



AGENDA

FOR POLICY AND PLANNING COMMITTEE MEETING TO BE HELD ON

21 AUGUST 2017 AT 6:30 PM

IN THE COUNCIL CHAMBER, 12 JAMES STREET, SALISBURY

MEMBERS

Cr D Pilkington (Chairman)
Mayor G Aldridge
Cr D Balaza
Cr S Bedford
Cr B Brug
Cr D Bryant
Cr C Buchanan
Cr G Caruso
Cr L Caruso
Cr E Gill
Cr R Cook
Cr S Reardon
Cr D Proleta
Cr G Reynolds
Cr J Woodman (Deputy Chairman)
Cr R Zahra

REQUIRED STAFF

Chief Executive Officer, Mr J Harry
General Manager Business Excellence, Mr C Mansueto
General Manager City Development, Mr T Sutcliffe
General Manager City Infrastructure, Mr M van der Pennen
General Manager Community Development, Ms P Webb
Manager Governance, Ms T Norman
Manager Communications and Customer Relations, Mr M Bennington
Team Leader Corporate Communications, Mr C Treloar
Governance Support Officer, Ms K Boyd

APOLOGIES

Apologies have been received from Cr D Bryant and Cr R Cook.

LEAVE OF ABSENCE

PRESENTATION OF MINUTES

Presentation of the Minutes of the Policy and Planning Committee Meeting held on 17 July 2017.

Presentation of the Minutes of the Confidential Policy and Planning Committee Meeting held on 17 July 2017.

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OTHER BUSINESS

CLOSE



**MINUTES OF POLICY AND PLANNING COMMITTEE MEETING HELD IN THE
COUNCIL CHAMBER, 12 JAMES STREET, SALISBURY ON**

17 JULY 2017

MEMBERS PRESENT

Cr D Pilkington (Chairman)
Mayor G Aldridge
Cr D Balaza
Cr S Bedford
Cr B Brug
Cr C Buchanan
Cr G Caruso
Cr L Caruso
Cr E Gill
Cr R Cook
Cr S Reardon
Cr D Proleta
Cr G Reynolds
Cr J Woodman (Deputy Chairman)
Cr R Zahra

STAFF

Chief Executive Officer, Mr J Harry
General Manager Business Excellence, Mr C Mansueto
General Manager City Development, Mr T Sutcliffe
General Manager City Infrastructure, Mr M van der Pennen
General Manager Community Development, Ms P Webb
Manager Governance, Ms T Norman
Manager Communications and Customer Relations, Mr M Bennington
Governance Support Officer, Ms K Boyd

The meeting commenced at 6:30 pm.

The Chairman welcomed the members, staff and the gallery to the meeting.

APOLOGIES

Apologies were received from Cr D Bryant and Cr S White.

LEAVE OF ABSENCE

Nil

PRESENTATION OF MINUTES

Moved Cr S Reardon
Seconded Cr R Zahra

The Minutes of the Policy and Planning Committee Meeting held on 19 June 2017, be taken and read as confirmed.

CARRIED

REPORTS

Administration

1.0.1 Future Reports for the Policy and Planning Committee

Moved Cr L Caruso
Seconded Cr R Zahra

1. The information be received.

CARRIED

1.0.2 Minutes of the Tourism and Visitor Sub Committee meeting held on Tuesday 11 July 2017

1.0.2-TVSC1 Appointment of Deputy Chairman - Tourism and Visitor Sub Committee

Moved Cr J Woodman
Seconded Cr S Reardon

1. David Stockbridge be appointed as Deputy Chairman of the Tourism and Visitor Sub Committee for the remainder of the current Council term, commencing 01/08/2017.

CARRIED

1.0.2-TVSC2 Recreational Vehicle Sites in the City of Salisbury

Cr D Balaza declared a material conflict of interest on the basis of being a member of the Board of the Salisbury Business Association. Cr D Balaza left the meeting at 06:32 pm.

Cr E Gill sought leave of the meeting to speak for a second time and leave was granted.

Moved Cr J Woodman
Seconded Cr S Reardon

1. That Pioneer Park is endorsed for further investigation as a location for a Recreational Vehicle (RV) site in proximity to the Salisbury City Centre.
2. That investigations be undertaken to identify the cost of installing and maintaining signage and infrastructure to comply with the requirements of the RV Friendly Destination program, a more robust understanding of the impact on the St Kilda facility and commercial operators, and ongoing management and maintenance requirements, compared with the benefits of and demand for such a facility in Salisbury City Centre.
3. That a further report be brought back to Council detailing the outcome of those further investigations.

CARRIED

1.0.2-TVSC3 Tourism and Visitor Website and Marketing Materials Update

Moved Cr J Woodman
Seconded Cr S Reardon

1. That the information be received.

CARRIED

Cr D Balaza returned to the meeting at 06:36 pm.

Community Development

1.1.1. Response to Consultation about the SA Disability Inclusion Bill 2017

Cr J Woodman declared a perceived conflict of interest on the basis of her employment. Cr Woodman managed the conflict by remaining in the meeting but not voting on the item.

Moved Mayor G Aldridge
Seconded Cr E Gill

1. That the information be noted.

CARRIED

*The majority of members present voted IN FAVOUR of the MOTION.
Cr J Woodman DID NOT VOTE on the MOTION.*

1.1.2 Mobara Educational Exchange Program and Mobara Delegation 2017

Moved Cr L Caruso
Seconded Cr E Gill

1. The information is received and noted.
2. Note that a farewell Ceremony for the students will be held Wednesday 9th August 2017 at 6pm in the John Harvey Gallery.

CARRIED**1.1.3 Minutes of the Strategic and International Partnerships Sub Committee meeting held on Tuesday 4 July 2017****1.1.3-SIPSC1 Visit to Linyi**

Moved Cr E Gill
Seconded Cr R Zahra

1. That the invitation from the City of Linyi to visit the China (Linyi) International Trade and Logistics Fair in September 2017 be declined and a letter of response is sent from the Mayor.
2. That Council aim to lead a delegation to Linyi in 2018-19 subject to:
 - the progression of current discussions with the China Council for Promotion of International Trade regarding the development of a platform for local firms to enter China through the IMC Bonded Area
 - establishing the level of business take-up of Council's international trade program; and
 - identification of the opportunities for an expanded civic relationship to support the current economic development focus of the Salisbury/Linyi Friendship City Agreement.

CARRIED

Economic Development

1.2.1 2017 South Australian State Budget

Moved Cr R Zahra
Seconded Mayor G Aldridge

1. That the information be received.

CARRIED

Urban Development

1.3.1 Parliamentary Inquiry Submission - Regulation of Parking and Traffic Movement in South Australia

Moved Cr R Zahra
Seconded Cr E Gill

1. The report be received.
2. The submission to the Inquiry into the Regulation of Parking and Traffic Movement in South Australia, as set out in Attachment 1 (Item No. 1.3.1, Policy and Planning Committee 17/07/2017) be endorsed and finalisation of the letter be delegated to General Manager, City Development for submission by 21 July 2017, noting the submission date is prior to consideration of the matter by Council.

CARRIED

1.3.2 Planning Reform, draft Residential Design Guidelines and 30-Year Plan for Greater Adelaide - 2017 Update

Moved Cr L Caruso
Seconded Cr J Woodman

1. The report be received.
2. The submission letter to the Government Architect in response to the draft Residential Design Guidelines Volume 1 (attachment 2) to this report (Item No. 1.3.2, Policy and Planning Committee, 17/07/2017) be endorsed and finalisation of the letter be delegated to General Manager City Development for submission by the 25 July 2017.

CARRIED

Corporate Plans

1.7.1 Salisbury City Centre Renewal - Communications and Marketing Strategy and Brand

Moved Cr R Zahra
Seconded Cr L Caruso

1. That the information be received.
2. That a workshop be conducted with Elected Members to discuss further tagline options for the City Centre renewal project.

CARRIED

OTHER BUSINESS

Nil

CONFIDENTIAL ITEMS

1.10.1 Salisbury Community Hub - Section 48 Prudential Report

Pursuant to resolution 1950 of 24/07/2017, item 1.10.1 is now public, effective 28/07/2017

Moved Cr R Cook

Seconded Cr J Woodman

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) and (d)(i) and (d)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:
 - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
 - *information the disclosure of which would, on balance, be contrary to the public interest; and*
 - *commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and*
 - *commercial information of a confidential nature (not being a trade secret) the disclosure of which would, on balance, be contrary to the public interest.**
2. *In weighing up the factors related to disclosure,
 - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
 - *Report contains information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom Council is conducting, or proposing to conduct, business, or to prejudice the commercial position of Council.*

*On that basis the public's interest is best served by not disclosing the **Salisbury Community Hub - Section 48 Prudential Report** item and discussion at this point in time.**
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

CARRIED

The meeting moved into confidence at 6:41 pm.

The meeting moved out of confidence at 6:47 pm.

1.10.2(a) Salisbury Community Hub - Concept Design Report

Pursuant to resolution 1951 of 24/07/2017, item 1.10.2(a) is now public, effective 28/07/2017

Moved Cr R Zahra

Seconded Cr R Cook

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) and (d)(i) and (d)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:

 - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
 - *information the disclosure of which would, on balance, be contrary to the public interest; and*
 - *commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and*
 - *commercial information of a confidential nature (not being a trade secret) the disclosure of which would, on balance, be contrary to the public interest.**
2. *In weighing up the factors related to disclosure,*
 - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
 - *Report contains information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom Council is conducting, or proposing to conduct, business, or to prejudice the commercial position of Council.*

*On that basis the public's interest is best served by not disclosing the **Salisbury Community Hub - Concept Design Report** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

CARRIED

The meeting moved into confidence at 6:47 pm.

The meeting moved out of confidence at 6:54 pm.

1.10.2(b) Salisbury Community Hub - Concept Design Report

Pursuant to resolution 1952 of 24/07/2017, item 1.10.2(b) is now public, effective 28/07/2017

Moved Cr R Cook

Seconded Cr J Woodman

1. *Pursuant to Section 90(2) and (3)(b)(i) and (b)(ii) and (d)(i) and (d)(ii) of the Local Government Act 1999, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:*
 - *it relates to information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and*
 - *information the disclosure of which would, on balance, be contrary to the public interest; and*
 - *commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and*
 - *commercial information of a confidential nature (not being a trade secret) the disclosure of which would, on balance, be contrary to the public interest.*
2. *In weighing up the factors related to disclosure,*
 - *disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations*
 - *Report contains information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom Council is conducting, or proposing to conduct, business, or to prejudice the commercial position of Council.*

*On that basis the public's interest is best served by not disclosing the **Salisbury Community Hub - Concept Design Report** item and discussion at this point in time.*
3. *Pursuant to Section 90(2) of the Local Government Act 1999 it is recommended the Council orders that all members of the public, except staff of the City of Salisbury on duty in attendance, be excluded from attendance at the meeting for this Agenda Item.*

CARRIED

The meeting moved into confidence at 7:03 pm.

The meeting moved out of confidence and closed at 8:16 pm.

CHAIRMAN.....

DATE.....

ITEM	1.0.1
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Future Reports for the Policy and Planning Committee
AUTHOR	Joy Rowett, Governance Coordinator, CEO and Governance
CITY PLAN LINKS	4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	This item details reports to be presented to the Policy and Planning Committee as a result of a previous Council resolution. If reports have been deferred to a subsequent month, this will be indicated, along with a reason for the deferral.

RECOMMENDATION

1. The information be received.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 Historically, a list of resolutions requiring a future report to Council has been presented to each committee for noting.

2. CONSULTATION / COMMUNICATION

- 2.1 Internal
 - 2.1.1 Report authors and General Managers.
- 2.2 External
 - 2.2.1 Nil.

3. REPORT

3.1 The following table outlines the reports to be presented to the Policy and Planning Committee as a result of a Council resolution:

Meeting Item	- Heading and Resolution	Officer
29/03/2016 NOM3 Due:	Tourism and Visitor Sub Committee Establishment 6. The Tourism and Visitor Sub Committee be reviewed after 12 months. September 2017	Michael Bennington
26/04/2016 1.1.1 Due:	Review of the Twelve25 Advisory Group 1. The Twelve25 Youth Advisory Group continue with a further review to be conducted in February 2017. October 2017	Rick Henke
26/04/2016 GB1 Due: Deferred to: Reason:	Mawson Lakes DPA - requirements to receive approval from Minister for Planning 3. That a further report be provided to Council in relation to the proposed Mawson Lakes DPA Part 2 for consideration of the proposed amendments following consideration of appropriate policy content and further discussions with the Department for Planning Transport and Infrastructure. August 2017 November 2017 DPTI consideration of open space zone realignment and council land development potential is required. Policy modules are being adapted for the Mary/ Dan Street area.	Peter Jansen
19/12/2016 1.3.1 Due:	Rural (Aircraft Noise) Direk Industry and Residential Interface Development Plan Amendment update 4. That a further report be provided to Council on the outcomes of the Rural (Aircraft Noise) Direk Industry and Residential Interface Development Plan Amendment public consultation process upon conclusion of the consultation period. September 2017	Peter Jansen
19/12/2016 P&P-OB1 Due:	RAAF AP-3C Tailfin for Purposes of Display That staff prepare a report working with Salisbury RSL to obtain an AP-3C Tailfin from RAAF for purposes of display within the Salisbury Council area, potentially as part of the Salisbury Oval Precinct upgrade. June 2018	Adam Trottman

27/03/2017 NOM2	Community Street Art Program As part of the City Pride Agenda, staff bring back a report exploring options for the commencement of a Community Street Art Program, with a view to installing locally created artwork by youth members of the community at various locations throughout the City including, but not limited to, smaller suburban shopping centres and Council facilities such as Community Centres and Recreation Centres.	Adam Trottman
Due:	January 2018	
24/04/2017 1.3.1	Salisbury, Mawson Lakes and Ingle Farm Car Parking Review Salisbury City Centre Study Area: (d) Retain the current exemption from car park contribution for small business with a further review in two years.	Peter Jansen
Due:	June 2019	
24/04/2017 1.3.1	Salisbury, Mawson Lakes and Ingle Farm Car Parking Review Mawson Lakes Study Area: (ii) Subject to a further Council report a trial of electronic parking controls in Euston Walk and Metro Parade to assist in utilisation and turnover of parking spaces adjacent the Mawson Lakes interchange.	Peter Jansen
Due:	December 2017	
24/04/2017 1.3.2	Privately Funded Development Plan Amendments Policy Review 2. That a review of the Privately Funded Development Plan Amendment Policy be conducted when relevant details of the Planning Reforms under the Planning, Development and Infrastructure Act are known.	Peter Jansen
Due:	October 2017	
26/06/2017 1.1.2- SIPSC1	Policy and Guidelines to Inform Assessment of Future Sister City Relationships Requests 3. A further report be submitted with options for Sister Cities including minor amendments, a budget plan, two way invitation and linkage with other grants programs.	Julie Douglas
Due:	September 2017	
26/06/2017 1.1.2- SIPSC3	International Staff Exchange Programme with the Cities of Mobarra and Linyi 2. That a further report be prepared providing an outline of the potential risks, benefits, cost and procedures associated with the development of a staff exchange programme with the Cities of Mobarra and Linyi.	Gail Page
Due:	September 2017	

24/07/2017	Recreational Vehicle Sites in the City of Salisbury	Dylan Grieve
1.0.2- TVSC2	3. That a further report be brought back to Council detailing the outcome of those further investigations.	
Due:	October 2017	

4. CONCLUSION / PROPOSAL

- 4.1 Future reports for the Policy and Planning Committee have been reviewed and are presented to Council for noting.

CO-ORDINATION

Officer: EXEC GROUP

Date: 14.08.17

ITEM	1.1.1
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Australia Day 2018 - Options for the Future Management of the Australia Day Event - Pippa Webb
AUTHOR	Pippa Webb, General Manager Community Development, Community Development
CITY PLAN LINKS	3.2 Have interesting places where people want to be. 4.1 Strengthen partnerships that enable us to better address our community's priorities. 3.4 Be a proud, accessible and welcoming community.
SUMMARY	One of Salisbury's largest events – the Australia Day Family Picnic – is held each year at Carisbrooke Park (Opposite Old Spot Hotel on Main North Road) on 26 January. Staff had been negotiating a Partnership Agreement for 2018 event, and the negotiations with Rotary regarding the resourcing of the event require Council direction regarding the future direction of the funding of the event. In July Rotary notified the CEO that they are unable to manage the event in 2018. This report proposes how the City of Salisbury would manage the 2018 event.

