Notice of Council Meeting

CITY OF TEA TREE GULLY
Naturally Better

MEMBERSHIP

Mayor Kevin Knight

Cr Brett Rankine
Cr Bernie Keane
Cr Jessica Lintvelt
Cr Lucas Jones
Cr Olivia Savvas
Cr Rob Unger
Cr Alicia Schlueter
Cr Sandy Keane
Cr Peter Field
Cr Robin Coleman
Cr Lyn Petrie
Cr Damian Wyld

NOTICE is given pursuant to Sections 83 and 84 of the Local Government Act 1999 that the next COUNCIL MEETING will be held in the Council Chambers, 571 Montague Road Modbury and/or by electronic means on TUESDAY 27 JULY 2021 commencing at 7.00pm

A copy of the Agenda for the above meeting is supplied.

Council is committed to providing greater community access to Council meetings during the COVID-19 pandemic. Members of the community are welcome to listen and observe minutes via Council's website.



JOHN MOYLE
CHIEF EXECUTIVE OFFICER

Dated: 23 July 2021

CITY OF TEA TREE GULLY

COUNCIL MEETING
27 JULY 2021

AGENDA

1. Opening Prayer and Welcome

   Prayer - to be read by the Presiding Member

   Acknowledgement of Country Statement - to be read out as arranged by the Presiding Member

2. Attendance Record:

   2.1 Present
   2.2 Apologies
   2.3 Leave of Absence – A resolution granting leave of absence is to be considered by Council
   2.4 Record of Officers in Attendance
   2.5 Record of Number of Persons in the Public Gallery
   2.6 Record of Media in Attendance

3. Confirmation of Minutes of the Previous Meeting

   That the Minutes of the Council Meeting held on 13 July 2021 be confirmed as a true and accurate record of proceedings.

4. **Mayor's Report** - Nil

5. Public Forum

   Available to the public to address Council on policy, strategic matters or items that are currently before the Council. Total time 10 mins with maximum of 2 mins per speaker. For more information refer to Council's website www.cttg.sa.gov.au

6. Deputations - Nil

Requests from the public to address the meeting must be received in writing prior to the meeting and approved by the Mayor. For more information refer to Council's website www.cttg.sa.gov.au

7. Presentations

7.1 COVID-19 Update

Mr Ryan McMahon, Director Organisational Services & Excellence will provide a summary of the current COVID-19 restrictions and their impact on Council operations.

7.2 Grant Opportunities

Mr Justin Robbins, Manager Finance and Rating Operations will provide a presentation regarding Community Grants opportunities (approx. 10 minutes).

Requests to present to the meeting must be approved by the Mayor or Chief Executive Offficer. For more information refer to Council's website www.cttg.sa.gov.au

8. Petitions - Nil

9. Declarations of Conflicts of Interest

Members are invited to declare any material, actual and/or perceived conflicts of interest in matters appearing before the Council.

10. Adjourned Business - Nil

11. Motions Lying on the Table - Nil

12. Committee Reports

Service Review Committee - Nil

Audit Committee - Nil

Policy and Strategic Development Committee - Nil

CEO Performance and Remuneration Review Committee - Nil

Traffic Management Safety Committee - Nil

13. Management Reports

Office of the Chief Executive Officer

13.1 Shared Use Paths - Head Agreement and Licence Agreements with Commissioner of Highways 6

13.2 Proposed Rezoning of Golden Grove Rural Living Zone for residential use 57

13.3 Environment and Food Production Areas Boundary Review - Council Submission 83

Assets & Environment

13.4 Kaurna Cultural Heritage Recognition for Dry Creek..... 124

Organisational Services & Excellence

13.5 Modbury Sporting Club - Proposed facility upgrade 133

13.6 Grant Opportunities 200

Community & Cultural Development - Nil

14. Notice(s) of Motions - Nil

15. Motion(s) without Notice

16. Question(s) on Notice - Nil

17. Question(s) without Notice

18. Council Delegates and Activities Report

Members are invited to report any attendance at meetings and functions on behalf of Council where they have filled an official Council representative role or a role on behalf of the Mayor.

19. Information Reports

19.1 Continuous Improvement - 2021 - Fourth Quarter Update 218

19.2 Local Government Finance Authority (LGFA) Annual General Meeting (AGM) - 29 October 2021..... 224

20. Status Report on Resolutions - Nil

21. Other Business

22. Section 90(2) Local Government Act 1999 – Confidential Items - Nil

A record must be kept on the grounds that this decision is made.

23. Date of Next Ordinary Meeting

10 August 2021

24. Closure

Item 13.1

REPORT FOR	COUNCIL MEETING
MEETING DATE	27 JULY 2021

RECORD NO:	D21/44766
REPORT OF:	OFFICE OF THE CHIEF EXECUTIVE OFFICER
TITLE:	SHARED USE PATHS - HEAD AGREEMENT AND LICENCE AGREEMENTS WITH COMMISSIONER OF HIGHWAYS

PURPOSE

To provide Council the opportunity to consider entering into a Head Agreement and multiple Licence Agreements with the Commissioner of Highways, which seek to grant Council legal access and use of the shared used paths on land owned by the Commissioner of Highways in the following locations:

1. Land adjacent the O-Bahn busway linking Smart Road and the Meadowvale Reserve Precinct, Modbury
2. Land adjacent Solandra Reserve, Modbury North
3. Land adjacent the O-Bahn busway south of Grand Junction Road, Hope Valley
4. Land adjacent to the O-Bahn busway (including two pedestrian overpasses) between Grand Junction Road and Reservoir Road, Hope Valley.
5. Land adjacent to the O-Bahn busway immediately east of Reservoir Road, Modbury.

RECOMMENDATION

1. That Council agrees to enter into a Head Agreement with the Commissioner of Highways regarding the access to and use of land held by the Commissioner of Highways for the purposes of the continuity of shared use paths and associated infrastructure, as per the terms and conditions outlined in Attachment 1 of the **report titled "Shared Use Paths –** Head Agreement and Licence Agreements with **the Commissioner of Highways" and dated 27 July 2021.**

2. That Council agrees to enter into a Licence Agreement with the Commissioner of Highways for access to and use of land being Piece 632 of Deposited Plan 96067 in Certificate of Title Volume 6159 Folio 429, at 91-95 Smart Road, Modbury, commonly known as the land linking Smart Road to the Meadowvale Aged-Friendly Precinct, Modbury, as per the terms and conditions outlined in

Attachment 2 of the report titled "Shared Use Paths – Head Agreement and **Licence Agreements with the Commissioner of Highways" and dated 27 July** 2021.

3. That Council agrees to enter into a Licence Agreement with the Commissioner of Highways for access to and use of land being Allotment 202, 336 of Deposited Plan 10319, as described in Certificate of Title Volume 5398 Folio 883, at Lot 202 Montague Road, Modbury North, commonly known as land adjacent Solandra Reserve, Modbury North, as per the terms and conditions outlined in Attachment **3 of the report titled "Shared Use Paths –** Head Agreement and Licence **Agreements with the Commissioner of Highways" and dated 27 July 2021.**

4. That Council agrees to enter into a Licence Agreement with the Commissioner of Highways for access to and use of land being:
    a. Allotment 616 of Deposited Plan 28772, as described in Certificate of Title Volume 5103 Folio 268, at 1018-1026 Grand Junction Road, Holden Hill, commonly identified as land adjacent to the O-Bahn busway south of Grand Junction Road,
    b. Allotment 627 of Deposited Plan 29605, as described in Certificate of Title Volume 5301 Folio 117, at 56-58 Reservoir Road Hope Valley, commonly identified as land adjacent to the O-Bahn busway between Grand Junction Road and Reservoir Road, and
    c. Allotment 201 of Deposited Plan 29501, as described in Certificate of Title Volume 5301 Folio 115, at 81 Reservoir Road, Modbury, commonly identified as land adjacent the O-Bahn busway immediately east of Reservoir Road,

    as per the terms and conditions outlined in Attachment 4 of the report titled **"Shared Use Paths –** Head Agreement and Licence Agreements with the **Commissioner of Highways" and dated 27 July 2021.**

5. That Council authorises the Chief Executive Officer to extend, vary or terminate this agreement as is considered appropriate at the time in the future.

6. That the Mayor and Chief Executive Officer be authorised to sign and seal all relevant documents to give effect to this decision.

1. BACKGROUND

During background research and a subsequent review of existing licences and easements over land identified for the Meadowvale Age Friendly Precinct and the upgrades to Solandra Reserve it was revealed that parts of Council's shared use path network encroach land owned by the Commissioner of Highways (CoH). This led to the identification of other encroachments into CoH land where Council's shared use path traverses their land.

It was found that Council does not have a legal right to install the paths where they encroach CoH land, and does not currently have legal access to use and maintain the paths for the purposes of pedestrian and bicycle traffic, landscaping and public amenity.

Council staff have been working with representatives from the Department of Infrastructure and Transport (DIT) on behalf of CoH to rectify this anomaly. The Commissioner's preferred method of legitimising Council's access to and use of CoH land is for Council to enter into a Head Agreement and a series of Licence Agreements over the subject portions of land. These mechanisms will ensure ongoing public access and clarity regarding the maintenance of the shared use path network for Council staff and the community.

2. DISCUSSION

2.1 Head Agreement

This Head Agreement provides a framework and pre-agreed terms and conditions for the establishment of the Licence Agreements over different portions of land for which the Commissioner is the registered owner and Council wishes to enter upon and use the land.

The final Head Agreement can be viewed in Attachment 1.

Key terms in the Head Agreement and subsequent Licence Agreements, are as follows:

1. Upon execution, the Head Agreement remains in place until either a replacement Head Agreement is entered into, or is terminated by CoH, Council or mutual agreement.
2. Each Licence Agreement is valid for nine (9) years with an option to extend at the end of each term. It is noted the term of the agreement has been set by the Minister for Infrastructure and Transport.
3. Council must not do anything that may cause or contribute to pollution, contamination or environmental harm to the land, without the prior written consent of CoH

4. Council must pay CoH the Licence Fee ($1.00 per annum) upon request of the Commissioner
5. Council must at its expense maintain, repair and keep the land and any fixtures, fittings or other property in good and substantial repair and condition
6. Council must at its expense promptly make good any damage caused (except any damage caused by CoH or CoH's agents or contractors)
7. Council must at its expense maintain and prune landscaping so as to ensure safe use of the pathway by the public
8. Ownership of the path, landscaping, lighting and signage on the Site (including any improvements) will remain vested in Council during the agreement
9. Council must take reasonable steps to ensure that litter and hard waste does not accumulate on the land
10. Council must, as is reasonably practical, control all animal and plant pests as required by the relevant authorities
11. Council must indemnify and keep indemnified the CoH against all claims which the CoH incurs in connection with any loss of life, personal injury, loss or damage to property etc
12. In the event that Council ceases to be a member of the *Local Government Mutual Liability Scheme*, Council must take out and maintain insurance to cover its civil liabilities at a minimum level of cover of $300 million dollars
13. If Council terminates the Head Agreement or Licence Agreements, unless otherwise agreed by the CoH, Council must remove all assets at its own cost.

2.2 Licence Agreements

There are three Licence Agreements before Council that are subject to the above terms and cover portions of land identified in the following locations:

91-95 Smart Road, Modbury - Land linking Smart Road to the Meadowvale Aged-Friendly Precinct

- ☒ The whole of the land comprised and described in Certificate of Title Volume 6159 Folio 429 (see Figure 1)

- That portion of the Land being Piece 632 of Deposited Plan 96067 and more particularly delineated as green on the plan in Attachment 2.



Figure 1: CoH land the subject of shared used path Licence Agreement 1

Lot 202 Montague Road, Modbury North - Land adjacent Solandra Reserve

- The whole of the land comprised and described in Certificate of Title Volume 5398 Folio 883 and Certificate of Title Volume 5567 Folio 729 (see Figure 2)
- That portion of the Land being Allotment 202, 236 of Deposited Plan 10319 and more particularly delineated as green on the plan in Attachment 3.

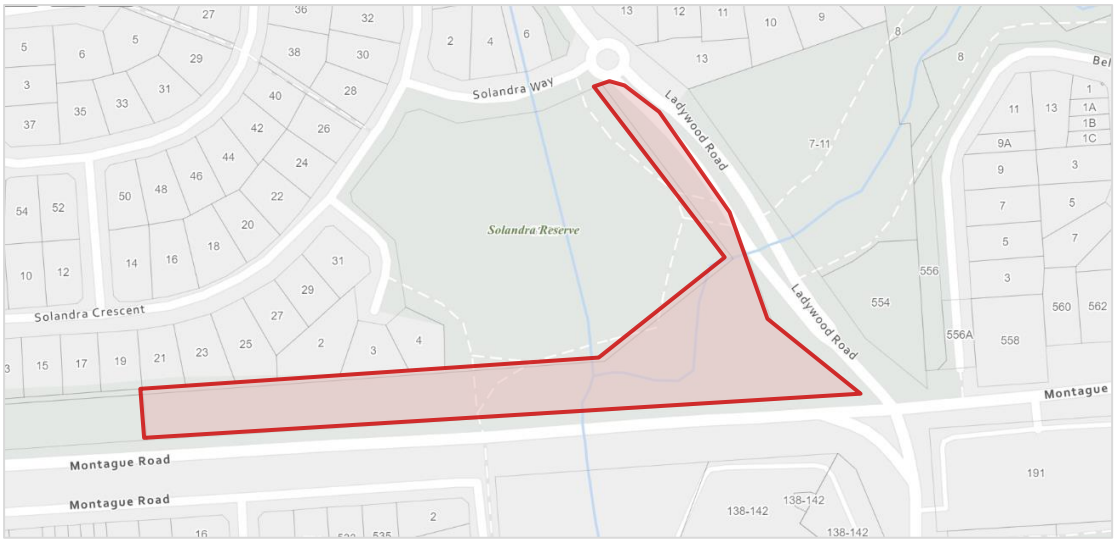


Figure 2: CoH land the subject of shared used path Licence Agreement 2

1018-1026 Grand Junction Road, Holden Hill -Land adjacent to the O-Bahn busway south of Grand Junction Road

- The whole of the land comprised and described in Certificate of Title Volume 5103 Folio 268 (see Figure 3)That portion of the Land being Allotment 616 of



Figure 3: CoH land the subject of shared used path Licence Agreement 3

Deposited Plan 28772, more particularly delineated as green on the plan in Attachment 4.

56-58 Reservoir Road Hope Valley - Land adjacent to the O-Bahn busway (including two pedestrian overpasses) between Grand Junction Road and Reservoir Road.

- The whole of the land comprised and described in and Certificate of Title Volume 5301 Folio 117 (see Figure 4)
- That portion of the Land being Allotment 627 of Deposited Plan 29605, more particularly delineated as green on the plan in Attachment 4.

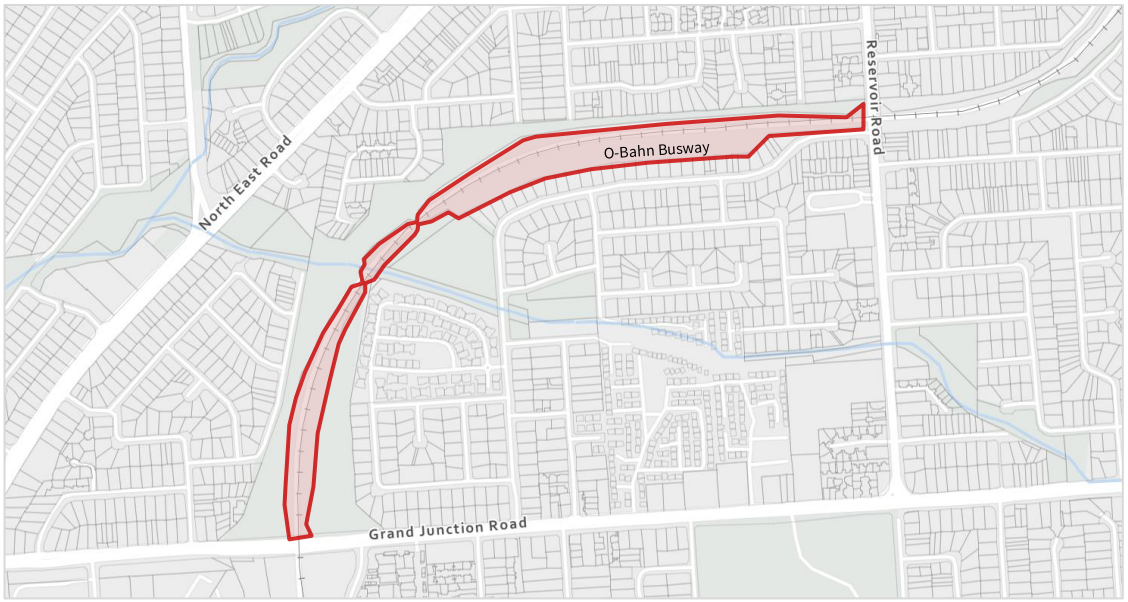


Figure 4: CoH land the subject of shared used path Licence Agreement 3

81 Reservoir Road, Modbury - Land adjacent to the O-Bahn immediately east of Reservoir Road, Modbury.

- The whole of the land comprised and described in Certificate of Title Volume 5301 Folio 115 (see Figure 5)
- That portion of the Land being Allotment 201 of Deposited Plan 29501, more particularly delineated as green on the plan in Attachment 4.

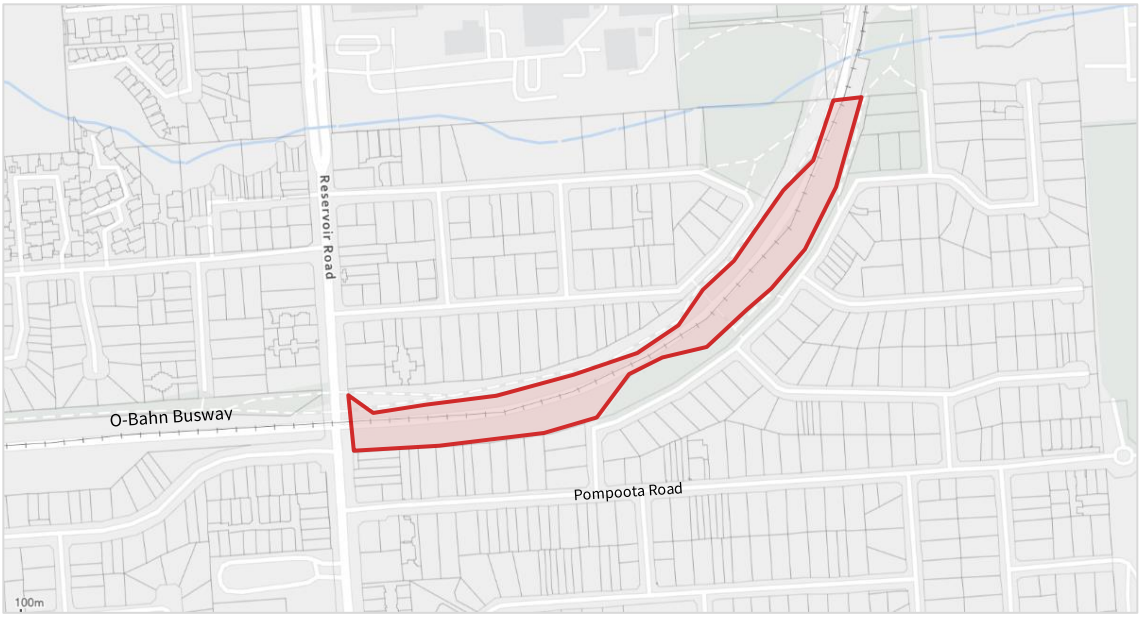


Figure 5: CoH land the subject of shared used path Licence Agreement 3

3. FINANCIAL

One of the clauses in the Head Agreement requires each party to bear its own costs with respect of the preparation, negotiation and execution of the Head Agreement and the Licence Agreements. Costs to Council thus far include staff time and engagement of solicitors to review the agreements. The cost to execute the agreements will be minimal. All costs can be accommodated with the current budget.

If the agreements are executed, ongoing maintenance and renewal of assets has been factored into future financial planning as is the current practice.

If the agreements are not executed, there will be significant costs involved in removing assets from CoH land, including two pedestrian access paths under the O-Bahn, and rerouting the path if at all possible.

Council currently maintains all of these paths except one as if they were already Council's responsibility so there will be no operational additional costs to Council.

The one exception is the path identified in Agreement 1 which is in Attachment 2. This path runs between the O-Bahn track and the new ECH building adjacent to Smart Road, Modbury. Arguably this path has been poorly maintained for many years with both parties (Council and DIT) expecting the other to maintain it. This agreement will clarify that it is Council responsibility and it will be maintained in a condition similar to other paths in the Modbury Precinct. The budget impact of this will be immaterial given the vast path network that Council is already responsible for.

4. STRATEGIC OBJECTIVES

Strategic Plan

The following strategic objectives in Council's Strategic Plan 2025 are the most relevant to this report:

Objective	Comments
Community	
People feel a sense of belonging, inclusion and connection with the City and the community	Public access to the Commission's land via the existing shared use paths will provide important links for the community.
Environment	
We are resilient to climate change and equipped to manage the impact of extreme weather events	Council's maintenance of the land will provide community members with an alternative transport option to cars and an opportunity for Council to vegetate the land.
Economy	
Modbury Precinct is revitalised as the city's key activity	Several of the subject shared used paths are located in the Modbury Precinct.
Places	
Streets, paths, open spaces and parks are appealing, safe and accessible	Shared use paths provide important connections for people of all ages and mobility ranges
Neighbourhoods are easy to move around and are well connected with pedestrian and cycle paths that offer an alternative to cars	Shared use paths enable walking and cycling to be a legitimate alternative to cars for short trips within the community
Leadership	
Planning considers current and future community needs	By entering into these agreements Council will ensure the pedestrian and cycling networks remain accessible now and into the future.

Organisation Plan

Our Strategic Plan is supported by an Organisation Plan which focuses on four key themes of organisational excellence. The themes most relevant to this report are: Customer Care; Future Capability and Sustainable Operations.

Community Land Management Plans

Community Land Management Plans are not applicable because the subject portions of land are not owned by Council.

Policies / Strategies

Modbury Precinct Activation Policy
Several sections of shared used paths the subject of this report are located in the Modbury Precinct. Two of the guiding principles in this policy that are relevant to this report are Connection and Safety.

Leases and Licences for Sporting and Community Organisations Policy
Although not directly relevant given this policy relates to leases and licences over Council land, the terms and licence fees proposed by the CoH is on par with what Council would expect if a state department sought a licence over Council's land.

5. LEGAL

Council currently does not have legal access to the subject portions of land owned by the Commissioner of Highways, notwithstanding the fact Council has installed paths, landscaping, lighting and signage on the land. The Head Agreement and Licence Agreements are intended to rectify this matter, providing legal access for Council and the community and consistency in the condition and ongoing maintenance of the path network.

By entering into the Agreement the Commissioner also confirms that ownership of the pathway, landscaping, lighting and signage on the Site (including any improvements, erections and fixtures thereto constructed by or for the Licensee) will remain vested in Council.

The longest term the DIT can offer is nine (9) years, as this has already been approved by the Minister. Under the *Premier and Cabinet Circular 114 (PC114)*, granting of a lease or licence exceeding ten years is considered as 'disposal' of the land. The Licence Agreements offer Council with a nine (9) year term, with an option to renew at the end of each term.

Each agreement has been reviewed by Council's solicitors and the terms and conditions are considered fair and reasonable, and what would typically be expected from agreements of this nature.

6. RISK – IDENTIFICATION AND MITIGATION

Council currently does not have legal access to use and maintain the paths for the purposes of pedestrian and bicycle traffic, landscaping and public amenity. The risk of not rectifying the matter via the recommended agreements is that Council will have to remove all assets from CoH land, and Council's pedestrian and bicycle networks will be severely compromised at great cost and inconvenience to the community.

There is also a potential risk that any incident on the land portions involving a compromise to community safety may not be adequately covered from an insurance risk perspective unless formal access is recognised.

There is a risk that the CoH may terminate the Head Agreement at some point in the future, however this will only occur in the following circumstances:

1. Council breaches the agreement and does not rectify the breach within 21 days of being notified
2. Council breaches the agreement more than three times in a calendar year
3. Council is declared a "defaulting council" under the *Local Government Act 1999*
4. The CoH requires the land for other road purposes.

7. ACCESS AND INCLUSION

The licences provide Council and the community legal rights to use the shared use paths. This works towards supporting Council's ongoing commitment to provide inclusive and equitable access to infrastructure and facilities for people living with disabilities, their families and carers, as the paths are designed to cater for people with various physical capabilities.

8. SOCIAL AND COMMUNITY IMPACT

If Council agrees to enter into the recommended agreements with the Commissioner of Highways, there will be no impact on the community as the status quo remains on the ground as currently constructed.

If an agreement cannot be reached, and Council had no legal right to access and maintain the paths on the Commissioner's land, then the community may experience a deterioration of pedestrian linkages and general public amenity, or if the Commission so chooses, a complete loss of access to the subject portions of land.

9. ENVIRONMENTAL

Shared use paths enable walking and cycling to be a legitimate alternative to cars for short trips within the community, and the lighting provided assists with improving safety and legibility at night. Council's access to and ongoing maintenance of the land will provide an opportunity for Council to vegetate the land.

10. ASSETS

The City of Tea Tree Gully constructed each shared use path, along with associated infrastructure some time ago. All assets are currently listed on Council's asset register and some of which are maintained as if they were located on Council land. Maintenance will be Council's responsibility for the life of the licences.

11. PEOPLE AND WORK PLANS

The work associated with negotiating and preparing the recommended agreements has been carried out within existing staff work plans. As the shared use paths already exist and Council staff currently maintain most of the path and associated amenities, there will be no additional resourcing required as a result of the execution of these agreements and additional areas to be maintained are negligible.

12. COMMUNITY AND STAKEHOLDER ENGAGEMENT

There is no statutory or policy requirement to consult or engage with the community given the land parcels in question are owned by the Commissioner of Highways.

13. COMMUNICATIONS OF COUNCIL DECISION

Council's decision will be communicated via email to a representative from the Department of Infrastructure and Transport, acting on behalf of the Commissioner of Highways.

14. INTERNAL REPORT CONSULTATION

The following staff have been included in the consultation process in the preparation of this Report.

Name	Position	Consulted about
Deana Taglierini	Governance Advisor	Recommendation and Purpose
Rhyss Cook	Strategic Assets Coordinator	Asset management

Attachments

1. ⇩ Final Head Agreement - Commissioner of Highways and City of Tea Tree Gully - Shared Use Paths - 23 June 2021 18
2. ⇩ Final Licence Agreement 1 - For Shared Use Path on COH land at Meadowvale Reserve, Smart Road Modbury - 23 June 2021 41
3. ⇩ Final Licence Agreement 2 - For Shared Use Path on COH land at Solandra Reserve, Modbury North - 23 June 2021 45
4. ⇩ Final Licence Agreement 3 - For Shared Use Path on COH land - portions of O-Bahn Reserve, Grand Juntion Road, Reservior Road, Hope Valley - 8 July 2021 49

Report Authorisers

Cherie Gill Senior Strategy Planner	8397 7357
Victoria Masterman Team Leader Planning Strategy	8397 7300
Ingrid Wilkshire Manager City Strategy	8397 7292
John Moyle Chief Executive Officer	8397 7201

HEAD AGREEMENT

FOR PUBLIC USE OF PATHWAYS

BETWEEN

COMMISSIONER OF HIGHWAYS

-AND-

CITY OF TEA TREE GULLY

Government of South Australia

CROWN SOLICITOR
(within the Department for Infrastructure and Transport)
10 Franklin Street, Adelaide SA 5000

TABLE OF CONTENTS

1. DEFINITIONS 1
2. INTERPRETATION 2
3. FORMAL CONSIDERATION 2
4. TERM OF HEAD AGREEMENT 3
5. TERMINATION OF HEAD AGREEMENT 3
6. EFFECT OF TERMINATION OF HEAD AGREEMENT 4
7. ADMINISTRATION 4
8. FORMATION OF A LICENCE AGREEMENT 4
9. GENERAL 5
10. TERM OF LICENCE AGREEMENT 5
11. LICENCE 5
12. LICENCE FEE 6
13. OUTGOINGS 6
14. GST 6
15. CONTAMINATION AND ENVIRONMENTAL ISSUES 6
16. TRAFFIC 8
17. SPECIAL CONDITIONS 8
18. PERMITTED USE 8
19. MAINTENANCE 8
20. LITTER 9
21. CONTROL OF ANIMAL AND PLANT PESTS 9
22. NOTICE OF HAZARDS 9
23. STATUTORY COMPLIANCE 9
24. ALTERATIONS OR ADDITIONS 9
25. NO ASSIGNMENT 10
26. TERMINATION OF LICENCE AGREEMENT 10
27. EFFECT OF TERMINATION OF LICENCE AGREEMENT 11
28. OBLIGATIONS AT THE END OF THE TERM 11
29. COMMISSIONER'S INSPECTION 11
30. NO WARRANTY 12
31. RELEASE 12
32. INDEMNITY 12
33. INSURANCE 12
34. DAMAGE OR DESTRUCTION 13
35. QUIET ENJOYMENT 13
36. GENERAL 14
37. NOTICES 15
38. COSTS 16

SCHEDULE 1 HEAD AGREEMENT DETAILS

SCHEDULE 2 LICENCE AGREEMENT MEMORANDUM

AGREEMENT dated day of 20..

PARTIES:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF TEA TREE GULLY of Civic Centre, 571 Montague Road, Modbury (**Licensee**).

BACKGROUND:

A. This Head Agreement contemplates that the Commissioner and the Licensee enter into one or more Licence Agreements in respect of land, for which the Commissioner is the registered proprietor and the Licensee wishes to enter upon and use.

B. This Head Agreement will provide a framework and pre-agreed terms and conditions for the establishment of such Licence Agreements.

IT IS AGREED:

PART 1 – PRELIMINARY

1. **DEFINITIONS**

In this Head Agreement unless the context otherwise requires:

1.1 **Commencement Date** means the commencement date set out in the Licence Agreement Memorandum;

1.2 **Common Areas** means those areas of the Land (if any) provided from time to time for common use by all tenants and occupiers of the Land including paths, driveways, car parking areas, restrooms and any other facility designated as a common area by the Commissioner;

1.3 **Expiry Date** means the expiry date set out in the Licence Agreement Memorandum;

1.4 **Head Agreement** means this agreement and includes all schedules and annexures (if any);

1.5 **Land** means the land described in the Licence Agreement Memorandum, for which the Commissioner is the registered proprietor;

1.6 **Licence Agreement** means a licence agreement formed in accordance with clause 8 of this Head Agreement;

1.7 **Licence Agreement Memorandum** means a licence agreement memorandum in the form set out in Schedule 2 of this Head Agreement;

1.8 **Licence Agreement Term** means the term of the Licence Agreement determined under clause 10;

1.9 **Licence Fee** means the licence fee specified in the Licence Agreement Memorandum;

1.10 **Licensee's Representative** means the person so identified in Item 3 of Schedule 1 to this Head Agreement;

1.11 **Commissioner's Representative** means the person so identified in Item 3 of Schedule 1 to this Head Agreement;

1.12 **Party** means either the Commissioner or the Licensee;

1.13 **Pathway** means the path on the Site constructed by both the Commissioner and the Licensee and owned by the Licensee to be used by members of the public for pedestrian and bicycle traffic;

1.14 **Permitted Use** means the permitted use set out in the Licence Agreement Memorandum;

1.15 **Representative** means the relevant Party's Representative specified in Schedule 1 of this Head Agreement or such other person nominated as the Party's Representative by written notice to the other Party from time to time;

1.16 **Site** means the site, being all or a portion of the Land, set out in the Licence Agreement Memorandum, and includes the Pathway; and

1.17 **Start Date** mean date set out in Item 1 of Schedule 1 to this Head Agreement.

2. INTERPRETATION

In this Head Agreement (and any Licence Agreement) unless a contrary intention is evident:

2.1 any word importing the plural includes the singular and vice versa;

2.2 any word importing a gender includes all other genders,

2.3 a reference to a body corporate includes a natural person and vice versa;

2.4 a reference to the background, a party, clause, schedule or annexure is a reference to the background, a party, clause, schedule or annexure of this Head Agreement;

2.5 the headings and clause numbers are inserted only as a matter of convenience and in no way affect the construction of this Head Agreement (or any Licence Agreement); and

2.6 nothing in this Head Agreement (or any Licence Agreement) is to be interpreted against a party solely on the basis the party put forward this Head Agreement (or the Licence Agreement) or any part of it.

3. FORMAL CONSIDERATION

In consideration of the Commissioner undertaking obligations under this Agreement, the Licensee must pay the consideration of one dollar ($1.00) on demand by the Commissioner.

PART 2 - HEAD AGREEMENT TERM, TERMINATION AND ADMINISTRATION

4. TERM OF HEAD AGREEMENT

This Head Agreement shall commence on the Start Date and, subject to any earlier termination of this Head Agreement in accordance with its terms or by operation of law, remains in operation unless and until the Commissioner and the Licensee either:

4.1 enter into a new head agreement which is expressed to replace this Head Agreement; or

4.2 this Head Agreement is terminated by the Commissioner or the Licensee in accordance with clause 5; or

4.3 this Head Agreement is otherwise terminated by mutual consent, (whichever first occurs).

5. TERMINATION OF HEAD AGREEMENT

Termination by the Commissioner

5.1 The Commissioner may terminate this Head Agreement by notice in writing served on the Licensee if:

5.1.1 the Licensee commits a material breach of this Head Agreement or any Licence Agreement and has not rectified such material breach within twenty-one (21) days (or such longer period as is reasonable having regard to the nature of the breach) of the Commissioner giving notice in writing to the Licensee requiring the rectification of such breach; or

5.1.2 the Licensee commits or permits during a calendar year three (3) or more breaches of an obligation imposed on the Licensee for which the Commissioner has previously given notice of such breaches in writing during the calendar year, even if the previous breaches by the Licensee have been rectified; or

5.1.3 the Licensee is declared a "defaulting council" pursuant to the *Local Government Act 1999* and any of the events specified in section 9(b), (d), (f), (g), (i) or (j) of the *Local Government Act 1999* occur in respect of the Licensee.

5.2 If the Commissioner determines in his absolute discretion that all of the Sites are required by the Commissioner for road purposes (or any other statutory function) under the *Highways Act 1926* (SA), the Commissioner may terminate this Head Agreement at any time by giving at least three (3) months written notice to the Licensee.

Termination by the Licensee

5.3 The Licensee may terminate this Head Agreement at any time by giving at least three (3) months written notice to the Commissioner if the Licensee determines (in its absolute discretion) that it no longer wishes to use or make available any Site as a Pathway.

5.4 If this Head Agreement is terminated pursuant to clause 5.3, unless otherwise agreed by the Commissioner, the Licensee must forthwith remove at its cost and expense in all things the Pathway, lighting, signage as well as all of the

improvements on all Sites constructed or installed by or for the Licensee and upon such removal do no damage to any Site or any Land.

6. **EFFECT OF TERMINATION OF HEAD AGREEMENT**

6.1 The Licensee acknowledges and agrees as follows:

6.1.1 if this Head Agreement is terminated, the Licence Agreement (and if more than one, each separate Licence Agreement) will automatically terminate; and

6.1.2 unless the Commissioner expressly terminates this Head Agreement, the termination of a Licence Agreement does not affect the continuation of this Head Agreement or any other Licence Agreement.

6.2 Termination of this Head Agreement or any Licence Agreement by the Commissioner is without prejudice to any rights, remedies or actions that the Commissioner may have or has against the Licensee which have arisen prior to the date of termination.

7. **ADMINISTRATION**

7.1 The Commissioner's Representative and the Licensee's Representative each has authority to:

7.1.1 exercise all of the powers and functions of his or her Party under this Head Agreement or the Licence Agreement (as the case may be), other than the power to amend this Head Agreement or the Licence Agreement; and

7.1.2 bind his or her Party in relation to any matter arising out of or in connection with this Head Agreement or the Licence Agreement (as the case may be).

7.2 Either Party may change their Representative by giving written notice to the other.

PART 3 – LICENCE AGREEMENT FORMATION

8. **FORMATION OF A LICENCE AGREEMENT**

8.1 The parties acknowledge and agree that this Head Agreement does not impose any obligation on the Commissioner or constitute any guarantee on the Commissioner's part that it will grant the Licensee a licence at any time.

8.2 If and when the Licensee seeks access to and use of the Site, the Licensee must notify the Commissioner and if the Commissioner is willing and able to grant the non-exclusive licence, the parties may enter into a Licence Agreement for the grant of the licence.

8.3 A Licence Agreement is formed when the Commissioner and the Licensee have signed a Licence Agreement Memorandum.

8.4 The terms and conditions of a Licence Agreement between the Commissioner and the Licensee comprise of:

8.4.1 the terms and conditions set out in Part 4 of this Head Agreement;

8.4.2 the terms and conditions set out in Parts 1 and 5 of this Head Agreement;

8.4.3 the Licence Agreement Memorandum;

8.4.4 any schedules, annexures or attachments to the Licence Agreement Memorandum,

which in the event of any inconsistency have priority in that order.

PART 4 – LICENCE AGREEMENT CONDITIONS

9. **GENERAL**

The terms and conditions set out in this Part 4:

9.1 apply to each Licence Agreement formed under this Head Agreement;

9.2 have no application unless and until a Licence Agreement is formed under this Head Agreement; and

9.3 are to be interpreted with reference to the details set out in the applicable Licence Agreement Memorandum.

10. **TERM OF LICENCE AGREEMENT**

10.1 The Licence Agreement shall commence on the Commencement Date and subject to any earlier termination of the Licence Agreement in accordance with its terms or by operation of law, shall expire on the Expiry Date (unless the Licence Agreement is extended in accordance with clause 10.2).

10.2 If the Licensee continues to use the Site with the consent of the Commissioner after the expiry of the Licence Agreement Term then:

10.2.1 the Licensee will use the Site under a quarterly licence (i.e. 3-monthly);

10.2.2 either party may terminate the quarterly licence on three (3) calendar months' notice in writing to the other party; and

10.2.3 the quarterly licence will be at a quarterly licence fee equivalent to the quarterly proportion of the Licence Fee payable and otherwise on the same terms and conditions as the Licence Agreement (so far as applicable).

10.3 If the Licensee terminates the Licence Agreement pursuant to subclause 10.2.2, then unless otherwise agreed by the Commissioner, the Licensee must forthwith remove at its cost and expense in all things the Pathway, lighting, signage as well as all of the improvements on all Sites constructed or installed by or for the Licensee and upon such removal do no damage to any Site or any Land.

11. **LICENCE**

11.1 The Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the Licence Agreement Term on the terms and conditions of the Licence Agreement.

11.2 The Commissioner grants to the Licensee a licence in common with the Commissioner and any other tenant, occupier or user of the Land from time to time to use the Common Areas for the purposes such Common Areas are designated.

11.3 The rights granted by the Commissioner to the Licensee under the Licence Agreement are contractual only and do not create or confer on the Licensee any tenancy, estate or interest in the Site.

12. **LICENCE FEE**

The Licensee must pay to the Commissioner the Licence Fee at the times set out in the applicable Licence Agreement Memorandum.

13. **OUTGOINGS**

13.1 If the Site becomes separately rateable from the Land the Licensee must pay:

13.1.1 charges for water in relation to the Site;

13.1.2 licence fees, rates and other charges imposed on the Site or on the Licensee in relation to the occupancy of the Site by the Licensee or conduct of business from the Site by the Licensee.

13.2 The Licensee must pay any electricity charges against the Licensee which arise as a consequence of its own assets or usage if electricity is supplied to the Site.

13.3 The Licensee must pay an amount payable under this clause directly to the body making the charge unless the Commissioner requires payment to itself.

13.4 If the Licensee fails to pay outstanding charges as and when those charges fall due then the Commissioner may pay any of the outstanding amounts which have not been paid by the Licensee when due. Any such sum or sums paid by the Commissioner may be recovered from the Licensee under law.

14. **GST**

14.1 The parties agree that the Licence Fee and any other amounts payable under this Head Agreement or the Licence Agreement are exclusive of GST.

14.2 If any supply under the Licence Agreement by the Commissioner is a taxable supply, then the Commissioner will supply to the Licensee a tax invoice in respect of that supply.

15. **CONTAMINATION AND ENVIRONMENTAL ISSUES**

15.1 The Licensee must:

15.1.1 not allow nor bring any substance or compound nor do anything that may in any way cause or contribute to any pollution or Contamination or Environmental Harm to the Site and/or the Land without the prior written consent of Commissioner (which may be given or withheld by the Commissioner at its absolute discretion);

15.1.2 immediately notify the Commissioner of any act or omission by the Licensee or of which the Licensee becomes aware that has caused or

has a reasonable prospect of causing any pollution or Contamination or Environmental Harm to the Site and/or the Land;

15.1.3 on receiving a written direction from the Commissioner that lists its reasons or reasonable opinion, the Licensee must cease any activity on the Site and/or the Land that may tend to cause or is causing or has caused any pollution or Contamination or Environmental Harm; and

15.1.4 if required by the Commissioner in writing, at the Licensee's expense remove from the Site any and all substances and compounds which were allowed or bought onto the Site by the Licensee which are causing exacerbating or contributing to any pollution or Contamination or Environmental Harm to the Site and/or the Land and restore the Site and/or the Land to the condition it was in on the date on which the Licensee commenced occupation of the Site.

15.2 The Licensee acknowledges that the Commissioner makes no representation or warranty about the state, condition or suitability of the Site and/or the Land including whether there may be any Existing Contamination. In the event there is Existing Contamination, the Licensee must not do anything that adds to or exacerbates the Existing Contamination and, if required by the Commissioner in writing, the Licensee must cease such activity that has added or exacerbated the Existing Contamination.

15.3 The terms used in this clause have the following meanings:

15.3.1 **Environmental Harm** has the same meaning as in the *Environment Protection Act 1993* (SA) and includes but is not limited to harm or potential harm or risk of harm or future harm to the environment regardless of its severity and duration and includes:

(a) an environmental nuisance whether or not such nuisance is of a high impact or on a wide scale;

(b) any environmental harm declared at law or is caused by pollution howsoever caused whether directly or indirectly or results from pollution alone or from the combined effects of pollution and other factors;

(c) actual or potential harm to the health or safety of persons;

(d) actual or potential environmental harm; or

(e) any environmental harm that results in:

(i) any actual or potential loss (including such reasonable costs and expenses incurred in taking all reasonable and preventable measures to prevent or mitigate any environmental harm or to make good any environmental damage); or

(ii) property damage;

15.3.2 **Existing Contamination** means the Contamination, if any, that is existing on the Site as at the commencement of the Licence Agreement or such earlier occupation and use of the Site by the Licensee; and

15.3.3 **Site Contamination** has the same meaning as in the *Environment Protection Act 1993* (SA) and includes but is not limited to any

chemical substance present on or below the surface of the Land, contamination of the groundwater beneath the Land or on land adjacent or nearby to the Land where such contamination emanates from the Land and **Contamination** has a corresponding meaning.

16. **TRAFFIC**

The Licensee must ensure that in the course of undertaking the Permitted Use vehicular traffic on or adjacent to the Land is not restricted in any way and must ensure that to the extent of the Licensee's control over the same free passage is provided over, across and along such areas at all times, unless otherwise approved in writing by the Commissioner.

17. **SPECIAL CONDITIONS**

17.1 The Licensee acknowledges and agrees that the special conditions set out in the Licence Agreement Memorandum apply to the Licence Agreement and the Licensee must comply with these special conditions.

17.2 In the case of any inconsistency between the special conditions set out in the Licence Agreement Memorandum and these terms, the special conditions will prevail to the extent of such inconsistency.

18. **PERMITTED USE**

18.1 The Licensee must only use or permit the Site to be used for the Permitted Use unless the Licensee obtains the prior written consent of the Commissioner to use the Site for any other purpose.

18.2 The Licensee must at its expense obtain and maintain all necessary approvals and consents required for use of the Site by the Licensee.

18.3 Notwithstanding any other provisions of the Licence Agreement, the Commissioner may restrict the use of the Site where such use will in the Commissioner's opinion cause damage to the Site or will prejudice, cause nuisance to or obstruct other users of the Land.

18.4 The Licensee must not use the Site as business premises:

18.4.1 at which goods are sold to the public by retail; or

18.4.2 at which services are provided to the public or to which the public is invited to negotiate for the supply of services.

19. **MAINTENANCE**

19.1 The Licensee must at its expense maintain, repair and keep the Site and any fixtures, fittings or other property in good and substantial repair and condition.

19.2 The Licensee must at its expense repair, renew, replace, maintain and keep:

19.2.1 the Pathway;

19.2.2 the lighting on the Site;

19.2.3 the signage on the Site; and

19.2.4 the landscaping and any improvements on the Site,

in good and reasonable repair and condition that is fit for the Permitted Use.

19.3 The Licensee must at its expense promptly make good any damage caused to the Site (except any damage caused by the Commissioner or Commissioner's agents or contractors).

19.4 The Licensee must at its expense maintain and prune landscaping on the Site so as to ensure safe use of the Pathway by members of the public.

19.5 The parties acknowledge and agree that ownership of the Pathway, landscaping, lighting and signage on the Site (including any improvements, erections and fixtures thereto constructed by or for the Licensee) will remain vested in the Licensee during the Licence Agreement Term.

20. LITTER

20.1 The Licensee must take reasonable steps to ensure that:

20.1.1 litter and hard waste does not accumulate on the Site; and

20.1.2 the Licensee removes at its cost litter and hard waste dumped on the Site.

21. CONTROL OF ANIMAL AND PLANT PESTS

The Licensee must, as is reasonably practical, control all animal and plant pests as required by the relevant authorities pursuant to the *Native Vegetation Act 1991* (SA) and the *Natural Resources Management Act 2004* (SA).

22. NOTICE OF HAZARDS

The Licensee must give to the Commissioner notice immediately on becoming aware of any circumstances, including any accident to or defect or lack of repair in any fixture, fitting or other item on the Site which the Commissioner should reasonably be aware of that might cause any danger, risk or hazard to or on the Site or any person on the Site.

23. STATUTORY COMPLIANCE

The Licensee must at all times during the Licence Agreement Term perform, observe and comply with the requirements of all laws, statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to any Licence Agreement, to the Licensee's activities on the Site or to the use of the Site by the Licensee.

24. ALTERATIONS OR ADDITIONS

24.1 The Licensee must not erect, make or effect any alteration or addition in or to the Site or any part of it without the prior written consent of the Commissioner (which consent may be given or withheld in the Commissioner's absolute discretion) and, if consent is given, may be subject to such conditions as may be required by the Commissioner.

24.2 Any alteration, addition or installation made by the Licensee will remain the property of the Licensee who is responsible at its cost for the:

24.2.1 maintenance and repair and, in the case of any plant or equipment, for the repair and running costs; and

24.2.2 removal of the alteration, addition or installation at the expiration or earlier termination of the Licence Agreement.

