 : 200 @ A1
0 2 4 6 8 10m

Attachment 8

Current Paver Types in Azalea Street

"Zig Zag" shape pavers

"H Block" shape pavers



Attachment

AGENDA ITEM NO.: **14.3**

TO: Council on 24 April 2018

DIRECTOR: Simon Bradley, Director Infrastructure and Environment

REPORT AUTHOR: Nina Phillips, Landscape Architect

SUBJECT: George Whittle Reserve Redevelopment Concept Plan

---

1. EXECUTIVE SUMMARY

Following endorsement of the strategic direction for the George Whittle Reserve Master Plan at Council Meeting held on 28 November 2017, Administration proceeded with concept design phase of the project.

JPE Design Studio were engaged following the tender process in early 2018 and Administration has been working with the designers to detail each element of the Master Plan.

During the detailed design of the concept and following further investigations and design work, some elements have been relocated and are not in the same locations as per the endorsed Master Plan. These include the playspace, parkour zone, fitness zone, sculpture art and lawn area. The rearrangement will allow for better relationships and integration between the different zones and their uses.

Administration and JPE Design Studio are investigating the opportunities for public art in a variety of ways by embedding it as part of the entire design of the site, including within materials and components (ground surfaces, furniture, play equipment, etc).

Furthermore, Administration has identified that additional consultation is required with skate park users to confirm the concept design of the skate park. An onsite forum will be organised at George Whittle Reserve and Administration will invite skate park users via social media and any relevant youth groups or contacts that Council has listed as stakeholders. It is anticipated that the consultation will be conducted in May 2018.

2. RECOMMENDATION

(1) Council endorse in principle the proposed concept plan as presented in Attachments 1-31, for the purposes of additional consultation and support from skate park users of the current design of the skate park;

(2) Subject to endorsement by skate park users, proceed to documentation stage in preparation for construction in 2018/19 Financial Year.

---

3. RELEVANCE TO CORE STRATEGIES / POLICY

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

Strategy 1.1	Know our community	Strategy 1.3 is achieved by the redevelopment of the reserve, encouraging active living
Strategy 1.2	Environmentally active, sustainably focused	
Strategy 1.3	Active living for every age, every stage	
Strategy 1.4	Celebrate our diverse and creative community	

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

Strategy 2.1	Respect the past, create our future	The redevelopment reflects all the strategies as it provides guidance to create better access to quality loved open space for the future and increased greenery
Strategy 2.2	Loved parks and places	
Strategy 2.3	An accessible City	
Strategy 2.4	A greener future	

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

Strategy 4.1	Excellence in Infrastructure	Strategy 4.1 is achieved through upgrade of infrastructure
Strategy 4.2	Sound Financial Management	
Strategy 4.3	Responsible Waste Management	
Strategy 4.4	Accountable and people-focused services	

Intelligent Community Indicators

Nil

4. REGIONAL IMPACT

George Whittle Reserve is classified as a District Park in the draft Open Space Strategy. However, the development has broader impact as skate park competitions are

currently held at the reserve and potentially attracts visitors at a regional level. The remainder of the reserve predominantly caters for user groups within the district.

5. COMMUNITY INVOLVEMENT

Community engagement was undertaken as part of the Master Plan process and outcomes have been provided in the Council Report dated 28 November 2017. Administration received some response from skate park users as part of the Master Plan consultation. The feedback received regarding the skate park was that a new facility allows for beginners and all ages, it provides the same core elements of the current facility and elements which help users train their skating skills, and provide high visibility across the skate park and the site.

Given the skate park is being used for competitions, Administration will conduct additional consultation with local stake park users, in May 2018, to confirm the concept design for the skate park. Administration will include the most recent competition organisers in the consultation for the skate park. The consultation will be an open forum day to be held at George Whittle Reserve and relevant stakeholders will be invited either directly or via social media.

6. DISCUSSION

The purpose of this report is to progress the George Whittle Reserve concept plan to documentation stage, from the endorsed strategic direction of the Master Plan.

Figure 1 overleaf shows the Master Plan that was presented as part of the endorsed strategic direction and, it is noted that the Master Plan is **not** a concept plan. Master Plans are a high level representation of the core elements identified from consultations and strategic investigations at Master Planning stage. The Master Plan is to be seen as a "bubble diagram" of how the core elements are incorporated and relate to each other holistically.

The visual forms presented in the Master Plan are only a representation of what the elements may look like from a plan view. Following on from the Master Plan stage is the Design Development stage where a concept plan is developed, focusing on each element and the visual and functional design of each element.

Other than the incorporation of key components, the Master Plan and the concept plan are not intended to be reflective of each other. The two plans serve different purposes and there is a different level of investigation occurring at each stage of the project. Figure 2 shows the proposed concept plan which is now at the Design Development stage.

Administration has been working with the designers to design each element of the Master Plan and further investigate the relationships between the different elements. At concept level, we have identified that a number of elements need to be relocated in order for the relationships between the different elements to work more effectively and be fully integrated in the design as a whole. These elements are the playspace, parkour zone, fitness zone, sculpture art and lawn area.

The current Master Plan shows the playspace to be located at the south-west corner of the site (Figure 1). The proposal is to locate the playspace to the north-west corner of George Whittle Reserve. The new suggested location will allow for a better relationship with the skate park which is central to the reserve. The current location of the playspace is disconnected from the entire site and in particular from views from Churchill Road. The new location will invite visitors to enter the reserve and the playspaces in a much more welcoming way via the integrated walkway.

More "junior" play equipment will be located closer to the back corner of the reserve, away from Churchill Road and will flow onto more "senior" play equipment heading towards the proposed skate park location. The "senior" play equipment is best located next to the skate park allowing for views of the skate park from the top of the play items and integrating the different uses of the space. This will also allow for parents/carers of children of different ages to supervise their children who may be in different zones of the reserve.

Figure 1 – The strategic direction of the Master Plan has been endorsed. Fig. 1 shows the Master Plan of George Whittle Reserve

The fitness zone will be located south of the lawn area allowing for the skate park to expand slightly and open up to the lawn area.

The parkour terracing as shown in the Master Plan was identified as an area that may attract undesirable activities as it restricts vision to the rear of the reserve. The philosophy of parkour is to encourage movement along a clear and visible route whilst experiencing the various elements within the reserve.

The amended and improved locations of all zones are shown in Figure 2.

Figure 2 - Proposed Concept Plan for George Whittle Reserve by JPE Design Studio

The project was presented to the Public Art Roundtable in March 2018 and it was agreed to involve an artist as part of the design team. The artist will inform the design for materials and components looking at the entire reserve holistically. There was also support for the graffiti artist who has previously been commissioned for works at this reserve to be engaged for graffiti design of the new skate park. We are also investigating opportunities for public art as suggested and discussed at the Roundtable.

Another outcome from the community consultation was a request to reduce the amount of hard surface area throughout the reserve and this has been incorporated into the concept plan. The current site has a full sized tennis court and separate basketball area with 2 backboards. In considering the community's feedback, the proposed concept provides a full sized basketball court, incorporating a netball ring and pavement marking and no tennis court. Trying to incorporate all three sports was not possible as, the tennis court nets and poles would have to be removed to allow for basketball play. To maximise use of the hard surface area, it is deemed that 10-12 people playing basketball versus 2-4 people playing tennis will be more attractive to recreational users and will involve more of the community at any one time. The area without tennis courts may also be used for other activities such as hard-court soccer or children to learn bike riding.

Financial and Resource Implications

The initial cost estimate for design construction cost is on target as outlined in **Attachment 20-31**. Budget for the entire project is $1.2m with $600,000 grant

funding and $300,000 Council contribution for the 2018/19 Financial Year, and $300,000 Council contribution for the 2019/20 Financial Year, pending approval of the budget submissions. There will be a cost implication for involving an artist and this will be absorbed within the current budget.

7. CONCLUDING STATEMENTS

Following consideration of feedback from the community consultation, we have incorporated requests into the concept plan and prepared a layout that connects and integrates all the elements of the different zones. Following the additional consultation with skate park users, Administration will proceed to documentation stage, in preparation for construction in the 2018/19 Financial Year.

ATTACHMENTS

Attachments 1-31: Proposed Concept Plan Report by JPE Design Studio

GEORGE WHITTLE RESERVE
DESIGN DEVELOPMENT REPORT

Attachment

Attachment

JPE Design Studio Pty Ltd
Architecture
Interior Design
Landscape Architecture
Urban Design

Revision	Issue Date	Issued By
A	15.03.18	AP
B	05.04.18	AP

Attachment

CONTENTS

01 BRIEF DEVELOPMENT
02 SITE CONTEXT
03 CONCEPT
- precedent imagery
- materials
- landscape section
- play elements
- art opportunities
- skate park design
- 3D visualisation

04 COST BREAKDOWN

01 BRIEF DEVELOPMENT

PROJECT BACKGROUND

- Mixed-use and medium density development is increasing along Churchill Road
- Population is due to increase around the George Whittle precinct (extra 200 dwellings)
- Therefore there is a greater need for improved public open space, with high quality infrastructure
- The current reserve is very popular with locals and has a regional draw as a beginner's skate facility

BUDGET

- $1.2 million - $600k grant from Places for People with Council intending to match it
- Potential for the project to be constructed in stages

DESIGN PRINCIPLES

- Improve the quality of the diverse offering
- Maintain a focus on active sports
- Foster and continue to welcome youth engagement
- Enhance the reserves identity
- Encourage a sense of local pride
- Enhance surveillance and meet CPTED principles

CONSULTATION TO DATE

UPRS/Aspect undertook consultation with community and elected members prior to developing the Master Plan.
Key comments included:

- Improved lighting for safety and surveillance
- Better integration to surrounding apartments
- Improve playspace
- Reduce hard surfaces
- Establish a community garden
- Provide Wi-Fi
- More imaginative play opportunities
- Currently reserve is considered rundown and unappealing
- Improved cycle links to the park will increase recreational use
- Directional signage and pedestrian refuges on Churchill Road would increase safe access opportunities
- Skate park is good for beginners, new skate park should consider this
- Skate park to incorporate the same core elements of the current facility
- Junior play/nature play is highly valued in the community
- Shelter and seating to be located near play
- More seating/bbqs
- Keep this as the 'play park'
- Needs modernising
- Include art opportunities

MASTER PLAN REVIEW

JPE Design Studio provided a review of the existing master plan, understanding budget requirements as well as levels throughout the site. Our feedback is as follows;

- playspace location is problematic as it is located away from passive surveillance and lacks clear access from the road edge
- parkhour element can be integrated within the play and skate space to save cost
- movement should be simplified to save cost and increase comfort of use for non-skate park users
- review materiality based on budget requirements

Attachment

George Whittle Master Plan - developed 2017

Final Master Plan - council endorsed 2017

Attachment

02 SITE CONTEXT

SITE FACILITIES

EXISTING:
- skate (including beginner's equipment)
- tennis
- half-court basketball court
- 1 x shelter, seating/picnic tables
- entry wall and signage
- playspace
- public toilet block
- mature trees along lawn embankment
- emu, eggs and wombat carved timber art
- phone box

RE-USE:
- Some park furniture items (new picnic setting and platform seat)
- emu, eggs and wombat carved timber art
- entry wall and signage
- paved frontage
- mature trees (as defined by tree audit)
- phone box?

SITE PARAMETERS

- Topography and site lines/surveillance to the rear of the site
- Faces onto Churchill Road – busy North-South arterial road
- Main lawned green space at rear of site – surveillance issues
- Fences currently restrict access and surveillance opportunities

SITE OPPORTUNITIES

- Diverse offering of various youth activities
- Already a popular youth hub

Attachment

7

9

8

10

DUDLEY AVENUE
RESIDENTIAL
GEORGE WHITTLE RESERVE
BASKETBALL
SKATE
TENNIS
PASSIVE REC
PLAYSPACE
KEY CORRIDOR
CHURCHILL ROAD
RESIDENTIAL
1
2
3
4
5
6
7
8
9
10

Attachment

03 CONCEPT

PLAYSPACE WITH TOWER SLIDE, SWING + CLIMBING TRUNKS

LARGE LOG CLIMBING FRAME

NEW SHELTER WITH 1 x NEW PICNIC TABLE & 1 x RELOCATED PICNIC TABLE + BBQ

RELOCATED WATER BUBBLER

IRRIGATED TURF

FITNESS STATION

EMU/WOMBAT ART

OPEN LOW PLANTING TO REAR CORNER OFF RESERVE IMPROVING SIGHT LINES

EXISTING TOILET

RAISED PLATFORM

EXISTING PHONE BOX

PLANTING TO PLANE TREE EDGE

SKATE ZONE

COMPACTED SAND

HARD COURT WITH BASKETBALL COURT + NETBALL RING

RELOCATED PLATFORM

NEW SHELTER

PRIMARY CIRCULATION PATH

Attachment

PRECEDENT IMAGERY

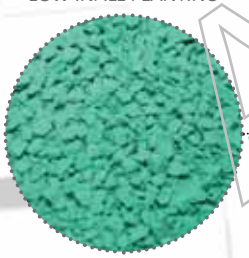
Attachment

MATERIALS

PINE CHIP SOFTFALL

COLOURED RUBBER SOFTFALL

LOW INFILL PLANTING



COLOURED RUBBER SOFTFALL

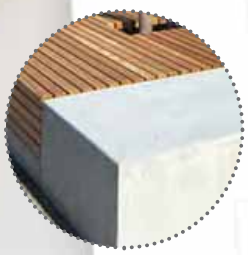
LOW INFILL PLANTING

TIMBER DECKING

EXPOSED CONCRETE

COMPACTED SAND

ACRYLIC PLAYING SURFACE



OFF-FORM CONCRETE WITH TIMBER

Attachment

LANDSCAPE SECTION

Attachment

The above landscape section illustrates the change in levels across the site and how this has been accomadated within the design.

PLAY ELEMENTS

After meeting with the Public Art Round Table, multiple art opportunities were determined, specifically the integrations of art within the play elements.

BASKET SWING

FUTURE ART OPPORTUNITY - CLIMBING LOGS

EMU ART

FITNESS EQUIPMENT

SLIDE TOWER

METAL RING TUNNEL - FUTURE ART OPPORTUNITY

CLIMBING STRUCTURE - FUTURE ART OPPORTUNITY

MULTI-USE COURT

Attachment

Attachment

PUBLIC ART OPPORTUNITIES

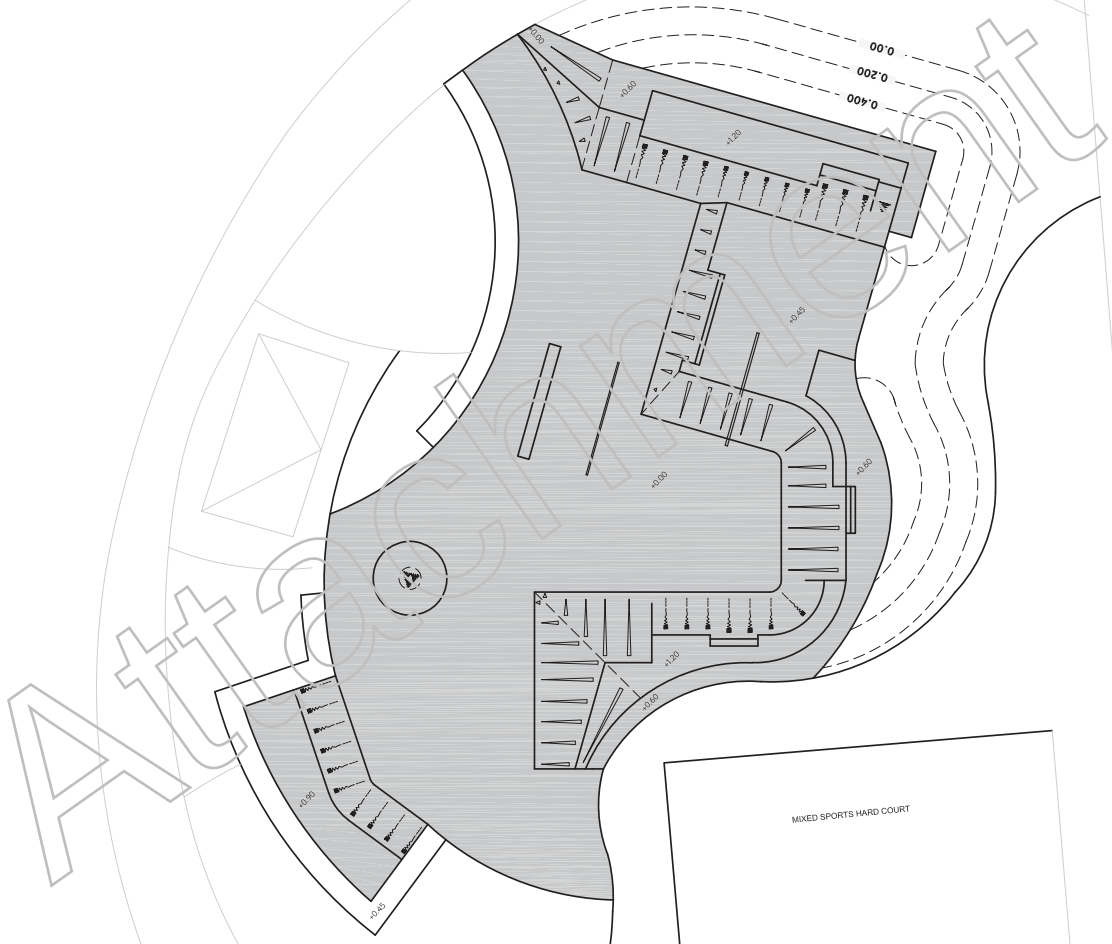
The below plan illustrates key opportunities, such as walls, fencing and play elements where public art could be integrated.

Council will look to engage a local artist to input into the final design outcome.

Attachment

Document

SKATE PARK DESIGN



Attachment

REVISION

STATUS

CONVIC
UNIT 13, 46-50 REGENT STREET
RICHMOND VIC 3121 AUSTRALIA
T +61 3 9486 9899 F +61 3 9486 9088
WWW.CONVIC.COM

WARNING:
BEWARE OF UNDERGROUND SERVICES.
THE LOCATIONS OF UNDERGROUND SERVICES ARE INDICATIVE ONLY.
THEIR EXACT POSITION SHOULD BE PROVEN ON SITE.

This drawing and design is subject to copyright and may not be reproduced without prior written consent. Contractor to verify all dimensions on site before commencing work. Report all discrepancies to Superintendent prior to construction. Figured dimensions to be taken in preference to scaled drawings.
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email NGrigg@acorkersulting.com.au
ABN 57 123 374 345

CLIENT NAME
JPE DESIGN STUDIO

PROJECT
GEORGE WHITTLE RESERVE

DRAWING TITLE
DRAFT CONCEPT

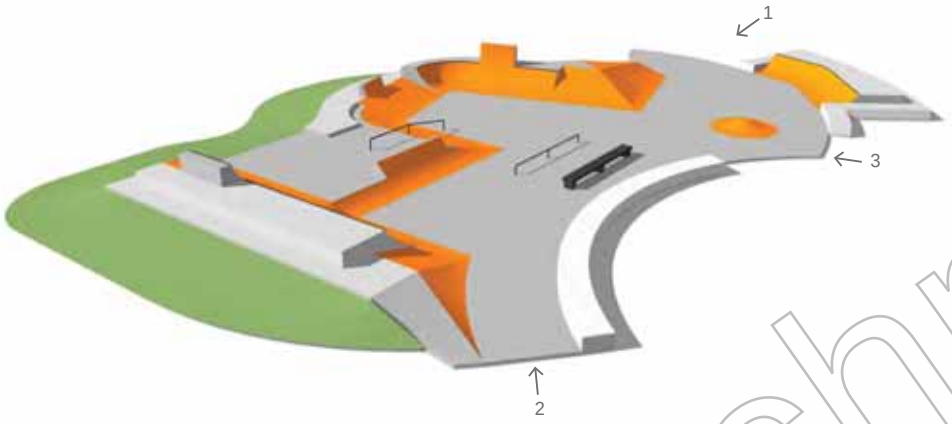
DRAWING NUMBER
00000_CD

REVISION

DRAWN **AT** CHECKED

SCALE **1:200 @ A3** DATE **21.03.2018**

SKATE PARK 3D VIEWS



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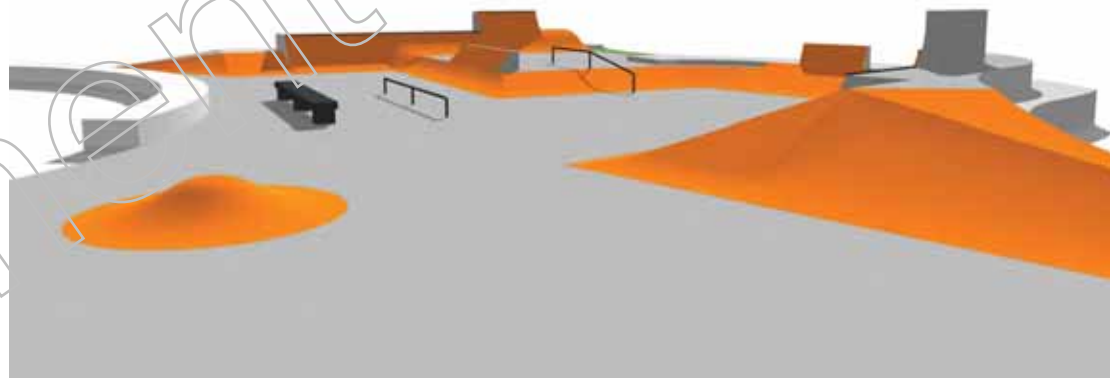

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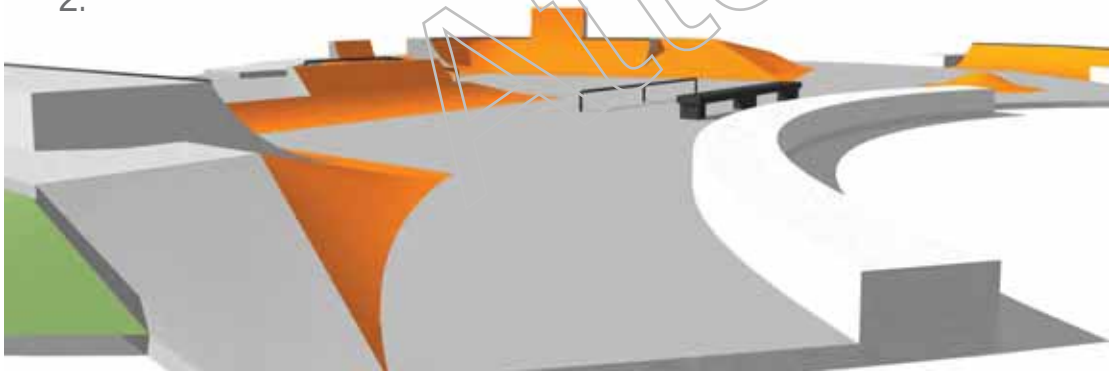

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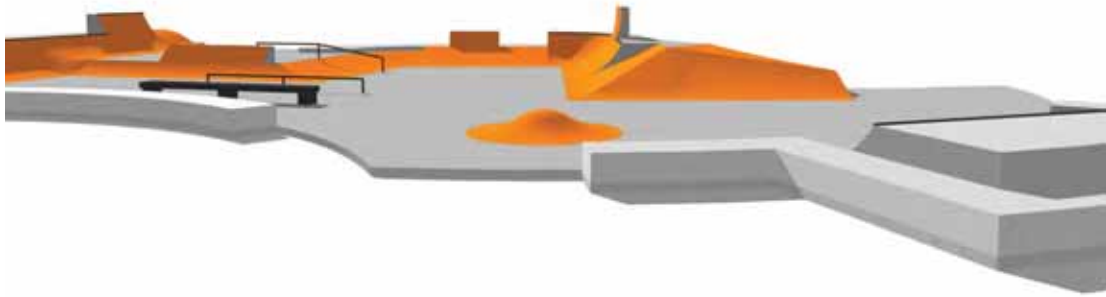

Attachment

SKATE PARK PRECEDENTS

SKATE REFERENCE IMAGES

Low level ramp heights, open plaza obstacles and coloured concrete ties together a street style facility catered towards beginner to intermediate riders.

Attachment

3D VISUALISATION

04 COST BREAKDOWN

Attachment

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 1
Project No:	181748	**Date:**	5th April 2018
GFA:	3939		

Code	Description	% B.C.	Cost/m2	Sub total	Mark Up %	Total
BE	Basis of Estimate	0.00%		0		0
DE	Demolition & Site Preparation	4.82%	18.59	73,244		73,244
XL	Landscape Works	57.89%	223.61	880,794		880,794
SI	Site Infrastructure	3.98%	15.36	60,500		60,500
	Sub-Total	**66.67%**	**257.56**	**1,014,538**		**1,014,538**
CT	Design Development Contingency (5%)	3.36%		51,000		51,000
PR	Builder's Preliminaries & Margin (7%)	4.93%		75,000		75,000
	Total Builder's Comparison Estimate	**74.95%**	**289.55**	**1,140,538**		**1,140,538**
CT	Construction Contingency (5%)	3.82%		58,000		58,000
PR	Professional Fees & Statutory Charges	0.43%		6,462		6,462
AR	Artwork	0.66%		10,000		10,000
ES	Escalation	0.00%		Excl.		Excl.
	Total Project Cost (Excl. GST)	**79.85%**	**308.45**	**1,215,000**		**1,215,000**
	Below the Line Items					
EX	Exeloo Toilet	13.33%		202,750		202,750
ALO 1	Alternative Lighting Option 1 - Lighting to Pathways Only (P3 Standard)	1.58%		24,000		24,000
ALO 2	Alternative Lighting Option 2 - Full Lighting to Pathways, Skate Park and Court	5.26%		80,000		80,000
	Total Below the Line Items (Excl. GST)	**20.16%**		**306,750**		**306,750**

Attachment 21

For Public Consultation

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018
GFA:	3939		

Code	Description	Quantity	Unit	Rate	Total
BE	**Basis of Estimate**				
	This Cost Estimate is a Concept Cost Estimate for the redevelopment of George Whittle Reserve to include mixed sport hard court, skate zone, play area and landscaping				
	This Concept Cost Estimate is based on the following information:				
	George Whittle Design Development Package by JPE received 28 March 2018				
	Bestec services drawing and estimate received 28.03.18				
	CONVIC Estimate of Probable Cost dated 23.03.18				
	Site survey received 14 March 2018				
	Site photos received 7 March 2018				
	Relevant email correspondence				
	This Concept Cost Estimate includes the following items:				
	Design Development Contingency				
	Builder's Preliminaries & Margin				
	Construction Contingency				
	Statutory Charges				
	Artwork				
	This Concept Cost Estimate specifically excludes the following items which should be considered when assessing the overall project:				
	GST				
	Escalation				
	Professional fees (as advised by JPE)				
	Land and legal costs				
	Latent conditions				
	Rock excavation				
	Contaminated soil removal / remediation				
	Asbestos removal				

Attachment 22

Duplicate

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018
GFA:	3939		

Code	Description	Quantity	Unit	Rate	Total
	Work to existing perimeter fence / walls				
	Removal of existing Telstra phone box				
	Tree removal (all existing trees assumed incorporated into new design)				
	Glow in the dark aggregate				
	Work to existing street footpath				
	Work to existing low height feature walls				
	Retaining walls (assumed designed largely to existing contours)				
	Pruning / making good existing trees (assumed undertaken by Council)				
				Basis of Estimate Total	**$ 0**
DE	**Demolition & Site Preparation**				
DE	Demolition	3,939	m2	15.59	61,427
XP	Site Preparation	3,939	m2	3.00	11,817
	Total Demolition & Site Preparation	**3,939**	**m2**	**18.59**	**73,244**
				Demolition & Site Preparation Total	**$ 73,244**
XL	**Landscape Works**				
XR	Roads, Footpaths & Paved Areas	3,939	m2	144.63	569,713
XN	Boundary Walls, Fencing & Gates	3,939	m2	13.91	54,783
XB	Outbuildings & Covered Ways	3,939	m2	19.04	75,000
XL	Landscaping & Improvements	3,939	m2	20.94	82,498
FT	External Fitments	3,939	m2	25.08	98,800
	Total Landscape Works	**3,939**	**m2**	**223.61**	**880,794**
				Landscape Works Total	**$ 880,794**
SI	**Site Infrastructure**				
XK	External Stormwater Drainage	3,939	m2	3.81	15,000
XW	External Hydraulic Services	3,939	m2	0.63	2,500
XE	External Electric Light & Power	3,939	m2	10.92	43,000
	Total Site Infrastructure	**3,939**	**m2**	**15.36**	**60,500**

Attachment 23

Preliminary

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018
GFA:	3939		

Code	Description	Quantity	Unit	Rate	Total
				Site Infrastructure Total	**$ 60,500**
CT	**Design Development Contingency (5%)**				
CT	Design Development Contingency (5%)		Item		51,000
				Design Development Contingency (5%) Total	**$ 51,000**
PR	**Builder's Preliminaries & Margin (7%)**				
PR	Builder's Preliminaries & Margin (7%)		Item		75,000
				Builder's Preliminaries & Margin (7%) Total	**$ 75,000**
CT	**Construction Contingency (5%)**				
CT	Construction Contingency (5%)		Item		58,000
				Construction Contingency (5%) Total	**$ 58,000**
PR	**Professional Fees & Statutory Charges**				
PR	Professional Fees & Statutory Charges		Item		6,462
				Professional Fees & Statutory Charges Total	**$ 6,462**
AR	**Artwork**				
AR	Artwork		Item		10,000
				Artwork Total	**$ 10,000**
				Construction Total	**$ 1,215,000**

Attachment 24

Attachment 24

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
DE	**Demolition & Site Preparation**				
DE	**Demolition**				
	Structures & Pavements				
1	Break up and remove bitumen basketball court including rings, posts, etc.	538	m2	20.00	10,760
2	Break up and remove bitumen tennis court including nets, posts etc.	451	m2	20.00	9,020
3	Break up and remove concrete skate zone including steps, quarter pipe, funbox, mini spine etc.	448	m2	35.00	15,680
4	Pull up and remove unit paving	76	m2	15.00	1,140
5	Break up and remove concrete pavement	70	m2	35.00	2,450
6	Demolish and remove play area including bark chip mulch, gravel path, concrete edging etc.	285	m2	10.00	2,850
7	Demolish and remove steel framed play equipment including concrete footings (small - medium sized)	4	No	750.00	3,000
8	Demolish and remove shade sail including steel poles	68	m2	25.00	1,700
9	Demolish and remove timber framed shelter	13	m2	75.00	1,010
10	Break up and demolish rock wall	18	m	100.00	1,780
	Fencing				
11	Demolish and remove mesh and tubular fencing including footings	162	m	25.00	4,038
12	No allowance to demolish existing perimeter fence / walls		Note		Excl.
	Furniture				
13	Remove bin and return to Council where required	3	No	250.00	750
14	Remove picnic / bench seating and return to Council or relocate where required	3	No	250.00	750
15	Remove stone monument and return to Council where required	1	No	500.00	500
	Services				
16	Carefully remove outdoor electric BBQ for reuse including capping of services	1	No	500.00	500
17	Carefully remove water bubbler for reuse including capping of services	1	No	500.00	500
18	No allowance to remove existing Telstra phone box		Note		Excl.
	General				

Attachment 25

Indicative

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
19	Allowance for sundry demolition including rocks, edging, etc.		Item		5,000
				Subtotal Demolition	**61,427**
XP	**Site Preparation**				
20	Clear and strip site including minor shaping to form design levels (assumed new design following current contours)	3,939	m2	3.00	11,817
21	No allowance for tree removal (all existing trees assumed incorporated into new design)		Note		Excl.
22	No allowance for rock excavation		Note		Excl.
23	No allowance for contaminated soil removal / remediation		Note		Excl.
				Subtotal Site Preparation	**11,817**
				Subtotal Demolition & Site Preparation	**73,244**
XL	**Landscape Works**				
XR	**Roads, Footpaths & Paved Areas**				
	Concrete Pavement				
24	Exposed aggregate concrete pavement including control and expansion joints, boxing out and prepared sub base	441	m2	120.00	52,920
25	No allowance for glow in the dark aggregate		Note		Excl.
	Compacted Sand				
26	Compacted sand pathway including boxing out, soil bond and prepared sub base	315	m2	45.00	14,175
	Organic Mulch				
27	Bark chip mulch softfall including boxing out and prepared sub base	255	m2	25.00	6,375
	Mixed Sport Hard Court				
28	Asphalt pavement with acrylic surface finish including boxing out and prepared sub base	488	m2	85.00	41,480
29	Allowance for linemarking		Item		2,500
	Rubber Softfall				
30	Rubber softfall including boxing out and prepared sub base	106	m2	160.00	16,960

Attachment 26

Redundant

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
	Skate Zone				
31	Allowance for concrete skate zone including rails, ramps, etc. as per CONVIC Estimate of Probable Cost dated 23.3.18		Item		402,000
	Raised Timber Platform				
32	Raised timber platform including concrete footings, etc.	22	m2	750.00	16,500
	Edging / Kerbing				
33	Steel edging	189	m	40.00	7,552
34	Flush concrete kerb	168	m	55.00	9,251
	General				
35	No allowance for work to existing street footpath		Note		Excl.
				Subtotal Roads, Footpaths & Paved Areas	**569,713**

XN Boundary Walls, Fencing & Gates

	Entry Walls				
36	No allowance for new low height feature walls along footpath edge		Note		Excl.
37	No allowance for work to existing low height feature walls		Note		Excl.
	Seating Walls				
38	Low height concrete feature seating wall including concrete footing (1.0m wide x assumed 0.5m high)	25	m	1,150.00	28,290
39	Integrated timber bench seating fixed to top of concrete seating wall	5	m	750.00	3,638
	Retaining Walls				
40	No allowance for retaining walls (assumed designed largely to existing contours)		Note		Excl.
	Fencing / Walls				
41	Chainmesh fence to perimeter of Mixed Sport Hard Court	70	m	325.00	22,855
42	No allowance for works to perimeter fence / walls		Note		Excl.

Attachment 27

Redundant

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
				Subtotal Boundary Walls, Fencing & Gates	**54,783**
XB	**Outbuildings & Covered Ways**				
43	8.0 x 4.0m Shelter (assumed Landmark shelter)	1	No	20,000.00	20,000
44	6.0 x 4.0m Shelter (assumed Landmark shelter)	1	No	15,000.00	15,000
45	PC Sum allowance to refurb existing toilet block including repainting, new fixtures, tiles, etc.		Item		40,000
				Subtotal Outbuildings & Covered Ways	**75,000**
XL	**Landscaping & Improvements**				
	Garden Beds				
46	Cultivate existing topsoil to garden beds	893	m2	1.50	1,340
47	Mulch to garden beds	893	m2	7.50	6,698
48	Plantings (assumed 1 x tubestock plants per m2)	893	No	5.00	4,465
49	Plantings (assumed 1 x 140mm plants per m2)	893	No	12.50	11,163
	Turf				
50	Ripped subgrade to 300mm depth	699	m2	1.50	1,049
51	Ameliorate and place 100mm site won topsoil	70	m3	65.00	4,550
52	New roll out instant turf	699	m2	20.00	13,980
	Trees				
53	New tree including staking and tieing (assumed 100L)	1	No	450.00	450
54	No allowance for pruning / making good existing trees (assumed undertaken by Council)		Note		Excl.
	Irrigation				
55	Drip irrigation to garden beds	893	m2	25.00	22,325
56	Pop up sprinkler irrigation to turf	699	m2	20.00	13,980
57	Allowance for modifications to existing irrigation controllers		Item		2,500
				Subtotal Landscaping & Improvements	**82,498**
FT	**External Fitments**				

Attachment 28

Chris Sale Consulting Pty Ltd | 17 The Parade Norwood SA 5067 | T (08) 8363 9954 | ABN 47 149 487 561 | www.csconsult.com.au

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
	Outdoor Seating				
58	Supply and install timber picnic setting	1	No	6,000.00	6,000
59	Take from storage and reinstall existing picnic setting	1	No	250.00	250
60	Allowance to relocate existing platform (small)		Item		500
	Play Equipment				
61	PC Sum allowance for tower slide (as advised by JPE 15.03.18)	1	No	30,000.00	30,000
62	PC Sum allowance for swing	1	No	5,000.00	5,000
63	PC Sum allowance for large log climbing frame	1	No	10,000.00	10,000
64	PC Sum allowance for climbing logs	1	No	5,000.00	5,000
65	Relocate existing emu / wombat art	3	No	350.00	1,050
	Sports Equipment				
66	PC Sum allowance for basket rings, tennis nets, posts, etc. to Mixed Sport Hard Court		Item		20,000
	Fitness Equipment				
67	PC Sum allowance for fitness equipment to Fitness Station		Item		10,000
	Other				
68	Reinstate existing electric BBQ	1	No	1,000.00	1,000
69	Allowance for sundry items including bins, bike racks, signage, etc.		Item		10,000
				Subtotal External Fitments	**98,800**
				Subtotal Landscape Works	**880,794**

SI **Site Infrastructure**

XK **External Stormwater Drainage**

70	Allowance for external stormwater drainage (assumed minimal - surface run off to landscaped areas)		Item		15,000
				Subtotal External Stormwater Drainage	**15,000**

XW **External Hydraulic Services**

Attachment 29

Duplicate

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
71	Allowance for taking from storage and reinstating existing water bubbler including all associated connections	1	No	2,500.00	2,500
				Subtotal External Hydraulic Services	**2,500**
XE	**External Electric Light & Power**				
72	Allowance for security only lighting (2 lights) to pathways (based on pro rata of Bestec services estimate - to be confirmed by Bestec)		Item		28,000
73	Allowance for electrical services connections as per Bestec services estimate received 28.03.18 (half of services estimate as Exeloo now below the line)		Item		5,000
74	Allowance for lighting to shelters		Item		10,000
				Subtotal External Electric Light & Power	**43,000**
				Subtotal Sub-Total	**1,014,538**
CT	**Design Development Contingency (5%)**				
CT	**Design Development Contingency (5%)**				
75	Allowance for design development contingency (5%)		Item		51,000
				Subtotal Design Development Contingency (5%)	**51,000**
				Subtotal Design Development Contingency (5%)	**51,000**
PR	**Builder's Preliminaries & Margin (7%)**				
PR	**Builder's Preliminaries & Margin (7%)**				
76	Allowance for builder's preliminaries and margin (7%)		Item		75,000
77	No allowance for traffic management - assumed included in builder's preliminaries		Note		Excl.
				Subtotal Builder's Preliminaries & Margin (7%)	**75,000**
				Subtotal Total Builder's Comparison Estimate	**1,140,538**
CT	**Construction Contingency (5%)**				
CT	**Construction Contingency (5%)**				
78	Allowance for construction contingency (5%)		Item		58,000
				Subtotal Construction Contingency (5%)	**58,000**
				Subtotal Construction Contingency (5%)	**58,000**
PR	**Professional Fees & Statutory Charges**				
PR	**Professional Fees & Statutory Charges**				

Attachment 30

Redacted

CHRIS SALE consulting

Elemental Report

Project:	George Whittle Reserve	**Building:**	Concept Estimate - Rev. 2
Project No:	181748	**Date:**	9th April 2018

Code	Description	Quantity	Unit	Rate	Total
79	No allowance for professional fees (as advised by JPE 15.03.18		Note		Excl.
80	Allowance for statutory charges including CITB levy (0.5%)		Item		6,000
81	Rounding		Item		462
				Subtotal Professional Fees & Statutory Charges	**6,462**
				Subtotal Professional Fees & Statutory Charges	**6,462**

AR **Artwork**

AR **Artwork**

82	PC Sum allowance for artwork		Item		10,000
				Subtotal Artwork	**10,000**
				Subtotal Total Project Cost (Excl. GST)	**1,215,000**

Attachment 31 Attachment

AGENDA ITEM NO.: **14.4**

TO: Council on 24 April 2018

DIRECTOR: Nathan Cunningham, Director Community and Planning

REPORT AUTHOR: Carolyn Ramsey, Manager Arts and Events
Grace Coy, Community Events Co-ordinator

SUBJECT: 2017-2018 Events Evaluation Report

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1. EXECUTIVE SUMMARY

The 2017-2018 community event season included three outdoor public events presented by City of Prospect including for the first time, **Prospect Spring Fair** at Broadview Oval, 2018 Tourrific Prospect and the annual **Twilight Sessions**.

The inaugural '**Prospect Spring Fair**' was held at Broadview Oval on Saturday 27 October 2017. After 39 years at St Helen's Park in March, Council endorsed that the 'Prospect Fair' (as it was previously called) be moved to a new location and held a different time of year. In 2017, this new format attracted 66 stallholders, 21 performances, 15 'come and try' activities, a classic car display, a car boot sale, 17 food and drink traders, 11 rides and attractions, 22 community groups, 18 small businesses, 10 sporting clubs and was supported by 18 Council volunteers.

The event attracted over 6,000 attendees across the 6-hour event (9.00am – 3.00pm); much higher than expected based on the previous crowd figures of 2,000 - 3,000 people at St Helen's Park. The 2017 event was very successful, exceeding all expectations for its first year. Perfect weather supported the 'great spring fair' atmosphere with new and old attractions, a great number of community groups participated by selling and promoting their services. Council staff and volunteers all worked together with a great sense of teamwork.

The '2018 **Tourrific Prospect** Street Party' was held on Monday 15 January 2018, 6.00pm – 11.00pm. In its 7th year, the event site shifted slightly south to between Azalea Street and Flora Terrace on Prospect Road. The event presented 4 entertainment stages, 2 DJ areas, 63 traders, 11 sponsors, 36 performers, a dedicated Kid's Zone, a curated market with 11 stalls, 2 live mural artworks (Muratti and V-Fit), 22 volunteers, as well as the annual Loopy Kids Ride with 210 registrations.

It is estimated that 18,000 people attended the event, a great turnout! The planning of the event was highly professional due to the combination of experienced staff, new faces and a professional consultant team all bringing new ideas and perspectives. Overall, feedback was generally positive with only a few complaints from businesses mostly due to unclear information, leading to some lessons learnt for future years. Overall, the event was seen as another great success with many comments along the lines of "the best event yet" being heard on the night and in the weeks following the event. Some strong social and print media interest also provided great support.

The '2018 **Twilight Sessions**', occurred every Friday night in February from 6:30pm; was renamed from 'Twilight Concerts' to refresh the event brand with the programming including contemporary acts to add energy and attract new audiences. The 23rd annual event presented 4 nights of live music and entertainment all in the very popular relaxed picnic atmosphere at the Prospect Memorial Gardens. New additions included DJs starting from 6pm, festoon lighting in the trees over the dance area in front of the stage, a MC to host each evening, select food trucks each week, new and expanded kid's activities, and a misting tent on days above 40 degrees. The event continues to be hugely popular with over 3,300 attendances across the four Fridays in February.

2. RECOMMENDATION

(1) Council having considered Item 14.4 2017-2018 City of Prospect Events Evaluation Report receive and note the report.

(2) That a 2019 Tourrific Prospect street party event be considered as part of the 2018-2019 Budget process.

(3) Subject to a budget allocation for Tourrific Prospect being endorsed for 2018-19, an updated Tourrific Prospect event plan be developed based on Council's current event objectives.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999*
- *Local Government (General) Regulations 2013*

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

Strategy 1.1	Know our community	The community is offered and engage with a range of Council presented events and activities
Strategy 1.2	Environmentally active, sustainably focused	Event team works with all event participants (community and stallholders) towards a zero waste approach at all events
Strategy 1.4	Celebrate our diverse and creative community	A diverse range of cultural programs and participation is included in all events presented Council

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

Strategy 3.2	A more vibrant night time	Events utilize the enjoyment and use of our buildings, parks and open spaces by the community

Intelligent Community Indicators

2. Knowledge Workforce	A labour force that creates economic value through its knowledge, skills and ability to use information effectively	Event Team works with Business and Innovation Department and local home based artists encouraging and incentivising participation that leads to sales and business and awareness.
3. Innovation	Intelligent Communities pursue innovation through a relationship between business, government and institutions (ie. universities).	Live Art – murals during events highlights Prospect as a creative and vibrant community. Working with Business and Innovation – working with local businesses on the benefits and opportunities of being involved in Council events. All Council presented events engage zero waste strategies. **Prospect Spring Fair** had a local advisory group and utilised a broad social media campaign for the first time. Social media as a marketing tool is active across all Council events.

4. REGIONAL IMPACT

City of Prospect events team works closely with neighbouring Councils (specifically Port Adelaide Enfield Council for the Spring Fair), as well as with performers, artists, sponsors, suppliers and businesses to draw crowds from across the inner and northern Council areas and from across the Eastern Region Alliance (ERA) region.

5. COMMUNITY INVOLVEMENT

A local advisory group was established for the inaugural **Prospect Spring Fair** at Broadview Oval and was formally consulted with on two occasions.

The team collaborated with Network Prospect to draw on local business ideas and engagement.

Local businesses, schools and service clubs are individually contacted by the events team regarding participation, promotion and sponsorship opportunities provided by Council events.

Council's Volunteer Coordinator recruits and retains event volunteers to work on our events in a number of roles in the lead up and on the day/ night or the events. Without their support our events would be more costly and more difficult to deliver.
Where relevant, the Prospect Art Action Network (PAAN) and City Wide Public Art Roundtable (CWPAR) members have opportunities to be involved in event activities such as presenting art/craft workshops.

All events presented by Council include broad and sector feedback and debrief sessions, in person and through Mail Chimp online surveys.

6. DISCUSSION

Events Overview - Information from the 2017/18 Event Season

This report presents information for the three key Council presented events:

- **2017 Prospect Spring Fair**
- **2018 Tourrific Prospect**
- **2018 Twilight Sessions**

The **Prospect Spring Fair** had been held at St Helen's Park in March for 39 years. On 25 October 2016, Elected Members endorsed moving the Fair to Broadview Oval and to a new date in Spring. Staff sought feedback from key stakeholders and regular stallholders in regards to how the Fair may move forward, respecting the past and creating new opportunities in future for the community in the north/eastern quadrant of the city.

Consultations and online research of other 'Fairs' informed the location, date, event design and plans for a brand new '**Prospect Spring Fair**' and resulted in reviving a great Prospect community event. On Saturday 28 October from 9.00am to 3.00pm, the inaugural **Prospect Spring Fair** was launched and showcased its location and many new attractions made possible through its move to the spacious grounds of Broadview Oval.

Tourrific Prospect, now in its 7th year, was held on Monday 15 January 2018, the official 'Rest Day' of the SANTOS Tour Down Under. This was the third year that Prospect had not hosted a 'Stage Start' and the first year not to have any race through our Council area. However, this didn't seem to effect attendance or interest from traders, media outlets or the community as our numbers grew by 9% from 2017.

The 2018 **Tourrific Prospect** event plans continued to apply the event objectives endorsed in 2016 of:

- PLACE - Put a spotlight on 'Brand' Prospect to showcase it to the world; where people champion Prospect as a vital place to be and invest
    - working with Network Prospect, attracting a huge online following and internationally by being the only event without a Stage included in the 2018 Santos Tour Down Under booklet and website

- PROSPERITY - Leverage the event to stimulate and sustain business activity and community benefit.
    - working with Network Prospect and local service groups, schools and local artist / makers who, as participants were able to generate sales and increased brand awareness with the 18,000 attendees
- PEOPLE - Create an inclusive, innovative, culturally diverse and entertaining celebration that is a resident and visitor attractor.
    - the event entrainment program was developed to be as culturally representative and inclusive as possible, including a Kaurna Welcome and smoking ceremony and Indigenous dance performances.

The **Twilight Sessions** (previously Twilight Concerts) have been held in Memorial Gardens since 1995. They are a well-known and much loved event for current and past Prospect residents, in the heart of Prospect every Friday in February. The format of packing a picnic and enjoying free entertainment from 6:30pm to 9:30pm each week has been retained, however the team have added some additional food and beverage options available at the site each week.

In 2018 the regular format was augmented by some new initiatives which included a henna tattooist, jewellery stand, mobile bar and food vans and a recycling stall presented by East Waste. Overall the new initiatives were well received and sales were good.

Registered as an Adelaide Fringe event in 2018, attendances were above average with 3,500 people across the four dates and particularly high on the last evening with over 1,200 people in attendance at the very popular Latin Party.

Event Management Structure

City of Prospect appointed a new Community Events Coordinator in August 2017 who was the main driver for the **Prospect Spring Fair** and **Twilight Sessions**. Council's Manager Arts & Events was the event lead on all events, plus contractors and volunteers who were involved and carried out roles as part of both the planning and implementation of Council events.

After a successful collaboration in 2017 as **Tourrific Prospect** event managers, South Australia based company Enventive were again contracted to assist our team to deliver the 2018 **Tourrific Prospect** event, overseeing logistics and trader/ stallholder liaison.

'Our Colourful Community' remained as the event theme and the 2018 event plan was informed by an internal review and feedback from staff, volunteers, SAPOL, Emergency Services, stallholders and Prospect Road traders.

Our events have for many years been supported and assisted by the Council's generous volunteers from our staff and from the wider community. In 2017/18 we had 18 community volunteers participate in the **Prospect Spring Fair**, 22 community volunteers support **Tourrific Prospect** and 2 community volunteers assist us with the **Twilight Sessions** each week.

Budget Summary

The budgets as endorsed by Council and actuals for each event are as follows:

Event Name	2017/18 Expenditure $		Favourable / (Unfavourable) $	2017/18 Income $		Favourable / (Unfavourable) $	Net result Fav/(Unfav) $
	Budget	Actual		Budget	Actual		
Prospect Spring Fair	66,095	66,838	(743)	7,500	7,411	(89)	(832)
Tourrific Prospect	252,800	221,172	31,628	60,000	46,096	(13,904)	17,724
Twilight Sessions	33,950	35,511	(1,561)	2,000	3,591	1591	30
Total ALL Events	$352,845	$323,521	$29,324	$69,500	$57,098	($12,402)	**$16,922**

Budget – Income and Sponsorship

The income for the **Twilight Sessions** was higher than budgeted due to a new strategy of including and charging market stalls, food vendors and a bar for a 'site' each week. This was done in consultation with the Prospect Blair Athol Lions Club to ensure their activity remained viable and a major fundraiser for their club.

2018 proved to be our most difficult year yet with regard to attracting sponsorship for **Tourrific Prospect**. Cash sponsorship of $25,500 (down from $40,200 in 2017) was secured and when combined with in-kind sponsorship of $7,000, total sponsorship achieved was $32,500. However, trader fees were up and generated additional income of $19,755, which was $9,755 above budget.

There is potential growth for sponsorship across all events due to additional skills within the events team to acquire sponsors earlier in the year and before the end of the financial year. This remains an annual challenge and is greatly influenced by broader economic conditions. A review has been undertaken of 2017/18 event sponsorships and a new approach to 2018/19 events sponsorship has been developed in anticipation of the 2018/19 event season (**Attachments 1-2**). With this new approach, the **Prospect Spring Fair**, **Tourrific Prospect** and **Twilight Sessions** have the potential to attract more and better quality sponsors who will value-add and benefit from our events in more ways than just financial.

Budget – Expenditure

Budget savings were sought for all events and the team worked hard on getting value for each dollar expended for **Tourrific Prospect** in direct response to the reduced sponsorship support. Good event management practices were employed across all events such as:

- utilisation of Council staff as opposed to contractors
- utilisation of Council volunteers where possible

- utilisation of Council's community bus and volunteer drivers as opposed to a private bus hire company – as in 2016, estimated hire savings of around $1000 per bus
- reducing security, traffic management and toilets as much as possible, without compromising safety and/ or patron comfort
- drawing on local business support and know how.

Keeping a close eye on budgets and activities saw expenditure across all events as delivered as budgeted or achieve near breakeven results. Across the season of events, the overall budget shows some savings.

The **Prospect Spring Fair** had some new costs due to it being a much larger event in a new location, specifically around increased infrastructure needs and promotion (through MIX102.3 radio promotion) to meet the expectations of the public and stakeholders. Our post event understanding of the needs of the Spring Fair will see a more accurate budget set for 2018.

Staffing and Volunteers

There were 18 volunteers at the **Prospect Spring Fair**, 22 at **Tourrific Prospect** and 2 at the **Twilight Sessions**. There were approximately five staff at the Spring Fair, 48 at **Tourrific Prospect** and 2-5 staff from the arts and events team helping at the **Twilight Sessions**. There were a total of 456 (all engagements) in volunteer hours and 368 in staff hours (event day only).

Volunteers continue to be an invaluable asset to the events team as they have the corporate knowledge and passion to be involved with the events. Staff do a great job at supporting the events team and increased interest in Council events is worth encouraging.

Traders and Stallholders

There were 66 stallholders at the Spring Fair, 63 at **Tourrific Prospect** and 4-5 each week at the **Twilight Sessions**. Trader feedback from all the events was generally positive. Fair traders were especially happy due to the marked increase in attendances and resulting sales. In 2018, a few Tourrific Traders expressed disappointment with their positioning (due to the new, southern orientated site), and increased competition with other, external traders at the event. The Twilights were very busy on the first and last weeks, and slightly reduced crowds in the middle two weeks (one largely affected by hot weather) effecting sales to some degree.

Results from the 2017 Spring Fair Stallholder Experience Survey, showed that 50% of stallholders said that their stall was consistently busy or 34% said they were mostly busy around lunchtime and 22% said they were busy in either the morning or the afternoon. 72% of stalls said that they sold more than expected and 95% said that the **Prospect Spring Fair** was value for money in terms of stallholder fees and also said that they would be likely to apply again in 2018.

Due to its great success, it is expected that interest in being involved with the Spring Fair will increase in 2018 and that filling additional stall sites will not be difficult; adding further activity and vibrancy (and choice) on the day.

In 2018, the **Tourrific Prospect** website was again refined to assist the accuracy of registration, availability of forms, information gathering and response times. The 2018 online Traders Guide provided support for traders to make the most of the Tourrific opportunity.

The team were able to create consistency in support and contact with the same Trader Liaison person engaged through Enventive and working with the Council's Business & Innovation team, sought local and new business relationships and involvement.

In addition to the process of direct, regular online communication through MailChimp, a Compulsory Trader Briefing was held on 9 January 2018 where Traders received all the event information, free electrical tagging and testing and tips and hints on how to best engage and promote their business using social media on the day and in the future. Interest in being a stallholder at 2018 **Tourrific Prospect** was consistent with previous years, demonstrating that the **Tourrific Prospect** event brand stands alone with or without a STDU stage start or route.

The trader survey results showed that 83% of traders said that they would be interested in being involved again with the event next year and 83% of traders made the sales they expected to make at the event. 75% of traders reported 'liking' and 'sharing' @TourrificProspect on social media. Half of traders surveyed, reported receiving $1,000 to $3,000 in sales on the night whilst the other half reported receiving $0 to $500.

The event scope of the 2018 **Twilight Sessions**, showed that we are at capacity in terms of stalls and unless the event grows in length, there is no community benefit on increasing number of stalls.

Marketing and Media

Marketing for the Spring Fair and Twilights was conducted internally. This was done through the Council Facebook page, Council website, Messenger City Fringe articles (**Attachments 3-5**) and print advertising including flyers, posters and corflute posters. Overall, there were 9,729 page views (8,694 unique page views) to the event pages on the website between 1 August 2017 and 1 April 2018.

Due to the challenge of promoting that the Spring Fair has a new location and the necessity for it to be a success from day one, increased marketing coverage and media investment was required. In the weeks leading up to the Fair, over 30 corflute signs were erected around the Council area, focusing on main roads and intersections. The team also tested radio media for the Fair for the first time and signed to Mix 102.3 for a two-week custom package radio campaign. In addition, the Council's customer service 'on hold' messaging was amended, large electronic signage was erected on Hampstead Road and Regency Road in the week leading up to the event and on the event day.

Audience feedback surveys identified that most people knew about the event due to street signage (61%), secondly via the council website or Facebook (41%) with a number of anecdotal remarks heard on the day from visitors who were stating that they heard about the event on the radio (some on the morning of the event) and immediately acted to attend.

Marketing and publicity for **Tourrific Prospect** was contracted through Newstyle Media (social media advertising) and Against the Grain (publicity). Newstyle Media were also responsible for social media in 2017, so there was corporate knowledge about what to expect from the event. A social media report by Newstyle Media is provided as **Attachments 6-15**.

Overall there was a total event reach of 295,963 (average 5,919 per day) across Facebook, Instagram and Twitter, which is 39.66% higher than in 2017. Total followers (as at January 24) was 3391, which is 12.9% higher than 2017. Video remained an effective type of content on Facebook, reaching 11,100 people and was watched for a total of 7,100 minutes.

Against the Grain Publicity was contracted in December to write and distribute two media releases and generate press for Tourrific, the main theme being a refreshed music program. Publicity generated 14 media appearances including 5 radio interviews, 3 print articles and 6 online articles. A media report by Against the Grain is provided as **Attachments 16-21**. Major television weather crosses also occurred from the event as has become common at previous Tourrific events.

In recognition of the success of previous **Tourrific Prospect** events, Council was registered as an Associated Event of the 2018 STDU, and as such was afforded some of the benefits of a Stage Start Host Council. This included being the only non-Stage Start associated event advertised in their 2018 STDU Program (print and web) which has a significant reach to anyone interested in the Tour Down Under.

Entertainment Program

The 2018 **Tourrific Prospect** entertainment program continued to support local artists and included local contemporary bands and DJs, attracting young people whilst at the same time charming the older generation. In 2018 new, quality programming was a main feature and focus in many of the social media and general media posts.

The **Prospect Spring Fair** audience feedback survey showed that the majority of people said that the best thing about the event was the 'atmosphere, variety and layout of the event' (51%), followed by 'family-friendly activities' (25%) and 'dog-friendly activities' (10%).

The inclusion of DJs and a guest MC at the **Twilight Sessions** gave the event an 'ease in' atmosphere on arrival, a more professional finish and the new bands suited the event well. In the future, scheduling and sound check requirements will be reviewed ahead of the event to allow enough time for band needs as often the sound checks ran late. This resulted in the evening program running behind.

In addition, Council created a Spotify playlist for the first time to support the music needs of both **Tourrific Prospect** and the **Twilight Sessions**. In the future, 'tagging' bands and performers will be more of a focus leading to generating and increasing 'likes' and 'comments' on social media content. Examples of social media promotion on Council's Facebook page are provided as **Attachments 22-25**.

Community Programs

The addition of the Community Stage at the 2017 **Prospect Spring Fair** separated the local community dance groups from the bands and musicians who performed on the Main Stage. This worked well as the Community Stage was designed to be

experienced at ground level, inviting and enabling attendees to get up close to the performers and join in. It was great to see adults and kids getting involved with many of the dance performances across the day. The Main Stage was designed and programmed so the community sit at tables with family and friends and enjoy the show from a distance, whilst consuming some of the great food and drink on available.

2018 **Tourrific Prospect** community focussed programs continue to be diverse and included a Kaurna Welcome by Uncle Lewis O'Brien, Smoking Ceremony and Indigenous Dance Group 'Tal-Kin-Jeri', Bollywood Dancers and Loopy Kids, now in its 7th consecutive year.

We held our first Vibrant Older Persons (VOP) program, where Council staff hosted six of our Commonwealth Home Support Program (CHSP) participants to a night out at Tourrific. The night consisted of them being picked up, dined at Cena Café and escorted throughout the event as they wished. At the end they were taken home safely and one man in an electric chair and his wife were assisted in attending with the support of taxis vouchers.

"My wife and I want to thank you all again for the wonderful time we had last night. It's very unbelievable that people would treat us so kindly." – VOP participant.

Community attendance at the event was also supported by community transport options. Volunteer bus drivers ran a shuttle bus service between Northpark Shopping Centre to a temporary bus stop opposite Coles on Prospect Road. In 2018, improved promotion and signage saw the community bus service having its best patronage numbers to date.

Loopy Kids returned to its original location in the Labrina Avenue / The Upside Carpark. Sponsorship by Blackfriars Priory School continued and 210 kids again rode the route, now straw bale lined. Feedback suggested that the route was perhaps a bit short for the over ten year olds but a big improvement on the previous year. This will be reviewed for 2019.

Waste Strategy

Adelaide Green Clean were the waste management contractors for **Tourrific Prospect** for the third year. The amount of bins was reduced in 2018, however there were additional volumes recorded. A Waste Report from Australian Clean Green is provided as **Attachments 26-29**.

The **Prospect Spring Fair** at Broadview Oval required more bins due to the larger site and increased participation by stallholders and attendees. A liquid waste disposal unit and skip bins proved to be an easy and efficient waste strategy for bulk liquids and cardboard. All stallholders were encouraged and supported (bulk purchase discounts) to use biodegradable or compostable packaging which saw the amount of general waste from the event kept to a minimum.

At the **Twilight Sessions**, SUEZ was engaged for the first time as bin providers, as we did not need the extra services (cost) provided by Adelaide Green Clean. The number of bins ordered will be reviewed for future events as the amount of waste at the Twilights is minimal as most people take their waste home with them.

Smoke and Dog Free

The 2017 Spring Fair was our first official and publically promoted 'dog friendly' event. The proximity to the Broadview dog park, the inclusion of onsite dog microchipping and the larger, more open event area, gave dogs and their owners greater room to move around and enjoy the day. This was a clear highlight of the event and the addition of dogs was enjoyed by a great number of attendees.

2018 **Tourrific Prospect** as a street based event remains 'dog free'. This condition is promoted in advance on all our publicity as well as monitored on the night by security.

All Council events are Smoke Free and are promoted and signposted as such across each site in the lead up and on the day of the events.

VIP Events

On the night of **Tourrific Prospect**, the VIP Reception was held outside on the corner of Prospect Road and Rose Street, next to the new Palace Nova cinema complex, near the Main Stage and adjacent to the Loopy Kids Event.

The reception for 120 guests was hosted by the Mayor and under bright umbrellas, however more are required next time. The VIP event provided excellent opportunities for introductions, networking and discussions between Council supporters and business leaders, Elected Members and members of the Executive Leadership Team.

The VIP event was designed to not only to show our appreciation, but is strategically important for Council's past and future relationship with our many sponsors, local businesses and federal, state and local government stakeholders. The event was accompanied by fine beverages from our hospitality sponsors, Brew Boys, Claymore Wines (Prospect) with food by New Nordic.

The open air site worked well, and as it was located in the heart of the event it maximised engagement opportunities. It is suggested that in the future we extend the event by half an hour to 1.5 hours and that we ensure the liquor license starts 15 minutes prior to the event to assist with any early arrivals.

