



# **ATTACHMENTS**

**Ordinary Council Meeting**

**23 August 2022**

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26 April 2022

Mayor Karen Redman  
Town of Gawler  
PO Box 130  
GAWLER SA 5118

By email to: mayor@gawler.sa.gov.au

Dear Mayor Redman

### **Town of Gawler Boundary Change Proposal - Cost Estimate**

I refer to your letter dated 31 January 2022 regarding the timing and cost estimate for an inquiry into the Town of Gawler's (the Council) General Boundary Change Proposal (the Proposal).

As requested by the Council, and in accordance with Guideline 8 – Cost for General Proposals initiated by Councils, the South Australian Local Government Boundaries Commission (the Commission) has determined an estimate of the costs of conducting an inquiry into the Proposal.

To determine an estimate of the cost of an inquiry, the Commission undertook a wide-ranging request for information and cost estimate process in line with State Government policy to identify suitably qualified consulting firms that have the capacity to undertake a significant inquiry into the Proposal in accordance with s 31 of the *Local Government Act 1999* (the Act). This process, together with the Inquiry Plan for the Proposal, has informed the Commission's cost estimate advice.

I can advise that the estimated cost to undertake the inquiry is \$379,500 ex GST. This estimate includes a 15% contingency for any unforeseen expenses.

Whilst the Commission has made every effort to ensure the cost estimate is as accurate as possible, it is important to emphasise that this is an estimate of the expected costs of the inquiry. The final cost of the inquiry, which will be recovered from the Council in accordance with s 32B of the Act, will be determined through an appropriate procurement process and may vary from the current estimate.

**The Town of Gawler now needs to consider the cost estimate and advise the Commission whether or not it wishes the Commission to proceed with the inquiry under the Act.** I would appreciate it if you could include a formal reference to the Council's decision on this matter with your response.

As noted in previous correspondence, Guideline 8 states that an initiating council's decision that an inquiry into a proposal should proceed is considered final. The Council should be aware that, once the Commission commences the inquiry under section 31, this process will be completed in accordance with that section and the relevant costs will be incurred, regardless of any subsequent decision that the Council, either as currently constituted, or as constituted following the 2022 periodic local government elections, may make.

Page 1 of 2

The Commission therefore expects that the Council will give this decision careful consideration.

The Commission requests a response from the Council as to whether or not it wishes to proceed with the inquiry by Friday 24 June 2022.

If the Council decides to proceed with the inquiry, the Commission will undertake a formal procurement process to appoint suitably qualified investigators in accordance with *Guideline 5 – Appointment of Investigators*.

A copy of this correspondence has been published on the Commission's webpage.

If you have further questions, please contact Mr Peter Ilee, Executive Officer of the Commission on 7109 7164 or by email to [boundaries.commission@sa.gov.au](mailto:boundaries.commission@sa.gov.au).

Yours sincerely



Rob Donaldson

**CHAIR**

**SOUTH AUSTRALIAN LOCAL GOVERNMENT BOUNDARIES COMMISSION**

Cc: Mayor Bill O'Brien, Light Regional Council  
Mayor Bim Lange OAM, The Barossa Council  
Mayor Glenn Docherty, City of Playford



**OFFICE OF THE MAYOR****Gawler**

Contact: Mayor Karen Redman

Ref: KR:kd

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CR22/32836

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31 May 2022

Mr Rob Donaldson  
Chair - SA Local Government Boundaries Commission  
GPO Box 2329  
ADELAIDE SA 5001

Dear Mr Donaldson

**Re: Town of Gawler Stage 2 Boundary Change General Proposal – Inquiry Cost Estimate**

Council thanks the South Australian Local Government Boundaries Commission (the Commission) for its correspondence dated 26 April 2022 providing the cost estimate for the inquiry into the Town of Gawler's General Proposal for Boundary Change.

Council is pleased that the Commission have advised that any Inquiry into the Town of Gawler's Boundary Change General Proposal could commence in August 2022 and notes that the Inquiry would be split into two sections to span the Local Government Periodic Elections being held in November 2022, with the Community Consultation being held over until 2023.

However, Council is concerned with the cost recovery process and legal protection for Council that is provided by the next stage of the boundary change process in regard to the procurement of appropriately qualified investigators and the cost that Council may incur through the Inquiry (Stage 3).

Council aspires to attain best practice in its procurement processes and therefore has some concerns around the process outlined by the Commission in the next phase and seeks to resolve some of its concerns prior to determining if it will proceed to fund an Inquiry.

The following concerns as detailed below allow Council to confidently move forward in its decision making with respect to funding a Stage 3 Inquiry:

- a. The Boundary Change Guidelines are public knowledge and allow the open market to identify that once Council agrees to proceed without a capped cost estimate that Council is locked in to proceed whatever the final tender result is. This is not procurement best practice and opens Council up to considerable financial risk.
- b. The cost estimate has been made public by the Commission, possibly impacting the likelihood of any significant cost saving in tenders that may be received.

Mr Donaldson / South Australian Local Government Boundaries Commission  
31 May 2022

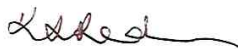
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- c. Whilst Council notes that the Commission has included a 15% contingency in the cost estimate provided, the amount remains an "uncapped estimate" thereby presenting Town of Gawler with a financial risk if Council resolves to proceed on that basis.

Due to the above concerns, I, along with CEO Henry Inat, formally seek a further discussion with the Commission and relevant Ministers, The Hon Geoff Brock MP, Minister for Local Government and The Hon. Nick Champion MP, Minister for Planning regarding how these concerns and risks can be mitigated. Please contact Angela Savelli, Executive Assistant to CEO & Mayor, on (08) 8522 9221 or via email at [angela.savelli@gawler.sa.gov.au](mailto:angela.savelli@gawler.sa.gov.au) to arrange a suitable time.

Council thanks the Commission for its consideration of these matters.

Kind regards



**Karen Redman**

**Mayor**

Direct line: (08) 8522 9221

Email: [Mayor@gawler.sa.gov.au](mailto:Mayor@gawler.sa.gov.au)



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22 July 2022

Mayor Karen Redman  
Town of Gawler  
PO Box 130  
GAWLER SA 5118

By email: [mayor@gawler.sa.gov.au](mailto:mayor@gawler.sa.gov.au)

Dear Mayor Redman

### **Town of Gawler Boundary Change Proposal – Cost Estimate**

I refer to the meeting with yourself, Mr Henry Inat, myself and Mr Peter Ilee on Monday 18 July 2022 and your letter dated 31 May 2022 regarding the cost estimate for the inquiry into the Town of Gawler's (the Council's) General Boundary Change Proposal (the Proposal).

Following discussions at our meeting, the Commission considered the response provided in your letter of 31 May 2022 regarding the cost estimate for the Proposal, along with feedback from our meeting on 18 July at its meeting on 20 July 2022.

The Commission is of the view that the cost estimate provided to the Council for the Proposal provides a reasonable basis upon which the Council could decide to proceed with an inquiry, if it chooses to do so. To assist with the Council's consideration of this matter, I am writing to confirm the basis of the cost estimate.

As you are aware, the Commission undertook a wide-ranging Request for Information (RFI) process in line with State Government procurement policy to identify suitably qualified firms that have the capacity to undertake an inquiry into a significant boundary change general proposal in accordance with section 31 of the *Local Government Act 1999*. This process, together with the Inquiry Plan for the Proposal, informed the Commission's cost estimate advice.

The RFI process involved providing a generic, detailed inquiry plan that outlined all matters that would be expected to be considered in an inquiry into a significant general proposal to potential investigators. This exercise allowed the Commission to determine the capacity and capabilities of the supply market to undertake investigations into these proposals. The Commission received 11 submissions from a wide range of consultants with relevant experience, which addressed these matters against the scope of the generic inquiry plan.

The Commission then requested a specific cost estimate for all of or parts of the inquiry plan into the Town of Gawler's Proposal. You may recall that all affected councils were requested to comment on this inquiry plan, to ensure that all relevant matters were included to maximise the accuracy of the cost estimates requested.

Estimates were provided from a range of the stakeholders identified in the RFI process. Consultants provided cost estimates for specific elements of the inquiry plan or the entire inquiry plan, based on the skill sets that were represented in the information provided through the RFI.

Cost estimates for either specific elements or the entire inquiry plan were largely consistent across the submissions made. The Commission assessed both the skill sets, and the cost estimates to develop the cost estimate provided to the Council for this Proposal, to ensure that this estimate represented the appropriate skill set from the consultants and reasonable value for money.

In relation to procurement processes more generally, the Commission is of the view that the publication of information relating to its cost estimate for the Proposal does not compromise a procurement process. The availability of cost estimate information on the Commission's web page provides a general scope for potential proponents and significant variations in formal quotes submitted would be addressed during the assessment of tenders.

The Commission's view is that similar information about the scope of value for proposed projects are also available for proponents tendering for council projects by examining council budgets, which are also available from council web sites.

On this basis, the Commission is of the view that the cost estimate of \$379,500 ex GST (including a 15% contingency for unforeseen circumstances) provides a fair and reasonable estimate of the cost of an inquiry into the Proposal and requests that Council provide a response to the Commission as to whether or not it wishes to proceed with the Inquiry by **Friday 12 August 2022**.

I trust this information assists the Council with its deliberations on the Proposal. Please include a formal reference to the Council's decision on this matter with your response.

If you have further questions, please contact the Commission on 7109 7164 or [boundaries.commission@sa.gov.au](mailto:boundaries.commission@sa.gov.au).

Yours sincerely



Rob Donaldson

**CHAIR**

**SOUTH AUSTRALIAN LOCAL GOVERNMENT BOUNDARIES COMMISSION**

**OFFICE OF THE MAYOR****Gawler**

Contact: Mayor Karen Redman

Ref: KR:kd

CR22/49421

2 August 2022

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Mr Rob Donaldson  
Chair - SA Local Government Boundaries Commission  
GPO Box 2329  
ADELAIDE SA 5001

Sent via email: [boundaries.commission@sa.gov.au](mailto:boundaries.commission@sa.gov.au)

Dear Mr Donaldson

**Re: Town of Gawler Stage 2 Boundary Change General Proposal – Inquiry Cost Estimate**

Council thanks the South Australian Local Government Boundaries Commission (the Commission) for its correspondence dated 22 July 2022 in response to Council's concerns regarding the cost estimate provided for the inquiry and the procurement process outlined for proceeding to an investigation into the Town of Gawler's Boundary Change General Proposal.

Your latest correspondence has requested a response by 12 August 2022 however, I regret to advise that timeframe is unachievable. The Commission's response needs to be formally considered by Council and the first opportunity to do that is via a report to Council at its 23 August 2022 Ordinary Council Meeting.

A response from you to this letter by no later than close of business on Thursday 18 August is critical to allowing Council to receive a further updated report on this matter and allow further consideration of the status of the boundary reform initiative prior to the 2022 local government election caretaker provisions that come into effect on 6 September 2022.

Relative to the substantive matter, Council remains concerned with the cost recovery process and lack of legal protection for Council that is provided by the next stage of the boundary change process in regard to the procurement of appropriately qualified investigators and the cost that Council may incur through the Inquiry (Stage 3).

I am concerned that the response provided by the Commission has done little to address the legitimate concerns raised by Council, especially pertaining to the level of risk involved in being 'locked in' to a procurement process even if the market responses to the open tender are significantly higher.

As expressed in my previous correspondence, Council aspires to attain best practice in its procurement processes and therefore has what we believe are legitimate concerns around the process outlined by the Commission in the next phase. Resolving Council's major concern

Mr Donaldson / South Australian Local Government Boundaries Commission  
2 August 2022

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regarding proceeding on only the value of a cost estimate, and locking in to funding the next stage no matter the final tender value, requires a considerable appetite for risk on the part of the Council.

I note that the Commission's response has tried to allay some of these concerns by providing some details around the robust process undertaken to obtain the cost estimate and reiterating that the estimate incorporates a 15% contingency. However, I am extremely disappointed that a further simple step, such as an opportunity to approve the successful tendered cost for a Stage 3 Inquiry if the cost is significantly above the estimate provided, can not be incorporated to the Commission's process.

I once again, on behalf of Council, I request that the Commission considers, as previously requested, providing a safeguard in the boundary change process for Council to enable further security in moving forward to a Stage 3 Investigation.

To this extent a report is intended to be presented to Council at its meeting on 23 August where it is proposed by the CEO that Council:

1. continues to support the boundary reform initiative.

We are hoping for a favourable response from the Commission so we can also put a clause 2 as follows:

2. confirms such endorsement subject to having the capacity to make a final decision to proceed after the Commission advises of the final cost/fixed cost to undertake the investigations as informed by the procurement process undertaken.

Further I can confirm that the processing of this matter to this point has occurred in clear accordance with Council resolutions in all respects.

In this regard I would seek from you your observations as to how Council has processed this initiative to date relative to correct and due process having been applied.

As advised above, Council will only be able to formally respond to the Commission's latest correspondence after its Ordinary Meeting to be held on 23 August 2022.

I thank the Commission for its further consideration of the above matters.

Kind regards

*Karen Redman*

**Karen Redman**  
**Mayor**

Direct line: (08) 8522 9221  
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17 August 2022

Mayor Karen Redman  
Town of Gawler  
PO Box 130  
GAWLER SA 5118

By email: [mayor@gawler.sa.gov.au](mailto:mayor@gawler.sa.gov.au)

Dear Mayor Redman

### **Town of Gawler Boundary Change General Proposal – Cost Estimate**

I refer to recent discussions regarding the Town of Gawler's (the Council's) Boundary Change General Proposal, and your correspondence dated 2 August 2022 in response to the Boundaries Commission's (the Commission) letter of 22 July 2022.

The Commission considered this correspondence at its meeting on 17 August 2022.

As previously outlined, the Commission has provided a cost estimate for the Proposal in accordance with *Guideline 8 - Costs for General Proposals Initiated by a Council or Councils*. The cost estimate enables the Town of Gawler as the initiating council to consider the estimated cost of an inquiry within the context of the long-term benefits to the community that may result from this proposal.

As you are aware, the Commission sought feedback from all affected Councils on the proposed Inquiry Plan to ensure that the cost estimate reflects the scope of the potential inquiry as accurately as possible. This Inquiry Plan then formed the basis of the 'Request for Information' process that the Commission used to determine the cost estimate.

While all of the required information has been provided by the Council through the initial phases and the Commission is of the view that its process has provided a sound cost estimate to assist the Council to determine whether the inquiry should proceed, the Commission also acknowledges the concerns raised by the Council regarding the ability to establish a 'fixed price' for the inquiry or guarantee that it will not exceed a certain amount.

