NOTICE OF COUNCIL MEETING

Pursuant to the provisions of section 84 (1) of the
Local Government Act 1999

The Ordinary Meeting of the

Adelaide Plains Council

will be held in

Council Chambers
Old Port Wakefield Road
Two Wells

on

Monday, 16 January 2017 at 6.30 PM

James Miller
CHIEF EXECUTIVE OFFICER
AGENDA

1. ATTENDANCE
   1.1 Present
   1.2 Apologies
   1.3 Not Present / Leave of Absence

2. CONFIRMATION OF MINUTES
   2.1 “that the minutes of the Ordinary Council meeting held on Monday 19 December 2016 (MB Folios 13431 to 13445, inclusive), be accepted as read and confirmed.”

3. BUSINESS ARISING

4. ADJOURNED BUSINESS
   Section 19(3) – Adjourned Business – Local Government (Procedures at Meetings) Regulations 2013 (Section 19 Part 3) states:
   *** Business adjourned from a previous meeting must be dealt with before any new business at a subsequent meeting
   4.1 Independent Structural Report – Recommendations for Wasleys Bridge Maintenance

5. DECLARATION OF MEMBERS’ INTEREST
   5.1

6. OPEN FORUM
   6.1 Open Forum Speakers

7. BRIEFINGS
   7.1 Chris Kaufmann – Northern Adelaide Irrigation Scheme - Update
8. **MAYOR’S REPORT**

8.1 Meetings Attended and / or Discussions Held – Mayor Flaherty OAM JP (CON12/1199)

9. **MINUTES AND/OR RECOMMENDATIONS**

9.1 Governance Advisory Panel (CON16/8)
   No Minutes

9.2 Strategic Planning and Development Policy Committee (CON14/35)
   No Minutes

9.3 Audit Committee (CON12/522)
   No Minutes

9.4 Chief Executive Officer Review Committee (CON12/521)
   No Minutes

9.5 Environmental Management Advisory Committee (CON12/1101)
   No Minutes

9.6 Community Development and Advisory Committee (CON12/1100)
   No Minutes

9.7 Mallala and Districts Homes Committee (CON12/872)
   No Minutes

9.8 Mallala and Districts Historical Committee (CON12/871)
   No Minutes
10. ASSOCIATED ORGANISATIONS
10.1 Gawler River Floodplain Management Authority (CON12/314)
    10.1.1 Minutes of meeting held 22 December 2016
10.2 Central Local Government Region (CON12/582)
    10.2.1 No Minutes

11. QUESTIONS ON NOTICE
11.1 Salt Creek Foot Bridge – Two Wells
11.2 Bakers Road Ford Upgrade – Scope of project

12. QUESTIONS WITHOUT NOTICE

   Rules from Local Government Act 1999 Regulations:-
   Questions and replies are not entered in the minute book unless expressly required by resolution.
   No debate shall be allowed on any question or reply to any question.

13. PETITIONS
    No Petitions

14. DEPUTATIONS
    No Deputations

15. MOTIONS ON NOTICE
15.1 Environmental Assessment

16. ITEMS FOR NOTING / INFORMATION
16.1 Council Resolutions/Action Report
16.2 Kerb Side Waste Collection Fees System Information
17. **ITEMS FOR DECISIONS**

17.1 Strategic Plan Update


17.3 Committee Review

17.4 Bank Account Signatories

17.5 Dublin History Group Inc – Exercise of Lease Renewal

17.6 Re-seal Program Amendment

17.7 Junction & Women’s Housing Ltd – Lease and Working Agreement

18. **URGENT BUSINESS**

19. **CONFIDENTIAL ITEMS**


20. **CLOSURE**
## CONFIRMATION OF MINUTES

### MONDAY 16 January 2017

**Items:**

2.1 “that the minutes of the Ordinary Council meeting held on Monday 19 December 2016 (MB Folios 13431 to 13445, inclusive), be accepted as read and confirmed.”
MINUTES

of

Ordinary Council Meeting

Pursuant to the provisions of section 84 (1) of the Local Government Act 1999

HELD IN

Council Chambers
Old Port Wakefield Road
Two Wells

on

Monday, 19 December 2016
The Mayor formally declared the meeting open at 6.30 pm

1. ATTENDANCE

1.1 Present
Mayor Tony Flaherty OAM JP
Cr Melville Lawrence
Cr S M (Marcus) Strudwicke
Cr Terry-Anne Keen
Cr Karen McColl
Cr Stephen Jones
Cr Carmine Di Troia
Cr P D (Joe) Daniele
Cr Anne Picard
Cr Eddie Stubing (from 6.32 pm)

Also in attendance for the meeting:
Chief Executive Officer Mr James Miller
General Manager, Governance and Communications Ms Sheree Schenk
General Manager, Infrastructure Mr Martin Waddington
Governance Support Officer Mr Rob Adam
Minute Secretary Ms Andrea Humphrys

1.2 Apologies
Nil

1.3 Not Present / Leave of Absence
Nil

2. CONFIRMATION OF MINUTES

2.1 Council Resolution 2016/376
Moved Cr Strudwicke
Seconded Cr McColl

“that the minutes of the Ordinary Council meeting held on Monday 21 November 2016 (MB Folios 13411 to 13426, inclusive), be accepted as read and confirmed with the following amendments:-

- Resolution 2016/359 change reference from one year to two years;
  and
- Resolution 2016/360 change from 2018 to 2017.”

CARRIED

Cr Strudwicke called for a Point of Order as no more amendments can be made as the minutes have now been confirmed.
The Mayor accepted the Point of Order.

2.2 **Council Resolution**

<table>
<thead>
<tr>
<th>Moved</th>
<th>Seconded</th>
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<tbody>
<tr>
<td>Cr McColl</td>
<td>Cr Daniele</td>
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</table>

“that the minutes of the Special Council meeting held on Thursday 15 December 2016 (MB Folios 13427 to 13430, inclusive), be accepted as read and confirmed with the following amendments:-

- Change Cr McColl from ‘absent’ to ‘apology’ as an apology was sent through to the Mayor for the Special Meeting.”

CARRIED

3. **BUSINESS ARISING**

Nil Business Arising

4. **ADJOURNED BUSINESS**

No Adjourned Business

5. **DECLARATION OF MEMBERS’ INTEREST**

5.1 The Mayor declared an interest in Item 16.6 - Leases and Licences Status Update

Cr Keen declared an interest in Item 16.6 - Leases and Licences Status Update

Cr McColl declared an interest in Item 16.6 - Leases and Licences Status Update

Cr Lawrence declared an interest in Item 16.6 - Leases and Licences Status Update

Cr Stubing declared an interest in Item 16.6 - Leases and Licences Status Update

6. **OPEN FORUM**

The Mayor sought leave of the meeting to suspend Part 2 of the *Local Government Act (Procedures at Meetings) Regulations 2013*, for a period of 10 minutes to facilitate ‘Open Forum’. The meeting was suspended at 6.40 pm.

The following speakers addressed Council in relation to Open Forum:

- **David Groves**  
  *Two Wells*
Meeting resumed a 6.50 pm

7. BRIEFINGS
No Briefings

8. MAYOR’S REPORT

8.1 Meetings Attended and/or Discussions Held – Mayor Flaherty

Monday 21 November 2016
Mayor / General Manager Meeting
Ordinary Council Meeting

Thursday 24 November 2016
Mayor / CEO Meeting

Monday 28 November 2016
Inspection Thompson Beach

Wednesday 30 November 2016
Norman Waterhouse Lawyers

Thursday 1 December 2016
Mayor / CEO Meeting

Friday 2 December 2016
Mayor / Deputy Mayor / CEO

Monday 5 December 2016
Elected Member Training

Wednesday 7 December 2016
Northern Adelaide Irrigation Scheme Update

9. MINUTES AND/OR RECOMMENDATIONS

9.1 Governance Advisory Panel
No Minutes

9.2 Strategic Planning and Development Policy Committee
No Minutes

9.3 Audit Committee
Minutes of meeting held 15 December 2016
9.4 Chief Executive Officer Review Committee  
No Minutes

9.5 Environmental Management Advisory Committee  
No Minutes

9.6 Community Development and Advisory Committee  
No Minutes

9.7 Mallala and Districts Homes Committee  
No Minutes

9.8 Mallala and Districts Historical Committee  
Minutes of meeting held 9 November 2016

10. ASSOCIATED ORGANISATIONS

10.1 Gawler River Floodplain Management Authority  
No Minutes

10.2 Central Local Government Region  
Minutes of meeting held 18 November 2016

11. QUESTIONS ON NOTICE  
No Questions on Notice

12. QUESTIONS WITHOUT NOTICE  
*Rules from Local Government Act 1999 Regulations:*-  
Questions and replies are not entered in the minute book unless expressly required by resolution.  
No debate shall be allowed on any question or reply to any question.

13. PETITIONS  
No Petitions
14. **DEPUTATIONS**
No Deputations

15. **MOTIONS ON NOTICE**

15.1 Rescind Motion – Sea Level Gauge

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<tr>
<th>Council Resolution</th>
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<tbody>
<tr>
<td>Moved Cr Strudwicke Seconded Cr Stubing</td>
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<tr>
<td>“that Council resolution 2016/133 which provides:-</td>
</tr>
<tr>
<td>“that prior to any current or future coastal protection infrastructure works or policy being undertaken/adopted, such works or policy be subject to further peer review based on local data obtained from modern Sea Level Gauge.”</td>
</tr>
<tr>
<td>be rescinded”.</td>
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</table>

Cr Strudwicke called for a Point of Order as no Elected Member can speak to a formal motion.

The Mayor accepted the Point of Order.

<table>
<thead>
<tr>
<th>Formal Motion</th>
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<tbody>
<tr>
<td>Moved Cr Jones Seconded Cr Keen</td>
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<tr>
<td>“that this matter lay on the table.”</td>
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</table>

LOST

The original motion was put

<table>
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<tr>
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<tr>
<td>Moved Cr Strudwicke Seconded Cr Stubing</td>
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<tr>
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</tr>
<tr>
<td>be rescinded”.</td>
</tr>
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</table>

LOST
16. **ITEMS FOR NOTING / INFORMATION**

Cr Picard called for a Point of Order as she does not think that Cr Daniele’s opinion is appropriate.

The Mayor accepted the Point of Order.

16.1 2016 – A Year in Review / 2017 – The Journey Ahead

**Council Resolution**

Moved Cr McColl  
Seconded Cr Keen  


**CARRIED**

16.2 Council Resolutions/Action Report

**Council Resolution**

Moved Cr Lawrence  
Seconded Cr McColl  


**CARRIED**

16.3 LGA Governance Review Update

**Council Resolution**

Moved Cr Lawrence  
Seconded Cr Strudwicke  

“that Council, having considered Item 16.3 - *LGA Governance Review Update*, dated 19 December 2016, receives and notes the report.”

**CARRIED**

16.4 Mallala CWMS Property Inundation – Independent Structural Report

**Council Resolution**

Moved Cr Strudwicke  
Seconded Cr Keen  


**CARRIED**
16.5 Control Options for Colomba Daisy and other Declared Plants

**Formal Motion**

2016/384

Moved Cr Jones Seconded Cr Keen

“that the matter lay on the table.”

CARRIED

Cr Strudwicke called for a Point of Order. As a correction to meeting proceedings, the formal motion can only lay on the table no time limit is applied to it.

The Mayor accepted the Point of Order.

16.6 Leases and Licences Status Update

**Council Resolution**

2016/385

Moved Cr Strudwicke Seconded Cr Lawrence

“that Council, having considered Item 16.6 – Leases and Licences Status Update, dated 19 December 2016, receives and notes the report.”

CARRIED

17. **ITEMS FOR DECISIONS**

17.1 Camping Reserves and Short Stay Accommodation Policy

**Council Resolution**

2016/386

Moved Cr Lawrence Seconded Cr Strudwicke

“that Council, having considered Item 17.1 - Camping Reserves and Short Stay Accommodation Policy dated 19 December 2016:

a) designate the land adjacent to the Mallala Oval, comprised in Certificate of Title Register Book (part) Volume 6163 Folio 218 and (part) Volume 6163 Folio 219 outlined in red in Map 1 of Attachment 2 to this report, as a camping reserve for the purposes of camping in accordance with Clause 2.5 of Council’s By-law No.2 – Local Government Land.”

b) authorise the Chief Executive Officer to give passing of the above resolution in the Bunyip and Plains Producer newspapers and the South Australian Government Gazette, in line with the Local Government Act 1999 (Part 1, 246, 4a).”

c) endorse the Draft Short Stay Accommodation Policy.”

CARRIED
17.2 Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction

**Council Resolution 2016/387**

Moved Cr Jones Seconded Cr Strudwicke

“that Council, having considered Item 17.2 - Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction, dated 19 December 2016, receive and note the report”.

CARRIED

17.2 Council Resolution 2016/388

Moved Cr Strudwicke Seconded Cr Stubing

“that Council, having considered Item 17.2 - Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction, dated 19 December 2016, endorses the Customer Service Charter - Sewerage Services as appended to Attachment 1 to the report”.

CARRIED

17.2 Council Resolution 2016/389

Moved Cr Strudwicke Seconded Cr Daniele

“that Council, having considered Item 17.2 - Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction, dated 19 December 2016, endorses the Dispute Resolution Procedure - Sewerage Services, as appended to Attachment 2 to the report”.

CARRIED

17.3 Policy Review – Informal Gatherings Policy

**Council Resolution 2016/390**

Moved Cr Strudwicke Seconded Cr McColl

“that Council, having considered Item 17.3 – Policy Review – Informal Gatherings Policy, dated 19 December 2016, receives and notes the report and in doing so adopts the updated Informal Gatherings Policy as presented in Attachment 1 to this Report.”

CARRIED
17.4 Independent Structural Report – Recommendations for Wasleys Bridge Maintenance

**Council Resolution** 2016/391

 Moved Cr McColl  Seconded Cr Daniele


CARRIED

17.4 Council Resolution

 Moved Cr McColl  Seconded Cr Keen

“that Council, having considered Item 17.4 – *Independent Structural Report - Recommendations for Wasleys Bridge Maintenance*, dated 19 December 2016,” endorse option four in the Mace Engineering report and allocate budget for $25,000 for the recommendation of stage one in 2017-2018 budget for maintenance repairs Wasleys Bridge”.

17.4 Formal Motion 2016/392

 Moved Cr Picard  Seconded Cr Jones

“that the motion be adjourned until discussions have been had with Light Regional Council confirming the ownership status of the Wasleys Road bridge”.

CARRIED

At this juncture, 8.06 pm Cr McColl left the chamber.

17.5 Adelaide Plains Equestrian Club – Proposed Licence

**Council Resolution** 2016/393

 Moved Cr Daniele  Seconded Cr Lawrence

“that Council, having considered Item 17.5 – *Adelaide Plains Equestrian Club - Proposed Licence* dated 19 December 2016, receive and note the report.”

CARRIED
At this juncture, 8.09 pm Cr McColl returned to the chamber.

<table>
<thead>
<tr>
<th>17.5</th>
<th>Council Resolution</th>
<th>2016/394</th>
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<tr>
<td>Moved</td>
<td>Cr Keen</td>
<td>Seconded</td>
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“that Council, having considered Item 17.5 – *Adelaide Plains Equestrian Club - Proposed Licence* dated 19 December 2016, and subject to Development Approval being granted and remnant vegetation being adequately fenced off, authorises, pursuant to Sections 38 and 44 of the Local Government Act 1999, the Mayor and Chief Executive Officer to execute the Licence Agreement between Council and the Adelaide Plains Equestrian Club Inc, and to execute the licence agreement as amended.”

CARRIED

<table>
<thead>
<tr>
<th>17.6</th>
<th>Proposed Grazing Lease</th>
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**Council Resolution**

<table>
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<tr>
<th>Moved</th>
<th>Cr Strudwicke</th>
<th>Seconded</th>
<th>Cr Jones</th>
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</thead>
</table>

“that Council, having considered Item 17.6 – *Proposed Grazing Lease* dated 19 December 2016, receive and note the report, and in doing so:-

1. authorises Council staff to commence the public consultation process pursuant to Section 202 of the Local Government Act 1999 in regard to the leasing of Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753,

2. and in the event that objections are received to the leasing of Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753 during the public consultation process, a report be presented to Council for consideration,

3. and in the event that no objections are received to the leasing of Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753 by the conclusion of the public consultation process, the Chief Executive Officer be authorised to negotiate and finalise any outstanding terms of the lease,

4. authorises Council staff to make application to the Crown Lands Unit of the Department of Environment, Water & Natural Resources pursuant to Section 22(1) of the Crown land Management Act 2009
seeking Ministerial consent in regard to the granting of a lease to CS Musolino over Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753, and subject to Ministerial consent, authorises, pursuant to Sections 38 and 44 of the Local Government Act 1999, the Mayor and Chief Executive Officer to execute the lease agreement between the Adelaide Plains Council and CS Musolino.”

CARRIED

17.7 The Light and Wakefield Rivers Monitoring and Alert System

Council Resolution 2016/ 396
Moved  Cr McColl    Seconded  Cr Strudwicke

“that Council, having considered Item 17.7 - The Light and Wakefield Rivers Monitoring and Alert System, dated 19 December 2016, receives and notes this report.”

CARRIED

17.7 Council Resolution 2016/ 397
Moved  Cr Strudwicke    Seconded  Cr Keen

“that Council, having considered Item 17.7 - The Light and Wakefield Rivers Monitoring and Alert System, dated 19 December 2016, support the Department of Environment Water and Natural Resources preparation of an application in to the 2015-2017 National Disaster Relief Program. A project that implements a flood monitoring and warning system for the Light and Wakefield River catchments.”

CARRIED

17.7 Council Resolution 2016/ 398
Moved  Cr Strudwicke    Seconded  Cr Keen

“that Council, having considered Item 17.7 - The Light and Wakefield Rivers Monitoring and Alert System, dated 19 December 2016, In providing support for a 2015-2017 National Disaster Resilience Program project application, reserves its right to commit to funding and proceed with the project subject to considering a cost sharing model for the project .”

CARRIED
17.8 Rededication of Crown Land – Two Wells Bowling Club

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<th>Council Resolution</th>
<th>2016/399</th>
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<td>Moved Cr Strudwicke</td>
<td>Seconded Cr Keen</td>
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“that Council, having considered Item 17.8 – *Rededication of Crown Land – Two Wells Bowling Club*, receive and note the report and authorise the Chief Executive Officer to make application to Department of Environment, Water & Natural Resources (DEWNR) to have Section 144 Two Wells, comprised in CR 5755/735, rededicated for both a Recreation Reserve to accommodate the Two Wells Bowling Club and a Reserve for a Soldiers Memorial Garden to accommodate the War Memorial and the Playground area.”

CARRIED

17.8

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<th>Council Resolution</th>
<th>2016/400</th>
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<tr>
<td>Moved Cr McColl</td>
<td>Seconded Cr Stubing</td>
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“that Council, having considered Item 17.8 – *Rededication of Crown Land – Two Wells Bowling Club*, amend the Club’s existing lease over Section 144 comprised in CR 5753/647 to include portion of Allotment 103 comprised in CR 5753/647.”

CARRIED

18. URGENT BUSINESS

18.1

<table>
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<tr>
<th>Council Resolution</th>
<th>2016/401</th>
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<tr>
<td>Moved Cr Keen</td>
<td>Seconded Cr McColl</td>
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“that the Chief Executive Officer commences discussions with State Emergency Service reminding them of their obligation to remediate the Two Wells Oval Staging area adjacent to the Community Centre and Football Clubrooms as a result of the September 2016 flood event. In the event that no action results, the Chief Executive Officer be authorised to elevate the matter with the respective Minister placing them on notice, that Council will carry out the remediation works and seek recompense for the work undertaken”.

CARRIED
19. **CONFIDENTIAL ITEMS**

At this juncture, 8.29 pm Councillors Stubing, Picard and Jones left the Chamber.

19.1 **Australia Day Awards**

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<th>Council Resolution</th>
<th>2016/402</th>
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<td>Moved</td>
<td>Cr Strudwicke</td>
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<tr>
<td>Seconded</td>
<td>Cr Keen</td>
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"that under the provisions of Section 90(2) and (3)(a) of the *Local Government Act 1999*, an order be made with the exception of the Chief Executive Officer, General Managers and Minute Secretary, all other persons present and the public be excluded from attendance at the meeting in order to consider in confidence a briefing titled ‘19.1 – *Australia Day Awards (CON12/206)*’:

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

That accordingly, on this basis, the principle that meetings of Adelaide Plains Council should be conducted in a place open to the public has been outweighed by the need to keep discussion confidential”.

CARRIED

At this juncture, 8.30 pm Cr Stubing returned to the chamber.

8.33 pm, The Mayor with approval of the members present suspended the meeting procedures pursuant to *Regulation 20(1) of the Local Government (Procedures at Meetings) Regulations 2013*, for a period sufficient to facilitate informal discussions in relation to item 19.1 – *Australia Day Awards*, and will resume at the discretion of the Mayor.

Meeting resumed at 8.37 pm

19.1

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<th>Council Resolution</th>
<th>2016/403</th>
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<tr>
<td>Moved</td>
<td>Cr Strudwicke</td>
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<tr>
<td>Seconded</td>
<td>Cr Keen</td>
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“that Council, having considered Item 19.1 – *Australia Day Awards*, dated 19 December 2017, determines

a) Karen Simmons as the recipient of the Award for Citizen of the Year,
Ordinary Council Meeting
19 December 2016

and
b) Amy Paech as the recipient of the Award for Young Citizen of the Year, and
c) Two Wells and Districts Tennis Club as the recipient of the Award for Community Event of the Year”.

CARRIED

Council Resolution 2016/404
Moved Cr Strudwicke Seconded Cr McColl

“that, in accordance with Section 91(7) and Section 91(9) of the Local Government Act 1999 and on the grounds that Item 19.1 - Australia Day Awards (CON12/206) for Council meeting held on 19 December 2016, was received, discussed and considered in confidence pursuant to Section 90 (3)(a) of the Local Government Act 1999, this meeting of the Council, does order that:

(a) the agenda item, annexures and any other associated information submitted to this meeting and the minutes of this meeting in relation to the matter, remain confidential and not available for public inspection until the Chief Executive Officer advises the Elected Members that award recipients have been notified by administration of Council”.

CARRIED

There being no further business, the Mayor declared the meeting closed at 8.40 pm.

Confirmed as a true record.

Mayor: .................................................................

Date: _____/_____/___

Ordinary Council Meeting
Ordinary Council Meeting

19 December 2016
16 January 2016
4. ADJOURNED BUSINESS

MONDAY 16 January 2017

Items:

Section 19(3) – Adjourned Business – Local Government (Procedures at Meetings) Regulations 2013 (Section 19 Part 3) states:

*** Business adjourned from a previous meeting must be dealt with before any new business at a subsequent meeting

4.1 Independent Structural Report – Recommendations for Wasleys Bridge Maintenance

At the December 2016 Ordinary Meeting in relation to item 17.4 – Independent Structural Report - Recommendations for Wasleys Bridge Maintenance, the Elected Body resolved:

<table>
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<tr>
<th>Formal Motion</th>
<th>2016/ 392</th>
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<tbody>
<tr>
<td>Moved Cr Picard</td>
<td>Seconded Cr Jones</td>
</tr>
<tr>
<td>“that the motion be adjourned until discussions have been had with Light Regional Council confirming the ownership status of the Wasleys Road bridge”.</td>
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<tr>
<td>CARRIED</td>
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In response to motion 2016/392, the General Manager – Infrastructure has contacted Light Regional Council to clarify ownership and has been provided with evidence to demonstrate that the Municipal boundary between the two Council areas places the road, including Wasleys Road Bridge, wholly within Adelaide Plains Council area. Documentation attached provides the advice from the Light Regional Council to support their claim, in the form of:

Attachment 1

- Email form Jodie Loveridge to Martin Waddington dated 10 January 2017 - Local Government Boundary
- Email attached to above email – from Neil Purdham to Kieren Chappell dated 24 November 2011 - Request for amendment to Digital Data definition of portion of Western Boundary of Light Regional Council (Note that this was as a
consequence of a request from Light Regional Council for corrections to be made to the digital mapping of this area to bring it in line with the original (and current) gazetted locations of the municipal boundaries of the area.)

- PDF attached to above email Council Boundary
- PDF attached to above email – Govt Gazette 16 May 1878 Pg 1189
- PDF attached to above email – Govt Gazette 21 March 1935 Pg 859

In the context of the aforementioned evidence having been unearthed, it is now prudent for the Elected Body to reconsider the below motion currently on foot. Provided for in Attachment 2 is the original report presented to Council at its meeting held on 19 December 2016.

17.4 Moved Cr McColl Seconded Cr Keen

“that Council, having considered Item 17.4 – Independent Structural Report - Recommendations for Wasleys Bridge Maintenance, dated 19 December 2016,”endorse option four in the Mace Engineering report and allocate budget for $25,000 for the recommendation of stage one in 2017-2018 budget for maintenance repairs Wasleys Bridge”.

Ordinary Council Meeting

Page 18 of 230

16 January 2016
Attachment 1

to Item 4.1– Independent Structural Report – Recommendations for Wasleys Bridge Maintenance
dated 16 January 2017

Evidence of Bridge Ownership
Martin,

Further to our discussion yesterday regarding our joint council boundary and after discussion with Council’s General Manager, Economic Development, Kieren Chappell, we are happy to provide original email, supporting documentation and government response for your information.