Attendances

The **Prospect Spring Fair** attendances were higher than ever recorded in its 40-year history. Although there was no formal recording of numbers, attendance was estimated between 5,000-7,000 people, which at around 6000 is double the number of people than the previous record at St Helens Park.

The main demographic of the audience were young families. New to the event were dogs being allowed on-site (on leash). More than 100 dogs were noticed across the day which added a great family feel to the event. Volunteers conducted audience feedback surveys with most people indicating that they stayed between 1-2 hours (59%), 2-4 hours (31%) and 4-6 hours (10%).

Further, 54% of people who participated in the survey were from the Prospect Council area and 24% were from other areas of Adelaide. For most people it was their first time at the Fair (55%) compared to those who had been to the Prospect Fair (45%). 50% of people were in either a couple or group of four, followed by groups of four to

six (23%). Survey results from the 2017 **Prospect Spring Fair** are provided as **Attachments 30-40**.

Tourrific Prospect attendances were also up on previous years due to the perfect weather during that day that extended well into the evening, as well as some excitement around the revised layout and the recent opening of the cinema complex.

Official attendance counters at all points of access, and representatives from the Office of the Liquor and Gambling Commission assessed that approximately 18,000 people attended the event on 15 January 2018 between 6pm and 11pm, a 9% increase on last year. This number is very encouraging and it was mentioned from various sources that the density of crowds at around 9pm were the strongest in memory.

In addition, four (4) mobile ATMs saw 572 transactions and $42,900 dispensed with an average of $75 per withdrawal. There are three other ATM's within the event site that were heavily used all evening and over 60 traders or businesses had cashless/EFTPOS facilities.

Representatives from SAPOL, AGC Security and the Office of the Liquor and Gambling Commission resolutely noted that the 2018 **Tourrific Prospect** lived up to its reputation as delivering an event committed to the local and visiting community, inclusive of all ages and extremely 'family friendly'.

Numbers for the **Twilight Sessions** were consistent to previous years, however at the fourth event, various comments and observations were made that numbers were the highest they had ever been. The food trucks reportedly made between $500-$1000 per evening. The demographic for this event was mostly young families and also a large portion of older people ranging from 50-70 years. The majority of attendees were local, with some travelling from as far as Clare to get to the event each week.

Evaluation

Feedback and debrief sessions were held with volunteers and staff from across the organisation for both the **Prospect Spring Fair** and **Tourrific Prospect**, focusing on what worked, what could be done better, lessons learnt and recommendations for future events.

Feedback received from Elected Members at the 25 January 2018 meeting was very positive, specifically staff were complimented on the 2018 Loopy Kids ride, utilisation of hay bales and the diverse music program.

In 2017 it was raised that we consider a strategy to alleviate extreme/ hot weather issues and an expectation of cash being readily available on the street. This saw us install a misting area / arch and extra ATM machines in 2018. In addition, staff from Council's Business and Innovation team worked with stallholders to assist them with cashless payment options.

Debrief sessions with SAPOL and Emergency Services were held for both the Fair and Tourrific and they reported that there were no event-related incidents and that again, we delivered a safe and well organised event, including a considered response to the Crowded Places Strategy – Protecting Crowded Places from Terrorism and Hostile Vehicle Mitigation (we had cars parks across the north and south entry points as well as cars or trader 'caravans' at all side entrances).

SAPOL and Emergency Services commented that the 2018 Event Management and Emergency Response Plans were excellent, making their job easier.

Information from all sources has been collated and compiled into a broad evaluation document highlighting recommendations and improvements if Council agrees to hold an event similar in size and scope in 2019. Information and feedback from all sources informs the future planning for all Council events.

Financial and Resource Implications

The annual **Prospect Spring Fair** and **Twilight Sessions** are recurring budget items and since 2012, **Tourrific Prospect** has been a budget bid as part of the Annual Budget process.

The **Prospect Spring Fair** and **Twilight Sessions** are delivered in-house with the assistant of internal staff and subject matter experts (volunteers, planning, communications, traffic etc). Due to its size and complexity, **Tourrific Prospect**'s budget includes the engagement of external event logistics, public relations and marketing specialists. Earlier in this report the budget and expenditure was outlined for all of the Council-led major events across the events season.

7. CONCLUDING STATEMENTS

City of Prospect has an enduring reputation for presenting great community and culturally inclusive events.

Information from all sources has been collected and archived. This report draws on that collated information and is compiled into this broad evaluation document, highlighting recommendations and improvements for future events, including **Tourrific Prospect** if Council endorses an event similar in size and scope in 2019.

Information and feedback from all sources continues to inform the future planning for Council events across the range of sizes and complexities.

ATTACHMENTS

Attachments 1-2:	Approach to Sponsorship 2018/19
Attachments 3-5:	City Fringe Messenger articles
Attachments 6-15:	Social Media Report - Newstyle Media
Attachments 16-21:	Publicity Report - Against the Grain
Attachments 22-25:	Council Facebook Activity
Attachments 26-29:	Waste Report – Australian Clean Green
Attachments 30-40:	2017 Prospect Spring Fair Feedback

Approach to Events Sponsorship 2018/2019

AIM

City of Prospect aims to establish a sponsorship plan for the 2018/19 event season, which incorporates the Prospect Spring Fair, Tourrific Prospect and Twilight Sessions. Other events may be incorporated on an individual basis ie. the Blues and Roots Festival, Prospect Gallery, or Vibes on Vine Street for example.

OBJECTIVES

OBJECTIVE	METHODOLOGY	MEASUREMENT TOOLS
Engage local and external businesses and offer opportunities through events	A 'Sponsorship Database' is established	More than 50% of sponsors are local businesses Large sponsors (higher than $10K) are acquired
Integrate the Arts and Events department programs to create new and extend meaningful opportunities for prospective sponsors	Collaborate ideas with other team members Offer a range of sponsorship opportunities across the department/council in future	Engage new and existing sponsors through targeted proposals ie. art-lover sponsors who sponsor gallery and community events
Ensure there are resources for all departments and staff to use when in contact with a potential sponsor ie. customer service, economic development, Mayor, communications etc	Create a demographics and opportunities document 'Partner with Us' brochure Available at customer service, gallery, library and at events year-round	Receive enquiries from outside sources through this document
Ensure consistency with sponsors, benefits and cost of servicing	Establish an 'Assets & Benefits Matrix' (Budget) A 'Sponsorship Proposal Template' is established A 'Cost of Servicing' spreadsheet created for each event/activation	Cost of servicing sponsors does not exceed sponsorship contribution Sponsors are being acquired at a higher amount than expected because of the high quality proposals to them
Aim to make long-term, quality partnerships with suitable businesses	Potential sponsors and current sponsors invited to 'Thank You Event' in May Offer more than one-off event partnerships ie. exclusivity across entire event season or Gallery and Events over two years	Prospective sponsors met with before end of financial year (June 30 2018) At least 20 sponsors attend thank you event Aim for 50% retention of current sponsors
Ensure sponsors are met with and receive deliverables, as per the sponsor agreement, within a timely manner	Create a sponsorship timeline	Deadlines met where possible
Achieve 2018/19 sponsor budget target	2018/19 sponsor strategy (this document)	2018/19 sponsor budget targets met for each event
Evaluate strategy	Measure outcomes	Adjust strategy if required

Attachment

PROPOSED SPONSORSHIP TIMELINE

MONTH	ACTIONS/ADMINISTRATION	EVENTS/DEADLINES
2018 April	Establish strategy and supporting documents (ongoing) Meet with prospective and existing sponsors	(ongoing) Prospect Gallery Exhibition Openings
2018 May		Thank You Event – Thurs 10
2018 June	Major sponsors confirmed (verbally)	EOFY – Sat 30
2018 July		
2018 August	All sponsors for Prospect Spring Fair confirmed	Stallholder applications open
2018 September		
2018 October		Prospect Spring Fair – Sat 28
2018 November	All sponsors for Tourrific confirmed	
2018 December	All sponsors for Twilight Sessions confirmed	Sun 9 Dec – 20th Prospect Community Show
2019 January		Tourrific Prospect - TBC
2019 February		Twilight Sessions – every Fri
2019 March		
2019 April		
2019 May		Sponsor Thank You Event
2019 June		EOFY – Sun 30

Attachment

Dancers Kelly Barrett, Regan Gardner, Rebecca Marino and Funny Meeuws will perform at the Prospect Fair. Picture: AAP/Keryn Stevens

Fair springing into action at new home

EUGENE BOISVERT

PROSPECT'S Spring Fair will be held at Broadview Oval for the first time in its 40-year history this Saturday.

It is also the first time the fair will be held in spring – previously it was just known as the Prospect Fair and held in autumn.

Prospect Mayor David O'Loughlin said moving the fair from its traditional home in St Helen's Park was "controversial".

"Some residents have questioned why we've broken with tradition and couldn't have celebrated the 40-year anniversary at the original fair site," Mr O'Loughlin said.

"My response is that it was time we provided a major event in the east of our city at Broadview Oval.

"So, as a community, we're marking the 40th year in a brand new location that will allow dogs, sporting activities, car shows and car boot sales, as well as all the usual fabulous fare.

"I think it will be a big win for everyone, especially when we can encourage residents to bring their dogs along with them this year."

The fair will include live music, giant versions of Jenga, Connect Four and noughts and crosses and come-and-try sessions for sports and dancing.

Dancers from College Park studio Belly Dance Arabesque will perform two half-hour sets.

Studio Owner Regan Gardner said it was exciting to bring belly dancing to Broadview.

"It's a lot of fun, it's got movement, it's low impact and it's social as well," Mrs Gardner said.

There will also be a market, petting zoo, Punch and Judy show and other children's entertainment.

The fair is on from 9am to 3pm at Broadview Oval, Poltawa Tce. Entry is free.

THE CITY and Fringe

FREE JANUARY 10, 2018

GEAR UP

The TDU turns 20 – and we're ready to party

Pages 4&5

Taste of Paris

We take a look at Adelaide's new French festival

What's on

A pick of the best events in your neighbourhood

Attachment

It is a fabulous family event that attracts a huge crowd every year. And it is the only Tour Down Under event on the Monday night.

PROSPECT MAYOR DAVID O'LOUGHLIN

Shelley Spiker, Mark Doe, Maria Carpentieri, Mayor David O'Loughlin, Aldeenand and Christopher McWhirter-Whitlock are gearing up for the Tourffic Prospect Street Party. Photos: AAP/Roy VanDerVegt

Street party to help celebrate the tour

DAN JERVIS-BARDY

AFRICAN drummers, food trucks and circus performers – Prospect will be put in a spin next week as Tour Down Under fever hits the inner north.

Up to 20,000 people are expected to fill the heart of Prospect Rd for Touriffic Prospect from 6pm-11pm on Monday.

The street party – which is held annually to coincide with the TDU – will feature an eclectic lineup of local and international musicians, including African drummer Bortier Okoe.

Adults will be able to relax with a pint of craft beer or glass of wine, while children can emulate their cycling heroes by doing a lap of a street bike course.

There will be performers on unicycles, live street art and a roller derby demonstration along the event space, which has been expanded this year to incorporate the new Palace Nova Prospect cinema complex.

Prospect Mayor David O'Loughlin says the free event will offer "something for everyone".

"It is a fabulous family event that attracts a huge crowd every year," Mr O'Loughlin says.

"And it is the only Tour Down Under event on the Monday night."

Social Media Report

Enventive // Prospect Council // Tourrific Prospect

February 2018

Commencing: 4 December 2017 – 24 January 2018 (7 weeks and 1 day // 50 days)
Event: Monday 15th January 2017. **Weather:** 27 degrees

Campaigns: Colourful Quotes // Facebook Page Cover (**video – 28 seconds**) Tourrific Prospect Date Launch (**video**) // Tourrific Prospect Facebook Event (**video**) // Loopy Kids (**video**) // Love To Colour // Tourrific Sponsors // Tourrific Traders // Chalk Art (**video**) // Tourrific Entertainment & Artists // FAQs // Facebook Live (**video**) at Event with Major // Thank You Video

Business Goals:

- Find the 'right' audience online - *successful*
- Align with major stakeholders and sponsors – *traders appeared more response and social savvy this event*
- Secure the event as a major event in South Australia – *reach phenomenal success over a shorter period of time*
- Raise awareness – *increase in attendance recorded at 18,000*
- Significant engagement online – *via listening and engaging online – increase in number of shares, likes, retweets, mentions and use of branded hashtags*

Advertising Spend: $270AUD (Facebook / Instagram)

Total number of scheduled posts over entire campaign: 269 – average 5.1 / day
Total videos produced: 5 videos Including Facebook 30 second cover) + 1 provided from Chalk Art
*Figure **does not** include daily monitoring, sharing and commenting/tweeting.

Key Campaign Observations:

TOTAL EVENT REACH: 295,963 (average 5,919 per day) **(+39.66%)**
TOTAL FOLLOWERS (at 24 January): 3391 **(+12.9%)**
REAL-TIME EVENT REACH on FACEBOOK / INSTAGRAM / TWITTERC: 56,663 (-8.5% on 2017)

- Facebook was the dominant social channel in driving event reach and engagement actions of 10,007.
- Instagram was our fastest growing channel, Twitter increased reach by 149% on 2017 event.
- Total Video Reach **11,100 and 7,100 minutes watched (new metric)**.
- Our Facebook Event was our landing page for Facebook page posts, Instagram and Twitter.

Attachment

Facebook Branded Page + Event Page:

Start Fan Base	Final Fan Base	Total Reach
1,341	**1,816 (+15.4%)**	211,710
Event Views	**Event Responses**	**Total Event Reach**
5,850	**2,383**	**92,920 (+51% on 2017)**
Video Reach	Total Views	Video Minutes Viewed*
11,100	**9,748**	**7,124**

- Facebook saw +15% growth over the campaign, gaining 243 followers, reaching over 211,710 people.
    - Of this reach, 102,253 was organic (unpaid) and 16,537 was paid.
- Our FACEBOOK EVENT PAGE saw a 51% increase in reach on 2017.
    - Followers of the event page list receive 100% of posts / notifications.
    - We scheduled more posts into the Event page in 2018 with entertainment and traders information / content more forthcoming.
- According to Facebook, we held 6th position on the list of similar pages to watch, following King William Road, Hyde Park that sits at 5th. We effectively held our position, based on the previous event.

Video Statistics (*New engagement metric POST CLICKS*):

Video	Total Views	Post Clicks	Paid
Facebook Cover	747	857	No
TP 2017 Night	1977	346	Yes
Loopy Kids	4117	330	Yes
Chalk Art	1808	197	Yes
FB LIVE: Event – Mayor	715	169	No
Thank You – TP 2017	384	1,556	No
TOTAL	**9,748**	**1,899**	**5.14 CTR**

Attachment

OBSERVATIONS

- We applied our 2017 recommendation to reduce the management of Tourrific Prospect social channels by approximately 4 weeks. We commenced social sharing from the first week of December. This had little effect on reach, **in fact,** we had higher than average reach per day over the shorter period.

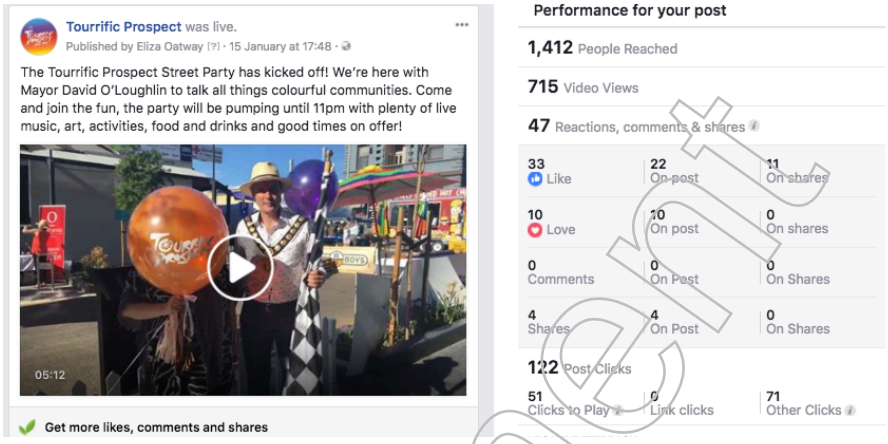
- Best time for our fans to "comment" was 7pm and 8pm any day of the week.
- Best time for "traders, sponsors and publishers" mentions was 11am – 12 noon week days.
    - We appreciate top mentions from Network Prospect, BSide Magazine and Fritz Magazine

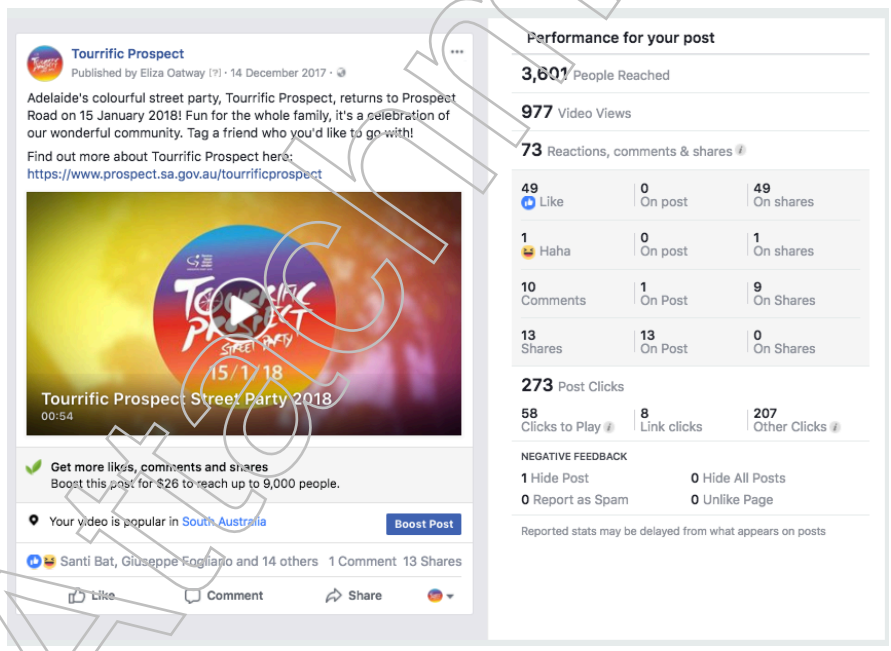
- **Our stall and trader's internal presentation night (9th January) saw a significant increase in engagement that can be contributed to this presentation and the social media cheat sheet shared for a second time following this night.**

Attachment

- **Video remained an effective content on Facebook:**

  - Our videos were promoted with minimal spend, to maximize reach and engagement.
  - Facebook videos work best when natively uploaded (manually uploaded) until at least 50-100 organic clicks then boosting with a minimum of $20-$100 budget.
  - **Live video** will be crucial to next year's event *with new changes to Facebook algorithms at 1/2/18.*

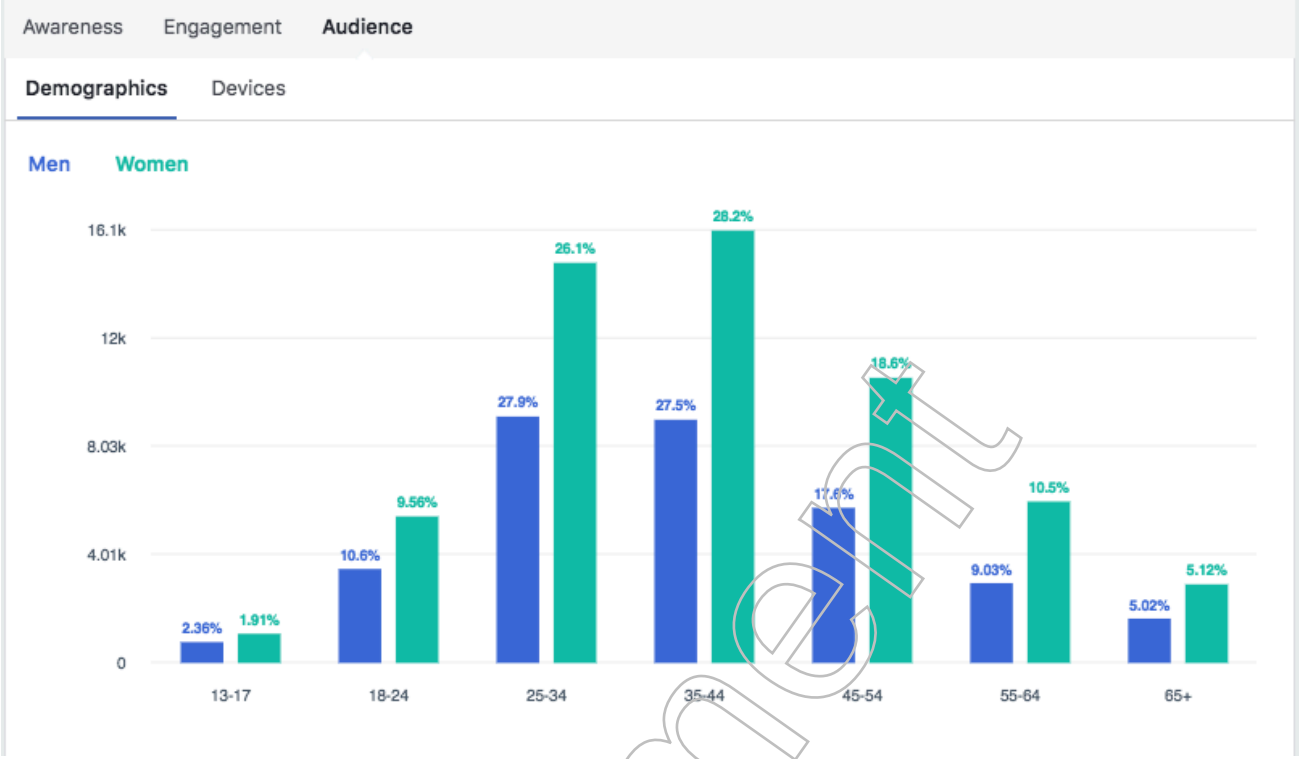




- <u>New to Facebook event pages:</u> You can duplicate an event page with the existing audience attached, meaning you can duplicate the 2018 event for 2019 with already a base audience. *We will see if this will still apply with new changes to Facebook algorithms at 1/2/18.*

Attachment

- Our Facebook Event demographics – supporting a “FAMILY” event:



Instagram:

#TourrifcProspect #ColourfulProspect #CityofProspect #veryprospect #explore #Communities #Colourful #ColourMakesMeSmile #colour #favouriteplaces #Streetparty #TDU2017 #art #adelaide #prospect #southaustralia #whatsonadelaide #networkprospect

Start Fan Base	Final Fan Base	Final Post Reach
113	319	9,459

- Instagram was our fastest growing channel with an increase of 54% follower growth.
- Our traction on each post continued to increase throughout the campaign.
  - Our launch and Its party times posts were highly engaging.
  - @leah.grant announcement had 43 engagement metrics.
  - Cool Chalk had a high engagement had 40 engagement metrics.

Attachment

OBSERVATIONS

- Our Instagram followers are 65% women and 36% men – typical of this channel.
- Monday was our most popular day, skewed by real-time event using the branded hashtag #tourrificprospect #prospect.
- We ran a slider image (See below) post that created high engagement.

Note: *Watch this channel as Facebook roles out new newsfeed algorithms Instagram is a growing force.*

471 impressions, 321 reach, 4 profile visits from image, 55 likes

Twitter: @Tourrific Prospect

Start Fan Base	Final Fan Base	Final Post Impressions
1,230	1,256	74,794 (149% on 2017)

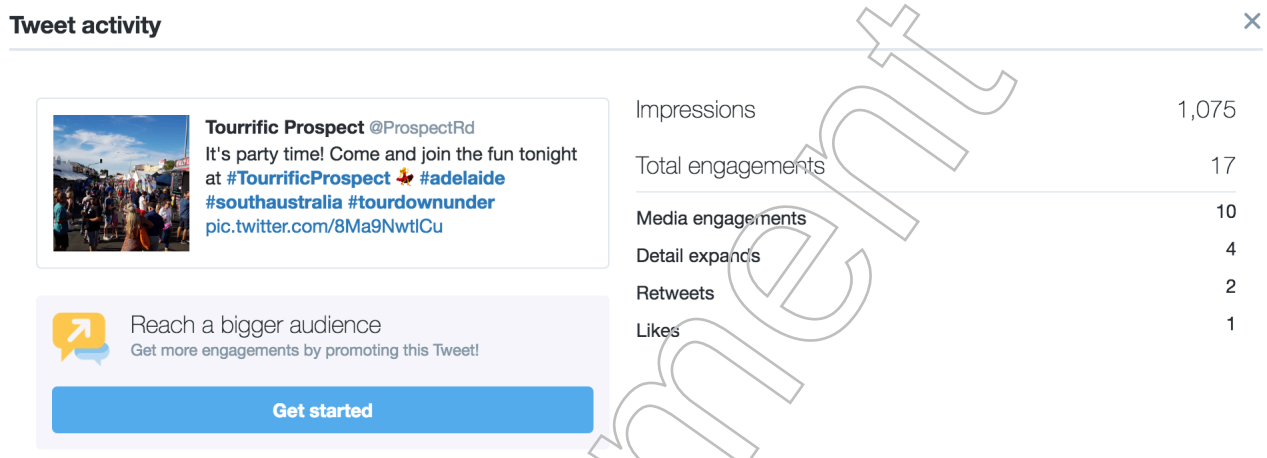
- The final post impressions (REACH) was 74,794 up 149% on last year. ***Twitter is seeing a reconnaissance with an increase to 280 characters and disgruntled Facebook users.***
- Although vanity metric number of followers on Twitter only slightly increased throughout the campaigns, it's important to note, Twitter is about increasing awareness and pushing the message out to alternate outlets, such as media rather than the public.

Attachment

OBSERVATIONS

- Of our followers, most are interested in 'Business & News' and speak English. It is quite evenly split between male 49% and female 51% aged 25-34 years.
- Throughout December and January, the TP twitter page had 504 profile visits –that is people actually sort out our profile as a source of content. This is the highest figure we have seen across over a dozen clients some of those being tourism accounts.

Note: *Watch this channel as the addition of 280 characters in an individual post and video viewed in newsfeeds rather than being taken off the channel - Twitter is another growing force.*



15th January 2018

Engagement Event:

- During the Tourrific Prospect Street Party, we engaged real-time and posted images and comments during the night and following effecting our organic reach across all channels.

REAL-TIME EVENT REACH on FACEBOOK / INSTAGRAM / TWITTER:

56,663

- **Facebook reach was 16,000 and 15,000 on the day before and day of event totaling 31,000 – 54% of the total reach for the event.**
- We are social, people engage with events.
- We also received some 18 reviews posted during and after the event. *Not including the person who wanted hot doughnuts twice on our event page.*
- **Branded hashtag use was up 87% on 2017.**

Attachment

- On Twitter, we saw a number of businesses such as Fritz Mag and Tim Noonan - Weather man from Channel 7 post during the event. There were also **around 65 people who actively engaged using our hashtags.**
- Instagram had **86 people use our branded hashtags** or tag our account on photos during the event. This excludes people who may have used the tags but had their accounts on private as this restricts who can see them.

Thank you for this opportunity to be part of the best street parties in Adelaide.
Well done, team.

Newstyle Media (Eventive) Social Team:
Account Director: Vanessa Dingle // 0421 466 938 // vanessa.dingle@newstylemedia.com.au
Account Coordinator: Eliza Oatway // eliza.oatway@newstylemedia.com.au

Attachment

Important Notation for 2019 event social activation – more of a watch this space!

1st February 2018. Facebook Changes.

Social media, especially Facebook, has become a central part of the marketing mix for businesses in Australia.

However, on **12 January** Facebook's CEO Mark Zuckerberg announced "a major change to how we build Facebook" to help users have "more meaningful social interactions."

This change is being termed "Commentary Engagement Ranking", and as Facebook roll out these changes from the **1 February**, business, brand and news pages will see major changes in reach and engagement on posts, including video.

- All facebook features will eventually – "groups and events" - will be affected however we are uncertain to what extent at this stage.

- All facebook products will eventually be affected – Instagram, Messenger and Watch.

While it's not yet known just how significant the drop in organic reach will be for pages, we are advising:

1. Create Facebook posts that help drive 'meaningful interactions / commentary'. That is, posts that promote conversation between Facebook users and their friends.
    - Scale back frequency. Never has the cliché quality over quantity been so relevant.
    - Mobilise your employees to comment on your page.

2. Do not ask people to comment / share or tag on your posts – "engagement bait".
    - Your post will be deprioritised in newsfeeds for doing this.

Attachment

3. Consider an interim **SEE FIRST** campaign. Ask your current followers to apply the see first.
    - Individuals have a maximum of 30 See Firsts. This is not a guarantee fix.

4. Consider a paid strategy – this does not apply to just boosting posts from your current newsfeed. This means considering a Facebook Advertising Strategy.
    - The effect on ranking from boosting posts is still uncertain.

5. Encourage your customers to post / review / mention your business page.
    - With Facebook set to prioritise content from friends and family you should focus more of your efforts on encouraging your customers to share their experience on their own social channels.

6. **Trial live video.**
    - Facebook has singled out live video on the platform as a format that will drive conversation and, in turn, newsfeed distribution.

7. Review commentary on your current Facebook Content. Stop posting content if there is no commentary engagement, start doing more content that had commentary engagement.

8. Once you have applied changes, and your posts are not being seen don't just continue doing what you've always been doing.
    - Consider what we are terming "courtesy posting" filling the page with current information. Your business should still be on Facebook but look to other channels for delivering your business goals that contribute to your bottom line.

Attachment

AGAINST THE GRAIN
PUBLICITY

MEDIA REPORT FOR

Attachment

CONTACT

Leigh McGrane *– ATG Director*
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AGAINST THE GRAIN PUBLICITY

TOURRIFIC PROSPECT STREET PARTY MEDIA REPORT

5AA Afternoons

David O'Loughlin – Friday January 12

ABC Adelaide

David O'Loughlin – Thursday January 11

The City Fringe

Wednesday January 10 – Front Cover
https://www.dropbox.com/s/zcea0l3i2nf37xv/City%20FRringe%20Cover.png?dl=0

Wednesday January 10 – Page 5
https://www.dropbox.com/s/6einutrpu1pkr6l/City%20Fringe%20Page%205.png?dl=0

Advertiser

Wednesday January 10 – Page 6
https://www.dropbox.com/s/99quozrw6ny16sm/Tiser%20Jan%2010.pdf?dl=0

Glam Adelaide

Event announcement piece
http://www.glamadelaide.com.au/main/touriffic-prospect-street-party-returns-for-2018/

The Music

Ran announcement piece highlight music program
http://themusic.com.au/news/all/2017/12/11/adelaide's-tourrific-prospect-street-party-confirms-2018-details/

Radio Adelaide

Emily Davis – Wednesday January 10
http://radioadelaide.org.au/2018/01/10/tourrific-street-party-emily-davis/

David O'Loughlin – Thursday January 11
http://radioadelaide.org.au/program/breakfast-on-radio-adelaide/2018-01-11

Leah Grant - Monday January 15
http://radioadelaide.org.au/program/breakfast-on-radio-adelaide/2018-01-15

Play & Go Adelaide

https://playandgo.com.au/index.php/tourrific-prospect-kids-go-loopy-ride-tour-15-jan-2018/

This Is Radelaide

General Event Piece
http://www.thisisradelaide.com.au/rad-life/2018/1/11/ride-on-in-the-2018-touriffic-prospect-street-party

Attachment

Adelaide Mums Groups

What's on listing
https://adelaidemumsgroup.com.au/tourrific-prospect-street-party-2018/

Fritz Magazine

Online listing
https://www.fritzmag.com.au/top-eight-events-in-adelaide-10-january/

TOURRIFIC PROSPECT STREET PARTY RETURNS IN 2018

ONE AMAZING NIGHT FILLED WITH GREAT MUSIC, FOOD AND ENTERTAINMENT.

On Monday 15th January from 6 - 11pm the Tourrific Prospect Street Party will once again immerse Prospect Road in a colourful celebration of music, twilight shopping and entertainment.

Within its newly envisioned location, extending from Prospect Town Hall past the new Palace Nova cinema complex to Meze Mazi, the Tourrific Street Party tradition continues as local, national and international guests enjoy Prospect's diverse, creative and colourful community, extending the energy and excitement that is the Santos Tour Down Under.

There will be music coming from every nook and cranny of Tourrific, as some of South Australia's most renowned musicians will have everyone dancing the night away, including the nationally acclaimed digital soundscape producer, **Oisima (DJ Set)**, African drumming sensation **Bortier Okoe**, roots and reggae styling's from **Local Revolution**, and urban harmonies from **AC5.**

For those looking for a more laidback and relaxing mood, why not chill-out on the astroturf and beanbags on Kintore Avenue while soaking up the musical talents of Adelaide's leading singer-songwriters **Hana Brenecki & Mark Curtis, Alana Jagt**, Aaron Thomas, Atlantic Street Band and **Emily Davis**. Club 5082 will rock the Prospect Town Hall with Green Day cover band **Basketcase**, and if you prefer a more hip and retro atmosphere, Fortune Cookie DJs, DJ Twon and Ruby Chew, will present soulful world music and nostalgic classics as you browse the bespoke market stalls or enjoy a bite to eat from one of the many food traders.

Hosted under the cool canopy of Vine Street Plaza, **The Vine Street Market** will host over twelve market stalls selling original wares from leading creatives with a myriad of home-wares, fashion, lifestyle, artworks, and jewellery, all best enjoyed while sampling the best local craft beer from Prospect's own **Brew Boys**.

As you wander the length of the Prospect Road you'll discover that Tourrific Street Party is for everyone, with cops on unicycles, kids' bubble show, a Roller Derby demonstration and live street art from **Leah Grant** and **Sarah Boese.** Grown-ups will savour the arrangement of refreshments and food on offer from Prospect traders, while teens and kids will be happily accosted by Fringe-style street performers of all shapes and sizes or jump on their bikes with **Loopy Kids** and emulate their cycling heroes as they race around the Tourrific street bike course.

TOURRIFIC PROSPECT STREET PARTY

January 15, Prospect Road, Prospect

prospect.sa.gov.au/tourrificprospect & facebook.com/TourrificProspect

TOURRIFIC STREET PARTY

In 2012, Tourrific Prospect began with City of Prospect being invited to be part of our hemisphere's premier bike race, the Santos Tour Down Under (STDU). Now in its seventh year, Tourrific holds its hold as an Associated Event of the STDU – Australia's greatest cycling race, and in 2018 the only STDU Race Rest Day Event.

For media requests: leigh@atgpublicity.com.au - 0438 699 795

Attachment

TOURRIFIC PROSPECT STREET PARTY ROLLING TO A DIFFERENT TUNE IN 2018.

On Monday 15th January from 6 - 11pm the Tourrific Prospect Street Party will once again immerse Prospect Road in a colourful celebration of music, twilight shopping and entertainment.

In today's exciting announcement Monday's event will be opened with a special live-demonstration from Prospect's own professional Roller Derby League, **The Murder City Roller Girls**.

Opening the main stage activities following the conclusion of the Loopy Kids bicycle races, The Murder City Roller Girls will skate in front of the main stage and get the party started with drills and roller-skating feats, offering the perfect opportunity for young and old to meet their local Roller Derby stars and pick up a few tips from the best in the business.

Adding further vibrancy and colour to the street party, local artists Leah Grant and Sarah Boese will produce two live art installations during the 2018 Tourrific Prospect Street Party. Designed to reflect the unique and diverse community that calls Prospect home, Leah will use her abstract and cheerful style to brighten Myrtle Street and transform the purple wall into a botanically themed artwork for all to enjoy. Sarah will paint the wall behind the Street Stage, utilizing symbolism of three animals, a turtle, horse, and monkey, she will offer a unique take on the personalities of Prospect, expressing the community's strength, patience and playfulness.

There will be music coming from every corner of the Tourrific Street Party, as some of South Australia's most renowned musicians will have everyone dancing the night away – a program boosted today with the inclusion of Adelaide's six-piece pop-rock group **Neon Tetra**, who have supported the likes of *Belligerents*, *Ecca Vandal*, *Miami Horror* and have recently returned home after a highly successful national tour.

For those looking to discover something delicious, Tourrific has you covered, with delightful Thai from **Pun Thai Restaurant**, while **The Upside** will be serving up their selection of café style foods, there'll be gourmet pizza from **Melt,** tailored Mediterranean BBQ from **Baba:Q** and so much more. Those looking to wet their whistle will be offered a selection of beverages from Prospect's own craft brewery **Brew Boys**, bubble tea from **Bubble Bus Bubble Tea** and a collection of other fantastic varieties from **23rd Street Distillery**, **Vickers Gin** and **Beresford Wines**.

The new revised 2018 Tourrific event site is set to showcase everything that is great about Prospect as it extends from Prospect Town Hall past the new Palace Nova cinema complex to Meze Mazi. The Tourrific Street Party tradition of presenting things you expect with a bit of the unexpected thrown in continues as local, national and international guests get together to enjoy Prospect's diverse, creative and colourful community.

Attachment

The Tourrific Prospect Street Party wouldn't be possible without the continued support of all its patrons, including key major sponsors **First National Real Estate Riggall**, **Northpoint Toyota** and **Schinella's**, supporters of Loopy Kids **Blackfriars Priory School**, and other key sponsors **Klemich Real Estate**, **ANZ** Prospect, **Claymore Wines**, **Brew Boys**, **Rise High Financial Solutions**, and **Adelaide City Jeep**.

TOURRIFIC PROSPECT STREET PARTY

January 15, Prospect Road, Prospect

prospect.sa.gov.au/tourrificprospect & facebook.com/TourrificProspect

TOURRIFIC STREET PARTY

In 2012, Tourrific Prospect began with City of Prospect being invited to be part of our hemisphere's premier bike race, the Santos Tour Down Under (STDU). Now in its seventh year, Tourrific holds its hold our own as an Associated Event of the STDU – Australia's greatest cycling race, and in 2018 the only STDU Race Rest Day Event.

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Attachment

Prospect Spring Fair – Examples of Social Media Activity

Steale Foumakis
October 29, 2017 ·

A resounding success and congratulations to all organisers, sponsors and volunteers. A fabulous family day out with an incredible range of stalls, entertainment, car display etc. Best fair in SA!

Like Comment Share

Sue Williams and Kristina Barnett

Sue Williams Thank you Steals 😊
Like · Reply · 17w

Write a comment...

Kate Buckseall
October 28, 2017 ·

What a fantastic example of community involvement. We had a great day at the Prospect Spring Fair today. So much to see, do and listen to for all members of your community and visitors like ourselves. Thank you

Like Comment Share

Sue Jones, Marie Hodby and 3 others

Emma Short Moving to prospect then?
Like · Reply · 17w

Kate Buckseall You never know
Like · Reply · 17w

Write a comment...

Jenny Xaon
October 28, 2017 ·

What a great day! Perfect weather, wonderful location, heaps of food, drink and entertainment. Thanks Prospect council!! Excellent as always!!

Like Comment Share

Sue Williams and Kristina Barnett

City of Prospect
October 28, 2017 ·

The sun is rising on the Prospect Spring Fair... see you today! Can't wait!

119 7 Comments 10 Shares

Like Comment Share

Attachment

City of Prospect
October 25, 2017 ·

IT'S ON THIS SATURDAY! The weather is looking kind and the buzz around town is starting to grow...
Check out the map and programme for the day here: http://bit.ly/2yO6OK6

Bridget O'Brien, Nina Zeidan and 51 others 6 Comments 17 Shares

Like Comment Share

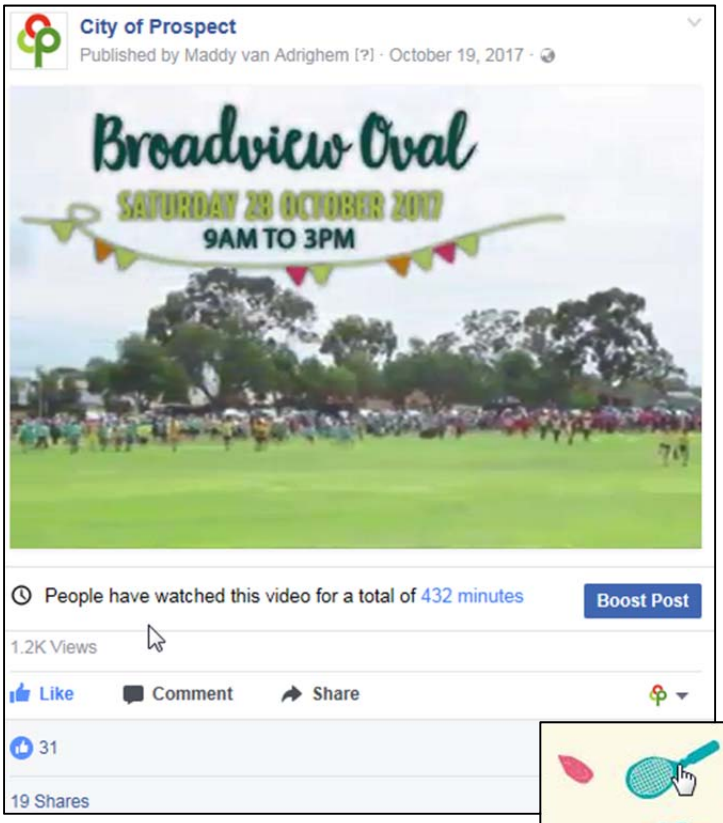
City of Prospect
November 6, 2017 · Hackney ·

Doesn't this photo make your heart sing? What a great day! We'll be posting some of the best photos from the Fair on the City of Prospect Facebook page later this week. Stay tuned 😊
Photo credit: John Nieddu Photography

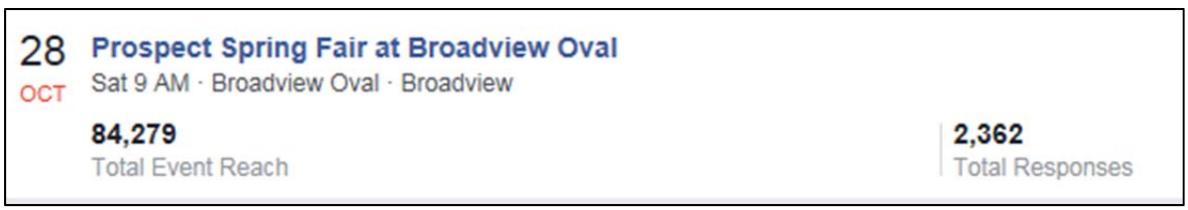
Catherine King, Maria Willsdon and 91 others 9 Comments 7 Shares

Like Comment Share

Attachment


City of Prospect
Published by Maddy van Adrighem [?] · October 19, 2017 ·
Broadview Oval
SATURDAY 28 OCTOBER 2017
9AM TO 3PM
People have watched this video for a total of 432 minutes
Boost Post
1.2K Views
Like
Comment
Share
31
19 Shares

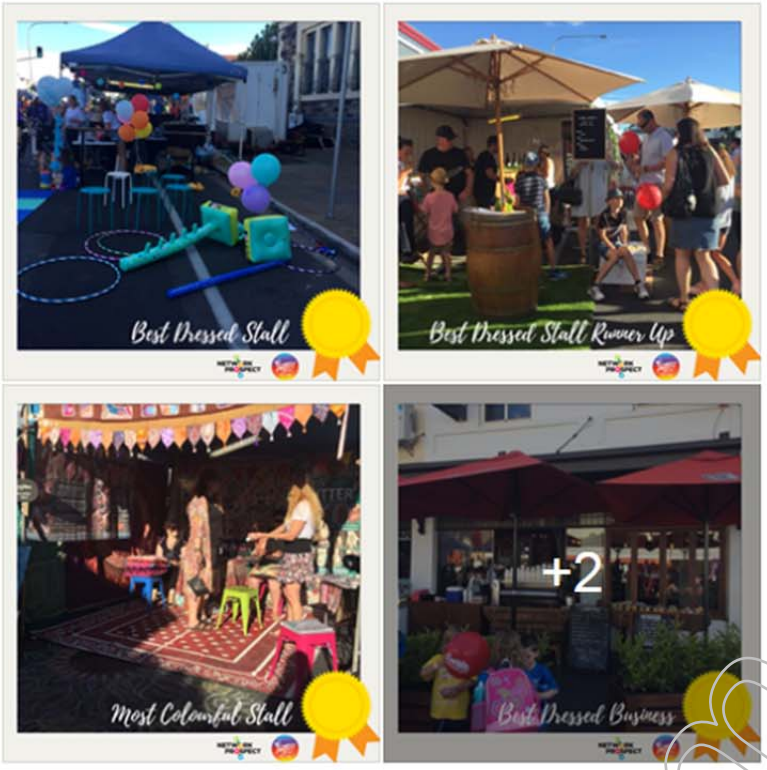
CITY OF PROSPECT
spring fair
FREE ENTRY
COMMUNITY HEALTH CHECKS
Broadview Oval
Collingrove Avenue
SATURDAY 28 OCTOBER
9AM-3PM
Live Music
Come and try be active
OCT
28
Prospect Spring Fair at Broadview Oval
Public · Hosted by City of Prospect
Going
Saturday, October 28, 2017 at 9 AM
about 4 months ago
Broadview Oval
Broadview 5083
Show Map
About
Discussion
Write Post
Add Photo/Video
Create Poll
Write something...
435 Went · 1.9K Interested
See All


28
OCT
Prospect Spring Fair at Broadview Oval
Sat 9 AM · Broadview Oval · Broadview
84,279
Total Event Reach
2,362
Total Responses

Attachment

City of Prospect shared NetworkProspect's post.
Published by Maddy van Adrighem [?] · January 18 ·

There were some great stalls at Tourrific Prospect Street Party 2018!
Which one was your fave on the night?



NetworkProspect added 5 new photos — at Tourrific Prospect.
January 17 · Adelaide ·

Congratulations to the winners of NetworkProspect's 'Decorate your Business Competition' at Tourrific Prospect on Monday night!
Best Dressed Stall - Claire San...

See More

547 people reached

City of Prospect
Published by Hootsuite [?] · January 3 ·

Grab a friend and get your chalk on! These holidays pick up your Tourrific Chalkart Kit from the Civic Centre and fill the streets with a whole lot of colour. The Mayor will announce his favourite at the Tourrific Prospect Street Party on Monday 15 January 2018.
Watch the video for some tips and don't forget to share a snap and tag #TourrificProspect of your creation

Your video is popular in South Australia **Boost Post**

1.9K Views

Like Comment Share

Mark Gauci, Melanie Diana and 40 others Top Comments

22 Shares

Attachment

AUSTRALIAN greenClean
EVENTS • COMMERCIAL • WASTE

WASTE MANAGEMENT REPORT

TOURRIFIC PROSPECT

Attachment

Executive Summary

Australian Green Clean is pleased to provide this Waste Management Report for Tourrific Prospect 2018. The executive summary for the waste management at Tourrific Prospect 2018 is as follows:

- A 3 bin system was used front of house (landfill, organics and 10c deposits);
- A 4 bin system was used back of house (landfill, cans and bottles, paper and cardboard and organics)
- There is a decrease in all weight of waste compared to the 2017 event
- There is an increase in percentage of landfill at the 2018 event
- Due to a decrease in weight, we have investigated the measurements provided to us and believe they are incorrect due to the very small kilograms of organic waste – the weights provided to us are from all third parties and it cannot be explained
- We therefore believe this report is not a reliable representation of the event this year

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Postal Address
PO BOX 610
Torrensville, SA 5031

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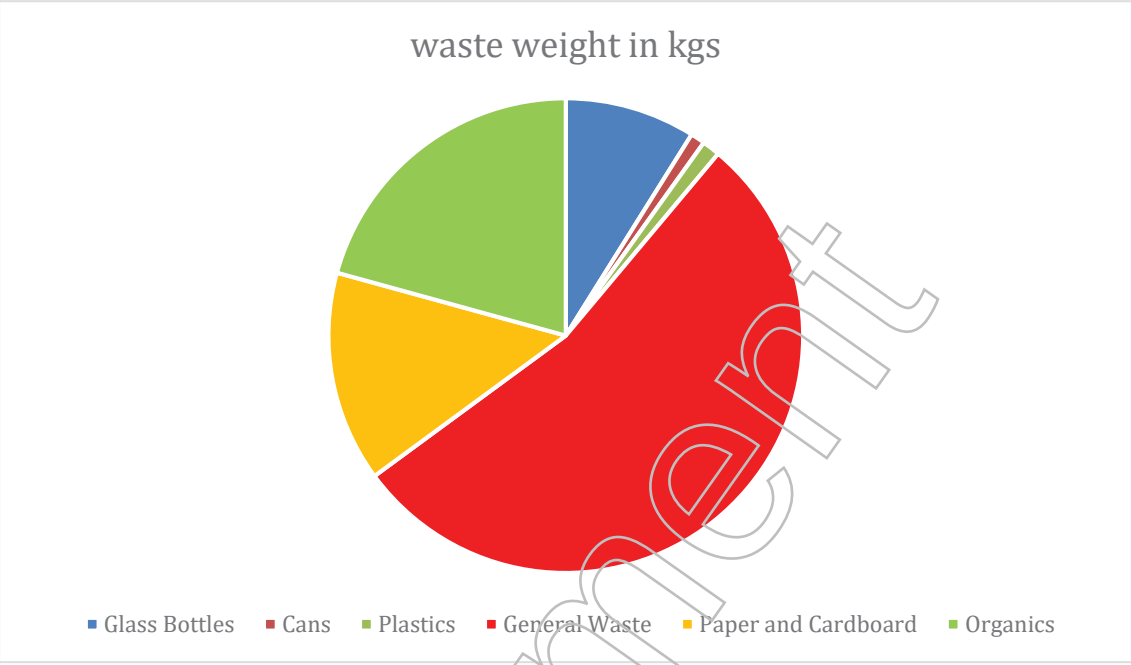
australiangreenclean.com.au
08 7200 3764 | 08 8234 1265

Quality ISO 9001 SAI GLOBAL
Environment ISO 14001 SAI GLOBAL
Health & Safety AS/NZS 4801 SAI GLOBAL

Legal entity: Australian Green Clean (Events) Pty Ltd ABN: 64 614 241 299

AUSTRALIAN greenClean
EVENTS • COMMERCIAL • WASTE

How much waste was produced?



Waste Stream	Weight (kgs)	Facility	Percentage
General Waste	675	Landfill	53.82%
Cardboard	180	Suez Transfer Station	14.35%
Organics	260	Jeffries	20.73%
Plastic bottles	15.35	Scouts	1.22%
Cans	12.16	Scouts	0.98%
Glass Bottles	111.65	Scouts	8.90%
Total weight	1,254.16		

Attachment

AUSTRALIAN greenClean
EVENTS • COMMERCIAL • WASTE

Where did the waste go?

Organic Collection

This waste included all food, packaging and organic materials that were collected by front of house bins for patrons to use as well as placing bins directly behind caterers. All items collected through this means were turned back into organic materials particularly compost. All material were disposed of at Jeffries Compost in Wingfield.

Cardboard Collection

Collected via the usage of both a rear lift compaction vehicle as well as cardboard compactor. All items collected through this means will be recycled back into paper based products namely newspaper print, photocopier paper and cardboard boxes to name but a few applications. All material was disposed of at Suez's Transfer Station in Wingfield.

Glass and Drink Containers

Collected via the usage of strategically placed 2m3 crates, all drink conatiners, whether PET plastic, cans and glass, were taken to Scouts reycling to be recycled and reused. All material here is reused in the form that they once were (e.g. glass is melted and then becomes glass of some sort again).

Landfill

Whilst every effort focussed upon diversion of waste from landfill was made, the need for this stream was unavoidable. The total amount of landfill was 53.82% of the total waste pulled out of the event. There were larger parts of rubbish that were placed in landfill that may have contributed to the increase weight.

Suggestions for next event:

We suggest that we spend more time talking to caterers and placing people on the bins to direct people's waste.

Attachment

*this waste report is based on information provided to us by third parties. We are not responsible for incorrect figures based on information provided to us.

Attachment

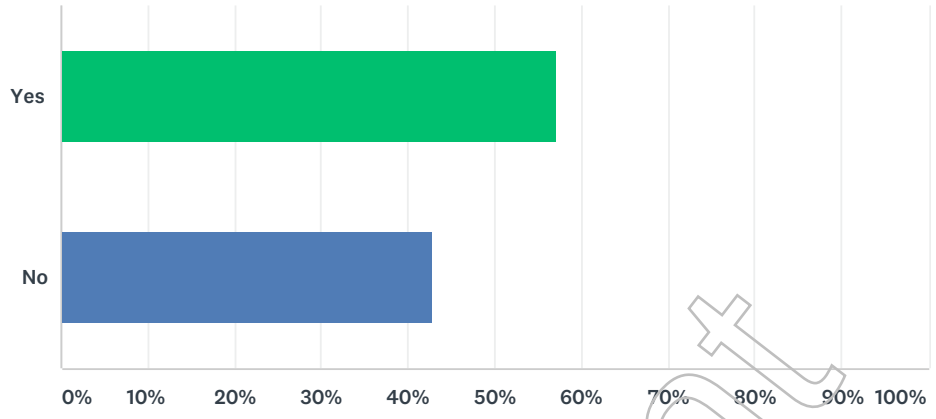
Q1 What is your post code?

Answered: 76 Skipped: 1

Attachment

Q2 Is it your first time at the fair

Answered: 77 Skipped: 0

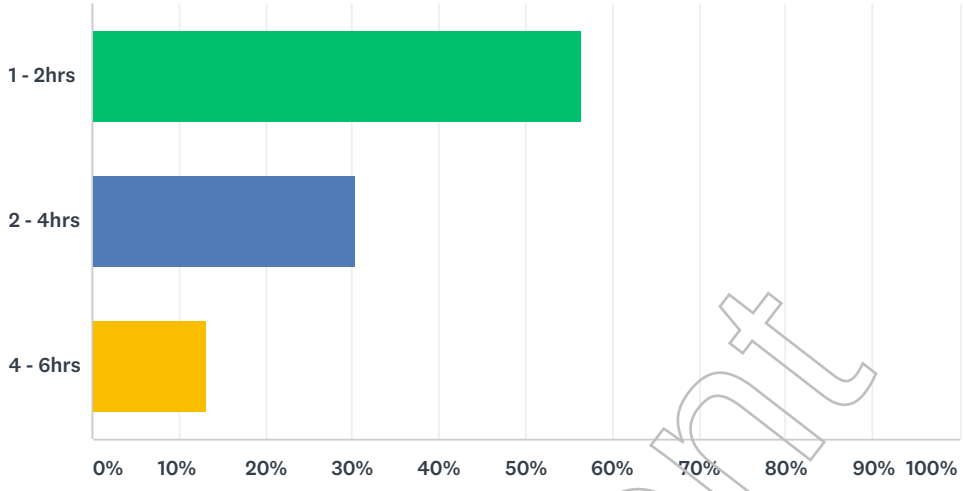


ANSWER CHOICES	RESPONSES	
Yes	57.14%	44
No	42.86%	33
TOTAL		77

Attachment

Q3 How long do you think you'll stay?

Answered: 76 Skipped: 1

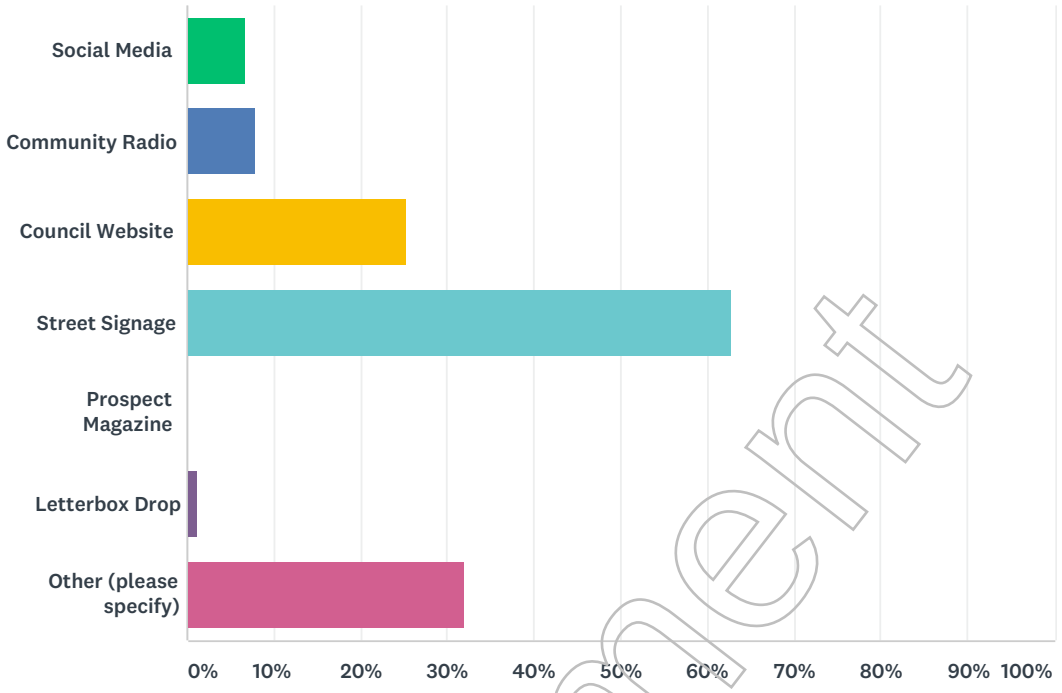


ANSWER CHOICES	RESPONSES	
1 - 2hrs	56.58%	43
2 - 4hrs	30.26%	23
4 - 6hrs	13.16%	10
TOTAL		76

Attachment

Q4 How did you find out about the event?

Answered: 75 Skipped: 2



ANSWER CHOICES	RESPONSES	
Social Media	6.67%	5
Community Radio	8.00%	6
Council Website	25.33%	19
Street Signage	62.67%	47
Prospect Magazine	0.00%	0
Letterbox Drop	1.33%	1
Other (please specify)	32.00%	24
Total Respondents: 75		

Attachment

Q5 What did you like?

Answered: 74 Skipped: 3

Attachment

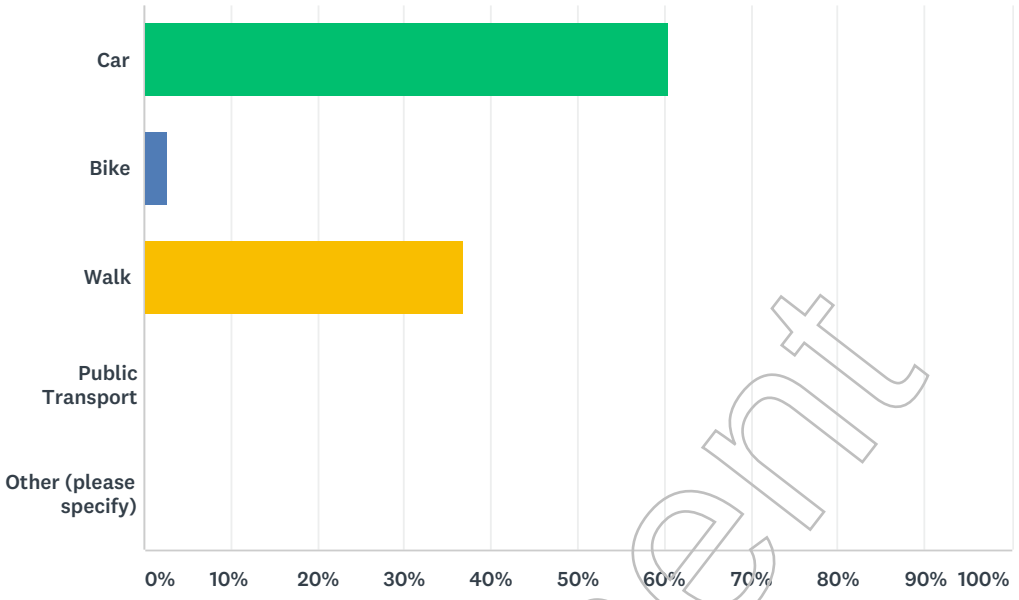
Q6 What did you dislike?

Answered: 73 Skipped: 4

Attachment

Q7 How did you get to the event?

Answered: 76 Skipped: 1

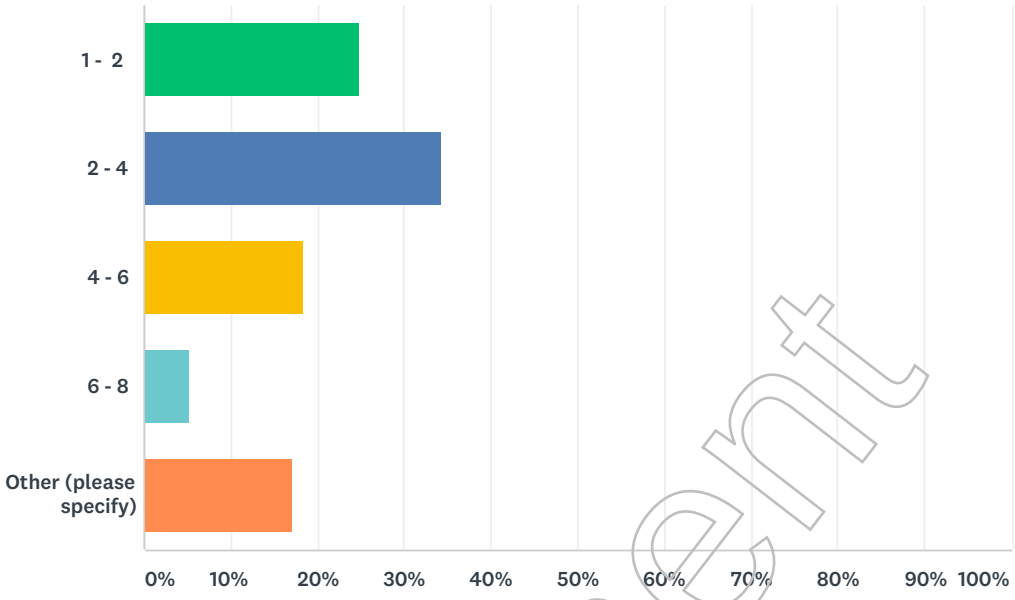


ANSWER CHOICES	RESPONSES	
Car	60.53%	46
Bike	2.63%	2
Walk	36.84%	28
Public Transport	0.00%	0
Other (please specify)	0.00%	0
TOTAL		76

Attachment

Q8 How many in your party / group?

