NOTICE OF ORDINARY COUNCIL MEETING
Tuesday 17 June 2025
in the Council Chambers, 43-51 Tanunda Road, Nuriootpa,
commencing at 5.30pm.

A recording of the meeting will be available to view on the Council's website.

Martin McCarthy
CHIEF EXECUTIVE OFFICER
THE BAROSSA COUNCIL

A G E N D A

Welcome by Mayor

1. ATTENDANCE RECORD

1.1 Members Present

Apologies

Nil

Not Present

Nil

Leave of Absence

Nil

2 CONFIRMATION OF PREVIOUS MINUTES

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MATTERS ARISING FROM PREVIOUS MINUTES

2.2.1 RESPONSE OF LOCAL GOVERNMENT ASSOCIATION OF SOUTH AUSTRALIA TO THE REVIEW OF 2022 LOCAL GOVERNMENT ELECTIONS

Author: Chief Executive Officer
25/41256

The final report into the findings of the review of the 2022 Local Government Elections was tabled at the April ordinary meeting of Council.

The Local Government Association on behalf of the sector has responded to the recommendations and this is hereby formally tabled for members information.

ATTACHMENTS

Attachment 1 Response to 2022 Local Government Elections Review

SUPPORTING REFERENCES

Nil

Helping local government
build stronger communities.

Strengthening local democracy in council elections

LGA response 2022 ECSA Council Elections report.

lga. South Australia

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Introduction

Response of LGA South Australia to the Electoral Commission of SA's 2022 Council Elections report.

The 2022 South Australian council elections were delivered during a period of notable transition for the local government sector. Amid legislative reform, increasing scrutiny and changing community expectations, councils played a critical role in the democratic process by supporting ECSA in conduct of the 2022 elections and encouraging community participation.

The Electoral Commission of South Australia (ECSA) 2022 Council Elections Report provides valuable insights into the delivery of the elections and proposes a comprehensive series of recommendations to improve future elections. These include changes to timing, voter participation, candidate nominations, compliance processes and the use of technology.

In response, LGA South Australia has developed this report to provide a clear view of the sector's position on the recommendations put forward by ECSA. Our response is informed by the long-standing advocacy, recent sector-wide consultation to the state government's Local Government Participation and Elections Review, and the experiences of councils in supporting council elections.

While we welcome the opportunity for continuous improvement, it is important any changes to the local government electoral framework are evidence-based, feasible to implement and strengthen public trust in the electoral process.

This report presents LGA's position on each of ECSA's recommendations, highlighting where the sector is broadly aligned, where concerns remain, and where further investigation is warranted. In our response, we have included additional recommendations from the local government sector to support improved electoral processes and outcomes.

Our aim is to support recommendations which lead to a modern, efficient and integrity-focused electoral system which meets the needs of South Australian communities and reflects the role councils play in upholding local democracy.

At the same time these recommendations are considered, LGA also looks forward to the outcomes and recommendations of the state government's Local Government Participation and Elections Review, which will provide further opportunities to strengthen South Australia's local government electoral framework.

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Key themes

The 2022 Council Elections Report highlights several important themes which have direct implications for local government. These themes underpin LGA's response.

Voter participation

While participation rose slightly to 32.9%, turnout remains low, especially in metropolitan areas. The gap between regional and metro voting rates continues, prompting a renewed focus on how to engage communities more effectively and encourage democratic participation at the local level.

Candidate attraction

A decline in candidate numbers, along with 36 uncontested elections and 2 failed elections, highlights the potential obstacles to nominations, particularly in smaller or regional councils. There is a need to better support candidates as they consider standing for election and ensure communities are represented.

Legislative change

The temporary disqualification of 45 elected members due to donation return requirements exposed how legislative complexity can have unintended and significant consequences. It underscores the need for clearer guidance and proportional mechanisms for non-compliance.

Rising costs and resource strains

The total cost to conduct the 2022 election was $9.82 million. Election delivery costs have increased significantly, which were noted to be driven by inflation, postage costs, growth in electors, ECSA staffing and logistics. The overlap of state and local government elections strained the electoral commission's resources, highlighting the importance of careful consideration around reform, alongside adequate planning and resourcing.

Integrity and trust

Increased complaints, concerns about social media conduct and isolated incidents of alleged voting fraud contributed to heightened public scrutiny. Attempts to undermine the integrity of local government elections must be taken seriously, and LGA encourages electoral reform to protect our democratic system.

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Responding to ECSA's Recommendations

1 Timing of the Council Elections

Section 5 (the LGE Act)

To support the provision of high quality and best practice electoral services to the South Australian community, change the fixed date of the council elections to the second Saturday in November in the year following a state election. Introduce transitional provisions to extend the term of currently elected members to expire in accordance with the next council elections.

LGA supports this recommendation

South Australian councils have formally endorsed the need for legislative changes which changes council elections to a year different from the year in which state elections are held. It is recommended this be achieved through transitional provisions to extend the next term of elected members to five years.

LGA supports local government elections being in November of the year following a state election and would seek changes to take effect with the next election in 2026. LGA will continue actively discussing this recommendation with the state government.

2 Council Supplementary Roll Applications

Section 14 (the LGE Act), Schedule 1, Part 2 (COA Act)

Modernise council roll application processes by amending section 14 of the LGE Act to remove the witness requirement and enable digital applications.

In section 14 of the LGE Act and Schedule 1, Part 2 of the COA Act, introduce a requirement for a natural person applying for the council roll to supply identification and proof of residence as required by the returning officer.

LGA defers to ECSA's expertise on this technical recommendation.

In LGA's response to the state's Local Government Participation and Elections Review LGA noted an appetite for restricting the voting franchise in local government elections. A working group should be established with the Office of Local Government, ECSA and LGA to formalise recommendations for potential changes.

3 Voters Roll Build

Section 15 (LGE Act), Schedule 1, Part 2 (COA Act)

Amend section 15 of the LGE Act and Schedule 1, Part 2 of the COA Act to ensure the roll is brought up-to-date three weeks after the roll close date, and therefore prior to nominations opening to ensure that the eligibility of people who nominate for election can be assessed efficiently.

LGA defers to ECSA's expertise on this technical recommendation.

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Responding to ECSA's Recommendations

4 Access to the Voters Roll

Section 15 (the LGE Act), Schedule 1, Part 2 (COA) Act

Amend section 15(15) of the LGE Act and Schedule 1, Part 2 of the COA Act to allow candidates, at any time between the declaration of nominations and polling day, to request from the returning officer a copy of the voters roll for an election, excluding any candidate declared elected in accordance with sections 25(1) and (1a) of the LGE Act.

LGA is generally supportive of this recommendation.

This proposed amendment would clarify that access to the voters roll commences from the declaration of nominations, rather than from the close of nominations as currently worded. It also transfers responsibility for providing the roll from individual councils to ECSA.

Subject to the continuation of current practice – namely, that only a hard copy (not an electronic copy) of the roll is provided, and that the existing penalty provisions in subsection 20 remain, LGA is generally supportive of this recommendation. It would reduce the administrative burden on councils during the election period and streamline roll distribution.

5 Declaration of Nominations

Section 29 (the LGE Act)

Maximise the opportunity to ensure that people who intend to nominate for election can do so validly by changing the time for the draw for position on the ballot paper by amending: section 29(3)(a) of the LGE Act to allow the draw for position on the ballot paper to be conducted on the day following the close of nominations at a time determined by the returning officer; and section 25(1) to allow the declaration of candidates elected unopposed to be conducted at the same time as the draw for position on the ballot paper.

LGA defers to ECSA's expertise on this technical recommendation.

LGA is generally supportive of this recommendation, noting the particularly high workload for electoral officers in the period immediately before and after the close of nominations.

6 Avoidance of Supplementary Election

Sections 7, 8 (the LGE Act)

Amend the definition of 'election failure' under section 7 to include that receiving less nominations than the number of vacancies means the election has partially failed to provide a direct connection with section 6(1)(a). Amend section 8(1a) to apply to candidates elected under section 25(1a) to clarify that councils may only appoint a person to a vacant office after a supplementary election has failed.

LGA is generally supportive of this recommendation.

As a point of clarification, councils may appoint a person to fill a remaining office only in the event of a failed supplementary election. LGA is generally supportive of this recommendation.

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Responding to ECSA's Recommendations

7 Nomination Eligibility Requirements

Section 17 (the LGE Act), Schedule 1, Part 3 (COA Act)

Consider the nomination eligibility criteria and whether the LGE Act, COA Act or regulations should be amended to introduce any further eligibility criteria.

LGA is generally supportive of this recommendation.

In a submission to the state's Participation and Elections Review, LGA supported the introduction of mandatory screening arrangements, while cautioning that too many obstacles could discourage potential candidates from nominating. LGA supports further exploration of flexible arrangements, such as requiring screening to occur prior to a councillor taking their oath of office.