This email was sent to Bill Watt of the Geographical Names Unit at the Lands Title Office and requested a review of the Digital Data definition of a portion of the Western Boundary of Light Regional Council. As mentioned, this was not a request to alter/amend the location of the boundary between our Councils, but a request to amend the Digital Data to show the boundary as described within the Gazette Notice.

I also provide below a link to Hundred of Grace plan dated 1873 to further assist in determining the location as detailed within the Gazette notice.


Please contact me should you wish to further discuss any of the attached documentation.

Regards

Jodie Loveridge | GIS & Assets Officer

Email: JLoveridge@light.sa.gov.au Web: www.light.sa.gov.au
Tel: 08 8525 3200 Fax: 08 8566 3262
Postal: PO Box 72, Kapunda SA 5373

The information contained in this email is intended only for the use of the person(s) to whom it is addressed and may be confidential or contain privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email without making a copy. The Light Regional Council advises that, in order to comply with its obligations under the State Records Act 1997 and...
Hello Bill

Re: Request for Amendment to Digital Data definition of portion of Western Boundary of Light Regional Council

Several matters have caused Council to look in detail at the current digital delineation of portion of the western boundary of the Light Regional Council District, in particular that portion adjoining the River Light, Wasleys Road and Allotment 567 in Filed Plan 175034 at Pinkerton Plains.

The current digital data definition of the Council boundary, (in the locality above described), has a multiplicity of abrupt changes of direction none of which appear to support prior definitions, ...either textural or mapped, for this boundary.

(... refer attached screen shot of the current DCDB Local Government Areas admin theme, superimposed upon aerial imagery, together with an approximation of the suggested boundary amendment.)

It would appear on the basis of documentation, (other than the current DCDB Local Government Areas admin theme), that the Local Government Boundary, should be delineated such that it traverses through Allotment 567 FP 175034, in a positioned coincident with the centreline of the River Light, until the point where the centerline of the river intersects the western boundary of Allotment 567, where upon it becomes coincident with, and follows, that cadastral boundary of Allotment 567 as it traverses south west, south, then continuing to follow the northern boundary of Wasleys Road in a southeasterly direction.

Whist Local Government administrative entities have changed over the years, with boundaries of theses administrative units also being regularly varied, it appears that original, (and to my understanding still current), definition of the boundary in question derived from the proclamation, made in the Government Gazette of 16 May 1878, page 1189, defining the boundary between the then District Council of Port Gawler and the then District Council of Mudla Wirra North. (... refer Govt Gaz extract attached) whereby the boundary between local government areas was defined as “following the course
of the River Light to its intersection with the main roads from Mallala to Wasleys thence in a southerly and south-easterly direction along the eastern and north-easterly sides of the said road”

As mentioned above there have been numerous changes to local government districts and their respective boundary footprints over the intervening years, however, I have not found any boundary definition to ‘overturn’ the before mentioned 1878 boundary definition. Indeed in the Government Gazette of 21 March 1935, Page 856, noting at the time of the uniting of the District Councils of Port Gawler, Grace and Dublin, (to form the District of Light, a forerunner to the current District Council Of Mallala) a definition consistent with the 1878 definition was proclaimed (... refer Gov Gaz extract attached).

The ‘loop of the river’ as the boundary is clearly visible in both Draw Plan 139/25 (which delineated the boundaries of the former District Council of Light, (not the DC Light that was predecessor of DC Mallala, but that which was the forerunner to Light Regional Council) and it’s Wards and also in Land Tenure Plans following, a copy of one such plan is attached hereto for your reference.

I have had a brief discussion with Mauri Trinca in respect to this matter and the delineation of the digital data forming the Council boundary and he has suggested that your comments in respect to this would be invaluable.

Accordingly I would be appreciative if you can review the above and if you consider it appropriate request Mauri and his team to make amendment to the DCDB Local Government Boundary, and any subservient datasets.

Thanking you for your consideration of the above.

Best regards .....Neil Purdam

Neil Purdam | Technical Officer, Infrastructure & Assets - Strategy, Projects & Engineering
Light Regional Council | Ph - 8525 3200 | PO Box 72 Kapunda SA 5373
Fax - 8566 3262 | Mob - 0417 819 357 | Email - npurdam@light.sa.gov.au
Suggest that delineation of Council Boundary be amended to location shown in red.
proclaim that all that portion of the Park Lands hereinafter described shall, on the 24th day of May instant, be used for the purpose of military training and exercise, and for all other military purposes; and shall be under the control of the Governor and Executive Council for the purposes aforesaid, that is to say—Commencing at the intersection of the Victoria Bridge Road with the River Torrens, then along the western side of said road to its junction, with the southern side of Pennington-terrace; thence westerly and south-westerly along south-western side of said terrace, and the south-eastern side of Manton-place to its junction, with the western side of Strangways-terrace; thence north-westerly and south-westerly along Strangways-terrace and its production to the western side of the Railway; then south-easterly along said side of Railway to its intersection with the said River Torrens; thence by the said river to the point of commencement, exclusive of the plantations and Manton Hill.

Given under my hand and the public seal of the said Province, at Adelaide, this fifteen day of May, in the year of our Lord one thousand eight hundred and seventy-eight, and in the forty-first year of Her Majesty's reign.

By command,

WILLIAM MORGAN, Chief Secretary.

GOD SAVE THE QUEEN!

SOUTH AUSTRALIA, Proclamation by His Excellency to wit. |
SAMUEL JAMES WAX, J.P., Esquire, (G.S.)
Chief Justice of the Province of South Australia, the Administrator of the Government thereof.

WHEREAS a memorial has been presented to me, signed by upwards of two-fifths of the ratepayers of the land proposed to be separated from the District of Port Gawler, praying that a portion of the District of Maudla Wirra North might be added to the District of Port Gawler, which memorial has been duly published in the Government Gazette: and I, the Administrator of the Government aforesaid, with the advice of the Executive Council, have determined to grant the prayer of the aforesaid memorialists; Now, therefore, I, the said Administrator, by virtue of the powers in me vested by “The District Councils Act, 1876,” and of all other powers me hereunto enabling, and with the advice and consent of the Executive Council, do hereby order, direct, and proclaim that all that portion of the District of Port Gawler comprised within the boundaries following, that is to say, comprising all that portion of the Hundred of Grace, commencing at the south corner of Section 80, Hundred of Grace; thence north along the eastern boundary of said Hundred to the north corner of Section 168; thence generally in a westerly and southerly direction, following the course of the River Light to its intersection with the main roads from Mallala to Wasley’s; thence in a southerly and south-easterly direction along the eastern and north-eastern sides of the said road to the point of commencement, shall be severed from the other portion of the said District of Port Gawler, and shall, from the date of this my Proclamation, be added to and form part of the Pinkerton and Forrest Wards of the District of Maudla Wirra North aforesaid: And I do hereby proclaim, order, and direct that the boundaries of the said District Council of Maudla Wirra North, and of the Pinkerton and Forrest Ward, shall, from the date hereof, be as set forth in the First Schedule hereunto annexed, and that the boundaries of the aforesaid District of Port Gawler shall be as set forth in the Second Schedule hereunto annexed.

FIRST SCHEDULE—DISTRICT OF MULDA WIRRA NORTH.

Bounded on the north and west by the River Light, being the south boundary of the District of Alma Plains, portion of the south boundary of the District of Stockport, and of the northern and eastern boundaries of the District of Grace; on the east by the north-western boundary of the District of Grace, and the north-western boundary of the District of Maudla Wirra South; and on the south by the north boundaries of the Districts of Maudla Wirra South and Port Gawler.

BOUNDARIES OF TWO ALTERED WARDS.

Pinkerton Ward.—Comprising that portion of the District west of Wychunga and Centre Wards, and north of the following boundary—Commencing at the south-east corner of Section 697, Hundred of Maudla Wirra: thence westerly along the northern side of road south of Sections 697 and 617, across the road to the south-east corner of Section 596; thence north-westerly and northerly along the south-western and western boundaries of said Section to its north-western corner; thence northerly across the road to the north-east corner of Section 176, Hundred of Grace, and generally in a westerly direction along the southern side of road north of Sections 176, 174, and 132, to the north-west boundary of the District.

Forrest Ward.—Comprising the remaining portion of the District south of Pinkerton Ward, west and south of portions of Centre Ward, and west of Ashwell Ward.

SECOND SCHEDULE—DISTRICT OF PORT GAWLER.

Bounded on the south by the northern boundary of the Hundred of Port Adelaide, and the north-west boundary of the Hundred of Munno Para, on the south-west by the sea coast, on the north-west by the River Light, on the north-east by the main road from Mallala to Wasley’s, and on the east by the western side of road east of Sections 207 and 307, Hundred of Grace, and 629, 638, 658, 668, 678, 21, and 85, Hundred of Port Gawler.

Given under my hand and the public seal of the said Province, at Adelaide, this fifteen day of May, in the year of our Lord one thousand eight hundred and seventy-eight, and in the forty-first year of Her Majesty’s reign.

By command,

WILLIAM MORGAN, Chief Secretary.

GOD SAVE THE QUEEN!

SOUTH AUSTRALIA, Proclamation by His Excellency to wit. |
SAMUEL JAMES WAX, J.P., Esquire, (G.S.)
Chief Justice of the Province of South Australia, the Administrator of the Government thereof.

WHEREAS by the “Crown Lands Consolidation Act,” it is amongst other things enacted that the Governor might, by Proclamation to be published in the Government Gazette, declare what part of the Crown lands are to be set apart for the sites of new towns, and such lands shall thereupon be reserved and designated as town lands: Now, therefore, I, the Administrator of the Government, in pursuance of the provision of the above-mentioned Act, do hereby proclaim and declare that all that portion of the Crown lands hereinafter described shall, from the date hereof, be reserved and designated as the Town of E—-
Ordinary Council Meeting

16 January 2016

LOCAL GOVERNMENT ACTS (RE-ARRANGEMENT) ACTS, 1929 AND 1931.

SOUTH AUSTRALIA, Proclamation by His Excellency the Governor's Deputy of the State of South Australia, to wit.

By virtue of the provisions of the Local Government Acts (Re-arrangement) Acts, 1929 and 1931, 5, the said Governor's Deputy, with the advice and consent of the Executive Council, and in accordance with the unanimous recommendation of the Local Government Department, appointed under the said Acts, do hereby—

1. Unite the areas of the district council districts of Port Gawler, Grange, and Dublin.

2. Declare that the area formed by the said union shall be a district council district and shall be named the district council district of Light, the boundaries thereof shall be as defined in the first schedule hereto.

3. Declare that the said district council district of Light shall be subdivided into four wards as defined in the second schedule hereto.

4. Declares that the assessment for rates in the said district council district of Light shall be based on annual values.

5. Provides that the first meeting of the district council of the said district council district of Light shall be called by the person last occupying the position of district clerk of the district council of Grange prior to the union of the areas referred to.

6. Direct that the enrolments compiled from the assessment books of the district councils of Port Gawler, Grange, and Dublin as existing immediately before the said union shall be used for the first election held in the said district council district of Light.

7. Declare that the said union shall take effect on and from the 1st day of May, 1936.

THE FIRST SCHEDULE.

Comprising all those portions of the hundreds of Dublin, Grange, and Port Gawler bounded as follows:—Commencing at the north-western corner of the hundred of Dublin (low water mark); thence easterly along the northern boundary of the hundred to the north-western corner of section 26; thence north-westernly across road and north-western corner of section 27, hundred of Invermay; thence easterly along the northern boundary of the hundreds of Dublin and Grange to south-eastern corner of portion of the eastern boundary of the latter hundred to the north-western corner of the hundred of Aldona; thence in the hundred of Grange, generally easterly and south-easterly along the centres of the River Light to its intersection with the western boundary of section 2; thence south-easterly along said boundary, south-easterly along the eastern boundary of the hundred of Grange and Port Gawler, westerly, and south-westerly along the western boundary of the hundred of Port Gawler and Dublin (low water mark) to the point of commencement.
Attachment 2
to Item 4.1– Independent Structural Report – Recommendations for Wasleys Bridge Maintenance
dated 16 January 2017

COPY of Report 17.4 Dated 19 December 2016
**17.4 Independent Structural Report - Recommendations for Wasleys Bridge Maintenance**

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<tr>
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<th>19 December 2016</th>
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<tr>
<td>Prepared by:</td>
<td>Asset Management Officer</td>
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| Corporate Objective: | 5.1.3 Ensure governance and operational policies, procedures and activities align with organisational, legislative requirements and best practice. |
|----------------------| 3.3.1 Ensure a safe and efficient local road network and associated infrastructure |

**Purpose:**

To recommend to Council allocating budget for urgent maintenance for 2017-2018 in a staged approach for maintenance on Wasleys Bridge.

**Recommendation 1:**


**Recommendation 2:**

“that Council, having considered Item 17.4 – *Independent Structural Report - Recommendations for Wasleys Bridge Maintenance*, dated 19 December 2016,” endorse option four in the Mace Engineering report and allocate budget for $25,000 for the recommendation of stage one in 2017-2018 budget for maintenance repairs Wasleys Bridge”.
## Impact Summary

### Organisational and Governance

| Financial       | Budget items for 2017-2018 onwards  
<table>
<thead>
<tr>
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<th>Funding streams to be investigated to support the future of the community asset.</th>
</tr>
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<tbody>
<tr>
<td>Legislation</td>
<td>Nil</td>
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| Risk            | Accelerated deterioration of bridge structure if no maintenance is carried out.  
|                 | Closure of the bridge structure in the longer term is plausible for public safety. |
| Consultation    | Nil                                                                               |
| Asset Management Plans | Regular condition inspections to re-evaluate remaining life of this asset, if the maintenance program is supported it will extend the life of the Heritage Bridge. |
| Service Standards | Fit for Purpose                                                                   |
**Background**

Wasleys Bridge is located on Wasleys Road over the River Light at Redbanks approximately five kilometres east of Mallala. The bridge is State Heritage listed, designed in 1913 and constructed soon afterwards and is therefore just over 100 years old.

The structure is a single span steel arch with a reinforced concrete deck. The span is 30.5 metres with a kerb to kerb width of 6.4 metres. The abutments and wingwalls each end are reinforced concrete.

In April 2013 Council endorsed the lowering of the load limit on Wasleys Bridge to 12 Tonne as this is the design threshold limit recommended through a detailed report requested by Light Regional Council and prepared by a Kellogg Brown and Root Consulting Engineers in July 2011 (KBR). This document also provided a detailed recommendation for maintenance repairs that will be required over the life of this asset.

Asset Management administration have raised issues and concerns with the current condition of this bridge. Administration on several occasions submitted budget bids to start remediation maintenance as recommended by the KBR report. Council Asset administration in July 2016 engaged Councils consulting engineer Mace Engineering Services to review the detailed condition assessment report for the Wasleys Bridge prepared by a KBR. Mace Engineering Services report ([Attachment 1](#)) investigates the condition of the Wasleys Bridge in 2016 comparative to the previous condition assessment completed in 2011.

**Discussion**

The report provides critical defects maintenance recommendations required over the next 5 years to ensure the bridge is maintained to prolong the life, public safety and to reduce the risk to have to consider closing the bridge until major expensive works will be required.

The recommendations from the consulting Engineers, Asset Management administration and from a Risk Management perspective is to support option four stage one and two from the Mace Engineering Report in a staged approach.
Expenditure

The cost of this option would total approximately (not quoted by tender) $120,000 of the required maintenance remediation with short term for stage 1 estimated costs $25,000 is highly recommended to be undertaken in 2016/17 however this was not approved in the budget process and now for consideration in 2017/18 and the longer term works stage 2 be considered in 2019/20 estimated expenditure of $95,000.

Stage 1 - Short term works include:

- Scouring Protection to the underside embankment and removal of debris from the bridge and waterway.
- Cleaning of all steal girders and repair of the webbing.
- Installation of closing plates for the girders to protect from debris build up.

Stage 2 - Longer term works include:

- Repairs to the underside of the concrete decking

The proposed short term works has now become a high priority due to the Light River Flooding in November 2016. The flooding has deposited debris in the steal girders, on and around the bridge structure as seen in (Attachment 2).

Regular inspections of this bridge will be required to be undertaken to ensure there is no further degradation from normal traffic flows or extreme weather events

Summary

It is recommended that Council consider the detailed assessment report provided by Mace Engineering Services that has included five options for future management strategies. Consideration is recommended for the endorsement of option four stage one for the estimated $25,000 in the 2017-2018 budget and further consideration for stage two in the upcoming long Term Financial Planning for the Wasleys Bridge maintenance requirements.
Attachment 1

to report 17.4 - Independent Structural Report -Recommendations for Wasleys Bridge Maintenance dated 19 December 2016

Engineering Assessment
1. **BACKGROUND**

Wasleys Bridge is located on Wasleys Road over the River Light at Redbanks approximately five kilometres east of Mallala. The bridge is State Heritage listed, designed in 1913 and constructed soon afterwards and is therefore just over 100 years old.

The structure is a single span steel arch with a reinforced concrete deck. The span is 30.5 metres with a kerb to kerb width of 6.4 metres. The abutments and wingwalls each end are reinforced concrete.

Light Regional Council has previously provided District Council of Mallala a detailed condition assessment report for the bridge structure prepared by KBR Consulting Engineers in July 2011. This report followed the most recent large flood event of the River Light on 20\textsuperscript{th} December, 2010 when water level reached the deck level of the bridge.

The KBR report recommended that there was the need to undertake a certain amount of maintenance work within two years of the report to achieve an assessed reconstruction date of 2025 and further maintenance within six years to increase the assessed reconstructon date to 2045. The report also recommended that a 12 tonne load limit be placed on the structure.
As a result of Council receiving the KBR report, a summary was presented to the Council meeting on 23rd April, 2013. The summary detailed the recommended repairs to the structure and that the recommended load limit of 12 tonnes be introduced. The recommendation resulting from Council at the 23rd April, 2013 meeting was to place the 12 tonne load limit on the structure but there was no decision or commitment made on undertaking any maintenance work.

2. **PRESENT BRIDGE CONDITION & REQUIRED REPAIRS**

An inspection was undertaken of the bridge structure on 26th July, 2016 with Mr Thomas Jones, Council’s Strategic Infrastructure Co-Ordinator. This inspection was just over five years after the KBR inspection was undertaken on 29th March, 2011. During this five year period there have not been any large storm events where the water level reached the level of the bridge structure. The 12 tonne load limit placed after the April, 2013 Council meeting was still in place.
The inspection highlighted that there had not been any obvious changes in the condition of the bridge structure over the five year period.

As highlighted with the KBR report the critical defect on the bridge is the corrosion of the outer web of the outside girders which in a number of localised areas has caused corrosion through the full depth of the web. This corrosion is due to the girders being open at the top and debris building up over time inside of the girders and becoming concentrated at the vertical channel locations. This build up causes moist conditions and in combination with the loss of protective coating on the outside and inside face of the web, increases the rate of corrosion. The open nature of the girders and the lack of protective coating are relevant for all the girders and the defects witnessed on the outside girders can be expected to occur elsewhere throughout this girder and the other girders over time.

To alleviate this defect it is recommended that the build up debris inside all of the girders is cleaned out and removed and that the inside faces of the girders are blasted or pressure cleaned to remove all the laminar corrosion and loose material. At this stage the webs should be inspected to assess the sections of the girders with a web thickness of 6mm or less. Any areas of web identified as being 6mm thick or less are then required to be repaired in accordance with DTEI standard repair No. 14.

In addition, the large debris lodged within the bridge framing from the 2010 storm event and previous large storm events should be removed. These repairs as with the KBR report are required in the short term. The KBR report recommended that these repairs be undertaken by 2013 to achieve a reconstruction date of 2025.
Photo 2 – Build up of debris within the open topped girders holding moisture

Photo 3 – Corrosion through web where build up of debris has occurred
As with the KBR report, it is agreed that to achieve a long term life of the bridge and virtually bring it back to its original condition there is a need to repair the protective coating of the steelwork and to undertake the patch repair of the spalling concrete to the underside of the reinforced concrete deck.

The KBR recommendations from July, 2011 are as follows:-

- *The existing condition of the protective coating to the steelwork is very varied throughout the bridge with a majority of the cross girders and the central girder in an adequate condition but at the other extreme the outer girders and some vertical channels are in poor condition with very limited protective coating remaining in place. It is recommended that the protective coating to all of the steelwork is repaired to stop the existing surface corrosion and pitting progressing to a loss of section defect which will directly affect the load carrying capacity of the bridge and the remaining life. The repair of the protective coating may mean the total repainting of some elements and the touching up of other elements.*
• For the repairs to the underside of the deck it is recommended that the DTEI standard repair No. 1 be adopted to the affected areas. The effected areas are concentrated to the areas beyond the outer horizontal channels and also between the cross girders at the Wasleys end. If the spalling concrete between the cross girders is not repaired the areas of spalled concrete will increase in size exposing more of the reinforcement. The exposed reinforcement will then start to corrode and progress to section loss of the reinforcement which will directly affect the load carrying capacity of the bridge and the remaining life. At this moment in time it has been assessed that minimal section loss has occurred to the exposed reinforcement.

From the latest inspection and the lack of any obvious change in the existing protective coating on the steelwork and the extent of the spalled concrete on the underside of the deck, it is not considered that there is the same urgency to undertake all of this work. The spalling concrete is the major concern and although not obvious to the eye, the deck reinforcement is most likely deteriorating at a quicker rate than the girder steel.

Photo 5 – Spalled concrete on the underside of bridge deck showing the corroding reinforcement
3. **TRAFFIC VOLUMES**

Traffic counters were placed on the Mallala approach to Wasleys bridge between the 26\textsuperscript{th} March, 2015 and 14\textsuperscript{th} April, 2015. At the time of the counting, the 12 tonne load limit was in place.

This latest count shows that approximately 100 vehicles per day are crossing the bridge with approximately 3\% over the 12 tonne limit. The previous count between 12\textsuperscript{th} November, 2012 and 16\textsuperscript{th} December, 2012 was prior to the 12 tonne load limit being in place and during the busier harvest period. This count showed approximately 150 vehicles per day with 24\% of vehicles over the 12 tonne load limit.

The present traffic volume of 100 vehicles per day is relatively high for a council unsealed road and indicates that this section of road including the bridge forms an important part of Council’s road network.

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**Photo 6** – Deteriorated protective coating on major part of span with relatively light corrosion
4. **OPTIONS FOR WASLEYS BRIDGE**

It appears that Council has several options available for its future management of the State Heritage listed Wasleys Bridge. Although the bridge forms the boundary with Light Regional Council, the bridge has been declared an infrastructure asset owned by the District Council of Mallala. All maintenance work on the structure is therefore the full responsibility and cost to Council.

The options that are recommended for consideration for the future of Wasleys Bridge are:-

1. **Close the bridge** – this will create minimal cost for Council but will inconvenience the 100 vehicles per day that presently cross the bridge. There is an alternative, slightly longer route using Redbanks Road and Cheek Road which could be used.

2. **Keep bridge open with no planned maintenance** – Retain 12 tonne load limit, retain the existing philosophy of not undertaking any of the KBR recommended maintenance, inspect structure annually and only undertake maintenance work when there is an obvious deterioration in condition.

3. **Keep bridge open with short term maintenance** – Retain 12 tonne load limit, undertake KBR short term maintenance of cleaning out girders, high pressure clean girders, weld plates and clean large debris off structure. Ideally this work would be undertaken in 2016/17 or 2017/18. The estimated cost of this work is $25,000. In addition, an annual inspection of the deck spalling and girder corrosion would be undertaken to highlight any obvious deterioration in condition.

4. **Keep bridge open with short and some longer term maintenance** – Retain 12 tonne load limit, undertake KBR short term maintenance of cleaning out girders, high pressure clean girders, weld plates and clean large debris off structure. Ideally this work would be undertaken in 2016/17 or 2017/18. Also undertake the KBR longer term maintenance repair of the spalling deck in 2019/20. The estimated cost of this work totals $120,000 and includes $25,000 for the short term works and $95,000 for the deck works.
5. **Keep bridge open with short term and longer term maintenance** – Same as for Option 4 but with the KBR longer term protective coating of the steel girders. At this stage the corrosion of the girders is only shallow surface corrosion and therefore a new protective coating is considered to be more aesthetic than structural. The application of protective coating of the girders if proceeded with should be undertaken by 2024/25. The estimated cost of this work totals $235,000 and includes $25,000 for the short term works, $95,000 for the deck works and $115,000 for the protective coating of the girders.

5. **CONCLUSIONS & RECOMMENDATIONS**

Based on the inspection of the bridge structure undertaken on 26\textsuperscript{th} July, 2016 the Wasleys Bridge structure is presently deteriorating at a very slow rate with no obvious change occurring over the past five years.

Although there are approximately 100 vehicles per day using this structure, there is a slightly longer alternate route available for vehicles travelling between Mallala and Wasleys. Council therefore needs to make a decision on whether to close this State Heritage listed structure, divert the relatively high number of users and save on the short and long term maintenance costs.

If Council decides to keep the structure open, it can continue with the present no maintenance approach of Option 1 but should ensure that regular inspections are undertaken to ensure that any deterioration in condition is noted.