Answered: 76 Skipped: 1

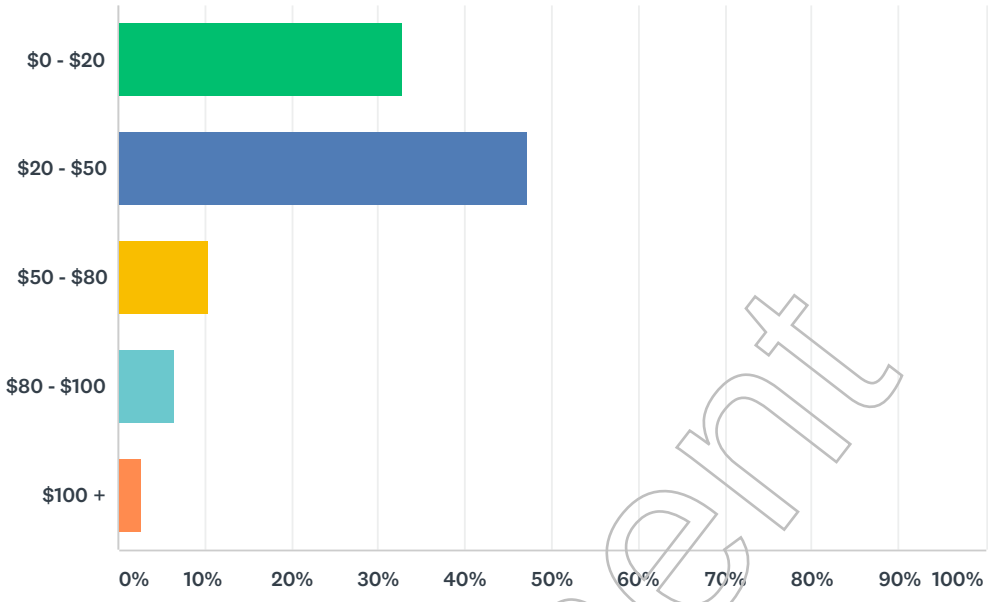


ANSWER CHOICES	RESPONSES	
1 - 2	25.00%	19
2 - 4	34.21%	26
4 - 6	18.42%	14
6 - 8	5.26%	4
Other (please specify)	17.11%	13
TOTAL		76

Attachment

Q9 How much do you think you'll spend

Answered: 76 Skipped: 1



ANSWER CHOICES	RESPONSES	
$0 - $20	32.89%	25
$20 - $50	47.37%	36
$50 - $80	10.53%	8
$80 - $100	6.58%	5
$100 +	2.63%	2
TOTAL		76

Attachment

Q10 Is there anything else you'd like to share about the event?

Answered: 70 Skipped: 7

Attachment

Q11 Would You like to receive information about other Council events?

Answered: 4 Skipped: 73

ANSWER CHOICES	RESPONSES	
Name	100.00%	4
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	4
Phone Number	0.00%	0

Attachment

AGENDA ITEM NO.: **14.5**

TO: Council on 24 April 2018

DIRECTOR: Nathan Cunningham, Director Community and Planning

REPORT AUTHOR: Carolyn Ramsey, Manager Arts and Events

SUBJECT: Reconciliation Action Plan – Innovate (July 2018 – June 2020)

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1. EXECUTIVE SUMMARY

On 24 May 2016, Council endorsed that the City of Prospect's Reconciliation Action Plan – 'Reflect' be submitted to Reconciliation Australia for review and endorsement.

There are four (4) levels of RAP's – this first is *Reflect* that focuses on building relationships, the second is *Innovate* that embeds reconciliation into an organisation, the third is *Stretch* that sets more organisational targets and the final RAP is *Elevate* for elite leaders driving reconciliation in their sector.

Feedback from Reconciliation Australia on City of Prospect's Reflect RAP recognised Council's commitment to reconciliation as being clearly evident through that document and encouraged us to progress Councils RAP to an 'Innovate' RAP to reflect a better fit and this strong commitment.

The Council's RAP working party took this advice and have over the past year revised and reworked the 'Reflect' RAP into an 'Innovate' RAP. In the meantime, the Council has continued to demonstrate a strong commitment to Reconciliation through various means, from flags at the Prospect Road Civic Centre, to participation in NAIDOC Week celebration, inclusion of welcome to Country at all Council Citizenship Ceremonies and key public Events. A dual naming of Parks, Reserves and Places project (named in the Annual Business Plan) has also commenced.

Pending Council endorsement of this updated document, City of Prospect's 'Innovate' RAP is now ready to be resubmitted to Reconciliation Australia. Based on statistics from the Reconciliation Australia website, achieving endorsement of an Innovate RAP would group Prospect with City of Marion as the only two (2) South Australian Council's with Innovate RAP's.

2. RECOMMENDATION

(1) Council having considered Item 14.5, Reconciliation Action Plan – Innovate (July 2018 – June 2020) receive and note the report.

(2) Council endorse the Reconciliation Action Plan – Innovate (July 2018 – June 2020) as presented in Attachments 1-16, to be submitted to Reconciliation Australia for review and endorsement and authorises the Chief Executive Officer to undertake minor administrative amendments as required by Reconciliation Australia in order to achieve their endorsement.

3. RELEVANCE TO CORE STRATEGIES / POLICY

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

Strategy 1.4	Celebrate our diverse and creative community	All Council events include a Kaurna Welcome, Kaurna Acknowledgment and smoking ceremonies and indigenous performers where possible. Gallery exhibitions reflecting indigenous art and culture are programmed to coincide with NAIDOC and Reconciliation Week celebrations as possible and local indigenous artists are encouraged to participate in the bi-annual Community Show

Intelligent Community Indicators

2. Knowledge Workforce	A labour force that creates economic value through its knowledge, skills and ability to use information effectively	The RAP works with Business and Innovation Department to seek out indigenous businesses encouraging participation that leads to sales and business and awareness. Cultural Awareness Training for all staff and Elected Members
3. Innovation	Intelligent Communities pursue innovation through a relationship between business, government and institutions (ie. universities).	The Inclusion of Indigenous arts and artists' highlights Prospect as a creative and vibrant community. All Council presented events engage Indigenous performers.

4. REGIONAL IMPACT

Reconciliation is a multi-faceted approach to create a nation strengthened by respectful relationships between the wider Australian community, and Aboriginal and Torres Strait Islander peoples. Reconciliation incorporates five (5) dimensions of Race Relations, Equality and Equity, Institutional Integrity, Unity and Historical Acceptance.

An 'Innovate' RAP will enable and support the establishment of a meaningful and ongoing relationship with Aboriginal and Torres Strait Islander people in and around City of Prospect as well as across metropolitan Councils to the North of Adelaide.

5. COMMUNITY INVOLVEMENT

To ensure engagement and input from the community, the RAP Working Group worked collaboratively with local Aboriginal and Torres Strait Islander people and service providers.

6. DISCUSSION

Reconciliation Action Plans provide a framework for organisations to realise the vision for reconciliation.

A RAP is a strategic document that supports an organisation's business plan. It includes practical actions that will drive an organisation's contribution to reconciliation both internally and in the communities in which it operates.

Reconciliation Australia's RAP Framework provides organisations with a structured approach to advance reconciliation. There are four types of RAP's that an organisation can develop: Reflect, Innovate, Stretch, Elevate. Each type of RAP is designed to suit an organisation at different stages of their reconciliation journey.

- **Reflect**: allows organisations to take time to build relationships externally and internally to inform and guide future RAP commitments
- **Innovate**: to develop or implement programs for cultural learning, Aboriginal and Torres Strait Islander employment and supplier diversity and embed the RAP in our organisation
- **Stretch**: for when we are ready to challenge ourselves by setting targets for the actions outlined in the RAP and set clear and measurable targets to deepen its impact
- **Elevate**: is for organisations with a long, successful history in the RAP Program and a willingness to significantly invest in reconciliation. Elevate RAP organisations are among elite leaders driving reconciliation in their sector.

Development of City of Prospect Reconciliation Action Plan 2018-2020

RAP Working Group

A Working Group was established to development of the Reconciliation Action Plan, a consisting of staff members Carolyn Ramsey, Liz Gunn, Rick Chenoweth, Zoey Cook and Nathan Cunningham (as Champion), together with Aboriginal community member Dennis Rigney. The first meeting of the RAP Working Group was held in January 2016.

Activities undertaken by the RAP Working Group include:

- A review and audit of current City of Prospect activities, events, networks, policies, practices, projects, protocols, training and work undertaken;
- Research as to who we work or partner with currently with regards to Aboriginal and Torres Strait Islander engagement;
- Desktop research on work done in the area of reconciliation by other Councils;

- Future opportunities were explored and identified;
- A 'Reflect' Reconciliation Action Plan was developed for consideration by Council.

Council Workshop and Meeting

At a Council Workshop on 3 May 2016 the draft 'Reflect' Reconciliation Action Plan was presented to Council and Elected Members were invited to make comment with regard to establishing:

- City of Prospect's vision for reconciliation;
- Why are we developing a RAP;
- Who are our RAP champions;
- What is our longer term commitment to a RAP?

Feedback received from Elected Members was considered by the Working Group and incorporated into the final draft of City of Prospect's 'Reflect' Reconciliation Action Plan.

At a Council Meeting on 24 May 2016, the 'Reflect' Reconciliation Action Plan was endorsed by Council to be submitted to Reconciliation Australia for review and endorsement.

Reconciliation Australia

The 'Reflect' Reconciliation Action Plan was submitted to Reconciliation Australia for review and endorsement on 31 May 2016.

On 10 June 2016, feedback was received from Reconciliation Australia which suggested we elevate our 'Reflect' Reconciliation Action Plan to the higher level of 'Innovate', given how close we were as an organisation to achieving that level/ status. Caitlin Maxwell from Reconciliation Australia stated in an email to Council *"Council's commitment to reconciliation is evident in your current RAP and it would be great to progress your RAP to an 'Innovate' RAP to reflect this strong commitment"*.

In the months following, the Working Group liaised with Reconciliation Australia who, on 30 September 2016 converted our original 'Reflect' RAP into an 'Innovate' RAP, making changes and suggestions and providing extensive feedback. The Working Group responded to and incorporated feedback from Reconciliation Australia and submitted the draft 'Innovate' RAP to them on 21 June 2017 for further review.

A second round of feedback was received from Reconciliation Australia on the draft 'Innovate' RAP on 17 July 2017 suggesting the RAP is "looking really strong" but a few changes were needed regarding timelines and deliverables and some suggestions were made for further commitment which could be included. These changes were considered and incorporated in consultation with relevant staff.

According to Reconciliation Australia's Website, only 25 Councils in Australia have RAP's which have been registered with Reconciliation Australia. Of these, 16 are at the Innovate RAP level (Wyndham, Sunshine Coast, Port Phillip, Lismore, Newcastle,

Tweed Shire, Lane Cove, Marion, East Arnhem Land, Greater Dandenong, Port Headland, Melbourne, East Gippsland, Belmont, Cardinia Shire and Logan).

Only two Council's in South Australia have RAP's which have been endorsed by Reconciliation Australia, clarifying how City of Prospect is one of the leaders in this space, particularly when compared with the level of resourcing available at the other Council's; Marion (at Innovate level) and City of Adelaide (Stretch RAP).

Staff Consultation

Members of the Working Group met with relevant staff members to check that the deliverables their team have been given responsibility for are realistic/achievable or if any changes were needed to be made before the document goes to Council and later Reconciliation Australia for endorsement.

Feedback received from staff was considered by the Working Group and incorporated into the final draft 'Innovate' RAP.

Other Reconciliation activities

Council continues to demonstrate a strong commitment to Reconciliation through various means. Its daily activities are supported by simple yet effective and respectful activities such as flying both the Aboriginal and Torres Strait Islander flags at the Prospect Road Civic Centre. Council has also been a regular participant in NAIDOC Week celebrations and has often shown great involvement from local schools.

City of Prospect also includes a welcome to Country at all Council Citizenship Ceremonies and key public Events. A dual naming of Parks, Reserves and Places project (named in the Annual Business Plan) has also commenced for the current financial year.

Financial and Resource Implications

Budget bids are to be submitted as part of the annual budget process for specific or new Reconciliation activities and events.

The revised 'Innovate' RAP has captured many parts of Council business where we already engage and incorporate indigenous people, the community, events and activities and therefor have minimum financial impact.

The 'Innovate' RAP is focussed on further embedding opportunities for Reconciliation within our day to day operations and annual business plan objectives.

7. CONCLUDING STATEMENTS

It is pleasing to be able to present an upgraded Innovate RAP to Council for endorsement. The process will then seek endorsement from Reconciliation Australia.

In the meantime, a number of projects relating to the 'Respect' RAP, such as dual naming of parks and other areas are being progressed, and annual events such as NAIDOC Week are a regular part of Council's events calendar.

ATTACHMENTS

Attachments 1-16: **Reconciliation Action Plan – Innovate (July 2018 – June 2020)**

CITY OF PROSPECT

RECONCILIATION ACTION PLAN (RAP)

INNOVATE

JULY 2018 – JUNE 2020

(2 Years)

Attachment

Acknowledgement of Country

City of Prospect acknowledges that we are on the traditional country of the Kaurna people of the Adelaide Plains region and we pay our respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationships with the land and we acknowledge that they are of continuing importance to the Kaurna people living today.

Attachment

City of Prospect
126 Prospect Road
PO Box 171
Prospect, SA 5082
08 8269 5355
admin@prospect.sa.gov.au

Message from Mayor, David O'Loughlin

City of Prospect is located on the lands of the Kaurna people. We appreciate their remarkable spiritual connectedness with the land, plants, animals and stars. Further, we deeply respect their connectedness to country, and values of family, kinship and community, that form the fabric of their culture.

City of Prospect has a proud history of community. However, our association with the South Australian landscape is a mere dot on our continent's history. Aboriginal and Torres Strait Islander people have been the custodians of this land for more than 40,000 years, making them the oldest Indigenous culture in the world. It is with this knowledge that we recognise Aboriginal and Torres Strait Islander Australians as the first Australians with a unique place in our cultural history.

I see reconciliation as vital for all Australians and on behalf of City of Prospect; I am solidly committed to driving positive change. It is in the spirit of mutual respect, equality, and building genuine, positive relationships with lasting impact, that I present our 2018-2020 Innovate Reconciliation Action Plan to you.

This plan embeds reconciliation across all City of Prospect business practices, and focuses on Kaurna people's connection to the local area, strengthening our relationships, supporting Aboriginal and Torres Strait Islander businesses, demonstrating respect, providing opportunities for cultural learning and career development and celebrating our shared successes.

We look forward to the time when the goals of our first Australians are realised. Our aim is the enrichment of all our lives, through true reconciliation between Aboriginal and Torres Straight Islanders peoples and the broader community.

I am confident that working together with respect, we will achieve this.

Mayor David O'Loughlin
City of Prospect

Attachment

Our Business

Council's role as a custodian of, and leader for, the local community means that it is well placed to make a meaningful contribution to local Aboriginal and Torres Strait Islander people.

The Council is governed by the Local Government Act, 1999 (SA) and its objects include:

- The participation of local communities in local affairs
- To plan for, develop and manage local areas
- To provide appropriate services and facilities to meet the present and future needs of local communities
- To manage the natural and built environment in a sustainable manner

Council's *Strategic Plan to 2020* is the key strategic document and provides direction on the key themes for the city to work towards, which includes:

- *People - Know, empower, celebrate, educate and activate our community*
- *Place - Loved heritage, leafy streets, fabulous places*
- *Prosperity - More jobs, more investment, more activity, more vibrancy*
- *Services - Leaders of the sector providing efficient, responsive, accessible services.*

Council's *Strategic Plan to 2020* can be referenced at www.prospectstrategicplan.com.au

City of Prospect employs approximately 85 people and currently has one staff member who identifies as *'Aboriginal and Torres Strait Islander'*.

City of Prospect is a local government area of 7.8 square kilometres located immediately north of the City of Adelaide with a population of 20,527 people. At the time of the 2016 Census, 165 people (0.8%) identified as Aboriginal and Torres Strait Islander across our city.
Refer to the 'Statistical Snapshot of City of Prospect' for more details.

DRAFT Attachment

Statistical Snapshot of City of Prospect (ABS Census 2016)

Total persons

Total Population is growing

20,527 (at 3% growth rate)

Population Density is high

2,632 (people/km^2)

Young Medium Age

37 (c/w 40 for SA)

Income

Above state average

Education

27% with above Year 12 qualifications

Employment

62% employment of persons aged 15 and over

Aboriginal and/or Torres Strait Islander persons

Growing but proportionally the same

165 (or 0.8% of total population & a similar growth rate)

Population Density is very low

21 (people/km^2)

Younger Medium Age

30

Income

Personal income is less, but household income is similar

Education

21% with above Year 12 qualifications

Employment

50% employment of persons aged 15 and over

Attachment

Our RAP

City of Prospect has embarked on a journey of reconciliation to increase our support and relationship with the local and broader Aboriginal and Torres Strait Islander community. On 12 August 2013 Council formally endorsed a *Statement of Reconciliation* and *National Sorry Day Acknowledgement*.

Council is now well positioned to commit to a Reconciliation Action Plan (RAP) at the 'Innovate' level to acknowledge and review the practical actions the organisation will take to build strong relationships and enhance respect and awareness between Aboriginal and Torres Strait Islander peoples and other Australians, both external and internal to the organisation.

Overall responsibility for the development and review of our RAP sits with the RAP Working Group staff team. The current representatives of the Group are from different departments of the organisation and together with the external member of the team. The group comprises people who provide a diversity of appropriate skill sets and decision making abilities. There are two members of the Group who identify as Aboriginal and Torres Strait Islander.

The Group is comprised of:

- Rick Chenoweth – Senior Policy Planner
- Zoey Cook – Senior Information Management Officer
- Liz Gunn – Community Development Officer
- Carolyn Ramsey - Manager Arts and Events
- Dennis Rigney – Aboriginal community member and Ngarrindjeri man
- Supported by - Nathan Cunningham – Director Community and Planning

Council's RAP has been developed through a comprehensive audit of existing Council activities and gap identification exercises. This information was then transferred onto the Reconciliation Australia RAP Template under the themes of *'relationships', 'respect', 'opportunities'* and *'tracking and progress'*. This process proved valuable for it was the first time that Council has documented and acknowledged all of the various activities it undertakes in relation to Aboriginal and Torres Strait Islander people.

The RAP Working Group met monthly to prepare the Innovate RAP document for approval. Once the document is endorsed and reverts to on-going stages of review and monitoring, meetings will be held six monthly or as needed. A Terms of Reference document supports this purpose and ensures the progress of the Working Group and the RAP.

Attachment DRAFT

Our Partnerships

- Uniting Communities Aboriginal Community Connect
- Adelaide University
- Centre for Aboriginal Studies in Music (CASM)
- Kurruru Youth Performing Arts, Port Adelaide
- NAIDOC Week School Initiatives
- Nexus Arts, Adelaide
- Reconciliation SA
- Tandanya National Aboriginal Cultural Institute, Adelaide
- Turkinidi Network

Images *(of what we do/case studies)* **from**

2016 NAIDOC Week

2017 Reconciliation Week – presented the play 'Wonggayerlo'

NAIDOC WEEK

NAIDOC Week celebrations are held around Australia each July to celebrate the history, culture and achievements of Aboriginal and Torres Strait Islander peoples. This year's theme was *Songlines - The living narrative of our nation*.

To celebrate NAIDOC Week, City of Prospect joined with the Uniting Communities Aboriginal Community Connect to host a fun and educational event for local primary school children at the Thomas Street Centre.

Over 100 children from Prospect, Prospect North, Nailsworth and Rosary Primary Schools and the Blackfriars Priory Early Learning Centre, came together to learn and celebrate Aboriginal and Torres Strait Islander culture through art activities, stories and song.

Nailsworth teacher Tracy Titchmarsh commented "The children have a greater awareness of their (indigenous) culture and how they use their art and stories as teaching tools for living."

The children produced their own individual piece of rock art as well as helping to produce a piece of hand-print art, which will be on display later this year at the Prospect Community Art Show in the Prospect Gallery.

Students from Blackfriars Priory Early Learning Centre were enthralled by the stories shared as part of NAIDOC Week celebrations

2016 Reconciliation Week music showcase

2016/17 - 19th Community Art Show

2017 Tourrific Prospect– Kaurna dance and Elder, Uncle Lewis O'Brien – Welcome to Country

2018 Tourrific Prospect – Uncle Moogie and Tal Kin Jeri

Attachment

Reconciliation Action Plan

Relationships

City of Prospect believes that developing stronger and mutually respectful relationships based on open and honest dialogue and productive partnerships is the way forward between Aboriginal and Torres Strait Islander peoples and other Australians in our community. Council is well placed to connect people in our community through its available networks, engagement strategies, recognition events and awards celebrations and awareness raising from a range of communication technologies at our disposal. We acknowledge that this RAP process has provided us with many opportunities to build stronger relationships in support of reconciliation.

Action		Deliverable	Strategic Plan Alignment	Timeline	Responsibility
1.1	RAP Working Group (RWG) actively monitors RAP development and implementation of actions, tracking progress and reporting	RAP Working Group (RWG) oversees the development, endorsement and launch of the RAP.	1.4.2.3	July 2018	Director Community and Planning
		Ensure Aboriginal and Torres Strait Islander peoples are represented on the RAP Working Group (RWG).	4.4.4.1	Annually in March, June and September	Director Community and Planning
		Internal RAP Working Group to meet at least twice per year to monitor and report on RAP implementation.	4.4.4.1	December 2018 & 2019	Director Community and Planning
1.2	Celebrate and participate in National Reconciliation Week (NRW) by providing opportunities to build and maintain relationships between Aboriginal and Torres Strait Islander peoples and other Australians	Organise at least one internal event for NRW each year.	4.4.4.2	April 2019, & 2020	Manager, Arts and Events
		Support an external NRW event.	4.4.4.2	April 2019, & 2020	Manager, Arts and Events
		Ensure our RAP Working Group participates in an external event to recognise and celebrate NRW.	4.4.4.2	April 2019, & 2020	Director Community and Planning
		Register Council Reconciliation Week Events on the Reconciliation Australia NRW website http://www.reconciliation.org.au/nrw/events	4.4.4.2	April 2019, & 2020	Manager, Arts and Events
		Circulate Reconciliation Australia's resources and reconciliation information to our staff via the Intranet.	4.4.4.2	Annually in May/June	Director Business and Innovation
1.3	Build internal and external relationships	Know our local networks of Aboriginal and Torres Strait Islander peoples, communities and organisations (e.g. Turkindi Indigenous Information Network of SA) who we can connect / partner with as part of our RAP journey.	1.1.3.1	October 2018	Manager Community Development
		City of Prospect's 'Community Engagement and Consultation Policy' is open and inclusive of all.	1.3.4.1	July 2019	Director Community and Planning

Attachment

1.4	Celebrate and raise internal and external awareness of our Innovate RAP	Raise awareness amongst all staff across the organisation about our RAP commitments and staff member's responsibilities under the RAP at CEO and ELT 'Roadshows'.	4.4.1.1	July & November 2018	Chief Executive Officer
		Develop and implement a plan to promote (internally and externally) City of Prospect - Innovate RAP.	4.4.1.1	December 2019	Director Business and Innovation
		As part of Councils new website, create a web page for the local community to access Aboriginal and Torres's Strait islander information and activities (inc NRW, NAIDOC etc) consistent with Councils Communication Strategy.	1.1.1.2	December 2019	Director Business and Innovation

DRAFT Attachment

Respect

City of Prospect believes that its activities and business can be an ideal platform to build greater levels of respect by increasing our understanding and appreciation of Aboriginal and Torres Strait Islander peoples to a wide audience, including Elected Members, employees and the local community. It is important for Council to establish achievable actions and deliverables related to gathering knowledge, building awareness and practicing respect.

Action		Deliverable	Strategic Plan Alignment	Timeline	Responsibility
2.1	Provide Aboriginal and Torres Strait Islander cultural learning and development	Develop and implement cultural awareness for Council staff through amendments to the 'Training and Development Policy' which defines cultural learning needs of employees in all areas of our business and considers various ways of which cultural learning can be provided (online, face to face workshops, cultural immersion)'.	4.4.1.1	March 2019	Manager Governance & Administration
		Work with local Traditional Owners and/or Aboriginal and Torres Strait Islander consultants to provide cultural awareness training.	4.4.1.1	Each year as part of NRW	Manager Governance & Administration
		Staff and Elected Members to undertake a 'Cultural Inclusion Framework' self-assessment (Department of Premier and Cabinet website).	4.4.1.1	December 2018	Manager Governance & Administration
		Conduct staff surveys to capture time-series data and measure our staff's level of knowledge and understanding of Aboriginal and Torres Strait Islander cultures, histories and achievement over time.	4.4.1.1	Commencing in 2019	Manager Governance & Administration
		Organise a relevant staff and Elected Member cultural bus tour of local places of Indigenous significance (including the northern areas of the Adelaide Park Lands).	4.4.1.1	March 2019	Manager Governance & Administration
2.2	Raise internal and external recognition of Aboriginal and Torres Strait Islander cultural protocols	Update codes of practise and policy for formal and informal meetings and events to include a Kaurna Welcome and/or Welcome to Country and/or an Acknowledgment of Country including an internal checklist and wording protocols.	4.4.1.1	December 2018	Manager Governance & Administration
		Permanently fly the Aboriginal flag at the Civic Centre, including the new Civic Centre.	1.4.2.2	Ongoing, reviewed July each year	Manager Governance & Administration
		Develop and maintain a list of key Kaurna contacts who are endorsed by their community to present a 'Welcome to Country' at Council events or activities.	1.1.1.2	July 2018	Manager Community Development
		Include an Acknowledgement of Country at the commencement of publically accessible internal meetings, including Council meetings.	1.1.1.2	Monthly from 2018	Manager Governance & Administration

Attachment

		Include at the beginning of all Council Meeting Agenda's an Acknowledgement of Country as :- *"City of Prospect acknowledges that we are on the traditional country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationships with the land. We acknowledge that they are of continuing importance to the Kaurna people living today."*		July 2018	Manager Governance & Administration
		Ensure a Kaurna Elder presents a Kaurna Welcome at every Council run Citizenship Ceremony.	1.4.2.1	A minimum three times a year 2018, 2019, 2020	Director Community and Planning
2.3	Participate in and celebrate NAIDOC week	Review HR Policies and procedures to support employees participating in NAIDOC Week.	4.4.1.1	Annually in July	Manager Governance & Administration
2.4	Show recognition of Aboriginal and Torres Strait Islander connections to the local area	Provide library resources and facilitate the involvement of local volunteer groups (eg. Local History Group) toward increased understanding and representation of Aboriginal and Torres Strait Islander histories, art and languages.	1.3.3.2	February 2020	Manager Library Services
		Display Council's Reconciliation Statement in Council facilities.	4.4.2.2	August 2018	Manager Governance & Administration
		Undertake site assessment and design for a red dirt dance pit on one of our open space reserves/parks.	2.1.1.1	December 2019	Director Infrastructure & Environment
		Undertake site assessment and design for a native vegetation/bush tucker garden in one of our reserves/parks.	2.1.1.1	December 2019	Director Infrastructure & Environment
		Research and determine the dual naming of parks, reserves and places within City of Prospect.	2.1.1.1	August 2018	Director Community and Planning
		Explore the opportunity, community support levels and protocols required to dual name Prospect Oval and Main North Road and make a recommendation to Council to progress.	2.1.1.1	August 2019	Director Infrastructure & Environment
		Provide significant references to the local Kaurna people as the traditional owners of the Adelaide Plains (Prospect Council Area) in public art and design elements as part of the architecture and fit-out design and development of the new Community, Library and Innovation Centre (CLIC) / Civic Centre building; including interpretive signage to provide local recognition and respect.	2.1.1.1	July 2020	Director Infrastructure & Environment and Director Community & Planning

Draft Attachment

		Regularly feature positive news stories on local Aboriginal and Torres Strait Islander community events, residents and organisations in Council communications including the Prospect Magazine, Facebook etc.	1.1.2.2	July 2018, 2019 and 2020	Director Business and Innovation
		Strategic Deliverables and Measures incorporated within Council's authorised Strategic Plan to 2020 ('People' & 'Place').	1.4.2.3	September 2020	Director Community and Planning
2.5	Integrate respect for Aboriginal and Torres Strait Islander peoples and cultures into Council's activities and community initiatives	Prospect Library to include stories by indigenous authors and about indigenous dreaming and other stories as part of Story Time and Rhyme Time programs for children.	1.3.3.2	December 2018	Manager Library Services
		Participate in Statewide Digital Literacy Programs.	1.3.3.2	July 2018	Manager Library Services

DRAFT Attachment

Opportunities

City of Prospect supports developing and implementing actions under its sphere of influence that contributes towards employment and professional development for, and supplies and services from, Aboriginal and Torres Strait Islander peoples, wherever justified.

Action		Deliverable	Strategic Plan alignment	Timeline	Responsibility
3.1	Acknowledge and support Aboriginal and Torres Strait Islander employment, traineeships / scholarships and volunteer assistance within the organisation	Incorporate Aboriginal and Torres Strait Islander Employment into the review of Council's Recruitment Policy.	4.4.2.1	September 2018	Manager Governance & Administration
		Promote Aboriginal and Torres Strait Islander volunteering opportunities at Council including for NRW and NAIDOC Week activities.	1.1.1.2	December 2018	Manager Community Development
		Include RAP Themes of Relationships, Opportunities and Respect as part of any Review of Councils IWEYOU Values.	4.4.2.1	September 2019	Manager Governance & Administration
		Review and strengthen HR Policy (e.g. Recruitment) for Aboriginal and Torres Strait Islander employment by advertising Council staff vacancies with Aboriginal and Torres Strait Islander media / recruitment agencies and within our organisation, and ensure there are no barriers to Aboriginal and Torres Strait Islander employees and future applicants participating in our workplace.	4.4.2.1	December 2018	Manager Governance & Administration
		Provide an in-house mentoring network for new Aboriginal and Torres Strait Islander employees.	4.4.2.1	December 2018	Manager Governance & Administration
		Submit a Budget Bid as part of the annual budget process that seeks Council funding for an Aboriginal and Torres Strait Islander traineeship position within Council's general staffing needs, and to support the City of Prospect RAP plan.	4.4.2.1	September 2020	Manager Governance & Administration
3.2	Investigate opportunities to incorporate Aboriginal and Torres Strait Islander supplier diversity within our organisation	Identify barriers to Australian Aboriginal and Torres Strait Islander businesses to supply our organisation with goods and services as per Councils Procurement Policy, and seek to remove such barriers.	4.4.2.1	August 2019	Director Corporate Services
		Research Australian Aboriginal and Torres Strait Islander businesses that may be considered for the supply of goods and services as per Council's Procurement Policy.	4.4.2.1	February 2019	Director Corporate Services
		Investigate Supply Nation membership.	4.4.2.1	October 2018	Director Corporate Services
		Support the involvement of at least one Aboriginal and/or Torres Strait Islander owned business as part of Network Prospect initiatives.	4.4.2.1	February 2019	Director Business and Innovation

Attachment

3.3	Provide for Aboriginal and Torres Strait Islander peoples to participate in Council activities and services	Involve Kaurna traditional performers in major events (Tourrific Prospect, Prospect Spring Fair).	1.4.2.1	January 2018 & January 2019	Manager Arts and Events
		Subsidise hall hire for Aboriginal organisations/groups to enable them to run programs or events which celebrate and promote cultural diversity (eg CASM).	1.1.1.2	Per booking – a minimum one a year	Director Infrastructure & Environment
		Promote Council's community grants program to Aboriginal and Torres Strait Islander community members and organisations.	1.1.1.2	July 2018, 2019 and 2020	Manager Community Development
		Partner with and assist local Aboriginal and Torres Strait Islander artists by programming Aboriginal and Torres Strait Islander content into art festivals and Prospect Gallery Exhibitions.	1.4.1.1	August as part of annual program planning	Manager Arts and Events
		When possible, engage Aboriginal and Torres Strait Islander exhibition curators to oversee Prospect Gallery exhibitions and explore holding these exhibitions to coincide with days / weeks of significance.	1.4.1.1	Bi-Annually as part of the SALA Festival - 2019	Manager Arts and Events
		Ensure nominations for Council's Awards Program is open to and promoted to Aboriginal and Torres Strait Islander people.	1.3.4.1	November 2018	Manager Community Development

DRAFT Attachment

Tracking and Progress

City of Prospect will monitor and update its actions to achieve continued improvements for Aboriginal and Torres Strait Islander peoples and our broader community.

Action		Deliverable	Strategic Plan Alignment	Timeline	Responsibility
4.1	Build support for the RAP	Define and identify resource needs and provide budget for RAP development and implementation in advance of the annual budget process.	1.4.2.3	February 2019 & 2020	Director Community and Planning
		Ensure RAP deliverables are incorporated within Council's Annual Business Plans and Budget Bids.	1.4.2.3	July 2018,2019 & 2020	Director Community and Planning
4.2	Report RAP achievements, challenges and learnings to Reconciliation Australia	Complete and submit the RAP Impact Measurement Questionnaire to Reconciliation Australia annually. Investigate participating in the RAP Barometer.	1.4.2.3 1.4.2.3	September, 2018, 2019 & 2020 May 2019 & 2020	Manager Community Development Director Community and Planning
4.3	Report RAP progress internally and externally	Report to Council on the delivery of RAP activities and outcomes through the Quarterly Reporting process.	1.4.2.3	Quarterly 2018,2019 & 2020	Director Community and Planning
4.4	Review and Refresh RAP	Liaise with Reconciliation Australia to develop a new RAP (2020 – 2022) based on learnings, challenges and achievements.	1.4.2.3	July 2019	Director Community and Planning

Draft Attachment

Further enquiries or information:

Copies of this plan can be found on City of Prospect's website www.prospect.sa.gov.au. Further enquiries or requests for information are also welcome.

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Email: admin@prospect.sa.gov.au
Address: 126 Prospect Road
Prospect SA 5082
PO Box 171
Prospect SA 5082

Attachment

AGENDA ITEM NO.: **14.6**

TO: Council on 24 April 2018

DIRECTOR: Ginny Moon, Director Corporate Services

REPORT AUTHOR: Chris Birch, Manager Financial Services

SUBJECT: East Waste – Recognition of Equity Share

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1. EXECUTIVE SUMMARY

East Waste is a Regional Subsidiary of Council formed in partnership with Adelaide Hills Council, City of Burnside, City of Campbelltown, City of Mitcham, City of Norwood, Payneham & St Peters and Town of Walkerville.

City of Prospect joined the subsidiary in October 2018, resulting in an allocation of Equity Share within the organisation.

East Waste shares are allocated on a formula basis. This same formula is utilised for allocating costs of providing the waste service. City of Prospects allocation is 6.02%.

This report is to inform Council of the recognition of City of Prospect's equity into Council's balance sheet. This adjustment will be reflected in the Financial Statements as at 30 June 2018 and also in Council's 2018/2019 revised budget.

2. RECOMMENDATION

(1) Council having considered Item 14.6 East Waste Recognition of Equity, note the report.

(2) Council make a favourable adjustment of $39,370 in the fourth budget review 2017-2018 to reflect the increase in forecast equity share as at 30 June 2018.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999* Section 43
- *Local Government (Financial Management) Regulations 2011* Regulation 9

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

Strategy 4.2 Sound Financial Management	The preparation and revision of Budgets as new information comes to hand aids Council in the delivery of its strategy to delivery Sound Financial Management.

Intelligent Community Indicators

3. Innovation	Intelligent Communities pursue innovation through a relationship between business, government and institutions (ie. universities).	The preparation and revision of budgets for East Waste seeks to aid both the Innovation and Advocacy Indicators by having member Councils work together in order to collaboratively deliver environmental health services to our collective communities.
6. Advocacy	Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	

4. REGIONAL IMPACT

East Waste is a Regional Subsidiary of Council formed in partnership with Adelaide Hills Council, City of Burnside, City of Campbelltown, City of Mitcham, City of Norwood, Payneham & St Peters and Town of Walkerville. Its operations serve the communities of all member Councils.

5. COMMUNITY INVOLVEMENT

There has not been any community involvement in the preparation of this report.

6. DISCUSSION

In October 2018, City of Prospect became a member of East Waste for the provision of Councils waste collection services.

East Waste is a Regional Subsidiary of Council formed in partnership with Adelaide Hills Council, City of Burnside, City of Campbelltown, City of Mitcham, City of Norwood, Payneham & St Peters and Town of Walkerville.

East Waste shares are allocated on a formula basis. This same formula is utilised for allocating costs of providing the waste service. This includes items such as number of bin collections and travel time to the district.

Based on comparisons to all member Councils, City of Prospects allocation is 6.02%.

This report is to inform Council of the recognition of City of Prospect's equity into Council's balance sheet. This adjustment will be reflected in the Financial Statements as at 30 June 2018 and also in Council's 2018/2019 revised budget.

Council has received a copy of East Waste's Second Budget Review. The second Budget Review Report is the first issued financial statements after City of Prospect's on-boarding process and the report includes its associated financial transactions.

A copy of the report to the East Waste Board is provided in **Attachments 1-18**.

Financial and Resource Implications

The Second Budget Review provided by East Waste indicates a forecast equity of $654,000 as at 30 June 2018.

As a subsidiary, Council must recognise its share of equity (value) of East Waste in its balance sheet.

As identified above, Council holds an equity share of 6.02%. The value of Councils share is $39,370 ($654,000 x 6.02%).

Council must recognise this amount in the next budget review in preparation for actual recognition in the financial year end process.

7. CONCLUDING STATEMENTS

As a Section 43 regional subsidiary, Council has held financial equity in East Waste since becoming a member in October 2017.

In order to meet necessary financial reporting obligations, Council must recognise its equity share on its balance sheet. This process will be completed as part of the financial year end.

It is prudent to make allowance in Council's budget for this item in advance of it occurring.

ATTACHMENTS

Attachments 1-18: East Waste Second Budget Review 2017/2018

7.1: FINANCIAL REPORT – QUARTER 2 & BUDGET REVIEW TWO

REPORT AUTHOR: General Manager
ATTACHMENTS: A: Profit & Loss Report
B: Business Unit Profit & Loss Report
C: Non-Operating Activities Report
D: Common Fleet Costing Worksheet
E: Statement of Comprehensive Income
F: Balance Sheet
G: Statement of Cash Flow
H: Statement of Changes in Equity
I: Uniform Presentation of Finances Statement

Purpose of the Report
To present to the Board detailed Financial Statements for the December Quarter 2017 and report on Budget Review Two (2) as prescribed by the Regulations.

Background
At the meeting held 29 June 2017, the East Waste Board resolved:

FY18 ANNUAL PLAN & BUDGET ENDORSEMENT

Moved Mr Di Iulio that the 2017/2018 Annual Plan is adopted, and th*at the 2017/2018 Budget is adopted, noting that there will be subsequent changes in Budget Review 1 due to new services coming online early in the new financial year.*
Seconded Mr Barone **Carried**

In accordance with Regulation 9 of the Local Government (Financial Management) Regulations 2011:

1. *A council, council subsidiary or regional subsidiary must prepare and consider the following reports:*
    1. *at least twice, between 30 September and 31 May (both dates inclusive) in the relevant financial year (where at least 1 report must be considered before the consideration of the report under subregulation (1)(b), and at least 1 report must be considered after consideration of the report under subregulation (1)(b))—a report showing a revised forecast of its operating and capital investment activities for the relevant financial year compared with the estimates for those activities set out in the budget presented in a manner consistent with the note in the Model Financial Statements entitled Uniform Presentation of Finances;*
    (b) between 30 November and 15 March (both dates inclusive) in the relevant financial year—a report showing a revised forecast of each item shown in its budgeted financial statements for the relevant financial year compared with estimates set out in the budget presented in a manner consistent with the Model Financial Statements.

The attached statements (refer Attachments A-I) have been prepared in accordance to the above stated regulation.

Attachment

Report
Part One – December Quarter (Q2) 2017

Most significantly, East Waste commenced service for the City of Prospect as a new Member Council at the beginning of the quarter and consolidated other new services commenced in July 2017. As a result this has significantly impacted on the budget and Year to Date actuals. These movements resulted in an operating deficit of $78,533. There are a number of reasons for this and the key variances include:

- **Financial Year 2017 Rebate Payment**: The return to six member Councils for the overcharging of waste collection services in 2017, reduced income by $338,889.

- **Alteration to Invoicing:** During Quarter 2 East Waste moved to consolidated invoicing. Traditionally Member Councils have been invoiced in advance at the start of each Quarter for the core kerbside services and in arrears monthly for street litter and hard waste collections. As a result of improvements to the GPS tracking system and confidence in data, these latter two collection streams are now included in the upfront quarterly common fleet charge.

  This resulted in street litter and hard rubbish costs for November and December 2017 not being charged to the relevant Member Councils until Quarter 3 and a reduction in income of $130,000 for the Quarter 2 period. These funds will be realised in Quarter 3.

- **City of Prospect Biobag Rollout:** The purchase of biobags for every tenement within the City of Prospect cost $80,000, which had not been accounted for or recouped as yet. These funds will be realised in Quarter 3.

- **Employee Terminations:** Three long-term employees terminated their employment with East Waste during the quarter. This resulted in termination payments totalling $36,000.

- **Fringe Benefit Tax:** Payment of $24,000 in historical Fringe Benefit Tax charges which wasn't accounted for in the original budget.

- **Recycling Rebate:** Income from the recycling rebate is approximately $230,000 less Year to Date than expected. The primary rationale for this is explained within Report 8.1**.**

Taking just the reduced income of the Member Council rebate and delayed charging of street litter collection and hard waste charges, results in a reduced income for the quarter of $440,000. Without these variations an operating surplus of $350,000 would be realised which is a very positive quarter result, particularly given the amount of new services and personnel changes.

Attachment

Part Two – Budget Review Two (2)

As noted upon adoption, there have been a number of significant changes to the 2017/18 Annual Plan and Budget. The majority of these occurred as part of Budget Review One. Additional changes have occurred to account for actual and likely expenditure variations. Where changes have occurred, corresponding Administration and Overhead Expenses and/or income streams have been adjusted accordingly. The more significant items include:

- **Green Organics Disposal:** Reduced green organic collection tonnes have resulted in reduced disposal expenditure. This is largely weather related, however collection data to date suggest this will remain consistent for the remainder of the year.

- **Audit & Contamination:** Executive staff have identified there is no need to undertake audits this financial year as part of the SKM recycling contract. An audit may need to be undertaken for the City of Prospect as a new Member Council, hence the retention of $10,000.

- **Equipment Hire**: The decision to retain an additional truck as a spare this financial year has resulted in greater maintenance flexibility and reduced hire costs when multiple breakdowns occur. Improved service scheduling, diligence and workshop oversight has also led to reduced equipment hire.

- **Maintenance -Bins:** Activities and repairs are up across all Councils, which as a generalisation is assumed to be a reflection of the ageing bin stock. In addition an allowance has been made for the previously unaccounted costs associated with the City of Prospect biobag rollout (refer Part 1).

- **Profit from Sale of Fixed Assets:** Income from disposed trucks is accounted for against this line. With the addition of the City of Prospect new trucks were purchased as per the Truck Replacement Asset Management Plan, however no trucks were disposed of.

- **Interest Income:** Interest income at BR2 has been revised down given the lower return on cash deposits held by East Waste. When the budget was originally developed, it was assumed that surplus funds would be deposited in a high interest earning account at the start of the financial year. Once the Treasury Management Policy is adopted by the Board, surplus cash funds will be held in a high interest account which will result in higher returns than currently being achieved.

- **Legal fees** – An additional adjustment has been made to account for the increase incurred in the first half of the year associated with the on-boarding of City of Prospect and legal advice associated with two staff related matters. It is anticipated there will be some preliminary costs incurred this year with the commencement of the Drivers Enterprise Agreement negotiations.

In addition to the above, Members will note that the Common Fleet percentages for the individual Councils has changed again. While under a true common fleet model very minor changes will always occur due to the slight shift in time spent undertaking services, it was identified following Budget Review 1, the City of Prospect percentage share of (8.02%) had been modelled on a full year of operation, rather than the nine months they are a member of the existing financial year. As such the City of Prospect Common Fleet percentage in this Budget Review has been readjusted to 6.02%.

Attachment

East Waste's external accountancy firm Dean Newberry & Partners have prepared the Budget Review financial reports in the prescribed format which details the varied financial papers (refer Attachment A-H). With respect to the Common Fleet Costing Table in Attachment D (refer Attachment D), please note the *Estimated Movement* and *2017/18 Original Budget* column has been removed and Individual Council Movements are represented in more detail on the subsequent pages. These tables track the 2017/18 Annual Plan endorsed financials, through the significant operational changes experienced and using extrapolated figures from BR2 provide an indicative benefit following the integration of the additional services and East Waste operational savings. For many of the reasons outlined above the figures for a few of the Councils at this point in time are not achieving the BDO projected saving, however the Executive are confident that all Member Councils will surpass by the end of the financial year.

The December Quarter 2017 financials along with the 2017/18 Budget Review Two was presented to the Audit and Risk Management Committee meeting on 13 February 2018 and while a number a verbal clarifications were sought, both reports were endorsed for presentation to the Board without change.

RECOMMENDATION

The Board:

1. **Endorse the December Quarter 2017 Financial and 2017/18 Budget Review Two as presented.**

Attachment

Attachment A

EAST WASTE

DETAILED PROJECTED PROFIT & LOSS REPORT (BUDGET)

for the Financial Year Ending 30 June 2018

	FY2018 ACTUAL YTD (July - December)	FY2018 ACTUAL YTD / ADOPTED BUDGET	FY2018 ADOPTED BUDGET (BR1)	FY 2018 PROPOSED BUDGET	FY 2018 ESTIMATED BUDGET MOVEMENT
WASTE COLLECTION ACTIVITIES	$	%	$	$	$
Waste Collection Income					
3Logix Reporting Fee	955	48%	2,000	2,000	-
Administration	115,608	48%	238,921	238,921	-
Bin maintenance/Replacement Bins	78,162	37%	208,665	208,665	-
Bin Supply - AHC	32,289	50%	64,578	64,578	-
2nd Bin Replacement	94,192	105%	90,000	94,000	4,000
G/O Disposal Income	548,985	42%	1,297,988	1,247,988	(50,000)
Green Organics	1,311,625	49%	2,681,808	2,681,808	-
Hard Refuse	199,980	36%	555,781	555,781	-
Hard Refuse Disposal Income	179,438	54%	331,291	331,291	-
Household Refuse	2,191,254	49%	4,427,232	4,427,232	-
Litter	200,626	48%	421,288	421,288	-
Recyclables	1,667,230	49%	3,397,592	3,397,592	-
Recyclables Rebate	169,634	20%	849,862	849,862	-
Waste Disposal Income	40,630	39%	103,081	103,081	-
Member Council Rebate	(307,798)	75%	(408,161)	(408,161)	-
Workers Compensation Rebates	-	0%	-	-	-
Total Income	**6,522,810**		**14,261,926**	**14,215,926**	**(46,000)**
Cost of Operations					
2nd Bin Reimbursement	93,875	103%	91,505	94,000	2,495
Depreciation	904,024	48%	1,892,000	1,892,000	-
Disposal Fees - G/O	545,981	42%	1,297,988	1,247,988	(50,000)
Disposal Fees - Hard	179,816	54%	331,291	331,291	-
Disposal Fees - Waste	44,418	43%	103,081	103,081	-
Audits/Contamination	-	0%	40,000	10,000	(30,000)
Equipment Hire	11,778	23%	50,916	35,000	(15,916)
Fuel; Gas & Oil	537,871	53%	1,012,497	1,012,497	-
Fuel Tax Credits	(126,831)	52%	(241,831)	(241,831)	-
GPS Monthly Tracking	33,368	49%	67,825	67,825	-
Interest Expense	168,550	46%	367,150	367,150	-
Maintenance - Motor Vehicles	15,518	48%	32,535	32,535	-
Maintenance - Trucks	557,896	44%	1,277,130	1,277,130	-
Maintenance - Truck Contract	94,200	44%	213,511	213,511	-
Maintenance - Bins	204,819	75%	273,243	320,000	46,757
Recycling Rebate	169,634	20%	849,862	849,862	-
Registration & Insurance	117,860	46%	256,151	256,151	-
Superannuation	165,186	51%	324,047	324,047	-
Wages & Salaries	2,048,892	50%	4,091,800	4,091,800	-
Wages: Casual Agency	328,452	52%	637,417	637,417	-
Workers' Compensation	72,786	44%	164,532	164,532	-
Total Cost of Operations	**6,168,094**		**13,132,651**	**13,085,987**	**(46,664)**
Waste Collection Operations Surplus / (Deficit)	**354,715**		**1,129,275**	**1,129,939**	**664**

Attachment

EAST WASTE

DETAILED PROJECTED PROFIT & LOSS REPORT (BUDGET)
for the Financial Year Ending 30 June 2018

	FY2018 ACTUAL YTD (July - December)	FY2018 ACTUAL YTD / ADOPTED BUDGET	FY2018 ADOPTED BUDGET (BR1)	FY 2018 PROPOSED BUDGET	FY 2018 ESTIMATED BUDGET MOVEMENT
ADMINISTRATIVE & CORPORATE OVERHEAD ACTIVITIES	$	%	$	$	$
Other Income					
Sundry Income	25,590	244%	10,485	10,485	-
Profit from Sale of Fixed Assets	-	0%	20,000	-	(20,000)
Interest Income	5,878	18%	32,000	13,000	(19,000)
Grant Income	15,000	100%	15,000	15,000	-
Total Other Income	**46,468**		**77,485**	**38,485**	**(39,000)**
Other Administration & Overhead Expenses					
Account Fees	1,508	30%	5,084	3,500	(1,584)
Accounting & Audit	2,308	8%	29,485	29,485	-
Bank Charges	993	47%	2,135	2,135	-
Board Fees	13,200	48%	27,500	27,500	-
Communications	100,876	66%	152,508	152,508	-
Conference	3,883	24%	16,268	8,000	(8,268)
Consulting	41,477	43%	96,421	90,000	(6,421)
Depreciation	3,630	46%	7,910	7,910	-
Education & Training	19,518	64%	30,652	30,652	-
Fire / Security Service	7,586	50%	15,251	15,251	-
Fringe Benefits Tax	38,433	160%	24,000	48,000	24,000
Insurance	10,672	46%	23,369	23,369	-
Kerbside Audits (comparative)	-	0%	30,251	30,251	-
Lease: Two-way Radio	1,710	21%	8,134	8,134	-
Legal Fees	42,413	119%	35,585	50,000	14,415
Licence Fees	4,080	161%	2,542	4,080	1,538
Other Items - Ottoway	27,869	63%	44,282	44,282	-
Outgoings Ottoway Depot	20,619	47%	43,746	43,746	-
Power	17,318	34%	50,328	50,328	-
Printing, Stationery, Postage	37,460	84%	44,348	44,348	-
Promotion & Advertising	8,378	16%	53,590	43,000	(10,590)
Protective Clothing	4,089	22%	18,336	10,000	(8,336)
Provisions	(10,922)	-13%	83,310	83,310	-
Rent - Ottoway	100,329	50%	200,659	200,659	-
Risk Assessment Expenses	-	0%	10,167	-	(10,167)
Staff Amenities	28,778	50%	58,036	58,036	-
Staff Medical	993	98%	1,017	2,000	983
Subscriptions	4,394	202%	2,180	4,400	2,220
Sundry Items	15,080	65%	23,090	23,090	-
Telephone	21,601	47%	45,572	45,572	-
Tools, Minor Equipment	27,702	44%	63,433	63,433	-
Total Administration & Corporate Overhead Expenses	**595,974**		**1,249,186**	**1,246,978**	**(2,209)**
Surplus / (Deficit) Administration & Corporate Overhead Activities	**(549,507)**		**(1,171,701)**	**(1,208,493)**	**(36,791)**
Net Surplus / (Deficit)	**(194,792)**		**(42,426)**	**(78,553)**	**(36,128)**

Attachment

Attachment B

EAST WASTE

DETAILED PROJECTED BUSINESS UNIT PROFIT & LOSS REPORT (BUDGET)

for the Financial Year Ending 30 June 2018

	FY2018	PROPOSED BUDGET FY2018				FY 2018	FY2018
	ADOPTED BUDGET (BR1)	Common Fleet Costing	Bin Maintenance Activities	Corporate Administration	Waste Disposal Activities	ESTIMATED BUDGET MOVEMENT	PROPOSED BUDGET
WASTE COLLECTION ACTIVITIES	$	$	$	$	$	$	$
Waste Collection Income							
3Logix Reporting Fee	2,000	2,000	-	-	-	-	2,000
Administration	238,921	-	-	238,921	-	-	238,921
Bin maintenance/Replacement Bins	208,665	-	208,665	-	-	-	208,665
Bin Supply - AHC	64,578	-	64,578	-	-	-	64,578
2nd Bin Replacement	90,000	-	94,000	-	-	4,000	94,000
G/O Disposal Income	1,297,988	-	-	-	1,247,988	(50,000)	1,247,988
Green Organics	2,681,808	2,681,808	-	-	-	-	2,681,808
Hard Refuse	555,781	555,781	-	-	-	-	555,781
Hard Refuse Disposal Income	331,291	-	-	-	331,291	-	331,291
Household Refuse	4,427,232	4,427,232	-	-	-	-	4,427,232
Litter	421,288	421,288	-	-	-	-	421,288
Recyclables	3,397,592	3,397,592	-	-	-	-	3,397,592
Recyclables Rebate	849,862	-	-	-	849,862	-	849,862
Waste Disposal Income	103,081	-	-	-	103,081	-	103,081
Member Council Rebate	(408,161)	(408,161)	-	-	-	-	(408,161)
Workers Compensation Rebates	-	-	-	-	-	-	-
Total Income	**14,261,926**	**11,077,540**	**367,243**	**238,921**	**2,532,222**	**(46,000)**	**14,215,926**
Cost of Operations							
2nd Bin Reimbursement	91,505	-	94,000	-	-	2,495	94,000
Depreciation	1,892,000	1,892,000	-	-	-	-	1,892,000
Disposal Fees - G/O	1,297,988	-	-	-	1,247,988	(50,000)	1,247,988
Disposal Fees - Hard	331,291	-	-	-	331,291	-	331,291
Disposal Fees - Waste	103,081	-	-	-	103,081	-	103,081
Audits/Contamination	40,000	10,000	-	-	-	(30,000)	10,000
Equipment Hire	50,916	35,000	-	-	-	(15,916)	35,000
Fuel; Gas & Oil	1,012,497	1,012,497	-	-	-	-	1,012,497
Fuel Tax Credits	(241,831)	(241,831)	-	-	-	-	(241,831)
GPS Monthly Tracking	67,825	67,825	-	-	-	-	67,825
Interest Expense	367,150	367,150	-	-	-	-	367,150
Maintenance - Motor Vehicles	32,535	32,535	-	-	-	-	32,535
Maintenance - Trucks	1,277,130	1,277,130	-	-	-	-	1,277,130
Maintenance - Truck Contract	213,511	213,511	-	-	-	-	213,511
Maintenance - Bins	273,243	-	320,000	-	-	46,757	320,000
Recycling Rebate	849,862	-	-	-	849,862	-	849,862
Registration & Insurance	256,151	256,151	-	-	-	-	256,151
Superannuation	324,047	324,047	-	-	-	-	324,047
Wages & Salaries	4,091,800	4,091,800	-	-	-	-	4,091,800
Wages: Casual Agency	637,417	637,417	-	-	-	-	637,417
Workers' Compensation	164,532	164,532	-	-	-	-	164,532
Total Cost of Operations	**13,132,651**	**10,139,765**	**414,000**	**-**	**2,532,222**	**(46,664)**	**13,085,987**
Waste Collection Operations Surplus / (Deficit)	**1,129,275**	**937,775**	**(46,757)**	**238,921**	**-**	**664**	**1,129,939**

Attachment

EAST WASTE

DETAILED PROJECTED BUSINESS UNIT PROFIT & LOSS REPORT (BUDGET)

for the Financial Year Ending 30 June 2018

	FY2018	PROPOSED BUDGET FY2018				FY 2018	FY2018
	ADOPTED BUDGET (BR1)	Common Fleet Costing	Bin Maintenance Activities	Corporate Administration	Waste Disposal Activities	ESTIMATED BUDGET MOVEMENT	PROPOSED BUDGET
ADMINISTRATIVE & CORPORATE OVERHEAD ACTIVITIES	$	$	$	$	$	$	$
Other Income							
Sundry Income	10,485	-	-	10,485	-	-	10,485
Profit from Sale of Fixed Assets	20,000	-	-	-	-	(20,000)	-
Interest Income	32,000	-	-	13,000	-	(19,000)	13,000
Grant Income	15,000	-	-	15,000	-	-	15,000
Total Other Income	**77,485**	**-**	**-**	**38,485**	**-**	**(39,000)**	**38,485**
Other Administration & Overhead Expenses							
Account Fees	5,084	3,500	-	-	-	(1,584)	3,500
Accounting & Audit	29,485	29,485	-	-	-	-	29,485
Bank Charges	2,135	2,135	-	-	-	-	2,135
Board Fees	27,500	27,500	-	-	-	-	27,500
Communications	152,508	152,508	-	-	-	-	152,508
Conference	16,268	8,000	-	-	-	(8,268)	8,000
Consulting	96,421	90,000	-	-	-	(6,421)	90,000
Depreciation	7,910	7,910	-	-	-	-	7,910
Education & Training	30,652	30,652	-	-	-	-	30,652
Fire / Security Service	15,251	15,251	-	-	-	-	15,251
Fringe Benefits Tax	24,000	48,000	-	-	-	24,000	48,000
Insurance	23,369	23,369	-	-	-	-	23,369
Kerbside Audits (comparative)	30,251	30,251	-	-	-	-	30,251
Lease: Two-way Radio	8,134	8,134	-	-	-	-	8,134
Legal Fees	35,585	50,000	-	-	-	14,415	50,000
Licence Fees	2,542	4,080	-	-	-	1,538	4,080
Other Items - Ottoway	44,282	44,282	-	-	-	-	44,282
Outgoings Ottoway Depot	43,746	43,746	-	-	-	-	43,746
Power	50,328	50,328	-	-	-	-	50,328
Printing, Stationery, Postage	44,348	44,348	-	-	-	-	44,348
Promotion & Advertising	53,590	43,000	-	-	-	(10,590)	43,000
Protective Clothing	18,336	10,000	-	-	-	(8,336)	10,000
Provisions	83,310	83,310	-	-	-	-	83,310
Rent - Ottoway	200,659	200,659	-	-	-	-	200,659
Risk Assessment Expenses	10,167	-	-	-	-	(10,167)	-
Staff Amenities	58,036	58,036	-	-	-	-	58,036
Staff Medical	1,017	2,000	-	-	-	983	2,000
Subscriptions	2,180	4,400	-	-	-	2,220	4,400
Sundry Items	23,090	23,090	-	-	-	-	23,090
Telephone	45,572	45,572	-	-	-	-	45,572
Tools, Minor Equipment	63,433	63,433	-	-	-	-	63,433
Total Administration & Corporate Overhead Expenses	**1,249,186**	**1,246,978**	**-**	**-**	**-**	**(2,209)**	**1,246,978**
Surplus / (Deficit) Administration & Corporate Overhead Activities	**(1,171,701)**	**(1,246,978)**	**-**	**38,485**	**-**	**(36,791)**	**(1,208,493)**
Net Surplus / (Deficit)	**(42,426)**	**(309,202)**	**(46,757)**	**277,406**	**-**	**(36,128)**	**(78,553)**

Attachment

Attachment C

EAST WASTE

DETAILED PROJECTED NON OPERATING ACTIVITIES BUDGET

for the Financial Year Ending 30 June 2018

	FY2018 ACTUAL YTD (July - December)	FY2018 ACTUAL YTD / ADOPTED BUDGET	FY2018 ADOPTED BUDGET (BR1)	FY 2018 PROPOSED BUDGET	FY 2018 ESTIMATED BUDGET MOVEMENT
NON OPERATING INCOME	$	%	$	$	$
Member Council Contributions - Highbury Loan	122,018	100%	122,000	122,000	-
Loan Principal - Proceeds from Borrowings	1,971,613	99%	1,996,000	1,971,613	(24,387)
Total Income	**2,093,631**		**2,118,000**	**2,093,613**	**(24,387)**
NON OPERATING EXPENSES					
Capital Expenses					
Fleet Replacement Costs	1,826,480	101%	1,815,250	1,826,480	11,230
Office Furniture & Minor Tools	18,636	11%	170,000	25,000	(145,000)
Bin Maintenance Van	-	0%	-	49,100	49,100
Total Capital Expenses	**1,845,116**		**1,985,250**	**1,900,580**	**(84,670)**
Finance Expenses					
Loan Principal Repayments	765,836	48%	1,604,000	1,604,000	-
Total Finance Payments	**765,836**		**1,604,000**	**1,604,000**	**-**
Total Budgeted Non Operating Activities Surplus / Deficit	**(517,321)**		**(1,471,250)**	**(1,410,967)**	**60,283**

Attachment

Attachment D

EAST WASTE

COMMON FLEET COSTING WORKSHEET (BUDGET)
for the Financial Year Ending 30 June 2018

	2018 $ PROPOSED BUDGET
Total Waste Collection Costs	10,139,766
Total Administrative & Corporate Overhead Costs	1,246,978
Total Expenses Per Profit & Loss	**11,386,743**
Less: Member Council Non-Collection Income	
Administration Income	-
Total Recoverable Collection Costs - Member Councils	**11,386,743**
Add: Additional Charges - Board Approved Surplus Charges	-
Total Recoverable Collection Costs - Member Councils	**11,386,743**

Member Council	C&T %	Estimated Costs to be Allocated
Adelaide Hills Council	22.82%	2,598,455
City of Burnside	17.14%	1,951,688
Campbelltown City Council	19.55%	2,226,108
City of Mitcham	14.43%	1,643,107
City of Norwood Payneham & St Peters	16.55%	1,884,506
City of Prospect	6.02%	685,482
Corporation Town of Walkerville	3.49%	397,397
Total		**11,386,743**

* Note: The *Estimated Movement* column has been removed from the above table and Individual Council Movements are represented in more detail on the following pages.

