

OM162704-10 LAKE COLAC BOWLING CLUB LEASE RENEWAL

AUTHOR:	Jade Thomas	ENDORSED:	Ingrid Bishop
DEPARTMENT:	Infrastructure & Lesiure Services	FILE REF:	CLF11/8

Purpose

The purpose of this report is to seek Council's endorsement to commence with the statutory procedures to renew the Lease Agreement between Council and Colac Bowling Club Incorporated. The property is located at 35 Moore Street, Colac.

Colac Bowling Club Locality Map



Declaration of Interests

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

Background

The Colac Bowling Club is located on Crown Land and is fully described as Crown Allotment 70C and part Crown Allotment 70B Township of Colac. Council is the appointed Committee of Management for this land. The land is zoned as Public Parks and Recreation.

The Colac Bowling Club Inc. has leased, maintained and developed the property for many years. In addition to providing a sporting facility for the community it also offers a function room, kitchen, bowling greens, car parking and other amenities.

The club currently pays an upfront rent of \$14,047 (incl GST) per annum and fully maintains the building and grounds.

A 21 year Lease between the Council and Colac Bowling Club Inc. was entered into on the 1 July 2005. The club expressed a desire to renegotiate the current Lease to provide security for planned investment to improve the facility.

As this facility is located on Crown Land a standard Lease Agreement as issued by the Department of Environment, Land, Water and Planning (DELWP) must be used. Council must also seek Minister's approval prior to entering into a Lease involving Crown Land. This approval was received on 24 June 2015.

A rental valuation of the property was completed on the 18 February 2016.

Council officers and the Colac Bowling Club Inc. have negotiated and agreed on the proposed terms of a new Lease Agreement.

Council Plan / Other Strategies / Policy

<Y:\GOVERNANCE\Council Meetings\CouncilPlan.doc>

Good Governance

Means we care about and are responsive to the community, encourage democratic participation and involve people in decisions that affect them. We strive for excellence in financial management and council services, and always look for better ways to do things.

Our Goal:

Ensure transparency of governance practices, the capability of our organisation and effective resource management.

The terms of this agreement have been prepared in conjunction with the Leasing Policy for Crown Land in Victoria 2010 and Council Property Leasing Policy.

Issues / Options

The terms of the agreement are guided by the Leasing Policy for Crown Land in Victoria 2010. Terms of the proposed Lease are as follows:

Agreement Type	Lease Agreement
Start Date	1 st July 2016
Lease Term	21 Years
Rent	\$15,210 per annum (incl gst)
Option	Nil
Rent Review	On the 3 rd anniversary of the Lease commencement date, then every three years thereafter throughout the term of the Lease.
Utilities	100% Lessee
Maintenance	100% Lessee
Rates & Fees	100% Lessee

The Colac Bowling Club Inc. meets the requirements set out in the Leasing Policy for Crown Land in Victoria 2010 and Council Property Leasing Policy for a maximum term of 21 years. The Club agree to this term.

The rent amount is determined by a commercial rent valuation of the land only. The terms have been negotiated with the Colac Bowling Club Inc. and have been agreed to by both parties.

Proposal

The proposal is to provide public notification of Council's intention to enter into a Lease Agreement with the Colac Bowling Club Inc. to include the terms in the above table.

The establishment of this Lease must follow the statutory procedures required by the provisions of the *Local Government Act 1989* given the terms of the Lease. Council is required to advertise the proposal and consider submissions for a period of six weeks which is consistent with Council's Community Engagement Policy.

Financial and Other Resource Implications

Administrative costs associated with the preparation of the Lease and advertising costs have been absorbed into the relevant operational budget.

Risk Management & Compliance Issues

Risk has been mitigated by terms included in the Lease Agreement where Colac Bowling Club Inc. indemnifies Council against loss. This Lease Agreement has been prepared in accordance with Council's Property Leasing Policy, Leasing Policy for Crown Land in Victoria 2010, *Crown Land (Reserves) Act 1978*. The provisions of the *Local Government Act 1989* will be followed to ensure that Council fulfils its statutory obligations.

Environmental and Climate Change Considerations

No relevant considerations are appropriate at this point in time.

Community Engagement

The community engagement strategy follows the recommendations of the Colac Otway Shire Council Community Engagement Policy of July 2013 which details five levels of engagement – inform, consult, involve, collaborate and empower.

The method selected is to 'consult' and 'inform'. Council officers have engaged in negotiations with the Colac Bowling Club Inc. to reach an agreement with the proposed terms.

Public notice of Council's intention to enter into this Lease Agreement will be advertised in accordance with section 223 of the *Local Government Act 1989* and Council's Community Engagement Policy. The policy allows six weeks for submissions to be lodged. Persons may be heard in support of their submission should they indicate so.

Implementation

Public notification of Council's intention to enter into this Lease Agreement will be advertised immediately upon resolution by Council.

Conclusion

The Colac Bowling Club Inc. provides a range of services to the community including recreation and entertainment. The Club has successfully developed and maintained the facilities with the intention of further improvement to the building in the future and it is recommended that their continued tenure over the site be confirmed by way of a negotiated lease.

The Colac Bowling Club Inc. and DELWP have agreed on the proposed terms outlined in this report.

Attachments

1. Lake Colac Bowling Club Lease Plan 2016
2. 2016250 Colac Bowling Club Inc Lease 2015 (Draft 2)

Recommendation:

That Council:

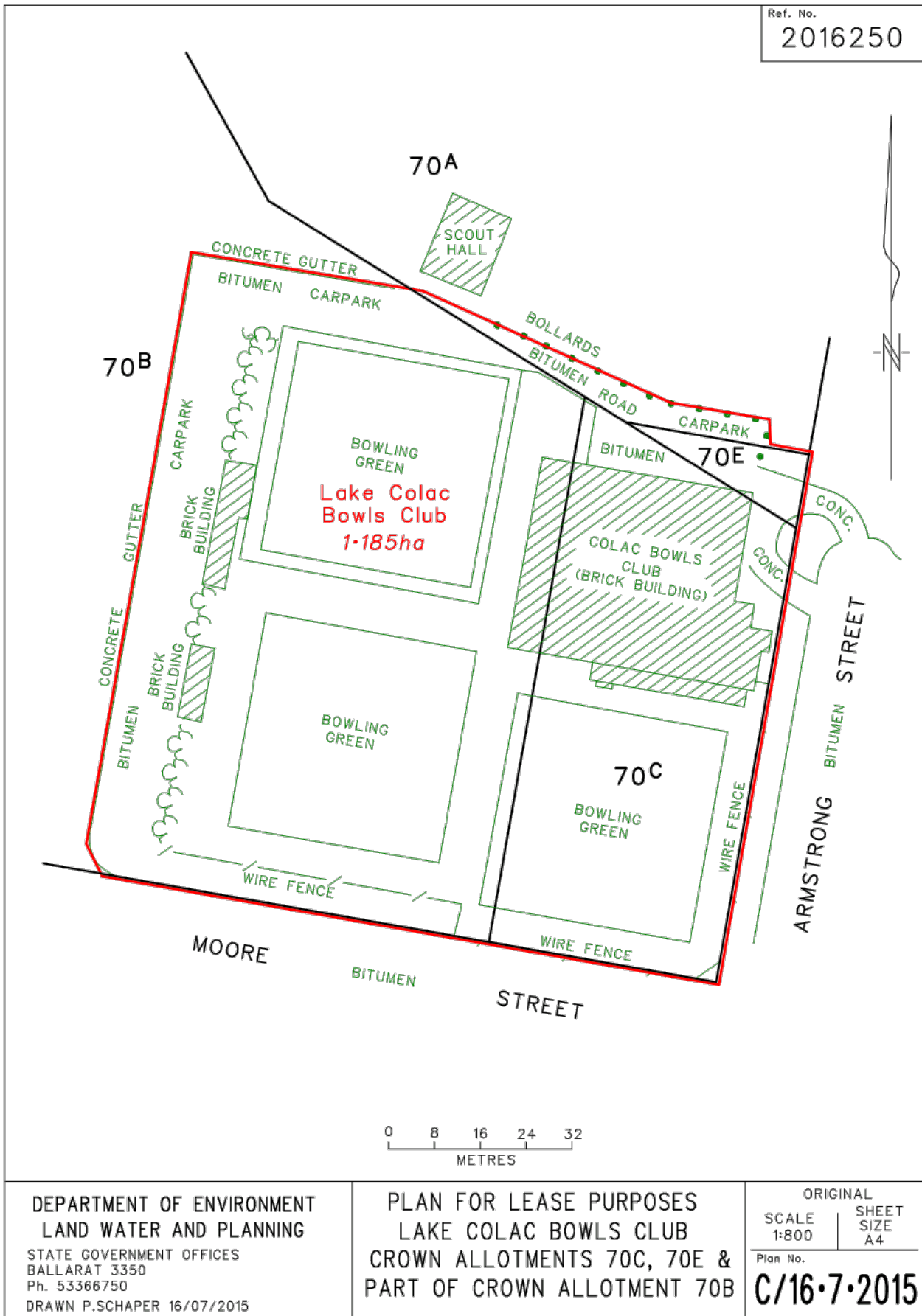
1. ***Commences the statutory procedure under section 190 of the Local Government Act 1989 (the 'Act') by advertising Council's Notice of Intention to enter into a Lease Agreement at 35 Moore Street, Colac to Colac Bowling Incorporated. The following terms and conditions would apply to the Lease Agreement.***

Agreement Type	Lease Agreement
Start Date	1 st July 2016
Lease Term	21 Years
Rent	\$ 15,210 per annum (incl gst)
Option	Nil

