

8 February 2019

**MAYOR
COUNCILLORS
CITY OF MOUNT GAMBIER**

NOTICE is given that the Operational Standing Committee will meet in the following Meeting Room on the day, date and time as follows:

Operational Standing Committee
(Conference Room - Level 1):

Tuesday, 12 February, 2019 at **5:45 p.m.**

Please note the time of ordinary Operational Standing Committee meetings has been changed from 7.30 a.m. to 5.45 p.m. (the second Tuesday of each month) as per Council Resolution 13.8 at Council Meeting 18/12/2018

An agenda for the meeting is enclosed.



Mark McSHANE
CHIEF EXECUTIVE OFFICER

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AGENDA OF ORDINARY OPERATIONAL STANDING COMMITTEE MEETING

Meeting to be held in the Conference Room, Civic Centre, 10 Watson Terrace, Mount Gambier
on Tuesday, 12 February 2019 at 5:45 p.m.

PRESENT

Mayor Lynette Martin OAM

Cr Christian Greco (Presiding Member)

Cr Kate Amoroso

Cr Paul Jenner

Cr Steven Perryman

COUNCIL OFFICERS

General Manager Community Wellbeing

General Manager Council Business Services

General Manager City Growth

General Manager City Infrastructure

Manager Executive Administration

Executive Administration Officer

- Ms B Cernovskis

- Mrs P Lee

- Dr J Nagy

- Mr N Serle

- Mr M McCarthy

- Mrs F McGregor

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.

1. APOLOGY(IES)

Apology(ies) received from Cr

That the apology from Cr _____ be received.

Moved:

Seconded:

2. CONFIRMATION OF OPERATIONAL STANDING COMMITTEE MINUTES

Meeting held on 11 December 2018

That the minutes of the Operational Standing Committee meeting held on 11 December 2018 as attached be confirmed.

Moved:

Seconded:

3. QUESTIONS

3.1. With Notice

Nil submitted.

3.2. Without Notice

4. DEPUTATIONS

The Presiding Member has granted permission for a deputation from the Mount Gambier Bowls Club.



5. OPERATIONAL STANDING COMMITTEE REPORTS

Operational Standing Committee Reports commence on the following page.



5.1. Registration of Easement - Development Lot 702, Attamurra Estate - Report No. AR19/2314

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/2314
RM8 REFERENCE	DA16/122
AUTHOR	Jessica Porter
SUMMARY	This report recommends the registration of an easement over a road to be known as "Kooyonga Court", as shown on allotment 702 (Development Lot), for drainage purposes and in favour of the City of Mount Gambier.
COMMUNITY PLAN REFERENCE	Goal 2: Our Location

REPORT RECOMMENDATION

- (a) That Operational Standing Committee Report No. AR19/2314 titled '*Registration of Easement - Development Lot 702 Attamurra Estate, Kooyonga Court*' as presented to the Operational Standing Committee on 19 February 2019 be noted.
- (b) That consent be granted to register an easement on Lot 702 (Development Lot) in Certificate of Title Volume 6116 Folio 196 for drainage purposes in favour of the City of Mount Gambier.
- (c) The Mayor and the Chief Executive Officer be authorised to execute and affix the common seal of the City of Mount Gambier to any necessary documentation associated with resolution (b) of Operational Standing Committee Report No. AR19/2314.

Moved:

Seconded:



Background

Council has been approached by EMPAK Homes Pty Ltd to register an easement for drainage purposes, in favour of the City of Mount Gambier through part of a new road, to be known as "Kooyonga Court".

Discussion

This easement forms part of the Land Division - Community Title by Empak Homes as part of the Attamurra Golf Course development "Attamurra Fairway Estate". Upon completion the overall concept plan is for the creation of a 104 residential Community Title allotments. This land division is being undertaken in stages.

The attached plan (Attachment 1) identifies the affected area (shown Development Lot 702) and the location of the proposed easement (marked 'H') within the Development Lot.

The original purpose for this area of Development Lot 702 is for a road and this purpose will not be diminished by the drainage easement. A detailed stormwater drainage design has been completed and approved as part of the Attamurra Estate sub-division. As part of this design, the easement will allow for drainage into an adjacent stormwater retention basin.

Conclusion

Council authority is sought for the registration of a drainage easement on Allotment 702 (Development Lot) and the execution of all necessary documents by the affixation of the common seal of the City of Mount Gambier.

Attachments

[Attachment 1 \(PR19/433\): Amended Community Plan C27733](#)



Jessica PORTER
PLANNING OFFICER



Judy NAGY
GENERAL MANAGER, CITY GROWTH

16 January 2019
JLP



5.2. Mount Gambier Bowls Club - Vansittart Park - Proposed Canopy over 'B Green' Report No. AR19/4505

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/4505
RM8 REFERENCE	AF11/1452
AUTHOR	Michael McCarthy
SUMMARY	A report for considering the outcome of discussion with Mount Gambier Bowls Club on options for a proposed canopy over 'B Green' at Vansittart Park.
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
<p>(a) That Operational Standing Committee Report No. AR19/4505 titled '<i>Mount Gambier Bowls Club - Vansittart Park - Proposed Canopy over 'B Green'</i>' as presented to the Operational Standing Committee on 12 February 2019 be noted.</p> <p>(b) That - <i>to be determined at the meeting</i></p>

Moved:

Seconded:



Background

At the Council meeting held on 15 January 2019 Council considered Report No. AR19/390 in relation to a proposal for the construction of a canopy over 'B Green' at Vansittart Park by the Mount Gambier Bowls Club Inc. and resolved as follows:

- (a) *That Council Report No. AR19/390 titled 'Mount Gambier Bowls Club Inc. - Vansittart Park - Proposed Canopy over "B Green" as attached be noted.*
- (b) *Council support in principle the Mount Gambier Bowls Club's proposal to erect a shelter over B Green.*
- (c) *Council does not support the current plan.*
- (d) *Council invite Members of the club to the Operational Standing Committee in February to discuss options for a more suitable proposal that compliments the character of the area and a plan moving forward.*

A copy of Council Report No. AR19/390 is attached (Attachment 1).

Discussion

In accordance with the January 2019 Council resolution the Mount Gambier Bowls Club were invited to attend the February 2019 Operational Standing Committee meeting to discuss options for their proposal.

Conclusion

Having discussed options for the proposed construction of a canopy over 'B Green' at Vansittart Park with the Mount Gambier Bowls Club Inc. the outcome of discussion and appropriate recommendation may now be considered.

Attachments

[Attachment 1 \(AR19/390\): Report No. AR19/390 - Mount Gambier Bowls Club Inc. - Vansittart Park - Proposed Canopy over "B Green"](#)



Michael McCARTHY
MANAGER EXECUTIVE ADMINISTRATION



Pamela LEE
GENERAL MANAGER COUNCIL BUSINESS SERVICES

1 February 2019
MMcC



5.3. WIN TV John Watson Drive – Grant of Easement – Report No. AR19/4503

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/4503
RM8 REFERENCE	AR14/196
AUTHOR	Michael McCarthy
SUMMARY	A report for consideration of a grant of easement to WINTV over property located at John Watson Drive.
COMMUNITY PLAN REFERENCE	Goal 3: Our Diverse Economy

REPORT RECOMMENDATION
<p>(a) That Operational Standing Committee Report No. AR19/4503 titled '<i>WINTV John Watson Drive – Grant of Easement</i>' as presented to the Operational Standing Committee on 12 February 2019 be noted.</p> <p>(b) That - <i>to be determined at the meeting</i></p>

Moved:

Seconded:



Background

At the Council meeting held on 15 January 2019 Council considered Report No. AR18/49656 in relation to a proposed grant of easement in favour of the WIN TV site at John Watson Drive and resolved as follows:

(a) The matter be referred to Operational Services Standing Committee February Meeting.

A copy of Council Report No. AR18/49656 is attached (Attachment 1).

Discussion

In accordance with the January 2019 Council resolution the matter of the proposed grant of easement is now presented to the February 2019 Operational Standing Committee meeting for consideration.

Conclusion

Having considered the proposal for a grant of easement in favour of the WIN TV site at John Watson Drive an appropriate recommendation may now be considered.

Attachments

[*Attachment 1 \(AR18/49656\): Report - WIN TV John Watson Drive – Grant of Easement*](#)



Michael McCARTHY
MANAGER EXECUTIVE ADMINISTRATION



Pamela LEE
GENERAL MANAGER COUNCIL BUSINESS SERVICES

1 February 2019
MMcC



5.4. Pioneers Basketball Inc. – Update Report and Request for Assistance - Report No. AR19/4376

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/4376
RM8 REFERENCE	AR17/578
AUTHOR	Mark McShane
SUMMARY	The Pioneers have been a very successful Club representing Mount Gambier in the SEABL Basketball competition over many years. This report details a request for financial assistance.
COMMUNITY PLAN REFERENCE	Goal 1: Our People
	Goal 3: Our Diverse Economy

REPORT RECOMMENDATION
<p>(a) That Operational Standing Committee Report No. AR19/4376 titled 'Pioneers Basketball Inc. – Update Report and Request for Assistance' as attached be noted.</p> <p>(b) That a grant amount of \$7,000 be provided to Pioneers Basketball Club to assist them to enter the Adelaide Premier League and to establish a women's team.</p> <p>(c) That an acquittal of the grant be provided to Council documenting expenditure and outcomes.</p>

Moved:

Seconded:



Background

Councillors and the Mount Gambier community are aware of the challenges that faced the Pioneers Basketball Club in 2018 to remain in the South East Australian Basketball League.

Ultimately they were not successful and it appeared that they would not be able to continue and play as a club. The Pioneers have now been granted a one year licence only to play in the Adelaide Premier League with the future beyond 2019 unclear.

Over the recent past the Pioneers have been a very successful club winning premierships and attracting significant crowds to the Ice House during their 10 home games per year. Their success has cemented the Pioneers as a fixture in Mount Gambier, highlighting the region and its sporting focus. Pioneers also conduct annual school basketball clinics over several months with approximately 2 schools per week as well as junior training programs for the local Basketball Mount Gambier.

The Pioneers community involvement has recently included supporting and raising money for Lifechanger program providing life skills workshop for youth.

Discussion

Council has recently received correspondence from Tom Kosch, President Pioneers Basketball Club providing an update on the Club and competition and seeking financial support, particularly for legal costs incurred attempting to remain in the SEABL competition. The Club has provided copies of legal costs and the total costs as detailed in the letter has been verified.

Pioneers also have provided financial documents including financials for 2017/18 and budget forecast and actuals for 2018/19.

The Pioneers entry in the Adelaide Premier League will necessitate additional costs including the formation of the women's team and some additional temporary player facilities.

Conclusion

The Pioneers have been a very successful Club representing Mount Gambier in the SEABL over many years. Finding a new competition and achieving success is the challenge for 2019 and beyond. The creation and inclusion of a women's team as well as a men's team is a potential outcome. The Pioneers support for Basketball Mount Gambier and other groups in Mount Gambier has been noted. The Pioneers and their competition would benefit from the proposed Community and Recreation Hub, providing high level training and match facilities with adequate seating and excellent amenities including climate control. Rather than directing any possible financial support to assist with legal costs it is prudent that any support go towards the Pioneers entry into a new league and the formation of a women's team.

Council may note that grants and sponsorship provided to a range of sporting groups via the annual infrastructure fund (approximately \$70,000 per annum) and regular sponsorship to showjumping, swimming, regional basketball and also to non-sporting events. Council's 2018/19 budget includes a "new event" donation, grants and contribution contingency hence it is possible that, should the Council resolve as such, a small grant may not impact on the 2018/19 budget.



Alternatively, Council may consider a contribution during its 2019/20 budget deliberation noting that the budget will not be endorsed by Council until June 2019.

Attachments

Attachment 1 (AR19/3814): Update Report and Request for Assistance

Attachment 2 (AR19/4210): Treasurer's Statement

Attachment 3 (AR19/4210): Pioneers Budget and Trading Statement

Attachment 4 (AR19/4210): Pioneers Basketball Club Inc. Budget 2018/19



Mark McSHANE
CHIEF EXECUTIVE OFFICER

31 January 2019
FM



5.5. Schedule of Fees and Charges – 2019/2020 - Report No. AR19/4412

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/4412
RM8 REFERENCE	AF18/396
AUTHOR	Kahli Rolton
SUMMARY	Annual review of Council's Schedule of Fees and Charges for the 2019/2020 financial year.
COMMUNITY PLAN REFERENCE	Goal 3: Our Diverse Economy

REPORT RECOMMENDATION
<p>(a) That Operational Standing Committee Report No. AR19/4412 titled '<i>Schedule of Fees and Charges – 2019/2020</i>' as presented to the Operational Standing Committee on 12 February 2019 be noted.</p> <p>(b) That Council adopt all recommended of fees and charges identified in the "Schedule of Fees and Charges – 2019/2020" as presented in Operational Standing Committee Report AR19/4412 noting that:</p> <ul style="list-style-type: none"> (i) Other than those fees and charges that are identified as having specific commencement or review dates, all fees and charges in the "Schedule of Fees and Charges – 2019/2020" will come into effect on 1 July 2019. (ii) Council may see fit to amend any fee or charge as circumstances arise or change. (iii) Council Administration are authorised to update the "Schedule of Fees and Charges – 2019/2020" with any statutory fees and charges updates as referenced in the relevant Acts, without needing to return to Council for approval.

Moved:

Seconded:



Background

Section 188 of the Local Government Act (the Act) 1999 provides the authority for councils to impose fees and charges.

Section 188 further provides that:

(6) The Council must keep a list of fees and charges imposed under this section on public display (during ordinary office hours) at the principal office of the Council.

and

(7) If a Council fixes a fee or charge under this section, or varies a fee or charge under this section the Council must update the list of fees and charges and take reasonable steps to bring the fee or charge, or the variation of the fee or charge, to the notice of persons who may be affected.

The Fees and Charges are a one of a number of inputs to the Annual Business Plan and Budget (ABP&B). As part of the Integrated Planning and Budgeting Framework Council reviews and approves its Schedule of Fees and Charges annually prior to reviewing the Long Term Financial Plan, Infrastructure and Asset Management Plan and preparing the Draft ABP&B.

Discussion

Council has recently undertaken an annual review of fees and charges in preparation for the 2019/2020 Fees and Charges Register and drafting the 2019/2020 ABP&B.

In the interest of consistency across the local government sector, the SA Local Government Association (LGA) developed a standard template format (including the treatment of GST) for use by councils when preparing their schedule of fees and charges. The fees and charges review continues to adopt the model format recommended in the LGA guidelines.

Council's review of fees and charges for 2019/2020 has been completed having regard to the provisions of the Act as well as the LGA guidelines.

In completing the review for the 2019/2020 financial year, consideration has been given to:

- Council Policy - R200 Community Land (Reserves);
- The South Australian Local Government Price Index;
- Fees and charges published for the current financial year by a sample of Limestone Coast councils;
- Notification, where received, of increases in the cost of services/utilities for the next financial year;
- Actual movement, where known, in the cost of services/utilities during the current 2018/2019 financial year (e.g. utility expenses, fuel expenses);
- A previous Council resolution that 'where practical, Council endeavors to increase fees and charges, on an annual basis, by the ruling consumer price index percentage'.

There are a number of fees and charges that are statutory in nature and are not set by Council. Council records statutory fees and charges on the register to enable staff and members of the public access to one information source, rather than having to refer to various different Acts. At the time of preparing the draft fees and charges, the statutory charges for the 2019/2020 financial year had not been released by the various State Government departments. It is anticipated that updated



statutory charges will be known by 31 August 2019, at which point the Schedule of Fees and Charges – 2019/2020 will be updated accordingly.

Conclusion

It is recommended that the Schedule of Fees and Charges for 2019/2020 as recently reviewed and attached to this report, be considered by Council and adopted.

Attachment 1 (AR18/43530): Draft Schedule of Fees and Charges 2019/2020



Kahli ROLTON
MANAGEMENT ACCOUNTANT



Pamela LEE
GENERAL MANAGER COUNCIL BUSINESS SERVICES

31 January 2019
KR



5.6. Community Plan - Quarterly Summary KPI Report -December 2018 - Report No. AR19/4282

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/4282
RM8 REFERENCE	AF14/461
AUTHOR	Manager Development Services
SUMMARY	This report provides Council with the quarterly report to 31 December 2019 on the achievement of the Key Performance Indicators for the delivery of the Community Plan - The Futures Paper 2016-2020.
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
<p>(a) Operational Standing Committee Report No. AR18/4282 titled '<i>Community Plan - Quarterly Summary KPI Report - December, 2018</i>' as presented to the Operational Standing Committee on 12 February 2019 be noted.</p> <p>(b) The Community Plan Quarterly Summary KPI Report December 2019 be received and endorsed by Council.</p>

Moved:

Seconded:



Background

The Local Government Act 1999 (the Act) prescribes that councils must have a suite of Strategic Management Plans in place including:

- Strategic Plan (also referred to by some councils as a Community Plan)
- Long Term Financial Plan (LTFFP)
- Infrastructure and Asset Management Plan (IAMP)
- Annual Business Plan and Budget. (ABP&B).

Council's Community Plan 2016-2020, together with the Futures Paper are the key strategic guiding documents for Council; and are supported by the LTFFP, the IAMP and the ABP&B. Collectively, the suite of Strategic Management Plans identify the direction, strategies, infrastructure, services and facilities Council will provide for the Community. The Act requires LTFFPs and IAMPs to cover a minimum period of at ten years. Council's LTFFP and IAMP meet the requirements of the Act.

In addition to these Strategic Management Plans, Council has a number of other themed and supporting strategies (e.g. Youth Strategy, Digital Strategy, etc.) addressing particular areas of focus for Council. The themed and supporting strategies align in both direction and timeframes to Council's Community Plan and inform the allocation of Council resources and the delivery of assets, infrastructure and services to the Community.

Discussion

Key Performance Indicators (KPIs) have been developed to enable reporting on the Community Plan - The Futures Paper 2016-2020. Council endorsed the KPIs at its meeting held in July 2017. These KPI's provide information regarding the Council's administration's progress and delivery of the strategic objectives and projects identified within the Community Plan.

The KPI's aligned to the Community Plan are cascaded throughout the organisation using business unit plans and employee individual action plans. Alignment of plans throughout the organisation provide guidance to employees, business units and the organisation as a whole, in the delivery of the strategies, initiatives, projects and service aspirations contained within the Community Plan.

The Community Plan 2016-2020 was a significant departure from the previous strategic plan. Council undertook an extensive process to review services delivered and the organisational structure to ensure the aspirations identified in the Community Plan are delivered efficiently, effectively and sustainably.

The current Community Plan KPIs have been updated in Council's Performance Manager System, with reporting to Council on achievement and progress against the KPIs occurring quarterly. The Performance Manager System is a software program specifically designed to facilitate the management and reporting on KPIs.

Conclusion

This report provides the quarterly summary KPI report to 31 December 2018 on the achievement of the aspirations identified within the Community Plan 2016-2020.

Attachments

[Attachment 1 \(AR19/4275\): December 2018 Quarterly KPI Report - Community Plan](#)





Tracy TZIOUTZIOUKLARIS
MANAGER DEVELOPMENT SERVICES



Pamela LEE
GENERAL MANAGER COUNCIL BUSINESS SERVICES

30 January 2019
MTT



5.7. Works in Progress - City Infrastructure Report No. AR19/2979

COMMITTEE	Council
MEETING DATE:	12 February 2019
REPORT NO.	AR19/2979
RM8 REFERENCE	AF17/505
AUTHOR	Daryl Morgan
SUMMARY	Update of works that are currently being undertaken and/or completed by the City Infrastructure Department.
COMMUNITY PLAN REFERENCE	Goal 2: Our Location

REPORT RECOMMENDATION
(a) That Council Report No. AR19/2979 titled ' <i>Works in Progress - City Infrastructure</i> ' as presented to the Operational Standing Committee on 12 February 2019 be noted.

Moved:

Seconded



Background

Works in progress and works completed are reported on a monthly basis to Council as part of the governance process to ensure planned and budgeted infrastructure works are completed in a timely manner.

Discussion

The following projects have field work currently in progress:

Commenced Tasks	% Completed
• Landfill Cell 3C construction	50%
• Rail Trail shared path construction (Jub Hwy West to Wandilo Rd)	20%
• Frew Park RV car park and dump point construction	10%
• O'Halloran Tce footpath Construction	10%
• Hay Dr Bridge removal & road construction	30%
• Road reseal program	5%

Completed Tasks

- Willow Ave – Mulga St Car park alterations
- Argyle Place road reconstruction
- Bus Shelter Renewal program

Conclusion


It is recommended that this report be received and noted for information by Council.

Attachments

Nil



Daryl MORGAN
MANAGER ENGINEERING DESIGN & CONTRACTS



Nick SERLE
GENERAL MANAGER CITY INFRASTRUCTURE

30 January 2019
DM



5.8. On Street Parking – Jubilee Hwy East – Attamurra Rd – Implementation of No Stopping Zones

COMMITTEE	Operational Standing Committee
MEETING DATE:	12 February 2019
REPORT NO.	AR19/2976
RM8 REFERENCE	AF17/505
AUTHOR	Daryl Morgan
SUMMARY	Installation of no stopping zones on Jubilee Hwy East near Attamurra Rd intersection
COMMUNITY REFERENCE	PLAN Goal 1: Our People

REPORT RECOMMENDATION	
<p>(a) That Operational Standing Committee Report No. AR19/2976 titled ‘On street parking – Jubilee Hwy East – Attamurra Rd – Installation of no stopping zones’ as presented to the Operational Standing Committee on 12 February 2019 be noted.</p> <p>(b) The Traffic Impact Statement attached to the Operational Standing Committee Report be endorsed by Council;</p> <p>(c) The City of Mount Gambier, pursuant to Ministerial delegation resolves the following:</p> <p style="text-align: center;">Prohibited Area NO STOPPING 1.1.504</p> <p style="text-align: center;">JUBILEE HIGHWAY EAST (NORTHERN HALF) -78 metres west of the intersection with Attamurra Road</p> <p style="text-align: center;">Prohibited Area NO STOPPING 1.1.505</p> <p style="text-align: center;">JUBILEE HIGHWAY EAST (NORTHERN HALF)-66 metres east of the intersection with Attamurra Road</p> <p style="text-align: center;">To be effective on the installation of appropriate signage</p>	

Moved:

Seconded



Background

Council Officers have been observing the parking arrangements at Jubilee Hwy East – Attamurra Rd intersection since the opening of the McDonalds Store adjacent to this junction, for the purposes of ensuring the intersection continues to be negotiated safely by motorists.

These observations have confirmed the parking of larger vehicles (both semi trailers and caravans) is occurring on the northern side of Jubilee Hwy (both adjacent to the McDonalds store and west of Attamurra Rd) which is causing restricted sight distance for vehicles exiting at Attamurra Rd and the exit point of the McDonalds car park.

Council has also received complaints from motorists regarding this matter.

Discussion

Council Officers have also consulted with the Department of Transport (DPTI) over this matter and whilst parking on DPTI roads is a Council matter, DPTI officers have confirmed the need to maintain safe intersection sight distances at major road junctions. Consequently, DPTI are suggesting the implementation of parking restrictions along Jubilee Hwy as necessary to establish safe intersection sight lines.

As a result, the attached parking restrictions are required to ensure there is sufficient sight distance for motorists to enter Jubilee Hwy traffic stream from Attamurra Rd.

Note, there is already a no stopping arrangement adjacent to the McDonalds Store on Jubilee Hwy (which was installed at the time of the construction of the store) although there appears to be no formal council resolution for the establishment of this arrangement. Accordingly, this zone will be included with this resolution to ensure the zone can be enforced by Council Officers.

Note, there is no need for establishment of any parking restrictions on Attamurra Rd as there already exists a resolved “no parking” zone on the east side of Attamurra Rd from Jubilee Hwy to the north of the Skate park. This zone leaves sufficient road width for parking along the west side of Attamurra Rd and also for two lanes of traffic.

Conclusion

It is recommended that Council establishes “No stopping zones on Jubilee Hwy East (north side) on either side of the intersection of Attamurra Rd for the purpose of improving traffic safety.

Attachments


[Attachment 1 \(AR19/2974\): Plan layout of No stopping zones](#)

[Attachment 2 \(AR19/2975\): Traffic Impact Statement](#)





Daryl MORGAN
MANAGER ENGINEERING – DESIGN & CONTRACTS



Nick SERLE
GENERAL MANAGER CITY INFRASTRUCTURE

22 January 2019
DM



6. MOTION(S) - With Notice

6.1. INFRASTRUCTURE – Liaison - SA Power Networks (formerly ETSA) Utilities Liaison Ref. AF11/2545

Cr Jenner gave notice that he intended to move the following motion:

MOTION	
(a)	Council notes the extensive damage done to street trees as a result of recent pruning undertaken by SA Power Networks.
(b)	Council write to SA Power networks expressing its disappointment in the contractors performance and the severe pruning which has diminished the amenity and visual appearance of Mount Gambier street.
(c)	Mrs Alexandra Lewis, Stakeholder Engagement Lead from SA Power Networks, be invited to attend a future meeting of the Operational Standing Committee of the Corporation of the City of Mount Gambier to discuss how street tree pruning can be better managed in future rounds of their pruning program.
(d)	The General Manager of Infrastructure prepare a presentation (including photos) for the meeting with Mrs Lewis.

Moved:

Seconded:

6.2. FINANCIAL MANAGEMENT – Budgeting - Annual Budget Preparation - 2018/2019 Financial Year Ref. AF18/108

Cr Jenner gave notice that he intended to move the following motion:

MOTION	
(a)	Council notes that the total budget for employees in the 2018/19 budget shows an increase of approximately \$1,000,000.00 (one million dollars) more than the 2017/18 actual figures.
(b)	Council notes that the total budget for contracts (and other associated items) in the 2018/19 budget shows an increase of approximately \$1,000,000.00 (one million dollars) more than the 2017/18 actual figures.
(c)	The CEO prepare a detailed and itemised report of spending in the last four years of these budget line items in order to show <ol style="list-style-type: none">i. Where council employee costs have altered and why;ii. Where contractor costs have altered and why;iii. Which additional positions have been created or made redundant;iv. Any other relevant matters



Moved:

Seconded:

6.3. INFRASTRUCTURE - Advice - Power Line Environment Committee (PLEC) Circulars and Advice Ref. AF/1196

Cr Jenner gave notice that he intended to move the following motion:

MOTION
(a) The General Manager of Infrastructure prepare a report for the Operational Standing Committee of the Corporation of the City of Mount Gambier for a five stage plan within the City of Mount Gambier for the Power Line Environment Committee 'PLEC' Scheme.
(b) Said plan to be costed and presented to the Operational Standing Committee at its March meeting so that it can be considered as part of the 2019/20 budget process.
(c) The PLEC committee be invited to meet with the Operational Standing Committee, and undertake an inspection of proposed stages identified in the said report.

Moved:

Seconded:

6.4. GOVERNANCE - Committees - Standing Committee - Operational Committee Ref. AF11/867

Cr Jenner gave notice that he intended to move the following motion:

MOTION
(a) The General Manager of Infrastructure prepare a report for the Operational Standing Committee of the Corporation of the City of Mount Gambier outlining: <ul style="list-style-type: none">i. Personnel deficits within the Infrastructure Department of Council;ii. Areas where costs may be reduced by having work undertaken by Council work crews rather than by contractors;iii. Areas where operations may be made more streamlined, efficient or practical by reallocating resources from other departments to the Infrastructure Department.

Moved:

Seconded:

7. MOTION(S) - Without Notice



8. CONFIDENTIAL ITEMS

8.1. Consideration for Exclusion of the Public

Item No. 8.2

The following Agenda Item be received, discussed and considered in confidence by excluding the public pursuant to Section 90(2) of the Local Government Act 1999, and an order be made that the public (with the exception of Mayor Martin, Cr Greco , Cr Amoroso, Cr Jenner, Cr Perryman, and Council Staff B Cernovskis, P Lee, J Nagy, N Serle and F McGregor) be excluded from the meeting in order for the Agenda Item “Sale of Land for non-payment of Rates – Report No AR19/2015” to be considered in confidence.

The Council is satisfied that, pursuant to Section 90(3)(a) of the Act the information to be received, discussed or considered in relation to this Agenda Item is:

Information the disclosure of which would involve the unreasonable disclosure of Information concerning the personal affairs of any person (living or dead), being information regarding the property of a ratepayer that Council is proposing to commence a sale process in accordance with Section 184 of the Act for the non-payment of rates.

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances by the need to keep the personal financial information and discussion confidential whilst the matter is being settled.

Item No.	Subject Matter	S90(3) Grounds
8.2	Sale of land for non-payment of Rates - Report No. AR19/2015	(a)

Moved:

Seconded:



8.4. Consideration for Exclusion of the Public

Item No. 8.5

The following Agenda Item be received, discussed and considered in confidence by excluding the public pursuant to Section 90(2) of the Local Government Act 1999, and an order be made that the public (with the exception of Mayor Martin, Cr Greco , Cr Amoroso, Cr Jenner, Cr Perryman, and Council Staff B Cernovskis, P Lee, J Nagy, N Serle and F McGregor) be excluded from the meeting in order for the Agenda Item “Sale of Land for non-payment of Rates – Report No AR19/2005” to be considered in confidence.

The Council is satisfied that, pursuant to Section 90(3)(a) of the Act the information to be received, discussed or considered in relation to this Agenda Item is:

Information the disclosure of which would involve the unreasonable disclosure of Information concerning the personal affairs of any person (living or dead), being information regarding the property of a ratepayer that Council is proposing to commence a sale process in accordance with Section 184 of the Act for the non-payment of rates.

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances by the need to keep the personal financial information and discussion confidential whilst the matter is being settled.

Item No.	Subject Matter	S90(3) Grounds
8.5	Sale of land for non-payment of Rates - Report No. AR19/2005	(a)

Moved:

Seconded:



8.7. Consideration for Exclusion of the Public

Item No. 8.8

The following Agenda Item be received, discussed and considered in confidence by excluding the public pursuant to Section 90(2) of the Local Government Act 1999, and an order be made that the public (with the exception of Mayor Martin, Cr Greco , Cr Amoroso, Cr Jenner, Cr Perryman, and Council Staff B Cernovskis, P Lee, J Nagy, N Serle and F McGregor) be excluded from the meeting in order for the Agenda Item (Illegal development - Mr RKH Pearson (Amberich Pty Ltd)) to be considered in confidence.

The Operational Standing Committee is satisfied that, pursuant to section 90(3)(a) of the Act the information to be received, discussed or considered in relation to this Agenda Item is information the disclosure of which would involve the unreasonable disclosure of:

Information concerning the personal affairs of any person (living or dead), which could reasonably be expected to prejudice the maintenance of law, including by affecting (or potentially affecting) the prevention, detection or investigation of a criminal offence or the right to a fair trial.

The Council is satisfied that the information to be received, discussed or considered in relation to this item is information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of the occupier of the property.

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances as the matter is personal to the occupier of the property.

Item No.	Subject Matter	S90(3) Grounds
8.8	Illegal Development – Mr RKH Pearson (Amberich Pty Ltd) - Report No. AR19/4134	(a)(f)

Moved:

Seconded:

Meeting closed at p.m.

AR19/5678



9. REPORT ATTACHMENTS



5. OPERATIONAL STANDING COMMITTEE REPORTS

5.1. Operational Standing Committee Presiding Member - Report No. AR18/49396

COMMITTEE RECOMMENDATION
<p>(a) That Operational Standing Committee Report No. AR18/49396 titled '<i>Operational Standing Committee Presiding Member</i>' as presented to the Operational Standing Committee on 11 December 2018 be noted.</p> <p>(b) The term of office for the position of Operational Standing Committee Presiding Member be 2 year(s).</p> <p>(c) That Cr Greco be the Presiding Member of the Operational Standing Committee on and from 11 December 2018 subject to endorsement by Council.</p>

Moved: Cr Jenner

Seconded: Cr Amoroso

Carried

5.2. Operational Standing Committee Ordinary Meeting Day and Time - Report No. AR18/49394

COMMITTEE RECOMMENDATION
<p>(a) That Operational Standing Committee Report No. AR18/49394 titled '<i>Operational Standing Committee Ordinary Meeting Day/Time</i>' as presented to the Strategic Standing Committee on 11 December 2018 be noted.</p> <p>(b) That the Operational Standing Committee hold ordinary meetings on the Tuesday in the week preceding each monthly Council meeting commencing at 5:45 pm in the Civic Centre, 10 Watson Terrace, Mount Gambier.</p> <p>(c) That ordinary meetings in accordance with resolution (b) commence in February 2019.</p>

Moved: Cr Perryman

Seconded: Cr Amoroso

Carried



5.3. Operational Standing Committee Review of Terms of Reference - Report No. AR18/49395

COMMITTEE RECOMMENDATION

- (a) That Operational Standing Committee Report No. AR18/49395 titled '*Operational Standing Committee – Review of Terms of Reference*' as presented to the Operational Standing Committee on 11 December 2018 be noted.
- (b) That the Operational Standing Committee Terms of Reference be adopted as attached to Operational Standing Committee Report No. AR18/49395 with the following alterations:
 - That presiding member appointment be for a 2 year term.

Moved: Cr Greco

Seconded: Cr Perryman

Carried

5.4. Works in Progress - City Infrastructure - Report No. AR18/44529

COMMITTEE RECOMMENDATION

- (a) That Operational Standing Committee Report No. AR18/44529 titled '*Works in Progress - City Infrastructure*' as presented to the Operational Standing Committee on 11 December 2018 be noted.

Moved: Cr Greco

Seconded: Cr Jenner

Carried

5.5. Caroline Landfill leachate disposal - Vetiver grass trial - Report No. AR18/44529

COMMITTEE RECOMMENDATION

- (a) That Operational Standing Committee Report No. AR18/49403 titled '*Caroline Landfill leachate disposal – Vetiver grass trial*' as presented to the Operational Standing Committee on 11 December 2018 be noted.
- (b) Council Officers continue to regularly report to Council on the progress and outcomes of the trial.

Moved: Cr Greco

Seconded: Cr Jenner

Carried



5.6. Sport and Recreation Major Capital Works Program 2018/2019 - Report No. AR18/50206

COMMITTEE RECOMMENDATION																											
<p>(a) That Operational Standing Committee Report No. AR18/50206 titled '<i>Sport and Recreation Major Capital Works Program 2018/19</i>' as presented to the Operational Standing Committee on 11 December 2018 be noted.</p> <p>(b) That \$70,000 be endorsed for distribution for the 2018/2019 Sport and Recreation Major Capital Works Program as follows:</p> <table border="1"> <thead> <tr> <th><u>Applicant</u></th> <th><u>Priority (Score)</u></th> <th><u>Requested</u></th> <th><u>Approved</u></th> </tr> </thead> <tbody> <tr> <td>South Gambier Netball Club Association</td> <td>1</td> <td>\$30,000</td> <td>\$27,000</td> </tr> <tr> <td>Blue Lake Sports Club Incorporated</td> <td>2</td> <td>\$20,625</td> <td>\$17,000</td> </tr> <tr> <td>South Gambier Football Club</td> <td>3</td> <td>\$50,000</td> <td>\$15,500</td> </tr> <tr> <td>Mount Gambier and Districts Baseball League</td> <td>4</td> <td>\$10,980</td> <td>\$10,500</td> </tr> <tr> <td></td> <td></td> <td>\$111,605</td> <td>\$70,000</td> </tr> </tbody> </table>				<u>Applicant</u>	<u>Priority (Score)</u>	<u>Requested</u>	<u>Approved</u>	South Gambier Netball Club Association	1	\$30,000	\$27,000	Blue Lake Sports Club Incorporated	2	\$20,625	\$17,000	South Gambier Football Club	3	\$50,000	\$15,500	Mount Gambier and Districts Baseball League	4	\$10,980	\$10,500			\$111,605	\$70,000
<u>Applicant</u>	<u>Priority (Score)</u>	<u>Requested</u>	<u>Approved</u>																								
South Gambier Netball Club Association	1	\$30,000	\$27,000																								
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Mount Gambier and Districts Baseball League	4	\$10,980	\$10,500																								
		\$111,605	\$70,000																								
<p>(c) All applicants be notified accordingly, advising that the provision and acquittal of these grant funds will always be subject to:</p> <ul style="list-style-type: none"> • all necessary land holder and development approvals being obtained; and • all works being completed in accordance with all relevant legislative and compliance standards. 																											

Moved: Cr Jenner

Seconded: Cr Amoroso

Carried

5.7. Heritage Advisor role in Development Applications - Report No. AR18/41818

COMMITTEE RECOMMENDATION
<p>(a) That Operational Standing Committee Report No. AR18/41818 titled '<i>Heritage Advisor role in Development Applications</i>' as presented to the Operational Standing Committee on 11 December 2018 be noted.</p> <p>(b) That a copy of this report be provided to all members of the Council Assessment Panel.</p>

Moved: Cr Perryman

Seconded: Cr Jenner

Carried



5.8. 2018/2019 Local Heritage Restoration Fund - Report No. AR18/49881**COMMITTEE RECOMMENDATION**

- (a) That Operational Standing Committee Report titled '2018/2019 Heritage Restoration Fund' as presented be noted.
- (b) That the Heritage Restoration Fund Grants for 2018/2019 be endorsed as follows:

APPLICANT	RECOMMENDED VALUE OF GRANT
Adrian & Tracy Koop	\$1,500
Darren & Tanya Coxon	\$1,500
Ryan & Kirsty Turner	\$2,000
Mount Gambier Club Inc.	\$2,000
Kiri Fleming	\$2,000
Georgina Jones	\$700
Jo & David Glover	\$500
Darren & Yvette Sims	\$2,500
Kathryn Zvirgzdins	\$800
John & Wendy Pocock	\$500
John William Ancell & Raspati Suciati Louis	\$2,000
George Haskas	\$800
Fiona Smith	\$500
Margaret Kaethner	\$2,000
Joe & Sue Clements	\$700
TOTAL	\$20,000

Moved: Cr Greco

Seconded: Cr Perryman

Carried

5.9. Quarter One Budget Review for the financial year ending 30 June 2019 - Report No. AR18/48619**COMMITTEE RECOMMENDATION**

- (a) That Operational Standing Committee Report No. AR18/48619 titled '*Quarter One Budget Review for Financial Year Ending 30 June 2019*' as presented to the Operational Standing Committee on 11 December 2018 be noted.
- (b) That the Quarter One Budget Review (BR1) be adopted for the financial year 1 July 2018 to 30 June 2019 as detailed in Attachment 1 of the report titled '*Quarter One Budget Review for the Financial Year Ending 30 June 2019*' which reflects a \$328,000 forecast operating surplus representing no net change from the Original Budget forecast operating surplus.