Attachment

EAST WASTE

COMMON FLEET COSTING WORKSHEET (BUDGET) - PROJECTED 2017/18 MEMBER COUNCIL MOVEMENTS

Financial Year Ending 30 June 2018

Adelaide Hills Council	Adopted 2017/2018 Fees	Fees inc Rear Loader	Fees inc Prospect + Rear Loader (BR2 Actuals)	Movement	Comments
East Waste Equity Loan	$ 18,140.00	$ 18,140.00	$ 16,685.32	-$ 1,454.68	Reduction due to City of Prospect inclusion
Administration Fee Fixed	$ 35,967.00	$ 35,967.00	$ 35,967.00	$ -	
Collection Fees	$ 2,434,014.00	$ 2,631,162.00	$ 2,598,454.85	$ 164,440.85	
Green Organics Processing	$ 125,724.00	$ 125,724.00	$ 114,509.00	-$ 11,215.00	Charged at-cost to Council
At-call Hard Waste Collection	$ 71,914.00	$ -	$ -	-$ 71,914.00	Now included in Common Fleet Costing
Hard Waste Disposal Fees	$ 27,093.00	$ 27,093.00	$ 27,093.00	$ -	Charged at-cost to Council
Litter and Public Place Bin	$ 125,234.00	$ -	$ -	-$ 125,234.00	Now included in Common Fleet Costing
Bin Finance	$ 64,578.00	$ 64,578.00	$ 64,578.00	$ -	
Projected Saving	**$ 2,902,664.00**	**$ 2,902,664.00**	**$ 2,857,287.17**	**-$ 45,376.83**	
F17 Operational Saving				$ 99,895.44	Returned to Council in F18 (exists as reduced income to EW)
Recyclables Income	$ 126,674.00	$ 126,674.00	$ 126,674.00	$ -	
			BDO Report Indicative Saving	$ 57,467.00	

City of Burnside	Adopted 2017/2018 Fees	Fees inc Rear Loader	Fees inc Prospect + Rear Loader (BR2 Actuals)	Movement	Comments
East Waste Equity Loan	$ 23,065.00	$ 23,065.00	$ 21,207.30	-$ 1,857.70	Reduction due to City of Prospect inclusion
Administration Fee Fixed	$ 35,967.00	$ 35,967.00	$ 35,967.00	$ -	
Collection Fees	$ 1,921,222.00	$ 1,997,659.00	$ 1,951,687.83	$ 30,465.83	
Green Organics Processing	$ 222,013.00	$ 222,013.00	$ 213,563.00	-$ 8,450.00	Charged at-cost to Council
At-call Hard Waste Collection	$ 76,437.00	$ -	$ -	-$ 76,437.00	Now included in Common Fleet Costing
Hard Waste Disposal Fees	$ 59,909.00	$ 59,909.00	$ 59,909.00	$ -	Charged at-cost to Council
Projected Saving	**$ 2,338,613.00**	**$ 2,338,613.00**	**$ 2,282,334.13**	**-$ 56,278.87**	
F17 Operational Saving				$ 80,447.90	Returned to Council in F18 (exists as reduced income to EW)
Recyclables Income	$ 151,056.00	$ 151,056.00	$ 151,056.00	$ -	
			BDO Report Indicative Saving	$ 29,286.00	

Attachment 11

EAST WASTE

COMMON FLEET COSTING WORKSHEET (BUDGET) - PROJECTED 2017/18 MEMBER COUNCIL MOVEMENTS

Financial Year Ending 30 June 2018

Campbelltown City Council	Adopted 2017/2018 Fees	Fees inc Rear Loader	Fees inc Prospect + Rear Loader (BR2 Actuals)	Movement	Comments
East Waste Equity Loan	$ 24,195.00	$ 24,195.00	$ 22,250.84	-$ 1,944.16	Reduction due to City of Prospect inclusion
Administration Fee Fixed	$ 35,967.00	$ 35,967.00	$ 35,967.00	$ -	
Collection Fees	$ 2,075,160.00	$ 2,235,404.00	$ 2,226,108.34	$ 150,948.34	
Green Organics Processing	$ 233,775.00	$ 233,775.00	$ 224,155.00	-$ 9,620.00	Charged at-cost to Council
At-call Hard Waste Collection	$ 80,244.00	$ -	$ -	-$ 80,244.00	Now included in Common Fleet Costing
Hard Waste Disposal Fees	$ 56,611.00	$ 56,611.00	$ 56,611.00	$ -	Charged at-cost to Council
Litter and Public Place Bin	$ -	$ 80,000.00	$ -	-$ 80,000.00	Now included in Common Fleet Costing
Projected Saving	**$ 2,505,952.00**	**$ 2,585,952.00**	**$ 2,565,092.18**	**-$ 20,859.82**	
F17 Operational Saving				$ 82,768.58	Returned to Council in F18 (exists as reduced income to EW)
Recyclables Income	$ 158,857.00	$ 158,857.00	$ 158,857.00	$ -	
		BDO Report Indicative Saving		$ 39,264.00	

City of Mitcham	Adopted 2017/2018 Fees	Fees inc Rear Loader	Fees inc Prospect + Rear Loader (BR2 Actuals)	Movement	Comments
East Waste Equity Loan	$ 32,013.00	$ 32,013.00	$ 29,443.37	-$ 2,569.63	Reduction due to City of Prospect inclusion
Administration Fee Fixed	$ 35,967.00	$ 35,967.00	$ 35,967.00	$ -	
Collection Fees	$ 1,570,364.00	$ 1,689,104.00	$ 1,643,107.08	$ 72,743.08	
Green Organics Processing	$ 323,291.00	$ 323,291.00	$ 316,191.00	-$ 7,100.00	Charged at-cost to Council
At-call Hard Waste Collection	$ 118,740.00	$ -	$ -	-$ 118,740.00	Now included in Common Fleet Costing
Hard Waste Disposal Fees	$ 96,883.00	$ 96,883.00	$ 96,883.00	$ -	Charged at-cost to Council
Litter and Public Place Bin	$ -	$ -	$ -	$ -	Now included in Common Fleet Costing
Projected Saving	**$ 2,177,258.00**	**$ 2,177,258.00**	**$ 2,121,591.45**	**-$ 55,666.55**	
F17 Operational Saving				$ 64,189.81	Returned to Council in F18 (exists as reduced income to EW)
Recyclables Income	$ 219,949.00	$ 219,949.00	$ 219,949.00	$ -	
		BDO Report Indicative Saving		$ 25,663.00	

Attachment 12

EAST WASTE

COMMON FLEET COSTING WORKSHEET (BUDGET) - PROJECTED 2017/18 MEMBER COUNCIL MOVEMENTS

Financial Year Ending 30 June 2018

City of NPSP	Adopted 2017/2018 Fees	Fees inc Rear Loader	Fees inc Prospect + Rear Loader (BR2 Actuals)	Movement	Comments
East Waste Equity Loan	$ 20,665.00	$ 20,665.00	$ 18,996.81	-$ 1,668.19	Reduction due to City of Prospect inclusion
Administration Fee Fixed	$ 35,967.00	$ 35,967.00	$ 35,967.00	$ -	
Collection Fees	$ 1,650,332.00	$ 1,874,752.80	$ 1,884,506.04	$ 234,174.04	
Green Organics Processing	$ 159,320.00	$ 159,320.00	$ 151,175.00	-$ 8,145.00	Charged at-cost to Council
At-call Hard Waste Collection	$ -	$ 59,836.80	$ -	-$ 59,836.80	Now included in Common Fleet Costing
Hard Waste Disposal Fees	$	$ 36,163.20		-$ 36,163.20	Charged at-cost to Council
Litter and Public Place Bin	$ 136,660.00	$ -	$ -	-$ 136,660.00	Now included in Common Fleet Costing
Illegal Dumping Collection	$ 27,924.00	$ -	$ -	-$ 27,924.00	
Projected Saving	**$ 2,030,868.00**	**$ 2,126,868.00**	**$ 2,090,644.85**	**-$ 36,223.15**	
F17 Operational Saving				$ 66,777.31	Returned to Council in F18 (exists as reduced income to EW)
Recyclables Income	$ 126,681.00	$ 126,681.00	$ 126,681.00	$ -	
			BDO Report Indicative Saving	$ 25,197.00	

Town of Walkerville	Adopted 2017/2018 Fees	Fees inc Rear Loader	Fees inc Prospect + Rear Loader (BR2 Actuals)	Movement	Comments
East Waste Equity Loan	$ 3,940.00	$ 3,940.00	$ 3,624.32	-$ 315.68	Reduction due to City of Prospect inclusion
Administration Fee Fixed	$ 35,967.00	$ 35,967.00	$ 35,967.00	$ -	
Collection Fees	$ 344,860.00	$ 403,360.00	$ 397,397.35	$ 52,537.35	
Green Organics Processing	$ 36,507.00	$ 36,507.00	$ 34,787.00	-$ 1,720.00	Charged at-cost to Council
At-call Hard Waste Collection	$ 30,527.00	$ -	$ -	-$ 30,527.00	Now included in Common Fleet Costing
Hard Waste Disposal Fees	$ 9,638.00	$ 9,638.00	$ 9,638.00	$ -	Charged at-cost to Council
Litter and Public Place Bin	$ 27,973.00	$ -	$ -	-$ 27,973.00	Now included in Common Fleet Costing
Projected Saving	**$ 489,412.00**	**$ 489,412.00**	**$ 481,413.67**	**-$ 7,998.33**	
F17 Operational Saving				$ 14,081.54	Returned to Council in F18 (exists as reduced income to EW)
Recyclables Income	$ 24,761.00	$ 24,761.00	$ 24,761.00	$ -	
			BDO Report Indicative Saving	$ 6,612.00	

Attachment 13

Attachment E

EAST WASTE
PROJECTED STATEMENT OF COMPREHENSIVE INCOME (BUDGET)
for the Financial Year Ending 30 June 2018

FY 2017 AUDITED ACTUALS $'000		FY 2018 ADOPTED BUDGET $'000	FY 2018 BR1 ADOPTED BUDGET $'000	FY 2018 PROPOSED BUDGET $'000
	INCOME			
13,068	User Charges	13,283	13,899	13,849
30	Investment income	32	32	13
40	Grants, subsidies and contributions	-	15	15
408	Other	320	374	378
13,546	**TOTAL INCOME**	**13,635**	**14,319**	**14,254**
	EXPENSES			
5,164	Employee Costs	4,410	4,580	4,580
6,007	Materials, contracts & other expenses	6,870	7,534	7,486
332	Depreciation, amortisation & impairment	1,850	1,900	1,900
1,724	Finance costs	340	367	367
13,227	**TOTAL EXPENSES**	**13,470**	**14,382**	**14,333**
319	**OPERATING SURPLUS / (DEFICIT)**	**165**	**(62)**	**(79)**
20	Asset disposals & fair value adjustments	20	20	-
339	**NET SURPLUS / (DEFICIT)**	**185**	**(42)**	**(79)**
-	Other Comprehensive Income	-	-	-
339	**TOTAL COMPREHENSIVE INCOME**	**185**	**(42)**	**(79)**

Attachment

Attachment F

EAST WASTE
PROJECTED BALANCE SHEET (BUDGET)
for the Financial Year Ending 30 June 2018

FY 2017 AUDITED ACTUALS $'000		FY 2018 ADOPTED BUDGET $'000	FY 2018 BR1 ADOPTED BUDGET $'000	FY 2018 PROPOSED BUDGET $'000
	ASSETS			
	CURRENT ASSETS			
1,984	Cash & Cash Equivalents	1,747	2,443	2,478
412	Trade & Other Receivables	339	412	412
-	Other Financial Assets	-	-	-
2,396	**TOTAL CURRENT ASSETS**	**2,086**	**2,855**	**2,890**
	NON-CURRENT ASSETS			
6,046	Infrastructure, Property, Plant & Equipment	5,408	6,142	6,047
6,046	**TOTAL NON-CURRENT ASSETS**	**5,408**	**6,142**	**6,047**
8,442	**TOTAL ASSETS**	**7,494**	**8,997**	**8,936**
	LIABILITIES			
	CURRENT LIABILITIES			
826	Trade & Other Payables	926	826	826
1,701	Borrowings	1,501	2,007	2,007
491	Provisions	635	574	574
3,018	**TOTAL CURRENT LIABILITIES**	**3,062**	**3,407**	**3,407**
	NON-CURRENT LIABILITIES			
4,741	Borrowings	3,742	4,827	4,803
72	Provisions	111	72	72
4,813	**TOTAL NON-CURRENT LIABILITIES**	**3,853**	**4,899**	**4,875**
7,831	**TOTAL LIABILITIES**	**6,915**	**8,306**	**8,282**
611	**NET ASSETS**	**579**	**691**	**654**
	EQUITY			
611	Accumulated Surplus	579	691	654
611	**TOTAL EQUITY**	**579**	**691**	**654**

Attachment

Attachment G

EAST WASTE
PROJECTED STATEMENT OF CASH FLOWS (BUDGET)
for the Financial Year Ending 30 June 2018

FY 2017 AUDITED ACTUALS $'000		FY 2018 ADOPTED BUDGET $'000	FY 2018 BR1 ADOPTED BUDGET $'000	FY 2018 PROPOSED BUDGET $'000
	CASH FLOWS FROM OPERATING ACTIVITIES			
	RECEIPTS			
13,465	Operating Receipts	14,964	15,716	15,666
28	Investment Receipts	32	32	13
	PAYMENTS			
(5,279)	Employee costs	(4,411)	(4,580)	(4,580)
(7,063)	Materials, contracts & other expenses	(8,148)	(8,880)	(8,826)
(320)	Interest Payments	(340)	(367)	(367)
831	**NET CASH PROVIDED BY (OR USED IN) OPERATING ACTIVITIES**	2,097	1,921	1,905
	CASH FLOWS FROM INVESTING ACTIVITIES			
	RECEIPTS			
104	Sale of Replaced Assets	20	20	-
	PAYMENTS			
(2,522)	Expenditure on Renewal/Replaced Assets	(1,500)	(1,996)	(1,901)
-	Expenditure of New/Upgraded Assets	-	-	-
-	Distribution to Councils	-	-	-
(2,418)	**NET CASH PROVIDED BY (OR USED IN) INVESTING ACTIVITIES**	(1,480)	(1,976)	(1,901)
	CASH FLOWS FROM FINANCING ACTIVITIES			
	RECIEPTS			
122	Capital Contributed by Member Councils	122	122	122
1,926	Proceeds from Borrowings	-	1,996	1,972
	PAYMENTS			
(1,275)	Repayment of Borrowings	(1,522)	(1,604)	(1,604)
773	**NET CASH PROVIDED BY (OR USED IN) FINANCING ACTIVITIES**	(1,400)	514	490
(814)	**NET INCREASE (DECREASE) IN CASH HELD**	(783)	459	494
2,798	**CASH & CASH EQUIVALENTS AT BEGINNING OF PERIOD**	2,530	1,984	1,984
1,984	**CASH & CASH EQUIVALENTS AT END OF PERIOD**	1,747	2,443	2,478

Attachment

Attachment H

EAST WASTE
PROJECTED STATEMENT OF CHANGES IN EQUITY (BUDGET)
for the Financial Year Ending 30 June 2018

FY 2017 AUDITED ACTUALS $'000		FY 2018 ADOPTED BUDGET $'000	FY 2018 BR1 ADOPTED BUDGET $'000	FY 2018 PROPOSED BUDGET $'000
150	**BALANCE AT END OF PREVIOUS REPORTING PERIOD**	272	611	611
339	Net Surplus / (Deficit) for Year	185	(42)	(79)
122	Contributed Equity	122	122	122
-	Distribution to Councils	-	-	-
611	**BALANCE AT END OF REPORTING PERIOD**	**579**	**691**	**654**

Attachment

Attachment I

EAST WASTE
PROJECTED UNIFORM PRESENTATION OF FINANCES STATEMENT (BUDGET)
for the Financial Year Ending 30 June 2018

FY2017 AUDITED ACTUALS $'000		FY 2018 ADOPTED BUDGET $'000	FY 2018 BR1 ADOPTED BUDGET $'000	FY 2018 PROPOSED BUDGET $'000
13,546	Income	13,635	14,319	14,254
13,227	Expenses	13,470	14,382	14,333
319	**Operating Surplus / (Deficit)**	165	(62)	(79)
	less Net Outlays on Existing Assets			
2,522	Capital Expenditure on Renewal and Replacement of Existing Assets	1,500	1,996	1,901
(332)	Depreciation, Amortisation and Impairment	(1,850)	(1,900)	(1,900)
(104)	Proceeds from Sale of Replaced Assets	(20)	(20)	-
2,086		(370)	76	1
	Less Net Outlays on New and Upgraded Assets			
-	Capital Expenditure on New and Upgraded Assets	-		-
-	Amounts Specifically for New and Upgraded Assets	-		-
-	Proceeds from Sale of Surplus Assets	-		-
-		-	-	-
(1,767)	**NET LENDING / (BORROWING) FOR FINANCIAL YEAR**	535	(139)	(80)

Attachment

AGENDA ITEM NO.: **14.7**

TO: Council on 24 April 2018

DIRECTOR: Ginny Moon, Director Corporate Services

REPORT AUTHOR: Chris Birch, Manager Financial Services

SUBJECT: Eastern Health Authority Second Budget Review 2017 - 2018

1. EXECUTIVE SUMMARY

Eastern Health Authority Inc (EHA) is a Regional Subsidiary of Council formed in partnership with City of Burnside, City of Campbelltown, City of Norwood, Payneham & St Peters and Town of Walkerville.

For the 2017-2018 EHA projected revised budget, Council's estimated share of equity is 13.65%. Council's share of equity was projected in Council's revised budget to be $44,447 (up from $43,926 as at 30 June 2017). EHA's second budget review further increased Council's equity to $46,085.

EHA have requested approval for a variation to their budget, due to adjustments as outlined in **Attachment 3**.

The new budget review, estimates changes to EHA's operating budget from the first budget review. These adjustments are a net $12,000 favourable to EHA's budget.

The adjustments made in EHA's Second Budget Review 2017-2018 will require a favourable adjustment of $1,638 in Council's own operating and balance sheet budget to reflect the increase in equity share forecast as at 30 June 2018. This adjustment will be made in the Third Budget Review.

2. RECOMMENDATION

(1) Council having considered Item 14.7 Eastern Health Authority Second Budget Review 2017-2018, approve the adjustments to Eastern Health Authority's Budget.

(2) Council write to the Eastern Health Authority advising them of this approval.

(3) Council make a favourable adjustment of $1,638 in the third budget review 2017-2018 to reflect the reduction in forecast equity share as at 30 June 2018.

3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999* Section 43
- *Local Government (Financial Management) Regulations 2011* Regulation 9

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

Strategy 4.2 Sound Financial Management	The revision of Budgets as new information comes to hand aids Council in the delivery of its strategy to delivery Sound Financial Management.

Intelligent Community Indicators

3. Innovation	Intelligent Communities pursue innovation through a relationship between business, government and institutions (ie. universities).	The preparation and revision of budgets for EHA seeks to aid both the Innovation and Advocacy Indicators by having member Councils work together in order to collaboratively deliver environmental health services to our collective communities.
6. Advocacy	Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	

4. REGIONAL IMPACT

EHA is a Regional Subsidiary of Council formed in partnership with City of Burnside, City of Campbelltown, City of Norwood, Payneham & St Peters and Town of Walkerville. Its operations serve the communities of all member Councils.

5. COMMUNITY INVOLVEMENT

The preparation of budget reviews has not had any community involvement either by City of Prospect, other Member Councils or EHA.

EHA has written to all member Council's seeking approval.

6. DISCUSSION

In accordance with regulation 9 of the *Local Government (Financial Management) Regulations 2011*, a regional subsidiary of a council must prepare and consider at least three separate budget review reports annually.

In the event that its budget requires amendment, EHA must seek approval from Constituent (member) Council's pursuant to clause 25 (3) of Schedule 2 of the *Local Government Act 1999.*

At its meeting held on 21 February 2018, the EHA Board was presented with the Second Budget Review for 2017-2018. It resolved to write to member Council's requesting approval as presented.

A written request for approval of an amendment has subsequently been received from EHA. A copy of the covering letter, report and subsequent resolution which detail the proposed variations is provided as **Attachments 1 – 13**.

The amendment has been requested due to adjustments as outlined in **Attachment 3**. These adjustments area as follows:

- Increase in Immunisation Clinic Income - $50k favourable
- Increase in Vaccine consumables for additional clinics - $30k unfavourable
- Website Upgrade - $8k unfavourable

Before EHA can adopt the budget amendments, approval must be obtained from all constituent Council's.

Financial and Resource Implications

As at 30 June 2017, Council owned a 13.65% share in the EHA subsidiary, formed in partnership under the *Local Government Act 1999* Section 43. Council's share of equity at this time equated to $43,926.

For the 2017-2018 EHA projected revised budget, Council's estimated share of equity to remain static at 13.65%. Council's share of equity is projected to be $46,085. Council has already included a projection of $44,447 in its budget. It requires a favourable increase of Share of JV Profit of $1,638 in order to correctly reflect the revised budget projection. The adjustment of $1,638 will need to be included in Council's own Third Budget Review. This budget review is simultaneously included in this agenda.

A summary of the adjustments to year to date is as follows (Ginny: please describe each below either favourable or unfavourable. I am assuming bracket is unfavourable):

	Fav/(Unfav)	
City of Prospect Equity as at 30/6/2017		$43,926
EHA Original Budget	$4,694	
EHA First Budget Review	($4,173)	
EHA Second Budget Review	$1,638	
Net favourable adjustment	$2,159	
City of Prospect Proposed Equity as at 30/6/2018		$46,085

7. CONCLUDING STATEMENTS

Although individually unfavourable, the end position of EHA's second budget review still forecasts a net favourable position of $2,159 to Council's forecast in equity share as at 30 June 2018 compared to 30 June 2017.

The recommendation seeks Council to provide approval to EHA for their requested adjustment, as well as make adjustment to its own budget to reflect the reduction in forecast equity share at the third budget review (BR3).

ATTACHMENTS

Attachments 1-13: Eastern Health Authority (EHA) Second Budget Review 2017/2018

EASTERN HEALTH AUTHORITY

101 Payneham Road,
St Peters SA 5069

PO Box 275
Stepney SA 5069

T 8132 3600 / F 8132 3623
eha@eha.sa.gov.au

www.eha.sa.gov.au
ABN 52 535 526 438

Our Ref: AF17/22

28 February 2018

Ms Cate Hart
Chief Executive Officer
City of Prospect
PO Box 171
PROSPECT SA 5082

Dear Cate

RE: Eastern Health Authority (EHA) Second Budget Review for 2017/2018

In accordance with regulation 9 of the Local Government (Financial Management) Regulations 2011, a regional subsidiary of a council must prepare and consider at least three separate budget review reports annually. The reports are required to comply with sub regulation 1 (a) and (b) in terms of content and timing.

In the event that its budget requires amendment, EHA must seek approval from the Constituent Councils pursuant to clause 25 (3) of Schedule 2 of the Local Government Act. A written request for the approval of the amendments must be sent to all Constituent Councils which must be accompanied by the proposed amendments. If the Constituent Councils grant approval then EHA may officially resolve to amend the budget and upon making that resolution, the amended budget will be effective.

At EHA's Board of Management meeting held on 21 February 2018, a Budget Review report was presented to members. The report requested a number of variations to the revised budget. The net result of the variations is a 12K improvement in the estimated budget result. The revised budget result is a surplus of 12K. Please find enclosed a copy of the report and subsequent resolutions which detail the proposed variations.

The Board of Management resolved at the meeting that I correspond with the Constituent Councils requesting that the amended budget resulting from these variations be approved. If approval is received from all Constituent Councils a report to the Board of Management will be made requesting the official adoption of the amended budget.

It would be appreciated if the budget review is considered by your council and a response provided to EHA prior to 18 April 2018 so that EHA is in a position to consider its final budget review for the financial year.

If you need any more information or would like to discuss this further, please contact me on telephone 8132 3611.

Yours sincerely

Michael Livori
Chief Executive Officer

Attachment

6.2 FINANCE REPORT AND SECOND (DECEMBER 2017) BUDGET REVIEW FOR 2017/2018

Author: Michael Livori
Ref: AF17/22

Summary

So that members can ensure that Eastern Health Authority (EHA) is operating according to its adopted budget, financial performance is regularly monitored and statutory budget reviews are considered.

In accordance with regulation 9 of the *Local Government (Financial Management) Regulations 2011,*

(1) A council, council subsidiary or regional subsidiary must prepare and consider the following reports:

(a) at least twice, between 30 September and 31 May (both dates inclusive) in the relevant financial year (where at least 1 report must be considered before the consideration of the report under sub regulation (1)(b), and at least 1 report must be considered after consideration of the report under sub regulation (1)(b))—a report showing a revised forecast of its operating and capital investment activities for the relevant financial year compared with the estimates for those activities set out in the budget presented in a manner consistent with the note in the Model Financial Statements entitled Uniform Presentation of Finances;

(b) between 30 November and 15 March (both dates inclusive) in the relevant financial year—a report showing a revised forecast of each item shown in its budgeted financial statements for the relevant financial year compared with estimates set out in the budget presented in a manner consistent with the Model Financial Statements.

This report provides the second of the budget reviews required in accordance with regulation 9 (1) and relates to the financial performance of EHA between 1 July 2017 and 31 December 2017. It provides the opportunity to amend the adopted budget in line with revised projections of income and expenditure for the 2017/2018 financial year.

Report

The report below gives a simple analysis of year to date income, expenditure and operating result.

Eastern Health Authority - Financial Statement (Level 3) 1 July 2017 to 31 December 2017				
	Actual	Budgeted	$ Variation	% Variation
Total Income	$ 1,151,932	$ 1,113,938	$ 37,995	3%
Total Expenditure	$ 1,192,998	$ 1,208,318	$ (15,320)	-1%
Operating Result	$ (41,066)	$ (94,380)	$ 53,314	

Attachment Page 1

The report shows that for the reporting period income was $37,995 (3.0%) more than budgeted and expenditure was $15,320 (-1%) less than budgeted.

The net result is a variation of **$53,314** on the budgeted year to date comparative operating result.

A more detailed report is provided as attachment 1. The report provides detail on year to date performance of individual budget lines. Any YTD variation greater than $5,000 is detailed in the table below with explanatory comments. A number of variations to the current budget are requested and detailed in the table below.

Summary Table of Funding Statement Variations

Favourable variances are shown in **green** and **unfavourable** variances are shown in **red**.

Description	YTD Budget	YTD Actual	Variation	Comment
Income				
Fines and Expiations	$22,500	$14,214	**($8,786)**	Decrease in YTD expiations issued. No variation requested at this point in time.
Immunisation Clinic Vaccines	$30,000	$70,712	**$40,712**	Increase in Men B purchased at clinics. Partly offset by increase in vaccine expenditure. **50K** variation requested.
Food Auditing	$29,002	$38,430	**$9,428**	Timing of Audits. No variation requested at this point in time.
Sundry Income	$3,000	$9,498	**$6,498**	Income received for participation in STARRS immunisation study. **8K** variation requested
Expenditure				
Salaries	$733,500	$709,084	**($24,415)**	Delay in replacement of staff. No variation requested at this point in time
Immunisation Clinic Vaccines	$25,004	$46,988	**$21,984**	Increase in Men B purchased at clinics. Offset by increase in vaccine income. **30K** variation requested.
Website Upgrade	$0	$8,000	**$8,000**	Improvements and development of onsite immunisation booking systems. Offset by STARRS immunisation income **8K** variation requested.

The operating budget variations requested in relation to the above table see an increase in income of $50K and an increase in expenditure of $38K.

Attachment

The net result of the variations is a 12K improvement in the estimated budget result. The revised budget result is a surplus of 12K.

It is requested that the variations resulting from the changes to operating budget lines are incorporated into a revised budget for 2017/2018. A summary of the variations requested within the budget are provided in the following table.

Revised Statement of Comprehensive Income				
	Current Budget	Variation	Revised Budget	Comment
Income				
User Charges	324,000	50,000	374,000	
Total Income	2,494,870	50,000	2,544,870	
Expenses				
Material, contracts and other expenses	742,700	38,000	785,200	
Total Expenses	2,494,870	38,000	2,532,870	
Operating Surplus/ Deficit	0	12,000	12,000	
Revised Statement of Cash Flows				
	Current Budget	Variation	Revised Budget	Comment
Cash Flows from Operating Activities				
Net Cash Provide/(Used) by Operating Activities	40,000	12,000	52,000	
Net Increase (Decrease) in Cash Held	(21,440)	12,000	(9,440)	
Cash and Equivalents at End of Reporting Period	642,667	12,000	654,667	
Revised Statement of Financial Position				
	Current Budget	Variation	Revised Budget	Comment
Current Assets				
Cash and cash Equivalents	642,667	12,000	654,667	
Total Assets	1,102,220	12,000	1,132,220	
Net Assets	325,619	12,000	337,619	
Equity				
	Current Budget	Variation	Revised Budget	Comment
Accumulated Surplus/(Deficit)	325,619	12,000	337,619	
Total Equity	325,619	12,000	337,619	

Attachment

Revised Statement of Change in Equity				
	Current Budget	**Variation**	**Revised Budget**	**Comment**
Accumulated Surplus				
Net Surplus/(Deficit)	**0**	**12,000**	**12,000**	
Balance at End of Period	**325,619**	**12,000**	**337,619**	
Total Equity	**325,619**	**12,000**	**337,619**	

Included as Attachment 2 is a copy of the revised 2017/2018 Budget which include the:

- Revised Statement of Comprehensive Income
- Revised Statement of Cash flows
- Revised Statement of Financial Position
- Revised Statement of Changes in Equity

A Bank Reconciliation and Available Funds report for the period ending 31 December 2017 is provided as attachment 3. It shows that at 31 December 2017 available funds were $132,927 in comparison with $628,839 on 30 September 2017.

Pursuant to clause 25 (3) of Schedule 2 of the Local Government Act, EHA must seek approval from its Constituent Councils before amending its budget. A written request for the approval of the amendments must be sent to all Constituent Councils which must be accompanied by the proposed amendments.

If the Constituent Councils grant approval then EHA may officially resolve to amend the budget and upon making that resolution, the amended budget will be effective.

RECOMMENDATION

That:

1. The Finance Report and Second (December 2017) Budget Review Report for 2017/2018 be received.

2. Correspondence is forwarded to EHA's Constituent Councils requesting that the amendments to the 2017/2018 Budget as detailed in attachment 2 are approved.

Attachment

Eastern Health Authority - Financial Statement (Level 3) 1 July 2017 to 31 December 2017				
Income	Actual	Budgeted	**$ Variation**	**% Variation**
Constituent Council Income				
City of Burnside	$212,110	$212,110	**$0**	**0%**
City of Campbelltown	$203,164	$203,164	**$0**	**0%**
City of NPS	$256,026	$256,026	**$0**	**0%**
City of Prospect	$112,735	$112,735	**$0**	**0%**
Town of Walkerville	$56,400	$56,400	**$0**	**0%**
Total Constituent Council Contributions	**$ 840,435**	**$ 840,435**	**$ -**	**0%**
Statutory Charges				
Food Inspection fees	$45,759	$48,000	**(-$2,241)**	**-5%**
Legionella registration and Inspection	$8,745	$7,004	**$1,741**	**25%**
SRF Licenses	$0	$0	**$0**	**0%**
Fines	$14,214	$22,500	**(-$8,286)**	**-37%**
Total Statutory Charges	**$ 68,718**	**$ 77,504**	**$ (8,786)**	**-11%**
User Charges				
Immunisation - non funded vaccines	$71,493	$30,000	**$40,713**	**136%**
Immunisation - Worksites	$2,587	$0	**$2,587**	**NA**
Food Auditing	$38,431	$36,000	**$2,431**	**7%**
City of Unley	$44,452	$47,000	**(-$2,548)**	**-5%**
Total User Charges	**$ 156,962**	**$ 113,000**	**$43,182**	**38%**
Grants, Subsidies, Contributions				
School Based immunisation Program	$43,328	$43,328	**$0**	**0%**
Child Immunisation register	$23,251	$26,667	**(-$3,416)**	**-13%**
Total Grants, Subsidies, Contributions	**$ 66,579**	**$ 69,995**	**$ (3,416)**	**$ (0)**
Investment Income				
Interest on investments	$5,015	$7,500	**(-$2,485)**	**-33%**
Total Investment Income	**$ 5,015**	**$ 7,500**	**$ (2,485)**	**$ (0)**
Other Income				
Motor Vehicle re-imbursements	$4,725	$2,504	**$2,221**	**89%**
Sundry Income	$9,498	$3,000	**$6,498**	**217%**
Total Other Income	**$ 14,223**	**$ 5,504**	**$8,719**	**158%**
Total of non Constituent Council Income	**$ 311,497**	**$ 273,503**	**$37,995**	**14%**
Total Income	**$ 1,151,932**	**$ 1,113,938**	**$37,995**	**3%**

Attachment 1

Eastern Health Authority - Financial Statement (Level 3) 1 July 2017 to 31 December 2017				
Expenditure	**Actual**	**Budgeted**	**$ Variation**	**% Variation**
Employee Costs				
Salaries & Wages	$723,069	$751,500	$ (28,431)	$0.06
Superanuation	$65,727	$68,504	$ (2,777)	-4%
Workers Compensation	$7,980	$8,500	$ (520)	-6%
Total Employee Costs	**$ 796,776**	**$ 828,504**	$ (31,728)	-4%
Prescribed Expenses				
Auditing and Accounting	$17,335	$17,000	$ 335	2%
Insurance	$14,055	$13,500	$ 555	4%
Maintenance	$13,223	$17,004	$ (3,781)	-22%
Vehicle Leasing/maintenance	$39,394	$38,008	$ 1,386	4%
Total Prescribed Expenses	**$ 84,007**	**$ 85,512**	$ (1,505)	-13%
Rent and Plant Leasing				
Electricity	$4,136	$5,002	$ (866)	-17%
Plant Leasing Photocopier	$2,067	$1,604	$ 463	29%
Rent	$50,878	$51,502	$ (624)	-1%
Water	$62	$250	$ (188)	-75%
Gas/Emergency Services Levy	$1,908	$1,000	$ 295	30%
Total Rent and Plant Leasing	**$ 59,051**	**$ 59,358**	$ (920)	-2%
IT Licensing and Support				
IT Licences	$38,077	$40,004	$ (1,927)	-5%
IT Support	$17,283	$19,500	$ (2,217)	-11%
Internet	$5,100	$5,002	$ 98	2%
IT Other	$153	$1,004	$ (851)	-85%
Total IT Licensing and Support	**$ 60,612**	**$ 65,510**	$ (4,898)	-7%
Administration				
Administration Sundry	$1,742	$3,502	$ (1,760)	-50%
Accreditation Fees	$2,763	$1,978	$ 785	40%
Board of Management	$11,978	$9,335	$ 2,643	28%
Bank Charges	$2,369	$1,500	$ 869	58%
Public Health Sundry	$1,826	$2,504	$ (678)	-27%
Fringe Benefits Tax	$9,590	$10,004	$ (414)	-4%
Health promotion	$720	$5,002	$ (4,282)	-86%
Legal	$12,282	$10,004	$ 2,278	23%
Printing & Stationery & Postage	$9,135	$12,000	$ (2,865)	-24%
Telephone	$7,880	$8,502	$ (622)	-7%
Work Health Safety & Injury Management	$1,879	$3,000	$ (1,121)	-37%
Rodenticide	$1,116	$1,004	$ 112	11%
Staff Amenities	$1,757	$3,502	$ (1,745)	-50%
Staff Training	$8,550	$11,002	$ (2,453)	-22%
Human Resource Sundry	$6,957	$8,002	$ (1,045)	-13%
Doubtful Debts Expense	$541	$0	$ 541	NA
Total Administration	**$ 81,085**	**$ 90,841**	$ (9,756)	-11%

Attachment 1

Eastern Health Authority - Financial Statement (Level 3) 1 July 2017 to 31 December 2017				
Expenditure	**Actual**	**Budgeted**	**$ Variation**	**% Variation**
Immunisation				
Immunisation SBP Consumables	$3,763	$6,000	$ (2,237)	-37%
Immunisation clinic vaccines	$52,034	$25,004	$ 27,030	108%
Immunisation worksite vaccines	$2,524	$0	$ 2,524	NA
Total Immunisation	**$ 58,321**	**$ 31,004**	**$ 27,317**	**88%**
Uniforms/Income protection				
Income Protection	$17,822.00	$17,000.00	$ 822	5%
Total Uniforms/Income protection	**$ 17,822**	**$ 17,000**	**$ 822**	**5%**
Sampling				
Legionella Testing	$3,401.00	$1,500.00	$ 1,901	127%
Food Sampling	$0.00	$502.00	$ (502)	-100%
Total Sampling	**$ 3,401**	**$ 2,002**	**$ 1,399**	**70%**
New Initiatives				
Website Upgrade	$4,678	$0	$ 4,678	NA
Total New Initiatives	**$ 4,678**	**$ -**	**$ 4,678**	**0%**
Total Materials, contracts and other expense	**$ 368,978**	**$ 351,227**	**$ 17,138**	**5%**
Depreciation	**$ 18,301**	**$ 20,002**	**$ (1,701)**	**-9%**
Finance Costs	**$ 8,344**	**$ 8,585**	**$ 359**	**4%**
Total Operating Expenditure	**$ 1,192,998**	**$ 1,208,318**	**$ (15,320)**	**-1%**
Total Operating Income	**$ 1,151,932**	**$ 1,113,938**	**$ 37,995**	**3%**
Operating Result	**$ (41,066)**	**$ (94,380)**	**$ 53,314**	

Attachment

EASTERN HEALTH AUTHORITY STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2018

Actual 2016/2017		ADOPTED BUDGET 2017/2018	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2017/2018
	INCOME				
1,641,055	Council Contributions	1,680,870	-	-	1,680,870
155,492	Statutory Charges	167,000	-	-	167,000
294,343	User Charges	299,000	25,000	50,000	374,000
270,990	Grants, subsidies and contributions	297,000	-	-	297,000
11,598	Investment Income	15,000	-	-	15,000
11,767	Other Income	11,000	-	-	11,000
2,385,245	TOTAL INCOME	2,469,870	25,000	50,000	2,544,870
	EXPENSES				
1,623,390	Employee Costs	1,695,000	-	-	1,695,000
699,827	Materials, contracts and other expenses	717,700	25,000	38,000	780,700
18,756	Finance Charges	17,170	-	-	17,170
55,286	Depreciation	40,000	-	-	40,000
2,397,259	TOTAL EXPENSES	2,469,870	25,000	38,000	2,532,870
(12,014)	Operating Surplus/(Deficit)	-	-	12,000	12,000
	Net gain (loss) on disposal of assets	-	-	-	-
(12,014)	Net Surplus/(Deficit)	-	-	12,000	12,000

Attachment

EASTERN HEALTH AUTHORITY STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED 30 JUNE 2018

Actual 2016/2017		ADOPTED BUDGET 2017/2018	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2017/2018
	CASHFLOWS FROM OPERATING ACTIVITIES				
	Receipts				
1,805,161	Council Contributions	1,680,870	-	-	1,680,870
155,492	Fees & other charges	167,000	-	-	167,000
404,589	User Charges	299,000	25,000	50,000	374,000
11,598	Investment Receipts	15,000	-	-	15,000
298,296	Grants utilised for operating purposes	297,000	-	-	297,000
12,944	Reimbursements	11,000	-	-	11,000
	Payments				
(1,598,305)	Employee costs	(1,695,000)	-	-	(1,695,000)
(906,594)	Materials, contracts & other expenses	(717,700)	(25,000)	(38,000)	(780,700)
(19,984)	Interest Expense	(17,170)	-	-	(17,170)
163,197	Net Cash Provided/(Used) by Operating Activities	40,000	-	12,000	52,000
	CASH FLOWS FROM FINANCING ACTIVITIES				
-	Loans Received	-	-	-	-
(58,623)	Loan Repayments	(61,440)	-	-	(61,440)
(58,623)	Net Cash Provided/(Used) by Financing Activities	(61,440)	-	-	(61,440)
	CASH FLOWS FROM INVESTING ACTIVITIES				
	Receipts				
	Sale of Replaced Assets	-	-	-	-
	Payments				-
(21,494)	Expenditure on renewal / replacements of assets	-	-	-	-
-	Expenditure on new / upgraded assets	-	-	-	-
-	Distributions paid to constituent Councils	-	-	-	-
(21,494)	Net Cash Provided/(Used) by Investing Activities	-	-	-	-
83,080	NET INCREASE (DECREASE) IN CASH HELD	(21,440)	-	12,000	(9,440)
581,155	CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORTING PERIOD	572,903	91,204	-	664,107
664,107	CASH AND CASH EQUIVALENTS AT END OF REPORTING PERIOD	551,463	91,204	12,000	654,667

Attachment

EASTERN HEALTH AUTHORITY STATEMENT OF FINANCIAL POSITION
FOR THE YEAR ENDED 30 JUNE 2018

Actual 2016/2017		ADOPTED BUDGET 2017/2018	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2017/2018
	CURRENT ASSETS				
664,107	Cash and Cash Equivalents	551,463	91,204	12,000	654,667
129,625	Trade & Other Receivables	158,026	(28,401)	-	129,625
793,732	TOTAL CURRENT ASSETS	709,489	62,803	12,000	784,292
	NON-CURRENT ASSETS				
387,928	Equipment	353,349	(5,421)	-	347,928
387,928	TOTAL NON-CURRENT ASSETS	353,349	(5,421)	-	347,928
1,181,660	TOTAL ASSETS	1,062,838	57,382	12,000	1,132,220
	CURRENT LIABILITIES				
138,358	Trade & Other Payables	95,855	42,503	-	138,358
305,844	Provisions	259,008	46,836	-	305,844
61,440	Borrowings	58,623	2,817	-	61,440
505,642	TOTAL CURRENT LIABILITIES	413,486	92,156	-	505,642
	NON-CURRENT LIABILITIES				
35,264	Provisions	33,207	2,057	-	35,264
315,135	Borrowings	256,512	(2,817)	-	253,695
350,399	TOTAL NON-CURRENT LIABILITIES	289,719	(760)	-	288,959
856,041	TOTAL LIABILITIES	703,205	91,396	-	794,601
288,090	NET CURRENT ASSETS/(CURRENT LIABILITIES)	296,003	(29,353)	12,000	278,650
325,619	NET ASSETS	359,633	(34,014)	12,000	337,619
	EQUITY				
325,619	Accumulated Surplus/(Deficit)	359,633	(34,014)	12,000	337,619
325,619	TOTAL EQUITY	359,633	(34,014)	12,000	337,619

Attachment

EASTERN HEALTH AUTHORITY STATEMENT OF CHANGES IN EQUITY

FOR THE YEAR ENDED 30 JUNE 2018

Actual 2016/2017		ADOPTED BUDGET 2017/2018	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2017/2018
	ACCUMULATED SURPLUS				
337,633	Balance at beginning of period	359,633	(34,014)	-	325,619
(12,014)	Net Surplus/(Deficit)	-	-	12,000	12,000
-	Distribution to Constituent Councils	-	-	-	-
325,619	BALANCE AT END OF PERIOD	359,633	(34,014)	12,000	337,619

Attachment

Eastern Health Authority

Bank Reconciliation as at 31 December 2017

Bank SA Account No. 141/0532306840

Balance as per Bank Statement 31 December 2017		$55,263.96
Plus Outstanding cheques	$ -	
Add Outstanding deposits	$ -	
BALANCE PER General Ledger		$55,263.96

GST October - December 2017

GST Collected	$9,584.25
GST Paid	$15,760.72
Net GST Claimable (Payable)	-$6,176.47

Funds Available September 2017

Account	31-Dec-17	30-Sep-17	Variance
Bank SA Cheque Account	$ 55,264	$ 54,390	$ 874
Local Government Finance Authority	$ 430,349	$ 997,967	-$ 567,618
Net GST Claimable (Payable)	-$ 6,176.47	-$ 70,793.54	$ 64,617
Long Service Leave Provision	-$ 199,267	-$ 203,923	$ 4,656
Annual Leave Provision	-$ 147,242	-$ 148,800	$ 1,558
TOTAL FUNDS	**$ 132,927**	**$ 628,839**	**-$ 495,912**

Attachment

AGENDA ITEM NO.: **14.8**

TO: Council on 24 April 2018

DIRECTOR: Cate Hart, Chief Executive Officer

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

SUBJECT: Delegations to the Eastern Health Authority Inc.

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1. EXECUTIVE SUMMARY

This report seeks the Council's approval and adoption of City of Prospects' delegations to the Eastern Health Authority Incorporated (EHA).

To ensure accuracy in the making of Delegations, Council's approach is to revoke all of the delegations that exist at the time of the review and put new delegations in place for all Acts, including proposed changes.

Council staff recommends revoking and making new delegations in relation to all delegations to the Eastern Health Authority Inc. and provide the following table outlining the **summary of changes** included in the attached Instruments of Delegation:

Instrument of Delegation	Change	Summary
Expiation of Offences Act 1996 **Attachments 5-9**	Amendment	Section 8A(4), Section 11(1), Section 11A(1), Section 12, Section 16(6), Section 16(11), Paragraph 9.1.1, Paragraph 9.1.2 Renaming the 'Fines Enforcement and Recovery Officer' to the Chief Recovery Officer'. Includes the ability for EHA to expiate for offences under the Environment Protection Act 1993 on behalf of City of Prospect (as required), accounting for the commencement of the new Fines Enforcement and Debt Recovery Act.
	Additional legislation	Section 8A(6A), Section 16 (1) New powers to deal with trifling expiation notices in certain circumstances and enable the withdrawal of expiation notices in circumstances where it is of the view that the alleged offenders should be excused from the offence on account of a cognitive impairment.

Local Government Act 1999 **Attachments 10-11**	New Instrument	Replaces the previous stand-alone resolution providing the power to commence prosecution proceedings for a breach of the *Supported Residential Facilities Act* and associated regulations. Includes the ability for EHA to recover an outstanding debt under Section 93 *South Australian Public Health Act 2011* as if it were a rate constituting a charge on the land. This is in accordance with Section 144 Recovery of Amounts due to Council. <u>Conditions apply to the Instrument</u> Paragraph 1.1 and 2.2 Powers can only be exercised with agreement of the Council's Chief Executive Officer.
Safe Drinking Water Act 2011 **Attachments 12-16**	Amendment	Paragraph 10.1, Paragraph 14.4 Changes to the appellate mechanism from 'District Court' to the 'South Australian Civil & Administration Tribunal (SACAT)'.
South Australian Public Health Act 2011 **Attachments 17-37**		Change corresponds with new *Local Government Act 1999* instrument (Attachments 10-11), replacing the previous stand-alone resolution providing the power to commence prosecution proceedings for a breach of the Act & Regulations
Fines Enforcement and Debt Recovery Act 2017 **Attachments 38-40**	New legislation	New provisions will have the effect of renaming the 'Fines Enforcement and Recovery Officer' the Chief Recovery Officer' and implementing a revised regime for the enforcement and recovery of expiation fees not paid by recipients of expiation notices and the recovery by Order of the Court. Powers were previously vested in EHA under the *Expiation of Offences Act* now moved into this new Act.
Housing Improvement Act 1940	Repealed legislation	Delegations are to be revoked, but not replaced, due to the enactment of the *Housing Improvement Act 2016* removing local government's administrative role.

2. RECOMMENDATION

That, having conducted a review of the Council's Delegations to the Eastern Health Authority, in accordance with Section 44 of the *Local Government Act 1999*, the Council:

1. Revocations

1.1 Hereby revokes its previous delegations to the Eastern Health Authority Incorporated, those powers and functions under the following:

1.1.1 Environment Protection Act 1993;

1.1.2 Expiation of Offences Act 1996;

1.1.3 Housing Improvement Act 1940;

1.1.5 South Australian Public Health Act 2011 along with the South Australian Public Health (Legionella) Regulations 2013 and the South Australian Public Health (Wastewater) Regulations 2013;

1.1.6 Supported Residential Facilities Act 1992 and Supported Residential Facilities Regulation 2009;

1.1.7 Safe Drinking Water Act 2011;

with effect from 2 May 2018.

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 Attachments 1-40 of the Report dated 24 April 2018 and entitled Item 13.2 Delegations to the Eastern Health Authority Inc. (each of which is individually identified as indicated below) are hereby delegated this 24th day of April 2018 to Eastern Health Authority with effect from 2 May 2018, 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 Environment Protection Act 1993 (Attachments 1-4);

2.1.2 Expiation of Offences Act 1996 (Attachments 5-9);

2.1.3 Local Government Act 1999 (Attachments 10-11);

2.1.4 Safe Drinking Water Act 2011 (Attachments 12-16);

2.1.5 South Australian Public Health Act 2011 along with the South Australian Public Health (Legionella) Regulations 2013, South Australian Public Health (Wastewater) Regulations 2013 and the South Australian Public Health (General) Regulations 2013 (Attachments 17-37); and

2.1.6 Fines Enforcement and Debt Recovery Act 2017 (Attachments 38-40).

2.2 Such powers and functions may be further delegated by Eastern Health Authority in accordance with Section 44 of the Local Government Act 1999 as Eastern Health Authority sees fit, unless otherwise indicated herein or in the Schedule of Conditions contained in each such proposed Instrument of Delegation.

3. **Delegations under Supported Residential Facilities Act 1992**

3.1 In exercise of the power contained in Section 9 of the Supported Residential Facilities Act 1992, the powers and functions under the Supported Residential Facilities Act 1992 and the Supported Residential Facilities Regulations 2009, specified in the proposed Instrument of Delegation (contained in Attachments 41-48 to the Report dated 24 April 2018 and entitled Item 13.2 Delegations to the Eastern Health Authority Inc.) are hereby delegated this 24th day of April 2018 to Eastern Health Authority, subject to the conditions or limitations indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the Supported Residential Facilities Act 1992, with effect from 2 May 2018.

3.2 Such powers and functions may be further delegated by Eastern Health Authority as Eastern Health Authority sees fit and in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation under the Supported Residential Facilities Act 1992 and Supported Residential Facilities Regulation 2009.

4. Enforcement Agency under the Food Act 2001

The Council acknowledges that:

4.1 Eastern Health Authority has been established as a regulatory subsidiary and is thereby prescribed, pursuant to Section 4 of the Food Act 2001 and in accordance with Regulation 4(1) of the Food Regulations 2002, as an enforcement agency for the purposes of the Food Act 2001; and

4.2 Eastern Health Authority is completely responsible for the operation and enforcement of the Food Act 2001 within the area of City of Prospect; and

4.3 the Chief Executive Officer of Eastern Health Authority, as the person designated by the Constituent Councils of Eastern Health Authority as the principal officer of Eastern Health Authority, is, pursuant to Regulation 5 of the Food Regulations 2002, prescribed as the head of an enforcement agency for the purposes of the Food Act 2001.

5. The delegations made by the Council to Eastern Health Authority take effect 2 May 2018 and the powers and functions so delegated may not be exercised by Eastern Health Authority until that date.

3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999 – Section 44*

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

All EHA constituent Councils are currently conducting delegation reviews, with an overall general consistency on a regional perspective.

5. COMMUNITY INVOLVEMENT

There is no community engagement requirements associated with this report.

6. DISCUSSION

Background

The Eastern Health Authority (EHA), is a Regional Subsidiary which undertakes Environmental and Health Management on behalf of its Constituent Councils, those being:

- City of Prospect;
- City of Norwood Payneham & St Peters;
- City of Burnside;
- Campbelltown City Council; and
- Town of Walkerville.

EHA administers the obligations of the Constituent Councils under the following legislation:

- Environment Protection Act 1993;
- Expiation of Offences Act 1996;
- Local Government Act 1999;
- Safe Drinking Water Act 2011;
- South Australian Public Health Act 2011;
- Supported Residential Facilities Act 1992.

Current

In order to enable EHA to undertake the necessary duties on behalf of its Constituent Councils, it is necessary that delegations under these Acts (and Regulations), are authorised by the constituent Councils, further permitting EHA to sub-delegate the relevant powers, functions and duties as required.

This review process involved:

- A comparison of the existing delegations with potential new delegations
- Amendments to existing delegations due to the changes in legislation
- Consideration and confirmation of changes proposed by the Eastern Health Authority as a result of their February 2018 correspondence (Attachments 49-52).

Delegations may be withdrawn, altered or renewed by Council at any time and are subject to constant review during the year.

Financial and Resource Implications

There is no known resourcing impact required of this decision.

7. CONCLUDING STATEMENTS

In addition, it is important to note that both the wording of the resolution and the instrument of delegation itself are important. It is the resolution which makes the delegation. The resolution is the instrument which sets out the scope of the delegation.

The proposed changes to delegations should lead to improved clarity in administrative responsibilities in relation to powers and functions vested or conferred on the Eastern Health Authority.

ATTACHMENTS

Attachments 1-4:	Instrument of Delegation under the Environment Protection Act 1993 along with the Environment Protection (Waste to Resources Policy 2010)
Attachments 5-9:	Instrument of Delegation under the Expiation of Offences Act 1996
Attachments 10-11:	Instrument of Delegation under the Local Government Act 1999
Attachments 12-16:	Instrument of Delegation under the Safe Drinking Water Act 2011
Attachments 17-37:	Instrument of Delegation under the South Australian Public Health Act 2011 along with the South Australian Public Health (Legionella) Regulations 2013, South Australian Public Health (Wastewater) Regulations 2013 and the South Australian Public Health (General) Regulations 2013
Attachments 38-40:	Instrument of Delegation under the Fines Enforcement and Debt Recovery Act 2017

Attachments 41-48: Instrument of Delegation under the Supported Residential Facilities Act 1992 and the Supported Residential Facilities Regulations 2009

Attachments 49 -52: Letter advice from Eastern Health Authority CEO, Michael Livori.

APPENDIX 1

INSTRUMENT OF DELEGATION UNDER THE ENVIRONMENT PROTECTION ACT 1993 AND THE ENVIRONMENT PROTECTION (WASTE TO RESOURCES) POLICY 2010

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

1.	The power pursuant to Section 85(3) of the Environment Protection Act 1993 ("the Act"), to appoint authorised officers for the purposes of the Act.
2.	The power pursuant to Section 85(4) of the Act to make an appointment under Section 85(3) of the Act subject to conditions to be specified in the instrument of appointment, and subject to conditions prescribed by regulation.
3.	The power pursuant to Section 85(5) of the Act to revoke an appointment or to vary or revoke a condition specified in the instrument of such an appointment or impose a further such condition.
4.	**Site Contamination Assessment Orders**
	Deliberately left blank
5.	**Site Remediation Orders**
	Deliberately left blank
6.	*Deliberately left blank*

DELEGATIONS UNDER THE ENVIRONMENT PROTECTION (WASTE TO RESOURCES) POLICY 2010	
6A.	*Deliberately left blank*
7.	The duty pursuant to Clause 17(2) of the Policy to ensure that the following

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provisions are complied with in relation to any medical waste received by the Eastern Health Authority:	
(a)	if any other waste is mixed with medical waste, the other waste is to be dealt with under this clause in the same way as is required in relation to medical waste;
(b)	all medical waste must be stored in containers that are weatherproof, shatterproof, insect and vermin proof, and leak proof or, in the case of containers storing only medical sharps or any other sharp articles, leak resistant;
(c)	all containers for medical waste that are kept for further use must be thoroughly cleaned and disinfected as soon as reasonably practicable after emptying;
(d)	all containers used for the storage or transport of medical waste must be clearly labelled as containing medical waste;
(e)	all containers of medical waste must be stored in a secure location;
(f)	all necessary equipment required to clean and disinfect the area in case of accidental spillage of medical waste must be readily available and accessible;
(g)	discarded medical sharps or any other sharp articles must be contained for disposal in containers that comply with the requirements of the Standards, as amended from time to time, set out in Clause 17(2)(g)(i) of the Policy and the containers must not be subject to compaction by a compacting device nor placed for storage or transport in a portable or mobile compactor;
(h)	medical waste must be disposed of as soon as reasonably practicable;
(i)	all medical waste must be:
	(i) disposed of by incineration; or
	(ii) disposed of by such other method of treatment or disposal as is approved by the Authority and subject to such conditions as the Authority thinks fit;
	(iii) collected for disposal by -
	(A) a licensed waste transporter authorised to collect and transport medical waste; or
	(B) a council;

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(j)	before the collection of medical waste for disposal, the transporter must be advised of the nature of the waste, hazards associated with the waste and any precautions that need to be taken during the collection, transport or disposal of the medical waste;
(k)	the transporter must be given such assistance as is required to ensure that loading operations are carried out in such a way as to prevent spillage of any medical waste.

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SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
	NIL

Attachment

APPENDIX 2

INSTRUMENT OF DELEGATION UNDER THE EXPIATION OF OFFENCES ACT 1996

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

1. **Certain Offences may be Expiated**
1.1. The power pursuant to Section 5(1) of the Expiation of Offences Act 1996 ("the Act") to issue an expiation notice under the Act to a person alleged to have committed an offence under:
1.1.1. Environment Protection Act 1993 and any regulation or Policy made thereunder;
1.1.2. South Australian Public Health Act 2011 along with the South Australian Public Health (General) Regulations 2013, the South Australian Public Health (Legionella) Regulations 2013 and the South Australian Public Health (Wastewater) Regulations 2013;
1.1.3. Supported Residential Facilities Act 1992 and Supported Residential Facilities Regulations 2009,
and the alleged offence may accordingly be expiated in accordance with the Act.
2. **Expiation Notices**
2.1 The power pursuant to Section 6(3)(b)(ii) of the Act to authorise a person in writing to give an expiation notice for an alleged offence under:
2.1.1 Environment Protection Act 1993 and any regulation or Policy made thereunder;
2.1.2 South Australian Public Health Act 2011 along with the South

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	Australian Public Health (General) Regulations 2013, the South Australian Public Health (Legionella) Regulations 2013 and the South Australian Public Health (Wastewater) Regulations 2013;
	2.1.3 Supported Residential Facilities Act 1992 and Supported Residential Facilities Regulations 2009.
3.	**Review of Notices on Ground that Offence is Trifling**
	3.1 The power pursuant to Section 8A(2) and (3) of the Act to require an alleged offender who is seeking a review of the notice on the ground that the offence is trifling:
	3.1.1 to provide further information; and
	3.1.2 to provide a statutory declaration verifying the information contained in, or supporting, an application for review.
	3.2 The power pursuant to Section 8A(4) of the Act to determine an application for review before providing the Chief Recovery Officer with relevant particulars under Section 22 of the Fines Enforcement and Debt Recovery Act 2017 in respect of the offence to which the application relates.
	3.3 The duty pursuant and subject to Section 8A(5) and (6) of the Act upon being satisfied the offence is trifling to withdraw the expiation notice in respect of the offence by giving written notice to the alleged offender.
	3.4 The power pursuant to Section 8A(6a) of the Act, if an enforcement determination made under section 22 of the Fines and Enforcement Debt Recovery Act 2017 is revoked on the ground that the alleged offender had not had a reasonable opportunity to apply for review of the notice under Section 8A of the Act, and the alleged offender makes an application under Section 8A of the Act within 14 days of being notified of the revocation, to withdraw the expiation notice under Section 8A of the Act.
3A.	**Deliberately left blank**
4.	**Expiation Reminder Notices**
	4.1 The duty pursuant to Section 11(1) of the Act where an alleged offender has neither paid the expiation fee nor entered into an arrangement under Section 20 of the Fines Enforcement and Debt Recovery Act 2017 and the Council or EHA has not received a statutory declaration or other document sent to the Council or EHA by the alleged offender in accordance with a notice required by law to accompany the expiation notice, by the end of the expiation period, and before the Delegate

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	takes any action under this Act or the Fines Enforcement and Debt Recovery Act 2017 to enforce the expiation notice, to give an expiation reminder notice in the prescribed form to the alleged offender.
5.	**Expiation Enforcement Warning Notices**
5.1	The duty pursuant to Section 11A(1) of the Act where the Council or EHA has received a statutory declaration or other document sent to the Council or EHA by the alleged offender in accordance with a notice required by law to accompany the expiation notice or expiation reminder notice, and before the Delegate takes action under this Act or the Fines Enforcement and Debt Recovery Act 2017 to enforce the expiation notice, to give an expiation enforcement warning notice, in the prescribed form, to the alleged offender.
6.	**Late Payment**
6.1	The power pursuant to Section 12 of the Act to accept late payment of the amount due under an expiation notice at any time before an enforcement determination is made under Section 13 of the Act.
7.	**Deliberately left blank**
8.	**Withdrawal of Expiation Notices**
8.1	The power pursuant to Section 16(1) of the Act, to withdraw an expiation notice with respect to all or any of the alleged offences to which an expiation notice relates where:
8.1.1	in the opinion of the Delegate the alleged offender did not commit the offence or offences, or that the notice should not have been given with respect to the offence or offences;
8.1.2	the Council or EHA as issuing authority receives a statutory declaration or other document sent to the Council or EHA by the alleged offender in accordance with a notice required by law to accompany the expiation notice or expiation reminder notice; or
8.1.3	the notice is defective; or
8.1.3A	in the opinion of the Delegate the alleged offender is suffering from a cognitive impairment that excuses the alleged offending; or
8.1.4	the Delegate decides that the alleged offender should be prosecuted for the offence or offences.
8.2	The power pursuant to Section 16(5) of the Act, where an expiation

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	notice is withdrawn under subsection (1), to commence prosecution for an offence to which the notice related.
8.3	The duty pursuant to Section 16(6) of the Act, subject to Section 16(7) of the Act, to withdraw an expiation notice if it becomes apparent that the alleged offender did not receive the notice until after the expiation period, or has never received it, as a result of error on the part of the Council or EHA as issuing authority or failure of the postal system or failure in the transmission of an email.
8.4	The duty pursuant to Section 16(11) of the Act, where an expiation notice is withdrawn under Section 16 of the Act and the notice of withdrawal does not specify that the notice is withdrawn for the purposes of prosecuting the alleged offender, and if an enforcement determination has been made under Section 22 of the Fines Enforcement and Debt Recovery Act 2014, to inform the Chief Recovery Officer of the withdrawal of the notice.
9.	**Provision of Information**
9.1	The power pursuant to Section 18 of the Act to enter into an agreement with the Chief Recovery Officer in relation to:
9.1.1	the manner in which the Chief Recovery Officer is to provide information to EHA in relation to action taken by the Chief Recovery Officer under the Act in respect of an expiation notice issued by EHA as a delegate of the Council; and
9.1.2	the manner in which EHA is to provide information to the Chief Recovery Officer in relation to the issuing of an expiation notice by EHA as a delegate of the Council or any other action taken by EHA as a delegate of the Council in respect of an expiation notice so issued.

