



NOTICE

of

ORDINARY COUNCIL MEETING

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

TO BE HELD IN

**COUNCIL CHAMBERS
PLAYFORD CIVIC CENTRE
10 PLAYFORD BOULEVARD, ELIZABETH**

ON

TUESDAY, 28 NOVEMBER 2023 AT 7:00PM

THIS MEETING WILL ALSO BE VIEWABLE AT
<https://www.youtube.com/user/CityOfPlayford>

**SAM GREEN
CHIEF EXECUTIVE OFFICER**

Issue Date: Thursday, 23 November 2023

MEMBERSHIP

MAYOR GLENN DOCHERTY – PRINCIPAL MEMBER

Cr Akram Arifi

Cr Andrew Craig

Cr David Kerrison

Cr Jane Onuzans

Cr Tanya Smiljanic

Cr Marilyn Baker

Cr Shirley Halls

Cr Clint Marsh

Cr Peter Rentoulis

Cr Katrina Stroet

Cr Zahra Bayani

Cr Chantelle Karlsen

Cr Misty Norris

Cr Gay Smallwood-Smith

Cr Rebecca Vandeppear

**City of Playford
Ordinary Council Meeting**

AGENDA
TUESDAY, 28 NOVEMBER 2023 AT 7:00PM

ACKNOWLEDGEMENT OF COUNTRY

We would like to acknowledge that this land we meet on today is the traditional land of the Kaurna people, and that we respect their spiritual relationship with their country. The City of Playford would also like to pay respects to Elders past, present and emerging.

1 ATTENDANCE RECORD

1.1 Present

1.2 Apologies

Cr Tanya Smiljanic
Cr Zahra Bayani - Leave of Absence

1.3 Not Present

2 CONFIRMATION OF MINUTES

RECOMMENDATION

The Minutes of the Ordinary Council Meeting held 24 October 2023 be confirmed as a true and accurate record of proceedings.

3 DECLARATIONS OF INTEREST

4 MAYOR'S REPORT

5 REPORTS OF REPRESENTATIVES OF COUNCIL ON OTHER ORGANISATIONS

6 REPORTS BY COUNCILLORS

7 REPORTS OF REPRESENTATIVES (CONFERENCES & TRAINING PROGRAMS)

8 QUESTIONS WITHOUT NOTICE

9 QUESTIONS ON NOTICE

Cr Rentoulis – Virginia Main Street Upgrade**History**

Cr Rentoulis asked the following Questions at the October Ordinary Council meeting:

8.2 VIRGINIA MAIN STREET UPGRADE (Cr Peter Rentoulis)

Question:	When is the Virginia Main Street project going to be completed?
Answer:	Ms Mitson advised that it is anticipated that the project will be complete by the end of November 2023.
Question:	Why has it taken a lot longer than anticipated to complete, noting that it was to be completed by September 2023?
Answer:	Ms Mitson advised that delays were experienced for a number of reasons, mainly wet weather conditions and service relocations.
Question:	What has the Council spent on this project to date?
Question:	How much further money is due to be spent to complete it?
Answer:	Ms Mitson took the questions relating to expenditure on notice.

Question

What has the Council spent on this project to date?

How much further money is due to be spent to complete it?

Answer

As at the date of the Ordinary Council meeting 24 October 2023, \$7.89m had been spent on the Virginia Main Street project, with a forecast total spend of \$8.88m (\$990k remaining to completion). The project is funded by the City of Playford, a Federal Government Roads to Recovery grant, a State Government Places for People grant and SA Power Networks.

10 PETITIONS

Nil

11 DEPUTATION / REPRESENTATIONS

- 11.1 Deputation - 4 Inch Gun Protector Project - Mr Jeffrey Pinney
- 11.2 Deputation - Stop to welcome to country & Removal of Aboriginal & Torres Island next to Aussie Flag - Mr Jamie Chippett
- 11.3 Deputation - Traffic Island - Roundabouts Elizabeth Grove - Mr Jamie Chippett

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16 INFORMAL DISCUSSION

Nil

17 CONFIDENTIAL MATTERS

Nil

18 CLOSURE

Motions on Notice

13.1 MOTION ON NOTICE - PLAYGROUND CHAT BOARD (CR KARLSEN)

Contact Person: Sam Green

Why is this matter before the Council or Committee?

Councillor Chantelle Karlsen has submitted the following Motion on Notice for Council's consideration.

MOTION ON NOTICE

Council install a playground communication board at any newly constructed, refurbished or currently under construction play spaces.

The communication boards are to incorporate Augmentative & Alternative Communication (AAC) symbols, Braille and AUSLAN to support a broad range of people with a communication disability to express their needs, wants, thoughts and ideas.

The communication boards are also to include a QR code for community members to download a digital version of the board.

**13.2 MOTION ON NOTICE - INFORMATION SESSION RECORD OF ATTENDANCE
(CR KERRISON)**

Contact Person: Sam Green

Why is this matter before the Council or Committee?

Councillor David Kerrison has submitted the following Motion on Notice for Council's consideration.

MOTION ON NOTICE

1. That Elected Member attendance at Information Sessions be recorded and reported on in the Council agenda monthly.
2. That the Code of Practice for Council meetings be amended to include a section for the reporting outlined in part 1 above.
3. That the attendance records are included in the Annual Report along with the meeting attendance records.

13.3 MOTION ON NOTICE - ULEY CEMETERY, ULEY ROAD, ULEYBURY GROUND PENETRATING RADAR SURVEY (CR KERRISON)

Contact Person: Sam Green

Why is this matter before the Council or Committee?

Councillor David Kerrison has submitted the following Motion on Notice for Council's consideration.

MOTION ON NOTICE

Staff engage a contractor to attempt to undertake a Ground Penetrating Radar (GPR) Survey of the Uley Cemetery with the data being recorded in an appropriate format and provided to Council. That the data is then cross referenced with existing records and a report is provided to the Council covering the following information:

- Identified plot layout
- Proposed management plan

COMMITTEE REPORTS

STRATEGY AND SERVICES COMMITTEE

***Matters which cannot be
delegated to a Committee or Staff***

14.1 KALARA RESERVE FACILITY UPGRADE

Responsible Executive Manager : Sam Green

Report Author : Tyson Roling

Delegated Authority : Matters which cannot be delegated to a Committee or Staff

PURPOSE

To seek Council approval to progress the Kalara Reserve Facility Upgrade project to the next phase and allocate the additional funding required.

STAFF RECOMMENDATION

1. Council notes that the upgrade of the Kalara Reserve clubrooms has been approved via the 2023/24 Annual Business Plan, with a total external funding allocation of \$2.395M.
2. Council approves the commencement of a design and construct tender process for the upgrade of the Kalara Reserve club rooms and car parking, in line with the concept plan.
3. Council approves the \$3,460,328 of additional budget that will be allocated to the project, which will be accounted for through Budget Review 2.

COMMITTEE RECOMMENDATION

5654

1. Council notes that the upgrade of the Kalara Reserve clubrooms has been approved via the 2023/24 Annual Business Plan, with a total external funding allocation of \$2.395M.
2. Council approves the commencement of a design and construct tender process for the upgrade of the Kalara Reserve club rooms and car parking, in line with the concept plan.
3. Council approves the \$3,460,328 of additional budget that will be allocated to the project, which will be accounted for through Budget Review 2.

EXECUTIVE SUMMARY

Kalara Reserve, located at Petherton Road, Davoren Park, is a large district level sports facility that primarily caters for soccer and cricket. It is home to the Andrews Farm Soccer & Community Club and most recently the Adelaide Dragons Soccer Club who are a current sub-licensee of the facility.

In its current form, Kalara Reserve has significant functionality issues and has poor-quality amenities. The facilities are used to service the sportsgrounds which are used by both the clubs and community.

Kalara Reserve was identified as a high priority project in Councils Sportsground Direction Strategy (2014), prior to the endorsement of the Sports Facility Strategy (2023). The 2014 Sportsground Direction Study recommended consolidation of the buildings at the site which are in poor condition, and the inclusion of a fitness track.

Council has already approved a budget of \$2.395M for this project through the 2022/23 and 2023/24 Annual Business Plans. So far, the budget has been funded through external grant funding.

Council has now completed a master planning process, concept planning, project costing and engagement activities.

In September the administration provided a project progress update on the Kalara Reserve Upgrade. This presentation highlighted the additional funding that is required to progress and deliver this project in line with the project objectives and concept plan. Council was advised that a funding decision report would be put to the Council in November.

1. BACKGROUND

In 2017, Council received funding to upgrade the sports lighting at Kalara Reserve. The lighting installation facilitated the expansion of the playing field provision, in the form of an additional senior and junior soccer pitch. Prior to the lighting upgrade, the clubroom serviced the reserve adequately. However, since the upgrade the location of the clubroom no longer services the reserve to its full potential due to its distance from the eastern side of the reserve (see Figure 1 below).

Kalara Reserve was identified as a high priority project in Councils Sportsground Direction Strategy (2014), prior to the endorsement of the Sports Facility Strategy (2023). The 2014 Sportsground Direction Study stated that a masterplan for Kalara Reserve was required. The study recommended consolidation of the buildings at the site which are in poor condition, and the inclusion of a fitness track. This site needed to include open space elements such as a perimeter running track, new playground, shelters and public toilets. This direction sought to provide a vision for future investment at the site, where sport, recreation and open space elements could connect with each other.

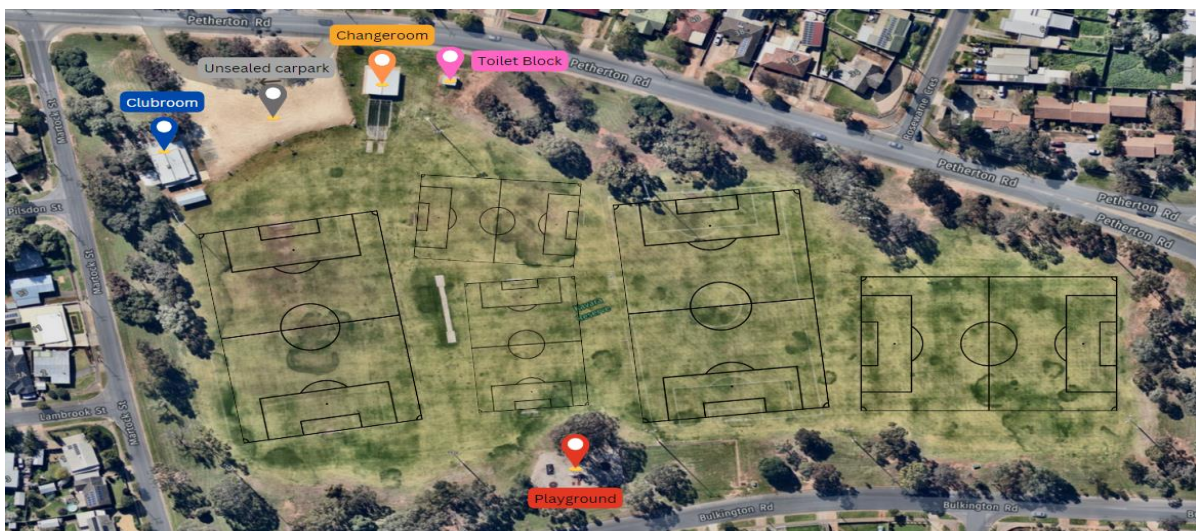


Figure 1 - Current facility layout

A memo was sent to Elected Members on 13 May 2022, announcing a State Government election commitment of \$1M through a special purpose grant made by the Labor Party. The primary condition of this election commitment was that the funding must assist with the redevelopment of clubrooms at the site.

This election funding and upgrade for Kalara Reserve was approved by Council via the 2022/23 Annual Business Plan. To facilitate the funding objectives, further planning and project scoping was required, to determine the project objectives, scope, and the best outcomes for the site.

At the Ordinary Council meeting on 28 March 2023, a further \$1.395M in funding was allocated to this project, through the Local Roads and Community Infrastructure program. This grant funding allocation was also endorsed through the 2023/24 Annual Business Plan. Bringing the total approved budget for this project to \$2.395M. At this stage, the Annual Business Plan flagged that additional funding would be required in future years.

In September the administration provided a project progress update on the Kalara Reserve Upgrade. This presentation highlighted the additional funding that is required to progress and deliver this project in line with the finalised, masterplan and concept plan. Council was advised that a funding decision report would be put to the Council in November.

2. RELEVANCE TO STRATEGIC PLAN

Community Theme 1: Improving safety and accessibility.

Universally designed, new and upgraded change rooms will increase accessibility for those with a disability as well as providing greater access to basic amenities for the participants at the site. The site would benefit from formalised parking which would also improve safety and make clearer separation of pedestrian and vehicle movements. The new clubroom will be built in accordance with the *Disability Inclusion Act* and Council's Disability Access and Inclusion Plan 2020-2024 which ensures the facility is universally designed and equitable access is facilitated.

Community Theme 2: Lifting city appearance.

The current changerooms are in poor condition and the unsealed carpark routinely develops potholes and has drainage issues. A new facility and a sealed carpark will improve the appearance and functionality of the site, which also has main road presence.

Community Theme 3: Connecting with our community and each other.

New clubrooms will provide space for the community to connect and would be available for other groups to hire. Council is currently investigating the opportunity of using the existing clubroom as community facility to provide much needed community spaces for hire or programming.

Community Theme 5: Using money wisely.

Council received \$1M in State Government Funding & Council endorsed the allocation of \$1.395M in Local Roads and Community Infrastructure Funding towards this project. Thus, Council will be leveraging external investment to develop a much-needed facility and maximise utilisation of Kalara Reserve.

3. PUBLIC CONSULTATION

Throughout the scoping of this project, the Andrews Farm Soccer and Community Club have been engaged and have provided input into the facility design and the location of the new infrastructure. In accordance with Council's Engagement Policy no further public consultation requirements were identified.

