

COUNCIL AGENDA

Council Meeting

Notice is hereby given pursuant to the provisions of the Local Government Act, 1999, that the next Meeting of Unley City Council will be held in the Council Chambers, 181 Unley Road Unley on

Monday 09 December 2019 7.00pm

for the purpose of considering the items included on the Agenda.

Chief Executive Officer

OUR VISION 2033

Our City is recognised for its vibrant community spirit, quality lifestyle choices, diversity, business strength and innovative leadership.

COUNCIL IS COMMITTED TO

- Ethical, open honest behaviours
- Efficient and effective practices
- Building partnerships
- Fostering an empowered, productive culture – “A Culture of Delivery”
- Encouraging innovation – “A Willingness to Experiment and Learn”

ACKNOWLEDGEMENT

We would like to acknowledge this land that we meet on today is the traditional lands for the Kaurna people and that we respect their spiritual relationship with their country.

We also acknowledge the Kaurna people as the traditional custodians of the Adelaide region and that their cultural and heritage beliefs are still as important to the living Kaurna people today.

PRAYER AND SERVICE ACKNOWLEDGEMENT

We pray for wisdom to provide good governance for the City of Unley in the service of our community.

Members will stand in silence in memory of those who have made the Supreme Sacrifice in the service of their country, at sea, on land and in the air.

Lest We Forget.

WELCOME

ORDER OF BUSINESS

ITEM

PAGE NO

1. ADMINISTRATIVE MATTERS

1.1 APOLOGIES

Councillor E. Wright

1.2 LEAVE OF ABSENCE

Nil

1.3 CONFLICT OF INTEREST

Members to advise if they have any material, actual or perceived conflict of interest in any Items in this Agenda and a Conflict of Interest Disclosure Form (attached) is to be submitted.

1.4 MINUTES

1.4.1 Minutes of the Ordinary Council Meeting held Monday,
25 November 2019

1.5 DEFERRED / ADJOURNED ITEMS

Nil

2. PETITIONS/DEPUTATIONS

Nil

3. REPORTS OF COMMITTEES

Nil

4. REPORTS OF OFFICERS

4.1	Foundry Street Petition - Street Tree Pruning, Removal and replacement on Foundry Street, Goodwood	7
4.2	AFLW Game and Associated Event Activation - Unley Oval and Village Green	15
4.3	Mike Turtur Bikeway	22
4.4	Brown Hill Keswick Creek Board - Wilberforce Walk Upgrade	63
4.5	Finance Performance Report for the Period Ending 30 September 2019	81
4.6	First Quarter Budget Report 2019-2020	92
4.7	Review of Policies	109
4.8	Quarterly Performance Report	132
4.9	Collaboration - City of Trikala	172
4.10	s270 Review of Chief Executive Officer's Decision	179
4.11	Council Action Records	273

5. MOTIONS AND QUESTIONS

5.1 MOTIONS OF WHICH NOTICE HAS BEEN GIVEN

5.1.1	Notice of Motion from Councillor J. Russo Re: Review of Graffiti Management Program	277
5.1.2	Notice of Motion from Councillor P. Hughes Re. Council Website Space Dedicated to Climate Change Documents and Reporting	279

5.2 MOTIONS WITHOUT NOTICE

Mayor to ask the Members if there are any motions without notice

5.3 QUESTIONS OF WHICH NOTICE HAS BEEN GIVEN

Nil

5.4 QUESTIONS WITHOUT NOTICE

Mayor to ask the Members if there are any questions without notice

6. MEMBER'S COMMUNICATION

6.1 MAYOR'S REPORT

6.1.1 Mayor's Report for Month of December 280

6.2 DEPUTY MAYOR'S REPORT

6.2.1 Deputy Mayor's Report for Month of December 282

6.3 ELECTED MEMBERS' REPORTS

6.3.1 Reports of Members for Month of December 283

6.4 CORRESPONDENCE

Nil

7. CONFIDENTIAL ITEMS

7.1 Confidentiality Motion for Item 7.2 - s184 Sale of Three (3) Properties for Non-payment of Rates 290

7.2 s184 Sale of Three (3) Properties for Non-payment of Rates 291

SUGGESTED ITEMS FOR NEXT AGENDA

Edmund Avenue Cottages	
Sesquicentenary Celebrations to acknowledge formation of the Corporate Town of Unley	
2020 LGA Ordinary General Meeting - Proposed Items of Business	
Review of Policies	
Unley Oval Upgrade - Stage 2	

NEXT MEETING

Tuesday 28 January 2020 - 7.00pm

Council Chambers, 181 Unley Road Unley

DECISION REPORT

REPORT TITLE:	FOUNDRY STREET PETITION - STREET TREE PRUNING, REMOVAL AND REPLACEMENT ON FOUNDRY STREET, GOODWOOD
ITEM NUMBER:	4.1
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	AARON WOOD
JOB TITLE:	MANAGER STRATEGIC ASSETS
ATTACHMENTS:	NIL

1. **EXECUTIVE SUMMARY**

The residents of Foundry Street, Goodwood submitted a petition to Council on 22 July 2019 requesting Council improve the amenity of the street by:

- removing and replacing the existing street trees on the western side of the street;
- pruning the trees on the eastern side of the street to reduce the amount of leaf and bark litter; and
- undertaking improvements to infrastructure to make the footpaths more useable, and kerb/stormwater improvements to reduce identified drainage problems.

Council resolved the following upon receipt of the petition.

That:

1. *The petition be received.*
2. *The principal petitioner be notified of Council's intention to investigate, from a strategic assets' perspective, to gauge opportunity to align possible vegetation enhancements with civil infrastructure requirements, and prioritise these needs against others within the city, with findings to be reported back to Council.*

Council staff have inspected the street trees and infrastructure within the street in response to the petition received.

It is acknowledged by Council staff that a lack of canopy cover exists on the western side of the street. Various options have been proposed as to how Council may wish to proceed which are discussed in this report.

The trees on the eastern side of the street have been pruned as requested to reduce the amount of leaf and bark litter.

The major infrastructure upgrades for kerbing and footpaths are to occur in 18 months to 24 months during the 2021/21 Financial Year.

2. RECOMMENDATION

That:

1. The report be received
2. Council remove three (3) existing trees adjacent Number 4 and Number 8 Foundry Street, Goodwood and replace with four (4) new trees; two (2) in front of each property.
3. Council plant new trees in vacant locations on the western side of Foundry Street, Goodwood; one (1) additional tree adjacent Number 6 and two (2) new trees adjacent Number 18.
4. Consultation occur with residents of Foundry Street, Goodwood with regard to the species of trees to be planted.
5. Council does not remove any of the existing Queensland Box trees on the eastern side of Foundry Street, Goodwood.
6. The petitioners be advised of Council's decision.

3. RELEVANT CORE STRATEGIES/POLICIES

2. Environmental Stewardship

2.1 Unley's urban forest is maintained and improved.

3.1 This report relates specifically to the Tree Policy and Tree Strategy whereby residents wish to increase canopy cover and improve amenity within Foundry Street.

4. BACKGROUND

In June 2019, residents from Foundry Street approached Council staff to discuss the opportunity to remove and replace existing street trees in the street to improve amenity and increase shade.

A street meeting was held on the morning of 18 June 2019 with numerous residents in attendance, as well as Councillor Sheehan and Council staff, to discuss various issues within the street relating to street trees, footpaths and drainage.

The street meeting initially discussed the removal of all street trees, however it was quickly agreed that the existing Queensland Box trees on the eastern side of the street, although causing some concerns, are quite mature and provide important amenity and significant canopy cover. As such, it was agreed at the site meeting to undertake pruning of these trees to reduce the quantity of leaf and bark litter rather than remove the trees.

The pruning works subsequently undertaken have visibly reduced the quantity of leaf litter in the street.

At the site meeting, it was also discussed that Council staff do not have delegation in this instance to remove trees which are deemed healthy, and the residents would be required to submit a petition for consideration by Council. Subsequently, this petition was presented to Council at its meeting held on 22 July 2019.

Following consideration of the petition, Council resolved that:

1. *The petition be received.*
2. *The principal petitioner be notified of Council's intention to investigate, from a strategic assets' perspective, to gauge opportunity to align possible vegetation enhancements with civil infrastructure requirements, and prioritise these needs against others within the city, with findings to be reported back to Council.*

A number of infrastructure issues relating to the undulating footpath and kerb on the eastern side were also discussed for remediation.

5. DISCUSSION

Council staff have given due consideration to the health of the existing trees and the opportunities to increase canopy cover, improve the amenity of the street and have also undertaken a review of the condition of the existing infrastructure with consideration of future works programmes.

It should firstly be pointed out that the majority of the existing Bottle Brush trees in Foundry Street are considered healthy and do not warrant removal when considered against Council's existing tree management policy and procedures.

Council staff have identified and will remove one (1) dead tree adjacent the Albert Street corner property on the western side of Foundry Street at the southern end. This tree will not be replaced as it is directly adjacent a building and it is acknowledged that there is sufficient canopy cover at this location.

There are three (3) existing Bottle Brush trees which could be considered for removal due to poor form and less than ideal health. These trees are located adjacent Number 4 and Number 8 Foundry Street.

When viewing Photo 1, it can clearly be seen that there is minimal canopy cover to the left of the photo (western side of street), with the majority being small Bottle Brush trees. The existing Queensland Box trees on the eastern side of the street provide adequate shade and are all healthy.

There are two (2) larger Queensland Box trees located adjacent Number 20-22 Foundry Street on the western side which are also in good health.

In total there are ten (10) existing trees on the western side of Foundry Street; eight (8) Bottle Brush and two (2) Queensland Box.

All existing trees (with the exception of the dead tree) have a useful life expectancy well in excess of ten (10) years.

As agreed with residents during the site meeting and subsequent correspondence, no existing Queensland Box trees will be removed from the eastern side of Foundry Street.

The powerlines on the western side of the street will impact upon the size of the tree species selected if any new trees are proposed to be planted. Therefore, Bottle Brush sized trees are appropriate for the location and grow well under powerlines.

There are opportunities to plant approximately five (5) new trees on the western side of the street without the removal of the existing trees. It should be noted, however, that further consultation will be required with adjacent residents should this be considered.



Photo 1: Foundry Street facing North

Tree canopy cover increase on the western side of the street is supported by Council staff, of which there are several options regarding how this could be achieved.

The options considered in this report only relate to the street trees, as all civil work will be undertaken as part of capital renewal or maintenance works programmes. These works have been considered and prioritised against other projects as part of Council's asset management strategies on the merit of what needs to be done. They have not been brought forward in response to this petition.

The footpaths on both sides of the street will require maintenance by way of a lift and relay and these works will make the paths more usable. These works are programmed to occur in 18 to 24 months during the 2021/22 Financial Year. The extent of works will be determined during budget preparations in January/February 2021. However, identified trip hazards will be removed this financial year as part of Council's footpath maintenance programme.

The kerbing on both sides of the street is due for reconstruction in the 2021/22 Financial Year. The extent of works will be determined during budget preparations in January/February 2021.

With regard to the drainage issues that result in the blockage of stormwater pipes at the end of the street, initial stormwater modelling has been undertaken but further consideration is required to be undertaken to ascertain whether an upgrade of pipes is required. Consultants will be engaged to undertake this work in the 2020/21 Financial Year.

6. ANALYSIS OF OPTIONS

Option 1 –

That:

1. The report be received.
2. Council remove three (3) existing trees at Numbers 4 and 8 Foundry Street, Goodwood and replace with four (4) new trees, (two trees in front of each property).
3. Council plant three (3) new trees in vacant locations on the western side of Foundry Street, Goodwood; one (1) new tree in front of Number 6 and two (2) new trees in front of Number 18 following consultation with the adjacent land owners.
4. Council will consult with residents of Foundry Street, Goodwood with regard to the species of trees to be planted.
5. Council does not remove any Queensland Box trees on the eastern side of Foundry Street, Goodwood.
6. The petitioners be advised of Council's decision.

This option increases the total number of trees on the western side of the street from 10 to 13 in the short term, whilst retaining as many of the existing trees as possible and is more in line with the objectives of Council's Tree Strategy.

The recommended option is to remove three (3) existing trees which provide minimal amenity value and canopy cover within the street which are to be replaced with four (4) trees. There is also the opportunity to plant up to three (3) new trees in vacant locations that have been identified. This option would increase the number trees in the street and result in a diversity of species as well as provide an increase in canopy cover.

This option would not provide a consistent tree line of the same species on the western side of the street and subjectively may not provide the same amenity value as that of option 2. However, Council would not be removing existing trees which are considered healthy and provide some benefit.

The existing canopy cover will somewhat be retained in the short term whilst the new trees grow. This provides for the opportunity to remove the remaining pre-existing trees and infill with the new species over time. This option enables the same outcome of that as option 2 but will be realised over a much longer time period.

Option 2 –

That:

1. The report be received.
2. Council removes all existing trees (10 trees) on the western side of Foundry Street, Goodwood as per the petition submitted.
3. Council will replace with 15 new trees on the western side of Foundry Street.
4. Consultation with residents of Foundry Street, Goodwood with regard to the species of trees to be planted.
5. Council does not remove any Queensland Box trees on the eastern side of Foundry Street, Goodwood.
6. The petitioners be advised of Council's decision.

Option 2 will require the removal of all the existing trees on the western side of the street and replacement with one single species.

The majority of the existing Bottle Brush trees are healthy and are suited to the locality, with the amenity value being subjective.

Any existing canopy cover on the western side of the street will be completely removed in the short term if the existing trees are removed but will be increased and will be more consistent in the long term with new plantings that will provide the shade and amenity the residents desire.

The amenity of the street will be greatly enhanced in the medium to long term. This option increases the total number of trees on the western side of the street from 10 to 15.

Option 3 –

That:

1. The report be received.
2. Council does not remove any of the existing trees and plants five (5) new trees where opportunities exist on the western side of Foundry Street, Goodwood (following consultation with the adjacent land owners).
3. The petitioners be advised of Council's decision.

This option retains all existing trees on the basis that they are healthy and appropriate to the location, with no justification for removal in line with Council's Tree Strategy.

Five (5) new trees to be planted where opportunities exist, subject to consultation with adjacent residents. This option increases the total number of trees on the western side from 10 to 14.

7. RECOMMENDED OPTION

Option 1 is the recommended option.

8. POLICY IMPLICATIONS

The recommended option is a balanced approach of the Tree Strategy and the petition submitted by the residents.

8.1 Financial/Budget

- There are minimal cost differences between each option with the works being able to be completed by staff and within current tree maintenance budgets.

Option 1 – Approx. cost \$1650 (excluding GST)

Option 2 – Approx. cost \$3200 (excluding GST)

Option 3 – Approx. cost \$1200 (excluding GST)

8.2 Legislative/Risk Management

- There are no legislative obligations with regard to this report.
- The trees that are the subject of this report do not currently expose Council to risk due to poor condition or health.
- Failure to undertake the necessary infrastructure upgrade works will expose Council to additional risk. The works are being undertaken as part of planned programmes and therefore the risks are minimised.

8.3 Staffing/Work Plans

- All works proposed will be able to be completed by internal staff with current resources.

8.4 Environmental/Social/Economic

- The likely outcome will be an increase in tree plantings in the street which will greatly increase canopy cover and environmental benefit to the local area.
- There will be a decrease in canopy cover in the short term but will be enhanced in the long term compared to the current situation.

8.5 Stakeholder Engagement

- Council staff engaged with residents from Foundry Street via a street meeting prior to the submission of the petition, to understand the proposal and concerns raised.
- During the investigation and review of the petition, further discussion with the principal petitioner occurred on site.
- In this instance, the community engagement to date would be considered high as we have a full understanding of what the residents of Foundry Street are requesting.

9. REPORT CONSULTATION

This report has been written in consultation with staff from within the City Development Department, specifically Operational Services, Strategic Assets and Environmental Strategy staff.

10. REPORT AUTHORISERS

Name	Title
Claude Malak	General Manager City Development

DECISION REPORT

REPORT TITLE: AFLW GAME AND ASSOCIATED EVENT
ACTIVATION - UNLEY OVAL AND VILLAGE
GREEN

ITEM NUMBER: 4.2

DATE OF MEETING: 09 DECEMBER 2019

AUTHOR: CARLY HEMUS

JOB TITLE: EVENTS MANAGEMENT SPECIALIST

ATTACHMENTS: NIL

1. **EXECUTIVE SUMMARY**

The Australian Football League Women's Competition (AFLW) schedule of games for 2020 was recently released and a match has been programmed at the Unley Oval for the afternoon of Sunday 29 March 2020, commencing at 12.40pm.

As per 2019, this event will be free of charge and approximately 8,000 spectators are expected to attend.

This initiative brings a range of benefits to the community including a free elite level sporting event for families to enjoy, positive promotion of women's sport and flow on effects to local businesses from increased visitation to the City of Unley.

The purpose of this report is to seek Council's endorsement of costs associated with staging the AFLW match and to consider the staging of an associated event activation on the Village Green.

In summary, whilst the Administration supports staging an AFLW match, it does not recommend staging an associated event in this instance.

2. **RECOMMENDATION**

That:

1. The report be received.
2. Council endorses funding of \$8,500 for community notification, ground maintenance and preparation for the 2020 AFLW Match.
3. No further consideration be given to staging an associated event for the 2020 AFLW Match.

4. Council write to the AFL to seek information about future intentions for AFLW matches at the Unley Oval and affirm the need for earlier notification and confirmation in order to enable the required planning/budget for a potential match in 2021.
-

3. RELEVANT CORE STRATEGIES/POLICIES

1. Community Living
- 1.2 Our Community participates in community activities, learning opportunities and volunteering.

4. BACKGROUND

In March 2019, the first AFLW match was hosted at Unley Oval with approximately 8,000 spectators in attendance. The event was deemed a great success with positive feedback from participants, spectators and local residents.

The AFL has again approached the City of Unley and Sturt Football Club with a request to host another AFLW match on Sunday 29 March 2020.

Additionally, at the meeting of 25th November 2019, Council resolved to investigate the feasibility of hosting an additional event associated with the AFLW match to further activate the City and provide an opportunity for local businesses to be involved.

5. DISCUSSION

AFLW Match

While the match will occur during the cricket season, the Administration has negotiated with the Sturt District Cricket Club to allow this event to occur within their lease period and they have given their full support.

A team of Council staff will work collaboratively with the AFL and Sturt Football Club to ensure the event's success as follows:

- Manage the closure of Unley Oval for up to two weeks prior to the match, including management of resident enquiries. This facilitates the required maintenance of the Oval for the match; with the exact timeframe of the Oval closure to be determined following ground inspections by the AFL.
- Prepare the ground according to standards required by the AFL.
- Delivery of resident letters to surrounding properties and installation of signage around Unley Oval providing advance notice of the Oval's closure.
- Preparation of a traffic management plan.

Sturt Football Club's involvement will be as follows:

- Implementation of the traffic management plan as per the 2019 event.
- Act as host of the game and undertake all liaison with the AFL.

The estimated cost to Council for the resident and community notification and development of a traffic management plan is \$2,500. There will also be additional costs over and above the regular planned maintenance to prepare the Unley Oval to the standards required by the AFL and it is estimated that these costs will be approximately \$6,000. Planned maintenance will be brought forward to reduce these costs wherever possible.

Therefore the estimated total cost to Council to facilitate the AFLW match is \$8,500, which is currently unbudgeted and would need to be considered at Council's next quarterly budget review.

Following the successful delivery of this initiative, Council staff intend to write to the AFL seeking discussions about future intentions for AFLW matches at the Unley Oval and to affirm the need for earlier notification and confirmation in order to enable the required planning/budget for a potential match in 2021. Having advance notice of any proposed match will allow Council to build this event into its annual events calendar, rather than attempt to make adjustments at short notice.

Village Green Associated Event Activation

At the meeting of 25 November, Council endorsed the following motion:

"Council staff be authorised to investigate options and costs for a Village Green activation during the AFLW game on Sunday 29 March 2020, to present back to Council for consideration and approval of funding."

As part of these investigations, the Sturt Football Club has advised that they would not support an event providing food and beverage, as they rely on sales from food and beverage at the match as an income stream. Instead, the Club expressed a preference for more of a market-style event as an alternative.

In considering this proposal, there is an *Ignite Unley* outdoor cinema event that has been confirmed for the Village Green on Friday 20 March (the week prior to the AFLW match) and plans are being finalised for a two-day market event alongside this *Ignite Unley* outdoor cinema event. Local Unley businesses will be invited to participate in this event and will be given priority.

If Council had been notified by the AFL that it intended to stage an AFLW match at Unley Oval, then this event (including any associated initiatives) could have been built into our summer events program.

In addition to this, the Sturt Football Club has received a \$4,200 sponsorship package via the Community Event Sponsorship Program for their *CultureFest* event at Unley Oval, to be held in April or May 2020 during a scheduled Sturt home game featuring market stalls, food trucks and entertainment.

Taking into consideration the demographic expected to attend this event (families with young children), an alternative to both a food-based or market style event is a 'Kid's Zone' activation at the Village Green staged prior to the match. This could incorporate entertainment, face painting, football related "come and try" activities, meet and greet past and current players and opportunities to win AFLW merchandise.

This event would be promoted for fans to attend on their way to the game to value-add to their experience. Local community sports clubs with women's teams would be invited to attend to promote opportunities to participate in grassroots female sports teams.

The following table outlines the indicative cost breakdown of this type of 'Kid's Zone' event (based on initial investigations) for Council's consideration:

Event Management company*	\$5,000	To manage all planning and onsite event delivery
Marketing	\$2,500	Signage, flyer handed out prior and at match, social media
Children's Activities	\$2,000	Face painting, come and try, roving performers, braid bar, talent fees
Marquees and infrastructure	\$1,000	Marquees, tables & chairs
Event cleaner	\$400	
Bins	\$250	
Generators & power connections	\$1,550	
Theming	\$750	
Live music	\$600	Acoustic entertainment
First Aid	\$350	
Security	\$600	
	\$15,000	

* It should be noted, due to existing workloads in relation to event management, additional resourcing is required to manage this event.

If approved, the 'Kid's Zone' would be promoted through Council's social media channels via flyers distributed to local residents and at the Oval on match day, encouraging patrons to walk to the Village Green to enjoy the offering.

Council would install promotional signage locally and work with the AFLW to promote through their channels if possible.

Parking for patrons will be available in local side streets and the successful 2019 traffic management plan for the match will be installed to ensure flow of traffic on site.

The Administration supports the staging of the AFLW match at Unley Oval due to the demonstrated community benefits that it delivers. However, due to the two similar style events already funded and scheduled for the Village Green and Unley Oval precincts in close proximity to the AFLW game, and the anticipated low community benefit, the Administration does not recommend that an associated event be pursued in this instance.

6. ANALYSIS OF OPTIONS

Option 1

1. The report be received.
2. Council endorses funding of \$8,500 for community notification, ground maintenance and preparation for the 2020 AFLW Match.
3. No further consideration be given to staging an associated event for the 2020 AFLW Match.
4. Council write to the AFL to seek information about future intentions for AFLW matches at the Unley Oval, and affirm the need for earlier notification and confirmation in order to enable the required planning/budget for a potential match in 2021.

This option brings a range of benefits to the community including a free elite level sporting event for families, positive promotion of women's sport and flow on effects to local businesses from increased visitation to the City of Unley with minimum impact to the Council budget.

The associated costs with the AFLW match are anticipated to be \$8,500 which is currently unbudgeted and will need to be identified as part of Council's next budget review.

However, due to budget and resourcing constraints, along with a perceived minimal community return on investment, it is not recommended that Council consider an additional associated event at this time.

Option 2 –

1. The report be received.
2. Council endorses funding of \$8,500 for community notification, ground maintenance and preparation for the 2020 AFLW Match.

3. Council endorses funding of \$15,000 to stage a “Kid’s Zone” activation on the Village Green.
4. Council write to the AFL to seek information about future intentions for AFLW matches at the Unley Oval, and affirm the need for earlier notification and confirmation in order to enable the required planning/budget for a potential match in 2021.

This option will bring increased activation and opportunity for people to enjoy the AFLW game at Unley Oval.

Under this option, additional funding for both the AFLW preparation and of the associated event will need to be sourced as part of Council’s next budget review.

Option 3

1. The report be received.
2. Council does not endorse funding of \$8,500 for community notification, ground maintenance and preparation for the 2020 AFLW Match.
3. Council does not endorse funding of \$15,000 to stage a Kid’s Zone activation on the Village Green.
4. Council write to the AFL to seek information about future intentions for AFLW matches at the Unley Oval, and affirm the need for earlier notification and confirmation in order to enable the required planning/budget for a potential match in 2021.

This option would result in further discussions with the event partners being the AFL and Sturt Football Club to determine how the match costs of \$8,500 would be funded. These discussions would occur after the match day as the event itself cannot be compromised.

There would be no impact on the Council budget.

7. RECOMMENDED OPTION

Option 1 is the recommended option.

The Administration supports the staging of the AFLW match at Unley Oval due to the demonstrated community benefits that it delivers.

However, the Administration does not recommend that an associated event need to be pursued on this occasion.

8. **POLICY IMPLICATIONS**

8.1 **Financial/Budget**

- The cost required to implement Option 1 will be \$8,500 which will be reported at the next quarterly budget review.

8.2 **Legislative/Risk Management**

- A risk assessment will be undertaken for any associated event activation staged.

8.3 **Staffing/Work Plans**

- The traffic management and Oval maintenance component of the AFLW Match can be accommodated within existing resources.
- If the associated event is to proceed, there is no capacity within existing resources due to this activity falling within our peak event season. Indicative costings have been provided within this report in relation to outsourcing of event management components.

8.4 **Environmental/Social/Economic**

- The recommendation will contribute to the community enjoyment of an elite level sporting event with flow on effects of increased visitation to the City of Unley.

8.5 **Stakeholder Engagement**

- Members were briefed about the proposed AFLW game in October 2019.
- Resident notification letters will be distributed as part of the traffic management plan for the AFLW match and a marketing and communications plan will be implemented to promote the associated event activation.

9. **REPORT CONSULTATION**

Name	Title
Tami Norman	Executive Manager Office of the CEO
Alan Johns	Coordinator of Property and Facilities
Steve Shepherdson	Team Leader, Open Space, Sports and Recreation
Kieran Weir	Media and Communications Officer

10. **REPORT AUTHORISERS**

Name	Title
Megan Berghuis	General Manager City Services
Mandy Smith	Manager Community Development & Wellbeing

DECISION REPORT

REPORT TITLE:	MIKE TURTUR BIKEWAY
ITEM NUMBER:	4.3
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	BEN WILLSMORE
JOB TITLE:	MANAGER CITY DESIGN
ATTACHMENTS:	<ol style="list-style-type: none">1. ATTACHMENT 1: SHARED PATH MAPPING2. ATTACHMENT 2: DRAFT DPTI HEAD AGREEMENT3. ATTACHMENT 3: DPTI CONCEPT DESIGN

1. **EXECUTIVE SUMMARY**

Sections of the Mike Turtur Bikeway and the Marino Rocks Greenway are located on land adjacent to rail corridors that are under the care, control and management of DPTI on behalf of the Minister for Transport, Infrastructure and Local Government. Historically, there has been a lack of clarity and inconsistencies regarding the roles and responsibilities of Council and DPTI with respect to the maintenance of these shared path sections.

In addition, the Administration has been liaising with representatives of the Department of Planning Transport and Infrastructure (DPTI) regarding improvements to upgrade the section of the Mike Turtur Bikeway between Railway Terrace/Musgrave Street and King William Road. The discussions have centred around the need for this section of the Bikeway to be substantially upgraded in width; and clarity with respect to the responsibility for its ongoing maintenance and long-term asset renewal.

DPTI has proposed to partner with Council to upgrade the Bikeway and has developed a concept design. DPTI is seeking Council's endorsement of the concept design so that community consultation can be undertaken prior to February 2020, with construction anticipated to be completed prior to June 2020.

DPTI will meet the cost of the civil works but has requested Council's contribution to cover the removal of existing trees and vegetation, greening the new Bikeway, and improving lighting. It is recommended that Council fund its contribution towards the project over two years with removal of existing trees and vegetation and new lighting funded from current 2019/20 budget and the new greening component in 2020/21 subject to Council budget approval.

With respect to the ongoing maintenance of the new Bikeway and its long-term asset renewal, it is proposed that this be Council's responsibility. DPTI is proposing to formalise this arrangement by entering into a Head Agreement with Council that would encompass the Mike Turtur Bikeway and a number of other shared path sections located adjacent to rail corridors on DPTI-owned land within the City of Unley.

The purpose of this report is to seek Council's endorsement to enter into a Head Agreement with DPTI regarding all shared path sections adjacent rail corridors located on its land within the City of Unley. In addition, Council support is also sought to partner with DPTI regarding its proposed Mike Turtur Bikeway upgrade, to advance to community consultation.

2. RECOMMENDATION

That:

1. The report be received.
2. That Council endorse, in principle, entering into a Head Agreement between the Minister for Transport, Infrastructure and Local Government and the City of Unley regarding the shared-use pathways as set out in this report and that the Chief Executive Officer be authorised to make amendments to the attached Draft Head Agreement, as required, to enable the signing and sealing of a final document.
3. That Council endorse, in principle, the Mike Turtur Bikeway Concept Design that has been developed by the Department of Planning, Transport and Infrastructure, for the purpose of undertaking community consultation.
4. That Council endorse, in principle, funding the removal of existing vegetation, new tree planting and new path lighting along the Mike Turtur Bikeway, as part of the proposed upgrade to be undertaken by the Department of Planning, Transport and Infrastructure.
5. That a further report be presented to Council in early 2020 outlining the results of the community consultation process to be undertaken regarding the Mike Turtur Bikeway Concept and the detail design and financial implications for Council regarding the greening aspect of the project.

3. RELEVANT CORE STRATEGIES/POLICIES

1. Community Living
- 1.5 Our City is connected and accessible.

4. **BACKGROUND**

Bikeways Head Agreement

Sections of the Mike Turtur Bikeway and the Marino Rocks Greenway are located on land adjacent to rail corridors that are under the care, control and management of DPTI on behalf of the Minister for Transport, Infrastructure and Local Government. Historically, there has been a lack of clarity and inconsistencies regarding the roles and responsibilities of Council and DPTI with respect to the maintenance of these shared path sections.

In addition, an 850m section of the Mike Turtur Bikeway between Railway Terrace and King William Road needs to be reconstructed and substantially upgraded to improve width, and provide a safer facility for all users, given the high use of the Bikeway.

DPTI has agreed to reconstruct the Bikeway and handover the ongoing maintenance and its long-term asset renewal, as required, to Council. DPTI proposes to formalise the arrangement through a legal agreement.

In addition to the identified extents of the Mike Turtur Bikeway, there are numerous other shared path sections which are located within the City of Unley which have been constructed adjacent to rail corridors on DPTI land. There are various informal arrangements between Council and DPTI regarding these shared path sections and again, historically, there has been inconsistency with the management of these assets.

The Head Agreement Schedule 1: Head Agreement Details will outline the detail of the shared path sections subject to the agreement. These path sections form part of the Greenways Route and/or Mike Turtur Bikeway.

Greenways Route

1) *Anzac Highway to Rose Terrace, Wayville (80m section)*

Completed 2015. Constructed as part of the Wayville Adelaide Showgrounds Station project by DPTI. Shared use path along the eastern side of the rail corridor, continuing to the new underpass under Greenhill Road.

2) *Rose Terrace to Leader Street, Wayville (600m section)*

Construction in 2008 by the City of Unley. Shared use path on the eastern side of the rail corridor and between the Showgrounds boundary. In 2015 the shared use path was extended to Leader Street by DPTI.

- 3) *Canterbury Terrace/Addison Road to Emerson Road, Black Forest (850m section)*

Constructed in 2013 by DPTI as part of the Greenways and Cycle Paths project, and handover to Council. Shared use path on northern side of rail corridor.

- 4) *Victoria Street to Cranbrook Avenue, Goodwood (120m section)*

Completed in 2014 and constructed by DPTI as part of the Goodwood Junction Project. Note: Pedestrian pathway only on eastern side of rail corridor.

- 5) *Lyons Parade, Forestville - Victoria Street to Chelmsford Avenue/Cromer Parade (150m section)*

Completed in 2014 and constructed by DPTI as part of the Goodwood Junction Project. 3.0m wide shared use path with lighting adjacent western side of rail corridor.

- 6(a) *Adjacent Goodwood Railway Station (15m section)*

Completed in 2012 by the City of Unley, shared use winding path section widened and sealed, and lighting installed between Unley Swimming Centre and rail corridor to Nichols Street/Nairne Terrace.

Mike Turtur Bikeway

- 6(b) *Forestville Reserve (90m section adjacent tram corridor)*

Completed in 2015 by the City of Unley in co-ordination with the Goodwood Junction Project commencing 2012/13. Shared use path upgrade from car park at Ethel Street to meet Greenways Route adjacent rail corridor.

- 7) *Norman Terrace (700m section)*

Completed in 2010 by the City of Unley to provide connection between the South Road tram overpass and to Leah Street along northern side of tram corridor.

- 8) *Musgrave Street, Goodwood to King William Road/Greenhill Road, Unley (1100m section)*

The following works were undertaken by the City of Unley:

- 2015 - Bike box storage with green surfacing at signals added to King William Road approach at Greenhill Road
- 2010 - King William Road to Greenhill Road shared use path upgrade and on road bicycle lane transition and green surfacing
- 2010 – Musgrave Street to King William Road construction of a shared path and installation of lighting along the Mike Turtur Bikeway

Attachment 1

A Head Agreement has been developed by DPTI to formalise the arrangements with Council regarding all the shared path sections located within the City of Unley adjacent to rail corridors. The Head Agreement between Council and the Minister will serve as the overarching document with details pertaining to each shared path section included as appendices to the Head Agreement.

A copy of the DRAFT Head Agreement is included as Attachment 2.

Attachment 2

With respect to the Mike Turtur Bikeway, the path needs to be reconstructed and DPTI will fund the civil works component of the project. With respect to the other shared path sections, none of these need to be reconstructed. However, some maintenance works are required, and the Administration is currently in discussions with DPTI to finalise the details. These works will need to be undertaken, in addition to other administrative amendments to the DRAFT agreement, prior to Council formally assuming control of the bikeways through the Head Agreement with DPTI.

The responsibility of the long-term renewal of these bikeways will also rest with Council under the Head Agreement.

Mike Turtur Bikeway Upgrade

The 850m section of path to be upgraded is on the southern side of the Adelaide/Glenelg tram corridor and links to the recent shared use path upgrade transition at Railway Terrace/Musgrave Street, Goodwood and continues to the existing paved shared use path adjacent to the western side of King William Road on the approach to Greenhill Road.

DPTI will make a substantial financial commitment towards the civil infrastructure component of the upgrade and is seeking Council's financial contribution for the greening component of the project. This would entail Council removing existing trees and vegetation, required to facilitate the civil works and replanting accordingly thereafter.

A concept design has been developed by DPTI, a copy of which is attached. Council staff have been active in working with DPTI staff to refine the concept design. In particular, the design has been successfully amended to retain a number of significant and regulated trees along the corridor, as well as improve accessibility into surrounding streets.

DPTI is seeking Council's endorsement in principle for the project to enable the undertaking of community engagement regarding the concept design and a financial contribution for the greening component of the project.

Attachment 3

There is no specific funding allocated in the current budget to undertake revegetation works in the corridor. However, Council has allocated funding in the amount of \$90,000 for the planting of an additional 250 trees in 2019/20 as part of the Accelerated Tree Planting Program (Tree Canopy). A portion of this funding could be directed towards new tree planting along the proposed upgraded Bikeway.

The details of the extent and staging of the greening component of the project will be finalised by the Administration in the coming weeks and a further report will be presented to Council for its consideration outlining the details and options available to Council in funding these works. Council will partner with DPTI in undertaking the community consultation process and relevant community groups.

The further report will outline:

- the results of the community consultation which is to be undertaken regarding the concept design;
- detail design plans and costing; and
- Head Agreement for endorsement.

5. DISCUSSION

There are two significant bikeways along rail corridors travelling through the City of Unley: the Mike Turtur Bikeway; and the Marino Rocks Greenways Route. Within the council area a number of upgrades have been completed along these routes.

Mike Turtur Bikeway

The Mike Turtur Bikeway runs adjacent the Glenelg Tramline between Adelaide and Glenelg and is Adelaide's busiest cycling route with over 1,000 cyclists per day. It also provides direct access along the corridor for people to catch the Glenelg tram.

The route has sections of shared walking and cycling paths and uses low traffic roads to link the shared use path sections. The route is substantially completed; however, a key section is planned to be upgraded with an increase in shared path width provision to standards.

The Mike Turtur Bikeway route within the City of Unley was previously known as the West Unley Commuter route until it was renamed in 2010.

The City of Unley with the funding support from Planning SA (Open Space Grant), Commonwealth Government (Jobs Fund Nation Bike Path Projects) and the State Bicycle Fund, undertook a major upgrade of the bike path in 2010, including the following three key components:

- the construction of a combination of off-road/on-road paths between Greenhill Road and South Road;

- installation of lighting along the Mike Turtur Bikeway; and
- construction of a shared path and modifications to the existing on road treatment to provide a linkage between the Mike Turtur Bikeway and King William Road to Greenhill Road.

The project provided:

- off-road shared path facility between South Road and Leah Street;
- on-road facility between Leah Street and the Forestville Reserve;
- on-road facility between Forestville Reserve and Goodwood Road;
- on-road facility between Goodwood Road and the Mike Turtur Bikeway; and
- a combination of off-road shared path and on-road facility between the Mike Turtur Bikeway and Greenhill Road.

The project completed the section of the Mike Turtur Bikeway within the City of Unley and adjoins the completed section from Greenhill Road to South Terrace within the City of Adelaide.

Currently on hold is the State Government proposed grade separation project, that involves construction of a shared walking and cycling path over the interstate and passenger rail corridor at Goodwood, removing a major impediment on the Bikeway. It will improve connectivity and safety for people walking and cycling by enabling cyclists to bypass the alternate local road route and avoid the at-grade level crossing on Victoria Street and eliminates the need for cyclists to travel through the Goodwood train station subway, where existing conditions create conflict between users and force cyclists to dismount.

Greenways Route

The 15km long route extends from the Adelaide Parklands to the Coast to Vines Trail at Marino Rocks. The alignment follows the Seaford railway line and provides more direct access to stations for local residents.

Sections have been upgraded within the City of Unley, including several new shared use paths along the railway corridor and wayfinding signage. A significant upgrade was the shared path grade separated underpass at Keswick, under Greenhill Road as part of the Wayville Showgrounds rail upgrade project.

Mike Turtur Bikeway Upgrade – Railway Terrace/Musgrave Street to King William Road

In addition to the Council's ongoing support for Active Transport, the condition of the Bikeway has become an increasing area of concern for the City of Unley as well as the State Government. The Bikeway assets have become aged and dependant on increased maintenance. The width of the shared path section is also sub-standard for the level of use of all users, cyclists and walkers.

In addition, the City of Unley is constrained by its limited amount of public open space to increase its green canopy. The opportunity to increase green cover along the Bikeway in conjunction with the upgrade of the shared path is a unique strategic opportunity for the Council to better manage and increase its tree canopy, as well as urban biodiversity.

The concept design for the Bikeway upgrade includes the following key components:

Retention of existing trees

To maximise the retention of existing trees, the path alignment has been amended at key locations to accommodate for the safe retention of a number of regulated and significant trees. At key locations, the path is split into 2 x 2.0m lanes or reduced in width at key points to 3.0m or 3.6m.

Retention of the existing tree canopy is an important part of the concept design, to be added to with additional tree planting and lower-level plantings.

Removal of vegetation and other infrastructure

The existing Bikeway corridor reflects an inconsistent mix of native and exotic species. Many clusters of existing trees are reflective of self-seeded development over time.

The ad-hoc nature of the established plantings has resulted in a number of ongoing safety and accessibility concerns, resulting in higher than anticipated maintenance requirements.

To achieve an expanded pathway, a total of 28 existing trees are proposed to be removed along the length of the corridor, including one regulated (significant) tree and two regulated trees. In addition, a number of medium and large shrubs, hedges and lower-storey plantings will be removed.

The changes in light rail infrastructure has reduced the clear zones and subsequently reduced the width of the restricted corridor. As a result, a secondary fence line has been installed which allows for greater expansion of the Mike Turtur Bikeway corridor width through the removal of the original fence line.

New shared use path

The wider path will better accommodate for the popularity of the route for cyclists and walkers along the Mike Turtur Bikeway, with additional width to allow for safer two-way movement.

An increase in width from the existing width in the order of 2.0 – 3.0m wide to a shared use facility width of 4.0m is a significant improvement.

The replacement of the pavers with a bitumen surface will improve the stability and safety of the Bikeway, addressing historic issues of trip hazards from lifted pavers. Consideration will be given to provide greater separation between pedestrians and cyclist in discussions with DPTI.

DPTI will incorporate paving changes (surface/colour/texture) adjacent to the Wayville Tram Stop to better inform all users of potential contact points (ie pedestrian rail crossing points). Currently access to Bendall Avenue from the tram stop and path is very steep. A new DDA compliant ramp is proposed to better connect to the Bendall Avenue footpath.

New lighting

In recent years, the Council invested in the establishment of pathway lighting along the section of Mike Turtur Bikeway. This lighting is proposed to be upgraded to a higher standard, with new LED fittings to compliment the path upgrade works and popularity of the Bikeway (P3 standard). It may also be an opportunity to introduce smart lighting technology.

New tree planting and greening

The new path alignment, vegetation clearance and fence realignment provide the opportunity to redefine the presentation and amenity of the Bikeway, as well as improve the local biodiversity of the area.

Stretching between the retained trees, Council will aim to maximise the planting of new trees, suitable to their proximity to a shared path, as well as adjacent to the light-rail corridor. The species will be predominately two to three native tree species along the length of the corridor, however, contrast species will be used at key crossing/connection points to assist wayfinding.

The reclaimed areas are to be replanted with a palette of hardy, attractive and drought-tolerant species, including grasses, groundcovers and some low shrubs.

Next Steps

Subject to the Council's support of the proposed Bikeway Concept, information will be provided to all stakeholders, including adjacent local residents, notifying them of the proposed changes to the corridor. Interested residents can seek further information regarding the pathway design from nominated DPTI staff. Any further information regarding the streetscape integration, and the expanded green cover will be provided by the City of Unley.

Consultation will include:

- letter of notification to adjacent residents;
- onsite signage notifying them of the changes and directing them to DPTI/CoU website;
- further project information available on the websites of DPTI and CoU;
- targeted engagement with key stakeholders within the City of Unley, including Friends of the City of Unley (FOCUS) and the Unley Bike User Group (UBUG); and
- internal DPTI (light rail/cycling) engagement will be undertaken by DPTI to ensure support for the proposed design ahead of consultation.

Subject to the Council's direction, consultation will commence in mid-December, and residents or interested parties provided the opportunity to comment up to the end of January 2020. The consultation package will include an introductory cover letter.

6. ANALYSIS OF OPTIONS

Option 1 –

1. The report be received.
2. That Council endorse, in principle, entering into a Head Agreement between the Minister for Transport, Infrastructure and Local Government and the City of Unley regarding the shared-use pathways as set out in this report and that the Chief Executive Officer be authorised to make amendments to the attached Draft Head Agreement, as required, to enable the signing and sealing of a final document.
3. That Council endorse, in principle, the Mike Turtur Bikeway Concept Design that has been developed by the Department of Planning, Transport and Infrastructure, for the purpose of undertaking community consultation.
4. That Council endorse, in principle, funding the removal of existing vegetation, new tree planting and new path lighting along the Mike Turtur Bikeway, as part of the proposed upgrade to be undertaken by the Department of Planning, Transport and Infrastructure.
5. That a further report be presented to Council in early 2020 outlining the results of the community consultation process to be undertaken regarding the Mike Turtur Bikeway Concept and the detail design and financial implications for Council regarding the greening aspect of the project.

The recommendation identifies the key decisions and stages.

7. RECOMMENDED OPTION

Option One is the recommended option.

8. POLICY IMPLICATIONS

8.1 Financial/Budget

- As part of the agreement, DPTI will fund the demolition and construction of the new upgraded path. The path will then become the long-term responsibility of the Council to maintain.
- The Council will be required to undertake the clearance of all surplus vegetation and trees along the corridor ahead of the path construction. These works are anticipated to cost the Council \$20,000 and will be funded through the Council's 2019/20 Annual Street Tree Maintenance Operations Program.
- At the completion of the new pathway, the Council will be responsible for the addition of new planting beds along the length of the corridor, including planting of approximately 70 new trees, as well as the upgrade of the existing lighting along the path. These works are anticipated to be in the order of \$245,000.
- The new tree planting can be funded from part of the Accelerated Tree Planting Program, as part of the Council's 2019/20 Annual Business Plan to the value of approximately \$30,000. The lighting upgrade, including replacement of LED fittings, can be funded through the Council's 2019/20 LED Lighting Upgrade Program, to the value of \$35,000.
- The remaining \$180,000 will require the Administration to seek additional funds from the Council through the 2020/2021 budget process.
- In addition to the construction costs, a future allowance will need to be made to fund the establishment and maintenance of the new landscape corridor for the first 12 months, following the completion of the construction.
- A future report to Council in February 2020 will consider detailed options to sequence and appropriately fund the required works.

8.2 Staffing/Work Plans

- Council staff are able to assist DPTI staff in the community engagement process, as well as the detail design requirement of the corridor. This work will be in addition to the works already programmed and may require reprioritisation of tasks.
- It is anticipated that the clearance and replanting of the corridor will be required to be undertaken by external contractors and managed by Council staff as part of their regular duties.

8.3 Environmental/Social/Economic

- The Mike Turtur Upgrade will provide the local community with a number of environmental, social and economic benefits in alignment with a number of the Council's strategic directions. The upgrade will make a long-term positive contribution to the tree canopy cover target across the City of Unley. The re-establishment of a native understorey will enhance local biodiversity, and collectively assist in local neighbourhood cooling.
- The increased path width, and removal of surface hazards will improve local safety and accessibility in support of active transport through the City of Unley, along the state's most popular off-road cycle route.

8.4 Stakeholder Engagement

- The City of Unley will assist DPTI in the community engagement phase, including facilitating engagement with key community stakeholder groups, the Unley Bike User Group (UBUG) and the Friends of The City of Unley Society (FOCUS), as well as wider neighbourhood notification and awareness.
- DPTI staff will be responsible for any queries relating to the path design, with the City of Unley accountable for any questions regarding the corridor greening.

9. REPORT CONSULTATION

The Report reflects the input of the following areas and departments:

- Transport and Traffic, City Design
- Landscape Architecture, City Design
- Environment, City Design
- Asset Management, Strategic Assets
- Property Services, Strategic Assets
- Open Spaces and Trades

10. REPORT AUTHORISERS

Name	Title
Claude Malak	General Manager City Development

Location	Approximate Length
1. Marino Rocks Greenway - Anzac Highway to Rose Terrace	80m
2. Marino Rocks Greenway - Rose Terrace to Leader Street	600m
3. Marino Rocks Greenway - Emerson Road to Addison Road	850m
4. Pathway from Victoria Street to Cranbrook Avenue	120m
5. Marino Rocks Greenway - Victoria Street to Chelmsford Street	150m
6. Forestville Reserve - Paths forming part of Marino Rocks Greenway and Mike Turtur Bikeway	95m
7. Mike Turtur Bikeway - South Road Overpass to Leah Street	700m
8. Mike Turtur Bikeway - Musgrave Street to Greenhill Road	1100m



HEAD AGREEMENT

FOR PUBLIC USE OF PATHWAYS

BETWEEN

**MINISTER FOR TRANSPORT, INFRASTRUCTURE
AND LOCAL GOVERNMENT**

-AND-

CITY OF UNLEY

CROWN SOLICITOR
(within the Department of Planning, Transport and Infrastructure)
Level 7, 77 Grenfell St, Adelaide SA 5000

DRAFT

TABLE OF CONTENTS

1. DEFINITIONS 1

2. INTERPRETATION..... 2

3. FORMAL CONSIDERATION 2

4. TERM OF HEAD AGREEMENT 3

5. TERMINATION OF HEAD AGREEMENT 3

6. EFFECT OF TERMINATION OF HEAD AGREEMENT 3

7. ADMINISTRATION 4

8. FORMATION OF A LICENCE AGREEMENT 4

9. GENERAL 4

10. TERM OF LICENCE AGREEMENT 5

11. LICENCE 5

12. LICENCE FEE 5

13. OUTGOINGS 5

14. GST 6

15. CONTAMINATION AND ENVIRONMENTAL ISSUES 6

16. TRAFFIC 7

17. SPECIAL CONDITIONS 7

18. FENCING 7

19. TRACK ACCESS 8

20. PERMITTED USE 8

21. MAINTENANCE 8

22. LITTER 9

23. CONTROL OF ANIMAL AND PLANT PESTS 9

24. NOTICE OF HAZARDS 9

25. STATUTORY COMPLIANCE 9

26. ALTERATIONS OR ADDITIONS 9

27. NO ASSIGNMENT 10

28. TERMINATION OF LICENCE AGREEMENT 10

29. EFFECT OF TERMINATION OF LICENCE AGREEMENT 10

30. OBLIGATIONS AT THE END OF THE TERM 11

31. MINISTER'S INSPECTION 11

32. NO WARRANTY 11

33. RELEASE 11

34. INDEMNITY 12

35. INSURANCE 12

36. DAMAGE OR DESTRUCTION 12

37. GENERAL 13

38. NOTICES 14

39. COSTS 15

SCHEDULE 1 HEAD AGREEMENT DETAILS

SCHEDULE 2 LICENCE AGREEMENT MEMORANDUM

DRAFT

AGREEMENT dated _____ day of _____ 2019

PARTIES:

MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of 136 North Terrace, Adelaide SA 5000 (**Minister**)

AND

CITY OF UNLEY of Civic Centre, 181 Unley Road, Unley SA 5061 (**Licensee**)

BACKGROUND:

- A. This Head Agreement contemplates that the Minister and the Licensee enter into one or more Licence Agreements in respect of land, for which the Minister is the registered proprietor and the Licensee wishes to enter upon and use.
- B. This Head Agreement will provide a framework and pre-agreed terms and conditions for the establishment of such Licence Agreements.

IT IS AGREED:

PART 1 – PRELIMINARY

1. DEFINITIONS

In this Head Agreement unless the context otherwise requires:

- 1.1 **Commencement Date** means the commencement date set out in the Licence Agreement Memorandum;
- 1.2 **Common Areas** means those areas of the Land (if any) provided from time to time for common use by all tenants and occupiers of the Land including paths, driveways, car parking areas, restrooms and any other facility designated as a common area by the Minister;
- 1.3 **Expiry Date** means the expiry date set out in the Licence Agreement Memorandum;
- 1.4 **Fencing** means the fencing, constructed by the Minister at the Minister's cost, that runs along the boundary of the one side of the Site and separates the Site from the rail corridor;
- 1.5 **Head Agreement** means this agreement and includes all schedules and annexures (if any);
- 1.6 **Land** means the land described in the Licence Agreement Memorandum, for which the Minister is the registered proprietor;

- 1.7 **Licence Agreement** means a licence agreement formed in accordance with clause 8 of this Head Agreement;
- 1.8 **Licence Agreement Memorandum** means a licence agreement memorandum in the form set out in Schedule 2 of this Head Agreement;
- 1.9 **Licence Agreement Term** means the term of the Licence Agreement determined under clause 10;
- 1.10 **Licence Fee** means the licence fee specified in the Licence Agreement Memorandum;
- 1.11 **Licensee's Representative** means the person so identified in Item 3 of Schedule 1 to this Head Agreement;
- 1.12 **Minister's Representative** means the person so identified in Item 3 of Schedule 1 to this Head Agreement;
- 1.13 **Party** means either the Minister or the Licensee;
- 1.14 **Pathway** means the path on the Site to be used by members of the public for pedestrian and bicycle traffic;
- 1.15 **Permitted Use** means the permitted use set out in the Licence Agreement Memorandum;
- 1.16 **Representative** means the relevant Party's Representative specified in Schedule 1 of this Head Agreement or such other person nominated as the Party's Representative by written notice to the other Party from time to time;
- 1.17 **Site** means the site, being all or a portion of the Land, set out in the Licence Agreement Memorandum; and
- 1.18 **Start Date** mean date set out in Item 1 of Schedule 1 to this Head Agreement.

2. INTERPRETATION

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

- 2.1 any word importing the plural includes the singular and vice versa;
- 2.2 any word importing a gender includes all other genders,
- 2.3 a reference to a body corporate includes a natural person and vice versa;
- 2.4 a reference to the background, a party, clause, schedule or annexure is a reference to the background, a party, clause, schedule or annexure of this Head Agreement;
- 2.5 the headings and clause numbers are inserted only as a matter of convenience and in no way affect the construction of this Head Agreement (or any Licence Agreement); and
- 2.6 nothing in this Head Agreement (or any Licence Agreement) is to be interpreted against a party solely on the basis the party put forward this Head Agreement (or the Licence Agreement) or any part of it.

3. FORMAL CONSIDERATION

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

PART 2 - HEAD AGREEMENT TERM, TERMINATION AND ADMINISTRATION

4. TERM OF HEAD AGREEMENT

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

- 4.1 enter into a new head agreement which is expressed to replace this Head Agreement; or
- 4.2 this Head Agreement is otherwise terminated by mutual consent, (whichever first occurs).

5. TERMINATION OF HEAD AGREEMENT

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

- 5.1.1 the Licensee is in breach of this Head Agreement or any Licence Agreement and has not rectified such breach within fourteen (14) days of the Minister giving notice in writing to the Licensee requiring the rectification of such breach;
- 5.1.2 the Licensee commits or permits any further breach of an obligation imposed on the Licensee for which the Minister has previously given notice in writing even if the previous breach by the Licensee has been rectified; or
- 5.1.3 the Licensee is declared a "defaulting council" pursuant to the *Local Government Act 1999* and any of the events specified in section 9(b), (d), (f), (g), (i) or (j) of the *Local Government Act 1999* occur in respect of the Licensee.

5.2 The Minister may terminate the Head Agreement at any time by giving at least three (3) months written notice to the Licensee.

6. EFFECT OF TERMINATION OF HEAD AGREEMENT

6.1 The Licensee acknowledges and agrees as follows:

- 6.1.1 if this Head Agreement is terminated, the Licence Agreement (and if more than one, each separate Licence Agreement) will automatically terminate; and
- 6.1.2 unless the Minister expressly terminates this Head Agreement, the termination of a Licence Agreement does not affect the continuation of this Head Agreement or any other Licence Agreement.

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

7. ADMINISTRATION

- 7.1 The Minister's Representative and the Licensee's Representative each has authority to:
- 7.1.1 exercise all of the powers and functions of his or her Party under this Head Agreement or the Licence Agreement (as the case may be), other than the power to amend this Head Agreement or the Licence Agreement; and
 - 7.1.2 bind his or her Party in relation to any matter arising out of or in connection with this Head Agreement or the Licence Agreement (as the case may be).
- 7.2 Either Party may change their Representative by giving written notice to the other.