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SCHEDULE OF CONDITIONS

CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
	NIL

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APPENDIX 3

INSTRUMENT OF DELEGATION UNDER THE LOCAL GOVERNMENT ACT 1999

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

1.	**General Powers and Capacities**
1.1	The power pursuant to Section 36(1) of the Local Government Act 1999 ("the Act") to commence a prosecution for a breach of the:
1.1.1	Supported Residential Facilities Act 1992 and Supported Residential Facilities Regulations 2009,
	where the instruments empower the Council to commence prosecution for a breach and to do anything necessary, expedient or incidental to performing or discharging the Council's power. **- Condition applies**
2.	**Recovery of Amounts due to Council**
2.1	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 the Act or another Act. **- Condition applies**
2.2	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. **- Condition applies**

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SCHEDULE OF CONDITIONS

CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
1	Can only be exercised with agreement of the Council's Chief Executive Officer (or Delegate).
2	The powers delegated at paragraphs 2.1-2.2 of this instrument can only be exercised by EHA in respect of any fee, charge, expense or other amount recoverable from a person or payable by a person in circumstances where the amount has become recoverable or payable on account of EHA acting in accordance with a delegated authority provided by the Council under the Act or any other Act. And Can only be exercised with agreement of the Council's Chief Executive Officer (or Delegate).

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APPENDIX 4

INSTRUMENT OF DELEGATION UNDER THE SAFE DRINKING WATER ACT 2011

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

5.	**Drinking water providers to be registered**
	(2) The power pursuant to Section 5(2)(a) and (b) of the Safe Drinking Water Act 2011 (**the Act**) and in accordance with Section 5(3) of the Act to make an application for registration of the Council under the Act to the Minister and in a manner and form determined by the Minister.
8.	**Conditions of registration**
	(3) The power pursuant to Section 8(3) of the Act where the Council holds a registration, to make application to the Minister in a manner and form determined by the Minister, requesting the variation of a condition to which the registration is subject.
9.	**Suspension of registration**
	(5) The power pursuant to Section 9(5) of the Act after the Council or the Eastern Health Authority (EHA) has received notice from the Minister, lodge with the Minister a written objection (setting out the grounds of objection).
	(6) The power pursuant to Section 9(5) of the Act to make submissions to the Minister in relation to the matter.
	(10) The power pursuant to Section 9(10) of the Act where the Council's registration has been suspended to make application to the Minister for the cancellation of the suspension.
10.	**Appeals**
	(1) The power pursuant to Section 10(1) of the Act and in accordance with

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	Section 10(2) of the Act, to seek a review by the South Australian Civil and Administrative Tribunal against:
	(a) a condition imposed by the Minister in relation to a registration under Part 2 of the Act;
	(b) a variation of a condition of registration made by the Minister on the Minister's own initiative; or
	(c) a decision of the Minister to refuse to grant an application to vary a condition of registration; or
	(d) a decision of the Minister to suspend a registration under Part 2 of the Act.
12.	**Drinking water providers to prepare, implement and review risk management plans**
(1)	The power pursuant to Section 12(1) of the Act and in accordance with Section 13 of the Act, to:
	(a) prepare a risk management plan in relation to the supply of drinking water to the public; and
	(b) keep the plan under continuous review with a view to updating and improving it; and
	(c) revise any aspect of the plan that is found, on review, to need revision.
(3)	The power pursuant to Section 12(3) of the Act, if a standard risk management plan is in place under Section 12(2) of the Act and the Council falls within the specified class to which the standard risk management plan applies, to, subject to any requirement published by the Chief Executive in connection with the risk management plan and in a manner and form determined by the Chief Executive, adopt the standard risk management plan rather than preparing a separate plan under Section 12(1)(a) of the Act.
14.	**Related matters**
(2)	The power pursuant to Section 14(2) of the Act, to furnish to the Minister in a manner and form determined by the Minister a copy of the Council's monitoring program and incident identification and notification protocol.
(3) (b)	The power pursuant to Section 14(3)(b) of the Act to consult with the Minister in relation to alterations to the program or protocol (or both) submitted for the purposes of Section 14 of the Act.

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	(4) The power pursuant to Section 14(4) of the Act and in accordance with Section 14(5) of the Act, where the Council is required to make an alteration under Section 14(3), to seek a review of the requirement by the South Australian Civil and Administrative Tribunal.
34.	**Appointment of authorised officers**
	(1) *Deliberately left blank*
	(2) *Deliberately left blank*
35.	**Certificates of authority**
	(1) *Deliberately left blank*
	(2) *Deliberately left blank*
37.	**Seizure orders**
	(3) (a) *Deliberately left blank*
	(d) *Deliberately left blank*
38.	**Notices**
	(1) *Deliberately left blank*
	(6) The power pursuant to Section 38(6) of the Act to, by written notice served on a person to whom a notice under Section 38 has been issued by the Council, vary or revoke the notice.
39.	**Action or non-compliance with a notice**
	(1) The power pursuant to Section 39(1) of the Act, if the requirements of a notice under Division 3 of the Act by the Council are not complied with, to take any action required by the notice.
	(2) The power pursuant to Section 39(2) of the Act to authorise another person to take action under Section 39(1) of the Act on the Council's behalf.
	(4) The power pursuant to Section 39(4) of the Act to recover the reasonable costs and expenses incurred by the Council in taking action under Section 39 of the Act from the person who failed to comply with the requirements of the notice as a debt in a court of competent jurisdiction.
	(5) The power pursuant to Section 39(5) of the Act, if an amount is recoverable from a person by the Council under Section 39 of the Act, to by notice in writing to the person, fix a period, being not less than 28 days

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	from the date of the notice, within which the amount must be paid by the person.
40.	**Action in emergency situations**
	(5) The power pursuant to Section 40(5) of the Act to recover the reasonable costs and expenses incurred by an authorised officer of the Council in taking action under Section 40 of the Act as a debt in a court of competent jurisdiction.
41.	**Specific power to require information**
	(1) *Deliberately left blank*
42.	**Appeals**
	(3) The power pursuant to Section 42(3) of the Act to apply for the Council to be a party to proceedings under Section 42 of the Act.
52.	**Annual reports by enforcement agencies**
	(1) The power pursuant to Section 52(1) of the Act to on or before 30 September in each year, furnish to the Minister a report on the activities of the Council under the Act during the financial year ending on the preceding 30 June.

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SCHEDULE OF CONDITIONS

CONDITIONS OR LIMITATIONS APPLICABLE TO DELEGATIONS CONTAINED IN THIS INSTRUMENT

Section(s) in Act to which conditions/ limitations apply	Conditions / Limitations

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APPENDIX 5

INSTRUMENT OF DELEGATION UNDER THE SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011 AND SOUTH AUSTRALIAN PUBLIC HEALTH (LEGIONELLA) REGULATIONS 2013, SOUTH AUSTRALIAN PUBLIC HEALTH (WASTEWATER) REGULATIONS 2013 AND SOUTH AUSTRALIAN PUBLIC HEALTH (GENERAL) REGULATIONS 2013

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

1.	**Power to Require Reports**
1.1	The power pursuant to Section 18(2) of the South Australian Public Health Act 2011 (**the Act**) to, if required by the Minister, provide a report on any matter relevant to the administration or operation of the Act.
1.2	The power pursuant to Section 18(3) of the Act to, if required by the Minister, in a case involving the Council provide a combined report with 1 or more other councils.
1.3	The power pursuant to Section 18(5) of the Act to provide the report in accordance with the requirements of the Minister.
2.	**Risk of Avoidable Mortality or Morbidity**
2.1	The power pursuant to Section 22(2) of the Act, if the Eastern Health Authority (EHA) and/or the Council receives a request under Section 22(1) of the Act, to consider the request and then respond in accordance with Section 22(3) of the Act to the Chief Public Health Officer within a reasonable time.
2.2	The power pursuant to Section 22(3) of the Act to include in a response under Section 22(2) of the Act details about:
2.2.1	any steps already being taken by EHA and/or the Council that may be relevant in the circumstances; and

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		2.2.2	any plans that EHA and/or the Council may have that may be relevant in the circumstances; and
	2.3	any steps that EHA and/or the Council is willing to take in the circumstances; and	
	2.4	any other matter relating to EHA and/or the Council that appears to be relevant.	
3.	**Cooperation Between Councils**		
	3.1	The power pursuant to Section 39(1) of the Act to, in performing the Council's functions or exercising the Council's powers under the Act, act in conjunction or partnership with, or cooperate or coordinate the Council's activities with, 1 or more other councils	
	3.2	The power pursuant to Section 39(2) of the Act to, if requested by the Chief Public Health Officer, cooperate with 1 or more other councils.	
	3.3	The power pursuant to Section 39(3) of the Act to, if the Council receives a request under Section 39(2) of the Act, within 28 days after receiving the request or such longer period as the Chief Public Health Officer may specify, furnish the Chief Public Health Officer with a written report on the action that the Council intends to take in response to the request.	
4.	**Power of Chief Public Health Officer to Act**		
	4.1	The power pursuant to Section 40(2) of the Act to consult with the Chief Public Health Officer.	
5.	**Council Failing to Perform a Function Under Act**		
	5.1	The power pursuant to Section 41(1) of the Act to consult with the Minister in relation to the Minister's opinion that the Council has failed, in whole or in part, to perform a function conferred on the Council under the Act.	
	5.2	The power pursuant to Section 41(6) of the Act to:	
		5.2.1	make written submissions to the Minister in relation to the matter within a period specified by the Minister; and
		5.2.2	request in the written submissions to the Minister that the Minister discuss the matter with a delegation representing the Council; and
		5.2.3	appoint a delegation representing the Council to discuss the matter

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		with the Minister.
6.	**Transfer of Function of Council at Request of Council**	
	6.1	The power pursuant to Section 42(1) of the Act to request, in accordance with Section 42(2), of the Act that a function of the Council under the Act be performed by the Chief Public Health Officer.
	6.2	The power pursuant to Section 42(10) of the Act to enter into an agreement with the Minister for the Minister to recover costs and expenses associated with the Chief Public Health Officer acting under Section 42 of the Act.
	6.3	The power pursuant to Section 42(11) of the Act to request that the Minister vary or revoke a notice under Section 42 of the Act.
	6.4	The power pursuant to Section 42(11) of the Act to consult with the Minister in relation to the Minister varying or revoking a notice under Section 42 of the Act.
7.	**Local Authorised Officers**	
	7.1	The power pursuant to Section 44(1) of the Act, subject to Section 45 of the Act, to, by instrument in writing, appoint a suitably qualified person to be a local authorised officer.
	7.2	The power pursuant to Section 44(2) of the Act to make an appointment under Section 44 subject to such conditions or limitations as the Delegate thinks fit.
	7.3	The power pursuant to Section 44(4) of the Act to direct a local authorised officer.
	7.4	The power pursuant to Section 44(6) of the Act to vary or revoke an appointment at any time.
	7.5	The power pursuant to Section 44(7) of the Act to notify the Chief Public Health Officer in accordance with Section 44(8) of the Act, if the Council or the Delegate:
		7.5.1 makes an appointment under Section 44 of the Act; or
		7.5.2 revokes an appointment under Section 44 of the Act.
	7.6	The power pursuant to Section 44(9) of the Act to determine the number of local authorised officers who should be appointed for the Council's area and in determining the number of local authorised officers who should be

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		appointed for the Council's area, take into account any policy developed by the Chief Public Health Officer for the purposes of Section 44 of the Act.
8.	**Identity Cards**	
	8.1	The power pursuant to Section 46(1) of the Act to issue in accordance with Section 46(2) of the Act to an authorised officer appointed under the Act an identity card in a form approved by the Chief Public Health Officer:
		8.1.1 containing the person's name and a photograph of the person; and
		8.1.2 stating that the person is an authorised officer for the purposes of the Act; and
		8.1.3 setting out the name or office of the issuing authority.
9.	**Specific Power to Require Information**	
	9.1	The power pursuant to Section 49(1) of the Act to require a person to furnish such information relating to public health as may be reasonably required for the purposes of the Act.
10.	**Regional Public Health Plans**	
	10.1	The power pursuant to Section 51(1) of the Act to in accordance with Sections 51(2), (5), (6), (8), (9), (11), (12), (13) and (15) of the Act prepare and maintain a plan or, if the Minister so determines or approves, with a group of councils, prepare and maintain a plan, for the purposes of the operations of the Council or Councils under the Act (a regional public health plan).
	10.2	The power pursuant to Section 51(10) of the Act, to, subject to Section 51(11), amend a regional public health plan at any time.
	10.3	The power pursuant to Section 51(11) of the Act to, in relation to any proposal to create or amend a regional public health plan:
		10.3.1 prepare a draft of the proposal; and
		10.3.2 when the draft plan is completed, subject to Section 51(12) of the Act:
		10.3.2.1 give a copy of it to:
		(a) the Minister; and

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	(b) any incorporated hospital established under the *Health Care Act 2008* that operates a facility within the region; and
	(c) any relevant public health partner authority under Section 51(23); and
	(d) any other body or group prescribed by the regulations; and
	10.3.2.2 take steps to consult with the public.
10.4	The power pursuant to Section 51(12) of the Act to, if required by the Minister, consult with the Minister, or any other person or body specified by the Minister, before the Council or EHA releases a draft plan under Section 51(11).
10.5	The power pursuant to Section 51(13) of the Act to, before bringing a regional public health plan into operation, submit the plan to the Chief Public Health Officer for consultation.
10.6	The power pursuant to Section 51(15) of the Act to take into account any comments made by the Chief Public Health Officer, SAPHC, and any other body within the ambit of a determination under Section 51(14) of the Act, at the conclusion of the consultation processes envisaged by Sections 51(13) and (14).
10.7	The power pursuant to Section 51(16) of the Act to then adopt a plan or amend a plan with or without alteration.
10.8	*Deliberately left blank.*
10.9	The power pursuant to Section 51(18) of the Act to provide in a regional public health plan, by agreement with the public health partner authority, for a public health partner authority to take responsibility for undertaking any strategy, or for attaining any priority or goal, under the plan.
10.10	The power pursuant to Section 51(19) of the Act to review a regional public health plan at least once in every 5 years.
10.11	The power pursuant to Section 51(20) of the Act to, in preparing and reviewing the Council's regional public health plan insofar as is reasonably practicable, give due consideration to the plans of other councils insofar as this may be relevant to issues or activities under the Council's plan.
10.12	The power pursuant to Section 51(21) of the Act to, when performing

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		functions or exercising powers under the Act or any other Action on behalf of the Council, insofar as may be relevant and reasonable, have regard to the State Public Health Plan, any regional public health plan that applies within the relevant area and any other requirement of the Minister, and in particular to give consideration to the question whether the Council or EHA should implement changes to the manner in which, or the means by which, the Council or EHA performs a function or exercises a power or undertakes any other activity that has been identified in the State Public Health Plan as requiring change.
11.	**Reporting on Regional Public Health Plans**	
	11.1	The power pursuant to Section 52(1) of the Act to, in relation to a regional health plan for which the Council is responsible, on a 2 yearly basis, prepare a report that contains a comprehensive assessment of the extent to which, during the reporting period, the Council has succeeded in implementing its regional public health plan to the Chief Public Health Officer in accordance with Sections 52(2), (3) and (4) of the Act.
12.	**Action to Prevent Spread of Infection**	
	12.1	The power pursuant to Section 66(6) of the Act to recover as a debt costs and expenses reasonably incurred in exercising powers under Section 66(5) of the Act from the person who failed to take the required action.
	12.2	The power pursuant to Section 66(9) of the Act to, if the Chief Public Health Officer informs the Council of the occurrence of a disease constituting a notifiable condition, take such action as is reasonably open to EHA to assist in preventing the spread of the disease.
13.	**Notices**	
	13.1	The power pursuant to Section 92(1) of the Act and subject to Sections 92(2), (3), (4), (5) and (12) of the Act to issue a notice for the purpose of:
		13.1.1 securing compliance with a requirement imposed by or under the Act (including the duty under Part 6 or a requirement imposed under a regulation or a code of practice under the Act); or
		13.1.2 averting, eliminating or minimising a risk, or a perceived risk, to public health.
	13.2	The power pursuant to Section 92(2) of the Act and subject to Section 92(12) of the Act, to, before issuing a notice to secure compliance with the general duty under Part 6 of the Act:

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	13.2.1	have regard to:	
		13.2.1.1	the number of people affected, or potentially affected, by the breach of the duty;
		13.2.1.2	the degree of harm, or potential degree of harm, to public health on account of the breach of the duty;
		13.2.1.3	any steps that a person in breach of the duty has taken, or proposed to take, to avoid or address the impact of the breach of the duty,
		and such other matters as EHA thinks fit; and	
	13.2.2	subject to Section 92 of the Act, give the person to whom it is proposed that the notice be given a preliminary notice in writing:	
		13.2.2.1	stating the proposed action, including the terms of the proposed notice and the period within which compliance with the notice will be required; and
		13.2.2.2	stating the reasons for the proposed action; and
		13.2.2.3	inviting the person show, within a specified time (of a reasonable period), why the proposed action should not be taken (by making representations to EHA or a person nominated to act on behalf of the Council).
13.3	The power pursuant to Section 92(2)(b)(iii) of the Act to nominate a person to act on behalf of the Council.		
13.4	The power pursuant to Section 92(3) of the Act to, in a case where Section 92(2)(b) of the Act applies, after considering representations made within the time specified under Section 92(2)(b) of the Act:		
	13.4.1	issue a notice in accordance with the terms of the original proposal; or	
	13.4.2	issue a notice with modifications from the terms of the original proposal; or	
	13.4.3	determine not to proceed further under Section 92.	
13.5	The power pursuant to Section 92(4) of the Act to:		
	13.5.1	not give notice under Section 92(2)(b) of the Act if the Delegate	

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			considers that urgent or immediate action is required in the circumstances of the particular case; and
	13.5.2		not give further notice before issuing a notice with modifications under Section 92(3)(b) of the Act.
13.6	The power pursuant to Section 92(5) of the Act issue a notice under Section 92 of the Act:		
	13.6.1		in the form of a written notice served on the person to whom it is issued; and
	13.6.2		specifying the person to whom it is issued (whether by name or by a description sufficient to identify the person); and
	13.6.3		directing 2 or more persons to do something specified in the notice jointly; and
	13.6.4		without limiting any other provision, in the case of a notice that relates to the condition of any premises, to any person who:
		13.6.4.1	is the owner or occupier of the premises; or
		13.6.4.2	has the management or control of the premises; or
		13.6.4.3	is the trustee of a person referred to in Section 92(5)(i) or (ii) of the Act or is managing the affairs of such a person on some other basis; and
	13.6.5		stating the purpose for which the notice is issued and giving notice of the requirement or the risk to which it relates; and
	13.6.6		imposing any requirement reasonably required for the purpose for which the notice is issued including 1 or more of the following:
		13.6.6.1	a requirement that the person discontinue, or not commence, a specified activity indefinitely or for a specified period or until further notice from a relevant authority;
		13.6.6.2	a requirement that the person not carry on a specified activity except at specified times or subject to specified conditions;
		13.6.6.3	a requirement that the person take specified action in a specified way, and within a specified period or at

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			specified times or in specified circumstances;
		13.6.6.4	a requirement that the person take action to prevent, eliminate, minimise or control any specified risk to public health, or to control any specified activity;
		13.6.6.5	a requirement that the person comply with any specified code or standard prepared or published by a body or authority referred to in the notice;
		13.6.6.6	a requirement that the person undertake specified tests or monitoring;
		13.6.6.7	a requirement that the person furnish to a relevant authority specified results or reports;
		13.6.6.8	a requirement that the person prepare, in accordance with specified requirements and to the satisfaction of the relevant authority, a plan of action to secure compliance with a relevant requirement or to prevent, eliminate, minimise or control any specified risk to public health;
		13.6.6.9	a requirement prescribed under or for the purposes of the regulations; and
	13.6.7		stating that the person may, within 14 days, apply for a review of the notice or institute an appeal against the notice under the provisions of the Act.
	13.7		The power pursuant to Section 92(9) of the Act by written notice served on a person to whom a notice under Section 92 of the Act has been issued by EHA or the Council, vary or revoke the notice.
	13.8		The power pursuant to Section 92(15) of the Act to, not comply with any other procedure, or hear from any other person, except as provided by Section 92 of the Act before EHA issues a notice under Section 92 of the Act.
14.	**Action on Non-compliance with Notice**		
	14.1		The power pursuant to Section 93(1) of the Act if the requirements of a notice under Part 12 of the Act are not complied with, to take any action required by the notice.
	14.2		The power pursuant to Section 93(2) of the Act to authorise a person for the purpose of taking action on the Council's behalf under Section 93(1) of

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	the Act.
14.3	The power pursuant to Section 93(4) of the Act to recover the reasonable costs and expenses incurred by EHA or Council in taking action under Section 93 of the Act as a debt from the person who failed to comply with the requirements of the notice.
14.4	The power pursuant to Section 93(5) of the Act, if an amount is recoverable from a person by the Council under Section 93, to, by notice in writing to the person, fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid by the person.
15.	**Action in Emergency Situations**
15.1	The power pursuant to Section 94(5) of the Act to recover the reasonable costs and expenses incurred by a local authorised officer in taking action under Section 94 from any person who caused the risk to which the action relates, as a debt.
16.	**Reviews – Notices Relating to General Duty**
16.1	The power pursuant to Section 95(13) of the Act to appear in proceedings before the Review Panel as a representative of the Council.
16.2	The power pursuant to Section 95(15) of the Act to make an application to the Review Panel to:
	16.2.1 dismiss or determine any proceedings that appear:
	16.2.1.1 to be frivolous or vexatious; or
	16.2.1.2 to have been instituted for the purpose of delay or obstruction, or for some other improper purpose;
	16.2.2 bring any proceedings to an end that appear:
	16.2.2.1 to be more appropriate suited to proceedings before the District Court rather than the Review Panel; or
	16.2.2.2 to be unable to be satisfactorily resolved (or resolved within a reasonable period) by proceedings before the Review Panel; or
	16.2.3 bring any proceedings to an end for any other reasonable cause.

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17.	**Appeals**	
	17.1	The power pursuant to Section 96(3) of the Act and subject to Section 96(4) of the Act, appeal to the District Court against the outcome of review proceedings under Division 3, Part 12 of the Act.

SOUTH AUSTRALIAN PUBLIC HEALTH (LEGIONELLA) REGULATIONS 2013

18.	**Duty to Register High Risk Manufactured Water System**	
	18.1	The power pursuant to Regulation 5(3) of the South Australian Public Health (Legionella) Regulations 2013 (**the Legionella Regulations**) to, on application made in a manner and form approved by the Council or EHA and payment of the registration fee specified in Schedule 1 to the Council or EHA, register the high risk manufactured water system to which the application relates.
	18.2	The power pursuant to Regulation 5(6) of the Legionella Regulations, to, on application made in a manner and form approved by the Council or EHA and payment of the renewal fee specified in Schedule 1 to the Council or EHA, renew the registration of the high risk manufactured water system to which the application relates.
19.	**Register of High Risk Manufactured Water Systems**	
	19.1	The power pursuant to Regulation 6(2) of the Legionella Regulations and subject to Regulation 6(3) of the Legionella Regulations to determine the manner and form of a register of high risk manufactured water systems registered by EHA and/or the Council.
	19.2	The power pursuant to Regulation 6(3) of the Legionella Regulations to include in relation to each high risk manufactured water system on the register:
		19.2.1 the type of water system; and
		19.2.2 the address of the premises on which the water system is installed; and
		19.2.3 the location of the water system on the premises; and
		19.2.4 the full name and residential and business addresses of the owner

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						of the premises; and
			19.2.5			the full name, residential and business addresses, and residential and business telephone numbers, of the person nominated by the owner of the premises as being responsible for the operation and maintenance of the water system,
						and such other information as EHA thinks fit.
	19.3					The power pursuant to Regulation 15(2) of the Legionella Regulations to, at least once in every 12 months, give the owner of each of the premises on which a high risk manufactured water system registered with EHA and/or the Council is installed, written notice:
			19.3.1			requiring the owner, within the period specified in the notice:
				19.3.1.1		to cause an inspection of the water system to be carried out by a competent person (not being the owner or person responsible for the operation and maintenance of the system); and
				19.3.1.2		to arrange for a NATA accredited laboratory to conduct microbiological testing, in accordance with AS/NZS 3896:
					(a)	of at least 1 sample of water taken from a cooling water system; and
					(b)	of at least 2 samples of water taken from a warm water system,
						to determine the presence and number of colony forming units of Legionella in the water; and
	19.4					requiring the owner to submit to the Council or EHA written reports setting out the findings of the inspection and the results of the microbiological testing within 1 month of receiving the reports.
20.	**Power of Council to Require Microbiological Testing in Other Circumstances**					
	20.1					The power pursuant to Regulation 16(1) of the Legionella Regulations, if:
			20.1.1			the Council or EHA is investigating the occurrence of Legionellosis in the near vicinity of premises on which a high risk manufactured water system is installed; or

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	20.1.2	the Council or EHA has reason to believe that a high risk manufactured water system installed on premises situated in its area is not being maintained as required by these regulations,
	to give the owner of the premises written notice:	
	20.1.3	requiring the owner (either immediately or within a period specified in the notice) to arrange for a NATA accredited laboratory to conduct microbiological testing, in accordance with AS/NZS 3896, of water taken from the system, to determine the presence and number of colony forming units of Legionella in the water; and
	20.1.4	requiring the owner to submit to EHA or the Council a written report setting out the results of the microbiological testing within 24 hours of receiving the report.
21. **Fees**		
21.1		The power pursuant to Regulation 21(3) of the Legionella Regulations, if a person is liable to pay a fee to EHA or the Council, to give the person written notice requiring the person to pay the fee within the period specified in the notice.
21.2		The power pursuant to Regulation 21(4) of the Legionella Regulations, to reduce or remit a fee payable to EHA or the Council under the Legionella Regulations if satisfied that it is appropriate to do so in a particular case.
21.3		The power pursuant to Regulation 21(5) of the Legionella Regulations, to recover a fee payable to EHA or the Council under the Legionella Regulations by action in a court of competent jurisdiction as a debt due to the Council.

SOUTH AUSTRALIAN PUBLIC HEALTH (WASTEWATER) REGULATIONS 2013

22. **Relevant Authority**	
22.1	The power pursuant to Regulation 6(1)(b) of the South Australian Public Health (Wastewater) Regulations 2013 (**the Wastewater Regulations**) to, agree to act as the relevant authority for a matter relating to an on-site wastewater system with a capacity that does not, or will not, on completion of wastewater works, exceed 40 EP and that is located or to be located in another council area if the system is to be operated by another council or wastewater works related to the system are to be undertaken by another

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	council, or by a person acting in partnership, or in conjunction with that other council.
23.	**Public Notification of Proposed Community Wastewater Management System**
	23.1 *Deliberately left blank.*
24.	**Connection to Community Wastewater Management System**
	24.1 *Deliberately left blank.*
	24.1.1 *Deliberately left blank.*
	24.1.2 *Deliberately left blank.*
	24.1.2.1 *Deliberately left blank.*
	24.1.2.2 *Deliberately left blank.*
	24.2 *Deliberately left blank.*
	24.3 *Deliberately left blank.*
	24.4 *Deliberately left blank.*
	24.5 *Deliberately left blank.*
25.	**Exemptions**
	25.1 The power pursuant to Regulation 10(3) of the Wastewater Regulations to give an exemption by written notice and subject to conditions determined by EHA and stated in the notice.
	25.2 The power pursuant to Regulation 10(4) of the Wastewater Regulations to vary or revoke an exemption by further written notice to the holder of the exemption.
26.	**Exemptions From Prescribed Codes**
	26.1 The power pursuant to Regulation 15(3) of the Wastewater Regulations to give an exemption by written notice and is subject to conditions determined by EHA and stated in the notice.
	26.2 The power pursuant to Regulation 15(5) of the Wastewater Regulations to vary or revoke an exemption by further written notice to the holder of the

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	exemption.		
27.	**Application**		
	27.1	The power pursuant to Regulation 23(2) of the Wastewater Regulations to, by written notice, ask the applicant to provide EHA or the Council with further technical specifications, information or documents relevant to the application or to modify the technical specifications submitted for approval.	
28.	**Determination of Application**		
	28.1	The power pursuant to Regulation 24(1) of the Wastewater Regulations to refuse to grant a wastewater works approval:	
		28.1.1	if the applicant fails to satisfy EHA of either or both of the following:
			28.1.1.1 that the technical specifications for the wastewater works comply with the prescribed codes;
			28.1.1.2 that the wastewater works will not, if undertaken in accordance with the conditions of approval, adversely affect or threaten public or environmental health; or
		28.1.2	for any other sufficient reason.
	28.2	The power pursuant to Regulation 24(2) of the Wastewater Regulations, if an application for a wastewater works approval relates to the connection of a community wastewater management system to SA Water sewerage infrastructure or a significant increase in the amount of wastewater to be discharged from a community wastewater management system to SA Water sewerage infrastructure, to give SA Water a reasonable opportunity to comment on the application and take into account any comments so made.	
29.	**Conditions of Approval**		
	29.1	The power pursuant to Regulation 25(2) of the Wastewater Regulations to impose:	
		29.1.1	any 1 or more of the following prescribed expiable conditions:
			29.1.1.1 a condition that sets out mandatory notification stages during the progress of wastewater works when a person is required to notify EHA and/or the Council in a specified manner and stop the work pending an

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		inspection carried out at the person's expense;
	29.1.1.2	a condition that requires the display of specified notices on the premises on which the wastewater system is located;
	29.1.1.3	a condition that requires a person to monitor the performance of the wastewater system in a specified manner (including by inspections carried out at specified times at the person's expense) and to provide EHA and/or the Council with specified information in a specified manner and at specified times;
	29.1.1.4	a condition that provides that specified material must not, or that only specified material may, be discharged into, or from, the wastewater system;
	29.1.1.5	a condition that requires the wastewater system to be operated, maintained or serviced by a person of a specified class;
	29.1.1.6	a condition that requires records of a specified kind to be created, maintained, and provided to EHA and/or Council; or
29.1.2	any other conditions including any 1 or more of the following:	
	29.1.2.1	a condition that requires decommissioning of the wastewater system:
		(a) after a specified trial period; or
		(b) in specified circumstances; or
		(c) on written notice to the operator of the system;
	29.1.2.2	a condition that requires a wastewater system to be connected to a community wastewater management system;
	29.1.2.3	a condition that prevents activities that would adversely affect the operation or maintenance of a drain or treatment or disposal system or the reuse of wastewater from the wastewater system;
	29.1.2.4	a condition that requires a wastewater system to have

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			various access points for maintenance or inspection (raised to or terminating at surface level, or as required by EHA or the Council);
		29.1.2.5	a condition that provides that a wastewater system must not be used unless or until it has been inspected or tested by an independent wastewater engineer and the Council EHA supplied with a certificate given by that expert certifying that the wastewater works have been undertaken in accordance with the approved technical specifications;
		29.1.2.6	a condition that otherwise specifies requirements relating to:
			(a) the installation of the wastewater system; or
			(b) the decommissioning of the wastewater system; or
			(c) the connection of the wastewater system to a community wastewater management system or SA Water sewerage infrastructure or the disconnection of the wastewater system from a community wastewater management system or from SA Water sewerage infrastructure; or
			(d) the operation, servicing and maintenance of the wastewater system; or
			(e) the reuse or disposal of wastewater from the wastewater system.
29.2	The power pursuant to Regulation 25(3) of the Wastewater Regulations to impose a condition of approval that:		
		29.2.1	provides that a matter or thing is to be determined according to the discretion of the Council, EHA, or some other specified person or body; and
		29.2.2	operates by reference to the manuals referred to in a product approval for the wastewater system; and
		29.2.3	operates by reference to a specified code as in force at a specified time or as in force from time to time.
29.3	The power pursuant to Regulation 25(6) of the Wastewater Regulations to,		

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		on application and payment of the fee fixed by Schedule 1, by written notice to the applicant, vary or revoke a condition of a wastewater works approval.
	29.4	The power pursuant to Regulation 25(7) of the Wastewater Regulations to, on EHA's own initiative, by written notice to the operator of a wastewater system to which a wastewater works approval applies, vary or revoke a condition of the approval or impose a further condition, provided that the variation, revocation or imposition does not take effect until at least 6 months after the giving of the notice unless:
		29.4.1 the operator consents; or
		29.4.2 EHA states in the notice that, in his/her opinion, the variation, revocation or imposition is necessary in order to prevent or mitigate significant harm to public or environmental health or the risk of such harm.
30.	**Expiry of Approval**	
	30.1	The power pursuant to Regulation 26(2) of the Wastewater Regulations to, on application and payment of the fee fixed by Schedule 1, postpone the expiry of a wastewater works approval for a specified period.
31.	**Registers of Wastewater Works Approvals**	
	31.1	The power pursuant to Regulation 27(3) of the Wastewater Regulations, to extend the registers to include wastewater works approvals granted under the revoked regulations.
	31.2	The power pursuant to Regulation 27(6) of the Wastewater Regulations to include in the registers other information considered appropriate by the EHA.
32.	**Requirement to Obtain Expert Report**	
	32.1	The power pursuant to Regulation 29(1) of the Wastewater Regulations, if EHA suspects on reasonable grounds that a wastewater system is adversely affecting or threatening public or environmental health, to give the operator of the system a written notice requiring the operator to obtain and provide to EHA and/or the Council a written report from an independent wastewater engineer within a specified period addressing specified matters.
	32.2	The power pursuant to Regulation 29(3) of the Wastewater Regulations, if the requirements of a notice under Regulation 29 of the Wastewater Regulations are not complied with to obtain the required report and recover the costs and expenses reasonable incurred in doing so from the person

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		who failed to comply with the notice, as a debt.
	32.3	The power pursuant to Regulation 29(3) of the Wastewater Regulations, to authorise a person to enter land at any reasonable time for the purposes of the report.
33.	**Fees**	
	33.1	The power pursuant to Regulation 33(1) of the Wastewater Regulations, to refund, reduce or remit payment of a fee payable under the Wastewater Regulations if EHA considers that appropriate in the circumstances.
	33.2	The power pursuant to Regulation 33(2) of the Wastewater Regulations, to recover a fee payable to the Council by action in a court of competent jurisdiction as a debt due to the Council.

SOUTH AUSTRALIAN PUBLIC HEALTH (GENERAL) REGULATIONS 2013

34.	**Non-compliance with Notices (Section 93(6) of Act)**	
	34.1	The power pursuant to Regulation 5B(2) of the South Australian Public Health (General) Regulations 2013 (the General Regulations), for the purposes of the creation of a charge on land under Section 93 of the Act, to deliver to the Registrar-General a notice, in a form determined by the Minister on the recommendation or with the approval of the Registrar-General:
		34.1.1 setting out the amount recoverable under Section 93 of the Act; and
		34.1.2 setting out the land in relation to which the relevant action was taken; and
		34.1.3 requesting the Registrar-General to make a notation under Regulation 5B of the General Regulations in relation to the relevant land.
	34.2	The power pursuant to Regulation 5B(7) of the General Regulations to recover an amount as if it were a rate constituting a charge on land under Section 144(2) of the *Local Government Act 1999*.

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34.3	The power pursuant to Regulation 5B(8) of the General Regulations, if or when the amount to which the charge relates is paid, to by further notice in writing to the Registrar-General (being a notice in a form determined by the Minister on the recommendation or with the approval of the Registrar-General) cancel the charge.

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INSTRUMENT OF DELEGATION UNDER THE SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011 AND SOUTH AUSTRALIAN PUBLIC HEALTH (LEGIONELLA) REGULATIONS 2013, SOUTH AUSTRALIAN PUBLIC HEALTH (WASTEWATER) REGULATIONS 2013 AND SOUTH AUSTRALIAN PUBLIC HEALTH (GENERAL) REGULATIONS 2013

SCHEDULE OF CONDITIONS

CONDITIONS OR LIMITATIONS APPLICABLE TO DELEGATIONS CONTAINED IN THIS INSTRUMENT

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
3	The powers delegated at paragraphs 3.1-3.3 of this instrument can only be exercised after EHA has received consent from the Chief Executive Officer (or Delegate) of the Council to exercise those powers on a case-by-case basis.
5.2	The powers delegated at paragraph 5.2 of this instrument can only be exercised after EHA has received consent from the Chief Executive Officer (or Delegate) of the Council to exercise those powers on a case-by-case basis.
6	The powers delegated at paragraphs 6.1-6.4 of this instrument can only be exercised after EHA has received consent from the Chief Executive Officer (or Delegate) of the Council to exercise those powers on a case-by-case basis.

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APPENDIX 6

INSTRUMENT OF DELEGATION UNDER THE FINES ENFORCEMENT AND DEBT RECOVERY ACT 2017

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

1.	**Amounts Due Under Expiation Notices may be Treated as Part of Pecuniary Sum**
1.1	The power pursuant to Section 9(2) of the Fines Enforcement and Debt Recovery Act 2017 (**the Act**) if a debtor requests the making of an aggregation determination but no enforcement determination has been made under Section 22 of the Act in relation to the expiation amount, to pay the prescribed fee.
2.	**Arrangements as to Manner and Time of Payment**
2.1	The power pursuant to Section 20(4) of the Act to agree with the Chief Recovery Officer the manner in which the Chief Recovery Officer is to give the Health Authority (EHA) notice of an arrangement entered into under Section 20 of the Act in its capacity as delegate of Council.
2.2	The power pursuant to Section 20(18) of the Act to agree with the Chief Recovery Officer the manner in which, if an arrangement terminates under Sections 20(15) or (17) of the Act, the chief Recovery Officer is to give the EHA notice of the termination and the amount then outstanding as delegate of Council (taking into account, where the arrangement required the performance of community service, the number of hours of community service to be performed).
3.	**Enforcement Determination**
3.1	The power pursuant to Section 22(1) of the Act to enforce an expiation notice against the alleged offender by providing to the Chief Recovery Officer the particulars determined by the Chief Recovery officer relating to:

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	(a) the alleged offender; and (b) the offence or offences that remain unexpiated; and (c) the amount due under the notice; and (d) compliance by the EHA as delegate of Council with the requirements of the Act and any other Act.
3.2	The power pursuant to Section 22(2) of the Act to pay the prescribed fee.

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SCHEDULE OF CONDITIONS

CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
	Nil

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APPENDIX 7

INSTRUMENT OF DELEGATION UNDER THE SUPPORTED RESIDENTIAL FACILITIES ACT 1992 AND THE SUPPORTED RESIDENTIAL FACILITIES REGULATIONS 2009

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 BY THE COUNCIL IN THIS INSTRUMENT TO THE EASTERN HEALTH AUTHORITY

1.	**Role of Councils**
	1.1 The power pursuant to Section 9 of the Supported Residential Facilities Act 1992 ("the Act") to commence a prosecution for a breach of the Supported Residential Facilities Act 1992 and/or the Supported Residential Facilities Regulations 2009 where those instruments empower the Council to commence prosecution for a breach and to do anything necessary, expedient or incidental to performing or discharging the Council's power.
2.	**Appointment of Authorised Officers**
	2.1 The power pursuant to Section 21(1) of the Act to appoint a person to be an authorised officer under the Act;
	2.2 The duty pursuant to Section 21(2) of the Act to issue to an authorised officer an identity card; and
	2.3 The power pursuant to Section 21(4) of the Act by notice in writing served on an authorised officer, to revoke the appointment as an authorised officer.
3.	**Application for a Licence**
	3.1 The power pursuant to Section 24(3) of the Act by notice in writing not later than two months after a licence application has been made, to require the applicant to furnish specified information;

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3.2	The power pursuant to Section 24(5) of the Act to require any information included in an application or required by a notice to be verified by statutory declaration;
3.3	The power pursuant to Section 24(9) of the Act subject to such conditions as Eastern Health Authority (EHA) thinks fit, to conditionally approve the issue of a licence in respect of proposed premises and the duty where satisfied that the premises have been established in substantial compliance with those conditions (and within such a period, if any as EHA may have determined), to grant a licence; and
3.4	Where an application for a licence is refused, the duty pursuant to Section 24(10) of the Act notify the applicant in writing of the refusal, the reasons for the refusal, and any appeal rights that the applicant has under the Act.
3.5	The duty, pursuant to Section 25(1) of the Act in considering an application for a licence in respect of the use of premises as a supported residential facility, to take into account those matters specified in this Section and such other matters as EHA thinks fit;
3.6	The duty pursuant to Section 25(2) of the Act in determining whether or not an applicant is suitable to be granted a licence, to have regard to those matters specified in this Section and to such other matters as EHA thinks fit;
3.7	The duty pursuant to Section 25(3) of the Act in determining whether or not premises are suitable to be used as a supported residential facility, to have regard to those matters specified in Section 25(3) of the Act and to such other matters as EHA thinks fit;
3.8	The duty pursuant to Section 25(4) of the Act not to grant a licence where it appears that the facility would not be administered in accordance with the principles prescribed in Part 2 of the Act.
4.	**Renewal of Licence**
4.1	The power pursuant to Section 27(3) of the Act at EHA's discretion, to determine a late application for renewal provided that the applicant pays the prescribed late application fee;
4.2	The duty pursuant to Section 27(4) of the Act by notice in writing served on the applicant, to give a decision on an application for the renewal of a licence before the date of expiry of the licence and where EHA decides to refuse an application for renewal of a licence, the duty to state in the notice of refusal the reasons for the refusal and the appeal rights that the applicant may have under the Act.
4.3	The power pursuant to Section 28 of the Act to refuse to renew a licence

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	on any ground on which a licence may be cancelled.
5.	**Licence Conditions**
5.1	The power pursuant to Section 29(2) of the Act to impose licence conditions with respect to such matters as are contemplated by the Act or as EHA considers necessary or expedient for the purposes of the Act;
5.2	Pursuant to Section 29(3) of the Act where conditions are imposed by EHA:
5.2.1	if imposed at the time of grant or renewal of the licence – the duty to include them in the licence itself;
5.2.2	if imposed during the currency of the licence – the duty to impose them by notice in writing served on the holder of the licence;
5.2.3	the power to vary or revoke conditions at any time by notice in writing served on the holder of the licence;
5.3	Deliberately left blank.
6.	**Transfer of Licence**
6.1	The duty pursuant to Section 30(4) of the Act, upon due application under Section 30 of the Act and payment of the prescribed fee, to transfer the licence to the proposed transferee if satisfied that the proposed transferee would be a suitable person to be granted a licence under the Act.
7.	**Cancellation of Licence**
7.1	The power pursuant to Section 31(1) of the Act, to cancel a licence, on reasonable grounds, where satisfied that any of the matters specified in this Section are applicable;
7.2	The duty pursuant to Section 31(2) of the Act before acting under this Section, to notify the holder of the licence in writing of the proposed cancellation of the licence and allow the holder of the licence at least 28 days within which to make submissions in relation to the proposed action;
7.3	The power pursuant to Section 31(3) of the Act pending the cancellation (or possible cancellation) of a licence under this Section, to impose conditions to protect the interests of the residents of the facility; and
7.4	The power pursuant to Section 31(4) of the Act, to appoint an administrator of the facility and to take such other steps as may be

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	reasonable to secure the proper care of the residents of the facility.
8.	**Appeals**
8.1	The power pursuant to Section 32(5) of the Act where EHA is satisfied that an applicant for renewal of a licence has instituted or intends to institute an appeal, to order that the licence remain in force until the determination of the appeal; and to impose such conditions as EHA thinks fit.
8.2	The power pursuant to Section 32(7) of the Act if a person contravenes, or fails to comply with, a condition imposed under Section 32(5) of the Act to revoke any order to which the condition relates.
8.3	The duty pursuant to Section 33(1) of the Act, and subject to Section 33(2), where application is made for a licence in respect of a facility that was in operation during the period of three (3) months immediately preceding the commencement of the Section, to upon payment of the prescribed fee, grant a licence in accordance with the Act for a term of one year.
9.	**Appointment of Manager**
9.1	The power pursuant to Section 34(1) of the Act where the proprietor of a facility is not directly involved in the management of the facility or the proprietor of a facility is a body corporate, to approve a natural person for the purpose of managing the facility under that person's personal supervision.
9.2	The power pursuant to Section 34(2) of the Act to extend the period of management without supervision.
10.	**Death of Licensee**
10.1	The power pursuant to Section 35 of the Act, where the holder of a licence dies, to approve the personal representative or some other person to be taken to be the holder of the licence (on the same conditions as applicable to the former holder of the licence) as from the date of death until the expiration of six months from that date or until such later date as may be fixed by EHA.
11.	**Recision of Resident Contract by Proprietor**
11.1	The power pursuant to Section 39(2)(b) of the Act to approve the method of providing a termination notice subject to this Section.
12.	**Disputes**
12.1	The power pursuant to Section 43(2) of the Act on an application made

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	in relation to any of the matters specified in Section 43(1) of the Act, to explore any possible avenue of achieving conciliation between the parties and for these purposes, EHA, may as it thinks fit, take any action in accordance with Section 43(3) of the Act;
12.2	The power pursuant to Section 43(6) of the Act, to require an applicant, to furnish such further information in relation to the subject matter of the application as EHA thinks necessary, and to verify any information by statutory declaration;
12.3	The duty pursuant to Section 43(7) of the Act to give the applicant and the respondent reasonable notice of the time and place of any hearing of the application;
12.4	The power pursuant to Section 43(9) of the Act where satisfied that an interim order is justified by the urgent circumstances of the case, to make an interim order pending final resolution of the matter.
12.5	The power pursuant to Section 43(11) of the Act to vary or revoke an order made under Section 43 of the Act;
12.6	The power, pursuant to Section 43(12) of the Act -
12.6.1	to decline to proceed with an application under this Section until satisfied that reasonable steps have been taken to resolve the dispute pursuant to other procedures specified by EHA;
12.6.2	to decline to proceed with an application under this Section if EHA considers that it would be more appropriate for proceedings to be taken in a court or tribunal constituted by law; or
12.6.3	to decline to proceed (or further proceed) with an application under this Section if proceedings related to the subject matter of the application have been commenced in a court or tribunal constituted by law; and
12.7	The duty pursuant to Section 43(13) of the Act in determining any application under this Section, to act with as much expedition as is reasonably practicable in the circumstances.
13.	**Attendance by Health Service Providers etc.**
13.1	The power pursuant to Section 47(1) of the Act to approve a health service provider, social worker, or any person, for the purposes of Section 47.
14.	**Complaints**
14.1	The power pursuant to Section 49(1) of the Act to receive a complaint

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	about the management of a supported residential facility or any residential-only premises or about the conduct of a resident of a supported residential facility or any residential-only premises.
14.2	The power pursuant to Section 49(2) of the Act to require a complaint to be reduced to writing.
14.3	The power pursuant to Section 49(3) of the Act to take such action as EHA thinks fit in view of the complaint.
14.4	The power pursuant to Section 49(4) of the Act to appoint an authorised officer to carry out an investigation into the circumstances surrounding the complaint and to attempt to resolve the matter as expeditiously as possible.
15.	**Regulations**
15.1	Pursuant to Sections 57(5) and (6) of the Act where the proprietor of a facility who holds a licence under the Act applies to EHA for an exemption from a regulation that applies to the facility and EHA is satisfied -
	15.1.1 that EHA can grant the exemption without seriously affecting the interests of a resident of the facility; and
	15.1.2 that it is appropriate for EHA to grant the exemption in the circumstances of the particular case,
	the power to, by notice in writing to the proprietor, exempt the proprietor from the regulation to which the application relates, on such conditions as EHA thinks fit.
15.2	The power pursuant to Section 57(7) of the Act, to, at any time, by further notice to the proprietor:
	15.2.1 revoke an exemption under Section 57(5);
	15.2.2 vary or revoke a condition under Section 57(6).

DELEGATIONS UNDER THE SUPPORTED RESIDENTIAL FACILITIES REGULATIONS 2009	
16.	The duty pursuant to Regulation 4(1) of the Supported Residential Facilities Regulations 2009 (“the Regulations”) to decide an application for a licence under Section 24 of the Act within eight weeks of the application being made.

Attachment

17.	The duty pursuant to Regulation 4(2) of the Regulations, in considering an application for a licence in respect of the use of premises (or proposed premises) as a supported residential facility, to take into account the extent to which the premises (or proposed premises) accord with the standards prescribed by or under the Building Code of Australia.
18.	The power pursuant to Regulation 5(2) of the Regulations to receive a copy of a prospectus, or a copy of an alteration to a prospectus, and a copy of the written statement required to accompany the prospectus or alteration to the prospectus pursuant to Regulation 5(2)(b) of the Regulations.
19.	The power pursuant to Regulation 14(1)(b) of the Regulations to receive information of any untoward medical event that occurs in relation to a resident of a facility.
20.	The power pursuant to Regulation 17(2) of the Regulations to approve an acting manager for the purpose of appointment to or otherwise assuming the duties of the office of manager of a facility if, for a period exceeding seven days, a manager is absent from the duties of office, or the position of manager is temporarily vacant and a resident of the facility is in need of personal care services.
21.	The power pursuant to Regulation 18(1) of the Regulations to approve a registered nurse as being a person who has appropriate qualifications, skills and experience to oversee the provision of nursing care at a facility.
22.	The power pursuant to Regulation 18(2) of the Regulations, if there is a change in the type or level of services provided at a nursing home, to revoke, by notice in writing to the proprietor, an approval under Regulation 18(1) of the Regulations and require that a new appointment be made to ensure that the person who oversees the provision of nursing care at the facility has the qualifications, skills and experience appropriate to the facility.
23.	The power pursuant to Regulation 21(1)(b) of the Regulations to approve a kitchen at a facility otherwise than in accordance with the requirements of Regulation 21(1)(b) of the Regulations.
24.	The power pursuant to Regulation 21(3)(e) of the Regulations to require the fitting of handrails, ramps and, for a multi-storey building, lifts.
25.	The power pursuant to Regulation 24(1) of the Regulations to direct the proprietor of a facility to install a communication system at the facility.
26.	The duty pursuant to Regulation 26(2) of the Regulations to remit amounts payable to the indemnity fund under Section 56(4) of the Act to the fund manager within 28 days after the end of the financial year in which they are received by EHA.

Attachment

SCHEDULE OF CONDITIONS

CONDITIONS OR LIMITATIONS APPLICABLE TO DELEGATIONS CONTAINED IN THIS INSTRUMENT

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
	NIL

Attachment

EASTERN HEALTH AUTHORITY
101 Payneham Road, St Peters SA 5069
PO Box 275 Stepney SA 5069
T 8132 3600 / F 8132 3623
eha@eha.sa.gov.au
www.eha.sa.gov.au
ABN 52 535 526 438

Our Ref: AF17/223

23 February 2018

Jo-Ann Tanti
Manager of Governance and Administration
City of Prospect
PO Box 171
Propsect SA 5082

Dear Ms Tanti

Review of Delegations to the Eastern Health Authority (EHA)

As you would be aware councils are required to review their delegations at least once in every financial year pursuant to Section 44 of the Local Government Act 1999.

As previously agreed EHA has committed to lead the review process in relation to the delegations made to EHA by its Constituent Councils. This agreement was made to ensure continuity and consistency of the delegations used by EHA. Constituent Councils have considered their respective delegations to EHA as a separate process from all other delegations they may make since 2007.

The reasoning behind the approach was based on the following:

- The previous approach where councils considered all of their respective delegations in a single report would require EHA to review its delegations and sub delegations on five separate occasions each year to accord with the reviews undertaken by each of its five Constituent Councils.

- Should EHA not review its delegations five times per year to accord with the reviews undertaken by EHA's Constituent Councils, there would be periods of time during which the EHA's delegations and sub delegations were no longer in force if the Constituent Councils have revoked their previous delegations to EHA.

- There may be inconsistencies in the way in which each of the Constituent Councils delegate powers and functions under the relevant Acts to EHA.

EHA has now undertaken a review of all delegations currently in place and requests that the reviewed Instruments of Delegation which are enclosed are adopted by your council.

The draft resolutions have been drafted so that the delegations to EHA from the Constituent Councils will come into effect on 2 May 2018. This is the date that EHA's Board of

Attachment

Management will subdelegate the powers and functions delegated to EHA to the Chief Executive Officer and staff of EHA. It is therefore necessary for your council to adopt the instruments prior to this date.

To assist your Council with the process, I have enclosed the following documents and included instructions in relation to their use

1. Draft Resolution for the Making of Delegations — Council to Eastern Health Authority:

The draft resolutions are in substantially the same format as the draft resolutions that appear on the LGA website in respect of the template Instruments of Delegations, albeit with necessary modification. Accordingly the draft resolutions will be familiar to Constituent Councils.

The draft resolution provides for the revocation of delegations under the seven Acts listed at *clause 1.1*. You will note that in the instance where a Constituent Council revokes its previous delegations to EHA, the draft resolutions provide for that revocation to take effect from 2 May 2018.

This will assist in ensuring that there is no gap between the period that the Constituent Councils make delegations to EHA and EHA subdelegates those powers and functions delegated to it.

Clause 2 delegates powers via the Local Government Act in relation to the Environment Protection Act, Expiation of Offences Act, Local Government Act, Safe Drinking Water Act, South Australian Public Health Act and Fines Enforcement and Debt Recovery Act.

Clause 2 requires the insertion of:

- [X] – the report date
- [Y] – the report title
- [insert day] of [insert month] 201[ ] (the date of the council meeting to consider the delegations)

Clause 3 directly delegates powers under the Supported Residential Facilities Act.

Clause 3 requires the insertion of:

- [X] – the report date
- [Y] – the report title
- [insert day] of [insert month] 201[ ] (the date of the council meeting to consider the delegations)

Clause 4 of the draft resolution provides for an acknowledgment that EHA is an enforcement agency for the purposes of the Food Act 2001 and further that EHA is completely responsible for the operation and enforcement of the Food Act 2001 within the area of the relevant council. This is due to the fact that EHA receives its powers directly from the legislation by virtue of it being a regional subsidiary.

The resolution also acknowledges that the Chief Executive Officer of EHA, being the principal officer of EHA, is the head of an enforcement agency pursuant to Regulation 5 of the Food Regulations 2002.

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Clause 4 at *4.1.2* requires the insertion of the name of your council at [insert name of Council].

In all instances it is proposed (as has been the case in the past) that the powers and functions delegated to EHA by the Constituent Councils are able to be sub delegated by EHA as it sees fit.

The standard conditions of delegation requires the insertion of the name of your council at [insert name of Council].

2. Various Instruments of Delegations (Appendices 1 to 6)

The Instruments of Delegation listed below are reasonably self-explanatory.

Appendix 1	Environment Protection Act 1993 and Environment Protection (Waste to Resources) Policy 2010
Appendix 2	Expiation of Offences Act 1996
Appendix 3	Local Government Act 1999
Appendix 4	Safe Drinking Water Act 2011
Appendix 5	South Australian Public Health Act 2011; South Australian Public Health (Wastewater) Regulations 2013 South Australian Public Health (Legionella) Regulations 2013 and South Australian Public Health (General) Regulations 2013
Appendix 6	Fines Enforcement and Debt Recovery Act 2017
Appendix 7	Supported Residential Facilities Act 1992 and Supported Residential Facilities Regulations 2009

In the main, it has only been necessary to make minor changes to the instruments previously adopted by Constituent Councils to bring them in line with the templates on the Local Government Association website. However:

- changes have been made to the instrument of delegation under the Expiation of Offences Act 1996 to make it clear that EHA can expiate for offences under the Environment Protection Act 1993 on behalf of the Consitutent Councils, if required and to account for the commencement of the new Fines Enforcement and Debt Recovery Act 2017;
- a new instrument of delegation is proposed under the Fines Enforcement and Debt Recovery Act 2017 to account for powers previously vested in EHA under the Expiation of Offences Act 1996 moving into this new Act;
- a new instrument of delegation is proposed under the Local Government Act 1999 to incorporate the power to commence prosecution proceedings (which was previously included as a stand-alone resolution), and to empower EHA to take certain debt recovery action when acting as Council's delegate;
    - correspodening changes have been made to the instrument of delegation under the South Australian Public Health Act to ensure adequate power is available to EHA regarding debt recovery for its actions;
    - corresponding changes have been made to the instrument of delegation under the Supported Residential Facilities Act regarding the commcecment of prosection proceedings by EHA
- changes have been made to the instrument of delegation under the Safe Drinking Water Act to take into account legislative amendments made to the appellate mechnism under that Act

Attachment

- Housing Improvement Act delegations are to be revoked, but not replaced, due to the repeal of the 1940 Act and the removal of local government's role in the administration of the replacement 2016 Act.

The draft resolution for the making of delegations has also been updated to reflect the revision to the prosecution delegation, with the removal of the previous paragraph 5. The power to commence prosecutions under the South Australian Public Health Act previoulsy included in that resolution is no longer required as it is contained in the Act.

The Instruments are generally in the same format as the Instruments of Delegation on the LGA website and accordingly amendments to the Instruments can be easily attended to in the future by reference to the updated instruments that are prepared and placed on the LGA website.

The documents enclosed with this correspondence have also been provided to you in an electronic format, via e-mail.

Once your council has considered the delegations review it would be appreciated if you would provide EHA with a copy of the report, attachments and minutes which are required for the subdelegation process. It would be appreciated if these documents are forwarded to EHA as soon as practically possible following your council meeting (April 23 at the latest) to enable a report to be presented to the Board of Management meeting on 2 May 2018.

I hope this information is useful in relation to the review of delegations process and trust that the proposed review process timeline is acceptable to you. If you would like to discuss any issue in relation to the delegation review please contact me on telephone 8132 3611.

Yours sincerely

Michael Livori
Chief Executive Officer

Encl

Attachment

AGENDA ITEM NO.: **14.9**

TO: Council on 24 April 2018

DIRECTOR: Chris Hannaford, Director Business & Innovation

REPORT AUTHOR: Daniel Adams, Economic Development Officer

SUBJECT: GigCity Implementation

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1. EXECUTIVE SUMMARY

This report seeks to update Elected Members on progress with the GigCity Adelaide project.

On 12 February 2018 Council received a letter from the former State Minister for Science and Information Economy (Hon Kyam Maher), advising that Council was successful with its application for the Prospect Road Innovation Precinct under the GigCity Adelaide Network.

On the 27 March 2018, Council was informed that the Export Incubator Initiative was not supported by the Commonwealth Government. Council had allocated $100,000 to this initiative in the current financial year and minimal funds have been spent. As such it is proposed to reallocate approximately half of these funds to connect a portion of Prospect Road to the GigCity Network.

Due to the GigCity Network being underfunded by the previous Government, additional funding is being sought from the Maras Group and the new State Government to complete the GigCity link to the Maras building on Prospect Road.

The Prospect Road Innovation Precinct will be a central part of our Digital Economy Strategy, by allowing local businesses to access speeds of 1-10 Gigabit per second (Gbps); making Prospect competitive in the high end office space market. Indeed, Prospect Road will be the only main street precinct in South Australia outside of the CBD to offer ultra-high speed fibre to its businesses. This will greatly assist with both the leasing of the office space above the Cinemas and with our own proposed office space in the Community Hub Library and Information Centre (CLIC).

2. RECOMMENDATION

(1) Council having considered Item 14.9 GigCity Implementation, receives and notes the report.

(2) The Council authorise the Chief Executive Officer to negotiate amendments and execute the agreement with the Minister for Science & Information Economy to participate in the GigCity program (as provided in Attachments 2-29), on such terms as determined reasonable to protect Council's interests.

(3) The Council authorise the Chief Executive Officer to negotiate amendments and execute the agreement for the SABRENet User Access Agreement (as provided in Attachments 30-73), on such terms as determined reasonable to protect Council's interest.

(4) That $50,000 is reallocated from Export Incubator Initiative to the GigCity project as part of Budget Review Three 2018.

(5) Subject to additional funding from the State Government and/or the Maras Group the GigCity network, as core infrastructure for the Prospect Road Innovation Precinct, is extended to the Cinema Complex and Office Space at 96 Prospect Road, Prospect.

(6) That the $50,000 be carried forward to the 2018/2019 financial year for the GigCity initiative due to contractor availability.

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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 3.4 International Prospect	The GigCity Network with its four anchor buildings are part of the Prospect Road Innovation Precinct. They will attract new data centric businesses to Prospect Road. The GigCity Program will ensure that business in the Prospect Road Innovation Precinct can readily export services and data at speeds of 1 Gbps and fully participate in the international Gig Economy.

Intelligent Community Indicators

1. Broadband	Infrastructure is the foundation of economic competitiveness	A GigCity Network in Prospect will provide gigabit-speeds to Prospect businesses. Supporting local co-working spaces on Prospect Road with highspeed connections will enable them to attract a wider range of businesses. The co-working spaces could also engage with local businesses and groups such as the University of
2. Knowledge Workforce	A labour force that creates economic value through its knowledge, skills and ability to use information effectively	
3. Innovation	Intelligent Communities pursue innovation through a relationship between business, government and institutions.	

4. Digital Equality	Allowing everyone access to broadband technologies and skills to use them	the Third Age. Council will use the Prospect Road Innovation Precinct and its composite business to promote the benefits of the Gig Economy.
6. Advocacy	Engaging leaders and citizens, businesses and institutions, in identifying opportunities to champion positive change.	

4. REGIONAL IMPACT

The impact of the Prospect Road Innovation Precinct and CLIC development has been modelled to provide 119 jobs over the next 12-18 months. In particular, the activation of the top floor of the Maras building with high tech professionals will have the greatest long-term impact. The estimated economic impact of the GigCity connection and the Prospect Road Innovation Precinct is an average increase of over $37million to the region's GRP over each of the coming four years, supporting 337 (FTE) new jobs.

5. COMMUNITY INVOLVEMENT

The GigCity proposal has been developed with the Maras Group, Little City and Business Hub. SABRENet and the State Government along with ICT communications experts, have aided in the development of the proposed network and its costings. The benefits of the Prospect Road Innovation Precinct have also been discussed with the University of the Third Age.

6. DISCUSSION

Background

The former State Government's Gig City Adelaide Stage 2 program was an attempt to improve South Australia's competitiveness by providing precincts and businesses with access to broadband data at speeds of between 1-10 Gbps. This network will leverage the university system's research network - South Australian Broadband Research and Education Network (SABRENet). These speeds are 10 to 100 times faster than the NBN's fibre network.

In October 2017, the former State Government announced the GigCity Adelaide Stage 2 Program. On 12 February 2018 Council received a letter from the former State Minister for Science and Information Economy (Hon Kyam Maher), advising that Council was successful with its application for the Prospect Road Innovation Precinct to join the GigCity Adelaide Network.

Council has developed the Prospect Road Innovation Precinct building on the success of the existing co-working spaces on Prospect Road. It would also include the Community Hub Library and Innovation Centre (CLIC) and 96 Prospect Road (office space above the cinema complex). The CLIC building will have approximately 320sqm of commercial space which could also be used for business incubation or to attract data centric and high tech businesses.