Council will engage with the community when the open space elements of the masterplan become a priority project (stage 2).

4. DISCUSSION

- 4.1 The site currently has significant functionality issues and poor-quality amenities that service the sportsgrounds used by the clubs and community. These include:

- The current location of the clubroom only services the western side of Kalara Reserve. This contributes to a lack of utilisation of the eastern side of the reserve.
- 3 separate buildings which creates poor functionality and facility management challenges.
- Annual building inspections and audits have identified that the changeroom is in very poor condition.
- Only one home and away changeroom with an undersupply of toilets to service 3 senior soccer pitches, this causes accessibility issues when games are scheduled simultaneously.
- Unsealed carpark which can cause accessibility issues during the winter season.

4.2 The current changerooms are separated with an openable wall to allow a home and away team to use the facility. There are shared wet areas with limited to no privacy and there is no toilet pan. This results in significant functionality issues and therefore the changerooms do not adequately serve the participants using the site. This is why the changerooms are currently used as storage, instead of changerooms. It is essential to address and include the changerooms as part of the redevelopment of this site.



Figure 2 - Current condition of changerooms

4.3 Based on an issues analysis of the site, the following project objectives were identified:

- Maximise the site for flexible community use and for sport.
- Provide a facility that best services all of the sportsgrounds.
- Improve the appearance and functionality of the site.

To achieve the project objectives, a concept masterplan was required to ensure the whole of Kalara Reserve was considered.

4.4 Council has completed the master planning and concept planning work for Kalara Reserve.

It has been determined that stage 1 of the masterplan should include the following:

- Consolidation of buildings on the site

- New clubroom located centrally
- 4 x new changerooms
- 2 x umpire changerooms
- 3 x external storage areas
- Sealing of the current carpark
- Footpath connections between the carpark and new facility

All the above elements are designed in alignment with the specifications and level of service for a District level facility in the Sports Facility Strategy.

The centralised location of the building will facilitate better utilisation of the lighting upgrade, will address the substandard facilities, and facilitate greater use of the additional pitches. See Figure 3 below for proposed stage 1 concept plan.

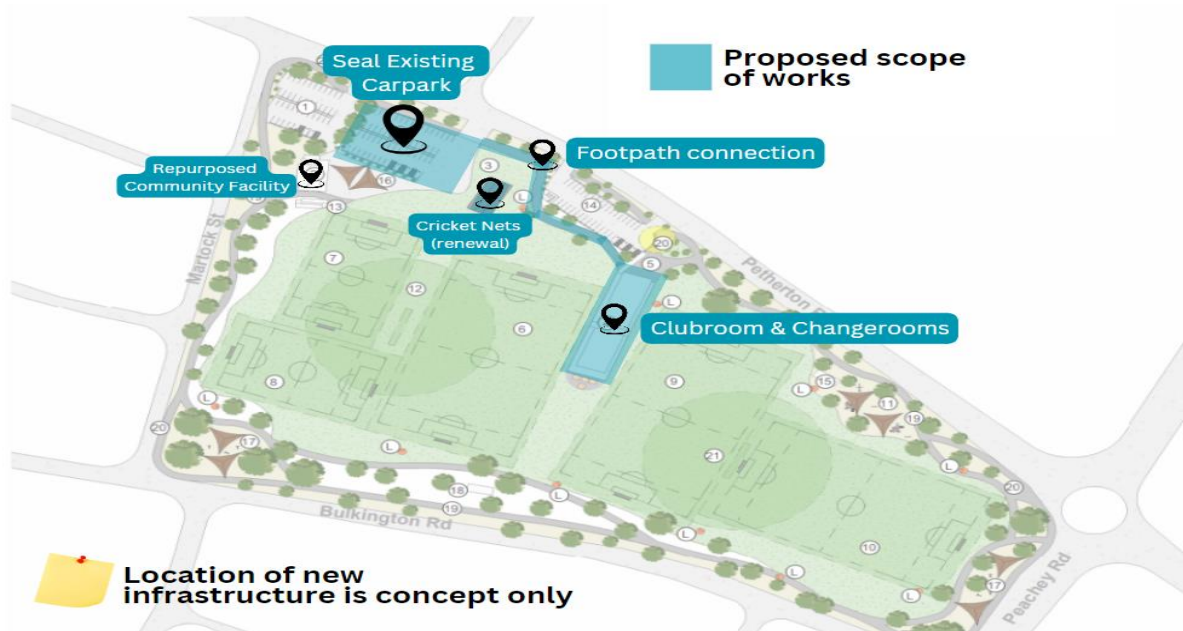


Figure 3 – Kalara Reserve Concept Masterplan – Stage 1 Proposed Scope of Works

- 4.5 Stage 2 of the masterplan will focus on the open space elements listed above and will be filtered through the four-year delivery plan when deemed a priority project (see Figure 4 below).

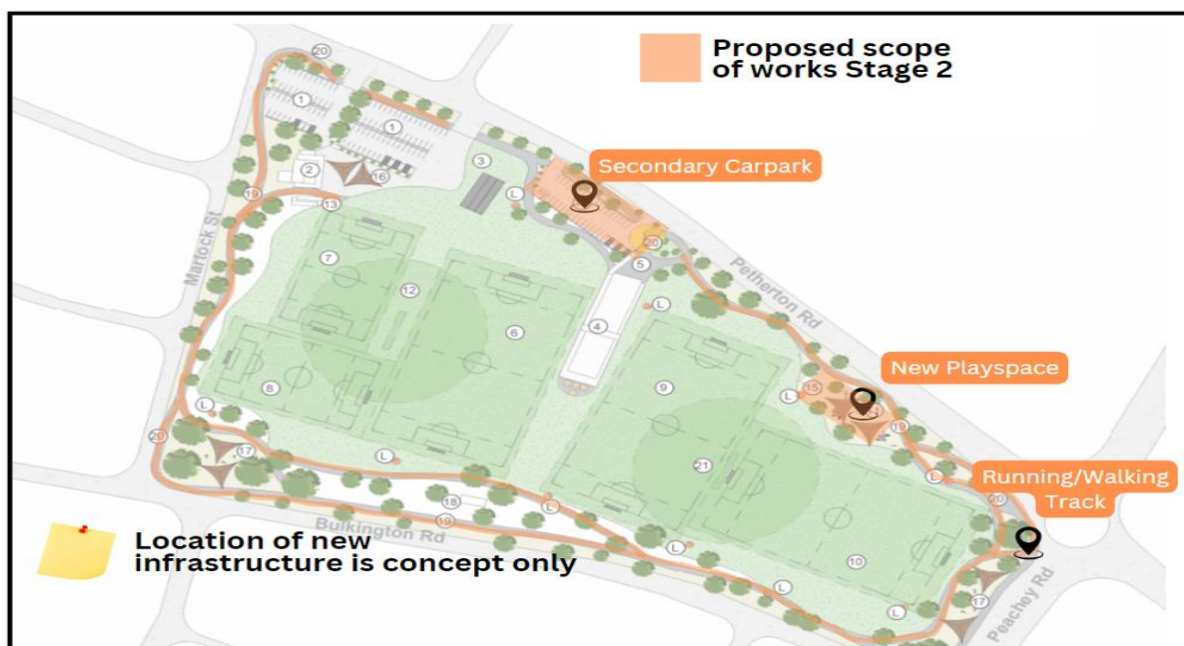


Figure 4 - Proposed Stage 2 Scope of Works

4.6 The proposed specifications for the new combined clubroom and changerooms are consistent with the recently endorsed Sports Facility Strategy for a District level facility, specifically football (soccer) which includes:

- Social room
- Flexible meeting area
- 2 x Home Changeroom
- 2 x Away Changeroom
- Trainer's Room
- 2 x Umpires Room
- Bar & Kitchen
- 3 x storage areas

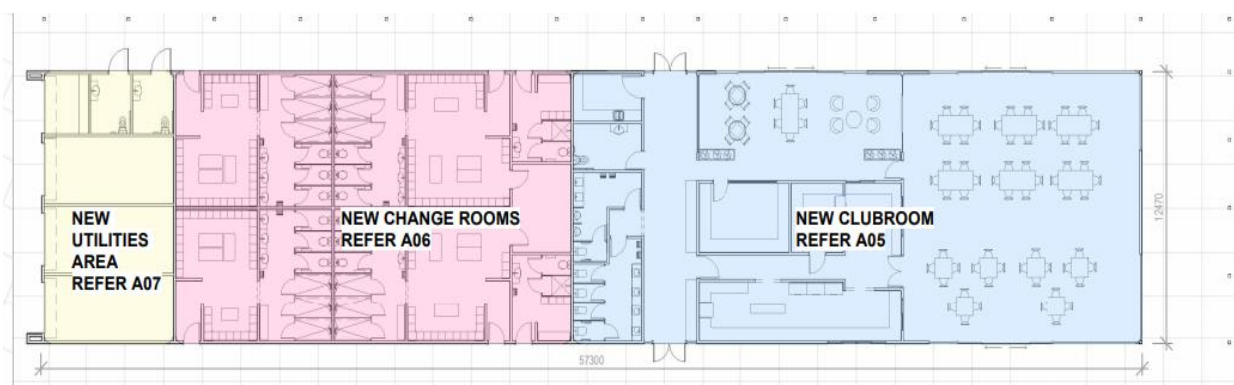


Figure 5 - Concept Floor Plan for Kalara Reserve Changeroom & Clubroom

- 4.7 The location and floor plan of the consolidated building were designed in consultation with the Andrews Farm Soccer & Community Club and have been purposely designed to accommodate shared tenancy. The design is also intended to service all the sportsgrounds, providing great functionality and viewing for spectators.
- 4.8 The full scope concept plan for stage 1 was estimated at approximately \$8M, \$5.6M more than the budget currently allocated to the project.

Various options have been analysed and a descoped recommendation has been provided, which focuses on addressing the priority infrastructure, whilst still achieving the overall project objectives. The revised scope estimate is \$5,855,166 with an additional budget requirement of \$3,460,328.

- 4.9 The \$1M Office for Recreation, Sport & Racing (ORSR) funding agreement (election commitment), required the project to be completed by 30 June 2024. The \$1.395M Local Roads & Community Infrastructure funding agreement has a delivery deadline of 30 June 2025.

A variation to the ORSR grant agreement for the \$1M election commitment has been sought and approved. The construction timeframe has been extended to 30 June 2025 which aligns with the LRCI funding agreement.

- 4.10 The Andrews Farm Soccer & Community Club are committed to developing a strategic plan with Council's Sport & Property Team to ensure they are equipped with the tools to effectively manage a new facility. This includes leveraging the increased revenue capacity and participation growth that a facility of this nature will provide.
- 4.11 Collaboration with the Community Services team has identified a need for additional community spaces due to the popularity of Spruance Hall and Uley Road Hall. The current clubroom at Kalara Reserve provides an opportunity to add another civic venue hall for hire. This has been considered through the planning process as opposed to decommissioning the building. To facilitate this, the scope of works for this project will need to incorporate sealing the existing carpark as there will be a greater diversity of users visiting the site and a need for safer and more accessible infrastructure.

5. OPTIONS

Recommendation

1. Council notes that the upgrade of the Kalara Reserve clubrooms has been approved via the 2023/24 Annual Business Plan, with a total external funding allocation of \$2.395M.
2. Council approves the commencement of a design and construct tender process for the upgrade of the Kalara Reserve club rooms and car parking, in line with the concept plan.
3. Council approves the \$3,460,328 of additional budget that will be allocated to the project, which will be accounted for through Budget Review 2.

Option 2

1. Council notes that the upgrade of the Kalara Reserve clubrooms has been approved via the 2023/24 Annual Business Plan, with a total external funding allocation of \$2.395M.

2. Staff review and rescope the Kalara Reserve project based on the following feedback from Council:

3. Once the project has been rescoped, staff return to Council for a decision on progressing this project.

Option 3

1. Council notes that the upgrade of the Kalara Reserve clubrooms has been approved via the 2023/24 Annual Business Plan, with a total external funding allocation of \$2.395M.
2. Council decides to not proceed with the Kalara Reserve Upgrade, at this time, and return the \$1M of grant funding to the Office for Recreation, Sport & Racing and reallocate the \$1.395M in Local Roads & Community Infrastructure funding to another suitable project.

6. ANALYSIS OF OPTIONS

6.1 Recommendation Analysis

6.1.1 Analysis & Implications of the Recommendation

This decision will facilitate the continuation of this project to the next phase of detailed design and construction. Ensuring that Council delivers on its commitments in the 2022/23 and 2023/24 Annual Business Plans and associated funding agreements.

The upgrade will provide compliant facilities for the users of Kalara Reserve and will present an opportunity to expand the organised and casual use of the site. It will also provide an opportunity to expand our community service offerings with an additional fee for hire building to complement existing halls (Spruance & Uley Road) which will enable us to further connect with our community.

This decision aligns to our Sports Facility Strategy and has been planned with the guiding principles and level of service for a District level facility.

Risk Appetite

Reputation

Council has a low appetite for negative perceptions that compromise its credibility and reputation, achievement of its long term vision (Playford Community Vision 2043) and strategic objectives, or ability to maintain its status as a progressive and major growth Council.

This decision will deliver a much-needed facility upgrade at Kalara Reserve, provide a facility that accommodates both male and female participants and supports shared-tenancy arrangements at the site. Failure to endorse this decision will leave Kalara Reserve with non-compliant infrastructure which will require funding in future years.

Work Health and Safety

The COP has ZERO TOLERANCE for risks that jeopardise compliance with Work Health and Safety (WHS) laws and put the physical and mental health of people in danger. The City of Playford is committed to creating a safe working environment for all employees, contractors, volunteers, visitors and members of the public.

This decision will deliver a sealed carpark which will support the new facilities and improve safety and accessibility. In addition, this decision will support the upgrade of the changerooms which will provide privacy and a safe environment for all users of the site. Failure to endorse this decision will leave the carpark unsealed which can be hazardous during the winter due to poor drainage and changerooms that are currently not adequate to support male or female participation.