Utilities	100% Lessee
Maintenance	100% Lessee
Rates & Fees	100% Lessee

2. ***Gives seven (7) days notice by placing a public notice in the local print media of its intention to consider any submissions received at a Council Meeting on a date to be advised. Formal advice of the time and place of the meeting will be provided to those parties wanting to be heard in support of their submissions.***
3. ***Enters into a Lease Agreement if no submissions are received with the Colac Bowling Club Inc.***
4. ***Authorises the Chief Executive Officer or their delegate, on behalf of Council to affect the Lease Agreement.***

~~~~~





**EXISTING IMPROVEMENTS**

**COLAC OTWAY SHIRE COUNCIL**

**(ABN: 32 430 819 755)**

**AND**

**COLAC BOWLING CLUB INCORPORATED**

**(ABN: 67 925 514 264)**

**Section 17D Crown Land (Reserves) Act 1978  
Lease  
(Non-Retail)**

**DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING**

**DELWP File Ref: 2016250**

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009

CONTENTS

|    |                                                               |    |
|----|---------------------------------------------------------------|----|
| 1  | PART 1 – DEFINITIONS AND INTERPRETATION .....                 | 1  |
|    | 1.1 Definitions.....                                          | 1  |
|    | 1.2 Interpretation .....                                      | 3  |
|    | 1.3 Minister's delegations .....                              | 5  |
| 2  | PART 2 - EXCLUSION OF STATUTORY PROVISIONS.....               | 6  |
|    | 2.1 Moratorium.....                                           | 6  |
|    | 2.2 Exclusion of Statutory Provisions .....                   | 6  |
| 3  | PART 3 - LEASE OF LAND .....                                  | 6  |
|    | 3.1 Lease of Land for Term .....                              | 6  |
|    | 3.2 Landlord's Reservations .....                             | 6  |
|    | 3.3 Other Reservations.....                                   | 6  |
|    | 3.4 Landlord's Exercise of Rights.....                        | 6  |
|    | 3.5 Ownership of Tenant's Improvements .....                  | 7  |
| 4  | PART 4 - RENT.....                                            | 7  |
|    | 4.1 Tenant to pay Rent.....                                   | 7  |
|    | 4.2 Apportionment of Rent .....                               | 7  |
| 5  | PART 5 - RATES AND TAXES AND GST .....                        | 7  |
|    | 5.1 Tenant to pay Rates and Taxes.....                        | 7  |
|    | 5.2 Tenant to Produce Receipts.....                           | 7  |
|    | 5.3 Pro-rata apportionment .....                              | 7  |
|    | 5.4 Goods and Services Tax.....                               | 8  |
| 6  | PART 6 - COST OF SERVICE.....                                 | 8  |
| 7  | PART 7 - COSTS.....                                           | 8  |
| 8  | PART 8 - INTEREST.....                                        | 8  |
|    | 8.1 Payment.....                                              | 8  |
|    | 8.2 Calculation .....                                         | 9  |
|    | 8.3 No Prejudice.....                                         | 9  |
| 9  | PART 9 - USE OF PREMISES .....                                | 9  |
|    | 9.1 Tenant's Permitted Use and negative covenants.....        | 9  |
|    | 9.2 Tenant's positive covenants.....                          | 10 |
|    | 9.3 No warranty as to use.....                                | 11 |
|    | 9.4 To Let Signs and Inspection.....                          | 11 |
|    | 9.5 Cost of alteration .....                                  | 11 |
| 10 | PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS .....         | 11 |
|    | 10.1 Compliance with Laws .....                               | 11 |
|    | 10.2 Landlord may comply with Laws if Tenant defaults.....    | 11 |
| 11 | PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS ..... | 12 |
|    | 11.1 General repairing obligation.....                        | 12 |
|    | 11.2 Landlord's right of inspection.....                      | 12 |
|    | 11.3 Enforcement of repairing obligations .....               | 12 |

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009



(ii)

|       |                                                             |    |
|-------|-------------------------------------------------------------|----|
| 11.4  | Landlord may enter to repair .....                          | 12 |
| 11.5  | Alterations to Premises .....                               | 13 |
| 11.6  | Notice to Landlord of damage, accident etc.....             | 14 |
| 12    | PART 12 - ASSIGNMENT AND SUBLETTING .....                   | 14 |
| 12.1  | No disposal of Tenant's interest.....                       | 14 |
| 12.2  | Deemed assignment on change of shareholding .....           | 14 |
| 12.3  | Acceptance of Rent by Landlord.....                         | 14 |
| 12.4  | S.144 excluded .....                                        | 14 |
| 13    | PART 13 - INSURANCE AND INDEMNITIES .....                   | 15 |
| 13.1  | Insurances to be taken out by Tenant.....                   | 15 |
| 13.2  | Tenant's insurance obligations.....                         | 15 |
| 13.3  | Non-vitiating of policies .....                             | 15 |
| 13.4  | Exclusion of Landlord's liability .....                     | 15 |
| 13.5  | Indemnities .....                                           | 16 |
| 14    | PART 14 - DAMAGE AND DESTRUCTION .....                      | 17 |
| 14.1  | Tenant to reinstate Premises.....                           | 17 |
| 14.2  | Obligation to reinstate is absolute .....                   | 17 |
| 14.3  | Rent and Rates and Taxes .....                              | 17 |
| 15    | PART 15 - LANDLORD'S COVENANT .....                         | 17 |
| 15.1  | Quiet Enjoyment.....                                        | 17 |
| 16    | PART 16 - TERMINATION AND DEFAULT .....                     | 17 |
| 16.1  | Events of Default.....                                      | 17 |
| 16.2  | Forfeiture of Lease .....                                   | 18 |
| 16.3  | Rectification.....                                          | 19 |
| 16.4  | Landlord may rectify .....                                  | 19 |
| 16.5  | Waiver .....                                                | 19 |
| 16.6  | Tender after termination.....                               | 19 |
| 16.7  | Essential terms .....                                       | 19 |
| 16.8  | Damages for Breach .....                                    | 20 |
| 16.9  | Repudiation by Tenant.....                                  | 20 |
| 16.10 | Acts by the Landlord not to constitute forfeiture .....     | 20 |
| 16.11 | Mitigation.....                                             | 20 |
| 17    | PART 17 - DETERMINATION OF TERM .....                       | 21 |
| 17.1  | Tenant to yield up .....                                    | 21 |
| 17.2  | Tenant to continue pay rent etc .....                       | 21 |
| 17.3  | Tenant not to cause damage .....                            | 21 |
| 17.4  | Failure by Tenant to remove the Tenant's Improvements ..... | 21 |
| 17.5  | Tenant to indemnify and pay Landlord's Costs .....          | 22 |
| 17.6  | Condition at Termination .....                              | 22 |
| 17.7  | Earlier breaches .....                                      | 22 |
| 18    | PART 18 - MISCELLANEOUS .....                               | 22 |
| 18.1  | Notices .....                                               | 22 |
| 18.2  | Overholding.....                                            | 23 |
| 18.3  | Set-Off.....                                                | 23 |
| 18.4  | Easements.....                                              | 23 |
| 18.5  | Guarantee .....                                             | 24 |

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009

(iii)

|      |                                                           |    |
|------|-----------------------------------------------------------|----|
| 18.6 | Waiver.....                                               | 24 |
| 19   | PART 19 – FURTHER TERM.....                               | 24 |
| 19.1 | Option for new lease.....                                 | 24 |
| 19.2 | Terms of new lease.....                                   | 24 |
| 19.3 | Execution of extension of lease.....                      | 25 |
| 19.4 | Guarantor to execute extension of lease or guarantee..... | 25 |
| 20   | PART 20 – BANK GUARANTEE.....                             | 25 |
| 20.1 | Tenant to provide Bank Guarantee.....                     | 25 |
| 20.2 | Return of Bank Guarantee.....                             | 26 |
| 20.3 | Assignment or sale does not affect guarantee.....         | 26 |

SCHEDULE 1 - LEASE PARTICULARS

SCHEDULE 2 - RENT REVIEW

SCHEDULE 3 - FURTHER OBLIGATIONS

APPENDIX ONE (PLAN OF LAND)

DRAFT

THIS LEASE is made on \_\_\_\_\_ and commences on the date in Item 4 of schedule 1

BETWEEN THE LANDLORD whose name appears in Item 1 (Landlord)

AND THE TENANT whose name appears in Item 2 (Tenant)

#### RECITALS

- A The Land is reserved pursuant to Section 4 of the Act for the purpose set out in Item 13.
- B The Minister has appointed the Landlord as the Committee of Management of the Land and has power to enter into this Lease pursuant to Section 17D of the Act subject to the approval in writing of the Minister.
- C The Landlord has agreed to lease the Land to the Tenant pursuant to Section 17D of the Act subject to the conditions, covenants, reservations, restrictions and exceptions and at the Rent set out in this Lease.

#### OPERATIVE PROVISIONS

### 1 PART 1 – DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this document:

**Act** means the *Crown Land (Reserves) Act 1978*

**Authority** includes a government, local government, statutory public authority, Person, authority, instrumentality or body having jurisdiction over the Land, the premises or any part of it or any thing in relation to it;

**Bank Guarantee** means an unconditional irrevocable undertaking in a form acceptable to the Landlord given by a bank authorised under the provisions of the *Banking Act 1959* (Cth.) or an act of the Parliament of Victoria;

**Business Day** means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

**Claim** includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

**Clause** means a clause of this Lease; ("sub-clause" has a similar meaning); a reference to a Clause followed by a number refers to the relevant Clause in this Lease;

**Commencement Date** means the date set out in Item 4;

**Cost** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;

**Crown** means the Crown in right of the State of Victoria;

**Default Rate** means the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*; if that rate ceases to be published then it means any rate substituted in its place;

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009

**Further Obligations** means any obligations set out in Schedule 3;

**Further Term** means the further term or terms set out in Item 8;

**GST** means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

**GST Act** means *A New System (Goods and Services Tax) Act 1999*;

**Guaranteed Sum** means the amount set out in Item 9;

**Hazardous Materials** includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

**Insured Sum** means the amount set out in Item 12;

**Her Majesty** means Her Majesty Queen Elizabeth II and her heirs and successors;

**Item** means the relevant item in Schedule 1 to this Lease;

**Land** means the land described in Item 3 to a depth of 15 metres below the surface and all rights, easements and appurtenances usually and normally enjoyed with that land and all improvements, fixtures, fittings, plant, equipment and chattels listed in Item 15 of Schedule 1 together with any other improvements, fixtures, fittings, plant, equipment and chattels on it at the Commencement Date;

**Landlord** means the person named in this Lease as the Landlord, or if the Landlord is a company, the person named in this Lease as the person being entitled to the lease reversion when the Lease ends;

**Landlord's Agents** means the employees, contractors, agents and any other Person appointed from time to time by the Landlord as agent of the Landlord;

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

**Minister** means the Minister having responsibility for the administration of the Act or such other Minister of the Crown or Authority to whom responsibility for this Lease may at any time be given;

**Minister's Agents and Officers** includes any person, committee or delegate (including any statutory authority or statutory body corporate or committee for the time being responsible for the administration, care and management of the Land) from time to time responsible for carrying out functions, including the functions of the Minister, under this Lease;

**Name and Notice Address** means the name and address in Item 11 as it may be changed from time to time;

**Notice** means any notice or other written communication;

**Party** means a party to this Lease and includes any Guarantor;

**Permitted Use** means the permitted use of the Land set out in Item 7;

**Person** includes any corporation and vice versa;

**Premises** means the Land and the Tenant's Improvements;

**Proposed Work** means the construction, alteration, addition, renovation, refurbishment, demolition, removal of or to any improvement on the Land;

**Rates and Taxes** means all existing and future rates (including any special rates or levies) taxes (including land tax on a single holding basis), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or the Landlord or the Tenant or payable by the owner or occupier of the Land;

**Rent** means the annual Rent set out in Item 6;

**Requirement** includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Tenant then the Tenant must be given a copy;

**Review Date** means at the date or dates set out in Item 10.

**Services** means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage;

**Supplier** means the supplier of any good, service or thing under this Lease.

**Tenant** means the Tenant named in this Lease and includes in the case of a

- (a) corporation the Tenant, its successors and permitted assigns;
- (b) natural Person the Tenant, his executors, administrators and permitted assigns;

**Tenant's Employees** means each of the Tenant's employees, agents, contractors, invitees or others (whether with or without invitation), sublessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

**Tenant's Improvements** means those items listed in Item 16 of Schedule 1 and all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed by the Tenant in or on the Land;

**Term** means the term of this Lease set out in Item 5 commencing from and including the Commencement Date; and

**this Lease** or "the Lease" means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it.

## 1.2 Interpretation

- (a) The singular includes the plural and vice versa;

- (b) A gender includes all genders;
- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally;
- (d) Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenant's Employees;
- (e) A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it;
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired;
- (g) Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation;
- (h) A reference to the Land, Premises or any thing includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
  - (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Landlord and the Tenant and all previous negotiations and agreements are negated;
  - (ii) no further terms are implied or arise between the Landlord and the Tenant by way of collateral or other agreement made by or on behalf of the Landlord or by or on behalf of the Tenant on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
  - (iii) no information, representation or warranty by the Landlord or the Landlord's agents was supplied or made with the intention or knowledge that it would be relied on by the Tenant in entering into this Lease; and
  - (iv) no information, representation or warranty has been relied on by the Tenant in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease;
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist;

- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President;
- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001*, unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001*;
- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction;
- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day;
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed;
- (r) Where a word or phrase is defined, its grammatical forms have a corresponding meaning; and
- (s) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

### 1.3 Minister's delegations

- (a) Wherever this Lease refers to an action, consent, approval or other thing to be done by, or matter to be considered by the Minister, the reference to the Minister shall be deemed to include a reference to the Minister's Agents and Officers.
- (b) The Minister may appoint any person as the Minister's delegate to exercise all powers conferred by this Lease on the Minister expressly, including without limitation, the power to give any consent or approval pursuant to this Lease.
- (c) The Minister may change the appointment at any time.

**2 PART 2 - EXCLUSION OF STATUTORY PROVISIONS**

**2.1 Moratorium**

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

**2.2 Exclusion of Statutory Provisions**

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* are expressly negated.

**3 PART 3 - LEASE OF LAND**

**3.1 Lease of Land for Term**

The Landlord leases the Land to the Tenant for the Term.

**3.2 Landlord's Reservations**

The Landlord reserves the right for the Landlord and the Landlord's Agents to:

- (a) carry out any works that may be required to comply with any applicable Law or Requirement; and
- (b) create any registered or unregistered leasehold interest in the Land as long as it does not adversely affect the Tenant's rights under this Lease;
- (c) enter the Land on the Premises for the purposes set out in this Clause.

**3.3 Other Reservations**

This Lease is granted subject to the following reservations:

- (a) the reservation to the Crown of all gold and minerals within the meaning of the *Mineral Resources Development Act 1990* and petroleum within the meaning of the *Petroleum Act 1958*, all of which are described as the "reserved minerals";
- (b) the reservation to the Crown of the rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the Land;
- (c) the reservation to the Crown of the rights of access for any pipeline works and other purposes necessary for obtaining and conveying on and from the Land any of the reserved minerals obtained in any part of the Land; and
- (d) the right to resume the Land for mining purposes under Section 205 of the *Land Act 1958*.

**3.4 Landlord's Exercise of Rights**

Except in an emergency, the Landlord must give the Tenant reasonable notice of the Landlord's intended exercise of the rights set out in this Clause. The Landlord must only



exercise the rights at reasonable times and must minimise interference to the Tenant when doing so.

### 3.5 Ownership of Tenant's Improvements

The Tenant owns all of the Tenant's Improvements unless the Act requires any buildings and structures erected on the Land by the Tenant to be and to remain the property of the Landlord.

## 4 PART 4 - RENT

### 4.1 Tenant to pay Rent

The Tenant covenants to pay the Rent:

- (a) at the times and in the manner set out in Item 6 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off;
- (c) to the Landlord at the address set out in Item 14 or to any other address or in any other way the Landlord directs the Tenant by Notice.

### 4.2 Apportionment of Rent

If the Commencement Date is not the first day of a rent period, the first and last instalments of Rent will be apportioned on a pro-rata daily basis for the periods from:

- (a) the Commencement Date to the first day of the next rent period;
- (b) the last day of the last rent period of the Term until the date on which the Term expires.

## 5 PART 5 - RATES AND TAXES AND

### 5.1 Tenant to pay Rates and Taxes

The Tenant must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Tenant or the Land; but otherwise
- (b) to the Landlord by the date which is 10 Business Days before the due date for payment if the Landlord must pay the Rates and Taxes and has given the Tenant a copy of the notice at least 10 Business Days before then.

### 5.2 Tenant to Produce Receipts

The Tenant must produce receipts to the Landlord evidencing payment of the Rates and Taxes by the due date for payment if the Tenant is required to pay them to the assessing Authority.

### 5.3 Pro-rata apportionment

If necessary, the Rates and Taxes will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

**5.4 Goods and Services Tax**

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
- (b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
- (c) A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

**6 PART 6 - COST OF SERVICES**

The Tenant must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- (a) by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise
- (b) by reimbursing the Landlord by the date which is 5 Business Days before the due date for payment if the Landlord has given a copy of the Notice to the Tenant at least 10 Business Days before then.

**7 PART 7 - COSTS**

The Tenant must pay to the Landlord all the Landlord's reasonable legal and other Costs including the costs of valuers, quantity surveyors and other consultants engaged by the Landlord of and incidental to:

- (a) the negotiation, preparation and execution of this Lease;
- (b) any consent required under this Lease;
- (c) any assignment or subletting for which the Landlord's consent is required by this Lease;
- (d) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time;
- (e) any default by the Tenant or the Tenant's Employees in observing or performing any covenants contained or implied in this Lease.

**8 PART 8 - INTEREST**

**8.1 Payment**

The Tenant must pay on demand interest at the Default Rate on any Rent or other moneys which the Tenant has not paid within 30 days of the due date for payment.

## 8.2 Calculation

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

## 8.3 No Prejudice

If the Landlord requires a Tenant to pay interest, it is without prejudice to any other rights, powers and remedies which the Landlord may have under this Lease or at law.

## 9 PART 9 - USE OF PREMISES

### 9.1 Tenant's Permitted Use and negative covenants

The Tenant must not:

- (a) use the Premises for any purpose other than the Permitted Use;
- (b) do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause nuisance, damage, disturbance or danger to the Landlord or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (d) use any television or radio microphone or antenna or any other communication device on any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (e) write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- (f) overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Landlord to cause damage to any part of the Premises or the Services;
- (g) except to the extent that they are necessary for the Permitted Use and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- (i) use the Premises as a residence unless it is a Permitted Use;
- (j) use the Premises for an illegal purpose;

- (k) burn any rubbish or waste on the Premises other than the burning of vegetation in accordance with all necessary permits.

## 9.2 Tenant's positive covenants

The Tenant at its Cost must:

- (a) at all times carry out the Permitted Use in a business like and reputable manner;
- (b) keep the Premises clean and not permit any accumulation of useless property or rubbish in them;
- (c) keep the Premises free of pests, insects and vermin;
- (d) provide the Landlord (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- (e) comply with the Landlord's reasonable operational requirements for the Services and not interfere with the Services;
- (f) on vacating the Premises, remove all lettering, signs, flagpoles, flags, and other distinctive marks from the Premises and make good any damage caused by the removal;
- (g) obtain, maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Tenant must not act or omit to act in a way which causes any consent or approval to lapse or be revoked;
- (h) maintain a documented risk management, identification and treatment program for the Premises and the Services;
- (i) arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- (j) the Tenant must if a notifiable infectious illness occurs in the Premises promptly give Notice to the Landlord and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and all relevant Authorities;
- (k) undertake all fire protection works on the Land required by Law to the satisfaction of the Landlord and all relevant Authorities;
- (l) permit the Landlord or the Landlord's servants or agents with or without vehicles and equipment, workmen or others at all times to enter the Land for fire protection and suppression purposes;
- (m) comply with the further obligations, if any, set out in Schedule 3.

**9.3 No warranty as to use**

- (a) The Landlord gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.
- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

**9.4 To Let Signs and Inspection**

The Landlord may after giving reasonable notice and at reasonable times:

- (a) place advertisements and signs on those parts of Land and Premises as are reasonable having regard to the interests of the Landlord and the Tenant where the Premises are available for lease if the Tenant does not exercise any option to renew this Lease for a Further Term;
- (b) by appointment with the Tenant, show prospective tenants through the Land and the Premises.

The Landlord in exercising rights under this Clause must endeavour to minimise any inconvenience to the Tenant.

**9.5 Cost of alteration**

Pay to the Landlord on demand the Cost reasonably incurred by the Landlord of any alteration to any Services, sprinkler or fire prevention equipment and installations (including signs) which become necessary because of the requirements of the Tenant or of the Tenant's Employees with any Requirements, including those of any Tenant's insurer of the Premises or any tenant's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

**10 PART 10 COMPLIANCE WITH LAWS AND REQUIREMENTS**

**10.1 Compliance with Laws**

- (a) The Tenant at its Cost must comply with and observe all Laws and Requirements relating to the Land, the Premises, the Services and the Permitted Use. If the Tenant receives any Notice from an Authority, the Tenant must immediately provide a complete copy of it to the Landlord;
- (b) Before complying with any Law or Requirement, the Tenant must:
  - (i) obtain the written consent of the Landlord which is not to be unreasonably withheld and;
  - (ii) observe the provisions of this Lease.

**10.2 Landlord may comply with Laws if Tenant defaults**

If the Tenant fails to do so, the Landlord may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Landlord does this:

- (a) any Costs incurred by the Landlord must be paid or reimbursed to the Landlord by the Tenant;
- (b) it is without prejudice to any of the Landlord's other rights in respect of non-compliance by the Tenant with its obligations under this Lease.

## **11 PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS**

### **11.1 General repairing obligation**

- (a) The Tenant at its Cost during the Term and any extension or holding over must keep the Premises and the Services in good repair and condition and clean and tidy. For the avoidance of any doubt, the Tenant acknowledges that the Landlord will have no responsibility for any repairs or maintenance to the Premises and the Services;
- (b) Before carrying out any repairs or maintenance to the Premises, the Tenant must obtain the written approval of the Landlord and all relevant Authorities but the Tenant will not be required to obtain written or any form of approval from the Landlord for maintenance of a non-structural nature.

### **11.2 Landlord's right of inspection**

The Landlord or the Landlord's Agents may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) in the presence of the Authorised Officer of the Tenant if required by the Tenant;
- (b) at a reasonable time giving to the Tenant reasonable notice (except in the case of emergency when no notice is required).

### **11.3 Enforcement of repairing obligations**

The Landlord may serve on the Tenant a Notice:

- (a) specifying any failure by the Tenant to carry out any repair, replacement or cleaning of the Premises or the Services which the Tenant is required to do under this Lease; and/or
- (b) require the Tenant to carry out the repair, replacement or cleaning within a reasonable time. If the Tenant does not comply with the Notice, the Landlord may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Tenant when demanded by the Landlord.

### **11.4 Landlord may enter to repair**

The Landlord, the Landlord's Agents and others authorised by the Landlord may at all reasonable times after giving the Tenant reasonable notice (except in the case of emergency when no notice is required) enter the Land and the Premises to carry out any works and repairs in the circumstances set out below. In doing so, the Landlord must endeavour not to cause undue inconvenience to the Tenant.

- (a) The circumstances for entry are:

- (i) to carry out any repairs on or to the Premises or the Services, which the Landlord considers necessary or desirable or which relate to anything which the Landlord is obliged or entitled to do under this Lease;
- (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Landlord is either required or in the Landlord's discretion elects to do and for which the Tenant is not liable under this Lease; and/or
- (iii) if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

#### 11.5 Alterations to Premises

- (a) The Tenant must not and must not permit any other person to carry out any Proposed Work without the Landlord's and the Minister's prior written consent which must not be unreasonably withheld or delayed;
- (b) In seeking the Landlord's and the Minister's consent the Tenant must submit plans and specifications of the Proposed Work for the approval of the Landlord together with a list of the Persons (if any) from or to whom the Tenant proposes to call a tender or award a contract for the Proposed Work;
- (c) the Landlord and the Minister may give consent subject to the Tenant satisfying the following requirements:

- (i) any proposed Work must be supervised by a Person approved by the Landlord;
- (ii) any proposed Work must be executed promptly and continuously in a proper and workmanlike manner using the materials and by contractors or tradesmen approved by the Landlord, in accordance with all Laws and Requirements;
- (iii) the Tenant must pay on demand all Costs incurred by the Landlord and the Minister in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Landlord;
- (iv) the Tenant must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Landlord produce for inspection by the Landlord copies of all such approvals and permits;
- (v) on completion of the Proposed Work the Tenant must immediately obtain and produce to the Landlord, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Landlord that the

Proposed Work has been carried out in accordance with the plans and specifications approved by the Landlord.

**11.6 Notice to Landlord of damage, accident etc**

The Tenant must immediately give Notice to the Landlord of any:

- (a) damage however caused, accident to or defects in the Premises or the Services;
- (b) circumstances likely to cause any damage or injury occurring within the Premises of which the Tenant has actual or constructive notice;
- (c) any fault in the Services; or
- (d) Notice from any Authority.

**12 PART 12 - ASSIGNMENT AND SUBLETTING**

**12.1 No disposal of Tenant's interest**

The Tenant must not without the prior written consent of the Landlord and the Minister:

- (a) assign, transfer, sub-let, grant any licence, mortgage, encumber, charge or part with or share the possession of or otherwise deal with or dispose of the Tenant's estate or interest in the Land or any part of the Land or the Premises;
- (b) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

**12.2 Deemed assignment on change of shareholding**

There is a deemed assignment under this Clause if the Tenant is a Corporation (other than an incorporated association) and there is a change in any of the following which results in a change in the effective control of the Tenant:

- (a) the membership of the Corporation or any holding Company of the Corporation;
- (b) the beneficial ownership of any shares in the capital of the Corporation or any holding Company of the Corporation; or
- (c) the beneficial ownership of the business or assets in the Corporation or part of it.

If any of these events occur then the Tenant must obtain the Landlord's written consent under this Clause. This does not apply in relation to the sale of shares in the Tenant or the Tenant's holding company that is listed on a recognised stock exchange.

**12.3 Acceptance of Rent by Landlord**

The acceptance by the Landlord of any Rent or other payment from any Person other than the Tenant does not constitute an acknowledgment by the Landlord that it recognises that person as the Authorised assignee or sub tenant.

**12.4 S.144 excluded**

Section 144 of the *Property Law Act 1958* does not apply to this Lease.

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009



**13 PART 13 - INSURANCE AND INDEMNITIES**

**13.1 Insurances to be taken out by Tenant**

The Tenant must effect and maintain at the Tenant's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Tenant's liability under Clause 13.5. The policy must:
  - (i) be for an amount of not less than the Insured Sum or such higher amount as the Landlord may reasonably require in respect of any single occurrence; and
  - (ii) be on terms that the insurer waives all rights of subrogation against the Landlord;
- (b) insurance for the Premises and all Tenant's property for their full replacement value; and
- (c) any other insurance reasonably required by the Landlord.

**13.2 Tenant's insurance obligations**

The Tenant must:

- (a) ensure that all policies of insurance effected by the Tenant pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Landlord.
- (b) by 30 July of each year of the Term, produce to the Landlord a certificate of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

**13.3 Non-vitiating of policies**

The Tenant must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any Tenant's insurances or any condition of any insurance taken out by the Landlord of which the Tenant has been made aware in respect of the Premises or any property in or on it.

**13.4 Exclusion of Landlord's liability**

- (a) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant acknowledges that all property which may be in or on the Premises will be at the sole risk of the Tenant and the Landlord will not be liable for any Claim that the Tenant or the Tenant's Employees or any Person claiming by, through or under the Tenant may incur or make or any which arises from:

16

- (i) any fault in the construction or state of repair of the Premises or any part of it; or
  - (ii) the collapse of the Premises irrespective of the cause; or
  - (iii) any defect in any Services; or
  - (iv) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant agrees that the Landlord will not be responsible for and releases the Landlord, the Crown and the Landlord's Agents from liability in respect of any:
- (i) Claim relating to any property of the Tenant or any other Person in or on the Premises or any part of it however occurring; or
  - (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

### 13.5 Indemnities

In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents and Officers and despite

- (a) any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Tenant in respect of any obligation of the Tenant under this Clause,

the Tenant will indemnify and keep indemnified the Landlord, the Landlord's Agents and the Crown from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

- (i) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Tenant or the Tenant's Employees under this Lease or by the use of the Premises by the Tenant or by the Tenant's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (ii) the negligent or careless use or neglect of the Services and facilities of the Premises by the Tenant or the Tenant's Employees or any other Person claiming through or under the Tenant or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Tenant;

- (iii) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees or other Person claiming through or under the Tenant;
- (iv) failure of the Tenant to give Notice to the Landlord of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Tenant becoming aware of it; and
- (v) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees.

## 14 PART 14 - DAMAGE AND DESTRUCTION

### 14.1 Tenant to reinstate Premises

If the Premises or any part of them are at any time damaged or destroyed by any disabling cause then the Tenant must expeditiously re-instate the Premises and make them fit for the occupation and use by the Tenant as if it was Proposed Work.

### 14.2 Obligation to reinstate is absolute

The Tenant's obligation under Clause 14.1 to reinstate the Premises applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

### 14.3 Rent and Rates and Taxes

The Tenant must continue to pay the Rent and the Rates and Taxes on the Premises are destroyed or damaged.

## 15 PART 15 - LANDLORD'S COVENANTS

### 15.1 Quiet Enjoyment

If the Tenant pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Tenant may occupy and enjoy the Land during the Term without any interruption by the Landlord or by any Person claiming through the Landlord except as provided in this Lease.

