

Notice of Council Meeting

NOTICE IS HEREBY GIVEN in accordance with Sections 83 and 87 of the
Local Government Act 1999, that a meeting of the

COUNCIL

of the

CITY OF BURNSIDE

will be held in the Community Centre Hall at the Civic Centre
401 Greenhill Road, Tasmore and streamed online for the purposes of public access

on

**Tuesday 28 July 2020
at 7.00 pm**

A handwritten signature in black ink, appearing to read 'Chris Cowley'.

Chris Cowley
Chief Executive Officer

Council Meeting Agenda

28 July 2020 | 7.00 pm

Community Centre Hall, Civic Centre – Live streamed on Council website

Members: Mayor Anne Monceaux
Councillors Carbone, Cornish, Davey, Davis, Daws, Henschke,
Huebl, Hughes, Jones, Lemon, Piggott, Turnbull

1. **Acknowledgement of those who gave their life for this Country and statement of acknowledgement of Country, acknowledging that the land being met on is the traditional lands of the Kaurna people.**

2. **Opening Prayer**

3. **Apologies**

Nil

3.1 **Identification of Conflicts of Interest by Elected Members**

4. **Leave of Absence**

Nil

5. **Confirmation of Minutes**

Recommendation

That the minutes of the Ordinary Meeting of Council held on 14 July 2020 be endorsed and confirmed by Council.

6. **Deputations**

Nil

(Written deputations are currently encouraged in line of COVID-19 circumstances)

7. **Petitions**

Nil

8. Public Question Time

This Item is temporarily suspended.

9. Questions on Notice**9.1 Eastern Region Alliance Water**

Councillor Turnbull asked the following Questions on Notice:

I refer to the section in the ERA Water report (page 484), regarding the sale of ERA Water to Pembroke School, Agenda Council Meeting 14th July.

1. What is the length of the contract? If it can be terminated after 2 years, is this just a 2 year contract or initially for a longer period?
2. What is the price which is subject to a 10% discount
3. The purchaser can apparently terminate the contract after 2 years. However at this point, the participating Councils will have recouped just \$9k of the capital costs of installing the connection which is costed at \$16k
4. How can this be regarded as a sound business proposal?

9.2 Glenunga Tennis Club

Councillor Lemon asked the following Questions on Notice:

1. The Glenunga Tennis Club has on its site a regulated tree (the Tree). Was professional advice sought in regard to the health and retention of the Tree? If so, please summarise this advice.
2. Is the Tree still alive and if not, has this changed the proposed approach to the development of new clubrooms?
3. When were the old clubrooms demolished? What is the intended timeframe to begin construction of the new clubrooms?
4. What approvals and agreements still need to be obtained prior to the construction of the new clubrooms?
5. Has a temporary shelter been offered to the club for use by players for the duration of the construction process?
6. What is the estimated (best known at this stage) completion date for the construction process?

10. Motions on Notice**p7****10.1 Dulwich Avenue, Dulwich – Community Consultation by State Government (Councillor Cornish)****11. Questions without Notice**

12. Motions without Notice**13. Reports of Officers****Office of the Chief Executive Officer**

- 13.1 Cat Management in City of Burnside – Proposed Approach and Amendments to Legislation **** p9
Attachments A – B
- 13.2 Chief Executive Officer Report – June 2020** p57
Attachment A
- 13.3 Participation in Small Business Friendly Council Initiative** p73
Attachment A

** Prioritised due to officers in attendance

Corporate and Development

- 13.4 By-Law Management and Enforcement Cyclic Statistic Report** p89
- 13.5 Proposed Introduction of 50 KM/H Speed Limit on Hallett Road, Stonyfell** p103
Attachments A – B

Urban and Community

- 13.6 Burnside War Memorial Hospital – Lease – Central Sterile Supply Department Plans** p141
Attachments A – E
- 13.7 Draft Disability Access and Inclusion Plan 2020-2024 – Community Consultation** p227
Attachments A – D

14. Subsidiaries, Regional Subsidiaries and other Organisations/Entities N/A**14.1 Eastern Waste Management Authority**

Nil

14.2 Eastern Health Authority

Nil

14.3 Highbury Landfill Authority

Nil

14.4 ERA Water

Nil

14.5 Eastern Region Alliance

Nil

14.6 Brownhill Keswick Creeks (BHKC) Stormwater Board

Nil

15. Mayor's Report **p261**

16. Reports of Members, Delegates and Working Parties

17. Council Correspondence / Memorials **p263**

17.1 MDA Delegates Report – June 2020

18. Other Business

19. Confidential Items

Nil

20. Closure

Item No: 10.1
To: Council
Date: 28 July 2020
Submitted by: Councillor Cornish
Subject: DULWICH AVENUE, DULWICH – COMMUNITY CONSULTATION BY STATE GOVERNMENT
Attachments: A. Letter from Member for Dunstan to local residents

Motion of Which Notice has been Given

Pursuant to Regulation 12 of the Local Government (Procedures at Meetings) Regulations, 2013, the following Motion on Notice has been submitted by Councillor Cornish.

I, Councillor Cornish, do hereby give notice of my intention to move the following motion at the next ordinary meeting of Council for the City of Burnside.

Motion:

That Council:

1. Acknowledges the Dulwich Avenue, Dulwich, traffic calming community consultation being undertaken by the Premier in his capacity as Member for Dunstan and in response to resident requests.
2. Request that the CEO write to the Member for Dunstan, to obtain a copy of the responses and any summary information once the process is concluded, and to seek general information regarding the outcome and future intentions.

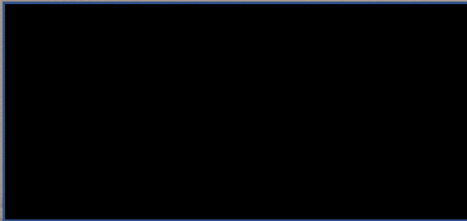
Staff Contact:

Chief Executive Officer



STEVEN MARSHALL MP
MEMBER FOR DUNSTAN

Premier of South Australia



I write to seek your feedback in relation to traffic calming measures along Dulwich Avenue, Dulwich.

As you would be aware, in 2017 the City of Burnside undertook a community consultation process to engage with local residents to find an appropriate solution to minimise traffic issues in the local area. A Wombat Crossing was installed by the Council in response to those concerns raised.

Since the installation of this crossing my office has been contacted by some local residents who are concerned that the crossing does not effectively slow traffic along Dulwich Avenue and that it increases the risk of accidents.

As your local Member of Parliament, I want to hear your views on whether the current crossing on Dulwich Avenue is working and whether you believe there are any other improvements which could help to minimise speed and address traffic issues.

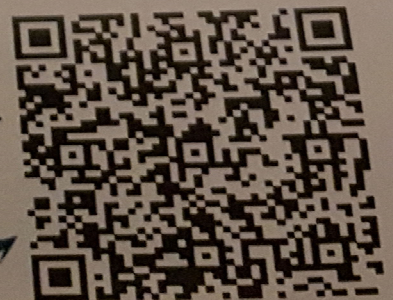
If you would like to provide your feedback, please scan the QR code below and complete the short survey. Alternatively, you can visit bit.ly/TrafficCalmingDulwichAve or raise your suggestions with my office by emailing dunstan@parliament.sa.gov.au

As always, if I can assist with any other matter please don't hesitate to contact my office.

Yours sincerely,

HON STEVEN MARSHALL MP
Member for Dunstan
Premier of South Australia

Use the camera on your phone to focus on the QR Code and open the link to the survey



15/07/2020

Item No: 13.1
To: Council
Date: 28 July 2020
General Manager and Key Contact: Martin Cooper – General Manager, Corporate and Development

Subject: CAT MANAGEMENT IN CITY OF BURNSIDE – PROPOSED APPROACH AND AMENDMENTS TO LEGISLATION
Attachments: A. Cat Management Plan released by RSPCA in Nov 2019
B. Current City of Burnside Dog & Cat Management Plan
Prev. Resolution: C9610, 25/2/14
C9859, 26/8/14
C10119, 14/4/15
C12271, 24/9/19

Officer's Recommendation

That Council:

1. Request that the Dog and Cat Management Board considers amendments to the current Dog and Cat Management Act which would introduce the following provisions with respect to cat management:
 - 1.1. The ability to declare times within which a cat must be in confinement;
 - 1.2. The introduction of wandering at large and attack offences for cats;
 - 1.3. The ability for a Council to trap and seize an owned cat;
 - 1.4. The introduction of a property limit on the number of cats without a special permit;
 - 1.5. The introduction of the ability of a Council to issue a permit for more than two cats if the circumstances allow; and
 - 1.6. The Mandatory registration of cats, including the payment of registration fees.
 2. Request that the Local Government Association SA supports the City of Burnside (and any other Councils in the State) in its request and suggested changes being proposed to the Dog and Cat Management Board.
 3. Request that the Minister for Environment and Water, in the event the State Government commences the process of developing a Model Cat By-Law, gives consideration to the City of Burnside being formally part of and consulted with during this process.
-

Purpose

1. To provide Council with information and options in relation to the future of cat management in the City and associated legislative provisions.

Strategic Plan

2. The following Strategic Plan provisions are relevant:

“Delivery of good governance in Council business”

“Natural Environments and watercourses protected, conserved and enjoyed”

Communications/Consultation

3. Internal advice has been sought from Council’s Acting Coordinator Environment Assets.
4. Regard has been had to recent reports presented to the City of Marion and the City of Campbelltown (and resultant media coverage).
5. No community consultation has been undertaken at this time. Laws pertaining to cat management have changed since the last survey on the matter in 2013. This is discussed later in this Report. While the survey data is not current, it is considered unlikely that the results would have shifted significantly in the last six years. On this basis, it is not proposed to undertake any targeted surveys as part of advocacy for legislative change; given that any legislative change would likely necessitate a community consultation and public opinion process at that point.

Statutory

6. The following legislation is relevant in this instance:

Dog and Cat Management Act 1995

Local Government Act 1999

Local Nuisance and Litter Control Act 2016

Environment Protection and Biodiversity Conservation Act 1999 (Cth)

CEO Performance Indicators

7. At the time of writing this report the CEO’s Performance Indicators for the 2020/21 financial year had not been set.

Policy

8. The following Council Policies are relevant in this instance:

Environment and Biodiversity Policy

Open Space Policy

Risk Assessment

9. The risk of not advocating for, or making, amendments to legislation in relation to the management of cats, is the loss of indigenous fauna, particularly from owned or semi-owned cats.

Finance

10. There are no costs associated with the Officer's Recommendation.

Discussion

Introduction

11. In December 2014, following several reports on the matter of a cat by-law, the Council resolved to not approve further work in respect of the Cat By-Law.

12. On 24 September 2019, following a Motion on Notice, the Council resolved:

That Administration provide a report to Council detailing the process and its recommendations for inclusions to a By-Law which will assist its management of feral and wandering domestic cats in the City of Burnside.

Definitions

13. Discussion about cat management can be complicated by the definitions used, particularly if the same words are used with different meanings; therefore, for the purposes of this report, the definitions used are:
 - 13.1. **Domestic cat:** any pet, owned or unowned cat of the species *Felis Catus* is commonly referred to as a domestic cat (i.e. the term 'domestic' does not determine that a cat lives in a house);
 - 13.2. **Owned cat:** a cat that is owned and which should, by law, be microchipped and de-sexed (unless exempted);
 - 13.3. **Semi-owned cat:** a cat that lives alone or in a colony and receives some regular care (e.g. food or a location to live, and sometimes veterinary care), but whoever provides the care does not consider that they own the cat (care may be provided by people from one or more households);
 - 13.4. **Un-owned cat:** a cat that is not owned and may live alone or in a colony; these cats receive little or no direct care from people, but typically live in close proximity to people and benefit indirectly (e.g. by gaining food or shelter opportunistically); may also be referred to as a **stray cat**;
 - 13.5. **Feral cat:** a cat that lives with no assistance from people (there are unlikely to be any feral cats in the City of Burnside); and
 - 13.6. **Wandering cat:** a cat that is not contained (the cat may belong to any of the above categories); may also be referred to as a stray cat or a roaming cat.
14. The categories of cat ownership are largely based on the RSPCA's findings report "Identifying Best Practice Domestic Cat Management in Australia", available online (<https://www.rspca.org.au/facts/science/cat-management-paper>).

Why wandering cats are a problem

15. Cats that wander are at greater risk of disease, accident, and injury.

16. Cats that wander are more likely to cause a nuisance on public or private property (i.e. not the property of the cat owners). A survey of South Australians conducted as part of the *Cat Tracker* project (2017) had 3,192 respondents (<http://bit.ly/cat-tracker-report>) and found that:
 - 16.1. Most respondents (87%) reported that they have cats that roam in their neighbourhoods;
 - 16.2. Many respondents (40%) who reported roaming cats also reported that roaming cats were a nuisance;
 - 16.3. Only around a quarter of respondents (26%) had taken some action about roaming cats, such as scaring the cat away, talking to the owner of the cat, or reporting the issue to their local council; and
 - 16.4. Thus, many nuisance cat issues are not reported and are therefore not known to councils or cat owners.
17. Cats that wander can also have a substantial impact on local wildlife.

Tracking of hundreds of pet cats around South Australia and in five other countries as part of the *Cat Tracker* project has indicated that, while pet cats have smaller home-ranges than their wild relatives, their ecological impacts are higher, largely due to the high density of pet cats;

- 17.1.
18. Preventing cats from wandering is the key to increasing the longevity and wellbeing of pet cats, reducing the nuisance caused by cats, and minimising the damage that pet cats inflict on wildlife. Generically, the four key methods of controlling feral cats are shooting, trapping, fencing and baiting. The key tool currently available for the City of Burnside is the trapping of cats. The others are not appropriate or practical in an urban or semi urban setting.

The current situation in the City of Burnside

19. It is not known how many domestic cats there are in the City of Burnside. However, research by the RSPCA indicates on average in Australia, 40% of households have pet dogs and 27% of households have pet cats.
20. Using a base of 20,000 households (rounded up from the 2016 census statistic of 19,339 households), there are likely to be at least 5400 owned cats in the City of Burnside. If the cat numbers are consistent with national averages, it is likely to be higher than 5400 to the extent that some households will have more than one cat.
21. It is difficult to estimate how many unowned cats there are in the City of Burnside, although there are problematic populations known in the Skye area. Historically, the unowned cat problem in Skye has been exacerbated by more than one landowner feeding the cats. Cats fed in this manner are considered as semi-owned cats.
22. In 2011, an Order under Section 254 of the *Local Government Act 1999* was issued on one of these landowners. The Order was specific in terms of the number (four) of cats that could be fed, and the nature in which the cats could be fed. Since that time, there has been only limited success in enforcing the Order.

23. However, following changes in some personal circumstances, a greater level of cooperation in managing the cats has been achieved in more recent times. The landowner has constructed a fence that with proper tree management to prevent climbing opportunities; safely contains cats within a confined area.
24. The Council is working with the resident to de-sex the cats and the transfer other cats to destinations outside of the City of Burnside. The aim is to reduce the un-owned population of cats, either by removal or 'domestication' and de-sexing.
25. The 2011 Order is now largely out of date given the changes to the physical arrangements on the private land. A larger number of cats may be permitted subject to strict conditions around their management and the management of the land.
26. Other landowners in the area are also assisting with the relocation of cats through trapping by cages supplied by the Council. The cats caged are transferred to agencies that will deal with the cats, either through re-homing or euthanasia.
27. There are only a few complaints in Burnside in relation to cats other than the unowned cats discussed above. To date, in the past five years, Council has received seven complaints about owned cats. As discussed above, this number of complaints is not expected to be representative of the number of nuisance cats in the City of Burnside (as most people do not complain to Councils about nuisance cats).
28. The impact of the owned cat population in the City of Burnside is largely hidden and could only be roughly considered having regard to the broad impact of pet cats on the environment as discussed above.
29. The small volume of complaints we have had about pet cats predominantly relate to the nuisance they create through indiscriminate urination, for example. This is discussed below in this report in relation to current laws available to control cats and what new laws could improve our ability to effectively deal with cats.

Current legislative tools in relation to cats

30. The current legislative framework in relation to cats is limited, particularly when compared with the legislative framework in relation to dogs.
31. Following amendments to the Dog and Cat Management Act in 2017, all cats and dogs born after 1 July 2018 are required to be de-sexed. Similarly, all cats and dogs are now required to be microchipped and their breeders are now required to be registered.
32. The Dogs and Cats Online (DACO) portal is in its third year of operation. Dogs are required to be registered via DACO. Cats can be registered via DACO but are not required to be registered.
33. Under the Local Government Act, a Council may establish a By-Law in relation to cats. There are specified processes that must be followed to introduce a By-Law subject to modifications contained in Section 90 of the Dog and Cat Management Act, as set out below:
 - 33.1. *If a proposed by-law is endorsed by Council for public consultation; public consultation must be undertaken in accordance with Section 249 of the Local Government Act 1999 and Council's Public Consultation Policy;*
 - 33.2. *At least 21 days prior to commencement of public consultation, the draft by-law, along with a report (prepared by Council's solicitors) is to be provided to the DCMB*

- to satisfy the provisions of Section 90(5) of the Dog and Cat Management Act 1995. Council must consider any recommendations of the Board relating to the by-law and it is recommended that consultation does not commence until the Board's response to the by-law is received to prevent the need to rework the consultation;*
- 33.3. *Public consultation is then conducted for a period of not less than 21 days, and at the conclusion of the consultation, Council must consider any submissions received. Once the draft by-law is finalised, Council's solicitor will certify it to confirm that it is not in conflict with the Act;*
- 33.4. *On completion of these steps, Council can consider adopting the new by-law. Once adopted it must be published in the Government Gazette and a local newspaper and be referred to the LRC (Legislative Review Committee SA) for scrutiny; and*
- 33.5. *The new by-law commences operation four months after the date published in the Government Gazette unless it is disallowed by the LRC.*
34. It is noted that the matters do not include all things subject to the recommendation of this report. Specifically, a By-Law is unable to allow for the seizure of owned cats. The By-Law also does not create offences such as wandering and attacking in relation to cats. As such legislative reform is believed to be warranted.
35. The specific matters that can be addressed and controlled by a By-Law are set out below:
- 35.1. *limit the number of dogs or cats that may be kept on any premises;*
- 35.2. *fix periods during which dogs or cats must be effectively confined to premises occupied by a person who is responsible for the control or entitled to the possession of the dog or cat;*
- 35.3. *require dogs or cats to be identified in a specified manner or in specified circumstances;*
- 35.4. *require dogs or cats to be effectively controlled, secured, or confined in a specified manner or in specified circumstances;*
- 35.5. *set aside specified areas where dogs are prohibited or for specified activities relating to dogs to be carried out in a specified manner or in specified circumstances;*
- 35.6. *make provision for a registration scheme for cats (including payment of a fee for registration); and*
- 35.7. *exempt (conditionally or unconditionally) classes of persons or activities from the application of the by-laws or specified provisions of the by-laws.*
36. Prior to the introduction of the *Local Nuisance and Litter Control Act 2016*, a Council could issue an Order in relation to cats under Section 254 of the *Local Government Act 1999*. This ability has now been removed and replaced by provisions of the new 2016 legislation.
37. Under the *Local Nuisance and Litter Control Act 2016*, an animal (including a cat), whether dead or alive can constitute a nuisance for the purposes of the Act. A cat can be a nuisance if it creates an adverse effect on an amenity value of an area and

unreasonably interferes with or is likely to interfere unreasonably with the enjoyment of the area by persons occupying a place within, or lawfully resorting to, the area.

38. Action under the *Local Nuisance and Litter Control Act 2016* is only available in relation to owned and semi-owned cats where it can be demonstrated that there is a person who can be held responsible.
39. In a recent example, the Rangers identified the owner of a cat that had been causing a nuisance by generally wandering and urinating on a vehicle and other places. The owner of the cat was, until alerted by Rangers, unaware of the nuisance created by the cat. To the owners' credit, measures were put in place to control the movement of the cat, and the complainant is now satisfied in relation to the outcome.
40. Had cooperation not been forthcoming, expiation and prosecution opportunities do exist for the Council through the 2016 legislation. However, as mentioned elsewhere in this report, **an owned cat is not able to be trapped under the current legislative environment.** This is a significant barrier to achieving educative and compliance results in relation to nuisance cats.
41. There are limited legislative tools in relation to the control and management of un-owned cats and feral cats. More active control is required through trapping, ideally with the assistance of local community members.

What laws would improve the ability to manage cats

42. In addition to the controls relating to mandatory registration, micro-chipping and de-sexing, the key areas for cat law reform would be around limiting the number of cats on a property and introducing a level of confinement.
43. There should be a limit on the number of cats on a property to a specific number, for example, two (without the need for a special permit). However, there should be the ability by Councils to exercise discretion and grant a permit for more cats if the Council is satisfied that the size, nature, and development of a particular property can sustain more than two cats without them creating a nuisance.
44. Confinement is the concept of not letting a cat roam beyond the boundaries of a property. Confinement can be defined as being required during part of a day or the whole of the day.
45. The potential for mandatory registration could also be a tool used as part of the overall management of cats in South Australia. Income from cat registration would allow the Council to undertake broad education campaigns in relation to responsible and lawful cat management and afford further active management of nuisance cats.
46. The ability to capture owned cats would also be an important part of the management of cats in the area and in encouraging the confinement of cats. The Dog and Cat Management Act currently refers to the ability to trap unidentified cats for the purpose of delivering it to a veterinary surgeon or a facility for the care of cats operated by the RSPCA or the AWL. This reference allows the Council to trap an unowned cat. However, as soon as a cat is identified as no longer unowned, by way of tag or microchip, then it must be released. As the law stands, it fetters the Council's ability to return cats to owners and to expiate them and otherwise undertake educational activities in relation to the cat.

47. Having said that, if an owned cat is not microchipped or otherwise identified, then it may be trapped and transferred to another body as mentioned above. This is generally the case for un-owned cats. As far as we know, an owned cat has not been transferred to the AWL. However, it would be possible if an owned cat were not appropriately microchipped.
48. This could form an incentive for people to ensure their cats were microchipped (and de-sexed) as required. On the basis that people would generally not want their cat rehomed or destroyed, the prospect of the Council trapping and appropriately disposing of their cats, thus not having them returned to the owner, should serve as an incentive to have it de-sexed and microchipped as required by law.

How can the legislative environment be improved?

49. The legislative environment can be amended at the State level through suitable amendments to the Dog and Cat Management Act. The changes can be prescriptive or flexible to a degree to allow for differences between local government areas.
50. As an alternative, a Council can pass a By-Law in relation to the control and management of cats within its area. So far, this has been the trend in South Australia. However, a degree of inconsistency in relation to cat management seems to have emerged as a result and as highlighted earlier in this Report there is a degree of constraint. The Table below (adapted from a report to the Campbelltown Council – 16 June 2020) shows the current activity of metropolitan councils in relation to cat by-laws:

METROPOLITAN COUNCILS						
Council	By-Law	Limit cat numbers	Confinement	Nuisance/Wander at large	Registration	Registration Fee – Standard Cat (desexed & microchipped)
City of Adelaide	Yes	2	No	Yes	No	No
Adelaide Hills	Yes	2	Yes as of 1 Jan 2022	Yes	No	
Burnside	No					
Charles Sturt	Yes	2	No	No	No	No
Gawler	Draft only	2	Yes	Yes	Draft only with registration provision included	Not known at this time
Holdfast Bay	Yes	2	No	Yes	No	No
Marion	Yes	2	By-law # 6 – No; [May 2019 - Public consultation on By-law #7 Cat Confinement (between 9pm -7am)]	No	No	No
Mitcham	Yes	2	No	Yes	Yes	\$32.50 (Standard dog \$47.50)
NPSP	No					
Onkaparinga	No					
Playford	Yes	2	No	No	No	No
PAE	No					
Prospect	No					
Salisbury	No					
TTG	No					
Unley	No					
Walkerville	No					
West Torrens	No					

51. Having regard to the report to the Campbelltown City Council, it is understood that the Parliamentary Legislative Review Committee (LRC) has disallowed the City of Marion By-law and has recommended that it be re-drafted. It is also understood that the Dog and Cat Management Board has concerns in relation to the content of the Town of Gawler's proposed Cat By-Law.

52. Given the reactions to recent By-Laws introduced by councils, it is recommended that the City of Burnside firstly advocate to the Dog and Cat Management Board and to the Local Government Association SA that the Dog and Cat Management Act requires amendment to improve and consistently apply cat control and management in South Australia.
53. The Local Government Association should also be encouraged to advocate to the Dog and Cat Management Board on behalf of all Councils on the basis that cat management is an important state-wide issue as the Dog and Cat Management Board is in the best position to drive legislative change.
54. According to the website of the Board, *“The Board works closely with key partner organisations and State Government to improve dog and cat management in South Australia. Using its research and expertise the Board has ensured that South Australia's regulatory and legislative framework has been reviewed and amended to improve the management of dogs and cats in South Australia”*
55. In relation to cats, two key strategic objectives of the Board are:
 - 55.1. *Improved cat management through responsible cat ownership and community collaboration; and*
 - 55.2. *Leadership in dog and cat management and effective administration of the Dog and Cat Management Act 1995.*
56. The Dog and Cat Management Board has recently released a Strategic Plan 2020-2025 which identifies the need for the Board to, “Develop and implement a cat management strategy and plan”. The Board also plans to “Engage with local government and possibly establish a working party in late 2020,” with an “Aim to have any legislative proposals settled before June 2022.” (Priority action 1.2; <http://www.dogandcatboard.com.au/documents/strategicplan2020-2025-pub.pdf>)
57. It is considered important to achieve consistency in South Australia in relation to the approach to the management of cats.
58. As it stands, the outcomes recommended in this report are not all achievable by a By-Law as some are outside the present scope. On this basis, legislative change would be required in order that the recommendations are achieved. It is considered that a consistent statewide approach through a comprehensive review and legislative reform is the best way to achieve consistent and robust management of cats in the State (acknowledging that Council would need to be a key partner with respect to engagement and consultation). This approach has been recently endorsed by the RSPCA.
59. Further, the community survey conducted as part of the *Cat Tracker* project revealed that less than 40 per cent of respondents thought that they knew the laws about cats in their area. Additionally, when asked to list the relevant cat laws in their local government area, **most respondents had a very limited knowledge** (72 per cent of respondents scored less than 50% when comparing their knowledge of laws to actual laws). One issue compounding the lack of knowledge about cat laws in South Australia is the lack of consistent laws among councils. Over-arching state laws would solve this issue and enable more consistent messaging and cooperative education supported by both Councils and the state government.

60. There is some suggestion that the State may opt for a model By-Law which could be then adopted by Councils. For the reasons outlined in this report, and because it would lead to unnecessary work, this approach is not favoured. However, if it is pursued, the Council should elect to be part of the process of developing the model By-Law.
61. It is considered by Council officers that the legislative amendments to the Dog and Cat Management Act should allow for the following, noting that Councils will still have some discretion in certain areas:

The ability to require confinement of cats

62. The Act should give Councils the ability to require cats to be confined for part of a day or for the whole day. If cats are to be confined for part of the day, this would typically be during night hours (for example 9pm to 7am). During such time that a cat is required to be confined it must not be allowed to **wander at large** and as such must be contained to its property.

Wandering at large

63. The Dog and Cat Management Act should be amended so that cats are treated in a general sense, like dogs. That is, there should be offences for cats wandering at large and for attacking people or other animals. A cat would be wandering at large (outside its property) during any such time as it is required to be confined. If a cat must always be confined, then any time it is off its property, it would be deemed to be wandering at large, and the owners able to be expiated.

Trapping of owned cats

64. The Dog and Cat Management Act currently does not allow the Council to trap and seize cats that are owned. As with wandering at large and attacking, cats should be treated like dogs with Councils having the ability to seize an owned cat for the purposes of returning it to its owner, educating the owner about laws about wandering at large, and if necessary, expiation.
65. It is the absence of laws that allow for the trapping of cats that has led to the LRC disallowing the City of Marion's By-Law. While trapping cats for the purpose of education and compliance is a sound concept, it currently cannot be included in a By-Law. It is considered that the law should be amended to allow for the trapping of cats.

Limit on numbers of cats

66. The Dog and Cat Management Act should be amended to introduce a limit on the number of cats that may be kept on a premise without a special permit. This number would likely be two.
67. The special permit would be able to be granted by a Council for the keeping of more than two cats. Such a permit would be granted upon inspection by Council staff having regard to things such as the size of the property, the amount of open space and the existence of structures to contain cats.

Registration of cats

68. As with dogs, it should be a requirement (not an option) that cats are registered through the Dogs and Cats Online (DACO) portal. This would assist with the orderly management of cats and the funding of the management of cats in Council areas.

Conclusion

69. There are no adopted controls / By-Laws in the City of Burnside in relation to cats, other than the very basic ones that are currently contained in the Dog and Cat Management Act. This leads to a gap in Council being able to have steps in place to effectively control and manage cats across the City and educate the community and owners.
70. It is recommended that the Council advocates for a robust review of the Dog and Cat Management Act to introduce new state-applicable controls in relation to owned cats. These amendments should include confinement, limits on numbers without a permit, and registration.
71. Given that the management of cats is a State issue, the current haphazard approach to cat management in South Australia, and the very existence of the Dog and Cat Management Board, it is recommended that the Council should advocate to the Board (and the Local Government Association) that it sponsor the recommended amendments to the Dog and Car Management Act to improve the management of cats and the protection of wildlife in a holistic fashion in South Australia.
72. A By-Law (either a model one or one triggered by Council) should only be considered if the Board either does not sponsor such amendments, or if the amendments are insufficient in relation to the appropriate control and management of cats in the State. Such By-Laws should also be considered if the wider South Australian public's sentiment does not support a consolidated and 'one model' approach.

Cat Management Plan for South Australia

November 2019





Cat Management Plan for South Australia

Managing cats in South Australia in a way which adequately considers the associated animal welfare, social, and environmental issues is a complex and sometimes controversial challenge, but one that we need to start addressing in South Australia with a comprehensive statewide strategy.

Cats are great pets and highly valued companions. We have a duty of care to their health and wellbeing, and the core belief at the heart of this plan is that:

“Every cat deserves a responsible owner”

The objectives of this plan for improved cat management are to:

- 1** Improve the health and wellbeing of cats
- 2** Reduce predation of cats on native wildlife
- 3** Reduce cat-related nuisance complaints in the community

Over recent years there has been extensive community consultation about cat management, and numerous surveys have indicated very high levels of community support for improved cat management. The Royal Society for the Prevention of Cruelty to Animals South Australia (“RSPCA”) and Animal Welfare League of South Australia (“AWL”) have jointly developed this Cat Management Plan for South Australia based on that community consultation and best practice principles in domestic cat management.

This Cat Management Action Plan for South Australia prescribes a comprehensive and holistic set of actions to address the core issue of uncontrolled cat populations. It can, however, **only be effective if implemented in its entirety, as the plan is not a “menu” from which individual items can be selected or rejected.** The plan prescribes a practical and pragmatic set of actions with responsibilities for all stakeholders in improving cat management in South Australia.

This Cat Management Plan for South Australia should be read with reference to RSPCA Australia’s report **“Identifying Best Practice Domestic Cat Management in Australia”**, which provides the scientific and research basis upon which this plan has been developed. That report was based on a discussion paper that was partly funded by the Office of the Threatened Species Commissioner, through the National Landcare Program, and involved extensive community consultation with a total of 1,159 online and 759 email responses during a nine-week public consultation period, including 104 detailed submissions. This plan proposes specific actions that together implement the 21 recommendations of the Best Practice report.

Cat Management in South Australia

South Australia lags behind most major states in terms of legislation and accountabilities for cat management. The new mandatory desexing and microchipping measures introduced into the *Dog and Cat Management Act* in 2018 were certainly positive steps towards addressing some of the deficiencies compared with the other states, but fall well short in addressing the overall issues. Certainly **it is core to this plan that Local Government has primary responsibility for cat management in this state**, as it has in the rest of Australia and overseas. Also, State Government action is needed to legislate for consistency in cat management across South Australia, and to ensure that Local Government has access to the funding and other resources necessary to effectively undertake this responsibility.

Certainly the time has passed for animal welfare charities and volunteers to be left with the vast bulk of responsibility for cat management in South Australia. It is no longer financially sustainable for these organisations to provide the current highly subsidised services to councils (it costs RSPCA/AWL over \$700 to rehome each cat), and the revenue generating capability of Local Government must be harnessed to properly fund cat management in South Australia.

Categories of Cats

Effective cat management requires specific strategies for the different categories of cats.

This plan will use the following terms to describe different populations and sub-populations of cats:

Domestic

All cats with some dependence (direct or indirect) on humans. There are three sub-categories of domestic cats:

Owned

These cats are identified with and cared for by a specific person, and are directly dependent on humans. The cats are usually sociable although sociability varies.

Semi-owned

These cats are fed or provided with other care by people who do not consider they own them. These cats are of varying sociability, with many socialised to humans, and may be associated with one or more households.

Unowned

These cats are indirectly dependent on humans with some having casual and temporary interactions with humans. The cats are of varying sociability; some are unsocialised to humans, and some may live in groups (e.g. common aggregation sites including rubbish tips, food outlets, coastal fishing spots associated with urban environments etc).

Feral

These cats are unowned, unsocialised, have no relationship with or dependence on humans, and reproduce in the wild, independently from the domestic cat population.

Other Commonly Used Terms

Community Cats

This is the term used to refer to semi-owned or unowned cats. These are cats of varying sociability, who may have casual and temporary interactions with humans and indirect dependence on humans, or long-term interactions and direct dependence on humans. They live in areas in cities/towns where they can scavenge food or are fed by one or more people, e.g. in school/university grounds, factory areas and shopping complexes.

Stray Cats

This term is often used to refer to unowned or semi-owned cats, but "stray" refers to the activity of cats that roam, not an ownership status. Any of the above categories may at a particular time be classified as "stray cats". Management strategies however should relate to ownership status rather than activity.

Cat Population – South Australia

South Australia has the second highest level of cat ownership in the nation with 37% of South Australian households owning a cat. This translates to about 397,000 owned cats alone in this state, with potentially another 171,000 unowned or semi-owned cats (estimated from calculations based on U.S. urban studies). We do however know that over 11,400 cats enter RSPCA and AWL shelters in this state every year, and this number is steadily increasing.

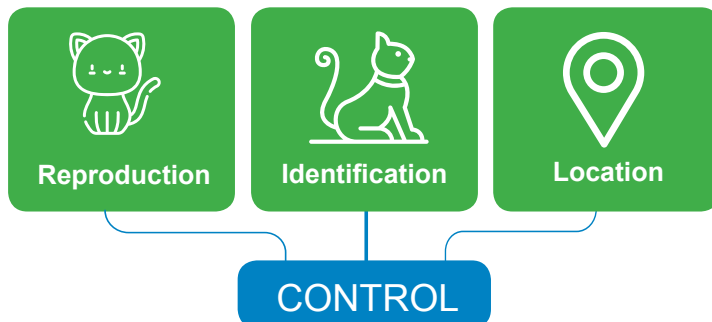
Ref 1 Pet Ownership in Australia 2016, Animal Medicines Australia Report.

	Standard	South Australia	Adelaide
Human Population		1,712,843	1,333,927
Owned Cat Population	No. of households	767,267	492,449
	% with cats	37%	37%
	No. of cats per household with cats	1.40	1.40
	Total Number of Cats	397,444	255,089
Semi and Unowned Cat Popln	Min 60 cats per 1,000 residents	102,771	80,036
	Avg 80 cats per 1,000 residents	137,027	106,714
	Max 100 cats per 1,000 residents	171,284	133,393
No of stray cats into shelters	(Adelaide RSPCA + AWL only)	11,402	11,402
Strays per 1,000 residents	Australian Avg 9 cats	8.5	8.5

Summary – Cat Management Strategy

According to the Australian Government’s National Consultative Committee on Animal Welfare (NCCAW, 2008), any control program should: protect the welfare of cats, reduce impact on wildlife, reduce public nuisance, recognise the value of cats to our community and educate the community.

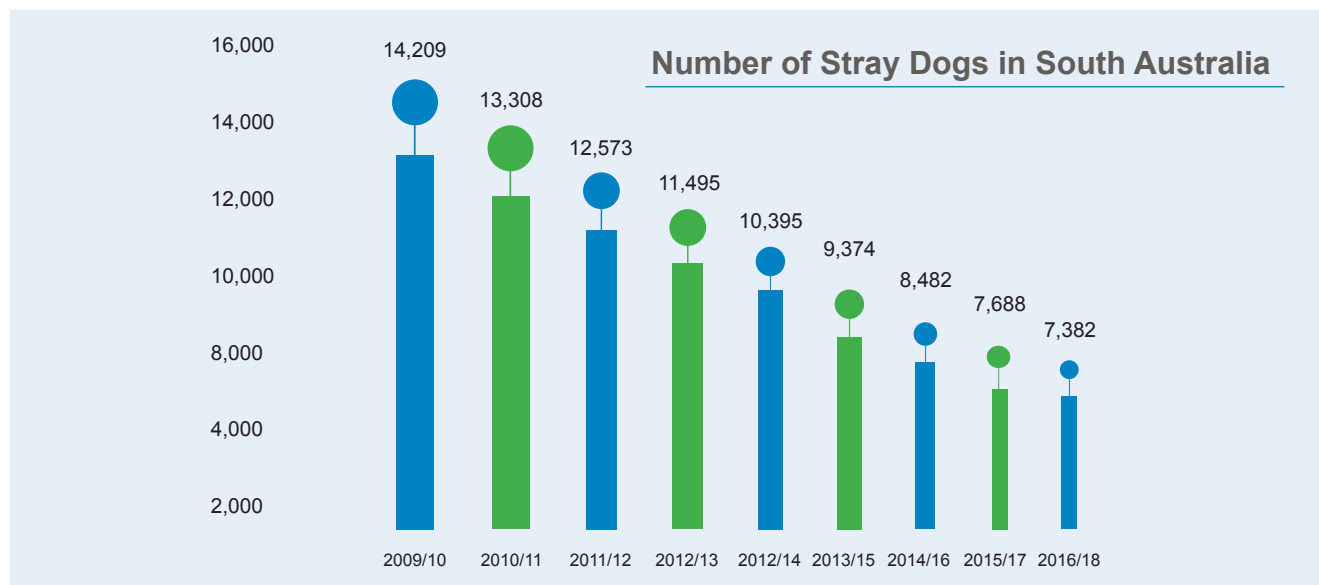
The core to effective companion animal management requires control of reproduction, identification and location (the three elements shown in the diagram below). This goal is essentially achieved through desexing, microchipping and containment.



This basic strategy has proven to be effective with dogs in South Australia with the number of stray dogs in consistent decline over the past eight years. This success however is strongly underpinned by:

- 1 Broad community understanding of the requirements of “responsible dog ownership”; and
- 2 Enforcement of legislation and council by-laws.

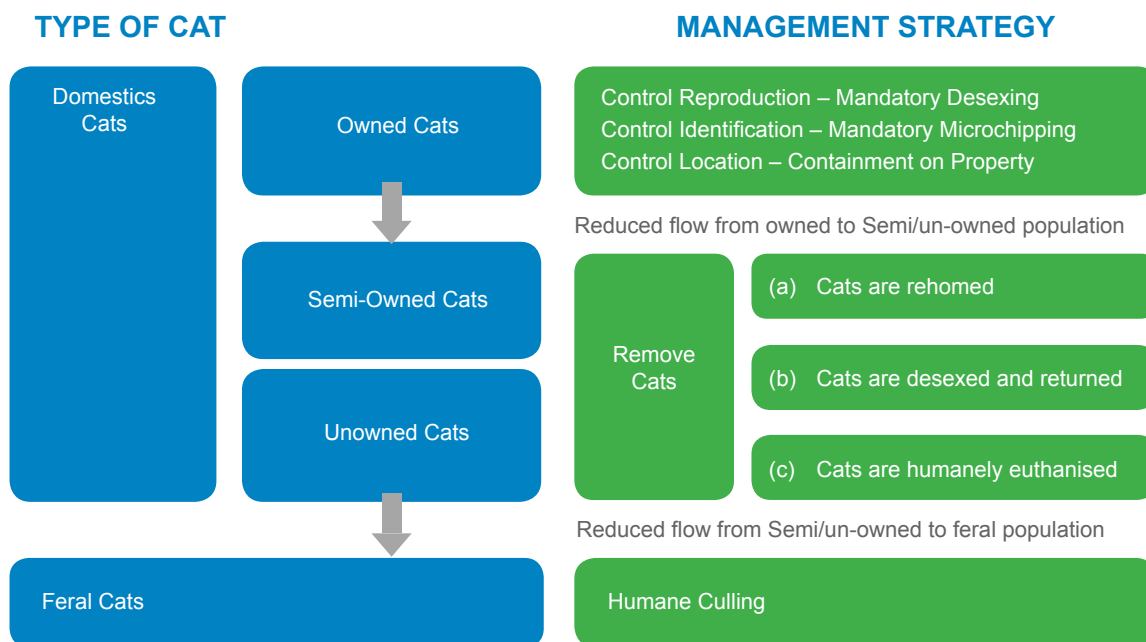
It is important to remember that these results, driven by community education, incentives and penalties, have taken decades to achieve, and this plan for cat management must also be allowed sufficient time to have effect.



Effective cat management has a number of unique challenges, which means it is essential to implement a broader management approach and strategy. These challenges are:

- A Control of cat reproduction, identification and location requires someone to be responsible for the cats. With owned cats the owners can be made responsible. There is, however, a large population of unowned and semi-owned cats with no one responsible for desexing, microchipping and containment.
- B Location control (containment) can be a challenge due to cats’ agility in climbing and escaping through very small openings. This means that specialised practical solutions are required for cat containment, which can be expensive.
- C The very high reproductive capacity of cats and their ability to survive without human assistance means that non-owned populations can readily and rapidly increase.
- D Feeding stray cats (semi-owned) is not prohibited in most states, including South Australia, and is hard to legislate and enforce due to human compassion.

Summary: Suggested Cat Management Strategies



Management of Semi-owned or Unowned Domestic Cats

Recent changes to the *Dog and Cat Management Act* to introduce mandatory microchipping and desexing will eventually contribute somewhat towards limiting the flow of owned cats into the unowned population. However, on their own the changes will not be effective in reducing the unowned or semi-owned cat population as (i) any reduced inflow from the owned cat population will be offset by continued breeding within the un/semi-owned population, and (ii) the legislation must be enforced in order to have the intended effect.

Semi or unowned cat populations need some degree of control as they are associated with problems in urban environments including the following:

- Uncontrolled reproduction, which results in a constant stream of animals entering shelters/pounds and requiring rehoming which is an increasingly expensive activity.
- Nuisance behaviours including fighting, spraying and soiling, which can result in the compromised welfare of cats.
- Wildlife predation to varying degrees.

The following is a brief summary of the status, potential, logistics and costs for each of the three proposed strategies for managing semi-owned or un-owned cats:

A Cats are rehomed

Currently in most council areas, this is the only strategy being applied to the management of semi-owned and un-owned cats. While adoption programmes for these cats will continue to be a part of the proposed set of cat management strategies, this cannot be relied upon as the sole strategy because:

- There is a limited capacity to absorb unowned cats into the owned population, especially since there is already an oversupply of surrendered owned cats needing adoption, as well as easily obtained cheap or free cats from other sources.
- This strategy has been ineffective in reducing cat populations with the numbers of cats entering shelters steadily increasing over the past decade (and more) across Australia.
- The current strategy relies on charities to be undertaking the bulk of the burden of un-owned and semi-owned cat management.
- This strategy is expensive; the husbandry, veterinary care and marketing costs for rehoming cats in SA currently averages in excess of \$700 per cat rehomed, and is growing every year.

Management of Semi-owned or Unowned Domestic Cats

B Cats are Desexed and Returned

Trap, desex, adopt or return (TDAR) is used as an alternative to lethal cat control in some developed countries. In TDAR programs, cats are trapped, health checked, desexed, vaccinated and then rehomed or returned to their original location if healthy. Cats that are unsuitable for rehoming, unhealthy and unfit for release are humanely euthanised. Community cat caretakers typically provide food and shelter and monitor the cats. When foster or permanent homes are available, young kittens and friendly adults are removed and placed for adoption.

An increasing body of evidence suggests that long-term TDAR programs can effectively reduce free-roaming cat populations, especially those programs that include an adoption program, monitoring and desexing of new cats arriving into the colony. High impact TDAR, combined with the adoption of socialised cats and nuisance resolution counselling for residents, may be an effective tool for long term management of semi-owned and unowned cats, and this plan proposes that a controlled trial of such a strategy be undertaken to validate its effectiveness.

C Cats are humanely euthanised

Trap and kill programs in peri-urban and urban areas are very difficult to effectively implement. Ineffective implementation results in failure to reduce cat numbers in the long term and consequently no significant improvement for issues of concern such as wildlife predation.

Culling strategies require 50%-80% of the stray cat population to be killed every six months, or the population quickly returns to normal levels. Clearly such high levels of cat killing is very expensive and not at all acceptable to the broader community, AWL or RSPCA and is therefore not a realistic option for councils.

Why is action necessary?

The current cat management strategies in South Australia have largely relied on animal welfare organisations and veterinarians to deal with unwanted cats. Councils have few responsibilities under current legislation and most do the minimum in managing cat issues within their council areas. This lack of local council involvement varies greatly from most other states of Australia, where council responsibilities for cat management are similar to those of dogs.

It is therefore reasonable to assume that councils will become more responsible for cat management in this state, and that the standards of cat management will improve. There is a growing community expectation for improved management of cats in Australia being driven by:

- Need for ever-increasing regulation of living environments.
- Environmental concerns around the protection of native wildlife.
- Greater concern and expectations for good cat welfare.

These greater demands and standards will require a paradigm shift in thinking about accountabilities for cat management in this state.

Determining what will happen to cats who are surrendered or seized by a council, for any breach of legislation or by-laws, is a major consideration in any development of improved cat management practices. While some cats will be reclaimed by owners, and others assessed as too unsocialised to be rehomed will be euthanised, the vast majority will need to be rehomed. Rehoming, however, is an increasingly expensive process with all animals requiring veterinary checks, microchipping, desexing, and parasite treatments as well as core care and husbandry, and finally extensive advertising and marketing to secure adopters. Currently, costs to each of RSPCA and AWL average over \$700 per cat rehomed; in combination, this amounts to over \$7 million a year in operating costs to rehome 4% of the semi and unowned cat population in the state, and this cost is increasing every year.

This is clearly an unsustainable situation for organisations such as RSPCA and AWL who are relying predominantly on community donations. In the eastern states, where Local Government has primary responsibility for companion animal management, councils are collaborating with each other and/or animal welfare organisations to construct and operate dog and cat detention and rehoming facilities. This must be the future direction for cat management in South Australia, and it is now time for all stakeholders to start preparing for this transition in responsibility.

It is important to emphasise, however, that no legal changes or other measures will be effective in reducing cat overpopulation without effective enforcement of the legislation, regulations and/or by-laws.

