

His Worship the Mayor
Councillors
City of Marion

Notice of Special General Council Meeting

Public Access via Virtual Meeting Room (Zoom) only

Tuesday, 28 September 2021 at 6.30 pm

The CEO hereby gives Notice pursuant to the provisions under Section 83 of the *Local Government Act 1999* that a General Council Meeting will be held.

A copy of the Agenda for this meeting is attached in accordance with Section 83 of the Act.

Meetings of the Council are open to the public. Due to COVID-19, interested members of the community are welcome to attend by electronic means. Access to the meeting is via the link published on the City of Marion website (<https://www.marion.sa.gov.au/about-council/council-meetings/council-meeting-livestream>) on the day of the meeting.



Tony Harrison
Chief Executive Officer

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1 Open Meeting

2 Kaurna Acknowledgement

We acknowledge the Kaurna people, the traditional custodians of this land and pay our respects to their elders past and present.

3 Disclosure

All persons in attendance are advised that the audio of this General Council meeting will be recorded and will be made available on the City of Marion website.

4 Elected Member Declaration of Interest (if any)

5 Corporate Reports for Decision

5.1 Glenthorne National Park City Wide Attraction

Report Reference	SGC210928R5.1
Originating Officer	Open Space and Recreation Planner – Rebecca Deans
Corporate Manager	Acting Manager City Activation - Brett Grimm
General Manager	General Manager City Development - Ilia Houridis

REPORT OBJECTIVE

To provide Elected Members the opportunity to review and endorse the final design prepared by DEW prior to DEW calling tenders for construction for the City Wide Attraction for Glenthorne National Park – Ityamaitpinna Yarta, and release the second installment of \$1.0M in line with the Grant Funding Agreement.

REPORT HISTORY

Report Reference	Report Title
EMF210817	Glenthorne National Park City Wide Attraction
GC200609F02	City Wide Attraction – Glenthorne National Park

EXECUTIVE SUMMARY

Department Environment Water (DEW) and Taylor Cullity Lethlean (TCL) have provided a final concept of the City Wide Attraction at Glenthorne National Park.

The design reflects the requirements set out in the service levels endorsed in the Playground Framework Service Levels for a City Wide Attraction and the Scope of Work as detailed in the Grant Funding Agreement.

Administration have reviewed the preliminary cost estimate to ensure the City of Marion contribution meets the agreement and provides community value. However, there may need to be refinement in the design based on tender prices. Staff from the City of Marion will be involved in this process should scope need to change, to ensure the intent of the design remains.

The design will be assessed by an independent Level 3 auditor to ensure it is compliant with

playground standards.

Council has committed \$2.0M towards the construction of the City Wide Attraction Playground. The final \$1.0M installment of grant funding, will be paid on endorsement of the final design, prior to calling for tenders for construction.

Administration have provided extensive feedback during the design process for the designers to review as part of design development and construction phase. DEW Staff will be in attendance to present the final design, cost estimates and take questions from Elected Members.

Administration will continue to have visibility on the project via the Grant Funding Agreement and the reporting outlined in the Schedules and Annexures to the Agreement. It is anticipated that DEW will inform Council of progress at key stages in the delivery of this project, such as tender selection, construction and in the lead up to the opening of the venue.

RECOMMENDATION

That Council:

- 1. Endorses the final design prior for the Department of Environment and Water to call tenders for construction.**
- 2. Approves release the \$1.0M second and final installment of the grant in line with the Grant Funding Agreement, on receipt of a tax invoice from the Department of Environment and Water.**
- 3. Note that Administration will monitor the project in line with the Grant Funding Agreement.**
- 4. Write to the Minister for Environment and Water, to inform the Minister of Council's resolution.**

GENERAL ANALYSIS

Liveable	The City Wide Attraction at Glenthorne National Park - Ityamaitpinna Yarta will provide accessible open space with more opportunities for recreation and social interaction.
Valuing Nature	We will provide a playground that will celebrate and integrate with nature; fostering lifelong connection and education.
Prosperous	Will activate the city through a quality playground and draw visitors from around the state.
Timeline	DEW have proposed the playground be constructed by April 2022.
Current Budget Allocation	\$2.0M has been allocated to the construction of the playground as per the Grant Funding Agreement.
Other Funding Sources	DEW have committed to further funding of the playground and associated infrastructure at the National Park.

DISCUSSION

At the General Council meeting 9 June 2020, it was recommended

That Council:

- 1. Endorses a partnership with State Government to construct a City Wide Attraction playground at Glenthorne National Park.*

2. *Endorses investment via grant of \$2.0 million towards the construction of the City Wide Attraction, subject to a funding deed being approved by Council and the Minister for Environment and Water which sets out responsibilities for design, tender, build and maintenance.*
3. *Notes a commitment from the State Government towards the Nature Play Area (Glenthorne Hub) and immediate surrounding facilities.*

A Grant Funding Agreement between the Department for Environment and Water (DEW) and the City of Marion was executed 21 January 2021. The Agreement outlines two key milestones to release funds from Council:

1. Valid execution of the agreement to the satisfaction of Council to release the first \$1.0M, which was achieved 27 May 2021 and accordingly, \$1.0M was provided to progress design of the City Wide Attraction. - **COMPLETE**
2. Council endorsement of final design prior to calling tenders for construction to release the final \$1.0M payment. – **CURRENT CONSIDERATION**

Staff from the Open Space and Recreation Planning team sit on the Project Control Group (PCG) for the development of the City Wide Attraction. The project brief within the funding agreement describes the types of facilities that should be used as a guide to developing a City Wide Attraction:

- Extensive play equipment, ie swings, slide, combination system, climbing structures, nature play
- Opportunity for site specific elements
- Soft fall
- Seats, multiple picnic facilities, BBQ, drink fountains
- Vegetation amenity plantings including adequate plantings for shade
- Pathways
- Shade and Shelter. Potential for artificial shade over play equipment
- Amenity landscaping
- Car parking / storm water works
- Integrated public art
- Toilets

The Council requires the following from the playground design, which are requirements included in the Grant Funding Agreement:

- Palette of natural materials
- Iconic elements with a WOW factor
- Accessible elements
- Transition to nature play areas from the picnic area
- Use of the hill and mature trees
- Interpretive, imaginative elements relating to the history of the site
- Design to include a transition from toddler play to more challenging destinations
- Signage reflecting the partnership with Council.

TCL have been appointed by DEW to develop the design for the playground. Please see Attachment 1 for the final design proposed to progress to tender.

The Funding Agreement between the City of Marion and the Minister for Environment and Water (refer to Attachment 2) details a brief of what is expected from the City Wide Attraction. In summary, Administration advises that:

- While the playground is limited to 5,900m², there is an opportunity to extend nature play into other areas with walking trails that celebrate historical and cultural themes. This scope of work is within the wider DEW funding for Glenthorne National Park.

- The WOW factor is detailed in the iconic adventure tower which has some added elements to increase its play value. The Rock Escarpment is also considered a supplementary WoW element.
- Nature Play elements are throughout the site and provide multiple play opportunities.
- The designers have worked with Karl Telfer to deliver Kurna / Indigenous play and education opportunities throughout the site, wider than the playground.
- European Heritage has been acknowledged through interpretive trails and playable art.
- Public art is considered throughout the site, including sculpture, rock carvings and Kurna interpretation nodes.
- Connections to the broader precinct and other features within the National Park have been considered in a large trail network and road system.

Key features include

- A variety of play opportunities including swinging, sliding, spinning, climbing, balancing, loose parts and quiet play are included and listed below:

Entry Play

- Basket swing and toddler seat
- Universal seesaw
- Universal Access Spinner
- 3x Sound Sculptures
- Log and rock challenges
- Creek Play
- Sand play featuring fossils
- Rock Fossils for etching

Escarpment

- 3x Slides 5m, 3.5m (accessible), 1.5m (accessible)
- Tree Tower with lookout and connecting slide
- Lookouts and interpretive zones
- Crawl tunnels
- Bouldering wall
- Rock and log challenges
- Rock etching

Log Forest & Ceremony Space

- Hammock Swing
- Cubby Building
- Sand play
- Balancing Log Maze
- Rock and log challenges
- Tree sculptures
- Interpretation

Adventure Play

- Pivot Basket swing
- Log Climb Structure
- Monkey Bar
- Hollow tree log tunnel
- Log ladder
- Climbing Rope with platforms
- Rope and log creek obstacle crossing
- Log and rock challenges
- Creek play

- Accessible features including carousel, seesaw, musical sculptures, fossil hunt table, 2x accessible slides, basket swing, pivot swing, hammock swing are designed, and accessible pathways have been considered
- The play landscape is supported by key facilities including Toilet block, picnic shelters, barbecues, and drinking fountains.

The design presented provides a playground that complies with the needs of the City of Marion, as set out in the Agreement. Administration provided extensive feedback during the design process with final considerations considered by DEW provided as Attachment 3. DEW have advised that a number of these have been incorporated into the final design, including:

- Additional swing will be added
- Creek crossings will be highlighted in the presentation and include a range of options, including a boardwalk, stone/rock and log crossings.
- Interpretation nodes will be a mixture of opportunities including through the whole main visitor hub/nature play space.
- Adventure tower will include elements for a range of age groups.

The following will be covered in greater detail during DEW's presentation:

- Adventure zone, Accessibility, Play elements, including the Seesaw and inclusive play elements.
- Indigenous and European Historical elements – noting that there are elements also planned within the visitor hub area which links into the nature play space. This will include a range of interpretation activities including augmented reality and insitu signage.

The preliminary cost estimate by RLB indicates play elements as between 40-50% of the budget which is on par with similar projects experienced within council. This includes the cost of the rock escarpment. CoM contribution will also part fund site preparation, earthworks, soft fall, pavements, landscaping, playable art and interpretation relevant to the playground area.

DEW are funding boardwalks, seats, picnic settings, drink fountains, toilets, shelters, barbecues, path networks/ trails, carparks, planting to creek line, services and stormwater infrastructure.

There may need to be some changes in scope once the tender is awarded and final costs are known. City of Marion staff will be engaged in determining any changes in scope.

Timelines presented by DEW are condensed and rely on a smooth procurement and construction process. There is a risk that timelines will be lengthened.

The City of Marion will be involved in promotional opportunities and site activities as per the funding agreement. Dates for these events are yet to be set but will be advised by DEW.

Next Steps:

- DEW will facilitate the tender process and invite a CoM staff member to sit on the tender panel.
- Construction will begin later this year. CoM staff be engaged during the construction phase.
- Playground is scheduled to open April 2022.

Council requirements and DEW responsibilities are being met and will continue to be monitored throughout the detailed design, tender and construction process in line with the Grant Funding Agreement.

ATTACHMENTS

1. Signed Deed [5.1.1 - 21 pages]

2. TCL NATURE PLAY - CONCEPT DESIGN Council Presenatation Sept 21 [**5.1.2** - 34 pages]
3. CoM Final Design Comments [**5.1.3** - 1 page]

DATED _____ DAY OF _____ 2020

GRANT FUNDING AGREEMENT

BETWEEN :

CITY OF MARION
(The Council)

AND

MINISTER FOR ENVIRONMENT AND WATER
("Minister")

*Glenthorne National Park- Ityamaitpinna Yarta – City Wide
Attraction*

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SCHEDULE

ANNEXURE A - PROJECT TARGET TABLE

ANNEXURE B - MANNER OF PAYMENT

ANNEXURE C – FINAL REPORT

THIS AGREEMENT is made the day of 2020

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BETWEEN:

CITY OF MARION, 245 Sturt Road, STURT SA 5047 (the "Council").

AND

MINISTER FOR ENVIRONMENT AND WATER a body corporate under the *Administrative Arrangements Act 1994* of Level 10, 81-95 Waymouth Street, Adelaide, South Australia 5000 ("Minister")

BACKGROUND

- A. The Council has agreed to pay to the Minister the Grant for the purpose of the Project on the following terms and conditions set out in this Agreement.
- B. The purpose of the Project is for The Minister to construct a City Wide Attraction Playground at Glenthorne National Park-Ityamaitpinna Yarta.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the contrary intention appears:

- 1.1.1 "Agreement" means this Funding Agreement between the parties and includes the Schedule;
- 1.1.2 "ANTS GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- 1.1.3 "Business Day" means any day that is not a Saturday, Sunday or public holiday in South Australia;
- 1.1.4 "Commencement Date" means the date specified in Item 2 of the Schedule;
- 1.1.5 "Completion Date" means the date specified in Item 3 of the Schedule;
- 1.1.6 "The Council's Representative" means the representative of the Council specified in Item 7 of the Schedule;
- 1.1.7 "Grant" means the amount specified in Item 5 of the Schedule, which is exclusive of GST;
- 1.1.8 "Grant Account" means an interest bearing account in the name of the Department for Environment and Water;
- 1.1.9 "GST" means the tax imposed by the GST Law;
- 1.1.10 "GST Law" has the meaning attributed in the ANTS GST Act;
- 1.1.11 "Intellectual Property Rights" means any patent, copyright,

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trademark, tradename, design, trade secret, know how or other form of confidential information, or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of this Agreement;

1.1.12 **"The Minister's Representative"** means the representative of the Minister specified in Item 7 of the Schedule;

1.1.13 **"Prescribed Rate"** means:

- a) a rate of interest (expressed as a percentage per annum) equal to the maximum indicator lending variable rate (for bank's business loans for large business) published in the *"Reserve Bank of Australia Bulletin"* monthly by the Reserve Bank of Australia, for the month in which interest commences to be payable; and
- b) If for any reason the rate cannot be determined in accordance with paragraph (a), then the rate will be such rate as is determined by the Minister having regard to comparable indices or reference rates then available.

1.1.1 **"Project"** means the project described briefly in Item 4 of the Schedule and in detail in Annexure A;

1.1.2 **"Repayment Amount"** means:

- (a) all unspent amounts paid by the Council to the Minister under this Agreement up to the Repayment Date; and
- (b) interest on each of those amounts (or so much of it as remains unpaid for the time being) calculated at the Prescribed Rate applicable over the relevant period, from the date or dates on which the Council pays the Grant to the Minister, to the date on which the amount is paid in full;

1.1.3 **"Repayment Date"** means the date upon which the Council demands payment of the Repayment Amount from the Minister;

1.1.4 **"Repayment Events"**

The occurrence of any of the following events are Repayment Events:

- (a) if the Minister breaches any of its warranties or undertakings under this Agreement; or
- (b) any of its obligations under this Agreement and has not rectified such breach within the time frame specified in a

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notice given in writing by the Council to the Minister requiring rectification of the breach;

- (c) If the Minister breaches its undertaking to commit its own funds to the Project in the amount specified in Item 5 of the Schedule.

1.1.5 "State" means the State of South Australia;

1.1.6 "Tax Invoice" has the meaning attributed in the GST Law;

1.1.7 "Taxable Supply" has the meaning attributed to that expression in the GST Law;

1.1.8 "Term" means the period commencing on the Commencement Date and expiring on the Completion Date; and

1.1.9 "Termination Date" means the earlier of the following:

- (a) the Completion Date; or
(b) if the Council terminates this Agreement pursuant to clause 6.1, the date on which notice of such termination is given to the Minister.

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- 1.2.1 any word importing the plural includes the singular and vice versa;
- 1.2.2 any word importing a gender includes all other genders;
- 1.2.3 a reference to a person includes a corporation;
- 1.2.4 headings do not affect the interpretation or construction; and
- 1.2.5 a reference to a clause, Schedule or Item in a Schedule is a reference to a clause, Schedule or Item in a Schedule of this Agreement.

1.3 Background Information

The parties acknowledge and agree that the Background is true and correct in every particular, and shall be read with and form part of this Agreement.

2. GRANT

- 2.1 The Council will make the Grant to the Minister and the Minister must apply the Grant for the purposes of the Project.
- 2.2 The Council's obligation to make the Grant is subject to the provisions of this Agreement.

- 2.3 The Council shall not be obliged to make the Grant unless and until all authorisations, approvals, consents, licenses, exemptions, registrations and other requirements which are necessary for the undertaking of the Project have been obtained by or satisfied by the Minister.
- 2.4 The Council shall provide the Grant in the manner specified in Annexure B.
- 2.5 The Minister agrees to provide \$1.2 million towards the development of infrastructure and public amenity associated with the Nature Play area. This is separate to the \$2 million provided by Council.

3. GST

- 3.1 The parties acknowledge that compliance with obligations or the grant of rights under this Agreement by the Minister is a Taxable Supply and the Minister is liable to pay GST on this Taxable Supply.
- 3.2 The Council will pay in addition to the Grant an amount ("GST payment") calculated by multiplying the Grant by the rate at which GST is levied at the time of this Agreement.
- 3.3 The Council is not liable to pay the GST payment or any instalment of the GST payment unless the Minister has delivered to the Council a valid Tax Invoice under the GST Law, referable to the Grant and associated GST payment.

4. STEERING COMMITTEE

The Minister shall invite a representative of the Council to participate in the steering (or other agreed project control mechanism) committee which shall be formed by the Minister to control and manage the Project.

5. VARIATION TO SCOPE OF PROJECT

- 5.1 The Minister may at any time during the Term propose in writing to the Council a variation in the scope of the Project and give details of any associated change in funding (i.e. budgetary) requirements.
- 5.2 The Council may in its absolute discretion accept or reject the proposed variation and agree or refuse to increase the amount of the Grant to cover any related increase in funding requirements.
- 5.3 If the Council accepts the Minister's proposal to vary the scope of the Project and any associated request for additional funding:

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- 5.3.1 the Minister will carry out the Project as varied;
- 5.3.2 the Council will provide the additional funding requested; and
- 5.3.3 the terms and conditions of this Agreement will apply to the Project as varied.

6. REPAYMENT

- 6.1 If a Repayment Event occurs, the Council may immediately terminate this Agreement by notice in writing given to the Minister then any obligation of the Council to make any further payment to the Minister shall cease and the Minister may, in the Council's absolute discretion, be required to pay the Repayment Amount to the Council.
- 6.2 The Minister enters into the obligation to pay the Repayment Amount pursuant to this clause 6 with the intention that it is a legally binding, valid and enforceable contractual provision against the Minister.
- 6.3 Nothing in this clause prevents the Council from recovering from the Minister any other amount to which the Council is or becomes entitled under this Agreement.
- 6.4 If at the Completion Date, or the date of any earlier termination of this Agreement, any part of the Grant or interest earned thereon remains in the Minister's Grant Account pursuant to this Agreement the Minister must immediately repay this amount to the Council.

7. MINISTER'S WARRANTIES AND UNDERTAKINGS

- 7.1 The Minister undertakes to the Council:-
 - 7.1.1 that except with the prior consent in writing of the Council, it will not use the Grant for purposes other than the Project;
 - 7.1.2 that at the Commencement Date no Repayment Event has occurred or is occurring;

- 7.1.3 that it will inform him/her in writing immediately on the Minister becoming aware of or when the Minister ought reasonably to have become aware of the happening of a Repayment Event;
- 7.1.4 that it will keep separate accounts and financial records in relation to the Grant to which this Agreement relates;
- 7.1.5 that it will provide the Council with those reports specified in Item 6 of the Schedule and such other information as the Council may reasonably require to enable him/her to monitor the Minister's performance of its undertakings and obligations under this Agreement;
- 7.1.6 that all records and other documentation required to be kept by the Minister under this Agreement and under any other legislation or statutory instrument will upon the giving of fourteen (14) days notice be available to the Council for inspection at Sturt at all times during normal business hours;
- 7.2 The Minister must commence undertaking the Project within thirty (30) Business Days of the Commencement Date and must complete the Project by not later than the Completion Date unless otherwise negotiated.
- 7.3 The Minister acknowledges that the warranties and undertakings made in this clause 7 have induced the Council to agree to make the Grant to which this Agreement relates.
- 7.4 The Minister must disclose to the Council the source and amount of any funding or financial assistance apart from the Grant that it has or does receive for the purpose of the Project.

8. INSURANCE

The Minister warrants that it is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("SAICORP") in respect of its obligations pursuant to this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Minister warrants that in undertaking the Project the Minister is not infringing the Intellectual Property Rights of any person.
- 9.2 The Minister shall indemnify and shall keep the Council in right of the State indemnified from and against all reasonable costs, expenses and liabilities arising out of or in connection with any claim that in undertaking the Project the Minister infringes the Intellectual Property Rights of any

person.

10. **AUTHORISATION AND APPROVALS**

- 10.1 The Minister may authorise any person whom he selects to exercise any of his powers or rights under this Agreement and may vary or revoke an authorisation at will.
- 10.2 The Minister may conditionally or unconditionally give or withhold his approval or consent in his absolute discretion unless this Agreement expressly provides otherwise.

11. **PUBLICITY**

- 11.1 The Minister must ensure that any media release or publicity material issued by the Minister in relation to the Project or the Grant acknowledges the contribution made by the Council.
- 11.2 The Minister shall consult the Council before initiating any publicity, such as an official opening or similar ceremony and the content of any signage or other written publication must acknowledge the contribution of the Council in the manner specified by the Council.

12. **GENERAL**

12.1 **Assignment by the Minister**

- 12.1.1 Subject to clause 12.1.2, the Minister may not without the written consent of Council assign its right, title and interests under this Agreement to a third party.
- 12.1.2 At any time during the Term the Minister may assign its right, title and interest under this Agreement to any agency or instrumentality of the Crown.

12.2 Entire Agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter and it supersedes any prior agreement or understanding of the parties on the subject matter.

12.3 Governing Law

12.3.1 This Agreement is governed by the laws in the State.

12.3.2 The courts of the State have exclusive jurisdiction in connection with this Agreement.

12.4 No Waivers by the Council

The Council waives a right under this Agreement only by written notice to that effect. Nothing else done or omitted to be done by the Council in relation to the Council's rights under this Agreement will have the effect of a waiver.

12.5 Modification

12.5.1 It is acknowledged by the parties that the terms and conditions of this Agreement may by agreement of the parties be modified.

12.5.2 Any modification of this Agreement must be in writing and signed by each party.

12.6 Severability

If any part of this Agreement is or becomes void or unenforceable or if this Agreement would, if any part were not omitted, be or become void or unenforceable then: –

12.6.1 that part will be severable without affecting the remainder of this Agreement and this Agreement will then be read as if that part were not contained in it; and

12.6.2 the parties will attempt to renegotiate that part in good faith.

12.7 Costs

Each party will bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

12.8 No Mutual Liability

Nothing in this Agreement constitutes a partnership, joint venture or association of any kind between the Minister and the Council or renders them liable for the debts or liabilities incurred by each other.

12.9 Notice

12.9.1 Notice must be in writing and signed either by the party or by the agent of that party.

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12.9.2 Notice can be given to a party: –

- (a) personally;
- (b) by pre-paid post to the recipient's address set out in this Agreement, in which case the notice is deemed to be received at the time at which it would be delivered in the ordinary course of the post;
- (c) as permitted by the Corporations Law or any other statute or regulation.