## 16 PART 16 - TERMINATION AND DEFAULT

### 16.1 Events of Default

The following are Events of Default:

- (a) if the Rent or any other money payable under this Lease is not paid within 30 days of the due date for payment whether legally demanded or not;
- (b) if the Tenant at any time fails to perform or observe any of its obligations under this Lease;
- (c) if the Tenant or the Guarantor are companies then if either the Tenant or the Guarantor:

- (i) enter into any compromise or arrangement with any of its creditors or if an application is made to any court for an order summoning a meeting of creditors; or
  - (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
  - (iii) is wound up or dissolved or notice is given of intention to propose a resolution for winding up or an order is made or resolution passed or an application is made for winding up or dissolution; or
  - (iv) has a resolution passed by the directors that in their opinion the company can no longer continue its business; or
  - (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
  - (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
  - (vii) has an inspector appointed pursuant to the *Australian Securities and Investments Commission Act 2001*; or
  - (viii) is unable to pay its debts as and when they fall due; or
  - (ix) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
  - (x) has a provisional liquidator or a liquidator or by any means appointed;
- (d) if any execution proceeding to which a writ or order is issued, levied or enforced against the Tenant or the Guarantor or on any of the assets of the Tenant or the Guarantor unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement; and
- (e) if the Tenant or the Guarantor is a natural person and becomes or is made bankrupt or makes any assignment of his estate or any part of it for the benefit of creditors or otherwise seeks relief under or takes advantage of any Law for the time being in force relating to bankruptcy or insolvent debtors or causes or permits his goods to be levied on or under any execution or other legal process.

## 16.2 Forfeiture of Lease

If an Event of Default occurs the Landlord may, without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other Person at any time re-enter into and upon the Land or any part of it in the name of the whole and thereupon this Lease will be absolutely determined.

**16.3 Re-entry**

The right of re-entry for breach of any covenant or condition to which section 146(1) of the *Property Law Act 1958* applies must not be exercised until the expiration of 30 days after the Landlord has served on the Tenant the notice required pursuant to that section.

**16.4 Landlord may rectify**

If the Tenant is in default under this Lease and fails to commence to rectify that default within 7 days of the Landlord notifying the Tenant in writing of that default and requiring its rectification or, having commenced, fails to expeditiously complete that rectification within a reasonable time, the Landlord may, but will not be obliged to, remedy at any time without further notice any default by the Tenant under this Lease. If the Landlord so elects all reasonable Costs incurred by the Landlord (including legal costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Tenant to the Landlord on demand.

**16.5 Waiver**

- (a) The Landlord's failure to take advantage of any default or breach of covenant by the Tenant will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Tenant of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default;
- (b) A waiver by the Landlord of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default;
- (c) The demand by the Landlord for or subsequent acceptance by or on behalf of the Landlord of Rent or any other moneys payable under this Lease will not constitute a waiver of any earlier breach by the Tenant of any covenant or condition of this Lease, other than the failure of the Tenant to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

**16.6 Tender after determination**

If the Landlord accepts money from the Tenant after the Landlord ends this Lease the Landlord may (in the absence of any express election of the Landlord) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Landlord's Costs of re-entry.

**16.7 Essential terms**

The Landlord and the Tenant agree that each of the following covenants by the Tenant are essential terms of this Lease:-

- (a) to pay the Rent;

20

- (b) to keep the Premises open for use;
- (c) to carry on the Permitted Use;
- (d) to comply with Laws and Requirements;
- (e) subject to this Lease, to repair and maintain and, if necessary, reinstate or demolish the Tenant's Improvements;
- (f) not to assign this Lease or sub-let the Land or any part of it;
- (g) to take out and keep current those insurances required to be taken out by the Tenant;
- (h) to pay or reimburse Rates and Taxes.

**16.8 Damages for Breach**

The Tenant covenants to compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages from the Tenant for such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

**16.9 Repudiation by Tenant**

- (a) The Tenant covenants to compensate the Landlord for any loss or damage suffered by reason of the Tenant's conduct (whether acts or omissions):
  - (i) completion of repudiation of this Lease or of the Tenant's obligations under this Lease; or
  - (ii) breach of any Lease covenant.
- (b) The Landlord may recover damages against the Tenant in respect of repudiation or breach of covenant for the loss or damage suffered by the Landlord during the entire term of this Lease.

**16.10 Acts by the Landlord not to constitute forfeiture**

The Landlord's entitlement to recover damages shall not be affected or limited if any of the following events occur:-

- (a) the Tenant abandons or vacates the Land; or
- (b) the Landlord elects to re-enter the Land or to terminate the Lease; or
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

**16.11 Mitigation**

Nothing in this Clause will operate to relieve the Landlord of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Landlord.

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009

**17 PART 17 - DETERMINATION OF TERM**

**17.1 Tenant to yield up**

When this Lease ends the Tenant at its Cost, if required by the Landlord must remove the Tenant's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Landlord. If the Landlord does not require the Tenant to remove the Tenant's Improvements those improvements that have not vested in the Landlord by operation of Law will revert to and become the absolute property of the Crown (except for the Tenant's trade fixtures, fittings and chattels) without any payment or compensation.

**17.2 Tenant to continue pay rent etc**

If the Tenant is required to remove the Tenant's Improvements the Tenant must continue to pay the Rent, the Rates and Taxes and all other money payable under this Lease until it has demolished and removed the Tenant's Improvements.

**17.3 Tenant not to cause damage**

- (a) The Tenant must not cause or contribute to any damage to the Land in the demolition and removal of the Tenant's Improvements.
- (b) If the Tenant causes any such damage in the demolition and removal of the Tenant's Improvements, the Tenant must make good any such damage and must leave the Land in a condition that is acceptable to the Landlord and all Authorities.
- (c) If the Tenant fails to do so within a reasonable time, the Landlord may make good any such damage at the Cost of and be agent for the Tenant and recover from the Tenant the reasonable cost to the Landlord of doing so as a liquidated debt payable on demand.

**17.4 Failure by Tenant to remove the Tenant's Improvements**

If the Tenant fails to remove the Tenant's Improvements in accordance with this Clause or if the Landlord re-enters the Land, the Landlord at the Landlord's option (without prejudice to any action or other remedy which the Landlord has) may:

- (a) demolish and remove the Tenant's Improvements; and
- (b) without being guilty of any manner of trespass, cause any of the Tenant's property to be removed and stored in such manner as is reasonable at the risk and at the Cost of Tenant and/or at the option of the Landlord sell it as the attorney of the Tenant and appropriate the proceeds of sale in payment of any Rent or other money owing by the Tenant to the Landlord and pay any residue without interest to the Tenant; or
- (c) treat the Tenant's property as if the Tenant had abandoned its interest in it and it had become the property of the Landlord, and deal with it in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

**17.5 Tenant to indemnify and pay Landlord's Costs**

The Tenant must:

- (a) indemnify and keep indemnified the Landlord in respect of the reasonable cost of the removal and storage of the Tenant's property, the cost of demolishing and removing the Tenant's Improvements that the Tenant was required to remove and also in respect of all Claims which the Landlord may suffer or incur at the suit of any Person (other than the Tenant) claiming an interest in the Premises or the Tenant's property by reason of the Landlord acting in any manner permitted in this Clause; and
- (b) pay to the Landlord as a liquidated debt payable on demand any reasonable Costs incurred by the Landlord in exercising its rights pursuant to this Clause, including any excess of Costs over moneys received in disposal of the Tenant's property pursuant to the Landlord's rights contained in Clause 17.4 except to the extent caused by any negligent act or omission of the Landlord.

**17.6 Condition at Termination**

At the end of this Lease the Tenant must return the Premises to the Landlord in the condition required by this Lease.

**17.7 Earlier breaches**

The ending of this Lease does not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

**18 PART 18 – MISCELLANEOUS**

**18.1 Notices**

- (a) Any notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Landlord may elect to serve on the Tenant shall be sufficiently served if:
  - (i) served personally
  - (ii) sent by facsimile transmission
  - (iii) forwarded by prepaid security post to the Tenant at its address in this Lease.
- (d) Any Notice required to be served on the Landlord shall be sufficiently served if:



23

- (i) served personally
- (ii) sent by facsimile transmission
- (iii) forwarded by prepaid security post addressed to the Landlord to the Name and Notice Address.

All such Notices must be addressed to the Landlord at that address or at such other address as the Landlord from time to time nominates.

- (e) Any Notice is deemed to have been duly served if given:-
  - (i) by post, two Business Days after the day it was posted;
  - (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00 p.m. at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
  - (iii) personally, on the date of service.

## 18.2 Overholding

If the Tenant continues in occupation of the Land after the Term has expired without objection by the Landlord:

- (a) the Tenant shall be deemed a tenant on the terms of this Lease from month to month for a period not exceeding the period permitted by the Act (if any) at a rent to be agreed or in default of agreement at a rent to be determined by a qualified valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties;
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

## 18.3 Set-Off

If the Tenant defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Landlord or any Authority, the Landlord may set-off that amount against any moneys which may from time to time be payable by the Landlord to the Tenant on any account whatsoever but any set-off will not relieve the Tenant from its default for any non-payment of the Rent, the Rates and Taxes or other moneys under this Lease.

## 18.4 Easements

The Landlord may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Landlord thinks fit for the purpose of:

- (a) public or private access to the Land; or

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009

24

- (b) support structures erected on adjoining land;
- (c) the provision of Services.

The Landlord must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Tenant under this Lease.

#### 18.5 Guarantee

If a Guarantee and Indemnity is annexed to this Lease, the Tenant must on the same date as the execution of this Lease procure its execution by the Guarantors named in it and deliver the executed Guarantee and Indemnity to the Landlord. If that Landlord elects, this Lease will not take effect until the Guarantee and Indemnity has been properly executed by the Guarantors and delivered to the Landlord.

#### 18.6 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

### 19 PART 19 – FURTHER TERM

#### 19.1 Option for new lease

The Landlord must grant the Tenant and the Tenant must take a new lease for the next Further Term if:

- (a) the Tenant gives the Landlord a Renewal Notice not more than six months or less than three months before the Term expires;
- (b) there is no unremedied default for which the Landlord has given the Tenant written notice;
- (c) the Tenant has not persistently defaulted under this Lease throughout its Term and the Landlord has not given the Tenant Notices of the defaults; and
- (d) the Tenant does not default under this Lease after giving the Landlord the renewal Notice.

#### 19.2 Terms of new lease

The new lease will:

- (a) commence on the day after the Term expires;
- (b) be at an initial annual Rent from the commencement of the Further Term determined in the manner set out in this Lease and the Second Schedule; and
- (c) be on the terms and conditions contained in this Lease including any provision for the review of Rent but not including any provision for renewal if there are no Further Terms.

**19.3 Execution of extension of lease**

The Landlord and the Tenant, at the Landlord's option, must execute either a new lease or an extension of lease to be prepared at the direction of the Landlord and at the Tenant's Cost.

**19.4 Guarantor to execute extension of lease or guarantee**

- (a) If the Tenant is a corporation, then the Tenant must procure the Guarantor to execute a guarantee of the Tenant's obligations under the new lease.
- (b) The Landlord does not have to grant the new lease if the Tenant does not procure the Guarantor to execute the guarantee in accordance with the preceding sub-Clause.

**20 PART 20 – BANK GUARANTEE**

**20.1 Tenant to provide Bank Guarantee**

If asked to do so by the Landlord, in order to secure the performance of the obligations of the Tenant under this Lease the Tenant must procure in favour of the Landlord a Bank Guarantee for the Guaranteed Sum. The following provisions apply to the Bank Guarantee:-

- (a) The Bank Guarantee will remain in force until the bank is notified in writing by the Landlord that it is no longer required.
- (b) The Bank Guarantee must be provided to the Landlord and come into effect on the commencement of the Lease.
- (c) If the Tenant is in breach of or fails to perform its obligations under this Lease the Landlord may, without prejudice to all other rights and remedies available to it, draw down the whole or any part of the Bank Guarantee and apply the proceeds drawn down to remedy or assist in remedying and to compensate the Landlord for that default and to assist the Landlord in exercising any or all of the Landlord's rights and remedies under this Lease;
- (d) If the Landlord is entitled to exercise any rights and remedies under this Lease the whole of the Bank Guarantee or such of it remaining may be drawn down and the amount deposited in an interest bearing bank account in the name and under the control of the Landlord and the amount together with interest applied to remedy or assist in remedying the default and to compensate the Landlord for the reasonable loss, cost, expense and damage resultant upon the Tenant's default and the Landlord having to exercise its rights and remedies and to assist in the exercise of any rights and remedies under this Lease;
- (e) The Bank Guarantee must require the bank to pay to the Landlord the Guaranteed Sum or such part of the Guaranteed Sum which has not already been paid to the Landlord without any form of deduction, counterclaim or set off whatsoever on receipt by the bank of a copy of a notice of default certified by or on behalf of the Landlord or its solicitors and without reference or regard to the Tenant or any communication or direction given by the Tenant to the bank to the contrary. The bank must have no responsibility to investigate the entitlement of the Landlord to

terminate or seek specific performance of this Lease or demand the payment of any money under this Lease.

**20.2 Return of Bank Guarantee**

The Landlord must return the Bank Guarantee to the Tenant when this Lease comes to an end and the Tenant has no outstanding obligations under this Lease or liability or potential liability in damages for any breach or non-performance of any obligations under this Lease.

**20.3 Assignment or sale does not affect guarantee**

The Landlord will not be deemed to have waived or relinquished any right under the Bank Guarantee if the Tenant assigns this Lease. If that occurs, the Bank Guarantee will remain in full force and effect as if it had been provided by the assignee and it will be read accordingly. The Landlord may, as a condition of assignment, require the assignee to provide an equivalent replacement Bank Guarantee and if that occurs, the Landlord must return the Bank Guarantee provided by the Tenant assigning this Lease.

DRAFT

27

**EXECUTED** as a deed.

Signed on behalf of the **COLAC OTWAY** )  
**SHIRE COUNCIL** by Sue Wilkinson, )  
Chief Executive Officer, pursuant to the  
instrument of delegation dated ..... in the  
presence of:

.....  
Chief Executive Officer (Signature)

.....  
Witness (Signature)

.....  
Chief Executive Officer (Name)

.....  
Witness (Name)

**THE COMMON SEAL** of **COLAC** )  
**BOWLING CLUB INCORPORATED** )  
was hereunto affixed in the presence of: )

.....  
President (Signature)

.....  
Secretary (Signature)

.....  
President (Name)

.....  
Secretary (Name)

**DRAFT**  
**MINISTERIAL ATTESTATION**

Under Section 17D of the *Crown Land (Reserves) Act 1978* I, Greg Leece, Regional Manager, Land Planning and Approvals, Barwon South West Region, in the Department of Environment, Land, Water and Planning, as delegate of the Minister for Environment, Climate Change and Water hereby:

- Consent to the grant of this lease;
- Approve the covenants, exceptions, reservations and conditions contained therein;
- Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

.....  
**Greg Leece**  
Regional Manager  
Land Planning and Approvals  
DELWP Barwon South West Region

Section 17D Crown Land (Reserves) Act 1978 lease – Existing Improvements Committee (Non Retail) 1 January 2009

**SCHEDULE 1**

- 1 LANDLORD:** Colac Otway Shire Council  
(ABN: 32 430 819 755)
- 2 TENANT:** Colac Bowling Club Incorporated  
(ABN: 67 925 514 264)
- 3 LAND:** All that land containing approximately 1.185 hectares as indicated by red outline on the attached plan in Appendix One forming portion of Western Bay Reserve Colac.
- 4 COMMENCEMENT DATE:** 1 July 2016
- 5 TERM:** 21 years
- 6 RENT:** **\$15,210** per annum incl. GST payable annually in advance when requested  
  
The Rent shall be revised on the Rent Review Dates in accordance with Schedule 2 of this Lease.
- 7 PERMITTED USE:** Bowling Club and associated activities
- 8 FURTHER TERM:** Nil
- 9 GUARANTEED SUM:** Not Applicable
- 10 RENT REVIEW DATE(S):** On the third anniversary of the commencement date and then every three years thereafter throughout the term of the lease.
- 11 NAME AND ADDRESS OF:**  
**Landlord:**  
Colac Otway Shire Council  
PO Box 283  
Colac Victoria 3250  
  
**Tenant:**  
Colac Bowling Club Incorporated  
PO Box 209  
Colac Victoria 3250
- 12 INSURED SUM:** \$20 Million

2

- 13 RESERVATION:** Allotment 70E, Township of Colac, Parish of Colac, being Crown land temporarily reserved for Public Recreation by Order in Council dated 29 July 2003 and Allotment 70C, Township of Colac, Parish of Colac, being Crown land temporarily reserved as a site for Public Recreation by Order in Council dated 25 February 1992 and portion of Allotment 70B, Township of Colac, Parish of Colac, being Crown land temporarily reserved for Public Recreation by Order in Council dated 25 February 1992, and portion of Allotment 70A, Township of Colac, Parish of Colac, being Crown land temporarily reserved for Public Purposes by Order in Council dated 25 September 1902.
- 14 PAYMENT ADDRESS:** Colac Otway Shire Council  
PO Box 283  
Colac Victoria 3250
- 15 LANDLORD'S IMPROVEMENTS:** Nil
- 16 TENANT'S IMPROVEMENTS:** Clubhouse and bowling greens.

DRAFT

**SCHEDULE 2**

**RENT REVIEW**

The Landlord may review the annual rent on each Review Date as follows;

- 1 Not earlier than three months before the Review Date and not later than sixty days after the Review Date the Landlord must give the Tenant notice of the new rental it proposes be paid by the Tenant during that period or part thereof.
- 2 Time shall not be of the essence in respect of the Landlord's rent review notice and any delay by the Landlord in giving notice will not affect the Landlord's rights.
- 3 Within twenty eight days of being notified in writing of the proposed new rent the Tenant may give to the Landlord written notice of objection to the proposed new rent and within a further thirty days from the notice of objection supply the Landlord with a rent valuation from a qualified valuer. If no notice of objection is given or if notice is given and no rent valuation is supplied the new rent will be the new rent as proposed in the Landlord's notice.
- 4 If within thirty days from the lodgment with the Landlord of the Tenant's rent valuation the Landlord and the Tenant are unable to agree on the new rent and a conference of the Landlord's and Tenant's valuers has failed to result in agreement on the rent the new rent shall be determined by a valuer nominated by the President for the time being of the Australian Property Institute (the **nominated valuer**) who in making a determination, must accept representations from either Party received within twenty one days of the appointment.
- 5 The decision of the nominated valuer will be final and binding and the nominated valuer's costs and fees must be paid by the parties equally.
- 6 Until the new rent is agreed or determined the Tenant must pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
- 7 After the new rent is determined the Tenant must pay the difference if any between the amount of the new rent paid since the date fixed for review.

**Method of Determination:**

- 1 In determining a new rent for the Premises the nominated valuer must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Premises having regard to the following matters:
  - (a) act as an expert and not as an arbitrator and his decision will be final and binding on the parties;
  - (b) there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
  - (c) the Landlord and the Tenant are well acquainted with the Premises and aware of any factors which might affect its value.



2

- (d) The length of the Term and the period between rent reviews.
- (e) The terms and obligations of the Lease.
- (f) The Permitted Use.
- (g) The rental of comparable premises
- (h) Rents paid to the Tenant under any sub leases or licences

but must disregard the value of any improvements on the Land regardless of who owns those improvements.

DRAFT



**OM162704-11 DRAFT GELLIBRAND REX NORMAN PARK MASTER PLAN**

|             |                                   |           |               |
|-------------|-----------------------------------|-----------|---------------|
| AUTHOR:     | Nicole Frampton                   | ENDORSED: | Ingrid Bishop |
| DEPARTMENT: | Infrastructure & Leisure Services | FILE REF: | F15/8104      |

**Purpose**

To present the draft Gellibrand Rex Norman Park Master Plan for endorsement by Council in order to commence public exhibition in accordance with Council’s Community Engagement Policy 2013.

**Declaration of Interests**

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

**Background**

The Gellibrand Community Group Inc. was successful in receiving a funding allocation under Council’s 2015/2016 Small Town Improvement Program to develop a master plan for Rex Norman Park in Gellibrand. The funding allocated to the project was divided into two components – develop a master plan for Rex Norman Park and install infrastructure as per the master plan recommendations and allocated budget.

Rex Norman Park is located in the Gellibrand township on Main Road, and is used by locals, events such as the Gellibrand River Blues and Blueberry Festival, visitors, tourists, and people using the Old Beechy Rail Trail.

Rex Norman Park is 0.6ha in size and is classified as a township parkland as per Colac Otway Shire Council’s Public Open Space Strategy. The parkland has the following features:

- Toilets
- BBQ and Shelter
- Playground
- Limited natural shade areas
- Picnic tables and seats
- Lawn area
- Paths
- Building – Gellibrand Neighbourhood House
- Building – Old Beechy Rail Trail “Station”
- Interpretive signage for the history of the Old Beechy Rail Trail which runs adjacent to the park. The former alignment of the Old Beechy Rail line goes through the middle of the park.
- Car parking area

The park is large enough to cater for the community’s needs and is a great space for holding markets and conducting community events.

An area located in Rex Norman Park is also a designated Neighbourhood Safer Place.



The previous master plan for Rex Norman Park was developed in 2005 as part of the Gellibrand River Township Master Plan Report. The reason for developing an updated master plan was to review the previous master plan and provide strategic direction for both Council and the community with an up to date master plan including concept plans for the park that better caters for a range of groups including families and visitors, and users of the Old Beechey Rail Trail.

ROSS Planning were engaged to work with the Gellibrand community to prepare the master plan and concept designs.

### **Council Plan / Other Strategies / Policy**

<Y:\GOVERNANCE\Council Meetings\CouncilPlan.doc>

This project aligns with the Council Plan 2013-17, Pillar 3 “a place to live and grow” and Pillar 4 “advocates for a healthy community and environment”.

This project aligns to Council’s Public Open Space Strategy. Whilst the project is not specifically mentioned in Council’s Active Transport Strategy and Physical Activity Strategy, the master plan is consistent with the recommendations and principles in both strategies for providing end of trip facilities, way-finding and signage, improved environments that support physical activity, walkability, cyclability, universal design, Healthy by Design and urban design principles.

An assessment of the playground located in Rex Norman Park indicates a high priority for replacement based on the current play value (diversity of play, range of ages) and maintenance audits (physical condition) of the current playground equipment.

### **Issues / Options**

When the Gellibrand community came together to develop their application for Council’s 2015-2016 Small Town Improvement Program it became clear that while there were many different priorities and ideas for the town, most were about creating a vibrant public space in Rex Norman Park. The Gellibrand River Township Master Plan Report is over ten years old and whilst some items identified to improve the park had been implemented those that hadn’t needed to be reviewed to ensure that they were needed and still prioritised for the community. The community’s request to develop a master plan for Rex Norman Park would ensure that the community would be involved in shaping how the park would look in the future and that the identified improvements would complement the other elements and create multi-use spaces for the community to utilise.

The purpose of developing a master plan for Rex Norman Park is to determine the best use of the park in accordance with community requirements, expectations and aspirations. The attached draft master plan including concept layout clearly maps out how different community infrastructure could be provided for on the site in a planned and staged approach.

An extensive community engagement process has been undertaken to prepare the draft master plan for the park (see the Community Engagement section of this report). The community has provided input and response on how the park is currently used, what could be changed within the park, what improvements people would like to see, and any other ideas or comments people wanted to provide about the park.

The key improvements for Rex Norman Park identified through the consultation process and reflected in the draft master plan and concept plans include:

1. picnic seating and tables,
2. kids play area (especially more climbing/more adventure/more for older kids),
3. shaded areas,
4. skate facility, and
5. improved barbecue area.

The elements identified in the draft master plan are consistent with Council’s Public Open Space Strategy ‘Standards for Open Space Development’ for a township parkland. The proposed improvements recognise the impacts that the ‘Neighbourhood Safer Place’ designation on a section of the park has on future development within the park space.

### Proposal

It is proposed that Council resolve to publicly exhibit the draft Rex Norman Park Master Plan for a minimum six week period in accordance with the Colac Otway Shire Community Engagement Policy 2013, from Friday 29 April 2016 to Friday 10 June 2016.

### Financial and Other Resource Implications

The draft master plan includes a staged, prioritised and costed action plan for implementation that identifies a partnership approach between Council and the Gellibrand community for delivering the actions.

The estimated total project cost to implement the full plan is approximately \$468,435 (excluding GST). The action plan is separated into three stages with the indicative costings provided for each stage:

| Stage               | Cost             |
|---------------------|------------------|
| 1                   | \$131,500        |
| 2                   | \$141,000        |
| 3                   | \$145,000        |
| Contingencies @ 10% | \$41,750         |
| <b>Sub Total</b>    | <b>\$459,250</b> |
| Escalation @ 2%     | \$9,185          |
| <b>TOTAL</b>        | <b>\$468,435</b> |

The master plan report notes that the cost of implementing the master plan is beyond Council’s and the community’s ability to fund in the short term. The “staged implementation and indicative costing” section of the master plan report provides an initial project breakdown for consideration and discussion, and proposes a staged budgeting approach for implementation. The information provided in this section of the master plan report is designed as a flexible guide, with changes in user priorities or earlier opportunities for funding potentially changing the proposed stages. Prior to implementation some of the master plan elements will require more detailed design and additional community engagement, for example: any proposed playground upgrades.

It is important to note that the draft master plan is a strategic document and implementation of the identified elements will be subject to future budget considerations and the ability to access funding from other levels of government and/or other partners including the Gellibrand community. A number of the infrastructure elements included in the draft master plan and concept plans could be eligible for State Government funding such as the *Community Facility Funding Program* or RDV's *Rural Development Program*.

### **Risk Management & Compliance Issues**

There are no risk management considerations in relation to this report. Risk management considerations will be factored in when implementing certain project elements of the master plan.

### **Environmental and Climate Change Considerations**

There are no environmental considerations relating to this report. Environmental considerations will be factored in when implementing certain project elements of the master plan. Detailed design will be undertaken prior to major elements of the master plan being implemented.

### **Community Engagement**

The community engagement strategy follows the recommendations of the Colac Otway Shire Council Community Engagement Policy of July 2013, which details five levels of engagement – inform, consult, involve, collaborate and empower.

The method selected has been to collaborate with the Gellibrand community in preparing the draft master plan.

The Gellibrand community has been heavily involved in shaping the draft master plan to guide what the park will look like and how the park could be used in the future in accordance with community requirements and expectations.

The community was invited to participate in a number of consultation activities including:

- hard copy survey (distributed by the Gellibrand postal service to every house on the delivery run in the area) – 25 responses received;
- community 'open house' in the park held on Monday 22 February 2016 from 3:30pm to 5:00pm – over 30 people attended this session. Separate discussions with school children at the bus stop as the children got off the bus also occurred;
- the appointed consultants telephoned user groups, key stakeholders in the community and users of the park to discuss the project. Follow up onsite meetings were arranged on 22 and 23 February with groups and individuals who wanted to meet onsite to discuss their ideas further with the consultants.

Following the above meetings and consultation with the community, the consultants provided a draft master plan report including initial concept plan based on the community's requirements and expectations for display at the Gellibrand Blues and Blueberry Festival market on the 28 February 2016. This was a great opportunity for community members and visitors who attended the market to view the initial concept plans and provide initial comment and feedback.

Council's Recreation and Open Space Coordinator presented the draft master plan report and initial concept plan to interested members of the community at two information sessions (Wednesday 9 March 3:30pm to 5:00pm and Thursday 17 March 6:00pm to 7:00pm). Community members who provided email contacts were sent the draft master plan including initial concept plan and were invited to attend one of the two information sessions. Thirteen people attended these sessions and provided comments and feedback to the initial concept plans.

Copies of the draft initial concept plans have been displayed at the Gellibrand Neighbourhood House, Otways Tourist Park, Gellibrand River General Store and Café notice board, and within Rex Norman Park itself.

Feedback received from the market, community presentation and discussion sessions and submissions has now been reviewed and the attached draft concept plans included in the draft master plan report reflect expectations and requirements of the community based on the consultation.

The community engagement process provided the opportunity for the community to be extensively involved in developing and shaping the draft master plan for Rex Norman Park.

It is now recommended that the draft master plan for Gellibrand's Rex Norman Park be placed on public exhibition from Friday 29 April 2016 to Friday 10 June 2016. This is in accordance with Council's Community Engagement Policy 2013.

If supported by Council, officers will commence the public exhibition process by directly contacting organisations and individuals who have previously been involved in the project, placing advertisements in the local media and information in local newsletters. Copies of the

master plan will be available on Council's website and for viewing in the Colac Council Offices, Gellibrand Neighbourhood House, Otways Tourist Park, Gellibrand River General Store and Café notice board and within Rex Norman Park itself. Council will also work with the Gellibrand Neighbourhood House to circulate the plan through their membership base and to conduct an additional information and presentation session for attendance by the local Gellibrand area residents.

### **Implementation**

The public exhibition process will be implemented as outlined above and will commence the end of April 2016, subject to the endorsement of this report.

At the conclusion of the public exhibition period, all written submissions and comments will be received and review by Council officers and the master plan consultants. Modifications to the draft master plan may be made as deemed appropriate.

Implementation of works associated within the draft master plan would commence following Council's adoption of the final Gellibrand Rex Norman Park Master Plan and subject to budget availability.

### **Conclusion**

The development of a master plan for Gellibrand's Rex Norman Park will guide future development, upgrades and renewal within the park based on the community's advice and feedback for how they would like to see the park used in the future. The draft master plan which has been developed based on significant consultation with the Gellibrand and district community provides a vision for the park space and reflects the needs and aspirations of the local community.

The draft master plan is long term plan and its implementation will be subject to future budget considerations and the ability to access funding from other levels of government.

In accordance with Council's Community Engagement Policy 2013, it is important to test the elements of the draft master plan with the broader community by placing the draft Gellibrand Rex Norman Park Master Plan on public exhibition.

### **Attachments**

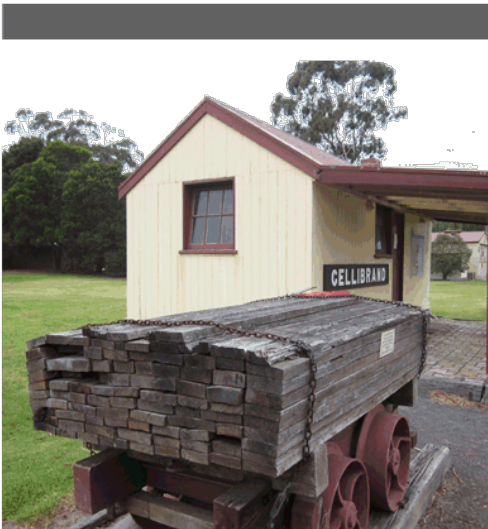
1. Gellibrand Rex Norman Park Master Plan (final draft)

**Recommendation:**

***That Council:***

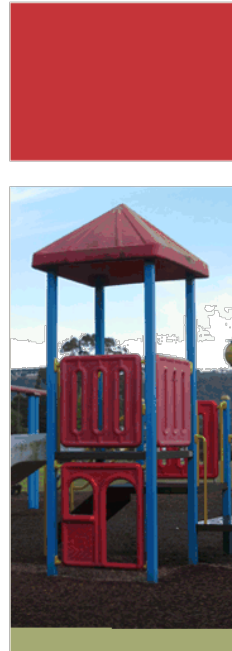
***Endorses the draft Gellibrand Rex Norman Park Master Plan to be place on public exhibition in accordance with Council's Community Engagement Policy 2013, from Friday 29 April 2016 to Friday 10 June 2016.***