From an engineering, asset management and risk management perspective the recommended action if the structure is kept open to traffic is Option 4 as the protective coating of the full structure is difficult to warrant at this stage. The cost of this option would total approximately $120,000 of maintenance work with the KBR short term work costing $25,000 be undertaken in 2016/17 or 2017/18 and the repair of the spalling deck be undertaken in 2019/20 costing $95,000.
Attachment 1

to report 17.4 - Independent Structural Report -Recommendations for Wasleys Bridge Maintenance dated 19 December 2016

Digital Visual Record
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<th>BRIEFINGS</th>
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<td><strong>MONDAY 16 January 2017</strong></td>
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**Items:**

7.1 Chris Kaufmann – Northern Adelaide Irrigation Scheme - Update
8. MAYOR’S REPORT

MONDAY 16 January 2017

Items:

Activities and Meetings attended

8.1 Meetings Attended and / or Discussions Held – Mayor Flaherty (CON12/1199)
Activities and Meetings attended

Thursday 15 December 2016
Audit Committee Meeting
Special Council Meeting

Monday 19 December 2016
Mayor / Councillor / CEO Meeting
Mayor / CEO Meeting / GM Meeting
Citizenship Ceremony
Ordinary Council Meeting

Monday 9 January 2017
Mayor / CEO Meeting
Mayor / Councillor Meeting

Tuesday 10 January 2017
Mayor / Councillor Meeting
Mayor / Deputy Mayor / CEO Meeting

Wednesday 11 January 2017
Mayor / CEO / EA Meeting

Monday 16 January 2017
Mayor / CEO / GM Meeting
Ordinary Council Meeting
9. MINUTES AND/OR RECOMMENDATIONS

9.1 Governance Advisory Panel (CON16/8)
No Minutes

9.2 Strategic Planning and Development Policy Committee (CON14/35)
No Minutes

9.3 Audit Committee (CON12/522)
No Minutes

9.4 Chief Executive Officer Review Committee (CON12/521)
No Minutes

9.5 Environmental Management Advisory Committee (CON12/1101)
No Minutes

9.6 Community Development and Advisory Committee (CON12/1100)
No Minutes

9.7 Mallala and Districts Homes Committee (CON12/872)
No Minutes

9.8 Mallala and Districts Historical Committee (CON12/871)
No Minutes
10. ASSOCIATED ORGANISATIONS

MONDAY 16 January 2017

Items:

10.1 Gawler River Floodplain Management Authority (CON12/314)
10.1.1 Minutes of meeting held 22 December 2016

10.2 Central Local Government Region (CON12/582)
10.2.1 No Minutes
10.1 Gawler River Floodplain Management Authority

MONDAY 16 January 2017

Items:

10.1.1 Minutes of meeting held 22 December 2016
1. **WELCOME**
   Mr Ian Baldwin formally welcomed Board Members, Deputy Board Members and opened the ninety third meeting of the Board.

2. **PRESENT**
   Mr Ian Baldwin, Independent Board Member, Chair  
   Cr Malcolm Herrmann, Adelaide Hills Council, Board Member  
   Cr Anne Picard, Adelaide Plains Council, Board Member  
   Mr James Miller, Adelaide Plains Council, Board Member  
   Mayor Bob Sloane, The Barossa Council, Board Member  
   Mr Scott Reid, Gawler Council, Deputy Board Member  
   Mr Paul Koch, Gawler Council, Deputy Board Member  
   Mr Andrew Philpott, Light Regional Council, Deputy Board Member  
   Cr Denis Davey, City of Playford, Board Member  
   Mr Greg Pattinson, City of Playford, Deputy Board Member  
   Mr Dean Gollan, Executive Officer  
   Cr Mel Lawrence, Adelaide Plains Council, Observer

3. **APOLOGIES**
   Mr Marc Salver, Adelaide Hills Council, Deputy Board Member  
   Mr Gary Mavrinac, The Barossa Council, Board Member  
   Cr Adrian Shackley, Gawler Council, Board Member  
   Mr Sam Dilena, Gawler Council, Board Member  
   Mr Mal Hemmerling, City of Playford, Member
GRB 16/0063 Appointment of Observer

Moved: Mayor Sloane  Seconded: Cr Davey
That Cr Mel Lawrence be appointed as an observer to the meeting.

CARRIED

4. GENERAL BUSINESS

4.1 Gawler River 2016 Preliminary Report

GRT 16/0064

Moved: Mr Philpott  Seconded: Mayor Sloane
That Cr Lawrence be allowed to remain in the room for the confidential item to follow.

CARRIED

GRT 16/0065 In Committee

Moved: Mr Miller  Seconded: Mr Pattinson
That under the provisions of Section 90(2) of the Local Government Act 1999, an Order be made that the public be excluded from attendance at the meeting in order to consider in confidence agenda item 4.1 Gawler River 2016 Preliminary Report
And Further
That the GRFMA Board is satisfied that it is necessary that the public be excluded to enable the Board to receive, discuss or consider the report at the meeting on the following ground/s:
Section 90(3)(d)&(e) information the disclosure of which—
(i) could reasonably be expected to prejudice the commercial position of the person who supplied the information to the Council where the disclosure of it would, on balance, be contrary to the public interest, and
(ii) matters affecting the safety of any person;
And Further
That accordingly, on this basis, the principle that meetings of the GRFMA Board should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

GRB 16/0066 Short Term Suspension of Proceedings

Moved: Cr Herrmann  Seconded: Cr Davey
That there be a suspension of formal proceedings to allow informal discussions to be held on the Report.

CARRIED

The Chair called a resumption of normal proceedings remaining in confidence at 15.37pm.
Confidential resolution

OUT OF COMMITTEE

Moved: Cr Davey Seconded: Cr Picard
That the confidential Minutes of the meeting held on 22 December 2016, Item 4.1 - Gawler River 2016 Preliminary Report and all documents and discussions relating to the matter which was considered in confidence pursuant to Section 90(2) and (3)(d) & (e), remain confidential until the report has been made public by the Board.

CARRIED

5. CLOSURE

The Chair thanked everyone for their contribution and closed the meeting at 15.53pm.

Confirmed 16 February 2017

Chair __________________
## 11 QUESTIONS ON NOTICE

**MONDAY 16 January 2017**

**Items:**

11.1 Salt Creek Foot Bridge – Two Wells  
11.2 Bakers Road Ford Upgrade – Scope of project
Councillor Jones gave notice of his intention to ask the following questions:

<p>| <strong>Preamble</strong> | With current and an expected increase of local storm water inflows from Two Wells residential development growth bounding Salt Creek, increase of mosquito presence complaints and exacerbated recently by rain event of 75mm +, it appears evident each rain event large area of water backs up behind Salt Creek Pedestrian walkway, in interest of accountability good governance and what water flow issues were considered including any public consultation prior to development approval process of Salt Creek Pedestrian crossing I ask following questions. |
| <strong>Question 1:</strong> | Is Salt Creek Pedestrian walkway on Council land? |
| <strong>Answer:</strong> | Answer to be provided at the 20 February 2017 Ordinary Council meeting. |
| <strong>Question 2:</strong> | When was construction of Salt Creek Pedestrian walkway approved by CDAP and were any conditions attached? please specify |
| <strong>Answer:</strong> | Answer to be provided at the 20 February 2017 Ordinary Council meeting. |
| <strong>Question 3:</strong> | Was consideration given to pedestrian walkway design as foot bridge adjacent to bridge line and level rather than follow contour down into creek bed? |
| <strong>Answer:</strong> | Answer to be provided at the 20 February 2017 Ordinary Council meeting. |
| <strong>Question 4:</strong> | What agencies were consulted during approval process of Salt Creek Pedestrian crossing? please specify |
| <strong>Answer:</strong> | Answer to be provided at the 20 February 2017 Ordinary Council meeting. |</p>
<table>
<thead>
<tr>
<th>Question 5:</th>
<th>What information was provided with application regarding likely increased water flows as result of increase development growth within local Salt Creek catchment area?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Answer:</td>
<td>Answer to be provided at the 20 February 2017 Ordinary Council meeting.</td>
</tr>
<tr>
<td>Question 6:</td>
<td>As its been threatened a number of times in past by member that in event of flooding from Salt Creek landowners would sue for compensation from Adelaide Plains Council, what liability exists for APC in event of flooding of private land from Salt Creek?</td>
</tr>
<tr>
<td>Answer:</td>
<td>Answer to be provided at the 20 February 2017 Ordinary Council meeting.</td>
</tr>
</tbody>
</table>
Councillor Jones gave notice of his intention to ask the following questions:

**Preamble**

September 30 edition of Bunyip Press contained article re Baker Ford upgrade, the article stated that Mallala Council was forced to spend an extra $234,785 on the project after contractor made changes to works due to sub grade conditions and two organisations Telstra and SA Water called for their infrastructure to be relocated as result of works, initial project was expected to cost $417,000 but ended up at $630,596, Mayor Kennington at time was quoted over budget cost was managed through "incidental budget savings" further the article stated the upgrade will see a span-deck bridge installed at the ford, as public interest in this matter has continued I ask the following Questions:

<table>
<thead>
<tr>
<th>Question 1:</th>
<th>Was a project manager appointed to oversee works? Please specify</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Answer:</strong></td>
<td>Answer to be provided at the 20 February 2017 Ordinary Council meeting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question 2:</th>
<th>What was the technical nature of changes contractor made to original project? Please specify in detail and why an sub grade conditions were not taken into consideration in original quote</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Answer:</strong></td>
<td>Answer to be provided at the 20 February 2017 Ordinary Council meeting.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question 3:</th>
<th>What communications were entered into (email, letter etc) with Telstra and SA Water prior to works commencing and are copies in Council records?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Answer:</strong></td>
<td>Answer to be provided at the 20 February 2017 Ordinary Council meeting.</td>
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</tbody>
</table>

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<thead>
<tr>
<th>Question 4:</th>
<th>The spin “incidental budget savings” that managed budget glow out, in financial terms exactly how was that shortfall managed?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Question 5:</strong></td>
<td>In the exacting definition of a span-deck bridge is Baker Ford crossing defined in that category?</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Answer:</strong></td>
<td>Answer to be provided at the 20 February 2017 Ordinary Council meeting.</td>
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</table>
Items:

15.1 Environmental Assessment
### 15.1 Environmental Assessment

<table>
<thead>
<tr>
<th>Container No:</th>
<th>CON12/537</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Date:</td>
<td>16 January 2017</td>
</tr>
<tr>
<td>Prepared by:</td>
<td>Cr S Jones</td>
</tr>
</tbody>
</table>

**Preamble:**
In response to claim made by Councillor McColl at last Council meeting regarding site contamination at 210 Hayman Rd and in response to advice from EPA I put the following:

**Motion 1:**
Moved Cr Jones Seconded
“that Council instruct the CEO to engage suitably qualified and experienced site contaminant consultant to undertake an environmental assessment of property namely 210 Hayman Road to presences/absence of any site contaminants.”
Items:

16.1 Council Resolutions/Action Report
16.2 Kerb Side Waste Collection Fees System Information
16.1 Council Resolutions/Action Report

Container No: CON12/1199
Document No: D17/224

Report Date: 16 January 2017
Prepared by: General Manager – Governance & Communications

Corporate Objective: 5.1 Effective governance, leadership and teamwork.

Purpose: To provide for Council’s information and monitoring, the status of actions that are currently being processed.

## Impact Summary

### Organisational and Governance

<table>
<thead>
<tr>
<th>Financial</th>
<th>Nil</th>
</tr>
</thead>
</table>
| Legislation        | Local Government Act 1999  
Local Government (Procedures at Meetings) Regulations 2013 |
| Risk               | Nil |
| Consultation       | Nil |
| Asset Management Plans | Nil |
| Service Standards  | Open, transparent and regular reporting to Council will improve communication and trust, which in turn will improve the standard of service being provided. |
Background

This report provides the status of Council Resolutions that have not yet been closed out for the period commencing January 2015 to November 2016. It also provides all Council Resolutions for January 2016 for Council Members’ information (Attachment 1).

Discussion

Administration acknowledges the efficiencies afforded the Council Members monitoring their performance and the confidence built using transparent control measures.

The status of resolutions for the period January 2015 – November 2016 is reported by exception (ongoing/unfinalised matters). However, those previously outstanding matters that have been finalised since the last report to Council are also included for the sake of completeness.

The resolutions for December 2016 are provided in full.

Summary

Council Resolutions will be included as a standing agenda item. Moving forward, resolutions from one month prior to the current meeting will be reported in full and all earlier resolutions will be reported on an exception basis. Council Administration welcomes feedback on the Action Sheet format.
Attachment 1

to report 16.1 - Council Resolutions/Action Report
dated 16 January 2017

Resolution Status Report
### RESOLUTION REGISTER AND ACTION SHEET (January 2015 - November 2016) - Unfinalised Items

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Item Number</th>
<th>Title</th>
<th>Resolution Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>27-Apr-15</td>
<td>17.2</td>
<td>Lewiston Community Focal Point Study - Phase 2: Cost Benefit Analysis (CON13/8)</td>
<td>&quot;that the Council, having considered Item 17.2 - Lewiston Community Study Phase 2: Cost Benefit Analysis, dated 27 April 2015, request that a report be brought back to Council to include costs, flooding concerns, native vegetation issues, identified community club and group participation and minimum cost infrastructure requirements for Hams Park, Clara Harniman Reserve and 210 Hayman Road.&quot;</td>
</tr>
<tr>
<td>21-Dec-15</td>
<td>14.2</td>
<td>Long Term Financial Plan (CON12/537)</td>
<td>&quot;that Council undertake a substantial and complete review of its Long Term Financial Plan in good time for the next Budget.&quot;</td>
</tr>
<tr>
<td>18-Jan-16</td>
<td>14.2</td>
<td>Dedicated car parking facilities (CON12/537)</td>
<td>&quot;that the Chief Executive Officer be instructed to bring a report back to council that provides suitable options for the provision of dedicated car parking facilities at Webb Beach, Parham and Thompson Beach. Further, that in undertaking this research, the CEO be instructed to commence discussions with agencies such as Fisheries, Coast Protection Branch, Native Vegetation Council, Natural Resources Management Board, DPTI, and the Northern Adelaide International Bird Sanctuary with a view of obtaining their position and the prospect of securing funding for this initiative.&quot;</td>
</tr>
<tr>
<td>18-Jan-16</td>
<td>16.4</td>
<td>Strategic Plan Exemption (CON12/1150)</td>
<td>&quot;that Council, having considered Item 16.4 – Strategic Plan Exemption, dated 18 January 2016, acknowledges its statutory obligations to commence a comprehensive review within the prescribed time frame. However, given Council is in the process of a supplementary election for Mayor and recruitment of a Chief Executive Officer, it would be appropriate to defer commencement on the review until these matters have been concluded and roles filled.&quot;</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Resolution Number</th>
<th>Status/Comments ('Deferred, Ongoing, Agenda, Completed')</th>
<th>Responsible Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/129</td>
<td>Agenda 20/2/17 - Report scope to be prepared early 2017</td>
<td>Development &amp; Community</td>
</tr>
<tr>
<td>2015/328</td>
<td>Agenda 16/1/17</td>
<td>CEO</td>
</tr>
<tr>
<td>2016/005</td>
<td>Agenda 20/2/17</td>
<td>Infrastructure</td>
</tr>
<tr>
<td>2016/016</td>
<td>Ongoing - Commenced with initial presentation care of Anne Petch on 21/11/16</td>
<td>CEO</td>
</tr>
<tr>
<td>Meeting Date</td>
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<tr>
<td>15-Feb-16</td>
<td>16.6</td>
<td>Reduce Speed Limits in Coastal Settlements (CON12/993)</td>
</tr>
<tr>
<td>16-May-16</td>
<td>8.5</td>
<td>Environmental Management Advisory Committee Recommendation - EMAC and Working Party</td>
</tr>
<tr>
<td>20-Jun-16</td>
<td>12</td>
<td>Petition</td>
</tr>
<tr>
<td>20-Jun-16</td>
<td>14.3</td>
<td>Changes to Travel Allowance (CON12/537)</td>
</tr>
<tr>
<td>20-Jun-16</td>
<td>14.4</td>
<td>Future Annual Staff Costs (CON12/537)</td>
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<tr>
<td>Meeting Date</td>
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<tr>
<td>20-Jun-16</td>
<td>16.6</td>
<td>Parham – Horse Activity Management (CON12/131)</td>
</tr>
<tr>
<td>18-Jul-16</td>
<td>9.2.1</td>
<td>Strategic Planning and Development Policy Committee (CON14/35) Recommendations to Council of the meeting held 27 June 2016</td>
</tr>
<tr>
<td>18-Jul-16</td>
<td>9.2.2</td>
<td>Strategic Planning and Development Policy Committee (CON14/35) Recommendations to Council of the meeting held 27 June 2016</td>
</tr>
<tr>
<td>19-Sep-16</td>
<td>15.1</td>
<td>Middle Beach Revegetation Protection (CON12/573)</td>
</tr>
<tr>
<td>Meeting Date</td>
<td>Item Number</td>
<td>Title</td>
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<td>19-Sep-16</td>
<td>15.1</td>
<td>Middle Beach Revegetation Protection (CON12/573)</td>
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<tr>
<td>19-Sep-16</td>
<td>15.2</td>
<td>Parham and Webb Beach Culverts (CON12/573)</td>
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<td>Parham and Webb Beach Culverts (CON12/573)</td>
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<tr>
<td>19-Sep-16</td>
<td>16.5</td>
<td>Request for the Mallala Chamber Refurbishment (CON12/953)</td>
</tr>
<tr>
<td>19-Sep-16</td>
<td>16.6</td>
<td>Suicide Prevention Network (CON12/1040)</td>
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<tr>
<td>Meeting Date</td>
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<td>19-Sep-16</td>
<td>17.1</td>
<td>Application for Section 270 Internal Review of Council Decision (CON12/859)</td>
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<tr>
<td>19-Sep-16</td>
<td>17.4</td>
<td>Junction &amp; Women’s Housing Ltd – Lease and Working Agreement (CON12/905)</td>
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<tr>
<td>19-Sep-16</td>
<td>17.8</td>
<td>Two Wells Football &amp; Netball Sporting Clubs Inc – Ground Lease (CON12/912)</td>
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<td>17.8</td>
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<tr>
<td>19-Sep-16</td>
<td>17.9</td>
<td>Two Wells Golf Club Inc – Proposed Ground Lease and Community Consultation (CON12/920)</td>
</tr>
<tr>
<td>17-Oct-16</td>
<td>16.1</td>
<td>Hard Waste Voucher (CON12/573)</td>
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<tr>
<td>Meeting Date</td>
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<tr>
<td>17-Oct-16</td>
<td>16.2</td>
<td>Calomba Daisy Control</td>
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<td>17-Oct-16</td>
<td>18.2</td>
<td>Kerbside Collection - Waste Truck Replacement</td>
</tr>
<tr>
<td>17-Oct-16</td>
<td>18.4</td>
<td>Moquet Lee Reserve and Grace Plains Cemetery remediation</td>
</tr>
<tr>
<td>21-Nov-16</td>
<td>15.3</td>
<td>Salt Creek Remediation engagement of hydrological engineer</td>
</tr>
<tr>
<td>21-Nov-16</td>
<td>15.5</td>
<td>Independent Review of Coastal Settlements Adaptations Study</td>
</tr>
<tr>
<td>Meeting Date</td>
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<tr>
<td>21-Nov-16</td>
<td>17.2</td>
<td>Annual Report 2015-2016</td>
</tr>
<tr>
<td>21-Nov-16</td>
<td>17.3</td>
<td>Ordinary Council Meeting Schedule 2017</td>
</tr>
<tr>
<td>21-Nov-16</td>
<td>17.4</td>
<td>Donation of Water Tanks for Pinery Fire Area</td>
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</tbody>
</table>
| 21-Nov-16    | 17.8        | Two Wells Golf Club Inc – Ground Lease | “that Council, having considered Item 17.8 – Two Wells Golf Club Inc – Ground Lease, dated 21 November 2016, receive and note the report, and in doing so:-
A. Authorises the Chief Executive Officer to negotiate and finalise any outstanding terms of the lease,
B. Subject to Ministerial consent, authorises, pursuant to Section 38 and 44 of the Local Government Act 1999, the Mayor and Chief Executive Officer to execute under the common seal of Council, the lease agreement between the Adelaide Plains Council and Two Wells Golf Club Inc,
C. In accordance with Section 166(1)(j) of the Local Government Act 1999, Council, being satisfied that the land comprised in Crown Record 5764/757, Assessment 40451, is being used by an organisation which, in the opinion of Council, provides a benefit or service to the local community, grants a discretionary rebate of 100 percent (%) of the rates imposed, effective from the 2017/18 rating year.” | 2016/369 | Ongoing - awaiting response from Crown Lands Unit of Department of Environment, Water & Natural Resources | CEO Governance & Communications |
<table>
<thead>
<tr>
<th>Meeting Date</th>
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<th>Responsible Department</th>
<th>Carried/Lost</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-Dec-16</td>
<td>2.1</td>
<td>Gawler River Floodplain Management Authority Charter</td>
<td>“that under the provisions of Section 90(2) and (3)(b)(i) and (ii) of the Local Government Act 1999, and order be made with the exception of the Chief Executive Officer, General Managers, Finance Coordinator and Minute Secretary, all other persons present and the public be excluded from attendance at the meeting in order to consider in confidence a briefing titled ‘2.1– Gawler River Floodplain Management Authority Charter (CON12/314)’: (b) information the disclosure of which – (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and (ii) would, on balance, be contrary to the public interest. That accordingly, on this basis, the principle that meetings of Adelaide Plains Council should be conducted in a place open to the public has been outweighed by the need to keep discussion confidential “that under the provisions of Section 90(2) and (3)(b)(i) and (ii) of the Local Government Act 1999, and order be made with the exception of the Chief Executive Officer, General Managers, Finance Coordinator and Minute Secretary, all other persons present and the public be excluded from attendance at the meeting in order to consider in confidence a briefing titled ‘2.1– Gawler River Floodplain Management Authority Charter (CON12/314)’: (b) information the disclosure of which – (i) could reasonably be expected to confer a commercial advantage on a person</td>
<td>2016/371</td>
<td>Completed</td>
<td>Executive</td>
</tr>
<tr>
<td>15-Dec-16</td>
<td>2.1</td>
<td>Gawler River Floodplain Management Authority Charter</td>
<td>“that, in accordance with Section 91(7) and Section 91(9) of the Local Government Act 1999 and on the grounds that Item 2.1 - Gawler River Floodplain Management Authority Charter (CON12/314), for Council meeting held on 15 December 2016, was received, discussed and considered in confidence pursuant to Section 90 (3)(b)(i) and (ii) of the Local Government Act 1999, this meeting of the Council, does order that: (a) the agenda item, report and annexures and any other associated information submitted to this meeting and the minutes of this meeting in relation to the matter remain confidential and not available for public inspection until further notice”.</td>
<td>2016/373</td>
<td>Ongoing - in confidence &quot;until further notice&quot;</td>
<td>Governance &amp; Communications</td>
</tr>
<tr>
<td>Meeting Date</td>
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<td>Title</td>
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<tr>
<td>15-Dec-16</td>
<td>3.1</td>
<td>Draft Annual Financial Statements 2015/2016 (CON12/491)</td>
<td>“that Council endorses the recommendation of the Audit committee having considered Item 3.1 - Draft Annual Financial Statements 2015/2016, dated 15 December 2016, to adopt the Annual Financial Statements that will form part of the statements for the 2015/2016 Financial Year, and authorises that the statements be certified on behalf of Council by the Mayor and Chief Executive Officer, noting the proposed qualifications in relation to note seven ‘Accumulated Depreciation of Buildings and Other Structures’.”</td>
<td>2016/374</td>
<td>Completed</td>
<td>Finance &amp; Economic Development</td>
</tr>
</tbody>
</table>
| 19-Dec-16    | 2.1         | Confirmation of Minutes                                    | “that the minutes of the Ordinary Council meeting held on Monday 21 November 2016 (MB Folios 13411 to 13426, inclusive), be accepted as read and confirmed with the following amendments:-
• Resolution 2016/359 change reference from one year to two years; and
• Resolution 2016/360 change from 2018 to 2017.” | 2016/376          | Completed                                                | Executive            | C           |
| 19-Dec-16    | 2.2         | Confirmation of Minutes                                    | “that the minutes of the Special Council meeting held on Thursday 15 December 2016 (MB Folios 13427 to 13430, inclusive), be accepted as read and confirmed with the following amendments:-
• Change Cr McColl from ‘absent’ to ‘apology’ as an apology was sent through to the Mayor for the Special Meeting.” | 2016/377          | Completed                                                | Executive            | C           |
| 19-Dec-16    | 15.1        | Formal Motion                                             | “that this matter lay on the table.”                                                                                                             | 2016/378          | N/A                                                      | N/A                   | L           |
| 19-Dec-16    | 15.1        | Rescind Motion (2016/133) Sea Level Gauge                  | “that Council resolution 2016/133 which provides:-
“that prior to any current or future coastal protection infrastructure works or policy being undertaken/adopted, such works or policy be subject to further peer review based on local data obtained from modern Sea Level Gauge.” be rescinded”. | 2016/379          | N/A *motion to the same effect cannot be brought for at least 12 months | N/A                   | L           |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>19-Dec-16</td>
<td>16.3</td>
<td>LGA Governance Review Update</td>
<td>“that Council, having considered Item 16.3 - LGA Governance Review Update, dated 19 December 2016, receives and notes the report.”</td>
<td>2016/382</td>
<td>Completed</td>
<td>Governance &amp; Communications</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>16.5</td>
<td>Control Options for Colomba Daisy and other Declared Plants</td>
<td>“that the matter lay on the table.”</td>
<td>2016/384</td>
<td>Ongoing - lying on table</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>16.6</td>
<td>Leases and Licences Status Update</td>
<td>“that Council, having considered Item 16.6 – Leases and Licences Status Update, dated 19 December 2016, receives and notes the report.”</td>
<td>2016/385</td>
<td>Completed</td>
<td>Governance &amp; Communications</td>
<td>C</td>
</tr>
</tbody>
</table>
| 19-Dec-16    | 17.1        | Camping Reserves and Short Stay Accommodation Policy                  | “that Council, having considered Item 17.1 - Camping Reserves and Short Stay Accommodation Policy dated 19 December 2016:  
 a) designate the land adjacent to the Mallala Oval, comprised in Certificate of Title Register Book (part) Volume 6163 Folio 218 and (part) Volume 6163 Folio 219 outlined in red in Map 1 of Attachment 2 to this report, as a camping reserve for the purposes of camping in accordance with Clause 2.5 of Council’s By-law No.2 – Local Government Land.  
 b) authorise the Chief Executive Officer to give passing of the above resolution in the Bunyip and Plains Producer newspapers and the South Australian Government Gazette, in line with the Local Government Act 1999 (Part 1, 246, 4a).  
 c) endorse the Draft Short Stay Accommodation Policy.”                                                                                                                                                                                                                           | 2016/386          | Ongoing - Gazette and public notices being arranged for mid-late January 2017 | Executive Governance & Communications Development & Community | C            |
<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Item Number</th>
<th>Title</th>
<th>Resolution Description</th>
<th>Resolution Number</th>
<th>Status/Comments ('Deferred, Ongoing, Agenda, Completed')</th>
<th>Responsible Department</th>
<th>Carried/Lost</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-Dec-16</td>
<td>17.2</td>
<td>Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction</td>
<td>“that Council, having considered Item 17.2 - Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction, dated 19 December 2016, receive and note the report”.</td>
<td>2016/387</td>
<td>Completed</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.2</td>
<td>Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction</td>
<td>“that Council, having considered Item 17.2 - Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction, dated 19 December 2016, endorses the Customer Service Charter - Sewerage Services as appended to Attachment 1 to the report”.</td>
<td>2016/388</td>
<td>Ongoing - updates provided to ESCOSA. To finalise and upload policy on website.</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.2</td>
<td>Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction</td>
<td>“that Council, having considered Item 17.2 - Essential Services Commission of South Australia (ESCOSA) Licensing Policy Introduction, dated 19 December 2016, endorses the Dispute Resolution Procedure - Sewerage Services, as appended to Attachment 2 to the report”.</td>
<td>2016/389</td>
<td>Ongoing - updates provided to ESCOSA. To finalise and upload policy on website.</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.3</td>
<td>Policy Review – Informal Gatherings Policy</td>
<td>“that Council, having considered Item 17.3 – Policy Review – Informal Gatherings Policy, dated 19 December 2016, receives and notes the report and in doing so adopts the updated Informal Gatherings Policy as presented in Attachment 1 to this Report.”</td>
<td>2016/390</td>
<td>Completed - policy updated and on Council website 6/1/17</td>
<td>Governance &amp; Communications</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.4</td>
<td>Independent Structural Report – Recommendations for Wasleys Bridge Maintenance</td>
<td>“that Council, having considered Item 17.4 – Independent Structural Report - Recommendations for Wasleys Bridge Maintenance, dated 19 December 2016,”endorse option four in the Mace Engineering report and allocate budget for $25,000 for the recommendation of stage one in 2017-2018 budget for maintenance repairs Wasleys Bridge”.</td>
<td>N/A</td>
<td>Adjourned - refer motion 2016/392 below</td>
<td>Infrastructure</td>
<td>N/A</td>
</tr>
<tr>
<td>Meeting Date</td>
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<tr>
<td>19-Dec-16</td>
<td>17.4</td>
<td>Independent Structural Report – Recommendations for Wasleys Bridge Maintenance</td>
<td>“that the motion be adjourned until discussions have been had with Light Regional Council confirming the ownership status of the Wasleys Road bridge”.</td>
<td>2016/392</td>
<td>Ongoing - awaiting correspondence/confirmation from LRC as to ownership</td>
<td>Executive Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.5</td>
<td>Adelaide Plains Equestrian Club – Proposed Licence</td>
<td>“that Council, having considered Item 17.5 – Adelaide Plains Equestrian Club - Proposed Licence dated 19 December 2016, and subject to Development Approval being granted and remnant vegetation being adequately fenced off, authorises, pursuant to Sections 38 and 44 of the Local Government Act 1999, the Mayor and Chief Executive Officer to execute the Licence Agreement between Council and the Adelaide Plains Equestrian Club Inc, and to execute the licence agreement as amended.”</td>
<td>2016/394</td>
<td>Ongoing - written to APEC advising them to put in Development Application</td>
<td>Governance &amp; Communication</td>
<td>C</td>
</tr>
<tr>
<td>Meeting Date</td>
<td>Item Number</td>
<td>Title</td>
<td>Resolution Description</td>
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<tr>
<td>19-Dec-16</td>
<td>17.6</td>
<td>Proposed Grazing Lease</td>
<td>&quot;that Council, having considered Item 17.6 – Proposed Grazing Lease dated 19 December 2016, receive and note the report, and in doing so:- 1. authorises Council staff to commence the public consultation process pursuant to Section 202 of the Local Government Act 1999 in regard to the leasing of Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753, 2. and in the event that objections are received to the leasing of Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753 during the public consultation process, a report be presented to Council for consideration, 3. and in the event that no objections are received to the leasing of Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753 by the conclusion of the public consultation process, the Chief Executive Officer be authorised to negotiate and finalise any outstanding terms of the lease, 4. authorises Council staff to make application to the Crown Lands Unit of the Department of Environment, Water &amp; Natural Resources pursuant to Section 22(1) of the Crown land Management Act 2009 seeking Ministerial consent in regard to the granting of a lease to CS Musolino over Section 296 and Sections 335, Redbanks, comprised in Crown Record Volume 5764 Folio 748 and Volume 5764 Folio 753, and subject to Ministerial consent, authorises, pursuant to Sections 38 and 44 of the Local Government Act 1999, the Mayor and Chief Executive Officer to</td>
<td>2016/395</td>
<td>Ongoing - public consultation and required public notices will be inserted in the Bunyip and Plains Producer Newspapers on 18/1/1 as well as Council’s website and a hardcopy will be available at both Council offices</td>
<td>Governance &amp; Communication</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.7</td>
<td>The Light and Wakefield Rivers Monitoring and Alert System</td>
<td>&quot;that Council, having considered Item 17.7 - The Light and Wakefield Rivers Monitoring and Alert System, dated 19 December 2016, receives and notes this report.&quot;</td>
<td>2016/396</td>
<td>Completed</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.7</td>
<td>The Light and Wakefield Rivers Monitoring and Alert System</td>
<td>&quot;that Council, having considered Item 17.7 - The Light and Wakefield Rivers Monitoring and Alert System, dated 19 December 2016, support the Department of Environment Water and Natural Resources preparation of an application in to the 2015-2017 National Disaster Relief Program. A project that implements a flood monitoring and warning system for the Light and Wakefield River catchments.&quot;</td>
<td>2016/397</td>
<td>Ongoing</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
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<td>Meeting Date</td>
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<tr>
<td>19-Dec-16</td>
<td>17.7</td>
<td>The Light and Wakefield Rivers Monitoring and Alert System</td>
<td>&quot;that Council, having considered Item 17.7 - The Light and Wakefield Rivers Monitoring and Alert System, dated 19 December 2016, In providing support for a 2015-2017 National Disaster Resilience Program project application, reserves its right to commit to funding and proceed with the project subject to considering a cost sharing model for the project .&quot;</td>
<td>2016/398</td>
<td>Ongoing</td>
<td>Infrastructure</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.8</td>
<td>Rededication of Crown Land – Two Wells Bowling Club</td>
<td>&quot;that Council, having considered Item 17.8 – Rededication of Crown Land – Two Wells Bowling Club, receive and note the report and authorise the Chief Executive Officer to make application to Department of Environment, Water &amp; Natural Resources (DEWNR) to have Section 144 Two Wells, comprised in CR 5755/735, rededicated for both a Recreation Reserve to accommodate the Two Wells Bowling Club and a Reserve for a Soldiers Memorial Garden to accommodate the War Memorial and the Playground area.”</td>
<td>2016/399</td>
<td>Ongoing - letter sent to Crown Lands Unit of DEWNR requesting a rededication of the land</td>
<td>Governance &amp; Communication</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>17.8</td>
<td>Rededication of Crown Land – Two Wells Bowling Club</td>
<td>&quot;that Council, having considered Item 17.8 – Rededication of Crown Land – Two Wells Bowling Club, amend the Club’s existing lease over Section 144 comprised in CR 5753/647 to include portion of Allotment 103 comprised in CR 5753/647.”</td>
<td>2016/400</td>
<td>Ongoing - awaiting legal advice</td>
<td>Governance &amp; Communication</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>18.1</td>
<td>Urgent Business - SES Two Wells Oval Staging Area Reminder</td>
<td>&quot;that the Chief Executive Officer commences discussions with State Emergency Service reminding them of their obligation to remediate the Two Wells Oval Staging area adjacent to the Community Centre and Football Clubrooms as a result of the September 2016 flood event. In the event that no action results, the Chief Executive Officer be authorised to elevate the matter with the respective Minister placing them on notice, that Council will carry out the remediation works and seek recompense for the work undertaken”.</td>
<td>2016/401</td>
<td>Ongoing</td>
<td>Executive Infrastructure</td>
<td>C</td>
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<tr>
<td>19-Dec-16</td>
<td>19.1</td>
<td>Australia Day Awards</td>
<td>“that under the provisions of Section 90(2) and (3)(a) of the Local Government Act 1999, an order be made with the exception of the Chief Executive Officer, General Managers and Minute Secretary, all other persons present and the public be excluded from attendance at the meeting in order to consider in confidence a briefing titled ‘19.1 – Australia Day Awards (CON12/206)’: (a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead); That accordingly, on this basis, the principle that meetings of Adelaide Plains Council should be conducted in a place open to the public has been outweighed by the need to keep discussion confidential”.</td>
<td>2016/402</td>
<td>Completed</td>
<td>Development &amp; Community</td>
<td>C</td>
</tr>
<tr>
<td>19-Dec-16</td>
<td>19.1</td>
<td>Australia Day Awards</td>
<td>“that, in accordance with Section 91(7) and Section 91(9) of the Local Government Act 1999 and on the grounds that Item 19.1 - Australia Day Awards (CON12/206) for Council meeting held on 19 December 2016, was received, discussed and considered in confidence pursuant to Section 90 (3)(a) of the Local Government Act 1999, this meeting of the Council, does order that: (a) the agenda item, annexures and any other associated information submitted to this meeting and the minutes of this meeting in relation to the matter, remain confidential and not available for public inspection until the Chief Executive Officer advises the Elected Members that award recipients have been notified by administration of Council”.</td>
<td>2016/404</td>
<td>Completed - recipients notified and confidential minutes on Council website.</td>
<td>Development &amp; Community</td>
<td>C</td>
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</tbody>
</table>
### 16.2 Kerb Side Waste Collection Fees