PART 3 – LICENCE AGREEMENT FORMATION**8. FORMATION OF A LICENCE AGREEMENT**

- 8.1 The parties acknowledge and agree that this Head Agreement does not impose any obligation on the Minister or constitute any guarantee on the Minister's part that it will grant the Licensee a licence at any time.
- 8.2 If and when the Licensee seeks access to and use of the Site, the Licensee must notify the Minister and if the Minister is willing and able to grant the non-exclusive licence, the parties may enter into a Licence Agreement for the grant of the licence.
- 8.3 A Licence Agreement is formed when the Minister and the Licensee have signed a Licence Agreement Memorandum.
- 8.4 The terms and conditions of a Licence Agreement between the Minister and the Licensee comprise of:
- 8.4.1 the terms and conditions set out in Part 4 of this Head Agreement;
 - 8.4.2 the terms and conditions set out in Parts 1 and 5 of this Head Agreement;
 - 8.4.3 the Licence Agreement Memorandum;
 - 8.4.4 any schedules, annexures or attachments to the Licence Agreement Memorandum,
- which in the event of any inconsistency have priority in that order.

PART 4 – LICENCE AGREEMENT CONDITIONS**9. GENERAL**

The terms and conditions set out in this Part 4:

- 9.1 apply to each Licence Agreement formed under this Head Agreement;
- 9.2 have no application unless and until a Licence Agreement is formed under this Head Agreement; and

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

10. **TERM OF LICENCE AGREEMENT**

- 10.1 The Licence Agreement shall commence on the Commencement Date and subject to any earlier termination of the Licence Agreement in accordance with its terms or by operation of law, shall expire on the Expiry Date (unless the Licence Agreement is extended in accordance with clause 10.2).
- 10.2 If the Licensee continues to use the Site with the consent of the Minister after the expiry of the Licence Agreement Term then:
- 10.2.1 the Licensee will use the Site under a monthly licence;
- 10.2.2 either party may terminate the monthly licence on one (1) calendar months' notice in writing to the other party; and
- 10.2.3 the monthly licence will be at a monthly licence fee equivalent to the monthly proportion of the Licence Fee payable and otherwise on the same terms and conditions as the Licence Agreement (so far as applicable).

11. **LICENCE**

- 11.1 The Minister grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the Licence Agreement Term on the terms and conditions of the Licence Agreement.
- 11.2 The Minister grants to the Licensee a licence in common with the Minister and any other tenant, occupier or user of the Land from time to time to use the Common Areas for the purposes such Common Areas are designated.
- 11.3 The rights granted by the Minister to the Licensee under the Licence Agreement are contractual only and do not create or confer on the Licensee any tenancy, estate or interest in the Site.

12. **LICENCE FEE**

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

13. **OUTGOINGS**

- 13.1 If the Site becomes separately rateable from the Land the Licensee must pay:
- 13.1.1 charges for water in relation to the Site;
- 13.1.2 licence fees, rates and other charges imposed on the Site or on the Licensee in relation to the occupancy of the Site by the Licensee or conduct of business from the Site by the Licensee.
- 13.2 The Licensee must pay any electricity charges against the Licensee which arise as a consequence of its own assets or usage if electricity is supplied to the Site.
- 13.3 The Licensee must pay an amount payable under this clause directly to the body making the charge unless the Minister requires payment to itself.

- 13.4 If the Licensee fails to pay outstanding charges as and when those charges fall due then the Minister may pay any of the outstanding amounts which have not been paid by the Licensee when due. Any such sum or sums paid by the Minister may be recovered from the Licensee under law.
14. **GST**
- 14.1 The parties agree that the Licence Fee and any other amounts payable under this Head Agreement or the Licence Agreement are exclusive of GST.
- 14.2 If any supply under the Licence Agreement by the Minister is a taxable supply, then the Minister will supply to the Licensee a tax invoice in respect of that supply.
15. **CONTAMINATION AND ENVIRONMENTAL ISSUES**
- 15.1 The Licensee must:
- 15.1.1 not allow nor bring any substance or compound nor do anything that may in any way cause or contribute to any pollution or Contamination or Environmental Harm to the Site and/or the Land without the prior written consent of Minister (which may be given or withheld by the Minister at its absolute discretion);
- 15.1.2 immediately notify the Minister of any act or omission by the Licensee or of which the Licensee becomes aware that has caused or has a reasonable prospect of causing any pollution or Contamination or Environmental Harm to the Site and/or the Land;
- 15.1.3 on receiving a written direction from the Minister that lists its reasons or reasonable opinion, the Licensee must cease any activity on the Site and/or the Land that may tend to cause or is causing or has caused any pollution or Contamination or Environmental Harm; and
- 15.1.4 if required by the Minister in writing, at the Licensee's expense remove from the Site any and all substances and compounds which were allowed or brought onto the Site by the Licensee which are causing exacerbating or contributing to any pollution or Contamination or Environmental Harm to the Site and/or the Land and restore the Site and/or the Land to the condition it was in on the date on which the Licensee commenced occupation of the Site.
- 15.2 The Licensee acknowledges that the Minister makes no representation or warranty about the state, condition or suitability of the Site and/or the Land including whether there may be any Existing Contamination. In the event there is Existing Contamination, the Licensee must not do anything that adds to or exacerbates the Existing Contamination and, if required by the Minister in writing, the Licensee must cease such activity that has added or exacerbated the Existing Contamination.
- 15.3 The terms used in this clause have the following meanings:
- 15.3.1 **Environmental Harm** has the same meaning as in the *Environment Protection Act 1993 (SA)* and includes but is not limited to harm or potential harm or risk of harm or future harm to the environment regardless of its severity and duration and includes:

- (a) an environmental nuisance whether or not such nuisance is of a high impact or on a wide scale;
- (b) any environmental harm declared at law or is caused by pollution howsoever caused whether directly or indirectly or results from pollution alone or from the combined effects of pollution and other factors;
- (c) actual or potential harm to the health or safety of persons;
- (d) actual or potential environmental harm; or
- (e) any environmental harm that results in:
 - (i) any actual or potential loss (including such reasonable costs and expenses incurred in taking all reasonable and preventable measures to prevent or mitigate any environmental harm or to make good any environmental damage); or
 - (ii) property damage;

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

15.3.3 **Site Contamination** has the same meaning as in the *Environment Protection Act 1993 (SA)* and includes but is not limited to any chemical substance present on or below the surface of the Land, contamination of the groundwater beneath the Land or on land adjacent or nearby to the Land where such contamination emanates from the Land and **Contamination** has a corresponding meaning.

16. TRAFFIC

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

17. SPECIAL CONDITIONS

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

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

18. FENCING

18.1 The parties acknowledge and agree that the Fencing is an important element of rail corridor safety and must not be changed, altered or damaged by the Licensee or any invitee, agent or contractor of the Licensee.

- 18.2 The Licensee must immediately notify the Network Access Manager, Department of Planning, Transport and Infrastructure on (08) 8218 4098 of any change, vandalism, damage or deterioration of the Fencing.

19. **TRACK ACCESS**

- 19.1 The Licensee acknowledges and agrees that:
- 19.1.1 the Site is located in the close vicinity to active rail corridor;
 - 19.1.2 at no time are people, vehicles, plant or objects to be placed on, or operated within three (3) metres of, any rail or any track without the prior written approval of the Minister (which approval may be given or withheld in the Minister's absolute discretion); and
 - 19.1.3 if approval as set out in the above sub-clause is granted, it may be subject to conditions as may be required by the Minister, including but not limited to, the 'Track Access - Safe Working Conditions' published on the Department of Planning, Transport and Infrastructure's website (www.dpti.com.au) from time to time.

20. **PERMITTED USE**

- 20.1 The Licensee must only use or permit the Site to be used for the Permitted Use unless the Licensee obtains the prior written consent of the Minister to use the Site for any other purpose.
- 20.2 The Licensee must at its expense obtain and maintain all necessary approvals and consents required for use of the Site by the Licensee.
- 20.3 Notwithstanding any other provisions of the Licence Agreement, the Minister may restrict the use of the Site where such use will in the Minister's opinion cause damage to the Site or will prejudice, cause nuisance to or obstruct other users of the Land.
- 20.4 The Licensee must not use the Site as business premises:
- 20.4.1 at which goods are sold to the public by retail; or
 - 20.4.2 at which services are provided to the public or to which the public is invited to negotiate for the supply of services.

21. **MAINTENANCE**

- 21.1 The Licensee must at its expense maintain, repair and keep the Site and any fixtures, fittings or other property in good and substantial repair and condition.
- 21.2 The Licensee must at its expense repair, renew, replace, maintain and keep:
- 21.2.1 the Pathway;
 - 21.2.2 the lighting on the Site; and
 - 21.2.3 the signage on the Site,
- in good and reasonable repair and condition that is fit for the Permitted Use.
- 21.3 The Licensee must at its expense promptly make good any damage caused to the Site (except any damage caused by the Minister or Minister's agents or contractors).

- 21.4 The Licensee must at its expense maintain and prune landscaping on the Site and ensure that vegetation does not impede the Minister's capacity to maintain the Minister's fence line or restrict the Minister's access from the Site to the rail corridor through access gates located along the Pathway.
- 21.5 The parties acknowledge and agree that ownership of the Pathway, landscaping, lighting and signage on the Site (including any improvements, erections and fixtures thereto constructed by or for the Licensee) will remain vested in the Licensee during the Licence Agreement Term.
- 21.6 For the avoidance of doubt, the parties acknowledge and agree that the Licensee is not required to maintain or repair the Fencing.

22. **LITTER**

The Licensee must take all reasonable steps to ensure that litter does not accumulate on the Site.

23. **CONTROL OF ANIMAL AND PLANT PESTS**

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

24. **NOTICE OF HAZARDS**

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

25. **STATUTORY COMPLIANCE**

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

26. **ALTERATIONS OR ADDITIONS**

- 26.1 The Licensee must not erect, make or effect any alteration or addition in or to the Site or any part of it without the prior written consent of the Minister (which consent may be given or withheld in the Minister's absolute discretion) and, if consent is given, may be subject to such conditions as may be required by the Minister.
- 26.2 Any alteration, addition or installation made by the Licensee will remain the property of the Licensee who is responsible at its cost for the:
- 26.2.1 maintenance and repair and, in the case of any plant or equipment, for the repair and running costs; and
- 26.2.2 removal of the alteration, addition or installation at the expiration or earlier termination of the Licence Agreement.

- 26.3 The Licensee must carry out additions:
- 26.3.1 in a proper and workmanlike manner;
 - 26.3.2 using materials of an appropriate standard;
 - 26.3.3 in accordance with any direction given by the Minister.
- 26.4 The Licensee must take all necessary steps to ensure that the construction of any new additions shall be undertaken in such manner so as to not unreasonably interfere with any of the Minister's assets on the Site.

27. NO ASSIGNMENT

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

28. TERMINATION OF LICENCE AGREEMENT

- 28.1 The Minister may terminate the Licence Agreement by notice in writing served on the Licensee if:
- 28.1.1 the Licensee is in breach of the Licence Agreement and has not rectified such breach within fourteen (14) days of the Minister giving notice in writing to the Licensee requiring the rectification of such breach;
 - 28.1.2 the Licensee commits or permits any further breach of an obligation imposed on the Licensee for which the Minister has previously given notice in writing even if the previous breach by the Licensee has been rectified; or
 - 28.1.3 the Licensee is declared a "defaulting council" pursuant to the *Local Government Act 1999* and any of the events specified in section 9(b), (d), (f), (g), (i) or (j) of the *Local Government Act 1999* occur in respect of the Licensee.
- 28.2 The Minister may terminate the Licence Agreement at any time by giving at least three (3) months written notice to the Licensee.

29. EFFECT OF TERMINATION OF LICENCE AGREEMENT

- 29.1 The Licensee acknowledges and agrees as follows:
- 29.1.1 if the Head Agreement is terminated, the Licence Agreement will automatically terminate; and
 - 29.1.2 unless the Minister expressly terminates this Head Agreement, the termination of a Licence Agreement does not affect the continuation of this Head Agreement or any other Licence Agreement.
- 29.2 Termination of the Licence Agreement by the Minister is without prejudice to any rights, remedies or actions that the Minister may have or has against the Licensee which have arisen prior to the date of termination.

30. OBLIGATIONS AT THE END OF THE TERM

- 30.1 On the expiration or earlier termination of the Licence Agreement, the Licensee must at its expense vacate the Site and deliver up possession of the Land consistent with the Licensee's obligations contained in the Licence Agreement.
- 30.2 If the Licensee fails to comply with its obligations under this clause 30, the Minister may carry out such repairs or undertake other obligations of the Licensee at the Licensee's expense and the Minister may recover all expenses incurred from the Licensee as a debt due.

31. MINISTER'S INSPECTION

- 31.1 The Licensee acknowledges that the Minister and any officer, employee agent or contractor of the Minister may enter on the Land at all reasonable times to examine the condition of the Site.
- 31.2 The Minister may require the Licensee by notice in writing to undertake repairs to the Site or such other actions to ensure compliance with the obligations on the Licensee contained in the Licence Agreement and the Licensee must comply with such notice issued pursuant to this clause 31 within the time specified in the notice.
- 31.3 If the Licensee fails to comply with its obligations under this clause 31, the Minister may carry out such repairs or undertake other obligations of the Licensee and the Minister may recover all costs and expenses incurred from the Licensee as a debt due.

32. NO WARRANTY

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

- 32.1 the Site is now or will remain suitable or adequate for all or any of the purposes of the Licensee; or
- 32.2 in relation to any past use of the Site or the presence or otherwise of any contaminants or pollutants, toxic, noxious or dangerous substance in, on or under the Site.

33. RELEASE

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

- 33.1 any accident, injury to persons or loss or damage to property occurring in, on or in the vicinity of the Site (including any loss or damage to any personal property of the Licensee, its workers, contractors, agents or invitees); or
- 33.2 any defect, contamination or pollution in or on the Site.

34. INDEMNITY

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

- 34.1 any occurrence in, on or about the Site or the use or occupation of the Site by the Licensee, its agents, employees, contractors or invitees;
- 34.2 the exercise of the rights or obligations of the Licensee, its agents, employees, contractors or invitees; or
- 34.3 any breach of a Licensee obligation under the Licence Agreement,

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

35. INSURANCE

35.1 The Minister warrants that the Minister is entitled to the benefits of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation in respect of the operations under the Licence Agreement.

35.2 The Licensee warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to provisions in the *Local Government Act 1999* and in the event that the Licensee ceases to be a member of the Scheme it will immediately take out and maintain insurance to cover its civil liabilities at a minimum level of cover of FIFTY MILLION DOLLARS (\$50,000,000).

36. DAMAGE OR DESTRUCTION

36.1 The Minister has no obligation to:

- 36.1.1 reinstate or restore the Site if the Site is damaged or destroyed or otherwise rendered unfit for occupation or use by the Licensee; or
- 36.1.2 reinstate or restore any part of the Land if access to the Site is compromised by damage to or destruction of any part of the Land.

36.2 If the Site or any part of the Land is damaged or destroyed, the Minister may determine in its absolute discretion whether the Site has been rendered unfit for occupation or use by the Licensee.

36.3 If the Minister determines that the Site is unfit for occupation or use by the Licensee, the Licence Agreement will terminate immediately as of the date of the damage to or destruction of the Land without prejudice to any rights, remedies or actions that the Minister may have against the Licensee which have arisen prior to the date of termination.

PART 5 - GENERAL**37. GENERAL****37.1 Relationship**

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

37.2 Severance

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

37.3 Entire Agreement

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

37.4 Modification

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

37.5 Waiver

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

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

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

37.6 Joint and Several

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

37.7 Governing Law

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

37.8 Auditor General

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

37.9 Disclosure of Agreement

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

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

38. NOTICES

38.1 A "notice" means:

38.1.1 a notice; or

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

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

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

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

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

38.3.3 transmitted by electronic mail:

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

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

38.4 If the result under clause 38.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

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

39. **COSTS**

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

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the **MINISTER FOR TRANSPORT, INFRASTRUCTURE AND**

LOCAL GOVERNMENT by his duly constituted Attorney pursuant to Power of Attorney 12020714, who has not received a notice of the revocation of that Power of Attorney in the presence of:

.....
Director, Property
Across Government Services
Department of Planning, Transport and
Infrastructure
Stephen McQuillan
Address:
C/- Property
Department of Planning, Transport and
Infrastructure
GPO Box 967
ADELAIDE SA 5001

.....
Witness

.....
Print Name

.....
Address
Tel:.....

The **COMMON SEAL** of)
CITY OF UNLEY was)
affixed in the presence of:)

.....
Mayor

.....
Chief Executive Officer

.....
Print Name

.....
Print Name

Date:

SCHEDULE 1

HEAD AGREEMENT DETAILS

ITEM 1 START DATE

1 July 2015

ITEM 2 NOTICES

Minister

Director, Property
Across Government Services
Department of Planning, Transport and Infrastructure
PO Box 967
Adelaide SA 5001
dpti.propertyportfolioassets@sa.gov.au

Licensee

Property Services Coordinator
Assets and Environment
City of Unley
PO Box 1
Unley SA 5061
pobox1@unley.sa.gov.au

ITEM 3 REPRESENTATIVES

Minister's Representative

Director, Property
Across Government Services
Department of Planning, Transport and Infrastructure

Licensee's Representative

Property Services Coordinator
Assets and Environment
City of Unley
8372 5111

SCHEDULE 2**FORM OF LICENCE AGREEMENT MEMORANDUM****BETWEEN:**

MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of 136 North Terrace, Adelaide SA 5000 (**Minister**)

AND

CITY OF UNLEY of Civic Centre, 181 Unley Road, Unley SA 5061 (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

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

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

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

SCHEDULE OF PARTICULARS**ITEM 1****LAND**

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

ITEM 2**SITE**

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

ITEM 3**PERMITTED USE**

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

ITEM 4

TERM

Commencement Date: [*insert*]

Expiry Date: [*insert*]

ITEM 5

LICENCE FEE

Amount: \$1.00 (exclusive of GST) per annum

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

ITEM 5

SPECIAL CONDITIONS

[*insert*]

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the **MINISTER FOR TRANSPORT, INFRASTRUCTURE AND LOCAL GOVERNMENT** by his duly constituted Attorney pursuant to Power of Attorney 12020714, who has not received a notice of the revocation of that Power of Attorney in the presence of:

.....
Director, Property
Across Government Services
Department of Planning, Transport and
Infrastructure
Stephen McQuillan
Address:
C/- Property
Department of Planning, Transport and
Infrastructure
GPO Box 967
ADELAIDE SA 5001

.....
Witness

.....
Print Name

.....
Address
Tel:.....

The **COMMON SEAL** of)
CITY OF UNLEY was)
affixed in the presence of:)

.....
Mayor

.....
Chief Executive Officer

.....
Print Name

.....
Print Name

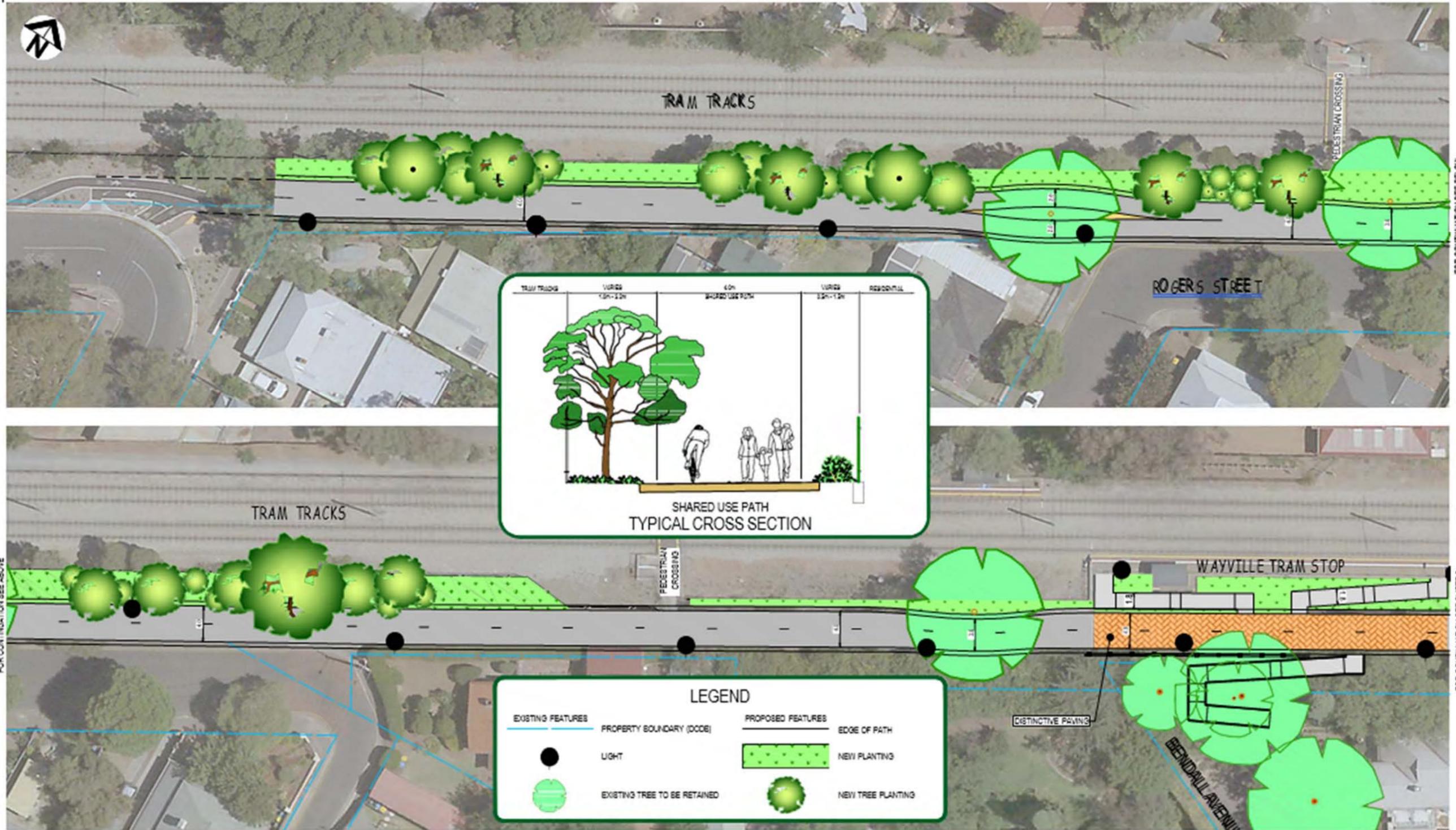
Date:

PLAN

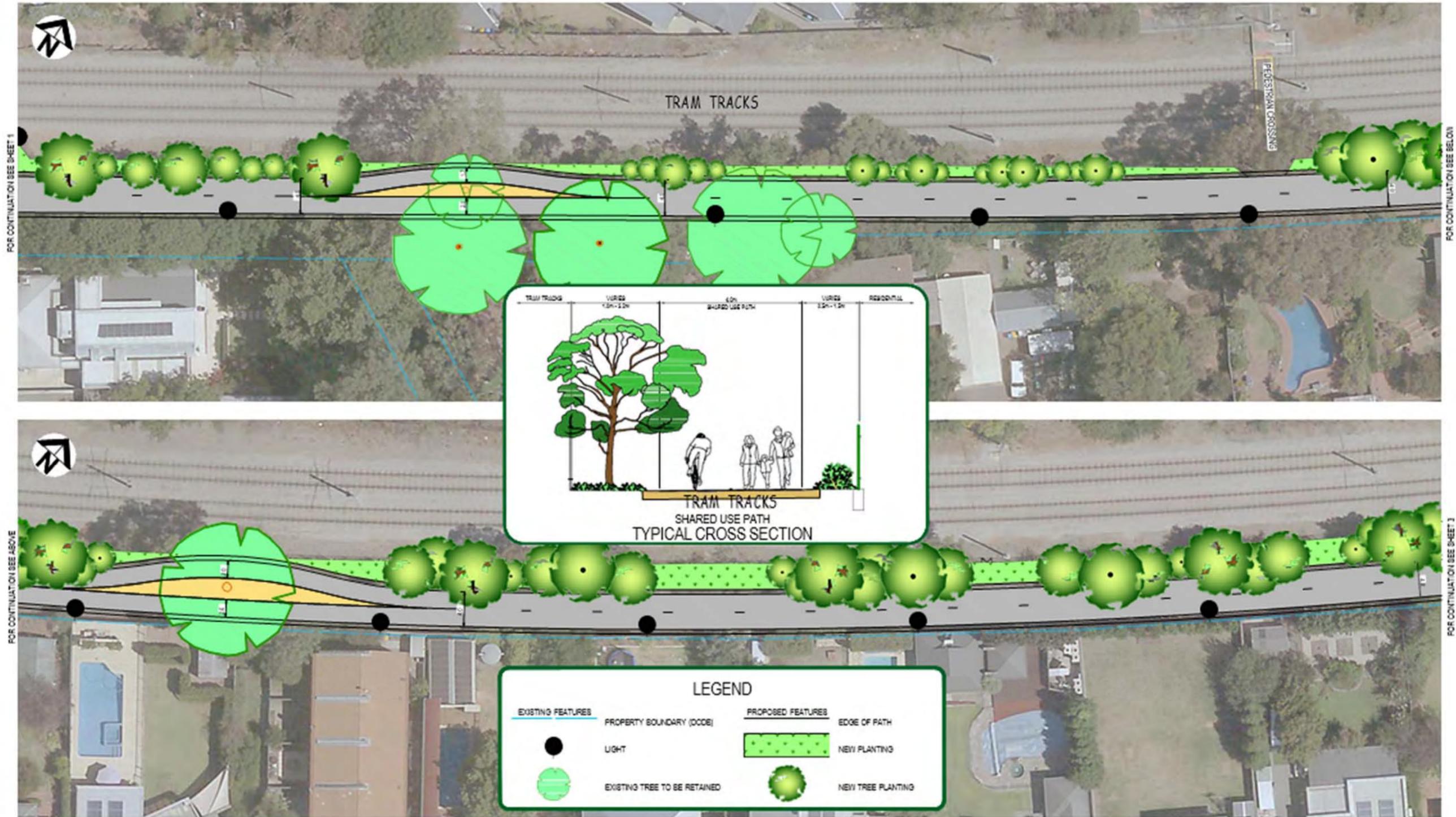
[insert plan depicting Site]

DRAFT

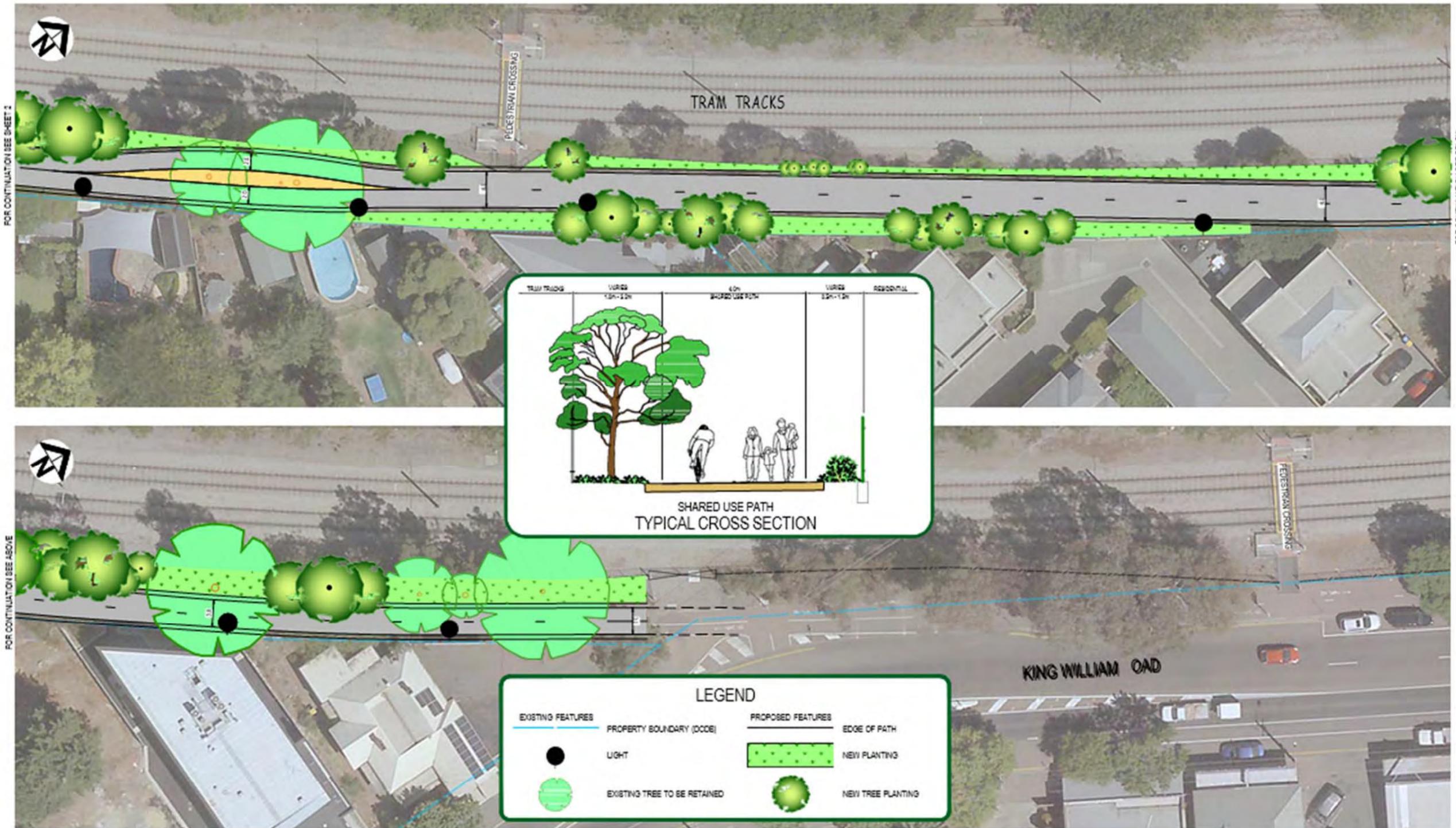
MIKE TURTUR BIKEWAY UPGRADE MUSGRAVE STREET TO KING WILLIAM ROAD



MIKE TURTUR BIKEWAY UPGRADE MUSGRAVE STREET TO KING WILLIAM ROAD



MIKE TURTUR BIKEWAY UPGRADE MUSGRAVE STREET TO KING WILLIAM ROAD



DECISION REPORT

REPORT TITLE:	BROWN HILL KESWICK CREEK BOARD - WILBERFORCE WALK UPGRADE
ITEM NUMBER:	4.4
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	AARON WOOD
JOB TITLE:	MANAGER STRATEGIC ASSETS
ATTACHMENTS:	1. LAND ACQUISITION PLANS

1. **EXECUTIVE SUMMARY**

The Brown Hill Keswick Creek Stormwater Project (the 'Project') is a collaborative undertaking between the Cities of Adelaide, Burnside, Mitcham, Unley and West Torrens (the 'Constituent Councils'). The Project is designed to mitigate serious flood risks and help safeguard properties across the catchment through the implementation of a stormwater management plan ('SMP') that was approved and gazetted in February 2017.

The Councils have established the Brown Hill and Keswick Creeks Stormwater Board (the 'Board') as a regional subsidiary under the Local Government Act to co-ordinate implementation of the SMP.

Part of the Project involves increasing the creek channel capacity in the section of Brown Hill Creek between Third Avenue, Forestville and Anzac Highway, Everard Park. This section of the Project is known as portion of Upper Brown Hill Creek (Area 1).

The creek in this location is held fully within private ownership by nine (9) individual property owners. The land to the northern side of the creek centreline comprises the Arcadian residential development site while the land to the southern side of the creek centreline comprises eight (8) individual properties – seven (7) residential and one (1) commercial.

The Arcadian townhouse development directly adjoining the northern side of the creek is expected to be completed mid-2020 and project works have therefore been expedited in this area to allow the creek works to be undertaken concurrently with the adjoining development.

The Brown Hill Keswick Creeks Stormwater Board and Council have been unsuccessful in negotiating the purchase of the creek land with all eight (8) of the property owners on the southern side of the creek, with no agreements in place to enter the land and/or commence construction.

The Board is seeking delegation from the City of Unley to access the creek land to commence construction activities to allow for the program to be completed in conjunction with the timing of the adjoining development.

2. RECOMMENDATION

That:

1. The report be received.
2. Council recognises that the project works identified as portion of Upper Brown Hill Creek (Area 1) of the Brown Hill Keswick Creek Stormwater Project have been expedited to allow for construction to be completed in conjunction with the adjoining Arcadian development.
3. Council provides the necessary delegation in accordance with Section 24, Division 6 in Schedule 1A of the *Local Government Act 1999*, to the Brown Hill and Keswick Creeks Stormwater Board pursuant to Section 44 of the *Local Government Act 1999*, for construction activities to commence on site subsequent to the land being acquired.
4. Council provides the necessary delegation in accordance with Section 25, Division 6 in Schedule 1A of the *Local Government Act 1999*, to the Brown Hill and Keswick Creeks Stormwater Board pursuant to Section 44 of the *Local Government Act 1999*, to give reasonable notice of its intention to enter, or to enter and occupy the relevant privately-owned creek land to the occupier of that land.

3. RELEVANT CORE STRATEGIES/POLICIES

1. Community Living
 - 1.5 Our City is connected and accessible.

Since 2010, the five (5) catchment councils have been acting in response to Notices and Orders issued by the Stormwater Management Authority and subject to its direction from time to time, with respect to the Brown Hill Keswick Creek Catchment.

On 19 May 2015, the Stormwater Management Authority issued the Mayors of each of the five (5) councils a Notice pursuant to Clause 14(1) in Schedule 1A of the *Local Government Act 1999* (the Act) to prepare a revised Stormwater Management Plan for the Brown Hill Keswick Creek catchment by 30 September 2015.

In February 2017, as a condition of the State Government's funding offer, a Regional Subsidiary was to be formed within 12 months of the SMP being gazetted.

4. BACKGROUND

The Brown Hill Keswick Creek Stormwater Project (the 'Project') is a collaborative undertaking between the Cities of Adelaide, Burnside, Mitcham, Unley and West Torrens (the 'Constituent Councils').

The Project is designed to mitigate serious flood risks and help safeguard properties across the catchment through the implementation of a stormwater management plan ('SMP') that was approved and gazetted in February 2017.

The primary objective of the SMP is to mitigate the risk and reduce the impact of major flooding on properties within the BHKC catchment, up to and including a 100 year average recurrence interval (ARI) flood or 1% Annual Exceedance Probability (AEP).

The scope and complexity of the Project is such that it could only be delivered effectively and efficiently by the five (5) catchment Councils working collaboratively through a single entity. Councils have therefore established the Brown Hill and Keswick Creeks Stormwater Board (the 'Board') as a regional subsidiary under Section 43 of the Act to co-ordinate implementation of the SMP.

The approved SMP indicates that the existing creek channel capacity is required to be increased in the section of creek between Anzac Highway, Everard Park and Third Avenue, Forestville.

The creek in this location is held fully within private ownership by nine (9) individual property owners. The land to the northern side of the creek centreline comprises the Arcadian residential development site while the land to the southern side of the creek centreline comprises eight (8) individual properties – seven (7) residential and one (1) commercial.

In accordance with the objectives of the SMP, Council and the Board have considered two alternate proposals for the required flood mitigation works as follows:

1. Gabion Open Channel
2. Covered Culvert

In considering the above proposals, it has been noted that the gabion open channel option would require the acquisition of a larger area of land than is required for the covered culvert. In addition, the gabion open channel option would not provide adequate adjoining land for the planting of trees within the corridor, whereas the covered culvert option provides this opportunity. The majority of the adjoining property owners with properties that will be impacted by the works favoured the covered culvert option for this reason.

The covered culvert option does not require acquisition of land located within the fenced rear yard of the adjoining properties. The only land to be acquired under this option is land located within the creek bed, external to the rear yard fence-line of adjoining properties to the south.

The covered culvert option comes at an additional expense and Council has identified that funding this option provides a secondary or ancillary benefit to the community as it enables the creation of a shared use path and additional open space over land that would otherwise be inaccessible to the public.

The Board has committed to funding the flood mitigation component of the Project to the estimated cost of the gabion open channel option (\$2.665 million) while Council will be responsible for the cost of land acquisition, additional costs over and above the \$2.665 million contribution for the covered culvert, delivery of the shared use path and associated improvements. Council applied to the Open Space Grant Program to assist with the funding of these works and was successful in obtaining \$610,000 of funding. Combined with Council's budget allocation of \$800,000, Council has \$1.41 million to deliver these works.

In order to progress either of the proposed works, the Board and Council commenced negotiations with adjoining property owners to purchase of the creek land on the southern side of the creek. To date, the Board and Council have been unsuccessful in negotiating the purchase of the creek land with all eight (8) of the property owners on the southern side of the creek, with no agreements in place to enter the land and/or commence construction.

As negotiations have been underway for some time, Notices of Intention to Acquire Land have now been served. It is expected that the Board will be ready to commence construction in March 2020 which will coincide with the timing of the land acquisition.

Council requested and have now been granted approval by the Minister for Transport, Infrastructure and Local Government, Stephan Knoll MP, to compulsorily acquire the creek land owned privately, to allow for the construction of the new stormwater culvert.

5. DISCUSSION

Proposed Development – Wilberforce Walk

In 2017 Council staff were informed about a possible significant development by Arcadian Property in the vicinity of Wilberforce Walk, and there have been ongoing discussions between Unley Council and Arcadian throughout 2018 and 2019 as the details of the development have evolved.

The proposed mixed use/medium density development by Arcadian and the works to be delivered under the SMP present an opportunity for the City of Unley to extend the existing Wilberforce shared pathway from Third Avenue through to Anzac Highway. This extension is in line with the Unley Development Plan.

The shared use path project will enable extension of the existing Wilberforce Walk to provide a crucial public open space greenway linkage and shared bicycle/pedestrian path connection through to Anzac Highway. The current privately owned, inaccessible and neglected open stormwater creek channel will be transformed into a generous greenway and shared path corridor in public ownership, offering passive surveillance and increased security along with significant landscaping and biodiversity opportunities.

The land forming part of the Arcadian development site and located to the northern side of the creek centre line is to be vested in the ownership of the City of Unley as part of the land division process and will contribute toward the open space contribution requirements of the development.

Access to the Land

There is some urgency involved in accessing the site for construction to commence. Ideally, construction will be finalised prior to the townhouse development on the adjoining Arcadian site being completed as this timing will benefit both the Project and Arcadian in terms of ease of access and associated cost-savings.

The Project's relationship with Arcadian will also greatly diminish if the Project is unable to complete the culvert construction in line with the townhouse development and this may impact upon security of tenure over the Arcadian owned land. The townhouses are due for completion in June/July 2020.

Gaining access to the land under the *Land Acquisition Act 1969*, (the Land Acquisition Act) carries procedural difficulties and a substantial risk of delay, which will result in the land not being accessible prior to the adjoining townhouse development being completed.

Under the provisions of the Land Acquisition Act, timing for access is likely to be at least seven (7) months from the date of service of Notice of Intention to Acquire Land documents.

Further advice has now indicated that the City of Unley and/or the Board (under delegation from the City of Unley) has powers under Schedule 1A of the Act to access the land for the purposes of delivering the works. The Stormwater Management Plan expressly contemplates "*the upgrade of Brown Hill Creek channel between Forestville Reserve and Anzac Highway*" and the construction and enhancement of flood mitigation works and "*visual aesthetic and amenity improvements for the benefit of the wider community.*"

Under Schedule 1A of the Act, a Council may "*for the purpose of taking action consistent with the provisions of an approved stormwater management plan*", do a broad range of things necessary to enter the land and construct the works, including to:

- a) enter and occupy any land;
- b) construct, maintain or remove any infrastructure;
- c) excavate any land;
- d) inspect, examine or survey any land and for that purpose:
 - i. fix posts, stakes or other markers on the land;
 - ii. dig trenches or sink test holes in the land to determine the nature of the top soil and underlying strata; and
 - iii. remove samples for analysis;
- e) alter water table levels, stop or reduce the flow of water in a watercourse, divert water flowing in a watercourse to another watercourse or control the flow of water in any other manner;
- f) hold water in a watercourse or by any other means;
- g) divert water to an underground aquifer, dispose of water to an underground aquifer or the sea, or deal with water in any other manner;
- h) deepen, widen or change the course of a watercourse or take action to remove any obstruction to the flow of water;
- i) undertake any other form of work (including work undertaken for the purposes of stormwater management or flood mitigation);
- j) undertake any testing, monitoring or evaluation; and
- k) undertake any other activity of a prescribed kind (none presently prescribed).

The powers under Section 1A of the Act can only be exercised with the intention that the infrastructure will be permanent if the creek land has first been acquired from the landowners under the Land Acquisition Act. Temporary works can however be undertaken on the land prior to acquisition.

Given construction of the flood mitigation infrastructure is to be delivered by the Board, a valid delegation will be required from the City of Unley to the Board under section 44 of the Act.

At such time that either the Board or Council exercise the powers described in Schedule 1A of the Act, reasonable notice must be provided of their intention to enter, or to enter and occupy the relevant privately-owned creek land to the owner of that land.

In summary, while acquisition must firstly occur before any permanent works can be carried out on the privately-owned creek land, the Act process described above will avoid the need to negotiate terms of possession under the Land Acquisition Act and will permit both the Board and Council to enter and occupy the land to construct permanent infrastructure, which will save time and money.

6. ANALYSIS OF OPTIONS

Option 1 –

That:

1. The report be received.
2. Council recognises that the project works identified as portion of Upper Brown Hill Creek (Area 1) of the Brown Hill Keswick Creek Stormwater Project have been expedited to allow for construction to be completed in conjunction with the adjoining Arcadian development.
3. Council provides the necessary delegation in accordance with Section 24, Division 6 in Schedule 1A of the *Local Government Act 1999*, to the Brown Hill and Keswick Creeks Stormwater Board pursuant to Section 44 of the *Local Government Act 1999* for construction activities to commence on site subsequent to the land being acquired.
4. Council provides the necessary delegation in accordance with Section 25, Division 6 in Schedule 1A of the *Local Government Act 1999*, to the Brown Hill and Keswick Creeks Stormwater Board pursuant to Section 44 of the *Local Government Act 1999* to give reasonable notice of its intention to enter, or to enter and occupy the relevant privately-owned creek land to the occupier of that land.

In order to ensure the successful delivery of the Project, and to realise the cost savings associated with bringing the project forward and aligning with the adjacent development, it is necessary to grant the Brown Hill Keswick Creeks Board the relevant delegations to enable access to the land and to commence construction.

Option 2 –

That:

1. The report be received.
2. Council does not grant the Brown Hill Keswick Creeks Stormwater Board delegation under section 44 of the *Local Government Act 1999* to invoke the powers 24 and 25, Division 6 in Schedule of 1A of the *Local Government Act 1999*.

If delegation is not granted, then the Project will be significantly delayed, increasing project costs and increasing the complexity for constructing the culverts. It also jeopardises the success of the Arcadian development.

7. RECOMMENDED OPTION

Option 1 is the recommended option.

8. POLICY IMPLICATIONS

Nil

8.1 Financial/Budget

- There is no cost to grant delegation to the Brown Hill Keswick Creeks Stormwater Board.
- The Brown Hill Keswick Creeks Stormwater Board has allocated \$2.665 million toward the Project.
- Council have an approved budget of \$800,000 for the Project and have received an additional \$610,000 from the Open Space Grant Programme, totalling \$1.410 million to deliver Council's agreed portion of the Project.

8.2 Legislative/Risk Management

- Failing to provide delegation to the Brown Hill Keswick Creeks Stormwater Board will increase the risk of cost and time blowouts for the Project and will jeopardise the Arcadian Development's ability to finish the Project and sell the properties and townhouses.

8.3 Staffing/Work Plans

- The Brown Hill Keswick Creeks Stormwater Board, via their Project Director, are managing the Project and there will be some involvement by Council staff which can be accommodated within current workloads.

8.4 Environmental/Social/Economic

- The rehabilitation work in the SMP includes the removal of woody weeds and other introduced species within the creek channel.
- The culvert solution will provide a landscaped shared pathway for the local community, providing a connection through to Anzac Highway.
- The risk of flooding will be greatly reduced in the locality, therefore reducing the potential damage to property caused by flooding.

8.5 Stakeholder Engagement

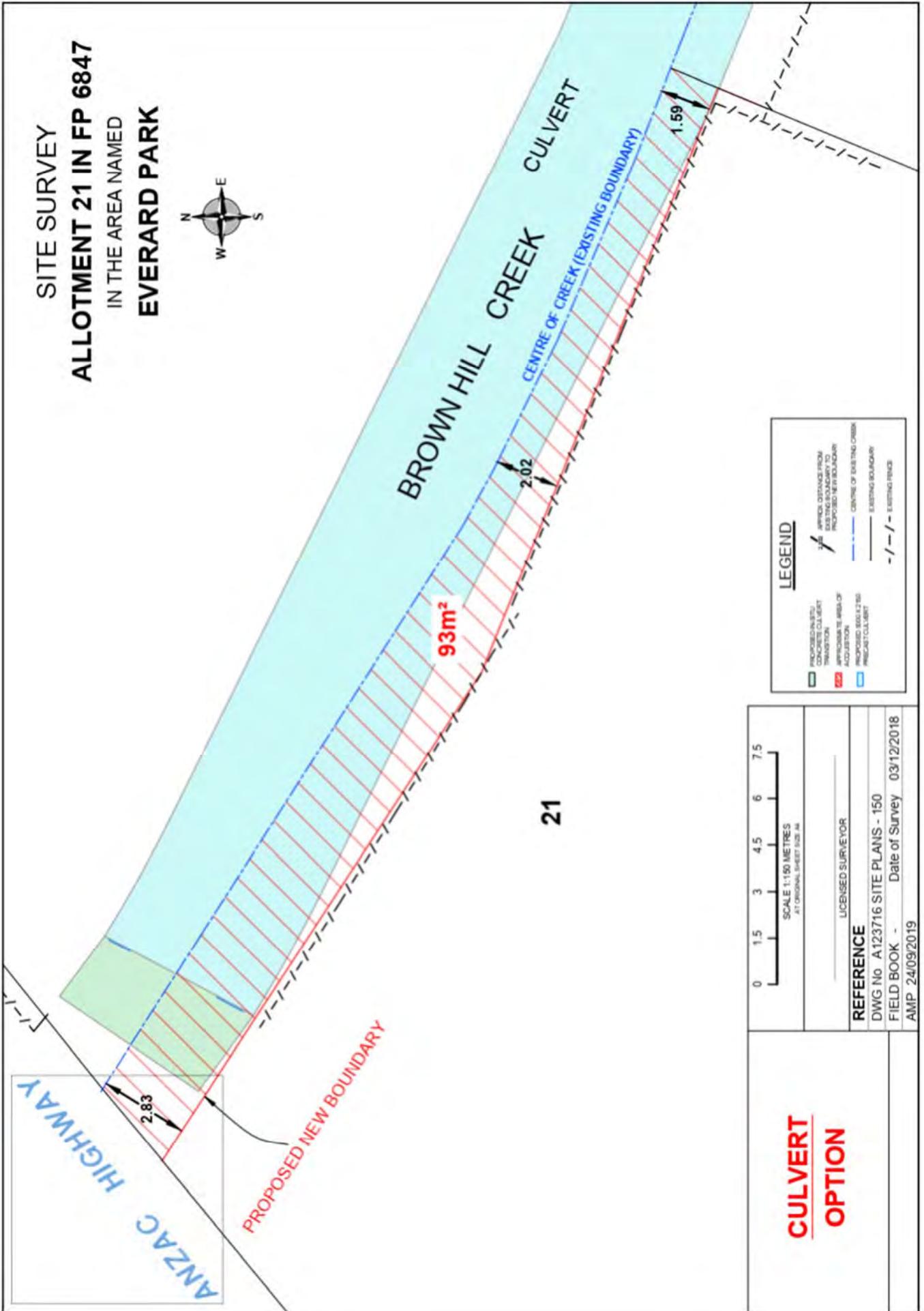
- Arcadian Property, the Executive Director of BHKC, and the BHKC Regional Subsidiary Board have been consulted.
- The affected properties owners have been consulted and negotiations are ongoing with regard to the land acquisition and compensation.

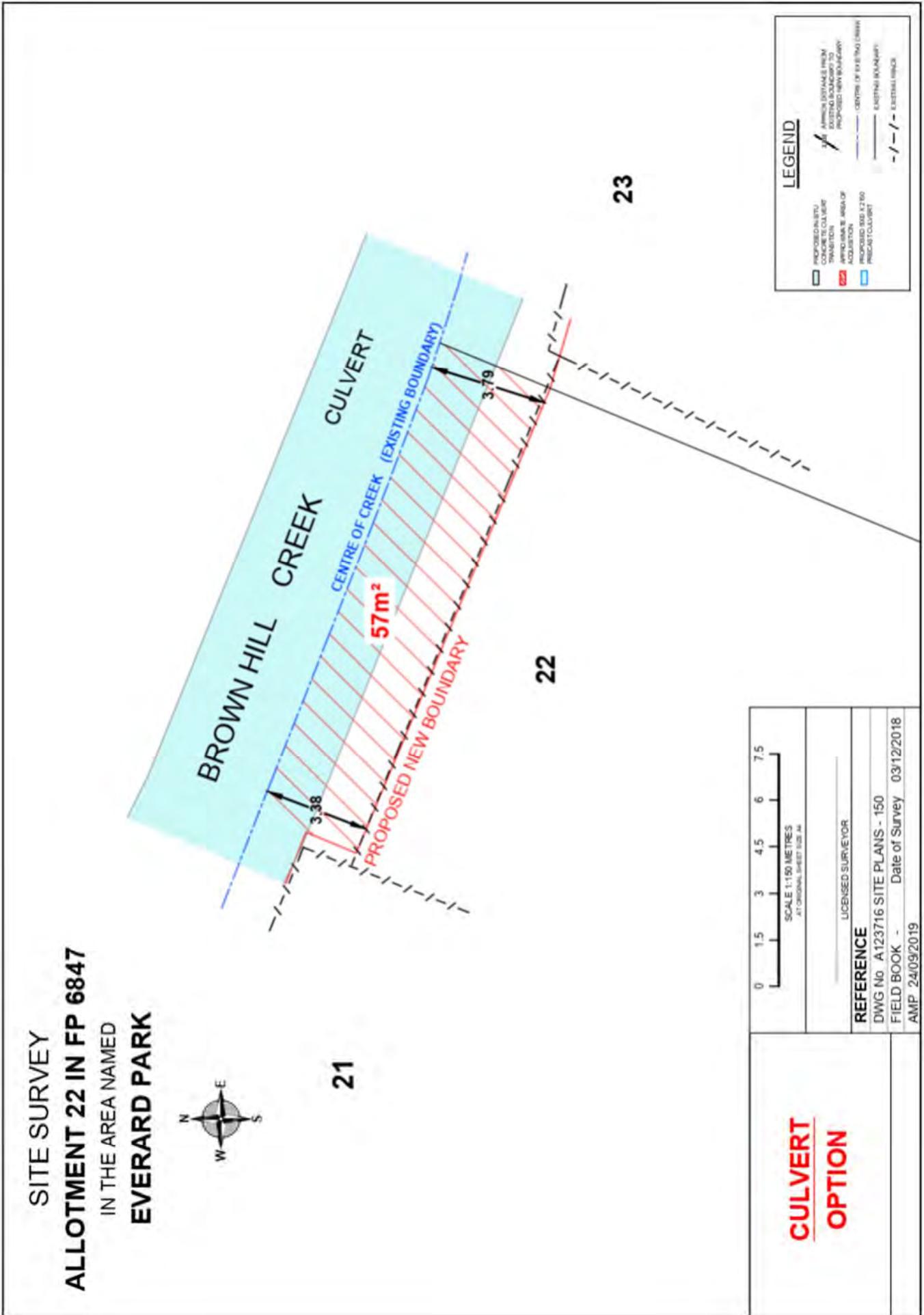
9. REPORT CONSULTATION

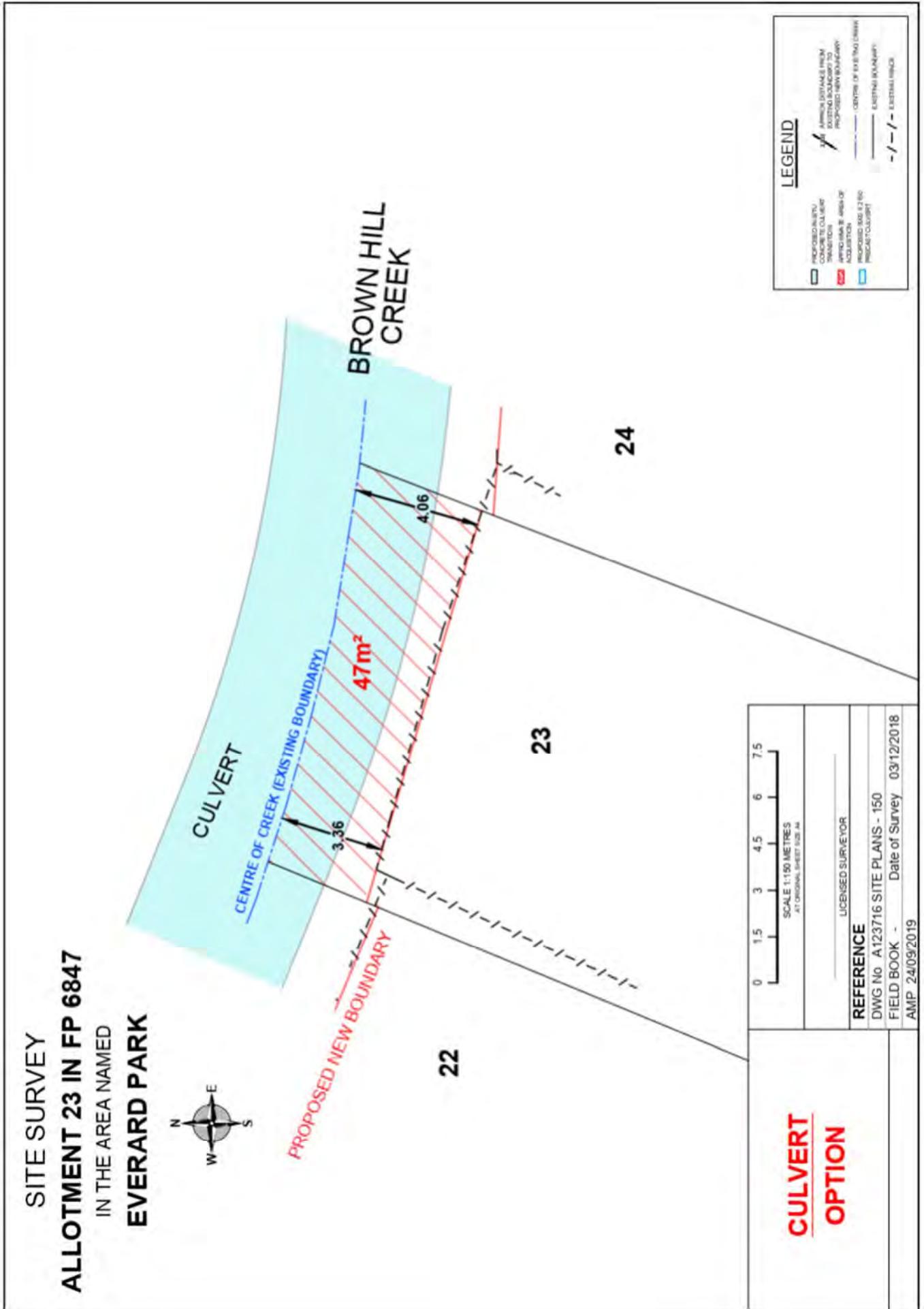
Strategic Assets, City Development, Planning, Finance and BHKC Executive Director have all been consulted.