Moved: Cr Greco

Seconded: Cr Jenner

Carried



5.10. Great Victorian Bike Ride 2019 - Report No. AR18/49986

COMMITTEE RECOMMENDATION

- (a) That Operational Standing Committee Report No. AR18/49986 titled '*Great Victorian Bike Ride 2019*' as presented to the Operational Standing Committee on 11 December 2018 be noted.
- (b) That Council approve the allocation of \$12,000 cash sponsorship and up to the value of \$5,000 in kind for the 2019 Great Victorian Bike Ride, conditional upon the proponents obtaining all necessary funds and approvals from the relevant authority.
- (c) Funding to be allocated to account number 6350.0038.70 in the 2019/20 budget.

Moved: Cr Jenner

Seconded: Cr Greco

Carried

6. MOTION(S) - With Notice

Nil submitted.

7. MOTION(S) - Without Notice

Nil submitted.

Meeting closed at 6:09 p.m.

AR18/51241


CONFIRMED THIS

DAY OF

2018

.....
PRESIDING MEMBER



PURPOSE: PRIMARY COMMUNITY MAP REF: 7022/34/H, 7022/34/A LAST PLAN: D91880	AREA NAME: WORROLONG COUNCIL: CITY OF MOUNT GAMBIER DEVELOPMENT NO: 381/C026/13/001/43808, 381/C029/11/002/39310, 381/C029/11/001/35617, 381/C026/13/002, 381/C001/16/001	APPROVED: DEPOSITED: PAUL GRAHAM 21/10/2013	 <h2 style="margin: 0;">C27733</h2> <p style="margin: 0;">SUBSTITUTE SHEET SHEET 1 OF 7</p> <p style="font-size: small; margin: 0;">62958_text_01_v18_Version_18</p>
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AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099 AGENT CODE: ALSY REFERENCE: G000113LTO6A(B)	SURVEYORS CERTIFICATION:
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SUBJECT TITLE DETAILS:									
PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6116	196		ALLOTMENT(S)	520	D	91880 GAMBIER		SECTION 1101
OTHER TITLES AFFECTED: CT 5657/643 , CT 6093/34 , CT 6124/883 , CT 6124/884 , CT 6124/905 , CT 6124/910 , CT 6150/313 , CT 6124/906 , CT 6173/130 , CT 6173/131									

EASEMENT DETAILS:								
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION	
EXTINGUISH	608 (ST ANDREWS DRIVE), 612 (ST ANDREWS DRIVE)	SERVICE	EASEMENT(S)	C IN C27733	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA	✓
EXTINGUISH	608 (ST ANDREWS DRIVE), 612 (ST ANDREWS DRIVE)	SERVICE	EASEMENT(S)	C IN C27733	FOR WATER SUPPLY PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA	✓
EXTINGUISH	608 (ST ANDREWS DRIVE)	SHORT	EASEMENT(S)	D IN C27733	FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	ACT 12004022	
EXTINGUISH	608 (ST ANDREWS DRIVE)	LONG	EASEMENT(S)	D IN C27733		ENVESTRA (SA) LTD.	ACT 12004022	
EXTINGUISH	613 (ST ANDREWS DRIVE)	SERVICE	EASEMENT(S)	G IN C27733	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION	223LG RPA	✓



C27733

SUBSTITUTE SHEET
SHEET 2 OF 7

62958_text_01_v18_Version_18

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION
EXTINGUISH	613 (ST ANDREWS DRIVE)	SERVICE	EASEMENT(S)	G IN C27733	FOR WATER SUPPLY PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	8.37.610(RESERVE). DEV LOT 701	SERVICE	EASEMENT(S)	A	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	46. 607(RESERVE). DEV LOT 702. (C2)	SERVICE	EASEMENT(S) ✓ <i>section 31</i>	B(T/F)	FOR ELECTRICITY SUPPLY PURPOSES	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA
NEW	1000 IN D110626	SERVICE	EASEMENT(S)	C	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	1000 IN D110626	SERVICE	EASEMENT(S)	C	FOR WATER SUPPLY PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	605 (WALKWAY)	SERVICE	EASEMENT(S)	E	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	605 (WALKWAY)	SERVICE	EASEMENT(S)	E	FOR WATER SUPPLY PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	DEV LOT 702	SERVICE	EASEMENT(S)	F	FOR SEWERAGE PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	DEV LOT 702	SERVICE	EASEMENT(S)	H	FOR WATER SUPPLY PURPOSES	SOUTH AUSTRALIAN WATER CORPORATION ✓	223LG RPA
NEW	DEV LOT 702	SERVICE	EASEMENT(S)	H	FOR DRAINAGE PURPOSES	THE COUNCIL FOR THE AREA ✓	223LG RPA
NEW	DEV LOT 702	SHORT	EASEMENT(S)	J	FOR THE TRANSMISSION OF ELECTRICITY BY UNDERGROUND CABLE	DISTRIBUTION LESSOR CORPORATION (SUBJECT TO LEASE 8890000)	223LG RPA
NEW	DEV LOT 702	SHORT	EASEMENT(S)	J	FOR GAS SUPPLY PURPOSES	AUSTRALIAN GAS NETWORKS (SA) LTD.	

ANNOTATIONS: THE COMMON PROPERTY IS DESIGNATED (C1) AND (C2) FOR LAND INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE A LEGAL IDENTIFIER FOR THE COMMON PROPERTY
 THE SERVICE INFRASTRUCTURE WAS NOT IN PLACE AS AT 26 / 11 / 2012
 EASEMENTS C, D, E AFFECTED BY AP 12206311
 EASEMENT C & G AFFECTED BY AP 12475071

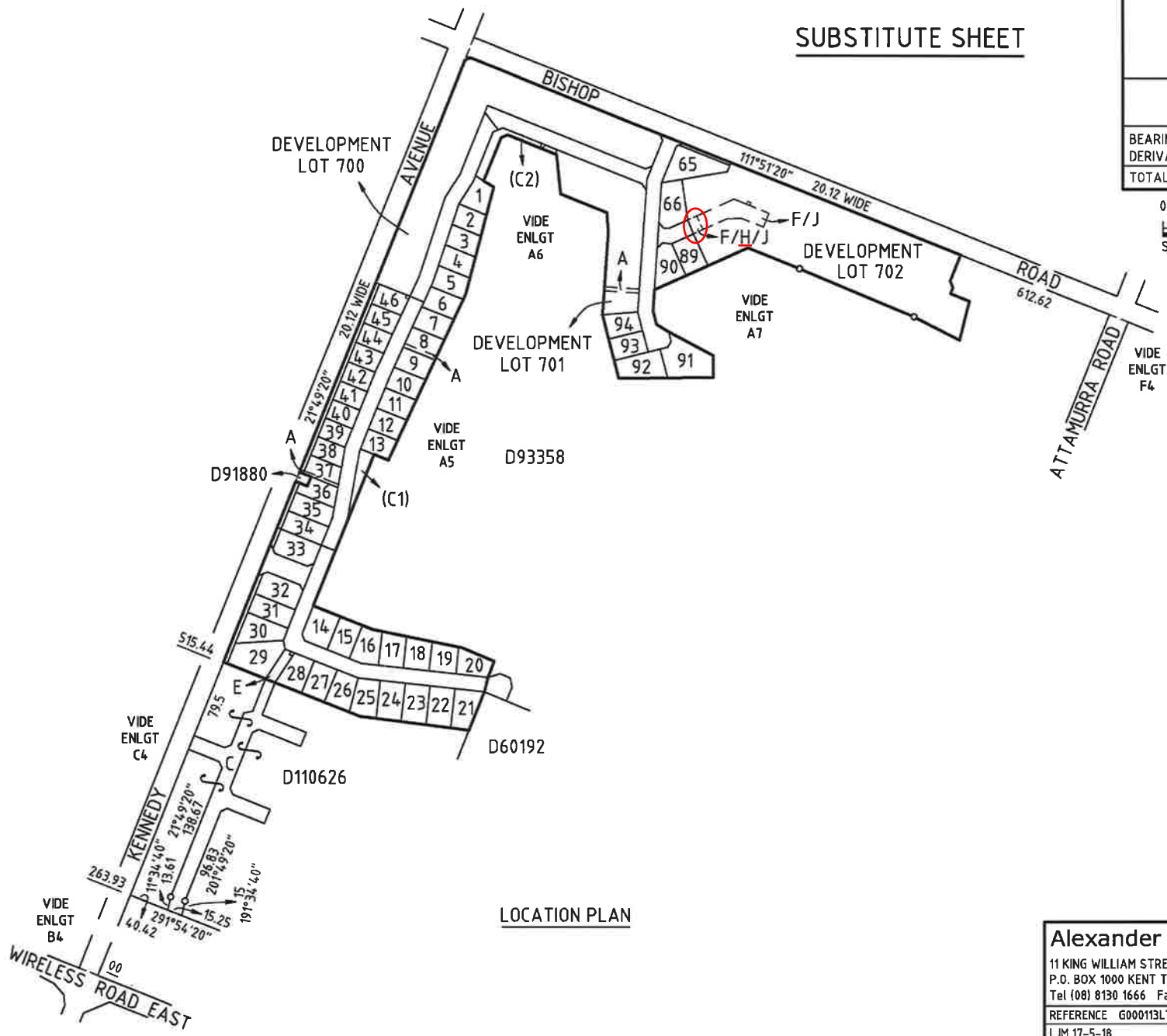
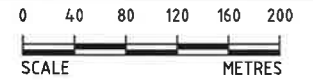
SUBSTITUTE SHEET

C27733

SHEET 3 OF 7

62958_pland_1_V07

BEARING DATUM: MGA 94 ZONE 54
 DERIVATION: PSM 7022/2379 - 7022/1010
 TOTAL AREA: 11.29 ha



LOCATION PLAN

Alexander & Symonds Pty.Ltd.
 11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE G000113LT06A(B)
 LJM 17-5-18

REFERENCE MARKS

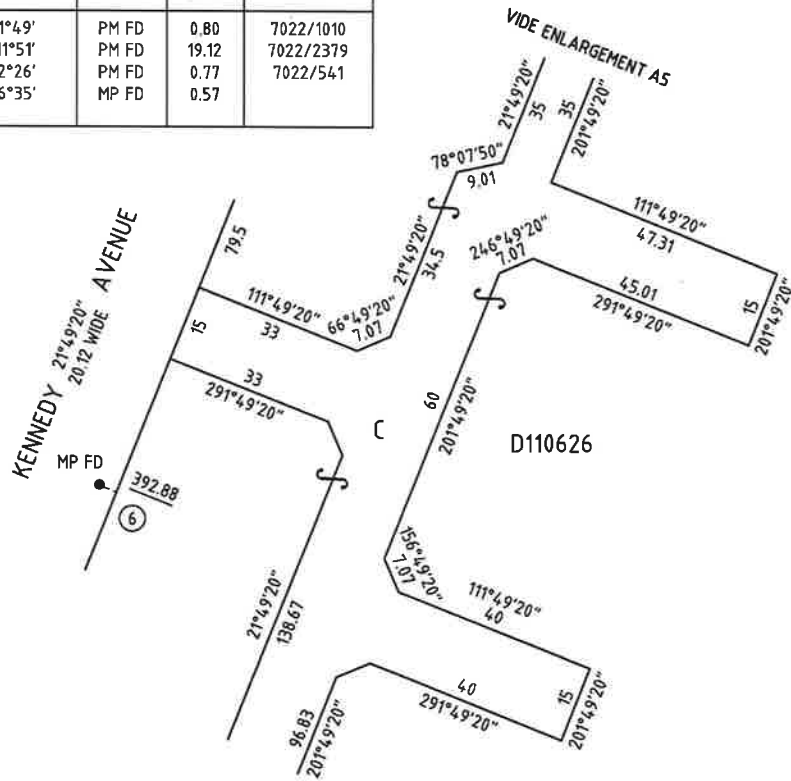
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SUBSTITUTE SHEET

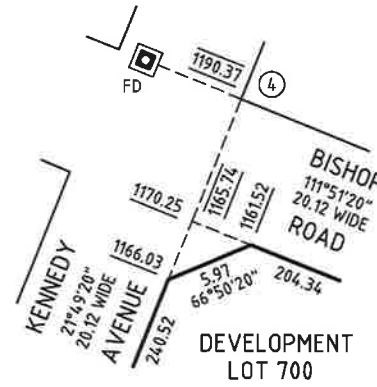
C27733

SHEET 4 OF 7

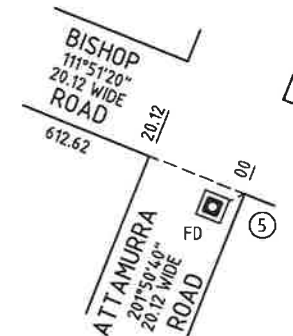
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ENLARGEMENT C4
NOT TO SCALE



ENLARGEMENT D4
NOT TO SCALE



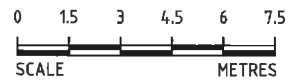
ENLARGEMENT F4
NOT TO SCALE



ENLARGEMENT B4
NOT TO SCALE



ENLARGEMENT G4



Alexander & Symonds Pty.Ltd.

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Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE G00013LTD06A(B)

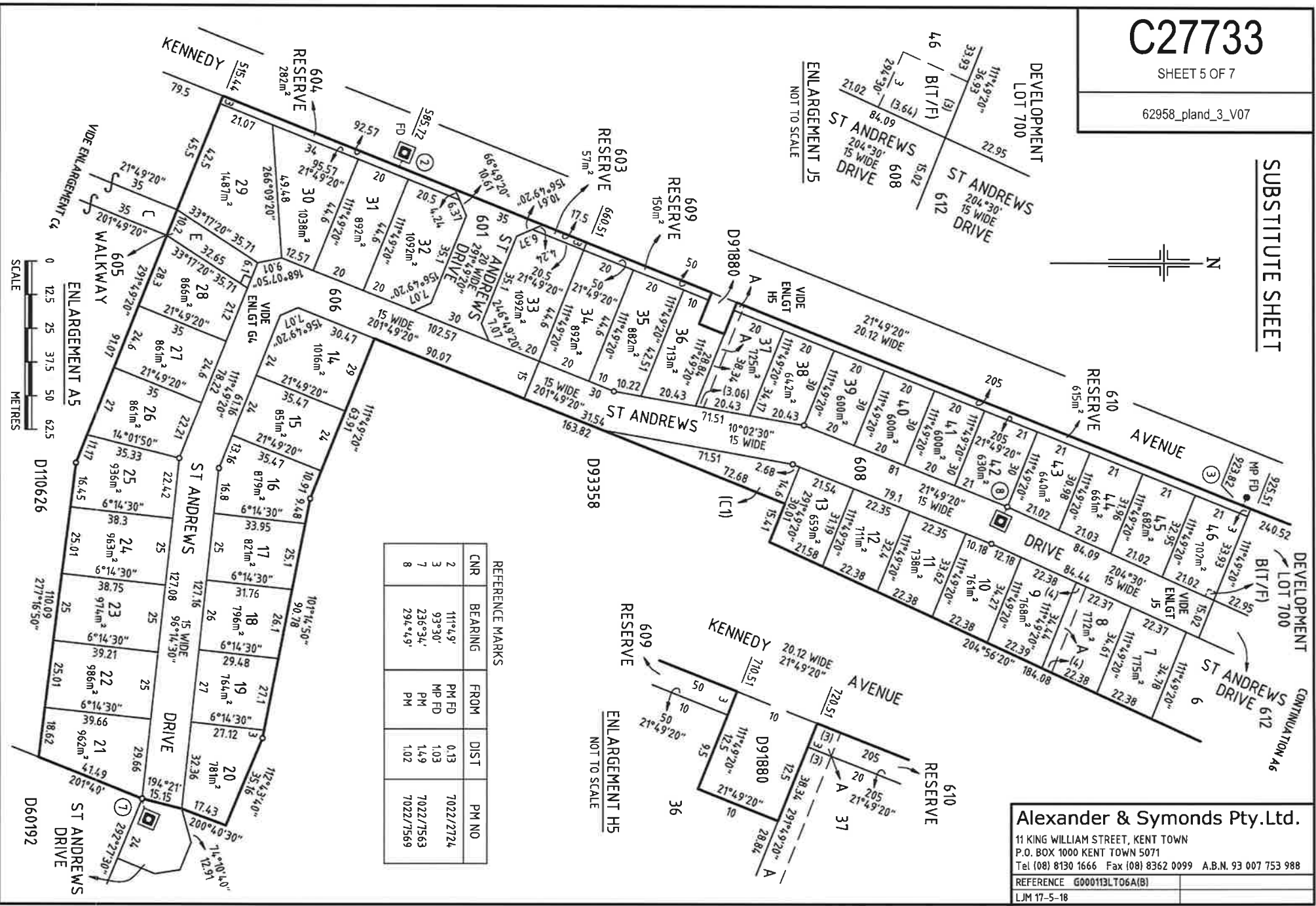
LJM 17-5-18

C27733

SHEET 5 OF 7

62958_pland_3_V07

SUBSTITUTE SHEET



REFERENCE MARKS

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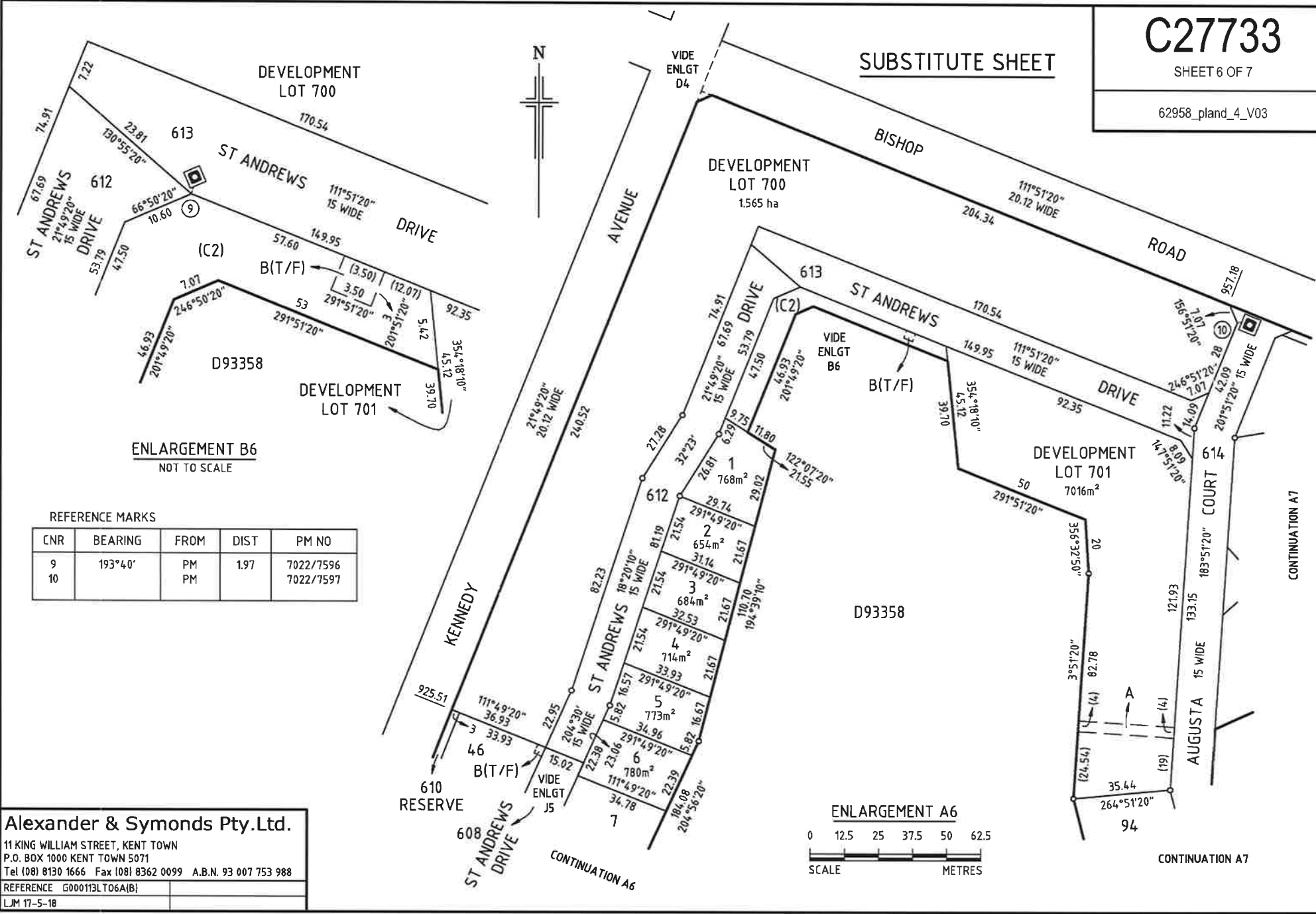
Alexander & Symonds Pty.Ltd.
 11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE G000113LT06A(8)
 LJM 17-5-18

C27733

SHEET 6 OF 7

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SUBSTITUTE SHEET

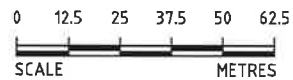


ENLARGEMENT B6
NOT TO SCALE

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
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10		PM		7022/7597

ENLARGEMENT A6



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 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE G000113LTO6A(B)
 LJM 17-5-18

REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
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C27733

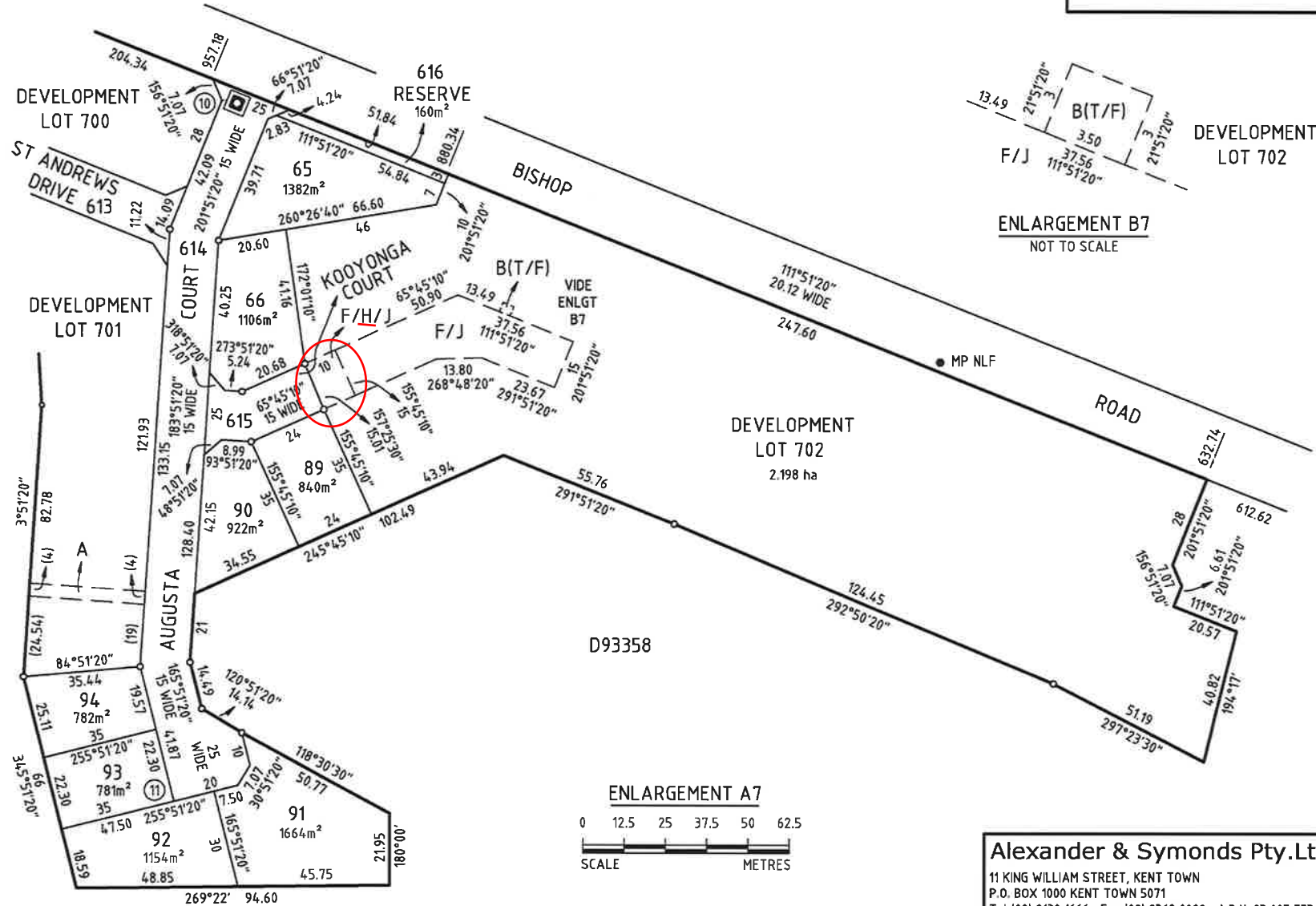
SHEET 7 OF 7

62958_pland_5_V01

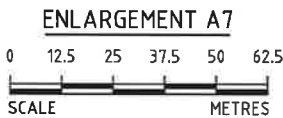
SUBSTITUTE SHEET



CONTINUATION A6



D93358



Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE G000113LT06A(B)
 LJM 17-5-18



COUNCIL RESOLUTION 15 JANUARY 2019

14.6. Mount Gambier Bowls Club - Vansittart Park - Proposed Canopy over 'B Green' Report No. AR19/390

COUNCIL RESOLUTION
(a) That Council Report No. AR19/390 titled ' <i>Mount Gambier Bowls Club Inc. - Vansittart Park - Proposed Canopy over "B Green"</i> ' as attached be noted.
(b) Council support in principle the Mount Gambier Bowls Club's proposal to erect a shelter over B Green.
(c) Council does not support the current plan.
(d) Council invite Members of the club to the Operational Standing Committee in February to discuss options for a more suitable proposal that compliments the character of the area and a plan moving forward.

Moved: Cr Greco

Seconded: Cr Jenner

Carried

REPORT TITLE

Mount Gambier Bowls Club - Vansittart Park - Proposed Canopy over 'B Green'

COMMITTEE	Council
MEETING DATE:	15 January 2019
REPORT NO.	AR19/390
RM8 REFERENCE	AF11/1452
AUTHOR	Michael McCarthy
SUMMARY	A report for Council to consider, as landowner, a proposal for the construction of a canopy over 'B Green' at Vansittart Park by the Mount Gambier Bowls Club Inc.
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

- (a) That Council Report No. AR19/390 titled '*Mount Gambier Bowls Club Inc. - Vansittart Park - Proposed Canopy over 'B Green'*' as attached be noted.
- (b) That the Mount Gambier Bowls Club Inc. be advised:
- Council as Landowner does not support the proposed construction of a canopy over 'B Green' and will not support the development in its current form.
 - Council's favourable consideration of an alternative proposal will be subject to:
 - o Mount Gambier Bowls Club Inc. engaging and obtaining design advice and a suitable alternative proposal from an appropriately qualified professional with experience in public realm development for sporting use; and,
 - o An alternate proposal complimenting the character of the subject locality and providing a place suitable for the proposed use; and,
 - o Conditional upon development approval being granted to the alternate proposal.



Background

Vansittart Park is owned by the City of Mount Gambier subject to a historical Trust and is community land contained within a Community Land Management Plan in accordance with the provisions of the Local Government Act 1999.

Portion of Vansittart Park is leased to the Mount Gambier Bowls Club Incorporated.

This leased portion is comprised of land located on the south western corner of Vansittart Park with road frontage to Victoria Terrace and Commercial Street West. A clubroom building with associated car parking and three bowling greens are located within the leased area.

The current lease is for a five year period that commenced on 1 July 2016 and expires at midnight on 30 June 2021. The permitted use of the land is for the sport of lawn bowling and activities associated with and supportive of the Lessee's use for the sport of lawn bowling.

Discussion

The Mount Gambier Bowls Club Inc. have lodged a Development Application (DA381/0315/2018) with Council to construct a canopy/shelter over 'B Green' on the site of the bowling club. The canopy is to provide an all-weather cover to enable bowls to be played on the green all year round.

As the canopy is to be constructed on Council land which is leased to the Mount Gambier Bowls Club Inc. the matter is referred to Council for consideration and input.

The canopy as proposed is to be:

- 39 metres wide by 40 metres in length, with a total area of 1560 m²
- 6.0 metres in total height
- 4.0 metre wall height
- Constructed using Colorbond® material, with a 'mist grey' coloured façade
- The southern wall is to be constructed using rendered stone
- 16 fabric roll up curtains are to be installed along the western and eastern walls of the canopy (8 on each side)
- The setback of the canopy to Commercial Street West is to be approximately 6.4 metres.

The lease agreement (Clause 10.3) enables the lessee to carry out alterations and additions to the premises but the lessee must provide full details of the proposed alterations and additions to Council. Council may make suggestions as to the intended alteration and additions.

As the leased land is Community Land a Community Land Management Plan applies to the land. The Community Land Management Plan identifies that Vansittart Park is: *a large recreational reserve within the City Centre area providing for a wide range of passive and active recreation and including the Mount Gambier and District War Memorial, other memorials and substantial garden area. The purpose of this land is to:*

- *Provide for a wide range of active and passive recreation pursuits which cater for a wide cross section of the community*



- Provide regionally significant sporting facilities and playground facilities
- Provide a regionally significant War Memorial and other appropriate memorials.

Vansittart Park is located within the Residential Zone and the Mount Gambier (City) Historic (Conservation) Policy Area. Vansittart Park is also identified as a place of Local Heritage Value, with the local heritage listing specifically identifying:

“Rotunda, Memorial Gates, Garden and Grandstand, Vansittart Park external form, details, materials and all identified historic elements in the Park, including entrance gates, war memorial, rotundas, grandstand, Score box, canteen and other elements. All mature trees and planting are including in the listing.”

The purpose, objectives and proposal for management of Vansittart Park in the Community Land Management Plan specifically provides:

- To recognise the significant historical value of the site and the precinct
- Provide for new infrastructure from time to time, with site infrastructure having regard to the heritage value of the location.

And also:

- To provide regionally significant sporting facilities and playground facilities
- To provide sporting and recreational opportunities to the wider community
- To provide high quality facilities
- Provide the reserve for a variety of sporting events and encourage multi use of the area.

Should Council as Landowner support the development as proposed, the Development Application will be referred to the Council Assessment Panel (CAP) for consideration, assessment against the provisions of the Development Plan and a decision being made.

There are significant concerns that the development, as proposed will detrimentally detract from the character, amenity and appearance of Vansittart Park as well as the locality within which the canopy will be sited.

The canopy size, proposed setback and enclosed nature of the development will block important views and vistas and become the dominant built form within the subject locality. It does not compliment nor reflect the pattern of existing development and will detract from the existing character of the subject locality. The canopy is not recommended for support in the form as submitted to Council.

There are also concerns that the proposed canopy has not been designed to create a suitable indoor space enabling human enjoyment and use of the space. The interior space is likely to have an oppressive character due to the very low trusses and roof relative to the roof span. In summer low steel roofs create an uncomfortable environment with roof surfaces radiating heat at close range directly onto the users. Heat gain from skylights and radiation will also be trapped by the curved roof form. A higher roof and alternative roof treatments can overcome these issues.

The Lease Agreement, Community Land Management Plan, plans of the proposed development, supporting letter from the Mount Gambier Bowls Club Inc. and advice from the Heritage Adviser are provided as attachments to this report for Members information.

Conclusion

The canopy as proposed for ‘B Green’ at Vansittart Park is not considered:



- An appropriate form of development to be constructed within Vansittart Park
- To create a useable and comfortable space for people.

This report recommends that Council object strongly to the proposed development on the basis of the current design and Vansittart Park not being a suitable location within the City for such a facility.

However, should Council support the proposed covering of the 'B Green' at Vansittart Park to create an all-weather facility. It is recommended that the Mount Gambier Bowls Club Inc. be advised to engage and obtain design advice from a suitably qualified and experienced professional (i.e. an architect with experience with this type of development) to design an appropriate structure which compliments the character of the subject locality and provides a place suitable for the proposed use.

Attachments

- [Attachment 1 \(AR17/1256\): Lease Agreement for Portion of Vansittart Park](#)
- [Attachment 2 \(AR11/2184\): Community Land Management Plan - Vansittart Park](#)
- [Attachment 3 \(PR18/9294\): Plans of the Proposed Development](#)
- [Attachment 4 \(PR18/9292\): Supporting letter from Mount Gambier Bowls Club Inc.](#)
- [Attachment 5 \(AR18/48347\): Advice received from the Heritage Advisor](#)

Michael McCARTHY
MANAGER EXECUTIVE ADMINISTRATION

Mark McSHANE
CHIEF EXECUTIVE OFFICER

7 January 2019
MMcC



Attachment 1 (AR17/1256) - Operational Standing Committee Agenda- Item 5.2

LEASE AGREEMENT
for
PORTION OF VANSITTART PARK

Between
City of Mount Gambier
and
MOUNT GAMBIER BOWLS CLUB INCORPORATED

DATE

PARTIES

CITY OF MOUNT GAMBIER of 10 Watson Terrace, Mount Gambier SA 5290 (**Council**)

MOUNT GAMBIER BOWLS CLUB INC. of PO Box 985 (**Lessee**)

BACKGROUND

- A. The Council is the registered proprietor of the Land described in Item 2 of the First Schedule which is classified as Community Land and contained in a Community Land Management Plan.
- B. Historically, certain fixtures and fittings were installed on the Land by the Lessee for the purposes of the Lessee's use of the Land.
- C. In light of the facts described in Recital B, the Lessee has retained a certain level of control over the use of the fixtures and fittings on the Land and obligations for their maintenance, repair and renewal.
- D. The Lessee has requested a lease to use the Premises for the Permitted Use and the Council's delegate has agreed to grant the Lease and (if necessary) has undertaken public consultation in accordance with the Local Government Act 1999.
- E. The Council and Lessee wish to record the terms of their agreement in this Lease.

AGREED TERMS

1. ACKNOWLEDGEMENT OF BACKGROUND

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

2. DEFINED TERMS AND INTERPRETATION

2.1 Introductory

In the Lease, unless the contrary intention appears:

- 2.1.1 a reference to this Lease is a reference to this document;
- 2.1.2 words beginning with capital letters are defined in clause 2.2;
- 2.1.3 a reference to a clause is a reference to a clause in this Lease;
- 2.1.4 a reference to an Item is a reference to an item in the First Schedule;
- 2.1.5 a reference to a Schedule is a reference to a schedule of this Lease; and
- 2.1.6 a reference to an Annexure is a reference to an annexure to this Lease.

2.2 Defined Terms

In this Lease:

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

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

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

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

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

Commencement Date means the commencement date described in Item 3.

Common Areas means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms and toilets.

Council means the party described as "Council" in this Lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

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

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

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

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

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation. **Institute** means the South Australian Division of the Australian Property Institute.

Initial Term means the initial term of this Lease commencing on the Commencement Date described in Item 3.

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

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

Lessee means the party described as "Lessee" in this Lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

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

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

Outgoings means the outgoings described in Item 5.

Payment Date means the Commencement Date and the date of each anniversary of the Commencement Date during the Term.

Permitted Use means the use described in Item 6.

Premises means the premises described in Item 1 including the Council's Equipment.

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

Rent means the rent described in Item 4.

Rental Arrangements Policy means the Council Policy R200 – COMMUNITY LAND (RESERVES) Lease / Licence / Rental Arrangements Policy (as amended from time to time throughout the Term) as attached as Annexure B.

Review Date means each date specified in Council's Lease Fee Policy R 210.

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

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

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

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

- who will be appointed as agreed by the Council and the Lessee or, failing agreement within 14 days of either notifying the other of the requirement for such appointment at the request of either the Council or the Lessee, by the person holding or acting in the position of President of the Institute;
- who must have practiced as a valuer with a minimum of 5 years relevant experience;
- who is licensed to practice as a valuer of the kind of premises in respect of which the review is required; and
- who must act as an expert and not as an arbitrator.

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

2.3 Interpretation

Unless the contrary intention appears:

- 2.3.1 headings are for convenience only and do not affect interpretation;
- 2.3.2 the singular includes the plural and vice-versa;
- 2.3.3 a reference to an individual or person include a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 2.3.4 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;
- 2.3.5 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 2.3.6 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 2.3.7 a reference in this Lease to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 2.3.8 "including" and similar expressions are not and must not be treated as words of limitation;
- 2.3.9 the covenants and powers implied in leases by virtue of Sections 124 and 125 of the *Real Property Act 1886* will apply and be implied in this Lease unless they are expressly or impliedly excluded or modified; and
- 2.3.10 any special condition in the Second Schedule will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those special conditions will prevail.