~~~~~0~~~~~

Master Plan (draft)

Rex Norman Park





This report has been prepared by:

ROSS Planning Pty Ltd
ABN 32 508 029 959
Upper floor, 63 Bay Terrace
Wynnum QLD 4178

PO Box 5660
Manly QLD 4179

Telephone: (07) 3901 0730
Fax: (07) 3893 0593

Version control:

| Version | Date | Document | Author | Reviewer | Recipient |
|---------|----------|-----------------------|--------|----------|-----------|
| 1 | 23.02.16 | Concept draft | DC | | NF |
| 2 | 26.02.16 | Final draft | DC | | NF |
| 3 | 04.04.16 | Final draft (revised) | DC | | NF |
| | | | | | |

© 2016 ROSS Planning Pty Ltd

This document may only be used for the purpose for which it was commissioned and in accordance with the terms of engagement for the commissions. Unauthorised use of this document in any form whatsoever is prohibited.

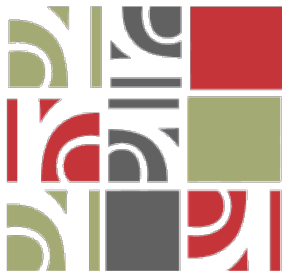




Table of contents

| | |
|--|----------|
| Background | 1 |
| Introduction | 1 |
| What is a master plan? | 1 |
| Existing situation | 2 |
| Planning considerations | 2 |
| Facility snapshot | 3 |
| Site elements | 4 |
| Opportunities and constraints | 5 |
| Facility snapshot | 3 |
| Site elements | 4 |
| A vibrant community vision | 6 |
| Vision | 6 |
| Facility design | 7 |
| Staged implementation and indicative costing | 9 |



Background

Introduction

Rex Norman Park is currently one of the key hubs of the Gellibrand community. It plays host to markets, community events, rail station interpretive building and community house. Importantly, it is also the township's key picnic and play facility.

Growth in community requests for the Park combined with a number of ageing facilities presents an opportunity to reconsider the existing layout and uses of Rex Norman Park.

The aim of the master plan is to provide a realistic and achievable vision for the Park, where the needs and requirements of the user groups, community and Council are established and balanced. Importantly, the project will require a staged approach to development that provides for smooth implementation limiting impact on users. Ultimately, the report will guide community, Council and user group decision-making and resource allocation.

Through site analysis, background research and consultation, the project aims to provide optimal use of the Park for formal user groups and the wider community.

What is a master plan?

A master plan provides a vision for a site, identifying what it should look like and how it should function into the future. It establishes a strong and consistent direction, providing a framework for ongoing improvement. It considers the interrelationship between:

- current character and functionality of the landscape
- public expectations and needs
- emerging issues and trends
- the realities of the economic, social, environmental and legislative context of the time.

The result is a plan that balances needs across a range of often conflicting interests.

The master plan does not suggest that all elements of the plan should proceed immediately, or that Council nor the user groups should be responsible for all capital costs in respect of those items that are progressed. It is important to note that the intent of the master plan is to provide a framework for future development of the Park over an extended time period so that ad hoc improvements are avoided and community use and long-term viability are maximised. The master plan should be regularly monitored to ensure outcomes continue to meet community needs in the best possible way.



Existing situation

Rex Norman Park is located at the northern end of the Gellibrand township (as highlighted in the map below).

The Park contains a number of different land parcels. Approximately 0.6ha of the central and southern sections of the Park is Council-owned. A similar sized portion of the Park is road reserve (and Vic Roads land) running along Old Beech Forest Road to the northern tip of the Park. A small section of land is also former freehold that has been bequeathed to the community for parkland.

The entire Park is zoned public parks and recreation zone (PPRZ). Council's Open Space Strategy (2011) designates the Park as township parkland.

It is important to note that the northern end of the Park (from the road intersection through to the powerlines) is designated as a Neighbourhood Safer Place for Gellibrand.

The Park is generally flat and enjoys high levels of passive surveillance having key roads (Colac-Lavers Hill Road and Old Beech Forest Road) running down each length of the Park. Residences along these roads also face into the Park.

Existing embellishments include:

- play node
- open kick-about space
- barbecue and shelter
- additional picnic facilities
- Community House
- former Gellibrand station building
- public art
- interpretive signage
- bus shelter
- amenities
- formal car parking.

Planning considerations

Colac Otway Shire Planning Scheme

Public Park and Recreation zone

As noted, Rex Norman Park is zoned Public Park and Recreation Zone (PPRZ).

The objectives of this zone are to:

- recognise areas for public recreation and open space
- protect and conserve areas of significance where appropriate
- provide for commercial uses where appropriate.

For the outdoor recreation developments included in the master plan, a permit (other than necessary building permits) is not likely to be required as identified in 36.02-1 (informal outdoor recreation).



Facility snapshot



- Existing facilities**
- 1. Open kick-about space (neighbourhood safer place (NSP))
 - 2. Bus shelter
 - 3. Shelter node (barbecue, two uncovered picnic tables, rainwater tank)
 - 4. Railway themed public art
 - 5. Formal landscaped entry
 - 6. Formal landscaped entry
 - 7. Community House (and vegetable garden)
 - 8. Former Gellibrand station building
 - 9. Playground
 - 10. Amenities
 - A. Country Fire Authority station
 - B. Council depot

Site elements

Site characteristics

In essence, the Park is comprised of three nodes - an open space node at the northern end of the Park, a central building-focussed node and southern play node.

When the Park last underwent significant development, mounds were removed resulting in a flat surface with quality turf cover.

Buildings and improvements

In its current form, the Park is recognised for its wide range of buildings and embellishments:

- open shelter with barbecue, limited seating and benches
- Community House
- former Gellibrand Station building (and former carriage)
- play node (with aged elements)
- public art
- two picnic tables
- scattered timber benches
- amenities.

Lighting

A spotlight provides lighting in the central area of the Park. There are limited street lights in the nearby vicinity.

Parking

Sealed nose-in parking provides approximately eight spaces off Old Beech Forest Road. This side of the Park also has a pull-off area for buses (and is popular for motorhomes and caravans). A car parking 'shoulder' is also available on Colac-Lavers Hill Road from the northern end of the Park to the main central entrance.



Access, linkages and connectivity

Entry and access

While much of the Park is protected from inappropriate vehicle access with timber bollards, spaces between plantings at the northern end of the Park allow limited (appropriate) vehicle access (e.g. to ensure that people with a disability can gain access to the existing shelter and picnic tables).

Linkages and connectivity

The Park forms a key link along the Old Beechy Rail Trail. The trail runs along the western side of Colac-Lavers Hill Road.

Additionally, the south-western end of the Park leads users to the commercial node and Otways Tourist Park. Finally, a gravel path link runs along the eastern side of the Council depot to link with the community garden walk.

Shade

There is limited natural shade within the Park. Indeed, the play node and two picnic tables are completely without any protection.

Built shade is provided by the large central shelter and bus shelter.

Signage

The Park includes a number of attractive interpretive signs describing the Old Beechy Rail Trail. However, there is no directional signage indicating the location of the trail. Additionally, there is limited directional signage detailing the key features within the Park (e.g. Community House, former Gellibrand Station building and amenities) nor acknowledgement of the traditional owners.



Opportunities and constraints

Key opportunities and constraints for Rex Norman Park have been established through background research, consideration of existing opportunities and consultation with Council, community and user groups. A range of consultation options have been undertaken including face-to-face interviews in the Park, phone interviews, community drop-in session in the Park, youth-focussed discussions in the Park and surveys distributed to every Gellibrand household.

