Workshop Program

Tuesday 5 June 2018 commencing at 6.15pm
Prospect Town Hall, 126 Prospect Road, Prospect

Workshop Chair: Cate Hart, Chief Executive Officer

Workshop Opening
- Apologies
- On Leave

Workshop Items
2. Main North Road Pilot Project Design Progress
3. Leasing and Licensing Policy

Future Workshop and Council Agenda Items

Meeting Close
Workshop Guidelines

The following details provide an overview of the procedures to be observed:

1. The Workshop will be held on the first and second Tuesday of each month, other than January of each year, between the hours of 6.15pm and 9.30pm (commencing with a light meal for elected members and staff), for the term of the Council or until the Council determines to discontinue the Workshop structure.

2. The need for extraordinary Workshops will be assessed and determined by the CEO.

3. The Workshops will be held in the Reception Room, Civic Centre, 128 Prospect Road, Prospect SA 5082.

4. The time, date and location may be subject to change by the CEO where necessary.

5. The Workshops will be open to the public and media. Notice of a Workshop and the program for a Workshop is to be placed on the Council’s website.

6. A confidentiality declaration may be determined by either the Council or CEO in accordance with Council’s Informal Gatherings Policy.

7. No decisions will be made at the Workshops. There will be the opportunity for discussion and questions and answers only, and the provision of guidance to the Administration.

8. The CEO or proxy will convene and chair the Workshop to ensure the smooth running of the meeting. The proxy will be determined by the CEO on a needs basis.

9. All Elected Members will be encouraged to attend.

10. The CEO will ensure the Program and papers for the Workshop, which will include Agenda items for the following Council Meeting, will be provided to members by the Friday preceding the Workshop to allow time for members to read the reports and prepare their questions prior to the Workshop.

11. Notes will be made of the general issues and items covered by the Workshop, given that no decisions can be made, and distributed to Elected Members for information.

12. The format for the Workshop may vary on a meeting by meeting basis and could include training, planning, presentations, and discussions.

13. The format for the Workshop will be determined by the CEO.

14. External parties may make Presentations/deputations to the Workshop, subject to prior agreement by the CEO.

15. Elected Members, employees and consultants will be required to disclose any financial and/or conflicts of interest in matters to be discussed. The disclosure of such interest and participation in the Workshop will need to be made as if the matter was considered in accordance with the Local Government Act 1999. A record of the disclosures of interest will be made and maintained by the CEO.

Workshop Protocol

The protocols are a set of guiding principles that aim to achieving enhanced, meaningful engagement of members and to facilitate an equal and equitable participation of all members.

The individual members commitment to active listening and disciplined talking, displaying both courtesy and respect to other members is paramount.

1. The Chair ensures that every members’ input is heard and not overlooked or lost, and will enforce a limit on speakers’ time when it is best required.

2. No rank and/or officer position of administrative or governance authority recognised within the workshop (except for the Chair), and protocols are enforced when deemed necessary.

3. Members and staff are to be addressed by their first name and not by their title of office they hold.

4. Discussion must be focussed on the issues and matters being the subject of discussion.

5. One member speaking at a time is a right, and must be enjoyed by all members.

6. Interrupting another member speaking is not desired and members are encouraged to exercise restraint for the benefit of all concerned. Equally, there should be no dialogue between members and person(s) in the gallery that interrupts the workshop discussion.

7. No ridicule, blame or shame to be expressed and/or exchanged during the workshop and care should always be taken with the words used in debate.

8. Problems and solution expressed by members are a healthy part of the discussion and may lead to positive outcomes, and should not be frowned upon but rather encouraged.

9. Although it is not a decision-making forum, it is an important part of ensuring a well-informed and enhanced decision-making process for Council.

10. The imperatives for a successful conduct of these workshops are that all members need to work together, displaying courtesy and respect to each other.

It is important that all members recognise the above list of protocols is not about rules; protocols are a set of guiding principles that are agreed on and committed to by all participating members.
Notes from Workshop 08/05/2018

Chair: Ginny Moon, Director Corporate Services
Present: D O’Loughlin, K Barnett, T Evans, A De Backer, M Standen, M Lee, M Groote, M Larwood
Apologies: A Harris

Notes from previous workshop held on 01/05/2018

D O’Loughlin requested the following queries be captured and responded to by Administration:

- Provide up to date information on the actual number of active developments in the Urban Corridor Zone
- Indicate ‘next steps’ being undertaken by staff in relation to planning compliance matters
- Provide information regarding lighting issues and how they can be conditioned (triggered by Churchill Road apartment development)

1. Electrification works along the Gawler line

Simon Bradley introduced Darren Schultz from the Department of Planning, Transport and Infrastructure (DPTI), with Laura Culshaw and Greg Mackie from Lendlease to present a briefing on the Gawler Rail Electrification Project.

Lendlease provided an overview of the project scope and key activities of ‘Stage 1’ construction between Adelaide and Salisbury Centre. Lendlease has been engaged by DPTI to project manage the objectives in terms of consultation, design, construction and project delivery. Rail electrification was explained in terms of overhead wiring with the majority of corridor works to be undertaken during the day and the stringing of overhead wires at night. Combined services routes (CSR) and communications systems will be installed in the build, along with upgrades at five main pedestrian crossings. The project is currently in the design stage with an anticipated delivery timeline to commence in October 2020.

Vegetation management and fencing strategy was acknowledged as requiring a detailed collaborative design approach. Disruptions, impacts and service benefits to passengers and the wider community were explained which will be included in information sessions provided via community and Council consultation. Lendlease demonstrated opportunities in employment and local industry participation which will be pursued as part of the project.

Comments and Questions from Elected Members

- Is it safe for people to cross the boom gates at the pedestrian crossings – yes, the gates will be controlled and DPTI have selected these locations from a risk perspective – the aim is to make the crossing safe
- How tall is the fencing? 1.8m high black chain mesh fencing. Lendlease will be working with DPTI. There is existing consultation to identify who the residents are to manage their needs in terms of their desires and requirements
- When will the consultation take place – design and process assessments are currently being undertaken. The process at this early stage is to assess first, then consult with the community which is occurring now. There will be several levels of consultation.
- What are we hoping to achieve through the consultation process – the focus is transparency and communicating the design
- Suggestions were discussed in terms of fencing solutions
• Is it the intention to have a colourbond or solid fence, there is interest in removing
the graffiti targets – the issues are recognised and currently being assessed, the
solution will be proposed to Council once more information is produced
• What organisation has ownership of the fence - the western fence is owned by
Australian Rail Track Corporation (ARTC) and the eastern side is owned by DPTI
• What’s the anticipated increase of the trains – the carriages could be increased,
currently have 4, but could get 6
• Is there potential for roads at Islington railways – no
• Is the existing rolling stop going to be upgraded – that is part of the Federal budget
• Resident feedback was that some areas were excluded – Ovingham Station will now
been included in the drop in session
• It was noted that Bedford/ Dudley Park was requested to be included in the
consultation sessions
• Will there be a general press release via Council – yes we try to widely distribute
information and as we’re planning; residents will receive a doorknock, letterbox drop,
general LATM info and newsletter
• Suggestions were discussed in terms of advertising: advertising could be undertaken
through Blackfriars Priory School or Adelaide High School
• Is any work being completed at Churchill Shopping Centre and the rail station – not
as part of this project scope
• Query on configuration – once finished with Devonport Terrace can there be a bike
route to mirror the rail line – a plan of the cycle route can be obtained
• Do people take their bikes on the tram – yes
• Screening is very important and requires careful attention – significant pruning in the
area will occur and expectations will be managed, it is understood there is sensitivity
surrounding this and the aim is to work with Council on this
• Are the vegetation maintenance principles available online – yes generic guidelines
can be provided
• Are there vegetation timelines – timelines can be provided to Administration, this can
be an area where both parties can work together for consultation
• Were many people from the Devonport Terrace session – no, one resident, who will
be contacted as needed

Next steps
• Council will be engaged regarding community information sessions
• DPTI/ Lendlease will provide a Vegetation and Fencing Report to Council
• Administration

2. CLIC Design Development

Nathan Cunningham and Chris Newby introduced Tom Vinall and Michelle Male from JPE
Design Studio, who presented updated plans for the Community Hub, Library and
Innovation Centre (CLIC) focusing on key elements that had previously been identified for
further review. The available options for each element had been the subject of discussion
with the Project Executive Group, which subsequently informed the identification of
preferred options to be discussed with Elected Members.

Discussion with Elected Members at the workshop confirmed the following:

External Elements:
Spandrel material to building façade
• Two materials were proposed:
• Option 1 (PEG recommended) – Interlocking recess joint metal panel cladding with
colourbond finish
• Option 2 – Proprietary Prefinished CFC ventilated sheet cladding
• Preferred option was the interlocking metal panel

**Spandrel material colour**
• Two materials were proposed:
  • Option 1 (PEG recommended) – Ironstone or Shale Grey
  • Option 2 – Fielders Finesse Boulevard or similar or Swiss Pearl
• Preferred option was Ironstone and Shale Grey

**Glazing colour**
• The glass proposed for the performance needed was noted of very high quality and consistent throughout the build
• Preferred glass was clear (with low E coating) throughout, with a yellow tint to be used for the glazing at the Prospect Road building entry
• No alternative was suggested and the proposed glazing was supported

**Building signage and naming**
• A brief is yet to be developed for JPE regarding the external signage and building name. Future Council workshop with JPE to discuss ideas/ options
• It was agreed that integration opportunities and wayfinding strategies are to be available at the entry point, along with building identification

**Street trees and front landscaping to Prospect Road**
• The landscaping treatment (being prepared in collaboration with Infrastructure & Environment Team) is subject to a separate project and is being designed as part of the Vine Plaza Integration Plan

**Screening/ shading solution to western balcony area**
• The preferred outcome was the shading canopy with a sculptured form and having a natural vine roof (As recommended by PEG) complementing the CLIC façade

**Internal Elements:**
**Internal fitout to Town Hall**
JPE presented a plan of new works for the internal Town Hall fitout with general support provided to:
• All walls to be painted - JPE to return with a colour palette
• Existing poor performing Acoustic paneling to be removed and new replacement panels on eastern wall
• Town Hall bar to have modest upgrade in existing location
• Replacement of light pendants with contemporary features, as consistent with the overall build
• Ramp compliance and access complexities to stage to be further explored by JPE
• Workshop participants expressed a desire for ‘pop up’ feel to Eliza Hall with furniture in place when not being used as event space

**Mechanical systems**
• Electrics and mechanical systems are currently being quoted
• Elected Members indicated no immediate appetite for a new air conditioning system for the Town Hall, but recommended the relocation of thermostats/ sensors

**Maker Space Flooring**
• Builder feedback confirmed that whilst Terazzo flooring was a preferred option – it is unachievable due to weight issues on the existing floor structure above basement
• Preference was for a higher end floor finish, possibly a Jarrah or Jarrah look
• This direction is understood and further options and solutions will be provided by JPE for a multi-purposed space
Level 1 Chamber/ Event area furniture layout options

- Future discussion will occur on options – these details are not on the critical path of timing

Northern Precast Wall

- It was proposed to increase visual interest for the northern boundary wall with vertical grooves and exposed horizontal joints added to a lighter coloured concrete at each end of the overall panel
- This was generally supported by Elected Members

Internal and External lighting

- Multi-level lighting opportunities within the front façade were presented by JPE including:
  - Base rail lights
  - Pole mounted light elements
  - Down wall lights
- Various ‘general’ and ‘feature’ lighting was proposed throughout the buildings
- Intention was supported to create a lighting strategy for the rest of the building
- Fundamentals of lighting were supported, recognising that lighting opportunities will be further explored in the various spaces

Comments and Questions from Elected Members

- Are the façade panel options cost effective – both are affordable and within budget
- Will the colour and durability last – yes, there is a 30 year warranty on the colourbond product
- What product is the tinting – the glass tinting film is manufactured locally
- Will sun protection be required for the atrium space (morning light/ heat issue?) Is there any alternative? Eq. Trees Blinds won’t be used as the area is a 2 storey space, however no workspaces are located in the area adjacent the glass
- Can furniture be introduced in the Town Hall when not in use for events – a range of furniture options will be provided as part of the design stage for planters, fixed seating and loose furniture
- External screen lighting from the base of the screen desired to be coloured and programmable – yes
- Can the lights be 12Volt and run autonomously – this can be investigated, lights could possibly be powered by the solar panels on the roof
- Is there capacity to provide lighting features that provide more impact eg. to achieve a night time economy – the current design is just a presentation effect at this stage
- Designers expressed a preference to contain signage in one space external to the building to add value and not detract from the building identity – a brief development Workshop is required to assess the signage approach
- City of Prospect’s corporate identity isn’t promoted to its full potential. By displaying the logo at the front of the building, it would instantly brand the building – a Workshop will be required to discuss branding elements
- Desire for an understated sign for the building and gallery was discussed
- A public competition to name the building was commenced and can be reactivated? – the competition can be reactivated at any time to seek more input
- Can a fire route be used with electric curtains if they are installed in Town Hall – the fire path design is being rerouted so the curtains won’t pose a fire hazard
- Can the Town Hall stage be utilised into a casual seating area when unused – feedback noted and investigation/ designs will be required
- What lighting will be in the history room – recess downlights with a pendant as a feature for the central table
Is the pergola affordable - it is a ‘below the line’ item currently
It was noted that embedded expensive IT solutions should be avoided as technology is rapidly changing and is affordable - Happy to review this at a later time which may be cost effective

Next Steps:
• A further Workshop to be held (likely July) for:
  1. Opportunities for signage and building name (input and feedback required)
  2. Streetscape opportunities for Vine Plaza regarding street trees and front landscaping for Prospect Road
  3. Lighting types based on lighting strategy

3. Website Revitalisation
Chris Hannaford introduced Julie Wrobel and Jason Saville from Algo Mas who Council has engaged for the City of Prospect website revitalisation design and rollout. Chris also introduced Kelly Robinson, Senior Communications Officer as the newest member to the Business and Innovation team.

An overview of the website strategy was presented in terms of key outcomes, project involvement, consultation and project delivery. Algo Mas will commence the second stage of the website revitalisation project, focusing on the design, functionality and delivery of the City of Prospect website, along with the implementation of an Extranet portal and what Elected Members can gain from the site.

Comments and Questions from Elected Members
• Why couldn’t Word Press be specified – the content from other Content Management Systems would require re-interpretation, whereas Unity software is a seamless data transfer
• Would the landing page look like a word press website – yes
• The biggest issue is not the website itself but the updating of content and up to date information. Some documents are also incomplete – these tasks will be a focus for the new Senior Communications Officer
• Can the ‘the latest news’ and ‘stories’ be promoted more via the website – this can be achieved and be adaptable
• It was noted that website updates and promotions need to be managed more effectively and efficiently
• Is there opportunity for the community to submit images – images are managed internally, members of the public can submit images to Council Administration
• General discontent was raised with the layout and functionality of the current website undertaken by a previous consultant – the previous website design was delivered by Atomix. there is opportunity to make edits to the site map if required
• Feedback was to review the previous website’s design/layout – based on what the users visit, edits can be made to suit
• Another Council website reconfigures when previewed ‘online’ and on a ‘device’, will this occur with the City of Prospect website – the new website will be responsive to all devices
• What kind of functionality will Elected Members receive eg. A Forum portal e.g. an Extranet – The aim of this session is to determine the type of portal and functions of what you would like to be included in the site
• Can the site allow Elected Members to communicate to each other? The base purpose is a central location for confidential documents, however additional elements can be investigated and incorporated
• Discussion was raised for internal and external page subscriptions and the pros and cons for automatic notifications
• Should the presentations be attached to the Workshop Agenda – not currently available – Administration to look into
• Can Council Administration assess what information should be public and what shouldn’t be – this area needs to be reviewed
• The Extranet would be useful if kept simple. eg having a location for all Workshop presentations and supporting documents and informed decision making. There is valid opinion to avoid multiple channels – there is need to define use of the extranet in order to deliver a solution

Extranet feedback from Elected Members

Uses for the Extranet
- A log in system
- Transparency
- Better access for shared documents such as Slack or Microsoft Team
- Private forum portal – to raise and discuss matters with staff, however this may impact on recode management requirements
- Public forum – with the community
- Subscription updates (eg. Like Dropbox)

Current problems
- Inability to locate documents
- No logical filing systems
- No quality browsing facility
- Lack of categorisation

Next steps
• Administration to present a final workshop on the design and functionality of the new City of Prospect website
• Present a plan for the Extranet

Workshop closed at 10.06pm
Workshop Items


Responsible Director: Ginny Moon, Director Corporate Services  
Expected Duration: 60 minutes  
Presented by: Chris Birch, Manager Financial Services  
Brendan Lott, Manager Community Development


Consultation and the Public Meeting (29 May 2018) were advertised in:
- The Advertiser, 4 May 2018
- The City and Fringe Messenger, 9 May 2018

The purpose of the workshop item is to consider the feedback received from the public before the adoption of the budget and declaration of rates.