#### System Information

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<tr>
<th>Container No:</th>
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<tr>
<td>Document No:</td>
<td>D16/21678</td>
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<table>
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<tr>
<th>Report Date:</th>
<th>16 January 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Depot Operations Coordinator</td>
</tr>
</tbody>
</table>

#### Corporate Objective:

3.1.1 Deliver waste and recycling collection services

#### Purpose:

To update Council on the implementation of the waste fee and to inform Council that its user pays sticker identification system for kerb side waste collections will be fully implemented by the 27 of February 2017.

#### Recommendation 1:

“that Council, having considered Item 16.2 - *Kerb Side Waste Collection Fees*, dated 2017, Receives and notes this report.”
## Impact Summary

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<thead>
<tr>
<th>Organisational and Governance</th>
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</thead>
<tbody>
<tr>
<td><strong>Financial</strong></td>
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<tr>
<td><strong>Legislation</strong></td>
</tr>
<tr>
<td><strong>Risk</strong></td>
</tr>
<tr>
<td><strong>Consultation</strong></td>
</tr>
<tr>
<td><strong>Asset Management Plans</strong></td>
</tr>
</tbody>
</table>
| **Service Standards** | Residents are given ample opportunity to have the waste fee applied to their property and their kerbside collection service continued.  
The service standard is as follows:  
Properties with in the townships of Mallala, Two Wells & Dublin:  
- 1 X 140L red lidded bin for domestic waste,  
- 1 X 240L blue lidded bin for , and  
- 1 X 240L green lidded bin for green waste/organic waste  
Properties outside of the above townships  
- 1 X 240L green lidded bin domestic waste, and  
- 1 X 240L blue lidded bin for recycling supplied by. All collections are carried out fortnightly. |

### Background

 ordin Council Meeting

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16 January 2016
Council Resolution

Moved Cr Strudwicke
Seconded Cr Lawrence

“that Council, having considered Item 16.4 - Kerb Side Waste Collection Fees, dated 16 May 2016, endorses the new user pays sticker identification system for kerbside waste collections.”

CARRIED

Council’s Infrastructure department administers the kerbside waste collection service within the Council boundary, and is funded through the application of a waste fee to properties requiring this service.

The endorsed fee for 2016/2017 was set to the amount of $180.00 per rateable property with a dwelling. Additional bins are approved by application and charged accordingly as per Council’s current Waste and Recycling Policy.

Discussion

A targeted mail out carried out in late May 2016, informed residents that after 15th of August 2016, Council will not be providing a kerbside waste collection service for bins that do not have an authorised Council waste sticker displayed on the bin.

Unfortunately a significant number of residents have been very slow to respond and have not opted to have the waste fee applied to their property but in some cases are still presenting their bins at the kerbside for collection.

It is now considered that residents have had sufficient opportunity to apply and so a new cut off date for the collection of kerb side waste from bins without stickers will be 27 February 2017.

To ensure residents are given every opportunity to have the waste fee applied and their kerbside collection service continued, the following final process will be implemented:

- Identify which properties which do not currently have stickers placed on their bins
- Placement of a notice on those bins (see attachment 1) advising the resident that only bins with an authorised waste sticker attached will be emptied from the 27 February 2017.
Summary

This procedure will ensure that the kerbside waste collection service will continue to serve residents who have paid for the service while ensuring the service remains economically viable. Following the 27\textsuperscript{th} of February 2017, only bins displaying an authorised sticker and having paid the relevant fee, will continue to have their bins picked up.
COPY of Notice to be provided to residents not displaying bin stickers on their bins

Dear Resident

We notice that your bin does not have either a “WASTE MANAGEMENT SERVICES” or an “APPROVED ADDITIONAL SERVICES” sticker on it. The stickers indicate to the garbage truck drivers which bins come from properties that are paying the waste levy. Only bins from properties paying the waste levy will be emptied.

As a gesture of good will your bin has been emptied today.

BUT STARTING MONDAY 27th FEBRUARY 2017, ANY BIN WITHOUT AN APPROPRIATE STICKER ON IT WILL NOT BEemptied

More information:-

WEB  www.apc.sa.gov.au  TEL  (08) 8527 0200
17 ITEMS FOR DECISIONS

MONDAY 16 January 2017

Items:

17.1 Strategic Plan Update
17.3 Committee Review
17.4 Bank Account Signatories
17.5 Dublin History Group Inc – Exercise of Lease Renewal
17.6 Re-seal Program Amendment
17.7 Junction & Women’s Housing Ltd – Lease and Working Agreement
<table>
<thead>
<tr>
<th>Corporate Objective:</th>
<th>5.4 Effective strategic and performance management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose:</td>
<td>To update Council on the commencement of the Strategic Plan 2017 – 2020 process.</td>
</tr>
<tr>
<td>Recommendation 1:</td>
<td>“that Council, having considered Item 16.2 – Strategic Plan Update, dated 16 January 2017, receive and note the report.”</td>
</tr>
<tr>
<td>Recommendation 2:</td>
<td>“that Council, having considered Item 16.4 – Strategic Plan Update, dated 16 January 2017, endorses the commencement of the comprehensive review of its strategic management plan and delegates to the Chief Executive Officer the scoping and timeframe for the review and letting of the tender for the successful consultant; with further advice to be presented to Council at the first workshop.”</td>
</tr>
</tbody>
</table>
## Impact Summary

### Organisational and Governance

<table>
<thead>
<tr>
<th>Financial</th>
<th>The comprehensive revision of economic strategies associated with its 2013-2016 Strategic Plan and setting the course for 2017 – 2020 will ensure Council continues to meet its current and future financial responsibilities. Up to $75,000 has been set aside in the 2016-2017 Budget for the review.</th>
</tr>
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<tbody>
<tr>
<td>Legislation</td>
<td><em>Local Government Act 1999 - Section 122</em></td>
</tr>
<tr>
<td>Risk</td>
<td>Identification and assessment of current and future responsibilities and the best practice management associated with developing strategies for those responsibilities.</td>
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<tr>
<td>Consultation</td>
<td>Community consultation is required in accordance with Section 122 of the <em>Local Government Act 1999</em>.</td>
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<tr>
<td>Asset Management Plans</td>
<td>Completing the comprehensive revision of the 2013-2016 Strategic Plan will ensure that Council continues to identify current and best practice strategies when considering its natural &amp; built environments, for 2017 - 2020.</td>
</tr>
<tr>
<td>Service Standards</td>
<td>Completing the 2017-2020 Strategic Plan will demonstrate to the community, Council’s commitment to identifying current and future community based priorities and services in the development of its Strategic &amp; Long Term Financial Plans, ensuring acceptable and effective levels of services are provided and monitored across the organisation.</td>
</tr>
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</table>
Background
A Strategic Plan is a high level planning document that identifies the community’s aspiration and vision for the future. Supported by goals, outcomes and strategies it defines the outcomes the Council intends to achieve over a four year period in order to achieve the desired community aspirations and vision.

Section 122(4)(b) of the Local Government Act 1999 requires Council to review its Strategic Plan within two (2) years of a general election. In January 2016, Council agreed to seek exemption from its statutory obligation to comprehensively review its current Strategic Plan by November 2016.

Council's current Strategic Plan covers a period of four (4) years from 2013 - 2016. The Strategic Plan 2013-2016 was adopted by Council in February 2013, following a comprehensive review of the 2010 – 2013 Strategic Plan. This review and development process was undertaken by both an external consultant and staff. It involved significant consultation with the community, workshops with Elected Members and senior managers, as well as a number of internal workshops with Council staff.

Discussion
At the Ordinary Meeting of Council on 21 November 2016 the Strategic Plan review and development process was initiated with a briefing from external consultant Anne Petch. The briefing highlighted to Council the benefits of working towards a Plan with relevant actions that deliver on funding opportunities.

Administration is preparing a Project Brief and indicative timeframe for the development of the 2017-2020 Strategic Plan. It is acknowledged that the scope, process and final Plan needs to inspire the community, with achievable actions not just for the next four years, but also for the next 10 - 15 years. Completion of the Plan should occur by mid 2017, in alignment with Council’s 2017 – 2018 budget process.

From the briefing in November, selection criteria to be included in the scope will include:

- Strong community consultation and motivational skills
- Experience relating to SA provincial cities
- Sound knowledge of key state and federal drivers
- Understanding of the building blocks for building a new provincial city
- Understanding of digital economy and its correlation to jobs of the future ie agriculture, tourism, Northern Adelaide Irrigation Scheme (NAIS), etc.
- Other Adelaide Plains Council standard requirements
The Regional Public Health and Wellbeing Plan July 2014 and other recent strategic planning documents will be reviewed simultaneously. Along with Council’s position on progressing the NAIS, Adelaide International Bird Sanctuary and Two Wells growth, these and other directions can be consolidated into the 2017-2020 Strategic Plan, as part of the process.

While the timetable to complete the process by mid 2017 will be ambitious, it is envisaged that it will be achievable on the basis that the work is facilitated by a suitably qualified consultant(s). The development of the 2017-2020 Strategic Plan is included in the current budget.

In terms of consultancy engagement, appointment can occur following the endorsement of Council to proceed. Delegation to the Chief Executive Officer to finalise the Project Brief and timeframe and letting of the tender for the successful consultant, should also occur at the same time.

**Summary**

Council is able to endorse the commencement of the comprehensive review of its strategic management plan and delegate to the Chief Executive Officer the scoping and timeframe for the review and letting of the tender for the successful consultant. It is proposed that further advice will be presented to Council at the first workshop.

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<th>CON12/1151</th>
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<tr>
<td>Document No:</td>
<td>D17/636</td>
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<tr>
<td>Report Date:</td>
<td>16 January 2016</td>
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<tr>
<td>Prepared by:</td>
<td>General Manager – Finance and Economic Development</td>
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</table>

Corporate Objective:

- 5.6.2 Develop and maintain long term financial planning, management and reporting to ensure resources are provided to deliver services and manage Council’s assets
- 5.6.3 Provide a fair and equitable rating system

Purpose:

The purpose of this report is to seek Council endorsement of the framework to be adopted in compiling the 2017/2018 Annual Business Plan (ABP), Annual Budget and 2018-2028 Long Term Financial Plan (LTFP).

Recommendation 1:

“that the Council having considered Item 17.2 – 2017/2018 Annual Business Plan, Budget and 2018-2027 Long Term Financial Plan Development Framework, dated 16 January 2016, schedule as set out in Table 1 be endorsed in principle as the process to be used in the preparation of the 2017/2018 Annual Business Plan (ABP), Budget & Long Term Financial Plan”.

Recommendation 2:

“that the Council having considered Item 17.2 – 2017/2018 Annual Business Plan, Budget and 2018-2027 Long Term Financial Plan Development Framework, dated 16 January 2016, the following budget parameters and assumptions be adopted in principle for the purpose of preparing the draft 2017/2018 Annual Business Plan and Budget.

- The Recurrent Operating Budget be prepared based on “business as usual”;
- Maximum Material, Contracts and Other Expenses
cost escalation be set at 2.6% in the absence of any other reliable way of estimating “Materials, Contracts and Other Expenses”;

- Wages and Salaries increases by 2.00% pending the finalisation of a new Enterprise Bargaining Agreements;
- Fees and charges not set by Legislation and decided by the Council be increased by 2.6% at a minimum;
- New Capital Projects to be considered and approved within the constraints of the LTFP;
- New services and one off projects to be funded through Rate Revenue increases or by expenditure savings;
- New capital projects are funded through a mixture of rate increases, expenditure savings, grand funding and long term borrowings; and
- Council continue to review its operations to identify costs savings and productivity improvements”.

| Ordinary Council Meeting | Page 95 of 230 | 16 January 2016 |
## Impact Summary

### Organisational and Governance

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Legislation</td>
<td>Compliance with Section 123 of the Local Government Act 1999.</td>
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<tr>
<td>Risk</td>
<td>Nil</td>
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<tr>
<td>Consultation</td>
<td>CEO &amp; General Managers</td>
</tr>
<tr>
<td>Asset Management Plans</td>
<td>Nil</td>
</tr>
<tr>
<td>Service Standards</td>
<td>Nil</td>
</tr>
</tbody>
</table>
Background

Legislative Requirements

Pursuant to Section 123 of the Local Government Act 1999 (the Act), the Council is required to prepare each financial year, an Annual Business Plan and Annual Budget and that the Annual Business Plan and Annual Budget be adopted by the Council after 31 May for the ensuing financial year and, except in a case involving extraordinary administrative difficulty, before 31 August for the financial year.

Pursuant to Section 123(2) of the Act, each Annual Business Plan of a Council must—

(a) include a summary of the Council's long-term objectives (as set out in its strategic management plans); and

(b) include an outline of-

(i) the Council's objectives for the financial year; and

(ii) the activities that the Council intends to undertake to achieve those objectives; and

(iii) the measures (financial and non-financial) that the Council intends to use to assess the performance of the Council against its objectives over the financial year; and

(c) assess the financial requirements of the Council for the financial year and, taking those requirements into account, set out a summary of its proposed operating expenditure, capital expenditure and sources of revenue; and

(d) set out the rates structure and policies for the financial year; and

(e) assess the impact of the rates structure and policies on the community based on modelling that has been undertaken or obtained by the Council; and

(f) take into account the Council's long-term financial plan and relevant issues relating to the management and development of infrastructure and major assets by the Council; and

(g) address or include any other matter prescribed by the regulations.

Pursuant to Section 123 (3) of the Act, prior to the adoption of the Annual Business Plan, a twenty-one (21) day public consultation period is required. During the public consultation period, the Council must make available copies of the draft Annual Business Plan at its principle place of business.

At the Council Meeting, post the conclusion of the public consultation period, members of the public can ask questions and make written submissions regarding the draft Annual Business Plan.
Section 122 (4) of the Act requires that the Council to review its Strategic Management Plans as soon as practicable following the adoption of the Council’s Annual Business Plan.

Discussion

Adelaide Plains Council’s Strategic Management Plans “Strategic Plan 2013-2016” set out its Long Term Financial Plan goal as “Effective financial management that ensures Council’s financial sustainability”. The Local Government Association defines financial sustainability as;

- “A Council’s long-term financial performance and position is sustainable where planned long-term service and infrastructure levels and standards are met without unplanned increases in rates or disruptive cuts to services.”

- The key elements to the definition are;
  - ensuring the maintenance of a Council’s high priority expenditure programs, both operating and capital (Service element);
  - ensuring a reasonable degree of stability and predictability in the overall rate income; and
  - promoting a fair sharing in the distribution of Council resources and the attendant taxation between current and future ratepayers (Impact on future generation element).

