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I hereby give notice that an Economic and Environment Committee Meeting will be held on:

Date: Monday, 2 March 2020
Time: 5.30 p.m.
Location: Council Chamber
Civic Centre
10 Watson Terrace
Mount Gambier

AGENDA

Economic and Environment Committee Meeting 2 March 2020

A handwritten signature in black ink, appearing to read 'A Meddle'.

Andrew Meddle
Chief Executive Officer
27 February 2020

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1 ACKNOWLEDGEMENT OF COUNTRY

WE ACKNOWLEDGE THE BOANDIK PEOPLES AS THE TRADITIONAL CUSTODIANS OF THE LAND WHERE WE MEET TODAY. WE RESPECT THEIR SPIRITUAL RELATIONSHIP WITH THE LAND AND RECOGNISE THE DEEP FEELINGS OF ATTACHMENT OUR INDIGENOUS PEOPLES HAVE WITH THIS LAND.

2 APOLOGY(IES)

Nil

3 CONFIRMATION OF MINUTES

[Economic and Environment Committee Meeting - 13 January 2020](#)

RECOMMENDATION

That the minutes of the Economic and Environment Committee meeting held on 13 January 2020 be confirmed as an accurate record of the proceedings of the meeting.

4 QUESTIONS WITHOUT NOTICE



5 DEPUTATIONS

5.1 DEPUTATION - LIMESTONE COAST PROSTATE CANCER SUPPORT GROUP – REPORT NO. AR20/12751

Meeting: Economic and Environment Committee
CM9 Reference: AF19/412
Author: Christian Greco, Councillor
Authoriser:

REPORT RECOMMENDATION

1. That Economic and Environment Committee Report No. AR20/12751 titled 'Deputation - Limestone Coast Prostate Cancer Support Group' as presented on 02 March 2020 be noted.



BACKGROUND

Letter attached for Elected Members noting.

ATTACHMENTS

1. Background information regarding Limestone Coast Prostate Cancer Support Group [↓](#)





Limestone Coast Prostate Cancer Support Group
(Mount Gambier)

PO Box 33 Mount Gambier 5290
Tuesday 25th February 2020

Mr Christian Greco,
Mount Gambier City Council
Mount Gambier.

Dear Sir

Two members of the LCPCSG Richard Harry and Tony Duddy attended a meeting facilitated by Mr Troy Bell at the Mount Gambier Hospital on 16/09/2019. Also at the meeting was Travis Fatchen, Ngarie Buchanan CEO Mount Gambier Hospital Paul Bullen Mount Gambier Hospital, Pam Schubert Naracoorte Hospital and Maureen Klintberg HAC Mount Gambier hospital.

Points from the meeting:

- . All parties agreed that a transperineal biopsy machine was needed in the South East.
- . Envisaged the machine could be used at Mount Gambier, Naracoorte and Millicent hospitals where there were visiting urologists.
- . Paul Bullen advised cost of machine \$180K
- . Paul Bullen advised Male Bag Foundation could put \$60K towards machine.
- . Richard Harry advised LCPCSG could put forward about \$60K mid 2020
- . HAC would fundraise to assist with extra funds.
- . Patient would not have to travel to Adelaide, less chance of infection, less time off work, less cost to patient/ family, more support for patient with a possible cancer, does not have to stay extra day in Adelaide after procedure, less demand on PATS.
- . The use of this machine is considered best practice – available in Adelaide, should be available to regional and rural men.

More men are being diagnosed with prostate cancer than women with breast cancer.

pcfa.org.au

Dedicated to reducing the impact of prostate cancer on Australian men, their partners, families and the wider community.

(2)

Since that meeting last year the LCPCSG successfully applied to the Bendigo Bank for a grant and received \$10,000 towards this machine.

On the 4/02/2020 HAC and Paul Bullen were advised that LCPCSG could supply \$65K as of that date and not the latter half of the year.

The LCPCSG is actively trying to gain further funds for this machine as is HAC.

Any funds obtained can be channeled through either entity. The LCPCSG is not a registered charity, nor do we have an ABN number.

Mount Gambier City Council may prefer to supply a promissory note until an invoice for the machine has been raised. (Expected second half 2020)

Mount Gambier City Council is encouraged to request that a Prostate Cancer Foundation of Australia (PCFA) ambassador speak with their employees on prostate health.

David Parkin the patron of Male Bag Foundation did a media release some weeks ago re the Postie Bike Ride to be held in mid October this year for raising funds for this machine.

The above is a brief summary of what has occurred over the last few months.

Could our City Council please assist financially for the amount of \$10,000 in obtaining this equipment for use in our area? Locals helping locals.

Further information can be supplied by Richard Harry mob. 0427 978 898 or email richardharry@bigpond.com or (HAC) Maureen Klintberg mob. 0438 010 780 or email maureenklintberg@gmail.com

Would it be possible to do a deputation after the March "Economic and Environment Committee" committee meeting.

Yours truly,

Richard Harry

Chair Limestone Coast Prostate Cancer Support Group



6 REPORTS

6.1 PUBLIC OPEN SPACE SERVICE LEVELS – REPORT NO. AR20/10721

Committee:	Economic and Environment Committee
Meeting Date:	2 March 2020
Report No.:	AR20/10721
CM9 Reference:	AF19/412
Author:	Nick Serle, General Manager City Infrastructure
Authoriser:	Andrew Meddle, Chief Executive Officer
Summary:	This report discusses the current service levels for the City of Mount Gambier public open space
Community Plan Reference:	Goal 2: Our Location Goal 4: Our Climate, Natural Resources, Arts, Culture and Heritage

REPORT RECOMMENDATION

1. That Economic and Environment Committee Report No. AR20/10721 titled 'Public open space service levels' as presented on 02 March 2020 be noted.
2. That a report on the 2020/2021 peak weed season be brought back to Council in March 2021, updating Council on the impact of the proposed improvements.



BACKGROUND

The following question without notice was asked at the December Council meeting:

“Can we please completely readdress this issue from planning to implementing of weed control, and can a report be compiled to be brought through the Economic and Environment Committee by the next Economic and Environment meeting please?”

Following discussion, it was agreed to present this matter to the March Economic and Environment Committee rather than the January one due to the Christmas shutdown.

DISCUSSION

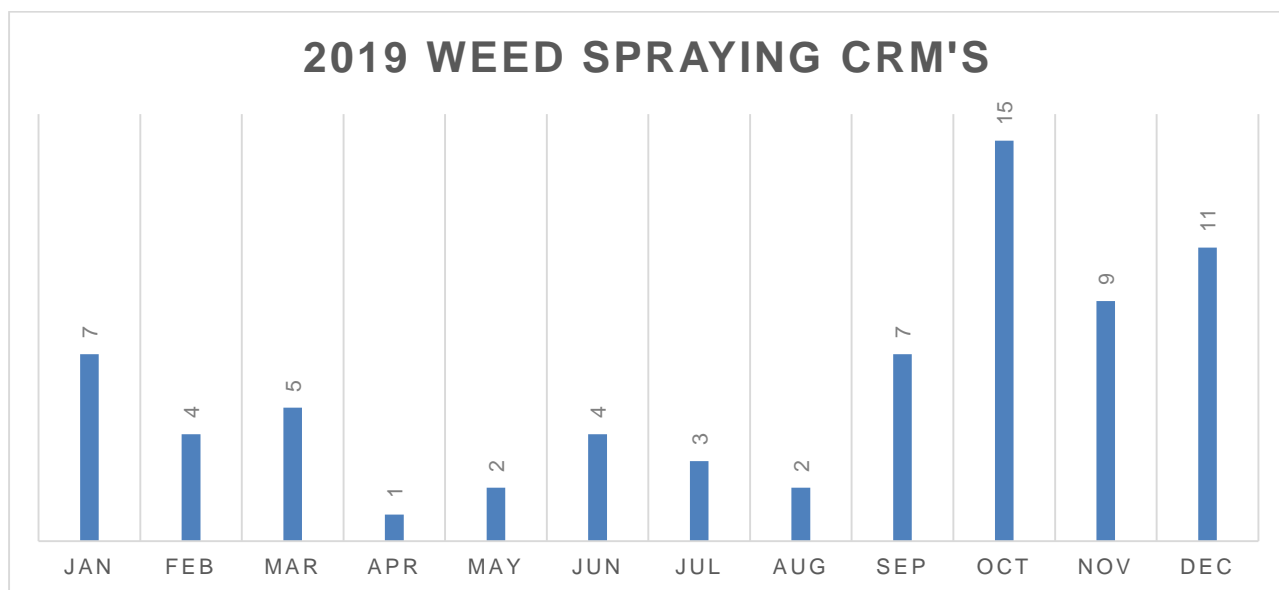
An Elected Member briefing was held on 29 January 2020 to discuss the service levels for the City of Mount Gambier public open space. At the briefing the following was discussed:

1. Public open space key statistics, including:
 - Eighteen full time employees in the Parks and Gardens team;
 - \$3.2M annual operating costs; and
 - 8,750 street trees (excluding trees in reserves) are maintained.
2. Current Service Levels:
 - Service levels for community land is documented in Community Land Management Plans;
 - Service levels for the crater lakes area is documented in the Crater Lakes Management Plan;
 - Urban roads (defined as adjacent to residential houses typically with a formed kerb and footpaths) are mowed on a 3 to 6 weekly rotation and sprayed with herbicide as required;
 - Rural roads (defined as adjacent to open space typically farming / forestry land and have not yet been subject to housing development) are slashed as required, generally being 4 to 5 times per year; and
 - Work is restricted during fire ban days.
3. Customer feedback:
 - Complaints recorded in the customer request management system (CRM) have remained consistent over the 2017 – 2019 period despite:
 - A significant increase in the workload driven by increased area to maintain (+7% over last five years) and a net increase of 300 street trees per year;
 - An increased focus on logging complaints in the CRM system;
 - Typically Council receives approximately 60 requests for cutting grass on reserves and 80 requests to deal with weeds each year; and
 - A number of the requests relate to privately owned land and not public open space maintained by Council.

At the briefing it was suggested that the customer feedback be analysed to ascertain if there is a certain time of the year or certain areas of the City that are subject to greater feedback. The CRM data has been analysed with the following results:

- In the 2019 calendar year there are approximately twice as many requests for weed spraying in Spring and Summer (September to January inclusive) months than in other months of the year.





The data does not show a particular area of the City that regularly has requests for weed spraying. However, the following locations (see Table 1) received two or more separate requests throughout the 2019 calendar year (where a request for the same or similar location was received on the same day it has been treated in the analysis as the same location being reported by two customers).

Table 1 – Repeat Reports by Street	
STREET LOCATION	REPEAT REPORTS
Avon Street	3
Hutley Terrace	2
Kennedy Avenue	2
Lake Terrace East	2
Parkway Drive	2
Powell Street	2
Ronald Grove	2
Tenison Drive	2
Tollner Road	2
Victoria Terrace	2
Wireless Road	2
Woodlands Drive	2

Significant upgrade work including using woodchip to mulch steep embankments on Kennedy Avenue has been undertaken and is expected to reduce the requests for this area going forward.

REPLANNING THE SERVICE

The question seeks that the service be completely replanned. However, discussion at the recent workshop indicated that was not required. It was acknowledged that the Council’s current approach is not perfect and that further work would be undertaken to improve this. As a result, the following are being investigated ready for initiation in the 2020/21 municipal year:



- Encouraging the community and Elected Members to lodge requests with the Council Customer Experience Team so that they can be recorded in the CRM system;
- Continue to analyse the CRM data to ensure improvement effort is focussed on the appropriate areas;
- Utilising contract resources during the peak periods from September to January;
- Continuing to trial new technology and equipment to prevent and control weed growth; and
- Continuing to treat new areas created by housing development, road upgrades or other causes with mulch or other treatments to prevent and control weed growth.
-
- Continuing to trial new technology and equipment to prevent and control weed growth
- Continuing to treat new areas created by housing development, road upgrades or other causes with mulch or other treatments to prevent and control weed growth

CONCLUSION

Improvements focussed on reducing the number of customer requests should be targeted at the areas of the City identified in the discussion section of this report.

Ongoing improvement is required and effort will be focussed on the following areas in the 2020/21 municipal year:

- Encouraging the community and Elected Members to lodge requests with the Council Customer Experience Team so that they can be recorded in the CRM system;
- Continue to analyse the CRM data to ensure improvement effort is focussed on the appropriate areas;
- Utilising contract resources during the peak periods from September to January;
- Continuing to trial new technology and equipment to prevent and control weed growth; and
- Continuing to treat new areas created by housing development, road upgrades or other causes with mulch or other treatments to prevent and control weed growth.