Noting this recommendation relates to the principle of nomination eligibility, rather than proposing specific changes, LGA is generally supportive and would welcome the opportunity to engage with the state government to explore appropriate ineligibility criteria and/or nomination prerequisites for local government elections.

8 Appointment of Deputy Returning Officers

Section 10 (the LGE Act)

Remove section 10(3) so that the ability to appoint a deputy returning officer for an area is solely the returning officer's responsibility.

LGA is generally supportive of this recommendation.

Noting conflict of interest and impartiality considerations, LGA is generally supportive of this recommendation. Legislative change should not explicitly preclude a returning officer from appointing a council officer to any position considered appropriate in the circumstances of the election. This may include a remote location with limited availability of suitable officers to perform relevant tasks.

9 Telephone Assisted Voting

Section 41A(8) (the LGE Act)

Amend section 41A (8) of the LGE Act, or amend the regulations, to expand the eligibility criteria for prescribed electors to include people with disability.

LGA is generally supportive of this recommendation.

LGA is generally supportive of reasonable changes that assist people with disabilities to engage in the election processes in an efficient manner.

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Responding to ECSA's Recommendations

10 Commencement of Counting

Section 47 (the LGE Act)

Amend section 47(1)(b) of the LGE Act to extend the period between close of voting and commencement of the scrutiny and counting of votes by making ballot papers available on the third business day following the close of voting to allow adequate time to prepare for scrutiny and count processes and support staff health and wellbeing.

LGA is generally supportive of this recommendation.

Acknowledging the sound rationale for the proposed change on health and wellbeing grounds, LGA is generally supportive of this recommendation.

An alternate change to achieve similar outcome could be to amend the polling day and close of voting to coincide with a Monday, rather than the current Thursday. This would enable final processing and transporting of materials to council offices across the state on the first business day (Tuesday), commencement of the count on Wednesday and conclusion on the Thursday and Friday.

Consideration could also be given on the conduct of the most complex and/or remote counts, including those in the lower South East and Eyre Peninsula which are repeatedly impacted by transporting issues, to be performed in Adelaide, acknowledging the implications for scrutineer attendance.

11 Conduct and Direction of Scrutineers

Section 66 (the LGE Act)

Consistent with recent Electoral (Miscellaneous) Amendment Act 2024, amend the LGE Act to introduce standards of conduct for scrutineers and offences with penalties for obstructing the exercise of electoral duties. Electoral officers should have the ability to direct a person to leave a location where electoral activities are being exercised, and this should be coupled with a requirement to comply with a reasonable direction.

LGA is supportive of this recommendation.

LGA heard anecdotal evidence and member feedback of poor scrutineer behaviour during the 2022 elections and supports changes which assist the appropriate management of unacceptable or inappropriate behaviour.

12 Misleading Information

LGE Act
Amend the LGE Act to prohibit people and groups from misleading or deceiving electors in relation to how they should mark their ballot papers and/or exercise their vote.

LGA is supportive of this recommendation.

LGA supports changes that assist the appropriate management of misleading information.

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Responding to ECSA's Recommendations

13 Reject Envelopes Without Date of Birth

Sections 39, 47(2) (the LGE Act), Schedule 1, Part 7 (COA Act)

To provide additional measures to ensure the authenticity of returned postal voting pack, amend section 39 of the LGE Act by deleting subsection 10 and removing the reference to a voter's date of birth in subsection 11. Amend section 47(2)(a) to compel the returning officer to reject any envelope where the date of birth does not, to the satisfaction of the returning officer, correspond with the date of birth of the elector. Amend Schedule 1, Part 7 of the COA Act accordingly.

LGA is supportive of this recommendation.

LGA supports changes that improve the vetting of voting papers.

14 Definition of Candidate

Section 4, Part 14 (the LGE Act), Schedule 1, Part 8 (COA Act)
Consider defining the term 'candidate' either as an explicit deeming provision or in Part 14 of the LGE Act and Schedule 1, Part 8 of the COA Act for the purpose of providing disclosure returns.

LGA defers to ECSA's expertise on this technical recommendation.

15 Definition of Conclusion of Election

Sections 4, 6, 25, 50, 51, 70, 80, 91A

Review the actions, activities, and events under the LGE Act and COA Act dependent on the definition of the 'conclusion of the election' and introduce a consistent definition of the term. Interdependent activities should relate to a fixed date for all elections, such as polling day.

LGA defers to ECSA's expertise on this technical recommendation.

LGA is aware of continuing confusion by council officers and elected members about the differing conclusion dates for elections. We support a consistent approach, such as a defined term and/or fixed date (polling day). This would need to consider any ancillary changes and consequences to ensure they are properly addressed, such as any consequential impacts on work activities/timing, or council member allowances.

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Responding to ECSA's Recommendations

16 Disclosure and Lodgement Periods

Section 80 (the LGE Act), Regulation 11A (the LGE Regulations), Section 24B (COA Act)

Parliament should consider the appropriate disclosure period, however suggestions for amendments to the LGE Act are provided as follows:

- Amend section 80 so that the second campaign donation return is due within 30 days of polling day, not within 30 days after the conclusion of the election.
- Amend the disclosure period to be the same for 'new' and 'not new' candidates as a fixed period, such as 12 months prior to polling day.
- Introduce a specific disclosure period for each disclosure return i.e.: the disclosure period for the first campaign donation return (and any large gifts received in the same period) commences 12 months prior to polling day and concludes at the close of nominations; and the disclosure period for the second campaign donation return (and any large gifts received in the same period) commences on the day after the close of nominations and concludes on polling day.
- Amend regulation 11A to specifically refer to the prescribed period. Amend section 24B in the CoA Act 1998 to provide the same disclosure period commencement date for 'new' and 'not new' candidates.

LGA is generally supportive of this change.

LGA acknowledges the intent of this recommendation to improve clarity and consistency in the disclosure and lodgement framework for local government elections.

The proposed amendments outlined by ECSA provide a basis for reform and would likely reduce confusion and administrative risk. However, LGA strongly encourages the state government to ensure these requirements are clearly communicated and supported by improved candidate education and guidance materials in the lead-up to future elections.

17 Large Gift Returns

Sections 81A, 81B the LGE Act, Regulation 11A (LGE Regulations)

Amend the LGE Act to remove the requirement for candidates to lodge large gift returns, including the requirement for candidates to lodge large gift returns in between elections, and the annual reporting period under regulation 11A.

If large gift returns are retained, amend regulation 11A to define 'year' as a calendar year. This definition should also be updated in regulation 6 of the City of Adelaide (Elections and Polls) Regulations 2010.

LGA is generally supportive of this change.

LGA generally supports changes to provide greater clarity for candidates and elected members on their obligations and the implications of non-compliance.

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Responding to ECSA's Recommendations

18 Disclosure Returns Non-Compliance Penalties

Section 80 the LGE Act, Regulation 11A (LGE), Section 24B (COA Act)

Amend section 54(1)(h) of the LGE Act 1999 to remove the automatic triggering of a casual vacancy for non-compliance with campaign donation return requirements. A more suitable penalty such as the suspension of entitlements should be considered. Ensure this also applies to members elected in accordance with the CoA Act 1998.

Further, amend the LGE Act to disqualify previous candidates who were not compliant with the returns requirements from being an eligible candidate for a recount under section 6A until the non-compliance is resolved.

Amend section 17 so that the failure to lodge a return disqualifies an individual from nominating as a candidate in future elections until the non-compliance is resolved.

LGA is supportive of this change.

LGA generally supports changes which provide greater clarity for candidates and elected members on their obligations and the implications of non-compliance, and to provide a reasonable tiered penalty system for non-compliances that exceed 30 days, such as:

- preventing commencement of office in first instance for a pre-existing non-compliance by a candidate
- suspension of (prescribed) entitlements such as member allowance, training and development, reimbursement of expenses, other council provided support for a new or continuing non-compliance by an elected member
- disqualification and/or removal from office for continuing non-compliance.

The 2022 council elections highlighted significant issues in the administration of campaign donation returns, with 45 elected members initially disqualified due to non-compliance with lodgement requirements. This caused considerable disruption and concern for councils, elected members and communities, and prompted urgent intervention by LGA to call for legislative change to retrospectively reinstate those affected. The experience demonstrated that current provisions are overly complex, and penalties are not commensurate with the nature of non-compliance.

LGA has previously raised concerns that a single missed deadline, often due to confusion or administrative error, can result in an unduly severe consequence, including automatic disqualification.

LGA supports the introduction of a graduated or tiered penalty arrangement that distinguishes between administrative oversights and deliberate non-compliance. A more proportionate approach would better align with community expectations and reduce the risk of disproportionate outcomes.