RECOMMENDATION

1. That a non-discretionary budget bid of \$35,000 to deliver Australia Day celebrations in January 2018 be endorsed, with staff authorised to progress this work from the date of this resolution.
2. That a Strategic Advisory Board be established to provide operational advice on the scale and scope of the Australia Day January 2018 event in line with the evaluation findings contained in section 4.2 of this report (Item No. 1.1.1, Policy and Planning Committee, 21/08/2017) and budget.
3. That the Australia Day January 2018 Strategic Advisory Board be comprised of representatives from the Rotary Club of Salisbury, other service clubs, business and community groups.
4. That two (2) Council representatives be appointed to the Australia Day January 2018 Strategic Advisory Board being Mayor Gillian Aldridge and Cr _____.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Rotary Club of Salisbury SA Inc. Advice Regarding Australia Day Family BBQ and Picnic 2018
2. Rotary Club of Salisbury SA Inc. Joint Statement – Australia Day 2018

1. BACKGROUND

- 1.1 The City of Salisbury and Rotary Club of Salisbury have a long history of planning and delivering a family day picnic on Australia Day. Rotary have been provided with financial support to manage the event in addition to in-kind support through Council and a vast array of community members and businesses. Rotary Club of Salisbury has delivered a consistently high quality event, and is highly regarded by the Salisbury community for their delivery of what is a preeminent event for the City of Salisbury.
- 1.2 This event is a key for the City of Salisbury attracting over 6,000 people, and providing a fun family experience on a day which brings people from all walks of life together to experience what it means to be an Australian. The Australia Day Family Picnic is one of Salisbury's largest events and is held each year at Carisbrooke Park (opposite Old Sport Hotel on Main North Road) on 26 January.
- 1.3 Last year (2016) the two organisations entered into a Memorandum of Understanding (MOU) for the running of the event in 2017. The MOU between the Rotary Club of Salisbury and the City of Salisbury was designed to ensure clarity regarding roles and ensure the smooth running of the event. Council budgeted and provided \$15,000 to Rotary to manage the event.
- 1.4 By June 2017, a review of the 2017 event and the development of a partnership agreement for the 2018 event was well underway with both parties, via their nominated agents, reaching agreement. With both parties in agreement, the draft Partnership Agreement was provided to the Board of Salisbury Rotary for endorsement, in addition to an agreed Sponsorship prospectus.
- 1.5 Subsequent to a meeting of the Rotary Board, the following resolution was provided to Council staff from Board Meeting minutes on the 26th of May 2017:
 - Australia Day – Partnership Agreement – The following amendments were proposed for the President to raise at next meeting with Council:
 - Cost of the marquee has increased over time but Council has not indexed their funding. Change to \$4500 to include cost increases over past five years and agree to index by CPI each year going forward.
 - The \$10,000 sponsorship should also be indexed annually by CPI beyond this year
 - Critical to double the current number of Council staff in the MOU and clarify these are not volunteers (because it is the staff skill set, Workcover cover, access to vehicles). This is critical to follow through on agreement with club members of more help.
 - City of Salisbury to provide the event photographer for future (reduces rotary costs and they use over 50% of the benefit).
- 1.6 The City of Salisbury staff assessed these requests and concluded that these were reasonable and had prepared a report for council consideration in order to finalise the partnership agreement.
- 1.7 On the July 19th 2017 a letter arrived from the new President to the CEO which can be found in Attachment 1. Rotary indicated that they were no longer able to manage the event due to the size, scale and risk it presented to their organization of 35 members.

1.8 At its meeting held 24 July 2017, Council resolved:

1. *That Council reinforces its intent to be a sponsor and commitment to work with Salisbury Rotary if possible for the 2018 Australia Day Celebration.*
2. *That the CEO and Mayor meet with Rotary representatives as soon as possible to reinforce City of Salisbury's commitment to working to deliver a 2018 Australia Day Celebration.*

Resolution Number 1944/2017

1.9 Subsequently a meeting of the CEO, Mayor and Salisbury Rotary developed a joint statement regarding the future of the Australia Day event. This statement is contained in Attachment 2.

2. CONSULTATION / COMMUNICATION

2.1 Internal

- 2.1.1 Corporate Communications
- 2.1.2 Community Capacity and Learning
- 2.1.3 Community Planning and Vitality
- 2.1.4 City Infrastructure

2.2 External

- 2.2.1 Salisbury Rotary Club

3. REPORT

3.1 As the organising Committee have been working to improve, expand and provide more opportunities for the Community to participate in this event, it is important that Council is able to act to maintain the momentum created by the discussions and planning begun with Rotary. Given the importance of this event, and the decision of Rotary not to proceed with the event it is proposed that Council run the Australia Day event in 2018.

3.2 The withdrawal of Rotary provides Council with the opportunity to re-consider the structure of the day, taking into account the feedback from the evaluation regarding the following elements:

- Ensuring that the event appeals to a broad base of the community
- Greater involvement by local business
- The need to activate the whole area of Carisbrooke Park and;
- A desire to grow sponsorship of the event in difficult economic times.

3.3 Furthermore, it opens the possibility of a re-structured event to operationally improve the event. This could involve a move some civic elements to other parts of the City for example a twilight Citizenship Ceremony in the Civic Square on Australia Day eve might be one consideration. Such a move may improve the participation of our multicultural on Australia day. Many who participate in the Citizenship Ceremony in the morning of Australia day, leave shortly afterwards to

participate in a parade in the City. Changing the timing and or moving the ceremony is not inconsistent with experiences of other South Australia Council who hold their Citizenship Ceremonies the day before Australia Day. Such operational changes could also benefit stimulation of the night time economy on the 25th within the City Centre.

- 3.4 The Australia Day event could be re-focused to be as large or as small as is required to allow for family based activities, including the opportunity for local sporting clubs, recreation centres and community based groups to participate. Local food businesses could be encouraged to provide food options and a headline music act provided to attract even more families.
- 3.5 The sizes and scale of the event could be considered in line with how families in particular participate on the day.
- 3.6 The hours of operation could also be reviewed, to be more aligned with times that typically attract greatest attendances by families at these types of events.
- 3.7 Breakfast would remain a key feature, with further food offerings and a chance for families to interact with a diverse range of activities on offer. This could include cooking demonstrations, celebrating our multicultural community, and locally based food vendors.
- 3.8 This revised approach would be consistent with the feedback and evaluation which took place regarding the event. The revised program, could also add to a new element for businesses, and facilitate a higher level of participation across the City, by leveraging Australia Day celebrations.

3.9 Governance structure

- 3.9.1 Rotary have been a key feature of the Australia Day event and have been integral to the events success for many years. In discussions they have indicated a willingness to assist with the event strategy, and advice regarding what works well and what could be improved.
- 3.9.2 It is proposed that a Strategic Advisory Board be established to provide input into the events key deliverables. The Strategic Board would be made up of the following:
 - City of Salisbury Rotary Club,
 - Service clubs,
 - Business representative,
 - Community representative,
 - The Mayor of the City of Salisbury and,
 - 1 Elected Member
- 3.9.3 The role of the Strategic Board would be to provide advice to administration on the direction of next event in terms of key contacts for sponsorship opportunities, how best to involve local business, advice on what will work, the elements of a revised format, suggested program elements and community contacts for involvement.

- 3.9.4 This approach ensures an inclusive well rounded approach to this event, building upon the past, around what is a pre-eminent Community event. Community members business and service clubs know what the community enjoy, and are a source of valuable insight into the format and elements which will enhance the event.
- 3.9.5 The scale of the event could be considered by the strategic board as a part of their role in considering the budget impact of activities, and in scoping the event.
- 3.9.6 This approach ensures that Rotary maintain a level of involvement, and transitions them in this year to be able to provide advisory support, as opposed to direct delivery, if they so desire.
- 3.9.7 The event delivery model could also be changed to a sustainable model, one that doesn't heavily rely on the good will of a team of volunteers. This would reduce the risk, and allow organisations to engage in the event which plays to their strengths, offering community based experiences, rather than physical person power to set up and deliver the event. This year this would most likely require an events company to be engaged to manage the delivery in collaboration with the Strategic Boards input and shaping.

3.10 Cost impact

- 3.10.1 A cost estimate has been developed based on the existing budgets and in-kind support as well as testing against market estimates. The full extent of the costs associated with running the events are somewhat difficult to estimate due to the voluntary nature of the contributions. Staff have however tested the estimate with an industry expert to provide a level of confidence that delivery could be undertaken for this investment. The estimate is in order of \$50,000.
- 3.10.2 This would require a non-discretionary budget bid which has of \$35,000 to provide the style of event as was discussed with Rotary during the last 3 months of discussions. The existing budget is \$15,000 would also be used to support the event. This was the contribution paid to Rotary to support the event.

4. SPONSORSHIP

- 4.1 Staff in collaboration with the Strategic Board would continue to pursue sponsorships for the event in order to off-set the costs. A sponsorship package along with a sponsorship target list has already been prepared, and can be deployed very quickly.
- 4.2 It should be noted that the Rotary Club of Salisbury had difficulty last year (2016) in securing the level of sponsorship required for the event and staff would anticipate that this may be difficult to achieve for the 2018 event, given current economic circumstances.

5. CONCLUSION / PROPOSAL

- 5.1 It is recommended that Council approve a non-discretionary budget bid of \$35,000 to enable staff to continue planning for Australia Day in 2018.
- 5.2 The City of Salisbury has much to gain from involving a broader range of expertise in Event management and specifically asking for advice from key partners. The Australia Day event is a good example of how such expanding partnerships can support and grow a popular event such as Australia Day.
- 5.3 Forming a Strategic Board with specific skills sets will provide insightful advice, contacts and support to re-shape the event and enable the community to have input in areas of their strength. The Board could also consider the scale of the event and the best activities to maximize the impact of the event within the budget.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/08/2017



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PO Box 8
SALISBURY SA 5108

Dear John,

Re: Australia Day Family BBQ & Picnic 2018

I am writing on behalf of the Board of the Rotary Club of Salisbury (our Club) in regards to the annual Australia Day Family BBQ & Picnic which has successfully been organised and delivered by our Club for the past eight years.

Our Board met on 18 July and with unanimous disappointment determined that our club will be unable to organise the event in 2018.

We felt it was of the upmost importance to advise the City of Salisbury (Council) as soon as possible of this decision.

After the 2017 event, members of our Club indicated that we could not continue to organise an event this size without a significant increase in financial and physical support from Council.

The pressure each year to secure approximately \$50, 000 in sponsorship; the financial risk to the Club should the event be cancelled due to unforeseeable factors such as inclement weather and the physical toll on our members to set up and pack up the event – which has grown in attendance and popularity every year – were simply too much for a small community organisation such as the Rotary Club of Salisbury to take full responsibility for.

We approached Council in February to discuss our concerns and despite genuinely positive negotiations, have still some five months later been unable to finalise the Memorandum of Understanding and secure the additional support from Council we required to proceed.

In previous years the organising committee for the event began meeting in March to secure the venue, book infrastructure, entertainment and secure the necessary financial sponsorships to make the event a success.

Due to the ongoing negotiations with Council around the Memorandum of Understanding, we have been unable to proceed with any of these tasks this year. We could not approach sponsors without a clear direction in regards to the name of the event and details around sponsorship opportunities and could not proceed with booking the necessary infrastructure and entertainment without a budget in place.

As a result, we currently have no financial sponsorships secured and have made no progress in securing key infrastructure for the event including the marquee, sound system, stage entertainment, rides or traffic management.

We will be shortly contacting our major event suppliers and other parties who have collaborated with us in the past to inform them of our decision.

Naturally our Club is deeply saddened by this outcome and ultimately the negative outcome for our community. However we can not with due diligence proceed at this late stage and deliver an event with the degree of quality the Salisbury community have come to expect, without the exposure of significant risk and hardship to our Club.

We would certainly welcome continuing working to secure the Memorandum of Understanding partnership arrangement with Council, with a view to again running an event in 2019.

Yours sincerely,



Celian Kidega
President
Rotary Club of Salisbury



28 JULY 2017

JOINT STATEMENT – AUSTRALIA DAY 2018

The Rotary Club of Salisbury – along with significant support from the City of Salisbury and the local business community – has successfully delivered the Salisbury Australia Day Family Picnic for almost a decade.

Both Rotary and the City of Salisbury have over the years contributed substantially to the running of this event and both organisations' representatives are committed to working together. Rotary has specifically offered to share its knowledge, experience, infrastructure and volunteers to ensure another successful event in 2018.

Rotary Club President Celian Kidega said "the event has outgrown the capacity of our Salisbury based not-for-profit club to continue to manage". "Even with the collaboration of the City of Salisbury, our many corporate sponsors and other community groups, the event has just become too large for us to take responsibility for on our own," he said.

Mayor Gillian Aldridge described the Australia Day event as "one of the largest and most popular family-friendly experiences on our annual calendar and attracts more than 5,000 people to Carisbrooke Park to celebrate what it means to be an Australian".

"Elected Members have reinforced their commitment to supporting Australia Day celebrations in Salisbury and Council and Rotary will be working together, along with others, to deliver the event in 2018," Mayor Aldridge said. "A report is expected to be presented to Council for consideration in August."

Ends

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SA 5108 Australia

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ITEM	1.1.2
	POLICY AND PLANNING COMMITTEE
HEADING	Minutes of the Youth Council Sub Committee meeting held on Tuesday 8 August 2017
AUTHOR	Bronwyn Hatswell, PA to General Manager, Community Development
CITY PLAN LINKS	4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	The minutes of the Youth Council Sub Committee meeting for Tuesday, 8 August 2017 are presented for the Policy and Planning Committee's information as the meeting was inquorate.

RECOMMENDATION

1. The information be received and noted.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Minutes Youth Council Sub Committee - 8 August 2017

1. REPORT

- 1.1 Due to the unavailability of members resulting in a lack of quorum, the Youth Council Sub Committee was cancelled and all business is presented to the Policy and Planning Committee for consideration at its meeting on 21 August 2017.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/08/2017



MINUTES OF YOUTH COUNCIL SUB COMMITTEE MEETING HELD IN THE JOHN HARVEY GALLERY, 12 JAMES STREET, SALISBURY ON

8 AUGUST 2017

Due to the unavailability of members resulting in a lack of quorum, this meeting was cancelled and all business presented to the Policy and Planning Committee for consideration at its meeting to be held 21 August 2017.

ITEM	1.1.3
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Youth Council Membership - Proposal to Remove Two Youth Members; Resignation of Mentor
AUTHOR	Jules Brett, Community Planner Youth Participation , Community Development
CITY PLAN LINKS	4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	This report details the process to determine the status of membership of two youth members of the Youth Council as set out in the Youth Council Terms of Reference (section 4.9). The report also presents the resignation of a Mentor from the Youth Council.

RECOMMENDATION

1. That in accordance with the process set out in the Youth Council Terms of Reference (section 4.9) letters be sent to Liam Bilsborow and Teya Gribble seeking written confirmation of their resignation from the Youth Council and that failing a response within 14 days their membership of the Youth Council be terminated.
2. That the resignation from Andrew Chapman from the position of Mentor on the Youth Council be received and accepted.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Letter of resignation of Andrew Chapman (Mentor)

1. BACKGROUND

- 1.1 At the December 2016 Youth Council Sub Committee meeting, Liam Bilsborow and Teya Gribble were appointed as youth members of the Youth Council.

2. REPORT

2.1 Youth Members

- 2.1.1 In a telephone conversation with the Community Planner Youth Participation on June 12, 2017, Liam Bilsborow gave a verbal indication that he no longer wanted to be a member of Salisbury Youth Council due to study and sporting commitments. Liam was advised to tender his resignation in writing but has failed to do so.

2.1.2 In a telephone conversation with the Community Planner Youth Participation on June 12, 2017, Teya Gribble gave a verbal indication that she no longer wanted to be a member of Salisbury Youth Council due to study and work commitments. Teya was also advised to tender her resignation in writing but has failed to do so.

2.2 **Membership Obligations**

2.2.1 Section 4.9 of the Youth Council Terms of Reference sets out obligations in relation to attendance at meetings as follows:

- *All members must attend meetings and where unable to do so, must provide an apology prior to the meeting.*
- *Members who miss one (1) Youth Council meeting without lodging a formal apology will be contacted by the appropriate Council staff member to clarify their obligations to the Youth Council*
- *Members who miss two (2) consecutive meetings without an apology will be contacted by the Council staff member at which time they will be advised that their membership status on Youth Council is under review.*
- *Members who provide two (2) formal apologies in a row will also have their position reviewed.*
- *A report will then be submitted to Youth Council to discuss the member's ongoing membership of the Youth Council*

2.2.2 Section 10 of the Youth Council Terms of Reference deals with Youth Council Project Teams and provides:

- *Youth members must participate in at least one project team (10.4)*
- *Commitment to a Project Team requires regular attendance at Project Team meetings. In the event that a Project Team member does not attend project team meetings on a regular basis (with or without submitting an apology) the member may be removed from the project team (10.5).*

2.3 Despite verbal advice from the two youth members that they do not wish to continue as members of the Youth Council, no formal resignation has been provided.

2.4 **Mentor Position**

2.4.1 In early May, 2017, the Community Planner Youth Participation had a telephone conversation with Andrew Chapman (Mentor) during which he stated that he could no longer commit to Youth Council meetings due to work and other volunteering commitments and indicated it was his intention to resign from the Youth Council. Andrew was asked to provide advice regarding his resignation in writing, which was submitted on 20 June 2017.

3. CONCLUSION / PROPOSAL

- 3.1 It is recommended that formal confirmation of the verbal resignations of Liam Bilsborow and Teya Gribble be sought, and that failing a written response within 14 days their memberships be terminated.
- 3.2 That the resignation from Andrew Chapman as a Mentor on the Youth Council be received and accepted.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/08/2017

Julie Brett
Community Planner – Youth Participation, Community Planning & Vitality
12 James St, Salisbury,
South Australia, 5108

20th June 2017

Dear Julie,

I am writing to inform you of my decision to resign from my position as a Mentor on the Salisbury Youth Council, effective immediately.

I have given this decision a lot of thought, but I am unable to carry out my role as a Mentor due to other commitments both personally and professionally.

I would like to take this opportunity to say thank you for giving me the opportunity to be involved with Youth Council this year in the position of a Mentor, I wish you all the very best.