24.3 The Licensee must carry out additions:

24.3.1 in a proper and workmanlike manner;

24.3.2 using materials of an appropriate standard;

24.3.3 in accordance with any direction given by the Commissioner.

24.4 The Licensee must take all necessary steps to ensure that the construction of any new additions shall be undertaken in such manner so as to not unreasonably interfere with any of the Commissioner's assets on the Site.

25. **NO ASSIGNMENT**

The rights and obligations on the Licensee under this Head Agreement and any Licence Agreement are personal to the Licensee and the Licensee must not assign, transfer, sub-contract or otherwise part with possession of any Site without the prior written consent of the Commissioner (which consent may be given or withheld at the Commissioner's absolute discretion).

26. **TERMINATION OF LICENCE AGREEMENT**

Termination by the Commissioner

26.1 The Commissioner may terminate a Licence Agreement by notice in writing served on the Licensee if:

26.1.1 the Licensee commits a material breach of the Licence Agreement and has not rectified such breach within twenty one (21) days (or such longer period as is reasonable having regard to the nature of the breach) of the Commissioner giving notice in writing to the Licensee requiring the rectification of such breach; or

26.1.2 the Licensee commits or permits during a calendar year three (3) or more breaches of an obligation imposed on the Licensee for which the Commissioner has previously given notice of such breaches in writing during the calendar year, even if the previous breaches by the Licensee have been rectified; or

26.1.3 the Licensee is declared a "defaulting council" pursuant to the *Local Government Act 1999* and any of the events specified in section 9(b), (d), (f), (g), (i) or (j) of the *Local Government Act 1999* occur in respect of the Licensee.

26.2 If the Commissioner determines in his absolute discretion that a Site or any portion of a Site is required by the Commissioner for road purposes (or any other statutory function) under the *Highways Act 1926* (SA), the Commissioner may terminate the Licence Agreement at any time by giving at least three (3) months written notice to the Licensee.

Termination by the Licensee

26.3 The Licensee may terminate the Licence Agreement at any time by giving at least three (3) months written notice to the Commissioner if the Licensee

determines (in its absolute discretion) that it no longer wishes to use or make available the Site as a Pathway.

26.4 If the Licence Agreement is terminated pursuant to clause 26.3, unless otherwise agreed by the Commissioner, the Licensee must forthwith remove at its cost and expense in all things the Pathway, landscaping, lighting, signage as well as all of the improvements on all Sites constructed or installed by or for the Licensee and upon such removal do no damage to any Site or any Land.

27. EFFECT OF TERMINATION OF LICENCE AGREEMENT

27.1 The Licensee acknowledges and agrees as follows:

27.1.1 if the Head Agreement is terminated, the Licence Agreement will automatically terminate; and

27.1.2 unless the Commissioner expressly terminates this Head Agreement, the termination of a Licence Agreement does not affect the continuation of this Head Agreement or any other Licence Agreement.

27.2 Termination of the Licence Agreement by the Commissioner is without prejudice to any rights, remedies or actions that the Commissioner may have or has against the Licensee which have arisen prior to the date of termination.

28. OBLIGATIONS AT THE END OF THE TERM

28.1 On the earlier termination of the Licence Agreement by the Commissioner, or where consent is not granted by the Commissioner pursuant to clause 10.2, the Licensee must at its expense vacate the Site within the timeframe specified by the Commissioner acting reasonably and deliver up possession of the Land consistent with the Licensee's obligations contained in the Licence Agreement.

28.2 If the Licensee does not continue to use the Site after the Expiry Date or if the Licensee terminates the Licence Agreement early pursuant to clauses 10.2.2 or 26.3, the Licensee must at its expense vacate the Site within the timeframe specified by the Commissioner acting reasonably and deliver up possession of the Land consistent with the Licensee's obligations pursuant to clauses 10.3 and 26.4 in the Licence Agreement.

28.3 If the Licensee fails to comply with its obligations under this clause 28, the Commissioner may carry out such repairs or undertake other obligations of the Licensee at the Licensee's expense and the Commissioner may recover all reasonable expenses incurred from the Licensee as a debt due.

29. COMMISSIONER'S INSPECTION

29.1 The Licensee acknowledges that the Commissioner and any officer, employee agent or contractor of the Commissioner may enter on the Land at all reasonable times to examine the condition of the Site.

29.2 The Commissioner may require the Licensee by notice in writing to undertake repairs to the Site or such other actions to ensure compliance with the obligations on the Licensee contained in the Licence Agreement and the Licensee must comply with such notice issued pursuant to this clause 29

within the time specified in the notice (which period of time must be reasonable having regard to the nature of the actions required).

29.3 If the Licensee fails to comply with its obligations under this clause 29, the Commissioner may carry out such repairs or undertake other obligations of the Licensee and the Commissioner may recover all reasonable costs and expenses incurred from the Licensee as a debt due.

30. **NO WARRANTY**

The Licensee acknowledges that the Commissioner does not expressly or impliedly provide any warranty:

30.1 the Site is now or will remain suitable or adequate for all or any of the purposes of the Licensee; or

30.2 in relation to any past use of the Site or the presence or otherwise of any contaminants or pollutants, toxic, noxious or dangerous substance in, on or under the Site.

31. **RELEASE**

The Licensee will occupy and use the Site at its own risk and the Licensee releases to the full extent permitted by law the Commissioner, its officers, employees, agents and contractors, in the absence of any default, neglect or omission on their part, from all claims resulting from:

31.1 any accident, injury to persons or loss or damage to property occurring in, on or in the vicinity of the Site (including any loss or damage to any personal property of the Licensee, its workers, contractors, agents or invitees); or

31.2 any defect, contamination or pollution in or on the Site.

32. **INDEMNITY**

The Licensee must indemnify and keep indemnified the Commissioner, its officers, employees, agents and contractors against all claims which the Commissioner incurs in connection with any loss of life, personal injury, loss or damage to property or any other loss whatsoever arising out of:

32.1 any occurrence in, on or about the Site or the use or occupation of the Site by the Licensee, its agents, employees, contractors or invitees;

32.2 the exercise of the rights or obligations of the Licensee, its agents, employees, contractors or invitees; or

32.3 any breach of a Licensee obligation under the Licence Agreement,

except the indemnity by the Licensee will be reduced in proportion to the extent such loss of life, personal injury or loss or damage to property is contributed to by any negligent act default or omission of the Commissioner or its officers, employees, agents or contractors.

33. **INSURANCE**

33.1 The Commissioner warrants that the Commissioner is entitled to the benefits of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive

Insurance Corporation in respect of the operations under the Licence Agreement.

33.2 The Licensee warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to provisions in the *Local Government Act 1999* and in the event that the Licensee ceases to be a member of the Scheme it will immediately take out and maintain insurance to cover its civil liabilities at a minimum level of cover of THREE HUNDRED MILLION DOLLARS ($300,000,000).

34. DAMAGE OR DESTRUCTION

34.1 The Commissioner has no obligation to:

34.1.1 reinstate or restore the Site (including landscaping, lighting, signage and any improvements on the Site) if the Site is damaged or destroyed or otherwise rendered unfit for occupation or use by the Licensee; or

34.1.2 reinstate or restore any part of the Land if access to the Site is compromised by damage to or destruction of any part of the Land.

34.2 If the Site or any part of the Land is damaged or destroyed, the Commissioner may determine acting reasonably whether the Site has been rendered unfit for occupation or use by the Licensee.

34.3 If the Commissioner determines that the Site is unfit for occupation or use by the Licensee, the Commissioner may give notice to the Licensee of its intention to terminate this Licence Agreement (**Notice of Intention**).

34.4 On receipt of a Notice of Intention, the Licensee may give the Commissioner a written notice:

34.4.1 that it intends to repair at its expense in all things the Site to make the site suitable for the Permitted Use; or

34.4.2 that it terminates the Licence Agreement with immediate effect.

34.5 If the Licensee:

34.5.1 does not give the Commissioner a notice pursuant to clause 34.4; or

34.5.2 gives a notice pursuant to clause 34.4.1 but does not make the Site suitable for the Permitted Use within six (6) months of the date of that notice,

then the Commissioner may terminate the Licence Agreement with immediate effect by written notice to the Licensee.

34.6 Any termination of the Licence Agreement pursuant to this clause 34 is without prejudice to any rights, remedies or actions that have arisen prior to the date of termination.

35. QUIET ENJOYMENT

35.1 Subject to the terms of the Licence Agreement, the Licensee may use the Site for the Permitted Use without interference by the Commissioner.

35.2 The Commissioner must not make any alternations or additions to the Site or the Land that would materially interfere with the Permitted Use without first consulting with the Licensee.

PART 5 - GENERAL

36. **GENERAL**

36.1 **Relationship**

The relationship between the parties is only that of independent contractors with the rights, liabilities, duties and obligations set out in the Head Agreement or the Licence Agreement and the parties acknowledge and agree nothing in the Head Agreement or Licence Agreement will be deemed or construed to constitute any party as a partner, joint venturer, employer, employee, principal, agent, trustee (whether express or constructive), beneficiary, fiduciary or representative of the other party.

36.2 **Severance**

If any term or condition of this Head Agreement or the Licence Agreement is for any reason unlawful, void, invalid or unenforceable then the offending term or condition will be severed without affecting the validity or enforceability of the remainder of this Head Agreement or the Licence Agreement (as the case may be).

36.3 **Entire Agreement**

This Head Agreement (including any Licence Agreements formed under it) constitutes the entire agreement of the parties for this subject matter and supersedes any prior agreement, understanding and representation of the parties on the subject matter.

36.4 **Modification**

Any modification of this Head Agreement or Licence Agreement must be in writing and signed by each party.

36.5 **Waiver**

36.5.1 A waiver of any provision of this Head Agreement or Licence Agreement must be in writing and signed by the party or by persons duly authorised to execute such a document on a party's behalf.

36.5.2 No waiver by a party of a breach of a term or condition contained in this Head Agreement or the Licence Agreement will operate as a waiver of another breach of the same or of any other term or condition contained in this Head Agreement or the Licence Agreement.

36.5.3 No forbearance, delay or indulgence by a party in enforcing the provisions of this Head Agreement or the Licence Agreement will prejudice or restrict the rights of that party.

36.6 **Joint and Several**

Where two or more persons comprise the Licensee, this Head Agreement and the Licence Agreement binds them jointly and severally.

36.7 **Governing Law**

The laws in force from time to time in South Australia apply to this Head Agreement and the Licence Agreement and the courts of South Australia have exclusive jurisdiction to determine any proceedings in relation to the Head Agreement and the Licence Agreement.

36.8 **Auditor General**

Nothing in this Head Agreement or the Licence Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

36.9 **Disclosure of Agreement**

36.9.1 The Commissioner may disclose this Head Agreement and the Licence Agreement and/or information in relation to those agreements in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

36.9.2 Nothing in this clause derogates from the parties obligations under any provisions of this Head Agreement or the Licence Agreement or the provisions of the *Freedom of Information Act 1991* (SA).

37. **NOTICES**

37.1 A "**notice**" means:

37.1.1 a notice; or

37.1.2 a consent, approval or other communication required to be in writing under this Head Agreement or the Licence Agreement.

37.2 A notice or other communication is properly given or served if the Party delivers it by hand, posts it or transmits it by electronic mail to the other Party to the address specified in Schedule 1 of this Head Agreement.

37.3 A notice or other communication is taken to be received if:

37.3.1 delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;

37.3.2 sent by pre-paid mail, on the third Business Day after posting;

37.3.3 transmitted by electronic mail:

(a) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and

(b) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

37.4 If the result under clause 37.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

37.5 A Party may from time to time notify of a change to its contact details by written notice to the other Party.

37.6 For the purposes of this clause 37, "Business Day" means Monday to Friday (excluding public holidays under the *Holidays Act 1910* (SA)).

38. **COSTS**

Each party will bear its own costs incurred in respect of the preparation, negotiation and execution of this Head Agreement and any Licence Agreement and the Licensee must pay the stamp duty (if any) in respect of this Head Agreement or any Licence Agreement.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

……..
Signature of Authorised Officer (above)

……
Name (above)

……..
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF TEA TREE GULLY)
was affixed in the presence of:)

……	……
Mayor (sign above)	Chief Executive Officer (sign above)
……	……
Print Name (above)	Print Name (above)

SCHEDULE 1

HEAD AGREEMENT DETAILS

ITEM 1 START DATE

The date of execution of this Head Agreement by the last of the parties.

ITEM 2 NOTICES

Commissioner
Director, Property, Across Government Services
Department for Infrastructure and Transport
PO Box 1533
Adelaide SA 5001
dpti.propertyportfolioassets@sa.gov.au

Licensee
City of Tea Tree Gully
Civic Centre, 571 Montague Rd, Modbury, SA 5092
PO BOX 571, Modbury, SA 5092
Tel: (08) 8397 7444

ITEM 3 REPRESENTATIVES

Commissioner's Representative
Director, Property, Across Government Services
Department for Infrastructure and Transport

Licensee's Representative
Victoria Masterman
Team Leader Planning Strategy
Tel: (08) 8397 7300
Email: Victoria.masterman@cttg.sa.gov.au

SCHEDULE 2

FORM OF LICENCE AGREEMENT MEMORANDUM

BETWEEN:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF TEA TREE GULLY of Civic Centre, 571 Montague Rd, Modbury (**Licensee**).

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated [**insert date of Head Agreement**].

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS

ITEM 1 **LAND**

The whole of the land comprised and described in Certificate of Title Volume [**insert**] Folio [**insert**].

ITEM 2 **SITE**

That portion of the Land being [**insert**] and more particularly [**insert**] on the plan attached to this Licence Agreement Memorandum.

ITEM 3 **PERMITTED USE**

- Installation and maintenance of the Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 **TERM**

Commencement Date: [**insert**]

Expiry Date: [**insert**]

ITEM 5 **LICENCE FEE**

Amount: $1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 6 **SPECIAL CONDITIONS**

As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

……..
Signature of Authorised Officer (above)

……
Name (above)

……..
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF TEA TREE GULLY)
was affixed in the presence of:)

…… ……
Mayor (sign above) Chief Executive Officer (sign above)

…… ……
Print Name (above) Print Name (above)

PLAN

[*insert plan clearly depicting the Site (which specifically includes the Pathway)*]

ANNEXURE A

SPECIAL CONDITIONS

[*insert, if any*]

LICENCE AGREEMENT MEMORANDUM

BETWEEN:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF TEA TREE GULLY of Civic Centre, 571 Montague Road, Modbury (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated [*insert date of Head Agreement*].

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS

ITEM 1 **LAND**

The whole of the land comprised and described in Certificate of Title Volume 6159 Folio 429.

ITEM 2 **SITE**

That portion of the Land being Piece 632 of Deposited Plan 96067 and more particularly delineated as green on the plan attached to this Licence Agreement Memorandum.

ITEM 3 **PERMITTED USE**

- Installation and maintenance of the Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 **TERM**

Commencement Date:

Expiry Date:

ITEM 5 **LICENCE FEE**

Amount: $1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 5 **SPECIAL CONDITIONS**

As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

……..
Signature of Authorised Officer (above)

……
Name (above)

……..
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF TEA TREE GULLY)
was affixed in the presence of:)

…… ……
Mayor (sign above) Chief Executive Officer (sign above)

…… ……
Print Name (above) Print Name (above)

PLAN


Shared User Path (SUP) - City of Tea Tree Gully
Legend
D96067 Q632
SUP over portion of Minister's Land
0 4.25 8.5 17 25.5 34
Metres

ANNEXURE A

SPECIAL CONDITIONS

LICENCE AGREEMENT MEMORANDUM

BETWEEN:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF TEA TREE GULLY of Civic Centre, 571 Montague Road, Modbury (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated [*insert date of Head Agreement*].

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS

ITEM 1 **LAND**

The whole of the land comprised and described in Certificate of Title Volume 53698 Folio 883 and Certificate of Title Volume 5567 Folio 729.

ITEM 2 **SITE**

That portion of the Land being Allotment 202, 236 of Deposited Plan 10319 and more particularly delineated as green on the plan attached to this Licence Agreement Memorandum.

ITEM 3 **PERMITTED USE**

- Installation and maintenance of the Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 **TERM**

Commencement Date:

Expiry Date:

ITEM 5 **LICENCE FEE**

Amount: $1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 5 **SPECIAL CONDITIONS**

As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

……..
Signature of Authorised Officer (above)

……
Name (above)

……..
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF TEA TREE GULLY)
was affixed in the presence of:)

…… ……
Mayor (sign above) Chief Executive Officer (sign above)

…… ……
Print Name (above) Print Name (above)

PLAN


Shared Use Path (SUP) - City of Tea Tree Gully
Legend
D10319 A236
D10319 A202
SUP over Portion of Commissioner's Land
0 5 10 20 30 40
Metres
SOLANDRA WAY
MONTAGUE ROAD

ANNEXURE A

SPECIAL CONDITIONS

LICENCE AGREEMENT MEMORANDUM

BETWEEN:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF TEA TREE GULLY of Civic Centre, 571 Montague Road, Modbury (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated [*insert date of Head Agreement*].

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS

ITEM 1 **LAND**

The whole of the land comprised and described in Certificate of Title Volume 5103 Folio 268 and Certificate of Title Volume 5301 Folio 117 & 115.

ITEM 2 **SITE**

That portion of the Land being Allotment 616 of Deposited Plan 28772, Allotment 627 of Deposited Plan 29605 and Allotment 201 of Deposited Plan 29501 more particularly delineated as green on the plan attached to this Licence Agreement Memorandum.

ITEM 3 **PERMITTED USE**

- Installation and maintenance of the Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 **TERM**

Commencement Date:

Expiry Date:

ITEM 5 **LICENCE FEE**

Amount: $1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 5 **SPECIAL CONDITIONS**

As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

……..
Signature of Authorised Officer (above)

……
Name (above)

……..
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF TEA TREE GULLY)
was affixed in the presence of:)

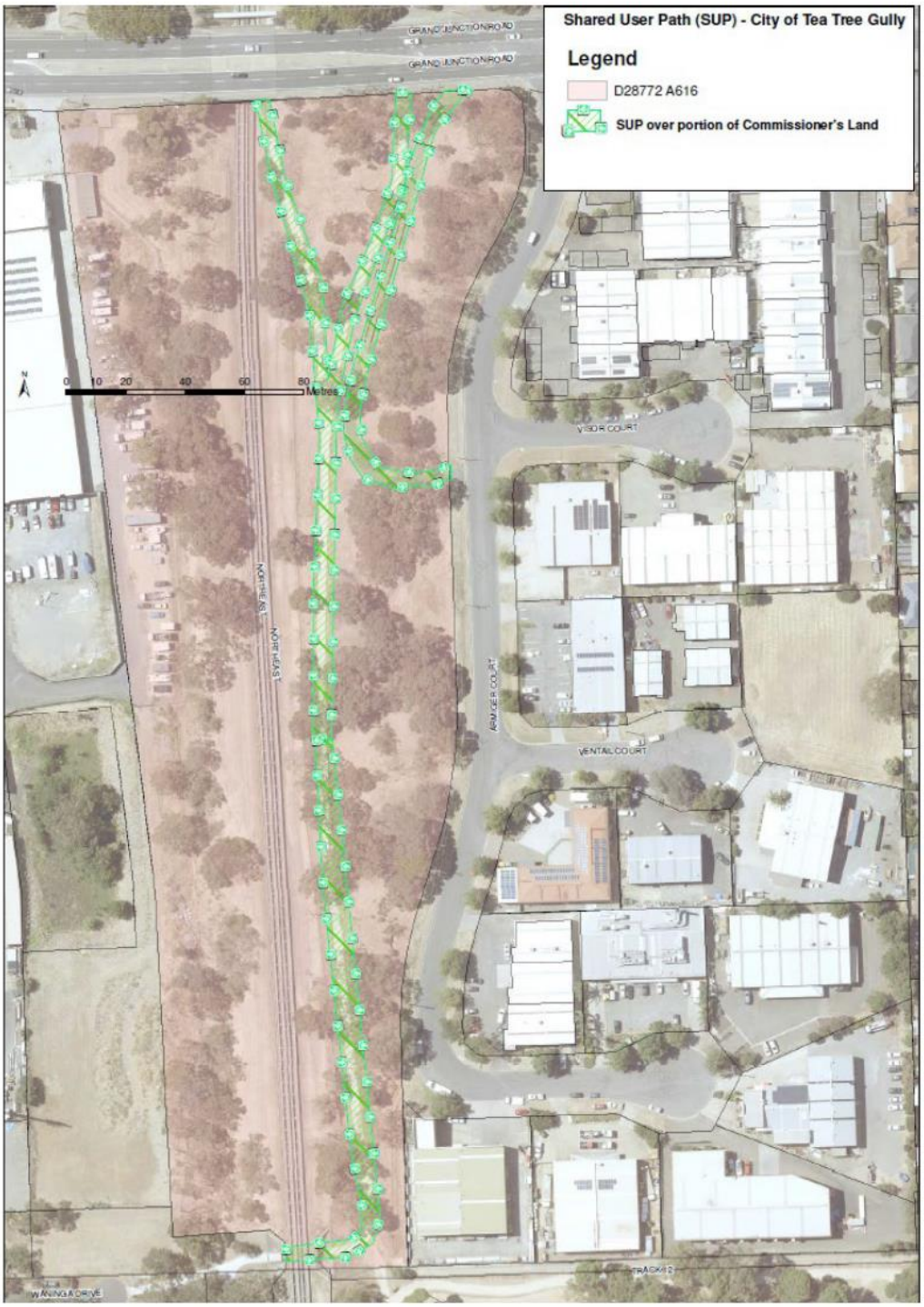
……
Mayor (sign above)

……
Chief Executive Officer (sign above)

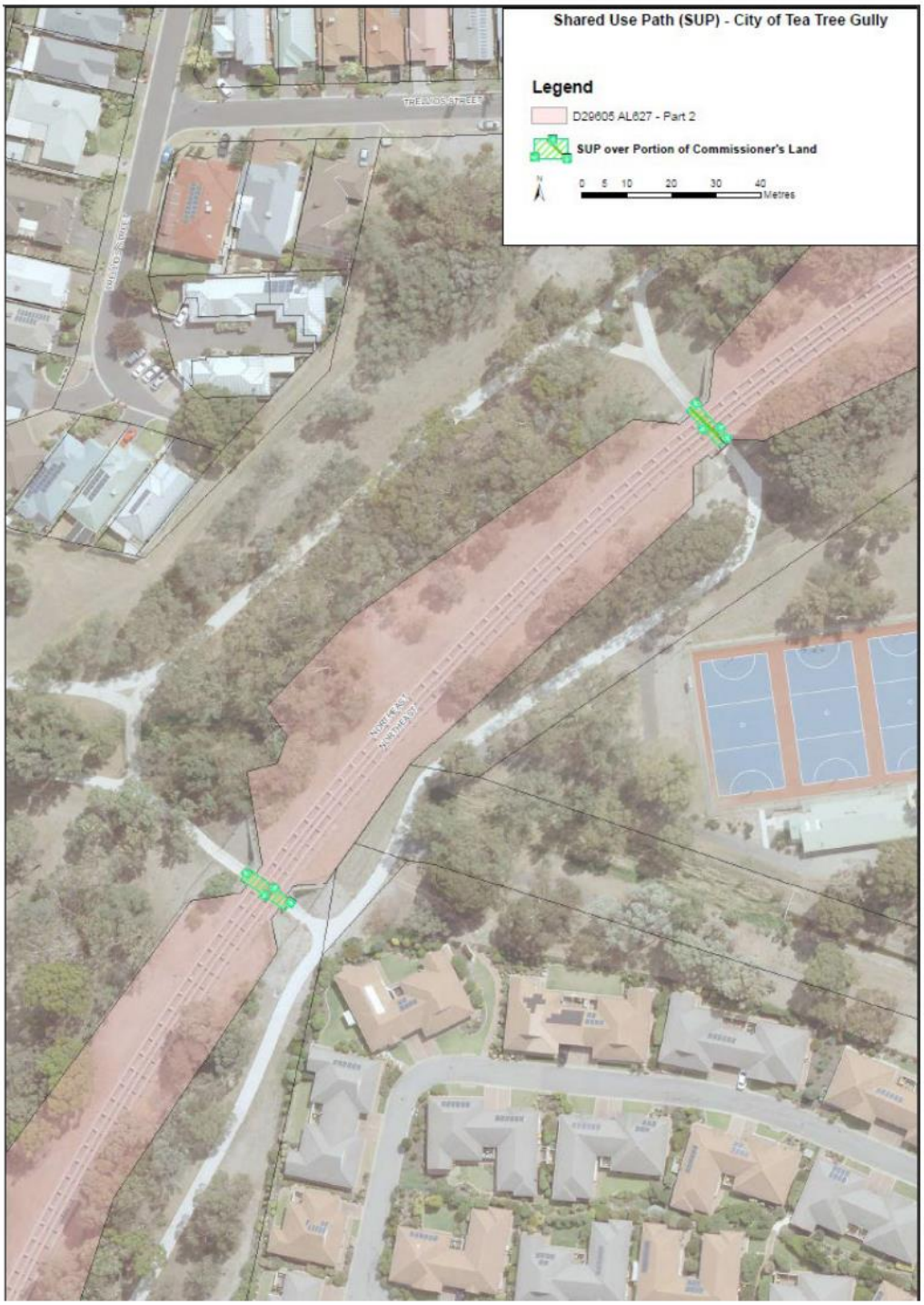
……
Print Name (above)

……
Print Name (above)

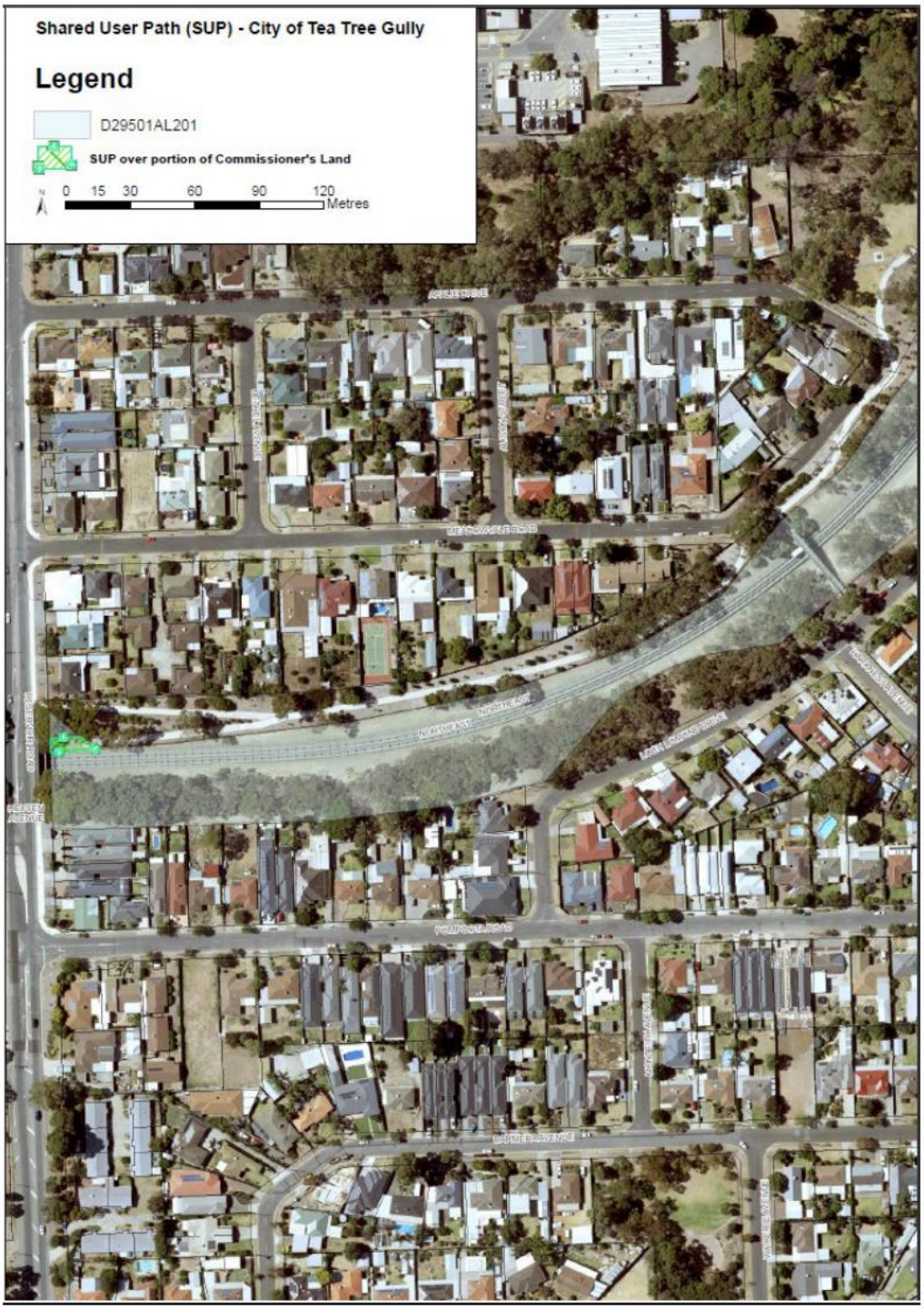
PLAN


Shared User Path (SUP) - City of Tea Tree Gully
Legend
D28772 A616
SUP over portion of Commissioner's Land
GRAND JUNCTION ROAD
GRAND JUNCTION ROAD
0 10 20 40 60 80 Metres
N
NORTHEAST
NORTHEAST
VISOR COURT
ARMOUR COURT
VENTAIL COURT


Shared Use Path (SUP) - City of Tea Tree Gully
Legend
D29605 AL627 - Part 1
SUP over Portion of Commissioner's Land
0 5 10 20 30 40
Metres


Shared Use Path (SUP) - City of Tea Tree Gully
Legend
D29605 AL627 - Part 2
SUP over Portion of Commissioner's Land
0 5 10 20 30 40
Metres


Shared Use Path (SUP) - City of Tea Tree Gully
Legend
D29605 AL627 - Part 3
SUP over Portion of Commissioner's Land
0 5 10 20 30 40
Metres
NORTHEAST
NORTHEAST


Shared User Path (SUP) - City of Tea Tree Gully
Legend
D29501AL201
SUP over portion of Commissioner's Land
0 15 30 60 90 120
Metres

ANNEXURE A

SPECIAL CONDITIONS

CITY OF TEA TREE GULLY
Naturally Better

REPORT FOR	COUNCIL MEETING
MEETING DATE	27 JULY 2021

RECORD NO:	D21/49379
REPORT OF:	OFFICE OF THE CHIEF EXECUTIVE OFFICER
TITLE:	PROPOSED REZONING OF GOLDEN GROVE RURAL LIVING ZONE FOR RESIDENTIAL USE

PURPOSE

To consider whether to support in principle a request from YAS Property & Development (YAS P&D) and Villawood Properties, who have an interest in 109 ha of land located at Golden Grove, for Council to initiate and lead a Code Amendment to rezone land for residential development, and for the Code Amendment to be co-funded by YAS P&D and Villawood Properties.

RECOMMENDATION

1. That Council supports in principle the proposal to commence investigations to re-zone the Rural Living Zone at Golden Grove to enable construction of approximately 1,500 new homes.

2. That a Proposal to Initiate a Residential Code Amendment affecting the Rural Living Zone at Golden Grove be prepared and presented to Council for consideration and that Council be provided with copies of relevant investigations reports to assist with the preparation of the Proposal to Initiate a Code Amendment.

3. That a Funding Agreement that supports a privately funded Code Amendment **be prepared by Council's lawyers in consultation with** YAS P&D and Villawood Properties (the proponents) and that the proponents agree to reimburse the Council for the legal costs associated with preparing the funding agreement.

4. **That Council's Chief Executive Officer be authorised to sign the Funding** Agreement referred to in point 3 of this resolution noting it will be prepared by **Council's lawyers and protecting Council's interests.**

5. That a Proposal to Initiate a Code Amendment be presented to Council for consideration once the Funding Agreement has been signed by all parties and received by the Council.

6. That Council supports in principle, the proposal by YAS P&D to investigate a potential rezoning of 53 and 99 Crouch Road, Golden Grove for commercial /retail uses and requests that Council be consulted early in the preparation of the Code Amendment.

1. BACKGROUND

At an Elected Member Workshop on 6 July 2021, representatives of YAS P&D and Villawood Properties (the proponents), together with their respective planning consultants URPS and Future Urban presented a high level proposal to Elected Members to rezone the Rural Living Zone at Golden Grove comprising 110 ha (excluding 53 and 99 Crouch Road) to a "Master Planned Neighbourhood Zone" to enable the construction of approximately 1,500 new homes in the future.

The proponents have lodged a formal request with Council asking Council to initiate and lead the Code Amendment to be funded by YAS and Villawood (i.e. a private funded Code Amendment). See Attachment 1.

2. DISCUSSION

2.1 Existing Rural Living Zone

There are two Rural Living Zones in the city, one located at Golden Grove and the other at Yatala Vale. This proposal only affects the zone at Golden Grove.

The Planning and Design Code envisages the zone offering *"A spacious and secluded lifestyle within semi-rural or semi-natural environments, providing opportunities for a range of low-intensity rural activities and home-based business activities that complement that lifestyle choice."*

Allotments in the Golden Grove Rural Living Zone are currently a minimum of 4 ha and activities include a mix of detached dwellings, horse stabling, grazing, horticulture, small-scale primary production and animal keeping.

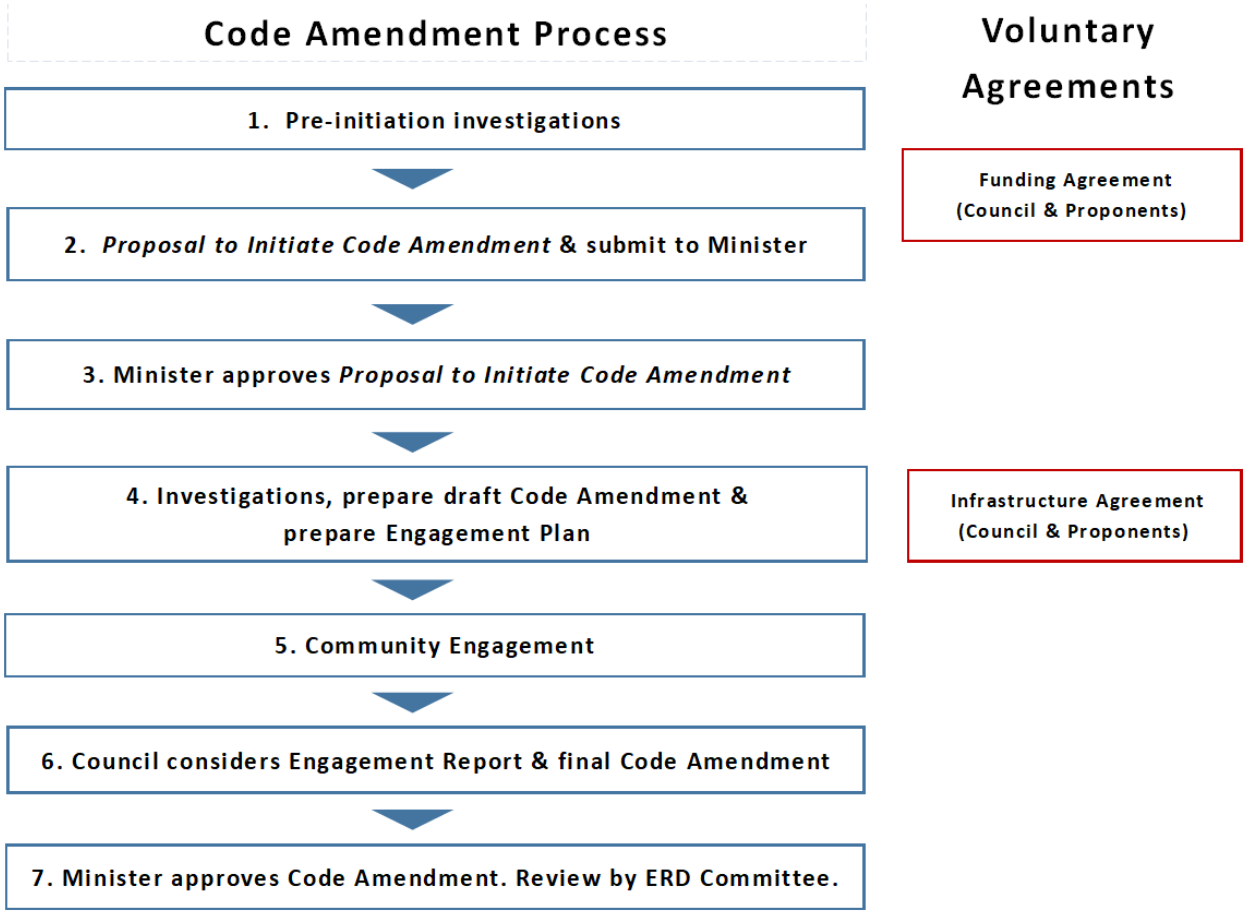
2.2 Summary of proposal by YAS and Villawood

The proposal is summarised below:

a) The proponents have collectively secured an interest in 20 of the 24 properties proposed to be rezoned to Master Planned Neighbourhood Zone
b) The proponents propose to conduct the investigations and fund the Code Amendment and request that Council initiate and lead the Code Amendment process
c) The new zone would allow the construction of 1,500 allotments and approximately 3,900 residents over approximately 15 years.

2.3 Code Amendment Process

The process for undertaking a Code Amendment is set out in the *Planning, Development and Infrastructure Act, 2016* (PDI Act) with the key stages depicted in blue below. If Council agrees to initiate and lead the Code Amendment funded by the proponents, then voluntary agreements (such as those depicted in red) would be required. These are discussed in more detail later in this report.



2.4 Privately Funded Code Amendments

The PDI Act enables Code Amendments to be undertaken by a number of designated entities including the Minister for Planning, State Planning Commission, Councils, Joint Planning Boards, CEO of the Attorney General's Department (AGD), Agencies, providers of essential infrastructure, and persons with an interest in the land i.e private proponents (e.g. landowner or developer).

If a private proponent wishes to initiate a Code Amendment the proposal cannot include land that they do not have a legal or equitable interest in. The Affected Area at Golden Grove contains 24 properties and the developers have secured a legal interest over 20 properties. Because of this, the proponents have requested that

Council undertake the Code Amendment as the matter of land ownership is not a limitation for councils.

2.5 Third Party and Privately Funded Code Amendment Policy

Council's *Third Party and Privately Funded Code Amendment Policy* provides guidance in relation to:

a) The principles for Council to consider when determining whether to conduct a privately funded Code Amendment
b) Council's requirements and processes
c) Recovery of costs noting that the policy requires that the code amendment must be resourced appropriately.

Principles

The following principles will be considered by Council when determining whether to conduct a privately funded Code Amendment.

1. Whether the intent of the Code Amendment aligns with the relevant State Planning Policies, relevant Regional Plans and the current 30 year Plan for Greater Adelaide (in the absence of any Regional Plans).
2. Whether the intent of the Code Amendment aligns with Council's strategic objectives and any other relevant Council strategies, plans and policies.
3. Whether the current policies in the Code unnecessarily restrict appropriate development on the site
4. Whether the Code Amendment affects a broad or limited cross section of the community
5. Whether the proposed policy change has considerable social, economic and /or environmental impact /merit
6. Whether the Code Amendment can be appropriately project managed by Council staff, taking into consideration the timing of other priorities and projects and the resources available.

The proponents have provided a high level analysis of how they believe the Proposal aligns with these principles (see Attachment 1). A more detailed analysis would be provided to Council for consideration at the time it considers the Proposal to Initiate a Code Amendment document.

Council's requirements and processes

The policy states that if Council agrees to prepare a Code Amendment requested by a third party then Council becomes the "proponent" throughout the whole process. The Planning, Development & Infrastructure Act (PDI Act) clearly sets out the legal process for a Code Amendment while Council's policy sets out matters relating to how it will consider requests from private proponents to undertake a Code Amendment on their behalf, funding and legal arrangements, responsibilities and obligations of the Council and extent of control by the private funder.

There are a number of options available to Council:

Option 1 - Decline to proceed further and not progress with a Code Amendment.

Option 2 - Procure independent consultants to undertake the investigations and prepare the Amendment itself (either funded entirely by Council or with private funding)

Option 3 - Engage the developer's consultant to undertake the investigations and prepare the Amendment, and for Council to undertake peer reviews of the documentation provided.

This project is not envisaged in Council's current budget or within staff work plans. A project of this scale and complexity will draw significantly on staff resources, particularly for staff in the City Strategy and Civil Assets Departments. Work plans will need to be adjusted and some work that is not time-critical would need to be deferred or resourced differently.

Importantly, Council's priority will be to deliver its substantial capital works program. Council's Chief Executive Officer (CEO) will need to consider an appropriate approach for resourcing the Code Amendment process and ensure this is reflected in the Funding Agreement.

If Council believes there is merit in undertaking a Code Amendment then Option 3 would offer the most effective use of Council staff resources. Council would engage the developer's consultants to conduct the investigations and prepare the Code Amendment and staff would work with them to achieve the best outcome for the community. Regular peer reviews of the documentation submitted would be essential. There would also need to be an agreement to recover reasonable costs incurred by the Council to manage the process.

In comparison, Option 2 would most likely require considerably more staff time to manage the process, liaise with stakeholders and procure consultants.

The developers have indicated they are prepared to fund the Code Amendment process however Council, as the proponent, would be responsible for managing the process on a daily basis and must be satisfied that the investigations and proposed amendments are undertaken to its satisfaction. Key tasks would include:

a) Reviewing and amending documentation provided by the proponents
b) Considering appropriate zoning/policy
c) Preparing and negotiating legal agreements - Council would need to engage a planning lawyer to assist with the preparation of the Funding Agreement, Infrastructure Agreement and Land Management Agreements.
d) Involvement in the planning and investigations required to develop an Infrastructure Agreement
e) Coordinating peer reviews – these would be conducted by independent consultants with experience in large scale urban planning and civil engineering, land divisions and infrastructure planning and provision.
f) Conducting other investigations if required, which may involve the services of an independent consultant
g) Managing the community engagement process, responding to community queries and preparing an Engagement Plan and Engagement Report
h) Liaising with stakeholders.

Recovery of costs

A Funding Agreement would clearly articulate the cost recovery approach and would set out the:

a) Intention of the proposed amendment
b) Proponent's obligations
c) Council's obligations
d) Various acknowledgements and undertakings
e) Responsibility for the various stages including preparation of the Amendment, preparation of the Engagement Plan, undertaking engagement, responding to submissions and finalising the Code Amendment
f) Who will cover the cost of the various stages and components of the process.

2.6 Scope of Investigations

The proponents have conducted a series of preliminary investigations to understand potential impacts on traffic, stormwater, utility infrastructure, flora and fauna, noise, air quality, contamination and cultural heritage. While these preliminary reports have not been provided to Council at this stage, Council will require them to prepare the Proposal to Initiate a Code Amendment document.

If endorsed by Council, the Proposal to Initiate a Code Amendment document will be forwarded to the Minister for Planning seeking approval to commence the process. The Proposal to Initiate a Code Amendment contains the following information:

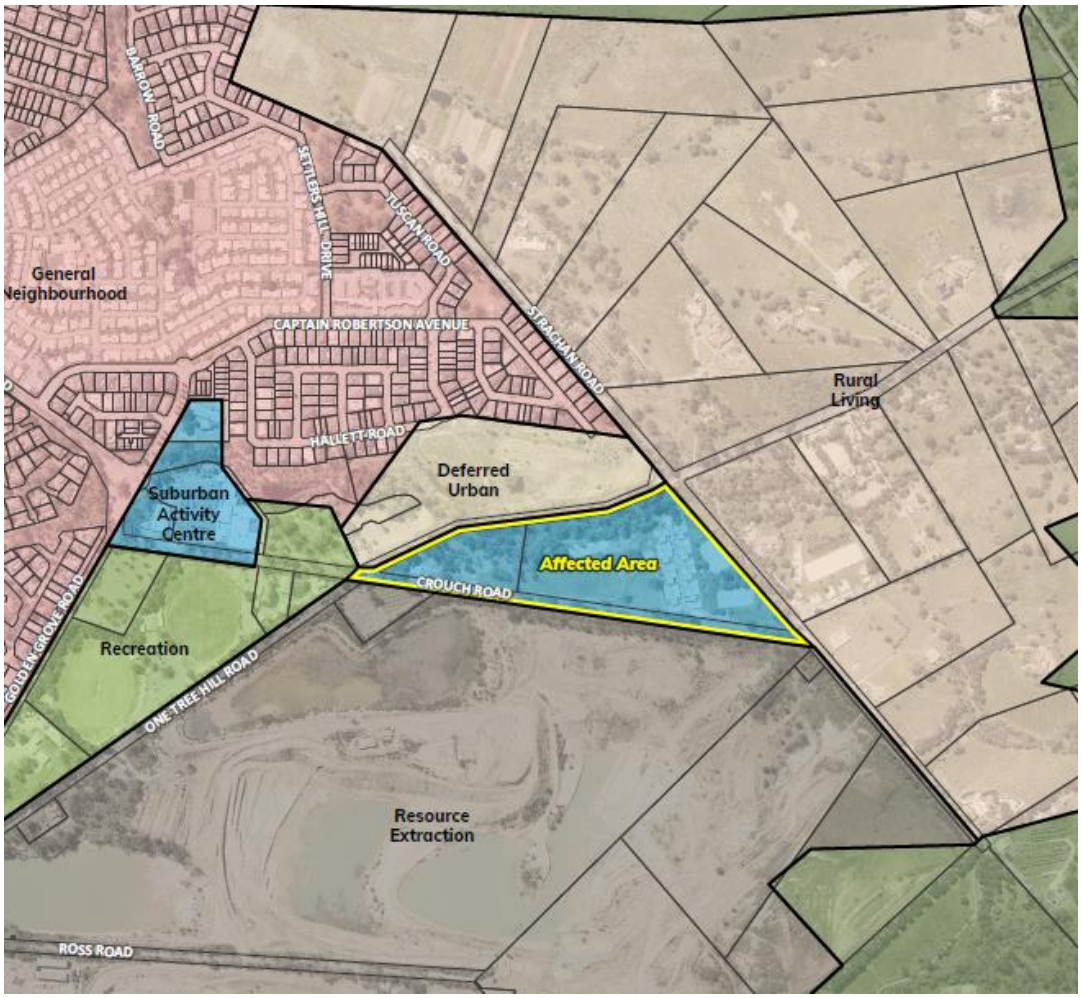
a) Who will be undertaking the Code Amendment
b) Rationale for the Code Amendment
c) Affected Area
d) Scope of the proposed Code Amendment
e) Alignment with State Planning Policies, Regional Plans and other relevant documents including Council's Strategic Plan
f) Investigations already undertaken and further investigations proposed
g) Engagement already undertaken and further engagement proposed
h) Timetable

It is noted that the proponents have identified a preference to rezone the area as a "Master Planned Neighbourhood Zone". Given that the Planning and Design Code contains many new zone options staff believe that the determination of the appropriate "Neighbourhood" zone (as there are many) should be considered as part of the Code Amendment investigations. It is therefore recommended that the Code Amendment have a general title such as "Golden Grove Residential/Neighbourhood Code Amendment" until the correct zone is confirmed.