19 Filling Casual Vacancies

Section 6 (the LGE Act)

Amend section 6(2)(c) to apply to vacancies occurring within 12 months of polling day for the periodic elections or designated supplementary elections.

Amend section 6A(2) so that the initial declaration required by operation of section 6A(2)(b) (and subsequently regulation 3A (1)) is the only necessary declaration.

LGA defers to ECSA's expertise on this technical recommendation.

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Additional recommendations for electoral reform

1 Public Display of Candidate Nominations Prior to Close of Nominations

Section 19A of the LGE Act

LGA supports amendments to the Local Government (Elections) Act 1999 to allow candidate nominations to be publicly displayed progressively as they are accepted, rather than only after the close of nominations.

Councils and returning officers have consistently advised the approach introduced in 2022, which withholds all nominations until the close of the nomination period, limits transparency, reduces early engagement and contributes to a last-minute rush of lodgements. This is noted in ECSA's report where 44% of candidates nominating in the final two days of the period.

In addition, the significant rise in supplementary elections due to insufficient candidate nominations highlights a concern that was far less prevalent under previous arrangements, where accepted nominations were progressively publicised. This change has resulted in an increased reliance on informal feedback from non-candidates—often based solely on attendance at candidate information sessions—rather than providing the community with transparent, factual information about who has formally nominated.

Allowing nominations to be displayed as they are submitted would:

- encourage a more even spread of candidate lodgements
- improve public confidence in the nomination process
- provide greater clarity for prospective candidates considering nominating
- assist councils and electoral officers in preparing for contested and uncontested elections.

While ECSA has raised concerns that public display could discourage candidates in smaller communities, LGA considers that, with appropriate education and processes in place, the benefits of transparency and operational efficiency outweigh these risks.

LGA recommends the state government to consider options for enabling earlier display of nominations in a way that supports both accessibility and candidate confidence.

2 Retain Flexibility to Remove or Maintain Wards

No legislative change proposed

While the current processes can be inefficient, LGA supports the underlying premise of the current regulatory arrangements, namely that councils have the flexibility to remove or maintain wards, based upon public consultation.

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Additional recommendations for electoral reform

3 Explore Compulsory Voting Models

No legislative change proposed

LGA recommends the state government explore options around the introduction of compulsory voting for local government elections in South Australia, aligning with state and federal electoral requirements.

Voter turnout in council elections remains consistently low, with participation at just 32.9% in 2022. This undermines the representativeness of elected bodies and contributes to diminished public confidence in local government decision-making. While councils actively promote participation, the voluntary nature of voting continues to limit engagement, particularly in metropolitan areas.

LGA acknowledges that further consideration would be required to assess the administrative, legislative and community impacts of this change, including costs, processes, enforcement and education mechanisms.

LGA welcomes the opportunity to work with the state government and ECSA to explore the feasibility, costs and benefits of introducing compulsory voting for council elections in South Australia.

4 LGA Funding as Partner Promotional Role

No legislative change proposed

LGA recommends the state government recognise and support a formalised partnership role for LGA in the advertising and promotion of local government elections.

While ECSA is responsible for delivering elections, as the peak body for local government LGA is uniquely positioned to engage local councils, support council election communication requirements, and promote participation in ways which reflect the diversity and needs of each region.

An expanded role for LGA, working alongside ECSA, would:

- leverage trusted council networks and communication channels
- enable consistent yet locally adaptable messaging across councils
- position the sector to address ongoing challenges with voter turnout, candidate attraction and election awareness.

LGA seeks to work collaboratively with the state government and ECSA to develop a shared communications framework for future elections which recognises the value of sector-driven outreach and invests in its delivery.

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Helping local government build stronger communities.

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PROCEDURAL ITEMS

3.3 NOTICE OF MOTION

3.3.1 CR PREECE - PUBLIC TOILETS

From: Councillor Bruce Preece
25/44024

PURPOSE

To debate the notice of motion put forward by Cr Preece to audit all public toilets.

NOTICE OF MOTION RECOMMENDATION

That Council instruct the Chief Executive Office to undertake an audit of all toilets in the Barossa Council Area as I have had multiple complaints from ratepayers and visitors into the poor state of council toilets and the report to be brought back to Council in the August Council meeting 2025 with the recommendations.

REPORT

Cr Preece has submitted a notice of motion pursuant to the *Local Government (Procedures at meetings) Regulations* which is tabled at the Attachment, part 1 of the email.

CEO Comments

There is already a program of regular inspection of public toilets on a quarterly rolling basis to address proactive maintenance and service needs.

Further there is an independent audit of all buildings currently underway as required for asset management and financial purposes and valuation needs for insurance which is undertaken on a 3-5 yearly basis.

Upon review of customer requests over the past 12 months there is nothing abnormal in requests which in the main are general maintenance needs. The only significant issues that have occurred are the graffiti and damage to the Public Toilets in Victoria Creek, Williamstown that have had to be closed on a number of occasions due to vandalism.

Council has already approved a program of upgrade, and this has already been presented to Council and approved as part of the budget and forward programs. The next three years of public toilet upgrades has been approved and we are awaiting the independent report to prioritise the works.

Facility	Year	$
Public Toilet Renewal and Capital Maintenance – provision awaiting outcomes of building audit underway	2024-25	125,001
Public Toilet Renewal and Capital Maintenance – provision awaiting outcomes of building audit underway	2025-26	120,000
Angaston Memorial Reserve*	2026-27	95,687
Public Toilet Renewal and Capital Maintenance – provision awaiting outcomes of building audit underway	2026-27	150,000
Public Toilet Renewal and Capital Maintenance – provision awaiting outcomes of building audit underway**	2027-28 to 2034-35	1,200,000
Total over current and ensuing 10 years		**1,690,688**

* Currently being scoped for alternative treatment in 2025-26 due to current structure condition and report will come back to Council early in the 2025-26 financial year.
** Does not include indexation.

Seeking to ask staff to undertake an audit would simply be duplicative noting what already occurs and a waste of resourcing. Once the independent audit is undertaken the information is added to our asset system and programs reviewed. That work will be completed by the end of the calendar year and can be briefed to Council if it wishes in preparation for the 2026-27 budget and does not require instruction as those processes and policies are already in place under the budgeting and asset management frameworks.

At the time of writing I have sought from Cr Preece what toilets are of concerns but have not received any response and could be included in the program for 2025-26 in place of others should an inspection of those specific toilets require priority.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Notice of Motion Email ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Legislative Requirements
Regulation 12 of the Local Government (Procedure at meetings) Regulations 2013

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Standards are already set and managed to that level/

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Resources for upgrades already made and will be reviewed once the building audit is completed.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Not required or recommended.

From: Cr Bruce Preece
To: Martin McCarthy
Subject: motions to Council (2)
Date: Sunday, 8 June 2025 3:40:31 PM

CEO Martin McCarthy,

(1)I would like to move a motion at the next Council meeting dated 17th of June 2025.
That the Barossa Council staff undertake an audit of all toilets in the Barossa Council Area as I have had multiple complaints from ratepayers and visitors into the poor state of council toilets. The report to be brought back to Council in the August Council meeting 2025 with the recommendations.
(2) I would like to move a motion to council for council staff bring back a report into connecting of mains water supply to Both Angaston ovals as the Bores have dried up. The report is to be brought back to Council with recommendations no later than the August council meeting 2025.
Regards.

Bruce Preece
Councillor
E: bpreece@barossa.sa.gov.au | T: 08 8563 8444 / Mobile: 0403 244 017

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We acknowledge the Ngadjuri, Peramangk and Kaurna people and their ancestral connection to land and pay respects to Elders past, present and emerging.

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Mayor's Report - June Meeting 2025

25/43436

MAY/JUNE

10/05/2025 Invitation to watch the inaugural Home Games of Barossa District Football and Netball Club versus South Gawler Football and Netball Club at Barossa Park.

13/05/2025 Meeting with the Chinese Delegation, including Leaders from Luzhou City to discuss deepening the relationship between Luzhou and the Barossa.

16/05/2025 Attended Irene Liebelt's funeral on behalf of the Council. Irene was a devoted community volunteer and passionate advocate for Lyndoch throughout her life. For 30 years, she served as the dedicated caretaker of the Lyndoch Institute (formerly Lyndoch Hall), taking great pride in maintaining its condition and ensuring it was always welcoming for users.

Irene joined the Lyndoch Community Committee, contributed to local events like the Christmas Party, and was a founding member of the Southern Barossa Alliance. After the hall's extension, she initiated monthly fundraising BBQs at the Lyndoch Community Market with her well-known motto: "It's for the community."
Her tireless volunteer work left a lasting legacy of community spirit and pride.