A further report will be scheduled for March 2021 to identify the changes recorded as a result of these proposed improvements.

ATTACHMENTS

Nil



6.2 COUNCIL ASSESSMENT PANEL FEES AND RECRUITMENT UPDATE – REPORT NO. AR20/10875

Committee: Economic and Environment Committee
Meeting Date: 2 March 2020
Report No.: AR20/10875
CM9 Reference: AF19/412
Author: Andrew Meddle, Chief Executive Officer
Authoriser: Andrew Meddle, Chief Executive Officer
Summary: A report to provide information previously requested on Council Assessment Panel fees and to provide an update as the recruitment of missing members.
Community Plan Reference: Goal 1: Our People
Goal 2: Our Location
Goal 3: Our Diverse Economy
Goal 4: Our Climate, Natural Resources, Arts, Culture and Heritage

REPORT RECOMMENDATION

1. That Economic and Environment Committee Report No. AR20/10875 titled 'Council Assessment Panel Fees and Recruitment Update' as presented on 02 March 2020 be noted.



BACKGROUND

At the Council meeting on 21st January 2020, it was resolved for item 15.6 that:

“3(d) That a report be prepared for Council comparing City of Mount Gambier Council Assessment Panel allowances to other like Councils and the report be presented to Council at a future meeting.”

Table 1 provided by the LGA, together with Table 2 prepared by the Council provides this information.

The Council Assessment Panel currently comprises an independent presiding member, two independent members and Cr Jenner. This will change with the introduction of the Planning and Design Code.

DISCUSSION

There is significant variation in fees between councils and this information does not take account of the number of times that a Panel meets, the complexity and value of the items they consider or the impact of their geography.

In terms of recruitment, the vacant position on the Council Assessment Panel was subject to an LGA recruitment, which closed on 20th January 2020. There were no applicants. The recruitment is being re-run with the recently increased remuneration.

The Council’s CAP recruitment is important as, on the introduction of the Planning and Design Code, accredited professionals will be required to fill the independent roles. On that date, the exemption for former elected members will be terminated. This will leave Council with three members of its CAP, but only one of the two independent members is currently an accredited professional. This will mean that the CAP will be unable to function unless accredited professionals can be recruited.

This makes Council’s consideration of the Joint Planning Board Agreement more interesting as it may provide the only realistic opportunity of continuing to have local determination of applications. More information is provided with that item.

COUNCIL ASSESSMENT PANEL PAYMENTS PER MEETING 2020 (LGA FIGURES)

Table 1 – Council Assessment Panel Payments Per Meeting 2020 (LGA figures)				
	Presiding Member	Independent Member	Council Member	Comments
City of Walkerville	\$500.00	\$350.00		Meet twice a month
Yorke Peninsula Council	\$500.00 (Previously \$150.00 plus \$100.00 maximum travel allowance)	\$350.00 (Previously \$100.00 plus \$100.00 maximum travel allowance)		No travel allowance. Recently raised due to accreditation scheme.
City of Burnside	\$600.00	\$400.00	\$250.00	Will not pay for accreditation
Port Pirie Regional Council	\$500.00	\$300.00		Will be reviewing payments shortly



Table 1 – Council Assessment Panel Payments Per Meeting 2020 (LGA figures)				
	Presiding Member	Independent Member	Council Member	Comments
City of Adelaide	\$650.00	\$550.00		Recently increased sitting fees by \$50.00 to assist with accreditation
City of Norwood Payneham & St Peters	\$550.00	\$450.00		Recently increased sitting fees by \$50.00 to assist with accreditation. Will review again when costs for accreditation are known.
City of Gawler	\$425.00	\$325.00		Will review following implementation of P & D Code.
City of Prospect	\$550.00	\$475.00		Increased recently to assist with accreditation
Goyder Council	\$600.00	\$350.00	\$350.00	Plus travel allowance. Do not pay for accreditation
District Council of Loxton Waikerie. (Part of Riverland Assessment Panel)	\$750.00	\$450.00	\$350.00	All out of pocket expense reimbursed (travel, training & accreditation) to a maximum of \$1000.00
City of Onkaparinga	\$550.00	\$350.00	\$350.00	\$75/hr for any training. Do not pay or contribute towards accreditation fees.



Table 2 – Council Assessment Panel Fees (CoMG staff)			
	Presiding Member	Independent Member	Travel
District Council of Grant	\$250	\$200	\$0.66 per km
City of Port Lincoln	\$200	\$120	Nil
City of Whyalla	\$350	\$300	Nil
City of Victor Harbor	\$450	\$350	Nil
Rural City of Murray Bridge	\$500	\$300	Nil

CONCLUSION

This item delivers on the action required from the January Council meeting and is for the noting of Council.

ATTACHMENTS

Nil



6.3 JOINT PLANNING BOARD FOR THE LIMESTONE COAST REGION – REPORT NO. AR20/10881

Committee:	Economic and Environment Committee
Meeting Date:	2 March 2020
Report No.:	AR20/10881
CM9 Reference:	AF19/412
Author:	Andrew Meddle, Chief Executive Officer
Authoriser:	Andrew Meddle, Chief Executive Officer
Summary:	A report providing information on the Joint Planning Board and seeking endorsement of the draft agreement.
Community Plan Reference:	Goal 1: Our People Goal 2: Our Location Goal 3: Our Diverse Economy Goal 4: Our Climate, Natural Resources, Arts, Culture and Heritage

REPORT RECOMMENDATION

1. That Economic and Environment Committee Report No. AR20/10881 titled 'Joint Planning Board for the Limestone Coast Region' as presented on 02 March 2020 be noted.
2. That Council endorses the draft Joint Planning Board Agreement (at attachment 1) and agrees that the Mayor and Chief Executive Officer execute the agreement on behalf of the City of Mount Gambier.
3. That the Mayor be the City of Mount Gambier representative on the Joint Planning Board, with the Deputy Mayor appointed as a proxy.



BACKGROUND

There is an opportunity to form a Joint Planning Board (JPB) that incorporates the seven councils comprising the Limestone Coast Local Government Association (LCLGA). This will allow the region to control its own land use planning processes rather than have a plan imposed on the region from Adelaide. This was considered and endorsed in principle by the LCLGA Board in 2019.

When considered at the June 2019 LCLGA Board meeting it was agreed to develop a draft Joint Planning Board Agreement which would include the flexibility to include other functions at a later date such as Assessment Panels. In the first instance the JPB would be focus on developing a regional plan and not include Assessment Panels.

A workshop was held with the LCLGA's Lawyers and Council CEO's to work through the draft agreement to include the feedback from the LCLGA Board. There were several changes and a new Draft Agreement has been developed and circulated to CEO's for further feedback.

Until recently, the LCLGA have been unable to proceed with a JPB as the issue of insurance from Mutual Liability Scheme was a stumbling block in the process. Following a gazettal on the 6 February, 2020 this matter appears to be resolved. The LGA SA have assessed the gazettal and believe it provides the necessary safeguards for member councils.

DISCUSSION

The *Planning, Development and Infrastructure Act 2016* (the Act) provides councils with a mechanism to deliver local government functions and potentially, with agreement by the relevant Minister, state government functions on a regional basis. Previous studies have suggested that the key drivers for collaboration have been:

- Improved ability to respond to regional strategic planning issues, promote economic development and achieve a regional strategic direction and infrastructure;
- Stronger advocacy capacity, improved relationships with other levels of government and greater ability to leverage funds;
- Better planning and consistency of approach across the region in relation to decision making and strategic direction;
- Cost savings, efficiencies in service delivery, economies of scale, reduced duplication of effort and resources;
- Increased organisational capacity;
- Better risk management; and
- Meeting skill shortages and a means for attracting locally based resources in regional areas.

Once there is sign off on the new agreement from the LCLGA members, they will then seek approval to proceed with seeking Ministerial approval to form a Joint Planning Board.

Under the Charter of the Limestone Coast LGA, Board Members are chosen by the constituent councils from the elected membership of those councils (see clause 3.1 of the Charter). The relevant papers indicate that the Board will be comprised of the Mayors from the seven members.

In terms of the functions of the Joint Planning Board, there have been discussions around the level and range of service provided. As requested by member councils, provisions are included Clause C of the Background and Clause 2.1 of the agreement, regarding the carrying out of the optional additional functions being the appointment of a regional assessment panel and assessment manager and the preparation of amendments of designated instruments other than the regional plan (i.e. the Planning and Design Code).

Whilst the City of Mount Gambier has maintained its position regarding a regional assessment panel, there is a desire from the majority of councils to provide a regional service, which is likely to comprise



two or more regional assessment panels. This provision requires further work and is not intended to be delivered from day one.

The City of Mount Gambier needs to carefully consider its position with regards to regional assessment panels in view of the difficulty in maintaining an effective Council Assessment Panel, due to a lack of interest in the region to serve on such a Panel. The Council has attempted to recruit to its CAP on two occasions, has now raised the fees paid and is undertaking recruitment again.

The challenge in many regions for CAP recruitment and retention is that those operating as planners in a private capacity often chose not to serve on a CAP because of their work which cause conflicts of interest. This then tends to shorten the list of those likely to be available to local government planners or retired planners. The Council's current policy does not pay Council Planners who serve on the CAP. The level of continuing professional development and the fees for professional accreditation are likely to push retired planners away from continuing to serve CAPs.

The Accredited Professionals Scheme comes into full effect when the Planning and Design Code comes into effect. As a stage 3 council, this is currently predicted to be September 2020. At this time only one of the current independent members will be able to continue in his role. Cr Jenner, as the Council's nominated representative, is unaffected by this change.

At this stage, the impact of the implementation of the Planning and Design Code will be to hamper decisions being made locally, as the City of Mount Gambier CAP cannot function with two members. As such, the impact and solutions are likely to be:

- Pay for accredited professionals from other regions (most likely Greater Adelaide) to attend meetings at a significant cost;
- Refer all matters to the State Commission Assessment Panel, which is likely to lead to sanctions against the Council;
- Enable Council Planners (from other Councils) to be remunerated, but given the shortage in the region this may not deliver the requisite number; or
- Form Regional Assessment Panels serving different parts of the Limestone Coast.

At this stage, Schedule 1 of the Agreement still requires the inclusion of details regarding the funding model. Discussions have been had with regards to a *pro rata* fee, as per the current membership model and, if in future regional development assessment functions are undertaken, a fee for service approach.

CONCLUSION

The proposed agreement paves the way for the Council to be part of a Joint Planning Board and for the ability to work on a regional plan for the benefit of the region. It also builds future regional capacity and capability, which will be necessary to address the challenges of the implementation of the Planning, Design and Infrastructure Act 2016.

ATTACHMENTS

1. Draft Agreement [↓](#)



LIMESTONE COAST JOINT PLANNING BOARD

PLANNING AGREEMENT

Under Section 35 of the
Planning Development and Infrastructure Act 2016

Draft

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DATE

[Insert date of agreement]

PARTIES

Minister for Planning of Level 11, 45 Pirie Street, Adelaide, South Australia, 5000

District Council of Grant of 324 Commercial Street West, Mount Gambier, South Australia, 5290

Kingston District Council of 29 Holland Street, Kingston SE, South Australia, 5275

City of Mount Gambier of 10 Watson Terrace, Mount Gambier, South Australia, 5290

Naracoorte Lucindale Council of Degaris Place, Naracoorte, South Australia, 5271

The District Council of Robe of Royal Circus, Robe, South Australia, 5276

The District Council of Tatiara of 43 Woolshed Street, Bordertown, South Australia, 5268

Wattle Range Council of George Street, Millicent, South Australia, 5280

BACKGROUND

- A. The administration of the PDI Act is committed to the Minister.
- B. District Council of Grant, Kingston District Council, City of Mount Gambier, Naracoorte Lucindale Council, The District Council of Robe, The District Council of Tatiara and Wattle Range Council are constituted under the LG Act for the government and management of their Council Areas at the local level.
- C. The Parties have determined to enter into an agreement under Section 35 of the PDI Act for the purposes of:
- (a) providing for the constitution of a joint planning board to carry out the functions and powers assigned to the Board under this Agreement within the Area; and
 - (b) enabling the preparation (and thereafter amendment, if necessary) of a Regional Plan for the Area by the Board;
 - (c) subject to this Agreement, enabling the Board to initiate proposals to amend other Designated Instruments;
 - (d) subject to this Agreement, facilitating the appointment of an assessment panel by the Board under Sections 82 and 83 of the PDI Act; and
 - (e) subject to this Agreement, facilitating the appointment of an Assessment Manager by the Board under Section 87 of the PDI Act.