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Build an understanding of “Responsible Cat Ownership” in the community			
1 Develop “Responsible Cat Ownership” education materials.	<p>Instilling into the public an understanding and acceptance of the responsibilities inherent in owning and caring for cats in our communities is core to establishing more guidelines and controls over cat populations in urban environments. Notions of “responsible dog ownership” are reasonably well known and accepted, but similar reasonable community expectations of cat owners are less specified or consistent.</p> <p>A range of good resources exists from various organisations but it is necessary to develop and implement one set of guidelines and education materials to be used by all stakeholders in order to avoid confusing the public with inconsistent advice.</p> <p>Action: <i>Under the leadership of the Dog and Cat Management Board and working with both RSPCA and AWL, current cat ownership educational materials should be reviewed and aligned into a single “Responsible Cat Ownership” education program.</i></p>	DCMB, RSPCA, AWL	19, 1
2 Alignment of DCMB, Councils, RSPCA and AWL websites	<p>Members of the public looking for guidance on cat ownership will mostly consult the DCMB, council, RSPCA or AWL websites for information. It is therefore important these sources of information are consistent not only in promoting the elements of “Responsible Cat Ownership”, but in providing advice on actions to take with nuisance cats or cats that have strayed.</p> <p>Action: <i>The LGA consult with the DCMB and develop standardised cat management website materials for use by all councils (allowing for individual by-law variances). These materials would also be reflected in the RSPCA and AWL websites.</i></p>	DCMB, LGA, Councils, RSPCA, AWL	19, 1, 2
3 Promotional program	<p>Action: <i>A program promoting the “Responsible Cat Ownership” information and materials be developed and included in publicity materials and activities of councils, LGA, RSPCA, AWL and the DCMB.</i></p>	DCMB, LGA, Councils, RSPCA, AWL	19,1, 2
Objective: Consistency of cat management practices across South Australia			
4 Legislative change to impose consistent cat management accountabilities on councils.	<p>To date, most councils in South Australia have been very reluctant to implement any significant cat management measures in their council areas. There are a number of reasons for this including:</p> <ol style="list-style-type: none"> i. Cat management is a complex, emotional and controversial issue and there has been confused, incorrect and conflicting information available to councils. With a lack of clear direction available it is understandable that even councils with an interest in improved cat management have been uncertain as to what steps should be taken. This Cat Management plan for South Australia is designed to address that issue by providing evidence based guidance on what needs to be done. Nonetheless, it is likely that some councils will still not take action until required to do so by legislation. ii. Cat management measures will require additional funding in an environment of tight council budgets and government pressure to not increase council rates. Despite this, cat management needs to be addressed and will need to be adequately and consistently funded. iii. It is easier and less expensive to simply continue to let the animal welfare charities provide the councils’ cat management services to rate payers. iv. The numbers of cat nuisance reports by residents is often not high and therefore cat management is not seen as an issue. However, this may often be due to residents no longer reporting cat problems as little is done about them by the council. <p>Despite this, we have now reached a point in South Australia where the community clearly expects local government to act on improving cat management in their council areas.</p>	RSPCA, AWL, veterinarians, State Government	2

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Consistency of cat management practices across South Australia			
	<p>Action: Change s64(2) of the Dog and Cat Management Act stating “A person may seize and detain an unidentified cat for the purpose of delivering it within 12 hours to a veterinarian, RSPCA, AWL or council.” The reference to RSPCA, AWL and veterinarians should be removed, leaving facilities nominated by a council (and approved by the Board) as the only destination (except if an animal is injured), making the legislation regarding cat management consistent with that for dog management.</p> <p>Action: Councils be required to report data related to impounded cat outcomes to the Dog and Cat Management Board.</p>	RSPCA, AWL, veterinarians, State Government	2
5 Introduce mandatory cat detention periods	<p>South Australia is one of the only states without mandatory cat detention periods (similar to the 72 hours detention period that exists for dogs in this State). This seriously disadvantages cat owners whose animals may be taken by anyone and immediately euthanised, if their cat is not microchipped. Conversely, under the current legislation, identified cats (ie those with a microchip) cannot be seized at all – even if wandering or stray. The introduction of mandatory detention periods, along with council notices, would:</p> <ul style="list-style-type: none"> • Provide owners with the opportunity to reclaim lost cats (same as they have with dogs). • Allow a period of time for seized cats to settle before behavioural assessments are undertaken to assess their level of sociability and suitability for rehoming. <p>Interstate detention periods vary, and are often different for identified or unidentified cats (Vic: 8 days; WA Identified cats 7 days, Unidentified 3 days; NSW: Identified 14 days, Unidentified 7 days).</p> <p>Action: In South Australia we propose the legislating of 7 days for identified cats (microchipped) and 3 days for unidentified cats. The 72 hours for unidentified cats is sufficient to allow these cats to settle for behaviour assessments. The longer period for identified cats is an incentive for microchipping, but also reflects that often cats return home of their own accord and therefore owners do not immediately search for them as lost cats. There also needs to be flexibility for extenuating circumstances where it is detrimental to that cat’s welfare to be detained for the entire hold period. Examples of these circumstances include: a cat suffering due to an injury that cannot be managed throughout the hold period; or, an unidentified cat being assessed as “wild” within the official behaviour assessment with no possibility of being rehomed after the detainment.</p>	State Government	2, 4, 14
6 Alignment of council cat management plans	<p>Due to cat migration, it is essential that a consistent state-wide approach is taken to cat management in South Australia. Currently there are large variations in cat management interest, measures and by-laws between councils. Even where councils have been proactive in taking some measures, these initiatives are somewhat piecemeal and, consequently, unlikely to have any material impact on cat populations.</p> <p>Action: Despite the five year term of existing council animal management plans, all should be amended to incorporate measures being outlined in this Cat Management Plan, and specified by changes to government legislation.</p>	DCMB, Councils	2, 4
7 Increased cat focus by the DCMB	<p>With existing dog management practices in South Australia proving to be largely effective, more emphasis needs to be placed on improved cat management by the Dog and Cat Management Board. Changes to the Dog and Cat management Act in 2018 imposed greater responsibilities on dog and cat owners by virtue of mandatory desexing and microchipping, but failed to address responsibilities of councils in cat management.</p> <p>Action: Cat Management to be included as a priority in DCMB strategic planning.</p>	DCMB	3

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Consistency of cat management practices across South Australia			
8 Introduce cat management officers	In line with legislative changes proposed above, council Animal Management Officers need to be provided with training, equipment & facilities for the correct care and handling of cats. New cat management legislation and council by-laws are of no value if they are not policed and enforced, and councils must be resourced to undertake that function. Trained Animal (cat) Management Officers must also be responsible for any use of traps in management programmes. It is not acceptable on animal welfare grounds for traps to be provided to members of the public. Action: <i>Cat training, equipping and resourcing of council Animal Management Officers.</i>	Councils	4, 5, 14, 13, 14, 15
9 Develop a Code of Practice for humane management of cats	An objective of this plan is to improve the welfare of domestic cats in our community. This includes ensuring that the development and implementation of management practices arising from this plan always give due consideration to the welfare impacts on cats. Action: <i>Develop a Code of Practice and Standards for the humane management of cats. This includes the operation of facilities nominated by councils for the impounding and rehoming of cats as well as procedures involved in the enforcement of cat management measures.</i>	DCMB	
Objective: Provide funding for cat management programs			
10 Cat Registration	NSW, Vic and WA require cat registrations, and in South Australia there are only eight councils currently with by-laws requiring cat registration. There is a valid argument that with compulsory microchipping, cat registration is not required for identification, therefore it is important to clarify the objectives of introducing compulsory registrations for cats: i. Registrations provide an income source for councils to apply towards cat management costs. ii. Registrations provide a valuable psychological reinforcement that cat ownership comes with wider responsibilities to the community. As with any legislation however, cat registration requires enforcement by councils. The lack of enforcement probably results in the low proportion of cats registered in most council areas that have introduced them. Action: <i>Councils introduce and enforce cat registration requirements.</i>	Councils	4, 5, 13, 14, 15
11 LGA support	Action: <i>The LGA should consider giving some priority in coming years to cat management initiatives undertaken by councils through their research grants and other mechanisms.</i>	LGA	4, 7
12 State Government Grants	It is acknowledged that local government will need some assistance in improving their cat management practices. Action: <i>Relevant departments of State Government (especially DEW and DPTI) should develop some grant based funding opportunities for councils introducing cat management initiatives.</i>	DEW, DPTI	3, 4
Objective: Control Reproduction			
13 Low cost desexing programs	One of the main contributing factors in the continued growth of the unwanted cat population (and subsequent intake into shelters) is likely to be the failure to desex cats in low income households, and semi-owned and unowned cats. Targeted and low cost desexing programs have been shown to be effective in increasing desexing rates and also receive strong community support. A lot of information and experience exists in running these programs and they do provide an ideal opportunity for animal welfare organisations, councils and veterinarians to directly contribute towards improving desexing levels. Action: <i>Working with veterinarians and councils, establish and/or promote low cost desexing programs with coordinated availability in targeted areas.</i>	RSPCA, AWL, Veterinarians, Councils	11, 16, 15

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Control Location			
14 Promote pre-pubertal desexing	<p>The ‘traditional’ age of desexing is six months of age but this unfortunately allows cats to reach reproductive maturity before they are desexed; cats may reach reproductive maturity as early as 3.5 months of age. Delayed desexing of owned cats is reported to often result in the production of unwanted litters of kittens, but can be addressed through the introduction of pre-pubertal or ‘early-age’ desexing. Therefore, it would be of great benefit to revise current recommendations so that owned cats are desexed before four months. In addition, any initiatives to desex semi-owned and unowned cats should also aim to desex these cats before four months of age to prevent reproduction prior to desexing.</p> <p>Action: <i>Promotion to the general public and veterinarians of the benefits and safety of pre-pubertal desexing, along with training in the procedure would be a positive contribution by the veterinary community to reducing cat reproduction rates.</i></p>	Veterinarians (AVA)	17
15 Work towards cat containment	<p>Cat containment is often one of the most controversial cat management issues and needs careful consideration of factors relating to the objectives, implementation and timing.</p> <ul style="list-style-type: none"> • Containment within a property while providing outdoor access to cats can be challenging and expensive due to cats’ agility and climbing ability. The expense involved in adequate cat containment will be a major issue in lower socioeconomic areas. Consideration should be given to programs to make these options more accessible and subsidise costs. There are also planning approval and aesthetic considerations to making properties cat-proof and guidelines should be provided by councils. • Full time containment within houses is possible but requires considerable owner education about providing ongoing enrichment and stimulation to cats, as well as careful monitoring of exercise and diet to ensure that there are no animal welfare issues. • Communication of containment proposals should also carefully consider the target audience – cat owners – and emphasise the health and safety benefits of containment (rather than just focusing on the native wildlife preservation benefits, as is often the case). Communication should also include the importance of simple respect for private property as another justification for containment. • The timing of introduction of a cat containment requirement also needs very careful consideration. Residents need adequate time to make physical modifications to their properties and prepare their pets for the adjustment to containment. • Enforcement is a challenge but is essential. Councils need to determine how wandering cats will be dealt with – in terms of seizure as well as what happens to the cats after seizure (impounding periods, humane detention facilities, rehoming unclaimed animals). Any use of traps must be undertaken by trained Animal Management Officers. It is not acceptable on animal welfare grounds for traps to be provided to members of the public. <p>Action: <i>Councils should work towards the introduction of cat containment but do so carefully and slowly and;</i></p> <ol style="list-style-type: none"> Allow for extensive community education about the benefits of containment, including benefits to cats, and the preparations needed. This should form one part of a longer term “Responsible Cat Ownership” education program. Provide information and resources to residents for preparing their property to make it escape-proof for cats. Provide information and resources to owners about providing enrichment and adequate care for their cats, if contained indoors full-time. Fully detail plans for enforcement and care of seized cats. Introduce cat curfews as an initial step towards 24 hour cat containment. 	Councils	13

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Control Identification			
16. Introduce cat curfews	<p>A number of studies have indicated very high levels of community support for cat curfews (containment overnight) amongst cat owners and non-owners alike. Curfews are a relatively easy requirement for councils to introduce as it requires little investment by residents in making their properties cat proof (therefore not disadvantaging lower socioeconomic residents) and requires less education for owners on the provision of enrichment and indoor care for their cats.</p> <p>However, as with full containment, councils must carefully consider enforcement processes and resourcing. Particularly, it is important to determine who will undertake the trapping of cats (there are serious concerns about the welfare of cats subject to trapping by unqualified or untrained members of the public) and what will happen to the cats after seizure. Plans must be in place for humane detention, reclaim and rehoming of seized cats.</p> <p>Action: <i>Councils introduce, resource and enforce cat curfews.</i></p>	Councils	13
17 Microchipping promotion	<p>Currently only 1% of cats received at the RSPCA & AWL's shelters in South Australia are microchipped, compared with over 50% of dogs. (This directly relates to subsequent reclaim rates of only 3% for cats and over 50% for dogs.) Despite the new mandatory microchipping legislation introduced in 2018, there is a lot of work to be done in lifting cat microchipping rates in the State.</p> <p>Action: <i>Develop a campaign explaining the need for and benefits of microchipping, and coordinate its release through councils, vets, animal welfare organisations and the media.</i></p> <p>Action: <i>Greater enforcement of current legislation by councils is also required.</i></p>	DCMB, LGA	14
18 Visible Identification	<p>Microchipping is a very effective method for identifying cats but cats do need to be taken to somewhere that has a device for reading the microchip. As such, microchipped and owned animals may be taken to shelters, veterinarians and councils for identification, potentially causing stress for the animal. This can be avoided by cats having a safe quick release collar and identification tag with their owner contact details. This is a simple measure that needs to be promoted by all sources of information on cat care.</p> <p>Action: <i>All stakeholders uniformly promote the benefits of visible identification of cats by collar and tag.</i></p>	DCMB, Councils, RSPCA, AWL	14
19 Low cost micro-chipping	<p>A number of low cost microchipping providers or events exist that would benefit from increased funding and promotion. These programs should be included in the campaign above.</p> <p>Action: <i>AVA to introduce a program of a voluntary microchipping levy on clients of \$5 towards funding low cost microchipping programs in targeted lower socioeconomic areas.</i></p>	AVA	14
Objective: Unowned & Semi-owned management			
20 Rehoming promotions	<p>Determining what will happen to cats who are surrendered or seized by a council, for any breach of legislation or by-laws, is a major consideration in any development of improved cat management practices. While some cats will be reclaimed by owners, and others assessed as too unsocialised to be rehomed will be euthanised, the vast majority will need to be rehomed. As explained earlier, reducing euthanasia rates is a very clear expectation of the community and with a decrease in euthanasia of cats there are more and more cats requiring rehoming.</p>	Councils, RSPCA, AWL	

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Unowned & Semi-owned management			
20 Rehoming promotions (continued)	<p>There is an estimated demand for cats in South Australia of 40,000 animals per year, of which about 20% are sourced from animal shelters such as RSPCA and AWL (which only supply healthy desexed and microchipped animals).</p> <p>Action: <i>Councils should consider actively promoting cat adoption programs from these organisations and their own detention facilities, as well as providing incentives such as free first year registration for “rescue” cats.</i></p>	Councils, RSPCA, AWL	
21 Increase the limit on the number of cats allowed per household	<p>Limiting the number of cats that can be kept by an individual owner attempts to reconcile the sometimes conflicting interests of pet owners and property owners, as well as cat nuisance issues. A limit on individual cat numbers is also often discussed as a measure to manage overall cat numbers. Most councils impose a standard maximum limit of two cats per household but also allow for additional cats upon request and under permit. There are a number of households who successfully care for up to five or six cats - the key criteria should not be the number of cats, but whether they are healthy and properly cared for in line with the principles of Responsible Cat Ownership (including containment). Increased limits for the number of cats allowed per household would potentially increase the number of homes available for rehoming cats.</p> <p>Action: <i>Councils to increase the standard limit for the number of cats allowed per household from two cats to four cats (under specific conditions – where the cats are desexed, microchipped, contained and well cared for) to reduce the number of semi-owned cats and increase demand for rescue cats.</i></p>	Councils	18
22 Reduce unnecessary surrender and abandonment of cats	<p>Reducing unnecessary surrender or abandonment of cats reduces the negative impact on cat welfare as well as the cost and need for rehoming services. A range of issues may lead to surrender or abandonment (which is illegal) including financial pressures for care and veterinary treatments. However, of owners surrendering cats to RSPCA shelters in Australia, 36% said it was because of inability to find rental accommodation where cats were allowed. In Australia, although 33% of the population lives in rented accommodation, only 4% of advertised rentals allow pets. The preconception by landlords that pet owners cause more property damage is not supported by the evidence. Pet owners stay twice as long, pay more rent and are no more likely to cause damage than non-pet owners. Many organisations have called for the removal of ‘no-pet’ clauses in rental agreements on the basis that these are discriminatory and increase surrender of cats. In October 2017, the Victorian Government announced changes to legislation to prohibit landlords from preventing a tenant with a pet from renting without a substantial and legitimate reason.</p> <p>Action: <i>Introduce changes to the Residential Tenancies Act 1995 (SA) in line with the new Victorian legislation.</i></p>	DEW, Dept of Consumer and Business Affairs	12
23 Reduce strays taken to shelters	<p>It is believed that many strays brought into shelters as “lost” animals by well intentioned members of the public may in fact have been removed from locations quite close to their homes. Generally cats do not move far from their homes and in many cases will return in due course if left where they are (as long as they are healthy and not in danger). This approach needs to be communicated consistently to the public by all sources of cat information.</p> <p>Action: <i>Incorporate a “Leave a healthy cat where they are and monitor” approach to stray cats in website and printed information.</i></p>	DCMB, RSPCA, AWL, Councils	

Action List – Cat Management Plan for South Australia

Action	Commentary	Responsible	Recmnd*
Objective: Unowned & Semi-owned management			
24 Undertake a TDAR trial	<p>With potentially 170,000 or more unowned or semi-owned domestic cats in South Australia, current strategies of limited humane euthanasia and rehoming will not be able to address this problem. Certainly a large scale culling of domestic cats in urban environments would not be acceptable to the community, and there is insufficient demand for rehoming of all of these cats. Another strategy needs to be found. In trap, desex, adopt or return (TDAR) programs, cats are trapped, health checked, desexed, vaccinated and then either rehomed or returned to their original location. Cats that are unsuitable for rehoming, unhealthy and unfit for release are euthanised. TDAR programs have potential benefits beyond just reducing cat numbers, including the potential to improve cat health and reduce cat related conflict with the local community due to the reduction in cat nuisance behaviours in desexed animals, such as aggression. However, there has been no large scale trial of TDAR in Australia to determine its effectiveness as a cat management strategy.</p> <p>Action: <i>RSPCA to work with a selected council to undertake a TDAR trial in South Australia.</i></p>	RSPCA, Council, DEW, LGA	10
25 Education about semi-owned cats as a separate category of cats	<p>Cat management plans and strategies must identify and address semi-owned cats as a separate group to unowned cats and ensure that cat semi-owners are specifically targeted in education, desexing and other relevant cat management programs. It is also important in supporting cat management practices and further research, that data is collected on unowned, semi-owned and owned cats in shelter/pound statistics.</p> <p>Action: <i>Ensure that the different cat categories are incorporated into all education materials.</i></p> <p>Action: <i>Council detention facilities and shelters to collect and make available data on inbound cat categories.</i></p>	Councils, RSPCA, AWL	
Objective: Research			
26 Research into the effectiveness of these actions	<p>To better inform the future refinement of this cat management strategy, it would be extremely useful to have research undertaken on the impact of these measures (in isolation and combination). The research should consider impact on cat populations as well as cat welfare, community attitudes, native animal populations, and costs of cat management.</p> <p>Action: <i>DEW/LGA to fund university research into the effectiveness of measures proposed in this plan.</i></p>	DEW, LGA	

Recmnd – This column specifies the related recommendation(s) from the “Identifying Best Practice Domestic Cat Management” report.

References

Animal Medicines Australia, *Pet Ownership in Australia* (2016).

RSPCA Australia, *Identifying Best Practice Domestic Cat Management in Australia* (2018).







Dog and Cat Management Plan 2018-2023



Approved by the Dog and Cat Management Board: 23/08/2019

(Plan must be approved by the Board before it can come into effect)

Date Plan comes into effect: 23/08/2019

Review Date: 23/08/2023

(4 years from date Plan comes into effect)



Dog and Cat Management Plan

2018-2023

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1. Executive Summary

The *Dog and Cat Management Act 1995* (the Act) requires all councils in South Australia to prepare a plan relating to the management of dogs and cats in their area. The City of Burnside Dog and Cat Management Plan 2018-2023 (the Plan) has been prepared in accordance with the Act and will guide the management of dogs and cats within the council area for the next five years.

This Plan contains recommendations for a wide range of actions to be undertaken by the City of Burnside to achieve the aims and desired outcomes of the City's Strategic Community Plan 2016-2026. It provides a basis and direction for Council from which it can plan and make future decisions that relate back to the wider council policy context. The Plan will be subject to ongoing review in line with any legislative changes to requirements.

This Plan is for a proactive approach to dog and cat management and it is acknowledged that some of the implementation of strategies in this plan will need to be partnered with the State Government, the Dog and Cat Management Board and/or other relevant stakeholders.



2. Background

The City of Burnside covers 2,752 ha, with a residential population in excess of 45,000 and more than 19,000 dwellings.

There were 5,192 dogs registered in the City in the 2016/2017 financial year.

The evidence supporting the benefits of owning pets is considerable, promoting physical, mental, emotional and social health. Pets provide companionship, decrease loneliness, give purpose in life and help in the reduction of stress and anxiety. Dog ownership encourages people to exercise and also precipitates the informal gathering of community members, in a society which is increasingly disconnected. Council's role is not to hinder this benefit, but to maintain the ability of the community to continue to own dogs and cats. It is essential that councils take a strategic approach to managing domestic pets within its community.

Council's management of urban animal issues has an impact on the health, wellbeing and lives of the whole community and the welfare of animals in the City. This Plan is therefore designed for everyone in the City of Burnside from dog and cat owners to those who have no pets, and provides the direction for the Council in dog and cat management for the next five years (unless reviewed and amended earlier).

The mission of dog and cat management service delivery in the City of Burnside is:

“To create an environment in the City of Burnside in which all members of the community are kept well informed about the benefits and responsibilities of dog and cat ownership and are committed to being responsible dog and cat owners”.

The aims of this Dog and Cat Management Plan are to:

- Ensure Council meets its obligations under the *Dog and Cat Management Act 1995*.
- Investigate and implement best practice in promoting responsible pet ownership.
- Consider ways the Council could harness the benefits of owning pets.
- Establish priorities for animal management in the City of Burnside for the next five years.

The objectives of this Dog and Cat Management Plan are to:

- Promote the benefits of dog and cat ownership.
- Encourage responsible dog and cat ownership.
- Increase public safety and reduce public and environmental nuisances from dogs and cats.
- Minimise impact on native animals and birdlife.
- Ensure Council delivers effective and efficient and innovative dog and cat management services.

Prospective pet owners are to consider the responsibilities of pet ownership and obtain advice on appropriate breed choice to suit their lifestyle and living environment, in order to avoid later problems.

In addition to the legislative requirements of registration, microchipping and desexing, pet owners should meet standard requirements for immunisation and should provide an enriching home environment for their pet which provides confinement of their pet to their property. All dogs should undergo basic obedience training, be adequately socialised around other animals and have regular daily exercise.

3. Legislative Background

In 2012, a Select Committee of the South Australia Government sought public opinion on dog and cat ownership in South Australia.

The Final Report of the Committee made recommendations in relation to:

- Options for the regulation of welfare standards for breeding companion dogs and cats.
- The adequacy of regulation of the source of companion dogs and cats for sale.
- The adequacy of regulation of non-retail-shop trade in companion dogs and cats.
- The feasibility of a mandatory cooling off period between registering intent to purchase a companion dog or cat and taking possession of the animal.
- How the registration, microchipping and desexing of companion dogs and cats might address the goals of eliminating cruelty and minimising euthanasia.

Following the publication of the Committee's Final Report, the *Dog and Cat Management Act 1995* was reviewed so the recommendations could be addressed. The review process, which included further public consultation, made additional recommendations in relation to:

- preventing abandonment,
- reducing supply,
- reuniting pets with their owners.

Local councils are required to administer and enforce the provisions of this Act.

Substantial changes to the *Dog and Cat Management Act 1995* were passed in Parliament during July 2016. The key legislative changes included the following:

Microchipping – From 1 July 2018 all dogs and cats (with limited exceptions) that are over three months of age are required to be microchipped.

Desexing – introducing a requirement to desex all dogs and cats born after 1 July 2018 and by the age of six months.

Breeders – introducing a requirement that from 1 July 2018 a person must not sell a dog or cat they have bred unless they are registered as a breeder with the Dog and Cat Management Board.

Sellers – introducing a requirement for certain information to be provided to the buyer from 1 August 2018.

Council powers – providing councils, which are responsible for dog and cat management in their local areas, with greater powers to administer and enforce the Act.

Assistance dogs – changing who can accredit animals.

Dog registration - Registration categories of 'Standard Dog' (a dog which is both desexed and microchipped) and 'Non-Standard Dog' (all other dogs) replacing the rebates for desexing, microchipping and training.

The amendments to the Act and the Regulations relating to these amendments become operational during 2017 and 2018.

The *Dog and Cat Management Act 1995* requires all Councils in South Australia to prepare a Plan of Management Relating to Dogs and Cats within their local area.

The City of Burnside Dog and Cat Management Plan provides a basis and direction for Council, from which it can plan and make future decisions that relate back to the wider Council policy context. The Plan will be subject to ongoing review in line with any legislative changes to requirements. It identifies strategies and actions to implement the mission, aims and objectives, including:

- Responsible dog and cat ownership education and promotion.
- The benefits of pet ownership.
- Dog and cat management officer role.
- Dog registration.
- Permanent dog and cat identification.
- Desexing of dogs and cats.
- Dog obedience training and puppy socialisation.
- Faeces management.
- Dog 'Off Leash' and 'On Leash' areas.
- Dogs wandering at large.
- Dog barking nuisance.
- Dog attacks avoidance.
- Complaint system with statistical compilation.
- Management of domestic cats.
- Management of unowned cats.



4. The Law / Guidelines

4.1 The Dog and Cat Management Act 1995

The Aim of the *Dog and Cat Management Act 1995* is to provide a balanced range of options for the management of dogs and cats within Council areas, whereby problems can be managed to a solution in the best interests of the community.

The objectives of the Act are to:

- Encourage responsible dog and cat ownership.
- Reduce public and environmental nuisance caused by dogs and cats.
- Promote the effective management of dogs and cats (including through the encouragement of desexing of dogs and cats).

The Act states that:

- (1) *Each council must, in accordance with this section, prepare a plan relating to the management of dogs and cats within its area.*
- (2) *A plan of management must include provisions for parks where dogs may be exercised off-leash and for parks where dogs must be under effective control by means of physical restraint, and may include provisions for parks where dogs are prohibited.*
- (3) *A plan of management must cover 5 year periods and each plan must be prepared and presented to the Board at least 6 months before it is to take effect.*
- (4) *A plan of management must be approved by the Board before it takes effect.*
- (5) *A council may, with the approval of the Board, amend a plan of management at any time during the course of the 5 year period covered by the plan.*





4.2 Appointment and role of a Registrar

Each Council is required to administer and enforce the provisions of the Act relating to dogs within its area, and appoint a suitable person to be Registrar. The Registrar has specific responsibilities under the *Dog and Cat Management Act 1995* as follows:

- dogs must be registered,
- registration procedure for individual dogs,
- registration procedure for businesses involving dogs,
- duration and renewal of registration,
- notifications to ensure accuracy of registers,
- transfer of ownership of dog,
- rectification of register, and
- applications and fees.

The Registrar must ensure that all staff involved in the registration of dogs are trained sufficiently and have the knowledge to deal with dog owners and members of the public on behalf of the Registrar. The Registrar may also delegate powers to appropriate persons.

4.3 Role of the Dog and Cat Management Board

Arrangements made by Council under the Act must be to the satisfaction of the Dog and Cat Management Board. It is the role of the Dog and Cat Management Board to oversee and administer the provisions of the Act related to dogs and cats, and it is essential that the Council and the Board work in close cooperation.

The Board requires statistics to be supplied to them by all Councils annually in order to carry out its responsibilities in terms of research and general management of dogs and cats throughout South Australia. These statistics can also be extremely helpful to the Council with its planning and management processes.

4.4 By-laws

Councils have the ability to make by-laws for the control or management of dogs or cats in their area. Councils are provided with freedom of choice as to whether or not they have an active involvement in cat management. The Act relates mainly to unidentified cats.

The City of Burnside's *By-law No. 5 - Dogs* limits the number of dogs kept on a property to be one dog in a small dwelling, such as a flat or home unit, or up to two dogs in any other dwelling. This by-law also states that:

- Dogs must not remain in any area which has been designated as a Dog Free Area.
- Dogs must be held on a lead no longer than 2 metres in any area which has been designated as an On Lead Area.
- In all other areas, dogs must remain under effective control either by means of physical restraint or command and remain within close proximity of the person, and in sight of the person at all times.

4.5 Dog and Cat Management in the City of Burnside

Dog and cat management in the City of Burnside is the responsibility of the Ranger Section of the City Development and Safety Department. The Council's Customer Service Centre handles general enquiries during normal office hours and Council's after hours service provider manages out of hours enquiries.

Rangers available normal office hours Monday to Friday, 8.30 am to 5 pm.

After hours and weekends - on-call for dog emergencies.

Phone: 8366 4200.

5. Revenue

In previous years dogs were registered through local councils, and a percentage of the revenue received was forwarded to the Dog and Cat Management Board.

From 1 July 2018 dog owners are required to register their dogs online directly to the Dog and Cat Management Board via the Dogs and Cats Online website (DACO), which is a central database for all microchipped and registered dogs and cats in South Australia.

DACO is also used for breeder registrations as well as all registration payments.

76 per cent of the revenue which is collected by the Dog and Cat Management Board is forwarded on to the relevant local council, who use funds for the administration and enforcement of the provisions of the Act in the management of dogs and cats within their city.

The *Dog and Cat Management Act 1995* requires that councils utilise all registration revenue for the express purpose of the administration and enforcement of the provisions of the Act.



6. Council's Management of Dogs

6.1 Registration of Dogs

Under the Act, a Council has responsibility for the management of dogs in its own council area. Every dog of three months of age or over must be registered and wear a collar with a registration disc attached. Registration expires on 30 June each year and must be renewed by 31 August in the same year.

Although the revenue is received by DACO, dog registration fees and other fees in relation to the management of dogs are set by Council.

There is provision for business registration for the owner or operator of a business which consists of or involves a kennel at which dogs are bred or trained, or the provision of security or other services involving the use of dogs.

The following organisations are exempted from registering dogs held in their custody:

- Royal Society Prevention of Cruelty to Animals (RSPCA),
- Animal Welfare League (AWL),
- Guide Dogs Association, Lions Hearing Dogs,
- Member of the Police Force, and
- Registered Veterinarians.

Accredited Guide dogs and Assistance Dogs must be registered but no fee is applicable. These dogs have certain exemptions under the Act.

6.2 Control of Dogs in Public Areas

Dogs are required to be *under effective control* at all times:

- Effective control by means of *physical restraint* in public places ie roads and footpaths, or any other specifically designated areas.

Effective control by virtue of *physical restraint* means:

- controlled on a chain, cord or leash not exceeding 2 m in length restraining the dog.
- placed in a cage, vehicle or other object or structure.
- by tethering to a fixed object by means of a chain, cord or leash not exceeding 2 m in length.

- Effective control by virtue of physical restraint or *'by command'* in parks.

Effective control *'by command'* means that the dog is maintained in close proximity to the person, and the person is able to see the dog at all times.





- Greyhounds must be muzzled and controlled on a leash when being exercised in public places unless they are granted exemption from the Dog and Cat Management Board and hold a Greyhound Muzzle Exemption Certificate.
- Guard dogs, attack trained dogs and patrol dogs must wear a specific collar and be under the effective control of a person by means of physical restraint in any public place.

The Act allows Council to declare dog prohibited areas an on-leash restrictions. There are currently no examples of these in the City of Burnside. It is proposed to undertake a review of the City of Burnside parks and reserves to determine if additional restrictions would have community benefit.

6.3 General Offences

6.3.1 Dogs are not permitted to:

- Wander at large.
- Attack or harass persons or owned animals, whether or not actual injury is caused.
- Cause injury to a person lawfully entering premises.
- Be transported unrestrained in open vehicles such as the open tray of a utility, truck or similar.
- Rush at or chase vehicles in public places.
- Cause nuisance, in particular barking nuisance.

6.3.2 Dogs, other than Assistance dogs, are not permitted to:

- enter the grounds of a school, kindergarten, child care or preschool centre, except with the permission of the person in charge.
- enter any shop unless it is a pet shop, grooming parlour or premises associated with a registered veterinary surgery.

6.3.3 Dog owners must pick up and lawfully dispose of dog faeces in public places.

6.4 Control Orders

Council's Dog Management Officers have powers to seize and detain dogs in the following circumstances:

- wandering at large in private or public places.
- to prevent a dog attacking, harassing or chasing a person or an owned animal or bird.
- to carry out an Order.
- if considered unduly dangerous.

Law courts may issue Destruction and Control Orders in certain circumstances whether on the Council's initiative or on complaint.

Dogs wandering at large which are retrieved by council rangers are checked for identification (registration tag and microchip) and temporarily detained at Council's short term holding facility until collected. Unclaimed dogs are relocated to the Animal Welfare League.

6.5 Exemptions

The Act does not apply to dogs owned by or on behalf of the Crown (in the right of the Commonwealth or the State) and used for security, emergency or law enforcement purposes, eg Police Dogs, Armed Forces Dogs.

6.6 Prescribed Breeds

There are five prescribed breeds of dog which can only be kept under certain conditions (refer Dog and Cat Management Board).

These dogs are:

- American Pit Bull Terrier,
- Fila Brasileiro,
- Japanese Tosa,
- Dogo Argentina,
- Presa Canario.



7. Council's Management of Cats

According to the Australian Veterinary Association, cats are companion animals for almost a third of Australian households.

From 1 July 2018 the *Dog and Cat Management Act 1995* requires that:

- All cats, regardless of when they were born, are to be identified with a microchip.
- All cats born after 1 July 2018 are to be desexed.

Council promotes the following practices:

- Cats are to be trained to be 'home loving'.
- Owners are to contain cats and impose a night time curfew.
- Registration of cats.

Cats caught by Council in accordance with the *Dog and Cat Management Act 1995* are checked for microchip identification and if a microchip is detected the owner is contacted.

Unidentified cats are delivered to Council's local service provider(s) and are either rehomed or euthanased at their discretion.

If costs are incurred by Council's local service provider for boarding cats that are seized while trying to locate the owners, the local service provider will recoup costs from the cat owner upon return.

Under the provisions of the *Dog and Cat Management Act 1995*, if a member of the public finds an unidentified cat (no collar with identification tag with contact details to determine the owner of the cat, or no microchip tattoo in the inside of the cat's ear) then they may trap this cat only if it is found on their property.

A person is not authorised to enter another person's property without the consent of the occupier or owner (in the case of Council or Crown land). If the cat is identified then it must be released.

To assist in the reduction of feral cats across the City of Burnside, residents may borrow cat cage traps. Council will then retrieve the cat and manage as outlined above.

Where it is alleged that unsanitary conditions result from excessive cats on a property Council may investigate and take the necessary steps to have the owner or occupier of the property address the unsanitary conditions.



8. Objectives / Strategies / Measures (KPI)

Objectives	Strategy	Measure
Raise awareness of the benefits of pet ownership	Promotion via Council website, publications and specific education programs / projects.	<ul style="list-style-type: none"> • Include in education material for distribution via the Council website, Burnside Focus distribution and in Council's public contact areas. • Update Council website
Encourage responsible pet ownership	Increase community knowledge of dog and cat legislative provisions.	<ul style="list-style-type: none"> • Include in education material for distribution • Update Council website
	Maximise registration of dogs.	<ul style="list-style-type: none"> • Increased number of dog registrations
	Encourage recording of cat microchip numbers as required under the Act.	<ul style="list-style-type: none"> • Increased recording of cat microchip numbers
	Promote microchipping of both dogs and cats.	<ul style="list-style-type: none"> • Include in education material for distribution • Update Council website • Explore the possibility of teaming with adjacent councils for microchipping events
	Promote desexing of both dogs and cats.	<ul style="list-style-type: none"> • Include in education material for distribution • Update Council website
	Encourage dog owners to train and socialise their dogs from an early age.	<ul style="list-style-type: none"> • Promote organisations offering opportunities for dog socialisation and training
	Provide best practice advice and tools to dog owners for managing nuisance barking or behaviour.	<ul style="list-style-type: none"> • Include in education material for distribution • Update Council website • Provide one-to-one advice as needs arise



Objectives	Strategy	Measure
Appropriately train staff	Inform and train staff regarding new legislation and future changes as they arise.	<ul style="list-style-type: none"> • Provision of training to existing staff as changes arise • New staff training on commencement
Minimise potential for dogs interference to organised sporting events	Explore on-lead dog restrictions to certain parks during times of organised sporting events.	<ul style="list-style-type: none"> • Install signage at designated parks to inform of on-lead dog restrictions during times of organised sporting events
Minimise possibilities for dog interference in designated children's playgrounds	Investigate the possibility of fencing Tusmore Wading Pool and children's playgrounds, particularly in the larger reserves.	<ul style="list-style-type: none"> • Prepare a priority schedule for fencing Tusmore Wading Pool and children's playgrounds, in the larger reserves
	Explore on-lead restrictions for 10 m around unfenced playground equipment.	<ul style="list-style-type: none"> • New signage at playgrounds and Tusmore Wading Pool
Increase provision for safe, enclosed dog exercise areas	Explore location(s) for a new fenced dog exercise park.	<ul style="list-style-type: none"> • Identify potential location(s) for a new fenced dog exercise park
Reduce dog faeces in public areas	Increase number of dog-bags and bins in strategic locations such as popular walking trails, footpaths and parks.	<ul style="list-style-type: none"> • New bins at popular dog walking locations (eg exit and entry points of walking trails) • New signage relevant to the requirements in parks and public areas
Reduce the number of dogs wandering at large	<p>Educate and inform the community regarding council policies and operational procedures on dogs wandering at large.</p> <p>Educate and inform the community regarding the potential dangers and hazards to animals of fireworks, storm conditions and certain events.</p>	<ul style="list-style-type: none"> • Recorded decrease in dogs wandering at large incidents
Reduce dog barking nuisance	<p>Promote information on dog barking nuisance policies and operational procedures.</p> <p>Provide a list of animal behaviourists who can assist dog owners with solving problems.</p>	<ul style="list-style-type: none"> • Include in education material for distribution via the Council website, Burnside Focus and in Council's public contact areas

Objectives	Strategy	Measure
Reduce the time and cost associated with the management of lost and found dogs	Provide temporary short term detention facility for lost dogs.	<ul style="list-style-type: none"> • Maintain facility
Improve incident and complaint recording records and system	Revise existing incident and complaint recording system to record, with easy retrieval, details of the nature, type and severity of the incident or complaint (eg animal to animal, or animal to human, or animal to property).	<ul style="list-style-type: none"> • Accurate and detailed reporting and statistics of incidents and complaints
Incorporate the needs of pet owners in urban planning and open space planning	Consideration in all urban planning and open space planning reviews.	<ul style="list-style-type: none"> • Increased provision for pet needs in documents governing future planning of urban development and open space areas
Reduce the number of cats wandering at large	Promote the keeping of cats inside at night. Promote containment of cats on owners property. Educate and inform the community regarding benefits of containment of cats on owners property.	<ul style="list-style-type: none"> • Include in education material for distribution via the Council website, Burnside Focus and in Council's public contact areas • Recorded decrease in complaints about cat nuisance.
Reduce the number of feral cats / unowned / wandering cats and loss of wildlife	Make cat cage traps available for residents to borrow to catch feral cats (which would then be handled by Council).	<ul style="list-style-type: none"> • Promote via Focus and Council website, the availability of cat cage traps for residents to borrow to catch feral cats



9. Appendix

9.1 References

- *Dog and Cat Management Act 1995*
- *Local Government Act 1999*
- *Public and Environmental Health Act 1987*
- Council's By-Laws No 1 – Permit and Penalties
- Council's By-Laws No 5 – Dogs
- Councils Policies & Procedures
- *Development Regulations 2008*

9.2 Stakeholders

- The Dog & Cat Management Board
- Animal Welfare League (AWL)
- Royal Society for the Prevention of Cruelty to Animals (RSPCA)
- Australian Veterinarian Association (AVA) – PetPep Program
- South Australian Canine Association (SACA)
- Delta Society – Delta Dog Safe Program
- Local Animal Clubs
- Animal Owners



Item No: 13.2
To: Council
Date: 28 July 2020
Author: Chris Cowley – Chief Executive Officer
Subject: CHIEF EXECUTIVE OFFICER REPORT – JUNE 2020
Attachments: A. Reports to Council (including forward agenda) – July 2020
Finance Report now provided under separate cover.
Prev. N/A
Resolution:

Officer's Recommendation

That Council:

1. Receive and note the June 2020 – Chief Executive Officer Report.
 2. Conduct an ordinary meeting monthly, on the fourth Tuesday of each month, for a trial period until the remainder of 2020, commencing from 25 August 2020 (with the exception of December 2020 and January 2021).
 3. Hold the December 2020 Council meeting on Tuesday 9 December commencing at 7 pm.
 4. Hold the January 2021 Council meeting on Wednesday 27 January 2020, commencing at 7 pm.
 5. Conduct an informal gathering / workshop on the second Tuesday of each month commencing at 6pm and concluding no later than 8.30pm (with the exception of December 2020 and January 2021).
 6. Make any necessary changes to the Code of Practice – Access to Meetings and Documents (Code of Practice) and local meeting procedures as needed to reflect the above.
 7. Note that Workshops will continue to be held where possible via Zoom / Video Conference mode and that urgent workshops can be scheduled at other times during the month as needed and requested.
 8. Extend the Heritage Reference Group convened through resolution in September 2019, for an initial trial period of 12 months, for a further six month period given the recent COVID-19 meeting restrictions, with the results of the trial reported to Council.
-

Purpose

1. To provide Council with a report of key activities and issues, aligned to Council's Strategic Plan '*Be the Future of Burnside 2025*', undertaken by the Chief Executive Officer (CEO) in June 2020.
2. To provide Council with a list of reports which have been requested by Elected Members and the status of those reports as well as a list of reports that may be presented to Council in the next two months.

3. To provide Council with an update on key strategic projects, significant operations and deliverables for the organisation.
4. To provide Council with an update on the actions undertaken by the CEO in light of the current COVID-19 (coronavirus) pandemic and plans to place to comply with Federal and State Government directives and best practice infection control / health and safety.
5. To seek Council's endorsement of meeting times for ordinary Council Meetings and establish a rolling workshop and briefing schedule to aide in the delivery of those meetings.
6. To seek Council's endorsement to extend the current trail period of the Heritage Reference Group.

Strategic Plan

1. The following Strategic Community Plan provisions are relevant:

"Delivery of good governance in Council business"

"A financially sound Council that is accountable, responsible and sustainable"

"An empowered Council and Administration that is visionary and innovative in meeting community needs"

Communications / Consultation

2. Communication has been undertaken with internal staff and with external organisations as described in the body of the report.

Statutory

3. The following legislation is relevant in this instance:

Local Government Act 1999

Policy

4. There are no policy implications with the recommendation. Changes will be made as required to meeting procedures. As a trial is being proposed there is no need to undertake a community consultation process.

Risk Assessment

5. There are no risks associated with the recommendation.

CEO Performance Indicators

6. At the time of writing this Report the CEO Performance Indicators for 20/21 had not been set.

Finance

7. The Administration is currently performing all end of financial year procedures, awaiting subsidiary results and processing all remaining invoices. Therefore there is no Finance Report provided for June 2020.
8. A complete Finance Report will be prepared and included in the next possible Council Agenda, likely in August 2020.

Procurement Dispositions > \$100k

7. In accordance with the Procurement Policy, the Office of the CEO is required to notify Council of any Procurement dispensations approved over \$100,000.
8. The Procurement Framework requires that all purchases over \$100,000 be undertaken through a Select Tender process.
9. The Procurement Framework requires that Council undertakes an Open Tender for projects amounting to over \$200,000 (cumulative).
10. Council did not seek any dispensations requiring reporting to Elected Members in June 2020.

Confidential Items Released

11. There were no orders revoked under CEO delegation during the month of June 2020.

Discussion*Monthly Activity*

12. The CEO attended the following meetings in June 2020:
 - 12.1. Weekly meetings with Mayor Monceaux to discuss general Council business;
 - 12.2. Attended an internal Planning Reforms Steering Committee meeting;
 - 12.3. Met with a resident to discuss cycling promotion matters;
 - 12.4. Attended a Kensington Gardens Reserve Project Steering Committee meeting;
 - 12.5. Took part via Zoom in an Elected Member workshop regarding the Laurel Avenue nursery site;
 - 12.6. Took part via Zoom in an Elected Member workshop regarding the Budget for 20/21;
 - 12.7. Attended the June Audit Committee meeting;
 - 12.8. Took part, via video conference, in a meeting of the Brownhill Keswick Creek Owners Executive Committee;
 - 12.9. Attended the June Council meetings;
 - 12.10. Chaired a meeting of the WHS Committee;

- 12.11. Regular huddle meetings with senior staff to discuss matters relating to COVID-19;
- 12.12. Met with various Elected Members 1:1 to discuss Ward matters and items of concern;
- 12.13. During the month of June the CEO continued to commit to attending via video all briefings regarding COVID-19 facilitated by the Local Government Association (LGA) and / or State Government officials including SA Police and Cabinet Members including the Premier;
- 12.14. Met with McArthur Consulting to discuss formulation of CEO KPIs for the new financial year;
- 12.15. Attended a meeting of the Eastern Region Alliance (ERA) Mayors and CEOs group;
- 12.16. Attended a meeting of the Eastern Region Alliance (ERA) CEOs group;
- 12.17. Attended a Highbury Landfill Authority Board Meeting;
- 12.18. Attended an ERA Water meeting of Mayors and CEOs facilitated by the Town of Walkerville;
- 12.19. Met with the CEO of Campbelltown City Council to discuss general matters of concern to each council;
- 12.20. Attended the virtual LG Professionals SA Awards Viewing Event;
- 12.21. Attended an internal meeting to evaluate tenders received for the Representation Review to be conducted this financial year; and
- 12.22. Attended, with Mayor Monceaux, a meeting hosted by the State Government to discuss Phase Three of the Planning and Design Code, particularly the Character Area Overlay

Reports Outstanding List

13. The Reports Outstanding List is contained in Attachment A.
14. As at the conclusion of the Council meeting held on 14 July 2020 there are 23 reports to be presented to Council, requested through resolution and which will be presented as soon as information becomes available or as scheduled.

Human Resources

15. As 23 July 2020, the current Full Time Equivalent (FTE) staff count is 163.82 FTE.
16. There are four of these positions vacant/available. The positions vacant/available and their current status is as follows:

Position	Status
Administration Officer Community Engagement (Maternity Leave)	Recruitment for this position has now commenced.
Coordinator Environmental Assets	Recruitment for this position will be reviewed in line with COVID-19 activities and operational requirements.
Customer Service/Aquatic Programs Officer (FTE 0.5)	Recruitment for this position will be reviewed in line with COVID-19 activities and operational requirements.
Library Customer Service Officer (FTE 0.8)	Recruitment for this position will be reviewed in line with COVID-19 activities and operational requirements.
<p>As restrictions start to ease, the recruitment and selection processes for the above, including review of position description and Council's requirements, will be evaluated and commence where possible.</p> <p>Relevant acting arrangements are in place to ensure adequate coverage.</p>	

Work Health and Safety (WHS)

17. Council is continuing to work on the actions contained within the agreed 2020 WHS and Risk Management Action Plan. Work is continuing to be undertaken to ensure worker health and safety is maintained as COVID-19 restrictions are eased as part of the resumption of Council services and return to work arrangements ceasing.

Notifiable or Dangerous Incidents (as defined by WHS Act)

18. Nil to report.

Insurance Issues

19. Nil to report.

Risk Management Issues

20. COVID-19 Response

- 20.1 Executive and the Leadership Team have continued to meet regularly to discuss and continue implementing business continuity arrangements in response to the virus. Actions to support the creation and implement the Return to Work plan have been undertaken in conjunction People and Innovation Team.
- 20.2 In addition a Return to Work plan for employees has been endorsed and circulated, allowing for a staged and structured approach and phasing back of staff working remotely / from home. As of 23 July 2020 almost all of Council's employees have returned to usual working arrangements.

Other updates and information

Kensington Gardens Reserve South-East Corner Redevelopment

- 21. Council's selected project consultants, Southfront, are nearing completion of the detailed design and tender drawings. A thorough assessment of potential tree and vegetation impacts has been undertaken and a tree management plan has been prepared by Council's contract arborist. This plan formed the basis of a suite of drawings that will be used by the project delivery team to establish and maintain appropriate tree protection controls during the upcoming construction phase.
- 22. Development approval for the redevelopment was granted on 10 July 2020. The documents lodged as part of the Development Application in April 2020 for this project included the Tree and Vegetation Management Plan, and the arborist's Regulated Trees Assessments.
- 23. An Information Document providing a detailed update of the progress of this project was distributed to Members in July 2020. As part of this update, an invitation was extended to all Members to attend a site visit in August 2020.
- 24. The project is scheduled to go to open-market tender in the coming weeks with subsequent commencement of construction scheduled for the first quarter of 2020/21.
- 25. A combination Kurna smoking ceremony / sod-turning / community information event will be held prior to the full commencement of construction. In addition to its significance from a Kurna cultural perspective, this event will generate anticipation for both the redevelopment as well as our broader, emerging reconciliation efforts. Invitations will be extended to all Elected Members and officials in the community.

Maqill Road Redevelopment

- 26. Design is currently 90 per cent complete and the Department of Planning Transport and Infrastructure (DPTI) final review process is anticipated to be completed by the first quarter of 2020/21.
- 27. Discussions with lobbyists continue to ensure regarding opportunities to accelerate delivery of this project with government / grant funds.
- 28. There have been no other significant updates since May 2020.

Response to State Planning Reforms

29. The DPTI has advised that the City of Burnside's Statement of Intent for the Local Heritage Transition Development Plan Amendment is currently being reviewed by the State Planning Commission and their Heritage Advisory Committee.
30. There have been no significant updates since June 2020 in relation to Council's proposed Historic Area Overlay Code Amendment or possible Character Area Overlay Code Amendment.

Laurel Avenue Community Garden

31. In line with Council resolution C12596 on 23 June 2020, work has commenced on the Laurel Avenue community garden and made road closure project. \$200,000 has been allocated to this project by Council from the City of Burnside's Federal Local Roads and Community Infrastructure Program allocation.
32. The first community reference group session will be held on 27 July 2020. A total of 55 residents who expressed interest in participating have been invited to attend and share their ideas for the garden.
33. A concept design will be developed in August 2020 and presented to the reference group for further feedback, prior to community consultation in October 2020. It is intended that the concept design and results of community consultation will then be presented to Council in December 2020.

Portable Pump Track

34. The pump track moved to the tennis courts at Newland Park on 15 June 2020, where it will remain until 14 September 2020. This location has proved to be popular with families and children of varying ages.

Regional Wheel Park

35. In line with Council Resolution C12223, discussions between regional Councils are continuing on the idea of a regional wheel park. Advice received from Campbelltown City Council and the City of Adelaide is that they are keen to continue working with the City of Burnside on a regional wheel park, however, it is expected to be a long term opportunity, rather than immediate.
36. Campbelltown City Council commenced discussions with UniSA regarding land on St Bernards Road, and have reported that University staff were receptive to the initial discussions and are open to ongoing dialogue with respect to the future use of land.
37. However, discussions are on hold as a result of the COVID-19 restrictions and the University's other priorities at this time. In addition, Campbelltown City Council is currently developing a master plan for their own youth facility, including a skate park, at Paradise.
38. The City of Adelaide had previously advised that the Adelaide Park Lands Management Strategy supports the establishment of a medium multi-purpose youth hub in King Rodney Park / Ityamai-itpina (Park 15), the site of the existing temporary skate facility on Wakefield Road. Options for the future use of this facility was intended to be considered by the Adelaide Park Lands Authority and Council Members in late 2020, however, COVID-19 has caused some delays as well as financial challenges.