18/05/2025 Official opening event of the Nuriootpa Centennial Park – Barossa United Football Club.

Embarking on this project back in 2021, our aspiration was to deliver community infrastructure that delivered benefits to our local communities. We know participation in football is growing regionally and nationally and this facility is setting a new benchmark for football in South Australia and rivalling city facilities.

But this new precinct is not just about changerooms, clubrooms, pitches or lighting, it is about community participation, connecting our communities and providing a place to belong.
The event saw Round 10 RAA National Premier League fixtures with Adelaide United versus Adelaide City with U18's, Reserves and Seniors, in addition to various games played by Barossa United Football Club junior teams.

Pictured with Tony Pasin MP – Member for Barker, George Triandafyllidis, President of Barossa United Football Club and Dr Jane Rathjen on behalf of Michael Carter – CEO Football SA

21/05/2025 National Volunteer Week – Thankyou Luncheon held at Barossa Park to celebrate the theme of "Connecting Communities".

The Barossa truly embodies a spirit of volunteerism and this week recognises the invaluable contribution and dedication that each volunteer has had in shaping our community in meaningful ways.

In 2024, our dedicated volunteers contributed 25,250 hours to Council programs and services which would not exist without the participation of volunteers.

The following Service Recognition Awards were presented to:

- Peter and Mignon Sich – Nuriootpa Pool Working Group – 10 years
- Jean Fulwood – Barossa Regional Gallery – 10 years
- Di Smith – Barossa Regional Gallery – 10 years
- Max and Janet Krause – Barossa Bushgardens – 15 years
- Bev Dutschke – Community Transport – 15 years
- Malcolm Linke – Community Transport – 15 years
- Ray Duance – Barossa Bushgardens Committee – 25 years
- Les Hampel – Community Transport – 25 years

Pictured with Ray Duance

25/05/2025 Official opening of Barossa Park with a community day, with a place to connect and to belong. At $45.7 million dollars, Barossa Park is our largest and fastest infrastructure build ever, representing an enduring partnership with the State Government, thanks to the vision of Premier Peter Malinauskas.

Barossa Park launched in spectacular fashion for the 2025 AFL Gather Round, bringing 20,000 people to this ground and injecting around $13.5 million into our local economy.

Pictured with The Honorable Emily Bourke MLC – Minister for Recreation, Sport and Racing

29/05/2025 Regional opportunities roundtable discussion with Tony Piccolo MP Member for Light Town of Gawler Council, Adelaide Plains Council, Light Regional Council around regional collaboration.

3/06/2025 Connect on Country celebrating Reconciliation Week at the Barossa Bushgardens.

100 Aboriginal High School students from Nuriootpa, Kapunda, Gawler, Two Wells and Eudunda attended sessions with Aboriginal presenters Quenten Agius, Ngadjuri, Courtney Hunter-Hebberman, Peramangk and Jamie Agius, Kaurna.

MATTERS FOR INFORMATION

6.1 UPDATE ON COMMUNITY TRANSPORT SERVICE AND REFERRAL PAUSE

Author: Team Leader Community Programs
25/40889

Overview of Service and Referral Process

The Community Transport service, delivered under the Commonwealth Home Support Program (CHSP), provides essential transport support for eligible residents across our region. Referrals are received via the My Aged Care system and assessed through the Regional Assessment Service (RAS).

Temporary Pause on New Referrals

Effective 9 May 2025, a temporary pause on new Community Transport referrals has been implemented due to existing demand being higher than Councils funded service levels and resources. This pause will remain in effect until September 2025. This decision has been made to ensure the service continues to deliver safe, reliable, and compliant support to existing clients.

Service Review and Fee Structure Assessment

During the pause, the team will undertake an assessment and review current capacity, identify resource gaps, and determine whether additional funding or operational changes are needed to meet community demand in a sustainable manner.

This is in line with the following:

- The new Aged Care Act will take effect on 1 November 2025, introducing a range of changes, including updated regulatory requirements. This pause gives us time to review and update our systems, ensuring our service remains compliant and continues to meet community expectations under the new legislation.
- Changes to My Aged Care assessment processes have increased the time and resources needed to onboard new clients. Each new referral now requires more detailed intake and coordination, which impacts our ability to respond as efficiently as before.
- Demand for Community Transport is currently higher than our funded service levels (Attachment 1) under the Commonwealth Home Support Program (CHSP). To continue providing a reliable service to our existing clients, we must carefully manage how new referrals are coordinated and prioritised while ensuring we remain within the available resources.
- We have seen an increase in referrals for individuals who are eligible for transport but do not yet have an immediate need. To make the best use of our available resources, we've introduced a prioritisation process where referred individuals are contacted to confirm whether they have upcoming

transport needs. If there is no immediate need, the referral is placed on hold so we can prioritise those with more urgent requirements.

Stakeholder Communication and Ongoing Support

Key internal and external stakeholders have been notified of the temporary pause, including:

- Community Transport volunteers;
- Regional RAS team;
- Light Regional Council; and
- Barossa Area Fundraisers for Cancer.

To reduce disruption, staff are providing information about alternative local Community Transport providers to new enquirers during this time, these details can also be found on Council's website.

Referrals for clients undergoing cancer treatment will continue to be accepted to ensure uninterrupted support and maintain our strong partnership with Barossa Area Fundraisers for Cancer.

Next Steps and Status Review

The status of the referral pause will be reviewed in July 2025, based on current service capacity and demand to funded output levels. Following this review, updates will be shared with stakeholders to support the delivery of a coordinated service.

Thank you to our Volunteers and the Community Transport & Home Assist Team

To our incredible 44 Volunteer Drivers and Community Transport & Home Assist team, without your commitment and care, Council would not be able to operate this service. Your impact goes beyond service delivery; you make people feel seen, valued, and supported every day, which has transformed a program into a true community.

ATTACHMENTS

Attachment 1 Community Transport – Actuals Compared to Funded Outputs 2024-25 ⇩

SUPPORTING REFERENCES

Nil

Community Transport

Actuals Compared to Funded Outputs 2024/25

CHSP Transport	One Way Trips	Per Month	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Bus	4477	373	116	146	120	114	106	61	52	47	57	82	102
Cars			463	438	378	382	409	332	426	435	385	370	460
Total			579	584	498	496	515	393	478	482	442	452	562
	134%	5481	$13,971	$14,092	$12,016	$11,968	$12,427	$9,483	$11,534	$11,630	$10,665	$10,906	$13,561
			155%	**157%**	**133%**	**133%**	**138%**	**105%**	**128%**	**129%**	**118%**	**121%**	**151%**

Total funded outputs for 24/25

Total actual outputs by month

% of funded output achieved by month

% of funded output achieved for current year

MATTERS FOR INFORMATION

6.2 NEW PRACTICE DIRECTION 19 (MINOR VARIATIONS)

Author: Manager Development Services
25/43299

The State Planning Commission have written to Council as per Attachment 1 to advise that Practice Direction 19 (Minor Variations) is now operational. Minor variations are part of the South Australian planning system and a development may be accepted as a Deemed to Satisfy development, notwithstanding one or more minor variations.

The inconsistent application and consideration of minor variations in development applications are a long-standing area of contention in the planning system. The Expert Panel in their 2023 Planning System Implementation Review recommended introduction of a Practice Direction to guide how minor variations are assessed.

Practice Direction 19 will clarify and specify the steps that must be followed by any Accredited Professional when determining:

1. A variation to 'Deemed to Satisfy' criteria;
2. A variation to a previously authorised planning consent.

The State Planning Commission have also prepared a Frequently Asked Questions document to assist practitioners understand the background and intent of the practice direction.

The Practice Direction outlines the procedural steps to guide better and more consistent determinations including:

- Clarifying the jurisdiction of authorities to make determinations;
- Defining terms used;
- Principles for determining a minor variation;
- Precluding private Accredited Professionals from making decisions on minor variations when connected to public notification or referral triggers;
- Requiring appropriate justification to be documented in the SA planning portal.

The State Planning Commission will monitor the effectiveness of the Practice Direction for a 12 month period to inform other related Expert Panel recommendations such as Recommendation 5 (Phase 2) that "*only Planning Accredited Professional Level 1 (Assessment Manager) practitioners may determine minor variations*".

ATTACHMENTS

Attachment 1	Advice from State Planning Commission - New Practice Direction 19 - Minor Variations ⇩
Attachment 2	Frequently Asked Questions - Practice Direction 19 - Minor Variations ⇩

SUPPORTING REFERENCES

Planning, Development and Infrastructure Act 2016

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22968557

STATE PLANNING COMMISSION

83 Pirie Street
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Adelaide SA 5001

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23 May 2025

Dear Accredited Professional

New Practice Direction 19 (Minor Variations)

The inconsistent application and consideration of minor variations in development applications are a long-standing area of contention in the planning system (and the former planning system under the *Development Act 1993*).