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-
- D. It is the intention of the Parties that the Board is a local government body, and it is neither an agency nor instrumentality of the Crown.

AGREED TERMS

1. INTRODUCTION

1.1 Minister to Establish Board

1.1.1 The Board is a joint planning board established under Section 36 of the PDI Act by the Minister in accordance with the terms of this Agreement.

1.1.2 Upon commencement of this Agreement, the Minister must, by notice published in the Gazette, establish the Board in accordance with the terms of this Agreement.

1.2 Name

The name of the joint planning board is Limestone Coast Joint Planning Board.

1.3 Corporate Status

The Board is a body corporate and is governed by the PDI Act and this Agreement.

1.4 National Competition Policy

If the Board is at any time involved in a significant business activity as defined in the Clause 7 Statement prepared under the Competition Principles Agreement of the National Competition Policy, it will implement the principles of competitive neutrality by way of annual review of its business operations in the market place and application of the relevant principle(s) where that is appropriate to do so, unless the benefits to be realised through the application of the principles of competitive neutrality outweigh the costs associated with implementation as provided for in Part 4 of the *Government Business Enterprises (Competition) Act 1996*.

1.5 Outcomes

This Agreement is intended to achieve the following outcomes:

- 1.5.1 the establishment of the Board;
- 1.5.2 the preparation (and thereafter amendment, if necessary) of a Regional Plan by the Board;
- 1.5.3 enabling the Board to initiate amend other Designated Instruments;
- 1.5.4 the appointment of an Assessment Panel by the Board;
- 1.5.5 the appointment of an Assessment Manager by the Board.

1.6 Regional Objectives and Targets

- 1.6.1 The Councils may, from time to time, determine:



-
- 1.6.1.1 objectives;
 - 1.6.1.2 priorities; and/or
 - 1.6.1.3 targets for the Area.
 - 1.6.2 The Board must:
 - 1.6.2.1 to the extent directed by the Councils, take steps to achieve the objectives, priorities and targets determined by the Councils; and
 - 1.6.2.2 report to the Councils in writing annually on the commencement of this Agreement as to its progress in achieving the objectives, priorities and targets determined by the Councils.

2. FUNCTIONS, POWERS AND DUTIES OF THE BOARD

The functions, powers and duties of the Board are to be exercised in the performance and furtherance of the purposes and outcomes of this Agreement and the objectives, priorities and targets set by the Councils.

2.1 Functions

- 2.1.1 The functions of the Board, in addition to those assigned to it under the PDI Act or any other Act are, subject to Clause 2.1.2:
 - 2.1.1.1 to be responsible for the preparation (and thereafter amendment, if necessary) of a Regional Plan;
 - 2.1.1.2 to initiate proposals amend other Designated Instruments under Section 73(2) of the PDI Act;
 - 2.1.1.3 to appoint an Assessment Panel under Sections 82 and 83 of the PDI Act;
 - 2.1.1.4 to appoint an Assessment Manager under Section 87 of the PDI Act; and
 - 2.1.1.5 to work with, receive advice from and provide advice to the Commission as and when required related to the performance and furtherance of the purposes and outcomes of this Agreement and/or the objectives, priorities and targets set by the Councils.
- 2.1.2 The Board must obtain the consent of each of the Councils before proceeding to:
 - 2.1.2.1 appoint the Board's first Assessment Panel under Sections 82 and 83 of the PDI Act;
 - 2.1.2.2 appoint the Board's first Assessment Manager under Section 87 of the PDI Act; or

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- 2.1.2.3 initiate the Board's first proposal to amend a Designated Instrument under Section 73(2) of the PDI Act,

however nothing in this Clause requires the Board to obtain the consent of the Councils for the appointment of a particular person as a member of an Assessment Panel or as Assessment Manager, or to initiate a particular proposal to amend a Designated Instrument.

2.2 Powers

In addition to those available to it under the PDI Act or any other Act, the Board has the following powers:

- 2.2.1 to establish and maintain a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Board or meeting any deferred liability of the Board;
- 2.2.2 to establish and maintain a cash reserve development fund or funds clearly identified for future initiatives supported by the Strategic Plan;
- 2.2.3 subject to Clause 10.1 to enter into any kind of contract or arrangement;
- 2.2.4 to borrow funds and incur expenditure in accordance with Clause 10.1;
- 2.2.5 to publish information relating to its operations and/or on behalf of the Parties;
- 2.2.6 subject to Clause 10.1 to employ, engage, determine conditions of employment/engagement, remunerate, remove, suspend or dismiss/terminate the Executive Officer of the Board;
- 2.2.7 subject to Clause 10.1 to employ, engage or retain professional advisers to the Board;
- 2.2.8 subject to the PDI Act and any other Act, to set and charge fees for the use of facilities and services of the Board;
- 2.2.9 subject to Clause 10.1 to institute, initiate and carry on legal proceedings;
- 2.2.10 to adopt and use a trading name provided that the Board must first register the trading name with the Australian Securities and Investments Commission in accordance with the *Business Names Registration Act 2011*;
- 2.2.11 subject to Clause 10.1 to agree to undertake a project in conjunction with any council or government agency or authority and, in so doing, to participate in the formation of a trust, partnership or joint venture with any council or government agency or authority to give effect to the project;
- 2.2.12 to open and operate bank accounts;
- 2.2.13 to make submissions for and accept grants, subsidies and contributions to further the purposes and outcomes of this Agreement and/or the objectives, priorities and targets set by the Councils;



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- 2.2.14 to invest any funds of the Board in any investment provided that:
 - 2.2.14.1 in exercising this power of investment the Board must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
 - 2.2.14.2 the Board must avoid investments that are speculative or hazardous in nature;
 - 2.2.14.3 the Board must not make an investment with a body other than the Local Government Finance Authority of South Australia without the prior agreement of the Councils;
 - 2.2.15 to compromise, compound, abandon or settle a debt/claim owed to the Board;
 - 2.2.16 to make any election for tax;
 - 2.2.17 with the prior approval of the Councils, other than as set out in Clause 2.2.11, to participate in a trust, including by becoming and exercising the powers of a trustee, not inconsistent with this Agreement or the purposes and outcomes of this Agreement and/or the objectives, priorities and targets set by the Councils;
 - 2.2.18 the power to do anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers, functions or duties or the attainment of the purposes and outcomes of this Agreement and/or the objectives, priorities and targets set by the Councils;
 - 2.2.19 subject to Clause 10.1, to lease, licence, hire or rent any real property or interests therein;
 - 2.2.20 with the prior approval of the Councils, to purchase, sell or otherwise acquire, dispose of or encumber any real property or interests therein other than by lease or licence.

2.3 Duties

The Board has the following duties:

- 2.3.1 to exercise the functions and powers of the Board only in the performance and furtherance of the purposes and outcomes of this Agreement and the objectives, priorities and targets set by the Councils;
- 2.3.2 notwithstanding any other clause or provision in this Agreement, not to act outside the Area unless the prior approval of the Councils that such action is necessary or expedient to the performance of the Parties or the Board's functions has been obtained;
- 2.3.3 to comply with this Agreement, the PDI Act, all other applicable law and any lawful joint direction of the Councils.



2.4 Other Powers, Functions and Duties

The Board may exercise such other local government functions, powers and duties as are:

- 2.4.1 delegated to the Board under the PDI Act or any other Act from time to time;
- 2.4.2 agreed by a least 75% of the Councils from time to time.

2.5 Principles to be Observed by Members of the Board

The Members of the Board must seek to achieve the following in the performance of the Board's functions:

- 2.5.1 providing professional input and policy direction to the Board;
- 2.5.2 ensuring strong accountability and stewardship of the Board;
- 2.5.3 monitoring, overseeing and measuring the performance of the Executive Officer of the Board;
- 2.5.4 ensuring that ethical behaviour and integrity is established and maintained by the Board in all activities undertaken by the Board;
- 2.5.5 subject to Clause 4.8.4, ensuring, where appropriate, that the business of the Board is undertaken in an open and transparent manner;
- 2.5.6 ensuring the Board develops and adopts such policies and procedures as give effect to good governance and administrative practices;
- 2.5.7 exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
- 2.5.8 avoiding investments that are speculative or hazardous in nature.

3. DELEGATIONS

3.1 General Matters

- 3.1.1 The Board must cause a separate record to be kept of all delegations made to the Board or made by the Board under the PDI Act or any other Act.
- 3.1.2 A person is entitled to inspect (without charge) the record of delegations referred to in this clause at the Principal Office of the Board during ordinary office hours.
- 3.1.3 A person is entitled, on payment of a fee fixed by the Board, to an extract from the record of delegations held.
- 3.1.4 The Executive Officer must cause a record of delegations referred to in this clause to be published on a website determined by the Executive Officer.



4. CONSTITUTION OF BOARD

4.1 Membership of the Board

The Board is constituted in accordance with Schedule 2.

4.2 Vacancy in Office of Member

4.2.1 The office of a Member will become vacant:

4.2.1.1 if the Member dies; or

4.2.1.2 if the Member completes a term of office and is not reappointed;
or

4.2.1.3 if the Member resigns by written notice addressed to the Parties
and served on any of them; or

4.2.1.4 if the Member becomes bankrupt or applies for the benefit of a
law for the relief of insolvent debtors; or

4.2.1.5 if the Member is removed from office by the Council that
appointed the Member; or

4.2.1.6 if the Party who appointed the Member ceases to be a Party to
this Agreement.

4.2.2 The office of a Member who is an elected member of a Council will become
vacant if the Member ceases to be a member of the Council that appointed
the Member.

4.2.3 The Board may, by resolution supported by at least two thirds of the
Members currently in office (excluding the Member subject to this clause
and ignoring any fraction), make a recommendation as to the termination of
the appointment of a Member appointed pursuant to Schedule 2, in the
event of any behaviour of a Member which in the opinion of the Board
amounts to:

4.2.3.1 impropriety;

4.2.3.2 serious neglect of duty in attending to the responsibilities as a
Member;

4.2.3.3 breach of fiduciary duty to the Board;

4.2.3.4 breach of any of the legislative obligations and duties of a
Member;

4.2.3.5 breach of the conflict of interest provisions of this Agreement;

4.2.3.6 breach of the duty of confidentiality to the Board; or

4.2.3.7 any other behaviour which may discredit the Board or the Parties.



4.2.4 In the event the office of a Member becomes vacant, then a person must be appointed to fill the vacancy in accordance with Schedule 2 and the person so appointed shall hold office for the balance of the original term or such other term as determined by the Council appointing the Member.

4.2.5 A person is not required to be appointed to fill a vacancy under Clause 4.2.4 if the balance of the original term is less than six months unless there is already a vacancy in the office of a Member that has not been filled at the time of the subsequent vacancy.

4.3 Reimbursement of Expenses

4.3.1 All Members will receive from the Board reimbursement of expenses properly incurred in performing or discharging official functions and duties as determined by the Board and set out in a policy adopted by the Board for the purposes of this clause.

4.3.2 The expenses reimbursed to Members will, at least once in every two years, be reviewed by the Councils.

4.4 Insurance

The Board must take out a suitable policy of insurance insuring Members and Deputy Members against risks associated with the performance or discharge of their official functions and duties or on official business of the Board.

4.5 Propriety of Members of the Board

4.5.1 A Member of the Board must at all times act honestly in the performance and discharge of official functions and duties.

4.5.2 A Member or former Member of the Board must not, whether within or outside the State, make improper use of information acquired by virtue of his or her position as a Member to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the Board or a Party.

4.5.3 A Member of the Board must not, whether within or outside the State, make improper use of his or her position as a board member to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the Board or a Party.

4.5.4 The Board may, with the approval of the Councils, adopt additional conduct standards to apply to Members of the Board in addition to the provisions of any code of conduct adopted by the Minister and a Member must comply with any additional conduct standards adopted by the Board.

4.5.5 If the Minister has not adopted a code of conduct to be observed by members of a joint planning board, the Board must adopt a Code of Conduct approved by the Councils to be observed by Members.