**To provide the Council with a greater level of certainty in relation to the costs of an inquiry, the Commission has determined that subject to the Council's agreement to proceed on the basis of the cost estimate of (\$379,500), it will undertake an open tender process seeking quotes from suitably qualified consultancies to undertake the inquiry and seek the Council's further agreement if the tender process outcome exceeds the cost estimate.**

The inquiry would then be undertaken on the basis of the tender process outcome, based on the inquiry plan that your Council has seen and commented on. **However, there may be additional costs to undertaking the inquiry which** may arise if, during the course of the inquiry, additional matters are identified that must be inquired into to inform the Commission to provide the best possible recommendations to the Minister. While these would be managed

responsibly and in consultation with the Council, the **Town of Gawler will be responsible for meeting any additional costs,**

It is anticipated that the procurement process outlined above will take around three months. The outcomes of the procurement process would therefore be provided to the Council after the 2022 Local Government periodic elections.

If the procurement outcome – ie, quote/s to undertake the inquiry – does not exceed the previously advised cost estimate, the Commission will inform the Council and proceed with the inquiry.

If the procurement outcome exceeds the cost estimate, the Commission will request a further response from the Council as to whether or not it wishes to proceed with the inquiry. If the Council does not confirm that it wishes to proceed, the Commission may determine that it will not inquire into the proposal.

I trust this information assists the Council with its deliberations on the Proposal. If you have further questions, please feel free to contact the Commission on 7109 7164 or [boundaries.commission@sa.gov.au](mailto:boundaries.commission@sa.gov.au).

Yours sincerely



Rob Donaldson

**CHAIR**

**SOUTH AUSTRALIAN LOCAL GOVERNMENT BOUNDARIES COMMISSION**



Bahaa,

As per your request I inspected the two light towers on the eastern side of the oval on 9 August 2022.

Both are constructed of steel channels with concrete in between the channels that are clamped to the concrete via steel bolts that extend through the concrete and both edge channels, like the old stobie poles used in SA.

Both of the poles had horizontal cracks to the concrete, most pronounced where the steel bolts were placed, that clamp the channels to each other, holding in the concrete that is placed between the channels. It is believed that the corrosion of these bolts that cause them to expand has resulted in the cracking to the concrete. In a couple of areas on both poles some of the concrete at the cracks has spalled off. The southern pole is in a worse condition than the northern pole particularly at one of the bolts where corroded steel was found where concrete had spalled off, plus some honeycombing of the concrete just below this area. If one of the poles is likely to fail in the future it is most likely the southern pole that would most likely break where the spalled and honeycombed concrete exists, about 2m from the ground.

The steel channels did have some surface corrosion but it was so minor that they would still have close enough to 100% of their strength still intact.

Although there were only light winds present the southern pole did occasionally sway considerably at its top. It has clearly permanently deflected in the past due to westerly winds toward the east whereas the northern pole still appeared to be close to vertical.

It will be necessary to replace both of these poles within the next 6 to 12 months and in the case of the southern pole, within 6 months would be ideal. If they do fail they should only fall backwards onto the mound and with this area currently cordoned off I believe they would not cause any damage to the neighbour's properties. The oval can still be used and indeed the light poles could also still be used.

I have attached some of the photos I took this morning.

If you have any queries please contact me on 0418839035.

Regards  
David Nash

**David Nash**  
Building Surveyor



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**SHARED FACILITIES LEASE**

**TOWN OF GAWLER**

**AND**

**SOUTH GAWLER FOOTBALL CLUB INCORPORATED**

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Shared Facilities Lease - South Gawler Football Club - FINAL

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## THE SCHEDULE

<b>ITEM 1 Leased Land</b>	The portion of the land comprised in Certificate of Title Volume 5168 Folio 540 AND Volume 5166 Folio 810 being the area delineated in Annexure A – Site Plan  Known as: South Gawler Football Club, Eldred Riggs Reserve Evanston 5116
<b>ITEM 2 Land</b>	The whole of the land comprised in Certificate of Title Volume 5168 Folio 540 AND Volume 5166 Folio 810
<b>ITEM 3 Initial Term</b>	Five (5) years commencing on 1 July 2022 and expiring at midnight on 30 June 2027
<b>ITEM 4 Renewal(s)</b>	Nil
<b>ITEM 5 Rent Licence Fee</b>	<b>Rent</b> - One Dollar (\$1.00) per annum (inclusive of GST) if demanded  <b>Licence Fee</b> - Ten percent (10%) of the total cost of the grounds maintenance for the Land (as determined by Council from Annual Audited Financial Statements with the exclusion of depreciation (buildings))
<b>ITEM 6 Permitted Use</b>	For the purposes of promotion and encouragement of the game of Australian Rules Football and other sports and recreational activities permitted pursuant to the constitution of the South Gawler Football Club Incorporated in Gawler and surrounding districts, including arrangement and management of interclub matches and tournaments and generally for the purpose of providing sporting and clubroom facilities for its members, guests and invitees subject to the aims and objectives of the rules and constitution of the South Gawler Football Club Incorporated and its affiliated clubs and such ancillary uses as permitted within this agreement and as are reasonably incidental thereto.
<b>ITEM 7 Public Liability Insurance</b>	Twenty million dollars (\$20,000,000.00)
<b>ITEM 8 Outgoings</b>	<b>Outgoings</b> means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Leased Land.
<b>ITEM 9 Special Conditions</b>	The terms and conditions (if any) set out in this schedule and Annexure B are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in the body of this Lease, then the Special Conditions will prevail.

South Gawler Football Club - Shared Facilities Lease - Mellor Olsson - Final Draft 13-04-2022

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<b>ITEM 10 Contacts</b>	<b>Town of Gawler</b> Chris Parish Team Leader Property and Facilities  PO Box 130 GAWLER, SA, 5118 <a href="mailto:Chris.Parish@gawler.sa.gov.au">Chris.Parish@gawler.sa.gov.au</a> 8522 9255  <b>Lessee</b>  South Gawler Football Club Daniel Kyrk President PO Box 240 Gawler SA 5118 <a href="mailto:Southgawlerfc@sanflcfl.com.au">Southgawlerfc@sanflcfl.com.au</a> 0407 978 817
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- 2 -

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**DATE 1 July 2022**

**TOWN OF GAWLER** of 43 High Street, Gawler SA 5118 (**Council**)

**SOUTH GAWLER FOOTBALL CLUB INCORPORATED ABN 22 977 963 517** of Eldred Riggs Reserve Evanston 5116 (**Lessee**)

**BACKGROUND**

- A. The Council is the registered proprietor of or has care, control and management of the Land.
- B. The Lessee has requested a lease to use the Leased Land for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Leased Land and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- D. The Council and Lessee wish to record the terms of their agreement in this Lease.

**AND THE PARTIES AGREE** as follows:

**1. ACKNOWLEDGEMENT OF BACKGROUND**

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

**2. DEFINED TERMS AND INTERPRETATION**

**2.1 Defined Terms**

In this Lease:

**Agreed Consideration** means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Leased Land and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 20).

**Appropriate Standard** means a standard commensurate with the standard of repair the relevant property was in and the quality of the property at the Commencement Date.

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

**Commencement Date** means the commencement date of the Initial Term described in Item 3.

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

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

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

**Default Rate** means the rate which is two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by National Australia Bank on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

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

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

**GST Rate** means ten per centum (10%) or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

**Improvements** means any modification to the interior and exterior of structures, conveniences, services, amenities and appurtenances which are to be made or have been made to the Leased Land by the Lessee.

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

**Institute** means the South Australian Division of the Australian Property Institute.

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

**Leased Land** means the land described in Item 1 including the Council's Equipment.

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

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

**Lessee's Equipment** means any and all fixtures and fittings and other equipment installed in or brought onto the Leased Land by the Lessee.

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

**Licence** means the licence to use the Licensed Area on the terms contained in this lease.

**Licence Fee** means the fee described in Item 5.

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**Licensed Area** means the area delineated as the Licenced Area on the plan attached in Annexure A.

**Obligations Schedule** means the Sporting Clubs/Associations Agreement Schedule for Sharing Facilities Leases (exclusive right of possession over buildings and structures and licence over grassed areas)) attached as Annexure C.

**Outgoings** means the Outgoings described in Item 9.

**Payment Date** means the Commencement Date and annually on the anniversary of that date.

**Permitted Use** means the use described in Item 6.

**Rates and Taxes** means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Leased Land and includes water and sewer charges, council rates, emergency services levy.

**Renewal Term** means the term (if any) of renewal or extension in Item 4.

**Rent** means the amount described in Item 5.

**Services** includes all services (including gas, electricity and water and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Leased Land supplied by any authority, the Council or any other person the Council authorises.

**Special Conditions** means the special conditions to this Lease described in Item 10.

**Statutory Authorities** means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

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

**Term** means the Initial Term, the Renewal Term and any period during which the Lessee holds over or remains in occupation of the Leased Land.

**Times of Use** means those times of use during which the Lessee may use the Licensed Area, notified in writing by the Lessee to the Council on an annual basis and subject to annual Council approval

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

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**3. GRANT OF SHARED FACILITIES LEASE**

- 3.1 The Council grants and the Lessee accepts a lease of the Leased Land (excluding the Improvements which the parties acknowledge and agree are owned by the Lessee) for the Term on the terms and conditions set out in this Lease.
- 3.2 The parties acknowledge that the Lessee has constructed and installed the Improvements or caused the Improvements to be constructed and installed to make the Leased Land suitable for the Permitted Use.
- 3.3 The parties acknowledge and agree that the Lessee is the owner of the Improvements and full legal and beneficial title to the Improvements has been and is for the duration of the Term, vested in the Lessee notwithstanding:
- 3.3.1 the degree or purpose of affixation of the Improvements or any part of the Improvements;
  - 3.3.2 whether or not the Improvements or any part of the Improvements is a fixture or has or will become a fixture;
  - 3.3.3 any law to the contrary (which is excluded to the extent permitted at law); or
  - 3.3.4 any right granted to the Council or any obligation imposed upon the Lessee whether under this Lease or any other document including any right or obligation relating to the use, occupation, maintenance, repair, subsistence, assignment, subleasing, charging or control of the Improvements.
- 3.4 Clause 3.3 does not affect the Council's right under clause 16.2 to require the Lessee to remove any Improvements.

**4. RIGHT TO USE LICENSED AREA**

- 4.1 In consideration for the Licence Fee the Council grants and the Lessee accepts a Licence (as a licensee) of the Licensed Area during the Times of Use. The rights conferred by this clause rest in contract only and do not convey to the Lessee any estate or interest in the Licensed Area.
- 4.2 The Lessee must use the Licensed Area for recreation and sporting activities only.

**5. RENT**

The Lessee must pay to the Council the Rent on each Payment Date if demanded.

**6. LICENCE FEE**

The Lessee must pay the Licence Fee quarterly in arrears at the end of each financial quarter (which for the avoidance of doubt will be 31 March, 30 June, 30 September and 31 December each year).

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**7. RATES, TAXES, POWER AND OTHER UTILITIES****7.1 Liability for Rates and Taxes**

7.1.1 Subject to the Obligations Schedule the Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Leased Land or upon the owner or occupier of the Leased Land.

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

**7.2 Payment of Outgoings**

7.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Leased Land.

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

**7.3 Lessee's Proportion**

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

**7.4 Power and Other Utilities**

7.4.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, lights and other utilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Leased Land.

7.4.2 The Lessee will pay when they are due for payment, all costs for the use of lights for the purpose of lighting the Licensed Area as noted in the Obligations Schedule.

7.4.3 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Leased Land, or the Licensed Area, then separate meters will be installed in accordance with the Obligations Schedule.

7.4.4 Without limiting the generality of this clause 7.3, the Lessee will comply in all respects with the *Electricity (General) Regulations 2012* and any other applicable electricity laws.

**7.5 Licensed Area Outgoings**

The Lessee must pay or reimburse all Outgoings levied, assessed or charged in respect of the Licensed Area including those set out in the Obligations Schedule.

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**8. USE OF LEASED LAND****8.1 Permitted Use**

The Lessee must use the Leased Land only for the Permitted Use and must not use or allow the Leased Land to be used for alternative use without the Council's prior written consent.

**8.2 Alterations by Lessee**

8.2.1 The Lessee must not carry out any alterations or additions to the Leased Land including, for the avoidance of doubt, the Improvements without Council's prior written consent.

8.2.2 The Lessee must provide full details of the proposed alteration and additions to the Council.

8.2.3 The Council may impose any conditions it considers necessary if it gives its approval including requiring the Lessee to obtain the Council's prior written consent to any agreements that the Lessee enters into in relation to the alterations or additions.

8.2.4 The Lessee must carry out any approved alterations and additions:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as Lessor under this Lease;
- (c) in accordance with all Statutory Requirements; and
- (d) in a way to minimise disturbance to others.

8.2.5 Unless otherwise agreed in writing between the parties, the full legal and beneficial title to all alterations and additions to the Land or the Leased Land made pursuant to this clause are vested in the Lessee for the duration of the Term.

8.2.6 The Lessee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.2.7 For the avoidance of doubt this clause 8.2 applies equally to the alterations and additions made or proposed by the Lessee to the Land, Leased Land and Licensed Area.

**8.3 Offensive Activities**

The Lessee must not carry on any offensive or dangerous activities on or from the Leased Land or create a nuisance or disturbance on the Leased Land, and must ensure at all times that activities conducted on or from the Leased Land will not bring any discredit upon the Council.



**8.4 Use of Facilities**

8.4.1 The Lessee will ensure that the Services are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.

8.4.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

**8.5 Statutory Requirements**

The Lessee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012* (SA)) and reasonable directives of the Council relating to:

8.5.1 the Lessee's use and occupation of the Leased Land and Licensed Area; and

8.5.2 the nature of the Permitted Use conducted on the Leased Land and Licensed Area by the Lessee,

including any requirements for building works or modifications to the Leased Land (whether structural or otherwise).

**8.6 No Alcohol**

The Lessee must not:

8.6.1 serve, sell or provide to persons; or

8.6.2 consume or allow persons to consume,

alcohol or alcoholic beverages on the Leased Land without the prior written consent of the Council.

**8.7 Signs**

The Lessee must not place any signs or advertisements on the outside (or inside if they can be seen from outside) of the Leased Land, except a sign or signs which are approved by the Council and comply with any relevant Statutory Requirements.

**8.8 Dangerous Equipment and Installations**

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

8.8.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;

8.8.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or

8.8.3 any heavy equipment or items that may damage the Leased Land.

**8.9 Fire Precautions**

The Lessee must, at its own cost:

- 8.9.1 comply with all Statutory Requirements relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee's particular use of the Leased Land;
- 8.9.2 comply with any requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures; and
- 8.9.3 without limiting clauses 8.9.1 and 6.9.2, the Lessee will undertake maintenance of the fire safety equipment.

**8.10 Notice of Defect**

The Lessee must:

- 8.10.1 give the Council prompt notice of any circumstance or event which the Lessee should reasonably be aware might cause danger, risk or hazard to the Leased Land or to any person on the Leased Land; and
- 8.10.2 if required by the Council, promptly rectify any defect or want of repair to make the Leased Land safe from any danger, risk or hazard.