In simple terms, financial sustainability means positioning the Council so that it can continue to provide quality services and maintain the Council’s infrastructure to a defined service standard, with stable rate increases (removal of unexpected rate increases). It also ensures inter-generational equity in which rates, fees and charges paid by each generation is in proportion to the benefits that generation receives.

The Council will need to ensure that the Annual Business Plan and Annual Budget, contains objectives and financial parameters which will deliver a responsible budget and meeting the reasonable needs of the community on an equitable and value for money basis.

In December 2013, the Council adopted the 2014-2023 Long-Term Financial Plan (LTFP) which forecast an Operating Deficit of $0.744m for 2017/2018, based on an average Rate Revenue increase of 5% from existing rates payers and 3.20% rates growth (rates from new rateable properties). However, since December 2013 Council has not conducted a formal review of its Long Term Financials Plans and therefore Council management will be reviewing its LTFP as part of developing its 2017/2018 Annual Budget. The Council will soon start the review of its strategic management
plans and it is expected that new “Strategic Plan 2017-2021” will be in place by mid/late 2017.

- **The 2017/2018 Annual Business Plan (ABP)**

  The Annual Business Plan is the Council’s statement of its intended programs and objectives for a financial year. It is based upon the objectives and strategies set out in the Council’s Strategic Plan 2013-2016. It is proposed that these objectives be incorporated into the 2017/2018 Annual Business Plan.

- **The 2017/2018 Annual Budget**

  The 2017/2018 Annual Budget should be developed with reference to and within the framework of the 2014-2023 LTFP. The LTFP sets out an Operating Deficit of $0.744m for 2017/2018 Financial Year. To ensure the financial targets are achieved, the 2017/2018 Annual Budget must be set with reference to similar key influences and assumptions. The influences and assumptions relating to external economic conditions and internal policy decisions are set out below.

- **Key Budget Influences**

  It is expected that following external and internal influences will have a significant influence in shaping 2017/2018 Annual Business Plan and Budget.

- **External Budget Influences**

  ✓ Adelaide CPI of 1.20% through the year to September quarter 2016;
  ✓ Local Government Price Index (LGPI) is historically around 0.56% above Adelaide Consumer Price Index (CPI). Therefore, the expected LGPI in 2017/2018 is 2.56%;
  ✓ Community engagement to manage community assets;
  ✓ Minister’s determination that restrict the areas available for new residential development in Two Wells;
  ✓ As a result, Council has to look for other avenue for growth (make available land for industrial zones & agriculture);
  ✓ Uncertainty about who can access 20 gL of additional recycled water (existing growers in and around Council district or new overseas investor) from the Bolivar Waste Water Treatment Plant;
  ✓ The recent proclamation of the northern section of the Adelaide International Bird Sanctuary as a national park for the State of South Australia putting pressure on the tourism related infrastructure in Council districts;
✓ Population in the Council district is expected to increase from 8,483 persons from 30 June 2011 to 12,131 persons by 30 June 2031 (Source: DPTI);

✓ The impact of Local Nuisance and Litter Control Act 2016 to be operation from 01 July 2017 under which Councils required to manage nuisance and litter in their local areas which would increase demand for more Council resources; and

✓ Commitments to projects and partnership initiatives continuing over more than one year eg. Gawler River Floodplain Management Authority, Barossa Regional Procurement Group, Regional Development Australia Barossa Inc, Central Local Government Region of SA and Local Government Association of SA.

➢ Internal Budget Influences

✓ Council is currently running on an overdraft with LGFA. Balance as at 05/01/2017 $2,070,000 (monthly interest expense of $6,468 at 3.75%;

✓ Overdue Rates balance was $709,738 as at 30/06/16 which is 8.75% of total rate revenue of the 2015/2016 Financial Year;

✓ The impact on salary and wage costs following finalisation of new three year enterprise bargaining agreement;

✓ Council’s strategic decision to be financially sustainable by achieving an operating break even position and the need to exercise prudent financial management practices to ensure financial sustainability;

✓ Continuous process improvements to deliver internal efficiency and costs savings;

✓ Requirements to maintain and improve infrastructure assets to acceptable standards including roads, kerbing, footpaths, Community Waste Management Scheme, storm water drainage, parks and gardens, and Council’s buildings, plants, machinery, equipments, furniture & fittings in consistent with the Asset Management Plans;

✓ Increase in costs associated with taking responsibility for new assets & services from recent developments in Two Wells; and

✓ Better use of technology (BIS) to monitor financial performance.
Key Budget Assumptions and Parameters

1. Maintaining existing services at current service standards (Business as usual)

The draft 2017/2018 Annual Budget will be based on a “business as usual” assumption, which means that the Council will continue to provide the existing services at the current service levels. This is not to say that the existing services that will be continued, be delivered in the same way as the management is constantly looking for innovative ways of delivering Council services. Accordingly, Council’s budget managers will adjust budgets for 2017/2018 based on the 2016/2017 budget and year –to-date January 2017 actual performance.

The “business as usual” assumption does not take into account any change in direction or service level in response to community expectations, legislative requirements, changing economic conditions or any changes the Council may wish to make, however the 2017/2018 Annual Budget will be adjusted for known such changes.

2. Income estimates

By exercising prudent financial management practices, Council will estimate its income with caution, based on approved or confirmed income sources. Whenever, such definite details are not available, Council staff will exercise professional judgement based on past experiences/events to estimate more realistic income for 2017/2018 Financial Year.

- Rates

As assumed in the 2013-2023 amended LTFP, rates income will be estimated initially based on a general rate Increase of 5% on existing rates payers and 3.20% rates growth (rates from new rateable properties). However, final actual rate increases will be determined at the June 2017 Council meeting.

- Statutory charges

Statutory charges will be based on relevant legislation which determines statutory charges and expected volume of transaction.

- User charges

Fees and Charges not set by legislation (discretionary), to be increased by 2.60% which is equivalent to the expected LGPI for 2017/2018 or the market price as determined by the Fees and Charges review which will be undertaken in February/March 2017.
Grants, subsidies and contributions

Council will budget only the approved or confirmed grants, subsidies and contributions. For example, Federal Government has confirmed a Roads-to-Recovery (R2R) grant of $360,177 for 2017/2018 Financial Year and based on 2016/2017 grant, it is estimated that Council will receive $1,300,000 as Financial Assistance Grant (FAG) from the Federal Government.

Investment Income

Interest rate on short-term investment is forecast at 1.50%.

Other income and Reimbursements

Other income and reimbursements will be based on relevant tenancy agreements, past knowledge and experiences.

3. Cost estimates

Employee Costs

Wages and salary costs will be escalated by 2.00% pending the conclusion of Council’s Enterprise Bargaining Agreements discussions. It is expected that “Workers Compensation” and Income Protection insurance rates will be remained unchanged in 2017/2018.

Materials, Contracts and Other Expenses

The State Government’s 2016/2017 Mid-Year Budget Review is forecasting CPI of 2.0% for 2017/2018. However, as the nature of the price movement associated with goods and services consumed by Local Government is somewhat different to the goods and services consumed by the ‘average household’, the Local Government Price Index (LGPI) is a reliable and independent measure of the inflationary effect on price changes in the South Australian Local Government sector.

The LGPI is similar in nature to the CPI, however represents the movements of prices associated with the goods and services used by local government in South Australia (to deliver services to its community) as opposed to the basket of goods and services consumed by the 'average metropolitan household'.

On average the LGPI has been approximately 0.56% higher than the CPI. In line with this, the forecast LGPI of 2.60% will be applied in estimating “Materials, Contracts and Other Expenses” in 2017/2018 budget in the absence of any other reliable way of estimating “Materials, Contracts and Other Expenses”.

It should be noted that in some circumstances, there will be cost increases in excess of the 2.60% target (i.e. electricity charges), however the expectation is that across the organisation, the Materials, Contracts and Other Expenses budget will be limited to a maximum 2.60% increase.
✓ **Finance Costs**

Council borrows funds on a short-term and long-term basis from Local Government Financing Authority (LGFA). Interest expenses on new short-term and long-term borrowings will be estimated based on current short-term borrowing rates with LGFA and the need to borrow such funds. Interest expense on existing fixed rates loans will be calculated based on actual interest rate applicable on current loans.

✓ **Depreciation**

Depreciation expenses in 2017/2018 on existing assets will be estimated based on and depreciation estimates extracted from Council asset register. In relation to capital expenditures planned to be completed in 2016/2017 Financial Year, depreciation will be estimated based on the nature of the assets created in 2016/2017.

➢ **New Operating and Capital Projects**

New projects, both Operating and Capital, which are to be put forward for consideration, will be based on the Council’s Strategic Management Plan 2013-2016 Outcomes, the LTFP to be updated and the approved Infrastructure and Asset Management Plans.

All new Operating and Capital Projects are to be considered and approved within the constraints of the LTFP. New services and one-off projects in excess of the LTFP are to be funded through rate increases, loan borrowings, new grant or by expenditure savings.

➢ **Budget Management Discipline**

Upon adoption of the 2017/2018 Annual Budget, the Council needs to exercise budget discipline. This discipline must be based on;

✓ no new recurrent operating expenditure or projects approved without being matched by an increase in operating revenue (i.e. Grants/ Fee for Service) or a reduction in expenditure, elsewhere within the council’s operations;

✓ expenditure over-runs to be offset by deferral of discretionary spend or expenditure savings elsewhere within the Council’s operations; and

✓ income shortfalls to be matched by operating expenditure savings;
Project Priorities for 2017/2018

Council should undertake a methodical and considered approach to determine the priorities for the 2017/2018 Financial Year. Accordingly, the following steps will determine the projects for 2017/2018:

- Elected Members, Management and Staff propose projects that aim to assist in achieving Council’s Strategic Management Plan goals, objectives & strategies and Community needs.

- Projects will be divided into three categories: New Initiatives (Operating Projects), Capital - New and Capital - Renewal and Replacement.

- The CEO/General Managers will rank and endorse for the consideration of the Elected Members New Initiatives and Capital-New projects based on the importance of the project.

- A workshop will be held to assist Elected Members to gain a better understanding of the projects proposed and obtain answers to any questions they may have on these items from project proponents. The projects will be presented to the Elected Members in line with CEO/General Mangers’ recommended order of priority.

- Elected Members individually vote projects in the New Initiatives and Capital-New categories based on their view of the importance of the project.

- Capital-Renewal and Replacement projects proposed based on asset renewal and replacement needs that were identified using Council’s IAMPs (Infrastructure Asset Management Plans) will be given priority over new assets or service initiatives.
➤ **Budget Timetable**

As set out in **Table 1** below, a budget timetable has been developed to ensure that the Council is in a position to adopt 2017/2018 Annual Business Plan and Annual Budget at the Council meeting to be held on 19 June 2017.

### **TABLE 1 – KEY BUDGET PROCESS ACTIVITIES 2017/2018**

<table>
<thead>
<tr>
<th>KEY STEPS</th>
<th>DATES</th>
<th>MEETING</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/2018 Recurrent Budgets parameters and Project Proposals template discussed with Budget Managers.</td>
<td>Monday, 16 January 2017</td>
<td>Staff workshop</td>
</tr>
<tr>
<td>2017/2018 Recurrent Budgets and Project Proposals due from Budget Managers /Elected Members.</td>
<td>Friday, 10 February 2016</td>
<td>Staff deadline</td>
</tr>
<tr>
<td>2017/2018 Recurrent Budgets parameters &amp; draft 2017/2018 Budget presented for the Audit Committee.</td>
<td>Monday, 20 February 2017</td>
<td>Audit Committee meeting</td>
</tr>
<tr>
<td>2017/2018 Recurrent Budget, Operating and Capital Projects Workshop with Elected Members.</td>
<td>Monday, 13 March 2017</td>
<td>Workshop 1</td>
</tr>
<tr>
<td>Discuss 2017/2018 Draft ABP and LTFP.</td>
<td>Monday, 03 April 2017</td>
<td>Workshop 2</td>
</tr>
<tr>
<td>2017/2018 Draft ABP and LTFP presented to the Audit Committee.</td>
<td>Monday, 10 April 2017</td>
<td>Audit Committee meeting</td>
</tr>
<tr>
<td>Meeting to receive Public submissions on the Annual Business Plan.</td>
<td>Monday, 15 May 2017</td>
<td>Council Meeting</td>
</tr>
<tr>
<td>Consideration of public submissions.</td>
<td>Monday, 29 May 2017</td>
<td>Special Council Meeting</td>
</tr>
<tr>
<td>2017/2018 Draft ABP and LTFP Budget presented to the Audit Committee.</td>
<td>Monday, 05 June 2017</td>
<td>Audit Committee meeting</td>
</tr>
<tr>
<td>Adoption of 2017/2018 ABP and 2018-2027 LTFP.</td>
<td>Monday, 19 June 2017</td>
<td>Council Meeting</td>
</tr>
</tbody>
</table>
Summary

The development of the 2017/2018 Annual Business Plan and Budget should form the platform to position the Council to achieve future and ongoing Financial Sustainability. Financial sustainability is not a number on the Income Statement, it is a strategy. Therefore strategies need to be developed that integrate into the Council’s planning and are supported by longer term planning with any future decisions made being consistent with and supporting the strategy.

References

✔ Section 123 of the Local Government Act 1999.
✔ State Government 2016/2017 Budget – Mid-Year Budget Review.
✔ South Australian Centre Economic Studies – Local Government Price Index
<table>
<thead>
<tr>
<th><strong>Corporate Objective:</strong></th>
<th>5.1.4 Support strategic alliances, stakeholder forums and advisory committees that assist Council in policy development and service planning.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purpose:</strong></td>
<td>To seek Council’s endorsement for Management to undertake a review of Council’s current Committee structure.</td>
</tr>
<tr>
<td><strong>Recommendation 1:</strong></td>
<td>“that Council, having considered Item 17.3 – Committee Review, dated 16 January 2017 supports Management to undertake a review of Council’s Committee structure, including holding future workshops and bringing further detailed reports back to Council for consideration, with the focus to be on alignment to Council’s organisational structure.”</td>
</tr>
</tbody>
</table>
## Impact Summary

### Organisational and Governance

<table>
<thead>
<tr>
<th>Category</th>
<th>Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial</td>
<td>Nil</td>
</tr>
<tr>
<td>Legislation</td>
<td>Nil</td>
</tr>
<tr>
<td>Risk</td>
<td>Nil</td>
</tr>
<tr>
<td>Consultation</td>
<td>Nil</td>
</tr>
<tr>
<td>Asset Management Plans</td>
<td>Nil</td>
</tr>
<tr>
<td>Service Standards</td>
<td>Aligning Council’s Committees with the organisational structure will provide the most effective and efficient service.</td>
</tr>
</tbody>
</table>


Background
Since he commenced in December 2015 in an acting capacity, the Chief Executive Officer has maintained a clear focus on five key areas:-

- People and Relationships
- Governance
- Organisational Structure and Resourcing
- Branding
- Organisational Development

Now that the organisational structure and re-branding platforms have been firmly bedded down, the Chief Executive Officer considers it appropriate to embark on a review of Council’s Committee structure.

Discussion
The purpose of this report is to provide Council with Management’s intention to commence the review of Council’s Committees so that they align with the new organisational structure.

Council currently has in place twelve (12) Committees (established under both the Local Government Act 1999 and the Development Act 1993), namely:

1. Audit Committee
2. Building Fire Safety Committee
3. Council Development Assessment Panel
4. Strategic Planning and Development Policy Committee
5. Chief Executive Officer Review Committee
6. Animal Management Plan Advisory Committee
7. Community Development and Advisory Committee
8. Economic and Infrastructure Advisory Committee (*never formally met)
9. Environmental Management Advisory Committee
10. Governance Advisory Panel
11. Mallala and Districts Historical Committee
12. Mallala and Districts Homes Committee

The Committee review will more extensively explore the purpose and function of each committee in an attempt to consolidate and refine the committees listed above.
The aim of the aforementioned review is to ensure that Council has in place the most efficient and workable committee structure that is closely aligned with the organisational structure.

Management intends to conduct an initial workshop with the elected body in April this year.

**Summary**
The review of Council’s Committees will assist with ensuring that Council’s strategies, operations and corporate objectives are being achieved. It will also allow the organisation to continue to develop. Council’s endorsement and collective support of the proposed Committee review will ensure good governance and transparency across the organisation.
17.4 Bank Account Signatories

Corporate Objective:
5.4 Effective financial management that ensures Council’s financial sustainability.

Purpose:
To notify Council of the proposed changes to signatories on Council bank accounts.

Recommendation 1:
“that the Council, having considered Item 17.4 – Bank Account Signatories, dated 16 January 2017, receives and note the report, and in doing so authorises Mr Rajith Udugampola, General Manager – Finance and Economic Development, to be added as a signatory to all Council Trading Bank Accounts and authorises Council staff to finalise the administrative requirements associated with this matter.”
## Impact Summary

### Organisational and Governance

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<tr>
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</tr>
<tr>
<td>Risk</td>
<td>Nil</td>
</tr>
<tr>
<td>Consultation</td>
<td>Nil</td>
</tr>
<tr>
<td>Asset Management Plans</td>
<td>Nil</td>
</tr>
<tr>
<td>Service Standards</td>
<td>Nil</td>
</tr>
</tbody>
</table>
Summary
With the recent organisational restructure the position General Manager of Corporate and Community Services has been removed who previously had authority to sign on Council bank accounts and authorise online transactions.

It is proposed with the recent appointment of Rajith Udugampola to the position of General Manager, Finance and Economic Development that he be added to the list of authorised signatories and banking transactors.

Against the aforementioned backdrop, it is recommended that Bank SA be advised of Council’s decision to add Mr Udugampola as a signatory and given access to Council’s on-line banking facilities.
### 17.5 Dublin History Group Inc – Exercise of Lease Renewal

<table>
<thead>
<tr>
<th>Container No:</th>
<th>CON12/906</th>
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</thead>
<tbody>
<tr>
<td>Document No:</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Report Date:</th>
<th>16 January 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Governance Support Officer</td>
</tr>
</tbody>
</table>

| Corporate Objective: | 3.6 Council Buildings, Facilities and Assets that Meet Community Needs |

**Purpose:** To advise Elected Members that the Dublin History Group Inc have exercised their right of renewal of their Lease of the Dublin Institute.

**Recommendation 1:** “that Council, having considered Item 17.5 – Dublin History Group Inc – Exercise of Lease Renewal, dated 16 January 2017, authorise Council staff to exercise the right of renewal in accordance with the Dublin History Group Inc Lease over the Dublin Institute for a further five (5) years from 1 March 2017 to 28 February 2022.”
### Impact Summary

#### Organisational and Governance

<table>
<thead>
<tr>
<th>Financial</th>
<th>Nil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislation</td>
<td>Local Government Act 1999</td>
</tr>
<tr>
<td></td>
<td>Landlord and Tenant Act 1936</td>
</tr>
<tr>
<td></td>
<td>Work Health and Safety Act 2012 (SA)</td>
</tr>
<tr>
<td></td>
<td>Retail and Commercial Leases Act 1995</td>
</tr>
<tr>
<td>Risk</td>
<td>The Lessee occupies and uses the land at the Lessee’s risk and with the knowledge that the Council does not warrant that the land is safe or suitable for the Permitted Use.</td>
</tr>
<tr>
<td>Consultation</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Asset Management Plans</td>
<td>Ownership of assets are identified in the Lease Agreement</td>
</tr>
<tr>
<td>Service Standards</td>
<td></td>
</tr>
</tbody>
</table>
Background

- Council Meeting 27 April 2011 – Item 12.9.3 – Minute Ref: 2011/529 & 2011/530, page 12316

Discussion

A Lease Agreement was executed between the Dublin History Group Inc and Council on 1 March 2012 for an initial term of five (5) years commencing on 1 March 2012 and expiring on 28 February 2017.

Clause 15.1 of the Lease Agreement provides for the Lessee to exercise a right of renewal for a further five years from 1 March 2017 to 28 February 2022.

The Dublin History Group Inc has written to Council wishing to exercise its right of renewal accordingly.

Council may grant a right of renewal by staff exchanging letters between the Dublin History Group Inc. on the same terms and conditions of the original Lease Agreement executed by the two parties on 1 March 2012.

Summary

As there has been no breach of terms and conditions of the existing Lease Agreement by the Dublin History Group Inc it is recommended that Council grant a right of renewal for a further five (5) years from 1 March 2017 to 28 February 2022.

Should the Dublin History Group Inc wish to continue to utilise the Dublin Institute after the 28 February 2022 a new lease will need to be renegotiated with Council.
Attachment 1

to Item 4.1– Dublin History Group Inc – Exercise of Lease Renewal
dated 16 January 2017

COPY of Signed and Sealed Lease
LEASE AGREEMENT

DUBLIN INSTITUTE, SIXTH STREET SA 5501

THE DISTRICT COUNCIL OF MALLALA

DUBLIN HISTORY GROUP INCORPORATED
DATE: THURSDAY 01st of MARCH 2012

PARTIES

THE DISTRICT COUNCIL OF MALLALA of 2A Wasleys Road, Mallala SA 5502 (Council)

DUBLIN HISTORY GROUP INCORPORATED of PO BOX 60 Dublin SA 5501 (Lessee)

BACKGROUND

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

B. The Lessee has requested a lease to use the Premises for the Permitted Use.

C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the Local Government Act 1999.

D. The Council and Lessee wish to record the terms of their agreement in this Lease.

AND THE PARTIES AGREE as follows:

1. ACKNOWLEDGEMENT OF BACKGROUND

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

2. DEFINED TERMS AND INTERPRETATION

   2.1 Introductory

   In the Lease, unless the contrary intention appears:

   2.1.1 a reference to this Lease is a reference to this document;

   2.1.2 words beginning with capital letters are defined in clause 2.2;

   2.1.3 a reference to a clause is a reference to a clause in this Lease;

   2.1.4 a reference to an Item is a reference to an item in the First Schedule;

   2.1.5 a reference to a Schedule is a reference to a schedule of this Lease; and

   2.1.6 a reference to an Annexure is a reference to an annexure to this Lease.
2.2 Defined Terms

In this Lease:

**Act** means the *Retail and Commercial Leases Act 1995*.

**Agreed Consideration** means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 19).

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

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

**Commencement Date** means the commencement date described in Item 2.

**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 made 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 clause

**Default Rate** means 10% per annum.

**Fixed Amount** means a specified amount nominated as a Review Method.

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

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

**GST Rate** means 10% or such other percentage equal to 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 described in Item 2.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.
Lessee means the party described as “Lessee” in this Lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

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

Outgoings means the outgoings described in Item 6.

Permitted Use means the use described in Item 7.

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

Renewal Term means the term (if any) of renewal or extension in Item 3.

Rent means the rent described in Item 4.

Review Date means each date in Item 5.

Review Method means the relevant method of rent review in Item 5 for any Review Date.

Statutory Authorities means any authorities created by or under any relevant Legislation.

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

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

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

- who will be appointed as agreed by the Council and the Lessee or, failing agreement within fourteen (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 person holding or acting in the position of President of the Institute;

- who must have practiced as a valuer with a minimum of five (5) years relevant experience;

- who is licensed to practice as a valuer of the kind of premises in respect of which the review is required; and

- who must act as an expert and not as an arbitrator.

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

Unless the contrary intention appears:

2.3.1 headings are for convenience only and do not affect interpretation;

2.3.2 the singular includes the plural and vice-versa;

2.3.3 a reference to an individual or person include a corporation, partnership, joint venture, authority, trust, state or government and vice versa;

2.3.4 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party’s executors, administrators, substitutes, successors and assigns;

2.3.5 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;

2.3.6 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;

2.3.7 a reference in this Lease to the Council’s approval or consent, is to the Council’s prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;

2.3.8 “including” and similar expressions are not and must not be treated as words of limitation;

2.3.9 the covenants and powers implied in leases by virtue of Sections 124 and 125 of the *Real Property Act* 1886 will apply and be implied in this Lease unless they are expressly or impliedly excluded or modified; and

2.3.10 any special condition in the Second Schedule will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those special conditions will prevail.

2.4 **Retail and Commercial Leases Act**

2.4.1 If the Act applies to this Lease, then this Lease will be read and interpreted subject to the provisions of the Act and, to the extent to which there is any inconsistency with the provisions of the Act, those provisions of the Act will override the terms of this Lease.

2.4.2 Any right, power or remedy of the Council or obligation or liability of the Lessee that is affected by the Act (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act.

3. **GRANT OF LEASE**

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this Lease.
4. **TERM LESS THAN FIVE (5) YEARS**

4.1 This clause only has effect where:

4.1.1 the Act applies to this Lease; and

4.1.2 the Term is less than five (5) years.

4.2 The Council and the Lessee acknowledge and agree that:

4.2.1 the Term is less than five (5) years; and

4.2.2 Section 20B of the Act does not apply to this Lease for the Term (including without limitation any holding over period which exceeds six (6) months).

4.3 The Lessee acknowledges that:

4.3.1 the Lessee has received independent legal advice to explain the effect of and how Section 20B of the Act would apply but for this Lease containing a provision excluding the operation of that section;

4.3.2 the Lessee was not acting under coercion or undue influence in requesting or consenting to the inclusion of such provision; and

4.3.3 the Lessee has given assurances to the Lessee’s lawyer that the Lessee was not acting under coercion or undue influence in requesting or consenting to the inclusion of such provision when instructing the Lessee’s lawyer in relation to such provision.