12.9.3 The addresses and numbers for service are: –

The City of Marion

245 Sturt Road,
STURT SA 5047

The Minister

Level 10, 81-95 Waymouth Street
ADELAIDE SA 5001

12.9.4 A party may from time to time change its address or number for service by notice to the other party.

12.10 Rectification of Defects in the Agreement

If any provision of this Agreement is, or becomes defective, and the Council consequently is unable to enforce any of the Minister's obligations under this Agreement, and the defect is capable of remedy, the Minister must do all things reasonably required to remedy the defect.

12.11 Comply with Laws

12.11.1 When carrying out any activity in connection with the Project, the Minister must comply with all applicable laws relating to that activity, including (but not limited to) laws requiring the obtaining of approvals, consents, licences and registrations.

12.11.2 Where the Minister becomes aware of any breach by it of any law or laws in force in the State which breach arises out of or occurs or in respect of any activity carried out by the Minister

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in connection with its use of the Grant, the Minister must forthwith notify The Council's Representative in writing of the occurrence of that breach and as to the particulars of that breach.

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EXECUTED AS AN AGREEMENT

SIGNED by ADRIAN SKOLE CEO

for and on behalf of the **CITY OF MARION**

as its duly authorised delegate in the presence of:

P. Bartlett

Witness

(Print Name: DANA BARTLETT

SIGNED by David Sparks MP

for and on behalf of

being a person duly authorised in that regard

in the presence of:

Rosemary Smith

Witness

(Print Name: Rosemary Schultz)



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SCHEDULE**Item 1**

Minister for Environment and Water
Level 10, 81-95 Waymouth

Street ADELAIDE SA 5001

PH: (08) 8463 56680

Item 2**Commencement Date**

Upon execution of this Agreement or such other date as is mutually agreed in writing by the parties

Item 3**Completion Date**

30 June 2022

Item 4**Project**

Glenthorne National Park- Ityamailpinna Yarta-City Wide Attraction Nature Play Area

Item 5**Total Amount of Grant**

The total amount of the Grant will not exceed 100% of the total cost of the Project listed in Annexure A, and in no circumstances will the total amount of the Grant exceed \$2,000,000.

The Council has made this funding commitment in granting approval for the Project based on Minister's undertaking that:

- the Minister will pay \$1,200,000 towards the associated infrastructure and public amenity.

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Item 6**Reports**

1. The Minister must provide the Council's Representative with the following reports:
 - a. such reports as the Council may by notification in writing require from time to time;
 - b. a report no later than 30 Business Days following the Completion Date.
2. The reports must contain:
 - a. in relation to the report referred to in 1(a), such material or information as the Council may specify in the written notice given to the Minister requiring provision of that report; and
 - b. in relation to the report referred to in 1(b), a signed Final Report as specified in Annexure C.
3. At the request of the Council's representative, the Minister may be required to provide a report on the expenditure of the Grant including evidence of actual expenses incurred in relation to the project. At the Council's option that report may be referred to an independent external auditor.

Item 7**The Council's Representative**

Ilia Houridis

The Ministers RepresentativeJarrod Eaton

ANNEXURE A

PROJECT TARGET TABLE AND BRIEF

ACTIVITY	TARGET OUTCOMES	COST COUNCIL FUND	COST MINISTE R	COST TOTAL
Glenthorne National Park - Ityamaiipinna Yarta – City Wide Attraction Nature Play Area	Development of a City Wide Attraction Nature Play Area at Glenthorne National Park - Ityamaiipinna Yarta.	\$2,000,000	\$1,200,000	\$3,200,000
TOTAL		\$2,000,000	\$1,200,000*	\$3,200,000

*Includes \$100,000 provided through the City Deals Project from the Australian Government

City Wide Attraction – Glenthorne National Park Nature Play Area

Project Brief

INTRODUCTION

The new Glenthorne National Park- Ityamaitpinna Yarta with Glenthorne property as its 'Hub' will become a city wide attraction that will benefit the environment, protect our shared heritage and become a vitally important asset to surrounding communities.

Creating Glenthorne National Park is a once-in-a-lifetime opportunity to weave together a series of protected places and add the former Glenthorne Farm to the heart of the precinct. The outcome will be around 1,500 hectares of precious open space, planned and preserved for people and wildlife to thrive within. Glenthorne National Park- Ityamaitpinna Yarta will make a significant contribution to Adelaide's green open space and will provide opportunities for recreation, environmental and cultural protection, restoration and interpretation.

Located in the heart of the southern suburbs approximately 18km from Adelaide's CBD, Glenthorne National Park- Ityamaitpinna Yarta will incorporate existing well established parks managed by the Department for Environment and Water (DEW). This includes Marino Conservation Park, Hallett Cove Conservation Park, the former O'Halloran Hill Recreation Park as well as Happy Valley Reservoir (managed by SA Water), and the Glenthorne property.

The Council proposes to partner with DEW to create a City Wide Attraction Nature Play Area within the heart of Glenthorne National Park- Ityamaitpinna Yarta.

City Wide Attraction

Within the endorsed Playground Policy for Council the Playground hierarchy describes the level of playgrounds and types of facilities that may exist within the playground and include definitions and user catchment distances for hierarchies. These are to be used as a *guide* in the provision of playground planning.

The City Wide Attraction is described below.

Categories	Description
Purpose	A space that attracts city wide visitors and tourists. The space will offer a unique play and recreation opportunity that celebrates the Council sense of place in addition to offering environmental benefits through the enhancement of natural landscapes. A City Wide Attraction will be aligned to a placemaking opportunity facilitating economic development, community capacity building and stewardship.
User catchment	Large catchment serving residents city wide and state wide tourists. A City Wide Attraction will cater for a diversity of users from passive recreation, family picnics, and community group gatherings to larger events. It will include universal design principals providing access to the wider community.
Types of facilities	A City Wide Attraction is likely to include play equipment of various forms inclusive of custom iconic play pieces, nature play, experiential features, toilets, car parking, and amenities such as picnic tables and shelters, shade structures with consideration of shade over playground equipment, BBQ's and public art. A City Wide Attraction would cater for all ages and abilities, providing amenities to enable long stays.

Endorsed service levels guide the types of facilities that may be constructed within a City Wide Attraction:

- Extensive play equipment ie swings, slide, combination system, climbing structures, nature play
- Opportunity for site specific play elements
- Soft fall

- Seats, multiple picnic facilities, BBQ, drink fountains
- Vegetation amenity plantings including adequate plantings for shade
- Pathways, including civil
- Shade and Shelter. Potential for artificial shade over play equipment
- Amenity landscaping
- Car parking / storm water works
- Integrated Public art
- *Toilets

Service levels are site dependent and should respond to site conditions.

Project Vision and Objectives

A City Wide Attraction at Glenthorne National Park- Ityamaitpinna Yarta will provide a high quality, unique play area at the heart of the national park that will attract residents and tourists.

The following aspects are visioned:

- Nature play style playground similar to Mukanthi play space at Morialta Conservation Park
- A City Wide Attraction that attracts local residents and tourists
- A play area that reflects the site history

SCOPE OF WORK

The Council requires the following from the *playground design*

- Palette of natural materials
- Iconic Elements with a WOW factor
- Accessible elements
- Transition to nature play areas from the picnic area
- Use of the hill and mature trees
- Interpretive, imaginative elements relating to the history of the site
- Design to include a transition from toddler play to more challenging destinations
- Signage reflecting the partnership with Council

The Council requires the following from the *project*

- Being an active member of the project control group
- Consultation with the Council (including Executive and Elected Members) and Community stakeholders on playground options
- Council endorsement of final design prior to calling for tenders for construction.
- Attend site meetings as a member of the Project Control Group.
- An acquittal process that DEW must report on
- A Council sign (we can provide) during construction at the site so people can see that we are the co-investor
- References the Council as an equal funding partner in all media
- That the Council are part of sod turning and opening event
- Any plaque etc includes the Council.

DEW will be responsible for

- Implementation and coordination of a Project Control Group to manage the design and construction of the playground. This group is to involve a member(s) of the Council staff.
- Overseeing the budget, expenditure and financial and Ministerial reporting
- Seeking all relevant approvals to facilitate the construction of the playground
- Community and stakeholder consultation
- Procurement, engagement and contract management of consultants and contractors
- Construction of the playground
- Consult with the Council about any variations to the design of the playground during delivery
- Maintenance and upkeep of the playground throughout its life cycle

ANNEXURE B**MANNER OF PAYMENT**

The Grant shall be paid, in two instalments of \$1,000,000 as follows:

1. \$1,000,000 on valid execution of this Agreement to the satisfaction of the Council;
and
2. \$1,000,000 on Council endorsement of final design prior to calling tenders for construction,

Provided that a tax invoice is provided to the Council by the Minister in accordance with the GST Act for the amount of each instalment.

Following receipt of the Grant, the Minister must:

- pay the Grant into the Grant Account;
- apply the grant solely towards the Project specified in Annexure A;
- retain in the Grant Account all interest earned on the Grant and apply this money solely towards the Project specified in Annexure A;
- provide a Final Report on completion of the Project as specified in Item 6 of the Schedule.

ANNEXURE C – FINAL REPORT**CITY OF MARION GRANT 2020****Minister:** Minister for Environment and Water**Project:** Glenthorne National Park – City Wide Attraction Nature Play Area

TOTAL COUNCIL CONTRIBUTION	\$2,000,000
Minister contribution	\$1,100,000
City Deals Project	\$100,000
TOTAL PROJECT FUNDING	\$3,200,000
TOTAL PROJECT EXPENDITURE	\$3,200,000

* Including interest accrued (see Annexure B).

Certification

I hereby certify in accordance with the conditions under which this Grant was accepted that:

- The expenditure shown in this report and any attachments have been incurred.
- The expenditure relates solely to the work covered by the Grant.
- The rates, computations and costs shown in this Report are correct.
- None of the payments or any part thereof has been included on any previous Report.
- None of the payments or any part thereof has been sought from, or paid by any funding source other than those listed on this Report or attached table.

Project Manager

 Signature

JARROD EATON

Name

21/01/2021

Date

Minister

 Signature

DAVID JAMES SPEIRS

Name

18/01/2021

Date

Glenthorne National Park

Nature Play



Deed Requirements

Budget / Contributions:

- **Nature Play Elements - \$2m from CoM**
- **Main Visitor Hub - \$5.2m.**
(Inclusive of nature play zone & supportive infrastructure roads, car parking, watercourse rehabilitation, toilets, BBQ facilities, shelters, landscaping and class 1 trails)
- **Trail network outside the visitor hub \$1.2m**
- **Heritage building restoration works \$0.51m**
- **Environmental restoration (planting and land management) \$1.7m**

Deed Requirements

Council responsible for:

- Member of the Project Control Group (PCG)
- Consultation with Executive and Elected Members) and Community stakeholders on playground options
- Council endorsement of final design prior to calling for tenders for construction
- Attend site meetings as a member of the PCG
- An acquittal process that DEW must report in
- References the Council as an equal funding partner in all media
- Council is a part of sod turning and opening event
- Any plaques etc includes the council

DEW responsible for:

- Chair PCG
- Budget, & reporting
- Approvals
- Community and stakeholder consultation
- Management of the consultants and contractors
- Construction
- Consult with Council
- Maintenance and upkeep
- Asset Ownership

Council's Project Vision and Objectives:

- High quality, unique play area that will attract residents and tourists
- Nature play style playground similar to Mukanthi play space at Morialta Conservation Park
- A play area that reflects the site history

DEW's Vision and Objectives:

The Nature Play Precinct will be an innovative place for children of all ages, cultures and degrees of mobility to enjoy imaginative and creative play in a natural setting. Through play, children will learn about conservation issues that are relevant to Adelaide, Glenthorne and the South.

- Improve social, environmental and commercial benefits from investments in Glenthorne
- Increase visitation and revenue to Glenthorne by promotion of this outstanding facility to a wider audience
- Set the benchmark for Glenthorne National Park and any future work,
- Improve the quality of experiences for Glenthorne visitors
- Provide an opportunity for children to exercise and play in a creative, imaginative space
- Showcase the role DEW plays in conservation and land management
- Engage children in key conservation themes
- Connect Glenthorne visitors to their role in environmental sustainability and water conservation

Deed Requirements

Scope of Work:

- **Palette of natural materials**
- **Iconic elements with a WOW factor**
- **Accessible elements**
- **Transition to nature play areas from the picnic area**
- **Use of hill and mature trees (not relevant to site)**
- **Interpretive, imaginative elements relating to the history of the site**
- **Designs to include a transition from toddler play to more challenging destinations**
- **Signage reflecting the partnership with Council.**

Deed Requirements

Guide for types of facilities that may occur within a City Wide Attraction:

- Extensive play equipment – ie swings, slide, combination system, climbing structures, nature play
- Opportunity for site specific play elements
- Soft fall
- Seats, multiple picnic facilities, BBQ, drink fountains
- Vegetation amenity plantings including adequate plantings for shade
- Pathways
- Shade and Shelter. Potential for artificial shade over play equipment.
- Landscaping
- Car parking / Storm water works
- Integrated Public art
- Toilets

Service levels are site dependent and should respond to site conditions

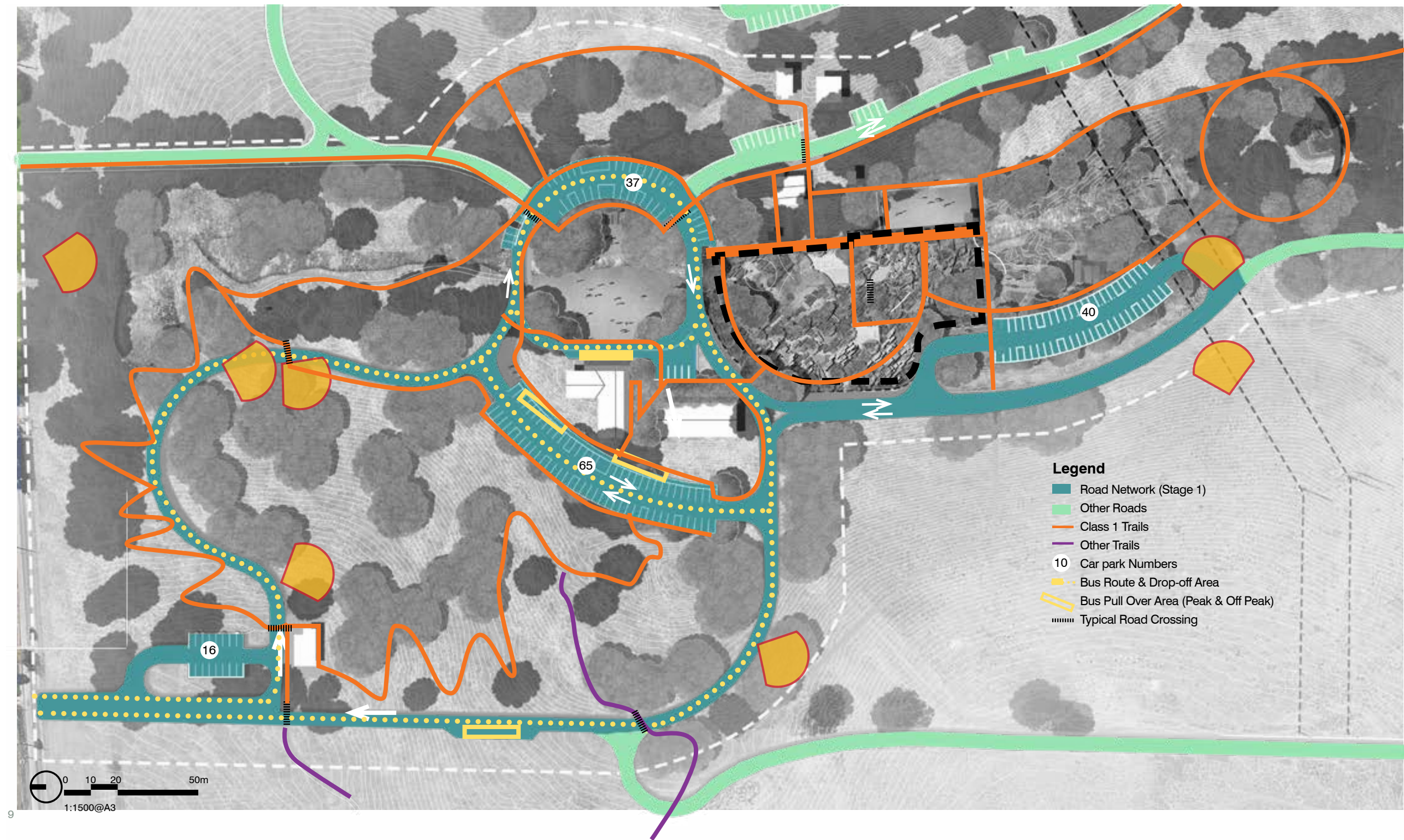
National Park Stage 1 Master Plan





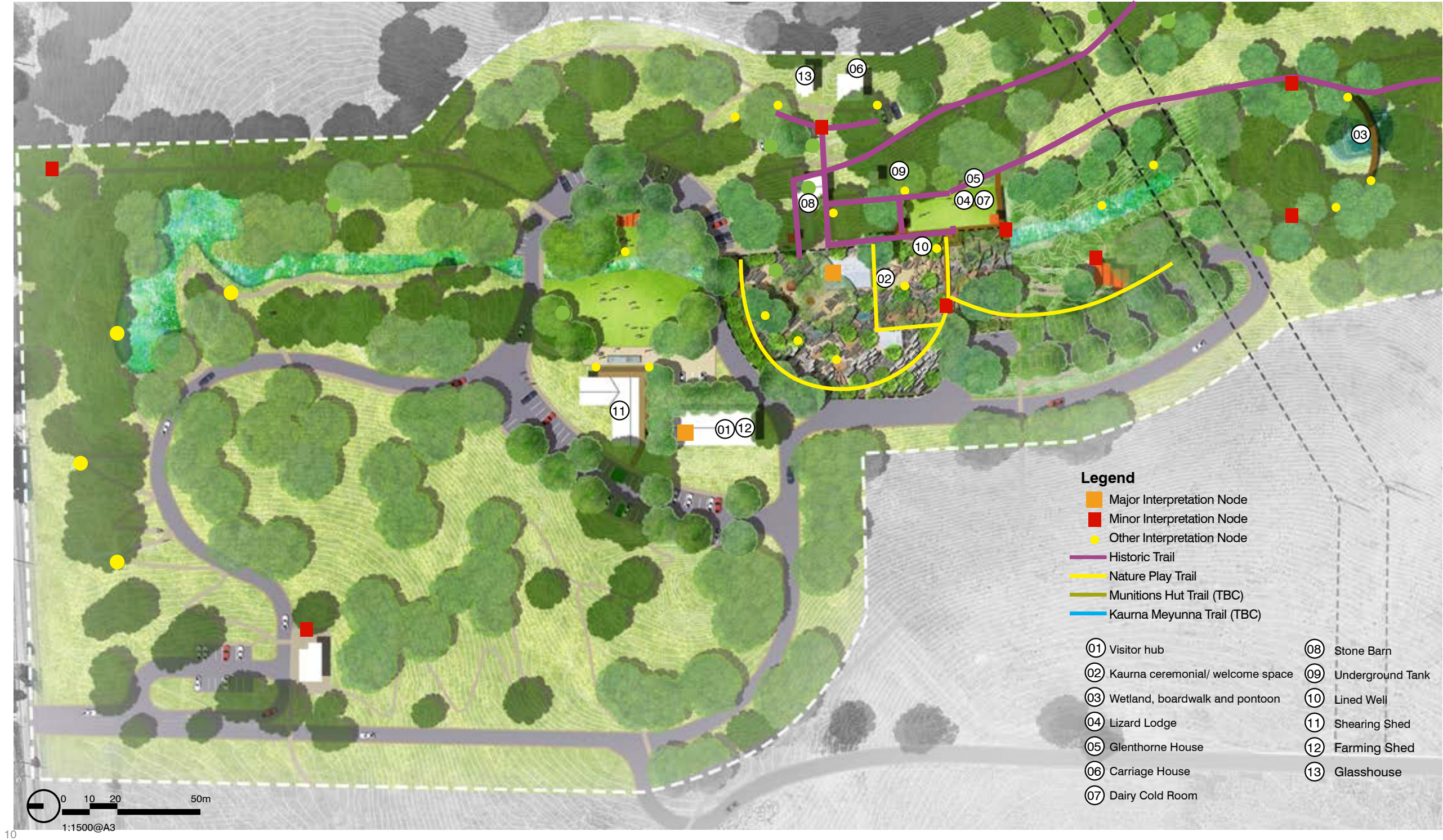
National Park Stage 1 Master Plan

Access Roads and Trails



National Park Stage 1 Master Plan

Interpretation



Interpretation

Primary Theme

The creation of Glenthorne National Park-Ityamaiipinna Yarta offers us opportunities to reflect on our past and take action towards a future that places the health of people and nature at its centre.