The following consultation methods have been used during the consultation period:
- Electronic submissions received via Council’s website
- Hard copy submissions received via feedback form at the Town Hall and Thomas Street Centre
- Adult Focus Group Meetings
- Youth Focus Group Meetings
- Public Meeting
- Council’s Audit Committee

Electronic and Hard Copy Submissions (5 received)

During the consultation period, members of the public could complete a feedback form on either Council’s website or a hard copy collected from the Town Hall (customer service) or Library (Thomas Street).

In total 5 submissions were received. The submissions received are included in Attachment 1.

Adult Focus Group Meetings (17 attendees)

Attendees of the Adult Focus Groups were recruited via an expression of interest process. The expression process ensured a cross section across wards and ages. A total of 39 registrations were received. From these 39 registrations, 18 candidates were randomly selected to attend one of two focus groups. One attendee did not turn up on the evening.

Attendees were paid $50 for attendance to the focus group meeting where 13 questions were asked across a 2 hour period.

Feedback collected from the Adult Focus Groups is included in Attachment 2. In addition, notes taken by Council staff during the focus group of the discussion are included in Attachment 3.
Youth Focus Group Meetings (18 attendees)

A revised format was utilised for 2018 where the youth engagement took place. Following the recent Youth Customer Satisfaction Survey, McGregor Tan were re-engaged to undertake to recruit and undertake two focus groups. These age an age profile of 13-17 years and 18-25 years.

The analysis report is being finalised by McGregor Tan and will be available at the Workshop.

Public Meeting (5 attendees)

The public meeting is the legislative component of the draft annual business plan consultation. This was attended by 5 attendees, 2 of which had also been part of the Focus Groups. In addition, 3 Elected Members and 8 staff were present at the commencement of the evening. All were on hand to hear feedback, answer questions and assist where required.

The format of the evening included a welcome from the Mayor, and introductory presentation on the budget, its highlights and funding. This was followed by an open discussion where feedback was captured in note format by a dedicated staff member.

The notes collated and provided in Attachment 4.

Council’s Audit Committee

The audit committee reviewed the draft annual business plan at their meeting 21 May 2018. The committee provided the following resolution as feedback:

(1) The Audit Committee highlighted the following risks regarding the Draft Annual Business Plan 2018-2019 and its financial sustainability:

1. That the parameters of potential rate capping are still unknown and may cause pressure on long term sustainability.

2. That the recurrent operating budget is not indexed for 2018-2019 which could cause pressure on sustaining existing service levels.

3. The volatility of the waste and recycling market represents an ongoing material risk to Council’s budget.

4. That Council be aware that the service level assumptions for the new Civic Centre have not been fully defined and will need to be taken into account for the 2019-2020 budget and further budgets.

Findings from the consultation process will be presented for formal receipt at the Council Meeting on 26 June 2018.

Draft Budget Finalisation

As part of the discussion of the consultation feedback, Council will be given the opportunity to make any changes considered necessary to the budget. Rate modelling option will also form part of this discussion.

This is the final scheduled opportunity for Council consider amendments to the budget prior to its presentation for adoption and declaration of rates at the 26 June 2018 Council Meeting.

Attachments:

1. Summary of Electronic and Hard Copy Submissions
2. Survey Results from Adult Focus Groups
3. Summary Notes taken during Adult Focus Groups
4. Summary Notes taken during Public Meeting
2. Main North Road Pilot Project Design Progress

Responsibility Director: Simon Bradley, Director Infrastructure & Environment
Expected Duration: 60 minutes
Presented by: Jensen Plus - Michael McKowen

At the Council meeting of 23 January 2018, Council reviewed and endorsed the “Main North Road Concept Plan” with the direction to develop design documentation for the pilot project, Wilcox to Kintore Avenue.

Detailed design documentation for the Main North Road Pilot Project is progressing and an update of the 70% detailed design documentation will be presented.

The detailed design documentation includes all the elements in the concept plan previously endorsed by Council. During this Workshop, Elected Members will review potential paver selections and centre median planting opportunities.

Attachments:
Nil.

3. Leasing and Licencing Policy

Responsibility Director: Simon Bradley, Director Infrastructure & Environment
Expected Duration: 45 minutes
Presented by: Simon Bradley

There has been a series of Elected Member Workshops in relation to the development of the draft Leasing and Licencing Policy, dating back to December 2016.

Council has previously resolved to proceed with community consultation on the draft Leasing and Licencing Policy for a period of 6 (six) weeks. The objectives of the community consultation were:

- To inform and consult with our local community and key stakeholders and seek feedback on the content of the draft Leasing and Licencing Policy
- To promote increased awareness of Local Government processes across our communities
- To promote increased interest and participation in Council’s decision making process

During the consultation process for the draft Leasing and Licencing Policy, whilst multiple emails were received, they were largely clarifications of process and did not result in, or require, amendments to the Policy. Council Administration did receive numerous phone
calls from various stakeholders throughout the consultation process, mainly seeking clarification of particular aspects of the Policy. These clarifications were provided to the stakeholders verbally. During the consultation period, three (3) submissions were received and provided actual feedback on the Policy.

At the Council Meeting on 22 May 2018 a report was tabled to seek endorsement of the draft Leasing and Licencing Policy as amended, incorporating feedback received during the consultation period. This report was withdrawn by the CEO as some Elected Members has indicated some confusion and sought further information regarding the draft Leasing and Licencing Policy.

The adoption of the Policy will enable Council to execute Leases and Licences under Section 202 of the Local Government Act, 1999. Council is unable to execute any Agreements, other than rights of renewal, without this Policy in place. Council Administration is recommending that the Leasing and Licencing Policy be endorsed by Council.

This Workshop will be a forum where a summary of the development of the draft Leasing and Licencing Policy will be presented. More importantly, an outline of a more targeted approach to engaging incumbent tenants and prospective tenants who had contacted Council Administration in the last 12 months seeking an opportunity to occupy Council buildings.

Following this targeted engagement, the draft Leasing and Licencing Policy will be reviewed and presented to Council for adoption.

**Attachments:**

Draft Leases and Licenses Policy
Members may seek advice as to the purpose, or intended resolutions planned for the next Council meeting. These items are subject to change.

**Council Workshop 12/06/2018**
- Urban Street Tree Guide

**Council Meeting 26/06/2018**
- Appointment of Acting Chief Executive Officer
- East Waste Board Meeting Minutes
- Annual Business Plan Consultation Received
- North Park Lands Upgrade Update
- CEO Statement of Financial Sustainability
- Annual Business Plan 2018-2019 Adoption & Rates Declaration
- Annual Review of Confidential Items Register
- Outlining Any Further Assessment on Rose Street/Myrtle Street Carpark and Events Traffic Support
- Angwin Avenue Petition
- Depot Relocation Feasibility Study
- Strategic Plan to 2020 Information Report
- Prospect Fast Wifi and Pedestrian Counts
- Cinema Parking Strategy Review
- Audit committee Report
- GigCity Implementation
- CLIC Project Update
- Community Consultation for Road Names Report
- Review Credit Card Policy
- Elected Members Allowance and Benefit Register
Feedback received via email

Received 05/05/2018 from Alan (CR 18/21383)

Hi there,

I would like to submit feedback to the Proposed Annual Business Plan 2018-2019.

As a resident of Prospect, I feel all paths should be replaced within the next 5 years. I went for a walk with my new born daughter and wife today along Livingstone Avenue (my home address), Maud Street, Regency Road then into the heart of Prospect for a coffee. All paths along the way were uneven, a trip hazard and proved to be a challenge for our pram. Residents and visitors that are disabled would find a visit to Prospect challenging due to uneven paths. The replacement of uneven paths through the whole of Prospect should be one of the highest priorities for the council.

Yours sincerely

Alan

Received 16/05/2018 from Mary (CR18/23257)

On 16 May 2018, at 1:57 pm, Mary <bemshall@bigpond.com> wrote:

FYI
Regarding reference 77382, berries in Hudson Street:

Thank you to your staff member who swept the berries off the footpaths, BY HAND. I hope you now have a better understanding of the difficulties householders are having, dealing with the berries. I have been, in fact, nursing very sore ribs for a week now from sweeping the footpaths down the side of my property every day, trying to keep the mess under control. Here is a very good argument for a motorised footpath sweeper like the one the Adelaide City Council use. It’s not just the berries. Yesterday, while walking along Percy Street, there with slip marks in wet leaf litter, left by someone’s shoes. One can only hope they did not injure themselves when they slipped. Please speak to your CEO regarding this matter. The council is planting more and more trees as part of its GREENING STRATEGY, so there is more and more leaf litter to clean up. It is reasonable to expect householders to do some of this but NOT ALL of it.
If you don’t have the proper equipment to deal with the problems, your job is made more difficult. I am happy to plead your case.

Thank you, again for your efforts.
Regards Mary.
**Received 23/05/2018 from Zoe**

Hello Brendan

I would have liked to participate but this is too short notice for me to now come. Sorry that I won’t be able to attend. I have read the draft and think that the progress in Prospect is great and wanted to keep supporting the upgrades and investments in such broad activities that I think are all really adding value.

The only activity that I could not see the value in is the connections with overseas and promoting Prospect to overseas markets.

Regards

Zoe

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**Received 28/05/2018 from Janine (CR 18/25010)**

To whom it may concern,

I am associated with a group of women in a fitness centre in Prospect. (Healthy Inspirations) The majority of us are in our late 60’s, 70’s and even 90’s. We love living in Prospect and utilize quite a few services in the area. (Library, activities, coffee shops, fitness and cafes) Our main concern is the availability of housing for our needs in our old age. Most of us have large homes within the Council area and are looking to downsize to smaller homes. There seems little option for this to happen. We all want to stay in the Prospect area as mentioned before, and many of us have families in this area too. All our friends whom we rely on for our friendship and outings are based in Prospect. We do not want to move out of the area for these reasons and also as we age we will not be able to drive long distances for activities so important for the mental health of the elderly.

I did attend a council meeting many years ago and brought up the idea of aged housing and was told one was being built on Churchill Road opposite the Reepham Hotel. This seems to have fallen through and now more apartments are being built on this land.

We are not ready for Aged Care as such yet but some smaller homes or home units (not highrise) would be a good option. Ideas like 50 Milner Street where 4 homes were built on 2 blocks or something similar. There are many large homes in the area on big blocks. Could the Council organize an investor to perhaps look at this or even the Council buy some of these to invest in. I am sure there would be many interested parties for smaller housing of two bedrooms, homettes or units and keep your very happy residents who have invested their years in the Council and could now pass on their homes to younger families.

Thank you for giving me the opportunity to put forward these ideas.

Janine
Q1 Do you support the investment in our largest community event, Tourrific Prospect?

Answered: 9  Skipped: 0

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<td>2</td>
<td>Great landmark event for Prospect that brings people across the Council area together.</td>
<td>5/24/2018 3:11 PM</td>
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<td>3</td>
<td>Please increase the funding of grants to community groups as per discussion</td>
<td>5/24/2018 3:11 PM</td>
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<td>Considering budget concerns don't believe it is worth running any more. It is more an international event that is well catered for by the near by city</td>
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<td>5/24/2018 3:11 PM</td>
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<tr>
<td>6</td>
<td>This event needs to a stringent cost/benefit analysis rather than a casual survey of people who attended - all local businesses, a range of non attending residents need to be surveyed - also the “people” strand of councils aims needs to be re-visited and used as criteria for judging the event</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>7</td>
<td>It was fine when we had a stage but now it doesn't seem relevant. It is about the cost of the recycling problem increase.</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>8</td>
<td>Good for community good for state</td>
<td>5/24/2018 3:10 PM</td>
</tr>
<tr>
<td>9</td>
<td>This is an extremely expensive event and in these financial times should not be paid for by Council</td>
<td>5/24/2018 3:06 PM</td>
</tr>
</tbody>
</table>
Q2 Do you support Council providing two medium sized community events - Broadview Fair & Twilight Concerts?

Answered: 9  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>100.00%</td>
</tr>
<tr>
<td>No</td>
<td>0.00%</td>
</tr>
<tr>
<td>Unsure</td>
<td>0.00%</td>
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<td>TOTAL</td>
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<table>
<thead>
<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>I have never attended this event and so feel unable to comment</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Good to have events across the Council yesterday. Would be good to have something on the Churchill Rd side</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>3</td>
<td>Definitely community events creating positive feelings</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>4</td>
<td>Both activate our local community groups - perhaps the council could use the fair to promote all the services it provides as most people never physically/digitally visit the council nor read the magazine</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>5</td>
<td>Except for political booths. They don't really have a place there.</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>6</td>
<td>Helps promote and Maintains good community interaction</td>
<td>5/24/2018 3:10 PM</td>
</tr>
</tbody>
</table>
Q3 Do you support Council providing a schedule of live music events within Prospect Town Hall?

Answered: 9  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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<td>Yes</td>
<td>77.78%</td>
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<td>No</td>
<td>11.11%</td>
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<tr>
<td>Unsure</td>
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<td>TOTAL</td>
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<table>
<thead>
<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Yes sounds like a good idea</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Positive community activity that brings people together and to provide work experience</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>3</td>
<td>The fact that it gives young people the opportunity for job experience</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>4</td>
<td>Is it really something that council should be running and not a local pub.</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>5</td>
<td>This is not a responsibility of Council it may well be taking business from business do. The</td>
<td>5/24/2018 3:06 PM</td>
</tr>
</tbody>
</table>
Q4 Should Council support the commercial and retail sectors located within City of Prospect?

Answered: 8  Skipped: 1

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>62.50%</td>
</tr>
<tr>
<td>No</td>
<td>12.50%</td>
</tr>
<tr>
<td>Unsure</td>
<td>25.00%</td>
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<td>TOTAL</td>
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<table>
<thead>
<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The high speed broadband has been quite successful at attracting new business and visitors to the area. I do not support subsidies to businesses for improvements to their businesses.</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Important to ensure that Prospect is an attractive place for business</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>3</td>
<td>Is it necessary to have a broadband next work available considering how many cafes etc have their own</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>4</td>
<td>As much as possible</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>5</td>
<td>A council area needs a lively retail sector. Public wifi is an expectation in this day and age.</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>6</td>
<td>Perhaps look at responsibility of council re accessing information</td>
<td>5/24/2018 3:10 PM</td>
</tr>
<tr>
<td>7</td>
<td>No. They are commercial ventures and residential ratepayers should not be subsiding them</td>
<td>5/24/2018 3:06 PM</td>
</tr>
</tbody>
</table>
Q5 Do you support the publication of Prospect Magazine?