**8.11 Common Area Access**

Subject to the Terms of this Lease, the Lessee is entitled to the use and enjoyment of the Common Areas.

**8.12 No Warranty**

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

**9. INSURANCE****9.1 Lessee must Insure**

The Lessee must keep current during the Term (in connection with the Leased Land), the Lessee's Equipment and the Improvements:

- 9.1.1 public risk insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim;
- 9.1.2 all insurance in respect of the Lessee's Equipment and the Improvements for its full replacement value;
- 9.1.3 plate glass insurance if required by Council against usual risks; and

- 9.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires.

## **9.2 Requirements for Policies**

Each policy the Lessee takes out under this clause 9 must:

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

## **9.3 Evidence of Insurance**

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

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

## **9.4 Insurance Affected**

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

## **9.5 Insurance for Licensed Area**

- 9.5.1 The Lessee must ensure that the public risk insurance the Lessee obtains in accordance with this clause 9 of the Lease extends to the Lessee's use of the Licensed Area.



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- 9.5.2 For the avoidance of doubt, the public risk insurance requirements noted in clause 9.5.1 apply equally to the insurance that the Lessee maintains to cover the Licensed Area in accordance with clause 9.

## **10. REPAIR AND MAINTENANCE**

### **10.1 Repair, Maintain and Replace**

- 10.1.1 The Lessee must, at its own cost (unless otherwise stated in the Obligations Schedule):

- (a) maintain, repair and replace any part of the Council's Equipment and the Lessee's Equipment so that the Council's Equipment and the Lessee's Equipment are kept to the Appropriate Standard; and
- (b) maintain and repair any damage to the Leased Land and the Improvements so that the Leased Land and the Improvements are kept to the Appropriate Standard.

- 10.1.2 If the Council requires the Lessee to do so, the Lessee must, at its own cost, promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.

- 10.1.3 The Lessee acknowledges that it is vested with the title to the Improvements and agrees that in addition to and without limiting the Lessee's obligations under clause 10.1.1, the Lessee must carry out or cause to be carried out:

- (a) any repair or replacement of any part or the whole of the Improvements or the interior or exterior of the Improvements; and
- (b) any structural or major component, part, repair or replacement or any capital expenditure,

which is necessary for the Lessee to comply with clause 10.1.1.

- 10.1.4 The Lessee must carry out and observe the Lessee's maintenance, repair and replacement obligations required of the Lessee in relation to the Licensed Area at all times and in accordance with the Obligations Schedule.

- 10.1.5 The Lessee must carry out and observe all other maintenance and repair obligations required of the Lessee pursuant to the Obligations Schedule.

- 10.1.6 The Lessee acknowledges that the Council may arrange for the inspection of any building or Improvement on the Leased Land during every five (5) years of the Term, the cost of such inspection to be paid by the Council and reimbursed in full by the Lessee within a reasonable time after the relevant inspection.

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**10.2 Cleaning of Leased Land and Licensed Area**

- 10.2.1 The Lessee must keep the Leased Land, the Licensed Area and the Improvements clean and tidy, free of vermin, insects and other pests and not cause the Common Areas to be left untidy or in an unclean state or condition.
- 10.2.2 Without limiting the clause 10.2.1 the Lessee must keep the Leased Land and Licensed Area clean and tidy and must not cause the Common Areas to be left untidy or in an unclean state or condition.

**11. TRANSFERRING, SUBLETTING AND CHARGING****11.1 Transfer, Subletting and Charging**

The Lessee may only:

- 11.1.1 transfer its interest in this Lease;
- 11.1.2 sublet, sublicence, or otherwise part with possession of any part of the Leased Land or Licensed Area;
- 11.1.3 charge the Lessee interest in this Lease or the Lessee's Equipment; or
- 11.1.4 assign the Lessee's title to the Improvements,

with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.

**11.2 Deemed Assignment**

If the Lessee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of twenty per centum (20%) or more of the voting shares in the corporation or any change in the effective control of the corporation or association will be deemed to be an assignment of the Leased Land requiring the consent of Council under this Lease.

**11.3 Costs**

The Lessee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing including in considering whether or not to grant any consent to a request by the Lessee under this clause 11.

**12. COUNCIL'S OBLIGATIONS AND RIGHTS****12.1 Quiet Enjoyment**

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

**12.2 Right to Enter**

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

- 12.2.1 to see the state of repair of the Leased Land;
- 12.2.2 to do repairs to the Leased Land or other works which cannot reasonably be done unless the Council enters the Leased Land;
- 12.2.3 to verify the Lessee's compliance with the terms of this Lease;
- 12.2.4 to do anything the Council must or may do under this Lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.2.5 to show prospective lessees through the Leased Land.

**12.3 Right to Enter Licensed Area**

The Council may enter the Licensed Area at any time during the Times of Use:

- 12.3.1 to see the state of repair of the Licensed Area;
- 12.3.2 to do repair to the Licensed Area or other works which cannot reasonably be done unless the Council enters the Licensed Area;
- 12.3.3 to do anything the Council must or may do under this Lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.3.4 to show prospective tenants through the Land.

**12.4 Right to Licence the Licensed Area to other parties**

Following consultation with the Lessee, the Council may Licence or hire the Licensed Area to other parties outside the Times of Use at its discretion.

**12.5 Emergencies**

In an emergency the Council may:

- 12.5.1 close the Leased Land, Licensed Area and Common Areas; and
- 12.5.2 prevent the Lessee from entering the Leased Land, Licensed Area and Common Areas.

**12.6 Works and Restrictions**

- 12.6.1 The Council may install, use, maintain, repair, alter and interrupt Services.
- 12.6.2 The Council may close (temporarily or permanently) and restrict access to the Common Areas.



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- 12.6.3 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Leased Land.

#### **12.7 Right to Rectify**

Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

### **13. TERMINATION FOR DAMAGE OR DESTRUCTION**

- 13.1 If the Improvements are destroyed or damaged so that the Leased Land is unfit for the Permitted Use then if within three (3) months that damage or destruction has not been repaired, either party may terminate this Lease with one (1) months' notice.
- 13.2 In the event that the Lease is terminated pursuant to this clause or any other the Licence automatically terminates.

### **14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION**

- 14.1 If, as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Land (Redevelopment) or for any other reason the Council wishes to demolish or acquire vacant possession of the Leased Land or any part of the Leased Land, then the Council, following completion of a formal public consultation process in accordance with its public consultation policy, will be entitled to terminate this Lease with six (6) months' notice to the Lessee.
- 14.2 In the event that the Lease is terminated pursuant to this clause or any other the Licence automatically terminates.

### **15. RENEWAL**

#### **15.1 Right of Renewal**

- 15.1.1 If a first right of renewal has been granted to the Lessee as described in Item 4(a) and the Lessee wishes to exercise that right of renewal, then the Lessee must serve a written notice on the Council not less than three (3) months and not more than six (6) months prior to the expiry of the Initial Term stating its desire to renew this Lease for the period of the renewal specified in Item 4(a) (**First Renewal Term**). If such notice is given, then the Council will be obliged to renew this Lease for the First Renewal Term on the same terms and conditions as are contained in this Lease, except for the exclusion of this clause 15.1.1 commencing immediately after the Initial Term expires.
- 15.1.2 If a second right of renewal has been granted to the Lessee as described in Item 4(b) and the Lessee wishes to exercise that right of renewal, then the Lessee must serve a written notice on the Council not less than three (3) months and not more than six (6) months prior to the expiry of the First Renewal Term stating its desire to renew this Lease for the period of the renewal specified in Item 4(b) (**Second Renewal Term**). If such notice is given, then the Council will be

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obliged to renew this Lease for the Second Renewal Term on the same terms and conditions as are contained in this Lease, except for the exclusion of clause 15.1.1 and this clause 15.1.2 commencing immediately after the First Renewal Term expires.

#### **15.2 No Renewal Entitlement**

The Lessee will not be entitled to a right of renewal pursuant to clauses 15.1.1 and 15.1.2 if:

- 15.2.1 the Lessee has been in breach of this Lease at any time before giving notice of the Lessee's desire to exercise the right of renewal (**Notice**);
- 15.2.2 the Lessee is in breach of this Lease at the time of giving that Notice; or
- 15.2.3 the Lessee is in breach or commits any breach under this Lease after giving that Notice but before commencement of the Renewal Term.

### **16. RIGHTS AND OBLIGATIONS ON EXPIRY**

#### **16.1 Expiry**

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

#### **16.2 Expiry of Licence**

The Licence subsists only while the Lease subsists and the Lease subsists only while the Licence subsists.

The Licence shall determine if on the expiration or prior determination of the Lease and the rights and obligations of the Lessee and Council on expiry in respect of the Leased Land will apply equally to the Licensed Area.

#### **16.3 Handover of Possession**

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

- 16.3.1 remove all of the Lessee's Equipment from the Leased Land or the Licensed Area and repair any damage caused by such removal;
- 16.3.2 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all alterations, additions and Improvements made to the Leased Land or the Licensed Area by the Lessee, whether those alterations, additions and Improvements were authorised by the Council or not;
- 16.3.3 if required by the Council, remove any alterations, additions or Improvements made to the Leased Land or Licensed Area by the Lessee and reinstate the Leased Land and the Licensed Area to the Appropriate Standard; and

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

#### **16.4 Abandoned Goods**

If, when this Lease comes to an end the Lessee leaves any goods or equipment on the Leased Land or Licensed Area, the Council will be entitled to deal with and dispose of those goods at the Lessee's expense at its discretion.

#### **16.5 Holding Over**

If, with the Council's consent, the Lessee continues to occupy the Leased Land after the end of this Lease, the Lessee does so on a monthly basis which either party may terminate on one (1) month's notice given at any time and is on the same terms as this Lease.

### **17. BREACH**

#### **17.1 Payment Obligations**

17.1.1 The Lessee must make payments due under this Lease:

- (a) without demand (unless this Lease provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;
- (c) to the Council or as the Council directs; and
- (d) by direct debit or such means as directed by the Council.

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

#### **17.2 Council's Rights on Breach**

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

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

#### **17.3 Default, Breach and Re-Entry**

In the event that:

17.3.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of seven (7) days after any day on which the

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same ought to have been paid (although no formal or legal demand has been made);

- 17.3.2 the Lessee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Lease;

then despite any other clause of this Lease, the Council at any time has the right to terminate and re-enter into and upon the Leased Land and to repossess and enjoy the same as of its former estate.

#### **17.4 Rights of Council not Limited**

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

#### **17.5 Repudiation and Damages**

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

- (a) the obligation to pay Rent;
- (b) the obligations and prohibitions in relation to use of the Leased Land;
- (c) the obligation to pay Outgoings;
- (d) the obligations and restrictions in relation to the Improvements, additions and alterations to the Leased Land;
- (e) all of the Lessee's obligations and prohibitions in relation to the Licensed Area; and
- (f) the restriction on assignment, subletting and charging

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

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

- 17.5.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including Rent and other moneys which the Council would otherwise have received under this Lease for the balance of the Term had the Lessee not breached an

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essential term or repudiated this Lease. In those circumstances, the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to lease the Leased Land at a reasonable Rent and on reasonable terms.

- 17.5.5 The rights of the Council under this clause 17.5 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

#### **17.6 Interest on Overdue Amounts**

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

### **18. BREACH OF LICENCE**

If the Lessee in its capacity as Licensee is in breach of any of the terms of the Licence or if the Lessee in its capacity as lessee breaches any of the terms of this Lease then the Council may immediately terminate the Licence by written notice to the Lessee.

### **19. INDEMNITY AND RELEASE**

#### **19.1 Risk**

The Lessee occupies and uses the Leased Land and the Licensed Area at the Lessee's risk.

#### **19.2 Indemnity**

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

- 19.2.1 any act or omission of the Lessee;
- 19.2.2 the overflow or leakage of water or any other harmful agent into or from the Leased Land or Licensed Area;
- 19.2.3 any fire on or from the Leased Land or Licensed Area;
- 19.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Leased Land by the Lessee or otherwise relating to the Leased Land or Licensed Area;
- 19.2.5 a breach of this Lease by the Lessee; or
- 19.2.6 the Lessee's use or occupation of the Leased Land, Licensed Area or the Common Areas.

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### **19.3 Release**

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring on the Leased Land, Licensed Area or the Common Areas, except to the extent that they are caused by the Council's negligence.

### **19.4 Indemnities are Independent**

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

## **20. GOODS AND SERVICES TAX**

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

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

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

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

20.2 Where the Agreed Consideration is to be increased to account for GST under this clause 20, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

20.3 If the Lessee does not comply with its obligations under this Lease or with its obligations under the GST Legislation in connection with this Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

## **21. GENERAL**

### **21.1 Costs**

21.1.1 The Council is responsible for all costs incurred in the preparation of this Lease.

21.1.2 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

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**21.2 Waiver**

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

**21.3 Notice**

Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served if sent via email to either parties' email address as contained in Item 10, or then if posted by prepaid post to the last known address of either party.