The Prospect Road Innovation Precinct consists of four anchor sites:

- Council building at 126 Prospect Road
- Little City co-working studio at 118 Prospect Road
- Business Hub serviced offices at 110-112 Prospect Road
- Palace Nova Cinema and offices at 96 Prospect Road.

The infrastructure supporting Prospect's GigCity Network will be flexible, allowing additional offices and businesses within the precinct to be connected over time. In particular, the proposed rebuild of the Foodland on Prospect Road and associated offices will be able to access a GigCity connection. This vital technology will form an opportunity for a potential cluster of businesses not currently choosing to operate in Prospect.

The 1,100m^2 of offices associated with the Cinema has the greatest potential to provide additional high-end jobs to the Precinct. Indeed, the addition of ultra-fast, high bandwidth data connection will distinguish the building and make it a destination for media, defence, gaming, bio tech, and technology companies. The State Government has said that cost of the data for each anchor business will be $179.90 per month.

City of Adelaide has a similar program called 10 Gigabit Adelaide, in partnership with TPG. The $24million program is being jointly funded on a 50/50 basis by City of Adelaide and TPG. There are no connection fees under the City of Adelaide program. City of Adelaide has an extensive conduit system that it has been expanding over the last 20 years to improve broadband access. Over the next two years, an estimated 1,000 buildings in the City and North Adelaide (to the northern end of O'Connell St) will have access to a connection. It is expected the monthly internet/data fee for the Adelaide/TPG network is more than twice that of the GigCity network. To ensure that Prospect is competitive with other office spaces in City of Adelaide it is essential that Council extends the GigCity Network beyond CLIC and along Prospect Rd.

GigCity Adelaide Stage 2

The previous State Government provided $7.6 million to GigCity Adelaide Stage 2 and announced the 16 successful sites in February 2018. Departmental advisors have said that the Prospect proposal, due to the proximity of the SABRENet network to Council offices, will only cost the Government $80,000 or 1% of the overall budget.

It was the view of the previous Government that all they needed to do was make one SABRENet connection to one building and not link up the wider precinct. However, this limited approach will mean the full potential of the GigCity program, will not be realised without additional funding to undertake the trenching/boring required to link up all buildings in our precinct.

A detailed plan and network design has been undertaken to determine the most effective way to allow for all four buildings in Prospect to connect to GigCity. Unlike the City of Adelaide, Prospect has a limited conduit network that runs from the Council carpark at 128 Prospect Road to Kintore Avenue on the eastern side of Prospect Road. To link up the incubators and the Maras building an additional 120m of conduit and three cross overs are required (**Attachment 1**).

Council has funds that were allocated to the Commonwealth Incubator support initiative that could be directed to this project in the current financial year. To complete the GigCity network and provide a competitive advantage for Prospect Road two immediate and complementary options are proposed:

1. Council with Government support, funds the cross overs to the existing co-working spaces; and

2. Council with funding from the State Government and/or the Maras Group extends the GigCity network to 96 Prospect Road.

The cost of option 1, is estimated to be up to $50,000. It is proposed that Council funds this element of the network to the co-working spaces. This is based on their limited ability to pay and the desire of Council to encourage start-up businesses.

The cost to extend the network to the Cinema building (option 2) would be up to $27,000 if it was undertaken as one project with Council. Option 2 would only be undertaken with support from the Maras Group. Initial discussions regarding their financial support have been positive.

A meeting with the Member for Adelaide, Minister Rachel Sanderson will be held soon and a meeting with Minister David Pisoni the new Minister for Industry and Skills is being sought to increase the Government's commitment to the Prospect Road Innovation Precinct. The deficiencies in the program design of the former State Government's GigCity Adelaide Stage 2 program will be provided to the new Minister for Industry and Skills. In particular, the State Government program needs to develop a precinct wide network, rather than link up a single building if the network is to be successful on a statewide basis.

Legal Agreements.

To gain access to the GigCity program Council must sign two legal agreements with:

- Minister for Science and Information Economy to participate in the GigCity network; and
- SABRENet – User Access Agreement to connect to their system.

These agreements have been reviewed by Norman Waterhouse who have advised that several amendments are necessary to protect Council's interest to participate in the GigCity program. It is also anticipated that there will be further amendments required by SABRENet and the Deputy Crown Solicitor as part of the negotiations. As such it is proposed that Council authorises the Chief Executive Officer to negotiate and sign the agreements on such terms as determined reasonable by the Chief Executive Officer.

Financial and Resource Implications

Council has committed $100,000 to the Incubator Support Initiative during the current financial year. As the incubator project is not going ahead these funds can be reallocated in the third quarter budget review.

A quote of $67,892 (ex GST) has been received for the connection of all four buildings including three crossovers (**Attachment 1**). Minor additional costs to provide lead-ins

to each building from communication pits will also be required. It is anticipated that the cost of these lead-ins to the incubators would not be more than $3,000 each.

Under the State Government's program businesses within each precinct will be able to purchase gigabit-speed internet service plans for between $49.90 and $179.90 per month. In relation to CLIC this may result in a savings to Council for the purchase of data subject to an IT review.

As stated in the body of the report there are two options to develop the GigCity network in Prospect.

Detail on the cost of the two options is below:

Option 1 ($50,000) Link up the Co-working Spaces

It is proposed that Council fully fund the cross overs to the two co-working spaces. A separate quote for this option has been received of $43,783 (less GST). In addition, two lead-ins would be required at approximately $3,000 each. To ensure the program is competitive with the City of Adelaide 10 Gigabit Adelaide Program and to gain maximum take up for the business incubators it is not proposed to charge property owners and businesses for the lead-in fee or any conduit and connection costs. Table 1 identifies costs to link Co-working spaces to Prospect's GigCity Network.

Table 1 Link up the Coworking Spaces

2 Cross overs and 2 communications pits	$43,783
Lead-in to 2 coworking spaces	$6,000
Total	**$49,783**

All costs are ex GST

Option 2 ($27,000) Link up the Cinemas and Office Space

This option would not be funded by Council. However, this section of the network requires additional directional boring of approximately 120m and a crossover to reach the Maras Building to link the office space above the cinemas. Table 2 identifies costs to link the office space above the cinemas to Prospect's GigCity Network and is provided to Council for information.

Table 2 Link up the Office Space above the Cinemas

1 Cross over and 2 communications pits & 120m of directional boring/conduit	$24,109
Lead-in to office space above Cinema	$3,000
Total	**$27,109**

All costs are ex GST

Funding for the extension of the GigCity to the Maras building will be sought from the State Government and the Maras Group. Note funding for the extension of the network to the Maras building is relatively low as the majority of costs are in the setup of the boring drill and traffic management. It is also assumed that the two projects would be done as one contract.

Funds for Option 1 are to be reallocated as part of Budget Review Three from the Incubator Support Initiative budget line.

Advice has been received that the proposed contractor for the extension of the network will not be able to undertake the work until August 2018. This is due to their recent success with other contracts. As such it is proposed to carry forward $50,000 to the 2018/19 financial year.

7. CONCLUDING STATEMENTS

City of Prospect has refocused its efforts on the Prospect Road Innovation Precinct. This area has the following benefits:

- GigCity Connection
- Two existing co-working and serviced office spaces (Little City and Business Hub)
- 96 Prospect Road with office space above the cinemas, the proposed CLIC building and adjacent development
- High levels of amenity to attract knowledge workers.

Given the extensive GigCity program that will be run out in the City of Adelaide it is essential that Prospect makes a commitment to the State Government GigCity program of the same name to ensure that office space is competitive in terms of access to high speed broadband.

Indeed, Prospect with its higher levels of amenity and access to free car parking could be a destination of choice for high tech businesses, relocating firms, and start-ups.

ATTACHMENTS

Attachments 1:	Extension of Prospect Conduit Network for GigCity Expansion
Attachments 2-29:	Agreement with Minister for Science and Information Economy to participate in the GigCity program
Attachments 30-73:	Agreement with SABRENet – User Access Agreement

Extension of Prospect Conduit Network for GigCity Expansion

Attachment

MAP LEGEND

- Next Generation Council & Services - Civic Centre, Library of the Future, Digital Hub and potential co-working space
- Cinema Complex - 1,100sqm potential co-working space, 14 cinemas, 600sqm retail
- Existing Comms Pits
- Business Hub Serviced Offices
- Proposed Comms Pits
- Existing 100mm Conduit
- Little City Studio
- Proposed 50mm Conduit
- Proposed Crossovers

DATED DAY OF 2018

AGREEMENT

BETWEEN

MINISTER FOR SCIENCE AND INFORMATION ECONOMY

AND

CITY OF PROSPECT

ABN: XXX XXX XXX

REGARDING PARTICIPATION IN THE

GIGCITY ADELAIDE PROGRAM

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AGREEMENT dated

PARTIES:

MINISTER FOR SCIENCE AND INFORMATION ECONOMY a body corporate incorporated pursuant to the Administrative Arrangements Act, 1994 of Level 10, 1 King William Street, ADELAIDE South Australia 5000

(**Minister**)

AND

CITY OF PROSPECT ……

(**The Precinct**)

BACKGROUND:

A The GigCity Adelaide Program is a program providing internet speeds of at least 1 Gigabit per second (Gbps) to certain existing and future innovation precincts that aims to drive economic development and job creation in Adelaide (and, by extension, South Australia).

B With funding of up to $7.595 million (ex GST) from the South Australian Government, the Program provides Gigabit speed internet connectivity at very affordable prices to eligible businesses within innovation precincts selected by DSD. This is expected to deliver the following outcomes:

a) Provide the very fast internet speeds required for innovative and technologically-advanced businesses to develop and thrive;

b) Enhance Adelaide's reputation as a digitally-enabled city, thereby improving its capacity to attract individuals and businesses to relocate to South Australia and creating a comparative advantage over other Australian cities;

c) Provide support to innovation precincts, thereby establishing Adelaide as a preferred destination for high-tech start-ups and entrepreneurs;

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d) Facilitate the development of a venture capital sector in South Australia that invests in, and nurtures, the entrepreneurs and innovators of tomorrow;

e) To drive economic development and job opportunities by overcoming the impediment to innovation caused by the cost of ultra-fast internet connectivity;

C The Program is being delivered across the fibre-optic network of SABRENet Limited, a not-for-profit organisation of which the South Australian Government is a founding member. EscapeNet, an Adelaide-based internet services provider, has been engaged by SABRENet Limited to deliver very high speed internet connectivity to innovation precincts and their businesses.

D SABRENet Limited as part of the GigCity Adelaide Program will meet all or part of the costs of providing the Precinct with a SABRENet fibre optic network connection to one or more agreed termination points (such as a communications room) within the precinct's premises.

E SABRENet Limited has contracted EscapeNet Pty Ltd (the GigCity Service Provider) to provide affordable and high-speed wholesale and retail internet services (GigCity Services) to precincts over the SABRENet fibre optic network as part of the Program.

F The Minister through the Department of State Development (DSD) has selected the Precinct to participate in the GigCity Adelaide Program in keeping with the terms and conditions set forth in this Agreement.

G Recognising the considerable cost involved in connecting a precinct to the GigCity network, including but not limited to surveying, civil construction works, the supply of fibre optic cables, the provision of information technology hardware and other equipment and network engineering, potential precincts were invited to consider a non-compulsory financial or in-kind co-contribution towards these costs.

H If the Precinct has elected to make a financial or in-kind co-contribution towards the costs to the Program, the terms and conditions of that co-contribution will be specified in this Agreement.

IT IS AGREED:

1. **INTERPRETATION**

1.1 **Definitions**

In this agreement:

1.1.1 **Agreement** means this Agreement between the Parties.

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1.1.2 **Commencement Date** means the date specified in Item 2 of Schedule 1.

1.1.3 **Department of State Development (DSD)** means the agency through which the South Australian Government funds and manages the GigCity Adelaide Program.

1.1.4 **EscapeNet Pty Ltd (**or **EscapeNet)** means EscapeNet Pty Ltd, a retail internet service provider that has been contracted by SABRENet Ltd to provide the GigCity Service to certain innovation precincts and its businesses.

1.1.5 **GigCity Precinct** (or **Precinct**) means a collection of one or more co-located businesses (not zoned for residential purposes by the relevant local government authority) within a defined geographical area that is managed or coordinated by a governing entity (a 'Precinct Manager')

1.1.6 **GigCity Adelaide Program** or **GigCity Program** or **Program** means a program providing internet speeds of at least 1 Gigabit per second (Gbps) to certain existing and future innovation precincts that aims to drive economic development and job creation in Adelaide (and, by extension, South Australia.

1.1.7 **GigCity Service** means a high-speed and affordable wholesale and/or retail internet service provided to designated innovation precincts by a GigCity Service Provider.

1.1.8 **GigCity Service Provider** means EscapeNet Pty Ltd or any other service provider contracted by the Minister or SABRENet Limited to provide GigCity Services to Precincts and its businesses.

1.1.9 **GigCity User Access Agreement** means an agreement between SABRENet Limited and a GigCity Precinct that defines the SABRENet network fibres allocated to that Precinct for the purposes of the GigCity Adelaide Program and allows the use of these fibres for certain purposes.

1.1.10 **Intellectual Property Rights** means any patent, copyright, trademark, trade name, design, trade secret, know how or other form of intellectual property right whether arising before or after the execution of the MOU and the right to registration of these rights.

1.1.11 **Minister** (or the **Minister**) means the Minister of Science and Information Economy.

1.1.12 **Parties** means the Minster and The Precinct, and a "**Party**" means either of the Parties as the circumstances require or permit.

1.1.13 **Precinct** means a collection of co-located businesses within a defined geographical area that is managed or coordinated by a governing entity ("Precinct Manager") and which is undertaking activities that support innovation and deliver a public benefit;

and is not:

(a) A single business located within a defined geographical area that is managed by a designated precinct manager (i.e. a stand-alone business); or

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(b) A residential premise (or a business located within premises zoned for residential use), as defined by the relevant local government authority that has jurisdiction over the physical location of the Precinct.

1.1.14 **Precinct Manager** means an individual or entity that "orchestrates" or "curates" the provision of a GigCity Service to a precinct's businesses by liaising between SABRENet Limited and the GigCity Service Provider to arrange for the delivery of the service to one or more businesses by the GigCity Service Provider, with functions and responsibilities defined in the GigCity User Access Agreement.

1.1.15 **SABRENet** means to the fibre-optic cable network owned and operated by SABRENet Limited.

1.1.16 **SABRENet Limited** (or **SABRENet Ltd**) means a telecommunications company, jointly owned by the South Australian Government, the University of Adelaide, the University of South Australia and Flinders University, that has been contracted by the South Australian Government to implement Stage 1 of the GigCity Adelaide Program.

1.1.17 **SGC program** means the network of communities that have each committed to leveraging next-generation smart city and internet technologies to keep pace with the world's rapidly changing information technology-driven economy.

1.1.18 **South Australian Government** (or the **Government**) means the Government of the State of South Australia, its Ministers and servants.

1.1.19 **Stage 1 GigCity Precinct** is a GigCity Precinct that is scheduled for connection to the SABRENet dark fibre network and delivery of a GigCity Service as part of Stage 1 of the Program (noting that additional GigCity Precincts are expected to be connected as part of Stage 2 of the Program).

1.1.20 **Term** means the term of this MOU as described in Clause 3.

1.1.21 **US Ignite** means the USA-based not-for-profit organisation that fosters the development of next-generation gigabit applications

1.2 a reference to this Agreement is a reference to this Agreement as amended, varied, novated or substituted from time to time;

1.3 a reference to any legislation or to any provision of any legislation includes:

1.3.1 all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and

1.3.2 any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

1.4 a word importing:

1.4.1 the singular includes the plural;

1.4.2 the plural includes the singular; and

1.4.3 a gender includes every other gender.

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1.5 words denoting individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;

1.6 a reference to a party includes that party's administrators, successors and permitted assigns;

1.7 if any act pursuant to this Agreement would otherwise be required to be done on a day which is not a Business Day then that act may be done on the next Business Day;

1.8 where a word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;

1.9 a reference to two or more persons is a reference to those persons jointly and severally;

1.10 a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule to, or annexure to this Agreement;

1.11 a reference to a clause number includes a reference to all of its subclauses;

1.12 a reference to dollars is to Australian dollars;

1.13 the Background is included as part of the Agreement;

1.14 where general words are associated with specific words which define a class, the general words are not limited by reference to that class;

1.15 the clause headings are for convenience only and they do not form part of this Agreement; and

1.16 the word "or" is not exclusive.

2. OBJECTIVES AND SCOPE OF THIS AGREEMENT

2.1 The purpose of this Agreement is to:

2.1.1 Define the terms and conditions of The Precinct's participation in the GigCity Adelaide Program, a South Australian Government initiative that will be provided over the SABRENet fibre optic network by GigCity Service providers.

2.1.2 Record the Minister's obligations in relation to the GigCity Adelaide Program.

2.1.3 Records the Precinct's obligations in respect to the GigCity Adelaide Program.

3. TERM

3.1 This Agreement will come into effect on the Commencement Date and expire on the Expiry Date (**Term**) unless earlier terminated in accordance with this Agreement.

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4. CONDITIONS PRECEDENT

4.1 Subject to clause 4.2 this Agreement is subject to the following conditions precedent being met prior to the Commencement Date:

4.1.1 A definition of the geographical area that comprises the Precinct must be provided to the Minister prior to the execution of this Agreement. This definition must include:

(a) A textual description of the premises that comprise the Precinct.
(b) A map showing the premises that comprise the Precinct.
(c) Documentary evidence that none of the premises or businesses included as part of the Precinct are zoned for residential purposes by the relevant local government authority.

4.1.2 The Precinct must execute an agreement with SABRENet Limited (known as the GigCity User Access Agreement) that permits the Precinct to use certain elements of the SABRENet network for certain purposes as part of participation in the Program and which is a pre-condition of the precinct (or its businesses) receiving GigCity Services.

4.1.3 The Precinct must execute an agreement with EscapeNet Pty Ltd (as the GigCity Service Provider) for one or more GigCity Adelaide services (GigCity Services) on the condition that the GigCity Services will not be provided to the Precinct or its businesses prior to the execution of this Agreement.

4.2 If the Precinct believes that it may be materially delayed in meeting the condition precedent in clause 4.1, it must notify the Minister and the parties must negotiate in good faith a revised timeframe for that condition precedent.

5. DEFINITION OF THE PRECINCT

5.1 The definition of the Precinct's name, managing entity (the Precinct Manager), location, boundary and SABRENet network termination point(s) are specified in Schedule 2.

5.2 The definition of the Precinct's geographical area and constituent premises may be modified by mutual consent between the Minister and the Precinct, provided that the modified definition is consistent with SABRENet Limited's constitution.

6. FUNCTIONS OF A PRECINCT MANAGER

6.1 The Precinct must appoint a person or legal entity to the role of Precinct Manager and maintain such an appointment throughout the duration of the Precinct's participation in the Program.

6.2 The functions of the Precinct Manager are:

6.2.1 Act as the primary point of contact for the Precinct from a GigCity operational perspective, liaising with the Minister, SABRENet Limited, EscapeNet Pty Ltd and other entities as required to ensure the ongoing

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operation of the Precinct and its compliance with the objectives of the Program.

6.2.2 Execute and maintain a User Access Agreement with SABRENet for the provision of network infrastructure to the Precinct as part of the GigCity Program.

6.2.3 Notify the Minister and SABRENet Limited of any changes to the Precinct's definition.

6.2.4 Authorise the connection of GigCity Services to businesses within the Precinct as a pre-requisite to a business being permitted to receive a GigCity Services from the GigCity Service Provider, noting that once a service has been ordered, individual businesses may deal directly with the GigCity service provider to manage the delivery of that service if they wish.

6.3 The Precinct can elect to change the person or entity that holds the position of Precinct Manager at any time by notifying the Minister and SABRENet Limited in writing.

6.4 In the event of a change in the person or entity holding the position of Precinct Manager, this will need to be formally reflected by a change to this Agreement and a change to the User Access Agreement between the Precinct and SABRENet Limited.

7. ELIGIBILITY TO RECEIVE SABRENET LIMITED SERVICES

7.1 In order for the Precinct to receive SABRENet Limited services, the Precinct must, to the satisfaction of SABRENet Limited, meet the definition of a Precinct.

7.2 If clause 7.1 ceases to be met the Precinct Manager must immediately notify the Minister.

7.3 The names of the Precinct's constituent businesses must be provided to SABRENet Limited as part of the GigCity User Access Agreement.

7.4 Only the constituent businesses listed in the GigCity User Access Agreement will be eligible to receive SABRENet Limited services and, by extension, GigCity Services.

7.5 The Precinct Manager may modify the list of constituent businesses on an as-required basis by notifying the Chief Executive Officer of SABRENet Limited in writing.

8. ELIGIBILITY TO RECEIVE GIGCITY SERVICES

8.1 The Precinct must be eligible to receive SABRENet Limited services as a condition of receiving GigCity Services.

8.2 If the Precinct ceases to be eligible to receive SABRENet Limited services, it ceases to be eligible to receive GigCity Services.

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8.3 If clause 8.1 ceases to be met the Precinct Manager must immediately notify the Minister.

9. OBLIGATIONS OF THE MINISTER

9.1 The Minister has committed to funding the Program until 30 June 2021. GigCity Services may continue to be provided beyond that period, by either SABRENet Limited or an internet service provider, on a commercial basis.

9.2 The Minister will provide the Precinct with:

9.2.1 a physical connection to the SABRENet network at the agreed termination point(s) (as defined in Schedule 2) for at least the term of the Program;

9.2.2 the supply, installation and operation of information technology software and equipment at the agreed termination point(s) that will enable the Precinct and its businesses to connect to and obtain GigCity Services for at least the term of the Program; and

9.2.3 the right for the Precinct and its businesses to purchase GigCity Services from the GigCity Provider for at least the term of the Program.

9.3 The Precinct acknowledges that the Minister is only responsible for meeting the obligation in clause 9.2.

9.4 Individual businesses within the Precinct may purchase GigCity Services directly from EscapeNet Pty Ltd, but only after the purchase has been approved by the Precinct Manager.

9.5 The Precinct or its businesses are not obligated to take up GigCity Services and may choose to continue receiving a service from other service provider(s).

9.6 The GigCity Service Provider is solely responsible for the provision of the GigCity Services.

9.7 The Minister is not responsible for provision of an internet service to the Precinct or any of its businesses.

9.8 The Minister does not accept any responsibility related to the provision of the GigCity Services and does not warrant the quality, speed or reliability of the GigCity Service.

9.9 The Precinct acknowledges that due to factors outside of the GigCity network, such as the general internet, the Precinct's own network and the end user's own equipment, the actual speed delivered to each end user at any one time as part of a purchased GigCity Service may be less than 1 gigabit per second.

9.10 The Minister undertakes to take all reasonable steps to keep the Precinct and its businesses informed of the Program's implementation and ongoing operations, including any changes if and when they arise.

9.11 The Minister has signed an agreement US Ignite to become the first non-US city to join the Smart Gigabit Communities (SGC) program. The South Australian innovation community, including the Precinct and its businesses, will receive the benefit of this collaboration.

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10. **OBLIGATIONS OF THE PRECINCT**

10.1 The Precinct agrees to maintain legal agreements with SABRENet Limited and EscapeNet for the provision of the GigCity Adelaide services.

10.2 The Precinct acknowledges that the GigCity Program only includes the termination of the SABRENet Limited network and installation of associated information technology software and equipment at one or more agreed termination points within the Precinct's defined area, as defined in Schedule 2. The costs for any additional network cabling, network extensions, purchase and/or installation of computing or other equipment beyond the agreed termination point that may be required to provide GigCity Services to the Precinct or its businesses are the Precinct's responsibility.

10.3 The Precinct acknowledges that the quality of any network cabling and/or computing equipment installed by the Precinct or its businesses may affect the speed and/or quality of the GigCity Service experienced by the Precinct or its constituent businesses.

10.4 The Precinct will seek the permission of the Minister and SABRENet Limited prior effecting any change of the Precinct's physical boundary or definition.

10.5 The Precinct will provide a reliable electricity supply to power the networking equipment that will be supplied and operated by SABRENet Limited and the GigCity Service Provider.

10.6 The Precinct will provide suitable storage space and facilities for the secure housing and operation the GigCity Service Provider's networking equipment.

10.7 The Precinct will provide reasonable access to SABRENet Limited and the GigCity Service Provider to undertake repairs and upgrades to equipment as required.

10.8 The Precinct will work with the GigCity Service Provider, as required, to ensure the ongoing supply of GigCity Services to the Precinct and its businesses.

10.9 The Precinct will provide, upon request from the Minister, the number of GigCity Services in use by the Precinct and its businesses at that time, including the names of the businesses that are using those GigCity services.

10.10 The Precinct (and specifically the Precinct Manager) will actively promote the Program to the Precinct's businesses. This includes advising the Precinct's businesses of the GigCity Services and encouraging the take-up of these services to the greatest extent possible.

10.11 The Precinct will participate in the marketing, advertising and promotion of the Program, including participation in activities that are organised by either the South Australian Government or SABRENet Limited, including but not limited to:

10.11.1 Displaying GigCity branding at the Precinct's premises in accordance with the South Australian Government's guidelines;

10.11.2 Participating in media and publicity events as required to promote the Program;

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10.11.3 Cooperating in the publication of any media release about the Program.

11. CO-CONTRIBUTION

11.1 The Precinct has elected to provide a financial/in-kind co-contribution towards the expenses associated with connecting the Precinct to the GigCity network and ongoing participation in the GigCity Program.

11.2 The terms and conditions of this co-contribution are specified in Schedule 3.

12. SABRENET USER ACCESS AGREEMENT

12.1 A breach of the GigCity User Access Agreement by the Precinct will be taken to be a breach of this Agreement.

12.2 If the GigCity User Access Agreement is terminated for any reason prior to the end of the Term of this Agreement, this Agreement will also be terminated, unless otherwise agreed by the Parties to this Agreement.

13. PHYSICAL RELOCATION OF THE PRECINCT

13.1 The GigCity Services are provided on the basis that the Precinct remains in its current location for the term of the Program.

13.2 If the Precinct relocates to different physical address prior to Expected Completion Date, the Minister must be advised within three (3) months of the intention to relocate.

13.3 In the event of a relocation, the Minister may, at his sole discretion, decide to undertake one or more of the following actions:

13.3.1 Recover all or part of the cost of the discontinuation of GigCity Services at the current address and reconnection of GigCity Services at the new address.

13.3.2 Decide not to fund the provision of a GigCity Service to the Precinct at the new location, particularly if the new location does not comply with the SABRENet Limited constitution.

14. VARIATION OF AGREEMENT

Any modification of this Agreement must be in writing and signed by each party.

15. TERMINATION

Either Party may terminate this Agreement upon ten (10) Business Days written notice in the event that other Party:

15.1 breaches any obligation under this Agreement which is not capable of remedy;

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15.2 fails to rectify a breach of any obligation under this Agreement (other than a breach which is not capable of remedy) within Twenty (20) Business Days after receiving notice from the non-defaulting party requiring rectification of that breach;

15.3 discloses the non-defaulting party's Confidential Information without authorisation; or

15.4 becomes subject to any form of Insolvency Administration.

16. EFFECTS OF TERMINATION OR EXPIRY

16.1 Expiry or earlier termination of this Agreement pursuant to this Agreement or otherwise at Law, shall be without prejudice to any right, entitlement, Claim or remedy which has accrued or which may accrue in favour of the Minister or the Company prior or subsequent to or as a consequence of the expiry or earlier termination of this Agreement.

17. PROMOTION, PUBLICITY AND ACKNOWLEDGEMENT

17.1 The Precinct, and the Precinct shall ensure its constituent businesses must, on its website and in all publications, promotional materials, marketing and advertising materials, public announcements and activities relating to the Program acknowledge the financial and other support received from the Minister in the manner advised by the Minister.

17.2 The Precinct, and the Precinct shall ensure its constituent businesses must:

17.2.1 invite Departmental personnel to any publicity events that it undertakes in relation to the Program;

17.2.2 support any Departmental publicity associated with the Program if requested by the Minister.

17.3 The Parties to this Agreement reserve the right to publicise and report on the participation of the Precinct and its constituent businesses in the Program but will seek the prior approval of the other Party (which approval must not be unreasonably withheld or delayed) before disseminating the information.

17.4 The Parties to this Agreement must use their best endeavours to submit any publications, promotional materials, marketing and advertising materials, public announcements and activities about the Program to the other Party for approval at least Ten (10) Business Days prior to its proposed use.

17.5 The provisions of this clause apply for the Term of the Agreement.

18. INFORMATION PRIVACY AND SECURITY

The Precinct and must, in participating in the Program, comply with all applicable Laws relating to the protection of privacy and ensure that the Precinct's constituent businesses are compliant.

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19. **CONFIDENTIALITY**

19.1 For the purposes of this Agreement, "**Confidential Information**" of a Party ("**Disclosing Party**") means information of the Disclosing Party not lawfully in the public domain to which the other Party ("**Recipient**"), its employees or its subcontractors have access, which is:

19.1.1 information that is by its nature confidential; or

19.1.2 information that is designated by the Disclosing Party as confidential,

and includes the genuinely confidential business information of the Precinct or its businesses contained in this Agreement and financial information provided to the Minister under clause 23 but does not include the terms and conditions of this Agreement.

19.2 The Recipient must, and must ensure that its Personnel treat as strictly confidential all Confidential Information of the Disclosing Party and must not divulge such Confidential Information to any person without the Disclosing Party's prior written consent.

19.3 The Recipient must, if requested by the Disclosing Party, require the Recipient's Personnel to provide the Disclosing Party with written undertakings not to divulge any Confidential Information of the Disclosing Party to any other person.

19.4 The Recipient must immediately notify the Disclosing Party if it becomes aware of any disclosure of Confidential Information in breach of this clause by any person and must give the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute against such person in respect of such disclosure.

19.5 Nothing in this Agreement prohibits the use or disclosure of any Confidential Information by the Recipient to the extent that:

19.5.1 the information has been placed in the public domain otherwise than due to a default of the Recipient;

19.5.2 it is a disclosure by any Minister of the State in the course of carrying out duties and obligations as a Minister;

19.5.3 the disclosure is required by Law or any Constitutional convention;

19.5.4 it is a disclosure by the Department to an administrative unit or a public sector agency established under the *Public Sector Management Act 1995 (SA)* to whom it is customary to make such a disclosure;

19.5.5 the information has been independently developed by the Recipient and without reference to the Confidential Information;

19.5.6 the Disclosing Party has approved in writing the particular use or disclosure of the Confidential Information; or

19.5.7 the disclosure is to a court for the purposes of presenting or defending legal proceedings.

19.6 The Precinct agrees to the disclosure of the contract details on the Government's website in accordance with clause 27.

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20. **LIABILITY**

20.1 Subject to clause 20.2, the Precinct's aggregate liability to the Minister arising out of all claims, suits, demands, actions or proceedings brought by or on behalf of the Minister for loss or liability suffered or incurred by the Minister in connection with the Precinct's participation in the Program is limited to the amount specified in Item 6 of Schedule 2.

20.2 Clause 20.1 will not apply in respect of liability of the Precinct for:

20.2.1 the death or illness of, or personal injury to, any person; or

20.2.2 the loss or destruction of, or damage to, any tangible property;

arising from the negligence or wilful misconduct of the Precinct, its employees, agents or contractors, but the Precinct's aggregate liability in respect of such events is limited to an amount equal to the amount recovered by the Precinct in respect of such events under its public liability insurance policy from time to time.

20.3 For the purposed of clause 20.2, the Precinct will maintain throughout the term of this Agreement a public liability insurance policy for an amount not less than $10 million with a reputable insurer, and will provide the Ministers, on an annual basis, with written confirmation that the policy is current.

21. **INSURANCE**

21.1 **Maintain Insurance**

The Precinct must maintain in force at its own expense with reputable insurers during the Term and for a period of not less than 2 years after the Term:

21.1.1 professional indemnity insurance in the name of the Precinct for not less than the sum of $5 million for any one event and in the aggregate in any one policy period;

21.1.2 public and product liability insurance in the name of the Precinct for not less than the sum of $10 million for any one occurrence (and in the aggregate for products liability in any one policy period) or such other amount as the Minister may require for any one event; and

21.1.3 workers compensation insurance in respect of all the Precinct's Personnel who are workers within the meaning of the *Worker's Rehabilitation & Compensation Act, 1986 (SA)*.

21.2 The Precinct must, subject to any Laws, ensure that the insurance policies specified in this clause notes the Minister and the State's interests.

21.3 **Produce Copies of Policies**

The Precinct must, upon written request by the Minister, whether before or after the Commencement Date, provide the Minister with copies of all insurance policies (certified as true copies by the Precinct's insurance broker or insurance company) required to be maintained under this clause, as and when required by the Minister and must also make available to the Minister as and when required by the Minister, evidence satisfactory to the Minister of the

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renewal of all such insurance. The Minister may also require the Precinct to produce all such policies for inspection in Adelaide.

21.4 **Disclaimer**

21.4.1 The Minister in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listings, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect to how they may or may not respond to any loss, damage or liability.

21.4.2 The Precinct acknowledges and agrees that it is the Precinct's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

22. CONTRACT ADMINISTRATORS

22.1 Each Party nominates as its Contract Administrator:

22.1.1 for the Minister, Mr Peter Triantafilou, Principal Policy Officer; and

22.1.2 for the Precinct, to be advised.

22.2 Each Party authorises its respective Contract Administrator to:

22.2.1 exercise the rights and powers of that Party under this Agreement; and

22.2.2 delegate that authority (except the power of delegation) under the terms and conditions specified by the Contract Administrator.

22.3 The Contract Administrators must meet every 3 months or as otherwise agreed during the Term to discuss and review performance and any matters arising under this Agreement.

22.4 Each Party may assume that the other party's Contract Administrator has all authority necessary to bind the other Party in relation to any matter arising out of, or in connection with, this Agreement (including any waiver, approval, consent or other assent) but, for the avoidance of doubt, not in relation to any variation of this Agreement.

23. PROVISION OF INFORMATION

23.1 The Precinct must:

23.1.1 as required by the Minister, provide appropriate and regular information, records and reports to enable the Minister to make an informed assessment of the ongoing financial position of the Precinct, monitor the Precinct's compliance with this Agreement throughout the Term;

23.1.2 where requested by the Minister provide management accounts, annual reports, financial statements and any other information or documents relevant to the Precinct's operations;

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23.1.3 advise the Minister of any significant change to the Precinct's nature of activities undertaken, operational status, physical location or Precinct Manager;

23.1.4 provided that the Precinct has been given reasonable notice, allow any officer authorised by the Minister to enter the Precinct's premises to inspect the operations of the Precincts, including equipment, premises, accounting records, documents and information and interview employees of the Precinct on matters pertaining to its operation.

24. RECORDS

24.1 The Precinct must hold and maintain, for three (3) years following the termination or expiry of this Agreement appropriate and adequate records to satisfy all claims, auditing and compliance reporting required under this Agreement.

24.2 The Precinct must maintain adequate copies of all records and items in Adelaide to enable an audit limited to the records to be conducted at a place in Adelaide.

25. FORCE MAJEURE

25.1 **Definition**

"**Force Majeure**" means an event or circumstance which prevents a party from complying with any of its obligations under this Agreement and which that party:

25.1.1 did not cause;

25.1.2 cannot control or influence; and

25.1.3 cannot prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source, and work around plans.

Force Majeure includes:

25.1.4 fire, flood, earthquake, elements of nature, acts of God, malicious damage, explosion, sabotage, riot, civil disorder, rebellion or revolution in Australia;

25.1.5 any change of law which makes compliance with the affected party's obligations under this Agreement illegal.

25.2 The affected party's rights and obligations directly affected by the Force Majeure and any corresponding entitlement of the other party will be suspended to the extent and for so long as the performance of the affected party's rights and obligations are prevented or delayed by the Force Majeure.

25.3 The affected party must notify the other party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.

25.4 The affected party must:

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25.4.1 use its best endeavours to work around or overcome the effect of the Force Majeure;

25.4.2 keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause; and

25.4.3 recommence performance of its obligations as soon as possible without delay after the Force Majeure has ceased to exist.

25.5 If the affected party is materially unable to perform its obligations under this Agreement by reason of a force majeure for a continuous period of two (2) months or a cumulative period of three (3) months during a period of twelve (12) months, then the other party may terminate this Agreement by written notice without prejudice to the terminating party.

26. DISPUTE RESOLUTION

26.1 A Party must not commence legal proceedings in respect of this Agreement (other than genuinely urgent proceedings for an interim or interlocutory relief or remedy) unless it has complied with the procedure set out in this clause.

26.2 In the event of a Dispute arising between the Parties the Parties must use their best endeavours to resolve the Dispute using the following procedure:

26.2.1 the Parties must each reduce to writing the nature and scope of the Dispute and Notify each other's Contract Administrator;

26.2.2 the Contract Administrators must meet within 10 Business Days of receipt of such Notice and use their best endeavours to resolve the Dispute.

26.3 If the Contract Administrator cannot resolve the Dispute within 10 Business Days of meeting then the Dispute must be referred to:

26.3.1 for the Minister, Chief Executive or his or her delegate; and

26.3.2 for the Precinct, role to be defined,

who must meet and attempt to resolve the Dispute within 10 Business Days of meeting.

26.4 If the persons nominated in clause 26.3 cannot resolve the Dispute within 10 Business Days of meeting and the Dispute is of a matter of legal interpretation of this Agreement a Party may commence legal proceedings for declaratory relief.

26.5 If the persons nominated in clause 26.3 cannot resolve the Dispute within 10 Business Days and the Dispute concerns a matter other than a matter of legal interpretation of the Agreement, the Parties shall jointly appoint an appropriately experienced and qualified independent expert (**Expert**) to resolve the Dispute.

26.6 If the Parties cannot agree on the Expert within 5 Business Days, they shall exchange written lists, each identifying 5 appropriately experienced and qualified persons whom they would accept as the Expert to determine the Dispute. In the absence of a person common to each list or in the event that

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more than one person is common to each list, the appointment shall be referred to the President for the time being of the Law Society of South Australia for the selection of an Expert from one of such lists in the former instance and to determine which of the commonly acceptable individuals shall be appointed in the latter instance.

26.7 The Expert appointed in accordance with this clause shall be required to provide a report to each Party as soon as practicable after being appointed and shall otherwise regulate the receipt of submissions and his or her process of determination in such manner as the Expert shall see fit. The Expert shall determine the matter in Dispute as an expert and not as an arbitrator.

26.8 The costs of the Expert appointed in accordance with this sub-clause shall be borne in accordance with a determination by the Expert having regard to the nature of the Dispute, the respective positions of the Parties and the submissions made by them and shall be otherwise, in the opinion of the Expert, fair and equitable in all of the circumstances.

26.9 The determination of the Expert in relation to any dispute under this clause shall be binding upon the Parties except in the case of manifest error.

26.10 The Parties must continue to carry on their respective obligations during a Dispute.

27. DISCLOSURE OF GOVERNMENT CONTRACTS

The Minister may disclose this Agreement and/or information in relation to this 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. Nothing in this clause derogates from the Company's obligations under any provision of this Agreement or from the provisions of the *Freedom of Information Act, 1991*.

28. ENTIRE AGREEMENT AND MODIFICATION

28.1 This Agreement constitutes the entire agreement of the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements understandings and negotiations in respect of the matters dealt with in this Agreement.

28.2 No addition to or modification of any provision of this Agreement is binding upon the Parties unless made by written instrument signed by the Parties.

29. RELATIONSHIP BETWEEN THE PARTIES

29.1 Nothing in this Agreement constitutes any relationship of employer and employee, principal and agent or partnership, between the Parties.

29.2 Neither Party has any authority to bind the other Party in any manner whatsoever.

29.3 Neither Party has authority to act for or to incur any liability or obligation on behalf of the other except as expressly provided in this Agreement.

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29.4 Each Party must indemnify the other if, notwithstanding clause 29.1 the first mentioned Party purports to incur a liability or to bind the other Party outside the scope of the first mentioned Party's authority under this Agreement.

30. SEVERABILITY

If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

31. ASSIGNMENT

The Company must not assign any of its rights or novate any of its rights or obligations under this Agreement without first obtaining the Minister's written consent.

32. GOVERNING LAW

32.1 This Agreement is to be governed by and construed in accordance with the laws for the time being in force in the State of South Australia and the Parties agree to submit to the jurisdiction of the courts of that State.

32.2 Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.

33. WAIVER

33.1 No waiver of any provision of this Agreement is effective unless it is in writing.

33.2 No waiver by one Party of a breach of a provision of this Agreement operates as a waiver of another breach of the same or of any other provision of this Agreement.

33.3 No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement operates to prejudice or restrict the rights of that Party.

34. NOTICES

34.1 Any Notice, in connection with this Agreement, given to or by any Party must be:

34.1.1 in writing and signed by or on behalf of the sender addressed to the recipient;

34.1.2 addressed to the persons detailed in Item 5 of Schedule 1;

34.2 A Notice given to a person in accordance with this clause is treated as having been given and received in the case of:

34.2.1 delivery in person, when delivered; or

34.2.2 delivery by post, the third Business Day after posting; or

34.2.3 by e-mail when the e-mail has reached the intended recipient's mail box,

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but if delivery is not made before 5:00 p.m. on any day it will be taken to be received at 9:00 a.m. on the next Business Day in that place.

34.3 Notifications by e-mail will not be permitted for any notifications given by either Party pursuant to clause 15.

34.4 For the purpose of this clause the names addresses, facsimile numbers and e-mail addresses of the Parties are those set out in Item 5 of Schedule 1, as may be amended by Notice from a Party from time to time.

34.5 A Party may from time to time Notify any variations to its address, facsimile number or e-mail address by Notice to the other Party but for the purpose of this sub-clause such Notice of any variation to a Party's details can only be made in writing delivered to the recipient's address.

35. SURVIVAL

35.1 The following provisions shall survive the expiry or earlier termination of this Agreement:

35.1.1 clause 16 (Effects of Termination or Expiry), clause 18 (Information Privacy and Security), clause 19 (Confidentiality), clause 20 (Liability), clause 21 (Insurance), clause 26 (Dispute Resolution), clause 29 (Relationship Between the Parties) and clause 35 (Survival).

35.1.2 any schedule referred to in any of the clauses referred to in this clause to the extent necessary to give effect to such a clause.

36. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one instrument.

37. FURTHER ASSURANCES

Each Party must during the Term do all such acts, matters and things and must sign or execute and deliver all such documents and writings as may be necessary or expedient to further and more effectually carry into full effect the provisions of this Agreement including the provision of information and negotiating in good faith with respect to any matters requested by either of the Parties and by the execution and delivery of documents and other instruments.

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SIGNED for and on behalf of the)
MINISTER FOR SCIENCE AND)
INFORMATION ECONOMY) ……
by Adam Reid, Executive Director,) (Authorised Officer)
Industry Innovation Science & Small Business,)
Department of State Development)
duly authorised in that regard)
in the presence of:)

……
Witness

[Print Name: ……]

EXECUTED by **CITY OF PROSPECT**)
(ABN/ACN. xxx xxx xxx)
)
in accordance with Section 127 of the)
Corporations Act 2001 and its Constitution)

.....	……..
Signature of Director	Signature of Director/Secretary*
……	……..
[Print Name of Director]	[Print Name of Director/Secretary*]
	(*delete the inapplicable)

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Attachment

SCHEDULE 1

Contract Details

ITEM 1 **The Precinct**

City of Prospect (ABN/ACN xxx xxx xxx)

ITEM 2 **Commencement Date**

The date on which the Minister signs this Agreement.

ITEM 3 **Expiry Date**

Means 30 June 2021, unless terminated earlier according to the conditions set out in this Agreement.

ITEM 4 **Expected Completion Date**

Means 30 June 2021 or as otherwise agreed by the Parties.

ITEM 5 **Address for Notices**

Minister
Department of State Development
c/- Office of Science, Technology and Research
Level 4, ANZ House, 11 Waymouth Street, Adelaide SA 5000

Email: peter.triantafilou@sa.gov.au
Phone: (08) 8207 8727
Attention: Peter Triantafilou
Principal Policy Officer

The Precinct
To be completed

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SCHEDULE 2

Precinct Details

ITEM 1 PRECINCT NAME

Prospect Road Innovation Precinct.

ITEM 2 MANAGING ENTITY (THE PRECINCT MANAGER)

City of Prospect.

ITEM 3 PHYSICAL ADDRESS OF PRECINCT

128 Prospect Road, Prospect, SOUTH AUSTRALIA 5082.

ITEM 4 DESCRIPTION OF THE GEOGRAPHIC BOUNDARY OF THE PRECINCT

To be provided.
To include a map where possible.

ITEM 5 AGREED SABRENET NETWORK TERMINATION LOCATION(S)

To be provided.

ITEM 6 COST OF CONNECTION TO GIGCITY PROGRAM

Itemised cost of connection to be provided.

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SCHEDULE 3

Terms and Conditions of Co-contribution

1. As a condition of the Precinct's participation in the GigCity Adelaide Program, the Precinct Manager will provide a financial co-contribution (the Co-contribution) of Five Thousand Dollars ($5,000) excluding GST to the Minister to help to meet the costs of the Precinct's connection to the GigCity Adelaide Network.
2. The Co-contribution may be used to support expenses associated with any activities referred to in Clause 9.
3. The Precinct Manager will pay the Co-contribution to the Minister as a lump sum, unless otherwise agreed by the Parties, prior to the commencement of any works associated with the connection of the Precinct to the GigCity Adelaide Network.

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Adelaide Gig City Program

[*Insert Precinct Name*]

User Access Agreement

SABRENet Ltd (**Company**)

[*insert name of User*] (**User**)

Attachment

Level 10, 25 Grenfell Street Adelaide SA 5000
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**.

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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>*

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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**.

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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.

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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

Attachment

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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

Attachment

	(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,

Attachment

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.

Attachment

AGENDA ITEM NO.: **14.10**

TO: Council on 24 April 2018

DIRECTOR: Ginny Moon, Director Corporate Services

REPORT AUTHOR: Chris Birch, Manager Financial Services

SUBJECT: Third Budget Review 2017-2018

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1. EXECUTIVE SUMMARY

The Second Budget was adopted by Council at the meeting 23 January 2018. The Second Budget Review forecasted an operating surplus before capital amounts of $336,755.

The Third Budget Review projects a favourable adjustment of the operating result (before capital amounts) of $10,035 from the Second Budget Review. This results in an improved revised operating surplus before capital amounts of $346,790.

The majority of the movement within the Third Budget Review are revised estimates including additional works that either did not make it to next year's draft budget or works that require attention. These are offset by the receipt of additional roads to recovery grant.

Adjustments to the Third 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	Budget Review (BR1)	Budget Review (BR2)	Proposed Budget Review (BR3)	Target Achieved in Proposed Budget Review
Operating Surplus Ratio	(1.0%) - 5.0%	0.5%	1.0%	1.4%	1.5%	
Net Financial Liabilities Ratio	10% - 90%	57%	65%	59%	57%	
Asset Sustainability Ratio	100% - 120%	231%	227%	224%	194%*	

*The Third Budget Review Asset Sustainability Ratio has been recast in order to reflect a more appropriate split of the Community Hub, Library and Innovation Centre (CLIC) project between Replacement/Renewal and New/Upgrade. The split has been made on a floor area percentage basis and resulted in a split of 52% replacement/renewal and 48% new/upgrade. The New/Upgrade asset expenditure is excluded from the calculation of the Asset Sustainability Ratio.

The Original Budget through to the Second Budget Review had been forecast on the premise of this project being entirely replacement renewal. The figures have not been restated from their original presentation.

Progress delivery of projects for 2017-2018 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 7-11**. This revised format was introduced in the first budget review.

2. RECOMMENDATION

(1) Council having considered Item 14.10 Third Budget Review 2017-2018 endorse the Third Budget Review 2017-2018 as presented in Attachments 1 - 21.

(2) Council approves the revised projected operating surplus (before capital amounts) of $346,790, a projected net surplus (total comprehensive income amounts) of $1,021,340, and a projected Net Borrowing position of $5,689,007.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

- *Local Government Act 1999 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 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 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 Second Budget Review subsequently projected a revised operating surplus before capital amounts of $336,755.

The Third Budget Review now projects a further favourable adjustment of the operating result (before capital amounts) of $10,035 from the Second Budget Review. This results in an improved, revised operating surplus before capital amounts of $346,790.

The movement can be summarised in the following items:-

Favourable Items include
- Additional allocation of Roads to Recovery Grant $146k

Unfavourable Items include
- Additional Waste Recyclables Processing $58k
- Additional expenditure required from Transition of Staff from the Civic Centre $55k
- Reduced Rose Street Developer Contribution $50k
- Reduction in forecast fines and interest on late payment of Rates $30k

Additional works to be included (refer 6.5 below)
- Native Pines and additional Street Trees $40k
- Broadview Oval Tennis Court Fence Replacement $30k
- Corridor Roads Landscape Maintenance $30k
- Irrigation Audit $20k
- Prospect Park Shade Structure $10k
- Christmas Decorations $10k
- DDA Compliance Ramp for RSL Clubrooms $10k
- RSL Air Conditioner $3k

6.1 Key Financial Performance Indicators

Adjustments to the Third 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	Budget Review (BR1)	Budget Review (BR2)	Proposed Budget Review (BR3)	Target Achieved in Proposed Budget Review
Operating Surplus Ratio	(1.0%) - 5.0%	0.5%	1.0%	1.4%	1.5%	
Net Financial Liabilities Ratio	10% - 90%	57%	65%	59%	57%	
Asset Sustainability Ratio	100% - 120%	231%	227%	224%	193%	

The Third Budget Review has seen the Asset Sustainability Ratio updated to reflect a split between Replacement/Renewal and New/Upgrade for the Community Hub, Library and Innovation Centre (CLIC) project.

The split has been determined on a floor space allocation following the recent finalisation of project plans. This has resulted in recognition of the project as 52% renewal and 48% upgrade. The method used will be presented to Council's auditors as part of the year end audit to confirm methodology used.

The Asset Sustainability Ratio for the Original Budget through to the Second Budget Review have not been restated and remain unchanged as presented at the time of their respective adoptions by Council.

6.2 Recurrent Budget

The Third Budget Review includes a number of adjustments to the recurrent budget.

The largest of these variances is an increase in Roads to Recovery Grant. This increase of $146k is the second instalment of additional grant provide to Council under the fuel excise program. Council has previously committed sufficient projects in the current roads to recovery program and does not require additional projects to be completed to expend the funds. The current roads to recovery program has funded projects such as Brussels Street and Prospect Road footpath works. This additional allocation is not an advance of the allocation expected in 2018-2019 which will be utilised to fund the contribution of Prospect Road PLEC from Regency Road to Angwin Ave.

Also included in the Third Budget Review is a revised forecast in recyclables processing charges. This unfavourable adjustment of $58k converts Councils current recyclable rebate into a gate charge. Council has separately received a detailed report on this item within this agenda.

A summary of all Operating budget adjustments is included in **Attachment 15-21**.

6.3 Operating Projects

The Third Budget Review contains forecast estimates of the end of year costs for projects commissioned.

Following confirmation that Council has been unsuccessful in its application for a grant to support the construction of a Business Incubator, Councils contribution ($100K) has been returned. A portion of this surplus is proposed to be reinvested in other projects that are similarly outcome focused. These are the Gig City Project ($55k, capital project) and Public WiFi network ($11k).

In addition, the Third Budget Review introduces some new projects that can be achieved with surplus funds before the end of the financial year. Details of these items are provided in section 6.5 below.

A list of Operating Projects and applicable adjustments is included in **Attachments 7-14**. The list also includes a project status comment.

6.4 Capital Projects

The Third Budget Review capital works project introduces additional expense for the partner Councils portion of the Connected Parks. At a cost of $146,900, this is fully funded by the other Councils and has a nil effect on City of Prospects finances.

In addition, the Third Budget Review introduces some new projects that can be achieved with surplus funds before the end of the financial year. Details of these items are provided in section 6.5 below.

A list of Capital Projects and applicable adjustments is included in **Attachments 7-14**.

6.5 New Projects

Following the drafting of the 2018-2019 draft budget, it was identified that a number of bidding projects were of benefit to the community but unable to be funded from the coming years budget. In order to deliver these benefits, savings and surplus funds from 2017-2018 can be redirected to these projects. These items are introduced in the Third Budget Review and are as follows:

- Native Pines and additional Street Trees $40k
- Broadview Oval Tennis Court Fence Replacement $30k
- Corridor Roads Landscape Maintenance $30k
- Irrigation Audit $20k
- Prospect Park Shade Structure $10k
- Christmas Decorations $10k
- DDA Compliance Ramp for RSL Clubrooms $10k
- RSL Air Conditioner $3k

Other projects were also considered but determined to not be deliverable before the end of the financial year. These included:

- Sesquicentennial History Book
- Rose Garden Plantings at St Johns Wood and St Helens Park
- Tennis Court Fence Repairs at Prospect Estate

With the exception of the history book, these items will be considered through the 2018-2019 maintenance budget.

6.6 Nature of Budget Review Changes

The nature of the budget review changes is itemised in schedules of **Attachments 7 – 21**.

These are summarised as follows:

Identifier	Nature	Total Value
a	Policy Change	($6,250)
b	Revised Budget Estimates Approved by Council	($65,000)
c	Budget Savings/(Overruns)	$362,580
d	Internal Adjustments	($86,484)
e	Operational Efficiency or Productivity Gains	$146,000
	Total	**$350,846**

6.7 Impacts on the Long Term Financial Plan (LTFP)

The items contained within the Third Budget Review are predominately related only to the 2017-2018 financial year and have no effect on the future years.

The changes to the recyclables processing costs are recurrent but have been already included in the 2018-2019 draft budget.

6.8 Other Potential Adjustments

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

A number of items are being monitored for completion prior to the end of the financial year. These projects include:

- Gig City
- Connected Parks
- Website Revitalisation
- Road Design/Construction - Alexandra Street

Financial and Resource Implications

The Third Budget Review projects a Net Borrowing of $5,689,007. This is a reduction of $127,685 from the second budget review net borrowing position of $5,561,322.

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 which is already included in the budget.

The Third Budget Review Operating Surplus remains very similar to the second budget review (BR2). This is because Council's Long Term Financial Plan was framed based on the second budget review results, with an assumption of the based level of funding of an operating surplus of approximately $300k.

7. CONCLUDING STATEMENTS

The Third Budget Review brings to account, information and activities that have occurred since the preparation and subsequent adoption of the Second Budget Review at the Council Meeting 23 January 2018.

Overall, the Third Budget Review projects a favourable adjustment of the operating result (before capital amounts) of $10,035 from the second budget review. This results in an improved revised operating surplus before capital amounts of $346,790.

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 7-14:	Operating and Capital Projects
Attachment 15-21:	Recurrent and Operating Projects Adjustments

City of Prospect

Financial Indicators

for the period ended 31 March 2018

	Target 2017-18	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed Revised BR3 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%	1.4%	1.5%	

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%	59%	57%	

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 eliminated?

Net Financial Liabilities / **Total Operating Revenue**	10% - 90%	49%	51%	49%	

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%	193%	

Attachment

City of Prospect

Uniform Presentation of Finances

for the period ended 31 March 2018

	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget
	$ '000	$ '000	$ '000	$ '000
Income	23,054	23,326	(102)	23,224
less **Expenses**	22,946	22,990	(114)	22,876
Operating Surplus / (Deficit)	107	337	11	348
less **Net Outlays on Existing Assets**				
Capital Expenditure on Renewal and Replacement of Existing Assets	8,153	7,901	(1,077)	6,824
less Depreciation, Amortisation and Impairment	3,624	3,624	-	3,624
less Proceeds from Sale of Replaced Assets	90	90	-	90
Net Outlays on Existing Assets	4,439	4,187	(1,077)	3,110
less **Net Outlays on New and Upgraded Assets**				
Capital Expenditure on New and Upgraded Assets	1,310	2,166	1,343	3,509
less Amounts Received Specifically for New and Upgraded Assets	507	457	127	584
less Proceeds from Sale of Surplus Assets	-	-	-	-
Net Outlays on New and Upgraded Assets	803	1,710	1,216	2,925
Net Outlays on Existing, New and Upgraded Assets	5,242	5,897	139	6,036
Net Lending / (Borrowing) for Financial Year	(5,136)	(5,561)	(128)	(5,689)

Attachment

City of Prospect

Statement of Comprehensive Income

for the period ended 31 March 2018

	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget
	$ '000	$ '000	$ '000	$ '000
Income				
Rates Revenues	19,993	20,027	(0)	20,027
Statutory Charges	500	518	2	520
User Charges	217	239	5	244
Grants, Subsidies and Contributions	1,857	1,766	50	1,816
Investment Income	236	196	-	196
Reimbursements	115	188	(147)	41
Other Income	132	388	(9)	379
Net Gain - Equity Accounted Council Businesses	5	5	(3)	2
Total Income	23,054	23,326	(102)	23,224
Expenses				
Employee Costs	8,241	8,239	(114)	8,125
Materials, Contracts & Other Expenses	10,407	10,536	1	10,537
Depreciation, Amortisation & Impairment	3,624	3,624	-	3,624
Finance Costs	674	591	-	591
Total Expenses	22,946	22,990	(114)	22,877
Operating Surplus / (Deficit)	107	337	11	347
Asset Disposal & Fair Value Adjustments	90	90	-	90
Amounts Received Specifically for New or Upgraded Assets	507	457	127	584
Net Surplus / (Deficit)	704	884	138	1,021
Total Comprehensive Income	704	884	138	1,021

Attachment

City of Prospect

Statement of Financial Position

for the period ended 31 March 2018

	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget
	$ '000	$ '000	$ '000	$ '000
ASSETS				
Current Assets				
Cash and Cash Equivalents	1,984	204	137	341
Trade & Other Receivables	1,322	1,322	-	1,322
Other Financial Assets	147	-	-	-
Inventories	1	2	-	2
Total Current Assets	3,454	1,528	137	1,665
Non-Current Assets				
Financial Assets	1,433	1,433	-	1,433
Equity Accounted Investments in Council Businesses	46	44	-	44
Infrastructure, Property, Plant & Equipment	173,275	173,504	(266)	173,238
Total Non-Current Assets	174,754	174,981	(266)	174,715
TOTAL ASSETS	178,208	176,509	(129)	176,380
LIABILITIES				
Current Liabilities				
Trade & Other Payables	4,214	4,214	(266)	3,948
Borrowings	1,181	1,181	-	1,181
Provisions	650	650	-	650
Total Current Liabilities	6,045	6,045	(266)	5,779
Non-Current Liabilities				
Borrowings	11,868	10,568	-	10,568
Provisions	59	59	-	59
Total Non-Current Liabilities	11,927	10,627	-	10,627
TOTAL LIABILITIES	17,972	16,672	(266)	16,406
Net Assets	160,236	159,837	137	159,974
EQUITY				
Accumulated Surplus	76,850	74,321	138	74,459
Asset Revaluation Reserves	83,134	83,122	-	83,122
Other Reserves	252	2,394	-	2,394
Total Council Equity	160,236	159,837	138	159,974

Attachment

City of Prospect

Statement of Changes in Equity

for the period ended 31 March 2018

	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget
	$ '000	$ '000	$ '000	$ '000
Accumulated Surplus	76,850	74,321	138	74,459
Asset Revaluation Reserve	83,134	83,122	-	83,122
Other Reserves	252	2,394	-	2,394
Transfers between Reserves	-			
Balance at the end of period	160,236	159,837	138	159,975

Attachment

City of Prospect

Statement of Cash Flows

for the period ended 31 March 2018

	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget
	$ '000	$ '000	$ '000	$ '000
Cash Flows from Operating Activities				
Receipts				
Operating Receipts	22,650	23,126	(100)	23,027
Investment Receipts	236	196	(0)	196
Payments				
Operating Payments to Suppliers and Employees	(19,171)	(18,983)	112	(18,870)
Finance Payments	(674)	(591)	0	(591)
Net Cash provided by (or used in) Operating Activities	3,041	3,748	13	3,763
Cash Flows from Investing Activities				
Receipts				
Amounts Received Specifically for New/Upgraded Assets	507	457	127	584
Sale of Replaced Assets	90	90	-	90
Repayments of Loans by Community Groups	157	157	-	157
Payments				
Expenditure on Renewal/Replacement of Assets	(8,153)	(7,901)	1,077	(6,824)
Expenditure on New/Upgraded Assets	(1,310)	(2,166)	(1,343)	(3,509)
Net Cash provided by (or used in) Investing Activities	(8,709)	(9,364)	(139)	(9,503)
Cash Flows from Financing Activities				
Receipts				
Proceeds from Borrowings	3,500	5,692	-	5,692
Payments				
Repayments of Borrowings	(1,017)	(1,017)	-	(1,017)
Net Cash provided by (or used in) Financing Activities	2,483	4,675	0	4,675
Net Increase (Decrease) in Cash Held	(3,185)	(941)	(126)	(1,065)
plus: **Cash & Cash Equivalents at beginning of period**	5,169	1,145		1,408
Cash & Cash Equivalents at end of period	1,984	204	(126)	343

Attachment

People

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

2017-18 Operating & Capital Projects

Project Ref. No.	Operating Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
O.39	SCRamble - Safer Active Travel Project		8,000	8,000	-	8,000	-	On Track	Scheduled to be held in April 2018.
O.28	Hiring of Cloth Nappies		2,000	2,000	-	2,000	-	No Started	No applications received to date despite recent Prospect Magazine article. Engagement Strategy being reviewed by Environmental & Library staff.
O.18	Publications - Prospect Magazine		101,000	101,000	-	101,000	56,360	On Track	Summer Edition completed and posted to the community.
O.16	Communications Strategy Implementation Plan		20,000	20,000	(16,690)	3,310	3,310	Completed	Communications Staff Champions group formed and Elected Member social media training completed in January
O.21	Bi-Annual Prospect Portrait Prize		6,000	6,000	-	6,000	6,000	Completed	Prize money paid in January 2018.
O.20	Reconciliation Action Plan - Implementation		23,000	5,000	2,288	7,288	2,125	On Track	Activities for dual naming of Parks, Reserves and Places will be completed utilising existing in-house staff resources together with Kaurna reference committee. Other RAP related activities (NAIDOC Week, Welcome to Country at Events) have been completed.
O.12	Prospect Spring Fair (project)		55,000	66,095	-	66,095	66,838	Completed	Fair held 28 October 2017.
O.19	Events Grants		22,000	22,000	(2,000)	20,000	19,500	On Track	Successful SAMASA event held in St Helens Park during this quarter utilising grant funding. Neighbourhood Day grants did not proceed, resulting in budget review of $2000 in BR3.
O.06	Local History Digitisation		22,000	22,000	-	22,000	19,270	On Track	Ongoing from 2016-2017. Project continues to progress throughout the financial year with a detailed summary report to be provided to Council in coming months.
O.30	Tourrific Prospect		250,000	252,800	(23,300)	229,500	222,966	Completed	Event held on 15 January 2018. Detailed event summary report to April Council meeting.
O.10	Community Surveys		25,000	25,000	-	25,000	24,700	Completed	Completed in October 2017.
O.16	Web Site Design & Redevelopment		20,000	20,000	40,000	60,000	201	On Track	Preferred contractor to be appointed. Workshop with elected members on 8th May to discuss requirements for Extranet.
			554,000	**549,895**	**298**	**550,193**	**421,270**		

Attachment

People

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

2017-18 Operating & Capital Projects

Project Ref. No.	Capital Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
C.21	Bus Shelter Upgrades (DDA Compliance)	N	12,000	12,000	-	12,000	-	On Track	Scheduled to be installed in April 2018.
C.09	Library Capital Book Purchases	R	84,000	89,300	-	89,300	89,398	Completed	Books provided through State Government Bookshop.
			$96,000	**$101,300**	**$0**	**$101,300**	**$89,398**		

Attachment

Place

Loved heritage, leafy streets, fabulous places.