Answered: 8  Skipped: 1

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<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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</thead>
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<td>25.00%</td>
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<tr>
<td>No</td>
<td>62.50%</td>
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<tr>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>But with some changes to reduce costs especially postage and glossiness.</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Purpose needs to be defined and other communication media considered re cost/benefit</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>3</td>
<td>Too expensive and explore other options as per discussion</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>4</td>
<td>Should only be available as a free publication on stands around the council area as with The Senior</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>5</td>
<td>Encourage contributions from readers</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>6</td>
<td>Too costly too glossy not community based just PR for the council</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>7</td>
<td>There is not sufficient information in it to warrant the cost. At the most it should be electronic.</td>
<td>5/24/2018 3:11 PM</td>
</tr>
<tr>
<td>8</td>
<td>Maybe make it less &quot;grand&quot; a publication/community input to articles</td>
<td>5/24/2018 3:10 PM</td>
</tr>
<tr>
<td>9</td>
<td>This a complete waste of Council funds. A $54,000 PR exercise which we can do without</td>
<td>5/24/2018 3:06 PM</td>
</tr>
</tbody>
</table>
Q6 Do you support Council's Community Transport program?

**Answered:** 9  **Skipped:** 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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<tr>
<td>Yes</td>
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<tr>
<td>No</td>
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<tr>
<td>Unsure</td>
<td>0.00%</td>
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<td><strong>TOTAL</strong></td>
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</table>

**COMMENT**

- **#1** Essential to support special access needs
  - **DATE:** 5/24/2018 3:11 PM

- **#2** Essential
  - **DATE:** 5/24/2018 3:11 PM

- **#3** Absolutely. Share cost with another council.
  - **DATE:** 5/24/2018 3:11 PM

- **#4** It fills a void. Gives residents access when they might not otherwise have it.
  - **DATE:** 5/24/2018 3:11 PM

- **#5** Older residents definitely benefit, physically and mentally
  - **DATE:** 5/24/2018 3:10 PM
Q7 Should the current standard of maintenance for our Roads, Footpaths, Storm Water infrastructure and Parks be maintained?

Answered: 9  Skipped: 0

ANSWER CHOICES

<table>
<thead>
<tr>
<th>RESPONSES</th>
<th>ANSWER CHOICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>44.44%</td>
<td>Yes - the current standard of maintenance is OK (funded in the draft Annual Business Plan)</td>
</tr>
<tr>
<td>33.33%</td>
<td>No - the standard of maintenance needs to increase (would require a reduction to other areas of draft Annual Business Plan)</td>
</tr>
<tr>
<td>0.00%</td>
<td>No - the standard of maintenance needs to decrease (reduce overall expenditure for the draft Annual Business Plan)</td>
</tr>
<tr>
<td>22.22%</td>
<td>Unsure</td>
</tr>
</tbody>
</table>

TOTAL 9

# COMMENT DATE

1 Compared with other major cities, I feel that Council is overall doing a reasonable job. I do struggle over some tree roots and at night. 5/24/2018 4:10 PM

2 But need to look at Prospect owned assets leased or used by community groups - maintenance, improving level of use, attract new groups to use assets. 5/24/2018 3:40 PM

3 Commitment to asset maintenance should be adhered to rather than pushing timelines out because of other projects that are not necessarily core to council. 5/24/2018 3:40 PM

4 Roads/streets not built well, not durable. 5/24/2018 3:40 PM

5 More focus should be on areas other than Prospect Road 5/24/2018 3:40 PM

6 But I think the council is on top of this. Broadview oval might as well be sold to the football club for the amount of use that ratepayers get out of it. 5/24/2018 3:40 PM
Q8 Do you support development of the Community Hub, Library and Innovation Centre (CLIC)?

Answered: 9  Skipped: 0

<table>
<thead>
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<th>RESPONSES</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>55.56%</td>
</tr>
<tr>
<td>No</td>
<td>22.22%</td>
</tr>
<tr>
<td>Unsure</td>
<td>22.22%</td>
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# | COMMENT                                                                                                                                                                                                 | DATE                  |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1</td>
<td>I am not opposed to the location, even though I live reasonably close. I like the idea of a village heart. I personally am not opposed to a contemporary building but I would have liked some accommodation of the town hall e.g. materials, shapes.</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Necessary to functioning of community; need for more capacity of libraryx</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>3</td>
<td>Digital hub important for elderly residents and others??</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>4</td>
<td>This is an unnecessary expense. Less expensive options should have been considered</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>5</td>
<td>Bit late to do anything about this now. Hopefully it is long term. Should have kept the existing council offices and built the library and innovation centre elsewhere to spread services throughout the council area.</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>6</td>
<td>Should have been built at the tram barn site as its new location will cause even more traffic congestion and</td>
<td>5/24/2018 3:39 PM</td>
</tr>
</tbody>
</table>
Q9 Do you support the investment in George Whittle Reserve?

Answered: 9   Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>88.89%</td>
</tr>
<tr>
<td>No</td>
<td>0.00%</td>
</tr>
<tr>
<td>Unsure</td>
<td>11.11%</td>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Given the redevelopment along Churchill Road, probably a good idea.</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Need something on that side of Prospect</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>3</td>
<td>Consult to, include young families - not just skaters</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>4</td>
<td>The state government is happy to put in half so go for it. It seems like an area that could use it.</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>5</td>
<td>Needs a pedestrian crossing for safe access for youth using it</td>
<td>5/24/2018 3:39 PM</td>
</tr>
</tbody>
</table>
Q10 Do you support the investment in Prospect Road Undergrounding of Power lines?

Answered: 9   Skipped: 0

**ANSWER CHOICES**  
**RESPONSES**

| Yes   | 66.67%  | 6 |
| No    | 22.22%  | 2 |
| Unsure| 11.11%  | 1 |
| TOTAL |         | 9 |

**COMMENT**  
**DATE**

<table>
<thead>
<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>It looks good but why then go and string up tram lines.</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>This is not something that Council should be funding</td>
<td>5/24/2018 3:40 PM</td>
</tr>
<tr>
<td>3</td>
<td>Power lines are ugly. Finish the job.</td>
<td>5/24/2018 3:40 PM</td>
</tr>
</tbody>
</table>
Q11 Indicate where you would like the average residential rate increase to be set.

Answered: 9  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>No increase (cut services or a project, reduction of service levels)</td>
<td>33.33%</td>
</tr>
<tr>
<td>2.3% (reduction of service levels)</td>
<td>66.67%</td>
</tr>
<tr>
<td>3.2% (smaller reduction of service levels)</td>
<td>0.00%</td>
</tr>
<tr>
<td>3.5% (fund the draft Annual Business Plan)</td>
<td>0.00%</td>
</tr>
<tr>
<td>3.9% (reduce future borrowing and ensure that there is no reduction of service levels)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Higher amount (reduce future borrowing and provide options to increase service levels)</td>
<td>0.00%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>9</td>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>With removing Touroffic Prospect and scaling back the costs of the magazine.</td>
<td>5/24/2018 4:10 PM</td>
</tr>
<tr>
<td>2</td>
<td>Not sure Need to further consider service reduction/project work being cut in lieu of rate increase</td>
<td>5/24/2018 3:58 PM</td>
</tr>
<tr>
<td>3</td>
<td>Reduce staffing levels. We don't need rate increases when the value of housing so close to the city is going up.</td>
<td>5/24/2018 3:58 PM</td>
</tr>
<tr>
<td>4</td>
<td>Reduction via cancelling Touroffic party.</td>
<td>5/24/2018 3:55 PM</td>
</tr>
<tr>
<td>5</td>
<td>Delete the Touroffic and the Prospect Magazine and look keenly at other projects and make reductions in them.</td>
<td>5/24/2018 3:55 PM</td>
</tr>
<tr>
<td>6</td>
<td>Re-direct the touroffic funds to other areas eg waste collection to keep rate rise to minimum</td>
<td>5/24/2018 3:55 PM</td>
</tr>
<tr>
<td>7</td>
<td>2.5% when touroffic prospect and magazine are removed as per discussion.</td>
<td>5/24/2018 3:52 PM</td>
</tr>
<tr>
<td>8</td>
<td>Get rid of Touroffic and reducing cost of Prospect Newsletter</td>
<td>5/24/2018 3:47 PM</td>
</tr>
</tbody>
</table>
Q12 Please indicate your overall satisfaction with Council's draft Annual Business Plan

Answered: 9   Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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</thead>
<tbody>
<tr>
<td>Very Happy</td>
<td>0.00%</td>
</tr>
<tr>
<td>Happy</td>
<td>33.33%</td>
</tr>
<tr>
<td>Indifferent</td>
<td>22.22%</td>
</tr>
<tr>
<td>Not Happy</td>
<td>11.11%</td>
</tr>
<tr>
<td>Very Unhappy</td>
<td>11.11%</td>
</tr>
<tr>
<td>Unsure</td>
<td>22.22%</td>
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<tr>
<td><strong>TOTAL</strong></td>
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</table>
Q13 Please provide any other comment in response to the draft Annual Business Plan

<table>
<thead>
<tr>
<th></th>
<th>RESPONSES</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>KPI s are not measurable.... Please rectify. Currently most of them are information gathering only - not ratios.</td>
<td>5/24/2018 4:04 PM</td>
</tr>
<tr>
<td>2</td>
<td>Stop increasing rates beyond inflation. Stop taking out loans and paying interest. E.g., Undergrounding of cables is not urgent.</td>
<td>5/24/2018 4:02 PM</td>
</tr>
<tr>
<td>3</td>
<td>The redevelopment of Council premises should not have gone ahead. It has created an unsustainable expense which is being borne by ratepayers. Demolishing a ‘near new’ building to build the new one was a poor financial decision. Stronger performance measures should be included in the Business Plan. This</td>
<td>5/24/2018 4:02 PM</td>
</tr>
<tr>
<td>4</td>
<td>In general there are things that council has to do and they are covered. There are only a couple of things e.g. Tournific that can be dispensed with.</td>
<td>5/24/2018 4:00 PM</td>
</tr>
<tr>
<td>5</td>
<td>I think the focus group a good idea</td>
<td>5/24/2018 3:55 PM</td>
</tr>
</tbody>
</table>
Q1 Do you support the investment in our largest community event, Tourrific Prospect?

Answered: 8  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>37.50%</td>
</tr>
<tr>
<td>No</td>
<td>12.50%</td>
</tr>
<tr>
<td>Unsure</td>
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<th>#</th>
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<tbody>
<tr>
<td>1</td>
<td>Maybe consider another street event possible fringe related.</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>2</td>
<td>Yes it brings Prospect community together and benefits local businesses</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>3</td>
<td>Very expensive. Could be changed to weekends, or better time of year?</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>4</td>
<td>Enjoy community events but wonder about timing. Heat is a disincentive</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>5</td>
<td>Too expensive, cost should be half.</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>6</td>
<td>Could be another time of year, often too hot</td>
<td>5/24/2018 8:22 PM</td>
</tr>
<tr>
<td>7</td>
<td>Day of week limits effectiveness</td>
<td>5/24/2018 8:21 PM</td>
</tr>
</tbody>
</table>
Q2 Do you support Council providing two medium sized community events - Broadview Fair & Twilight Concerts?

Answered: 8    Skipped: 0

ANSWER CHOICES

<table>
<thead>
<tr>
<th>RESPONSES</th>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Unsure</td>
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RESPONSES

<table>
<thead>
<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Yes as a community building event</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>2</td>
<td>Have been to the fair but not the concerts.</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>3</td>
<td>Great to have an event on the eastern side of council now.</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>4</td>
<td>Yes to twilight no to broadview fair</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>5</td>
<td>High cost of spring fair, twilight good</td>
<td>5/24/2018 8:22 PM</td>
</tr>
<tr>
<td>6</td>
<td>Supportive of twilight not of Broadview</td>
<td>5/24/2018 8:21 PM</td>
</tr>
</tbody>
</table>
Q3 Do you support Council providing a schedule of live music events within Prospect Town Hall?

Answered: 8   Skipped: 0

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<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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<tbody>
<tr>
<td>Yes</td>
<td>37.50%</td>
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<tr>
<td>No</td>
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<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1</td>
<td>But consider various venues.</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>2</td>
<td>Provide a mix of different bands</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>3</td>
<td>Sounds very costly. Move to a better location?</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>4</td>
<td>Only hold if cost neutral or raising revenue</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>5</td>
<td>Should be cost neutral</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>6</td>
<td>Should be cost neutral</td>
<td>5/24/2018 8:22 PM</td>
</tr>
<tr>
<td>7</td>
<td>Good idea execution not getting the outcomes</td>
<td>5/24/2018 8:21 PM</td>
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Q4 Should Council support the commercial and retail sectors located within City of Prospect?

Answered: 8  Skipped: 0

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<td>No</td>
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<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1</td>
<td>Yes. Help grow local small businesses</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>2</td>
<td>Suits council positioning. Need to allocate some funds to Main North Rd</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>3</td>
<td>Consider looking at Main North Road</td>
<td>5/24/2018 8:22 PM</td>
</tr>
<tr>
<td>4</td>
<td>Helps sell the multitask young workforce and encourage new business model with less bottlenecks to start</td>
<td>5/24/2018 8:21 PM</td>
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</table>
Q5 Do you support the publication of Prospect Magazine?

Answered: 8  Skipped: 0

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<th>RESPONSES</th>
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<tr>
<td>No</td>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1</td>
<td>But consider digital access.</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>2</td>
<td>Good quality and informative</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>3</td>
<td>Great, but very expensive to produce. Maybe digital could be an option.</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>4</td>
<td>Enjoy the scale and scope of the Magazine. Like it printed. Would it be cheaper at pick up locations - eg shopping centres and cafes</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>5</td>
<td>Should be opt out and should should pick up not posted.</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>6</td>
<td>Like it, don’t post it, provide at cafes</td>
<td>5/24/2018 8:22 PM</td>
</tr>
<tr>
<td>7</td>
<td>Too costly for output, reduce costs with same info</td>
<td>5/24/2018 8:21 PM</td>
</tr>
</tbody>
</table>
Q6 Do you support Council's Community Transport program?

Answered: 8  Skipped: 0

### ANSWER CHOICES

<table>
<thead>
<tr>
<th>Choice</th>
<th>Responses</th>
<th>Percentage</th>
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<tr>
<td>Yes</td>
<td>6</td>
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<tr>
<td>No</td>
<td>0</td>
<td>0.00%</td>
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<tr>
<td>Unsure</td>
<td>2</td>
<td>25.00%</td>
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### COMMENTS

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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1</td>
<td>Can any changes be made to maximise the use of the service.</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>2</td>
<td>Could be utilised for other community groups</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>3</td>
<td>Seems very costly and only servicing a small portion of the community</td>
<td>5/24/2018 8:24 PM</td>
</tr>
<tr>
<td>4</td>
<td>Explore partnerships with NGOs. Advertise rental availability in Prospect Magazine</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>5</td>
<td>Winner do more of this</td>
<td>5/24/2018 8:23 PM</td>
</tr>
<tr>
<td>6</td>
<td>Could this be provided by charity or community groups</td>
<td>5/24/2018 8:22 PM</td>
</tr>
<tr>
<td>7</td>
<td>Great community initiative</td>
<td>5/24/2018 8:21 PM</td>
</tr>
</tbody>
</table>
Q7 Should the current standard of maintenance for our Roads, Footpaths, Storm Water infrastructure and Parks be maintained?