| Theme | Opportunities/Constraints | Desired Outcomes/Design Drivers |
|------------------------------------|---|---|
| Users | | |
| Population considerations | <ul style="list-style-type: none"> <input type="checkbox"/> Population decreases are predicted for Gellibrand (id. the population experts, 2014) <input type="checkbox"/> Significant aging in the community. Between 2011 and 2031, the number of young people (0 to 14yrs) is expected to decrease from 52 to approximately 44, while the number of older people (65+yrs) is projected to increase from 74 to 134 | <ul style="list-style-type: none"> <input type="checkbox"/> Ensure facility investment within the Park, reflects community demand <input type="checkbox"/> Consider the development of recreation opportunities attractive to older people (e.g. walking, exercise classes, picnicking and other community activities) <input type="checkbox"/> Include the development of opportunities for younger people that can also be attractive to a wide range of the community (e.g. hit-up wall, basketball/netball hoop, multi-age play and activity node, skate node) |
| Survey outcomes (18 responses) | <ul style="list-style-type: none"> <input type="checkbox"/> 56% visit the Park at least weekly <input type="checkbox"/> key Park values - open space, playground, picnic facilities, central location <input type="checkbox"/> key changes/upgrades - additional shade, challenging play, seats and tables, skate facility | <ul style="list-style-type: none"> <input type="checkbox"/> consider opportunities for additional shaded picnic and play <input type="checkbox"/> investigate feasible skate development |
| Movement | | |
| Entry and circulation | <ul style="list-style-type: none"> <input type="checkbox"/> The Park is clearly visible from two key roads <input type="checkbox"/> The amenities are somewhat hidden <input type="checkbox"/> The Park requires a feature park naming sign and interpretive signage explaining the Park name <input type="checkbox"/> Directional signage is required to the location of the Old Beechy Rail Trail | <ul style="list-style-type: none"> <input type="checkbox"/> Install suitable directional signage to the amenities, Old Beechy Rail Trail, car parking and other key locations within the Park <input type="checkbox"/> Install Park naming signage (or feature drystone wall) and interpretive signage <input type="checkbox"/> Ensure the NSP signage remains clearly visible |
| Parking | <ul style="list-style-type: none"> <input type="checkbox"/> A small formalised off-street car park (8 spaces) is located on Old Beech Forest Road. This area is particularly busy before and after school <input type="checkbox"/> The wide shoulder on Colac-Lavers Hill Road provides additional parking opportunities | <ul style="list-style-type: none"> <input type="checkbox"/> Extend the nose-in car parking area and the bus pull off zone to create a safer environment |
| Pedestrian network | <ul style="list-style-type: none"> <input type="checkbox"/> A gravel pedestrian path links the Park with the commercial node and extends across to the bus shelter. An additional path radiates from the central building area to the amenities and beyond to link with the community garden walk at Link Street <input type="checkbox"/> There are no path loops within the Park <input type="checkbox"/> Youth tend to walk through the grassed area of the Park between the bus shelter and commercial area | <ul style="list-style-type: none"> <input type="checkbox"/> Construct a network of gravel paths to provide clear links and looped opportunities (this will require a reconfiguration of the existing drainage swales in the northern section of the Park) |
| Fencing | <ul style="list-style-type: none"> <input type="checkbox"/> The existing bollards provide a clear border for much of the Park perimeter | <ul style="list-style-type: none"> <input type="checkbox"/> Relocate the depot entry road off Old Beech Forest Road. This will allow the south-east corner of the Park to be re-established 'within' the Park through the development of perimeter bollards (and removal of the bollards delineating the existing depot entry) <input type="checkbox"/> Extend bollards around the remaining perimeter (construct within the new gravel paths) |
| Buildings and structures | | |
| Community House | <ul style="list-style-type: none"> <input type="checkbox"/> This building is centrally located and provides a focus for formal activity in the Park | <ul style="list-style-type: none"> <input type="checkbox"/> Undertake necessary repairs and maintenance as required |
| Former Gellibrand Station building | <ul style="list-style-type: none"> <input type="checkbox"/> This building provides interesting interpretive cultural and historic value | <ul style="list-style-type: none"> <input type="checkbox"/> Undertake maintenance (e.g. repair the recycled brick entry surface, ensure awning posts are suitably fixed, necessary ongoing carriage maintenance) <input type="checkbox"/> Install a railway sleeper picnic table on a raised gravel bed directly to the north of the building (railway sleepers to have originated from the former rail line) |

| Theme | Opportunities/Constraints | Desired Outcomes/Design Drivers |
|-------------------|--|---|
| Central shelter | <ul style="list-style-type: none"> <input type="checkbox"/> This structure forms a central focus for gathering <input type="checkbox"/> The barbecue and internal uprights limit the range and scope of available uses <input type="checkbox"/> The 'walls' on the north-east and south-east corners limit views across the Park (particularly to the play node and amenities) <input type="checkbox"/> Lack of external powerpoints in the shelter results in the need for extension leads for events | <ul style="list-style-type: none"> <input type="checkbox"/> Through detailed design, consider options to 'open' sections of the shelter <input type="checkbox"/> Relocate the water tank to the picnic node <input type="checkbox"/> Install at least two separate powerpoints within the shelter |
| Bus shelter | <ul style="list-style-type: none"> <input type="checkbox"/> The bus shelter currently has no seating and can be relocated north to reflect the extended bus pull-off area (and allow room for the development of exercise equipment, basketball area and hit-up wall) | <ul style="list-style-type: none"> <input type="checkbox"/> Redevelop the bus shelter with seating and timber walls to reflect the rustic character of the central shelter |
| Open space | | |
| Community-level | <ul style="list-style-type: none"> <input type="checkbox"/> The Park is the key community recreation open space for the Gellibrand community. Additionally, it is also the Neighbourhood Safer Place location (place of last resort during a bushfire) | <ul style="list-style-type: none"> <input type="checkbox"/> Ensure future development of the Park reflects its status as the key recreation venue but is also cognisant of the impacts that the Neighbourhood Safer Place designation has on future development |
| Recreation spaces | <ul style="list-style-type: none"> <input type="checkbox"/> Opportunity exists to develop a range of recreation elements that more closely reflect the desires of the community and provide avenues for community cohesion and development (across the ages) | <ul style="list-style-type: none"> <input type="checkbox"/> Establish a play node that incorporates options such as climbing, balancing and crawling elements. Establish swings and spinning/movement elements. Ensure development is reflective of the Gellibrand community - theme with natural products such as timber and stone. Consider options to relocate some of the existing elements for toddler play <input type="checkbox"/> Establish a skate spot (developed incrementally) <input type="checkbox"/> Establish a new picnic node with four shelters and covered barbecues (investigate options to relocate and upgrade the existing barbecue). Include an outdoor sink, bin and relocated tank <input type="checkbox"/> Develop a node of fixed outdoor exercise equipment <input type="checkbox"/> Construct a hit-up wall and basketball area <input type="checkbox"/> Construct a community pizza oven (after assessing public safety considerations) <input type="checkbox"/> Retain the open space kick-about area |
| Landscaping | <ul style="list-style-type: none"> <input type="checkbox"/> The timber edging along the gravel area is beginning to fail <input type="checkbox"/> The landscaping at the central entry is not inviting <input type="checkbox"/> The existing perimeter plantings at the northern end of the Park will require modification/removal in coming years for the site to continue to comply with CFA and Council NSP assessment criteria <input type="checkbox"/> The central and southern sections of the Park have very limited natural shade <input type="checkbox"/> Opportunity to establish an edible fruit tree grove <input type="checkbox"/> A number of inappropriate/undesirable trees are located within the Park <input type="checkbox"/> A number of areas within the Park become boggy during periods of wet weather <input type="checkbox"/> The existing bins are regularly filled (and over-filled) by household and camping-related rubbish <input type="checkbox"/> The overhead powerlines detract from the visual amenity of the Park | <ul style="list-style-type: none"> <input type="checkbox"/> Replace the timber edging with rail track from the former rail line <input type="checkbox"/> Restore the feature landscaping at the central entry and replicate this style at the new south-west entry <input type="checkbox"/> Establish suitable perimeter plantings that provide a visual border for the northern section of the Park <input type="checkbox"/> Plant suitable shade trees (potentially deciduous) in and around the new play and picnic nodes and along the new path leading to the south-west corner of the Park (consider suitable maintenance arrangements) <input type="checkbox"/> Establish a fruit tree avenue leading into the Park from the south-west corner <input type="checkbox"/> Remove the failing blackwoods near the amenities <input type="checkbox"/> Remove the blackwood tree that hinders access to and from the CFA building <input type="checkbox"/> Additional sub-surface drainage to mitigate ponding in low lying areas (including constructing a swale from the rear of the CFA building to the nearby drainage pit) <input type="checkbox"/> Relocate the bin near the former station building to the new picnic node. Investigate the feasibility of bins with small openings <input type="checkbox"/> If opportunity arises, investigate transferring the powerlines to underground |

A vibrant community vision

Master plan

The master plan has been developed by considering all consultation, appropriate strategic contexts and previous research. Overall, it provides an ideal opportunity to enhance the capacity of the facility to meet the recreation needs of residents and visitors.

The master plan sits well within the existing open space network - providing options for all and complementing the existing facilities.

The master plan integrates a number of the existing site features with a range of new elements and embellishments. The provision of quality recreation facilities and a more attractive environment will encourage use from the community and with the range of facilities and programs available, all age groups can find activities to enjoy.

Vision

The short- to medium-term vision for Rex Norman Park is:

to further embed a quality community recreation hub that provides opportunities for formal functions and events, and a wide range of engaging recreation options for both residents and visitors.



Rex Norman Park - Concept layout

1. Drywall feature park signage
 2. Gravel path network with bollards
 3. Open space kick-about and event area
 4. Re-established entry landscaping
 5. Maintained station building, carriage and picnic table
 6. Upgraded shelter
 7. Maintained community house and community garden
 8. Pizza oven (electric)
 9. Feature timber benches
 10. Relocated bus shelter
 11. Hit up wall and basketball area
 12. Toddler play node
 13. Exercise equipment
 14. Play node
 15. 2 picnic shelters, covered barbecue, outdoor sink, rainwater tank and drinking fountain
 16. 2 picnic shelters
 17. Formal avenue of fruit trees
 18. Bus pull-off extension
 19. Car park extension
 20. Water outlet relocation
 21. Skate spot
 22. Skate spot extension
 23. Amenities extension
 24. Feature entry landscaping
 25. Timber bench seats
- A. Country Fire Authority station
 B. Council depot



Rex Norman Park - Concept layout (detail)



Staged implementation and indicative costing

The cost of the development of the master plan is beyond the Council's and the community's ability to fund in the short-term. Thus, this section provides an initial project breakdown for consideration and discussion and proposes a staged budgeting approach.

The information provided is designed as a flexible guide—changes in user priorities or earlier opportunities for funding may alter staging. The adjoining table summarises indicative costs (and do not include legal fees or GST).

Stage 1 (short-term)

- construct the new picnic node (four picnic shelters, relocated/upgraded barbecue, outdoor sink, tank, drinking fountain and relocated bin)
- establish the new play node
- establish simple fixed exercise equipment
- refurbish the main shelter (investigate opportunities to 'open' up the shelter, relocate the existing tank to the picnic node, install powerpoints)
- plant feature shade trees (and remove blackwood trees near amenities and in the south-west corner of the Park)
- re-establish entry landscaping
- install signage (directional, park naming drywall and park name interpretive (include acknowledgement of traditional owners))
- install railway sleeper picnic table
- replace timber edging with railway track edging (commence in short-term)

Stage 2 (medium-term)

- close the depot road entry off Old Beech Forest Road and relocate the water point
- commence development of the skate spot (stage 1)
- construct the hit-up wall and basketball area
- commence the gravel path network (and associated drainage swale redevelopment)
- establish fruit trees and feature entry
- extend the bollards around the south-east perimeter of the Park
- redevelop the bus shelter
- develop the pizza oven
- install additional timber bench seats

Stage 3 (long-term)

- extend the amenities building
- develop future stages of the skate spot
- undertake car park and bus pull-off changes along Old Beech Forest Road

| Stage | Ref. no. | Area | Description | Cost |
|-------------------------|----------|---------------|--|---------------------------|
| 1 | 15, 16 | Picnic node | Construct 4 timber picnic shelters, relocate the barbecue and tank | 60,000 |
| | 12, 14 | Activity node | Establish play node | 35,000 |
| | 13 | Activity node | Install fixed exercise equipment | 15,000 |
| | 6 | Shelter | Refurbish | 1,000 |
| | n/a | Landscaping | Plant feature shade trees | 3,000 |
| | 4 | Landscaping | Re-establish feature entry | 1,000 |
| | 1 | Signage | Directional, dry wall, park name interpretive) | 8,500 |
| | n/a | Landscaping | Replace timber edging | 2,000 |
| | 5 | Building node | Construct railway sleeper picnic table | 2,000 |
| | 9 | Landscaping | Construct feature timber bench seating | 4,000 |
| Stage 1 | | | Sub-total (with rounding) | 131,500 |
| 2 | 20 | Depot | Close entry road and relocate water point | 3,000 |
| | 21 | Activity node | Construct skate spot (stage 1) | 50,000 |
| | 11 | Activity node | Construct hit-up wall and basketball area | 15,000 |
| | 2 | Paths | Commence gravel path network | 50,000 |
| | 17 | Landscaping | Establish fruit trees and feature entry | 3,000 |
| | n/a | Fencing | Extend bollards | 3,000 |
| | 10 | Shelter | Redevelop the bus shelter | 5,000 |
| | 8 | Picnic node | Construct a pizza oven | 8,000 |
| | 25 | Landscaping | Install timber bench seats | 4,000 |
| | Stage 2 | | | Sub-total (with rounding) |
| 3 | 23 | Amenities | Extend the amenities building | 50,000 |
| | 22 | Activity node | Future skate spot extension | 50,000 |
| | 18, 19 | Parking | Car park extension and bus pull-off | 45,000 |
| | Stage 3 | | | Sub-total (with rounding) |
| Sub-total | | | | 417,500 |
| | | | Contingency and sundry site works (10%) | 41,750 |
| | | | Sub-total | 459,250 |
| | | | Escalation (2%) | 9,185 |
| TOTAL rounded (exc GST) | | | | 468,400 |



OM162704-12 YOUTH COUNCIL REVIEW

| | | | |
|-------------|-----------------|-----------|---------------|
| AUTHOR: | Michael Swanson | ENDORSED: | Sue Wilkinson |
| DEPARTMENT: | Executive | FILE REF: | CLF11/8 |

Purpose

The purpose of this report is to seek Council's endorsement of a new model and functions of the Colac Otway Youth Council.

Declaration of Interests

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.

Background

The Colac Otway Shire Youth Council was established over 15 years ago to promote youth involvement in the community. A Colac Otway Youth Council Charter was adopted in 2001 and amended in 2014.

To establish the Youth Council there is a call for nominations annually from the schools and youth to be a representative on the group. Youth is currently defined in the Charter as young people aged between 12 and 21. An interview process is undertaken to select the Youth Councillors with the participation from the Mayor, Councillor representatives and mentors. Currently any person appointed to the Youth Council will be involved for a period of one (1) Youth Council term, being from February to November.

The schools involved in the Youth Council are:

- Colac Secondary College
- Trinity College Colac
- Lavers Hill P-12 College
- Apollo Bay P-12 College
- Colac Specialist School

Elected Youth Councillors work on projects and programs throughout their term under the current model, that aligns with the objectives set out in the Charter. The objectives are:

- To provide a forum for the Colac Otway Shire Council to consult with and receive advice from youth in order to ensure the provision of high quality, affordable and flexible youth programs.
- To promote and encourage the involvement of youth in the planning, development and implementation of matters associated with young people in the community.
- To ensure that the views of youth are canvassed and conveyed to Council.
- To provide advice to Council on appropriate youth programs.

Following the 2015 Youth Council, feedback received highlighted the need for a review of the current model. Initial comments queried the benefits, the timing of Youth Council and expectations.

Discussions regarding the proposed changes were held with school Principals and/or Student Liaison Officer. (Please note at the time of preparing this report discussions with Lavers Hill College had not been completed). These discussions confirmed that the existing Youth Council model adds to the student's workload which is difficult when their education is a necessary first priority. In the past students have expressed that undertaking the activities on youth council has placed pressure on their ability to study and that it has been resource intensive for the students.

The schools also highlighted the need for a model that works within the capacity of the student and the school. For example, it is evident that youth council commitments under the current arrangements place additional pressures during exams for participating students.

Most schools have a process of determining student leaders through a number of different ways within each school community such as School Representative Committees (SRC's). The process is completed by both students and teachers to award students that show leadership qualities and conduct themselves in the manner that portrays the schools ethics and values.

Councils current Youth Council therefore duplicates existing structures within schools. An alternative that would work with all schools would be to work with the current school based student leadership systems that

the schools provide and use these systems when seeking feedback or conducting consultations on various projects and strategy preparation.

Schools have expressed support for changing the current arrangements to a model that compliments the existing school systems and does not duplicate this with a separate Youth Council run by Colac Otway Shire. The schools also support the concept of Council liaising with the student leadership group of each school to assist and provide feedback on projects or activities that are of the students interests.

If Council wished to continue with Youth Council, the schools have advised that changes to the timing of the election of youth councillors is needed due to exam conflicts. School student representative/leadership groups are generally determined within the school communities in October each year through to September the following year. This timeframe fits in with the schools existing leadership elections and ensures that students have completed their duties before leading into exams.

It is also noted that within the G21 region Colac Otway Shire is the only Council to have a Youth Council function, with all other Councils completing projects and programs outside of a formal structure. A majority of Councils have a Youth Awards program and undertake youth related activities throughout the year.

Council has consulted with Colac Area Health on the potential model change for Youth Council. Colac Area Health is supportive of a change to the existing model and will continue to focus on FReeZA events and allow Council to undertake the duties associated with Youth Council.

Council Plan / Other Strategies / Policy

Good Governance

Means we care about and are responsive to the community, encourage democratic participation and involve people in decisions that affect them. We strive for excellence in financial management and council services, and always look for better ways to do things.

Our Goal:

Ensure transparency of governance practices, the capability of our organisation and effective resource management.

Issues / Options

Feedback following the 2015 Youth Council highlighted issues with the current model and the way it is delivered. After reviewing the existing model the key issues that were highlighted are the timing of the activities undertaken by Youth Council and the processes for electing Youth Councillors.

Council is currently undertaking a number of activities and reviews to meet the challenges being presented by rate capping. Rate capping will place financial pressure on the Colac Otway Shire Council and it is necessary for Council officers to review current processes and activities to ensure they are cost efficient and meeting the needs of those participating.

There are a number of options Council can take to ensure that Youth Council continues to meet the needs of the participating schools and the Colac Otway Shire Council.

Options

There are a number of options emerging for Council to consider regarding the future of Youth Council.

Option 1

Cease the Youth Council program and has no further participation in this function.

Option 2

Cease the Youth Council program and commit to changes to Councils engagement processes so that the school leadership group or year level leadership students are formally invited to be involved on a Council project specific basis (i.e the master plan development for the Lake Colac foreshore). Council officers would present the project to the students and seek input to ensure that youth provide valuable feedback. The potential issue with this model is the relevance of the project to youth in the community and that Council sustains enough engagement throughout the year.

In addition, Council would support student development by supporting leadership and governance training exercises. This could include items such as working with students to educate them on the roles and responsibilities of Council and adaptive skills such as running an effective meeting.

Council will work closely with the participating schools to ensure that the timing of engagement with the students fits in with the individual schools expectations and timeframes.

Option 3

Continue to deliver the Colac Otway Youth Council but align the timing of the election process with the participating schools. Feedback from the schools has indicated that the election process is held in October.

This option will continue to duplicate the election process and activities that already exist within the participating schools. It will also be a resource intensive function with a continued financial commitment to the function.

It is recommended that Council adopt Option 2 as the preferred new model for Youth Council. This model is supported by all schools involved in the current Youth Council and is seen as an improvement to the existing function of the group.

Proposal

That the proposed new model and function of the Colac Otway Shire Council be adopted.

Financial and Other Resource Implications

Council currently contributes an amount of \$5,000 towards Youth Council assisting with the activities and meetings associated with the group.

Resources such as Council officer time are also contributed towards Youth Council. This will continue with a number of Council officers to be involved in the proposed new model of Youth Council.

Risk Management & Compliance Issues

The proposed changes to the model of Youth Council should remove any risk management or compliance issues.

Environmental and Climate Change Considerations

No relevant considerations are appropriate at this point in time.

Community Engagement

The community engagement strategy follows the recommendations of the Colac Otway Shire Council Community Engagement Policy of July 2013, which details five levels of engagement – inform, consult, involve, collaborate and empower.

The method selected would be consult and include: Council will continue to engage with the schools throughout the school year to ensure the participation fits within the schools expectations and requirements.

Council understands that when engaging with the participating schools on a project or a plan that the timeframes will differ from project to project. Council officers will ensure that all schools are consulted before a project or plan is presented to the schools leadership group to work within their timeframes. If the school wishes to have more than the student leadership group involved in the feedback then Council will develop the necessary engagement plan in consultation with the participating schools. Council officers will work with the student leadership group to either collate the schools feedback on the project or engage all students and the preferred method of gathering the feedback.

Implementation

If the proposed new model is adopted Council will work with each participating school to develop the required program and timing for activities to commence. Council officers will be guided by each school following their

student leadership group elections to understand which students will be involved in the new model and function of Youth Council.

Conclusion

Following feedback on the 2015 Youth Council a review has been undertaken on the model and function of the program.

During the review suggestions made that the existing model is adding to the student's workload which is difficult when their education is a necessary first priority. Participating schools have indicated that they undertake a process of electing a student leadership group and the current Youth Council model is seen to be duplicating existing structures within schools. It was also highlighted that the timing of activities conducted by Youth Council were conflicting with the Youth Councillors exams. Throughout the review it was found that no other Council within the G21 region undertakes a Youth Council function and that the model may be outdated.

A new model is recommended where Council works with the participating schools and leverages off the existing processes of electing student leadership groups has been supported by all schools involved in Youth Council. Council will also extend our engagement process to ensure that schools are directly invited to participate in consultations on strategic projects or plans potentially of interest to our youth. In addition, Council would support student development by supporting leadership and governance training exercises.