**21.4 Severance**

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

**21.5 Entire Agreement**

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

**21.6 Resumption**

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

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**EXECUTED as an AGREEMENT**

**By the Council**

**SIGNED** by **[DELEGATED AUTHORITY]** under delegated authority in the presence of:

.....  
Signature of Authorised Representative

.....  
Signature of Witness

.....  
Name of Authorised Representative  
(print)

.....  
Name of Witness (print)

.....  
Position of Authorised Representative  
(print)

.....  
Dated

.....  
Dated

**By the Lessee**

**EXECUTED** by **[LESSEE]** in accordance with section 127(1) of the Corporations Act by the authority of its directors:

.....  
Director

.....  
DANIEL KIRYK (PRESIDENT)  
Director/Secretary

OR

THE COMMON SEAL of )  
[LESSEE] )  
was hereunto affixed in accordance )  
with its Constitution and in the )  
presence of:

.....  
Seal Holder

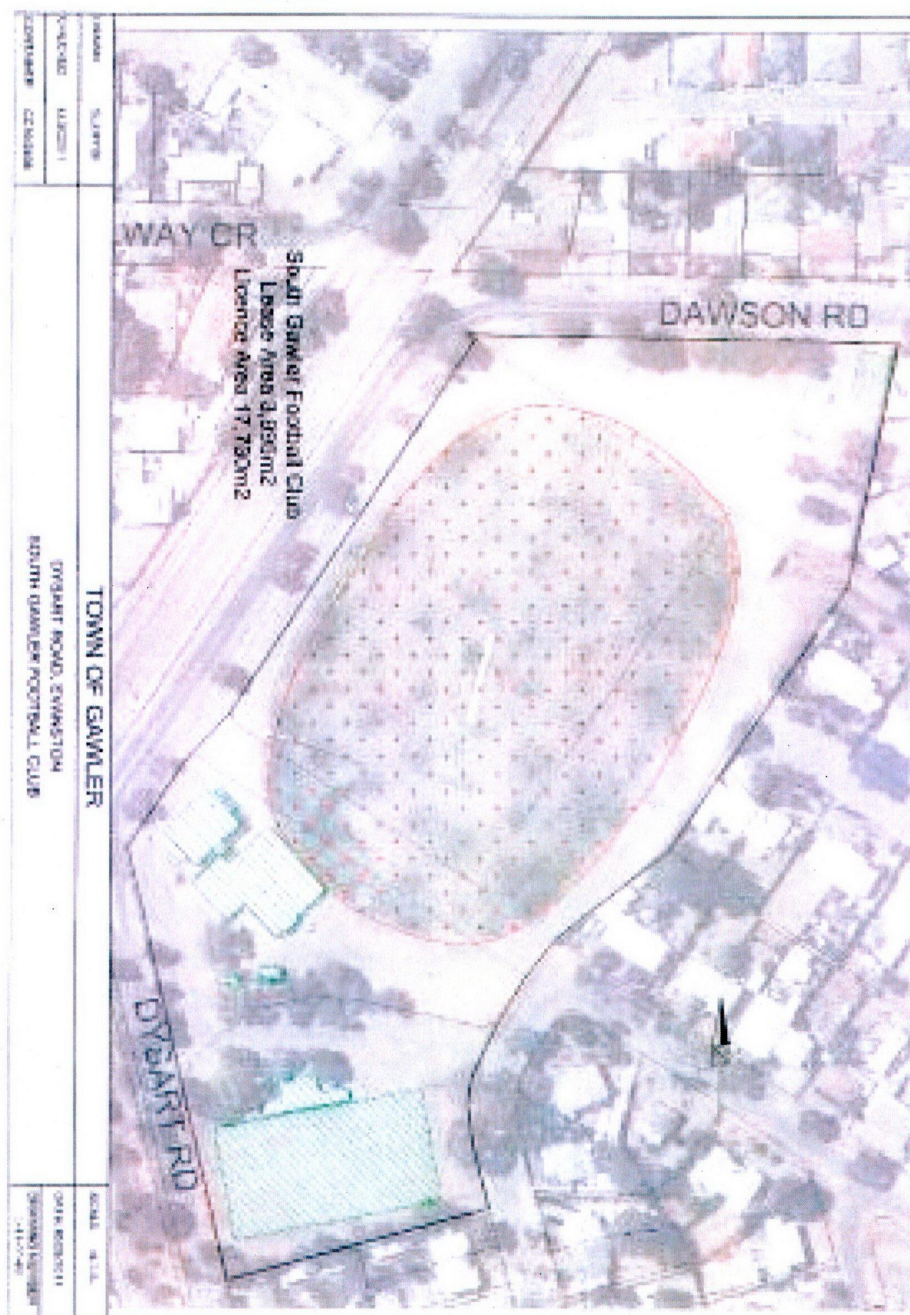
.....  
DANIEL KIRYK (PRESIDENT)  
Seal Holder

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**ANNEXURE A**  
**PLAN OF LEASED LAND**



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## **ANNEXURE B**

### **SPECIAL CONDITIONS**

The terms and conditions (if any) set out in the Second Schedule are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in this body of this Lease, then these special conditions will prevail.

#### **1. COUNCIL CONTRIBUTION**

The Council acknowledges and agrees that the Council must pay one hundred and ten dollars (\$110.00) per annum (inclusive of GST) to the Lessee, payable at the Commencement Date and each anniversary of the Commencement Date throughout the Term, and this payment is contribution for the electricity costs associated with the operation of any irrigation system at, in or on the Leased Land, Licensed Area or Land.

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**ANNEXURE C**  
**OBLIGATIONS SCHEDULE**

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**TOWN OF GAWLER POLICY****Gawler**

<b>Policy Section:</b>	<b>6. Finance and Corporate Services</b>
<b>Policy Name:</b>	<b>Sporting Clubs/Associations Agreement Schedule for Sharing Facilities Leases (Exclusive Right of Possession over Buildings &amp; Structures and Licence over Grassed Areas)</b>
<b>Classification:</b>	<b>Public – Council Policy</b>
<b>Adopted:</b>	<b>24 September 2021</b>
<b>Frequency of Review:</b>	<b>Every 4 years</b>
<b>Last Review:</b>	<b>September 2021</b>
<b>Next Review Due:</b>	<b>September 2025</b>
<b>Responsible Officer(s):</b>	<b>Manager Finance &amp; Corporate Services Team Leader Property and Facilities</b>
<b>Policy and Code of Practice Manual File Ref:</b>	<b>CC10/2601</b>
<b>Council File Reference:</b>	<b>CR15/14014</b>
<b>Legislation Authority:</b>	<b>Local Government Act 1999 Retail and Commercial Leases Act 1995 Associations Incorporations Act 1985</b>
<b>Related Policies and Codes:</b>	<b>Sporting &amp; Community Clubs/Organisations Agreement Schedule for Structural Leases (Exclusive Right of Possession) Policy Sporting &amp; Community Clubs/Organisations Agreement Schedule for Ground Leases (Exclusive Right of Possession) Policy</b>
<b>Related Procedures:</b>	<b>N/A</b>

**1. INTRODUCTION**

Council has a role in providing facilities for community and recreational activities to strengthen communities and encourage healthy lifestyles.

Council has a responsibility to ensure the optimum use of its sporting facilities and is committed to the principles of access and equity for all members of the community.

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## 2. PURPOSE

The Town of Gawler provides a range of sport, recreation and other facilities and services to the community including the provision of sportsgrounds, clubrooms and other community buildings. In addition, Council has an extensive network of open space that provides for passive and other recreation activities.

As the owner of community land Council recognises that it has a key role to play in the provision of a diverse range of recreation, sport and other facilities in collaboration with local clubs, groups and organisations to meet the needs and interests of our changing community. This is one of many services that Council provides which contributes towards the creation of community, health and wellbeing and active communities.

This policy relates to the following Council properties only: -

1. Gawler Central Sporting Club
2. Karbeethan Sporting Association
3. South Gawler Football Club
4. Willaston Football Club

## 3. EXPLANATION

The policy provides a guiding framework and basis for conditions of Shared Facilities Leases between Council and outside Incorporated bodies/associations. Conditions of a Shared Facilities Leases will be cognisant of the needs and interests of the parties to which the agreement applies and will be negotiated and be listed in a schedule that will form an annexure to any agreement. Fees will generally apply, unless stated otherwise in the executed a Shared Facilities Lease.

The policy applies to Shared Facilities Leases only. Buildings include sheds, verandahs, shipping containers and any other buildings or structures on the property/premises. Any other conditions will be listed in the Shared Facilities Lease. These leases will generally be for a period of four (4) years plus a right of renewal for a further two years of three (3) years each ie 4 + 3 + 3.

### What is a Shared Facilities Lease?

A Shared Facilities Lease gives the lessee exclusive possession and use of land on which the buildings are situated. In addition, it provides the Lessee a licence to use the land normally referred as 'Oval/Pitches' at certain times and upon certain conditions whereby the Council would have the ability to hire out to other parties at times when the lessee is not using the Open Space. Council will be responsible for the management and control of the booking process and agenda for the use of ovals. The lessee will not have exclusive use of the grounds but will have priority rights to provide Council annual usage requirements.

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**4. FEES/MAINTENANCE CRITERIA ¥ BUILDINGS & STRUCTURES**

Item	Lessee's Obligations	Council's Obligations
Rent	\$1.00 per annum payable upon demand	
Capital Works	Lessee to maintain Lessee may initiate at its cost provided approval is granted from Council including any necessary building and planning approvals  Lessee to pay Construction Industry Training Levy	(no longer applicable under new PDI Act)
Council rates, taxes, emergency services levy and charges (excluding state land tax)		100% Rates Rebate
Utilities including telephone, electricity, gas, water and excess water	Lessee responsibility	
Installation of Separate Meters	Lessee responsibility	
Preparation costs of lease		Councils Responsibility
<b>Insurance</b>		
Building insurance excess	Lessee responsible for initial excess at current minimum value	
Building insurance premium	Lessee to arrange and provide evidence to Council or request Council to arrange and reimburse Council.	
Contents insurance	Lessee's responsibility	
Public liability insurance	Lessee's responsibility	
Glass	Lessee to replace and insure all glass on the interior and exterior of the Premises	
<b>Inside Buildings / Structures</b>		
Cleaning of the Premises	Lessee to undertake all cleaning of the Premises	
Pest Control	Lessee to use its best endeavours to avoid attracting pests to the Premises Lessee to maintain and provide copies of inspection reports annually	
Asbestos Checks	Lessee to maintain and provide	

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Item	Lessee's Obligations	Council's Obligations
	copies of annual inspection reports or request Council to arrange and reimburse Council every 4 years in line with legislation	
Air-conditioners	Lessee to purchase, insure, service and pay the running cost	
Plumbing Maintenance	Lessee to maintain	
Maintenance of electrical power points, RCD's and fixed cables along with the annual testing	All maintenance to be lessee's responsibility Lessee to maintain annual testing and tagging and provide copies of inspection reports	
Maintenance of stoves and other electrical items	Lessee to maintain	
Maintain lighting, fixtures and fittings to the Premises	Lessee to maintain	
Maintenance of fire safety equipment (e.g., extinguishers, exit lights)	Lessee to maintain and provide copies of inspection reports 6 monthly or request Council to arrange and reimburse Council.	
Floor Coverings	The lessee is required to maintain floor coverings in an adequate and safe condition at all times	
Building Inspection Required every 5 years	Building Inspection required at least every five years - Council to arrange and lessee to reimburse Council	Council to arrange and fund council owned buildings only
Paint	The lessee is required to maintain painting (inside & outside) in an adequate and safe condition at all times	
<b>Inside Buildings / Structures (continued)</b>		
Cleaning of Roofs, gutters and downpipes	Lessee to maintain	
Hot water service	Lessee to maintain	
Maintenance of locks	Lessee to maintain and provide one key to Council and to include an alarm code if applicable	
Doors on the interior and exterior of the Premises	Lessee to maintain and replace when reasonably required	
Building structural maintenance	Lessee to maintain	Council to maintain

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Item	Lessee's Obligations	Council's Obligations
(Includes foundation, salt damp course, window frames, exterior walls, veranda posts, roof structure, gutters, exterior steps, stairs, guard/handrails, ramps, ceilings and interior walls - where it is not the result of mismanagement and maintenance by the lessee)		council owned buildings only  No guarantee will be made on a timeline on the structural repairs, but Council will ensure the integrity of the building e.g., leaks in roof, etc.
Maintenance of water storage tanks	Lessee to maintain	
Maintenance of roller doors	Lessee to maintain	
Graffiti	Lessee required to remove within 14 days	
<b>Grounds</b>		
Significant Trees		Council to maintain
Trees and vegetation		Council to maintain
<b>Other Areas</b>		
Boundary fence and Gates		Council to maintain
Internal Fences and Gates		Council to maintain
<b>Other Areas (continued)</b>		
Special surfaces e.g., tennis courts, cricket pitches, netball courts, squash courts.	Lessee to maintain	
Underground water and sewerage pipes within the site to the main connection point at the boundary of the Site	Lessee to maintain from the slave meter into the building	Council to maintain from the main meter to the slave meter
Light Towers (used for football, netball and cricket)	Lessee to maintain	
Garden Beds	Lessee to maintain	
Buildings such as scoreboards, gate keeper boxes,	Lessee to maintain	

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Item	Lessee's Obligations	Council's Obligations
referee races, hockey back nets & shipping containers		

5. FEES/MAINTENANCE CRITERIA ¥ PITCHES AND OVALS

Item	Lessee's Obligations	Council's Obligations
Licence Fee	10% of the total cost of the grounds maintenance for the Land (as determined by Council from the previous twelve months' Annual Audited Financial Statements, with the exclusion of Depreciation (Buildings))	
Abnormal wear and tear for trial games		Council responsibility
Abnormal wear and tear by bookings made by Clubs e.g., 3-day round robin tournament	Remediation costs plus 15% will be applied and the lessee to reimburse Council	
Abnormal wear and tear by bookings made by Council		Council responsibility
Council rates, taxes, emergency services levy and charges (excluding state land tax)		Council responsibility
Utilities including electricity, gas, water and excess water	Lessee to pay oval grounds lighting	
Installation of Separate Meters	Lessee responsibility	
Preparation costs of lease		Councils Responsibility
<b>Insurance</b>		
Public liability insurance	Lessee's responsibility	
<b>Grounds</b>		
Rubbish and Litter	Licensee is responsible for rubbish/litter management for sporting functions	Council to arrange supply of bins and regular rubbish removal for all other items other than sporting functions
Pest Control		Council to maintain

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Item	Lessee's Obligations	Council's Obligations
Plumbing Maintenance		Council to maintain
Maintenance of electrical power points and fixed cables along with the annual testing		Council to maintain
Maintain lighting, fixtures and fittings to flood lights	Lessee responsibility	
Painting		Council to maintain
Graffiti		Council to maintain
Significant Trees	Lessee to ensure that no damage occurs to the trees defined	Council to maintain
Trees and vegetation		Council to maintain
Grounds Linemarking	Lessee to maintain	
<b>Grounds (continued)</b>		
Mowing of ovals/playing fields and surrounds includes all areas within the reserve		Council to maintain
Aerating of ovals /playing fields		Council to maintain
Fertilising of ovals /playing fields		Council to maintain
Topdressing of ovals /playing fields		Council to maintain
Weed spraying of ovals /playing fields and surrounds includes all areas within the reserve		Council to maintain
Irrigation system maintenance		Council to maintain
Irrigation management		Council to maintain
Black beetle spraying of ovals /playing fields		Council to maintain
<b>Other Areas</b>		
Lighting of road areas and car park		Council to maintain
Road areas		Council to maintain
Carpark		Council to maintain
Boundary fence and Gates		Council to maintain
Internal Fences and	Lessee to maintain fencing and	

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Item	Lessee's Obligations	Council's Obligations
Gates	gates around areas such as netball courts, etc.	
Underground mains water and sewerage pipes to the connection point with the Premises		Council to maintain

#### 6. REVIEW AND EVALUATION

The effectiveness of this Policy will be reviewed every 4 years.

The Chief Executive Officer will report to Council on the outcome of the evaluation and if relevant make recommendations for amendments, alteration or substitution of a new Policy.

The Policy will not be altered or substituted so as to affect a process already commenced.

#### 7. FURTHER INFORMATION

Further information about this Policy can be obtained by: -

Telephone: 8522 9211

Email: [council@gawler.sa.gov.au](mailto:council@gawler.sa.gov.au)

Appointment: Town of Gawler Administration Centre, 43 High Street, Gawler East.