Answered: 8  Skipped: 0

Answer Choices

| RESPONSES | \( \text{Yes - the current standard of maintenance is OK (funded in the draft Annual Business Plan)} \) | 50.00% | 4 |
| RESPONSES | \( \text{No - the standard of maintenance needs to increase (would require a reduction to other areas of draft Annual Business Plan)} \) | 50.00% | 4 |
| RESPONSES | \( \text{No - the standard of maintenance needs to decrease (reduce overall expenditure for the draft Annual Business Plan)} \) | 0.00% | 0 |
| RESPONSES | \( \text{Unsure} \) | 0.00% | 0 |
| RESPONSES | TOTAL | 8 |

# | COMMENT | DATE
1 | Road and footpath maintenance generally good. Need more main street trees. Seek prioritisation of Broadview Oval Club upgrade to serve more of the local community (eg public cafe and good outdoor seating). | 5/24/2018 8:57 PM
2 | Some safety issues re speed limit e.g Highbury str. 50km/h | 5/24/2018 8:56 PM
3 | I would like to see more consistency in the aesthetics of kerbs and landscapes. More support for kerbside landscape. | 5/24/2018 8:56 PM
4 | Seems to be the same streets they get all the money. More money for street gardens. | 5/24/2018 8:56 PM
5 | The council is kept in excellent condition with significant improvements seen | 5/24/2018 8:55 PM
Q8 Do you support development of the Community Hub, Library and Innovation Centre (CLIC)?

Answered: 8   Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
<td>50.00%</td>
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<tr>
<td>No</td>
<td>37.50%</td>
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<tr>
<td>Unsure</td>
<td>12.50%</td>
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</table>

TOTAL 8

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<thead>
<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>I was disappointed with site choice but hope that it is well developed given size of expense. Q</td>
<td>5/24/2018 8:57 PM</td>
</tr>
<tr>
<td>2</td>
<td>Costs too much, further from home, looks ugly</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>3</td>
<td>Looks good.</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>4</td>
<td>Great project need more carparks</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>5</td>
<td>Seems high cost for the benefit.</td>
<td>5/24/2018 8:55 PM</td>
</tr>
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</table>
Q9 Do you support the investment in George Whittle Reserve?

Answered: 8   Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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<tbody>
<tr>
<td>Yes</td>
<td>75.00%</td>
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<tr>
<td>No</td>
<td>12.50%</td>
</tr>
<tr>
<td>Unsure</td>
<td>12.50%</td>
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<td>TOTAL</td>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Other priorities, far away from me</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>2</td>
<td>Great idea. Currently looks a bit scary.</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>3</td>
<td>Unaware of its location. Need to invest more equipment to accomodate children with special needs.</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>4</td>
<td>High use park, good target for benefit</td>
<td>5/24/2018 8:55 PM</td>
</tr>
</tbody>
</table>
Q10 Do you support the investment in Prospect Road Undergrounding of Power lines?

Answered: 8   Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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<tbody>
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<td>Yes</td>
<td>62.50%</td>
</tr>
<tr>
<td>No</td>
<td>25.00%</td>
</tr>
<tr>
<td>Unsure</td>
<td>12.50%</td>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Yes, on basis of cost sharing in defined time. Otherwise would prefer money spent on Broadview Oval.</td>
<td>5/24/2018 8:57 PM</td>
</tr>
<tr>
<td>2</td>
<td>Not worth cost, other priorities</td>
<td>5/24/2018 8:56 PM</td>
</tr>
<tr>
<td>3</td>
<td>Tops off a lovely street</td>
<td>5/24/2018 8:55 PM</td>
</tr>
</tbody>
</table>
Q11 Indicate where you would like the average residential rate increase to be set.

Answered: 8  Skipped: 0

<table>
<thead>
<tr>
<th>ANSWER CHOICES</th>
<th>RESPONSES</th>
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<tbody>
<tr>
<td>No increase (cut services or a project, reduction of service levels)</td>
<td>12.50%</td>
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<tr>
<td>2.3% (reduction of service levels)</td>
<td>25.00%</td>
</tr>
<tr>
<td>3.2% (smaller reduction of service levels)</td>
<td>37.50%</td>
</tr>
<tr>
<td>3.5% (fund the draft Annual Business Plan)</td>
<td>25.00%</td>
</tr>
<tr>
<td>3.9% (reduce future borrowing and ensure that there is no reduction of service levels)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Higher amount (reduce future borrowing and provide options to increase service levels)</td>
<td>0.00%</td>
</tr>
<tr>
<td>TOTAL</td>
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<tr>
<th>#</th>
<th>COMMENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1</td>
<td>Charge more money to the developers</td>
<td>5/24/2018 9:02 PM</td>
</tr>
<tr>
<td>2</td>
<td>Other funding options should be considered, costs cut where possible</td>
<td>5/24/2018 9:01 PM</td>
</tr>
<tr>
<td>3</td>
<td>High cost, but great Service level</td>
<td>5/24/2018 8:59 PM</td>
</tr>
</tbody>
</table>
Q12 Please indicate your overall satisfaction with Council's draft Annual Business Plan

Answered: 8  Skipped: 0

**ANSWER CHOICES** | **RESPONSES**
--- | ---
Very Happy | 0.00% 0
Happy | 37.50% 3
Indifferent | 12.50% 1
Not Happy | 25.00% 2
Very Unhappy | 0.00% 0
Unsure | 25.00% 2
TOTAL | 8
Q13 Please provide any other comment in response to the draft Annual Business Plan

Answered: 5    Skipped: 3

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<tr>
<th>#</th>
<th>RESPONSES</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>What are the timeframes for developments to commence from council approvals? Need more carparks to accommodate the increase of residential apartments and commercial business use.</td>
<td>5/24/2018 9:06 PM</td>
</tr>
<tr>
<td>2</td>
<td>Yet again unbalanced budget for West of Main North Road. Too much money on CLIC, Prospect magazine, 5082</td>
<td>5/24/2018 9:03 PM</td>
</tr>
<tr>
<td>3</td>
<td>Will read the plan. General concepts discussed are sound.</td>
<td>5/24/2018 9:03 PM</td>
</tr>
<tr>
<td>4</td>
<td>Would like to have information about developments such as Prospect Council building available before approval of the plan</td>
<td>5/24/2018 9:02 PM</td>
</tr>
<tr>
<td>5</td>
<td>Good balance, great council, some minor adjustment in priorities focus on enhancing art and cultural feel would be helpful.</td>
<td>5/24/2018 9:02 PM</td>
</tr>
</tbody>
</table>
Notes taken from Afternoon and Evening Focus Groups

Introduction

- “Where does each $100 go?” infographic – needs more detail, include breakdown of costs. Not informative enough. Hard to read small print.
- Increase rates by 2.75% whether it’s needed or not (property rates increase slide)
- Churchill Road work – was that responsible for the high rate increase?
- Investments seem very low – any chance of increasing those?
- What is the status of the tram barn site? *(Staff: EoI process completed, confidential phase)*
- Revenue mix – rate portion for City of Prospect higher compared with other Councils – please explain
- High density housing – what impact will that have on rates? *(Staff: Will bring additional rates)*
- Are forward estimates taking into account rate capping? Will rate capping have any effect on this year’s budget? *(Staff: No impact this year)*
- Risk management of rate capping – has this been built into Plan?
- Information provided on recycling and China Sword policy by member of group who works for the Environmental Protection Authority.

Question 1: Tourrific

- Is it a given? What is the net cost? What % of the budget is it? How many people attend?
- Do traders who benefit contribute anything to it?
- What do Prospect Road businesses say about the event?
- Evidence base – is data being collected on where people come from, how businesses benefit?
- Matter of priorities. I live close to Prospect Road and find it inconvenient. Not all businesses benefit.
- It may benefit business but we don’t go, nor do any of our neighbours. We all think it’s a waste of money.
- Does it really cost $250,000? Surprising! If running a business you wouldn’t want to rest your laurels on that
- What is the cost per household? How does it compare with the Fair?
- We can’t afford Tourrific
- I think it should be one of the first things to knock off
- I think it’s a great event but we can’t afford it this time
- Tourrific is nice to have but I find it hard to support
- Now we have the cinema to attract people to Prospect Road
- We are close to the city – they have events we can attend
- Feel it’s a bit tired now – needs revamping
- Suggest we increase the community grants budget to allow community to grow community/express a sense of community/celebrate living in our community. Council staff could work with people who want to develop projects. This would be more sustainable and would fit better with the strategic plan.
- We need something that binds Prospect together – Tourrific creates a sense of community. It has a symbolic value and I feel proud of this event.
- My kids love it, it’s their favourite event of the year, better than Christmas. It’s a fantastic event that brings the community together.
- Great atmosphere, creates an awareness of our City
- Prospect is attractive because of its arts, cultural and music vibe
• Is this a “fait accompli”? Have we entered into a contract with Tour Down Under? What does it mean to be listed as an official Tour Down Under event?
• Without a stage start, is it possible to move it to a different night (eg Saturday)?
• Does it really have to be done as part of the Tour Down Under? Think we would get just as many people at another time of year. Think more people would come if held on weekend (don’t have to get up and go to work next day)
• We could piggy back off the Fringe
• Like the event but don’t think it needs to be tied to Tour Down Under.

Some people love it, others don’t. Many feel we can’t afford it. Some question its benefits, others question its association with the Tour Down Under.

Question 2: Broadview Fair and Twilight Concerts
• Most people, but not all, had heard of the Fair
• Is the Fair sponsored? Any offset funding?
• Fair is more community focussed than Tourrific
• I volunteered at the Broadview Spring Fair and received very positive feedback from people attending
• Do Council work with community groups to let them know about the Fair?
• Dog theme last year was very successful – will it be cats this year? Cats also need to be micro-chipped.
• Suggest fees for the Fair are minimal/free for community groups
• What is the cost of the Fair?
• What is the cost of the Twilight Concerts?
• Don’t like that the questions are differentiated (Tourrific/Fair and Twilights)
• Who determines who plays at the Twilight Concerts?
• Think the Twilights are great

People like the community focus of the Fair and Twilights

Question 3: Live Music Events in Town Hall
• Some people, but not all, had heard of Club 5082
• Are all the bands local?
• Could we get some better bands?
• Does it generate much interest?
• Does it cost Council to run it?
• How much does it cost to run? I presume not much.
• Should be cost neutral
• Does it provide work experience opportunities for young people?
• How many young people are actually involved?
• Kids don’t get anything out of it
• Been to a couple but didn’t stay – bad vibe, not friendly
• Venue doesn’t have a good vibe, would be better in Tempest or old Church
• Fully supportive of it. Provides activity in the heart of Prospect
• Suggest subsidise cafes to open on public holidays instead to activate Prospect Road
• People were generally supportive of Club 5082 (afternoon group)

People wanted minimal money spent on this and wanted young people to benefit in some way.
Some thought a new venue may have a better vibe.
Question 4: Support for retail and commercial sectors

- Is the wi-fi working now on Prospect Road?
- Should we really be supporting free public wi-fi because of all the security issues?
- What is the risk to Council of providing free public wi-fi? Should Council be responsible for warning people of the risk?
- Does a warning come up first before people use it (public wi-fi)? We need to prevent risk to community.
- How much does it cost to maintain the public wi-fi each year? Can we measure usage of it? How much is being used? Are we getting value for money?
- High speed broadband has brought people to Prospect, making it a more desirable location
- Hard decision to decide to support it or not (public wi-fi) because don’t know if getting value for investment
- Too heavily focussed on Prospect Road. Needs to also focus on Main North Road and Churchill Road
- Does the budget fund the Main North Road Masterplan? (Staff: No). Main North Road is a gateway – needs attention
- Are wards evenly represented or are there more Councillors representing Prospect Road?

There were some concerns about risk to users of the public wi-fi in Village Heart. There was a desire to see Main North Road and Churchill Road receive support and attention – not just Prospect Road.

Question 5: Prospect Magazine

- Waste of money
- Expensive PR exercise
- Not informative
- Very expensive, not informative
- Expensive to produce
- How much does the Magazine cost? Why isn’t it cost neutral?
- Lots of advertising in it – how much does this cover of the production costs?
- Who actually reads it?
- Can’t track readership – think a lot of people just bin it and don’t t read it
- Looks nice but a bit too nice – are we spending too much on making it “flashy”
- Glossy – could be done differently ie, column in Messenger – many other Councils have a column in the Messenger- it’s timely and informative.
- Discussion about Messenger (not everyone gets it delivered to them, don’t like new format – hard to read, doesn’t have much about City of Prospect, don’t want to have to pay Murdoch to access this information)
- Not enough community stuff in there. Needs to be more community based.
- Is it free to put things in there?
- Need to ask residents and community groups to contribute articles
- People should have option re getting hard copy or accessing online
- Suggest people who want hard copies get them from collection points throughout City (ie Civic Centre, Library, shopping centres, cafes etc…)
- How much does it cost to post it? Noticed our postage costs have significantly increased over the last few years
- Like it x2
- Informative
- Like format
- Useful for older people who don’t have internet
Annual Business Plan 2018 – 2019 Consultation

- Is it available on website?
- Does it go to every household?
- Could we have a system where can elect to get it digitally?
- Suggest conduct a survey and ask if people want it in print, want it digitally, don’t want it, how many times a year want it
- Is a lot of the cost postage?
- Suggest have collection points rather than post out

Like Tournific, some people love it others don’t. Many feel it’s too costly to produce. Some feel it needs more community content. Some would like to access it on line with hard copies available at collection points to save on postage.

Question 6: Community Transport
- Was the bus purchased with HACC funding?
- Do we get funding for community transport?
- What does it cost?
- Is there opportunity to cost share with other Councils such as Walkerville?
- Could we hire bus out when it’s not being used? This should be promoted in the Magazine.
- Could Council get a community group to run this service?
- What’s the take up of this service?
- Is the bus more cost effective than providing taxis for individuals?
- Social interaction is an important benefit of the community bus
- It’s about community wellbeing
- Is it available to other people who aren’t elderly?
- Can we expand the program so more people are engaged with it?
- Essential, we must have them (the buses)

The community transport program was seen as important to the wellbeing our older residents. Some would like to see it expanded to engage with others in our community.

Question 7: Maintenance of Roads, Footpaths, Storm Water Infrastructure and Parks
- Concerned asset management plan getting pushed out because of competing priorities
- Has Tournific been at the expense of our core business (roads, rates, rubbish)?
- Has there been an assessment of our footpaths? (Staff: yes, that work is informing the new asset management plan)
- Many footpaths are uneven and pose risk
- Footpaths maintained very well over the years
- Maintenance fine but upgrades not
- Seems less money is being spent on maintenance
- Council assets – what framework is in place to encourage and maximise community usage of these? Perceived historical ownership for some buildings which is preventing other new groups from coming in.
- Community groups don’t want to spend money revamping Council property
- When will Broadview Oval redevelopment be done?
- Who owns and uses the clubrooms at Broadview Oval?
- Concerned about money being spent on Prospect Road at detriment to other areas (Staff: Money being spent on Prospect Road is due to undergrounding of powerlines)
- Will Council be introducing one way streets to manage traffic in narrow streets?
- What’s currently happening with Prospect Road? (Staff: DPTI work)
- Highbury Street – Safety issue – want road humps to slow traffic because of school. Lots of litter also.
- Happy with roads and parks – kept clean and mowed
- Concern- new plants put in during hot weather and died – replanted – inefficient.
- Johns Road end of Prospect Road needs more trees – needs green
- Inconsistency throughout Council – some areas green, others not
- Vege Verge – Why hasn’t his been included in budget? Several people said they heard about it, applied for it but the funds had run out so they couldn’t access it. Must have been popular so why not continue it?
- Storm water rejuvenation – how long will it continue?
- Fund my Community – low number of applications in City of Prospect
- Some discussion about tramline – pros and cons – not in budget so discussion ended by facilitator

People were generally satisfied with the level of maintenance in our City but some would like to see more greenery. Many had concerns about traffic management issues.