Sub - themes

- 1. Kurna Meyunna's deep and abiding connection to the land and waters on which Glenthorne National Park - Ityamaiipinna Yarta is situated presents us with an opportunity to celebrate the traditional custodians of this land, and reflect on the steps we can take towards reconciliation today.**
- 2. Spending time in nature is fundamentally important to our health, wellbeing and happiness. The Glenthorne Precinct connects living landscapes across Adelaide's southern suburbs so that locals and visitors can benefit from exploring, playing and learning in nature.**
- 3. Understanding how to restore natural spaces is a challenge being faced around the world. At Glenthorne, we're combining the latest science with the collective energy of an entire community to chart a course towards a thriving national park and precinct.**
- 4. A determination to succeed underpins nearly two centuries of agricultural farming and scientific research at Glenthorne. The triumphs along the way and the path taken to get there had consequences that reached well beyond Glenthorne's farm gate and are still felt to this day.**
- 5. Glenthorne was once a place where people built families, gathered together as a community and forged connections with Country and each other. This tradition is continuing with the creation of Glenthorne as a national park.**

Concept Design Plan

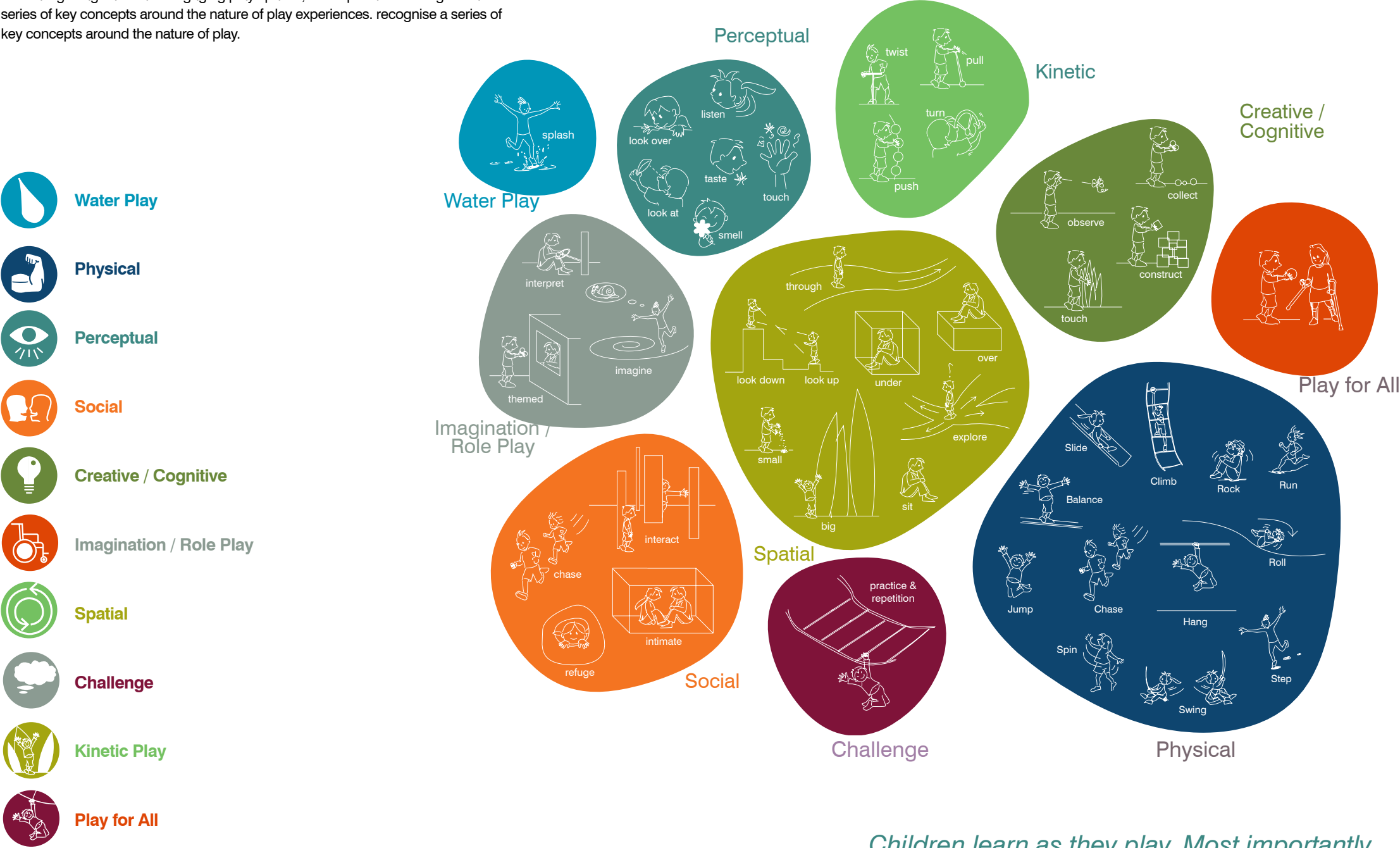


Concept Design Plan



Concept Design Plan

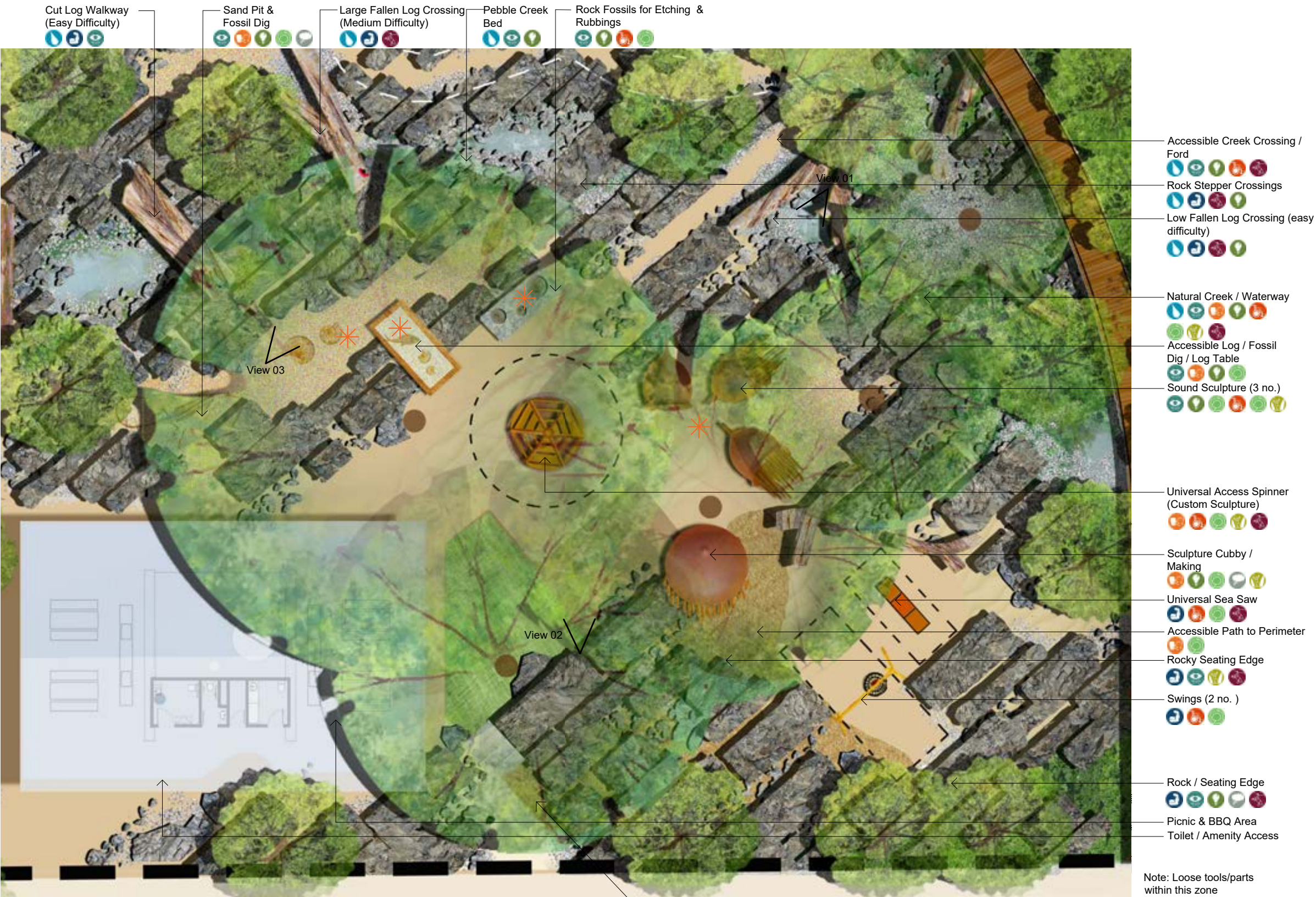
In creating imaginative and engaging play spaces, it is important to recognise a series of key concepts around the nature of play experiences. recognise a series of key concepts around the nature of play.



Children learn as they play. Most importantly, in play children learn how to learn.

O. Fred Donaldson

Entry Play



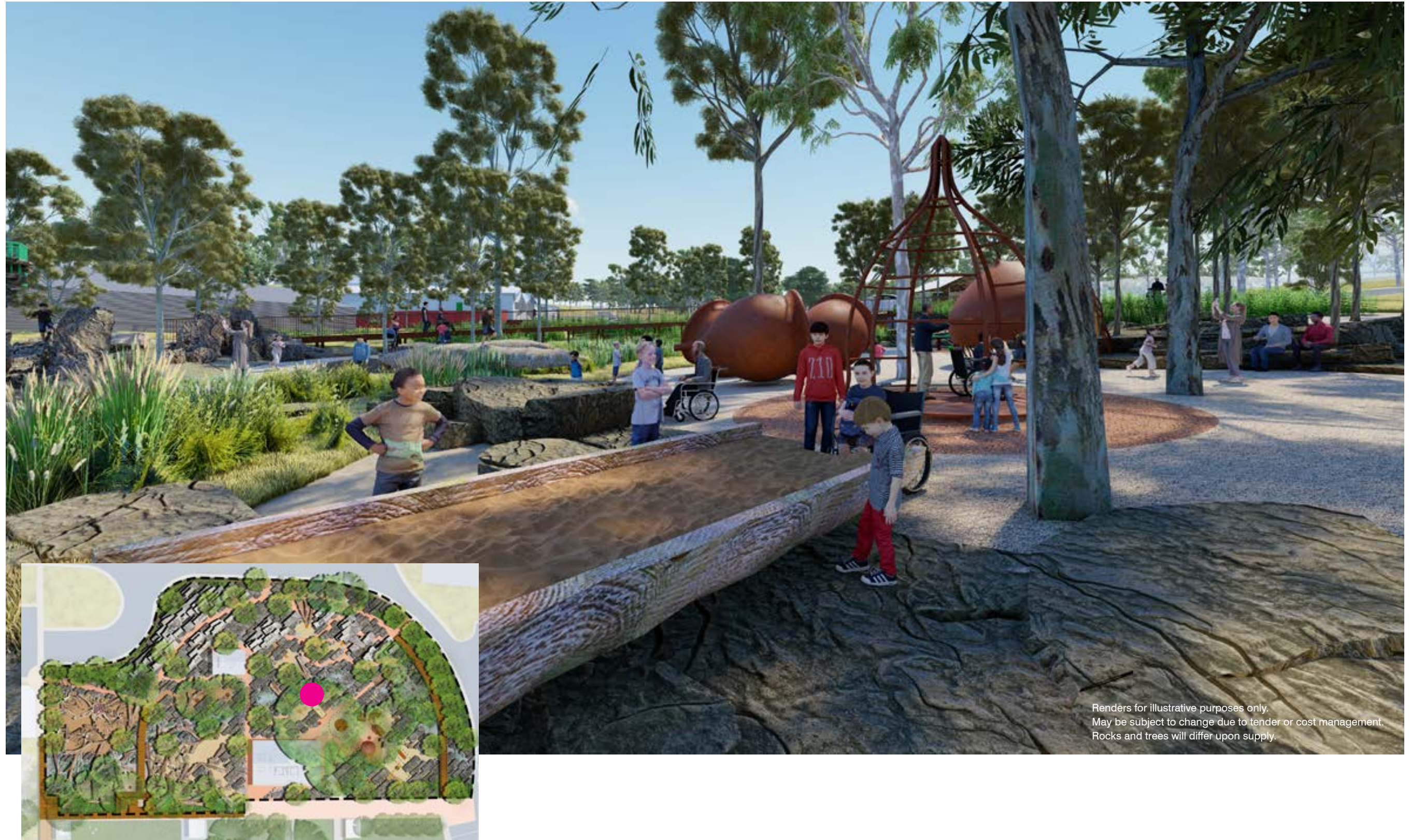
Entry Play



Entry Play



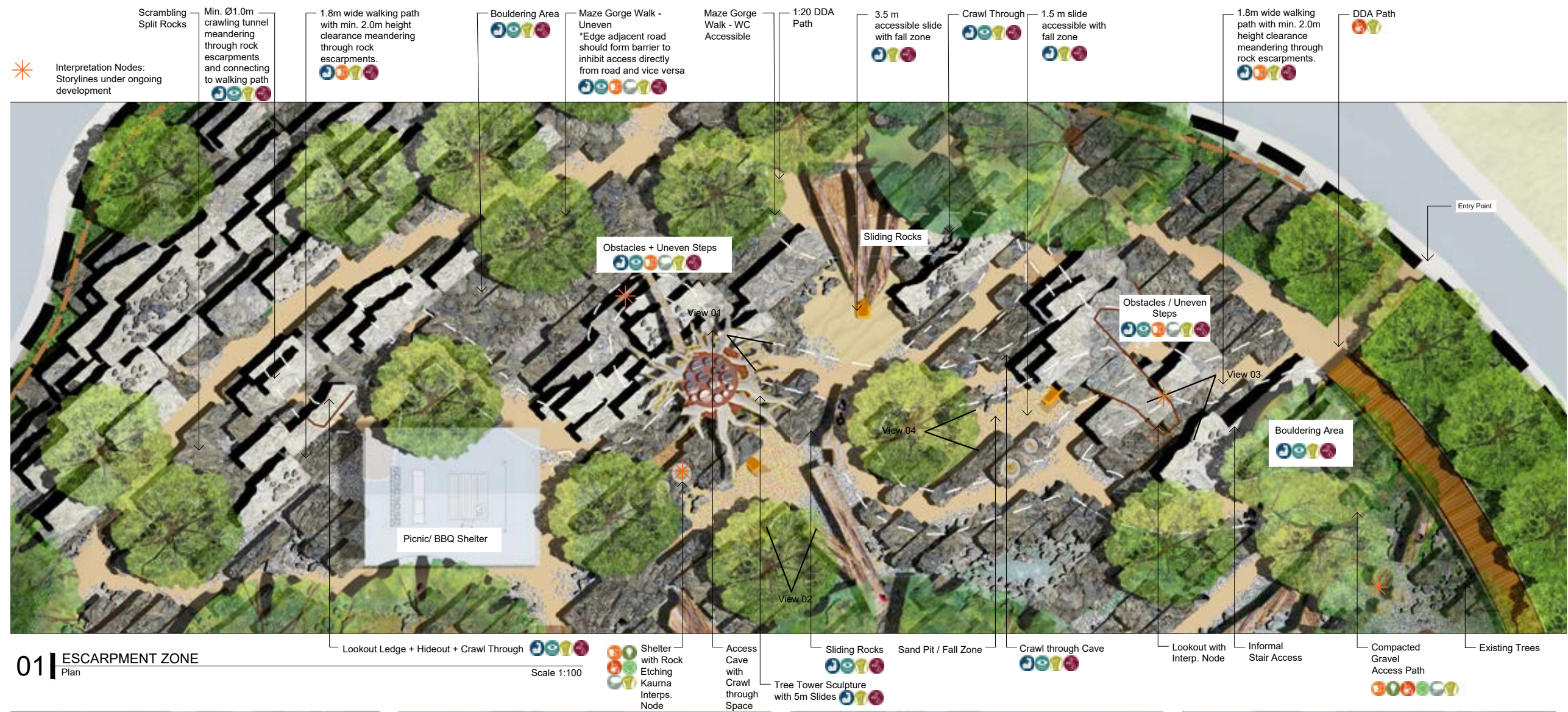
Entry Play



Entry Play



Escarpment



Escarpment



Escarpment



Escarpment



Escarpment



Escarpment



Escarpment



01 | Escarpment
Section



03 | Escarpment
Section



02 | Escarpment
Section



04 | Escarpment - Key plan
Section

Log Forest & Ceremony Space



Log Forest & Ceremony Space



Log Forest & Ceremony Space



Adventure Play



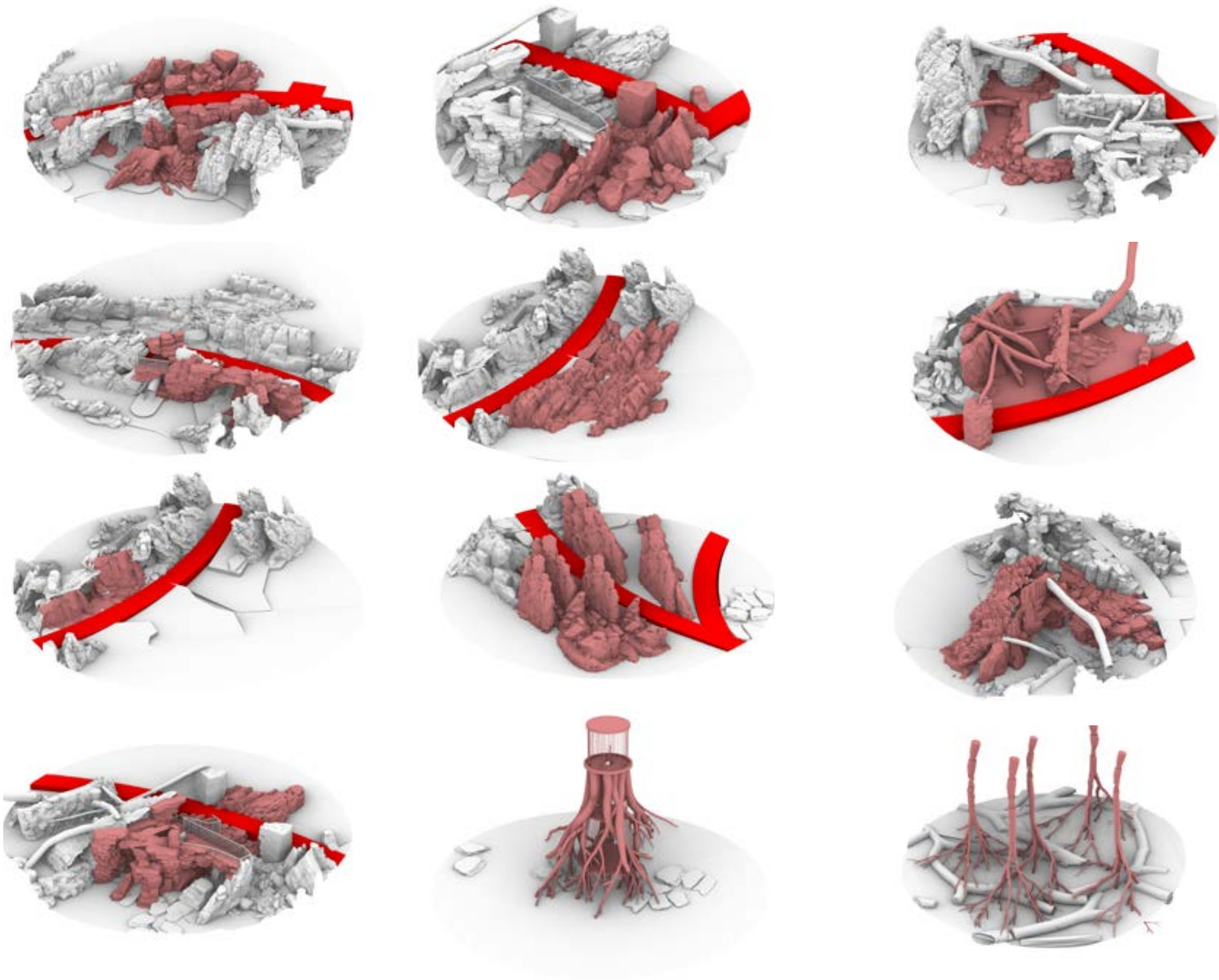
Adventure Play



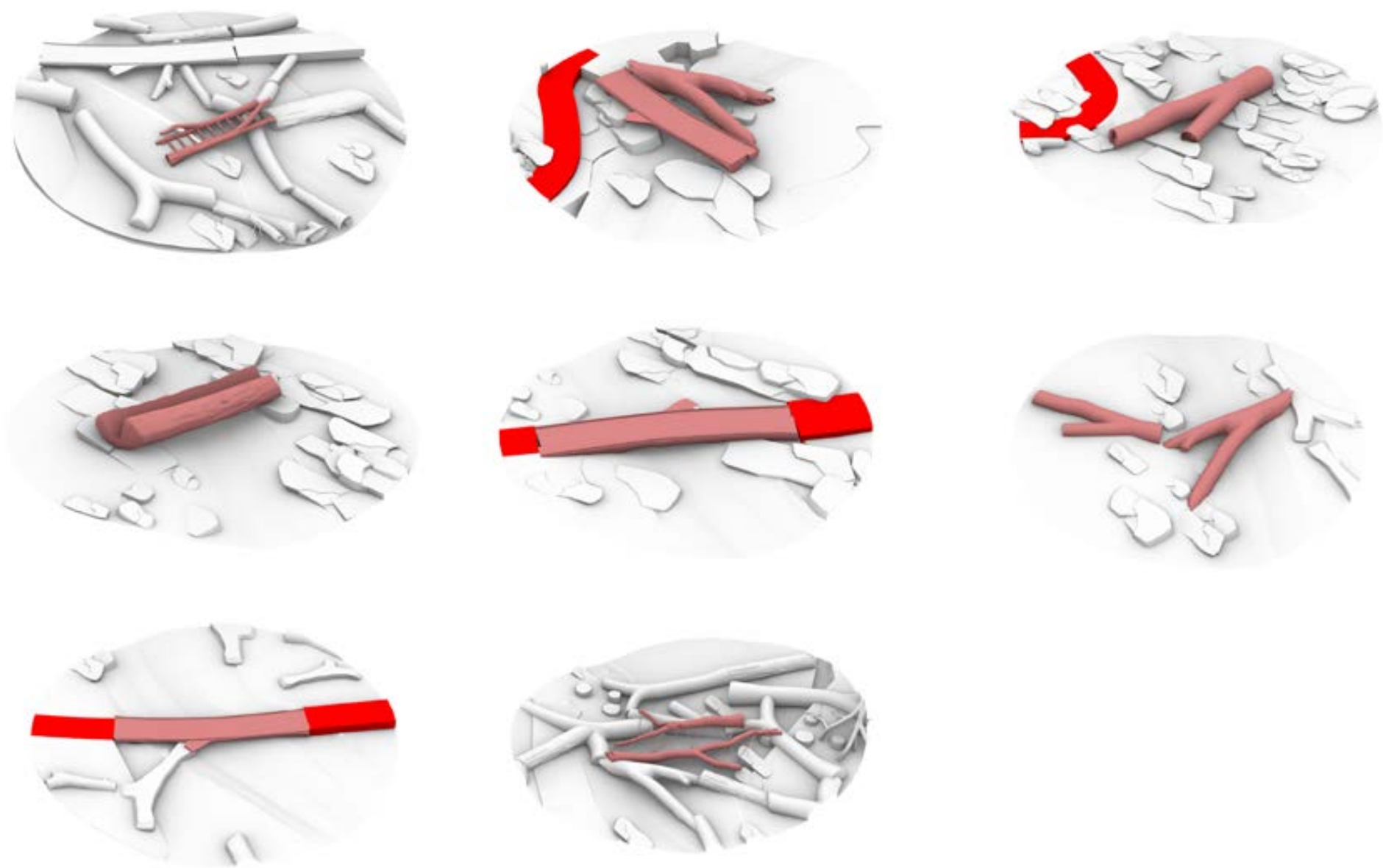
Adventure Play




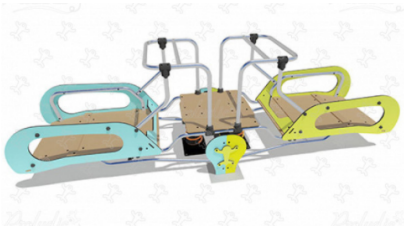
Summary of Play Elements



Summary of River Crossings



CoM Design Comments

Item	Comment
Swings	<p>We would like one more swing to be installed. A coconut rope swing would fit well and provide collaborative play experiences</p> 
Creek Crossings	There is limited diversity shown in the creek crossings on page 34. Can these be developed as illustrated in the initial design package?
Adventure Zone	<p>With the removal of the tower, this zone now lacks height and a vertical play beacon to draw users to the south.</p> <ol style="list-style-type: none"> 1. Can the log climbing structure have more height? 2. Can another element – ie climbing rope structure be placed in this zone to make up for tower relocation and provide vertical play beacon?
Seesaw	<p>The notation signifies this is an inclusive seesaw but the illustration does not demonstrate this. Note below is an example on an inclusive seesaw shown for illustrative purposes.</p> 
Interpretation nodes	<p>Can an illustrative example be provided? Are they all intended to be playable/ inclusive?</p>
Adventure Tower	<p>We would like another play element added to the tower. If this is not achievable, can we add another element to the adventure zone that is suitable for older children? CoM are seeking play items with a greater adventure value that can cater for a broader range of ages.</p>
Access Plan	<p>Can the play elements be labelled in the access plan? Is there access to the creek line for wheelchairs / pushers? Can the cargo net in the Adventure Zone be crawled onto easily for greater accessibility?</p>
Play elements	<p>Please add annotation to further describe experiences in more detail page on 33? The illustration does not provide sufficient information to be understood.</p>
European History	Can you detail where the homage to European history is illustrated – ie Lizard Lodge?
Costings	Updated costings were not provided.