2017-18 Operating & Capital Projects

Project Ref. No.	Operating Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
O.27	Heritage Grant Program		15,000	18,500	-	18,500	5,600	On Track	Funds allocated for 2017-18 program. Funds are disbursed as private works completed and reimbursement requested. Such a process often leads to some committed funds being carried forward to align with the timing of various private projects. Five grants finalised at end of 3rd qtr 17/18.
O.29	Housing Diversity and Desirable Neighbourhoods DPA		45,000	45,000	(29,600)	15,400	5,400	Completed	Advice received from DPTI not to proceed with DPA. To reflect Resolution 63/18, relating to Item 13.7 of Council meeting held 27/3/18. Housing Diversity study now supported and budget adjusted accordingly.
O.26	Verge Gardens		10,000	10,000	-	10,000	4,616	On Track	4 implementations to date, including Buchanan, Gladstone, Arthur, Bosanquet
20 - C/F	Main North Central Precinct Concept Plan		-	100,000	(82,738)	17,262	17,262	Completed	Detailed Design being finalised with EM workshop held November 2017. Council agenda item 13.5, 23rd Jan 2018
O.07	Main North Road Design Development		120,000	-	82,738	82,738	-	On Track	Relocation approved by Council as per Council Agenda item 13.5, 23rd Jan 2018.
O.41	Design Development George Whittle Reserve		70,000	70,000	-	70,000	5,610	On Track	Masterplan presented to Council in November. Detailed design complete, Update will be presented to Council in April seeking approval to progress with project.
	North Park Lands Project		-	200,000	-	200,000	200,000	On Track	Project prospectus developed with Adelaide City Council. Funding received to progress implementation. Project team working closely with the Adelaide City Council.
44 - C/F	Green Neighbourhoods Connections & Attractions		-	4,648	(4,648)	-	-	Completed	Works completed with costs finalised in 2016-2017.
48 - C/F	Village Heart & Surrounds Tree Project		-	49,341	-	49,341	49,341	Completed	22 advanced Jacaranda trees planted and establishing well.
O.14	White Cedar Tree Program (Project)		55,000	55,000	-	55,000	26,435	On Track	Selected trees are being currently removed and will be replaced by 71 semi advanced trees.
66 - C/F	Memorial Gardens Playspace 3/3 (Project)		-	11,641	-	11,641	11,641	Completed	Final landscaping and park sculpture complete.
O.25	City Wide Public Art Roundtable		15,000	15,000	-	15,000	11,230	On Track	Meetings progressing on schedule with programme and grants. Works including Light Box Gallery Art and chalk art services for Tourrific Prospect.
	Car Parking Development Fund Review		-	-	10,000	10,000	-	On Track	Review process has been initiated in consideration of appropriate car parking contribution rates across the city.
	Park Irrigation Audits		-	-	30,000	30,000	-	Not Started	BR3 Additonal Project
	Remediate Landscaping Prospect / Churchill Roads		-	-	30,000	30,000	-	Not Started	BR3 Additonal Project
	Christmas Decorations		-	-	10,000	10,000	-	Not Started	BR3 Additonal Project
	Green Tunnel		-	-	40,000	40,000	-	Not Started	BR3 Additonal Project
	Prospect RSL Air Conditioning		-	-	4,000	4,000	-	Not Started	BR3 Additonal Project
			330,000	**579,130**	**89,752**	**668,882**	**439,110**		

Attachment

Place

Loved heritage, leafy streets, fabulous places.

2017-18 Operating & Capital Projects

Project Ref. No.	Capital Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
	Rose Street Streetscape Cinema Upgrade	N	-	300,000	23,000	323,000	311,672	Completed	Works completed.
	Beautification Project for All Parks & Reserves	N	-	12,925	-	12,925	12,925	Completed	Installation of bin enclosures at various parks
14 - C/F	Prospect Road Footpath Upgrade - Gordon to Regency	R	-	713,546	-	713,546	642,169	On Track	DPTI delays due to state election
C.03	Pedestrian Kerb Ramp	R	25,850	25,850	-	25,850	6,956	On Track	Works commenced at Galway / McInnes Rd, Brussels St
C.24	Water Sensitive Urban Design for LATM Devices	N	14,000	14,000	-	14,000	-	On Track	Three water sensitive urban designs implementations in progress
38 - C/F	Upgrade of Playspace in Identified Parks	R	-	12,397	1,053	13,450	13,450	Completed	St Helens and Ern Sconce parks garden beds, edging and bin enclosures works completed
53 - C/F	Memorial Gardens Playspace Stage 3 of 3	R	-	33,679	-	33,679	28,143	Completed	Toilet block rendering completed with mural installation to commence prior to mid-February.
C.12	Broadview Oval - Public Tennis Courts Upgrade	R	40,000	40,000	-	40,000	-	On Track	Works on upgrades on 3 tennis courts underway, 1 court will be multi use.
C.13	B/view Oval - Beautification & Oval Fitness Track	N	250,000	289,955	-	289,955	20,414	On Track	Construction commenced on the Oval Fitness Track, including new park furniture and additional trees
C.16	Prospect Rd Footpath Upgrade - Regency to Angwin	R	95,000	95,000	-	95,000	-	Not Started	Design works to be undertaken following PLEC design completion. Awaiting design documentation from DPTI
C.20	Public Art - Capital	N	25,000	25,000	-	25,000	10,000	On Track	Artist agreements now finalised with first payments made. Installation to occur between RSL Building and NAFC entrance, and in small park area at north western point of Main North Road and Regency Roads.
	Picnic Table Sunshade at Prospect Park	N	-	-	10,000	10,000	-	Not Started	BR3 Additonal Project
	Broadview Tennis Courts Fencing	N	-	-	30,000	30,000	-	Not Started	BR3 Additonal Project
	DDA Ramp RSL	N	-	-	10,000	10,000	-	Not Started	BR3 Additonal Project
			$449,850	**$1,562,352**	**$74,053**	**$1,636,405**	**$1,045,729**		

Attachment 10

Prosperity

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

2017-18 Operating & Capital Projects

Project Ref No.	Operating Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
O.17	Digital Economy Strategy Implementation		108,100	108,100	(13,310)	94,790	47,143	On Track	Prospect Fast WiFi system installed and being promoted through installation of new street signage. Gig City awarded. Innovation precinct concept developed & Smart Cities funding Awarded.
O.08	Business Incubator (Incubator Support Initiative)		200,000	200,000	(200,000)	-	2,520	Cancelled	Council applied for $116,000 from the Commonwealth Incubator Support Program, which was to be matched by $100,000 from Council.. The application was unsuccessful and Council is no longer seeking to establish an incubator in this or next financial year.
O.15	Prospect Road Destination Marketing		15,000	15,000	(199)	14,801	1,436	On Track	Marketing committee established with businesses and marketing theme/logo & campaign strategy being developed.
			$323,100	**$323,100**	**-$213,509**	**$109,591**	**$51,148**		

Project Ref No.	Capital Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
C.15	Developer Partnership Grant Program	R	423,300	123,300	-	123,300	4,500	On Track	Budget allocated to 'Rose Street Streetscape Cinema Upgrade' project. Rose Street component complete, see 'Rose Street Streetscape' Project above. New application being assessed for Azalea Street. Report to be considered by Council in April 2018.
C.17	High Speed WiFi Network	N	25,000	25,000	11,421	36,421	36,421	Completed	Installation complete. Developing Business Engagement Plan. Small budget overrun, re-allocation of funds from Business Incubator
C.17	GigCity	N	-	-	50,000	50,000	-	On Track	The GigCity Program will ensure that business in the Prospect Road Innovation Precinct can readily export services and data at speeds of 1 Gbps and fully participate in the international Gig Economy.
			$448,300	**$148,300**	**$61,421**	**$209,721**	**$40,921**		

Attachment

Services

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

2017-18 Operating & Capital Projects

Project Ref No.	Operating Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
O.09	Power line undergrounding Hampstead Road (PLEC)		114,544	114,544	-	114,544	-	Not Started	Council determined to defer the project. A March 2018 Council report proposed a new funding model and is pending Council decision.
O.47	East West Traffic Movements		20,000	20,000	-	20,000	-	Not Started	Project incorporated as part of Main North Road design development.
51 - C/F	Prospect Oval Seating Repairs		-	14,000	-	14,000	14,543	Completed	Works Completed.
O.31	Flood Impacted Properties Stormwater Assessment		55,000	55,000	-	55,000	-	On Track	Assessment being made based on previous work in conjunction with Stan Watson flood and mitigation work. Engineering report due in April 2018.
O.01	Civic Centre and CLIC Transition		220,000	230,500	55,000	285,500	166,320	Completed	Relocation from Civic Centre completed in March 2018, all staff relocated and Council operations resumed without incident.
O.02	Depot Relocation		40,000	40,000	-	40,000	-	Not Started	Investigation of potential sites continuing. Timing dependent on Main North Road Expressions Of Interest.
O.23	Digital Transformation - Facilities Booking System		15,000	15,000	-	15,000	67	Not Started	Awaiting confirmed cost neutral business model. Business and Innovation to manage project. Likely saving.
O.04	Service Reviews		17,000	25,000	-	25,000	-	On Track	Service Review Project being scoped. Report to Council in April. Priority is to review library and customer services in preparation for moving back to new CLIC in 2019.
118 - C/F	Scope Design & Delivery of an Extranet		-	20,000	(20,000)	-	-	Re-allocated	$10k of budget incorporated into Web Redesign project, balance a saving
O.05	Sentencing, Boxing and Listing of Legacy Files		23,500	23,500	-	23,500	23,500	Completed	Project completed prior to transition.
O.22	Community Portal Implementation		19,000	19,000	10,000	29,000	1,099	On Track	Implemented and configured in test environment. Portal is now being customised for use by CoP, including the addition of a new security model in Content
	Audit of Asbestos in Council Buildings		-	-	26,750	26,750	-	Not Started	BR3 Additonal Project
			$524,044	**$576,544**	**$71,750**	**$648,294**	**$205,529**		

Attachment

Services

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

Project Ref No.	Capital Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
C.02	Driveway Rectification Program	R	123,010	123,010	-	123,010	94,762	On Track	Contract awarded in November, works on schedule.
C.04	Road Design/Reconstruction (Capital)	R	1,201,555	1,201,555	-	1,201,555	393,530	On Track	Programmed works ongoing. Tender awarded March 18, on track.
C.05	Footpath Construction - Miscellaneous	R	330,199	330,199	-	330,199	219,835	On Track	Programmed works on schedule.
C.06	Kerb and Gutter Constructions	R	295,921	295,921	-	295,921	510	On Track	Construction in conjunction with Road construction C.04 - Road Reconstruction with works to commence immediately by designer.
C.35	Alexandra St Prospect Reconstruction	R	1,005,000	1,005,000	-	1,005,000	33,855	On Track	Tender awarded March 18.
C.07	Drainage Design/Construction	N	38,808	38,808	-	38,808	-	On Track	Hillsdale Street currently being assessed
BR1 -16/17	Connecting Prospect Oval to Main North Rd (Cap)	N	-	9,850	6,234	16,084	16,084	Completed	Overspend on additional footpath works not previously identified. Refer BR3.
22 C/F	Brussels St - Road Design/Construction - C/F	R	-	85,664	1,599	87,263	87,263	Completed	
23 C/F	Brussels St - Footpath Construction - C/F	R	-	118,018	-	118,018	118,018	Completed	-
24 C/F	Brussels St - Kerb & Gutter Construction - C/F	R	-	54,756	3,134	57,890	57,890	Completed	
31 C/F	Brussels St - Drainage Design/Constr - C/F	N	-	266,559	(971)	265,588	265,588	Completed	
31 C/F	Churchill Rd S/water Diversion Drain - C/F	N	-	227,267	-	227,267	227,267	Completed	
44 C/F	Council Buildings Capital Works - C/F	R	-	30,000	-	30,000	30,332	Completed	
C.08	Council Buildings & Structures - Capital Works	R	85,268	85,268	-	85,268	17,376	On Track	Additional Picnic Table Sunshade at Narnu Wirra funded from savings in 2017-2018 .
C.01	Fleet Management - Capital Acquisitions	R	283,500	578,500	-	578,500	395,839	On Track	On track. Potential carry forward for Community Bus due to customisation for DDA compliance.
C.10	Community Hub, Library & Innovation Centre (CLIC)	R	3,500,000	2,200,000	-	2,200,000	662,289	On Track	Architectural design of building progressed to 75% completion. Report to Council on 27/03/2018 on progress to date, heading to 100% design at April Council meeting. Demolition commenced and occurring throughout April and early May.
C.11	Broadview Oval - Tennis Court Rejuvenation	N	35,000	35,000	-	35,000	4,000	On Track	Awaiting tennis off season to commence works, end of April.

Attachment

Services

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

Project Ref No.	Capital Project	New/Upgrade (N) Renewal (R)	Original Budget 2017-18	Revised BR2 Budget 2017-18	Proposed BR3 Adjustments	Proposed Revised BR3 Budget 2017-18	Actual to 31 March 2018	Project Status	Project Comment
C.14	Prospect Oval - Roof Replacement - Robert Lewis	R	450,000	450,000	-	450,000	4,070	On Track	Contract awarded, works commenced April 2017.
C.18	Stan Watson Pump Station Upgrades	R	5,500	5,500	-	5,500	5,390	Completed	-
C.19	Asbestos Removal	R	90,000	90,000	(26,750)	63,250	34,820	Completed	Re-roof of Nailsworth Hall completed. Balance, $26,750 to be used for asbestos audit.
C.23	Connected Parks	N	110,000	110,000	146,900	256,900	-	On Track	Federal Grant secured in November, agreement will be signed will be signed with partner council in due course. Council report due in May requesting a carry forward of the funding to 2018-2019.
C.39	Flood Mitigation - Prospect North West	R	115,000	115,000	-	115,000	-	On Track	Design of flood mitigation is underway. Engineers report due April 2018, a review of extent of works required following receipt. Potential carry forward.
C.25	Stan Watson Park Expansion & Flood Mitigation Work	N	800,000	800,000	-	800,000	712,697	On Track	Property acquired. Demolished in December. Design of flood mitigation is underway. Engineers report due April 2018, a review of extent of works required following receipt. Potential carry forward.
			$8,463,761	**$8,255,875**	**$130,146**	**$8,386,021**	**$3,381,446**		
TOTAL OPERATING PROJECT EXPENDITURE			**$1,731,144**	**$2,028,669**	**-$51,709**	**$1,976,960**	**$1,117,057**		
Total New / Upgrade Asset			$1,309,808	$2,166,364	$286,584	$2,452,948	$1,617,068		
Total Renewal Asset			$8,153,103	$7,901,463	-$20,964	$7,880,499	$2,940,426		
TOTAL CAPITAL PROJECT EXPENDITURE			**$9,462,911**	**$10,067,827**	**$265,620**	**$10,333,447**	**$4,557,494**		

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Income									
Rates Revenues									
Recurrent Income									
Rates Income - Separate Rate			(0.2)		(0.2)		To reflect actual rates income for separate rating for Prospect Road Destination Marketing	✘	c
Total Rates Revenues	19,993	20,027	(0.2)	-	(0.2)	20,027			
Statutory Charges									
Recurrent Income									
Development Assessment - Lodgement Fees			5		5		Revised forecast for planning lodgement fees in 2017-18.	✓	c
Development Assessment - Building Fees			3		3		Revised forecast for building lodgement fees in 2017-18.	✓	c
Library Services - Fines Income			(1)		(1)		Reduction in expected fine income due to policy change.	✘	a
Financial Management - Statutory Charges			(5)		(5)		Urgent searches for rates ceased from 1st March 2018 which will result in decreased statutory income.	✘	a
Total Statutory Charges	500	518	2	-	2	520			
User Charges									
Project Income									
Tourrific Prospect - User Charges Income				10	10		Street trader income higher than forecast.	✓	c
Recurrent Income									
Town Hall Facilities - User Charges Income			1		1		Revised forecast due to increased usage of facilities.	✓	c
Prospect Community Hall - User Charges Income			2		2		Revised forecast due to increased usage of facilities.	✓	c
Club 5082 - Bar and Entrance Fees			4		4		Increased sales at Club 5082 in 2017-18.	✓	c
Library Services - User Charges Income			(3)		(3)		Reduction in expected user charges income for the library due to drop in demand for photocopying, printing and laminating services.	✘	c
CHSP Social Programs - User Charges			(9)		(9)		Drop in user charges contributions in last half of year for CHSP Social Programs.	✘	c
Total User Charges	217	239	(5)	10	5	244			
Grants, Subsidies and Contributions									
Recurrent Income									
Digital Literacy Operating Grant			2		2		To reflect Digital Literacy Grant received from Good Things Foundation in January 2018	✓	d
Financial Management - Supplementary Roads Funding			2		2		To reflect Special Road Funding received in January 2018.	✓	d
Project Income									
Business Incubator - Income				(100)	(100)		Council applied for $116,000 from the Commonwealth Incubator Support Program, which was to be matched by $100,000 from Council. The application was unsuccessful and Council is no longer seeking to establish an incubator in this or next financial year.	✘	d

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Streets & Footpaths - Income			146		146		Additional Roads to Recovery grant funding application brought forward in17-18 from future program	✓	e
Total Grants, Subsidies and Contributions	1,857	1,766	150	(100)	50	1,816			

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Income (cont.)									
Investment Income			-		-				
Total Investment Income	236	196	-	-	-	196			
Reimbursements									
Recurrent Income									
WHS & Risk Income - Reimbursements			5		5		To reflect revised forecast for reimbursement of claims settlements from LGRS in 2017-18.	✓	c
CEO - Reimbursements			2		2		Reimbursement from Local Government Association for unspent funds from Kaurna Indigenous Land Use Agreement Negotiations.	✓	c
Financial Management - Fuel Tax Credits			(2)		(2)		Revision to fuel tax credit budget in 2017-18.	✘	c
Financial Management - LGRS Rebate Income			(161)		(161)		To reflect change in accounting treatment for disclosure of LGRS performance bonus rebates.	✘	d
Private Works - Income			8		8		Private Works contribution 2017-18. Offset by associated expenditure	✘	d
Total Reimbursements	115	188	(147)	-	(147)	41			
Other Income									
Project Income									
Tourrific Prospecct - Other Income				(4)	(4)		Income from Vine Street markets during Tourrific lower than forecast.	✘	c
Tourrific Prospecct - Sponsorship Income				(20)	(20)		Did not meet target sponsorship this year. However, new sponsors gained this year may increase dollars received next year.	✘	c
Recurrent Income									
Twilight Concerts - Other Income			2		2		To reflect trading income from food trucks at Twilight Concerts 2018.	✓	c
Community Arts & Gallery - Sales Commission Income			1		1		Higher than anticipated Artist Sales commissions from gallery sales.	✓	c
Financial Management - Other Income			12		12		To reflect 3rd quarter Special Surplus Distribution from LGRS in relation to the LG Income Protection Fund. One-off surplus credit to members.	✓	c
Total Other Income	132	388	14	(24)	(9)	379			
Net Gain - Equity Accounted Council Businesses									
EHA JV Profit			(3)		(3)		Cumulative adjustment of EHA first budget review ($4,173) and second budget review ($1,638 favourable) in 2017-2018.	✘	d
	5	5	(3)	-	(3)	2			
Total Income	23,054	23,326	11	(114)	(102)	23,225			

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Expenses									
Employee Costs									
Recurrent Expenditure									
Workers Compensation Insurance			113		113		To reflect change in accounting treatment for disclosure of LGRS performance bonus rebates.	✓	d
Total Employee Costs	8,241	8,239	113	-	113	8,125			
Materials, Contracts & Other Expenses									
Project Expenditure									
Business Incubator (Incubator Support Initiative)				200	200		Council applied for $116,000 from the Commonwealth Incubator Support Program, which was to be matched by $100,000 from Council.. The application was unsuccessful and Council is no longer seeking to establish an incubator in this or next financial year.	✓	d
Main North Central Precinct Concept Plan				83	83		Detailed Design being finalised with EM workshop held November 2017. Council agenda item 13.5, 23rd Jan 2018	✓	d
Scope Design & Delivery of an Extranet				20	20		$10k of budget incorporated into Web Redesign project, balance a saving	✓	d
Communications Strategy Implementation Plan				17	17		Establishing Communications Staff Champions Group. Elected Member Social Media training scheduled for 20 February 2018.	✓	d
Digital Economy Strategy Implementation				13	13		Prospect Fast WiFi system installed and being promoted through installation of new street signage. Gig City proposal lodged. Innovation precinct concept developed & Smart Cities funding Awarded.	✓	d
Green Neighbourhoods Connections & Attractions				5	5		Works completed with costs finalised in 2016-2017.	✓	c
Events Grants				2	2		Neighbourhood Day grants did not proceed, resulting in budget review of $2000 in BR3.	✓	c
Prospect Road Destination Marketing				0.2	0.2		To reflect actual rates income for separate rating for Prospect Road Destination Marketing	✓	c
Main North Road Design Development				(83)	(83)		Council Agenda item 13.5, 23rd Jan 2018.	✘	d
Civic Centre Transition				(55)	(55)		Per Item 13.7 of February Council. Resolution 39/18. Bring forward $55K from 2018/19 budget to 2017/18.	✘	b
Web Site Design & Redevelopment				(40)	(40)		Request For Tender released to market in December 2017. Scheduled for evaluation and contract award by February 2018. Seeking completion by June 2018	✘	d
Car Parking Development Fund Review				(10)	(10)		To reflect Resolution 64/18, relating to Item 13.8 of Council held 27/3/18.	✘	b
Community Portal Implementation				(10)	(10)		Savings from Communications Strategy to be utilised for Community Portal Implementation	✘	c
Reconciliation Action Plan				(2)	(2)		Reimbursement from Local Government Association for unspent funds from Kaurna Indigenous Land Use Agreement Negotiations will be utilised for Reconciliation Action Plan activities.	✘	c
Green Tunnel				(40)	(40)		BR3 Additonal Project	✘	d

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Park Irrigation Audits				(30)	(30)		BR3 Additonal Project	✘	d
Remediate Landscaping Prospect / Churchill Roads				(30)	(30)		BR3 Additonal Project	✘	d
Audit of Asbestos in Council Buildings				(27)	(27)		BR3 Additonal Project	✘	d
Christmas Decorations				(10)	(10)		BR3 Additonal Project	✘	d
Prospect RSL Air Conditioning				(4)	(4)		BR3 Additonal Project	✘	d
Recurrent Expenditure									
WHS & Risk - Consultants and Materials			31		31		Savings in WHS expense as a result of Council being successful in obtaining: 1) member risk funding in March 2018 from the LGA Workers Compensation Scheme for $7,200 2) LGRS Tailored Implementation Program funding in February 2018 up to $10K for project works associated with WHS internal auditing programs.	✓	c
Housing Diversity and Desirable Neighbourhoods DPA			30		30		Advice received from DPTI not to proceed with DPA. To reflect Resolution 63/18, relating to Item 13.7 of Council held 27/3/18. Housing Diversity study now supported and budget adjusted accordingly.	✓	c
Adminstrative Services - Public Risk Insurance			25		25		To reflect change in accounting treatment for disclosure of LGRS performance bonus rebates.	✓	d
Tourrific Prospect			23		23		Net anticipated final result for Tourrific, favourable due to increased street trader income at the 2018 event.	✓	c
Administrative Services - General Insurance			17		17		To reflect change in accounting treatment for disclosure of LGRS performance bonus rebates and additional minor insurances required throughout the year.	✓	d
Community Services Management - Software			11		11		Changes to My Aged Care have had a significant impact on program and led to savings in Community Services Management account.	✓	c
CHSP Social Programs - External Services			9		9		Drop in user charges contributions in last half of year for CHSP Social Programs resulting in adjustment to expenditure budget.	✓	c
Administration - Flying of Flags			5		5		Flag budget not required in 2017-18.	✓	c
Waste Disposal Processing			(58)		(58)		Processing recyclables rebate no-longer available in market, now an expense	✘	d
Developer Partnership Grant Program - Income			(50)		(50)		Rose Street Development, Maras Group contribution reduced from $100k to $50k	✘	c
Depot Operations - Solicitor Fees			(23)		(23)		Additional legal advice sought for a number of matters; Staff, Rose Street, Depot re-location	✘	c
Dog Control			(6)		(6)		Revised AWL fee structure	✘	c

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Nailsworth Community Hall			(5)		(5)		Revised electricity, water and gas forecasts for Hall facilities in 2017-18.	✘	c
Town Hall Facilities			(3)		(3)		Revised cleaning contractor forecast for Hall facilities in 2017-18.	✘	c
Digital Literacy			(2)		(2)		To reflect Digital Literacy Grant received from Good Things Foundation in January 2018	✘	d
Rates Administration - Postage			(4)		(4)		Revised forecast for rates postage in 2017-18.	✘	c
Total Materials, Contracts & Other Expenses	10,407	10,536	0	(1)	(1)	10,537			
Depreciation, Amortisation & Impairment									
Total Depreciation, Amortisation & Impairment	3,624	3,624	-	-	-	3,624			
Finance Costs									
Total Finance Costs	674	591	-	-	-	591			
Net loss - Equity Accounted Council Businesses									
Total Net loss - Equity Accounted Council Businesses	-	-	-	-	-	-			
Total Expenses	22,946	22,990	114	(1)	113	22,876			

Attachment

Operating Recurrent and Projects Budget Review 3 Proposed Adjustments

	Original Budget 2017-18	Revised BR2 Budget	Proposed BR3 Adjustments			Proposed Revised BR3 Budget	Comments	Favourable / Unfavourable	Budget Adjustment Nature
			Recurrent	*Projects*	*Total*				
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000			
Operating Surplus / (Deficit)	107	337			12	350			
Asset Disposal & Fair Value Adjustments									
Total Asset Disposal & Fair Value Adjustments	90	90	-	-	-	90			
Broadview Oval - T/Court Rejuvenation - Income			(20)		(20)		Grant from SA Tennis was unsuccessful	✘	c
Connected Parks - Income			147		147		Federal Grant secured in November.	✓	c
Amounts Received Specifically for New or Upgraded Assets									
	507	457	127	-	127	584			
Physical Resources Received Free of Charge									
Total Investment Income	-	-	-	-	-	-			
Net Surplus / (Deficit)	704	884	127	-	139	1,023			
Other Comprehensive Income									
Total Other Comprehensive Income	-	-	-	-	-	-			
Total Comprehensive Income	704	884	127	-	139	1,023			

Legend: Budget Adjustment Nature	
a	*Policy Change*
b	*Revised Budget Estimates Approved by Council*
c	*Budget Overruns/Savings*
d	*Internal Adjustment Excluding Budget Overruns (inc Grants, Reallocation)*
e	*Operational Efficiency Gain / Productivity Saving*

Attachment

AGENDA ITEM NO.: **14.11**

TO: Council on 24 April 2018

DIRECTOR: Nathan Cunningham, Director Community & Planning

REPORT AUTHOR: Chris Newby, CLIC Project Lead

SUBJECT: Plans for Endorsement – Community Hub, Library and Innovation Centre (CLIC)

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1. EXECUTIVE SUMMARY

The architectural design of the building has progressed to 100% completion and is presented to Council for endorsement.

As discussed in greater detail at the Workshop on 17 April 2018, while the design is at 100% for construction purposes, there are a small number of interior design options that remain open for further discussion, refinement and selection. One example would be the internal lighting choices which still requires consideration.

The exploration of design options in recent weeks has focussed on;

- the building exterior and façade,
- general materials and colours,
- interior design and finalising layout.

The details of the internal elements elicited a good deal of discussion with Elected Members, with many of the items also recently discussed with key stakeholder groups and members of the Community Reference Group. The outcome of this work and the commentary provided through the workshop discussions forms the basis of the recommendation to Council.

2. RECOMMENDATION

(1) Council having considered Item 14.11 Plans and Program for Endorsement – Community Hub, Library and Innovation Centre receive and note the report.

(2) Council endorses the 100% Design Development Plans as described in the Attachments to this report, and in particular endorses the following internal elements of the design:

a. Gallery / Art store / Window Gallery spaces configuration and presentation, noting the feedback from the Prospect Art Action Network which assisted in refining the design and layout

b. Local history and study area layout and fitout on Level 1, noting the feedback from the Prospect Local History Group and the Family History Group has assisted in refining the design and layout

c. Flooring

- **Ground floor – matting to each entry, terrazzo tile (black & white) throughout, carpet inlays around customer service, carpet to children's area and reading area at edge of library, timber deck to balcony, marmoleum to processing room, carpet to parent room, tiles to toilet areas, terrazzo through Town Hall corridors and café/ bar area, and marmoleum to maker space.**
- **Level 1 - Tasmanian oak to main public area (Local History, study and Chamber/ Event space) and meeting rooms, terrazzo to chamber/ event space balcony and lift landing area, tiles to wet areas, carpet to staff area, marmoleum to staff kitchen and modwood to rear balcony.**
- **Level 2 – Terrazzo to lift landing, base carpet to commercial space and selected carpet (from level 1) to staff area. Timber stair to connect Level 1 and 2.**

d. Internal material and finishes based on the materials board referenced in the Attachments to this report

e. Café area to be established as a 'warm shell' ready for future tenant fitout

f. Not to proceed with the internal security screen/ curtain at the mid-point of the ground floor level

(3) In endorsing the 100% Design Development Plans as described in the Attachments to this report, Council endorses the following external elements of the design:

a. Painted colour for the modular steel façade being white

b. Painted colours to soffits and the gallery reveal being ochre, noting opportunity for colour to be updated in future years

c. Spandrel material to building façade being of colorbond steel in mini-orb profile

d. Spandrel material colour being ironstone (blue/grey) and light blue

(4) In endorsing the 100% Design Development Plans as described in the Attachments to this report, Council notes the following components remain outstanding for further design development and review at workshop before being returned to Council for endorsement:

a. Internal and External Lighting type and layout

b. External Colours and Finishes for updated Town Hall

c. Screening / shading solution to the western balcony area

d. Level 1 Chamber / Event area furniture and layout preferences

(5) In endorsing the 100% Design Development Plans as described in the Attachments to this report, Council notes the following components for resolution by staff through Project Management Team and Project Executive Group discussions, to be workshopped with Elected Members as necessary and reported to Council in future update reports on the project:

a. Layout and operations of Bar area in Town Hall
b. Food and drink store with prep benches
c. Cleaners store with sink
d. Cabinetry and loose furniture in keeping with the endorsed material and colour selections
e. Internal art installations such as history timeline

3. DISCUSSION & BACKGROUND

3.1 CLIC Architectural Design

The 100% design development package (refer to Attachments provided under separate cover) represents the latest iteration of work developed by JPE in consultation with key stakeholders including Council's Elected Members, the Community Reference Group (particularly representatives of the Prospect Arts Action Network (PAAN) and the Prospect Local History Group (PLHG)) who have had multiple discussions with the design team this last month. PAAN have now provided written support for the layout, however PLHG have been unable to form a consistent view on behalf of their whole group. Council staff through the staff reference group have also progressed consideration of the back-office areas.

This package of information and plans builds on the 75% design development package, which was endorsed by Council at its meeting of 27 March 2018. That approval included these key elements of the design:

a) Plate steel façade option with protective paint finish
b) Double-width concealed stair option and void configuration
c) Bump-in and artists entry retained to rear of Town Hall via Vine Plaza
d) The Town Hall Demolition Works (new large wall openings and box gutter) and Town Hall New Works (including the cold shell for Café and Bar area) excluding the removal of rear verandah over basement access stair
e) Ecologically Sustainable Development Initiatives including:
    - Perimeter daylight harvesting
    - Economy cycle to air-conditioning system
    - Passive thermal performance optimisation
    - Energy and water metering / monitoring system
    - 50kW Roof-mounted solar PV system
f) Site plan showing car parking and landscaping and lower ground floor plan, subject to an update of the motor bike and bicycle parking area/s

In endorsing the 75% Design Development Plans in March, Council noted the following components remain outstanding for further design development and review at workshop before being returned to Council for endorsement:

a) Art store / Gallery / Slot Gallery spaces configuration and street presentation
b) Local history and study area configuration
c) Meeting room / maker space configuration

d) Floor finishes

e) Internal finishes and lighting

f) Screening / shading solution to the western balcony area

g) Food and drink store with prep benches

h) Cleaners store with sink

i) Internal security screen/ curtain at the mid-point of the upper ground floor level comprising auto blinds with a custom print (identified as Option 2 within the 75% design development package)

The recommendation as part of this report seeks to deal with all the items above, most being decided at the April meeting, with a small number needing further consideration either by Council or by the Project Team.

With all the detailed drawings due to be completed by 25 May 2018 to keep the project on schedule, it is essential that key decisions on the building design continue to be made. Each decision further consolidates the team's design in response to Council's direction, with key elements that are 'locked in' able to be documented and subsequently form part of tender packages.

Consultation with key groups has revealed a high level of support for layouts and details of the gallery and maker space areas, and mixed views on the layout and details of the local history area. These views are discussed in further detail later in this report.

In progressing the 100% Design Development, Council is being asked to consider and approve the following key elements of the design:

- Floor and Ceiling selections, including extent on each level
- External colour selections, including CLIC façade screen and Town Hall
- Internal colour and material selections
- Gallery and maker space layout and fitout
- Local history area layout and fitout
- Chamber / Event Space furniture / layout preferences

Whilst this stage is referred to as 100% Design Development, there will still be a number of other matters to be refined, discussed and decided by Council. Those elements which remain outstanding beyond 100% design development endorsement include furniture, lighting and other items, which will require further input and decisions either by Council or by administration.

Floor Selections

The design team have nominated a number of options in respect of the flooring to be used throughout the building, with combinations of terrazzo, timber flooring, carpet, bolon, marmoleum and timber deck all suggested to suit the particular needs of each space while providing for a cohesive approach to flooring throughout the single building.

A key component of the brief has always been to maximise flexibility in the use of the building to ensure it was adaptable and future-proof, with flooring (and material selection generally) also recognised as a key element in achieving the desired feel and warmth desired for Prospect's community spaces. To this end, the team have identified two options of terrazzo flooring for the areas needing the hardest wearing material, being; main foyer, gallery and some of the library spaces. In recognition of early feedback regarding the need for soft and warm flooring areas, the terrazzo is no longer proposed across the whole of the Upper Ground Floor. A considerable amount of carpet is also proposed. The terrazzo tile would provide for easy and convenient repositioning of movable items such as mobile shelving, trolleys and the like, while providing the highest level of resilience to these movements and to foot traffic.

The options nominated are a predominantly black and white tile (with warm tan flecks) and a green and red coloured tile (with similar warmth) to complement the red brick of the Town Hall. While either option would present a high quality and attractive finish as well as a positive sense of arrival in the key civic and community space throughout the ground floor, it is considered that the black and white is preferable for the gallery space, and it is desirable that the same tile be used throughout the building. The black and white flecked option also pays greatest respect to the colours found in the external pavers throughout the Village Heart and this is an important consideration in entering the building from Prospect Road.

In areas where softness underfoot is desired, such as within the children's area, along the edge of the library space (where reading areas are nominated) and at customer service areas, carpet has been nominated. An alternative option also explored was to carpet the entirety of the library area, with the terrazzo tile used in the foyer and gallery spaces, although this would limit future flexibility by fixing a line between collection space and foyer.

The terrazzo tile would also be used within portions of the Town Hall (hallways and entrance areas), which would assist in way-finding while visibly connecting the existing building with the new building, ensuring a consistent sense of arrival and a feeling that you are always part of CLIC (from either entrance). It is also recommended that the terrazzo be used on the balcony of the main meeting / events space on Level 1, which would assist in reinforcing the connection between ground floor and Level 1, while providing for a high quality external surface off the premier meeting space.

The community spaces on Level 1 would be provided with timber flooring, whilst the adjacent staff area would be carpet, along with the entirety of Level 2. Marmoleum or timber would be used for kitchen areas and other spaces where a flooring with greater durability than carpet is desirable. These amendments from earlier design iterations have been proposed to maximise value for the expense by having the quality materials and finishes in the public areas where they will be most appreciated and enjoyed.

Ceiling Selections

The design team have nominated three different ceiling options, with a premium finish of perforated MDF acoustic ceiling nominated for the (upper) ground floor. Options were also explored that would utilise a perforated plasterboard ceiling on the ground floor, or just to a portion of the ground floor (library area only). The recommendation is that the premium ceiling be used throughout the ground floor of the new building, as this would be the area most used by the community and would be of most benefit from an acoustic (as well as aesthetic) perspective.

The upper floor community and meeting / event space would feature a perforated plasterboard ceiling, which would provide good acoustic benefit and a higher quality finish than a standard plasterboard ceiling which would be used in the adjacent staff area and throughout level 2 where those simpler types of ceilings would be more expected.

External Colour and Material Selections

The design team explored a range of options for exterior colours of the new construction including natural earth tones, greens and blues, arriving at a recommended choice between these colour schemes. The team are suggesting a blue-grey (ironstone) colour palette for the building façade spandrels to complement the blue-grey of the Town Hall bluestone facade, and an off-white (with blue-grey tint) colour for the façade fins. A variety of colour options have been explored for the base building and fins, but this combination as recommended is considered to provide the best (and most flexible) base for a building that is intended to complement and enhance the appearance of the Town Hall for years to come.

Opportunities for splashes of colour have been included in various locations to add vibrancy and interest to the facade, including the soffits to the underside of canopies and the meeting room balcony, the recessed walls framing the window gallery, and the vertical panel to the north of the gallery walls (on the Prospect Road façade). The design team have nominated an ochre colour for these feature splashes of colour, noting that this approach allows for the building appearance to be easily refreshed in the future. This also compliments the primary colours of blue and yellow used in the town hall stained glass windows to Prospect Road. The colour theme would continue through to opportunities at the rear and side of the building.

Timber soffits to the underside of the canopies were also explored, but the naturally subdued colour tones of timber finishes did not lend themselves to achieving as dynamic a result. Overall, the colour selections will sit comfortably within the landscape for many years to come (striking a balance between a subdued yet bold base colour, with dynamic highlights), while providing for future flexibility and adaptability should there be a desire for colour change.

This outcome has been directly influenced by the discussion at the recent Council workshop, which highlighted a desire for the Town Hall bluestone to influence the spandrel colour, and the desire for splashes of colour to be incorporated in the design.

The unique v-shaped profile of the 5mm folded steel façade fins provides four different angles at which light bounces of the façade, adding depth, shadows and visual interest to the building. The experience for the viewer will change as they move past (or into) the building due to the spacing between these vertical members.

The main building façade (behind the screen) would be predominantly glass, comprising 1500mm wide glazing sections to each floor. Spandrels located between each floor level would be finished in a corrugated colorbond steel (mini-orb profile), which would provide additional light and shadow to the façade, while reinforcing the vertical rhythm established by the screen fins. Whilst there was some initial concern that the use of a corrugated profile may be seen as a fairly common profile, the large separation distance between the viewer and the material means that the effect of light and shadow will be more prominent than the material itself.

Flat panel options were also explored for the spandrels, but these lacked the same depth of shadow that is achieved using a corrugated profile. While they would achieve a crisp, smooth finish, the flat panels would reinforce the flat glazing of the main building, rather than picking up on and enhancing the delicateness of the façade fins.

The colour and material of the building is recognised as a highly important component of the design, being the first experience that people will have with the new facility. Following rigorous testing and lengthy discussion, it is considered that the design team have developed a highly attractive building that both recognises the past while embracing the future, and one that will stand the test of time. It is therefore recommend that the façade materials and colours be endorsed at this stage.

Feedback from Prospect Arts Action Network

The Prospect Arts Action Network (PAAN) met on Thursday 12 April 2018 to receive a presentation from the architects on the design and layout of the gallery, storage area and maker space. The architects spoke about the design journey that had been undertaken to arrive at the preferred design outcome, which had included consideration of feedback from and options explored by Sue Michael, who is the PAAN's representative on the CLIC Community Reference Group.

In expressing their support for the preferred design outcome, the group made a number of comments and recommendations. These have been included where possible in the design or noted for consideration in future stages of the documentation process, as described in the table below:

Comment	Response
• In relation to layout, the rectangular-shaped gallery, window ("slot") gallery with flexible wall placement, and storage area with sink, bar fridge and art storage racks, are all supported in their current configuration.	Noted and included
• In relation to materials and finishes, the specification of a black perforated ceiling (matt finish) is supported, as is the terrazzo flooring (black and white)	Noted and included
• In relation to structural considerations, the ceiling design should provide flexibility for hanging of items by providing a grid layout to allow hanging of lighter objects, as well as fixed points (as proposed) for heavier objects	Noted and included
• In relation to fit-out and practical use of the space, the following suggestions should be incorporated: Variable lighting for artworks (dimming and with "barn doors") along 3 tracks with consideration given to the warmth, colour temperature and strength of the lights. Also the balance between gallery lighting and daylight from Prospect Road as well as spill through the Gallery entrances.	Noted and included / updated

o Floor lights should be included in window gallery. If shelving is to be included in the "Slot Gallery" some form of side strip lighting will be required and may be the best option overall. (Noting that the 'slot gallery' is an existing gallery, and it may cause confusion if this space also becomes officially known as a slot gallery)	Noted and included / updated
o AV installation should include small speakers throughout gallery and outside of main window plus: ▪ 2 wireless microphones, with stands for openings and artist's talks ▪ Provision to record speeches via the AV system ▪ Ability to adjust individual speakers within gallery space ▪ Ability to have sound outside Gallery window so sound based artworks can be heard from outside looking in ▪ Capacity to stream internet video and audio through the AV system as well as projector audio ▪ Capacity to adjust each input to the desired levels	Noted for inclusion in AV specifications
o Include floor power boxes to suit mobile wall placement	Noted for inclusion
o Recess power on walls and allow for cords to be hidden	Noted for investigation
o Include pull down blind for when window gallery wall is not in place - both block out and translucent combinations to enable rear and front projection and 24/7 presentations	Noted and included
o Column within space should remain unclad and be painted white, or clad (tight) and painted white	Noted and included
o The location of the drop-down projector is supported. A projector should be permanently installed; one capable of providing sufficient light to work the window gallery translucent screen. The projector mount should be directionally adjustable so images can be seen on any of the main gallery walls.	Noted and included

The suggestions described above have been incorporated into the design package or noted for inclusion in future specifications. These suggestions represent a positive further refinement of the proposal and are in keeping with the design intent of the building and the space, and as such are supported for inclusion in the final plans to be released for tender, or accommodated in the FF&E specifications where applicable.

Overall, there was a high level of excitement expressed by the PAAN members about the design of the gallery and associated areas, and what the space would offer in support of the future of arts in the City of Prospect.

Feedback from Prospect Local History Group

The Prospect Local History Group (PLHG) including representation from Family History also met on Thursday 12 April 2018, and received a presentation from the architects on the design and layout of the local history area and archive storage provision. The design presented to the group incorporated some of the elements suggested by Anna Graves, who is now the PLHG's representative on the CLIC Community Reference Group (taking the place of former CRG member David Kilner).

Whilst recognising this has been a challenging component of the design brief, the discussion did reveal certain themes and suggestions that provide a high level of confidence to the design team that the local history area would (with some amendments following the meeting) achieve the desired outcome and balance the needs of the various users of this space.

• In relation to layout, the PLHG:	
o Strongly encouraged the provision of additional storage capacity within the level 1 local history area, in close proximity to the research area, through additional shelving between the local history area and the adjacent meeting spaces	Noted and storage increased
o Suggested that the family history bench/table be the size of the existing desk space to allow for spreading out resources	Noted. Family history table is of similar size
o Identified concerns about security of the collection if not appropriately managed / secured	Noted. Lockable cabinets to be specified.
o Expressed concern about potential noise impacts from adjacent areas	Noted. History area is adjacent (quieter) study spaces and acoustic ceiling to be provided.
o Supported the display of the Prospect map at the top of the stairs	Noted – no changes required
o Supported the flexibility of the maker space provided by the operable wall	Noted
o Suggested additional display areas should be located on the ground floor (near the entrances) promoting the local history area upstairs	Noted for possible inclusion in FF&E scope
• In relation to materials and finishes, would prefer a softer (carpet or similar) floor finish in the local history area (due to noise), but were conscious of durability so timber would also be acceptable	Noted. Timber throughout is design team's preferred option – acoustic ceiling will assist.

• In relation to fitout and the practical use of the space, the following suggestions should be catered for: The collection should be triaged between high and low frequency use to determine what is stored in the archival area	Noted for operational / facility management discussion
o A specialist (archivist) should be engaged to determine ideal drawer size so as to cater for the archive boxes (and/or the content of the boxes)	Noted – discussion with local history officer confirms future cabinet design within nominated area would be sufficient
o A Prospect Timeline (or other historical displays) should be installed in the Town Hall corridor and/or adjacent the main stair (or other spaces) to encourage visitation to the local history area	Noted for future design
o Additional fixed PCs should be provided near or adjacent to a dedicated PC for history use	Noted for consideration
o A space should be provided where the scanner can be put away, and a printer should be provided for use by people in this area	Noted for inclusion in cabinetry design
o The lighting in the space provided for display should consider UV spectrum and temperature (eg to prevent mildew, or cracking)	Noted for inclusion in lighting specification
o Digitising the collection is supported, although access to physical objects would still be required	Noted
o The mobile study bench should be at a higher height, with storage provided underneath	Noted for consideration
o Vertical storage (such as a verti-plan) should be provided rather than plan drawers, perhaps integrated into the mobile study bench.	Noted for consideration

Overall, it appeared that there was still a level of concern about the local history area, particularly in relation to the amount of storage provided on level 1. It is worth noting that the overall area of Level 1 is significantly larger than any previous history area within City of Prospect.

If this storage space was increased, and minor changes made to the layout/fitout of the space were made to accommodate specific / individual requests, it is anticipated that the PLHG would be satisfied with the area's design.

The PLHG's representative on the Community Reference Group also provided additional commentary in respect of:

- The maker space in the Irish Harp room needs to be assembled in such a way that the room is able to be kept clean and tidy for the benefit of other users.

- Timber flooring was noted as suitable, but the objective of any flooring in that area would be sound deadening.

- There remains a view that there should be a room, rather than an 'area', and that if this is to be the course to be taken, there are many issues to be resolved in designing such a space, with many priorities to be balanced.

- As regards the mobile storage bench, I remain of the view that this is something of a lost opportunity to provide more storage. Expert advice should be sought concerning plan storage, as a flat map system using archival quality materials may be required to safely store older plans.

- The bench space needed to conduct research should have the potential for a 'teacher' and a 'learner' to be sitting side by side.

- There should be further work on a compromise of the design of the wall between the Local History area and the quiet rooms behind.

Whilst some of these suggestions relate to operational matters or curation of spaces, the team will continue to work on ensuring the majority of these ideas are incorporated into the design. Keeping the PLHG's feedback front of mind will maximise the likelihood of a successful (and quietly dynamic) local history area that suits the needs of a specialist interest group providing invaluable services to the community.

4. CONCLUDING STATEMENTS

The further refinement of the design and exploration of options with key user groups has given a high level of confidence in the design and fitout as proposed, as well as the external expression of the building. Key decisions need to be made concerning material finishes internally, which play an important role in ensuring the flexibility of and adaptability of the building as well as the "feel" of each floor level and specific areas.

There is a high degree of confidence amongst the Project Team that the current Design Development package achieves an appropriate balance between the expectations of stakeholders and those of the broader community. This remains a design outcome that the Council can be proud of and that the community will embrace.

Locking in key decisions on layout, materials and colours (both internally and externally), particularly in relation to focus areas such as the gallery and local history area, gives the community a high degree of certainty about how the facility will look (and feel) in the future. Certainty on these elements informs the detailing of packages to be released for tender, as well as supporting future community engagement and promotional activities.

Further updates will be provided to Council as the team documents the building and further refines the particulars of the design through that process, and as construction commences.

ATTACHMENTS

100% Design Development Package (provided under separate cover)

AGENDA ITEM NO.: **16.1**

TO: Council on 24 April 2018

DIRECTOR: Nathan Cunningham, Director Community & Planning

REPORT AUTHOR: Chris Newby, CLIC Project Lead

SUBJECT: Project Update – Community Hub, Library & Innovation Centre (CLIC)

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1. EXECUTIVE SUMMARY

The architectural design of the building has progressed and is presented to Council for endorsement through a separate report. The iterative nature of the design development process requires that Council make progressive decisions to give direction to the design team to allow further work to be undertaken. Works packages are able to be prepared for components of the construction that have been finalised through previous decisions. Progression of the design has been part of the key activities throughout April, although the most notable progress in project delivery is associated with the demolition of the existing building.

The exploration of design options has focussed on interior design and detailing of materials and colours (internal and external). These elements elicited a good deal of discussion with Elected Members at a number of workshops, as well as at recent Community Reference Group meetings. The details are presented as part of a separate report for endorsement.

The development application for removal of a regulated tree from the Prospect Road site has been approved in line with a recommendation by an Independent Planning report and the removal will be undertaken as part of the demolition process.

Transition arrangements for Council's operations have been implemented, and Community Groups have attended the Civic Centre to collect furniture and fittings for reuse in support of their activities. The disruption to the Customer Service was minimised to one single business day and a number of recent customers in the Town Hall facility have complimented the perceived seamless nature of the move. It is worth congratulating key staff for the efforts made in achieving such a smooth transition.

The sale of 132-134 Prospect Road has been finalised, with a contract executed with the purchaser. Land division plans will now be finalised for development approval as part of the site handover process. The new owner will need to undertake a planning process for their development proposal in order to progress their development to follow the delivery of the CLIC.

The CLIC project maintains positive traction and is progressing in line with both the adopted program and budget.

2. RECOMMENDATION

(1) Council having considered Item 16.1 Project Update – Community Hub, Library & Innovation Centre receives and notes the progress update for the Community Hub, Library and Innovation Centre for the period 28 March 2018 until 24 April 2018.

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3. DISCUSSION & BACKGROUND

3.1 CLIC Architectural Design

Structural Design

The structural design of the building has been developed in accordance with the standard required for civic centre facilities of this size and nature. Known as IL2 (importance level 2), the structural design provides for a maximum occupancy of 300 people on each level of the building at any one time. The potential utilisation of each area within the building at normal and peak periods has been tested by the design team and by Council administration, which demonstrated that the maximum occupancy is adequate to cater for future anticipated demand.

Interior Design

The project team has been working through the interior design of the building, with particular focus on key community spaces (gallery, maker space and local history area) and the materials and finishes to be used throughout the building. Discussion on these elements, as a follow-on from recent Council Workshops is provided in a separate report to Council for decision.

An interior design element being pursued is the inclusion of a feature within the entry foyer flooring designed by an indigenous artist, who will be engaged to work with JPE and Council on its design and implementation.

Exterior Design

The project team has also been working to further refine and consolidate the details of the external façade screen and colour selection choices, in combination with constructability, ongoing maintenance considerations and consideration of pest management. The details are contained within the report to Council for decision.

Facility Management

Council administration is also undertaking initial investigations into how the facility could be managed in the future, and what potential changes to service delivery could be achieved (or are necessary) in comparison with the current operational model. This would form part of future discussions with Council throughout the building process of CLIC.

Site Boundary Encroachment

The building design process and surveying work undertaken has confirmed that the location of the existing rear (western) fence does not align with the true property boundary. Council administration will be pursuing the realignment of the fence so that this anomaly can be rectified.

3.2 CLIC Project Program and Milestones

A key milestone was reached during the reporting period, with the site established and demolition commenced by successful tenderers, Royal Park Salvage.

The application for the removal of the regulated tree from the north-eastern corner of the site was also progressed, with public notification undertaken and no objections received to the proposed removal. Approval was subsequently granted following independent review of the application by a planning consultant.

The current project program is summarised in the following table, which anticipates project completion by 16 August 2019 in line with Council's endorsed expectations, as well as aligning with the current lease of the Thomas Street Centre. It is recognised that staff have secured several additional months in the Thomas Street Centre as contingency should it be needed, but as per the project plan, this should not be required.

Milestone	**Date**
Concept Design endorsed by Council	**19 December 2017**
Community Groups Walk-through	10 March
Council Assessment Panel meeting/ decision	15 March (Special CAP)
Appointment of Demolition Contractor and Associated Trades	19 March
Transition Operations to Alternate Locations (Irish Harp, Thomas Street Centre and Walkerville)	Fri 23 March
Community Groups to Collect Items from Civic Centre	Sat-Sun 24-25 March
Site Establishment	Mon-Thur 26-29 March
Demolition	**4 April – 4 May**
Civil Excavation	8 May – 21 May
Bored Piers	22 May – 12 June
Concrete Foundations incl. Lift Pit	11-31 July
Precast Panels to Basement	1-7 August
Main Project Works	31 July 2018 - 16 August 2018

3.3 Demolition Progress

Royal Park Salvage has been progressing works on the demolition of the existing Civic Centre facility, which remains on target for completion by 4 May 2018 recognising the inclement weather during the reporting period which has been allowed for. In addition to the partial demolition of the Civic Centre and the necessary service disconnections, reconnections and diversions, recent works have included the removal of trees and landscaping beds from within the existing car parking area, with bitumen patching and line marking undertaken to establish additional parking spaces available for the community and local customers within the southern half of the public car park.

This is a key element of the traffic management plan (TMP), which provides for a vehicular thoroughfare across the rear of the site between Olive Street and Vine Street, whilst achieving separation between passenger vehicles and construction activities. A number of recent memo's to Elected Members have provided updates as this situation has developed on site.

See below for progress images of demolition -

Works on traffic management also saw the establishment of a B-type hoarding on Prospect Road (on Sunday 15 April 2018) to provide for improved pedestrian safety along the Prospect Road facade. The hoarding will remain in place until construction works are substantially completed.

See below images of B-Type Hoarding –

Updated signage promoting the CLIC (and distinguishing between the Council construction footprint and the adjacent development site) will be established on the plywood hoarding following signoff of the updated (100% Design Development) plans by Council. The signage will be installed within 2 weeks of Council's decision on the external colour of the building.

Investigations into the potential reuse of timber from the spotted gums from the front of the site have revealed an anticipated additional cost in the order of $3000-$5000. Whilst there are concerns that the timber is likely to split during the drying process and potentially be of limited use to an artist, advice from local artist John Hayward and the furniture design team of the Jam Factory confirms considerable difficulties to appropriately cut, plank sections, store undercover and cure the timber. Ensuring the story of where the tree ends up; as furniture, as artwork, or as mulch on our local parks is important and the project team will work to ensure the story is known and celebrated.

The next steps in the demolition process include the removal of the two spotted gums from the front of the site, and removal of the plane trees directly adjacent the Town Hall as per the approved demolition plan. This is an exciting step in the demolition process as it will reveal more of the Town Hall roof and façade, and pen up views through Vine Plaza. Paving will be reinstated to these areas for safety and amenity, while the temporary builder's fence will be relocated to allow for access/egress via the rear doors of the Town Hall. The trees to the southern side of Vine Plaza and the western edge of the area at the rear of the Town Hall will not be impacted by these works.

3.4 Communication and Engagement

Further to the report provided to Council's February 2018 meeting "Community Hub, Library & Innovation Centre (CLIC) Community Engagement Findings", the attached consultation report (refer **Attachments 1-4**) provides information on the outcomes of recent consultation activities, with all results and feedback provided to the design team as part of Design Development.

Overall, there was a great level of engagement and interaction over the course of the consultation period with a generally positive sentiment revealed through review of all inputs. Some common themes in a positive sense included: positive feedback on the design and the interaction with town hall, support for various spaces allocated for

different uses and a clear desire to want to 'fast forward' to the opening so community could start to use the facility.

Some negative feedback or trepidation included concerns regarding extent of landscaping, availability of car parking and a worry about not all groups and people feeling like it's a new home for them. All the feedback (both positive and negative) has been important for the deign team and great efforts have been made with various stakeholder groups to ensure spaces work for them (and for others) both now and into the future.

3.5 Reuse of Assets by Community Groups

The transition plan for temporary accommodation of Council services during CLIC construction included the requirement to identify surplus plant, building fixtures (small and large), equipment, furniture and other miscellaneous items to be made available to local community clubs, groups and associations. A process was also undertaken to recognise items which could be used throughout transition at the various office sites, and those which could be used in other Council buildings.

An extensive mail-out and follow-up email to all local groups was complimented with phone calls to some of our larger/more active groups to ensure that the opportunity to benefit from the availability of surplus items was known and understood.

The invitation received responses from 23 groups who indicated their keen interest to attend an Open House Inspection on Saturday, 10 March from 9am until 4:30pm, with some other times made available by staff.

Sixteen groups who attended the Open House Inspection indicated items that they were interested to obtain:

- Indian Association of SA
- Prospect District Cricket Club
- Prospect University of the 3rd Age
- Art & Place Research Group
- Enfield Baptist Church
- Aboriginal Community Connect - Uniting Communities
- STAR – Skills Teaching & Resources (disability)
- Broadview Uniting Church
- St Phillips Church
- Prospect RSL
- Prospect & Enfield Kindergym
- Prospect Local Environment Group
- Prospect Rotary Broadview Football Club
- Anglicare SA - Daphne Street Child Care
- Nailsworth Primary School

The Open House tours of the Civic Centre were a great opportunity to fully brief each group on the CLIC Project and to build excitement. Many of the Groups expressed their appreciation that the disposal of items process was made available and credited Council with this foresight.

Upon arrival, the wide scope and scale of the available items and assets was comprehensively described; from automatic opening doors, light fittings, air

conditioning plant, window blinds and carpet tiles all the way down to items of surplus stationery – "Everything that you can see is open to discussion".

The cost implications as well as the technical and physical ability of the Groups to obtain much of the building fixtures or plant meant that interest was focussed upon the smaller, portable, easily transported items which were in strong demand, examples as follows:

- Whiteboards
- Wall-mounted storage
- Display cabinets
- Stationery
- Clothes hooks
- Paper towel dispensers
- Chairs
- Lockers

The disconnection and pick-up by local groups occurred on Saturday, 24 March from 9am until 4:30pm with many expressions of goodwill and appreciation for the items and keen interest in the CLIC Project.

Other items that are being reused across the city include the Light Box Gallery which is being moved from the rear of the existing Civic Centre to the Prospect District Cricket Club building on Willcox Avenue. The majority of existing furniture, equipment and audio-visual items have been repurposed for Council's continued operations during transitional arrangements at the various office locations. Others have been provided to community groups and a detailed list of where items ended up amongst our community groups is provided in **Attachments 5-15.**

3.6 Financial Overview

3.6.1 Project Income

Sale of 132-134 Prospect Road

Negotiations on the sale of this site have concluded, with contracts now signed by the purchaser APD Projects (SA) P/L for the amount of $2.25 million (plus GST), subject to adjustment upon the final land division (based on agreed square metre rate). This contract execution lifts some of the confidentiality order in relation to the sale process, so the following information is provided for Council's information. The sale price exceeded forecast expectations for the sale of the site and it is a credit to the team at CBRE for achieving such a great result for the future of the Village Heart.

A deposit of $123,750 (payable now and to be held in trust until settlement) has been agreed, and the purchaser is also liable for one half of Council's costs in relation to demolition up to $110,000 (plus GST), as well as all tree removal costs for the spotted gums (including the demolition and removal of the front retaining wall).

Settlement is subject to planning approval being secured, however a date of no later than 15 April 2019 is also agreed, which aligns with original budget forecast for income timing. The Purchaser is also required to substantially commence building works within 12 months after Council occupation of its own development (so we should

expect works on the ground in the latter half of 2020) as confirmed in a Land Management Agreement being executed as part of the sale.

Sale of 218 Main North Road and 82 Johns Road

Draft contracts are under consideration by the preferred parties that reflect the terms and conditions as negotiated in the lead-up to Council's decision on preferred purchasers. A report will be provided to Council at the conclusion of the contract processes which will also lift some of the confidentiality orders around that sale process which was originally in place to protect the commercial nature of the offers put forward. Upon execution, the project team will work with the purchaser on relevant media information and imagery on what is to come for the future of that site.

The Director of Infrastructure & Environment is investigating three (3) alternate options for future depot operations. The costs and timing of such a change will be reported separately to Council in coming months so that this matter can be progressed, allowing the sale process for Main North Road to be finalised.

3.6.2 Project Expenditure

The project is on track from a financial perspective and is tracking well against the budget established by Council and endorsed at the 19 December 2017 Council meeting ($17.88m for construction and fitout including Professional Fees). The following high level detail is provided in relation to the allocated budget, commitment and expenditure to date.

CLIC Construction Project - Cost Reconciliation to Budget

As calculated at 16 April 2018

	Approved Budget	Committed	Expended to Date
Main Building Works	12,616,220	1,612,782	-
Town Hall Upgrade	1,333,780	-	-
Furniture & Equipment	700,000	-	-
AV / ICT Equipment	200,000	-	-
Building Information Modelling	200,000	165,000	-
Contingencies	1,350,000	-	-
Demolition (Part of 'Main Works' above)		240,073	
Total Construction Cost	**16,400,000**	2,017,855	-
Professional Services	1,480,000	1,348,108	534,777
TOTAL CAPITAL PROJECT COST (Resolution 237/17)	**17,880,000**	**3,365,963**	**534,777**

Project cost has been updated by RLB (refer **Attachments 16-18**) based on 75% Design Development plans, and confirms an anticipated construction cost of $16.4m, which is consistent with previous updates and estimates. This figure will subsequently be revised based on Council decisions on flooring, ceilings, lifts etc as part of 100% Design Development.