2.4 Retail and Commercial Leases Act

- 2.4.1 If the Act applies to this Lease, then this Lease will be read and interpreted subject to the provisions of the Act and, to the extent to which there is any inconsistency with the provisions of the Act, those provisions of the Act will override the terms of this Lease.
- 2.4.2 Any right, power or remedy of the Council or obligation or liability of the Lessee that is affected by the Act (if applicable) will be unenforceable or void but only to the extent that it is expressly made unenforceable or void by the Act.

3. CONDITION PRECEDENTS

- 3.1 The Lessee acknowledges that the grant of this Lease is conditional on the Council obtaining the consent of the Development Assessment Commission if required pursuant to Section 32 of the Development Act 1993.
- 3.2 The Lessee acknowledges that the grant of this Lease is conditional on the Council's Elected Members consenting to the grant of this Lease.
- 3.3 If either of the condition precedents in clauses 3.1 or 3.2 are not satisfied within 3 months from the date the Lessee executes this Lease, either party may terminate this Lease at any time by giving written notice and the parties on and from the date the Lease is terminated shall have no further rights or obligations under this Lease.

4. GRANT OF LEASE

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

5. RENT

5.1 Payment of Rent

The Lessee must pay the Rent by annual instalments in advance on each Payment Date.

5.2 Instalment

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

6. RENT REVIEWS

6.1 The Lessee acknowledges and agrees that the Rent will be reviewed annually on each anniversary of the Commencement Date in accordance with the Council's Rental Arrangements Policy.

6.2 The Lessee acknowledges that it has read and understood Council's Rental Arrangements Policy annexed to this Lease prior to executing this Lease.

7. RATES AND TAXES AND OUTGOINGS

7.1 Liability for Rates and Taxes

7.1.1 Subject to clause 7.3, the Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.1.2 The Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this Lease.

7.2 Payment of Outgoings

7.2.1 Subject to clause 7.3, the Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

7.2.2 The Outgoings shall be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this Lease.

7.3 Lessee's Proportion

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

7.5 Power and Other Utilities

7.5.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, and any and all other services and utilities supplied to or used from the Premises.

7.5.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Premises, then the Lessee must, if required by the Council, install the necessary meters at its own cost.

7.5.3 Without limiting the generality of this clause 7.5, the Lessee will comply in all respects with the Electricity (General) Regulations 1997 and any other applicable electricity laws.

8. USE OF PREMISES

8.1 Permitted Use

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

- 8.1.1 residential purposes; or
- 8.1.2 any other use (without the Council's consent).

8.2 Offensive Activities

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

- 8.2.1 for the Council; or
- 8.2.2 for the owners or occupiers of any adjoining property;

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

8.3 Use of Facilities

- 8.3.1 The Lessee will ensure that the Building Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.
- 8.3.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

8.4 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including any obligations under the *Occupational Health Safety and Welfare Act 1985*) relating to:

- 8.4.1 the Lessee's use and occupation of the Premises; and
- 8.4.2 the nature of the Permitted Use conducted on the Premises by the Lessee.

8.5 No Alcohol

The Lessee must not:

- 8.5.1 serve, sell or provide to persons ; or
 - 8.5.2 consume or allow persons to consume;
- alcohol or alcoholic beverages on the Premises without the consent of the Council.

8.6 Signs

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

- 8.6.1 are approved by the Council; and
- 8.6.2 comply with any relevant Statutory Requirements.

8.7 Dangerous Equipment and Installations

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

- 8.7.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 8.7.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 8.7.3 any heavy equipment or items that may damage the Premises or Building.

8.8 Fire Precautions

The Lessee must:

- 8.8.1 comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and
- 8.8.2 comply with all Statutory Requirements relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee's particular use of the Premises.

8.9 Security

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

8.10 No Warranty

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

9. INSURANCE

9.1 Lessee must insure

The Lessee must keep current during the Term:

- 9.1.1 public risk insurance for at least the amount in Item 7 (or any other amount the Council requires) for each claim;
- 9.1.2 all insurance in respect of all parts of the Building situated within the premises, and the Lessee's Equipment for its full replacement value; and
- 9.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

9.2 Requirements for policies

Each policy the Lessee takes out under clauses 9.1.1 and 9.1.3 must:

- 9.2.1 be with an insurer and on terms reasonably approved by the Council;
- 9.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 9.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 9.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

9.3 Evidence of Insurance

The Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 9. During the Term the Lessee must:

- 9.3.1 pay each premium before it is due for payment;
- 9.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 9.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent;
- 9.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

9.4 Insurance affected

- 9.4.1 The Lessee must not do anything which may:
 - 9.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 9.4.1.2 increase the premium for that insurance. .
- 9.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

10. REPAIR AND MAINTENANCE

10.1 Repair

- 10.1.1 The Lessee must keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Building Services situated within the Premises and which exclusively services the Premises in good repair.
- 10.1.2 If the Council requires the Lessee to do so, the Lessee must promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.

10.2 Maintain and replace

The Lessee must maintain, repair or replace items in or attached to the Premises which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval, or if they have not been so replaced, to those in use at the Commencement Date.

10.3 Alterations by Lessee

- 10.3.1 The Lessee may carry out alterations and additions to the premises during the Term.
- 10.3.2 The Lessee must provide full details of the proposed alteration and additions to the Council.
- 10.3.3 The Council may make suggestions as to the intended alteration and additions and the Lessee is encouraged to have regard to the Council suggestions, noting always the requirements of Clause 10.3.4;

- 10.3.4 Any alterations and additions to the Premises carried out by the Lessee must be done in a proper and workmanlike manner and in accordance with all Statutory Requirements.
- 10.3.5 The Lessee must provide to the Lessor a complete set of as constructed drawings, specifications and any related statutory contents/compliance certificates in respect of the alteration and/or additions and their completions;
- 10.3.6 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this Clause will be or become the property of the Council;
- 10.3.7 The Lessee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

10.4 Refurbishment, re-fitting and redecoration

The Lessee must refurbish, re-fit and redecorate the Premises on or before each of the dates specified in Item 8 to the following specification:

- 10.4.1 clean and repair all surfaces to be redecorated;
- 10.4.2 paint (with at least 2 coats) or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 10.4.3 replace the signage, floor coverings, ceilings, lighting and fixtures and fittings with new items.

10.5 Cleaning

The Lessee must:

- 10.5.1 remove all graffiti on any part of the Premises;
- 10.5.2 keep the Premises clean and tidy;
- 10.5.3 keep the Premises free of vermin, insects and other pests; and
- 10.5.4 not cause the Common Areas to be left untidy or in an unclean state or condition.

11. TRANSFERRING SUBLETTING AND ASSIGNING

- 11.1 The Lessee may transfer, charge, mortgage or encumber its interest in this Lease or sublet, sublicense or hire out the Premises or any part of it during the Term provided that any such dealing is consistent with , and permitted by, the Permitted Use and the terms and conditions of this Lease.
- 11.2 If any dealing by the Lessee with or under this Lease requires the Council to do any act or incur any cost, then the Lessee must pay or reimburse all costs incurred by the Council on demand.

12. LESSEE GOVERNANCE

- 12.1 On or before the Commencement Date the Lessee must provide to the Council a copy of its constitution and any other documents that regulate the governance and operations of the Lessee.
- 12.2 As and when the Council may reasonably require, the Lessee must provide to the Council such information in relation to the Lessee's use and occupation of the Premises as required by the Council including financial information of the Lessee.

13. COUNCIL'S OBLIGATIONS AND RIGHTS

13.1 Quiet Enjoyment

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

13.2 Right to enter

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

13.2.1 to see the state of repair of the Premises;

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

13.2.3 to show prospective lessees through the Premises.

13.3 Emergencies

In an emergency the Council may:

13.3.1 close the Premises or Building; and

13.3.2 prevent the Lessee from entering the Premises or Building.

13.4 Works and Restrictions

13.4.1 The Council may:

13.4.1.1 close (temporarily or permanently) and restrict access to the Common Areas.

14. DAMAGE OR DESTRUCTION

14.1 If the whole or any part of the Premises is destroyed or damaged thus making them substantially unfit for the Lessee's use and occupation or so the Lessee is deprived of substantial use of the Premises then the provisions of Section 40 of the Retail and Commercial Lease Act 1995 shall apply.

15. DELETED CLAUSE

16. RIGHTS AND OBLIGATIONS ON EXPIRY

16.1 Expiry

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

16.2 Handover of Possession

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

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

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

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

16.2.1.4 refurbish the Premises as required under clause 10.4; and

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

16.3 Abandoned Goods

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

16.4 Holding Over

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

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

16.4.2 is on the same terms as this Lease.

17. BREACH

17.1 Payment Obligations

17.1.1 The Lessee must make payments due under this Lease:

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

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

17.1.1.3 to the Council or as the Council directs; and

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

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

17.2 Set Off

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

17.3 Council's Rights on Breach

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

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

17.4 Default, Breach and Re-Entry

In the event that:

- 17.4.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);
- 17.4.2 the Lessee commits, permits or suffers to occur any breach, or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of the Lease;
- 17.4.3 in the case of a Lessee being a company or association:
 - 17.4.3.1 a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;
 - 17.4.3.2 any person appoints an administrator of the Lessee;
 - 17.4.3.3 an application is made to any court to wind up the Lessee;
 - 17.4.3.4 an application is made pursuant to Section 411 of the *Corporations Law*;
 - 17.4.3.5 a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
 - 17.4.3.6 the Lessee is deregistered or dissolved;
- 17.4.4 in the case of a Lessee being a natural person:
 - 17.4.4.1 the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;
 - 17.4.4.2 a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
 - 17.4.4.3 the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
 - 17.4.4.4 the Lessee signs an authority under Section 188 of the *Bankruptcy Act 1966*;
 - 17.4.4.5 the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966*, and that debt agreement proposal is accepted by the Lessee's creditors;
 - 17.4.4.6 the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
 - 17.4.4.7 the Lessee is convicted of an indictable offence (other than a traffic offence);
- 17.4.5 execution is levied against the Lessee and not discharged within thirty (30) days;
- 17.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;
- 17.4.7 the Premises are left unoccupied for one (1) month or more without the Council's consent;

then despite any other clause of this Lease the Council at any time has the right to re-enter into and upon the Premises in the name of the whole and to have again repossess and enjoy the same as of its former estate but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of the Lease.

17.5 Rights of Council not Limited

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 17.

17.6 Landlord and Tenant Act

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to Section 10 of the *Landlord and Tenant Act* 1936, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council. No period of notices is required for the non-payment of Rent.

17.7 Repudiation and Damages

17.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:

17.7.1.1 the obligation to pay rent;

17.7.1.3 the obligation to pay Outgoings;

17.7.1.4 the obligations and prohibitions in relation to use of the Premises;

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

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

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

17.7.5 The rights of the Council under this clause 17.7 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

17.8 Interest on Overdue Amounts

If the Lessee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

18. INDEMNITY AND RELEASE

18.1 Risk

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

18.2 Indemnity

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

18.2.1 any act or omission of the Lessee;

18.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;

18.2.3 any fire on or from the Premises;

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

18.2.5 a breach of this Lease by the Lessee; or

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

18.2.7 the state of repair of the premises or any repairs, maintenance, refurbishment, renovations or other works that the Lessee carries out or fails to carry out at the Premises;

18.2.8 any transfer, charge, mortgage or encumbrance of the Lessee's interest in this Lease;

18.2.9 any sublease or sublicense that the Lessee grants or purports to grant over the whole or part of the Premises.

18.3 Release

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

18.4 Indemnities are independent

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

19. GOODS AND SERVICES TAX

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

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

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

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

- 19.2 Where the Agreed Consideration is to be increased to account for GST under this clause 19, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 19.3 If the Lessee does not comply with its obligations under the Lease or with its obligations under GST Legislation in connection with the Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

20. GENERAL

20.1 Costs

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

- 20.1.1 all stamp duty (if any) payable on this Lease;
- 20.1.2 if the Act does not apply to this Lease (unless otherwise agreed between the parties) all of the legal costs (determined on a solicitor and client basis) incurred by the Council in connection with the preparation of this Lease, negotiating, revising and engrossing this Lease (including all attendances on the Lessee and its legal and other advisers and all advices provided to the Council) and attending to the execution of this Lease;
- 20.1.3 if the Act does apply to this Lease, one half of all other preparatory costs incurred by the Council. For the purposes of this sub-clause, "preparatory costs" has the meaning described in the Act, namely, legal and other expenses incurred by the Council in connection with the preparation, negotiation, stamping and registration of this Lease including the costs of attendances on the Lessee by the Council, or a solicitor acting for the Council; and
- 20.1.4 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

20.2 Waiver

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

20.3 Notice

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

- 20.3.1 in the case of the Lessee, if left at the Premises, or if the Lessee has vacated the Premises, then if posted by pre-paid post to the last known address of the Lessee;
- 20.3.2 in the case of the Council, if posted by pre-paid post to the Manager (if the Council has appointed one) at the Manager's principal place of business in South Australia or to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

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

20.4 Severance

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

20.5 Entire Agreement

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

20.6 Resumption

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

AGREEMENT

SIGNED as an Agreement on the 15 day of DECEMBER 2016

Duly authorised delegate of Council under s202(1) of the Local Government Act 1999

[Handwritten Signature]

Signature

JAN VON STANKE

Delegates Name

PRESIDENT

Delegates Position Title

[Handwritten Signature]

MICHAEL MCCARTHY

MANAGER GOVERNANCE & PROPERTY



THE COMMON SEAL of the Mount Gambier Bwls Club Inc. was hereunto affixed in accordance with its Constitution and in the presence of:)
)
)
)

PRESIDENT Jan Von Stanke
Seal Holder

TREASURER Diana Harris
Seal Holder

FIRST SCHEDULE

Item 1 Premises	Portion of the land comprised in Certificate of Title Volume 5713 Folio 224 described as "A" in the plan attached as Annexure A
Item 2 Land	The whole of the land comprised in Certificate of Title Volume 5713 Folio 224
Item 3 Initial Term	Five (5) years commencing 1 July 2016 (Commencement Date) and expiring at midnight on 30 June 2021.
Item 4 Rent	<p>The Declared Figure per annum specified in Council's Lease Fee Policy R210 (exclusive of GST) (subject to review pursuant to clause 6)</p> <p>Commencing Rent: \$434.00 per annum (exclusive of GST)</p>
Item 5 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building.
Item 6 Permitted Use	The sport of bowling and activities associated with and supportive of the Lessee's use for the sport of bowling.
Item 7 Public Risk Insurance	<p>Ten Million dollars (\$10,000,000.00)</p> <p>Twenty Million dollars (\$20,000,000.00) – if build work or any significant maintenance works are proposed.</p>
Item 8 Refurbishment	30 June 2020

SECOND SCHEDULE

SPECIAL CONDITIONS

1. Risk Analysis and preparation/provision of Risk/Safety Documentation

At all times when the Licensee is present at the Premises, and prior to the commencement of any activities, the Licensee must:

- a) conduct and document a Risk Analysis of the Premises and activities in line with the relevant policies of a relevant peak body or association.
- b) have prepared safety documentation and plans for the activities that meet the standards of a relevant peak body or association, and implement all necessary requirements of such plans to ensure the safety of the Lessee and the public in the vicinity of the Premises and activities.
- c) ensure all participants are provided with copies of the risk analysis, safety documentation and plans, and are aware of and adhere to any associated responsibilities and requirements.
- d) ensure that all risk and safety requirements are adhered to, and cease activities in the event of non-adherence.
- e) make any safety documentation prepared in accordance with this Special Condition available at the Premises.

Copies of current 'standard/template' documentation as are adopted/updated by the Lessee for the purpose of meeting the requirements of (a) and (b) are to be provided to the Council with the signed copy of the Lease and any current/updated documentation must be provided to Council upon request at any time during the term of the Lease.

2. Additional Access / Use of Surrounding Land

Council permits the Lessee to access the Premises by a direct route from marked/constructed entry/exit points and access roads on the Land for the purposes of entering and leaving the Premises.

The Lessee acknowledges that Council reserves the right to grant/permit the use of any portion of the Land adjacent the Premises and surrounding areas to any other person or group for any purpose.

The Council will permit the Lessee (and the Lessee must) make separate written application for any use of the Land or facilities located outside the leased Premises.

Such separate application shall be in the form of a written request to the Team Leader – Administration (Operational Services) for booking purposes.

A fee waiver may be applied at the discretion of the Director Operational Services if no Council resources are required in association with the additional use.

Any additional use shall be subject to the same terms and conditions as this Lease.

3. Community Land Management Plan

The Lessee will comply at all times with the Community Land Management Plan for "Vansittart Park" (as amended from time to time throughout the Term) as attached as Annexure C.

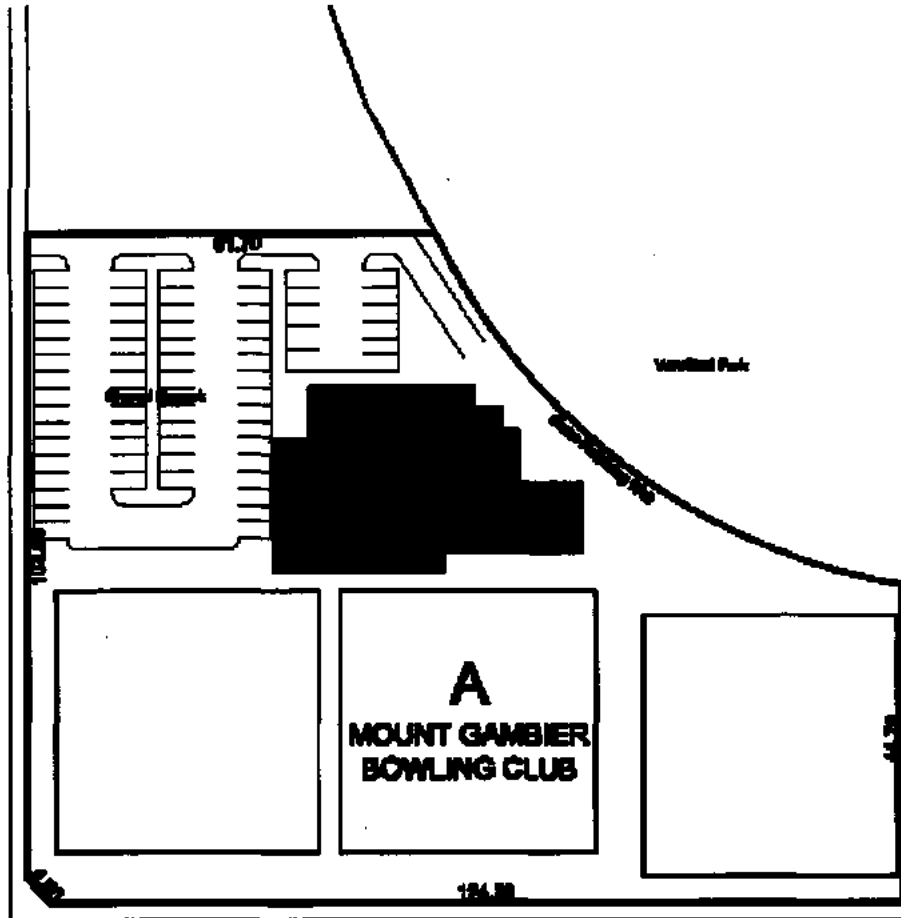
A reported breach of a provision of the Community Land Management Plan by the Lessee will constitute a failure to meet an obligation under this Lease and will be grounds for Council to terminate the Lease.

ANNEXURE A

THE CORPORATION OF THE CITY OF MOUNT GAMBIER
CT VOLUME 5713 FOLIO 224



VICTORIA TERRACE




COMMERCIAL STREET WEST

	NAME	
	ADDRESS	
	CITY	
	POSTAL CODE	

CITY OF MOUNT GAMBIER
MOUNT GAMBIER BOWLS CLUB
MEMO PLAN

LOT	1071
SECTION	
MEMO	1213-33

ANNEXURE B

	R200 - COMMUNITY LAND (RESERVES) LEASE / LICENCE / RENTAL ARRANGEMENTS POLICY	VERSION NO.	1
		ISSUED	12/01/2017
		NEXT REVIEW	12/01/2022

1. INTRODUCTION

This documents sets out the policy of the City of Mount Gambier ("Council") for:

- 1.1 leasing / licensing of Council community land (Reserves) to community based organisations;
- 1.2 expense recovery where community land is occupied by a sporting association and where Council maintains the facilities.

2. DEFINITIONS

"Community Land" – any 'local government land' as defined in the Local Government Act 1999 that has not been excluded or revoked of its classification as community land, including land owned by Council or under Councils care control and management, and including reserves, ornamental grounds and parklands.

3. LEASE/LICENCE POLICY

3.1 Policy Provisions

Where Council proposes to (re)grant a lease or licence for any portion of community land to a community based not for profit organisation (including sporting clubs) pursuant to the provisions of the Local Government Act, then the conditions under which any lease or licence may be granted under (sub)delegation should include:

3.1.1 Lease Term:

term should not exceed ten (10) years;

3.1.2 Licence Term

term should not exceed five (5) years;

3.1.3 Public Liability Insurance:

minimum sum of \$10,000,000.

minimum sum of \$20,000,000 if any building works to be undertaken


3.1.4 Lease or Licence Fee:

is the "declared" figure per annum plus GST

the "declared" figure is the annual fee that Council resolves at the commencement of each financial year.

for all subsequent years of the lease / licence then the "declared" annual fee be increased (or decreased) by the overall percentage rate increase (or decrease) that Council adopts for each financial year on a compounding calculation plus GST.

The Chief Executive Officer may waiver payment of the declared figure in exceptional circumstances (eg where it is considered that payment would be of unreasonable detriment to the lessee/licensee - such as in the case of a newly created organisation).]

	R200 - COMMUNITY LAND (RESERVES) LEASE / LICENCE / RENTAL ARRANGEMENTS POLICY	Version No:	5
		Revised:	Jul 2015
		Next Review:	2017

3.1.5 Rounding Down:

in applying part (b) of this Policy i.e. the compounding use of the overall percentage rate increase (or decrease) to the annual lease fee then the resultant calculation be rounded down to the nearest whole "five dollars".

3.2 Annual Review of 'Declared' Figure

3.2.1 In terms of the lease or licence fee, the declared lease fee be \$434 (plus GST) for the 2016/17 financial year, calculated as follows:

$$\$415 + 4.5\% = \$434 (+GST)$$

3.2.2 the Chief Executive Officer be authorised to amend the figures in clause 3.2.1 of this Policy on the basis set out in 3.1.4 and 3.1.5 above, on an annual basis.

4. RENTAL POLICY

4.1 Where Council maintains the recreation and sporting facilities on community land that is leased/licensed, occupied or used by a sporting organisation, then the following rental policy will apply when calculating the cost recovery by Council from that sporting organisation:

4.1.1 A Base Annual Rental is set to cover the annual maintenance costs of the reserve (playing area and immediate related surrounds) incurred by Council in the previous year and in respect of that specific occupier(s) anticipated/actual level of use;


4.1.2 The Base Annual Rental, may, under certain circumstances, be discounted by a 10% to 20% reduction in maintenance costs where full and free access to the facility is allowed to members of the general public (except when being used by clubs and associations);

4.1.3 A further reduction may occur, based on each specific occupier(s) ability to pay, based on a scale of one (1) to ten (10) with each scale point equivalent to 5% of the Base Annual Rental (maximum is 50%);

4.1.4 A further reduction may occur based on each specific occupier(s) special case, i.e.

Criteria - (each worth 5% discount - maximum of 35% discount):

- 1 = large capital costs incurred by Club;
- 2 = significant number of juniors;
- 3 = less than significant actual use, wear or tear of Council land;
- 4 = financial capacity of Club;
- 5 = nominal maintenance costs by Council;
- 6 = significant self help by Club;
- 7 = contribution to Mount Gambier economy (Major Events etc.)

	R200 - COMMUNITY LAND (RESERVES) LEASE / LICENCE / RENTAL ARRANGEMENTS POLICY	Version No.	5
		Issued	July 2013
		Next Review	July 2017

4.1.5 Tenants are responsible for the cost of services to buildings and floodlights, such as electricity, gas, water, etc.

5. REVIEW & EVALUATION

This Policy shall be reviewed during each term of Council, and at any other time as may be required by any legislative changes which may occur.

6. AVAILABILITY OF POLICY

This Policy will be available for inspection at Council's principal office during ordinary business hours and on the Council's website www.mountgambier.sa.gov.au. Copies will also be provided to interested members of the community upon request, and upon payment of a fee in accordance with Council's Schedule of Fees and Charges.

ANNEXURE C

LOCAL GOVERNMENT ACT 1999 – SECTION 196

COMMUNITY LAND MANAGEMENT PLAN

Owner: City of Mount Gambier.

Reserve Title Description: CT5713/224

Reserve Address: Vansittart Park; Commercial Street West

Reserve No: 121

Asset No: 121

General Description:

Large recreational Reserve within the City Centre area providing for a wide range of passive and active recreation and including the Mount Gambier and District War Memorial, other memorials and substantial garden area (including lessees of Council).

Purpose of Land:

To provide for a wide range of active and passive recreation pursuits which cater for a wide cross section of the community.

To provide regionally significant sporting facilities and playground facilities.

To provide a regionally significant War Memorial and other appropriate memorials.

Exclusion Zone:

Vansittart Park is a popular events location and event organisers need to respect that the garden area is also the War Memorial area. In order to ensure that events respect the War Memorial area, an events Exclusion Zone has been created (as detailed below). No event organiser shall put out or allow to be put out any stall, performance or other activity within any part of the shaded area as indicated in Attachment One (1) as described in the following:

The Garden War Memorial Gates.

The wide pathway leading from the Garden War Memorial Gates to the Mount Gambier and District War Memorial (inclusive of the surrounding feature landscape garden beds).

The Mount Gambier and District War Memorial and surrounding asphalted area (inclusive of the surrounding feature landscape garden beds).

The wide pathway leading from the Mount Gambier and District War Memorial towards the oval (inclusive of the surrounding feature landscape garden beds).

***NOTE: Attachment One (1) EXCLUSION ZONE**

Objectives of Land:

- To provide sporting and recreational opportunities to the wider community.
- To provide a significant garden area.
- To provide a community reserve within a well developed area abutting the City Centre.
- To provide high quality facilities.
- To recognise the significant historical value of the site and the precinct.
- To recognise the sacrifice of Mount Gambier and District citizens who died on active service and the service of other men and women in the defence of Australia.
- To lease facilities to organisations for sporting/recreational purposes.

Proposal for Management:

- Maintain vegetation in a healthy state.
- Maintain the site, particularly the front gardens area to an exceptionally high standard of presentation.
- Maintain all built infrastructure to a high standard of presentation.
- Provide for new infrastructure from time to time, with site infrastructure having regard to the heritage value of the location.
- Provide the reserve for a variety of sporting events and encourage multi use of the area.
- Maintain all memorials to a high standard of presentation and prepare for specific commemorative services.
- Consult with the RSL before initiating any changes that may impact on War and Service memorials.

Performance Targets:

- Replace dead and dying vegetation as a matter of urgency.
- Grass to be kept to minimal length at all times.
- Garden areas to be kept free of all weeds, litter etc.
- Daily inspections of the site by full time employee dedicated to the reserve.
- Regular inspections and maintenance of all built infrastructure (including areas leased by other parties e.g. Bowling Club).
- Maintain performance of maintenance contractors and lessees of the site to ensure appropriate standards of presentation are maintained at all times.
- Clean area before significant commemorative services and remove floral tributes after an appropriate period.
- Ensure lessees/occupiers understand and comply with their obligations with regard to maintenance and presentation of facilities.

Measure of Performance Targets:

- Biannual inspection of all trees.
- Maintain register (and action) all complaints received in relation to the reserve.
- Frequent inspections by supervisor of the site to ensure that the high levels of presentation are maintained at all times.
- Regular maintenance inspections of built infrastructure.

Adopted by Council: 21st October 2003
Amended by Council: 19th October 2004
Amended by Council: 15th April 2008

Vansittart Park – Event Exclusion Zone

Vansittart Park is a popular events location and event organisers need to respect that the garden area is also the War Memorial area. In order to ensure that events respect the War Memorial area, an events Exclusion Zone has been created.

No event organiser shall erect or display any sign, put out or allow to be put out any stall, undertake a performance or any other activity within any part of the shaded area on the plan below, and as described in the following:

Exclusion Zone:

The Garden War Memorial Gates.

The wide pathway leading from the Garden War Memorial Gates to the Mount Gambier and District War Memorial (inclusive of the surrounding feature landscape garden beds).

The Mount Gambier and District War Memorial and surrounding asphalted area (inclusive of the surrounding feature landscape garden beds).

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Purpose of Land:

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Proposal for Management:

- Maintain vegetation in a healthy state.
- Maintain the site, particularly the front gardens area to an exceptionally high standard of presentation.
- Maintain all built infrastructure to a high standard of presentation.
- Provide for new infrastructure from time to time, with site infrastructure having regard to the heritage value of the location.
- Provide the reserve for a variety of sporting events and encourage multi use of the area.
- Maintain all memorials to a high standard of presentation and prepare for specific commemorative services.
- Consult with the RSL before initiating any changes that may impact on War and Service memorials.

Performance Targets:

- Replace dead and dying vegetation as a matter of urgency.
- Grass to be kept to minimal length at all times.
- Garden areas to be kept free of all weeds, litter etc.
- Daily inspections of the site by full time employee dedicated to the reserve.
- Regular inspections and maintenance of all built infrastructure (including areas leased by other parties e.g. Bowling Club).
- Maintain performance of maintenance contractors and lessees of the site to ensure appropriate standards of presentation are maintained at all times.
- Clean area before significant commemorative services and remove floral tributes after an appropriate period.
- Ensure lessees/occupiers understand and comply with their obligations with regard to maintenance and presentation of facilities.

Measure of Performance Targets:

- Biannual inspection of all trees.
- Maintain register (and action) all complaints received in relation to the reserve.
- Frequent inspections by supervisor of the site to ensure that the high levels of presentation are maintained at all times.
- Regular maintenance inspections of built infrastructure.

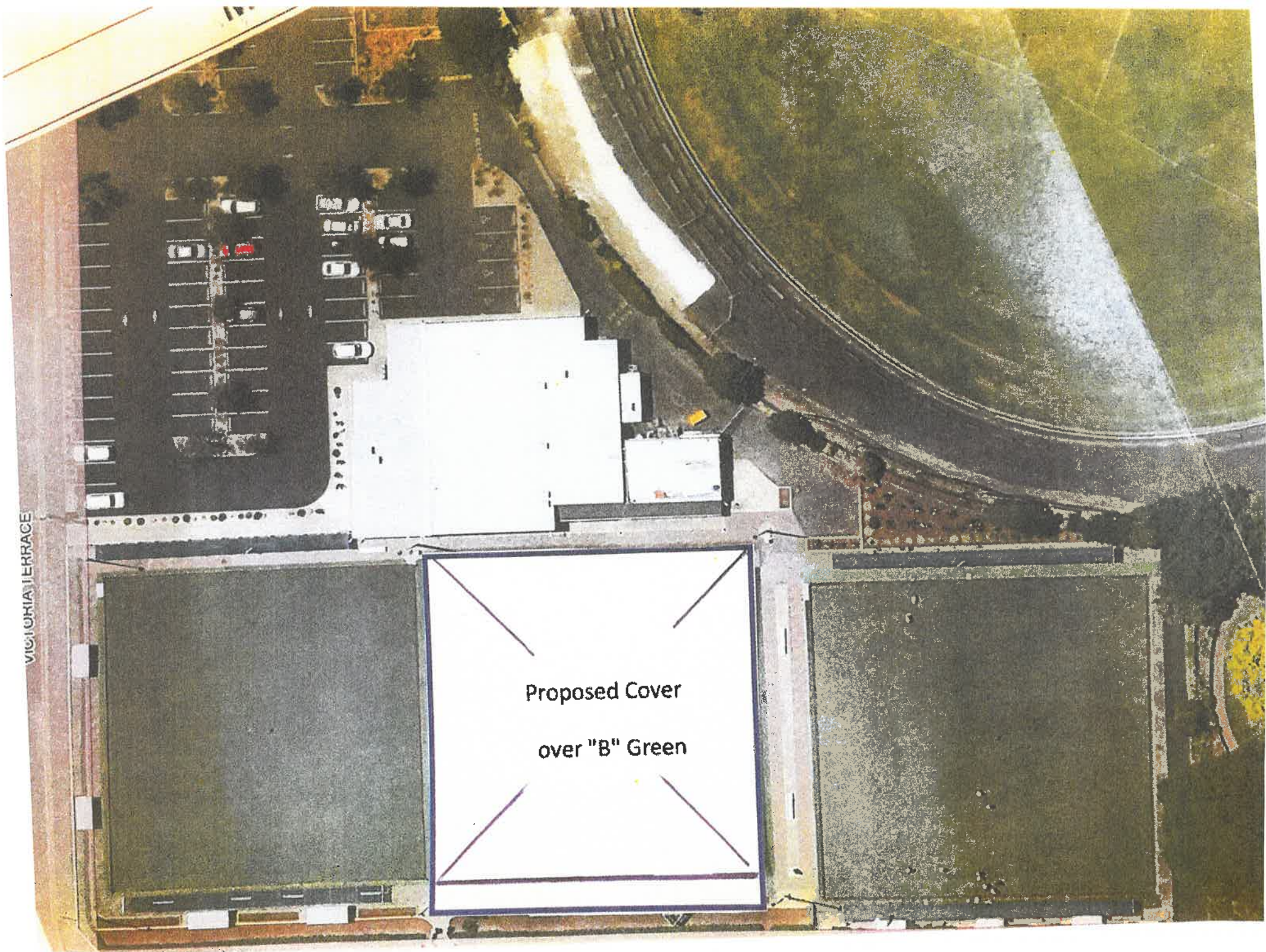
Adopted by Council: 21st October 2003
Amended by Council: 19th October 2004
Amended by Council: 15th April 2008

Map



Map Zoom: 290.6 m
Plot Date: Tuesday, 3 April 2018

4.875 150
 39 100
 32 38.718
 70 .282
 64 60



VICTORIA TERRACE

Proposed Cover
over "B" Green

1 2 3 4 5 6 7 8 9 10 11 12

A
B
C
D
E
F
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CARPARK

VANSITTART PARK

CLUBROOMS

VICTORIA TCE

"C" GREEN

B" GREEN

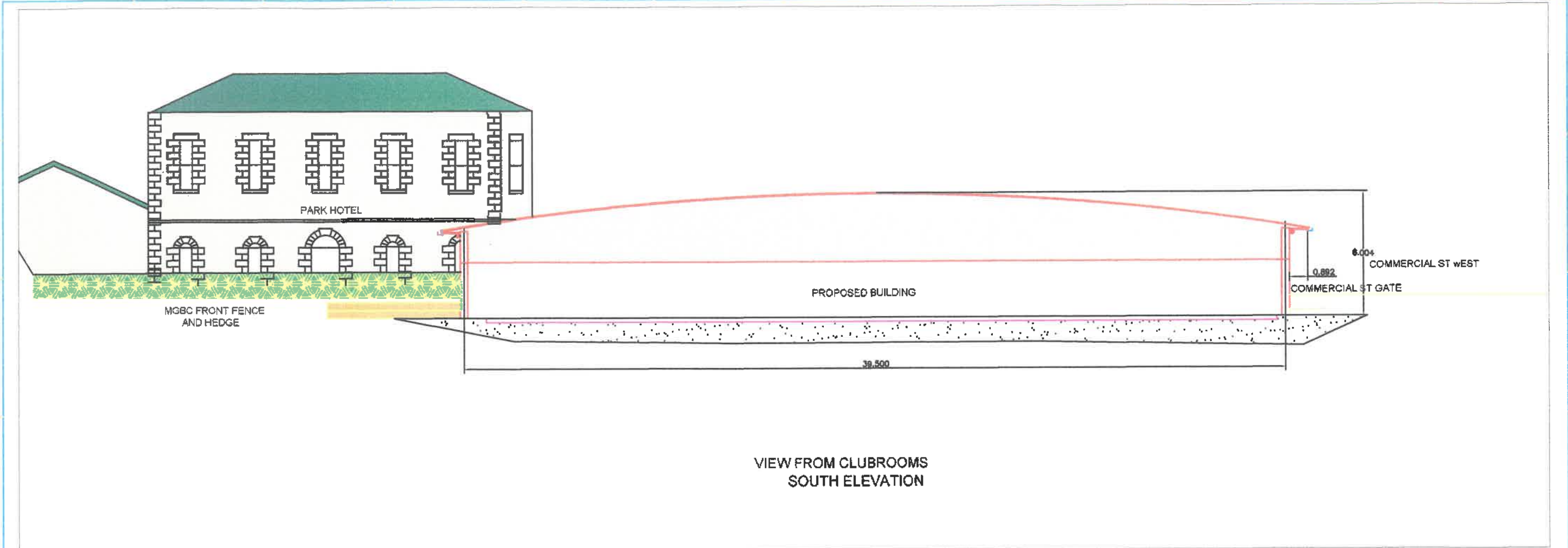
"A" GREEN

MEMORIAL GARDENS

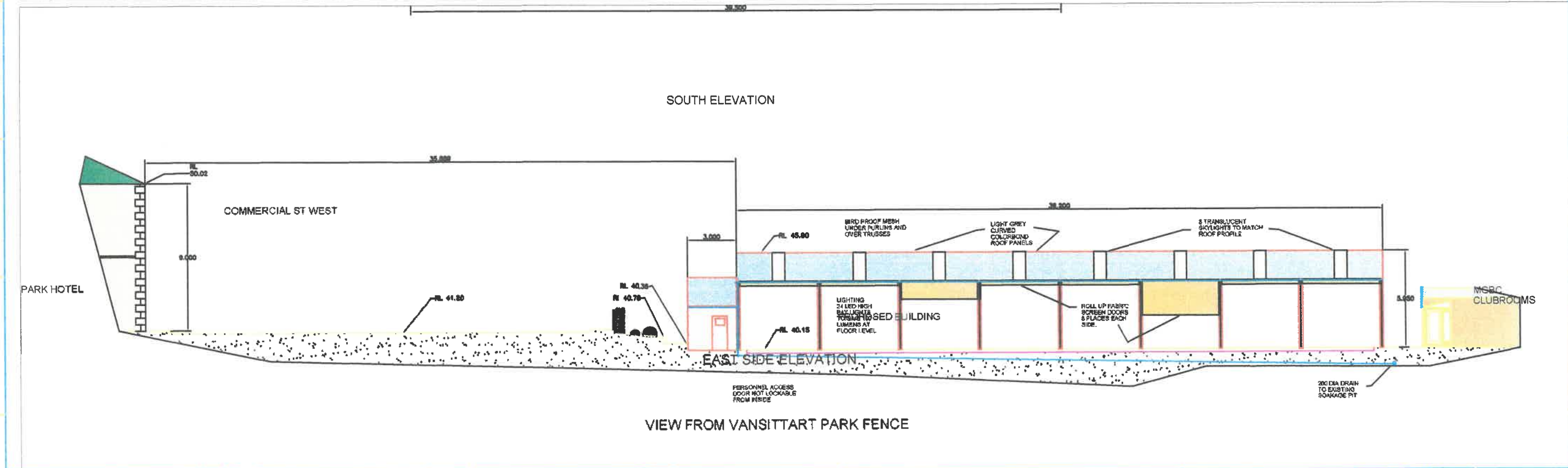
COMMERCIAL STREET WEST

<p>MGBC EXISTING BUILDING BOWLING CLUB ROOMS MGBC INC.</p>	<p>Property of:</p>	<p>A1 MGBC0 0</p>
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1 2 3 4 5 6 7 8 9 10 11 12