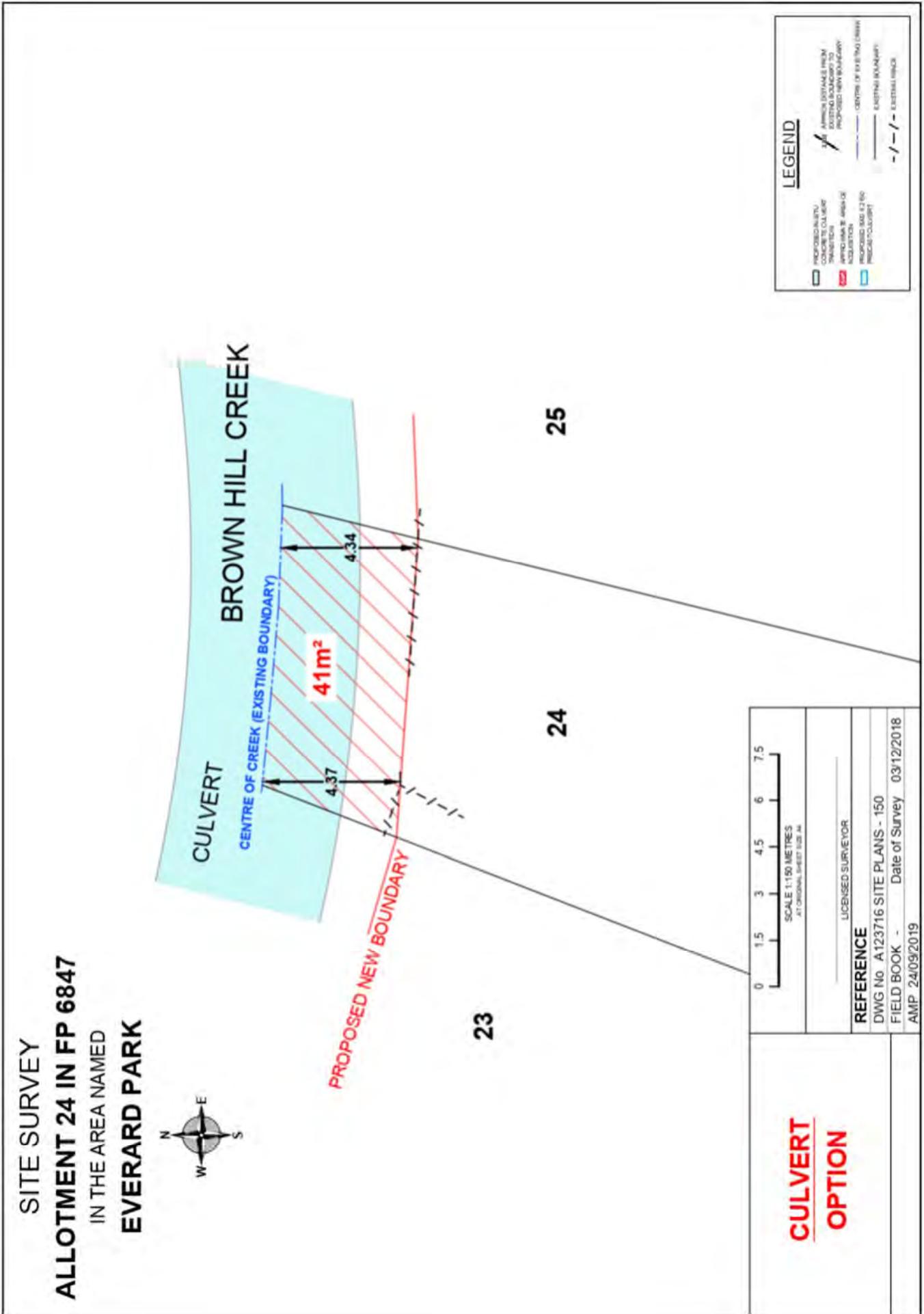
10. REPORT AUTHORISERS

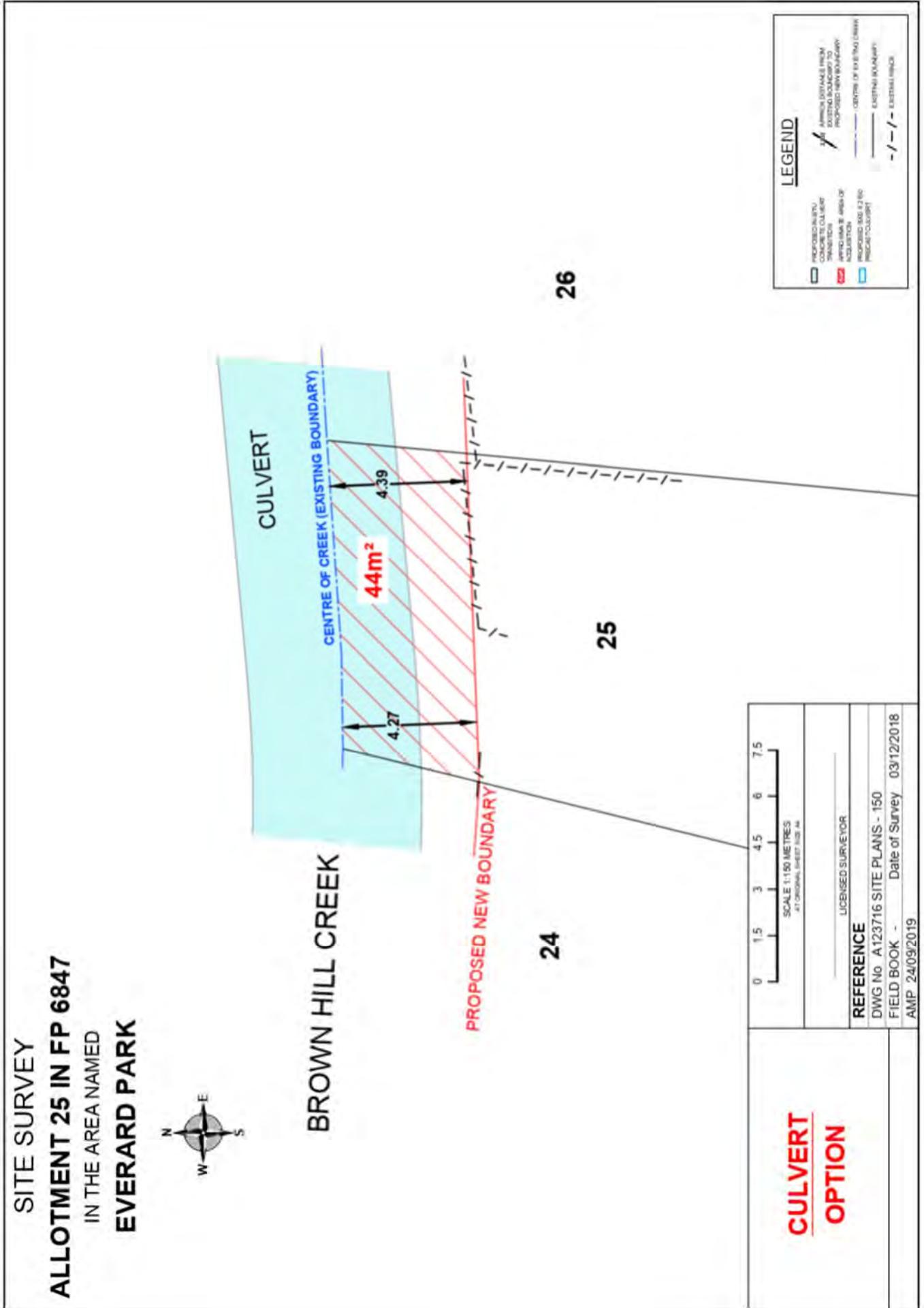
Name	Title
Claude Malak	General Manager City Development

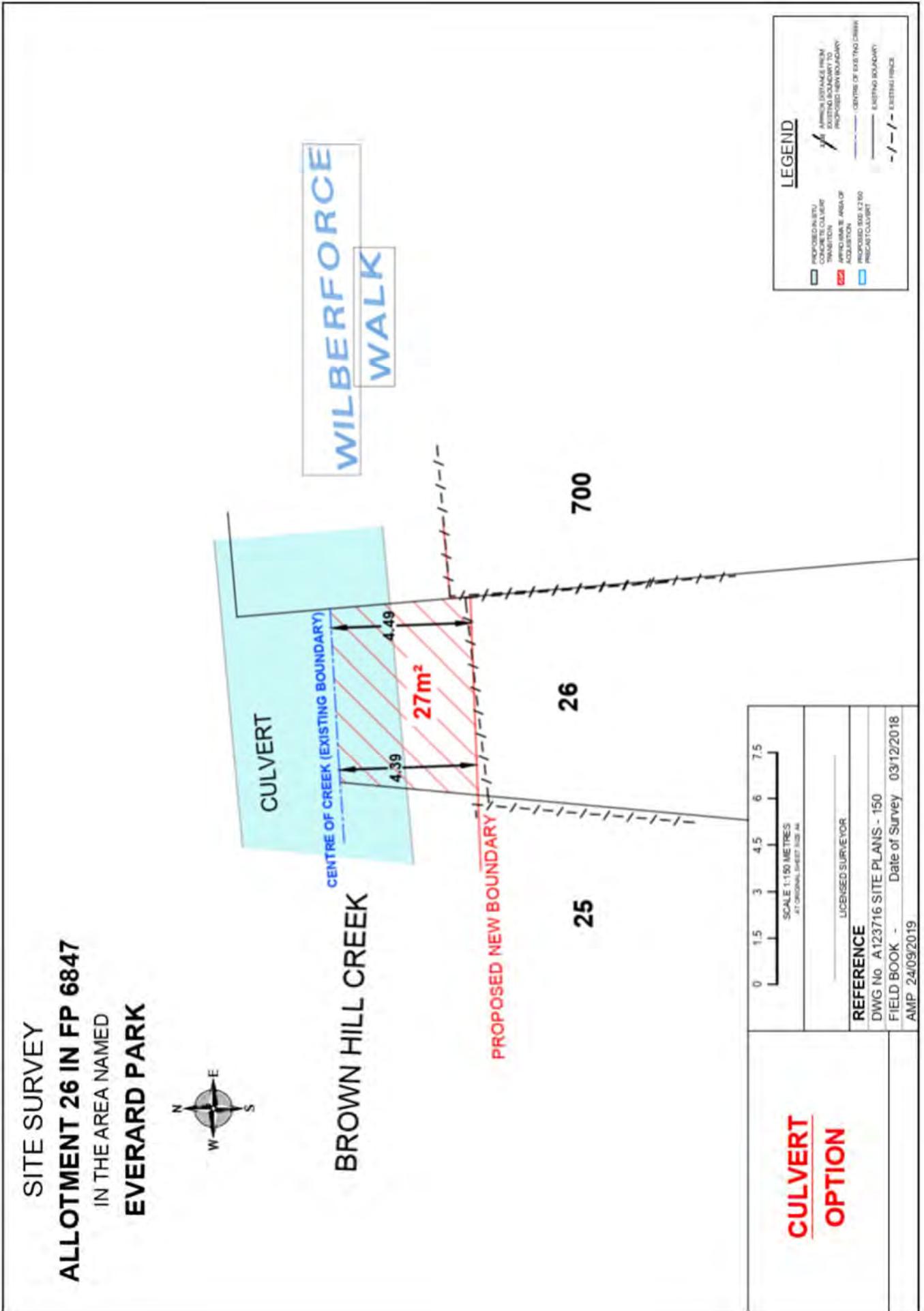


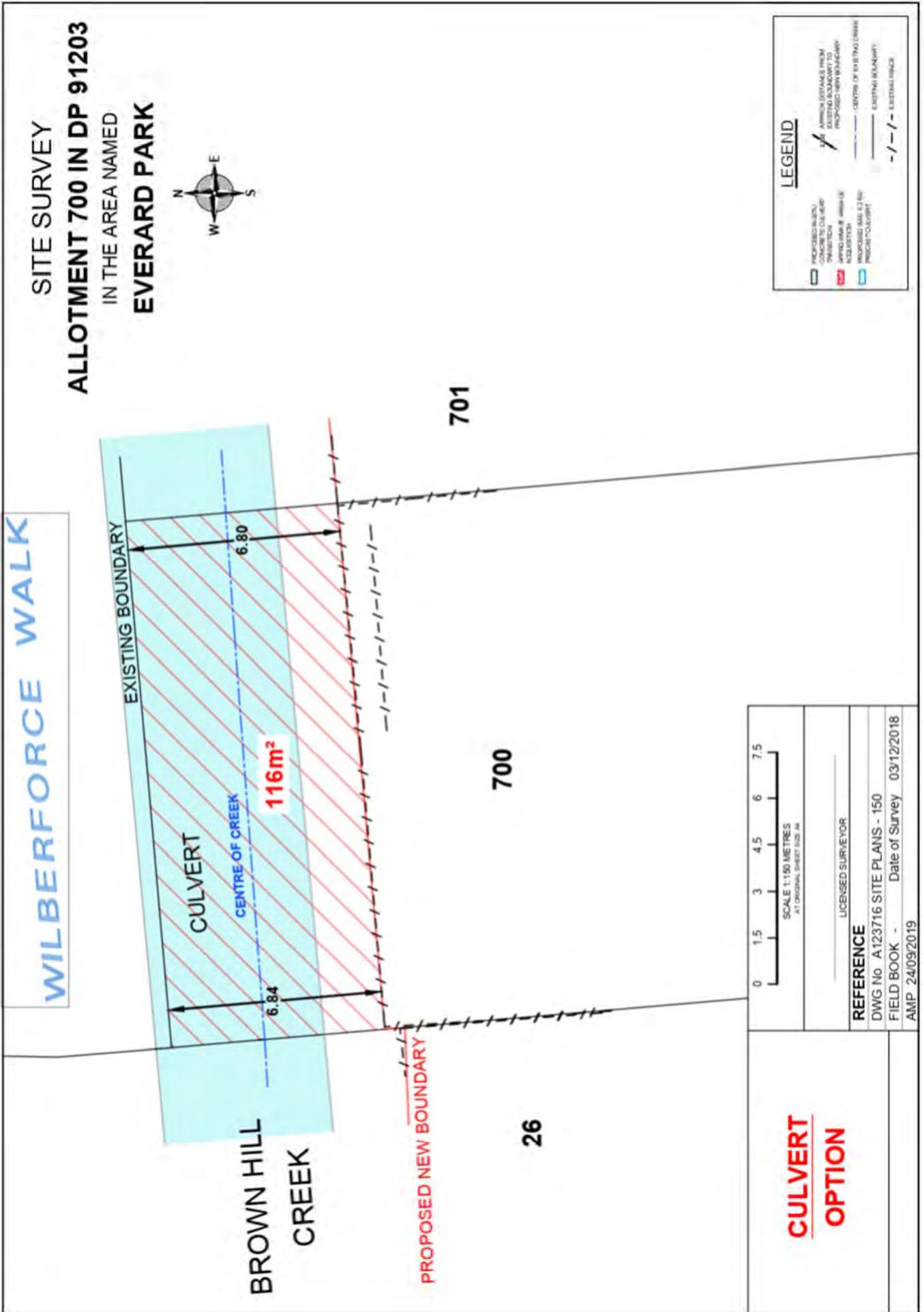


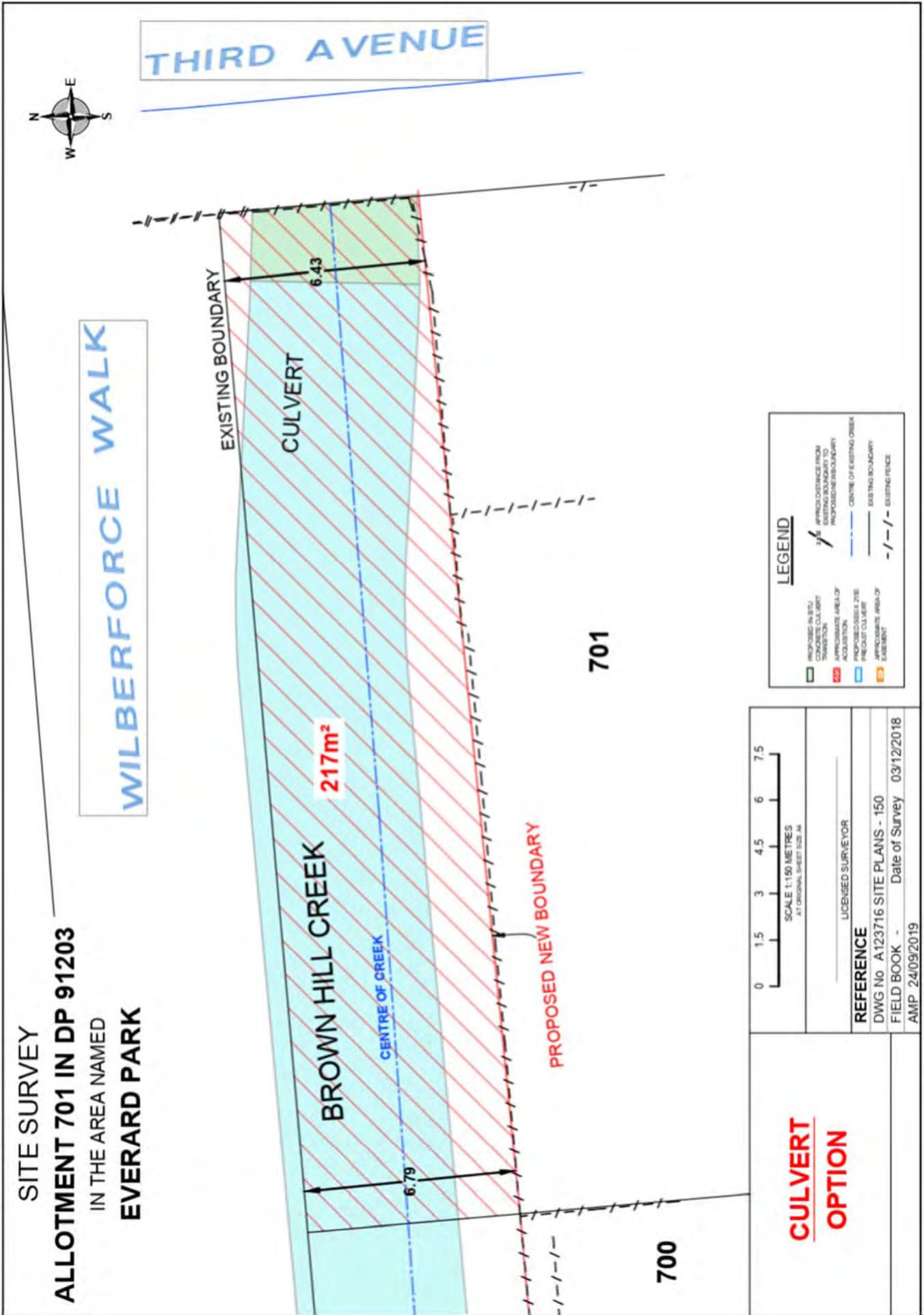












INFORMATION REPORT

REPORT TITLE:	FINANCE PERFORMANCE REPORT FOR THE PERIOD ENDING 30 SEPTEMBER 2019
ITEM NUMBER:	4.5
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	MICK WETHERALL
JOB TITLE:	ACTING MANAGER FINANCE & PROCUREMENT
ATTACHMENTS:	<ol style="list-style-type: none">1. ATTACHMENT 1 - OPERATING RESULTS (EXCLUDING PROJECTS)2. ATTACHMENT 2 - OPERATING PROJECTS3. ATTACHMENT 3 - CAPITAL PROJECTS4. ATTACHMENT 4 - OVERALL FUNDING STATEMENT

1. EXECUTIVE SUMMARY

This report highlights the year to date financial position for 2019-20 as at 30 September 2019.

Council's overall year to date result is favourable to budget by \$2.4M. Favourable variances relate to timing and include the following:

- Actual Operating Income being less than the forecast budget by \$25K;
- Actual Operating Expenditure being less than the forecast budget by \$3.2M;
- Net Expenditure for Operating Projects being less than budget by \$43K; and
- The net Expenditure for Capital Projects is \$1.2M less than expected. The main contributors being the Wilberforce Walk and King William Road Streetscape projects.

2. RECOMMENDATION

That:

1. The report be received.
-

3. RELEVANT CORE STRATEGIES/POLICIES

4. Civic Leadership

4.1 We have strong leadership and governance.

4. DISCUSSION

The purpose of this report is to inform Council of its financial performance compared to budget for the period ending 30 September 2019.

Funding Result Compared to Budget

	Actual YTD	Budget YTD	YTD Variance Fav/(Unfav)	YTD Variance	Full Year Revised Budget
	\$'000	\$'000	\$'000	%	\$'000
Operating income	43,765	43,790	(25)	-0.1%	49,431
Operating expenditure	8,093	11,288	3,196	28.3%	45,502
Funding surplus before Projects	35,672	32,502	3,171		3,929
Net expenditure - Operating projects	91	135	43	32.2%	1,020
Operating Surplus after Projects	35,581	32,367	3,214		2,909
Net expenditure - Capital projects	5,833	7,019	1,187	16.9%	22,604
Net Lending / (Borrowing) for Financial Year	29,748	27,351	2,398		(11,682)

Operating Income and Expenditure are \$3.2M favourable to budget at the end of September 2019. Further information is available in Attachment 1.

As the variances to budget are timing related it is expected that there are no budget concerns for operating or capital projects at this time.

Attachment 1

Statement of Financial Position

	September 2019 \$'000	June 2019 \$'000	Movement \$'000
Assets	550,950	532,673	18,277
Liabilities - Borrowings	(14,094)	(2,513)	11,581
Other Liabilities	(17,191)	(17,191)	0
Net Assets (Liabilities)	519,665	512,969	6,696

The movement in the Statement of Financial Position represents:

- An increase in Assets in recognition of the capital works program in place for the year.
- An overall increase in Borrowings scheduled to be drawn down to fund much of the capital works program for the year.

Cash Flow

31 September 2019 \$000	
Net Flows from Operating Activities	10,922
Net Flows from Investing Activities	(22,604)
Net Flows from Financing Activities	11,581
Net Change in Cash Position	(101)

A small decrease in Council's cash and cash equivalents is anticipated for the year.

Operating Results

Attachment 1

How well are we managing our Operating Income compared to Budget?	On Track
---	-----------------

Operating Projects

Attachment 2

How well are we managing our Operating Expenditure compared to Budget?	On Track
--	-----------------

Capital Projects

Attachment 3

How well are we managing our Operating Projects?	On Track
--	-----------------

Overall Funding Statement

Attachment 4

Overall, how well are we managing our Capital Works?	On Track
--	-----------------

The figures in this report have been rounded and consequently individual sub-totals, whilst being correct, may differ slightly from the sum of the rounded amounts.

5. ATTACHMENTS

- Attachment 1 – Operating Results (Excluding Projects)
- Attachment 2 – Operating Projects
- Attachment 3 – Capital Projects
- Attachment 4 – Overall Funding Statement

6. REPORT AUTHORISERS

Name	Title
Nicola Tinning	General Manager, Business Support & Improvement
Tami Norman	Executive Manager, Office of the CEO

OPERATING RESULTS (excluding Projects)

Attachment 1

How well are we managing our Operating Income compared to Budget?**On Track**

	Actual YTD \$'000	Budget YTD \$'000	YTD Variance Fav/(Unfav) \$'000	YTD Variance %	Full Year Revised Budget \$'000
Operating income					
Rates	42,452	42,327	125	0.3%	42,504
Statutory income	412	384	28	7.3%	1,547
User charges	411	350	61	17.3%	1,859
Grants, subsidies and contributions	258	490	(232)	-47.3%	2,558
Other income	233	239	(6)	-2.6%	964
Total Operating Income	43,765	43,790	(25)	-0.1%	49,431

Year to Date Result

Income is unfavourable by \$25K or 0.1% compared to budget year to date. Key contributing factors are as follows:

Rates \$125K favourable to budget due to the timing of the Separate Rates.

Statutory Income is favourable to budget by \$28K. This is due to increased revenue in Parking Control hoarding applications of \$55K, partially offset by decreased Animal Control revenues of \$28K for the period.

User Charges are \$61K favourable to budget due to an increase in expiation revenue of \$30K and an increase in Lease Rental income of \$28K..

Grants, subsidies and contributions are \$232K unfavourable to budget primarily due to the timing of the Financial Assistance Grant and the Roads to Recovery Grant.

The current larger reported variances relate to timing, there is no foreseeable concerns regarding the Annual Budget at this time.

OPERATING RESULTS (excluding Projects)

Attachment 1

How well are we managing our Operating Expenditure compared to Budget?**On Track**

	Actual YTD \$'000	Budget YTD \$'000	YTD Variance Fav/(Unfav) \$'000	YTD Variance %	Full Year Revised Budget \$'000
Operating expenditure					
Total Employment costs	4,193	4,699	506	10.8%	18,800
Materials, contracts and other expenses	3,899	4,413	513	11.6%	17,996
Depreciation and amortisation	2,003	2,003		0.0%	8,013
Finance costs	-	173	173	100.0%	693
Total Operating Expenditure	10,096	11,288	1,193	10.6%	45,502

Year to Date Result

A favourable expenditure variance of \$1.2M compared to budget. Key contributing factors are as follows:

Total Employment Costs are \$506K favourable due to vacancies across the organisation totalling \$914K (particularly in Finance representing \$236K) which will be partially offset by an increase in contract costs \$408K.

Materials, contracts and other expenses are \$513K favourable. These variances relate primarily to the timing of when invoices are received and processed compared to budget. Larger variances include:

- Waste Contract \$325K
- Maintenance contract costs \$187K

Finance Costs are \$173K favourable due to the timing in processing of transactional costs.

Forecast

The current reported variances relate to timing, there is no foreseeable concerns regarding the Annual Budget at this time.

OPERATING PROJECTS

Attachment 2

How well are we managing our Operating Projects?

On track

City of Unley Operating Projects as at September 2019				
	Actual YTD \$'000	Budget YTD \$'000	YTD Variance Fav/(Unfav) \$'000	Annual Budget \$'000
Income				
201919 - Events - Unley Gourmet Gala	(5)	-	5	-
202358 - Co-housing for Ageing Well	-	-	-	74
202722 - Arthur/Mary Streets Church Site and Precinct Urban Design An	11	-	(11)	15
202723 - Women's Suffrage	-	-	-	3
202738 - Norman Terrace Everard Park Regeneration	7	-	(7)	7
Income Total	13	-	(13)	99
Expenditure				
201919 - Events - Unley Gourmet Gala	(14)	(15)	(1)	(220)
202234 - Events - Tour Down Under	-	-	-	(73)
202358 - Co-housing for Ageing Well	0	-	-	(74)
202367 - Second Generation Street Tree Implementation (Year 1)	-	(19)	(19)	(75)
202559 - Events - Ignite Unley	-	-	-	(49)
202561 - Events - Zest Fest	0	(3)	(2)	(5)
202564 - Events - Event Attraction	-	-	-	(10)
202618 - Events - Fringe in Unley	-	-	-	(10)
202619 - Royal Adelaide Show Traffic Mgmt	-	(22)	(22)	(22)
202620 - Street Tree Watering Well Program	(10)	(10)	0	(40)
202622 - Unley City Wide Greening	-	-	-	(75)
202642 - Annual Events Calendar	-	(3)	(3)	(5)
202657 - 2017-18 Trader Event Sponsorship	(7)	(10)	(3)	(40)
202658 - Active Aging	(1)	-	1	(20)
202660 - Implementation of City Wide Park Tree Risk Assessment Audits	-	(6)	(6)	(25)
202661 - Reactive Footway Maintenance - Increased Level of Service	(25)	-	25	-
202679 - Event Storage	(3)	-	3	-
202704 - Planning System Reform Policy Update & Transition	-	(5)	(5)	(20)
202705 - All Connections to Unley Art Prize	-	-	-	(5)
202707 - City Wide Street Tree Risk Audit	(9)	-	9	-
202715 - Resilient East 2018-19 Projects	-	(3)	(3)	(10)
202716 - Event Support	-	-	-	(11)
202722 - Arthur/Mary Streets Church Site and Precinct Urban Design An	(11)	-	11	(15)
202723 - Women's Suffrage	(1)	-	1	(3)
202724 - Unley Civic Precinct Plan - Edmund Avenue Cottages	-	-	-	(30)
202725 - Accelerated Tree Planting Program (Tree Canopy)	-	-	-	(160)
202726 - Living With Trees Program	-	-	-	(25)
202734 - Planning Compliance Office	-	(17)	(17)	(67)
202735 - Clarence Park Community Centre	(10)	(10)	-	(10)
202736 - Rosefield Community Shed	(10)	(10)	-	(10)
202737 - Goodwood Community Centre - Staff Training	(3)	(3)	-	(3)
202738 - Norman Terrace Everard Park Regeneration	-	-	-	(7)
Expenditure Total	(104)	(135)	(30)	(1,119)
Net Operating Projects Expenditure	(91)	(135)	(43)	(1,020)

Income

- Operating project income is \$13K favourable to budget due to Arthur/Mary Street Church site and Norman Terrace Park Regeneration timing.

OPERATING PROJECTS

Attachment 2

Expenditure

Operating project expenditure is \$30K favourable.

Key projects contributing to timing variances include:

- \$19K Second Generation Street Tree Implementation
- \$22K Royal Adelaide Show Traffic Management
- \$17K Planning Compliance Office no costs incurred for contractor
- (\$25K) Reactive Footway Maintenance

Forecast

The current reported variances relate to timing there is no foreseeable concerns regarding the Annual Budget at this time.

CAPITAL PROJECTS

Attachment 3

How well are we managing our Capital Works?

On track

City of Unley Capital Works Summary as at September 2019				
	Actual YTD \$'000	Budget YTD \$'000	YTD Variance Fav/(Unfav) \$'000	1st Quarter Budget \$'000
Income Total	798	261	537	3,583
Expenditure				
NEW - New Capital	5,869	6,322	452	21,406
REPLACE - Replacement Capital	761	959	198	3,916
PROJDEL - Project Delivery	-	-	-	865
Expenditure Total	6,630	7,281	650	26,187
Net Capital Projects Expenditure	5,833	7,019	1,187	22,604

Capital Income

The majority of the \$537K favourable variance relates to:

- King William Road \$700k Roads to Recovery income received.
- Wilberforce Walk (\$153K) timing of grant.

New Capital Expenditure

New capital expenditure is \$452K favourable to budget as a result of timing:

- Unley Oval Grandstand Upgrade Design \$278K favourable
- LED Street Lighting \$153K favourable
- Wilberforce Walk \$353K favourable
- Leah Street Replace Failing Road (\$449K) unfavourable

Asset Replacement Expenditure

Replacement Capital Expenditure is \$198K favourable to budget:

- Major Plant Purchases \$250K will occur in January onwards.
- Management Overhead \$156K to be processed, Drains & Stormwater (\$110K), Reserves & Open Space (\$61K) timing

Forecast

The current reported variances relate to timing there is no foreseeable concerns regarding the Annual Budget at this time.

OVERALL FUNDING STATEMENT

Attachment 4

The City of Unley

Overall Funding Statement
for the year to date ended September 2019

	Actual YTD \$'000	Budget YTD \$'000	YTD Variance Fav/(Unfav) \$'000	YTD Variance %	Full Year Revised Budget \$'000
Operating income					
Rates	42,452	42,327	125	0.3%	42,504
Statutory income	412	384	28	7.3%	1,547
User charges	411	350	61	17.3%	1,859
Grants, subsidies and contributions	258	490	(232)	-47.3%	2,558
Other income	233	239	(6)	-2.6%	964
Total Operating Income	43,765	43,790	(25)	-0.1%	49,431
Operating expenditure					
Total Employment costs	4,193	4,699	506	10.8%	18,800
Materials, contracts and other expenses	3,899	4,413	513	11.6%	17,996
Depreciation and amortisation	-	2,003	2,003	100.0%	8,013
Finance costs	-	173	173	100.0%	693
Total Operating Expenditure	8,093	11,288	3,196	28.3%	45,502
Funding surplus/(deficit) before Projects	35,672	32,502	3,171		3,929
Project Summary					
Operating projects					
Income	13	48	(35)	-72.5%	99
Expenditure	104	183	78	42.9%	1,119
Net expenditure - Operating projects	91	135	43		1,020
Capital projects					
Income	798	261	537	205.5%	3,583
Expenditure	6,630	7,281	650	8.9%	26,187
Net expenditure - Capital projects	5,833	7,019	1,187		22,604
Total Operating projects and capital works program (net)	5,924	7,154	1,230	17.2%	23,624
Depreciation and amortisation	-	2,003	2,003	100.0%	8,013
Net Lending / (Borrowing) for Financial Year	29,748	27,351	2,398		(11,682)
Operating Surplus after Projects	35,581	32,367	3,214		2,909

The figures in this paper have been rounded and consequently individual sub-totals, whilst being correct, may differ slightly from the sum of the rounded amounts.

DECISION REPORT

REPORT TITLE:	FIRST QUARTER BUDGET REPORT 2019-2020
ITEM NUMBER:	4.6
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	MICK WETHERALL
JOB TITLE:	ACTING MANAGER FINANCE & PROCUREMENT
ATTACHMENTS:	<ol style="list-style-type: none">1. PROPOSED BUDGETED FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 20202. PROPOSED BUDGET REQUESTS - OPERATING3. PROPOSED BUDGET REQUESTS - CAPITAL4. PROPOSED ZERO BUDGET CHANGES

1. **EXECUTIVE SUMMARY**

Section 9(1) of the Local Government (Financial Management) Regulations 2011 requires Council to formally consider its Budget at least three times during the financial year.

This report presents the First Budget Review for the 2019-20 financial year for Council's consideration.

The proposed budget changes will:

- Decrease the budgeted Operating Surplus from \$3.04M to \$3.01M; and
- Reduce the Net Proceeds from Borrowings for the year from \$12.8M to \$11.6M.

The suite of proposed Budgeted Financial Statements is presented as Attachment 1.

2. **RECOMMENDATION**

That:

1. The report, including Attachments 1-4 be received.
2. The budget variations totalling \$1.22M (Attachments 1-4), for the First Quarter 2019-20 Budget Review be approved.

3. The revised budgeted Uniform Presentation of Finances reflecting a change in the budgeted Operating Surplus to \$3.01M, and a decrease in Net Borrowings to \$11.58M be adopted.

3. RELEVANT CORE STRATEGIES/POLICIES

4. Civic Leadership

4.1 We have strong leadership and governance.

4. BACKGROUND

The Local Government (Financial Management) Regulations 2011 require Council to formally consider its budget three times per year. This statutory requirement recognises the likelihood that events will occur that require, or offer opportunities for, changes to the budget during the year.

Council adopted its 2019-20 Annual Business Plan and Budget on 24 June 2019. At its meeting held 23 September 2019, Council adopted amendments to the original Budget, recognising that funds were required to be carried forward from 2018-19 to 2019-20 for incomplete works.

5. DISCUSSION

The Administration have now taken the opportunity to revise the budget at the completion of the first quarter of operations for 2019-20 and recommend a series of adjustments for Council's consideration. The adjustments are summarised as follows:

	\$'000
Operating Income & Expenditure	27
Capital Income & Expenditure	(1,249)
Total Budget Variations	(1,222)

First Quarter Budget Review Presentation

In accordance with Regulations, the Uniform Presentation of Finances showing the movements in the current and proposed budgets is shown as Attachment 1.

Attachment 1

Operating Budget Variations

The current 2019-20 Adopted Budget reflects a Net Operating Funding Surplus before Capital Revenue of \$3.04M. The proposed adjustments, listed below, will result in a decrease of \$.03 in the Operating Surplus to \$3.01M.

	\$'000
Current Adopted Budget Net Operating Surplus before Capital Revenue	3,038
Net Impact of First Quarter Budget Review Variations	(27)
First Quarter Budget Review Operating Surplus	3,011

Operating Budget Requests

There are several proposed budget variations involving operating income and expenditure. However, many are offsetting and have no impact on the projected Operating Surplus. These items have been listed in Attachment 2. The following items do not offset and will have a minor impact.

Net Decrease in Operating Income of \$8K

- An increase of \$8K for rate rebates which will result in a rate revenue reduction.

Net Increase in Operating Expenditure including Operating Projects of \$19K

- Increase to accommodate the recruitment costs for 2 new staff \$19K.

Attachment 2

Capital Budget Variations

The current 2019-20 adopted budget reflects a Net Outlay on Assets of \$19.65M. The proposed adjustments, detailed below, will decrease the Net Outlay on Assets to \$18.40M.

	\$'000
Current Budget Net Outlay on Existing Assets	3,812
Net Impact of First Quarter Budget Review Variations	0
First Quarter Budget Net Outlay on Assets	3,812

The adjustments to the current Capital Project Budget on New & Upgraded Assets is summarised as:

	\$'000
Current Budget Net Outlay on New & Upgraded Assets	19,653
Net Impact of First Quarter Budget Review Variations Decrease in Expenditure, King William Road funds	(1,249)
First Quarter Budget Net Outlay on Assets	18,404

The net decrease in capital expenditure on New and Upgraded Assets is due to the timing of work in progress and the timing of receiving an offsetting grant with respect to the King William Road Streetscape Project. The items have been listed in Attachment 3.

Attachment 3

Zero Balance Budget Variations

During the first quarter there have been further changes proposed to the Adopted Budget that relate to movements in income and expenditure categories that have a nil impact of the overall budget.

The more significant proposed adjustments relate to:

- Allocation of a resource to assist within the Records area \$20K to meet compliance requirements;
- Contribution under an endorsed Memorandum of Understanding to assist with French Market events; \$5K
- Reclassification of a rate rebate for Tabor College \$27K;
- Grant funding adjustments for the Home Modifications Program \$8.9k, Reboot Grant Program \$2.9K, Office for the Ageing Well Program \$73.5K and the Women's Suffrage Program \$3K.
- Other project expenditure adjustments to accommodate \$15K expense reimbursements for the Brethren site precinct design work, and for works in Norman Terrace \$7K.
- Capital –Grants, Income and Maintenance have been adjusted to meet funding for the Wilberforce Walk Greenway Link \$610K, Goodwood Community Park Upgrade \$53K, and King William Road Art \$120K. Funds have also been reallocated to accommodate works associated with relining the sewer at the Civic Centre \$43K, and \$10k contribution towards the lighting upgrade for the Hyde Park Croquet Club.

The schedule of proposed changes that have a zero impact on the 2019-20 Budget are provided in Attachment 4.

Attachment 4

Movements in Budgeted Borrowings

As a result of the proposed Budget Review changes, forecast borrowings have been revised marginally downwards to \$11.58M. Borrowings as at 30 June 2020 are estimated to be 14.09M.

Borrowings	Opening Balance	New Borrowings	Repayments	Closing Balance
CAD (Short Term Drawdown)	-		-	-
Current Fixed Term Borrowings	242	-	-	242
Non-Current Fixed Term Borrowings	2,271	11,581	-	13,852
Total	2,513	11,581	-	14,094

6. ANALYSIS OF OPTIONS

Option 1

1. The report, including Attachments 1-4 be received.
2. The budget variations totalling \$1.22M (Attachments 1-4), for the First Quarter 2019-20 Budget Review be approved.
3. The revised budgeted Uniform Presentation of Finances reflecting a change in the budgeted Operating Surplus to \$3.01M, and a decrease in Net Borrowings to \$11.58M be adopted.

There are no further options proposed.

7. RECOMMENDED OPTION

Option 1 is the recommended option.

8. POLICY IMPLICATIONS

There are no policy implications associated with this report.

9. REPORT CONSULTATION

All budget adjustments have been processed through the relevant Business Unit Managers and approved by the relevant General Manager of the Division

10. ATTACHMENTS

- Attachment 1 – Proposed Budgeted Financial Statements for the year ended 30 June 2020
- Attachment 2 – Proposed Budget Requests – Operating
- Attachment 3 – Proposed Budget Requests – Capital
- Attachment 4 – Proposed Zero Budget Changes

11. REPORT AUTHORISERS

Name	Title
Nicola Tinning	General Manager, Business Support & Improvement
Tami Norman	Executive Manager, Office of the CEO

Proposed Budgeted Uniform Presentation of Finances

For the year ended 30 June 2020

\$ '000	1st Quarter Budget Review
Income	49,533
less Expenses	(46,522)
Operating Surplus / (Deficit)	3,011
<i>less</i> Net Outlays on Existing Assets	
Capital Expenditure on Renewal and Replacement of Existing Assets	(4,538)
less Depreciation, Amortisation and Impairment	8,013
less Amounts Received Specifically for Replacement of Existing Assets	198
less Proceeds from Sale of Replaced Assets	140
Subtotal	3,812
<i>less</i> Net Outlays on New and Upgraded Assets	
Capital Expenditure on New and Upgraded Assets	(21,649)
less Amounts Received Specifically for New and Upgraded Assets	3,192
less Proceeds from Sale of Surplus Assets	53
Subtotal	(18,404)
Net Lending / (Borrowing) for Financial Year	(11,581)
Net Financial Liabilities at Beginning of Year	(14,242)
Decrease / (increase) in Other	-
Net Financial Liabilities at End of Year	(25,823)

The figures in this report have been rounded and consequently individual sub-totals, whilst being correct, may differ slightly from the sum of the rounded amounts.

Proposed Budgeted Statement of Comprehensive Income

For the year ended 30 June 2020

\$ '000	1st Quarter Budget Review
Income	
Rates	42,504
Statutory charges	1,547
User charges	1,859
Grants, subsidies and contributions	2,558
Asset Disposal	-
Investment Income	12
Reimbursements	301
Other income	651
Operating Projects	99
Net gain - joint ventures & associates	102
Total Income	49,632
Expenses	
Employee Costs	18,125
Materials, contracts & other expenses	18,672
Depreciation, amortisation & impairment	8,013
Finance costs	693
Net loss - joint ventures & associates	-
Operating Projects	1,119
Total Expenses	46,621
Operating Surplus / (Deficit)	3,011
Asset disposal & fair value adjustments	193
Amounts received specifically for new, upgraded assets or replacement assets	3,390
NET SURPLUS / (DEFICIT)	6,594
Other Comprehensive Income	
Share of other comprehensive income - joint ventures and associates	-
Total Other Comprehensive Income	-
Total Comprehensive Income	6,594

Proposed Budgeted Statement of Financial Position

For the year ended 30 June 2020

\$ '000	1st Quarter Budget Review
ASSETS	
Current Assets	
Cash and cash equivalents	2,771
Trade & other receivables	2,681
Other financial assets	2
Total Current Assets	5,454
Non Current Assets	
Financial Assets	8
Equity accounted investments in Council businesses	17,032
Infrastructure, Property, Plant & Equipment	528,455
Total Non-current Assets	545,496
TOTAL ASSETS	550,950
LIABILITIES	
Current Liabilities	
Trade & Other Payables	13,104
Borrowings - Short Term Draw Down	-
Borrowings Fixed Term	242
Provisions	3,730
Total Current Liabilities	17,076
Non-current Liabilities	
Borrowings	13,852
Provisions	357
Other Non-current Liabilities	-
Total Non-current Liabilities	14,209
TOTAL LIABILITIES	31,285
Net Assets	519,665
EQUITY	
Accumulated Surplus	153,698
Asset Revaluation Reserves	365,711
Other Reserves	256
TOTAL EQUITY	519,665
NET FINANCIAL LIABILITIES	25,823

Proposed Budgeted Statement of Cash Flows

For the year ended 30 June 2020

\$ '000	1st Quarter Budget Review
Cash Flows from Operating Activities	
<u>Receipts</u>	
Operating Receipts	49,518
Investment Receipts	12
<u>Payments</u>	
Operating payments to suppliers & employees	(37,915)
Finance Payments	(693)
Net Cash provided by (or used in) Operating Activities	10,922
Cash Flows from Investing Activities	
<u>Receipts</u>	
Amounts specifically for new or upgraded assets	3,192
Amounts received specifically for Replacement of Existing Assets	198
Proceeds from Sale of Surplus Assets	53
Sale of replaced assets	140
Repayments of loans by community groups	-
<u>Payments</u>	
Expenditure on renewal/replacement of assets	(4,538)
Expenditure on new/upgraded assets	(21,649)
Net Purchase of Investment Securities	-
Capital Contributed to Equity Accounted Council Businesses	-
Net Cash provided by (or used in) Investing Activities	(22,604)
Cash Flows from Financing Activities	
<u>Receipts</u>	
Proceeds from borrowings	11,581
<u>Payments</u>	
Repayments of borrowings	-
Net Cash provided by (or used in) Financing Activities	11,581
Net Increase/ (Decrease) in cash held	(102)
plus: Cash & cash equivalents at beginning of period	2,771
Cash & cash equivalents at end of period	2,669

Proposed Budgeted Statement of Changes in Equity
For the year ended 30 June 2020

\$ '000	Accumulated Surplus	Asset Revaluation Reserve	Other Reserves	Total Equity
2020				
Balance at end of previous reporting period	147,002	365,711	256	512,969
a. Net Surplus / (Deficit) for Year	6,492	-	-	6,492
b. Other Comprehensive Income				
- Gain (Loss) on revaluation of I,PP&E	-	-	-	-
- Share of OCI - Equity Accounted Council Businesses	102	-	-	102
Other Comprehensive Income	102	-		102
Total Comprehensive Income	6,594	-		6,594
Balance at end of period	153,698	365,711	256	519,665

Proposed Budgeted Financial Indicators
 For the year ended 30 June 2020

\$ '000	1st Quarter Budget Review
Operating Surplus Ratio	6.1%
Net Financial Liabilities Ratio	52%
Asset Sustainability Ratio - Current Year based on Estimated Asset Depreciation	55%

Item 4.6 - Attachment 2 - Proposed Budget Requests - Operating

Operating Income

Cost Centre/ Project	Description	Uniform Presentation Category	Amount \$ Increase/ (Decrease)	Comment
1132	Rates Administration	Rates Rebates Discretionary	8,284	Provide new rebate for Latvian Co-Operative Ltd and other minor adjustments
Total Requests to Operating Income Increase			8,284	

Operating Expenditure

Cost Centre/ Project	Description	Uniform Presentation Category	Amount \$ Increase/ (Decrease)	Comment
1180	Finance	General recruitment Costs	18,550	Accommodate on-boarding costs for 2 new finance staff
Total Requests to Operating Expenditure Increase			18,550	
Total Operating Surplus			26,834	

Item 4.6 - Attachment 3 - Proposed Budget Requests - Capital

Capital Expenditure - New or Upgraded Assets

Cost Centre/ Project	Description	Uniform Presentation Category		Amount \$ Increase/ (Decrease)	Comments
202699	KW Road	Contracts Maintenance	Capital Expenditure	(1,949,365)	Reduction due to BMD funds paid in June
202699	KW Road	Contracts Maintenance	Capital Income	700,000	Special Local Roads grant received
Total Requests to Capital Project Expenditure Decrease				(1,249,365)	

Item 4.6 - Attachment 4 - Proposed Zero Budget Changes

Zero Budget Requests

Cost Centre/ Project	Description	Uniform Presentation Category		Amount \$ Increase/ (Decrease)	Comment
1100	Office of CEO	Consultants	Operating Expenditure	(20,000)	Offset to corresponding activities.
1103	Records	Consultants	Operating Expenditure	20,000	Resource to assist within the Records area with the documentation of procedures and development of a New Business Classification system.
1100	Office of CEO	Consultants	Operating Expenditure	(5,000)	Alliance Française d'Adelaide MOU Year 1: balance of funds
1447	Community Events Sponsorship Programme	Contributions - Council	Operating Expenditure	5,000	Council endorsed an MoU with Alliance Francais for their French Market events.
1132	Rates Administration	Rates Rebates Education	Operating Income	(27,022)	Decrease to recognise the transfer of rebate for Tabor College
1132	Rates Administration	Rates Rebates Discretionary	Operating Income	27,022	Increase to accommodate the transfer of a rebate for Tabor College
1555	Home Modifications	Grants - DCSI	Operating Income	(8,924)	Department of Health provided a Deed of Variation to deliver services under the Commonwealth Home Support Programmd for Home Modifications
1555	Home Modifications	Contracts - Purchase Services	Operating Expenditure	8,924	Offset to corresponding activities.
1631	Friends of the Museum	Other Income	Operating Income	(4,166)	Fundraising raised by the community
1631	Friends of the Museum	General Program	Operating Expenditure	4,166	Offset to corresponding activities.
1643	Reboot Grant	Other Income	Operating Income	(2,850)	Grant for library Good Things for Foundation
1643	Reboot Grant	General Program Expenses	Operating Expenditure	2,850	Grant for library Good Things for Foundation
Zero Budget				-	

Zero Operating Projects Budget Requests

Cost Centre/ Project	Description	Uniform Presentation Category		Amount \$ Increase/ (Decrease)	Comment
202358	Office for the Ageing Well	Grants Other	Operating Income	(45,000)	Grant received in May
202358	Office for the Ageing Well	Other Contributions	Operating Income	(28,540)	Project contribution received in May
202358	Office for the Ageing Well	Contracts - Maintenance	Operating Expenditure	73,540	Offset to corresponding activities.
202722	Arthur/Mary Streets Church Site and Precinct Urban Design	Other Income	Operating Income	(15,000)	Increase in income for the Urban Design Study encompassing the Brethren site and receiving funding from DPTI and Gospel Trust.
202722	Arthur/Mary Streets Church Site and Precinct Urban Design	Contracts - Maintenance	Operating Expenditure	15,000	Offset to corresponding activities.
202723	Women's Suffrage	Grants Other	Operating Income	(3,197)	Grant from the Office for Women to celebrate the 125th Anniversary of Women's Suffrage
202723	Women's Suffrage	General Program Expenses	Operating Expenditure	3,197	Offset to corresponding activities.
202738	Norman Terrace Everard Park	Other Income	Operating Income	(7,000)	Increase in income for stage 1 payment for prior Statement of Intent for the Development Plan Amendment
202738	Norman Terrace Everard Park	Contracts - Maintenance	Operating Expenditure	7,000	Offset to corresponding activities.
Zero Operating Budget				-	

Zero Capital Projects Budget Requests

Cost Centre/ Project	Description	Uniform Presentation Category		Amount \$ Increase/ (Decrease)	Comment
202699	King William Road	Contracts - Maintenance	Operating Expenditure	(120,000)	Work was to be undertaken by BMD contract
202757	KW Road Art	Contracts - Maintenance	Operating Expenditure	120,000	Standalone deliverable project for KW Road Art
202754	Asbestos Removal Program	Contracts - Maintenance	Operating Expenditure	(52,645)	Works will commence for the Low to Medium locations later in the year
202758	Sewer Reline Civic Centre	Contracts - Maintenance	Operating Expenditure	42,645	Civic Centre to have the sewer line upgraded
202758	Unley Park Sports Club	Contracts - Maintenance	Operating Expenditure	10,000	Hyde Park Croquet Lighting Upgrade
202729	Wiberforce Walk Greenway Link	Grants Capital	Operating Income	(€10,000)	Increase approved funding from Minister of Planning
202729	Wiberforce Walk Greenway Link	Contracts Maintenance	Operating Expenditure	€10,000	Offset to corresponding activities.
205015	Goodwood Community Park Upgrade	Other Income	Operating Income	(53,195)	Construction works underway in September
205015	Goodwood Community Park Upgrade	Contracts Maintenance	Operating Expenditure	53,195	Offset to corresponding activities.
Zero Capital Budget				-	

DECISION REPORT

REPORT TITLE:	REVIEW OF POLICIES
ITEM NUMBER:	4.7
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	DALLIS VON WALD
JOB TITLE:	PRINCIPAL GOVERNANCE OFFICER
ATTACHMENTS:	<ol style="list-style-type: none">1. LAND UNDER ROADS POLICY (VERSION 4)2. KERBSIDE WASTE & RECYCLING COLLECTION SERVICE POLICY (VERSION 3)3. ASSET MANAGEMENT POLICY (VERSION 2)4. CONSTRUCTION OF CROSSING PLACES & STORMWATER PIPES TO PROPERTIES POLICY (VERSION 4)

1. **EXECUTIVE SUMMARY**

Under the *Local Government Act 1999*, Council is required to review all Statutory and Council policies within 12 months of an election. The policies attached to this report have been recently reviewed and are proposed for endorsement by Council.

In evaluating the Policies, Council should consider whether the Policies are appropriate to endorse as presented; whether revisions are required to the Policy; or whether the Policy is no longer required and therefore should be revoked.

2. **RECOMMENDATION**

That:

1. The report be received.
2. The following policies (set out as Attachments 1 to 4 to Item 4.7 Council Meeting 09/12/2019) be adopted:
 - 2.1 Land Under Road Policy (Version 4)
 - 2.2 Kerbside Waste & Recycling Policy (Version 3);
 - 2.3 Asset Management Policy (Version 2); and
 - 2.4 Construction of Crossing Places & Stormwater Pipes to Properties Policy (Version 4).

3. That the CEO be authorised to make amendments of a minor and/or technical nature.
-

3. RELEVANT CORE STRATEGIES/POLICIES

4. Civic Leadership

4.1 We have strong leadership and governance.

4. BACKGROUND

Under the *Local Government Act 1999*, Council is required to review all Statutory and Council Policies within 12 months of an election.

Statutory Policies are those that are required under legislation.

Council Policies are policies or procedures that set the strategic tone of Council on matters that significantly impact on the community in some way. These policies must be adopted in the first instance, or endorsed following review, by Council.

The requirement for a Council policy will be triggered when an officer, Elected Member(s) or stakeholder has identified:

- (a) a need for a Program Policy (e.g. Community Grants Program); or
- (b) a need to specify how Council will respond in specific situations.

Council Policies relate to a specific program, initiative or issue, and may affect a range of functions within Council's service delivery.

The following policies have been reviewed and are being proposed for Council endorsement:

- Land Under Road Policy (Version 4)
- Kerbside Waste & Recycling Policy (Version 3);
- Asset Management Policy (Version 2); and
- Construction of Crossing Places & Stormwater Pipes to Properties Policy (Version 4).

Policies included with this report have been circulated to Elected Members for comment, prior to presentation to Council.

5. DISCUSSION

COUNCIL POLICIES

5.1 Land Under Roads Policy

Council owns the land under which public roads are constructed. As this land is not easily valued or has very little to no value, the Land Under Roads Policy provides the basis for Council consistently applying the value of the land in its' annual financial statements.

For an asset to be recognised, its fair value must be able to be reliably measured. Council is of the opinion that this cannot be achieved. In the absence of the ability to reliably measure the value the asset will not be recognised.