4.5.6 Any Code of Conduct adopted by the Board must, at a minimum, include provisions relating to:

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- 4.5.6.1 conflict of interest;
 - 4.5.6.2 behaviour of Members;
 - 4.5.6.3 use of information;
 - 4.5.6.4 relationships with third parties;
 - 4.5.6.5 public comment.
- 4.5.7 A Party may give directions in relation to an actual or potential conflict of duty between offices held concurrently, or in relation to some other incompatibility between offices held concurrently and, if the person concerned complies with those directions, he or she is excused from any breach that would otherwise have occurred.

4.6 Board Members' Duty of Care

- 4.6.1 A Member must at all times act with reasonable care and diligence in the performance and discharge of official functions and duties, and (without limiting the effect of the foregoing) for that purpose:
- 4.6.1.1 must take reasonable steps to inform himself or herself about the Board, its operations and activities; and
 - 4.6.1.2 must take reasonable steps through the processes of the Board to obtain sufficient information and advice about matters to be decided by the Board to enable him or her to make conscientious and informed decisions; and
 - 4.6.1.3 must exercise an active discretion with respect to all matters to be decided by the Board.
- 4.6.2 A Member is not bound to give continuous attention to the affairs of the Board but is required to exercise reasonable diligence in attendance at and preparation for meetings of the Board.
- 4.6.3 In determining the degree of care and diligence required to be exercised by a Member, regard must be had to the skills, knowledge or acumen possessed by the Member and the degree of risk involved in a particular circumstance.
- 4.6.4 If an elected member or employee of a Council is appointed as a Member, he or she is not taken to have vacated his or her office as a Member of the Council, or of staff of the Council, or to have been invalidly appointed to the Board because:
- 4.6.4.1 the potential exists for the duties of the two offices to conflict; or
 - 4.6.4.2 the duties of either office require, by implication, the person's full time attention.

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- 4.6.5 A Member does not commit a breach of duty under this clause by acting in accordance with a joint direction from the Councils in accordance with Clause 21.3.3 and 21.3.4.

4.7 Chairperson of the Board

- 4.7.1 The Board must have a Chairperson in accordance with Schedule 3.
- 4.7.2 The Board must have a Deputy Chairperson in accordance with Schedule 3.

4.8 Proceedings of the Board

- 4.8.1 The prescribed number of Members of the Board constitutes a quorum of the Board and no business can be transacted at a meeting of the Board unless a quorum is present.

The **prescribed number** of Members of the Board is a number ascertained by dividing the total number of Members of the Board for the time being in office by 2, ignoring any fraction resulting from the division, and adding 1.

- 4.8.2 Subject to Clause 4.8.8, ordinary meetings of the Board will be held at such times and places as determined by the Board except that there must be at least one ordinary meeting of the Board every two months.
- 4.8.3 Chapter 6 Part 3 of the LG Act extends to the Board as if the Board were a Council and the Members of the Board were members of a Council.
- 4.8.4 Subject to Chapter 6 Part 3 of the LG Act, meetings of the Board will be open to the public unless the Board resolves otherwise.
- 4.8.5 The Chairperson must preside at all meetings of the Board and, in the event the Chairperson is absent from a meeting, the Deputy Chairperson shall preside and, in the event of both the Chairperson and Deputy Chairperson being absent from a meeting, the Board must appoint one of the Members present to preside at that meeting only.
- 4.8.6 A decision carried by a majority of votes cast by Members at a meeting is a decision of the Board.
- 4.8.7 Each Member present at a meeting of the Board is entitled to one vote on any matter arising for decision and, if the votes are equal, the Board Member presiding at the meeting is entitled to a second or casting vote.
- 4.8.8 A telephone or video conference between Members will, for the purposes of this clause, be taken to be a meeting of the Board at which the participating Board Members are present if:
- 4.8.8.1 notice of the conference is given to all Members in the manner determined by the Board for that purpose; and
- 4.8.8.2 each participating Member is capable of communicating with every other participating Member during the conference;



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- 4.8.8.3 the number of participating Members constitutes a quorum of the Board.
- 4.8.9 A proposed resolution of the Board becomes a valid decision of the Board despite the fact that it is not voted on at a meeting if:
- 4.8.9.1 notice of the proposed resolution is given to all Members in accordance with procedures determined by the Board; and
- 4.8.9.2 a majority of the Board Members current in office express their concurrence with the proposed resolution in writing or by electronic communication.
- 4.8.10 A person authorised in writing by a Party for the purposes of this clause may attend (but not participate in) a meeting of the Board and may have access to papers provided to the Board for the purpose of the meeting.
- 4.8.11 The Board must have accurate minutes kept of its proceedings.
- 4.8.12 The Executive Officer must ensure the minutes are presented to the next ordinary meeting of the Board for confirmation.
- 4.8.13 The Executive Officer must, within five days after a meeting of the Board, provide to each Member and the Councils a copy of the minutes of the meeting of the Board in a form agreed to by the Board.
- 4.8.14 Subject to the PDI Act, this clause, and to a direction of the Councils, the Board may determine its own procedures.
- 4.9 Notice of Ordinary Meetings**
- 4.9.1 Subject to Clause 4.10.2, notice of an ordinary meeting of the Board will be given by the Executive Officer to each Board Member not less than three clear days prior to the holding of the meeting.
- 4.9.2 The Executive Officer must, in relation to a notice of meeting of the Board for the purpose of considering the making of a recommendation to the Parties to terminate this Agreement, provide the notice to all Board Members at least four months before the date of the meeting.
- 4.9.3 A notice of meeting of the Board must:
- 4.9.3.1 be in writing; and
- 4.9.3.2 set out the date, time and place of the meeting; and
- 4.9.3.3 be signed by the Executive Officer; and
- 4.9.3.4 contain, or be accompanied by, the agenda for the meeting.



4.10 Special Meetings

- 4.10.1 Any Party, the Chairperson or three Members may, by delivering a written request to the Executive Officer, require a special meeting of the Board to be held and any such special meeting shall constitute a special meeting of the Board. The written request must be accompanied by the agenda for the special meeting and if an agenda is not provided the request has no effect.
- 4.10.2 On receipt of a written request pursuant to Clause 4.10, the Executive Officer and Chairperson must determine the date and time of the special meeting and the Executive Officer must give notice to all Board Members at least four hours prior to the commencement of the special meeting in accordance with Clause 4.9.3.

4.11 Provisions Generally Applicable to Meetings

- 4.11.1 The Executive Officer must, insofar as is reasonably practicable:
- 4.11.1.1 ensure that items on an agenda given to Members are described with reasonable particularity and accuracy; and
 - 4.11.1.2 supply to each Member at the time that notice of a meeting is given, a copy of any documents or reports that are to be considered at the meeting (so far as this is practicable).
- 4.11.2 Notice of a meeting of the Board may be given to a Board Member:
- 4.11.2.1 personally; or
 - 4.11.2.2 by delivering the notice (whether by post or otherwise) to the usual place of residence of the Member or to another place authorised in writing by the Member; or
 - 4.11.2.3 by a means authorised in writing by the Member as being an available means of giving notice.
- 4.11.3 A notice that is not given in accordance with Clause 4.11.2 is taken to have been validly given if the Executive Officer considers it impracticable to give the notice in accordance with that clause and takes action the Executive Officer considers reasonable in the circumstances to bring the notice to the attention of the Member.
- 4.11.4 The Executive Officer must give notice to the public of the times and places of meetings of the Board at least three clear days prior to the holding of an ordinary meeting (or as soon as reasonably practicable with respect to a special meeting) by causing a copy of the notice and agenda for the meeting to be placed on public display at the principal offices of the Councils and the Board.
- 4.11.5 Subject to Clause 4.11.7, the Executive Officer must also ensure that a reasonable number of copies of any document or report supplied to Members for consideration at a meeting of the Board are available for inspection by members of the public:

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- 4.11.5.1 at the principal offices of the Councils and the Board and on a website determined by the Executive Officer as soon as practicable after the time when the document or report is supplied to Members; or
 - 4.11.5.2 in the case of a document or report supplied to Members at the Board Meeting, at the meeting as soon as practicable after the time when the document or report is supplied to Members.
 - 4.11.6 The Executive Officer may indicate on a document or report provided to Members under Clause 4.11.1, any information or matter contained in or arising from a document or report that may, if the Board determines, be considered in confidence in accordance with Clause 4.8.4 provided that the Executive Officer at the same time specifies the basis on which an order could be made pursuant to the provisions of Chapter 6 Part 3 of the LG Act.
 - 4.11.7 Clause 4.11.5 does not apply to a document or report:
 - 4.11.7.1 that is subject to the operation of Clause 4.11.6; or
 - 4.11.7.2 that relates to a matter dealt with by the Board on a confidential basis in accordance with Clause 4.8.4 and Chapter 6 Part 3 of the LG Act.
 - 4.11.8 The Executive Officer must maintain a record of all notices of Board meetings given under Clause 4.9.3 to Members.
 - 4.11.9 All Members must at all times keep confidential all documents and any information provided to them for their consideration on a confidential basis prior to a meeting of the Board except that this clause does not prevent a Board Member from disclosing documents and information to the elected members or employees of a Council on a confidential basis, where necessary.

5. EXECUTIVE ADVISORY COMMITTEE

- 5.1 The Board must establish an Executive Advisory Committee of the Board in accordance with Section 38 of the PDI Act.
- 5.2 The Executive Advisory Committee comprises the Chief Executive Officers of the Councils, or their nominee.
- 5.3 The functions of the Executive Advisory Committee include:
 - 5.3.1 to provide advice to the Board on its operations and affairs;
 - 5.3.2 to undertake such other functions or activities as requested by the Board from time to time.

6. OTHER COMMITTEES

- 6.1 The Board may establish other committees in accordance with Section 38 of the PDI Act.

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6.2 A member of a committee established under this Clause holds office at the pleasure of the Board.

7. SUBSIDIARIES

The Board may, with the consent of each of the Councils, establish subsidiaries in accordance with Section 39 of the PDI Act.

8. DEVELOPMENT ASSESSMENT

Subject to Clause 2.1.2:

8.1 the Board may appoint an Assessment Panel in respect of its Area under Sections 82 and 83 of the PDI Act;

8.2 the Board may appoint an Assessment Manager in accordance with Section 87 of the PDI Act.

9. EXECUTIVE OFFICER AND APPOINTMENT OF OTHER STAFF

9.1 The Board may employ staff and must, subject to Clause 9.3, appoint an Executive Officer on a fixed term, performance-based employment contract, which does not exceed five years in duration (or such shorter term if the Agreement is to expire in accordance with Section 35(5)(a) of the PDI Act) and on such other terms as determined by the Board.

9.2 The Board may at the end of the contract term enter into a new contract not exceeding five years in duration (or such shorter term if the Agreement is to expire in accordance with Section 35(5)(a) of the PDI Act) with the same person.

9.3 With the concurrence of the Councils, the Board may second a person employed by a Council, a subsidiary of a Council or a regional subsidiary of Councils to act in the office of Executive Officer for a term determined by the Councils.

9.4 The Executive Officer is responsible for appointing, managing, suspending and dismissing the other employees of the Board on behalf of the Board.

9.5 In the absence of the Executive Officer for any period exceeding one week, the Executive Officer must appoint a suitable person as Acting Executive Officer. If the Executive Officer does not make, or is incapable of making such an appointment, a suitable person must be appointed by the Board.

9.6 The Board delegates responsibility for day to day management of the Board to the Executive Officer, who will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Board.