Attachments

Nil

Recommendation:

That Council:

- 1. Ceases the current Youth Council program effective immediately.***
- 2. Commits to changes to Councils engagement and consultation processes to ensure schools and young people are invited to participate.***
- 3. Support the provision of leadership and governance training in schools where requested.***

~~~~~

**OM162704-13 MINUTES OF THE OLD BEECHY RAIL TRAIL COMMITTEE**

AUTHOR:	Nicole Frampton	ENDORSED:	Ingrid Bishop
DEPARTMENT:	Infrastructure & Leisure Services	FILE REF:	11/96660

It has been previously agreed to by Council that the minutes of the Old Beechy Rail Trail Committee should be included in the Council agenda once any confidential items have been identified and the minutes have been confirmed by the Committee.

Attached are the Minutes from the meeting held on 1 February 2016.

Meetings are held every two months, commencing February of each year.

**Attachments**

1. Meeting Minutes - Old Beechy Rail Trail Committee - 1 February 2016 - Confirmed

**Recommendation:**

***That Council:***

***Notes the Minutes of the Old Beechy Rail Trail Committee for 1 February 2016.***

~~~~~




Old Beechy Rail Trail Committee Meeting

Meeting Venue: Meeting Room 1, COPACC

1 February, 2016

Time: 10.00am to 12.30pm

MINUTES

| | ITEMS & ACTIONS | RESPONSIBLE OFFICER | ACTION DUE DATE |
|----|---|---------------------|-----------------|
| 1. | ATTENDEES
Cr Chris Smith (Chair), Noel Barry, Anthony Zappelli, Cyril Marriner, Bernard Jordan (Bushwalking Victoria), Nicole Frampton – Recreation and Open Space Co-ordinator (COS - minutes) | | |
| 2. | APOLOGIES
Tricia Jukes, Philip Dandy, Tony Grogan, Glen Anderson (Midway), Craig Clifford (DELWP) | | |
| 3. | CONFIRMATION OF MINUTES FROM PREVIOUS MEETING – 5 October 2015
Corrections - None
<i>Note – Minutes confirmed at 30/11/15 meeting – no meeting quorum. Meeting Minutes Reconfirmed at 1/2/2016 meeting.</i>

Moved – Anthony Zappelli
Seconded – Noel Barry
Carried

CONFIRMATION OF MINUTES FROM PREVIOUS MEETING – 30 November 2015
Corrections – Meeting minutes changed to Meeting Notes due to there not being a quorum.
<i>Note – All motions passed at 30 November Meeting will need to be addressed at 1 February 2016 meeting – see business arising.</i> | | |
| 4. | BUSINESS ARISING from previous minutes.

<u>Business arising from 30 November 2015 meeting.</u>
<ul style="list-style-type: none"> Correspondence in and out to be including in 1/2/2016 meeting minutes. Otway E Bikes Tours – request to use the Old Beechy Rail Trail from Beech Forest to Ferguson.

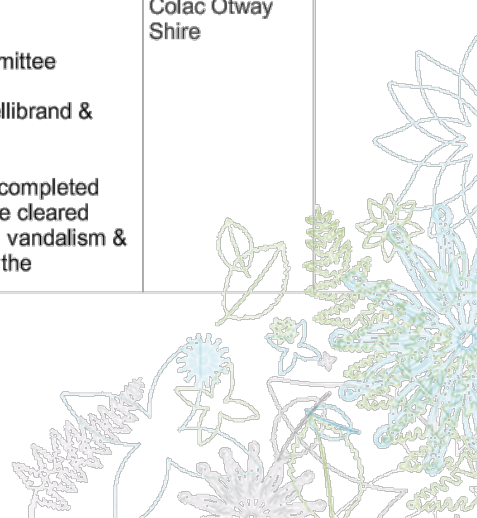
MOTION – Accept the proposal from Otway E Bike tours for a 12 month period.
Moved – Anthony Zappelli
Seconded – Noel Barry
Carried by all. <i>Rail Trail Badges – discuss at April 2016 meeting.</i> | Tricia Jukes | |



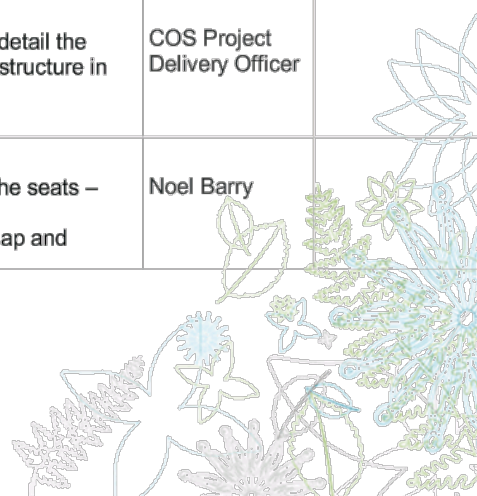


| | | | |
|----|--|---|--|
| | <ul style="list-style-type: none"> • Drink bottles – how many? Cost of new bottles. | Nicole/Vicki | |
| 5. | <p>CORRESPONDENCE - IN</p> <ul style="list-style-type: none"> • Email (Several) – Otway E Bikes proposal to use the OBRT from Beech Forest to Ferguson. • Email – response from DELWP re Otway E Bikes proposal • 17/12/15 – Email – Otway E Bikes – Certificate of Currency provided. • 17/12/15 – Email – Midway, Harvesting south of Gellibrand – Opening over Christmas New Year period and closure for 2016. <ul style="list-style-type: none"> ○ As at 1/2/16 – No further notification from Midway received about the re-opening of this section of the trail ○ Anthony Zappelli mentioned that Midway were setting up equipment at Dinmont – Council has not received any notification of these proposed works. Trail users would need to use the “loop” between Dinmont and Humphris property section of the trail. • 15/1/16 – Letter – Resignation from C. Humphris as Beech Forest representative for OBRT Committee (letter read) • 18/1/16 – Letter – Risk Assessment Form received from C & M Smith to conduct “train rides” along OBRT (Rex Norman Park or top crossing Gellibrand to Dinmont or Beech Forest (Gardiner Reserve) on behalf of the OBRT committee. • 1/2/16 – at meeting – N. Barry provided maps and photos for recent seat installations – Dinmont to Ditchley (gully section) and Beech Forest to Ferguson. | <p>Nicole to follow up with Midway</p> <p>Nicole to write letter to C. Humphris</p> <p>Scanned and placed on file</p> | |
| 6. | <p>CORRESPONDENCE – OUT</p> <ul style="list-style-type: none"> • Email (Several) – to Otway E Bikes • Email – to DELWP re Otway E Bikes proposal • 30/11/15 – Email – Otway E Bikes – Letter granting permission to use OBRT for tours for 12 month period. • 17/12/15 – Email to OBRT chair, DELWP, Council Departments – informing of Otway E Bikes use of OBRT and requested documents submitted • 17/12/15 – Email to Committee, COS Customer Assist, Rail Trails Australia, Bushwalking Vic and Bicycle Network – part closure and detours for OBRT South of Gellibrand – Christmas New Year Period 2015/16 | Nicole Frampton | |
| 7. | <p>WORKS REPORT – Presented by Nicole Frampton</p> <p><u>Update provided by Gellibrand Depot prior to the meeting.</u>
Work carried out on the Old Beechy Rail Trail since the last Committee Meeting in November.</p> <ol style="list-style-type: none"> 1. Grass mowing was carried out again in the Beech Forest, Gellibrand & Kawarren areas as normal programming; 2. There was a full run through from Queen Street to Ferguson completed using the ATV 15,16 & 17/12/15 where trees & branches were cleared from the trail, chains were bolted to chicane posts(to prevent vandalism & removal), locks were checked & signage maintained, prior to the | Colac Otway Shire | |

OBRT Meeting – 1/02/2016



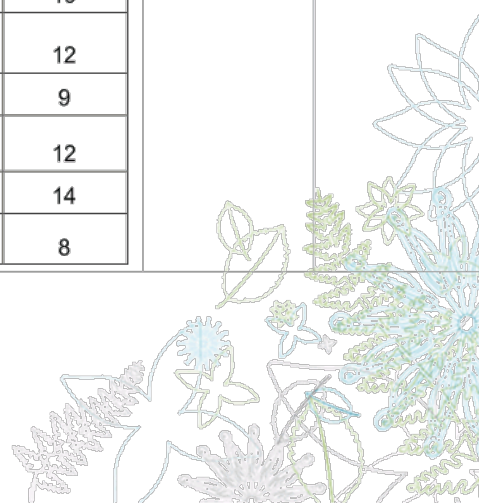


| | | | |
|---------------------------------|--|--|--|
| | <p>Christmas break. Any other minor maintenance was also carried out.</p> <p>3. Diversion signage on the section between Gellibrand & Banool due to Midway logging operations was removed 22/12/15 & re-erected 4/1/16 & still remains in place as of 21/1/16;</p> <p>4. Herbicide spraying of excessive grass growth on the trail pavement was carried out 17 & 22/12/15 on short sections of the trail at Beech Forest & Gellibrand.</p> <p>5. The area between the Gellibrand Hotel & Trail Bridge over the Gellibrand River was slashed using a slashing contractor as a result of a Merit Request complaint regarding danger of snakes in area, being a threat to the many walkers using this section.</p> <p>6. The section of Trail CH.0.0-1.0, Rail Yard to Hearn Street which includes the Mercy Place section – COS Services and Operations team slashed this section in December due to the very high grass. Programmed herbicide spraying & brush cutting of this section to be carried out by 5/2/16 (need a clear map of the area of responsibility for maintenance of this section of the trail including the Rail Yard & Mercy Place so COS have a clear understanding of what Council should or should not be maintaining, in order to develop a more pro-active approach in maintaining this Urban Section)</p> <p>7. A new lock has been ordered for the Trail as one Chicane Gate is not locked. DELWP has a key to access areas adjacent to the Trail for fire access & planned burns.</p> <p>8. Note – some large trees had fallen over the trail over the Christmas period & were not reported through the normal system (Merits), maybe a few signs at strategic locations with phone No's to report defects may help in keeping the trail accessible at all times.</p> <p><u>Update provided by Infrastructure Department prior to the meeting</u>
 Communications continue with ESTA in relation to the placement of emergency markers, and the advice to be provided to emergency vehicles should one be required to travel on the OBRT has not progressed further. The Project Delivery Officer will continue communicating with ESTA regarding instructions for emergency vehicles. Discussions are not finalised and we are not ready to install the emergency markers at this point in time.</p> <p>The Project Delivery Officer will arrange to meet with N. Barry to detail the "improvements" recommended to be applied to the Lovat shelter structure in order for it to satisfy structural requirements.</p> | <p>Nicole to obtain a map of the section and provide to the Services and Operations Dept.</p> <p>Nicole to follow up signage with a number to report issues.</p> <p>COS Project Delivery Officer</p> <p>COS Project Delivery Officer</p> | <p>Map provided to the Services and Operations Department and will be included in scheduled maintenance program.</p> |
| <p>8. FRIENDS REPORT</p> | <ul style="list-style-type: none"> • The "Friends" have been busy completing the installation of the seats – maps provided showing the seat installation. <ul style="list-style-type: none"> ○ Dinmont to Ditchley – gully section seats installed (map and | <p>Noel Barry</p> |  |



| | <p>photos provided (scanned into TRIM)</p> <ul style="list-style-type: none"> ▪ Couldn't get in with a vehicle to install the seats. Had to seek alternative route. ▪ 2 sections – at dismount bicycle signs – had to cart everything by hand. Very slippery going up and down that section of the trail. Noel Barry suggested some safety improvements may need to be considered (eg. narrow steps along one side of the track to assist with moving up/down the trail). Nicole to discuss with Infrastructure Department and Gellibrand Depot about possible solutions. <ul style="list-style-type: none"> ○ Beech Forest to Ferguson seats installed (map and photos provided – extra seat installed (scanned into TRIM). ○ Plaques ordered for two of the seats. ○ Noel Barry to provide a history summary on the installation of the seats including a report and date of installation, etc. | Nicole Frampton | April 2016 meeting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------------|--------------------|-----------|------------|----------|-----------------------------------|------|-----|----|----|-------------------------|------|-----|----|----|--|-------|-----|----|----|-------------|-------|-----|----|---|-----------------------------|------|-----|----|----|---------------|-------|-----|----|----|-------------------------------------|------|-----|----|---|-----------------|--|
| 9. | <p>TREASURERS REPORT</p> <ul style="list-style-type: none"> • Tricia Jukes provided (by email prior to the meeting) the Bank Reconciliation up to 31st December 2015 (attached – copy provided at meeting). Closing balance shows \$4,983.61. • Tricia Jukes provided (by email prior to the meeting) the final financials for the Golden Gumboot (attached – copy provided at meeting) <p>Motion – That the Committee receive and accept the financial report.
 Moved – Anthony Zappelli
 Seconded – Noel Barry
 Carried by all.</p> | Tricia Jukes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | <p>EXECUTIVE OFFICER REPORT</p> <p>Pedestrian Counters</p> <table border="1" data-bbox="290 1310 1050 1736"> <thead> <tr> <th></th> <th>Reading</th> <th>Ped Count</th> <th>No of Days</th> <th>Peds/day</th> </tr> </thead> <tbody> <tr> <td>Colac (walk 50 metres down trail)</td> <td>3350</td> <td>666</td> <td>57</td> <td>12</td> </tr> <tr> <td>Coram (Forest St South)</td> <td>5695</td> <td>544</td> <td>57</td> <td>10</td> </tr> <tr> <td>Maggio's Rd. (near 103 mile post sign)</td> <td>25342</td> <td>660</td> <td>57</td> <td>12</td> </tr> <tr> <td>Maxwell rd.</td> <td>35004</td> <td>500</td> <td>57</td> <td>9</td> </tr> <tr> <td>Fry's Rd. (railway culvert)</td> <td>2218</td> <td>696</td> <td>57</td> <td>12</td> </tr> <tr> <td>Larson's Gate</td> <td>31920</td> <td>819</td> <td>57</td> <td>14</td> </tr> <tr> <td>Beech Forest (near old church) (new</td> <td>1444</td> <td>479</td> <td>57</td> <td>8</td> </tr> </tbody> </table> | | Reading | Ped Count | No of Days | Peds/day | Colac (walk 50 metres down trail) | 3350 | 666 | 57 | 12 | Coram (Forest St South) | 5695 | 544 | 57 | 10 | Maggio's Rd. (near 103 mile post sign) | 25342 | 660 | 57 | 12 | Maxwell rd. | 35004 | 500 | 57 | 9 | Fry's Rd. (railway culvert) | 2218 | 696 | 57 | 12 | Larson's Gate | 31920 | 819 | 57 | 14 | Beech Forest (near old church) (new | 1444 | 479 | 57 | 8 | Nicole Frampton | |
| | Reading | Ped Count | No of Days | Peds/day | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Colac (walk 50 metres down trail) | 3350 | 666 | 57 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Coram (Forest St South) | 5695 | 544 | 57 | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maggio's Rd. (near 103 mile post sign) | 25342 | 660 | 57 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maxwell rd. | 35004 | 500 | 57 | 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fry's Rd. (railway culvert) | 2218 | 696 | 57 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Larson's Gate | 31920 | 819 | 57 | 14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Beech Forest (near old church) (new | 1444 | 479 | 57 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

OBRT Meeting – 1/02/2016

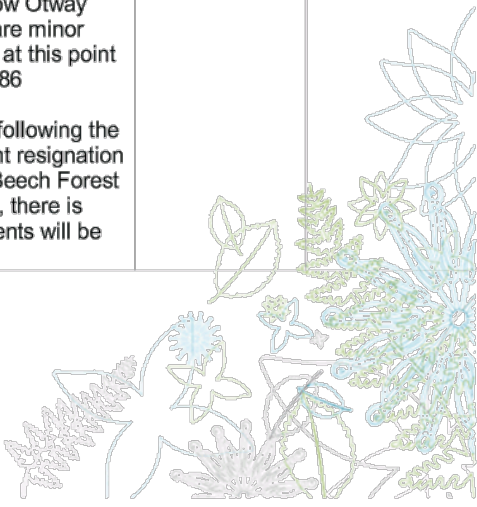




| | | | | | | | |
|-----|--|-------|-----|----|----|-----------|--|
| | counter installed
7/7/2015) | | | | | | |
| | Fairyland (park opp. Old Colac Road – walk down hill, near Telstra tower) | 1516 | 613 | 57 | 11 | | |
| | Ditchley (park at & walk to cattle crossing) | 6567 | 507 | 57 | 9 | | |
| | Zappelli's (just down from gate) | 29322 | 297 | 57 | 5 | | |
| 11. | <p>GENERAL BUSINESS</p> <ul style="list-style-type: none"> • Pedestrian/day numbers are consistent with the same time last year. • Colac entrance (railway line to bowls club) – area is generally untidy looking (weeds growing through the track surface), needs some attention – Colac Otway Shire Service and Operations notified of issue. <p>Community Activities & Events</p> <ul style="list-style-type: none"> • Old Beechy Rail Trail “Train” – Risk Assessment received from C & M Smith to use the Old Beechy Rail Trail (Gellibrand to Beech Forest) to conduct train rides February to May 2016 on behalf of the OBRT Committee. • Old Beechy Rail Trail Run – application to use a Recreational Vehicle on the OBRT by Rotary Club of Colac to conduct the Old Beechy Rail Trail Run on Sunday 20 March 2016. Club requests permission to use a vehicle on the trail on 8/3/16, 19/3/16 & 20/3/16 – to check the trail to assess track condition and remove any obstacles and advise Council of any issues prior to the event taking place. <p>Section 86 Committee – Instrument of Delegation & Charter</p> <p>The committee should review the current Section 86 Instrument of Delegation and Charter with the resignation of the Beech Forest representative from the Committee. Colac also has no representation on the Committee. This should be addressed at the next committee appointment (<i>Discussed in General Business</i>).</p> <p>Next meeting date</p> <ul style="list-style-type: none"> • Need to review the proposed date – Monday 28 March 2016 is Easter Monday (<i>alternative date to be discussed in General Business</i>) | | | | | Committee | |



| | | | |
|--|---|--|--|
| | <ul style="list-style-type: none"> o Monday 12 September 2016; and o Monday 7 November 2016. o <i>Note – The appointment of the chairperson and treasurer to be held annually at the first meeting for the year (ie. February meeting)</i> <ul style="list-style-type: none"> • Appointment of Old Beechy Rail Trail Committee Chairperson and Treasurer for 2016 <ul style="list-style-type: none"> o Chris Smith stood down from the chairperson position. o Nicole Frampton took the chair and declared the positions of Chairperson and Treasurer vacant. o Chairperson – nominations were called for the position of Chairperson. <ul style="list-style-type: none"> ▪ Chris Smith was nominated by Noel Barry for the position of Chairperson.
Seconded by Anthony Zappelli.
Carried by All.
Chris Smith accepted the position of Chairperson. o Treasurer – nominations were called for the position of Treasurer. <ul style="list-style-type: none"> ▪ Tricia Jukes was nominated by Chris Smith for the position of Treasurer (Tricia was absent from the meeting).
Seconded by Anthony Zappelli.
Carried by All.
Nicole to contact Tricia following the meeting to see if she will accept the position of Treasurer. • Meeting location for future Old Beechy Rail Trail committee meetings – discussion was had about moving to the Colac Community Library meeting room for future meetings. Due to members of the committee travelling by train to attend the meetings, future meetings to remain at COPACC with room allocation to be determined. • Rail Trails Australia Membership paid for next 12 months. • Section 86 Committee Instrument of Delegation and Charter review. <ul style="list-style-type: none"> o The committee reviewed the current Section 86 Instrument of Delegation and Charter – there were no issues with the document and the only changes required were name changes to DEPI (now DELWP) and the Otway Scenic Circle Association (now Otway Country to Coast Tourism Association). Given these are minor changes, the committee thought it was not necessary at this point in time to seek formal changes to the current Section 86 Instrument of Delegation and Charter document. o It was decided that the committee would be renewed following the May 2016 meeting. This is needed following the recent resignation of the Beech Forest representative and the need for Beech Forest Progress Association to appoint a new representative, there is also no Colac representative. Letters and advertisements will be | <p>Committee</p> <p>Nicole Frampton</p> <p>Nicole Frampton</p> <p>Nicole Frampton</p> <p>Committee</p> | <p>Tricia contacted and accepts the position as Treasurer.</p> |
|--|---|--|--|