5. **RENT**

5.1 **Payment of Rent**

The Lessee will not be required to pay rent during the Term of this Lease. The Lessee will not be required to pay rent for any renewal period indicated in Item 3 of this Lease agreement.

5.2 **Review**

Subject to the Act, nothing in this Lease prevents the Council and Lessee negotiating and agreeing on a Rent to apply from a Review Date without following this clause 5.

6. **RATES AND TAXES AND OUTGOINGS**

6.1 **Liability for Rates and Taxes**

6.1.1 The Council must pay all Rates and Taxes levied, assessed or charged in respect of the Premises.

6.2 **Payment of Outgoings**

6.2.1 The Council must pay all Outgoings levied, assessed or charged in respect of the Premises.
6.3 **Power and Other Utilities**

6.3.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, the consumption of electricity and gas, and the pumping of the Premises septic system at the completion of this lease agreement.

6.3.2 Without limiting the generality of this clause 6.3, the Lessee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

7. **USE OF PREMISES**

7.1 **Permitted Use**

The Lessee must use the Premises only for the Permitted Use and must not use or allow the Premises to be used for:

7.1.1 residential purposes; or

7.1.2 any other use;

(without the Council’s consent).

7.2 **Offensive Activities**

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

7.2.1 for the Council; or

7.2.2 for the owners or occupiers of any adjoining property; and

must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

7.3 **Use of Facilities**

7.3.1 The Lessee will ensure that the Building Services are used carefully and responsibly and in accordance with any reasonable directions that may be given by the Council from time to time.

7.3.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee; Council will be responsible for all other repairs and damages of the Building Services.

7.4 **Statutory Requirements**

The Lessee must comply with all Statutory Requirements (including any obligations under the *Occupational Health Safety and Welfare Act 1986 & the Heritage Act 1993*) relating to:

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

7.5 Alcohol

7.5.1 Unless the Lessee first obtains the written consent of the Council, the Lessee must not apply for:

7.5.1.1 a liquor licence under the Liquor Licensing Act 1997; or

7.5.2 If the Lessee obtains a licence under this clause, the Lessee must not do (or fail to do) or allow any of its employees agents contractors, licensees or invitees to (or fail to):

7.5.2.1 do any thing that is in breach of the Liquor Licensing Act 1997 or of the conditions of the relevant licence; or

7.5.2.2 do anything that may result in the relevant licence being revoked or suspended;

7.5.2.3 assign the licence;

7.5.2.4 apply to remove the licence;

7.5.2.5 allow a licence to be granted to another person in respect of the Premises or any part of the Premises; or

7.5.2.6 apply to vary or revoke any conditions of the licence.

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

7.5.3.1 give any notices the Council requires to renew or assign the licence;

7.5.3.2 allow those notices to be affixed as and for the period required by the Liquor Licensing Act 1997;

7.5.3.3 assign the licence to the Council or the Council's nominees if required to do so by the Council; and

7.5.3.4 do anything else that may be required to affect the renewal or assignment of the licence.

7.6 Signs

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

7.6.1 are approved by the Council; and

7.6.2 comply with any relevant Statutory Requirements.
7.7 Dangerous Equipment and Installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and will not install or bring onto the Premises:

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

7.7.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or

7.7.3 any heavy equipment or items that may damage the Premises.

7.8 Fire Precautions

The Lessee must:

7.8.1 comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and

7.8.2 comply with all Statutory Requirements relating to fire safety and procedures which are required as a consequence of the Lessee's particular use of the Premises,

7.8.3 Council will be responsible for the legislative requirements relating to fire equipment and the maintenance and repair of such equipment.

7.9 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 to be used only in the case of emergencies.

7.10 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.

8. INSURANCE

8.1 Lessee must insure

The Lessee must keep current during the Term:

8.1.1 public risk insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim;

8.1.2 all insurance in respect of the Lessee’s Equipment for its full replacement value; and

8.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.
8.2 **Requirements for Policies**

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

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

8.2.2 be in the name of the Lessee and note the interest of the Council;

8.2.3 cover events occurring during the policy’s currency regardless of when claims are made; and

8.2.4 note that despite any similar policies of the Council, the Lessee’s policies will be primary policies.

8.3 **Evidence of Insurance**

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

8.3.1 pay each premium before it is due for payment;

8.3.2 give the Council certificates of currency each year when the policies are renewed;

8.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council’s consent;

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

8.4 **Insurance affected**

8.4.1 The Lessee must not do anything which may:

8.4.1.1 prejudice any insurance of the Premises; or

8.4.1.2 increase the premium for that insurance.

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

9. **REPAIR AND MAINTENANCE**

9.1 **Repair**

9.1.1 Council will be responsible for the repair and maintenance of the Premises and its associated infrastructure and utilities where such repair and maintenance is not contributed to by the act, omission, negligence or default of the Lessee,

9.1.2 If the Council requires the Lessee to do so, the Lessee must promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.
9.2 Alterations by Lessee

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

9.2.2 The Lessee must provide full details of the proposed alteration and additions to the Council.

9.2.3 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.

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

9.2.4.1 in a proper and workmanlike manner;

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

9.2.4.3 in accordance with all Statutory Requirements; and

9.2.4.4 in a way to minimise disturbance to others.

9.2.5 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause will be or become the property of the Council.

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

9.3 Cleaning

The Lessee must:

9.3.1 keep the Premises clean and tidy; and

9.3.2 keep the Premises free of vermin, insects and other pests. It will be Council’s responsibility to maintain structural integrity and contractual agreements which contributes to vermin control.

10. TRANSFERRING, SUBLETTING AND CHARGING

10.1 Transfer

The Lessee may, subject to the Act, only transfer its interest in this Lease provided:

10.1.1 the proposed transferee does not change the Permitted Use;

10.1.2 the proposed transferee is able to meet the financial obligations under the Lease; and

10.1.3 the Lessee has complied with the Council’s procedural requirements for obtaining the Council’s consent.
10.2 **Subletting**

The Lessee must not sublet or sublicense any part of the Premises without Council's written approval.

10.3 **Charging**

10.3.1 The Lessee must not charge the Lessee's interest in this Lease or the Lessee's Equipment without the Council's consent.

10.3.2 If the Council consents to a charge on the Lessee's Equipment then the Lessee must enter into a deed in a form required by the Council that ensures the charge is subject to the Council's rights under this Lease.

10.4 **Hiring out of Premises**

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

10.5 **Deemed Assignment**

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

11. **LESSEE GOVERNANCE**

11.1 On or before the Commencement Date the Lessee must provide to the Council a copy of its constitution and any other documents that regulate the governance and operations of the Lessee.

12. **COUNCIL'S OBLIGATIONS AND RIGHTS**

12.1 **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.

12.2 **Right to Enter**

The Council may (except in the case of emergency when no notice will be required) enter the Premises after giving the Lessee reasonable notice (14 days written notice):

12.2.1 to see the state of repair of the Premises;

12.2.2 to do repairs to the Premises or other works which cannot reasonably be done unless the Council enters the Premises;
12.2.3 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

12.3 **Emergencies**

In an emergency the Council may:

12.3.1 close the Premises; and

12.3.2 prevent the Lessee from entering the Premises.

12.4 **Works and Restrictions**

12.4.1 The Council may:

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

12.4.1.2 carry out works on the Premises (including extensions, renovations and refurbishment).

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

12.5 **Right to Rectify**

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

13. **DAMAGE OR DESTRUCTION**

13.1 **Termination for destruction or damage**

13.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee’s use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:

13.1.1.1 terminating this Lease (on a date at least one (1) month after the Council gives written notice); or

13.1.1.2 advising the Lessee that the Council intends to repair the Premises so that the Premises are accessible and the Lessee can occupy and use the Premises.

13.1.2 If the Council gives a notice under clause 13.1.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
13.1.3 If the Council does not comply with clause 13.1.1 or with the Lessee’s notice under clause 13.1.2, the Lessee may end this Lease by giving the Council not less than one (1) month’s written notice.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Premises (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:

14.1 terminate this Lease subject to the following provisions:

14.1.1 the Council must provide the Lessee 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;

14.1.2 the Council may at any time after providing the Lessee with the information specified in clause 14.1.1, give the Lessee a written notice of termination of this Lease (Termination Notice) specifying the date on which this Lease is to come to an end being a date not less than six (6) months after the Termination Notice is given. This Lease will, unless terminated earlier by the Lessee under clause 14.1.3, come to an end at midnight on the day specified in the Termination Notice;

14.1.3 at any time after receiving a Termination Notice under clause 14.1.1, the Lessee may terminate this Lease by giving not less than seven (7) days’ written notice to the Council; and

14.1.4 when this Lease is terminated (whether by the Council under clause 14.1.2 or by the Lessee under clause 14.1.3), the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue; or

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

14.2.1 the Council must provide the Lessee 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;

14.2.2 the Council may at any time after providing the Lessee with the information specified in clause 14.2.1, give the Lessee a written notice of termination of this Lease (Relocation Notice) specifying the date on which the Lessee must relocate being a date not less than six (6) months after the Relocation Notice is given.

14.2.3 the Lessee must relocate to the alternative site on the date stipulated in the Relocation Notice and shall give to the Lessee all such assistance and cooperation as may be necessary to give effect to this
clause and to the relocation including the execution of any documents or instruments which the Lessee reasonably requires;

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

14.2.5 any reasonable costs incurred in relocating the Lessee shall be borne by the Council; and

14.2.6 the Lessee’s occupation of the alternative site will be on the terms and conditions of this Lease with such amendments as are necessary for the terms and conditions of this Lease to apply to the Lessee’s occupation of the alternative site; or

14.3 negotiate with the Lessee as to the necessary financial and maintenance contribution which is required from the Lessee in order for the Council to reconsider undertaking the Redevelopment. The Council may, at any reasonable time during these negotiations exercise any of its other rights under this clause 14.

15. RENEWAL

15.1 If a right of renewal has been granted to the Lessee as described in Item 3 and the Lessee wishes to exercise that right of renewal, then the Lessee must serve a written notice on the Council not less than six (6) months and not more than twelve (12) months before the expiry of the Initial Term stating it requires a renewal of this Lease.

15.2 The Lessee will not be entitled to a right of renewal if:

15.2.1 the Lessee has been in breach of this Lease at any time before giving notice of the Lessee’s exercise of the right of renewal;

15.2.2 the Lessee is in breach of the Lease at the time of giving that notice; or

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

16. RIGHTS AND OBLIGATIONS ON EXPIRY

16.1 Expiry

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

16.2 Handover of Possession

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

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

16.2.1.2 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the
Lessee, whether those alterations and additions were authorised by the Council or not;

16.2.1.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Lessee;

16.2.1.4 refurbish the Premises as required under clause 9; and

16.2.1.5 complete any repairs which the Lessee is obliged to carry out under this Lease.

16.3 Abandoned Goods

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

16.4 Holding Over

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

16.4.1 either party may terminate on one (1) month's written notice given at any time; and

16.4.2 is on the same terms as this Lease.

17. BREACH

17.1 Payment Obligations

17.1.1 The Lessee must make payments due under this Lease:

17.1.1.1 without demand (unless this Lease provides demand must be made);

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

17.1.1.3 to the Council or as the Council directs; and

17.1.1.4 by direct debit or such other means as directed by the Council.

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

17.2 Set Off

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

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

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

17.4 Default, Breach and Re-Entry

In the event that:

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

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

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

17.4.3.1 a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;

17.4.3.2 any person appoints an administrator of the Lessee;

17.4.3.3 an application is made to any court to wind up the Lessee;

17.4.3.4 an application is made pursuant to Section 411 of the Corporations Act 2001;

17.4.3.5 a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or

17.4.3.6 the Lessee is deregistered or dissolved;

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

17.4.4.1 the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;

17.4.4.2 a creditor of the Lessee presents a creditor's petition against the Lessee under the Bankruptcy Act 1966;

17.4.4.3 the Lessee presents a petition against himself or herself under the Bankruptcy Act 1966;
Premises:

17.6.1. The obligations and prohibitions in relation to use of the

Lessee and essential terms:

17.6.1. The Lessee acknowledges that the following obligations under this

Satisfaction of the Council, Regulation and demolitions

capable of remedy or to make reasonable compensation in money to the

period within which the Lessee is to remedy any such breach of detail. If it is

1996, such notice will provide that the period of fourteen (14) days is the

referred to be given pursuant to Section 6 of the Landlord and Tenant Act

In the case of a breach of detail or any term of this lease where notice is

Landlord and Tenant Act

17.6. Rights of Council not limited

The rights of the Council under this lease and at law resulting from a breach of

the lease are under no circumstances be restricted or limited in any way by reason

The Council's consent:

17.4.7. The premises are left unoccupied for one (1) month or more without the

under any judgment of proceedings.

17.4.6 Any property in or on the premises is seized or taken in execution

17.4.5 Execution is levied against the lessee and not discharged within thirty

a tenancy offence.

17.4.4.7 The lessee is convicted of an indictable offence (other than

17.4.4.6 The premises becomes subject to the control of a special registered 

trustee under Part IX of the Bankruptcy Act 1966 and that

17.4.4.5 The lessee gives a debt agreement proposal to the Official

17.4.4.4 The lessee signs an authority under Section 188 of the

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17.6.1.2 the obligations and restrictions in relation to additions and alterations to the Premises; and

17.6.1.3 the restriction on assignment, sub-letting, mortgaging and licensing.

17.6.2 If the Council accepts payment any moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

17.6.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may at any time thereafter rescind this Lease by accepting that repudiation.

17.6.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term, or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including moneys which the Council would otherwise have received under this Lease for the balance of the Term had the Lessee not breached an essential term or repudiated this Lease. In those circumstances the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to lease the Premises on reasonable terms.

17.6.5 The rights of the Council under this clause and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

18. INDEMNITY AND RELEASE

18.1 Risk

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

18.2 Indemnity

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

18.2.1 any act or omission of the Lessee;

18.2.2 the overflow or leakage of sewerage, water or any other harmful agent into or from the Premises which is the result of the Lessee's actions and / or misuse;

18.2.3 any fire on or from the Premises which is the result of the Lessee's actions and / or misuse;
18.2.4 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;

18.2.5 a breach of this Lease by the Lessee; or

18.2.6 the Lessee’s use or occupation of the Premises.

18.3 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.

18.4 Indemnities are Independent

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

19. GOODS AND SERVICES TAX

19.1 If a GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Lease or any goods, services or other things supplied under this Lease then:

19.1.1 the Agreed Consideration for that supply is exclusive of GST;

19.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and

19.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

19.2 Where the Agreed Consideration is to be increased to account for GST under this clause 19, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

19.3 If the Lessee does not comply with its obligations under the Lease or with its obligations under GST Legislation in connection with the Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

20. GENERAL

20.1 Costs

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

20.1.1 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.
20.2 **Waiver**

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

20.3 **Notice**

Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

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

20.3.2 in the case of the Council, if posted by pre-paid post to the Chief Executive Officer at the principal place of in South Australia which is taken to be the address stated in this Lease.

Notice served by pre-paid post will be deemed to have been given or served three (3) Business Days after posting.

20.4 **Severance**

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

20.5 **Entire Agreement**

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings, other than those contained in this Lease, were made or given or relied upon.

20.6 **Resumption**

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

The common seal of THE DISTRICT COUNCIL OF MALLALA was affixed in the presence of:

Signature of Mayor/Delegate

Duncan Kennington
Name of Mayor/Delegate

EXECUTED by DUBLIN HISTORY GROUP INCORPORATED in accordance with Section 127(1) of the Corporations Act by the authority of its directors:

Signature of Chief Executive Officer

Charles Mansueto
Name of Chief Executive Officer

Chairperson/Secretary
<table>
<thead>
<tr>
<th>ITEM</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>9</td>
<td>Refundishment</td>
</tr>
<tr>
<td>8</td>
<td>Public Risk Insurance</td>
</tr>
<tr>
<td>7</td>
<td>Permitted Use</td>
</tr>
<tr>
<td>6</td>
<td>Outgoings</td>
</tr>
<tr>
<td>5</td>
<td>Rent Review Date</td>
</tr>
<tr>
<td>4</td>
<td>Rent</td>
</tr>
<tr>
<td>3</td>
<td>Renewal(s)</td>
</tr>
<tr>
<td>2</td>
<td>Initial Term</td>
</tr>
<tr>
<td>1</td>
<td>Premises</td>
</tr>
</tbody>
</table>

**First Schedule**

---

Ordinary Council Meeting

Page 140 of 230

16 January 2016
SECOND SCHEDULE
Special Conditions

The terms and conditions (if any) set out in the Second Schedule are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in this body of this Lease, then these special conditions will prevail.

1. The Dublin History Group Incorporated acknowledges that the Dublin Institute being a Council owned facility will continue to be available and accessed by Council during the term of this lease as a Community Emergency Evacuation Centre where the District Council of Mallala Chief Executive Officer enacts its Emergency Management Plan.

2. That the District Council of Mallala and the Dublin History Group confirm that the attached Item / Property Description Form was completed by Council’s Strategic Infrastructure Coordinator and members of the Dublin History Group Incorporated on the 15th of February 2012 and is an accurate account of ownership and responsibility of those items during the term of this lease.
<table>
<thead>
<tr>
<th>Item and Description</th>
<th>Current Responsibility</th>
<th>Lease agreement responsibilities</th>
<th>Ownership of Asset</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fridge</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pie Warmer</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Microwave</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Oven</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Kettle</td>
<td>DHG</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Coffee Machine</td>
<td>DHG</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Blinds x 2</td>
<td>Council</td>
<td>Council</td>
<td>Council</td>
</tr>
<tr>
<td>Exhaust Fan</td>
<td>Council</td>
<td>Council</td>
<td>Council</td>
</tr>
<tr>
<td>Picture</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>TV</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Shelving</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Trestle Tables</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Cupboard</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Floor Polisher</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Vacuum Cleaner</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Drinks Fridge</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Display Cabinet</td>
<td>Institute</td>
<td>Council</td>
<td>Council</td>
</tr>
<tr>
<td>Turned Leg Table</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Chairs</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Chairs (Blue Joined)</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>3 stools (pews)</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pedestals</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Urn &amp; Cupboard</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Folding Doors</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Blinds x 2</td>
<td>Institute</td>
<td>Council</td>
<td>Council</td>
</tr>
<tr>
<td>Ceiling Fan</td>
<td>Council</td>
<td>Council</td>
<td>Council</td>
</tr>
<tr>
<td>Picture left of drinks fridge</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pictures on pin up board</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pictures left of window</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pictures right of window</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pictures right of cabinet</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Jonathon Porter</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>HMAS Australia</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Commonwealth Government</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Clock</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Piano &amp; Stool</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Chairs</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Chairs (Blue Joined)</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Tables</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Pedestal</td>
<td>DHG</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Trestle Tables</td>
<td>DHG</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Small Table</td>
<td>DHG</td>
<td>DHG</td>
<td>DHG</td>
</tr>
<tr>
<td>Small Table Near Door</td>
<td>Institute</td>
<td>DHG</td>
<td>DHG</td>
</tr>
</tbody>
</table>
| Item                              | Institute   | DHG  | DHG
|-----------------------------------|-------------|------|------
| Cupboard                          | Institute   | DHG  | DHG
| PA System                         | DHG         | DHG  | DHG
| Lights & Ceiling Fans             | Council     | Council| Council
| Other pictures                    | Institute   | DHG  | DHG
| Honour Roll Lower Light           | DHG         | DHG  | DHG
| Queen                             | DHG         | DHG  | DHG
| V Cross                           | DHG         | DHG  | DHG
| Memorial Half Circle x 2          | DHG         | DHG  | DHG
| Honour Roll                       | Institute   | DHG  | DHG
| Honour Roll Dublin                | Institute   | DHG  | DHG
| Returned Soldiers                 | Institute   | DHG  | DHG
| BBQ                               | ?           | DHG  | DHG
| Chairs                            | DHG         | DHG  | DHG
| Tables                            | DHG         | DHG  | DHG
| Cupboard (White)                  | DHG         | DHG  | DHG
| Cupboard (Brown)                  | DHG         | DHG  | DHG
| Toilets                           | Council     | Council| Council
| Gas Bottles                       | Council     | DHG  | Council
| Hot water System                  | Council     | Council| Council
| Fencing                           | Council     | Council| Council
| Tank                              | Council     | Council| Council
| Shed                              | Council     | Council| Council
### Corporate Objective:

3.6 Council buildings, facilities and assets that meet community needs.

### Purpose:

To seek Council endorsement of the amended re-seal program.

### Recommendation 1:

“that Council, having considered Item 17.6 – Re-seal Program Amendment, dated 16 January 2017, endorse the changes to the re-seal Capital Expenditure for the year ending 30 June 2017 budget and in so doing allocate an additional $44,347 towards the program as a consequence of the Second Quarter 2016/17 budget review.”
### Impact Summary

#### Organisational and Governance

| Financial | Option 1 (recommended) requires a $44,347 increase to the reseal budget  
|           | Option 2 requires a $166,417 increase to the reseal budget. 
|           | In either case the increase can be facilitated using savings identified in the 2016/17 quarter 3 budget review. |
| Legislation | Nil |
| Risk | A road network that is not in a safe usable condition and high maintenance costs associated with roads highlighted in this report |
| Consultation | Nil |
| Asset Management Plans | Asset Management Plans to be updated to reflect adjustments proposed in the amended re-seal program |
| Service Standards | Maintaining roads at a safe and reasonable condition |
Background
A review of the capital expenditure on the re-seal program has been conducted as at the 10 January 2017.

Discussion
Changes are required to the reseal program to address recent premature road failures and to ensure the road network is maintained in a safe usable condition. Dublin Road, St George Boulevard, Sevastine Court and St Andrews Road have deteriorated faster than anticipated caused by the environmental factors such as large volumes of rain water causing damage to road edges and sealed surface resulting in numerous pot holes. These are failures that now need regular patching.

A new spray seal surface will provide protection for the road base from water ingress and a new revitalised wearing surface. Resurfacing with a spray seal means routine maintenance costs (pot hole patching in particular) is largely eliminated for a larger period of time while safety and asset condition are maintained as a top priority. (Attachment 1) outlines the proposed changes to the re-seal capital expenditure for the year ending 30 June 2017.

Option 1: (recommended)
Defer Port Parham Road (Beach Road to First Street) and Erina Court (Fletcher Road to End) until 2017/2018 financial year and substitute into the 2016/2017 program Dublin Road, St George Boulevard, Sevastine Court and St Andrews Road.

2016/2017 Financial Impact: $44,347 supplementary funding required

Option 2:
Borrow additional funds to add Dublin Road, St George Boulevard, Sevastine Court and St Andrews Road into the reseal program while not deferring any roads already on the program.

2016/2017 Financial Impact: $166,417 supplementary funding required

Summary
It is proposed that the Council endorse the changes to the re-seal capital expenditure for the year ending 30 June 2017 budget to address recent failures to roads as a consequence of wet weather conditions. The recommended action simply re-prioritises roads on the reseal program according to recent changes to their condition.
Attachment 1

to report 17.6 – Re-seal Program Amendment
dated 16 January 2017

Re-seal Program Amendment
## Budget - Capital Expenditure for the Year Ending 30 June 2017

### MASTER CAPITAL PROGRAM Note 2016-17

<table>
<thead>
<tr>
<th>SEAL REHABILITATION - CURRENT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>72400 Bethesda Dawkins to Gawler River Road (2 S)</td>
<td>57,578</td>
</tr>
<tr>
<td>72400 Boundary Road Hayman to Gawler River (2 S)</td>
<td>97,246</td>
</tr>
<tr>
<td>72400 Dublin Road Hill to Cameron Terrace</td>
<td>51,647</td>
</tr>
<tr>
<td>72400 First Street Old Pt Wakefield to Seventh St (2 S)</td>
<td>17,438</td>
</tr>
<tr>
<td>72400 Gawler River Road Old Pt Wakefield to Germantown Rd</td>
<td>53,265</td>
</tr>
<tr>
<td>72400 Sixth Street Third to South St (3 S)</td>
<td>21,776</td>
</tr>
<tr>
<td>72400 Erin Court Fletcher to End</td>
<td>19,555</td>
</tr>
<tr>
<td>72400 Pt Parham Road Beach to First St (2 S)</td>
<td>102,514</td>
</tr>
</tbody>
</table>

Roads to be deferred to 2017/2018 financial year total 122,069

### CURRENT SEAL REHABILITATION - TOTAL 421,019

<table>
<thead>
<tr>
<th>SEAL REHABILITATION - AMENDED</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>72400 Bethesda Dawkins to Gawler River Road (2 S)</td>
<td>57,578</td>
</tr>
<tr>
<td>72400 Boundary Road Hayman to Gawler River (2 S)</td>
<td>97,246</td>
</tr>
<tr>
<td>72400 Dublin Road Hill to Cameron Terrace</td>
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</tr>
<tr>
<td>72400 First Street Old Pt Wakefield to Seventh St (2 S)</td>
<td>17,438</td>
</tr>
<tr>
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<td>53,265</td>
</tr>
<tr>
<td>72400 Sixth Street Third to South St (3 S)</td>
<td>21,776</td>
</tr>
</tbody>
</table>

Amendment

- St George Boulevard Pauline Court to Sevastine Court 7,748
- St George Boulevard Sevastine Court to Sophia Court 9,360
- Sevastine Court St George Boulevard to End 10,479
- St Andrews Road St George Boulevard to Gawler River Road 16,936
- Dublin Road Hill Road to Franks Road (2 S) 121,895

Roads to be added to 2016/2017 financial year total 166,417

### AMENDED SEAL REHABILITATION - TOTAL 465,367

Budget variation to the 2016/2017 re-seal capital expenditure Variance (44,347)
### 17.7 Junction & Women’s Housing Ltd – Lease and Working Agreement

<table>
<thead>
<tr>
<th>Container No:</th>
<th>CON12/905</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document No:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Report Date:</th>
<th>16 January 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Governance Support Officer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate Objective:</th>
<th>1.1 Health and family support services that are accessible and meet the needs of our community.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5.1 Effective Governance, leadership and teamwork</td>
</tr>
<tr>
<td></td>
<td>5.2 Informed and engaged community/stakeholders and staff</td>
</tr>
</tbody>
</table>

**Purpose:**

To provide Elected Members with an update of negotiations with Junction Australia in regard to the finalisation of the Lease and Working Agreement documents.