VIEW FROM CLUBROOMS
SOUTH ELEVATION



VIEW FROM VANSITTART PARK FENCE

MGBC	<p>PROPOSED COVER "B" GREEN EAST AND NORTH VIEW</p>	<p>Property of MGBC 13 0</p>	<p>A1 MGBC 13 0</p>
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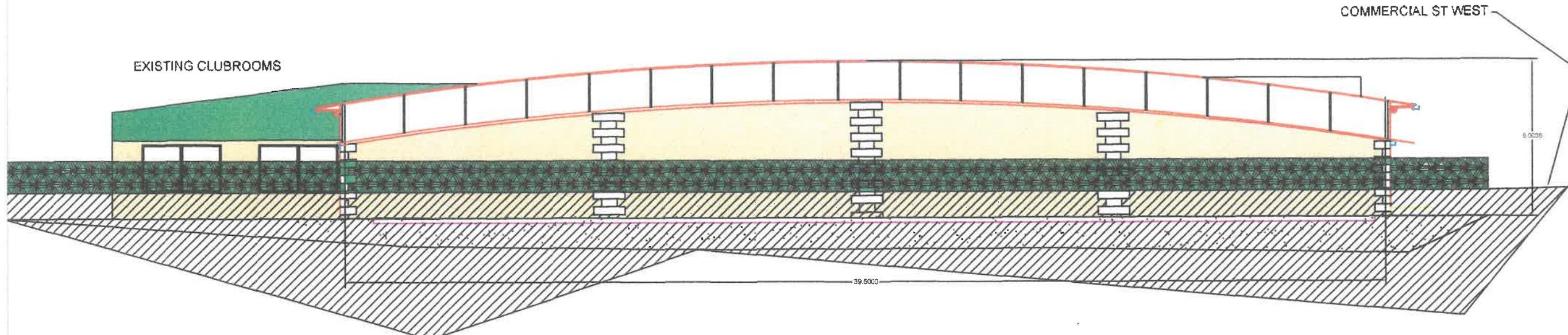
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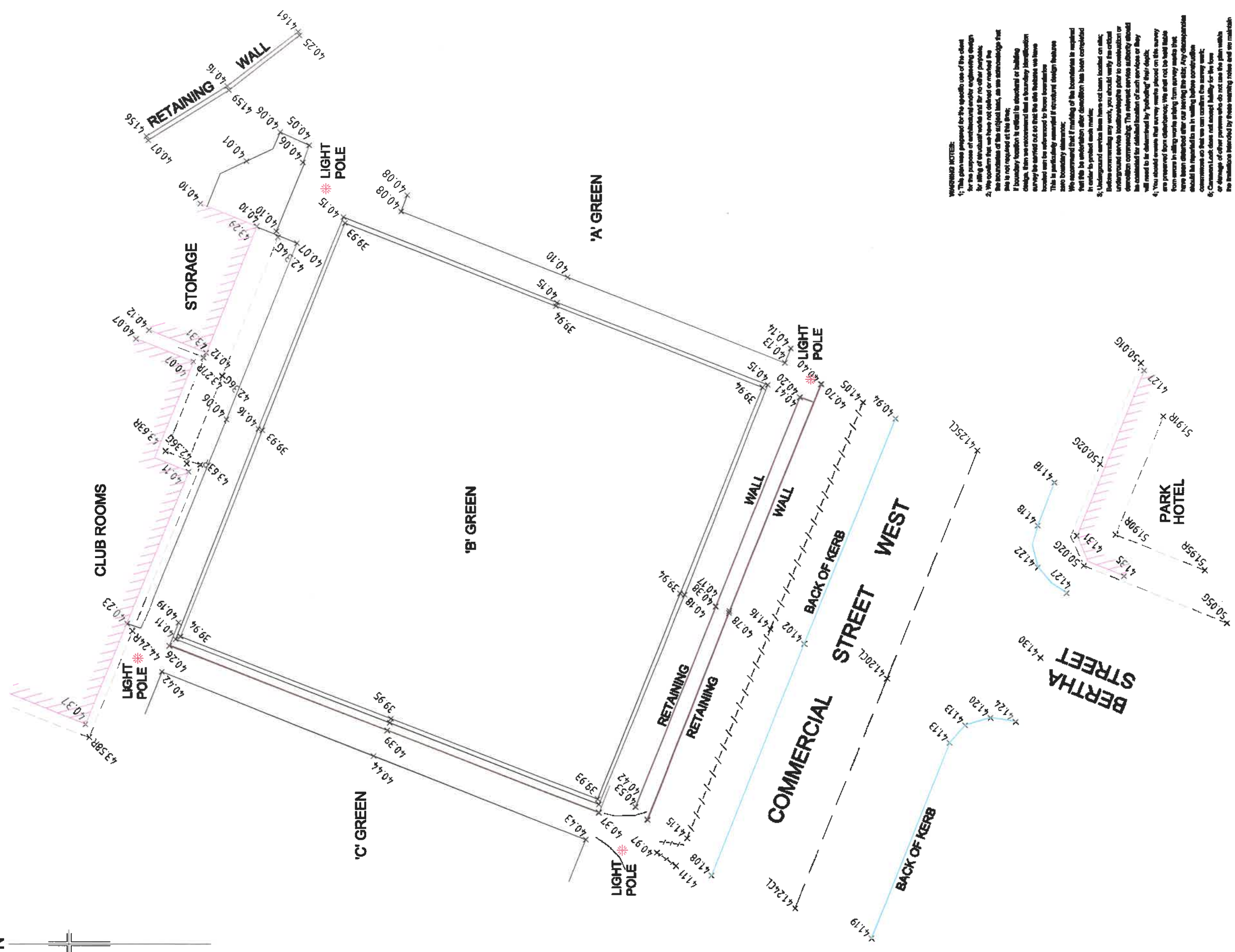
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SOUTH END VIEW FROM
COMMERCIAL ST WEST

MGBC	A1
PROPOSED COVER "B" GREEN VIEW FROM COMMERCIAL ST	MGBC 12



WARNING NOTES:

1. This plan was prepared for the specific use of the client for the purpose of architectural and/or engineering design for the purpose of structural works and for no other purpose. We confirm that we have not advised or worked in the circumstances of this subject land, as we acknowledge that this is not required at this time.
2. If boundary location is critical to structural or building design, then we recommend that a boundary identification survey be carried out on the site before any works are commenced. This is particularly important if structural design features are boundary dependent.
3. We recommend that if marking of the boundaries is required that the boundaries after identification has been established in order to protect such marking.
4. Underground services have not been located on site. Before commencing any work, you should verify the critical underground service locations prior to construction or demolition commencing. The relevant service authority should be contacted for detailed location of such services or they will need to be determined by "digging" their depth.
5. You should ensure that survey marks placed on this survey are protected from disturbance; they should not be used to locate from areas in which works arising from survey marks that have been disturbed after our leaving the site. Any disturbance should be reported to us in writing before construction commences so that we can confirm the survey work.
6. Cameron Lock does not accept liability for the loss or damage of other persons who do not use the plan with the instructions attached by these warning notes and we maintain copies of the data files provided.



46 Helen St Mount Gambier SA 5280
P : 08 8725 8422
www.cameronlock.com.au

Signed _____
Date _____
Date of Survey 27/08/18

MOUNT GAMBIER BOWLS CLUB DETAIL SURVEY

LEGEND:
- - - DENOTES ROOF LINE
- - - DENOTES GUTTER LINE
- - - DENOTES ROAD CENTRE LINE

Revised	Surveyed	Drawn	Approved	Date

1 ORIGINAL PLAN MSB MSB MC MW03

Helix Datum: MGA 84
Origin: PAIR 7025-827
PAIR 7025-828

Helix Datum: AHD
Origin: PAIR 7025-827
RL: 41.10

FILE 2019-07 Detail Survey.dwg

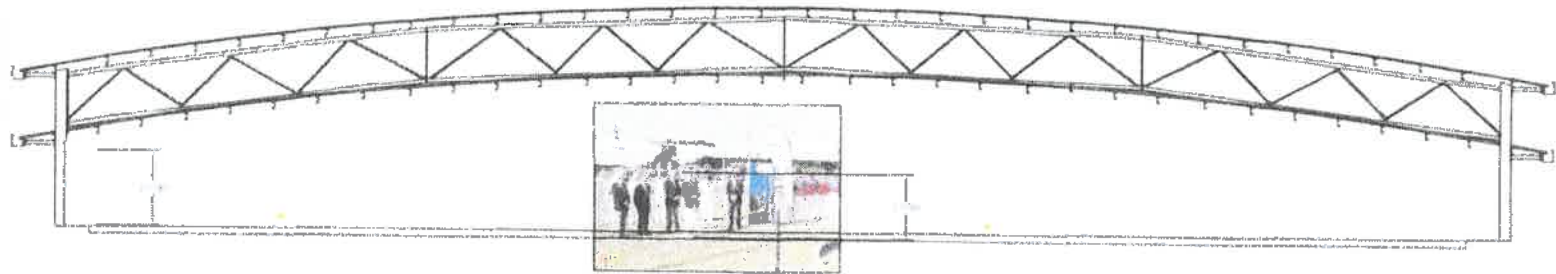
SHEET 1 OF 1

Scale AS 1:300

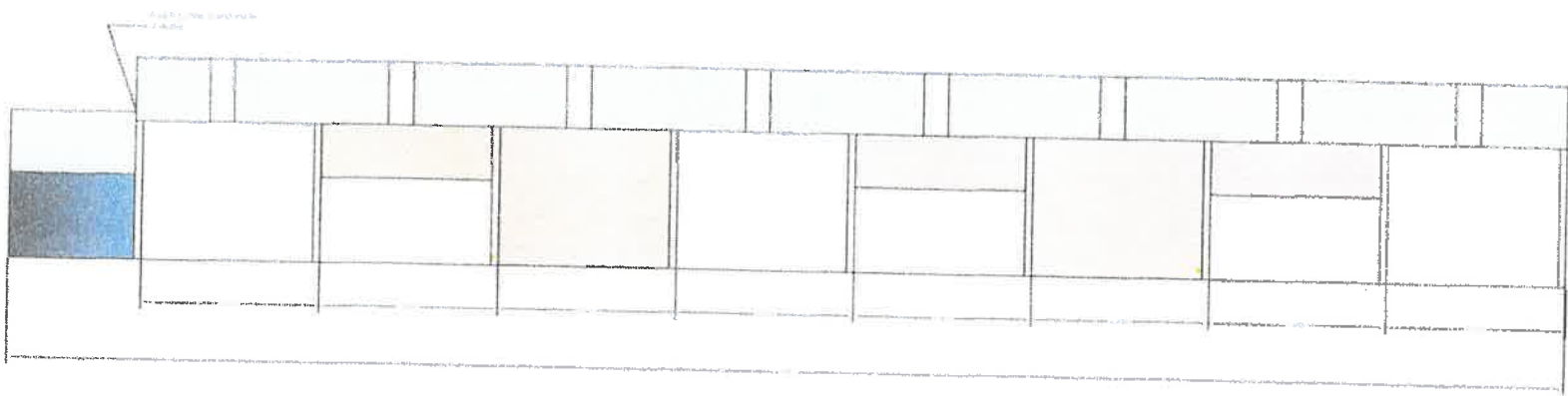
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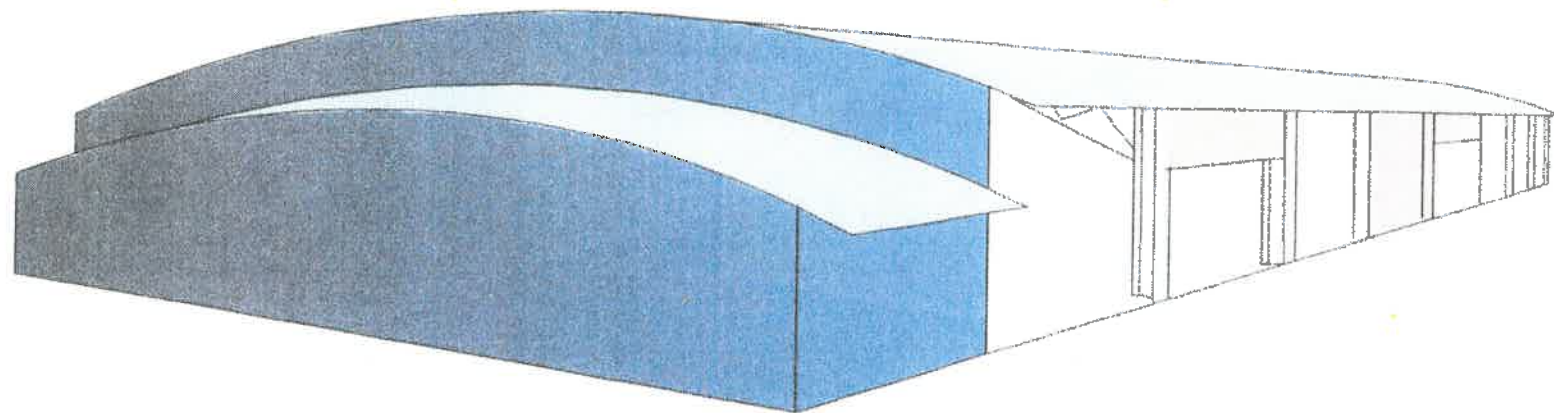
REV. 1

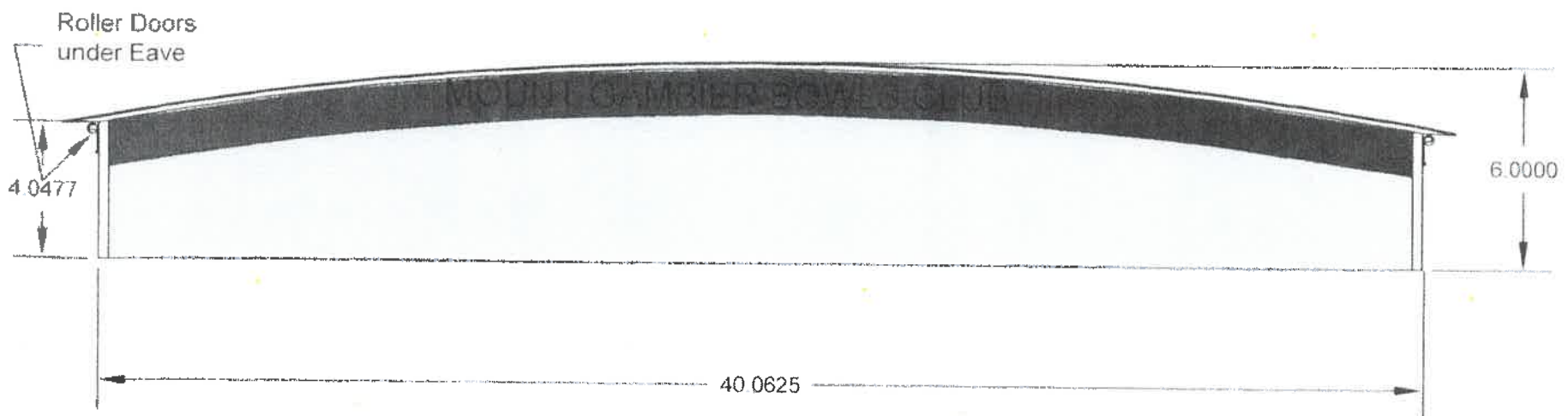




Section on A - A







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SUNTUFF DUAL
WALL POLYCARB
SHEET 2.4 X 1.5 M

MOUNT GAMBIER
STONE WALL RENDERED
TO MATCH EXISTING
BUILDINGS

6.0036

0.8819

38.5000

SOUTH ELEVATION

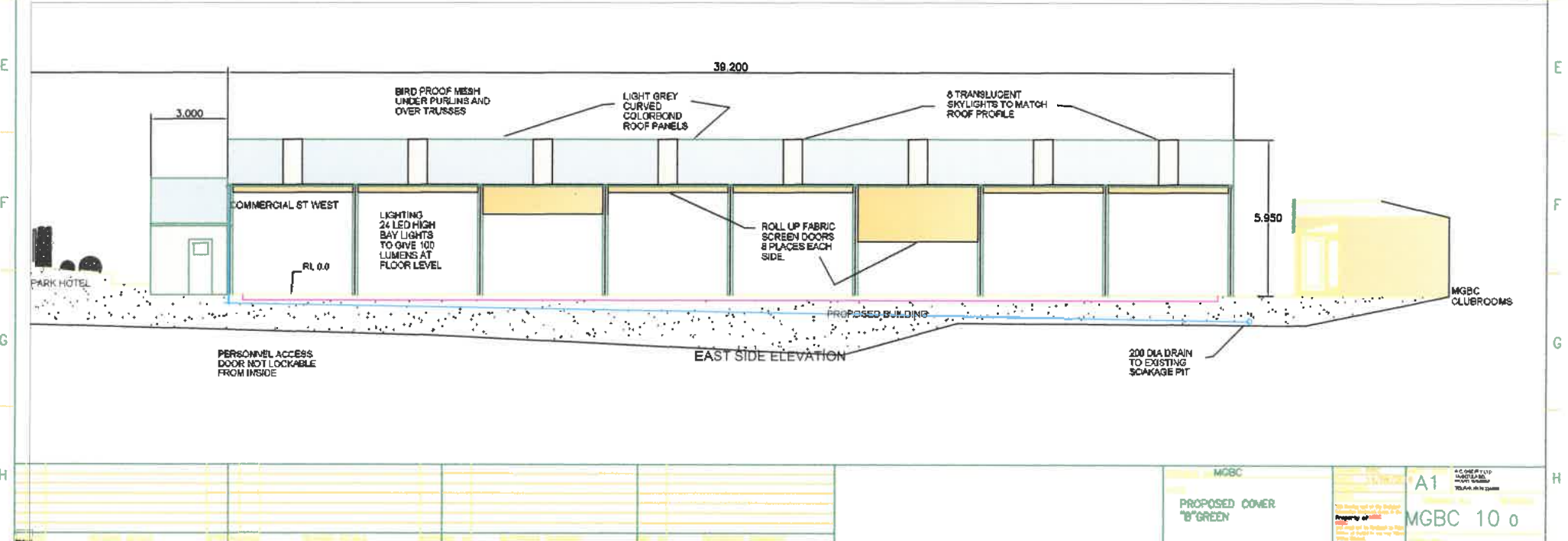
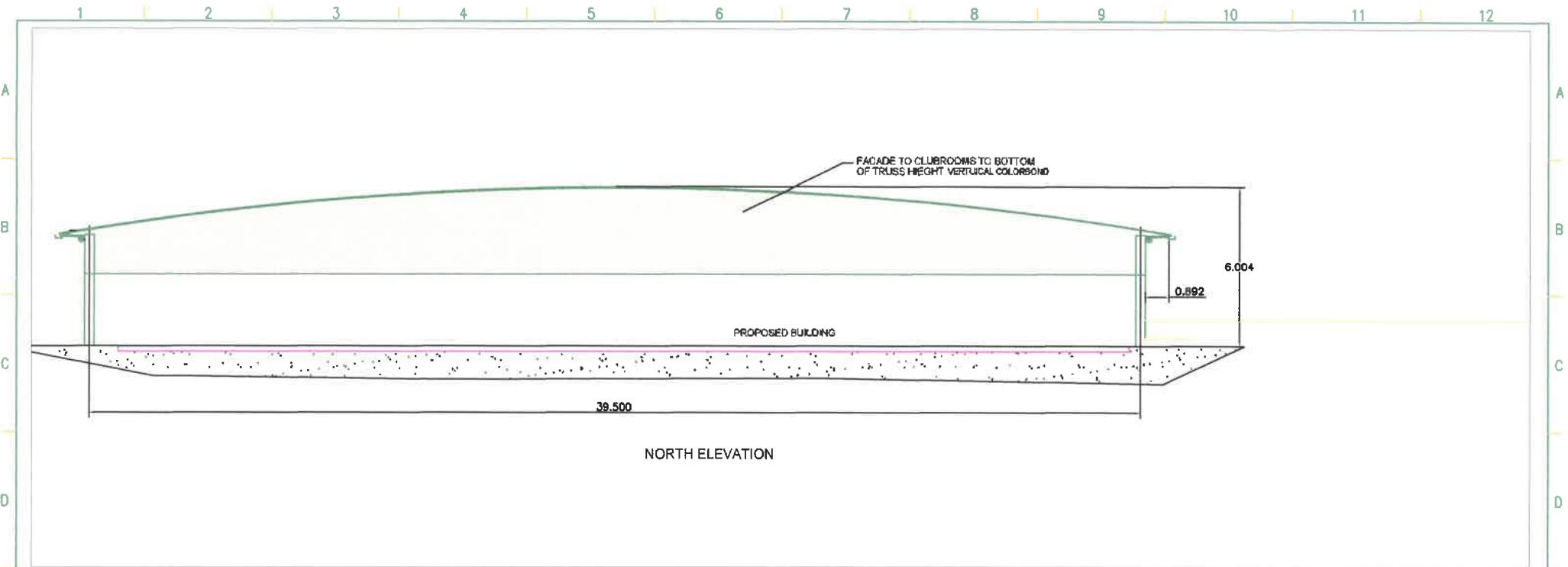
MGBC
PROPOSED COVER
"B" GREEN

Property of

A1
MGBC 12 0

P.C. SHEET NO.
DATE
SCALE

12/01/2019



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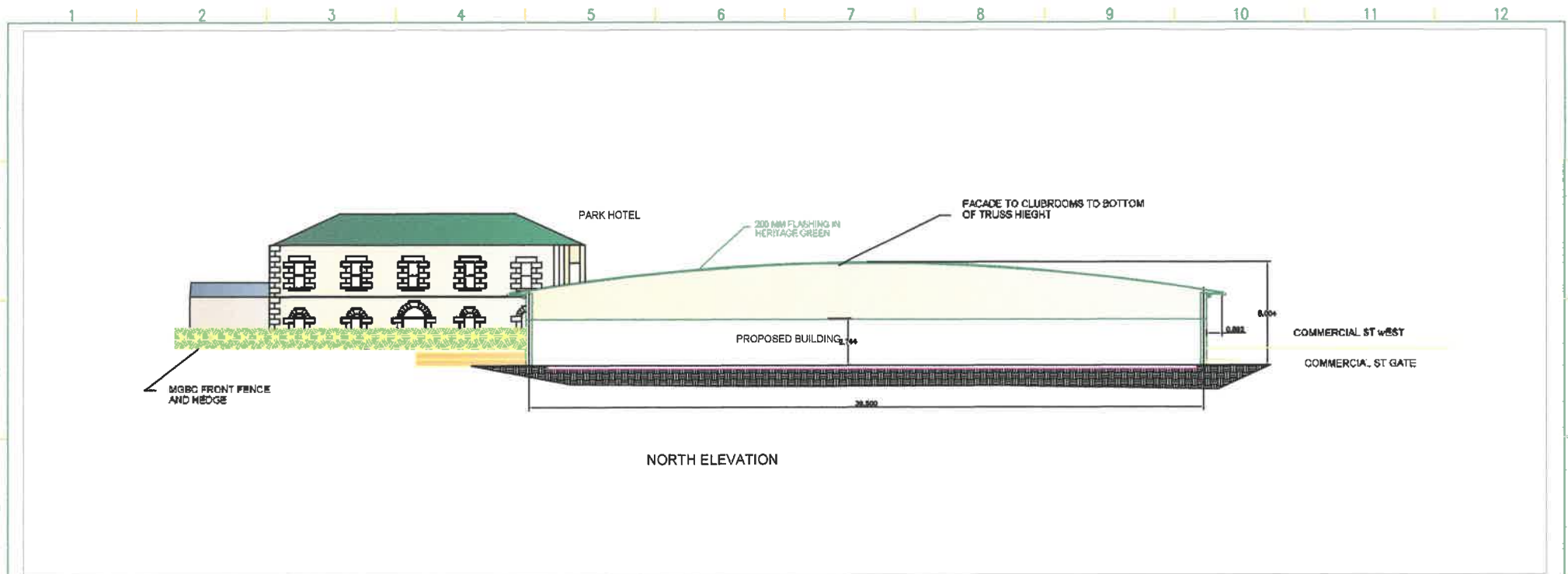
EXISTING CLUBROOMS

COMMERCIAL ST WEST

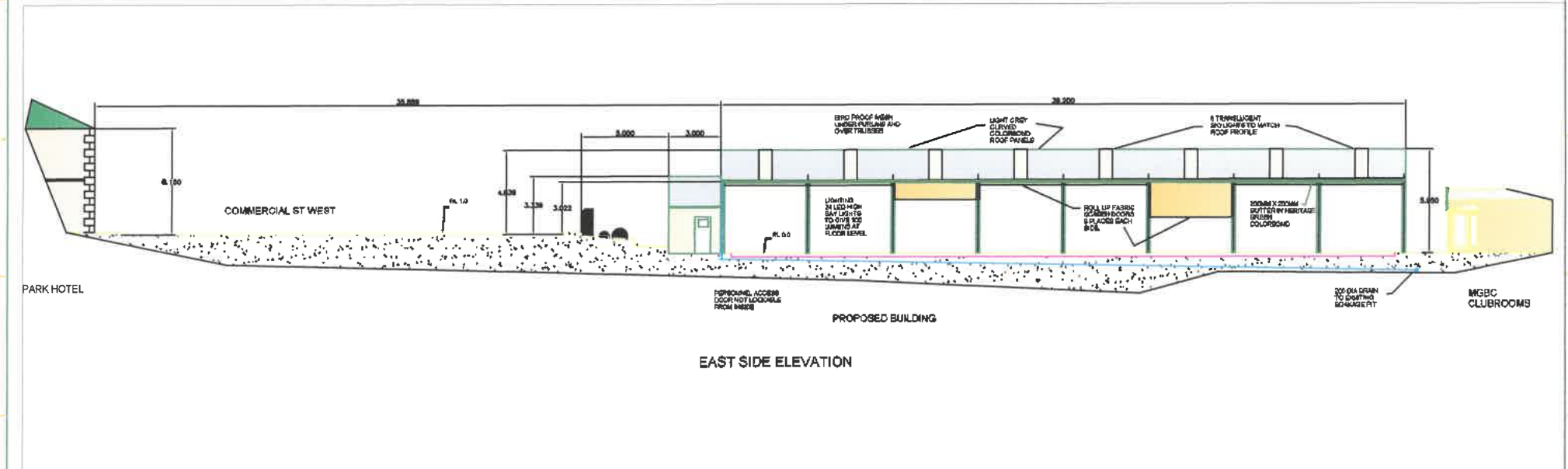
0.0036

SOUTH END VIEW FROM
COMMERCIAL ST WEST

<p>MGBC PROPOSED COVER "B" GREEN VIEW FROM COMMERCIAL ST</p>	<p>Property of</p>	<p>A1 MGBC 12</p>
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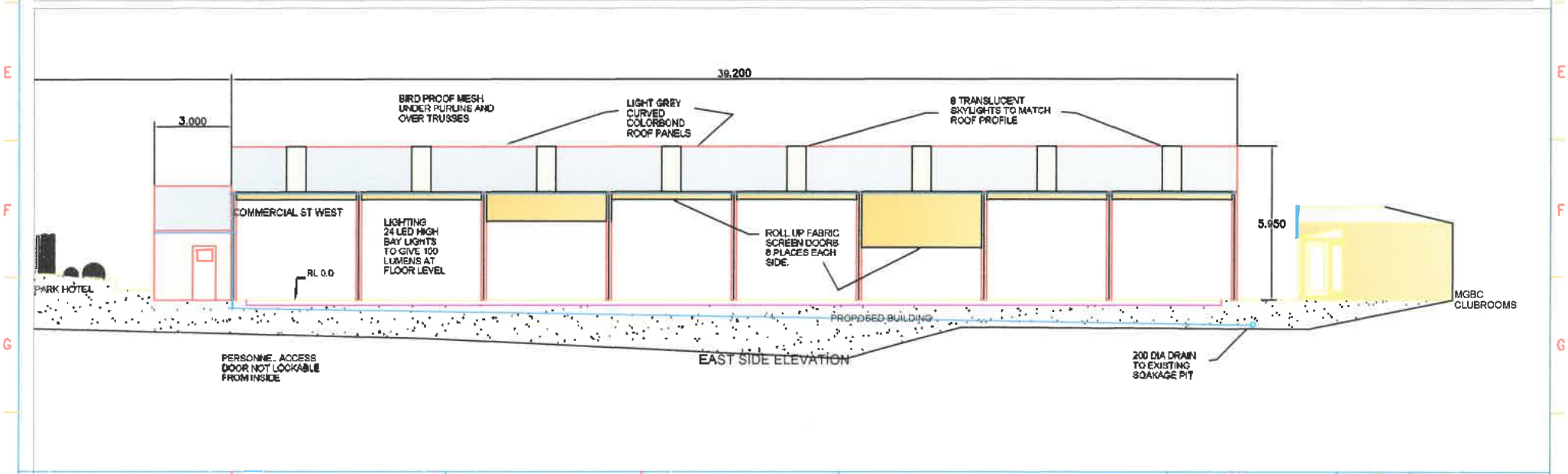
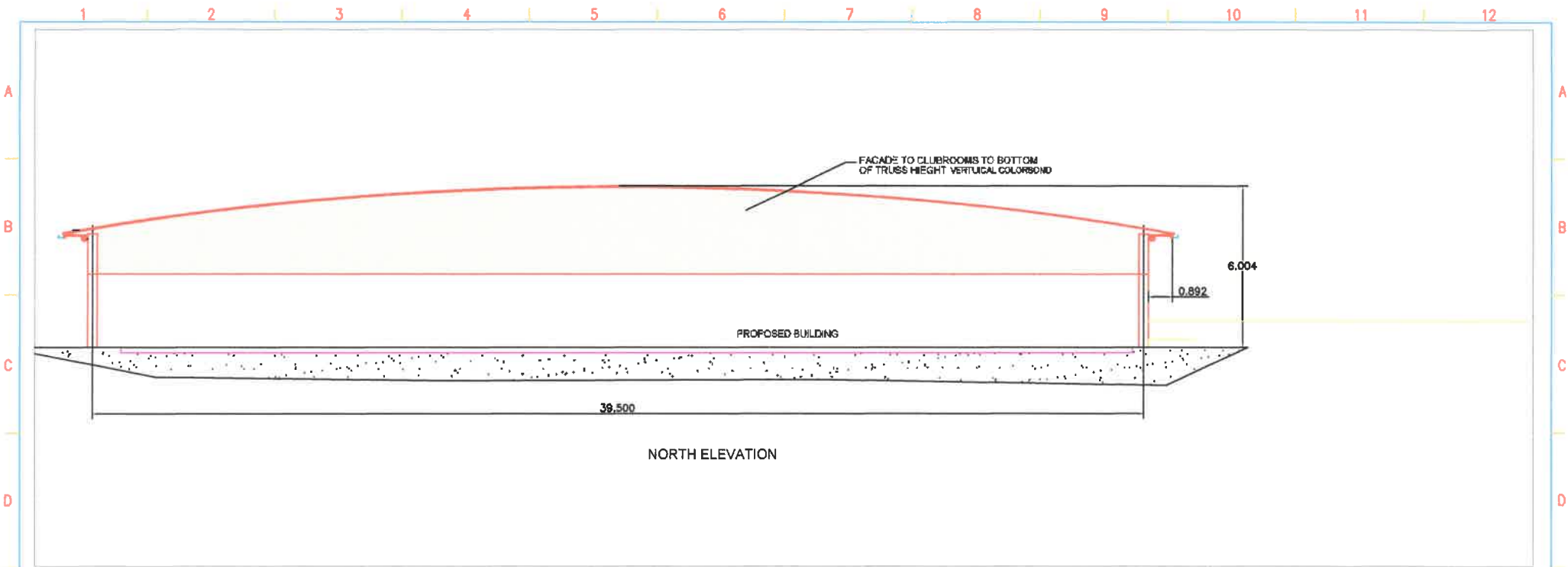


NORTH ELEVATION

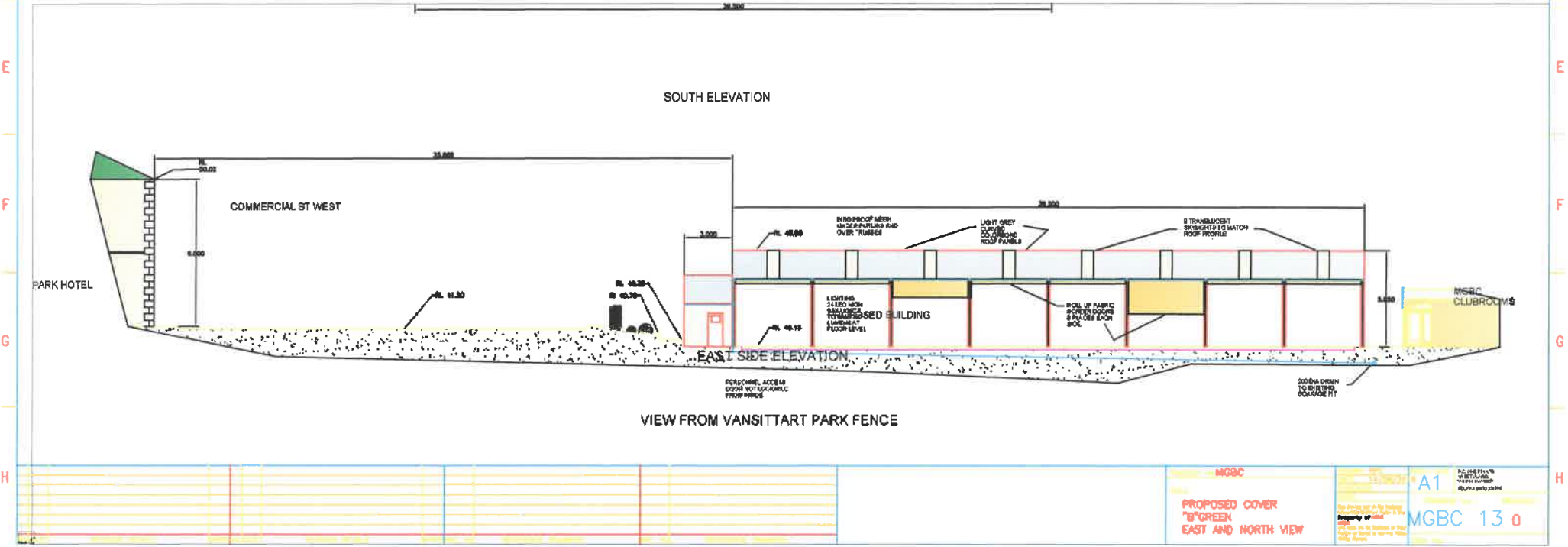
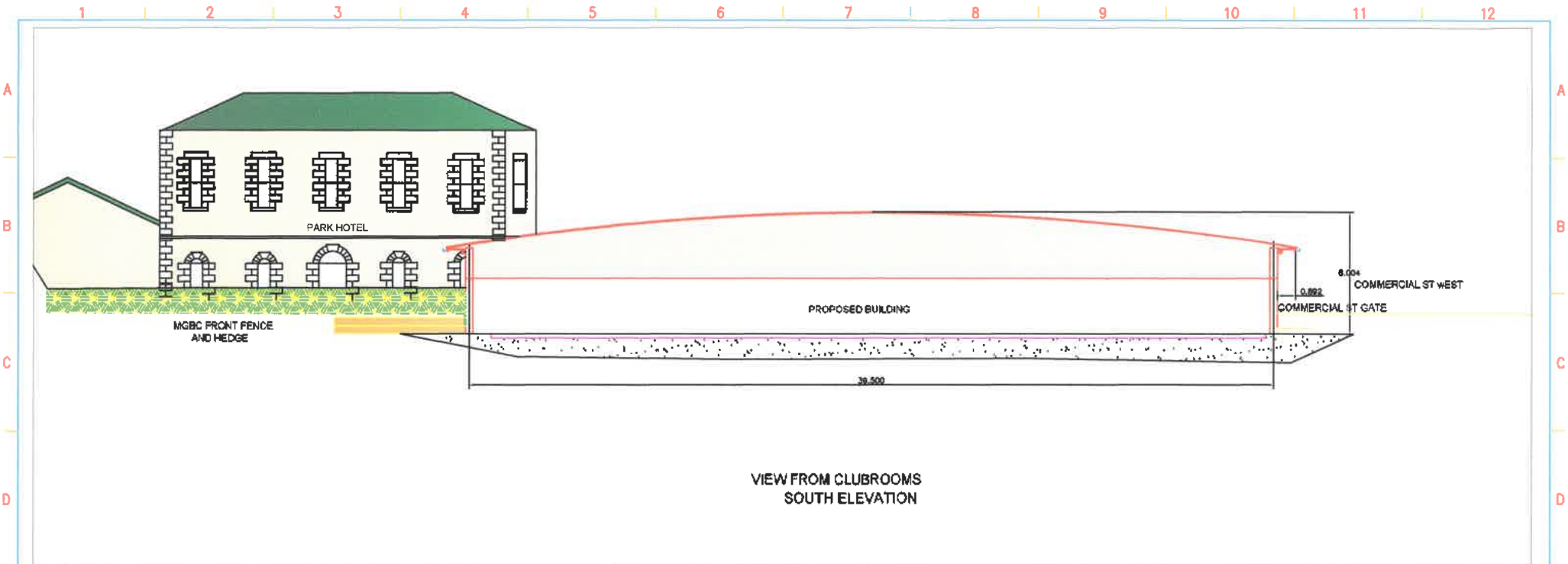