5.2 Glandore Oval - Rose Garden

Report Reference	SGC210928R5.2
Originating Officer	Community Facilities Planner – Sean O'Brien
Corporate Manager	Manager City Property - Thuyen Vi-Alternetti
General Manager	General Manager City Development - Ilia Houridis

REPORT OBJECTIVE

This report provides Council with the outcome of the community consultation for the rose garden and open space concept design for Glandore Oval and seeks endorsement of a preferred design option.

REPORT HISTORY

Report Reference	Report Title
GC210622R06	Glandore Oval Community Consultation
GC210622R07	Rescission Motion - Glandore Oval

EXECUTIVE SUMMARY

As part of its resolution at the 22 June 2021 General Council meeting, Council approved “the development of a new cricket training facility at Glandore Oval, retain a portion of the rose garden with the balance of the area, subject to community consultation, to create a new lawned space, a park bench and planting of tree foliage along the boundary of South Road” (GC210622R07).

Following this meeting, two concept designs were developed in line with the resolution and presented for community consultation as:

- Option A - Smaller rose garden (355 sqm) and larger open space area (580 sqm)
- Option B - Larger rose garden (485 sqm) and smaller open space area (450 sqm).

Both concepts include a bench with trees to provide shade, paths, new irrigation and trees planted along the boundary with South Road.

36 responses were received through the Making Marion survey with 58% of responses favoring Option B as the preferred concept.

Following Councils endorsement of a preferred option, works to construct the new rose garden and open space area will be programmed to coincide with the construction of the cricket nets, with expected completion by 30 June 2022.

RECOMMENDATION

That Council:

1. **Endorses Option B as the preferred design for the rose garden and open space area and authorises the project to commence.**

DISCUSSION

At the General Council Meeting held on 23 March 2021, Council approved the development of new cricket training facilities and an open space lawn area at Glandore Oval, including the removal of the rose garden and old netball courts and relocation of the Ian Stoeckel Memorial.

Following comments from local residents a community meeting was held on Thursday 6 May 2021 at the Glandore Oval, attended by the Mayor, Ward Members and staff to provide details on the project and to hear the local resident's concerns. Council heard a number of ideas and suggestions from the local residents for the Glandore Oval precinct, so it was agreed at the meeting that a broader community consultation process would occur.

Council reviewed initial community feedback on design options for the rose garden land at the 22 June 2021 General Council meeting. At the meeting Council approved the development of a new cricket training facility at Glandore Oval, retain a portion of the rose garden with the balance of the area, subject to community consultation, to create a new lawned space, a park bench and planting of tree foliage along the boundary of South Road (GC210622R07).

Design Options

Following the 22 June Council meeting two design options were developed with different portions of the land allocated to the rose garden and open space areas. The aim of developing two design options was to identify the communities' preferred balance between an open space lawn area and garden beds. The scope of the two design options is provided below.

Option A - Smaller rose garden and larger open space area

- Irrigated lawn 580sqm.
- Compacted gravel path creating an avenue of irrigated garden beds with roses 355sqm.
- Bench seating with shade trees.
- Trees and mulched garden bed along South Road boundary.
- Glandore Oval heritage signage.

Option B - Larger rose garden and smaller open space area

- Irrigated lawn 450sqm.
- Compacted gravel pathways surrounded by irrigated garden beds with roses 485sqm.
- Bench seating with shade trees.
- Trees and mulched garden bed along South Road boundary.
- Glandore Oval heritage signage.

Refer to Attachment 1 for designs.

Community Consultation

The purpose of the engagement was to consult with the community and seek feedback on a preferred option for development.

36 responses were received through Making Marion. The details below provide a summary of the results.

1. Which of the two design options do you prefer?
 - 58% of respondents prefer Option B, being the larger rose garden and smaller open space design.
2. Overall, what do you like most about your preferred design option?
 - A mixed range of responses were recorded:
 - 17 responses like the overall design.
 - 5 responses linked to additional shade or trees.
 - 10 responses linked to providing a larger open space area.
 - 9 responses related to more roses.

3. Is there anything you think we have missed in your preferred design option?
 - A mixed range of responses were recorded:
 - 19 related to additional design elements.
 - 3 comments related to open space features with seating.
 - 7 comments requested more trees or shade.
 - 2 comments related to the garden design.
 - 2 comments requested acknowledgement of the history of the area.
 - South Road was also a common topic with requests for trees and plants to create a barrier or raising the South Rd corridor project.
- 4 Overall, how satisfied are you that the community feedback has been considered in the design concepts?
 - 58% of responses are either somewhat satisfied or very satisfied that the community feedback has been considered in the designs.
5. Other feedback
 - 10 responses related to design elements.
 - 9 comments related to the consultation process.
 - 5 comments related to the South Road corridor.

Full details of the community consultation are provided as Attachment 2 - Community Engagement Report.

Construction Timeframes – Next Steps

Date	Stage
September to November 2021	Tender.
December 2021	Appoint contractor.
January to May 2022	Construction of cricket nets.
May to June 2022	Construction of the rose garden and open space area.
June 2022	Handover to Council.

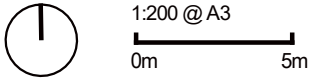
ATTACHMENTS

1. Glandore Oval Rose Garden concepts [5.2.1 - 2 pages]
2. Glandore Oval Precinct Community Engagement Report - Sep 2021 [5.2.2 - 11 pages]

GLANDORE OVAL REDEVELOPMENT

20GOC DATE OF ISSUE: 22.07.2021

PROPOSED GREEN SPACE **OPTION A - OPEN SPACE**



1. Irrigated lawn (existing roses removed and replanted where required)
2. Compacted gravel path with crushed rock subbase (opportunity for paved surface in the future scope)
3. Avenue of shade trees* in mulch
4. Bench seating with shade trees*
5. Irrigated garden beds - New planting
6. Irrigated garden beds - Existing/relocated roses
7. Existing trees and mulched garden bed
8. Existing brick steps retained
9. Existing Glandore Oval heritage signage

(*) Potential tree species include Quercus sp., Pistacia chinensis or Fraxinus angustifolia 'Raywood'.



GLANDORE OVAL REDEVELOPMENT

20GOC DATE OF ISSUE: 22.07.2021

PROPOSED GREEN SPACE **OPTION B - GARDEN**



1. Irrigated lawn (existing roses removed and replanted where required)
2. Compacted gravel path with crushed rock subbase (opportunity for paved surface in the future scope)
3. Avenue of shade trees* in mulch
4. Bench seating with shade trees*
5. Irrigated garden beds - New planting
6. Irrigated garden beds - Existing/relocated roses
7. Existing trees and mulched garden bed
8. Existing brick steps retained
9. Existing Glandore Oval heritage signage

(*) Potential tree species include Quercus sp., Pistacia chinensis or Fraxinus angustifolia 'Raywood'.





Community Engagement Feedback Report

Glandore Oval Precinct

September 2021

Background

Glandore Oval is a key multi-purpose sports and recreation facility located at the north-eastern end of the Council boundary. The facility is home to the Adelaide Cricket Club (the Club) and Westminster Old Scholars Football Club and the site is also used by Scouts, the Black Forrest Primary School, other hire groups. The site is also largely used by the local community for social and recreational use.

At the General Council Meeting held on the 23 March 2021, Council approved the development of new cricket training facilities and an open space lawn area at Glandore Oval, as well as the removal of the rose garden and old netball courts and relocation of the Ian Stoeckel Memorial.

Following comments from local residents a community meeting was held on Thursday 6 May 2021 at the Glandore Oval, attended by the Mayor, Ward Members and staff to provide details on the project and to hear the local resident's concerns. Council heard from residents that they have a number of ideas and suggestions for the Glandore Oval precinct, so it was agreed at the meeting that a broader community consultation process would occur.

Council reviewed a first round of consultation on the rose garden at the 22 June 2021 General Council meeting. At the meeting Council approved the development of a new cricket training facility at Glandore Oval, retain a portion of the rose garden with the balance of the area, subject to community consultation, to create a new lawned space, a park bench and planting of tree foliage along the boundary of South Road (GC210622R07).

Two concept designs were developed which retain part of the rose garden while enabling the cricket training area to be built as planned. Both concepts include a section of rose garden, and provide a bench with trees to provide shade, paths and upgraded irrigation. They also include a grassed area where the community can relax or kick a ball and trees planted along the boundary with South Road.

The purpose of the engagement

The purpose of the engagement was to:

- Inform both the interested stakeholders and broader community of Council's decision and the two concept options that have been developed
- Consult with the community to seek feedback on a preferred option for development.

Community Engagement Techniques

- Two different letterbox drops to 900 households were conducted (a map of the letterbox drop area is below). The initial letterbox drop was a general information flyer and the letterbox drop that occurred on 21 May 2021 included general information, a hard copy of the survey and a reply-paid envelope.
- The Making Marion engagement page was live from 16 August to 6 September 2021 and included an information flyer outlining key components of the project and a draft concept designs, FAQs, contact details of relevant staff and the survey.
- A Facebook post alerting the community to the broader Glandore Precinct consultation letterbox drop and survey was shared by the City of Marion on the Glandore Neighbourhood Facebook page.



Community Feedback Statistics

- 97 people visited the Making Marion page
- 36 people in total provided a submission to the survey

Summary of Results

A larger rose garden and smaller open space design is the preferred design option for 58% of respondents. Below is a snapshot of community feedback. A full summary of comments is provided further in the report.

Q1. Overall, what do you like most about your preferred design option?

A mixed range of responses were recorded

- 17 responses like the overall design
- 5 responses linked to additional shade or trees
- 10 responses linked to providing a larger open space area
- 9 responses relating to more roses

Q2. Is there anything you think we have missed in your preferred design option?

Again, there was a mixed range of responses recorded

- 19 related indicated they would like additional design elements
- 3 comments relating to open space features.
- Seating and security issues raised in several comments.
- 7 comments requesting more trees or shade
- 2 comments relating to the garden design
- 2 comments requesting acknowledgement of history of the area
- South Road was also a common topic with requests for trees, plants to create a barrier or in relation to potential risks of the South Rd corridor project.

58% of responses are either somewhat satisfied or very satisfied that the community feedback has been considered in the designs.

Other feedback

- 10 responses relating to design elements
- 9 comments regarding the consultation process
- 5 Comments relating to the South Road corridor

Survey Responses and Feedback

Following is an overview of the two options that were presented along with landscape images

Option A

Smaller rose garden and larger open space area

- Irrigated lawn 580sqm
- Compacted gravel path creating an avenue of
- Irrigated garden beds with roses 355sqm
- Bench seating with shade trees
- Trees and mulched garden bed along South Rd boundary
- Glandore Oval heritage signage

**Option B**

Larger rose garden and smaller open space area

- Irrigated lawn 450sqm
- Compacted gravel pathways surrounded by irrigated garden beds with roses 485sqm
- Bench seating with shade trees
- Trees and mulched garden bed along South Rd boundary
- Glandore Oval heritage signage

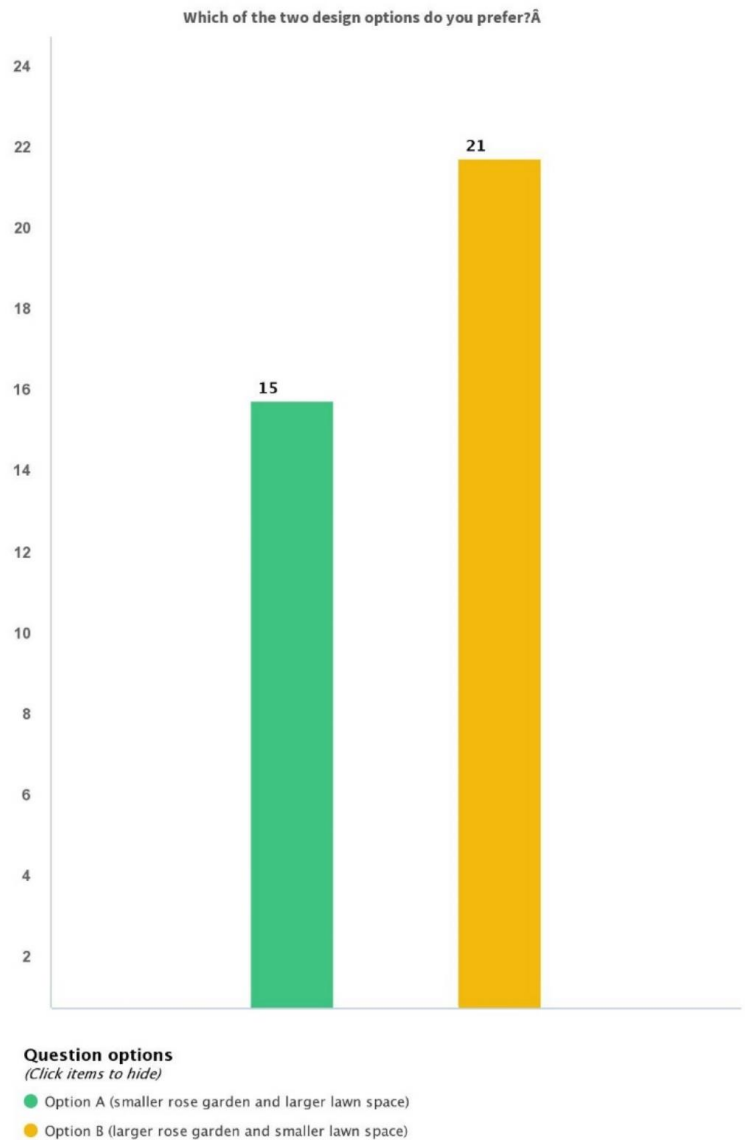


Questions

1. Which of the two design options do you prefer?

A total of **36** responses to the survey question were recorded through Making Marion.

58% of responses indicated the larger rose garden and smaller open space design as the preferred design option.



2. Overall, what do you like most about your preferred design option?

Overall design

- Looks more inviting place to spend time. Various pathways to explore - playful feel to engage children.
- Acknowledges history of oval and area.
- Brings some colour and natural beauty into the area.
- Having somewhere to sit and enjoy the surrounds would be great for many in the community and those watching or attending sport
- Provides a larger avenue view to the oval
- More useable space, particularly for kids.
- looks fuller
- We don't need more lawn
- More useful space for play, picnic, watching sport, enjoying precinct
- It's simplicity
- more interesting
- more grass area
- I prefer the layout and structure.
- The rose garden is kept more intact. The old cricket pitches should begin the kick and catch area so that balls don't damage the roses.
- Suits all users of the space.
- There isn't a lot of space so create something for everyone with a little bit of everything (playground for toddlers & larger children), have LOTS of seats around for people who just want to sit & enjoy the scenery, watch children play or sport etc. Have a BMX track
- Better layout.

Trees and shade

- Shade is vital - especially from sun setting in west - currently no shade provided in that area.
- Heavy planting along south road will make whole of oval more pleasant - should be considered entire way along oval
- More of plants. If fewer roses would mean more trees Inwould prefer that.
- More flowers (so more birds and bees). There is enough grass on the oval itself so we don't need a bigger lawn area. More trees are a great idea.
- There is plenty of open space on the oval - more shade, landscaping areas are needed on the oval. Also noise is an issue and needs to be addressed.

Open Space

- More open space
- More community space
- More useable open space.
- Less garden to maintain
- Provides the most usable open lawned space for recreational facilities and a path to access south road precinct
- More usable space
- I like the larger open space. Much more functional. The current rose garden is hardly utilized and looks awful. It would probably be more user friendly if we have shrubs or plants that didn't have thorns or hard branches that will get snapped and broken with the cricket activities.
- More space
- More open space

- Will provide a more usable open space for the community, football will be able to use it as a warm up space.

Rose Garden

- Roses when blooming look better than lawn which there is a plentiful amount around that oval
- More roses
- More garden, less lawn
- More planting and roses,
- More roses
- More garden and better layout
- The rose garden is an important feature of the Glandore oval precinct
- This is by far the best option on the basis that it is to take the place of a site that was to commemorate an Australian war death. This design maintains the cross of remembrance although it is reduced there is still the acknowledgement of the significance of this patch. This needs to remain as a reminder of peace freedom respect and the death of many men and women who gave their lives for the life style we and future residents may live.. including a cricket club that has the privilege to share this area with ratepayer.
- Larger rose garden and less turf - there's already plenty of turf all over the oval. It's closer to the original design that holds historical value for many residents.

3. Is there anything you think we have missed in your preferred design option?

Overall design

- Current accessibility from south road to oval is steps - this must be made disability accessible (ramp)
- The rose garden could be in an L shape - along the cricket nets and in front of the trees in south road - with a curved areas in both corners - trees or shading on west side needed to shelter this part of the oval.
- Instead of a gravel path, Exposed concrete will look nicer. Gravel becomes dusty and requires maintenance blowing onto the cars, into kids eyes etc etc. Maybe some sort of water feature (think Himeji garden in the city).
- No
- The design appears to accommodate most user & residents desires.
- No
- Waiting for report on South Road as to whether part of oval will be acquired for road widening.
- BMX track
- I would prefer it if the memorial fountain was retained, since the Stockel family home is close by, adjacent to the oval.
- Make this a fenced dog park
- My preference would be to move the preferred Option A rose garden and pathway adjacent to the sports court boundary thereby allowing the 580sqm of lawned area to be seamlessly integrated with the proposed cricket net lawned area providing a much more usable lawned space whenever the cricket nets are not in use - which is the majority of the time.
- Possibly some seating facing the oval
- Some exercise equipment on the lawned area would be great. The kids have a beautiful playground and the whole oval to kick a ball around but there is nothing specifically for the adults who use the oval for exercise. Also a dog bowl/drinking tap away from the playground would be great to help keep the dogs away and off of the playground.

- Perhaps some solar lighting near the seating area for safety. Placing trees along the south road boundary could make for more closed in/covered space when established to walk through especially sunrise/dusk where people train and workout making the area bit - not that safe when dark etc...help deter people from loitering, hiding etc at night
- security for walker in this area. The trees/bushes adjacent to South road may provide hiding places.
- What about the South road upgrade? Will it all be waste of time?
- Yes, leaving the design as it is. It's an important part of Glandore's heritage that Council is destroying.
- No
- I feel like this project should wait to be commenced post release of the plans for the T2D south road project.

Open Space Features

- Soil condition and irrigation to the area and maintenance needs to be addressed
- Seating: often not enough room for sport spectators and those using oval for other recreational purposes – shade/shelter and seating as well as areas to explore – consider a few places to sit – benches, grass, logs etc.
- "An additional bench seat

Trees and Shade

- More trees along the tennis court area/fence line - current trees have been in for many years. Currently way too sparsely planted. More shade and greenery is needed to make it a useable area for all. These few trees have not done well that are already planted - soil condition and better irrigation to area also needs to be looked at.
- Shade trees/space also needed to shade from west afternoon and evening sun - in spring, summer and into autumn the west setting sun is very harsh on that side of the oval in the afternoons and limits accessibility to both rose area and tennis courts. Perhaps some big trees on each end of this area towards oval boundary
- South Road is so noisy - to enjoy the space - needs sound proofing fence in addition to the trees.
- More trees
- Potentially some shade structure/ shelter would be beneficial to users
- Perhaps seating either side of the 2 trees planted at the apex, making 3 places for sitting.
- Shade, landscaping, disability access. Make it a place that attracts people to sit, gather, spectate. Its a very hot area in summer and the increasing noise from south road is a problem. Trees and sound barrier are needed. Current rose garden is very neglected. I have spoken with many of the neighbours in the area and they want more to be made of this space and for it to be taken care of, not an after thought. There needs to be trees to sit under and not so many low rose bushes, but height in plantings.

Garden Features

- Some of the roses/plants/areas could be bult upwards - trellised or on arbours/ arches (over pathways) to give protection from sun/elements and height to area - to be enjoyed further at a distance and provide much needed space and protection. Refer to Sophie Thomson "Grow Up" concept: 'Grow Up' Garden Elements | Sophies Patch - Sophie Thomson

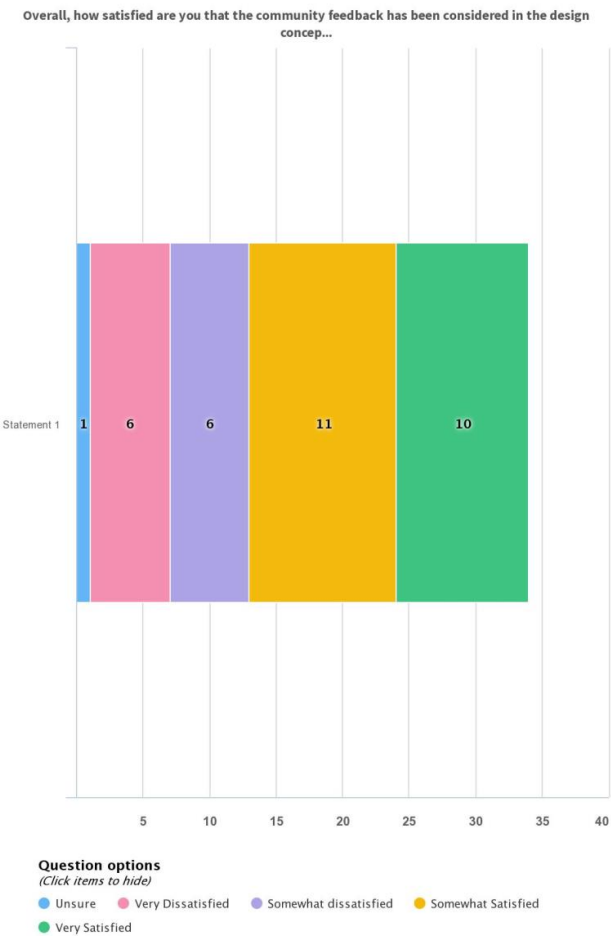
- More garden area.