Letter : PO Box 130, Gawler SA 5118

#### 8. AVAILABILITY OF POLICY

The Policy is available for inspection during ordinary business hours at the Council principal office, Town of Gawler Administration Centre 43 High Street, Gawler East or is available on the Council website at [www.gawler.sa.gov.au](http://www.gawler.sa.gov.au).

A copy of this Policy will be provided to interested parties upon request, for a fee as contained in the Register of Fees and Charges.



## TOWN OF GAWLER POLICY



Section Number:	5. Library & Community Services
Policy Name:	Hire of Council Owned Facilities
Classification:	Public – Council Policy
Adopted:	<a href="#">13 July 2021</a>
Frequency of Review:	Annually
Last Review:	<a href="#">June 2021</a> <a href="#">July 2022</a>
Next Review Due:	<a href="#">June 2022</a> <a href="#">July 2023</a>
Responsible Officer(s):	<a href="#">Manager Library &amp; Community Services</a> <a href="#">Manager Business Enterprises &amp; Communications</a> <a href="#">Manager Recreation &amp; Leisure Services</a> <a href="#">Executive Manager Community &amp; Strategy</a>
Policy and Code of Practice Manual File Ref:	CC10/2601
Council File Reference:	<a href="#">CR21/46966</a> <a href="#">CR22/37464</a>
Legislation Authority:	N/A
Related Policies and Codes:	Hire of Gawler Civic Centre Venues
Related Procedures:	N/A

## 1. BACKGROUND

- 1.1 Council owns and maintains a number of venues, facilities are available for hire for commercial, community or private purposes. Some of the uses include (but are not limited to) seminars, meetings, concerts, conferences, product launches, conventions, tuition classes, live theatre and musical presentations and use by local sporting and active recreation organisations.. Council aims to recoup operational costs by hiring these facilities for periodic use, but also seeks to facilitate good community access to amenities and services for all groups. Council achieves this by establishing affordable fees and charges for the use of its assets by specific types of groups such as registered, not for profit organisations, community groups, sporting and active recreation organisations and individuals.
- 1.2 This policy will provide guidelines for staff and potential hirers to assess the grounds for Council awarding concessional hire to applicants, and establishes common guidelines for the usage of Council facilities (noting that the hire of the Gawler Civic Centre is covered by the Hire of Civic Centre Venues Policy). It takes into account the relationship of the hirer to Council, the local orientation or membership of the hirer, the purpose of the hire, the ability of the hirer to pay and

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

the overall benefit to the entire community of the particular use of Councils Community facilities.

### **2. OBJECTIVES**

- 2.1 To ensure that there is flexibility and an opportunity for all community members as individuals, groups and/or organisations to be able to access Council facilities for a mix of welfare, social, cultural, recreational and community functions, activities and services.
- 2.2 To ensure that fees and charges for hire of Council community facilities meet principles of social justice, equity and value for money.
- 2.3 To ensure the application of fees and charges demonstrates Council's commitment to a fair, accountable and transparent process.
- 2.4 To ensure that there is a clear process and criteria in place for the consideration of applications for fee reduction or fee waiver for the hire of Council facilities.

### **3. FACILITIES**

- 3.1 This policy will apply to the following Council owned community facilities currently available for periodic hire:
  - a. Gawler Sport & Community Centre
  - b. Gawler Elderly Centre
  - c. Gawler Aquatic Centre
  - d. Outdoor Sporting Facilities – Princes Park, Karbeethan Reserve, Eldred Riggs Reserve (South Gawler Oval), Gawler Oval and Elliot Goodger Memorial Park (Willaston Oval).
  - e. Parks and Reserves – Apex Park, Clonlea Park, Dead Man's Pass and Pioneer Park.

It does not apply to properties that are leased from Council, and for which contractual lease and/or licence agreements have been established. It also does not apply to the Gawler Civic Centre, with the hire of this facility governed by the 'Hire of Civic Centre Venues Policy'.

#### **3.2 Application to Hire**

Individuals, groups, organisations and businesses that wish to hire a Council facility must complete a "Facilities Hire Application Form" which requires them to outline the specific purpose(s) for which the facility is requested and to state the proposed frequency of use.

#### **3.3 Concession Request**

Hirers requesting any reduction in hire rates must complete the "Concession Request" section of the "Facilities Hire Application Form". The application will be assessed by the relevant Assessment Officer (as per Clause 7.1 of this policy), and the decision will be endorsed by the relevant Approval Officer (as per Clause 7.1 of this Policy) and/or Council.

### **4. HIRER CATEGORIES & CONCESSIONS**

- 4.1 The categorisation of hirers allows Council to accommodate a diversity of community needs and interests within Council facilities, and provides a transparent and accountable mechanism for determining the rate at which hirers are charged.
- 4.2 Hirers will be categorised according to:

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

- a. the purpose for which the Council facility is being hired, and
- b. the demonstrated capacity of the hirer to pay

### 4.3 There are four (4) tier Categories:

- Category A Commercial – full fee paying
- Category B Community Business – 25% discount on hire fees
- Category C Community Interest Group - 50% discount on hire fees
- Category D Full Concession – 90% discount on hire fees

### 4.4 To be eligible to receive a concession, hirers must complete and submit a "Facilities Application Form" including the "Concession Request" section and supply their organisation's most recent audited financial statements or other appropriate financial documentation.

### 4.5 Organisations which are determined by Council to have reasonable access to funds (e.g. substantial funds in reserve or access to funds through its annual turnover) will not be eligible for a concession. Alternatively these organisations may be awarded a lesser rate reduction than they originally sought.

### 4.6 When an organisation is in receipt of any concession on the full cost of the hire of a Council facility, they are considered by Council to be in receipt of a Council subsidy. An organisation will need to declare this subsidy if they apply to Council for other types of support (e.g. a community grant or community loan).

### 4.7 The provision of concession hire fees should otherwise be deemed Council sponsorship. Such sponsorship shall be appropriately reflected by the organisation in all associated marketing and promotional material with Council's logo clearly displayed.

## **5. HIRER INSURANCE**

### 5.1 Hirers will be considered as either a **Regular Hirer** or a **Casual Hirer**. This differentiation affects the type of insurance that a hirer is required to purchase and maintain throughout their Hire Agreement, and enables Council to determine its own level of liability.

### 5.2 Regular Hirers

Regular hirers are defined as those hirers that use any Council facility collectively 10 or more times per financial year.

### 5.3 Casual Hirers

Casual hirers are defined as those hirers that use any Council facility nine or less times per financial year (includes single use hirers)

### 5.4 Regular Hirers are required to have Public Liability Insurance of no less than twenty million dollars (\$20,000,000) and are required to present proof of currency of their policy at the time of application to hire a Council facility. .

## **6. OVERVIEW OF HIRER CATEGORIES & HIRERS RECEIVING SPECIAL DISPENSATION**

To be eligible for any of the concession categories, hirers must match the criteria below.

### 6.1 Category A – Commercial, Business, Political & Private Hirers

Full fees are applied to this category, with hirers not eligible for a concession for facility hire.

Types of Use - Private and family functions, trade fairs, product launches, meetings of registered political groups/parties, conventions and all income generating

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

activities for personal or corporate profit.

Examples of hirers likely to be within this category are: State & Federal Government agencies (excluding primary and secondary schools and agencies who are seeking to hire Council facilities to provide information or services to local/regional communities), registered political parties/groups, private businesses, business owners, corporations.

- 6.2 Category B – Community Services Organisations - eligible for a 25% concession on the full commercial rate.

This category applies to the activities of healthy lifestyle and community education organisations or businesses, and community service/welfare agencies that have capacity to raise funds and/or apply for ongoing operational funding from one or a combination of Local, State or Federal Government grants programs.

This includes community service providers (funded), other local government agencies, incorporated community groups (funded), education/leisure/lifestyle organisations (that charge fees), revenue raising activities (e.g. ticket sales at concerts), exhibitions, seminars and community service conferences and meetings.

- 6.3 Category C – Not for Profit Community Interest Groups - eligible for a 50% concession on the full commercial rate.

This category applies to the activities of groups/organisations that do not receive ongoing operational State or Federal Government funding (excluding schools and Government agencies who are seeking to hire Council facilities to provide information or services to local/regional communities) but raise funds from other sources including membership, sponsorship, project-focused grant funding and/or Council funding.

Examples of groups included within this category are: not for profit playgroups and child-focused early intervention groups, religious/spiritual groups or church-based/place of worship organisations, schools, registered charities, clubs/leisure/education/amateur sporting/lifestyle activities (run by volunteers or with volunteer labour), incorporated organisations, not for profit community groups (limited funding).

- 6.4 Category D – Small Self Help Community Groups – eligible for 90% concession on the full commercial rate.

This category applies to the activities of small self-help community groups with no opportunity to attract financial support from either the public or private sector, and with an extremely limited capacity to pay for facility hire.

Activities might include self-help/peer support meetings, fund raising for a small charitable activity/event or for an individual/family or community organisation in crisis, or other activities to be determined by Council.

Examples of hirers included in this category are non-funded, incorporated or unincorporated community groups (possibly with gold coin membership), self-help groups or similar types of groups that are undertaking fundraising, community based care groups.

- 6.5 Gawler Based Service Clubs - eligible for 80% concession on the full commercial rate.

The following Gawler Based Service Clubs are eligible for this concession:

- Gawler Apex Club
- Gawler Lions Club

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

- Gawler Kiwanis
- Gawler Zonta Club
- Rotary Club of Gawler
- Rotary Club of Gawler Light
- Gawler Blue Light

### **6.6 Gawler Based Swim Clubs**

- a. Gawler Amateur Swimming Club Incorporated to be eligible for the following concession on the full commercial rate:
  - 100% concession for Exclusive use Hire of the Gawler Aquatic Centre for its annual carnival
  - 100% concession for the members of Gawler Amateur Swimming Club to enter the Gawler Aquatic Centre at their training times only (not season or visit passes and excluding parents and spectators of members). 75% concession for Gawler Aquatic Centre Season and Visit passes purchased by members (casual facility entry will receive no concession)
  - 50% concession for the hire of other Council facilities governed by this policy (in line with the Category C concession within this policy)
- b. STARplex Swim Club to be eligible for the following concession on the full commercial rate:
  - 75% concession for the hire of Gawler Aquatic Centre facilities
  - 75% concession for Gawler Aquatic Centre Season and Visit passes purchased by members (casual facility entry will receive no concession)
  - 50% concession for the hire of other Council facilities governed by this policy (in line with the Category C concession within this policy)

### **6.7 Council Approval**

All applications for Category D (90% concession) require Chief Executive Officer and/or Council approval. Applications for Category D concession with a total concession of less than \$1,000 can be approved by the Chief Executive Officer. All applications for Category D concession with a total concession of \$1,000 or greater require the approval of Council. Casual Hirers seeking 90% concession should apply at least two months ahead of the required date to enable the appropriate authorisation from Council.

## **7. DELEGATION OF COUNCIL STAFF AND COUNCIL TO APPROVE CONCESSION APPLICATIONS**

### **7.1 Assessment and Approval of Concession Applications.**

Approval process for:

- a. Gawler Sport & Community Centre
- b. Gawler Elderly Centre
- c. Gawler Aquatic Centre
- d. Outdoor Sporting Facilities – Princess Park, Karbeethan Reserve, Eldred Riggs Reserve (South Gawler Oval), Gawler Oval and Elliot Goodger Memorial Park (Willaston Oval)



**HIRE OF COUNCIL OWNED FACILITIES POLICY**

Category	Assessment Officer	Approval Officer
B	Coordinator Aquatic & Recreation Services	Manager Library & Community Services
C	Coordinator Aquatic & Recreation Services	Manager Library & Community Services
D	Coordinator Aquatic & Recreation Services	Chief Executive Officer (concession value under \$1000) Council (concession value greater than \$1000)
Gawler Based Service Club	Coordinator Aquatic & Recreation Services	(Pre-Approved by Council per Clause 6.5)
Gawler Based Swim Club	Coordinator Aquatic & Recreation Services	(Pre-Approved by Council per Clause 6.6)

Approval process for:

- a. Parks and Reserves – Apex Park, Clonlea park, Dead Man's Pass and Pioneer Park

Category	Assessment Officer	Approval Officer
B	Senior Visitor Information Centre Officer	Manager Business Enterprises & Communications
C	Senior Visitor Information Centre Officer	Manager Business Enterprises & Communications
D	Senior Visitor Information Centre Officer	Chief Executive Officer (concession value under \$1000) Council (concession value greater than \$1000)
Gawler Based Service Club	Senior Visitor Information Centre Officer	Pre-Approved by Council per Clause 6.5
Gawler Based Swim Club	<del>Senior Visitor Information Centre Officer</del> <a href="#">Coordinator Aquatic &amp; Recreation Services</a>	Pre-Approved by Council per Policy Clause 6.6

- 7.2 Where an application to hire a Council Facility includes a Concession Request that falls outside the options available within this policy, the request will be submitted to the relevant Approval Officer (as per Clause 7.1 of this Policy). Any request to waive the total hire fee will be submitted to Council for approval and must be endorsed by the Chief Executive Officer.
- 7.3 The relevant Assessment Officer (as per Clause 7.1 of this Policy) is responsible for establishing and maintaining current Hire Agreements for all facilities and for assessing the suitability of applications. They are also responsible for making recommendations to the relevant Approval Officer and/or Council about the categorisation of hirers.
- 7.4 Resolution of Disputes

If the Assessment Officer experiences irreconcilable problems when allocating facilities to approved hirers (e.g. there is a clash of required times and facilities for

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

two or more hirers) the matter will be referred to the relevant Approval Officer (as per Clause 7.1 of this Policy) for a resolution.

### **8. VALIDITY OF CONCESSION APPROVALS**

- 8.1 When approval for a concession is given, that approval is valid until the completion of the current financial year, providing the use of the facility remains consistent with the original application and the capacity of the organisation to pay hire fees remains unchanged.
- 8.2 Any concession approvals will be valid only for the dates indicated within the booking, unless authorised by the Chief Executive Officer or a resolution of Council.
- 8.3 It is important to note that a hirer may fall into different hirer concession categories subject to the purposes for which they hire a Council facility/ies. For example a hirer might be provided with concession rate C for a meeting of their group at one facility but at concession rate B if they charge an entry fee to a seminar at another Council facility.

### **9. GUIDELINES FOR ASSESSING REQUESTS FOR A CONCESSION**

In assessing a request for a concession to the regular hire rate to be provided under Categories B, C or D the following common criteria would apply:

- 9.1 The applicant meets the criteria for Category B, C or D
- 9.2 The necessary documentation and financial information (e.g. latest Audited Financial Statements, Certificate of Insurance) has been provided and supports the request.
- 9.3 The activity / event / function has a primary focus on the Town of Gawler and/or is aligned with the objectives of the Town of Gawler Community Plan.
- 9.4 The proposal improves community access to an activity or service.
- 9.5 The applicant has demonstrated that they will not profit from usage.
- 9.6 The applicant has demonstrated they are unable to meet the full cost and/or that the costs of usage cannot be recovered from participants.
- 9.7 The application has demonstrated that the function or activity will not be viable without a subsidy.
- 9.8 The event/activity is being held to support a charity organisation, to raise money for a charitable cause or to support an organisation, individual or family in crisis.