2.7 Golden Grove Commercial/Retail Code Amendment

YAS is also proposing to initiate a Code Amendment to rezone land at 53 and 99 Crouch Road from Rural Living Zone to a commercial/retail zone in support of the existing and proposed future population. This rezoning proposal is not within the scope of the proposal currently before the Council and YAS intend to undertake this Code Amendment themselves, pending the Minister's approval.

Figure 1: Affected Area for proposed commercial/retail zone



YAS have provided the following rationale for the Commercial/Retail Code Amendment:

"This Code Amendment is proposed in response to the continued development of Golden Grove and the anticipated increase in demand for commercial and retail offerings. Its progression is to occur in concurrence with a separate Master Planned Neighbourhood Code Amendment which seeks to rezone land to the north and east of the Affected Area to support the development of an additional 1500 homes over the next 15 years.

This Code Amendment will provide the land use policy setting to support development of these ancillary, non-residential activities and in turn meet the needs of both the existing and future population."

YAS maintain that the proposal aligns with State Planning Policies, Regional Plans relating to Greater Adelaide and Council's Strategic Plan and would like an indication from Council that it supports in-principle the proposal to initiate a Code Amendment.

While Council has not seen any preliminary investigations reports in relation to the proposed commercial/retail zoning it may choose to support the proposal to investigate the merits of rezoning and respectfully ask the proponent that Council be consulted early in the investigations stage of the Code Amendment process.

Concern has been raised by some Elected Members of Council about the process and seeking the views of the community. Community engagement is a critical step in a Code Amendment process and it occurs once the preliminary information is gathered and the community can be appropriately informed.

In addition there are multiple steps during the process where Council can cease the process and these will be documented in any Funding agreement.

3. FINANCIAL

The financial aspects of undertaking the Code Amendment process have been discussed in section 2.5 of this report.

Into the future, post-construction, the proposed rezoning would result in approximately 1,500 new allotments over a period of 15 or so years. Assuming each property pays $2,000 per annum in rates this would translate to a rate revenue of approx. $3 million per annum. A significant percentage of this rate revenue would be allocated each year to the ongoing maintenance of infrastructure and the provision of services to the new properties in the new development.

It is proposed that all external costs for Council would be recovered from the proponents

4. STRATEGIC OBJECTIVES

4.1 Strategic Plan

The following strategic objectives in Council's Strategic Plan 2025 are the most relevant to this report:

Objective	Comments
Community	
People can have a say in decisions that affect them and the key decisions of the Council	The Code Amendment process includes engagement with the community.
Environment	
Environmentally valuable places and sites that are flourishing and well cared for	Investigations will identify environmentally sensitive locations

	potentially affected by the proposed Code Amendment.
A community that is protected from public and environmental health risks	Impact and limitations from proximity of the mining operations adjacent the Affected Area will be considered as part of the Investigations stage.
The carbon footprint of our city is reduced through the collective efforts of community and Council, including businesses	The proposed rezoning will increase our carbon footprint through construction and development of a greenfields site. We should be striving to minimise urban sprawl, and compact urban development at the urban fringe in suitable locations is one way to achieve this.
We are resilient to climate change and equipped to manage the impact of extreme weather events	The design of new housing areas needs to incorporate the best strategies to address climate change.
Our tree canopy is increasing	New subdivisions include planting of trees in streets, private properties and public open spaces
Economy	
Modbury Precinct is revitalised as the city's key activity centre	Investigations will need to look at what kind of impact building 1,500 new homes at Golden Grove will have on the housing market in Modbury Precinct.
A local economy that is resilient and thrives, where businesses are supported to grow and prosper, provide local jobs and sustain our community and visitors and utilize technology to improve the livability of our city	Construction of new housing will generate jobs in the construction and housing sectors.. An additional 3,900 residents will increase demand for local goods and services.
Support the efficient use of land for valuable mineral extraction and energy resources	Impact and limitations from proximity of the mining operations adjacent the Affected Area will be considered as part of the Investigations stage.
Places	
Housing is well designed and affordable and responds to the changing needs of existing and future residents	Investigations will need to consider the housing needs of existing and future residents and this will influence the zoning of the Affected Area.
Infrastructure and community facilities are fit for purpose, constructed using sustainable practices and well maintained	Infrastructure requirements will be considered as part of Investigations.
Leadership	

Leadership and advocacy is focused on the long term interests of the community	Council has a role in leading and advocating for the current and future community, this includes considering how proposals such as large scale housing developments align with the Council's long term strategic objectives.
Planning considers current and future community needs	As above.
Decision making is informed, based on evidence and is consistent	Any Investigations will need to be thorough, rigorous and communicated to the Council to assist with decision-making.
Major strategic decisions are made after considering the views of the community	The Code Amendment process includes engagement with the community.

4.2 Third Party and Privately Funded Code Amendment Policy

This is discussed in detail in section 2.5

4.3 Community Engagement Public Consultation Policy

This is discussed in detail in section 12

4.4 State Planning Policies

The State Planning Policies set out the State's overarching goals and requirements for the planning system. The PDI Act requires that the Code must comply with any principle prescribed by a State Planning Policy. The *Proposal to Initiate a Code Amendment* will therefore need to consider each of the State Planning Policies and identify how the outcomes will align or seek to implement these policies.

4.5 Land Supply Report for Greater Adelaide Part 2: Urban Infill

The Land Supply Report for Greater Adelaide Part 2: Urban Infill is a component of a broader Growth Management Program coordinated by the Planning and Land Use Services Directorate of the Attorney-General's Department. It provides data about residential and employment land trends, land supply and estimated future demand for both a medium and high population growth scenario. The report identifies that the Inner North Region (which includes the Affected Area) is predicted to grow by 2020 by 26,000 -32,000 persons which translates to demand for 12,000 -14,000 dwellings.

According to the definitions provided in the report, it appears that while the Affected Area is considered a "greenfields-type" development, it is captured in the Part 2 Urban Infill report because it is situated within the Inner North Region.

The report states that additional short-term land supply is needed as key strategic sites at Lightsview and Mawson Lakes will be completed in the next couple of years, leaving only Strathmont as the only strategic site in the Inner North Region offering only 1,500 dwellings. Parkwood Estate, The Settlement and Modbury Precinct have been identified since 2010 as strategic sites in the City of Tea Tree Gully. The Rural Living Zone at Golden Grove presents a number of circumstances that warrant its investigation for new housing such as: being located adjacent established residential areas, the nature of existing land uses and not being restricted by being located in the Hills Face Zone or Environment Food Production Area.

5. LEGAL

5.1 Funding Agreement

Council has not scheduled this work in its work plans or budget and a project of this scale and complexity will incur significant costs and level of resourcing.

Council's *Third Party and Privately Funded Code Amendment Policy* requires a Funding Agreement be established between Council and the developer which would outline a schedule of expenses for which the private funder is required to cover and the methodology to conduct the Code Amendment.

It is recommended that this funding agreement needs to be finalised before Council initiates the Code Amendment. Council's lawyers would lead with the preparation of the document and protect Council's interests.

5.2 Infrastructure Agreement

Where there is a need for infrastructure augmentation external to the Affected Area, an Infrastructure Agreement between the Council and the proponent could deal with this. It would cover such things as:

a) Identification of the works to be delivered (e.g. road interventions and stormwater management)
b) Assign responsibility for undertaking the works
c) Costings
d) Timing triggers and staging
e) Contributions from the Council
f) Security for delivery (e.g. bank guarantees)

This agreement would most likely be entered into following the completion of the investigations and prior to community engagement on the draft Code Amendment. It would also need to be legally tied to the land by way of a Land Management Agreement.

6. RISK – IDENTIFICATION AND MITIGATION

If Council resolves to not lead the process and the proponents eventually secure interest in the remaining properties there is nothing preventing the proponents from requesting the Minister for Planning to allow them to lead a Code Amendment process. While there is a requirement for Council to be consulted as a stakeholder in a proponent-led Code Amendment, Council's ability to influence outcomes would be significantly less than in the case of a Council-led Code Amendment. Furthermore community engagement would be undertaken and managed by the proponent and Council would have a limited role in the development of the final Code Amendment presented to the Minister for approval.

Conversely, if Council were to lead the Code Amendment, it would not incur the full costs of undertaking a Code Amendment if funded by the proponent. It would have a greater say in establishing the desired outcomes, staff would be more involved in the investigations and Council would lead the community engagement process. Council would also be responsible for approving the final Code Amendment to be presented to the Minister.

Council is not obligated or legally required to initiate a Code Amendment proposed by a third party.

Council may determine at any stage of the process to not proceed further due to feedback received from stakeholders or other reasons considered to be reasonable in the opinion of the Council. The proponents are aware of this clause in Council's *Third Party and Privately Funded Code Amendment Policy* and any funding agreement would need to reinforce this position.

7. ACCESS AND INCLUSION

Council's Disability Access and Inclusion Plan (DAIP) provides a sound basis and direction for Council to support and enhance our ongoing commitment to provide inclusive and equitable access to our services and facilities to people living with disabilities, their families and carers for the next 4 years. The following DAIP themes are particularly relevant to this matter:

Theme 2 – Leadership and collaboration
People living with a disability want to have a greater role in contributing to government and community decision-making. It is proposed that if Council progresses with a Code Amendment consideration be given to how best to include those living with a disability in community engagement.

Theme 3 – Accessible communities
We need to improve the accessibility of the built environment for people living with a disability and one of the ways we can do this is through universal design. New

infrastructure within the new residential development area should be designed to incorporate universal design guidelines including roads, footpaths, parks, parking etc.

8. SOCIAL AND COMMUNITY IMPACT

The rezoning would result in the development of approximately 110 ha of currently rural land for 1,500 new houses and accommodate approximately 3,900 residents. The impact of a development of this scale would be significant, increasing demand for goods and services in the local economy including schools, medical, transport, retail, recreation and entertainment, generate local jobs and provide public open space for use by the wider community.

The Affected Area is situated between the Hills Face Zone to the east and north, mining lands to the south and an established residential area to the west "The Settlement". Property owners in the adjacent zones will be impacted by the proposal however detailed investigations will be needed to establish the extent of impact. Property owners in the Affected Area (24 in total) will also be affected, however it is noted that the proponents hold an interest over all but 4 of these properties.

In order to fully understand these impacts and the capacity of the local area to support these changes in demand, detailed investigations will be needed as part of the Code Amendment process.

There are likely to be some positive impacts with the increased population increasing the viability of existing and future local businesses such as retail, commercial and medical related industries.

There will also be potentially some negative impacts but the process itself should identify what they are and how they will be addressed. There is a possibility that the solutions will also improve the current situation in some areas.

9. ENVIRONMENTAL

Environmental issues would be discussed in the *Proposal to Initiate a Code Amendment* for consideration by Council and detailed investigations would be undertaken during the preparation of the Code Amendment.

10. ASSETS

Following the rezoning, it will be the developer's responsibility to provide the new infrastructure within the Affected Area as part of the land division process including roads, parks, playgrounds, footpaths, shared use paths, stormwater, street lighting, street trees, sewer, water, gas, telecommunication services, electricity, etc.

Council and utility providers will be responsible for the ongoing maintenance of their respective new assets.

Impacts on services and infrastructure outside the Affected Area that are required as a result of the rezoning will need to be identified as well as how this will be undertaken and funded. This can be managed through an Infrastructure Agreement.

The extent to which the proposal will impact on infrastructure outside the Affected Area will be determined as part of the investigations, however, we do know at this stage that a portion of One Tree Hill Road and the roundabout at the intersection of One Tree Hill Road / Golden Grove Road will need to be upgraded.

11. PEOPLE AND WORK PLANS

Staff from the City Strategy department would be responsible for managing the Code Amendment process on a day-to-day basis with support from staff in the Civil Assets department, Council's lawyers and external consultants who would assist with independent peer reviews and other advice as required.

Further details regarding impact on work plans has been discussed in section 2.5 of this report.

12. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Stakeholders would be identified early in the process and consulted appropriately.

The engagement for all Code Amendments must be undertaken in accordance with the Community Engagement Charter (developed under the PDI Act) which establishes an outcome-based, measurable approach for engaging communities. One of the requirements of the Charter is for the entity leading the Code Amendment to prepare an Engagement Plan that sets out how engagement will meet the Charter's principles.

The Engagement Plan would be presented to Council for consideration at the time it considers the draft Code Amendment for community engagement and our approach would be consistent with Council's *Community Engagement Public Consultation Policy* which is aligned with the principles in the Community Engagement Charter.

Following engagement an Engagement Report is prepared by the Council. Templates for both documents are provided on the PlanSA portal. Both the Engagement Plan and Engagement Report are presented to the Council and the Minister with the final Code Amendment.

13. COMMUNICATIONS OF COUNCIL DECISION

Council staff will advise the proponents of Council's decision.

Council staff will liaise with Council's Communications team if the need arises to communicate with the community regarding Council's decision.

Should Council proceed with this in principle support there will be a number of opportunities to seek the views of the community and gateways for Council to terminate the process. These would be detailed in any Funding agreement.

14. INTERNAL REPORT CONSULTATION

The following staff have been included in the consultation process in the preparation of this Report.

Name	Position	Consulted about
Deana Taglierini	Governance Advisor	Report recommendation
Cherie Gill	Senior Strategy Planner	Planning
Gabby D'Aloia	Manager Civil Assets	Civil works and infrastructure requirements
Wahid Yousafzai	Team Leader Civil Assets	Civil works and infrastructure requirements
Donna Mijatovic	Community Partnerships and Engagement Coordinator	Stakeholder Engagement

Attachments

1.⇩ Letter of request to Council from proponents 74

Report Authorisers

Ingrid Wilkshire Manager City Strategy	8397 7292
John Moyle Chief Executive Officer	8397 7201

Ref: 21ADL-0124

13 July 2021

URPS

Adelaide
12/154 Fullarton Rd
Rose Park, SA 5067

08 8333 7999

Melbourne
29-31 Rathdowne St
Carlton, VIC 3053

03 8593 9650

urps.com.au

Ingrid Wilkshire
Manager, City Strategy
City of Tea Tree Gully
571 Montague Road
Modbury SA 5092

ingrid.wilkshire@cttg.sa.gov.au

Dear Ingrid

Golden Grove Rural Living Code Amendment – Request for Council Initiation

URPS acts for YAS Property & Development (YAS P&D) who have an interest in land located at Golden Grove. YAS P&D, in collaboration with Villawood Properties (Villawood), is seeking to engage with the City of Tea Tree Gully (CTTG) to request the advancement of a Council initiated Code Amendment.

It is noted that Villawood is represented by Michael Osborn of Future Urban and the following summarises our joint request to Council.

Affected Area

The land proposed to be rezoned is described as all land within the Rural Living Zone at Golden Grove, apart from 53 & 99 Crouch Road, Golden Grove. In total there are 24 allotments (or part allotments) affected by the proposal.

Attachment 1 is a plan spatially identifying the Affected Area and developer interests, whilst Attachment 2 identifies land ownership and developer interests.

It is noted that the two Rural Living properties not forming part of this Code Amendment are subject to a separate Code Amendment proposal. It is intended that this proposal will be proponent initiated and seek to rezone the land for retail/commercial purposes in support of the existing and future population.

Why Rezone and Outcome Sought by Code Amendment

The land subject to this request is located to the north-eastern fringe of Greater Adelaide and currently utilised for rural living purposes. The location is characterised by

SHAPING GREAT COMMUNITIES

detached dwellings and a range of small-scale primary production and animal keeping pursuits, including stabling of horses, grazing and horticulture.

The **proposal seeks to rezone the land to Master Planned Neighbourhood** to support the delivery of some 1500 new homes.

This area represents 1 of 2 rural living zoned areas within the CTTG, is located immediately adjacent the built-up area of Golden Grove and is one of the last areas capable of supporting a higher density residential outcome in north-east Adelaide.

The lands proximity to the built-up area also means that it is well serviced by established essential infrastructure. Together, the proposal will result in the consolidation of the built-up area of Golden Grove and deliver the orderly expansion of metropolitan Adelaide in a manner which is cognisant of the local constraints.

Analysis against Principles

The following provides a high-level analysis of the proposed Code Amendment's alignment with Council's *Principles for considering a privately-funded Code Amendment*. It is noted that a more detailed overview has been included in the Proposal to Initiate document provided to Council separately.

1. Alignment with the State Planning Policies and Regional Plan

The proposed Code Amendment will achieve the relevant Objectives and Policies contained in the State Planning Policies and the policies contained in the 30-Year Plan for Greater Adelaide (Regional Plan).

Notably, the proposal will deliver the consolidation of the urban form within the planned urban lands to 2045. The land in question is connected to the existing built-up area and therefore benefits from the presence of essential infrastructure.

2. Alignment with Council's Strategic Objectives

The CTTG Strategic Plan 2025 has been reviewed to ensure the proposal algins with the key indicators contained therein including:

- Community Wellbeing
- Environment
- Places
- Leadership

The resulting outcome of the Code Amendment will assist in delivering on the key indicators contained in this plan by providing a sustainable, modern residential area which is well connected to existing open space and community services.

3. Current Policies

The land is currently zoned Rural Living and subject to a 4ha Minimum Site Area Technical and Numeric Variation. This results in the inability to progress the proposal in the absence of a Code Amendment.

4. Affected Community

The proposal affects a limited cross section of the community. The Rural Living Zone has a total of 24 allotments and as detailed in Attachment B, YAS P&D and Villawood hold an interest in 20 of the 24 affected allotments. Notwithstanding, it is acknowledged that there will likely be interest from the broader community in the proposed Code Amendment.

5. Social, Economic and/or Environmental Impact or Merit

The successful delivery of the Code Amendment will result in the rezoning of some 110ha to the Master Planned Neighbourhood Zone. This zone will support the development of 1500 allotments. Based on current ABS data, this will result in an additional 3900 people (average 2.6 people per household).

The development of this area for residential purposes will likely bring with it considerable social and economic benefit, both during construction and in the longer term.

A series of additional documents have been prepared in support of the Code Amendment and are proposed to be updated as part of future investigations. This includes flora and fauna investigations to understand the likelihood of impact on the local environment.

Further analysis of the required social infrastructure required to support growth of this scale will be undertaken as part of the Code Amendment investigations.

6. Project Management

The current demands of Council staff are unknown. It is however intended that the detailed Code Amendment investigations will be prepared by both URPS and Future Urban in partnership.

The delivery of community engagement will be undertaken in line with the dedicated Engagement Plan and any additional Council requirements. It is intended that both URPS and Future Urban will be available to lead/assist this process as deemed necessary.

Request – Council Initiated Code Amendment

Both parties acknowledge that S73(2)(vii) of the *Planning, Development and Infrastructure Act 2016* makes provision for a person with an interest in land to request an amendment to the Planning and Design Code (Code). Guidance has been provided by the Attorney General's Department which confirms that interest in land may include the following:

- Owners of land
- Holders of an Option to Purchase or similar contractual arrangement with the owner of the land.

Collectively the proponents hold an interest over 20 of the 24 properties and despite engaging with the owners of balance allotments, it is unlikely that an interest over these allotments will be forthcoming.

It is noted that the above interest 'tests' apply only to Code Amendments in circumstances where proponents intend to advance the rezoning. In other circumstances, such as those amendments being advanced by Council's, there are no land ownership tests required.

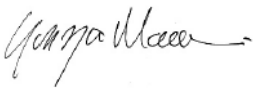
In the interests of delivering an orderly rezoning proposal, the proponents respectfully request the CTTG's consideration of working in collaboration to advance a Council initiated Code Amendment. This process will:

- Allow Council to drive the rezoning process, however, not be required to fund the process (to be proponent funded).
- Deliver a cohesive and rationalised rezoning of all land in the Rural Living Zone, removing the potential for a fragmented zoning outcome with 3 allotments (full or partial lots) remaining zoned Rural Living.
- Ensure that infrastructure costs required to service the rezoned are distributed fairly and equitably across all properties.

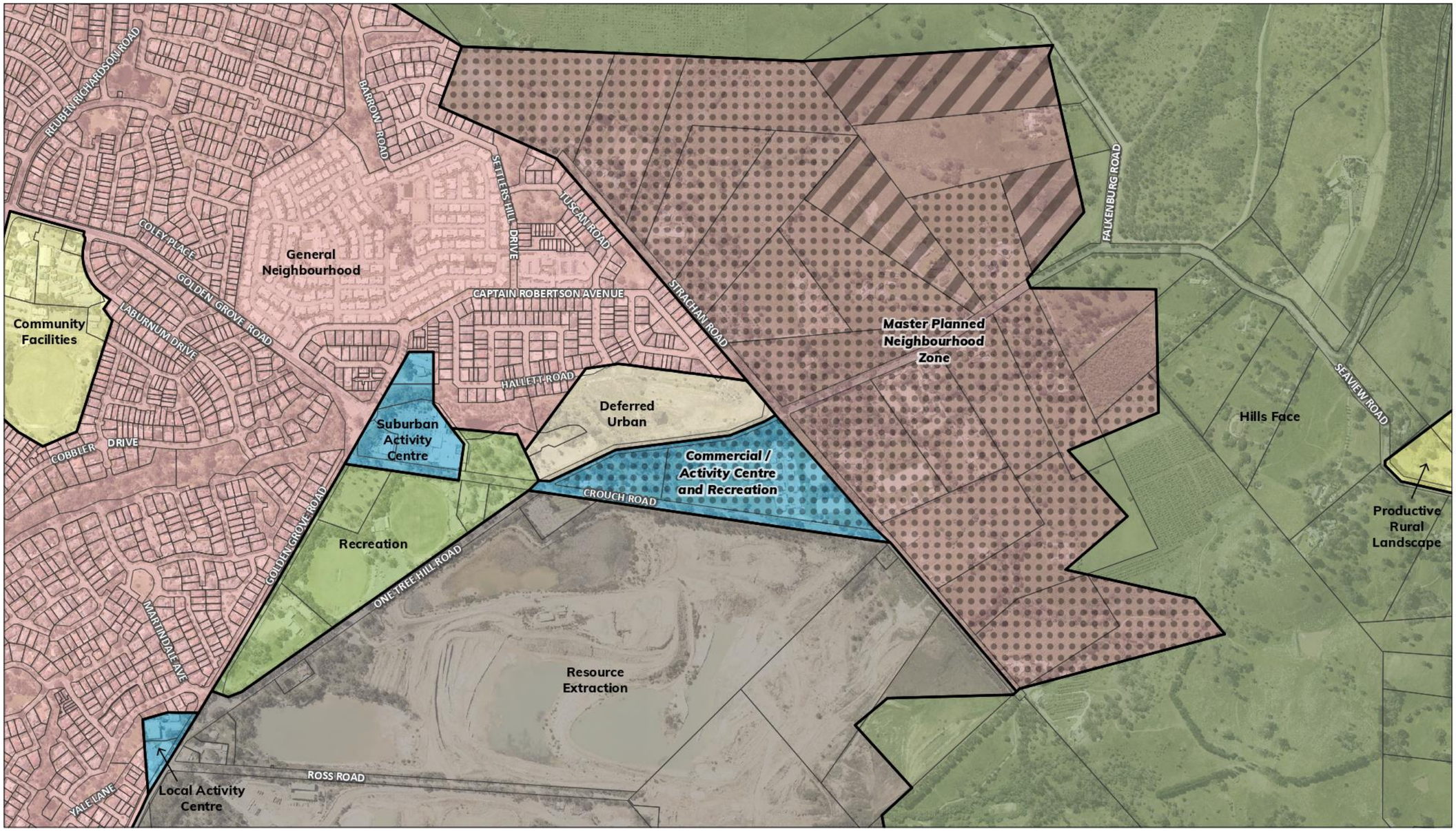
As noted, the intention is for the investigations to be funded collectively by both YAS P&D and Villawood. It is acknowledged that there will be requirement to enter into a Deed of Agreement prior to commencing the investigations.

Thank you for your consideration and should you have any questions or require clarity on any of the above please don't hesitate to contact me on 0400 005 885 or email at gmaiorano@urps.com.au or Michael Osborn (Future Urban) on 0408 808 143 or email at michael@futureurban.com.au.

Yours sincerely



Grazio Maiorano
Director



GOLDEN GROVE MASTER PLAN Golden Grove

JOB REF.	21ADL-0124
PREPARED BY.	MP
DATE.	11.06.21
REVISION.	4
DATA SOURCE.	MetroMap (07.01.21)

0 50 100 200m

SCALE: 1:8,000 @ A3

Legend

- YAS P&D Properties
- Villawood Properties
- Proposed Zone Boundary
- Cadastre

URPS

1000-001

Attachment 2 – Land Ownership and Interests

Property Details	Owner	Interest
16 Strachan Road, Golden Grove (CT:5774/558)	CARMINE GROVE PTY. LTD.	YAS P&D
14 Strachan Road, Golden Grove (CT:5093/561)	MONIKA NOMINEES PTY. LTD.	YAS P&D
12 Strachan Road, Golden Grove (CT:5291/680)	A, E & G Franco	YAS P&D
10 Strachan Road, Golden Grove (CT:5596/686)	T Raschella	YAS P&D
8 Strachan Road, Golden Grove (CT:5774/559)	C & D Parletta	YAS P&D
6 Strachan Road, Golden Grove (CT:5158/162)	P & M Federico	YAS P&D
147 One Tree Hill Road, Golden Grove (CT:5171/541)	J, F, K & M Hayden C Flaherty S Wright A Pappas	YAS P&D
185 One Tree Hill Road, Golden Grove (CT:5408/742)	C & S Minopoulos	YAS P&D
189 One Tree Hill Road, Golden Grove (CT:5257/297)	A & C Ricci	Villawood
195 One Tree Hill Road, Golden Grove (CT:5159/888)	S & P Rinaldi	YAS P&D

URPS

Adelaide
12/154 Fullarton Rd
Rose Park, SA 5067

08 8333 7999

Melbourne
29-31 Rathdowne St
Carlton, VIC 3053

03 8593 9650

urps.com.au

SHAPING GREAT COMMUNITIES

3 Falkenburg Road, Golden Grove (CT:5442/886)	I & R Cirjak	Villawood
33 Falkenburg Road, Golden Grove (CT:5776/344)	M Rickman	Nil
51 Falkenburg Road, Golden Grove (CT:5998/401)	J & M Grech	Villawood
144 One Tree Hill Road, Golden Grove (CT:5541/952)	J & H Vaughan	YAS P&D
172 One Tree Hill Road, Golden Grove (CT:5381/206)	WENWAY PTY. LTD.	YAS P&D
182 One Tree Hill Road, Golden Grove (CT:5474/845)	G Nitschke & V Hart	YAS P&D
192 One Tree Hill Road, Golden Grove (CT:5242/348)	W & K Shattock	YAS P&D
202 One Tree Hill Road, Golden Grove (CT:5943/949)	S & K Watts H Dobrzinski D Lewington	Nil
244 One Tree Hill Road, Golden Grove (CT:5943/951)	S Davison & M Dolan	Nil
254 One Tree Hill Road, Golden Grove (CT:5759/939)	P Wright	Nil

129 Crouch Road, Golden Grove (CT:5548/996)	D & E Marro	YAS P&D
143 Crouch Road, Golden Grove (CT:5114/222)	E & L Tedesco	YAS P&D
153 Crouch Road, Golden Grove (CT:5447/77)	W St. Alban	YAS P&D
161 Crouch Road, Golden Grove (CT:5255/545)	E, D & A Holloway	YAS P&D

CITY OF TEA TREE GULLY
Naturally Better

REPORT FOR	COUNCIL MEETING
MEETING DATE	27 JULY 2021

RECORD NO:	D21/51910
REPORT OF:	OFFICE OF THE CHIEF EXECUTIVE OFFICER
TITLE:	ENVIRONMENT AND FOOD PRODUCTION AREAS BOUNDARY REVIEW - COUNCIL SUBMISSION

PURPOSE

To provide Council with the opportunity to make a submission in response to the State **Planning Commission's inaugural review of the Environment and Food Production** Areas boundary.

RECOMMENDATION

That having considered the report titled "Environment and Food Production Areas Boundary Review – **Council Submission" and dated 27** July 2021, Council endorses the matters set out in Section 2.3 of the report as its formal submission to the State Planning Commission in response to the stakeholder consultation on the Environment and Food Production Areas boundary review.

1. BACKGROUND

In April 2021, the State Planning Commission (the Commission) commenced its inaugural statutory review of the Environment and Food Production Areas (EFPAs) boundary.

As part of this review, the Commission has invited submissions from stakeholders to assist the Commission in identifying trivial boundary anomalies that could be considered for realignment.

1.1 Introduction of Environment and Food Production Areas (EFPAs)

EFPAs were established in 2017 under the *Planning, Development and Infrastructure Act 2016* (PDI Act) as part of the new planning system with the aim to protect South Australia's food and agricultural lands from urban encroachment.

More specifically, the EFPAs seek to:

a) Protect valuable food producing and rural areas as well as conserving prized natural landscapes, and tourism and environmental resources
b) Support sustainable growth by encouraging new homes to be built in Greater Adelaide's existing urban footprint, and by reducing the ability to subdivide land for housing in EFPAs
c) Provide more certainty to food and wine producers as well as developers on the direction of future development in metropolitan Adelaide.

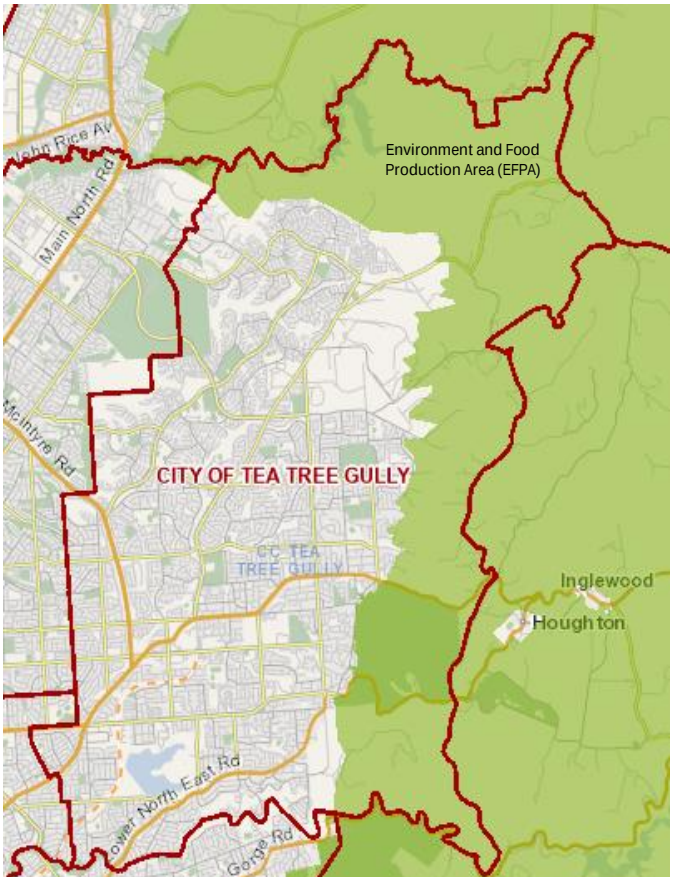


Figure 1 – Environment and Food Production Area in CTTG

The EFPA within the City of Tea Tree Gully predominantly aligns with the Hills Face Zone boundary (see map in Figure 1, above, and full extent in Attachment 1), and overlays land in the Hills Face, Conservation and Productive Rural Landscape Zones.

1.2 The Review

The PDI Act requires the Commission to review the EFPAs boundary every five years. In making any decision on the EFPAs, the Commission must ensure that areas of rural, landscape, environmental or food production significance within Greater Adelaide are protected from urban encroachment.

Section 7(3) of the PDI Act is clear in stating that the Commission may only vary an EFPA if the Commission is satisfied-

(a) that-

(i) an area or areas within Greater Adelaide outside EFPAs are unable to support the principle of urban renewal and consolidation of existing urban areas; (TEST 1) *and*

(ii) adequate provision cannot be made within Greater Adelaide outside EFPAs to accommodate housing and employment growth over the longer term (being at least a 15 year period); (TEST 2) *or*

(b) that the variation is trivial in nature and will address a recognised anomaly. (TEST 3)

The Commission refers to the above considerations as the "Three Point Test" and has adopted a staged approach to manage the program scope and potential outcomes of the review process.

1.3 Stage 1 - Investigations for Tests 1 and 2

Stage 1 of the review has been completed and involved a detailed analysis of residential and employment land supply and demand within the Greater Adelaide Planning Region, which informed consideration of Tests 1 and 2. This analysis is contained in the *Environment and Food Production Areas (EFPA) Review Report* in Appendix 1 of Attachment 2.

Based on this evidence, it is the Commission's position that there is an adequate provision of land in Greater Adelaide to support housing and employment growth over the next 15 years. This means that that the Commission's consideration of amendments to the EFPAs boundary is limited only to trivial anomalies referred to in Test 3.

1.4 Stage 2 – Identification of anomalies for Test 3

The review is now in Stage 2 of the program. In light of the findings in Tests 1 and 2, stakeholders have been invited to make submissions to the Commission to put forward cases for trivial variations to the EFPA boundaries where anomalies are

identified. This eight week stakeholder consultation period commenced on 4 June 2021 and concludes on 30 July 2021.

As part of Stage 2, six community information sessions were held across regional EFPA locations to help stakeholders and the community to learn more about the EFPAs review and how it is relevant to them. Notably, none of the community information sessions were held in metropolitan Adelaide where the EFPAs predominately overlay the Hills Face Zone.

1.5 Council engagement

An information report was presented to Council on 27 April 2021 advising that the Commission (aided by the Attorney-General's Department) will brief all Councils that comprise land affected by EFPAs, including the City of Tea Tree Gully, to outline the proposed scope, procedures and nature of consultation for the review.

This has not occurred; most likely because the scope of the review has narrowed substantially after the Commission confirmed its position of there being sufficient land supply in Greater Adelaide to support growth over the next 15 years, and that it would only consider trivial boundary realignments as part of this review.

Staff requested clarification from Planning and Land Use Services (PLUS) on what constitutes a trivial variation and recognised anomaly, and whether the Commission has a set criteria for determining whether a requested variation is within this scope. The Department was unable to provide any detail on this given this is the first EFPAs review. Nonetheless, even without this guidance, Council has the ability to make any submission on this matter as it see fit.

2. DISCUSSION

In practice, the only restriction EFPAs present is the division of land for residential purposes. Land divisions that are not for residential purposes can still be considered against the zone rules in the Planning and Design Code.

As mentioned previously, the EFPA affecting the City of Tea Tree Gully largely aligns with the Hills Face Zone boundary, and overlays land in the following zones:

1. Productive Rural Landscape Zone
2. Conservation Zone
3. Hills Face Zone (see Figure 2).

The Productive Rural Landscape and Hills Face Zones are not neighbourhood-type zones that promote new residential land divisions, and the Conservation Zone comprises Anstey Hill Recreation Park which is protected by separate legislation. This neutralises the impact of EFPAs in these zones.

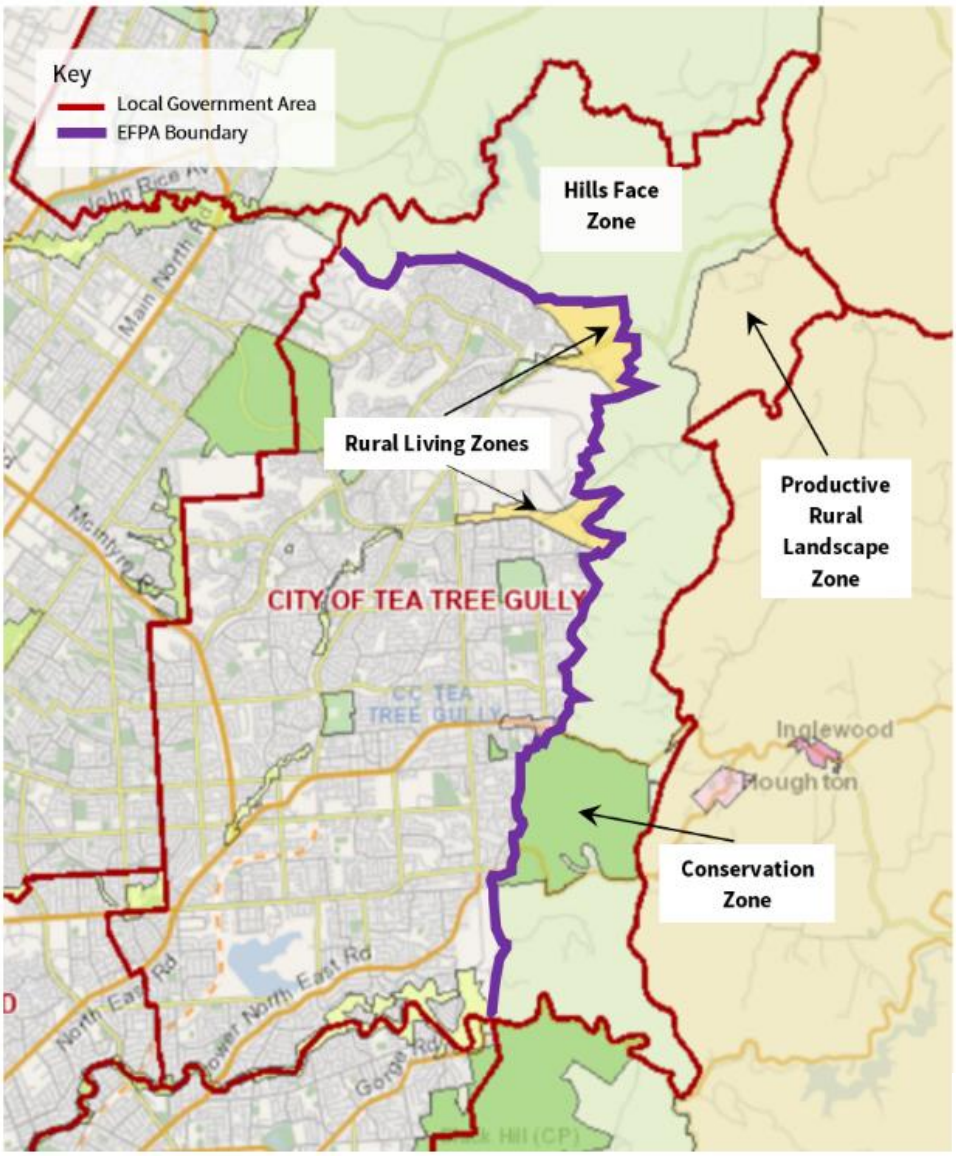


Figure 2: Zones within the CTTG

Abutting the western side of the EFPAs are allotments mainly in the General Neighbourhood, Resource Extraction or Rural Living Zones. A cursory scan of those properties along the zone boundaries confirms that there are no obvious areas of significance that have been inadvertently excluded from the EFPA.

The sections below elaborate further on the relationship between EFPAs and the Hills Face and Rural Living Zones in particular.

2.1 The difference between EFPAs and the Hills Face Zone

EFPAs and zones are two separate planning instruments that serve different purposes under the *Planning, Development and Infrastructure Act 2016*.

EFPAs are a strategic planning tool that essentially provides an urban growth boundary that supports the state government's policies of urban consolidation and protection of valuable environmental and food producing areas.

Zones (including the Hills Face Zone) are policies within the Planning and Design Code used to inform the assessment of individual development applications of what land uses and developments are expected within a particular area.

The Hills Face Zone was introduced in the 1960s to maintain the western slopes of the Mount Lofty Ranges, spanning from Gawler to Sellicks Beach, as an important natural asset of Greater Adelaide. The zone places broader controls on land compared to EFPAs.

More specifically, the Hills Face Zone seeks to:

1. Provide a natural backdrop to the Adelaide Plan and a contrast to the urban area
2. Preserve biodiversity and restore locally indigenous vegetation and fauna habitats close to metropolitan Adelaide
3. Provide for passive recreation in an area of natural character close to the metropolitan area
4. Provide a part of the buffer area between metropolitan districts and prevent the urban area extending into the western slopes of the Mount Lofty Ranges
5. Ensure that the community is not required to bear the cost of providing services to and within the Zone due to its topography.

New development in the Hills Face Zone is generally limited to low intensity agricultural activities and public and private open space. Other types of development, such as residential development, may occur if the particular property holds existing use rights, whereby the residential allotment existed prior to the introduction of the Hills Face policies.

Whilst the impositions posed by EFPAs and the Hills Face Zone overlap, insofar as new residential allotments are restricted, they serve different purposes at separate levels of planning policy, and there is no interaction between the two instruments. The implication of this is if the EFPAs boundary is realigned on land within the Hills Face Zone, a Code Amendment to rezone the land would also need to occur to allow for a new residential allotment.

2.2 Impact of EFPAs on the Rural Living Zone

In particular areas of Golden Grove and Yatala Vale there are several allotments that are dissected by the EFPA boundary and span both the Rural Living Zone and the Hills Face Zone (see Figures 3 and 4). This is understood to have occurred because the Hills Face Zone boundary was delineated along contour lines rather than around the boundaries of large rural-sized allotments.

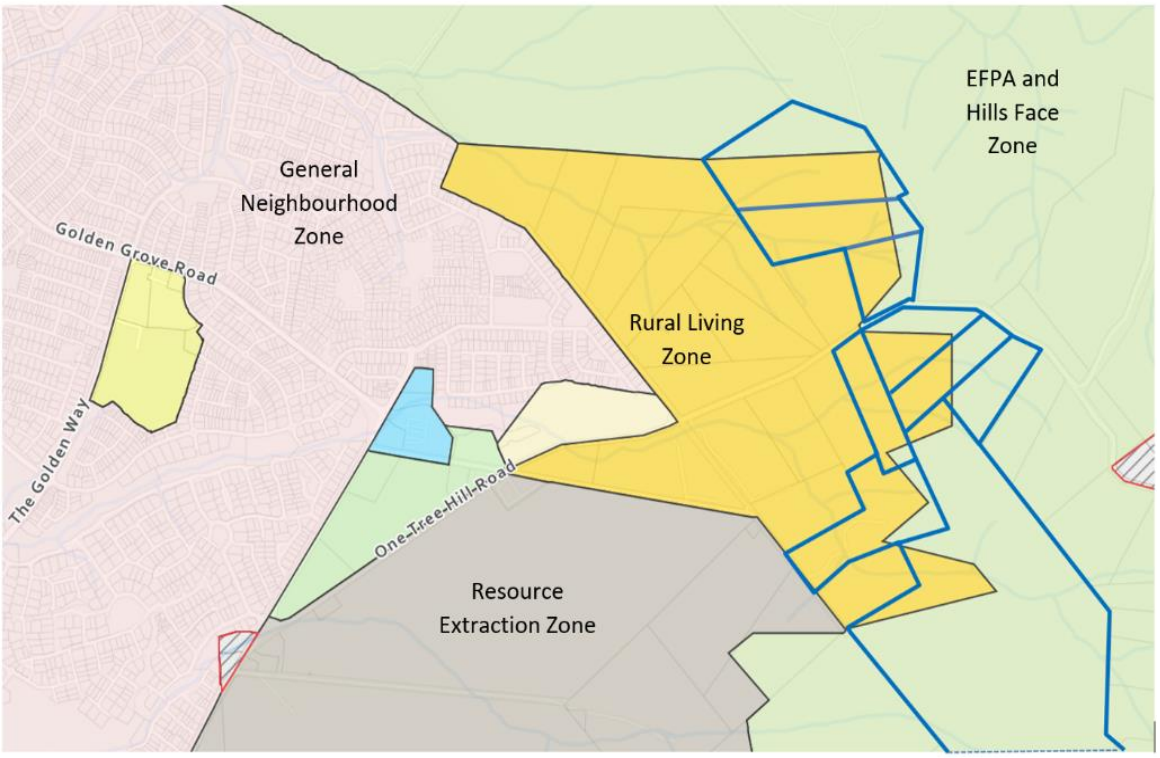


Figure 3: Allotments dissected by the EFPA boundary in Golden Grove.

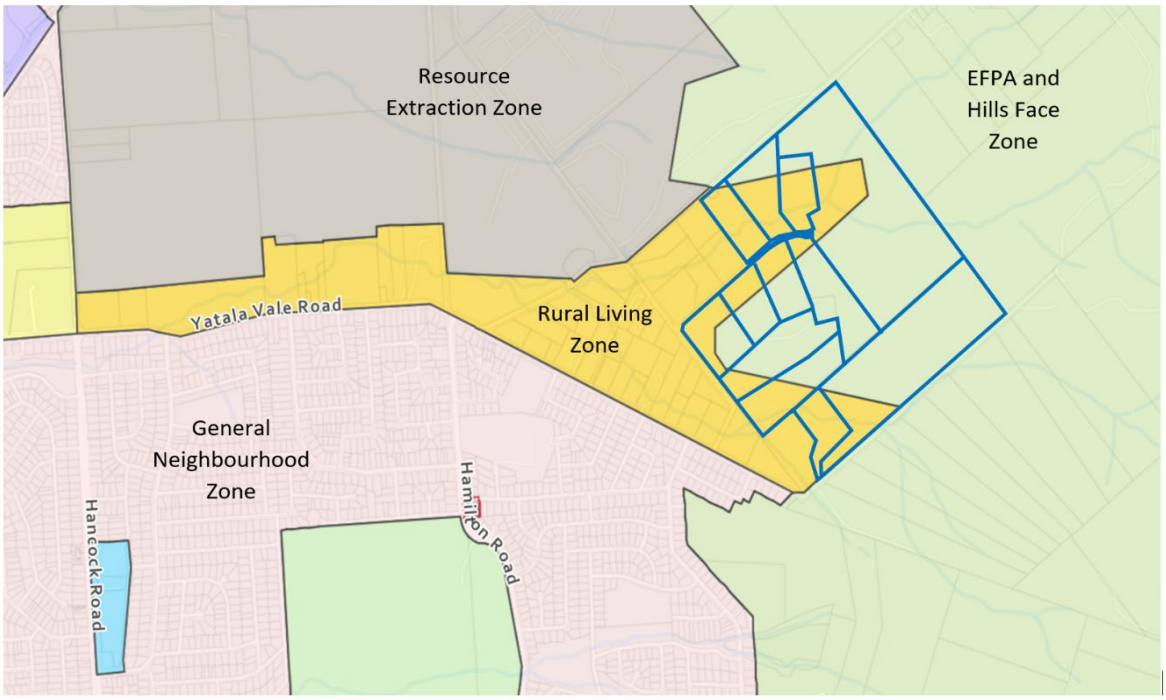


Figure 4: Allotments dissected by the EFPA boundary in Yatala Vale.

No reports are evident on Council records that the EFPAs designation has restricted the use of these allotments as per its current zoning of Rural Living/Hills Face. These allotments would have difficulty subdividing further in any case due to the minimum allotment sizes in the Rural Living Zone and the restriction of no new residential allotments in the Hills Face Zone.