39. In addition, the City of Adelaide is progressing with development of a new skate park in Gladys Elphick Park / Narnungga (Park 25), near West Terrace.
40. Further updates on ongoing discussions with all regional Councils will be provided in future CEO Reports to Council.

Conyngham Street

41. The newly redeveloped 'The Shed' site at Conyngham Street is now operational. The depot and biodiversity nursery operations have commenced while the community garden program kicked-off on Wednesday 15 July 2020, with over 25 volunteers participating in a working bee.
42. Council Men's Shed program has recommenced and a facilitator has been recruited to run a new Women's Shed program, scheduled to start in early August 2020 as part of Council's Commonwealth Home Support Programme activities. In addition, a new Community Shed program will also start that month, where both men and women are welcome to attend.
43. An opening ceremony is being planned for 'The Shed' in September 2020 and Elected Members will receive formal invitations.

Council Meeting Frequency

44. In order to move to an improved and more structured and planned model of Council meetings and governance it is proposed to undertake a trial of monthly ordinary meetings for the remainder of the year.
45. As part of this approach it is still proposed that the Council meet once a month in advance of these meetings in a workshop / briefing setting with the purposes of reviewing significant topics coming to the next meeting of council, conducting deep dives on these areas and in depth discussions / workshopping. It is believed that this will save on unproductive meeting time and improve efficiency and debate during meetings.
46. Similar models are used in a host of other councils in South Australia.
47. The current schedule does not provide ideal time between meetings to commence execution of Council decisions, review and prepare robust reports and provide for the required due diligence for each meeting.
48. Additional increases in productivity could be expected as there would be more time in between Council meetings for staff to undertake core work for the ratepayers and not be required to author, edit and review reports for Council.
49. There are no evident risks with this suggestion given that the frequency still complies with legislation. This will also be formally reviewed with the Code of Practice for meetings in coming months and provides a good opportunity to explore this governance and service model.

Heritage Reference Group

50. At the meeting held 10 September 2019 Council resolved (C12249):
1. *That the Report be received.*
 2. *That an informal Heritage Reference Group be convened by the Administration with the purpose of providing a forum for the discussion and exploration of ideas to conserve, enhance and promote the City of Burnside's heritage and history.*
 3. *That the Heritage Reference Group be convened for a trial period of 12 months, with the results of the trial reported to Council.*
 4. *The group to include at least two 'Non-Elected Member' residents from the City of Burnside with suitable knowledge, expertise and understanding of heritage.*
51. Following a successful inaugural meeting the group was unable to meet as anticipated due to the COVID-19 health pandemic and related meeting restrictions. The group has reconvened in July 2020 and to ensure it is able to function as intended and for the period of time resolved by Council an extension for six months is being sought. This will allow the group to discuss upcoming local matters of interest and assist in evaluation of the trial.

Miscellaneous

'Open Your World' State Government Grants – two submissions made

52. Non-Government Organisations and Local Government are eligible to apply for individual grants of between \$10,000 and \$100,000 to help improve physical, social and mental wellbeing across the community.
53. The grants program is part of the State Government's ground-breaking new wellbeing strategy, Open Your World, launched to provide further support to South Australians after an unprecedented start to 2020. The two applications lodged and respective programs are detailed below:
- 52.1 The MEND Program aims to provide a holistic approach to improve the mental health and wellbeing of our community, especially those impacted by COVID-19. The program will deliver a range of positive activities, both theory and practical based to improve mental health, increase physical activity and capitalise on the existing environment of the City of Burnside (use of parks, open space and community etc.).
 - 52.2 The City of Burnside, in partnership with the Eastern Health Authority (EHA) Councils, recently submitted a grant to the State Government developed around implementing the regional EHA Regional Public Health and Wellbeing Plan. The grant submission focuses on developing active regional connections through the mapping of key open space and recreational areas across the region, including relevant infrastructure, harmonised with key cycling and walking routes.

Waterfall and Chambers Gully Bus Service Proposal

54. Council had previously applied for State Government funding, through the economic stimulus packages being made available to entities, for this initiative which was previously a resolution of Council in terms of exploring modes of funding. Unfortunately this was unsuccessful on this occasion. However, given the Local Road and Community Infrastructure Program and associated funding outlined in the previous CEO Report to Council, priority will now be given to a revised project to offer additional car parking at Chambers Gully and relieve pressure and congestion at this location.

Reports – Requested To Be Presented To Council (July 2020)

NO	MTG DATE	SUBJECT	OFFICER	TARGET DATE	STATUS
1.	10/5/16	Eastern Region Alliance Strategic Plan (C10640) – That the ERA Mayors and CEO Group provide 6 monthly reports to all ERA Councils on the activities of the Eastern Region Alliance in respect to resource sharing, regional collaboration and any other activities relevant to the ERA Strategic Plan.	CEO	Sep/Oct 2020	On track. Last report was provided to Council in April 2020.
2.	28/11/17	Dulwich Community Centre (C11510) – That the Administration provide a further report to Council, following the endorsement of the revised Connected Community Strategy and Action Plan, which is to recommend a process for continuing the matter, including re-engaging the community to determine a preferred position and a definitive outcome.	GMUC	Dec 2020	Workshop (on site) now scheduled for August 2020 – post COVID-19. Revised Project Plan adopted by Executive in May 2020.
3.	29/1/19	Subsidiary Financial Information (C11911) – That the Administration request the approved forecast capital and operating costs (over the project life) for the ERA Water Project and the Brownhill Creek Project, with the information to be provided to Council in the March CEO report.	OCEO	Jun 2020	<p>The Q2 Report was presented to Council at the 14 April 2020 meeting. A revised LTFP consistent with the Q3 budget review (yet to come to Council) is being prepared.</p> <p>This is an ongoing matter with the budget for 2019/20 not adopted by the Audit Committee or Council. The Director attended the May 2020 Audit Committee meeting.</p> <p>Council has now approved the 20/21 BHKC budget at the meeting held 14 July 2020.</p> <p><u>Council has not as yet been provided with the Long Term Financial Plans/ costs over the project life for ERA Water or BHKC.</u></p>

NO	MTG DATE	SUBJECT	OFFICER	TARGET DATE	STATUS
4.	30/4/19	Report On Initiatives to Promote the Maintenance and Retention of Significant Native Trees on Private Property (C12049) – That, if adopted in the 2019/20 ABP and Budget, the Native Tree Program be trialled for a period of 12 months, with a report to come back to Council.	GMUC	Dec 2020	On track. This target date has shifted from July 2020 given the delay and extension of the Native Tree Program as advised to Council.
5.	13/8/19	Civic Centre Site – Proposed Community Engagement Plan (C12216) – That, following the community consultation period, a report be provided to Council summarising the results from the engagement process and recommending next steps.	GMUC	Oct 2020	Workshop to occur in Sep 2020. Report to come to Council in Oct 2020. Community engagement results have been received.
6.	10/9/19	Establishment of Local Heritage Reference Group (C12249) – That the Heritage Reference Group be convened for a trial period of 12 months, with the results of the trial reported to Council.	GMUC	Nov 2020	On track. Meeting of group has been delayed due to COVID-19. <u>It is now proposed to move this item to March 2021 in line with the proposal to extend the trial time of the group given COVID-19 restrictions.</u>
7.	24/9/19	Climate Change – Council Actions for Adaption and Mitigation (C12266) – That a Report be presented to Council in six months which addresses progress with the current projects and initiatives includes in the Report. In addition C12267 requires the Administration to monitor and provide an annual report to Council on performance in relation to climate change adaptation and mitigation. <u>NB – Next Canopy Action Plan report due September 2020.</u>	GMUC	Sep 2020	On track. A report to address C12266 was included on the agenda for the 14 April 2020 meeting. Annual Report to be provided in Sep 2020 in line with C12267. CEO has requested the Executive to prepare a EM Roadmap regarding the Climate Change Declaration and future pathways for Council.
8.	28/1/20	Initiatives for Utilising RFID Technology in Kerbside Bins – Appropriate Diversion of Waste (C12427) – The results of the three stage trial focused on non-recyclable materials in recycling bins, to be provided to Council in the next annual Kerbside Waste and Resource Report (2019/20 Financial Year) scheduled for September 2020.	GMUC	Sep 2020	On track. There may be potential delays to the trial due to COVID-19.
9.	11/2/20	Canopy Action Plan – Annual Progress Report (C12446) – Request that a report to Council on the Canopy Action Plan be provided every six months.	GMUC	Sep 2020	On track. Note number seven above.

NO	MTG DATE	SUBJECT	OFFICER	TARGET DATE	STATUS
10.	28/1/20	Support and Promotion of Music and Buskers within the City of Burnside (C12429) – That a Report be presented to Council in 12 months' time outlining the success and uptake of the busking permit system and policy.	GMUC	Jan 2021	On track.
11.	25/2/20	Regal Theatre Conservation Management Plan (Precinct Master Plan) (C12455) – Presentation of a Master Plan to Council following community consultation.	GMUC	Dec 2020	On track.
12.	March 2020	Community Funding, Sponsorship and Donation – Report to be presented that will seek confirmation around specific 'themes' to be incorporated into the funding of community programs and sponsorship during the 2021/22 financial year, allowing for a full roll out of the initiatives and intentions of the documents attached to the Report of 10 March 2020. .	GMUC	Nov 2020	On track.
13.	24/3/20 – adjourned to 14/4/20	Update on Regional Wheel Park Discussions with neighbour Councils (C12497) – Discussions to continue with the City of Adelaide, Campbelltown City Council, City of Norwood Payneham and St Peters and the City of Unley on potential locations for an Eastern Region wheel park, including potential support and funding, noting the varying degrees of interest to date with a report back to Council when able to do so on any significant progression.	GMUC	Dependent on discussions occurring cross-council.	On track. Discussions continuing.
14.	28/4/20	Tusmore Park Wading Pool Community Consultation – Summary and Outcomes (C12523) – That Council engage a design consultancy to commence work on concept design options and cost estimates for the refurbishment of the Tusmore Park wading pool, to be completed in 20/21, with the final design to be presented to Council prior to works being delivered in 21/22 and following community consultation.	GMUC	Nov 2020	On track.
15.	28/4/20	Beulah Park Traffic Control and Monitoring (C12533) – A Report to be provided to Council within 6 months commencement of the DPTI upgrade project outlined, detailing the results of traffic monitoring and impact on local traffic characteristics.	GMCD	Dec 2020	On track. Pending DPTI project works commencing.
16.	28/4/20	Old Collegians Rugby Football Club Inc. – Financing Of Clubroom Refurbishments (C12535) – A further Report for Council consideration to be submitted once the various Recommendation Items as per the Resolution have been completed	GMUC	Aug 2020	On track. Update provided to Elected Members via email in May 2020.

NO	MTG DATE	SUBJECT	OFFICER	TARGET DATE	STATUS
17.	12/5/20	Parkrun Event Proposal/Concept for Kensington Gardens Reserve (C12554) – That Council receive a Report with the results of the feasibility analysis on the two sites outlined in the Resolution, along with recommended next steps including community consultation.	GMUC	Aug 2020	On track. Refer information in CEO Report 26 May 2020. Potentially could take additional time if data required during sporting / club training and seasons.
18.	12/5/20	Preservation, Repair, Maintenance and Potential Further Development of Understorey and Ornamental Plantings and Gardens across Council (C12560) – That a 3-year Horticultural Planting Plan/Strategy for understorey and ornamental plants, (separate from Biodiversity sites) be developed for the City of Burnside. That the resultant Report to Council address service levels, priority sites, habitat, cost impacts and alignment with Councils policies and objectives, and be presented to Members at a Workshop in November 2020 prior to finalisation for submission to Council by February 2021.	GMUC	Feb 2021	On track.
19.	26/5/20	Pembroke School, Kings Campus – Review of traffic initiatives following completion of trials (C12568) – That a Report be provided at the end of November 2020, after further post COVID-19 monitoring, covering the changed conditions in Shipsters Rd, Oval Tce and Park Rd (west), a traffic assessment of this area including traffic speeds and volumes and the results of consultation with all affected stakeholders.	GMCD	Nov 2020	On track.
20.	26/5/20	Community Grants and Funding 2020/21 Program (C12569) – That Council receive a report by November 2020 on how public funds were spent in 19/20 and whether funded organisations achieved what the Council aimed to achieve.	GMUC	Nov 2020	On track.
21.	23/6/20	Appointment of a Presiding Member by Council Assessment Panel Selection Working Party (C12595) – Provision of Report to Council with preferred candidate following selection process.	OCEO	Aug 2020	On track. Interviews scheduled for 27 July 2020.
22.	14/7/20	Establishment of Selection Panel to Appoint an Independent Member to the City of Burnside Audit Committee (C12607) – Provision of Report to Council with preferred candidate following selection process.	OCEO	Sep 2020	On track. Advertising to occur from 27 July 2020.
23.	14/7/20	Waste Management – Residential Apartments (C12608) – Provision of Report in accordance with this resolution and in collaboration with East Waste.	GMUC	Oct 2020	On track. Meeting has been arranged with East Waste GM to commence discussion.

Future Agenda Items (additional to the above made through resolution and subject to change – Reports initiated by Administration)

August to September 2020

- Council Awards Proposal (following survey to be distributed)
- BHKC Board Member appointments
- Environmental Biodiversity Policy
- Code of Practice – Meeting Procedures
- Council Assessment Panel – Annual Review of Delegations
- Planning Reform / Heritage DPA (TBC)
- Telstra proposal for Kensington Gardens (pending information from Telstra)
- Appointment of Audit Committee Member following selection process (Independent)
- Policy Review (following Audit Committee consideration)
 - Ward Forums
 - Council Working Party
- Annual Review – Internal Audit Plan- following August Audit Committee meeting
- BRSI Constitution Review (following workshop)
- EM Policy and Dealing with Disruptive Behaviours Policy
- Haslam Oval (awaiting information from Pembroke)
- Financial Management Policies (Prudential and Taxation)
- Bushfire Hazard Management Policy
- Kerbside Waste Management Update – annual
- Glen Osmond Road – PLEC application (powerlines)
- Discretionary Rate Rebate Policy (post August Audit Committee)
- Regulated and Significant Trees Assistance Policy
- Carbon Offset Scheme Report – following Executive Meeting discussion internally
- Community Land Registers
- CCTV and Privacy Policy
- Street Numbering Policy – Post Audit Committee Meeting in August
- Sports and Recreation Strategy pre public consultation

Item No:	13.3
To:	Council
Date:	28 July 2020
General Manager and Key Contact:	Chris Cowley – Chief Executive Officer
Subject:	PARTICIPATION IN SMALL BUSINESS FRIENDLY COUNCIL INITIATIVE
Attachments:	A. Small Business Friendly Council Initiative Correspondence to CEO and Charter
Prev. Resolution:	Nil

Officer's Recommendation

That Council participates in and becomes a signatory to the Small Business Friendly Council Initiative and commits to the Charter as part of its support towards small business in the City of Burnside.

Purpose

1. To provide Council with information on the Small Business Friendly Council (SBFC) Initiative and seek its commitment to partake in this initiative.

Strategic Plan

2. The following Strategic Plan provision is relevant:
"A range of businesses and organisations that increase vitality and wealth in the City"
3. The value of participating in this program directly aligns with both of City of Burnside's previous and current 'draft' Strategic Plan out for community consultation with regards to support for small businesses and council's role in this regard.

Communications/Consultation

4. The following communication / consultation has been undertaken:
 - 4.1 Communication received from the Small Business Commissioner John Chapman following a presentation to the Council in early February 2020.

Statutory

5. The following legislation is relevant in this instance:
Local Government Act 1999

Policy

5. The following Council Policy is relevant in this instance:

Procurement Policy

Risk Assessment

6. The risk of not endorsing this initiative is that small business owners may not feel supported or able to receive appropriate assistance from their local council which may adversely impact on their relationship with the City of Burnside and the local economy. This is particularly important in the context of COVID-19 and the role the sector should play with respect to engaging with and fostering small business activity and maintaining economic stimulus.

CEO Performance Indicators

7. At the time of writing this report the CEO's Performance Indicators for the 2020/21 financial year had not been set.

Finance

8. There are no additional financial resources required to participate in this initiative. Officers will complete the SBFC Initiative progress report biannually, using the online reporting tool. Staff will also create marketing collateral and promote the initiative through the City of Burnside communication and engagement platforms.

Discussion

9. The SBFC Initiative has been developed by the Office of the Small Business Commissioner with the support of the Local Government Association of South Australia.
10. The initiative was created to enhance engagement between Councils, the Office of the Small Business Commissioner, and small businesses across South Australia and to simplify interactions between them.
11. Since its launch in August 2017, the SBFC Initiative has signed 33 out of 68 Councils in SA, with the most recent council being the City of West Torrens.
12. The benefits of the SBFC Initiative include:
 - 12.1 building stronger, more productive relationships between council and small business;
 - 12.2 building vibrancy in the community;
 - 12.3 supporting council's local economic area, including job opportunities; and
 - 12.4 meeting the needs of ratepayers for local goods and services.
13. This initiative also supports councils and the Office of the Small Business Commissioner in the following ways:

- 13.1 It allows information sharing across participating councils which helps assist councils to further support the small businesses in local areas;
 - 13.2 It minimises council's involvement in disputes that are lodged with the Small Business Commission (SBC) because of its close working relationship with participating councils which enables an agreed outcome between the small business and the council early on in the dispute process; and
 - 13.3 It assists the SBC to create tailor-made workshops for participating councils based on the information provided in the annual reports. The purpose of these workshops is to educate and inform councils to help them build a strong and vibrant small business community.
14. The initiative asks Councils to sign a Charter Agreement (Refer Attachment A) outlining five required initiatives and an additional three City of Burnside initiatives (at least).
 15. The five required initiatives are as follows, noting Council may already be 'active' in these areas:
 - 15.1 implementing activities to improve the operating environment for small business within Council's area;
 - 15.2 establishing a business advisory group (if one does not already exist) to assist Council's understanding of small business in its area;
 - 15.3 implementing a procurement policy which recognises and supports local small businesses wherever possible;
 - 15.4 paying undisputed invoices from small businesses within 30 days; and
 - 15.5 implementing a timely and cost-effective dispute resolution process to manage disputes.
 16. Council addresses all five required initiatives through its participation with Propel SA, Eastern Region Alliance discussions and Council's organisational and financial policies.
 17. Councils are also required to identify and implement at least three additional initiatives each year to support local small business. These may include initiatives already being implemented.
 18. The City of Burnside has endorsed, and will report on, the following projects in 2020/21 which will support local small businesses:
 - 18.1 the redevelopment of the Magill Road precinct;
 - 18.2 the introduction of parking permits for businesses situated along Fullarton Road; and
 - 18.3 continued funding of Propel SA (\$45k in 2020/21). Propel SA supports small businesses by providing business advice, networking events and mentoring services.

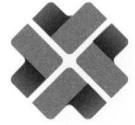
19. In addition, as part of its commitment to local business support and engagement, the City of Burnside will be partaking, following a meeting held recently with the CEO and HWR Media, in an annual community directory (in print and online form); providing an advertising opportunity for all businesses in the City and an educational tool to increase awareness of local suppliers in the region.
20. The City of Burnside is also one of only two Metropolitan Councils without a differential rate on commercial properties, which further supports small businesses.
21. Opportunities will also result with respect to networking, examination of success stories and case studies and potential in future years to focus on supporting startups and synergies with council's circular procurement endeavours. *Conclusion*
22. It is recommended that Council endorse the Small Business Friendly Council Initiative to attest to and demonstrate its commitment supporting small business owners and the local economy and in turn showcasing the best of local products and services and allowing for an opportunity for business to network with each other and the community.

SBC202000736

SCANNED

25 FEB 2020

BFCM
ID:



Small Business
Commissioner

SOUTH AUSTRALIA

Mr Chris Cowley
Chief Executive Officer
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Dear Mr Cowley *Chris*

Small Business Friendly Council Initiative

Thank you for the opportunity to present at the Council meeting held on 11 February 2020.

As discussed, the Small Business Friendly Council (SBFC) Initiative provides Council with a framework which will support and assist small business in your local community.

I understand that you are now preparing a paper for Council to consider in relation to arrangements to support small businesses operating within the City of Burnside.

Please find enclosed the following documents relating to the SBFC Initiative:

- Initial letter sent to Mayors and CEOs of councils in South Australia dated 27 September 2017;
- SBFC Initiative Brochure;
- SBFC Initiative Charter for signing.

Participating councils are required to work towards meeting the five required initiatives listed at paragraphs 4 to 8 in the Charter, as well as three additional initiatives as set out under paragraph 9 of the Charter.

There is no cost to Council for signing up to the SBFC Initiative.

Please do not hesitate to contact Ms Stephanie Burke, Project Manager & Policy Analyst, on 8303 2037 or stephanie.burke@sa.gov.au if you have any queries in relation to the SBFC Initiative.

I would welcome the City of Burnside becoming a signatory to this worthwhile initiative.

Yours sincerely

John Chapman
Small Business Commissioner

20/2 February 2020

INFORM | MEDiate | ADVOCATE



Government
of South Australia

Senator the Hon Sean Edwards MP
Chair
Senate Economics References Committee
PO Box 6100
Parliament House
Canberra ACT 2600

Via email: Economics.Sen@aph.gov.au

Dear Senator Edwards

Inquiry into the Treasury Legislation Amendment (Small Business and Unfair Contract Terms) Bill 2015 [Provisions]

I refer to a letter from your committee secretariat dated 14th August 2015 and thank you for the opportunity to comment on the exposure business to business unfair contract draft legislation.

From the outset, as South Australian Small Business Commissioner, I welcome this initiative to protect small business from unfair contractual practices. The initiative is long overdue and of considerable importance to small business. Accordingly, it is essential that the initiative is properly drafted and implemented.

In that regard, my very serious concern is that the threshold levels used in the initiative are far too low and will not assist some small businesses which by their nature are required to operate in contractual areas above the thresholds proposed. The very low thresholds are extremely artificial and totally unjustified given that they will operate to exclude a very large number of contractual situations involving small businesses. This will substantially lessen the beneficial impact and benefit of the initiative to small businesses generally, and will deny a very large number of individual small businesses the intended benefits of the initiative.

For example, newsagents have contacted this office with concerns that the impact of the new change will be limited because of the size of the supply contracts they enter into and in some cases the number of staff employed is another restriction. To this end, the definition of 20 employees is seen as unnecessarily restrictive given newsagents often employ a significant number of part time and casual employees. I would suggest that the legislation be amended to, at the very least deal, with 20 Full Time Equivalent employees. I would also suggest that serious consideration be given to raising the number of employees to a more realistic number.

Similarly there are contractual arrangements in the hospitality and pharmacy sectors which would exceed the thresholds proposed. This is further evidence of the clear need to deal with the threshold issue in the initiative as a matter of urgency.

In terms of the thresholds, if a contract by its nature contains unfair terms, then it should be dealt with as such. An unfair term is unfair because of its nature, and excluding contracts because of an inappropriate and artificially low threshold means that unfair contract terms in those excluded contracts will continue to adversely impact on the small businesses being excluded under the initiative.

The argument that the threshold reinforces the onus on small businesses to undertake due diligence for high value transactions does not recognise the difficulty many small businesses have in dealing with legal complexity.

It also misses the very significant point that small businesses can still be victims of unfair contract terms in higher value transactions, especially where those higher value transactions are offered to the small business on a 'take it or leave basis.'

As such I would ask the Committee to give serious consideration to providing the Government with advice which recommends employment criteria be increased above 20 employees and that the financial thresholds be removed, or at the very least increased substantially to ensure that small business benefits from a genuine and long needed reform.

Should you require further information please do not hesitate to contact me on 08 8303 0927.

Yours sincerely

John Chapman
Small Business Commissioner
31 August 2015



**Small Business
Friendly Council**

AN INITIATIVE OF THE SOUTH AUSTRALIAN
OFFICE OF THE SMALL BUSINESS COMMISSIONER



**Small Business
Commissioner**
SOUTH AUSTRALIA



**Local Government Association
of South Australia**

SMALL BUSINESS FRIENDLY COUNCIL INITIATIVE



Small business owners and operators create local employment, provide essential goods and services and help create attractive, liveable communities.

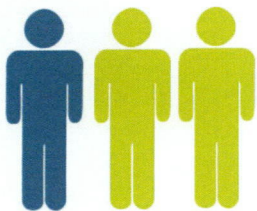
The right mix of small businesses can create a sense of vibrancy and attract people to live, work and visit.

Councils can have a significant influence over how attractive their area is for businesses to set up, and established enterprises to grow. They also play a key role in the lifecycle of a small business. Most of the interactions business owners have with government are at a local level.

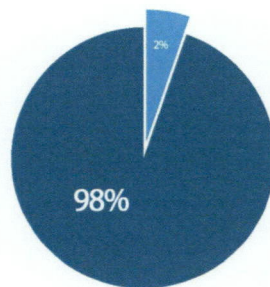
To help build stronger, more productive relationships between small business and council, the Office of the Small Business Commissioner (OSBC) has developed the Small Business Friendly Council Initiative. The Initiative aims to recognise councils that are working to support their small business communities.

Taking part in the initiative means your council has committed through the Charter Agreement to work with, and support, small businesses by adopting five required initiatives and three additional initiatives (which suit your particular council and community).

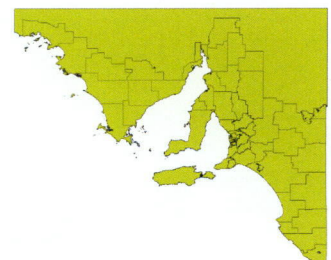
IN SOUTH AUSTRALIA...



1/3 OF THE WORKFORCE ARE EMPLOYED BY SMALL BUSINESS



98% OF BUSINESSES EMPLOY FEWER THAN 20 STAFF



68 LOCAL COUNCILS IN SOUTH AUSTRALIA

Accounting for 98% of all businesses in South Australia, small business has a significant impact on our economy.

Small business is big business!

To participate in the initiative, we ask you to sign a Charter Agreement to formally commit to the initiative and your small business community.

- COMMITMENT TO SMALL BUSINESS AND ECONOMIC DEVELOPMENT
- COMMITMENT TO CUSTOMER SERVICE
- COMMITMENT TO SIMPLIFYING ADMINISTRATION AND REGULATION

REQUIRED INITIATIVES

In response to some of the most common issues small business owners face in dealing with their Council, the Initiative involves engaging in required initiatives that include:

- implementing activities to improve the operating environment for small business within its area
- Establishing a business advisory group to assist council's understanding of small business needs in its local area
- implementing a procurement policy which recognises that local small business is a significant contributor to economic development and should be provided with fair opportunity to service council wherever possible
- adopting a policy to pay invoices from small business suppliers within 30 days
- introducing and promoting a timely and cost effective process to manage any disputes arising between your organisation and small business clients

PROMOTING

After committing to the Initiative, it's your opportunity to let everyone know that you are 'small business friendly'. You will be able to use the Small Business Friendly Council logo on your print and online publications, and display a one page overview of the Charter, personalised for your council. We will also list your council on our website and in other marketing material associated with the Initiative.

REPORTING

We understand there are many demands on your time, so reporting involves nothing more onerous than completing a simple report card twice a year.

ADDITIONAL INITIATIVES

We understand that each Council area differs in size, demographics and geography, so you can choose three additional initiatives that best suit your circumstances. These may include, but are not limited to:

- surveying local small businesses to assess their needs
- accepting online payments
- introducing deemed approvals
- simplifying processes and forms
- providing more small business information on your website
- improving communication and customer service
- encouraging 'buy local' shopping campaigns
- supporting business incubators or start-up spaces
- offering contracts to local small business suppliers
- introducing an economic development team
- facilitating small business forums and events

Your selected initiatives need not necessarily impose an additional burden on your resources. We can help you to develop ideas that will work best for your council.



THERE ARE MORE THAN 143,000
SMALL BUSINESSES



COUNCIL AND BUSINESS WORKING TOGETHER

WHY YOU NEED TO BE INVOLVED

Being small business friendly can bring many benefits for your council and your community, including:

- creating a desirable location to live and to establish a business
- supporting your local economy, including providing employment opportunities
- building vibrancy in your community
- meeting the needs of ratepayers for local goods and services
- collaborating and sharing with other small business friendly councils

YOUR NEXT STEPS

Our Small Business Friendly Council Project Manager can help you sign up to the Small Business Friendly Council Initiative and answer any questions.

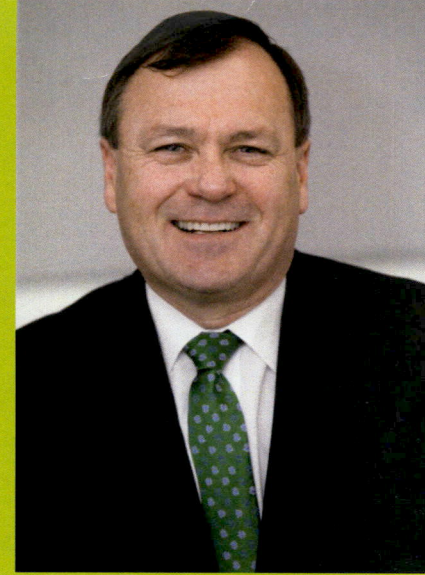
Stephanie Burke
Project Manager
Phone: 08 8303 2037
Email: stephanie.burke@sa.gov.au



**Small Business
Friendly Council**

AN INITIATIVE OF THE SOUTH AUSTRALIAN OFFICE OF
THE SMALL BUSINESS COMMISSIONER

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“A key role of the South Australian Office of the Small Business Commissioner is advocating on behalf of small business to all tiers of government. We value our relationship with SA Councils and we are keen to strengthen our engagement with this important sector.”

John Chapman
Small Business Commissioner



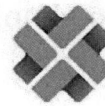
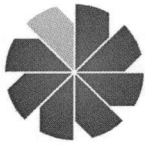
**Small Business
Commissioner**
SOUTH AUSTRALIA



**GOVERNMENT
OF SOUTH AUSTRALIA**



**Local Government Association
of South Australia**



Small Business Friendly Council Initiative Charter

Commitment to this Charter is a requirement for participation in the Small Business Friendly Council (SBFC) Initiative, and outlines what Council agrees to do to support small business in its area.

Part A: Commitment

1. Commitment to small business and economic development

Council agrees to:

- a. recognise that the small business community is an important stakeholder and will undertake regular and targeted consultation with this group;
- b. work towards understanding how its local small business community operates and its needs, goals, and key challenges;
- c. provide networking and other development opportunities for its local small business community;
- d. actively engage, where appropriate, with the Office of the Small Business Commissioner (OSBC) on matters affecting small business; and
- e. progress additional initiatives to support small business as set out in section 9 of Part C below.

2. Commitment to customer service

Council agrees to:

- a. maintain open lines of communication with small businesses through both formal and informal approaches;
- b. provide clear advice and guidance to small businesses to assist them to understand and meet their regulatory obligations, and to work with them to achieve compliance;
- c. publish clear and concise service standards which set out what small business can expect from Council;
- d. consider the needs of local small business owners for whom English is not a first language; and
- e. publish a link on its website to take small business owners to resources available on the OSBC and other relevant Government or Business/Industry Association websites.

3. Commitment to simplifying administration and regulation

Council agrees to:

- a. take reasonable action to limit unnecessary administrative burdens on small business by:
 - i. only asking for information that is absolutely necessary;
 - ii. not asking for the same information twice; and
 - iii. working collaboratively with other councils.
- b. undertake regular policy reviews to limit policy impact on small business, and to test new policies and procedures for '*small business friendliness*'; and
- c. ensure that Council officers have the necessary knowledge and skills to apply plans and regulations in a consistent manner.

Part B: Required Initiatives

4. Local government activities to support small business

Council agrees to implement activities to improve the operating environment for small business within its area. Details of these activities are to be included in Council's operational plans and strategies.

5. Business advisory group

Council agrees to establish a business advisory group (if one does not already exist) to assist its understanding of small business needs in its local area. The group should include local small business operators and members of their representative bodies.

6. Procurement

Council agrees to implement a procurement policy which recognises that local small business is a significant contributor to economic development in its area, and should be provided with a fair opportunity to provide goods and services to Council wherever possible.

7. On-time payment policy

Council agrees to work towards ensuring all undisputed invoices from small business suppliers are paid within 30 days.

8. Dispute resolution

Council agrees to implement (if it does not already have one) a timely and cost-effective process to manage any disputes it may have with small business. The process may include the referral of disputes to an independent dispute resolution service (such as that offered by the OSBC).

Part C: Additional Initiatives

9. Additional initiatives to support small business

In addition to the required initiatives set out in sections 4 to 8 of Part B above, Council agrees to implement at least three additional initiatives per year to improve the operating environment for small business within its authority as outlined in section 1(e) of Part A above.

Council may:

- a. choose its own initiatives, which may include, but are not limited to:
 - i. surveying local small businesses to assess their needs;
 - ii. accepting online payments;
 - iii. introducing deemed approvals;
 - iv. simplifying processes and forms;
 - v. providing more small business information on Council's website;
 - vi. improving communication and customer service for small business;
 - vii. encouraging 'buy local' shopping campaigns;
 - viii. supporting business incubators or start-up spaces;
 - ix. offering contracts to small business suppliers;
 - x. introducing an economic development team;
 - xi. facilitating small business forums and events.
- b. adopt initiatives within the areas recommended by the Local Government Association of South Australia as follows:
 - i. China Engagement;
 - ii. Tourism Economy;
 - iii. Minerals and Energy Development;
 - iv. Planning;
 - v. Innovation and Entrepreneurship; and
 - vi. Skilled Workforce.
- c. include its own Key Performance Indicators (KPIs) per additional initiative.

Part D: Administration

10. Progress reports

Council agrees to:

- a. provide the OSBC with annual progress reports outlining the results achieved in relation to its small business friendly activities, which will include details of both the required and additional initiatives; and
- b. forward success stories and case studies to the OSBC in relation to the SBFC Initiative for publication when requested.

11. Promotion and marketing of the SBFC Initiative

Council:

- a. agrees that its Mayor and Chief Executive Officer will make a public statement in relation to its commitment to the SBFC Initiative on its website;
- b. will be provided with a logo which it agrees to use in accordance with the SBFC Initiative Style Guide (as supplied by the OSBC); and
- c. is encouraged to promote the SBFC Initiative by displaying the approved logo on its online and printed marketing and communication materials.

12. Contact details

Council agrees:

- a. that the primary contact for the SBFC Initiative will be the Chief Executive Officer, and that a secondary contact will be nominated as the day-to-day contact.
- b. to provide the OSBC with direct contact details for the nominated contacts.

	Primary Contact	Secondary Contact
Name	Chris Cowley	
Position	Chief Executive Officer	
Phone No		
Email		
Address	PO Box 9 GLENSIDE SA 5065	

13. Acceptance

On behalf of the City of Burnside, we agree to the terms outlined in this Charter and agree to implement the SBFC Initiative.

Name	Chris Cowley
Position	Chief Executive Officer, City of Burnside
Signature	
Date	/ /

Name	John Chapman
Position	Small Business Commissioner
Signature	
Date	/ /

Item No: 13.4
To: Council
Date: 28 July 2020
General Manager and Key Contact: Martin Cooper – General Manager, Corporate and Development
Subject: BY-LAW MANAGEMENT AND ENFORCEMENT CYCLIC STATISTIC REPORT
Attachments: Nil
Prev. Resolution: C10065, 24/2/15

Officer's Recommendation

That Council:

1. Receive and note the cyclic By-Law Management and Enforcement Report
 2. Be provided with this Report on an annual basis from July 2021, in line with the financial year reporting and to enable trend data to be shown.
-

Purpose

1. To provide Council with a summary of the management and enforcement of the City of Burnside By-Laws for the period January 2020 to June 2020 with six monthly comparisons over the last two years.

Strategic Plan

2. The following Strategic Plan provision is relevant:
"Delivery of good governance in Council business"

Communications/Consultation

3. The following communication / consultation has been undertaken:
 - 3.1. Discussions with internal stakeholders including the Assets & Infrastructure, Operations & Environment, City Development & Safety, People & Innovation and Community Connections teams.

Statutory

4. The following legislation is relevant in this instance:
Local Government Act 1999
Dog and Cat Management Act 1995

Policy

5. There are no policy implications associated with the recommendation.

Risk Assessment

- 6. There are no known risks associated with the recommendation.

CEO Performance Indicators

- 7. At the time of writing this report the CEO’s Performance Indicators for the 2020/21 financial year have not been set.

Finance

- 8. There are no financial implications for the City of Burnside in respect of the recommendation.

Discussion

Background

- 9. On 24 February 2015, Council resolved (C10065), in part:

That the By-Law Management and Enforcement Report be provided to Council on a six-monthly basis.

This report covers the period January 2020 to June 2020 with a comparison over a two-year period. A summary of the purpose of the By-Law, taken from each By-Law, is included in the report for clarity. The By-Laws may be viewed on the Council website.

- 10. ‘0’ reports means that in the subject period, there were no reports of breaches of the By-Law, being reports from staff, particularly from the Operations & Environment and Rangers teams, or from members of the public or Elected Members.

Analysis

- 11. **By-Law 1: Permits and Penalties** – to provide for a permit system and continuing penalties in Council By-Laws, to clarify the construction of such By-Laws and to repeal By-Laws. No action required.

- 12. **By-Law 2: Moveable Signs** – to set standards for moveable signs on roads and to provide conditions for and the placement of such signs.

12.1 Non-complying moveable signs

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
6	7	15	14	6

12.2 Applications received for exemption to the moveable sign By-Law in relation to location of a sign

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018

0	2	1	0	0
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13. **By-Law 3: Local Government Land** – for the management and regulation of the use of and access to local government land vested in or under the control of Council, including the prohibition and regulation of particular activities on local government land.

13.1 Rangers include major parks, particularly on weekends, in their patrols and respond to complaints.

13.1.1 Weddings, Funerals or Special Events:

Permits were issued for events in Fergusson Square, Hazelwood Park – Bill Potts Memorial & Old Tree Log & Duck Pond, Michael Perry Reserve, Kensington Gardens Reserve, Tusmore Park – Hanson Reserve. Rangers and the Operations & Environment Teams were advised of the bookings through a weekly report.

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Permits	14	14	6	18	10
Complaints	0	3	0	0	0

13.2 During patrols, Rangers may direct people to cease an activity or otherwise comply with the By-Law, and providing they comply, they will not be expiated, and no record is made of the incident. Individuals who do not comply are expiated, but this is an unusual occurrence.

13.3 A summary of activities by permission only by subsection of the By-Law has been provided as follows:

13.3.1 Advertising

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	1

13.3.2 Amplification

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Requests	8	4	0	15	1
Events	14	14	0	18	na
Complaints	0	0	0	0	na

13.3.3 Animals

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018

0	0	1	0	0
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13.3.4 Annoyance

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.5 Aquatic

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	1	0	0

13.3.6 Athletic and Ball Sports

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	1	2	1	0

13.3.7 Attachments to Trees

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	1	1	1	1

13.3.8 Camping and Tents

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
1	1	1	10	0

13.3.9 Canvassing and preaching

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.10 Cemeteries

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.11 Closed Lands

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.12 Dispose of Dead Animals: Reports of dead animals (mostly possums) in the subject period. Operations & Environment staff responded and the animals were removed. There was no indication that the (various) animals had been deliberately abandoned.

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
54	86	90	76	96

13.3.13 Defacing Property: The Volunteer Graffiti Removal teams respond to complaints received in relation to graffiti removal and also undertake proactive work.

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Complaints	45	42	97	138	24
Proactive work	26	220	195	na	na
Total area cleaned	257 m ²	345 m ² .	416m ² .	na	na

13.3.14 Distributing

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.15 Donations: Fundraising is permitted at the Civic Centre Cloisters / Library Foyer.

Recipients: 3 applications which were all cancelled due to COVID.

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Reports	0	0	6	0	0
Fundraising days	0	30	6	9	2

13.3.16 Encroachment: During the subject period, Council progressed the negotiations in respect to encroachments located at:

13.3.16.1 Magill Stone Mine Reserve (three encroachments).

- Council resolved to proceed with public consultation to revoke the Community Land status over the portions of land that have been encroached upon with the understanding that if the status is revoked, the land will be sold to the adjoining owners at a pre-determined price. Public Consultation was completed in April 2014.
- An Application was submitted to and approved by the Minister for State/Local Government Relations. In December 2014, Council resolved to revoke Community Land status of the subject land and work with the adjoining owners to progress boundary realignment approvals and subsequent sales.
- Council has authorised the Chief Executive Officer to undertake any and all actions necessary to finalise the sale of the portions of land.
- Two of the encroachments have been remedied (via the sale of land to the adjoining owner).
- Administration staff have met with the remaining encroaching landowner on number of occasions in an effort to finalise a suitable property boundary to enable a boundary realignment plan to be prepared. While these discussions have been protracted, a proposed boundary has been agreed and a development application for boundary realignment now submitted by the applicant.
- Although this process has taken a significant amount of time thus far, it is currently progressing towards completion. Should however the encroachment not be resolved in the coming months, it is intended to return the matter to Council for further consideration

13.3.16.2 A review of the Geographic Information System (GIS) has identified four other reserves where encroachments may have occurred but due to tolerances of using aerial photography, an on-site survey is required to verify if they are actual encroachments. These matters will be pursued as and when resources are available as they are typically complex issues that require extensive consultation, and a considerable investment of time and effort to resolve.

13.3.17 Entertaining / Busking Permits issued

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Permits	4	1	2	0	0
Complaints	0	0	0	0	0

13.3.18 Filming - Requests to film on Council land

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Permits	13	7	na	na	na
Complaints	0	0			

13.3.19 Fires – Complaints regarding burning on Council land

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	1	0	0

13.3.20 Fireworks

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.21 Flora and Fauna – Complaints received re picking flowers from Council land

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
1	0	1	0	0

13.3.22 Games, Drone, Model Aircraft/boat

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
1	1	1	0	0

13.3.23 Liquor:

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.24 Litter: The Operation staff report on instances of dumped rubbish by unknown persons. Rangers receive complaints of rubbish dumped by known persons. In each known case of rubbish being dumped, the Rangers spoke to the person/s involved, advising them to remove the rubbish with compliance occurring on each occasion.

	Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
Operation staff	205	159	195	152	175
Rangers	65	47	20	49	56

13.3.25 Overhanging Articles

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.26 Picking Fruit

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.27 Removing Soil

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	1	0	1	0

13.3.28 Repairs to Vehicles – On Council land

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
1	0	1	0	0

13.3.29 Rubbish Dumps and Rubbish Bins

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
16	0	3	8	0

13.3.30 Smoking – In areas where smoking is prohibited

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	1	0	0	0

13.3.31 Structures

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	1	0	2

13.3.32 Swimming and Aquatic Activity

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.3.33 Toilets

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	1

13.3.34 Trading

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	2	0	0

- 13.4 A summary of prohibited activities by subsection of the By-Law has been provided as follows:

13.4.1 Glass – Willfully break any glass , china or other brittle material

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.4.2 Interference with Land

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.4.3 Interference with Permitted Use

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	1	0	0

13.4.4 Missiles – Throw any object to the danger of any person or animal

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.4.5 Obstruction

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.4.6 Solicitation

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.4.7 Use of Equipment

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

13.4.8 Waste – Dumping of domestic or commercial waste in Council rubbish bins

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

14. **By-Law 4: Roads** – for the management, control and regulation of activities on roads. For this By-Law, the term road includes the road reserve (i.e. footpath, verge, median strip etc.).

14.1 Rangers patrol the roads and respond to complaints. Breaches of this By-Law occur infrequently.

14.2 During patrols, Rangers may direct people to cease an activity or otherwise comply with the By-Law and providing they comply, they will not be expiated, and no record is made of the incident. Individuals who do not comply are expiated, but this is an unusual occurrence.

14.3 A summary of activities by permission only by subsection of the By-Law has been provided as follows:

14.3.1 Advertising

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

14.3.2 Amplification

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
1	0	1	0	0

14.3.3 Animals

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	4	0	0

14.3.4 Camping

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	1	0	4

14.3.5 Donations: Fundraising at the available locations of Greenhill Road, Glenside and Magill Road, Magill.

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	1	0	0

14.3.6 Exhibition or Display

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

14.3.7 Posting of Bills

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

14.3.8 Preaching

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

14.3.9 Repairs to Vehicles

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
1	0	1	9	0

15. **By-Law 5: Dogs** – to limit the number of dogs that can be kept on premises and to provide for the management and control of dogs within the Council area (By-Law made under the *Dog and Cat Management Act 1995* and the *Local Government Act 1999*).

15.1 A summary of activities by subsection of the By-Law follows:

15.1.1 Limit on Dog Numbers: Approved applications for additional dogs over the limit

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
2	0	3	3	3

15.1.2 Dog Free Areas

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

15.1.3 Dogs On Leash Areas

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

15.1.4 Dog Exercise Areas

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	0	0	0	0

16. **By-Law 6: Waste Management** – This information will be provided annually in August/September in line with Council resolution C11993.
17. **By-Law 7: Lodging Houses** – for controlling, licensing, inspecting and regulating lodging houses. Complaints received:

Jan-June 2020	July-Dec 2019	Jan-June 2019	July-Dec 2018	Jan-June 2018
0	1	0	0	0

Conclusion

18. This report provides a comparison summary of the management and enforcement of the City of Burnside By-Laws
19. The management and enforcement of By-Laws is an ongoing and coordinated task across many areas of Council. It is recommended that the summary report is provided to Elected Members on a yearly basis from July 2021.

Item No:	13.5
To:	Council
Date:	28 July 2020
General Manager and Key Contact:	Martin Cooper - General Manager, Corporate and Development
Subject:	PROPOSED INTRODUCTION OF 50 KM/H SPEED LIMIT ON HALLETT ROAD, STONYFELL
Attachments:	A – General Location Plan B – Community Engagement Report
Prev. Resolution:	Nil

Officer's Recommendation

That Council:

1. Applies to the Commissioner of Highways to lower the speed limit from 60 km/h to 50 km/h .along Hallett Road, Stonyfell
 2. Pending approval of the Commissioner of Highways, advise the participants of the Community Engagement process of the outcome.
 3. Subject to the Commissioner of Highways decision, make the required amendments to the Road and Traffic Management Policy as necessary to reflect the new speed limit of 50km/h.
-

Purpose

1. To advise Council of the background and outcome of the community engagement process conducted regarding the prospect of lowering the speed limit along Hallett Road, Stonyfell from 60 km/h to 50 km/h and recommended further actions.

Strategic Plan

2. The following Strategic Plan provisions are relevant:

"An effective transport network that supports safe and efficient movement, connecting people and places"

"Sustainable, engaging and functional community public spaces and streetscapes"

"Delivery of good governance in Council business"

Communications/Consultation

3. The engagement period commenced on 5 March and closed 3 April 2020.
4. The engagement included:
 - 4.1. Letter to all residents and non-resident ratepayers on Hallett Road;
 - 4.2. St Peters Girls School;

- 4.3. engage.burnside page with background information on the engagement and links to complete an online survey, with a post and an email option;
 - 4.4. Council officer and contact details made available for further enquiries;
 - 4.5. Posters in Atrium and community centres;
 - 4.6. Promotion on social media (soc-med); and
 - 4.7. Variable Messaging Sign (VMS) on Hallett Road.
5. The Community Engagement Report resulting from the above undertaking is included as **Attachment A**. At the time of writing this report, the outcome of the engagement has not been reported to the community.
 6. Council will commence engagement with bus operators, emergency service providers (including Police) and the local State Member of Parliament following the required application process for the change in speed limit.
 7. Pending the approval of the Commissioner of Highways, participants of the Community Engagement will be advised of the engagement results and the decision of Council.

Statutory

8. The following legislation is relevant in this instance:

Road Traffic Act 1961

Australian Road Rules

Manual of Legal Responsibilities and Technical Requirements for Traffic Control Devices (the Code)

Speed Limit Guideline for South Australia

Policy

9. The following Council Policies are relevant in this instance:

Road and Traffic Management Policy

Community Engagement Policy

10. Pending the outcome of this report, a minor amendment to the Road and Traffic Management Policy will need to be made to reflect the 50km/h limit on Hallett Road.

Risk Assessment

11. There are no risks associated with the recommendation.

CEO Performance Indicators

12. At the time of writing this report the CEO's Performance Indicators for the 2020/21 financial year had not been set.

Finance

13. The financial impact of the Officers recommendation of this report will be accommodated in Council's existing operational budget and is associated with required changes to road signage and advising participants of the community engagement.