Yours sincerely,

Andrew Chapman.

██████████
████████████████████
██

ITEM	1.1.4
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Youth Council Project Team Updates
AUTHOR	Jules Brett, Community Planner Youth Participation , Community Development
CITY PLAN LINKS	3.3 Be a connected city where all people have opportunities to participate. 4.1 Strengthen partnerships that enable us to better address our community's priorities.
SUMMARY	This report will provide an update on the 2017 Youth Council Project Teams.

RECOMMENDATION

1. That the information be received and noted.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 At the February 2017 Youth Council Sub Committee meeting, two project teams were established and project team leaders were appointed. Membership of the project teams was detailed in the February Project Team report.
- 1.2 The two project teams undertook to work on the following two projects:
 - Safe City; and
 - Pathways and Opportunities
- 1.3 This report will provide an update on the work undertaken to date by the project teams.

2. REPORT

Safe City

- 2.1 The aim of this project is to partner with local services and community groups to host a community event that will provide young people with information and education about staying safe in their communities.
- 2.2 This will be achieved through working in partnership with SAPOL and agencies that offer services to young people in the areas of (but not limited to) domestic violence, drugs and alcohol, homelessness and health and well-being.

- 2.3 The Safe City team is partnering with Bagster Road Community Centre which has agreed to auspice a grant application for this event and another side project which is a domestic violence art project. This will be a piece of artwork at the Salisbury North Skate Park with a morning tea launch and guest speakers at Bagster Road Community Centre.
- 2.4 The Safe City Project team is also partnering with Twelve25 to host a fundraising event with a focus on mental health and suicide prevention on RUOK Day on Thursday September 14. The event will consist of guest speakers, youth bands, a sausage sizzle and a candlelight vigil with members of the local wrestling community dressing in costumes to honor a local young man who was a member of Twelve25 Jibba Jabba Radio and TV programs and lost his life to suicide several months ago.

Pathways and Opportunities

- 2.5 This project is focusing on enhancing employability and networking skills for young people aged between twelve and twenty five in the City of Salisbury.
- 2.6 The first piece of work undertaken by this team was an employment expo held at Burton Road Community Centre that focused on training and employability within the food industry. This event was held on July 5 with approximately 70 people in attendance including the City of Salisbury work experience students, local young jobseekers, and students from Parafield Gardens and Para Hills High Schools. The event was well received by local employers and training providers who hosted stalls and ran mini information sessions at the event, all have indicated they will attend the employment expo to be held in October.
- 2.7 The next piece of work for this team will be to host an employment expo focusing on skills of resume writing, cover letters, presentation and interview skills. Youth Council will partner with local job service providers and high schools to achieve a positive outcome for the young people who attend. This aspect of the projects focuses on 'job seekers'.
- 2.8 The final aspect of the project will be a "Shark Tank" working with local business owners to provide feedback for young people interested in starting a business and tips for those who already have market and Facebook businesses. This aspect of the project focuses on 'job makers'.

3. CONCLUSION / PROPOSAL

- 3.1 Project Teams provide the opportunity for Youth council members to plan, develop and implement key projects that address issues of importance to young people in Salisbury.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/08/2017

ITEM	1.1.5
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Twelve25 Salisbury Youth Enterprise Centre - August Update
AUTHOR	Kate Kitching, Youth Services Project Officer, Community Development
CITY PLAN LINKS	4.1 Strengthen partnerships that enable us to better address our community's priorities.
SUMMARY	This report provides a program update from Twelve25.

RECOMMENDATION

1. That the information be received and noted.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 The staff from Twelve25 participates in the Youth Council Sub Committee Meetings to ensure a strong working relationship with the Youth Council.

2. CITY PLAN CRITICAL ACTION

- 2.1 N/A

3. REPORT

- 3.1 The report provides Youth Council members with an update and information on previous and upcoming programs and activities.
 - 3.1.1 The eleven Getting Your Learners participants all passed the test on Friday 7th July at Bagster Road Community Centre.
 - 3.1.2 The Sapphires movie screening celebrating NAIDOC Week had fifteen people attend with positive feedback that the food was amazing and that the event was comfortable, intimate and friendly.
 - 3.1.3 Twelve25 and Northern Adelaide Senior College teachers and students hosted Come N Play: Gaming Day and Salisbury Esports Tournament: Leagues of Legends as July school holiday activities. Both were well attended with 32 booked in for the gaming day and (at writing) 6 teams registered for Esports.

- 3.1.4 Coffee Connoisseurs training for the next batch of young people was commenced on 27th July and runs through to 18th August. This will ensure a good crew as we come into warmer weather. Most weekends (subject to weather) the coffee team attend Carisbrooke Reserve 10am – 1pm.
- 3.1.5 Youth Council and Twelve25 are hosting a joint interactive information stall for students and parents at the Thomas More College Subject and Career Expo on Monday 31st July, 6 - 8:30pm.
- 3.1.6 The Community Capacity & Learning division is looking after the 25 young people from the City of Salisbury's sister city, Mobara City Japan for the week they are in SA. Twelve25 and Libraries are hosting an activity on Monday 7 August.
- 3.1.7 The Wheels in Motion @ Bagster program for over 26 year olds is progressing with the vehicle ready to drive and the first road safety forum booked in for Wednesday 9 August. Twelve25 and the Australian Refugee Association are supporting.
- 3.1.8 Headspace Edinburgh North with support from Twelve25 is hosting a free film screening of To the Bone (a film following the journey of a 20 year old female who is living with anorexia nervosa). The screening is on Thursday 10th August, 5:30 - 8:30pm for young people aged 15-25, parent/carer or supporter of a young person. There will be free snacks and Headspace clinical staff and youth workers will be at the film screening and available afterwards to provide information and support.
- 3.1.9 A Basic Car Maintenance Workshop, delivered by a mechanic from Peter Kittle Toyota is being held on Saturday 19 August. A practical session to learn how to change a tyre, check tyre pressure, jump start a car and check oil and water levels. The session is from 8:45am - 12 noon and costs \$12.00. For more details and bookings: <https://basiccarmaintenance.eventbrite.com.au>
- 3.1.10 As part of the Salisbury Writer's Festival, Spoken Word SA is hosting the Australian Poetry Slam: South Australian Heat 2 at Twelve25 on Saturday 26th August, 2:30pm. For more information and full heat details, go to: www.spokenwordsa.com.au
- 3.1.11 On Monday 28th August, approximately 150 students from Parafield Gardens High School will attend Rotary Youth Driving Awareness (RYDA) hosted by Rotary Club of Salisbury at Twelve25.
- 3.1.12 The next Salisbury Esports Tournament is planned for Saturday 2 September. The working party will meet on 31st July to debrief from 20 July tournament and confirm game.

- 3.1.13 Twelve25 continue to support the Salisbury Youth Services Network and are currently in the planning phase for the 2017/18 calendar of professional development sessions.

4. CONCLUSION / PROPOSAL

- 4.1 The Youth Council members to be aware of programs and services on offer at Twelve25 for their own information and to share their knowledge with the wider community of young people.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14/08/2017

ITEM	1.2.1
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
PREV REFS	Policy and Planning Committee 1.2.1 19/06/2017
HEADING	Building Upgrade Finance
AUTHOR	Greg Ratsch, Manager Economic Development & Urban Policy, City Development
CITY PLAN LINKS	1.2 Be the place of choice for businesses to invest and grow within South Australia, nationally and internationally. 2.1 Capture economic opportunities arising from sustainable management of natural environmental resources, changing climate, emerging policy direction and consumer demands.
SUMMARY	Council previously (in June 2017) provided in-principle support to entering into building upgrade agreements as enabled by the <i>Local Government (Building Upgrade Agreements) Amendment Act 2015</i> . The <i>Local Government Act 1999</i> has been amended with the insertion of Schedule 1B and the <i>Local Government (Building Upgrade Agreements) Regulations 2017</i> have been gazetted. Consequently the Building Upgrade Finance mechanism became operational in South Australia on 1 August 2017. This report seeks Council's decision to participate in the building upgrade finance scheme; adopt a policy supporting its participation and assign delegation to the Chief Executive Officer to enter into, or to vary or terminate a Building Upgrade Agreement on behalf of Council; and to declare and levy a building upgrade charge under a Building Upgrade Agreement for eligible upgrade works, as defined under the Act.
RECOMMENDATION	<ol style="list-style-type: none"> 1. That the City of Salisbury participate in the Building Upgrade Finance mechanism, by offering to enter into Building Upgrade Agreements as defined by Schedule 1B of the <i>Local Government Act 1999</i>. 2. The Building Upgrade Agreements Policy as set out in Attachment 1 to this Report (Item 1.2.1, Policy and Planning Committee, 21/08/2017) be endorsed. 3. In exercise of the power contained in Section 44 of the <i>Local Government Act 1999</i> the following powers and functions under Schedule 1B—Building upgrade agreements: <ol style="list-style-type: none"> 2—Enter into a building upgrade agreement; 6—Declaration of building upgrade charge; and 13—Register of building upgrade agreements. <p>are hereby delegated from the 29th of August 2017 to the person occupying the office of Chief Executive Officer which the Chief Executive Officer cannot further sub-delegate.</p>

4. The schedule of fees and charges provided in paragraph 3.13 of this Report (Item 1.2.1, Policy and Planning Committee, 21/08/2017) be endorsed.
5. That it be noted that staff will continue to work with the State Government and the Local Government Association to develop administrative procedures to ensure implementation is consistent with Council's obligations and mitigates potential risks arising from participating in the scheme, with the objective of the scheme being operational by 1 October 2017.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Schedule 1B - Building Upgrade Agreements
2. Local Government (Building Upgrade Agreements) Regulations 2017
3. Building Upgrade Agreements Draft Policy
4. Functions and responsibilities of Councils

1. BACKGROUND

- 1.1 On 10 December 2015, the *Local Government (Building Upgrade Agreements) Amendment Act* passed through Parliament making South Australia the third jurisdiction in Australia to introduce a Building Upgrade Finance mechanism after New South Wales and Victoria.
- 1.2 At its meeting on 26 June 2017, Council resolved:
 1. *In principle support be given to entering into building upgrade agreements as enabled by the Local Government (Building Upgrade Agreements) Amendment Act 2015.*
 2. *A further report seeking a formal position be brought back to Council once the Local Government (Building Upgrade Agreements) Regulations have passed through Parliament and the practical implications of participation become clearer.*

[Resolution 1837/2017]
- 1.3 The *Local Government Act 1999* has been amended with the insertion of Schedule 1B (Attached) and the *Local Government (Building Upgrade Agreements) Regulations 2017* have been gazette (Attached). As such the Building Upgrade Finance mechanism became operational in South Australia on 1 August 2017.
- 1.4 A Building Upgrade Agreement template was released concurrently with the proclamation of the regulations. It should be noted that the template Building Upgrade Agreement is not mandated by the *Local Government Act* but has been developed to assist the local government, property and finance sectors with using the mechanism and to reduce the associated costs to the parties.

2. CONSULTATION / COMMUNICATION

2.1 Internal

- 2.1.1 General Manager, Business Excellence
- 2.1.2 Manager Financial Services

2.2 External

- 2.2.1 Department of the Premier and Cabinet, Low Carbon Economy Unit
- 2.2.2 Department of Environment, Water and Natural Resources
- 2.2.3 Adelaide City Council
- 2.2.4 Norman Waterhouse Lawyers
- 2.2.5 Local Government Association (SA)

3. REPORT

- 3.1 Building Upgrade Agreements provide a mechanism to help building owners to access loans to improve the energy, water and environmental efficiency or sustainability of commercial buildings that are at least two years old. Environmental upgrades for heritage buildings are also eligible. Both commercial and heritage buildings must be predominantly non-residential. Given the limited number of listed heritage items in the City of Salisbury the majority of applications that Council might receive will be for commercial premises.
- 3.2 Under a building upgrade agreement the building owner agrees to undertake upgrade works of a kind prescribed by the Regulations in respect of their building. The financier agrees to advance money to the building owner for the purpose of funding the upgrade works, and the council agrees to collect amounts owing from the building owner. These amounts are paid by the building owner to recoup the money advanced by the financier for the upgrade works, and is passed on to the financier by the council once received from the building owner. The debt sits as a charge against the property.
- 3.3 The primary advantage to the building owner is that funds may be sourced at more competitive rates due to the security of the loan, and for a longer period (eg 10 years) than the normal period for such loans of five to six years. In this way, Council's support of Building Upgrade Agreements would be consistent with its business friendly agenda.
- 3.4 The assessment of the financial capacity of the borrower rests with the financier. The financial risk remains with the financier as the legislation specifies that a council is not liable to repay a finance provider until the amount has been paid to or recovered by Council by the way of the building upgrade charge.
- 3.5 As a result of the arrangement, the loan is effectively tied to the property rather than the property owner, with loan repayments collected via the building upgrade charge. In the event of the transfer of ownership of the property, the charge can remain with the property if the purchaser so agrees, or be paid out as part of settlement.

- 3.6 Entry into a building upgrade agreement is voluntary. Council cannot require any person to enter into a building upgrade agreement, whether as a condition of a development authorisation under the *Development Act 1993* or by any other means. Likewise Council is not obligated to enter into an agreement if approached to do so. A draft policy has been provided as Attachment 1 to this report to provide guidance on when Council might choose to enter into an agreement.
- 3.7 Council's administrative obligations or functions specified in Schedule 1B of the *Local Government Act 1999*, the associated Regulations and the Building Upgrade Agreement template are outlined in Attachment 2 to this report.
- 3.8 Advice received from Norman Waterhouse Lawyers suggests that the potential risks to Council of entering into a building upgrade agreement fall into two broad categories, although there is a degree of overlap:
- risks associated with the exercise by Council of its statutory powers and obligations under the LG Act and Regulations; and
 - risks arising out of Council's contractual obligations under the building upgrade agreement.

Specific risks to Council identified in that advice were:

- entering into a Building Upgrade Agreement or declaring a building upgrade charge that does not meet the requirements of the Local Government Act and regulations;
- not meeting the deadlines for provision of notices and handover of payments; and
- implementing the enforcement procedure.

The view expressed by Norman Waterhouse is that these risks should be able to be appropriately managed by ensuring that there are administrative processes in place behind the scheme and these are followed. The draft policy provided as Attachment 3 refers to an associated Building Upgrade Agreement that is yet to be developed.

- 3.9 The South Australian Government has appointed a part time program facilitator (the BUA program facilitator) to work with early adopter Councils. That person has committed to work with Council to ensure Council's processes are consistent with its legislative requirements and responsibilities outlined in the Building Upgrade Agreement. Further the BUA program facilitator has provided input into a schedule of proposed fees and charges and provided links to Councils in NSW who use the same software systems as Salisbury, and have signed up to similar programs.
- 3.10 Under the legislation there is a requirement that Council uses "best endeavours" to collect amounts owing, and this may ultimately result in *Local Government Act Building Upgrade Agreements Amendments Act Section 9* action for non-payment. If this circumstance arose, Council will apply its normal enforcement approach to recover the debt and in a manner consistent with the Regulations.

- 3.11 Under the agreement Council is to use its debt collection procedures to recover debts outstanding in relation to the scheme. There is no risk to Council in terms of these debts as they sit as a charge against the property, and Council is not required to remit funds to the financier unless the funds have been received.
- 3.12 Under Section 44(3a) of the *Local Government Act 1999*, Council may only delegate powers to the Chief Executive Officer to enter into, or to vary or terminate a Building Upgrade Agreement and declare and levy a BUC under a Building Upgrade Agreement. Section of 5 of Schedule 1B of the Act states:

a council must not delegate—

(a) the power to enter into, or to vary or terminate, a building upgrade agreement on behalf of the council; or

(b) the power to declare and levy a building upgrade charge under a building upgrade agreement,

except to the chief executive officer and, despite subsection (4)(b), the chief executive officer cannot subdelegate these powers.

To minimise implementation delays and transaction costs for commercial property owners seeking to utilise building upgrade finance, it is recommended that Council delegate powers to the Chief Executive Officer to enter into, or to vary or terminate a Building Upgrade Agreement on behalf of Council.

- 3.13 The legislation enables Council to levy a service fee to cover costs incurred by Council in entering into, and administering, a building upgrade agreement as well as a late payment fee. Fee setting is up to individual Councils but there may be advantages to having a level of consistency across local government if possible. The potential to do this may emerge over time but is unlikely to occur in the short term.
- 3.14 It is proposed that the following fees and charges be set:

Application Fee	\$1,500
Administration Fee	
1 year term of Agreement	\$658
2 year term of Agreement	\$911
3 year term of Agreement	\$1,164
4 year term of Agreement	\$1,418
5 year term of Agreement	\$1,671
6 year term of Agreement	\$1,924
7 year term of Agreement	\$2,177
8 year term of Agreement	\$2,430
9 year term of Agreement	\$2,683
10 year term of Agreement	\$2,936
11 year term of Agreement	\$3,190
12 year term of Agreement	\$3,443
13 year term of Agreement	\$3,696
14 year term of Agreement	\$3,949
15 year term of Agreement	\$4,202

The proposed application fee is to cover the cost of legal review of contracts and agreements. The administration fee consists of two components: initial set up costs likely to be incurred by Council; and costs associated with quarterly administration throughout the term of the agreement. The figures have been informed by advice from the BUA program facilitator based on practical experience in establishing and implementing similar schemes in New South Wales.