Given varying the EFPAs boundary to follow the property boundaries rather than dissect them will have no effect in itself on the potential for land division/ development, any request to do so is likely to be met with a request to rezone the same portion of land from Hills Face Zone to another that permits residential land division.

Amending the Hills Face Zone boundary is an entirely separate process that would need thorough investigation and community consultation. Given the Commission is mandated to review the EFPA boundaries at least every five years, it is considered appropriate that any desire to rezone land in the Hills Face Zone is considered before any respective change to the EFPA boundary.

2.3 Submission

Given the above commentary, it is recommended that Council make a submission to the Commission that:

a) Provides general support and acknowledgment of the importance of EFPAs
b) Council does not consider there to be any EFPA boundary anomalies in the City of Tea Tree Gully that:
    i. Unintentionally restrict residential land division on properties covered by the EFPA, or
    ii. Unintentionally expose any areas of rural, landscape, environmental or food production significance to urban encroachment, or
    iii. Would require a trivial variation to the EFPA boundary to rectify
c) In determining whether a request for a variation to an EFPA boundary is trivial and rectifies a recognised anomaly, the Commission should consider:
    i. The reason for the request
    ii. The zoning of the land to be exposed
    iii. The potential follow on and cumulative effects of varying the boundary shared with the Hills Face Zone.

2.4 Next steps

Following the stakeholder consultation process, Stage 2 of the EFPAs review will include a public hearing later in the year (date to be determined). On completion, the Commission will consider the submissions and deliver its "Findings Report" to the Minister, outlining the outcomes of the review. If any boundary variations are recommended an Amendment Bill will need to be passed in both Houses of Parliament before the changes can come into effect.

3. FINANCIAL

The decision on whether to make a submission on the EFPAs review does not have any financial implications for Council.

4. STRATEGIC OBJECTIVES

Strategic Plan

The following strategic objectives in Council's Strategic Plan 2025 are the most relevant to this report:

Objective	Comments
Community	
People can have a say in decisions that affect them and the key decisions of the Council	Community and stakeholder engagement is being undertaken by the Planning and Land Use Services branch of the Attorney-General's department.
Environment	
Environmentally valuable places and sites that are flourishing and well cared for	EFPAs seek to protect areas of environmental significance from urban encroachment.
The carbon footprint of our city is reduced through the collective efforts of community and Council, including businesses	EFPAs are in place to encourage urban consolidation in areas already serviced, close to employment, shops, community facilities and public open space to support walkable neighbourhoods and reduce reliance on the car.
Our tree canopy is increasing	EFPAs restrict residential development therefore trees in those areas are at lower risk of being removed for additional residential allotments.
Economy	
A local economy that is resilient and thrives, where businesses are supported to grow and prosper, provide local jobs and sustain our community and visitors and utilize technology to improve the livability of our city	EFPAs protect valuable food producing and rural areas as well as conserving prized natural landscapes, and tourism and environmental resources. They also provide more certainty to food and wine producers as well as developers on the direction of future development in metropolitan Adelaide.

5. LEGAL

The review of the Environment and Food Production Areas boundary is governed by section 7 of the *Planning, Development and Infrastructure (PDI) Act 2016*.
Any variation to an EFPA boundary must be published by the Commission in the Gazette and on the SA Planning Portal. The notice is then laid before both Houses of

Parliament and if either House passes a resolution disallowing the notice, the boundary realignment cannot take effect.

There's no statutory requirement for the Commission to undertake community consultation, and there is no legal requirement for Council to make a submission, or what form that submission should be in.

6. RISK – IDENTIFICATION AND MITIGATION

As the EFPA boundary in the City of Tea Tree Gully largely follows the Hills Face Zone boundary, changes made to that boundary may potentially be followed by a request for a Code Amendment to amend the Hills Face Zone boundary.

While the Hills Face Zone was in existence well before the EFPA and has been strictly preserved since the early 1980s, there is the potential for an amendment to the EFPA boundary to be used as the reason to justify a review of the Hills Face Zone boundary, particularly since the Department was unable to offer any specific guidance on what constitutes a trivial variation to a recognised anomaly.

It's acknowledged that there are many checkpoints in place to protect the Hills Face. Minor dispensations if allowed to run unchecked would, in a cumulative sense, undermine the very policies that seek to preserve and maintain the natural character of the zone. This inaugural EFPAs boundary review provides an opportunity for Council to reiterate this point.

7. ACCESS AND INCLUSION

Nil

8. SOCIAL AND COMMUNITY IMPACT

Properties covered by EFPAs are unable to be subdivided for residential purposes, which restricts the future development potential of these properties. As the Hills Face Zone presents the same restriction on land, Council staff are aware that there would be some landowners within the EFPAs and the Hills Face Zone that for various reasons would like to seek some form of dispensation from current planning rules to enable residential subdivisions.

The reinforcement of EFPAs gives confidence to the wider community that significant natural landscapes, and tourism and environmental resources are protected, and certainty to landowners/developers on the State Government's policy for encouraging urban consolidation.

9. ENVIRONMENTAL

The purpose of the EFPAs is to protect valuable food producing and rural areas as well as conserving prized natural landscapes, and tourism and environmental resources

They also support sustainable growth by encouraging new homes to be built in Greater Adelaide's existing urban footprint, and by reducing the ability to subdivide land for housing in EFPAs.

10. ASSETS

Nil

11. PEOPLE AND WORK PLANS

No impact on staffing or work plans.

12. COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Planning and Land Uses Services (PLUS) branch of the Attorney-General's department is conducting the community and stakeholder engagement on behalf of the State Planning Commission.

Members of the community are able to make a submission or have their say directly with the Commission.

Landowners or other stakeholders may lodge a submission with the Commission to request a variation to the EFPA boundaries. In this submission they will need to justify that the requested variation constitutes a trivial, recognised anomaly. A public forum hosted by PLUS will also be held for interested parties later in the year.

13. COMMUNICATIONS OF COUNCIL DECISION

Council's endorsed submission will be provided to the State Planning Commission by 30 July 2021.

14. INTERNAL REPORT CONSULTATION

The following staff have been included in the consultation process in the preparation of this Report.

Name	Position	Consulted about
Deana Taglierini	Governance Advisor	Report recommendation

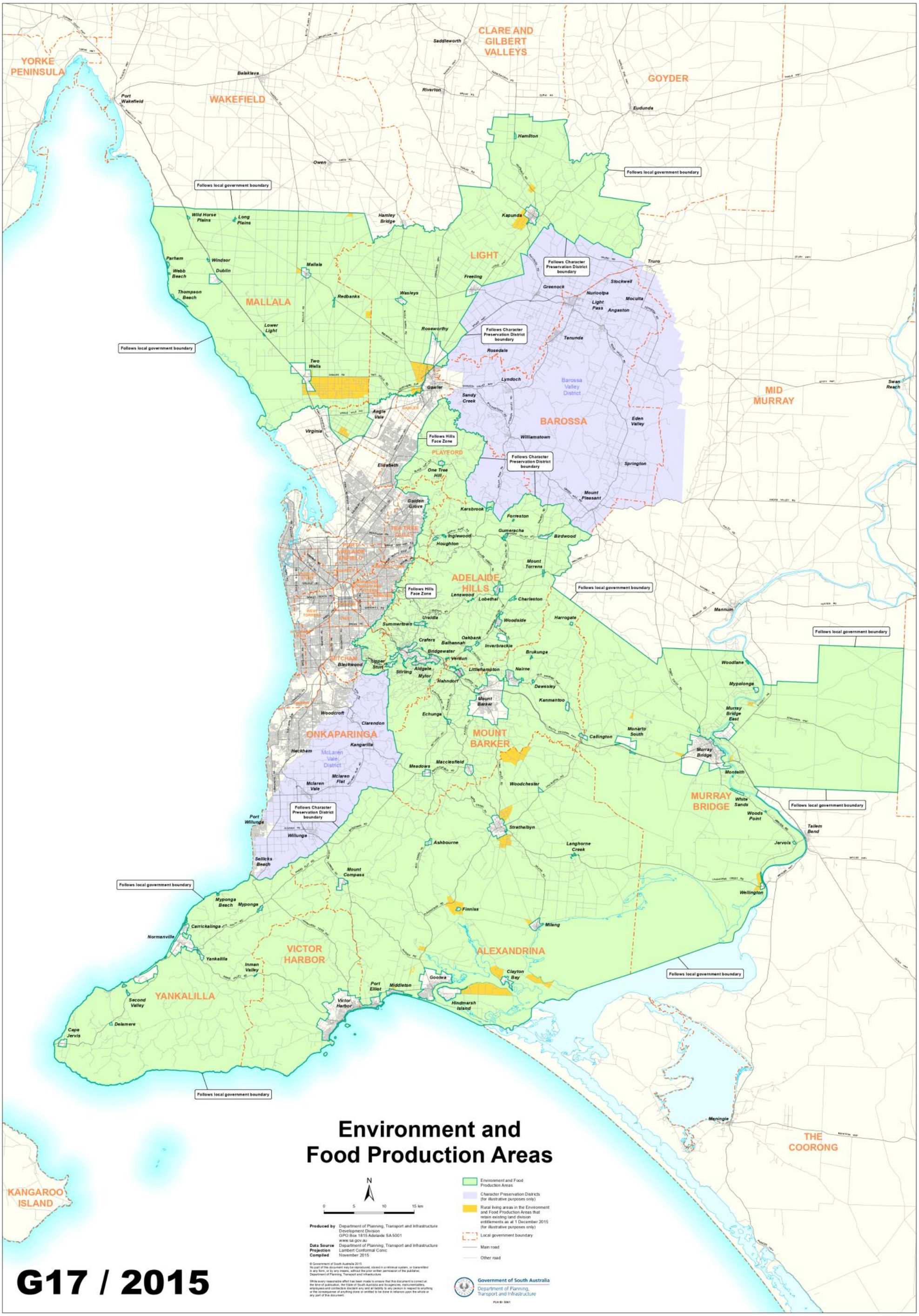
Attachments

1. ⇩ Full extent of Environment and Food Production Areas - 2021 95
2. ⇩ Statement of Position - Environment and Food Production Areas Review 2021 - State Planning Commission 96

Report Authorisers

Cherie Gill Senior Strategy Planner	8397 7357
Ingrid Wilkshire Manager City Strategy	8397 7292
John Moyle Chief Executive Officer	8397 7201

Attachment 1



ENVIRONMENT AND FOOD PRODUCTION AREAS REVIEW 2021

Statement of Position

STATE PLANNING COMMISSION



Pursuant to Section 7 of the *Planning, Development & Infrastructure Act 2016*

Published 4 June 2021

Government of South Australia
Attorney-General's Department

BACKGROUND

On 30 March 2021, the State Planning Commission (Commission) announced the inaugural review of the Environment and Food Production Area (EFPA) boundary. This review is a statutory requirement every 5 years under the *Planning, Development and Infrastructure Act 2016* (the Act). As legislation was introduced in 2017 this means that the review is to be completed by 2022.

The EFPA boundaries may be varied only under certain circumstances. These circumstances are referred to as the ***Three Point Test*** and are set out under section 7(3) of the Act as follows:

If the Commission is satisfied, that:

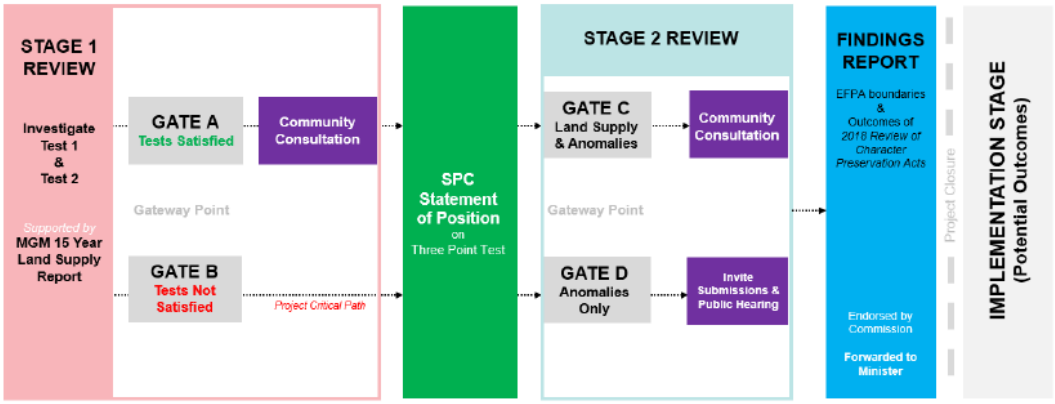
Test 1: an area or areas within Greater Adelaide outside environment and food production areas are unable to support the principle of urban renewal and consolidation of existing urban areas; and

Test 2: adequate provision cannot be made within Greater Adelaide outside environment and food production areas to accommodate housing and employment growth over the longer term (being at least a 15-year period); or

Test 3: that the variation is trivial in nature and will address a recognised anomaly.

EFPA REVIEW PROCESS

The Commission has adopted a staged program with defined project gateways to manage the program scope and potential outcomes of the review process – as outlined in the diagram below:



Stage 1 of the review is an investigation as to whether there is at least a 15-year supply of residential and employment land (Tests 1 and 2). To do this requires an analysis of Greater Adelaide's land supply and demand. This analysis is contained in the *Environment and Food Production Areas (EFPA) Review Report* at Appendix 1 which is a companion document to this Statement of Position.

The outcome of this investigation work leads to project gateways – Gate A (Tests 1 & 2 satisfied) or Gate B (Tests 1 & 2 not satisfied). Gate B is chosen if there is an adequate supply of land for residential and employment purposes for at least the next 15 years, if not Gate A is chosen. If Gate A is chosen a full review of land supply as well as anomalies is considered to be in the scope of the review (Gate C). The Gate B pathway leads to the scope of the review being contained to minor variations that are recognised as anomalies (Gate D).

The outcome of analysis of these pathways leads to inform the Commission's Statement of Position on the **Three Point Test**.

Commission's Position

It is the Commission's position that there is an adequate provision of land in Greater Adelaide to accommodate housing and employment growth over the next 15 years.

Therefore the review will follow the Gate B pathway which leads on to Gate D and sets the scope of the review as Test 3 only - the consideration of variations of the boundary that are trivial in nature and will address a recognised anomaly.

This position is based on the Commission's assessment of the requirements under the Act, outlined in the *Three Point Test* and the evidence base presented in the EFPA Review Report appended to this Position Statement.

RELATIONSHIP BETWEEN EFPA AND CHARACTER PRESERVATION DISTRICTS (CPD)

Further to this Position Statement, the Commission also notes that Section 7(4) of the PDI Act establishes a clear legal relationship between the EFPA and the CPD, which are governed under the *Character Preservation (Barossa Valley) Act 2012* and *Character Preservation (McLaren Vale) Act 2012* (the CP Acts). This relationship means any removal of land within a CPD will trigger the application of the EFPA over that land instead.

It is important to note that the CPD are not currently within the EFPA. This means that any recommendations from the Commission's assessment of CPD will only become relevant to any future changes to the EFPA, in the event that the CP Acts are first amended by Parliament to vary or remove land from CPD.

The State Government's previous 2018 CP Acts Review recommended that the Commission investigate the merits of amendment of the CPD for eight identified locations, in the context of Greater Adelaide's growth. The scope of the Commission's review of the EFPA boundaries will therefore also include an assessment of those eight locations.

In line with the recommendations from the 2018 CP Acts Review, the Commission is not inviting further submissions regarding boundaries or other matters relating to CPD through this current EFPA boundary review process.

Further information regarding the previous 2018 CP Acts Review can be accessed via the PlanSA Portal.

EFPA REVIEW REPORT (STAGE 1) SUMMARY

The EFPA Review Report (Stage 1) provides a detailed overview of residential and employment land supply, and demand within the Greater Adelaide Planning Region (GAPR) over a 15-year time period (Appendix 1). The following tables represent a high level summary of the findings of the analysis on residential and employment land supply (allotments), and estimated demand to 2036:

Residential

	LAND SUPPLY	ESTIMATED DWELLING REQUIREMENT 2021-2036	DEMAND & SUPPLY ALIGNMENT
Medium Growth	265,000	94,500	15+ years
High Growth	265,000	135,000	15+ years

Employment

	ZONED LAND SUPPLY (June 2020)	FUTURE LAND SUPPLY (June 2020)	VACANT LAND REQUIREMENT 2021-2036	DEMAND & SUPPLY ALIGNMENT
Medium Growth	1,900 ha	1,800 ha	950 ha	15+ years
High Growth	1,900 ha	1,800 ha	1,400 ha	15+ years

CONCLUSION

Tests 1 and 2 in Section 7(3)(a) of the PDI Act are not satisfied as there is deemed to be sufficient supply of land to support housing and employment growth for at least the projected 15-year timeframe.

Accordingly, the Commission will limit the scope of the remainder of the EFPA Boundary Review (Stage 2) to the consideration of proposals that satisfy the two relevant components of Test 3, which are:

1. trivial in nature; and

2. will address a recognised anomaly.

This will also include applying Test 3 to eight locations identified in the review of Character Preservation Districts conducted in 2018, in the event that the relevant Acts are first amended by Parliament to vary or remove land from the Character Preservation Districts.

APPENDIX I

ENVIRONMENT AND FOOD PRODUCTION AREAS (EFPA) REVIEW REPORT (STAGE 1)

PlanSA



Government of South Australia
Attorney-General's Department

1.0 BACKGROUND

This EFPA Review Report seeks to provide an overview of residential and employment land supply and demand within the Greater Adelaide Planning Region (GAPR) over a 15 year time period. The material in this document will help inform the statutory review of the EFPA boundaries in 2021. This report has been informed by the Land Supply Report (LSR) for Greater Adelaide, which is a part of the Department's broader Growth Management Program.

The key differences between the two reports is the level of detail and the timeframe, as outlined below.

Report name	Timeframe	Regional Analysis
Land Supply Report (LSR)	10 years	YES (10 regions)
EFPA Review Report	15 years	NO (Greater Adelaide only)

The EFPA legislation was introduced in late 2017 and sought to:

- Protect our valuable food producing and rural areas, as well as conserving our prized natural landscapes, tourism and environmental resources;
- Support our sustainable growth and encourage the building of new homes in our existing footprint where supporting infrastructure already exists; and
- Provide more certainty to food and wine producers as well as developers on the direction of future development in metropolitan Adelaide.

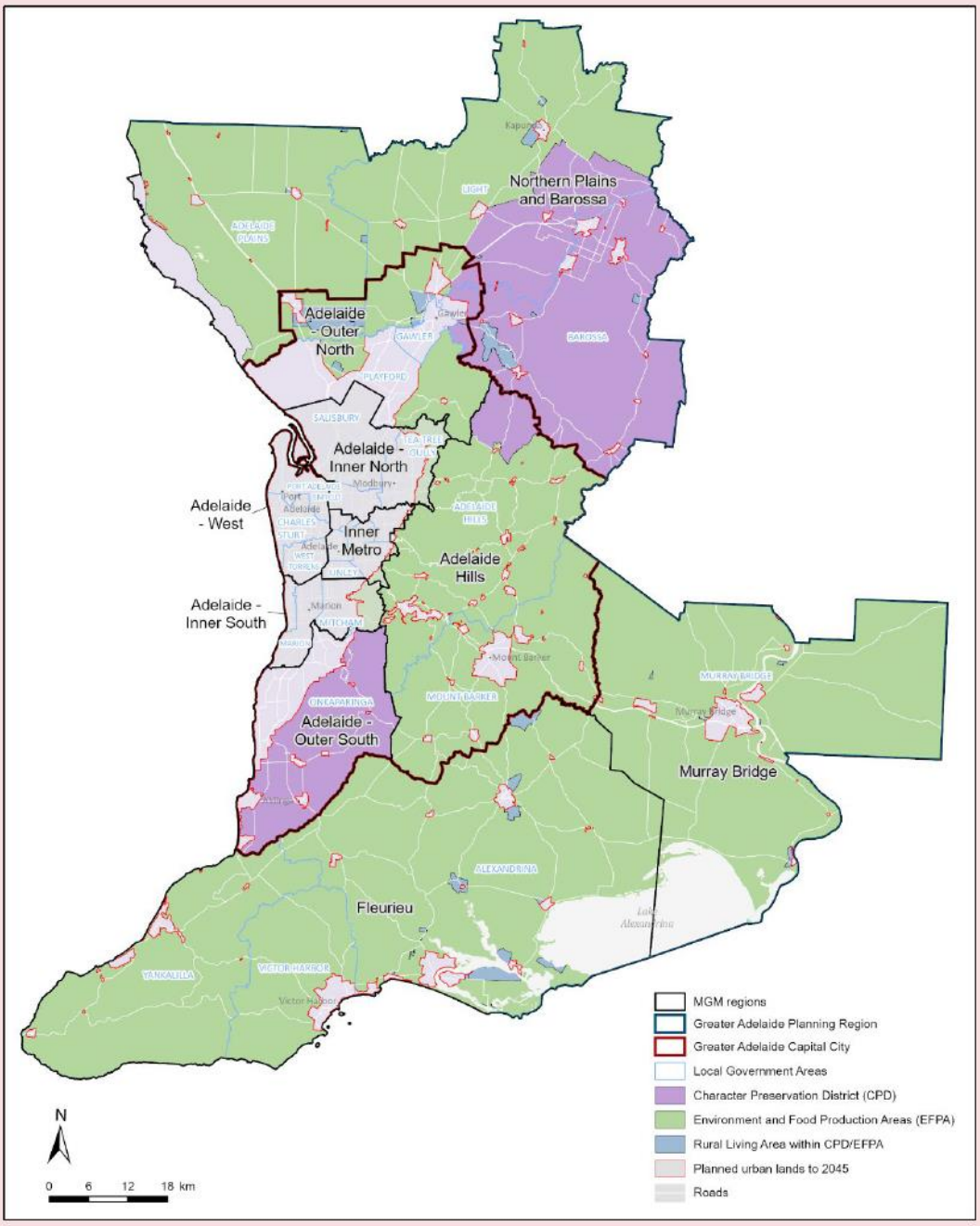
The EFPA legislation covers land located within fourteen Local Government Area's (LGA's), as shown in Figure 1 and detailed below:

- Adelaide Plains Council
- Light Regional Council
- Mount Barker District Council
- The Rural City of Murray Bridge
- Adelaide Hills Council
- City of Tea Tree Gully
- City of Playford
- City of Salisbury
- Campbelltown City Council
- City of Burnside
- City of Mitcham
- Alexandrina Council
- City of Victor Harbor
- The District Council of Yankalilla

And the following Councils are impacted given their location within the Character Preservation Districts (CPD):

- City of Onkaparinga (McLaren Vale)
- The Barossa Council (Barossa)

Figure 1: Greater Adelaide Planning Region (GAPR)



2.0 EFPA REVIEW PROCESS

The Commission is required to review the EFPA every 5 years and operationally this means a review is due for completion in 2022. Under *the Act*, the EFPA boundaries may be varied only under certain circumstances. These circumstances are referred to as the *Three Point Test*[1], which reads as follows:

1. *An area or areas within Greater Adelaide outside environment and food production areas are unable to support the principle of urban renewal and consolidation of existing urban areas; and*

2. *adequate provision cannot be made within Greater Adelaide outside environment and food production areas to accommodate housing and employment growth over the longer term (being at least a **15-year period**); or*

3. *that the variation is trivial in nature and will address a recognised anomaly.*

Test 1 and 2 requires analysis of Greater Adelaide's 15-year housing and employment land supply, which will be informed by this report. Critically, when reading through this report, it is important to note that Test 2 does not allow consideration of:

- land supply analysis at a sub-regional level; OR
- specific forms of residential land supply (i.e. greenfield, township or urban infill); OR
- specific forms of employment land supply (i.e. for heavy, light or special industry).

Test 3, does not rely upon having to argue insufficient housing or employment land supply. Instead, any request assessed under this test must demonstrate the proposed variation is both, not either or, trivial in nature and will address a recognised anomaly.

3.0 DEVELOPMENT TRENDS

This section of the report provides an overview of residential and employment land development trends which have been identified within the Land Supply Report (LSR) for Greater Adelaide.

3.1 Residential Development Trends

The LSR provides analysis on residential development trends, which occurred between 2010 and June 2020, including rates of consumption for the various types of residential development (as defined in Figure 2 below).

1 Part 1, Section 7(3) of the Act, 2016

Figure 2: Residential Development Type Definitions

Urban Infill - General

Relates to small scale, dispersed residential development which:

- Occurs on land located within the established urban area of Metropolitan Adelaide; AND
- Occurs on land within a residential zone that supports land division.

Urban Infill - Strategic

Relates to co-ordinated, typically high yielding, residential development that:

- Occurs on land located within the established urban area of Metropolitan Adelaide; AND
- Occurs on land within a zone that supports medium to high density residential development (i.e. Urban Corridor, Urban Core or Capital City).

Greenfield

Residential development which occurs over land located on the fringe of the established urban area within the Greater Adelaide Planning Region, and land identified for future urban development in *The 30-Year Plan for Greater Adelaide - 2017 Update*.

Township

Residential development which occurs on land contained within townships separated from built up areas of Metropolitan Adelaide within the Greater Adelaide Planning Region. These townships are distributed throughout the Environment and Food Production Areas (EFPA) and Character Preservation Districts (CPD) regions.

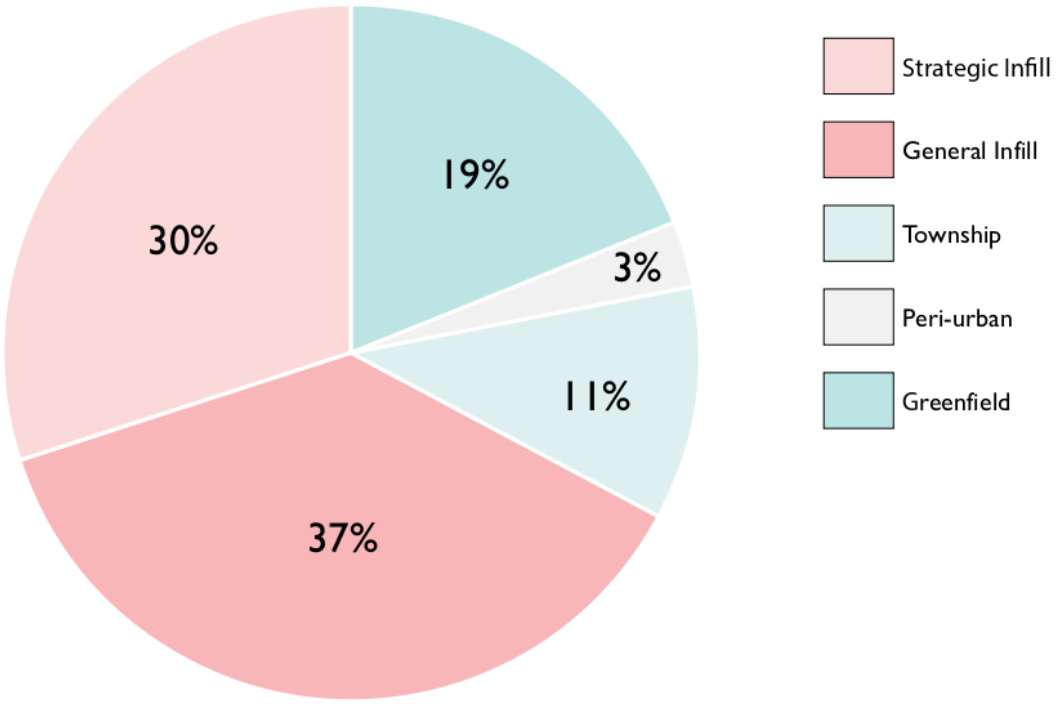
Peri-Urban

Residential development located outside the Planned Urban Lands 2045 boundary but within the Greater Adelaide Planning Region.

3.1.2 Development Type

- Analysis of the total net dwelling increase between 2010 and June 2020, for each development type is shown in Figure 3, and summarised as follows:
  - General infill development accounted for 37% of the net dwelling increase.
  - Strategic infill development accounted for a further 30% of the net dwelling increase.
  - These forms of development occur within the established urban area of Metropolitan Adelaide.
  - Greenfield development was also a major contributor, accounting for 19% of the net dwelling increase over the same period.
  - Township development contributed a further 11%.

Figure 3: Net dwelling increase by development type, GAPR 2010 – June 2020



3.2 Employment Land Development Trends

The term employment land has emerged as a more appropriate term to classify 'industrial' land given the mixture of land uses accommodated within these precincts has evolved from hard industry to include a range of services such as retail trade. It is important to note, this report, and therefore this term, does not cover retail centre or CBD land supply.

The *Metropolitan Adelaide Industrial Land Strategy, 2007* (industrial land strategy) provided a baseline stocktake of employment (formerly referred to as industrial) land supply, within Greater Adelaide. When another stocktake of employment land was undertaken in 2018, this analysis identified the following:

- a total 630 hectares of vacant[2], zoned employment land was consumed between 2007-2018.
- prior to the Global Financial Crisis (GFC) vacant employment land was being consumed at a rate of approximately 110 hectares per annum.

2 Vacant land does not include vacant or underutilised buildings, or land assigned to 'other use'.

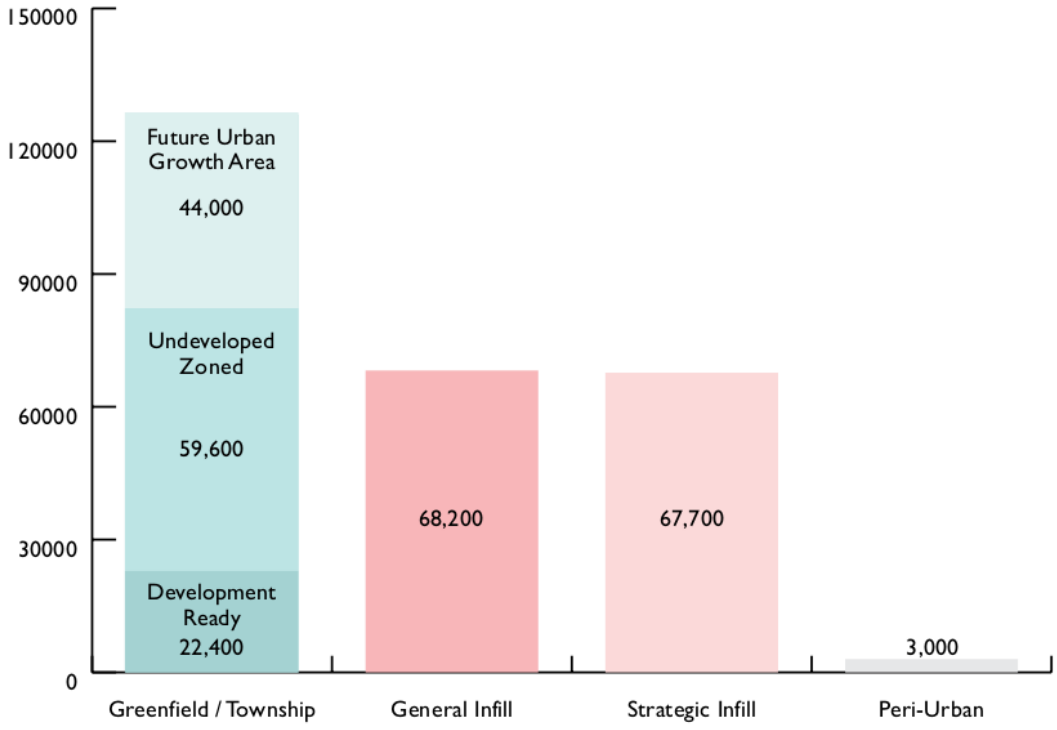
4.0 LAND SUPPLY

A June 2020 stocktake of residential and employment land supply within the GAPR boundary was undertaken as part of the Land Supply Report (LSR). The sub-sections below provide a high level summary and should be read in conjunction with the relevant maps, tables, figures and corresponding appendices, which provide regional level details.

4.1 Residential Land Supply

As of June 2020, the GAPR had an estimated potential supply of 265,000 residential lots. This supply is split across the range of development types as identified in Figure 4, and spatially distributed in Figure 5.

Figure 4: Residential Land Supply by Development Type, June 2020



*Development ready refers to zoned land, greater than 4,000sqm with an approved or proposed plan of division.

**Undeveloped zoned land refers to zoned land, greater than 4,000sqm which does not currently have an active plan of division, or is the 'balance' of an existing Greenfield development front.

*** Future Urban Growth Area refers to land identified within the 30 Year *Plan for Greater Adelaide 2017 Update*.

4.1.1 Greenfield and Township

As of June 2020, there was an estimated potential to create an additional 126,000 allotments from within identified Greenfield and Township land supply across the GAPR[3], as shown in Table 1. This supply has been broken down into three sub-categories, which help define the supply's market 'availability' in the short, medium and long term. These sub-categories are defined as follows:

- Development Ready; and
- Undeveloped Zoned; and
- Future Urban Growth Area.

Table 1: Greenfield and Township Land Supply, Greater Adelaide Planning Region June 2020

	Development Ready	Undeveloped Zoned	Future Urban Growth Area	TOTAL
Greater Adelaide Planning Region	22,400	59,600*	44,000*	126,000*

*estimated yield based on sub-region yields recorded as of June 2020.

4.1.2 General Infill

As of June 2020, a total 168,600 residential land parcels within the established urban area of Metropolitan Adelaide were identified as satisfying current Development Plan criteria for land division.

Analysis undertaken as part of the LSR identified that not all of these allotments were likely to be developed in the short to medium term, if at all. Residential allotments which had a Capital to Site Value (CSV)[4] ratio less than, or equal to, 1.8 were considered the most likely to be developed in the short to medium term.

Applying this 'filter' there are a total 139,700 residentially zoned allotments with development potential, as shown in Table 2, with a regional breakdown provided in Appendix 5. Of this, only a portion will realistically be developed over time, therefore a discount has been applied. As a result there is an estimated potential supply of 68,200 additional residential allotments which could be developed over the next 15 years to accommodate housing growth.

Table 2: General Infill Land Supply, Greater Adelaide Planning Region, June 2020

	Developable Parcels	Maximum Net Yield	Discounted Yield
CSV <=1.3	67,400	112,800	45,100
CSV >1.3 >=1.8	72,300	115,500	23,100
TOTAL	**139,700**	**228,300**	**68,200**

3 A sub-regional breakdown of the total number is provided in Appendix 4.
4 Capital to Site Value (CSV) ratio is a figure which compares the values of a sites assets (i.e. dwelling) with the value of the land

4.1.3 Strategic Infill

As of June 2020, strategic infill development within Metropolitan Adelaide had an estimated capacity to accommodate an additional 67,700 residential allotments. This figure is spread across three sub-categories, as identified in Table 3, with a regional breakdown provided in Appendix 6.

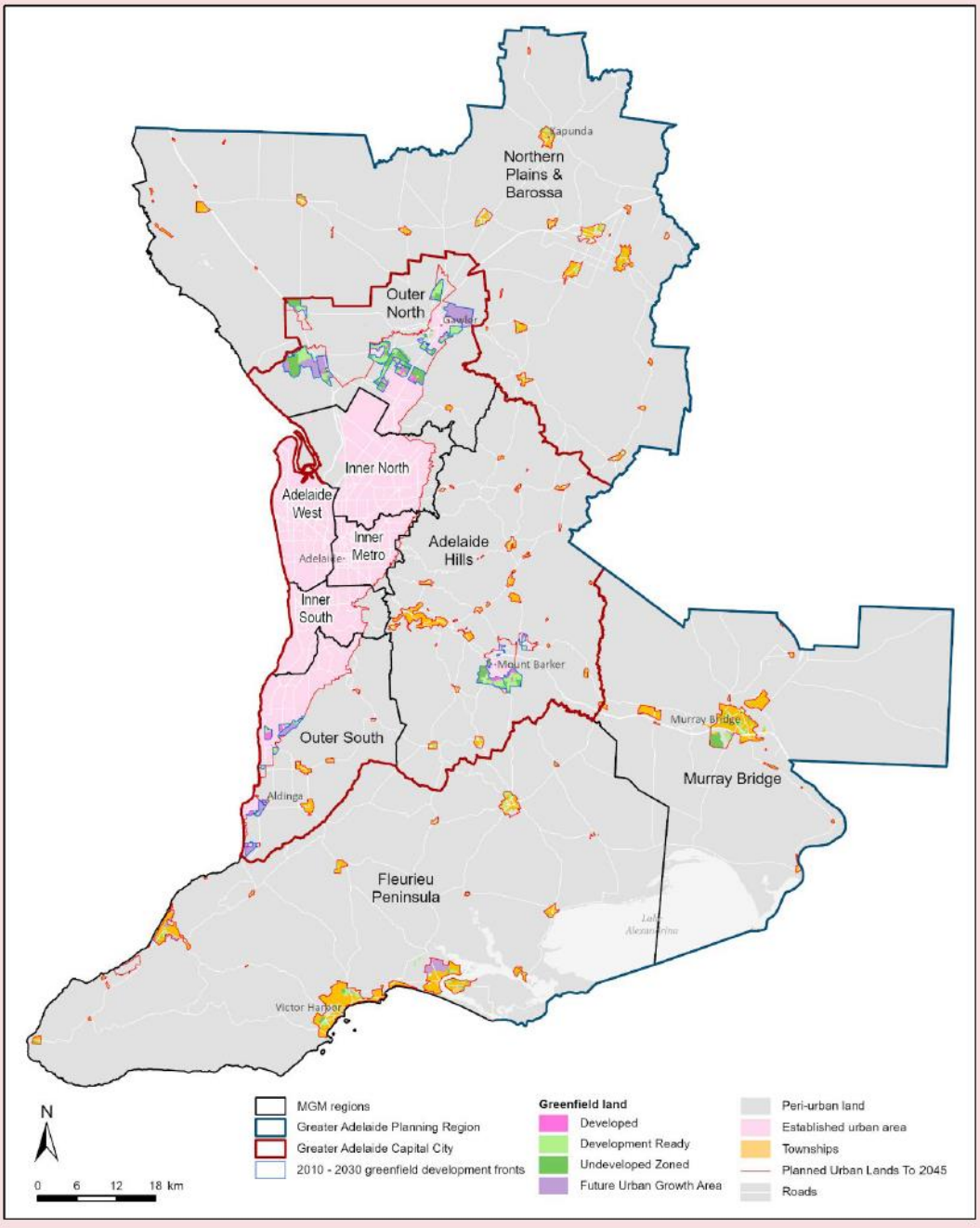
Table 3: Strategic Infill Land Supply

TYPE OF STRATEGIC INFILL	ESTIMATED SUPPLY
Strategic Sites	41,900
Urban Corridor Zones	15,800*
Capital City Zone	10,000*
TOTAL	**67,700**

*Estimated totals

It is important to note that strategic infill sites are capable of accommodating a larger number of allotments should market demand drive it. This is particularly the case within the Urban Corridor and the Capital City zones.

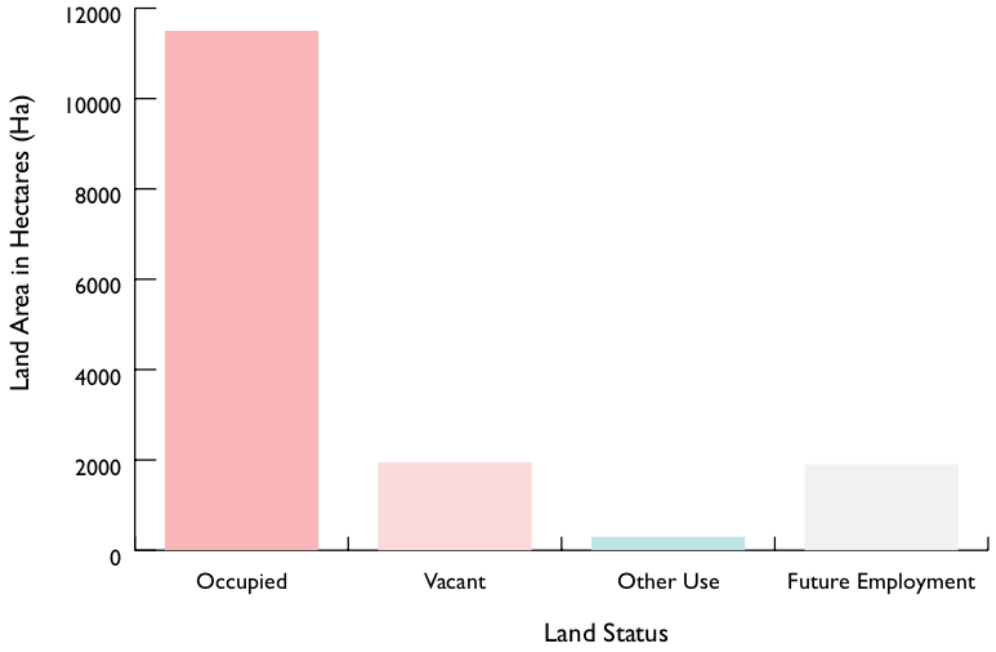
Figure 5: Residential Land Supply, Greater Adelaide Planning Region, June 2020



4.2 Employment Land Supply

As of June 2020, the Greater Adelaide Planning Region (GAPR) accommodated a total 15,500 hectares of zoned (or identified) employment land, as illustrated in Figure 7. Of this, a total 1,900 hectares of land remained vacant, and a further 1,800 hectares was identified as being available for future employment (industrial) use[5], as illustrated in Figure 6 in addition to a regional overview which is provided in Appendix 7.

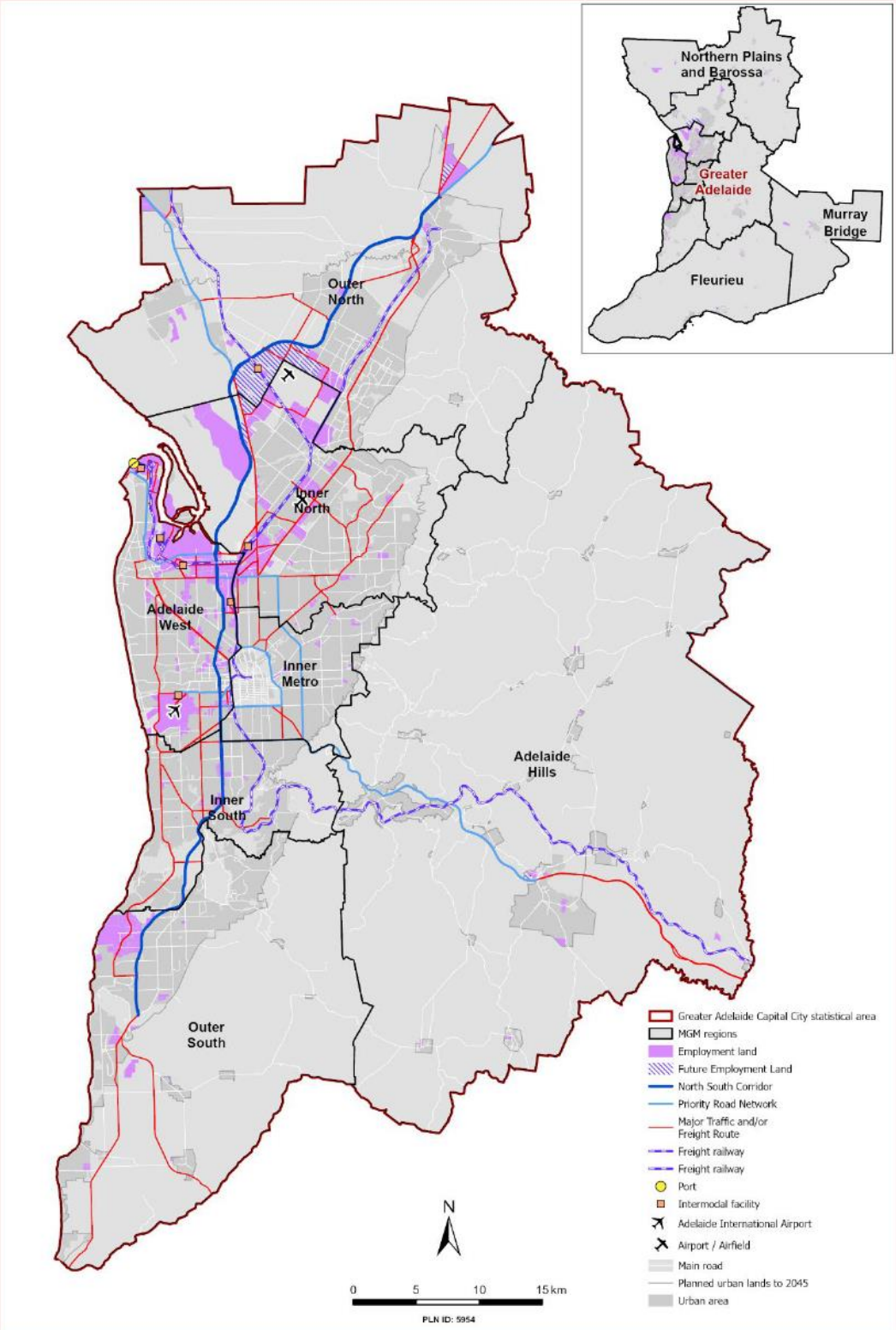
Figure 6: Employment Land Supply Status, June 2020



It is important to note that vacant land for the purpose of this report does not include vacant buildings or underutilised sites.

5 Identified within the 30 Year Plan for Greater Adelaide – 2017 Update

Figure 7: Employment Land Supply, Greater Adelaide Planning Region, June 2020



5.0 PROJECTED POPULATION GROWTH, 2021-2036

Population Projections for South Australia and Regions, 2016-2041[6] (population projections) were published by the Department of Planning, Transport and Infrastructure (DPTI) in May 2019. These projections are based on data obtained from the 2016 ABS Census of population and housing[7], and assumptions about the growth components (overseas migration, interstate migration and natural increase). This information was then used to project a low, medium and high growth scenario for the State and its regions to 2041.

Under a medium growth scenario, as shown in Table 4, the GAPR is estimated to accommodate an additional 197,500 persons, at an average annual increase of 13,200 persons. Under a high growth scenario it is projected 295,000 additional persons will need to be accommodated within the region.

Table 4: Projected Population for GAPR, 2021-2036[8]

GROWTH SCENARIO	TOTAL INCREASE 2021 - 2036	AVERAGE ANNUAL INCREASE
Medium	197,500	13,200
High	295,000	19,700

6.0 ESTIMATED DEMAND, 2021-2036

This section identifies estimated requirement for both residential and employment land over the next 15 years under both a medium and high population growth scenario. This will be used to align with identified supply to determine whether there is adequate provision of land to accommodate housing and employment growth over the long term, being at least 15 years.

6.1 Estimated Dwelling Requirement, 2021-2036

The estimated dwelling requirement is calculated by dividing the projected population for a region by the average household size[9], as illustrated in Figure 8.