Question 8: CLIC
- Everyone present had heard about CLIC
- Why are you asking this question when it’s already happening? It’s a bit late to be asking this!
- Waste of time giving an opinion on this because it’s already done.
- Our ability to influence things through consultation is minimal, “falls on deaf ears”
- Why have this question? We can’t influence it
- What is subject to influence?
- What are “civic facilities”
- Against it, poor decision
- Disappointed Council has diminished our asset base
- Seems like a waste of money
- Think could have been done a lot cheaper
- Everyone on Main North Road side upset moving to Prospect Road
- Didn’t know the Library was here, will be more visible on Prospect Road
- Will there be staffing increases?
- Will CLIC integrate with the Town Hall?
- CLIC is ugly, the two buildings don’t work together. It’s obvious we got the same architect as Walkerville.
- CLIC looks like a car park
- Adding to traffic congestion in the area and increasing parking pressure
- Where will car park be? Not enough car parking on/around Prospect Road
- Car parking – concern not enough
- Think car parking will be a big problem
- Concerned about the commercial aspect of it. Don’t want to subsidise business. Hope Council has values around the business that locates there
- Should have had community members on a group to develop Council’s Community Consultation Policy (Staff: Councils new Community Consultation and Engagement Policy will be open for community comment soon)

Some people resented being asked this question as they felt it could not influence any decision of Council now. Many people were concerned about traffic management issues (mainly car parking) for the new CLIC.
Question 9: George Whittle Reserve Redevelopment

- Are there local groups having input into this?
- Need to have input from families with young children as well as skaters
- Need a pedestrian crossing so youth can safely cross road
- Small mixed use space is safer
- Concern open to Churchill Road
- I live in Clifton Street and didn’t know about the consultation happening on Saturday
- Will there be facilities for children with special needs?
- Want to see nature play included
- Car park full of skaters – why not make it bigger?
- Have both youth and kids activities

People were generally supportive of the redevelopment and wanted the area to cater for both children and youth.

Question 10: Prospect Road Undergrounding of Powerlines

No comments recorded for afternoon group because I was out of room

How does it benefit people?
What is the timeframe to access funding? Does it need to be this year?
Visually its consistent and looks better

Question 11: Rate increase level

- If we don’t have Tourrific, could we reduce rates?
- Offensive to justify 3.5% because of recycling costs when could knock off Tourrific and Prospect Magazine
- Want Tourrific and Magazine funds redirected to cover recycling
- If get rid of Tourrific then need to increase community grants gradually over time
- Can you confirm that if we get rid of Tourrific and Magazine this would offset increase in recycling costs (Staff: Yes, reduction of 1.5%)
- Waste management is not really causing the increase in rates – even with the increase caused by China, cost will be less than last year
- Many people are struggling financially, there will be a lot of resistance to 3.5%
- Not going to make any difference. Already a done deal. Consultation makes no difference.
- We have high rates compared to other Councils. Not a fan to keep pushing the envelope with new projects and increasing rates
- Are we really paying $900,000 interest? (Staff: yes). What would the rates be if we didn’t have to pay interest, if we had waited to do projects until we had the money?
- New high density development was sold on it would reduce rates – this hasn’t happened, rates keep going up.
- Residents suffer as a result of developers
- Parking Fund on Prospect Road – are people contributing to it as they should be?
- Is Council considering charging developers more money to cover costs?
- How often are contributions being made to the car parking fund and open space fund?
- Are there any plans to charge for parking (metred parking)?
- Not enough car parking around new developments
- Concern – traffic management
- City of Prospect is now the place people want to move to, people want to be here
- Service provision is high
As a small Council are we viable? Is it time for an amalgamation? Is City of Prospect sustainable?

People generally want Council to reduce the number of projects undertaken to keep rate increases low. Tourrific and the Magazine were identified as projects which could be cut. Some questioned why rates had not been lower due to the additional revenue raised by the new high density developments.

Question 12: Overall satisfaction

- Strategic plan has inadequate performance measures. KPI’s are not measurable
- Not everything can be measured
- “Happy” is not the right word to describe ABP
- Is the tram barn itself part of the sale?
- What is the timeframe on developments? Buildings are knocked down and left vacant for long periods.
COMBINED COMMENTS

Community Consultation Public Meeting

Tuesday, 29 May 2018

Attendees at the beginning of the meeting:
Public: 5
Elected Members: 3
Staff: 8

- Some discussion about the ability of Council to increase income from the recent property development.
  - Impact on planning income resulting from changes to planning legislation i.e. the use of private certifiers.

- Comments about:
  - Tourrific Prospect and Prospect Magazine should be cut during this year of increased expenses.
  - The benefit that is gained from the support given to local business at a time when there are many other demands upon limited available budget.
  - Business don't necessarily bring a lot of rates in and yet a lot of money is committed.
  - Needs to be more monetary constraint during a year where there are additional expenses.
  - Council seems to have ‘too many things on the go’. Should focus upon during less, more efficiently and effectively.
  - Masterplans on hold this year which is a good thing.
  - We need to react to peaks and troughs of priorities. ‘Nice to haves’ should be delayed when ‘must haves’ are urgent.
  - Service levels for street maintenance should increase
    - Autumn brings the need for road and pathway sweeping / seasonal priorities.
    - The condition of pathways is inconsistent, many uneven pavers.
      - Example given – Resident rang Council and requested leaves be collected. Had to ring back to get leaves blown off footpaths and re-swept. If it had been done right the first time it would have saved money
    - The combination of lifting pavers, leaf litter and pooling water creates a safety hazard.
Parking availability on Prospect Road is becoming increasingly more difficult and will be further exacerbated with construction of the new CLIC facility.

There is a need to improve the ‘turnaround time’ when responding to residents.

- There is not a lot of clarity within the Annual Business Plan to describe:
  - The timeline of the Asset Management Plan
  - Where in the budget deals with pot-holes?
  - CLIC project and its processes.
  - What happens if CLIC budget blowout? What contingencies are in place?

- Community Consultation across the range of services and projects conducted by Council needs to improve:
  - Consultation re George Whittle should have included a mail-out to surrounding residential properties.
  - What is the plan for 93 Charles Street?
  - Concern that no one turned up at this public meeting (five people).
  - Lack of response back to participants when this was promised.
  - Rethink how we can better engage with the public.
  - The intent of consultations when decisions on projects have already been made/committed.
  - Feedback ignored – E.g. Despite year on year objecting to Tourrific Event (especially where there is no stage start) and Prospect Magazine, Council ignores the feedback.
  - Residents survey indicted 70% residents dissatisfied with communications with Elected Members
  - Small groups consultations are best as they create the opportunity for detailed discussion and feedback.
  - Elected Members need to better connect with their community.
  - Desire to see Elected Members consult more ‘bring back door knocking’, etc.
  - Disappointed that more people didn't attend the meeting. “Does this suggest disengagement by the community after many years of not being listened too rather than acceptance of the budget?”
Leasing and Licencing Policy
1 Purpose

1.1 The Leasing and Licencing Policy (the Policy) aims to provide a structured and consistent approach to the management of Council’s Lease and Licence Agreements for the use of Community Facilities, operational buildings, land, residential investments and infrastructure.

1.2 This Policy is intentionally silent on casual hire, limited term hire or Council use of Facilities as these will be managed through a permit and booking system by the Venues Coordinator (or similar).

2 Definitions

2.1 Agreement pertains to a legal agreement in the form of a lease or licence made between Council and an organisation for exclusive or part use of a community facility for a period of time in excess of 12 months.

2.2 Schedule pertains to the terms and conditions specific to the agreement made between Council and an organisation for use of a Community Facility. The Schedule forms part of the lease or licence Agreement.

2.3 Locally Based means a majority of members are City of Prospect residents.

2.4 Not-for-profit organisations are incorporated associations whose primary objective is service to the community rather than profit. Organisations wishing to have their Not-for-profit status recognised when using a Community Facility will need to demonstrate their status via a declaration within their Constitution which is then made available to Council.

2.5 Organisation with approved community benefit (Community Benefit) means an Organisation which has been granted such status by Council in recognition of their benefit to the community, alignment with Strategic Plan or other substantive
consideration. Such status may be granted on merit during the application for Agreement process and subsequently reviewed from time to time.

2.6 **Community Facilities** are Council properties which may include halls, ovals, open space, playing fields, clubrooms, courts, car parks, spectator facilities and/or any combination of the above.

2.7 **Tenant** means a Licencee or Lessee irrespective of the object of the Agreement (i.e. whether building or hoarding). In the case of a multi-user Agreement it means the head Lessee/Licencee or Management Committee as applicable.

2.8 All other terms with a specific definition as indicated by a capitalised first letter directly reference Definitions set out in the standardised lease or licence Agreement.

3 **Scope**

3.1 The Policy relates to Lease and Licence Agreements for use of Community Facilities in the City of Prospect.

4 **Legislative and Corporate Requirements**

4.1 In adopting the Policy it is recognised that there are specific legislative requirements to be met. These include the:

- *Development Act 1993*
- *Environment Protection Act 1993*
- *Retail and Commercial Leases Act 1995*
- *Local Government Act 1999 (Section 202) – Alienation of community land by lease or licence*

and their respective subordinate Regulations in South Australia.

4.2 The *Local Government Act 1999* is critical to the basis of leasing and licencing over community land, including community facilities, specifically:

“...Alienation of community land by lease or licence.

(1) A council may grant a lease or licence over community land (including community land that is, or forms part of, a park or reserve).

(2) Before the council grants a lease or licence relating to community land, it must follow the relevant steps set out in its public consultation policy.

(3) However, a council need not comply with the requirements of subsection (2) if —

(a) the grant of the lease or licence is authorised in an approved management plan for the land and the term of the proposed lease or licence is five years or less; or
(b) the regulations provide, in the circumstances of the case, for an exemption from compliance with a public consultation policy.

(4) A lease or licence is to be granted or renewed for a term (not exceeding 42 years) stated in the lease or licence.

(4a) Subsection (4) does not prevent a lease or licence being granted at the expiration of 42 years (subject to the requirements of this Act or any other Law)

(5) A lease or licence may provide for—

(a) the erection or removal of buildings and other structures for the purpose of activities conducted under the lease or licence;

(b) the exclusion, removal or regulation of persons, vehicles or animals from or on the land, and the imposition of admission or other charges;

(c) any other matter relevant to the use or maintenance of the land.

(6) A lease or licence must be consistent with any relevant management plan...”

5 Policy Statement

This Policy will deal with three separate perspectives on leasing and licencing of Council owned land, assets and infrastructure.

Community Land and Community Facilities

Council is committed to providing a range of Community Facilities and will manage access to such facilities by entering into lease or licence agreements with tenants. Managing those relationships and our assets in this manner encourages the health and wellbeing of our community within an equitable, transparent and responsible framework. There are legislative implications unique to Community Land specifically.

Council owned infrastructure (not building class)

Council will also consider lease or licence agreement proposals over other Council owned infrastructure, such as hoardings, on a merit basis. Note that this Policy is subordinate to Development Approval and other regulatory systems governing infrastructure use.

Operational land and buildings

Leases and licences over operational land or buildings will be negotiated on a merit basis.

5.1 Principles of the Policy

5.1.1 Council will prioritise access for use and occupancy of its Community Facilities with Locally Based, Not-for-profit and Organisations with Approved Community Benefit preference over other proposals.
5.1.2 Agreements for occupancy of any Council owned building, land or infrastructure will otherwise be offered on equitable terms and conditions set out in this Policy.

5.1.3 Council will work in partnership with the organisations set out in 5.1.1 to provide opportunities for all members of the community to participate in a range of social and health oriented activities.

5.1.4 Council will ensure that its facilities are maintained to an appropriate standard through the terms and conditions of the Agreement. These terms and conditions will be supported through regular asset condition inspections. Overall asset maintenance will be planned in conjunction with a Building Management Plan.

5.1.5 Council will apply fees in accordance with Appendix A, Baseline fee calculation, and the directives in this Policy. Note that fees are charged as a sum of relevant considerations under B1 and B2 and B3 of Appendix A.

5.1.6 Compliance with the Development Act, 1993 and Council’s Development Plan, as well as all other relevant legislation, is compulsory under the Agreement.

5.1.7 Any proposed use of the facility submitted for consideration must be appropriate to the fitout and location of the facility.

5.1.8 Council will have regard to best value for money by ensuring:

5.1.7.1 a user-pays system is adopted in managing community assets

5.1.7.2 newly built assets are offered for occupancy under an expression of interest process which will be weighted to take into account the proposed use, community benefit, return on investment and strategic fit, whilst accommodating support of Locally Based Not-for-profit organisations and/or Locally Based Organisations with Community Benefit who may apply

5.1.7.3 occupational Terms (periods of tenure) are applied in line with the provisions of the Local Government Act, 1999 and the Retail and Commercial Tenancies Act, 1995. Terms will be considered on an asset by asset merit basis

5.1.7.4 occupation of the Premises with subsidised fees – formerly known as a ‘peppercorn arrangement’ – will be granted for no longer than ten (10) years at a time, giving provision for Council to reassess the needs of the community and its own portfolio needs periodically. Council may consider a twenty year (10 plus 10) Term if an appropriate, fully costed asset improvement plan is provided by the applicant

5.1.7.5 occupation of the Premises under an agreement offering subsidised fees must include mandatory compliance with the Maintenance Schedule provided in Appendix B, which will be incorporated into the Agreement. If these maintenance obligations are not included as an Appendix to the Agreement, full market rental fees will be applied
5.1.7.6 The Maintenance Schedule is drawn on the basis

- that Council supplies a building which complies with the Building Code at the time of construction; and
- that the occupier will bear the cost of any legislative, industry or user specific requirements to allow their occupation and chosen use; and
- that the occupier will maintain the asset to a basic expectation in return for low annual rental fees; and
- improvements to the asset are subject to the Development Act and Building Rules; and
- improvements are the responsibility of the tenant unless otherwise agreed by Council following budget deliberation; and
- improvements and refurbishments must be approved by Council; and
- that this user-pays system defrays the cost burden to the ratepayer.

6 Application of Policy

6.1 Approved applicants will be granted a lease or licence to use Council owned facilities or infrastructure in accordance with Table 1 (below).

6.2 A lease will only be entered into when a tenant has exclusive use of a building at all times.

6.3 In all other circumstances a licence is a more appropriate arrangement.

Table 1: Framework for Providing Formal Agreements

<table>
<thead>
<tr>
<th>Type of group or activity</th>
<th>Type of Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exclusive commercial or residential use</td>
<td>Lease</td>
</tr>
<tr>
<td>Exclusive occupation by a singular community organisation</td>
<td>Lease</td>
</tr>
<tr>
<td>Management Committee</td>
<td>Licence</td>
</tr>
<tr>
<td>Groups that have regular non-exclusive access to Council facilities</td>
<td>Licence</td>
</tr>
<tr>
<td>Community or recreation groups that seasonally occupy a premises</td>
<td>Seasonal Licence / Licence</td>
</tr>
<tr>
<td>Groups or people that use a facility on other basis which does not requires exclusive year round- or season long access</td>
<td>Hire agreement (not provided under this Policy)</td>
</tr>
<tr>
<td>Council use of asset</td>
<td>Internal booking/ hire agreement (not provided under this Policy)</td>
</tr>
</tbody>
</table>

6.4 Leases or licences granted for 5 years or more are subject to compulsory community consultation under the Local Government Act, 1999.

6.5 There is no compulsory consultation requirement for Agreements over operational land or buildings.
6.6 Agreements over infrastructure in the public realm should be subject to consultation, without disclosure of commercial in confidence information. Infrastructure on operational sites will not be subject to consultation.

6.7 Where appropriate, a separate lease and licence may be issued over buildings and playing fields to genuinely and transparently reflect community access and exclusion.

6.8 Playing fields will be used under Licence only.

6.9 Residential and commercial (market based) leases will be managed by an external (third party) registered real estate agent. If the Premises is located on Community Land compliance with all aspects of the Local Government Act, 1999 - including execution of the lease and subsequent management - is paramount.