Financial Sustainability

Council has a low appetite for short-term financial risk that adversely impacts on the delivery of the long term financial plan and the Council's overall stability and sustainability.

This decision will ensure we can deliver on the project objectives which will leverage the external funding commitments allocated to the project. Failure to endorse this decision could impact our ability to deliver and could put the external funding at risk.

6.1.2 Financial Implications

Council has already approved \$2.395M for this project with ongoing operating budget of \$182K.

\$1M was initially allocated through the 2022/23 Annual Business Plan which was funded via an election commitment.

Council subsequently approved an additional \$1.395M for the project which was funded via the Local Roads and Community Infrastructure allocation. This was endorsed at the Ordinary Council Meeting on 28 March 2023. The additional allocation was also included in the 2023/24 Annual Business Plan.

The total cost of this project is \$5,855,166, which means that an additional budget of \$3,460,328 is required to deliver the project in accordance with the concept plan.

It is proposed that the additional funds are allocated through Budget Review 2.

	Current Year 2023/24 \$'000	Future Years 2024/25 \$'000	Ongoing \$'000
Operating Revenue			
Operating Expenditure			497
Net Operating Impact			497
Capital Revenue			
Capital Expenditure		3,460	
Total Capital Investment		3,460	

6.2 Option 2 Analysis

6.2.1 Analysis & Implications of Option 2

As any amendments are yet to be identified, the implications cannot be fully analysed at this stage.

As the preliminary planning work has already considered the rescoping of the Kalara Reserve Upgrade, it may not be possible to deliver on the guidelines and principles endorsed through the Sports Facility Strategy if the project is descoped further. It is most likely that rescoping will not allow for the relocation of the clubrooms to a central location on the site.

6.2.2 Financial Implications

As any amendments are yet to be identified, the financial implications cannot be fully analysed at this stage. However, rescoping this project will result in project delays which will impede Councils ability to deliver on its external funding commitments. Primarily the due date for delivery.

6.3 Option 3 Analysis

6.3.1 Analysis & Implications of Option 2

Not proceeding with this project will mean that Council will not be able to deliver on its commitment to the community communicated through the Annual Business Plan and club consultation. Not delivering on external funding commitments presents some reputational risk to Council, also potentially putting future funding opportunities at risk.

6.3.2 Financial Implications

By proceeding with this option, Council will lose \$1M in external funding. In the future when Council does decide to proceed with an upgrade at Kalara Reserve, the full project cost will need to be funded by the community. This will be an opportunity lost to the community and will have a financial impact.

14.2 PLAYFORD COMMUNITY FUND

Responsible Executive Manager : Tina Hudson

Report Author : Erin Findlay

Delegated Authority : Matters which cannot be delegated to a Committee or Staff

PURPOSE

For Council to consider an extension of the current MOU financial assistance agreement with the Playford Community Fund (PCF) for a further 12 months.

STAFF RECOMMENDATION

Council endorse an extension to the current MOU financial assistance agreement with Playford Community Fund for a further 12 months, from 1 January 2024 to 31 December 2024 to the value of \$34,000 (plus GST), and that the acquittal needs to be submitted for the previous financial year prior to the MOU being finalised.

COMMITTEE RECOMMENDATION

5655

Council endorse an extension to the current MOU financial assistance agreement with Playford Community Fund for a further 36 months, from 1 January 2024 to 31 December 2026 to the value of \$34,000 (plus GST) per year, and that the acquittal needs to be submitted for the previous financial year prior to the MOU being finalised.

EXECUTIVE SUMMARY

In September 2022 Council agreed to extend the MOU financial assistance agreement with Playford Community Fund for a further 12 months, commencing 1 January 2023, expiring 31 December 2023 to the value of \$34,000 (plus GST) per year (Council Resolution 5147). The previous agreement with the Playford Community Fund had been for a period of 3 years.

The current memorandum of understanding (MOU) expires in December 2023. PCF have contacted us to request an extension of the MOU.

Council receives a large number of requests from a range of different organisations for ongoing operational support. Requests include financial support as well as free or low-cost provision of spaces and buildings, or other in-kind support.

At the June 27th Council Meeting, Council endorsed the Community Organisation Support Framework (Council Resolution 5452) which will provide a mechanism to consider requests of this nature from the beginning 2024/25 financial year.

PCF originally requested that their funding agreement be extended for 3 years, however a subsequent conversation confirmed that Council staff would recommend a 1-year extension to enable PCF to continue operating until the framework commences in July 2024.

1. BACKGROUND

First established in 1964, the Playford Community Fund provides services in Emergency Relief and Budgeting to residents of the City of Playford and is fully run by experienced and qualified volunteers. The service is located on Level 2 of the Windsor Building within the Elizabeth City Shopping Centre. The service currently supports over 5,000 residents per year with emergency flood relief, urgent bill pay assistance and assistance acquiring furniture and other household goods.

Council has been a long-term supporter of this organisation by way of direct funding agreements, most recently to assist with rental costs in the CBD location along with peppercorn rent agreements for other facilities at The Precinct and in Elizabeth North. These 2 locations are used to manufacture and store furniture that is provided to families in need.

2. RELEVANCE TO STRATEGIC PLAN

Community Theme 3: Connecting with our community and each other

Many community organisations contact Council with requests for the provision of ongoing operational support. The nature of the support includes financial support as well as free or low-cost provision of spaces and buildings, or other in-kind support. PCF is one of these organisations.

3. PUBLIC CONSULTATION

The Community Engagement Policy does not require public consultation on this matter.

4. DISCUSSION

Community Support

- 4.1 An increasing number of community organisations contact us with requests for Council to provide ongoing operational support. Requests include financial support as well as free or low-cost provision of spaces and buildings, or other in kind support.
- 4.2 These requests do not meet the current community development and event grants criteria, as they are typically requests for long term or ongoing funding for leasing or rental costs, or day to day operational costs of the service.
- 4.3 At the June 27th Council meeting, Council endorsed the Community Organisation Support Framework. This framework has four key categories: Council's current Community Development and Event Grants, Programs and Events Sponsorship, Building Spaces and Financial Support. This framework will commence in the 2024/25 financial year and will look to provide equitable support to community organisations throughout Playford.

PCF

- 4.4 In February 2020 Council agreed to enter into a 3-year MOU financial assistance agreement with Playford Community Fund commencing 1 January 2020, expiring 31 December 2022 to the value of \$34,000 (plus GST) per year (Council Resolution 3930).
- 4.5 In September 2022 Council agreed to extend this MOU for 12 months while the Community Organisation Support Framework was being developed.

- 4.6 The current memorandum of understanding with PCF expires in December 2023. PCF have contacted us to request an extension of the MOU as the Community Organisation Support Framework is to commence in July 2024.
- 4.7 PCF provides emergency assistance to City of Playford residents, staffed wholly by volunteers. Their direct service delivery arm is located on Level 2 of the Windsor Building within the Elizabeth City Shopping Centre.
- 4.8 PCF supports Playford residents with emergency food assistance, urgent bill pay assistance and assistance to purchase urgent medical prescriptions, furniture, whitegoods and manchester.
- 4.9 PCF also construct furniture that is distributed to families in need, many of whom are setting up new homes due to fleeing domestic and family violence.
- 4.10 Council has provided both financial and in-kind assistance for all 3 PCF locations since at least the year 2000.
- 4.11 Council also provides financial assistance for the PCF workshop at the Precinct located on 112 Coventry Rd which includes a metal workshop, paint shop, woodworking area and storage areas, by way of a peppercorn rent agreement with Council. This agreement has been in place since 2009.
- 4.12 Council financial and in-kind assistance for storage sheds and related spaces at Figsbury St Elizabeth North has been by way of a License agreement from 2009 onwards and with an informal peppercorn agreement in place for a number of years prior to that.
- 4.13 Council financial assistance to support their CBD office location has been in place, in increasing amounts for approximately 20 years.

PCF are aware that the Community Organisation Support Framework will commence in July 2024 and any future request for funding will need to be applied for through the appropriate framework category.

PCF have requested that their funding agreement be extended for 1 year to enable them to continue operating under the framework commences in July 2024.

5. OPTIONS

Recommendation

Council endorse an extension to the current MOU financial assistance agreement with Playford Community Fund for a further 12 months, from 1 January 2024 to 31 December 2024 to the value of \$34,000 (plus GST), and that the acquittal needs to be submitted for the previous financial year prior to the MOU being finalised.

Option 2

Council does not extend the current MOU with Playford Community Fund beyond December 2023. Council to encourage PCF to make an appropriate application once a framework is established.

6. ANALYSIS OF OPTIONS

6.1 Recommendation Analysis

6.1.1 Analysis & Implications of the Recommendation

This option will enable PCF to continue their current level of service and support to the community.

6.1.2 Financial Implications

There are no financial implications for the current financial year as this money is already budgeted.

6.2 Option 2 Analysis

6.2.1 Analysis & Implications of Option 2

This option will likely result in PCF needing to close the Elizabeth City Centre site, thereby negatively impacting the current level of service and support PCF provides to the community.

6.2.2 Financial Implications

There are no financial implications for the current financial year.

COMMITTEE REPORTS

COUNCIL ASSESSMENT PANEL

***Matters which cannot be
delegated to a Committee or Staff***

14.3 COUNCIL ASSESSMENT PANEL - TERMS OF REFERENCE

Responsible Executive Manager : Adam Squires

Report Author : Adam Squires

Delegated Authority : Matters which cannot be delegated to a Committee or Staff

Attachments :

- 1. Council Assessment Panel - Current (with tracked changes)
- 2. Council Assessment Panel - Terms of Reference (Proposed)

PURPOSE

For Council to endorse the reviewed Council Assessment Panel Terms of Reference (Attachment 2).

STAFF RECOMMENDATION

1. The Council Assessment Panel endorses the Council Assessment Panel Terms of Reference (Attachment 2).
2. The Council Assessment Panel authorises the Council Assessment Panel Assessment Manager to make further minor amendments that do not alter the intent of the Terms of Reference.

PANEL RECOMMENDATION

CAP535

1. The Council Assessment Panel endorses the Council Assessment Panel Terms of Reference (Attachment 2).
2. The Council Assessment Panel authorises the Council Assessment Panel Assessment Manager to make further minor amendments that do not alter the intent of the Terms of Reference.

EXECUTIVE SUMMARY

The Council Assessment Panel is a relevant authority for making decisions on certain development applications assessed against the provisions of the Planning and Design Code and Council's Development Plan (for applications lodged prior to 19 March 2021).

At the Ordinary Council meeting on 29 November 2022, Council endorsed the Terms of Reference for the Council Assessment Panel (Resolution 5210).

In accordance with the current Council Assessment Panel (CAP) Terms of Reference, a review of the Terms of Reference for CAP will be undertaken annually with any amendments to be presented to Council for endorsement.

1. BACKGROUND

In accordance with the Council Assessment Panel (CAP) Terms of Reference (Attachment 1), a review of the Terms of Reference for CAP will be undertaken annually with any amendments to be presented to Council for endorsement.

The Terms of Reference have been reviewed and the proposed Terms of Reference (Attachment 2) are provided to Council for their endorsement.

2. RELEVANCE TO STRATEGIC PLAN

Decision-making filter: We will ensure that we meet our legislative requirements and legal obligations.

The Council Assessment Panel was appointed as a relevant authority under Section 82 and 83 of the *Planning, Development and Infrastructure Act 2016*. This decision will ensure the continuance of effective and efficient decision making.

3. PUBLIC CONSULTATION

There is no requirement to consult with the community on this matter.

4. DISCUSSION

- 4.1 The City of Playford CAP has been established pursuant to Section 83 of the *Planning, Development and Infrastructure Act 2016* by resolution of the Playford Council on 22 August 2017.
- 4.2 The role of CAP is:
 - To act as delegate of the Council in accordance with the requirements of the *Planning, Development and Infrastructure Act 2016*.
 - As it thinks fit, to provide advice and reports to the Council on trends, issues and other matters relating to planning or development that have become apparent or arisen through its assessment of applications under the *Planning, Development and Infrastructure Act 2016*; and
 - To perform other functions (other than functions involving the formulation of policy) assigned by the Council.
- 4.3 At the CAP meeting held on 21 September 2022, the Panel endorsed their revised Operating Procedures in line with the Local Government Association of South Australia's model meeting procedures, to better reflect legislative change and vary the date of meetings to allow for the ongoing attendance of panel members (CAP510). The Council Assessment Panel Terms of Reference were amended to better align with the operating procedures and were endorsed by Council on 29 November 2022 (Resolution 5210). The meeting schedule is determined by the CAP in accordance with their CAP Operating Procedure.
- 4.4 Following consideration of the Council Assessment Panel Terms of Reference, it is intended that the Operating Procedures will be tabled for review at the December CAP meeting.
- 4.5 The amended Council Assessment Panel Terms of Reference (Attachment 2) is provided for the consideration of the Assessment Panel and will then be tabled with Council for consideration. The Terms of Reference are based on the existing Terms of Reference with some minor changes recommended.

4.6 A summary of the key changes to the Terms of Reference are outlined below:

4.6.1 Section 4 – The Role of the CAP has been amended to remove the requirement for the Panel to review their performance annually in line with Council's financial calendar year. There is no legislative requirement for an annual report to be prepared and provided to the Minister for Planning.

4.6.2 Section 13 – Review of Terms of Reference has been amended to align with the review of Council's Statutory and Non-Statutory Committees which occur every four years following a Local Government General Election.

5. OPTIONS

Recommendation

1. The Council Assessment Panel endorses the Council Assessment Panel Terms of Reference (Attachment 2).
2. The Council Assessment Panel authorises the Council Assessment Panel Assessment Manager to make further minor amendments that do not alter the intent of the Terms of Reference.