EAST SIDE ELEVATION

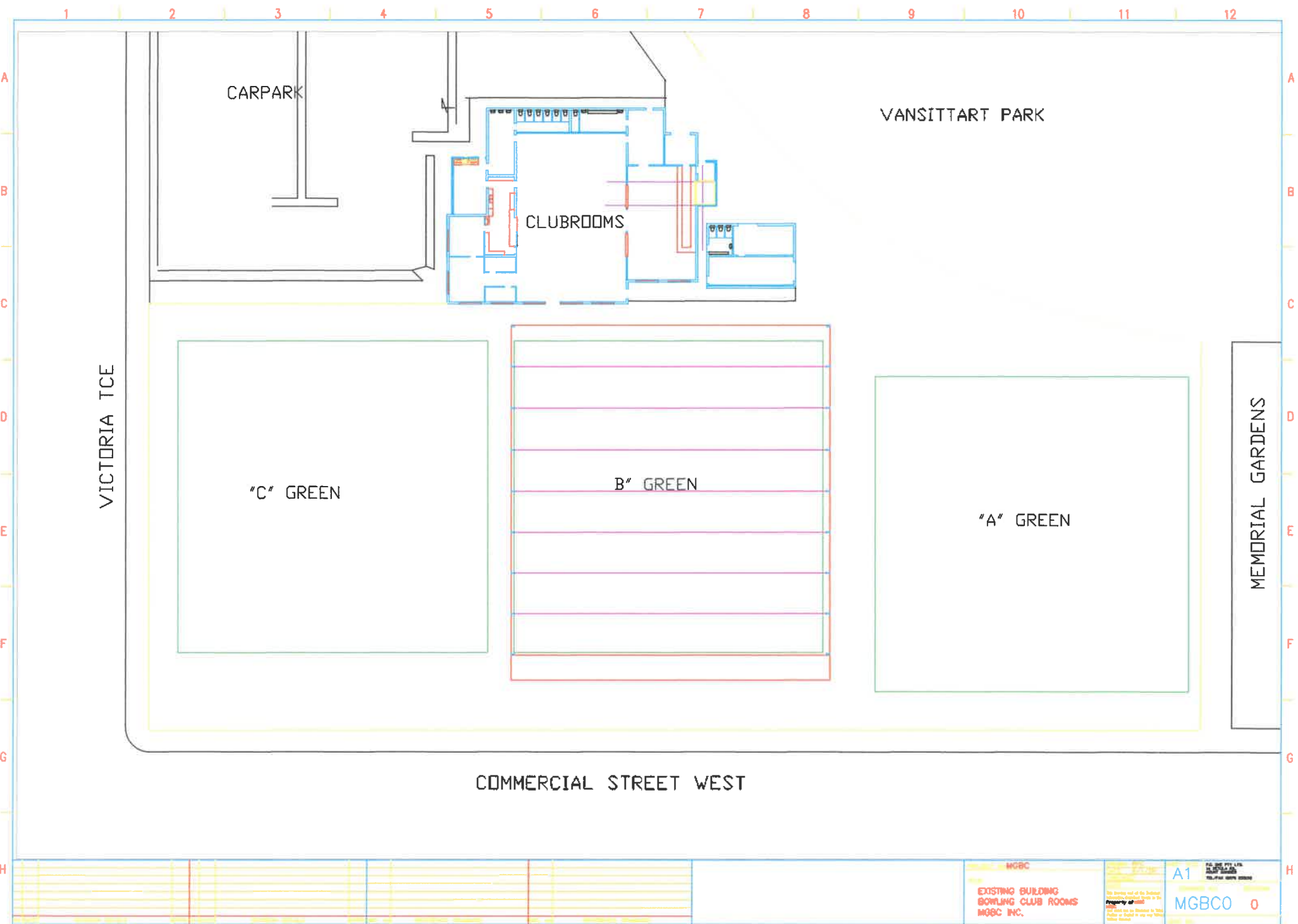
<p>MGBC PROPOSED COVER "B" GREEN NORTH & EAST ELEVATIONS</p>	<p>PROPERTY OF MGBC This drawing and all the fixtures and fittings are the property of MGBC and are to be used only for the purpose of the project for which they were drawn.</p>	<p>A1 MGBC 10 0</p>
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					<p>MGBC</p> <p>PROPOSED COVER</p> <p>8' GREEN</p>	<p>Site: Technical of the Building</p> <p>Property of: MGBC</p> <p>Not valid for building or site</p> <p>unless approved by the client</p>	<p>A1</p> <p>MGBC 10 0</p>
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MGBC	<p>PL 04/21/14 10/11/2014 10/11/2014 10/11/2014</p>	A1	<p>PL 04/21/14 10/11/2014 10/11/2014 10/11/2014</p>
PROPOSED COVER "GREEN" EAST AND NORTH VIEW	<p>See drawing for all other building information. All dimensions are in millimetres unless otherwise stated. All work is to be done in accordance with the relevant building codes.</p>	MGBC 13 0	



MGBC
 EXISTING BUILDING
 BOWLING CLUB ROOMS
 MGBC INC.

This drawing and all the information contained herein are the property of MGBC Inc. and shall not be released to any other party without the written consent of MGBC Inc.

A1
 MGBC0 0





MGA INSURANCE BROKERS

B

Rexel

LST

Rexel electrical, lighting & data supplies

Green
Triang
electronics

COMPUTERS

TOSHIBA

00 00
00 00









OFFICE EQUIPMENT

PHONE SYSTEMS

RADIO COMMUNICATIONS

MOBILE PHONES

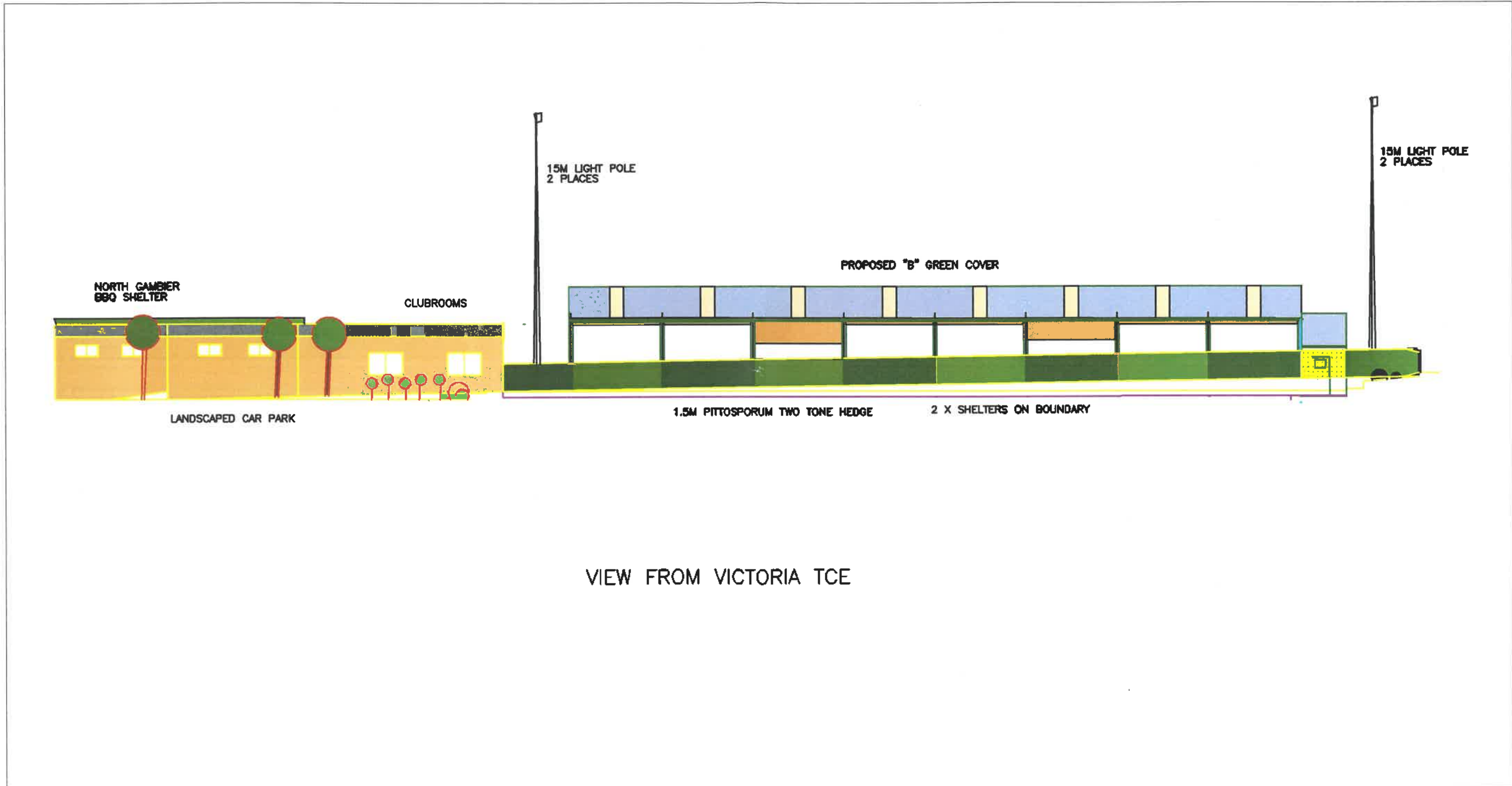
Group Training Employment

OSHIBA

WILSON SECURITY
LOCKSMITHING • ALARMS • SAFES • CARS

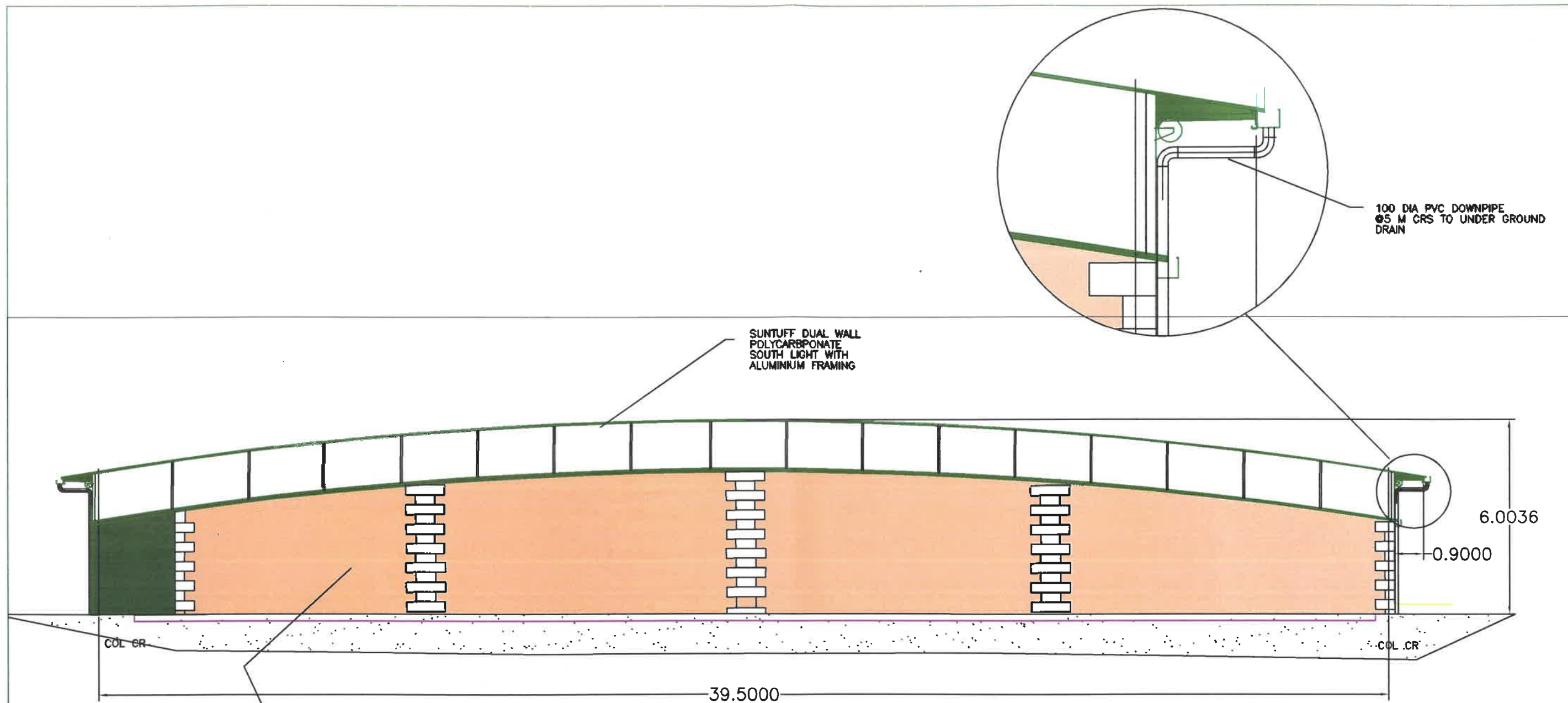
office

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VIEW FROM VICTORIA TCE

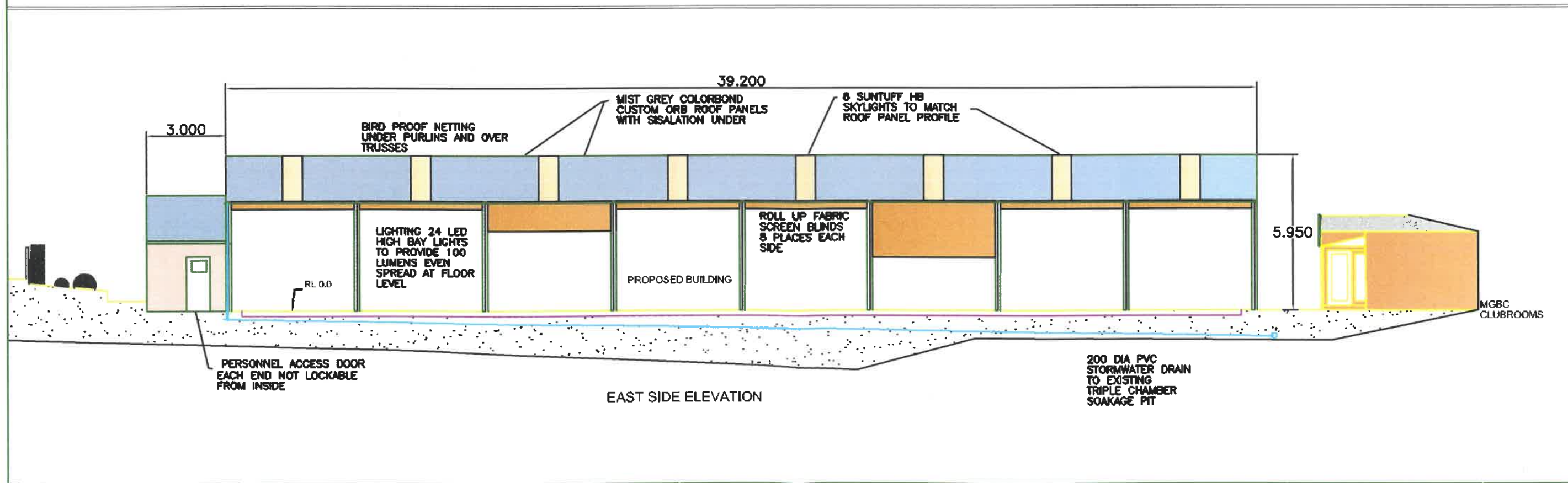
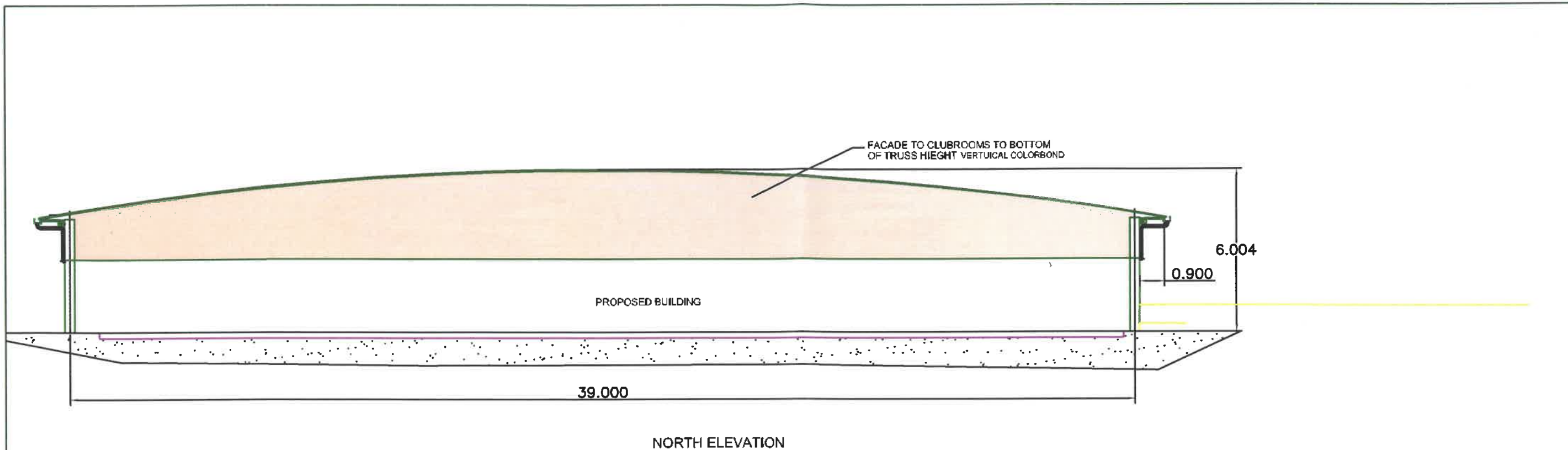
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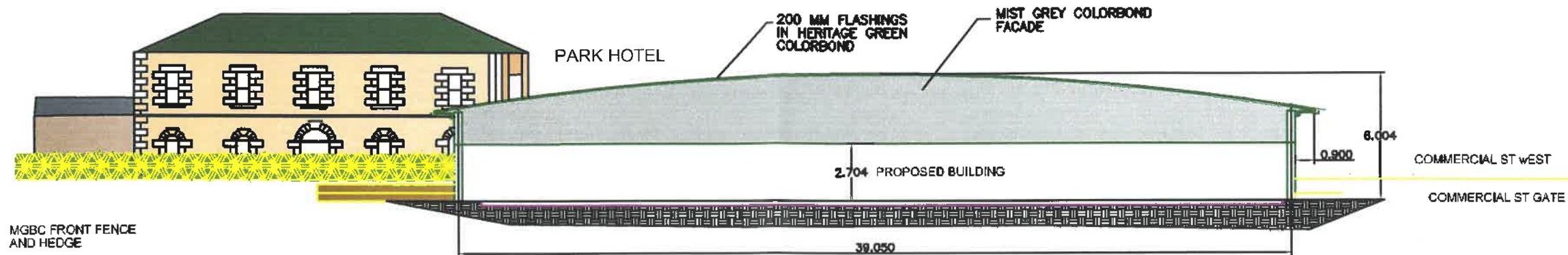
SOUTH ELEVATION

MATERIALS OF CONSTRUCTION
 FRAMES AND COLUMNS HOT DIPPED GALVANISED STEEL
 ROOF MATERIAL COLORBOND CUSTOM ORB MIST GREY
 SKYLIGHTS SUNTUFF HB DIFFUSED LIGHT CUSTOM ORB PANELS.
 INSULATION UNDER STEEL PANELS - ALUMINIUM SISALATION.
 BIRD NETTING INSTALLED UNDER PURLINS AND OVER RAFTERS.
 GUTTERS 200MM HERITAGE GREEN COLORBOND WITH 100 MM DOWNPIPES AT EACH COLUMN.
 DOORS POLYPROPELENE ROLL UP FABRIC BLINDS OF FABRIC AND EDGE GUIDES FOR STABILITY. COLOUR TO MATCH EXISTING BUILDINGS.
 SOUTH WALL CAVITY STONE WALL WITH QUOINS AT 10M INTERVALS AND STABILIZING BUTTRESS WALLS INTERNALLY.

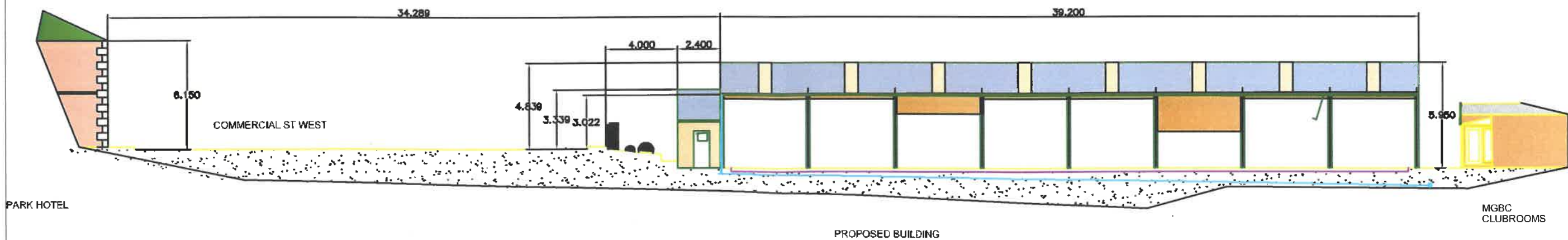
<p>PROPOSED COVER "B"GREEN SOUTH ELEVATION</p>				<p>MGBC 14/09/2018</p>	<p>A1 MGB 105 1</p>
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	<p>PROJECT: MGBC</p> <p>DATE: 13/09/20</p> <p>PROPOSED COVER "B" GREEN N & E ELEVATIONS</p>	<p>SCALE: A1</p> <p>MGB 104 0</p>	<p>P.L. USE PLY. ALL WORK SHALL BE IN ACCORDANCE WITH THE MGBC 104 0</p> <p>13/09/20</p>
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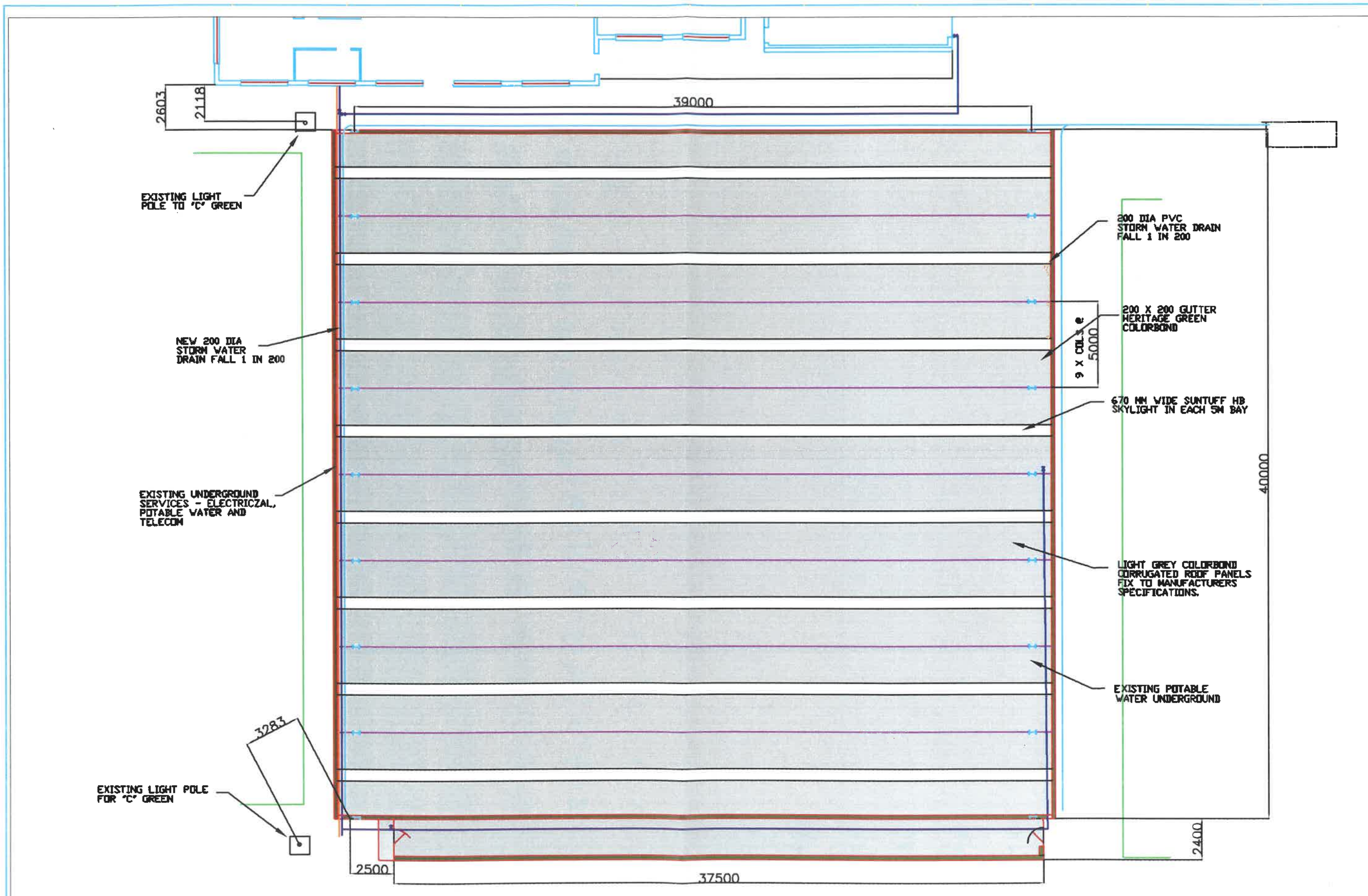


NORTH ELEVATION



EAST SIDE ELEVATION

<p>MGBC</p> <p>PROPOSED COVER "B" GREEN NORTH & EAST ELEVATIONS</p>		<p>DATE: 13/09/20</p> <p>SCALE: A1</p> <p>PROJECT: MGB 103 1</p>	<p>MGBC CLUBROOMS</p>
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EXISTING LIGHT POLE TO 'C' GREEN

NEW 200 DIA STORM WATER DRAIN FALL 1 IN 200

EXISTING UNDERGROUND SERVICES - ELECTRICAL, POTABLE WATER AND TELECOM

EXISTING LIGHT POLE FOR 'C' GREEN

200 DIA PVC STORM WATER DRAIN FALL 1 IN 200

200 X 200 GUTTER HERITAGE GREEN COLORBOND

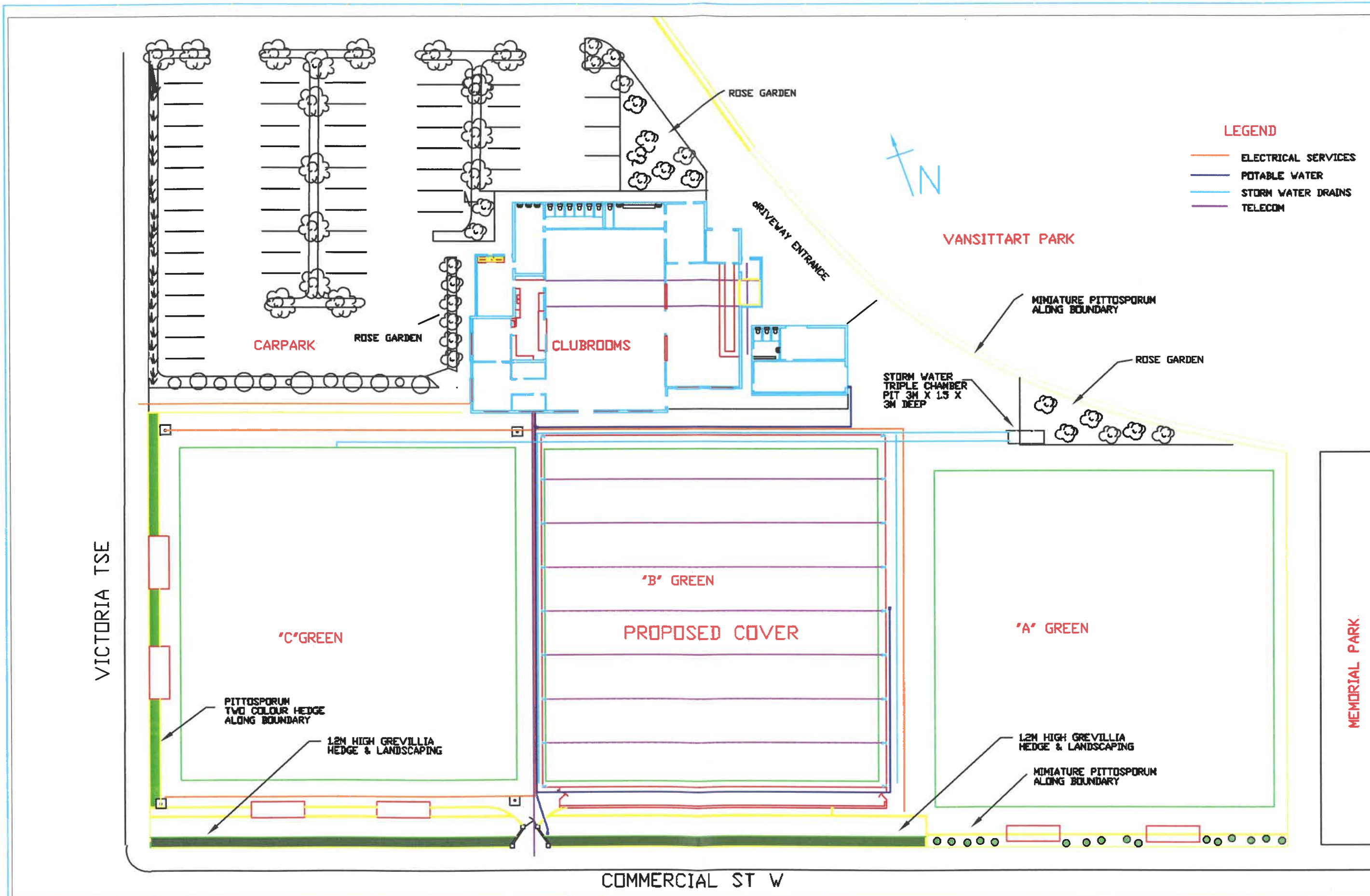
670 MM WIDE SUNTUFF HB SKYLIGHT IN EACH 5M BAY

LIGHT GREY COLORBOND CORRUGATED ROOF PANELS FIX TO MANUFACTURERS SPECIFICATIONS.

EXISTING POTABLE WATER UNDERGROUND

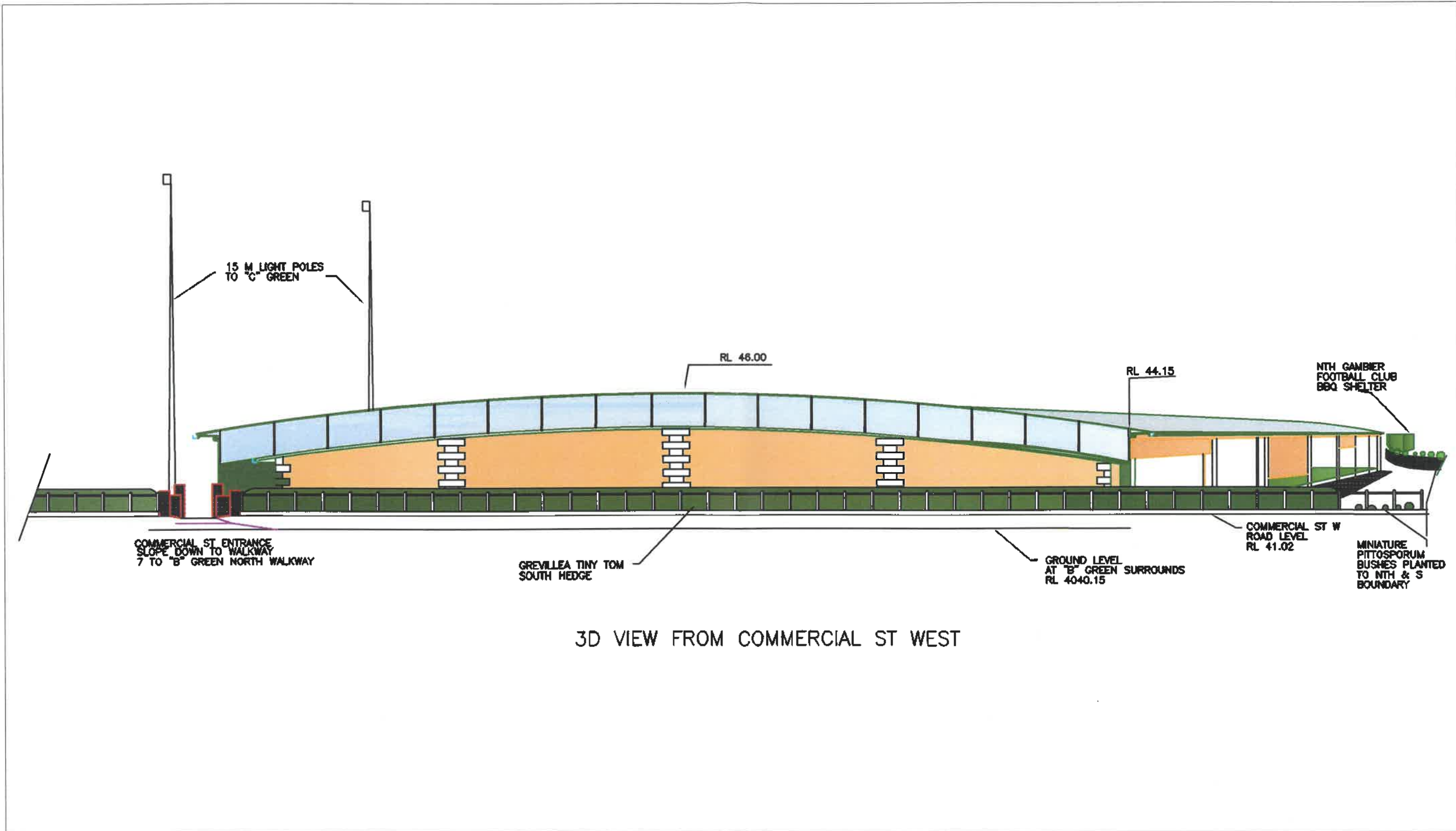
9 x COLS @ 5000

<p>MGBC</p> <p>1-200</p> <p>PLAN VIEW 'B' GREEN COVER PROPOSAL</p>	<p>DATE: 25/10/18</p> <p>A1</p> <p>MGB 102 1</p>
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- LEGEND**
- ELECTRICAL SERVICES
 - POTABLE WATER
 - STORM WATER DRAINS
 - TELECOM

<p>PROJECT: MGBC</p> <p>SITE PLAN</p> <p>BOWLING CLUB</p> <p>MGBC INC.</p>		<p>SCALE: 1:400</p> <p>DATE: 29/10/18</p> <p>PROPERTY OF MGBC</p>	<p>A1</p> <p>MGB 101 1</p>
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3D VIEW FROM COMMERCIAL ST WEST

REVISIONS	DATE	BY	REASON

<p>PROJECT: MGBC</p> <p>TITLE: PROPOSED COVER "B" GREEN 3D VIEW FROM COMMERCIAL ST</p>	<p>DATE: 2/11/18</p> <p>SCALE: 1:50</p> <p><small>Do not copy or reproduce without the written permission of the author.</small></p>	<p>NO: A1</p> <p>PROJECT NO: MGB 107 1</p>
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Presentation to Mount Gambier DAP for Mount Gambier Bowls Club Inc.

History.

The Mount Gambier Bowls Club has been a progressive Club ever since it's foundation in 2004. At this time we were the first regional club in South Australia. Bowlers travelled from Portland to Mount Gambier by horse and dray to play in an inter- City competition to celebrate the new Club. We still retain a strong relationship with Portland Bowls Club. At that time we had rinks in Heriot St. now the home of the Mount Gambier Tennis Club. Bowls was also played at the croquet court behind St Andrews Church.

In 1946 the Club had outgrown Heriot St and the Club negotiated for lease of part of Vansittart Park. The land donated by Mr Vansittart with the proviso that it be used for the pursuit of Sport. The Mount Gambier Bowls Club quickly grew to occupy four greens and members had constructed the bones of the current building.