There have been minimal changes between this version of the Policy and the last beyond being updated to reflect the current format and position titles.

Attachment 1

5.2 Kerbside Waste & Recycling Policy

The City of Unley is required to provide a kerbside waste service for general waste, recycling and green organics for the benefit of our community. Through the implementation of the Kerbside Waste & Recycling Policy, Council will provide a kerbside waste and recycling collection service to all separate rateable assessments, consisting of:

- Weekly garbage collection
- Fortnightly recyclables collection
- Fortnightly green organics collection
- Hard refuse

There have been minimal changes between this version of the Policy and the last beyond being updated to reflect the current format and position titles.

Attachment 2

5.3 Asset Management Policy

As custodian of community assets, the City of Unley will apply a transparent and consistent approach to asset management, to ensure all existing and newly created assets are maintained to remain fit for purpose at an agreed service level, and to maximise their lifecycle at minimal cost.

The Asset Management Policy relates to all infrastructure assets owned and managed by Council such as roads, footpaths, signs, lighting, kerbs, traffic management devices, drainage, bridges, buildings, structures, street and park furniture, open space and reserves and playgrounds. It will also provide high-level guidance to Council and its officers in order to develop and implement the asset management plans and the asset management strategy.

The Policy has been merged into the new format and rearranged for ease of understanding. There have not been any significant changes to affect the implementation of this Policy.

Attachment 3

5.4 Construction of Crossing Places & Stormwater Pipes to Properties Policy

The purpose of the Construction of Crossing Places & Stormwater Pipes to Properties Policy is to provide consistent, transparent, equitable and efficient guidelines for the installation and alteration of vehicle crossings and stormwater pipes from properties in accordance with the *Local Government Act 1999*.

To streamline the Policy, there have been a number of changes which include deletions of some content with the addition of new content. The Policy has also been updated to reflect the current format and position titles.

Attachment 4

6. ANALYSIS OF OPTIONS

Option 1 –

1. The report be received.
2. The following policies (set out as Attachments 1 to 4 to Item 4.7, Council Meeting 09/12/2019) be adopted:
 - 2.1 Land Under Road Policy (Version 4)
 - 2.2 Kerbside Waste & Recycling Policy (Version 3);
 - 2.3 Asset Management Policy (Version 2); and
 - 2.4 Construction of Crossing Places & Stormwater Pipes to Properties Policy (Version 4).
3. That the CEO be authorised to make amendments of a minor and/or technical nature.

This option will finalise the above policies for implementation. Statutory and Council Policies are published to the City of Unley website once finalised.

Option 2 –

1. The report be received.
2. Subject to the amendments set out below, the policies (included as Attachments 1 to <00> to Item 4.7, Council Meeting 09/12/2019) be adopted:
 - 2.1 <00> (version <00>);

[insert amendments required or delete if not required]

Council may wish to request amendments to the Policies. If this is the case, the amendments should be articulated as part of the resolution.

Alternatively, Council may wish to have further work undertaken on particular policies prior to endorsement. If that is the case, these policies should be listed as a Part 3 to the resolution, in the following manner:

3. The following policies (set out as Attachment X, etc to Item 4.7, Council Meeting 09/12/2019) be further amended and returned to Council for endorsement:
 - 3.1 [insert policy name]
 - 3.2 [etc]

Finally, Council may wish to revoke any of the Council policies proposed for endorsement. In making a decision to revoke a Council Policy, Council should consider any impact on current services/processes. Should Council wish to revoke any of the policies included in this report, these should be listed as a separate part to the resolution in the following manner:

4. The following policies (set out as Attachment X etc to Item 4.7, Council Meeting 09/12/2019) be revoked:
 - 4.1 [insert policy name]
 - 4.2 [etc]

7. **RECOMMENDED OPTION**

Option 1 is the recommended option.

8. **POLICY IMPLICATIONS**

8.1 **Legislative/Risk Management**

- Council is required to review and endorse all Statutory and Council Policies within 12 months of an election, ending November 2019.

9. **REPORT CONSULTATION**

The policy review has been conducted by officers within the relevant Council business unit and the Executive Management Team has subsequently reviewed the policies prior to inclusion in the Council Agenda.

In addition, the revised policies were forwarded by email for review by the Elected Members, prior inclusion in this report for Council.

Requests for amendments were received from Elected Members in relation to the Car Parking Contributions Fund Policy, and these requests were minor in nature and were actioned prior to the inclusion of the policy in this report.

10. **REPORT AUTHORISERS**

Name	Title
Tami Norman	Executive Manager, Office of the CEO



COU0009: LAND UNDER ROADS POLICY

Policy Type:	Strategic
Responsible Department:	City Development
Responsible Officer:	Manager Strategic Assets
Related Policies and Procedures	<ul style="list-style-type: none"> Processes relating to Annual Financial Statements
Community Plan Link	<i>Civic Leadership</i> 4.1 We have strong leadership and governance
Date Adopted	28 May 2012: C420/12
Last review date	9 December 2019: C<00>/19
Next review date	December 2022
Reference/Version Number	COU009: Version 4
ECM Doc set I.D.	1732302

1. PREAMBLE

1.1. Council owns the land under which public roads are constructed. As this land is not easily valued or has very little to no value, this policy is to ensure Council consistently applies the value of the land in its' annual financial statements.

2. SCOPE

2.1. For an asset to be recognised its fair value must be able to be reliably measured. Council is of the opinion that this cannot be achieved. In the absence of the ability to reliably measure the value the asset will not be recognised.

3. POLICY PURPOSE/OBJECTIVES

3.1. AASB 1051.8 permits an entity to elect to recognise, or not to recognise, land under roads that were acquired before 30 June 2008. AASB 1051.9 requires that an entity makes a final election under paragraph 8 as at the first reporting period following 30 June 2008.

4. ROLES AND RESPONSIBILITIES

- 4.1. This Policy will be administered on behalf of Council by the:
- General Manager City Development
 - Manager Strategic Assets
 - Manager Finance & Procurement

5. POLICY STATEMENT

- 5.1. Council elects not to recognise land under roads as an asset for valuation purposes in the annual financial statements.
- 5.2. This Policy is to be administered by the finance team when preparing Council's financial statements.
- 5.3. Council will acknowledge this Policy in the Annual Financial Statements under Note 1, from 1 July 2008.

6. POLICY DELEGATIONS

- 6.1. Full information about the sub-delegated powers and duties is contained in the Council Delegations Register.

7. LEGISLATION

- AASB 1053 Land Under Roads (expired 30 June 2008)
- AABB 1051 Land Under Roads (came into effect 1 July 2008)
- Model Set of Financial Statements

8. AVAILABILITY OF POLICY

- 8.1. The Policy is available for public inspection during normal office hours at:
 The Civic Centre,
 181 Unley Road, Unley SA 5061.
 A copy may be purchased for a fee as determined annually by Council.
 It is also available for viewing, download and printing free of charge from the Council's website www.unley.sa.gov.au.

9. DOCUMENT HISTORY

Date	Ref/Version No.	Comment
1 July 2008	- (V1)	
24 May 2010	C655/10 (V2)	
28 May 2012	C420/12 (V3)	
9 December 2019	C<00>/19 (V4)	



COU0030: KERBSIDE WASTE & RECYLING COLLECTION SERVICE POLICY

Policy Type:	Administration Policy
Responsible Department:	City Development
Responsible Officer:	Manager Strategic Assets
Related Policies and Procedures	<ul style="list-style-type: none"> • Environmental Policy • Service Procedures and contracts
Community Plan Link	<i>Environmental Stewardship</i> 2.2 Excellence in waste management is achieved through avoidance, re-use and diversion
Date Adopted	23 August 2010: C717/10
Last review date	9 December 2019: C<00>/19
Next review date	December 2022
Reference/Version Number	COU0030: Version 3
ECM Doc set I.D.	1840019

1. PREAMBLE

1.1. The City of Unley is required to provide a kerbside waste service for general waste, recycling and green organics for the benefit of our community.

2. SCOPE

2.1. Council's "Community Plan 2033" commits to the provision of efficient, environmentally friendly waste collection and recycling services.

3. POLICY PURPOSE/OBJECTIVES

3.1. Through the implementation of this policy, Council will provide a kerbside waste and recycling collection service consisting of:

- Weekly garbage collection
- Fortnightly recyclables collection
- Fortnightly green organics collection
- Hard refuse

to all separate rateable assessments.

4. DEFINITIONS

4.1. **The Act** means the *Local Government Act 1999*.

4.2. **Assessment** is rateable land as defined in The Act.

- 4.3. **Bin** is a 140 or 240 litre mobile garbage bin (MGB) or such other size as approved by Council.
- 4.4. **Council** means the City of Unley including any of its authorised representatives or staff under the delegated authority of Council.
- 4.5. **Garbage** is that part of the waste stream remaining after the removal of Recyclables and Green Organics, and includes refuse and rubbish (also known as Municipal Solid Waste - MSW).
- 4.6. **Green Organics** means:
- small prunings, cuttings and branches no larger than one metre long and 50 millimetres diameter;
 - lawn clippings, leaves, weeds and cut flowers;
 - any other materials as included by Council from time to time (e.g. food organics);
 - Food Waste and compostable (e.g. paper towel and tissues).
- 4.7. **Recyclables** means the following containers, packages and products:
- newspapers, magazines, junk mail, stationery, office paper, envelopes, telephone books, egg cartons, cardboard;
 - liquid, paperboard cartons;
 - glass bottles and jars (excluding crockery);
 - aluminium rigid and semi rigid packaging;
 - all rigid plastic packaging;
 - steel rigid packaging, including aerosol cans;
 - any other recyclables as nominated by Council.
- 4.8. **Standard Entitlement** - as per Service Operating Procedures and Service Contracts.
- 4.9. **Waste** means any discarded object or material (whether or not it has any apparent value).

5. ROLES AND RESPONSIBILITIES

- 5.1. This Policy will be administered on behalf of Council by the:
- Waste Management Officer
 - Manager Strategic Assets
 - General Manager City Development

6. POLICY STATEMENT

This Policy sets out the entitlement of any property to a kerbside waste and recycling collection service and applies to all ratepayers in the City of Unley.

6.1 General

- 6.1.1 Each rateable assessment (except an assessment that has been assessed as vacant land) is entitled to one garbage, one recyclables, and one green organics collection service regardless of the size or type of the premises, subject to the relevant conditions below:
- 6.1.2 In locations where multiple tenancies exist within a single assessment, the assessable property is only entitled to one standard entitlement, unless otherwise approved within this policy.

- 6.1.3 Bins are allocated to each assessment and must remain on the premises in the event of a change of property ownership or tenancy.
- 6.1.4 All bins remain the property of Council, with on-going repair and replacement carried out by ~~the~~ Council's Contractor.
- 6.1.5 The supply and collection of extra bins in addition to the standard entitlement, is by arrangement with Council's Contractor on an agreed fee for service basis, after approval by Council. The annual fee is set by Council and payable to ~~the Council's~~ Contractor. Businesses are not entitled to additional bins, exceptions being schools, education and health premises (see section 6.6).
- 6.1.6 ~~The Council's~~ Contractor will replace all stolen bins provided that the theft has been reported to Police via the SAPOL Lost Property on-line, and a Police report number obtained and provided to ~~the waste~~~~Council's C-~~contractor.
- 6.1.7 Residents and organisations are encouraged to identify and facilitate solutions to their waste management issues, associated with this ~~policy~~Policy.
- 6.1.8 The Chief Executive Officer has delegated authority to approve waste management solutions where the resident or organisation can demonstrate exceptional circumstances that require a variance of this policy and that the solution/s have little or no cost implication for Council or ~~its a~~Council's Contractor.

6.2 Garbage Collection Service

- 6.2.1 The garbage collection service is available to domestic and non-domestic premises, lessees of Council owned properties, and other premises as defined in section 6.6.
- 6.2.2 The garbage service will use a 140 litre MGB, collected weekly. The bins are identified by Council's logo and a blue lid.
- 6.2.3 Premises with an existing 240 litre garbage MGB must retain this bin until it is replaced by a standard 140 MGB as the 240L bin becomes damaged.
- 6.2.4 In the case of strata title, multi-unit, or similar high-density dwellings, garbage bins should be shared between properties. Requests to Council for premises to share garbage bins must be endorsed by the Property/Strata Management Company, Housing Trust, or relevant Body Corporate. Sharing arrangements may be subsequently varied at any time subject to the above endorsements.

6.3 Recyclables Collection Service

- 6.3.1 The recyclables collection service is available to domestic and non-domestic premises, lessees of Council-owned properties and other premises as defined in section 6.6.
- 6.3.2 The recycling service uses a 240-litre MGB, collected fortnightly. The bins are identified by Council's logo and a yellow lid.
- 6.3.3 In the case of strata title, multi-unit, or similar high-density dwellings, recycling bins should be shared between properties. Requests to Council for premises

to share recycling bins must be endorsed by the Property/Strata Management Company, Housing Trust, or relevant Body Corporate. Sharing arrangements may be subsequently varied at any time subject to the above endorsements.

6.4 Green Organics Collection Service

- 6.4.1 The green organics collection service is available to domestic and non-domestic premises, lessees of Council-owned properties and other premises as defined in section 6.6.
- 6.4.2 For non-domestic premises a green organics bin is available on request to Council subject to a demonstrated need.
- 6.4.3 The green organics service is a 240-litre MGB, collected fortnightly. The bins are identified by Council's logo and a green lid. Bins in service prior to 2007 retain the current grey lid until replaced.
- 6.4.4. In the case of strata title, multi-unit, or similar high-density dwellings, green organics bins should be shared between premises. Requests to Council for properties to share green organics bins must be endorsed by the Property/Strata Management Company, Housing Trust, or relevant Body Corporate. Sharing arrangements may be subsequently varied subject to the above endorsements.
- 6.4.5 In some locations a green organics service may not be provided if alternative services are provided by the Body Corporate, or if the property landscape clearly does not warrant provision of a green organics collection service.

6.5 Business, Industrial and Commercial Premises

- 6.5.1 It is not Council's responsibility to collect waste generated by the activities of business, industrial or commercial premises. A kerbside waste and recycling collection service is provided within this Policy to encourage correct disposal and recycling of domestic level waste (eg staff lunch rooms).
- 6.5.2 Additional services are not available through Council to an individual business, industrial or commercial premises. Each business must access commercial waste and recycling collection suppliers for any needs in excess of the kerbside collection services defined within this Policy.
- 6.5.3 A multiple tenancy on a single assessment can apply for a kerbside waste and recycling collection service on a fee-for-service basis as detailed in section 6.1.

6.6 Council Owned Properties and Other Premises

- 6.6.1 This category includes schools, community groups, sports clubs, health services, religious centres, child or aged care.
- 6.6.2 In addition to the above, a discretionary provision also allows Council to deliver a domestic kerbside waste and recycling collection service to other groups, organisations, or activities that can demonstrate they are of a general benefit or that they operate in the community's best interest on a not-for-profit basis.

- 6.6.3 Premises/organisations in this category, and leased Council-owned properties not otherwise defined, will be provided with the kerbside waste and recycling collection service detailed in sections 6.1, 6.2, 6.3 and 6.4 of this Policy.

6.7 Collection Times

- 6.7.1 All services to any property are provided on the same day of the week between the hours of 7.00am and 7.00pm, except where varied by Council in exceptional circumstances.
- 6.7.2 It is the occupier's responsibility to remove bins from the kerbside within 24 hours of being emptied.
- 6.7.3 Recycling bins are emptied once a fortnight on the same day of the week as the weekly domestic waste collection, and green organics bins are emptied on alternate weeks to the recycling bins.
- 6.7.4 Where a regular collection day falls on a public holiday, all services continue on the same day as normal unless otherwise advised, with the exception of Good Friday and Christmas Day. Any such changes are shown on the collection calendar, Council's [internet sitewebsite](#) and advertised in the local newspaper.

6.8 Prohibited Waste

- 6.8.1 The following substances are **prohibited** from collection by the Council Waste Collection Service:
- Hot ashes; liquids; dust and fine loose material unless it is securely wrapped in paper; pool chemicals; paints, varnishes and solvents; listed waste (refer to Schedule 1 of the Environment Protection Act); car batteries; acids and alkalis; soil, sand, gravel, rocks; building materials including concrete, bricks, masonry, tiles; asbestos; bitumen; vehicle bodies, engines and parts; tyres; explosives and ammunition; gas bottles; medical waste (includes prescribed waste from dental and veterinary practices); wastes resulting from medical or veterinary research; radio-active waste; and
 - Any other item or substance that could constitute a hazard to the waste collectors, to the mechanism of the collection vehicle and/or to the environment at large.

6.9 Refusal of Service

- 6.9.1 Service is refused in circumstances where:
- The approved waste collection container is not used;
 - The bin contains prohibited waste as detailed in section 6.8;
 - A bin and its contents weigh more than 50kg;
 - A bin is placed in a location that cannot be easily accessed by the collection vehicle;
 - Recyclables or green organics are contaminated with other materials; or
 - There is repeated and recorded misuse of the bin;
 - An occupier has repeatedly failed to remove bins from the kerbside within 24 hours of being emptied.

6.9.2 Council reserves the right to refuse service where it is impractical to collect, store or present bins or where as part of planning approval conditions, responsibility for waste management is passed to the owner/occupier.

6.9.3 Bins are only collected from kerbside locations unless prior arrangements have been made including a signed agreement that indemnifies Council and the collection contractor against any claims for damages from the property owner or occupier.

7. POLICY DELEGATIONS

7.1. Full information about the sub-delegated powers and duties is contained in the Council Delegations Register.

8. LEGISLATION

- *Environmental Protection Act 1993*
- *Local Government (Waste Collection) Amendment Bill, 2009*
- *SA Public Health Act 2011*
- *Environment Protection (Waste to Resources) Policy, 2010*

9. AVAILABILITY OF POLICY

9.1. The Policy is available for public inspection during normal office hours at:

The Civic Centre,
181 Unley Road, Unley SA 5061.

A copy may be purchased for a fee as determined annually by Council.

It is also available for viewing, download and printing free of charge from the Council's website www.unley.sa.gov.au.

10. DOCUMENT HISTORY

Date	Ref/Version No.	Comment
23 August 2010	C717/10 (V1)	
22 October 2012	C564/12 (V2)	
9 December 2019	C<00>/19 (V3)	



COU0001: ASSET MANAGEMENT POLICY

Policy Type:	Council
Responsible Department:	City Development
Responsible Officer:	Manager Strategic Assets
Related Policies and Procedures	<ul style="list-style-type: none"> Infrastructure and Asset Management Plans and supporting documentation
Community Plan Link	<p><i>Community Living</i></p> <p>1.1 Our Community meets the needs of all generations. 1.5 Our City is connected and accessible.</p> <p><i>Civic Leadership</i></p> <p>4.1 We have strong leadership and governance. 4.3 Our business systems are effective and transparent.</p>
Date Adopted	22 October 2012: C564/12
Last review date	9 December 2019: C<00>/19
Next review date	December 2022
Reference/Version Number	COU0001: Version 2
ECM Doc set I.D.	1840045

1. PREAMBLE

- 1.1. As custodian of community assets, the City of Unley will apply a transparent and consistent approach to asset management, to ensure all existing and newly created assets are maintained to remain fit for purpose at an agreed service level, and to maximise their lifecycle at minimal cost.

2. SCOPE

- 2.1 This Policy relates to all infrastructure assets owned and managed by Council such as roads, footpaths, signs, lighting, kerbs, traffic management devices, drainage, bridges, buildings, structures, street and park furniture, open space and reserves and playgrounds. It will also provide high-level guidance to Council and its officers in order to develop and implement the asset management plans and the asset management strategy.

3. POLICY PURPOSE/OBJECTIVES

- 3.1 A strategic approach to asset management will ensure that the Council delivers the level of service expected by the community through its assets in a sustainable and cost effective manner. This will provide a positive impact on:

- Members of the public and staff;
- Council's financial position;
- The ecological footprint left for future generations;
- Intergenerational equity;
- The ability for Council to deliver and maintain the expected level of service and infrastructure;
- The political environment in which Council operates; and
- The legal liabilities of Council.

4. DEFINITIONS

- 4.1 Sustainability Index** is an indication of whether a Council is renewing or replacing existing non-financial assets at the same rate that its overall stock of assets is wearing out. It is calculated by measuring capital expenditure on renewal or replacement of assets relative to the recorded rate of depreciation of assets for the same period.
- 4.2 Ecological Footprint** is a measurement of how much we use and consume, in relation to our environment's capacity to provide and support our needs.
- 4.3 Intergenerational Equity** involves the costs associated with expenditure being spread over time in accordance with the distribution of the benefits that are being generated.

5. ROLES AND RESPONSIBILITIES

- 5.1 This Policy will be administered on behalf of Council by the:
- General Manager City Development
 - Manager Strategic Assets
 - Asset Management Officer

6. POLICY STATEMENT

- 6.1 A strategic and systematic approach to asset management that embraces industry standards and best-practice to ensure sustainability will be employed at the City of Unley.
- 6.2 Assets that are to be maintained or renewed must be fit for purpose and fulfil a recognised need as identified by Council.
- 6.3 An inspection regime and consistent condition rating will be used to ensure agreed service levels, intervention methods and renewal priorities can be determined across all asset categories.
- 6.4 Maintenance and renewal actions and expenditure required to meet agreed service levels identified in the asset plan will be forecast in Council's Long Term Financial Plan and be fully funded in the annual budget development process.
- 6.5 Maintenance and renewal actions that will minimise Council's exposure to risk in regard to asset failures.
- 6.6 Asset management plans will be cognisant of the changing environment and ensure that the decisions we make with respect to repairs, renewal and new construction minimise our ecological footprint.

- 6.7 Future life cycle costs will be considered in all decisions relating to new services and assets and upgrading of existing services and assets.
- 6.8 Service levels will be determined in consultation with the community.
- 6.9 Asset renewal requirements will be separately identified from new asset requirements.
- 6.10 Council recognises the need to maintain its asset base and will target a long-term asset sustainability index of approximately 90%.
- 6.11 Financial sustainability targets will be incorporated.
- 6.12 All legislative requirements will be met with regard to asset management.

7. POLICY DELEGATIONS

- 7.1 Full information about the sub-delegated powers and duties is contained in the Council Delegations Register.

8. LEGISLATION

- *Local Government Act (1999), Section 122*
- *Information Paper 9 Local Government Financial Indicators, November 2006*

9. AVAILABILITY OF POLICY

- 9.1 The Policy is available for public inspection during normal office hours at:

The Civic Centre,
181 Unley Road, Unley SA 5061.

A copy may be purchased for a fee as determined annually by Council.

It is also available for viewing, download and printing free of charge from the Council's website www.unley.sa.gov.au.

10. DOCUMENT HISTORY

Date	Ref/Version No.	Comment
22 October 2012	C564/12 (V1)	
9 December 2019	C<00>/19 (V2)	



COU0004: CONSTRUCTION OF CROSSING PLACES & STORMWATER PIPES FROM PROPERTIES POLICY

Policy Type:	Council Policy
Responsible Department:	City Development
Responsible Officer:	Manager Strategic Assets
Related Policies and Procedures	<ul style="list-style-type: none"> • Asset Management • Vegetation Management
Community Plan Link	<i>Community Living</i> 1.3 Our City meets the needs of all generations.
Date Adopted	25 October 2010: C758/10
Last review date	9 December 2019: C<00>/19
Next review date	December 2021
Reference/Version Number	COU0004: Version 4
ECM Doc set I.D.	1840047

1. PREAMBLE

- 1.1. The purpose of this policy is to provide consistent, transparent, equitable and efficient guidelines for the installation and alteration of vehicle crossings and stormwater pipes from properties in accordance with the *Local Government Act 1999*.

2. SCOPE

- 2.1. ~~This policy aims to inform contractors, builders and developers to minimise the impact to the local environment and potential future damage to private or public property associated with the construction, maintenance and or repair (including major or minor works) to crossing places and stormwater drainage. The construction, maintenance and/or repair of crossing places and stormwater pipes to properties must meet Council standards. –This ensures the impact on the local environment and Council infrastructure will be minimised and reduce the potential for future damage to private or public property.~~

3. POLICY PURPOSE/OBJECTIVES

- 3.1 To enable appropriately situated and constructed vehicular access between the road pavement and property boundary.
- 3.2 To prevent inappropriate loss of street trees, vegetation and landscaping.
- 3.3 To prevent unnecessary loss of on-street parking.

- 3.4 To control the impact of crossings on utility infrastructure, street furniture and other assets.
- 3.5 To control the impact of crossings on the visual amenity of streetscapes by avoiding their excessive dominance.
- 3.6 To protect the safety and amenity of pedestrians and motorists.
- 3.7 To ensure motorists are able to access/egress driveways safely and with ease.
- 3.8 To ensure stormwater pipes from properties to Council land meet Council standards.
- 3.9 To ensure the flow rate of stormwater discharged to laneways does not increase the flood risk of properties downstream.

4. DEFINITIONS

4.1. **Crossing place** can refer to:

- (a) footpath to road,
- (b) verge to road,
- (c) driveway to footpath.
- (d) kerb and water table

5. ROLES AND RESPONSIBILITIES

5.1 This Policy will be administered on behalf of Council by the:

- General Manager City Development
- Manager Operational Services
- Manager Strategic Assets
- Asset Officer
- ~~Asset and Environment Asset Officer~~

6. POLICY STATEMENT

- 6.1. ~~Further to Section 217 of the Local Government Act 1999,~~ Council has resolved that any stormwater connection to any street or road is to be undertaken by Council except where 56.9.97 is applicable.
- 6.2. The adjoining land owner is to meet the cost of each stormwater connection. ~~The Administration has the discretion to allow adjoining land-owners to construct crossing places and stormwater connections themselves, only when the relevant Officer is satisfied that the adjoining land-owner would undertake the work to the appropriate standards, in accordance with Council design and specification ensuring the storm water to be discharged to water table.~~
- 6.3. Council requires that the stormwater connection be 80mm heavy duty UPVC Pipe Class 12 where appropriate soil cover can be achieved to enable the relay of Concrete, bitumen or pavers depending on the footpath construction. ~~Where adequate soil cover cannot be achieved, an approved galvanised metal box gutter or a 'top hat' stormwater pipe cover shall be used.~~
- 6.4. All stormwater is to be discharged to the kerb water table, or road surface in the instance that kerb and water table does not exist (i.e. ~~laneways~~). No stormwater is to be discharged directly onto footpaths.

Crossing places

- 6.5. All work relating to the installation of crossing places is to be undertaken by Council except where 6.9 is applicable.
- 6.6. Council requires that adjoining land-owners shall meet the full cost of the construction of new, modified and relocated crossing place(s), storm water connections including modifications) — and — and furthermore that a All the work relating to the installation of crossing places is to be undertaken by Council or by the land owner.
- 6.7. Redundant crossing places that are no longer required as a result of a new, relocated or additional crossing place installation will be returned back to kerb and water table. The work will include raising the footpath within the redundant crossing places to match the existing footpath level. -The adjoining land owner is to meet the cost of the work.
- 6.8. Further to 6.6, if the cCrossing place requires maintenance or renewal, the adjoining land owner will meet the cost of the repair/renewal for the portion of cross over that does not form part of the footpath.

Construction by owner

- 6.9. The Administration has the discretion to allow adjoining land-owners to construct crossing places and stormwater connections themselves, only when the relevant Officer is satisfied that the adjoining land-owner would:
- undertake the work to the appropriate standards, and
 - in accordance with Council design and specification, and
 - ensure that the stormwater is discharged to the water table.
 - construct the crossing place using concrete segmental pavers for residential properties or using concrete for commercial properties, unless otherwise as approved by Council.

Laneways – (stormwater discharge)

6.9.6.10. The discharge of stormwater to laneways from properties where the laneway is not the primary frontage is not permitted unless specific approval is given by Council. If approval is given Council Administration will prescribe the allowable flow rate of stormwater discharged from the property.

6.10.6.11. In areas of high flood risk potential, administration-Council can require residents to discharge all stormwater to the primary street frontage (not to council Council laneway), with, all costs to be borne by the land owner.

7. POLICY DELEGATIONS

7.1 The officers listed below have sub-delegation under this policy:

- Manager Operational Services
- Manager Strategic Assets

Full information about the sub-delegated powers and duties is contained in the Council Delegations Register.

8. LEGISLATION

- *Local Government Act 1999*
- *Development Act 1993*

9. AVAILABILITY OF POLICY

9.1 The policy is available for public inspection during normal office hours from;

Civic Centre
181 Unley Road
Unley SA 5061

A copy may be purchased for a fee as determined annually by Council.

It is also available for viewing, download and printing free of charge from the Council's website, www.unley.sa.gov.au

10. DOCUMENT HISTORY

Date:	Ref/Version No.	Comment:
25 October 2010	C758/10 (V1)	
22 October 2012	C564/12 (V2)	Was policy no. COU117
25 July 2016	C526/16 (V3)	
25 November 2019	C<00>/19 (V4)	

INFORMATION REPORT

REPORT TITLE:	QUARTERLY PERFORMANCE REPORT
ITEM NUMBER:	4.8
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	LARA JONES
JOB TITLE:	EXECUTIVE ASSISTANT, OFFICE OF THE CEO
ATTACHMENTS:	1. PERFORMANCE INDICATORS 2. SERVICE DELIVERY PERFORMANCE QUARTER 1 2019-20 3. CEO KPIS 2019/20

1. **EXECUTIVE SUMMARY**

The quarterly performance report provides Council with data analysis, and reports on strategic planning, service delivery activity including customer satisfaction survey results, and financial performance across the whole of the organisation. The report assists with keeping Elected Members informed, and supports strategic decision making, continuous improvement and strategic governance.

This report continues to be a work in progress, with further development of corporate and key performance indicator reporting to be undertaken in the coming year. As part of the progression of the Digital Strategy, staff continue to seek improvements in data collection to facilitate automated reporting, both in terms of data gathering and presentation and assist with improvements planned for performance reporting.

2. **RECOMMENDATION**

That:

1. The report be received.
-

3. **RELEVANT CORE STRATEGIES/POLICIES**

4. Civic Leadership
 - 4.1 We have strong leadership and governance.

4. BACKGROUND

The City of Unley has a Four Year Plan which informs its Annual Business and Delivery Plans and budget processes, and guides Council and the community in relation to priorities and strategies, including the longer term vision outlined in the Community Plan 2033.

The corporate reporting mechanism has been implemented to provide Council with prudent and strategic information that will support and inform its decision making.

The corporate report, which now provides Council with a performance report on a quarterly basis, ensures Council is demonstrating ongoing and improved public accountability. It provides evidence and opportunities to drive and support continuous improvement.

5. DISCUSSION

As Members may be aware, the State Government is considering the introduction of performance indicators to be reported against by Local Government. This is part of the State's broad Local Government reform agenda.

Whilst the date for introduction has not yet been announced, nor have the indicators been agreed to, it is likely that the measures will be similar to those introduced in other states. Consequently, the Administration has identified a list of indicators that it aims to report against and these are included as Attachment 1.

Attachment 1

Members will note that some of the indicators have been reported against, while others are a work in progress and will be introduced as the data is captured.

Members will also note that the report has changed format as a result of automating access and the collection of data from source corporate systems. Automation has also improved data quality and created significant efficiencies in the collection process.

This report covers the period from 1 July 2019 to 30 September 2019 and is shown in Attachment 2.

Attachment 2

CEO KPIs for 2019/20 have been reported against for the quarter and are included as Attachment 3.

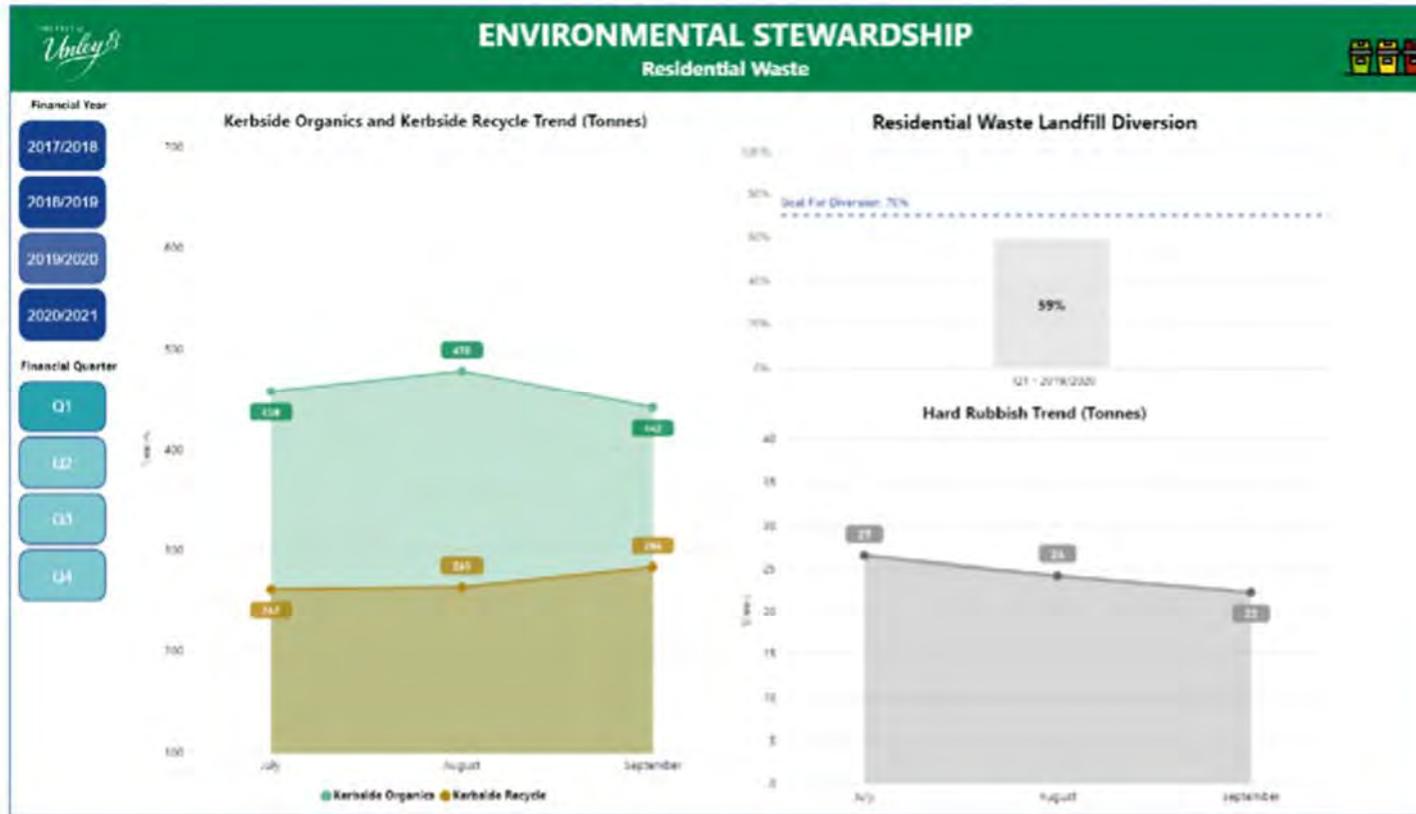
Attachment 3

6. **REPORT AUTHORISERS**

Name	Title
Peter Tsokas	Chief Executive Officer

MEASURE	Included in Report
Residential Waste diversion from landfill (target 70%)	Yes
Community facilities and events Waste diversion from landfill (target 75%)	Not Yet
Green organics for compost (tonnage)	Yes
Recycled waste (tonnage)	Yes
Carbon emissions from Council operations (reduced by 15% by 2021)	Not Yet
Total grid-based energy (reduced by 5% by 2021)	Not Yet
Hard Refuse (tonnage)	Yes
No of Business Development Applications determined by category and average time taken	Not Yet
Value of approved applications	Yes
Food Hygiene Inspections	Yes
Health Premise Inspections	Yes
Commonwealth Services Home Support Program Visits	Yes
No of Passengers that use the Community Bus	Yes
Museum Visits	Not Yet
Planning Compliance Inspected	Yes
% of Compliance vs non-compliance - Building/Planning	Yes
Roof Frame Inspections	Yes
Swimming Pool Inspections	Yes
Library Visits	Not Yet
Library Loans	Not Yet
Community Centre Visits	Not Yet
Swimming Centre Visits (pool open for Q2)	Yes
Total Event attendance (indicative)	Not Yet
Website Visits	Yes
% of CR's completed within targeted timeframes	Yes

Social media engagements	Not Yet
No. customer requests received, status and top 5	Yes
customer complaints per month	Yes
Underlying Operational Surplus Ratio	Not Yet
Net Financial Liabilities Ratio	Not Yet
Internal Audits successfully completed	Not Yet
Elected Member Attendance at meeting and workshop	Yes
Grant Funding	Yes
Customer Satisfaction Reports	Yes
No of new businesses	Not Yet
CR's received from businesses	Not Yet



Commentary

Table 1 – Tonnage of recycling and organics

The collection of organic materials is seasonal in nature and can be impacted by sudden weather events. The average collected, 459T is comparable to the tonnage collected each month. Seasonal trends are expected to be more evident as the year progresses. The collection of recyclable materials is relatively constant over the period.

Table 2 – Residential waste landfill diversion

The diversion target was based on volume assessments completed during detailed bin audits conducted two years ago. It was not based on weight. The detail audits are currently underway, and the results should be available for the next quarterly report. Whilst the diversion achieved is 59%, and below the target, impacts of the China Sword Policy are not clearly known and whether this may have affected the result.

Table 3 – Hard-Waste

The average tonnes collected from hard-waste over the period is 24.3T.

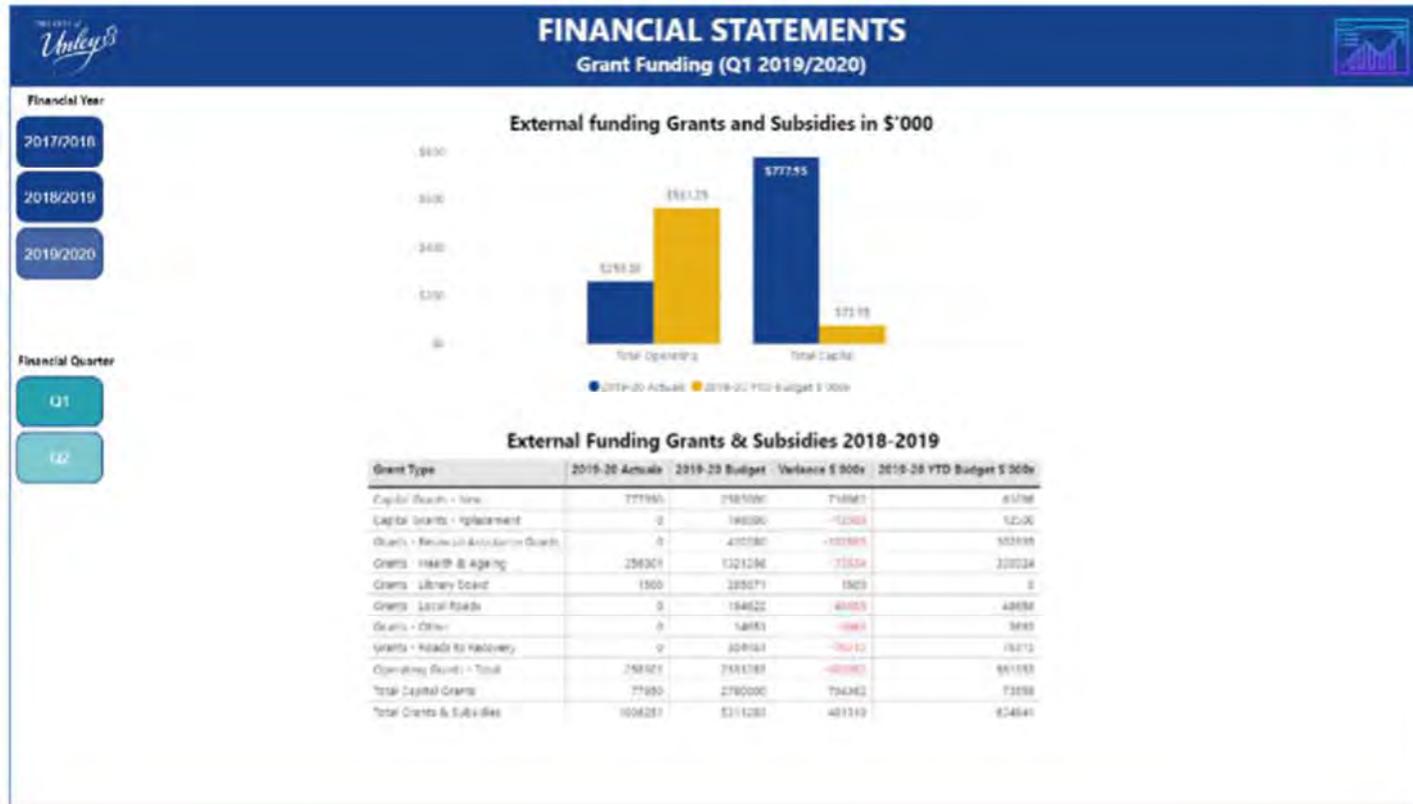
Council caps bookings at between 70-80 collections per week and collections occur on a Monday and Tuesday.

For the 1st Quarter Council received:

287 bookings in July

250 bookings in August

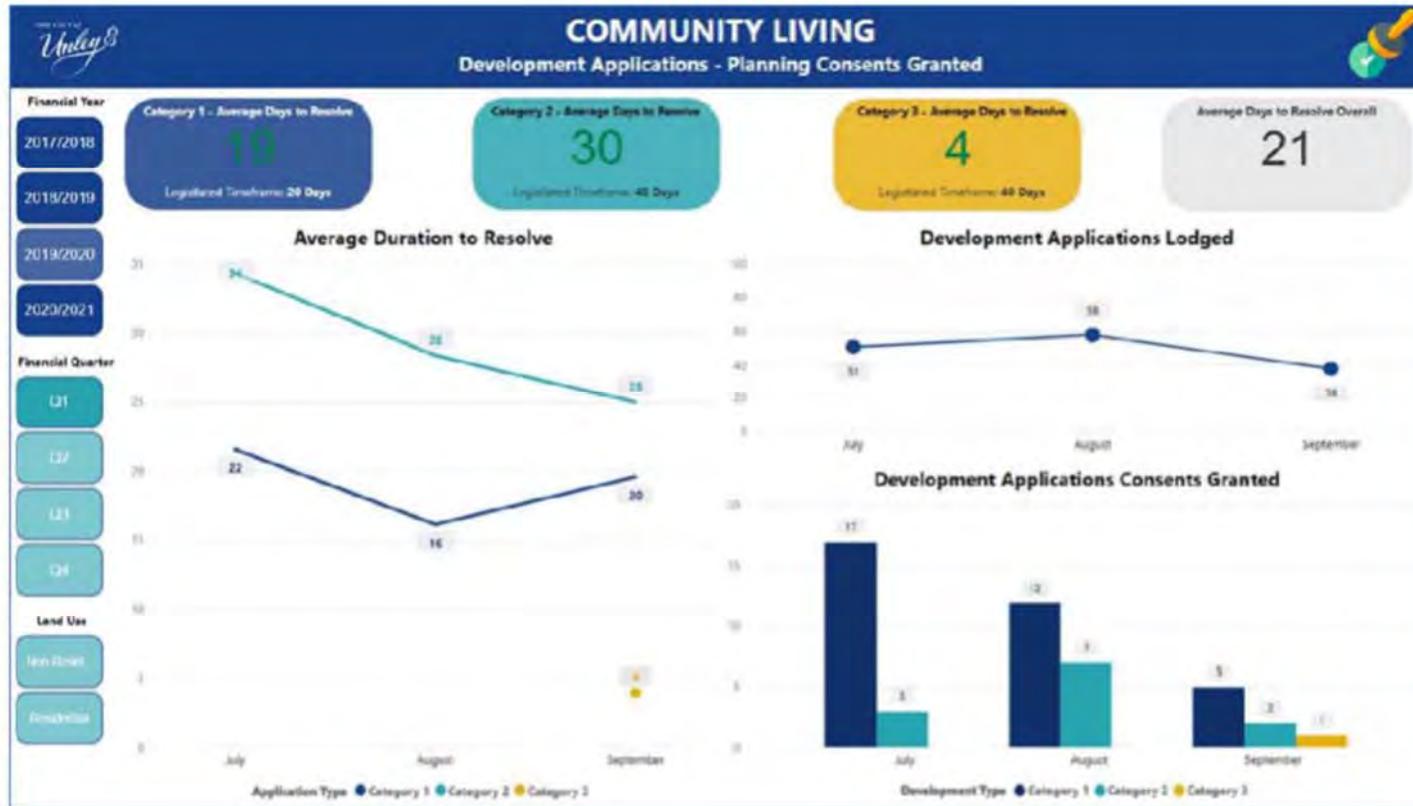
295 bookings in September



Commentary

Council has an overall favorable actual position compared to budget, this is mainly due to \$700K funding being received for the King William Road Streetscape Project. An amendment will be made to the Budget as part of a Budget Review process.

Currently there is a variance of \$300K for Operating Grants, this is due to timing, grant funding has been received and has been processed in November.



Commentary

Implementation of planning control is in accordance with the Planning, Development and Infrastructure Act 2016.

At the end of the 1st quarter there were 152 applications lodged in the system.

The average time taken to resolve the planning consent for the various types of applications lodged based on the public notification category is 19.

Public notification comes in 3 forms:

1. Category 1 – no public notification is given; no public consultation occurs and there is no right of appeal by “third parties’ against the decision.
2. Category 2 – a notice, describing the development, identifying the land and stating such things as whether it is complying, or non-complying development must be given; the relevant authority is the owner and occupiers of adjacent land. (i.e. the neighbours).
3. Category 3 – the same notice must be given to adjacent owners and occupiers. Notice must be given to those considered by the relevant authority to be “significantly affected” by the development and the general public must be notified by publication of a notice in a newspaper.

All planning application assessments have been completed within the legislated timeframes. Council aims to complete the assessment of all applications within the legislated timeframes. However, timeframes can be affected by the number of applications received, the category in which the application falls and staffing levels.

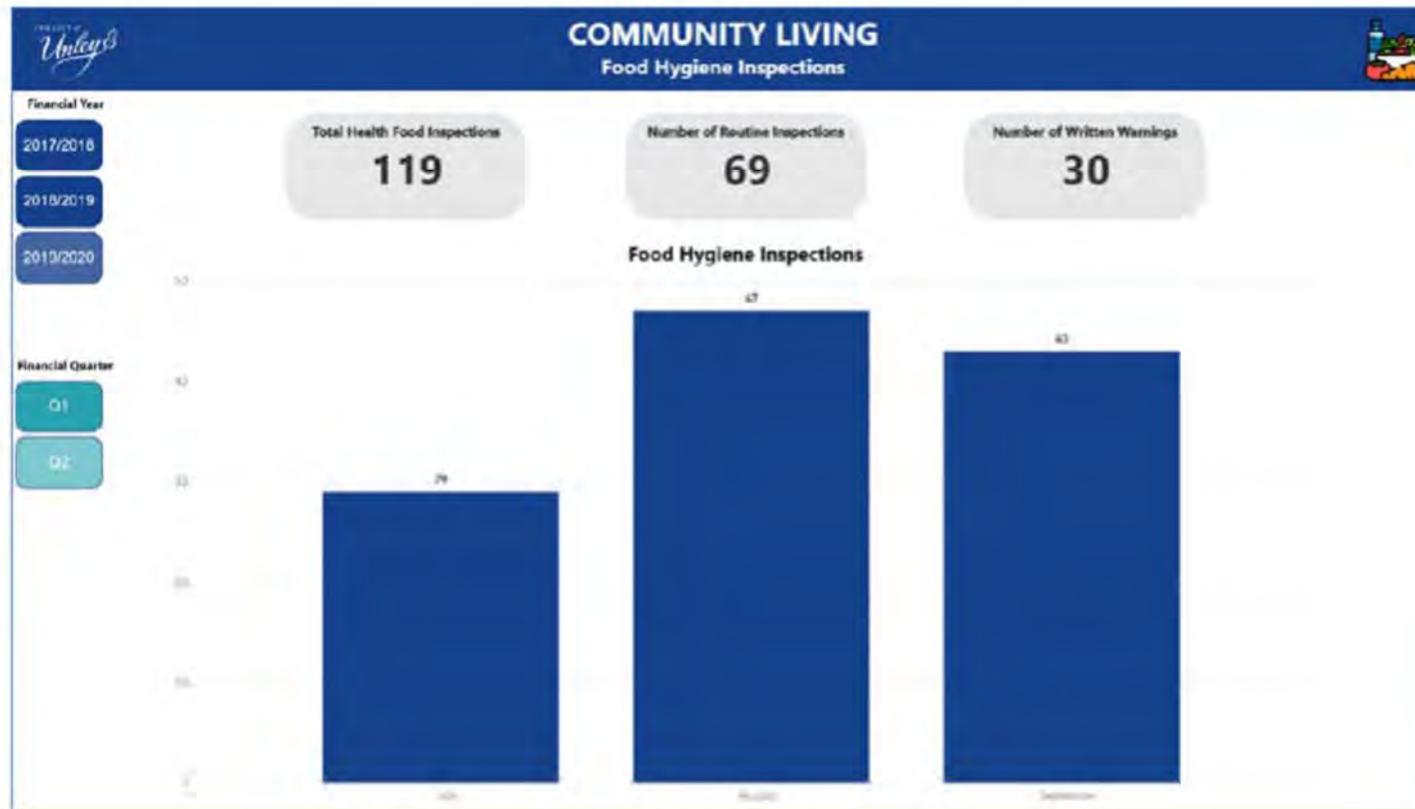


Commentary

The above table represents the average financial value of development applications that have been lodged with Council this reporting period.

The average value is affected by the number of development applications lodged, which can be influenced by the ability of the applicant to complete or scheduled work, and the financial value of the application will depend on what work is expected to be done.

The Year to Date total (Q1) for Development investment in the City of Unley is \$6.06M. The level of investment is expected to continue for Quarter 2 as applications for the minor structures continue to be lodged; however, it is expected to rise in Quarter 3 when higher value developments tend to be lodged for dwellings and commercial developments.



Commentary

Community and health safety is provided through education, awareness and compliance with the Public Health Act 2011. Food business inspections are performed to ensure community safety in relation to food hygiene standards.

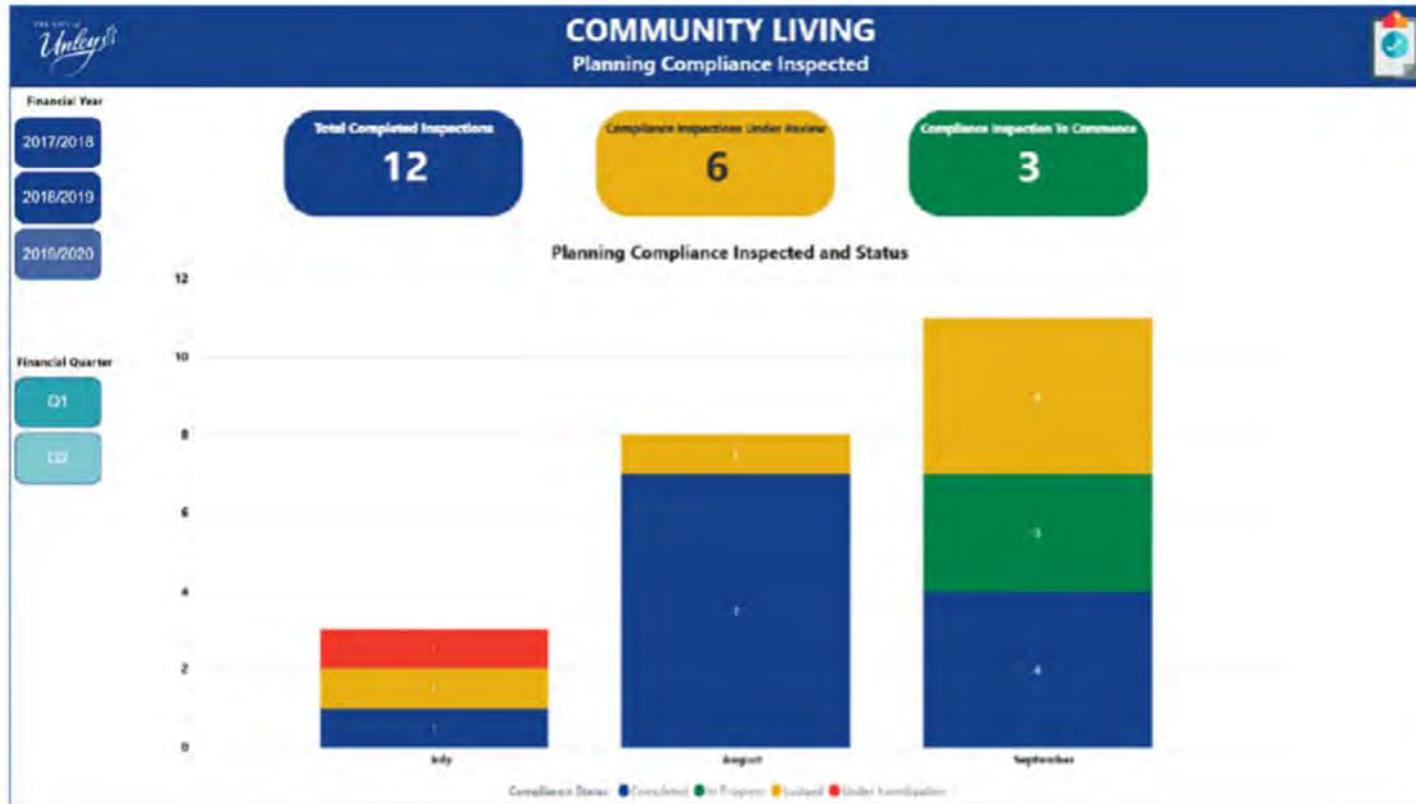
This data does not capture the seasonal nature of the work performed. During the 1st Quarter the Environmental Health Team were focused on the Royal Adelaide Show where an additional 220 inspections were carried in addition to the numbers presented in the graph. These inspections are not recorded in the inspection system due to the systems inability to manage the workflow. Investigations will occur before the end of the financial year to test if this can be changed before the next Royal Adelaide Show.

169 Inspections were undertaken and there were 30 written warnings issued. All warnings were minor breaches, and these are being monitored and followed up by the Environmental Health Officers to ensure that businesses are addressing the concerns raised.

Discussion with business owners have identified the following factors contributed to the minor breaches:

- Downturn in the economic climate for small business;
- Closure of existing food premises and opening of replacement businesses;
- Significant works undertaken on King William Road; and
- The voluntary nature of the food safety rating scheme.

The team will undertake community food safety education in the next quarter to inform people of current practices in the industry to reduce the risk to public health. The education focus will be on high risk foods, such as eggs.



Commentary

These inspections are derived from customers concerns/complaints about whether planning appropriate approval has been provided by Council.

The number of inspections undertaken to date has been affected by a vacancy in the Planning Compliance Officer role. This has resulted in the inspections being undertaken by Planning Officers in addition to their day to day activities. A new Planning Compliance Officer commenced in late October and therefore the number of inspections will increase next quarter.