- 3.15 It should be noted that these charges will be refined as staff gain experience in managing building upgrade agreements and will be subject to annual consideration when Council sets its fees and charges during the annual budget process.
- 3.16 Administration is working through all the administrative aspects of implementing the Building Upgrade Agreement Scheme, and should the volume of applicants increase this may involve a need to make system modifications to improve the efficiency of our processes, which may have some cost implications.

4. CONCLUSION / PROPOSAL

- 4.1 Should Council support participation in the Building Upgrade Agreement Scheme it will be one of the first in South Australia to do so.
- 4.2 As noted in the previous report to Council, the impetus for considering this opportunity at an early stage is that Council has received a request from a property owner in Edinburgh Parks who wishes to utilise the scheme to bring forward investment in solar infrastructure, significantly reducing reliance on the electricity grid and reducing CO2 emissions by 167 tonnes per annum. This would be one of the first, if not the first, project to be delivered in South Australia.
- 4.3 The Building Upgrade Finance mechanism is consistent with Council's broad approach to supporting businesses to invest and grow as well as its commitment to environmental sustainability.
- 4.4 To enable property owners with building located in Salisbury to participate in this scheme it is recommended that Council:
- approve participation in the program;
 - adopt the policy provided with this report;
 - delegate to the Chief Executive Officer the powers to enter into, or to vary or terminate a Building Upgrade Agreement on behalf of Council and declare and levy a building upgrade charge under a Building Upgrade Agreement; and
 - endorse the proposed schedule of fees and charges.
- 4.5 Council staff will continue to work with the State Government and the Local Government Association to develop administrative procedures to ensure implementation is consistent with Council's obligations and mitigates potential risks arising from participating in the scheme.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14.08.17

Schedule 1B—Building upgrade agreements

1—Interpretation

- (1) In this Schedule—

approved methodology means a methodology approved by the Minister by notice in the Gazette from time to time for the purpose of calculating a reasonable estimate of cost savings made or to be made by a lessee of a building as a consequence of upgrade works under a building upgrade agreement relating to the building;

capital value has the same meaning as in section 5(1) of the *Valuation of Land Act 1971*;

environmental upgrade works means works that improve the energy, water or environmental efficiency or sustainability of a building;

Examples—

- 1 Works that increase the efficiency of the energy or water consumption of a building or reduce its energy or water consumption.
- 2 Works that prevent or reduce pollution or eliminate or reduce the discharges of wastes or other substances harmful to the environment.
- 3 Works that reduce the use of materials or enable the recovery or recycling of materials.

late payment fee means an administrative fee that may be retained by a council for late payment of a building upgrade charge;

primary parties to a building upgrade agreement means the parties referred to in clause 2(1);

relevant land means the land on which is situated a building that is, or is intended to be, the subject of a building upgrade agreement;

service fee means a fee that covers any costs incurred by a council in entering into, and administering, a building upgrade agreement;

upgrade works in relation to a building means—

- (a) environmental upgrade works; or
- (b) works of a kind prescribed by the regulations,

but does not include works of a kind excluded from the ambit of this definition by the regulations.

- (2) In this schedule—

- (a) **common property, community corporation, community lot, community scheme, lot entitlement, owner** and **strata plan** have the same respective meanings as in the *Community Titles Act 1996*;
- (b) **strata corporation, strata scheme, unit, unit entitlement** and **unit holder** have the same respective meanings as in the *Strata Titles Act 1988*.

- (3) In this Schedule, a reference to a **building owner** is—

- (a) in the case of a building that is the subject of a community scheme—

Local Government Act 1999—1.8.2017
 Schedule 1B—Building upgrade agreements

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- (i) if the scheme is one under which the land is divided by a strata plan—a reference to the community corporation; or
 - (ii) in any other case—a reference to the owners of the community lots; or
 - (b) in the case of a building that is the subject of a strata scheme—a reference to the strata corporation; or
 - (c) in any other case—subject to subclause (4), a reference to the owner of the relevant land.
- (4) Despite subclause (3)(c), if, in relation to—
- (a) dedicated land or Crown leasehold land (both within the meaning of the *Crown Land Management Act 2009*); or
 - (b) land subject to a licence or Crown condition agreement under the *Crown Land Management Act 2009*,
- the Minister responsible for the administration of that Act delegates to the person or body the subject of the dedication, lease, licence or agreement the power to enter into, or to vary or terminate, a building upgrade agreement on behalf of the Crown in respect of a building on the land, a reference to a **building owner** in this Schedule is a reference to that person or body.
- (5) A delegation under subclause (4)—
- (a) must be by instrument in writing; and
 - (b) may be absolute or conditional; and
 - (c) is revocable at will.
- (6) A power delegated under this section may not be further delegated.

2—Building upgrade agreement

- (1) Subject to this clause, a council may, in relation to a building situated on land within the area of the council, enter into an agreement (a **building upgrade agreement**) under which—
- (a) the building owner agrees to undertake upgrade works in respect of the building; and
 - (b) a finance provider agrees to advance money to the building owner for the purpose of funding those upgrade works; and
 - (c) the council agrees—
 - (i) to levy a charge on the relevant land (a **building upgrade charge**), to be paid by the building owner, for the purpose of recouping the money advanced by the finance provider for the upgrade works (and any interest or other charges payable to the finance provider under the agreement); and
 - (ii) to pay to the finance provider any money paid to the council by way of the building upgrade charge (other than any service fee or late payment fee that the council is permitted by the agreement to deduct and retain).

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- (2) A building upgrade agreement may only be made in respect of a building of a prescribed kind, the construction of which was completed at least 2 years before the making of the agreement.
 - (3) If a building upgrade agreement includes provision for payment to the finance provider of penalty interest on money advanced by the finance provider under the agreement, the rate of such interest will be—
 - (a) if the regulations provide for the determination of the rate—determined in accordance with the regulations; or
 - (b) if the regulations do not provide for the determination of the rate—determined in accordance with the agreement.
 - (4) If the primary parties to a building upgrade agreement agree, the agreement may be entered into by any other persons that the primary parties consider should be parties to the agreement.
 - (5) A council must not enter into a building upgrade agreement unless—
 - (a) the total amount of taxes, rates, charges and mortgages owing on the relevant land, when added to the total value of the building upgrade charge as set out in the proposed building upgrade agreement, is an amount not exceeding 80% of the capital value of the relevant land prior to any works that would be undertaken as part of the agreement; and
 - (b) the building owner has complied with subclause (6) and with any additional requirements prescribed by the regulations.
 - (6) A building owner who intends to become a primary party to a building upgrade agreement with a council must—
 - (a) give any existing mortgagee in respect of the relevant land written notice—
 - (i) of the building owner's intention to enter into a building upgrade agreement; and
 - (ii) of the particulars of any proposed building upgrade charge that is to be levied by the council under the proposed agreement; and
 - (iii) of any prescribed matters; and
 - (b) provide the council with the following information verified by statutory declaration:
 - (i) particulars of all mortgages (both registered and unregistered) over the relevant land, including—
 - (A) the total amount owing in respect of each mortgage; and
 - (B) if a relevant mortgage is held against 2 or more properties including the relevant land—the proportion of the debt secured by the mortgage that applies to that land calculated in accordance with subclause (7);
 - (ii) particulars of all taxes, rates and charges owing on the relevant land (including the total amount owing in respect of each tax, rate or charge) imposed by or under an Act;
 - (iii) a statement that the building owner has complied with paragraph (a).

Local Government Act 1999—1.8.2017
Schedule 1B—Building upgrade agreements

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- (7) For the purposes of subclause (6)(b)(i)(B), the proportion of the debt secured by the mortgage that applies to the relevant land must be calculated by distributing the debt between all the properties against which the mortgage is held in proportion to the relative capital values of the properties.

3—Agreement to be made on voluntary basis

- (1) Entry into a building upgrade agreement is voluntary.
- (2) A council cannot require any person to enter into a building upgrade agreement, whether as a condition of a development authorisation under the *Development Act 1993* or by any other means.

4—Variation or termination of agreement

A building upgrade agreement may be varied or terminated by further agreement between the primary parties.

5—Contents of agreement

- (1) A building upgrade agreement must be made in writing and specify—
 - (a) the upgrade works to be undertaken by or on behalf of the building owner under the agreement; and
 - (b) the amount of money to be advanced by the finance provider under the agreement; and
 - (c) the amount of the building upgrade charge to be levied by the council under the agreement; and
 - (d) the schedule for the payment, by the building owner, of a building upgrade charge to the council; and
 - (e) the amount of, or a method for calculating the amount of, any service fee or late payment fee that the council may deduct and retain; and
 - (f) any prescribed matters.
- (2) A building upgrade agreement may—
 - (a) provide for the early repayment of any amount payable under the agreement; and
 - (b) include such other provisions as may be agreed to by the parties to the agreement.
- (3) The regulations may provide that certain matters which must be specified in a building upgrade agreement under subclause (1) are to prevail against other matters provided for in the agreement to the extent of any inconsistency.

6—Declaration of building upgrade charge

- (1) After a council enters into a building upgrade agreement, the council must, in accordance with the terms of the agreement, declare a building upgrade charge in respect of the relevant land (being a charge of the agreed amount specified in the building upgrade agreement).

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- (2) If a council declares a building upgrade charge, the council must within 28 days after the declaration give the building owner written notice specifying—
- (a) the name and address of the building owner; and
 - (b) a description of the relevant land in respect of which the building upgrade charge is being levied; and
 - (c) the building upgrade agreement under which the building upgrade charge is being levied; and
 - (d) the amount for which the building owner is liable; and
 - (e) the manner of payment of the amount; and
 - (f) the due date for payment of the amount, in accordance with the schedule for the payment of the building upgrade charge to the council (specified in the building upgrade agreement); and
 - (g) the amount of, or method of calculating, any service fee of the council authorised by the building upgrade agreement and any late payment fee that may be imposed by the council if the building owner fails to pay an amount for which the building owner is liable by the due date; and
 - (h) any prescribed matters.
- (3) A notice under subclause (2) must comply with any requirements prescribed by the regulations.
- (4) A council must, in relation to each payment in respect of a building upgrade charge for which a building owner is liable, give a notice under subclause (2) to the building owner at least 28 days before the date for payment specified in the notice.

7—Payment of building upgrade charge

- (1) An amount for which a building owner is liable in respect of a building upgrade charge is due and must be paid by the date specified in the relevant notice under clause 6.
- (2) On payment of money in respect of a building upgrade charge to a council, the council may deduct and retain any service fee and late payment fee authorised by the building upgrade agreement.
- (3) Money paid to a council in respect of a building upgrade charge, other than any service fee and late payment fee retained by the council, must—
 - (a) be held by the council on behalf of the finance provider pending payment to the finance provider; and
 - (b) be paid by the council to the finance provider in accordance with the terms of the building upgrade agreement under which the charge was levied.

8—Building upgrade charge is a charge against land

- (1) A building upgrade charge is, until paid in full, a charge on the relevant land.

Local Government Act 1999—1.8.2017
 Schedule 1B—Building upgrade agreements

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- (2) However, if a building upgrade charge relates to the common property, or part of the common property, of a community scheme or strata scheme, the charge is not a charge on the common property but is, instead, a charge on each of—
- (a) in the case of a community scheme—the community lots of the community scheme in proportion to the lot entitlements of the respective lots; or
 - (b) in the case of a strata scheme—the units of the strata scheme in proportion to the unit entitlements of the unit holders.

9—Sale of land for non-payment of building upgrade charge

- (1) Subject to this clause, if an amount for which a building owner is liable in respect of a building upgrade charge remains unpaid for more than 3 years, the council may sell the relevant land in accordance with the regulations.
- (2) Any money received by the council in respect of the sale of land under this clause will be applied as follows:
 - (a) firstly—in paying the costs of the sale and any other costs incurred in proceeding under this clause;
 - (b) secondly—in discharging any liabilities to the council in respect of the land (other than any building upgrade charge, service fee or late payment fee in relation to a building upgrade charge);
 - (c) thirdly—in discharging any liability to the council for a building upgrade charge, service fee or late payment fee in relation to a building upgrade charge;
 - (d) fourthly—in discharging any liability to the Crown for rates, charges or taxes, or any prescribed liability to the Crown in respect of the land;
 - (e) fifthly—in discharging any liabilities secured by registered mortgages, encumbrances or charges;
 - (f) sixthly—in discharging any other mortgages, encumbrances or charges of which the council has notice;
 - (g) seventhly—in payment to the owner of the land.
- (3) If the owner cannot be found after making reasonable inquiries as to his or her whereabouts, an amount payable to the owner must be dealt with as unclaimed money under the *Unclaimed Moneys Act 1891*.
- (4) If land is sold in pursuance of this clause, an instrument of transfer or conveyance (as appropriate) under the council's common seal will, on registration, operate to vest title to the land in the purchaser.
- (5) The title vested in a purchaser under subclause (4) will be free of—
 - (a) all mortgages and charges; and
 - (b) all leases and licences.
- (6) An instrument of transfer or conveyance in pursuance of a sale under this clause must, when lodged with the Registrar-General for registration, be accompanied by a statutory declaration made by the chief executive officer of the council stating that the requirements of this clause and the regulations in relation to the sale of the land have been observed.

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- (8) Despite this clause and clause 1(4), nothing in this Schedule authorises the sale of—
- (a) any estate or interest of the Crown in land; or
 - (b) any interest in Crown land (within the meaning of the *Crown Land Management Act 2009*).

10—Repayment of advances to finance provider

- (1) A council is not liable to repay to a finance provider an amount advanced by the finance provider to a building owner under a building upgrade agreement until the amount has been paid to or recovered by the council by way of the building upgrade charge.
- (2) If a building upgrade agreement is terminated before all the money that the finance provider agreed to advance to the building owner is advanced, the council must—
 - (a) adjust the building upgrade charge to reflect the lower amount advanced to the building owner; and
 - (b) give the building owner written notice of the adjustment.
- (3) If, as a result of an adjustment being made to a building upgrade charge under this clause—
 - (a) the building owner has made payment in respect of the charge in excess of the adjusted amount; and
 - (b) the excess amount has been paid by the council to the finance provider,then—
 - (c) the finance provider must repay the excess amount to the council; and
 - (d) the council must refund the building owner the excess amount paid.

11—Liability of council to recover building upgrade charge

- (1) A council must use its best endeavours to recover a building upgrade charge in accordance with the terms of the building upgrade agreement under which the charge is authorised.
- (2) However, a council is not liable for any failure by a building owner to pay a building upgrade charge and any such failure does not make the council liable to pay any outstanding amount to the finance provider.

12—Recovery of contribution towards building upgrade charge from lessee

- (1) Subject to this clause, a provision of a lease may require a lessee to pay to the lessor a contribution towards a building upgrade charge payable under a building upgrade agreement that relates to premises that are the subject of the lease.
- (2) A lessor is not entitled to recover a contribution from a lessee towards a building upgrade charge payable under a building upgrade agreement unless—
 - (a) if the lessee requests a copy of the agreement, the lessor has provided the lessee with a copy of the upgrade agreement; and
 - (b) the lessor has given the lessee—
 - (i) written notice of—

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 Schedule 1B—Building upgrade agreements

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- (A) the amount of the contribution that the lessee will be required to pay; and
 - (B) the period within which the contribution will be required to be paid,
- and the lessee consents to the payment of the contribution; or
- (ii) at least 30 days before payment of the first contribution by the lessee is due, written notice of—
 - (A) the amount of the contribution that the lessee will be required to pay; and
 - (B) the period within which the contribution will be required to be paid; and
 - (C) a reasonable estimate (calculated in accordance with an approved methodology) of cost savings that may be made by the lessee, as a consequence of the upgrade works provided for by the building upgrade agreement, during the period to which the contribution relates (a *reasonable estimate*); and
 - (D) evidence of the calculations made in accordance with the particular approved methodology used to calculate the reasonable estimate,

and the contribution specified in the notice does not exceed the reasonable estimate.
- (3) The regulations may make further provision in relation to the recovery under a lease of a contribution from a lessee towards a building upgrade charge payable under a building upgrade agreement (including provisions relating to the entitlement of a lessor to recover such contributions and provisions that impose further requirements on a lessor or lessee in relation to the recovery of such contributions).
 - (4) This clause applies subject to the operation of section 73 of the *Residential Tenancies Act 1995* (so that a lessee who is a tenant under a residential tenancy agreement (within the meaning of that Act) cannot be required to pay a contribution under this clause).
 - (5) This clause applies despite section 13 of the *Retail and Commercial Leases Act 1995* and, to avoid doubt, a contribution under this clause—
 - (a) is to be taken to be an outgoing for the purposes of that Act; and
 - (b) in the case of a lease to which that Act applies entered into prior to the execution of a building upgrade agreement relating to premises the subject of the lease—may be recovered (despite section 26 of the *Retail and Commercial Leases Act 1995*) whether or not the contribution is disclosed in a disclosure statement given to the lessee in accordance with Part 3 of that Act.

13—Register of building upgrade agreements

- (1) A council must keep a register of building upgrade agreements.
- (2) The register must include the information prescribed by the regulations.

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- (3) The register must be available for inspection (without charge) by a member of the public at the principal office of the council during ordinary office hours.
 - (4) A person is entitled to an extract from the register (without charge).

14—Minister may require council to report on building upgrade agreements

The Minister may require a council to provide a report containing the information specified by the Minister relating to building upgrade agreements entered into by the council.

15—Regulations

The Governor may, by regulation, make further provision in relation to building upgrade agreements.