Option 2

1. Council endorses the Council Assessment Panel Terms of Reference (Attachment 2) with the following amendments:
 - _____
 - _____
 - _____
2. The Council Assessment Panel Assessment Manager is authorised to make further minor amendments that do not alter the intent of the Terms of Reference.



COUNCIL ASSESSMENT PANEL TERMS OF REFERENCE

1. Background

- 1.1 The City of Playford Council Assessment Panel (CAP) was appointed as a relevant authority under Section 82 and 83 of the *Planning, Development and Infrastructure Act 2016* by resolution of the City of Playford Council on 22 August 2017.

2. Approval and Change History

Version	Approval Date	Approved By	Review By	Change
1	22 August 2017	Ordinary Council	Senior Manager – Development Services	New Legislation
2	28 November 2017	Ordinary Council	Senior Manager – Development Services	Updates Required
2.1	25 May 2021	Ordinary Council	CAP Assessment Manager	Insurance and Remuneration Clauses added
3	29 November 2022	Ordinary Council	CAP Assessment Manager	Terms of Reference updated to reflect the Local Government of South Australia's modelling for Panel terms of reference
4	28 November 2023	Ordinary Council	CAP Assessment Manager	Annual Review

3. Definitions

The following definitions apply:

CAP means the City of Playford Council Assessment Panel

The Act means the *Planning, Development and Infrastructure Act (2016)*

The Regulations means the *Planning, Development and Infrastructure (General) Regulations (2017)*

Development Plan means the City of Playford Development Plan

Staff includes Council staff, contractors, volunteers and all others who perform work on behalf of Council

4. The Role of the CAP

- 4.1 The role of the CAP is:

- 4.1.1 to act as delegate of the Council in accordance with the requirements of the Act;

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4.1.2 as it thinks fit, to provide advice and reports to the Council on trends, issues and other matters relating to planning or development that have become apparent or arisen through its assessment of applications under the Act; and

4.1.3 to perform other functions (other than functions involving the formulation of policy) assigned to it by Council.

5. The Role of Council Administration

5.1 The Council will provide an Assessment Manager for the CAP. The role of the Assessment Manager is to:

5.1.1 act as a relevant authority as provided under the Act;

5.1.2 be responsible for managing the staff and operations of the CAP; and

5.1.3 provide advice to the CAP as appropriate

5.2 Council administration may provide advice and further clarification of issues during the meeting upon request of a CAP Member through the Presiding Member.

5.3 Council staff are not Members of the CAP and do not have voting rights. Their role is to provide professional advice to assist the CAP to make decisions based on the provisions of the City of Playford's Development Plan.

5.4 The Council is responsible for any costs, expenses or liabilities arising in relation to the activities of the CAP:

5.4.1 Whilst acting in their capacity as an Independent Member, for any honest act or omission, Members will be provided indemnity for civil liability claims under the Local Government Association Mutual Liability Scheme.

5.4.2 Whilst acting in their capacity as an Independent Member, personal accident coverage will be provided to Independent Members. Note that under the *Private Health Act 2007* and the rules attached to that Act, the personal accident policy may not cover medical expenses and Independent Members are responsible for their own medical expenses.

Deleted: <#>The CAP will review its performance annually in line with Council's financial calendar year.¶
<#>The Annual Report may include information identifying:¶
<#>the number of meetings held;¶
<#>the attendance record of Members;¶
<#>the number and nature of applications for Development Plan Consent that were considered (including the number of confidential items considered);¶
<#>advice in respect of any trends, issues or other matters that have become apparent or arisen through the CAP's assessment of applications for Development Plan Consent; and¶
<#>the number of decisions of the CAP that were appealed to the Environment, Resources and Development Court.¶
<#>The Annual Report will be forwarded to Members of the Council, CAP Members and the Minister for Planning for information.¶

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6. Membership of CAP

Appointment of Members

6.1 The CAP will consist of 5 members to be appointed by the Council, comprising:

6.1.1 one Member of the Council (Council Member)

6.1.2 four Independent Members, not being Members of the Council or State Parliament

6.2 The Council may determine that the CAP will be constituted by a different number of members for different classes of development, in which case the relevant details will be specified by the Council.

6.3 When appointing CAP Members, the Council must have regard to the following:

6.3.1 the candidate's knowledge of the operation and requirements of the Act and, during transition to the Act, the *Development Act 1993*;

6.3.2 in relation to Independent Members, the candidate's qualifications or experience in a field that is relevant to the activities of the CAP;

6.3.3 in relation to the Council Member, the candidate's experience in local government;

6.3.4 that a balance of qualifications and experience among CAP Members is desirable

6.3.5 that gender diversity among CAP Members is desirable; and

6.3.6 such other matters as the Council considers relevant.

Appointment of Deputy Members

6.4 The Council may appoint at least one Deputy Member to the CAP for the purpose of filling in for a CAP Member who is unable to attend a CAP meeting or part of a CAP meeting.

6.5 Subject to clause 6.6, a Deputy Member must not be a Member of the Council or State Parliament.

6.6 Where a Deputy Member appointed for the Council Member is also a member of the Council, that person may not act as a deputy for any other CAP Member (whereas a Deputy Member who is not a member of the Council may act as a deputy for any CAP Member).

6.7 Where more than one Deputy Member is appointed, the Council must specify the circumstances in which each Deputy Member ~~(any one or more of them)~~ will be invited to attend a CAP meeting.

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6.8 In appointing a Deputy Member, the Council must have regard to the matters in clause 6.3, as well as to the qualifications and experience of the CAP Member or CAP Members to whom the candidate will be a deputy.

6.9 Unless the context otherwise requests, a reference to a CAP Member in this document includes a Deputy Member.

Expression of Interest

6.10 Subject to clause 6.11, the Council will call for expressions of interest for appointment of CAP Members.

6.11 At the expiration of a term of appointment, an existing member is eligible for reappointment.

Presiding Member and Acting Presiding Member

6.12 The Council will appoint an Independent Member to be the Presiding Member of the CAP for such term and on such conditions as determined by the Council.

6.13 The Presiding Member will preside at any CAP meeting at which he or she is present.

6.14 In the event that the Presiding Member is not present at a meeting (or part thereof), an Acting Presiding Member will be appointed by those CAP Members who are present at the meeting.

6.15 A Presiding Member is eligible to be reappointed as the Presiding Member at the expiry of his or her term of office as Presiding Member.

6.16 In the event that the Presiding Member resigns or is removed from office, the Council will appoint an Independent Member to be the Presiding Member for such term and on such conditions as determined by the Council.

Term of Appointment

6.17 Subject to clause 9, Independent Members will be appointed for a term of up to 2 years and on any such other conditions as determined by the Council.

6.18 Subject to clause 9, the Council Member will be appointed for a term of up to 2 years and on any such other conditions as determined by the Council.

6.19 Deputy Members will be appointed for a term of up to 2 years and on any such other conditions as determined by the Council.

6.20 A CAP Member is eligible for reappointment for a further term, or further terms, upon the expiry of his or her current term.

6.21 A CAP Member whose term of office has expired may nevertheless continue to act as a Member until the vacancy is filled or for a period of six months from the expiry of the Member's term of office, whichever occurs first.

7. Vacancy in Membership

7.1 In the event of a vacancy arising in the office of a CAP Member, the Council may appoint a person to be a CAP Member for the balance of the original CAP Member's term of office as soon as is reasonably practicable.

7.2 The CAP Member appointed to fill a vacancy may be a Deputy Member in which case that person will automatically cease to be a Deputy Member.

7.3 In appointing a CAP Member pursuant to clause 7.1, the Council may have regard to the matters in clause 6.3 and 6.8 as the case requires.

7.4 A vacancy in the membership of the CAP will not invalidate any decisions of the CAP, provided a quorum is maintained during meetings.

7.4.1 A quorum at a meeting of the CAP is a number ascertained by dividing the total number of Members of the CAP by 2, ignoring any fraction resulting from the division, and adding 1.

8. Conditions of Appointment

8.1 Independent Members will receive a sitting fee for each meeting, the fee (exclusive of GST) is prescribed by Council.

8.2 Independent Members who are required to attend an Ordinary Council meeting, other Committee meetings or mandatory training are entitled to 50% of the sitting fee.

8.3 The Presiding Member is entitled to 125% of the sitting fee.

Sitting fee	50 %	125 %
\$ 450	\$ 225	\$ 563

8.4 Under Section 83(1)(c) of the Act:

8.4.1 CAP Members, excluding a Member who is a Member or former Member of the Council, must be accredited professionals – planning level 2 under the Act; and

8.4.2 CAP Members who are Members or former Members of the Council must have sufficient experience in local government to satisfy the Council that they are appropriately qualified to act as a Member of the CAP.

8.5 Independent Members may be offered to undertake training relevant to their role on the Committee. This may include mandatory training required of Council Members and Council and Committee Meeting Procedure training.

9. Removal from Office

9.1 A CAP Member will automatically lose office where:

9.1.1 the CAP Member has become bankrupt or has applied to take the benefit of a law for the relief of insolvent debtors;

9.1.2 the CAP Member has been convicted of an indictable offence punishable by imprisonment;

9.1.3 in the case of a Council Member, the Member ceases to be a member of the Council.

9.2 Subject to Clause 9.4, the Council may by resolution remove a CAP Member from office where, in the opinion of the Council, the behaviour of the CAP Member amounts to:

9.2.1 a breach of a condition of his or her appointment as a CAP Member;

9.2.2 misconduct;

9.2.3 a breach of any legislative obligation or duty of a CAP Member;

9.2.4 neglect of duty in attending to role and responsibilities as a CAP Member;

9.2.5 a failure to carry out satisfactorily the duties of his or her office;

9.2.6 a breach of fiduciary duty that arises by virtue of his or her office;

9.2.7 inability to carry out satisfactorily the duties of his or her office.

- 9.2.8 except in relation to Deputy Members, a failure without reasonable excuse to attend three consecutive CAP meetings without the CAP previously having resolved to grant a leave of absence to the CAP Member;
 - 9.2.9 in relation to a Deputy Member, a failure without reasonable excuse on three consecutive occasions to attend a meeting of the CAP when requested to do so; or
 - 9.2.10 for any other reason the Council considers appropriate.
- 9.3** The removal of the CAP Member pursuant to clause 9.2 will take effect upon the Council passing a resolution to remove the CAP Member from office (unless the Council resolves otherwise), and such resolution will be confirmed in writing to the CAP Member within 7 days of being passed.
- 9.4** Prior to resolving to remove a CAP Member from office pursuant to clause 9.2, the Council must:
- 9.4.1 give written notice to the CAP Member of:
 - 9.4.1.1 its intention to remove the CAP Member from office pursuant to clause 9.2; and
 - 9.4.1.2 the alleged behaviour of the CAP Member falling within clause 9.2.2 or reason the Council considers it appropriate to remove the CAP Member, not less than 7 days before the meeting of the Council at which the matter is to be considered;
 - 9.4.2 give the CAP Member an opportunity to make submissions to the Council on its intention to remove the CAP Member from office either orally at the Council meeting at which the matter is to be considered, or in writing by such date as the Council reasonably determines; and
 - 9.4.3 have due regard to the CAP Member's submission in determining whether to remove the CAP Member from office.
- 10. Disclosure of Interests**
- 10.1** A Member of the CAP who has a direct or indirect personal or pecuniary interest in a matter before the CAP (other than an indirect interest that exists in common with a substantial class or persons):
- 10.1.1 must, as soon as he or she becomes aware of his or her interest, disclose the nature and extent of the interest to the CAP;
 - 10.1.2 must not take part in any hearings conducted by the CAP, or in any deliberations or decision of the CAP, on the matter and must be absent from the meeting when any deliberations are taking place or a decision is being made.
- 10.2** A Member of the CAP will be taken to have an interest in a matter if an associate of the Member has an interest in the matter.

10.3 Independent Members must provide a return in accordance with Schedule 1 of the *Planning, Development and Infrastructure Act 1996*.

11. **Meetings, Agendas and Minutes**

11.1 Meetings of the City of Playford Council Assessment Panel are determined by the CAP inline with the Council Assessment Panel Operating Procedure. Changes to the scheduling of CAP meetings will be determined by the Assessment Manager in consultation with the Presiding Member.

11.2 Members of the public are able to access agendas and minutes of meetings of the CAP on Council's website at www.playford.sa.gov.au.

11.3 The CAP may, before it releases a copy of any minutes, exclude from the minutes information about any matter dealt with on a confidential basis.

12. **Review of CAP Decisions**

12.1 CAP Decisions are final and shall not be referred to Council for further consideration.

12.2 In circumstances prescribed by the Act, an applicant or third party who is dissatisfied with the CAP's decision may appeal to the judicial system of the State.

13. **Review of Terms of Reference**

13.1 A review of the Terms of Reference for CAP will be undertaken every four years in line with the Local Government General Elections with any amendments to be presented to Council for endorsement.

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14. **Supporting Documentation**

14.1 The following documents support this Terms of Reference:

- Schedule 3 (Codes of conduct and professional standards) of the *Planning, Development and Infrastructure Act 2016*

15. **Document Control**

15.1 Approved by Ordinary Council Resolution TBA on 28 November 2023.

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15.2 Before using a printed copy, please verify it is the current document.

Deleted: 29 November 2022



COUNCIL ASSESSMENT PANEL TERMS OF REFERENCE

1. Background

- 1.1 The City of Playford Council Assessment Panel (CAP) was appointed as a relevant authority under Section 82 and 83 of the *Planning, Development and Infrastructure Act 2016* by resolution of the City of Playford Council on 22 August 2017.

2. Approval and Change History

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The Act means the *Planning, Development and Infrastructure Act (2016)*

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Development Plan means the City of Playford Development Plan

Staff includes Council staff, contractors, volunteers and all others who perform work on behalf of Council

4. The Role of the CAP

- 4.1 The role of the CAP is:

- 4.1.1 to act as delegate of the Council in accordance with the requirements of the Act;

- 4.1.2 as it thinks fit, to provide advice and reports to the Council on trends, issues and other matters relating to planning or development that have become apparent or arisen through its assessment of applications under the Act; and
- 4.1.3 to perform other functions (other than functions involving the formulation of policy) assigned to it by Council.