**Recommendation 1:**

“That Council, having considered Item 17.7 - Junction & Women's Housing Ltd – Lease and Working Agreement report, dated 16 January 2017, receive and note the report and authorise the Chief Executive Officer to remove Indemnity Clause 19 from the Lease Agreement.”
## Impact Summary

### Organisational and Governance

<table>
<thead>
<tr>
<th>Financial</th>
<th>Nil</th>
</tr>
</thead>
</table>
| Legislation   | Residential Tenancies Act 1995  
                   Local Government Act 1999 |
| Risk          | The establishment of a formal Lease Agreement transfers a level of responsibility, as defined within the lease arrangement. It is the Council that administers adherence to those requirements; this instrument will reduce Council’s risk exposure. |
| Consultation  | Consultation in the drafting of the proposed Lease and Working Agreements has been undertaken by Council Management in consultation with Junction and Women’s Housing Ltd. |
| Asset Management Plans | Nil                        |
| Service Standards | Whilst there has been a transfer of Lessee to Junction and Women’s Housing Ltd, the units will continue to be managed in the best interest of the community. |
Background

The Adelaide Plains Council owns seven (7) single bedroom units at 12 Aerodrome Road, Mallala and one (1), two bedroom unit at 2/7 Chivell Street, Mallala. Since 1 July 2010, the seven (7) single bedrooms units have been managed by (the former) Barossa & Districts Housing Association (BDHA), and later included the management of the unit at 2/7 Chivell Street. In addition to these units, BDHA owned and managed three (3), two bedroom units located at 1/7 Chivell Street and 3/3 & 4/3 Mary Street, Mallala.

Barossa & Districts Housing Association formally merged with Junction & Women’s Housing Ltd (JWH) on 30 June 2016. The merger involved the transfer of debentured properties from Barossa & Districts Housing Association to Junction & Women’s Housing Ltd, but did not include Council owned properties and associated maintenance funds. Staff from Barossa & Districts Housing Association have transitioned to Junction & Women’s Housing Ltd and continue to carry out the property administration and maintenance requirements for the Mallala properties including the Council owned units.

The current lease to the Barossa & Districts Housing Association expired at 30 June 2015. Despite no further formal agreements being in place, Junction & Women’s Housing Ltd has continued to manage the units to ensure minimal disruption to tenants.

Council, at its meeting on 19 September 2016 moved the following:

<table>
<thead>
<tr>
<th>Council Resolution</th>
<th>2016/ 308</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.4</td>
<td></td>
</tr>
<tr>
<td>Moved Cr McColl</td>
<td>Seconded Cr Keen</td>
</tr>
<tr>
<td>“that Council, having considered Item 17.4 - Junction &amp; Women’s Housing Ltd – Lease and Working Agreement report, dated 19 September 2016, receive and note the report.”</td>
<td></td>
</tr>
<tr>
<td>CARRIED</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Council Resolution</th>
<th>2016/ 309</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.4</td>
<td></td>
</tr>
<tr>
<td>Moved Cr Strudwicke</td>
<td>Seconded Cr Keen</td>
</tr>
<tr>
<td>“that Council, having considered Item 17.4 - Junction &amp; Women’s Housing Ltd - Lease and Working Agreement report, dated 19 September 2016, authorise the Chief Executive Officer to make minor amendments as required to finalise and then sign the Working Agreement between Junction &amp; Women’s Housing Ltd and the District Council of Mallala.”</td>
<td></td>
</tr>
<tr>
<td>CARRIED</td>
<td></td>
</tr>
</tbody>
</table>
**Council Resolution 2016/310**

Moved Cr Strudwicke  Seconded Cr Daniele

“that Council, having considered Item 17.4 - Junction & Women’s Housing Ltd – Lease and Working Agreement report, dated 19 September 2016, authorises the Chief Executive Officer to negotiate and finalise any outstanding terms of the Lease Agreement.”

**CARRIED**

---

**Council Resolution 2016/311**

Moved Cr Strudwicke  Seconded Cr Keen

“that Council, having considered Item 17.4 - Junction & Women’s Housing Ltd – Lease and Working Agreement report, dated 19 September 2016, authorise, pursuant to Section 38 and 44 of the Local Government Act 1999, the Mayor and Chief Executive Officer to execute the Lease Agreement between the Adelaide Plains Council and Junction and Women’s Housing Ltd under the common seal of Council.”

**CARRIED**

---

**Discussion**

In accordance with the above Council resolutions, Council Management has been negotiating with Junction Australia to finalise both the Lease Agreement and Working Agreement.

The revised marked up copies of the Lease Agreement ([Attachment 1](#)) and Working Agreement ([Attachment 2](#)) are attached to this report.

The only issue outstanding is in relation to the *Indemnity Clause 19* - of the Lease Agreement which Junction Australia wish to be removed.

Council Management has sought legal advice from its Legal Advisors, Norman Waterhouse Lawyers, who have advised that Junction Australia, the Lessee of Council property, have control of the properties and has certain obligations and responsibilities under the lease and this clause was included to provide an indemnity to Council as follows:
Lessee indemnifies Council

The Lessee indemnifies the Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable arising wholly or partly in connection with this Lease, including in connection with any of the following:

* the misuse or negligent use by the Lessee or its visitors of any services or facilities at the Property (for example water, gas, electricity);

* the overflow or leakage of water caused (wholly or partly) by any act (or failure to act) of the Lessee or its visitors;

* the Lessee’s (or its visitors’) use or occupation of the Property; or

* any other act (or failure to act) of the Lessee or its visitors;

except to the extent caused or contributed to by the Council’s (or its workers’) negligence or default.

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

However, if Clause 19 was removed Junction Australia would still have obligations and responsibilities under the lease that Council would be entitled to enforce but in the event a claim was made against Council (i.e. by a tenant who suffers loss or damage because Junction Australia failed to adequately maintain the property), there would be no straightforward “pass through” of Council’s liability to Junction Australia.

A reciprocal Indemnity Clause with Council indemnifying Junction Australia for loss that might otherwise be suffered due to Council negligence could be inserted in the Lease Agreement but the deletion of the Indemnity Clause would be a better option.

Junction and Women’s Housing Ltd (JWH) is a leading ‘not-for-profit’ social housing provider that increases access to appropriate and affordable housing by providing affordable housing options for households with very low, low or moderate incomes. JWH is registered as a Tier 1 provider under the National Regulatory System.

Junction Australia have been satisfactorily managing the eight (8) units since 1 July 2015 without a formal lease agreement in place. The Initial Lease term expires on 31 December 2017.

Council Management recommends that Clause 19 be deleted from the Lease Agreement.
Summary

The Mallala Aged Housing Units are an important Council asset and Junction and Women’s Housing Ltd have the experience to provide property and tenancy management of the Council properties.

The Draft Lease Agreement with Clause 19 removed, and Draft Working Agreement provides the necessary terms and conditions to ensure that the units will continue to be managed by Junction and Women’s Housing Ltd in the best interest of the community.
Attachment 1

to report 17.7 - Junction & Women’s Housing Ltd – Lease and Working
dated 16 January 2017

Draft Lease Agreement
LEASE

COMMUNITY HOUSING

ADELAIDE PLAINS COUNCIL
("the Council")

and

JUNCTION AND WOMEN’S HOUSING LTD
("the Lessee")
LEASE

BETWEEN: ADELAIDE PLAINS COUNCIL
2A Wasleys Road, Mallala SA 5502
("the Council")

AND: JUNCTION AND WOMEN'S HOUSING LTD
named in Item 1 of the Schedule
("the Lessee")

BACKGROUND:

A. The Lessee is a community organisation. The persons executing this Lease on behalf of the Lessee have warranted to the Council that the Lessee is a not for profit company limited by guarantee incorporated under the Corporations Act 2001, and that its functions are as described in Item 2 of the Schedule.

B. The Property described in Item 3 is owned or under the care control and management of the Council and is comprised of dwellings for residential purposes.

C. The Council has agreed to grant to the Lessee and the Lessee has agreed to take a Lease of the Property.

D. The Lessee has carefully inspected the Property and is satisfied that the Property is in good condition and fit for the purposes for which the Lessee intends to use it.

AGREEMENT:

Grant of Lease

The Council grants to the Lessee a Lease of the Property:

* for the lease period stated in Item 4 of the Schedule; and

* starting on the date stated in Item 5 of the Schedule; and

* on condition that the Lessee meets all of its obligations under this Lease.
PART ONE - INTERPRETATION

1. **Interpreting this Lease**

1.1. The things stated in the Background on page 1 are correct and form part of this Lease.

1.2. The following expressions have special meanings:

   * "the Schedule" means the Schedule at the back of this Lease.
   
   * "the Property" means the property being leased, as described in **Item 3** of the Schedule, including any buildings, structures, fences, improvements, and fixtures that:-
     
     * are on that Property now; or
     
     * are erected during the term of this Lease.
   
   * "the Council's workers" and "its workers" include the Council’s employees, agents and contractors
   
   * "the Lessee's visitors" and "its visitors" include the Lessee's employees, agents, contractors and sub-tenants, anybody who sublets the Property from the Lessee or who comes onto the Property pursuant to a sub-lease arrangement, and anybody else the Lessee lets onto the Property.
   
   * "the CPI" means the Consumer Price Index published by the Australian Government for Adelaide (All Groups).
   
   * “RTA” means the *Residential Tenancies Act 1995*.
   
   * “the Council’s Funds” means the funds from rent collection by the Lessee from tenants of the Property less the management fees deducted by the Lessee and as further detailed in the Working Agreement.
   
   * “the Working Agreement” means the agreement entered into between the Council and the Lessee on or about the date of this Lease, and that governs the management by the Lessee of the Property on behalf of the Council, a copy of which is attached to this Lease as Annexure A.

1.3. A reference to a party includes that party's successors and transferees.

1.4. Words in the singular include the plural. Words in the plural include the singular.

1.5. If two or more persons are referred to in the Schedule as "the Lessee", then this Lease binds them jointly and severally.

1.6. The word "person" includes a body corporate.
1.7. A reference to any Act or law includes any Act or law that amends or replaces it.

1.8. Any example that is given is not meant to show all possible cases.

1.9. No part of any clause in this Lease limits any other part of this Lease, unless that is the only way it can be read.

1.10. The headings of each clause are for ease of reference only. They are not to be taken into account in interpreting this Lease.

1.11. If the RTA applies to this Lease:

   * this Lease must be interpreted subject to the RTA; and

   * any right, power or remedy of the Council or obligation or liability of the Lessee that is affected by the RTA is unenforceable or void but only to the extent that it is expressly made unenforceable or void by the RTA.

PART TWO - THE LESSEE'S OBLIGATIONS

2. **To pay rent**

   2.1. The Lessee must pay the annual rent stated in **Item 6** of the Schedule at the times stated in **Item 6**.

3. **To pay rates, taxes and charges**

   3.1. The Lessee must pay on behalf of the Council and using the Council’s Funds (on time) all rates, taxes and charges relating to the Property, no matter whether they are billed to the Lessee or to the Council.

   3.2. The Lessee must pay on behalf of the Council and using the Council’s Funds (on time) all services charged on the Property, unless they are the responsibility of the tenant(s) of the Property as per the tenancy agreement(s) between the tenant and the Lessee.

4. **To pay other costs**

   4.1. The Council and the Lessee will each bear their own costs in relation to the negotiation of this Lease.

5. **Not to sign over this Lease**

   5.1. The Lessee must not assign or transfer the Property or any part of it, unless it first obtains the consent in writing of the Council.

   5.2. The Lessee must not assign or transfer the Property or any part of it, unless:
* the proposed assignee or transferee does not change the Use of the Property as defined in Item 7 of the Schedule;

* the proposed assignee or transferee is able to meet the financial obligations under this Lease; and

* the Lessee has complied with the Council’s procedural requirements for obtaining the Council’s consent.

5.3. The Lessee must not use this Lease or the Property as security for a loan or otherwise deal with the Property, unless it first obtains the consent in writing of the Council.

6. **To use the Property as intended**

The Lessee must not allow other persons to use the Property for:

* any purpose or activity except for that stated in Item 7 of the Schedule, unless it first obtains the consent in writing of the Council;

7. **To maintain**

7.1. The Lessee must on behalf of the Council and using the Council’s Funds keep and maintain the Property in good repair and condition and free from hazards. For example, *(refer attachment A)* the Lessee must:-

* keep the Property clean, tidy and free from rubbish;

* maintain all of the property in good condition so as to prevent any hazard to any person or any deterioration in the condition of the Property;

* repair any damage to the Property caused by either the Lessee, or its visitors;

* look after and keep well watered, pruned and mowed (as the case may be) any trees, grass, shrubs, flowers or other plants on the Property;

* keep all toilet fittings, sinks, drains, pipes and other plumbing clean, in good repair and free from blockages;

* ensure that no part of the Property becomes insanitary;

* keep the Property free from all vermin and pests;

* paint any buildings and other improvements on the Property to the Council's satisfaction, whenever the Council reasonably requires it subject to the availability of funding.

7.2. The Lessee does not have to do any structural works except for:

* works on any building or structure erected by the Lessee under Clause 11;
works needed as a result of a negligent or wrongful act (or failure to act) by the Lessee or its visitors; or

works needed as a result of any other breach of this Lease by the Lessee.

7.3. However, the Lessee does not have to do anything if the cost of doing it is able to be recovered under claim against insurance which either the Lessee or Council has taken out under this Lease.

8. **To notify Council of accidents and hazards**

The Lessee must give to the Council prompt notice in writing of:

- any accident;
- anything that needs to be repaired by the Council; or
- anything which could present a hazard, or which could harm the Property or any person.

9. **To permit Council to inspect**

9.1. The Lessee must permit the Council (or its workers) to enter the Property and to inspect it on an annual basis.

9.2. The Council must give the Lessee reasonable notice before exercising its rights under Clause 9.1 (except in an emergency) and must, as far as possible, exercise those rights during business hours 9am to 5pm unless otherwise agreed.

10. **To do work required by the Council**

10.1. If the Council (or its workers), on inspection under Clause 9 finds that any maintenance or repair work is needed on the Property then:

* If the work needed is the responsibility of the Lessee under this Lease, then the Council may serve on the Lessee a notice, stating the things which the Lessee must do and the time within which they must be done;

* If the work needed is not the responsibility of the Lessee (or in an emergency) then the Council may (but is not obliged to) do the work itself. The Council must, as far as possible, exercise those rights during business hours 9am to 5pm unless otherwise agreed.

10.2. The Lessee must comply with the notice to the satisfaction of the Council within the time stated in the notice. If it fails to do so, then the Council (or its workers) may itself do any of the things required by the notice.

11. **Not to erect or alter buildings without consent**

11.1. Unless it first obtains the consent in writing of the Council, the Lessee must not do any of the following things on the Property:
11.2. If the Council consents to any works under Clause 11.1 then the works must be done at the cost of the Lessee and strictly in accordance with plans and specifications approved by the Council.

12. Not to erect signs without consent

Unless it first obtains the consent in writing of the Council, the Lessee must not display on the Property any sign that is visible from outside the Property.

13. Not to do anything offensive or dangerous

13.1. The Lessee must manage its residential tenants under a Residential Tenancy Agreement and address:

* anything that is noisy, offensive or dangerous; or
* anything that causes (or which the Council reasonably thinks might cause) annoyance, nuisance, or damage to any occupier or owner of nearby land; or
* anything that is an offence against any Act or law; or
* anything that may cause any insurance policy to become void or to be subject to an increased premium.

13.2. Unless it first obtains the consent in writing of the Council, the Lessee must not bring anything onto the Property which is dangerous, harmful, poisonous, explosive or flammable unless it is of a kind and in a quantity reasonably necessary for the permitted use of the Property.

14. To comply with laws

14.1. The Lessee must comply with all Government rules which (now or in the future) affect the Property or the Lessee's use of the Property.

("Government Rules" include Acts of Parliament, regulations, by-laws, codes of practice and so on.)
14.2. The Lessee must comply with any requirement to do with the Property, or with the Lessee’s use of the Property, imposed by the Council or any other Government agency pursuant to the relevant statutory powers of the Council or of such agency.

15. **To comply with health and safety laws**

Without limiting the generality of Clause 14, the Lessee must especially comply with all requirements under laws to do with work health and safety, public health, fire safety, and safety generally.

(Laws such as, for example, the Work Health, and Safety Act, the Public and Environmental Health Act, the Local Government Act, the Food Act, the Fire and Emergency Services Act, the Environment Protection Act and the Regulations and Codes of Practice under them.)

16. **No smoking**

Council Policy is not to permit any person to smoke within premises.

The Lessee will administer this policy under a Residential tenancy Agreement.

17. **Pets**

Council Policy is not to permit any person to keep pets within premises at the Aerodrome Road properties. Keeping pets at other properties subject to this lease is by negotiation with the Lessee.

The Lessee will administer this policy under a Residential Tenancy Agreement.

**PART THREE - THE COUNCIL’S OBLIGATIONS**

18. **Quiet enjoyment**

The Council agrees that, if the Lessee:

- pays the rent in accordance with this Lease; and
- complies with all its obligations under this Lease;

then the Lessee may quietly enjoy the Property.

**PART FOUR - LIABILITY AND INSURANCE**

19. **Lessee indemnifies Council**

19.1. The Lessee indemnifies the Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable arising wholly or partly in connection with this Lease, including in connection with any of the following:
the misuse or negligent use by the Lessee or its visitors of any services or facilities at the Property (for example water, gas, electricity);

the overflow or leakage of water caused (wholly or partly) by any act (or failure to act) of the Lessee or its visitors;

the Lessee’s (or its visitors’) use or occupation of the Property; or

any other act (or failure to act) of the Lessee or its visitors;

except to the extent caused or contributed to by the Council’s (or its workers’) negligence or default.

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

20. **Limits on Council’s liability**

20.1. The Lessee’s tenants will occupy and use the Property at the risk of the Lessee.

20.2. The Lessee releases the Council from any costs or loss arising from any accident, damage or injury occurring on the Property, except where such costs or loss result from any willful or negligent act (or failure to act) of the Council (or its workers).

20.3. The Council is not responsible for any loss of or damage to any fixtures, fittings or personal property of the Lessee’s tenants.

20.4. The Council is not responsible for any costs or loss suffered by the Lessee’s tenants arising from any malfunction of or interruption to:

* water, gas or electricity services;
* air conditioning equipment;
* fire equipment;
* any other plant, machinery or services;
* the blockage of any gutters, pipes or drains.

21. **Insurances the Lessee must obtain**

21.1. The Lessee must:

* have a public risk insurance policy relating to the Property for the amount stated in Item 8 of the Schedule or such greater amount as the Council may from time to time require;

* take out tenant building and fixtures damage insurance;

and
21.2. The Lessee must not do anything which may:

* prejudice any insurance of the Property; or
* increase the premium for that insurance.

22. **Property insurance**

22.1. The Council must insure the Property (not including the Lessee’s fixtures and fittings) against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage and such other risks as the Council thinks fit for full reinstatement value.

23. **Insurance claims**

23.1. The Lessee must tell the Council by written notice, giving full details, whenever there is a possible claim under any insurance mentioned in this Lease.

23.2. If there is a claim under any insurance policy taken out by the Council, then -

* the Council alone may deal with the insurer regarding the claim;
* the Council may settle the claim as it thinks fit, and the Lessee will be bound by the settlement; and
* the Lessee must pay to the Council any excess which the Council has to pay under the policy, as soon as the Council demands payment of the excess.

23.3. If the Lessee does anything which increases the premium of any insurance that the Council has taken out in connection with the Property, then if demanded by the Council, the Lessee must pay the amount of that increase to the Council.

**PART FIVE - WHAT IF SOMETHING GOES WRONG?**

24. **What if the Property is damaged?**

24.1. If the Property becomes wholly or partly unfit for use because it is destroyed or damaged for any reason, the following clauses will apply.

* If the Council (in its absolute discretion) decides not to rebuild or reinstate the Property, then it may end this Lease at any time by notice in writing to the Lessee.
* If the Council elects not to end this Lease, then it must ensure that the Property is made fit for use by the Lessee with all reasonable speed.

* Until the Council either ends the Lease or makes the Property fully fit for use, the Lessee only has to pay a fair proportion of the rent and other costs payable under this Lease, depending on the extent to which it can use the Property. The Council will decide what is a fair proportion in each case, but the Council must not act unreasonably.

25. **What if the Lessee breaches this Lease?**

25.1. This clause applies if the Lessee -

* is behind in rent by twenty-eight (28) days or more;

* is behind by twenty eight (28) days or more in payment of any other moneys due under this Lease;

* fails to meet any of its other obligations under this Lease;

* is wound up or ceases to be incorporated under the Corporations Act or it ceases to be registered under the National Regulatory System;

* fails to perform its functions as stated in **Item 2** of the Schedule.

25.2. The Council may serve on the Lessee a notice stating-

* the nature of the breach;

* what the Lessee must do to remedy the breach (and within what time, provided that the time specified in the notice must be at least 28 days or such longer period as may be agreed); and

* whether the Lessee must pay any money compensation and, if so, how much.

25.3. If the Lessee fails to comply with the notice within the time stated in it, then the Council may end this Lease and re-possess the Property.

25.4. Anything done by the Council under this clause does not affect its right to take legal action against the Lessee for any breach of this Lease.

26. **What if the Property is taken away from the Council?**

If the Council finds out that the Government (Federal or State) or a Government authority intends to compulsorily acquire or take over control of the Property, then the Council may end this Lease at any time by giving three (3) months notice in writing to the Lessee or such period of notice to correspond with an insitu tenants period of occupancy under a current Residential Tenancy Agreement.
27. **Dispute resolution**

27.1. If a dispute arises between the Council and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights and obligations of the parties under this Lease, then:

(a) the dispute will be referred to the parties’ representatives with a view to the representatives making a recommendation to the parties for the purposes of resolving the dispute; and

(b) if the dispute cannot be resolved by the representatives within fourteen (14) days (or a shorter time if the circumstances require), then the dispute may be referred to an independent mediator mutually agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia.

27.2. Failing resolution of the dispute by any of the means set out in Clause 27.1, the parties may have the dispute determined according to law (including, if appropriate, by reference to a court).

**PART SIX – WHAT HAPPENS WHEN THE LEASE ENDS?**

28. **Lessee must give up the Property**

28.1. At the end of this Lease, the Lessee must leave the Property cleaned, repaired and in good condition, so as to comply with the Lessee's obligations under this Lease.

28.2. The Lessee may remove from the Property the Lessee's fixtures and fittings, but the Lessee must immediately repair any damage caused in removing them.

28.3. The Council may (in spite of anything else in this Lease to the contrary) serve a notice in writing on the Lessee at any time (either during this Lease or at the end of it) requiring the Lessee to remove from the Property any of the Lessee's fixtures and fittings.

28.4. The Lessee must comply with the notice within twenty-eight (28) days of receiving it and must at its own cost repair any damage caused to the Property.

28.5. If the Lessee fails to comply with the notice, the Council (or its workers) may do any of the things required by the notice. The Lessee must immediately pay to the Council the costs incurred by the Council in doing so.

29. **Rights preserved**

29.1. When this Lease ends (other than when terminated by the Council for breach by the Lessee), the rights and obligations of the Council and the
Lessee under this Lease will come to an end, but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

29.2. Using a right (and especially the right of re-entry) given in this Lease does not affect or limit any other right.

30. **Extension of this Lease**

30.1. At the end of the lease period stated in Item 4 of the Schedule, the Lessee may ask the Council to lease the Property to it for a further period of 2 years where negotiations to continue occupancy under the terms of a new lease are to be agreed six (6) months prior to the lease expiry and with the approval of full Council.

30.2. A request under Clause 30.1 can only be made if:

* at the time the Lessee gives that notice, the Lessee is not in breach of this Lease; and

* provided that, during the lease period stated in Item 4 of the Schedule, the Lessee has not committed any repeated or ongoing breaches of this Lease.

31. **Holding over**

31.1. If, with the consent of the Council, the Lessee stays in occupation of the Property after the end of this Lease (or any extension of this Lease) then this Lease will continue as a monthly tenancy.

31.2. The Lessee must then:

* pay monthly rent equal to one twelfth of the annual rent payable at that time; and

* comply with all of its other obligations under this Lease.

31.3. Either party may end the monthly tenancy by giving written notice to the other party.

31.4. The notice may be given at any time during the month. The monthly tenancy will then expire one month from the date on which the notice is given.