Figure 8: Estimated dwelling requirement methodology



6 https://dpti.sa.gov.au/__data/assets/pdf_file/0008/563813/Population_Projections_for_South_Australia_and_Regions_2016-41_-_May_2019.pdf

7 Detailed methodology outlined within the *Population Projections for South Australia and Regions 2016-2041*, May 2019

8 Population projections at a regional level are provide in Appendix 2 of this report.

9 Average household size is calculated using the 2016 ABS Census data for each region.

Applying this method it is estimated between 94,500 (medium) dwellings and 135,000 (high) dwellings will be required to support growth over the next 15 years, as shown in Table 5 and further detailed in Appendix 3 of this report.

Table 5: Estimated Dwelling Requirement for GAPR, 2021-2036

GROWTH SCENARIO	PROJECTED DWELLING REQUIREMENT 2021-36	AVERAGE ANNUAL INCREASE
Medium	94,500	6,300
High	135,000	9,000

6.2 Estimated Requirement for Vacant Employment Land, 2021-2036

The requirement for vacant employment land over the next 15 years has been calculated by using the historical consumption rates identified in Section 4.0, noting there is both a pre and post GFC figure. Using this method, it is estimated the requirement for vacant employment land will range between 950ha (medium) and 1,650ha (high), as shown in Table 6.

Table 6: Estimated Requirement for Vacant Employment Land in GAPR, 2021-2036

GROWTH SCENARIO	METHOD OF CALCULATION	ESTIMATED REQUIREMENT
Medium	10 year consumption rate recorded between 2008 and 2018 (630ha); PLUS Half the 10 year consumption rate (315ha)	**945ha**
High	The pre-GFC (2002-2008) consumption rate (110ha per annum) projected over 15 years.	**1,650ha**

7.0 SUPPLY AND DEMAND SUMMARY

This section of the report seeks to compare the identified land supply with projected demand. This will determine whether there is adequate provision of land to accommodate housing and employment growth over the longer term, being at least 15 years.

7.1 Residential Land Supply Summary

As identified in Section 4.1 of this report, it is estimated that land contained within the GAPR has an estimated potential to provide an additional 265,000 allotments. As illustrated in Table 7, this supply would adequately meet the estimated dwelling demand over the next 15 years for both a medium and high growth scenario.

Table 7: Residential Land Demand vs Supply, 2021-2036 (15 year supply)

	LAND SUPPLY	ESTIMATED DWELLING REQUIREMENT 2021-2036	DEMAND & SUPPLY ALIGNMENT
Medium Growth	265,000	94,500	15+ years
High Growth	265,000	135,000	15+ years

7.2 Employment Land Supply Summary

As identified in Section 4.2 of this report, as of June 2020 there was an estimated 1,900 hectares of zoned vacant employment land and 1,800 hectares of identified future employment land within the GAPR. As illustrated in Table 8, this supply would adequately meet the estimated demand for employment land over the next 15 years for both a medium and high growth scenario.

Table 8: Employment Land Demand vs Supply, 2021-2036 (15 year supply)

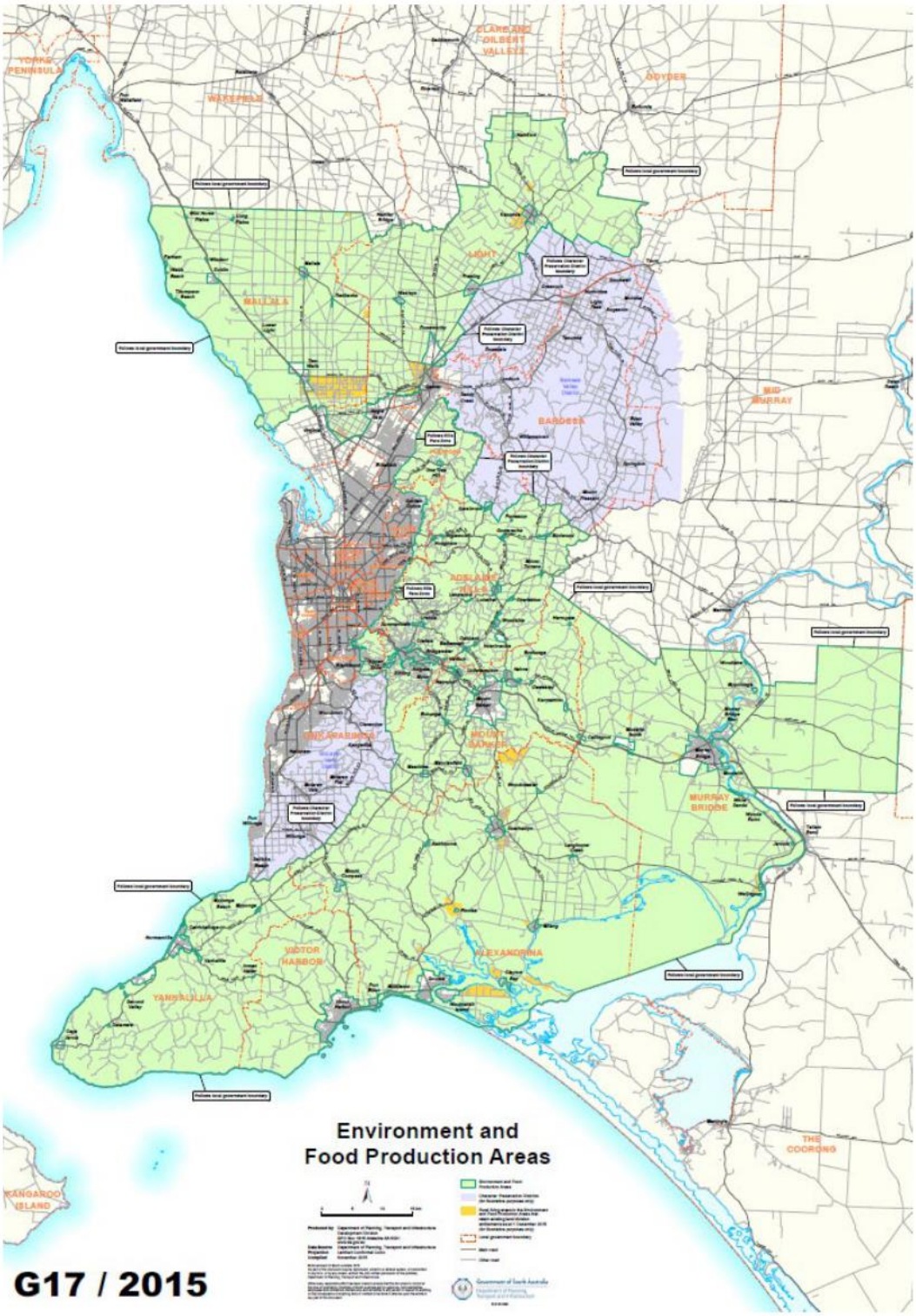
	ZONED LAND SUPPLY (June 2020)	FUTURE LAND SUPPLY (June 2020)	VACANT LAND REQUIREMENT 2021-2036	DEMAND & SUPPLY ALIGNMENT
Medium Growth	1,900 ha	1,800 ha	950 ha	15+ years
High Growth	1,900 ha	1,800 ha	1,400 ha	15+ years

8.0 CONCLUSION

In conclusion, the Act requires that adequate provision be made within the Greater Adelaide Planning Region to accommodate both housing and employment growth for a period of at least 15 years.

This report demonstrates that based on identified land supply, projected population growth and estimated land requirements, there is an adequate provision of land to accommodate housing and employment growth over the next 15 years.

Appendix 1: Environment and Food Production Areas, GRO Plan 17/2015



21

Appendix 2: Population Projections by Region, 2021-2036

REGION	MEDIUM	HIGH
Outer North	40,500	58,200
Inner North	36,300	45,600
Adelaide West	34,100	53,200
Inner Metro	25,200	46,400
Inner South	15,800	24,100
Outer South	17,900	26,300
Adelaide Hills	9,700	13,100
GREATER ADELAIDE CAPITAL CITY (GACC)	179,500	266,900
Fleurieu Peninsula	10,400	13,500
Murray Bridge	3,100	5,700
Northern Plains & Barossa	4,500	8,500
PERI-URBAN AREA	18,000	27,700
TOTAL	197,500	294,600

Appendix 3: Estimated Dwelling Requirement by Region, 2021-2036

REGION	MEDIUM	HIGH
Outer North	18,300	25,300
Inner North	17,100	20,600
Adelaide West	16,700	24,500
Inner Metro	12,400	22,000
Inner South	7,100	10,500
Outer South	8,600	11,900
Adelaide Hills	4,600	6,200
GREATER ADELAIDE CAPITAL CITY (GACC)	84,800	121,000
Fleurieu Peninsula	6,200	7,800
Murray Bridge	1,500	2,600
Northern Plains & Barossa	1,800	3,500
PERI-URBAN AREA	9,500	13,900
TOTAL	94,300	134,900

Appendix 4: Greenfield and Township Land Supply by Region, June 2020

REGION	DEVELOPMENT READY	UNDEVELOPED ZONED	FUTURE URBAN GROWTH	TOTAL	VACANT LOTS (June 2020)
Outer North	12,400	33,900 *	20,100 *	66,400 *	1,300
Outer South	1,800	2,400 *	4,900 *	9,100 *	600
Adelaide Hills	4,400	8,600 *	400 *	13,400 *	1,200
Fleurieu	2,100	5,400 *	13,800 *	21,300 *	2,400
Murray Bridge	500	5,800 *	4,400 *	10,700 *	400
Northern Plains & Barossa	1,200	3,500 *	400 *	5,100 *	1,000
TOTAL	22,400	59,600 *	44,000 *	126,000*	6,900

Attachment 2

Appendix 5: General Infill Land Supply by Region, June 2020

REGION	DEVELOPABLE PARCELS	THEORETICAL MAXIMUM YIELD	REALISTIC (DISCOUNTED) POTENTIAL [10]
Outer North	12,520	26,980	4,434
CSV <=1.3	837	2,836	1,134
CSV >1.3 <=1.8	7,687	16,504	3,300
CSV >1.8	3,996	7,640	-
Inner North	51,870	97,835	28,285
CSV <=1.3	24,873	50,903	20,361
CSV >1.3 <=1.8	22,858	39,621	7,924
CSV >1.8	4,139	7,311	-
Outer South	38,190	61,998	9,563
CSV <=1.3	2,756	6,212	2,485
CSV >1.3 <=1.8	21,999	35,389	7,078
CSV >1.8	13,435	20,397	-
Inner South	17,220	22,652	5,683
CSV <=1.3	7,721	10,840	4,336
CSV >1.3 <=1.8	5,869	6,734	1,347
CSV >1.8	3,630	5,078	-
Inner Metro	19,058	26,226	8,798
CSV <=1.3	13,169	18,958	7,583
CSV >1.3 <=1.8	4,872	6,075	1,215
CSV >1.8	1,017	1,193	-
Adelaide West	28,041	34,220	11,100
CSV <=1.3	17,998	22,862	9,145
CSV >1.3 <=1.8	8,507	9,775	1,955
CSV >1.8	1,536	1,583	-
Adelaide Hills	1,725	3,964	359
CSV <=1.3	12	198	79
CSV >1.3 <=1.8	529	1,401	280
CSV >1.8	1,184	2,365	-
TOTAL	168,624	273,875	68,222

10 For parcels with a CSV Ratio of <=1.3 the maximum theoretical net dwelling yield has been discounted by 60%, this resultant figure has then been included as the 'realistic' supply. A discount of 80% has been applied to the maximum theoretical yield from parcels with a CSV Ratio of >1.3 to <=1.8. Land parcels with a CSV Ratio greater than 1.8 have not been counted towards the realistic potential. This is based on analysis contained within the LSR which indicates these allotments are unlikely to be developed in the short to medium term.

Appendix 6: Strategic Infill Land Supply by Region, June 2020

REGION	TOTAL
Inner North	12,400
Outer South	2,100
Inner South	4,700
Inner Metro	28,200
Adelaide West	20,000
Adelaide Hills	300
TOTAL	67,700

Appendix 7: Employment Land Supply by Region, June 2020

REGION	VACANT	OCCUPIED	OTHER USE	FUTURE	TOTAL
Outer North	151	1,238	170	1,732	3,291
Inner North	486	3,105	0	90	3,681
Outer South	331	808	0	0	1,139
Inner South	8	242	0	0	250
Adelaide West	797	3,441	203	0	4,441
Inner Metro	4	112	0	0	116
Adelaide Hills	21	179	0	0	200
Fleurieu	25	362	0	0	324
Northern Plains & Barossa	37	1,333	0	0	1,370
Murray Bridge	73	591	0	0	664
TOTAL	1,933	11,411	373	1,822	15,539



plan.sa.gov.au
PlanSA@sa.gov.au
PlanSA Service Desk on **1800 752 664**

Item 13.4

REPORT FOR	COUNCIL MEETING
MEETING DATE	27 JULY 2021

RECORD NO:	D21/50907
REPORT OF:	ASSETS & ENVIRONMENT
TITLE:	KAURNA CULTURAL HERITAGE RECOGNITION FOR DRY CREEK

PURPOSE

To provide Council with the opportunity to consider a Kaurna Welcome to Country and Smoking Ceremony before works commence on Dry Creek, Modbury and Modbury North.

RECOMMENDATION

That Council **authorises Council's Chief Executive Officer to arrange a Kaurna Welcome** to Country and Smoking Ceremony for Dry Creek, Modbury or Modbury North prior to any works commencing on site and for it to be held, preferably on a weekend day.

1. BACKGROUND

The first step in creating the *Dry Creek Corridor Biodiversity Plan 2021* was to engage Kaurna on the cultural significance of the area and form working relationships into the future with all related works. The Dry Creek Biodiversity Plan which was endorsed by Council on 22 June 2021 adds value to the *Dry Creek Corridor Precinct Master Plan* with evidence based direction to maximize benefits to the community, biodiversity and the identification, management and promotion of Aboriginal cultural heritage values.

A meeting with Merle Simpson (Green Adelaide Senior Kaurna Traditional Owner), Michael Field (Green Adelaide), David Mott (Integrated Heritage Services (HIS)), Ms Sabine Koolen council's Technical Officer - Biodiversity and Michael Sneyd Team Leader - Biodiversity was held on 16 December 2021. This was followed by a Kaurna site inspection of the corridor with the same stakeholders and the inclusion of Mr Jeffrey Newchurch (Senior Kaurna Traditional Owner).

IHS provided a short report to capture the consultation. In the *IHS Short Report ' City of Tea Tree Gully Biodiversity Plan Aboriginal Heritage Inspection, Dry Creek',* there are five main areas of interest highlighted for educational and interpretive opportunities. These areas are generally characterised by good access to public entry points and have a balance of natural landscape features and open space suitable for significant enhancements.

For the City of Tea Tree Gully to form genuine relationships with the Kaurna Peoples and recognise their connections to Country is not only an act of respect, but a way forward to build greater environmental values and a healthy sense of identity for the wider community. We have learnt that simple transactional relationships are short-lived and lack the depth required for positive growth.

In 2010 Karl Telfer (Kaurna Traditional Owner) led a Welcome to Country and Smoking Ceremony in Civic Park to unveil the Reconciliation Feature Garden following Kevin Rudd's apology to Aboriginal People in 2008. This, and other services provided by Karl have great meaning and purpose to Kaurna. The Welcome to Country both acknowledges the true bloodline of this area and demonstrates the way Kaurna believe in sharing this land and respecting each and every one here. A Smoking Ceremony pays tribute to the natural elements, ancestral connections and is a ritual cleansing of bad spirits and/or energies.

Council's Chief Executive Officer has spoken of an enlightening experience, witnessing a Welcome to Country and Smoking Ceremony at the ECH major development site on Smart Road prior to construction commencing. This prompted a conversation with Michael Sneyd who has helped facilitate seven Kaurna Welcome to Country and Smoking Ceremonies within the Council area over the past year.

The services undertaken recently have benefited from some funding support from partnering agencies such as Green Adelaide and have included:
Four 'Our big back Yard' events, NAIDOC and Reconciliation art work launch, community planting events held at River Torrens Linear Park and Greenway Reserve, Surrey Downs.

It was decided that staff investigate, via the Kaurna relationships, if Dry Creek in Modbury was a suitable site to facilitate a Welcome to Country and Smoking Ceremony to initiate the works for the Dry Creek Corridor Project given the work already undertaken in discussions with Kaurna representatives and Council staff.

2. DISCUSSION

The Right Process

Council staff (Michael Sneyd) have contacts with Kaurna people who can provide these services, however the first point of call must be to a Senior Kaurna Traditional Owner. Given that Mr Jeffrey Newchurch has been involved with the IHS report for the Dry Creek Corridor he was the first to be consulted. Jeffrey was supportive of the idea of a formal Kaurna Welcoming to Country and Smoking Ceremony. He recommended Jack Buckskin (Kaurna Traditional Owner) as an appropriate person to deliver a Welcome to Country and Smoking Ceremony. Another Kaurna Traditional Owner, Robert Taylor who works with Jack would also be suitable should Jack be unavailable. Michael Sneyd contacted Jack and has received a pricing list of services (Attachment 1).

The Right Site

Out of the five areas of interest for Kaurna in the public IHS report, two of these locations are directly adjacent to the proposed inclusive playground for Edinburgh Reserve. With the natural character of red-gum canopy over the meandering watercourse and habitat provided by the constructed wetland, this space offers elements of interpretation and education opportunities for the future.

What makes this space more appropriate than other similar spaces in the corridor is the inclusive playground proposed. There is a lot of opportunity to reach a broad spectrum of the community in this space with greater access and facilities to come. Kaurna culture values inclusiveness and their spiritual connection to the landscape also encompasses the importance of influencing youth for the longevity of the natural environment.

Works are set to commence later in 2021 so it would be preferable to ensure we can undertake the proposed ceremony prior to any works commencing on site.

Other sites to be considered include Solandra Reserve and Fairleigh Reserve, both in Modbury North. Fairleigh Reserves offers an ideal open space close to current nearby car parking at Karadinga and Council offices and has significance to Kaurna people.

The Appropriate Service

There are many services available on Jack Buckskin's costing list. For this kind of occasion the breakdown goes as small as a Welcome to Country only without any traditional dress or body-paint and ranges through to some Cleansing Ceremonies and performances with the highest cost for this kind of service being the full Smoking Ceremony of Place and Participants with Welcome to Country and cultural performance.

Given the importance of the site, it is recommended that council support a full ceremony (including traditional dress and body-paint) with costs expected to be in the order of $2,200.

3. FINANCIAL

A range of pricing options is provided in Attachment 1 and costs associated with the recommended Welcome to Country and Smoking Ceremony would be $2,200 (excluding GST) which could be funded from the overall project Budget of $1.35m as set out in Council's Annual Business Plan for FY 2021-22.

4. STRATEGIC OBJECTIVES

Strategic Plan

The following strategic objectives in Council's Strategic Plan 2025 are the most relevant to this report:

Objective	Comments
Community	
People feel a sense of belonging, inclusion and connection with the City and the community	This is a space about inclusion and holding a culturally connective event enhances this more-so.
Diversity is welcome and celebrated	Kaurna welcomes all. Formally in this case.
Our services are accessible to all and respond to changing community needs	Perfectly themed for this event.
Environment	
Environmentally valuable places and sites that are flourishing and well cared for	A cultural ceremony in a natural corridor helping connect the community to nature.

A community that is protected from public and environmental health risks	A fundamental step in this direction.
Economy	
Modbury Precinct is revitalised as the city's key activity	A cleansing ceremony in Modbury Precinct. Aids ongoing works with Kaurna within the precinct.
Places	
Streets, paths, open spaces and parks are appealing, safe and accessible	A focus for this area.
Opportunities exist to express and experience art and culture	The proposed ceremony will provide this opportunity
Leadership	
Leadership and advocacy is focused on the long term interests of the community	Yes both for Kaurna relations and The City of Tea Tree Gully.
Customer service provides a positive experience for people and is based on honesty and transparency	It's always a positive customer experience when a traditional land owner welcomes us to place.
Planning considers current and future community needs	Kaurna relationship building
Delivery of services is sustainable and adaptable	Yes
Decision making is informed, based on evidence and is consistent	Yes, under guidance of Senior Kaurna Traditional Owner

5. RISK – IDENTIFICATION AND MITIGATION

a) It is of upmost importance that engagement with the appropriate Kaurna representatives is made. Failing to do so can damage relations with Kaurna resulting in reputational risk to Council. Michael Sneyd has already made contact with Mr Jeffrey Newchurch in the first instance and followed Jeffrey's direction from there.

b) Weather influences. This time of year will not pose a fire risk, however wet weather may require shelter to be provided.

c) Jack Buckskin and/or Robert Taylor as recommended by Jeffrey Newchurch may not be available for our desired timeframe. If so, council staff will negotiate preferred alternatives from a Kaurna perspective.

6. ACCESS AND INCLUSION

Considering this site is to have an inclusive playground, the likelihood of disability access being required is high for the event. Safe access points and thoroughfare will be determined for inclusion.

7. SOCIAL AND COMMUNITY IMPACT

The provision of the proposed ceremony will provide the community with a positive social and cultural experience and act as point in time marker for the community to recognise the benefits that this site, improvement projects and the broader Dry Creek Corridor will provide into the future as a meeting place for all people.

8. ENVIRONMENTAL

This area is highly valued for its current environmental qualities which will be enhanced by the proposed projects for this area. This approach has been supported by Kaurna elders.

9. ASSETS

N/A for this proposal

10. PEOPLE AND WORK PLANS

This project can be delivered by Council staff under their current work programs.

11. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Elected Members, local residents and staff involved in the project will be invited to attend. Other relevant funding partner agencies and political representatives will also be invited.

12. COMMUNICATIONS OF COUNCIL DECISION

If supported, the ceremony will be promoted via a range of council's channels.

13. INTERNAL REPORT CONSULTATION

The following staff have been included in the consultation process in the preparation of this Report.

Name	Position	Consulted about
Victoria Masterman	Team Leader Planning Strategy	Project
Elissa Graves	Manager Customer and Communications	Events
Ryan McMahon	Director Organisational Services and Excellence	All
Rebecca Baines	Team Leader Financial Accounting	Finance
Ingrid Wilkshire	Manager City Strategy	Strategic Plan
Kelly Morris	Senior Community Projects Officer	Reconciliation

Attachments

1. ⇩ Kuma Kaaru Information and Fees 2021 - Kaurna services 131

Report Authorisers

Michael Sneyd Team Leader Biodiversity	8397 7444
Andrew Sellars Manager Parks	8265 8607
Thornton Harfield Director Assets and Environment	8397 7283

Kuma Kaaru Cultural Services Pty Ltd

Information and Price Guide



Performances

	Price (*not including GST*)
Welcome to Country ➢ 3-5 minutes	**$380**
Welcome to Country – *traditional clothes* ➢ 3-5 minutes ➢ Male or Female ➢ Traditional Dress	**$430**
Welcome to Country & Didgeridoo Performance – *plain clothes* ➢ 5-15 minutes	**$560**
Welcome to Country & Didgeridoo Performance – *traditional clothes* ➢ 5 to 15 minutes	**$660**
Welcome to Country & Cleansing Ceremony ➢ Welcome & Cleansing of guests and/or place with song/chant/didgeridoo – traditional clothes (on request) 5-15 minutes	**$1000**
Welcome to Country & Dance Performance ➢ Welcome & Dance Performance with song & didgeridoo – traditional clothes (multiple performers) 10-20 minutes	**$1500**
Welcome to Country & Smoking Ceremony ➢ Welcome & Cleansing of guests and/or place with song/chant/didgeridoo – traditional clothes (multiple performers) – 15-25 minutes	**$2200**

*** Please note all Performance time can be varied*

Services

	Price (*not including GST*)
Cultural Awareness ➢ Cultural Awareness training for up to 25 People- 1-3 hours *(please note group numbers can be negotiated)* ➢ Land and Diversity, Kinship and Responsibilities, Death and Dying Processes (traditional and contemporary), Spirituality and the spirit world, Colonisation history and timeline, Statistics of Aboriginal people today	**$1750**
RAP Development ➢ RAP Development ➢ RAP Review ➢ Overview Attached	**TBA**
Consultancy ➢ Aboriginal Business Procurement ➢ Engagement & working with Aboriginal people – Strategies & Policies ➢ Cultural Safety; creating a safe working environment for Aboriginal employees ➢ Language & Cultural Consultation	**TBA**

Cultural Presentation/Guest Speaker

30 Minutes **$300** One Hour **$500**

- Language
- History
- Entrepreneurship
- Mentoring
- Identity & Cultural Talks
- Identity & Aboriginality
- Concept of Colour; How Black is Aboriginal
- Aboriginal Procurement
- Racism & Reconciliation
- Growing up Aboriginal and the Challenges we faced

Filming/Recording **TBA**

- To be charged at the service rate plus the negotiated Licensing agreement cost

Cultural Tours **$600**

- Adelaide City Tour
- Botanical Garden
- Mt Lofty

MC **$180p/h**

- Master of Ceremony

Workshops (TBA)

Price ***not including GST***
Including Materials

One Hour **$300** Half Day **$700**
Two Hour **$500** Full Day **$1200**

- Language
- Dance
- Boomerang/Spear Throwing Demonstration
- Boomerang Making
- Artefact Making
- Grass Skirt Making
- Kaurna Shield *cut on site and Kuma Kaaru to retain Shield* **$700**
  cut on site and retain Shield **$2000**

Additional Information

- Cultural Awareness is a structured presentation, we offer add on workshops/presentations from the topics listed in Cultural Presentation/Guest Speaker as well as the Workshop categories.
- Please contact us if you wish to customise your Cultural Learning.

Please note prices may vary depending on times and locations, particularly if outside metropolitan Adelaide.

Kuma Kaaru also requests if a booking is sought outside the Kaurna Yarta (Land) Boundaries, the appropriate permissions are sought from the Traditional Elders/Custodians of the Land on which the service/performance will take place.

***Bookings cancelled within 24 hours of the confirmed service will incur a cancellation fee equivalent to the full cost of the booked service. Bookings cancelled more than 24 hours before the confirmed service, but less than 3 days before the confirmed service will incur a cancellation fee equivalent to 50% of the booked service fee.*

REPORT FOR	COUNCIL MEETING
MEETING DATE	27 JULY 2021

RECORD NO:	D21/48140
REPORT OF:	ORGANISATIONAL SERVICES & EXCELLENCE
TITLE:	MODBURY SPORTING CLUB - PROPOSED FACILITY UPGRADE

PURPOSE

To provide Council with the opportunity to consider proposed upgrades to the Modbury Sporting Club, Ridgehaven and support an application for external grant funding to contribute towards the project.

RECOMMENDATION

That Council, having considered the report titled "Modbury Sporting Club – Proposed **Facility Upgrade' and dated 27 July 2021, based on preliminary cost estimates:**

1. **Supports the proposed upgrade Option …….. at** the Modbury Sporting Club, Ridgehaven as set out in the abovementioned report.

2. Requests a Prudential Report be prepared for the proposed concept plan for the redevelopment of the facility occupied by Modbury Sporting Club and in accordance with Coun**cil's Prudential Management Policy, which is to be** presented to Council.

3. **Delegates the authority to Council's Chief Executive Officer and Director** Organisational Services & Excellence, in accordance with section 44 of the Local Government Act 1999, to appoint a person, believed to be suitably qualified under section 48(4) of the Local Government Act 1999, to undertake this prudential review.

4. Supports a grant funding submission of up to 50% being considered for this project as part of the report titl**ed "Grant opportunities" which is included on** the same Council meeting agenda on 27 July 2021.

5. Supports the principle of a financial contribution from Council towards the project with the amount to be further considered by Council once the outcome of the external grant funding submission is known and any cost estimates further clarified.

6. Notes the already confirmed financial contribution of $75k from the Modbury Sporting Club as per the Council resolution dated 11 May 2021 from the report **titled "Sp**orts Field Floodlighting **– Modbury Sports and Community Club".**

1. BACKGROUND

Modbury Sporting Club Incorporated (also referred to as Modbury Sports and Community Club Inc.) was established in 1862 and is the second oldest club in the state and the sixth oldest club in the country. Modbury Sporting Club (MSC) comprises of the Modbury Football Club and the Modbury Cricket Club and has been located at its current location, Modbury Oval, Ridgehaven, since 1966. MSC hold a lease over the clubroom facility and a licence over the oval (refer Attachment 1).

MSC has members playing cricket and football in senior, junior, male and female competitions. Modbury Football Club is part of the Adelaide Football League with five senior football teams including one female team competing in the 2021 winter season. There are 22 junior teams registered in the SANFL junior competition with 20% of the registered junior football players being female.

The Modbury Cricket Club is affiliated with the Adelaide Turf Cricket Association with seven junior and four senior teams.

Overall the MSC has over 700 players and members across sporting and social entities.

MSC has been formally liaising with Council staff since 2020 for a facility upgrade due to ageing infrastructure and non-compliant facilities. Modbury Football Club has seen substantial growth with a 29% increase in junior player registrations and 375% increase in female player registration over the last five years and require adequate and compliant facilities to cater for future growth.

At its meeting dated 11 May 2021, Council resolved the following in the report titled "*Building concept plan - Modbury Sports and Community Club*":

1. *That Council investigates the installation of four compliant and inclusive change-rooms, new or upgraded toilets to the upper level of the club room and including a Disability Discrimination Act compliant toilet facility, internal access provisions between the two floors of the clubroom, a compliant canteen / barbecue facility, expanded undercover viewing area, and playground structure at the Modbury Sports and Community Club Inc., and that a sum of $15,000 be included in the 2020-2021 Financial Year Budget to obtain a concept design and costing estimate, which will inform the future construction budget required to install the amenities.*

2. *That a report be presented back to Council for consideration no later than July 2021.*

At the same meeting dated 11 May 2021, Council also resolved the following in the report titled "*Sports field floodlighting - Modbury Sports and Community Club*":

1. *That Council supports an upgrade to the sports field floodlighting at Modbury Oval and allocates a sum of $100,000 in the 2021-2022 Financial Year Capital works budget.*

2. *That the Chief Executive Officer be authorised to request a financial contribution of up to 50% of the project cost from Dr Richard Harvey, Member for Newland and Mr Tony Zappia MP, Member for Makin.*

3. *That Council requests a contribution towards the floodlighting upgrade from Modbury Sports and Community Club Incorporated.*

4. *The Chief Executive Officer be authorised to provide a letter of support to Modbury Sports and Community Club Incorporated, if required, confirming that Council is prepared to be guarantor for a loan to the club up to the sum of $75,000.*

A letter was sent to Dr Richard Harvey, Member for Newland requesting a financial contribution from the State Government of $150k towards the sports field floodlighting upgrade. A response from Dr Harvey was received in June 2021 encouraging Council to apply for a grant through the Office for Recreation, Sport and Racing *Infrastructure Projects* grant program.

The current Infrastructure *Projects* grant program opened on 5 June 2021 and closes on the 4 August 2021.

This report provides Council with the opportunity to consider four building concept designs obtained, as well as the opportunity to submit a grant application to the Office for Recreation, Sport and Racing incorporating both the sports field floodlighting (previously considered by Council) and club room facility upgrades, to ensure a whole of site upgrade approach is achieved. The combination of both projects into one grant submission will realise greater participation outcomes, which is a key focus of the grant program.

2. DISCUSSION

Modbury Sporting Club has requested the upgrade to change room amenities, toilet amenities, including a DDA toilet amenity and canteen/BBQ stating that the current amenities are inadequate to support the Club's membership base. The requirement for inclusive female and grassroots change room amenities has also been raised with the MSC through the South Australian National Football League (SANFL), South Australian Cricket Association (SACA) State Sporting strategies.

In response to the Council resolution dated 11 May 2021 in the report titled "*Building concept plan - Modbury Sports and Community Club*", Council staff engaged *Stallard Meek Flightpath Architects* to develop four building concept plans (refer Attachment 2) and estimated costings by Chris Sale Consulting (refer Attachment 3).

The four building concept plan options and estimated costings are described below in no preference order.

Option A: Refurbishment of Existing

Option A includes refurbishing the existing lower level function room and extension to construct four new inclusive change rooms, incorporating shower and toilet amenities and a change room area. The inclusion of an umpire room entails refurbishing the existing toilet amenities space that services the function room.

The existing commercial kitchen would be demolished with the removal of the lower floor function room and be constructed on the upper level in conjunction with the clubs kiosk/canteen.

Option A includes the installation of a lift and an upgraded compliant stair case as well as a DDA compliant toilet on the upper level and refurbished male and female toilet amenities.

In lieu of removing the lower level function space, an extension of the members lounge has been designed with the inclusion of a room divider allowing the club to utilise the members lounge while hiring out the extended main hall space.

Option B - Refurbishment of Existing and Stand-alone Change Rooms

Option B includes increasing the existing floor print to enable the construction of four inclusive change rooms to the side of the current clubroom which allows the existing function room to remain as is. This concept includes the required umpires room of 20m2 and medical/strapping room.

The upper level incorporates a new canteen enabling the outside depilated canteen/BBQ area to be removed. Option B includes a new DDA compliant toilet facility, an upgrade to the existing toilet amenities and an extension to the existing members lounge. The inclusion of a lift allows access from the ground floor to the upper level.

Option C – New Build

Option C proposes a new build incorporating four inclusive change rooms and associated amenities on the ground floor. A kiosk/canteen and public amenities has been included on the ground floor.

Level 1 incorporates a function space and mentions lounge, both 202 m2, toilet amenities including a DDA compliant access toilet.

A joint kitchen and bar are included for shared use between the function room and members lounge. A viewing deck has been incorporated into concept C of 99m2.

Option D – Amended New build

At the time of writing this reporting Option D was still to be received in final form, however will be submitted prior to the Council meeting for review and consideration.

Option D is similar in design to Option C however with an amended upper floor layout of the kitchen and bar area allowing for greater open space of the club room function area.

The change room and umpire rooms in Option D are designed to meet minimum standards as per the SANFL and SACA facility guidelines.

Summary of SACA and SANFL Guidelines

South Australian National Football League (SANFL), South Australian Cricket Association (SACA) facility guidelines, as the State Sporting Bodies, are considered best practice in enabling use by male and female, junior and senior participants. The guidelines recommend refurbishing existing amenities to cater for greater flexibility in use, removing urinals and open showers and replacing with toilet and shower cubicles that support privacy.

The following details the preferred minimum standards for local level competition:

Facility	SACA (preferred min)	SANFL (preferred min)
Player amenities (toilets/showers)	15 - 20m² x2	25m² x2
Number of showers	3 x showers per amenity	3 x showers per amenity
Number of pan toilets	3 x toilets per amenity	3 x toilets per amenity
Player change rooms	20 – 30m² x2	45 - 55m² x2
Umpires rooms (inc. toilets/showers)	15m²	20 - 25m²

All four proposed concept designs for the change room upgrade meets the minimum standards detailed above, and incorporates a whole of site approach to achieve inclusive and accessible facilities for the MSC and its members.

SACA Guidelines

In October 2019, SACA released the '*South Australian Cricket Infrastructure Strategy 2019 – 2029* which highlighted four key infrastructure pillars to guide the future direction of cricket facilities in South Australia. The four pillars are:

- Multi-purpose inclusive facilities
  Provide multi-purpose, safe and welcoming facilities for the community
- Building venue capacity and sustainability
  Optimate the carrying capacity and activation of existing grounds and facilities
- Game and practice facilities
  Develop quality and compliant facilities to support participation
- Partnership and shared investment
  Develop and strengthen partnerships to attract investment into cricket facility planning and development

SANFL Facilities Strategy

The *SANFL Facilities Strategy 2017 – 2022* highlights four key strategic priorities being:

- Improve the quality of existing facilities to support the health and growth of football
- Plan and develop new facilities in major growth areas
- Produce environments that cater for emerging and diverse participants
- Enhance our relationship with Government & Stakeholders

One aim of the Strategy is to *enhance collaboration between SANFL and Government to develop new or upgrade existing facilities across South Australia.* As such, the change room installation portion of the facility upgrade proposed for the MSC meets the above mentioned priorities, also acknowledging that the change rooms are shared between cricket and football use.

Overview of Sports Field Floodlighting Concern
(as per Council resolution dated 11 May 2021)

In 2020 Council undertook an audit of all sports field floodlighting in our City, progressively upgrading the lighting infrastructure on a priority based approach. In response to this audit Council has already contributed financially to upgrading sports field floodlighting at the St Agnes BMX Track (Tea Tree Gully BMX Club), Banksia Park Sports Area tennis / netball courts (Tea Tree Gully Tennis Club, Banksia Park Netball Club, Tea Tree Gully Netball Club, Strikers Netball Club), Pertaringa Oval and Bulkana Oval (Tea Tree Gully Sportsman's Club and Tea Tree Gully Athletics Club), Tilley Recreation Park (Tea Tree Gully City Soccer Club, Golden Grove Athletics Club and Roadrunners Softball Club), and Richardson Reserve (Modbury Vista Soccer Club).

The illumination survey in relation to Modbury Oval showed the average illuminance values do not comply with the Australian Standard for match competition and practice, only recording an average of 87 lux, with the minimum requirement being a 100 lux. The lowest recording was a substandard 30 lux with the uniformity also failing.

There is a risk the current poor lighting standards will impact on the Club's ability to hold evening matches, as per the South Australian National Football League (SANFL) and Adelaide Football League requirements, and result in requests to Council to find alternate grounds, in which none are available.

Council staff engaged a suitably qualified company to prepare a lighting design for Modbury Oval (refer Attachment 4), to comply with Australian Standards and the recommendations of both the SACA and SANFL facility guidelines.

The lighting proposal is to install 4 x 25 metre poles with 28 x Philips Optivision Gen3.5 LED light LED light fittings (7 fittings per pole).

The Australian Standard AS 2560.2.3) recommends a minimum service level of 100 lux @ 0.50 uniformity (U1) Min/Ave for competition and match practice. The '*AFL Preferred Facility Guidelines*' also states the same minimum service level of 100 lux is required for Aussie Rules Football. Current sports field floodlighting at Modbury Oval falls short of 100 lux, and is therefore insufficient to sustain future growth in participation.

3. FINANCIAL

Consultation with Modbury Sporting Club has resulted in the development of four building concept plans that is considered a long-term solution for the Club, and all of which will address current demand, future growth potential and the requirements of SANFL and SACA.

The below table provides a summary of the estimated costs associated with Option A:

OPTION A	Cost
Demolition	$178,300
Refurbishment works (including change rooms)	$2,069,255
External works	$124,195
Sub-Total Builders Works (exc. GST)	$2,371,750
Building work on-costs (design contingency and builders prelim)	$395,000
Project on-cost (contingency, professional fees)	$550,000
TOTAL (exc. GST)	$3,316,750

The below table provides a summary of the estimated costs associated with Option B:

OPTION B	Cost
Demolition	$129,080
Refurbished works	$1,286,187
Additional change rooms	$831,237
External works	$211,250
Sub-Total Builders Works (exc. GST)	$2,457,754
Building work on-costs (design contingency and builders prelim)	$410,000
Project on-cost (contingency, professional fees)	$425,000
TOTAL (exc. GST)	$3,292,754

The below table provides a summary of the estimated costs associated with Option C:

OPTION C	Cost
Demolition	$106,900
New Build	$3,307,076
External works	$218,465
Sub-Total Builders Works (exc. GST)	$3,632,441
Building work on-costs (design contingency and builders prelim)	$565,000
Project on-cost (contingency, professional fees)	$770,000
TOTAL (exc. GST)	$4,967,441

Option D - The estimated costs associated with Option D will be submitted to Council for review and consideration prior to the meeting.

Office for Recreation Sport and Racing grant submission

The total amount proposed to be requested as part of the funding submission to the Office for Recreation, Sport and Racing's *Infrastructure Program* is $1.5million, which is the maximum grant amount able to be applied for.

It is considered appropriate that the grant application be considered as part of the report "Grant opportunities" which is listed in the same Council agenda as this report.

The table below will be updated and submitted to Council for review and consideration prior to the meeting, once Option D is received.

	Sports Field Floodlighting	Building Facility	TOTAL
City of Tea Tree Gully	$100,000	$TBA	$TBA
Modbury Sporting Club	$75,000	$0	$75,000
Office for Recreation, Sport and Racing	$125,0000	$TBA	$1,500,000

TOTAL	$300,000	$TBA	$TBA

Club Contribution

Council staff have liaised with the Modbury Sporting Club who have confirmed their contribution of $75k towards the proposed sports field floodlighting portion of this project, as per the Council resolution dated 11 May 2021.

Previous Grant Submission Outcomes

In the recent grant submissions, particularly the Office for Recreation, Sport and Racing's *Grassroots Football, Cricket and Netball Facility* program, Council was successful in obtaining grant funding in:

1. Round 1 for the Hope Valley Sporting Club change room upgrade, totalling $265k;
2. Round 2 for the Tea Tree Gully Sportsman's Club change room and lighting upgrade, totalling $335k; and
3. Round 3 for the South Australia District Netball Association (SADNA) court upgrade totalling $95k.

Council was also successful in Round 1 of the *Infrastructure Program* in June 2021 receiving grant funding totalling $671k for the Modbury Soccer Club facility upgrades which included new inclusive change rooms and DDA compliancy.

This grant funding consideration is likely to compete against other recently endorsed Council projects for grant funding applications, including:

Tilley Recreational Park Master Plan ($9.5m)

1. Tea Tree Gully City Soccer Club grant application
    I. Upgrade to John G Tilley Centre ($2.0m)
    II. Unisex change rooms x 4 ($1.3m)
2. Future Works
    I. General precinct works ($4m)
    II. Other future works ($2.2m)

Tea Tree Gully Gymsports Building Upgrade ($7.3m)

4. STRATEGIC OBJECTIVES

Strategic Plan

The following strategic objectives in Council's Strategic Plan 2025 are the most relevant to this report:

Objective	Comments
Community	
People feel a sense of belonging, inclusion and connection with the City and the community	Community participation in active pursuits increases through good quality, well-designed and well-utilised facilities.
Diversity is welcome and celebrated	
There are opportunities for people to volunteer, give back and share their skills with others	
Our services are accessible to all and respond to changing community needs	
Places	
Streets, paths, open spaces and parks are appealing, safe and accessible	Recreational and sporting facilities support physical activity and the health of our community.
Buildings and places are energy efficient, well designed and display a uniqueness of character and identity	
Infrastructure and community facilities are fit for purpose, constructed using sustainable practices and well maintained	
Leadership	
Planning considers current and future community needs	Good quality facilities create a vibrant and liveable city by increasing visitation to open spaces and making a place that is appealing to live in.
Decision making is informed, based on evidence and is consistent	

Policies / Strategies

Leases and Licences to Sporting and Community Organisations Policy

Under the lease with the Modbury Sporting Club, the lessee is responsible for all maintenance and outgoings of the site in accordance with the terms and conditions of Council's Leases and Licences to Sporting and Community Organisations Policy.

Sports Field Floodlighting Policy

Council's Sports Field Floodlighting Policy details the funding commitment for permanent lighting as 50/50 between a club and council, after any external grants have been deducted.

Prudential Management Policy

The City of Tea Tree Gully undertakes Prudential Management for major capital projects, as per the Prudential Management Policy to ensure that, in accordance with Section 48 of the Local Government Act 1999, it acts with due care, diligence and foresight, identifies and manages risk associated with projects, makes informed decisions and is accountable for the use of public resources. Prudential Management commences prior to making a decision to proceed with a major project and continues on throughout the life of the project.

5. LEGAL

Prudential Review

Section 48 of the *Local Government Act 1999* as per below requires Council to undertake a Prudential Review before undertaking major projects over $4m and over a 5 year period. Thus, it is appropriate for Council to undertake this review before it formally adopts the final concept plan. An extract of section 48 is provided below.

"48—Prudential requirements for certain activities

(aa1) A council must develop and maintain prudential management policies, practices and procedures for the assessment of projects to ensure that the council—

(a) acts with due care, diligence and foresight; and

(b) identifies and manages risks associated with a project; and

(c) makes informed decisions; and

(d) is accountable for the use of council and other public resources.

(a1) The prudential management policies, practices and procedures developed by the council for the purposes of subsection (aa1) must be consistent with any regulations made for the purposes of this section.

(1) Without limiting subsection (aa1), a council must obtain and consider a report that addresses the prudential issues set out in subsection (2) before the council—

(b) engages in any project (whether commercial or otherwise and including through a subsidiary or participation in a joint venture, trust, partnership or other similar body)—

(i) *where the expected operating expenses calculated on an accrual basis of the council over the ensuing five years is likely to exceed 20 per cent of the council's average annual operating expenses over the previous five financial years (as shown in the council's financial statements); or*

(ii) *where the expected capital cost of the project over the ensuing five years is likely to exceed $4 000 000 (indexed); or*

(iii) *where the council considers that it is necessary or appropriate.*

(2) The following are prudential issues for the purposes of subsection (1):

(a) the relationship between the project and relevant strategic management plans;

(b) the objectives of the Development Plan in the area where the project is to occur;

(c) the expected contribution of the project to the economic development of the local area, the impact that the project may have on businesses carried on in the proximity and, if appropriate, how the project should be established in a way that ensures fair competition in the market place;

(d) the level of consultation with the local community, including contact with persons who may be affected by the project and the representations that have been made by them, and the means by which the community can influence or contribute to the project or its outcomes;

(e) if the project is intended to produce revenue, revenue projections and potential financial risks;

(f) the recurrent and whole-of-life costs associated with the project including any costs arising out of proposed financial arrangements;

(g) the financial viability of the project, and the short and longer term estimated net effect of the project on the financial position of the council;

(h) any risks associated with the project, and the steps that can be taken to manage, reduce or eliminate those risks (including by the provision of periodic reports to the chief executive officer and to the council);

(i) the most appropriate mechanisms or arrangements for carrying out the project;

(j) if the project involves the sale or disposition of land, the valuation of the land by a qualified valuer under the Land Valuers Act 1994.

(2a) The fact that a project is to be undertaken in stages does not limit the operation of subsection (1)(b) in relation to the project as a whole.

(3) A report is not required under subsection (1) in relation to—

(a) road construction or maintenance; or

(b) drainage works.

(4) A report under subsection (1) must be prepared by a person whom the council reasonably believes to be qualified to address the prudential issues set out in subsection (2).

(4a) A report under subsection (1) must not be prepared by a person who has an interest in the relevant project (but may be prepared by a person who is an employee of the council).

(4b) A council must give reasonable consideration to a report under subsection (1) (and must not delegate the requirement to do so under this subsection).

(5) A report under subsection (1) must be available for public inspection at the principal office of the council once the council has made a decision on the relevant project (and may be available at an earlier time unless the council orders that the report be kept confidential until that time).

(6) However, a council may take steps to prevent the disclosure of specific information in order to protect its commercial value or to avoid disclosing the financial affairs of a person (other than the council).

(6a) For the purposes of subsection (4a), a person has an interest in a project if the person, or a person with whom the person is closely associated, would receive or have a reasonable expectation of receiving a direct or indirect pecuniary benefit or a non-pecuniary benefit or suffer or have a reasonable expectation of suffering a direct or indirect detriment or a non-pecuniary detriment if the project were to proceed.