Version: 1.8.2017

South Australia

Local Government (Building Upgrade Agreements) Regulations 2017

under the *Local Government Act 1999*

Contents

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- 2 Commencement
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- 9 Recovery of contribution towards building upgrade charge from lessee
- 10 Register of building upgrade agreements

Legislative history

1—Short title

These regulations may be cited as the *Local Government (Building Upgrade Agreements) Regulations 2017*.

2—Commencement

These regulations will come into operation on the day on which the *Local Government (Building Upgrade Agreements) Amendment Act 2015* comes into operation.

3—Interpretation

In these regulations—
Act means the *Local Government Act 1999*.

4—Interpretation—definition of upgrade works

- (1) For the purposes of the definition of *upgrade works* in clause 1 of Schedule 1B of the Act, any of the following works in relation to a heritage building are prescribed:
 - (a) works for the purposes of maintaining, repairing, upgrading or reinstating the heritage significance of the building;
 - (b) works associated with compliance with requirements under the Building Rules (within the meaning of the *Development Act 1993*) or the *Disability Discrimination Act 1992* of the Commonwealth;
 - (c) works for the purposes of facilitating the ongoing occupation of the building.

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Local Government (Building Upgrade Agreements) Regulations 2017—1.8.2017

- (2) In this regulation—

heritage building means a building—

- (a) that is, or forms part of, a State Heritage Place under the *Heritage Places Act 1993*; or
- (b) designated as a place of local heritage under the *Development Act 1993*.

5—Prescribed buildings

For the purposes of clause 2(2) of Schedule 1B of the Act, a building that is used primarily for commercial, industrial or other non-residential purposes is a building of a prescribed kind.

6—Contents of agreement

- (1) For the purposes of clause 5(1)(f) of Schedule 1B of the Act, the following matters are prescribed:
 - (a) in the case of a building upgrade agreement involving environmental upgrade works—requirements designated by the Minister as mandatory requirements applying to the building owner relating to reporting to the parties to the building upgrade agreement on the environmental performance of the building within 15 months after practical completion of the environmental upgrade works, including—
 - (i) any improvements in the environmental performance of the building relating to the efficiency or consumption of energy or water; and
 - (ii) any other improvements in the environmental performance of the building resulting from the environmental upgrade works; and
 - (iii) any cost savings resulting from the environmental upgrade works; and
 - (iv) the environmental performance rating (if any) given by an accredited body designated by the Minister for the purposes of this subparagraph relating to the building;
 - (b) in all cases—requirements designated by the Minister as mandatory requirements applying to the parties to the building upgrade agreement relating to the use and disclosure of information provided in accordance with the agreement or in connection with Schedule 1B of the Act.
- (2) For the purposes of clause 5(3) of Schedule 1B of the Act, requirements under subregulation (1) prevail against other matters provided for in a building upgrade agreement to the extent of any inconsistency.
- (3) The Minister may vary or revoke a designation under subregulation (1).
- (4) A designation of a requirement by the Minister under subregulation (1), or the variation or revocation of such a designation, may be published in such manner as the Minister thinks fit.

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7—Special provisions relating to building subject to strata or community scheme

- (1) If a building upgrade charge payable under a building upgrade agreement relates to a building that is the subject of a strata scheme or community scheme—
 - (a) the strata corporation or community corporation (as the case may be) may determine to pay the building upgrade charge—
 - (i) in the case of strata scheme or community scheme that has an administrative or sinking fund and where the corporation has determined to pay the charge from the administrative or sinking fund—from the administrative or sinking fund; or
 - (ii) in any other case—from the funds of the corporation; and
 - (b) if the building upgrade charge in respect of a particular unit (in the case of a strata scheme) or community lot (in the case of a community scheme) has been paid, the building upgrade charge in relation to which the payments were made ceases to be a charge on that unit or lot; and
 - (c) the strata corporation or community corporation (as the case may be) must, on the request of a unit holder (in the case of a strata scheme) or lot owner (in the case of a community scheme), provide the unit holder or lot owner (as the case requires) with a copy of the building upgrade agreement.
- (2) For the purposes of subregulation (1)(b), a reference to the building upgrade charge in respect of a particular unit or community lot includes a reference to any portion of a late payment fee attributable to the unit or lot.

8—Sale of land for non-payment of building upgrade charge

For the purposes of clause 9(1) of Schedule 1B of the Act, the following provisions apply:

- (a) before a council sells the relevant land, the council must send a notice to the building owner stating—
 - (i) the amount for which the building owner is liable; and
 - (ii) the period for which that amount has remained unpaid; and
 - (iii) that if that amount is not paid in full within 1 month of service of the notice (or such longer time as the council may allow), the council intends to sell the land for non-payment;
- (b) the council must send a copy of a notice sent to the building owner under paragraph (a) to—
 - (i) any ratepayer in respect of the relevant land (other than the building owner); and
 - (ii) to any registered mortgagee of the land;
- (c) if a council considers that it is unlikely that a notice sent under paragraph (a) or (b) would come to the attention of the person to whom it is sent, the council may effect service of the notice by—
 - (i) placing a copy of the notice in a newspaper circulating throughout the State; and

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- (ii) leaving a copy of the notice in a conspicuous place on the relevant land;
- (d) if the amount specified in a notice under paragraph (a) is not paid in full within the time allowed under that paragraph, the council may proceed to have the relevant land sold;
- (e) the sale will be by public auction (and the council may set a reserve price for the purposes of the auction);
- (f) an auction under this regulation must be advertised on at least 2 separate occasions in a newspaper circulating throughout the State;
- (g) if, before the date of an auction, the amount specified in a notice under paragraph (a) and the costs incurred by the council in proceeding under this regulation are paid to the council, the council must cancel the auction;
- (h) if an auction fails, the council may sell the relevant land by private contract for the best price that it can reasonably obtain.

9—Recovery of contribution towards building upgrade charge from lessee

- (1) Subject to subregulation (2), for the purposes of clause 12(3) of Schedule 1B of the Act, the following requirements apply to a lessor recovering a contribution from a lessee by virtue of an entitlement to recover contributions under clause 12(2)(b)(ii) of that Schedule:
 - (a) the lessor must provide the lessee with an annual report on the cost savings made by the lessee (calculated in accordance with the approved methodology) within 3 months of the end of the period to which the report relates;
 - (b) if the contributions of a lessee for a period exceed the cost savings made by the lessee during the period (calculated in accordance with the approved methodology)—
 - (i) the lessor must—
 - (A) if the lessee requests that the excess amount of the contributions be refunded—refund the excess amount; or
 - (B) in any other case—adjust the next contribution payable so that the lessee receives a credit for the excess amount; and
 - (ii) the lessor must ensure that future contributions payable by the lessee are reduced to reflect the cost savings made by the lessee (and any payment made by a lessee in respect of a future contribution before the reduction must be refunded or credited to the lessee in accordance with subparagraph (i)); and
 - (iii) the lessor must not recover a contribution from a lessee until the upgrade works that give rise to the cost savings to which the contribution relates (or, if upgrade works involve 2 or more elements or stages, an element or stage of the upgrade works that gives rise to the cost savings to which the contribution relates) are completed;

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- (c) to avoid doubt, if the contributions of a lessee for a period are less than the cost savings made by the lessee during the period (calculated in accordance with the approved methodology), the lessor is not entitled to require the lessee to pay an additional contribution in respect of the period.
- (2) The lessor and lessee may agree that a requirement under subregulation (1)(a) or (b) does not apply, or applies with agreed modifications.
- (3) For the purposes of clause 12(3) of Schedule 1B of the Act, if—
 - (a) a building upgrade charge is paid in full; or
 - (b) a building upgrade agreement is terminated,a lessor recovering a contribution from a lessee under clause 12 of that Schedule must inform the lessee of the full payment of the charge or termination of the agreement (as the case requires).

10—Register of building upgrade agreements

- (1) For the purposes of clause 13(2) of Schedule 1B of the Act, a register of building upgrade agreements kept by a council must include the following information in relation to each building upgrade agreement on the register:
 - (a) the address of the building;
 - (b) a description of the upgrade works;
 - (c) the total value of the building upgrade charge;
 - (d) the duration of the agreement (including the date of execution and date on which the agreement expires).
- (2) A council must keep its register of building upgrade agreements up to date and, in particular, must ensure that—
 - (a) a record (including the information required under this regulation) of a building upgrade agreement is entered on the register within 5 business days after execution of the agreement; and
 - (b) a record of a building upgrade agreement is removed from the register within 5 business days after—
 - (i) the building upgrade charge is paid in full; or
 - (ii) the agreement is terminated,(whichever occurs first).

Local Government (Building Upgrade Agreements) Regulations 2017—1.8.2017
Legislative history

Legislative history

Notes

- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or www.legislation.sa.gov.au.

Principal regulations

Year	No	Reference	Commencement
2017	200	<i>Gazette 25.7.2017 p2943</i>	1.8.2017: r 2

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Building Upgrade Agreements

Policy Type:	Policy	Decision No:	
Approved By:		Last Reapproval Date:	
Approval Date:		Internal Reference No.:	
Review Date:		Division:	Economic Development & Urban Policy
Department:	City Development	Responsible Officer:	Manager, Economic Development & Urban Policy
Function:	4 - Economic Development		

A - PREAMBLE

- On 10 December 2015, the *Local Government (Building Upgrade Agreements) Amendment Act* passed through Parliament making South Australia the third jurisdiction in Australia to introduce a Building Upgrade finance mechanism after New South Wales and Victoria. The Act was proclaimed and the Regulations made on 25 July 2017, with the mechanism becoming operational on 1 August 2017.
- A Building Upgrade Agreement (BUA) is a voluntary agreement between a building owner, a finance provider and Council where:
 - a Building Owner agrees to carry out upgrade works to a building as prescribed by the *Local Government (Building Upgrade Agreements) Regulations 2017*. These works cover both environmental upgrades and heritage works; and
 - a Finance Provider agrees to advance funds to the Building Owner to finance those upgrade works; and
 - Council levies a charge on relevant land (a building upgrade charge) for the purpose of recouping the money advanced by the finance provider for the upgrade works (and any interest or other charges payable to the finance provider under the agreement); and pays the finance provider any money paid to Council by way of the building upgrade charge.

B - CITY OF SALISBURY

- This policy will apply to all Building Upgrade Agreements involving the City of Salisbury.

C – POLICY PURPOSE/OBJECTIVES

- The purpose of this policy is to specify the circumstances under which the City of Salisbury will enter into and administer a Building Upgrade Agreement.

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2. Building Upgrade Agreements provide a mechanism to help building owners to access loans to improve the energy, water and environmental efficiency or sustainability of commercial buildings that are at least two years old by providing access to reduced interest and longer term finance.
3. Building Upgrade Agreements can also support funding of heritage works (to maintain, repair, upgrade or reinstate heritage significance of a building; achieve compliance with requirements under Building Rules within the meaning of the *Development Act 1993* or the Commonwealth's Disability Discrimination Act 1992; or facilitate ongoing occupation of a building).
4. Council's participation in the Building Upgrade Agreement program is consistent with its objective to position Salisbury as the place of choice for businesses to invest and grow and its desire to support business competitiveness through efficient resource use.

D - DEFINITIONS

1. Nil

E - POLICY STATEMENT

1. Council's consideration of approaches to enter into a Building Upgrade Agreement will be guided by its requirements under the *Local Government Act 1999* and its broader strategic objectives as articulated in the City Plan.
2. Council will only consider entering into a Building Upgrade Agreement if the following criteria are met:
 - 2.1 Upgrade Works
 - a) The proposed works are consistent with the relevant provisions of Schedule 1B of the *Local Government Act 1999*.
 - b) The proposed works are consistent with the relevant objectives of Council's City Plan.
 - 2.2 Building
 - a) The building is located in the City of Salisbury Local Government Area and was constructed at least 2 years ago.
 - b) The building is a prescribed building under the *Local Government Act 1999*, used primarily for commercial, industrial or other non-residential purposes.
 - c) There are no outstanding Orders that have been issued in relation to the Building pursuant to any relevant legislation.
 - d) There are no encumbrances noted or registered on the title for the Building which may impact on the City of Salisbury exercising its enforcement rights.
 - 2.3 Building Owner
 - a) The Building Owner has successfully completed and submitted a BUA Application Form to City of Salisbury.
 - b) The Building Owner has provided the City of Salisbury with a Statutory Declaration

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that satisfies the *Local Government Act 1999* Schedule 1B clause 2 (5) and (6) requirements.

- c) The Building Owner has no overdue debts to City of Salisbury and is not in dispute with City of Salisbury regarding any matter.
- d) The Building Owner has consulted City of Salisbury to ensure that all property development compliance requirements have been met or will be met prior to the earlier of the date that the BUA is executed by the Building Owner, City of Salisbury and Finance Provider or the Commencement Date.
- e) The Building Owner agrees to be bound by the requirements of the BUA (including any additional conditions as required by City of Salisbury), this Policy and Council's broader approach to enforcing non-payment of rates and other charges.

2.4 Finance Provider

- a) The Finance Provider acknowledges and agrees that it has undertaken a credit assessment of the Building Owner and is satisfied that at the Commencement Date the Building Owner is able to comply with its obligations under the BUA.
 - b) The Finance Provider agrees to be bound by the requirements of the BUA (including any additional conditions as required by the City of Salisbury) and this Policy.
3. The City of Salisbury will:
- a) Issue billing notices to the Building Owner on a quarterly basis showing the Building Upgrade Charge (BUC) in accordance with the Agreed Repayment Arrangements;
 - b) Only accept payment of a BUC via direct debit;
 - c) Only accept pre-payments of the BUC when twenty eight (28) days prior notice in writing is given;
 - d) Charge the Building Owner all applicable fees/charges (as defined in the BUA) in the event that the Building Owner fails to pay the BUC on the Charge Payment Date; and
 - e) Not be a party to any dispute that may arise between the Building Owner, a tenant or the Finance Provider as to any matter relating to a BUA.
4. To provide a consistent approach to the receipt and assessment of applications, building owners will be required to complete and submit a Building Upgrade Agreement application form to the City of Salisbury.

F - LEGISLATION

- 1. Local Government Act 1999
- 2. Local Government (Building Upgrade Agreements) Amendment Act 2015

G - REFERENCES

- 1. Nil

H - ASSOCIATED PROCEDURES

- 1. Building Upgrade Finance Administration

Document Control

Document ID	Building Upgrade Finance
Prepared by	Greg Ratsch
Release	1.00
Document Status	Draft
Date Printed	16/08/2017

Draft

Council obligation or function	1 Relevant provision of Schedule 1B of the <i>Local Government Act 1999 (LGA)</i>ⁱ	2 Relevant provision of <i>Local Government (Building Upgrade Agreements) Regulations 2017</i>	3 Relevant provision of template BUA
Ensure that proposed Building Upgrade Agreement complies with requirements under the LG Act – building is of a prescribed kind, building has been completed for a least 2 years the proposed works are 'upgrade works', and that total amount secured by mortgages plus rates and taxes together with amount to be advanced for upgrade works does not exceed 80% of capital value of the land, including a determination of the capital value of the relevant land and receiving statutory declaration from owner in relation to mortgages etc	Clauses 2(1), 2(2), 2(5), 2(6) and 2(7)	Regulations 4, 5, 6	Clause 2
Enter into Building Upgrade Agreement	Clause 2(1)		Clause 2
Declare an upgrade charge (BUC) in accordance with the terms of the BUA (on or before the Commencement Date of the BUA)	Clause 6.1		Clause 6.2
Enter particulars of BUA on the Register of BUAs within 5 days after the execution of the BUA.	Clause 13 (as to duty of Council to establish Register and in relation to public access)	Regulation 10 (as to information to be included in Register and 5 day time limit)	Clause 7 (acknowledgement of requirements of LGA and regs.)
Within 28 days of declaring the BUC, give notice to the owner setting out the particulars set out in clause 6(2) of Schedule 1B including details of amount owing under charge and manner of payment (includes calculation of relevant amounts and service fees payable to Council in accordance with BUA).	Cl. 6		Clause 6.3, Schedules 3 and 4
At the same time as giving above notice to building owner, give same notice to Finance Provider			Clause 6.3, Schedules 3 and 4
Within two business days of declaring the BUC give the building owner and finance provider notice that the BUC has been declared only (i.e. no other particulars required in that notice)			Clause 6.4
In relation to each payment under the BUC, provide notice to the building owner providing the particulars set out in clause 6.2 of Schedule 1B of the LG Act not less than 28 days before the due date for payment specified in the notice	Clause 6.4		Clause 8.1
Receive payment of BUC payment from building owner and deduct and retain the	Clause 7(2)		Clause 9.2 (payment by direct

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Council obligation or function	1 Relevant provision of Schedule 1B of the <i>Local Government Act 1999 (LGA)</i>ⁱ	2 Relevant provision of <i>Local Government (Building Upgrade Agreements) Regulations 2017</i>	3 Relevant provision of template BUA
service charge and any late payment fee authorised by the BUA			debit)
Hold amount paid (less service charge and any late payment fee) on behalf of finance provider and pay the amount held to the finance provider in accordance with the BUA	Clause 7(3)		Clause 9.2 requires payment of amount received (less Council fees) by EFT no later than 10 business days after receipt of payment by building owner
Council to give notice to finance provider as soon as practicable if owner fails to make any payment by the due date			Clause 15.1
Council to be bound by Enforcement Procedure			Clause 15.2 and Annexure 1
Council may sell the relevant land if an amount for which the owner is liable in respect of a building upgrade charge remains unpaid for more than three years and apply the proceeds of sale in accordance with the priorities set out Schedule 1B	Clause 9(1) see Clause 9(2) in relation to priorities	Regulation 9 sets out the procedures in accordance with which the Council must exercise its power of sale	Clauses 15.3 to 15.5 (inclusive)
Adjust BUC if BUA is terminated before all advances are made and give the owner notice of the adjustment	Clause 10(2)		Clause 10 Notice of amended repayment schedule to be given to owner and Council by finance provider within 5 business days of the adjustment date
Receive any excess amount paid as a result of an adjustment from finance provider and refund that excess amount to the owner	Clause 10(3)		Clauses 10.4 and 10.5 – Council to refund overpayment within 20 business days of receiving it from the finance provider (and finance provider must remit within 10 business days of being notified by

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Council obligation or function	1 Relevant provision of Schedule 1B of the <i>Local Government Act 1999</i> (LGA)ⁱ	2 Relevant provision of <i>Local Government (Building Upgrade Agreements) Regulations 2017</i>	3 Relevant provision of template BUA
			Council of the overpayment)
Council to use its 'best endeavours' to recover BUC in accordance with terms of BUA	Clause 11		Clause 9.1
Council to report on upgrade agreements if required by Minister	Clause 14		Clause 14
Termination Council to provide notice to finance provider upon being provided with evidence of default of building owner in using finance for a purpose other than upgrade works Finance provider may direct Council to terminate – Council to give one month's notice in writing of termination Council has other termination powers			Clause 20

ⁱ Where more than one reference is made in columns 1, 2 and 3 to a Council obligation or function, the original source of that obligation or function is the source appearing in the column with the lowest (or lower) number.