5. The Role of Council Administration

- 5.1 The Council will provide an Assessment Manager for the CAP. The role of the Assessment Manager is to:
 - 5.1.1 act as a relevant authority as provided under the Act;
 - 5.1.2 be responsible for managing the staff and operations of the CAP; and
 - 5.1.3 provide advice to the CAP as appropriate
- 5.2 Council administration may provide advice and further clarification of issues during the meeting upon request of a CAP Member through the Presiding Member.
- 5.3 Council staff are not Members of the CAP and do not have voting rights. Their role is to provide professional advice to assist the CAP to make decisions based on the provisions of the City of Playford's Development Plan.
- 5.4 The Council is responsible for any costs, expenses or liabilities arising in relation to the activities of the CAP:
 - 5.4.1 Whilst acting in their capacity as an Independent Member, for any honest act or omission, Members will be provided indemnity for civil liability claims under the Local Government Association Mutual Liability Scheme.
 - 5.4.2 Whilst acting in their capacity as an Independent Member, personal accident coverage will be provided to Independent Members. Note that under the *Private Health Act 2007* and the rules attached to that Act, the personal accident policy may not cover medical expenses and Independent Members are responsible for their own medical expenses.

6. Membership of CAP

Appointment of Members

- 6.1 The CAP will consist of 5 members to be appointed by the Council, comprising:
 - 6.1.1 one Member of the Council (Council Member)
 - 6.1.2 four Independent Members, not being Members of the Council or State Parliament
- 6.2 The Council may determine that the CAP will be constituted by a different number of members for different classes of development, in which case the relevant details will be specified by the Council.

- 6.3** When appointing CAP Members, the Council must have regard to the following:
- 6.3.1 the candidate's knowledge of the operation and requirements of the Act and, during transition to the Act, the *Development Act 1993*;
 - 6.3.2 in relation to Independent Members, the candidate's qualifications or experience in a field that is relevant to the activities of the CAP;
 - 6.3.3 in relation to the Council Member, the candidate's experience in local government;
 - 6.3.4 that a balance of qualifications and experience among CAP Members is desirable
 - 6.3.5 that gender diversity among CAP Members is desirable; and
 - 6.3.6 such other matters as the Council considers relevant.

Appointment of Deputy Members

- 6.4** The Council may appoint at least one Deputy Member to the CAP for the purpose of filling in for a CAP Member who is unable to attend a CAP meeting or part of a CAP meeting.
- 6.5** Subject to clause 6.6, a Deputy Member must not be a Member of the Council or State Parliament.
- 6.6** Where a Deputy Member appointed for the Council Member is also a member of the Council, that person may not act as a deputy for any other CAP Member (whereas a Deputy Member who is not a member of the Council may act as a deputy for any CAP Member).
- 6.7** Where more than one Deputy Member is appointed, the Council must specify the circumstances in which each Deputy Member (any one or more of them) will be invited to attend a CAP meeting.
- 6.8** In appointing a Deputy Member, the Council must have regard to the matters in clause 6.3, as well as to the qualifications and experience of the CAP Member or CAP Members to whom the candidate will be a deputy.
- 6.9** Unless the context otherwise requests, a reference to a CAP Member in this document includes a Deputy Member.

Expression of Interest

- 6.10** Subject to clause 6.11, the Council will call for expressions of interest for appointment of CAP Members.
- 6.11** At the expiration of a term of appointment, an existing member is eligible for reappointment.

Presiding Member and Acting Presiding Member

- 6.12** The Council will appoint an Independent Member to be the Presiding Member of the CAP for such term and on such conditions as determined by the Council.

- 6.13 The Presiding Member will preside at any CAP meeting at which he or she is present.
- 6.14 In the event that the Presiding Member is not present at a meeting (or part thereof), an Acting Presiding Member will be appointed by those CAP Members who are present at the meeting.
- 6.15 A Presiding Member is eligible to be reappointed as the Presiding Member at the expiry of his or her term of office as Presiding Member.
- 6.16 In the event that the Presiding Member resigns or is removed from office, the Council will appoint an Independent Member to be the Presiding Member for such term and on such conditions as determined by the Council.

Term of Appointment

- 6.17 Subject to clause 9, Independent Members will be appointed for a term of up to 2 years and on any such other conditions as determined by the Council.
- 6.18 Subject to clause 9, the Council Member will be appointed for a term of up to 2 years and on any such other conditions as determined by the Council.
- 6.19 Deputy Members will be appointed for a term of up to 2 years and on any such other conditions as determined by the Council.
- 6.20 A CAP Member is eligible for reappointment for a further term, or further terms, upon the expiry of his or her current term.
- 6.21 A CAP Member whose term of office has expired may nevertheless continue to act as a Member until the vacancy is filled or for a period of six months from the expiry of the Member's term of office, whichever occurs first.

7. Vacancy in Membership

- 7.1 In the event of a vacancy arising in the office of a CAP Member, the Council may appoint a person to be a CAP Member for the balance of the original CAP Member's term of office as soon as is reasonably practicable.
- 7.2 The CAP Member appointed to fill a vacancy may be a Deputy Member in which case that person will automatically cease to be a Deputy Member.
- 7.3 In appointing a CAP Member pursuant to clause 7.1, the Council may have regard to the matters in clause 6.3 and 6.8 as the case requires.
- 7.4 A vacancy in the membership of the CAP will not invalidate any decisions of the CAP, provided a quorum is maintained during meetings.
 - 7.4.1 A quorum at a meeting of the CAP is a number ascertained by dividing the total number of Members of the CAP by 2, ignoring any fraction resulting from the division, and adding 1.

8. Conditions of Appointment

- 8.1 Independent Members will receive a sitting fee for each meeting, the fee (exclusive of GST) is prescribed by Council.

8.2 Independent Members who are required to attend an Ordinary Council meeting, other Committee meetings or mandatory training are entitled to 50% of the sitting fee.

8.3 The Presiding Member is entitled to 125% of the sitting fee.

Sitting fee	50 %	125 %
\$ 450	\$ 225	\$ 563

8.4 Under Section 83(1)(c) of the Act:

8.4.1 CAP Members, excluding a Member who is a Member or former Member of the Council, must be accredited professionals – planning level 2 under the Act; and

8.4.2 CAP Members who are Members or former Members of the Council must have sufficient experience in local government to satisfy the Council that they are appropriately qualified to act as a Member of the CAP.

8.5 Independent Members may be offered to undertake training relevant to their role on the Committee. This may include mandatory training required of Council Members and Council and Committee Meeting Procedure training.

9. Removal from Office

9.1 A CAP Member will automatically lose office where:

9.1.1 the CAP Member has become bankrupt or has applied to take the benefit of a law for the relief of insolvent debtors;

9.1.2 the CAP Member has been convicted of an indictable offence punishable by imprisonment;

9.1.3 in the case of a Council Member, the Member ceases to be a member of the Council.

9.2 Subject to Clause 9.4, the Council may by resolution remove a CAP Member from office where, in the opinion of the Council, the behaviour of the CAP Member amounts to:

9.2.1 a breach of a condition of his or her appointment as a CAP Member;

9.2.2 misconduct;

9.2.3 a breach of any legislative obligation or duty of a CAP Member;

9.2.4 neglect of duty in attending to role and responsibilities as a CAP Member;

9.2.5 a failure to carry out satisfactorily the duties of his or her office;

9.2.6 a breach of fiduciary duty that arises by virtue of his or her office;

9.2.7 inability to carry out satisfactorily the duties of his or her officer.

- 9.2.8 except in relation to Deputy Members, a failure without reasonable excuse to attend three consecutive CAP meetings without the CAP previously having resolved to grant a leave of absence to the CAP Member;
 - 9.2.9 in relation to a Deputy Member, a failure without reasonable excuse on three consecutive occasions to attend a meeting of the CAP when requested to do so; or
 - 9.2.10 for any other reason the Council considers appropriate.
- 9.3** The removal of the CAP Member pursuant to clause 9.2 will take effect upon the Council passing a resolution to remove the CAP Member from office (unless the Council resolves otherwise), and such resolution will be confirmed in writing to the CAP Member within 7 days of being passed.
- 9.4** Prior to resolving to remove a CAP Member from office pursuant to clause 9.2, the Council must:
- 9.4.1 give written notice to the CAP Member of:
 - 9.4.1.1 its intention to remove the CAP Member from office pursuant to clause 9.2; and
 - 9.4.1.2 the alleged behaviour of the CAP Member falling within clause 9.2.2 or reason the Council considers it appropriate to remove the CAP Member, not less than 7 days before the meeting of the Council at which the matter is to be considered;
 - 9.4.2 give the CAP Member an opportunity to make submissions to the Council on its intention to remove the CAP Member from office either orally at the Council meeting at which the matter is to be considered, or in writing by such date as the Council reasonably determines; and
 - 9.4.3 have due regard to the CAP Member's submission in determining whether to remove the CAP Member from office.

10. Disclosure of Interests

- 10.1** A Member of the CAP who has a direct or indirect personal or pecuniary interest in a matter before the CAP (other than an indirect interest that exists in common with a substantial class or persons):
- 10.1.1 must, as soon as he or she becomes aware of his or her interest, disclose the nature and extent of the interest to the CAP;
 - 10.1.2 must not take part in any hearings conducted by the CAP, or in any deliberations or decision of the CAP, on the matter and must be absent from the meeting when any deliberations are taking place or a decision is being made.
- 10.2** A Member of the CAP will be taken to have an interest in a matter if an associate of the Member has an interest in the matter.

- 10.3 Independent Members must provide a return in accordance with Schedule 1 of the *Planning, Development and Infrastructure Act 1996*.

11. Meetings, Agendas and Minutes

- 11.1 Meetings of the City of Playford Council Assessment Panel are determined by the CAP inline with the Council Assessment Panel Operating Procedure. Changes to the scheduling of CAP meetings will be determined by the Assessment Manager in consultation with the Presiding Member.
- 11.2 Members of the public are able to access agendas and minutes of meetings of the CAP on Council's website at www.playford.sa.gov.au.
- 11.3 The CAP may, before it releases a copy of any minutes, exclude from the minutes information about any matter dealt with on a confidential basis.

12. Review of CAP Decisions

- 12.1 CAP Decisions are final and shall not be referred to Council for further consideration.
- 12.2 In circumstances prescribed by the Act, an applicant or third party who is dissatisfied with the CAP's decision may appeal to the judicial system of the State.

13. Review of Terms of Reference

- 13.1 A review of the Terms of Reference for CAP will be undertaken every four years in line with the Local Government General Elections with any amendments to be presented to Council for endorsement.

14. Supporting Documentation

- 14.1 The following documents support this Terms of Reference:
- Schedule 3 (Codes of conduct and professional standards) of the *Planning, Development and Infrastructure Act 2016*

15. Document Control

- 15.1 Approved by Ordinary Council Resolution TBA on 28 November 2023.
- 15.2 Before using a printed copy, please verify it is the current document.

STAFF REPORTS

***Matters which cannot be
delegated to a Committee or Staff***

15.1 APPOINTMENT OF DEPUTY MAYOR

Responsible Executive Manager : Sam Green

Report Author : Domenica Crisafi

Delegated Authority : Matters which cannot be delegated to a Committee or Staff

PURPOSE

For Council to determine the position, term and appointment of a Deputy Mayor.

STAFF RECOMMENDATION

1. In accordance with Section 51(3) of the *Local Government Act 1999*, Council resolves to have a Deputy Mayor.
2. A Deputy Mayor will be appointed for a term of 12 months.
3. In accordance with Section 51(4) of the *Local Government Act 1999* Council have appointed Cr_____ to the position of Deputy Mayor.
4. If required, the private ballot process outlined in the *Code of Practice for Council and Committee Meetings – Section 6.16 Voting (Regulation 16)*, will be utilised with the results of the ballot determining the outcome.

EXECUTIVE SUMMARY

Council has the opportunity to appoint a Councillor as Deputy Mayor in accordance with Section 51(3) of the *Local Government Act 1999* (the Act). There is no legislative requirement to appoint a Deputy Mayor, however, the appointment of a Deputy Mayor provides the opportunity for a Councillor to support the Mayor and act on the Mayor's behalf when required.

1. BACKGROUND

Section 51(3) of the Act enables Council to appoint a Deputy Mayor. The term of office of the Deputy Mayor must not exceed 4 years in accordance with Section 51(4) of the Act. Previously, Council has appointed a Deputy Mayor for a term of 12 months. On 29 November 2022, Cr Rentoulis was appointed as Deputy Mayor for a 12-month period.

2. RELEVANCE TO STRATEGIC PLAN

Decision-making filter: We will ensure we meet our legislative requirements and legal obligations.

Should Council resolve to appoint a Deputy Mayor, the appointment will be made in accordance with the legislative requirements of the Act.

Community Theme 3: Connecting with our community and each other.

The appointment of a Deputy Mayor supports the community through improved service delivery and the fulfilment of official roles and responsibilities during the Mayor's absence.

3. PUBLIC CONSULTATION

There is no requirement to consult the community on this matter.