Discussion

Background

14. Hallett Road is a sub-arterial road under the care and control of the City of Burnside. It carries approximately 11,000 vehicles per day and links Greenhill Road with Kensington Road, both of which are under the care and control of the Department for Planning Transport and Infrastructure (DPTI). Hallett Road forms part of a common travel route following the toe of the Hills Face. A general location plan is included as Attachment A.
15. A review of crash statistics along Hallett Road indicates that an unacceptable number of crashes are occurring suggesting intervention in some form is required.
16. Excluding the intersections with the arterial roads, 26 crashes have occurred along Hallett Road in the last five year reporting period (2014-2018), with nearly half those resulting in some form of injury. More than half of the crashes were recorded as 'rear end' collisions with the next biggest crash type being 'hit parked vehicle'.
17. Considering the above information, intervention is warranted to reduce the likelihood of further crashes. The most effective, simplest and inexpensive way of reducing crashes of these types for a length of road is to reduce the speed limit. Hallett Road is currently 60 km/h.
18. The current speed limit for Hallett Road has been established for a very long period and remained following the introduction of the default 50 km/h urban speed limit in 2003.
19. Investigation indicates that reducing the speed from 60 km/h to 50 km/h will effectively shorten the stopping distance of an average family car in dry weather by approximately 10m i.e. from 45m to 35m which equates to about two car lengths (about a 13m reduction in wet weather).
20. Also, a reduced speed limit will only add approximately 20 seconds travel time for the full length of Hallett Road in free-flowing conditions. The impact of a slightly longer travel time along Hallett Road may be considered an inconvenience and unnecessary to some drivers. However, from a practical sense it is considered insignificant particularly considering the clear safety benefits.
21. To gain a better understanding of the community attitude toward the prospect of a lower speed limit along Hallett Road, Council engaged with the community via various means including direct mail and social media. The results and details of the engagement are included as Attachment B.
22. The net result of the community engagement indicated that approximately 2/3 of the 130 respondents support the reduced speed limit along Hallett Road. Considering this, it is proposed to proceed with the request process of lowering the speed limit along Hallett Road to 50 km/h.

Next Steps

Application to the Commissioner of Highways

23. Although Council is a Road Authority, it operates under delegated authority under the provisions of the *Road Traffic Act 1961* (the Act). This authority does not extend to changing or installing speed limits other than for work zones, school zones and crossings. As such, and subject to Council approval, an application will be made to the Commissioner of Highways (DPTI) to reduce the speed limit on Hallett Road to 50 km/h.

Preparation of Traffic Impact Statement

24. A Traffic Impact Statement (TIS) is a formal document that considers and captures the overall impact of a proposed traffic control device or treatment and includes safety, road/street network, conformity to relevant Codes and Standards and engagement with stakeholders. The TIS is required to support an application for a reduced speed limit. This will be prepared by Council??.

Implementation and Education

25. As the reduced speed limit proposal is essentially aligning Hallett Road with the default urban speed limit of 50 km/h, and that Hallett Road is not an extension of another 60 km/h road, no permanent (50) speed limit signs are required in accordance with the 'Speed Limit Guide for South Australia'.
26. Coinciding with the removal of '60' speed signage, and to ensure drivers are adequately made aware of the new reduced speed limit, various methods will be employed including:
- 26.1. Installation of multiple fixed temporary (semi-permanent) signage (two months) indicating 'SPEED LIMIT CHANGED – 50';
 - 26.2. Use of variable message sign (VMS) trailers; and
 - 26.3. Promotion and education via Council's web site and social media.
27. Example signage shown below.



28. Following a two month 'bedding in' period, SA Police will be asked to undertake enforcement of the new 50 km/h speed limit.

Other Considerations

Other Community Feedback

29. Extensive feedback was received from the community as a result of the engagement, with key issues including:
 - 29.1. *High pedestrian activity in the vicinity of St Peters Girls School;*
 - 29.2. *High pedestrian activity near Newland Reserve; and*
 - 29.3. *Buses parked on Hallett Road with reference to Marble Terrace.*
30. Essentially all the key issues raised during the engagement process will be significantly improved, if not directly addressed by the reduced speed limit.

Lockwood Road

31. Lockwood Road to the west and running parallel to and located approximately halfway between Hallett Road Glynburn Road also connects directly between Greenhill Road and Kensington Road. Should the Hallett Road 50 km/h speed limit proceed, there may be a perception by some drivers that they can cut-through Lockwood Road thereby saving time instead of continuing to use Hallett Road or preferably Glynburn Road.
32. As such, and following a bedding in period, traffic surveys will be undertaken to assess the impact from both a speed and volume perspective. **Should an adverse impact on Lockwood Road be evident**, consideration will be given as to what mitigation options are available and suitable with a goal of implementing any substantial traffic calming treatments in the following financial year, subject to further assessment and community engagement and support.
33. Viable traffic calming treatments to be considered may include; central blister islands similar to that located in Dashwood Road Beaumont, a series of raised intersection treatments, or landscaped kerb extensions. These would only be implemented if necessary and in line with usual methods and approvals.

Hallett Road Greenhill Road Intersection

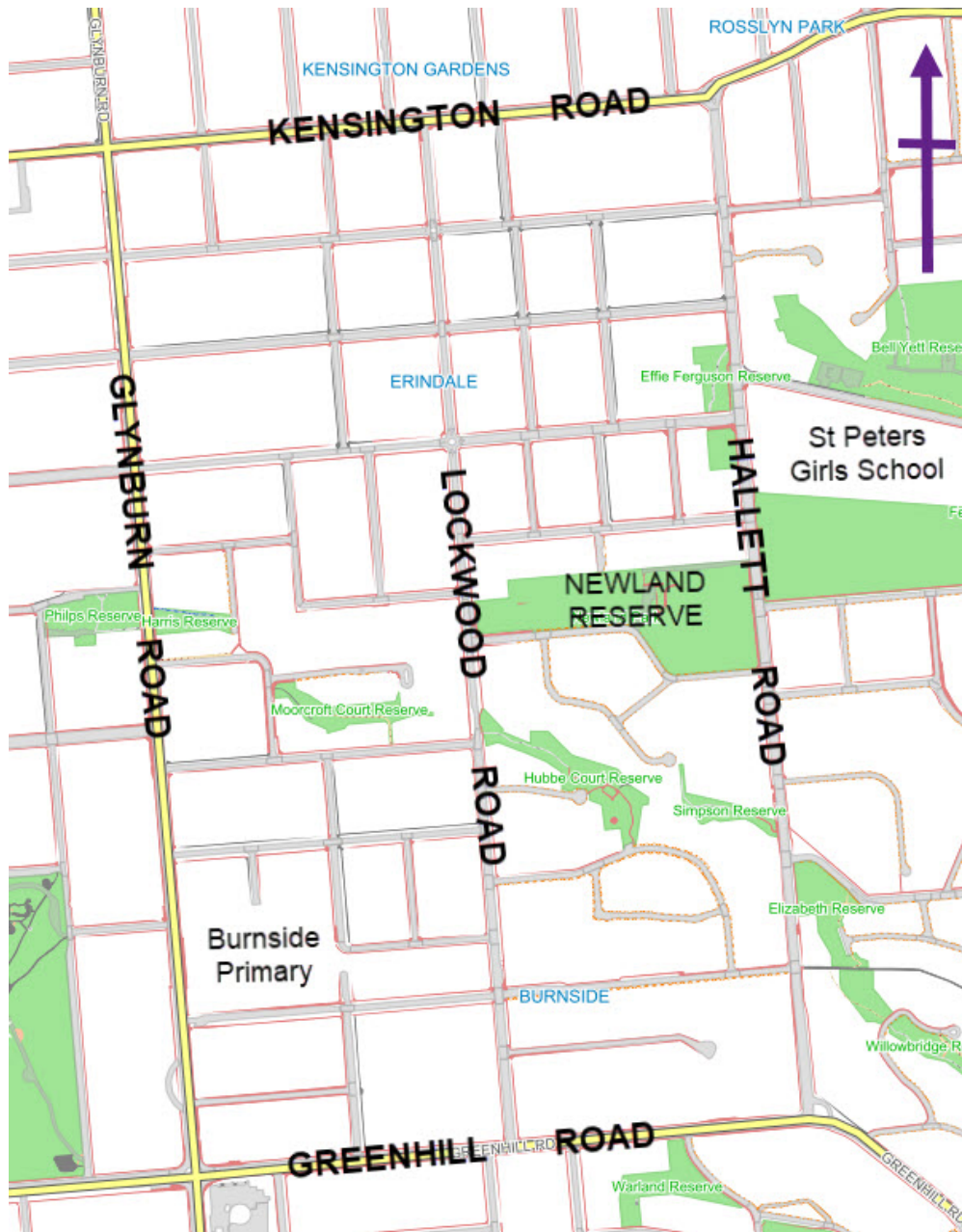
34. At the time of writing this report officers are awaiting feedback from DPTI in relation to potential identified safety improvements at this intersection. This intersection also falls under the care and control of DPTI.
35. This follows Council resolution C12465 of 25 February 2020, which resulted in a consultant undertaking an assessment of the intersection to identify viable safety improvements which, with DPTI approval, could be used to support a Black Spot funding application to the government for improvement works. Elected Members will be advised of the outcome of this undertaking as it progresses.

Conclusion

36. Consideration of crash statistics, crash type characteristics and community engagement results support progressing the proposal to reduce the speed limit on Hallett Road from 60 km/h to 50 km/h. As such, it is recommended that Council applies to the Commissioner of Highways to approve a reduced speed limit along Hallett Road, with educational and other controls to be put into place as outlined in this Report. In addition, once an outcome from the Commissioner is known, all those who partook in the community consultation process will be advised of outcomes.

Attachment A

General Location Plan





part of the community



City of Burnside

Community engagement results

Hallett Road

Proposed reduced speed limit to 50 km/h



engage.burnside.sa.gov.au
401 Greenhill Rd, Tusmore SA 5065
Reply Paid 9, Glenside SA 5065
Ph: (08) 8366 4200

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1. Introduction

A review of crash statistics along Hallett Road indicates that an unacceptable number of crashes are occurring suggesting intervention in some form is required.

Hallett Road is a sub-arterial road under the care and control of the City of Burnside. It carries approximately 11,000 vehicles per day and links Greenhill Road with Kensington Road, both of which are under the care and control of the Department for Planning Transport and Infrastructure (DPTI).

Excluding the intersections with these roads, 26 crashes have occurred along Hallett Road in the last five year reporting period (2014-2018) with nearly half those resulting in some form of injury. More than half of the crashes were recorded as 'rear end' collisions with the next biggest crash type being 'hit parked vehicle'.

Considering the above information, intervention is clearly warranted to reduce the likelihood of further crashes.

The most effective, simplest and inexpensive way of reducing crashes of these types for a length of road is to reduce the speed limit. Hallett Road is currently 60 km/h. This speed limit has been established for a very long period and remained following the introduction of the default 50 km/h urban speed limit in 2003.

Studies show that reducing the speed from 60 km/h to 50 km/h will effectively shorten the stopping distance of an average family car in dry weather by approximately 10m from 45m to 35m which equates to about two car lengths (about a 13m reduction in wet weather).

A reduced speed limit will only add approximately 20 seconds travel time for the full length of Hallett Road.

The results of this engagement will be used to inform future speed limit for Hallett Road.

2. Engagement Process

The engagement period commenced on 5 March and closed 3 April 2020.

The engagement included:

- Letter to all residents and non-resident ratepayer on Hallett Road.
- engage.burnside page with background information on the engagement and links to complete an online survey (see appendix 6.2), with a post and an email option.
- Council officer and contact details made available for further enquiries.
- Posters in Atrium and community centres.
- Promotion on social media.
- Variable Messaging Sign on Hallett Road.

3. Participants

Assumptions

- Non-residential owners of properties that are within the letter drop catchment zone that responded to the survey are counted within the 'In Catchment' figures.
- Any responses from non-residents are highlighted.
- Participants that do not provide name or address details are not counted.
- Only one input is counted if a participant lodges more than one survey/email/letter

Responses

A total 130 responses were received for this engagement:

- The online engagement hosted at engage.burnside registered 85 responses.
- 45 survey responses were received either by email, post or delivered to the Civic Centre.

130 responses are considered in this report.

4. Results

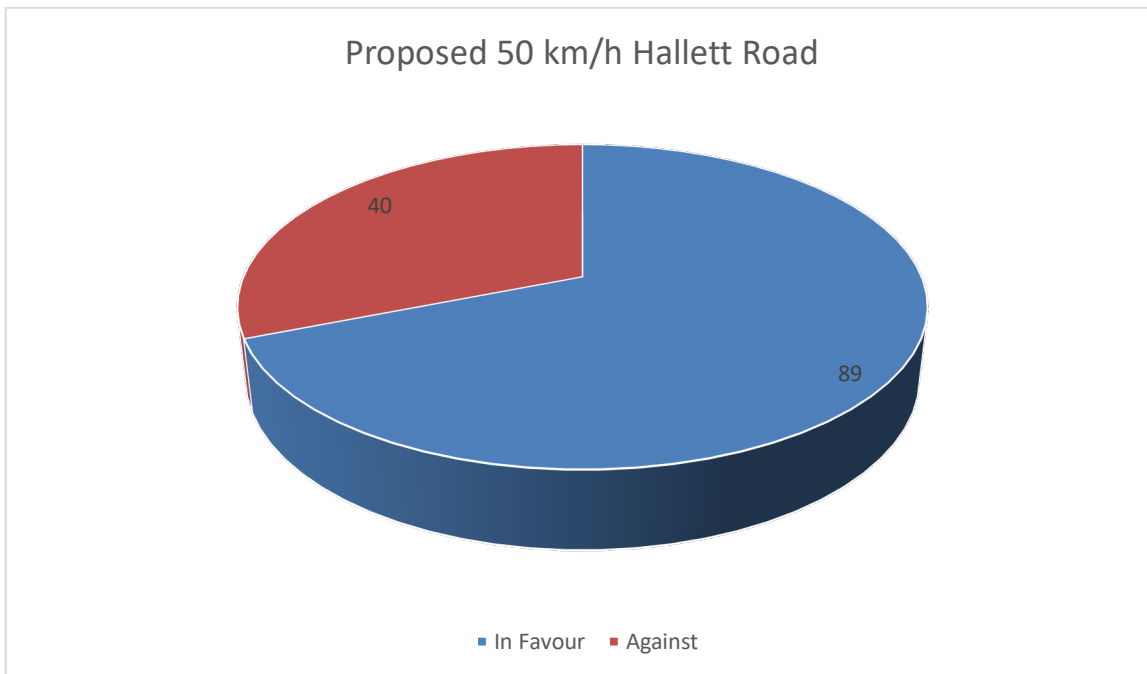
Proposed reduced speed limit

130 responses were received for this engagement.

68.5 per cent (n=89) said that they are in favour of the proposed 50 km/h speed limit change on Hallett Road. Of these, 26 (29 per cent) respondents live on Hallett Road; five are not residents of the City.

31 per cent (n=40) said that they are against the proposed speed limit change. Of these, five (17 per cent) respondents live on Hallett Road; two are not residents of the City.

One (.5 per cent) person responded to this engagement, but did not specify which option they prefer.



Do you have any feedback?

Respondents said that the speed reduction would create a safer environment for pedestrians, residents and motorists. Overall feedback given suggests that while the proposed speed reduction is warranted, there is also a need for a more holistic review of the road environment.

The high interactions between pedestrians (largely children), parked vehicles, moving vehicles; as well as alleged poor visibility caused by parked buses on Hallett Road at Marble Terrace were of concern. Reference to the road environment at St Peters' Girl's School precinct and the Newland Park/local business precinct were most often said to have the greatest safety issues.

Solutions offered include creating a school zone in the St Peters' Girl's School precinct; remove the need for buses to park for extended time at Hallett Road/Marble Terrace; fixing blind spots for motorists turning onto Hallett Road from side roads; installing the 50 km/h in conjunction with other solutions like permanent speed monitoring and changes to the Hallett Road intersection function with both Greenhill and Kensington Roads (traffic lights etc).

What	No. of times
Other major roads have same or higher proportion of crashes but are not 50 km/h	4
Disputes the number of crashes; no evidence; where were they?, before and after narrowing	9
Target driver behaviour instead; driver inattention; hoon drivers	5
T junction Greenhill/Hallett / 60 km/h is not the problem, upgrade this to roundabout, put in traffic lights, careless and inappropriate driving	5
60 km/h is not the problem – the pedestrian crossings / median at inappropriate places along Hallett Road / reduce parking at the pedestrian crossing / a lot of cars and pedestrians	5
Crash figures aren't worrying; small number	2
Hallett Road residents / users should not be disadvantaged	2
Speed reduction will annoy motorists	
Extra 20 seconds on emergency response	
Cars are already slower than 60 km/h	3
Buses / change the volume of buses turning out disrupting traffic flow, increase distance of parked buses from the Marble Tce intersection to improve visibility, buses parked at Newland Park for rest stops a problem, cause visibility problems exiting from Marble Tce, not wide enough for the buses to sit here to 'rest', cause blind spots especially near the refuge, visibility often obscured, an obstacle contribute to congestion, can be up to four buses parked on corner Marble and Hallett and ZERO visibility	16
St Peter's Girl's School / Improve the parking layby area, chaotic during school pick up times, pedestrian risk, congested, dangerous, cars pedestrians and parked cars, school buses add to congestion	15
Maintaining a lower speed harder on steep road	2
Will cause confusion – connecting roads are still 60 km/h	2
Put in dedicated right turn lane for north bound at Marble Terrace and Stonyfell Road	
Poor driver behaviour of school parents	5
Remove right turn into Statenborough south bound and make no right turn	
Parked cars problem / reduce parking	3
Will increase congestion / havoc / fewer 'gaps' in traffic and more crashes	6
Will increase travel time ; disagree that the time increase is 20 seconds	3
Enforce the current limit more / permanent radar sign, install static cameras	4
60 km/h is safe / change unnecessary	3
Speed reduction wrong approach as arterial roads have a clear function to carry through traffic	3
Lower speed limit encourages rat-running	3
Commuters won't respond to this survey so its biased toward locals	

Upgrade to reduce crashes rather than adopting the cheaper option (better line marking, widening and reduced parking)	
Narrowing road / the road near Rosedale results in cars not able to pass when vehicles turn right causing crashes, road narrow and often buses and cars parked	2
Will push more traffic onto Glynburn Road	
Section at Newland Park is dangerous / increased accidents since bollards put in, lot of people and children on weekends use the reserve, should be 50 here only	8
Kensington Road and Hallett Road roundabout/ Reduce speed at , put in traffic lights	2
Parked cars hit by passing cars / can't see past parked cars to exit from driveway	4
Blind spots turning in and out of Hallett / Metal fence structure on cnr Statenborough and Hallett impacts sight line distance, from Allendale turning right onto Hallett, Statenborough, Godfrey and Stanley are all blind.	4
Trucks speed all night / exhaust brakes are disturbing at night	
Safer /It will be safer, safer at school pick up time, reduce the speed, school and sports field lots of children, when putting children in car at school pick up and drop off it is dangerous now, very high pedestrian activity especially children attending school and park, is warranted, make the community safer	24
Limit use by large trucks (concrete trucks) except for local deliveries / a lot of trucks, a high proportion of trucks travelling quickly	4
Water main pits too many of them trucks hit them and are noisy	
Not sure reducing speed will work needs speed hump	
Hallett Road volume has increased	
Will reduce cut through	
Speed / reduction will be a blessing to residents, hoons	2
40 km/h/ It should be 40 km/h, 40 km/h at St Peter's school	4
Statenborough and Stanley intersection/ 25 km/h zone between Statenborough and Stanley, install a school zone, need school crossing near misses witnessed here, need a school zone and speed reduction, traffic queues here around school and access to parked vehicles hard, risk of children running into traffic	16
Put in with other treatments / speed cameras	2
Tailgating is the issue here	
Young trees planted on verge will eventually limit visibility	
Parking/ cars parked illegally at coffee shop impacts visibility	
Needs a more holistic approach	3
Not an arterial road and warrants 60 km/h	
No dedicated cycling facilities	

5. Summary

The proposed 50 km/h speed limit on Hallett Road is supported by 68.5 per cent of the respondents. Of those that support the change, 29 per cent are residents of Hallett Road.

Overall feedback given suggests that while the proposed speed reduction is desirable, there is also a need for a more holistic review of the road environment to achieve improved safety. This is in particular reference to the high interactions between pedestrians (largely children), parked vehicles, moving vehicles; as well as alleged poor visibility caused by parked buses on Hallett Road at Marble Terrace.

So while the respondents support the speed reduction, this should be one part of the overall management approach for this road environment. Of particular value would be a review of the intersection of Hallett Road and Statenborough Street, the zone encompassing the St Peters' Girl's School and ELC, and the potential need for a formalised School Zone. Similarly the zone encompassing Newland Park and the adjacent local businesses also warrants a review – accounting for the high volume pedestrians, general parking, bus parking and the associated visibility issues with the latter.

6. Appendix

6.1 Letter

6.2 Survey

6.3 Raw data responses



Hallett Road - Proposed Reduced Speed Limit to 50 km/h

A review of crash statistics along Hallett Road indicates that an unacceptable number of crashes are occurring suggesting intervention in some form is required.

Background

Hallett Road is a sub-arterial road under the care and control of the City of Burnside. It carries approximately 11,000 vehicles per day and links Greenhill Road with Kensington Road, both of which are under the care and control of the Department for Planning Transport and Infrastructure (DPTI).

Excluding the intersections with these roads, 26 crashes have occurred along Hallett Road in the last five year reporting period (2014-2018) with nearly half those resulting in some form of injury. More than half of the crashes were recorded as 'rear end' collisions with the next biggest crash type being 'hit parked vehicle'.

Considering the above information, intervention is clearly warranted to reduce the likelihood of further crashes.

Proposed Reduced Speed Limit

The most effective, simplest and inexpensive way of reducing crashes of these types for a length of road is to reduce the speed limit. Hallett Road is currently 60 km/h. This speed limit has been established for a very long period and remained following the introduction of the default 50 km/h urban speed limit in 2003.

Studies show that reducing the speed from 60 km/h to 50 km/h will effectively shorten the stopping distance of an average family car in dry weather by approximately 10m from 45m to 35m which equates to about two car lengths (about a 13m reduction in wet weather).

A reduced speed limit will only add approximately 20 seconds travel time for the full length of Hallett Road.



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Next steps

The Speed Limit Guideline for South Australia sets out the required considerations, general process, and the approval process for reducing or changing speed limits. Part of the process includes giving consideration to community engagement. As such you are encouraged to provide your feedback and indication of support or otherwise for the reduced speed limit via the included questionnaire or email.

The results of the community engagement and an associated report will then be presented to Council for consideration. If supported, an application will then be made to the Minister of Transport to lower the Hallett Road speed limit to 50 km/h. Please note this process will potentially take several months.

Have your say

Complete the enclosed survey and return using the Reply Paid envelope. You can also complete an online survey at engage.burnside.sa.gov.au

More information

If you require more information, please do not hesitate to contact Council's Principal Traffic Engineer, David Hayes, on 8366 4200 or dhayes@burnside.sa.gov.au

6.2 Survey

Hallett Road – Reduced Speed limit to 50 km/h

Please be advised that individual responses and contact information remain confidential.

Name

Street Address.....

Contact phone/email.....

I am **IN FAVOUR** of the proposed reduced speed limit.

I am **AGAINST** the proposed speed limit change.

Please provide any further feedback below regarding Hallett Road traffic.

Thank you for taking the time to complete this survey. Please return this sheet (and any attachments) to the City of Burnside in the enclosed reply paid envelope by no later than **5 pm Friday 3 April 2020.**

6.3 Raw data responses

Please select:	Please provide any further feedback below regarding Hallett Road traffic.
I am AGAINST the proposed speed limit change	Other major roads (such as Glynburn Rd, Portrush Rd) have the same or higher proportion of crashes but do not have 50 km/hr speed limit. Given there have been approx 6 accidents per year over the last 4 years, the vast majority of the community are doing the right thing when driving and should not be penalised with increased travel time and congestion. Targetting driver behaviour may be more effective and less inconvenient for residents.
I am AGAINST the proposed speed limit change	
I am AGAINST the proposed speed limit change	60 km/hr is not the problem down Hallett Rd. It is the T junction at the Greenhill Road that are not aware that there is traffic going straight up Greenhill Road and not turning left onto Hallett Road.
I am AGAINST the proposed speed limit change	
I am AGAINST the proposed speed limit change	26 crashes /collisions in 5 years isnt a worrying figure. Most crashes would be from inattention (mobile phone). Average speed on Hallett Road would be less than 60 anyway (if you did a survey). Opportunistic Revenue Raising. If the speed limit were lowered to 50 some people may only drive at 40.
I am AGAINST the proposed speed limit change	The residents of Hallett Road should not be inconvenienced because drivers of the urban tanks that congregate at St Peter's Girls' School are incapable of paying attention to the road whilst focussing on Jemima and Portia.
I am AGAINST the proposed speed limit change	Having lived on this address since 2005, I have yet to see or hear the number of crashes allegedly reported. I suggest the main cause of alleged crashes is the modification of the clear roadway in recent years by the placing of unnecessary pedestrian crossings in inappropriate places all along Hallett Road. Especially near the park where buses park, causing cars to weave around them. Most cars already travel at 50 kph or less due to these hazards.
I am AGAINST the proposed speed limit change	26 crashes in 5 years. Unfortunately you don't provide any evidence that this is an exceptional figure. Nor do you mention whether the 'traffic calming' measures, implemented a few years ago, helped. I voted AGAINST. I feel that it is unnatural (and futile) to set a limit of 50 km/hr on Hallett Road, which has the same look and feel as adjacent sections of Greenhill and Kensington Roads. It will mainly annoy 11,000 drivers a day! In the absence of any evidence, I guess that 26 crashes / 5 years is not a lot – for such a busy road. PS: By the way, I like the device, recently parked on Hallett Rd, which reports the speed of each car.
I am AGAINST the proposed speed limit change.	

<p>I am AGAINST the proposed speed limit change.</p>	<p>I have several objections to this change.</p> <ol style="list-style-type: none"> 1. I am a member of the Burnside CFS and use this road to access the station. Adding 20 seconds to my journey will mean I am unlikely to be able to respond to incidents quickly enough to actually get on the trucks. 2. In peak traffic the cars are already moving slower, and at other times you should allow traffic to flow and 60km is appropriate for this. 3. There are other things to consider, for example the buses use this road as their rest stop and I would be curious to see the impact of having so many buses pulling in and out has on road disability and traffic flow. Also how would including turning lanes or changing the parking stops along here actually reduce the incidents instead? If you take the turning vehicles out of the traffic flow this could help. 4. All the connecting main roads are still 60km. This will add confusion from going 60/50/60 in such a short stretch to what is essentially the same route. Some drivers already struggle remembering the roads are all 60km limits and this causes frustration, and using these roads all the time I see a lot of people trying to get past the slow drivers but unable to overtake. Adding a change I think would exasibate this problem on Greenhill and Kensington Roads.
<p>I am AGAINST the proposed speed limit change.</p>	
<p>I am AGAINST the proposed speed limit change.</p>	
<p>I am AGAINST the proposed speed limit change.</p>	<p>Your information doesn't say where the incident occur. Perhaps the incidents relate to the number of parked cars on Hallett Rd all involved in school drop off at St Peters. For example drop off to the ELC. For safety this really needs a better developed parking lay by area as a suggestion.</p>
<p>I am AGAINST the proposed speed limit change.</p>	<p>It seems to be quite a high traffic road.</p>
<p>I am AGAINST the proposed speed limit change.</p>	<p>Also, due to the incline, maintaining a lower speed limit would be harder.</p>

<p>I am AGAINST the proposed speed limit change.</p>	<p>Put in a dedicated right turn lane for Marble Tce north bound. Put in a longer dedicated right turn for Stonyfell Road north bound. Remove the dedicated Right turn to Statenborough southbound and make Statenborough a no Right turn south bound on Hallett. The real problem is the poor behaviour of the traffic for Saint Peters Girls School. Similar attention needs to be focussed around Burnside Primary and probably every school in the council area.</p>
<p>I am AGAINST the proposed speed limit change.</p>	
<p>I am AGAINST the proposed speed limit change.</p>	<p>all the median strips in the middle of the road installed in the last few years have made the road harder to navigate. also cause more crashes than they prevent as you are weaving to avoid parked cars and bikes also using the road</p>
<p>I am AGAINST the proposed speed limit change.</p>	
<p>I am AGAINST the proposed speed limit change.</p>	<p>I use Hallett regularly as part of my commute and am strongly against the speed reduction. It will not help with parking accidents and I have doubts how much of an impact it would have on rear end collisions. If Hallett road wants to be fixed can we please alter the intersection between Hallett and Greenhill as that is a dangerous spot which has resulted in many car accidents.</p>
<p>I am AGAINST the proposed speed limit change.</p>	
<p>I am AGAINST the proposed speed limit change.</p>	<p>People must be aware of the risks and the consequences when driving. I'm not to lost my right of driving at 60 km/h because other's lack of accountability. There are rules and conditions for security driving, everyone can do it.</p>

<p>I am AGAINST the proposed speed limit change.</p>	<p>Residents living along Hallett Rd are already disadvantaged with the limited public transport options along the road. Adelaide Metro regards Stonyfell as a "rural" area (based on population density) and therefore has limited bus services along Hallett Road. Buses mostly run every 30 minutes during weekdays, or one hour on weekends making travel to the city via bus unreliable for local residents. For this reason, most residents mainly use cars to get to the city.</p> <p>Given that Stonyfell residents are living in a "rural" area as defined by Adelaide metro, we need to use our cars to travel to the city or to drive to Kensington Rd to catch a more frequent bus route.</p> <p>I have previously provided feedback to Adelaide Metro and Vicki Chapman about improving bus services to the area but there has been no action taken.</p> <p>Reducing the speed limit will increase congestion and increase travel times in an area where residents are already disadvantaged by the low frequency of bus routes.</p> <p>Furthermore, there are far busier roads which have more crashes and yet they are still 60km/hr. For example, Glynburn Rd or Portrush Rd. It is not fair to further disadvantage residents (the majority who drive safely) with increased travel times and road congestion.</p> <p>The majority of drivers are clearly driving at the speed limit safely given the small number of crashes per year. It seems unfair to penalise the majority of drivers who are doing the right thing for the sake of a very small number of drivers who are not doing the right thing.</p> <p>Other measures such as driver safety/awareness signs may be more effective at improving road safety driving rather than increasing travel time and congestion.</p>
<p>I am AGAINST the proposed speed limit change.</p>	<p>I would propose more enforcement on the current speed limit, not a reduction in speed limit. The road is on an incline and it is common for people to accidentally speed down the road. It would be unfair to lower the limit as it would simply become a hotspot for mobile camera's. How about a permanent radar and digital sign that displays your speed?</p>
<p>I am AGAINST the proposed speed limit change.</p>	<p>This road is safe at 60. There have been no supporting evidence that I'm aware of that suggests a decrease in speed. Cars are safer, pedestrians are more educated than ever on road safety. Its inefficient to delay motorists on an already congested commute</p>
<p>I am AGAINST the proposed speed limit change.</p>	

I am AGAINST the proposed speed limit change.

Hallett Road is a sub-arterial road with approximately 11,000 vehicles per day and links Greenhill Road with Kensington Road. A speed reduction on such a busy road will increase traffic congestion. I disagree with the assessment that a speed reduction to 50km/hr will only increase travel time by 20 seconds. During peak hour traffic, a speed reduction of 10km/hr will increase travel time by a lot more than due to need to slow down and then speed up.

Also, why is Hallett Road targeted and not Glynburn Road or Portrush Road, which has higher incidence of road collision.

I am AGAINST the proposed speed limit change.

I am a daily commuter using Hallett Road as a link between the St Bernards-Kensington Rds and Greenhill Rd route
The road currently carries a significant amount of through traffic - which is its key function is the local areas road hierarchy. It also provides important links to a number of local roads, a school and some direct property access.
The roads carriageway is wide, with parking lanes on both sides in some locations and a number of (4+?) pedestrian refuges/traffic light crossings exist providing many safe crossing points along its length. It includes a bus route and also has an open feel due to the adjacent 3x adjacent reserves (park (1), oval (1) and national park area (1)). Sight distances from roads/entrances along the road generally appear to be good.
I strongly believe that reducing the speed limit is the wrong approach as arterial roads, having a key function in carrying through traffic, should as far as possible have appropriate higher speed limits to ensure traffic can move as smoothly and efficiently as possible.
In my experience the lowering of speed limits on these roads can have a negative effect on roads in the immediate vicinity with drivers potentially rat-running through other nearby routes and wanting to drive closer to the 50kph limit on other roads to "make up time" when those road's may not be suitable at all for that speed (and vehicles travelling at that speed are not expected by residents entering/leaving their properties).
There will also be a significant no. of the regular commuters that will not respond to the survey and so I expect that the yes/no results may be biased towards locals who would be more likely to support the proposal.
Thank you for the opportunity to comment.
Kind regards
CPEng (with approx 30 years local govt experience in traffic/road engineering)

I am AGAINST the proposed speed limit change.	I believe that the crashes have more to do with inattentive driving. I believe that many of the drivers that are involved in these accidents have a sense of self entitlement and feel they have right of way when entering the road/doing and uturns after school drop off/pick up.
I am AGAINST the proposed speed limit change.	Hallett Road is a major thoroughfare - it would be ridiculous to reduce the speed limit.
I am AGAINST the proposed speed limit change.	
I am AGAINST the proposed speed limit change.	It is difficult enough to try and get around this city (both Burnside and Adelaide itself) without reducing the speed limit at every opportunity. Haller road is now a main arterial across the hills line of the city, it is not a quiet suburban street. It links Kensington and Greenhill Roads, just because it's not a DPTI road doesn't mean it's a 50 road. You would be better off reducing the amount of parking on the side of Hallett road near the early learning centre At St. Peter's Girls School. This would reduce hazards. Cars slowing and double parking are causing congestion and incidents. I am vehemently opposed to reducing this speed limit.
I am AGAINST the proposed speed limit change.	It is the only road that helps to avoid congestion in peak hour or any time of the day at that. It also continues on from multiple main roads that are also 60km. The flow for traffic works so well with. It would be beneficial possibly to consider changing the school section to 40km within the school zone when children are present rather But other than that, the road is still a main road and a very straight one at that. as a resident or pedestrian you can see very clearly all ways and assess actions safely based on the lay out of the road. I don't feel as though 60km an hour is excessive on a road of such purpose and use. I don't think it is necessary to make the change as it will only cause more congestion to an already busy road for no good reason
I am AGAINST the proposed speed limit change.	completely unnecessary, school zone speed restrictions already apply, slowing the cars down will just create havoc around the rest of the streets. most who crash are hoons taking the street at 90kmph, lowering the speed limit won't change this, theyll still crash at 90kmph. don't force it on everyone, educate young drivers first
I am AGAINST the proposed speed limit change.	
I am AGAINST the proposed speed limit change.	

<p>I am AGAINST the proposed speed limit change.</p>	
<p>I am AGAINST the proposed speed limit change.</p>	<p>I use Hallett Road daily and have for over 20 years. This is a significant road and is not deserved of a 50km/h speed limit. Money should be spent upgrading the road to reduce crashes rather than adopting the cheaper option. Recent upgrades to the road have actually made driving on the road more challenging and dangerous such as the pedestrian crossing near Marble Tce. I am all for the pedestrian crossing however on occasions when multiple buses are parked on both sides of the road and cars are turning right into Marble Tce there is a lot of distractions for the driver and the road is now very tight. Consideration of reduced parking (particularly buses) near the pedestrian crossing should be considered. Also the narrowing of the road near the intersection with Rosedale Ave a few years ago results in cars travelling North not being able to pass when vehicles are wanting to turn right into Rosedale from Hallett whereas they were able to previously. This puts pressure on the driver turning right to turn more urgently which increases the chance of crashes.</p> <p>A reduction in speed limit will also result in more traffic using urban minor roads such as Statenborough St.</p> <p>I believe the road could be upgraded reasonably cheaply with better line marking, reduced parking and some local widening.</p> <p>The 2014-2018 DPTI reported casualty crash plan indicates eight crashes, one of those being serious, at the intersection between Hallett and Greenhill Roads. This intersection should be upgraded through either a roundabout or alternative which would reduce these dramatically.</p>
<p>I am AGAINST the proposed speed limit change.</p>	<p>I believe a complete speed reduction along the road would not be beneficial to local traffic congestion. Reducing the speed would push more traffic into Glynburn Road which is already a busy road. As the location of these crashes is not provided in the summary, I cannot make a completely accurate judgement. Potentially a solution would be introducing a school zone around St Peter's Girls traffic lights.</p> <p>Of additional assistance would be increasing the distance that buses can park from the Hallett Road-Marble Terrace intersection. These buses reduce visibility for cars that use this intersection.</p>
<p>I am AGAINST the proposed speed limit change.</p>	<p>It is very difficult to turn right from Stonyfell Rd on to Hallett Rd after school drop off. I think that slowing the traffic would mean there are even fewer gaps in the traffic and may actually increase crashes.</p>

I am IN FAVOUR of the proposed reduced speed limit.	If not the full road then the section by the Newland park is dangerous
I am IN FAVOUR of the proposed reduced speed limit.	I am most concerned about the speed in which cars trning left into Hallett Road from Kensintogn Road at round-about. There needs to be a better way to reduce the speed at this corner. Many cars take this turn in a gliding motion,no indicaiton and no reduced speed. There are many children walking to and from school at this corner during peak hour and thier safety is in danger.
I am IN FAVOUR of the proposed reduced speed limit.	The tenants in this property are concerned about exiting the driveway as it is very difficult to view traffic coming from Greenhill Road at the no parking area has been shortened and with parked vehicles blocking the visability due to the rise and dip of the road there have been several close call.s we suggest extending the no parking space.
I am IN FAVOUR of the proposed reduced speed limit.	My neighbours car was wrtitten off while parked after being hit.
I am IN FAVOUR of the proposed reduced speed limit.	Re turning left from Statenborough St into Hallett Road, The metal fence structure needs to be modified to see the traffic coming down Hallett Road. It is a dangerous situation some mornings.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	How can you stioop the buses that park (Bus Stop 18) by and opposite Newland Park Turning off their engines when the drivers go to their rest stop on Marble Tce. Both the noise and air pollution is terrible and must be addressed. I know this isn't a specific traffic issue but it must be addressed and resolved.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	Trucks speed 24/7 all night

I am IN FAVOUR of the proposed reduced speed limit.	We have lived here of r25 years. Noticed the increased traffic and selfishness of drivers - the use of exhaust brakes by heavy trucks is disturbing to all residents - static cameras are a must.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	I quite agree with the limit proposed. Thanks
I am IN FAVOUR of the proposed reduced speed limit.	We, as a family, strongly support the proposed reduced speed limit. It would be much safer driving along Hallett Road with reduced speed limits.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	I live on the western side of Hallett Road and have great difficulty driving out of my gate due to the parking of cars in the parking area to the south of my gateway and with the road sloping down it is very hard to see past parked vehicles. If the 'No Parking' area could be extended more to the south (or Greenhill Rd) area it would be very much safer to exit the driveway onto the road. I would be very grateful if consideration could be given to extending the No Parking area thank you.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	Would been the increases in crashes has occurred since the installation of bollards in from on Taylor XX Coffee Shop.
I am IN FAVOUR of the proposed reduced speed limit.	Council should also give consideration to limiting large (often with trailers) earth moving trucks and concrete mixing trucks from using this road, except for local deliveries. Also potholes cause trucks with trailers to rattle loudly as they thunder by. Also, they are often forced to drive over rumble strips (huge noise again). Water main inspection pits with lids well below main surface cause huge noise by trucks and tradies with trailers. At corner of Hallett Road and Heatherbank Terrace, there is collection of <u>six</u> such pits! (unavoidable). Bicycle riders do use this road but there are no bicycle lanes – surprising that you don't mention this problem.

<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>We have lived at 9 Hallett Road for approximately 33 years and can attest to the increase in volume of traffic over this time. There are a large number of the Torrens Transit bus service, Boral quarry vehicles and other articulated heavy vehicles all of which travel at 60 kph or more each day. We are surprised that there hasn't been more accidents than your statistics indicate. We have also often talked about and worried about the likelihood of a vehicle versus pedestrian accident around St Peters girls' school and the Newland Reserve. It is often chaotic during school pick up times when sporting events take place at Newland Reserve. We are sure that a 10 kph reduction in speed on this road would make it much safer. Thank you.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>We have lived here for 10 years. Speed has always been an issue. People accelerate hard after exiting the roundabout. Very few people adhere to 60, so I'm not sure reducing the speed will work. I would like to see a speed hump which ensure a speed reduction.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>Parents who drop off and pick up kids from St Peters break the traffic laws every day, parking, and stopping traffic to pick up their kids. Parking in places they are not allowed and putting kids in danger.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>Lots of children crossing the road after school's out, both Burnside Primary and St Peters, 50 kph would be safer.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>With the number of residents now residing in the Adelaide Hills, Hallett Road is being used as a through road and the volumes have increased a lot since we started our time some 20 years ago.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>I live on the corner of Godfrey Terrace and a lot of traffic seems to really speed through into Godfrey Terrace as a 'short cut'. Any local speed reduction would be most welcome. Regards, Tanya. PS: By 'speed' I mean in a dangerous way considering the road space and community members entering / exiting driveways and pedestrians walking around.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>Having lived right on Hallett Road roundabout for many years, I can assure you, traffic just loves to zip down Hallett Road so any reduction of speed would be a blessing. Inclusive of adequate signage indicating speed.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>I believe the speed limit should be 40 kph</p>

I am IN FAVOUR of the proposed reduced speed limit.	A speed check/warning system same as on Penfold Road should be installed on the steepest section.
I am IN FAVOUR of the proposed reduced speed limit.	Our family car was written off when a speeding car rear ended our parked car on Hallett Road. People drive dangerously to go around cars turning into streets perpendicular to Hallett, especially during school hours. Please add a 25 zone between Stanley & Statenborough.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	Bill Cooper Oval is widely used by families especially with Children and it is very common on weekends for there to be relatively a lot of people on either side of the road near Taylor Blend looking to cross to either side of the road and subject to risk based on traffic passing at 60 km/h (or more!) Also, the traffic around Saints Girls is of concern due to the high number of students near the road after school – traffic calming by reducing the speed to 50 km/h would reduce the risk of fatality and make the speed of the road better suit the pedestrian traffic crossing the road ie match the speed of the road to the way the amenities near the road are being used. It would also make it safer for our precious wildlife (koalas in particular) who are often seen close to the road, particularly near Kensington Road.
I am IN FAVOUR of the proposed reduced speed limit.	This is a no brainer, 1 school a playground and a sportsfield along this stretch of road. It's also a residential street. Plenty of children around. The speed limit should actually be lower. You might need to also consider speed reduction treatments as I regular observe drivers speeding along this stretch, especially on the downhill from Greenhill road
I am IN FAVOUR of the proposed reduced speed limit.	There are a lot of blind corners for streets exiting onto Hallett Rd - these may be worth looking at as well. For example, the corner of Allendale becomes blind turning right onto Hallett if there is a car parked on the side of Hallett near that corner. Buses often obscure vision exiting from Marble Tce. On the other side of Hallett, Statenborough, Godfrey, Stanley etc all have blinds spots turning right onto Hallett (trees / stobie poles).
I am IN FAVOUR of the proposed reduced speed limit.	A very dangerous road. My daughter's go to the early learning centre. It is scary at times with trucks and buses and cars. A zebra crossing across from the ELC woikd be best. Reduction in speed to 25kph outside the ELC would be even better . I have witnessed a few near misses. One involved a semi trailer. Thankyou
I am IN FAVOUR of the proposed reduced speed limit.	if not the full road then the section by the Newland park is dangerous

I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	Much needed speed reduction, as a parent of Saint's Girls, i find the 60kmph speed down Hallet Road an enormous hazard.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	I live near Hallett Road and my daughter attends St Peters Girls School and son attends the St Peters Girls ELC on Hallett Road. Most people parking on Hallett Road are juggling babies and toddlers and having to navigate busy traffic while also putting their babies and toddlers in their car seats. It is incredibly stressful standing on Hallett Road clipping my young son into his car seat with cars flying past me. My son has also pulled away from me and nearly ran on the road numerous times. The situation is extremely dangerous having ELC/playgroup parking right on a busy 60km road.
I am IN FAVOUR of the proposed reduced speed limit.	This road has high pedestrian activity including young children attending the school and playing in the park. A reduction in the speed limit would improve safety.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	St Peter's Girls School is located on Hallett Road. There are numerous users of the school including the Early Learners Centre. A reduction in traffic speed will better ensure the safety of the staff, students and parents of St Peter's Girls School.
I am IN FAVOUR of the proposed reduced speed limit.	It is a really busy road especially during morning and afternoon school hours with lots of children across the road to go to school and parents driving in a rush to send children to school. Hallet road also has a bus parking area and ELC drop off line which make the road to be busier. Reduce the driving speed from 60 to 50 can lower risks of incident or at least reduce the speed limit during school hours.
I am IN FAVOUR of the proposed reduced speed limit.	

I am IN FAVOUR of the proposed reduced speed limit.	I think that not only to reduce speed limit, but there is also necessity to create a school zone and children's crossings in front the St. Peter's girls ELC gate on Hallet Road, it is crucial to protect children's safety.
I am IN FAVOUR of the proposed reduced speed limit.	Should also be made a school zone
I am IN FAVOUR of the proposed reduced speed limit.	One issue is the 60km speed (which should be reduced). But another, more important safety concern, is the SIZE of the vehicles - it seems that an inordinate proportion are trucks and buses travelling quickly. Many of the trucks are presumably from the nearby quarry. Hallett Road has so many children given Saints ELC, Ferguson Conservation park, the steamroller park across the road, the baseball field and Taylor Blend cafe. its an accident waiting to happen, sadly. Thanks.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	My daughter goes to school on this road and its scary thinking of her near the rosd.
I am IN FAVOUR of the proposed reduced speed limit.	Speed reduction needed to protect school and ELC children and their families as well as people using the reserve and feruguson park.
I am IN FAVOUR of the proposed reduced speed limit.	Traffic queues at the pedestrian crossing lights outside St Peters Girls school when activated during peak school times are very long and make vehicle access parked on the road difficult and dangerous after the lights have turned green and traffic is moving. Possible widening of the road or restricted parking during school times may assist.
I am IN FAVOUR of the proposed reduced speed limit.	I think there should be a 25kph zone around the school complete with crossing guards, flashing yellow lights and flags, during peak school drop off and pick up times. 50kph is better than 60 but 25kph (and it being enforced) would be ideal. This arrangement happens around other schools (St Ignatius in Norwood as well as Rose Park Primary) so there is precedent for St Peter's Girls and St Peter's Girls ELC. The ELC is especially vulnerable as the entrance is on Hallett road. Which is ironic given the chance of a toddler / kindy child running into the road is higher than a primary or middle school child.
I am IN FAVOUR of the proposed reduced speed limit.	I think Hallett Road is very dangerous for residents, particularly kids. A number of factors including the school, cafes, bus depot, sports fields and the steep hill combine to create a dangerous environment and from the point of view of a resident, a reduced speed limit is warranted.

I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	I believe you should also strongly consider School Zone speed limits during school hours as per many other roads/schools in the council (eg The Parade). It is a dangerous road to cross or take children out of the car on given the volume of trucks, buses and cars. This is particularly relevant for the ELC with the young children being dropped off. It is an accident waiting to happen and I would prefer the limit reduced to 25 outside of the ELC/school during school hours.
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	Hallett/Greenhill Rd corner is also a hazard which could be much safer with a roundabout
I am IN FAVOUR of the proposed reduced speed limit.	40 hour speed limit past St Peter's Girls' School during school start and end hours would be wonderful
I am IN FAVOUR of the proposed reduced speed limit.	My daughter attends SPG ELC and we park outside the school in the mornings. Getting the children in and out of the car feels unnecessarily dangerous with the speed of other cars passing by. All roads directly off a school should have reduced speed limits, we should do everything in our power to protect our young people.
I am IN FAVOUR of the proposed reduced speed limit.	While figures were given as a total for 2014 2018, there was no break down for the period when the road was narrowed to one lane each way, and the safety island between Newland Park and Taylor Blend coffee shop. In other words, was there a reduction in crash numbers after these works were done. Regardless, I am in favour of the reduction in speed limit to 50 km/hour.
I am IN FAVOUR of the proposed reduced speed limit.	I don't know if the limit needs to be 50 km/h the entire length of Hallett Road , but it should be dropped to 50 between Newland Avenue and Kensington Road. More importantly though, I think the road between Newland Avenue to Stoneyfell Road could be dropped to 40 km/h during the drop off and pick-up hours at St Peters Girls School as the traffic is heavy and there are lots of kids and parents around. The flashing speed limit signs that are used up from the tollgate could be used to show the limit at the appropriate times during the day.
I am IN FAVOUR of the proposed reduced speed limit.	