I am pleased to advise that on 23 May 2025 the State Planning Commission (the Commission) published a new Practice Direction 19 (Minor Variations) to address this contention. The new practice direction is now operational and can be viewed on the Practice Direction's page on the PlanSA website.

The publication of Practice Direction 19 (Minor Variations) also addresses a recommendation from the Expert Panel in their 2023 Planning System Implementation Review. Minor variations were an area of the planning system that generated several submissions due to issues related to:

- delays in issuing development approvals, as councils were 'checking' planning consents granted by Accredited Professionals;
- the incorrect and unreasonable application of 'minor variations' to deemed-to-satisfy planning requirements; and
- the lack of a definition of minor variation in the legislative framework.

Practice Direction 19 will clarify and specify the steps that must be followed by any Accredited Professional (planning level 3 or higher) when determining:

1. a variation to deemed-to-satisfy criteria; or
2. a variation to a previously authorised planning consent.

The practice direction outlines the procedural steps to guide better and more consistent determinations, including:

- clarifying the jurisdiction of authorities to make determinations;
- defining terms used;
- principles for determining a minor variation;

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- precluding private Accredited Professionals from making decisions on minor variations when connected to public notification or referral triggers; and
- requiring appropriate justification to be documented in the SA planning portal.

The publishing of the practice direction follows on from targeted engagement of planning accredited professionals and peak industry bodies in 2024 and early 2025. The Commission thanks all those involved for your input and submissions.

A Frequently Asked Questions document is attached to assist practitioners understand the background and intent of the practice direction.

The Commission will monitor the effectiveness of the practice direction for a 12-month period to inform other related Expert Panel recommendations such as Recommendation 5 (Phase 2) that *"only Planning Accredited Professional Level 1 (Assessment Manager) practitioners may determine minor variations".*

Should you require further information about the new practice direction, please do not hesitate to contact PlanSA via email plansa@sa.gov.au or on 1800 752 664.

Yours sincerely

Craig Holden
Chair

Frequently Asked Questions

PlanSA

FOR PRACTITIONERS

Practice Direction 19 – Minor Variations

Q - What is Practice Direction 19 (Minor Variations)?

A – Practice Direction 19 (PD19) has been issued by the State Planning Commission under section 42 of the *Planning, Development and Infrastructure Act 2016* (the Act).

It sets out specific procedural requirements to support the operation of certain parts of the Act which allow for minor variations to development applications.

Q – Why did the Commission prepare PD19?

A – PD19 was prepared particularly to address the following Recommendation #6 of the Expert Panel's Review of the Planning System which stated: *"The Government, through Planning and Land Use Services, works with Assessment Managers to identify, and develop guidelines for minor variations that may be implemented by the State Planning Commission."*

More generally, the Commission also acknowledged that the matter of minor variations has been a contentious issue in the planning system for a long time and has heard many requests seeking better clarity on the issue from both relevant authorities and the development industry.

Q – When must PD19 be used?

A – PD19 must be applied in two specific situations:

(1) to determine whether a variation from a Deemed-to Satisfy (DTS) criteria in the Planning and Design Code is minor in nature; and

(2) to determine whether a variation to development previously granted Planning Consent is minor nature.

PD19 does NOT apply to other situations, such as determining whether or not to undertake public notification or an agency referral by virtue of a particular matter being deemed minor in nature.

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Government of South Australia
Department for Housing and Urban Development

Q – Does PD19 change who makes decisions on minor variations for DTS applications?

A – No. Only Planning Accredited Professionals levels 1, 2 or 3 can determine minor variations for DTS applications and this remains unchanged.

There are however certain clauses in PD19 that require that if a proposed variation to a DTS criteria would trigger public notification or a referral, then it cannot be determined to be a minor variation. In rare cases this may require a DTS application to be processed under the performance assessed pathway to then be assessed by a Level 1 Assessment Manager.

Q - Why didn't the Commission prepare a Practice Guideline for minor variations to DTS development under section 43(2)(b) of the Act?

A – Whilst this section of the Act provides that *"A practice guideline may specify variations that will, in relation to deemed-to-satisfy development, constitute minor variations",* the Commission decided that instead of specifying exact 'specific' variations that can only apply in limited situations, it is more effective and practical to provide principles that can be applied across the board to any proposed minor variation taking into account the particular facts and context of each proposal.

In addition, the Commission considered that specifying exact variations to Code DTS criteria is more appropriately addressed by amending the relevant DTS criteria via a Code Amendment. *As a hypothetical example, if a reduced primary road building setback (e.g. 5%) has been identified as being appropriate in all situations, then it would be more logical to simply reduce the relevant DTS setback criteria in the Code by 5%.*

Q – Does PD19 allow for more than one minor variation to occur?

A – Yes – certain clauses in PD19 allow for multiple variations to either DTS criteria or to a previous Planning Consent, however each variation must be individually considered against the principles to be able to be deemed minor in nature.

In the case of multiple or ongoing variations to a previous Planning Consent, the cumulative effect of all variations must be considered together as a whole and also must be compared to the original planning consent.

Q - Why is the division of land into more than 20 allotments excluded from the principles in PD19?

A – The Commission heard views during targeted engagement around the practicalities of considering variations to larger scale / greenfield land divisions. Such developments can often go through incremental adjustments during detailed design and/or through the ongoing roll-out of multiple stages over time. In many cases such variations are located internally within a significantly large site and would have no perceivable impacts to the adjacent land or locality.

The Commission agreed that it may be difficult to apply many of the principles in PD19 to such large-scale land divisions and that growth area Councils and SCAP are generally best placed to determine such minor variations on a case-by-case basis in accordance with existing procedures under the Act and Regulations.

Q – Will a minor variation need to be determined within a specific timeframe?

A – Not specifically, however PD19 does include clauses which require a determination to be made as 'expeditiously as possible' to align with the intent that variations must be considered 'insignificant' to qualify as a minor variation.

Q – Will the Commission be undertaking further initiatives relating to minor variations?

A – It is proposed that the Commission will monitor and review the effect that PD19 has on decisions on minor variations over the next 12 months to then determine if further initiatives are required.

Dependent on the findings of the effectiveness of PD19, this may then involve investigating whether to pursue other related Expert Panel recommendations such as Recommendation 5 (Phase 2) that *"only Planning Accredited Professional Level 1 (Assessment Manager) practitioners may determine minor variations".*

MATTERS FOR INFORMATION

6.3 RELEASE OF PUBLIC CONSULTATION OF THE ENGINEERING REQUIREMENTS FOR LAND DIVISION DESIGN STANDARD

Author: Manager Development Services
25/43307

The State Planning Commission has recently initiated the preparation of a Design Standard titled 'Engineering Requirements for Land Divisions'. Design Standards are a new planning instrument that complement the Planning and Design Code, with a focus on the public realm and infrastructure.

Council has received correspondence from the State Planning Commission advising of the Release on Public Consultation of the Design Standard, contained in Attachment 1. The draft Design Standard is contained in Attachment 2. The design standard sets out the requirements for civil infrastructure in the State's growth areas.

The Design Standard will provide a tool to support the planning, design, review, approval and delivery of public realm infrastructure as part of land divisions lodged with Council for assessment under the *Planning, Development and Infrastructure Act 2016*. The Design Standard for Engineering Requirements for land division will specify:

- Pavement design
- Stormwater design
- Road design
- Road corridor design
- Service infrastructure
- Water sensitive urban design
- Street landscaping including trees

If the Design Standard comes into effect, Council's 'Standards and Requirements for the Design, Construction and Development of Infrastructure Assets' will not have effect within the Concordia Growth Area but will continue to apply to all other areas of the Council.

The consultation period will run from 20 May 2025 to 15 July 2025. It is proposed to present a draft submission to Council for endorsement at the 15 July Council meeting.

ATTACHMENTS

Attachment 1 Advice from the State Planning Commission - Release on Public Consultation of the Engineering requirements for Land Division Standard ⇩

Attachment 2 Design Standard 1 - Engineering requirements for land divisions ⇩

SUPPORTING REFERENCES
Planning, Development and Infrastructure Act 2016

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222896300

STATE PLANNING COMMISSION

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20 May 2025

Mr Martin McCarthy
Chief Executive Officer
The Barossa Council

By email: barossa@barossa.sa.gov.au

Dear Mr McCarthy

Release on public consultation of the Engineering Requirements for Land Division Design Standard

Design standards are a new planning instrument that will complement the Planning and Design Code, with a focus on the public realm and infrastructure. Design standards promote good design in our streets, parks and other public places, and assist to manage the interface between the public and private realm, as well as contribute to efficiencies in the delivery of high-quality infrastructure in conjunction with development.