### **10. REQUIREMENTS OF HIRERS RECEIVING A CONCESSION**

Council requires hirers receiving any concession on facility hire to:

- 10.1 Acknowledge Council assistance in any literature and promotional materials.
- 10.2 State the source of that assistance in any subsequent requests for funding support from Council for fee relief or otherwise (e.g. Community Grants program).
- 10.3 Comply with the Conditions of Hire relevant to the specific facility.

### **11. PROCEDURES – CONCESSION APPLICATIONS**

#### **11.1 Procedures for Regular Hirers**

- a. Council will call for requests to hire Council facilities on an annual basis, in line with the financial year.

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

- b. Prior to submitting a Facilities Hire Application Form, including concession request (where applicable), hirers are encouraged to;
  - i. access an up-to-date list of facilities and the types of events or activities that are suitable.
  - ii. discuss their specific facility and hire needs with the staff to determine the most appropriate facility.
- c. For assessment purposes, the relevant Assessment Officer (as per Clause 7.1 of this Policy) may need to clarify information directly with the applicant.
- d. Assessment Officer recommendations for Category D concessions will be reported to the Chief Executive Officer (\$1,000 or less) and/or Council (greater than \$1,000) for the purpose of securing approval or Council endorsement.
- e. Following approval (or refusal) of a Facility Hire Application and Concession Request, staff will formally notify the applicant in writing and will confirm the terms of the Hire Agreement/s.
- f. The hirer is supplied with all Council documentation (e.g. Hire Agreement including Hire Terms and Conditions) for review and signature.
- g. Prior to commencement of the hire, the hirer is required to undertake an induction and/or orientation of the facility and given a safety and security brief. They will be provided with Council contact details, including an out of hours contact point (where required).
- h. The hirer is responsible for supplying the following;
  - i. Signed facility-specific Facility Hire Agreement & Declarations
  - ii. Public Liability Insurance or Certificate of Currency (with a copy of the updated certificate of currency to be provided as required)
  - iii. Payment of all deposits, bonds and other fees (as relevant)

### **11.2 Procedures – Casual Hirers**

- a. Casual Hirers may be eligible for a concession and are assessed on the same criteria as Regular Hirers.
- b. Casual Hirers seeking a concession of more than 50% must apply at least two months in advance of their event date to allow adequate time for the approval process.
- c. Acceptance of a casual booking is at the discretion of the Assessment Officer.
- d. Casual Hirers have the same responsibilities as Regular Hirers to fulfil the terms of both this policy and the facility specific Hire Agreement.
- e. Prior to the commencement of the hire, the hirer will be provided with the following;
  - i. A copy of the Hire Agreement
  - ii. Written confirmation of the booking (including any additional requirements)
  - iii. Confirmation of payment of all relevant deposits, bonds and other fees (to be paid prior to the commencement of the facility hire) and
  - iv. Safety and security orientation/induction (as required)

## **HIRE OF COUNCIL OWNED FACILITIES POLICY**

### **12. PAYMENT OF FEES & CHARGES**

- 12.1 Hirers are to pay the hire fee as set out in Council's Fees and Charges Register and included in the signed Hire Agreement. In most cases Council will require a hirer to make a full payment before facility hire. will determine the terms under which invoices are issued.
- 12.2 Unless otherwise formally agreed, no hirer, regardless of concessions awarded under this policy, is exempt from other fees and charges relating to their hire eg. kitchen facilities etc.
- 12.3 Fees and charges include (but are not limited to); equipment use, allocation and/or replacement of keys/swipes, additional services (e.g. catering, staffing, special cleaning), administration fees, cancellation fees, damage(s) and/or storage of the groups' equipment.
- 12.4 Changes to Fees and Charges  
Council's fees and charges are reviewed and subject to change as part of the annual budget process. Fee schedules for Council facilities are available from Customer Service locations and, Council's website.
- 12.5 Overdue Accounts  
Hirers that have overdue fees (in excess of 30 days from date of invoice) will have their concession status revoked and all facility hire will be charged at the full commercial rate until all overdue fees are paid in full.
- 12.6 Outstanding Fees  
Hirers that have failed to pay outstanding fees will not be eligible to hire any of Council's facilities. Any applications from these hirers will not be assessed until the outstanding fees have been paid in full.
- 12.7 Council will waive any annual hire fee of less than \$100 for Council facilities.

### **13. REVIEW AND EVALUATION**

The effectiveness of this Policy will be reviewed annually.

The Chief Executive Office will report to council on the outcome of the evaluation and if relevant make recommendations for amendments, alteration or substitution of a new Policy.

The Policy will not be altered or substituted so as to affect a process already commenced.

### **14. FURTHER INFORMATION**

Further information about this Policy can be obtained by:-

Telephone: 8522 9211  
Email: [council@gawler.sa.gov.au](mailto:council@gawler.sa.gov.au)  
Appointment: Town of Gawler Administration Centre, 43 High Street, Gawler East.  
Letter: PO Box 130, Gawler SA 5118

### **15. AVAILABILITY OF POLICY**

~~The Policy is available for inspection during ordinary business hours at the Council principal office, Town of Gawler Administration Centre 43 High Street, Gawler East or is available the Council website at [Error! Hyperlink reference not valid.](#)~~

~~A copy of this Policy will be provided to interested parties upon request, for a fee as contained in the Register of Fees and Charges.~~

~~The Policy is available to be downloaded, free of charge, from Council's website at~~



**HIRE OF COUNCIL OWNED FACILITIES POLICY**

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[www.gawler.sa.gov.au](http://www.gawler.sa.gov.au).

[A printed copy may be purchased on request from the Council's Administration Centre.](#)

CR21/469662/37464

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Town of Gawler - Grant Register FY 2021-2022

	Project Name	Grant Name	Department	State / Federal	Strategy	Project Description	Date Submitted	Grant Cash	Grant In-Kind	Other Cash	Other In-Kind	Council Cash	Council In-Kind	Total Project Funds	Grant Status	Agreement Status	Grant Funds Received	Project Status %	Responsible Officer	Motion No	Financial Acquittal Due	Next Milestone Due	To be Completed by
	Greater Adelaide Cycleway Barossa, Light and Lower North Cycle Tourism Project	Regional Growth Fund	Department of Primary Industries & Regions SA	State	Community	New construction of cycling connections to deliver a continuous cycle connection from Adelaide to the Barossa Valley. The project formally connects the two regional cycle paths and the existing shared path network capitalising on both the Town of Gawler and Barossa Council's significant investment in cycling infrastructure		\$678,269		\$504,396	\$60,000	\$513,007	\$60,000	\$1,815,672	Successful	Executed	24%	50%	Bernard Ho		30/11/2022	30/07/2022	30/11/2022
	Digital Devices Grant	Digital Devices Grant	Be Connected		Community	Will allow the Library to purchase tablets and data, and make them available for loan by socially isolated or disadvantaged learners over fifty (50) years of age who require a loan device to enable them to connect online. The items will be available for loan throughout the COVID-19 and social distancing period, through to 31 December 2020. At the end of this period, the devices will be returned to the Library, and made available for use in the ongoing delivery of our Be Connected program	01/04/2020	\$5,000						\$5,000	Successful		100%		Chiah Mayne				
	Building Digital Skills	Building Digital Skills	Be Connected		Community	To allow the Library to continue to deliver our Be Connected digital literacy program as a Be Connected Network Partner.	01/04/2020	\$2,500						\$2,500	Successful		100%		Chiah Mayne				
	Stimulus Funding - LRCIP	Local Roads and Community Infrastructure Program	Department Infrastructure Transport Regional Development	Federal	Our Community	Upgrades to footpaths and provision of shadesales in park areas around the Council area.	NA	\$405,562				\$104,313		\$509,875	Acquitted	Executed - approval to proceed received 13/11/2020	90%	100%	Whendee Young		31/10/2021	Completed	31/10/2021
	Stimulus Funding - LRCIP Program Extension	Local Roads and Community Infrastructure Program	Department Infrastructure Transport Regional Development	Federal	Our Community	VIC lift instalation, Gawler West Playground Basketball half-court, road re-seals, Hemaford Grove, Martins Place Toilet.	N/A	\$912,194						\$912,194	Successful	Executed	50%	95%	Whendee Young		30/06/2022	30/04/2021	Construction to be completed 31/12/2021
	Karbeethan Reserve Redevelopment Stage 1	SA Local Government Infrastructure Partnership Program	Dept of Treasury & Finance	State	Our Community	Karbeethan Reserve Redevelopment Stage 1 includes Masterplan actions: Redevelopment of a baseball diamond to allow for State level games to be hosted and allow plus shared soccer and softball field (including irrigation and lighting of playing areas).	29/01/2021	\$900,000				\$910,000	\$141,000	\$1,951,000	Successful	Executed	0%	20%	Bryce Norton	2020-12-COU528			Variation Request pending
	Princes Park Community Recreation Hub Stage 1	Open Space & Places for People Grant Program	Attorney General Department - Dept of Planning	State	Our Community	Development of a Community Recreation Hub for informal recreation, creating a half-court basketball court and quality community space and connection to the Gawler Oval Railway station.	18/02/2021	\$356,500				\$356,500	\$55,000	\$768,000	Successful	Executed	100%	40%	Bryce Norton	2021-01-COU012	30/07/2022	1/00/2022	30/06/2022 in application timeline - [Deed Expiry 1/01/2023]
	Gawler Cultural Heritage Surveys	Building Better Regions Fund - Round 5 - Community Investments	Department of Infrastructure, Regional Development and Cities	Federal	Our Community	The Aboriginal cultural heritage survey work will assist Town of Gawler to identify and manage Aboriginal cultural heritage sites and/or areas of potential heritage sensitivity in view of its legal obligations under the SA Aboriginal Heritage Act 1988. The work should also provide good basis for future management of Aboriginal cultural heritage sites and values as well as educative and interpretive potential for other projects as the Kaurna community see fit.	03/03/2021	\$20,000				\$30,000		\$50,000	Successful	Executed	10%	85%	Jacinta Weiss	2021-02-COU043	30/07/2022	30/07/2022	30/06/2022-variation requested extension to 30 September 2022
	Gawler Ageing Well Framework	Age Friendly SA 2020-21	Office for Aging Well - SA Helath	State	Our Community	This project aims to help identify the key issues affecting older people living in and around Gawler. This will be achieved in a number of ways, but largely focuses on documenting current initiatives and programs that are already available in the community and identify any additional supports that may be required to support their sustainability. It also includes acknowledging what our older residents already contribute to our community, as well as generate new opportunities for active participation. The framework also aims to formulate strategies to address any unmet or identified needs.	12/03/2021	\$35,000				\$15,000		\$50,000	Successful	Executed	100%	100%	Sanna Brannan	2021-02-COU043	06/08/2022	30/11/2021	06/08/2022

Town of Gawler - Grant Register FY 2021-2022 - as at 8/08/2022

Project Name	Grant Name	Department	State / Federal	Strategy	Project Description	Date Submitted	Grant Cash	Grant In-Kind	Other Cash	Other In-Kind	Council Cash	Council In-Kind	Total Project Funds	Grant Status	Agreement Status	Grant Funds Received	Project Status %	Responsible Officer	Motion No	Financial Acquittal Due	Next Milestone Due	To be Completed by
Access Improvements to Public Transport - Tambelin	Infrastructure Grant	DIT	State	Our Community	This project is to provide improved access to the public transport hub of Tambelin Railway Station.		\$150,000				\$1,277		\$151,277	Successful	Executed		90%	Whendee Young	2021:05:COU176	30/01/2022	31/12/2021	31/12/2021
Stimulus Funding - LRCIP Program Extension	Local Roads and Community Infrastructure Program Phase 3	Deapartmnet of Infrastructure Transport and Regional Development	Federal	Our Community	1. Seal Road Shoulders Program - Dalkeith Rd - \$185,000 2. Apex Park Playground Inclusive Playscape - \$40,000 3. Reseal Roads Program - \$176,124 4. Renew Calton Rd Playground- \$200,000 5. Resurface Gawler South Oval car park - \$160,000 6. Shade Sails to playgrounds or other shading options - \$50,000	N/A	\$811,124						\$811,124	Successful	Executed	50%	10%	Whendee Young		30/06/2023	30/10/2022	30/06/2023
Hillier Channel Rehabilitation - Hillier Fire Affected Ground		Stormwater Management Authority	State	Environment	Removal of fallen trees/debris resulting from the Hillier Fire from the Gawler River system		\$440,000				\$90,000		\$530,000	Successful	Executed	50%	90%	Paul Cleghorn	2021:05:COU177	31/03/2022		31/12/2021
Karbeethan Reserve Master Plan Continued Delivery	Open Space Grant Program	Office for Planning and Local Government	State	Our Community	Further development of Karbeethan Reserve to create important community connections for the Evanston Gardens Community in line with the Msater Plan.	27/08/2021	\$800,000				\$950,000	\$20,000	\$1,770,000	Successful	Executed	100%	10%	Bryce Norton	2021:08:COU338	30/06/2023		30/06/2023
Getting Gawler Greener	Greener Neighbourhoods 2021/2022	Dept of Environment and Water	State	Our Community	Greening and increasing canopy cover in and around Gawler's key transport connections is the focus of this project, leveraging the existing Gawler Railway Electrification Project revegetation and integration project to increase the amount of trees in the neighbouring connector areas.	10/09/2021	\$150,000				\$155,000		\$305,000	Successful	Funding agreement signed awaiting final execution	100%	20%	Bernard Ho	2021:06:COU223	31/07/2023	30/09/2022	30/06/2023
Gawler Youth Week 2022 - Why Gawler?	SA Youth Week	Department Human Services	State	Community	Gawler Youth produce a video clip / with an original song Name: WHY Gawler (initial suggested name however young people planning this may change)	09/02/2022	\$1,500						\$1,500	Successful	Executed		100%	Debbie Speed				
Activity Garden	Local Government Early Childhood Learning Community Innovation Grant	Local Government Association?	State	Community	Create an outdoor child-friendly space suitable for outdoor storytime and other early childhood programs. Specifically establish a native plant butterfly garden trail with Kaurna language counting signage. Building an undercover deck area between the Evanston Gardens Library, the Gawler Community Garden and the Evanston Gardens Primary School to run nature-based activities and programs that would fill the gap made by the loss of the Evanston Gardens Playgroup and the loss of library preschool storytime and craft activities in the local area.	04/03/2022	\$15,000		\$1,000			\$2,385	\$18,385	Successful	Executed			Chiah Mayne		04/11/2023	14/10/2022	30/09/2023
Stimulus Funding - LRCIP extension	Local Roads and Community Infrastructure Program - phase 3 Extension	Deapartmnet of Infrastructure Transport and Regional Development	Federal	Our Community	Projects pending!	N/A	\$405,562							Successful	Awaiting funding agreement and guidelines	0%						
Karbeethan Reserve Synthetic Soccer Pitch	Sports Infrastructure Grant Program	Office of Recreation Sport and Racing	State	Our Community	Install a synthetic soccer pitch, led lighting and fending at the Karbeethan Reserve Sporting precinct	31/05/2022	\$1,000,000				\$1,400,000		\$2,400,000	Successful	Executed	100%		Bryce Norton	2022:06:CO U202			30/06/2024
Gawler And Districts Netball Courts Redevelopment	Sports Infrastructure Grant Program	Office of Recreation Sport and Racing	State	Our Community	Upgrade the Hallam Drive facility with 10 Netball Courts (meeting standards), carpark and LED lighting	31/05/2022	\$4,800,000						\$4,800,000	Successful	Executed	100%		Bryce Norton	2022:06:CO U202			30/06/2024