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ITEM	1.3.1
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Annual Report of the Development Assessment Panel for 2016/17
AUTHOR	Chris Zafiroopoulos, Manager Development Services, City Development
CITY PLAN LINKS	1.4 Have well planned urban growth that stimulates investment and facilitates greater housing and employment choice. 4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	The Development Assessment Panel Annual Report for 2016/17 provides an outline of the performance of the Panel and advice on trends and issues for the period.

RECOMMENDATION

1. That the Annual Report of the Development Assessment Panel for 2016/17 be noted.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Development Assessment Panel Annual Report for 2016/17

1. BACKGROUND

- 1.1 Council is required to establish the Development Assessment Panel to act as a delegate of Council for the purposes prescribed in the Development Act 1993 (the Act), relating to assessment and determination of development applications which fall under the Panel's delegations.
- 1.2 The General Operating Procedures of the Panel require an annual report to be provided to Council via the appropriate Standing Committee. This report provides an outline of the activities and performance of the Panel and advice to Council on trends and issues over the 2016/17 financial year.

2. CONSULTATION / COMMUNICATION

- 2.1 Internal
 - 2.1.1 The Panel endorsed the annual report at its meeting held 25 July 2017.

3. REPORT

3.1 The Development Assessment Panel Annual Report for 2016/17 is provided in Attachment 1.

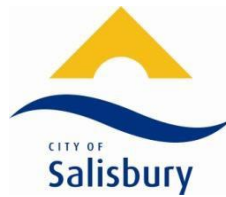
4. CONCLUSION / PROPOSAL

4.1 The Development Assessment Panel Annual Report for 2016/17 be noted.

CO-ORDINATION

Officer: EXECUTIVE GROUP

Date: 14.08.17



**Annual Report
of the
Development Assessment Panel
for 2016/17**

City of Salisbury

Doug Wallace

Presiding Member

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Attachment 1: Development Assessment Panel General Operating Procedures

Attachment 2: Overview of Development Applications

1. BACKGROUND

- 1.1 Council is required to establish the Development Assessment Panel to act as a delegate of Council for the purposes prescribed in the Development Act 1993 (the Act). The Panel is required to undertake the following functions:
- 1.1.1 Determine development applications made under the Act as per delegations from Council.
 - 1.1.2 Provide advice to Council on trends, issues and other matters relating to planning or development matters.
 - 1.1.3 Perform other functions assigned to the Panel by Council.
- 1.2 The General Operating Procedures of the Panel require an annual report to be provided to Council via the appropriate Standing Committee. This report provides an outline of the performance of the Panel and advice to Council on trends and issues.
- 1.3 The Panel endorsed this report at its meeting held 25 July 2017.

2. REPORT

Overview of the Panel

- 2.1 Council has appointed seven members to the Panel comprising four independent members including the Presiding Member:

Mr Doug Wallace	Presiding Member
Mr R Bateup	Independent Member
Ms S Johnston	Independent Member
Mr J Watson	Independent Member
Ms L Caruso	Elected Member
Mr S White	Elected Member
Mr G Reynolds	Elected Member

- 2.2 The Council has delegated its functions and powers to the Panel in accordance with the Act to consider and determine development proposals including:
- 2.2.1 Applications where third party representors indicate a desire to be heard by the relevant authority;
 - 2.2.2 Applications listed as 'non-complying' in the relevant zone within the Development Plan;
 - 2.2.3 Applications determined of significance to warrant determination by the Development Assessment Panel; and
 - 2.2.4 Where a potential conflict of interest may exist and the Minister has directed that the Panel consider the application.
- 2.3 The Panel has established General Operating Procedures. A copy of the General Operating procedures is provided in Attachment 1.

- 2.4 The Panel takes considerable effort in providing an environment for hearing representors and applicants in a way to encourage participation, recognising that for some members of the community presenting to a formal committee in front of a gallery can be an intimidating experience.

Panel Performance

- 2.5 The Panel held ten meetings over the period and considered 21 development applications. This is an increase from the previous 12 month period where the Panel considered 13 development applications. The attendance rate for members at meetings was 91.4% for the period.
- 2.6 The Panel approved the majority of applications. Three refusals related to the removal of regulated trees where the applications were found not to meet the relevant tree removal criteria. The Panel sought advice from staff in relation to the policies and procedures for street tree removal to understand Council's Tree Policy and the alignment with the Regulated and Significant Tree Policies of the Development Plan. The Panel also encouraged staff to assist representors in their access to Home Assist Care with the maintenance of trees. The Panel also refused a proposed entertainment facility in Bolivar as the proposal was found to be at variance with the Development Plan.
- 2.7 Two appeals were lodged with the Environment, Resources and Development Court against decisions of the Panel during the period.
- 2.7.1 Farmers Market Independent of Existing Old Spot Hotel (361/935/2015/3B)
1955 Main North Road, Salisbury Heights
- The applicant appealed to the Supreme Court challenging the determination of the market use as a 'shop' by the ERD Court, following a third party appeal (by representor) against the decision by the Panel to approve this development application. The application was remitted back to the Council by the Supreme Court for processing of the application as a 'non-complying' development, which was subsequently approved by the Panel. The third party appeal was subsequently withdrawn.
- 2.7.2 Change of use from industry to material recovery facility (361/1075/2016/2B)
1-2 Gidgie Court and 71-75 Woomera Avenue, Edinburgh
- Two third party appeals (by representors) were lodged challenging the classification of the application as a Category 2 Development, arguing the development should be a Category 3 Development. The appeal also challenged the Panel being the relevant authority, arguing that the Development Assessment Commission (DAC) should be the relevant authority. (Council had requested the Minister appoint DAC as the relevant authority before the application was considered by the Panel but this request was declined by the Minister). DAC was ultimately appointed the relevant authority and the appeals against Council were withdrawn. DAC approved the development and the representors lodged new appeals against this decision. The appeals were subsequently withdrawn

following conciliation between the parties resulting in the application being approved.

2.7.3 Place of Worship and Cemetery (361/1549/2016/3B)
256-258 Bridge Road, Pooraka

Six third party appeals (by representors) were lodged against the Panel's decision to approve the development. The appeal is currently under consideration by the ERD Court.

2.8 A summary of key statistics is provided in the table below.

	2015/16	2016/17
Meeting		
Number	9	10
Items	13	21
Meetings with representors	9	9
Development Applications		
Category 1		2
Category 2	2	11
Category 3	7	3
Non Complying	4	5
Decisions		
Approve	13	16
Refuse	0	4
Defer	2	1*
ERD Court Appeals		
Applicant	0	1
Third party (representor)	2	2
Compromise	0	0
Appeal withdrawn	1	2
Appeal upheld	0	0
Appeal dismissed	0	0
Still Pending	1	1

* This appeal was still pending at the time of finalising this report.

- 2.9 An overview of the development applications considered by the Panel is provided in Attachment 2.
- 2.10 While the number of applications considered by the Panel is low, they often represent the more complicated and contentious proposals, where representors have objected to a proposal or an element of a proposal. A total of ten applications considered by the Panel included verbal submissions from representors.
- 2.11 The Panel considered a relatively broad range of development applications including religious facilities, residential infill/redevelopment, significant tree removals, and commercial / industrial developments that incorporate new construction or the re-use of existing buildings.

- 2.12 The applications that are not considered by the Panel have been delegated to Council staff to administer and determine. Staff processed 2526 applications for this period, of which over 94% were category 1 developments that did not require public notification.

Key Policy and Operational Issues

- 2.13 The Panel identified some confusion amongst residents that appeared before the Panel in regards to Council's process for the removal of street trees that were classified as Significant or Regulated Trees under the Development Act 1993. The Panel noted:
- 2.13.1 The Council invests considerable resources in the management of public trees, including street trees. The process for those trees that are Regulated or Significant has recently been altered so that only those applications likely to be approved are lodged by Council for Development Approval.
 - 2.13.2 Given the extensive nature of Council's Streetscape Renewal Program, it may be appropriate for Council to seek the Minister for Planning's approval for amendments to the Development Plan for the consideration of street trees in such programs, given that the Development Plan criteria were created by the State Government.
 - 2.13.3 Assistance for maintenance associated with Regulated or Significant Trees is available for older people and younger people with disability, but the assistance available is dependent on the resources available at the time of the request.

Presiding Member General Comments

- 2.14 Hearings

The Panel has continued to adopt a tolerant and flexible position to ensure all the issues raised are carefully considered with individuals given every opportunity to explain their issues and concerns. Where appropriate a reasonable explanation of the process is provided to ensure representors are satisfied, as far as possible, that a fair hearing has occurred and the basis for the decision understood. It is clear however that there will always be a degree of concern where decisions made do not align with those who had made submissions. Further effort will need to be made to clearly explain the decision outcome that identifies why many issues raised are not relevant with respect to the Development Plan, the fundamental framework for the Panel's decision.

- 2.15 Member and staff contributions

The positive discussions and inputs provided by Panel Members during the meetings have been appreciated; similarly the staff contributions are commended. However the legibility of hard copy plans remains an issue for members reading plans prior to the meeting; the projection of plans and photographs has proved very effective assisting both the Panel and those in the gallery. Attendance at the Panel meetings has always ensured a quorum and this continues to be appreciated.

2.16 Pending change due to Planning, Development and Infrastructure Act

The introduction of the Planning Development and Infrastructure Act provisions relating to Panels comes into effect October 1, 2017. This will reduce the panel to five members with only one elected member and will trigger the need to refine the operating procedures. Other changes will flow through changes to regulations and subsequent policy outcomes. What is clear is the trend toward reduced community input into a wide range of planning applications. The effect of these changes will take several years to flow through and as a result it can be expected that a similar mix of applications could be expected to continue.

2.17 Other Strategic Issues

As with last year Salisbury continues to experience rapid urban renewal process that is likely to see aged dwellings, particularly single level detached dwellings on large allotments in strategically important locations, subject to proposals to increase residential density. This in turn will raise issues around transport, waste management and residential amenity. As these issues are likely to continue, Council should consider them in its long term strategic plans such as the Growth Action Plan.

The relatively large number of religious facilities that have been considered by both the Panel and by staff under delegation underlies the need for effective policy within Council's Development Plan for the panel and council to manage such proposals particularly those facilities proposed not sited in proximity or within industrial zones which has in general been a sound policy framework for such developments.

2.18 Post Occupancy Surveys

The Panel provides advice to Council on trends, issues and other matters relating to planning or development matters. It is suggested that post development investigations be undertaken to review how key issues considered by the Panel have materialised when the development has been completed and occupied. The Panel can use this information to inform its advice on policy matters to Council and also future decisions made by the Panel. It is proposed to include this information in the next annual report of the Panel.

3. CONCLUSION / PROPOSAL

- 3.1 The Development Assessment Panel Annual Report for 2016/17 summarises the activities and outcomes of the Panel over the preceding financial year. The Panel is operating effectively, and reaching decisions on development applications following consideration of relevant matters under the Development Plan, and in accordance with its operating procedures. Accordingly this Report is submitted to Council for noting.

ATTACHMENT 1:



City of Salisbury
DEVELOPMENT ASSESSMENT PANEL
General Operating Procedures

Adopted - 23 February 2016

1. TIMING & NOTICE OF MEETINGS

- 1.1 DAP meetings will be scheduled by the DAP on the fourth Tuesday of the month, or another date as determined by the Presiding Member, subject to there being business to consider.
- 1.2 The DAP will meet in the Council Civic Centre at 12 James Street Salisbury or at such other place as the Presiding Member may determine.
- 1.3 The Delegated Officer pursuant to the Development Act 1993 , must provide written notice detailing the date, time and place of a meeting to all DAP members at least three working days before the meeting. The notice shall include the Agenda for the meeting. The Presiding Member may include late items in the Agenda of a meeting, with the leave of the DAP.
- 1.4 Notice of DAP meetings may be given to DAP members by email, to an email address nominated by a DAP Member, or by personal delivery or post to the usual residence of a DAP Member, or via such other means as authorised by a DAP Member.

- 1.5 A copy of the Agenda (without attachments) for every ordinary meeting of the DAP shall be available for viewing by the public at the Council's offices and on the Council's web site at least three working days before the meeting of the DAP (*Due to copyright restrictions it is not appropriate to provide copies of building plans for the public agenda*).
- 1.6 A special meeting of the DAP may be convened by the Presiding Member, at any time, to consider urgent business by giving not less than two working days written notice to all DAP Members.
- 1.7 Notice of a special meeting of the DAP must be accompanied by an Agenda stating the item(s) of business for which the meeting has been convened. A special meeting must only deal with the business for which the meeting has been convened.

2. COMMENCEMENT OF MEETINGS & QUORUM

- 2.1 DAP Meetings will be conducted in accordance with the requirements of the Development Act 1993 ('the Act') and these Operating Procedures.
- 2.2 Meetings will commence on time, or as soon as a quorum is present. If a quorum is not present within thirty minutes of the time for commencement, the Presiding Member may adjourn the meeting to the next scheduled meeting time and date, or to another time and date.
- 2.3 A quorum for a meeting of the DAP is four (4) DAP Members.
- 2.4 If the number of apologies received by the Delegated Officer in advance of a meeting indicate that a quorum will not be present at a meeting, the Presiding Member may, by notice from the Delegated Officer, provide to all DAP Members in advance of the meeting, a notice adjourning the meeting to a future time and date as specified in the notice (a copy of this notice will be displayed at the Council Offices and on the Council's website).

- 2.5 If a meeting is required to be adjourned by the Presiding Member, the reason for the adjournment, and the date and time to which the meeting is adjourned will be recorded in the Minutes.
- 2.6 A Deputy Presiding Member of the DAP must be appointed by resolution of the DAP, and will preside at any meeting, or part thereof, when the Presiding Member is not present.
- 2.7 If both the Presiding Member and Deputy Presiding Member are absent from a DAP meeting (or part thereof), a DAP Member will be appointed from those present by means of resolution, and will preside at the meeting. That member will have all of the powers and duties of the Presiding Member.
- 2.8 Subject to the Act and these Operating Procedures, the Presiding Member will facilitate the meeting in a manner which promotes relevant, orderly, constructive, respectful and expeditious discussion, but not repetitious discussion, with the intent of ensuring well-informed decisions and debate leading to a determination of any matters before the Panel.
- 2.9 The Presiding Member may adjourn a meeting in the event of a disruption or disturbance by a DAP Member, an applicant, a representor, or any other person present at the DAP meeting, until such time as the disruption or disturbance ceases.
- 2.10 The Presiding Member may ask a member of the public who is present at a meeting of a DAP, who is:
 - 2.10.1 behaving in a disorderly manner; or
 - 2.10.2 causing an interruption; or
 - 2.10.3 using audio and video recording devices, without the prior agreement of the

Presiding Member, to leave the meeting.

3. DECISION MAKING

- 3.1 The DAP will conduct its meetings, and undertake all considerations, in accordance with Section 56A(11) and (12) of the Act.
- 3.2 Subject to circumstances where it excludes the public from attendance at a meeting or part thereof pursuant to Section 56A(12)(a) of the Act, the Panel will generally discuss and determine applications for Development Plan Consent in public.
- 3.3 The Presiding Member will invite all Panel members to speak on any matter before the Panel prior to calling for a motion.
- 3.4 Subject to a DAP Member having a direct or indirect personal or pecuniary interest in a matter before the DAP (other than an indirect interest that exists in common with a substantial class of persons), each DAP Member present at a meeting of the DAP must vote on a question arising for decision.
- 3.5 Decisions of the Panel will be where possible by consensus determined through debate and discussion of the agenda item, and where a consensus is reached the Presiding Member shall then call for a mover and put the matter to a formal vote to confirm the consensus.
- 3.6 Where it is evident through debate and discussion that a consensus will not be reached by the Panel, the Presiding Member shall call for a mover and a seconder and put the matter to a formal vote to determine.
- 3.7 Each DAP Member present at a meeting is entitled to one vote on any matter arising for decision and, if the votes are equal, the Member presiding at the meeting is entitled to a second or casting vote.