I am IN FAVOUR of the proposed reduced speed limit.	I would also like to see a 25kmph school zone (either while children present, or during prescribed times) around St Peters Girls School. there are lots of children, incl ELC aged, placed at risk with vehicles going past at inappropriate speeds during school drop off and pick up times
I am IN FAVOUR of the proposed reduced speed limit.	The bus parking on the side to "rest" is a safety concern for me. I don't think this road is wide enough for such a service. I'm always worried about pedestrians walking out onto the road blindly because of these parked buses. Worries me when I'm driving with 16year old L plate son.
I am IN FAVOUR of the proposed reduced speed limit.	There are a lot of young people crossing Hallett Rd, including at the assigned crossings. I can be VERY difficult to see passed the parked buses to see what traffic is coming. There are also a lot of roads that feed into Hallett, so a lot of cars turning into and off the road
I am IN FAVOUR of the proposed reduced speed limit.	
I am IN FAVOUR of the proposed reduced speed limit.	I lived near this park for 13 years. Due to pedestrians crossing for Newland Reserve, Ferguson Conservation Park, St Peters Early Learning and the popular cafe on cnr Marble Tce - I am surprised and grateful that no one has been killed. This road gets very busy with car, truck and bus traffic. Visibility is often obscured by buses parked on both sides of the road. The hill down from Greenhill Rd causes traffic to speed up. There is a small but constant flow of traffic into and out of side streets including Heatherbank Tce, Newland Rd, Allendale Grove and Marble Tce. All these factors make 60 an unsafe speed on Hallet Rd. Yet many drivers seem determined to go as fast as they can. I believe the section from Newland Rd to the pedestrian lights at St Peter's Girls should be a 40 km zone - at least between 8 and 5. That may seem a bit much, but I've seen some near tragedies on that road.
I am IN FAVOUR of the proposed reduced speed limit.	Tailgating is another huge problem - for some reason driving on Hallett Road brings out everyone's inner tailgater.
I am IN FAVOUR of the proposed reduced speed limit.	As a resident from just around the corner, and having used the road almost daily since 1980 I am well aware of some of the dangers of this road. The reduction will help enormously - there are a number of distractions from Greenhill to Stonyfell Rds in particular. Firstly numerous buses lined up, the coffee shop and people dodging over the road, school children, numerous cars always parked along the roadside near St. Peter's LCL and the pedestrian crossing...The downhill slope from above the shops encourages more speed and the number of "hoons" who speed very noisy cars along the strip all help the crash sites. Roll on 50km limit a.s.a.p.

<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>Traffic in & around St Peters Girls school is congested & difficult to work with during school drop off & pick up times. Many parents taking their young children to the kindy/childcare centre on-site get their kids out of the car on the road side & then cross the road no-where near the pedestrian crossing - probably as The crossing is not situated close to the gate to this facility. I use this road twice a day 5 days a week & limit my speed in the area around St Peters Girls to much less than 40km due to congestion, parking issues, bad traffic behaviour by parents, and bus parking (school buses).</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>While I am not a resident of Burnside Council, I am a regular user of Hallett Road. I like to think I drive according to varying road conditions. Given the narrow design of both the north and south carriageways, particularly approaching and adjacent the reserves, Saints Girls and the small shopping centre, my maximum speed is 50km/hr and more often than not around 40km/hr particularly when there is pedestrian traffic, school activities on the reserve, and cyclists present. Entering from Greenhill Road and heading south, it is easy to pick up speed on the downslope and I invariably slow to 50km because the road narrows and there is often a bus parked on the western side.</p> <p>In the interests of ALL users of Hallett Road and given the physical characteristics of the carriageways - some of which I am sure are designed to slow traffic - I fully support a reduction of the maximum speed limit to 50 km/hr.</p> <p>Curiously, the navigation system in my vehicle indicates Hallett Road is a 50 zone. If once it was, this is one back to the future move, I commend.</p> <p>Thank you for this opportunity to engage.</p> <p>Sincerely,</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>There is a school and early learning centre on the road as well as sporting facilities which are used on weekends both of which mean there are many children in the area both during the week and on weekends. Lowering the speed limit will make the environment safer for the whole community.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>Highly agree with the proposed action to keep the community safe.</p> <p>I think a solar-powered speed detection&warning pannel can also help people control speed under 50km/h as there is a long descent in conjunction with Greenhill road.</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	<p>My family live off of Hallett Road and we regularly go to Saints Girls. The reduction in speed will make the community safer!</p>
<p>I am IN FAVOUR of the proposed reduced speed limit.</p>	

I am IN FAVOUR of the proposed reduced speed limit.

Hallett Rd is a nightmare at peak times, it's nearly impossible to exit Heatherbank Terrace safely to turn right onto Hallett. Speed of cars, buses, trucks, cement mixers etc is a contributing factory to this being unsafe. Please change and enforce 50kpm. Please consider the impact on Heatherbank Terrace though, as we are still experiencing inappropriate driving on a daily basis - the installation of the speed reader has done virtually nothing to help. Buses and trucks still regularly use this street to avoid Hallett bottlenecks. I am concerned that any slowing of Hallett Rd will cause more drivers to use Heatherbank as a route to the Wattle Park roundabout and they will speed up the hill - most drivers tend to do this. Hallett Rd should actually be slowed to 25 near St Peter's Girls, and at the crossing near Heatherbank Tce due to the high volumes of school children trying to safely get to Burnside Primary on foot and on bikes, and also school children trying to safely get to the bus stop. It's a real circus on Hallett at peak times and incredibly dangerous, so I welcome Council's investigation in slowing the traffic. Also, we need lights at the cnr Hallett and Greenhill, and Hallett and Kensi Rd - way too many accidents and near misses at these corners, mostly due to careless and inappropriate driving.

I am IN FAVOUR of the proposed reduced speed limit.

I am IN FAVOUR of the proposed reduced speed limit.

In my opinion there are more critical issues around Hallett Road traffic that must be addressed in conjunction with any move to reduce speed:

- 1) At various times of the day, often when school children are crossing Hallett Road, there can be up to four buses parked at the junction of Marble Terrace and Hallett Road. Visibility at the crossing point is virtually ZERO with the only safe way for cars and pedestrians to see to edge out into the junction ... significant safety concern!
- 2) No safe crossing point between St Peter's Girls school and Greenhill Road for the many children who walk to school, the various walking groups who use Michael Perry reserve and Ferguson Park (many of whom are elderly) and the many people who walk dogs around the area ... significant safety concern!
- 3) Young trees have been planted on street corners which, once mature in a few years time, will limit visibility for drivers turning onto Hallett Road. For example, a young tree has been planted on the SE side of the Allendale/Hallett Road junction which will significantly impact visibility ... significant safety concern!
- 4) Drivers illegally parking outside Taylor Blend coffee shop impacting visibility for drivers turning onto Hallett Road from Marble Terrace

While reducing the speed limit might ease some of the concerns, a more consolidated approach to safety is required.

I am IN FAVOUR of the proposed reduced speed limit.

As a traffic engineer and accredited senior road safety auditor, I consider the reduction on Hallett Road to 50 km/h to be highly desirable. While Hallett Road accommodates relatively high traffic volumes, it is not an arterial road nor is its cross section reflective of a typical 60 km/h road.

The road provides access to a small local centre (including a popular cafe), sporting facilities, nature reserve and St Peter's Girl's School as well as surrounding residential development. These uses all contribute to reasonable levels of pedestrian movement across the road (particularly in the vicinity of St Peter's ELC). The road is also regularly used by cyclists and (other than in the vicinity of the Pedestrian Actuated Crossing) there are no dedicated cycling facilities. Cyclists are required to share the traffic lanes with vehicles with little or no protection from the parking lanes (unless they utilise the footpaths). A reduced speed limit would be desirable to more appropriately and safely accommodate pedestrian and cyclist movements on and along Hallett Road.

Item No: 13.6
To: Council
Date: 28 July 2020
General Manager / Key Contact: Barry Cant – General Manager, Urban and Community
Subject: BURNSIDE WAR MEMORIAL HOSPITAL – LEASE – CENTRAL STERILE SUPPLY DEPARTMENT PLANS
Attachments: A. Site Plan
B. Letter dated 8 July 2019 (Burnside War Memorial Hospital)
C. Proposed Leased Areas
D. Draft Lease Plan
E. Draft Surrender of Lease and New Lease
Prev. Resolution: C5386, 23/5/2001
C10740, 12/7/2016

Officer's Recommendation

That Council:

1. Endorse the commencement of the mandatory community consultation process required in accordance with its obligations under the *Local Government Act 1999* on a proposed long-term lease, in order to facilitate the new CSSD department required by the Burnside War Memorial Hospital, over a portion of 120 Kensington Road and 97 Hewitt Avenue, Toorak Gardens with a total term of 17 years.
2. Following the outcome of the community consultation be presented with a further Report in relation to the proposed new long-term lease.

Purpose

1. To provide Council with a request from the Burnside War Memorial Hospital Inc. (the Hospital) for a new long-term lease over a portion of 120 Kensington Road and 97 Hewitt Avenue, Toorak Gardens, incorporating additional areas.
2. To seek Council's endorsement to proceed with a community consultation process for a new long-term lease in accordance with the *Local Government Act 1999* (the LG Act).

Strategic Plan

3. The following Strategic Plan provisions are relevant:

"Fit for purpose and cost effective infrastructure that meets community needs"

"A range of businesses and organisations that increase vitality and wealth in the City"

"A community that can access a range of formal and informal education, information, public health and other services and opportunities to enhance their lives"

"Delivery of good governance in all Council business"

"A financially sound Council that is accountable, responsible and sustainable"

Communications/Consultation

4. The following communication/consultation has been undertaken:
 - 4.1 Consultation with the City of Burnside Executive Team, Group Manager Assets and Infrastructure and Coordinator Property and Facilities.
 - 4.2 Correspondence and meetings with the Hospital Executive Team.
5. Should Council proceed with the Officer's Recommendation, it is proposed that community consultation in relation to the Hospital's request for a long-term lease over the clubrooms be undertaken, and the community be given a period of at least 21 days to provide any feedback. This is consistent with Council's legislative obligations under the LG Act and Council's Community Engagement (Public Consultation) Policy.
6. The following actions are recommended as part of the community consultation process:
 - 6.1 Public notice published in a newspaper circulating with the City of Burnside;
 - 6.2 Post an information / notification letter and survey to properties surrounding the Hospital;
 - 6.3 An online engagement program via engage.burnside;
 - 6.4 Email engagement program to all engage.burnside subscribers; and
 - 6.5 Link and information provided on Council's website.
7. Following the conclusion of the community consultation process, a recommendation in relation to the Hospital's request for a new long-term lease will be presented to Council.

Statutory

8. The following legislation is relevant in this instance:

Associations Incorporation Act 1985

Australian Charities and Not-for-profits Commission Act 2012

Local Government Act 1999

Local Government (Accountability and Governance) Amendment Act 2015

Real Property Act 1886

Retail and Commercial Leases Act 1995

9. Pursuant to sections 50 and 202 of the LG Act, Community Land may only be alienated by lease or licence where the term exceeds five years after following the relevant steps set out in Council's Community Engagement (Public Consultation) Policy.
10. Under section 202 of the LG Act, the maximum period that Council can lease or licence Community Land is 42 years.

Policy

11. The following Council policies, plans and strategies are relevant in this instance:

Leasing and Licensing of Community Facilities Policy

Community Engagement (Public Consultation) Policy

Procurement Policy

Be the Future of Burnside Strategic Community Plan 2016-2026

Eastern Health Authority Regional Public Health and Wellbeing Plan

Special Feature Reserves Community Land Management Plan

Connected Community Strategy

Property Strategy

Risk Assessment

12. Risks associated with this Report are identified as:

12.1 Should Council not consider the request for a new lease that includes portions of land outside the area currently leased by the Hospital, the Hospital's proposal for a new Central Sterile Supply Department (the CSSD) may not be able to progress, **thereby placing it at risk of future non-compliance of the revised AS/NZ 4187: 2014 Reprocessing of reusable medical devices in health service organisations.**

12.2 There is a risk that the community will be averse to the grant of a new long-term lease to the Hospital over Community Land. However, this is considered to be low. As there is an existing long-term lease already in place until 2037, and the Hospital is not proposing to extend the term under the new arrangement, it is expected that the granting of a new long-term lease over the site will cause minimal impact to the community. That said, there is an opportunity for the community to provide feedback as part of the proposed consultation process.

CEO Performance Indicators

13. At the time of writing this Report, the CEO's Performance Indicators for the 2020/2021 financial year have not been set.

Finance

14. The following annual payments are received from the Hospital:

14.1 In the 2020/21 financial year, Council rates were calculated at \$51,188. A discretionary 75 per cent rebate was applied, in accordance with the resolution of Council and being applicable for the term of Council, resulting in \$12,797 being payable; and

14.2 Rent of \$21,839 annually.

15. In April 2020, the Hospital requested that Council grant it financial relief due the impact of COVID-19 on their business. In response and consistent with protocols developed for this period, a rent amnesty was granted to the Hospital from March to September 2020, noting this can be revoked at any time should circumstances on the pandemic at hand change. The Hospital was further advised of Council's Coronavirus Financial Hardship Rates Relief package that is available in certain circumstances, although they did not pursue this option.
16. It is estimated that the total cost to undertake the level of community consultation described in this Report is approximately \$400. These costs will be managed through existing operational budgets.

Discussion

Background

17. The City of Burnside is the owner of 120 Kensington Road and 97 Hewitt Avenue, Toorak Gardens comprised in Certificate of Title Volume 5859 Folio 365 incorporating Hospital buildings, Attunga House, Attunga Gardens and car park areas.
18. The whole of the site (Hospital, Attunga and Gardens) is 'Community Land' by virtue of Council Resolution C5386 made on 23 May 2001.
19. A site plan is provided at Attachment A.

Existing Lease

20. At the meeting on 12 July 2016, Council resolved, in part, (C10740):
 1. *That the Report be received.*
 2. *That Council authorises the Mayor and Chief Executive Officer to execute and affix the Council's Common Seal (where necessary) to:*
 - 2.1 *A lease of the portion of 120 Kensington Road, Toorak Gardens comprised in Certificate of Title Volume 5859 Folio 365 to the Burnside War Memorial Hospital Inc substantially in the form of the draft Lease provided in Attachment A of this Report, and in any other respect, subject to variations as the Chief Executive determines appropriate and in the Council's interest; and*
 - 2.2 *Such other documents as may be necessary to give effect to the draft Lease Agreement referred to in above Recommendation item 2.1.*
21. In accordance with Council resolution C10740, Council and the Hospital entered into a new 21 year Lease over Hospital buildings, Attunga House and car park areas that commenced on 1 August 2016. This lease was subsequently registered on title at the Land Titles Office.
22. Attunga Gardens is excluded from the lease and is maintained by Council.
23. There are no proposed changes or amendments to the existing lease conditions or area already granted in 2016 through this process.

Proposed Central Sterile Supply Department Development and requirement for new lease

24. In July 2019, a letter was received from the Hospital seeking Council's consent to a proposed alteration of the premises under the existing lease to facilitate development of a new Central Sterile Supply Department (the CSSD).
25. The Hospital advised that the CSSD is required to ensure compliance with the revised national standard *AS/NZ 4187: 2014 Reprocessing of reusable medical devices in health service organisations* which will apply from December 2021.
26. It was further indicated that the CSSD development will be located in a vacant undercroft area directly underneath the existing operating theatre suite and will comprise approximately 360 square metres of new floor space, in addition to a new secured waste stored area adjacent to Hewitt Avenue.
27. A copy of the letter and associated preliminary concept plan is provided at Attachment B.

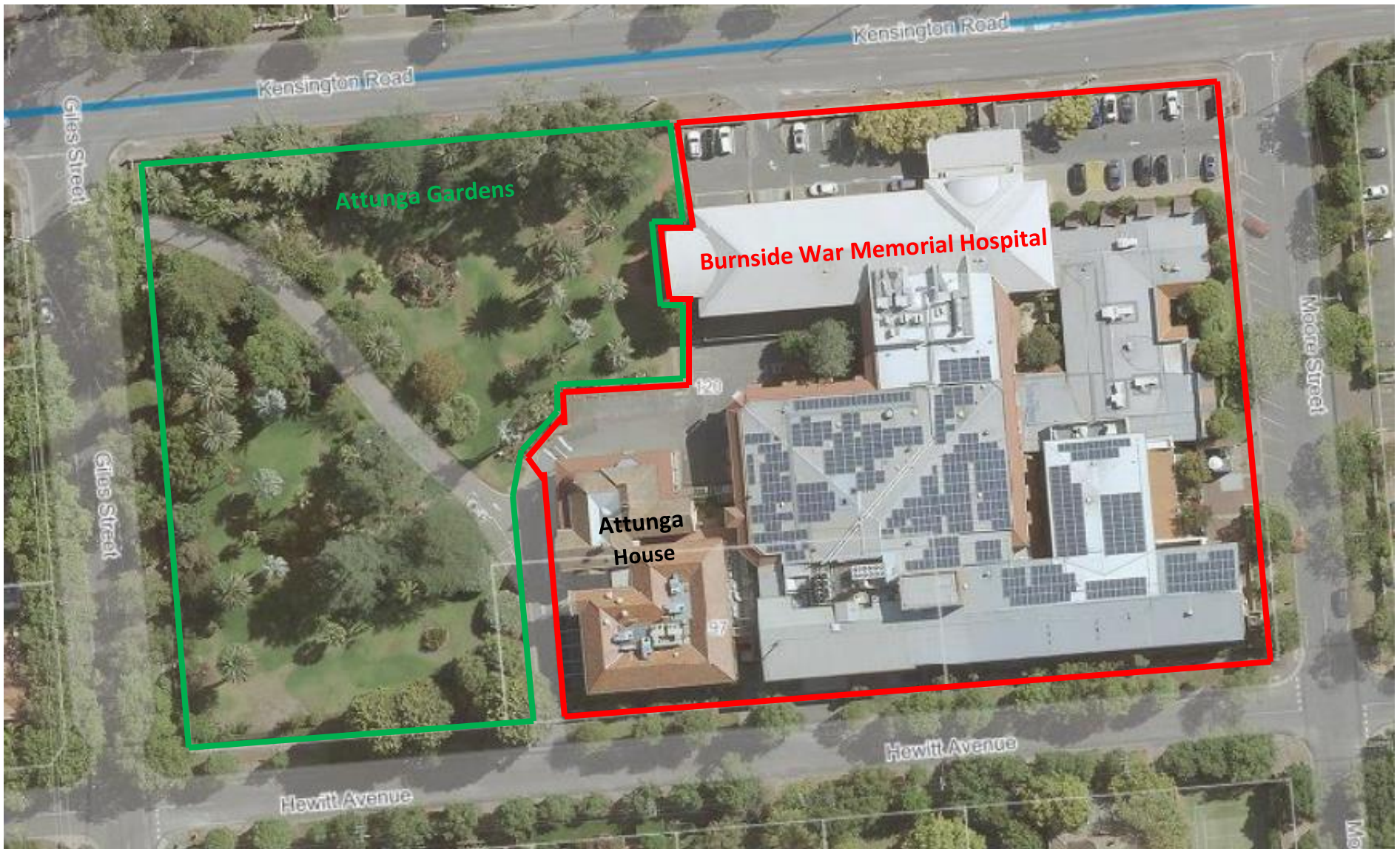
Subsequent Correspondence

28. In August 2019, the Hospital was advised that an assessment of the CSSD proposal indicated that portions of the proposed development **appeared to lie outside of the areas currently leased by the Hospital**. In so far as the request includes land which is outside of the existing leased area, the extension of the lease to these areas would constitute a new lease for the purposes of section 202 of the LG Act, and Council would need to either make the lease for a period of 5 years or less or comply with its public consultation policy in relation to a longer lease term.
29. It was further advised that it would not be practical for Council to issue a five year lease for these new areas when the remainder of the existing lease would continue for a further thirteen years, as there would be inconsistency with two different periods running parallel.
30. As a result, should Council be in favour of giving its approval, the Hospital was advised it would be **prudent for the new lease to be on same terms as the existing lease including the lease period, as such running simultaneously, and thereby triggering a community consultation process**.
31. The Hospital was further advised, based on the information provided, that sufficient details had **not** yet been received for the purposes of Council providing landlord approval under the lease.
32. In September 2019, the Hospital requested that Council agree to an amendment of the existing lease (in a form to be agreed between the parties) to extend the leased premises to:
 - 32.1 Include additional areas required for the CSSD development; and
 - 32.2 Remove height restrictions to the access driveways imposed by notations on the registered Filed Plan.
33. A meeting between both parties subsequently occurred on 14 October 2019 after which a letter was received from the Hospital requesting that Council agree to:
 - 33.1 Extend the lease area to include areas highlighted in yellow on the plan provided at Attachment C; and

- 33.2 Remove the lower and upper height limits imposed by the notations on the filed plan FX 251242.
34. The Hospital also requested an amendment to an indemnity provision contained in the template underlease (Annexure B of the existing lease) to assist in securing appropriate tenants for the premises.
35. In November 2019, the Hospital was advised that **in-principle, Council is willing to support the proposed amendments to the leased area and to the master underlease**. It was further advised that Council would commence preparing new lease documents in this regard incorporating the change to the master underlease should no other amendments be required by the Hospital.
36. In January 2020, the Hospital provided a draft Lease Plan incorporating the proposed new lease area and confirmed that it requires **no further amendment to the terms of existing lease**, other than the master underlease amendment referred to above.
37. The draft Lease Plan is provided at Attachment D.
38. In March 2020, the Hospital was provided with a draft surrender of existing lease and new lease (Attachment E) for review. It was further confirmed that once the draft documents are agreed in-principle, the Hospital's request for a new lease would be presented to Council for consideration at a future meeting.
39. In May 2020, the Hospital confirmed that the draft surrender of existing lease and new lease are satisfactory and requested that the proposal be presented to Council for consideration.

Conclusion

40. The Hospital currently occupies a portion of the site at 120 Kensington Road including the Hospital buildings, Attunga House and car park areas pursuant to a 21 year lease that will expire on 31 July 2037.
41. A proposal has been received from the Hospital seeking to undertake an alteration of the leased premises to facilitate development of the CSSD. It has been identified that portions of the proposed development are outside the existing lease by the Hospital, and a new lease will be required to include these portions in the development.
42. In accordance with the LG Act, Council is required to undertake community consultation in relation to the Hospital's request for a new long-term lease.
43. It is anticipated that a further report will be presented to Council, including the above-mentioned outcomes and a recommendation as to next steps, in October / November 2020.



8 July 2019

Mr Martin Cooper
A/Chief Executive Officer
City of Burnside
401 Greenhill Road
TUSMORE SA 5065



**BURNSIDE
HOSPITAL**

Established as a living
memorial to those who
served in war

Dear Martin

Re: Central Sterile Supply Department (CSSD) Development Plans – Burnside Hospital

I am writing to seek formal approval from the City of Burnside for a development of a new CSSD service in accordance with clause **8.2.1 (b) Alteration to Lease** of the Hospital's Lease with the City of Burnside.

The Board of Directors at its meeting on 29 May 2019 endorsed a feasibility concept for the development of a new CSSD located in a vacant undercroft area directly underneath the existing operating theatre suite. The development will comprise approximately 360 square metres of new floor area. In addition a new secured waste storage area is proposed adjacent to Hewitt Avenue. An architectural drawing is attached.

The approved feasibility concept is now being developed in preparation for formal lodgement for Development Plan Consent in the near future. It is assumed that the proposed development will be subject to the normal Development Plan assessment process, and that matters relating to the quality and compliance of the developed design solution will be managed through that process.

The hospital will also require approval from SA Health in accordance with our conditions of licence pertaining to a private hospital and will be seeking this separate approval directly with SA Health once the development design has been finalised.

One of the key reasons for this development relates to business continuity. It will ensure that our CSSD can meet the revised national standard *AS/NZS 4187: 2014 Reprocessing of reusable medical devices in health service organisations*. In its current iteration, our facility would fail to meet some of the requirements associated with the reprocessing environment in the revised standard.

This redevelopment includes specialist operational and medical equipment that will enable the Hospital to conform with AS/NZ: 4187. The project must be completed before December 2021 to ensure compliance with the revised standard.

We have engaged the services of Cheesman Architects with Mr James Sage, Managing Director responsible for overseeing the development of the design, the planning approvals and the project management.

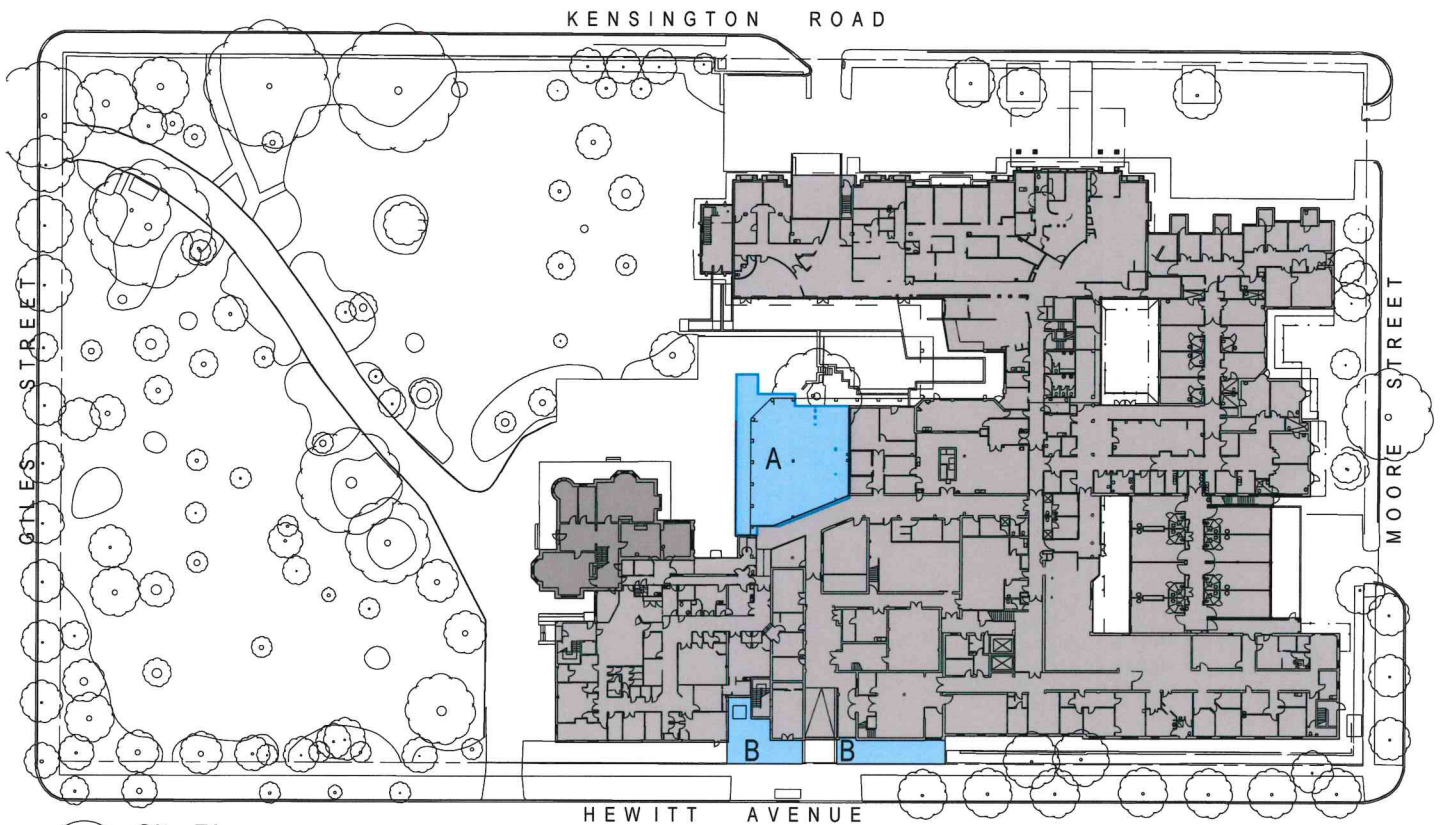
Please let me know if you require any additional information in relation to this project at this time including a copy of the preliminary concept plan.

Yours sincerely

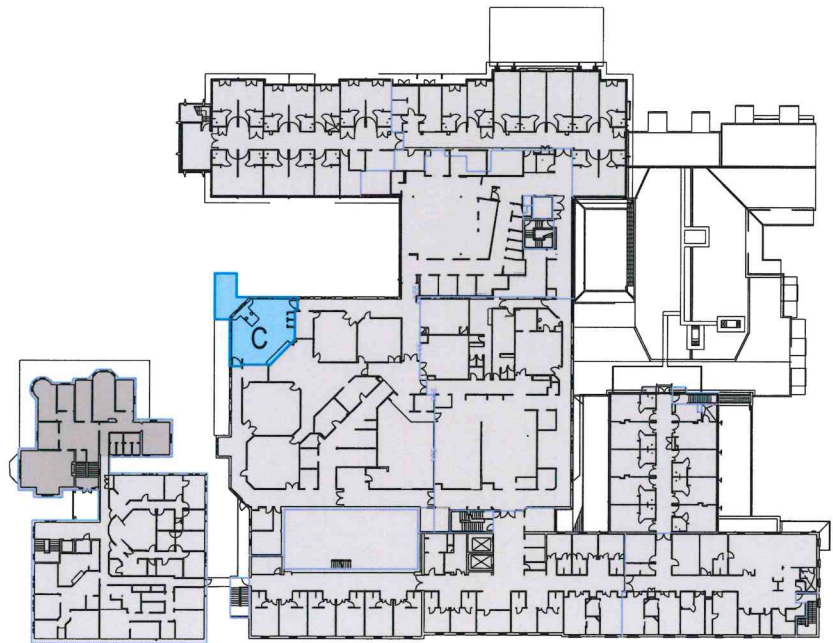
Heather Messenger
Chief Executive Officer

Attach:

cc Burnside Hospital Board of Directors

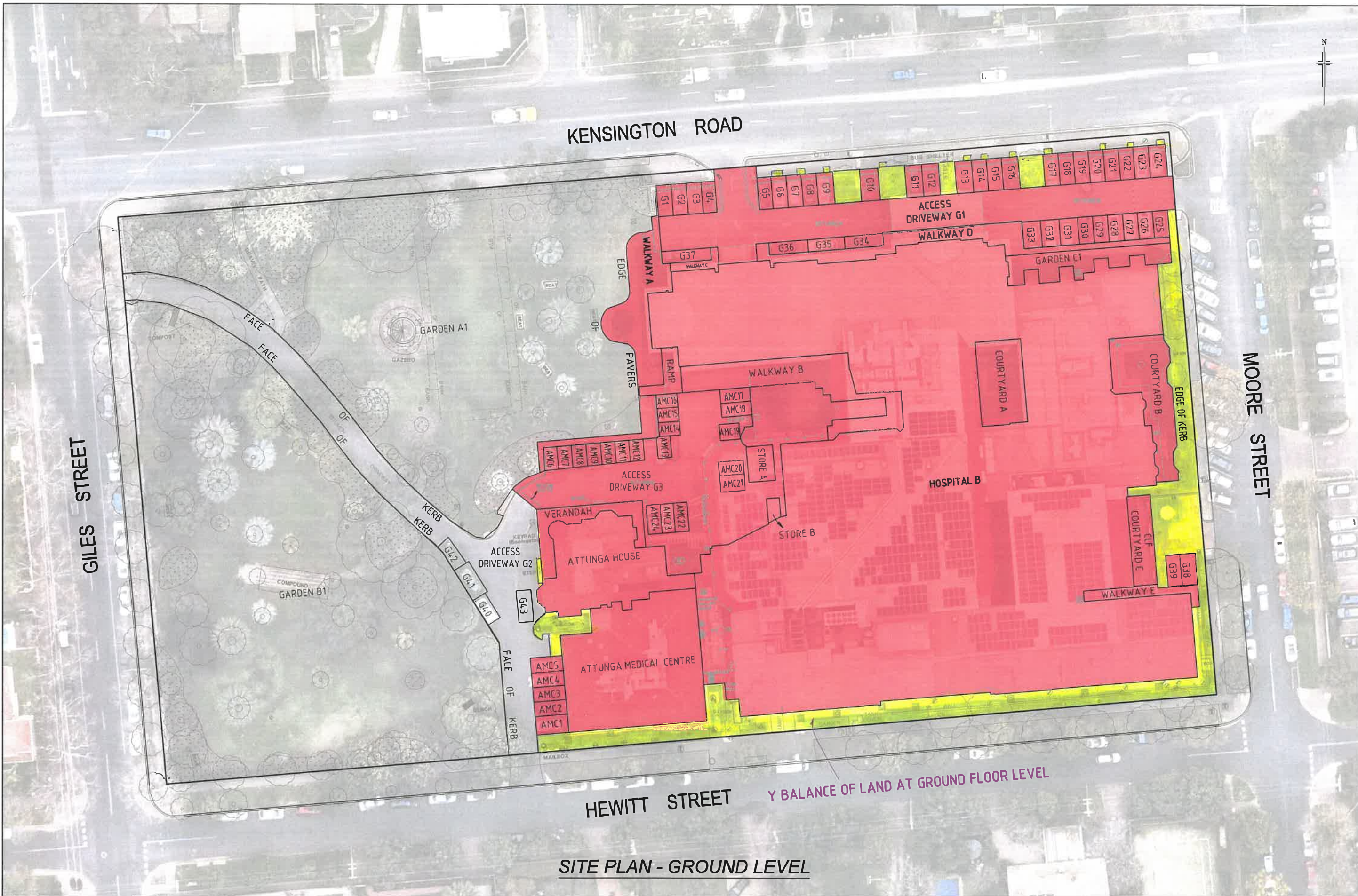


○ Site Plan
1:1,000



○ First Floor
1:1,000

- A Proposed new CSSD to be constructed to undercroft of existing building
- B Proposed bin enclosure on-site, at street Level
- C New lift and minor refurbishment of existing theatres



SITE PLAN - GROUND LEVEL

REV	DATE	DESCRIPTION	ADDITONS, AMENDMENTS AND APPROVALS	CALC	FIELD
1	5/09/2010	UPDATE PRESENTATION COLOURS			

LEGEND

SPRINKLER	SEWER LP
INSPECTION COVER	BOLLARD
TELEPHONE PIT (MEDIUM)	ELECTRIC CABLE COVER
HYDRANT	STREET LIGHT
SUMP	S.E.P.
TAP	DAE IP
JUNCTION BOX	FRIDGE
INSPECTION POINT	CABLE MARKER
COMMON DRAIN IP	LIGHT
LEASE PLAN	TREE 1 SHADE

Notes:
 Property boundaries and easements shown hereon have been extracted from government records and show discrepancies to Certificate of Title documents.
 Boundaries have not been verified by field survey.
 Construction or design on or near boundaries or easements will require additional survey work.

0 2.5 5 10 15 20 25 m

1:250 ORIGINAL SHEET SIZE B1

CONTOUR INTERVAL:	N/A
SURVEY:	AJS 28.08.2010
DRAWN:	AMP 30.08.2010
CHECKED:	FR 30.08.2010

Alexander & Symonds Pty Ltd
 11 King William Street, Kent Town,
 South Australia 5087
 PO Box 1000 Kent Town, SA 5071
 ABN 52007 251 942

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 W www.alexander.com.au
 E a.sids@alexander.com.au

+ Property + Land Development +
 + Construction + Planning +
 + Special Information Management +

Alexander Symonds
 Surveying Consultants

SITE PLAN
BURNSIDE WAR MEMORIAL HOSPITAL
120 KENSINGTON ROAD, TOORAK GARDENS

DRAWING No. A058416 SITE PLAN(B)-hatched areas SHEET 1 OF 1 REVISION 150B

PURPOSE:	LEASE	AREA NAME:	TOORAK GARDENS	APPROVED:	
MAP REF:	6628/42/K	COUNCIL:	CITY OF BURNSIDE	DEPOSITED/FILED:	
LAST PLAN:		DEVELOPMENT NO:			SHEET 1 OF 3
					70006_text_01_v01

AGENT DETAILS:	ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099	SURVEYORS CERTIFICATION:
AGENT CODE:	ALSY	
REFERENCE:	A058416LSE2(C)	

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	5859	365		ALLOTMENT(S)	8	F	141069 ADELAIDE		

OTHER TITLES AFFECTED:

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: TO SUPERSEDE F251242
SEE CT FOR EASEMENT DETAILS

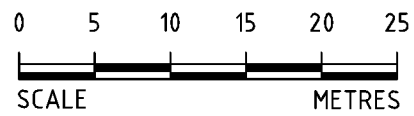
Alexander & Symonds Pty.Ltd.
 11 KING WILLIAM STREET, KENT TOWN
 P.O. BOX 1000 KENT TOWN 5071
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988
 REFERENCE A058416LSE2(C)
 JLG 18/12/2019

HOSPITAL C, ACCESS DRIVEWAY A, GARDEN
 A2 AND GARDEN B2 ARE UNLIMITED IN HEIGHT.
 Z BALANCE OF LAND IS UNLIMITED IN HEIGHT.
 THE LEASE PARCEL LABELLED HOSPITAL C
 CONTAINS THE WHOLE OF THE BUILDING.

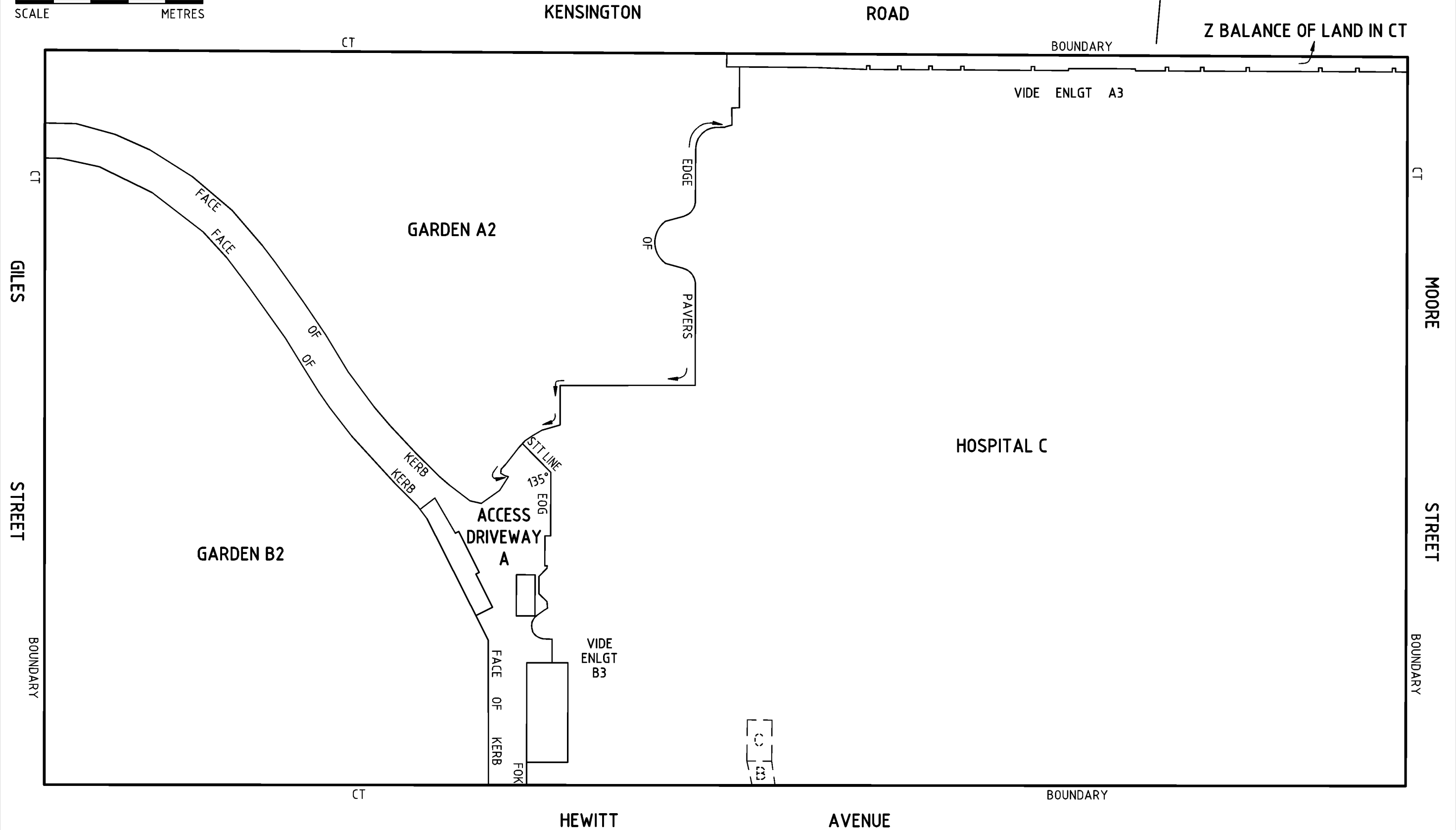
LEGEND	
STT	STRAIGHT
CT	CERTIFICATE OF TITLE
EOG	EDGE OF GUTTER
FOK	FACE OF KERB



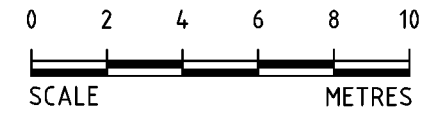
SHEET 2 OF 3
 70006_pland_1_V01



SITE PLAN

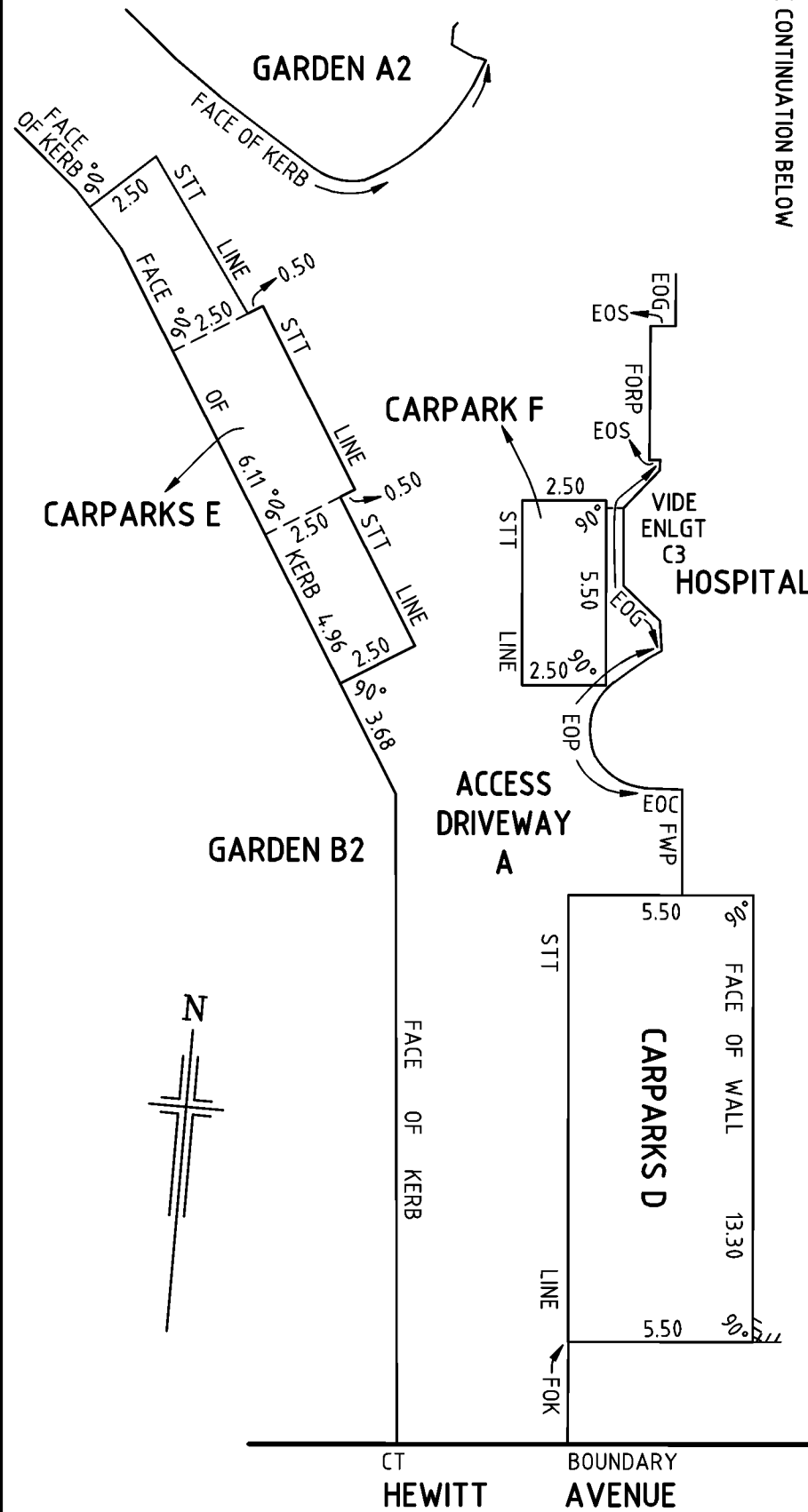


ENLARGEMENT A3



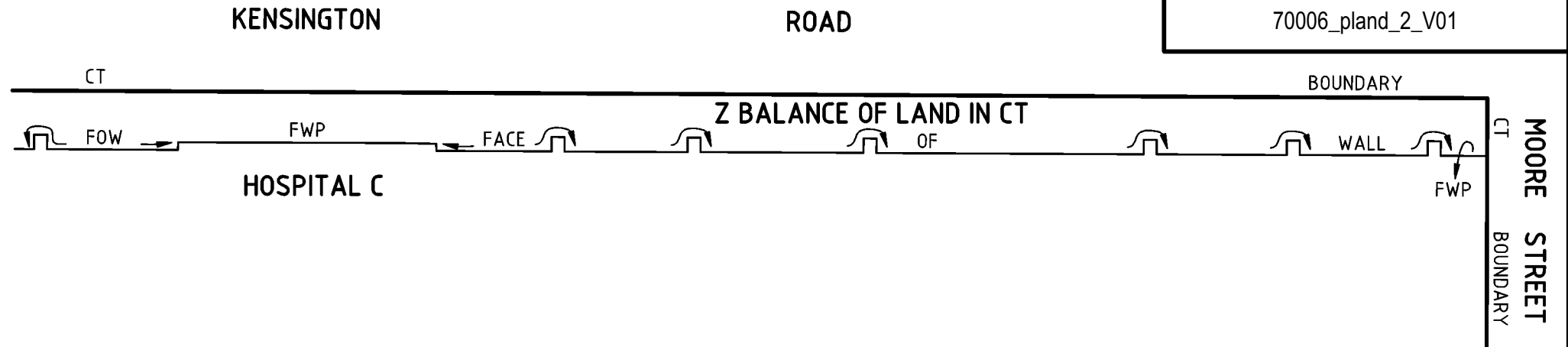
SHEET 3 OF 3

70006_pland_2_V01

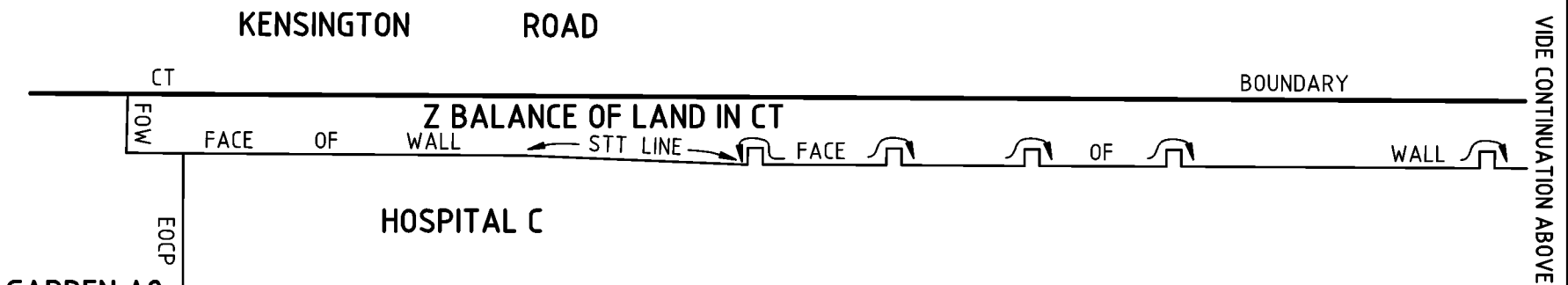


ENLARGEMENT B3

VIDE CONTINUATION BELOW



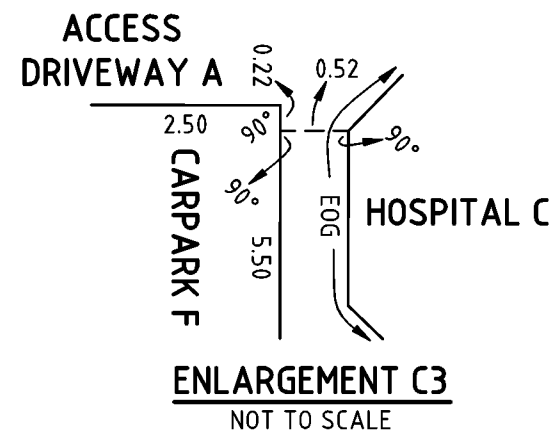
VIDE ENLGT C3



VIDE CONTINUATION ABOVE



LEGEND	
EOC	EDGE OF CONCRETE
EOCP	EDGE OF CONCRETE AND PRODUCTION
FOW	FACE OF WALL
FWP	FACE OF WALL AND PRODUCTION
STT	STRAIGHT
CT	CERTIFICATE OF TITLE
EOP	EDGE OF PAVERS
EOG	EDGE OF GUTTER
EOS	EDGE OF STAIRS
FORP	FACE OF RAILING AND PRODUCTION
FOK	FACE OF KERB



Z BALANCE OF LAND IS UNLIMITED IN HEIGHT.

HOSPITAL C, GARDEN A2, ACCESS DRIVEWAY A, CARPARKS D, CARPARKS E AND CARPARK F ARE UNLIMITED IN HEIGHT.

Alexander & Symonds Pty.Ltd.