9.7 The functions of the Executive Officer include:

9.7.1 ensuring the decisions of the Board are implemented in a timely and efficient manner;



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- 9.7.2 providing information to assist the Board to assess the Board's performance against its Business Plan;
 - 9.7.3 providing advice and reports to the Board on the exercise and performance of its powers and functions under this Agreement or any Act;
 - 9.7.4 co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Board;
 - 9.7.5 ensuring the assets and resources of the Board are properly managed and maintained;
 - 9.7.6 ensuring that records required under the PDI Act or any other Act are properly kept and maintained;
 - 9.7.7 exercising, performing or discharging other powers, functions or duties conferred on the Executive Officer by or under the PDI Act or any other Act and performing other functions lawfully directed by the Board;
 - 9.7.8 achieving financial outcomes in accordance with adopted plans and budgets; and
 - 9.7.9 establishing policies and procedures relating to work, health and safety.
- 9.8 The Board must undertake a review of the performance of the Executive Officer at least once every year.
 - 9.9 The Executive Officer and other senior staff of the Board as determined by the Board, are required to submit returns under Chapter 7, Part 4, Division 2 of the LG Act, as if the Executive Officer and other staff of the Board were employees of a Council and the Board was a Council.
 - 9.10 The Executive Officer may delegate or sub-delegate to an employee of the Board or Council, or a committee comprising employees of the Board or Council, any power or function vested in the Executive Officer. Such delegation or sub-delegation may be subject to conditions or limitations as determined by the Executive Officer.
 - 9.11 Where a power or function of the Executive Officer is delegated to an employee, the employee is responsible to the Executive Officer for the efficient and effective exercise or performance of that power or function.
 - 9.12 A written record of delegations and sub-delegations under this clause must be kept by the Executive Officer at all times.

10. FINANCIALS

10.1 Borrowings and Expenditure

- 10.1.1 The Board has the power to incur expenditure as follows:
 - 10.1.1.1 in accordance with a Budget adopted by the Board and approved by the Councils as required by this Agreement; or

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- 10.1.1.2 with the prior approval of the Councils; or
 - 10.1.1.3 in accordance with Clause 10.3.10.
 - 10.1.2 Subject to Clause 10.1.3, the Board has the power to borrow money as follows:
 - 10.1.2.1 in accordance with a Budget adopted by the Board as required by the PDI Act or this Agreement;
 - 10.1.2.2 in respect of an overdraft facility or facilities up to a maximum amount of \$100,000;
 - 10.1.2.3 with the prior approval of the Councils.
 - 10.1.3 Unless otherwise approved by the Councils, any and all borrowings taken out by the Board:
 - 10.1.3.1 must be from the Local Government Finance Authority of South Australia or a registered bank or financial institution within Australia; and
 - 10.1.3.2 in the case of fixed loans, must be drawn down within a period of 24 months from the date of approval.
 - 10.2 Property**
 - 10.2.1 All property held by the Board is held by it on behalf of the Councils.
 - 10.2.2 Except as provided in Clause 2.2.20 or in accordance with a Policy adopted by the Board by resolution with the agreement of the Councils, no property of the Board may be sold, encumbered or otherwise dealt with without the prior approval of the Councils and the approval of the Board by resolution.
 - 10.3 Budget**
 - 10.3.1 The Board must have a Budget for each financial year.
 - 10.3.2 Each Budget of the Board:
 - 10.3.2.1 must deal with each principal activity of the Board on a separate basis; and
 - 10.3.2.2 must be consistent with its Business Plan; and
 - 10.3.2.3 must comply with standards and principles prescribed by the Councils and the *Local Government (Financial Management) Regulations 2011*, as if the Board were a regional subsidiary.
 - 10.3.3 The Board must before 30 April of each year, prepare and submit a draft Budget to the Councils for the ensuing Financial Year (or, if appropriate, part Financial Year) for approval by the Councils.

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- 10.3.4 The Board must adopt after 31 May and within six weeks of approval of the draft Budget by the Councils in each year, a Budget for the ensuing Financial Year consistent with the approval given by the Councils pursuant to Clause 10.3.3.
 - 10.3.5 The Board may in a Financial Year, after consultation with the Councils, incur spending before adoption of its Budget for the year, but the spending must be provided for in the appropriate Budget for the year.
 - 10.3.6 The Board must each Financial Year provide a copy of its adopted Budget to the Parties within five business days after the adoption of the Budget by the Board.
 - 10.3.7 Quarterly reports summarising the financial position and performance of the Board against the Budget must be prepared by the Executive Officer and presented to a meeting of the Board at each ordinary meeting of the Board and copies provided to the Councils.
 - 10.3.8 The Board may with the approval of the Councils, amend its Budget for a Financial Year at any time before the year ends.
 - 10.3.9 The contents of the Budget must be in accordance with the PDI Act, the regulations and any requirement of the Councils.
 - 10.3.10 The Board may incur, for the purpose of genuine emergency or hardship, spending that is not authorised by its Budget.

10.4 Financial Contributions

- 10.4.1 The Councils must contribute funds to the Board each financial year:
 - 10.4.1.1 in accordance with the funding contribution provided for in Schedule 1; and
 - 10.4.1.2 as set out in the Budget adopted by the Board and approved by the Councils.
- 10.4.2 The Councils may agree to provide the Board with additional funds at any time on such terms and conditions, if any, as determined by the Councils.
- 10.4.3 The contributions of the Councils payable to the Board under this clause are recoverable by the Board as a debt.

10.5 Financial Standards and Reporting

- 10.5.1 The Board must ensure the Financial Statements of the Board for each Financial Year are audited by the Board's auditor.
- 10.5.2 The Financial Statements must be finalised and audited in sufficient time to be included in the Annual Report to be provided to the Parties pursuant to the PDI Act.



10.6 Financial Transactions

- 10.6.1 The Board must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
- 10.6.2 The Board will develop and maintain appropriate policies for all financial transactions.
- 10.6.3 The Executive Officer must act prudently in the handling of all financial transactions for the Board.

11. MANAGEMENT FRAMEWORK

11.1 Business Plan

The Board:

- 11.1.1 must in consultation with the Councils prepare and adopt a Business Plan for a minimum three year period which will continue in force for the period specified in the Business Plan or until the adoption by the Board of a new Business Plan;
- 11.1.2 must in consultation with the Councils review the Business Plan annually and following such a review, the Business Plan shall continue to operate for the period for which the Business Plan was adopted pursuant to Clause 11.1.1;
- 11.1.3 may, after consultation with the Councils, amend its Business Plan at any time; and
- 11.1.4 must ensure the contents of the Business Plan is in accordance with the PDI Act, and regulations.

11.2 Audit

- 11.2.1 The Board must cause adequate and proper books of account to be kept in relation to all the affairs of the Board and must establish and maintain effective auditing of its operations.
- 11.2.2 The Parties agree the provisions of Regulation 20 of the *Local Government (Financial Management) Regulations 2011* apply to the Board as if the Board were a regional subsidiary.
- 11.2.3 The Board must appoint an Auditor in accordance with Clause 11.2.2 on such terms and conditions as determined by the Board.
- 11.2.4 The audited Financial Statements of the Board, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Parties by 30 September in each year.

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11.3 Audit and Risk Management Committee

- 11.3.1 The Board must establish an Audit and Risk Management Committee to be comprised of five persons nominated by the Board and approved by the Councils.
- 11.3.2 The functions of the Audit and Risk Management Committee include:
- 11.3.2.1 reviewing annual Financial Statements to ensure they provide a timely and fair view of the state of affairs of the Board;
 - 11.3.2.2 liaising with external auditors; and
 - 11.3.2.3 reviewing the adequacy of the accounting, internal auditing, reporting and other financial management systems and practices of the Board on a regular basis.
- 11.3.3 The members of the Audit and Risk Management Committee:
- 11.3.3.1 must include two persons professionally qualified in accounting, commerce, finance, law or risk management;
 - 11.3.3.2 must include at least one person who is not a Member of the Board and who is determined by the Councils to have financial experience relevant to the functions of the Audit and Risk Management Committee;
 - 11.3.3.3 may include elected members of the Councils.
- 11.3.4 The term of appointment of a member of the Audit and Risk Management Committee shall be for a term not exceeding two years at the expiry of which such member will be eligible for reappointment.
- 11.3.5 The Parties may agree to implement audit arrangements that differ from the requirements of this clause (including but not limited to the implementation of an internal audit or audit undertaken by one of the Councils on behalf of the Board). In such cases, the terms of that agreement operate to the exclusion of this clause.

11.4 Insurance and Superannuation Requirements

- 11.4.1 The Board shall register with the Local Government Mutual Liability Scheme and the Local Government Workers Compensation Scheme and comply with the rules of the Schemes.
- 11.4.2 The Board shall advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Board.



12. PROVISION OF INFORMATION

- 12.1 The Board must, at the written request of a Party, furnish to the Party information or records in the possession or control of the Board as the Party may require in such manner and form as the Party may require.
- 12.2 If the Board considers that information or a record furnished under this clause contains matters that should be treated as confidential, the Board may advise the Party of that opinion giving the reason for the opinion and the Party may, subject to Clause 12.3, act on that advice as the Party thinks fit.
- 12.3 If the Party is satisfied on the basis of the Board's advice that the Board owes a duty of confidence in respect of a matter, the Party must ensure the observance of that duty in respect of the matter, but this clause does not prevent a disclosure as required in the proper performance of the functions or duties of the Party.

13. DISCLOSURE

- 13.1 If the Board discloses to a person in pursuance of this Agreement a matter in respect of which the Board owes a duty of confidence, the Board must give notice of the disclosure to the person to whom the duty is owed.
- 13.2 A Member of the Board does not commit a breach of duty by reporting a matter relating to the affairs of the Board to a Party, or otherwise in accordance with the provisions of the PDI Act.

14. COMMON SEAL

- 14.1 The Board will have a common seal.
- 14.2 The common seal of the Board must not be affixed to a document except to give effect to a resolution of the Board.
- 14.3 The affixation of the common seal of the Board must be attested by two Board Members.
- 14.4 The Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date the seal was affixed.
- 14.5 The Board may by instrument under common seal authorise a person to execute documents on behalf of the Board subject to any limitations specified in the instrument of authority.
- 14.6 If a document appears to bear the common seal of the Board, it will be presumed in the absence of proof to the contrary that the common seal of the Board was properly affixed to the document.

15. VALIDITY OF ACTS

An act or proceeding of the Board is not invalid by reason only of a vacancy in its membership or a defect in the appointment of a Member.

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16. PROTECTION FROM LIABILITY

16.1 The Board must indemnify each Member of the Board against any civil liability for an honest act or omission in the performance or discharge of the Member's powers, functions and duties under this Agreement.

16.2 This Clause survives the expiry or termination of this Agreement.

17. LIABILITY GUARANTEE

The liabilities incurred or assumed by the Board are guaranteed by the Councils.

18. INCONSISTENCY WITH PDI ACT AND REGULATIONS

18.1 This Agreement is not invalid on account of any inconsistency with the PDI Act or any regulations made thereunder.

18.2 In the event of an inconsistency between the provisions of this Agreement and the provisions of the PDI Act and any regulations made thereunder, the provisions of the PDI Act and the regulations prevail to the extent of the inconsistency.

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of South Australia.

20. SERVICE

20.1 A document required to be served on or given to a person by the Board under any law may be served or given:

20.1.1 in any manner provided for under the PDI Act; or

20.1.2 if no relevant provision exists under the PDI Act, in any manner provided for under the LG Act, as if the Board were a Council.

20.2 A document required to be served on or given to the Board under any law may be served or given:

20.2.1 in any manner provided for under the PDI Act; or

20.2.2 if no relevant provision exists under the PDI Act, in any manner provided for under the LG Act, as if the Board were a Council.

20.3 A document required to be served on or by or given on or by a Party to this Agreement on another party to this Agreement for the purposes of this Agreement may be served or given:

20.3.1 in any manner provided for under the PDI Act; or

20.3.2 if no relevant provision exists under the PDI Act, in any manner provided for under the LG Act (and if the Party is not a Council, the LG Act applies as if the Party were a Council for the purposes of this clause).



21. MISCELLANEOUS PROVISIONS

21.1 Withdrawal of a Party

- 21.1.1 Subject to the PDI Act, a Party (other than the Minister) may withdraw from the Agreement after giving not less than six months written notice of its intention to do so, subject to Clause 21.1.2, to the Board and to the other Parties.
- 21.1.2 In any event, a withdrawal will not become effective until 30 June following the expiry of the six months written notice period referred to in Clause 21.1.1. Until a withdrawal becomes effective, the Party proposing withdrawal from the Agreement will remain liable for all financial contributions up to the Date of Withdrawal.
- 21.1.3 Upon a withdrawal taking effect, a Party will be entitled to payment of such amounts and on such conditions as determined by unanimous agreement of the Parties and failing unanimous agreement the matter will be resolved in accordance with Clause 21.6.
- 21.1.4 The withdrawal of any Party does not extinguish the liability of that Party for the payment of its contribution towards any actual or contingent deficiency in the Net Assets of the Board at the end of the Financial Year in which such withdrawal occurs.
- 21.1.5 The withdrawal of any Party does not extinguish the liability of that Party to contribute to any loss or liability incurred by the Board at any time before or after the Date of Withdrawal in respect of any act or omission by the Board prior to such date.