4. DISCUSSION

- 4.1 There is no legislative requirement under the Act for Council to appoint a Deputy Mayor. If Council chooses to appoint a Deputy Mayor, it must be through a council resolution in accordance with Section 51(3) of the Act.
- 4.2 If a Deputy Mayor is not appointed, and the Mayor is absent from official duties, Section 51(7) of the Act states that a Council Member chosen by the Council can be appointed to act in the office of Mayor during the relevant period.
- 4.3 For any periods that the Mayor is absent, the Deputy Mayor may act in the office of the Mayor. This includes, but is not limited to, the following duties: chairing and attending meetings as required, attending civic functions, assuming the role of spokesperson for Council and other duties as required by existing policies and procedures.
- 4.4 The position of Deputy Mayor also fulfils the following responsibilities:
 - Support the Mayor in the leadership of the Elected Member body;
 - Attend regular debrief sessions prior to Council Meetings with the Chief Executive Officer (CEO) and Mayor;
 - Participate as a Member of the Chief Executive Officer Review Committee;
 - Support the Mayor in the delivery of Citizenship Ceremonies; and
 - Exercise other functions of the Council as the Council determines.
- 4.5 An annual review of the Deputy Mayor's term of office enables Councillors to consider experiencing the development and leadership opportunities that come with the Deputy Mayor role.
- 4.6 While the Deputy Mayor position can be demanding, it is a rewarding position that provides invaluable support and assistance to the Mayor and Council.
- 4.7 Should a vacancy occur in the Office of the Mayor, a Council member, such as the Deputy Mayor, chosen by the Council may act in this capacity.
- 4.8 The annual allowance for a Deputy Mayor will be equal to one and a quarter (1.25) times the annual allowance for councillors as determined by the Remuneration Tribunal.

5. OPTIONS

Recommendation

1. In accordance with Section 51(3) of the *Local Government Act 1999*, Council resolves to have a Deputy Mayor.
2. A Deputy Mayor will be appointed for a term of 12 months.
3. In accordance with Section 51(4) of the *Local Government Act 1999* Council have appointed Cr_____ to the position of Deputy Mayor.
4. If required, the private ballot process outlined in the *Code of Practice for Council and Committee Meetings – Section 6.16 Voting (Regulation 16)*, will be utilised with the results of the ballot determining the outcome.

Option 2

1. In accordance with Section 51(3) of the *Local Government Act 1999*, Council resolves to have a Deputy Mayor.
2. A Deputy Mayor will be appointed for a term of _____.
3. In accordance with Section 51(4) of the *Local Government Act 1999*, Council have appointed Cr_____ to the position of Deputy Mayor.
4. If required, the private ballot process outlined in the *Code of Practice for Council and Committee Meetings – Section 6.16 Voting (Regulation 16)*, will be utilised with the results of the ballot determining the outcome.

Option 3

1. Council resolves to not have a Deputy Mayor, at this time.
2. Council approves for the Mayor, in consultation with the CEO, to decide on appropriate Elected Member representation if the Mayor is absent from official duties.

6. ANALYSIS OF OPTIONS

6.1 Recommendation Analysis

6.1.1 Analysis & Implications of the Recommendation

The recommendation to appoint a Deputy Mayor supports service delivery in the absence of the Mayor. Council have previously resolved for the term of office for Deputy Mayor to be of 12 months. If more than one nomination is received, Council will utilise the Private Ballot process outlined in the *Code of Practice for Council and Committee Meetings – Section 6.16 Voting (Regulation 16)* to determine the result.

Risk Appetite

Service Delivery

Council has a moderate appetite for supporting and enhancing existing services and programs to improve the social, recreation and health and wellbeing outcomes for residents; and driving social and economic transformation through a number of major projects and Council initiatives, which will create jobs and act as a catalyst for private investment into Northern Adelaide to support the growing population.

This decision will maintain the position of Deputy Mayor, a supporting role to assist in the delivery of roles and responsibilities required to be carried out by the Mayor. It removes the requirement for a Council decision each time a proxy representative for the Mayor may be required.

Regulatory Compliance

Council has a zero tolerance for non-compliance with applicable legislation including but not limited to: Local Government Act (LGA) 1999; Independent Commissioner Against Corruption (ICAC) Act 2012; Work Health & Safety (WHS) Act 2012; Environment Protection Act (EPA) 1993; Development Act 1993; Equal Employment Opportunity legislation; and Public Consultation legislation.

This decision will meet the legislative process for Council to appoint a Deputy Mayor. While it is not a regulated requirement to have the position, there are regulatory functions and requirements if a Deputy Mayor is appointed.

6.1.2 Financial Implications

The appointment of a Deputy Mayor will result in the payment of an annual allowance to the Deputy Mayor of an additional 25% of the Councillor allowance determined by the Remuneration Tribunal.

As a Group 1B council, a City of Playford Councillor that holds the Office of Deputy Mayor will receive the total annual allowance of \$30,218.75 with the Deputy Mayor allowance being \$6,043.75 greater than that of a Councillor.

The associated allowance for the position of a Deputy Mayor has been included in the 2023/2024 Budget.

6.2 Option 2 Analysis

6.2.1 Analysis & Implications of Option 2

Council may decide to vary the term length, for a period of no longer than 4 years, for the office of Deputy Mayor in accordance with Section 51(4) of the Act. However, the term of office is limited to not being any longer than the next local government periodic election in 2026.

6.2.2 Financial Implications

The appointment of a Deputy Mayor will result in the payment of an annual allowance to the Deputy Mayor of an additional 25% of the Councillor allowance determined by the Remuneration Tribunal.

As a Group 1B council, a City of Playford Councillor that holds the Office of Deputy Mayor will receive the total annual allowance of \$30,218.75 with the Deputy Mayor allowance being

\$6,043.75 greater than that of a Councillor. The length of the term of Office does not change the cost associated with having a Deputy Mayor.

The associated allowance for the position of a Deputy Mayor has been included in the 2023/2024 Budget.

6.3 Option 3 Analysis

6.3.1 Analysis & Implications of Option 3

Council may decide that they do not want to have a Deputy Mayor at this time. If this option is chosen, it will require the Mayor, in consultation with the CEO, to decide on appropriate Elected Member representation if the Mayor is absent from official duties.

6.3.2 Financial Implications

If Council decide not to have a Deputy Mayor there will be a small budget saving by not having to pay a higher allowance to the Deputy Mayor.

15.2 LEAVE OF ABSENCE - CR TANYA SMILJANIC

Responsible Executive Manager : Sam Green

Report Author : Domenica Crisafi

Delegated Authority : Matters which cannot be delegated to a Committee or Staff

PURPOSE

To consider the leave of absence request received from Cr Tanya Smiljanic.

STAFF RECOMMENDATION

Council grant Cr Tanya Smiljanic leave of absence from her councillor duties from 27 November 2023 to 9 February 2024 inclusive.

EXECUTIVE SUMMARY

Cr Tanya Smiljanic has requested a leave of absence from her Councillor duties.

1. BACKGROUND

Cr Tanya Smiljanic has requested leave of absence from 27 November 2023 to 9 February 2024 inclusive, in line with the Code of Practice for Council and Committee Meetings.

Section 54(1)(d) of the *Local Government Act 1999* specifies the office of a member of a council becomes vacant if the member is removed from office by the council on the ground that he or she has been absent, without leave of the council, from three or more consecutive ordinary meetings of the council.

2. RELEVANCE TO STRATEGIC PLAN

Decision-making filter: We will ensure that we meet our legislative requirements and legal obligations.

Considering the leave of absence request ensures Council is fulfilling our legislative requirements.

3. PUBLIC CONSULTATION

There is no requirement to consult the community on this matter.

4. DISCUSSION

4.1 Section 54(1)(d) of the *Local Government Act 1999* states that the office of a member of a council becomes vacant if the member is removed from office by the council on the ground that he or she has been absent, without leave of the council, from three or more consecutive ordinary meetings of the council.

4.2 Cr Smiljanic has requested leave of absence for the period of 27 November 2023 to 9 February 2024.

- 4.3 The period of requested leave would result in Cr Smiljanic being absent for three consecutive ordinary council meetings.

5. OPTIONS

Recommendation

Council grant Cr Tanya Smiljanic leave of absence from her councillor duties from 27 November 2023 to 9 February 2024 inclusive.

6. ANALYSIS OF OPTIONS

6.1 Recommendation Analysis

6.1.1 Analysis & Implications of the Recommendation

In order to comply with Section 54(1)(d) of the *Local Government Act 1999*, it is recommended that Cr Smiljanic's request for leave of absence from her Councillor duties be granted.

Risk Appetite

Regulatory Compliance

Council has a zero tolerance for non-compliance with applicable legislation including but not limited to: Local Government Act (LGA) 1999; Independent Commissioner Against Corruption (ICAC) Act 2012; Work Health & Safety (WHS) Act 2012; Environment Protection Act (EPA) 1993; Development Act 1993; Equal Employment Opportunity legislation; and Public Consultation legislation.

This decision will ensure our legislative requirements are fulfilled.

6.1.2 Financial Implications

There are no financial or resource implications in relation to this recommendation. Cr Smiljanic may continue to receive the allowance payable to a Councillor.

Should Council determine to decline this request, there may be financial and resource implications as it may result in a vacancy.

15.3 DALKEITH ROAD / STEBONHEATH ROAD - 2023-2024 BLACK SPOT FUNDING DEED

Responsible Executive Manager : Sam Green

Report Author : Samantha Grieve

Delegated Authority : Matters which cannot be delegated to a Committee or Staff

Attachments :

- 1. Letter of Offer from the Department for Infrastructure and Transport
- 2. Blackspot Funding Deed

PURPOSE

The Purpose of this report is for Council to authorise the application of the Common Seal of the City of Playford, to execute the 2023/24 Commonwealth Infrastructure Investment Black Spot Program Funding Deed with the Commissioner of Highways (Grantor) for the safety improvement upgrade at the Dalkeith and Stebonheath Road intersection.

STAFF RECOMMENDATION

Pursuant to Section 38 of the *Local Government Act 1999*, Council authorises the application of the Common Seal of the City of Playford to execute the Blackspot Funding Deed (Attachment 2) with the Commissioner of Highways (Grantor) for safety improvements at the intersection of Dalkeith and Stebonheath Road.

EXECUTIVE SUMMARY

Council has been successful in securing full funding (\$2,185,679 including GST) through the 2023/24 Commonwealth Infrastructure Investment Black Spot Program, ("**Black Spot Program**") administered by the Government of South Australia Department for Infrastructure and Transport (DIT), for safety improvements at the intersection of Dalkeith and Stebonheath Road, Kudla. The safety improvements include a new roundabout with appropriate speed reduction treatment, installation of footpaths, pram ramps, pedestrian refuges, and lighting.

To accept the funding, the Mayor and Chief Executive Officer of the City of Council must execute the attached Funding Deed which has been provided by the Department for Infrastructure and Transport (DIT).

1. BACKGROUND

Council applied for funding through the 2023/24 Black Spot Program for safety improvements at the intersection of Stebonheath and Dalkeith Roads. This was a joint funding submission between the City of Playford and the Town of Gawler.

The project was included in Council's 2023/24 Annual Business Plan with the view that it would proceed if Council's funding application was successful.

On 23 October 2023, DIT advised Council that it was successful in securing full funding for the safety improvements at the intersection of Dalkeith and Stebonheath Road.

2. RELEVANCE TO STRATEGIC PLAN

The following Decision-Making Filters and Community Themes relate to this project:

Leveraging External Funding

- Accepting the funding offer (Attachment 1) and delivering this project is consistent with Council's commitment to work with other levels of government and stakeholders to ensure we maximise any opportunity to leverage external funding.

Community Theme 1: Improving safety and accessibility.

- The installation of a roundabout, implementation of channelisation treatments at all approaches to the intersection with appropriate deflection curves, to reduce vehicle approaching speed from 80km/h to 60km/h and street lighting, will mitigate the potential for injury crashes at the intersection and improve road safety.
- The installation of footpaths, pram ramps and pedestrian refuges will improve access for all members of the community and provide designated safe crossing points.

Community Theme 2: Using money wisely.

- Leveraging infrastructure funding programs where available will ensure that Council can focus investment of Council resources to other areas.

3. PUBLIC CONSULTATION

Public consultation to execute the Funding Deed is not required. The project is a joint venture with the Town of Gawler and was included in the 2023/24 Annual Business Plan and Budget subject to securing Black Spot funding. Public consultation was successfully completed prior to endorsement of the 2023/24 Annual Business Plan.

4. DISCUSSION

- 4.1 Black Spot projects target road locations where crashes occur or where there is a identified significant risk of injury crashes (through a road safety audit). By funding road safety measures such as roundabouts at dangerous locations, the Black Spot Program reduces the risk of injury crashes.
- 4.2 Funding is mainly available for the treatment of Black Spot sites, or road lengths, with a proven history of crashes. Project proposals should be able to demonstrate treatment of road safety issues and provide a benefit to cost ratio of at least 2 to 1.
- 4.3 For individual sites such as intersections, mid-block or short road sections, there should be a history of at least three casualty crashes over a five-year period. For lengths of road, there should be an average of 0.2 casualty crashes per kilometre per annum over the length in question over five years. The requirement of a history of crashes ensures that those sites that have a recurrent problem are targeted first for treatment.
- 4.4 The City of Playford applied for funding for one project through the 2023/24 Black Spot Program.

On the 23rd October 2023, DIT advised the City of Playford that the application for safety improvements at the intersection of Dalkeith and Stebonheath Road was successful and full project funding had been approved (\$2,185,679 including GST).

5. OPTIONS

Recommendation

Pursuant to Section 38 of the Local Government Act 1999, Council authorises the application of the Common Seal of the City of Playford to execute the Blackspot Funding Deed (Attachment 2) with the Commissioner of Highways (Grantor) for safety improvements at the intersection of Dalkeith and Stebonheath Road.

6. ANALYSIS OF OPTION

6.1 Recommendation Analysis

6.1.1 Analysis & Implications of the Recommendation

Council's 2023/24 Black Spot Program application sought to improve road safety for all road users at this intersection.

Council previously committed to the project by including it in the 2023/24 Annual Business Plan with the view that they would proceed if the funding application was successful.

Given this previous commitment it is appropriate that Council accepts the funding offer for the safety improvements at the intersection of Dalkeith and Stebonheath Road and the project proceeds.