The Mount Gambier RSL was formed in early 1950s by members of Mount Gambier Bowls Club recognising the need and opportunity for another Club.

With encouragement from City Council the premises have been further developed and gardens maintained to compliment the Park environment.

In 2004 we installed the first synthetic carpet green in South Australia and subsequently changed all the Greens from grass to carpet. This has allowed the Club to offer year round activity to members and the Community with the fickle weather of the South East now constituting a major constraint.

In 2004 we approached Council with a proposal to cover the then "D" green with a building and Council funded a design not greatly dissimilar to today's proposal. At that time the Club was unable to afford the cost of development. Having given over "D" green to car parking, partly funded by the Club, we are now given the opportunity to revisit a covered green due to the generous sponsorship of a member and a grant of \$100,000 from the State Government. This is a once off opportunity for a development of this scale.

Research

The ambition to erect a cover over one of our greens to provide weather protection for members and to provide a Community facility for major events has continued for 10 yrs. Our recent fortune in having a member willing to fund a large part of the cost now makes the cover affordable. With encouragement from the City Council we have negotiated with a number of Businesses over the past 2 yrs. Some proposals were 15m high while others did not offer adequate weather protection for the South East.

Dome Shelter offered a domed shelter similar in form to a plastic greenhouse. This proposal was ultimately rejected due to it's height and tent like appearance.

GCMA (West Australia) offered a fabric covered, pitched roof with gable ends. The ridge height of 15m was considered unsuitable. They eventually reduced the overall height to 8 m but the presentation was too shed like, despite efforts to round the eaves and ridge, to be thought acceptable.

Greenline, Mildura, NSW proposal was a fabric structure with open sides similar to the covers over City car parks. The proposal did not offer enclosed sides, considered essential for Mount Gambier climate. The cost of the structure was prohibitive and the fabric requires regular cleaning and has a life limited to 25 yrs.

Parham Constructions a local Company has after some negotiation offered a low profile curved roof structure that the Club believes is compatible with the environment, offers secure dry and shaded conditions and is higher internally than equivalent structures in the United Kingdom.

Proposal.

Our Proposal is to construct a domed roof, low profile cover, with a Heritage green colorbond roof, with 12 semi-opaque panels, and fabric roll up curtain sides. The South end of the building will have a step down section, 3 m wide, reducing the visual relationship with Commercial St West. The Southern wall will be constructed of rendered Mount Gambier stone with quoins at 10m intervals to visually match the appearance of other buildings on Commercial St West. Between the roof sections the cladding will be Suntuff dual wall polycarbonate to reduce the visual impact of the structure.

Lighting will be 24 LED high bay lights with some of the lighting supplied by solar panels already installed on the Club Roof.

Drainage of storm water will be to an existing sump in the North East corner of the Bowls Club site. The present greens drain to this sump and the roof will not increase the collection area.

Internally the roof will be clad with reflective sisalation to minimise internal heat in summer and bird netting will cover purlins and trusses to prevent birds roosting.

All construction is sourced locally ensuring maximum benefit to the Community.

Development Plan

In making this proposal the Mount Gambier Bowls Club has had due regard to the sensitive nature of the location.

We have made every effort to reduce the height, compatible with use, and offer a colour scheme and materials in keeping with the character of Commercial St West as suggested in the Development Plan, Recreation Zone, P 168

Clause 4. Further we note that this Section, clause 1 references development for facilities for active and passive pursuits, and clause 2 that sporting club rooms and facilities should be integrated in discrete clusters

We have also endeavoured to give due regard to the Development Plan sensitivity to Local Heritage and note that Development Plan, P 32 "Vansittart Park." references the federation style dwelling to the North and East and their proximity to the landscape of Vansittart Park. This clause also references Figures MTG H(C)/2 and 3. The Local Heritage items listed for Vansittart Park are the Rotunda, Gates and the War Memorial in the Memorial Park and the Grand Stand on the football oval. None of these items have clear sight lines to our proposal on "B" Green. The Rotunda and Memorial are fully screened by trees and the Grand Stand by other developments on the football grounds.

The Development Plan, P 33 Clause 6 states Development should take design cues from the existing historic built forms. In doing this it is not necessary to replicate historic detailing; however design elements for consideration should be compatible with building and streetscape character and should include but not be limited to :

- (a) scale and bulk
- (b) width of frontage
- (c) boundary set back patterns
- (d) proportion and composition of design elements etc
- (e) colour and texture of materials

From the photographs enclosed with our submission we believe our proposal has integrity

with these recommendations.

Evaluation

In applying for Planning Consent The Mount Gambier Bowls Club offers the following economic and social benefits to the Community of Mount Gambier.

Commitment

Present Lease requires:

Maintain vegetation in healthy state.

Maintain the Site, particularly the front garden to an exceptionally high standard of presentation. Refer enclosed photographs

Provide new infrastructure from time to time

Provide the reserve for a variety of sporting events and encourage multi-use.

Economic.

Local business will be used in construction and services.

Main structure – Parham Constructions

Electrical work – Stuckey Electrical

Blinds - Dollar Curtain and Blinds

Plumbing - Zaadstra

Increased tourism will be generated by increased tournaments and Community Events.

Bowls – Winter Tournaments and less cancellations.

Greater participation by visitors from Western Districts Victoria and the South East.

Generations in Jazz.

Other major public events – the only venue offering 1600 sq m. full catering, and conference facilities.

Social

School sports curriculum activities guaranteed.

Benefits to the elderly with activity regardless of weather.

Benefits commitment by broader community to play bowls.

All participants protected from adverse weather.

Venue will attract people from a wide catchment.

Visitors to Mount Gambier guaranteed opportunity.

Current Use

Probus Clubs, Ladies and Men, Monthly

Red Cross Four times per year for a week at a time.

Mount Gambier Weight Watchers – three times per week

Indoor Bowls Association – Association Tournaments.

A number of Business Social Clubs and individuals use the premises for activities.

Heritage Advisers Comments.

The Mount Gambier Bowls Club supports the Heritage Advisers opening paragraphs referencing the nature of Vansittart Park as a recreation and Sports centre and reflect on the historical use of this venue in the past as Mount Gambier's Premier Sports ground. In this context the playing of Cricket by the English and Indian National teams in the past. Indeed the Mount Gambier Bowls Club has hosted training by the Scottish National Team prior to the Commonwealth games and have hosted Inter-State matches between South Australia and Victoria. In this context it is well to note that Melbourne built Darebin Indoor Bowls Centre for the Commonwealth Games.

It is sad that as we cling to the past and refuse to move forward these opportunities will pass us by. Of course we should preserve what is good but as North Gambier Football Club recognised in their submission to Council for a major development of Club Rooms on Vansittart Park, The proposal to restore the grounds to a premier cricket venue we must move with the times. To stay in the past condemns us to watching others grasp the opportunities.

In our submission we respectfully submit that our development, even though the building is large, does not dominate the park, because the Local Heritage aspects do not have line of sight from any direction. If we were to comply with the suggested siting of set backs and pattern of development our proposal would be far more intrusive by moving North. Setting adjacent to Commercial St and minimising the visual impacts on The Park Hotel is in our opinion the best option available to us. Bertha St is not an ambulant thoroughfare and vehicle drivers should not be distracted by Vansittart Park, even if they could see over the Bowls Club hedge.

The local area is dominated by Commercial development and the Bowls Club building compliments this character.

As stated earlier in this submission an open sided cover as suggested by Mr Woods would be entirely unsuitable for Mount Gambier climate, although it may well be suitable in Adelaide. The open sided nature of the proposal that we showed to Mr Woods and he has indicated he preferred, despite saying earlier that he rejected any development, was pointed out to Mr Woods at the time we discussed the project.

Mr Woods references the oppressive nature of low roofs and this has been a consideration in our proposal. The gentle curvature of the roof giving more height in the centre will reduce this effect. Excellent lighting will also add to the ambience. Photographs of venues in the UK are attached and these popular centres are lower than our proposal.

By adding sisalation under the roof the transfer of heat in Summer and the loss of heat in Winter will be minimised. The addition of bird netting over roosting sites will minimise vermin.

The present investment in the present facilities is about \$1,000,000 making the suggestion of relocation to another venue, assuming one could be found highly impracticable.

Summary

Mount Gambier Bowls Club has been on the present site for 72 yrs and has progressed with the times , moving to carpet greens, and first with coloured clothing. We have refurbished and extended our Club rooms. We have and continue to be good tenants, always considerate of our venue, it's location and our neighbours.

Mount Gambier RSL and District, and Port McDonnell Bowls Clubs have already indicated they would like to share these facilities for some of their activities.

This is a once in a lifetime opportunity.

We hope the DAP will approve our proposal.

Fiona Mcgregor

From: Richard Woods <richard@habitableplaces.com.au>
Sent: Tuesday, 20 November 2018 10:48 AM
To: Simon Wiseman
Cc: Tracy Tzioutziouklaris
Subject: Heritage Assessment DA 381/0315/2018 Mt Gambier Bowling Club Covered Bowling Green

Dear Simon

Thank you for referring this application for heritage assessment.

I have reviewed further information submitted on 12/11/2018.

The application has not addressed any of the substantive issues raised at initial discussions and in my preliminary advice to the applicants of 11th July.

The inclusion of a rendered stone wall with quoins and the use of heritage colours does not to ameliorate the excessive bulk, scale and visual intrusion of the proposal. The change from roller doors to roller blinds has no material impact.

I have again assessed the proposal against the heritage objectives of Council's Development Plan.

My assessment is fully expressed in my original advice, attached below.

On balance, I RECOMMEND that this application be REFUSED Development Plan Consent.

Regards

Richard Woods
Limestone Coast Heritage Adviser

habitable places

architects

24 Divett Place Adelaide SA 5000
ph 8232 9925 mob 0417 827 118
richard@habitableplaces.com.au

Begin forwarded message:

From: Richard Woods <richard@habitableplaces.com.au>
Subject: Mt Gambier Bowling Club Covered Bowling Green
Date: 11 July 2018 12:13:00 pm ACST
To: Simon Wiseman <swiseman@mountgambier.sa.gov.au>
Cc: Tracy Tzioutziouklaris <tracyt@mountgambier.sa.gov.au>

Dear Simon

Thank you for referring a concept plan for the above development for preliminary heritage assessment and advice.

I confirm meeting with the proponents on 30th June to advise on the heritage requirements.

On balance, the proposal in its current form does not conform to Council's policy for Vansittart Park, as set out in Council's Development Plan, for the following reasons:

Heritage Value of Vansittart Park

Vansittart Park is a local heritage place in its own right. It plays a crucial role in the identity of Mt Gambier, as our memorial gardens and traditional recreation ground. Vansittart Park forms a gateway marker to the town centre when approaching from Commercial Street West and Wehl Street North.

The park as a whole is the heritage place, not just the buildings. The open space character, trees and landscaping are integral to its heritage value and desired future character. The entrance gates, the grandstand, war memorial and rotundas are also identified in the heritage listing.

The Bowling Club is part of the recreation and social history of the park. This land-use is entirely consistent with the heritage values. The current open landscaped appearance of the Bowling Club complements the park-like character of its setting.

The heritage value of Vansittart Park is expressed by its open space character, contrasting strongly with the surrounding urban built form. All four street frontages have an open park-like character. The existing buildings are well set back from the street edges. The grandstand and rotundas are open roofed buildings, appropriate in a park-like setting. From the surrounding streets, the buildings are viewed behind a landscaped foreground. The existing bowling clubroom and other utilitarian buildings in the precinct do not have a strong visual impact.

Vansittart Park Heritage Policy Area

The park is located in the Vansittart Park Local Heritage Policy Area in a Residential Zone. Council's Development Plan has policies for new development in heritage policy areas. To ensure that the heritage value is protected, future new buildings in the park should respect the established pattern of development within the park, including siting, setbacks and built form. New development should not dominate the locality.

The surrounding residential and commercial development along Commercial Street West are not relevant as a reference point for new development in the park.

Council's Development Plan Objectives

Development that complements the historic significance of the area.

Development that contributes to desired character.

Council Development Policies

Development affecting a heritage place should *be compatible with the heritage value*. It should have regard to:

Important vistas and views to and from the place,

The existing boundary setback pattern,

*Scale and bulk,
The design of rooflines, and
Landscaping elements.*

Assessment

The proposed shelter represents a substantial intensification and change in nature of an existing land use. The recreational land use is entirely appropriate. However the change from an outdoor open space activity to a fully enclosed indoor sporting venue requires a large scale built form.

It is not appropriate for a 1,600 m² building to be constructed in this location, with minimal setback to Commercial Street West. An enclosed building with minimal street setback will block important views and vistas. It does not reflect the pattern of existing pattern of development which is that buildings are well set back from the street edges.

The proposed gable end wall facing the street is a 40 metres long. The 6 metre height is not excessive, but the length of this blank, unarticulated wall would dominate and obscure the view of Vansittart Park from Bertha Street.

The side walls of the proposed building will be highly visible when approaching along Commercial Street West from both directions. These walls are proposed to be enclosed with 4 metre high roller blinds. While these roller blinds may sometimes be open, for assessment purposes it is assumed that the doors will mostly be closed. Each roller door is 5 metres wide and will be 20m² in area. A wall of roller doors of this scale is akin to a light industrial warehouse or a commercial self storage facility. It would be highly intrusive. It would not complement the open space character or complement the historic significance of the area.

Recommendations

On balance the proposed building will have a significant and unacceptable adverse impact on the heritage character of Vansittart Park, due to its siting, lack of setbacks and built form.

It does not accord with the Council's objectives and policies as set out in Council's Development Plan.

It should not be granted Development Plan Consent.

Other Advice

As previously advised, an open sided lightweight shelter would be more in keeping with the historic rotunda and grandstand, and may have an acceptable visual impact in this location within the park. The scale of the roof form and the enclosure of the walls to provide wind protection exacerbates the adverse heritage impact.

The proportions of indoor spaces for human enjoyment is crucial. The proposed structure has been designed to minimise roof height. However, as a public recreation venue, the interior space will have an oppressive character due to the very low trusses and roof, relative to the 40 metre roof span.

In summer low steel roofs create an uncomfortable environment. The roof surfaces radiate heat from close range directly onto the users. Heat gain from skylights and radiation will also be trapped by the curved roof form. A higher roof can overcome these serious issues.

I do appreciate the motivation for providing all-weather protection over the existing bowling green. However Vansittart Park is not a suitable location within the City for such a facility. I

recommend that alternative locations for such a facility, which do not have an adverse heritage impact, be considered.

Regards

Richard Woods
Limestone Coast Heritage Adviser

habitable places

architects

24 Divett Place Adelaide SA 5000
ph 8232 9925 mob 0417 827 118
richard@habitableplaces.com.au

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COUNCIL RESOLUTION 15 JANUARY 2019

14.4. WIN TV John Watson Drive – Grant of Easement - Report No. AR18/49656

COUNCIL RESOLUTION

- (a) That Council Report No. AR18/49656 titled '*WIN TV John Watson Drive - Grant of Easement*' be noted.
- (b) That an easement for a 'Right of Way' and car parking purposes be granted in favour of the WIN TV site at John Watson Drive (Lot 100 in DP 22115 CT5297/483 and Lot 5 in DP 6459 CT 5618/338) over portion of the adjacent Council owned (community) land (Section 78 in Hundred 420200 CT 5836/64) as shown in the plan attached to Report No. AR18/49656 for consideration as determined in accordance with resolution (c).
- (c) That the grant of easement in resolution (b) be offered for consideration of \$10,000 (+GST) noting the value estimate in Report No. AR18/49656 being less than \$25,000.
- (d) That the Chief Executive Officer and Mayor be authorised to prepare, execute and affix the Council Seal to any documentation necessary to give effect to the grant of easement and any associated administrative activities in accordance with resolution (b).
- (e) That the applicant be responsible for all costs and arrangements associated with the grant of easement and activities required by resolutions (b) - (d) including any expenses incurred by Council in association with the matter, with the exception of the engagement of a Valuer (if necessary) which shall be arranged by Council at the applicant's cost.

Moved: Cr Jenner

Seconded: Cr Mezinec

Amendment

Cr Perryman moved:

- (a) The matter be referred to Operational Services Standing Committee February Meeting.

Cr Amoroso seconded

Carried

REPORT TITLE **WIN TV John Watson Drive – Grant of Easement**

COMMITTEE	Council
MEETING DATE:	15 January 2019
REPORT NO.	AR18/49656
RM8 REFERENCE	AF14/196
AUTHOR	Michael McCarthy
SUMMARY	This report recommends a grant of easement in favour of the WIN TV site located on John Watson Drive for vehicle access and car parking purposes.
COMMUNITY PLAN REFERENCE	Goal 3: Our Diverse Economy

REPORT RECOMMENDATION

- (a) That Council Report No. AR18/49656 titled '*WIN TV John Watson Drive - Grant of Easement*' be noted.
- (b) That an easement for a 'Right of Way' and car parking purposes be granted in favour of the WIN TV site at John Watson Drive (Lot 100 in DP 22115 CT5297/483 and Lot 5 in DP 6459 CT 5618/338) over portion of the adjacent Council owned (community) land (Section 78 in Hundred 420200 CT 5836/64) as shown in the plan attached to Report No. AR18/49656 for consideration as determined in accordance with resolution (c).
- (c) That the consideration offer of \$5,000 (+GST) for the grant of easement in resolution (b) be accepted noting the value estimate in Report No. AR18/49656 being less than \$25,000.
or
 That the grant of easement in resolution (b) be offered for consideration of \$_____ (+GST) noting the value estimate in Report No. AR18/49656 being less than \$25,000.
or
 That an independent valuation be obtained to determine an appropriate market value for the consideration value of the grant of easement in resolution (b)
- (d) That the Chief Executive Officer and Mayor be authorised to prepare, execute and affix the Council Seal to any documentation necessary to give effect to the grant of easement and any associated administrative activities in accordance with resolution (b).
- (e) That the applicant be responsible for all costs and arrangements associated with the grant of easement and activities required by resolutions (b) - (d) including any expenses incurred by Council in association with the matter, with the exception of the engagement of a Valuer (if necessary) which shall be arranged by Council at the applicant's cost.

Background

The WIN TV site located at 51-59 John Watson Drive is comprised of 2 allotments with severely restricted road access due to the topography and placement of existing infrastructure within the land parcels.

Since local news production ceased in February 2013 WIN TV have attempted to progress with some alternate uses and development of the John Watson Drive site which in each case have been complicated by (amongst other things) the restricted site access and car parking.

Discussions with WIN TV over this period have resulted in a number of proposals to solve their access and parking problems. A grant of easement is considered the most appropriate to provide ongoing tenure that would be satisfactory from a planning, development and a community perspective.

Discussion

Access to the WIN TV site is currently over a car park and driveway located on Council owned (community) land which forms part of the Lake Terrace East Cemetery. In the past this access had been formalised by a lease to WIN TV which expired in 2008.

As community land, any lease must be permitted by the relevant Community Land Management Plan but for the Lake Terrace Cemetery this is not the case. Considering the likely development activity that would occur, it would be appropriate for more permanent tenure to be granted.

A sale and transfer of the relevant land would provide a permanent solution; however to ensure orderly development the creation of an allotment would reduce the road frontage and access to the cemetery from John Watson Drive and would also restrict public parking at this location. Further, a sale first requires the revocation of the community land classification of the relevant portion of the cemetery involving public consultation and Ministerial approval and is unlikely to gain the necessary support. Section 201(2)(d) of the Local Government Act 1999 provides that a Council may grant an easement (including a right of way) over community land. An easement is a real property instrument of an enduring nature that may be registered on the title of both the land affected and the land which has the benefit of the easement. A registered easement is accepted from a planning perspective (in the case of an easement for access or car parking – as proposed) and being attached to the land is also an acceptable form of tenure for developers/purchasers and financial institutions.

Notwithstanding all of the above, the administrative requirements for a grant of easement are similar to a grant of lease, without the ongoing management and renewal (and uncertainty) over the term(s) of the lease and any dealings arising from change in property ownership (of the WIN TV site).

In the circumstances a grant of easement over the car park and driveway access seem the most appropriate and simple method of granting ongoing access and car parking to the WIN TV site.



Importantly, the grant of an easement would not unreasonably restrict the continued public use of the land for the same purpose, noting that the grantee would obtain exclusivity of certain car parks. Should Council consider it appropriate to accommodate the request from WIN TV, it would need to also consider the consideration (value) associated with the transaction and the payment of any associated costs. Preliminary estimate of administration costs for a grant of easement is in the range of \$5,000 - \$10,000 taking into account the necessary surveying, plan drafting and lodgment fees.

WIN TV have made an offer of \$5,000 (+GST) for the grant of easement. Council should note that this would be a one-off payment, with WIN TV also retaining responsibility for the ongoing care and maintenance of their interest (including any future capital replacement/upgrade)

The value of the easement may warrant the engagement of an independent valuation in accordance with Council's Procurement and Disposal of Land and Assets Policy P420 noting that the policy includes an exemption from this requirement where a value estimation of less than \$25,000 has been prepared and documented.

A cursory assessment of the proposed grant of easement indicates an approximate area up to 700 square metres. Taking into account the per square metre site values for the WIN TV (\$128/sqm) and Lake Terrace Cemetery (\$8.50/sqm) sites, a value estimation of less than \$25,000 for the grant of easement would be reasonable.

Note that an easement is a partial interest in land and the determination of an appropriate discount factor is a subjective assessment generally proportionate to the full land value and restriction it imposes on the subject land, being part of the cemetery site already developed for the same car parking and driveway purposes.

Conclusion

In this instance the offer of \$5,000 (+GST) is presented as being a fair and reasonable value for the proposed grant of easement with the applicant paying all costs associated with establishing the easement.

Should Council determine the grant of the easement request from WIN TV is endorsed, this report presents recommendations to authorise the grant and execution of necessary documentation, as well as several options for determination of the value of consideration for the grant.

Council may determine to impose a value consideration, to engage an independent valuer at the applicants cost, or to accept the offer received from the applicant noting the value estimate contained in the report does not exceed \$25,000 in accordance with the policy exemption in Policy P420.

Should Council require further information prior to authorising administration to proceed with the grant of easement, it may determine to conditionally resolve recommendation (b), (c) and (e) pending a further report on the consideration value and grant of easement plan.

Attachments

Attachment 1 ([AR19/1341](#)): Proposed Grant of Easement Diagram

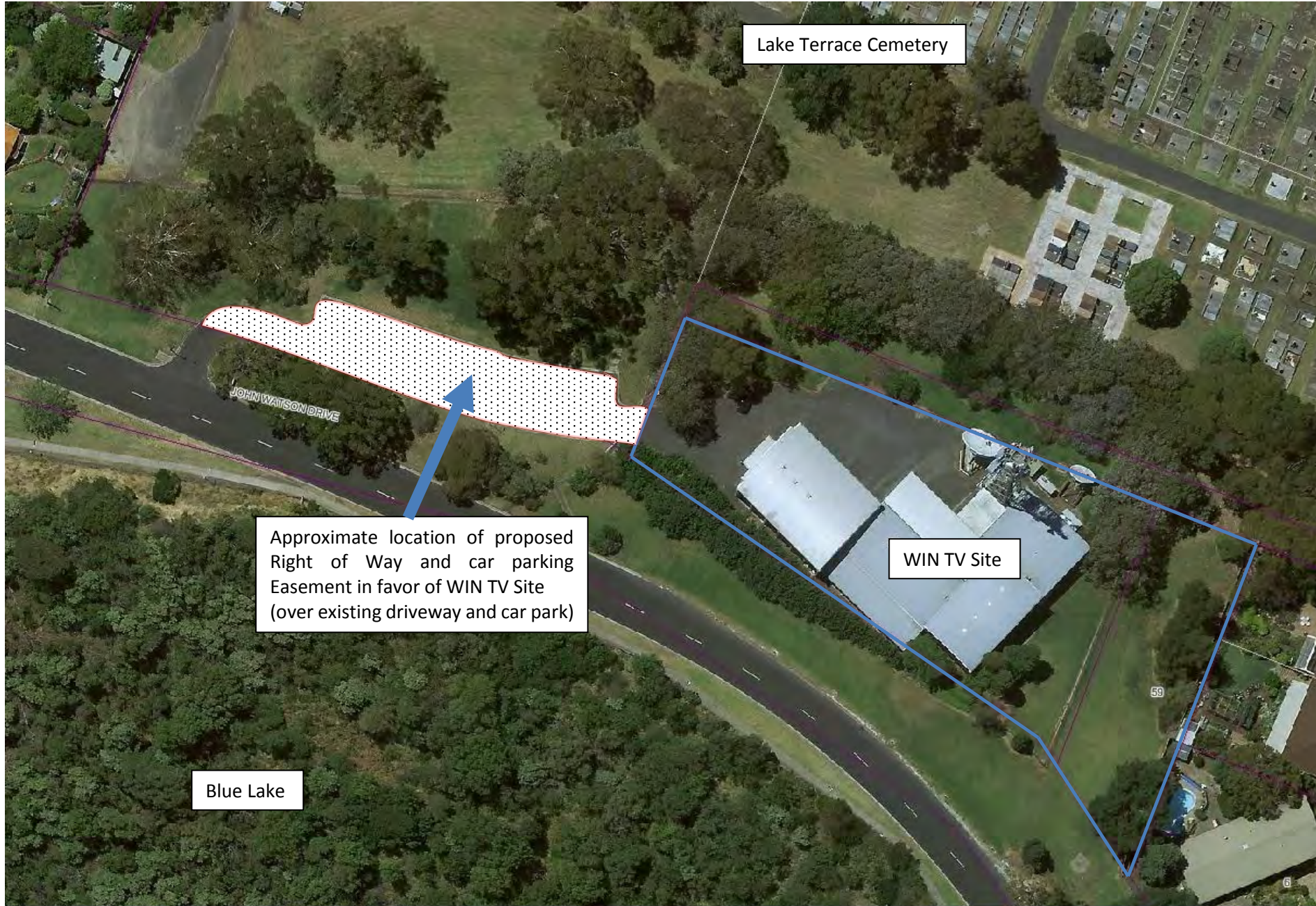
Michael McCARTHY
MANAGER EXECUTIVE ADMINISTRATION



Mark McSHANE
CHIEF EXECUTIVE OFFICER
7 January 2019
MMcC



Attachment 1 Report AR18/49656 - WINTV Proposed Easement Approximate Location Plan



Lake Terrace Cemetery

Blue Lake

JOHN WATSON DRIVE

Approximate location of proposed Right of Way and car parking Easement in favor of WIN TV Site (over existing driveway and car park)

WIN TV Site

59

6



19th January, 2019

Chief Executive Officer
City of Mount Gambier
PO Box 56
Mount Gambier SA 5290

Dear Mark,

**RE: PIONEERS BASKETBALL CLUB INC.
UPDATE REPORT AND REQUEST FOR ASSISTANCE**

The Board of the Pioneers Basketball Club Incorporated, and the wider basketball community, conveys their collective thanks and appreciation to Council for its support in our endeavours to secure an appropriate competition for the Mount Gambier Pioneers to participate in and to continue to represent our City.

Council would be very much aware of the background reasons why the Club was being ignored by certain governing bodies and as a consequence we had the potential to be completely “left out in the cold” with no reasonable competition to showcase Mount Gambier and the Pioneers.

The effort needed to fight for our future has been enormous, mentally draining and expensive.

We have now been granted a one year license only to play in the Adelaide Premier League and whilst that didn't arrive easily we accept that some relief has been provided to the Club but the future directions beyond 2019 are still unclear.

To get to this point the Club has endured months of pressure, disinterest from some basketball bodies and considerable legal expenses to protect our legal position and to pursue our legal rights against the original decision of Basketball Australia to cease to conduct the SEABL National Competition.

The delays and uncertainties have created some real issues in retaining local players but we will not be beaten and we have adopted the slogan MOUNT GAMBIER PIONEERS V EVERYONE as our motivation to succeed.

As at the present time, the Pioneers face some challenges which are detailed as follows:

Pioneers Basketball Club Inc.
ABN: 99 303 085 691

PO Box 2379
Mount Gambier SA 5290
Telephone 0438 838 186
Email tom@pioneersbasketball.com.au
www.pioneersbasketball.com.au



1. The legal costs to research and express our legal position against the original Basketball Australia decision.
COST \$25,190
2. The need to have a women's and a men's team as a condition of entry into the Adelaide Premier League.
COST (Net after Incomes) \$70,775 is for the women's team
3. Need to provide change rooms for visiting men's and women's teams that the current community stadium does not have.
Need to "hire in" and adapt temporary facilities to be suitable as change rooms i.e. ATCO's, carpentry, weather protection, ramping, power and water.
COST \$18,000

The Pioneers 2018/19 Budget will permit the costs of the women's team to be largely funded by reductions in the men's team budget, however the above legal costs and the possible need for the creation of temporary change room facilities for the 2019 season will be impossible for our Budget to absorb.

In respect of the possible need for temporary change room facilities, the Club intends to initially utilise the existing spaces at the Stadium to avoid the cost of hire facilities.

The Club would sincerely appreciate however Council's urgent consideration of assistance with the above legal costs.

The Club (representing Mount Gambier with success and pride) is desperate to prove to EVERYONE that we will not be beaten and irrespective of what challenges we face, we will face them together, as our collective spirit and our can-do attitude will prevail.

If Council could assist with a grant(s) whether this 2018/19 financial year and/or the 2019/20 financial year to help us to pay the legal costs referred to above (copies of incurred legal cost invoices are attached) would be a magnificent contribution to enable the Club to start afresh in 2019.

Kind Regards,

Tom Kosch
President
Pioneers Basketball Club

Pioneers Basketball Club Inc.
ABN: 99 303 085 691

PO Box 2379
Mount Gambier SA 5290
Telephone 0438 838 186
Email tom@pioneersbasketball.com.au
www.pioneersbasketball.com.au



PIONEERS BASKETBALL CLUB INC.

**TREASURER'S STATEMENT
FOR THE YEAR ENDED 30 SEPTEMBER 2018**

2 February 2019

To the Pioneers Board, Members and other interested stakeholders,

I am pleased to report that for the 2017/18 financial year Pioneers Basketball Club Incorporated derived an operating surplus of \$1,222.

During the course of the 2017/18 year the Board encountered various challenges requiring decision by careful consideration of financial implications and the adopted budget was varied where necessary. The financial outcomes achieved should be considered successful by the Board and the Club's members.

OPERATING SNAPSHOT

Total Income	\$289,701
<u>Total Expenses</u>	<u>\$272,770</u>
Operating Surplus	\$16,931
Less Facility Improvements	\$15,709
Net Operating Surplus	\$1,222

I provide the following commentary:

1. Total income exceeded Budget by 7.3% largely as a result of the Board achieving Sponsorship income of \$203,770. This outcome provides confidence in the future sustainability of the Club.
2. Player Payments were varied upwards given player injuries and the need to recruit replacement players in order to maintain team competitiveness and provide the best possible product for our Members. Other expenses were generally consistent with Budget.
3. Given the Board's desire to improve the game night experience for our Corporate Members, expenses of \$15,709 were incurred for the revamp of the Stadium's VIP Room. Whilst the Board remains committed to facility improvement it is not anticipated that future expenses will be of the same extent.
4. Our Liabilities as at 30 September 2018 are \$102,081 and Net Members Equity is (\$59,870)
5. Included in the \$102,081 is Debt of \$27,956 (or 28% of Liabilities)

Through the direction and diligence of the Board it is our desire to improve the Club's Financial Position and overall sustainability.

Our short term financial sustainability goals are:

1. Retire Debt as quickly as possible;
2. Over any five-year rolling program achieve an operating surplus of breakeven or better;
3. Achieve an annual operating surplus of 5% of annual operating revenue;
4. Debt (Principal) to be under 15% of Operating Revenue (presently 9.6%);
5. Should the board achieve any surplus income including Grants received the Board will use that benefit to retire debt sooner.

The decisions of the Board to ensure the Club's sustainability continue to provide the outcomes we are seeking.

Michael Kosch CA
Treasurer, Pioneers Basketball Club Inc



PIONEERS BASKETBALL CLUB INC.

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The decisions of the Board to ensure the Club's sustainability continue to provide the outcomes we are seeking.

Michael Kosch CA
Treasurer, Pioneers Basketball Club Inc

PIONEERS BASKETBALL CLUB INCORPORATED
ABN 99 303 085 691

BUDGET & TRADING STATEMENT FOR THE YEAR ENDING 30 SEPTEMBER 2018

	2018 BUDGET	2018 BUDGET AS VARIED	2018 ACTUAL
INCOME			
Ticket Sales	33,500	33,500	32,605
Membership Subscriptions	-	-	-
Corporate Sponsorship	175,000	204,105	203,770
Player Sponsorship	5,500	5,500	5,100
Grant Income	-	-	-
Special Events / Misc			
President's Lunch	4,000	4,000	4,481
Auction of Player Uniforms	2,000	2,000	-
Fundraising Income			
Dinner Auction	40,000	40,000	38,531
Other Activity	5,000	5,000	-
Donations	5,000	5,000	5,210
Bank Interest	-	-	3
Ticket Sales - Finals	-	-	-
Corporate	-	-	-
TOTAL INCOME	270,000	299,105	289,701
EXPENDITURE			
Wages & Salaries			
inc Accom Allowance			
inc Superannuation	115,000	125,000	132,804
Other Player Expenses			
Contractor - Admin	20,000	20,000	20,000
Contractor - Coach	25,000	25,000	25,000
Contractor - Residential Accom	4,500	4,500	3,400
Contractor - Fuel Reimbursement	-	-	1,565
Medical Supplies	2,100	2,100	2,036
Team Equipment	300	300	500
Trophies & Awards	350	350	218
Uniforms	3,000	3,000	2,692
Stadium Hire	6,000	6,000	6,000
Stadium Cleaning	1,500	1,500	1,500
Basketball SA - Affiliation	500	500	500
SEABL - Equalisation	39,000	39,000	39,000
SEABL - Nomination Fee	1,000	1,000	1,000
SEABL - Finals Levies	-	-	-

Travel			
Accommodation & Meals	8,600	8,600	10,237
Air Travel	2,000	2,000	1,637
Ground Travel inc Fuel	1,200	1,200	1,912
Pre- Season Travel	1,500	4,812	4,812
Finals	-	-	-
Admin Expenses			
Accounting & Audit Fees	1,000	1,000	-
Advertising & Livestreaming	4,750	4,750	4,289
Bank Charges	750	750	535
Repairs & Maintenance	-	-	413
Sponsor Costs	8,000	8,000	9,091
Printing & Stationary	2,000	2,000	1,935
Board Training Expenses	1,000	1,000	1,000
Software Expenses	1,000	1,000	693
TOTAL EXPENDITURE	250,050	263,362	272,770
TRADING SURPLUS / DEFICIT	19,950	35,743	16,931
OTHER EXPENDITURE			
Bad Debts Written Off	-	4,043	-
Depreciation	1,750	7,013	-
Facility Improvement Expenses	10,000	12,816	15,709
Loan Repayments	-	7,000	-
TOTAL OTHER EXPENDITURE	11,750	30,872	15,709
NET SUPPLUS / DEFICIT	8,200	4,871	1,222

PIONEERS BASKETBALL CLUB INCORPORATED
ABN 99 303 085 691

BALANCE SHEET AS AT 30 SEPTEMBER 2018

ASSETS

Current Assets

ANZ Cheque Account	1,397	
Westpac Cheque Account	0	
Trade Debtors	35,814	
Total Current Assets		37,211

Other Assets

Cash Guarantee - SEABL		5,000
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TOTAL ASSETS		42,211
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LIABILITIES

GST Payable	(501)	
Prepaid Sponsorship	15,000	
Superannuation Payable	2,826	
Trade Creditors	56,799	
Unsecured Loans	27,956	
Total Current Liabilities		102,081

TOTAL LIABILITIES		102,081
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NET ASSETS - MEMBERS EQUITY		(59,870)
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PIONEERS BASKETBALL CLUB INC.

BUDGET 2018/19

1ST OCTOBER 2018 TO 30TH SEPTEMBER 2019

As presented to the Pioneers Board on the 31st January 2019

**SUMMARY OF THE BUDGET OF OPERATING INCOME AND
OPERATING EXPENDITURE FOR THE 2018/19 YEAR
INCORPORATING A MEN'S TEAM AND ALSO A WOMEN'S TEAM**

	BUDGET 2017/18	BUDGET 2018/19 MEN'S	BUDGET 2018/19 WOMEN'S	TOTAL BUDGET 2018/19
	\$	\$	\$	\$
Total Operating Income	270,000	288,500	29,000	317,500
Total Operating Expenditure	261,800	214,715	98,775	313,490
Budgeted Operating Surplus or (Deficit)	\$ 8,200	\$73,785	(\$69,775)	\$4,010⁽¹⁾

All dollar values shown are excluding GST.

⁽¹⁾ The Budgeted Surplus of \$4,010 is 1.26% of Total Operating Income.