6.10 All other Agreements will be managed by Council.

6.11 A standardised document shall be used to draw all Agreements unless a market-based agreement is entered into. Council shall have the right to attach a Schedule to any lease or licence agreement setting out special conditions, fees or concessions as appropriate. A template document is attached as Attachment C.

6.12 Not-for-profit, Community Benefit and Locally Based organisations may be offered subsidised lease/licence fees over buildings only.

6.13 Under the terms of any Agreement offering subsidised rent, the occupant will be responsible for all non-structural maintenance of the Premises. Within the Agreement, the Premises is defined as including, but not limited to, shedding, fencing, shade structures and vegetation within the leased area. The lower lease fee reflects the onus of maintenance obligations (refer Appendix B).

6.14 Under any Agreement, should Council services be sought to provide maintenance or other services which are the responsibility of the occupant under the agreement, Council shall recoup the full cost of providing those services.

6.15 Tenants will be responsible for utility connections and consumption. Where utilities or amenities are made available to the wider public from the facility, or where a common access point is shared between Council and the organisation, the contribution of the organisation towards this cost will be negotiated and outlined in the Schedule attached to the agreement.

6.16 If separate metering is required to quantify the consumption and use of services the onus is on the tenant to arrange for the appropriate purchase and installation, following the directives set out in the agreement for works on the Premises.

6.17 Tenants are not entitled to alter the facility, land or infrastructure in any way without the express written permission of Council, which will not be unreasonably withheld but may be subject to community consultation.

6.18 Tenants are not exempted from any statutory processes by virtue of occupying a Council owned facility or using Council owned infrastructure.

6.19 Tenants are expected to pay for the preparation of plans, specifications and all professional service fees for any proposed developments or improvements to be made
to the facility at their request. The tenant is able to apply to Council for such fees to be retrospectively reimbursed on a merit basis.

6.20 Any Council funding requested for redevelopment, refurbishment, improvement, expansion or construction of infrastructure or buildings is subject to the annual budget process and annual business plan for Council.

6.21 Appropriate fees will be charged for Lease or Licence Agreements over facilities other than buildings, such as tennis courts and playing fields (see Appendix A). These fees will reflect genuine maintenance costs, but may be captured as a sinking fund arrangement rather than revenue paid to Council. Where a sinking fund option is implemented through the Agreement, the tenant contribution must be sufficient to ensure there is no cost borne by Council or the community.

6.22 Prior to a Lease or Licence Agreement being executed a condition statement shall be produced to determine the condition of the facility or infrastructure at the time of the agreement being made with the organisation.

6.23 Council shall delegate full authority for the negotiation of agreements to the Chief Executive Officer or their nominee. Authority to approve the schedule and to sign and seal (execute) the Agreement shall remain vested in Council.

6.24 Where practicable at least three months prior to the commencement of a new agreement, or if applicable under 6.25 the Renewal of an existing Agreement, a report shall be presented to Council providing the following information:

- The organisation’s financial position and capacity to pay;
- The number of members and participants;
- The number of members and participants based in the City of Prospect;
- An accurately recorded breakdown of contribution to date (financial and in-kind) of the organisation to the maintenance and development of the facility, endorsed by a certified Accountant;
- Whether the activity is available elsewhere in Prospect;
- Whether the organisation caters for or targets groups with special needs;
- Whether the facility is shared and/or is able to be accessed by the community;
- Whether the organisation operates in an environmentally sustainable manner;
- The cost to Council of maintaining the facility;
- Whether any Agreement breach notices, expiations, non-compliance or offence notices have been issued to the applicant at the subject or other sites;
- The proposed fee to be charged for use of the facility – refer Appendix A.

6.25 All agreement Terms (periods of tenure) must be compliant with the Retail and Commercial Leases Act, 1995 (or Residential Tenancies Act, 1995 where applicable) and, where the subject Premises is on Community Land or in the public realm, the Local Government Act, 1999.

6.26 Proposed Terms will be assessed on merit.

6.27 Annual automatic rental indexations in line with the Consumer Price Index for Adelaide all areas for the previous financial year will be applied at each lease anniversary unless otherwise specified in the Agreement.
6.28 Renewals of Agreement, set out in the Schedule of the Agreement, will be executable by the Chief Executive Officer or their nominee unless:

a) the organisation is in default (breach) of any condition of the Agreement;
b) the organisation has received an expiation, non-compliance notice or Order in relation to their occupation of the facility or their operation as an organisation;
c) Council administration wishes to negotiate new terms or conditions;
d) the organisation loses its not-for-profit, charitable or Community Benefit status

If any of the above conditions apply, a report shall be presented to Council in accordance with 6.24 and must propose a recommended action.

6.29 All Premises are subject to an annual tenancy inspection as a minimum.

6.30 Provision for inspection, breach, redevelopment, termination and recovery of debt are not set out in this Policy but are directed by legislation and incorporated into the Agreements.

6.31 Tenants are encouraged to consider sub-licensing arrangements which enhance, complement or diversify existing services to the benefit of the community.

6.32 A sub-licence must not be used to generate a profit from a community owned asset but can be used to offset operational costs and may include creation of/ contributions to a sinking fund for asset improvement.

6.33 Tenants must seek written permission from Council prior to entering into any agreement with another organisation for use of the facility, land or infrastructure. This does not extend to single use hire (event hire) of a facility.

6.34 All applications for consent made under clause 6.30 will be assessed on merit including points 6.29 and 6.30 (above) and direct assessment against the Strategic Plan outcomes and targets.

6.35 Consent may require a Report to Council at the discretion of the Chief Executive Officer or if so directed under the Local Government Act, 1999.

6.36 Council will endeavour to preference proposals for multiple tenancies and/ or sub-licensing which invigorate the vicinity and increase engagement through broader service/ activity offerings or extended operating hours.

6.37 In the interest of supporting such multiple tenancy arrangements Council will provide for mediation within these sub-licences and/or head licence Agreements.

6.38 Council will negotiate Agreement fees using Table 1, highest and best possible use principles and market rental benchmarks.

6.39 Council may request a sinking fund be established by the tenant in addition to, or in lieu of, fees. In these circumstances, a maintenance or improvement plan will be drawn with clear targets and timelines to establish both the amount and purpose of the fund.

6.40 The funds may be held by the tenant as this enhances their ability to secure financial and grant opportunities.
6.41 Where a sinking fund is approved conditions setting out, as a minimum, the amount and timing of fund contributions; specific use of funds; and regularity of reporting (evidencing) of fund accumulation must be drawn into the Agreement. Legal advice should be sought by both parties at their own expense.

7 **Review**

The Policy will be reviewed once per Council term or as required by legislation or related policies; or if deemed necessary by the Chief Executive Officer or nominee.

8 **Access to the Policy**

8.1 The Policy is available for public inspection on Council’s website www.prospect.sa.gov.au and from Customer Service at the Civic Centre, 128 Prospect Road, Prospect SA 5082.

9 **Further Information**

9.1 For further information about this policy please contact:
Director Infrastructure and Environment
City of Prospect
128 Prospect Road
Prospect SA 5082

Ph 8269 5355
Email admin@prospect.sa.gov.au
Appendix A - Calculation of baseline fees

A. Short term hire fees – as set out in Council’s Schedule of Fees and Charges annually

B. Licence Agreement fees

Subsidised fees are typically offered to Not-for-profit recreation groups who are financially self-sufficient and provide a high level of community benefit – i.e. provision of low cost or no cost services, particularly essential services, to our community.

Subsidised fees may also be used to encourage occupancy of a facility on a short term basis, or where the applicant is a for-profit occupant offering a service to the community which has tangible benefit directly linked to the Strategic Plan (such as fitness, tuition or social support).

Where subsidised fees are applied, the maintenance schedule set out in Appendix B will apply and all costs are passed to the occupant.

In the interest of promoting local services and organisations a ‘Locally Based’ discount may be applied at the discretion of Council – see Table below.

All fees displayed are exclusive of GST, which will be applied following calculation of fee.

(1) Occupation of a building on Council land

<table>
<thead>
<tr>
<th>Not-for-profit organisations</th>
<th>$300 per annum Licence fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation with approved community benefit</td>
<td>Calculated as Subsidised Rent + (0.1% of Asset Replacement Cost) per annum</td>
</tr>
<tr>
<td></td>
<td>e.g. in a $1million asset = $300 + $1,000 = $1,300 per annum</td>
</tr>
<tr>
<td>Commercial occupation or private (residential) occupation</td>
<td>Market value.</td>
</tr>
<tr>
<td></td>
<td>A discounted fee may be considered on merit, in the interest of economic stimulus.</td>
</tr>
<tr>
<td>Other</td>
<td>Applied at Council discretion when in significant non-commercial partnership for the benefit of the community, such as State or Federal Government service provision (education, healthcare etc.).</td>
</tr>
<tr>
<td></td>
<td>$1 per annum, all cost redirected to occupant as per Appendix B.</td>
</tr>
<tr>
<td>Ground Lease</td>
<td>Council does not insure or maintain the asset in any capacity. Rent calculation will be applied to the footprint area of land to be occupied as 0.1% of AASB116 Land Only Value</td>
</tr>
<tr>
<td>Locally Based</td>
<td>25% discount on rental fee (does not apply to residential Agreements)</td>
</tr>
<tr>
<td></td>
<td>e.g. Local not-for-profit = $300 - 25% = $225 per annum</td>
</tr>
</tbody>
</table>
(2) Occupation or use of other Premises

A. Ovals

All responsibility and cost for linemarking will pass to the licence holder or will be charged.

All cost and responsibility for the maintenance of a wicket will pass to the licence holder.

All cost and responsibility for the maintenance of any training and warm up areas, or nets which are not available to the public, will pass to the licence holder.

Council will maintain infrastructure and services on the oval including irrigation and permanent goal posts, provided public access is maintained. The maintenance of lighting towers will be negotiated with tenants directly and recorded in the Schedule of the Agreement.

Council will maintain the ovals to the following maintenance program:

<table>
<thead>
<tr>
<th>Task</th>
<th>Charles Cane</th>
<th>Broadview Oval</th>
<th>Prospect Oval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reel mowing - weekly (Oct - Mar)</td>
<td>26x/ year</td>
<td>26x/ year</td>
<td>26x/ year</td>
</tr>
<tr>
<td>Rotary mowing - weekly (Apr - Sep)</td>
<td>26x/ year</td>
<td>26x/ year</td>
<td>26x/ year</td>
</tr>
<tr>
<td>Verti-draining</td>
<td>3x / year</td>
<td>1x/ year</td>
<td>3x/ year</td>
</tr>
<tr>
<td>Scarify and sweep</td>
<td>1x/ year</td>
<td>1x/ year</td>
<td>1x/ year</td>
</tr>
<tr>
<td>Topdressing (8mm)</td>
<td>75m³/ year</td>
<td>75m³/ year</td>
<td>150m³/ year</td>
</tr>
<tr>
<td>Fertilise, supply &amp; spread</td>
<td>3x / year</td>
<td>3x/ year</td>
<td>3x/ year</td>
</tr>
<tr>
<td>Wetting agent -supply &amp; spray</td>
<td>2x/ year</td>
<td>2x/ year</td>
<td>2x/ year</td>
</tr>
<tr>
<td>Black beetle control</td>
<td>1x/ year</td>
<td>1x/ year</td>
<td>1x/ year</td>
</tr>
<tr>
<td>Broadleaf weed control</td>
<td>1x/ year</td>
<td>1x/ year</td>
<td>1x/ year</td>
</tr>
<tr>
<td>Oversow oval</td>
<td>1x/ year</td>
<td>1x/ year</td>
<td>1x/ year</td>
</tr>
<tr>
<td>Mow &amp; edge oval surrounds</td>
<td>26x/ year</td>
<td>NA</td>
<td>20x/ year</td>
</tr>
<tr>
<td>Pitch square - scarify, top dress, fertilise</td>
<td>1x/ year</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>monthly risk assessment</td>
<td>12x/ year</td>
<td>12x/ year</td>
<td>12x/ year</td>
</tr>
<tr>
<td>Earthquake</td>
<td>NA</td>
<td>NA</td>
<td>1x / year</td>
</tr>
<tr>
<td>Line Marking</td>
<td>NA</td>
<td>1x/ year</td>
<td>winter</td>
</tr>
<tr>
<td>turf wicket maintenance</td>
<td>NA</td>
<td>NA</td>
<td>summer</td>
</tr>
<tr>
<td>practice wicket maintenance</td>
<td>NA</td>
<td>NA</td>
<td>summer</td>
</tr>
<tr>
<td>irrigation checks</td>
<td>NA</td>
<td>NA</td>
<td>summer</td>
</tr>
<tr>
<td>safety inspections (weekly)</td>
<td>NA</td>
<td>NA</td>
<td>winter</td>
</tr>
</tbody>
</table>

*NB a commercial lease fee is applied to recover these specialist costs at Prospect Oval as a regional (premier) playing field

Seasonal licence fees will be based on an equal split of the fees directly associated with sporting use (shaded above) where the basis of division is the number of clubs licenced at the ground. For example, a single winter tenant and a single summer tenant will each pay half of the annual cost as a licence fee; a single summer tenant and 2 winter tenants will each pay 1/3rd of annual cost.
B. Tennis courts

Occupants who have exclusive access to tennis courts will be liable for all maintenance costs of the courts, lights and nets.

A court renewal program will form part of the Special Conditions and will set out recurring repair/rejuvenation of the courts at the Club’s expense which may include provision for a sinking fund. Council will maintain and replace fencing associated with the courts.

Where courts will continue to accommodate public use for more than 20 hours of daylight per week, Council will negotiate a contribution to court maintenance, repair and rebuilding as well as all net related costs for those public courts specifically. The contribution will be recorded in the licence agreement.

C. Bowling greens, croquet greens and petanque courts

Within the City of Prospect all such grounds are exclusively held within the licenced Premises and public access is not a requirement of occupation. The tenant will therefore bear full responsibility and cost for the maintenance and repair of such areas/grounds.