11 KING WILLIAM STREET, KENT TOWN
P.O. BOX 1000 KENT TOWN 5071
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE A058416LSE2(C)

JLG 18/12/2019

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

SURRENDER OF LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

STAMP DUTY DOCUMENT ID:	
-------------------------	--

SERIES NO	PREFIX
	SL

AGENT CODE

LODGED BY: KELJ

CORRECTION TO: KELJ

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

SURRENDER OF LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LEASE BEING SURRENDERED

12582399

WHOLE / PART (State whether WHOLE or PART of Lease is being surrendered)

Whole of the Lease

LAND DESCRIPTION

That portion of the Land being the areas identified in Filed Plan 251242 as "Attunga House", "Attunga Medical Centre", "Verandah", "Access Driveway B1", "Access Driveway G1", "Access Driveway G3", "Store B1", "Store B2", "Store B3", "Store B4", "Store A", "Store B", "Hospital B", "Walkway A", "Walkway B", "Walkway C", "Walkway D", "Walkway E", "Walkway F", "Courtyard A", "Courtyard B", "Courtyard C", "Garden C1", "Ramp", "Stairs A", "Stairs B", "Stairs C", "Balcony 1A", "Balcony 1B", "Balcony 1C", "Balcony 1D", "Balcony 1E", "Balcony 1F", "Balcony 1G", "Balcony 1H", Carparks "B1" to "B34" (inclusive), Carparks "G1" to "G39" (inclusive), Carparks "AMC1" to "AMC24" (inclusive), and "Lift".

LESSEE (Full name and address)

BURNSIDE WAR MEMORIAL HOSPITAL INC. of 120 Kensington Road, Toorak Gardens SA 5065

LESSOR (Full name and address)

CITY OF BURNSIDE of PO Box 9, Glenside, SA 5065

CONSIDERATION (Words and figures)

Nil

OPERATIVE CLAUSE **delete the inapplicable*

(a) *THE LEASE IS SURRENDERED

(b) *THE LEASE IS SURRENDERED AS REGARDS THE WHOLE OF THE LAND DESCRIBED

CONSENTS

N/A

DATED.....

CERTIFICATION **Delete the inapplicable**

Lessor(s)

*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

*Mark Henderson
Lawyer*

for: *Kelley Jones Lawyers*

on behalf of the Lessor

Lessee(s)

*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

*<Name of certifying party>
<Capacity of certifying party>*

for: *<Company name>*

on behalf of the Lessee

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

SERIES NO	PREFIX
	L

AGENT CODE

LODGED BY: KELJ

CORRECTION TO: KELJ

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

1. Executed Lease
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

That portion of the Land being the areas identified in Filed Plan ### as 'Hospital C', 'Carparks D', and 'Carpark F' comprised in CT Volume 5859 Folio 365

ESTATE & INTEREST

FEE SIMPLE

LESSOR (Full name and address)

CITY OF BURNSIDE of PO Box 9, Glenside, SA 5065

LESSEE (Full name, address and mode of holding)

BURNSIDE WAR MEMORIAL HOSPITAL INC. of 120 Kensington Road, Toorak Gardens SA 5065

TERM

COMMENCING ON .1 April 2020.....

AND

EXPIRING ON 31 July 2037.....

RENT AND MANNER OF PAYMENT (or other consideration)

\$24,023.40 per annum (inclusive of GST) payable quarterly in advance

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:

(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed herein and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

The whole of the land comprised in Certificate of Title Volume 5859 Folio 365 being more commonly known as 120 Kensington Road, Toorak Gardens SA 5065.

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

N/A

DATED.....

CERTIFICATION **Delete the inapplicable*

Lessor(s)

*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

*Mark Henderson
Lawyer*

for: *Kelley Jones Lawyers*

on behalf of the Lessor

Lessee(s)

*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

*<Name of certifying party>
<Capacity of certifying party>*

for: *<Company name>*

on behalf of the Lessee

MEMORANDUM OF UNDERLEASE

<p>LEASE BEING UNDERLEASED:</p> <p>Number</p>	
<p>CERTIFICATE(S) OF TITLE AFFECTED BY UNDERLEASE</p> <p>That portion of the land comprised in Certificate of Title Register Book Volume 5859 Folio 365 being the area delineated in red on the attached plan which area is within the</p>	
<p>State whether WHOLE or PART of land in Lease</p>	<p>WHOLE/PART</p>
<p>ENCUMBRANCE(S) AGAINST LEASE</p> <p>Nil</p>	
<p>UNDERLESSOR (Full Name and Address)</p> <p>THE BURNSIDE WAR MEMORIAL HOSPITAL INC ABN 84 816 192 280 of 120 Kensington Road Toorak Gardens SA 5065</p>	
<p>UNDERLESSEE (Full Name, Address and Mode of Holding)</p>	
<p>TERM OF UNDERLEASE</p> <p style="text-align: center;">FOR A TERM</p> <p style="text-align: center;">COMMENCING ON (Commencement Date)</p> <p style="text-align: center;">EXPIRING ON (Expiry Date)</p> <p style="text-align: center;">TOGETHER WITH ONE (1) RIGHT OF RENEWAL FOR A FURTHER TERM</p> <p style="text-align: center;">OF</p> <p style="text-align: center;">YEARS</p> <p style="text-align: center;">SUBJECT TO ITEM 9.1 OF THE SCHEDULE</p>	

RENT AND MANNER OF PAYMENT

Subject to clauses 2.3 and 17 of this Memorandum of Underlease, the annual rent will be \$ _____ plus GST and is payable in equal calendar monthly instalments in advance on or before the first day of each and every month, commencing on the Commencement Date.

CONSENTS (if applicable)

Not applicable

OPERATIVE CLAUSE ^(a) delete the inapplicable.

The Underlessor UNDERLEASES to the UNDERLESSEE the LEASE above described as regards the land above described and the Underlessee accepts this Underlease of the said Lease for the term and at the rent stipulated and subject to the covenants and conditions expressed ^(a) herein/~~in Memorandum No~~ and to the powers and covenants implied by the Real Property Act 1886 (except to the extent that the same are modified or negative below).

IT IS COVENANTED BY AND BETWEEN THE UNDERLESSOR AND THE UNDERLESSEE as follows:

(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

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1. Interpretation

- a) **Act** means the *Retail and Commercial Leases Act 1995* (SA) as may be amended from time to time and any legislation in substitution thereof.
- b) **Building** means the building (or buildings) erected upon the Land of which the Premises forms part including the Common Areas and all fixtures fittings plant and equipment in the Building together with any extensions alterations modifications additions or improvements subsequently made to the Building and also includes any part of the Building.
- c) **Common Areas** means those portions of the Land dedicated by the Lessor from time to time for common use by the tenants and occupiers of the Land and their invitees and customers including but without limitation all driveways road car parks walkways pavements entrances courts vestibules passages corridors stairways lifts washrooms toilets loading bays and service areas.
- d) **CPI Rent Review** is a review of the then current Rent of the Premises to an amount calculated by changing the Rent payable by the Lessee during the year immediately preceding the review date (disregarding any rent free period or other incentives) by a percentage figure equal to the amount (expressed as a percentage) by which the Consumer Price Index (Adelaide – All Groups) has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the Lessor will select another similar index or indicator of changes in consumer costs in lieu of the Consumer Price Index for the purposes of this definition.
- e) **Current Market Rent** means the rent which would reasonably be expected for the Premises if unoccupied and offered for renting for the permitted use set out in Item 6 of the Schedule, having regard to:
1. the terms of this Lease;
 2. the current rent for comparable premises;
 3. the gross rates of return to lessors of comparable premises;
 4. the Lessor's liability to pay land tax on the Premises;
 5. the Lessor's liability to pay GST on any taxable supply or taxable importation (within the meaning of any law imposing GST) under this Lease;
 6. depreciation of the Premises; and
 7. other relevant matters;
- but ignoring:
8. the value of the goodwill created by the Lessee's occupation of the Premises and the value of the Lessee's fixtures and fittings on the Premises; and
 9. any poor condition of the Premises resulting from a breach of this Lease by the Lessee.
- f) **Headlease** means the registered lease between the Headlessor and the Lessor referred to on page 1 of this Lease.

- g) **Headlessor** means the City of Burnside.
- h) **Land** means the land described in Item 2 of the schedule together with all the land Buildings and improvements on the Land as well as any improvements now or erected or made in the future and includes (but without limitation) all air-conditioning fire protection and other plant machinery and equipment and all fixtures and fittings of the Lessor and all their conveniences services amenities and appurtenances and any part of them.
- i) **Lease** means this Memorandum of Underlease.
- j) **Lessee** means the Underlessee described on page 1 of this Lease which includes its executors administrators successors permitted assigns and where not repugnant to the context its servants agents and licensees.
- k) **Lessor** means the Underlessor described on page 1 of this Lease which includes its executors, administrators, successors and assigns.
- l) **Premises** means the premises described in Item 3 of the Schedule.
- m) **Rent** means the amount per year set out in Item 4 of the Schedule as varied from time to time.
- n) **Term** means the first term specified in Item 5 of the Schedule and includes any further term set out in Item 8 of the Schedule.
- o) **Valuer** means a valuer as agreed by the parties or failing agreement at the request of either party as nominated by the President of the Australian Property Institute (South Australia Division). The valuer must have at least 5 years' experience as a land valuer as defined in the *Land Valuers Act 1884* (SA) in the valuation for rental purposes similar to the Premises. The valuer will act as an expert and not as an arbitrator.
- p) Reference to one gender includes the other gender; a reference to a person includes an incorporated body and vice versa; the singular includes the plural and vice versa.
- q) Where a party comprises more than one person, this Lease applies to all of them together and each of them separately.
- r) Headings are for convenience of reference and shall not effect the interpretation of this Lease.
- s) This Lease is written in plain English. The parties agree that its terms are to be interpreted to give commercial efficacy to the parties' arrangements. No rule resolving a doubt as to interpretation against the party preparing this Lease or any part of it shall apply. Any specific provisions will not limit the interpretation of general provisions.
- t) Any express obligation on a party shall, unless otherwise stated, be performed at that party's expense.
- u) If a provision of this Lease is void or voidable by either party or unenforceable, invalid or illegal but would not be void, voidable, unenforceable, invalid or illegal if it were read down, it shall be read down accordingly. If notwithstanding the foregoing a provision of this Lease is still void, voidable, unenforceable, invalid or illegal:
 - (1) if the provision would not be void or voidable or unenforceable or invalid or illegal if a word or words as the case may be were severed, then that word or words are hereby severed; and
 - (2) in any case, the whole provision is hereby severed and the remainder of this Lease has full force and effect.

- v) To the extent that any terms or conditions implied by statute are inconsistent with the terms or conditions of this Lease any such implied terms and conditions are, unless not permitted by law, expressly excluded from this Lease.
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2. Rental, charges and outgoings

2.1. Payment of Rent

The Lessee shall pay the Rent due under this Lease into such bank account as may be nominated by the Lessor from time to time or in the absence of such a nomination then to the Lessor or to such other person as may be nominated by the Lessor by cash or cheque at the time and in the manner set out in Item 4 of the Schedule and the Lessee shall make no deductions from such Rent.

2.2. Payment of charges

During the Term of this Lease the Lessee shall pay promptly charges for electricity and telephone incurred in respect of the Premises. If a separate meter is required to record or measure any of these services or substances then, if required by the Lessor, at its cost shall install the appropriate meter.

2.3. Goods and services taxes

In addition to all other amounts payable by the Lessee pursuant to this Lease the Lessee shall pay to the Lessor, at the same time as the relevant Rent, outgoing, expense or other amount is due, all goods and services taxes, value added taxes, consumption taxes or other similar taxes, duties, excises, surcharges, levies or imposts (collectively **GST**) charged or levied in respect of:

- (a) Rent paid or received pursuant to this Lease;
- (b) any outgoings or other expenses incurred or paid by the Lessor and which are to be reimbursed by the Lessee to the Lessor pursuant to this Lease; and
- (c) any other taxable supply by the Lessor (for which the Lessor is to receive consideration from the Lessee pursuant to this Lease) within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* or any other Act amending or in substitution therefore (**GST Act**).

The parties acknowledge that the Rent reserved by this Lease from time to time is exclusive of the amount of GST charged, levied or payable from time to time in respect of the Rent.

Notwithstanding the above, if this Lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an acquisition from a third party for which the Lessor is entitled to an input tax credit under the GST Act, the amount for payment, reimbursement or contribution will be the GST-exclusive value of the acquisition by the Lessor plus, if the Lessor's recovery from the Lessee will be a taxable supply within the meaning of the GST Act, the GST payable in respect of that supply.

3. Damage or destruction of Premises

- (a) If the whole or any part of the Building or the Land are damaged and as a result the Premises are unusable or inaccessible and the Lessor decides that it is impractical or undesirable to repair the Premises then it may notify the Lessee in writing of that decision (**Lessor's notice**).

- (b) If the whole or any part of the Building or the Land are damaged and as a result the Premises are unusable or inaccessible then the Lessee may request the Lessor to repair the Premises by notice in writing to the Lessor (**Lessee's Notice**).
 - (c) The Lessor or the Lessee may terminate this Lease by giving at least 7 days' notice in writing to the other if the Lessor:
 - (1) notifies the Lessee of its decision not to repair pursuant to the Lessor's Notice; or
 - (2) does not repair the Premises within a reasonable time after receiving the Lessee's Notice.
 - (d) Termination of this Lease pursuant to this clause 3 does not affect either party's rights concerning any previous breach or matter.
 - (e) In circumstances where this clause 3 applies, the Lessor has no obligation to repair the Land or the Building or the Premises or to make them fit for occupation.
 - (f) When the Premises cannot be used under this Lease or are inaccessible due to damage the Lessee is not liable to pay Rent in respect of such period and the Lessee's obligation to contribute to outgoings or any other charges payable to the Lessor pursuant to this Lease (all of which are hereinafter in this clause called **Lessee's Payments**) that are attributable to the period during which the Premises cannot be used or is inaccessible shall be suspended.
 - (g) Notwithstanding clause 3(f), the Lessee is not relieved from the obligation to make the Lessee's Payments if the damage resulted from the wrongful act or negligence of the Lessee or an employee agent or licensee of the Lessee unless the Lessor is insured against loss of rent under an insurance policy and the Lessee contributes to the insurance premium payable under such policy.
 - (h) If the Premises are still useable under this Lease but their useability is diminished due to damage, the Lessee's liability to pay the Lessee's Payments attributable to a period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage.
 - (i) If there is any dispute between the parties as to the amount of the Lessee's Payments to be abated and such dispute cannot be resolved within 14 days of the date of the damage and destruction, such dispute shall be referred to a valuer selected by agreement between the Lessor and the Lessee and in default of such agreement then either the Lessor or the Lessee may request the President of the South Australian Division of the Australian Property Institute Incorporated to nominate a valuer and the decision of such valuer shall be final and binding and on the parties and such valuer shall, in so acting, act as an expert and not as an arbitrator and the costs of such valuer shall be born equally between the Lessor and the Lessee.
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4. Use of Premises

4.1. Permissible use

- (a) The Lessee shall not use or permit to be used the Premises for any purpose other than that set out in Item 6 of the Schedule and not do or permit to be done anything which may be or become unlawful or an annoyance nuisance or damage to the Lessor, the Headlessor or any other person in or in the vicinity of the Building.
- (b)
- (c) Notwithstanding clause 4.1(a), the Lessee shall ensure that:

- a. at all times its use of the Premises is in accordance with generally accepted practices for the operation of hospitals and will at all times follow the reasonable direction of the Lessor in this regard; and
- b. the Lessee must not use the Premises or the Common Areas for any purpose or in a manner which, if such use was undertaken by the Lessor, would constitute a breach of the Headlease by the Lessor.

4.2. Clean

The Lessee shall keep the Premises thoroughly clean and tidy at all times.

4.3. Laws and rules

At its own expense the Lessee will observe and comply with the requirements of all laws and governmental rules affecting the Premises and also with all lawful directions and orders of any public body or authority relating to the Premises. The Lessee shall not do or omit to do anything in respect of the Premises which could make the Lessor liable to pay a penalty or bear some expense incurred under any such laws, rules or orders. Nothing in this clause shall require the Lessee to undertake structural alterations or additions to the Premises unless they are required as a result of the Lessee's failure to observe or perform any provision contained in or implied by this Lease or would not have been required by for the nature of the business conducted by the Lessee or the number of persons employed by the Lessee. If the Lessee does not strictly comply with the terms of this clause then the Lessor may enter the Premises and carry out the required work at the Lessee's expense and any costs incurred by the Lessor in carrying out the required work shall be paid by the Lessee to the Lessor upon demand. If any amounts are not paid immediately then the Lessor may charge interest on such unpaid amounts until the date of payment at the rate of interest specified in Item 12 of the Schedule.

4.4. Nuisance and structural injury

The Lessee shall not use or permit the Premises to be used or permit anything to be done on the Premises which would in any way violate any permit to occupy or use the Premises or which may cause structural injury to any part of the Premises or which may constitute a public or private nuisance or waste.

4.5. Conduct avoiding insurance

The Lessee shall not do or permit to be done on the Premises anything which may prejudice invalidate or vitiate any policy or insurance in respect of the Premises or which may require payment of an extra premium or expense for such insurance.

4.6. Annoying conduct

The Lessee shall not have or use or allow on the Premises any noxious noisy dangerous immoral or offensive substances or activity and shall not do or allow on or about the Premises anything which may cause unreasonable annoyance nuisance damage or disturbance to any person who occupy or own nearby Premises.

4.7. Signs

The Lessee can only have on the Premises an advertisement, notice, sign or hoarding (**Sign**) if the Lessor has previously granted its written consent to the particular Sign and the Lessee has obtained, at its cost, the requisite consents from and approvals of the appropriate authorities. Any sign on the Premises shall be removed by the Lessee when this Lease expires or earlier if this Lease is cancelled prior to its expiry date

and any damage arising in the course of such removal shall be immediately restored by the Lessee at its own cost.

4.8. Drains

The Lessee shall keep all toilets basins drains pipes and water apparatus in the Premises open and free from blockage.

4.9. Inflammable substances

The Lessee shall not without the Lessor's prior written consent use or store inflammable substances on the Premises unless they are lawfully and safely stored.

4.10. Overloading

The Lessee shall not have on the Premises any plant or equipment which may in the reasonable opinion of the Lessor be likely to cause any structural or other damage to the Premises and before bringing any heavy equipment upon the Premises the Lessee shall inform the Lessor of the Lessee's intention to do so and shall comply with any directions given to the Lessee by the Lessor in relation to the installation or location of such equipment.

4.11. Electrical System

The Lessee shall not overload the cables switchboards or sub-boards through which electricity is conveyed to the Premises.

5. Additional covenants of Lessee

5.1. Keys

Upon expiry or the earlier cancellation of this Lease the Lessee shall deliver to the Lessor all keys entry cards and similar devices which give access to any part of the Premises.

5.2. Rules and regulations

The Lessee shall ensure that the Lessee and the Lessee's employees contractors and visitors observe and perform all rules which may be made from time to time by the Lessor for the better functioning of the Land as long as no such rule or regulation is inconsistent with the provisions contained in this Lease.

5.3. Lights

The Lessee shall replace all electric light bulbs tubes and globes in the Premises which may become damaged or broken or fail to light.

5.4. Rodents and vermin

The Lessee shall take all proper precautions to keep the Premises free of rodents vermin insects and pests.

5.5. Re-letting or sale

If requested by the Lessor the Lessee shall permit the Lessor and its agent to place re-letting or sale signs on the Premises and upon receiving reasonable notice will allow the Lessor and its agent to show prospective tenants purchasers and others through the Premises.

5.6. Infectious illness

If any infectious illness transpires on or about the Premises the Lessee shall immediately give written notice to the Lessor and to the proper public authorities of such illness and shall thoroughly fumigate and disinfect the Premises at the Lessee's own expense and the satisfaction of such public authority.

5.7. Notices

If the Lessee receives or becomes aware of any notice from any statutory public or municipal authority with respect to the Premises then the Lessee shall immediately give the Lessor written notice of such notice.

5.8. Preparation Costs

The Lessee shall pay:

- (a) all stamp duty payable on this Lease and any other duties which may be assessed in respect of this Lease;
- (b) all Lands Titles Office registration fees in respect of this Lease;
- (c) one half of the Lessor's legal costs in relation to the negotiation preparation completion stamping and registration of this Lease including but not limited to costs and expenses in obtaining the consent of any mortgagee to the granting of this Lease and the costs payable to any such mortgagee for production of the Certificate(s) of Title; and
- (d) the costs of preparation and registration of any plan delineating the Premises.

5.9. Default Costs

If the Lessee does not observe or perform any provisions in this Lease the Lessee shall pay to the Lessor all legal and other costs and expenses for which the Lessor shall become liable in consequence of or in connection with such default. Legal costs shall be on a full indemnity basis.

5.10. Premises suitability

The Lessee further acknowledges and declares that the Lessee has relied on its own judgement, expertise and experts in deciding that the Premises are suitable for the Lessee's purpose and that the Lessee has obtained requisite consents from and approvals of all government, semi-government, local government, statutory, public or other authorities, bodies or persons having jurisdiction over the Premises in relation to the Lessee's use of the Premises.

6. Airconditioning

The Lessor shall be responsible for maintaining and repairing the airconditioning plant servicing the Premises provided always that the Lessee will not do or allow anything in relation to the air-conditioning plant which might interfere with or impair its efficient operation.

7. Partitioning

7.1. Approved partitions

The Lessee shall only use partitions in the Premises which have received the prior written approval of the Lessor and in installing partitions the Lessee shall ensure that they accord with plans and specifications previously approved by the Lessor and the Lessee shall not make any additions or alterations to partitions without first obtaining the written approval of the Lessor which approval shall not be unreasonably withheld.

7.2. Costs of partitions

The Lessee shall pay the cost of all additional lights and power outlets, switches and telephone outlets, any relocation of thermal alarms or fire fighting systems and any alterations to or balancing of the airconditioning which may be required by reason of the installation or position of any such partitions together with all architects' and other consultants' fees incurred by the Lessor or the Lessee in connection with the installation of partitions.

7.3. Repair maintenance and insurance

The Lessee shall be responsible for repairing maintaining and insuring partitions in the Premises. Ownership of all partitioning installed by the Lessee shall unless otherwise agreed in writing remain with the Lessor.

7.4. Removal

If required by the Lessor the Lessee shall remove all internal partitions (or such parts thereof as may be nominated by the Lessor) it installs at or prior to the expiry of the Lessee's occupation of the Premises and if the Lessee does not removed such partitioning the Lessor may remove and dispose of them itself. Any partitions not remove by the Lessee may upon the Lessor's election become the property of the Lessor. All damage done to the Premises by such removal shall be made good by the Lessee on or prior to the expiration of the Lessee's occupation of the Premises and if the Lessee fails to do so the Lessor may restore such damage. All costs incurred by the Lessor in such removal or disposal or in making good such damage shall be paid by the Lessee to the Lessor within seven days of the Lessor notifying the Lessee of the amount of such costs.

8. Assignment and subletting

(a) It is a term of this Lease that, subject to the Act (if it applies) the Lessee may not, without the written consent of the Lessor, which shall be granted or withheld in the Lessor's absolute discretion, assign the Lessee's rights under this Lease and that the Lessor will not make any charge for consent other than the Lessor's reasonable incidental expenses and, without limiting the foregoing, the Lessor is entitled to withhold consent to a proposed assignment if:

- (1) the proposed assignee proposes to change the use to which the Premises are put from the use specified in Item 6 of the Schedule (or from such other use as may previously have been consented to in writing by the Lessor); or
- (2) the proposed assignee is unlikely to be able to meet the financial obligations of the Lessee under this Lease; or
- (3) the proposed assignee is considered by the Lessor to be an unsuitable tenant in terms of his or her ability to contribute positively to the objectives of the Lessor to at least the same extent as the Lessee; or

- (4) the proposed assignee's reputation, skills or experience as a medical specialist are not of at least the level of the Lessee and therefore do not accord with the high standards imposed by the Lessor; or
 - (5) the Lessee has not complied with the procedural requirements outlined in Section 45 of the Act for obtaining the Lessor's consent.
- (b) The Lessee may not grant a sublease, concession or license in respect of the Premises or any part thereof or otherwise part with possession of the Premises or any part thereof (other than in accordance with and subject to clause 8(a)) without the prior written consent of the Lessor which may be withheld by the Lessor in its sole and absolute discretion.
- (c) Despite anything else in this Lease, the Lessor will be required to consent to an assignment of this Lease to a third party unless:
- (1) the Lessee has made a written offer to surrender this Lease to the Lessor on the same terms and conditions as the Lessee is bona fide prepared to accept for an assignment of this Lease to a third party; and
 - (2) the Lessor has accepted the offer under clause 8(c)(1) within twenty-one (21) days of receiving the offer from the Lessee.
- (d) Subject to and without limiting clauses 8(a), 8(b) and 8(c) of this Lease the Lessee covenants with the Lessor that the Lessee:
- (1) will not assign sublet transfer or part with possession of the Premises or any part of the Premises or mortgage charge or encumber the Lessee's interest under this Lease without the written consent of the Lessor.
 - (2) will at the time of applying for consent have remedied all existing breaches (if any) on the part of the Lessee under this Lease.
 - (3) will before, or at the time of, applying for consent submit to the Lessor a true copy of all transfers assignments agreements and other instruments to be entered into in respect of any proposed dealing with this Lease or the Premises or the Lessee's interest therein and in the case of a proposed transfer assignment or subletting the Lessee will submit evidence satisfactory to the Lessor that the proposed transferee assignee or subtenant is respectable responsible solvent and suitable.
 - (4) will, if so required by the Lessor, before any proposed assignment transfer or subletting is effected procure from the proposed assignee transferee or subtenant a direct covenant with the Lessor to observe the terms and conditions of this Lease and procure such guarantees of the performance of the Lessee's obligations under this Lease as the Lessor may require.
- (e) For the purposes of this clause and without in any way limiting the generality of clauses 8(a) and 8(d) an assignment of this Lease shall be deemed to be effected:
- (1) if the Lessee (or any Lessee if more than one) is a company where there is a change in the beneficial ownership of the shares of the company and the change alters the effective control of the company;
 - (2) if the Lessee is a partnership where there is any change in the constitution of the partnership except by the death of any partner.
-

9. Alterations additions repairs and inspections

9.1. No alterations without consent

The Lessee shall not make or allow any alterations, additions or installations to or in the Premises unless the Lessee has first obtained the written consent of the Lessor. The Lessor shall not unreasonably withhold such consent, provided that the Lessor may withhold such consent if the proposed alterations, additions or installations would constitute a breach of the Headlease by the Lessor. It shall be deemed to be a term of any such consent that prior to the expiry or earlier cancellation of this Lease the Lessee will unless otherwise requested by the Lessor restore the Premises to the condition they were in prior to the making of the relevant alteration, addition or installation.

9.2. Notice

The Lessee shall give to the Lessor prompt notice in writing of any apparent circumstances known to the Lessee reasonably likely to be or cause any danger risk or hazard to the Premises or any person in the Premises.

9.3. Repair and Maintenance

At all times during the Term of this Lease the Lessee shall:

- (a) repair, clean and maintain the Premises so that they are kept in the same condition that they were in at the commencement of the Lessee's occupation (or in the case of additions or installations made after the commencement of this Lease then in the same condition as when the relevant addition or installation was completed). The Lessee's obligations under this clause will not extend to damage caused by fair wear and tear nor to damage caused by natural disaster or some other inevitable accident beyond the control of the Lessee;
- (b) maintain in good order and condition all painted and papered portions of the interior of the Premises during the Term of this Lease and during any extension or renewal of this Lease;
- (c) keep the Premises clean and free from rubbish and graffiti and keep all garbage in proper receptacles and not overfill those receptacles;
- (d) keep and maintain all fittings plant furnishings and equipment in the Premises so that they are clean and in good condition;
- (e) repair any damage to any adjoining Premises caused by the act default or neglect of the Lessee or its employees agents contractors or licensees. The Lessee's obligations under this clause 9.3(3) will not apply to the extent that the Lessor has received compensation for such damage under a policy of insurance;
- (f) promptly repair and replace all broken glass and repair all damaged or broken heating lighting or electrical equipment and plumbing in the Premises and all doors windows locks and keys and all Lessor's fixtures and things which are in or are part of the Premises. Any replacement materials or materials used to repair damage or breakages must be of the same or similar quality to the previous materials;
- (g) if any part of the Premises is outside, the Lessee shall keep that part in a clean and tidy condition and keep and maintain any subsisting garden areas.

provided that nothing in this clause shall oblige the Lessee to do work of a structural or capital nature unless such work is required as a result of the act neglect or default of the Lessee or would not have been required but for the Lessee's use or occupancy of the Premises.

9.4. Lessor's power to view and repair

The Lessor, the Headlessor and persons authorised by them may at all reasonable times upon giving prior reasonable notice to the Lessee enter the Premises to inspect them. If the Lessee has not complied with any of the Lessee's obligations in relation to cleaning maintaining and repairing the Premises then the Lessor may serve on the Lessee a notice requiring the Lessee to undertake the requisite maintenance cleaning or repair work and if within a reasonable time of receiving such notice the Lessee does not undertake the requisite work then the Lessor or persons authorised by it may undertake such work and for that purpose the Lessor and persons authorised by it may enter the Premises and remain on the Premises until the requisite works have been completed. Any expenses or costs incurred in carrying out such work shall be immediately paid by the Lessee to the Lessor upon demand.

9.5. Lessor's power to enter and uptake works

Notwithstanding any other provision in this Lease, the Lessor, the Headlessor and persons authorised by them may upon giving reasonable notice to the Lessee:

- (a) install, maintain, use, repair, alter and replace any of the Lessor's fixtures, fittings, plant and equipment in or on the Building or the Land or any pipes, wires, tubes, conduits, ducts and cables leading through the Premises;
- (b) carry out any other works as may be provided for in this Lease or the Headlease; and
- (c) for any such purposes enter the Premises and run water, air electricity, sewerage, drainage, gas and other substances through such pipes wires tubes conduits ducts and cables

9.6. Repainting

If the Headlessor requires that the Premises be repainted or if the Lessor reasonably determines that the Premises should be repainted, then the Lessee shall at its own cost and expense cause the Premises to be repainted in a proper and workmanlike manner and in such colours as the Headlessor or the Lessor or the Lessor may reasonably nominate.

10. Insurance

10.1. Lessee's insurance

At its own expense the Lessee shall maintain during the Term of this Lease the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in Item 10 of the Schedule. Such amount shall be in respect of any one single accident or event and extend to claims loss and damage the subject of the indemnity contained in clause 11.2.
- (b) a policy to insure all permitted additions to the Premises carried out by the Lessee and to insure all of the Lessee's fixtures, fittings and property including stock against loss or damage by any cause and for their full replacement value.
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises.

10.2. Certificates of insurance

All policies of insurance shall be taken out with a recognised and reputable public insurance office and the Lessee shall provide the Lessor with copies of certificates of insurance in relation to the policies upon request. The policies of insurance specified in clause 10.1(a) and 10.1(c) shall note the Lessor and the Headlessor as interested parties.

10.3. Lessee not to cause premium to increase

The Lessee shall not do or fail to do anything which may increase the rate of premium payable under any policy of insurance taken out in respect of the Premises (including any policy of insurance required under the Headlease).

10.4. Compliance with insurance requirements

The Lessee shall comply with the requirements of the Insurance Council of Australia, any fire protection authority or other body having similar jurisdiction and with the requirements of any statutes regulations or notices issued by any similar authority. The Lessee's obligations under this clause 10.4 shall not require it to undertake structural alterations to the Premises unless such alterations are required as a result of the nature of the use of the Premises by the Lessee or the Lessee's activities on the Premises.

11. Indemnities

11.1. Risk of Lessee

The Lessee agrees to occupy and use the Premises and to enter the Land at its own risk. The Lessee releases to the fullest extent permitted by law the Lessor and the Headlessor (and their agents contractors and employees) from every claim and demand which may result from an accident damage or injury occurring on the Premises or on the Land. The Lessor shall not be released from the liability where the accident damage or injury is caused by the negligence or wilful act of the Lessor. The Headlessor shall not be released from the liability where the accident, damage or injury is caused by the negligence or wilful act of the Headlessor.

11.2. Indemnity by Lessee

The Lessee indemnifies the Lessor and the Headlessor and will at all times keep the Lessor and Headlessor indemnified against all costs, losses damages or actions incurred by or brought against the Lessor or the Headlessor directly or indirectly arising from:

- 11.2.1 any negligent act or omission by the Lessee, its officers, employees, contractors, agents, invitees or licensees;
- 11.2.2 the Lessee's use or occupation of the Premises, whether or not such use is within the scope of the Permissible Use; or
- 11.2.3 any breach of the Lessee's obligations under this Lease;

except to the extent caused by the Lessor's or Headlessor's negligence or default.

12. Covenants of Lessor

12.1. Quiet enjoyment

During the Term of this Lease if the Lessee is not in default of its obligations and subject to any express provision in this Lease, the Lessor shall allow the Lessee to peacefully and quietly occupy and enjoy the Premises.

12.2. Common areas

The Lessor shall allow the Lessee to use the Common Areas in common with other users of the Land.

13. Surrender and Lessee's fixtures

13.1. Surrender of Premises

Upon expiry or the earlier cancellation of this Lease the Lessee shall peacefully and quietly leave and surrender the Premises and all fixtures in the Premises to the Lessor free of occupants, clean and free from rubbish and in the same condition as at the commencement of the Lessee's occupation of the Premises (with damage caused by inevitable accident or causes beyond the control of the Lessee or its agents employees contractors or licensees being excepted).

13.2. Removal of fittings

Upon expiration or cancellation of this Lease or within seven days after that date the Lessee shall remove all chattels plant machinery and other fixtures and fittings belonging to the Lessee from the Premises and shall make good any damage or disfigurement caused by such removal and any chattels plant machinery fixtures or fittings not so removed shall, if the Lessor so elects, become the absolute property of the Lessor.

14. Default and cancellation

If any one or more of the following events occur namely:

14.1. Late payments

any payments payable under this Lease by the Lessee are greater than fourteen days late (whether or not formal or legal demand has been made for such payment) unless such Rent and other amount due are no longer permitted under the *Health Insurance Act 1973* (Cth), as amended;

14.2. Breaches

without limiting clause 14.1, the Lessee is in breach of any of the Lessee's obligations under this Lease and such breach continues for a period of fourteen days following service of a written notice of such default;
or

14.3. Insolvency

the Lessee, being a natural person, is found guilty of an indictable offence or becomes bankrupt or commits an act of bankruptcy or an act which could give rise to the same, or, being a body corporate, an order is made or a resolution is passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the Lessor's written consent, which shall not be unreasonably withheld), has an administrator appointed or a receiver or manager is appointed over a mortgagee takes possession of any asset of the Lessee or if any proceedings are issued or event occurs intended to lead to any of those consequences of if any other action relating to insolvent debtors occurs in relation to the Lessee,

the Lessor may in addition to its other powers either re-enter the Premises and eject the Lessee and all other persons and repossess the Premises or cancel this Lease immediately by written notice to the Lessee, or both thereupon this Lease will terminate but without prejudice to any action or other remedy which the Lessor has or might otherwise have for arrears of rent or breach of covenant or for damages as a result of any such event provided that in the case of a breach of any covenant or condition to which section 10 of the *Landlord and Tenant Act 1936* (SA) applies, fourteen days is hereby fixed as the time referred to in such section within which the Lessee is to remedy such breach if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor for such breach, unless any such action is due to amendments under the *Health Insurance Act 1973* (Cth).

15. Rights of Lessor

15.1. Recovery rights

Without prejudice to any rights powers or remedies of the Lessor arising from any breach by the Lessee of its obligations under this Lease the Lessor shall have all or any of the following rights and remedies:

- (a) to recover from the Lessee any loss or damage suffered by the Lessor as a result of the Lessor being unable to relet the Premises or if the Lessor is able to relet the Premises for the loss of rent between the date of breach by the Lessee and the date of reletting the Premises and the cost of such reletting;
- (b) to recover from the Lessee any loss or damage suffered by the Lessor as a result of reletting the Premises to a subsequent Lessee at a rental less than that which would have been payable by the Lessee for the unexpired residue of the Term (as extended or renewed) of this Lease.

15.2. Acceptance of arrears

The acceptance by the Lessor of arrears or of any late payment of Rent shall not constitute a waiver of the Lessee's obligation to pay interest in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay Rent during the Term of this Lease.

15.3. Lessee's repudiation

If the Lessee's conduct (whether by action or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease) or constitutes a breach of any agreement contained in this Lease the Lessee shall compensate the Lessor for any damage suffered by reason of such repudiation or breach.

15.4. Entire term of Lease

The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of agreement for the damage suffered by the Lessor during the entire Term of this Lease.

15.5. Lessor may claim damages

The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Term of this Lease including the periods before and after the Lessee may have vacated the Premises and before and after any abandonment termination repudiation acceptance of repudiation or surrender by operation of law of this Lease whether the proceedings are instituted either before or after such conduct.

15.6. Mitigation

The Lessor's conduct in pursuance of any duty to mitigate damages shall not by itself constitute acceptance of the Lessee's breach repudiation or a surrender by operation of law.

15.7. Lessor may rectify

If the Lessee does not pay any money or do anything which the Lessee is obliged under this Lease to do or pay then the Lessor may (without prejudice to any other rights or remedies it may have) pay such money or do such thing itself and for that purpose may along with its consultants works or agents enter the Premises and remain on the Premises for the purpose of doing such thing. Any costs or expenses incurred by the Lessor in exercising its rights pursuant to this clause shall be payable by the Lessee immediately upon demand.

15.8. Interest

Without prejudice to any rights or remedies of the Lessor the Lessee will pay to the Lessor interest at the rate specified in Item 11 of the Schedule on any moneys not paid on the due date pursuant to this Lease or pursuant to any judgement or order in which this or any other provision in this Lease may become merged. Such interest shall be calculated from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of such moneys in full and shall be recoverable in the same way as Rent in arrears.

15.9. Essential Terms

Without limiting any previous provision in this Lease each of the covenants by the Lessee which are contained in clauses 2.1, 2.2, 2.3, 5.2, 7, 8, 9 and 10 of this Lease are acknowledged and declared to be essential terms of this Lease.

16. No statutory right of security of tenure

The statutory rights of security of tenure under Division 2 of Part 4A of the Act do not apply to this Lease.

17. Holding over

If the Lessee with the consent of the Lessor remains in occupation of the Premises after expiration of the Term of this Lease then in the absence of any express written agreement to the contrary the Lessee shall be deemed to be tenant from month to month of the Premises and the tenancy may be cancelled by either party upon the expiration of not less than thirty (30) days written notice to the other expiring at any time. During any such monthly tenancy terms and conditions applying under this Lease to the Lessee's occupation of the Premises shall continue to apply and the calendar monthly rental shall be equal to one twelfth of the Rent payable during the last year of the Term of this Lease increased by five percent (5%).

18. Rent Review

The Rent shall be reviewed at the times and in the manner specified in item 7 of the Schedule.

19. Renewal

If the Lessee wishes to renew this Lease for a further term specified in Item 8 of the Schedule then the Lessee shall request the Lessor in writing for such a renewal. The request must be received by the Lessor not less than six months nor more than nine months before the expiry of the first term of this Lease. If at the time of the request there is no outstanding breach of this Lease by the Lessee and if after the request the Lessee does not breach

this Lease then the Lessor will at the Lessee's expense grant to the Lessee a renewal of this Lease. The renewed Lease will not include a right of renewal and otherwise will be upon the same terms and conditions as this Lease. A new Lease for the renewed Lease term shall be prepared by the Lessor's solicitors at the Lessee's expense and shall be executed by the parties before commencement of the renewed Lease term. Whether or not this Lease has been guaranteed the Lessor may require a deed of guarantee to be prepared by the Lessor's solicitors at the Lessee's expense and executed by the same and/or other guarantors prior to commencement of the renewed Lease term.

20. Waiver

The failure by the Lessor to insist upon strict performance by the Lessee of any terms of this Lease shall not be deemed a waiver of any breach by the Lessee of any term of this Lease.

21. Amendments

Any amendments to a term of this Lease shall only be made in writing executed by the parties or duly authorised officers on behalf of the parties.

22. Entire agreement

The parties agree that the terms set out in this Lease contain their entire agreement notwithstanding any negotiations, documents or discussions which took place or were given prior to the execution of this Lease. This Lease replaces any other agreements between the parties.

23. Governing law

This agreement shall be construed according to the laws of South Australia and the parties submit themselves to the jurisdiction of the Courts of that State and any competent appellate Courts.

24. Notices

Any written Notice to be given by one party to the other shall be signed by the party giving the Notice or by an officer or the duly authorised solicitor or agency of that party and shall be hand delivered or sent by prepaid post or sent by facsimile to the address of that party shown in this Lease or to a facsimile number at that address (or any other address or facsimile number that a party may advise in writing) and shall be deemed sufficiently given:

- (a) in the case of hand delivery on the date of delivery; or
- (b) in the case of prepaid post two business days after being sent by prepaid post; or
- (c) in the case of facsimile on receipt by the sender of a successful transmission answerback.

25. Headlease

- (a) The Lessee acknowledges that the Lessor holds its interest in the Land pursuant to the Headlease and further acknowledges that when a provision of this Lease requires the consent or approval of the Lessor, it may be necessary for the Lessor before it can provide such approval or consent to first obtain the consent or approval of the Headlessor.
- (b) The Lessee agrees:
 - (1) to permit any person having an interest in the Land superior or concurrent with the Lessor to exercise the Lessor's powers under this Lease and their lawful rights in relation to the Premises; and
 - (2) if any person other than the Lessor becomes entitled to receive money payable under this Lease either by operation of law or otherwise to enter into an agreement with that person at the Lessor's expense in the form and containing provisions reasonably required by the Lessor.

26. Special Conditions

The Special Conditions contained in Item 9 of the Schedule shall form part of this Lease and if inconsistent with any other provisions in this Lease shall prevail.

27. Relocation

If at any time the Lessor desires to relocate the Lessee to alternate Premises within the Land the Lessor may relocate the Lessee subject to compliance with the Act and the following terms:

- (a) the Lessor shall give to the Lessee not less than 3 months' prior notice of its intention to relocate the Lessee to alternate premises in a location nominated in such notice (**New Premises**) and on a date specified in such notice (**date for relocation**) provided that to the extent that it is reasonably possible to do so the New Premises shall be of comparable size as the Premises;
- (b) not less than 14 days prior to the date for relocation the Lessee shall execute and deliver to the Lessor a surrender of this Lease in registrable form which surrender shall take effect from the first to occur of the date for relocation and the date of relocation of the Lessee to the New Premises (**date of relocation**);
- (c) contemporaneously with the execution of that surrender the Lessee shall execute a new lease of the New Premises, unless otherwise agreed, on the terms of this Lease including this clause 27 except:
 - (1) for a term not less than the unexpired balance of the Term and if such term is less than 5 years this clause excludes the operation of section 20B of the Act and the Lessee shall obtain a lawyer's certificate in compliance with sections 20B(3)(c) and 20K of the Act; and
 - (2) at a base rent equivalent to the Rent payable under this Lease immediately prior to the date of relocation except that if the area of the New Premises is not identical to the area of the Premises then the base rent shall be calculated at the rate equivalent to the rate of Rent per square metre payable by the Lessee immediately prior to the date of relocation;
- (d) if the performance of the Lessee's obligations under this Lease is guaranteed by any person the Lessee shall contemporaneously procure from the guarantor for the Lessor's benefit a guarantee of the performance by the Lessee of its obligations under the new lease in such form as the Lessor requires;

- (e) the Lessor shall pay the Lessee's reasonable costs of the relocation and the Lessor shall compensate the Lessee in respect of an amount equivalent to the written down value of the Lessee's fixtures and fittings which are not reasonably removable or reusable but excluding the costs of fitting out the New Premises;
- (f) if this Lease is terminated by the Lessee pursuant to section 57 of the Act then the Lessee shall promptly on receipt execute and deliver to the Lessee a surrender of this Lease by mutual consent and for no monetary consideration with effect from 3 months after the date of the Lessor's notice given pursuant to clause 27(a);
- (g) all documents to be prepared in order to give effect to the surrender of the Lease and the new lease (if any) shall be prepared, stamped and registered by the Lessor's solicitors at the Lessor's cost, provided that if the parties agree to extend the term of the new lease beyond the unexpired balance of the Term then the stamp duty on the new lease and one half of the Lessor's legal costs in respect of the preparation of the new lease shall be paid by the Lessee; and
- (h) the Lessee shall vacate the Premises by the date of relocation.

28. No Partnership

That nothing contained herein shall be deemed by the parties nor any third party as creating the relationship of partnership or of principal and agent or of a joint venture between the parties and it is understood and agreed that the method of computation of Rent nor any act of the parties shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee.

29. Consents or Approvals

Where any consent or approval of the Lessor is required under this Lease unless otherwise specifically provided, the same shall not be unreasonably withheld or any decision unreasonably delayed.

30. Authority to date and complete

The Lessee irrevocably authorises the Lessor:

- (a) to complete all blanks in this Lease necessary to procure the registration of this Lease or otherwise, including (without limitation) the Commencement Date, the Expiry Date, the date of execution of this Lease and any information in the Schedule; and
- (b) to rectify any manifest error and to make any alterations, deletions or additions in order to procure registration of this Lease.

Schedule

Item 1 The Lessee

Item 2 The Land

The whole of the land comprised in Certificate of Title Register Book Volume 5859 Folio 365

Item 3 The Premises

The portion of the land comprised in Certificate of Title Register Book Volume 5859 Folio 365 being the area delineated in the red on the attached plan which area is within the 'Premises' described in the Headlease.

Item 4 The Rent and manner of payment

Subject to clauses 2.3 and 18, the annual rent will be \$ plus GST and is payable in equal calendar monthly instalments in advance or on or before the first day of each and every month, commencing on the Commencement Date.

Item 5 Term

A term commencing on the Commencement Date and ending on the Expiry Date subject to Item 9.1 of the Schedule to this Lease

Item 6 Permissible Use

Medical consulting rooms

Item 7 Rent Review

(a) Rent Review Date(s):

(b) Method: As at and from each rent review date specified in Item 7(a) there shall be a CPI Rent Review.

(c) Rent Review Date(s):

(d) Method: As at and from each rent review date specified in Item 7(c) the Rent shall be reviewed to the Current Market Rent as agreed between the Lessor and the Lessee and failing agreement before the relevant review date then as determined by a Valuer.

(e) The failure or neglect of the Lessor to initiate or require a rent review in respect of the Premises pursuant to this Item 7 as at the review date shall not prevent impede or restrict the Lessor at any time after the due review date from requiring the rent to be reviewed as of and with effect from the due date for such review and any such failure or neglect or other fact or even in consequence of which the rent is not reviewed on the review date shall not create any estoppels against the Lessor or prevent the Lessor from requiring the rent to be reviewed as of and in respect of any such review date.

- (f) Where the new rent applicable is not determined until after the review date then the instalments of the rent shall be deemed to be varied as and from the review date. Any adjustment necessary in respect of any underpayment of any instalment paid after any review date at the rate previously applicable shall be paid by the Lessee to the Lessor and any overpayment shall be paid by the Lessor to the Lessee forthwith upon the new rent applicable being agreed or determined.

Item 8

Further Term(s)

A further term of years subject to Item 9.1 of the Schedule of this Lease.

Item 9

Special Condition

1. Termination by Lessor

- (a) The Lessee acknowledges and agrees that if the Headlease is not renewed then, notwithstanding that the Lessee may have exercised its right of renewal for the further term specified in Item 8 of the Schedule hereto, the Lessor will, by giving written notice to the Lessee, terminate this Lease. The termination will apply from 31 July 2037 (**Termination Date**) and prior to that date the Lessee must comply with all make good obligations, including any painting required by the Lessor in accordance with clause 9.6 of this Lease and fully vacate the Premises by not later than the Termination Date (time being of the essence in all respects).
- (b) The Lessee acknowledges and agrees that the Lessor may in its absolute discretion terminate this Lease at any time by giving at least four (4) months prior written notice to the Lessee.
- (c) The Lessee acknowledges and agrees that if the Headlease is terminated or surrendered for any reason, the Lessor will, by giving written notice to the Lessee, terminate this Lease.
- (d) Upon expiration or early termination of this Lease under this Item 9 of the Schedule:
 - (i) the Lessee must comply with all make good obligations, including any painting required by the Lessor in accordance with clause 9.6 of this Lease and fully vacate the Premises by the date set out in the Lessor's notice; and
 - (ii) each party will be released from any further obligation under this Lease but without affecting any obligations due to be complied with before the termination.
- (e) if the Headlease terminates by virtue of the ownership of the Land transferring from the Headlessor to the Lessor (and the resulting merger of the leasehold and freehold estate in the Land), then Special Condition 9(c) will not apply, and this Lease will remain in place, between the Lessor (as registered proprietor of the Land) and the Lessee.

Item 10

Public Risk Insurance

Twenty million dollars (\$20,000,000) in respect of each occurrence.

Item 11

Interest Rate

A rate of interest equal to the rate of interest charged from time to time by the Commonwealth Bank of Australia on overdrafts of less than One Hundred Thousand Dollars (\$100,000.00) plus two per centum (2%)

PLAN

**CERTIFIED EXCLUSIONARY CLAUSE UNDER SECTION 20K(3)
RETAIL AND COMMERCIAL LEASES ACT 1995**

1. This certificate is given in relation to the following clause of this lease:

Exclusionary clause: clause 16 of this lease

The clause excludes the statutory rights of security of tenure conferred by Part 4A Retail and Commercial Leases Act 1995.

The lease is of the following premises:

.....

The Lessor is:

.....

The prospective Lessee(s) is /are:

..... Name

.....

..... Address

2. I do not act for the Lessor.

3. I have, at the request of the prospective Lessee(s), explained the effect of the exclusionary clause and how Part 4A Retail and Commercial Leases Act 1995 would apply in relation to the lease if the lease did not contain that clause.