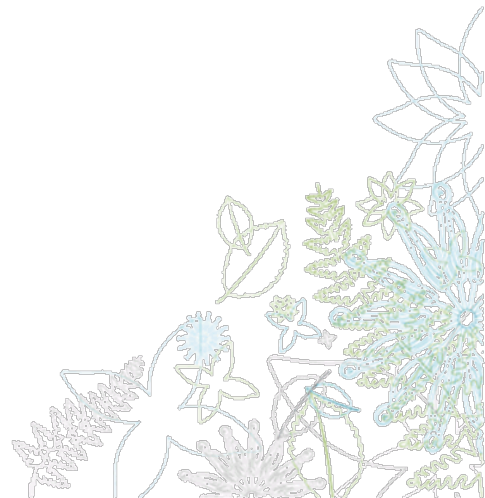


| | | |
|---|---|--|
| <p>sent to the relevant organisations seeking representation on the Committee following the April 2016 meeting.</p> <ul style="list-style-type: none"> • Gellibrand Rex Norman Park Master Plan (COS STIP project) – OBRT Committee to be consulted with as part of the project. Contact the chairperson to get a group together to meet the consultant onsite. • Lavers Hill to Crowes concept plan shared path (COS STIP project) – proposed section of the OBRT – Committee to be involved in the project. Contact the chairperson to get a group together to meet the consultant once appointed. • Tracker Pedestrian Counters – discussion was had around the possibility of the committee collecting the pedestrian counter numbers one week out from the meeting and phoning through the results to Nicole. Thank you to the following members who have agreed to do this: <ul style="list-style-type: none"> ○ N. Barry to collect Colac, Coram, Maggio's Rd & Maxwell Rd numbers. ○ C. Smith to collect Fry's Rd & Larson's Gate numbers ○ A. Zappelli to collect Beech Forest (near old church), Fairyland, Ditchley and Zappelli's numbers. • Conducting of "Train" rides along the Old Beechy Rail Trail for 2016 by C & M Smith. <ul style="list-style-type: none"> ○ C. Smith advised that the train will operate again if the committee votes to go ahead. ○ Risk Assessment received (18/1/2016) from C & M Smith to conduct the train rides on behalf of the committee. Risk Assessment reviewed by Council's risk department prior to the meeting. ○ The train will operate from February until the end of May 2016 in accordance with the completed Risk Assessment. ○ The train will operate the same way it has in previous years only if the section from Gellibrand to Banool is re-opened (this section of the trail has been closed due to Midway works). <p>C. Smith left the room at 11:48am whilst the matter was discussed</p> <p>N. Barry took over the position as Chairperson whilst the committee members discussed the operation of the "train" for 2016.</p> <p>Motion – Old Beechy Rail Trail Committee members agree to C & M Smith operating the "train" until the end of May 2016 as detailed above and as per the Risk Assessment provided to Colac Otway Shire.</p> <p>Moved – Noel Barry
 Seconded – Anthony Zappelli
 Carried by All.</p> <p>C. Smith re-entered the room and was advised of the outcome of the decision.</p> | <p>Nicole Frampton</p> <p>Nicole Frampton</p> | |
|---|---|--|



| | | | |
|-----|--|--------------|--------------------|
| | <ul style="list-style-type: none"> 2016/17 Community Funding Program – committee discussed possible projects to apply for under the program <ul style="list-style-type: none"> Golden Gumboot event was streamlined in 2015. Great event and the committee agreed to proceed as last year. Committee to look to submit a grant as previous years <p>Motion – The Old Beechy Rail Trail Committee is supportive of investigating further the idea of submitting a funding application for the Golden Gumboot event in 2016.</p> <p>Moved – Bernard Jordan
Seconded – Cyril Marriner
Carried by all.</p> <ul style="list-style-type: none"> Other projects that may be considered <ul style="list-style-type: none"> Friends to consider some projects such as the badges. Committee to develop some more project ideas aimed at improving the trail user experience! <ul style="list-style-type: none"> T. Jukes notified the committee (via email) that the project acquittal for the "OBRT Enrichment Program" has been completed and returned to Council. A. Zappelli informed the committee of an inaccuracy in the OBRT brochure. There were in fact two overhead crossing bridges. Committee members are going to try to find a photo of the second bridge. Inspection of Rail Trail by the Committee in sections during 2016 was discussed. Committee to undertake once/twice per year in 2 sections (possibly April & October). A date for the April inspection to be set at the April meeting. | Tricia Jukes | |
| | | Committee | April 2016 meeting |
| | | Committee | April 2016 meeting |
| 12. | Meeting closed 12:20pm.
Next meeting – Monday 4 April 2016 - 10am to 12.30pm.
Meeting Venue – COPACC – Meeting Room 1. | | |

OBRT Meeting – 1/02/2016



OM162704-14 ASSEMBLY OF COUNCILLORS

| | | | |
|-------------|--------------------|-----------|------------|
| AUTHOR: | Alison Richardson | ENDORSED: | Jenny Wood |
| DEPARTMENT: | Corporate Services | FILE REF: | CLF11/8 |

Introduction

The *Local Government Act 1989* (the Act) requires that records of meetings, which constitute an Assembly of Councillors, be tabled at the next practicable meeting of Council and incorporated in the minutes of the Council meeting.

Definition

An “assembly of Councillors” is a defined term under section 3(1) of the *Local Government Act 1989*.

It is a meeting at which matters are considered that are intended or likely to be the subject of a Council decision or the exercise of a delegated authority and which is either of the following:

- A meeting of an advisory committee where at least one Councillor is present or
- A planned or scheduled meeting that includes at least half the Councillors and at least one Council officer.

If a meeting fits either of these types, the procedures applying to an assembly of Councillors must be complied with, irrespective of any name or description given to the committee or meeting.

Advisory Committees

Section 3(1) of the Act defines an advisory committee to be any committee established by the Council, other than a special committee, that provides advice to:

- *the Council or*
- *a special committee or*
- *a member of Council staff who has been delegated a power, duty or function of the Council under section 98.*

Councillor briefings

One type of meeting that is clearly an assembly of Councillors is the type of regular meeting, commonly referred to as a “Councillor Briefing” or similar name where Councillors and staff meet to discuss issues that are likely to come before Council for decision.

As part of decision making processes at Colac Otway, it is essential that Councillors are briefed on a range of issues which come before Council for consideration. As a means of providing this information, Assembly of Councillor briefings are conducted.

Assemblies are also attended by Council Officers, and sometimes other specific advisors, to provide Councillors with a detailed knowledge and understanding of issues under consideration to a level of detail that would inhibit timely decision-making, that would not be possible in an open council meeting or where decision-making related debate is governed by strict meeting procedures.

While these meetings have no authority to make Council decisions, they are generally assemblies of Councillors and subject to conflict of interest disclosures.

What records are to be kept

Section 80A of the Act requires that a record must be kept of an Assembly of Councillors which lists:

- the names of all Councillors and members of Council staff attending;
- the matters considered;
- conflict of interest disclosures made by a Councillor (if any are made); and
- whether a Councillor who has disclosed a conflict of interest leaves the assembly.

It is a requirement that the record of an assembly is to be reported to the next practicable ordinary meeting of Council and be incorporated in the minutes of that Council meeting.

Assemblies of Councillors

The following Assemblies of Councillors have been held:

Councillor briefing 16 March 2016 11am

Councillor briefing 16 March 2016 2pm

Councillor pre-ordinary Council meeting briefing 23 March 2016

Councillor briefing 30 March 2016

Councillor briefing 6 April 2016

Central Reserve Advisory Committee 6 April 2016

Saleyards Advisory Committee 8 April 2016

Councillor pre-planning committee meeting briefing 13 April 2016 9am

Councillor briefing 13 April 2016 2pm

Attachments

1. Assembly of Councillors - briefing - 20160316 11am
2. Assembly of Councillors - Briefing - 20160316 2pm
3. Assembly of Councillors - Pre-Ordinary Council meeting briefing 20160323
4. Assembly of Councillors - briefing - 20160330
5. Assembly of Councillors - briefing 20160406
6. Assembly of Councillors - Central Reserve Advisory Committee - 20160406
7. Assembly of Councillors - Saleyards Advisory Committee - 20160406
8. Assembly of Councillors - pre-planning meeting briefing - 20160413
9. Assembly of Councillors - briefing - 20160413

Recommendation:

That Council:

Notes the Assembly of Councillors reports for:

Councillor briefing 16 March 2016 11am

Councillor briefing 16 March 2016 2pm

Councillor pre-ordinary Council meeting briefing 23 March 2016

Councillor briefing 30 March 2016

Councillor briefing 6 April 2016

Central Reserve Advisory Committee 6 April 2016

Saleyards Advisory Committee 8 April 2016

Councillor pre-planning committee meeting briefing 13 April 2016 9am

Councillor briefing 13 April 2016 2pm

~~~~~



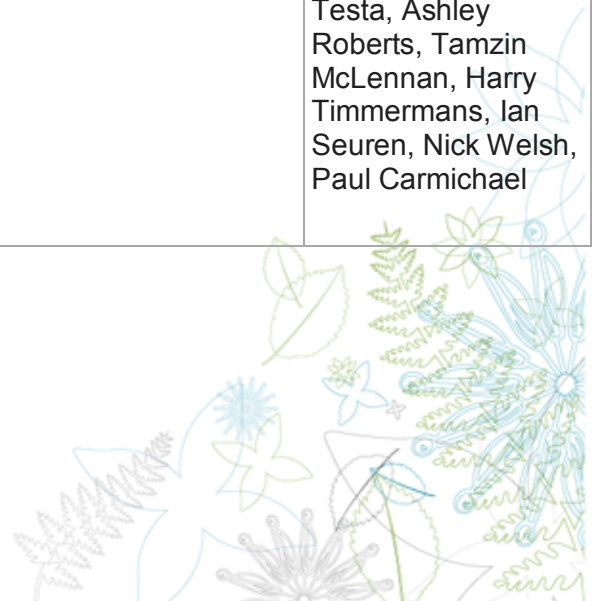
## Councillor Briefing

## COPACC

Wednesday 16 March 2016 11am

# Assembly of Councillors

1.	<b>INVITEES:</b> Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King		
2.	<b>ATTENDEES:</b> Cr Buchanan,(arrived 11:50am) Cr Woodcroft, (arrived 11:45am),Cr Russell, Cr Hart, Cr Crook, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King, David Testa, Ashley Roberts, Tamzin McLennan, Harry Timmermans, Ian Seuren, Nick Welsh, Paul Carmichael		
	<b>EXTERNAL ATTENDEES:</b>  Les Speed		
3.	<b>APOLOGIES:</b>		
4.	<b>ABSENT:</b> Cr Smith, Cr Delahunty		
5.	11:06am	Declaration of Interest	NIL
	<b>Councillor</b>	<b>Item No.</b>	<b>Reason</b>
6.	11:06am – 1:27pm	Budget workshop	Mark Lyons, David Testa, Ashley Roberts, Tamzin McLennan, Harry Timmermans, Ian Seuren, Nick Welsh, Paul Carmichael





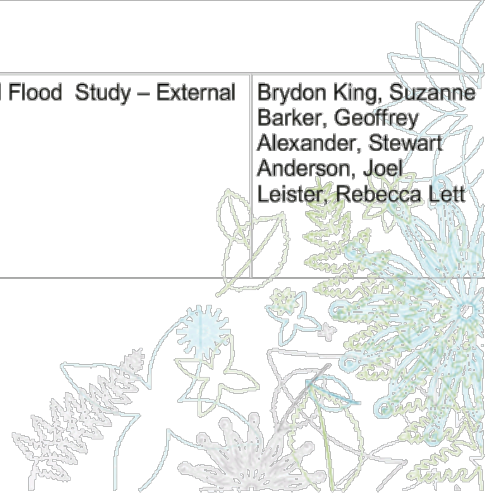
**Councillor Briefing**

**COPACC**

Wednesday 16 March 2016 2pm

# Assembly of Councillors

<b>INVITEES:</b>		
1. Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King, Sandra Wade		
<b>ATTENDEES:</b>		
2. Cr Buchanan, Cr Woodcroft ( <b>arrived 2:55pm</b> ), Cr Hart, Cr Crook, Sue Wilkinson, Ingrid Bishop, Mark Lyons, Brydon King, Suzanne Barker, Geoffrey Alexander, Stewart Anderson, Carmen Lawrence, Margaret Giudice, Michael Swanson		
<b>EXTERNAL ATTENDEES:</b>		
Joel Leister, Rebecca Lett		
<b>3. APOLOGIES:</b>		
Cr. Russell		
<b>4. ABSENT:</b>		
Cr Smith, Cr Delahunty		
5. 2pm	Declaration of Interest	
<b>Councillor</b>	<b>Item No.</b>	<b>Reason</b>
Cr. Buchanan ( <b>left 3:38pm, returned 3:41pm</b> )	Item 2 - Colac Township - Economic Development, Commercial and Industrial Land Use Strategy and Planning Scheme Amendment C86	Specific questions relating to Colac Township - Economic Development, Commercial and Industrial Land Use Strategy and Planning Scheme Amendment C86. A family member is an adjoining landowner.
6. 2:02 – 2:45pm	Deans Creek and Barongarook Creek Regional Flood Study – External presenters	Brydon King, Suzanne Barker, Geoffrey Alexander, Stewart Anderson, Joel Leister, Rebecca Lett







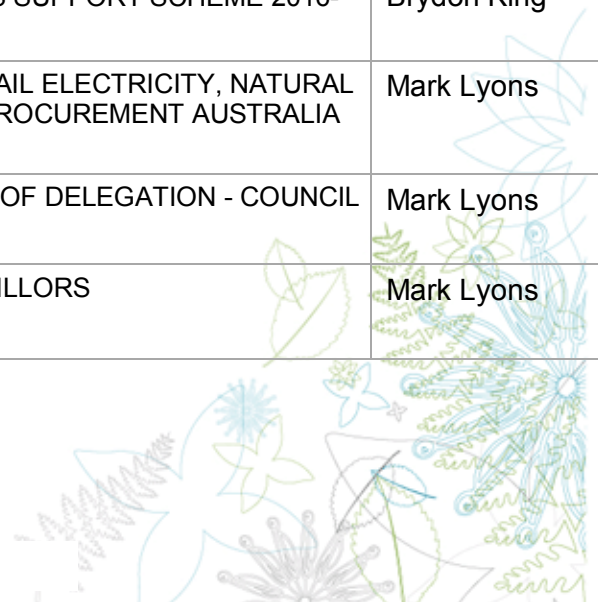
7.	2:46 – 3:48pm	Colac Township - Economic Development, Commercial and Industrial Land Use Strategy and Planning Scheme Amendment C86	Brydon King, Suzanne Barker, Geoffrey Alexander, Stewart Anderson
8.	3:48 – 3:54pm	Break	
9.	3:54 – 4:09pm	Annual Review of the Council Plan	Carmen Lawrence, Margaret Giudice
10.	4:09 – 4:24pm	Youth Council Review	Michael Swanson
11.	4:24 – 6:10pm	General business	

Councillor Briefing – 16/03/2016



# Assembly of Councillors

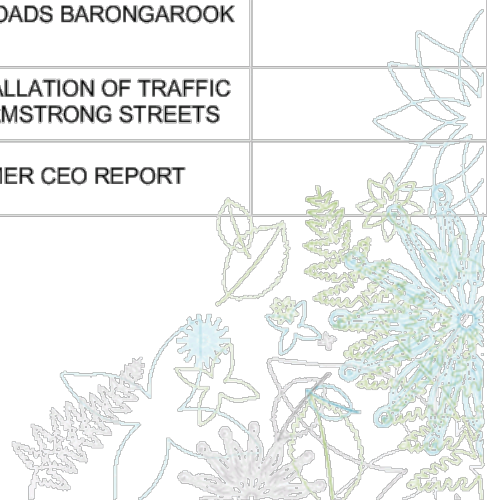
1.	<b>INVITEES:</b> Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King		
2.	<b>ATTENDEES:</b> Cr Buchanan, Cr Woodcroft, Cr Crook, Cr Hart, Sue Wilkinson, Brydon King, Ingrid Bishop, Mark Lyons, Jenny Wood, Alison Richardson, Andrew Kavanagh		
3.	<b>APOLOGIES:</b> Cr Russell		
4.	<b>ABSENT:</b> Cr Delahunty, Cr Smith		
5.	2:06pm	Declaration of Interest	
	<b>Councillor</b>	<b>Item No.</b>	<b>Reason</b>
	Cr Buchanan ( <b>left 3:03pm – returned 3:32pm</b> )	OM162303-18 NOTICE OF MOTION - FORMER CEO REPORT	There is reasonable likelihood that the benefits, obligation, opportunities or my circumstances would be directly altered if the matter is decided in a particular way
	Cr Buchanan( <b>left 2:38pm – returned 2:41pm</b> )	OM162303-5 FESTIVAL AND EVENTS SUPPORT SCHEME 2016-2017 - APOLLO BAY AUSTRALIA DAY COMMUNITY PICNIC, APOLLO BAY SEAFOOD FESTIVAL AND GREAT OCEAN ROAD MARATHON	Member of Apollo Bay Chamber of Commerce
	Cr Woodcroft ( <b>left 2:36 – returned 2:38pm</b> )	OM162303-2 EARLY YEARS PLAN 2015-2017	Spouse is employed in a manner where the Early Years Plan can influence her role
6.	2:09 – 2:16pm	OM162303-9 FESTIVAL AND EVENTS SUPPORT SCHEME 2016-2017 - OTHER EVENTS	Brydon King
7.	2:16 – 2:18	OM162303-13 CONTRACT 1601 - RETAIL ELECTRICITY, NATURAL GAS AND ASSOCIATED SERVICES (PROCUREMENT AUSTRALIA REF 1906/0625)	Mark Lyons
8.	2:18 – 2:25	OM162303-14 UPDATE INSTRUMENT OF DELEGATION - COUNCIL TO COUNCIL STAFF	Mark Lyons
9.	2:25 – 2:34	OM162303-15 ASSEMBLY OF COUNCILLORS	Mark Lyons





10.	2:34 – 2:35	OM162303-1 PLANNING SCHEME AMENDMENT C85 - REZONING OF LAND AT PART OF 15 FACTORY ROAD IN COROROOKE	Brydon King
11.	2:36 – 2:37	OM162303-2 EARLY YEARS PLAN 2015-2017	Brydon King
12.	2:38 – 2:40	OM162303-5 FESTIVAL AND EVENTS SUPPORT SCHEME 2016-2017 - APOLLO BAY AUSTRALIA DAY COMMUNITY PICNIC, APOLLO BAY SEAFOOD FESTIVAL AND GREAT OCEAN ROAD MARATHON	Brydon King
13.	2:42 – 2:49	OM162303-3 LAKE COLAC FORESHORE MASTER PLAN	Brydon King
14.	2:49 – 2:51	OM162303-4 COLAC TOWNSHIP - ECONOMIC DEVELOPMENT, COMMERCIAL AND INDUSTRIAL LAND USE STRATEGY AND PLANNING SCHEME AMENDMENT C86	Brydon King
15.	2:51 – 2:52	OM162303-6 FESTIVAL AND EVENTS SUPPORT SCHEME 2016-2017 - COLAC KANA FESTIVAL	Brydon King
16.	2:52 – 2:53	OM162303-10 ITEM FOR SIGNING AND SEALING - TRANSFER OF LAND - COROROOKE PUBLIC OPEN SPACE	Ingrid Bishop
17.	2:53 – 2:54	OM162303-12 ELECTION PERIOD POLICY	Mark Lyons
18.	2:55 – 2:55	OM162303-16 AUDIT COMMITTEE SUMMARY MINUTES 20160302	Mark Lyons
19.	2:55 – 2:59	OM162303-17 NOTICE OF MOTION - VICROADS BARONGAROOK CREEK BRIDGE	
20.	3:00 – 3: 03	OM162303-19 NOTICE OF MOTION - INSTALLATION OF TRAFFIC LIGHTS - INTERSECTION MURRAY AND ARMSTRONG STREETS	
21.	3:04 – 3:32	OM162303-18 NOTICE OF MOTION - FORMER CEO REPORT	

Councillor pre-meeting briefing – 23/03/2016





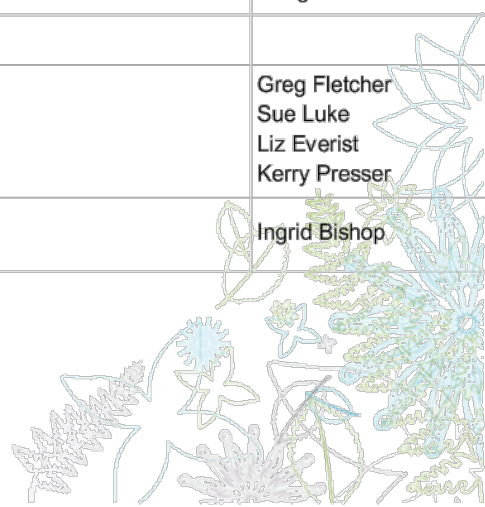
**Councillor Briefing**

**COPACC**

Wednesday 30 March 2016 2pm

# Assembly of Councillors

<b>INVITEES:</b>			
1. Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King			
<b>ATTENDEES:</b>			
Cr Buchanan, Cr Hart, Cr Russell, Cr Woodcroft (arrived 2:45pm), Sue Wilkinson, Brydon King, Ingrid Bishop, Mark Lyons (arrived 3:17pm), Sandra Wade, Doug McNeill, Travis Riches, David Testa, Daniel Fogarty, Ashley Roberts, Greg Fletcher, Sue Luke, Jenny Wood			
<b>EXTERNAL ATTENDEES:</b>			
Liz Everist, Kerry Presser			
<b>3. APOLOGIES:</b>			
Cr. Crook			
<b>4. ABSENT:</b>			
Cr Smith, Cr Delahunty			
5.	2pm	Declaration of Interest	NIL
	<b>Councillor</b>	<b>Item No.</b>	<b>Reason</b>
6.	2:05 – 2:25	Colac Business Awards Funding	Brydon King
7.	2:25 – 2:45	Lake Colac Update – Communicate with DELWP/Minister	Brydon King Travis Riches
8.	2:45 – 3:23	Bushfire briefing	Sandra Wade Doug McNeill
9.	3:23 – 3:32	Break	
10.	3:32 – 4:30	GROW and Beyond the Bell Presentations	Greg Fletcher Sue Luke Liz Everist Kerry Presser
11.	4:30 – 4:33	Stronger Communities	Ingrid Bishop

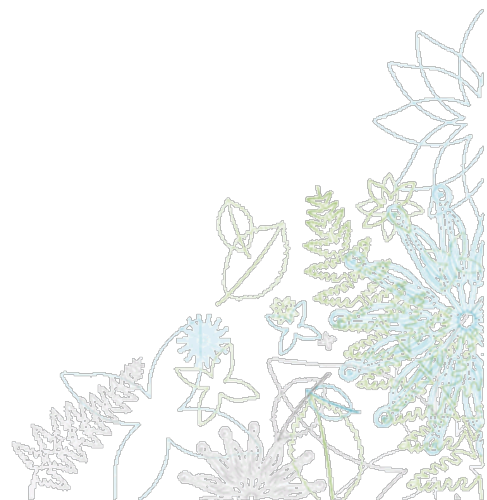


Councillor Briefing – 30/03/2016



12.	4:33 – 4:47	Review of Councillor Code of Conduct	Jenny Wood
13.	4:47 – 5:16	Budget workshop	Ashley Roberts David Testa Daniel Fogarty
14.	5:16 – 5:35	General business	

Councillor Briefing – 30/03/2016





Councillor Briefing

COPACC

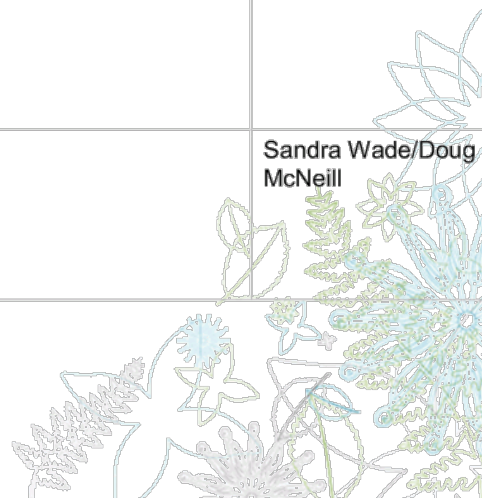
Wednesday 6 April 2016

2pm

# Assembly of Councillors

<b>INVITEES:</b>		
1. Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King		
<b>ATTENDEES:</b>		
2. Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Mark Lyons, Brydon King, Blaithin Butler, Ian Williams, Sandra Wade, Doug McNeill, Ian Seuren, Daniel Fogarty, Harry Timmermans, Greg Fletcher, Terry Maisey		
<b>APOLOGIES:</b>		
3. Sue Wilkinson, Ingrid Bishop		
<b>ABSENT:</b>		
4. Cr Smith, Cr Delahunty		
5.	2pm	Declaration of Interest
	<b>Councillor</b>	<b>Item No.</b>
		<b>Reason</b>
	Cr Buchanan (left 2:02pm – returned 3:02pm)	Planning committee reports A family member is an adjoining landowner of the planning applicant
	Cr Woodcroft (left 4:33pm and did not return)	OPASS Spouse is employed in a manner where the Early Years Plan can influence her role
6.	2:02 – 2:59pm	Planning Committee Reports Blaithin Butler/Ian Williams
7.	3:03-3:37pm	Bushfire briefing Sandra Wade/Doug McNeill

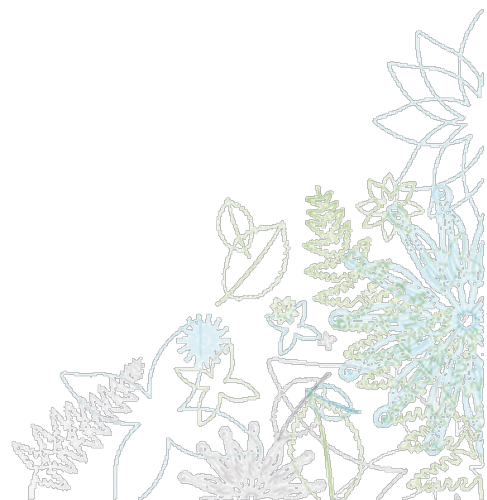
Councillor Briefing – 06/04/2016





8.	3:37 – 4:14pm	Budget Workshop	Mark Lyons Ian Seuren Daniel Fogarty Harry Timmermans
9.	4:14 – 4:33pm	General Business	
10.	4:33 – 5:20pm	OPASS Business Model	Greg Fletcher Terry Maisey

Councillor Briefing – 06/04/2016





### Assembly of Councillors Record

This Form MUST be completed and saved in TRIM by the attending Council Officer and the original soft copy returned within 1 business day to the Governance Officer. The Governance Officer must provide the original to IMS for filing within 1 business day. A copy of the completed form must be provided for reporting at the next Ordinary Council Meeting. *{See over for Explanation/Guide Notes}*

### Assembly Details:

Name of Advisory Committee: Central Reserve Advisory Committee

Date: 6/04/2016

Start Time: 5:15pm

### Assembly Location: Central Reserve – Hockey Rooms

(some e.g's. COPACC, Colac Otway Shire Offices, 2 - 6 Rae Street, Colac, Shire Offices – Nelson Street, Apollo Bay

### In Attendance:

Councillors: Cr Brian Crook.../...../.....  
...../...../.....

Officer/s: Ian Seuren – Manager Arts and Leisure .../  
Nicole Frampton – Recreation and Open Space Coordinator ..../  
...../...../.....

Matter/s Discussed: See attached meeting agenda.

Facilities and grounds maintenance reports, master plan implementation update

- Facilities and grounds maintenance reports
- Central Reserve master plan implementation update

(some e.g's. Discussion s with property owners and/or residents, Planning Permit Application No. xxxx re proposed development at No. xx Pascoe Street, Apollo Bay, Council Plan steering committee with Councillors and officers.)

### Conflict of Interest Disclosures: (refer page 5)

Councillors: Not applicable...../...../.....

Officer/s: Not applicable .../...../.....

Cr Crook; Mr Ian Seuren, Mrs Nicole Frampton left meeting at the conclusion of the meeting at 6:05pm

Completed by: Nicole Frampton – Recreation and Open Space Coordinator



**S80A(3)**

"If a Councillor attending an assembly of Councillors knows, or would reasonably be expected to know, that a matter being considered by the assembly is a matter that, were the matter to be considered and decided by Council, the Councillor would have to disclose a conflict of interest under section 79, the Councillor must....disclose either:

- (a) immediately before the matter in relation to the conflict is considered, or
- (b) if the Councillor realises that he/she has a conflict of interest after consideration of the matter has begun, as soon as the Councillor becomes aware of the conflict of interest, leave the assembly whilst the matter is being considered by the assembly."

**Sect 80B**

A member of Council staff who has a conflict of interest in a matter in which they have a delegated power, duty or function must:

- not exercise the power or discharge the duty or function,
- disclose the type of interest and nature of interest to the Chief Executive Officer in writing as soon as he/she becomes aware of the conflict of interest.
- In the instance of the CEO having a pecuniary interest, disclosure in writing shall be made to the Mayor and to the Council by no later than the next ordinary meeting of the Council.



**Assembly of Councillors Record**

This Form **MUST** be completed by the attending Council Officer and returned **IMMEDIATELY** to Document Management Co-ordinator for filing. A copy of the completed form must be provided to the Executive Officer to the CEO, Mayor & Councillors for reporting at the next Ordinary Council Meeting.

**Assembly Details:**

**Date:** 6 April 2016

**Time:** 5:15pm – 6:05pm

**Assembly Location:** Central Reserve – Hockey Rooms

**In Attendance:**

Councillors: Cr Brian Crook  
...../...../...../.....

Officer/s: Ian Seuren – Manager Arts and Leisure  
Nicole Frampton – Recreation and Open Space Coordinator  
...../...../...../.....

Matter/s Discussed: See attached meeting agenda.

.....FACILITIES AND GROUNDS MAINTENANCE REPORTS, MASTER PLAN IMPLEMENTATION UPDATE

.....  
(some e.g's. Discussion s with property owners and/or residents, Planning Permit Application No. xxxx re proposed development at No. xx Pascoe Street, Apollo Bay, Council Plan steering committee with Councillors and officers.)

**Conflict of Interest Disclosures:** (refer page 5)

Councillors: Not applicable  
...../...../...../.....

Officer/s: Not applicable  
...../...../...../.....

Left meeting at: At conclusion of the meeting at 6:05pm

Completed by: Nicole Frampton – Recreation and Open Space Coordinator



### Assembly of Councillors Record

This Form MUST be completed by the attending Council Officer and returned IMMEDIATELY to Document Management Co-ordinator for filing. A copy of the completed form must be provided to the Executive Officer to the CEO, Mayor & Councillors for reporting at the next Ordinary Council Meeting.

#### Assembly Details:

Date: 8/04/2016

Time: 9.00am

Assembly Location: .Colac Regional Selling Centre

(some e.g's. COPACC, Colac Otway Shire Offices, 2 - 6 Rae Street, Colac, Shire Offices – Nelson Street, Apollo Bay

#### In Attendance:

Councillors: Cr Buchan /...../...../.....  
...../...../...../.....

Officer/s: Tony White / Brydon King / Graeme Riches /

Matter/s Discussed:...Colac Regional Selling Centre operations & future directions

(some e.g's. Discussion s with property owners and/or residents, Planning Permit Application No. xxxx re proposed development at No. xx Pascoe Street, Apollo Bay, Council Plan steering committee with Councillors and officers.)

#### Conflict of Interest Disclosures: (refer page 5)

Councillors: ...../...../...../.....  
...../...../...../.....

Officer/s: ...../...../...../.....  
...../...../...../.....

Left meeting at: 10.09am

Completed by: Tony White

C:\Users\arichardson\AppData\Local\Hewlett-Packard\HP TRIM\TEMP\HPTRIM.4136\ID16 23602 Assembly of Councillors - Saleyards Advisory Committee Meeting - 20160408.DOCX



Councillor pre-planning committee  
meeting briefing COPACC

Wednesday 13 April 2016 9:00am

# Assembly of Councillors

1. <b>INVITEES:</b> Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King			
2. <b>ATTENDEES:</b> Cr Hart, Cr Crook, Cr Russell, Cr Woodcroft, Mark Lyons, Brydon King, Sue Wilkinson, Blaithin Butler, Ian Williams, Jane Preston-Smith			
<b>EXTERNAL ATTENDEES:</b>			
3. <b>APOLOGIES:</b> Ingrid Bishop, Cr Buchanan			
4. <b>ABSENT:</b> Cr Smith, Cr Delahunty			
5.	9:11am	Declaration of Interest	NIL
	<b>Councillor</b>	<b>Item No.</b>	<b>Reason</b>
6.	9:13 – 9:50AM	PC161304-1 BUILDINGS AND WORKS COMPRISING CONSTRUCTION OF ADDITIONAL BAKERY BUILDING, CAR PARK, ANCILLARY WORKS, BUSINESS IDENTIFICATION SIGNAGE, AND THE USE FOR MANUFACTURING SALES AT 85 IRREWARRA SCHOOL ROAD, IRREWARRA (PP302/2015-1).	Blaithin Butler Ian Williams





Councillor Briefing

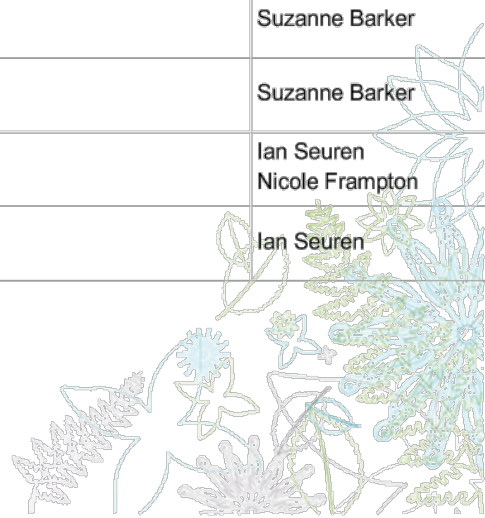
COPACC

Wednesday 13 April 2016 2pm

# Assembly of Councillors

<b>INVITEES:</b>		
1. Cr Buchanan, Cr Woodcroft, Cr Russell, Cr Hart, Cr Crook, Cr Smith, Cr Delahunty, Sue Wilkinson, Mark Lyons, Ingrid Bishop, Brydon King, Sandra Wade		
<b>ATTENDEES:</b>		
2. Cr Buchanan (left 2:44pm), Cr Russell, Cr Hart, Cr Crook (left 3:30pm), Cr Woodcroft (arrived 2:29pm), Mark Lyons, Ingrid Bishop, Brydon King, Sue Wilkinson, Suzanne Barker, Doug McNeill, Sandra Wade, Ian Seuren, Nicole Frampton, Daniel Fogarty		
<b>EXTERNAL ATTENDEES:</b>		
3. <b>APOLOGIES:</b>		
4. <b>ABSENT:</b> Cr Delahunty, Cr Smith		
5.	2:04pm	Declaration of Interest
		NIL
	<b>Councillor</b>	<b>Item No.</b>
		<b>Reason</b>
6.	2:05 – 2:25PM	Colac 2050 update
		Suzanne Barker
7.	2:25pm – 2:43pm	Apollo Bay Project Control Group
		Suzanne Barker
8.	2:43 – 3:00pm	Gellibrand Rex Norman Park Masterplan
		Ian Seuren Nicole Frampton
9.	3:00 – 3:05pm	Bluewater Business Review
		Ian Seuren

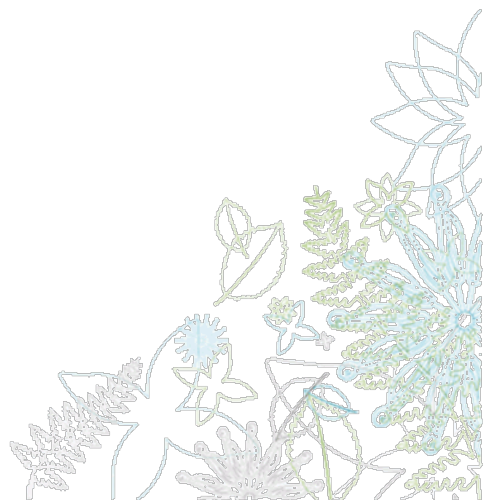
Councillor Briefing – 13/04/2016





10.	3:05 - 3:59pm	General Business	
11.	3:59 – 4:30pm	Draft Wye River & Separation Creek Resettlement Plan – External attendees	Sandra Wade Doug McNeill
12.	4:30 – 4:45pm	Draft Budget 2016/17	Daniel Fogarty

Councillor Briefing – 13/04/2016





**IN COMMITTEE**

**Recommendation**

***That pursuant to the provisions of Section 89(2) of the Local Government Act, the meeting be closed to the public and Council move “In-Committee” in order to deal with:***

<b>SUBJECT</b>	<b>REASON</b>	<b>SECTION OF ACT</b>
<b>Minutes of In-Committee Council Meeting held on 23 March 2016</b>	this matter deals with contractual matters; AND this matter may prejudice the Council or any person AND this matter deals with legal advice.	Section 89 (2) (d) & (f) & (h)
Notice of Motion – Role of the CEO	this matter deals with personnel matters AND this matter may prejudice the Council or any person	Section 89 (2) (a) & (h)
Notice of Motion – Role of the Mayor	this matter may prejudice the Council or any person.	Section 89 (2) (h)
Notice of Motion – Former CEO Report	this matter deals with personnel matters AND this matter may prejudice the Council or any person	Section 89 (2) (a) & (h)





**OM162704-15 MOTION TO REINSTATE THE CEO REPORT TO THE MONTHLY COUNCIL MEETING (CR CHRIS SMITH)**

TAKE NOTICE that it is my intention to move at the Ordinary Council Meeting of the Colac Otway Shire to be held on 27 April 2016:

That Council supports the reinstatement of the CEO Report to the monthly Council meeting.

**Attachments**  
Nil

**Recommendation:**

***That Council:***

***Considers the contents of this Notice of Motion.***

~~~~~


**OM162704-16 ALLOW HOLIDAY RENTAL RATED PROPERTIES TO DISPLAY
BROCHURES IN VISITOR INFORMATION CENTRES. (CR MICHAEL
DELAHUNTY)**

Background

Our Council has a number of rating categories including 'Holiday Rental'. This is any land that contains a dwelling, cabin, house or part of a house, that:

1. Is used for the provision of holiday accommodation for the purpose of generating income,
2. Is generally made available for holiday accommodation and provides a secondary or supplementary source of income.'

(Report OM142603-4 - Adoption of 2014-17 Rating Strategy)

Typically this class of operation comprises a 'bed and breakfast'

Income from Holiday Rental rating category is used in part;

'Contribution to tourism and economic development'

(Report OM142603-4 - Adoption of 2014-17 Rating Strategy)

However at some stage in the past, Council made a decision to restrict displaying of brochures in VICs to Tourism Businesses who are members of Great Ocean Road Regional Tourism (GORRT). This policy is consistent across the Council's in the GORRT region and the neighbouring Geelong Bellarine Tourism region. Operators can 'buy in' to Great Ocean Road Regional Tourism for a \$385 package to allow access to all the VIC's across the entire region, however a number of the smaller operators do not want to incur that level of expense nor require the extensive exposure that membership enables. GORRT have acknowledged that the price of the membership package may be high for some businesses and in 2016/2017 access to Visitor Information Centre's will be available for \$100 via purchase of basic products.

GORRT provides specific marketing tourism material that are used by Visitor Information Centre's to promote the region however, GORRT does not directly contribute to the operation of the Visitor Information Centre's across the relevant local Councils.

This situation would appear to contravene, to a degree, procedural fairness, as the B&B type operators concerned pay an elevated rate that goes in part to fund the operation of the Visitor Information Centre's but are excluded from this the primary tourist point of contact.

TAKE NOTICE that it is my intention to move at the Ordinary Council Meeting of the Colac Otway Shire to be held on 27 April 2016:

That Council:

1. Revokes any current policy which prevents shire residents currently classified and rated as 'Holiday Rental' from displaying promotional material in the Colac and Apollo Bay Visitor Information Centres (VIC).
2. Implements an immediate policy whereby VICs make provision to display suitable printed promotional material provided by businesses that are rated as 'Holiday Rental'.

3. Requests the CEO advise those operators currently paying 'Holiday Rental' rating category the outcome of Councils decision with regard to Points 1 and 2 of this Notice of Motion.

Attachments

Nil

Recommendation:

That Council:

Considers the contents of this Notice of Motion.

~~~~~

**IN COMMITTEE**

**Recommendation:**

***That pursuant to the provisions of Section 89(2) of the Local Government Act, the meeting be closed to the public and Council move "In-Committee" in order to deal with:***

<b><i>SUBJECT</i></b>	<b><i>REASON</i></b>	<b><i>SECTION OF ACT</i></b>
Apollo Bay Harbour – Expression of interest Process – Project control group nominations	this matter deals with personnel matters and this matter includes a resolution to close the meeting to members of the public	Section 89 (2) (a) & (i)