The State Planning Commission (the Commission) recently initiated the preparation of an engineering requirements for land division design standard pursuant to sections 69(1) and 73(1)(a) of the *Planning, Development and Infrastructure Act 2016* (the Act). The Commission will be the Designated Entity responsible for undertaking the preparation of the design standard.

The initiation of the Engineering Standards supports the South Australian Government's Housing Roadmap (the Roadmap) that seeks to address land supply, housing diversity and housing affordability across the State to help tackle the current housing supply crisis. The Roadmap identified that standardised engineering requirements (particularly in greenfield areas) has the potential to reduce the assessment timeframes of land divisions if developers have standard requirements to design and construct against, noting that this infrastructure will eventually vested to the local council.

The Engineering Standards will apply to greenfield areas within Master Planned Zones and aims to improve transparency and consistency of Local Government requirements and construction specifications. The previous work undertaken by the Commission in relation to residential driveway crossovers has also been incorporated into this work.

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The public and stakeholder engagement for the preparation of the design standard for engineering requirements will be undertaken from 20 May 2025 and will conclude on 15 July 2025.
The Engagement Plan for the Engineering Requirements for Land Division Design Standard is available on the PlanSA Portal via the following link: https://plan.sa.gov.au/our_planning_system/instruments/planning_instruments/design_standards. I have also enclosed a copy for your convenience.

The Commission is committed to working collaboratively with key stakeholders and Local Government throughout the implementation of design standards to refine the details, drafting of policy (where appropriate), and instructions to ensure the successful implementation of design standards.

Should you require further information, please do not hesitate to contact Cassia Byrne, Team Leader – Strategic Projects, Planning and Land Use Services, on 08 7133 2276 or via email Cassia.Byrne@sa.gov.au.

Yours sincerely

Craig Holden
Chair

Enc Engagement Plan – Design Standard Engineering Requirements for Land Division

DESIGN STANDARD 1

Engineering requirements for land divisions

STATE PLANNING COMMISSION

DRAFT FOR CONSULTATION

This design standard was adopted by the Minister for Planning under section 73(10) of the *Planning, Development and Infrastructure Act 2016* on [day] [month] [20XX]

Introduction

Section 69 of the *Planning, Development, and Infrastructure Act 2016* (the Act) allows the State Planning Commission to prepare design standards that relate to the public realm or infrastructure. Design standards form part of the Planning Rules and may supplement the Planning and Design Code by:

(a) specifying design principles; and

(b) specifying design standards for the public realm or infrastructure; and

(c) providing design guidance with respect to any relevant matter.

A design standard may:

(a) be linked to any spatial layer in the Planning and Design Code; and

(b) apply to any location specified in the Planning and Design Code, an infrastructure delivery scheme under Part 13 Division 1, or a scheme established under Part 15 Division 2.

Where relevant to the particular development, design standards must be considered in relation to any application:

(a) for planning consent under s 102(1)(a); and

(b) for land division consent under s 102(1)(c)(ii) and s 102(1)(d)(ii) and (iii); and

(c) involving encroachments under s 102(1)(d)(iii) and s 102(1)(e);

(d) involving an alteration to a public road for vehicular access as part of a development authorisation under s 221(3)(b) and s 234AA of the *Local Government Act 1999*.

In accordance with the above, this design standard specifies design principles and design requirements for infrastructure associated with land divisions within areas and circumstances identified in the scope of this standard.

DRAFT

Design Standard 1 – Engineering Requirements for Land Divisions

Part 1 – Preliminary

1. Citation

This design standard may be cited as *Design Standard 1 – Engineering Requirements for Land Divisions.*

2. Commencement of the Design Standard

This design standard will come into operation on dd mm yyyy

3. Object of the Design Standard

(1) The object of this design standard is to prescribe the standard requirements in relation to land division with respect to:

(a) Pavement design
(b) Stormwater design
(c) Road design
(d) Road corridor design
(e) Service infrastructure
(f) Water Sensitive Urban Design
(g) Street landscaping including trees

4. Interpretation

In this design standard, unless the contrary intention appears –

Act means the *Planning, Development and Infrastructure Act 2016.*

Activity Centre has the same meaning as in the Code.

Code means the Planning and Design Code.

Council means a council constituted under the *Local Government Act 1999*.

Design Principle provides the objectives that are sought to be achieved through the design requirements.

Design Requirement (DR) is the assessment criteria that must be met to satisfy the design standard.

Design Requirement Table (DRT) is supplementary quantitative information to a design requirement that must be met to satisfy the design standard.

Regulations means the *Planning, Development and Infrastructure (General) Regulations 2017*.

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Standard Drawing (SD) means detailed specifications for construction including dimensions, materials and construction methods.

Technical Manual means the *South Australian Growth Areas Technical Manual* and associated standard drawings. Provides technical detail and context for the design and construction relating to the corresponding section of the design standard.

In addition to the above, any definition contained within Chapter 2 of the *Growth Area and Greenfield Development Technical Manual* will also be included as a definition in this design standard.

Note: Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in an instrument made under an Act has, unless the contrary intention appears, the same meaning as in the Act under which the instrument was made.

Part 2 – Compliance

5. Compliance

(1) A person is taken to have complied with this design standard if they have satisfied the relevant design requirements and standard drawings.

(2) For the avoidance of doubt, the relevant authority may determine that one or more of the design requirements are not relevant to a proposed land division.

Part 3 – Design Standard

6. Scope of this design standard

(1) Subject to this clause, this design standard applies to all applications for consent under section 102(1)(c) of the Act involving:

(a) Division of land for residential purposes, or as part of a master planned development which is primarily for residential purposes; and

(b) The construction of a public road or infrastructure which is to be vested in a council; and

(c) Where the land the subject of the application for consent is located within the following zones in the Code:

i. Master Planned Neighbourhood Zone
ii. Master Planned Renewal Zone
iii. Master Planned Township Zone

(2) Design Requirements DR7.1 to DR7.8 (inclusive) relating to Water Sensitive Urban Design only apply in relation to land division applications involving the creation of more than 5 allotments.

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7. Assessment Provisions

1. STORMWATER DESIGN
Design Principle
Design of stormwater systems and stormwater management will be undertaken with consideration towards the technical detail provided within **Chapter 4 - Stormwater Design** of the **Technical Manual.** Stormwater drainage design in new developments is to be undertaken to achieve the following objectives: • collect, control and manage all stormwater generated from the development or project. • collect stormwater from a catchment and convey it to its receiving waters with minimal nuisance, danger, flooding, or damage to the environment. • prevent flooding of public and private property both within the catchment, upstream and downstream through adequate design of the development. • provide an effective outlet for all collected stormwater to a natural watercourse or approved outfall with outlet erosion control. • facilitate optimal water quality, as well as opportunities for stormwater harvesting and reuse; and • achieve these objectives without detrimentally affecting the environment, surface and subsurface water quality, the adjoining landowners in the vicinity of the stormwater drainage outlet and watercourses either upstream or downstream of the development.
Design Requirements
DR 1.1- Design of Stormwater The design of roads will be undertaken in accordance with the specifications of **Chapter 4 – Stormwater Design** of the **Technical Manual.**
DR 1.2 - Existing constraints Stormwater drainage design and the design and management of stormwater runoff must be in accordance with any current stormwater management strategies or catchment management plans in place under a deed of agreement, infrastructure scheme or regional stormwater management plan.

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DR 1.3 – Stormwater Management Plan

A Stormwater Management Plan (SMP) will be provided with the application for land division consent. The SMP will provide the following details (as applicable):

(a) catchment and sub-catchment plans
(b) conceptual stormwater drainage systems including treatment, detention, and retention
(c) detail of proposed stormwater discharge to the existing system
(d) water quality detail
(e) erosion management
(f) flood management
(g) electronic drainage model (DRAINS or approved equivalent)

The SMP will adopt the 'major / minor' approach to stormwater drainage systems as outlined in section 4.4 of **Chapter 4 - Stormwater Design** of the **Technical Manual** and will adopt the largest flow for the design of the stormwater system downstream of the connection point.

DR 1.4 – Major Stormwater drainage system

The stormwater drainage for the proposed division will be designed in accordance with the technical requirements for stormwater systems as detailed in **Chapter 4 - Stormwater Drainage** of the **Technical Manual.**

DR 1.5 – Stormwater Drainage Reserves

Where stormwater drainage reserves are proposed, the following provisions will be met:

(a) reserve widths must be able to accommodate a drain with sufficient capacity to cater for a major storm event.
(b) reserve design provides for an access or maintenance track along the top bank of the drain.
(c) stormwater drainage reserves are to be shown in the plan of division.
(d) any infrastructure such as pump stations, electrical equipment, water-quality treatment infrastructure or any other service must be sited with sufficient clearance for construction and maintenance.