(3) Licence over other infrastructure

No set fee – application including a nominated fee will be assessed on a merit basis
<table>
<thead>
<tr>
<th>Item</th>
<th>Tenant</th>
<th>Council</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>General - cleaning</td>
<td>The Tenant is responsible for internal and external cleaning of the Premises.</td>
<td>Nil</td>
<td>Including making good any damage as a result of installing or removing equipment or fixture</td>
</tr>
<tr>
<td>Tenant’s equipment and fixtures</td>
<td>Full Maintenance</td>
<td>Nil</td>
<td>If specialised pest control is required, evidence of completion of treatment should be kept. Structural damage arising from pest damage is the responsibility of the tenant to remediate; however, it must be reported to Council.</td>
</tr>
<tr>
<td>Pest Control</td>
<td>Tenant to use best endeavours to avoid attracting pests. Tenant to apply preventative treatments if reasonable. Tenant to treat for pests as issues arise.</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Waste Removal</td>
<td>All waste management at site</td>
<td>One domestic suite per property only</td>
<td>Sporting clubs are entitled to one set of kerbside bins which will be collected free of charge on the same basis as residents. All additional requirements are the responsibility of the tenant.</td>
</tr>
<tr>
<td>Structure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roof</td>
<td>Maintain</td>
<td>Replace</td>
<td>Maintenance includes cleaning, repair of leaks and attendance to/ replacement of fixings (screws etc.)</td>
</tr>
<tr>
<td>Gutter and Spouting</td>
<td>Maintain</td>
<td>Replace</td>
<td>Keep clear of debris, repair when damaged, paint to repel rust.</td>
</tr>
<tr>
<td>External and Internal Walls</td>
<td>Maintain, repair</td>
<td>Replace / Repoint</td>
<td>Tenant is to clean, paint, fill minor cracks, treat mold and pests. Council to approve colours/treatments. Repointing and structural issues are Council responsibility.</td>
</tr>
<tr>
<td>Floor (NOT coverings)</td>
<td>Maintain, repair</td>
<td>Replace</td>
<td></td>
</tr>
<tr>
<td>Stumps, footings, foundation</td>
<td>Nil</td>
<td>Full Maintenance</td>
<td></td>
</tr>
<tr>
<td>Fences</td>
<td>Maintain, repair</td>
<td>Replace</td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical wiring</td>
<td>Maintain, repair, renew. Includes annual testing of RCDs</td>
<td>Nil</td>
<td>Evidence of regular RCD testing Certificate of Compliance must be produced for all electrical works undertaken by tenant</td>
</tr>
<tr>
<td>Category</td>
<td>Responsibility</td>
<td>Action</td>
<td>Notes</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------------------------------</td>
<td>---------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Plumbing (including sewage)</td>
<td>To extent of Premises, except where Council trees external to Premises have had impact</td>
<td>Nil</td>
<td>Tenant will be responsible where they cause blockage, regardless of whether the blockage is located inside or outside the Premises</td>
</tr>
<tr>
<td>Grease traps</td>
<td>Maintain and licence (annual audit)</td>
<td>Initial installation at Council discretion</td>
<td>Subject to annual budget processes</td>
</tr>
<tr>
<td>Stormwater drains</td>
<td>Maintain</td>
<td>Repair/replace</td>
<td>Unless tenant neglect</td>
</tr>
<tr>
<td>Drainage service pits</td>
<td>Maintain</td>
<td>Repair/replace</td>
<td>Tenant to keep free of debris and inspect regularly</td>
</tr>
<tr>
<td><strong>Fittings</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air conditioning and/or heating</td>
<td>Maintain, repair, replace</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Curtains/ drapes/ blinds</td>
<td>Maintain, repair, replace</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Electrical fittings and lights</td>
<td>Maintain, repair, replace</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>External Lighting</td>
<td>Maintain, repair, replace</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Plumbing fittings (toilet, sink, taps etc)</td>
<td>Maintain, repair</td>
<td>Replace at discretion</td>
<td></td>
</tr>
<tr>
<td>Floor surfaces and coverings</td>
<td>Maintain, repair</td>
<td>Replace at discretion</td>
<td></td>
</tr>
<tr>
<td>Fly screens</td>
<td>Full Maintenance</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Plate glass</td>
<td>Full Maintenance</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Windows</td>
<td>Maintain incl. repaint frames, repair screens etc.</td>
<td>Replace at discretion</td>
<td></td>
</tr>
<tr>
<td>Keys and locks</td>
<td>Maintain, repair</td>
<td>Replace</td>
<td>A spare set of keys must be retained by Council for emergency entry and inspection access.</td>
</tr>
<tr>
<td>Skylight</td>
<td>Maintain</td>
<td>Replace</td>
<td></td>
</tr>
<tr>
<td>Doors</td>
<td>Maintain</td>
<td>Replace</td>
<td></td>
</tr>
<tr>
<td>Security system and related fittings</td>
<td>Full Maintenance</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>Hot water system</td>
<td>Maintain, repair</td>
<td>Replace at discretion</td>
<td></td>
</tr>
<tr>
<td>Fixed whitegoods (eg. stove)</td>
<td>Maintain, repair, replace</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td><strong>Essential Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire extinguishers / fire blankets</td>
<td>Maintain, repair</td>
<td>Initial work to bring into compliance; Replace at end of life</td>
<td>Inspection and maintenance to SA76 must be evidenced to Council annually</td>
</tr>
<tr>
<td>Emergency exits – doors, signage and egress</td>
<td>Maintain</td>
<td>Initial work to bring into compliance; Replace if required</td>
<td>Inspection and maintenance to SA76 must be evidenced to Council annually</td>
</tr>
</tbody>
</table>
| Smoke detectors | Maintain, repair all units  
Supply additional units | Council to supply & periodically replace one per premises |
|------------------|--------------------------|-------------------------------------------------|

**Other**

<table>
<thead>
<tr>
<th>Car park &amp; Driveway inside Premises</th>
<th>Maintain, repair</th>
<th>Replace</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elements appurtenant to function (eg. Sheds, tennis courts, playgrounds etc.)</td>
<td>Full Maintenance incl. inspection requirements</td>
<td>Nil</td>
</tr>
</tbody>
</table>

**Grounds**

<table>
<thead>
<tr>
<th>Signage</th>
<th>Full Maintenance, install, repair, replace</th>
<th>Nil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paths</td>
<td>Full Maintenance, repair, replacement</td>
<td>Nil</td>
</tr>
<tr>
<td>Fences &amp; Gates</td>
<td>Full Maintenance, repair, replacement</td>
<td>Nil</td>
</tr>
<tr>
<td>Retaining Walls, Outdoor steps etc.</td>
<td>Full Maintenance, install, repair, replace</td>
<td>Nil</td>
</tr>
<tr>
<td>Lawns, garden beds, trees</td>
<td>Full Maintenance, install, replace</td>
<td>Nil</td>
</tr>
<tr>
<td>Irrigation</td>
<td>Full Maintenance, install, repair, replace</td>
<td>Nil</td>
</tr>
<tr>
<td>Caretaking/grounds work such as linemarking, pitch maintenance</td>
<td>Full cost of tenants specific requirements over and above Council standard Open Space maintenance</td>
<td>Nil</td>
</tr>
</tbody>
</table>
LICENCE AGREEMENT

for

(facility)

Between

(Licensee)

and

City of Prospect
DATE / / 

PARTIES

CLUB of xxxxxx Prospect SA 5082 ()

City of Prospect of PO Box 171, Prospect ABN 58 758 236 361 (Licensor)

BACKGROUND

A. The City of Prospect (Council) is the registered proprietor, or has the care, control and management, of the Premises.

B. The has requested a licence for Use of the Premises.

C. The Council has resolved to grant the permission to do so.

D. The Council and Licensee wish to record the terms of their agreement herein.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

Act means the Retail and Commercial Leases Act 1995 (SA).

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

Building Services includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any person the Council authorises.

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

Commencement Date means the commencement date described in Item 3 of Schedule 1.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land or Building and their invitees and customers including driveways, car parks, walkways, washrooms, toilets and stairways.
Council means the party described as ‘Council’ in this lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

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

CPI means the consumer price index published by the Australian Bureau of Statistics for All Groups (Adelaide) or the index which replaces it under Item 6 of Schedule 1.

Default Rate means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than $100,000.00 and if there is more than one rate published the highest of those rates.

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

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

GST Rate means 10% or the rate of GST imposed from time to time under the GST Legislation.

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

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 3 of Schedule 1.

Land means the land described in Item 2 of Schedule 1 and includes any part of the Land.

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

means the party described as ‘ in this licence and where context permits includes the employees, contractors, agents, customers and invitees of the .

Sub- means the party described as ‘Sub-’ in this lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Sub-.

Sub-’s Equipment means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the .

Sub ’s Share means the proportion the area of the Premises bears from time to time to the total area of the Land as measured in accordance with the method of measurement recommended for such Premises by the Institute’s guidelines current as at the Commencement Date or such other Institute method of measurement as the notifies the Sub-.

Payment Date means the date(s) described in Item 5 of Schedule 1.
**Permitted Use** means the use described in Item 7 of Schedule 1.

**Premises** means the premises described in Item 1 of Schedule 1 including all present and future improvements thereon and the Council’s Equipment.

**Previous CPI** means, for a CPI Review Date, the CPI number for the quarter ending immediately before the last Review Date (or if there has not been a review, the Commencement Date).

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

**Renewal Term** means the term (if any) of renewal or extension in Item 4 of Schedule 1.

**Rent** means the rent described in Item 5 of Schedule 1 and does not include Outgoings.

**Review Date** means each date described in Item 6 of Schedule 1 (if any).

**Review Method** means the relevant method of rent review in Item 6 of Schedule 1 for any Review Date.

**Statutory Authorities** means any government authorities or authorities created by or under Legislation.

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

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

**Valuer** means a qualified valuer appointed to make a determination under this lease:

(a) who is appointed by agreement of the Council and the Lessee or, failing agreement within 14 days of either notifying the other of the requirement for such appointment, at the request of either the Council or the Lessee, by the President or acting President of the Institute;

(b) who has practised as a valuer with a minimum of five years relevant experience; and

(c) who acts as an expert and not as an arbitrator.

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

### 1.2 Interpretation

In this lease, unless the context otherwise requires:
1.2.1 headings do not affect interpretation;
1.2.2 singular includes plural and plural includes singular;
1.2.3 words of one gender include any gender;
1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
1.2.6 a reference to this lease includes any schedules and annexures to this lease;
1.2.7 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
1.2.8 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
1.2.9 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
1.2.10 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
1.2.11 a provision is not construed against a party only because that party drafted it;
1.2.12 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force;
1.2.13 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
1.2.14 an expression defined in the Corporations Act 2001 (Cth) has the meaning given by that act at the date of this lease;
1.2.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the Real Property Act 1886 apply and are implied in this lease unless they are expressly or impliedly excluded or modified; and
1.2.16 the Special Conditions in Schedule 2 prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Retail and Commercial Leases Act

If the Act applies to this lease:

1.3.1 this lease must be interpreted subject to the Act;
1.3.2 any right, power or remedy of the Council or obligation or liability of the Lessee that is affected by the Act is unenforceable or void but only
to the extent that it is expressly made unenforceable or void by the Act.

1.4 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. RENT

3.1 Payment of Rent

The Lessee must pay the Rent on each Payment Date.

3.2 Instalment

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

3.3 Outgoings

Rent does not include Outgoings.

4. RENT REVIEWS

4.1 Rent agreed in advance

4.1.2 The Lessee agrees to the annual rental fee set out in the Schedule

4.2 Rent pending determination

4.2.1 The Rent may be reviewed at any time for a Review Date even if the review is instituted after that Review Date.

4.2.2 If the Rent to apply on and from a Review Date is not agreed or determined by that Review Date, the Lessee must continue to pay instalments of Rent at the rate that applied before the relevant Review Date until the Rent is determined.

4.3 Adjustment once Rent determined

Once the Rent to apply on and from a Review Date is agreed or determined, the Lessee must pay any shortfall and the Council must allow any adjustment for overpayment at the next Payment Date.

4.4 No decrease in Rent

Subject to the Act, the Rent will not decrease on a Review Date.
4.5 **Rent Review**

As indicated in Item 6 of the Schedule.

4.6 **Review Method**

As indicated in Item 6 of the Schedule.

5. **RATES AND TAXES**

5.1 **Liability for Rates and Taxes**

5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises as set out in the Schedule.

5.2 **Lessee's Share**

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

5.3 **Power and other utilities**

5.3.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.

5.3.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, then the Lessee must install the meter at its own cost.

5.3.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 1997 (SA)* and any other applicable electricity laws.

6. **USE OF PREMISES**

6.1 **Permitted Use**

The may use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 **Offensive activities**

The Lessee must:

6.2.1 not carry on any offensive or dangerous activities on or from the Premises;

6.2.2 not create a nuisance or disturbance for the Council or for the owners or occupiers of any adjoining property; and
6.2.3 ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.3 **Use of facilities**

6.3.1 The Lessee must ensure that any Building Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

6.3.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

6.4 **Statutory Requirements**

The Lessee must comply with all Statutory Requirements (including the Occupational Health, Safety and Welfare Act 1986 (SA)) relating to:

6.4.1 the Lessee's use and occupation of the Premises;
6.4.2 the Permitted Use.

6.5 **No alcohol**

The Lessee must not:

6.5.1 serve, sell or provide to persons; or
6.5.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent.

6.6 **Signs**

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which:

6.6.1 is approved by the Council; and
6.6.2 complies with any relevant Statutory Requirements.

6.7 **Dangerous equipment and installations**

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and must not install or bring onto the Premises without prior written permission from Council:

6.7.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;

6.7.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
6.7.3 any heavy equipment or items that may damage the Premises or Building.

6.8 **Fire precautions**

The Lessee must comply with all Statutory Requirements relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee’s use of the Premises.

6.9 **Security**

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

6.10 **No warranty**

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

7. **INSURANCE**

7.1 **Lessee must insure**

The Lessee must keep current during the Term:

7.1.1 public risk insurance for at least the amount in Item 8 of Schedule 1 (or any other amount the Council reasonably requires) for each claim; and

7.1.2 all insurance in respect of the Lessee’s Equipment for its full replacement value.

7.2 **Requirements for policies**

Each policy must:

7.2.1 be with an insurer and on terms reasonably approved by the Council;

7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires; and

7.2.3 cover events occurring during the policy’s currency regardless of when claims are made.

7.3 **Evidence of insurance**

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

7.3.1 pay each premium when it is due for payment;
7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;

7.3.3 not vary, allow to lapse or cancel any insurance policy without the Council’s consent; and

7.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

7.4 Insurance affected

7.4.1 The Lessee must not do anything which may:

7.4.1.1 prejudice any insurance of the Premises or the Building; or

7.4.1.2 increase the premium for that insurance.

7.4.2 If the Lessee does anything (with or without the Council’s consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7.5 Sinking Fund

7.5.1 The Council may require the Lessee to establish a sinking fund to fund provision for major items of repair or maintenance to the Premises.

7.5.2 The Lessee must advise the Council in writing of the establishment of any such sinking fund.

7.5.3 The contribution to be made by the Lessee to the Lessee’s sinking fund is set out in Item 10.

7.5.4 All of the following provisions apply to any sinking fund established under this clause 7:

7.5.4.1 the Lessee will establish a separate fund for such moneys and all monies paid by the Lessee in this regard will be paid into that fund;

7.5.4.2 that fund or so much of the balance standing to the credit of that fund as remains unexpended from time to time for a purpose for which the fund was established will be held by the Lessee in a separate interest bearing account with an Australian trading bank carrying on business in South Australia;

7.5.4.3 the Lessee, upon the request of the Council, must provide the Council with a copy of the Lessee’s most recent bank statement for the separate interest bearing account in which the money is held;

7.5.4.4 the Council retains the discretion to determine:

(a) if there are major items of repair or maintenance required in relation to the Premises requiring contribution from the sinking fund for such repair and/or maintenance; and
(b) when any money from the sinking fund will be withdrawn by the Lessee.

7.5.4.5 any amounts paid by the Lessee for credit of that fund, and the net interest earned by the Lessee on that fund, will not be applied by the Council for any purpose other than that for which the fund was established.

8. **REPAIR AND MAINTENANCE**

8.1 **Repair**

8.1.1 The Lessee must keep and maintain the Premises, the Lessee’s Equipment and any Building Services situated within the Premises and which exclusively service the Premises in good repair.

8.1.2 Without limiting clause 8.1.1, the Lessee must keep and maintain any vegetation, lawns or garden around in, on or around the Premises in good repair and in an attractive state.

8.1.3 If the Council so requires, the Lessee must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 **Maintain and replace**

The Lessee must maintain items in or attached to the Premises, and, if damaged or worn, repair them or replace them with items of quality similar to those in use at the Commencement Date, or, if previously replaced with the Council’s approval, when last replaced, if Council so desires.

8.3 **Alterations by Lessee**

8.3.1 The Lessee must not carry out any alterations or additions to the Premises without the Council’s consent.

8.3.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

8.3.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council’s consent to any agreements that the Lessee enters into in relation to the alterations or additions.

8.3.4 The Lessee must carry out any approved alterations and additions:

8.3.4.1 in a proper and workmanlike manner;

8.3.4.2 in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as lessor under this lease;

8.3.4.3 in accordance with all Statutory Requirements; and

8.3.4.4 in a way to minimise disturbance to others.
8.3.5 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause become the property of the Council.