21.2 Abolition of Board

- 21.2.1 The Board may be abolished by the Minister in accordance with Section 36(3) of the PDI Act on termination or expiry of the Agreement.
- 21.2.2 Upon expiry or termination of this Agreement, the Councils may jointly request the Minister abolish the Board.
- 21.2.3 Subject to the PDI Act, on abolition of the Board, the surplus assets or liabilities of the Board, as the case may be, must be distributed between or become the responsibility of:
- 21.2.3.1 a new Board (if formed for the same Area); or
- 21.2.3.2 the Parties, as agreed unanimously by the Parties and failing unanimous agreement the matter will be resolved in accordance with Clause 21.6.

21.3 Non-derogation and Direction by Parties

- 21.3.1 Subject to any provision of the PDI Act to the contrary, the establishment of the Board does not derogate from the power of any of the Parties to act independently in relation to a matter within the jurisdiction of the Board.

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- 21.3.2 Subject to any provision of the PDI Act to the contrary, provided a majority of the Councils have all first agreed as to the action to be taken, the Councils may jointly direct and control the Board.
- 21.3.3 A joint direction of the Councils to the Board is only valid and required to be complied with by the Board if at least a majority of the Councils express the direction in the same or similar terms.
- 21.3.4 Where the Councils seek to jointly direct the Board, that direction must be made and evidenced by a resolution passed by the Council making the direction.
- 21.3.5 Where the Board is required pursuant to the PDI Act or this Agreement to obtain the agreement, consent or approval of one or more of the Parties, that consent or approval must only be granted and must be evidenced by either a resolution passed by the Council granting such consent or approval, or otherwise if that Party is not a Council, in writing signed by or on behalf of the Party.
- 21.3.6 Unless otherwise stated in this Agreement, where the Board is required to obtain the agreement, consent or approval of the Councils or Parties, this means the consent or approval of a majority of the Councils expressed in the same or similar terms.
- 21.3.7 For the purpose of this clause, any direction given by the Councils must be communicated by notice in writing provided to the Executive Officer of the Board together with a copy of the relevant resolutions of the Councils and written instruments.
- 21.4 Review of Agreement**
- 21.4.1 The Board must review this Agreement at least once in every five years and submit any recommendations for changes to the Agreement to the Parties.
- 21.4.2 Before the Parties determine a proposal to alter this Agreement arising from a review under this clause, they must take into account any recommendation of the Board.
- 21.5 Transitional Provisions**
- 21.5.1 Executive Officer**
- The Councils must appoint a person to act in the position of Executive Officer as soon as possible after the establishment of the Board until such time as the Board appoints an Executive Officer in accordance with Clause 9.1.
- 21.5.2 First Board Meeting**
- 21.5.2.1 The first meeting of the Board following the establishment of the Board will be called by the Acting Executive Officer appointed pursuant to Clause 21.5.1 to be held within three months of the appointment by the Parties of the Members.

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21.5.2.2 At the first meeting of the Board, the Board will determine the time, date and place of ordinary meetings of the Board up to the following local government periodic election.

21.5.2.3 The Acting Executive Officer must give notice of the first Board meeting to Members and the public in accordance with Clause 4.9.

21.5.3 First Budget

21.5.3.1 Notwithstanding Clause 10, the first draft Budget of the Board following its establishment for the current part financial year must be submitted to the Councils for their approval within four months of the first Board meeting held in accordance with Clause 21.5.2.

21.5.3.2 Notwithstanding Clause 10, the Board must, within six weeks of approval by the Councils of the first draft budget for the current part financial year submitted in accordance with Clause 21.5.3.1, adopt a Budget consistent with the approval given by the Councils pursuant to Clause 21.5.3.1.

21.5.4 Business Plan

The first Business Plan of the Board following its establishment must be submitted to the Councils for their approval within twelve months of the establishment of the Board.

21.5.5 Audit Committee

The Board must establish an Audit and Risk Management Committee in accordance with Clause 11.3 within six months of the first Board meeting held in accordance with Clause 21.5.2.

21.6 Disputes

21.6.1 General

21.6.1.1 Where a dispute arises between the Parties or between a Party and the Board which relates to this Agreement or the Board, (**the Dispute**) the Parties will use their best endeavours to resolve the Dispute and to act at all times in good faith.

21.6.2 Mediation

21.6.2.1 A Party is not entitled to initiate arbitration or court proceedings (except proceedings seeking urgent equitable or injunctive relief) in respect of a Dispute unless it has complied with this clause 21.6.2.

21.6.2.2 If the Parties are unable to resolve the Dispute within thirty days, the Parties must refer the Dispute for mediation in accordance with the Mediation Rules of the Law Society of South Australia



Incorporated, within seven days of a written request by any Party to the other Party that the Dispute be referred for mediation, to:

- (a) a mediator agreed by the Parties; or
- (b) if the Parties are unable to agree on a mediator at the time the Dispute is to be referred for mediation, a mediator nominated by the then President of the Law Society or the President's successor.

21.6.2.3 In the event the Parties fail to refer the matter for mediation in accordance with Clause 21.6.2.2, one or more of the Parties may refer the matter for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated to a mediator nominated by the then President of the Law Society or the President's successor.

21.6.2.4 The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a Party unless that Party has so agreed in writing.

21.6.2.5 If mediation does not resolve the Dispute within 28 days of referral of the Dispute for mediation or such longer period agreed unanimously by the Parties as evidenced by resolutions of each of the Parties, any Party may then refer the Dispute to arbitration in accordance with Clause 21.6.3 or otherwise commence court proceedings.

21.6.3 Arbitration

21.6.3.1 An arbitrator may be appointed by agreement between the Parties.

21.6.3.2 Failing agreement as to an arbitrator, the then Chairperson of the South Australian Chapter of the Institute of Arbitrators or his or her successor shall nominate an Arbitrator pursuant to these conditions.

21.6.3.3 A submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the *Commercial Arbitration Act 2011*.

21.6.3.4 Upon serving a notice of arbitration, the Party serving the notice shall lodge with the arbitrator a deposit by way of security for the cost of the arbitration proceedings.

21.6.3.5 Upon each submission to arbitration, the costs of and incidental to the submission and award shall be at the discretion of the arbitrator who may in his or her sole discretion determine the amount of costs, how costs are to be proportioned and by whom they are to be paid.



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- 21.6.4 Whenever reasonably possible, performance of the obligations of the parties pursuant to this Agreement shall continue during the mediation or arbitration proceedings and no payment by or to a Party shall be withheld on account of the mediation and arbitration proceedings.

21.7 Exemption from Requirements of Agreement

- 21.7.1 The Board may, with the approval of the Councils, apply to the Minister in writing for an exemption from any of the requirements of this Agreement.
- 21.7.2 An application under Clause 21.7.1 must comply with any guidelines determined by the Minister.
- 21.7.3 An exemption granted by the Minister under this Clause may operate for a limited duration, or be subject to such conditions as the Minister thinks fit.

22. DEFINITIONS AND INTERPRETATION

22.1 Definitions

In this Agreement, unless the contrary intention appears:

- 22.1.1 **Area** means the collective Council Areas of the Councils;
- 22.1.2 **Board** means Limestone Coast Joint Planning Board;
- 22.1.3 **Business Plan** means the business plan adopted by the Board pursuant to Clause 11.1;
- 22.1.4 **Assessment Manager** means the person appointed by the Board under Section 87 of the PDI Act;
- 22.1.5 **Assessment Panel** means the assessment panel appointed by the Board under Section 82 of the PDI Act;
- 22.1.6 **Board Member** or **Member** means a person appointed to the Board in accordance with Schedule 2, and unless the context requires otherwise or it is expressly stated otherwise, a reference to a Board Member includes a Deputy Board Member;
- 22.1.7 **Budget** means the annual budget adopted by the Board pursuant to Clause 10.3;
- 22.1.8 **Chairperson** means the member of the Board appointed pursuant to Clause 4.7;
- 22.1.9 **Commission** has the same meaning as in the PDI Act;
- 22.1.10 **Councils** means those councils constituted under the LG Act who have agreed to enter into this Agreement in accordance with Section 35(1) of the PDI Act and **Council** has the corresponding meaning;
- 22.1.11 **Council Area** has the same meaning as 'area' in the LG Act;

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- 22.1.12 **Date of Withdrawal** means the date a Party's withdrawal from the Board becomes effective pursuant to Clause 21.1;
- 22.1.13 **Deputy Member** means a person appointed to act as a deputy to a Member in accordance with Schedule 2;
- 22.1.14 **Designated Instrument** has the same meaning as in Subdivision 5 of Division 2 of Part 5 of the PDI Act, but excludes a Regional Plan.
- 22.1.15 **Executive Officer** means the person appointed pursuant to Clause 9.1 as the Executive Officer of the Board;
- 22.1.16 **Financial Statements** has the same meaning as in Section 127 of the LG Act;
- 22.1.17 **Financial Year** means 1 July in each year to 30 June in the subsequent year;
- 22.1.18 **Gazette** means the South Australian Government Gazette (including any supplement to that gazette) printed and published, or purporting to be printed and published, by the Government Printer of the State of South Australia;
- 22.1.19 **LG Act** means the *Local Government Act 1999* and includes all regulations made thereunder;
- 22.1.20 **Limestone Coast Local Government Association** means the regional subsidiary of the Councils by that name established under Section 43 of the LG Act;
- 22.1.21 **Minister** means the Minister responsible for the administration of the PDI Act;
- 22.1.22 **Net Assets** means total assets (current and non-current) less total liabilities (current and non-current) of the Board as reported in the annual audited Financial Statements of the Board;
- 22.1.23 **Parties** means those entities who have agreed to enter into this Agreement in accordance with Section 35(1) of the PDI Act and **Party** has the corresponding meaning;
- 22.1.24 **PDI Act** means the *Planning, Development and Infrastructure Act 2016* and includes all regulations made thereunder;
- 22.1.25 **Principal Office** means the principal office of the Board as determined by the Board after consultation with the Parties;
- 22.1.26 **Regional Plan** has the same meaning as in Section 64 of the PDI Act.

22.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 22.2.1 headings do not affect interpretation;



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- 22.2.2 singular includes plural and plural includes singular;
 - 22.2.3 words of one gender include any gender;
 - 22.2.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;
 - 22.2.5 a reference to legislation (including subordinate legislation) includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
 - 22.2.6 an unenforceable provision or part of a provision of this Agreement may be severed, and the remainder of this Agreement continues in force, unless this would materially change the intended effect of this Agreement;
 - 22.2.7 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
 - 22.2.8 a reference to a 'Clause' means a clause of this Agreement.

22.3 Background

The background forms part of this Agreement and is correct.

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Schedule 1 – Funding Contribution

The funding of the Joint Planning Board will be approved by the Board as part of the annual business plan.

The approach to JPB funding will be based on:

The recovery of costs associated with the establishment and general operations of the JPB would be recovered based on following distribution:

City of Mount Gambier	27%
Wattle Range Council	21%
Naracoorte Lucindale Council	15%
District Council of Grant	13%
Tatiara District Council	13%
Kingston District Council	6%
District Council of Robe	6%

Variable costs incurred that are directly attributed to a council would be recovered on a cost recovery basis.

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Schedule 2 – Board Membership

A. Membership of the Board

- A.1 The Board comprises 7 Members.
- A.2 Each Council must, by resolution, appoint an elected member of the Council to be a Member of the Board.
- A.3 Subject to Clause 4.2, the term of office of a Member of the Board is as specified in their instrument of appointment and a Member is eligible for reappointment following the expiry of their term of office.
- A.4 A person may be appointed to the Board only if the appointment of such person is consistent with any requirement of the Minister under Section 35(4) of the PDI Act.
- A.5 If a Council fails to appoint a Member in accordance with this Clause, the Minister may appoint a person to fill the vacancy.

B. Deputy Members

- B.1 There may be at least one and no more than two Deputy Members of the Board for each Member of the Board.
- B.2 The Deputy Members of the Board:
 - B.2.2 are appointed in the same manner, subject to the same conditions and for the same term;
 - B.2.3 may be removed from office in the same way and their office will become vacant in the same circumstancesas the Member of the Board for whom they are appointed as Deputy.
- B.3 The office of Deputy Member becomes vacant if the office of the Member of the Board for whom they are appointed as Deputy becomes vacant.
- B.4 A Deputy Member is entitled to act in the place of the Member for whom they are appointed as Deputy Member if that Member is absent or unable for any reason to act as a Member and may exercise all the rights and privileges of the Member and will be deemed to be the Member of the Board for the period of the Member's absence or inability to act as a Member.