6.1.2 Financial Implications

Funding for the safety improvement upgrade at the intersection of Dalkeith and Stebonheath Road has been allocated via the 2023/24 Annual Business Plan and is outlined in the table below:

	Current Year 2023/24 \$'000	Ongoing \$'000
Operating Revenue	993	
Operating Expenditure	993	39
Net Operating Impact		39
Capital Revenue	993	
Capital Expenditure	993	
Total Capital Investment (Excluding GST)	1,986	39

*Note that the amounts listed in this table are GST exclusive

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Government of South Australia

Department for Infrastructure and Transport

In reply please quote 2022/06522/02

*Enquiries to Ty Edwards
Telephone (08) 7133 2893*

RECEIVED
23 OCT 2023

BY:

Transport Strategy and
Planning – Road Network
Planning

GPO Box 1533
Adelaide SA 5001

Telephone: 08 8343 2222

ABN 92 366 288 135

Mr Sam Green
Chief Executive Officer
City of Playford
12 Bishopstone Road
Davoren Park SA 5113

Dear Mr Green

2023-2024 AUSTRALIAN GOVERNMENT BLACK SPOT PROGRAM

On 13 July 2023, the Australian Government announced the South Australian projects approved for funding under the 2023-2024 Australian Government Black Spot Program.

I am pleased to advise that the following project was approved funding under this program:

- Dalkeith Road / Stebonheath Road Intersection Safety Improvements
 - Install roundabout
 - Approved funding: \$ 2,185,679 (GST inclusive).
 - Completion by the end of June 2025.

A funding deed has been prepared containing information about the project funding, conditions, reporting and payment arrangements.

Two copies of the deed are attached.

Please insert the required details in item 2 of Schedule 1, attach the seal and sign on page 8 and return both copies within six weeks from the date of this letter to:

*Mr Ty Edwards
Road Safety Engineer
Transport Strategy and Planning Division
Department for Infrastructure and Transport
GPO Box 1533
ADELAIDE SA 5001*

It is important that the obligations and conditions in the funding deed are met. Work on the project must be undertaken in accordance with appropriate

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Austroads, Australian and Departmental Standards and the requirements of the *Notes on Administration for the Infrastructure Investment Black Spot Program*, which is available on the Department's website at https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program.

For further information regarding project nominations, please contact Mr Ty Edwards on telephone number (08) 7133 2893 or email Ty.Edwards@sa.gov.au.

Yours sincerely



Fiona Cartwright
Manager, Road Network Planning

18th October 2023

Encl. 2 x copies of Funding Deed

FUNDING DEED

under

**2023-2024 COMMONWEALTH INFRASTRUCTURE INVESTMENT
BLACK SPOT PROGRAM**

Project Number	121809-23SA-BS
Location	Dalkeith Road and Stebonheath Road, Kudla
Project Description	Install roundabout
Project Funding	\$ 2,185,679 (GST Inclusive)

between

THE COMMISSIONER OF HIGHWAYS
(Grantor)

and

THE COUNCIL NAMED IN SCHEDULE 1
(Council)

FUNDING DEED

Between

COMMISSIONER OF HIGHWAYS, a body corporate pursuant to the *Highways Act 1926* (administered by the Department for Infrastructure and Transport) (ABN: 92 366 288 135).....(**Grantor**)

And

THE COUNCIL NAMED IN SCHEDULE 1, a body corporate under the *Local Government Act 1999*.....(**Council**)

It is agreed:

1. BACKGROUND

- 1.1 The Council has proposed to undertake the project (**Project**) described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose (**Purpose**) described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 4 of Schedule 1 (**Funding**).
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways (**Commissioner**).
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

2. FUNDING

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the **Funding Period** is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The **Start Date** and **End Date** are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
 - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
 - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.
- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.

-
- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.

3. **GST**

- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999 (GST Law)*.

4. **ADMINISTRATION OF DEED**

- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person (**Grantor's Representative**) for the time being in the position within the Department for Infrastructure and Transport (**Department**) set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person (**Council's Representative**) for the time being in the position within the Council set out in item 2 of Schedule 1.

5. **PROVISION OF FINANCIAL INFORMATION**

- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
 - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
 - (c) any significant changes to the nature and scope of the activities conducted by the Council;
 - (d) any other matter relevant to the granting of assistance;
 - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
 - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
 - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
 - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
 - (c) the overall effectiveness of the Funding throughout the Funding Period;
 - (d) compliance with legislation and generally accepted accounting principles; and

-
- (e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

- (a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and
- (b) to interview employees of the Council on matters pertaining to the operations of the Council.

6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

- 6.1 use the Funding only for the Purpose for which the Funding was made;
- 6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;
- 6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;
- 6.4 comply with its constitution;
- 6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;
- 6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;
(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)
- 6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive) prepare financial statements in the nature of General Purpose Financial Statements; and
- 6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

7. CONDUCT OF THE PROJECT

- 7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.
- 7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.
- 7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

8. TERMINATION

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
 - (b) withhold all future funding from the Council;
 - (c) pursue any legal rights or remedies which may be available to the Grantor; and
 - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

9. GENERAL TERMS AND CONDITIONS**9.1 Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) (**Act**) and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

9.2 Commonwealth Funded Project

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

9.3 Audit

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

9.4 Acknowledgements

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.

9.5 Indemnity

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents (**those indemnified**) from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

9.6 Assignment

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

9.7 Publicity

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

9.8 Consent

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

9.9 Entire Deed

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

9.10 Proper Law

The laws in force in South Australia apply to this deed.

9.11 Jurisdiction of Courts

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

9.12 Compliance with Laws

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

9.13 Notices

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by electronic mail, when the sender receives confirmation that the e-mail has been transmitted successfully to the correct e-mail address; or

- (c) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

9.14 Performance and future proposals

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

9.15 Waiver

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights.

A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

9.16 Variation

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

9.17 Reading down and Severance

In the event that any provision (or portion of any provision) of this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected.

The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

9.18 Auditor General

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

9.19 Public Disclosure

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 Special Conditions

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

EXECUTED as a DEED

By the Grantor

**THE COMMON SEAL of the
COMMISSIONER OF HIGHWAYS**)
)
)
)
)
)
)
)
)
)
)was affixed on:
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:

Print Name:

By the Council

**THE COMMON SEAL of the
COUNCIL NAMED IN SCHEDULE 1**)
)
)
)
)
)
)
)
)
)
)was affixed on:
(Date above)

(Affix Seal Above)

as attested by the Principal Member and
Chief Executive Officer.

Signature:

Signature:

Print Name:

Print Name:

Principal Member

Chief Executive Officer

SCHEDULE 1 - PARTICULARS**1. THE COUNCIL**

Name: **City of Playford**

Site Address: **10 Playford Blvd, Elizabeth SA**

Postal Address: **12 Bishopstone Road, Davoren Park SA 5113**

ABN: **99 397 793 662**

2. REPRESENTATIVES**Grantor's Representative****Council's Representative**

Name:	Russell Troup	Name:	_____
Position:	Director, Transport Strategy and Network Planning	Position:	_____
	Department for Infrastructure and Transport		_____
Address:	GPO BOX 1533 ADELAIDE SA 5001	Address:	_____
Telephone:	(08) 7133 2967	Telephone:	_____
E-mail:	russell.troup@sa.gov.au	E-mail:	_____

3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)

The Purpose: The funding is provided for the purpose of the Council undertaking on the road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project:	Project Number	121809-23SA-BS
	Project Description	Install roundabout

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DIT maintained roads).

Details of the Road(s): **Intersections of Dalkeith Road and Stebonheath Road**

Is the Road(s) under the care control and management of the Commissioner of Highways:

No

Note: If under the care, control and management of the Commissioner then Schedule 2 will apply.

4. THE FUNDING

The Funding: **\$2,185,679** (GST Inclusive)

The Funding Period: Start Date: **1 July 2023**

End Date: **30 June 2025**

5. MANNER & CONDITIONS OF PAYMENT**Limit on payments**

The Funding of **\$2,185,679** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	\$nil
Allocation for Progress Payments	\$2,185,679
Total Funding	\$2,185,679

Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "Quarter" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- (b) quotes the relevant purchase order number allocated by the Grantor;
- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and

(e) is a valid Tax Invoice in accordance with GST Law.

The **Claim Form** must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program

Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
Project Report	1 st Report- 1 st August 2 nd Report-1 st November 3 rd Report-1 st February 4 th Report- 1 st May or 7 days from request	<ul style="list-style-type: none"> The progress of the Project and scheduling of works. Updated Expenditure forecasts during the term of the funding period. The management of the Funding (i.e. break down of expenditure of the Funding). Any changes to the authorised scope of the Project. Any significant changes to the nature, scope and cost of the activities conducted by the Council. Any operational matters requested from time to time by the Grantor for inclusion in the Project Report. Use Template as per https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program
Completion Report	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> Use Template as per https://www.dit.sa.gov.au/towardszerotogether/building_safer_roads/black_spot_program
Financial Statements (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p>Standard: If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p> <p>(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)</p>

7. SPECIAL CONDITIONS

- 7.1 The Transport Strategy and Network Planning Directorate will contact Council for a commencement meeting or other meetings as required.

SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)**1. APPLICATION OF THIS SCHEDULE 2**

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

2. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

3. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD

3.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

3.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
 - (i) the Department's requirements as per the DIT Master Specification available at [Works on Roads by Other Organisations - Department for Infrastructure and Transport - South Australia](#);
and
 - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,
unless a variation is first agreed in writing by the Commissioner;

- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;
 - (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
 - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
 - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
 - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
 - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
 - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:
http://www.dit.sa.gov.au/contractor_documents (intellectual property in the plans and drawings vests in the Commissioner).
- 3.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

STAFF REPORTS

Matters for Information

15.4 BUDGET UPDATE REPORT

Responsible Executive Manager : Sam Green

Report Author : Trisca Price

Delegated Authority : Matters for Information

Attachments : 1 [↓](#). Budget Update Report

Purpose

To inform Council on the organisation's financial performance to the end of October 2023.

STAFF RECOMMENDATION

Council notes the Budget Update report for the period ending 31 October 2023.

RELEVANCE TO STRATEGIC PLAN

This item ensures we meet our legislative requirements under the *Local Government (Financial Management) Regulations 2011* and Section 123 (13) of the *Local Government Act 1999*. It also provides transparent financial reporting to our community by illustrating how our Finance Strategy is achieving long term financial sustainability.

RELEVANCE TO COMMUNITY ENGAGEMENT POLICY

There is no requirement to consult the public on this matter.

BACKGROUND

Council has responsibility under the *Local Government Financial Management Regulations 2011* and Section 123(13) of the *Local Government Act 1999* to consider financial reports on the Council's financial performance and budget position.

CURRENT SITUATION

Budget Position

A Revised Budget was adopted by Council on 24 October 2023 following the First Budget Review. There was an increase of \$2.2M to the overall operating surplus to \$10.0M, with a Structural Surplus increase of \$0.6M to \$2.1M. Favourable movements included increased Federal Assistance Grant allocation for 2023/24, increased grant funding for Supplementary Local Roads (SLR) and Special Local Roads (Kinkaid), and savings in interest costs. These were offset by increased operating costs associated with approved capital costs and other minor expenses not included in the Annual Business Plan.

The table below summarises the impact of budget review:

Operating Position 2023/24	Operating \$000's (Unfav)/Fav	Structural \$000's
Original Budget	7,805	1,462
Grant Funding (Financial Assistance Grant)	888	888
Grant Funding (Supplementary Local Rd)	688	-
Grant Funding (Special Local Rd)	930	-
Additional operating costs associated with increased capital	(224)	(224)
Other minor changes	(65)	(65)
Total Value of Changes	2,217	599
Revised Budget Surplus	10,022	2,061

The Net Capital budget increased in the First Budget Review by \$17M to \$63.3M as detailed in the table below.

Capital Budget 2023/24	Revenue \$000's	Expense \$000's	Net Capital \$000's
Original Budget	15,961	62,224	46,263
Approved Projects via Resolution	-	2,295	2,295
Realignment of project budgets	4,135	14,279	10,144
New Grant Funded Projects	70	1,000	930
Additional Scope	-	179	179
Additional budget request on existing projects	-	5,386	5,386
Projects not being delivered	-	(1,928)	(1,928)
Other Minor Project variations	-	42	42
Total Value of Changes	4,205	21,253	17,048
Revised Capital Budget	20,166	83,477	63,311

Operating Position

Year to Date

The result as at 31 October 2023 is an operating surplus of \$2.5M compared with a budgeted surplus of \$2.5M.

The structural surplus result of \$0.3M compares with a budgeted structural surplus of \$0.2M. The structural surplus excludes the one-off operating grants/contributions which will fund future infrastructure projects and other one-off non recurrent items.

Full Year Forecast

As at 31 October 2023, the forecast is an operating deficit of \$5.4M compared with a budgeted operating surplus of \$10M, unfavourable by \$15.4M and structural deficit of \$12.9M compared with a budgeted structural surplus of \$2.1M. This largely reflects the reduced forecasted FA Grant's income due to brought forward payment of \$15.3M (93% of the 2023/24 allocation) last financial year.

Capital Position

The full year net capital forecast of \$47.2M is \$16.1M less than the net capital budget of \$63.3M.

This reflects a retiming of capital expenditure due to multiyear projects that will be carried out as they continue into 2024/25.

Further detail in relation to this Budget Update Report can be found in Attachment 1.

Debt Position

On 27 June 2023 Council adopted the 2023/24 Annual Business Plan and Budget and approved in accordance with Section 134 of the *Local Government Act 1999*, a maximum debt facility of \$150 million. No change was made to the approved facility as part of Budget Review1.

Actual borrowings at 31 October 2023 were \$91.8 million, well below the approved maximum debt facility.

FUTURE ACTION

Further updates to be provided on a monthly basis.

Budget Update Report

October 2023

YTD Result as at October 2023

The table below shows the year to date position for income and expense with a year to date net Surplus of \$0.3M (excluding non-structural items) which is favourable to YTD Budget by \$0.1M.