8.3.6 The Lessee must pay all of the Council’s costs (including consultant’s costs and legal costs) as a result of the Lessee’s alterations and additions.

8.4 **Painting**

If Council desires, the Lessee must paint the interior of the Premises on or before the date indicated in Item 9 of Schedule 1, to the following specification:

8.4.1 clean and repair all surfaces to be redecorated; and

8.4.2 paint (with at least two coats) or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface.

8.5 **Cleaning**

The Lessee must:

8.5.1 keep the Premises clean and tidy;

8.5.2 keep the Premises free of vermin, insects and other pests; and

8.5.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

9. **ASSIGNMENT, SUBLETTING AND CHARGING**

9.1 **Assignment**

9.1.1 The Lessee must not assign or transfer its interest in this lease without the Council’s consent.

9.1.2 If the Act applies, the Council may withhold its consent if:

9.1.2.1 the proposed assignee proposes to change the Permitted Use;

9.1.2.2 the proposed assignee is unlikely to be able to meet the financial obligations under this lease; or

9.1.2.3 the Lessee has not complied with the Council’s procedural requirements for obtaining the Council’s consent; or

9.1.2.4 Council has indicated it will dispose of the Premises.

9.2 **Subletting**

The Lessee must not sublet or license any part of the Premises without the Council’s consent.
9.3 **Hiring out Premises**

The Lessee must not hire out or otherwise part with possession of the Premises without the Council’s consent.

9.4 **Costs**

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

10. **COUNCIL’S OBLIGATIONS AND RIGHTS**

10.1 **Quiet enjoyment**

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

10.2 **Right to enter**

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee reasonable notice:

10.2.1 to see the state of repair of the Premises;

10.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;

10.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and

10.2.4 to show prospective lessees through the Premises.

10.3 **Emergencies**

In an emergency the Council may:

10.3.1 close the Premises or Building; and

10.3.2 prevent the Lessee from entering the Premises or Building.

10.4 **Works and restrictions**

10.4.1 The Council may:

10.4.1.1 install, use, maintain, repair, alter, and interrupt Building Services;

10.4.1.2 carry out works on the Building (including extensions, renovations and refurbishment); and

10.4.1.3 close (temporarily or permanently) and restrict access to the Common Areas.
10.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee’s use and occupation of the Premises.

10.5 **Right to rectify**

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

11. **DAMAGE OR DESTRUCTION**

11.1 **Termination for destruction or damage**

11.1.1 If the Premises are destroyed or are damaged so that they are unfit for the Lessee’s use then, within three months after the damage or destruction occurs, the Council must give the Lessee either:

11.1.1.1 a notice terminating this lease (on a date at least one month after the Council gives notice); or

11.1.1.2 a notice advising the Lessee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Lessee can occupy and use the Premises ([Intention to Repair Notice](#)).

11.1.2 If the Council gives an Intention to Repair Notice but does not carry out the repairs within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end this lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work) ([Intention to Terminate Notice](#)).

11.1.3 If the Council does not give a notice under this subclause or does not take the action specified in the Intention to Terminate Notice, the Lessee may end this lease by giving the Council not less than one month’s notice.

11.2 **Reduction or abatement of Rent**

11.2.1 While the Premises are unfit or inaccessible, the Yearly Amounts are reduced unless:

11.2.1.1 the Premises are unfit or inaccessible; or

11.2.1.2 an insurer refuses to pay a claim;

as a result of a deliberate or negligent act or omission of the Lessee.

11.2.2 The level of the reduction (if any) depends on the nature and extent of the damage.

11.2.3 If the level of the reduction (if any) cannot be agreed it must be determined by a Valuer.
12. **RENEWAL**

12.1 If a right of renewal or first right of renewal is specified in Item 4 of Schedule 1 and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 4 of Schedule 1. Council reserves its right to withhold granting of a renewal at its absolute discretion.

12.2 All other renewals specified in Item 4 of Schedule 1 must be notified in writing by the Lessee to the Council not less than 6 months and not more than 12 months before the expiry of the Renewal Term stating it wishes to renew this lease for the period specified in Item 4 of Schedule 1. Council reserves its right to withhold granting of a renewal at its absolute discretion.

12.3 The Lessee is not entitled to renew this lease if:

12.3.1 the Lessee has been in breach of this lease at any time before giving notice of exercise of the right of renewal;

12.3.2 the Lessee is in breach of this lease at the time of giving that notice; or

12.3.3 the Lessee is in breach or commits a breach of this lease after giving that notice but before commencement of the Renewal Term.

13. **RIGHTS AND OBLIGATIONS ON EXPIRY**

13.1 **Expiry**

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

13.2 **Handover of possession**

Before this lease comes to an end, the Lessee must:

13.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;

13.2.2 unless otherwise directed, remove and reinstate any alterations or additions made to the Premises by the Lessee;

13.2.3 paint the Premises as required under clause 8.4.2; and

13.2.4 complete any repairs which the Lessee is obliged to carry out under this lease.

13.3 **Abandoned goods**

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods in accordance with the Act, or if the Act does not apply to this lease, as the Council sees fit.
13.4 **Holding over**

If, with the Council’s consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

13.4.1 either party may terminate on one month’s notice given at any time; and

13.4.2 is on the same terms as this lease.

14. **BREACH**

14.1 **Payment obligations**

14.1.1 The Lessee must make payments due under this lease:

14.1.1.1 without demand (unless otherwise provided);

14.1.1.2 without set-off, counter-claim, withholding or deduction;

14.1.1.3 to the Council or as the Council directs; and

14.1.1.4 by direct debit or other means directed by the Council.

14.1.2 If a Payment Date does not exist, the Lessee must make any payment due on that Payment Date on demand.

14.2 **Set off**

The Council may, by notice to the Lessee, set off any amount due by the Lessee to the Council under this lease or otherwise against any amount due by the Council to the Lessee under this lease.

14.3 **Council’s rights on breach**

14.3.1 The Council may come onto the Premises and remedy a breach of this lease without notice:

14.3.1.1 in an emergency; or

14.3.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

14.3.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

14.4 **Breach and re-entry**

If:

14.4.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within seven days after receiving notice requiring it to do so;
14.4.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

14.4.3 the Lessee ceases to be able to pay its debts as they become due;

14.4.4 any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Lessee’s assets, operations or business;

14.4.5 any step is taken to enter into any arrangement between the Lessee and its creditors;

14.4.6 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Lessee’s assets or business;

14.4.7 the Lessee is deregistered or dissolved or any step is taken by any person towards that;

14.4.8 the Lessee is a natural person and commits an act of bankruptcy;

14.4.9 the Lessee is convicted of an indictable offence (other than a traffic offence);

14.4.10 execution is levied against the Lessee and not discharged within 14 days; or

14.4.11 the Premises are unoccupied for one month or more without the Council’s consent;

then despite any other clause of this lease, the Council:

14.4.12 may re-enter and repossess the Premises, without prejudice to its other rights; and

14.4.13 is discharged from any claim by or obligation to the Lessee under this lease.

14.5 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council’s powers or rights.

14.6 Repudiation and damages

14.6.1 The following provisions are essential terms of this lease:

14.6.1.1 the obligation to pay Rent;

14.6.1.2 the obligation to pay Rates and Taxes;

14.6.1.3 the provisions about use of the Premises;
14.6.1.4 the provisions about additions and alterations to the Premises; and

14.6.1.5 the restriction on assignment, subletting and licensing.

14.6.2 The Council does not waive the essential nature of an essential term by accepting late payment of Rent or other money or by failing to exercise its rights or by delay in doing so.

14.6.3 Any breach of an essential term by the Lessee is a repudiation of this lease. The Council may at any time accept that repudiation, rescinding this lease.

14.6.4 If:

14.6.4.1 the Council terminates this lease because of a breach of an essential term by the Lessee; or

14.6.4.2 the Lessee repudiates this lease and the Council accepts that repudiation, rescinding this lease;

the Lessee must pay compensation to the Council including Rent and other money which the Council would otherwise have received under this lease for the balance of the Initial Term and any Renewal Term. The Council must take reasonable steps to mitigate its losses and to endeavour to lease the Premises at a reasonable rent and on reasonable terms.

14.7 **Interest on overdue amounts**

The Lessee must pay to the Council interest on any overdue amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

14.8 **Landlord and Tenant Act**

A notice under section 10 of the *Landlord and Tenant Act 1936 (SA)* must allow 14 days for the Lessee to remedy a breach of this lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Council. No period of notice is required in respect of non-payment of Rent.

15. **INDEMNITY AND RELEASE**

15.1 **Risk**

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

15.2 **Indemnity**

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

15.2.1 any act or omission of the Lessee;
15.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;

15.2.3 any fire on or from the Premises;

15.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Premises by the Lessee or otherwise relating to the Premises;

15.2.5 a breach of this lease by the Lessee; or

15.2.6 the Lessee's use or occupation of the Premises.

15.3 Release

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

15.4 Indemnities are independent

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

16. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Land (Redevelopment), or for any other reason, the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to:

16.1 terminate the licence subject to the following provisions:

16.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this lease is to be terminated

16.1.2 the Council may, at any time after providing the Licensee with the information specified in Clause 16.1.1, give the Licensee a written notice of termination of this Licence (Termination Notice) specifying the date on which this Licence is to come to an end being a date not less than 3 months after the Termination Notice is given. This lease will, unless terminated earlier by the Licensee under Clause 16.1.3, come to an end at midnight on the day specified in the Termination Notice;

16.1.3 at any time after receiving the Termination Notice under clause 16.1.1 the Licensee may terminate this Licence by giving not less than 7 days’ written notice to the Council; and

16.1.4 when this Licence is terminated (whether by the Licensee under Clause 16.1.3 or Council under Clause 16.1.1), the rights and
obligations of the Council and the Licensee will come to an end, but if any breach by either party still exists at that time then the right of the other party with regard to that existing breach will continue; or

16.2 require the Licensee, upon reasonable notice, to vacate the Premises and to occupy an alternative site owned by the Council subject to the following conditions:

16.2.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this lease is to be terminated;

16.2.2 the Council may, at any time after providing the Licensee with the information specified in Clause 16.2.1, give the Licensee a written notice of termination of this Licence (Relocation Notice) specifying the date on which this Licence is to come to an end being a date not less than 3 months after the Relocation Notice is given;

16.2.3 the Licensee must relocate to the alternative site on the date stipulated in the Relocation Notice. Council shall give the Licensee such assistance as may be necessary to give effect to this Clause including the execution of any documents or instruments the Licensee reasonably requires;

16.2.4 the alternative site must, in the reasonable opinion of the Council, be of comparable quality and utility to the Premises;

16.2.5 any reasonable costs incurred in relocating the Licensee shall be borne by the Council; and

16.2.6 the Licensee’s occupation of the alternative site will be on the terms and conditions of this Licence, with such amendments as are necessary for the terms and conditions of this Licence to apply to the occupation of he alternative site; or

16.3 negotiate with the Licensee as to the necessary financial and maintenance contribution which is required from the Licensee in order for Council to reconsider undertaking the Redevelopment. The Council may at any time during these negotiations exercise any of its rights under this Clause 16.

17. GOODS AND SERVICES TAX

17.1 If the Council is liable to pay GST in connection with a supply under this lease then:

17.1.1 the Agreed Consideration for that supply is exclusive of GST;
17.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

17.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

17.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

17.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

18. RESUMPTION

18.1 The Council may terminate this lease by giving at least three months’ written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises (or any part of the Building or Land affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

18.2 Termination of this lease under this clause releases each party from further liability under this lease, but does not affect a party’s rights or liabilities for a prior breach.

19. MISCELLANEOUS

19.1 Approvals and consents

Unless otherwise provided, the Council may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this lease.

19.2 Entire agreement

This lease:

19.2.1 constitutes the entire agreement between the parties about the Premises;

19.2.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

19.3 Waiver

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

19.4 Exercise of power

19.4.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.

19.4.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.
19.5 **Safe environment**

19.5.1 The Licensee acknowledges that section 8C of the Child Protection Act applies to organisations that provide sporting and recreational services for children.

19.5.2 The Licensee must comply with all relevant requirements of the Child Protection Act and must be vigilant about creating a safe environment for children and other vulnerable people which includes minimising the risk of harm.

19.5.3 The Licensee must ensure appropriate procedures and policies are in place and that criminal history assessments are undertaken by people working with children or vulnerable people in Prescribed Positions.

19.5.4 The Licensee must comply with Mandatory Reporting obligations.

19.6 **Staff and Volunteer Registration**

19.6.1 The Licensee will ensure that all staff or volunteers operating for or on behalf of the Licensee who offer coaching or technical advice remain duly qualified, trained and registered with any and all relevant bodies and that records of such are maintained by the Licensee.

20. **NOTICE**

20.1 A notice, demand, consent, approval or communication under this lease (Notice) must be in writing, in English and signed by a person authorised by the sender.

20.2 Without excluding any other method, Notice is sufficiently given:

   20.2.1 to the Lessee, if left at the Premises, or if the Lessee has vacated the Premises, if posted by pre-paid post to the last known address of the Lessee;

   20.2.2 to the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this lease unless the Lessee is or ought reasonably be aware that that is not the Council’s principal place of business at the relevant time).

20.3 Notice given by pre-paid post is deemed to have been given three Business Days after posting.

20.4 If two or more people comprise a party, notice to one is effective Notice to all.

21. **COSTS**

On request, the Lessee must pay or reimburse to the Council if demanded:

21.1 all stamp duty (if any) payable on this lease;
21.2 if the Act applies to this lease, one half of all other preparatory costs incurred by the Council. In this sub-clause, **preparatory costs** has the meaning given by the Act, namely, legal and other expenses incurred by the Council in connection with the preparation, stamping and registration of this lease including the costs of attendances on the Lessee by the Council, or a lawyer acting for the Council;

21.3 if the Act does not apply to this lease, all of the legal costs (determined on a solicitor and client basis) and all other costs incurred by the Council in connection with the preparation of this lease, negotiating, revising and engrossing this lease (including all attendances on the Lessee and its legal and other advisers and all advices provided to the Council) and attending to the execution of this lease;

21.4 all of the legal costs (determined on a solicitor and client basis) incurred by the Council in connection with any extension of this lease; and

21.5 all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.
Schedule 1

Item 1
Premises
The whole of the land comprised in Certificate of Title CTxx and the Building marked A in the attached Plan.

Item 2
Land
The whole of the land comprised in Certificate of Title CT xx

Item 3
Initial Term
6 years commencing on 1 July 2016 (Commencement Date) and expiring at midnight on

Item 4
Renewal(s)
First right of renewal: 3 years commencing on 1 January 2022 and expiring at midnight on 31 December 2024

Item 5
Rent
$xx per annum (exclusive of GST) subject to review pursuant to clause 4, payable annually in advance at Commencement Date and on the anniversary of the Commencement Date thereafter.

Item 6
Review Dates
On each anniversary of the Commencement Date the Rent will be adjusted by CPI value (average Adelaide All Groups for previous financial year).

Item 7
Permitted Use
Between the hours of
and on the days of
For playing, training and coaching (sport) and associated social and administrative functions.

Item 8
Public risk insurance
$10,000,000.00 minimum

Item 9
Painting
Immediately prior to the expiry of the Initial Term of occupancy.

Item 10
Sinking fund
$ per annum
EXECUTED as an agreement

Council

The common seal of CITY OF PROSPECT was affixed in the presence of:

...........................................................................................................
Signature of Mayor

...........................................................................................................
Signature of Chief Executive Officer

...........................................................................................................
Name of Mayor (print)

...........................................................................................................
Name of Chief Executive Officer

LICENSEE

The common seal of (LICENSEE) was affixed in the presence of

...........................................................................................................
Signature of witness

...........................................................................................................
Office Bearer

...........................................................................................................
Name of witness (print)