(6b) A person is closely associated with another person (the relevant person)—

(a) if that person is a body corporate of which the relevant person is a director or a member of the governing body; or

(b) if that person is a proprietary company in which the relevant person is a shareholder; or

(c) if that person is a beneficiary under a trust or an object of a discretionary trust of which the relevant person is a trustee; or

(d) if that person is a partner of the relevant person; or

(e) if that person is the employer or an employee of the relevant person; or

(f) if that person is a person from whom the relevant person has received or might reasonably be expected to receive a fee, commission or other reward for providing professional or other services; or

(g) if that person is a relative of the relevant person.

(6c) However, a person, or a person closely associated with another person, will not be regarded as having an interest in a matter—

(a) by virtue only of the fact that the person—

(i) is a ratepayer, elector or resident in the area of the council; or

(ii) is a member of a non-profit association, other than where the person is a member of the governing body of the association or organisation; or

(b) in a prescribed circumstance.

(6d) In this section, $4 000 000 (indexed) means that that amount is to be adjusted for the purposes of this section on 1 January of each year, starting on 1 January 2011, by multiplying the amount by a proportion obtained by dividing the CPI for the September quarter of the immediately preceding year by the CPI for the September quarter, 2009.

(6e) In this section—

employee of a council includes a person working for the council on a temporary basis;

non-profit association means a body (whether corporate or unincorporated)—

(a) that does not have as its principal object or 1 of its principal objects the carrying on of a trade or the making of a profit; and

(b) that is so constituted that its profits (if any) must be applied towards the purposes for which it is established and may not be distributed to its members.

(7) The provisions of this section extend to subsidiaries as if a subsidiary were a council subject to any modifications, exclusions or additions prescribed by the regulations.

Lease

The Modbury Sporting Club has a lease over the clubroom facility and a license of the oval, expiring in October 2024, as per Council's Leases and Licences to Sporting and Community Organisations Policy.

Development Approvals

Should the proposed facility upgrade be supported by Council and grant funding be successful, a development application and building rules consent will be required. If a grant submission is successful this will be confirmed in a further report to Council.

6. RISK – IDENTIFICATION AND MITIGATION

Should the proposed facility upgrade and subsequent grant submission not be supported by Council, or should Council not be successful in the grant submission, the Modbury Sporting Club will remain with inadequate sports field floodlighting and non-compliant change rooms (as per SACA and SANFL facility guidelines) for female and grassroots participants, until such time that external funding can be obtained.

There is a risk that the proposed expansion of the facility, once achieved, will increase the Club's operational expenses significantly.

Financial modelling on the proposed impact to the Club's finances will be required to confirm that the Club is in a financial position to maintain and pay for the expanded facility, as well as any factors required to ensure expenses remain achievable into the future. This may require an assessment of the Club's membership fee structure.

Modbury Sporting Club has confirmed a need to remain operational during construction, therefore an option of a new build has been obtained as an alternative to the expansion and refurbishment of the existing building.

The development of the proposed concept designs and estimated costing ensures that the project is in a position to be shovel ready in preparation for the current Infrastructure Grant program.

7. ACCESS AND INCLUSION

The proposed facility upgrades at Modbury Sporting Club work towards supporting and enhancing Council's ongoing commitment to provide inclusive and equitable access to infrastructure / facilities to people living with disabilities, their families and carers.

In reference to Council's Disability Access and Inclusion Plan, *Theme 3 – Accessible communities* is relevant to this project. The proposed upgrade creates greater accessibility into a Council owned building by incorporating universal and Disability Discrimination Act design principles. This includes the construction of DDA compliant toilet amenities on both the ground floor and upper level, accessible change room facilities and the inclusion of a lift.

8. SOCIAL AND COMMUNITY IMPACT

Since the introduction of State Government funding programs approximately three years ago, aimed at meeting updated National and State Sporting Organisation guidelines to provide junior and female friendly inclusive facilities, Council staff have worked with sporting clubs to identify participation needs and apply for external funding opportunities to support the refurbishment or new construction of inclusive change room facilities.

9. ENVIRONMENTAL

Option B, proposed the potential removal of a tree to achieve the concept plan upgrade. Based on feedback from Council's City Arborist the proposed tree is significant and therefore it was recommended to proceed with an option which doesn't require the removal of a significant tree.

Should a preferred building concept plan be supported by Council and external grant funding be received to achieve the upgrade, the design will incorporate environmentally sustainable design as part of the project methodology. This includes the option for environmentally sustainable products (if possible) such as products that are recycled, reusable or contain recycled content that are fit for purpose. Council also requires contractors to comply with *Environmentally Sustainable Design* (ESD) in the design and construction of a facility. Consideration will also be given for LED light fittings, water saving taps and shower heads, kiosk appliances, building fit-out and the external fabric.

A lighting control system is proposed as part of the LED sports field floodlighting installation. A lighting control system allows the lighting to be dimmed during training times reducing operational expenses and energy consumption.

10. ASSETS

Modbury Sporting Club will be responsible for all outgoings and ongoing maintenance associated with the facility upgrade, as well as all outgoings applicable to the sports field floodlighting as per Council's "Leases and Licences to Sporting and Community Organisations Policy".

Council maintains building insurance for all assets owned by the City of Tea Tree Gully. Should the proposed new building proceed to construction, the improved asset will need to be included as part of Council's insurance obligations.

11. PEOPLE AND WORK PLANS

Both the Building Assets and Environment and Recreation and Leisure Services Team's worked with the external consultant to develop a concept and costing for the proposed building expansion and scope of works. This work was in collaboration and consultation with Modbury Sporting Club.

Council Recreation and Leisure Services team will manage the grant application to the Office for Recreation, Sport and Racing.

Should the proposed upgrades be supported by Council and grant funding is received, Council's Building, Assets and Environment department will project manage the facility upgrade and Civil Assets will project manage the sports field floodlighting upgrade under the guidance of Council's Project Management Office, in collaboration with the Recreation and Leisure Services team.

12. COMMUNITY AND STAKEHOLDER ENGAGEMENT

A significant level of engagement has been undertaken in relation to the proposed upgrade, which has included communication with Modbury Sporting Club, Modbury Cricket Club, Modbury Football Club, South Australian National Football League (SANFL), South Australian Cricket Association (SACA) and relevant staff.

Section 198(3) of the *Local Government Act 1999* confirms that if there is no impact on the community then consultation is not required. It is considered that the proposed upgrades do not affect the Community Land Management Plan for this site and therefore no community engagement is required.

13. COMMUNICATIONS OF COUNCIL DECISION

The outcome of Council's decision will be communicated to the relevant Council departments as an information provision exercise, and to determine any review to current operations should the project proceed to construction phase.

14. INTERNAL REPORT CONSULTATION

The following staff have been included in the consultation process in the preparation of this Report.

Name	Position	Consulted about
Martin Zunic	Building Assets Officer	Discussion
Justin Robbins	Manager Finance and Rating Operations	Financials

Attachments

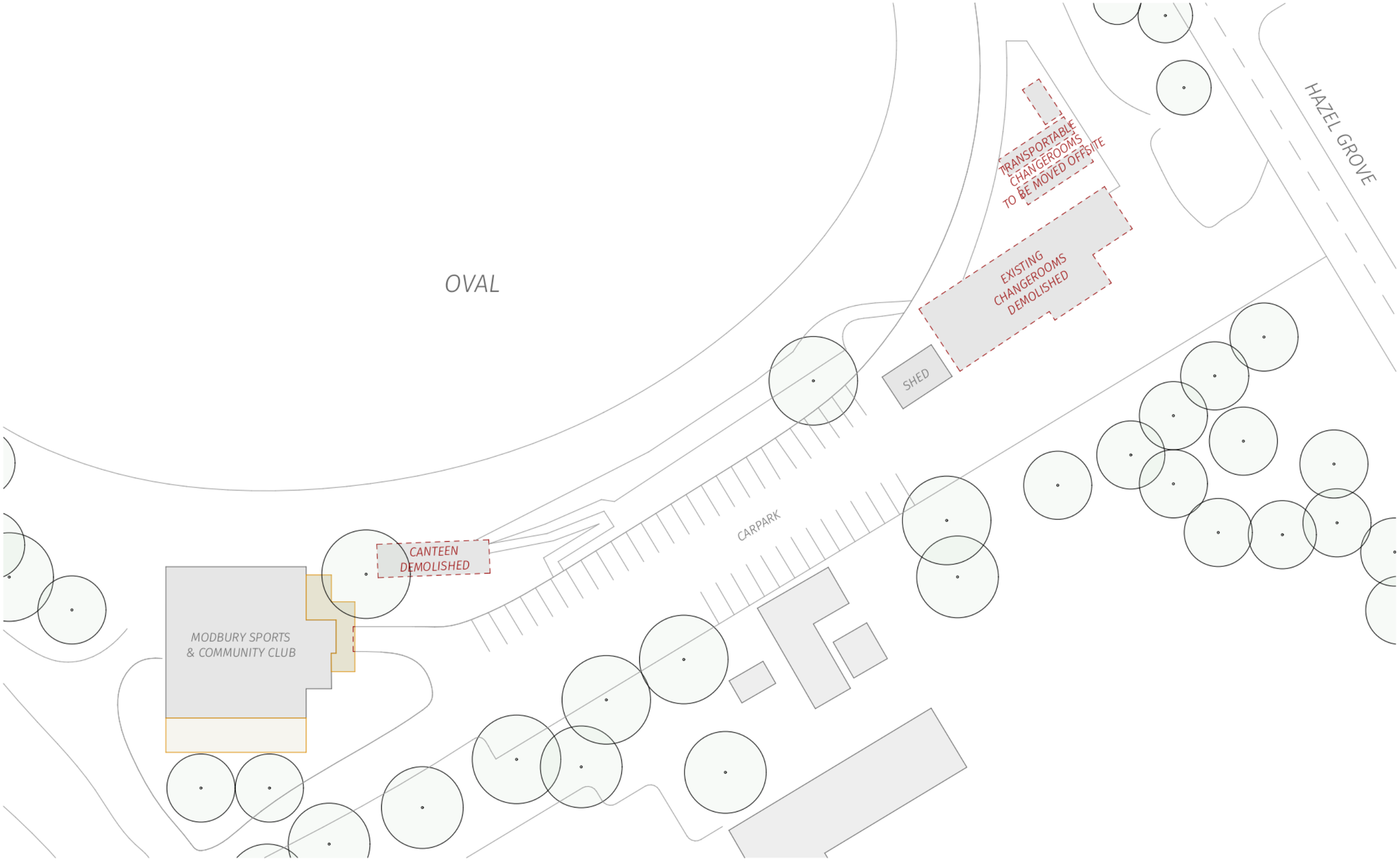
1. Modbury Sporting Club Incorporated - Aerial View 152
2. Modbury Sporting Club - Final concept plans 153
3. Modbury Sporting Club - Concept cost estimates - Chris Sale Consulting 164
4. Modbury Oval - LED sports field floodlighting design 196

Report Authorisers

Chloe Oborn Recreation Planning & Facility Coordinator	8397 7435
Felicity Birch Manager Recreation Leisure and Community Safety	8397 7234
Carol Neil Director Community & Cultural Development	8397 7341

Modbury Sports and Community Club / Modbury Oval (Hazel Grove, Ridgehaven)



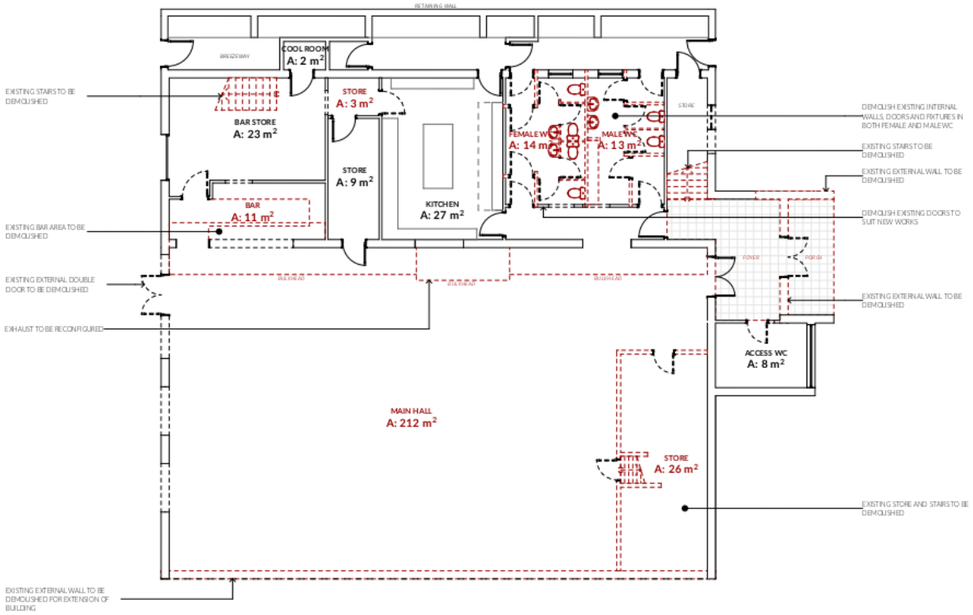


Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

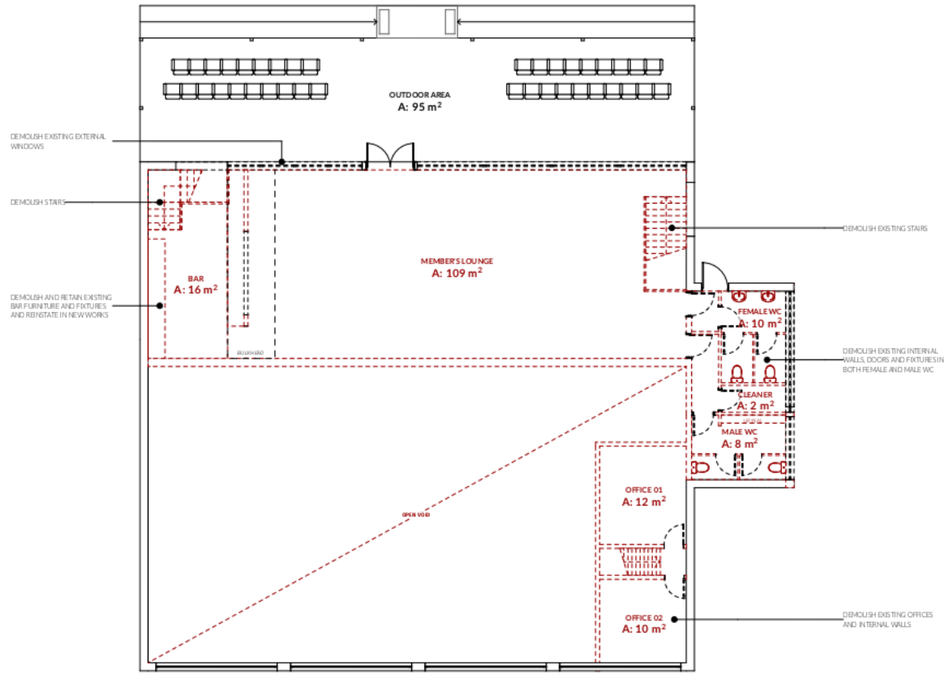
Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title: SITE PLAN - OPT. A
Scale: 1:500 @ A3
Drawn: JY
Date: 9/7/21
Apvd.: TH

Job No.:	Drg No.:	Drg Issue:
21046	SK01	2



GROUND FLOOR - DEMOLITION [OPT.A]
1:200

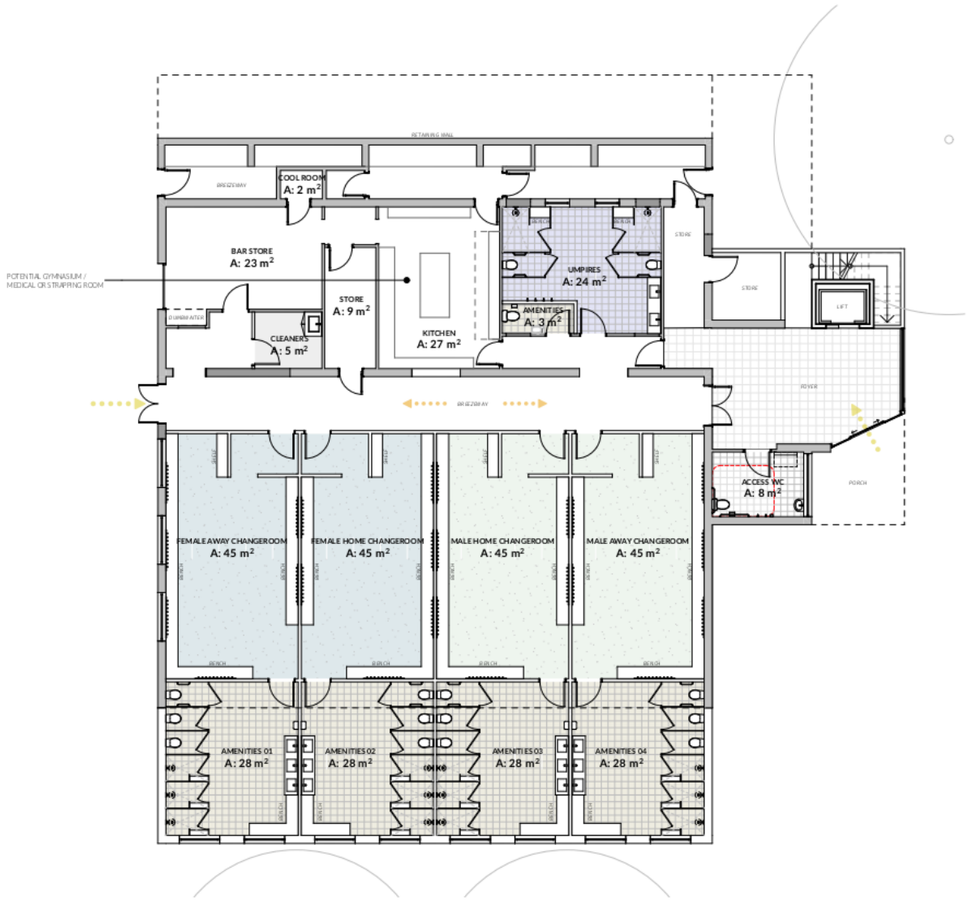


LEVEL 1 - DEMOLITON [OPT.A]
1:200

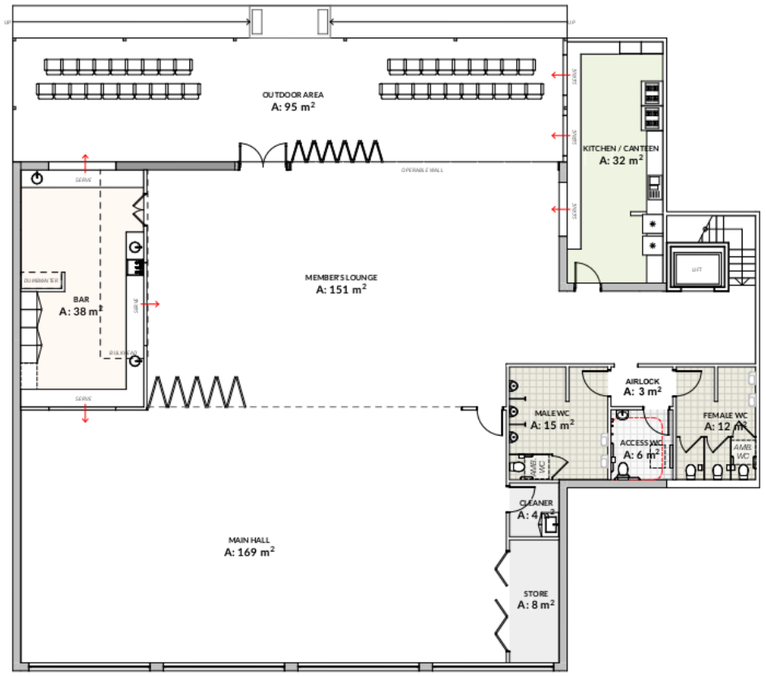
Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title:	DEMOLITION PLANS [OPT.A]		
Scale:	1:200 @ A3	Drawn:	JY
Date:	9/7/21	Apvd.:	TH
Job No.:	Drg No.:	Drg Issue:	
21046	SK02	2	



GROUND FLOOR - PROPOSED [OPT.A]
1:200

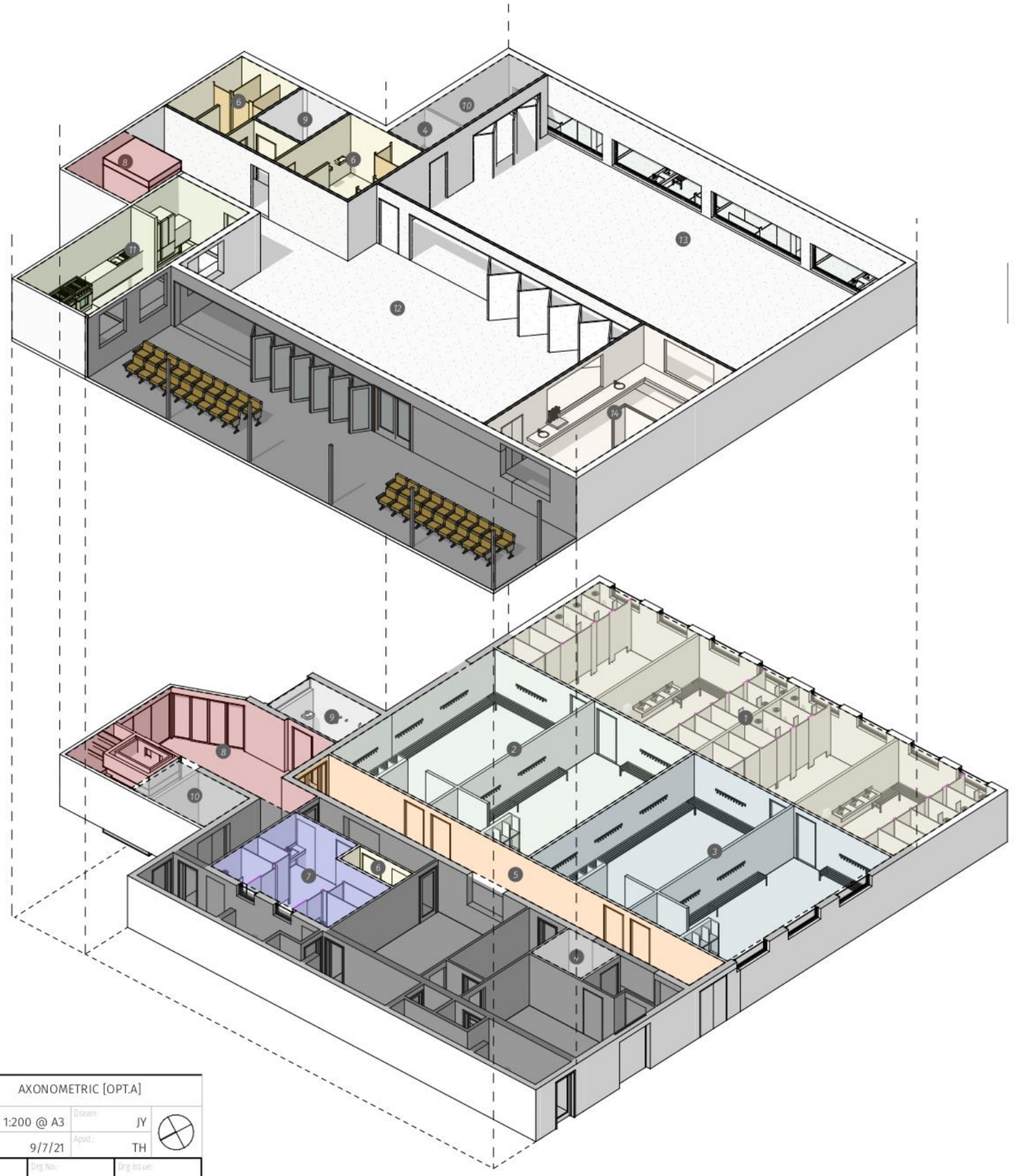


LEVEL 1 - PROPOSED [OPT.A]
1:200

Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title:	PROPOSED PLANS [OPT.A]	
Scale: 1:200 @ A3	Drawn: JY	
Date: 9/7/21	Apvd.: TH	
Job No.: 21046	Drg No.: SK03	Drg Issue: 2



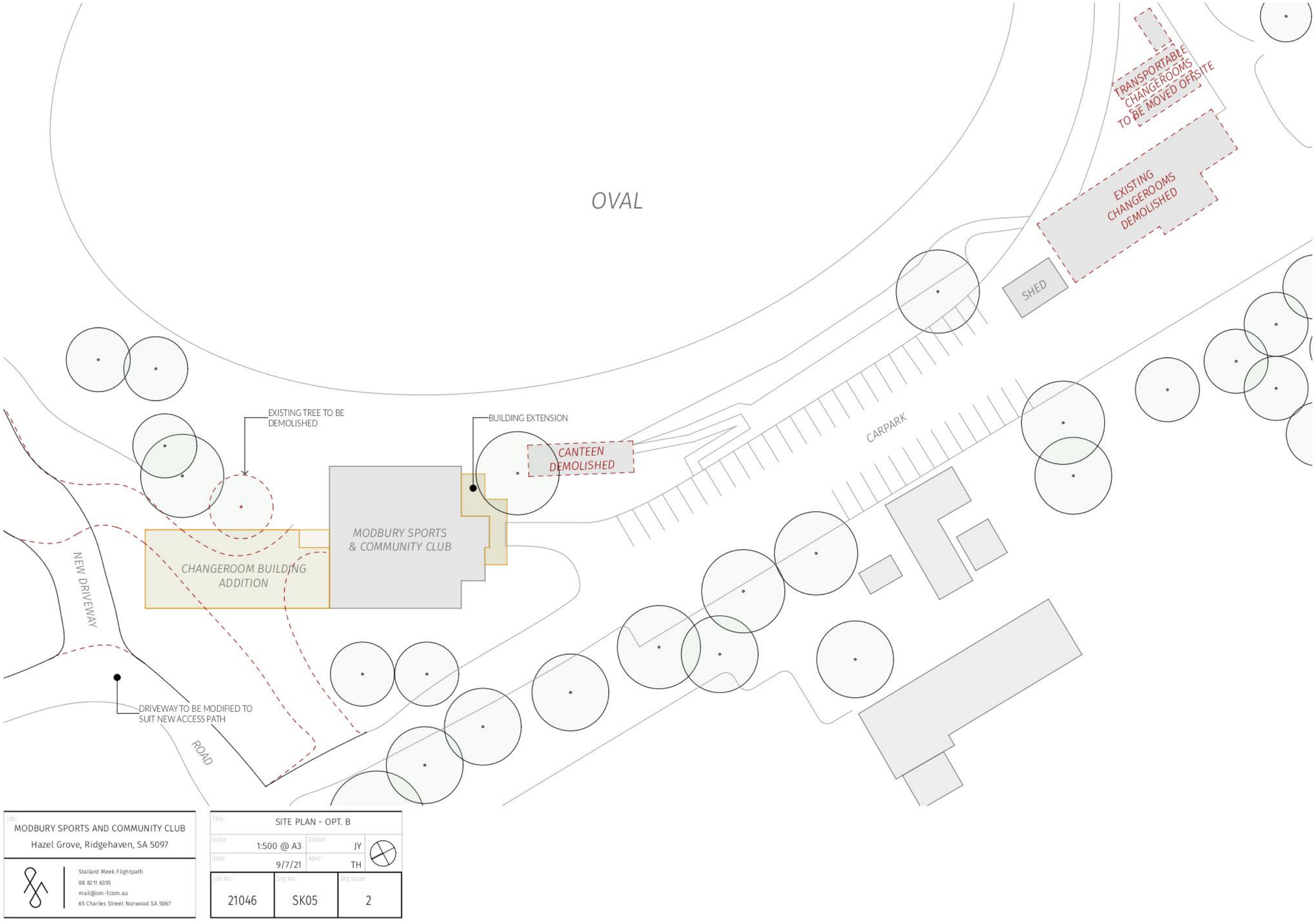
ZONES:

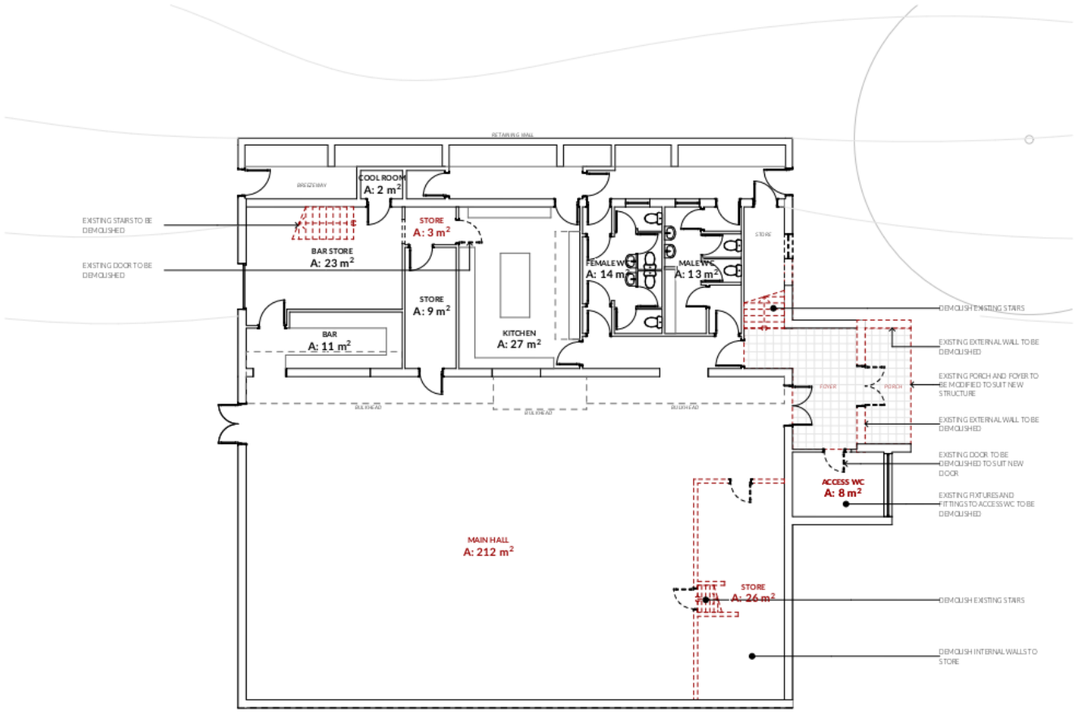
1. CHANGEROOMS AMENITIES
2. FEMALE HOME/AWAY CHANGEROOMS
3. MALE HOME/AWAY CHANGEROOMS
4. CLEANER'S ROOM
5. BREEZEWAY
6. PUBLIC AMENITIES
7. UMPIRES ROOM
8. INTERNAL CIRCULATION ZONE
9. ACCESS WC
10. STORE ROOM
11. KITCHEN + CANTEEN
12. MEMBER'S LOUNGE
13. MAIN HALL
14. BAR

Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

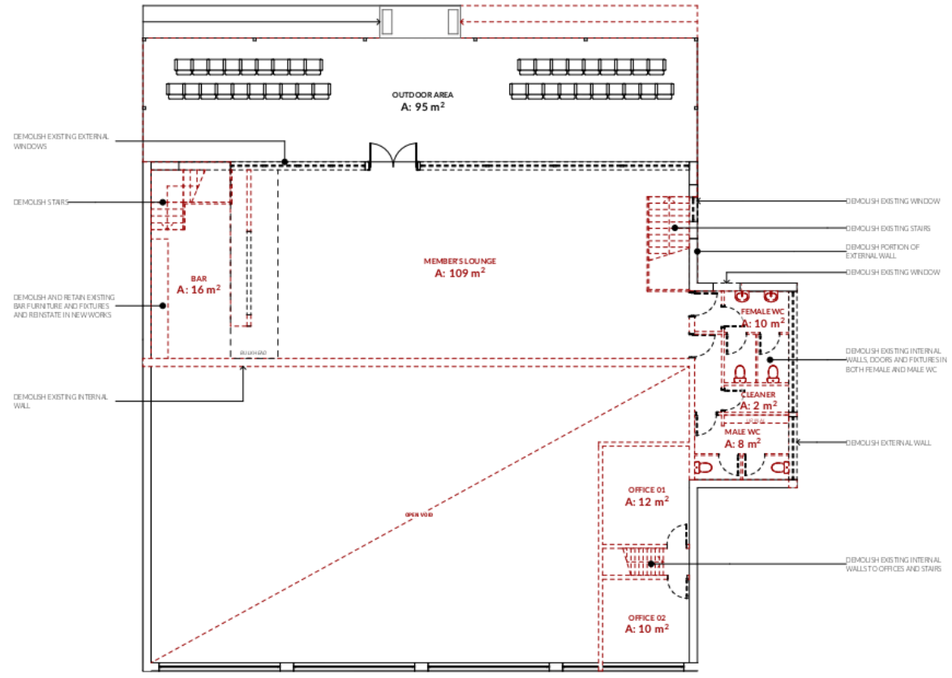
Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title:	AXONOMETRIC [OPT.A]	
Scale: 1:200 @ A3	Drawn: JY	
Date: 9/7/21	Apvd.: TH	
Job No.: 21046	Drg No.: SK04	Drg Issue: 2


OVAL
TRANSPORTABLE CHANGEROOMS TO BE MOVED OFFSITE
EXISTING CHANGEROOMS DEMOLISHED
SHED
CARPARK
EXISTING TREE TO BE DEMOLISHED
BUILDING EXTENSION
CANTEEN DEMOLISHED
MODBURY SPORTS & COMMUNITY CLUB
CHANGEROOM BUILDING ADDITION
NEW DRIVEWAY
DRIVEWAY TO BE MODIFIED TO SUIT NEW ACCESS PATH
ROAD
Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097
Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067
Title:
SITE PLAN - OPT. B
Scale:
1:500 @ A3
Drawn:
JY
Date:
9/7/21
Apvd.:
TH
Job No.:
21046
Drg No.:
SK05
Drg Issue:
2



GROUND FLOOR - DEMOLITION [OPT.B]
1:200

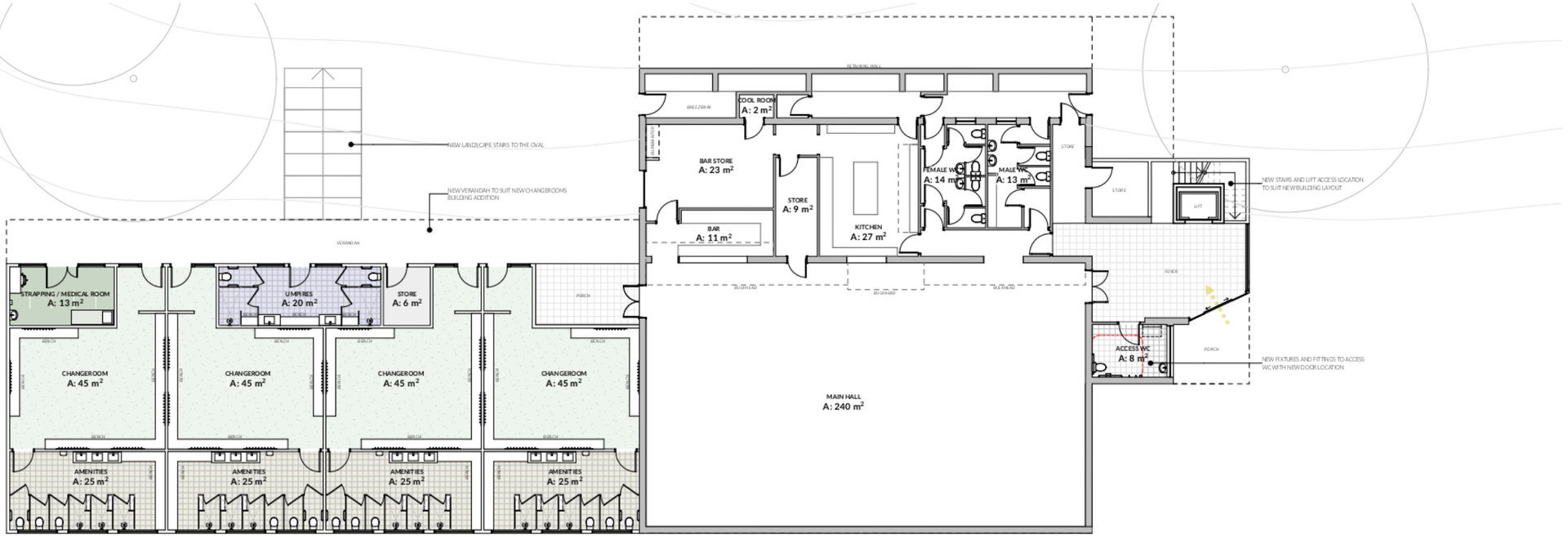


LEVEL 1 - DEMOLITON [OPT.B]
1:200

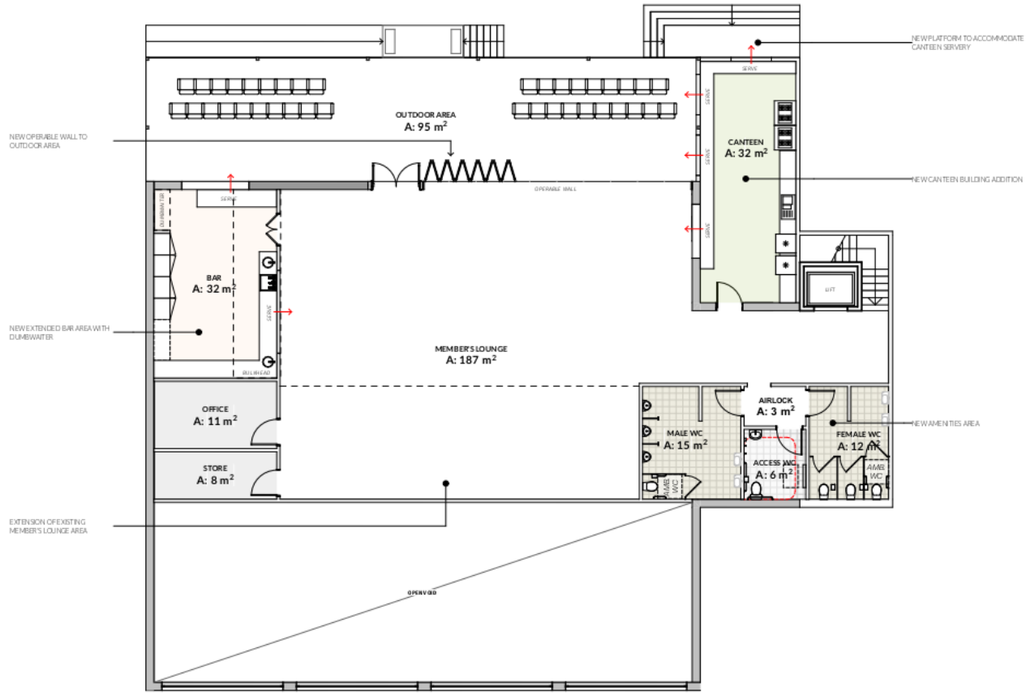
Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title:	DEMOLITION PLANS [OPT.B]		
Scale:	1:200 @ A3	Drawn:	JY
Date:	9/7/21	Apvd.:	TH
Job No.:	Drg No.:	Drg Issue:	
21046	SK06	2	



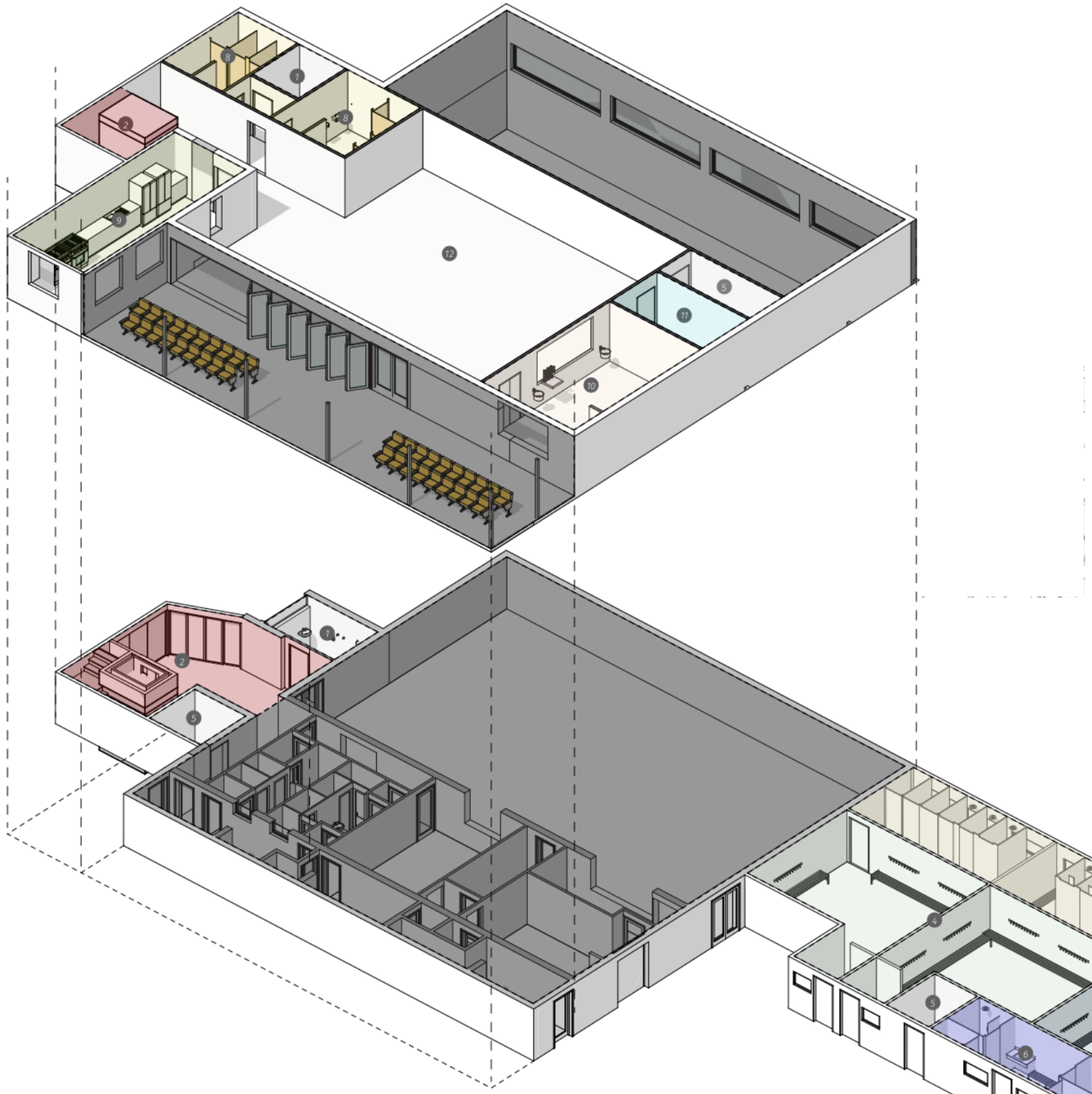
GROUND FLOOR - PROPOSED [OPT.B]
1:200



LEVEL 1 - PROPOSED [OPT.B]
1:200

Job:	MODBURY SPORTS AND COMMUNITY CLUB Hazel Grove, Ridgehaven, SA 5097
	Stallard Meek Flightpath 08 8211 6355 mail@sm-fcom.au 65 Charles Street Norwood SA 5067

Title:	PROPOSED PLANS [OPT.B]		
Scale:	1:200 @ A3	Drawn:	JY
Date:	9/7/21	Apvd.:	TH
Job No.:	Drg No.:	Drg Issue:	
21046	SK07	2	



ZONES:

1. ACCESS WC
2. INTERNAL CIRCULATION ZONE
3. CHANGEROOMS AMENITIES
4. HOME + AWAY CHANGEROOMS
5. STORE ROOM
6. UMPIRES ROOM
7. STRAPPING / MEDICAL ROOM
8. PUBLIC AMENITIES
9. CANTEEN / KITCHEN
10. BAR
11. OFFICE
12. MEMBER'S LOUNGE

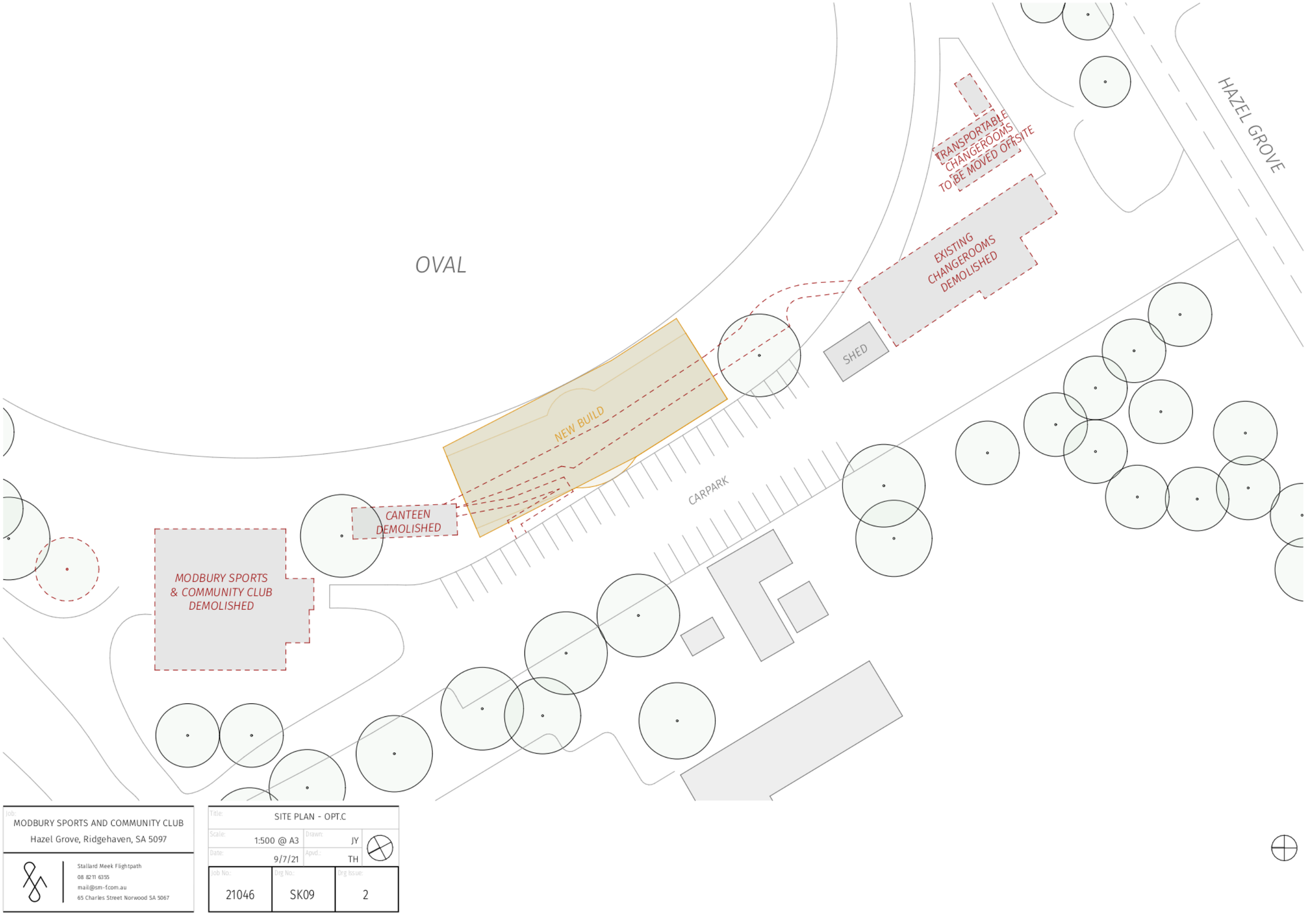
Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