**PART SEVEN - OTHER RIGHTS AND OBLIGATIONS**

32. **Council may do works on the Property**

32.1. The Council (or its workers) may, at any time (after giving the Lessee reasonable notice), enter the Property and carry out any improvements, additions, alterations or any other work.
32.2. The Council must cause as little disturbance as is possible to the Lessee in carrying out work under Clause 32.1.

33. **Lessee may sublet the Property**

33.1. Subject to this Clause 33, the Lessee may sublet the Property to other persons or bodies in accordance with the Working Agreement.

33.2. The Lessee must make sure that any subletting agreement it enters into:
   * does not breach Clause 5 or Clause 6; and

32.3 The Lessee must not sublet the Property:
   * for any purpose that does not fall within the scope of the permitted use of the Property as described in Item 7 of the Schedule.

34. **No Warranty**

The Lessee acknowledges that the Council has not given any warranty as to:

- the condition of the Property; or
- the Property's structural or other suitability for the use referred to in Item 7 of the Schedule (or for any other use).

35. **Whole Agreement**

This Lease contains the whole of the agreement between the parties. Anything that either party may have said, written or done before the Lease was signed, (or during the term of the Lease) does not change or add to any of the rights and obligations of the parties as contained in this Lease.

36. **Notices**

36.1. All notices under this Lease must be in writing.

36.2. Any notice served by the Council on the Lessee may either:-
   * be left at the Property and addressed to the Lessee; or
   * be posted to the Lessee at the Property or at the last known address of the Lessee.

36.3. Any notice served by the Lessee on the Council must be delivered or posted to the Council's offices.

36.4. If a notice is given by post, then it will be taken to be served two clear business days after posting.

37. **No waiver**

If a party to this Lease breaches the Lease, and later that party:

- repeats or continues the breach; or
breaches this Lease in another way;

then the other party's rights under the Lease are not affected by its action (or lack of action) on the initial breach.

38. **Void or unenforceable terms**

38.1. Clauses in this Lease must be read down so that they are not void or unenforceable.

38.2. If they cannot be read down, then they must be severed (that is, treated as if cut out).

38.3. Anything in this Lease which plainly cannot apply to the Property must also be severed.

38.4. The rest of this Lease is not affected if any clauses are read down or severed.

39. **Consents and approvals**

If any consent or approval is needed from any planning authority or other Government agency for anything the Lessee intends to do on the Property, then it is the responsibility of the Lessee to obtain that consent or approval.

40. **Special conditions**

40.1. The Special Conditions (if any) stated in **Item 11** of the Schedule are incorporated into this Lease.

40.2. If there is any inconsistency between the Special Conditions and anything else in this Lease, then the Special Conditions will prevail.

41. **Redevelopment, asset rationalisation and demolition**

If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Property or for any other reason the Council wishes to demolish or acquire vacant possession of the Property or any part of the Property (“Redevelopment”), then the Council may:

41.1. **Terminate this Lease**

   Terminate this Lease subject to the following provisions:

   * the Council must provide the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practicable time after this Lease is to be terminated;

   * at any time after providing the Lessee with those details, the Council may give the Lessee a written notice of termination of this Lease (“Termination Notice”) specifying the date on which this Lease is to come to an end being a date not less than six months after the Termination Notice is given. Unless terminated earlier by the Lessee under the following provision, this Lease comes to an end at midnight on the day specified in the Termination Notice;
at any time after receiving a Termination Notice, the Lessee may terminate this Lease by giving not less than seven days' written notice to the Council.

41.2. Terminate this Lease and relocate the Lessee

Require the Lessee, upon reasonable notice, to vacate the Property permanently and to occupy an alternative site owned by the Council subject to the following conditions:

* the Council must provide the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practicable time after this Lease is to be terminated;

* the Council may at any time after providing the Lessee with those details, give the Lessee a written notice of termination of this Lease ("Relocation Notice") specifying the date on which the Lessee must relocate being a date not less than six months after the Relocation Notice is given;

* the Lessee must relocate to the alternative site on the date stipulated in the Relocation Notice and must give to the Council all assistance and cooperation necessary to give effect to this clause and to the relocation including the execution of any documents or instruments which the Council reasonably requires;

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

* the Council may determine (in its discretion) to assist the Lessee with any reasonable costs incurred in relocating; and

* the Lessee’s occupation of the alternative site is on the same terms as this Lease (changed as necessary).

* the Council will ensure the Property is handed back to the Lessee in a condition consistent with that in which the Lessee gave up possession of the Property.

42. Goods and services tax

In this Clause an expression defined in the A New Tax System (Goods and Service Tax) Act 1999 (Cth) has the meaning given to it in that Act.

If a party makes a supply under or in connection with this Lease in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.

A party need not make a payment for a taxable supply under or in connection with this Lease until it receives a tax invoice for the supply.
SIGNED as an agreement on the 2016 day of  

THE COMMON SEAL of ADELAIDE PLAINS COUNCIL was affixed in the presence of:

...................................................................... Mayor
...................................................................... (print name)

.............................................................. Chief Executive Officer
.............................................................. (print name)

THE COMMON SEAL of JUNCTION AND WOMEN’S HOUSING LTD was affixed in the presence of

.............................................................. Authorised Office Bearer
.............................................................. (print name)

.............................................................. Authorised Office Bearer
.............................................................. (print name)
# THE SCHEDULE

<table>
<thead>
<tr>
<th>Item 1</th>
<th>The Lessee Name: Junction and Women’s Housing Ltd.</th>
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<tbody>
<tr>
<td></td>
<td>Address: 253 Gouger Street ADELAIDE SA 5000</td>
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<tr>
<td></td>
<td>Greenhill Rd PARKSIDE SA 5063</td>
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</tbody>
</table>

| Item 2 | Function of Lessee: As a Community Housing Provider. |

<table>
<thead>
<tr>
<th>Item 3</th>
<th>Schedule of Property</th>
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<tbody>
<tr>
<td></td>
<td>CT: 5948/79 Allotment 10 Deposited Plan 68201</td>
</tr>
<tr>
<td></td>
<td>- 1-7/12 Aerodrome Road, Mallala SA 5502</td>
</tr>
<tr>
<td></td>
<td>CT 5948/85 Lot 17 Community Plan 23079</td>
</tr>
<tr>
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<td>- 2/7 Chivell Street, Mallala, SA 5502</td>
</tr>
</tbody>
</table>

| Item 4 | The Lease Period: Eighteen (18) months years commencing on the commencement date set out in Item 5 of the Schedule and expiring 31 December 2017 |

| Item 5 | The Commencement Date: 1 July 2016 |

| Item 6 | Annual Rent: One Dollar ($1) in each year (upon request) |

| Item 7 | Use of Property: Independent Aged Housing. To provide low cost rental accommodation for independent aged people with a connection to the Adelaide Plains Council |

| Item 8 | Public Risk Insurance: Twenty Million Dollars ($20,000,000) |

| Item 9 | Insurance: Building insurances to be taken out by Council |
|        | Tenant damages insurances to be taken out by Lessee |

| Item 10 | Period of Extension of Lease: Option to renew for two (2) further years, expiring on 31 December 2019 in accordance with Clause 30. |
Item 11
Special Conditions:

(1) The Lessee shall remain registered and operate under the National Regulatory System.

(2) The Lessee must provide the Council with the following reports:

   a. Annually
      i. Annual report
      ii. Audited financial statements
      iii. Copy of certificate of currency for all insurances required as per clause 21.1
   b. Quarterly or on request
      i. Financial income/expenditure report
   c. Triennially
      i. Asset condition inspection report following inspection

(3) The Lessee shall hold any Council’s Funds generated prior to the commencement of this Lease in an identified account for the Adelaide Plains Council. The Council’s Funds accumulated at the end of each financial year are to be used for the purpose of facility upgrade and/or capital renewal as per Attachment A.

   a. The Council delegates the lessee the authority to expend up to $1,000 from the Council’s Funds on items for which the Council has responsibility under Attachment A.
   b. Emergency repairs greater than $1,000 may be carried out at the discretion of the Lessee and the Council shall be informed as soon as practicable afterwards.

(4) Working Agreement

   a. Contemporaneously with the execution of this Lease the parties have executed the Working Agreement.
   b. The terms of the Working Agreement are incorporated into this Lease.
   c. Any breach by either party of the Working Agreement is deemed to be a breach by that party of this Lease.
   d. If the Working Agreement is terminated or ends for any reason then this Lease automatically determines at the same time and neither party has any claim or recourse against the other party under this Lease except in respect of any antecedent breach of this Lease.
   e. This Lease cannot be assigned or transferred without an assignment or transfer of the Working Agreement.
ATTACHMENT A
Maintenance Schedule

This schedule outlines the particular responsibilities of Council and The Lessee in respect to maintenance of Council buildings and is to be read in conjunction with Clause 7 of the Lease.

1. EXTERNAL FABRIC

<table>
<thead>
<tr>
<th>Lessee (using Lessor’s funds)</th>
<th>Council</th>
</tr>
</thead>
</table>
| **Asbestos (Internal & External)** | • Lessee to report to Council any damage or deterioration of asbestos fabric recorded within asbestos register. | • update of Asbestos register as required  
• management of asbestos fabric the responsibility of Council |
| **Gutters, stormwater System** | • Clean and repair gutters/stormwater drains – keep free of debris to prevent blockages | • Replace as required |
| **Windows** | • Replace glazing (if damaged by community groups visitors) | • Repair/replace window frames |
| **Roof** | • Nil responsibility | • Replace roof covering  
• Repair roof leaks |
| **Doors/locking mechanisms** | • Minor adjustments to make openable | • Repair/replace door frames |
| **Walls** | • Remove graffiti  
• Wash/clean periodically  
• Repaint as necessary | • Maintain structural stability- replace/repair  
• Foundation subsidence or movement and any resulting damage to the Premises  
• Salt damp course deterioration & replacement  
• Retaining wall maintenance. |
| **Paint finishes** | • Touch up where damaged  
• Repaint as required | • Nil responsibility |
| **Paving** | • Minor repairs to paving | • Install/repair/replace external perimeter paving of building.  
• Driveway maintenance & repair. |
<p>| <strong>Veranda</strong> | • Remove graffiti | • Installation/replacement of |</p>
<table>
<thead>
<tr>
<th>Landscaping</th>
<th>Concrete flooring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wash/clean periodically</td>
<td>Repair/replace posts &amp; roof</td>
</tr>
<tr>
<td>Repaint as necessary</td>
<td></td>
</tr>
<tr>
<td>Fully maintain and keep</td>
<td></td>
</tr>
<tr>
<td>clean and clear of weeds &amp;</td>
<td></td>
</tr>
<tr>
<td>debris.</td>
<td></td>
</tr>
<tr>
<td>Nil responsibility</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
</tr>
<tr>
<td>Maintain, repair, replace</td>
<td></td>
</tr>
<tr>
<td>fencing</td>
<td></td>
</tr>
<tr>
<td>Remove graffiti</td>
<td></td>
</tr>
<tr>
<td>New fencing</td>
<td></td>
</tr>
<tr>
<td>Rain water tanks</td>
<td></td>
</tr>
<tr>
<td>Maintain and repair</td>
<td></td>
</tr>
<tr>
<td>Install and replace</td>
<td></td>
</tr>
</tbody>
</table>
### INTERNAL SERVICES

<table>
<thead>
<tr>
<th>Lessee</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drainage, piping</td>
<td>• To keep free from blockages – unblock drains</td>
</tr>
<tr>
<td>Hot Water Service</td>
<td>• Total responsibility</td>
</tr>
<tr>
<td>Water/waste services – associated fittings</td>
<td>• Clean fittings eg: taps, toilets &amp; sinks • Repair/replace eg: tap ware, sinks, drains &amp; toilets</td>
</tr>
<tr>
<td>Electrical services – switchboards, distribution boards, power/lighting circuits</td>
<td>• Nil responsibility</td>
</tr>
<tr>
<td>Lighting fixtures</td>
<td>• Replace fuses • Replace ‘fluoro’ ballasts</td>
</tr>
<tr>
<td>Smoke detectors</td>
<td>• Regular tests &amp; maintenance</td>
</tr>
<tr>
<td>Stoves, rangehoods</td>
<td>• Repairs</td>
</tr>
<tr>
<td>Air conditioning</td>
<td>• Assessment and repairs</td>
</tr>
</tbody>
</table>

### 2. INTERNAL FABRIC/FINISHES

<table>
<thead>
<tr>
<th>Lessee</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpets</td>
<td>• Total responsibility</td>
</tr>
<tr>
<td>Vinyl/concrete/tiles other floors</td>
<td>• Total responsibility</td>
</tr>
<tr>
<td>Internal walls</td>
<td>• Nil responsibility</td>
</tr>
<tr>
<td>Ceilings</td>
<td>• Repaint as required</td>
</tr>
<tr>
<td>Built in joinery (Council installed)</td>
<td>• Minor repairs to doors, locks etc.</td>
</tr>
</tbody>
</table>
Attachment 2
to report 17.7 - Junction & Women’s Housing Ltd – Lease and Working
dated 16 January 2017

DRAFT – Working Agreement
Working Agreement

Between:

Junction and Women’s Housing Ltd

and

Adelaide Plains Council
Working Agreement (Agreement)

Between

Junction and Women’s Housing Ltd,
253 168 Gouger-Greenhill StreetRoad
ADELAIDE PARKSIDE SA 5005063

and

Adelaide Plains Council
2a Wasleys Road
MALLALA SA 5502

1. **Background**

   This Agreement relates to the interface between housing management provided by Junction and Women’s Housing Ltd, and the Adelaide Plains Council for rental properties as identified in Schedule A which may be updated from time to time.

   The parties agree to collaboratively work together to ensure the provision of high quality tenancy management for independent persons aged over 55 years.

2. **The Parties**

   Junction and Women’s Housing Ltd

   Junction and Women’s Housing Ltd is a leading ‘not-for-profit’ social housing provider that increases access to appropriate and affordable housing by providing affordable housing options for households with very low, low or moderate incomes. Junction and Women’s Housing is registered as a Tier 1 Provider under the National Regulatory System.

   This agreement relates to the provision of property and tenancy management for the properties listed in Schedule A.

   Adelaide Plains Council

   Adelaide Plains Council owns 7 single bedroom units located 1-7, 12 Aerodrome road, Mallala (Dunstan Court) and one two bedroom courtyard unit located at 2/7 Chivell street, Mallala known as ‘the properties’ and has engaged Junction and Women’s Housing Ltd to manage these units.

3. **Purpose**

   The purpose of this Agreement is to:
   - Provide a framework within which the parties will work;
   - Provide a clear understanding of the roles of each party to this Agreement.
This Agreement reflects the commitment of the parties to provide safe, sustainable tenancies for independent persons aged over 55 years.

4. Principles
The parties agree that the relationship will be guided by the following principles:

- Mutual respect;
- Cooperation;
- Open communication;
- Information sharing within the confines of obligations to confidentiality;
- Ethical Practices;
- Continuous improvement in service excellence and innovation;
- A shared community focus;
- Putting our customers at the centre of all that we do.

In addition to the above principles, the parties agree to work within the following principles in relation to working with Tenants:

- **Respect** – Tenants will be treated with respect.
- **Safety** – Tenants will live in a safe environment,
- **Diversity and Equity** - The diversity of the tenants is acknowledged and valued.

5. Roles, Responsibilities and Obligations
The parties have a common objective of maintaining tenancies to be successful and sustainable. We recognise that open and timely communication at all levels is critical to the success of the housing service and to sustainable tenancies.

**Mutual obligations**
In the operation of this agreement the parties agree to:

- Work together to facilitate the expedient, cost effective and efficient service of tenancy provision;
- Share relevant tenant information subject to the confidentiality obligations of each party;
- Ensure that all interaction between the parties is consistent with the intent of this Agreement;
- Participate in activities which support an effective working relationship between the parties;
- Use mutual best endeavours to facilitate or improve outcomes for tenants
- Support a collaborative approach with housing sector service providers locally, regionally and state wide to underpin good social care practice.

**Junction and Women’s Housing Ltd**
**Junction and Women’s Housing Ltd will be responsible for:**

- Tenant selection in accordance with entry criteria
- Tenancy Management including leases, property inspections, rent collection, debt management, and complaints;
- Property Management including payment of rates and taxes;
- Maintenance associated with the property (refer to Lease Agreement – Attachment A)
- minimise vacancy time, maximise availability of housing for tenants and to minimise financial loss;
- Advising the Adelaide Plains Council about significant risks or matters relating to community interest;
- Custodianship of all monies in relation to the operation of the properties in accordance with accounting standards and practices;
- Maintaining separate financial records in relation to all the properties matters and reporting these to Council as per Lease Schedule, Item 11;
- Seeking approval from Council prior to expenditure on items included in the Lease, Attachment A which are Council responsibilities.

Junction and Women’s Housing Ltd will be responsible for maintaining its annual accreditation as an approved Tier 1 provider of Community Housing Services in accordance with the requirements of the National Regulatory System for Community Housing (NRSCH).

Junction and Women’s Housing Ltd will notify Adelaide Plains Council in writing within 7 calendar days of any changes to its registration or regulatory status (link to NRSCH Tier 1 providers). Junction and Women’s Housing Ltd will comply with the WHS Act 2012.

Other
Although not Parties to this agreement, the following is provided for clarity.

Tenants will be responsible for:
- Meeting the conditions of their lease agreement including payment of rent and water/electricity bills (where applicable);
- Looking after the property to the standard required and making reparations for tenant damage;
- Refraining from any activity that would disrupt the peace, privacy and comfort of neighbours;
- Maintaining their own individual gardens (not joint/shared garden areas);
- Their personal contents insurance.

6. Rent Setting
6.1. Existing tenants will maintain the current terms and conditions applicable to their existing lease until termination of the tenancy.
6.2. Junction and Women’s Housing Ltd will be responsible for setting the rent applicable to new tenancies commenced subsequent to this agreement.
   6.2.1. New tenants will be subject to Junction and Women’s Housing Ltd Rent Setting Practice and rent will be calculated using the model of:
      6.2.1.1. 25% of all income is assessed as rent payable
      6.2.1.2. All water usage bills have 30% deducted (payable by lessee on behalf of lessor) and the remainder of the account is payable by the tenant (distributed evenly between tenants on a shared site).
      6.2.1.3. Electricity usage pertinent to shared hot water systems on shared sites is payable by the tenant (distributed evenly between tenants on a shared site).

7. Management fees
7.1. Management fees are set annually at the commencement of the financial year with the current fee being $45 per week per property.
7. Fees will be increased annually, commencing on the 1st July 2016 by CPI (All Groups Consumer Price Index for Adelaide for the June Quarter published by the Australian Bureau of Statistics) or 3%, whichever is higher.

7.3. Fees are deducted direct from the properties rent revenue by Junction and Women’s Housing Ltd and reflected in financial statements and reporting.

8. **Term of Agreement**

8.1. **Initial Term**

8.1.1. The term of this Agreement will be for a period of 18 months from 1 July 2016 and subject to the parties performing their obligations under this agreement.

8.2. **Annual review**

8.2.1. This agreement shall be reviewed at expiration of the first term.

8.2.2. The agreement may be reviewed at an earlier or later date by mutual agreement of the parties.

8.3. **Term of Agreement- Termination**

8.3.1. This Agreement will continue in force until and unless otherwise terminated by mutual agreement of the parties.

8.3.2. If the provision of housing services is transferred to another housing provider, this Agreement shall be terminated effective from the date of transfer.

8.3.3. Either party may terminate this Agreement for convenience upon giving the other party 3 months’ notice in writing.

8.3.4. Any termination of this Agreement shall also trigger a termination of the Lease as at the date of termination of the Agreement.

9. **Transfer of Agreement**

9.1. The Agreement for the Management of the properties cannot be transferred by Junction and Women’s Housing Ltd to another provider without the prior written approval of the Adelaide Plains Council.

10. **Communication and Duty of Care**

10.1. **General**

10.1.1. Junction and Women’s Housing Ltd and the Adelaide Plains Council will each keep the other abreast of organisational changes so that issues can be escalated to appropriate senior staff and managers as required.

10.1.2. Junction and Women’s Housing Ltd and the Adelaide Plains Council will each be attentive to all communication to facilitate and promote the relationship. Each will respond to telephone calls and emails in a timely manner noting that if a matter is urgent the standard practice is to phone first and follow up with an email.

10.1.3. Junction and Women’s Housing Ltd will advise the Adelaide Plains Council of any action against a tenant – e.g. Form 2 and Form 7 being issued.

10.1.4. Adelaide Plains Council will ensure that Junction and Women’s Housing Ltd is advised if it is made aware of any tenant damage as soon as practicable after the Adelaide Plains Council becomes aware of such instances and vice versa.

10.1.5. Junction and Women’s Housing Ltd and the Adelaide Plains Council will provide all relevant tenant information to each other in a timely fashion, subject to relevant privacy obligations.

10.2. **Duty of Care**
Junction and Women’s Housing Ltd and the Adelaide Plains Council recognise their duty of care to one another, and will advise each other of any matters that might increase risk to staff or contractors, or require closer management of work health and safety obligations.

Future Meetings:
Adelaide Plains Council and Junction and Women’s Housing Ltd will meet on an as needs basis but on a minimum 6 monthly basis to review all operational and strategic matters.

11. Confidentiality
Junction and Women’s Housing Ltd and the Adelaide Plains Council agree to work in the confines of confidentiality in relation to the release and sharing of client information between the Parties. Both parties therefore agree to share confidential information where it pertains to the tenant for the following reasons:
- To support sustainable tenancies;
- To meet work health and safety obligations, including in relation to staff of the Parties, other support services, and contractors.

Junction and Women’s Housing Ltd acknowledges that the Adelaide Plains Council is bound by the requirements of the Freedom of Information Act 1991 and may be required to release information upon application unless exemptions apply.

This confidentiality clause survives the termination of the Agreement, unless and until the terms and conditions of any subsequent agreement between the parties supersedes this clause.

12. Good Faith and Best Endeavours
The parties agree to use mutual best endeavours to achieve good tenant outcomes in a socially and economically responsible manner. The parties agree to deal with each other in good faith and:
12.1. Genuinely attempt to find a mutually acceptable solution to any dispute;
12.2. Take account of the other party’s interests without being obligated to put those interests before its own.

The parties involved in this Agreement agree to approach grievances in the spirit of goodwill knowing that there are common goals and aims.

13. Complaints
13.1. Junction and Women’s Housing Ltd will take responsibility for responding to and managing complaints about a tenant (e.g. by neighbours) as they pertain to their Tenancy Agreement.
13.2. Junction and Women’s Housing Ltd will ensure both the complainant’s and tenant’s views are heard and responded to within appropriate legislative requirements and complaint handling practices.
13.3. Junction and Women’s Housing Ltd may take action through the South Australian Civil and Administrative Tribunal if the matter constitutes a breach of the tenancy agreement.

14. Breach and Termination
14.1. In the event that either party commits any breach or default in the performance of any of the obligations of this Agreement and fails to rectify such breach within a reasonable time of being requested in writing to do so, the other party may terminate this Agreement by notice in writing.

Representatives:
Junction and Women's Housing Ltd: Authorised Officer Bearer
Adelaide Plains Council: Chief Executive Officer

Signed as an agreement:

Junction and Women's Housing Ltd

_________________________  
Name of Authorised Office Bearer (print)  

Adelaide Plains Council

_________________________  
Name of Chief Executive Officer (print)  

### Schedule A

#### Properties

<table>
<thead>
<tr>
<th>Property Address:</th>
</tr>
</thead>
</table>
| Units 1-7, 12 Aerodrome Road, Mallala SA 5502  
CT: 5948/79 Allotment 10 Deposited Plan 68201  
and  
Unit 2/7 Chivell Street, Mallala SA 5502  
CT 5948/85 Lot 17 Community Plan 23079 |

#### Tenant Entry Criteria:
- Selection of tenants:
  - Entry Criteria for all units is:-
    a) Minimum age for entry will be 55, with preference given to those over 65;
    b) Applicants must be able to live independently;
    c) Preference will be given to residents currently residing within the District Council of Mallala boundaries or with a demonstrated connection to the District;
    d) Residents will not be excluded on the basis of assets or income;
- Entry Criteria for all units (as per Junction and Women’s Housing Ltd requirements) is subject to:-
  a) Proof of identification;
  b) Proof of income and assets;

#### Method of Communication
Communication with the Adelaide Plains Council for the purpose of maintenance and repairs shall be through info@apcs.sa.gov.au where staff shall process through the Customer Request Management System.
Items:


**Council Recommendation**

“that under the provisions of Section 90(2) and (3)(d) of the Local Government Act 1999, an order be made with the exception of the Chief Executive Officer, General Managers and Minute Secretary, all other persons present and the public be excluded from attendance at the meeting in order to consider in confidence a briefing titled:


(d) commercial information of a confidential nature (not being a trade secret) the disclosure of which –

(i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on third party; and

(ii) would, on balance, be contrary to the public interest;

That accordingly, on this basis, the principle that meetings of Adelaide Plains Council should be conducted in a place open to the public has been outweighed by the need to keep discussion confidential”.

**Council Recommendation**

“that, in accordance with Section 91(7) and Section 91(9) of the Local Government Act 1999 and on the grounds that Item:-


for Council meeting held on 16 January 2017, was received, discussed and considered in confidence pursuant to Section 90 (3)(d) of the Local Government Act 1999, this meeting of the Council, does order that:

(a) the agenda item, annexures and any other associated information submitted to this meeting and the minutes of this meeting in relation to the matter, remain confidential and not available for public inspection until award recipients have been notified by administration of Council”.