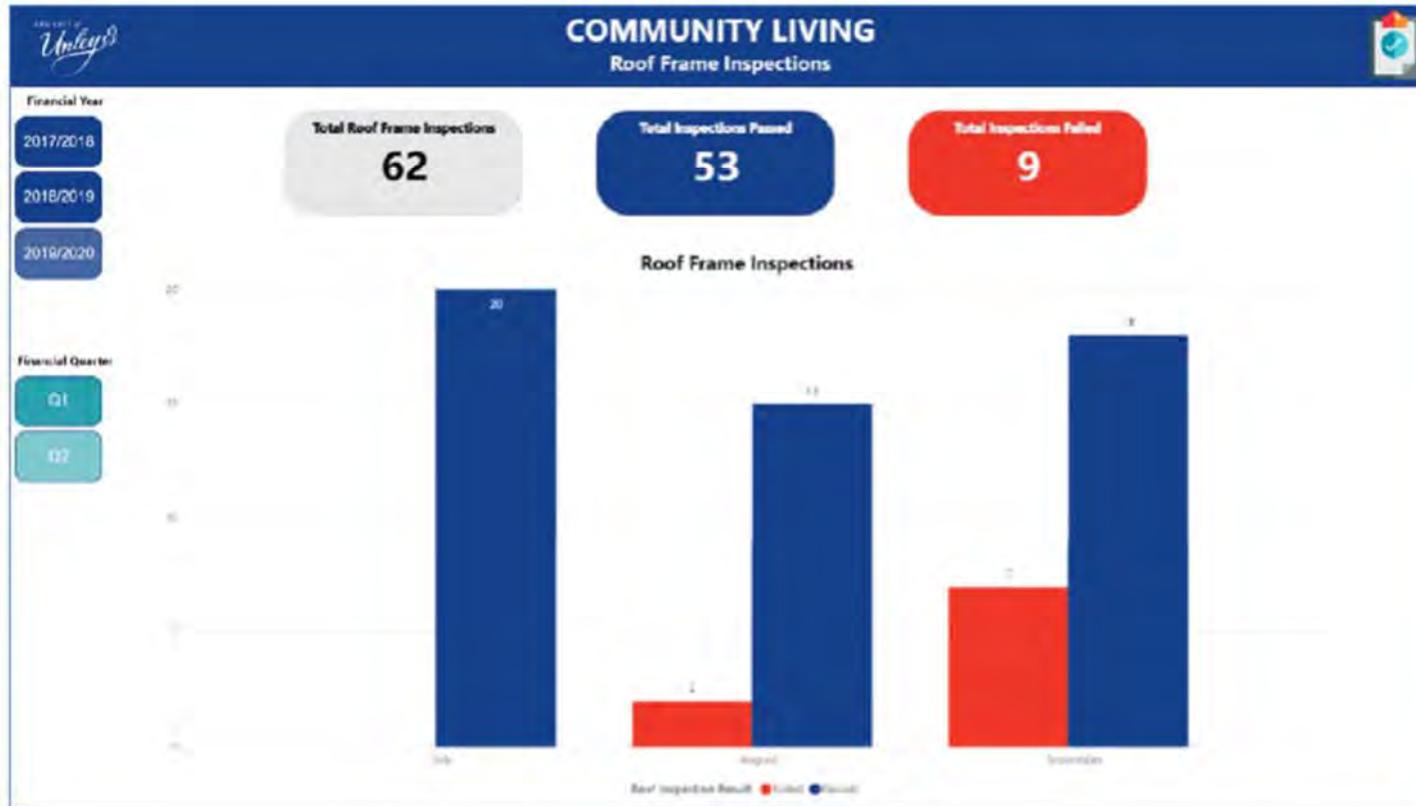


Commentary

The inspections for compliance are to ascertain whether building and/or planning approval has been followed. For the 1st Quarter, 90% of inspections were compliant.

In the instance of Building Compliance, greater emphasis on education of the development industry and the use of enforcement where compliance has not been met is delivering better compliance results. Building compliance inspections are undertaken by the Building Team.

The monitoring of Planning compliance has been impacted by staff vacancy. This will improve with the commencement of a new Planning Compliance Officer in late October.



Commentary

Roof frame inspections are undertaken by the Building Team. The inspection targets are set in accordance with the Planning, Development and Infrastructure Act 2016 and these are:

- 66% for buildings where a licensed contractor is responsible for the building works; and
- 90% for buildings where a licensed contractor is not responsible for the building works.

The building industry is mandated to inform council at various stages of construction which includes roof framing. The carrying out of inspections is still reliant on notification being given by the builder.

The Building Team continue to educate and inform both the owners and licensed builders of their obligations under the Planning, Development and Infrastructure Act 2016, however, they have issued a number of builders with warnings and expiations where a pattern of notification does not exist.

The appropriate level of resources will be monitored as increased notification occurs as it is expected that the number of failures may also increase.



Commentary

Swimming pool inspections are undertaken by the Building Team. The inspection targets are set in accordance with the Planning, Development and Infrastructure Act 2016 and these are:

- 80% of swimming pools inspected within 2 weeks of council being notified; and
- The remaining 20% of swimming pools being inspected within 2 months of council being notified.

The inspection is to verify whether an appropriate safety fence or barrier exists. The number of inspections is influenced by the warmer months of the year and often peak in numbers during Quarter 2.

Over time, failures in pool barriers have decreased due to staff educating pool owners and providing important, relevant information that is included within the development approval. This information highlights the importance of child safety and the need for barriers to protect children between the ages 0-5 years.

The number of inspections will continue to reflect the number of pools applications approved and failures will be monitored to assess if the education is effective.



Commentary

The Community Bus Program primarily provides return transport assistance to local shopping centres and other community-based venues to assist residents to live independently in their own homes for as long as possible. The Community Bus service is funded by Council and comprises a fleet of three buses. Over the reporting period 230 Community members used this service.

The targets set for this program are based on one-way trips (for consistency with the Community Transport program) and have been set on last year’s achievements, with a 10% increase. Over the period, there were 875 one-way trips, consistent with the same period as last year, but the increase of 10% has not been achieved as yet.

Current weekly runs (door to door pick up and drop off for all passengers, counting as two trips) include:

- 8 x Unley Shopping centre trips
- 1 X trip Giganis Bros.
- 1 X trip to Mitcham shopping centre
- 1X trip to Marion shopping centre
- 1 x trip to Castle Plaza shopping centre
- 1 X trip to Burnside Village
- 1 X trip to Big W Cumberland Pk
- 1 X trip to the Unley Swim Centre, Fullarton Park Community Centre and Unley Community Centre



Commentary

Council’s Home Support program is funded by the Commonwealth Home Support Program (CHSP) and provides services to eligible older residents to support them to remain living independently within their own homes. Home support services include:

- Domestic assistance with cleaning and household chores or respite support provided. These services are coordinated by Council staff and delivered by a panel of contractors.
- Home maintenance and modification jobs carried out on residents’ homes to keep them safe and habitable. These services are delivered through a combination of Council’s Handyman and contractors.
- Social support activities provided either in a group or individual setting to respond to issues of social isolation. These services are delivered through a combination of paid staff and volunteers.
- Community car transport program is provided by volunteers who transport eligible residents to medical and allied health appointments.

Over the reporting period, approximately 1,300 eligible residents received home support services, with a total of 4,287 services provided over the quarter, (approximately 1,500 services per month). These services were supported by volunteers who contributed 1,732 hours of service over the period.

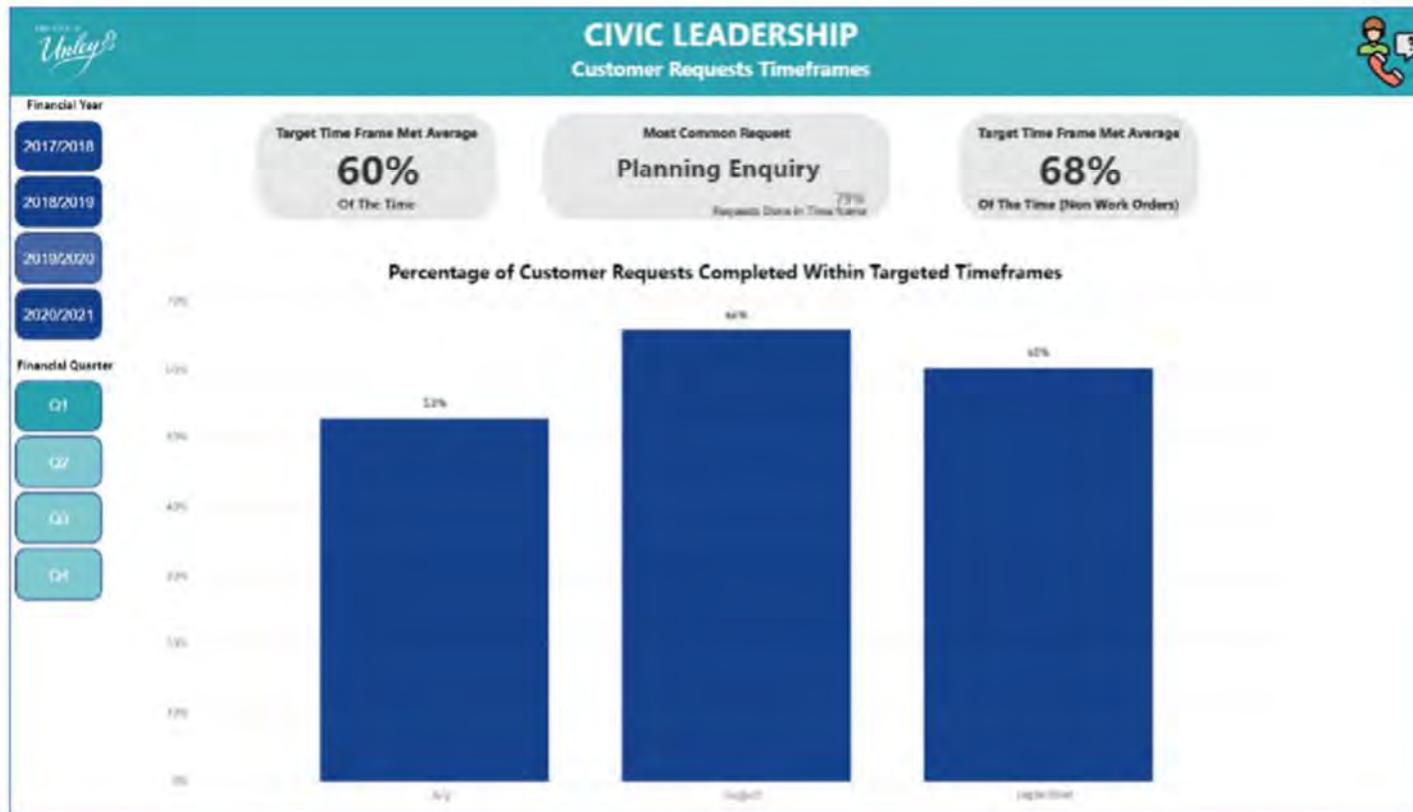
Annual targets are set by the Commonwealth for each service type. A breakdown of the performance of each service type is provided below:

Domestic Assistance – Exceeded the targets set by the Commonwealth by 200 hours of service for the period. Noting the Commonwealth target for the period was 1,500 hours of services provided.

Home Maintenance – Services delivered were in line with the Commonwealth target of 500 hours of services provided.

Home Modification – The Commonwealth target for this service for the period was that approx. \$8,000 of modification work be undertaken. Due to a lack of referrals, only \$5,000 worth of modification work occurred. Discussions will be had with the Commonwealth Assessors to advise of capacity in this service type.

Social Support -The Commonwealth target for group support was 500 hours for the period, this target was significantly exceeded with over 1,000 hours of group support provided. Council's use of volunteers enables this service to exceed targets. The individual social support provided was in line with the Commonwealth target of 1,800 hours of support.



Commentary

This data represents the percentage of customer requests, logged in the customer request system as completed compared to the timeframes set in the system, (noting currently various timeframes are set for various request types). This is likely to be influenced by:

- A proportion of staff not yet receiving training on how to use or close off requests in the system (training scheduled as part of the Customer Experience Program for all staff).
- The complexity of requests received, more complex requests may require investigation and thus take longer to resolve than the set timeframes
- The request management system not being fully integrated with the Depot work order system (EAM). Therefore, there is currently a requirement for Depot staff to remember to go back into the request system and close requests once work has been completed. Current practice is to change the status of requests to 'closed' in bulk when time becomes available, rather than at the time the job is completed.

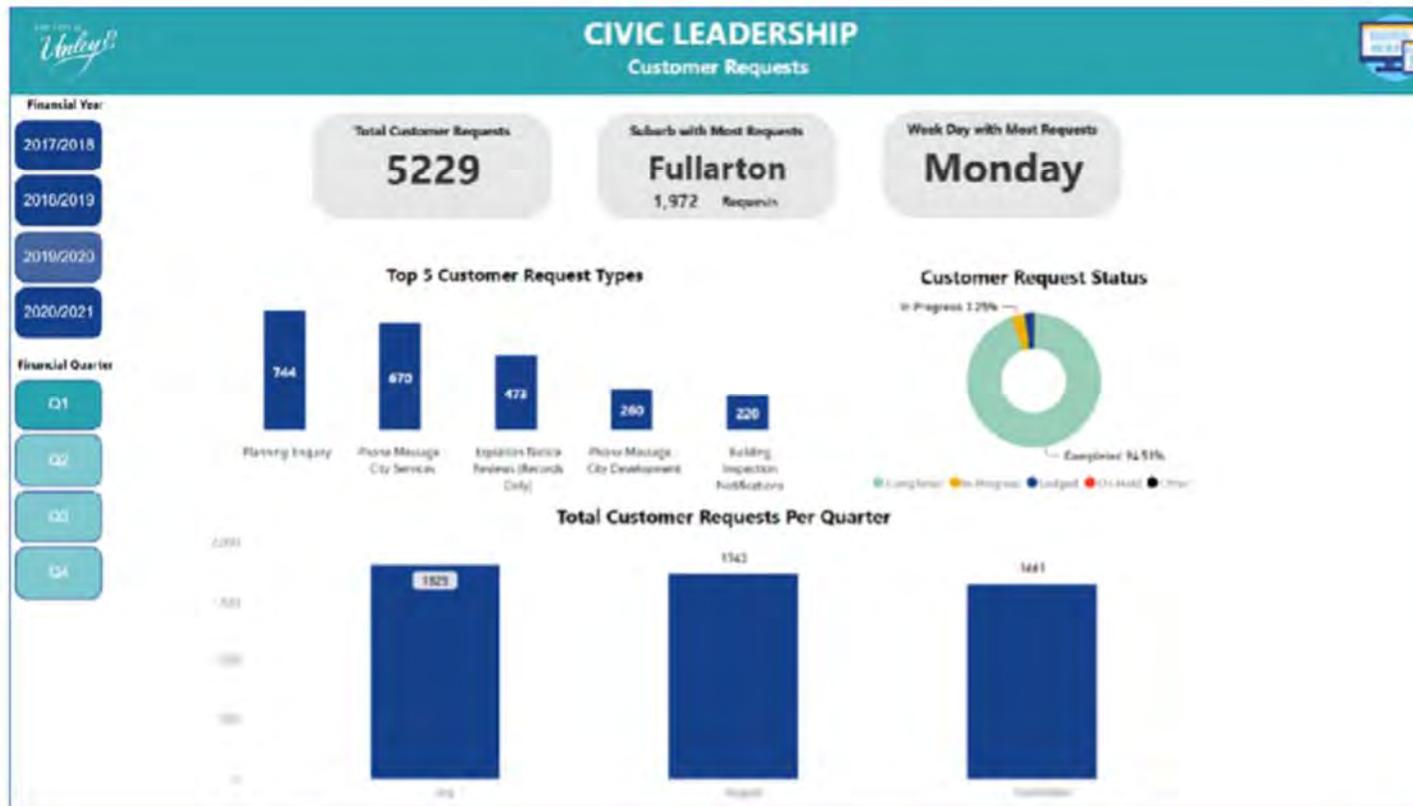
Staff training on the request system and changes as part of the Depot review should result in future data being a more accurate indication of timeframes being met.

It is also recommended that the timeframes measured against are reviewed. For example, currently the Depot timeframes are set in the system at 4 days for scoping work and the return of phone calls is set at 1 day. These timeframes are not always achievable given workloads and part-time staffing of some services. In relation to phone calls, as part of the soon to be released *Customer Service Standards*, customers will be informed that they can expect a phone call back about non-urgent issues within 2 days, to ensure more realistic expectations.

The increase in timeframes being met from July to September can be attributed to increased staff communication and awareness of the need to close requests in the system as part of the CX Program and Service Partnership Agreements developed between teams.

It is forecast that this upward trend will continue as staff are upskilled in the request system and more proactive approaches are being developed for teams with high volume of requests. Currently online transaction processes are being reviewed, with options to improve online services being identified. These include:

- Business automation to improve workflows and reduce manual tasks
- Upgrade of the website to increase useability and ease of navigation
- Expanding the use of interactive forms and self-help options



Commentary

Customer requests include seeking service, approval, information, action or assistance in line with Council’s service offering. It also includes routine inquiries about Council’s business, reports of failure to comply with laws regulated by Council or requests for explanation of policies, procedures and decisions. Over the period July – September 2019, of the 5,229 requests received, 1,130 were phone messages and 4,172 were requests for service.

The top five requests listed in the graph above represent 45%, of all requests, with the remainder being received across the range of services Council provides. The total number of requests received for the period is comparable with the number of requests for the same period last year (total 5,400 for the 1st quarter in 2018/19). However, the number of planning enquiries has increased 25% from the same period as last year and number of requests for Expiation Notice Reviews also increased 40% from the same period last year. Noting approximately 25% of all expiation notices issued result in a request for a review, which is high in comparison with other inner-City councils. The recently launched online ‘expiation review’ process is predicted to curb this trend.

Street Tree maintenance requests also spike in Spring as do requests for parking enforcement during the Royal Adelaide Show.



Commentary

A total of 28 complaints were received over the 3-month period. Twenty per cent of these complaints related to changed parking restrictions which historically increase over the Royal Adelaide Show period.

When considering the depth and breadth of services provided to customers and measuring the total number of complaints received (28) against the 5,229 requests received for the same period, complaints are 0.5% of the total interactions with the Council.

The number of complaints has decreased 11% from the same period last year, noting the number of complaints about staff lack of responsiveness is down 44% from the same time in the previous year.

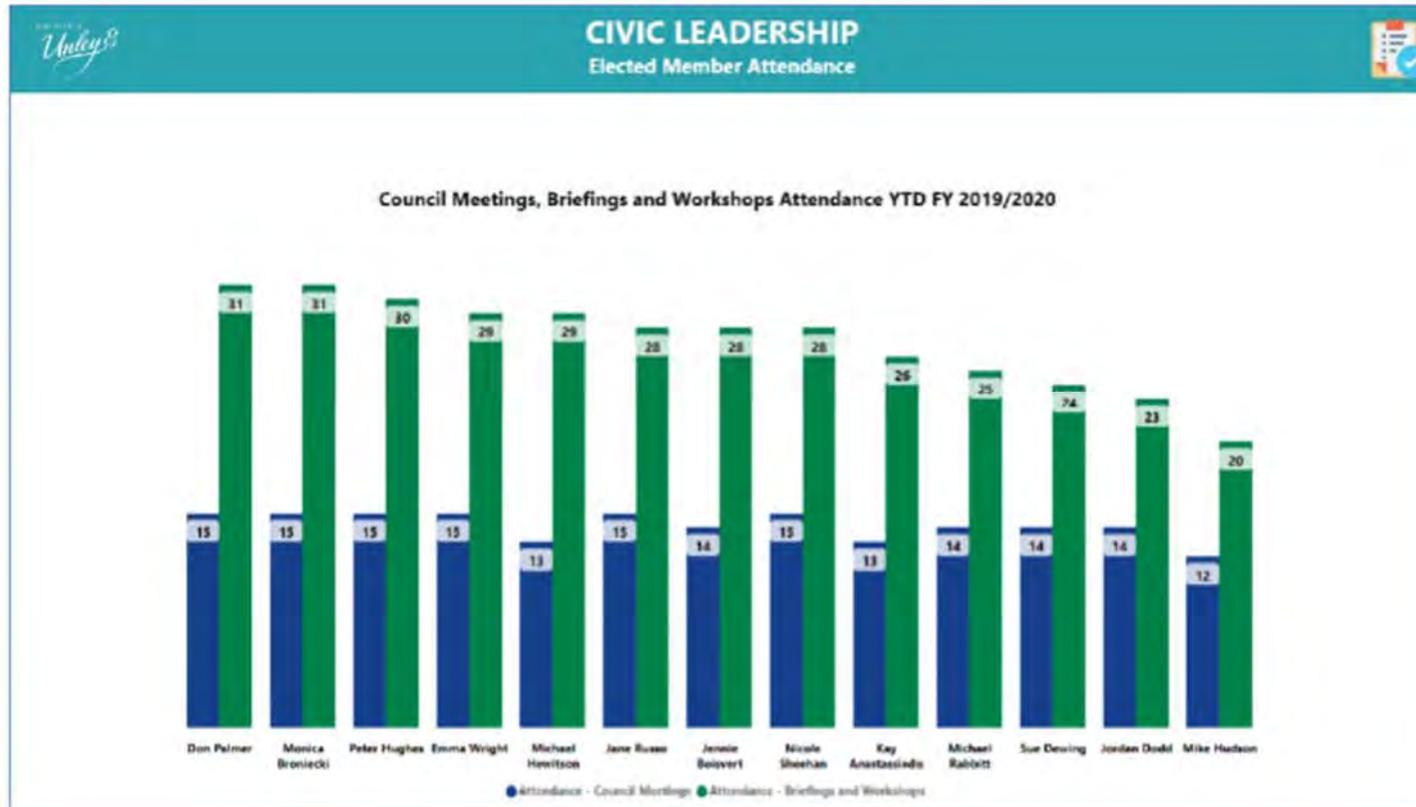


Commentary

A total of 186 customers participated in an independent phone survey regarding their satisfaction with the Council between the period July – September 2019, delivering a satisfaction rating of 77% for the quarter. This satisfaction score is above the SA councils benchmark of 71% and above the adopted target of 80%.

With the implementation of the corporate 3-year Customer Experience Program in July 2017, overall satisfaction has improved by 30%.

First Call Resolution (addressing the customer’s need the first time they call, thereby eliminating the need for a customer to follow up with a second call) is currently at 73%, which is well above the industry benchmark of 57% and close to the Councils target of 80%. There has been a 32% increase in First call resolution since the commencement of the corporate Customer Experience Program, and this can be attributed to the recruitment of highly skilled customer experience officers; upgrades of systems to allow for greater automation and efficiency; and improved quality of information across the organisation.



Commentary

For the 1st Quarter there were 15 Council Meeting and 31 Briefings and Workshops.

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
1. Customer Experience		
Continue to develop a customer service focused culture across the organisation	<p>This is the final year of a 3 year Customer Experience Program that includes the following initiatives:</p> <p>Service Standards</p> <ul style="list-style-type: none"> • Develop internal customer service standards charter for staff. • Finalise and publish external customer service standards charter based on agreed timeframes and service standards. <p>Customer Self Help Options</p> <ul style="list-style-type: none"> • Develop business processes for each online function/form via the website. • Implement a new Website to increase self-help service options within the redesigned website. <p>Service Quality and Assurance</p> <ul style="list-style-type: none"> • Lead organisational change towards a consistent customer first approach. • Continue to undertake customer consultation/ feedback using a diverse range of methodologies. • Continue to refine and improve metrics and analytics to measure, monitor and manage the delivery of customer service across the organisation. 	<ul style="list-style-type: none"> • Customer Satisfaction by June 2020: ≥80%. • First Contact Resolution by June 2020: ≥80%. • Reduction in customer complaints relating to responsiveness and timeliness: ≥10%. • Increase in online customer transactions: ≥20%. • Satisfaction rating for ease of use of online tools: ≥80%. • Service standards developed and embedded in the organisation. • Website improvement and associated tools. • Customer feedback provided through a variety of measures.
<p>1. Customer Experience</p> <p>Year 3 of the Customer Experience Program is on track, noting the following progress and achievements:</p> <ul style="list-style-type: none"> • Overall customer satisfaction score of 85% achieved, exceeding the target. • First Call Resolution is currently 74%, being a 20% increase since the commitment of the Program and close to the City of Unley target of 80%. • Complaints have decreased 11% from the same period last year, exceeding the target. Complaints are now 0.5% of the total interactions with the City of Unley. The number of complaints about staff lack of responsiveness is down 44% from the same time in the previous year. • Methods of measuring satisfaction are in place (and reported upon later in this report). Additional measurements for online tools have been included in the soon to be launched webchat function and is also being explored as part of the new Council website. • External Service Standards have been developed and launched to staff with training in progress. A Customer Service Standards flier has been developed for external customers and is available at all Council sites. • Website improvements are being incorporated as part of the new Council website due for launch in February 2020. • Customer Consultation/ feedback mechanisms are in place and undertaken through monthly surveying of 150 random customers, exit point evaluation forms at all Council sites and annual surveying of clients of Community Services (Library, Swim Centre, aged care services, community Centres). Additionally, Council's 3-year Community Satisfaction survey is scheduled to be undertaken in mid-2020. 		

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
2. Strategic Infrastructure Projects		
<p>Undertake Strategic Infrastructure Projects that support the City of Unley's Four Year Plan 2017-2021 and Community Plan 2017-2033.</p>	<p>Complete the King William Road Streetscape Project The King William Road streetscape project is to be undertaken in 2019/20 and is expected to be completed in February 2020. The new streetscape will provide for a flexible and adaptive road reserve environment in a main street with competing priorities. The project's success will be measured not only in terms of timeliness and financial indicators but also on how we engage and support residents and traders during the construction period.</p> <p>Implement Year 2 of Council's Walking and Cycling Plan This project seeks to continue the implementation of improvements identified in the Walking and Cycling Plan endorsed by Council. The Plan is a 5-year Plan but is subject to an annual budget approval. Year 2 of the Plan, 2018-19, is funded.</p>	<ul style="list-style-type: none"> • King William Road project completed within budget and by end of first quarter 2020. • Support measures provided for businesses and residents. Regular communication provided by a range of mediums. • Independent survey undertaken at the completion of the project on the effectiveness of communication. • Construction of Weller Street enhancements by June 2020 following the completion of King William Road Upgrade. • Complete feasibility study and concept designs for bike route improvements along Park Street (Unley Road – King William Road) by March 2020. • Complete feasibility study and concept designs for bike route improvements along Mitchell Street (King William Road – Weller Street – Goodwood Road) by March 2020. • Complete feasibility study and concept designs for bike route improvements along Simpson Parade / Glen Osmond Creek by June 2020. • Complete feasibility study and concept designs for pedestrian and cyclist crossing at intersection of Windsor Street / Wattle Street by December 2019.

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
	<p>2. Strategic Infrastructure Projects</p> <ul style="list-style-type: none"> • King William Road Upgrade was substantially completed on 2 December 2019. Final completion is expected by mid-January 2020. An independent survey regarding the effectiveness of Council's community engagement during construction will be undertaken in the months following final completion. • The Administration has engaged a consultant to develop the detailed design of the Weller Street cycling enhancement works. Delivery of the works will be tendered following the completion of the detailed design and is scheduled for completion by the end of June 2020. • The development of a feasibility study and concept design for bike route improvements along Park Street is unfunded. The Administration will undertake this work using internal resources and is scheduled for completion by the end of June 2020. • The Administration will undertake a feasibility study and concept design for Park Street and this work is scheduled for completion by the end of June 2020. • The Administration has engaged a consultant to develop a concept design for a pedestrian and cycling crossing at the intersection of Windsor Street / Wattle Street which is scheduled for completion by the end of December 2019. 	

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
3. Digital Strategy		
<p>The City of Unley's Digital Strategy provides a practical framework to guide the Council's provision of digital services and use of digital and Smart City technologies, supporting Unley's Four Year Delivery Plan 2017-2021 and Community Plan 2017-2033.</p>	<p>Deliver Year 2 of a Four Year Plan that includes the following initiatives:</p> <p>Digital Services</p> <ul style="list-style-type: none"> Transformation of 3 Council services using digital technologies – tree management, parking permits management and booking of outdoor community facilities. Re-design of Council website Information Architecture to be service oriented. <p>Digital Workplace</p> <ul style="list-style-type: none"> Delivery of the "Digital Workplace" Intranet system for Council staff. Improvement of Council Employee Experience through the use of digital technologies. <p>Smart Cities</p> <ul style="list-style-type: none"> Implementation of Smart City initiatives on King William Road to support accessibility and economic growth. Implementation of Smart City technology in Heywood Park to provide insights into utilisation and inform the future maintenance of assets 	<ul style="list-style-type: none"> 3 transformed services implemented with a 'go-live' date May 2020. Website architecture (platform) implemented September 2019. Website 'go-live' (full) April 2020. Digital Workplace architecture (platform) implemented Oct. 2019. Digital Workplace 'go-live' (full) May 2020. Implementation of a revised external recruitment and on-boarding process May 2020. Removal of 3 HR paper-based forms May 2020. Implementation of electronic signatures for HR forms by December 2019. Smart data platform implemented December 2019. Implementation of smart technology in Heywood Park September 2019. Implementation of smart technology in King William Road.
<p>3. Digital Strategy</p> <ul style="list-style-type: none"> Council has appointed a vendor for online forms and is in the process of digitising a range of forms and services to launch with the new Council website in February 2020. A pilot project digitising Council's Expiation Review process has been successful and is delivering both customer and internal efficiencies. The transformation of the three identified Council services using digital technologies has commenced. The services (end to end) are being mapped and workshopped to ensure our people centred design approach is used. It is expected that "go live" by May 2020 can be achieved. The development of the new Council website Information Architecture (IA) has been led by Atomix, an experienced leading local business. The designing process is evidence-based through analytical behaviour monitoring and testing, and using focus groups with external customers, staff and Elected Members. Software vendor OpenCities has been selected to provide the new Council website and Digital Workplace platform following a competitive tender process. OpenCities is an experienced partner and leads in the delivery of government solutions. Council is working closely with the vendor to implement the new website by February 2020, and the Digital Workplace (internal) by May 2020. 		

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
	<ul style="list-style-type: none"> • "My Recruitment Plus" has been selected to digitise and streamline Council's employee recruitment and on-boarding processes. The software includes an online recruitment portal that will be integrated into the new Council website. Internal HR forms are being digitised and the use of digital signatures will be applied. Implementation is underway with an early "go live" in February 2020. This implementation will deliver process efficiencies and improve the recruitment process for applicants. • A Smart City data platform has been implemented alongside the installation of Smart Technology in Heywood Park. Data relating to environmental information, including temperature, air quality, noise levels and air quality as well as pedestrian traffic movement is being collected and monitored. • Implementation of smart technology as part of the King William Road upgrade will progressively be introduced. Installation of signage will be completed by mid-January 2020 as part of the final completion of works. 	

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
4. Financial		
<p>Ensure the sustainability of the organisation through sound financial management principles and on-going reviews of its operations to realise efficiency gains</p>	<ul style="list-style-type: none"> • Prepare the Draft 2020/21 Annual Business Plan and Budget in line with CPI (March, 2019 quarter) and with no reduction of services. • Advise Council of any existing services that could be improved in terms of efficiency or discontinued to realise financial savings. 	<ul style="list-style-type: none"> • Draft ABP prepared for Member review by no later than April 2020. • Council be advised quarterly of 2 suggested services (or activities) for review. • 2020/21 Annual Operating Plan include clear levels of service for each service area. • New LTFP prepared and adopted by Council
<p>4. Financial</p> <ul style="list-style-type: none"> • An independent review of Council's Procurement area has been completed. The review considered resourcing, processes, knowledge and skills across the business, delivery model and opportunities to improve alignment to the Procurement Policy. Administration is currently considering the findings and recommendations of the review. • A review of the Payroll function has commenced which will consider the best model of delivery (including outsourcing). • The 2018-19 Financial Statements have now been endorsed. The end of financial year result provides the start of the LTFP review process, and statistical forecast data is being collated. The draft LTFP will be discussed with Council and the Audit Committee before it is presented for adoption. The adoption of the LTFP will set the parameters for the development of the 2020-21 Annual Business Plan and Budget. 		

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
5. Organisational Culture		
<p>Continue to develop a performance-based culture across the organisation and build the capability and capacity of the people</p>	<p>Culture affects performance, employee engagement and the ability to create an innovative and positive work environment. The prevailing culture is what our community and customers experience when they engage with us.</p> <p>Key initiatives for 2019/20 include:</p> <ul style="list-style-type: none"> • Development of an internal communications plan – contributing to employee engagement. • Review of reward and recognition mechanisms to ensure success is acknowledged equitably and celebrated in the organisation – contributing to employee retention. • Development of success metrics relating to employee engagement, • Development and implementation of Organisation Climate Surveys. • Development of a workforce plan identifying resources required to deliver Council's Four Year Plan. 	<ul style="list-style-type: none"> • Internal Communications Plan developed by June 2020. • Review and Recognition Policy adopted by December 2019. • On-line Climate Survey tool selected for implementation by March 2020 and survey conducted by June 2020. • Resources required to deliver the Four Year Delivery Plan identified by March 2020.
<p>5. Organisational Culture</p> <ul style="list-style-type: none"> • The development of the Internal Communications Plan will commence early in the new calendar year. • The review of the Reward and Recognition Policy is underway but will not be completed by December 2019. Engagement with staff is well underway through a cross functional group that has identified and assessed the current recognition mechanisms and have formed a desired path for the future. The group has started the development of a best practice guide to guide our leaders and staff as to when and how we recognise staff, with a focus on increasing peer to peer recognition using the organisational values as our framework. The draft guide will be presented to the Executive early in the New Year for consideration and endorsement. • Administration attended a presentation of an online Climate Survey tool to inform scoping of a solution to measure employee engagement. Scoping will continue, and the implementation dates will be reviewed before the end of December 2019. • Council is currently in the process of reviewing its 4 Year Delivery Plan. Workshops with Elected Members are scheduled for January and at the completion of the workshops, Administration will consider any impacts which will be dependent on resourcing depending on the amount of change. This change will determine if the March 2020 delivery target can be achieved. 		

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
6. Non-Rate Based Funding		
Increasing the sourcing of non-rate based revenue	Currently Council receives most of its income from rates. It is important that we continue to look at alternative sources of revenue. Success in attracting suitable grant funding provides Council with another legitimate source of income that can augment the timely delivery of its Community and Strategic Plans. Other strategies could involve fee for services and partnership arrangements.	<ul style="list-style-type: none"> • The review of Council Services to identify savings include the identification of additional income generation opportunities. • Continued corporate performance reporting on external grants to Council. • A report be submitted to Council identifying non rate based revenue streams that could be introduced.
<p>6. Non Rate Based Funding (Nicola)</p> <ul style="list-style-type: none"> • Council has been proactive in seeking funding from external sources. New funding will be received from the Department for Environment and Water for the Living Streets Pilot Program, \$59K. Council has lodged applications and is still waiting to hear whether any additional funding for King William Road is forthcoming. 		

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
7. Environment		
<p>Continue to implement policies, strategies and projects to drive improved environmental sustainability across the City</p>	<p>The Council has established a number of policies and strategies to maintain and enhance our urban environment and strengthen our City's resilience to climate change. The on-going implementation of strategy through a diverse range of key projects will demonstrate the Council's leadership to our community.</p> <p>For 2019/ 20, it is suggested that the following actions be implemented.</p> <ul style="list-style-type: none"> • Development of a new waste management plan and negotiation of a new waste management contract. • Implementation of year one of the Canopy Action Plan which includes: <ul style="list-style-type: none"> ○ Updated and expanded Tree Strategy. ○ Accelerated planting program (250 new trees across the city). ○ Community education and advocacy projects. 	<ul style="list-style-type: none"> • A new waste management plan endorsed by Council by December 2019. • A new waste management contract endorsed by Council by March 2020.. • An updated and expanded Tree Strategy is endorsed by Council for community consultation by February 2020. • 250 new trees planted on Council land by June 2020 (in addition to the 500 trees included as part of the street tree replacement program). • Minimum of 3 tree focused community events / activities held prior to June 2020.
<p>7. Environment</p> <ul style="list-style-type: none"> • The Administration has commenced the development of a new Waste Management Plan and this is scheduled for completion by the end of April 2020. • The Administration has extended its current Waste Management Contract with SOLO until September 2021 to allow development of a new Plan which will influence future directions. • The review of Council's Tree Strategy has commenced and is scheduled for completion by the end of February 2020. • All additional trees will be planted by the end of June 2020. • The Administration has held community events as part of the Tree Strategy review which, together with the Living Streets program, is currently underway. 		

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
8. Strategic Planning		
<p>Undertake a number of Strategic Planning initiatives that will assist the Council achieve the goals of the Community Plan</p>	<p>Assist the Council to develop a new Four Year Plan for 2020-2024</p> <ul style="list-style-type: none"> With the election of the new Council, it is timely that a new Four Year Plan be developed together with key indicators/ milestones for reporting. <p>Develop an Economic Development / Growth Strategy</p> <ul style="list-style-type: none"> The Economic Development Plan is no longer current. A new Plan will be developed once Council has provided the strategic direction on Economic Development. The analysis will include the 'do nothing' option with regard to Council's role. <p>Develop a master plan for Arthur Street strategic site</p> <ul style="list-style-type: none"> This site is one of the few large sites in the city of Unley and is presently underutilised. The intention is to develop a masterplan in conjunction with the State Government and the owners to identify suitable uses of the site. This will eventually lead to a potential DPA for the site or the area bounded by King William Road, Arthur Street, Queen Street and Mary Street. <p>Develop a master plan for area bounded by Frederick / Unley Road / Edmund and Trimmer</p> <ul style="list-style-type: none"> As part of the Unley Central precinct, Council will develop a strategic plan for this area to guide future decisions. Several potential uses have been discussed in the past and these will be further investigated. This will be a project over 2-3 years so, for 2019/20, we will investigate traffic conditions in Rugby and Trimmer Terraces, uses of the council cottages in Edmund Avenue, shifting the traffic lights from Unley / Oxford and creating a more pedestrian friendly environment in Oxford Terrace. This may require allocation of additional budgetary resources. 	<ul style="list-style-type: none"> Workshop facilitated with Elected Members, new Four Year Plan developed with measurable indicators. Economic Development Plan identifying Council's role prepared for Council's consideration. Master Plan prepared with several options for Council's consideration. Community engagement undertaken to obtain community feedback on masterplan options before finalising. Undertake concept plans of possible uses of Edmund Avenue cottages. Investigate one-way traffic concept in Rugby and Trimmer Terrace between Oxford and Edmund Avenues. Undertake design of village green enhancements and implement design outcomes.

CEO KPI's 2019/20

Key Performance Indicators	Description	Milestones
	<p>8. Strategic Planning</p> <ul style="list-style-type: none"> • Work has commenced on the review of the Four Year Delivery Plan. Staff are currently participating in workshops to document achievements to date against the Plan. A weekend workshop is scheduled with Elected Members for 18 January 2020. • The Administration has commenced the development of an Economic Development Growth Strategy. A consultancy brief has been developed and the Administration will shortly engage a consultant to develop the Strategy which is scheduled for completion by the end of April 2020. • The development of a master plan for the Arthur Street strategic site was completed in September 2019. • The development of a master plan for the area bound by Frederick Street / Unley Road / Edmund Avenue/ Trimmer Terrace is a 2-3 years project with prioritised targets. • The Year 1 targets scheduled for delivery in 2019/20, and by no later than 30 June 2020 are to: <ul style="list-style-type: none"> ○ finalise concept plans for possible use of Edmund Avenue Cottages with a report to be presented to Council in December 2019; and ○ finalise design of Village Green and implement outcomes. • The Year 2-3 targets scheduled for delivery in 2020/21 subject to Council approval are summarised below: <ul style="list-style-type: none"> ○ investigate the one-way traffic concept in Rugby Street and Trimmer Terrace between Oxford Terrace and Edmund Avenue; and ○ finalise draft master plan, undertake consultation and develop final master plan. 	

DECISION REPORT

REPORT TITLE:	COLLABORATION - CITY OF TRIKALA
ITEM NUMBER:	4.9
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	DALLIS VON WALD
JOB TITLE:	PRINCIPAL GOVERNANCE OFFICER
ATTACHMENTS:	NIL

1. **EXECUTIVE SUMMARY**

In July 2019, the CEO visited the Municipality of Trikala (Trikala) to learn about Trikala's smart city journey, and to see some of the smart projects undertaken within Trikala.

A report was provided to Council at its meeting of 23 September 2019 and more recently, a presentation was provided to Members on opportunities for collaboration with Trikala.

The Mayor of Trikala has indicated that Trikala is interested in pursuing a "twinning" relationship with the City of Unley (Unley). Under this arrangement, both councils would share information/ideas and work collaboratively on similar issues affecting their respective municipalities.

The areas identified by Trikala are based upon the City of Unley's shared strategic directions, which relate to:

- Smart City initiatives;
- Environmental initiatives (e.g. greening, energy efficiency);
- Cycling and Walking;
- Age Friendly Cities; and
- Arts & Culture.

This report proposes that Council enters into an agreement with the Municipality of Trikala to work collaboratively and to share information on relevant areas of interest to both councils.

2. **RECOMMENDATION**

That:

1. The report be received.

2. The Administration be empowered to draft correspondence from the Mayor of the City of Unley to the Mayor of the Municipality of Trikala, to indicate the City of Unley's willingness to establish a Twinning Relationship with the Municipality of Trikala, through the development of a Memorandum of Understanding, based upon the following key interest areas:
 - Smart City initiatives;
 - Environmental initiatives;
 - Cycling and Walking;
 - Age Friendly Cities; and
 - Arts and Culture.
-

3. **RELEVANT CORE STRATEGIES/POLICIES**

4. Civic Leadership

4.1 We have strong leadership and governance.

4. **BACKGROUND**

The Chief Executive Officer visited the Municipality of Trikala in July 2019, attending a series of meetings and site visits with Trikala's Mayor, other members of the council and senior executives, to learn about Trikala's Smart City journey and to see some of the smart projects undertaken. Trikala was recently shortlisted as one of the 'Top 21 Smart Cities' in the world and is recognised as being one of the top smart cities in Europe.

During this visit to Trikala, the CEO held discussions regarding the development of Trikala's Strategic Plan and the focus on smart city initiatives to help achieve that plan. A report on the findings of the visit was provided to Council in September 2019 and a presentation on specific areas of relevance to the City of Unley was provided to members at a briefing on 12 November 2019.

The Mayor of Trikala (Mr Dimitris Papastergiou) has indicated that Trikala is interested in pursuing a "twinning" relationship with Unley. The areas identified as potential collaborative projects based on work both cities are undertaking include:

- Smart City initiatives;
- Environmental initiatives (e.g. greening, energy efficiency);
- Cycling and Walking;
- Age Friendly Cities; and
- Arts and Culture.

Trikala has other twinning relationships with cities from Europe, China and the United States of America. These relationships are based on collaboration around key interest areas:

1. Hamburg, Germany – *environmental protection, education, new technologies, agricultural, industrial, and commercial activities.*
3. Talence, France – *education, culture, and sports.*
4. Castrop-Rauxel, Germany – *education, culture, and tourism.*
5. Pyatigorsk, Russia – *culture, commerce, education, health, and sports.*
6. Vranje, Serbia – *digital technology for community rights.*
7. Tucson, USA – *culture, science, and education.*
8. Brasov, Rumania – *economic development.*
9. Banan District, China – *industrial production.*

5. DISCUSSION

Under a twinning relationship, Trikala and Unley would share information/ideas and work collaboratively on similar issues affecting their respective municipalities. The identified areas of interest are:

Smart City Strategy

In 2015, Trikala set a strategic vision to be a “Resilient, Smart and Efficient” city by 2025. This vision informed the development of a strategic plan (*Trikala 2025 Strategic Plan*) that prioritised smartness to deliver local efficiencies and resilience.

The underlying approach by the council was to utilise technology with the people, for the people and Trikala. Two specific goals were developed around simplifying digital accessibility to data and services and offering useful information and services only. Both Trikala and Unley are committed to standardising, digitally transforming, and simplifying their processes and services using smart technology and applications.

Unley has also developed a Digital Strategy which is currently being implemented over several years and to date, the focus has been on digitally transforming (and simplifying) its processes (e.g. development applications, parking expiation reviews).

Both Trikala and Unley are committed to standardising, digitally transforming, and simplifying their processes and services using smart technologies and applications.

Open data is an emerging focus area for Local Government in Australia, allowing for an ease of access to information for residents. The City of Trikala has developed a policy on the scope of what data is and is not, provided to residents, and communicated this via several means.

Whilst Unley has many data sets available, as a first step, Council needs to develop a policy position on what data sets (and to what level) are to be made readily available to the public. Following the November briefing to Members, work has begun on developing an Open Data Policy.

One area which both Cities are working on is the capturing and reporting of customer requests against set standard levels of service. Unley has over the last two years, captured and reported customer requests as a means of reporting against set standards (e.g. street sweeping requests).

Recently, Council has begun to map these on relevant GIS layers to identify any relevant trends that may result in efficiencies and improvements to services. By way of comparison, Trikala has monitored waste collection, street-sweeping routes and street lighting outages and this has resulted in modifications being made to improve the service and/or reduce costs. This is an area where both councils would benefit from collaboration.

Innovation Hub

The creation of an innovation hub has been an enormous success for Trikala and is something that is of interest to Unley.

In May of this year, Trikala and its subsidiary (e-Trikala) established a local innovation hub to drive innovation and productivity of Small to Medium Enterprises (SMEs), as well as to support new businesses that utilise digital technologies and creativity. The Hub targets digital and non-digital SMEs and provides them with tailored strategy and leadership support as well as free accommodation for 12 months.

One of the main criteria is that the municipality would be a test bed for the innovation, and at the end of the test period, Trikala would be provided with the technology or application at no cost.

With regard to Unley, preliminary discussions have been held with the State Minister for Innovation and Skills (David Pisoni MP) who is supportive of establishing an innovation hub within the City. An innovation hub is also in keeping with Council's desire to support local SMEs and this concept has been discussed by the Civic Precinct Working Group as a possible use of one of the Village Green cottages.

The CEO of e-Trikala has indicated he is willing to share information on the framework established which ensured Trikala benefited from any innovation tested.

Community Engagement

In line with its approach to "open data", Trikala has introduced an e-Government tool that provides a platform for citizens to participate in the decision-making processes of the city, combining online deliberative and voting processes.

The platform comprises a range of tools:

- a top-down e-Survey system, where Trikala can ask citizens to respond to specific issues of interest to the municipality;
- a bottom-up “e-Petition” system where citizens can raise their own initiatives and ideas as well as petitions to Trikala;
- an e-forum for direct moderated dialogue; and
- a fully operational e-deliberation process that uses a range of e-tools.

The platform and process are used by Trikala to test potential strategic topics for deliberation (the focus being on topics that have a strategic and long-term developmental impact on the municipality). One of the topics considered using this process was the implementation of a cycling plan for the municipality, which involved converting several streets into malls for pedestrians and cyclists, as well as replacing on-street parking lanes with bicycle lanes. This Plan has assisted the municipality to achieve a cycling rate in the order of 20%.

In terms of Unley, this community engagement concept is worth exploring to enhance the existing processes. The “Your Say Unley” process is similar to the Trikala model and can be used as a platform to extend engagement, including allowing residents to raise ideas and initiatives. The only time a model of this nature has been used before was the previous State Government’s “Fund my Neighbourhood” programme—although this was not tied to any strategy.

Another initiative that Trikala use is its “e-Complaint System” (comparative to Unley’s customer request system). This project has had great success and has been embraced by the community. With the e-complaint system, people can send requests/complaints electronically or via a mobile as well as traditional methods (e.g. phones) and get issues resolved quickly.

Requests are logged and mapped simultaneously to allow better planning of work schedules, and the resident is advised about the estimated response time. The resident can view requests that are open, in progress, or completed, and can rate the service.

Again, there are many similarities with Unley’s customer request system and its efforts to encourage residents to lodge their requests on-line.

Environmental Initiatives

This is an area where both councils can work together to progress their commitment to environmental sustainability and managing climate change. The Mayor of Trikala was impressed with Unley’s work in the areas of waste management, water sensitive urban design, water re-use and greening initiatives, and felt that Trikala would benefit from collaborating with Unley. On the other hand, Unley could learn from Trikala in relation to energy efficiency plans and its walking/cycling strategies.

Active Ageing Projects

Both councils have undertaken significant work in Active Ageing and supporting people to stay at home for as long as possible. Trikala has successfully introduced a tele-health program whereby a patient's health is pro-actively monitored at home to prevent them from being admitted to a hospital or institution.

Similarly, Unley's Active Ageing Strategy is focused on helping people stay at home for as long as possible, and given Unley's strong reputation in this area, there is the opportunity to work collaboratively with Trikala on several projects in this area. Trikala could benefit from Unley's holistic approach to creating an age friendly city, whilst Unley could benefit from specific programs that cater for elderly Greeks, based upon the large number of Greek people within the city.

5.1 Summary

Each of the suggested areas are consistent with strategic interests of Unley and provide an opportunity for both councils to assist each other through mentorship, in areas where the other council is more advanced. For example, whilst Trikala is further progressed in the smart city initiatives (including innovation), Unley is more advanced in the areas of greening, waste management and in some areas of active ageing.

It is suggested that Council considers the proposal of twinning with Trikala, as a means of promoting mutual learning and collaborative processes.

If Council is supportive of furthering a twinning relationship with Trikala, it is suggested that the Administration be empowered to draft a letter from the Mayor of the City of Unley to the Mayor of the Municipality of Trikala, to initiate the process of formally establishing a twinning relationship, through the development of a Memorandum of Understanding.

6. ANALYSIS OF OPTIONS

Option 1 –

1. The report be received.
2. The Administration be empowered to draft correspondence from the Mayor of the City of Unley to the Mayor of the Municipality of Trikala, to indicate the City of Unley's willingness to establish a Twinning Relationship with the Municipality of Trikala, through the development of a Memorandum of Understanding, based upon the following key interest areas:
 - Smart City initiatives;
 - Environmental initiatives;
 - Cycling and Walking;
 - Age Friendly Cities; and
 - Arts and Culture.

This option allows Council to further a twinning relationship with the Municipality of Trikala for the purposes of information sharing and collaboration in the areas identified in this report.

Under this option, a letter would be sent from Mayor Hewitson to Mayor Papastergiou, indicating the City of Unley's willingness to establish a twinning relationship with the Municipality of Trikala, with the objective of developing a memorandum of understanding to be brought back to Council for formal endorsement.

Option 2 –

1. The report be received.

This option would receive the Report and take no further action in relation to a twinning relationship with the Municipality of Trikala.

7. RECOMMENDED OPTION

Option 1 is the recommended option.

8. POLICY IMPLICATIONS

8.1 Financial/Budget

- There are no financial impacts to the Council associated with entering into an agreement with the Municipality of Trikala.
- Any initiatives identified for progression would be subject to consideration as part of Council's normal budget processes.

8.2 Staffing/Work Plans

- Any projects identified will be in accordance with our strategic directions and would therefore not impact on staff work plans.

9. REPORT CONSULTATION

Following Council's resolution at its September meeting (Item C01014/19, 23/09/2019), a workshop was held with the Elected Members in November to discuss the relevance and potential benefits of Smart City Initiatives introduced in Trikala and to determine Unley's strategic priorities in relation to a twinning relationship with the Municipality of Trikala

10. REPORT AUTHORISERS

Name	Title
Peter Tsokas	Chief Executive Officer

DECISION REPORT

REPORT TITLE:	S270 REVIEW OF CHIEF EXECUTIVE OFFICER'S DECISION
ITEM NUMBER:	4.10
DATE OF MEETING:	09 DECEMBER 2019
AUTHOR:	DALLIS VON WALD
JOB TITLE:	PRINCIPAL GOVERNANCE OFFICER
ATTACHMENTS:	<ol style="list-style-type: none">1. FINAL REPORT – REIMBURSEMENT OF TRAFFIC FINE-SECTION 270 REVIEW2. APPLICANT'S COMMENTS ON DRAFT REPORT- REIMBURSEMENT OF TRAFFIC FINE-SECTION 270 REVIEW

1. **EXECUTIVE SUMMARY**

This report presents the results of a request for a review of Council's decision, in accordance with s270 of the *Local Government Act 1999* to Council for determination, as per the requirements of Council's *Procedure for Internal Review of a Council Decision*.

The Applicant held the role of community bus driver with the City of Unley from September 2016 until September 2019. He has requested a s270 review of the Chief Executive Officer's decision to deny the Applicant's request for reimbursement of the monetary component of a Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc).

As the Chief Executive Officer was involved in the second level review, under Council's *Procedure for Internal Review of a Council Decision*, the matter is to be referred to Council for consideration.

In this internal review, information provided by the Applicant and Council's officers has been taken into account.

2. **RECOMMENDATION**

That:

1. The "Final Report – Reimbursement of Traffic Fine-Section 270 Review" as set out in Attachment 1 to this report (Item 4.10, Council Meeting, 09/12/2019) be received.
 2. *The matter is for Council to determine – options are provided at Section 6 of this Report.*
-

3. RELEVANT CORE STRATEGIES/POLICIES

4. Civic Leadership

4.3 Our business systems are effective and transparent.

4. BACKGROUND

The Applicant was driving Council's community bus in a volunteer capacity on 25 June 2019, when he was photographed driving through a red light at the corner of Adelaide Road, and the South Eastern Freeway, Littlehampton (the Incident). The Expiation Notice Branch issued Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc) on 26 June 2019.

The Applicant contended that there were extenuating circumstances for the infringement, and was willing to accept the loss of demerit points associated with the Expiation, but requested that Council cover the cost of the fine. Council's Volunteer Coordinator declined the request, based upon the relevant policies and procedures set out in the Council's Volunteer Handbook. This decision was supported by the General Manager, City Services.

A second request for reimbursement of the monetary component of the expiation was made to the Manager Community Development & Wellbeing, who forwarded the request to the Chief Executive Officer for determination. The Chief Executive Officer supported the previous process and decision made, therefore declining the Applicant's request.

The Applicant now requests a review of the decision relying upon s270 of the *Local Government Act 1999*. As the Chief Executive Officer was involved in the second level review, under Council's *Procedure for Internal Review of a Council Decision*, the matter is to be referred to Council for consideration.

5. DISCUSSION

The review found that the decision by the Volunteer Coordinator to deny reimbursement of the monetary component of the expiation, which was supported by the General Manager, City Services; and the reviewed decision by the Chief Executive Officer, were both made within authority, and through appropriate application of Council's volunteer management framework and relevant policies.

The Applicant was made aware of and accepted his obligations as a volunteer bus driver on a number of occasions. He was appropriately inducted into the volunteer service and performed his duties for a number of years without incident. Unfortunately, the extenuating circumstances provided by the Applicant could not be verified, and the reliance upon those circumstances did not amount to reason enough to put aside the application of the volunteer management framework when deciding upon the matter.

No specific recommendation has been made in the report, as the matter is to be determined by Council. The options available to Council in relation to this matter are:

- confirm the decision;
- vary the decision, or
- set the decision aside completely in favour of a new decision.