3.7 Risk Analysis and Mitigation

The management of potential risks is seen as a key driver to the success of the project, and remains at the forefront of the project teams' considerations. Council's Risk Management Officer has provided the following commentary on the identified risks and their management:

Scope & Context – CLIC PROJECT

The CLIC Project risk management and assessment process has been based on the following:

- Internal assessment across established risk categories – recorded in the CLIC Risk Register
- Consultation with internal and external stakeholders
- Information and recommendations provided by the independent Prudential Report
- Service Continuity – and methodologies required throughout the course of design, transition and construction phases of CLIC.

The creation of Council's risk assessment process provides data analysis within a unique set of criteria, including potential financial exposure should mitigation strategies not be implemented or fail, traffic light system to visualize current treatment options that mediate and minimise identified risks.

Traffic Light System & Total Financial Exposure - Bandwidth & Ranking

RED **Not yet achieved, treatment/mitigation process not realised/finalised, requires further analysis.** **May require independent / external expertise review**
AMBER **Process underway.** **Mitigation methodology realised & progressing.** **Further impacts may require assessment - currently being reasonably managed**
GREEN **Process agreed / Completed or reaching completion.** **Mitigation protocol fully implemented - no further assessment required.** **Closed (or imminent)**

POTENTIAL FINANCIAL IMPACT IF RISK REALISED (BANDWIDTH)	
$0 - $50k	**Insignificant**
$51k - $100k	**Minor**
$101k - $200k	**Moderate**
$201k - $500k	**Major**
> $501k	**Catastrophic**

Risk Assessment and Mitigation implementation

Risks have been categorised to relate to all components of this project's management, giving regard to individual project activities and/or processes. The CLIC Risk Register provides risk information based on a number of Project Milestones which are (and continue to be) critical to overall project design, construction and service continuity.

Risk exposure levels are rated so that any mitigation work is regulated, prioritised and analysed across all project milestones. Tables/data below reflects identified and relevant risks impacting current cycle and/or the relevant CLIC Project component,

including transitional arrangements – and the mitigation processes employed, outcomes that have been implemented or are being realised.

With regards to the Traffic Light (visual colour) System, an amber rank signifies risk mitigation processes have been established, are reasonable in nature and on track to being realised. Once the mitigation process is complete, the risk will revert to green and defined as mitigated and complete.

The CLIC Risk Register is provided at **Attachments 19-23** and includes all identified risks that may impact the various project milestones of the Project. These are subject to ongoing monitoring and only those risks most relevant to the current reporting period have been highlighted in the following analysis.

Service Continuity & Transition

Continued service provision requirement, across all sites of Council has been analysed, with focus on IT, communications and servicing protocols - resulting in minimal disruption across Council operations. Service Continuity provision is for all phases of the CLIC Project.

Risk Mitigation outcomes	Relates to Risk No on Risk Register	Traffic Light Rank
Transition processes have been employed to ensure little interruption to on-line and face to face services across the three sites - whilst relocation, demolition and future construction occurs. Transition sites now operating with minimal interruption to services. Transport arrangements (IT hardware/Furniture & equipment) undertaken with no real impacts/damage or insurable claims being made.	**4, 8, 10, 29, 30**	**Green**
WHS/Insurance (people and culture) and other regulatory requirements have been considered and implemented. Future operational requirements (eg Depot function) continue to be explored with Council, Executive and Project Groups undertaking analysis. Reputational risk is flagged with Council and project groups to provide transparency and open communication. WHS committee discussions to include Transitional site issues.	**18, 22**	**Amber**
Transitional Workplace Emergency & Business Continuity Planning protocols currently being updated to reflect revised locations (finalised June 2018)	**19**	**Amber**

Financial Management & Procurement

Risk identification and assessment is based on accounting standards and established Council Financial protocols. Detailed information is considered in the Financial Overview.

Risk Mitigation outcomes	Relates to Risk No on Risk Register	Traffic Light Rank
As with the defined Prudential Report recommendations, financial exposures have been identified and mitigation processes employed to manage issues such as project "creep" and any budget pressures. Council continues to utilise internal and external expertise to manage budgets relating to the project design and construction, transition and (current and future) servicing protocols. Include in LTFP. Independent (cost) analysis has provided further advice regarding impacts to short and long term financial targets of Council.	**2, 11, 5, 25 , 26**	**Amber**
Third party engagement provides Council with (expert based) advice to ensure best practice processes are considered and implemented.	**9, 33**	**Green**
Long Term Financial Planning (LGFP) continues to include elements of CLIC project requirements	**6, 16**	**Amber**

Design, Demolition and Construction

From concept to design and construction, CLIC Project milestones will be carefully analysed and impacts assessed.

Risk Mitigation outcomes	Relates to Risk No on Risk Register	Traffic Light Rank
Project Manager and Project Lead undertake regular and consistent reporting to PEG, ELT and Council on progress against project plan, project delivery and budget expenditure.	**1, 20**	**Amber**
CLIC's Internal Project Lead undertakes formal analysis of impacts and risks in consultation with independent parties, including design, project management and building (expert) contractors. Tenders and Contractual matters are communicated to Council, ELT and Project Groups, with the provision of design elements to staff, the community and key stakeholders.	**7, 17, 33**	**Green**
Essential design elements have been implemented to ensure the development provides the most practical and efficient (community) service in one central location. Compliance with regulatory functions relating to planning and development have been considered and implemented	**12, 13**	**Green**

4. CONCLUDING STATEMENTS

The project has maintained its positive traction and is progressing well towards 100% Design Development. The team continue to focus on ensuring the project is delivered on time and within budget (whilst at all times, minimising and managing risks).

ATTACHMENTS

Attachment 1-4: Community Engagement Findings

Attachment 5-15: Community Group Reuse of Civic Centre Items

Attachment 16-18: RLB's Updated Cost Estimate

Attachment 19-23: CLIC Project Risk Register

Communication and Engagement – Community Consultation Activities

The following report provides detail of the outcomes of recent consultation activities, with all results and feedback provided to the design team as part of Design Development.

Information Display within Foyer of Civic Centre

An information display for the project was maintained within the foyer of the Civic Centre until time of staff transition. The display of A0 sized plans, of design and layout details were complemented with an invitation for residents to use 'post-it notes' to provide a comment / feedback. These post-it notes commenced at the Tourrific Prospect 'Engagement Marquee', continued at the Town Hall drop-in 'Information Exchange' from 8 February were re-used within the Foyer display to prompt further input.

The strategy of continuing to show all of the post-it notes comments received from two other engagement processes was based on the view that it may be less threatening to add one's comments to the many, rather than to a blank or sparsely populated page. The foyer display was in-place from Friday 9 February until final closure of the Civic Centre on Friday 23 March.

Staff took regular photos of the display boards to capture all of the comments, with a final summary provided below:

- *Have you thought about installing a ticketing system for service?*
- *CLIC Building is a big cube – very masculine building ☹*
- *Should have invested extra $$ for car parking – double deck*
- *Cosmetic columns can go*
- *Where is the car parking space?*
- *Too far between GF café and Library / outdoor area*
- *'Wow' factor in Library and Kids area*
- *Hard to marry the two buildings next to each other – Town Hall and CLIC*
- *The façade is clever and sympathetic*
- *All show! Where is the innovative design?*
- *Looks great. Let's add some life with an outdoor plant wall*
- *Where is the wet/creative working area for the Gallery and creative use?*
- *Prospect road - Best place for it!*
- *Connects to Town Hall well*
- *Where is the kitchen for caterers? (Town Hall)*
- *Rear access entrance needed into the building – too far to walk from car park to Eastern entrance*
- *Let's make this whole building useful and cost efficient for a lot of local sporting clubs and groups*
- •
- *Why are you selling the land next door? Should not*
- *Hurry up, looking great*
- *Noise abatement? Air conditioning plant testing?*
- *Good use of the outdoor area*
- *It's that total sense of community – fantastic, well done*
- *Each community group will require their own storage area*
- *Parking? Impact on surrounding residents and traffic on road?*
- *Love it! Good job*

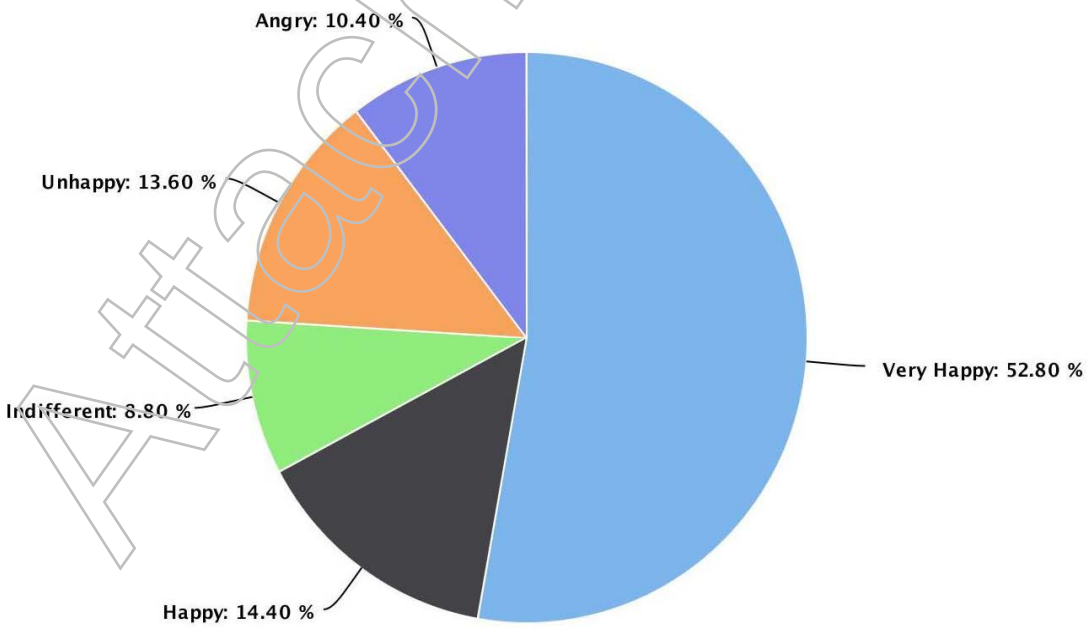
Attachment

- *I am so pleased that Council is getting rid of an old Tram Barn to give us a magic CLIC*
- *Excellent Design and Concept. Look forward to it*
- *Suggest – a Prayer Room, multi-faith*
- *Design looks 21st century and integrates well with the Town Hall*
- *I hope Council chooses a local builder*
- *No Café!*
- *Include a 24-hour unisex toilet in or adjacent to the building*
- *Be sure that you have capacity to expand staff area with growth of City*
- *I want to see it soon*
- *Roof top Bar/Garden*
- *Name Idea – CIVIC*
- *Access to water in the craft space*
- *Glass Wall (to Southern façade – level 1) No external fins on the Southern Wall*
- *Bring back the creative life of Prospect*
- *Love the presentation to Prospect Road ✓✓*
- *I see people smiling in the engagement tent. That's a good sign*

Engagement Hub Website – Quick Poll

A Quick Poll was established on the Engagement Hub website asking "How excited are you about the new Community Hub, Library and Innovation Centre scheduled to open September 2019?" with responses measured in emoji symbols.

At the time of reporting at Council's February meeting we had received 77 responses. Final closure of the poll revealed 125 responses with a summary of findings provided as follows:



Attachment

Engagement Hub Website – two surveys

Two Surveys were used as part of the overall engagement strategy for this 'Design Development' phase of the project, with results outlined below.

Survey 1: Using the New Facility

Q1. Finish this sentence "The new facility will be a great opportunity for me/my family/my community to get involved in…"

- Community Art Projects
- Waste of money
- Information and digital content resources
- Low cost affordable activities and programs, and services that reflect our needs i.e. JP service, Library, space to meet friends, adhoc but fresh projects that reflect community need
- Learning, art and community
- Everything. I love the idea of everything Council related being under the one roof in a new and well laid out facility

Q2. The new facility will provide a great opportunity to provide the following community activities…"

- Community art plus "makers" space
- Who is going to pay for it?
- Digital hub, clubs and meetings, networking, studying
- For children toy library, older persons, craft, book clubs, Local groups (local history group, digital literacy, homework clubs, study areas, borrowable resources i.e. laptops etc.
- Large scale kid's events (baby bounce performance for example)
- ESL classes

Q3. Finish this sentence – "The new facility will be great for the community because…"

- It will provide a place for community to be involved not just a place to visit.
- How much will our rates go up to pay for this
- It will be utilising up to date technology and communication resources
- It will be new, vibrant, updated civic building that will bring people together to support, socialise, educate and for residents to have access to staff regarding services
- It will provide much needed meeting spaces with after-hours access
- It opens the facility to the whole Council area, including a new growing community in and around Churchill Road that may have traditionally not had much interaction with Council

Q4. When the new facility is opened – What are you most looking forward to?

- A new art gallery that will be a real draw card for Prospect, Bring people from all over the City
- More community involvement for arts and crafts for all ages
- The project should be put to the vote at the next Council election
- Bright, fresh and modern facility with designated areas and more digital/computer resources for customers to utilise

Attachment

- A welcoming usable / functional community space
- One-stop shop
- The busy and vibrant feel, the clean lines of a new building, and just a new destination on Prospect Road where you can linger

Survey 2: Name the New Facility

"The 'working' name that we have been using is CLIC – an acronym drawn from Community Hub Library & Innovation Centre. What do you think would be a great name over the expected 40 years life of the new facility? Help Council to decide on the name".

- The CLIC
- Prospect Centre
- Not sure yet
- Civic128
- Prospect Central

Consultation summary

Overall, the team received a great level of engagement and interaction over the course of the consultation period with a general positive vibe able to be seen from a summary of all inputs. Some common themes in a positive sense included: positive feedback on the design and the interaction with town hall, support for various spaces allocated for different uses and a clear desire to want to 'fast forward' to the opening so community could start to use the facility.

Some common themes of negative feedback or trepidation included concerns regarding extent of landscaping, availability of car parking and a worry about not all groups and people feeling like it's a new home for them.

All the feedback (both positive and negative) has been important for the deign team and great efforts have been made with various stakeholder groups to ensure spaces work for them (and for others) both now and into the future.

Attachment

ITEM	Indian Association of SA	Aboriginal Community Connect	Enfield Baptist Church	St Phillips Church	RSL & University of the Third Age	Prospect Rotary	STAR - (Disability Group)	Anglicare	Art & Place Research Group	Broadview Uniting Church	Prospect Local Environment Group	Prospect District Cricket Club	Prospect & Enfield Kindergym	Nailsworth Primary School	Broadview Football Club	Walkerville - Transition	Thomas Street - Transition	Storage - Future use in CLIC
Foyer items																		
Large Glass Display Cabinet with Lights													*					
Heritage Items																	*	
Recent History Items																	*	
Long Metal Pinboard - Sturdy				*														
Smaller Glass Display Cabinet							*											
Brochure Display Rack on Wheels												*						
Brochure Display Rack for A4 and DLs	*																	
Grey Chair (comfortable)												*						
Grey Chair (comfortable)												*						
Grey Chair (comfortable)												*						
Grey Chair (comfortable)												*						
Smaller Round Table					*													
Larger Round Table							*											
Eye Wash Station														*			*	
Blue Chair with wheels			*															
Blue Chair (comfortable)							*											
Blue Chair (comfortable)							*											
Blue Chair (comfortable)							*											
Small Persplex Brochure Holder									*									
JP Office items																		
Large Brown Table	*																	

Attachment

ITEM	Indian Association of SA	Aboriginal Community Connect	Enfield Baptist Church	St Phillips Church	RSL & University of the Third Age	Prospect Rotary	STAR - (Disability Group)	Anglicare	Art & Place Research Group	Broadview Uniting Church	Prospect Local Environment Group	Prospect District Cricket Club	Prospect & Enfield Kindergym	Nailsworth Primary School	Broadview Football Club	Walkerville - Transition	Thomas Street - Transition	Storage - Future use in CLIC
Large Brown Return (cupboard)	*																	
Planning Foyer items																		
Small Red Chair										*					*			
Small Red Chair										*					*			
Small White Table										*					*			
Small Brochure Rack												*						
Planning Office items																		
Brochure Rack (pigeon holes)								*										
Grey Locker										*					*			
Medium Whiteboard										*					*			
EA office items																		
Medium Whiteboard										*					*			
Cork Pinboard																		
Large Whiteboard											*					*		
Medium Whitebord											*					*		
Ginny Office items																		
EA Desk - medium grey			*															
Nathan Office items																		
Clothes Hooks		*																
Economic Development items																		
Cork Pinboard						*												
Medium Whiteboard						*												

Attachment

ITEM	Indian Association of SA	Aboriginal Community Connect	Enfield Baptist Church	St Phillips Church	RSL & University of the Third Age	Prospect Rotary	STAR - (Disability Group)	Anglicare	Art & Place Research Group	Broadview Uniting Church	Prospect Local Environment Group	Prospect District Cricket Club	Prospect & Enfield Kindergym	Nailsworth Primary School	Broadview Football Club	Walkerville - Transition	Thomas Street - Transition	Storage - Future use in CLIC
Assets & Infrastructure items																		
Simon Cork Pinboard																		
Simon Medium Whiteboard																		
Dimi - Medium Whiteboard						*												
White Wall-mounted shelf - section				*														
White Wall-mounted shelf - section					*													
White Wall-mounted shelf - section					*													
White Wall-mounted shelf - section														*			*	
White Wall-mounted shelf - section														*			*	
White Wall-mounted shelf - section						*												
White Wall-mounted shelf - section						*												
White Wall-mounted shelf - section							*											
White Wall-mounted shelf - section							*											
Men's Staff Toilet items																		
Clothes Rack							*											
Paper Towel Dispensor						*												
Men's Toilet Sign																		
Women's Staff Toilet items																		
Clothes Rack							*											
Metal Lockable Cupboard		*																
Metal Lockable Cupboard		*																
Paper Towel Dispensor						*												

Attachment

ITEM	Indian Association of SA	Aboriginal Community Connect	Enfield Baptist Church	St Phillips Church	RSL & University of the Third Age	Prospect Rotary	STAR - (Disability Group)	Anglicare	Art & Place Research Group	Broadview Uniting Church	Prospect Local Environment Group	Prospect District Cricket Club	Prospect & Enfield Kindergym	Nailsworth Primary School	Broadview Football Club	Walkerville - Transition	Thomas Street - Transition	Storage - Future use in CLIC
Toilet Door - Occupied Indicator							*											
Toilet Door - Occupied Indicator							*											
Women's Toilet Sign								*										
Staff Shower Room items																		
Clothes Hook		*																
Multi Toilet Sign								*										
Paper Towel Dispensor		*																
Info. Management items																		
Ring Binders		*		*					*			*						
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														
Tan Wall-mounted Shelf section				*														

Attachment

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Tan Wall-mounted Shelf section			*															
Staff Lunch Room items																		
Clock		*																
Overhead Cupboards						*												
Blue Outdoor Chair							*											
Blue Outdoor Chair							*											
Blue Outdoor Chair							*											
Blue/Black Outdoor chair - Bench							*											
Black Outdoor Chair		*																
Black Outdoor Chair		*																
Black Outdoor Chair (string)		*																
Wooden Outdoor table from Balcony				*														
Pot Plants - Verandah		*																
Tan Square Table			*															
Tan Square Table			*															
Tan Square Table																		
Tan Square Table																		
Tan Square Table																		
TV	*																	
Coat Stand		*																
Small Whiteboard											*					*		

Attachment

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Tan Round Table																		
Worn Office Chair							*											
WHS Office items																		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
White Wall-mounted shelf											*					*		
Tan Wall-mounted shelf						*												
Tan Wall-mounted shelf						*												
Tan Wall-mounted shelf																		
Tan Wall-mounted shelf																		
Tan Wall-mounted shelf																		
Tan Wall-mounted shelf																		
Filing Cabinet	*																	
Black Stick-on Pinboard				*			*											
Black Stick-on Pinboard				*			*											

Attachment

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Black Stick-on Pinboard							*											
Black Stick-on Pinboard							*											
Communications Office items																		
Grey Wall-mounted Shelf - on floor										*					*			
Events Office items																		
Two-Draw filing Cabinet														*			*	
CHSP Office items																		
Key Safe		*																
Key Safe		*																
Key Safe		*																
Key Safe		*																
Cork Pinboard					*													
Brochure Racks with wall mount		*																
Portable Clothes Rack		*																
Giant Post-it Note Pad												*						
Corridor items																		
Cupboard next to Photocopier											*						*	
Bin Cupboard next to Photocopier											*						*	
Convex Corner Mirror								*										
Foam Core Images - Corridor								*										

Attachment

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Mayor's Kitchen items																		
Dish Washer											*					*		
Chopping Board	*																	
Chopping Board		*																
Chopping Board											*					*		
Platters	*																	
Platters	*																	
Zip Water Heater	*																	
Range Hood														*			*	
Wine Glasses								*										
Wine Glasses									*									
Wine Glasses														*			*	
Wine Glasses														*			*	
Under Cabinet Water Heater																		
Community Hall items																		
Notice /Display Board													*					
Trestle table												*						
Trestle table												*						
Bowling Mats and Roller	*																	
Bowling Bowls and Misc.	*																	
Small First Aid Kit												*						
Claraville Disability Toilet items																		

Attachment

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Paper Towel Dispensor							*											
Hand Basin							*											
Mirror							*											
Toilet Cistern							*											
Baby Change Table														*			*	
Basement items																		
Small Safe							*											
Stationery Cupboard items																		
Magazine Racks		*						*										
Ping Pong Balls & Bat												*						
Hole Punch		*																
Green Vase				*														
3-tiered brochure holder					*													
Trays		*								*					*			
Comm Development Office items																		
Grey Locker										*					*			
Grey Locker										*		*			*			
Whiteboard											*					*		
Corkboard											*					*		
Silver Paper Tray Holder		*		*				*										
Finance Office items																		

Attachment

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Grey Locker					*						*					*		
Cork Pinboard								*										
Cork Pinboard								*										
Grey Desk - Tall Divider												*						
Town Hall items																		
Trestle tables																	*	
Claraville Room items																		
Coloured Chair														*			*	
Coloured Chair														*			*	
Coloured Chair													*					
Coloured Chair													*					
Coloured Chair													*					
Items being used during Transition																		
Pinboards															*	*		
Whiteboards															*	*		
Testle Tables															*	*		
Desks															*	*		
Partitions															*	*		
Chairs															*	*		
Tables															*	*		
Misc. Office Equip.															*	*		

Attachment

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Bookshelves															*	*		
Cupboards															*	*		

Attachment

Prospect CLIC
Elemental Estimate Update - April 2018

Location Summary

GFA: Gross Floor Area
Rates Current At April 2018

Location			GFA m²	Cost/m²	Total Cost
MW	**MAIN BUILDING WORKS**				
DE	Demolition & Site Preparation				104,057
SI	Site Infrastructure				260,517
BW	New Building Works		3,613	3,184	11,502,301
EX	External Works & Carparking				222,090
		MW - MAIN BUILDING WORKS	***3,613***	***$3,346***	***$12,088,965***
TH	**TOWN HALL UPGRADE**				
TF	Refurbishment Works		598	1,545	924,014
FS	Fire Sprinklers				150,851
PC	Facade Upgrade				103,999
AR	Access Ramps				15,600
		TH - TOWN HALL UPGRADE	***598***	***$1,997***	***$1,194,464***
DC	**DESIGN DEVELOPMENT CONTINGENCY**				**400,000**
ES	**ESCALATION**				**Incl.**
MC	**MANAGING CONTRACTOR**				**1,097,758**
ST	**STATUTORY CHARGES**				**75,000**
FE	**FURNITURE & EQUIPMENT**				**700,000**
AV	**AV / ICT EQUIPMENT**				**200,000**
CC	**CONSTRUCTION CONTINGENCY**				**650,000**
PF	**PROFESSIONAL FEES EXCLUDED**				**Excl.**
DRR	**DECANTING, RELOCATIONS & OTHER COSTS**				**Excl.**
		ESTIMATED NET COST	**4,211**	**$3,896**	**$16,406,187**
MARGINS & ADJUSTMENTS					
No allowance for GST - Excluded					Excl.
		ESTIMATED TOTAL COST	**4,211**	**$3,896**	**$16,406,187**

Attachment

Prospect CLIC

Estimate Update Update - April 2018

Elements Summary

Gross Floor Area: 4,211 m²
Rates Current At April 2018

Description		%	Cost/m²	Total Cost
AR	Alterations and Renovations	1.4%	$56	$235,905
SB	Substructure	4.7%	$183	$772,380
CL	Columns	1.9%	$74	$311,624
UF	Upper Floors	9.4%	$367	$1,543,925
SC	Staircases	2.1%	$82	$344,250
RF	Roof	2.4%	$94	$395,311
EW	External Walls	5.0%	$195	$821,265
WW	Windows	5.0%	$195	$819,760
ED	External Doors	0.5%	$18	$73,950
NW	Internal Walls	4.1%	$161	$676,405
NS	Internal Screens and Borrowed Lights	1.2%	$45	$188,800
ND	Internal Doors	1.4%	$56	$234,250
WF	Wall Finishes	1.2%	$47	$198,607
FF	Floor Finishes	4.5%	$176	$740,060
CF	Ceiling Finishes	3.8%	$149	$627,203
FT	Fitments	2.3%	$90	$377,090
SE	Special Equipment	0.2%	$6	$25,000
PD	Sanitary Plumbing	1.8%	$72	$302,000
GS	Gas Service			Incl.
VE	Ventilation	0.2%	$7	$30,000
AC	Air Conditioning	7.2%	$280	$1,177,000
FP	Fire Protection	2.3%	$89	$372,850
LP	Electric Light and Power	5.6%	$219	$923,000
TS	Transportation Systems	1.6%	$63	$265,000
XP	Site Preparation	1.2%	$47	$198,480
XR	Roads, Footpaths and Paved Areas	1.5%	$59	$250,100
XN	Boundary Walls, Fencing and Gates			Excl.
XB	Outbuildings and Covered Ways	1.4%	$54	$225,871
XL	Landscaping and Improvements	0.4%	$16	$68,500
XK	External Stormwater Drainage	0.3%	$12	$50,000
XD	External Sewer Drainage	0.1%	$2	$10,000
XW	External Water Supply	0.0%	$2	$7,500
XG	External Gas			$0
XF	External Fire Protection	0.6%	$24	$100,000
XE	External Electric Light and Power	0.8%	$32	$135,000
XC	External Communications	0.2%	$6	$25,000
XS	External Special Services	0.3%	$11	$48,000
BW	Builders Work in Connection With Specialist Services	0.9%	$35	$148,562
YY	Special Provisions			Excl.
PR	Trade Preliminaries	3.4%	$133	$560,781
MC	Managing Contractor Fee	6.7%	$261	$1,097,758

Attachment

Prospect CLIC

Estimate Update Update - April 2018

Elements Summary

Gross Floor Area: 4,211 m²
Rates Current At April 2018

Description			%	Cost/m²	Total Cost
FE	Furniture, Fittings & Equipment		4.3%	$166	$700,000
AV	AV Allowance		1.2%	$47	$200,000
CT	Contingency		6.4%	$249	$1,050,000
ES	Escalation				Incl.
PF	Professional Fees				Excl.
ST	Statutory Charges		0.5%	$18	$75,000
GT	Goods & Services Taxation				Excl.
		ESTIMATED TOTAL COST		$3,896	$16,406,187

Attachment

RISK ASSESSMENT

Establishing the Context

Risk Assessment relating to: *(Name event/project/issue being assessed)*	**Community Hub, Library, Innovation Centre (CLIC) Project**
Risk Assessment Group: *(Name staff/stakeholders involved in risk assessment process)*	
Risk Assessment date: *(Date that the assessment occurred)*	**Nov-17**
Department (Responsible Directorate/s):	**Council / Office of the CEO / Directorates / Project Teams**
Responsible Person:	**Chris Newby (Project Lead)**
Strategic Alignment	**Strategic Plan 2020 - *People, Place, Prosperity - Great Prospects* - Identifies a range of priorities that are drivers for the development of the CLIC Facility.**
Context: *(A statement that considers: background, stakeholders, assumptions: "To identify and assess the overall risk(s) of the function/process/project being implemented/not implemented/completed/not completed)."*	***City of Prospect is embarking on one of its most ambitious construction projects to develop a state of the art Community Hub, Library and Innovation Centre (CLIC) servicing the needs of the entire Community, at one location in the heart of Prospect. There are many aspects to this significant project which require careful analysis and evaluation from project design & transition to construction & activation - whilst continuing to meet the needs of the Community.***

TRAFFIC LIGHT SYSTEM

Process agreed / Completed or reaching completion. Mitigation protocol fully implemented - no further assessment required. Closure imminent.
Process underway. Mitigation methodology realised & underway. Further impacts may require assessment, currently being managed.
Not yet achieved, treatment/mitigation process not realised/finalised, requires further analysis. May require independent / external expertise.

POTENTIAL FINANCIAL IMPACT IF RISK REALISED (BANDWIDTH)	
$0 - $50k	Insignificant
$51k - $100k	Minor
$101k - $200k	Moderate
$201k - $500k	Major
> $501k	Catastrophic

Likelihood	Consequence 1	2	3	4	5
Almost Certain E	MODERATE	HIGH	HIGH	EXTREME	EXTREME
Likely D	LOW	MODERATE	HIGH	EXTREME	EXTREME
Possible C	LOW	LOW	MODERATE	HIGH	EXTREME
Unlikely B	LOW	LOW	LOW	HIGH	EXTREME
Rare A	LOW	LOW	LOW	MODERATE	HIGH

Attachment

Risk Assessment Process

No	PROJECT COMPONENT (Which component of the program does the risk relate to?)	PROJECT ACTIVITY / PROCESS (What activity does the risk relate to?)	RISK DESCRIPTION *(Describe the risk that may occur and the most likely impact of that risk. E.g."There is a risk that…, which may result in….")*	RISK CATEGORY *(Select from drop-down)*	EXISTING CONTROLS: *(What controls in place to reduce either the likelihood or consequences of risk happening? E.g. a procedure, policy)*	Likelihood *(Refer Risk Assessment Criteria)*	Consequence *(Refer to Risk Assessment Criteria)*	Initial Risk Rating	Potential Financial Impact if Risk Realised	REVISED / FURTHER CONTROLS TO BE APPLIED: *(What further controls to be applied to ensure that the activity/process is reasonably managed)*	Traffic Light	Revised Likelihood (with further control applied)	Revised Consequence (with further control applied)	Revised Risk Rating
1	Design and Construction	Design	There is a risk that a lack of clear definition of the Project Scope and Milestones could result in project creep (in time, cost or quality)	Services / Project	Resolutions of Council determining site, scale and budget allocation are reflected in project briefs released to tender	Unlikely	Major	**High**	**$101k - $200k**	Regular reporting occurs to PEG and Council on progress against project plan, project delivery and budget expenditure		Rare	Major	**Moderate**
2	Financial Management	Project Funding	There is a risk that cost projections for the construction of the building are inaccurate, resulting in a negative impact on the long term financial plan	Financial / Infrastructure	Cost projections are subject to ongoing independent review by Rider Levett Bucknall prior to consideration by Council, to ensure that concepts are tested against current market rates for construction, although it is acknowledged that actual costs are unknown until tender submissions are received. Aquenta have independently reviewed RLB's work and confirmed its accuracy	Possible	Moderate	**High**	**$201k - $500k**	No further action required. Continue with existing control method.		Possible	Moderate	**High**
3	Service Continuity	Strategic Alignment	There is a risk that Council will not be able to secure a site for future depot operations (both transitional and permanent) within the time required to finalise the sale of the Johns Road depot	Services / Project Scope	Preliminary discussions with Adelaide City Council on potential lease of London Road Mile End depot were positive, while alternative (privately owned) sites have also been identified as affordable options. Council retains control over the timing of transfer of the Depot site to a preferred bidder	Unlikely	Major	**High**	**$0 - $50k**	Potential for sale negotiations to include time for depot operations to continue from Johns Road, while ELT and DI&E determine preferred permanent relocation and service delivery option.		Unlikely	Major	**High**
4	Service Continuity	Design	There is a risk that IT-based services (such as Council's telephone/web system) are interrupted or unavailable during the transition period, resulting in a reduction in service levels	Services / Project	Council's service providers Vintek have been engaged to advise on what is required to ensure service continuity and to implement solutions	Possible	Major	**High**	**$0 - $50k**	Technical specifications have been developed and delivery timeframe is in line with project delivery requirements. Shutdown of Civic Centre and Library would be limited to one day to implement IT solution for transition		Unlikely	Moderate	**Moderate**
5	Design and Construction	Procurement	There is a risk that procurement protocols and contract documentation do not meet general and future requirements	Financial / Infrastructure	Tender processes and contracts are developed in accordance with Council's procurement policy and procedures, with input from internal and external advisers with relevant project expertise	Possible	Major	**High**	**$101k - $200k**	Independent legal advice obtained prior to entering into high value or potentially high risk contracts		Unlikely	Moderate	**Moderate**
6	Financial Management	Strategic Alignment	Projected annual savings (of $330,000 as per SGS Economics' report) following consolidation of services at one site not realised, therefore resulting in impact to LTFP	Financial / Infrastructure	Initial review of ICT requirements suggests savings of approximately $40,000p.a. Additional reviews to be undertaken on other recurrent and operational costs	Possible	Major	**High**	**$201k - $500k**	Service delivery model review to be undertaken to determine and quantify additional resource and cost savings		Possible	Major	**High**
7	Design and Construction	Consultation	There is a risk that an inappropriate or inadequate Community and Stakeholder consultation process is undertaken, resulting in a lack of engagement and understanding as well as potential community outrage	Reputation / Political	Community engagement plan has been adopted and is being delivered, with Community Reference Group highly engaged in project delivery and broader community informed of project outcomes	Unlikely	Moderate	**Low**	**$0 - $50k**	Regular reporting to PEG and Council on community engagement activities against the plan		Rare	Moderate	**Moderate**
8	Service Continuity	Design	There is a risk that services are not able to be provided from within the Prospect Council area (or on Prospect Road) during the construction period, resulting in inconvenience and negative community/staff sentiment	Reputation / Political	Transitional investigations were predicated on a desire for Council facilities to be prioritised. Council has endorsed Town Hall as accommodation.	Unlikely	Minor	**Low**	**$0 - $50k**	The refurbishment of the Town Hall will require a second transition from this site, requiring additional planning (which has commenced)		Unlikely	Minor	**Low**
9	Financial Management	Financial Expenditure	There is a risk that the future depot operations (following disposal of the Johns Road Depot) including leasing costs and increased downtime will cost more than the rateable income associated with the redeveloped Johns Road depot site	Services / Project Scope	BRM Holdich undertook an indepdennet analysis of the projected market rate for long term lease of suitable depot accommodation, with the lease figure ($38,350p.a.) being less than the anticipated figure for future rate income (approx. $48,000 p.a. - based on 42 minimum rates of $1160 - depending on scheme)	Unlikely	Minor	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Minor	**Low**
10	Service Continuity	Design	There is a risk that the relocation of services during the transition period will result in an unacceptable reduction in service levels	Services / Project	Transitional arrangements are premised on minimising potential reduction in service delivery. Options have been evaluated with staff and potential issues addressed.	Unlikely	Minor	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Minor	**Low**

Attachment

Risk Assessment Process

No	PROJECT COMPONENT (Which component of the program does the risk relate to?)	PROJECT ACTIVITY / PROCESS (What activity does the risk relate to?)	RISK DESCRIPTION *(Describe the risk that may occur and the most likely impact of that risk. E.g."There is a risk that…, which may result in….")*	RISK CATEGORY *(Select from drop-down)*	EXISTING CONTROLS: *(What controls in place to reduce either the likelihood or consequences of risk happening? E.g. a procedure, policy)*	Likelihood *(Refer Risk Assessment Criteria)*	Consequence *(Refer to Risk Assessment Criteria)*	Initial Risk Rating	Potential Financial Impact if Risk Realised	REVISED / FURTHER CONTROLS TO BE APPLIED: *(What further controls to be applied to ensure that the activity/process is reasonably managed)*	Traffic Light	Revised Likelihood (with further control applied)	Revised Consequence (with further control applied)	Revised Risk Rating
11	Service Continuity	Financial Expenditure	There is a risk that the cost associated with transition arrangements will exceed that previously anticipated	Financial / Infrastructure	Quotes on IT and relocation costs have been finalised and revealed that Council's endorsed budget for transitional arrangements (totalling $385k) would likely be exceeded	Almost Certain	Moderate	**Moderate**	**$101k - $200k**	No additional controls required at this stage		Almost Certain	Moderate	**Moderate**
12	Design and Construction	Governance	There is a risk that the program for delivery does not give sufficient regard to ongoing legislative requirements	Regulatory / Policy / Strategy	Legal advice is sought to support decisions at key milestones in the program.	Unlikely	Moderate	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Moderate	**Low**
13	Design and Construction	Strategic Alignment	There is a risk that the new facility will not be suitable for the delivery of programs, services and functions as described in key documents such as the Strategic Plan to 2020, resulting in an inability to efficiently achieve Council's long term objectives	Regulatory / Policy / Strategy	The included components of the CLIC facility are based on the Libraries Alive report as endorsed by Council and reviewed by SGS Economics and Planning, although floor areas have been reduced to satisfy budget restrictions.	Unlikely	Moderate	**Low**	**$0 - $50k**	Ongoing consultation with Community Reference Group and relevant staff required to ensure smaller spaces are suitable for intended uses		Unlikely	Moderate	**Low**
14	Design and Construction	Design	There is a risk that the building area is not adequate for staff accommodation as well as the desired scope of community facilities, resulting in staff and community dissatisfaction	Services / Project Scope	The building areas are being tested by staff and the community reference group throughout the iterative design process, to ensure they remain suitable (while reduced in total area from easier recommendations)	Unlikely	Moderate	**Low**	**$101k - $200k**	Ongoing consultation with Community Reference Group and relevant staff required to ensure smaller spaces are suitable for intended uses		Unlikely	Moderate	**Low**
15	Design and Construction	Design	There is a risk that there will be discrepancies between briefed areas of the building and those designed / costed over the course of the project, leading to unanticipated budget over-runs	Services / Project Scope	Figures are periodically checked with staff, the design team and the quantity surveyors. There is a degree of overlap between internal areas, which would account for variances between gross and net floor areas.	Unlikely	Minor	**Low**	**$0 - $50k**	Ongoing consultation with Community Reference Group and relevant staff required to ensure smaller spaces are suitable for intended uses		Unlikely	Minor	**Low**
16	Financial Management	Project Funding	There is a risk that revenue targets will not be achieved, particularly in the event that the Tram Barn is retained in Council ownership, resulting in increased borrowings being required to fund the project	Financial / Infrastructure	The release of the sites for sale has been staged to allow for complete understanding of impact on revenue targets. Prospect Road has exceeded the funding target, as has Main North Road.	Unlikely	Minor	**Low**	**$101k - $200k**	Report to Audit Committee and Council to include impact on LTFP of sale outcomes		Unlikely	Minor	**Low**
17	Reporting	Governance	There is a risk that there is inadequate oversight of the project, resulting in unanticipated issues and poor decision-making	Services / Project	Monthly reporting to PEG and Council on project status	Unlikely	Minor	**Low**	**$0 - $50k**	Continue monthly reporting with additional detail to be provided in relation to risk mitigation and budget expenditure		Unlikely	Minor	**Low**
18	Design and Construction	Design	There is a risk that the design of the new facility does not meet current WHS standards, resulting in risks to staff and community safety	People	WHS expectations are included in architect brief	Unlikely	Minor	**Low**	**$0 - $50k**	Council's WHS Committee and Risk Officer to review layouts at 75% design completion and input into final design		Unlikely	Minor	**Low**
19	Service Continuity	Governance	There is a risk that business continuity processes have not been established for transition phase	Services / Project	All ELT and Management Team members have been advised of transitional arrangements and are expected to update their processes to suit. Overarching BCP has been developed and now looking to align with transitional arrangements (occurring March 2018)	Unlikely	Minor	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Minor	**Low**
20	Reporting	Governance	There is a risk that consultants engaged to undertake work on the delivery of the project components do not achieve the required outcomes	Services / Project	Regular reporting by Project Lead to PEG	Unlikely	Moderate	**Low**	**$0 - $50k**	Key consultant engagements are monitored by the Project Lead and Director Community and Planning following endorsement by CEO / Project Executive Group		Unlikely	Moderate	**Low**
21	Design and Construction	Design	There is a risk that the design for the new facility does not meet planning policy, resulting in delays in achieving development approval (or negative community sentiment if approved)	Regulatory / Policy / Strategy	Architect brief included details of relevant planning policy. Office for Design and Architecture SA providing independent advice on proposal's design quality. Independent planning consultants engaged to prepare (MasterPlan) and assess (Phil Brunning) the application	Unlikely	Moderate	**Low**	**$51k - $100k**	Early engagement with ODASA, Council's planning staff and the Council Assessment Panel has occurred		Unlikely	Moderate	**Low**
22	Service Continuity	Procurement	There is a risk that the premises secured for the ongoing delivery of Council services during the transition period are inadequate, resulting in an unacceptable reduction in service levels	Regulatory / Policy / Strategy	Draft internal layouts circulated to managers for feedback and discussed with all staff prior to finalising.	Unlikely	Moderate	**Low**	**$0 - $50k**	Feedback informed revisions to the internal layouts. No further action required		Unlikely	Moderate	**Low**

Attachment

Risk Assessment Process

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23	Financial Management	Financial Expenditure	There is a risk that the new facility could result in an increase in running costs compared with the current facilities, resulting in a negative impact on the long term financial plan	Financial / Infrastructure	The design of the building will aim to achieve maximum efficiencies. Lucid Consulting have been engaged to advise on ESD opportunities and are working as part of the design team.	Unlikely	Minor	**Low**	**$0 - $50k**	The use of a Building Management System in the new facility		Unlikely	Minor	**Low**
24	Service Continuity	Consultation	There is a risk that customers may be unhappy with reduced services, collections and programming during transition (including Digital Hub)	Reputation / Political	Transitional arrangements premised on a desire that there be no reduction in service levels. Key groups have been consulted on the changes.	Possible	Minor	**Low**	**$0 - $50k**	Targeted community consultation required to ensure key groups remain engaged.		Unlikely	Minor	**Low**
25	Design and Construction	Design	Risk that built scope is varied resulting increased capital cost	Financial / Infrastructure	Project Scope. Final Buidling design has been endorsed by Full Council & size will not vary.	Possible	Moderate	**Low**	**$101k - $200k**	Identified opportunties to increase scope are reported to PEG to determine viability prior to presenting to Council.		Possible	Moderate	**Low**
26	Design and Construction	Project Funding	Project cost creep may result in cost blowout for professional fees	Financial / Infrastructure	Project Management Brief. Agreements are time bounded and based on endorsed financial budget.	Possible	Minor	**Low**	**$101k - $200k**	Inclusion of design development contingency in budget will accommodate planned increases (such as for the use of BIM)		Unlikely	Minor	**Low**
27	Service Continuity	Design	There is a risk that some items could get damaged in the move to new library	Services / Project Scope	To be addressed at time of relocation with specific instructions from the Library Manager concerning delicate or valuable items	Unlikely	Minor	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Minor	**Low**
28	Service Continuity	Financial Expenditure	There is a risk that the collection may not be large enough to meet demand in new library	Services / Project Scope	The One Card system provides access to items not currently available within the collections, and this would not change. The layout of the building provides opportunity for future expansion of collection area into foyer space.	Unlikely	Minor	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Minor	**Low**
29	Service Continuity	Design	There is a risk that CHSP services/programs for older residents will be disrupted or reduced during the transition period, which would result in service targets not being met and require the return of grant funding provided to Council by Federal and State governments	Services / Project Scope	CHSP programs are able to be delivered through either Council-owned or private premises, with the CHSP team encouraged to consider all available options. The Town Hall will remain available for their activities	Unlikely	Moderate	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Moderate	**Low**
30	Service Continuity	Design	There is a risk that Justice of the Peace activities will be disrupted during the transition period due to the volunteer basis of this program and potential scarcity of space available for 'front of house' and/or customer service staff.	Services / Project Scope	JP services will continue to operate from the Thomas Street Centre and alternatives (such as Kate Ellis' office) are being explored to cope with any additional demand	Unlikely	Minor	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Minor	**Low**
31	Stakeholder Engagement	Consultation	There is a risk that the findings from community engagement processes are not understood or reflected within the final design and layout of the facility, resulting in significant community dissatisfaction	Reputation / Political	A co-design approach to the design is being delivered with input from the Community Reference Group ensuring representatives from key groups are able to liaise directly with the architects and project teams	Unlikely	Moderate	**Low**	**$0 - $50k**	Detailed feedback loop demonstrating how comments and suggestions have been used by the architects will accompany final plans		Unlikely	Moderate	**Low**
32	Service Continuity	Governance	There is a risk that key project resources leave the project, or are absent during critical periods of the project, resulting in delays in project delivery and reporting	People	Project plan is regularly updated with key staff advised of when leave is able to be taken. The project team size is such that short term individual absences have not slowed progress	Possible	Minor	**Low**	**$0 - $50k**	• Resource project with dedicated resources • Establish leave schedules for SMEs in advance • Knowledge transfer occurs continuously during project • Operational procedures are documented		Unlikely	Minor	**Low**
33	Stakeholder Engagement	Consultation	There is a risk that failure to appropriately consult with staff results in reduced staff morale and impact on culture	People	Staff consultation is ongoing to ensure all are informed of decisions that affect them, including for transition (via Management Team) and the design of the new building (via all staff meetings and a Staff Reference Group)	Unlikely	Minor	**Low**	**$0 - $50k**	• Manage stakeholder engagement, communications and change		Unlikely	Minor	**Low**
34	Service Continuity	Project Funding	There is a risk that internal resources are allocated project responsibilities without a corresponding reduction in their commitments elsewhere, resulting in a reduction in service levels	People	Dedicated internal resource appointed and external resources engaged to deliver design and construction	Possible	Minor	**Low**	**$0 - $50k**	• When COP resources will be used, ensure they are available and dedicated to complete tasks and there is sufficient backup to maintain operations • Avoid using key operational resources		Unlikely	Minor	**Low**
35	Service Continuity	Governance	Insurance arrangements for overall CLIC project are not considered and appropriately implemented	Financial / Infrastructure	Council membership to various Self Insured Schemes. Coverage discussions for move/transition & future assets has taken place. Costs being assessed	Unlikely	Moderate	**Low**	**$0 - $50k**	No additional controls required at this stage		Unlikely	Moderate	**Low**
36	Service Continuity	Design	Inadequate security and space at transition sites for staff, files and records results in increase in costs and reduction in service delivery	Regulatory / Policy / Strategy	Exemption certification obtained to store permanent records in temporary storage	Unlikely	Moderate	**Low**	**$0 - $50k**	• Assess security requirements when decision on site/s are reached and provide adequate lead time to implement a solution.		Unlikely	Moderate	**Low**

Attachment

Risk Assessment Process

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37	Financial Management	Project Funding	There is a risk that the commercial component of the new building will not be leased in time or achieve the desired revenue target, resulting in increased borrowings and rates impact	Financial / Infrastructure	Knight Frank have provided independent advice confirming the anticipated ease of leasing two commercial tenancies of approximately 200sq.m each, which has informed LTFP assumptions	Possible	Moderate	**Moderate**	**$101k - $200k**	No additional controls required at this stage. Further review (and possible intervention) to occur during construction period to ensure tenancy agreements are in place		Possible	Moderate	**Moderate**
38	Design and Construction	Design	There is a risk that the election of a new Council (including caretaker period) could change the direction or scope of the project, resulting in delays in the delivery of the new facility	Reputation / Political	Project managers engaged to drive the delivery of design and construction (via a managing contractor model for fast-tracked procurement), with regular reporting to PEG on progress	Unlikely	Moderate	**Low**	**$0 - $50k**	No additional controls required at this stage. The project delivery schedule demonstrates the project to be substantially commenced prior to the caretaker period, ensuring a high level of confidence that the project would not be affected by the election		Rare	Moderate	**Low**
38	Design and Construction	Design	There is a risk that the project completion date is delayed due to weather or other unanticipated delays in project delivery, resulting in suspension of services and additional costs	Reputation / Political	Extension to lease of Thomas Street Centre has been secured until December 2019 (with option to extend) from the original end date of 2 August 2019	Unlikely	Moderate	**Moderate**	**$0 - $50k**	No additional controls required at this stage		Possible	Moderate	**Moderate**
39	Design and Construction	Financial Expenditure	There is a risk that the transition arrangements have not been adequately budgeted for, resulting in a variation to the ABP and LTFP	Reputation / Political	Budget for transition was premised on independent advice. Known costs have been determined and budget review requested to accommodate additional expenditure	Likely	Moderate	**Moderate**	**$101k - $200k**	Negtiations with suppliers to continue in an effort to minimise costs.		Possible	Moderate	**Moderate**

Attachment

AGENDA ITEM NO.: **16.2**

TO: Council on 24 April 2018

DIRECTOR: Ginny Moon, Corporate Services

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

SUBJECT: 2017 Annual Internal Review (Section 270)

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1. EXECUTIVE SUMMARY

The provision of a service by the council or complaint about the actions of the council, employees of the council or other persons acting on behalf of council are able to be reviewed by request from the community as provided within Section 270 of the *Local Government Act 1999* (the Act).

To satisfy the requirement of an annual review this report is provided for Council to acknowledge no requests for an internal review under the Internal Review of Council Decisions Policy & Procedure were received throughout 2017.

2. RECOMMENDATION

(1) The Council having considered Item 16.2 2017 Annual Internal Review (Section 270) receive and note the report.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

Local Government Act 1999 Section 270
Corporate Governance & Internal Control Framework Clause 2.10 & 3.4

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

Strategy 4.4 Accountable and people-focused services	Making people aware of their rights to a review of council decision forms the basis of a customer centric environment. Ongoing improvements in process as a result of customer voiced concerns supports Council strategy 4.4 accountable and people-focused services in the key outcome area of open and accountable decision making. Open and transparent Council meetings and Council committee meetings underpin representative democracy and ensure public confidence in Council's decision-making processes. The opportunity to provide input to a decision is offered through public engagement activities, council deputations and requests for information.

Intelligent Community Indicators

There are no direct links to the indicators.

4. REGIONAL IMPACT

This report for review of council decisions provides limited direct benefit or detriment on a regional perspective.

5. COMMUNITY INVOLVEMENT

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

6. DISCUSSION

Section 270(1) of the *Local Government Act 1999* (the Act) provides for requests to be made to review the process by which a decision was made by Council, employees of Council, or other persons acting on behalf of Council. The process is administered by the Act and Council's *Internal Review of Council Decisions* Policy.

In accordance with section 270(8) council is advised that no applications for a review of council decision were received for the 2017 calendar year.

The annual summary does not include requests for review made under the *Development Act 1993* or the *Freedom of Information Act 1991*, which both contain their own review processes.

Financial and Resource Implications

This report contains no decision that may impact council's financial position.

7. CONCLUDING STATEMENTS

Council's consideration of this report will satisfy compliance with the Act to undertake an annual review of applications made under Section 270.

ATTACHMENTS

Nil.

AGENDA ITEM NO.: **16.3**

TO: Council on 24 April 2018

DIRECTOR: Ginny Moon, Corporate Services

REPORT AUTHOR: Ginny Moon, Corporate Services

SUBJECT: Service Review – Library and Customer Services

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1. EXECUTIVE SUMMARY

Within Council's Strategic Plan to 2020, one of the targets of Strategy 4.4 Accountable and People-focused Services, is to review ten (10) services annually with a view to improve the customer experience.

The aim of service reviews is to achieve: -

- Continuous improvements in the provision of services to our customers both internally and externally
- Savings from reduced costs
- Productivity increases (better resource management, decreased costs, removing duplication and raising additional revenue.)

This report provides a draft list of services to be reviewed with priority given to reviewing the Library and Customer Services in preparation for the move back to the new Community Library and Innovation Centre (CLIC) in 2019.

This report also provides a list of services to be reviewed for noting.

2. RECOMMENDATION

(1) Council having considered Item 16.3 Service Review – Library and Customer Services receives and notes the report.

(2) Council receive a progress report on the 28 August 2018 Meeting on the outcomes of the Library and Customer Services Review and the reviews earmarked for 2018/2019.

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3. RELEVANCE TO CORE STRATEGIES / POLICY

3.1 Local Government Act 1999
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	Evaluating a process or set of activities and providing a transparent platform of continuous improvement; instils integrity and raises confidence in the provision of services to the community. Council strategy 4.4 accountable and people-focused services, seeks visibility and improved systems, the internal audit program supports the delivery of these outcomes.

Intelligent Community Indicators

There are no direct links to the indicators	Not applicable

4. REGIONAL IMPACT

The activities of the process improvement can provide a direct and an indirect benefit on a regional perspective. Through the activities, the delivery of Council's services will be improved and the improved processes will lead to improved risk profile and in turn, advance our position when measuring operational performance against similar organisations.

5. COMMUNITY INVOLVEMENT

In determining the areas for improvements, and the review process itself, information includes data derived from Council's Community Survey Results 2017, benchmarking data of various Council's using Grants Commission Grant information and data from the Australasian Local Government Performance Excellence Program FY17 (PwC Report).

Community consultation may be required if there is a significant change in services resulting from the reviews.

6. DISCUSSION

Background

Management is keen to begin a broader approach to improvement across all areas of our business despite ongoing review of systems and processes as part of everyday operations. This objective also aims to deliver the target of Strategy 4.4.2 in working towards the target of 10 services reviewed annually with a view to improve the customer experience.

Stage 1 - Service Innovation Review

City of Prospect has "Innovation" as one of its core values and management is keen to show tangible and rapid results in this area to build and reinforce a culture of improvement across the organisation.

In 2016/2017 Management and staff commenced the Service Innovation Review - Stage 1. These solutions are all focussed at improving the Customer Experience, or removing internal obstacles to providing great Customer Service.

A copy of the full report can be found in Council's Audit Committee Agenda dated 17 October 2017.

Stage 2 - Service Review

Service Review is now recommended as the next areas of improvement.

Why Service Review?

The nature and focus of service delivery and demands on Council are changing continuously and Councils are under increasing financial pressure to deliver more. In order to ensure Council delivers its services and conducts its businesses in a sustainable manner, service reviews will assist in clarifying the needs of our communities and Council's performances using the information from community survey results and various benchmarking data.

The reviews will use an evidence-based approach to assess how efficiently and effectively Council is meeting these needs.

According to the *Service Delivery Review: A How to Manual for Local Government*, published by the Australian Centre of Excellence for Local Government (ACELG) at University of Technology Sydney (UTS) (Second Edition 2015), service delivery reviews are vital processes to ensure local government services are:

- **appropriate** – that is, services meet current community needs and wants, and can be adapted to meet future needs and wants
- **effective** – that is, councils deliver targeted, better quality services in new ways
- **efficient** – that is, councils improve resource use (people, materials, plant and equipment, infrastructure, buildings) and redirect savings to finance new or improved services.

The key benefits of service delivery reviews include:

- alignment of services with community needs and a more engaged community
- higher quality service provision
- cost savings and sometimes income generation
- increased efficiency of often limited resources
- partnerships and networks with other local governments and service providers
- increased capacity of staff to respond to the changing needs of the community
- staff who work cooperatively across departments
- a more systematic approach to understanding future community needs

What Services To Be Reviewed?

Management Team and the Executive Team were asked to look into their operations to identify areas of the operations that require review. Consideration for review to take into account of feedback from our Community Survey, and results of various benchmarking exercises that were conducted in the past, including the PwC report.

Suggestions for service review, not listed in any priority order, include the following: -

1. Library Services
2. Customer Services
3. Information Management
4. Information Technology Services
5. Human Resource Services
6. Town Hall bookings
7. Gallery Operation
8. Magazine Publications
9. Payroll Processing
10. Management of Council Infringements
11. Animal Impounding and collection of related debtors/infringements.
12. Management of Event Debtors
13. Cashless Transactions
14. Management of Asset Management Plan
15. Inspectoral Services
16. Street Sweeping Services
17. Community Bus Services
18. Landscaping Management

At this stage, detailed analysis has not been carried out to determine each of the above suggested reviews.

Ben Haigh from Bee Squared has been engaged to assist staff with the review, building on the knowledge and the works done as Stage 1 of the Service Innovation project in 2017.

The initial assessment by Bee Squared on the first 8 items on the list is as follows: -

Area	Comments	Recommendation
Library Service	Likely to have good data (turnstiles, loan records) which indicates community usage. The nature of the service is likely to change with the new future location. One potential is to look at staff utilisation and see whether some sharing of resources can occur with customer service. But that would necessitate running the customer service review concurrently. Timing of this review may mean that some recommendations can't be implemented until the move to the new library is completed.	This is a good candidate as a 'demonstration' review due to the availability of data and clear link to the community. Also has good potential to show some efficiency gains if resources are shared (needs concurrent Customer Service review)
Customer Service	Likely to have reasonably good data, though this is new, so historical data may be an issue. Has obvious, direct links with the community.	A good candidate by itself, it could have very good efficiency results if combined with the Library review above.

	Sharing of resources with library (new building) would require the review to be done concurrently with the library service review.	
Information Management	Likely to have good data, though it does depend somewhat on the system and processes around it. This review is more internally focussed, and as such will look at things like removing unnecessary work and identifying inefficient processes. It will be much more "process-centric" rather than "community-centric". Also, may be impossible to get good benchmark data from other councils. As such, the outputs from the review are likely to focus internally and some external measures may be irrelevant – so it may not be the best "demonstration" review.	Another good candidate for a demonstration review due to the availability of data. This is more internal/process focussed rather than community outcome focussed. There is good potential for efficiency gains through removal of wasted effort.
IT Services	Likely to have reasonably good data on volumes of requests. May be more difficult to determine 'satisfaction' and 'efficiency' measures. Benchmarking to other councils may be difficult due to the different approaches each council takes.	Moderately well suited to a review, however the internal focus and the fact a review was done only 3 years ago mean there's probably better candidates to go first.
HR Services	The focus is primarily around resourcing – i.e. the number of people doing the volume of work. There doesn't appear to be much debate about WHAT work is being done. Typically, services of this nature don't have the volume and depth of data which can be analysed, so it's not going to follow a typical service review methodology (this is an important factor as the intent of these reviews is to transfer knowledge of how to approach in future).	This is probably better suited to a "Team Review" approach which looks primarily at resourcing, task timings and scheduling.
Town Hall	A bit different to a typical service so the outputs are likely to be different to a standard service review.	A good candidate for a service review approach, but is small and has atypical outputs - therefore not a great demonstration review in the first instance.
Gallery	A bit different to a typical service so the outputs are likely to be different to a standard service review.	A good candidate for a service review approach, but is small and has atypical outputs - therefore not a great demonstration review in the first instance.
Magazine	While this is costly ($80K), the nature of this review is reasonably simplistic – it's probably not worth doing a full-blown review on just the magazine. As such, it's not a very good demonstration review as many of the standard review activities won't be required.	Not recommended as the first priority

The Executive Team considered that it will be beneficial to conduct the **Library Services Review** in conjunction with the **Customer Services Review as a priority**. These two reviews will assist in determining the best model of services delivered to our community, in preparation for our return to the new CLIC building.

Customer Services and Library Services - Productivity Savings

In addition to the reasons for a review stated above, a report presented to the 24 January 2017 Council Meeting included an extract of the SGS Report (page 59 and page 72 of the 24 January 2017 Agenda) indicated that the NPV of the productivity saving from the co-location of Council Office and the Library, over a twenty-year period to be $2,224,800. The year 1 component of the projected saving was $163,700.

Depending on the outcomes of the reviews, the Library and Customer Services reviews may contribute towards the projected savings.

The Process

Both of the **library services and customer services reviews** will simultaneously follow the same process. They will be carried out concurrently but will not always be 'in-sync' with each other. The high level process is as follows:

1. Confirm scope - Confirm the specific focus areas of each review
2. Understand Current State
    - Meetings with management to understand their perspectives
    - Gather existing data sources, including KPI definitions, data logs, existing reports
    - Perform basic analysis
    - On-site observation of activity
3. Analysis and synthesis:
    - Deeper data analysis, trend identification
    - Gather comparative data (e.g. benchmarks or comparison pricing)
    - Further investigation (nature of this is dependent on the analysis findings. For example, if customer complaints are a big issue, maybe speak with customers directly, or with staff)
    - Develop hypotheses and find any supporting evidence
4. Conclusions and recommendations:
    - Develop potential scenarios and analyse each scenario
    - Create final observations and conclusions
    - Confirm recommendations
5. Present findings:
    - Create final documentation
    - Present findings to management (and others as requested by management)
    - +/- Present findings to a broader audience

The timing of each of the above elements vary so wildly between different types of reviews (and dependent on the quality and availability of data). In general, a draft report can be expected within 10-12 weeks and full finalisation 1-2 weeks after that.

Throughout, regular meetings will be set up with the review leader.

Knowledge Transfer

For the knowledge transfer to be carried out effectively another 'un-associated' manager will be involved in the review process. This will enable leanings from the perspective of an outsider and maintain a level of independence for good analysis and recommendations.

Future Service Reviews

It's anticipated a report will be presented to Council in August 2018 outlining the outcome of the Library and Customer Services Reviews.

Further work will be carried out in the interim to determine the services to be reviewed in the next financial year (2018/2019). This information will be included in the August 2018 report to Council.

Financial and Resource Implications

In the current financial year, a budget allocation of $25,000 has been earmarked to carry out service reviews. Guided by Bee Squared, this amount is committed to carry out the Library and Customer Services review.

In the 2018/2019 Draft Budget, a similar amount ($25,000) plus an allocation of $10,000 community consultation, totalling $35,000 has been proposed.

Using the Knowledge Transfer model mentioned above, the proposed budget in 2018/2019 is anticipated to stretch a lot further compared to the initial project. This is based on Administration being able to conduct most of the service reviews in-house, leaving the proposed budget for more complicated service reviews.

7. CONCLUDING STATEMENTS

This process continues with an improvement culture across the organisation.

Staged approach will be planned to continue to better meet the needs of the community and further ensuring efficiency and value for money of the organisation.

Council will be kept informed of future plans and the progress of the Library and Customer Services reviews.

ATTACHMENTS

Nil.