Schedule 3 – Chairperson and Deputy Chairperson

- A. The Board must at its first meeting and then at each meeting of the Board immediately following the Annual General Meeting of the Board of the Limestone Coast Local Government Association appoint from amongst the Members:
- A.1 a Chairperson; and
- A.2 a Deputy Chairperson,
- to hold office for a term concluding at the first meeting of the Board immediately following the next Annual General Meeting of the Board of the Limestone Coast Local Government Association.
- B. Where there is more than one nomination for the position of Chairperson or Deputy Chairperson, the member appointed to the position shall be determined by ballot.
- C. In the absence of the Chairperson, the Deputy Chairperson shall act in the office of Chairperson.
- D. The Chairperson or Deputy Chairperson will cease to hold office as Chairperson or Deputy Chairperson in the event:
- D.1 the person resigns as Chairperson or Deputy Chairperson; or
- D.2 the person ceases to be a Member of the Board; or
- D.3 the Board by unanimous resolution of the Board Members in office (excluding the person the subject of the resolution) terminates the Chairperson or Deputy Chairperson's appointment as Chairperson or Deputy Chairperson.
- E. In the event the office of Chairperson or Deputy Chairperson becomes vacant, the Board must appoint a new Chairperson or Deputy Chairperson who shall hold office for the balance of the original term.
- F. At the conclusion of the term of office of the Chairperson or Deputy Chairperson, the person is eligible for reappointment.

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Executed as an Agreement as follows:

Signed by Minister for Planning in the presence of:

.....
Signature of witness Minister for Planning

.....
Name of witness (print)

The common seal of District Council of Grant was affixed in the presence of:

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

.....
Name of Mayor (print) Name of Chief Executive Officer (print)

The common seal of Kingston District Council was affixed in the presence of:

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

.....
Name of Mayor (print) Name of Chief Executive Officer (print)

The common seal of City of Mount Gambier was affixed in the presence of:

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

.....
Name of Mayor (print) Name of Chief Executive Officer (print)

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The common seal of Naracoorte Lucindale Council was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

The common seal of The District Council of Robe was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

The common seal of The District Council of Tatiara was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

The common seal of Wattle Range Council was affixed in the presence of:

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Signature of Mayor

.....
Signature of Chief Executive Officer

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Name of Mayor (print)

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Name of Chief Executive Officer (print)

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6.4 INQUIRY INTO LOCAL GOVERNMENT COSTS AND EFFICIENCY – REPORT NO. AR20/11623

Committee: Economic and Environment Committee
Meeting Date: 2 March 2020
Report No.: AR20/11623
CM9 Reference: AF19/412
Author: Andrew Meddle, Chief Executive Officer
Authoriser: Andrew Meddle, Chief Executive Officer
Summary: A report providing an update on the Inquiry into Local Government Costs and Efficiency.
Community Plan Reference: Goal 1: Our People
Goal 2: Our Location
Goal 3: Our Diverse Economy
Goal 4: Our Climate, Natural Resources, Arts, Culture and Heritage

REPORT RECOMMENDATION

1. That Economic and Environment Committee Report No. AR20/11623 titled 'Inquiry into Local Government Costs and Efficiency' as presented on 02 March 2020 be noted.



BACKGROUND

In 2019, the State Government commissioned an inquiry into Local Government Costs and Efficiency. The final report prepared by the South Australian Productivity Commission was published on 22 November 2020 and it can be found here:

https://www.sapc.sa.gov.au/_data/assets/pdf_file/0003/137676/Local-Government-Inquiry-Final-Report.pdf

The State Government released its report on 20 February 2020, which can be found at:

https://www.dpc.sa.gov.au/_data/assets/pdf_file/0004/139261/Government-Response-SAPC-Local-Government.pdf

As a result of this, the Minister for Local Government published a media statement which can be found here:

<https://www.premier.sa.gov.au/news/media-releases/news/marshall-government-response-to-deliver-lower-council-rates>

The results of the SA Productivity Commission Inquiry and the Government's response, need to be considered in the context of local government reform. Local government reform was a features of DPTI work in 2019 and significant reactive work by the LGASA and councils. Whilst the consultation on this closed in November 2019 and an announcement was expected in February 2020, no announcement has been made yet. The element of the DPTI website dealing with local government reform can be found here:

https://www.dpti.sa.gov.au/local_govt/local_government_reform

DISCUSSION

The SA Productivity Commission Final Report sets out nine recommendations and ten advice notes for councils. The State Government's response to the SA Productivity Commission Final Report endorses all nine recommendations, converts these into ten actions and sets a timeframe for these to be undertaken, which are all within 2020, except for those considered 'on-going'. **Tables 1 and 2** deal with the potential impact of the recommendations and advice respectively.

Table 1 – ACTIONS, TIMEFRAMES & COUNCIL IMPACT	
ACTIONS & TIMEFRAME	COUNCIL IMPACT
1. March – December 2020	No impact on local activity or resourcing.
2. Mid 2020	No impact on local activity or resourcing.
3. March – December 2020	Some impact on working with the LGASA and State Government to develop a fit for purpose suite of benchmarks.
4. Ongoing	Expected impact on resourcing depending on the detailed differences between current and future reporting requirements
5. June 2020	No impact on local activity or resourcing at the initial stage, but longer-term impacts will require consideration at this time.
6. Ongoing	No impact on local activity or resourcing at the initial stage, but longer-term impacts will require consideration at this time.
7. April 2020	Expectance that the Council will step up to a regional leadership role in the consideration of a regional employment agreement.
8. April 2020	No impact on local activity or resourcing at the initial stage, but longer-term impacts will require consideration at this time.
9. April 2020	No impact on local activity or resourcing
10. March 2020	Expected to be both costs and savings from this proposal



Table 2 – ADVICE AND COUNCIL IMPACT	
ADVICE	COUNCIL IMPACT
1.	Majority of work for LGASA, which may impact on them needing additional resourcing, which will be paid for by all councils. The outcome of their work may have an impact on the resources required for local data collection.
2.	Some limited impact in terms of providing local resources to assist with a regional or statewide initiative. At this stage it is not clear whether this element will deliver savings or cost pressure to councils.
3.	Potential significant savings through a single streamlined procurement process, but one which may not be advantageous to local businesses in our region. This approach will need to balance efficiency with local support.
4.	Local businesses will need support to be able to be big or diverse enough to be on panel contracts.
5.	Resource sharing and hosting as the regional centre may have both benefits and disbenefits, but is the right thing to do for the City Council. The approach to a more consistent set of systems that support resource sharing is to be encouraged, as is the adoption of the hub and spoke model for the Limestone Coast.
6.	The LCLGA Councils have consistently opposed benchmarking, but they have been a lone voice at the LGASA. With benchmarking coming, it is probably better to focus our attention to getting appropriate and consistent benchmarking, which does not incur significant resources to gather, process and assess the relevant information. Advice to this council is that benchmarking has the propensity to delivery significant savings, but this must be tempered by the costs incurred in gaining such information.
7.	A consistent template approach is supported, subject to the ability to produce high quality documents.
8.	There will be a significant resourcing issue in preparing service standards for all services provided by Councils – in excess of 400 services – which is unlikely to be offset by savings.
9.	This advice is good practice and is undertaken by the Administration when it considers proposals for new or changes to services. However, when cost-shifting occurs there is little opportunity for this or to effect changes to service standards.
10.	The expansion of the role of Audit Committees is supported.

CONCLUSION

The State Government response to the SA Productivity Commission Inquiry into Local Government Costs and Efficiency is clearly a political view taken in the context of:

- Local Government Reform
- Rate Capping
- Shared services
- Regionalisation of local government
- Centralisation of State Government services
- Loss of face to face provision by state and federal government agencies.

As such, the results should not be taken in isolation and represent a concerted external political effort to change local government following the loss of the earlier approach to rate capping. The State Government response is selective in its commentary and not wholly reflective of the SA Productivity Commission Inquiry.



The State Government are not looking for a response from anyone to their response, but will need to engage closely with the LGASA and local government more generally to achieve the outcomes they are seeking by any means other than legislated sanctions. It is hoped that the LGASA take a proactive stance for the sector and the communities we serve to ensure that ideology does not adversely impact on our communities nor does additional bureaucracy outweigh cashable savings.

ATTACHMENTS

Nil



6.5 INFORMATION LEAFLET - VARIABLE MESSAGE DISPLAY UNITS TO BE USED AS A TEMPORARY ADVERTISING DISPLAY – REPORT NO. AR20/12496

Committee:	Economic and Environment Committee
Meeting Date:	2 March 2020
Report No.:	AR20/12496
CM9 Reference:	AF19/412
Author:	Tracy Tzioutziouklaris, Manager Development Services
Authoriser:	Judy Nagy, General Manager City Growth
Summary:	This report provides Members with the draft wording for the Information Leaflet to be produced outlining the use of Variable Message Display Units as temporary advertising signage.
Community Plan Reference:	Goal 1: Our People Goal 2: Our Location Goal 3: Our Diverse Economy Goal 4: Our Climate, Natural Resources, Arts, Culture and Heritage

REPORT RECOMMENDATION

1. That Economic and Environment Committee Report No. AR20/12496 titled 'Information Leaflet - Variable Message Display Units to be used as a temporary advertising display' as presented on 02 March 2020 be noted.
2. The draft wording and plan for the information leaflet identifying where the Variable Message Display Units and that this will be subject to graphic design prior to publication be noted.



BACKGROUND

Council at its meeting held in February, 2020 considered a solution for the need to have specific Development Approval for each use of Variable Message Display Units to advertise/announce local events.

At this meeting Council determined:

- “2. *Council support the placement of the Visual Message Display Units at the following locations:*
 - I. Frew Park; Penola Road Frontage*
 - II. The Visitor Centre, Jubilee Highway West;*
 - III. The Information Bay, Jubilee Highway West (Millicent Road);*
 - IV. Crater Lakes Round about, Bay Road;*
 - V. The Information Bay, Jubilee Highway East (Adjacent Blue Lake Sports Park);*
 - VI. The Rail Lands, Bay Road frontage;*
 - VII. The Information Bay, Penola Road (adjacent Kalganyi Caravan Park); and*
 - VIII. The Civic Centre carpark (adjacent Sturt Street)*
3. *Council endorse Development Applications being prepared and submitted for Variable Message Display Units at the locations as identified in (2) as above subject to the following requirements:*
 - I. The advertising display of the Variable Message Display Unit does not exceed 4.6 square metres.*
 - II. No landscaping shall be damaged during the placement and removal of the Variable Display Message Unit.*
 - III. The Variable Message Display Unit shall be located on the subject site no longer than seven days before an event and must be removed within one day after the event to which it is associated.*
 - IV. Any damage to Council’s infrastructure, such as the kerb and/or footpaths, during the placement and removal of the Variable Message Display Unit shall be made good to the satisfaction of Council.*
4. *A leaflet be prepared which can be provided to the community identifying where the Variable Message Display Units can be located upon the determination of the Development Applications.”*

DISCUSSION

The draft wording for the information leaflet to be provided to the community identifying where the Variable Message Display Units can be located is provided for Members information and perusal.

Graphic design work is currently being undertaken to improve the visual appearance of the leaflet.

The leaflet will be finalised upon the assessment of the Development Applications to enable the identified sites to be promoted and used for the siting of the Visual Message Display Units.

CONCLUSION

The draft wording and plan for the information leaflet identifying where the Variable Message Display Units and that this will be subject to graphic design prior to publication be noted.



ATTACHMENTS

1. draft information leaflet - The use of Variable Message Display Units for Temporary Advertising Signage associated with events.pdf [↓](#)





INFORMATION LEAFLET

The Use of Variable Message Display Units for Temporary Advertising Signage associated with events

INTRODUCTION

Variable Message Display Units (VMDU) are commonly used throughout the City of Mount Gambier as advertising signage.

A visual example of a VMDU includes the following:



THE USE OF VMDU AS ADVERTISING FOR COMMUNITY EVENTS

The use of VMDU as advertising signage are development and require Development Approval to be obtained prior to the commencement of the advertisement.