The full report, inclusive of annexures, is attached to this report for review and determination by Council.

Attachment 1

6. ANALYSIS OF OPTIONS

Option 1 –

1. The “Final Report – Reimbursement of Traffic Fine – Section 270 Review” as set out in Attachment 1 to this report (Item 4.10, Council Meeting, 09/12/2019) be received.
2. Option to be determined by Council.

No recommendation has been provided as this matter is to be determined by Council, following review of the attached report. Council may decide to:

1. confirm the decision;
2. vary the decision; or
3. set the decision aside completely in favour of a new decision,

and the following guidance is provided to assist Council with determination of an appropriate resolution on this matter.

- If Council wishes to confirm the decision, the following resolution wording is provided:
 1. The “Final Report – Reimbursement of Traffic Fine – Section 270 Review” as set out in Attachment 1 to this report Item 4.10, Council Meeting, 09/12/2019) be received.
 2. Having regard to the Findings of the “Final Report – Reimbursement of Traffic Fine – Section 270 Review”, it be acknowledged that the actions of the Administration which informed the original decision of Council were appropriate, the original decision be confirmed, and the Applicant’s request for reimbursement be declined.

This option provides for Council to confirm the decision of the Chief Executive Officer and decline the Applicant’s request for reimbursement, based upon the facts the relied upon in the the report.

- If Council wishes to vary the decision, it may wish to adopt the following resolution:
 1. The “Final Report – Reimbursement of Traffic Fine – Section 270 Review” as set out in Attachment 1 to this report (Item 4.10, Council Meeting, 09/12/2019) be received.
 2. Having regard to the Findings of the “Final Report – Reimbursement of Traffic Fine - Section 270 Review”, it be acknowledged that the actions of the Administration which informed the original decision of Council were appropriate, however Council determines that <variation to be determined by Council>.

This option provides for Council to confirm the decision of the Chief Executive Officer, however it may vary the decision in a manner that it sees fit. This option acknowledges that the process undertaken to come to the Chief Executive Officer’s decision was valid, however having weighed up the information presented in the final report, Council has determined to vary the decision, as it deems appropriate.

- If Council wishes to set the decision aside in favour of a new decision, it may wish to adopt the following resolution:
 1. The “Final Report – Reimbursement of Traffic Fine – Section 270 Review” as set out in Attachment 1 to this report (Item 4.10, Council Meeting, 09/12/2019) be received.
 2. Having regard to the Findings of the “Final Report – Reimbursement of Traffic Fine – Section 270 Review”, Council determines that the decision be reversed due to the following reasons <reasons to be inserted>, and the Applicant’s request for reimbursement be acceded to.

This option provides for Council to reverse the decision of the Chief Executive Officer, and accede to the Applicant’s request for reimbursement. The option would be implemented if Council was of the view that the Administration erred in its process and decision making, and would require the reasons for the Administration’s error to be included in the resolution.

7. RECOMMENDED OPTION

The matter is for Council to determine.

8. POLICY IMPLICATIONS

8.1 Financial/Budget

- The cost of the monetary component of the expiation was \$524.00, therefore this amount would be reimbursed to the Applicant if Council resolves to make that decision.

8.2 Legislative/Risk Management

- Council’s policies provide a consistent and transparent application of process to scenarios. Council’s approach has been to hold both employees and volunteers accountable for traffic infringements, with demerit points and costs being met by the individual involved in incidents.

9. REPORT CONSULTATION

The draft report was provided to the Executive Manager, Office of the CEO for review, and to the Applicant for comment and submission prior to inclusion in the Council Agenda, which was considered and is attached to this report.

Attachment 2

As required by Council’s *Procedure for Internal Review of a Council Decision*, the Applicant has been informed of the Council meeting at which the report will be tabled.

10. REPORT AUTHORISERS

Name	Title
Tami Norman	Executive Manager, Office of the CEO

s270 Review- [REDACTED]

Summary

The Applicant, [REDACTED] was driving Council's community bus on 25 June 2019, when he was photographed driving through a red light at the corner of Adelaide Road, and the South Eastern Freeway, Littlehampton (the Incident). The Expiation Notice Branch issued Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc) on 26 June 2019. The Applicant contended that there were extenuating circumstances for the infringement, and was willing to accept the loss of demerit points associated with the Expiation, but requested that Council cover the cost of the fine. Council's Volunteer Coordinator declined the request, based upon the relevant policies and procedures set out in the Council's Volunteer Handbook. This decision was supported by the General Manager, City Services.

Mr [REDACTED] made a second request that Council pay the fine associated with the Expiation to the Manager Community Development & Wellbeing, who forwarded the request to the Chief Executive Officer for determination. The Chief Executive Officer supported the previous process and decision, and therefore declined the Applicant's request.

The Applicant now requests a review of the decision in accordance with s270 of the *Local Government Act 1999*. As the Chief Executive Officer was involved in the second level review, Council's *Procedure for Internal Review of a Council Decision*, requires that the matter be referred to Council for consideration.

Background

- On 25 June 2019, at 2:47pm, Council's community bus, South Australian Registration SB76FZ was photographed driving through a red light at the corner of Adelaide Road, and the South Eastern Freeway, Littlehampton.
- On 26 June 2019, the Expiation Notice Branch issued *Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc)* (**Annexure 1**)
- On 4 July 2019, Council's Coordinator Community Bus, contacted the Applicant to advise that a Traffic Expiation for Bus 76 was received and that the expiated offence occurred when the Applicant was driving the vehicle (**Annexure 2**).
- On 5 July 2019, the Applicant confirmed that he was driving the bus, and provided details as to why he did not stop at the red light. He advised that he would be out of the country until after the expiation was due, and resolved to allow the Council's Coordinator Community Bus to correspond with the Expiation Notice Branch regarding the circumstances (**Annexure 3**).
- On 17 July 2019, the Coordinator Community Bus provided a Statutory Declaration to the Expiation Notice Branch, with details of the circumstances provided by the Applicant (**Annexure 4**).
- On 28 August 2019, the Expiation Notice Branch issued a Traffic Expiation Notice to the Applicant along with correspondence acknowledging the request to withdraw the Expiation due to extenuating circumstances (**Annexure 5**).

- On 3 September 2019, the Applicant emailed the Volunteer Coordinator asking that she consider the circumstances of the Expiation, and requested that Council reimburse the Applicant for the expiation (**Annexure 6**).
- On 6 September 2019, the Volunteer Coordinator confirmed receipt of the Applicant's request. (**Annexure 7**)
- On 10 September 2019, the Volunteer Coordinator emailed the General Manager, City Services, advising of the Applicant's request, and Council's policy under the Volunteer Handbook and Agreement that *"any traffic infringement fines incurred whilst undertaking your volunteer activities will be your responsibility and not that of Council"*. The General Manager, City Development agreed with the Volunteer Coordinator's recommendation that Council not cover the cost of the fine (**Annexure 8**)
- On 12 September 2019, the Volunteer Coordinator advised the Applicant via email that Council would be unable to reimburse the Applicant for the expiation (**Annexure 9**).
- On 12 September 2019, the Applicant responded to the Volunteer Coordinator's email, stating that Council's policy is for normal day to day circumstances, however the circumstances of the expiation were "anything but routine". The Applicant suggested changes to Council's policy, and advised that unless Council was to reconsider his request for reimbursement of the expiation, he would not continue as a volunteer driver (**Annexure 10**).
- On 12 September, the Acting Team Leader, Community & Cultural Development, emailed the Manager Community Development & Wellbeing, advising that the Applicant had stated that unless Council paid for the expiation, he would not be attending his shift as the community bus driver (**Annexure 11**).
- On 13 September 2019, the Manager Community Development & Wellbeing contacted the Applicant by telephone to discuss the Applicant's request for reimbursement of the expiation. The Applicant requested that the matter be forwarded to the Chief Executive Officer for determination (**Annexure 12**).
- On 13 September 2019, the Manager Community Development & Wellbeing emailed the Chief Executive Officer regarding the circumstances and the Applicant's request (**Annexure 13**).
- On 13 September 2019, the Chief Executive Officer emailed the Manager Community Development & Wellbeing, confirming his support of the process and decision made not to reimburse the expiation (**Annexure 14**).
- On 17 October 2019, the Applicant lodged an Internal Review of a Council Decision Application (**Annexure 15**), which was forward to the Principal Governance Officer for review.



Documents

Annexure	Date	Document	Page
1	26 July 2019	Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc)	9
2	4 July 2019	Email Council to Applicant- advising of Traffic Expiation-Bus 76	13
3	5 July 2019	Email Applicant to Council confirming Applicant as the bus driver for the Expiation	16
4	17 July 2019	Statutory Declaration of Cynthia Brooks, and explanation of circumstances to Expiation Notice Branch	17
5	28 August 2019	Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc) sent to Applicant	20
6	3 September 2019	Email Applicant to Volunteer Coordinator requesting consideration of circumstances of the Expiation	23
7	6 September 2019	Email Volunteer Coordinator to Applicant confirming receipt of the Applicant's request	25
8	10 September 2019	Email Volunteer Coordinator to General Manager, City Services	28
9	12 September 2019	Email Volunteer Coordinator to Applicant, advising Council would be unable to reimburse the expiation amount.	36
10	12 September 2019	Email Applicant to Volunteer Coordinator, requesting change to the Policy and withdrawing from volunteer bus driver service.	34
11	12 September 2019	Email Team Leader, Community & Cultural Development to Manager Community Development & Wellbeing, advising of circumstances and Applicant's withdrawal from volunteer bus driver service	39
12	13 September 2019	Email Manager Community Development & Wellbeing to Volunteer Coordinator and Community Bus Coordinator with Notes from Conversation with Applicant	41
13	13 September 2019	Email Manager Community Development & Wellbeing to Chief Executive Officer regarding the circumstances and the Applicant's request	43
14	13 September 2019	Email Chief Executive Officer to Manager Community Development & Wellbeing, confirming his support of the process and decision	44
15	17 October 2019	Internal Review of a Council Decision Application- Applicant	45
16	29 April 2019	Volunteer Management Policy	50
17	2014	Volunteer Handbook 2014	54
18	5 September 2016	Volunteer Agreement for Individuals, inclusive of Part A Volunteer Orientation and Induction Checklist, and Part Bus Depot Checklist	66
19	12 July 2017	Volunteer Position Description for the Community Bus Driver - signed by Applicant	79
20	21 June 2019	Volunteer Agreement- signed by Applicant	82

Decision under Review

The decision under review is the decision of the Chief Executive Officer to deny the Applicant's request for reimbursement of the monetary component of Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc) (**Annexure 1**) .

In this internal review, information provided by the Applicant and Council's officers has been taken into account.

Decision to Deny Reimbursement of Expiation

Validity of the Decision

Council's volunteer framework is headed by the Volunteer Management Policy (the Policy) (**Annexure 16**). The Policy was first adopted on 26 February 2007, with the latest version being adopted by Council on 29 April 2019. The Policy provides that:

Volunteers have a responsibility to perform their activities to the best of their abilities, ensuring they read and adhere to the City of Unley Code of Conduct for Volunteers, Volunteer Handbook, Volunteer Agreement, and relevant Council policies.

The Manager Community Development and Wellbeing, Team Leader Community and Cultural Development, Volunteer Coordinator and Program Coordinators are responsible for the implementation and administration of the Policy, therefore are responsible for the investigation and review of grievances raised by volunteers.

In the first instance, the Applicant raised the issue of payment of the fine component of the expiation with the Volunteer Coordinator. As the Policy lists the Volunteer Coordinator as responsible to implement and administer the Policy, she had the capacity to review the initial grievance, and make a decision to decline the Applicant's request. The decision was also confirmed by the General Manager, City Services, who has overall management responsibility for all of Council's community services.

In the second instance, the Applicant raised the issue with the Manager Community Development & Wellbeing. As the matter had already been assessed by the General Manager, City Services, the matter was referred to the Chief Executive Officer, as requested by the Applicant, and independently assessed by him. The Chief Executive Officer, as the delegated authority to manage Council's operations, was also entitled to make a decision in regard to this matter.

Therefore, no issue has been identified as to the administration's ability to make the decisions to decline the reimbursement of the monetary component of the expiation.

Application of the Policy

The Traffic Expiation Notice V2990079A- Disobey Traffic Light (Red Disc) (**Annexure 1**) was issued by another authority, and the Applicant admitted being the driver of the vehicle when the offence occurred. As the Applicant has accepted the demerit points associated with the expiation, and made full payment of the total amount due on 24 July 2019, the validity of the issuing of the expiation cannot, and will not be considered by this review.

The decision being reviewed was that based upon Council policy, namely Council's Volunteer Handbook and Volunteer Agreement. The Policy lists the Code of Conduct for Volunteers, Volunteer Handbook, and Volunteer Agreement as the key elements to provide guidance in relation to volunteer management.

From the 2014 Volunteer Handbook (**Annexure 17**), when a volunteer is accepted into Council's volunteer service, their service commences once:

- 6.3.1.1 *Volunteer has had details entered into Volunteer Register;*
 - 6.3.1.2 *Completed orientation and induction;*
 - 6.3.1.3 *Receipt of Volunteer Agreement form;*
 - 6.3.1.4 *EMT and/or Volunteer Officer are satisfied with DCSI Screening process.*
- 6.3.2 *Council will provide a letter to all new Volunteers giving details of commencement as well as a copy of the Volunteer Handbook. The letter should also provide the Volunteer with their role description, including role title, location of Volunteering, duties, specific skills and personal traits required.*

The Applicant commenced volunteer service with the City of Unley on 5 September 2016. As part of his induction, the Applicant completed the Volunteer Agreement for Individuals, inclusive of Part A Volunteer Orientation and Induction Checklist, and Part B Bus Depot Checklist (**Annexure 18**). These documents specified the general obligations of all volunteers, as well as set out the responsibilities of the Applicant as a community bus driver.

On 12 July 2017, the Applicant signed as accepting the Volunteer Position Description for the Community Bus Driver (**Annexure 19**). This document provided the position objectives, key activities of the role, compliance with Council's policies and procedures, workplace health and safety, and child safe environment responsibilities.

Following Council's endorsement of the Policy, the Applicant signed the updated Volunteer Agreement (the Agreement) (**Annexure 20**) on 21 June 2019. The Agreement was provided to ensure that the Applicant had a clear understanding of his rights and responsibilities whilst engaged in a volunteer capacity.

In signing this document, the Applicant agreed to volunteer in accordance with the terms of that agreement, with the most pertinent clauses to the matter at hand, listed as follows:

- 1. *Your responsibilities to the City of Unley*
 - 1.1. *For the duration of this volunteer position, you agree to:*
 - (a) *Read and adhere to the City of Unley Code of Conduct for Volunteers, the City of Unley Volunteer Handbook, the City of Unley Volunteer Agreement and relevant Council policies.*

...

- (e) *Report any incident, injury, illness, accident, hazard, near miss or property damage immediately to your Program Coordinator (within 24 hours).*

...

- (f) *Any traffic infringement fines incurred whilst undertaking your volunteer activities will be your responsibility and not that of Council.*

From the above documents, it was clear that the Applicant had been made aware of his obligations and had accepted his responsibilities when acting as a volunteer community bus driver. From the review of the facts, due to the proximity between the signing of the Agreement and the Incident, the Applicant should have been freshly reminded of his obligations as a City of Unley Volunteer.

Defences

The Applicant relies upon the defence of extenuating circumstances, which is based upon his assertion that a passenger on the bus was standing up as he approached the lights, and if he had braked suddenly to stop at the red light, the passenger would have fallen. He contends that the obligations within the Agreement do not apply to extenuating circumstances, rather he states that the Agreement should include one of the following clauses to accommodate such matters (**Annexure 10**):

1. *When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will not breach any traffic rules irrespective of the danger to the passenger;*

or

2. *When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will do what is reasonably necessary in the primary interests of the passenger even if it means breaching a traffic rule, and Council will indemnify the driver against any penalty incurred in good faith.*

As part of the administration's investigations, the carer on the bus on the day of the Incident was asked about circumstances relating to the expiation and could not recall anyone standing up nor posing a risk if the Applicant was to stop quickly at the red light. Therefore, it could be argued that there is no evidence to confirm the extenuating circumstances occurred, resulting in the Applicant's decision to disobey the red light.

However, the Applicant further submitted that the carer was seated at the front of the bus, immediately behind the driving seat. Therefore she had no way of seeing behind her, and would not be able to confirm the Applicant's recollection, as she had not physically witnessed the passenger standing up.

Without evidence to confirm the circumstances, there really is no ability to prove or disprove the Applicant's assertions in relation to his claim for extenuating circumstances.

Further to this, as noted in the correspondence from the Expiation Notice Branch (**Annexure 5**), the Applicant was travelling for four seconds when the light was yellow, and one second when the light was red, which amounts to five seconds available to slow the vehicle. The Expiation Notice Branch also states that whilst it is empathetic to the extenuating circumstances raised by the Applicant, road safety must take precedence.

To this end, the Applicant also argued in his Application that there were no moving vehicles at the intersection so he felt it was safer to continue through the red light, rather than to have the passenger fall. The images provided by the Expiation Notice Branch (**Annexure 1**), clearly depict another vehicle in the intersection waiting to turn. Whilst this car may have been stationary, it was still present, awaiting a time to cross the intersection. As a consequence of the Applicant not stopping, the other vehicle may have been forced into the predicament of crossing on a red light.

Whilst the Applicant suggested policy inclusions could be beneficial in some circumstances, breaches of absolute offences against road safety would still not be considered. Any amendments to Council's policy should be to reflect the advice of the Expiation Notice Branch that no distinction is made between drivers who deliberately or unintentionally commit an absolute offence.

The Applicant also stated that he was denied his opportunity to present his case directly to the Expiation Notice Branch, as the Coordinator Community Bus provided a response for him, therefore he was unable to request a review. Whilst acknowledging that the Coordinator Community Bus did provide the defence to the Expiation Notice Branch along with her Statutory Declaration, this was on the basis that the Applicant was overseas, and had requested the Community Bus Coordinator respond on his behalf (**Annexure 3**).

Although Council's Administration expressed their empathy to the Applicant on a number of occasions, and conveyed their understanding of the unfortunate occurrence of receiving an expiation during volunteer service, their application of Council's policies was measured and appropriate. The Applicant had obligations towards not only passengers on the community bus, but also to other road users, which in this instance takes priority. The Applicant, whilst not complying with his obligations under the road rules, also did not report the Incident to his Program Coordinator within 24 hours, as required under the Agreement, therefore breaching the Agreement in that regard.

It appears that the Applicant was a valued member of the community bus program, and his service was sincerely appreciated over the number of years that he contributed to the City of Unley. Whilst it is disappointing that the Applicant withdrew from the program due to the administration's decision not to reimburse the monetary component of the expiation, the Applicant's defences do not adequately negate adherence with Council's policies.

Findings

The review finds that the manner in which the decision to deny reimbursement of the monetary component of the expiation by the Volunteer Coordinator, supported by the General Manager, City Services; and the reviewed decision by the Chief Executive Officer were both made within authority, and through appropriate application of Council's volunteer management framework.

The Applicant was made aware of and accepted his obligations as a volunteer bus driver on a number of occasions. He was appropriately inducted into the volunteer service, and performed his duties for a number of years without incident. Unfortunately, the extenuating circumstances provided by the Applicant could not be verified, and the reliance upon those circumstances did not amount to a reason to put aside the application of the volunteer management framework when deciding upon the matter.

Council's Options

No specific recommendation has been made in this review, as the matter is to be determined by Council, however in relation to the Chief Executive Officer's decision to decline the Applicant's request, Council may wish to:

1. confirm the decision;
2. vary the decision; or
3. set the decision aside completely in favour of a new decision.

Review Rights

A person who is dissatisfied with a reviewable decision of Council may apply to the Ombudsman South Australia for a review of that decision. The Ombudsman South Australia's contact details are:

Ombudsman SA
PO Box 3651
Rundle Mall
SA 5000

Reviewed 3 December 2019

Dallis Von Wald
Principal Governance Officer

Annexure 1

270619100001231 RR1317



SOUTH AUSTRALIA POLICE
Traffic Expiation Notice

Expiation of Offences Act 1996
ABN 93 799 021 557



NOTICE NUMBER
V2990079A

TOTAL AMOUNT DUE
Including Victims of Crime Levy

\$ 824

045-5061 (1231)



CORPORATION OF THE CITY OF UNLEY
PO BOX 1
UNLEY SA 5061

DUE DATE
24/07/2019

Telephone Enquiries
(08) 8463 4388
(Monday to Friday
9.00am to 5.00pm)

Visit www.police.sa.gov.au

DEMERIT POINTS MAY APPLY – SEE REVERSE

Do Not Pay this notice if you are submitting a Statutory Declaration nominating the driver and have a defence to the allegation.

It is alleged that

CORPORATION OF THE CITY OF UNLEY

Owner of vehicle registration SB76FZ

At (time) on (date) at (locality)
2:47 PM 25/06/2019 ADELAIDE RD & STH EASTERN FWY , LITTLEHAMPTON
Tuesday

No.	Code	Offence	Fee	Levy	Corporate	Total		
1	C813	(COMPANY DISOBEY TRAFFIC LIGHT (RED DISC))	\$464	+	\$60	+	\$300	\$824

Time and date of notice issue: 12:41 26/06/2019
MUST BE PAID WITHIN 28 DAYS OF ISSUE

Issuing Officer:
Manager, Expiation Notice Branch

OVERDUE PAYMENT PENALTIES

FAILURE TO PAY WITHIN 28 DAYS **FAILURE TO PAY REMINDER NOTICE WITHIN 14 DAYS**
Reminder Notice Issued. Additional fees apply. OF DATE OF ISSUE Sent to Chief Recovery Officer

NOTICE NUMBER	TOTAL AMOUNT DUE	DUE DATE	Barcode
V2990079A	\$ 824	24/07/2019	*594 240719 V2990079A 1

PAYMENT WILL FINALISE THIS NOTICE

METHODS OF PAYMENT

TO PAY BY INSTALMENTS CALL 1800 659 538 OR VISIT www.fines.sa.gov.au



Pay online at
www.police.sa.gov.au
by MasterCard or Visa



Phone 1300 361 335 (Service SA) to pay by MasterCard or Visa between 8.00am and 6.00pm Monday to Friday.

You can view a copy of the photograph online at www.police.sa.gov.au.



May be made at most Australia Post Offices and selected Agencies between 9.00am and 5.00pm Monday to Friday (also Saturday at some locations).



Please detach the payment slip (on reverse side of this notice) and return it together with your cheque payable to "SA Police"
Post to: Expiation Notice Branch
GPO Box 2029 Adelaide SA 5001



Visit a Service SA Customer Service Centre or Registration and Licensing Centre to pay by cash, cheque, money order, credit card or EFTPOS between 9.00am and 5.00pm Monday to Friday. Visit www.service.sa.gov.au

NOTICE NUMBER	TOTAL AMOUNT DUE	DUE DATE	Barcode
V2990079A	\$ 824	24/07/2019	*594 240719 V2990079A 1

Document Set ID: 4744829
Version: 1, Version Date: 02/07/2019

PLEASE READ ALL INFORMATION ON THIS PAGE

YOUR CHOICES (You may make a different choice for each offence)

For each alleged offence, you may on or before the due date for payment:

- Pay the total amount payable for undisputed offences as stated overleaf; OR
- Enter into a payment arrangement (upon payment of a fee) with the Chief Recovery Officer which may include payment of the amount payable in instalments, an extension of time in which to pay or other option by agreement with the Chief Recovery Officer; OR
- If you think the offence(s) (or any of them) was trifling – apply for a review of the expiation notice; OR
- If the offence is a parking or traffic offence and you were not driving at the time of the offence you may be able to provide a statutory declaration in accordance with the *Road Traffic Act 1961* or other relevant legislation; OR
- Dispute the allegation that you committed the offence(s) and elect to be prosecuted.

IF NO CHOICE IS MADE

If no choice is made for an offence within the expiation period 1 reminder notice will be sent and a reminder fee will apply. After that, the outstanding amount may be referred to the Chief Recovery Officer who may take enforcement action against you which may involve entering into a payment arrangement or property that you own (including motor vehicles and land) being seized and sold. An additional amount will become payable if enforcement action is taken.

Payment

Payment of this notice will finalise it. A statutory declaration may not be accepted if the notice is paid.

Demerit Points

Demerit points may apply. For more information contact Service SA on 13 10 84

Levy

To pay this notice you must pay the expiation fee, and a contribution to the Victims of Crime fund called a levy.

Photograph

You can view a copy of the photograph online at www.police.sa.gov.au or you can write to the Manager, Expiation Notice Branch, GPO Box 2029, Adelaide SA 5001, and request a copy of the photograph.

Extension of time / Instalments / Other payment options

If you require an extension of time in which to pay or wish to pay by instalments or enter into another kind of arrangement in relation to the amount due, you may apply (upon the payment of a fee) to the Chief Recovery Officer at www.fines.sa.gov.au or by contacting the Chief Recovery Officer on 1800 659 538.

Corporate Fee

If the owner of the vehicle is a body corporate (company) a corporate fee may be added to the notice for each offence. The corporate fee will be removed upon the issue of a fresh expiation notice to the nominated driver.

Statutory Declarations

If you were not the owner or driver (as appropriate) of the vehicle at the time of the alleged offence(s) you may elect to submit a statutory declaration to nominate the name and address of the owner / driver at that time. State the name and address of the driver (including date of birth and licence number) or, if you had transferred ownership of the vehicle prior to the alleged offence, the name and address of the new owner. **DO NOT PAY THE NOTICE.**

Applying for Review

If you think the offence(s) (or any of them) was trifling apply on-line at www.police.sa.gov.au or in writing to The Manager Expiation Notice Branch, for a review of the notice (for special meaning of trifling see section 4(2) Expiation of Offences Act 1996). **DO NOT PAY THE NOTICE.**

Electing to be Prosecuted

If you wish to dispute the allegation that you committed the offence(s) and elect to be prosecuted, complete and post the tear-off portion to the address below. **DO NOT PAY THE NOTICE.**

Enquiries

For general telephone enquiries call: (08) 8463 4388 - 9:00am to 5:00pm, Monday to Friday

Send all written enquiries including submission for review and Statutory Declarations to:

The Manager, Expiation Notice Branch
GPO Box 2029, Adelaide SA 5001
Online: www.police.sa.gov.au

Your opinion is important to us. As part of the SA Police service excellence process you may be contacted for your feedback, or visit our website www.police.sa.gov.au

ELECTION FOR PROSECUTION OR PAYMENTS

Notice Number:

Post to: Manager, Expiation Notice Branch,
GPO Box 2029 Adelaide SA 5001

Notice Holder Full Name: Daytime Phone Number

of (address)

Wish to take the following matters to court:

Offence 1

Offence 2

Offence 3

Wish to pay for the following offence(s):
(Include amount payable)

Offence 1 \$

Offence 2 \$

Offence 3 \$

.....
(Signature)

/ /
(Date)

Document Set ID: 4744829
Version: 1, Version Date: 02/07/2019

April 2018



The photographic evidence relating to the issued expiation notice is featured below.

If you wish to pay the outstanding notice, go to the [SAPOL website](#).

If you wish to seek a review of the expiation notice, go to [Request a Review](#).

More information about expiations is available at <https://www.police.sa.gov.au/services-and-events/expiations>. Furthermore, information about how traffic cameras work is available at <https://www.police.sa.gov.au/services-and-events/expiations/how-traffic-cameras-work> or you can contact the Expiation Notice Branch by referring to the contact points on the rear of the expiation notice.

An enlargement of the registration number from the photograph below



Details of the Infringement

Expiation Notice No	V2990079A
Location Description:	ADELAIDE RD & STH EASTERN FWY LITTLEHAMPTON
Date/Time	25/06/2019 14:47



1st Photograph is taken as vehicle crosses induction loop
Red light minimum of 0.5 seconds after the lights changed to red
Speed on any traffic light cycle
Rail Crossing minimum of 4.5 seconds after commencement of red signal
Midblock (not at traffic lights) as vehicle crosses over induction loop



2nd Photograph is taken after a programmed delay



Note:- The physical traffic lane may not match the lane of travel indicated on the data block at this location as not all traffic lanes are installed

From: [Bec Milner](#)
To: [Dalis Von Wald](#)
Subject: FW: Hello - just wondering if you checking your emails?
Date: Thursday, 24 October 2019 9:49:51 AM
Attachments: [image003.png](#)
[image001.png](#)



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Community Bus
Sent: Tuesday, 10 September 2019 2:52 PM
To: Bec Milner <bmilner@unley.sa.gov.au>
Subject: FW: Hello - just wondering if you checking your emails?

Hi Bec

Initial email below from [REDACTED] has now been saved into Better Impact

Kind Regards



Cynthia Brooks
Coordinator Community Bus
Community Connections
City of Unley
P: (08) 83725131
unley.sa.gov.au

From: [REDACTED]
Sent: Friday, 5 July 2019 10:15 AM
To: Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: Re: Hello - just wondering if you checking your emails?

Hi Cynthia.

Yes, I remember this well. As I was approaching the traffic light at a moderate speed, one of the elderly passengers in the left rear of the bus undid her seat belt and stood up in the aisle of the bus. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing her shock and in all likelihood some degree of injury, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light.

I have no qualms about the decision I made. There was no traffic entering the intersection from

any other direction, as the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

I expect that, after Council submits the declaration, I will be issued with an expiation notice. I will be away when that is sent to me, so unless SAPOL were advised of all this, I will probably not be able to pay any penalty within the required time.

All I can do is leave this with you to do what you must after considering the circumstances. Please let me know.

Kind regards,

██████████

On 4 Jul 2019, at 18:04, Cynthia Brooks <cbrooks@unley.sa.gov.au> wrote:

Hi ██████████

Love the cute chipmunk and trust you are enjoying Canada, yogi bear and Yellowstone park

I am really sorry to let you know this, particularly while you are away on holiday....but I thought sooner the better

Earlier this week I received a Traffic Expiation for Bus 76 for the day you drove the War Vets. As such, I need to complete the Stat Dec and return it to SAPOL, which I will do next week.

I have attached the expiation and photograph for your reference.

Regards



Cynthia Brooks
Coordinator Community Bus
Community Development & Well being
City of Unley
P: (08) 8372 5131
unley.sa.gov.au

From: ██████████
Sent: Thursday, 4 July 2019 12:50 PM
To: Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: Re: Hello - just wondering if you checking your emails?

Sure am. What can I do for you?



On 3 Jul 2019, at 20:10, Cynthia Brooks <cbrooks@unley.sa.gov.au> wrote:

<[image001.png](#)> **Cynthia Brooks**
Coordinator Community Bus
Community Development & Wellbeing
City of Unley
P: (08) 8372 5131
unley.sa.gov.au

A dark blue banner with white text. On the left is a white outline of a house shape containing the text "DESIGN KING WILLIAM". To the right, the text reads "BUSINESSES ARE OPEN DURING CONSTRUCTION" in large, bold, white letters, followed by "Show your support while we transform King William Road." in a smaller white font.

The City of Unley advises that, under the State Records Act 1997 and the Freedom of Information Act 1991, email messages may be monitored and/or accessed by Council staff. The contents of this email are confidential and intended only for the named recipient of this email. If the reader of this e-mail is not the intended recipient you are hereby notified that any use, reproduction, disclosure or distribution of the information contained in the email is prohibited. If you have received this email in error please immediately advise the sender by return email and delete the message from your system.

<[w55y3d54.0j3.pdf](#)>

Cynthia Brooks

Subject: FW: Hello – just wondering if you checking your emails?

Hi Cynthia.

Yes, I remember this well. As I was approaching the traffic light at a moderate speed, one of the elderly passengers in the left rear of the bus undid her seat belt and stood up in the aisle of the bus. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing her shock and in all likelihood some degree of injury, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light.

I have no qualms about the decision I made. There was no traffic entering the intersection from any other direction, as the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

I expect that, after Council submits the declaration, I will be issued with an expiation notice. I will be away when that is sent to me, so unless SAPOL were advised of all this, I will probably not be able to pay any penalty within the required time.

All I can do is leave this with you to do what you must after considering the circumstances. Please let me know.

Kind regards,

██████

SPEED / RED LIGHT STATUTORY DECLARATION

- WARNING:** The Oaths Act 1936 provides a maximum penalty of 4 years imprisonment for any person who knowingly makes a Statutory Declaration which is untrue in any regard.
- WARNING:** Under s79B(6a) of the Road Traffic Act 1961, SA Police must provide your name to the person you have nominated on this statutory declaration. SA Police must not provide your address. However, the nominated person might later obtain a copy of your statutory declaration.
- WARNING:** If this Statutory Declaration is not accepted by the issuing authority at any time, responsibility may return to you and an enforcement warning notice may be issued to you – additional fees apply.

**SEND COMPLETED DECLARATION to the Manager, Expiation Notice Branch,
GPO Box 2029, Adelaide SA 5001 Or email to DriverNomination@police.sa.gov.au**

DO NOT SEND OR MAKE PAYMENT – A NEW NOTICE WILL BE ISSUED TO THE NOMINATED DRIVER

This Declaration must be completed by the person the notice is issued to;

- It must be witnessed by a Justice of the Peace or a person proclaimed under Part V of the Oaths Act 1936 (e.g. legal practitioner, a proclaimed police officer);
- Responsibility for payment will remain with the owner if this Declaration is not properly completed and submitted to the Commissioner of the South Australia Police on or before the due date for payment of the notice.

I, Cynthia Joy Brooks, Corporation of City of Unley (Full Name) Daytime Phone No.: (08) 8372 5131
 of 181 Unley Road, Unley (Address)
communitybus@unley-sa.gov.au (Email)

authorised in speak for Company Name: (if applicable) Corporation of City of Unley
 do solemnly and sincerely declare that at the time of the offence referred to in Expiation Notice No: V2990079A
 issued to Motor Vehicle Registration Number: SB76FZ State: SA

- The vehicle was (Cross applicable)
- driven by another person whose details are listed below; or
 - sold to the person / company whose details are listed below; or
 - hired to the person / company whose details are listed below; or
 - in possession of the person/company whose details are listed below; or
 - I am unable to ascertain the identity of the driver of the vehicle at the time of the alleged offence.
- The enquiries I have made to identify the driver (page if necessary – must be sighted and witnessed)

Attached is an the circumstances of this
unfortunate do our driver for your
consideration
Please also no Canada at the moment
returning home on 7 August 2019.

Full Name: [Redacted]
 Address: [Redacted] (Full Residential Address)
'AS ABOVE' (Postal Address if same as above, write 'AS ABOVE')

Drivers Licence No: Not Known State of Issue: SA Date of Birth: 9/2/1952
 Date Vehicle Sold: / / Date of Hire: (DD) / / (YY) / /

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths Act 1936.

Declared and subscribed at: Unley in the State of: South Australia

Signature: (person making declaration) Cynthia Brooks

Declared before: Name & ID VERA MARIE HOLT, J.P. #32583 Justice of the Peace
 Signature: [Signature] Justice of the Peace for South Australia 17/7/2019 Proclaimed Police Officer
 Commissioner for taking affidavits

FOR OFFICE USE ONLY:

UNREGISTERED / UNINSURED STATUTORY DECLARATION

WARNING: The Oaths Act 1936 provides a maximum penalty of 4 years imprisonment for any person who knowingly makes a Statutory Declaration which is untrue in any regard.
WARNING: If this Statutory Declaration is not accepted by the issuing authority at any time, responsibility may return to you and an enforcement warning notice may be issued to you – additional fees apply.

**SEND COMPLETED DECLARATION to the Manager, Expiation Notice Branch,
 GPO Box 2029, Adelaide SA 5001 Or email to DriverNomination@police.sa.gov.au
 DO NOT SEND OR MAKE PAYMENT**

This Declaration may be completed by the person the notice is issued to if there is a defence to the alleged offence;
 • This declaration must be witnessed by a Justice of the Peace or a person proclaimed under Part V of the Oaths Act 1936 (e.g. a legal practitioner, a proclaimed police officer);
 • Responsibility for payment will remain with you if this Declaration is not properly completed and submitted to the Manager, Expiation Notice Branch, before the due date for payment of the notice.

I, _____ Daytime Phone No.: _____
 (Full Name)
 of _____
 (Address)

 (Email)

authorised to speak for Company Name: (if applicable) _____

do solemnly and sincerely declare that at the time of the offence referred to in Expiation Notice No.:

--	--	--	--	--	--	--	--	--	--

issued to Motor Vehicle Registration Number: _____ State: _____

REGISTERED OWNER DECLARATION

I was the registered owner of the vehicle; and Cross applicable)

The vehicle was driven on a road with a permit allowing it to be driven unregistered or with a trade plate fitted;
(write down the permit or trade plate details below)

I was not the driver of the vehicle and I had taken reasonable steps to ensure that the driver was aware that the vehicle was unregistered.
(write down the name, address, date of birth and licence number of the driver and explain what you did to ensure that the driver was aware that the vehicle was unregistered below)

The vehicle was stolen or illegally used;
(explain when the vehicle was stolen or used without permission, including any police report number and details of the driver (if known) below)

I was not the actual owner of the vehicle at the time of the alleged offence.
(write down the name, address, date of birth and licence number of the actual owner below)

DRIVER DECLARATION

I was not the owner of the vehicle; and Cross applicable)

I was driving the vehicle because I was required to drive it by my employer during my employment and I did not know that it was unregistered;
(explain the nature of the employment and the reasons why you did not know that the vehicle was unregistered below)

I was driving the vehicle whilst doing volunteer work for the vehicle owner and I did not know that it was unregistered;
(explain the nature of the work and the reasons why you did not know that the vehicle was unregistered below)

I was driving the vehicle whilst doing contract work for the vehicle owner and I did not know that it was unregistered;
(explain the nature of the contract work and the reasons why you did not know that the vehicle was unregistered below)

I was driving the vehicle at the time of the alleged offence and I did not know and could not reasonably have been expected to have known that it was unregistered.
(explain why you were driving the vehicle and why you did not know that the vehicle was unregistered below)

Write details in this box

and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths Act 1936.

Declared and subscribed at: _____ in the State of: _____

Signature: (person making declaration) _____

Declared before: Name & ID: _____

Signature: _____ Date: / /

- Justice of the Peace
- Proclaimed Police Officer
- Commissioner for taking affidavits

FOR OFFICE USE ONLY:

Road Traffic Act 1961, Notice under section 79B(5) & (6) Motor Vehicles Act 1959, Notice under Schedule 1 clause 3

Entitlement to view photographic evidence

You are entitled to see the photographic evidence.

A copy of the photographic evidence on which the allegation is based:

- will, on written application to the Commissioner of Police, be sent by post to you at the address nominated by you in the written application or, in the absence of such a nomination, to your last known address; and
- may be viewed by telephoning the Expiation Notice Branch and making an appointment.

Statutory Declarations

The Commissioner of Police will, in relation to the question of withdrawal of the expiation notice, reminder notice or complaint, give due consideration to any exculpatory evidence (ie evidence indicating that you have a defence under the relevant legislation or are otherwise not liable for the offence) that is verified by statutory declaration. A statutory declaration must be furnished to the Commissioner before the due date for payment specified in the enclosed expiation notice or expiation reminder notice or, if the enclosed document is a summons, within 21 days after the date of issue of the summons.

You must provide the following information in the statutory declaration:

- your full name and address; and
- expiation notice number (where relevant); and
- motor vehicle registration number; and
- details of the defence or other exculpatory circumstances (in keeping with the requirements of the relevant legislation).

Examples—

If, for example, you sold the vehicle before the commission of the alleged offence you would need to provide details of that sale including the date on which it occurred and the name and address of the purchaser.

Similarly, in relation to an offence against section 79B of the *Road Traffic Act 1961*, if you are nominating another person as the driver of the vehicle at the

relevant time you would need to provide that person's name and address or if you do not know the identity of the driver you would need to specify that fact and outline why the driver's identity is not known and what enquiries you have made to ascertain the driver's identity. If the allegation of an offence against section 79B, or an allegation of a speeding or reckless or dangerous driving offence, is based on evidence of the average speed of the vehicle between 2 locations you would need to provide this information in relation to each person who drove the vehicle during that time (if there was more than 1) and in the case of an offence against section 79B state whether or not you were 1 of those persons.

If, in relation to an offence against section 9(3) or 102(2) of the *Motor Vehicles Act 1959*, you are claiming the defence set out in section 9(4a) or 102(3aa), you would need to specify that the vehicle was not driven or left standing on the road by you at the time of the alleged offence and you would need to provide details of the steps you took to ensure that people who might use the vehicle would have been aware that it was unregistered or uninsured.

The statutory declaration must be witnessed by one of the following:

- Justice of the Peace (including ID No.)
- Proclaimed Police Officer
- Commissioner for taking affidavits.

NOTE: It is an offence to make a statutory declaration that you know to be untrue in a material particular. The maximum penalty is 4 years imprisonment.

General information

An application to view photographic evidence or a statutory declaration verifying a defence or other exculpatory circumstances must be sent to the Expiation Notice Branch by post (at GPO Box 2029, Adelaide SA 5001) or by fax. Further information regarding expiation notices, statutory declarations and photographic evidence can be found on the SAPOL internet site at:

www.police.sa.gov.au/services-and-events/expiations/dealing-with-a-notice.

Cynthia Brooks

Subject: FW: Hello - just wondering if you checking your emails?

Hi Cynthia.

Yes, I remember this well. As I was approaching the traffic light at a moderate speed, one of the elderly passengers in the left rear of the bus undid her seat belt and stood up in the aisle of the bus. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing her shock and in all likelihood some degree of injury, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light.

I have no qualms about the decision I made. There was no traffic entering the intersection from any other direction, as the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

I expect that, after Council submits the declaration, I will be issued with an expiation notice. I will be away when that is sent to me, so unless SAPOL were advised of all this, I will probably not be able to pay any penalty within the required time.

All I can do is leave this with you to do what you must after considering the circumstances. Please let me know.

Kind regards,

██████



SOUTH AUSTRALIA POLICE
Traffic Expiation Notice

Expiation of Offences Act 1996
 ABN: 93 799 021 552



Annexure 5
 290819100000128 RF1317

NOTICE NUMBER
V2990079B

TOTAL AMOUNT DUE
 Including Victims of Crime Levy
\$ 524

DUE DATE
25/09/2019

Telephone Enquiries
(08) 8463 4388
 (Monday to Friday
 9.00am to 5.00pm)
 Visit www.police.sa.gov.au

045-5035 (128)



DEMERIT POINTS MAY APPLY - SEE REVERSE

Do Not Pay this notice if you are submitting a Statutory Declaration nominating the driver and have a defence to the allegation.

It is alleged that



Vehicle registration **SB76FZ**

At (time) **2:47 PM** on (date) **25/06/2019** at (locality) **ADELAIDE RD & STH EASTERN FWY , LITTLEHAMPTON**

No.	Code	Offence	Fee	Levy	Corporate	Total
1	N113	(DISOBEY TRAFFIC LIGHT (RED DISC))	\$464	+\$60	\$0	\$524

Time and date of notice issue: 8:39 28/08/2019

Issuing Officer:
Manager, Expiation Notice Branch

MUST BE PAID WITHIN 28 DAYS OF ISSUE

OVERDUE PAYMENT PENALTIES

FAILURE TO PAY WITHIN 28 DAYS
 Reminder Notice Issued. Additional fees apply.

FAILURE TO PAY REMINDER NOTICE WITHIN 14 DAYS
 OF DATE OF ISSUE Sent to Chief Recovery Officer

NOTICE NUMBER V2990079B
TOTAL AMOUNT DUE \$ 524
 Including Victims of Crime Levy
DUE DATE 25/09/2019



PAYMENT WILL FINALISE THIS NOTICE

METHODS OF PAYMENT

TO PAY BY INSTALMENTS CALL 1800 659 538 OR VISIT www.fines.sa.gov.au



Pay online at **SAPOL epay**
www.police.sa.gov.au
 by MasterCard or Visa



Phone 1300 361 335 (Service SA) to pay by MasterCard or Visa between 8.00am and 6.00pm Monday to Friday.

You can view a copy of the photograph online at www.police.sa.gov.au



May be made at most Australia Post Offices and selected Agencies between 9.00am and 5.00pm Monday to Friday (also Saturday at some locations).



Please detach the payment slip (on reverse side of this notice) and return it together with your cheque payable to "SA Police"
 Post to: Expiation Notice Branch
 GPO Box 2029 Adelaide SA 5001



Visit a Service SA Customer Service Centre or Registration and Licensing Centre to pay by cash, cheque, money order, credit card or EFTPOS between 9.00am and 5.00pm Monday to Friday. Visit www.service.sa.gov.au

NOTICE NUMBER V2990079B
TOTAL AMOUNT DUE \$ 524
 Including Victims of Crime Levy
DUE DATE 25/09/2019



278 Review of Chief Executive Officer's Decision

Page 21 of 85



045-5035 (9)



Sensitive: Personal

Dear [Redacted]

On behalf of the Manager of Expiation Notice Branch, we acknowledge your correspondence regarding expiation notice number V2990079A.

A review of the notice has been conducted and based on the information provided along with the relevant material held at this Branch it has been determined that the notice will not be withdrawn.

Whilst we empathise with your concerns at the time, we are unable to withdraw the notice on the grounds submitted as it does not provide a defence to the allegation. Road safety must take precedence.

Regarding the photograph of your vehicle, the camera recorded that the traffic lights had been yellow for 4.00 seconds and red for 1.07 seconds before your vehicle entered the intersection.

Disobeying a red light is considered an absolute offence and no distinction is made between drivers who deliberately or unintentionally commit an offence.

We advise that your Statutory Declaration has been received and will now be processed. You will receive a fresh notice in due course.

Yours faithfully

for Manager
Expiation Notice Branch
(lm/js)

28 August 2019

Sensitive: Personal

Expiation Notice Branch, South Australia Police, GPO Box 2029, Adelaide SA 5001
www.police.sa.gov.au Telephone (08) 8463 4388 Facsimile (08) 7322 3559 AEN 93 799 021 552

s270 Review of Chief Executive Officer's Decision

9-08-28.08.38.05.*8-00020.PDF



Page 22 of 83

Annexure 6

From: [Bec Milner](#)
To: [Dallas Von Wald](#)
Subject: FW: Traffic Expiation Notice
Date: Thursday, 24 October 2019 9:49:04 AM
Attachments: [Expiation Notice \[REDACTED\].pdf](#)
[image001.png](#)



Bec Milner

Volunteer Coordinator

Community Connections

City of Unley

P: (08) 83725436

unley.sa.gov.au

9am-3pm Monday, Tuesday, Thursday and Friday

From: [REDACTED]
Sent: Tuesday, 3 September 2019 1:45 PM
To: Bec Milner <bmilner@unley.sa.gov.au>
Cc: Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: Traffic Expiation Notice

Good Morning Bec.

This email relates to an incident on 24th July 2019, that you are probably aware of, from Cynthia.

On that day, I was driving a group of residents from the War Veterans' Home, on a regular tour charter. The charter groups typically comprise elderly people, often from the Memory Support Unit. Also typically, the group includes people who are unable to board the bus because of physical instability, and it was the practice at the time to raise these passengers on to the bus via the wheelchair lifter.

The group I was driving on the day was a typical mix of residents, with three barely ambulant passengers assisted via the wheelchair lifter, as well as one wheelchair passenger. The passengers who were lifted via the wheelchair lifter sat at the rear of the bus, and more mobile passengers who boarded the bus themselves took seats further forward. The group included a helper from the War Veterans' Home, and the bus was filled to capacity.

The tour route was not fixed, and was left to my discretion in consultation with the helper. We drove a circuitous route to Hahndorf, and then along Adelaide Road, Littlehampton. As we approached the junction of Adelaide Road and South Eastern Freeway, I was aware of traffic lights at the junction. I am very familiar with that section of road. As I was approaching the traffic light at a moderate speed, I looked in the rear vision mirror to check what traffic was behind the bus. This is a habit of mine, as I have had experience with fast moving vehicles coming up behind cars at traffic lights, being unable to stop. In the mirror, I saw one of the elderly passengers in the left rear of the bus had undone her seat belt and stood up in the aisle of the bus. This was one of the ladies who had boarded via the wheelchair lifter. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur

of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing trauma and in all likelihood some degree of injury or worse, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light, which changed around a second before I passed through the intersection.

As part of the decision making process, I also noted at the time that there was no traffic at the intersection from any other direction, and the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

I have now received the attached expiation notice from SAPOL, after it was initially sent to Council and dealt with by Cynthia. They have considered the circumstances, but have rejected a request to withdraw the notice. Interestingly, their rationale is that "Whilst we empathise with your concerns at the time, we are unable to withdraw the notice on the grounds submitted as it does not provide a defence to the allegation. Road safety must take precedence."

I fully understand and appreciate Council's position that personally incurred fines are the responsibility of the person who incurred them. However, I would suggest that Council policy would have been formulated to apply to normal circumstances. What I did was in far from normal circumstances. I had to make a decision whether to cause certain harm to the passenger, or to pass through the lights. I do not regret making the decision I did, which was consistent with my responsibility for doing all I could to avoid endangering the passenger. I repeat that there were no other vehicles in the vicinity of the intersection, so there was no danger caused by my decision.

I understand that I have the option of electing to be prosecuted by way of summons and appearing in person before a Magistrate to plead that there are special reasons surrounding the offence, but that is not a path I would be comfortable with. There are no policy guidelines relating to this, and given the rare combination of circumstances, I would not expect any to be developed. It all relies on the experience of the volunteer driver, and I consider myself and the passengers on the day fortunate that I have the experience I do. I am hoping that Council will appreciate the extraordinary nature of the incident and the circumstances I found myself and my passengers in, and will make a one-off exception to the policy applying to everyday fines incurred by individuals, and pay the attached expiation notice on my behalf. The loss of demerit points does not concern me.

I look forward to co-operation of Council and appreciation of the circumstances in this matter, noting that the last date for payment is September 25th 2019.

If you need anything further, please contact me.

Kind regards,

[Redacted signature]

From: [Bec Milner](#)
To: [Dallas Von Wald](#)
Subject: FW: Traffic Expiation Notice
Date: Thursday, 24 October 2019 9:48:44 AM
Attachments: [image001.png](#)



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Bec Milner
Sent: Friday, 6 September 2019 11:10 AM
To: [REDACTED]
Subject: RE: Traffic Expiation Notice

Hi [REDACTED]

Thank you for your email regarding the incident on 25 June 2019. Apologies I haven't responded sooner, I wasn't in the office on Tuesday and Wednesday. I just wanted to touch base with you today to let you know I am looking into this and will get back to you next week.

Also, I understand you were after your My Impact Page login details. Your username is [REDACTED] and your password is [REDACTED]

Kind regards
Bec



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: [REDACTED]
Sent: Tuesday, 3 September 2019 4:12 PM
To: Bec Milner <bmilner@unley.sa.gov.au>
Cc: Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: Re: Traffic Expiation Notice

Hi Bec.

Further to my email, the incident date was actually June 25 2019. July 24 2019 was the original payment date. Sorry for any confusion.

Kind regards,

[REDACTED]

██████████
On 3 Sep 2019, at 13:44, ██████████ wrote:

Good Morning Bec.

This email relates to an incident on 24th July 2019, that you are probably aware of, from Cynthia.

On that day, I was driving a group of residents from the War Veterans' Home, on a regular tour charter. The charter groups typically comprise elderly people, often from the Memory Support Unit. Also typically, the group includes people who are unable to board the bus because of physical instability, and it was the practice at the time to raise these passengers on to the bus via the wheelchair lifter.

The group I was driving on the day was a typical mix of residents, with three barely ambulant passengers assisted via the wheelchair lifter, as well as one wheelchair passenger. The passengers who were lifted via the wheelchair lifter sat at the rear of the bus, and more mobile passengers who boarded the bus themselves took seats further forward. The group included a helper from the War Veterans' Home, and the bus was filled to capacity.

The tour route was not fixed, and was left to my discretion in consultation with the helper. We drove a circuitous route to Hahndorf, and then along Adelaide Road, Littlehampton. As we approached the junction of Adelaide Road and South Eastern Freeway, I was aware of traffic lights at the junction. I am very familiar with that section of road. As I was approaching the traffic light at a moderate speed, I looked in the rear vision mirror to check what traffic was behind the bus. This is a habit of mine, as I have had experience with fast moving vehicles coming up behind cars at traffic lights, being unable to stop. In the mirror, I saw one of the elderly passengers in the left rear of the bus had undone her seat belt and stood up in the aisle of the bus. This was one of the ladies who had boarded via the wheelchair lifter. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing trauma and in all likelihood some degree of injury or worse, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light, which changed around a second before I passed through the intersection.

As part of the decision making process, I also noted at the time that there was no traffic at the intersection from any other direction, and the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

I have now received the attached expiation notice from SAPOL, after it was initially sent to Council and dealt with by Cynthia. They have considered the circumstances, but have rejected a request to withdraw the notice. Interestingly, their rationale is that "Whilst we empathise with your concerns at the time, we are unable to withdraw the notice on the grounds submitted as it does not provide a defence to the allegation. Road safety must take precedence."

I fully understand and appreciate Council's position that personally incurred fines are the responsibility of the person who incurred them. However, I would suggest that Council policy would have been formulated to apply to normal circumstances. What I did was in far from normal circumstances. I had to make a decision whether to cause certain harm to the passenger, or to pass through the lights. I do not regret making the decision I did, which was consistent with my responsibility for doing all I could to avoid endangering the passenger. I repeat that there were no other vehicles in the vicinity of the intersection, so there was no danger caused by my decision.

I understand that I have the option of electing to be prosecuted by way of summons and appearing in person before a Magistrate to plead that there are special reasons surrounding the offence, but that is not a path I would be comfortable with. There are no policy guidelines relating to this, and given the rare combination of circumstances, I would not expect any to be developed. It all relies on the experience of the volunteer driver, and I consider myself and the passengers on the day fortunate that I have the experience I do. I am hoping that Council will appreciate the extraordinary nature of the incident and the circumstances I found myself and my passengers in, and will make a one-off exception to the policy applying to everyday fines incurred by individuals, and pay the attached expiation notice on my behalf. The loss of demerit points does not concern me.

I look forward to co-operation of Council and appreciation of the circumstances in this matter, noting that the last date for payment is September 25th 2019.

If you need anything further, please contact me.

Kind regards,

[Redacted signature]

<Expiation Notice [Redacted].pdf>

From: [Bec Milner](#)
To: [Dallas Von Wald](#)
Subject: FW: Traffic Expiation Notice
Date: Thursday, 24 October 2019 9:50:14 AM
Attachments: [image001.png](#)



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Megan Berghuis
Sent: Tuesday, 10 September 2019 3:42 PM
To: Bec Milner <bmilner@unley.sa.gov.au>
Subject: RE: Traffic Expiation Notice

I agree with your recommendation Bec. It's clear in the handbook

Thanks for letting me know

Meg



Megan Berghuis
General Manager City Services
City Services
City of Unley
P: (08) 83725450 | M: 0408 878 121
unley.sa.gov.au

From: Bec Milner
Sent: Tuesday, 10 September 2019 2:31 PM
To: Megan Berghuis <MBerghuis@unley.sa.gov.au>
Subject: FW: Traffic Expiation Notice

Hi Megan

Please refer to the emails below regarding an incident on the Community Bus in June when a volunteer Driver entered an intersection when the traffic light had been red for over one second. I have liaised with Tami who suggested I run my response by you before sending to [REDACTED] (Mandy and Marcia are also aware of the incident and emails to date).