Town of Gawler Grant Register FY 2021-2022																							
	Project Name	Grant Name	Department	State / Federal	Strategy	Project Description	Date Submitted	Grant Cash	Grant In-Kind	Other Cash	Other In-Kind	Council Cash	Council In-Kind	Total Project Funds	Grant Status	Agreement Status	Grant Funds Received	Project Status %	Responsible Officer	Motion No	Financial Acquittal Due	Next Milestone Due	To be Completed by
	Apex Park Inclusive and Accessible Infrastructure	Community Infrastructure Grant	Department of Infrastructure and Transport	State	Our Community	Installation of inclusive and accessible elements for play infrastructure	10/06/2022	\$60,000				\$40,000		\$100,000	Successful	Executed	100%		Whendee Young	2022:06:COU193			30/06/2024
	Bacton Street and Gawler West Playground Safety Improvements	Community Infrastructure Grant	Department of Infrastructure and Transport	State	Our Community	Shade sail at one playground and lighting instal at other to improve palyground safety	10/06/2022	\$100,000						\$100,000	Successful	Executed	100%		Whendee Young				30/06/2023
	Reid Reserve Playground Development	Community Infrastructure Grant	Department of Infrastructure and Transport	State	Our Community	Development of a new playground and improvement to amenities at Reid Reserve	26/06/2022	\$600,000						\$600,000	Successful	Executed	100%		Whendee Young	2022:06:COU193			30/06/2024
	Tambelin Station Carpark Upgrade	Community Infrastructure Grant	Department of Infrastructure and Transport	State	Our Community	Sealing of the Tambelin Station Carpark	23/06/2022	\$530,000						\$530,000	Successful	Executed	100%		Whendee Young	2022:06:COU193			30/06/2024
	Redbanks Road Roundabout Upgrade	Community Infrastructure Grant	Department of Infrastructure and Transport	State	Our Community	Safety upgrades for pedestrians around roundabout site and pedestrian crossing to be installed on Redbanks Road	23/06/2022	\$760,000						\$380,000	Successful	Executed	100%		Whendee Young	2022:06:COU193			30/06/2024
	Desexing Subsidy Program	Council NDN Cooperative Desexing Program	Dog and Cat Management Board	State	Our Community	Program to subsidise the desexing of pets in Council area		\$4,545						\$4,545	Successful	Executed			Louise Hollowell				
	The Red Room Project	LG Research and Development Scheme	LGA	State	Our Community	The Red Room Project is to support those in our community experiencing homelessness - a pilot project connecting those who are homeless with services, lockers for storing their belongings and developing an effective LG Response to this growing demographic.	28/07/2022	\$232,713					\$35,000	\$267,713	Pending								
								Grant Cash	Grant In-Kind	Other Cash	Other In-Kind	Council Cash	Council In-Kind	Total Project Funds									
							Pending	\$232,713	\$0	\$0	\$0	\$0	\$35,000	\$267,713									
							Successful	\$13,537,194	\$0	\$505,396	\$60,000	\$4,460,784	\$278,385	\$18,056,197									
							Sub-Totals	\$13,769,907	\$0	\$505,396	\$60,000	\$4,460,784	\$313,385	\$18,323,910									
							Acquitted	\$405,562	\$0	\$0	\$0	\$104,313	\$0	\$509,875									
							Unsuccessf	\$0	\$0	\$0	\$0	\$0	\$0	\$0									
							Totals	\$14,175,469	\$0	\$505,396	\$60,000	\$4,565,097	\$313,385	\$18,833,785									



Forecast Grant Opportunities  
July - December 2022

FO ID	Title	Program Name	Estimated Period of Release	Agency	URL	Grant Opportunity	Opening Date if advised	ToG Status
VAR15-202	Visions of Australia Round 15	Visions of Australia	July to December 2022	Department of Infrastructure Transport Regional Development and Communications	<a href="https://www.grants.gov.au/fo/Show?FoUid=9f6f2cc2-c43e-4ced-9bef-55f3d22ee669">https://www.grants.gov.au/fo/Show?FoUid=9f6f2cc2-c43e-4ced-9bef-55f3d22ee669</a>	The objectives of the Visions of Australia Program are to:- increase access for Australian audiences to exhibitions of quality Australian arts and cultural material, with a particular focus on regional and remote Australia; - encourage partnerships between organisations such as museums and galleries, particularly collaboration across the collections sector, to form curatorial partnerships and where appropriate, access to mentoring and skills transfer opportunities	Possible same as previous rounds - 01/10/2022	Ineligible unless in partnership with an arts group
	Open Space Grant Program	Open Space Grant Program	December to January 2022	Department for Planning and Local Govt.	<a href="#">Planning and development fund   PlanSA</a>	The purpose of the Grant Program is to support and enhance the state's liveability and sustainability. The Grant Program supports projects that: facilitate the integrated delivery of quality public open space particularly in areas of growth and renewal; - facilitate the integrated delivery of quality public open space particularly in areas of growth and renewal; - provide a diverse range of high-quality public open spaces that offer a range of active and passive uses; - improve the way our places function, making them more sustainable, more accessible, safer and healthier; - promote urban greening and climate change resilience; - create an interconnected network of high-quality green spaces that join destinations, public transport and growth areas	TBC	Eligible
	National Early Childhood Program for children with disability or developmental concerns (NECP)	National Early Childhood Program for Children with Disability or Developmental Concerns (NECP)	July to December 2022	Department of Social Services	<a href="https://www.grants.gov.au/fo/Show?FoUid=cc8784b6-7cc0-4006-ae84-53d93279e30a">https://www.grants.gov.au/fo/Show?FoUid=cc8784b6-7cc0-4006-ae84-53d93279e30a</a>	The NECP aims to support young children aged 0 to 8 years with disability or developmental concerns and their parents and carers. Funding up to \$6.9 million over 3 years will be available for the 'Support and connection for young children with disability or developmental concerns' grant. This grant will aim to increase children's readiness for educational environments, and provide opportunities for children to socialise with peers and their siblings in a supported environment. Examples of activities expected under the grant include, but are not limited to: supported playgrounds, facilitated group stories and imaginative play times or facilitated group art and music programs.	TBC	Eligible within a consortia - each grant will fund one provider or consortia to deliver activities across Australia.



# **TOWN OF GAWLER MONTHLY FINANCE REPORT 31 JULY 2022 FOR YEAR ENDING 30 JUNE 2023**

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<b>Income Statement by Service Provided</b>	<b>5-11</b>

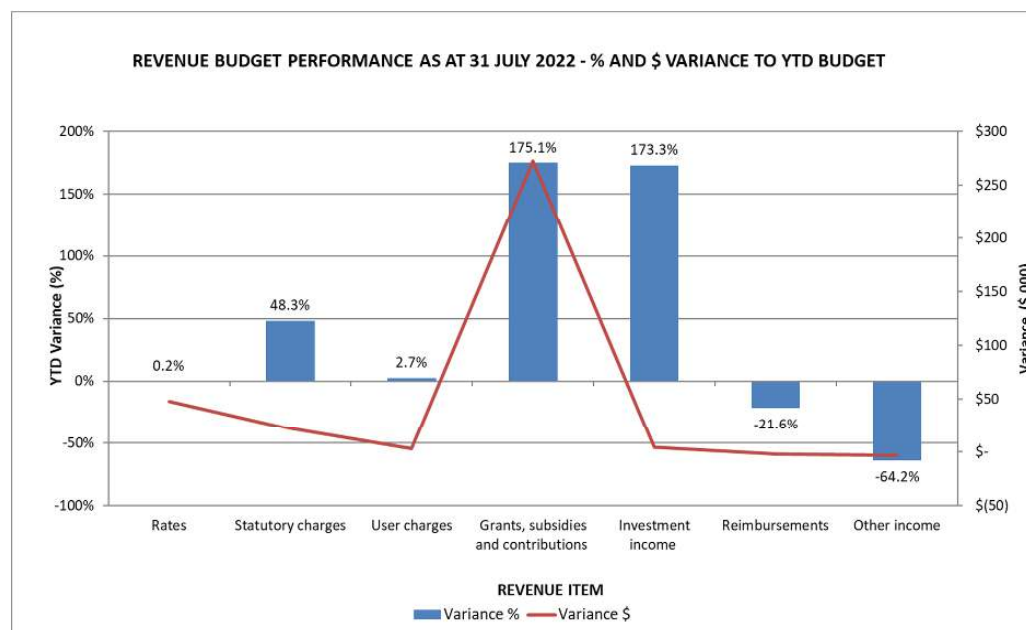
## **Executive Summary**

The following report details the Town of Gawler's year to date (YTD) operating performance. All variances exceeding both \$10,000 *and* 5% have been identified and explanatory notes have been provided. All variances are closely monitored by budget managers and finance staff.

### **(a) Income**

Graph 1 below shows a summary of the YTD actual operating income performance against the YTD budget.

**Graph 1 – YTD Operating Income Performance against YTD Budget**



Overall, the YTD actual operating income of \$27.729M is \$343K higher than the YTD budget of \$27.386M. The variances at the Statement of Comprehensive Income level that are greater than \$10K and 5% are listed below:

**Statutory Charges** – There has been an increase in the amount of Building and Development fees collected (\$13K) compared to YTD forecast. In addition, there has been an increase in the fees collected in relation to property transfers which has resulted in an additional \$4K YTD.

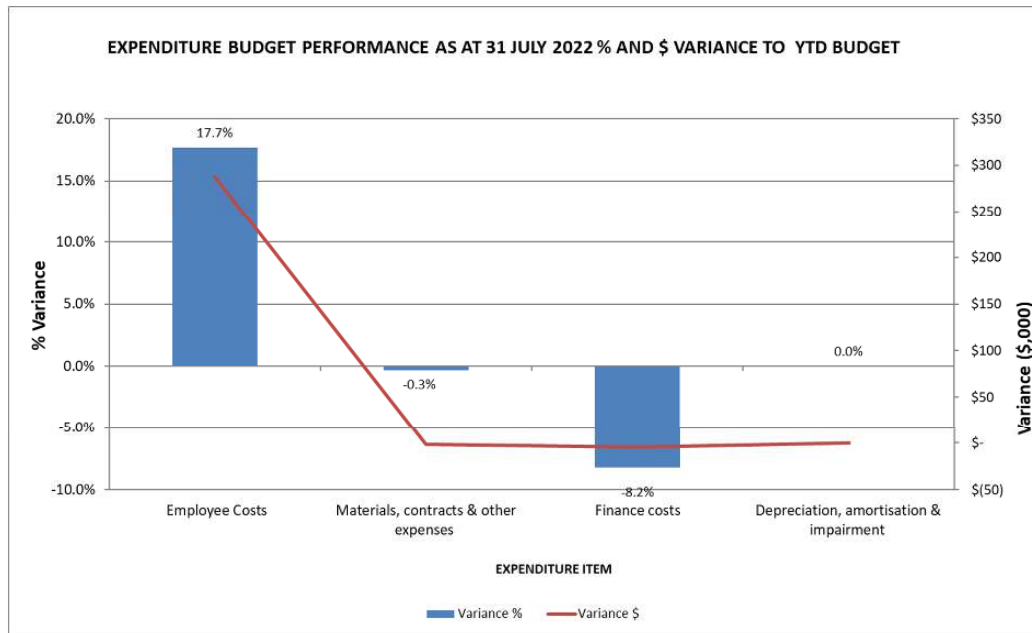
**Grants, Subsidies and Contributions** – Council received grant funding for the project Gawler Getting Greener in 2021/2022 (\$258K). The majority of the works for this project will be completed in 2022/2023, therefore the grant funding was brought forward.

Council also received a \$13K Local Government Early Childhood Community Innovation Grant from the State Government. Both of these amounts are required by the State Government to be expended to the same value and therefore will be a revision to the budget in Budget Review Quarter 1.

## (b) Expenditure

Graph 2 below shows a summary of the YTD actual operating expenditure performance against the YTD budget.

**Graph 2 – YTD Operating Expenditure Performance against YTD Budget**



Overall, the YTD actual operating expenditure of \$1.948M is \$281K lower than the YTD budget of \$2.229M. The variances at the Statement of Comprehensive Income level that are greater than \$10K and 5% are listed below:

**Employee Costs** – There are various vacant positions throughout Council which are being engaged as a matter of priority over the coming months. Currently positions vacant in the Town Services business unit are being filled by Agency Staff which is currently unfavourable by \$29K.

## (c) Overall Analysis

Overall, there is a net **favourable YTD variance of \$624K** at the reporting date as disclosed in the Statement of Comprehensive Income.