The City of Mount Gambier supports the use of VMDUs for the advertising of community events.

A community event is defined as an event of a religious, educational, cultural, social or recreational character.

Some examples of a community event include:

- Blue Lake Fun Run
- New Years Eve Celebrations at Vansittart Park
- Fringe Festival
- Carols by Candlelight
- Sutton Reserve Community Day

Some examples of events that are not considered as community events:

- Events associated for the sole benefit of a private business
- Membership drives for individual sporting/community clubs

Council acknowledges the administrative time and delays in obtaining Development Approval and has sought to reduce this requirement by granting approval for a number of locations to be used for the placement of these types of signs.



PRE APPROVED LOCATIONS FOR VDMU

The locations pre-approved for the placement of a VMDU include:

1. The Civic Centre carpark, adjacent to Ferrers Street
2. Frew Park, Adjacent to Penola Road
3. Visitor Centre, adjacent to the Visitor Centre, Jubilee Highway East
4. Information Bay – Jubilee Highway East, Millicent Road
5. Crater Lakes, Round about
6. Information Bay – Adjacent Blue Lake Sports Park, Jubilee Highway East
7. Railway Land – Adjacent to Bay Road
8. Information bay – Adjacent to Kalganyi Caravan Park, Penola Road

Please refer to the attachment which illustrates the areas available for the placement of a VMDU.

CONDITIONS OF APPROVAL FOR THE VDMU

The Conditions applicable to the placement of a VMDU at these locations are:

1. The advertising display of the Variable Message Display Unit does not exceed 4.6 square metres.
2. No landscaping shall be damaged during the placement and removal of the Variable Messaged Display Unit.
3. The Variable Message Display Unit shall be located on the subject site no longer than seven (7) days before an event.
4. The Variable Message Display Unit must be removed within one (1) day after the event to which it is associated.
5. Any damage to Council's infrastructure, such as the kerb and/or footpaths, during the placement and removal of the Variable Message Display Unit shall be made good to the satisfaction of Council.

RIGHTS OF THE CITY OF MOUNT GAMBIER AS THE LAND OWNER

Please note, Council is responsible for the management of all of the identified sites for the placement of the Variable Message Display Units. The signs are displayed at the pleasure of Council.

The City of Mount Gambier retains the right to cancel the approval for the placement of these signs at any of these locations and may request the removal of any sign.

AR20/9675
17th February, 2020



ATTACHMENT: Proposed locations for the Variable Message Display Units

1. Civic Centre car park, Adjacent to Ferrers Street



2. Frew Park – Adjacent to Penola Road



3. Visitor Centre – Adjacent to the Visitor Centre



4. Information Bay – Jubilee Highway East, Millicent Road



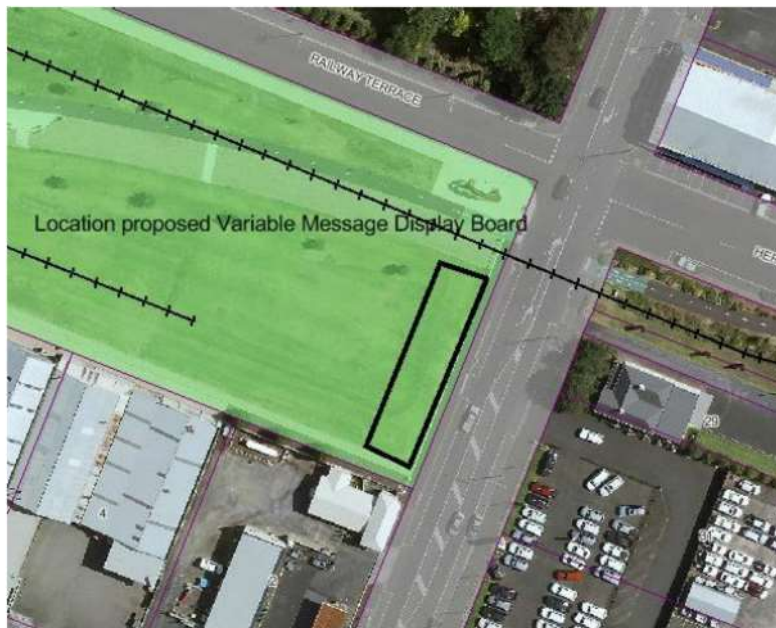
5. Crater Lakes – Round About



6. Information Bay – Jubilee Highway East (Adjacent Blue Lake Sports Park)



7. Railway land – Adjacent to Bay Road



8. Information Bay – Penola Road (Adjacent to Kalganyi Caravan Park)



7 URGENT MOTIONS WITHOUT NOTICE



8 CONFIDENTIAL ITEMS

8.1 PRESENTATION BY BEACH ENERGY – REPORT NO. AR20/8188

CONSIDERATION FOR EXCLUSION OF THE PUBLIC

Pursuant to section 90(2) of the *Local Government Act 1999* the Economic and Environment Committee orders that all members of the public, except Mayor L Martin, Councillors C Greco, K Amoroso, M Bruins, B Hood, P Jenner, S Mezinec, F Morello and S Perryman and Council Officers A Meddle, M McCarthy, J Nagy, N Serle and M Telford be excluded from attendance at the meeting for the receipt, discussion and consideration in confidence of Agenda Item 8.1 AR20/8188 Presentation by Beach Energy.

The Economic and Environment Committee is satisfied that, pursuant to section 90(3) (d) of the Act, the information to be received, discussed or considered in relation to the Agenda Item is:

- commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected:
 - to prejudice the commercial position of the person who supplied the information, or
 - to confer a commercial advantage on a third party

The Economic and Environment Committee is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because Future operational plans discussed which are in the planning stages.

CONSIDERATION FOR KEEPING ITEMS CONFIDENTIAL

1. In accordance with Sections 91(7) and 91(9) of the *Local Government Act 1999* the Council orders that the report 8.1 AR20/8188 Presentation by Beach Energy and its attachments, the discussion and the resolution/s and minutes arising from the report, having been considered by the Council in confidence under Section 90(2) & (3) (d) be kept confidential and not available for public inspection until After operational plans are released by Beach Energy.
2. Further that Council delegates the power to review, revoke, but not extension of the confidential order to the Chief Executive Officer in accordance with the provisions of Section 91(9)(c) of the *Local Government Act 1999*.

9 MEETING CLOSE



**MINUTES OF CITY OF MOUNT GAMBIER
ECONOMIC AND ENVIRONMENT COMMITTEE MEETING
HELD AT THE COUNCIL CHAMBER, CIVIC CENTRE, 10 WATSON TERRACE, MOUNT
GAMBIER
ON MONDAY, 13 JANUARY 2020 AT 5.36 P.M.**

PRESENT: Mayor Lynette Martin (OAM), Cr Christian Greco, Cr Kate Amoroso, Cr Max Bruins, Cr Ben Hood, Cr Frank Morello, Cr Steven Perryman

OFFICERS IN ATTENDANCE:	Chief Executive Officer	- Mr A Meddle
	General Manager Community Wellbeing	- Ms B Cernovskis
	General Manager City Infrastructure	- Mr N Serle
	General Manager City Growth	- Dr J Nagy
	Manager Development Services	- Mrs T Tzioutziouklaris
	Executive Administration Officer	- Mrs E Solly
	Executive Administration Officer	- Mrs F McGregor

1 ACKNOWLEDGEMENT OF COUNTRY

WE ACKNOWLEDGE THE BOANDIK PEOPLES AS THE TRADITIONAL CUSTODIANS OF THE LAND WHERE WE MEET TODAY. WE RESPECT THEIR SPIRITUAL RELATIONSHIP WITH THE LAND AND RECOGNISE THE DEEP FEELINGS OF ATTACHMENT OUR INDIGENOUS PEOPLES HAVE WITH THIS LAND.

2 APOLOGY(IES)

COMMITTEE RESOLUTION

Moved: Cr Christian Greco

Seconded: Mayor Lynette Martin

Moved the apologies from Cr Paul Jenner and Cr Sonya Meziniec be received.

CARRIED

3 CONFIRMATION OF MINUTES

COMMITTEE RESOLUTION

Moved: Cr Christian Greco

Seconded: Mayor Lynette Martin

That the minutes of the Economic and Environment Committee meeting held on 4 November 2019 be confirmed as an accurate record of the proceedings of the meeting.

CARRIED

4 QUESTIONS WITHOUT NOTICE

Nil



5 REPORTS

5.1 REQUEST FOR COMMUNITY PARTNERSHIP - PIONEERS BASKETBALL CLUB

COMMITTEE RESOLUTION

Moved: Cr Christian Greco

Seconded: Cr Ben Hood

1. That Economic and Environment Committee Report No. AR19/67142 titled 'Request for Community Partnership - Pioneers Basketball Club' as presented on 13 January 2020 be noted.
2. That Council financially support the Pioneers Basketball Club in the Basketball Victoria NBL1 competition as a Community Partner at \$25,000 p.a. for the 2020 and 2021 seasons to be paid as follows:
 - (a) a \$25,000 budget adjustment be made at Budget Review 3 for the 2020 season,
 - (b) an allocation of \$25,000 to GL6126.38.70 be included in 2020/21 budget for the 2021 season.
3. Council give delegation to the Chief Executive Officer, in consultation with the Mayor, for distribution of the tickets.

CARRIED

5.2 FRINGE FESTIVAL 2020 - TEMPORARY ROAD CLOSURES

COMMITTEE RESOLUTION

Moved: Cr Christian Greco

Seconded: Cr Kate Amoroso

1. That Economic and Environment Committee Report No. AR19/68758 titled 'Fringe Festival 2020 - Temporary Road Closures' as presented on 13 January 2020 be noted.

CARRIED

5.3 SMALL BUSINESS FRIENDLY COUNCIL INITIATIVE

COMMITTEE RESOLUTION

Moved: Cr Christian Greco

Seconded: Mayor Lynette Martin

1. That Economic and Environment Committee Report No. AR19/69249 titled 'Small Business Friendly Council Initiative' as presented on 13 January 2020 be noted.
2. That Council agreed to join the Small Business Friendly Council Initiative and that the Chief Executive Officer be authorised to complete the Charter between the Council and the Small Business Commissioner.

CARRIED



5.4 BLUE LAKE GOLF CLUB - REQUEST - PATHS AROUND THE LAKES

COMMITTEE RESOLUTION

Moved: Cr Christian Greco
Seconded: Cr Max Bruins

1. That Economic and Environment Committee Report No. AR19/70149 titled 'Blue Lake Golf Club - Request - Paths around the Lakes' as presented on 13 January 2020 be noted.
2. That the proposal for the pathways linkage project be referred to an activation of the Crater Lakes strategic workshop for consideration in the broader context of the Crater Lakes Conservation Management Plan.

CARRIED

5.5 COUNCIL ASSESSMENT PANEL - REVIEW OF TERMS OF REFERENCE

COMMITTEE RESOLUTION

Moved: Cr Christian Greco
Seconded: Cr Frank Morello

1. That Economic and Environment Committee Report No. AR20/22 titled 'Council Assessment Panel - Review of Terms of Reference' as presented on 13 January 2020 be noted.
2. The City of Mount Gambier Assessment Panel, Terms of Reference be amended as shown in **Attachment 1**.
3. The fees be amended as follows:
 - (a) The sitting fees for the ordinary meetings of the CAP be increased to:

i. Independent Presiding Member	\$350.00
ii. Other Independent Members	\$300.00
iii. Council Member appointees	\$300.00
iv. Council Officer appointees	Nil
 - (b) The sitting fees for a special meeting of the CAP or a meeting held by phone link be increased to:

i. Independent Presiding Member	\$100.00
ii. Other Independent Members	\$80.00
iii. Council Member appointees	\$80.00
iv. Council Officer appointees	Nil
 - (c) The travel reimbursement available to a member of the Council Development Assessment Panel who is not a resident of either the City of Mount Gambier or the District Council of Grant be as per the travel reimbursement rate as specified by the Australian Taxation Office.
 - (d) That a report be prepared for Council comparing City of Mount Gambier Council Assessment Panel allowances to other like Councils and the report be presented to Council at a future meeting.

CARRIED



6 URGENT MOTIONS WITHOUT NOTICE

Nil

7 MEETING CLOSE

The Meeting closed at 5.51 p.m.

The minutes of this meeting were confirmed at the Economic and Environment Committee held on 2 March 2020.

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PRESIDING MEMBER