DR 1.6 – Stormwater Drainage easements

Stormwater easements are not to be used, except in circumstances where discharge to the road reserve or existing drainage reserve cannot be achieved.

All easements will be shown on the plan of division and (unless otherwise required by the asset owner) such easements will be:

(a) 2 metres wide when the easement contains only a single drain or pipe less than 900mm in diameter: or
(b) 4 metres wide when the easement contains more than one drain or pipe, where they will be separated by a minimum of 1 metre.

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DR 1.7 – Retention & Detention Basins

Any stormwater retention and detention basins proposed will be clearly shown on the plan of division within a stormwater reserve and will:

(a) demonstrate they are required as part of a proposed drainage system.
(b) demonstrate any required stormwater retention or detention systems can be integrated into the existing stormwater drainage system.
(c) be free draining, except where it is demonstrated that a retention basin is required as part of a stormwater treatment system, for open space purposes or to mitigate existing stormwater system constraints.
(d) retention / detention basins should not be sited in areas identified as being affected by overland flooding.
(e) incorporate stormwater treatment, sedimentation traps and litter traps into the retention / detention basin design where required as part of a proposed stormwater system.
(f) where possible, look to join or expand existing basins.
(g) provide for a spill path in major storm and blockage events which does not cross residential properties.
(h) show stormwater inlets and outlets.
(i) provide for maintenance track access around the bank of basin.

DR 1.8 – Stormwater Basin Design

Where on-site detention is required prior to discharge into an existing stormwater drainage network, evidence will be provided to demonstrate that the rate of discharge and volume of on-site detention have been designed so that the existing stormwater drainage system will not be adversely impacted by the application.

DR 1.9 – Basin Access Requirements

Basin design will provide for appropriate access for their intended use including:

(a) where public access is to be provided the maximum batter slope for basins is 1:5.
(b) provision of all-weather access to basin and any associated structures, outlets, or pumps to enable maintenance to be carried out.
(c) where a basin is not intended for public use, it will be fenced to prevent general access.

DR 1.10 – Landscaping

Landscaping for stormwater basins and drainage systems will be provided where required as part of a stormwater treatment system, to prevent erosion or disturbance to banks, and to provide stabilization to battered slopes.

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2. ROAD DESIGN

Design Principle

Design of roads will be undertaken with consideration towards the technical detail provided within **Chapter 5- Road Design** of the **Technical Manual**

Aspects of road design not specifically referred to in this chapter, or the corresponding **Chapter 5 – Road Design** of the **Technical Manual** should be generally in accordance with the following documents:

- Austroads Guides
- Australian Standards
- Standard Drawings contained within Appendix A of the **Technical Manual**

Design Requirements

DR 2.1- Design of Roads

The design of roads will be undertaken in accordance with the specifications of **Chapter 5 - Road Designs** of the **Technical Manual.**

DR 2.2 – Design Vehicle

The design vehicle(s) to be adopted for roads within a land division will be selected in accordance with the current *Austroads Design Vehicles and Turning Path Templates*, except for instances in which a larger design vehicle is identified as being required to meet the specification of the refuse collection or emergency service provider for the land, in which case the larger design vehicle will be adopted as required.

DR 2.3 – Vehicle Turning Movements

Vehicle turning movements are to be examined for design vehicles and check vehicles using the current *Austroads Design Vehicle and Turning Path Templates* and roads are to be designed to meet the following requirements:

(a) the design vehicle can negotiate a left turn from the left lane without crossing opposite direction lanes or medians and without the need to reverse to complete the turning movement.
(b) the identified checking vehicle may impinge upon opposite lanes except where a median is present. Where a checking vehicle impinges on an opposite lane, adequate sight distances will be provided to allow the manoeuvre to occur.
(c) all intersection designs must be such that additional clearance from above ground structures is applied to the total swept path of the design vehicle of 600mm, unless otherwise specified.
(d) vehicle accesses and driveways are not to be used for turning movements
(e) all roadways, rights-of-way and vehicle crossings are to be designed to accommodate a standard vehicle (car).

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DR 2.4 - Kerb and Channel

Kerb and channel will be provided on both sides of all residential roads.

Edge strips are to be used for application within laneways.

DR 2.5 – Kerb Ramps

Kerb ramps will be provided at every corner radius where footpaths are proposed, with the location to provide connection to existing or future footpath networks.

DR 2.6 Footpaths

A footpath and pedestrian movement plan will be submitted which provides for the following minimum footpath widths:

(a) 3 metres for shared paths, adjacent bus stop areas and in front of commercial buildings and activity centres
(b) 1.8 metres when a footpath is proposed on one side of a road, 1.5 metres if located on both sides of a road

In instances where a footpath is to connect to an existing footpath network, or a division adjoins an existing land division approval, an alternate width which aligns with the adjoining network may be approved to achieve consistency in the pedestrian network.

DR 2.7 – Access to allotments

Vehicular access to all allotments within a land subdivision application must be provided for on the proposed plan of division.

DR 2.8 – Residential Crossovers

Vehicle crossings will be provided in accordance with detail contained within the **Standard Drawings of Appendix A** of the **Technical Manual**, unless site parameters do not allow for this design. In instances where the Standard Drawings cannot be achieved, vehicle crossing design will best align with the provisions of **Chapter 5- Road Design** of the **Technical Manual**.

DR 2.9 – Vehicle Crossings

Driveway crossovers to residential properties will be shown to achieve the following:

(a) maximum number of vehicle crossings to not exceed 2 crossings
(b) where 2 crossings are proposed, neither will exceeds 4 metres in width.
(c) where 2 crossings are provided, the minimum separation will be 9 metres or more.
(d) minimum width of a single crossing to not be less than 3 metres.
(e) maximum width of a single crossing will not exceed 6 metres.
(f) crossings to adjacent properties will either be fully combined, with a maximum width of 6 metres, or have a minimum separation to allow an on-street park between driveways.
(g) vehicle crossings to corner allotments are to be located a minimum of 6 metres from the tangent point of the kerb return at intersection of roads and 1 metre clear of pedestrian kerb crossings, street trees, signs, bollards and other street furniture in accordance with AS 2890.1.

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DR 2.10 – Roundabouts

Roundabouts are to be designed to comply with the following requirements:

(a) meet the requirements of the relevant Austroads publication.
(b) designed in accordance with detail provided within the **Standard Drawings of Appendix A** of the **Technical Manual**
(c) vehicular access to individual lots is not provided to or from the circulating roadway of a roundabout.
(d) landscaping of the central roundabout island will not be of such nature and height as to compromise the sight distance requirements for vehicles set out in the above standards and will not extend past a mature growth height of 200mm.

DR 2.11 – Intersection Design

Intersections are to be designed to function in a safe, convenient and appropriate manner for the type of road and will be in accordance with **Chapter 5- Road Design** of the **Technical Manual**.

Corner cut offs or truncations of suitable dimensions to allow adequate sight distance, are to be provided at all corners of new and upgraded intersections in accordance with the following:

(a) Vehicle design speeds of less than 50km/h – 3 x 3 metre truncation; or
(b) Vehicle design speeds greater than 50km/h – 5 x 5 metre truncation.

DR 2.12 – Culs-de-sac

Where a residential street proposes a cul de sac or a court, provision must be made for a standard 12.5 metre service vehicle (fire truck) to undertake a three-point turn manoeuvre on the pavement area.

Such turn around area and swept path detail must account for any potential on street parking or identify where parking restrictions would be required to facilitate the turning.

3. ROAD CORRIDOR

Design Principle

Design of road corridors will be undertaken with consideration towards the technical detail provided within **Chapter 6- Road Corridor Design** of the **Technical Manual.** The design and construction of roads and allotment accesses should meet or exceed the requirements of the Austroads, the Act and relevant Australian Standards

The application and consideration of this design standard is not intended to apply to pre-existing road hierarchies or established network management plans, except for where the volume of traffic generated from a development would be sufficient to change the classification or hierarchy of an existing road, which would require assessment by the Relevant Authority.

The road classification referred to within this Design Principle relates specifically to the design and construction of new or upgraded roads associated with a development.