Art and History

- Integrate some acknowledgement of country and memorial/ history of area (plaques/ interactive art/statues.
- Current small out building that is used for storage/gym equipment – with a Dragons sign painted on it - if this building is staying it needs to be maintained and kept clean. I would also strongly suggest it is decorated with a mural incorporating a nod to the heritage of the area, indigenous peoples and rose garden - this may repair some of the hurt from the community who have felt a large loss due to the rose garden and memorial. It may also support community feel part of the oval that is has increasingly been dominated by sports clubs. Something aesthetically beautiful and embraces whole of community.

4. Overall, how satisfied are you that the community feedback has been considered in the design concepts?

58% of responses are either somewhat satisfied or very satisfied that the community feedback has been considered in the designs.



Additional Feedback

As a final question, people were asked for any other feedback.

Design

- May cost extra, but maybe an old fashioned sun dial or obelisk. some thing to show that's the area is heritage and to pay tribute to the person it is named after.
- I think the rose garden has had its day.
- It now needs to be a space that welcomes all and is highly functional. Maybe some low shrubs/plants and easy access for prams and wheelchairs.
I also think they this should be a pet free area for those that dont like dogs or have young children or disabled people who fear animals and would decrease the amount of dog faeces that is currently being left on the oval. Also people who walk dogs of leads at least there is a safe area for those who prefer not to be around animals.
- alot of parks have exercise equipment
- Lots of native trees for shade would be best.
- Tree planting and garden beds along South Road boundary is the most pleasing and practical aspect of the plans. Would appreciate native plantings in new South Road border rather than retention of any section of current rose garden. Open, grassed space which can be used for family or group activities, or rest/ relaxation provides more scope for enjoyment by all community.
- Moving cricket nets towards South Road and redesigning Rose Garden/Open Space and placement of trees on South Road Boundary it concerns me with South Road needing widening (North South Corridor) that we could loose some of the area (and planned upgrade design) to that redevelopment. The noise factor taking the nets towards South Road will be much higher on the South Road side while training too.... any thoughts of implementing/installing a sound wall in the nets area? Perhaps NSC could fund that considering the noise factor and what they've set up in other areas along the NSC
- Would have liked more space remaining in this area and a whole of precinct plan - not just small sections at a time - this is at large what community wants so whole spaces potential can be maximised.
- Only that this is part of the history of this neighbourhood. It is an area that is shared with other groups and while this is being reduced in size for the other groups surely the council needs to be respectful of the people of the community the love living here.
- The community requested a whole of precinct plan. Already much of the oval has been planned for without community consultation. Little space will remain to consult about. Whilst this may seem like a compromise the community really has not been heard. The community are aware that every bit of community land is a valuable resource and needs careful wholistic planning to reach its full potential. More and more the oval is becoming industrialized with the busy south road, lack of parking, advertising signs and sporting activities for mainly adults. Involve the kids. Have a proper plan for all of the oval. Its really looking run down in many areas.

Consultation

- I have no affiliation to ACC but feel the campaign by some residents to retain the roses was to prevent the cricket net development rather than considering broader community needs and practical use. More open and attractive space with a refurbished welcoming entrance holds more appeal.
- Good consultation.
- Remember that it is ratepayer funds you are spending so please consult with the us before voting on a matter that benefits people, the majority of whom are not

ratepayers. The cricket club may pay rent for use of the oval but have they contributed to the cost of moving the nets and will the rent be increased to cover the added benefits they will receive?

Maybe that money could have been spent on something that would have benefitted the community more. Remember that the cricket club will only be here while it suits them but the ratepayers are here forever.

- A lot of time has been wasted in not enacting the "community consultation process" as step one of the cricket net redevelopment process but understanding that given the rose garden is not currently used except as a short cut to south road that council did not expect the removal of the rose garden would have been an issue.
- The community should have been consulted BEFORE any decisions were made. The tennis courts were all revamped and replaced without any consultation and the community was promised this would not happen again. If some of the locals had not kicked up such a fuss, the rose garden would be history and none of this current consultation would have happened. We can't sack the employees of the council but we can vote out the councillors - I think its time we did just that!
- Just googled "Glandore Rose Garden, Marion Council" to find this survey/options, so I could vote and stumbled across the leaked email fiasco. Very disappointing that a councillor would manipulate a situation with unflattering photos to get what they want. Glad the email was leaked to show the true form of the resident voted councillor Cr [REDACTED] :-)
- The major decisions for this project were made without community consultation and as a peace offering it appears we get to have a say on whether there is a straight path or a curved one... mmm really!!
- No, because I don't think it would make any difference what the ratepayers actually think!!
- Council (elected officers and staff) is way too 'in the pocket' of sporting clubs to the detriment of residents. Your actions in failing to consult from the outset has eroded the last piece of goodwill neighbouring residents had with the clubs. It is Council's duty to work with residents to properly consider our views and to listen to us. Council also needs to act to attempt to repair its poor performance in relation to this project, including the further erosion of the relationship between residents and the clubs. As one of the most secretive councils, it begs the question as to why... are you working for residents and ratepayers... or for yourselves and your sporting club buddies? Please consider handing over the Marion part of Glandore to West Torrens Council - their residents seem happier with their Council and they pay lower rates.

Maintenance

- Regular maintenance of the new area should be considered.

Broader Site Planning and South Road

- I hope that the new South Road upgrade does not interfere with the plans for the garden.
- Council have left this all too late. Residents are left with the "slops" after they were influenced by sporting groups & government funding to approve cricket nets EXCLUSIVE to sport members. This is a local residential oval, everyone should feel included, there is no place to exclude anyone. If sporting organisations want exclusive use of infrastructure and land, they shouldn't be allocated free land open to all residents for their exclusive use. No work whatsoever should be planned or take place until the South Road upgrade plans are completely finalised. It's an utter disgrace that tax payer monies are contributing to works that could completely be

overrun by the South Rd upgrade. Slow down, be patient and considerate too all parties!!!

- Guessing that the area is not being acquired for South Road Development?
- Very concerned about the impact of south road to the oval and surrounds. More trees on south road are a great idea but shade may effect the roses!
- What about the South Road upgrade? Are millions of dollars going to be spent on this only to have it lost when the tunnels needed to come out at Glandore Overall Oval? Can we be reassured that this ain't be wasted ratepayer money?

5.3 Code of Conduct

Report Reference	SGC210928R5.3
Originating Officer	Manager Office of the Chief Executive – Kate McKenzie
Corporate Manager	N/A
General Manager	Chief Executive Officer - Tony Harrison

REPORT OBJECTIVE

For Council to consider the next steps for the Code of Conduct matter relating to Councillor Hull.

EXECUTIVE SUMMARY

On the 14th of September 2021, Council considered a report on a Code of Conduct matter relating to the behaviour of Councillor Hull. The Code related to statements provided to the media by Councillor Hull on the termination of a former employee and the lack of information provided to Council Members in a timely manner of the situation. After consideration of the matter, the Council resolved:

That Council:

1. Notes that Administration informed council of the prosecution of the former employee contrary to recent public statements and that administration are not obliged to inform elected members of the prosecution outcome (pursuant to the Local Government Act 1999) of the terminated employee (which was publicly available knowledge).
2. Resolves that Councillor Hull in his behaviour and commentary to the media has breached the Code of Conduct, under Part 2: Section 2.2, Act in a way that generates community trust and confidence in the Council.
3. Censures Councillor Hull in relation to this incident and requests a written public apology from Councillor Hull.

Councillor Hull was informed of the outcome of the matter via email on Wednesday, 15th September 2021 (see **Attachment 1**).

Following this, Councillor Hull informed the Council via email on the 15th of September 2021 that he would not be implementing the Council resolution (see **Attachment 2**). A further statement to the media (see **Attachment 3**) was also printed on Saturday, 18th September 2021

In accordance with the Council Member Code of Conduct (see **Attachment 4**), part 3 relates to misconduct and in particular part 3.17 and 3.18 as identified below:

Repeated or sustained breaches of Part 2

- 3.17 At the discretion of the Council to which the member is elected, repeated, or sustained inappropriate behaviour, as listed in Part 2, may be escalated to an allegation of misconduct under this Part.
- 3.18 A failure to comply with a finding of inappropriate behaviour (by the Council, independent investigator, or Ombudsman) under Part 2 is also grounds for a complaint under this Part.

The Code states that any person may report an alleged breach of this Part to the Council, the Ombudsman, the Electoral Commissioner (for alleged breaches of Code 3.8) or the Office for Public Integrity. Alleged breaches of this Part made to a Council or to the Office for Public Integrity may be

referred to the Ombudsman for investigation under Section 263 of the Local Government Act 1999, by the Council's Chief Executive Officer or by the Independent Commissioner Against Corruption, where he or she so determines.

RECOMMENDATION

That Council:

- 1. Notes that Councillor Hull has not enacted the Council resolution of 14 September 2021 and had indicated that he is not apologising.**
- 2. Requests that Councillor Hull enact the Council resolution by 5pm Friday, 15 October 2021.**
- 3. If Councillor Hull does not enact the resolution during this period, the matter is referred to the Ombudsman in accordance with the requirements of the Code of Conduct and section 263 of the Local Government Act 1999.**

ATTACHMENTS

1. Attachment 1 - Notification to Councillor Hull 15 September 2021 [**5.3.1** - 2 pages]
2. Attachment 2 - Councillor Hull email 15 September 2021 [**5.3.2** - 1 page]
3. Attachment 3 - Media article 18 September 2021 [**5.3.3** - 1 page]
4. Attachment 4 - Code of Conduct for Council Members [**5.3.4** - 5 pages]

Kate McKenzie

From: Kris Hanna
Sent: Wednesday, 15 September 2021 10:36 AM
To: Bruce Hull
Cc: Kate McKenzie
Subject: Code of Conduct

Good morning Bruce

Please find attached a copy of the draft minutes for the Code of Conduct.

Under the requirements of the procedure, I am required to inform you of the outcome.

Yours faithfully

Kris

PERSONAL EXPLANATION

Councillor Bruce Hull sought and was granted leave of the meeting to provide a personal explanation. Councillor Bruce Hull made the following comments:

- Like Councillor Crossland raised, he is unsure why this complaint has been brought and is not clear on the grounds of the complaint or alleged breach
- He referred to a document sent to the Chief Executive and all Council Members that indicated he had not contacted the media, but rather they had contacted him.
- He didn't wish to say anything further beyond what was in the document

CONFLICT OF INTEREST

Councillor Bruce Hull declared an actual conflict of interest in the item as he was the subject of the Code of Conduct complaint and will leave the meeting for the item.

9.22 pm Councillor Hull left the meeting and did not return

Moved Councillor Luke Hutchinson

Seconded Councillor Joseph Masika

That Council :

1. Notes that Administration informed council of the prosecution of the former employee contrary to recent public statements and that administration are not obliged to inform elected members of the prosecution outcome (pursuant to the ***Local Government Act 1999***) of the terminated employee (which was publicly available knowledge)
2. Resolves that Councillor Hull in his behaviour and commentary to the media has breached the Code of Conduct, under Part 2:
 - *Section 2.2, Act in a way that generates community trust and confidence in the Council*
3. Censures Councillor Hull in relation to this incident and requests a written public apology from Councillor Hull

Carried

The Mayor called a division

Those For: Councillors Mason, Veliskou, Masika, Clancy, Prior, Telfer, Hutchinson and Duncan

Those Against: Councillors Shilling, Gard and Crossland

Carried

Kris Hanna
Mayor | City of Marion
T: 08 8375 6611 | PO Box 21 Oaklands Park SA 5046

Attachment – Councillor Hull email

Kate McKenzie

From: Bruce Hull
Sent: Wednesday, 15 September 2021 4:08 PM
To: Kris Hanna; Kate McKenzie; Tony Harrison
Cc: Council Members
Subject: Censure and apology

Good afternoon Kris,

Thank you for the advice in regards to the Code of Conduct matter last night . I wish to inform you that I will not be apologising for simply asking a question of the administration in relation to the outcome of an ICAC investigation, a matter of significant public interest. As you know I gave you as Mayor and the administration reasonable opportunity to formally brief the Council about the outcome of the O'Hanlon investigation and other matters relating to this former Unit Manager, prior to me taking the step to lodge my Question on Notice.

Could you please advise the Council that I will not be apologising and that I do not accept the basis of this censure. It is my view that in regards to this matter, I have done nothing wrong.

Kind regards

Bruce

Attachment – Media article – 18 September 2021

30 NEWS

SATURDAY SEPTEMBER 18 2021 ADVERTISER.COM.AU

Are you sorry? Hull, no



IT appears it doesn't pay to ask the hard questions if you are a Marion city councillor. Just ask long-term elected member **Bruce Hull**.

He has been ordered to apologise for publicly asking what happened to a former senior manager arrested for forging letters from sporting clubs to support a liquor licence for a community facility.

According to Mayor **Kris Hanna**, Cr Hull had brought the council into disrepute by questioning why elected members had not been told **James O'Hanlon** had pleaded guilty to falsifying documents and received a good behaviour bond.

Mr Hanna told a council meeting last month that Cr Hull had contacted an Advertiser journalist about the matter and deserved to have a code of conduct complaint lodged against him. Elected members voted 8-3 behind closed doors on Tuesday to censure Cr Hull and order him to apologise.

This was despite the journalist sending a letter to them, explaining Mr Hanna had got it wrong and he was the one who had contacted Cr Hull, not the other way around.

Cr Hull is understandably a bit miffed, arguing he had done nothing improper by asking for an update on Mr O'Hanlon, who has since moved on to another job at SA Health.

As far as Cr Hull is concerned, he was only doing what councillors are meant to do and that is to ask questions on behalf of their communities. He has no immediate plans to say sorry.

DOOR KNOCKING

FORMER Director of Public Prosecutions **Stephen Pallaras** QC confirmed this week he was running for state politics.

Turns out Mr Pallaras, pictured, knocked on a few doors before deciding to stand as an independent, including the Labor Party and SA Best.

Mr Pallaras has been talking about entering the political arena for a while, trying to lift his profile with regular letters to the editor and chats with talk-back radio presenters.

He didn't bother approaching the Liberal Party, having used his missives to regularly criticise its performance.

Mr Pallaras was appointed by Labor as the state's chief prosecutor in 2005 by former premier Mike Rann, who hailed him as an "Elliott Ness who loves to lock up the bad guys".

He ended up being unceremoniously dumped by Labor

following regular public dust-ups. Contacted this week, Mr Pallaras said he remained mystified about "how I went from being Elliott Ness to Al Capone in 24 hours".

Perhaps he should have a chat to someone from Labor. They will set him straight.

HEAD HUNTER

THE long-serving media manager for the Local Government Association, **Darren Hunter**, is following the organisation's former chief executive, **Matt Pinnegar**, to Canberra.

Mr Pinnegar approached Mr Hunter, who has looked after the LGA's communications for the past five years, soon after he became chief executive of the Australian Local Government Association two months ago.

Another departure from the LGA is Mr Pinnegar's former deputy, **Lisa Teburea**, pictured, who acted in the CEO role until **Clinton Jury** was appointed.

In other communications moves, **Craig Clarke** has left Marion Council after a long stint running its media unit, while former high-profile police media spokeswoman **Shelley Boothey** recently became the communi-

cations director for the Human Services Department.

CLEANING UP

FORMER Adelaide lawyer-turned-waste company founder-turned-tech entrepreneur **Jordan Walsh**, pictured, has ticked off another big milestone, raising \$10m from some of Australia's highest-profile investors to back his events company, Delegate Connect.

Mr Walsh, now based in Melbourne, turned his back on the legal profession when his cleaning company, Adelaide Green Clean, started to take off. The company was named the 2016 Telstra South Australian Business of the Year, with Mr Walsh later selling it and putting his efforts into Delegate Connect.

This week he announced that venture capital firm Airtree Ventures led an investment round putting money into his company, with Atlasian co-founder **Scott Farquhar** also tipping in some funds.

The founders of some of Australia's top start-ups, including **Alex Zaccaria**, of LinkTree, and **Andrew Barnes**, of Gol, also invested.



Marion Mayor Kris Hanna has taken a councillor to task for asking about a council manager arrested for forgery.

22 August 2013]

THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

CODE OF CONDUCT FOR COUNCIL MEMBERS*Local Government Act 1999: Section 63 (1)*

NOTICE under Clause 3.10 of the Code of Conduct for Council Members published by the Minister for Planning for the purposes of Section 63 (1) of the Local Government Act 1999.

For the purposes of Clause 3.10 of the Code of Conduct for Council Members adopted for the purposes of Section 63 (1) of the Local Government Act 1999 and published in the *Gazette* on the day on which this Notice is made, the value of \$100 is specified.

Dated 18 August 2013.

JOHN RAU, Deputy Premier, Minister for Planning

Code of Conduct for Council Members

*Published by the Minister for Planning for the purposes of Section 63 (1) of the
Local Government Act 1999.*

This Code of Conduct is to be observed by all Council members.

Council members must comply with the provisions of this Code in carrying out their functions as public officials. It is the personal responsibility of Council members to ensure that they are familiar with, and comply with, the standards in the Code at all times.

PART 1—PRINCIPLES**1. Higher principles—Overarching Statement**

This part does not constitute separate enforceable standards of conduct.

Council members in South Australia have a commitment to serve the best interests of the people within the community they represent and to discharge their duties conscientiously, to the best of their ability, and for public, not private, benefit at all times.

Council members will work together constructively as a Council and will uphold the values of honesty, integrity, accountability and transparency, and in turn, foster community confidence and trust in Local Government.

As representatives of open, responsive and accountable government, Council members are committed to considering all relevant information and opinions, giving each due weight, in line with the Council's community consultation obligations.

In the performance of their role, Council members will take account of the diverse current and future needs of the local community in decision-making, provide leadership and promote the interests of the Council.

Council members will make every endeavour to ensure that they have current knowledge of both statutory requirements and best practice relevant to their position. All Councils are expected to provide training and education opportunities that will assist members to meet their responsibilities under the Local Government Act 1999.

Council members will comply with all legislative requirements of their role and abide by this Code of Conduct.

PART 2—BEHAVIOURAL CODE**2. Behavioural Code**

In line with 'Part 1—Higher Principles' of this Code, the following behaviour is considered essential to upholding the principles of good governance in Councils.

This Part is for the management of the conduct of Council members that does not meet the reasonable community expectations of the conduct of Council members. It deals with conduct that does not, and is not likely to, constitute a breach of Part 3—Misconduct or criminal matters such as those contained in the Appendix to this document.

Robust debate within Councils that is conducted in a respectful manner is not a breach of this Part.

It is intended that each Council will adopt a process for the handling of alleged breaches of this Part. This process will be reviewed within 12 months of a general Local Government election.

Council members must:

General behaviour

- 2.1 Show commitment and discharge duties conscientiously.
- 2.2 Act in a way that generates community trust and confidence in the Council.

- 2.3 Act in a reasonable, just, respectful and non-discriminatory way when dealing with people.
- 2.4 Show respect for others if making comments publicly.
- 2.5 Ensure that personal comments to the media or other public comments, on Council decisions and other matters, clearly indicate that it is a private view, and not that of the Council.

Responsibilities as a member of Council

- 2.6 Comply with all Council policies, codes and resolutions.
- 2.7 Deal with information received in their capacity as Council members in a responsible manner.
- 2.8 Endeavour to provide accurate information to the Council and to the public at all times.

Relationship with fellow Council Members

- 2.9 Endeavour to establish and maintain a respectful relationship with all Council members, regardless of differences of views and opinions.
- 2.10 Not bully or harass other Council members.

Relationship with Council staff

- 2.11 Not bully or harass Council staff.
- 2.12 Direct all requests for information from the Council administration to the Council's Chief Executive Officer or nominated delegate/s.
- 2.13 Direct all requests for work or actions by Council staff to the Council's Chief Executive Officer or nominated delegate/s.
- 2.14 Refrain from directing or influencing Council staff with respect to the way in which these employees perform their duties.

Requirement to report breach of Part 3

- 2.15 A Council member who is of the opinion that a breach of Part 3 of this Code (Misconduct)— has occurred, or is currently occurring, must report the breach to the Principal Member of the Council or Chief Executive Officer, the Ombudsman or the Office for Public Integrity.
- 2.16 A failure to report an alleged or suspected breach of Part 3 of this Code is in itself a breach under this Part (Behavioural Code).

Complaints

- 2.17 Any person may make a complaint about a Council member under the Behavioural Code.
- 2.18 Complaints about behaviour alleged to have breached the Behavioural Code should be brought to the attention of the Principal Member or Chief Executive Officer of the Council, or nominated delegate/s.
- 2.19 A complaint may be investigated and resolved in any manner which that Council deems appropriate in its process for handling alleged breaches of this Part. This can include, but is not limited to: a mediator or conciliator, the Local Government Governance Panel, a regional governance panel or an independent investigator.
- 2.20 A complaint may be considered within this process to be trivial, vexatious or frivolous, and accordingly not investigated.
- 2.21 A failure of a Council member to cooperate with the Council's process for handling alleged breaches of this Part may be referred for investigation under Part 3.
- 2.22 A failure of a Council member to comply with a finding of an investigation under this Part, adopted by the Council, may be referred for investigation under Part 3.
- 2.23 Repeated or sustained breaches of this Part by the same Council member may be referred, by resolution of the Council, to the relevant authority as a breach of Part 3.
- 2.24 A breach of the Behavioural Code must be the subject of a report to a public meeting of the Council.

22 August 2013]

THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

Findings

- 2.25 If, following investigation under the Council's complaints handling process, a breach of the Behavioural Code by a Council member is found, the Council may, by resolution:
- 2.25.1 Take no action;
 - 2.25.2 Pass a censure motion in respect of the Council member;
 - 2.25.3 Request a public apology, whether written or verbal;
 - 2.25.4 Request the Council member to attend training on the specific topic found to have been breached;
 - 2.25.5 Resolve to remove or suspend the Council member from a position within the Council (not including the member's elected position on Council);
 - 2.25.6 Request the member to repay monies to the Council.