	YTD Actual \$'000	YTD Budget \$'000	Variance Fav/(Unfav) \$'000	%	Explanation of variance where considered material
Income					
RATES REVENUES	34,003	33,937	66	0%	
STATUTORY CHARGES	1,436	1,316	120	9%	Additional Planning Services revenue
USER CHARGES	1,710	1,363	347	25%	Additional Internal ASR water revenue
INVESTMENT INCOME	32	16	16	100%	Additional interest income due to higher interest rates
REIMBURSEMENTS	290	143	147	103%	Additional Aquadome and tree services reimbursements
OTHER INCOME	208	168	40	24%	Additional sponsorship and LGFA bonus
GRANTS, SUBSIDIES, CONTRIBUTIONS	4,136	3,973	163	4%	Additional grants and developer contributions
Total Income	41,815	40,916	899	2%	
Expense					
EMPLOYEE COSTS	13,889	13,818	(71)	(1%)	
MATERIALS CONTRACTS OTHER EXPENSES	14,755	13,580	(1,175)	(9%)	Cost pressures in electricity with additional legal costs and increased Internal ASR water expense
FINANCE COSTS	1,224	1,377	153	11%	Lower debt balance
DEPRECIATION, AMORTISATION & IMPAIRMENT	9,485	9,640	155	2%	
Total Expense	39,353	38,415	(938)	(2%)	
Net Surplus/(Deficit)	2,462	2,501	(39)		
Non-Structural Items ¹	2,182	2,280	(98)		
Net Structural Surplus/(Deficit)	280	221	59		

Notes:

1. Developer contributions, operating grants used for capital projects, reserves & one off investment decisions not part of recurrent base budget or for future use on infrastructure projects

Budget Update Report

October 2023

Full Year Forecast Result as at October 2023

The table below shows the full year forecasted result for income and expense with a net Deficit of \$12.9M (excluding non-structural items) which is unfavourable to Budget by \$15.0M.

	Full Year Forecast \$'000	Full Year Budget \$'000	Variance Fav/(Unfav) \$'000	%	Explanation of variance where considered material
Income					
RATES REVENUES	102,113	102,004	109	0%	
STATUTORY CHARGES	3,016	2,888	128	4%	Additional application fees and Section 7 Searches
USER CHARGES	6,437	6,047	390	6%	Additional Internal ASR water revenue
INVESTMENT INCOME	74	52	22	42%	Additional interest income due to higher interest rates
REIMBURSEMENTS	782	637	145	23%	Additional Aquadome and tree services reimbursements
OTHER INCOME	222	177	45	25%	Increase in sponsorship income for Social Inclusion event and Defence Day event
GRANTS, SUBSIDIES, CONTRIBUTIONS	13,694	30,156	(16,462)	(55%)	Financial assistance grants prepaid in 2022-23, part LRCI grant to be claimed in FY24 offset by higher developer contributions and additional grants
Total Income	126,338	141,961	(15,623)	(11%)	
Expense					
EMPLOYEE COSTS	47,252	47,785	533	1%	
MATERIALS CONTRACTS OTHER EXPENSES	48,754	48,181	(573)	(1%)	Cost pressures in electricity with additional legal costs and increased Internal ASR water expense offset by operating costs associated with delayed capital spend.
FINANCE COSTS	4,616	4,793	177	4%	
DEPRECIATION, AMORTISATION & IMPAIRMENT	30,524	30,595	71	0%	
NET LOSS- JOINT VENTURES & ASSOCIATES	585	585	-	0%	
Total Expense	131,731	131,939	208	0%	
Net Surplus/(Deficit)	(5,393)	10,022	(15,415)		
Non-Structural Items ¹	7,498	7,961	(463)		
Net Structural Surplus/(Deficit)	(12,891)	2,061	(14,952)		
For comparative purposes only					
Adjustment for advance payment of FA Grants	15,345		15,345		
Adjusted Net Structural Surplus/(Deficit)	2,454	2,061	393		

Notes:

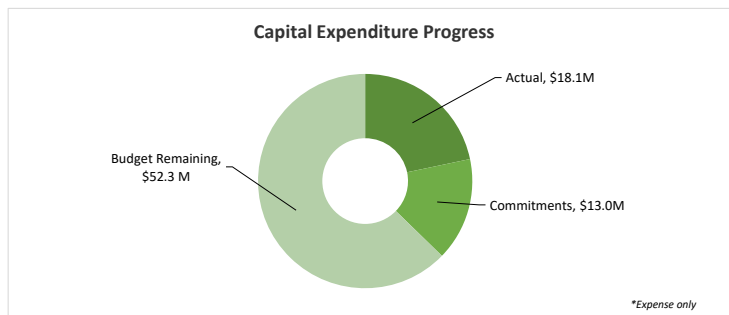
1. Developer contributions, operating grants used for capital projects, reserves & one off investment decisions not part of recurrent base budget or for future use on infrastructure projects

Capital Full Year Movement (2023-2024)

The table below shows the full year forecasted net capital expenditure of \$47.2M which is less than Budget by \$16.1M.

	Full Year Forecast	Full Year Budget	Variance Less/ (Greater)	Explanation of variance where considered material
Revenue	(5,401)	(20,166)	14,765	Grants deferred until construction for Park Road Drainage, McGilp Reserve Redevelopment, Virgo St Reserve and Barrow St Reserve Upgrades, Munno Para Sportsground Stage 1, Kalara Reserve Upgrades, Argana Park Shared Change Facilities, Blackspot Stebonheath/Dalkeith Rd Intersection, Blakes Crossing LATM, Curtis Rd/Frisby Rd Intersection Upgrade and Argana Park Oval Lighting.
Expenses	52,626	83,477	30,851	Deferred construction for above projects as well as deferred works in AMP buildings and delay in delivery of AMP Fleet vehicles.
Total Net Capital Expenditure	47,225	63,311	16,086	

	Full Year Forecast \$'000	Full Year Budget \$'000	Variance Less/ (Greater) \$'000	Explanation of variance where considered material
Buildings	1,491	2,210	719	Deferral of ATCO Transportable renewal.
Fleet	3,861	4,972	1,111	Delay in delivery of vehicles offset by plant being bought forward.
IT	1,175	1,213	38	
Northern CBD	357	1,451	1,094	NCBD development costs incurred in FY25.
Other	3,003	5,050	2,047	Development costs under negotiation with developers.
Playford Alive	882	885	3	
Parks	4,577	8,739	4,162	McGilp Reserve Redevelopment, Kalara Reserve-Andrews Farm Soccer Upgrades, Argana Park - Shared Change Facilities in design stage.
Stormwater	771	1,711	940	Park Rd Drainage construction in FY25.
Streetscapes	9,422	10,311	889	AMP Streetscape currently being scoped.
Transport	21,292	26,375	5,083	Argana Park - Car Parking and Munno Para Sportsground Stage 1 in design stage
Wetlands	394	394	-	
Total Net Capital Expenditure	47,225	63,311	16,086	

Capital Expenditure Progress as at October

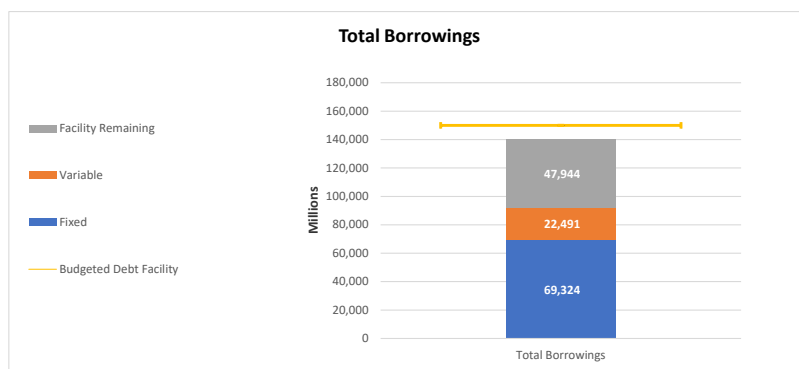
Borrowings/Investment Summary (2023/2024)**Debt Mix:**

As at October 2023 the balance of Council's short-term investments is \$0.3M.

Council's total borrowings as at the end of October 2023 are \$91.8M, comprising \$69.3M in fixed rate borrowings and \$22.5M of variable rate borrowings; total facilities accumulate to \$139.8M.

Total borrowings, net of repayments, have increased \$8.3M from \$83.5M the prior month. This is consistent with Council's capital spend timing and receipts.

The LTFP has a budgeted debt facility of \$150.0M based on the assumption of full delivery of capital programs and an allowance for Treasury cash flow management. These borrowings fall within the approved budget, Council's adopted financial indicators and the LTFP. Forecasted Debt as at 30 June 2024 is \$112.1M.

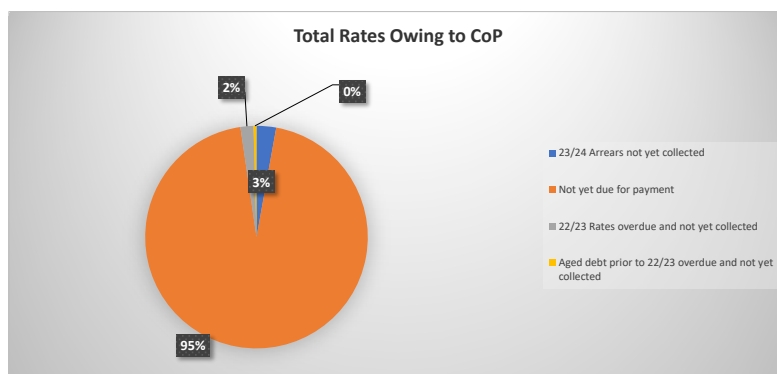
**Rates Recovery:**

Rates recovery has a direct impact on positive cash flow which then correlates to borrowings. By maximising cashflows, less borrowings are required to fund operational expenditure.

Total rates owing of \$65.9M (62.4%) as at October 2023 reflects a decrease of 1.4% compared to October 2022.

6.5% of ratepayers are proactively utilising Council's bill smoothing options including direct debit and centrepay.

0.5% of councils ratepayers have arrangements in place under councils hardship policy.



Reserves

The reserves are a collation of developer contributions received over a number of periods and are managed as a cash offset against our debt. Under legislation we are required to apply interest income to the balance in reserves using the RBA average cash rate.

The forecasted balance of reserves as at 30 June 2024 is \$14.8M.

Below is a summary of the forecasted contributions, expenditure and estimated interest as at October 2023.

Reserve	Opening Balance	Forecasted Developer Contributions & State Govt Grants	Forecasted Expenditure	Estimated Interest	Forecasted Closing balance
	\$'000	\$'000	\$'000	\$'000	23/24
Open Space Reserve	9,563	2,013	(4,427)	297	7,446
Stormwater Infrastructure Deed - Virginia	(157)	59	(146)	(10)	(254)
Stormwater Infrastructure Deed - Angle Vale	505	1,691	(2)	91	2,285
Stormwater Infrastructure Deed - Playford North Extension	(609)	-	-	(25)	(634)
Social Infrastructure Deed - Virginia	159	44	-	8	211
Social Infrastructure Deed - Angle Vale	1,493	241	-	72	1,806
Social Infrastructure Deed - PNE	379	194	-	24	597
Supplementary Local Roads	2,721	688	(1,790)	67	1,686
Playford Alive Initiative Fund	147	208	(87)	11	279
Urban fund tree	23	4	-	1	28
Gawler Rail Vegetation Offset	232	-	(87)	6	151
Other one-off Reserves	1,485	-	(376)	46	1,155
	15,941	5,142	(6,915)	588	14,756

Financial Indicators

Financial sustainability is achieved when Council can deliver the services it provides to the community at an agreed and consistent standard across a long period, without the need for significant rate increases or significant service reductions, whilst maintaining inter-generational equity.

Financial sustainability enables Council to:

- Deliver and maintain intergenerational equity
- Maintain a solid and healthy financial position
- Maintain a degree of stability and predictability for future rate increases
- Manage its debt levels

Council has six financial indicators used to measure its financial sustainability.

Financial Indicator	Explanation	Target	Forecast	Adjusted Forecast	Budget	Points to note on indicators outside of target range
Operating Surplus Ratio	Gives an indication of Councils ability to service its operations from expected income, while maintaining long term financial sustainability.	Between 1% and 10%	✗ -4.3%	✓ 7.0%	✓ 7.1%	Adjusted for prepayment of 23/24 FA Grants in 22/23 and part LRCI grant to be claimed in FY24
Structural Surplus Ratio	Operating Surplus Ratio excluding one off grants, contributions, reserves and investments	Between 1% and 4%	✗ -10.8%	✓ 1.7%	✓ 1.5%	Adjusted for prepayment of 23/24 FA Grants in 22/23
Cash Flow from Operations Ratio*	Measures whether Council is generating enough cash from its operations to cover the replacement of assets over time.	Between 90% and 110%	✗ 42.8%	✓ 105.2%	✓ 105.2%	Adjusted for prepayment of 23/24 FA Grants in 22/23
Asset Renewal Funding Ratio	Shows whether or not Council is replacing assets at the rate as required in the Asset Management Plan.	Between 90% and 110%	✗ 148.6%	✗ 148.6%	✗ 172.9%	Above target as a result of deferred AMP Program from 2022/23 carried over to 2023/24
Net Financial Liabilities Ratio**	Shows the extent to which Council is managing its debt.	Between 50% and 160%	✓ 72.9%	✓ 65.0%	✓ 84.3%	
Interest Expense Ratio	Shows how much discretionary income is used to pay interest on borrowings	Between 4% and 8%	✓ 4.5%	✓ 4.5%	✓ 4.7%	

*Note that the Cashflow from Operation Ratio Forecast is only updated at BR1, Mid Year, BR2

**Note that forecast for Net Financial Liabilities Ratio is based on current period balance

Adjusted Forecast corrects the distortion created due to accounting treatment of the advance payment of FA Grants allocation, and creates a more accurate basis for comparison.