Our Volunteer Handbook clearly states that "any traffic infringement fines incurred whilst undertaking your volunteer activities will be your responsibility and not that of Council". Also, [REDACTED] did not bring this incident to Cynthia's attention until he received the fine. My position is that we should not cover the cost of the fine and if you agree, I will send a very brief email to [REDACTED] referencing the Handbook.

Kind regards
Bec

Bec Milner
Volunteer Coordinator



Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Bec Milner
Sent: Friday, 6 September 2019 11:10 AM
To: [REDACTED]
Subject: RE: Traffic Expiation Notice

Hi [REDACTED]

Thank you for your email regarding the incident on 25 June 2019. Apologies I haven't responded sooner, I wasn't in the office on Tuesday and Wednesday. I just wanted to touch base with you today to let you know I am looking into this and will get back to you next week.

Also, I understand you were after your My Impact Page login details. Your username is [REDACTED] and your password is [REDACTED]

Kind regards
Bec



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: [REDACTED]
Sent: Tuesday, 3 September 2019 4:12 PM
To: Bec Milner <bmilner@unley.sa.gov.au>
Cc: Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: Re: Traffic Expiation Notice

Hi Bec.

Further to my email, the incident date was actually June 25 2019. July 24 2019 was the original payment date. Sorry for any confusion.

Kind regards,

[REDACTED]
[REDACTED]

On 3 Sep 2019, at 13:44, [REDACTED] wrote:

Good Morning Bec.

This email relates to an incident on 24th July 2019, that you are probably aware of, from Cynthia.

On that day, I was driving a group of residents from the War Veterans' Home, on a regular tour charter. The charter groups typically comprise elderly people, often from the Memory Support Unit. Also typically, the group includes people who are unable to board the bus because of physical instability, and it was the practice at the time to raise these passengers on to the bus via the wheelchair lifter.

The group I was driving on the day was a typical mix of residents, with three barely ambulant passengers assisted via the wheelchair lifter, as well as one wheelchair passenger. The passengers who were lifted via the wheelchair lifter sat at the rear of the bus, and more mobile passengers who boarded the bus themselves took seats further forward. The group included a helper from the War Veterans' Home, and the bus was filled to capacity.

The tour route was not fixed, and was left to my discretion in consultation with the helper. We drove a circuitous route to Hahndorf, and then along Adelaide Road, Littlehampton. As we approached the junction of Adelaide Road and South Eastern Freeway, I was aware of traffic lights at the junction. I am very familiar with that section of road. As I was approaching the traffic light at a moderate speed, I looked in the rear vision mirror to check what traffic was behind the bus. This is a habit of mine, as I have had experience with fast moving vehicles coming up behind cars at traffic lights, being unable to stop. In the mirror, I saw one of the elderly passengers in the left rear of the bus had undone her seat belt and stood up in the aisle of the bus. This was one of the ladies who had boarded via the wheelchair lifter. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing trauma and in all likelihood some degree of injury or worse, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light, which changed around a second before I passed through the intersection.

As part of the decision making process, I also noted at the time that there was no traffic at the intersection from any other direction, and the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

I have now received the attached expiation notice from SAPOL, after it was initially sent to Council and dealt with by Cynthia. They have considered the circumstances, but have rejected a request to withdraw the notice. Interestingly, their rationale is that "Whilst we empathise with your concerns at the time, we are unable to withdraw the notice on the grounds submitted as it does not provide a defence to the allegation. Road safety must take precedence."

I fully understand and appreciate Council's position that personally incurred fines are the responsibility of the person who incurred them. However, I would suggest that Council policy would have been formulated to apply to normal circumstances. What I did was in far from normal circumstances. I had to make a decision whether to cause certain harm to the passenger, or to pass through the lights. I do not regret making the decision I did, which was consistent with my responsibility for doing all I could to avoid endangering the passenger. I

repeat that there were no other vehicles in the vicinity of the intersection, so there was no danger caused by my decision.

I understand that I have the option of electing to be prosecuted by way of summons and appearing in person before a Magistrate to plead that there are special reasons surrounding the offence, but that is not a path I would be comfortable with. There are no policy guidelines relating to this, and given the rare combination of circumstances, I would not expect any to be developed. It all relies on the experience of the volunteer driver, and I consider myself and the passengers on the day fortunate that I have the experience I do. I am hoping that Council will appreciate the extraordinary nature of the incident and the circumstances I found myself and my passengers in, and will make a one-off exception to the policy applying to everyday fines incurred by individuals, and pay the attached expiation notice on my behalf. The loss of demerit points does not concern me.

I look forward to co-operation of Council and appreciation of the circumstances in this matter, noting that the last date for payment is September 25th 2019.

If you need anything further, please contact me.

Kind regards,

██████████
██████████

<Expiation Notice ██████████.pdf>

REIMBURSEMENTS

CLAIMABLE ITEMS

- Vehicle mileage as part of your pre-approved volunteer activities as per your signed Volunteer Position Description. This does not include vehicle mileage to and from your residence to the location of your volunteer services
- the cost of public transport tickets if you use public transport as part of your volunteer activities. This does not include public transport tickets to and from your residence to the location of your volunteer services
- any pre-approved out of pocket expenses incurred as part of your volunteer activities
- pre-approved parking costs incurred while carrying out volunteer activities.

Any traffic infringement fines incurred whilst undertaking your volunteer activities will be your responsibility and not that of Council.

Reimbursement forms must be submitted to your Program Coordinator at the end of each month for the previous month. For reimbursements to be approved the form must be submitted within 14 days of the completion of the month and all receipts for public transport, parking and pre-approved expenses must be attached.

ATTENDANCE/HOLIDAYS

Your contribution as a volunteer helps to support many of our programs, services and activities. When joining our volunteer team, it is important to be punctual and reliable. As a courtesy to volunteer colleagues, staff, clients and customers, please advise your Program Coordinator as soon as possible if you are running late or unable to attend a scheduled shift. Should you be unable to volunteer for an extended period due to illness, you are required to provide a clearance from your doctor to resume your volunteer activities. Volunteer's hours of service must be recorded via the My Impact Page. This enables us to recognise our volunteer's contribution and for reporting requirements. Taking holidays is an important part of living a full life and is supported and encouraged. Please advise your Program Coordinator in advance if you are planning a holiday or need time off.

WORK, HEALTH AND SAFETY

Under the Work Health and Safety (WHS) law, a volunteer is a person who works for the City of Unley without payment or financial reward.

The WHS laws recognise volunteers as workers and as an organisation, the City of Unley must provide the same protections to its volunteers as it does to its paid workers.

The primary duty of the City of Unley includes ensuring, as far as is reasonably practicable:

- the provision and maintenance of a work environment without risks to health and safety
- the provision and maintenance of safe plant and structures and safe systems of work
- the safe use, handling and storage of plant, structures and substances
- the provision of adequate facilities for the welfare at work of workers, including volunteers, (e.g. toilets, first aid facilities)
- the provision of information, training and instruction or supervision that is necessary to protect all persons from risks to their health and safety arising from their work.

“As you grow older, you will discover that you have two hands, one for helping yourself, the other for helping others”

– AUDREY HEPBURN

As a ‘worker’, a volunteer who carries out duties for the City of Unley has obligations under the WHS laws in relation to taking reasonable care for health and safety, by:

- taking reasonable care for your own health and safety
- taking reasonable care to ensure you don’t affect the health and safety of other people, for example, other volunteers, members of the public or clients you may be assisting
- complying, so far as you are reasonably able, with any reasonable instruction that is given to you by the City of Unley
- co-operating with any reasonable policy or procedures provided.

You must take reasonable care for your own health and safety and to ensure you do not adversely affect the health and safety of others, by doing a number of things, including, but not limited to:

- using prescribed safety equipment
- reporting incidents, events and hazards that relate to the safety and wellbeing of those involved in the delivery of the volunteer program
- attending relevant training and following instructions and advice provided
- not consuming or being under the influence of drugs of any kind (including alcohol).

Annexure 9

From: [Bec Milner](#)
To: [Dallis Von Wald](#)
Subject: FW: Traffic Expiation Notice
Date: Thursday, 24 October 2019 9:50:35 AM
Attachments: [image001.png](#)



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Bec Milner
Sent: Thursday, 12 September 2019 11:56 AM
To: [REDACTED]
Subject: Traffic Expiation Notice

Dear [REDACTED]

Thank you for getting in touch and outlining the incident that occurred on the Unley Community Bus on the 25 June 2019 whilst you were the volunteer driver.

Your contribution as a volunteer is very much valued and appreciated however traffic infringement fines incurred whilst undertaking your volunteer activities are not claimable items and are the responsibility of the individual volunteer and not that of Council, so unfortunately we are unable to pay the fine on your behalf.

Please do not hesitate to contact me if you would like to discuss further.

Kind regards
Bec



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: [REDACTED]
 To: [Bec Milner](#)
 Cc: [Community Bus](#); [Cynthia Brooks](#); [Noira Heppenstall](#)
 Subject: Re: Traffic Expiration Notice
 Date: Thursday, 12 September 2019 12:13:18 PM
 Attachments: [image001.png](#)

Hi Bec.

Thank you for getting back to me.

As I said, this policy was clearly formulated for normal day to day circumstances, and these circumstances were anything but routine.

If Council maintains this position, it indicates that there needs to be policy around this type of scenario relating specifically to volunteer drivers. The only two alternatives would seem to be:

1. When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will not breach any traffic rules irrespective of the danger to the passenger;

or

2. When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will do what is reasonably necessary in the primary interests of the passenger even if it means breaching a traffic rule, and Council will indemnify the driver against any penalty incurred in good faith.

If neither of these policies suit Council, the obvious solution is to treat each instance on its merit, and pay this notice.

Without support of Council in doing what is necessary to safeguard the health of passengers, I cannot continue as a volunteer driver. I am due to drive tomorrow and seek urgent confirmation that Council will pay the fine.

Kind regards,

[REDACTED]

On 12 Sep 2019, at 11:56, Bec Milner <bmilner@unley.sa.gov.au> wrote:

Dear [REDACTED]

Thank you for getting in touch and outlining the incident that occurred on the Unley Community Bus on the 25 June 2019 whilst you were the volunteer driver.

Your contribution as a volunteer is very much valued and appreciated however traffic infringement fines incurred whilst undertaking your volunteer activities are not claimable items and are the responsibility of the individual volunteer and not that of Council, so unfortunately we are unable to pay the fine on your behalf.

Please do not hesitate to contact me if you would like to discuss further.

Kind regards

Bec

[<image001.png>](#) **Bec Milner**

Volunteer Coordinator

Community Connections

City of Unley

P: (08) 83725436

unley.sa.gov.au

9am-3pm Monday, Tuesday, Thursday and Friday



The City of Unley advises that, under the State Records Act 1997 and the Freedom of Information Act 1991, email messages may be monitored and/or accessed by Council staff. The contents of this email are confidential and intended only for the named recipient of this email. If the reader of this e-mail is not the intended recipient you are hereby notified that any use, reproduction, disclosure or distribution of the information contained in the email is prohibited. If you have received this email in error please immediately advise the sender by return email and delete the message from your system.

From: [Bec Milner](#)
To: [Dallas Von Wald](#)
Subject: FW: Traffic Expiation Notice
Date: Thursday, 24 October 2019 9:51:17 AM
Attachments: [Re Traffic Expiation Notice.msg](#)
[image001.png](#)



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Cynthia Brooks
Sent: Thursday, 12 September 2019 3:24 PM
To: Marcia Mudge <mmudge@unley.sa.gov.au>; Mandy Smith <msmith@unley.sa.gov.au>
Cc: Bec Milner <bmilner@unley.sa.gov.au>
Subject: RE: Traffic Expiation Notice

Hi Ladies

Soon after [REDACTED] had sent his email, he rang me and started to talk about the changes in Council policy he referred to in his email and reiterated he could not back down on his decision.

I explained to [REDACTED] as I was unsure of when Bec was due back to her desk, I thought it best I find a replacement driver rather than wait until the last minute and not have a driver for tomorrows service. [REDACTED] understood my predicament and apologised he had put me in this situation.

I explained to [REDACTED] I understood the decision he has made and as such would find a replacement driver for tomorrow which I have done.

Mandy and Marcia, I have attached a copy of [REDACTED] message for your reference.

Kind Regards



Cynthia Brooks
Coordinator Community Bus
Community Connections
City of Unley
P: (08) 03725131
unley.sa.gov.au

From: Marcia Mudge
Sent: Thursday, 12 September 2019 2:44 PM
To: Mandy Smith <msmith@unley.sa.gov.au>
Cc: Bec Milner <bmilner@unley.sa.gov.au>; Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: FW: Traffic Expiation Notice

Hi Mandy,

Following this email I have been told that [REDACTED] replied advising that unless Council paid his fine, he would pull out of his driver shift tomorrow (Friday).

Cynthia has phoned [REDACTED] to say that as Bec was in a meeting this afternoon, she would find a replacement driver for his shift tomorrow to ensure the bus can still go ahead.

Bec will reply to [REDACTED] in the morning re-confirming our position that Council will not pay for his fine. Would you like Bec to run this response past you prior to sending?

Many thanks, Marcia

From: Bec Milner
Sent: Thursday, 12 September 2019 11:56 AM
To: [REDACTED]
Subject: Traffic Expiation Notice

Dear [REDACTED]

Thank you for getting in touch and outlining the incident that occurred on the Unley Community Bus on the 25 June 2019 whilst you were the volunteer driver.

Your contribution as a volunteer is very much valued and appreciated however traffic infringement fines incurred whilst undertaking your volunteer activities are not claimable items and are the responsibility of the individual volunteer and not that of Council, so unfortunately we are unable to pay the fine on your behalf.

Please do not hesitate to contact me if you would like to discuss further.

Kind regards
Bec



Bec Milner
Volunteer Coordinator
Community Connections
City of Unley
P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: [Bec Milner](#)
To: [Dallis Von Wald](#)
Subject: FW: Notes - from Conversation with [REDACTED] 13.9.19 (for the file)
Date: Thursday, 24 October 2019 9:51:36 AM
Attachments: [image001.png](#)



Bec Milner
 Volunteer Coordinator
 Community Connections
 City of Unley
 P: (08) 83725436
unley.sa.gov.au
9am-3pm Monday, Tuesday, Thursday and Friday

From: Mandy Smith
Sent: Friday, 13 September 2019 3:55 PM
To: Bec Milner <bmilner@unley.sa.gov.au>
Cc: Marcia Mudge <mmudge@unley.sa.gov.au>; Cynthia Brooks <cbrooks@unley.sa.gov.au>
Subject: Notes - from Conversation with [REDACTED] 13.9.19 (for the file)

Cynthia/ Bec – can you please ensure these notes are saved on the file with other documentation of this issue. Thanks

File Note:

[REDACTED] is a volunteer who has requested that he does not pay the fine he received for running a red light while driving the community bus. He has had conversations with both Cynthia and Bec. Bec asked if he would like me to call him as the Manager and he said yes.

I phoned [REDACTED] at 1.15pm on 13.9.19

Apologised for this situation, empathised with how he was feeling, but explained the fine could not be waived.

He expressed that:

- He used to work at a law firm and knew that policies were developed to assist staff to respond to everyday situation, this situation was extenuating circumstances and therefore believed the policy should not apply.
- He believed by making him pay the fine, Council was saying that road rules were more important than passenger safety. Explaining that an elderly frail passenger had gotten out of her seat and if he had stopped for the red light she would have fallen, which was potentially life threatening for her. (I responded that I understood his frustration and that he believed he had done the right thing, but also that running a red light could be viewed as jeopardising passenger safety too, esp. if the bus had collided with another car. I assured him that numerous staff have now looked at this situation and the evidence, as we always hate it when someone who is volunteering their time ends up out of pocket, but there was nothing concrete that would enable us to allow him not to pay the fine).
- He asked if I had seen the file on him, and was aware that he used to work for the Police force and conduct driver testing and driver instruction? He said he assessed the situation and as there were no cars approaching the intersection, he knew there was no risk of hitting another car. (I responded that I there was another car in the intersection in the photo we received from

the Police – he said this car was stationary). He also said the last fine he received was when he was 17, though he has paid for plenty of his wife's fines.

- He said that if Council would not waive the fine then he would consider going to court and appealing and when the media got hold of the story it would not look pretty for Council. He said he did not want to air dirty laundry for Council, but was being left no other choice if we didn't waive the fine. I responded that I was sorry he felt that way. I then reiterated how sorry we were for the situation and that we really did spend considerable time investigating, including talking to the War Vet staff, but no evidence to go on as no one could recall the incident and he did not report the incident at the time of the near miss. I also explained Council could not waive a fine from the Police as it was out of our Authority. I asked him what he would like us to do. He said he wanted us to reimburse the fine, he would wear the demerit points.
- He then said that the passengers were too frail to be on the bus.
- He said that other drivers would not be happy when he told them that he did the right thing trying to prioritise passenger safety over a fine and Council had not supported him. I responded that I would ensure Cynthia reminded all drivers that incidents and near-misses needed to be reported, explaining that the near misses, enable us to put in place risk mitigation strategies. I used the example that is a passenger was prone to standing up during a trip, we may need to ensure a career sits with them.
- He then suggested that the buses be installed with CCTV camera and dash cams. I said this is something we could potentially look into.
- He wanted the CEO to review our decision on this as he felt it was common sense this was a extenuating circumstance – I agreed to discuss this situation with the CEO.

Phone [REDACTED] again at 330pm

I let him know I had made contact with the CEO and the CEO does support our findings that the fine can not be reimbursed. He did not say much at all. I told him he has my mobile if he wished to discuss further and we ended the call within 1 minute.



Mandy Smith
Manager Community Development & Wellbeing
Community Connections
City of Unley
P: (08) 83725127 | M: 0450 881 412
unley.sa.gov.au

From: Mandy Smith
Sent: Friday, 13 September 2019 1:49 PM
To: Peter Tsokas <ptsokas@unley.sa.gov.au>
Cc: Megan Berghuis <MBerghuis@unley.sa.gov.au>
Subject: Volunteer request to CEO - regarding Red light Camera Fine

Hi Peter

Sorry to bother you, but I have had a volunteer insisting on a CEO decision and have said I would contact you on his behalf.

The volunteer, [REDACTED] ran a red light while driving our community bus. When he received the fine, he contacted us to say that he ran the light as a elderly passenger had stood up and if he stopped suddenly she would have fallen. He states that he checked the intersection was clear before making the decision not to stop.

Both Megan and I have reviewed the case, and given there is no evidence that the passenger stood up and that [REDACTED] did not report the incident after it occurred (only when the fine was received), we recommend in this instance our policy is maintained and the fine is paid by the volunteer. It is unfortunate that in the act of volunteering his time for our community [REDACTED] is now out of pocket \$500, but we don't believe there is enough evidence to consider a deviation from policy. It is only his statement we have to go on. Our policy is very clear that volunteers must obey the road rules, pay any fines incurred while driving and report any incidents after their shift.

[REDACTED] is understandably very upset and threatening to contact the media and to appeal this in court. He claims the court and media will view his case favourable as he claimed he is an ex-driving instructor with the Police force and the message he will be saying is that Council has asked volunteers to prioritise road rules over passenger safety. I have apologised that he feels this way, explained that we did contact the War Vets who were 'chartering' the bus at the time, but none of the passengers or the helper they had on the bus at the time could recall a passenger standing up.

Are you happy to support the decision not to reimburse [REDACTED] for his fine?

Your view is very much appreciated.

 **Mandy Smith**
Manager Community Development & Wellbeing
 Community Connections
 City of Unley
 P: (08) 83725127 | M: 0450 881 412
unley.sa.gov.au

From: Peter Tsokas
Sent: Friday, 13 September 2019 2:30 PM
To: Mandy Smith <msmith@unley.sa.gov.au>
Cc: Megan Berghuis <MBerghuis@unley.sa.gov.au>
Subject: RE: Volunteer request to CEO - regarding Red light Camera Fine

Hi Mandy
 I am happy to support the process and decision made
 Regards
 peter



Peter Tsokas
Chief Executive Officer
 Office of the CEO
 City of Unley
 P: (08) 83725104 | M: 0412 782 002
unley.sa.gov.au

From: Mandy Smith
Sent: Friday, 13 September 2019 1:49 PM
To: Peter Tsokas <ptsokas@unley.sa.gov.au>
Cc: Megan Berghuis <MBerghuis@unley.sa.gov.au>
Subject: Volunteer request to CEO - regarding Red light Camera Fine

Hi Peter

Sorry to bother you, but I have had a volunteer insisting on a CEO decision and have said I would contact you on his behalf.

The volunteer, [REDACTED] ran a red light while driving our community bus. When he received the fine, he contacted us to say that he ran the light as a elderly passenger had stood up and if he stopped suddenly she would have fallen. He states that he checked the intersection was clear before making the decision not to stop.

Both Megan and I have reviewed the case, and given there is no evidence that the passenger stood up and that [REDACTED] did not report the incident after it occurred (only when the fine was received), we recommend in this instance our policy is maintained and the fine is paid by the volunteer. It is unfortunate that in the act of volunteering his time for our community [REDACTED] is now out of pocket \$500, but we don't believe there is enough evidence to consider a deviation from policy. It is only his statement we have to go on. Our policy is very clear that volunteers must obey the road rules, pay any fines incurred while driving and report any incidents after their shift.

[REDACTED] is understandably very upset and threatening to contact the media and to appeal this in court. He claims the court and media will view his case favourable as he claimed he is an ex-driving instructor with the Police force and the message he will be saying is that Council has asked volunteers to prioritise road rules over passenger safety. I have apologised that he feels this way, explained that we did contact the War Vets who were 'chartering' the bus at the time, but none of the passengers or the helper they had on the bus at the time could recall a passenger standing up.

Are you happy to support the decision not to reimburse [REDACTED] for his fine?

Your view is very much appreciated.



Mandy Smith
Manager Community Development & Wellbeing
 Community Connections
 City of Unley
 P: (08) 83725127 | M: 0450 881 412
unley.sa.gov.au

From: [REDACTED]
Sent: 17 Oct 2019 11:10:31 +1030
To: PO Box1
Subject: Request for Internal Review - Section 270 Local Government Act
Attachments: Request for Review.pdf, Section 270 Request for Review from [REDACTED].pdf

Internal review request

To: The Mayor
City of Unley
181 Unley Road
UNLEY 5061 SA

Attached are documents relating to a request for an internal review of a decision by CEO of City of Unley. I understand that, because the original decision was made by the CEO, this request must be referred to the Mayor, rather than to the CEO.

Because I am relatively unfamiliar with this procedure, I would be grateful if you would notify me of anything else that may be needed.

Would you kindly acknowledge receipt of this email.

Kind regards,

[REDACTED]

FORM 1

CITY OF UNLEY

INTERNAL REVIEW OF A COUNCIL DECISION

APPLICATION FORM

In accordance with Section 270(1) of the Local Government Act 1999

Applicant's Details

Applicant's name: [Redacted]

Applicant's address: [Redacted]

Email: [Redacted]

Telephone: [Redacted] Date of Application: 17/10/19

Application received by:

Application referred to:

Summary of decision to be reviewed:

DECISION BY CEO NOT TO INDEMNIFY OR REIMBURSE APPLICANT FOR EXPIATION FEE OF \$524

List of attachments:

REQUEST FOR REVIEW, SETTING OUT REASONS FOR REQUEST

Assistance required:

Type: (eg interpreter)

Council to arrange: Yes / No

Applicant to arrange: Yes / No

Signature of applicant: [Redacted] Date: 17/10/19

Name of staff member: (please print): Position:

Signature of staff member: Date:

**Request for Review of Decision of City of Unley
Section 270 of the Local Government Act**

Submitted by:

[REDACTED]
[REDACTED]

Ph: [REDACTED]

Email: [REDACTED]

Background

I have been a volunteer with City of Unley since 2016. In addition to various ad hoc volunteer assignments, my main duties have been driving the community bus, as well as driving community transport clients. I have driven as often as three days a week. I have held a driving licence since 1968, and obtained a bus and heavy rigid vehicle licence in 1972 when I was a police officer. I have no traffic or other convictions of any kind.

The Incident

On 24th July 2019, I was driving a group of residents from the War Veterans' Home, on a regular tour charter. The charter groups typically comprise elderly people, often from the Memory Support Unit. These are people who suffer from dementia. Also typically, the group includes people who are unable to board the bus because of physical instability, and it was the practice at the time to raise these passengers on to the bus via the wheelchair lifter.

The group I was driving on this day was a typical mix of residents, with three barely ambulant passengers assisted via the wheelchair lifter, as well as one wheelchair passenger. The passengers who were lifted via the wheelchair lifter sat at the rear of the bus, and more mobile passengers who boarded the bus themselves took seats further forward. The group included a helper from the War Veterans' Home, and the bus was filled to capacity. The helper was seated towards the front of the bus.

The tour route was not fixed, and was left to my discretion in consultation with the helper. We drove a circuitous route to Hahndorf, and then along Adelaide Road, Littlehampton. As we approached the junction of Adelaide Road and South Eastern Freeway, I was aware of traffic lights at the junction. I am very familiar with that section of road. As I was approaching the traffic light at a moderate speed, I looked in the rear vision mirror to check what traffic was behind the bus. This is a habit of mine, as I have had experience with fast moving vehicles coming up behind cars at traffic lights, being unable to stop. In the mirror, I saw one of the elderly passengers in the left rear of the bus had undone her seat belt and stood up in the aisle of the bus. This was one of the ladies who had boarded via the wheelchair lifter. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering down the aisle, certainly causing trauma and in all likelihood some degree of injury or worse, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light, which changed around a second before I passed through the intersection.

As part of the decision making process, I also noted at the time that there was no moving traffic at the intersection from any other direction (this was confirmed by these photographs from SAPOL), and the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.



The Consequences

In July 2019, I went on holidays. While I was away, I received an email from Cynthia Brooks, the community bus coordinator. She explained that Council had received an expiation notice from SAPOL relating to my driving, for disobeying the traffic signal. I replied, briefly explaining the circumstances, but not in the detail above.

Cynthia sent a statutory declaration to SAPOL, naming me as the driver. I expected this. She also sent my explanatory email to SAPOL. I neither expected nor requested this to be done, and SAPOL took this as a request for a review of the notice. Whilst I accept this was done in good faith and out of consideration for my circumstances, only one request for a review is permitted, and this prejudiced my chance of applying for a review where I would have given more detail of the circumstances.

I subsequently received a letter from SAPOL, in which they said they have considered the circumstances, but have rejected a request to withdraw the notice. This was the request instigated by Council. The letter said “Whilst we empathise with your concerns at the time, we are unable to withdraw the notice on the grounds submitted as it does not provide a defence to the allegation. Road safety must take precedence.” I then received an expiation notice from SAPOL in my own name, with a penalty of \$524.

After I received the expiation notice, I applied online for a review. I received a letter back from SAPOL in which they said my application for a review had considered and had been rejected, and that only one review was allowed.

Council Decision

I have spoken to and emailed many Council employees regarding this. All have expressed sympathy with my position, but all have pointed out Council’s policy, that traffic fines are the responsibility of the person who incurred them. I have been informed that my request was referred to Council CEO, who decided that policy must prevail, and that I would not be indemnified.

I have also spoken to my ward representative, who made submissions on my behalf to the CEO. I was informed that these submissions were rejected.

I fully understand and appreciate Council’s policy on this. However, I would suggest that Council policy would have been formulated to apply to normal circumstances in which employees and volunteers drive. What I did was in far from normal circumstances. I had to make a decision whether to cause certain harm to the passenger, or to pass through the lights. I do not regret making the decision I did, which was consistent with my responsibility for doing all I could to avoid endangering the passenger. At the very least, she would have been thrown forward and fallen. Worst case scenario could have been tragic. I repeat that there were no other vehicles in the vicinity of the intersection, so there was no danger caused by my decision.

Council Policy

There are no Council policy guidelines relating to this, and given the rare combination of circumstances, I would not expect any to be developed. It all relies on the experience of the volunteer driver, and I consider myself and the passengers on the day fortunate that I have the experience I do. If similar circumstances arose, would Council like to see traffic laws complied with at the expense of a passenger's safety or life? I would hope not, but that is the only conclusion to be drawn from this. Logic says there must be flexibility, and not hiding behind a bland statement that policy prevails. I am hoping that Council will appreciate the extraordinary nature of the incident and the circumstances I found myself and my passengers in, and will make a one-off exception to the policy applying to everyday fines incurred by individuals, and pay the attached expiation notice on my behalf. The loss of demerit points does not concern me.

If Council maintains its position, it indicates that there needs to be policy around this type of scenario relating specifically to volunteer drivers. The only two alternatives would seem to be:

- 1. When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will not breach any traffic rules irrespective of the danger to the passenger; or*
- 2. When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will do what is reasonably necessary in the primary interests of the passenger even if it means breaching a traffic rule, and Council will indemnify the driver against any penalty incurred in good faith.*

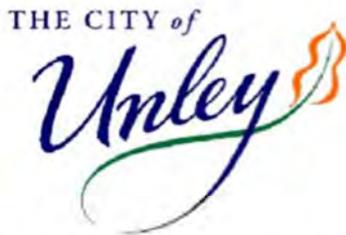
If neither of these policies suit Council, the obvious solution is to treat each instance on its merit, and pay this notice.

I had the option of electing to be prosecuted by way of summons and appearing in person before a Magistrate to plead that there are special reasons surrounding the offence, but that is not a path I was comfortable with, and I have paid the \$524 expiation fee.

Request for Review

I believe that Council unduly relied on policy, without having appropriate regard for the exceptional circumstances. Everybody I have spoken to within Council has told me they believe I did the right thing in prioritising the safety of the passenger over the traffic signal. I further believe that, not only clients of the Community Bus service, but Council ratepayers would be appalled to find that passenger safety and wellbeing were secondary in these circumstances, and that a volunteer was penalised for prioritising passenger safety. In my submission, the decision of the CEO was unreasonable, and inconsistent with the aims of Council, to provide a high quality and safe transport service to ratepayers. Because of this, I request that it be reversed and I be reimbursed \$524 I have paid on the expiation notice.

All of these facts were put to Council before the decision was made.



COU0022: VOLUNTEER MANAGEMENT POLICY

Policy Type:	Council Policy
Responsible Department:	Community Connections
Responsible Officer:	Manager Community Connections
Related Policies and Procedures	<ul style="list-style-type: none"> • Code of Conduct for Council Volunteers • Safe Environment Policy • Fair Treatment and Equal Employment Opportunity Policy
Community Plan Link	<i>Community Living</i> 1.5 Our City is connected and accessible.
Date Adopted	26 February 2007; C48/07
Last review date	29 April 2019: C1457/19
Next review date	April 2021
Reference/Version Number	COU0022: Version 2
ECM Doc set I.D.	4783164

1. PREAMBLE

The City of Unley recognises and values the significant contribution that volunteers provide to Council and the community, and is committed to optimising the management of volunteer programs.

The Volunteer Management Policy guides decision making in relation to managing volunteers, and provides volunteers an understanding of their rights and responsibilities.

2. SCOPE

The policy applies to all volunteers and activities, programs and services where volunteers are involved.

3. POLICY PURPOSE/OBJECTIVES

The purpose of this policy is to provide a best practice framework for the management of volunteers. Volunteers undertake activities that are of benefit to Council, the local community and the individual and support the City of Unley's vision.

4. DEFINITIONS

Activity – Refers to a specific task or set of tasks that are undertaken as part of a volunteer position.

Cause testing – Refers to the criteria and basis on which a reasonable belief exists that demands action to require a volunteer to undertake a drug and alcohol test.

Children – Refers to individuals aged under 18 years.

Code of Conduct – Refers to the City of Unley Code of Conduct for Volunteers.

Council – Refers to the City of Unley.

Department of Human Services screening – Refers to a background screening check undertaken by the State Government Department of Human Services.

Incident-related testing – Refers to drug and alcohol testing that may occur where there is an incident involving injury or damage.

Mandatory Training – Compulsory training specific to each volunteer position to be completed prior to undertaking the volunteer position.

Position – Refers to the role that a volunteer is recruited to and undertakes.

Position description – Outlines the responsibilities and requirements of the position.

Program Coordinator – Council employee who has responsibility for overseeing volunteer/s assigned to a Council program, activity or service.

Reimbursement – Repayment of a pre-approved expense.

Volunteer – An individual who provides services of their own free will, without coercion and for no financial reward, that complement but do not replace the services provided by staff. This does not include persons undertaking work placement or work experience with Council. Individuals must have undertaken a Council and program specific induction; have appropriate clearances in place; have agreed to undertake activities as per a signed volunteer position description; and are actively contributing to their assigned volunteer program/s.

Volunteer Coordinator – Council employee responsible for the effective management and administration of the volunteer management program.

5. ROLES AND RESPONSIBILITIES

The Manager Community Development and Wellbeing, Team Leader Community and Cultural Development, Volunteer Coordinator and Program Coordinators are responsible for the implementation and administration of this policy.

6. POLICY STATEMENT

6.1 Volunteering in the City of Unley is of mutual benefit

Volunteers develop and strengthen the bond between Council and the community, and contribute to creating a vibrant, healthy and positive place to live.

There are positive outcomes achieved for both Council and volunteers.

Benefits to the City of Unley include:

- Providing the organisation with a broader resource base from which to deliver positive community outcomes;
- Enhancing community participation through volunteering;
- Enriching the lives of City of Unley residents and improving their quality of life.

Benefits to volunteers include:

- Providing opportunity to connect with others, resulting in greater social inclusion, fun and fulfillment;
- Opportunities to learn new skills and/or providing a stepping stone to employment;
- A sense of purpose that enhances health, wellbeing and quality of life;

6.2 Effective volunteer management, training, development and support is provided.

The City of Unley aims to:

- value and promote volunteer involvement in the organisation;
- ensure processes are in place to support volunteers to undertake their position effectively and in line with organisational requirements;
- ensure quality training, development and support is available to volunteers.

Volunteers will be treated fairly and respectfully, with support and direction from their Program Coordinator.

Volunteers have a right to raise any grievances and for these to be handled and resolved in an appropriate, fair and sensitive manner.

6.3 Volunteers are recognised and celebrated.

The City of Unley provides a recognition program that celebrates its volunteers, including National Volunteer Week, Christmas celebrations, Years of Service certificates and other opportunities throughout the year.

6.4 Volunteers have rights and responsibilities.

Volunteer responsibilities are defined in Council's Volunteer Agreement and Volunteer Handbook, provided at induction. Additionally, volunteer position-specific activities are outlined in the volunteer position description and in program-specific inductions.

Volunteers are recruited and selected through a targeted recruitment approach, whereby available volunteer positions are advertised, suitable individuals are selected, provided with training to undertake their volunteer activities, and inducted into their volunteer program.

Volunteers have a responsibility to perform their activities to the best of their abilities, ensuring they read and adhere to the City of Unley Code of Conduct for Volunteers, Volunteer Handbook, Volunteer Agreement, and relevant Council policies.

Volunteers may be public officers for the purposes of the *Independent Commissioner Against Corruption Act 2012 (SA)* (the ICAC Act). Upon induction, volunteers are provided

information regarding ICAC and the Code of Conduct for Volunteers. Conduct which breaches this Code may be misconduct under the ICAC Act.

All volunteers have a right to expect a safe environment when undertaking their activities. It is the Council's responsibility to ensure this, as per the *Work Health and Safety Act (SA) 2012*. Volunteers shall not undertake, or be expected to undertake, an activity which may be of a hazardous nature.

Volunteers are considered 'workers' under the *Work Health and Safety Act (SA) 2012* and the *Equal Opportunity (SA) Act 1984*. Personal Injury and Public Liability Insurance cover is provided for volunteers who are undertaking the activities as outlined in their Volunteer Position Description.

Volunteers must present for volunteering in a fit state to ensure their safety and the safety of others. The City of Unley has a non-invasive drug and alcohol-testing program in place, and volunteers may be subject to incident or cause testing as required.

7. POLICY DELEGATIONS

Nil applicable.

8. LEGISLATION

- *Children's Protection Act 1993*
- *Disability Discrimination Act 1992 (Commonwealth)*
- *Equal Opportunity Act 1984 (SA)*
- *Volunteers Protection Act 2001*
- *Work Health and Safety Act (SA) 2012*
- *Independent Commissioner Against Corruption Act 2012 (SA)*

9. AVAILABILITY OF POLICY

9.1. The Policy is available for public inspection during normal office hours at:

The Civic Centre,
181 Unley Road, Unley SA 5061.

A copy may be purchased for a fee as determined annually by Council.

It is also available for viewing, download and printing free of charge from the Council's website www.unley.sa.gov.au.

10. DOCUMENT HISTORY

Date	Ref/Version No.	Comment
26/02/2007	C48/07: V1	
29/04/2019	C1457/19: V2	

**VOLUNTEER HANDBOOK
Corporation of the City of Unley**

November 2014

1. INTRODUCTION 1

2. DEFINITIONS 1

3. COUNCIL VOLUNTEER POLICY 1

4. ROLES AND RESPONSIBILITES – COUNCIL AND VOLUNTEERS..... 2

5. SUPERVISOR 4

6. POLICIES 5

 6.1 Application, Interview, Selection..... 5

 6.2 DCSI Screenings and other clearances 6

 6.3 Acceptance and Registration 6

 6.4 Placement..... 6

 6.5 Induction 7

 6.6 Training and Development 7

 6.7 Identification..... 7

 6.8 Trial Period **Error! Bookmark not defined.**

 6.9 Intention to Cease a Volunteer Role 7

 6.10 Attendance..... 8

 6.11 Work, Health and Safety requirements..... 8

 6.12 Reimbursement of Expenses 8

 6.13 Future Involvement in Volunteer Programs 8

 6.14 Concerns, Grievances and Misconduct..... 9

 6.15 Insurance..... 9

Flowchart associated with Volunteer process at the City of Unley



Organisational Chart as it applies to Volunteer Management



1. INTRODUCTION

- 1.1 The Volunteer Handbook provides guidance to clear up any queries in relation to council's Volunteer policies and procedures.
- 1.2 It is to be used by Volunteers, supervisors and coordinators.
- 1.3 It is a guide that can be used by all Volunteer programs within the community.

2. DEFINITIONS

- 2.1 **Council** means the Corporation of the City of Unley.
- 2.2 **EMT** means the Executive Management Team which is comprised of the Council's Chief Executive Officer and General Managers.
- 2.3 **Organisation** means a not-for-profit organisation undertaking a project on the Council's behalf.
- 2.4 **Volunteer** means a person undertaking or performing a service for Council as part of a volunteering program and has the same meaning given to it under the *Volunteer Protection Act 2001 (SA)*.
- 2.5 **Volunteer Officer** means the Council employee who is responsible for overseeing that Volunteer Programs are following correct procedures.
- 2.6 **Volunteer Program** means Council or Organisation projects which have the aim of assisting the community.
- 2.7 **Volunteer Register** means a database which contains information about Volunteers providing service to the Council.
- 2.8 **Volunteer Supervisor** means the person who is directly responsible for daily management of a Volunteer in their role for whichever specified Volunteer Program.

3. COUNCIL VOLUNTEER POLICY

- 3.1 Volunteers contribute to and support the fundamental values of a healthy community. Volunteering encourages individuals of diverse backgrounds and cultures to serve the community in a variety of ways. This involvement is a practical expression of the willingness of the community to be responsible for itself.
- 3.2 Volunteerism is an important element to the fabric of the Corporation of the City of Unley's Community Social program.
- 3.3 Council strongly supports the spirit of volunteering and encourages individuals of diverse backgrounds and cultures to serve the community through the Council and other community organisations.
- 3.4 The Corporation of the City of Unley through EMT acknowledges volunteering and aims to promote and facilitate its continuation in the community of Unley.

- 3.5 Council aims for 'a culture of trust and open communication between Council and Volunteers that will be valued and fostered at all times'
- 3.6 Council aims to maintain partnerships with Volunteering Organisations by:
 - 3.6.1 publicly recognising the efforts and successes of Volunteers in their particular Volunteer Program;
 - 3.6.2 encouraging Volunteer participation across age-groups and cultures to promote unity amongst community;
 - 3.6.3 promoting partnerships between government, community groups, and businesses to support Volunteers;
 - 3.6.4 sustaining a Volunteer community by providing access to resources, facilities, support, advice, information, and training.

4. **ROLES AND RESPONSIBILITIES – COUNCIL AND VOLUNTEERS**

- 4.1 Council and Volunteers have rights and responsibilities owed to each other and the wider community.
- 4.2 Council recognises its role as a community leader with a responsibility to support and encourage volunteering. This is demonstrated by the establishment of the Executive Management Team (**EMT**) who take responsibility for the overall management of Volunteers and the Unley Volunteer Resource Centre (**UVRC**). The Corporation of the City of Unley aims to continue to foster a culture of trust and open communication between Council and Volunteers.
- 4.3 Council will:
 - 4.3.1 provide community leadership that supports, encourages and values volunteering;
 - 4.3.2 continue to build and maintain its own Volunteer program for the benefit of the community;
 - 4.3.3 promote the success and positive influence of volunteering within the community;
 - 4.3.4 provide for the management of the UVRC;
 - 4.3.5 provide support to the EMT;
 - 4.3.6 provide resources for the implementation of Volunteer strategies/projects;
 - 4.3.7 develop and maintain strong communication with Volunteers and relevant bodies including State Government Departments and Parliament;
 - 4.3.8 identify needs and trends within the Volunteer sector;

- 4.3.9 develop partnerships that support volunteering;
 - 4.3.10 select a person they believe to be the most suited for a particular Volunteer role through a recruiting and interview process;
 - 4.3.11 provide clear expectations, written role statements and procedures to the Volunteer about their role. For larger groups general role statements will be provided to certain Volunteer Programs to ensure that the purpose and the role of Volunteers is clearly understood and facilitated;
 - 4.3.12 take Volunteers through a formal induction program that will educate Volunteers about the Council and the relevant programs, training, policies, and procedures;
 - 4.3.13 discuss any major decisions or changes that will affect a Volunteer's role and/or performance;
 - 4.3.14 provide support to Volunteers if they require any assistance to perform their role, this includes feedback on performance, and any further training;
 - 4.3.15 ensure there is a Volunteer Supervisor within each program that has skills and knowledge to develop and supervise an effective Volunteer Program. The role of coordinating and supervising Volunteers will be recognised in the position description;
 - 4.3.16 allocate specific roles to Volunteers that will best fit in with any talents, skills or limitations of the Volunteer;
 - 4.3.17 aim to provide opportunities for a range of experiences and to learn new skills where possible;
 - 4.3.18 allocate work to Volunteers that would be enriching to Council, program participants and Volunteers;
 - 4.3.19 effectively manage, support and resource the Volunteer program;
 - 4.3.20 ensure that Volunteers enhance the work of paid staff, never replace or surpass it;
 - 4.3.21 provide a supportive and safe environment; and
 - 4.3.22 celebrate, recognise and acknowledge the contribution of its Volunteers.
- 4.4 Volunteers will:
- 4.4.1 commit to a project to benefit the community and the individual;
 - 4.4.2 undertake activity at their own free will and without coercion;
 - 4.4.3 receive no financial payment;

- 4.4.4 be active in designated Volunteer positions only;
- 4.4.5 aim to enhance a program, project or service;
- 4.4.6 be sure their motives and objectives match the Volunteer role and the Council's expectations before accepting a role;
- 4.4.7 follow the relevant policies, procedures and guidelines of Council and the Volunteer Program they are working in;
- 4.4.8 be a positive contributor to their particular Volunteer Program;
- 4.4.9 accept and perform their responsibilities to the best of their abilities;
- 4.4.10 be willing to undergo induction and undertake further training if required;
- 4.4.11 accept support and supervision and constructive feedback on their performance;
- 4.4.12 be open and honest in all communications;
- 4.4.13 not represent themselves as a paid staff member or obligate Council in any way;
- 4.4.14 work as a team member;
- 4.4.15 respect confidentiality; and
- 4.4.16 carry out tasks in a way which corresponds with the aims and values of Council and/or organisation and/or project.

5. SUPERVISOR

- 5.1 Each Volunteer Program will have a Volunteer Supervisor. The Volunteer Supervisor's responsibility is to support and oversee the Volunteers. The Volunteer Supervisor should also assist with any processes.
- 5.2 The Volunteer Supervisor should have the required skills and training to undertake the role.
- 5.3 The Volunteer Supervisor should identify any issues and seek to resolve them in a positive manner.
- 5.4 A Volunteer Supervisor should deal with any grievances that a Volunteer may have and should be a volunteer's first point of contact. If this is not possible the Volunteer should seek assistance from the Volunteer Officer or a member of the EMT.
- 5.5 The Volunteer Supervisor of each program should be clearly identified to the participating Volunteers.

6. POLICIES

6.1 Application, Interview, Selection

- 6.1.1 Volunteering opportunities need to be promoted to the community in an accessible manner to all community members.
- 6.1.2 Volunteer applications:
 - 6.1.2.1 through website:
 - (a) Council website will have information providing a list of Volunteer Programs. Information will include skills and typical hours required;
 - (b) the webpage will also have links to the Volunteer policy, Volunteer Handbook, Volunteer Application Form and Volunteer Agreement Form;
 - (c) any other relevant information or conditions will be provided on the webpage;
 - 6.1.2.2 advertised in newspaper:
 - (a) should describe the position, how a person can apply, and any other relevant information;
 - 6.1.2.3 Any member of the organisation that has executed a Volunteer Agreement on behalf of all its Volunteer members with Council must note and adhere to the following:
 - (a) where a Volunteer Organisation is making the application then the Volunteer Organisation will ensure that all Volunteers have completed the application forms that will then be presented to the Council as a joint application by the Volunteer Organisation;
 - (b) in the event that the Volunteer Organisation recruits new Volunteers, then an Application form will need to be provided for the new Volunteer;
 - (c) Volunteers who leave the Volunteer Organisation will need to be notified in writing to the Council to ensure that Council maintains an accurate record of who may be partaking on its Volunteer Programs.
- 6.1.3 Additional information that an applicant may need to provide might include driver's licence, health condition etc.
- 6.1.4 Recruitment of Volunteers will be coordinated by the Volunteer Officer as determined by the EMT.

6.1.5 Volunteers will be selected in a non-discriminatory manner. The skills of the Volunteer should correspond with the role description of the Volunteer Program.

6.1.6 An interview process may be used for certain Volunteer Programs.

6.1.7 An informal interview with the Volunteer Officer prior to commencement may be conducted to ensure the Volunteer is aware of their role and responsibilities.

6.2 **DCSI Screenings and other clearances**

6.2.1 All Volunteer applicants will be required to undertake and successfully pass a DCSI Screening as part of the application process.

6.2.2 Any information regarding convictions on the DCSI Screening will be considered by the Volunteer Officer in consultation with the EMT in determining whether to offer the services of the applicant.

6.2.3 In the event that other clearances are necessary, these will be discussed with the Volunteer applicant by the Volunteer Officer and/or Volunteer Supervisor.

6.3 **Acceptance and Registration**

6.3.1 Volunteer service with Council will begin when the following has been completed:

6.3.1.1 Volunteer has had details entered into Volunteer Register;

6.3.1.2 completed orientation and induction;

6.3.1.3 receipt of Volunteer Agreement form;

6.3.1.4 EMT and/or Volunteer Officer are satisfied with DCSI Screening process.

6.3.2 Council will provide a letter to all new Volunteers giving details of commencement as well as a copy of the Volunteer Handbook. The letter should also provide the Volunteer with their role description, including role title, location of Volunteering, duties, specific skills and personal traits required.

6.4 **Placement**

6.4.1 The Volunteer Supervisor has the responsibility of placing all Volunteers into a project that is best suited to the Volunteer based on the information provided on their application form.

6.4.2 A suitable placement will be determined on the skills, experience and interests of the Volunteer in conjunction with the requirements of the Volunteer Program, role description and vacancies.

6.5 Induction

- 6.5.1 Purpose is to prepare Volunteers on their role when undertaking voluntary service.
- 6.5.2 Council will ensure that all Volunteers are given an induction orientation in accordance with Council's Human Resources guidelines.
- 6.5.3 The induction checklist includes going through work, health and safety measures, Council policies, and code of conduct.
- 6.5.4 An orientation of the site will also be undertaken. During this the Volunteer will become aware of the layout of the site, dress code and any other queries they may have.

6.6 Training and Development

- 6.6.1 It is essential that Volunteers have been trained for their specific role in the program.
- 6.6.2 Council will determine if there is a need to provide Volunteers with access to training.
- 6.6.3 The Volunteer Supervisor is responsible in identifying any additional training or development needs that may be required in the program.

6.7 Identification

- 6.7.1 Volunteers will be issued with a badge that states 'Volunteer' to be worn at all times during volunteering service.

6.8 Intention to Cease a Volunteer Role

- 6.8.1 A Volunteer's service can be discontinued if:
 - 6.8.1.1 the Volunteer Supervisor receives notice from the Volunteer of their decision to cease their Volunteer role;
 - 6.8.1.2 the Volunteer Supervisor has come to the decision that the Volunteer role is no longer required;
 - 6.8.1.3 the Volunteer Supervisor has come to the decision that the Volunteer does not have the capacity to undertake the role;
 - 6.8.1.4 the Volunteer Officer in consultation with the EMT have come to the decision that the Volunteer has acted in a manner contrary to either the Volunteer Agreement, the Volunteer Handbook, the Volunteer Program guidelines and/or Council policy.
- 6.8.2 Council will offer all leaving Volunteers the opportunity to participate in an exit interview with the Volunteer Officer.

6.8.2.1 This interview should be used to identify areas of improvement in the program from the Volunteer's perspective.

6.8.2.2 This interview may also be used to collect information on volunteering trends.

6.9 Attendance

6.9.1 Volunteers' hours of service should be recorded in a daily attendance register.

6.9.2 Volunteers are expected to perform their roles on a timely basis.

6.9.3 If a Volunteer is expecting to be absent from their service they should give adequate notice to their Volunteer Supervisor.

6.10 Work, Health and Safety requirements

6.10.1 All Volunteers have a right to expect a safe and healthy environment when providing their service. It is the Council's responsibility to ensure this.

6.10.2 Volunteers shall not undertake, or be expected to undertake, an activity which they believe may be of a hazardous nature.

6.10.3 If a Volunteer has any concern about work, health and safety issues it should be reported to their Volunteer Supervisor or Volunteer Officer as soon as possible.

6.10.4 All Volunteers have a responsibility to take reasonable measures to look after their own health and safety, to use prescribed safety equipment, not put others at risk, and obey all safety rules in place.

6.11 Reimbursement of Expenses

6.11.1 Any out of pocket expenses incurred by the Volunteer as part of their duties must be first approved by their Volunteer Supervisor.

6.11.2 Travel costs will not be reimbursed unless the Volunteer has to travel significant distances during the undertaking of their role. This does not include travel from home to the location of the Volunteer's service.

6.12 Future Involvement in Volunteer Programs

6.12.1 Voluntary service does not entitle a promotion to a paid position.

6.12.2 The Volunteer Supervisor, Volunteer Officer, EMT member or Council member may provide a statement of service about the Volunteer's role and length of service.

6.13 **Concerns, Grievances and Misconduct**

- 6.13.1 All Volunteers are included within Council policies on Fair treatment, Sexual Harassment, Victimisation, Workplace Harassment and Workplace Bullying.
- 6.13.2 Any complaints from a Volunteer should be dealt with by their Volunteer Supervisor or the Volunteer Officer or relevant Human Resources employee of the Council.
- 6.13.3 Any form of serious misconduct or misbehaviour will not be tolerated. This includes:
- assault;
 - bullying;
 - fraud;
 - physical, verbal or sexual harassment; and/or
 - theft.
- 6.13.4 Any decision of the Council involving the disengagement of a Volunteer for a form of serious misconduct is final and binding.
- 6.13.5 Any decision involving disciplinary action shall be made known to the affected Volunteer.

6.14 **Insurance**

The Local Government Association Mutual Liability Scheme (LGAMLS) provides a level of indemnity to Council in respect of the acts and actions of its Volunteers. There are strict guidelines which must be followed at all times. The LGAMLS will provide details from time to time to demonstrate its level of commitment to the protection of Councils insofar as their Volunteers are concerned and the Council is expected to keep the LGAMLS updated, as agreed, with the Volunteer Program that it runs and who is partaking at a particular time and place. To this end if the Volunteer Register is not maintained then neither the Volunteer nor the Council may be protected. It is the responsibility of the Volunteer to ensure that the Volunteer Register and the actions being undertaken by the Volunteer are correctly and accurately recorded at all material times. If in doubt, the Volunteer must raise the issue with their Volunteer Supervisor.