PART 3—MISCONDUCT**3. Misconduct**

Failure by a Council member to comply with this Part constitutes misconduct. The provisions within this Part may refer to statutory matters under the Local Government Act 1999. Any breach of these provisions will be investigated under that legislation.

Any person may report an alleged breach of this Part to the Council, the Ombudsman, the Electoral Commissioner (for alleged breaches of Code 3.8) or the Office for Public Integrity. Alleged breaches of this Part made to a Council or to the Office for Public Integrity may be referred to the Ombudsman for investigation under Section 263 of the Local Government Act 1999, by the Council's Chief Executive Officer or by the Independent Commissioner Against Corruption, where he or she so determines.

A report from the Ombudsman that finds a Council member has breached this Part (Misconduct) of the Code of Conduct must be provided to a public meeting of the Council. The Council must pass resolutions, that give effect to any recommendations received from the Ombudsman, within two ordinary meetings of the Council following the receipt of these recommendations.

An investigation under Part 3 of this Code does not preclude an investigation being launched as a potential breach of the criminal matters listed in the Appendix to this document.

Member duties

Council members must:

- 3.1 Act honestly at all times in the performance and discharge of their official functions and duties;
- 3.2 Perform and discharge their official functions and duties with reasonable care and diligence at all times;
- 3.3 Not release or divulge information that the Council has ordered be kept confidential, or that the Council member should reasonably know is information that is confidential, including information that is considered by Council in confidence;
- 3.4 Not exercise or perform, or purport to exercise or perform, a power, duty or function that he or she is not authorised to exercise or perform;
- 3.5 Not attempt to improperly direct a member of Council staff to act in their capacity as a Local Government employee for an unauthorised purpose;
- 3.6 Ensure that relationships with external parties cannot amount to interference by improper influence, affecting judgement, decisions and/or actions.

Gifts and benefits

3.7 Council members must not:

- 3.7.1 Seek gifts or benefits of any kind;
 - 3.7.2 Accept any gift or benefit that may create a sense of obligation on their part or may be perceived to be intended or likely to influence them in carrying out their public duty;
 - 3.7.8 Accept any gift or benefit from any person who is in, or who seeks to be in, any contractual relationship with the Council.
- 3.8 Notwithstanding Code 3.7, Council members may accept campaign donations as provided for in the Local Government (Elections) Act 1999.
- 3.9 Notwithstanding Code 3.7.3, Council members may accept hospitality provided in the context of performing their duties, including:

- 3.9.1 Free or subsidised meals, beverages or refreshments of reasonable value provided in conjunction with:
 - 3.9.1.2 Council work related events such as training, education sessions workshops and conferences;
 - 3.9.1.3 Council functions or events;
 - 3.9.1.4 Social functions organised by groups such as Council committees and community organisations.
- 3.9.2 Invitations to, and attendance at, local social, cultural or sporting events.
- 3.10 Where Council members receive a gift or benefit of more than a value published in the *Government Gazette* by the Minister from time to time, details of each gift or benefit must be recorded within a gifts and benefits register maintained and updated quarterly by the Council's Chief Executive Officer. This register must be made available for inspection at the principal office of the Council and on the Council website.

Register of Interests

- 3.11 Council members must lodge with the Council a complete and accurate primary return of their interests, and subsequent ordinary returns, as required by legislation.

Campaign donation returns

- 3.12 Council members must ensure that following each election an accurate campaign donation return is provided to the Chief Executive Officer of the Council as required by legislation.

Conflict of interest

- 3.13 Council members must be committed to making decisions without bias and in the best interests of the whole community and comply with the relevant conflict of interest provisions of the Local Government Act 1999.

Misuse of Council resources

- 3.14 Council members using Council resources must do so effectively and prudently.
- 3.15 Council members must not use Council resources, including services of Council staff, for private purposes, unless legally or properly authorised to do so, and payments are made where appropriate.
- 3.16 Council members must not use public funds or resources in a manner that is irregular or unauthorised.

Repeated or sustained breaches of Part 2

- 3.17 At the discretion of the Council to which the member is elected, repeated or sustained inappropriate behaviour, as listed in Part 2, may be escalated to an allegation of misconduct under this Part.
- 3.18 A failure to comply with a finding of inappropriate behaviour (by the Council, independent investigator or Ombudsman) under Part 2 is also grounds for a complaint under this Part.

APPENDIX—CRIMINAL MATTERS

The matters within this Appendix are matters for which a criminal penalty attaches. As separate legislation operates to cover such conduct, this part does not form part of the Code of Conduct for Council Members.

Allegations of conduct breaching these matters will be investigated in accordance with the legislation governing that conduct and they are included within this document only in order to provide a complete overview of the standards of conduct and behaviour expected of Council members.

Alleged breaches of matters outlined in this Appendix should be reported to the Office for Public Integrity in the first instance.

Breaches of the Local Government Act 1999

Member duties

A member of a Council must not, whether within or outside the State, make improper use of information acquired by virtue of his or her position as a member of the Council to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the Council (Section 62 (3)).

A member of a Council must not, whether within or outside the State, make improper use of his or her position as a member of the Council to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the Council (Section 62 (4)).

22 August 2013]

THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

Provision of false information

A member of a Council who submits a return under Chapter 5 Part 4 (Register of interest) and Schedule 3 of the Local Government Act 1999, that is to the knowledge of the member, false or misleading in a material particular (whether by reason of information included in or omitted from the return) is guilty of an offence (Section 69).

Restrictions on publication of information from Register of Interests

A Council member must not publish information, or authorise publication of information, derived from a Register unless the information constitutes a fair and accurate summary of the information contained in the Register, and is published in the public interest, or comment on the facts set forth in a Register, unless the comment is fair and published in the public interest and without malice (Section 71).

Breaches of other Acts

Acting in his or her capacity as a public officer, a Council member shall not engage in conduct, whether within or outside the state, that constitutes corruption in public administration as defined by Section 5 of the Independent Commissioner Against Corruption Act 2012, including:

An offence against Part 7 Division 4 (Offences relating to public officers) of the Criminal Law Consolidation Act 1935, which includes the following offences:

- bribery or corruption of public officers;
- threats or reprisals against public officers;
- abuse of public office;
- demanding or requiring benefit on basis of public office;
- offences relating to appointment to public office.

Any other offence, including an offence against Part 5 (Offences of dishonesty) of the Criminal Law Consolidation Act 1935, committed by a public officer while acting in his or her capacity as a public officer, or by a former public officer and related to his or her former capacity as a public officer, or by a person before becoming a public officer and related to his or her capacity as a public officer, or to an attempt to commit such an offence.

Any of the following in relation to an offence referred to in a preceding paragraph:

- aiding, abetting, counselling or procuring the commission of the offence;
 - inducing, whether by threats or promises or otherwise, the commission of the offence;
 - being in any way, directly or indirectly, knowingly concerned in, or party to, the commission of the offence;
 - conspiring with others to effect the commission of the offence.
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5.4 SWBMX and Cove Soccer Facilities – Community Land Management Plan

Report Reference	SGC210928R5.4
Originating Officer	Unit Manager Land & Property – Michael Collins
Corporate Manager	Manager City Property - Thuyen Vi-Alternetti
General Manager	General Manager City Development - Ilia Houridis

REPORT OBJECTIVE

The objective of the report is to obtain the decision of Council as to whether to exclude the land at Glenthorne National Park, which is due to be leased by Council from the Minister for Environment and Water, from classification as Community Land in accordance with S193 (4)(a) of the Local Government Act, or whether to endorse the draft Community Land Management Plan SWBMX and Cove Soccer Facility to be subject to a period of community engagement.

EXECUTIVE SUMMARY

When the Lease is executed between Council and the Minister for Environment and Water over the portions of land at Glenthorne National Park, where Council is constructing the new BMX and Soccer facilities, the land will automatically be classified as Community Land, unless Council resolves to exclude it from classification as Community Land prior to entering into the Lease Agreements with the Minister for Environment and Water.

If Council chooses not to exclude the land from classification as Community Land then it is required under the Local Government Act 1999, to adopt a Community Land Management Plan prior to entering into any sublease or sublicence agreements over the land.

This report sets out the two options available to Council.

Option 1

Endorse the draft Community Land Management Plan to be subject to a period of community engagement.

Or

Option 2

Resolve to exclude the land from classification as Community Land prior to entering into the Lease with the Minister for Environment and Water.

RECOMMENDATION

Option 1 – Include as Community Land and consult on draft Community Land Management Plan

That Council:

- 1. Endorses the draft Community Land Management Plan (Attachment 1) to be subject to a period of community engagement in accordance with the requirements of Section 197 of the *Local Government Act 1999*, Council's Community Engagement Policy, and the Community Engagement Plan attached (Attachment 2)**
- 2. Requires a further report be presented to a future General Meeting of Council to consider the feedback received from the community engagement following the**

conclusion of the consultation.

3. Authorises the Chief Executive Officer to make minor changes to the draft Community Land Management Plan, if required, prior to commencement of Community Engagement.
4. Authorises the Mayor and Chief Executive Officer to attest to the affixation of the Common Seal of the City of Marion to the Lease agreements between Council and the Minister for Environment and Water for the BMX and Soccer facilities situated at Glenthorne National Park being the Portions of Crown Records Volume 6238 Folio 732, Volume 6238 Folio 733, Volume 6238 Folio 738 situated at Majors Road Trott Park.

Or

Option 2 – Exclude from Community Land Classification

That Council:

1. In accordance with the provisions of Section 193 (4) (a) of the Local Government Act Resolves to exclude from classification as Community Land the Portions of Allotment 6 in Deposited Plan 25441 comprised in Crown Records Volume 6238 Folio 732, Volume 6238 Folio 733, Volume 6238 Folio 738 situated at Majors Road Trott Park, being land to be Leased from the Minister of Environment and Water in Glenthorne National Park for a BMX and a Soccer facility.
2. Places a notice in the South Australian Government Gazette, and the Advertiser Newspaper to give effect to Item 1 above.
3. Following the publication of the notice in the South Australian Government Gazette, authorises the Mayor and Chief Executive Officer to attest to the affixation of the Common Seal of the City of Marion to the Lease agreements between Council and the Minister for Environment and Water for the BMX and Soccer facilities situated at Glenthorne National Park being the Portions of Crown Records Volume 6238 Folio 732, Volume 6238 Folio 733, Volume 6238 Folio 738 situated at Majors Road Trott Park.

DISCUSSION

Background

Council currently has an agreement with the Minister for Environment and Water for the construction of Soccer and BMX facilities on land that forms part of the Glenthorne National Park at Majors Road Trott Park. The construction of the facilities is expected to be complete at the beginning of 2022.

Negotiations with the Minister for the long-term lease of the site with an initial term until 30 June 2046 together with three rights of renewal for terms of five years each have been undertaken, in total a 40 year term. Agreements have been drafted, with final commentary being addressed to progress for execution by Council and the Minister.

Council is also in the process of drafting sub agreements for SWBMX Facility Incorporated, and Cove Soccer Incorporated.

The *Local Government Act 1999* (the Act) requires that land under the care control and management of Council, unless excluded, revoked or is a road is classified as Community Land. All Community Land if it is to be modified for the enjoyment of the community, or is to be alienated by Lease or Licence must have a Community Land Management Plan (CLMP).

The land will automatically be classified as Community Land, unless Council resolves to exclude it by resolution from classification as Community Land prior to entering into the Lease Agreements with the Minister for Environment and Water.

If it is not intended to exclude this land from classification as Community Land, in accordance with the Act Council is required to put in place a CLMP. Council should not enter into the sub agreements with SWBMX or Cove Soccer until a CLMP has been adopted.

Option 1 – Retain the Community Land classification and endorse the Draft CLMP for consultation

If Council chooses to retain the Community Land classification of the land to be leased, then the Act requires (and recent case law clarifies) that a CLMP must be prepared for the land and the CLMP must include:

- Identification of the land to which it applies
- The purpose for which the land is held
- The council's objectives, policies (if any) and proposals for the management of the land
- Performance targets and how the council proposes to measure its performance against its objectives and performance targets.

As the land is not in Council's ownership, Council has a requirement to consult with the owner of the land at an appropriate stage during the preparation of the plan, and the plan must:

- Identify the owner of the land
- State the nature of any trust, dedication or restriction to which the land is subject
- Contain any provisions that the owner reasonably requires and identify those provisions as provisions required by the owner.

In accordance with the requirements of the Act, the attached draft CLMP was submitted to Crown Lands, as representatives of the Minister, for their comments, which have been received and incorporated into the draft CLMP. There were no specific provisions that were required which need noting in the CLMP as being required by the owner.

The draft CLMP has been prepared to take into account that CLMP's are intended to be high level documents, and not operationally detailed and prescriptive. It has also been worded to make it meaningful, but also to balance risks to Council associated with recent case law. A legal review has been undertaken and recommendations from this review have also been incorporated in the draft CLMP.

If Council choose to pursue this option, then the next steps will be:

- Undertake community consultation.
- Future report to Council to consider feedback received.
- Adoption or revision of the CLMP by Council.
- If adopted, then a Notice in the Advertiser newspaper and the Government Gazette.
- If revised or amended, then additional community consultation may be required prior to further consideration by Council for adoption.

Considerations:

If council proceed with this option, the following should be considered:

- Whilst there is sufficient time to undertake community consultation and adopt the CLMP before entering into the sub agreements with SWBMX and Cove Soccer, should a second period of consultation be required on the CLMP it could affect the dates that SWBMX and

Cove Soccer can take occupation of their respective sites and events that may be planned for early 2022.

- The CLMP will add another layer of governance to the management of the land, which will already be protected by the terms of the Lease Agreements, and the *National Parks and Wildlife Act 1972*. It also increases the risks to Council that could come from a legal challenge to Council if it is perceived that Council is managing the land in a manner inconsistent with its CLMP.

Option 2 – Exclude the land from classification as Community Land

Section 193(4)(a) and (b) of the Act provide for Councils to exclude land from classification as Community Land by resolution of Council prior to the land becoming local government land provided the land is not affected by provisions of a reservation, dedication, trust or other instrument that would prevent or restrict its alienation.

If Council chose this option then no community consultation is required under the Act.

Section 193 (4)(a) of the Act does not stipulate the requirement for the approval of the owner of the land, however we have asked the Ministers' representatives in the Department for Environment and Water whether they would have any issues or concerns should Council resolve to exclude the land from Community Land classification.

The Department for Environment and Water have confirmed in writing to Council that:

- (a.) It is Council's responsibility to independently manage community land classification and meet any obligations under the Local Government Act;*
- (b.) However, to the extent that the Council have the opportunity to resolve to exclude the land from Community Land Classification, DEW do not believe this will have a negative impact on the operation of the BMX facilities and Soccer facilities. This is because:*
 - *The National Parks and Wildlife Act 1972 provides sufficient regulation to ensure that environmental management of the sites is consistent with community expectations;*
 - *The lease contracts for the BMX facility and the Soccer facility provide additional regulation to ensure that the sites are maintained and repaired in a manner which is consistent with community expectations; and*
 - *The lease contracts also provide additional regulation to ensure that the operation of the sites remain to be sporting facilities, with additional supporting services (such as sale of food, drink and merchandise).*

If the land is excluded from Community Land classification, then Council will be able to execute the Lease Agreement with the Minister following the placement of notices in the Government Gazette and the Advertiser newspaper. The sub agreements with SWBMX and Cove Soccer will also be able to be executed once finalised.

Considerations:

If council proceed with this option, the following should be considered:

- Community perception regarding the spirit of the Act to exclude land from Community Land classification may be a concern. It is important to note that Council does not own the land in question, which will be under Council's control and administration for the purposes of providing community facilities through a lease agreement. The said land is a National Park and has the added protection for the community under that classification and Council could not sell the said parcel. Finally Council's significant long term investment for community purposes further confirms this land for community use.

Affixation of Common Seal

Both options include in the recommendations that the Mayor and Chief Executive Officer are authorised to attest to the affixation of the Common Seal of the City of Marion to the Lease Agreements between Council and the Minister.

Most Council community Lease Agreements are executed by administration under sub-delegation, however due to the length and community significance of these agreements it may be a requirement by the Minister for Environment and Water that these agreements are executed by Common Seal. The affixation of the Common Seal of Council requires a resolution of Council.

ATTACHMENTS

1. V4 Draft CLMP SWBMX & Soccer Facility [**5.4.1** - 9 pages]
2. Community Engagement Plan - CLMP SWBMX & Soccer [**5.4.2** - 8 pages]

COMMUNITY LAND MANAGEMENT PLAN



SWBMX & Southern Soccer Facility

PO Box 21, Oaklands Park
South Australia 5046

245 Sturt Road, Sturt
South Australia 5047

T (08) 8375 6600

F (08) 8375 6699

E council@marion.sa.gov.au

Kaurna Acknowledgement

Acknowledgement and respect is paid to the Traditional Owners of the land, the Kaurna People of the Adelaide Plains. It is upon their ancestral lands that the Land is situated. It is also The Place of the Kardi, the Emu, whose story travels from the coast inland. Respect is paid to Elders past and present and their spiritual beliefs and connections to land which are of continuing importance to the living Kaurna people of today. Acknowledgement is also given to the contributions and important role that Aboriginal people continue to play within our shared community.

Purpose for which the Land is held by Council

Glenthorne National Park is constituted a National Park pursuant to the *National Parks and Wildlife Act 1972 (SA)*.

By virtue of section 35 of the *National Parks and Wildlife Act 1972 (SA)*, the Council has the control and administration of a portion of Glenthorne National Park (the Land).

In accordance with the terms and conditions of two (2) Lease Agreements (the BMX Facility Lease and the Soccer Facility Lease), the Minister for Environment and Water (the Minister) granted to the Council a right to access and use of portions of the Land to operate a BMX Facility and a Soccer Facility.

In accordance with the requirements of the *Local Government Act 1999* (the Act), and under the BMX Facility Lease and the Soccer Facility Lease, the Council will, in its management of the Land:

- maintain access from and across the Land;
- take reasonable steps to maintain and preserve the infrastructure and other facilities that existed on the Land at the time that it was placed under the control and administration of the Council;
- take reasonable steps to preserve vegetation on the Land (outside of buildings and ancillary structures of the BMX Facility and the Soccer Facility); and
- not develop or adapt the Land for a purpose that would restrict access to and use of the Land, or be inconsistent with the BMX Facility Lease and the Soccer Facility Lease.

The City of Marion acknowledges it is part of Kaurna land and recognises the Kaurna people as the traditional and continuing custodians of the land.



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Objectives for the management of the Land

The Land is to be managed in accordance with the BMX Facility Lease and the Soccer Facility Lease between the City of Marion and the Minister.

In doing so, the following objectives each carry equal weighting. This means that not one objective outweighs another and rather, each objective is to be considered in a balanced and measured way taking into account (as relevant) the specific facts and circumstances applicable to the decision-making process.

- To provide open space areas and facilities that encourage participation in, and facilitate, recreational and community sport pursuits, and to seek to maximise the use of the Land and their facilities for these purposes, consistent with the permitted use.
- To provide high quality sport and recreation grounds and related infrastructure that meet community needs.
- To support use of open space for short term activities, such as sporting competitions and events.
- To facilitate use of the Land for community purposes and in accordance with any sub-lease or sub-licence issued by the Council, with the consent of the Minister and consistent with the permitted use.
- To facilitate appropriate recreational and cultural activities occurring on the Land, consistent with the permitted use under the BMX Facility Lease and the Soccer Facility Lease.

Proposals for the management of the Land

Subject to compliance with the requirements of all relevant legislation and the BMX Facility Lease and the Soccer Facility Lease, the Council may develop and manage the Land to enhance its use as a community asset.

Council's proposals for management of the Land are:

- The provision, maintenance, renewal and upgrade of assets, as appropriate and within budget constraints, including (but not limited to) buildings, playing surfaces, drainage, water detention, car parking, lighting, footpaths, access roads, furniture and landscaping.
- Council may at its discretion, and consistent with the BMX Facility Lease and the Soccer Facility Lease, approve the use of any part of the Land for business purposes, provided that such business purpose is not inconsistent with the permitted use of the Land.
- Facilitation of programs, services and activities consistent with the permitted use of the Land, including those undertaken by groups or organisations under a sub-lease or sub-licence granted by Council, with the consent of the Minister.

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- Use of the Land by individuals, groups or organisations, consistent with the permitted use of the Land, under a sub-lease or sub-licence granted by Council, with the consent of the Minister.

Performance Targets and measures

Objective	Performance Target	Performance Measure
To provide open space areas and facilities that encourage participation in, and facilitate, recreational and community sport pursuits, and to seek to maximise the use of the Land and their facilities for these purposes.	Provide safe and appropriately maintained land and facilities.	<p>Periodic inspection and maintenance and asset renewal undertaken in accordance with work schedules, Asset Management Plans, and occupancy agreements where relevant.</p> <p>Periodic inspections of the Land to be conducted and any obvious safety concerns arising in connection with them will be addressed as a matter of priority and as soon as practical.</p> <p>Any reported accidents or service requests will be investigated by Council and responded to in accordance with Council's customer service standard.</p> <p>Signage to be erected on the Land where appropriate, to provide guidance to the public regarding appropriate uses of the Land</p>
To provide high quality sport and recreation grounds and related infrastructure that meet community needs.	Facilities provided on the Land are planned and designed in response to identified community, sport and recreation needs.	<p>Periodic maintenance and asset renewal undertaken in accordance with work schedules and Asset Management Plans.</p> <p>Any new infrastructure that is installed on the Land complies with applicable Australian Standards</p>

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		Increased visitation to and use of the Land, which may be measured through customer surveys and feedback.
To support use of open space for short term activities, such as competitions and events.	Land is suitable for agreement holders to use for a range of activities and events.	<p>Agreement holders have been able to facilitate the use of the sites for events and competitions.</p> <p>Authorisation issued where the Council considers this is appropriate to support suitable recreational and cultural activities occurring on the Land, with consent of the Minister.</p> <p>Increased public satisfaction and use of the Land as measured by feedback that is provided to the Council through its customer feedback platforms</p>
To facilitate use of the Land for community purposes and in accordance with any sub-lease or sub-licence issued by the Council, with the consent of the Minister and consistent with the permitted use.	Land is available to the public, where practicable, through structured an unstructured sport and recreation activity.	Reasonable and safe access to the Land is maintained unless precluded for safety or environmental protection reasons.
To facilitate appropriate (as determined by the Council and consistent with the permitted use) recreational and cultural activities occurring on the Land in accordance with any sub-licence or sub-lease issued by the Council, with the consent of the Minister.	Land is available to the public, where practicable, through structured an unstructured sport and recreation activity.	Reasonable and safe access to the Land is maintained unless precluded for safety or environmental protection reasons.