- 3.8 All decisions of the DAP shall be made on the basis of a majority decision of the Members present and the Minutes shall record that decision only (Votes for/against will not be recorded, and are not relevant once the majority is determined).
- 3.9 The DAP must use the Development Plan as the basis for its decisions, having had regard to any relevant written and verbal representations made in accordance with the provisions of the Act, or any other relevant legislation.
- 3.10 The DAP will, for each and every application, determine whether the proposal is seriously at variance with the Development Plan, and expressly record its determination on this matter in the Minutes. If the DAP determines that the proposal is seriously at variance with the Development Plan, the DAP must provide reasons for its determination, and must expressly record those reasons in the Minutes.
- 3.11 A development application that is assessed by the DAP as being seriously at variance with the Development Plan will be refused.
- 3.12 The DAP must, for each and every application, provide reasons for granting or refusing Development Plan Consent, and for the imposition of any conditions, and express or record those reasons in the Minutes.
- 3.13 Subject to the Act, a person who has lodged a valid representation in relation to a Category 2 or 3 development application, and has indicated their desire to be heard on their representation, is entitled to appear before the DAP and be heard in support of their representation, in person or by an agent.
- 3.14 Applicants and Representors will be allowed 5 minutes to address the DAP, unless a longer time is allowed by the Presiding Member. Where a person is nominated in a representation or by notice of the representors as representing three or more representors (including themselves) the Presiding Member may allow a longer time to address the Panel. Where an applicant is responding to a significant number of representations or a significant number of issues raised in representations, the Presiding Member may allow a longer time to address the Panel.

- 3.15 Should there be no Representor wishing to be heard for a non-complying development application, Category 2 or Category 3 development application, and the recommendation is for a refusal, the Applicant will be entitled to appear before the DAP and be heard in support of the application. Applicants will be allowed 5 minutes to address the DAP, unless a longer time is allowed by the Presiding Member.
- 3.16 Should there be no Representor wishing to be heard for a non-complying development application, Category 2 or Category 3 development application, and the recommendation is for approval, the Presiding Member may allow the Applicant to address the Panel to seek clarification and/or further information that may be required by the Panel in order to determine the application.
- 3.17 At the discretion of the Presiding Member, any new or additional material to be submitted to the DAP by a person who has made a development application or a valid representation in relation to a matter may be accepted and considered by the DAP. A copy of any additional material accepted shall be provided to the applicant or representors by the party presenting the additional material.
- 3.18 A DAP Member may ask questions of any person appearing before the DAP. Subject to the Presiding Member's determination, all questions shall be relevant to the subject of the development application before the panel.

4. MINUTES AND REPORTING

- 4.1 The Delegated Officer is responsible for ensuring that accurate Minutes are kept of Panel meetings, and that they are confirmed by the Panel and signed by the Presiding Member.
- 4.2 The Minutes of the proceedings of a DAP meeting will record:
- 4.2.1 the names of the DAP Members present;
- 4.2.2 the name and time that a DAP Member enters or leaves the meeting;

- 4.2.3 the name of a person who has made a representation to the DAP at the meeting;
 - 4.2.4 the decision of the DAP, including an express opinion on whether the proposed development is seriously at variance with the Development Plan (including reasons as appropriate);
 - 4.2.5 reasons for granting or refusing Development Plan Consent, and for the imposition of any conditions on a Development Plan Consent;
 - 4.2.6 in the absence of a decision, the deferral of the application including the reasons for the deferral;
 - 4.2.7 any disclosure of interest, or reasonably perceived interest. in a matter made by a DAP Member and the nature of the interest;
 - 4.2.8 a decision to exclude public attendance; and
 - 4.2.9 a notation, describing the confidential nature of the information and matter, in the event a matter has been excluded from the Minutes.
- 4.3 Minutes shall not be formal Minutes of a meeting until adopted by the DAP at its next meeting. This does not, however, preclude the issue of a Decision Notification under the Act, or advising of the determination of the DAP of Development Applications immediately after a meeting at which the DAP determined the particular application.
- 4.4. On the adoption of the Minutes, the Presiding Member will:
- 4.4.1 initial each page of the Minutes, which pages are to be consecutively numbered; and

4.4.2 place his or her signature and the date of adoption at the foot of the last page of the Minutes.

- 4.5. The Minutes of a DAP meeting must be forwarded to the Council and must be publicly available within two business days after their confirmation by the DAP.
- 4.6 The Panel shall prepare and consider an Annual Report for presentation to the Council via the appropriate Standing Committee. The Annual Report may be presented by the Presiding Member and may contain (but not be limited to) statistical information in relation to the number of items considered, the outcomes of decisions on those items, and matters identified by the Panel in the course of its assessment of development applications that warrant referral to Council for consideration of Development Plan policy, legislative, or procedural change.
- 4.7 The Annual Report shall be presented to Council on or around the anniversary date of the appointment of the Panel, subject to Council meeting timing.

5. DAP PROCEDURES & SUPPORT

- 5.1 Insofar as the Act and these Operating Procedures do not prescribe the procedure to be followed at a DAP meeting, the DAP may determine the procedure at the time. Any such determination may be added to these Operating Procedures.
- 5.2 The DAP will permit and encourage the active participation of Council staff in attendance at a meeting in providing advice to the DAP.
- 5.3 The DAP may call for and consider such professional assistance from Council staff and other professional advisors as it deems necessary and appropriate.

- 5.4 For the purpose of facilitating constructive debate on a development application under consideration by DAP, electronic communication or other telecommunication devices may be acceptable delivery method, at the discretion of the Presiding Member, for the purpose of conducting the meeting and hearing verbal representation from a person, or their representative, in support of their representation concerning a development application, and providing the applicant, or their representative, the opportunity to verbally respond to any relevant matter. Should electronic communication or other telecommunication devices be utilised they should ensure fair and equitable communication to all attendees to the DAP meeting.
- 5.5 Should electronic communication or other telecommunication devices be utilised for the conduct of a DAP meeting, all voting shall be conducted on the voices, with the Presiding Member verbally acknowledging each individual vote before declaring the outcome of the vote, and noted in the minutes of the meeting, consistent with Part 3 of the Operating Procedures.
- 5.6 Should electronic communication or other telecommunication devices be utilised for the conduct of a DAP meeting, the Presiding Member and the Delegated Officer shall be present at the meeting place as nominated in the DAP Agenda for that meeting.

ATTACHMENT 2: Applications Considered by the Development Assessment Panel July 2016 - June 2017

Meeting Date	Application Number	Address	Proposal Description	Category	Decision	Representors / No. verbal
26-Jul-16	361/650/2016/3B	5-15 Orange Avenue, Salisbury	Shade Structure in Association with the Existing Bowling Club	3	Approved with conditions	Received - Nil Hear - Nil
26-Jul-16	361/743/2016/2B	59 Stanbel Road, Salisbury Plain	Change of Use (Tenancy B) from Warehouse (approved via DA 361/343/2015) to Industry (Powder Coating)	2	Approved with conditions	Received - 5 Heard - 2
26-Jul-16	361/700/2016/3X	263-267 Wright Road, Valley View	Demolition of Existing Freestanding Pylon Sign and Construction of Replacement Freestanding Pylon Sign, Replacement Fascia Signage and Associated Ancillary Signage in Association with Existing Petrol Filling Station (non-complying development)	Non - Complying (Category 1)	Approved with conditions	N/A
23-Aug-16	361/938/2016/3B	1692-1700 Main North Road, Salisbury Plain	Change of use from retail (Pet Shop) to Place of Worship (Shop 9)	3 Non - Complying	Approved with conditions	Received – 3 Heard - Nil
27-Sep-16	361/935/2015/NB	1955 Main North Road, Salisbury Heights	Market (Shops) in car park of existing hotel (Non-complying)	3 Non-Complying	Approved with conditions	Received – Nil Heard – Nil
27-Sep-16	361/1075/2016/2B	71-75 Woomera Avenue, Edinburgh 1-2 Gidgie Court, Edinburgh	Change of use from industry to material recovery facility (recycling depot) and service depot (including truck parking), construction of ancillary office and workshop, gas re-fuelling facilities comprising supply lines and storage, freestanding sign, removal of	2	Deferred pending the receipt of legal advice. DAC was subsequently determined to be relevant	Received – 6 Heard – 5

			significant tree and associated vehicle parking, manoeuvring area, fencing and perimeter landscaping		authority.	
25-Oct-16	361/1057/2016/2T	Adjacent 38 Halifax Street, Parafield Gardens	Removal of a Regulated Tree on Road Reserve	2	Refused	Received – 4 Heard - 1
25-Oct-16	361/1512/2016/LD	5-15 Orange Avenue, Salisbury	Land Division	1	Approved with conditions	N/A
22-Nov-16	361/1443/2016/2A	3 Penelope Avenue, Valley View	Four (4) two storey dwellings on one allotment	2	Approved with conditions	Received – 5 Heard – Nil
22-Nov-16	361/11/2016/NA	1572-1582 Main North Road, Brahma Lodge	Amended carpark layout and access arrangements in association with the existing hotel and construct 15 two-storey dwellings with associated car parking and landscaping (Non-Complying Development)	3 Non-complying	Approved with conditions	Received – 3 Heard – Nil
13-Dec-16	361/1258/2016/2B	39-45 Maxwell Road, Pooraka	Concrete batching plant incorporating 13 metre high cement storage silo and acoustic wall in association with existing concrete production facility (industry)	2	Approved with conditions	Received – 37 Heard – 1
13-Dec-16	361/1549/2016/3B	256-258 Bridge Road, Pooraka for Shia Community of South Australia	Place of Worship and associated activities and a cemetery, carparking, landscaping and stormwater arrangements	3	Deferred pending receipt of further information.	Received – 77 Heard – 8
24-Jan-17	361/2086/2016/2T	Adjacent 27 Andrew Smith Drive, Parafield Gardens	Removal of a Regulated Tree on Road Reserve	2	Refused	Received – 5 Heard – 2
24-Jan-17	361/2237/2016/2T	Adjacent 58 Canterbury Drive, Salisbury Heights	Removal of Regulated Tree on Road Reserve	2	Refused	Received – 2 Heard – 1
24-Jan-17	361/1219/2016/NB	Unit 7, 38-50 Barndioota Road, Salisbury Plain	Change of use (unit 7) to place of worship for temporary period of five	3 Non-	Approved with	Received – 5 Heard – Nil

			(5) years (non-complying development)	complying	conditions	
28-Feb-17	361/1238/2016/2A	12-14 Ada Street, Salisbury	Residential Development Comprising Six Two Storey Dwellings	2	Approved with conditions	Received – 3 Heard – 2
28-Feb-17	361/1549/2016/3B	256-258 Bridge Road, Pooraka	Place of Worship with Associated Activities and Cemetery, Carparking, Landscaping and Stormwater Arrangements	3	Approved with conditions	Received – 77 Heard at the 13-Dec-16 meeting
28-Feb-17	361/1812/2016/1X	Lot 512 Bolivar Road, Paralowie (Bolivar Road Interchange)	Corporate Directional Sign	1	Approved with conditions	N/A
28-Mar-17	361/1428/2016/2B	13 Ceafield Road, Para Hills West	Change of land use to General Industry (Manufacture of concrete panels), incidental parking of 1 tray top truck, 2 shipping containers and ancillary storage of materials and finished concrete panels	2	Approved with conditions	Received – 2 Heard – Nil
28-Mar-17	361/1755/2016/3B	1113-1117 Port Wakefield Road 73-79 Summer Road, Bolivar	Entertainment facility comprising three go kart tracks, family entertainment shed, mechanical shed, corporate shed, fuel storage tank and associated boundary fencing, signage, car parking, manoeuvring areas and landscaping	3	Refused	Received – 13 Heard – 4
28-Mar-17	361/1775/2016/2A	29-41 Resthaven Road, Parafield Gardens	Twenty one (21) two storey dwellings and associated internal driveway, landscaping and construction of new vehicle access and refuse collection area on Public Road	2	Approved with conditions	Received – 3 Heard – Nil
23-May-17	The meeting was been cancelled as the quorum could not be achieved. The development applications were considered under delegated authority by the Manager Development Services.					

1.3.1 Development Assessment Panel Annual Report for 2016/17

27-June-17	361/1144/2016/3B	701 – 709 Port Wakefield Road, Globe Derby	Mixed use development comprising Prayer Hall, Dining Hall and Library/Museum with associated facilities, including playground, carpark, caretakers residence, community garden and horse enclosure and removal of regulated tree.	3	Deferred at request of applicant	Received – 31 To be heard – 9
27-June-17	361/128/2017/2A	32 Nelson Crescent, Mawson Lakes	Two (2), Two Storey Dwellings	2	Approve	Received – 15 Heard - 5

Policy and operation matters referred to Councils Administration

Meeting Date	Description
24-Jan-17	<p>The panel requested a report on the policies and procedures for street tree removal, including the Council Tree Policy and the alignment with the Regulated and Significant Tree Policies of the Development Plan, Councils delegations and how the community can access HACC assistance with the maintenance of trees.</p> <p>Item 5.2.1 presented to DAP meeting held on 28 February 2017</p>

Applications subject to Appeal

Meeting Date	Application Number	Address	Proposal Description	Category	Decision	Appeal by	ERDC determination
Original DAP Decision Date 21-Jul-15	361/935/2015/3B	1955 Main North Road, Salisbury Heights	Market (Shops) in car park of existing hotel (Non-complying)	3 Non-Complying	Approved with conditions	Applicant	Withdrawn following approval of subsequent application.
27-Sep-16	361/1075/2016/2B	71-75 Woomera Avenue, Edinburgh 1-2 Gidgie Court, Edinburgh	Change of use from industry to material recovery facility (recycling depot) and service depot (including truck parking), construction of ancillary office and workshop, gas re-fuelling facilities comprising supply lines and storage, freestanding sign, removal of significant tree and associated vehicle parking, manoeuvring area, fencing and perimeter landscaping	2	Not determined by DAP as DAC was assigned relevant authority. Approved with conditions (by DAC).	Two representors	The appeal against Council was withdrawn when DAC was determined as relevant authority. Subsequent appeals have been lodged against DAC decision to approve the development has also been withdrawn.
28-Feb-17	361/1549/2016/3B	256-258 Bridge Road, Pooraka	Place of Worship with Associated Activities and Cemetery, Carparking, Landscaping and Stormwater Arrangements	3	Approved with conditions	Six representors	Pending courts determination.

ITEM	1.6.1
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Appointment of NAWMA Board Deputy Member to General Manager City Infrastructure
AUTHOR	Tami Norman, Manager Governance, CEO and Governance
CITY PLAN LINKS	4.2 Develop strong capability and commitment to continually improve Council's performance. 4.3 Have robust processes that support consistent service delivery and informed decision making.
SUMMARY	This report seeks an appointment from Council of a Deputy Board Member on the Northern Adelaide Waste Management Authority Board, following the retirement of Mr Lyall Thomas, who previously held the Deputy position to Mr Mark van der Pennen, General Manager City Infrastructure.

RECOMMENDATION

1. Mr Mark Purdie, Manager Field Services, be appointed as the deputy to Mr Mark van der Pennen, General Manager City Infrastructure on the Northern Adelaide Waste Management Authority Board for the remainder of the current term of Council.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 At the November 2014 Council meeting various appointments were made to representative/community organisations, including Board Member positions on the Northern Adelaide Waste Management Authority (NAWMA).
- 1.2 Current appointments to the NAWMA Board (until the conclusion of the current term of Council) are:
 - 1.2.1 Cr David Balaza (with Cr Betty Gill appointed as Deputy)
 - 1.2.2 Cr Julie Woodman (with Cr Graham Reynolds appointed as Deputy)
 - 1.2.3 Mr Mark van der Pennen, General Manager City Infrastructure (with Mr Lyall Thomas, former Manager Civil and Waste appointed as Deputy).
- 1.3 Following the retirement of Mr Thomas there is a need to appoint a new Deputy Member for Mr van der Pennen.

2. REPORT

- 2.1 The Functions of the NAWMA Board are:
- 2.1.1 The formulation of strategic plans including a Long Term Financial Plan and strategies aimed at facilitating the fulfilment of the objects and purpose of the Authority and improving the activities of the Authority.
 - 2.1.2 To provide professional input and policy direction to the Authority.
 - 2.1.3 Monitoring, overseeing and evaluating the performance of the Executive Officer of the Authority.
 - 2.1.4 Ensuring that ethical behaviour and integrity is established and maintained by the Authority and its Board Members in all activities undertaken by the Authority.
 - 2.1.5 Subject to Clause 7.4.13, ensuring that the activities of the Authority are undertaken in an open and transparent manner.
 - 2.1.6 The preparation and development of Business Plans to be considered in consultation with the Constituent Councils.
 - 2.1.7 Exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of another person.
- 2.2 Each Constituent Council must appoint three persons to the NAMWA Board which must have skills and/or knowledge in any of the following:
- 2.2.1 Marketing
 - 2.2.2 Legal/governance
 - 2.2.3 Business; and
 - 2.2.4 The local community.
- 2.3 Each Constituent Council shall also appoint a deputy for their Board members.
- 2.4 Council previously resolved that Mr Lyall Thomas, former Manager Civil and Waste the position of Deputy to Mr Mark van der Pennen, General Manager City Infrastructure has become vacant.
- 2.5 An outcome from recent program review activity has been the formation of the Field Services Division, which incorporates functions previously delivered out of Parks and Landscapes Division and Civil and Waste Division. Mr Mark Purdie is Manager Field Services, with operational responsibility for waste functions within Council.
- 2.6 Given the operational role held by Mr Purdie, and his relevant skills, knowledge and experience, it is proposed that he be appointed as the Deputy Board Member to the General Manager City Infrastructure.