Annexure 18



<p>VOLUNTEER AGREEMENT FOR INDIVIDUALS Corporation of the City of Unley (Council)</p> <p>THE CITY OF UNLEY ABN 63 714 797 082 OF 181 Unley Road, Unley, in the state of South Australia, a body incorporated under the Local Government Act 1999 (SA).</p> <div style="text-align: right;">  </div>	
<p><i>In consideration of the Volunteer having made application to volunteer his/her time to the Council's Volunteer Program, the Council will provide the Volunteer with the opportunity to partake in programs, activities and additional training (where deemed appropriate and necessary), at the Council's expense, to successfully deliver on the objectives of the Council's Volunteer strategy and policy direction.</i></p>	
<p>Definitions</p>	<p>Intellectual Property Rights - means all intellectual property rights, whether or not now existing, both registered and unregistered and applications for such rights, protected by statute or common law in Australia or anywhere else, including copyright, trade marks, designs, patents, patentable information, licences and other rights to possess and use works, but excluding Moral Rights.</p> <p>Moral Rights - means the rights set out in Part IX of the Copyright Act 1968 (Cth) including the right of an individual who is the author of a work in which copyright exists to have the work attributed to him or her and not to have authorship falsely attributed, and a right of integrity of authorship as defined in s189 of the Copyright Act 1968 (Cth).</p> <p>New IP - means all Intellectual Property Rights arising in relation to anything created, including, but not limited to, materials developed, modified or contributed to by the Volunteer, including improvements, changes and additions to existing Intellectual Property Rights of the Council by the Volunteer, whether alone or with others, in connection with this agreement.</p> <p>Volunteer Program refers to the City of Unley's Volunteer programs into which the Volunteer has been placed.</p>



Acknowledgment of Understanding of this Handbook and Council's Volunteer Policy by the Volunteer:	
<p><i>That by executing this Volunteer Agreement the volunteer is acknowledging that they have read and understand their responsibilities and will comply with the relevant council policies, Volunteer Handbook, and corporate requirements including confidentiality and copyright</i></p>	<p>1. I, [REDACTED], agree to be bound by the Volunteer Handbook and the Council's Volunteer Policy.</p> <p>2. I, [REDACTED], understand that in the event that I do not comply or fail to honour the terms set out in the Volunteer Handbook that the Council may:</p> <p>2.1 Remove me from the Volunteer Program; and</p> <p>2.2 Delete my name from the Volunteer Register.</p> <p>Status of the Volunteer</p> <p>3. Understand that Volunteer Agreement does not constitute a Contract of Employment with the Council under any circumstances and no decision taken with regard to my disengagement can be reviewed by me.</p>
	<p>Confidentiality & Intellectual Property</p> <p>4. Understand that during the course of my service I will have access to information relating to the business of the Council, which may include (but not limited to) trade secrets, future planning, processes, products, finances, correspondence, plans, artwork, passwords, computing and financial systems, pricing, know how, techniques, developments, strategies, research, legal information, marketing, policies, procedures, methods, customer / member / staff lists and details, supplier lists, personal and private phone numbers, intellectual property and commercially valuable knowledge ("the Confidential Information").</p> <p>5. I undertake and agree, at all times during my service and after termination of my service:</p> <p>5.1 that the Council is the sole owner of the Confidential Information;</p> <p>5.2 that any material ever created or developed in the performance of my service (Intellectual property) will form part of the Confidential Information and be subject to this Undertaking;</p> <p>5.3 not to divulge any Confidential Information to another employee or any other person except</p> <p style="padding-left: 40px;">(a) with the prior written authority of the Council; or</p> <p style="padding-left: 40px;">(b) to the extent to which it is necessary in the strict course of performance of my service on the basis that the Confidential Information be kept confidential;</p> <p>5.4 not to take or electronically transmit any copies of the</p>



	<p>Confidential information; and</p> <p>5.5 not to use the Confidential Information to my own account or to the account of persons other than the Council</p> <p>6. The Volunteer acknowledges that all copyright in New IP vests in the Council on creation. The Volunteer assigns all other New IP to the Council on creation.</p> <p>6.1 The Volunteer must:</p> <p>(a) make full and prompt disclosure to the Council of all New IP on creation;</p> <p>(b) make and maintain adequate and current records of work which may lead to Confidential Information or New IP; and</p> <p>(c) do all things reasonably requested by the Council, including executing all documents reasonably necessary to assist in applying for letters patent or similar protection in Australia or in any other part of the world, or to ensure any such protection and all rights in the New IP is owned by the Council or its nominee absolutely.</p> <p>6.2 The Volunteer irrevocably:</p> <p>(a) consents to the Council and its officers, employees, licensees and successors in title doing or omitting to do any and all acts; and</p> <p>(b) waives any rights the Volunteer may have to take action against any of them in relation to any act or omission, which would otherwise infringe Volunteer's Moral Rights in the New IP.</p> <p>7. Further, the Volunteer represents and warrants that he/she has obtained the necessary permissions and/or licenses to grant the Council the unrestricted right to use and make derivative works from pre-existing works or IP incorporated in the New IP.</p> <p>8. The Volunteer understands that this Undertaking does not apply to Confidential Information already in the public domain without fault on the Volunteer's behalf or in circumstances where disclosure of the Confidential Information is required by law.</p> <p>9. On disengagement from the Volunteer Program as set out in Clause 15 below or at any other time when requested by the Council Volunteer Supervisor, the Volunteer agrees to deliver up to the Council all Confidential Information, documents and property of the Council in my possession or control.</p> <p>10. This Undertaking will survive the termination of my service. The Volunteer understands that breaches of any of the above may result in disciplinary action, termination of my service or legal redress.</p>
--	--



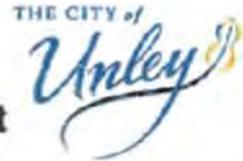
	<p>Work Health & Safety & Behavioural Standards generally</p> <p>11. Work Health and Safety (WHS) – It is the volunteer’s responsibility to take reasonable measures in committing to the task at hand, including but not limited to:</p> <p>11.1 looking after their own health and safety;</p> <p>11.2 not doing anything that will harm yourself or fellow volunteers;</p> <p>11.3 using the prescribed safety equipment;</p> <p>11.4 obeying the Council’s safety rules;</p> <p>11.5 not consuming drugs of any kind(which includes alcohol) which may affect or impair judgement during volunteering activity;</p> <p>11.6 taking the requisite measures to protect skin from harm, i.e. using sunscreen;</p> <p>11.7 reporting incidents or events that relate to the safety and well-being of those involved in the delivery of the Volunteer Program</p> <p>11.8 adhering to the Volunteer Handbook at all times.</p> <p>12. General Behaviour – It is expected that Volunteers will undertake the following minimum standards, which is not exhaustive, but includes</p> <p>12.1 recording attendance times, giving start and finish times each day when participation in the Volunteer Program occurs;</p> <p>12.2 treating the public and other Volunteers and Council staff with respect, courtesy and always act in a professional manner;</p> <p>12.3 behaving honestly and with integrity while participating in the Volunteer Program;</p> <p>12.4 complying with all laws;</p> <p>12.5 attending training etc when asked to do so;</p> <p>12.6 utilising resources at their disposal (including the Internet), in an efficient, responsible and accountable manner; and</p> <p>12.7 following instructions with care and diligence.</p> <p>13. Volunteers are expected to refer to the Volunteer Handbook for more information relating to General and Specific Behavioural Requirements.</p>
	<p>Conflict of interests</p> <p>14. The undersigned agrees that s/he shall disclose to the Volunteer Supervisor any organisation that will be effected by the undersigned’s participation in the above referenced Volunteer Program activities from which the undersigned receives a direct or indirect financial benefit or that might otherwise compromise the Volunteer’s objectivity in making decisions they may be called upon to make in the course of their</p>



	<p>volunteer activities, and that the undersigned shall specify what his/her relationship is to that organisation. This information will be held in confidence so as not to potentially violate applicable data protection or privacy laws. Examples of such organisations include, but are not limited to, the undersigned's employer, any organization, not Council, that the undersigned has an ownership interest in, and other boards, committees, subcommittees or task forces that the undersigned is a member of. Please be advised that the undersigned has a continuing obligation to notify the Volunteer Supervisor of conflicts of interest.</p>
	<p>15. Disengagement of the Volunteer</p> <p>15.1 In the event that there is a behavioural issue with respect to the Volunteer, that in the absolute opinion of the Council warrants removal of the Volunteer from the Volunteer Program and termination of this Volunteer Agreement arising from a serious breach of duties or any part of the Volunteer Handbook, the Volunteer will be provided with written notice.</p> <p>15.2 The reasons for the disengagement could include those stipulated in Clause 4.1 or 4.2 of the Volunteer Handbook, but not be limited to, the fact that the volunteer is not fulfilling their responsibilities, or is breaching the General or Specific Behavioural Requirements thereby making the Volunteer Program difficult for other Volunteers.</p> <p>15.3 The reasons for the disengagement could also include the end of the Volunteer Program.</p> <p>15.4 The Volunteer may decide to resign from the Volunteer Program ideally providing the Council with reasonable notice of his/her intention to depart the Volunteer Program.</p> <p>15.5 In the event of disengagement, whether voluntary or involuntary, the Volunteer will be required to return all Confidential Information, in whatever form, to the Council in advance of their last participation on the Volunteer Program.</p>
	<p>Volunteer Protection Act 2001 (SA)</p> <p>16. The Volunteer is protected by virtue of the Volunteer Protection Act 2001 (SA) save where the actions or inactions of the Volunteer fall within the exceptions set out in the legislation.</p> <p>17. For ease of convenience, the extent of the protections are set out in the Volunteer Handbook.</p> <p>18. A failure by the Volunteer to act appropriately could result in action being taken by the Council against the Volunteer.</p>



Acknowledgment and Acceptance of the Volunteer Position	19 I acknowledge the offer of Volunteer placement within the Council's Volunteer Program and advise the following:	
	<p>19.1 I agree to acquaint myself with, and comply with, all relevant laws and regulations relating to the Council's business;</p> <p>19.2 In carrying out the Services, the Volunteer may create New IP or come into contact with Confidential Information.</p> <p>19.3 The Volunteer assigns to the Council all Moral Rights in the New IP, on the terms of this agreement.</p> <p>19.4 This Agreement is entered into to protect the Confidential Information and New IP of the Council.</p> <p>19.5 I will perform my service ethically in the best interests of the Council and in accordance with Council's policies and procedures as outlined in the Volunteer Handbook;</p> <p>19.6 I declare that I have provided honest and accurate information about myself;</p> <p>19.7 I declare that I am fully capable and that there are no impediments to my fulfilling the requirements of the Volunteer Position set out above as explained to me by the Volunteer Supervisor.</p>	
Executed as an Agreement		
Volunteer (signature)	Program Manager / Volunteer Supervisor (signature)	Organisational Development - Volunteers Co-ordinator (signature)
(Print name)	(Print name)	(Print name)
	Bec Milner,	
Date 5/9/16	Date 5/9/16	Date



Volunteer Orientation and Induction Part A –Checklist

Volunteer Name:	[REDACTED]
Date of Induction:	5/9/16
Program:	DRIVING (BUS / CAR)
Program Coordinator's Name:	RUTH CURRIE

Description	Yes	No	
Have you completed an online Application Form?	✓		
Do you have a DCSI Approved Clearance? (Department for Communities and Social Inclusion) If so, please tick the type below. <ul style="list-style-type: none"> <input type="radio"/> Child Related <input type="radio"/> Aged Care <input type="radio"/> Disability Services <input type="radio"/> Vulnerable Person 	✓		Expiry Date 27/5/17
Do you have a current Driver's Licence? If yes, please tick the type below. <ul style="list-style-type: none"> <input type="radio"/> Car <input type="radio"/> Bus <input type="radio"/> Other 	✓ ✓ ✓		[REDACTED]
Comprehensive Insurance Information Discussed	✓		
Policies, Procedures & Agreements - Received and Understood			
Volunteer Policy Handbook	✓		
Safe Environment Policy	✓		
Fair Treatment & EEO Policy	✓		
WHS Responsibilities Policy	✓		
Code of Conduct	✓		
Volunteer Agreement	✓		
WHS (Work, Health and Safety) Information			
Council and Worker Responsibilities	✓		
What to do in the event of an emergency/incident	✓		
WHS Reporting	✓		
Personal Protective Equipment (PPE)	✓		
Adverse Weather	✓		
Drugs, Alcohol and Smoking	✓		
Public Liability Insurance explained	✓		

Reporting Ill Health	✓		
Return to Volunteering after injury or illness	✓		
Other Program Specific Information			
Dress Code	✓		
Gifts Register	✓		
ICAC (Independent Commissioner Against Corruption) <ul style="list-style-type: none"> ○ Reporting Corruption In South Australia brochure received. ○ Complaints and Reports Process brochure received. 	✓ ✓		
Sign In Requirements/Reasons	✓		
Photos	✓		
Name Tag	✓		
Emergency Contact Information	✓		

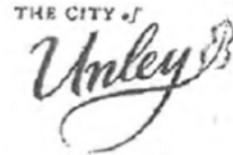
Comments: (Optional)

Acknowledgement

I agree that the Induction procedures as listed above have been completed and I understand the information, processes and policies discussed with me.

 5/9/16
Volunteer Signature and Date

 5/9/16
Volunteer Coordinator Signature and Date



Volunteer Induction – Bus Depot Checklist

Volunteer Details	
Name: [REDACTED]	Date of Commencement: _____
Program: _____	Program Coordinator: _____

Description	Yes	No	Required Action	City of Unley Staff Responsible	Completion Date
Location of keys	✓				
Drivers Licence Check - driving of automatic buses	✓				
Operation of auto doors (park brake on)	✓				
Fire Extinguishers	✓				
Shown location of First Aid Kits	✓				
Reports of accidents and damage to the bus	✓				
Wheel chair master switch					
EGR system on bus. (Indicator on dash)					
Fuel type / fuel card	✓				
Run sheets	✓				
Maintenance book	✓				
Cage – closing the gates	✓				
Parking at the depot	✓				

Required Training
_____ _____

Comments: <i>(Optional)</i>
_____ _____

Acknowledgement
I agree that the induction procedures as listed above have been completed, and I have understood the information and processes discussed with me.
Volunteer Signature: [REDACTED] Program Coordinator Signature:
Date: 5/10/16 Date: 5/10/16



**CITY OF UNLEY
COMMUNITY BUS PROGRAM ORIENTATION
REQUIRED DOCUMENTS**

1. Copy of the following procedures in a folder:

- a. Passenger Assistance Procedure
- b. Passenger Assistance Guidelines
- c. Community Bus Emergency Procedures
- d. Cab Charge E-ticket Guidelines
- e. Transporting Supplemental Oxygen Cylinders
- f. Hazard Inspection and Report
- g. Accident/Incident/Hazard Reporting & Investigation

-
-
-
-
-
-
-

2. Key to Depot and form to sign:

- a. Key to cage (spare key now located at depot)
- b. Volunteer Badge
- c. Bus Name Plate
- d. Volunteer polo shirt
- e. Car park pass

-
-
-
-
-

3. Copies of:

- a. Shopping bus timetables
- b. Roster – charter / fixed route
- c. Runsheets
- d. Department of Transport Driver's Handbook
(refer to website)
- e. Volunteer Reimbursement forms
- f. Job description

-
-
-
-
-
-

4. Received from driver:

- Volunteer Application form
- Copy of Licence
- Medical
- DCSI screening
- Signed and returned job description
- Signed and returned Orientation Checklist
- Return application for direct payment (*volunteer reimbursements*)

-
-
-
-
-
-
-

Orientation checklist reviewed September 2015

**CITY OF UNLEY
COMMUNITY BUS PROGRAM
ORIENTATION CHECKLIST**

Volunteer Name:..... [REDACTED]

Date: 5/10/16

Overview of program

- Door to Door Shopping Client Group**
 - Generally frail aged and female
 - Carers and younger disabled
 - Walking frames and walking sticks
 - Wheelchairs - reduces passenger numbers
 - Becomes social outing for passengers
 - Drivers to communicate any change in health status of passengers
 - If unable to continue on bus will be offered alternative transport
 - Drivers to communicate if client not at home
 - Shopping bags:
 - Number allowed (2)

- Fixed Route Service**
 - Clockwise & Anti Clockwise, Eastern & Western Circuit (flip cards for times)
 - For anyone who lives in City of Unley
 - Visiting Shopping Centres, Community Centres etc
 - Passengers need to get on and off buses unaided

- Charter Service**
 - Not for profit organisations (e.g. Probus groups)
 - Internal council programs (central market, community transport to UCC)

- Overview of program**
 - Vehicles 2 Coaster, 1 Mercedes
 - Vehicle storage location (cage)
 - First Aid Kits
 - No. of volunteer drivers
 - Seatbelt legislation – above 12 passengers (passengers responsibility)

- Volunteer Recognition and Support**
 - Regular support meetings held at Civic Kitchen
 - Rosters and Newsletters sent 6 weekly
 - Recognition events and functions (b'fast, Christmas, volunteer wk)
 - Training offered

- Volunteer Role Responsibilities**
 - Medical Condition – report any change
 - Inform GP involved with Community Transport
 - Manual Handling
 - WHS

Orientation checklist reviewed September 2016

Staff and volunteers must comply with OHS&W and Workers Compensation legislation requirements and relevant OHS&W policies, procedures and safe work practices implemented by the City of Unley.

Key OHS&W Accountabilities:

- Work safely and not place you or any other worker or member of the public at risk.
- Follow safe work procedures/safe work statements established by the City of Unley.
- Follow the OHS&W directions of the relevant manager, team leader or supervisor.

Key OHS&W Responsibilities:

- Comply with safe work statements within safe work procedures and safe operating procedures.
- When requested, assist in a risk assessment of workplace hazards.
- Wear personal protective equipment (PPE) as required and maintain the PPE as directed or required in OHS&W procedures.
- Use other safety and emergency equipment provided in the workplace as directed.
- Actively and cooperatively participate during OHS&W training sessions, OHS&W inductions and during OHS&W consultation on safe work statements and risk assessments.
- Present for work suitable dressed and medically fit for their work activities.
- Report workplace hazards as soon as possible to your relevant team leader or manager.
- Report immediately any injury or illness arising from workplace activities.
- Ensure that volunteers, work experience students, and other unpaid, deemed employees are placed with responsible personnel, directed to work within their capabilities and supplied with all relevant information, instruction and training.

EQUAL OPPORTUNITY EMPLOYMENT

Contribute to the promotion and adherence of the employee conduct standards and in particular Equal Opportunity (i.e. Discrimination Act) by adhering to the provisions of relevant legislative requirements.

4. PERFORMANCE AND SKILL REQUIREMENTS:

a) Qualifications/Experience

- A minimum current LR driver's licence
- The following experience is encouraged but not essential -
 - Knowledge of the Unley Council area.
 - Previous experience in Community Services or related field.

b) Skills

- Excellent bus driving skills.
- Excellent communication and customer service skills including the ability to deal with passengers in a sensitive, professional and confidential manner.
- Able to work with a diverse range of people including those who have a disability, are aged or frail, children and those from a culturally different background.
- High degree of concern for passenger safety and comfort.

Job and Person Specification – Volunteer Community Bus Driver
Page 3 of 4
Updated: 2/3/16 (HR)

- Thorough knowledge of current road rules and regulations.
- Ability to work with minimal supervision.
- Punctuality and reliability.
- Friendly, polite and helpful disposition.

I have read this job description and agree to carry out my duties in accordance with the position requirements.



Volunteer – Name

Volunteer – Signature

Estha Kleinig

Program Coordinator – Name

ek

Program Coordinator – Signature

6/10/16

Date

VOLUNTEER POSITION DESCRIPTION

CORPORATION OF THE CITY OF UNLEY



1. VOLUNTEER POSITION:

Volunteer Position Title: VOLUNTEER COMMUNITY BUS DRIVER

Business Unit: COMMUNITY SERVICES

Reports to: COMMUNITY BUS COORDINATOR

2. VOLUNTEER POSITION OBJECTIVES:

- To assist Council to deliver the local Community Bus Services by implementing the day to day operations of the buses under the supervision of the Community Bus Coordinator.
- To liaise with other volunteers and council employees as required to ensure the efficient operation of the bus service.
- Drive community buses safely and competently to maximize passenger comfort.

3. VOLUNTEER KEY ACTIVITIES:

- Provide a reliable and efficient service which is safe and comfortable for passengers.
- Assist passengers as necessary, providing the health or safety of the driver or the passenger is not compromised.
- Assist passengers with their personal belongings as necessary, providing the health or safety of the driver is not compromised.
- Liaise with the Community Bus Coordinator concerning timetables, routes, passengers and service requirements.
- Record the hours of voluntary contribution, the number of passengers carried and the kilometres travelled on the relevant sheets provided.
- Distribute information on Council services and special events to bus passengers as required.
- With permission of the individual, advise the Community Bus Coordinator of any assistance this person may need with other Council services.
- Advise the Community Bus Coordinator of any passenger requiring a level of assistance which exceeds the current service's capacity.
- Maintain a professional and objective view of passenger's personal situations and not become personally involved in their issues.
- Inform the Community Bus Coordinator if a passenger requests personal assistance with a task which is outside of the Bus Driver role ie helping them with a job at home.
- Promptly inform the Community Bus Coordinator of any incident or accident involving the Community Bus or passengers.
- Advise the Community Bus Coordinator of any major maintenance or repairs needed.

Volunteer Position Description Template
Updated: July 2017(BM)

- Liaise with the Council Workshop through the communication book regarding any identified minor maintenance requirements.
- Ensure your driver's licence is current and being carried whilst driving Community Buses.
- Observe all relevant road traffic and motor vehicle rules and regulations.
- Promptly notify the Community Bus Coordinator of any changes that may affect the volunteer's ability or availability to drive a rostered shift.
- Read and take note of newsletters, rosters and memos issued by the Community Bus Coordinator.
- Check the bus for cleanliness, internal and external damage and lost property at the beginning and end of each shift and report anything unusual to the Community Bus Coordinator.
- Comply with the Code of Conduct For Volunteers (Local Government Association of South Australia) and all relevant City of Unley policies and procedures.

ADDITIONAL INFORMATION:

- Volunteers are expected to follow instructions from the Community Bus Coordinator relating to established work practices and procedures.
- Volunteer bus drivers are required to pass a 3 yearly driver assessment conducted by an external agency and to obtain a 3 yearly DCSI Clearance and Medical Certificate to satisfy in-house accreditation.
- Volunteers must undertake induction, orientation and mandatory training courses and be prepared to participate in other training that may be offered.
- Being under the influence of illegal drugs or intoxicating liquor is strictly prohibited whilst undertaking volunteer tasks.
- It is desirable that volunteers be available to be rostered for a half day per fortnight.
- While driving rosters are prepared in advance, volunteers may from time to time be requested to assist at short notice due to the unavailability of the rostered driver.
- It is expected that volunteers will endeavor to attend regular support meetings with other drivers and Council staff.

4. SKILLS & ATTRIBUTES:

- A minimum current LR driver's licence.
- Medical Clearance.
- 3 yearly driving assessment.
- High degree of concern for passenger safety and comfort.
- Thorough knowledge of current road rules and regulations.
- Ability to work with minimal supervision.
- Punctuality and reliability.
- Friendly, polite and helpful disposition.
- Knowledge of the City of Unley area desirable.
- Previous experience in Community Services or related field desirable.

Volunteers must comply with WHS legislation requirements and relevant WHS policies, procedures and safe work practices implemented by the City of Unley.

Key WHS Responsibilities:

- Actively support and contribute to the City of Unley's proactive WHS culture.
- Identify and report health and safety hazards, accidents, incidents, injuries and property damage within the workplace.
- Taking reasonable care to ensure their own safety and not placing others at risk by any act or omission.
- Complying with the requirements of the city of Unley's WHS management system.
- Attending WHS training and following instructions and advice provided.
- Using and caring for equipment, including personal protective equipment, as instructed.

CHILD SAFE ENVIRONMENT:

- Notify the Department of Communities and Social Inclusion (DCSI) if, on reasonable grounds, you suspect that a child has been or is being abused or neglected if the suspicion is formed in the course of your work (paid or voluntary) in carrying out official duties.
- Seek advice and support from your Program Coordinator, Volunteer Coordinator or Safe Environment Contact Officer if a notification is required.
- Advise your Program Coordinator or Volunteer Coordinator if there is a change in your criminal history status and undertake a Department for Communities and Social Inclusion (DCSI) Clearance every three years, unless more regular screening is required for legislative purposes.

Volunteer Signature: [Redacted] Date: 12/07/17

Volunteer Name: [Redacted]

Program Coordinator Signature: [Signature] Date: 27/7/17

Program Coordinator Name: Estha Kleng

Volunteer Position Description Template
Updated: July 2017 (BM)

VOLUNTEER AGREEMENT



This is an Agreement between the City of Unley and

Name: _____

Address: _____

Volunteer Position: _____

DRIVER

Thank you for offering to volunteer with the City of Unley. This agreement is to ensure you have a clear understanding of your rights and responsibilities whilst engaged in a volunteer capacity. In signing this document, you agree to volunteer in accordance with the following:

Your volunteer position

1. The commencement date of your engagement as a City of Unley volunteer is 5/9/2016
2. This position will continue at Council's discretion. There is no guarantee of this position being of an ongoing or regular nature and either party may discontinue the position at any time.
3. You are undertaking your volunteer activities of your own free will, without remuneration or payment and in accordance with the City of Unley Code of Conduct for Volunteers.
4. Your contact people at Council are your Program Coordinator and the Volunteer Coordinator.
5. Whilst undertaking your volunteer activities (as per your signed Volunteer Position Description), you are covered by the Council's Public Liability and Personal Injury Insurance. Should any injury occur to you whilst you are undertaking your volunteer activities, notification needs to be given to your Program Coordinator immediately (or within 24 hours).
6. The Work Health and Safety laws recognise volunteers as workers and as an organisation, the City of Unley must provide you with the same protections as it does to its paid workers. As a 'worker', you have a duty to take reasonable care of your own health and safety and ensure you do not adversely affect the health and safety of others.

1. Your responsibilities to the City of Unley

- 1.1. For the duration of this volunteer position, you agree to:
 - (a) Read and adhere to the City of Unley Code of Conduct for Volunteers, the City of Unley Volunteer Handbook, the City of Unley Volunteer Agreement and relevant Council policies.
 - (b) Follow any reasonable instruction of your Program Coordinator and the Volunteer Coordinator and to comply with any policies and procedures in accordance with Council's Work Health and Safety Management System.
 - (c) Be reliable and punctual and inform your Program Coordinator if you are unable to attend at a scheduled time.
 - (d) Participate in any required orientation, training or induction processes.
 - (e) Report any incident, injury, illness, accident, hazard, near miss or property damage immediately to your Program Coordinator (within 24 hours).

- (f) Obtain a Department of Human Services screening which is to be renewed every three years.
- (g) Uphold a positive image of the City of Unley at all times.
- (h) Treat the public, other volunteers and Council staff with respect and courtesy and always act in a professional manner.
- (i) Behave honestly and with integrity while participating in your volunteer activities.
- (j) Maintain confidentiality of information about Council, its affairs, its customers and its workers that you have acquired in the course of your engagement as a volunteer. You understand information you are privy to is not to be used for any purpose other than the performance of voluntary services, or disclosed to any other person, firm or company. You understand you must maintain confidentiality of information even following your resignation as a volunteer with Council.
- (k) Agree that Council owns the Intellectual Property (IP) rights of any IP (materials, designs or ideas) created or developed whilst undertaking your volunteer activities.
- (l) Any traffic infringement fines incurred whilst undertaking your volunteer activities will be your responsibility and not that of Council.

2. Volunteers under the age of 18

- 2.1. For a volunteer aged 15 years or under, a parent or guardian must be in attendance to supervise the child whilst undertaking their volunteer activities. Both parties must attend a corporate volunteer induction and a program specific induction.
- 2.2. For a volunteer aged 16 or 17 years, consent from a legal parent or guardian (signature below) is required for the child to participate and the child must obtain an approved Department of Human Services Screening.

Executed as an Agreement	
Volunteer (signature) 	Volunteer Coordinator (signature) <i>Cynthia Brooks</i>
(Print name) 	(Print name) <i>Cynthia Brooks</i>
Date <i>21/6/19</i>	Date <i>21/6/2019</i>
Parent/Guardian Consent	
I (first name, last name) _____	
am the legal parent/guardian of (child's name) _____	
and I consent to him or her undertaking this volunteer position.	
Age of child _____	
Volunteer Parent/Guardian Signature _____ Date _____	

Volunteer Agreement, Version 1, 08/11/18

COMMENTS ON DRAFT REVIEW BY PRINCIPAL GOVERNANCE OFFICER - [REDACTED]

Comments by the Applicant on Document Content

My request is for an independent review of a decision by the CEO of Council, that I not be reimbursed for an expiation notice penalty of \$524 incurred when carrying out duties as a Council volunteer.

Background

I have been a volunteer with City of Unley since 2016. In addition to various ad hoc volunteer assignments, my main duties have been driving the community bus, as well as driving community transport clients. I have driven as often as three days a week, often at short notice in response to urgent requests for help. I have held a driving licence since 1968, and obtained a bus and heavy rigid vehicle licence in 1972 when I was a police officer. I have no traffic or other convictions of any kind.

The circumstances are explained in my request for this review. This document is contained amid many other annexures in the report from Council Principal Governance Officer, but the detail contained in that document is the most important thing Council must know.

The whole of that document should be considered, but the incident happened as follows.

The Incident

On 24th July 2019, I was driving a group of residents from the War Veterans' Home, on a regular tour charter. The charter groups typically comprise elderly people, often from the Memory Support Unit. These are people who suffer significantly from dementia. Also typically, these dementia patients include people who are unable to board the bus because of physical instability, and it was the practice at the time to raise these passengers on to the bus via the wheelchair lifter.

The group I was driving on this day was this typical mix of residents from the Memory Support Unit, with three barely ambulant passengers assisted via the wheelchair lifter, as well as one wheelchair passenger. The passengers who were lifted via the wheelchair lifter were seated at the rear of the bus with the assistance of staff, and more mobile passengers who boarded the bus themselves took seats further forward. The staff all ensured that all passengers were wearing seat belts. The group included one helper from the War Veterans' Home, and the bus was filled to capacity. The helper was seated towards the front of the bus.

The tour route was not fixed, and was left to my discretion in consultation with the helper. We drove a circuitous route to Hahndorf, and then along Adelaide Road, Littlehampton. As we approached the junction of Adelaide Road and South Eastern Freeway, I was aware of traffic lights at the junction. I am very familiar with that section of road. As I was approaching the traffic light at a moderate speed, I looked in the rear vision mirror to check what traffic was behind the bus. This is a habit of mine, as I have had experience with fast moving vehicles coming up behind cars at traffic lights, being unable to stop. In the mirror, I saw one of the elderly passengers in the left rear of the bus had undone her seat belt and stood up in the aisle of the bus. This was one of the ladies who had boarded via the wheelchair lifter because of her physical infirmity. I watched her stand in the rear vision mirror, and I was about to tell the helper of the problem.

Just as this happened, I became aware of the light beginning changing, and had to make a spur of the moment decision whether to brake, which without doubt would have sent the lady careering

down the aisle, certainly causing trauma and in all likelihood some degree of injury or worse, or continue through the changing light. As it was, I made an instant decision not to endanger the passenger and I continued through the light, which changed around a second before I passed through the intersection.

As part of the decision making process, I also noted at the time that there was no moving traffic at the intersection from any other direction (this was confirmed by photographs from SAPOL), and the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger.

The Report from the Principal Governance Officer

I have had the opportunity to read the report. Unfortunately, it contains inaccurate statements of fact or faulty interpretations. I do not suggest in any way that these inaccuracies are anything but accidental, but they do need clarification to ensure that the most accurate facts are being considered. My comments on these are:

- 1. The review report (Page 6) states:** *'He contends that the obligations within the Agreement do not apply to extenuating circumstances, rather he states that the Agreement should be re-written...'*

Comment: This is incorrect. I did not *'state that the agreement be re-written'*, as stated in the report, but rather attempted to demonstrate the untenable position faced by Council if they maintained that policy must rule the day in every circumstance, by trying to show how alternative policies would be unworkable.

The report does not quote the full context of this, and in doing so, creates a wrong impression.

What I said in my email was:

'As I said, this policy was clearly formulated for normal day to day circumstances, and these circumstances were anything but routine.

If Council maintains this position, it indicates that there needs to be policy around this type of scenario relating specifically to volunteer drivers. The only two alternatives would seem to be:

- 1. When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will not breach any traffic rules irrespective of the danger to the passenger;*

or

- 2. When a volunteer driver becomes aware of circumstances that may potentially endanger the health or life of a passenger, they will do what is reasonably necessary in the primary interests of the passenger even if it means breaching a traffic rule, and Council will indemnify the driver against any penalty incurred in good faith.*

If neither of these policies suit Council, the obvious solution is to treat each instance on its merit, and pay this notice.'

What I was trying to show by putting forward alternative policy statements, is that neither alternative would be appropriate to volunteer drivers, and that even the current policy cannot hope to cover all circumstances.

- 2. The review report (Page 6) states:** *'As part of the administration's investigations carers on the bus on the day of the Incident were asked about circumstances relating to the expiation*

and could not recall anyone standing up nor posing a risk if the Applicant was to stop quickly at the red light. Therefore, it could be argued that there is no evidence to confirm the extenuating circumstances occurred, resulting in the Applicant's decision to disobey the red light.'

Comment: My report on the circumstances of the incident has never been questioned, but has rightly been accepted by all concerned. It is disturbing that only now there appears to be a suggestion that it needs supporting evidence to be accepted. There was only one carer on the bus (not carers, as claimed in the report), and she was seated up front, immediately behind the driving seat. She had no way of seeing behind her. It would be pointless speaking with the passengers, given their medical conditions.

The strongest evidence to confirm that the extenuating circumstances occurred is found in my immediate explanatory response to the email from the Community Bus Coordinator when first advised of the expiation notice whilst overseas, and in my consistency after that. Those emails are annexed to the report. Clearly this was accepted by the Community Bus Coordinator, who advised me that she requested that the War Veterans' Home pay the fine as it was incurred out of concern for one of their frail residents but they declined, saying that it should have been reported at the time. The incident was not reported at the time, as incidents involving passengers, at various levels, are not rare, and, in my view at the time, needed no further action. If every incident where a passenger undid a seat belt or moved whilst in transit was reported, it would create a massive workload for the Community Bus Coordinator, and these incidents are considered just part of the daily drive.

The report does not suggest that more evidence, if available, would have led to a different decision. To raise any question over the truthfulness of my report of the facts at this late stage is unwarranted, and I cannot understand why it has been done.

- 3. The review report (Pages 6 & 7) states:** *'To this end, the Applicant also argued in his Application that there were no other vehicles at the intersection so he felt it was safer to continue through the red light, rather than to have the passenger fall. The images provided by the Expiation Notice Branch (Annexure 1), clearly depict another vehicle in the intersection waiting to turn. Whilst this car may have been stationary, it was still present at the intersection and as a consequence of the Applicant not stopping, the other vehicle may have been forced into the predicament of crossing on a red light.'*

Comment: This does not accurately quote what I said in my request, and needlessly speculates on what may have happened if the stationary vehicle had not been stationary. I said *"As part of the decision making process, I also noted at the time that there was no moving traffic at the intersection from any other direction (this was confirmed by these photographs from SAPOL), and the lights for the other direction of travel had not yet changed, so what I did was the safest option and out of primary consideration for the elderly passenger."* The unfortunate effect of misquoting me in the report is to portray me as not describing the circumstances accurately when that clearly is not the case.

Submission

There is no question that the traffic infringement expiation fee is legally my responsibility and not Council's. I have always accepted that. Loss of demerit points is not a concern, as I have committed no prior traffic offences. What I have always, and only ever been seeking, is recognition from Council that this combination of circumstances warrants sympathy and acknowledgement of the need to recognise the unique obligations to these senior, frail, demented clients, and their peculiarities. The report refers to a skills requirements of the Job and Person Specification for a volunteer bus driver (included as an annexure in the report) that the volunteer driver has a **'high degree of concern for passenger safety and comfort'**, and to **'provide a reliable and efficient service which is safe and comfortable for passengers'**. I exercised those requirements, and have suffered because of that.

I do not seek any admission of liability from Council, but the decision not to reimburse me the expiation notice penalty, which I seek to have reversed, was claimed to be based on policy, and I submit that policy must be only used as a guide, to be varied in exceptional circumstances like these. Every Council employee I have ever spoken to about the circumstances (with the understandable exception of the Principal Governance Officer, and the CEO has never spoken to me about this) has expressed their sympathy, understanding and support for my position, but pointed out that policy prevents any reimbursement of the expiation notice penalty. I submit that policy should guide Council, not rule Council, and extraordinary incidents such as this fall outside the day to day circumstances that policy was devised to address, and as a consequence, policy should not rule the day to the detriment of common sense.

Council has spent an inordinate amount of time and resources on this, when it seems clear what the fairest and most reasonable decision in the first place should have been. I still have no regrets that I chose to place the safety and wellbeing of this elderly, frail dementia patient to the fore, by proceeding safely through the traffic lights. **I would much rather be explaining my actions to Council than to a Coroner's inquiry.** Given the circumstances, I strongly urge Council to support my actions and to display the same compassion and understanding to me as a volunteer that volunteers are expected to extend to clients.

I did not drive negligently. I did not drive dangerously. What I did was in the best possible interests of Council, and my driving gave the best possible outcome in very difficult circumstances. I suggest that a fair resolution would be that Council, without any admission of liability and without compromising current policy, agrees to reimburse me the \$524 that I have paid for the expiation notice penalty.

Thank you for your consideration of this.

██████████

COUNCIL ACTION REPORT

REPORT TITLE: COUNCIL ACTION RECORDS
ITEM NUMBER: 4.11
DATE OF MEETING: 09 DECEMBER 2019
AUTHOR: LARA JONES
JOB TITLE: EXECUTIVE ASSISTANT, OFFICE OF THE
CEO
ATTACHMENTS: 1. COUNCIL ACTION REPORT

1. EXECUTIVE SUMMARY

To provide an update to Members on information and actions arising from resolutions of Council.

2. RECOMMENDATION

That:

1. The report be noted.
-

COUNCIL ACTION REPORTS - ACTIONS TO DECEMBER 2019					
Meeting Date	Item #	Subject and Council Resolution	Responsible Exec.	Status/Progress	Expected Completion Date
25/02/19	1399	<p>UNLEY OVAL REDEVELOPMENT STAGE 2: LIFECHANGER LETTER OF INTENT</p> <p>2. The Chief Executive Officer be endorsed to exchange a Letter of Intent with the LifeChanger Foundation, who are seeking to explore establishing their South Australian operations in the Unley Oval Complex, which commits to working collaboratively to seek alternative funding sources to undertake the Stage 2 redevelopment of Unley Oval.</p> <p>3. Work commence on the development of detailed designs for Stage 2 of the Unley Oval redevelopment, to support discussions with possible sources of external funding for the project.</p> <p>4. A review of the Community Land Management Plan (including community consultation) commence for Unley Oval.</p>	Executive Manager OCEO & GM City Development	<p>Item 2 – Completed.</p> <p>Item 3 – Bell Architects have developed concept designs to support discussions with possible sources for external funding for the project. An Elected Members briefing was held on 4 November 2019 to outline the concept designs. A report has been presented for consideration by Council at its meeting held in December 2019 seeking endorsement of the developed concept designs.</p> <p>Item 4 – A review of Council's Community Land Management Plan for Unley Oval will be undertaken as part of a City-wide review of its Community Land Management Plans which will be finalised in 2019/20.</p>	<p>Completed</p> <p>Completed</p> <p>June 2020</p>
22/07/19	2.1	<p>STREET TREE PRUNING, REMOVAL AND REPLACEMENT ON FOUNDRY STREET, GOODWOOD</p> <p>2. The principal petitioner be notified of Council's intention to investigate, from a strategic assets perspective, to gauge opportunity to align possible vegetation enhancements with civil infrastructure requirements, and prioritise these needs against others within the City, with findings to be reported back to Council.</p>	GM City Development	There are arboricultural and infrastructure issues associated with this matter. An arboricultural assessment of the existing trees has been undertaken. The results of the City-wide floodplain modelling review were received from Council's consultant in early October 2019. The results are currently being collated by the Administration and a report outlining all relevant issues regarding the petitioners' requests has been presented for consideration by Council at its meeting to be held in December 2019.	Completed
22/07/19	4.5	<p>5-YEAR CULTURAL PLAN</p> <p>2. A 5-Year Cultural Plan be developed for Council's consideration and endorsement.</p>	GM City Services	Focus groups have been held with EMs and staff as well as 4 targeted community sessions and 3 broader drop-in community sessions throughout October. An on-line survey is available on <i>Your Say Unley</i> . A draft plan for consideration and endorsement will be presented to Council in February 2020.	February 2020
26/08/19	5.1.1	<p>NOTICE OF MOTION FROM COUNCILLOR D. PALMER RE STATE GOVERNMENT NORTH-SOUTH CORRIDOR</p> <p>1. The City of Unley indicate its support for the State Government's North-South Corridor project, including the tunnel design option recently announced, via a letter from the Mayor to the Minister for Transport, Planning and Infrastructure, Hon. Stephan Knoll MP and the Chief Executive Officer of the Department for Planning, Transport and Infrastructure, Mr Tony Braxton-Smith, and express a desire to liaise with the Government in its proposal to:</p> <p>1.1 Provide the best possible design option; and</p> <p>1.2 Consult with residents and business owners on, and adjacent to South Road, in order to minimise disruption during the construction phase of the project.</p> <p>2. A briefing be requested from the Department for Planning, Transport and Infrastructure, to provide information on the section of the north-south corridor within the City of Unley, including proposals for the redevelopment of Emmerson Crossing.</p>	Executive Manager OCEO	Briefing date to be advised.	TBA
26/08/19	5.1.2	<p>NOTICE OF MOTION FROM COUNCILLOR D. PALMER RE CONDITION OF PAGE PARK</p> <p>1. A report be prepared for the November 2019 Council meeting regarding the condition of the turf at Page Park, including:</p> <ul style="list-style-type: none"> - An assessment of causes of disintegration; and - Possible solutions to rectifying disintegration. 	GM City Development	The Administration has engaged a consultant to undertake an assessment of the turf condition at Page Park and a report outlining the results of the assessment will be presented for consideration by Council at its meeting to be held in January 2020.	January 2020
23/09/19	5.1.1	<p>NOTICE OF MOTION FROM COUNCILLOR J. BOISVERT RE DOG OFF LEASH TIMES AT PAGE PARK DURING WINTER</p> <p>1. That Community consultation be undertaken as part of the planned review of the Community Land Management Plan and the Animal Management Plan, to ascertain support for a 4pm start to the dogs off leash time at Page Park in the winter months of June, July and August.</p>	GM City Development and GM City Services	The Administration will undertake a City-wide review of its Community Land Management Plans which will be finalised in 2019/20. The community consultation process to be undertaken will include an extension of dog off-leash times as per Council's resolution. The results of this consultation process will inform the review of the Animal Management Plan to be undertaken in 2020/21.	June 2020

COUNCIL ACTION REPORTS - ACTIONS TO DECEMBER 2019					
Meeting Date	Item #	Subject and Council Resolution	Responsible Exec.	Status/Progress	Expected Completion Date
23/09/19	4.11	SMART CITY INITIATIVES - CITY OF TRIKALA 2. A workshop be held for Elected Members to discuss the relevance and potential benefits (if any) for the City of Unley based on the findings of the Smart City Initiatives – City of Trikala report (Item 4.11, Council Meeting 23/09/2019).	Executive Manager OCEO	- EM Briefing held 12 November 2019. - Report to be submitted to Council December 2019 re. collaboration. - Report presented to Council 9 December 2019.	Completed
23/09/19	4.15	HIGHGATE PARK (FORMERLY THE JULIA FARR CENTRE) SITE USE 2. Council write to the Minister for Human Services requesting that a decision on the Highgate Park site be deferred until a Master Plan is developed that identifies potential uses for the site that meets the objectives of the Home for Incurables Trust, recognises the needs of key stakeholders and benefits the community. 3. Council engage with the State Planning Commission, Concordia College and Living Choice to undertake a master planning exercise for the Highgate Park site, with costs to be shared by participants.	CEO	2. Correspondence sent to Minister for Human Services. 3. Council engaging with State Planning Commission, Concordia College and Living Choice to undertake a master plan exercise.	Completed April 2020
25/11/19	4.2	ADOPTION OF ANNUAL REPORT 2. The City of Unley Annual Report 2018-19 (including Appendices) (as set out in Attachment 1 to this Report (Item 4.2 Council Meeting 28/10/2019) be adopted and a copy prepared for submission to both Houses of Parliament prior to 31 December 2019, noting that Financial Statements will be incorporated into the document following their separate adoption by Council. 3. The Council accept the Annual Report of the Centennial Park Cemetery Authority, for inclusion in the Annual Report. 4. The Council accept the Annual Report of the Brown Hill and Keswick Creeks Stormwater Board, for inclusion in the Annual Report. 5. The Chief Executive Officer be authorised to correct errors of fact or make minor editorial amendments to the Annual Report 2018-19, if required.	Executive Manager OCEO	Report presented to Council 9 December 2019.	Completed
25/11/19	5.1.1	NOTICE OF MOTION FROM CR J ROSSO RE. COMMUNITY ACTIVATION FOR 2020 AFLW MATCH 1. Council staff be authorised to investigate options and costs for a Village Green activation during the AFLW game on Sunday 29 March 2020, to present back to Council for consideration and approval of funding.	GM City Services	- A range of options are being explored which will be put to the December Council meeting for consideration. - Report presented to Council 9 December 2019.	Completed

MOTION OF WHICH NOTICE HAS BEEN GIVEN

REPORT TITLE:	NOTICE OF MOTION FROM COUNCILLOR J. RUSSO RE: REVIEW OF GRAFFITI MANAGEMENT PROGRAM
ITEM NUMBER:	5.1.1
DATE OF MEETING:	09 DECEMBER 2019
ATTACHMENTS:	NIL

Councillor J. Russo has given notice of intention to move the following motion at the Council meeting to be held on 09 December 2019.

MOTION

That:

1. Staff conduct a review of current graffiti removal operations undertaken by the City of Unley and investigate the opportunity to reinstate and update the Graffiti Removal Management Program.
 2. The Graffiti Removal Policy (COU0024) be reviewed and updated to remove ambiguity surrounding public and private property graffiti removal by the City of Unley, and to reflect any changes arising from the proposed review.
-

Background

In October 2011, the Council considered a report from Administration that provided information on Council's Graffiti Removal Management Program and sought endorsement of the use of volunteers as part of a graffiti removal program. The Council approved the implementation of a pilot volunteer removal graffiti program as part of its existing program that commenced in January 2012 and continued until 2015.

During this time the program ran with 20 volunteers initially engaged, however volunteer numbers gradually declined and as a result the program fell away when internal staff positions changed. At present there are two volunteers who undertake a small amount of graffiti removal in the areas in which they live. There is no active operation of this program currently in place and new volunteers have not been sourced in recent times.

At the 23 September 2019 Council meeting Item 4.13 Review of Policies saw the Elected Members move unanimously the COU0024: Graffiti Removal Policy.

I bring Council's attention to the ambiguity of this policy which has residents questioning the purpose of the policy. The confusion rests with the preamble and scope that states:

"Council seeks to minimise incidents of Graffiti on both public and private property by prompt removal..." and "The Policy applies to Graffiti management on public and private property in the City of Unley."

These statements suggest that the City of Unley will remove graffiti on private property, however Administration has advised that Council's position is that their staff do not remove graffiti from privately owned properties unless the graffiti is offensive, as it is considered the responsibility of the property owner to remove the graffiti.

Graffiti is a community issue with Council, residents, property, and business owners needing to be actively involved in the solution one way or another. I have been approached by residents regarding how they can be part of the solution to ensure that unwanted and offensive graffiti is removed from the City of Unley environment. The solution to have more active volunteers involved in a graffiti removal program has been suggested by residents who are keen to be active in helping to eliminate this problem.

I suggest that Administration undertake a review of current graffiti management operations and to reconsider reinstating the graffiti removal program that involved volunteers. I understand that a number of metropolitan Councils have excellent volunteer programs established that are very successful and cost effective. This is an opportunity for our community to be active citizens and part of the solution in the removal of graffiti from the City of Unley.

Based on the review of this program by Administration, the policy will need to be updated to reflect more clearly its scope and purpose and to include possible suggested changes relating to the removal of graffiti to both public and private property.

Officers Comment

The Administration will present a report to Council for its consideration at its meeting to be held in April 2020. The report will outline the details regarding re-establishing a Council Graffiti Volunteer Removal Program as suggested. Once a position is made by Council regarding this matter, the current Graffiti Removal Policy will be reviewed and amended accordingly to reflect the position that Council decides upon.

MOTION OF WHICH NOTICE HAS BEEN GIVEN

REPORT TITLE:	NOTICE OF MOTION FROM COUNCILLOR P. HUGHES RE. COUNCIL WEBSITE SPACE DEDICATED TO CLIMATE CHANGE DOCUMENTS AND REPORTING
ITEM NUMBER:	5.1.2
DATE OF MEETING:	09 DECEMBER 2019
ATTACHMENTS:	NIL

Councillor P. Hughes has given notice of intention to move the following motion at the Council meeting to be held on 09 December 2019.

MOTION

That:

1. The Administration be asked to consider and report back to Council on the merits and issues (if any) of creating a prominent space on Council's website entitled Climate Change that is dedicated to reporting relevant information about Council's Policies and Actions (Past, Present and Proposed) that support Mitigation and Adaptation to Climate Change.
-

Background

Climate Change is a constant matter of concern. Whilst our Council has a strong record of Policies and Actions that are contributing to both Mitigation and Adaptation, our documents are currently spread throughout our website.

I suspect that as time passes, more and more people will be asking about our position.

To have a dedicated website space will enable concerned residents and others to quickly identify our commitments.

Officers Comment

The new Council website is currently under development and it is timely that this request can be reviewed against the new page structure to identify a suitable location for Climate Change content. Given the Council's activity in this area, Administration supports the motion.

MAYOR'S REPORT

REPORT TITLE: MAYOR'S REPORT FOR MONTH OF DECEMBER

ITEM NUMBER: 6.1.1

DATE OF MEETING: 09 DECEMBER 2019

ATTACHMENTS: NIL

1. RECOMMENDATION

That:

1. The report be received.

Functions attended (up to the time of writing this report)

Legend for attendance type at Function/Event:	
Attendee – only, no duties	Guest – specifically invited as an event guest
Interview – on-air radio guest	Host – hosted a meeting as Mayor
Mayor – attended as the Mayor of City of Unley	Presenter – involved in presenting awards
Representative – attended as Council representative	Speaker – attended and gave a speech as Mayor

Date	Function/Event Description	Type
18 November	Meeting re: replanting of street trees in Joslin Street, Wayville	Attendee
19 November	Strategic Property Committee Meeting	Attendee
19 November	Meeting with Resident re: King William Road night works	Mayor
21 November	The Big Issue, awareness campaign	Mayor
21 November	ERA Mayors & CEOs Group Meeting	Host
22 November	FOCUS Group Meeting	Host
22 November	Quarterly meeting with Cr Broniecki & Cr Rabbitt	Mayor
22 November	Alliance Francaise French Market Opening Ceremony, Soldiers Memorial Gardens	Speaker
23 November	Cultural Plan Community Consultation	Mayor
23 November	Payinthe Grand Opening & Mayors Dinner, Prospect	Guest
25 November	Concordia College Year 8 Connected Unley Program	Speaker
25 November	Meeting with Audit & Governance Committee Chair	Host
28 November	Quarterly meeting with Cr Anastassiadis	Mayor

Date	Function/Event Description (continued)	Type
28 November	Amnesty International My New Neighbour Campaign	Mayor
30 November	Highgate Girl Guides Murals Launch	Speaker
2 December	Walford School	Mayor
2 December	Quarterly meeting with Cr Wright & Cr Sheehan	Mayor
3 December	Unley Business Breakfast	Attendee
	Radio Interviews	
26 November	Mix/RAN Radio re: King William Road	Mayor
26 November	Channel Ten re: King William Road	Mayor
26 November	ABC Radio re: King William Road	Mayor
26 November	FiveAA Radio re: Rates	Mayor
28 November	FiveAA Leon Byner re: King William Road	Mayor
1 December	FiveAA Radio Michael Keelan re: King William Road	Mayor
2 December	ABC Radio re: King William Road	Mayor

DEPUTY MAYOR'S REPORT

REPORT TITLE: DEPUTY MAYOR'S REPORT FOR MONTH OF DECEMBER
ITEM NUMBER: 6.2.1
DATE OF MEETING: 09 DECEMBER 2019
ATTACHMENTS: NIL

1. RECOMMENDATION

That:

1. The report be received.
-

Functions attended (up to the time of writing this report)

Date	Function/Event Description
19 th Nov.	Strategic Property Committee meeting.
22 nd Nov.	Attended the Opening of the French Market. Great atmosphere.
23 rd Nov.	Returned to the French Market. The event appears to be attracting a much bigger audience from further afield.
27 th Nov.	Addressed Concordia College Year 8 students at the Salvation Army Citadel on Council, Community Service and City of Unley activities.
29 th Nov.	Attended Living Choices' Xmas Lights musical evening that also featured Concordia College music students.

REPORTS OF MEMBERS

REPORT TITLE:	REPORTS OF MEMBERS FOR MONTH OF DECEMBER
ITEM NUMBER:	6.3.1
DATE OF MEETING:	09 DECEMBER 2019
ATTACHMENTS:	1. COUNCILLOR M. RABBITT 2. COUNCILLOR M. BRONIECKI 3. COUNCILLOR D. PALMER

Council to note attached reports from Members:

1. Councillor M. Rabbitt
 2. Councillor M. Broniecki
 3. Councillor D. Palmer
-

REPORTS OF MEMBERS

REPORT TITLE: REPORT FROM COUNCILLOR M RABBITT

Functions attended – 19 November to 2 December

Date	Function/Event Description
19 Nov	Meeting with Genevieve Papineau, Director, French National Bilingual Programme and Nicola Brelsford, Principal of Highgate Primary School – discussion re bilingual programme.
21 Nov	Blokes Day Out – Bus trip to Birdwood Motor Museum
22 Nov	Buddies at Breakfast
22 Nov	Quarterly meeting with the Mayor Hewitson and Cr Broniecki
22 Nov	Alliance Française French Market – Official opening by the Premier
23 Nov	Alliance Française French Market – General attendance

MEMBER REPORT

REPORT TITLE: REPORT FROM COUNCILLOR M. BRONIECKI

Functions attended (up to the time of writing this report)

Date	Function/Event Description
24/11/2019	Cycling SA Super Series Criterium prize giving
25/11/2019	Council Meeting
27/11/2019	Meeting with Nicola Tinning and Michael Rabbitt re Asset Renewal Funding Ratio
2/12/2019	Council Briefing - Planning Reforms Update
3/12/2019	Unley Road Christmas Function

REPORTS OF MEMBERS

REPORT TITLE: REPORT FROM COUNCILLOR D. PALMER

Functions attended (from 19 November up to the time of writing this report)

Date	Function/Event Description
19 November	Inspected strategic property sites
19 November	Chaired Strategic Property Committee Meeting
20 November	Attended Get Set for Summer seminar
22 November	Attended Buddies Breakfast
22 November	Attended Opening of 2019 Alliance Française French Market
23 November	Attended French Markets and ETSY
23 November	Attended Nicolle Flint's listening post at Goodwood Oval
24 November	Jointly opened the "2040" screening - environmental awareness film with Councillor Boisvert
25 November	Council meeting
27 November	Met with CEO and Senior Management with Cr Boisvert re Page Park concerns
28 November	Clarence Park Ward briefing
28 November	Norman Terrace Public Forum
2 December	Elected Member Briefing

In addition, I had many meetings with rate payers with various concerns and met with some elected members, one on one.

DECISION REPORT

REPORT TITLE: CONFIDENTIALITY MOTION FOR ITEM 7.2 -
S184 SALE OF THREE (3) PROPERTIES FOR
NON-PAYMENT OF RATES

ITEM NUMBER: 7.1

DATE OF MEETING: 09 DECEMBER 2019

AUTHOR: DALLIS VON WALD

JOB TITLE: PRINCIPAL GOVERNANCE OFFICER

Pursuant to section 83(5) of the *Local Government Act 1999* the Chief Executive Officer has indicated that, if Council so determines, this matter may be considered in confidence under Part 3 of the *Local Government Act 1999* on the grounds set out below.

1. **RECOMMENDATION**

That:

1. Pursuant to Section 90(2) and (3)(a) of the *Local Government Act 1999*, the principle that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because it relates to information the disclosure of which:
 - would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).
2. In weighing up the factors related to disclosure:
 - disclosure of this matter to the public would demonstrate accountability and transparency of the Council's operations; and
 - non-disclosure of this item at this time will enable Council to make an informed decision in relation to the sale of the three properties for the non-payment of rates, whilst maintaining the privacy of the individual owners involved.

On that basis, the public's interest is best served by not disclosing 7.2 S184 Sale of Three (3) Properties for Non-payment of Rates, Report and discussion at this point in time.

3. Pursuant to Section 90(2) of the *Local Government Act 1999* it is recommended the Council orders that all members of the public be excluded, with the exception of staff of the City of Unley on duty in attendance.

ITEM 7.2

Confidential – removed from the public agenda – pages 291-297