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To manage the land in accordance with the BMX Facility Lease and the Soccer Facility Lease between the Council and the Minister.	There are no breaches of the Head Lease or under Lease or Licence Agreements	Council is not notified of any breaches of the BMX Facility Lease and the Soccer Facility Lease, and is not required to issue any Notices of breach to agreement holders.
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Policies and Plans

The SWBMX & Southern Soccer Facility Plan will be implemented, where applicable, in accordance with other plans and policies that relate to the Land (as may be amended from time to time), including the plans and policies listed below.

These plans and policies establish objectives, strategies and actions that will guide the future development, maintenance and management of community land within the Council's area, including the Land.

Each are available for inspection at the Council's principal office during ordinary business hours and on the Council's website www.marion.sa.gov.au.

In accordance with the Act, in the event of an inconsistency between the provision of an official plan or policy under another Act and the provisions of the SWBMX & Southern Soccer Facility Plan, the provisions of the official plan or policy prevail to the extent of the inconsistency.

- **City of Marion Strategic Plan 2019-2029**
A strategic plan that provides a framework to respond to the economic, social and environmental sustainability pressures faced by the Council region.
- **Open Space Framework 2018- 2028**
The Council's Open Space Framework provides a strategic framework that guides the future provision, development and management of open space across the Council area over the next 10 years. The Framework is focused on achieving an equitable spread of appealing and functional open space across the City, establishes nine (9) areas to renew, develop and improve open space within the area, addresses current and future community needs, establishes a 'needs based' assessment to help deliver open space projects throughout Wards, and confirms how the council will engage with the community on local open space projects, including playgrounds and reserves.
- **Equity, Access and Social Inclusion Policy**
Supports Council's commitment to creating a community where people of all ages and abilities have equal opportunity to access and participate in community life with dignity.
- **Asset Management Policy**
Identifies how asset management is to meet a required level of service in the most cost-effective way, through the creation, acquisition, maintenance, operation,

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rehabilitation and disposal of assets to provide for present and future community needs.

- **Disability Access and Inclusion Plan 2020 -2024**
The Disability Access and Inclusion Plan is a framework to ensure that all persons can participate in community life with dignity.
- **Risk Management**
Council will integrate risk management into its corporate culture and its everyday business operations at the strategic, project, operational and emergency risk levels.
- **Resilient South**
A plan to ensure the southern region remains a vibrant, desirable and productive place to live, work and visit, and that our businesses, communities and environments can respond positively to the challenges and opportunities presented by a changing climate.
- **Tree Management Framework**
Has been developed to meet the changing nature of tree management principles in a strategic and sustainable way. This includes a tree character vision for the city and tree management principles, which drive directions for trees in parks, reserves and streets.
- **Local Government Land By-Law No 3**
Regulates access to and activities that may be undertaken on the Land

South Australian Government Policy

- **Resilient South Adaption Plan**
The goal of Resilient South is a region that is resilient to natural hazards associated with climate change, focused on preparedness and crisis avoidance and captures opportunities in innovation in adapting to climate change.

Land Identification

The Land is the following portions of the land comprised in the following Crown Records:

Crown Record	Address	Owner
Portion of Volume 6238 Folio 732	Majors Road, Trott Park, SA 5158	Minister for Environment & Water
Portion of Volume 6238 Folio 733	Majors Road, Trott Park, SA 5158	Minister for Environment & Water
Portion of Volume 6238 Folio 738r	Majors Road, Trott Park, SA 5158	Minister for Environment & Water

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As delineated in Red in the Plans below

Portion of Lot 6 Volume 6238 Folio 732



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Portion of Volume 6238 Folio 733; and

Portion of Volume 9238 Folio 738



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Ownership details:

The Land is owned by the Minister for Environment and Water.

By virtue of section 35 of the *National Parks and Wildlife Act 1972 (SA)*, the Council has the control and administration of the Leased Land.

The Council has a right to access and use of portions of the Land, as a BMX Facility and a Soccer Facility in accordance with the terms and conditions of the BMX Facility Lease and the Soccer Facility Lease.

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Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



Title	Community Engagement Plan – SWBMX & Soccer Facility
Date	October 2021

Purpose of engagement:

- Consult the Community in relation to the draft CLMP for the new SWBMX & Soccer Facilities
- Ensure Council is compliant with all relevant policies, and legislation in relation to this process, in particular Council's Community Engagement Policy and the Local Government Act 1999, and;
 - be clearly presented and relevant;
 - be readily accessible;
 - clearly define the aspects of the matter, subject to community engagement;
 - outline the decision-making process of the matter, subject to the community engagement.
- Ensure the process is transparent and takes account of community expectations whilst being in plain English and technically/legally compliant; and
- Obtain feedback on the CLMP, and hear what the Community has to say, in favour, neutral, or opposed.
- Present the information to Council to enable Elected Members to make an informed decision

Key engagement messages

- The land leased from DEW is classified as Community Land
- It is intended to grant sub lease and licence agreements to SWBMX and Cove soccer
- The Local Government Act 1999 requires that Council adopts a Community Land Management Plan (CLMP) to inform its decision making in relation to the land.
- Council is required to consult on the proposed CLMP prior to adopting it.
- Council has prepared a draft CLMP for consultation
- Feedback received is important and will be considered by Elected Members in their decision-making process.

Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



Stakeholder Identification
<p>Key stakeholders in this engagement process are considered to be:</p> <ul style="list-style-type: none"> • SWBMX • Cove Soccer • Friends of Glenthorne National Park • Department for Environment & Water
Engagement Activities
<ul style="list-style-type: none"> • Making Marion website content • Notice in the Advertiser • Social Media, including paid for targeted advertisements directing users to the website; • The activities identified will happen concurrently and will be assessed in a cumulated form to understand the community's views and to assist in Council decision making.
Risk identification
<ul style="list-style-type: none"> • Ensure DEW have early information available to assess level of comfort in what is included in the sub lease and ensure we need to include flexibility to avoid any delays in the community land management plan adoption • If changes are required to CLMP this would impact timing of project

Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



Activities	IAP2 level of engagement	Target stakeholder groups	Objectives
Pre engagement	Consult	<ul style="list-style-type: none"> • DEW • Elected Members • ELT 	<ul style="list-style-type: none"> • To review the engagement approach and provide feedback regarding landowners feedback to ensure needs are covered in lease conditions • To endorse and support the engagement approach and have early awareness
Council webpage content	Consult	<ul style="list-style-type: none"> • Cove Soccer • Friends of Glenthorne National Park • SWBMX • Cove Soccer 	<ul style="list-style-type: none"> • Inform stakeholders of the proposal and give information • Making Marion page with online submission form, access to the Community Land Management Plan documentation • Advertiser notification
Social Media	Inform	<ul style="list-style-type: none"> • Adjacent and surrounding residents • Site users • Other interested parties 	<ul style="list-style-type: none"> • Raise awareness and promote Making Marion opportunity to provide feedback
Newspaper Notice	Consult	<ul style="list-style-type: none"> • Public 	<ul style="list-style-type: none"> • Inform stakeholders of the proposal and give information • Direct to Making Marion website
Consideration of feedback	Consult	<ul style="list-style-type: none"> • Council staff • Elected Members 	<ul style="list-style-type: none"> • Ensure feedback is captured and used to inform Council's decision making process
Feedback to those who engaged	Inform	<ul style="list-style-type: none"> • All parties that took part in the engagement process 	<ul style="list-style-type: none"> • Ensure those who engaged in the process are informed of how their feedback was used and of the final outcome

Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



Consultation Activities Timeline										
Week Commencing Date	20 Sept	11 Oct	18 Oct	25 Oct	1 Nov	8 Nov	15 Nov	22 Nov	30 Aug	
Activity										
GM Signoff Engagement Plans										
Mayor & Elected Member Notification										
Report to Council to endorse consultation on CLMP										
Newspaper advert (advertiser)		14 Oct								
Website – Making Marion		From 14 Oct								
Having CLMP available for viewing at Admin Centre & City Services		From 14 Oct								
Social Media (general) post in addition to a targeted (sponsored) advertisement		Periodically during the consultation period								
Consideration of Feedback and preparation of Council Reports						Consider feedback & prepare council report		Report to 23 Nov GC Meeting		

Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



Information to be Incorporated on Making Marion Website

Council is seeking feedback on the Draft Community Land Management Plan (CLMP) for SWBMX & Soccer Facilities pursuant to Section 196 & 197 of the *Local Government Act 1999*

Council is requesting feedback on the proposal mentioned above and encourages the community to provide its feedback, both positive and negative. All feedback will help Council make a decision on the Draft Community Land Management Plan ('CLMP').

Council has entered into a lease of the sites from the Department for Environment and Water for the new SWBMX facility and the new Cove Soccer facility located within the Glenthorne National Park.

The *Local Government Act 1999* ('the Act') dictates that all land owned by or under the "care and control" of Council is classified as Community Land unless the land was excluded from Community Land classification, is a road, or has had its classification as Community Land revoked.

All Community Land must be subject to a management plan which states the purpose for which the land is held by Council; and states the Council's objectives, policies (if any) and proposals for the management of the land.

Council cannot sell Community Land and must carry out public consultation in accordance with its public consultation policy prior to granting a lease or licence for a term in excess of five years.

The CLMP helps guide Council in its decision-making processes in relation to the use of the Land, including: whether to grant a lease or licence, permitted use, and approval in its capacity as land owner for development activities. As such Council has prepared a draft CLMP which is available here [XXXXXXXXXX](#) and at Council's offices for inspection.

If, after consideration of the consultation feedback, Council resolves to adopt the draft CLMP, the Act requires Council to give public notice of the adoption of the Management Plan. Once this notice has been placed, the Community Land Management Plan will take effect.

It is preferred that your feedback is made via Making Marion website, however if you are unable to do so, then your feedback can be posted [xxxxxxxxxxxxxx](#), OR hand delivered to the [xxxxxxxxxxxxxx](#), OR emailed to [xxxxxxxxxxxxxx](#). Your feedback must be made in writing and must clearly identify the proposal you are wishing to make comment on, being headed 'SWBMX & Cove Soccer CLMP'.

It is a requirement that all feedback includes your name, address and contact information. Please note, all submissions will become public documents upon receipt.

Residents may obtain further information by contacting Council's Property Team on telephone [xxxxxxx](#), or email [xxxxxxxxxxxxxx](#).

The closing date for submissions is 5pm Thursday 4 November 2021.

**Community Land Management Plan
SWBMX & Soccer Facility**
Community Engagement Plan



NEWSPAPER ADVERT WORDING

**COMMUNITY LAND MANAGEMENT PLAN – SWBMX &
COVE SOCCER – GLENTHORNE NATIONAL PARK**

City of Marion is seeking feedback on a Community Land Management Plan

Section 196 & 197 Local Government Act, 1999

**DRAFT SWBMX & COVE SOCCER COMMUNITY LAND MANAGEMENT PLAN
Glenthorne National Park**

To find further information and have your say please visit makingmarion.sa.gov.au

Councils Property Team can be contacted on xxxxxx or email
[xxxxxxxxxx](mailto:xxxxxxxxxx@marion.sa.gov.au)

Consultation closes 5pm Thursday 4 November 2021

Tony Harrison
Chief Executive Officer

Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



FAQ Content

1. What is the status of the Land?

The land is leased by Council from the Department for Environment & Water.

2. What is Community Land and why does Council need to have a Community Land Management Plan?

The Local Government Act 1999 states that all land owned by or under the “care and control” of Council is classified as Community Land unless the land was excluded from Community Land classification, or has had its classification as Community Land revoked. All Community Land must have a management plan which outlines the purpose for which the land is held by Council; and states the Council’s objectives, policies (if any) and proposals for the management of the land. Council cannot sell Community Land, and must carry out public consultation in accordance with its public consultation policy prior to granting a lease or licence for a term in excess of five years. The plan helps guide Council in its decision making processes in relation to the use of the Land, including: whether to grant a lease or licence, permitted use, and approval in capacity as Land Custodian for Development activities.

3. Why don’t we already have Community Land Management Plan in place

The land has only just come into Councils care control and management. The Local Government Act 1999 gives Councils a reasonable timeframe to put a CLMP in place.

4. Why is Council carrying out this community engagement?

Council has a legal obligation under the Local Government Act 1999 to carry out community engagement prior to the adoption of a Community Land Management Plan. Notwithstanding this legal requirement, Council would like to receive feedback from community stakeholders in relation to the Draft Community Land Management Plan to help inform the decision making of Council.

5. What benefit will the community get from the CLMP?

The Community Land Management Plan will be a public document that clearly defines the objectives for the Land and will guide Council decision making in relation to the use of the Land. Community Land Management Plans assist and keep Council accountable in the management of community land.

6. Will Council simply endorse or reject the plan in its current form?

After consideration of Community Engagement responses, Council may decide to adopt the Draft Community Land Management Plan as currently written, or chose to adopt amendments to the draft Community Land Management Plan which may require further community consultation.

7. Is it worth my while submitting feedback. Hasn’t Council already made a decision? Will my feedback be listened to?

Yes – your feedback is extremely important! Your views are important, and will be considered as part of the decision making process of Council. Further reports and recommendations will be presented to Council following the conclusion of the engagement period.

Community Land Management Plan SWBMX & Soccer Facility Community Engagement Plan



8. What if there are conflicting views expressed in the process?

We would expect there to be conflicting views expressed through the consultation process. Council will listen to these views when considering its decisions in relation to the adoption of the Community Land Management Plan.

9. If Council endorses a Community Land Management Plan, when does it become effective?

The Local Government Act 1999 requires Council to give public notice of the adoption of a Management Plan, once this notice has been placed, the Community Land Management Plan will take effect.

DRAFT CONSULTATION QUESTIONS.

Please note: We will seek people's demographic information including email, suburb and street on our Making Marion website as all surveys are set to registered submissions as a mandatory setting. This is to objectively assess the results and ensure balanced analysis of feedback from all stakeholders and is an elected member expectation.

1. Do you support the Draft CLMP as currently written? Yes / No
2. If No, what changes would you like to see made to the plan?
3. Any other comments on the Draft CLMP?

Sign off	
Does this consultation require endorsement from Elected Members and Mayor?	Comments
Yes	
Signed by LT: Michael Collins	
Signed by SLT: Thuyen Vi-Alternetti	
Signed by ELT: Ilia Houridis	

5.5 Appointment of Deputy Mayor

Report Reference	SGC210928R5.5
Originating Officer	Unit Manager Governance and Council Support – Victoria Moritz
Corporate Manager	Manager Office of the Chief Executive - Kate McKenzie
General Manager	Chief Executive Officer - Tony Harrison

REPORT OBJECTIVE

For Council to appoint a Deputy Mayor in accordance with legislative requirements.

EXECUTIVE SUMMARY

The role of Deputy mayor is to support the Mayor in their official capacity and be able to undertake the Mayoral role in the event the Mayor is absent. Additional duties may involve presiding at Council meetings, acting as principal spokesperson, representing Council at civic and ceremonial functions and attendance at certain meetings with Council Members, State and Federal Members of Parliament, business and community leaders and residents.

It also provides a developmental role for a Council Member and an opportunity for a strengthened relationship between the Mayor and the Deputy.

RECOMMENDATION

That Council:

- 1. Appoints Councillor X as the Deputy Mayor from 20 November 2021 until 11 November 2022.**

DISCUSSION

The City of Marion is constituted on the basis that the Mayor is “elected as a representative of the area as a whole”. Section (51)(3) and (4) of the *Local Government Act 1999* (the Act) provides that *‘if a council has a Mayor, the council may also resolve to have a Deputy Mayor. Such a position is chosen amongst the council at their discretion for a period of time not exceeding four years’*.

At the General council meeting on 27 October 2020 Councillor Nathan Prior was appointed as Deputy Mayor for the period 20 November 2020 until 19 November 2021.

It is proposed that the Deputy Mayor for the next period be appointed from 20 November 2021 until 11 November 2022 to align with the Local Government Elections which will be held on 11 November 2022.

The Council has traditionally appointed a Deputy Mayor each year, therefore creating the opportunity for four Council Members to undertake the role during the Council’s four year term.

The last four Deputy Mayors have been;

- 2020/21 Councillor Nathan Prior
- 2019/20 Councillor Mathew Shilling
- 2019 Councillor Tim Pfeiffer (until his resignation)
- 2018 Councillor Janet Byram

An allowance is paid to all Council Members in accordance with Section 76 of the Local Government Act 1999. This allowance is set by the Remuneration Tribunal of South Australia (the Tribunal).

Previously Section 76(9) provided that allowances would increase pursuant to a formula in the Regulations. As a result of the Local Government Reform, and changes in the Act, the formula has been deleted from the Variation Regulations. In future the Local Government Association (LGA) will liaise with the Tribunal to provide clear advice to Councils about CPI adjustments to member allowances.

An allowance determined under Section 76 is to be adjusted on the first, second and third anniversaries of the relevant periodic elections to reflect changes in the Consumer Price Index.

The Tribunal last reviewed the allowances in August 2018 in the lead up to the Local Government Elections and classified the City of Marion as a Group 1B Council. In November each year the allowances increase by CPI. The current allowances set for this group are:

- Mayor \$ 86,484 (pa)
- Deputy Mayor \$ 27,026 (pa) (one and a quarter times the Councillor allowance)
- Councillor \$ 21,621 (pa)

Provision has been made within Council's budget for the payment of allowances.

Process for Appointment

During the Council Meeting, the Mayor will seek nominations for the position of Deputy Mayor. If there is more than one nomination received, a secret ballot will be held to ascertain Council's preference for Deputy Mayor. This will occur by preferential voting methods. Following this, a resolution would be passed to appoint the Deputy Mayor until 11 November 2022.

ATTACHMENTS

Nil

5.6 Elected Member Representatives for various positions 2021-2022

Report Reference	SGC210928R5.6
Originating Officer	Unit Manager Governance and Council Support – Victoria Moritz
Corporate Manager	Manager Office of the Chief Executive - Kate McKenzie
General Manager	Chief Executive Officer - Tony Harrison

REPORT OBJECTIVE

The purpose of this report is for Council to appoint Elected Members to various positions of Council and Council Committees for the 2022 calendar year. The appointment of Elected Members to these positions is required to fulfill Council's governance and legislative obligations.

EXECUTIVE SUMMARY

The following Council and Committee positions are due to expire 30 November 2021:

- Planning and Development Committee (4-6 positions)
- Presiding Member to the Planning and Development Committee (1 position)
- Asset and Sustainability Committee (4-6 positions)
- Presiding Member to the Asset and Sustainability Committee (1 position)
- Finance and Audit Committee (1-2 positions)
- Review and Selection Committee (2 positions)

Nominations will be sought during the meeting and a ballot will be held if more nominations than vacancies occur. The process for the ballot is provided in **Attachment 1**.

RECOMMENDATION

That Council:

1. **Appoints Councillor, Councillor, Councillor, Councillor, Councillor, and Councillor, to the Planning and Development Committee for a term commencing on 1 December 2021 and concluding on 11 November 2022.**
2. **Appoints Councillor as the Presiding Member of the Planning and Development Committee for a term commencing on 1 December 2021 and concluding on 11 November 2022.**
3. **Appoints Councillor, Councillor, Councillor, Councillor, Councillor, and Councillor, to the Asset and Sustainability Committee for a term commencing on 1 December 2021 and concluding on 11 November 2022.**
4. **Appoints Councillor as the Presiding Member of the Asset and Sustainability Committee for a term 1 December 2021 and concluding on 11 November 2022.**
5. **Appoints Councillor and Councillor to the Finance and Audit Committee for a term commencing on 1 December 2021 and concluding on 11 November 2022.**

6. Appoints Councillor and Councillor, to the Review and Selection Committee for a term commencing on 1 December 2021 and concluding on 11 November 2022.

DISCUSSION

Nominations will be sought during the meeting and a ballot will be held. If more nominations than vacancies occur. The process for the ballot is provided in **Attachment 1**. The following provides a summary of the positions available.

It is recommended that the period of time the representatives are appointed to the Committees aligns to the 2022 Local Government Elections being held on 11 November 2022.

Section 41 Committees

The Mayor is ex-officio on all of the Committees and Presiding Member of the Review and Selection Committee. In addition, Council is required to appoint the following positions:

- Planning and Development Committee (4-6 positions)
- Presiding Member to the Planning and Development Committee (1 position)
- Asset and Sustainability Committee (4-6 positions)
- Presiding Member to the Asset and Sustainability Committee (1 position)
- Review and Selection Committee (2 positions)

The Presiding Member of a Committee (except where the Mayor presides) is entitled to an additional 25% loading above their annual allowance.

Finance and Audit Committee (1 or 2 positions)

The current Elected Members appointed to the Finance and Audit Committee (FAC) expire on 30 November 2021. Council is required to appoint two Elected Members to the FAC. It is recommended that the new term be from 1 December 2021 to 11 November 2022. No sitting fee is payable to Elected Members on the Finance and Audit Committee.

Council Assessment Panel

At the 8 June 2021 General Council meeting, Councillor Telfer and Councillor Clancy were appointed as the Member and Deputy Member on the Council Assessment panel from 1 July 2021 until 30 June 2022. No further action is required at this time.

Reconciliation Action Plan Working Group

At the 27 October 2020 General Council Meeting, Council appointed Councillor Telfer and Councillor Masika, to the Reconciliation Action Plan Working Group for a term commencing on 28 November 2020 and concluding on 30 November 2022. No further action is required at this time.

ATTACHMENTS

1. Process for meeting ballot [5.6.1 - 1 page]

Attachment 1 - Process for meeting ballot

At its meeting of 8 September 2015 (GC080915R05), Council resolved to adopt preferential voting as the method to apply when conducting ballots for positions selected by Council.

The process to apply will be as follows:

- Nominations will be sought.
- If more nominations than positions are received, a secret ballot will be held.
- Council members will be provided with ballot papers and requested to indicate their first preference by placing the name of the candidate next to number one of the ballot paper.
- Council members may place the name of the second preference next to number two and continue this process until all candidates are named on the ballot paper.
- As a minimum, Council members must vote for candidates equal to the number of positions. For example, the DAP has three positions. If there are six candidates, members must vote for at least three. If members fail to vote for the minimum number, the vote will be declared invalid.

Counting

- The first candidate to reach quota will be elected.
- The quota is calculated as follows:

$$\frac{\text{Total number of formal ballots papers}}{\text{Number of vacancies} + 1} + 1$$

If a fraction occurs, it will be rounded up. This formula is the same applied to the calculations of quotas within Local Government Elections.

- The ballot papers will be sorted by first preference votes.
- The candidate with the least votes is excluded.
- The excluded candidate's votes are distributed to the next candidate on the ballot paper.
- In the case where there are equal votes at the conclusion of re-distribution of votes, they will both be excluded.
- This process will continue until there is a clear winner.
- In the event that there is a tie at the conclusion of the process, Council will be requested to vote again for one of the two final candidates.