OPERATING INCOME 2018/19

INCORPORATING A MEN'S TEAM AND ALSO A WOMEN'S TEAM

	(NOTE)	BUDGET 2017/18 \$	BUDGET 2018/19 MENS \$	BUDGET 2018/19 WOMENS \$	TOTAL BUDGET 2018/19 \$
Ticket Sales	(1)	33,500	33,500	-	33,500
Members Subscriptions	(2)	-	-	-	-
Corporate Sponsorship	(3)	175,000	200,000	25,000	225,000
Player Sponsorship	(4)	5,500	4,000	4,000	8,000
Grant Income		-	-	-	-
Special Events	(4A)	6,000	6,000	-	6,000
Fundraising	(5)	45,000	40,000	-	40,000
Donations		5,000	5,000	-	5,000
Bank Interest		-	-	-	-
Finals Ticket Sales	(6)	-	-	-	-
Finals Corporate	(6)	-	-	-	-
TOTAL OPERATING INCOME		\$270,000	\$288,500	\$29,000	\$317,500

OPERATING EXPENDITURE 2018/19

INCORPORATING A MEN'S TEAM AND ALSO A WOMEN'S TEAM

	(NOTE)	BUDGET 2017/18 \$	BUDGET 2018/19 MEN'S \$	BUDGET 2018/19 WOMEN'S \$	TOTAL BUDGET 2018/19 \$
<u>PLAYERS</u>					
Wages, Salaries	(10)	115,000	95,000	50,000	145,000
Players Accommodation					
Superannuation					
Other Player Expenses					
Finals Participation	(10)		4,750	0	4,750
TOTAL PLAYER WAGES COSTS		\$115,000	\$99,750	\$50,000	\$149,750
<u>COACHING COSTS</u>					
Coach	(11)	25,000	25,000	10,000	35,000
Accommodation	(11)	4,500	4,500	-	4,500
Fuel Reimbursement		-	2,500	-	2,500
TOTAL COACHING COSTS		\$29,500	\$32,000	\$10,000	\$42,000
<u>TEAM ON COSTS</u>					
Medical Expenses		2,100	2,100	2,100	4,200
Team Equipment		300	500	500	1,000
Uniforms		3,000	2,500	2,500	5,000
Trophies and Awards		350	300	300	600
TOTAL TEAM ON COSTS		\$5,750	\$5,400	\$5,400	\$10,800
<u>STADIUM HIRE</u>					
Stadium/Venue hire/Training	(12)	6,000	6,000	3,000	9,000
Stadium cleaning	(12)	1,500	1,500	-	1,500
Repairs and Maintenance			500	-	500
TOTAL STADIUM HIRE		\$7,500	\$8,000	\$3,000	\$11,000

OPERATING EXPENDITURE 2018/19 (CONT)

INCORPORATING A MEN'S TEAM AND ALSO A WOMEN'S TEAM

	(NOTE)	BUDGET 2017/18 \$	BUDGET 2018/19 MEN'S \$	BUDGET 2018/19 WOMEN'S \$	TOTAL BUDGET 2018/19 \$
<u>AFFILIATION COSTS</u>					
	(13)				
Basketball South Australia (BSA)		500	500	-	500
SEABL Equalisation Fee		39,000	-	-	-
SEABL Nomination Fee		1,000	-	-	-
BSA Nomination Fee		-	500	500	1,000
Referee Costs		-	2,500	2,500	5,000
TOTAL AFFILIATION COSTS		\$40,500	\$3,500	\$3,000	\$6,500
<u>TRAVEL COSTS</u>					
	(14)				
Accommodation + Meals		8,600	6,500	6,500	13,000
Air Travel		2,000	-	-	-
Ground Travel		4,500	6,000	6,000	12,000
Equalisation Reimbursements		3,300	-	-	-
Pre-Season Travel		1,500	2,500	2,500	5,000
Finals Travel		-	-	-	-
TOTAL TRAVEL COSTS		\$13,300	\$15,000	\$15,000	\$30,000
<u>ADMINISTRATION COSTS</u>					
	(15)				
Contract Administration		20,000	10,000	10,000	20,000
Advertising/Livestreaming		4,750	2,375	2,375	4,750
Sponsor Costs		8,000	10,000	-	10,000
Printing, Stationery, Postage		2,000	2,000	-	2,000
Software Expenses		1,000	500	-	500
Strategic Plan Development		1,000	-	-	-
Board Training Expenses		-	-	-	-
Board Travel		-	2,000	-	2,000
Legal Fees		-	17,690	-	17,690
TOTAL ADMINISTRATION COSTS		\$36,750	\$44,565	\$12,375	\$56,940

OPERATING EXPENDITURE 2018/19 (CONT)

INCORPORATING A MEN'S TEAM AND ALSO A WOMEN'S TEAM

	(NOTE)	BUDGET 2017/18 \$	BUDGET 2018/19 MEN'S \$	BUDGET 2018/19 WOMEN'S \$	TOTAL BUDGET 2018/19 \$
<u>FINANCE COSTS</u>					
Bank Charges		750	500	-	500
Audit Fees	(16)	1,000	1,000	-	1,000
Bad debts written off		-	-	-	-
Depreciation		1,750	-	-	-
Interest paid		-	-	-	-
Accounting Fees		-	-	-	-
TOTAL FINANCE COSTS		\$3,500	\$1,500	\$0	\$1,500
<u>INFRASTRUCTURE IMPROVEMENTS</u>					
Improvements to the stadium to suit needs of PBC men's and women's teams participation	(17)	10,000	5,000	-	5,000
TOTAL INFRASTRUCTURE IMPROVEMENTS COSTS		\$10,000	\$5,000	0	\$5,000
<u>REPAYMENT OF UNSECURED LOANS</u>					
Repay of unsecured loans	(18)	-	-	-	-
TOTAL LOAN REPAYMENT COSTS		0	0	0	0
TOTAL OPERATING EXPENDITURE		\$261,800	\$214,715	\$98,775	\$313,490

MATTERS FOR SPECIFIC NOTING

1. SEASON 2019

The Adelaide Premier League will see in ten home games in season 2019.

2. FINALS INCOME AND EXPENDITURE

The Club has the potential to host two finals games should the team qualify. The Board needs to consider the cost of participation and the likely revenues from home finals to provide clarity on the net financial benefit to the Club.

3. FINANCIAL SUSTAINABILITY INDICATORS

Whilst the size of the “business” of the organisation may not warrant any formal Key Performance Indicators, the following are provided as a useful guide:

- i. Loan Liabilities as a % of operating revenue:
Maintain loan liabilities (principal) to under 30% of total operating income.
- ii. Working Capital Ratio:
Value of current assets against current liabilities. Ratio 3:1 i.e. \$3 of current assets for every \$1 of current liabilities.
- iii. Grants and Subsidies:
Operating grants and subsidies as a percentage of total operating income.
Seek to obtain grants and subsidies of 5% or better of total operating income.
- iv. Operating Surplus/(Deficit) as a percentage of total operating income:
Deficit – NOT more than 5% and Surplus – NOT more than 5% of total operating income.
- v. Employee costs as a percentage of operating expenses:
Target is NOT more than 60% of employee expenses as a percentage of operating expenses.
- vi. Operating Surplus Ratio requiring an operating surplus of between 0% to 5% of total operating income over any five year rolling period.

SPECIAL NOTES

SOME BUDGET LINES EXPLAINED

For the benefit of the reader of this document, the following explanations are provided in respect of some of the Budget lines marked with a (NOTE) number.

OPERATING INCOME

NOTE (1)

TICKET SALES

10 home games @ \$3,350 per home game.

NOTE (2)

MEMBERS SUBSCRIPTIONS

No income generated but an opportunity may exist to raise some income from member subscriptions.

NOTE (3)

CORPORATE SPONSORSHIP

The sum of \$200,000 (MEN) is comprised:

- Naming Rights, Gold and Silver Sponsors \$130,000
- Corporate Box Sponsors \$65,000
- Advertising signage \$5,000

The sum of \$25,000 (WOMEN) is comprised:

- Naming Rights, Gold and Silver Sponsors \$25,000

NOTE (4)

PLAYER SPONSORSHIP

The sum of \$8,000 is calculated at 20 Sponsors each paying approximately \$ 400 to sponsor a player (men's and women's).

NOTE (4A)

SPECIAL EVENTS

The sum of \$6,000 is the Net Income from special event functions and activities e.g.:

Presidents Lunch

- Ticket Sales and Donations \$9,000
- Less expenditure \$5,000
- Net Benefit **\$4,000**

Other Activities

Net benefit after expenditure e.g. auction of players tops. \$2,000
\$6,000

NOTE (5)

FUNDRAISING

One of the most significant events of the Club is the Auction Dinner. The Club also directs other specific fundraising events. The sum of \$40,000 is Net after expenses e.g. Gross Fundraising Target \$50,000 less expenses of Fundraising \$10,000

NOTE(6)

The 2018/19 Budget makes NO allowance for income or expenditure associated with the teams qualifying for finals. Recent experience indicates that finals participation when hosting at least one home final has a cost neutral impact on the budget.

OPERATING EXPENDITURE

NOTE (10)

Cost of wages, salaries etc. for players (men and women) comprises of:

- Wages (including PAYG amounts withheld for the ATO);
- Superannuation contributions;
- Travel allowances;
- All costs related to International players, including travel, agents fees and immigration expenses;

Please note that the Club does not make payment for Workers Compensation as the Return to Work Act 2014 (S69) specifically makes a sporting injury incurred by participation or a view to participation in a sporting activity not compensable under the Act.

A notional allocation of \$4,750 (Men's) for possible additional players wages for finals participation.

NOTE (11)

This is the fee paid to the Head Coaches under the current contracts. The contract with the Head Coaches includes:

- Men's Head Coach \$25,000
- Women's Head Coach \$10,000

and an allocation to the Men's Coach for fuel reimbursements.

NOTE (12)

The Board acknowledges with continued respect the direct and indirect support of Basketball Mount Gambier (BMG) to the Pioneers. The stadium hire fee is set by negotiation. The Club provides the use of its players to assist BMG with the promotion of its Programs and basketball generally.

The hire fee the Club pays BMG is \$750 per game and comprised of the following components:

- Stadium hire \$300 per game
- Contribution to utilities \$100 per game
 - Contribution to fair wear and tear \$100 per game
 - Payment as share of Court 1 advertising revenues \$100 per game
 - Cleaning of stadium \$150 per game

10 home games at \$750 per home game = \$7,500 per season including cleaning.

Plus an additional \$3,000 for any hiring of other venue(s) for training i.e. women's team training.

2019 season is the second year of the two year agreement with BMG.

NOTE (13)

These are the costs for affiliation paid to other Basketball bodies. The Basketball SA fee includes the insurance coverages required by the Club.

NOTE (14)

These are the travel expenses incurred by the Club to enable the teams to meet the League fixtures.

The allocation for Travel is significantly different due to change in the Competition where the Club will compete and the inclusion of a women's team.

NOTE (15) The Club incurs various costs to manage and administer the Club efficiently and to achieve all of its goals e.g. income targets. The Contract Administration is a fee paid by the Club to a person to assist with the attainment of the Sponsorship targets and the administration of the Club.

An amount of \$17,690 has been included in the Budget under “legal expenses” to cover the already incurred costs of litigation research and advices that the Club had to pursue against Basketball Australia.

NOTE (16) This is the allocation for an independent audit of the EOY Financials of the Club.

NOTE (17) Each financial year the Board may wish to undertake some infrastructure works or other “one off” undertaking to improve the amenity of its operations and/or the presentation of its event experience.

The Board has a desire to work with BMG in the implementation of projects to enhance the Stadium’s physical environment and will seek grants etc. to minimise the costs of any infrastructure works.

NOTE (18) This is the allocation for the Board to continue to repay its unsecured loan liabilities as the Board wishes to retire its debt as soon as possible – NOTE NIL BUDGET 2018/19.

SCHEDULE OF FEES AND CHARGES 2019/2020

FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease
COMMUNITY							
Hire Facilities							
* Includes tea/coffee							
	Council Chambers/Reception Area	Taxable					
	Full Day*				\$ 430.00	\$ 435.00	1% Increase
	Half Day*				\$ 295.00	\$ 300.00	2% Increase
	Committee Room	Taxable					
	Full Day*				\$ 235.00	\$ 240.00	2% Increase
	Half Day*				\$ 170.00	\$ 175.00	3% Increase
	Library (for commercial hires)	Taxable					
	Multi Function Room (all facilities)						
	Full Day				\$ 162.00	\$ 162.00	0% Decrease
	Half Day		up to 4 hours		\$ 84.00	\$ 84.00	0% Decrease
New	Per Hour		per hour		-	\$ 35.00	-
	Multi Function Room (kitchen part only)	Taxable					
	Full Day				\$ 94.00	\$ 94.00	0% Decrease
	Half Day		up to 4 hours		\$ 54.00	\$ 54.00	0% Decrease
New	Per Hour		per hour		-	\$ 25.00	-
	Multi Function Room (smartboard part only)	Taxable					
New	Full Day				-	\$ 84.00	-
New	Half Day				-	\$ 44.00	-
New	Per Hour				-	\$ 25.00	-
	IT Training Room	Taxable					
New	Full Day				-	\$ 84.00	-
New	Half Day				-	\$ 44.00	-
New	Per Hour				-	\$ 25.00	-
	Group Room	Taxable					
New	Full Day				-	\$ 44.00	-
New	Half Day				-	\$ 25.00	-
New	Per Hour				-	\$ 10.00	-
	Study Room	Taxable					
New	Full Day				-	\$ 44.00	-
New	Half Day				-	\$ 25.00	-
New	Per Hour				-	\$ 10.00	-
	Meeting Room	Taxable					
New	Full Day				-	\$ 44.00	-
New	Half Day				-	\$ 25.00	-
New	Per Hour				-	\$ 10.00	-
New	Library (for community hires - ref: AR18/40941)					Free	-
New	All rooms					-	-
New	Visitor Informaiton Centre					At Cost	-
New	Tea & Coffee for use when using facilities	Taxable				-	-
Hire Recreation							
	Council Maintained Land - Rental (refer Council Policy R200)	Taxable					
	Blue Lake BMX Club - Hastings Cunningham Reserve				\$ 550.00	\$ 550.00	0% Decrease
	Blue Lake Obedience Dog Club - Hastings Cunningham Reserve				\$ 550.00	\$ 550.00	0% Decrease
	MtG Cycling & Triathlon Club - Blue Lake Sports Park				\$ 1,894.20	\$ 1,894.20	0% Decrease
	Lower South East Hockey Association - Blue Lake Sports Park				\$ 7,389.80	\$ 7,389.80	0% Decrease
	Mount Gambier & District Baseball League - Blue Lake Sports Park				\$ 8,107.00	\$ 8,107.00	0% Decrease
	Mount Gambier & District Cricket Association	Taxable					
	- Blue Lake Sports Park				\$ 1,320.00	\$ 1,320.00	0% Decrease
	- Frew Park				\$ 3,190.00	\$ 3,190.00	0% Decrease
	- Marist Park				\$ 1,595.00	\$ 1,595.00	0% Decrease
	- Reidy Park				\$ 1,320.00	\$ 1,320.00	0% Decrease
	- McDonald Park				\$ 1,320.00	\$ 1,320.00	0% Decrease
	Mount Gambier Softball Association - Blue Lake Sports Park				\$ 5,918.00	\$ 5,918.00	0% Decrease
	North Gambier Football Club - Vansittart Park (2016 Football Season)				\$ 17,820.00	\$ 17,820.00	0% Decrease
	Mount Gambier Touch Association - Vansittart Park				\$ 794.20	\$ 794.20	0% Decrease

FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
	Licence Agreements	Taxable						
	Reidy Park Oval (Education Dept)				Refer Contract	Refer Contract	-	-
	Centenary Tower (GTFP)				Refer Contract	Refer Contract	-	-
	Marist Park (Tenison College)				Refer Contract	Refer Contract	-	-
	Lease Fee (R200 Community Land (Reserves) Leases/Licence/Rental Arrangement Policy)	Taxable						
	Is the previous year's fee (excl. GST) x the declared rate increase/decrease pa plus GST				\$ 521.40	TBC	-	Increase
	City Hall Hire	Taxable						
	Reception Area							
	Part Day		3 hours		\$ 130.00	\$ 135.00	4%	Increase
			6 hours		\$ 230.00	\$ 240.00	4%	Increase
	Full Day				\$ 380.00	\$ 390.00	3%	Increase
	Hall	Taxable						
	Part Day		3 hours		\$ 175.00	\$ 180.00	3%	Increase
			6 hours		\$ 250.00	\$ 260.00	4%	Increase
	Full Day				\$ 400.00	\$ 410.00	2%	Increase
	All Facilities	Taxable						
	Part Day		3 hours		\$ 275.00	\$ 280.00	2%	Increase
			6 hours		\$ 450.00	\$ 460.00	2%	Increase
	All Day				\$ 725.00	\$ 735.00	1%	Increase
	Kitchen				\$50 to \$150	\$50 to \$200		
	Bond for events using City Hall Bar (refundable)							
		Taxable if forfeited			\$ 1,000.00	\$500 to \$2000	-	-
	Main Corner	Taxable						
	Foyer							
	Exhibition Openings Only				\$ 250.00	\$ 260.00	4%	Increase
	Kings Floor (South)	Taxable						
	Part Day		3 hours		-	\$ 100.00	-	-
			6 hours		\$ 150.00	\$ 160.00	7%	Increase
	All Day				\$ 220.00	\$ 225.00	2%	Increase
	Dress Circle (excluding balcony)	Taxable						
	Part Day		3 hours		\$ 225.00	\$ 230.00	2%	Increase
			6 hours		\$ 360.00	\$ 365.00	1%	Increase
	Full Day				\$ 660.00	\$ 670.00	2%	Increase
	Dress Circle (including Balcony)	Taxable						
	Part Day		3 hours		-	\$ 310.00	-	-
			6 hours		-	\$ 445.00	-	-
	Full Day				-	\$ 770.00	-	-
	All Facilities	Taxable						
	Part Day		6 hours		\$ 1,010.00	\$ 1,020.00	1%	Increase
	Full Day				\$ 1,780.00	\$ 1,800.00	1%	Increase
	Main Corner / City Hall	Taxable						
	All Facilities***							
	Full Day				\$ 2,000.00	\$ 2,020.00	1%	Increase
	Main Corner	Taxable						
	Exhibition space							
	Red Wall - Foyer		4 week block		\$ 150.00	\$ 150.00	0%	Decrease
	Southlink		4 week block		\$ 150.00	\$ 150.00	0%	Decrease
	New Balcony		4 week block		-	\$ 150.00	-	-
	Kings Floor North (exhibitions)		4 week block		\$ 200.00	\$ 200.00	0%	Decrease
	Other							
	IT Support if required		per hour		\$ 45.00	\$ 50.00	11%	Increase
	Mandatory fee for fee waived events (cleaning & utilities)		per booking		\$ 50.00	\$ 50.00	0%	Decrease
	Riddoch Art Gallery	Taxable						
	Studio/Workshop							
	Part Day		3 hours		\$ 100.00	\$ 100.00	0%	Decrease
			6 hours		\$ 160.00	\$ 160.00	0%	Decrease
	Full Day				-	\$ 180.00	-	Decrease

***Institute Facilities not included

New



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease		
****longer periods by negotiation	Community Gallery	Taxable							
	1 Month****		per month		\$ 210.00	\$ 230.00	10%	Increase	
	Main Gallery	Taxable							
	1 Month****		per month		\$ 510.00	\$ 550.00	8%	Increase	
	Margaret Scott Gallery	Taxable							
	1 Month****		per month		\$ 310.00	\$ 330.00	6%	Increase	
	Event/Program/Workshops - Cover Charges	Taxable							
	A Fee may be charged for programmed activities:								
	Adults					\$1 to \$250	\$1 to \$250	-	-
	Children (12 and under)					from \$1	From \$1	-	-
	Security Bond (Booking Only)	Taxable if forfeited							
	Minimum Bond					\$ 500.00	\$ 500.00	0%	Decrease
	Maximum Bond					\$ 2,000.00	\$ 2,000.00	0%	Decrease
	Exhibition Administration Fee	Taxable				\$ 100.00	\$ 100.00	0%	Decrease
Sale of Works (Individual Artist/Supplier)									
Works	% is exclusive of GST				25% sale price	25% sale price	-	-	
Merchandise	% is exclusive of GST				25% sale price	25% sale price	-	-	
Sale of Works (Other)			per item		by negotiation	by negotiation	-	-	
Aquatic Centre	Recreation and Swimming Centre**	Taxable							
	Swimming pool patronage including for lessons:								
	Adult				\$ 7.50	TBC	-	-	
	Child				\$ 6.50	TBC	-	-	
	Spectator				\$ 3.00	TBC	-	-	
	Family				\$ 26.00	TBC	-	-	
	Pensioner				\$ 5.50	TBC	-	-	
	Lap Swimmers / Fitness				\$ 7.00	TBC	-	-	
	Vouchers - 10 visits								
	Adult				\$ 60.00	TBC	-	-	
	Pensioner				\$ 50.00	TBC	-	-	
	Child				\$ 55.00	TBC	-	-	
	Season Pass	Taxable							
	Adult				\$ 260.00	TBC	-	-	
	Pensioner				\$ 210.00	TBC	-	-	
	Child				\$ 270.00	TBC	-	-	
	Family Pass	Taxable							
	1-2 Adults/2 Children				\$ 570.00	TBC	-	-	
	1 Adults/3 Children				\$ 610.00	TBC	-	-	
	2 Adults/3 Children				\$ 640.00	TBC	-	-	
	1 Adults/4 Children				\$ 670.00	TBC	-	-	
2 Adults/4 Children				\$ 710.00	TBC	-	-		
2 Adults/5 Children				\$ 760.00	TBC	-	-		
Library fees	Fines	Free							
	Lost/replacement cards, items and overdue books								
						\$ 1.00	At Cost	-	-
	Photocopying/Printing	Taxable							
	A4 Black/White (self sufficient)		per page		\$ 0.30	\$ 0.30	0%	Decrease	
	A4 Black/White (double sided) (self sufficient)		per page		\$ 0.40	\$ 0.50	25%	Increase	
	A4 Colour (self sufficient)		per page		\$ 0.70	\$ 0.70	0%	Decrease	
	A4 Colour (double sided) (self sufficient)		per page		\$ 1.30	\$ 1.30	0%	Decrease	
	A3 Black/White (self sufficient)		per page		\$ 0.40	\$ 0.60	50%	Increase	
	A3 Black/White (double sided) (self sufficient)		per page		\$ 0.60	\$ 1.00	67%	Increase	
	A3 Colour (self sufficient)		per page		\$ 1.30	\$ 1.40	8%	Increase	
	A3 Colour (double sided) (self sufficient)		per page		\$ 2.50	\$ 2.60	4%	Increase	
	New Photocopying over 5 pages - Staff service - additional charge		per page		-	\$ 0.10	-	-	
	New 3D Printing				-	At cost	-	-	
	Scanning to email	Taxable							
	New Under 5 pages				-	Free	-	-	
	New Over 5 pages		per page		-	\$ 0.10	-	-	



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
New	Laminating	Taxable						
	A4		each		\$ 2.20	\$ 2.20	0%	Decrease
	A3		each		\$ 4.40	\$ 4.40	0%	Decrease
	Miscellaneous	Taxable						
	Sale of Memory Sticks				\$ 8.00	\$ 8.00	0%	Decrease
	Earphones		each					
	Material replacement charges				At cost	At cost	-	-
	Library Bags				\$ 2.00	\$ 2.00	0%	Decrease
	Faxing		per page		\$ 1.00	\$ 1.00	0%	Decrease
	Local History Photos	Taxable						
	Photocopying - A4				\$ 0.40	\$ 0.40	0%	Decrease
	Photocopying - A3				\$ 0.60	\$ 0.60	0%	Decrease
	A3 laser printed/photo quality				\$ 5.50	\$ 5.50	0%	Decrease
	A4 laser printed/paper quality				\$ 3.50	\$ 3.50	0%	Decrease
	The Less Hill / Forestry	Taxable						
	Image to USB (provided by customer)				-	\$ 4.00	-	-
	SA Photographic Collection	Taxable						
	(i) Study/Research/Community Use		1 to 4 images >4 images, 20 max		\$ 5.00	\$ 5.00	0%	Decrease
	(ii) Commercial Use (Les Hill only - No commercial use of Forestry SA Collection)				\$ 20.00	\$ 20.00	0%	Decrease
	Events	Taxable						
Various author events		per attendee		-	\$ 6.00	-	-	
Event Support	Labour (per person per hour)	Taxable						
Monday - Friday				\$ 100.00	\$ 102.00	2%	Increase	
Saturday, Sunday and Public Holidays				\$ 150 to \$180 as determined	\$ 150 to \$185 as determined	-	-	
Call out fee (additional)						-	-	
Plant Hire	Taxable							
Light Vehicle		per hour		\$ 26.00	\$ 27.00	4%	Increase	
Heavy Vehicle		per hour		\$ 37.00	\$ 37.00	0%	Decrease	
Other Machinery (inc Street Sweeper)		per hour		\$ 61.00	\$ 62.00	2%	Increase	
Waste	Taxable							
Removal - Labour & Truck				\$ 173.00	\$ 176.00	2%	Increase	
Bin Hire				\$ 2.00	\$ 2.00	0%	Decrease	
Equipment Hire	Taxable							
Loading/Delivery/Collection (refer labour / plant hire)					refer plant hire charge	refer plant hire charge	-	-
Witches Hats/Bollards/Bunting		per item/event		\$ 1.00	\$ 1.00	0%	Decrease	
Seating		per unit/event		\$ 20.00	\$ 21.00	5%	Increase	
Stage		per unit/event		\$ 20.00	\$ 21.00	5%	Increase	
Inflatable screen		per event		\$ 51.00	\$ 52.00	2%	Increase	
Giant Games		per game/event		\$ 15.00	\$ 15.00	0%	Decrease	
Advertisements	Taxable							
Road Closures				\$ 102.00	\$ 104.00	2%	Increase	
Unless otherwise indicated, all charges are independent and will be aggregated (i.e. Equipment Hire requiring delivery/collection by Council will also incur hourly rates for labour (driver/operator) and Plant Hire.								
DEVELOPMENT								
Advertising	Advertising as required (category 3)	Taxable			\$ 156 to \$182	\$ 156 to \$187.50	-	-
Development Application Fees Under the Development Act	Lodgement Fees							
	Base Lodgement Fee - Lodgement fees (based on type of development)	Exempt	Per application	Y	\$ 64.00	TBC	-	-
	Additional Lodgement fee - (if assessment against Building Rules and Development Cost >\$5000)	Exempt	Per cost of development	Y	\$ 72.00	TBC	-	-
*price range includes complying consent and non-complying assessments	Additional Lodgement fee - (if the development is for a swimming pool, spa, or a safety fence for a pool or spa)	Exempt	Per application	Y	\$ 190.00	TBC	-	-



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
	Additional Lodgement Fee - non-complying (other than land division)	Exempt	Per application	Y	\$ 102.00	TBC	-	-
	Development Schedule 1A Fee	Exempt	Per Application	Y	\$ 53.00	TBC	-	-
	Minor Variation fee	Exempt	Per Application	Y	\$64 to \$214	TBC	-	-
	Building Rules Assessment fees (minimum fee \$69.50)	Taxable	per m ²	Y	\$0.92 to \$4.65	TBC	-	-
	Consent to development at variance with building rules	GST Inclusive	\$159.00	Y	\$ 159.00	TBC	-	-
	Development plan assessment fee - up to \$10,000*	Exempt	Per cost of development	Y	\$ 39.75	TBC	-	-
	Development plan assessment fee - between \$10,000 to \$100,000*	Exempt	Per cost of development	Y	\$ 109.00	TBC	-	-
	Development plan assessment fee - over \$100,000 (maximum fee of \$200,000)	Exempt	cost of development	Y	x0.125%	TBC	-	-
	Public Notification Fee (category 2 & 3)	Exempt	category	Y		TBC	-	-
	Referral fees (dependent on type of referral see Schedule 8 Development Regulations)	Exempt	per referral	Y	\$227 to \$379	TBC	-	-
	Consent to Development at Variance with Building Rules	Taxable	per application	Y		TBC	-	-
	Non-complying Development Administration fee (paid direct to State Government)	Exempt	per application	Y	\$ 130.00	TBC	-	-
	Non Complying Development Assessment fee (Development Cost <\$10,000)	Exempt	Per cost of development	Y	\$ 54.50	TBC	-	-
	Non-Complying Development Assessment Fee - Between \$10,000 to \$100,000	Exempt	Per cost of development	Y	\$\$130.00	TBC	-	-
	Non-Complying Development Assessment Fee - Greater than \$100,000	Exempt	Per cost of development	Y	x0.125%	TBC	-	-
	Application for assignment of, or change in, classification of a building (minimum \$66.50)	Taxable	per application	Y	\$ 68.00	TBC	-	-
	Certificate of Occupancy Fee	Taxable		Y	\$ 45.75	TBC	-	-
	Application for issue of Schedule of Essential Safety Provisions	Taxable	per application	Y	\$ 98.00	TBC	-	-
	Concurrence of Building Rules Assessment Commission	Exempt	per application	Y	\$ 320.00	TBC	-	-
	Referral to Building Rules Assessment Commission (based on Building Classification)	Exempt	per application	Y	\$502 to \$1,101	TBC	-	-
	Land Management Agreements - Copying Fee (does not include Council's copying fees)	Exempt	per copy	Y	\$ 14.20	TBC	-	-
	Land Management Agreements - Registration Fee	Exempt	per registration	Y	\$ 76.00	TBC	-	-
	Staged Consent (dependend on type of development)	Exempt	per approval	Y	\$ 64.00	TBC	-	-
	Application to Extend - consent or approval under R.48	Exempt	per request	Y	\$ 102.00	TBC	-	-
	Open Space Contributions							
	S.50 (1) (d) and (7) Land division contributions	Exempt	per application	Y	refer formula	refer formula	-	-
REGULATORY								
Dog Expiations	Dog nuisance, attack, harassment, injury, wandering, presence in schools, shops & other areas, failure to register, display registration disc, advice of change of address or owner, muzzle, leash, desex, remove faeces etc	Exempt	per offence	Y	\$170 to \$750	TBC	-	-
Dog Registrations	Non-Standard Dog*	Exempt	per dog		\$ 55.00	\$ 60.00	9%	Increase
	Non-Standard Dog (Desexed)*	Exempt	per dog		\$ 40.00	\$ 45.00	13%	Increase
	* 50% Fee concession for Pensioner/health Cardholders and Part Year Registration (After December)	Exempt	per dog		\$ 40.00	\$ 45.00	13%	Increase
	Non-Standard Dog (Microchipped)*	Exempt	per dog		\$ 40.00	\$ 45.00	13%	Increase
	Non-Standard Dog (Trained)*	Exempt	per dog		\$ 40.00	\$ 45.00	13%	Increase
	Non-Standard Dog (Desexed and Trained)*	Exempt	per dog		\$ 30.00	\$ 35.00	17%	Increase
	Non-Standard Dog (Microchipped and Trained)*	Exempt	per dog		\$ 30.00	\$ 35.00	17%	Increase
	Standard Dog (Desexed and Microchipped)*	Exempt	per dog		\$ 27.50	\$ 30.00	9%	Increase
	Standard Dog (Desexed, Microchipped & Trained)*	Exempt	per dog		\$ 20.00	\$ 22.50	13%	Increase
	Working Livestock Dogs	Exempt	per dog		\$ 27.50	\$ 30.00	9%	Increase
	Greyhounds (Registered with Greyhound Racing SA)	Exempt	per dog		\$ 27.50	\$ 30.00	9%	Increase
	Fee for Late Registrations	Exempt	each		\$ 20.00	TBC	-	-
	Fee for Impound	Exempt	each		\$ 55.00	\$ 60.00	9%	Increase
	Fee for Daily Holding at Pound	Exempt	per day		\$ 30.00	\$ 35.00	17%	Increase
	New Replacement Disc		per disc		\$ 10.00	\$ 10.00	-	-
	Assistance Dogs (determined by DACO)	Exempt	per dog		Free of Charge	Free of charge	-	-
Expiations	Notices	Exempt						
	Reminder Notice fees		per notice	Y	\$ 55.00	\$ 56.00	2%	Increase
	Enforcement Warning Notices			Y	no charge	no charge	-	-
	New Vehicle Search Fee		per search		\$ 11.00	At cost	-	-
	Burning	Exempt						
	Fines & expiations in relation to burning, burning out of hours & burning particular material		per offence	Y	TBC	TBC	-	-



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
By-laws		Exempt						
	Fines & expiations in relation to Council by-laws		per offence		\$ 70.00	\$ 71.50	2%	Increase
Littering		Exempt						
	Fines & expiations in relation to littering		per offence	Y	TBC	TBC	-	-
Parking & Traffic		Exempt						
	Fines & expiations in relation to stopping & parking of motor vehicles, double parking & obstruction of access		per offence	Y	\$38 to \$371	TBC	-	-
Impounding of Vehicles		Exempt						
	Removal e.g. towing		per vehicle		Actual cost	Actual cost	-	-
	Storage		per week		\$ 88.00	\$ 90.00	2%	Increase
	Search Fees		per vehicle		Actual cost	Actual cost	-	-
	Notification to owner		per vehicle		\$ 47.00	\$ 48.00	2%	Increase
	Advertising/Tendering		per vehicle		Actual cost	Actual cost	-	-
	Auctioneers Charge (if applicable)		per vehicle		Actual cost	Actual cost	-	-
	Any other charges		per item		Actual cost	Actual cost	-	-
	Overtime only for Council Officers (if applicable) in respect of a vehicle		per hr/vehicle		Actual cost	Actual cost	-	-
	Administrative charge		per vehicle		\$ 83.00	\$ 85.00	2%	Increase
	Sale of Impounded vehicle	Taxable	per vehicle		per tender	Per tender	-	-
Removal of Property								
Shopping Trolleys, Pedal Cycles		Exempt						
	Removal		per item		\$ 47.00	\$ 48.00	2%	Increase
	Storage		per day/part for each item		\$ 9.20	\$ 9.40	2%	Increase
Signboards and Other Objects		Exempt						
	Removal		per item		\$ 47.00	\$ 48.00	2%	Increase
	Storage		per day/part for each item		\$ 9.20	\$ 9.40	2%	Increase
Removal of Vegetation		Taxable						
	Slash/burning & other removal of vegetation for fire prevention				At cost + 100%	At cost + 100%	-	-
	Administration Fee				\$ 76.00	\$ 77.50	2%	Increase
Cat/Possum Traps								
	Hire of Cage/Trap - non-refundable				\$ 30.00	\$ 30.00	0%	Decrease
	New Hire of Cage/Trap - non-refundable (concession holders)					\$ 10.00	-	-
HEALTH SERVICES								
Provision of Food Safe Handling Kits & Videos	SA Health Food Business Information Kits				Free of charge	Free of charge	-	-
Food Act Fees	Food Inspection Fees - Small business (definition as per Food Act)*	Exempt	per inspection	Y	TBC	\$ 121.00	-	-
	Food Inspection Fees - Other (definition as per Food Act)*	Exempt	per inspection			\$ 300.00	-	-
	Food Safety Training (per session)	Taxable	Per person		TBC	TBC	-	Decrease
Supported Residential Facilities (SRF)	Inspection Fees as per Schedule 1 of the of the SRF Regulations 2009	Exempt	per inspection	Y	\$ 184.00	\$ 188.00	2%	Increase
	Application fees for licence - new, renewal, transfer	Exempt	per application	Y	\$ 77.00	\$ 78.50	2%	Increase
	Late application fees for licence and/or lodging a dispute application	Exempt	per application	Y	\$ 46.00	\$ 47.00	2%	Increase
	Licensing Fees - new or renewal	Exempt	per annum, per granted license	Y	\$ 358.00	\$ 366.00	2%	Increase
Public Health Act	HRMWS registration fees - new (registration of 1 system)	Exempt	per system	Y	\$18.60 to \$38	\$ 37.75	-	Decrease
	HRMWS registration fees - new (registration of additional systems)	Exempt	per system	Y	\$18.60 to \$38	\$ 25.25	-	Decrease
	HRMWS registration fees - renewal (dependent on number on premise)	Exempt	per system	Y	\$18.60 to \$38	\$ 19.00	-	Decrease
	Inspection fee HRMWS (for 1 system)	Exempt	per inspection	Y	\$ 149.00	\$ 151.00	1%	Increase
	Inspection fee HRMWS (for each additional system on the same premises)	Exempt	per inspection	Y	\$ 98.50	\$ 101.00	3%	Increase
	Minister determination or approval	Exempt	per application	Y	\$ 619.00	\$ 633.00	2%	Increase
	(Wastewater) - Septic Tank Application - New Dwelling*	Exempt	per application	Y	\$ 457.00	\$ 468.00	2%	Increase
	(Wastewater) - Septic Tank Application - Existing Dwelling*	Exempt	per application	Y	\$ 340.00	\$ 348.00	2%	Increase
	(Wastewater) - Septic Tank Application - to alter existing*	Exempt	per application	Y	\$ 223.00	\$ 228.00	2%	Increase
	(Wastewater) - Additional Inspections	Exempt	per inspection	Y	\$ 117.00	\$ 120.00	3%	Increase
	Public Health Training (per session)	Taxable	per person		N/A	N/A	-	-
INFORMATION SERVICES								
Council Documents	Annual Financial Statements	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
(First ten (10) pages of any document requested in hard copy free of charge (effective from 01/07/2015))	Annual Report, Annual Business Plan Summary, Community Plan 'The Futures Paper' 2016-2020	Exempt	N.A.		Free of charge	Free of charge	-	-
	Annual Business Plan (Draft) and Final	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Assessment Record	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Council By-Laws	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Council Assessment Panel, Agenda and Minutes	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Council and Committee Agendas, Minutes and Notices	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Council Policies (various)	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Council Registers (e.g. Community Land, Dogs, Fees & Charges, Parking, Public Roads)	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Development Applications by Consent	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Election Campaign Donations Returns	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Information Statement for F.O.I.	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Rate Rebates Report	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Supplementary Development Plans (previously on exhibition)	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Voters Roll	Exempt	per page		\$ 0.20	\$ 0.25	25%	Increase
	Freedom of Information	On application, access and review in relation to Council documents	Exempt	-	Y	TBC	TBC	-
	First 2 hours are only no charge for documents concerning personal affairs of the applicant	Exempt	-		Free of charge	Free of charge	-	-
	Each subsequent 15 minutes	Exempt	-	Y	TBC	TBC	-	-
	Non-personal applications are charged for each 15 minutes from commencement	Exempt	-	Y	TBC	TBC	-	-
Property Searches	Rate searches (section 7 & 187), certificates of liability & extracts from assessment book	Exempt	per search	Y	\$ 55.80	TBC	-	-
	Rates Certificate only	Exempt	per certificate	Y	\$ 32.50	TBC	-	-
	Rates Search Update (within 90 days of original search request only)	Exempt	per update	Y	Free of charge	Free of charge	-	-
Development Application Searches	Building or Planning Documents							
	Building or Planning documents - search/copy of (refer to Council Policy D160)	Taxable	First 2 hours per hour thereafter		\$ 34.00	\$ 34.70	2%	Increase
					\$ 47.50	\$ 48.45	2%	Increase
Voters Roll for Election Candidates only	Certified hard copy of combined roll - first copy per candidate		per election	Y	Free of charge	Free of charge	-	Decrease
	Certified hard copy of combined roll - subsequent copy(ies) per candidate	Taxable	per page		\$ 0.20	\$ 0.20	0%	Decrease
Plan Printing (Quotes required for printing over 50 pages)	Plain Paper Plots - Black & White	Taxable						
	Size B1		1-10 pages		\$ 7.00	\$ 7.00	0%	Decrease
			11-20 pages		\$ 6.00	\$ 6.00	0%	Decrease
			21-50 pages		\$ 6.00	\$ 6.00	0%	Decrease
	Size A0		1-10 pages		\$ 8.00	\$ 8.00	0%	Decrease
			11-20 pages		\$ 7.00	\$ 7.00	0%	Decrease
			21-50 pages		\$ 7.00	\$ 7.00	0%	Decrease
	Size A1		1-10 pages		\$ 6.00	\$ 6.00	0%	Decrease
			11-20 pages		\$ 5.00	\$ 5.00	0%	Decrease
			21-50 pages		\$ 5.00	\$ 5.00	0%	Decrease
	Size A2		1-10 pages		\$ 5.00	\$ 5.00	0%	Decrease
			11-20 pages		\$ 5.00	\$ 5.00	0%	Decrease
			21-50 pages		\$ 4.00	\$ 4.00	0%	Decrease
	Size A3		1-10 pages		\$ 4.00	\$ 4.00	0%	Decrease
			11-20 pages		\$ 3.00	\$ 3.00	0%	Decrease
			21-50 pages		\$ 3.00	\$ 3.00	0%	Decrease
	Plain Paper Plots - Colour (Line Drawing)	Taxable						
	Size B1		1-10 pages		\$ 20.00	\$ 20.00	0%	Decrease
			11-20 pages		\$ 17.00	\$ 17.00	0%	Decrease
			21-50 pages		\$ 15.00	\$ 15.00	0%	Decrease
	Size A0		1-10 pages		\$ 23.00	\$ 23.00	0%	Decrease
			11-20 pages		\$ 20.00	\$ 20.00	0%	Decrease
			21-50 pages		\$ 17.00	\$ 17.00	0%	Decrease
	Size A1		1-10 pages		\$ 17.00	\$ 17.00	0%	Decrease
			11-20 pages		\$ 15.00	\$ 15.00	0%	Decrease
			21-50 pages		\$ 12.00	\$ 12.00	0%	Decrease
	Size A2		1-10 pages		\$ 15.00	\$ 15.00	0%	Decrease
			11-20 pages		\$ 12.00	\$ 12.00	0%	Decrease
			21-50 pages		\$ 9.00	\$ 9.00	0%	Decrease