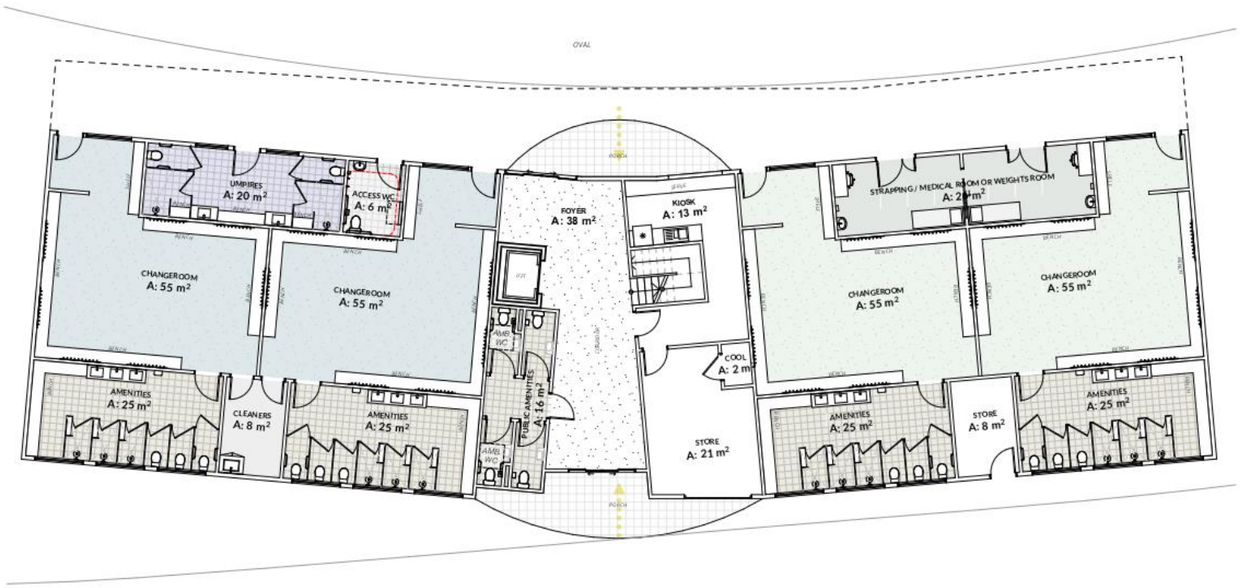
Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title: AXONOMETRIC [OPT.B]

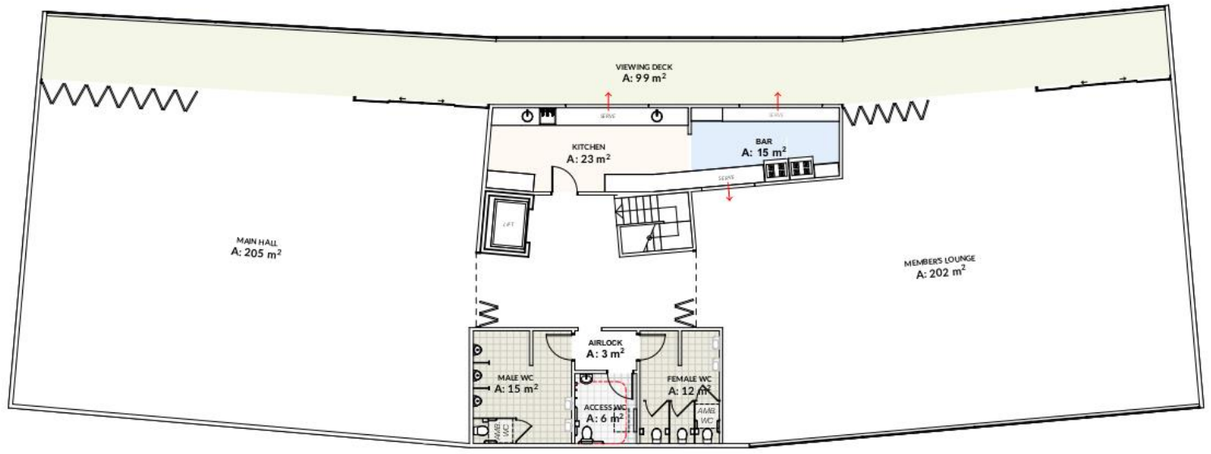
Scale:	1:200 @ A3	Drawn:	JY
Date:	9/7/21	Apvd.:	TH

Job No.:	Drg No.:	Drg Issue:
21046	SK08	2


OVAL
HAZEL GROVE
TRANSPORTABLE CHANGEROOMS TO BE MOVED OFFSITE
EXISTING CHANGEROOMS DEMOLISHED
SHED
NEW BUILD
CANTEEN DEMOLISHED
CARPARK
MODBURY SPORTS & COMMUNITY CLUB DEMOLISHED
Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097
Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067
Title:
SITE PLAN - OPT.C
Scale:
1:500 @ A3
Drawn:
JY
Date:
9/7/21
Apvd.:
TH
Job No.:
21046
Drg No.:
SK09
Drg Issue:
2



GROUND FLOOR - PROPOSED [OPT.C]
1:200

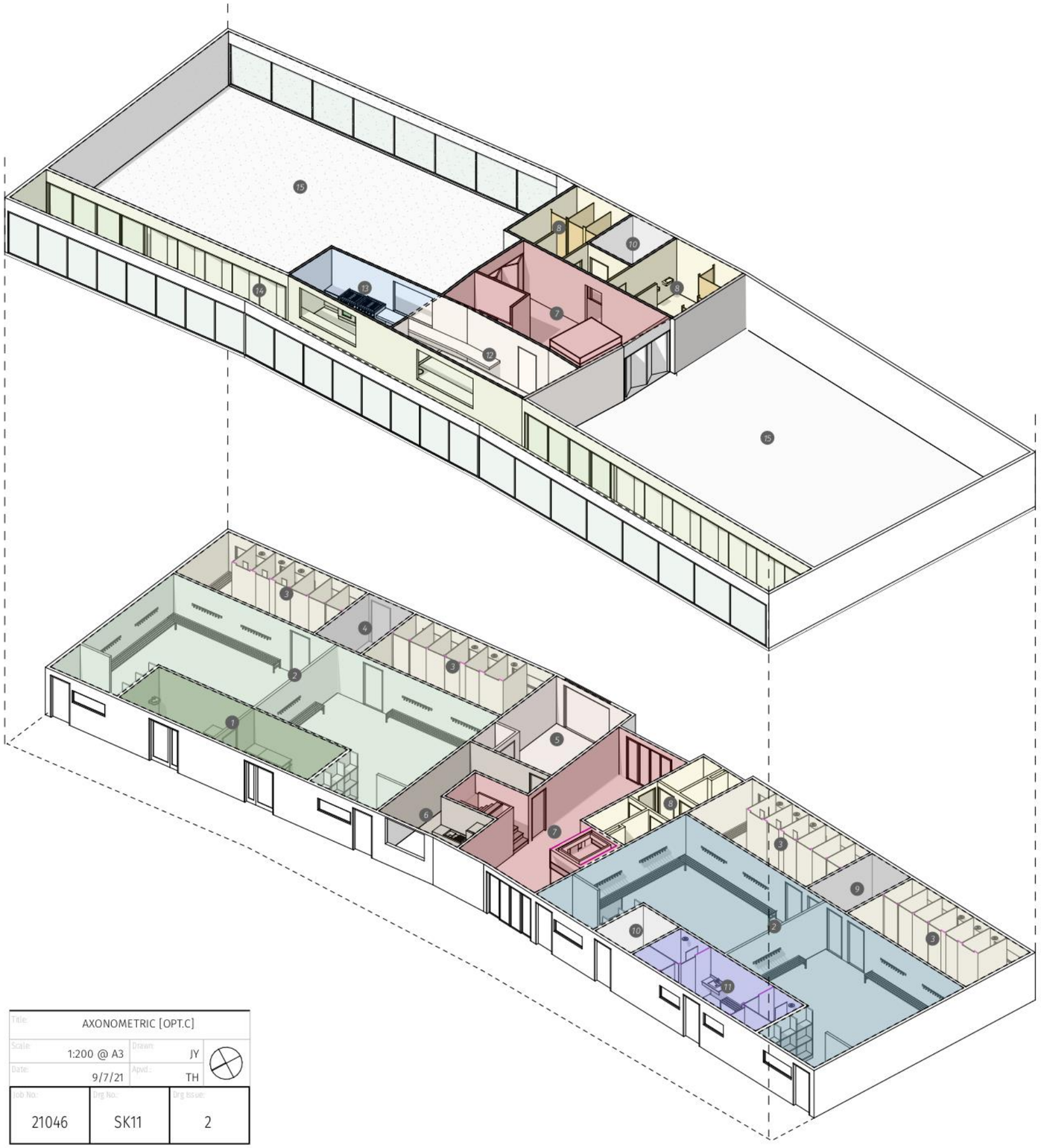


LEVEL 1 - PROPOSED [OPT.C]
1:200

Job: MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title:	PROPOSED PLANS [OPT.C]		
Scale:	1:200 @ A3	Drawn:	JY
Date:	9/7/21	Apvd.:	TH
Job No.:	Drg No.:	Drg Issue:	
21046	SK10	2	



ZONES:

1. STRAPPING / MEDICAL ROOM / GYMNASIUM
2. HOME + AWAY CHANGEROOMS
3. CHANGEROOMS AMENITIES
4. EXTERNAL STORE
5. STORE + COOL ROOM
6. KIOSK
7. INTERNAL CIRCULATION ZONE
8. PUBLIC AMENITIES
9. CLEANER'S ROOM
10. ACCESS WC
11. UMPIRES ROOM
12. KITCHEN
13. BAR
14. VIEWING DECK
15. MEMBER'S LOUNGE

Job:
MODBURY SPORTS AND COMMUNITY CLUB
Hazel Grove, Ridgehaven, SA 5097

Stallard Meek Flightpath
08 8211 6355
mail@sm-fcom.au
65 Charles Street Norwood SA 5067

Title:	AXONOMETRIC [OPT.C]
Scale:	1:200 @ A3
Drawn:	JY
Date:	9/7/21
Apvd.:	TH
Job No.:	21046
Drg No.:	SK11
Drg Issue:	2

Modbury Sports And Community Club

Concept Cost Estimate_Option B

19th July 2021

CHRIS SALE consulting

CHRIS SALE consulting

Modbury Sports And Community Club
Concept Cost Estimate_Option B
19th July 2021

PROJECT GROUP CONTACTS

Project:	Modbury Sports And Community Club
Client:	Stallard Meek - Flightpath
Architect:	Stallard Meek - Flightpath
Structural Engineer:	N/A
Civil Engineer:	N/A
Services Engineer:	N/A
Cost Manager:	Chris Sale Consulting

Project Information					
Job Number:	212997	Revision Number:	1	Issue Date:	19th July 2021
Checked By:	TS	Controlled Doc	No	Author:	SZ
Distribution:	1 x on file; 1 x electronic copy				

EXECUTIVE SUMMARY

This estimate has been prepared based on the information as listed in Section 4.0 of this report.
This estimate has been priced at current rates - refer to Section 5.0 in regards to tendering and market assumptions.

1.0 SCOPE OF PROJECT

The scope of this project includes Option B - refurbishe and extent existing of existing building and construciton of a 1 storey changroom for Modubry Sports and Community Club located at Hazel Grow, Ridgenhaen SA 5097

This project is based on the following areas:

Existing Building Refurbishement and Extension

FECA (Fully Enclosed Area): 388 m2

UCA (Unenclosed Area): 12m2

New Changeroom

FECA (Fully Enclosed Area): 343

2.0 INCLUSIONS

This cost estimate includes the following:

- Design Development Contingency
- Construction Contingency
- Builders Preliminaries & Margin
- Statutory Authority Charges including CITB Levy
- Professional Fees
- Kithchen equipment and Whitegoods

3.0 EXCLUSIONS

This cost estimate excludes the following which should be considered when assessing overall project cost:

- GST
- Escalation
- Asbestos removal
- Night works / staging
- Rock excavation
- AV as advised
- Removal of transportables as advised
- Contaminated soil removal
- Other exclusions as noted throughout the estimate

4.0 INFORMATION USED IN PREPARING THIS ESTIMATE

The following information was used in preparation of this cost estimate:

- Architectural drawing from Stallard Meek - Flightpath received 09.07.2021

5.0 COSTING & MARKET CONDITIONS

This estimate is based upon traditional lump sum procurement.

Our estimate excludes escalation. Therefore should the tender programme extend beyond a reasonable timeframe from this date we recommend our estimate to be re-assessed and updated.

Yours faithfully,

Travis Swigart
Director

Attachment 3

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

Code	Description	Quantity	Unit	Rate	Total
	Modbury Sports and Community Clubroom - Option B				
DE	Demolition		Item		129,080
RW	Refurbishment Works	400	m2	3,215	1,286,187
AC	Additional Changerooms	343	m2	2,423	831,237
EW	External Works		Item		211,250
	Sub-Total	**743**	**m2**	**3,308**	**2,457,754**
BC	Building Works On-Costs		Item		410,000
	Total Building Works	**743**	**m2**	**3,860**	**2,867,754**
PC	Project On-Costs		Item		425,000
	Total Project Costs (Excl.GST)	**743**	**m2**	**4,432**	**3,292,754**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

Demolition

Code	Description	Quantity	Unit	Rate	Total
DE	Demolition		Item		129,080
				Demolition	**$ 129,080**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
SB	Substructure	400	m2	384	153,500
CL	Columns	400	m2	34	13,660
UF	Upper Floors	400	m2	218	87,125
SC	Staircases	400	m2	50	20,000
RF	Roof	400	m2	113	45,390
EW	External Walls	400	m2	200	79,985
WW	Windows		Item		0
ED	External Doors	400	m2	136	54,400
NW	Internal Walls	400	m2	156	62,455
NS	Internal Screens & Borrowed Lights	400	m2	21	8,500
ND	Internal Doors	400	m2	57	22,900
WF	Wall Finishes	400	m2	23	9,140
FF	Floor Finishes	400	m2	141	56,422
CF	Ceiling Finishes	400	m2	174	69,620
FT	Fitments	400	m2	193	77,040
SE	Special Equipment	400	m2	88	35,000
HY	Hydraulic Services	400	m2	210	83,800
MS	Mechanical Services	400	m2	386	154,250
FP	Fire Protection	400	m2	25	10,000
ES	Electrical Services	400	m2	233	93,000
TS	Transportation Systems	400	m2	325	130,000
BW	Builder's Work in Connection	400	m2	50	20,000
				Refurbishment Works	**$ 1,286,187**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

Additional Changerooms

Code	Description	Quantity	Unit	Rate	Total
SB	Substructure	343	m2	262	89,790
CL	Columns	343	m2	50	17,050
RF	Roof	343	m2	316	108,275
EW	External Walls	343	m2	166	56,840
WW	Windows	343	m2	44	15,200
ED	External Doors	343	m2	38	13,200
NW	Internal Walls	343	m2	119	40,665
NS	Internal Screens & Borrowed Lights	343	m2	188	64,600
ND	Internal Doors	343	m2	18	6,100
WF	Wall Finishes	343	m2	14	4,760
FF	Floor Finishes	343	m2	163	55,757
CF	Ceiling Finishes	343	m2	123	42,250
FT	Fitments	343	m2	184	63,150
SE	Special Equipment		Item		0
HY	Hydraulic Services	343	m2	356	122,000
MS	Mechanical Services	343	m2	144	49,500
FP	Fire Protection	343	m2	6	2,000
ES	Electrical Services	343	m2	212	72,600
BW	Builder's Work in Connection	343	m2	22	7,500
				Additional Changerooms	**$ 831,237**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

External Works

Code	Description	Quantity	Unit	Rate	Total
XP	Site Preparation		Item		27,200
XR	Roads, Footpaths & Paved Areas		Item		57,950
XN	Boundary Walls, Fencing & Gates		Item		0
XB	Outbuildings & Covered Ways		Item		26,100
XL	Landscaping & Improvements		Item		20,000
XK	External Stormwater Drainage		Item		20,000
XD	External Sewer Drainage		Item		15,000
XW	External Water Supply		Item		10,000
XF	External Fire Protection		Item		0
XE	External Electric Light & Power		Item		35,000
				External Works	**$ 211,250**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

Building Works On-Costs

Code	Description	Quantity	Unit	Rate	Total
DD	Design Development Contingency (5%)		Item		125,000
PR	Builder's Preliminaries and Margin (11%)		Item		285,000
				Building Works On-Costs	**$ 410,000**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021
GFA:	743 m2		

Project On-Costs

Code	Description	Quantity	Unit	Rate	Total
CC	Construction Contingency (5%)		Item		145,000
PF	Professional Fees (6%)		Item		180,000
ST	Statutory Changes Incl. CITB Levy (0.5%)		Item		15,000
FFE	Loose, Furniture, Fitting & Equipment		Item		0
ES	Escalation		Item		85,000
GST	GST		Item		0
				Project On-Costs	**$ 425,000**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Demolition

Code	Description	Quantity	Unit	Rate	Total
DE	**Demolition**				
	Building Works				
1	Demolish existing buildings including undergound services	427	m2	125.00	53,375
2	No allowance to remove transportables from site as advised		Note		Excl.
	External Walls				
3	Demolish existing masonry wall including windows for new extension	35	m2	75.00	2,625
4	Form opening to existing wall for new single door	1	No	1,000.00	1,000
	Windows				
5	Demolish external windows	32	m2	55.00	1,760
	Staircase				
6	Demolish existing internal stairs including handrails	2	No	2,000.00	4,000
	Internal Walls				
7	Demolish existing internal partition walls including doors	133	m2	35.00	4,655
8	Demolish existing masonry walls	82	m2	50.00	4,100
9	Form opening to existing internal wall for new access	1	No	500.00	500
	Internal Doors				
10	Demolish existing internal single door including frame	2	No	150.00	300
	Fitments				
11	Carefully remove existing bar furniture and fixtures and store for future reinstatement	5	m	150.00	750
	Floor Finishes				
12	Demolish existing floor finishes	387	m2	25.00	9,675
13	Demolish existing ceiling finishes	185	m2	20.00	3,700

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Demolition

Code	Description	Quantity	Unit	Rate	Total
	Office & Store				
14	Demolish existing mezzanine Store and Office including suspension floor, fitout etc.	28	m2	250.00	7,000
	Services Works				
15	Demolish existing electrical lighting	244	m2	15.00	3,660
16	Demolish existing air conditioning	244	m2	20.00	4,880
17	Demolish basin including associated wall fixtures and disconnect plumbing services	5	No	250.00	1,250
18	Demolish WC including associated wall fixtures and disconnect plumbing services	5	No	250.00	1,250
19	Demolish urinal including associated wall fixtures and disconnect plumbing services	1	No	250.00	250
	External Works				
20	Demolish existing concrete ramp	11	m2	150.00	1,650
21	Demolish existing steel balustrade	5	m	50.00	250
22	Allowance to demolish portion of existing paving		Item		10,000
23	Allowance for demolish medium tree	1	No	450.00	450
	General				
24	Allowance for temporary propping where external walls removed		Item		2,000
25	Allow for sundries demolition		Item		10,000
26	No allowance for asbestos removal		Note		Excl.
				Sub-Total Demolition	**129,080**
				Demolition	**129,080**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
SB	**Substructure**				
27	Reinforced concrete slab including compacted sub-base, dpm, termite treatment, concrete edge formwork, fabric mesh reinforcement, footings and surface finishes, etc. complete	374	m2	250.00	93,500
28	Allowance for stair footings	1	No	5,000.00	5,000
29	Allowance for modifications to existing slab for new plumbing	1	No	7,000.00	7,000
30	Allowance for sundry pad footings to support new upper floors	1	No	10,000.00	10,000
31	Allowance for lift over-run pit	1	No	15,000.00	15,000
32	Allownce for sundry retaining structures		Item		20,000
33	Allowance to reinstate existing slab where stairs removed		Item		1,000
34	Allowance for interface with existing slab		Item		2,000
	General				
35	No allowance for pilings		Note		Excl.
36	No allowance for rock excavation		Note		Excl.
				Sub-Total Substructure	**153,500**
CL	**Columns**				
37	Allowance for columns to support additional suspended floors	146	m2	60.00	8,760
38	Allowance for column to support new roof	70	m2	70.00	4,900
				Sub-Total Columns	**13,660**
UF	**Upper Floors**				
39	Structural suspened floor to building extension	59	m2	450.00	26,550
40	Structural floor framing including supprt beam to Member's Lounge extension (not cantilevered)	87	m2	550.00	47,850
41	Allowance for interface works between exsting floor and new extension	25	m	250.00	6,250
42	Allowance for setdown to wet areas	39	m2	25.00	975
43	Infill existing floor framing where stairs removed	11	m2	500.00	5,500
				Sub-Total Upper Floors	**87,125**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
SC	**Staircases**				
44	Timber frame stair including landings, handrails, nosing, surface finieshes etc. (risinig from Ground to Level 1 at 2.8m high)	1	No	20,000.00	20,000
				Sub-Total Staircases	**20,000**
RF	**Roof**				
45	Lightweight roof including metal roof sheeting, structural steel framing, insulation, sarking, purlins, flashing, capping, rainwater goods and downpipes etc. complete	69	m2	330.00	22,770
46	Soffit lining below view deck area including paint finish	49	m2	180.00	8,820
47	Allowance for interface works between new roof and existing	21	m	300.00	6,300
48	Allowance for reinforced concrete lift roof	5	m2	500.00	2,500
49	Allowance to make good existing roof where damaged occurs		Item		5,000
50	No allowance for roof access hatch and ladder		Note		Excl.
51	No allowance for roof safety		Note		Excl.
52	No allowance to make good existing roof and associated structure		Note		Excl.
53	No allowance for roof mounted plant		Note		Excl.
				Sub-Total Roof	**45,390**
EW	**External Walls**				
	Lightweight Walls				
54	Lighweight external cladding wall including stud framing, 1 layer of flush plasterboard, insulation and paint finish	110	m2	365.00	40,150
	Masonry Walls				
55	Face brick wall including stud framing, 1 layer of flush plasterboard, insulation and paint finish to match existing	10	m2	320.00	3,200
56	Infill face brick to where exsting window removed to match existing including 1 layer of fluh plasterboard, insulation and paint finish	8	m2	300.00	2,400
57	Render and repaint existing building	307	m2	105.00	32,235
58	No allowance for anti-graffiti paint		Note		Excl.

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
	Sundries				
59	Allowance for interface works between new walls and exsting		Item		2,000
				Sub-Total External Walls	**79,985**
WW	**Windows**				
60	No allowance for glazing to Canteen and lift / stair extensions		Note		Excl.
				Sub-Total Windows	**0**
ED	**External Doors**				
	Aluminium Door				
61	1400mm x 2100mm high pair of aluminium framed glazed auto doors including frame and hardware to Foyer	1	No	12,000.00	12,000
	Roller Door				
62	1500mm x 1500mm Roller severy door including hardware to Canteen	3	No	1,800.00	5,400
63	2500mm x 1500mm Roller severy door including hardware to Bar	1	No	2,000.00	2,000
	Operable Wall				
64	2100mm high Aluminium glazed bifold door including hardware	1	No	30,000.00	30,000
65	Allowance for structural support to door	10	m	500.00	5,000
	Sundries				
66	No allowance for double glazing		Note		Excl.
67	No allowance for glazed film		Note		Excl.
				Sub-Total External Doors	**54,400**
NW	**Internal Walls**				
	Lightweight Wall				
68	Lightweight stud framed partition lined both side with 1 layer of plasterboard including framing, insulation and paint finish	186	m2	175.00	32,550

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
69	One layer of plasterboard direct stick to life wall and masonry wall including paint finish	72	m2	60.00	4,320
70	Extra over for moisture resistance plasterboard to wet areas	113	m2	5.00	565
	Precast Lift Wall				
71	Precast concrete lift wall	44	m2	455.00	20,020
	Sundries				
72	Allowance to make good internal walls where		Item		5,000
				Sub-Total Internal Walls	**62,455**

NS Internal Screens & Borrowed Lights

	Toilet / Shower Partition				
73	Compact laminate toilet partition	4	No	1,850.00	7,400
74	Compact urinal partition	2	No	550.00	1,100
	Sundries				
75	No allowance for double glazing		Note		Excl.
76	No allowance for glazing film		Note		Excl.
				Sub-Total Internal Screens & Borrowed Lights	**8,500**

ND Internal Doors

	Timber Door				
77	1000mm x 2100mm high Single solid core door including frame, hardware and paint finish to Office, Store, Male/Female and Access WCs	7	No	1,400.00	9,800
78	1200mm x 2100 Pair of solid core door including frame, hardware and paint finish to Bar	1	No	2,200.00	2,200
	Servery Door				
79	2100mm x 1500mm Roller door including hardware to Kitchen (manual)	1	No	2,300.00	2,300
80	3100mm x 1500mm Roller door including hardware to Kitchen (manual)	2	No	3,300.00	6,600

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
	Sundries				
81	Allowance for door sundries including closer, etc.		Item		2,000
				Sub-Total Internal Doors	**22,900**
WF	**Wall Finishes**				
82	Splashback including waterproofing to basin and urnial	6	m2	200.00	1,200
83	Splashback including waterproofing to canteen and bar (0.6m high)	18	m2	250.00	4,500
84	Make good and paint finish to existing walls	172	m2	20.00	3,440
85	No allowance for full height wall tiles		Note		Excl.
				Sub-Total Wall Finishes	**9,140**
FF	**Floor Finishes**				
	Tiling				
86	Tiled floor including waterproofing and screed to falls / cross falls to Amenities	35	m2	185.00	6,475
87	Tiled floor to Foyer	32	m2	140.00	4,480
88	Allowance to make good exsiting tile to GL Access WC where new fixetures installed		Item		300
	Carpet				
89	Carpet floor to Main Hall and Member's Lounge and Main Hall	447	m2	65.00	29,055
	Vinyl				
90	Vinyl floor to Stores, Bar and Canteen	89	m2	95.00	8,455
91	Allowance to make good viny where new stair removed to Bar		Item		300
	Skirting				
92	Flat skirting to Carpet and vinyl	194	m	18.00	3,492
93	Tile skirting to wet areas	39	m	35.00	1,365

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
	General				
94	Allowance for entry mat		Item		2,000
95	Allowance for sundries floor finishes e.g. divider strip, threshold, etc.		Item		500
96	No allowance for new floor finishes to GL Bar, Store, Kitchen, Male/Female WCs and Outdoor Area		Note		Excl.
				Sub-Total Floor Finishes	**56,422**
CF	**Ceiling Finishes**				
97	Acoustic plasterboard ceiling including suspension system, insulation and paint finish to Member's Lounge	188	m2	160.00	30,080
98	Flush plasterboard ceiling including suspension system, insulation and paint finish complete to Level 1 Bar, Kitchen, Store, Canteen and Air lock	93	m2	120.00	11,160
99	Flush moisture resistant plasterboard ceiling including suspension system, insulation and paint finish complete to Level 1 WCs	34	m2	125.00	4,250
100	Flush plasterboard ceiling including ceiling battens, insulation and paint finish complete to Ground Floor Store, Foyer	45	m2	110.00	4,950
101	Allowance for bulkhead and access panels		Item		8,000
102	Paint finish to existing ceiling in Access WC	9	m2	20.00	180
103	Allowance to modify existing ceiling tiles to Main Hall to suit new layout		Item		1,000
104	Allowance for sundry feature treatments		Item		10,000
				Sub-Total Ceiling Finishes	**69,620**
FT	**Fitments**				
	Accessories				
105	Mirrors	6	No	250.00	1,500
106	Toilet roll holder	6	No	95.00	570
107	Soap dispenser (not automatic)	6	No	85.00	510
108	Grab rails set to ambulant toilet	2	No	500.00	1,000
109	Grab rails set to disable toilet	2	No	950.00	1,900
110	Robe hooks to toilets (assumed 1no to toilet and 2nos to access wc)	8	No	35.00	280
111	Hand dryer (not dyson)	4	No	600.00	2,400

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
112	Paper towel dispenser (not automatic)	4	No	95.00	380
113	Baby change table to Access WC	2	No	550.00	1,100
	Joinery				
	Canteen				
114	Servery bench - stainless steel - open under	11	m	1,800.00	19,800
115	Benchtop including underbench cupboards and drawers - stainless steel	5	m	2,200.00	11,000
	Bar				
116	Serve bench - stainless steel	12	m	1,800.00	21,600
117	Full height storage cupboard	4	m	2,500.00	10,000
118	Allowance to reinstate existing bar furniture to new location		Item		3,000
	Store				
119	No allowance for fixed joinery to Ofiice and Stores		Note		Excl.
	Signage				
120	Allowance for directional and statutory signage		Item		2,000
	Blinds				
121	No allowance for blinds / curtains		Note		Excl.
				Sub-Total Fitments	**77,040**

SE	Special Equipment				
122	PC Sum allowance for Canteen equipment		Item		20,000
123	PC Sum allowance for Bar equipment		Item		15,000
124	No allowance for AV as advised		Note		Excl.
125	No allowance for crockery, cultery etc.		Note		Excl.
126	No allowance for beer lines and kegs		Note		Excl.

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
				Sub-Total Special Equipment	**35,000**
HY	**Hydraulic Services**				
127	Water closet including tap ware and all plumbing reticulation services	5	No	3,200.00	16,000
128	Wall hung basin including tap ware and all plumbing reticulation services	5	No	3,000.00	15,000
129	Round kitchen sink including tap ware and all plumbing reticulation services	2	No	2,800.00	5,600
130	Canteen sink including tapware and all plumbing reticulation services	1	No	3,200.00	3,200
131	Water closet connect to existing plumbing conneciton to UF Access WC	1	No	2,200.00	2,200
132	Wall hung basin connect to existing plumbing conneciton to UF Access WC	1	No	1,800.00	1,800
133	Allowance for gas reticulation		Item		10,000
134	Allowance for sundry plumbing to Bar and Kitchen		Item		30,000
135	No allowance for new hot water system		Note		Excl.
				Sub-Total Hydraulic Services	**83,800**
MS	**Mechanical Services**				
136	Allowance to upgrade existing mechanical services to suit new layout and extension	430	m2	300.00	129,000
137	Allowance for ventilation to toilets	35	m2	150.00	5,250
138	Allowance for reconfiguration of the existing mechanical exhaust from the ground floor kitchen		Item		20,000
139	No allowance to upgrade existing mechanical services to existing Bar, and GL Female & Male WCs		Note		Excl.
				Sub-Total Mechanical Services	**154,250**
FP	**Fire Protection**				
140	Allowance to upgrade existing fire services to suit new layout including new fire extinguishers, fire detection and fire blankets		Item		10,000
141	No allowance for sprinklered fire protection		Note		Excl.
				Sub-Total Fire Protection	**10,000**
ES	**Electrical Services**				

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Refurbishment Works

Code	Description	Quantity	Unit	Rate	Total
142	Allowance to upgrade existing electrical services to suit new layout and new extension	372	m2	250.00	93,000
143	No allowance for solar		Note		Excl.
				Sub-Total Electrical Services	**93,000**
TS	**Transportation Systems**				
144	Allowance for vertical transportation system		Item		90,000
145	Allowance for dumbwaiter including fire treatments, penetrations, make good, etc.		Item		40,000
				Sub-Total Transportation Systems	**130,000**
BW	**Builder's Work in Connection**				
146	Allowance for builder's work in connection		Item		20,000
				Sub-Total Builder's Work in Connection	**20,000**
				Refurbishment Works	**1,286,187**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Additional Changerooms

Code	Description	Quantity	Unit	Rate	Total
SB	**Substructure**				
147	Reinforced concrete slab including compacted sub-base, dpm, termite treatment, concrete edge formwork, fabric mesh reinforcement, footings and surface finishes, etc. complete	341	m2	250.00	85,250
148	Allowance for setdown to wet areas	122	m2.	25.00	3,040
149	Allowance for connection to existing slabs / footings	10	m	150.00	1,500
150	No allowance for piling		Note		Excl.
151	No allowance for rock excavation		Note		Excl.
				Sub-Total Substructure	**89,790**
CL	**Columns**				
152	Allowance for column to support suspended floor	341	m2	50.00	17,050
				Sub-Total Columns	**17,050**
RF	**Roof**				
153	Main roof - Lightweight roof including metal roof sheeting, structural steel framing, insulation, sarking, purlins, flashing, capping, rainwater goods and downpipes etc. complete	355	m2	305.00	108,275
				Sub-Total Roof	**108,275**
EW	**External Walls**				
	Masonry Walls				
154	Face brick wall including stud framing, 1 layer of flush plasterboard, insulation and paint finish to match exsiting	203	m2	280.00	56,840
				Sub-Total External Walls	**56,840**
WW	**Windows**				
155	Aluminium framed window	19	m2	800.00	15,200
156	No allowance for double glazing		Note		Excl.
				Sub-Total Windows	**15,200**
ED	**External Doors**				
	Aluminium Door				

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Additional Changerooms

Code	Description	Quantity	Unit	Rate	Total
157	1500mm x 2100mm high One and half aluminium framed glazed door including hardware to Medical/Strapping and Weight Room	1	No	3,800.00	3,800
	Timber Door				
158	1000mm x 2100mm high single solid core door including frame, hardware and paint finish to Changrooms	6	No	1,400.00	8,400
	Sundries				
159	Allowance for door sundries including closer, etc.		Item		1,000
160	No allowance for double glazing		Note		Excl.
161	No allowance for glazed film		Note		Excl.
				Sub-Total External Doors	**13,200**
NW	**Internal Walls**				
	Lightweight Wall				
162	Lightweight stud framed partition lined both side with 1 layer of plasterboard including framing, insulation and paint finish	214	m2	165.00	35,310
163	One layer of plasterboard to stud framing including insulation and paint finish	23	m2	110.00	2,530
164	Extra over for moisture resistance plasterboard to wet areas	565	m2	5.00	2,825
				Sub-Total Internal Walls	**40,665**
NS	**Internal Screens & Borrowed Lights**				
	Toilet / Shower Partition				
165	Compact laminate toilet partition	14	No	1,850.00	25,900
166	Compact laminate shower partition including seating bench	12	No	2,750.00	33,000
167	Compact laminate shower partition including seating bench to Umpires	2	No	2,850.00	5,700
	Sundries				
168	No allowance for double glazing		Note		Excl.
169	No allowance for glazing film		Note		Excl.
				Sub-Total Internal Screens & Borrowed Lights	**64,600**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Additional Changerooms

Code	Description	Quantity	Unit	Rate	Total
ND	**Internal Doors**				
	Timber Door				
170	1000mm x 2100mm high Single solid core door including frame, hardware and paint finish	4	No	1,400.00	5,600
	Sundries				
171	Allowance for door sundries including closer, etc.		Item		500
				Sub-Total Internal Doors	**6,100**
WF	**Wall Finishes**				
172	Wall tiles including waterproofing to shower walls (2.4m high)	24	m2	165.00	3,960
173	Splashback including waterproofing to basin and urnial	4	m2	200.00	800
174	No allowance for full height wall tiling to Changerooms and Bathrooms throughout (showers only)		Note		Excl.
				Sub-Total Wall Finishes	**4,760**
FF	**Floor Finishes**				
	Tiling				
175	Tiled floor including waterproofing and screed to falls / cross falls to Amenities	122	m2	185.00	22,570
	Vinyl				
176	Vinyl floor including waterproofing to Changerooms	183	m2	110.00	20,130
177	Vinyl floor to remaining areas	19	m2	95	1,805
	Skirting				
178	Flat skirting to vinyl	224	m	18.00	4,032
179	Tile skirting to wet areas	224	m	30.00	6,720
	General				
180	No allowance for entry mat		Note		Excl.
181	Allowance for sundries floor finishes e.g. divider strip, threshold, etc.		Item		500

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Additional Changerooms

Code	Description	Quantity	Unit	Rate	Total
182	No allowance for feature floor		Note		Excl.
				Sub-Total Floor Finishes	**55,757**
CF	**Ceiling Finishes**				
183	Flush moisture resistant plasterboard ceiling including suspension system, insulation and paint finish complete	330	m2	125.00	41,250
184	Allowance for bulkhead and access panels		Item		1,000
				Sub-Total Ceiling Finishes	**42,250**
FT	**Fitments**				
	Accessories				
185	Mirrors	14	No	250.00	3,500
186	Toilet roll holder	14	No	95.00	1,330
187	Soap dispenser (not automatic)	15	No	75.00	1,125
188	Grab rails set to ambulant toilet	6	No	500.00	3,000
189	Robe hooks to toilets (assumed 1no to toilet and 2nos to shower)	42	No	35.00	1,470
190	Hand dryer (not dyson)	5	No	600.00	3,000
191	Paper towel dispenser (not automatic)	5	No	95.00	475
192	Coat hook to changroom	36	m	75.00	2,700
	Joinery				
	Changrooms, Amenities and Umpires				
193	Bench seating to Changroom, Umpires and Amenities	93	m	450.00	41,850
194	Open shelving	7	m	600.00	4,200
	Signage				
195	Allowance for directional and statutory signage		Item		500
				Sub-Total Fitments	**63,150**
SE	**Special Equipment**				
196	No allownace for special equipment		Note		Excl.

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Additional Changerooms

Code	Description	Quantity	Unit	Rate	Total
				Sub-Total Special Equipment	**0**
HY	**Hydraulic Services**				
197	Water closet including tap ware and all plumbing reticulation services	14	No	3,000.00	42,000
198	Wall hung basin including tap ware and all plumbing reticulation services	1	No	2,800.00	2,800
199	Counter basin including tap ware and all plumbing reticulation services	14	No	2,600.00	36,400
200	Shower including tap ware and all plumbing reticulation services	14	No	2,200.00	30,800
201	Allowance for new hot water system		Item		10,000
				Sub-Total Hydraulic Services	**122,000**
MS	**Mechanical Services**				
202	Allowance for ventilation to change rooms and toilets	330	m2	150.00	49,500
				Sub-Total Mechanical Services	**49,500**
FP	**Fire Protection**				
203	Allowance for fire extinguisher and blankets		Item		2,000
204	No allowance for sprinklered fire protection		Note		Excl.
				Sub-Total Fire Protection	**2,000**
ES	**Electrical Services**				
205	Allowance for electrical services throughout	330	m2	220.00	72,600
206	No allowance for solar panel		Note		Excl.
				Sub-Total Electrical Services	**72,600**
BW	**Builder's Work in Connection**				
207	Allowance for builder's work in connection		Item		7,500
				Sub-Total Builder's Work in Connection	**7,500**
				Additional Changerooms	**831,237**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

External Works

Code	Description	Quantity	Unit	Rate	Total
XP	**Site Preparation**				
208	Allowance for site clearing	411	m2	10.00	4,110
209	Allowance to form building pleatau	374	m2	35.00	13,090
210	No allowance for cut and fill - minor		Item		10,000
211	No allowance for contaminated soil removal / remediation		Note		Excl.
212	No allowance for rock excavation		Note		Excl.
				Sub-Total Site Preparation	**27,200**
XR	**Roads, Footpaths & Paved Areas**				
213	Floor tile to porch including prepared subbase	14	m2	160.00	2,240
214	Pavement under verandah	58	m2	120.00	6,960
215	New stair to oval including handrails	25	m2	750.00	18,750
216	Allowance for sundry pavements		Item		10,000
217	Modify existing driveway		Item		20,000
				Sub-Total Roads, Footpaths & Paved Areas	**57,950**
XN	**Boundary Walls, Fencing & Gates**				
218	No allowance for boundary walls, fencing & gates		Note		Excl.
				Sub-Total Boundary Walls, Fencing & Gates	**0**
XB	**Outbuildings & Covered Ways**				
219	New verandah including framing	58	m2	450.00	26,100
				Sub-Total Outbuildings & Covered Ways	**26,100**
XL	**Landscaping & Improvements**				
220	Allowance to make good existing landscaping		Item		20,000
				Sub-Total Landscaping & Improvements	**20,000**
XK	**External Stormwater Drainage**				
221	Allowance for external stormwater drainage including connection to existing main		Item		20,000
222	No allowance for collection / retention		Note		Excl.

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

External Works

Code	Description	Quantity	Unit	Rate	Total
				Sub-Total External Stormwater Drainage	**20,000**
XD	**External Sewer Drainage**				
223	Allowance for sewer drainage including connection to existing main		Item		15,000
224	No allowance to relocate grease arrestor		Note		Excl.
225	No allowance to upgrade existing hydraulics services infrastructure		Note		Excl.
				Sub-Total External Sewer Drainage	**15,000**
XW	**External Water Supply**				
226	Allowance for water supply and connections to existing main		Item		10,000
227	No allowance to upgrade existing hydraulics services infrastructure		Note		Excl.
				Sub-Total External Water Supply	**10,000**
XF	**External Fire Protection**				
228	No allowance for external fire protection - risk item		Note		Excl.
				Sub-Total External Fire Protection	**0**
XE	**External Electric Light & Power**				
229	Allowance for minor external electrical services		Item		5,000
230	Allowance for SAPN Augmentation		Item		30,000
231	No allowance for new main switchboard		Note		Excl.
232	No allowance for new / upgrades to existing Transformer		Note		Excl.
				Sub-Total External Electric Light & Power	**35,000**
				External Works	**211,250**

CHRIS SALE consulting

Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Building Works On-Costs

Code	Description	Quantity	Unit	Rate	Total
DD	**Design Development Contingency (5%)**				
233	Allowance for Design Development Contingency at 5%		Item		125,000
				Sub-Total Design Development Contingency (5%)	**125,000**
PR	**Builder's Preliminaries and Margin (11%)**				
234	Allowance for Builder's Preliminaries and Margin at 11%		Item		285,000
				Sub-Total Builder's Preliminaries and Margin (11%)	**285,000**
				Building Works On-Costs	**410,000**

CHRIS SALE consulting

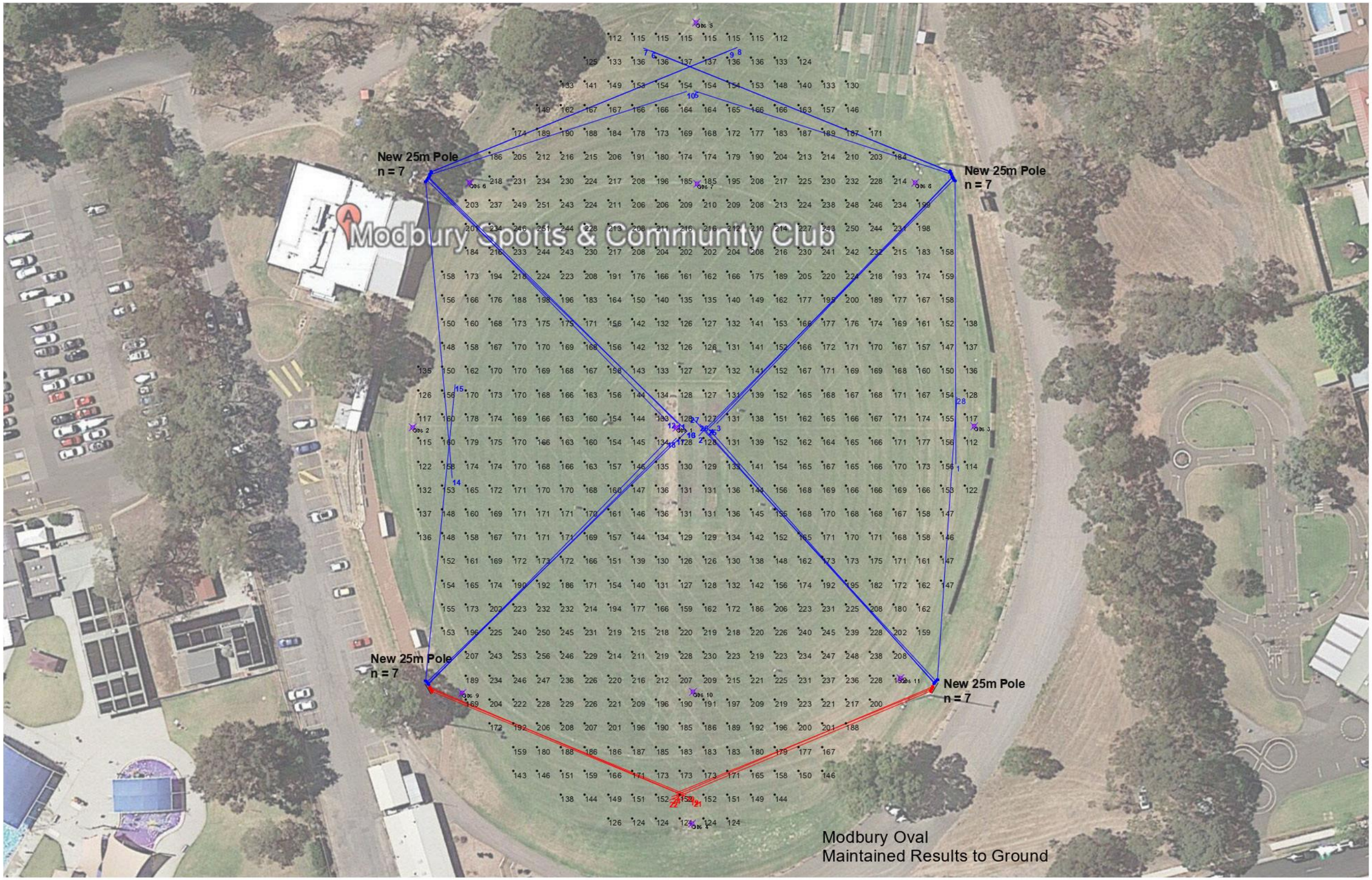
Concept Cost Estimate_Option B

Project:	Modbury Sports And Community Club	**Estimate:**	Concept Cost Estimate_Option B
Project No:	212997	**Date:**	19th July 2021

Project On-Costs

Code	Description	Quantity	Unit	Rate	Total
CC	**Construction Contingency (5%)**				
235	Allowance for Construction Contingency at 5% as advised		Item		145,000
				Sub-Total Construction Contingency (5%)	**145,000**
PF	**Professional Fees (6%)**				
236	Allowance for Professional Fees at 6% as advised		Item		180,000
				Sub-Total Professional Fees (6%)	**180,000**
ST	**Statutory Changes Incl. CITB Levy (0.5%)**				
237	Allowance for Statutory Charges Incl. CITB Levy		Item		15,000
				Sub-Total Statutory Changes Incl. CITB Levy (0.5%)	**15,000**
FFE	**Loose, Furniture, Fitting & Equipment**				
238	No allowance for Loose, Furniture, Fitting and Equipment		Note		Excl.
				Sub-Total Loose, Furniture, Fitting & Equipment	**0**
ES	**Escalation**				
239	Allowance for Escalation until end 2022		Item		85,000
				Sub-Total Escalation	**85,000**
GST	**GST**				
240	No allowance for GST		Note		Excl.
				Sub-Total GST	**0**
				Project On-Costs	**425,000**





CLIENT DETAIL City of Tea Tree Gully	**PROJECT NAME** Modbury Oval 150 Lux Average LED Proposal on New 25m Poles	SPORTSLIGHTING SA	DATE: 9/04/2021 SCALE: NTS REV: B New Poles Page 1 of 4

ARRANGEMENT - New 4 x 25m Poles Refitted with LED Fittings (7 per pole)

Luminaire Schedule							
Symbol	**Qty**	**Label**	**Total Lamp Lumens**	**LLF**	**Description**	**Lum. Watts**	**Status**
	22	528 NLT	213800	0.860	BVP528 A35-NB +LT Optivision Gen3.5 Narrow Beam - I Peak file	1420	All ON
	6	528 NBL	213800	0.860	BVP528 A35-NB +BL Optivision Gen3.5 Narrow Beam w/ Lvr - I Peak file	1420	All ON

RESULTS - MAINTAINED
REQUIRED: Football Amatuer, >150 Lux average Uniformity U1:0.5, U2:0.3

Calculation Summary					
Project: Football Oval					
Label	**Avg**	**Max**	**Min**	**Min/Avg U1**	**Min/Max U2**
Football Oval	176.02	256	112	0.64	0.44

PHILIPS OPTIVISION "GEN 3.5"
LED FLOODLIGHT 5700K.
OPTICS & INTEGRAL LOUVRES
TO SUIT LAYOUT. DALI Gear.