Once a nominee is identified, this will then be voted upon as a formal council resolution under the Local Government (Procedures) Regulations at meetings.

5.7 Appointment of Date, Time and Place of Council Meetings for 2022

Report Reference	SGC210928R5.7
Originating Officer	Unit Manager Governance and Council Support – Victoria Moritz
Corporate Manager	Manager Office of the Chief Executive - Kate McKenzie
General Manager	Chief Executive Officer - Tony Harrison

REPORT OBJECTIVE

The purpose of this report is to provide a draft Schedule of Meeting dates for 2022 for Council consideration.

EXECUTIVE SUMMARY

As an aid to provide open, responsive and accountable government, the *Local Government Act 1999* required Council to resolve the times and places at which ordinary meetings of the Council will be held.

The manner in which Council can do this is by the adoption of a Schedule of Meeting dates, which can also be used to relay the dates and times of meetings to the community.

RECOMMENDATION

That Council:

- 1. Adopts the following meeting cycle to facilitate open, responsive and accountable government as well as the timely conduct of Council's business:**
 - General Council Meeting to be held Tuesday 25 January 2022**
 - General Council Meetings to be held on the 2nd and 4th Tuesday of the month in February, March, May, June and August and November**
 - General Council Meetings to be held on the 4th Tuesday of the month in July and October**
 - General Council Meetings to be held on the 2nd Tuesday of the month in April, September and December.**
- 2. Adopts that the Planning and Development Committee meets on the first Tuesday of the month in March, May, July, September and November.**
- 3. Adopts that the Asset and Sustainability Committee meets on the first Tuesday of the month in February, April, June, August and October.**
- 4. Adopts the schedule of meeting dates for 2022 as provided at Appendix 1 to the report.**
- 5. Notes the proposed dates for Elected Member Forum (informal gatherings) provided in Appendix 1 to the report.**
- 6. Publishes the Schedule of Meetings for 2022 on the City of Marion Website**

GENERAL ANALYSIS**Legal / Legislative / Policy**

Sections 81 of the *Local Government Act 1999* requires Council to appoint the times and places for ordinary meetings of Council.

DISCUSSION**Committee Terms of Reference****Planning and Development Committee**

Section 4.3 of the Planning and Development Committee Terms of Reference states that the Committee will meet as resolved by Council, between February and December each year. It is therefore proposed that the Committee meets in March, May, July, September and November. Special Meetings will be called as required.

Asset and Sustainability Committee

Section 4.3 of the Asset and Sustainability Committee Terms of Reference states that the Committee will meet as resolved by Council, between February and December each year. It is therefore proposed that the Committee meets in February, April, June, August and October.

Note: The suggested dates for the Planning and Development and Asset and Sustainability Committees are based on the Committee meetings being held on the 1st Tuesday of the month, excluding January. The Asset and Sustainability for October has been scheduled on the second Tuesday to allow for the School Holiday break the week before. If resolved, these Committee meetings would be held alternatively on the months between February and December. This means 5 meetings per Committee are scheduled.

Review and Selection Committee

Section 4.4 of the Review and Selection Committee Terms of Reference states that the Committee will meet on an ad-hoc basis with a meeting occurring at least every six months. Meetings will be convened at the request of the presiding member or the elected members on the Committee, hence the Council is not required to make a resolution about the meetings schedule for this Committee.

Finance and Audit Committee

Section 4.12 of the Finance and Audit Committee Terms of Reference states that the Committee will meet at least quarterly. Section 4.15 states that an annual schedule of meetings will be developed and agreed to by the Committee members, hence the Council is not required to make a resolution about the meeting schedule for this Committee. This schedule of meetings will include at least one joint workshop with the Council and the Committee.

DISCUSSION

The proposed Schedule of Meetings 2022 provided at Attachment 1 identifies meeting dates and times from January to December 2022.

Matters to be noted on the schedule include:

- In the lead up to the 2022 Local Government Elections, Council will enter Caretaker and election Period' towards the end of September. Fewer General Council Meeting will be required as Council will be prohibited from making certain designated decisions during Caretaker. It is recommended that there are two General Council Meetings scheduled during this period, one in October and one in November.
- The schedule complies with the requirements of the Act which provide that there must be at least one ordinary (General) meeting of the Council in each month.
- The proposed meeting dates and times allow Council to meet the objective of providing

open, responsive and accountable government.

- It is proposed the meeting start time is 6.30pm.
- The holding of two General Council meetings some months and only on for others allows Council to balance formal decision making meetings with informal gathering time to focus on planning / strategies, training etc.
- Meetings have not been included for the Finance and Audit Committee, Review and Selection Committee and Council Assessment Panel (CAP) as these Committees / Panels have either been set by separate resolution or they set their own schedule of meetings in accordance with their Terms or Reference.

Implementation

The Schedule of Meetings for 2022 will be available at the Administration Centre and via Council's website. Details of Council's upcoming meetings will also be placed on the electronic sign at the front of the Administration Centre.

ATTACHMENTS

1. Schedule of General Council Meetings 2022 [**5.7.1** - 2 pages]

SCHEDULE OF GENERAL COUNCIL MEETINGS – 2022

All meetings will be held at the City of Marion Administration Centre, 245 Sturt Road, Sturt

Date	Time	Meeting
25 January 2022	6.30pm – 9.30pm	General Council
29 January 2022	9.00am – 4.00pm	Elected Member Planning Day
1 February 2022	6.30pm – 9.30pm	Asset & Sustainability Committee
1 February 2022	6.00pm – 9.00pm	Review and Selection (TBC)
8 February 2022	6.30pm – 9.30pm	General Council
15 February 2022	6.30pm – 9.30pm	Elected Member Forum
22 February 2022	TBC	Finance and Audit Committee (TBC)
22 February 2022	6.30pm – 9.30pm	General Council
1 March 2022	6.30pm – 9.30pm	Planning & Development Committee
8 March 2022	6.30pm – 9.30pm	General Council
15 March 2022	6.30pm – 9.30pm	Elected Member Forum
22 March 2022	6.30pm – 9.30pm	General Council
29 March 2022	6.30pm – 9.30pm	Elected Member Forum
5 April 2022	6.30pm – 9.30pm	Asset & Sustainability Committee
12 April 2022	6.30pm – 9.30pm	General Council
19 April 2022 (School Holidays)	6.30pm – 9.30pm	Elected Member Forum
26 April 2022 (School Holidays)		NO MEETING
3 May 2022	6.00pm – 9.00pm	Review & Selection Committee (TBC)
3 May 2022	6.30pm – 9.30pm	Planning & Development Committee
10 May 2022	6.30pm – 9.30pm	General Council
17 May 2022	TBC	Finance and Audit Committee (TBC)
17 May 2022	6.30pm – 9.30pm	Elected Member Forum
24 May 2022	6.30pm – 9.30pm	General Council
31 May 2022	6.30pm – 9.30pm	Elected Member Forum
7 June 2022	6.30pm – 9.30pm	Asset & Sustainability Committee
14 June 2022	6.30pm – 9.30pm	General Council
21 June 2022	6.30pm – 9.30pm	Elected Member Forum
28 June 2022	6.30pm – 9.30pm	General Council
5 July 2022	6.30pm – 9.30pm	Planning & Development Committee
12 July 2022 (School Holidays)		NO MEETING
19 July 2022		Elected Member Forum
26 July 2022	6.30pm – 9.30pm	General Council
2 August 2022	6.00pm – 9.00pm	Review & Selection Committee (TBC)
2 August 2022	6.30pm – 9.30pm	Asset & Sustainability
9 August 2022	6.30pm – 9.30pm	General Council
16 August 2022	TBC	Finance & Audit Committee (TBC)
16 August 2022	6.30pm – 9.30pm	Elected Member Forum
23 August 2022	6.30pm – 9.30pm	General Council
30 August 2022	6.30pm – 9.30pm	Elected Member Forum
6 September 2022	6.30pm – 9.30pm	Planning & Development Committee

13 September 2022 (Last GC before Caretaker)	6.30pm – 9.30pm	General Council
20 September 2022	6.30pm – 9.30pm	Elected Member Forum (leave free in the event a SGC is called before caretaker)
Caretaker Commences		
27 September		No EM Forum – Caretaker
4 October (School Holidays)		No MEETING
11 October 2022	6.30pm – 9.30pm	Asset & Sustainability
11 October 2022	TBC	Finance & Audit Committee (TBC)
18 October 2022		No EM Forum – Caretaker
25 October 2022	6.30pm – 9.30pm	General Council
1 November 2022	6.00pm – 9.00pm	Review & Selection Committee?
1 November 2022	6.30pm – 9.30pm	Planning & Development Committee
8 November 2022 (last GC current Council)	6.30pm – 9.30pm	General Council
Election Scheduled for 11 November 2022		
15 November 2022 (First Forum New Council)	6.30pm – 9.30pm	Elected Member Forum
22 November 2022	6.30pm – 9.30pm	Elected Member Forum
29 November 2022 (First GC New Council)	6.30pm – 9.30pm	General Council
6 December 2022	6.30pm – 9.30pm	Elected Member Forum
13 December 2022	TBC	Finance & Audit Committee (TBC)
13 December 2022	6.30pm – 9.30pm	General Council

6 Motions With Notice

6.1 Retrieval of Matter Lying on the Table Funding support for District Council of Loxton Waikerie Litigation

Report Reference	SGC210928M6.1
Council Member	Councillor – Bruce Hull

MOTION

That the matter lying on the table regarding funding support for District Council of Loxton Waikerie litigation be brought to the Special General Council Meeting on 28 September 2021 for resolution.

SUPPORTING INFORMATION

Nil.

Response Received From	Unit Manager People and Culture – Rachel Read
Corporate Manager	Manager Office of the Chief Executive - Kate McKenzie
General Manager	Chief Executive Officer – Tony Harrison

STAFF COMMENTS

Retrieval of Matter Lying on the Table

Discussion was held by Council at its meeting of Tuesday, 14 September 2021 regarding funding support for District Council of Loxton Waikerie litigation (Attachment 1).

Council resolved *“that this item be left lying on the table until the Chief Executive Officer has additional information to enable an informed decision to be made.”*

In accordance with the City of Marion Code of Practice, Procedures at Meetings, if a formal motion is passed that a matter be left lying on the table, the effect of the motion, if successful, is that the meeting immediately moves to the next item of business and the matter can then only be retrieved at a later time by resolution.

The Motion with Notice received from Councillor Hull to retrieve the matter relating funding support for District Council of Loxton Waikerie litigation, is in accordance with Council's Meeting procedures and in this regards, the following comments have been provided by Administration.

DISCUSSION:

The City of Marion employs 86 field staff who are covered by the City of Marion Field Staff Enterprise Agreement No. 11 2021 (EA) and the LGE Award. Of the 86 field staff, 53 of these work a nine (9) day fortnight, with the remainder working an 8 (eight) day fortnight and two (2) working in a casual capacity.

Clause 6.1 of the EA, states the standard day will be 8 hours and 24 minutes, worked over a nine day fortnight consisting of 76 ordinary hours with one RDO per two (2) working weeks. A standard day worked between 6.00 am to 8 pm Monday to Friday shall not attract additional payment. If the RDO falls on a Public Holiday, the RDO will be moved to the next work day or another work day by agreement.

The clause is clear in that a standard day will be 8 hours and 24 minutes and that a RDO will be moved to the next work day if the RDO falls on a public holiday and this is applied accordingly. What may be open to interpretation is whether the RDO should be considered a standard work day and that 8 hours and 24 minutes is applied.

The view is that the normal working hours should be paid for the public holiday as the employee would have been rostered to work on that day. The same approach is applied for those staff working an 8 (eight) day fortnight. Staff would be financially disadvantaged if they were paid less for the public holiday that they would be ordinarily rostered to work.

Whilst we do not support LWDC's approach, we believe that contributing the amount of \$1,188.28 will be taken in good faith.

RECOMMENDATIONS

That Council:

- 1. Approves the request to support \$1,188.28 to the LGA for the District Council of Loxton Waikerie litigation and authorises that a letter be sent by the Chief Executive Officer advising them of the decision.**

ATTACHMENTS

1. GC210914R11.7 Funding Support for District Council of Loxton Waikerie litigation [6.1.1 - 7 pages]



11.7 Funding Support for District Council of Loxton Waikerie litigation

Report Reference	GC210914R11.7
Originating Officer	Executive Officer to the Chief Executive Officer – Dana Bartlett
Corporate Manager	N/A
General Manager	Chief Executive Officer - Tony Harrison

REPORT OBJECTIVE

The purpose of this report is to provide Council with the opportunity to respond to a request from the Local Government Associations (LGA) request to provide support for the District Council of Loxton Waikerie litigation.

EXECUTIVE SUMMARY

On 18 August 2021 the LGA wrote to the City of Marion Chief Executive Officer, Mr Tony Harrison seeking a voluntary contribution, under the LGA's Legal Assist Policy, of \$1,188.28 to support legal action between the District Council of Loxton Waikerie and Australian Workers' Union (AWU). (Attachment 11.7.1).

At the LGA board meeting of 10 June 2021, the LGA Board considered an application from the Loxton Waikerie District Council (LWDC) for funding support from councils for litigation and agreed to seek contributions in accordance with the Policy (Attachment 11.7.2). It is noted that the Board's decision is limited to whether the matter is covered by the LGA policy and has not included an assessment of the legal merits of the case nor formed a view as to whether councils should contribute. Importantly, a decision to make a voluntary funding contribution does not make council a party to the matter.

The following provides a brief summary of the matter involving LWDC.

The Australian Workers' Union (AWU) has commenced legal proceedings against the LWDC concerning the interpretation of the Local Government Employees Award (LGE Award) in respect of the payment for Rostered Days Off (RDOs) and public holidays.

The LGE Award contains a clause that states:

- When a rostered day off falls on a Public Holiday the employee will be paid for the public holiday and the rostered day off will move to the next working day, or a day mutually agreed between the employer and employee.

Payment for public holidays is based on the number of ordinary hours that an employee would normally work on the day, at their appropriate total daily rate. In the case of the LWDC, employees under the LGE Award work 9.5 hour days, 8 days per fortnight. Employees are entitled to an RDO each Monday.

LWDC has 46 employees who work a four (4) day week (eight (8) day fortnight). Based on the AWU interpretation of the LGE Award, those employees would be paid 9.5 hours for each of the nine (9) public holidays each year, rather than the 7.6 hours currently paid. This equates to an increase in the number of hours paid for public holidays each year of 17.1 hours per employee (9 public holidays x 1.9 hours) at a cost of approximately \$25,000 per annum.

If applied, the approach would also result in differing payment for public holidays across employees, with some classes of employee being paid 7.6 hours per public holiday.

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LWDC has attended a conciliation meeting that failed to reach agreement with the AWU. As a consequence, legal proceedings have been commenced.

Due to the potential impacts for all councils, the LGA Board agreed to seek voluntary funding contributions on behalf of LWDC toward the litigation costs of proceedings commenced by the AWU.

Council is required to confirm its formal support so that financial settlement can be made. This will be covered within existing budgets.

RECOMMENDATION

That Council:

- 1. Approves the request to support \$1,188.28 to the LGA for the District Council of Loxton Waikerie litigation and authorises that a letter be sent by the Chief Executive Officer advising them of the decision.**

ATTACHMENTS

1. Funding Support for District Council of Loxton Waikerie litigation - City of Marion [11.7.1 - 2 pages]
2. GP 09 Legal Assist Policy - LGA Board Policy [11.7.2 - 3 pages]



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In reply please quote our reference: ECM 765050 TN/MD

18 August 2021

Mr Tony Harrison
Chief Executive Officer
City of Marion
PO Box 21
Oaklands Park SA 5046
Emailed: Tony.Harrison@marion.sa.gov.au

Dear Mr Harrison

Funding Support for District Council of Loxton Waikerie litigation

The LGA *Legal Assist Policy* (Policy) enables a member council to apply to the LGA to seek voluntary contributions from all councils to assist with its legal costs where the council is involved in litigation that relates to a matter or principle of importance to local government.

At its meeting of 10 June 2021, the LGA Board considered an application from the Loxton Waikerie District Council (LWDC) for funding support from councils for litigation and agreed to seek contributions in accordance with the Policy. It is noted that the Board's decision is limited to whether the matter is covered by the LGA policy and has not included an assessment of the legal merits of the case nor formed a view as to whether councils *should* contribute. Importantly, a decision to make a voluntary funding contribution does not make council a party to the matter.

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If applied, the approach would also result in differing payment for public holidays across employees, with some classes of employee being paid 7.6 hours per public holiday.

LWDC has attended a conciliation meeting that failed to reach agreement with the AWU. As a consequence, legal proceedings have been commenced.

LWDC contends that the outcome of this matter has industry wide application for all councils that have RDO arrangements in place and has the potential to flow over into application of annual leave and sick leave entitlements.

Due to the potential impacts for all councils, the LGA Board agreed to seek voluntary funding contributions on behalf of LWDC toward the litigation costs of proceedings commenced by the AWU.

In accordance with the LGA's Policy, contributions are sought from councils based on the proportion of the LGA membership subscription assessed against each council. Contributions by councils is voluntary and the LGA will remit the total of contributions received to LWDC. Applying the formula for determining your LGA subscription fee, your council is asked to consider a contribution of \$1188.28.

Please advise Tami Norman, Program Leader Governance and Reform at tami.norman@lga.sa.gov.au by 1 October 2021, if you wish to contribute the above amount. If you agree to contribute, the LGA will issue an invoice to facilitate the payment once the matter has been determined.

Please let me know if you have any questions or concerns.

Yours sincerely

Lisa Teburea

Acting Chief Executive Officer

Telephone: (08) 8224 2068

Email: lisa.teburea@lga.sa.gov.au

Attach: ECM 622826 - LGA GP09 Legal Assist Policy

GP09 Legal Assist Policy

First Issue/ Approved	July 2015
Last Reviewed	June 2019 - approved by LGA Board of Directors at the meeting held 20/06/2019
Next Review	February 2023
LGA File Reference	ECM 622826
Responsible Officer	Director Corporate Services
Related Documents	LGA Constitution

1. Purpose

From time to time a council may wish to pursue a legal matter through the courts. In certain circumstances it may be appropriate for such council to seek financial support for the court action from the local government sector. This policy sets out the criteria against which the LGA will assess the request for legal assistance.

2. Scope

This policy applies to all written requests received from members for assistance with legal costs associated with litigation and the principle in the matter involves an important local government principle which may be eroded if the matter is not pursued.

3. Principle

A council may apply to the Local Government Association (LGA) to seek contributions from all councils to assist with its legal costs, where that council is involved in litigation and the principle in the matter involves an important local government principle which may be eroded if the matter is not pursued.

4. Policy Statement

Applications will be considered and dealt with on the following basis:

1. The LGA Board will be the sole decision-maker on whether or not an application for legal assistance will be supported. The decision will be based on the general application of the principle involved in the case to all councils.
2. Assistance under these guidelines will be granted in respect of matters in the District Court or the Supreme Court of SA or the High Court of Australia.
3. Assistance will not be available to fund litigation in a tribunal of initial jurisdiction, such as the South Australian Civil and Administrative Tribunal (SACAT), unless the LGA is satisfied that special and exceptional reasons exist for doing so (this may include a 'test case' where the matter will affect all councils).
4. Assistance will not be available for matters which do not involve immediate court action (for example matters involving mediation or for seeking advice on available courses of action).
5. Assistance will not be available in relation to matters which arise as a consequence of any entrepreneurial activities which may have been initiated or undertaken by the council concerned in the matter.
6. Assistance will not normally be available in appeals against penalties imposed on a council in a prosecution action by another authority unless there are exceptional grounds for granting it,

such as the imposition of a penalty which is significantly inconsistent with penalties imposed in other matters having essentially similar facts and the matter has significance for the whole of local government.

7. Requests for assistance will be considered only if submitted to the LGA prior to the commencement of the proceedings in the appellate court, unless the council is involved as a respondent to an appeal. In that event, the request must be submitted as soon as possible after the council becomes aware that an appeal has been or is to be lodged.
8. Support will not be available where the estimated or final legal costs are less than \$10,000.
9. All applications should include the following details:
 - a brief statement of the facts of the matter;
 - a clear indication of the principle involved which makes the outcome of the case of relevance to all councils;
 - an estimate of the costs involved; and
 - advice from counsel or the representative solicitor as to the prospects of success.

When submitting a request for assistance, councils should ensure, as far as possible, that all necessary information is included in the initial application. A request cannot be considered until all information has been supplied. Failure to do so may lead to unnecessary correspondence and delays. If there is information which cannot be supplied when the request is submitted, that fact should be stated and an indication given as to when it will be available.

10. Where the LGA agrees to support a request for assistance, contributions will be sought from Councils calculated on a *pro rata* basis according to the proportion of the basic membership subscription assessed against each council and based upon the estimate of costs submitted with the initial request (unless an updated figure has been submitted in the meantime). Requests for commitments to make a contribution will be circulated as soon as possible after approval is given to seek contributions in the matter.
11. Contributions are entirely voluntary and no council is under any obligation to make a contribution in any instance.
12. The LGA may, if it considers it appropriate, seek contributions for an amount which is less than the estimated costs involved in the matter.
13. The LGA will pay to the council involved in the matter, the lower of:
 - the total amount collected by the LGA through the contribution process; or
 - the residual amount of costs remaining liable upon the council involved in the matter, after any costs are recovered from, or ordered by the court to be paid by, the other parties to the action.

These funds will be provided to the council only after the court has made final orders in the matter, including any orders for costs.

14. The LGA will provide the funds when it receives an invoice from the council involved in the litigation, which clearly accounts for the manner in which the funds will or have been spent.
15. Where the council to which support has been given recovers costs from another party after the LGA has paid contributions to it, the council must account for, and repay to the LGA, these amounts not previously taken into consideration. That is, no council is entitled to make a profit from receiving assistance.



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16. Where a council has received support in respect of an appeal to one court suffers an adverse verdict in that court and wishes to appeal to a higher court, for example to have an adverse verdict of the District Court tested in the Supreme Court, a fresh application for assistance must be submitted. Each application will be considered on its merits. The fact that assistance was given in the lower court will not guarantee that assistance will be available for a further appeal.
17. The LGA will provide the names of any participating councils to the applicant council, which will be responsible for providing information and updates to all participating councils on the progress of the matter that has been approved under this policy.

5. Policy Review

This policy will be reviewed every four years or as required to improve its effectiveness.

7 Motions Without Notice**8 Questions Without Notice****9 Other Business****10 Meeting Closure**

Council shall conclude on or before 9.30pm unless there is a specific motion adopted at the meeting to continue beyond that time.