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease		
	Size A3		1-10 pages		\$ 7.00	\$ 7.00	0%	Decrease	
			11-20 pages		\$ 6.00	\$ 6.00	0%	Decrease	
			21-50 pages		\$ 5.00	\$ 5.00	0%	Decrease	
	Plain Paper Plots - Colour (Fill Drawing)		Taxable						
	Size B1			1-10 pages		\$ 23.00	\$ 23.00	0%	Decrease
				11-20 pages		\$ 23.00	\$ 23.00	0%	Decrease
				21-50 pages		\$ 20.00	\$ 20.00	0%	Decrease
	Size A0			1-10 pages		\$ 28.00	\$ 28.00	0%	Decrease
				11-20 pages		\$ 25.00	\$ 25.00	0%	Decrease
				21-50 pages		\$ 23.00	\$ 23.00	0%	Decrease
	Size A1			1-10 pages		\$ 23.00	\$ 23.00	0%	Decrease
				11-20 pages		\$ 20.00	\$ 20.00	0%	Decrease
				21-50 pages		\$ 17.00	\$ 17.00	0%	Decrease
	Plain Paper Plots - Colour (Fill Drawing) continued...		Taxable						
	Size A2			1-10 pages		\$ 17.00	\$ 17.00	0%	Decrease
				11-20 pages		\$ 14.00	\$ 14.00	0%	Decrease
				21-50 pages		\$ 12.00	\$ 12.00	0%	Decrease
	Size A3			1-10 pages		\$ 9.00	\$ 9.00	0%	Decrease
				11-20 pages		\$ 7.00	\$ 7.00	0%	Decrease
				21-50 pages		\$ 6.00	\$ 6.00	0%	Decrease
	Plain Paper Copies - Black and White		Taxable						
	Size B1			1-10 pages		\$ 7.00	\$ 7.00	0%	Decrease
				11-20 pages		\$ 7.00	\$ 7.00	0%	Decrease
				21-50 pages		\$ 6.00	\$ 6.00	0%	Decrease
	Size A0			1-10 pages		\$ 8.00	\$ 8.00	0%	Decrease
				11-20 pages		\$ 8.00	\$ 8.00	0%	Decrease
				21-50 pages		\$ 7.00	\$ 7.00	0%	Decrease
	Size A1			1-10 pages		\$ 7.00	\$ 7.00	0%	Decrease
				11-20 pages		\$ 7.00	\$ 7.00	0%	Decrease
				21-50 pages		\$ 7.00	\$ 7.00	0%	Decrease
Size A2			1-10 pages		\$ 6.00	\$ 6.00	0%	Decrease	
			11-20 pages		\$ 6.00	\$ 6.00	0%	Decrease	
			21-50 pages		\$ 6.00	\$ 6.00	0%	Decrease	
Size A3			1-10 pages		\$ 4.00	\$ 4.00	0%	Decrease	
			11-20 pages		\$ 3.00	\$ 3.00	0%	Decrease	
			21-50 pages		\$ 3.00	\$ 3.00	0%	Decrease	
Issue of Keys		taxable	per key		\$ -	\$ 23.00	-	Decrease	
LICENCES AND PERMITS									
Mobile Vendors	Permit for mobile ice cream & other food vendors S188(1)(f) LGA - annual	Exempt	per vendor		\$ 820.00	\$ 836.00	2%	Increase	
	Permit for mobile ice cream & other food vendors S188(1)(f) LGA - monthly	Exempt	per vendor		\$ 100.00	\$ 102.00	2%	Increase	
Outdoor Dining	One Setting (is up to) - 1 x table, 4 x chairs, 1 x umbrella S188(1)(f) LGA	Exempt	pa per setting		\$ 57.50	\$ 58.50	2%	Increase	
	Minimum Charge		per annum		\$ 102.00	\$ 104.00	2%	Increase	
	Additional chairs				\$ 13.50	\$ 13.50	0%	Decrease	
	Additional tables				\$ 13.50	\$ 13.50	0%	Decrease	
	Additional umbrellas				\$ 13.50	\$ 13.50	0%	Decrease	
Outdoor Displays (Trading)	On footways (permit under LGA S.222) S188(1)(f) LGA	Exempt	per display unit		\$ 57.50	\$ 58.50	2%	Increase	
Parking	Private Parking Areas Act Fees - when authorised by Council	Exempt		Y	TBC	TBC	-	-	
Road Closures	Applications & consents (incl advertising fees) in relation to temporary road closures	Exempt			Nil	Nil	-	-	
Trading	Street Traders	Exempt							
	Annual licence - at least equal to Council's fixed charge for same financial year as the licence (see per week permit below)		Fixed charge		TBC	TBC	-	-	
	Permit - per week or part thereof		per week		\$ 68.50	\$ 70.00	2%	Increase	
CEMETERIES									
Carinya and/or Lake Terrance	Interment Rights	Taxable							
*all fees assume completion between 9am to 3.00pm Monday to Friday (excluding public holidays)	All Burial sites excluding family allotments and children's gardens				\$ 1,940.00	\$ 1,980.00	2%	Increase	
	Children's Burial Gardens (Carinya)				\$ 820.00	\$ 830.00	1%	Increase	
	Family Allotments (Carinya)				\$ 7,750.00	\$ 7,920.00	2%	Increase	



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
** includes first interment	Vault (Lake Cemetery)				\$ 11,800.00	\$ 12,000.00	2%	Increase
	Waterfall Area - Granite (Carinya)**				\$ 920.00	\$ 940.00	2%	Increase
	Waterfall Area - Plinth (Carinya)**				\$ 720.00	\$ 740.00	3%	Increase
	Cross Area - Granite (Carinya)**				\$ 660.00	\$ 680.00	3%	Increase
	Cross Area - Plinth (Carinya)**				\$ 620.00	\$ 640.00	3%	Increase
	Boronia Garden - Granite (Carinya)**				\$ 660.00	\$ 680.00	3%	Increase
	Rotunda Memorial - Granite (Carinya)**				\$ 920.00	\$ 940.00	2%	Increase
	Rose Gardens - Plinth (Carinya)**				\$ 620.00	\$ 640.00	3%	Increase
	Rustic (Granite) Wall (Carinya)**				\$ 490.00	\$ 500.00	2%	Increase
	Block Wall (Carinya)**				\$ 430.00	\$ 440.00	2%	Increase
	Burial Fees	Taxable						
	Single depth burial 1.67 metres*				\$ 1,630.00	\$ 1,665.00	2%	Increase
	Double depth burial 2.13 metres*				\$ 1,680.00	\$ 1,715.00	2%	Increase
	Triple depth burial 3.05 metres*				\$ 1,780.00	\$ 1,800.00	1%	Increase
	Children under twelve (12) years of age - Childrens Gardens ONLY (Carinya)*				\$ 620.00	\$ 635.00	2%	Increase
	Vault Opening Fees (Lake Terrace)	Taxable						
	Vault Opening Fees (Lake Terrace)				\$ 600.00	\$ 1,200.00	100%	Increase
	Cremation Fees (Carinya)	Taxable						
	Adults*				\$ 990.00	\$ 990.00	0%	Decrease
	Children under twelve (12) years of age*				\$ 490.00	\$ 490.00	0%	Decrease
	Infant under two (2) years of age*				\$ 270.00	\$ 270.00	0%	Decrease
	Infant under one year of age if undertaken on same day as another cremation*				Nil	Nil	-	-
	Fees Payable in Addition to Cremations (Carinya)	Taxable						
	Witnessing no chapel service*				\$ 125.00	\$ 125.00	0%	Decrease
	Delivery of cremated remains (in Australia)				\$ 140.00	\$ 140.00	0%	Decrease
	Delivery of cremated remains (outside Australia)				TBC	TBC	-	-
	Chapel Fees (Carinya)	Taxable						
	Weekdays (excluding public holidays)*				\$ 285.00	\$ 290.00	2%	Increase
	Non Standard Extra Fees	Taxable						
	Weekdays after 3pm and Saturdays (excluding public holidays)				\$ 620.00	\$ 640.00	3%	Increase
	Sundays and Public Holidays (on application ONLY)				\$ 960.00	\$ 980.00	2%	Increase
	Interment of Ashes	Taxable						
	Interred in to existing grave*				\$ 445.00	\$ 455.00	2%	Increase
	Waterfall Area - Granite (Carinya)***				\$ 460.00	\$ 470.00	2%	Increase
	Waterfall Area - Plinth (Carinya)***				\$ 360.00	\$ 370.00	3%	Increase
	Cross Area - Granite (Carinya)***				\$ 330.00	\$ 340.00	3%	Increase
	Cross Area - Plinth (Carinya)***				\$ 310.00	\$ 320.00	3%	Increase
	Boronia Garden - Granite (Carinya)***				\$ 330.00	\$ 340.00	3%	Increase
	Rotunda Memorial - Granite (Carinya)***				\$ 460.00	\$ 470.00	2%	Increase
	Rose Gardens - Plinth (Carinya)***				\$ 310.00	\$ 320.00	3%	Increase
	Fees Payable in Addition to Interments	Taxable						
	Oversize Coffins and Caskets if notified				Nil	-	-	-
	Oversize Coffins and Caskets - notification not received or received after excavation				\$ 155.00	\$ 155.00	0%	Decrease
	Memorial Plaques - Burials	Taxable						
	Single Bronze		6 lines		\$ 630.00	\$ 655.00	4%	Increase
	Dual Conversion Bronze				\$ 810.00	\$ 840.00	4%	Increase
	Dual Conversion Bronze detachable plate				\$ 300.00	\$ 315.00	5%	Increase
	Family Allotment Bronze (includes Granite Plinth) (Carinya)				\$ 645.00	\$ 670.00	4%	Increase
	Family Allotment Bronze name plate (Carinya)				\$ 385.00	\$ 400.00	4%	Increase
	Lasting Memories		75 letters, 3 photos		\$ 1,740.00	\$ 1,800.00	3%	Increase
	Life's Memories				\$ 1,670.00	\$ 1,735.00	4%	Increase
	Memorial Seat (Carinya)				\$ 410.00	\$ 425.00	4%	Increase
	Memorial Plaques - Cremations	Taxable						
	Single Bronze Granite		6 lines		\$ 525.00	\$ 545.00	4%	Increase
	Single Bronze Plinth		6 lines		\$ 440.00	\$ 455.00	3%	Increase
	Lasting Memories Granite				\$ 1,350.00	\$ 1,400.00	4%	Increase



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
	Life's Memories Granite				\$ 1,420.00	\$ 1,475.00	4%	Increase
	Single Bronze Rustic (Granite) Wall (Carinya)		6 lines		\$ 425.00	\$ 440.00	4%	Increase
	Single Bronze Dual Conversion Rustic (Granite) Wall (Carinya)				\$ 650.00	\$ 675.00	4%	Increase
	Dual Conversion Bronze detachable plate Rustic (Granite) Wall (Carinya)				\$ 285.00	\$ 295.00	4%	Increase
	Single Bronze Block Wall (Carinya)		6 lines		\$ 405.00	\$ 420.00	4%	Increase
	Memorial Plaques - Additonal Fees	Taxable						
	Extra lines		per line		\$ 40.00	\$ 42.00	5%	Increase
	Cleaner		each		\$ 30.00	\$ 30.00	0%	Decrease
	Refurbishment - single		single		\$ 160.00	\$ 165.00	3%	Increase
	Refurbishment - dual conversion		dual conversion		\$ 185.00	\$ 195.00	5%	Increase
	Photograph - 'True to Life' (5cm x 7cm)		each		\$ 340.00	\$ 350.00	3%	Increase
	Photograph - Ceramic (5cm x 7cm)		each		\$ 120.00	\$ 125.00	4%	Increase
	Emblem		standard		\$ 80.00	\$ 85.00	6%	Increase
	Additional Proof		each		\$ 55.00	\$ 55.00	0%	Decrease
	Monument Licence Fee (Lake Terrace)	Taxable						
	Single		single		\$ 430.00	\$ 430.00	0%	Decrease
	Double		double		\$ 650.00	\$ 650.00	0%	Decrease
	Each additional		additional		\$ 85.00	\$ 85.00	0%	Decrease
	Other Fees	Taxable						
	Exhumation after minimum period when authorised		authorised		\$ 2,350.00	\$ 2,400.00	2%	Increase
	Brass Flower Vase		vase		\$ 40.00	TBC	-	-
	Remove and fit existing plaques		plaques		\$ 40.00	\$ 40.00	0%	Decrease
PRIVATE WORKS								
Footpaths, Stormwater Pipes, Culverts, Inverts & Crossovers, Sundry Works	Concrete Crossover	Taxable	per m ²		-	\$ 110.00	-	-
	Bitumen Crossover - minimum charge (including first 1m ²)	Taxable			-	\$ 200.00	-	-
	Bitumen Crossover - (every meter after first M ²)	Taxable	per m ²		-	\$ 25.00	-	-
	Inverts	Taxable	lineal metre		-	\$ 150.00	-	-
Mowing Ovals	Mowing ovals for schools/sporting clubs / per hours	Taxable			\$ 114.00	\$ 115.00	1%	Increase
Reinstatements	Concrete Reinstatement	Taxable	per m ³		-	\$ 1,050.00	-	-
	Asphalt Reinstatement	Taxable	per m ³		-	\$ 850.00	-	-
	Bitumen Resinstatement - minimum charge (including fist 1m ²)	Taxable			-	\$ 200.00	-	-
	Bitumen Reinstatement- (every meter after first M ²)	Taxable	per m ²		-	\$ 25.00	-	-
WASTE MANAGEMENT								
Waste Transfer Centre (Rubbish Removal)	General Public	Taxable						
	Single garbage bag		per bag		\$ 5.50	\$ 6.00	9%	Increase
	Car boot load		per load		\$ 24.00	\$ 26.00	8%	Increase
	Small trailer or utility (standard)		per load		\$ 43.00	\$ 47.00	9%	Increase
	Small trailer or utility (heaped)		per load		\$ 63.00	\$ 69.00	10%	Increase
	Small trailer or utility (caged)		per load		\$ 83.00	\$ 91.00	10%	Increase
	Tandem trailer (standard)		per load		\$ 68.00	\$ 74.00	9%	Increase
	Tandem trailer (heaped)		per load		\$ 90.00	\$ 99.00	10%	Increase
	Tandem trailer (caged)		per load		\$ 112.00	\$ 123.00	10%	Increase
	Truck or large trailer		per tonne		\$ 155.00	\$ 170.00	10%	Increase
	Disposal by arrangement (direct to landfill) e.g. asbestos, genetically modified material				\$ 225.00	\$ 245.00	9%	Increase
	Mattresses (regardless of size)		per mattress		\$ 28.00	\$ 28.00	0%	Decrease
	Cooking Oil		per litre		\$ 0.30	\$ 0.30	0%	Decrease
	Fridges and other appliances that require degassing or deoiling		per item		\$ 66.00	\$ 72.00	9%	Increase
	Senior's Card/Aged Pensioners Card - must present valid Seniors/Aged Pensioners/Health card							
	Single garbage bag				\$ 4.30	\$ 4.70	9%	Increase
	Limit car boot load only				\$ 17.00	\$ 18.00	6%	Increase
	Private Contractors	Taxable						
	Charge per tonne via Waste Transfer Centre (to landfill)		per tonne		\$ 150.00	\$ 164.50	10%	Increase
	Minimum charge for account customers:				\$ 78.00	\$ 85.00	9%	Increase
New	Minimum charge where weight under half tonne but volume excessive (as deemed by operator)		per load		-	\$ 164.50	-	-
	eWaste and Recycling	Taxable						



FEE OR CHARGE	DESCRIPTION AND COMMENTS	GST TREATMENT	UNITS	STATUTORY	2018/2019	2019/2020	% Increase / Decrease	
	CDs, discs, USBs, calculators, household batteries etc		each		Free of charge	Free of charge	-	-
	Compact fluoro lights (CFLs)		per item		\$ 0.50	\$ 0.50	0%	Decrease
	Fluro tubes, high density lamps		per item		\$ 1.00	\$ 1.00	0%	Decrease
	Keyboards, toaster, frypans, lamps, etc		per item		\$ 6.00	\$ 6.00	0%	Decrease
	Microwaves, vacuums, DVDs, small printers, etc		per item		\$ 15.00	\$ 15.00	0%	Decrease
	Computer package, large TVs, medium printers, etc		per item		\$ 25.00	\$ 25.00	0%	Decrease
	Extra large items i.e. photocopiers etc		per kg		\$ 1.20	\$ 1.20	0%	Decrease
Rubbish Collection	Rubbish Collection							
* applied on pro-rata basis	Green Waste Collection Fortnightly Service*	Exempt			\$ 84.00	\$ 85.00	1%	Increase
Bins and Containers	240L Bins (Greenwaste)	Taxable			\$ 73.00	\$ 75.00	3%	Increase
**cost for provisoin of bin plus collection service	240L Bins (Garbage/Recycling) - replacement	Taxable			\$ 73.00	\$ 75.00	3%	Increase
	Additional Bins (Garbage/Recycling)**	Exempt	per bin & service		\$ 125.00	\$ 129.00	3%	Increase
	Sharps Container - 5L	Taxable	each		\$ 10.00	\$ 12.00	20%	Increase
	Sharps Container - 2L	Taxable	each		\$ 8.00	\$ 8.00	0%	Decrease
Storm Water Drainage	Developer Contribution - Downstream Drainage							
	For developments of 1 hectare or greater	Exempt	flat rate		\$ 5,600.00	\$ 5,700.00	2%	Increase
	For developments less than 1 hectare	Exempt	per m ²		\$ 0.90	\$ 0.90	0%	Decrease

References:

1. Fees and charges marked as 'Statutory' are subject to change at any time by the relevant Statutory provisions.
2. All items are GST inclusive unless specifically marked otherwise.
3. Fines and expiations may also apply as per relevant legislation.

Abbreviations:

CEO	Chief Executive Officer
excl	Excluding
incl	Including
N/A	Not Applicable
pa	Per Annum
TBC	To Be Confirmed
HRMWS	High Risk Manufacture Water System
SRF	Supported Residential Facility
RRP	Recommended Retail Price (per supplier)



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For the quarter ending 31 December 2018

Description	Comment
<p>1. Our People</p> <p>1.1 Encourage the relevant service providers to support the wellbeing of the community.</p> <p>1.1.1 Engagement undertaken identifying opportunities and activities by relevant service providers to support and improve the wellbeing of the community.</p> <p>1.2 Lobby for improved and appropriate health services to be delivered in the city.</p> <p>1.2.1 Appropriate action conducted to lobby for improved health services. Attendance on external committees by Council.</p> <p>1.3 Create opportunities for all citizens to be involved in community life.</p> <p>1.3.1 Create a Volunteering Strategy for the City of Mount Gambier by 30 June, 2018.</p> <p>1.3.2 Conduct a structural review of the Community Grants Program by 30 June 2018.</p> <p>1.4 Support social awareness and inclusion in society, business and cultural activities.</p> <p>1.4.1 Conduct an Accessibility Audit of Council facilities by 30 June, 2018.</p> <p>1.4.1 Conduct an Accessibility Audit of Council facilities by 30 June, 2018.</p> <p>1.4.2 Develop a Disability Discrimination Act Action Plan and implement by June 2019.</p> <p>1.5 Create pathways to lifelong education and training.</p> <p>1.5.1 Embed STEM across Council programs and activities within Library/RAG/Sustainability initiatives.</p> <p>1.6.1 Complete the Youth Plan.</p> <p>1.6.2 Commence implementation of at least three key findings from the Youth Plan by March 2018.</p> <p>1.7 Build a Council culture focused on teamwork, innovation, customer service, efficient business and continuous improvement,</p> <p>1.7.1 Best People Best Community drives continual improvement. All Council Business Units analyse at least two service activities and two processes annually</p>	<p>Member of the AEDC action group to reduce the (increasing) vulnerability indicators of our children. Working with SAPOL and DPC to identify and implement strategies to collaboratively address current youth disengagement issues. Member of the Limestone Coast Community Services Roundtable.</p> <p>Ongoing support provided for the Limestone Coast Substance misuse initiative. Ongoing representation on the Limestone Coast Community Services round table and maintain professional relationship with Mount Gambier HACC.</p> <p>Research undertaken for best practice, methodology developed and engagement delayed due to Community and Recreation Hub commitments. Recommence in February 2019.</p> <p>This is an ongoing, continual improvement process.</p> <p>Accessibility Audit completed in previous quarter.</p> <p>Audit has been completed by City Infrastructure.</p> <p>Strategy has been identified to progress using data from the Accessibility Audit. Specialist resources will be required. Review currently being undertaken of existing databases to prioritise actions and develop a forward works plan.</p> <p>Regular programming of Virtual Reality (VR) and science integrated with art exhibitions at the Main Corner/Gallery. The Library continuing with e Makers program and Innovation Lab activities. Collaborative programming for the 18/19 summer holiday period has been very successful.</p> <p>Complete. Recommendations to be integrated with the strategic prioritised implementation plan.</p> <p>Pending endorsement of integrated strategic plan.</p> <p>The Business Unit Planning process requires all Business Units to identify opportunities for continuous improvement projects annually.</p>

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<p>to enhance productivity.</p> <p>1.7.2 Review and implement staff cultural survey to identify improvements.</p> <p>1.7.4 Review policies in line with Policy Register review schedule and as required legislatively.</p>	<p>Due to other imperatives (Community and Recreation Hub, Council elections and the impending retirement of the CEO) this KPI has not been progressed.</p> <p>Policy reviews are scheduled, reviewed and updated in line with each policies review by date. Council election period during the quarter to December 2018 resulted in some reviews being held over until the first quarter of 2019.</p>
<p>2. Our Location</p> <p>2.1 Provide and advocate for appropriate and accessible services and facilities.</p> <p>2.1.1 Develop by 30 June 2018 an Open Space and Asset Management Strategy focusing on the long term provision of recreational facilities and public open space.</p> <p>2.1.2 Commence implementation from August 2018 an Open Space and Asset Management Strategy focusing on the long term provision of recreational activities and public open space.</p> <p>2.1.3 Complete Stage 2 of the Rail Trail and add to stage 1 via enhanced community facilities including shelter, seating and interpretive signage. (linked to the Tourism Signage Strategy)</p> <p>2.1.4 Commence implementation of the Signage Strategy and associated digital links in accordance with the Tourism Signage Strategy.</p> <p>2.2 Provide infrastructure and services that are well planned, accessible, efficient, financially sound and sustainable.</p> <p>2.2.1 Review and endorse annually Council's Asset and Infrastructure Management Plan ensuring that over any 5 year period asset maintenance is within the range recommendation by the LGA.</p> <p>2.2.2 95% of annual infrastructure and asset budget is expended within the approved budget year.</p>	<p>Not yet commenced.</p> <p>Not yet commenced</p> <p>Section of Rail Trail from east of Pick Ave linking through to Jubilee Hwy now complete. Works in progress on west end of trail from Jubilee Hwy West to Wandilo Rd</p> <p>In Progress. Redundant signs being removed. some new signs have been replace at Rook Walk / Blue Lake area</p> <p>The Forward Program and Schedules of the Asset and Infrastructure Management Plan was updated in February 2018. The next review is due to commence March 2019.</p> <p>The budget reflects all projects identified in the Forward Program and Schedules.</p>
<p>3. Our Diverse Economy</p> <p>3.1 Build a diverse and resilient economy through collaboration and partnerships.</p> <p>3.1.1 External agencies engaged to deliver programs to support the local economy. (Education Institutions, Federal and State Agencies and Private Sector).</p> <p>3.1.2 Work with key stakeholders to develop a business innovation hub.</p>	<p>The preparation of Community and Recreation Hub documentation has meant that liaison has focused on the Community Reference Group, sporting clubs and state sporting associations as major stakeholders in the Hub. Working in collaboration has seen design work completed with significant community input to enhance Hub usability and access for the community.</p> <p>The NVI Innovation Hub is now fully operational. Periodic meetings with the Strategic Manager and participation by Council in graduation activities allows for Council to be informed about programs on offer, potential areas where new programs could be developed and to take part in success stories of those completing courses from across the community.</p>

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3.10 Council operates in accordance with relevant legislation, policies, governance and business practice and ensure professional and ethical standards, focusing on continuous improvement.

3.10.1 Number of process improvement reviews and service reviews identified and completed per each portfolio.

3.10.2 Adherence to Mandatory Code of Conduct.

3.10.3 Code of Conduct refresher delivered 30 October 2017 to all staff.

3.2 Support existing traditional industries to diversify and create value added opportunities.

3.2.1 Continue implementation of the China Engagement Strategy (a) outbound business delegation by December 2017 and (b) inbound delegation from friendship cities in 2018.

3.3 Encourage and attract appropriate investment opportunities to support business growth and diversification.

3.3.1 Lobby and advocate for investment attraction for Greater Mount Gambier and surrounding area.

3.3.2 Investment and attraction prospectus developed by 30 June 2018.

3.3.3 Lobby for ongoing government support.

Process improvement register is maintained recording a range of enhancements to work systems that include but go beyond Authority upgrades, Business Information Systems rebuild, development and implementation of the customer service unit, records management disposal systems, phone system upgrade, regional procurement and regional planning, extranet and staff intranet, grave site coffin lowering system.

All Council employees are advised of Code of Conduct requirements as part of the Performance Development Review processes.

Completed in 2017.

Minor follow up on the last regional delegation to Council's Friendship Cities that occurred in October 2017. Connection between Tenison Woods College and Lu'an Middle School that was part of our last visit with intent to commence exchange programs.

Still in contact with Keppel Logistics a major warehouse and distribution centre in Luán for potential distribution of regional products including meat and wine.

Potential links between TAFE Dairy training and major milk producer in Luán. Dairy training in Mount Gambier has recently been delivered to an Indian milk company and this model could be expanded.

Grow systems Australia (Mount Gambier) has installed their moving gully agricultural growing system into a large glasshouse outside of Luán. Significant potential to manufacture under licence this technology

Working on gaining traction between Baotou Agriculture and Animal Husbandry Bureau and companies in the Limestone Coast focusing on improving sheep breeds in Inner Mongolia. Bully's beef continuing to export beef into Baotou.

Investment attraction has focused on documentation required by the State and Federal Governments for the Community and Recreation Hub. \$15 million has been earmarked by the Federal Government pending the submission of further documentation and the state government is being lobbied for matched funding.

This project has been delayed pending completion of all requirements for funding in relation to the Community and Recreation Hub. The RDA is working on a regional prospectus and waiting to see the outcomes of this process will allow any efforts Council considers to be useful to take the regional documents into consideration.

Lobbying to government for support continues in relation to the GiG City Project. This work with the Department of State Development (now Department of Industry and Skills, DIS) had allocated funding connect the NVI to the high speed internet and Council have been lobbying to extend the infrastructure to other areas as an enabler for economic development. Tenders were

3.4 Improve business skills and training to support a more responsive workforce.

3.4.1 Lead the development of opportunities for businesses including programs delivered that support NBN literacy and take up.

3.5 Develop innovative practices and solutions to encourage and facilitate local business growth and sustainability.

3.5.1 Implement Council's key priorities for a Smart City Digital Strategy.

3.6 Partner with local tourism industry to grow Mount Gambier as a "year round" tourism destination.

3.6.1 Implement actions identified in the Arts, Culture & Heritage Plan.

3.6.2 Partner with and support Tourism Mount Gambier to implement the Tourism Strategy as well as tourism products, signage and visitor attraction.

3.7 To develop and implement strategies and actions and partner with relevant stakeholders to increase professional service delivery opportunities.

3.7.1 Develop a strategy for the implementation of the Visitor Services Review by 30 October, 2017.

3.8 Promote and attract new business opportunities in the local, national and international markets.

3.8.1 Refer to Key Performance Indicators identified within strategy 3.2

3.9 Council to provide leadership and engage with the community in driving economic opportunities.

called by DIS to provide a solution and they have yet to make any decision. While we have a stakeholder role, DIS retains control and is leading this project that was interrupted by a change of Government.

NBN rollout has now been completed to the Mount Gambier community including to Council. No further initiatives are planned at this stage.

Moving Council visitor servicing to a far more online environment continues with stakeholders and visitors being encouraged to move away from paper based products. The digital strategy is now embedded across many Council operations and has become the norm.

Numerous strategic reports have synergies across recommendations and both the GMCG and GMCG have worked together to ensure where that where there is overlap, that any proposed initiatives can be structured to achieve multiple objectives.

TMG objectives are being addresses on a project basis. The Board have identified key projects and board members are represented on each project working party. Signage implementation lies with Council as part of budget processes and requires liaison with numerous stakeholders including RAP Committee for sites of indigenous significance, heritage matters and owners of current interpretive content such as SA Water. While the style of signage has been endorsed the issue of indigenous and further tourism related content development requires further discussion.

During 2018 meetings with staff at the Visitor Centre specifically to discuss the VIS review highlighted that many recommendations had already been implemented. Particularly in relation to digital content, liaising with other visitor centres in the region, connecting with state priorities for tourism and building skills of operators in the digital space. Development will be on going however the strong focus on visitor attraction through experiences prior to arrival will continue to be the underlying foundation for change.

Liaising with State and Federal government departments has been a key part of development for funding applications submitted for the Community and Recreation Centre. Both state and Federal Governments have provided in principal support for \$25 million with much discussion and documentation prepared to each agency. Liaising with various departments continues as the project progresses through various milestones.

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<p>3.9.1 Complete City Growth Strategy and commence implementation from September 2017.</p>	<p>The City Growth Strategy focuses on economic development through identified areas of strategic advantage. The emergence of the Community and Recreation Hub as the initiative that can contribute significantly to retention and attraction of skilled workers, creation of new jobs during construction and in operation, provide opportunities for event tourism and to improve community well-being will likely be the focus for economic development for the next couple of years after funding is confirmed. The centre will act as a key enabler for economic development. As highlighted in the report, Council has a role in providing key enabling infrastructure for the purpose of building human capital and the Community and Recreation Centre will be an important initiative making a significant contribution to the regional economy.</p>
<p>4. Our Climate, Natural Resources, Arts, Culture and Heritage.</p> <p>4.10 Improve the sustainability of Council operations.</p> <p>4.10.1 Develop and deliver initiatives to influence behavioral change of employees to reduce energy consumption and to diminish waste to landfill.</p> <p>4.2 Generate pride in our environment, culture and heritage by actively learning about, promoting and preserving our heritage.</p> <p>4.2.1 Catalogue the Library Heritage and the Riddoch Art Gallery Collections by 30 June 2018.</p> <p>4.3 Boandik culture is a visible part of community life.</p> <p>4.3.1 Consolidate Council's Reconciliation Action Plan by 31 December 2017.</p> <p>4.3.2 Implement key findings of the Reconciliation Action Plan including Boandik Art/Culture in public spaces and signage.</p> <p>4.4 Celebrate cultural diversity through awareness and participation.</p> <p>4.4.1 Complete the Arts, Culture and Heritage Plan by 31 December 2017.</p> <p>4.4.2 Commence the implementation of key outcomes of the Arts, Culture and Heritage Plan by 30 March 2018.</p> <p>4.5 Educate and support the community to reduce greenhouse gas emissions, water consumption and waste.</p> <p>4.5.1 Council continue to promote greenhouse gas emission and water consumption reduction and minimise waste generation through the delivery of education to the community.</p> <p>4.6 Strive to make Mount Gambier a recognised environmentally sustainable place.</p> <p>4.6.1 Continue programs to reduce Council's resilience and cost of electricity including solar power at Council owned facilities per annum.</p> <p>4.6.2 Partner with and support Tourism Mount Gambier</p>	<p>Community subscription to Compost Revolution commenced.</p> <p>Research currently being refined to identify appropriate software program to efficiently store and sort the collection data that will assist with exhibition development.</p> <p>This is a dynamic process that requires a strong focus on relationship management. Key projects identified include dual naming on signage and language projects.</p> <p>Report to be prepared and presented to Council regarding dual naming including draft policy.</p> <p>Complete. Recommendations to be integrated with the strategic prioritised implementation plan.</p> <p>Pending endorsement of integrated strategic plan.</p> <p>Priority focus for sustainability at the moment is the development of the Re-Use Market.</p> <p>Energy efficiency initiatives, LED lighting and energy measurement tools have been implemented and regularly evaluated.</p> <p>TMG objectives are being addresses on a project basis. The</p>

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to implement the Tourism Strategy as well as tourism products, signage and visitor attraction.

Board have identified key projects and board members are represented on each project working party. Signage implementation lies with Council as part of budget processes and requires liaison with numerous stakeholders including RAP Committee for sites of indigenous significance, heritage matters and owners of current interpretive content such as SA Water. While the style of signage has been endorsed the issue of indigenous and further tourism related content development requires further discussion.

4.7 Develop innovative programs to protect our environment.

4.7.1 Develop a best practice sustainability focused Material Recovery Centre to reduce and recycle waste by 31 December 2018.

ReUse Market operating in October 2018 and officially opened in December 2018.

4.8 Use place making strategies to promote public spaces and enhance community life.

4.8.1 Active identified priority spaces and places via the Cultural Development Fund by June 2018.

Pending endorsement of integrated strategic plan

4.9 Build a creative City that encourages artistic expression and celebrates cultural diversity.

4.9.1 Develop a forward plan for the operation, programming and exhibitions of the Riddoch Art Gallery by December 2017.

Planning is ongoing. The exhibition program now extends beyond 2020 including the Ancient Rome exhibition scheduled for 2019.



No STOPPING
73m

JUBILEE
HWY
EAST

ATTAMURRA

No STOPPING
65m

McDONALDS

65m

TRAFFIC IMPACT STATEMENT

NO STOPPING
Jubilee Highway East (Northern Side) – Attamurra Rd Intersection

Part A – Traffic Management

It is the view of the undersigned that the Installation of No stopping zones on Jubilee Highway East (Northern side) will not be detrimental to traffic management in the area.

Part B – Road Safety Effects

It is anticipated that the proposal will not have any negative impacts on road safety.

Conclusion

In the opinion of the undersigned, the proposal to Install No Parking zones on Jubilee Highway East (Northern Side) will not have negative impacts on traffic management or road safety and is therefore deemed appropriate for the area.



.....
Daryl MORGAN
MANAGER ENGINEERING DESIGN AND CONTRACTS

22nd January 2019

Ref. AF11/1855