4. The prospective Lessee(s) gave me apparently credible assurances that they were not acting under coercion or undue influence in requesting or consenting to the inclusion of the clause in the lease.

..... Full name of lawyer

..... Address

.....

..... Date

..... Signature

SECTION 32 DEVELOPMENT ACT CERTIFICATION

This Underlease does not contravene section 32 of the Development Act 1993.

DATED

20

EXECUTION

UNDERLESSOR

UNDERLESSEE

The Common Seal of **The Burnside War Memorial Hospital Inc** were hereunto affixed by authority of its Board of Directors in the presence of:

Executed by _____ in accordance with s. 127(1) of the Corporations Act 2001 by the authority of its directors:

.....
Chief Executive

.....
Director

.....
Name (please print)

.....
Name (please print)

.....
Director/Company Secretary

.....
Name (please print)

*NB: A penalty of up to \$2000 or 6 months imprisonment applies for improper witnessing.

City of Burnside

("the Council")

and

Burnside War Memorial Hospital Inc

("the Lessee")

**LEASE TO OCCUPY LAND AND BUILDINGS
BURNSIDE WAR MEMORIAL HOSPITAL
120 KENSINGTON ROAD, TOORAK GARDENS**

THIS LEASE AGREEMENT is made the _____ day of _____ 2020

Between

City of Burnside ABN 66 452 640 504 of 401 Greenhill Rd, Tusmore SA 5065 (“the Council”)

and

Burnside War Memorial Hospital Inc ABN 84 816 192 280 of 120 Kensington Road, Toorak Gardens SA 5065 (“the Lessee”)

BACKGROUND

- A. The Council is a council constituted under the *Local Government Act 1999* (“the LG Act”).
- B. The Lessee is an incorporated association constituted in accordance with the *Associations Incorporation Act 1985*
- C. The Council is the registered proprietor of the whole of the land comprised in Certificate of Title Volume 5859 Folio 365 being more commonly known as 120 Kensington Road, Toorak Gardens SA 5065 (“the Land”).
- D. The Lessee currently enjoys exclusive use and occupation of the Premises under existing lease arrangements with the Council.
- E. The Lessee has requested the Council to grant to it a further Lease to use the Premises and the Council has agreed to undertake public consultation in accordance with Section 202 of the LG Act as a condition precedent to a grant of this further Lease to the Lessee.
- F. The Council and the Lessee record the terms of their agreement in this Lease.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 Introductory

In the Lease, unless the contrary intention appears:

- 1.1.1 a reference to this Lease is a reference to this document;
- 1.1.2 words beginning with capital letters are defined in clause 1.2;
- 1.1.3 a reference to a clause is a reference to a clause in this Lease;
- 1.1.4 a reference to an Item is a reference to an item in the Schedule;
- 1.1.5 a reference to a Schedule is a reference to the schedule of this Lease; and
- 1.1.6 a reference to an Annexure is a reference to an annexure to this Lease.

1.2 Defined Terms

In this Lease:

"Act" means the *Retail and Commercial Leases Act 1995*;

"Agreed Consideration" means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 17);

"Attunga Gardens" means those areas of the Land shown as 'Gardens A' and 'Gardens B', 'Shed A', 'Carpark 6 to 12' (inclusive) and 'Carpark 93 to 97' (inclusive) on GRO 435 of 1995, but excluding that portion of the Land marked 'X' on GRO 823 of 2000.

"Attunga House" means that portion of the Premises shown as "Attunga Building" in GRO 435/1995;

"Attunga House Equipment" means any and all fixtures and fittings whatsoever which are or may at any time be installed or situated in or made available for use by the Lessee in Attunga House;

"Commencement Date" means the date shown as the commencement date in Item 4 of the Schedule;

"Council" means the party described as "the Council" on page 2 of this Lease and where the context permits includes the employees, contractors, customers, agents and other invitees of the Council;

"CPI" means the consumer price index published by the Australian Bureau of Statistics for All Groups (Adelaide);

"CPI Review" means a review in accordance with the formula described in Item 6 of the Schedule;

"Current CPI" means the CPI number for the quarter ending immediately before the relevant Review Date;

"Deed of Gift" means the Deed of Gift attached as Annexure A to this Lease;

"Default Rate" means a rate of two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by the Local Government Finance Authority on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates;

"Fixed Review" means a specified rate nominated as a Review Method;

"GST" has the same meaning as given to that term in the GST Legislation;

"GST Legislation" means the *A New Tax System (Goods and Services Tax) Act 1999* and any similar legislation;

"GST Rate" means 10% or such other percentage equal to the rate of GST imposed from time to time under GST Legislation;

"Land" means the land described in Item 3 of the Schedule and includes any part of the Land;

"Legislation" means any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any Council or Local Government body or authority;

"Lessee" means the party described as "Lessee" in Item 1 of the Schedule and where the context permits includes the employees, contractors, customers, agents and other invitees of the Lessee;

"Lessee's Equipment" means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Lessee;

"Lessee's Share" means the proportion of the area that the Premises bears to the Land;

"Outgoings" means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises (including where such amounts are paid or payable with respect to the Land, and include the Premises) including (but not limited to):

- a) Rates and Taxes,
- b) the cost of insuring the Council against public risk;
- c) the amount of any excess or deductible not paid or excluded under any insurance policy taken out by the Council; and
- d) all costs of the Council in connection with preparing and providing any audited statement which is required to be prepared and/or provided under this Lease or by Legislation;

"Payment Date" means the the first day of April, July, October and January thereafter during the Term;

"Permitted Use" means the use described in Item 7 of the Schedule;

"Premises" means the premises described in Item 2 of the Schedule;

"Previous CPI" means for a Review Date, the CPI number for the quarter ending immediately before the last Review Date (or if there has not been one, the Commencement Date);

"Rent" means the rent described in Item 5 of the Schedule;

"Rates and Taxes" means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy and land tax on a single holding basis;

"Review Date" means each date in Item 6 of the Schedule;

"Review Method" means the relevant method of Rent Review in Item 6 of the Schedule for any Review Date;

"Statutory Authorities" means any authorities created by or under any relevant Legislation;

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

"Term" means the term of this Lease commencing on the Commencement Date and described in Item 4 of the Schedule, and includes any period of holding over; and

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

1.3 Interpretation

Unless the contrary intention appears:

1.3.1 headings are for convenience only and do not affect interpretation;

1.3.2 the singular includes the plural and vice-versa;

1.3.3 a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government body or authority and vice versa;

1.3.4 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;

1.3.5 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;

1.3.6 a reference to any statute or to any statutory provision include any statutory modification or re-enactment of it or any statutory provision substituted for it, and all by-laws, regulations;

1.3.7 "including" and similar expressions are not and must not be treated as words of limitation;

1.3.8 any special conditions in the Schedule will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those special conditions will prevail; and

1.3.9 the Background is accurate and forms part of this Lease.

2. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT

3.1 Payment of Rent

The Lessee must pay the Rent to the Council by equal quarterly instalments in advance on the Payment Date.

3.2 Instalment

If a rent instalment period is less than a month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

4. RENT REVIEWS

4.1 Rent Review

The Review Method for any Review Date is a CPI Review and the Rent on and from the Review Date is increased as set out in Item 6 of the Schedule for the Review Date.

4.2 Rent Pending Determination

4.2.1 The Rent may be reviewed at any time for a Review Date even if the CPI Review will be instituted after a Review Date.

4.2.2 If the Rent to apply on and from a Review Date is disputed or not agreed on or determined by the Review Date, the Lessee must continue to pay instalments of Rent at the rate before the relevant Review Date until the Rent is determined.

4.3 Adjustment Once Rent Determined

Once the Rent to apply on and from a Review Date is determined, the Lessee will pay any shortfall, and the Council will allow any adjustment for overpayment at the next Payment Date.

4.4 No Decrease in Rent

Notwithstanding any provision of this Lease to the contrary, the Rent will not decrease on a Review Date.

5. OUTGOINGS

5.1 Liability for Outgoings

The Lessee must pay to the Council when due all Outgoings.

5.2 Lessee's Share

If any Outgoings are not separately assessed or charged in respect of the Premises, the Lessee must pay the Lessee's Share of any such Outgoing.

5.3 Power and Other Utilities

5.3.1 The Lessee will be responsible for and pay when due the full amount of all accounts, invoices, assessments and charges with regard to the consumption, use or supply of telephone, light, electricity, gas, and any and all other services and utilities supplied to or used from the Premises.

5.3.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Premises, then the Lessee must, if required by the Council, install the necessary meters at its own cost.

5.3.3 Without limiting the generality of this clause 5.3, the Lessee will comply in all respects with the *Electricity (General) Regulations 2012* and any other applicable electricity laws.

6. USE OF PREMISES

6.1 Permitted Use

The Lessee must use the Premises only for the Permitted Use. The Lessee must not use or allow the Premises to be used for any other use without the Council's prior written consent, which consent will not be unreasonably withheld provided such other use is (in the Council's reasonable opinion) permitted by the Deed of Gift.

6.2 Operation of Lessee's Business

6.2.1 The Lessee must only use the Premises in accordance with generally accepted best practice for the running of hospitals.

6.2.2 The Lessee must conduct its operations and the Permitted Use in a good, lawful and orderly manner and to a high standard.

6.3 Use of Attunga House Equipment

6.3.1 The Lessee must ensure that the Attunga House Equipment is used carefully and responsibly for its intended purpose and in accordance with any instructions or directions that may be given by the Council from time to time.

6.3.2 The Lessee is responsible for repairing or correcting any damage or malfunction which results from any misuse or abuse by the Lessee of the Attunga House Equipment.

6.4 Statutory Requirements

The Lessee must obtain, keep current and comply with all consents, approvals, licences or other Statutory Requirements relating to:

6.4.1 the Lessee's use or occupation of the Premises;

6.4.2 the nature of the business or operations conducted on the Premises by the Lessee;

6.4.3 the number and sex of staff or others employed to work in the Premises; or

6.4.4 any deliberate or negligent act or omission of the Lessee;

including (but not limited to) any requirements for building works or modifications to the Premises (whether structural or otherwise).

6.5 Signs

The Lessee must not place any signs or advertisements on the outside of the Premises, or inside the Premises (if they can be seen from outside of the Premises), except a sign or signs advertising or promoting the name and nature of the business conducted on the Premises by the Lessee (or by its approved sublessees or licensees) and which:

6.5.1 if such signs or advertisements are on or inside Attunga House, are approved (in writing) by the Council; and

6.5.2 comply with any relevant Statutory Requirements.

6.6 Dangerous Equipment and Installations

The Lessee may only install or use within the Premises equipment which is reasonably necessary for, and which is normally used in connection with the Permitted Use and the Lessee will not install or bring onto the Premises:

6.6.1 any electrical, gas powered or other machinery or equipment which is not designed for use in such premises and which may pose a danger, risk or hazard to the Premises or any people;

6.6.2 any chemicals or other dangerous substances which by their nature, or their volume, may pose a danger, risk or hazard to the Premises or any people; or

6.6.3 any heavy equipment or items which may damage the Premises,

unless such machinery, equipment, chemicals, substances or items are necessary for the Permitted Use (in accordance with best practice standards for the Permitted Use).

6.7 Fire Precautions

The Lessee must comply with all reasonable requirements and directives issued by the Council from time to time (if any) with regard to fire safety systems and procedures including fire evacuation drills and other procedures.

6.8 Notice of defect

The Lessee must:

6.8.1 give the Council prompt notice of any circumstance or event which:

(a) the Lessee should reasonably be aware might cause danger, risk or hazard to the Premises or to any person in the Premises; and

- (b) which could not ordinarily be expected to arise as a result of the Lessee's Permitted Use of the Premises; and

6.8.2 promptly rectify any defect or want of repair to make the Premises safe from any danger, risk or hazard, at the Lessee's own cost.

6.9 Security

To use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in it from theft or robbery and to keep all doors windows and other openings closed and locked when the Premises are not in use.

6.10 No Warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose and the Lessee occupies the Premises at its own risk.

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term, for the Premises and the Lessee's Equipment:

- 7.1.1 public liability insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 plate glass insurance;
- 7.1.3 all insurance in respect of the Lessee's Equipment for its full replacement value;
- 7.1.4 insurance of the Premises against damage by fire, storm, tempest, earthquake, flood, explosion, lightning, malicious damage, removal of debris, architect's and engineers fees and other such risks as the Council, acting reasonably, thinks fit from time to time for the full reinstatement value; and
- 7.1.5 other insurances required by law or which the Council reasonably requires for at least the amounts the Council reasonably requires.

7.2 Requirements for policies

7.2.1 Each policy the Lessee takes out under this clause 7 must:

- (a) be with an insurer and on terms approved by the Council acting reasonably;
- (b) note the interest of the Council;
- (c) have no limit on the number of claims that can be made under it;
- (d) cover events occurring during the policy's currency regardless of when claims are made; and

- (e) note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

7.2.2 Subject to the other provisions of this Lease, any proceeds of a claim in respect to the insurance policy set out in clause 7.1.4 that are received by the Council or the Lessee shall be applied towards reinstatement, rebuilding, repair or replacement of the Premises.

7.3 Evidence of Insurance

On or before the Commencement Date, the Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 7. During the Term the Lessee must:

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

7.4 Insurance affected

- 7.4.1 The Lessee must not do anything which will or may:
 - (a) prejudice any insurance required under this clause 7; or
 - (b) increase the premium for any insurance required under this clause 7.
- 7.4.2 If the Lessee does anything (without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premium, the Lessee must pay the amount of that increase to the Council on demand.

8. REPAIR AND MAINTENANCE

8.1 Maintain, Replace and Repair

8.1.1 To the extent permitted by law, the Lessee will maintain, repair, replace, clean and keep the whole of the Premises and the Attunga House Equipment (including without limitation the interior and exterior of all its buildings and improvements, driveways, footpaths and all partitions, fixtures, fittings, plant and equipment) in as good and substantial repair, order and condition (including without limitation in sound structural and waterproof condition) as at the Commencement Date and where appropriate in good working order (including without limitation entering into and keeping current any servicing or maintenance contracts reasonably required to comply with such obligations and including carrying out works of a capital or structural nature and replacing obsolete plant and equipment as required).

- 8.1.2 The Lessee must replace items in or attached to the Premises which are damaged or worn (including without limitation, all damaged or broken glass (both internal and external), light globes and florescent tubes) with items of the same or similar quality to those in use when they were last replaced with the Council's approval, or if they have not been so replaced, to those in use at the Commencement Date.
- 8.1.3 If the Council requires the Lessee to do so, the Lessee must promptly repair damage to the Premises or the Attunga House Equipment to the extent that it is caused or contributed to by any act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

8.2.1 The Lessee must not carry out:

- (a) any alterations or additions to Attunga House or any fixtures or fittings within Attunga House; or
- (b) any alterations or additions to the remainder of the Premises which have an estimated construction or establishment value of over \$1million (increased or decreased annually on each anniversary of the Commencement Date in accordance with the change in CPI for the preceding 12 months),

without the Council's prior written consent.

8.2.2 The Lessee must provide full details to the Council (including plans and specifications where relevant) of any proposed alterations and additions described under clause 8.2.1.

8.2.3 The Council (acting reasonably) may impose any conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent (not to be unreasonably withheld) to any agreements that the Lessee enters into in relation to the alterations or additions.

8.2.4 The Lessee must carry out any approved alterations and additions at its own cost and:

- (a) in a proper and workmanlike manner;
- (b) in accordance with the conditions imposed by the Council (if any);
- (c) in accordance with all Statutory Requirements; and
- (d) in a way so as to minimise disturbance to others, including (but not limited to) members of the public using or accessing Attunga Gardens.

8.2.5 The Lessee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of considering the Lessee's proposed alterations and additions described in clause 8.2.1 (whether or not consent is ultimately granted by the Council).

8.3 Refurbishment, re-fitting and redecoration

8.3.1 The Lessee must repaint and refurbish the interior and exterior of the Premises ("Refurbishment") every seven (7) years during the Term and prior to expiration of the Term, in accordance with the following:

- (a) clean and repair all surfaces to be repainted or refurbished; and
- (b) paint (with at least 2 coats) or wallpaper, stain, varnish or polish each surface to be repainted or redecorated according to the previous treatment of that surface; and
- (c) external paint colours for Attunga House are to be approved by the Council in writing prior to any Refurbishment.

8.3.2 The Lessee must carry out the Refurbishment to a standard appropriate to the Premises and in accordance with the last refurbishment undertaken with the Council's approval, or if no such prior refurbishment has taken place, to the same standard as at the Commencement Date.

8.4 Cleaning

The Lessee must at all times during the Term:

- 8.4.1 keep the Premises clean and tidy;
- 8.4.2 keep the Premises free of vermin, insects and other pests; and
- 8.4.3 not cause the Premises to be left untidy or in an unclean state or condition.

8.5 Heritage

The Lessee acknowledges and agrees that:

- 8.5.1 the Council by virtue of the Deed of Gift is the legal and beneficial owner of the Land;
- 8.5.2 the Land includes the Attunga Gardens which are included on the State Heritage Register pursuant to the *Heritage Places Act 1993*;
- 8.5.3 the Premises do not include the Attunga Gardens but do include Attunga House, which is included on the State Heritage Register pursuant to the *Heritage Places Act 1993*; and
- 8.5.4 the Lessee will preserve and maintain the physical structure and character of Attunga House to a good standard and in accordance with any requirements of or restrictions imposed under the *Heritage Places Act 1993*, or any authority responsible for administering or enforcing that Act.

9. ASSIGNMENT AND SUB-LETTING

9.1 Assignment

The Lessee must not assign the Lessee's interest in the Premises (or any part of it) without the prior written consent of the Council, which consent may be withheld in the Council's absolute discretion.

9.2 Request for Assignment

If the Lessee requests that the Council consent to any assignment, transfer or parting with possession of the Premises or any part of it the Lessee must immediately on receipt of a request to do so from the Council:

- 9.2.1 pay all arrears of Rent any other moneys outstanding under this Lease and remedy all outstanding breaches and defaults and pay to the Council or its solicitors or agents such sum of money as is reasonably estimated by the Council as being required to remedy such breaches or defaults;
- 9.2.2 submit a true copy of all agreements to be entered into in respect of any proposed dealing with the Lease or the Premises including a true copy of any business sale agreement entered into by the Lessee as vendor, if applicable, and evidence satisfactory to the Council (acting reasonably) that the proposed transferee or assignee is respectable responsible solvent and suitable and information reasonably required by the Council about the financial standing and business experience of the proposed transferee or assignee;
- 9.2.3 if the proposed assignee or transferee is a trustee of a trust to submit a copy of the instrument under which such trust was constituted and the full names addresses and occupations of the beneficiaries of such trust;
- 9.2.4 procure the proposed assignee or transferee to submit to the Council a business plan setting out the proposed assignee's plans, intentions and projections concerning the business conducted at the Premises (and containing such details and particulars as are reasonably required by the Council); and
- 9.2.5 pay to the Council or its solicitors the reasonable costs and expenses of and incidental to any inspection of the Premises and enquiries concerning the proposed dealing or the persons concerned in such dealing and of the perusal, preparation, negotiation and stamping of the documents deemed necessary by the Council;

and if such consent is given the Lessee shall ensure that prior to the date of any assignment or transfer the person to whom it is proposed to assign or transfer enters into a direct covenant with the Council to observe the terms of this Lease and furnishes such guarantees of the performance of such person's obligations under this Lease as the Council may reasonably require.

9.3 Sub-lease, Mortgage or Licence

9.3.1 Subject to clause 9.3.2 and 9.3.3, the Lessee may not:

- (a) grant any sub-lease, licence or concession for the whole or part of the Premises;
- (b) otherwise part with possession of the whole or a part of the Premises; or
- (c) mortgage or otherwise charge or encumber the Lessee's interest under this Lease;

without the prior written consent of the Council which the Council may withhold or otherwise may condition in its absolute discretion.

9.3.2 The Council's prior written consent is not required for the granting of any underlease or licence by the Lessee, provided such underlease or licence is granted on the terms and conditions of the underlease or licence (as the case may be) as attached to this Lease in Annexure B.

9.3.3 An underlease or licence granted in accordance with clause 9.3.2 may be amended by the Lessee from time to time without the Council's consent, provided such amendments do not materially derogate from the terms of the underlease or licence (as the case may be) attached in Annexure B.

9.4 No Release

Where the Council grants consent or is deemed to grant consent to an assignment, the Lessee as assignor will not be released or discharged from its current and future obligations and liabilities under this Lease for the balance of the Term.

10. COUNCIL'S OBLIGATIONS AND RIGHTS

10.1 Quiet Enjoyment

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

10.2 Right to enter

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

10.2.1 to see the state of repair of the Premises;

10.2.2 to do repairs or other works to the Premises as required or permitted to be undertaken by the Council under this Lease;

10.2.3 to do anything the Council must or may do under this Lease or must do under any law or to satisfy the requirements of any authority;

10.2.4 to show prospective lessees through the Premises during the last six (6) months of the Term; and

10.2.5 to show prospective purchasers through the Premises.

10.3 Right to rectify

10.3.1 Subject to clause 10.3.2, the Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

10.3.2 Prior to undertaking any works as permitted by clause 10.3.1, the Council must first provide the Lessee with a notice of defects or works required to be undertaken by the Lessee, which notice must provide a reasonable period for the Lessee to rectify the defects or undertake the required works.

10.3.3 The Lessee will not make any claim or commence or maintain any suit or action against the Council for breach of the covenant contained in clause 10.1 or otherwise in consequence of such entry or in execution of any of the works contemplated by this clause 10.3, unless such claim, suit or action arises as a result of the deliberate or negligent act or omission of the Council.

10.4 Works and Restrictions

In entering or accessing the Premises, the Council must (except in cases of emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises.

11. DAMAGE OR DESTRUCTION

11.1 If the Premises or any part of the Premises is damaged:

11.1.1 and as a result of that damage, the Premises cannot be used for the Permitted Use or are inaccessible, then for the period during which the Premises cannot be so used or are inaccessible, the Lessee will not be obliged to pay any Yearly Amounts in respect of that period; or

11.1.2 the Premises can still be used for the Permitted Use but the level or extent of useability is diminished due to the damage, the Lessee's liability for Yearly Amounts attributable to a period during which such useability is diminished will be reduced in proportion to the reduction in useability caused by the damage. If the Council and the Lessee are unable to agree within fourteen (14) days as to the proportion by which the Yearly Amounts should be reduced, then an independent arbiter must be appointed to make a determination. The cost of the arbiter shall be borne by the parties equally.

11.2 If, following damage to the Premises or any part of the Premises, the Lessee has rights to adequate insurance proceeds and/or access to other funds to enable the Lessee to repair or rebuild the Premises, then the Lessee must, within a reasonable time after such insurance proceeds are available to the Lessee, repair or rebuild the

Premises as required to allow the continuation of the Permitted Use on the Premises by the Lessee.

- 11.3 Subject to clause 11.2, if the Lessee is unable to repair or rebuild the Premises, within twelve (12) months of the damage occurring (or such other period as is appropriate and approved by the Council (acting reasonably) taking into account the extent of the works required) then either the Council or the Lessee may terminate this Lease by giving not less than seven (7) days written notice to the other party.
- 11.4 If this Lease is terminated by either party under this clause 11 then the rights and obligations of the Council and the Lessee will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.
- 11.5 If the damage to the Premises results from a deliberate or negligent act or omission of the Lessee, then the Lessee will not be relieved of its obligation to continue to pay the Yearly Amounts (and the provisions of clause 11.1 will not apply) unless:
- 11.5.1 the Council has an insurance policy covering loss of rent from the Premises as a consequence of that damage;
- 11.5.2 the Council is able to recover payment under that policy; and
- 11.5.3 the Lessee has contributed to the cost of that insurance as an Outgoing under this Lease and is not in breach or in arrears of any such contribution;
- then the obligation of the Lessee to continue to pay the Yearly Amounts will be reduced by an amount equivalent to the payment (if any) received under that insurance policy.
- 11.6 The provisions of this clause 11 do not prejudice or alter the rights and entitlements of the Council or the Lessee to recover loss and damage from the other party if and to the extent that the damage to the Premises is caused or contributed to by any deliberate or negligent act or omission on the part of that other party.

12. RIGHTS AND OBLIGATIONS ON EXPIRY

12.1 Expiry

This Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease, in which case it will come to an end when such earlier termination is effected.

12.2 Handover of Possession

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

- (a) remove all of the Lessee's Equipment and repair any damage caused by such removal;

- (b) if so directed by the Council, remove and reinstate any improvements, alterations or additions (“the Improvements”) made to Attunga House by the Lessee;
- (c) paint the Premises as required under clause 8.3; and
- (d) carry out and complete any repairs and maintenance which the Lessee is obliged to carry out under this Lease.

12.2.2 If it is not practical for the Lessee to undertake and complete these requirements before the Lease comes to an end, then such works must be undertaken immediately after the Lease comes to an end, but in accordance with any reasonable requirements of the Council relating to security, access and time for completion.

12.2.3 When this Lease comes to an end the Lessee will:

- (a) hand over vacant possession of the Premises in good repair and condition consistent with the requirements of clause 8; and
- (b) hand over to the Council all keys and other security devices for the Premises which the Lessee has in its possession or control.

12.2.4 If at the time that possession of the Premises is given back to the Council, the Lessee has not complied with all or any of its obligations under this clause 12.2, the Lessee will not be relieved of its obligation to comply with those requirements, or to compensate the Council for failure to do so, by reason of the fact that the Council has accepted or taken possession of the Premises.

12.3 Abandoned Goods

If, when this Lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods as the Council sees fit, including (but not limited to) selling those goods or equipment with any profits from such sale to be retained by the Council.

12.4 Ownership of Improvements

12.4.1 Ownership of the Improvements made prior to or during the Term of this Lease will remain the property of the Lessee during the Term.

12.4.2 Subject to clause 12.4.3, upon expiration of the Term or sooner determination of this Lease, the Improvements will form part of the Land and will become the property of the Council and the Lessee will forfeit to the Council any interest that the Lessee has in the Improvements.

12.4.3 If the Council directs the Lessee to remove the Improvements in accordance with clause 12.2.1(b), ownership of the Improvements will remain with the Lessee following expiration of the Term.

13. BREACH

13.1 Payment Obligations

13.1.1 The Lessee must make payments due under this Lease:

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

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

13.2 Default, Breach and Re-Entry

In the event that:

13.2.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of seven (7) days following service of a notice of default on the Lessee by the Council;

13.2.2 the Lessee commits, permits or suffers to occur any breach, or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of the Lease, and such breach or default has continued for at least fourteen (14) days following service of a notice of default on the Lessee by the Council;

13.2.3 in the case of a Lessee being a company:

- (a) a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;
- (b) any person appoints an administrator of the Lessee;
- (c) an application is made to any court to wind up the Lessee;
- (d) an application is made pursuant to section 411 of the *Corporations Act 2001*;
- (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
- (f) the Lessee is deregistered or dissolved;

13.2.4 in the case of a Lessee being a natural person:

- (a) the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;

- (b) a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
- (c) the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
- (d) the Lessee signs an authority under section 188 of the *Bankruptcy Act 1966*;
- (e) the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966*, and that debt agreement proposal is accepted by the Lessee's creditors;
- (f) the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Lessee is convicted of an indictable offence (other than a traffic offence);

13.2.5 execution is levied against the Lessee and not discharged within 30 days;

13.2.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings; or

13.2.7 the Premises are left unoccupied for one (1) month or more without the Council's consent.

then despite any other clause of this Lease the Council at any time has the right to re-enter into and upon the Premises and to repossess and enjoy the Premises as its own estate, and/or to terminate this Lease, but without prejudice to any action or other remedy which the Council has or might have or otherwise could have for arrears of Rent, Outgoings or any other amounts or breach of covenant or for damages as a result of any such event and in such case the Council will be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of the Lease.

13.3 Rights of Council Not Limited

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee will not be excluded or limited in any way by reason of the Council having or exercising any powers under clause 13.1 or clause 13.2.

13.4 Repudiation and Damages

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

- (a) the obligation to pay Rent;
- (b) the obligation to pay Rates and Taxes;
- (c) the obligation to pay Outgoings;

- (d) the obligations and prohibitions in relation to use of the Premises; and
- (e) the restriction on assignment, sub-letting, mortgaging and licensing.

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

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

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

13.4.5 The rights of the Council under this clause 13.4 and any action taken by the Council do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

13.5 Interest on Overdue Amounts

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

13.6 Council's Rights on Breach

If the Lessee is at any time in breach of any of its obligations under this Lease, and the Lessee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time come onto the Premises without notice and do all things necessary to remedy that breach. The Lessee must pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

13.7 Landlord and Tenant Act

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to Section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council.

14. POWER OF ATTORNEY**14.1 Appointment**

If the Council becomes entitled to re-enter and take possession of the Premises after complying with any relevant statutory provision (of which the statutory declaration of any duly authorised officer or employee of the Council will be conclusive evidence for the purpose of the Registrar General), the Lessee irrevocably appoints the Council to be the attorney of the Lessee to execute any documents and perform any acts the Council requires to give full effect to the power of re-entry under the *Real Property Act 1886*.

14.2 Ratification

The Council may do, execute and perform all things relating to the Premises fully and effectually as the Lessee could do and the Lessee will ratify and confirm the appointment of and all actions by the Council under clause 14.1.

15. HOLDING OVER

If, with or without the Council's consent, the Lessee continues to occupy the Premises after the end of this Lease, the Lessee does so as a monthly tenant which:

15.1 either party may terminate on one (1) month's notice given at any time; and

15.2 is on the same terms as this Lease.

16. INDEMNITY AND RELEASE**16.1 Risk**

The Lessee occupies and uses the Premises at the Lessee's risk.

16.2 Indemnity

Subject to clause 16.3, the Lessee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with:

16.2.1 any act or omission of the Lessee;

16.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;

16.2.3 any fire on or from the Premises;

16.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Premises by the Lessee or otherwise relating to or occurring on the Premises;

16.2.5 a breach of this Lease by the Lessee; or

16.2.6 the Lessee's use or occupation of the Premises.

16.3 Limitation on Indemnity

The Lessee's liability arising from the indemnification under clause 16.2 is limited to:

- 16.3.1 the amount by which any liability, loss or damage contemplated by clause 16.2 is not satisfied by any insurance payment received by the Council as a result of such liability, loss or damage; and
- 16.3.2 any excess or deductible payable by the Council as a result of any insurance claim made by the Council following any liability, loss or damage contemplated by clause 16.2.

16.4 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises except to the extent that they are caused by the Council's deliberate or negligent act or omission.

16.5 Indemnities are independent

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends. The Council may enforce an indemnity before incurring expense.

16.6 Council's liability

Despite anything else in the Lease:

- 16.6.1 the Council will not be liable (except to the extent of any deliberate or negligent acts or omissions of the Council); and
- 16.6.2 the Lessee has no right to terminate this Lease or reduce payments under this Lease,

for any loss, damage, injury or death caused by any act or omission of other occupants of the Premises or the Land including any members of the public.

17. GOODS AND SERVICES TAX

17.1 Agreed Consideration

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

- 17.1.1 the Agreed Consideration for that supply is exclusive of GST;
- 17.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST rate; and
- 17.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

17.2 Tax Invoice

Where the Agreed Consideration is to be increased to account for GST under this clause 17, the Council will, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

17.3 Liability for Penalties

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

18. COUNCIL'S DISCRETION

The Council enters into this Lease as a council acting under sections 7 and 36 of the LG Act and not in any other capacity. This Lease does not preclude or pre-empt the exercise by the Council of any other regulatory function or power.

19. GENERAL

19.1 Costs

The Lessee must, on request, pay or reimburse to the Council:

- 19.1.1 if the Lessee has requested that this Lease be registered, all government fees for registration of this Lease. If a lease plan is required to be prepared and registered before this Lease can be registered, then the Lessee must arrange and pay for the preparation and registration of that lease plan;
- 19.1.2 all legal and other expenses incurred by the Council in connection with the registration of this Lease.
- 19.1.3 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

19.2 Consent

- 19.2.1 Unless otherwise provided in this Lease, in any case where the doing or execution of any act, matter or thing by the Lessee requires or is subject to the Council's consent or approval, that consent or approval may be given (conditionally or unconditionally) or withheld by the Council in its absolute discretion.
- 19.2.2 The Lessee must pay or reimburse the Council all costs, fees and expenses paid or incurred (including any fees of any agent or consultant) arising from or with respect to any application for consent or approval.

19.3 No absolute caveat

The Lessee must not lodge or caused or permit to be lodged any absolute caveat over the certificate of title for the Premises.

19.4 Waiver

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

19.5 Notice

19.5.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Lessee, if left at the reception area of the Premises marked to the attention of the CEO, or if the Lessee has vacated the Premises, then if posted by pre-paid post to the last known address of the Lessee;
- (b) in the case of the Council, if posted by prepaid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

19.5.2 Notice served by prepaid post will be deemed to have been given or served three (3) business days after posting.

19.6 Severance

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

19.7 Entire Agreement

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

Executed as an agreement on the _____ day of _____ 2020

The Common Seal of the City of Burnside was affixed in accordance with the *Local Government Act 1999* in the presence of:

.....
Chris Cowley
Chief Executive Officer

.....
Anne Monceaux
Mayor

The Common Seal of Burnside War Memorial Hospital Inc was affixed in accordance with the Rules of the Association in the presence of:

.....
Signature of Chief Executive Officer

.....
Name of Chief Executive Officer

.....
Signature of Chairman of the Board

.....
Name of Chairman of the Board

SCHEDULE

<p>ITEM 1 Lessee</p>	<p>Burnside War Memorial Hospital Inc ABN 84 816 192 280 of 120 Kensington Road, Toorak Gardens SA 5065</p>
<p>ITEM 2 Premises</p>	<p>That portion of the Land being the areas identified in Filed Plan ### as 'Hospital C', 'Carparks D', and 'Carpark F'.</p>
<p>ITEM 3 Land</p>	<p>The whole of the land comprised in Certificate of Title Volume 5859 Folio 365 being more commonly known as 120 Kensington Road, Toorak Gardens SA 5065</p>
<p>ITEM 4 Term</p>	<p>The period commencing on 1 April 2020 ("the Commencement Date") and expiring at midnight on 31 July 2037.</p>
<p>ITEM 5 Rent</p>	<p>\$24,023.40 per annum (inclusive of GST) payable quarterly in advance as further set out at clause 3.1 of this Lease.</p>
<p>ITEM 6 Review Dates and Review Method</p>	<p>Review Dates</p> <p>The Rent as stated in Item 5 will be reviewed annually on 1 August in each year during the Term.</p> <p>Review Method</p> <p>The Rent is to be reviewed to CPI Review on and from a Review Date and is calculated as follows:</p> $R2 = R1 \times \frac{\text{Current CPI}}{\text{Previous CPI}}$ <p>Where:</p> <p>R2 is the Rent payable immediately after the Review Date; and</p> <p>R1 is the Rent payable immediately before the Review Date (disregarding any abatements, incentives or reductions)</p>
<p>ITEM 7 Permitted Use</p>	<p>A general hospital in all its facets with associated and ancillary facilities and uses, including appropriate amenities and services for patients, visitors, employees, contractors and other persons on or at the Premises with the Lessee's consent (whether operated by the Lessee or a third party)</p>

<p>ITEM 8 Public Liability Insurance</p>	<p>Coverage of at least fifty million dollars (\$50,000,000.00) per claim</p>
<p>Item 9 Special Conditions</p>	<p>1. EXEMPTION APPLICATION</p> <p>1.1 The Lessee acknowledges and agrees that the Council will, prior to or following the Commencement Date, make application pursuant to section 77 of the Act for an exemption from the application of all of the provisions of the Act to this Lease with the effect that the Act will not apply to the provisions of this Lease throughout the Term.</p> <p>1.2 The Lessee will join in any exemption application made by the Council pursuant to this Special Condition and will sign all documents and undertake all such deeds, matters, acts and things as the Council or the authority responsible for administering the Act requires in respect of such exemption application.</p> <p>1.3 If the exemption application pursuant to this Special Condition 1 is unsuccessful, or the exemption is granted on conditions which are unacceptable to either party, then either party may, by notice in writing given to the other party, terminate this Lease in which event neither party will have any claim against the other in respect of such termination except for any antecedent breach or default.</p> <p>2. LESSEE'S UNDERTAKINGS</p> <p>2.1 The Lessee acknowledges and agrees that:</p> <p>2.1.1 the Lessee will comply with the terms conditions and obligations imposed on the Council pursuant to the Deed of Gift and will not cause permit or contribute to any act or omission which may result in a breach of any of the terms conditions or obligations of the Council pursuant to the Deed of Gift;</p> <p>2.1.2 the Council has granted this Lease of the Premises to the Lessee for the purposes of the Permitted Use on the terms covenants and obligations set out in this Lease and on the condition that during the Term the Council will not be liable for any expense or cost associated with</p>

	<p>the Premises (other than an expense or cost which the Council is expressly liable or responsible for under the Lease) and that the Council will be reimbursed by the Lessee for any expenses and costs reasonably incurred by the Council with respect to the Premises; and</p> <p>2.1.3 notwithstanding any other provision in this Lease, the Council will not be required or obliged at any time to maintain, repair or replace the Premises or any part of it (including, but not limited to the cost of any capital works on the Premises), except where the Council is expressly liable or responsible for such maintenance, repairs or replacements under the Lease.</p> <p>3. ANCILLARY RIGHTS</p> <p>At all reasonable times during the Term the Lessee in common with the Council and other occupants of the Land and all other persons authorised from time to time by the Council (and subject to the reasonable directions of the Council) will be entitled to exercise and enjoy the following ancillary rights:</p> <p>3.1 either with or without vehicles to pass and repass over along and across that portion of the Land marked "Access Driveway A" in Filed Plan #### for the purpose of the reasonable access, ingress and egress to the Premises and to that portion of the Attunga Gardens designated for car parking; and</p> <p>3.2 to park vehicles on those portions of the Attunga Gardens designated by the Council for parking but only in the spaces designated by the Council provided that the Council may prohibit the Lessee and any employee, agent, subtenant or invitee of the Lessee from parking any vehicle in any part of the Attunga Gardens at any time provided that the Lessee will be permitted at all times (but will not have the exclusive right) to use "Carparks E" as marked on Filed Plan ###.</p>
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Annexure A

Deed of Gift

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Annexure B

TC 605'02 21

THIS DEED OF GIFT is made the fourteenth day of March One thousand nine hundred and forty four

BETWEEN: OTTO GEORG LUDWIG von RIEBEN of Kensington Road Toorak Gardens in the State of South Australia Gentleman (hereinafter called "the Grantor") of the one part and THE CORPORATION OF THE CITY OF BURNSIDE whose municipal office is situated at Greenhill Road Tumore in the said State (hereinafter called "the Corporation") of the other part

WHEREAS the Grantor is the registered proprietor of an estate in fee simple in that piece of land situated in the Hundred of Adelaide County of Adelaide being portion of Section 275 in the area named Toorak Gardens and known as "Attunga" and being the whole of the land comprise in Certificate of Title Register Book Volume 540 Folio 67 (which said land together with the house buildings erections and improvements thereon is hereinafter referred to as "the premises") AND WHEREAS the Council of the Corporation is desirous of establishing a hospital in conformity with its plans for the development and beautification of the City of Burnside and the Grantor has offered the premises to the Corporation for the purpose of the permanent preservation of his home and garden in the form of a hospital NOW THIS DEED WITNESSETH as follows

1. The Grantor shall upon the execution of these presents at the expense in all things of the Corporation sign and execute a Memorandum of Transfer to the Corporation of the premises by way of gift and for no monetary consideration whatsoever and the Corporation shall accept such Transfer
2. All rates taxes charges and assessments in respect of the premises shall be adjusted between the Grantor and the Corporation up to the date of these presents and thereafter all such rates taxes charges and assessments shall be paid by the Corporation which shall indemnify the Grantor against the same and all claims and demands in respect thereof
3. Notwithstanding the execution by the Grantor of this Deed of Gift or of the Transfer of the premises as aforesaid the Grantor with his household shall have the right to reside in the premises following the execution hereof but the Corporation when it desires vacant possession of the premises for the purpose of establishing the said hospital may give to the Grantor not less than six calendar



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- such notice the Grantor will give up vacant possession of the premises to the Corporation PROVIDED ALWAYS that the Grantor may give up such vacant possession to the Corporation at any time
4. Until the giving of vacant possession as aforesaid the Grantor shall manage the premises on behalf of the Corporation and the Corporation shall keep and maintain the premises in good order repair and condition and shall pay all outgoings whatsoever in respect of the premises including fire insurance premiums charges for gas and electric light and power and the wages up to four pounds ten shillings (£4.10.0) per week of a gardener
5. Upon delivery to the Corporation of vacant possession as aforesaid the Corporation shall continue to employ as gardener the person now so employed by the Grantor at not less than his present weekly wage of four pounds ten shillings (£4.10.0) with free accommodation for himself and his family and the Corporation shall continue such employment until such time as the said person shall cease capably and faithfully to discharge the duties of such employment
6. ~~The Corporation shall use its best endeavours so far as may be consistent with the establishment maintenance and development of the said hospital to preserve in its present state and appearance the main building on the premises being the home of the Grantor also the beauty and amenities of that portion of the premises now under cultivation and in particular to maintain the trees shrubs flower beds lawns and plots and so far as may be practicable the layout of the existing garden~~
7. The Corporation shall pay all costs and expenses of both parties of and incidental to this Deed and the said Memorandum of Transfer including stamp duties and registration and all other fees and charges
8. The Corporation hereby expressly covenants and agrees with the Grantor to pay and fully and effectually to indemnify and keep indemnified the Grantor his executors and administrators and his estate and effects in respect of all amounts (if any) which he

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payable upon the death of the Grantor by way of Succession or
Estate duties or death duties of any kind in respect of the
premises

AND it is hereby declared that the value for the purposes of The
Stamp Duties Act 1923-1942 of the property conveyed by this Deed is
Nine thousand five hundred pounds (£9,500) and no more

IN WITNESS whereof the hand and seal of the Grantor and the Seal of
the Corporation the day and year firstly before written

SIGNED SEALED AND DELIVERED by the
said OTTO GEORG LUDWIG VON RIEBEN
in the presence of

O. Von Ribben

H. Griffiths
Collector
Adelaide

THE MUNICIPAL SEAL of THE CORPORATION
OF THE CITY OF BURNSIDE was hereto
affixed in the presence of

Philip R. Gannidge Mayor

Williamson
Acting Town Clerk.

Annexure B

Template Underlease and Licence

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Certificate of Title

Title Reference CT 5859/365
Status CURRENT
Easement YES
Owner Number 9000029*
Address for Notices PO BOX 9 GLENSIDE SA 5065
Area 1.773HA (CALCULATED)

Estate Type

FEE SIMPLE

Registered Proprietor

CITY OF BURNSIDE
OF PO BOX 9 GLENSIDE SA 5065

Description of Land

ALLOTMENT 8 FILED PLAN 141069
IN THE AREA NAMED TOORAK GARDENS
HUNDRED OF ADELAIDE

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
LEASE	12582399	BURNSIDE WAR MEMORIAL HOSPITAL INC.

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
1853910035	CURRENT	120 KENSINGTON ROAD, TOORAK GARDENS, SA 5065
1853910051	CURRENT	97 HEWITT AVENUE, TOORAK GARDENS, SA 5065

Notations

Dealings Affecting Title

NIL

Notations on Plan

NIL

Registrar-General's Notes

PLAN FOR LEASE PURPOSES VIDE G252/1989
PLAN FOR LEASE PURPOSES VIDE G435/1995
PLAN FOR LEASE PURPOSES VIDE G823/2000
APPROVED FILED PLAN FOR LEASE PURPOSES FX251242
NEW EDITION CREATED DUE TO EXPIRATION OF LEASE

Administrative Interests

CONFIRMED IN SA HERITAGE REGISTER 28/05/1987

Item No: 13.7
To: Council
Date: 28 July 2020
General Manager and Key Contact: Barry Cant, General Manager Urban and Community
Subject: DRAFT DISABILITY ACCESS AND INCLUSION PLAN 2020-2024–
COMMUNITY CONSULTATION
Attachments: A. Draft Disability Access And Inclusion Plan 2020-2024
B. Summary Consultation
C. Development Consultation Summary
D. Previous correspondence to CEO and Mayor
Prev. Resolution: Nil

Officer's Recommendation

That Council release the Draft Disability Access and Inclusion Plan for the purposes of public consultation.

Purpose

1. To present Council with a draft of the Disability Access and Inclusion Plan (DAIP), and to seek endorsement to release the Draft DAIP for public consultation, as per Council's Community Engagement Policy and legislative requirements under the *Disability Inclusion Act 2018*.

Strategic Plan

2. The following Strategic Plan provisions are relevant:

"High quality sport and recreational opportunities and facilities that foster healthy lifestyles"

"Fit for purpose and cost effective infrastructure that meets community needs"

"A safe community that values and supports its people"

"Our community is actively engaged and involved in shaping the City's future"

Connected Communities Strategy 2017-2021:

"A resilient, happy, healthy and connected community"

Communications / Consultation

3. The following communication / consultation has been undertaken through the development of the Draft Plan:

- 3.1. Community engagement process undertaken through Engage Burnside for a three week period. Public consultation was promoted via social media, Council's webpage, existing support group contacts lists (including family members, carers and practitioners) as well as targeting key organisations and influencers and leveraging the Department of Human Services Disability Engagement Group.
- 3.2. Information Document provided to Elected Members on 11 May 2020 providing an overview of the process and seeking input to develop the draft Plan;
- 3.3. Online workshop held on 16 June 2020 with Leadership Team and key staff members to provide an overview of the draft Plan and seek input.
- 3.4. Targeted engagement with key support organisations, both within the City of Burnside and across the State.
- 3.5. Survey sent to City of Burnside staff.
- 3.6. Discussions on consultation methods held at a State level through the Local Government Professionals Community Managers Network.
- 3.7. Draft Plan provided to Leadership team for feedback on 29 June 2020.
- 3.8. Summary of consultation process is provided in Attachment B.

Statutory

4. Under the new *Disability Inclusion Act 2018 (SA)*, (the Act) each State Authority must develop and implement a DAIP, which meets the requirements set out in the Act. This applies to all local government agencies, noting that the City of Burnside has not had such a document previously.
5. Pursuant to the *Disability Inclusion Act 2018* and the *Disability Inclusion Regulations 2019 (SA)* a DAIP must acknowledge and address:
 - 5.1. The risks that relate to priority groups living with disability; women, children, Aboriginal and Torres Strait Islander people and culturally and linguistically diverse people (sections 9(2), (3), (4), and (5)).
6. A DAIP must:
 - 6.1. Include measures to ensure that people living with disability can access mainstream supports and services provided or on behalf of the State authority (section 16(3)(a))
 - 6.2. Show how the State authority will give effect to the objects and principles set out in Part 2 of the Act (section 16(3)(b))
 - 6.3. Show how the State authority will give effect to the State Plan (section 16(3)(c))
 - 6.4. Include strategies to support people with disability in the following areas:
 - Access to built environs, events and facilities;
 - Access to information and communications;

- Address the specific needs of people with disability in programs and services; and
- Employment (section 16(3) (d)).

6.5. Comply with published guidelines (the Toolkit) (section 12(1) (a)).

7. In addition, the following legislation is relevant in this instance:

Development Act 1993

Disability Discrimination Act 1992

Eastern Health Authority Draft Regional Public Health and Wellbeing Plan 2020-2025

Local Government Act 1999

Public Health Act 2011

8. Councils are able to jointly prepare a DAIP submission with the required permissions. While initially explored as one option it was deemed to not pursue this path given the nuances and complexities within each council area with respect to population, local service management and separate strategic approaches and budget constraints.

Policy

9. The following Council policies are relevant in this instance:

Community Access, Inclusion and Participation Policy

Asset Management Policy

Community Engagement (Public Consultation) Policy

Volunteers Policy

Risk Assessment

10. There is a risk of missing the submission deadline of 31 October 2020 to the Minister for Human Services if the draft Plan is delayed for release.
11. Reputational risk if Council is not seen as fostering best practice towards disability access in its inclusion strategies and actions.

CEO Performance Indicators

12. At the time of writing this report the CEO's Performance Indicators for the 2020/21 financial year have not been set.

Finance

13. Whilst a majority of the actions and priorities focus on inclusion and awareness, some actions may have a cost attached to activate and implement. Once the Draft DAIP has been endorsed by Council, any related activation costs will be factored into operational activities and managed through the Annual Business Plan and Budget and Asset Management Plans, with suitable grants also sourced.
14. Cost implications were taken into account when actions were considered and developed.

Discussion

Background

15. The City of Burnside as a State Authority is now legislatively required to develop a DAIP under the *Disability Inclusion Act 2018*. This will be reported on annually and reviewed every four years.
16. A DAIP is a proactive tool that Council will use to improve overall access to programs, service and facilities that provide people with a disability the opportunity to fully participate and be genuinely involved in all aspects of society. This document will emphasise and have a strong focus on 'inclusion' in a holistic manner. This is separate to existing obligations under disability discrimination legislation which continue and are obviously intertwined (e.g. access toilets).
17. The DAIP will demonstrate the City of Burnside's recognition of the importance of inclusion, diversity and access for all in society, have a welcoming attitude towards a diverse range of people, and show that Council are aware of the needs of people living with disability, coupled with relevant Human Resource Management efforts with regarding to recruitment and retention.
18. The City of Burnside will align with the outcomes prescribed by the National Disability Scheme (NDS) State Plan. The four key themes are:
 - 18.1. Inclusive communities for all;
 - 18.2. Leadership and collaboration;
 - 18.3. Accessible communities; and
 - 18.4. Learning and employment.