PLAYERS GLARE RESULTS
REQUIRED: Maximum 50 at specified observer points (Football)

Calculation Summary			
Project: Football Glare			
Label	**CalcType**	**Max**	**Obs Label**
Players Glare Oval - Foo	Glare Rating	43.0	Obs 1
Players Glare Oval - Foo	Glare Rating	38.1	Obs 2
Players Glare Oval - Foo	Glare Rating	37.9	Obs 3
Players Glare Oval - Foo	Glare Rating	42.0	Obs 4
Players Glare Oval - Foo	Glare Rating	42.4	Obs 5
Players Glare Oval - Foo	Glare Rating	22.3	Obs 6
Players Glare Oval - Foo	Glare Rating	45.1	Obs 7
Players Glare Oval - Foo	Glare Rating	22.3	Obs 8
Players Glare Oval - Foo	Glare Rating	12.7	Obs 9
Players Glare Oval - Foo	Glare Rating	44.0	Obs 10
Players Glare Oval - Foo	Glare Rating	15.6	Obs 11

Luminaire Location Summary						
LumNo	**Label**	**X**	**Y**	**Z**	**Orient**	**Tilt I Peak**
1	528 NLT	55.54	52.59	25.3	270.153	67
2	528 NLT	55.5	52.71	24.7	225.085	72
3	528 NLT	55.21	53.22	24.7	226.221	71
4	528 NLT	55.21	53.29	25.3	225.87	71
5	528 NLT	55.05	53.57	25.3	162.051	66
6	528 NLT	54.82	53.98	24.7	157.946	70
7	528 NLT	54.77	54.13	25.3	158.106	70
8	528 NLT	-54.96	54.03	25.3	22.106	70
9	528 NLT	-55.02	53.96	24.7	22.13	70
10	528 NLT	-55.27	53.46	25.3	17.927	66
11	528 NLT	-55.42	53.21	25.3	315.343	71
12	528 NLT	-55.51	53.09	24.7	314.504	71
13	528 NLT	-55.78	52.6	24.7	316.021	72
14	528 NLT	-55.89	52.41	25.3	275.126	68
15	528 NLT	-55.89	-53.23	25.3	84.306	68
16	528 NLT	-55.81	-53.36	24.7	43.979	72
17	528 NLT	-55.58	-53.71	25.3	44.657	71
18	528 NLT	-55.5	-53.86	24.7	45.546	71
19	528 NBL	-55.31	-54.14	25.3	336.94	67
20	528 NBL	-55.09	-54.51	24.7	337.565	67
21	528 NBL	-54.81	-55	25.3	337.542	67
22	528 NBL	50.71	-54.91	25.3	202.649	67
23	528 NBL	50.95	-54.43	24.7	202.161	67
24	528 NBL	51.15	-54.01	25.3	202.87	67
25	528 NLT	51.38	-53.69	24.7	131.579	71
26	528 NLT	51.43	-53.57	25.3	132.225	71
27	528 NLT	51.73	-53.18	24.7	132.79	72
28	528 NLT	51.81	-53	25.3	86.091	67



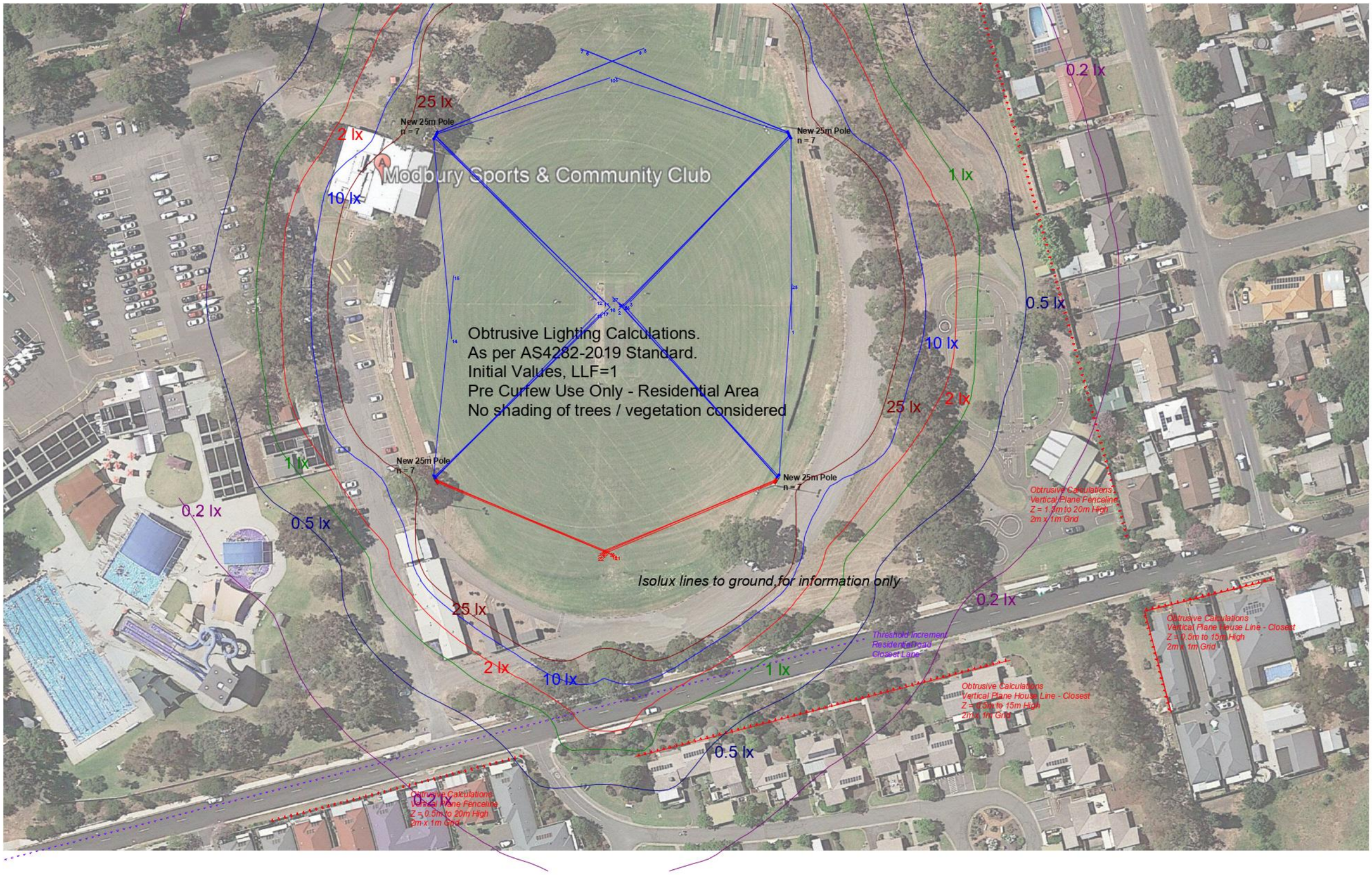
PHILIPS

CLIENT DETAIL
City of Tea Tree Gully

PROJECT NAME
Modbury Oval 150 Lux Average
LED Proposal on New 25m Poles

SPORTSLIGHTING SA

DATE: 9/04/2021
SCALE: NTS
REV: B New Poles Page 2 of 4



CLIENT DETAIL City of Tea Tree Gully	**PROJECT NAME**	Modbury Oval 150 Lux Average LED Proposal on New 25m Poles	SPORTSLIGHTING SA	DATE: 9/04/2021 SCALE: NTS REV: B New Poles Page 3 of 4

Obtrusive Lighting Calculations

Based on Residential Area Zone A3

Initial Values (LLF = 1)
Pre Curfew Use Only

Luminaire Schedule						
Symbol	**Qty**	**Label**	**Total Lamp Lumens**	**LLF**	**Description**	**Lum. Watts**
	22	528 NLT	213800	1.000	BVP528 A35-NB +LT Optivision Gen3.5 Narrow Beam - I Peak file	1420
	6	528 NBL	213800	1.000	BVP528 A35-NB +BL Optivision Gen3.5 Narrow Beam w/ Lvr - I Peak file	1420

Calculation Summary			
Project: Obtrusive Lighting			
Label	**Units**	**Max**	**CalcType**
Adj Residents Fenceline_Cd_Seg1	N.A.	8364	Obtrusive - Cd
Adj Residents Fenceline_Ill_Seg1	Lux	2.0	Obtrusive - Ill
Opp Residents Fenceline_Cd_Seg1	N.A.	11855	Obtrusive - Cd
Opp Residents Fenceline_Ill_Seg1	Lux	2.2	Obtrusive - Ill
Opp Residents House Line_1_Cd_Seg1	N.A.	8364	Obtrusive - Cd
Opp Residents House Line_1_Cd_Seg2	N.A.	8119	Obtrusive - Cd
Opp Residents House Line_1_Ill_Seg1	Lux	0.6	Obtrusive - Ill
Opp Residents House Line_1_Ill_Seg2	Lux	0.6	Obtrusive - Ill
Opp Residents House Line_Cd_Seg1	N.A.	8763	Obtrusive - Cd
Opp Residents House Line_Ill_Seg1	Lux	3.6	Obtrusive - Ill
TI Roadway Nearest Laneway	%	2.1	Obtrusive - TI

Obtrusive Light - Compliance Report

AS/NZS 4282:2019, A3 - Medium District Brightness, Non-Curfew L1
Filename: Modbury Oval 4x25m Poles
9/04/2021 11:28:51 AM

Illuminance

Maximum Allowable Value: 10 Lux

Calculations Tested (5):

Calculation Label	Test Results	Max. Illum.
Opp Residents House Line_Ill_Seg1	PASS	3.6
Opp Residents House Line_1_Ill_Seg1	PASS	0.6
Opp Residents House Line_1_Ill_Seg2	PASS	0.6
Adj Residents Fenceline_Ill_Seg1	PASS	2.0
Opp Residents Fenceline_Ill_Seg1	PASS	2.2

Luminous Intensity (Cd) At Vertical Planes

Maximum Allowable Value: 12500 Cd

Calculations Tested (5):

Calculation Label	Test Results
Opp Residents House Line_Cd_Seg1	PASS
Opp Residents House Line_1_Cd_Seg1	PASS
Opp Residents House Line_1_Cd_Seg2	PASS
Adj Residents Fenceline_Cd_Seg1	PASS
Opp Residents Fenceline_Cd_Seg1	PASS

Threshold Increment (TI)

Maximum Allowable Value: 20 %

Calculations Tested (1):

Calculation Label	Adaptation Luminance	Test Results
TI Roadway Nearest Laneway	1	PASS

Upward Waste Light Ratio		
Label	**UWLR**	**Percentage**
Upward Waste Light Ratio	0.009	0.9 %

Upward Waste Light Ratio (UWLR)

Maximum Allowable Value: 2.0 %

Calculated UWLR: 0.9 %
Test Results: PASS

CLIENT DETAIL
City of Tea Tree Gully

PROJECT NAME
Modbury Oval 150 Lux Average
LED Proposal on New 25m Poles

SPORTSLIGHTING SA

DATE: 9/04/2021
SCALE: NTS
REV: B New Poles Page 4 of 4

Attachment 4

Item 13.6

REPORT FOR	COUNCIL MEETING
MEETING DATE	27 JULY 2021

RECORD NO:	D21/52313
REPORT OF:	ORGANISATIONAL SERVICES & EXCELLENCE
TITLE:	GRANT OPPORTUNITIES

PURPOSE

To provide Council with the opportunity to consider project nominations to be submitted for funding available under:

- ☒ Safer Communities Fund Round 6
- ☒ Open Space Grant Program
- ☒ Stormwater Management Fund
- ☒ Infrastructure Projects Program Round 2

RECOMMENDATION

1. **That Council, having considered the report titled "Grant opportunities" and dated** 27 July 2021, approves the Chief Executive Officer (CEO) to make the following grant funding submissions to support community projects:

   (a) Safer Communities Fund Round 6 as detailed in table 1 of this report

   (b) Open Space Grant Program as detailed in table 2 of this report.

   (c) Stormwater Management Fund as detailed in table 3 of this report.

   (d) Infrastructure Projects Program 21-22 as detailed in table 4 and table 5 of this report.

2. **That Council authorises the CEO to vary the 'grant program source' of the grant application, subject to Council's contribution remaining unchanged for the** associated grant application.

3. That Council notes the grant funding applications being made by the Tea Tree Gully City Soccer Club and Tea Tree Gully Gymsports to the Infrastructure Projects Program 2021-22 and authorises the Chief Executive Officer to provide a letter of support.

1. BACKGROUND

The following criteria and information relating to the various funding categories are listed below:-

Safer Communities Fund Round 6

- Applications close 4 August 2021
- Grants from $10,000 to $500,000

The Safer Communities Fund is a Federal Government Program that provides schools and pre-schools, places of religious worship, community organisations and local councils with grants for crime prevention initiatives. Initiatives that benefit the wider community such as fixed and mobile CCTV and lighting, as well as early intervention services.

The intended outcomes of the program are:

- Contribute to the enhancement of community safety and improve security through local security infrastructure that benefits the community
- Contribute to greater community resilience and wellbeing by addressing crime, anti-social behavior and other security risks
- Help to reduce fear of crime and increase feelings of safety in the Australian community and contribute to greater community resilience
- Contribute to the safety of communities that may be at risk of racial and/or religious intolerance.

Open Space Grant Program

- Council Contribution 50%
- Applications close 27 August 2021

The Planning and Development Fund is an offset scheme that provides grants to improve access to public open spaces and places. The Fund allows the South Australian Government to adopt a state-wide approach to strategically implement open space and public realm projects in an objective manner.

The purpose of the Grant Program is to support and enhance the state's liveability and sustainability. The grant programs will support projects that:

1. facilitate the integrated delivery of quality public open space particularly in areas of growth and renewal
2. provide a diverse range of high quality public open spaces that offer a range of active and passive uses
3. improve the way our places function, making them more sustainable, more accessible, safer and healthier
4. promote urban greening and climate change resilience

5. create an interconnected network of high quality green spaces that join destinations, public transport and growth areas.

Stormwater Management Fund

- Council Contribution, minimum 50%
- Applications close 13 September 2021

The Stormwater Management Fund (SMF) has been established through the Stormwater Management Agreement to assist, primarily, local government in meeting the costs of stormwater management planning and stormwater infrastructure.

The Stormwater Management Authority is now calling for capital works project applications under the Stormwater Management Fund.

Eligible projects include:

- Detailed design of civil works
- Construction of civil works
- Land acquisition

Infrastructure Projects Program (Office for Recreation Sport and Racing)

To support the implementation of the State Sport and Recreation Infrastructure Plan the government has combined the Community Recreation and Sport Facilities Program and the Grassroots Facilities Program to form the Infrastructure Projects funding program, resulting in a combined $20 million available across the Infrastructure Projects suite of grant program in 2021 -2022.

- State Budget Allocation $20m
- Co-contribution 50%
- Applications now open
- Applications close 18 August 2021

A summary of the combined grant programs is noted below.

Community Recreation and Sport Facilities Program (CRSFP)

The objective of CRSFP is to provide access to funding for the development of sustainable, functional, inclusive and fit-for-purpose active recreation and sport facilities that meet the current and future needs of the South Australian community. CRSFP will assist eligible organisations to develop infrastructure that directly addresses demonstrated need and supports participation through the rational development of good quality projects.

Construction or upgrade of an active recreation and sport facility or multi-use sports hub. Some examples of this include:

1. Significant upgrades to playing surfaces, including multi-sport upgrades and resurfacing that supports increased use.
2. Building, expanding and/or upgrading change rooms, parent and child change spaces and officials' areas.
3. Improved sports floodlighting and safety lighting.
4. Upgrade of an aquatic facility.
5. Modifications to ensure that an existing facility meets environmental and Occupational Health and Safety regulations.
6. Construction/development of trails (walking, horse, bike, water-based).
7. Water and energy saving initiatives including water harvesting, installation of new or upgrades to existing irrigation infrastructure, connection to existing water infrastructure, more efficient lighting, installation of solar panels and other innovative smart technologies.

Grassroots Facilities Program (GFP)

The objective of GFP is to increase sport participation and improve gender equality to support healthier, happier and safer communities. GFP will assist eligible organisations to develop core infrastructure that directly impacts participation through the rational development of good quality, well designed and utilised facilities.

Examples of eligible projects may include:

1. Construction or upgrade of unisex change room facilities (including modular)
2. Install new or replace and improve on existing lighting for training or playing areas.
3. Redevelop or refurbish current change facilities.
4. Construct parent and child change space.
5. Develop new or redevelop/refurbish existing change rooms for officials.
6. Develop or redevelop playing surfaces (new surfaces, cricket pitches or practice nets, drainage, irrigation etc.).

2. DISCUSSION

To assist Council to decide which projects are eligible a group of Council staff from a range of areas have meet to access the criteria for each grant funding opportunity and then they have categorised the projects into relevant grant categories.

Safer Communities Fund Round 6

The minimum grant amount is $10,000 and the maximum is $500,000, with funding up to 100% of project costs.

A variety of projects have been considered for this grant, however it is recommended that consideration be given to making an application for public pathway lighting works in Meadowvale Reserve, Modbury in the State Electorate of Newland as detailed in table below.

Table 1: Open Space Program

Project	**$'000**
Meadowvale Age Friendly Precinct – Lighting	110
Grant funding	(110)
Net contribution from Council	0

The Meadowvale Reserve Inclusive Precinct includes upgrades to the path network and open space to provide DDA access throughout the precinct. Works proposed for this grant include the installation of additional pedestrian lights through Stage 1 of the precinct, to provide safe access from Apalie Drive towards Smart Road and the O-Bahn interchange and across to Hatherleigh Avenue providing a connection to Modbury Hospital.

Open Space Grant Program

Typically the places for people program requires a 50/50 contribution between the State Government and Council. A variety of projects have been considered as part of the implementation of the Dry Creek Master Plan, it is recommended that consideration be given to making an application for works in Dawson Reserve, Modbury as detailed in table below. A concept plan for the proposed works has been included in Attachment A. This is currently in the State Electorate of Florey but will be in Newland after the 2022 state government elections.

Table 2: Open Space Program

Project	**$'000**
Dry Creek Corridor Stage 2 - Dawson Reserve Open Space Upgrade	1,000
Grant funding	(500)
Net contribution from Council	500

The upgrades to Dawson Reserve are identified in the Dry Creek Corridor Concept Plan endorsed by Council 24 March 2020 and focus areas in the Dry Creek Corridor Biodiversity Plan endorsed by Council 22 June 2021. Works proposed include upgrade to open space i.e. paths to DDA and shared use path standards, park furniture, shelter, irrigated grass, trees and biodiversity plantings, swales and bio-filtration areas.

Council's contribution to these works would be covered from provisions within the current 2021/22 Capital Works Program and allocations provided for in Council's Long Term Financial Plan for 2022/23.

Stormwater Management Fund

The creek line that passes through Meadowvale Reserve, Modbury experiences high flows which has led to significant erosion of the riparian zone on the eastern side of the O-Bahn Busway. The erosion has destabilised the embankment at various locations along the creek line. This rehabilitation work will need to be completed before further work can proceed to provide improved disabled access from the northern and southern side of the creek on the eastern side of the O-Bahn.

Table 3: Stormwater Management Fund

Project	**$'000**
Meadowvale Reserve Creek Line, Modbury	800
Grant funding	(400)
Net contribution from Council	400

It is proposed that Council seek a funding contribution of up to 50% from the Stormwater Management Authority (SMA) to undertake a detailed design and the associated civil works to improve the hydraulics of the creek line that will stabilise the banks and also prevent further erosion to the creek line.

Council's contribution to these works would be covered from provisions within 2021/22 Capital Works Program and allocations provided for in Council's Long Term Financial Plan for 2022/23.

Infrastructure Projects Program (Office for Recreation, Sport and Racing) Round 2

It is proposed Council submit two grant applications to the *Infrastructure Project* program which are summarised below:

Application 1:

Within the agenda for this same meeting a report is being presented with concept plans upgrade of the clubroom facilities at the Modbury Sporting Club, Modbury. Subject to Council's consideration of that report it is recommended that Council's application to the *Infrastructure Projects* program be for those upgrades.

Table 4: Infrastructure Projects Program Round 2

Project	**$'000**
Clubroom Facilities - Modbury Sporting Club	4,500
Less grant funding	(1,500)
Net contribution from Council	3,000

Application 2:

Council commissioned a progressive audit of our sportsfield flood lighting in 2019. This audit has led to a number of upgrades to lighting to ensure compliance with the relevant standards for sport played at each facility. Projects have been priroitised based on a risk assessment to address the deficiencies identified in the audit. It is recommended that Council make application to the *Infrastructure Projects* program to address the locations that are next in need as detailed in the table below:

Table 5: Infrastructure Projects Program Round 2

Project	**$'000**
South Australian Districts Netball Association Court Lighting Renewal	452
Golden Grove Tennis Club – Lighting Renewal Upper and lower Courts	260
Total anticipated project cost	712
Less grant funding	(356)
Net contribution from Council	356

Council's contribution to these works would be covered from provisions within Council's current 2021/22 Capital Works Program and allocations provided for in Council's Long Term Financial Plan for 2022/23.

Other Potential Grant Applications

At the meeting of Council on 27 April 2021, Council endorsed the Master Plan for the Tilley Recreation Park.

> *That Council having considered the report titled "Tilley Recreation Park – Master Plan" and dated 27 April 2021 resolves:*
>
> 1. *That based on preliminary cost estimates, Council supports the proposed Tilley Recreation Park Draft Master Plan as set out in Attachment 2 in the report titled "Tilley Recreation Park – Master Plan" and dated 27 April 2021 as a long term vision for the site subject to undertaking an appropriate Prudential review.*
>
> 2. *That in accordance with Council's Prudential Management Policy, a Prudential Report be prepared and presented to Council for the proposed*

Tilley Recreation Park Draft Master Plan as set out in the report titled "Tilley Recreation Park – Draft Master Plan" and dated 27 April 2021.

3. *That Council supports a financial contribution towards the building works identified as part of the Tilley Recreation Park Draft Master Plan as set out in the report titled "Tilley Recreation Park – Draft Master Plan" and dated 27 April 2021, subject to a minimum 50% of the project cost being received through external grant funding, and a financial contribution being committed from the Tea Tree Gully City Soccer Club Incorporated.*

4. *That Council requests a financial contribution from the Tea Tree Gully City Soccer Club Incorporated towards the proposed upgrade to the John G Tilley Centre and development of a club room facility, subject to external grant funding also being received.*

5. *That Council requests the Chief Executive Officer to make grant funding submissions to future relevant funding opportunities to obtain a minimum 50% financial contribution towards the project.*

Council has been providing assistance to the Tea Tree Gully City Soccer Club who are preparing an application to the *Infrastructure Projects* program through the Office for Recreation, Sport and Racing.

Tilley Recreation Park	**$'000**
Changeroom Facility	1,300
Clubroom Redevelopment	1,970
Total anticipated project cost	3,270
Less grant funding	(1,500)
Net contribution from Council*	$1,770

*This amount excludes a contribution from the TTGCSC. The level of required contribution has not yet been determined.

At the meeting of Council on 8 June 2021, Council endorsed a concept plan for the expansion of the Tea Tree Gully Gymsports facility.

That Council, having considered the report titled "Tea Tree Gully Gymsports – Proposed Concept Plan for Facility Expansion" and dated 8 June 2021:

1. *Supports the proposed concept plan Option B for Tea Tree Gully Gymsports, Banksia Park as detailed in Attachment 2 and Attachment 5.*

2. *That in accordance with Council's Prudential Management Policy, a Prudential Report be prepared and presented to Council for the proposed concept plan for the redevelopment of the building occupied by Tea Tree Gully Gymsports.*

3. *Supports a financial contribution from Council towards the project and subject to a minimum 50% of the project cost being received through external grant funding, and a financial contribution from Tea Tree Gully Gymsports Incorporated.*

4. *Supports Tea Tree Gully Gymsports Incorporated submitting a grant funding application to future relevant funding opportunities to obtain a minimum 50% financial contribution towards the project.*

Council has been providing assistance to Tea Tree Gully Gymsports who are preparing an application to the *Infrastructure Projects* program through the Office for Recreation, Sport and Racing.

OPTION B: New facility for the Tea Tree Gully Gymsports	**$'000**
Stage 1: New Gymsports Facility	$5,308
Stage 2: Car parking	$150
Sub-Total building works	$5,458
Building Works On-Costs	$839
Project On-Costs (construction contingency, professional fees)	$978
TOTAL	$7,275
Less Community Recreation and Sports Facilities grant	1,500
Less Contribution from Council (capped at 50%)	3,637
Balance of project funding*	2,138

*This amount excludes a contribution from the Tea Tree Gully Gymsports. The level of required contribution has not yet been determined. Tea Tree Gully Gymsports will be seeking a contribution from the Federal Government.

In addition to the bowling club other community and sporting groups may choose to apply for their own funding directly. Council staff will support these applications including the provision of letters of support and funding (subject to consideration by Council at a later date).

3. FINANCIAL

There are three Council supported projects that are being submitted to the Infrastructure Partnership Program. The total grant funding being requested is $6.6m with Council's contribution totaling $8.4m. While there is capacity to support these projects within the forward estimates of the LTFP, Council's contribution has been initially set at 50% of the $8.4m required to FYE 2022/23.

Council's initial contribution to these works would be covered through:

Project - Infrastructure Partnership Program	Project Cost	Grant/ Other	Estimated Maximum CTTG Funding *
Clubroom Facilities - Modbury Sporting Club @	4,500	1,500	3,000
Tilley Recreation Park	3,270	1,500	1,770
TTG Gymsports	7,275	3,638	3,637
Total	15,045	6,638	8,407
Council contribution at 50%			4,200
Council contribution funded by			
ABP Line 210147 – Building future fund			930
2022/23 Building future fund (LTFP)			1,000
Operational Savings achieved 2020/21 ^			1,270
2022/23 Capital Enhancement (LTFP)			1,000
Total			4,200

* Club contributions will be negotiated and a further report will be presented to Council prior to grant acceptance
^ Based on current forecast
@ Subject to Separate report at same meeting

Council's contribution to the grant applications excluding the Infrastructure Partnership Program will be funded through provisions within 2021/22 Capital Works Program and allocations provided for in Council's Long Term Financial Plan for 2022/23.

Project	Project Cost	Grant/ Other	CTTG Funding
Dawson Reserve Open Space Upgrade	1000	500	500
Meadowvale Reserve Creek Line, Modbury	800	400	400
SADNA & Golden Grove Tennis Club Lighting	712	356	356
Total	2,512	1,256	1,256
Council contribution funded by			
220184 – Sports Lighting Renewals and Upgrade			138
220169 – Projects to be Grant Funded			650
2022/23 Capital Renewal (LTFP)			468
Total			1,256

The proposed contributions to these projects are able to be accommodated within the LTFP with Council maintaining its Net financial liabilities ratio within the target range of 25-35% over a 3-5 year period.

Any interest on borrowings will be in the range of 1.35-2.05% in the short to medium term. This is significantly different to 2008-2009 when Council entered into a number Grant based agreements during the Global Financial Crisis to complete projects with grant support to stimulate the economy. At that time the interest rates were in the vicinity of 6-8%. It should also be noted that Council's current operating surplus which is in the range of 5-10% over the LTFP period is significantly better than FYE2012, the year that the stimulus projects finished, when it was in the range of -1% and breakeven.

4. STRATEGIC OBJECTIVES

Strategic Plan

The projects selected address a range of areas within Council's strategic plan. Each specific projects linkages to the Strategic Plan will be considered in making application for each grant.

Community Land Management Plans

Some amendments to the community management plans may be required to accommodate some of these works.

5. LEGAL

Nil

6. RISK – IDENTIFICATION AND MITIGATION

Each project, if successful, will use Council's new project management framework.

7. ACCESS AND INCLUSION

A number of projects will address access and inclusion issues including the project to invest in a northern community building

8. SOCIAL AND COMMUNITY IMPACT

Each project will consider the social and community impact

9. ENVIRONMENTAL

Each project will have an environmental assessment and each tender will include environment considerations by tenderers in the assessment criteria

10. ASSETS

Any impacts to Asset Management Plans will be considered as part of the development of the formal project plan for each project.

11. PEOPLE AND WORK PLANS

Additional project resources will be required for the strategic projects. These will be temporary and managed through the project management office in accordance with Council's project management framework.

12. COMMUNITY AND STAKEHOLDER ENGAGEMENT

Each project's project plan will consider this on merit.

13. COMMUNICATIONS OF COUNCIL DECISION

Each project's project plan will consider this on merit.

14. INTERNAL REPORT CONSULTATION

Due to the short timelines, a number of staff have been included in the consultation for development of the list of priorities. The Executive Leadership Team (ELT) has been consulted, and agreed to, the final list of projects.

Attachments

1.⇩ Dry Creek Corridor Stage 2 - Dawson Reserve 215

Report Authorisers

Jonathan Foong Group Coordinator Water, Waste & Environment	8397 7334
Victoria Masterman Team Leader Planning Strategy	8397 7300
Chloe Oborn Recreation Planning & Facility Coordinator	8397 7435
Justin Robbins Manager Finance and Rating Operations	8397 7444
Ryan McMahon Director Organisational Services & Excellence	8397 7297
John Moyle	

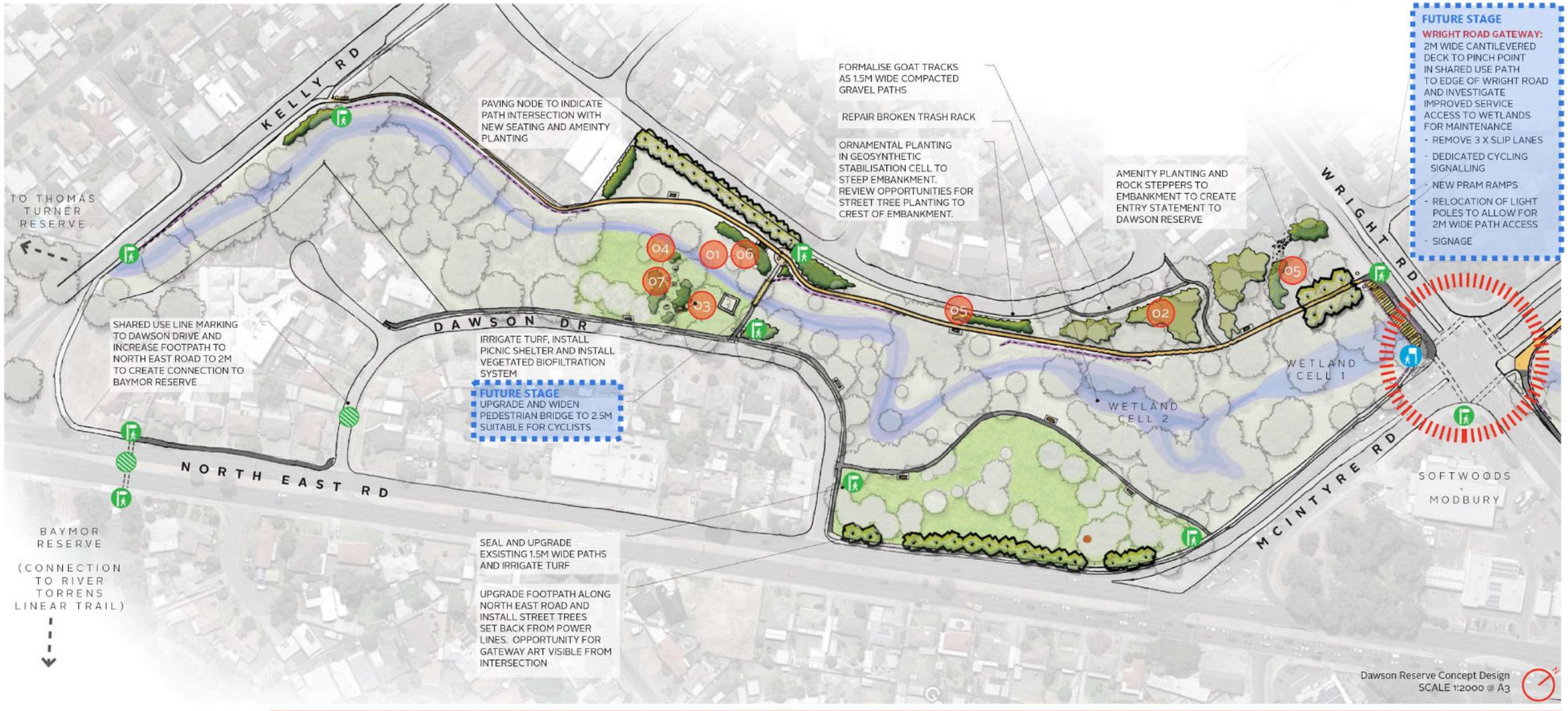
Chief Executive Officer	8397 7201

08. Concept Designs

Dawson Reserve_ Naturalistic + Transitional



Reserve Location



JENSEN PLUS
Planning
Landscape Architecture
Urban Design
Social Planning

Dawson Reserve

Highlights of the Dawson Reserve Concept Design have been categorised under the key design moves;

_ Opportunity for gateway art on North East Rd interstions

FUTURE STAGE
_ New cantilevered deck along Wright Road to allow for improved shared use path connection

_ Upgrade existing paths and formalise goat tracks FUTURE STAGE

_ Upgrade and widen pedestrian bridge

_ Wayfinding

_ New picnic shelter and kickabout lawn along Dawson Drive

_ Wright Road and McIntrye Rd Intersection Upgrade to simplfy pedestrian crossings and access

_ Seating every 50m

_ Irrigated turf for passive cooling

_ Revegetation to reserve and creek line to improve biodiversity and re-establish a strong creek bed



Paths through native mass planting.



Revegatation.



Picnic shelter.



Riparian planting.



Amenity planting.



Bike service station.



Biofiltration garden beds.

9.7 Dawson Reserve



INFORMATION REPORT

COUNCIL MEETING

27 July 2021

Organisational Services & Excellence

Continuous Improvement - 2021 - Fourth Quarter Update (D21/42721)

Background

The CEO Key Performance Indicators for 2020-2021 Financial Year were established and the target for Continuous Improvement initiatives to be completed has been set at 25. The purpose of this report is to provide a general summary of Continuous Improvement initiatives completed as at report date. This report outlines 40 completed or substantially implemented initiatives for this quarter (April 2021 through June 2021) which brings the total initiatives for the 2021 financial year to 116.

Overview – Continuous Improvement function

A considerable number of continuous improvement activities have been identified within this report which is indicative of the ongoing effort by Council staff to look for opportunities to improve efficiency, service delivery and community value. While some initiatives are minor in nature, they are evidence that a culture of continuous improvement is embedded across the organisation.

Quarter 4 update

Some key themes identified across the improvement benefits for the quarterly reporting can be categorised as:

Productivity or efficiency gains (for example process automation)	16	activities
Improved asset utilisation, data security and/or cost savings	6	activities
Employee capability, leadership, safety and/or culture	10	activities
Improved customer service, satisfaction and access to new services	8	activities
Total	40	activities
Estimate total savings (quantitative benefits assessment)	$	978,438

Summary of Quarter 4 Continuous Improvement Initiatives

Portfolio: Office of the CEO

City Strategy

1. Main Road Power Line Audit - identify locations of overhead power lines and opportunities to apply for funding to upgrade to underground.

Portfolio: Organisational Services & Excellence

Governance & Policy

1. Emergency risk assessments key hazards to community - assessments undertaken for 5 key hazards that affect the community including bushfire, heatwave, storm, flood and pandemic to provided improved linkage of emergency management arrangements.
2. Implementation of software (X matters) - Communications software implemented to improve efficiencies and enable a coordinated approach to allocate resources in order respond to emergency events, which aligns with other emergency management agencies.

Information Technology Solutions (ITS)

3. Update to ADFS Active Directory Federation Services (single sign on) to Azure AD resulting in reduce infrastructure / overheads increase reliability for cloud based systems.
4. Implementation of the Authority Background scheduler to process eServices payment files and receipt update, reducing frequency of manual repetitive tasks.
5. Bin register changes - Creation of a new field in the system to capture the RFID (radio frequency identification) tags for bins and a new issue type for replacement bins improving the reporting of new services.
6. Rates portal enhancements - set up integration between Salesforce to Authority to update the two fields to prevents overdue notices being sent to customers in error who have a payment plan, direct debit or extension in place.

Finance and rating operations

7. Debt Collection Review - created a standard template documenting the Debt collection cycle with timeframes and expected outcomes.
8. Rates Portal Instalment Group creation – two groups created to ensure overdue notices were not sent to ratepayers in error.
9. Outlook email rules – rules set for emails with unique email addresses to be automatically directed to additional email addresses upon receipt into Accounts Payable inbox to reduce delays in manually redirecting.

10. Affinity Dashboard Upgrade - Old system was outdated, new features implemented with easier to use interface.

Organisational Development

11. Register enhanced for emergency employee support i-Responda kits – record unique kit identifiers so kits can be checked when staff leave, and allocated to new staff or timely reallocation to relevant person in case of any emergency.
12. Simplify working at heights process – existing process was seen as onerous and cumbersome. Due to the high risk nature of this work the procedure was reviewed utilising 'usability mapping' to ensure consistent simple processes.
13. Self induction for contract managers to eliminate the need to run additional sessions when new contract managers are appointed. Digitised training provided through a blended learning approach.
14. EB on line voting - developed an online process where employee can vote that is safe and secure and deliver an accurate and timely count.
15. Pulse surveys during COVID - Implement an online survey that was simple for staff to complete that provided information about their wellbeing and identify and areas that required leader intervention.
16. ERS program roll-out - Designed a process based on the previous ERS that was simple and well-constructed to ensure communications and delivery is constructive and informative.
17. Implementation of the Healthy Aging Program - Improved worker awareness of ageing workforce strategies.

Procurement and contract management

18. Review of RFQ form for standing offer panels – form streamlined and risk mitigated where conflicts were identified, in addition to saving time for staff and contractors.

Portfolio: Community & Cultural Development

Community Development and Engagement

19. Provision of community programs using online platforms - programs accessible to more people when offered online resulting in greater participation numbers, particularly through times of COVID.
20. Improvement to Volunteer Recognition Program - feedback from volunteers resulted in a new recognition program being implemented, where volunteers now receive a gift voucher from a local business.
21. Limiting cash handling during community programs – introduction of EFTPOS machines to reduce the health risk of dealing with cash during COVID times.
22. Fruit Picking Program – new program offered to assist frail aged people to pick their fruit, along with reducing food waste and controlling vermin associated with unpicked fruit.

23. Review of Youth Achievement Award categories – providing for better recognition of youth achievement within the city where prior award categories favoured the elite.
24. Virtual maker market new program offering – promotion of local businesses featured with over 1300 people attending Markers Market in April 2021.

Library Services, Arts & Culture

25. Paperless Library Balancing – improvement to end of day balancing with the removal of the manual calculation and paper printing, and replacing with electronic auto-calculating spreadsheet.

Community Safety

26. Improvement to the Dog Obedience Program - Updated technology that allows the use of MS Teams, Open Forms for data keeping and improved communication and reduction of manual lists.
27. Unregistered dog follow up by phone replacing house calls - Improved the contact rate and timing of system information update.
28. Pavement markings for dog on lead/off lead areas in Linear Park – provides clarity in addition to signage for identified areas.

Portfolio: Assets and Environment

Building assets & environment

29. Kerbside Waste & Recycling Collections contract negotiation and extension – resulting in provision of 8000 organics bins, monthly credits for kitchen caddies and waste education, in addition to an increased annual contract rebate.
30. Civic Centre Recycle Station Upgrade – increased customer safety for disposal of materials (batteries, mobile phones and printer cartridges).

Civil & Water Operations

31. Revision of business unit structure - Improved cultural outcomes through realignment of reporting structures.
32. Use of new PVC based tactiles - Allows tiles to be installed straight to the existing surface without having to remove a section of concrete/bitumen to set the old style tactiles in.
33. Decision Matrix Alarm response – after hours response volume reduced due to alarms not requiring attendance being immediately identified.
34. Change in Light Fleet Servicing process - Service provider will collect and deliver the vehicle to and from Council's premises which reduces staff down time.
35. Change in Light Fleet Service Agreement - Negotiated a reduction hourly rates for service work from our suppliers, as well as performing pre-inspection checks to identify issues beyond standard service required.

Civil Assets

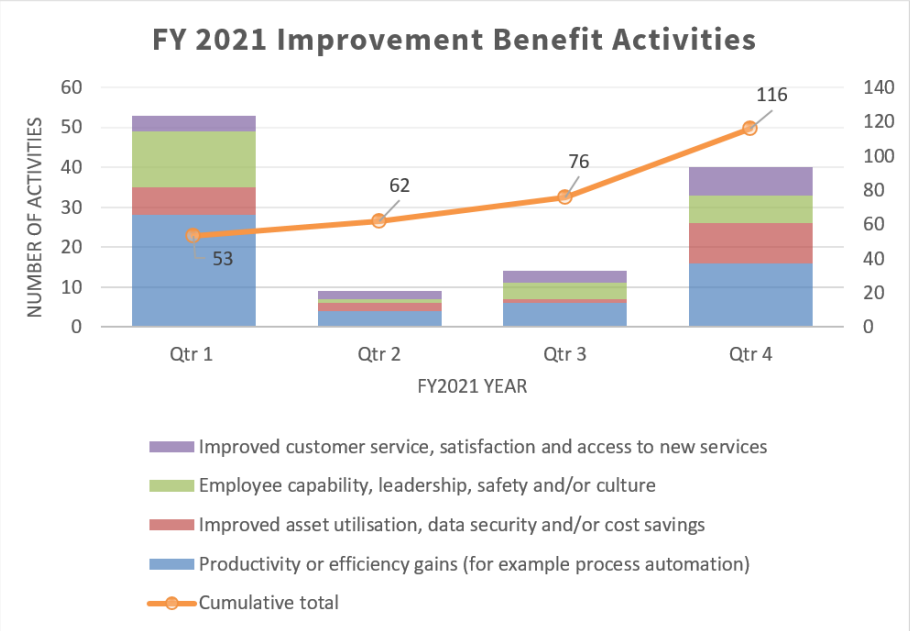
36. Asset Data Collection and condition ratings (Playgrounds - Fencing - Park Furniture, BBQ's and Shelters) – collection of current condition data allows for forward programs to be developed and works to be prioritised.
37. Development of Playground Guide - Improved management of playgrounds and establishment of a minimum level of service.

Parks Operations

38. Online Tree evaluation form – conversion of handwritten paper form to digital online.
39. Condition hierarchy of roundabouts - an automated process utilising an App within ESRI Geographic Information System (GIS) was developed to help with capturing and reporting data while undertaking audits of Council roundabouts.

Summary – FY 2021 Continuous Improvement Initiatives and Benefits Assessment

Total number of initiatives	116
Summary of benefit by key themes	
Productivity or efficiency gains (for example process automation)	54
Improved asset utilisation, data security and/or cost savings	20
Employee capability, leadership, safety and/or culture	26
Improved customer service, satisfaction and access to new services	16
Summary of benefits assessment	
Estimate of $ savings from quantitative benefits	$1,742,138
Qualitative benefits attributed	94
Quantitative benefits attributed	22



Attachments

N/A

Report Authorisers

Pam Cummings Senior Business Analyst	8397 7438
Ryan McMahon Director Organisational Services & Excellence	8397 7297
Ilona Cooper Manager Governance and Policy	8397 7310

INFORMATION REPORT

COUNCIL MEETING

27 July 2021

Organisational Services & Excellence

Local Government Finance Authority (LGFA) Annual General Meeting (AGM) - 29 October 2021 (D21/49549)

The 2021 Local Government Finance Authority of South Australia (LGFA) Annual General Meeting (AGM) will be held on Friday 29 October 2021 at the Adelaide Entertainment Centre. The meeting will coincide with the Local Government Association (LGA) Annual General Meeting with the commencement time to be advised.

Appointment of Council Representative for LGFA AGM

In accordance with Council's Elected Member Support Policy, Deputy Mayor Lucas Jones is Council's nominated delegate at this meeting. Should the Deputy Mayor be unable to attend, Council will need to nominate a representative to be Council's delegate.

Nominations for Members to the Board

Nominations for members of the Board are not being sought this year, as a representative member currently holds office for a term of two years and an election took place last year.

Calls for Notice of Motion

The LGFA is also calling for Notices of Motions to be considered at the AGM. These must be submitted on or prior to Friday 20 August 2021.

Proposed Notices of Motion must be endorsed by Council prior to submission to the LGFA. Due to the short timeframe, should any Elected Member be interested in submitting a Notice of Motion for the LGFA AGM, the following steps below should be followed:

1. The Elected Member will need to submit a Notice of Motion to Governance, including:
   a. The motion
   b. The reason for the motion
   c. The suggested action

2. The Motion will need to be considered at the Council meeting held on 10 August 2021 as a Motion without Notice.

Attachments

N/A

Report Authorisers

Marley Lay Governance & Risk Administration Officer	8397 7270
Deana Taglierini Governance Advisor	8397 7263
Ilona Cooper Manager Governance and Policy	8397 7310
Ryan McMahon Director Organisational Services & Excellence	8397 7297