3. CONCLUSION / PROPOSAL

- 3.1 There is a need to appoint a new Deputy Board Member to the NAWMA Board following the resignation of Mr Lyall Thomas.
- 3.2 Mr Mark Purdie has operational responsibility for waste functions within the Council, along with relevant skills, knowledge and experience that enable him to deliver the requirements of a NAWMA Deputy Board Member.
- 3.3 Council is asked to appoint Mr Mark Purdie, Manager Field Services to the position of NAWMA Deputy Board Member (as deputy to Mr Mark van der Pennen, General Manager City Infrastructure).

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14.08.17

ITEM	1.7.1
	POLICY AND PLANNING COMMITTEE
DATE	21 August 2017
HEADING	Salisbury City Centre Renewal - Branding and Tagline
AUTHOR	Michael Bennington, Manager Communications & Customer Relations, Business Excellence
CITY PLAN LINKS	<p>1.2 Be the place of choice for businesses to invest and grow within South Australia, nationally and internationally.</p> <p>1.3 Have a thriving business sector that supports community wellbeing, is globally oriented and creates job opportunities.</p> <p>1.4 Have well planned urban growth that stimulates investment and facilitates greater housing and employment choice.</p> <p>3.2 Have interesting places where people want to be.</p> <p>3.3 Be a connected city where all people have opportunities to participate.</p>
SUMMARY	<p>The endorsed Communications and Marketing Strategy for the Salisbury City Centre Renewal provides a dynamic marketing communication roadmap for the next five years and beyond to ensure the community of Salisbury is not just aware of the Salisbury City Centre developments but embraces this change positively.</p> <p>A key outcome of the strategy is the development of a revised brand. Following discussion at the June Council Meeting and a further information report at the July Council Meeting on a potential brand, a workshop was conducted with Council on the alternative branding strategies for the Salisbury City Centre renewal project.</p> <p>This report provides alternative taglines for consideration by Council.</p>
RECOMMENDATION	<ol style="list-style-type: none"> 1. That the information be received. 2. That “Creating Opportunities, Connecting People” be endorsed as the tagline for the Salisbury City Centre renewal project. 3. That the Community Hub Building Branding Principles as outline in this report (4.18 – 4.25) be endorsed.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Fuller - Tagline Rationale

1. BACKGROUND

- 1.1 The Salisbury City Centre Renewal Strategy (2012) was based on the 30 Year Plan for Greater Adelaide and Salisbury Council's City Plan 'Sustainable Futures'. The strategy details how the Salisbury City Centre will become a dynamic place where housing, jobs, shopping, services and transport all comes together in one compact location. The directions in the strategy have been reinforced in the Council's City Plan 2030, and provided with more detail through the Salisbury City Centre Urban Design Framework (2016).
- 1.2 Included in the renewal strategy are principles relating to the creation of green spaces within the City Centre, creation of active street frontages through the City, providing opportunities to establish residential and mixed-use developments and the revitalisation of the Salisbury Oval Precinct located close to the heart of the City Centre.
- 1.3 The most significant council components of the renewal strategy are the delivery of the Salisbury Community Hub project, occurring over the next three years, and the redevelopment of the Salisbury Oval Precinct.
- 1.4 These two major investments by the Council will serve as a major catalyst for the Salisbury City Centre Renewal, and as an adjunct to this investment Council will be seeking to attract private and government investment across the City Centre.
- 1.5 To support the delivery of the Salisbury City Centre Renewal Strategy a comprehensive Communication and Marketing Strategy has been developed, with the immediate focus being the Community Hub and Salisbury Oval Precinct.
- 1.6 At the Council Meeting held on 26 June 2017, Council resolved:
 1. *That the Draft Communication and Marketing Strategy as outlined in this report (Attachment 1, Item No. 1.7.2, Policy and Planning Committee, 19/06/2017) be endorsed.*
 2. *A report return to the July Council meeting outlining alternative branding strategies for the Salisbury City Centre Renewal and broader city marketing.*
- 1.7 A further information report was provided to Council at the July Meeting held on 24 July 2017, where Council resolved:
 1. *That the information be received.*
 2. *That a workshop be conducted with Elected Members to discuss further tagline options for the City Centre renewal project.*
- 1.8 A workshop was conducted with Elected Members on 31 July 2017 to discuss further tagline options for the City Centre renewal project.

2. CITY PLAN CRITICAL ACTION

- 2.1 Progress the revitalisation of the Salisbury City Centre.
- 2.2 Deliver a new community hub in the Salisbury City Centre incorporating learning centre, enhanced community spaces, civic facilities, offices and commercial space to stimulate investment opportunities.
- 2.3 Develop Salisbury Oval to include an integrated recreation and residential precinct.

3. CONSULTATION / COMMUNICATION

3.1 Internal

- 3.1.1 Executive and Senior Leadership Staff
- 3.1.2 Elected Members Informal Workshop Presentation on 16 May 2017 and presentation on 13 June 2017, along with an additional workshop on 31 July 2017.

3.2 External

- 3.2.1 Presentation and discussion with the Salisbury Business Association Board Meeting on 28 June 2017.

4. REPORT

- 4.1 The endorsed Salisbury City Centre Renewal Communication and Marketing Strategy provides a marketing communication roadmap initially for the first three to five years of the renewal to ensure the community of Salisbury is not just aware of the Salisbury City Centre developments but embraces this change positively.
- 4.2 The strategy framework allows Council the ability to be dynamic to the changing needs of the community as they embrace the City Centre Renewal.
- 4.3 The strategy has recommended a holistic approach focusing the community on the big picture outcome of the developments rather than only the individual components such as the new Community Hub, the redevelopment of the oval precinct or housing, transport or business redevelopment.
- 4.4 Underpinning the delivery of this strategy are four marketing principles, which set a direction for how all marketing is to be delivered. These are to:
 - 4.4.1 Promote authentic human experiences
 - 4.4.2 Provide a seamless interaction between the physical and online worlds
 - 4.4.3 Reflect the distinctive character of Salisbury
 - 4.4.4 Reinforce the constant connections between people and places and a sense of evolution
- 4.5 The strategy sets out five marketing objectives as the foundation to achieving the high level objectives of the strategy.
- 4.6 The first objective of the five objectives was to - *Build the Salisbury City Centre experience to reflect the ambition of the renewal.*
- 4.7 One of the tactics within Objective One is to: Develop a complete brand for the Salisbury City Centre.

- 4.8 It is clear that there are four elements of the Salisbury City Centre which best encapsulate the core essence required in the City Centre brand;
- 4.8.1 Living/evolving/active
 - 4.8.2 Social and welcoming
 - 4.8.3 Inspiring and innovative
 - 4.8.4 Energising and vibrant
- 4.9 As the strategy has been developed and endorsed, we are now focused on developing a brand for the renewal project.
- 4.10 A workshop was conducted with Elected Members on 31 July 2017 to discuss further tagline options for the City Centre renewal project.

Renewal Project Brand and Tagline;

- 4.11 In developing a brand for the renewal project, which is likely to have longevity for 3-5years. The core strategy for marketing the renewal project is to remain focused on the end goal – a successful and flourishing place for our community and business – and not just the individual elements of the renewal. Hence, the brand for the project allows communication of the full investment and outcomes.
- 4.12 The other important reason for developing a brand for the renewal project at this point in time is to appeal to the wide range of stakeholders and audiences vital to the success of the project. Unlike a pure place brand, there is a significant business and investment audience, in terms of trying to gain government and private sector investment in the City Centre.
- 4.13 This major investment will clearly change the offer and tone of the Salisbury City Centre, and this place brand, will need to evolve to reflect this.

Development of the Tagline;

- 4.14 In developing the tagline for the Salisbury City Centre renewal project, FULLER conducted a workshop with Elected Members to identify the unique attributes that makes the Salisbury City Centre as outlined below and attached:
- 4.14.1 The multicultural vibe
 - 4.14.2 Connectivity of the City Centre
 - 4.14.3 Opportunities available
 - 4.14.4 The people
 - 4.14.5 The differences to be experienced
 - 4.14.6 The sense of community pride and entrepreneurial spirit
 - 4.14.7 The true mix of business – all in one place
 - 4.14.8 The sense of a ‘high street’ which creates a great atmosphere
 - 4.14.9 The innovation and sustainability practices which have set the rest of Salisbury apart from other areas
 - 4.14.10 A long and proud history, alongside a modern and progressive future

- 4.15 The final tagline for the renewal project needs to take into account:
- 4.15.1 The characteristics of the City Centre – what makes it unique, its attributes, what makes it interesting and appealing.
 - 4.15.2 The wide-ranging audiences, the scope of renewal and the intended timeline of works. A tagline that can appeal to a variety of audiences, and which has flexibility to remain relevant over time.
 - 4.15.3 The tagline needs to clearly articulate the value proposition that resonates with the broader community.

Tagline Examples

- 4.16 Based on the discussion with Elected Members at the workshop on 31 July 2017, FULLER have proposed the three alternative taglines for the City Centre renewal project:
- 4.16.1 Connecting people, building opportunities
 - 4.16.2 Creating opportunities, connecting people
 - 4.16.3 Experience the difference
- 4.17 The preferred tagline from the proposed suggestions is “Creating opportunities, connecting people” as it identifies clearly the value proposition being delivered to the community through the City Centre revitalisation, will appeal to a variety of audiences and has flexibility to remain relevant over time.

Community Hub Building Branding Principles

- 4.18 The strategy endorsed by Council focuses on creating place brands for destinations with the first objective of the five objectives within the Salisbury City Centre Communications and Marketing Strategy being to - *Build the Salisbury City Centre experience to reflect the ambition of the renewal.* With the tactic to: Develop a complete brand for the Salisbury City Centre.
- 4.19 Successful cities are cities where people have an emotional attachment to a place. While community leaders and the people who keep the city safe and clean make a community, it is the people who have an “emotional connection” that make the City.
- 4.20 The ambition of the renewal is to excite the people of Salisbury and for the Community Hub in the Civic Square to become a true destination of choice. We want to transform the Civic Square into a true ‘place’ brand that encourages people to visit and enjoy spending time in the Hub or Square, and as a result the City Centre, as a destination.
- 4.21 Using our marketing principles from the strategy we will create an identity for the precinct which will be a destination place of choice that promotes authentic human experiences, reflects the distinctive character of Salisbury and reinforces the constant connections between people and places.
- 4.22 Working with FULLER we have refined the existing logo for the City Centre by carrying forward the key principles which were the ‘Salisbury City Centre’ wording and including the City of Salisbury corporate colours, the revised City Centre ‘Look and Feel’ now reflects the colour and vibrancy of Salisbury.

- 4.23 This 'Look and Feel' will be applied to the Community Hub wayfinding and external and internal visual elements of the building.
- 4.24 Based on the advice from FULLER as outlined in the Salisbury City Centre Communications and Marketing Strategy the Community Hub building will not have a brand name associated with it like "Stretton Centre" in Playford or "Bunjil Place" in Melbourne. There will not be an architectural feature associated with it in the form of a brand name designed into the external façade of the building. The building will have a name that describes the building for what it is ie Salisbury Community Hub, Community Hub, Hub or similar. At the appropriate time a workshop will be scheduled to discuss options.
- 4.25 The objective of our strategy is to create the City Centre, Civic Square and Community Hub into a true 'place and destination' that encourages people to visit and enjoy by spending time in the Community Hub or Civic Square as a destination of choice rather creating a brand for the building.

5. CONCLUSION / PROPOSAL

- 5.1 The Communications and Marketing Strategy for the Salisbury City Centre Renewal sets out the key strategies and objectives that will create a positive and informed community that will embrace the Salisbury City Centre renewal and stay connected during the revitalisation.
- 5.2 The strategy provides a marketing communication roadmap for the next three to five years that will underpin the City Centre renewal and capitalise on Council's investment while positioning us to best attract investment into our City Centre.
- 5.3 All Salisbury City Centre Renewal communication will reflect the principles outlined in this plan and our primary communications objectives.
- 5.4 The existing City Centre logo has carried forward the key principles around the 'Salisbury City Centre' wording and including the City of Salisbury corporate colours.
- 5.5 It is important that the tagline selected by Council identifies clearly the value proposition being delivered to the community through the Salisbury City Centre renewal project.
- 5.6 Once the tagline has been decided by Council it will be applied to the communications and marketing materials for the Salisbury City Centre renewal project.

CO-ORDINATION

Officer: EXECUTIVE GROUP
Date: 14.08.17

Salisbury City Centre Renewal Program Tagline

BRANDING AND TAGLINE RATIONALE AND DEVELOPMENT

FULLER has been working with the City of Salisbury since May to develop a marketing and communications strategy for the renewal of the city centre. This multi-million dollar investment programme will expand and energise the city centre, offering new services and opportunities, jobs, homes and premises for new businesses.

A comprehensive strategy has been developed, and we are now focused on developing a brand for the renewal program.

A brand is so much more than a logo or tagline. A brand is the essence or promise of what will be delivered or experienced.

One of the definitions we think best sums it up, is that a brand is what people say about you when you're not watching.

It must reflect a truth and it's a combination of many things – the logo, the products, the services, the customer experience, the stories told about the brand, the way its is presented on web and social media and the language used to describe it.

PROJECT BRAND AND CITY CENTRE BRAND

We are currently developing a brand for the renewal program, which is likely to have longevity for about 5 years. The core strategy for marketing the renewal program is to remain focused on the end goal – a world-class community renewal – and not just the individual elements of the renewal. Hence, the brand for the project allows communication of the full investment and outcomes.

The other important reason for developing a brand for the renewal project at this point in time is to appeal to the wide range of stakeholders and audiences vital to the success of the program. Unlike a pure place brand, there is a significant business and investment audience, in terms of trying to gain government and private sector investment in the city centre.

This major investment will clearly change the offer and tone of the Salisbury City Centre, and this place brand, will need to evolve to reflect this. As the renewal program takes shape, and there is a greater understanding of the unique elements of the new city centre, it will be appropriate to review the city centre place brand.

DEVELOPING A TAGLINE

In developing the tagline for the Salisbury City Centre renewal program, FULLER has taken account of:

- The characteristics of the city centre and the broader Salisbury area – what makes it unique, interesting and appealing.
- The core City of Salisbury brand. We have used the colours of the City of Salisbury brand to ensure the brands are complimentary and to ensure this significant investment is reflected back to the council’s core brand.
- The wide-ranging audiences, the scope of renewal and the intended timeline of works. We have sought to develop a brand that can appeal to a variety of audiences, and which has flexibility to remain relevant over this timeframe.

KEY WORDS AND THEMES

Aspirations for the city centre	Words we use
A destination in its own right	Community driven
Mixed and multi-use	Inclusive
Busy and active, all week, day and night	Innovative
Vibrant, attractive and welcoming	Exciting
Cultural and multi-cultural	Experience
Fun, interesting, colourful and modern	Difference
Sustainable, green and natural	Place
Useful and practical	Live - Living
Makes people feel good	Evolving
Flexible and changing	Thriving
Safe	Flourishing
Better services	Active
Generating wealth and investment	Social
Experience the difference	Welcoming
A place to share and exchange ideas	Colourful
Social heart of the City Centre	Multicultural
Live well	Inspiring
	Energising
	Contemporary
	Digital
	Engaging
	Growth
	Opportunity
	Environment
	Experiential
	Connected
	Destination
	Unique

In terms of the themes for developing the brand tagline, we have looked at:

- Aspiration, vision and leadership
- Ownership, participation and community
- Inspiration, innovation and energy
- The place, experience and destination

Underpinning all of this work is what makes the Salisbury City Centre unique:

- The multicultural vibe
- The true mix of small business, national brands, government, council – all in one place
- The sense of a 'high street' which creates a great atmosphere compared with large shopping centres
- The sense of community pride and entrepreneurial spirit
- The innovation and sustainability practices which have set the rest of Salisbury apart from other areas
- The combination of a long and proud history, alongside a modern and progressive future vision

POTENTIAL TAGLINES

Connecting people, building opportunities

The investment in the Salisbury City Centre is all about giving people opportunities – opportunities for new employment, to start new businesses, to buy their first home, for better education and great recreation. These opportunities are being built both through the physical infrastructure of new buildings, homes and facilities, and by connecting people in new, modern ways.



Creating opportunities, connecting people

Salisbury has always been a place where people create opportunities to better themselves and the lives of their families. It's a place which is welcoming, of new people and new ideas. The programme of investment in Salisbury City Centre is all about creating new opportunities, for new jobs, new businesses, new homes, and new recreation. It's also connecting people and all the elements of the city centre in a new and exciting way.



Experience the difference

Salisbury is proud to be different, and its city centre is no different. It's vibrant, welcoming and full of people making the most of new opportunities. The five-year investment in the city centre is all about providing new experiences – new jobs, new businesses, new homes, new shops and restaurants and new education and leisure opportunities. It's taking about creating a new vibrancy and experience in the city centre.