Erin McGarry  
**Financial Accountant**



**TOWN OF GAWLER**  
**STATEMENT OF COMPREHENSIVE INCOME**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget		Year To Date			
		Actual	Budget	Variance fav/(unfav)	
\$'000s		\$'000s	\$'000s	\$'000s	%
<b>INCOME</b>					
(27,118)	Rates	(27,102)	(27,055)	48	0.2%
(840)	Statutory charges	(66)	(45)	22	48.3%
(1,784)	User charges	(116)	(113)	3	2.7%
(3,619)	Grants, subsidies and contributions	(428)	(156)	273	175.1%
(27)	Investment income	(6)	(2)	4	173.3%
(216)	Reimbursements	(8)	(10)	(2)	-21.6%
(44)	Other income	(2)	(6)	(4)	-64.2%
-	Net gain - Equity Accounted Council Business	-	-	-	
<b>(33,648)</b>	<b>Total Income</b>	<b>(27,729)</b>	<b>(27,386)</b>	<b>343</b>	<b>1.3%</b>
<b>EXPENDITURE</b>					
13,083	Employee Costs	1,336	1,624	288	17.7%
14,321	Materials, contracts & other expenses	547	546	(2)	-0.3%
511	Finance costs	65	60	(5)	-8.2%
7,112	Depreciation, amortisation & impairment	-	-	-	
47	Net gain - Equity Accounted Council Business	-	-	-	
<b>35,074</b>	<b>Total Expenditure</b>	<b>1,948</b>	<b>2,229</b>	<b>281</b>	<b>-12.6%</b>
<b>1,426</b>	<b>OPERATING (SURPLUS) / DEFICIT</b>	<b>(25,781)</b>	<b>(25,156)</b>	<b>624</b>	<b>2.5%</b>
<b>OTHER COMPREHENSIVE INCOME</b>					
(9)	Asset disposal & fair value adjustments	-	-	-	
(2,827)	Amounts received specifically for new or upgraded assets	(4,075)	(2,017)	2,058	102%
(9,525)	Physical resources received free of charge	-	-	-	
<b>(10,935)</b>	<b>TOTAL COMPREHENSIVE INCOME</b>	<b>(29,856)</b>	<b>(27,173)</b>	<b>2,682</b>	
<b>ADJUSTED OPERATING RESULT with distortion from advance Federal Government grant payments removed - (168) (SURPLUS) / DEFICIT</b>					

**TOWN OF GAWLER**  
**MONTHLY FINANCE REPORT - INCOME/EXPENDITURE BY SERVICE**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget*		Year To Date				Service Description	Variance Comments (if > \$10,000 AND 5%)
		Actual	Adopted Budget**	Variance fav/(unfav)			
\$		\$	\$	\$	%		
	INCOME						
(307,137)	Animal & Pest Control	(6,212)	(880)	<div><div></div></div> 5,332	606%	Dog Registrations, Expiation fees	
(100,000)	Building Control Services	(15,485)	(8,333)	<div><div></div></div> 7,152	86%	Building Assessment Fees	
(170,000)	Cemetery Operations	(13,580)	(14,165)	<div><div></div></div> (585)	-4%	Burial, Lease, Cremation etc. Fees	
(107,100)	Civic Centre Operations	(15,574)	(8,423)	<div><div></div></div> 7,151	85%	Business Innovation Hub, Civic Centre Hire Fees	
(697,900)	Community Home Support Program	(53,770)	(54,468)	<div><div></div></div> (698)	-1%	Grant Funding & Client Contributions	
	Community Services - Management	-	-	<div><div></div></div> -			
(603,096)	Council Buildings	(44,569)	(43,009)	<div><div></div></div> 1,560	4%	Rents and Lease fees.	
(51,000)	Customer Services	(7,504)	(4,250)	<div><div></div></div> 3,254	77%	Property Search Fees	
	- Depot Operations	(23)	-	<div><div></div></div> 23		Vehicle Contribution, Sundry reimbursements	
(5,204)	Economic Development, Marketing & Comm M	-	(434)	<div><div></div></div> (434)	-100%		
(40,000)	Elderly Citizen Facilities	(2,255)	(3,334)	<div><div></div></div> (1,079)	-32%	Hire of Elderly Centre	
(6,120)	Engineering Services	(258,334)	-	<div><div></div></div> 258,334		Vehicle Contributions, Contributions to Various Projects & other Misc. Income	Gawler Getting Green State Government Grant received (timing variation only)
(424,716)	Financial Services	(6,149)	(2,250)	<div><div></div></div> 3,899	173%	Investment income, Financial Assistance Grant	
(410,600)	Gawler Aquatic Centre	-	-	<div><div></div></div> -			
(188,096)	Gawler Business Development Group	(188,039)	(188,096)	<div><div></div></div> (57)	0%	Separate Rate Revenue	
(20,000)	General Administration	(249)	(1,667)	<div><div></div></div> (1,418)	-85%	Various insurance scheme rebates etc.	
(21,814)	Health Control Services	(2,420)	(1,267)	<div><div></div></div> 1,153	91%	Food inspections, audits	
	- Heritage	(30)	-	<div><div></div></div> 30		Donations, Sundry reimbursements	
(36,000)	Human Resources	(2,273)	(500)	<div><div></div></div> 1,773	355%	Traineeship rebates and WHS Special Distribution payment	

**TOWN OF GAWLER**  
**MONTHLY FINANCE REPORT - INCOME/EXPENDITURE BY SERVICE**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget*		Year To Date				Service Description	Variance Comments (if > \$10,000 AND 5%)
		Actual	Adopted Budget**	Variance fav/(unfav)			
\$		\$	\$	\$	%		
(12,510)	Immunisation	(30)	-	30		Grant funding, user contributions	
(6,560)	Inflammable Undergrowth Services	60	-	(60)			
(95,550)	Libraries	(13,692)	(1,712)	11,980	700%	Shared Resources Reimbursement, State Govt Subsidy	Local Government Early Childhood Community Innovation Grant received (\$13K)
(384,196)	Other Environmental & Regulatory Service	(378,037)	(378,016)	21	0%	Regional Landscape Levy	
(157,600)	Parking Control	(16,712)	(13,133)	3,579	27%	Expiation Fees Collected	
(114,600)	Plant Operations	(4,899)	(8,715)	(3,816)	-44%	Fuel Tax Credits Received from ATO	
(850)	Property Management Administration	(71)	(71)	(0)	0%		
(23,866,562)	Rates Administration	(23,840,991)	(23,797,312)	43,679	0%	General Rates/Fines, etc.	
	- Records Management	(23)	-	23		FOI Requests	

**TOWN OF GAWLER**  
**MONTHLY FINANCE REPORT - INCOME/EXPENDITURE BY SERVICE**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget*		Year To Date				Service Description	Variance Comments (if \$10,000 AND 5%)
		Actual	Adopted Budget**	Variance fav/(unfav)			
\$		\$	\$	\$	%		
(1,400,368)	Roads	(100,000)	(100,000)	<div></div>	-	0%	Grant funding
(417,575)	Sports Facilities Indoor	(34,131)	(34,797)	<div></div>	(666)	-2%	Sport & Community Centre
(10,060)	Sports Facilities Outdoor	(425)	-	<div></div>	425		Hire of Princes Park
(3,000)	Street Beautification	-	-	<div></div>	-		Tree removal fees
(1,228,300)	Town Planning Services	(22,382)	(16,666)	<div></div>	5,716	34%	Development Application fees, etc.
(35,280)	Visitors Information Centre	(4,758)	(6,148)	<div></div>	(1,390)	-23%	Souvenirs sales, various commissions
(2,717,140)	Waste Management	(2,695,111)	(2,691,240)	<div></div>	3,871	0%	Waste Management Service Charge revenue
(9,600)	Youth Services	(953)	(7,000)	<div></div>	(6,047)	-86%	Youth Activities
(33,648,534)	Total Income	(27,728,619)	(27,385,886)	342,733	-1%		



**TOWN OF GAWLER**  
**MONTHLY FINANCE REPORT - INCOME/EXPENDITURE BY SERVICE**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget*		Year To Date				Service Description	Variance Comments (if > \$10,000 AND 5%)
		Actual	Adopted Budget**	Variance fav/(unfav)			
\$		\$	\$	\$	%		
	EXPENDITURE						
303,764	Animal & Pest Control	25,855	20,727	<div><div></div></div> (5,128)	-25%		
276,642	Bridges	-	-	<div><div></div></div> -		Depreciation	
262,726	Building Control Services	29,009	30,024	<div><div></div></div> 1,015	3%	Building Assessment	
69,117	Car Parks	1,571	713	<div><div></div></div> (858)	-120%		
86,977	Cemetery Operations	11,930	6,501	<div><div></div></div> (5,429)	-84%		
658,008	CEO Office	55,276	54,754	<div><div></div></div> (522)	-1%		
414,296	Civic Centre Operations	37,766	41,107	<div><div></div></div> 3,342	8%		
325,534	Communication & Marketing	24,579	28,131	<div><div></div></div> 3,552	13%	Council Communications and Marketing to public and Murray St Banners	
668,330	Community Home Support Program	48,920	57,438	<div><div></div></div> 8,518	15%	Home Assist Program	
489,946	Community Services Management	30,920	56,554	<div><div></div></div> 25,634	45%	Administration of Community Services departments	Vacant Position
363,310	Community Support	16,564	19,081	<div><div></div></div> 2,517	13%	Support of various Community events/grants	
1,820,332	Council Buildings	27,921	37,385	<div><div></div></div> 9,464	25%	Building maintenance	
10,961	Crime Prevention	1,168	-	<div><div></div></div> (1,168)		CCTV operating expenses	
298,610	Customer Services	35,292	33,751	<div><div></div></div> (1,541)	-5%	Staff Salaries	
420,129	Depot Operations	29,273	38,004	<div><div></div></div> 8,731	23%		
1,012,588	Development & Regulatory Services Administration	100,951	120,925	<div><div></div></div> 19,974	17%		Vacant Position
919,311	Economic Development, Marketing & Comm M	60,795	79,145	<div><div></div></div> 18,350	23%		Vacant Position - recently filled
12,213	Elderly Citizen Facilities	255	262	<div><div></div></div> 7	3%	Elderly Centre	
552,851	Elected Member Services	35,725	39,011	<div><div></div></div> 3,286	8%	Allowances & expenses	
1,150,611	Engineering Services	111,008	111,060	<div><div></div></div> 52	0%		
270,789	Finance & Corporate Services Management	24,899	33,832	<div><div></div></div> 8,933	26%		
1,201,373	Financial Services	121,127	120,283	<div><div></div></div> (844)	-1%	Accounting services, Audit Committee, Loan interest	
677,541	Footpaths	-	-	<div><div></div></div> -		Depreciation	
828,426	Gawler Aquatic Centre	27,051	32,253	<div><div></div></div> 5,202	16%		
188,096	Gawler Business Development Group	47,024	47,024	<div><div></div></div> -	0%	Gawler Business Development Group contribution	
292,828	General Administration	51,899	59,750	<div><div></div></div> 7,851	13%	General admin, WHS, Agenda/Minutes preparation	
161,802	Governance Services	19,833	19,396	<div><div></div></div> (437)	-2%		
158,141	Health Control Services	21,372	17,516	<div><div></div></div> (3,856)	-22%		
34,844	Heritage	3,756	373	<div><div></div></div> (3,383)	-907%	Heritage collection maintenance, Heritage Walls Grants	

**TOWN OF GAWLER**  
**MONTHLY FINANCE REPORT - INCOME/EXPENDITURE BY SERVICE**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget*		Year To Date				Service Description	Variance Comments (if > \$10,000 AND 5%)
		Actual	Adopted Budget**	Variance fav/(unfav)			
\$		\$	\$	\$	%		
644,448	Human Resources	54,218	54,963	745	1%	HR admin expenses, recruitment costs	
284,335	IES & Depot Management	14,571	33,069	18,498	56%		Vacant Position
59,554	Immunisation	7,605	3,313	(4,292)	-130%	Immunisation services	
38,958	Inflammable Undergrowth Services	3,451	4,034	583	14%		
1,322,238	Information Technology Services	158,332	161,757	3,425	2%		
850,485	Kerb & Gutter	-	-	-		Depreciation Only	
1,046,789	Libraries	120,848	111,541	(9,307)	-8%		
12,000	Litter Control	4,068	167	(3,901)	-2336%	Programmed collection of litter/rubbish from litter bins	
(1,066,188)	Oncosts Recovered	(89,729)	(88,813)	916		Wages overhead costs recovered	
386,026	Other Environmental & Regulatory Service	-	-	-		Regional Landscape Levy payments	
155,795	Parking Control	13,475	14,597	1,122	8%		
2,328,022	Parks & Gardens	117,671	172,745	55,074	32%	Programmed maintenance of parks, gardens & reserves	Timing of agency staff and contractors invoices
(10,649)	Plant Operations	(30,022)	(13,158)	16,864	128%	Includes internal plant hire costs recovered	Plant hire recovered YTD exceeded YTD forecast
336,914	Property Management Administration	36,237	38,733	2,496	6%		
25,352	Public Conveniences	7,658	1,766	(5,892)	-334%	Routine cleaning maintenance of 9 sites	
300,246	Rates Administration	27,711	27,809	98	0%		
256,151	Records Management	19,910	21,217	1,307	6%		




**TOWN OF GAWLER**  
**MONTHLY FINANCE REPORT - INCOME/EXPENDITURE BY SERVICE**  
**FOR THE PERIOD ENDED 31 JULY 2022**  
**FOR THE YEAR ENDING 30 JUNE 2023**

Annual Adopted Budget*		Year To Date				Service Description	Variance Comments (if > \$10,000 AND 5%)
		Actual	Adopted Budget**	Variance fav/(unfav)			
\$		\$	\$	\$	%		
25,000	Recreation Services Administration	-	-		-		Karbeethan Reserve Master Plan and Essex Park & Showgrounds Master Plan
3,809,292	Roads	124,943	128,009		3,066	2%	
45,245	Roundabouts	-	-		-		Depreciation
538,262	Sports Facilities Indoor	41,148	46,528		5,380	12%	Sport & community Centre
513,395	Sports Facilities Outdoor	11,220	18,145		6,925	38%	Programmed ovals maintenance
1,406,762	Stormwater Drainage	3,489	4,515		1,026	23%	Drain cleaning, repairs & maintenance
1,150,829	Street Beautification	95,967	102,345		6,378	6%	Tree replacement / removal and maintenance, Garden beds maintenance
297,000	Street Lighting	-	-		-		
255,000	Street Sweeping	-	-		-		Programmed Cleaning of CBD and Urban Streets
1,016,519	Town Maintenance	54,631	109,976		55,345	50%	Linemarking, Weedspraying and other various services Timing of agency staff and contractors invoices
1,779,299	Town Planning Services	99,866	120,388		20,522	17%	Development assessment, various studies, DAP committee Vacant Positions
3,188	Traffic Management	-	-		-		Street/traffic control signs maintenance
175,323	Visitors Information Centre	12,343	15,799		3,456	22%	
119,471	Volunteer Services	16,114	12,085		(4,029)	-33%	Volunteer Resource Centre, Graffiti removal team
2,744,609	Waste Management	-	-		-		Kerbside waste collection & disposal
294,312	Youth Services	21,276	22,968		1,692	7%	Youth Activities
35,074,078	Total Expenditure	1,948,741	2,229,498		280,757	-13%	
1,425,544	NET OPERATING RESULT	(25,779,878)	(25,156,388)		623,490	-2%	

\*Annual Adopted Budget - This is the Original Budget adopted by Council on 28 June 2022

\*\*YTD Adopted Budget - This represents the expected revenue/expenditure as at the reporting date based on the Annual Adopted Budget.

**Legend**

-  Represents an unfavourable variance of greater than \$10K
-  Represents a variance within \$10K (favourable or unfavourable)
-  Represents a favourable variance greater than \$10K