Community Consultation and Engagement

Consultation Stage One

19. Pursuant to section 16(4) (b) and (c) and reg (9) of the legislation / regulations, Council is legislatively required to seek public submissions towards the Draft DAIP. In addition Council is required under reg (9) to report on the consultation undertaken, submissions received and actions or recommendations that were adopted in the course of preparing the plan.
20. Various forms of community engagement were undertaken to seek submissions from the public, ranging from leveraging Engage Burnside, social media, Council's website, targeted approach to key support organisations and existing Council contacts.

21. All submissions and feedback received through the consultation have been addressed through the development process and addressed or included where possible.
22. An outline of consultation and engagement has been included under Attachment B, with a summary of submissions including, number of submissions received and how responses were incorporated or addressed in the Draft Plan under Attachment C.

Development of the Draft Plan

23. The DAIP will play a key role in ensuring Council promotes an ethos of access, inclusion for Council as an employer and the wider community.
24. Key benefits include:
 - 24.1. Eliminating discrimination towards people with disability in both a social and access forms.
 - 24.2. Creating a welcoming attitude and environment towards a diverse range of people living with disability.
 - 24.3. Empowering employees who are aware of the needs of people living with disability and therefore increasing participation and reducing complaints received by Council.
 - 24.4. Creating an ethos of access, inclusion, participation and equity.
 - 24.5. Encouraging broader participation from staff across multiple departments through the use of the Action Learning Program whilst developing the Draft Action Plan.
 - 24.6. Ensuring compliance with universal design principles and enhancing all aspects of community life.
25. The Draft DAIP presented was developed by a cross-organisational action learning team within Council that established and undertook the coordination, including the community engagement process and prioritising the actions and objectives.
26. The team consisted of representatives from Community Connections, Assets and Infrastructure, People Experience, City Development, Safety and Information Management and Strategic Projects.
27. The Action Learning Team was overseen by the Group Manager Community Connections throughout the project to ensure the Draft DAIP met its legislative requirements.
28. The draft DAIP has been developed with a four year timeframe to complement Council's existing strategies and link into the review of Inclusive SA's State Plan.

Next Steps

Consultation Stage Two:

29. Once Council endorse the Draft DAIP for the purposes of community consultation, a second round of community engagement will be undertaken, seeking input to the draft actions. Community consultation will be delivered as per Council's Community Engagement Policy.

30. Consultation will be undertaken via Engage Burnside, social media, and Council's website and again through targeting key support groups and relevant subsidiaries such as the Eastern Health Authority.
31. In addition, those who provided submissions received during Stage One, will be contacted again to demonstrate follow up and ensure the public feel their concerns have been adequately and genuinely addressed within the draft plan.
32. Organisations who through the first stage of consultation who offered to review the Draft DAIP will be contacted to accept review offers.
33. Public consultation will be open for a period of three weeks.
34. Once the second public consultation period has been completed, the final Plan will be provided to Council in September 2020 for adoption, prior to forwarding to the Minister for Human Services for approval. This will satisfy all of the required statutory obligations.
35. The table below outlines the final phases for the Plan.

Draft Plan endorsed by Council prior to stage-two community consultation – current meeting	28 July
Community consultation on draft plan	28 July – 17 August
Final changes based on consultation	17 August
Final draft Plan to Executive for endorsement	W/E 21 August
Final draft to council for endorsement and approval to submit to the Minister for Human Services	22 September
Forward Final Plan to Minister for Human Services	1 October

Monitoring and reporting

36. Pursuant to section 17 of the Act, Council is obligated to provide a progress report to the Chief Executive Officer, Department of Human Services (DHS), on the implementation of the DAIP before 31 October annually. In turn the CEO, DHS is obligated to provide the progress report to the Minister before 31 December of each year summarising the progress made in respect of the preceding financial year.
37. The Draft DAIP was developed through consultation with the leadership team and therefore time frames allocated to actions have been included in future operational plans, to ensure achievements will be reached in preparation for the December 2021 progress report to the Minister for Human Services.
38. Council will be advised of progress and milestone achievement through the CEO Report when appropriate and will received a copy of the annual reporting documentation.

Conclusion

39. The Draft DAIP has been developed to position the City of Burnside to move beyond minimum mandatory inclusion requirements and proactively commence strategies to support best practice towards disability access and inclusion.
40. It is recommended that Council support the draft DAIP to be released for further public consultation.

Draft Disability Access and Inclusion Plan

2020-2024



City of Burnside

Address: 401 Greenhill Road, Tasmore SA 5065

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Website: www.burnside.sa.gov.au

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Mayor's Statement

I am very proud to present the City of Burnside's first Disability Access and Inclusion Plan, an area which I am extremely passionate about. The City of Burnside is committed to providing opportunities for people of all abilities to participate fully in community and civic life. This Plan not only outlines what Council will do to address the barriers people with disability might face, but it also acknowledges the contribution that people with disability make each and every day to our diverse community.

Our vision for a resilient, happy, healthy and connected community where people living with disability can participate and belong, can only be achieved by working together. Therefore, I am excited to

read Council will establish a Disability Advisory Committee on disability access and inclusion, which will advocate for our community. I look forward to participating and contributing to this valuable group.

Mayor Anne Monceaux



CEO's Statement

I am pleased to present the Disability Access and Inclusion Plan for the City of Burnside. This plan sets out new principles that will continue to guide our activities and ongoing advice, ensuring we move beyond minimum inclusion requirements and embrace best practice in all facets of business. By working with local residents, business and service providers Council aims to build and strengthen our community to ensure people of all abilities feel included.

This Plan has been developed in consultation with our community and provides a framework for improving outcomes for people with disability across the City. As a Council we pride ourselves on creating a community where people feel included, valued and respected. This Plan ensures that this will always remain the case.

*Chris Cowley,
Chief Executive Officer*





Introduction

The City of Burnside values and embraces the diversity within its community and is committed to working with its valued residents, businesses and service providers to build and strengthen its community and ensure people of all abilities are welcome and feel included, especially those who have greater barriers facing them, particularly disability. Council has a leadership role in facilitating and encouraging improved physical access to community and privately-owned facilities. The Disability Access and Inclusion Plan (DAIP) promotes equal rights for all in our community. It recognises our responsibility to support people with disabilities to access the same human rights as everyone in the community.

This Plan will guide Council's actions over the next four years to ensure all members of our community are involved, active and engaged, including reducing and eliminating barriers to access and inclusion.

This is the City of Burnside's first DAIP and forms part of Council's legislative responsibility under the *Disability Inclusion Act 2018* (the Act), to recognise a stronger commitment to access and inclusion planning for people living with disability.

The Act supports the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD), acknowledging that people living with disability have the same human rights as other members of the community and that the State and the community have a responsibility to facilitate the exercise of those rights.

“Our vision is an accessible and inclusive South Australia based on fairness and respect.” (Inclusive SA: State Disability Inclusion Plan 2019-2023)

Inclusive SA: State Disability Inclusion Plan 2019-2023 was released on 31 October 2019 and developed following extensive consultation. The four key themes and priorities within the State Plan are:

Inclusive Communities for All

- Priority 1:** Involvement in the community
- Priority 2:** Improving community understanding and awareness
- Priority 3:** Promoting the rights of people living with disability

Leadership and Collaboration

- Priority 4:** Participation in decision-making
- Priority 5:** Leadership and raising profile
- Priority 6:** Engagement and consultation

Accessible Communities

- Priority 7:** Universal Design across South Australia
- Priority 8:** Accessible and available information
- Priority 9:** Access to services

Learning and Employment

- Priority 10:** Better supports within educational and training settings
- Priority 11:** Skill development through volunteering and support in navigating the pathway between learning and earning.
- Priority 12:** Improved access to employment opportunities and better support within workplaces



All of the state priorities were taken into consideration when developing the directions and actions for this Plan. By focussing on promoting a whole-of-council approach, which will encourage increased access and inclusion of everyone in the community, the Plan aims to identify and encompass all age groups and abilities.

One of Council’s key outcomes is to establish an advisory group to support the implementation of this Plan and discuss future directions. The Disability Advisory Committee will comprise of Councillors, residents and service providers and be a leader to ensure the City of Burnside opens its arms to everyone.

Whilst this Plan sets the focus for the next four years, it is also a living document that will respond to shifting priorities and new information as governments across South Australia work together.

Acknowledgements

The City of Burnside acknowledges the input received from many individuals and groups within the community, which has been invaluable in the preparation of this Disability Access and Inclusion Plan. We also acknowledge the Kaurna people as the traditional custodians of the Adelaide region and the land on which we work.



What do we mean by ‘Disability’?

The term ‘disability’ can be used to describe a wide range of conditions and impairments. Accordingly, this plan aims to improve access and inclusion for a wide cross-section of the community who may experience barriers to inclusion due to one or more disabilities.

The definition of ‘disability’ used in this plan comes from the *Disability Inclusion Act 2018 (SA)*. Section three of the Act defines a person with a disability as someone who has physical, psycho-social, intellectual, cognitive, neurological, learning, physical or sensory impairment, or a combination of any of these impairments which may hinder the person’s full and effective participation in society on an equal basis.

Improving access and inclusion for people with a disability will not only benefit those directly affected, but also their family, friends and the community as a whole.

What is Access and Inclusion?

Access and Inclusion is the consideration and incorporation of the needs of people with disability in all areas of an organisation’s operations. This means ensuring that people with disability have equal access to employment, training and development, products and services, premises, communication and information communication technology.

Our Vision

“A resilient, happy, healthy and connected community.”

The key themes for the City of Burnside’s Connected Communities Strategy 2017-2021 provide the foundation for this Plan. These are:

- Connections** A connected community with a sense of belonging.
- Partnerships** Partnerships which enable delivery of needed and valued community facilities and services.
- Activation** Well used and valued community spaces and services which enable community development, learning, connection and wellbeing.



The Role of Council

The role of Council in improving disability access and inclusion includes partnering with businesses and organisations, connecting with our community and activating public spaces. Council will seek involvement and feedback from the community, advocate to businesses and other levels of Government and will seek to be a leader in helping people with a disability and their loved ones feel included and valued in their community. The actions set out in this plan will be monitored and reviewed regularly by Council. Departments across all of Council will integrate relevant actions from this plan into their work, which will lead to a whole of Council approach to improving disability access and inclusion.

1. Provide information

Council will provide a comprehensive and trustworthy source of information for people with a disability, families, carers, service providers and the wider community. A truly inclusive community must have an easily accessible source of information and Council aims to include the needs of the whole community in our communication strategy.

2. Advocate

Council will build on its relationships with service providers, community organisations and the wider community to ensure that disability access and inclusion is a focus across our Council area. As a prominent voice in our local community and beyond, Council will advocate for people living with a disability to ensure they have the same opportunities and access as those without a disability.



3. Connect with community

In addition to the consultation that has informed the basis of this plan, Council will continue to engage the community and respond to changing priorities based on the feedback. It is vital that people living with a disability as well as the important people in their lives are included in all decisions relating to improving access and inclusion in the spaces we share.

4. Provide opportunities

Council will seek to lead by example in the area of disability access and inclusion. This plan outlines a commitment from Council to improve services, employment and volunteering opportunities, communication, access and participation for people living with a disability. Council will provide greater opportunities for people with a disability to participate in community life and to help shape the way we do things.

Our Community

Based on local data from the 2016 census

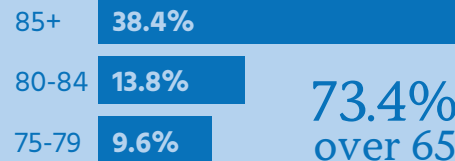
Population

4%
(1,764 residents)



reported needing help in their day-to-day lives due to disability

Proportion of people with disability by age



9% of Youth in SA are living with disability

Employment

City of Burnside residents in the labour force

7.4%
need assistance

needing assistance

89.3%
employed

10.7%
unemployed

City of Burnside

94.1%

5.9%

South Australia

Living Circumstances

People reporting needing assistance

80.6%
are home owners

2.5%
live in social housing



28.8%
live alone



21.6%
couple + kid/s



11.5%
single parent



21.4%
live in non-private dwellings
(nursing homes/other accommodation)

Inclusion



English language

22%
English is not first language

3%
difficulty communicating in English

What Our Community Wants

The Plan was developed through consultation with the community, Council management and staff, Elected Members, disability service providers and advocacy organisations through online surveys and workshops. Consultation was promoted through the Council website, social media and digital marketing campaigns. Advocacy groups and key stakeholders were directly contacted to seek input and submissions towards the Plan.

The purpose of the consultation was to provide the community with the opportunity to make access and inclusion issues known to Council. Between May 2020 and June 2020 over 70 people provided valuable feedback and advice. This Plan responds to this feedback and emphasises themes of most importance to people with disability living and working in the City of Burnside.



In general the surveys indicated that the Council is doing reasonably well, as 77% of respondents rated the City of Burnside as 'good' at inclusivity, while 79% felt the City of Burnside is 'good' at accessibility.

The greatest need for improvement identified were access to information, opportunities for employment and volunteering and involvement in Council planning and decision-making processes.

Summary of survey results

- Respondents were aged between 36 - 45 years (22%), 46 - 55 years (33%), 56 - 65 years (28%) and over 65 years (17%)
- 14% of responses were from disability service providers
- 13% of respondents identified as having a disability
- 75% of respondents were not aware of Council programs
- 39% felt excluded at some point through events, services or programs
- 74% felt that Council should increase involvement in planning and decision making
- 67% wanted locations of accessible toilets, playgrounds and reserves published on Council's website
- 91% supported the creation of an external disability group and internal group supporting Council's disability focus
- 88% of organisational respondents answered that they were interested in undertaking disability awareness training

Priorities and Actions

1. Inclusive Communities for All

Social inclusion is a priority for people living with disability as it affects all aspects of their lives. It is our aim that the contributions and rights of people living with disability are valued and understood by all South Australians and that their rights are promoted, upheld and protected. We also want to ensure that people living with disability are supported to advocate for their own rights.

- Priority 1** Involvement in the community
- Priority 2** Improving community understanding and awareness
- Priority 3** Promoting the rights of people living with disability

Objective	Action	Time-frame	Responsibility	Expected Outcome	State Plan Priority #
1.1 Advocate and support the contributions and rights of people living with disability.	1.1.1 Collaborate with stakeholders to improve access to information.	Short	Community Connections	<ul style="list-style-type: none"> • Greater representation for people with disability. • Increased access to information and services. 	Priority 3
	1.1.2 Work with local networks to identify issues and promote opportunities for improved access to services and information.	Short			
1.2 Promote understanding of the needs and capacities of people with disability by Council staff through training and induction.	1.2.1 Review induction and training programs including disability awareness training opportunities.	Short	People and Innovation	<ul style="list-style-type: none"> • Induction program reviewed and implemented as needed. • Employees equipped with greater understanding, empathy and knowledge around disability identified. 	Priority 2
	1.2.2 Investigate options for providing online multimedia training in access and disability inclusion.	Medium			
1.3 Establish best practice communications to ensure inclusion for all.	1.3.1 Undertake website review to ensure Council uses language and formats to promote inclusion.	Medium	People and Innovation, Community Connections, Community Engagement	<ul style="list-style-type: none"> • Website improvements identified. • Website highlights locations of accessible facilities. 	Priority 1
	1.3.2 Seek advice from key advisory groups, whilst undertaking review.	Medium			
	1.3.3 Review, update and promote the location of accessible facilities on Councils website.	Medium			
1.4 Promote community participation through established community groups.	1.4.1 Establish stronger links with community leaders from diverse ethnic and religious communities to develop dialogue about disability.	Medium	Community Connections, Community Engagement	<ul style="list-style-type: none"> • Increased participation in community groups and increase in shared events/programs. 	Priority 1
1.5 Increase awareness of access and inclusion internally.	1.5.1 Establish internal Access and Inclusion 'Champions' consisting of a variety of staff across Council, to promote and advocate disability and inclusion issues and ideas.	Short	Community Connections, all staff.	<ul style="list-style-type: none"> • Access and Inclusion Champions Established. 	Priority 3
1.6 Support sporting and recreational opportunity across the municipality (especially supporting youth).	1.6.1 Promote supporting opportunities that meet the needs of all participants.	Medium	Community Connections, Assets and Infrastructure, Community Engagement	<ul style="list-style-type: none"> • Greater youth participation. • Increased participation in sport and leisure. • Increased inclusive programming at sporting clubs. 	Priority 1
	1.6.2 Promote established all abilities sporting clubs and recreational organisations programs to the community to increase participation and improve accessibility these organisations.	Medium			
	1.6.3 Support sporting and recreational groups with education and training to increase inclusiveness.	Medium			

2. Leadership and Collaboration

People living with disability want to have a greater role in leading and contributing to government and community decision-making. It is our aim that the perspectives of people living with disability are actively sought and that they are supported to participate meaningfully in government and community consultation and engagement activities.

- Priority 4** Participation in decision-making
- Priority 5** Leadership and raising profile
- Priority 6** Engagement and consultation

Objective	Action	Time-frame	Responsibility	Expected Outcome	State Plan Priority #
2.1 Promote and lead a change in community attitudes towards disability.	2.1.1 Develop and implement a disability community awareness campaign in partnership with key stakeholders.	Medium	Community Connections, Community Engagement	<ul style="list-style-type: none"> • Increased participation in community groups and increase in shared events. 	Priority 5
2.2 Establish a Disability Advisory Committee advocating disability access and inclusion across Council.	2.2.1 Establish a Disability Advisory Committee.	Medium	Community Connections	<ul style="list-style-type: none"> • Committee established. • Greater scrutiny of plans and developments. • Increased consideration on the needs and requirements of people with disability. 	Priority 6
2.3 Promote participation in Council meetings and decision making processes.	2.3.1 Encourage people living with disability to participate in Council meetings. 2.3.2 Advertise meetings and consultations in accessible formats.	Medium	Community Connections	<ul style="list-style-type: none"> • Enhancing communication across stakeholder groups. 	Priority 4
2.4 Encourage voting in Council elections to ensure access and inclusion are represented.	2.4.1 Liaise with advocacy and disability groups to encourage participation. 2.4.2 Ensure all abilities are able to vote.	Medium	Community Connections	<ul style="list-style-type: none"> • All abilities given every opportunity to vote. 	Priority 4
2.5 Encourage community leadership.	2.5.1 Promote the community grants program to disability groups and organisations.	Short	Community Connections	<ul style="list-style-type: none"> • Community leadership increased through community grants program. 	Priority 5
2.6 Develop links between the DAIP and organisational policies, plans, strategies and processes to embed inclusive practices across the organisation.	2.6.1 As city policies, protocols and procedures are created or reviewed ensure there are links made with the DAIP where relevant.	Medium	Community Connections	<ul style="list-style-type: none"> • Everyday practice established to ensure DAIP outcomes addressed and included. 	Priority 6

3. Accessible Communities

The accessibility of the built environment, quality services and information is key to ensuring people living with disability are included and have the opportunity to equally participate in all aspects of community life. It is our aim to increase accessibility to public and community infrastructure, transport, services, information, sport and recreation and the greater community.

Universal design is the design concept that considers people of all ages, abilities and situation. Universal design allows everyone to the greatest extent possible, to use programs, services and facilities. This includes access to the physical environment including public buildings, parks and streetscapes. It also relates to the provision of transport, information and communication systems and products

- Priority 7** Universal Design across South Australia
- Priority 8** Accessible and available information
- Priority 9** Access to services

and services. It is often cheaper and more effective to incorporate universal design features in the planning stages rather than trying to adapt or retrofitting existing structures and programs later.

Universal design is paramount in providing an accessible and inclusive environment within the City of Burnside.

Objective	Action	Time-frame	Responsibility	Expected Outcome	State Plan Priority #
3.1 Communication and information systems available through accessible technologies and alternative formats.	3.1.1 Ensure Council information is available through alternative formats, including websites, accessibility (Easy Read, Auslan, pictorial forms etc).	Medium	Community Connections, Community Engagement, Customer Experience	<ul style="list-style-type: none"> • Decrease in complaints regarding limited access to information. 	Priority 8
3.2 Ensuring civic life is accessible to all.	3.2.1 Promote existing accessible sensory experience opportunities in Council parks and facilities.	Short	Assets and Infrastructure Department, Community Engagement	<ul style="list-style-type: none"> • Accessible opportunities listed on website. • New recreational space upgrades cater to all abilities where possible. 	Priority 9
	3.2.2 Consider all abilities equipment as part of Council’s recreation space upgrades.	Short			
3.3 Ensure continuous improvement of access to council buildings and infrastructure.	3.3.1 Undertake an audit of Council facilities and premises to identify modifications required.	Medium	Assets and Infrastructure, Community Connections	<ul style="list-style-type: none"> • Facility audit completed. • Identified modifications prioritised. • Framework established. 	Priority 9
	3.3.2 Review access requirements as routine part of planning process.	Medium			
	3.3.3 Establish framework to receive feedback from the community about issues and advocate for improvements to infrastructure.	Medium			
3.4 Incorporate Universal Design principles to Council facilities and assets.	3.4.1 Incorporate Universal design principles when planning new and redeveloped Council facilities and assets.	Short	Assets and Infrastructure, Community Connections	<ul style="list-style-type: none"> • As much as practicable, ensure all new and redeveloped Council infrastructure is accessible for people with a disability. • Access is considered and addressed early in the planning and design. 	Priority 7
3.5 Promote community input into Council decision making processes.	3.5.1 Strengthen relationships with key support organisations to increase understanding of how to participate in Council decision making processes.	Short	Community Connections	<ul style="list-style-type: none"> • Increased participation and responses. 	Priority 8

4. Learning and Employment

Workforce participation is fundamental to social inclusion. It provides economic independence and choice, social connections and friendships, value, identity and belonging. It is our aim that people living with disability have access to inclusive places of study and that education and training provides pathways to meaningful and inclusive employment and volunteering opportunities.

- Priority 10** Better supports within educational and training settings
- Priority 11** Skill development through volunteering and support in navigating the pathway between learning and earning
- Priority 12** Improved access to employment opportunities and better support within workplaces

Objective	Action	Time-frame	Responsibility	Expected Outcome	State Plan Priority #
4.1 Support employment and training opportunities across Council for people with disability.	4.1.1 Review human resource protocols and address barriers or gaps. 4.1.2 Provide work experience opportunities for students with disability to promote career opportunities in Local Government.	Medium Medium	People and Innovation	<ul style="list-style-type: none"> • Induction program reviewed and implemented as needed. • Data on disability awareness training sessions held, and the proportion of staff who have attended. 	Priority 12
4.2 Promote understanding of the needs and capacities of people with disability by Council staff through training and induction.	4.2.1 Review induction and training programs including disability awareness training opportunities. 4.2.2 Investigate options for providing online multimedia training in access and disability inclusion.	Short Medium	People and Innovation	<ul style="list-style-type: none"> • Induction program reviewed and implemented as needed. • Data on disability awareness training sessions held, and the proportion of staff who have attended. • Employees equipped with greater understanding, empathy and knowledge around disability. 	Priority 10
4.3 Advocate employment and work experience opportunities for people living with disability, particularly youth.	4.3.1 Work with local businesses to promote the benefits and requirements of employing a person with disability. 4.3.2 Advocate local employment opportunities to be developed particularly for youth.	Medium Medium	Community Connections, People and Innovation	<ul style="list-style-type: none"> • Measures taken to engage people employed or undertook work experience. 	Priority 10
4.4 Ensure staff with disability feel supported and empowered.	4.4.1 Ensuring accessible workplaces, timely modifications and flexible job design.	Short	People and Innovation	<ul style="list-style-type: none"> • Feedback from staff regarding their experiences. 	Priority 12
4.5 Advocate volunteering opportunities.	4.5.1 Ensure volunteering roles are accessible and flexible for people living with disability. 4.5.2 Promote volunteering to youth to create social connections and friendships.	Short	Community Connections	<ul style="list-style-type: none"> • Increase in youth volunteers. • Increase in volunteers with disability. 	Priority 11
4.6 Improve understanding of community access and inclusion requirements.	4.6.1 Develop a data resource to support decision making around disability access and inclusion.	Short	Community Connections	<ul style="list-style-type: none"> • Establish data resource. 	Priority 12

Implementation, Monitoring and Review

The City of Burnside will oversee the implementation, monitoring and reporting on the actions of the Plan. Implementation of this plan will be a shared responsibility across all departments nominated in the plan, reflecting a whole of Council commitment to improve outcomes for people with disability.

Section 7 of the Act, requires the City of Burnside to report on the operation and the disability access and inclusion plan (including a summary of the extent to which the disability access and inclusion plan has been implemented) by 31 October each year to the Chief Executive Officer. In addition, the Chief Executive on or before 31 December each year, must provide to the Minister of Human Services a report summarising the reports received under subsection (1) in respect of the preceding financial year.

The proposed Disability Advisory Committee will also monitor the implementation of the objectives and actions and contribute to the annual reporting and review. A detailed action summary will be published on the Council website each year, outlining the plans progress. Monitoring and review of the action plan will also include assessing the ongoing relevance of objectives and actions to ensure suitability.

A final review of the plan will be undertaken in 2023, with a view to develop a new plan.

The review of the plan will consider:

- The extent to which actions have been implemented over the period of the plan;
- The extent to which, through the plan and other influencing factors, the inclusion of people with disability in our community has improved; and
- Which objectives have been most successful in influencing improved outcomes for people with disability.

The final review process will also identify emerging issues, trends and opportunities in order to develop a new Plan building on the strengths of the Disability Inclusion and Access Plan.



Challenges

Given the age of Council facilities and the topography of the Burnside Council area, it is acknowledged that providing full access will be an ongoing challenge in the years ahead. Tackling access issues across the City will take considerable planning, coordination and funding in cooperation with all departments. The primary challenges Council face in terms of meeting access objectives include:

- the heritage status of a significant portion of Council's facilities and buildings;
- the terrain, trees and landscape of the Council area; and
- complex and competing priorities.

However, providing equitable access will always be priority for Council.

Feedback

The City of Burnside welcome your feedback on disability access and inclusion. Please feel free to forward any comments or information to:

Email burnside@burnside.sa.gov.au

Office hours Monday to Friday, 8.30 am to 5 pm
(except Public Holidays)

Plan Timeframes

- Short term (to be achieved between 1 - 2 years)
- Medium term (to be achieved within four years)



Appendix 1

Policy Context

Directions for Council are determined by a number of plans, strategies and policies, some of which are outlined below:

- Strategic Community Plan – Be the Future of Burnside 2016 (Strategic Direction 4)
- Connected Communities Strategy 2017-2021
- The City of Burnside Hub Precinct Strategy
- Playground Strategy 2014-2024
- Property Strategy
- Open Space Strategy
- Sport and Recreation Strategy
- Community Access, Inclusion and Participation Policy
- Footpath Policy
- Open Space Policy



Consultation Groups to Contact

Group to consult	Format/Status	Submission or response
Down Syndrome SA	Emailed Survey Link	Survey emailed 29.04.2020 No additional comments
Gopher Club	Emailed Survey Link	Survey emailed 29.04.2020 No additional comments
Trigeminal Neuralgia Support Group	Emailed Survey Link	Survey emailed 29.04.2020 No additional comments
Sara Rothermel Hirer of kitchen in BCC	Emailed Survey Link / Conversations in person	Survey emailed on 29.04.2020. No additional comments.
Xlent Disability Services	Emailed Survey Link	No response
Fit and Fab predominantly older people	Emailed Survey Link / conversations in person	Survey emailed on 29.04.2020 Not enough disabled car parks. A few members of the groups have trouble attending due to parking.
Audio Book (discussion group)	Emailed Survey Link / Conversations in person.	Survey emailed. No responses prior to the survey closure. Very passionate about supporting a reference group of people with disabilities who may be able to support Council.
Aphasia Group (External user group with acquired brain injury)	Emailed Survey Link	Emailed survey.

Royal Society for the Blind	Emailed Survey Link / conversations via phone call.	Spoke to representative noted the biggest barrier is access to information and suggested half of vision impaired people wouldn't be able to read our website. Suggested large font, colour contracts or audio, reference group.
Riding for the disabled	Contacted: No response	No response
MS SA	Emailed Survey Link	Contacted via phone 23/04/2020 Emailed survey 12/05/2020 No response received.
Autism SA	Emailed Survey Link	Contacted via phone 23/04/2020 Emailed survey 12/05/2020, forwarded to leadership team. Representative called and emailed on 24.06.2020 and advised of training programs run by Autism SA and offered to review Council's Draft DAIP
Nextt	Emailed Survey Link	Contacted via phone 24/04/2020 Emailed survey 12/05/2020 No response received.
Highgate Park	Emailed Survey Link	Contacted via phone 24/04/20 Emailed Survey 12/05/20 Forwarded to the DHS Disability Inclusion Team 12/05/20 – no response.
Deaf Can Do	Emailed Survey Link	Contacted via phone 24/4/2020

		Emailed link to survey on 21/05/2020 No response.
SCOSA	Emailed Survey Link	Contacted via phone 24/4/2020 Emailed link to survey on 21/05/2020 No response
Novita	Emailed Survey Link	Contacted via phone 24/4/2020 Emailed link to survey on 21/05/2020 No response
SACID – South Australian Council on Intellectual Disability	Emailed Survey Link	Contacted via phone 24/4/2020 Emailed link to survey on 21/05/2020 No response.
Uniting Communities	Emailed Survey Link	Survey completed. Follow up phone call made & discussed accessible communication strategies
Disability Rights Advocacy	Emailed Survey Link	No response.
Club Slick	Emailed Survey Link	No response.
3R's - Acquired Brain Injury group	Emailed Survey Link	Hard copies disseminated through group No response received.
St Patrick's Special School	Hard copies	Hard copies given to every family by the school. Three responses received via e-mail
Speld SA Inc.	Emailed Survey Link	No response.
Total Support Services	Emailed Survey Link	Forwarded survey link 12.05.2020.

		No further contact
Para Quad SA Home Care Plus	Emailed Survey Link	Forwarded survey link 12.05.2020 No further contact
Inclusive Sport SA	Tagged on Facebook / conversations had via phone.	Offered to help with DAIP and act as a disability advisor. No other response received.
Disability Services Central		Called twice with no response
Orana Australia Down Syndrome SA	Emailed Survey Link	No response received.
Elected Members	Forwarded Survey via InfoDoc	One response received.

DATE Form Completed	FORM of feedback Received	SUMMARY / KEY POINTS	HOW WE RESPONDED	SUGGESTED CHANGE - Objective
14.05.2020	Engage Burnside via website link	More information to be available on website. Easy read documents.	Feedback noted and addressed in DAIP	1.3, 3.1, 3.2
19.05.2020	Engage Burnside via website link	More involvement with Council. More information to be available on website. Disability action groups to represent PWD	Addressed during development of the DAIP	1.3, 3.1, 3.5 2.1, 2.2, 2.3, 2.5
20.05.2020	Engage Burnside via website link	More programs for PWD. More involvement with Council. More information available on website	Addressed during development of the DAIP	3.1, 3.5
20.05.2020	Engage Burnside via website link	Disability action group to represent PWD.	Addressed during development of the DAIP	2.2
21.05.2020	Engage Burnside via website link	More involvement with Council. More programs for youth. Employment and volunteering.	Addressed during development of the DAIP	3.1, 3.5 2.1, 2.2, 2.3, 2.5
22.05.2020	Engage Burnside via website link	Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
29.05.2020	Engage Burnside via website link	Website unsuitable for screenreaders. Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
29.05.2020	Engage Burnside via website link	Culture needs development.	Addressed during development of the DAIP	Priorities 1 - 4
02.06.2020	Engage Burnside via website link	More involvement with Council. Improve accessibility. Disability Action Groups. More information on website.	Addressed during development of the DAIP	1.3, 3.1, 3.5, 3.4, 3.3 2.1, 2.2, 2.3, 2.5
01.06.2020	Engage Burnside via website link	More programs for youth. More information on website.	Addressed during development of the DAIP	3.5, 4.3, 3.1,
12.05.2020	Engage Burnside via website link	More involvement with Council. Employment and volunteering.	Addressed during development of the DAIP	1.3, 3.1, 3.5, 3.4, 3.3 2.1, 2.2, 2.3, 2.5
13.05.2020	Engage Burnside via website link	Increased promotion of disability services. More involvement with Council. Employment and Volunteering.	Addressed during development of the DAIP	1.1, 1.2, 1.3, 1.4, 4.1, 4.2
29.05.2020	Engage Burnside via Hardcopy	More programs for youth. Increased promotion of disability services and events.	Addressed during development of the DAIP	1.1, 1.2, 1.3, 1.4, 1.6
01.06.2020	Engage Burnside via Hardcopy	Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
10.06.2020	Engage Burnside via Hardcopy	Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
23.06.2020	Engage Burnside via Hardcopy	Access car parking. Improve accessibility to Council facilities.	Noted during development of plan or addressed	3.1, 3.2, 3.3, 3.4
23.06.2020	Engage Burnside via Hardcopy	Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
17.06.2020	Engage Burnside via Hardcopy	Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
04.06.2020	Survey Monkey via email link	Enhance opportunities for PWD. Employment and volunteering. Improve accessibility to Council facilities.	Noted during development of plan or addressed	Priority 3, 4.1, 4.3, 4.5
04.06.2020	Survey Monkey via email link	Limited Reponse	Feedback noted	NA
04.06.2020	Survey Monkey via email link	Improve accessibility to Council facilities.	Addressed during development of the DAIP	Priority 3
04.06.2020	Survey Monkey via email link	Training & Disability Group	Addressed during development of the DAIP	2.2
04.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Noted during development of plan or addressed	Priorities 1 - 4
04.06.2020	Survey Monkey via email link	More online services. Increased promotion of disability services. More information on website.	Addressed during development of the DAIP	2.1, 2.3, 2.4, 2.5, 3.1, 3.5,
04.06.2020	Survey Monkey via email link	More involvement with Council. Employment and Volunteering. Easy read docs.	Addressed during development of the DAIP	4.1, 4.3, 4.5, 2.3, 2.4, 2.5, 3.5
04.06.2020	Survey Monkey via email link	Increased promotion of services. Improve accessibility to Council facilities. More programs for PWD.	Addressed during development of the DAIP	2.1, Priority 3, 2.4
04.06.2020	Survey Monkey via email link	More programs for youth. More involvement with Council. Improve accessibility to Council facilities. More information on website.	Addressed during development of the DAIP	1.3, 1.4, 1.6, 2.3, 2.4, 2.5
04.06.2020	Survey Monkey via email link	Improve accessibility to Council facilities. More information on website. Large print documents	Addressed during development of the DAIP	3.1, 3.2, Priority 3, 1.3
04.06.2020	Survey Monkey via email link	More online services. Improve accessibility to Council facilities. Easy read documents.	Addressed during development of the DAIP	3.1, 3.2, 3.3, 3.4, 3.5, 1.3
04.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
04.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
04.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
04.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
04.06.2020	Survey Monkey via email link	More programs for youth. More involvement with Council. Improve accessibility to Council facilities. More information on website.	Addressed during development of the DAIP	1.4, 1.6, 2.3, 2.4, 2.5, 3.2, 3.3, 3.4
05.06.2020	Survey Monkey via email link	More online services. Increased promotion of disability services. More involvement with Council	Addressed during development of the DAIP	2.3, 2.4, 2.5, 3.1, 3.2, 2.2
05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4

05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	More online services. Improve access to Council facilities.	Addressed during development of the DAIP	Priority 3, 3.1, 3.2, 3.3
05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	Employment and volunteering. Increase availability of programs.	Addressed during development of the DAIP	4.1, 4.3, 4.5, 1.3, 1.4, 1.5, 3.1
05.06.2020	Survey Monkey via email link	A number of issues raised	Noted during development of plan or addressed	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	Employment and volunteering. Improve accessibility to Council facilities. More classes at the library.	Addressed during development of the DAIP	4.1, 4.3, 4.5, Priority 3
05.06.2020	Survey Monkey via email link	Incorporate International Day of People with Disability. Employment and volunteering. More information on website.	Addressed during development of the DAIP	3.1, 1.3, 4.1, 4.3, 4.5
05.06.2020	Survey Monkey via email link	Limited response	Feedback noted	NA
05.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
05.06.2020	Survey Monkey via email link	More involvement with Council. Employment and Volunteering.	Addressed during development of the DAIP	4.1, 4.3, 4.5
06.06.2020	Survey Monkey via email link	More involvement with Council. Employment and volunteering. Incorporate International Day of People with Disability. Easr read and large format documents	Addressed during development of the DAIP	1.3, 4.1, 4.3, 4.5
07.06.2020	Survey Monkey via email link	Increase availability of programs. More involvement with Council. Employment and volunteering.	Addressed during development of the DAIP	2.3, 2.4, 2.5, 4.1, 4.3, 4.5
07.06.2020	Survey Monkey via email link	Limited response	Feedback noted	NA
07.06.2020	Survey Monkey via email link	More involvement with Council.	Addressed during development of the DAIP	2.3, 2.4, 2.5
08.06.2020	Survey Monkey via email link	More involvement with Council. Improve accessibility to Council facilities. Home help.	Addressed during development of the DAIP	2.3, 2.4, 2.5, Priority 3
08.06.2020	Survey Monkey via email link	More involvement with Council. Disability Action Group.	Addressed during development of the DAIP	2.3, 2.4, 2.5, 2.2
09.06.2020	Survey Monkey via email link	Improve accessibility to Council facilities. Home help.	Feedback noted and addressed in DAIP	Priority 3, 1.3, Noted
09.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Addressed during development of the DAIP	Priorities 1 - 4
09.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Feedback noted and addressed in DAIP	Priorities 1 - 4
09.06.2020	Survey Monkey via email link	Disability action groups. More information on website. Large print and colour contrast documents.	Feedback noted and addressed in DAIP	2.2, 3.3, 1.3
09.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Feedback noted and addressed in DAIP	Priorities 1 - 4
10.06.2020	Survey Monkey via email link	More programs for youth. Employment and volunteering.	Addressed during development of the DAIP	1.4, 1.6, 4.1, 4.3, 4.5
10.06.2020	Survey Monkey via email link	More programs for youth. Increased promotion of disability advisory services. Increased availability of programs for PWD.	Feedback noted and addressed in DAIP	1.4, 1.6, 2.2
10.06.2020	Survey Monkey via email link	More online services. More programs for youth. Home help. Help with shopping.	Feedback noted and addressed in DAIP	1.4, 1.6, 3.1, 1.3
11.06.2020	Survey Monkey via email link	More programs for youth. More information on website. More involvement with Council.	Addressed during development of the DAIP	2.3, 2.4, 2.5
12.06.2020	Survey Monkey via email link	More programs. More involvement with Council. Employment and volunteering.	Feedback noted and addressed in DAIP	4.1, 4.3, 4.5
15.06.2020	Survey Monkey via email link	More online services. Increased promotion of disability services. More involvement with Council. Employment and volunteering.	Feedback noted and addressed in DAIP	4.1, 4.3, 4.5
17.06.2020	Survey Monkey via email link	More online service. More youth programs. Improve accessibility to Council facilities. More involvement with Council.	Addressed during development of the DAIP	2.3, 2.4, 2.5
23.06.2020	Survey Monkey via email link	Comprehensive list of suggestions	Feedback noted and addressed in DAIP	Priorities 1 - 4

The Disability Inclusion Act 2018 Bulletin

November 2018

Welcome to the inaugural edition of the *Disability Inclusion Act 2018 Bulletin*. You are receiving this Bulletin as your organisation is a 'State authority' within the meaning of the *Disability Inclusion Act 2018* (the Act) and is critical to its successful implementation. The new Act provides the means for South Australia to ensure the rights and inclusion of people with disability in all areas of life.

The Department of Human Services is committed to supporting State authorities to meet their obligations under the Act. We will do this by providing resources, including guidelines and templates to prepare Disability Access and Inclusion Plans (DAIPs), and access to staff with relevant expertise. Whilst we will be engaging with you all in the coming months, this Bulletin provides early information about the implementation of the Act.

About the Disability Inclusion Act 2018

The Act commenced on 1 July 2018 and provides a legal framework to support equal access and participation for people with disability in the community including in recreation, education, health, employment and public transport.

The Act aligns with the [United Nations Convention on the Rights of Persons with Disabilities](#) and with the Australian [National Disability Strategy 2010-2020](#).

Under the Act, the Minister for Human Services is required to create a South Australian State Disability Inclusion Plan (the Plan). Under the Plan, all State authorities need to develop DAIPs. To achieve the Plan, the Department of Human Services will undertake a process of engagement and consultation with State authorities, people with disability, other key stakeholders and the public.

What are State authorities required to do?

In accordance with Part 5 of the Act, State authorities must develop and implement a DAIP to include strategies to support people with disability in accordance with Guidelines that are being developed. Areas to address include, but are not limited to:

- Access to built environs, events and facilities
- Access to information and communication
- Addressing the specific needs of people with disability in its programs and services
- Employment and other provisions as may be required in the guidelines and Regulations.

Transitional Regulations have been developed that set out time frames for State authorities to meet requirements of the Act in the creation of the first Plan, DAIPs and reporting requirements.

The first DAIP is required to be developed by **31 October 2020**.

Please note: a number of State authorities, including local councils, already have DAIPs in place. There is provision in the Act for local councils to jointly prepare a DAIP, with approval from the Minister.

Annual report

Each State authority must on or before **31 October** each year, report to the Chief Executive of the Department of Human Services on the operation of its DAIP and publish the DAIP on a website. The report includes a summary of the extent to which the DAIP has been implemented including any additional initiatives.

The first report is due to the Chief Executive (DHS) on or before **31 October 2021**.

Review

Each State authority must review its DAIP at least once in each **four-year** period.

A report of the review must be submitted by the State authority to the Minister for Human Services, who will table the report in Parliament as soon as is reasonably practicable.

The role of the Chief Executive, Department of Human Services

The Chief Executive will provide the Minister with a summary report on the progress of all DAIPs on or before 31 December in each year. This will form part of the annual report the Chief Executive will provide to the Minister on the operation on the State Disability Inclusion Plan.

The first report is due to the Minister on or before **31 December 2021**.

The timeframes may be varied by the Minister by subsequent notice in the Gazette.

The Minister will provide a copy of the report to both houses of Parliament, within six days of receiving the report.

Next steps

Consultation and engagement is occurring with State authorities in the development of the Plan. Broad consultation to inform the development of the Plan and Guidelines will include people with disability and their families.

Contact

If you have any questions, please contact Disability Talk, Disability Policy and Inclusion, NDIS Reform, Department of Human Services on email: DHSDisabilityTalk@sa.gov.au

Click here to view the [Disability Inclusion Act 2018](#) or type <https://bit.ly/2viMRb5> in the search bar.



Government of South Australia
Department of Human Services



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18TDHS/737.1

Dear Mayor/ Chief Executive

I am delighted to advise you that the *Disability Inclusion Act 2018* (the Act) passed Parliament on 6 June 2018 and commenced on 1 July 2018. This is the first piece of legislation to pass in the Marshall Liberal Government and meets our commitment to introduce the Disability Inclusion Bill to Parliament within the first 100 days.

The Act is designed to ensure South Australians with disability have the opportunity to participate in the community as equal citizens. The Act aligns with the United Nations Convention on the Rights of Persons with Disabilities and the National Disability Strategy, the 10-year national plan for creating an inclusive Australian society.

Under the Act there will be a State Disability Inclusion Plan which will set out across-government policies and priorities. Sitting below this overarching Plan will be Disability Access and Inclusion Plans (DAIPs). Local councils will be required to produce a DAIP to be reported on annually and reviewed every four years.

Local Government is critical to the success of the Act. My department is committed to supporting local councils to develop DAIPs that lead to positive change for people with disability in South Australia, without creating resource intensive and burdensome reporting requirements. To allow sufficient time for local councils to prepare their DAIP, the first DAIP is required to be submitted by 31 October 2020.

A bulletin outlining requirements of the Act and other relevant information to support local councils to develop their DAIP will be disseminated regularly. The inaugural edition of the *Disability Inclusion Act 2018 Bulletin* is attached.

To ensure future communication is directed to the appropriate person within your council, please email their contact details to DHSDisabilityTalk@sa.gov.au. In the interim, if you have any questions please feel free to contact the Disability Policy and Inclusion Unit via this email address.

To view the *Disability Inclusion Act 2018* visit www.legislation.sa.gov.au.

Yours sincerely

Hon Michelle Lensink MLC
MINISTER FOR HUMAN SERVICES
14 / 11 / 2018



Item No: 15
To: Council
Date: 28 July 2020
Submitted by: Mayor Anne Monceaux
Subject: MAYOR'S REPORT
Attachments: Nil

MAYORAL ACTIVITIES | For the period 9 July to 22 July 2020

- Visited Michael Perry Reserve to observe the planting of the memorial tree in honour of former Councillor Graham Bills
- Visited, with the CEO, Burnside Retirement Services Inc. (Pineview Village) as part of a meet and greet for the CEO to the Chair of the Board, Board Members and staff. A tour of the complex was also conducted.
- Joined, with the CEO, via Zoom video conference, a Local Government Association (LGA) SA briefing regarding the Local Government Reform Bill currently before Parliament.
- Chaired the City of Burnside Council Meeting on 14 July.
- Filmed the Mayor's Community Video segment following the Council Meeting.
- Attended, with the CEO and via electronic means, an ePlanning Demonstration and Briefing on Phase 3 'What we Have Heard' Report for the Planning and Design Code session facilitated by the State Planning Commission.
- Observed a meeting of the Heritage Reference Group which was reconvened following the COVID-19 restrictions.
- Chaired a meeting of the CEO Recruitment, Performance Appraisal and Remuneration Review Committee.
- Met with James Stevens MP, Federal Member for Sturt to discuss local issues and constituent matters as part of the cyclic meeting schedule. Also in attendance were the CEO and PEO – topics discussed included updates on key council projects, intersection upgrades, events recommencing and funding opportunities.

The Mayor is seeking to gradually resume engagements in a way that is consistent with the South Australian Roadmap for Easing COVID-19 Restrictions.

MDA Delegate's Report for tabling at council

June 2020



The Murray Darling Association (MDA) is Australia's peak body representing local government across the Murray-Darling Basin. The following delegate's report provides a detailed report for tabling at council, including a summary of MDA Board Meeting 398, MDA reports, CEO's report, region meetings and the latest edition of the Basin Bulletin.

1. MDA Board Meeting 398

The Murray Darling Association held its Ordinary Meeting of the Board Meeting 398 on Monday 18th of May 2020. The minutes are now available [here](#).

Key motions include:

Motion 6.3: That the Board

- a) Note the Lower Lakes Independent Science Review
- b) Provide the [following feedback](#) on the Lower Lakes Independent Science Review for public distribution

J MacAllister / P Miller

Carried

Motion 7.4: That the board approves the delivery of the 2020 National Conference and AGM as a virtual event to be held in the 2nd week in September.

D Thurley / D Patterson

Carried

2. Communication reports

The following reports have been prepared for MDA members, the board and the broader Basin community throughout May.

Date	Report No	Topic	Author	Approved
05/05/2020	200504	Briefing paper: The Lower Lakes Independent Science Review	James Marshall	E. Bradbury
28/05/2020	200525	MDA welcomes Lower Lakes Independent Science Review	Jessica Maher	E. Bradbury
02/06/2020	200302	MDA calls on Basin governments to ensure reliable and transparent systems of compliance to address Floodplain Harvesting	Jessica Maher	E. Bradbury

3. CEO's Report

During the past few months, the MDA's Chief Executive Officer Emma Bradbury has actively engaged with MDA members, stakeholders and key partner organisations to work on the following projects:

- **Local Government Centre of Excellence**
Following the MDA's Strategic Planning Workshop in March 2020, the MDA executive has been in discussion with several organisations for the development of a Murray-Darling Local Government Centre of Excellence, based in Moama. The Centre of Excellence will lead Basin communities in education, science, leadership, policy, agricultural innovation, regional and economic development.
- **MDA Vision 2025**
Following 18 months of extensive consultation, the MDA's Vision 2025 is nearing completion, and is due to be released to the Board and members within the next few months.
- **Basin Communities Leadership Program**
Following the easing of restrictions on COVID-19, the MDA is preparing for its first Basin Communities Leadership Program face-to-face workshop in Mildura on August 27 and 28. Applications are still open, and can be accessed via our website [here](#).

For more information, a comprehensive CEO's report is available [here](#).

4. Region Meetings

Region meetings are an important platform for Basin communities to collaborate and work together within and across their regions. The following region meetings were held throughout the March – April 2020 period:

Region	Meeting Type	Date	Minutes
Region 6	Ordinary Meeting	15 May 2020	Available here
Region 2	Ordinary Meeting	27 May 2020	Available soon
Region 5	Ordinary Meeting	1 June 2020	Available soon
Region 4	Ordinary Meeting	9 June 2020	Available soon
Region 11	AGM & Ordinary Meeting	11 June 2020	Available soon

5. Basin Bulletin Issue 34 – May Newsletter

The MDA publishes the Basin Bulletin newsletter monthly. This month's newsletter (Issue 34) included the following stories:

- Welcoming incoming Region 12 Chair Cr Samantha O'Toole, Balonne Shire council
- MDA's response to the Lower Lakes Independent Science Review
- Welcoming our first BCLP cohort from the Lower Lakes
- Basin News Snapshot – round-up of the latest Basin news

Basin Bulletin Issue 34 can be accessed [here](#).

To receive the next edition of the Basin Bulletin, please register on the MDA website (www.mda.asn.au) or [email](#) MDA Comms and Engagement Officer Jess to request to be added to the distribution list.