Design Requirements
DR 3.1 – Design of Road Corridors The design of roads will be undertaken in accordance with the specifications of **Chapter 6 - Road Corridor Designs** of the **Technical Manual.**
DR 3.2 – Road Classification The classification of residential streets within any development should be in accordance with the 'DRT 6.1 Metropolitan Road / Street Characteristics Table' of **Chapter 6** – **Road Corridor Design** of the **Technical Manual.** Road classifications will be consistent with future traffic requirements and generation movements envisaged for the subject land or area following completion of the development or (where applicable) under a deed of agreement, infrastructure deed or Infrastructure Scheme as may apply to the land.
DR 3.3 – Road Design and Street characteristics The design of roads, road reserve widths and road carriageway widths are to be designed in accordance with the requirements of **Chapter 6 – Road Corridor Design** of the **Technical Manual.** The road function will provide the following: (a) ultimate traffic volume and the type and volume of commercial vehicles (b) where identified in a road hierarchy plan, road carriageway width should include allowance for on street parking, cycle lanes/paths, footpaths and underground services (c) road verges should include allowance for footpaths and shared paths landscaping, WSUD (where required), street trees and street lighting (d) minimum verge width (see DRT 6-1 of **Chapter 6 – Road Corridor Design** of the **Technical Manual**) to provide for the mature growth of a street tree with significant canopy (e) street trees should have a minimum 2.4 metres tree zone to allow for growth and pruning to provide vertical height clearances (f) shared paths where identified are to be 3 metres wide (g) footpaths, where provided on only one side of the street are to be a minimum of 1.8 metres and in all other circumstances 1.5 metres and to be suitable for pedestrians and cyclists; and (h) location for waste bins.

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4. PAVEMENT DESIGN
Design Principle
Design of pavement will be undertaken with consideration towards the technical detail provided within Chapter 7- Pavement Design of the Technical Manual. Pavement design will be undertaken with regard to the intended function of the proposed road or roads, nature and frequency of movement and the topography and soil characteristics of the subject site.
Design Requirements
DR 4.1- Design of Pavement The design of pavement will be undertaken in accordance with the specifications of Chapter 7 - Pavement Design of the Technical Manual.
DR 4.2- Minimum Design Traffic The minimum design traffic to be used for the design of a road classification will be in accordance with DRT 7.1 Design Traffic.
DR 4.3 – Flexible Sealed Road Pavements Road pavement designs will be identified as providing for a minimum 30-year design life.
DR 4.4 – Concrete Street Pavements Concrete Street Pavement designs will be identified as providing for a minimum 30-year design life.
DR 4.5- Interlocking Pavers Interlocking block street pavements are not to be used unless: (a) required for traffic calming purposes. (b) required for stormwater design and treatment purposes; and/or (c) required for retention of regulated or significant trees.
DR 4.6- Interlocking Pavers Design Where approved pursuant to DR 4.5, Interlocking pavers will be designed in accordance with the following: (a) minimum 30-year design life (b) have a road slope not exceeding 10% (c) provide for suitable drainage on slopes of 5% or more; and (d) be in shape ‘type A’ in a herringbone pattern

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DR 4.7 Permeable Pavers

Permeable Pavers are not to be used unless required for:

(a) stormwater design and treatment purposes; and/or
(b) retention of regulated or significant trees

5. EARTHWORKS DESIGN

Design Principle

Design of earthworks in land divisions will be undertaken with consideration towards the technical detail provided within **Chapter 8 - Earthworks Design** of the **Technical Manual**

Earthworks associated with a land division involving activities such as lot filling, constructing basins, stormwater drainage systems (including open channels), levee banks, access tracks, excavation, flood protection devices, overland flow paths or other associated activities should look to minimise unnecessary fill or excavation and have regard to the surrounding site levels to inform design.

Design Requirements

DR 5.1 Design of Earthworks

The design of earthworks will be undertaken in accordance with the specifications of **Chapter 8 – Earthworks Design** of the **Technical Manual.**

DR 5.2- Site Levels

Site levels will ensure that the finished surface of any lot filling is equal to or above the 1% annual exceedance probability (AEP) flood level and that a future dwelling or structure is able to achieve a finished floor level of buildings at a minimum of 300mm above the 1% AEP flood level.

Where this cannot be achieved, plans must demonstrate that the development is otherwise protected from a 1% AEP flood event.

DR 5.3 – Bulk Earthworks Plans

Bulk earthworks plan for a division must demonstrate:

(a) that existing stormwater runoff storage areas or flow paths are not obstructed
(b) the anticipated extent of all cut and fill which will allow the site to drain; and
(c) earthworks grading away from the location of future dwellings and structures.

DR 5.4 – Sloping Sites

All new allotments on sloping sites will be graded, cut, or filled, such that a minimum grade of 1 in 200 is achieved along the low side of the allotment towards the stormwater drainage outlet.

DR 5.5 - Flow Paths

No water is to be directed to flow into adjoining properties unless one or more of the following are met:

(a) the water flow is part of an existing watercourse and pre-existing stormwater conditions are maintained; and/or
(b) an easement for stormwater purposes is in place on the adjoining land and pre-existing stormwater conditions are maintained; and/or
(c) connection into existing infrastructure is provided and pre-existing stormwater conditions are maintained

6. SERVICE INFRASTRUCTURE

Design Principle

Design of service infrastructure will be undertaken with consideration towards the technical detail provided within **Chapter 9 - Service Infrastructure** of the **Technical Manual**

Service infrastructure will be provided to all new allotments in a manner and form as would be expected to ensure that services are provided in an appropriate and accessible manner for all new owners.

Design Requirements

DR 6.1 – Design of Service Infrastructure

The design of service infrastructure will be undertaken in accordance with the specifications of **Chapter 9 – Service Infrastructure** of the **Technical Manual.**

DR 6.2 - Undergrounding of services

All services, including communications and electricity, are to be placed underground to the requirements of the relevant service providers.

DR 6.3 – Tree Protections

New land divisions will ensure that existing and proposed trees are protected and will provide for the following:

(a) tree root barriers are to be installed a minimum 750mm radius of newly planted trees (measured from the trunk of the tree) from new services or to the extents of the established tree canopies.
(b) new services to not be installed within a minimum 750mm radius of newly planted trees.
(c) new services to not be installed in the root protection zone of regulated and significant trees.

DR 6.4 – Street Lighting

Street lighting is to be provided throughout any land division in accordance with Australian Standard AS/NZS 1158

DR 6.5 - Location of Services

Pad-mounted transformers, switching cabinets and pump stations which are to be located within a proposed reserve should be situated:

(a) in an area with reduced visibility.
(b) away from locations near play equipment, BBQ or picnic areas or active recreation furniture and located in corners of reserves.
(c) not adjacent to collector roads or shared paths; and
(d) with landscape screening to obscure structures associated with the services and infrastructure.

DR 6.6 - Accessibility

Electrical cabinets and similar associated infrastructure will be located in accessible locations, accessible from a public road and with appropriate easements shown on the relevant plan of division.

DR 6.7 - Plan of Division

Transformers, pumping stations and electrical cabinets are to be shown on a plan of division and are to be excluded from any open space calculations as shown on the relevant plan of division.

DR 6.8 - Potable water and wastewater provision

All new allotments are to be provided with potable water and wastewater connections.

7. WATER SENSITIVE URBAN DESIGN

Design Principle

Design of urban environments will be undertaken with consideration towards the technical detail provided within **Chapter 11- Water Sensitive Urban Design** of the **Technical Manual.**

Water Sensitive Urban Design (WSUD) principles may be used within urban environments to achieve water management outcomes for pollutant load reductions and green infrastructure. WSUD outcomes will look to mitigate adverse water quality impacts such as such as sediments, nutrients, and hydrocarbons into receiving waterways, degrading water quality and aquatic ecosystems.

The use and application of WSUD in stormwater treatment for land division will be undertaken against the following considerations that systems should:

- preserve natural features and support ecological features
- preserve the natural hydrological behaviour of sites
- safeguard the quality of surface water and groundwater.
- incorporate water into the urban landscape to enrich the aesthetic, social, cultural, and ecological features.

Design Requirements
DR 7.1 – Design of Water Sensitive Urban Design The design of urban environments will be undertaken in accordance with the specifications of **Chapter 11 – Water Sensitive Urban Design** of the **Technical Manual.**
DR 7.2 – Pollutant Load Reductions Stormwater systems will achieve the following mean annual pollutant loads, when compared to the unmitigated stormwater runoff. (a) 80% for Total Suspended Solids (TSS) (b) 60% for Total Phosphorus (TP) (c) 45% for Total Nitrogen (TN) (d) 90% for Gross Pollutants (GP)
DR 7.3 – Water Treatment In designing a system to meet the water quality requirements identified in DR 7.2, the applicant must confirm if WSUD devices and management techniques are proposed for stormwater quality, or what other method may be proposed.
DR 7.4 - design of WSUD systems and devices Where WSUD devices or stormwater management systems are proposed under DR 7.3, they will be designed in accordance with the requirements of **Chapter 11- Water Sensitive Urban Design** of the **Technical Manual.**
DR 7.5 - Vegetation Vegetation species identified for use within bioretention systems will be consistent with DRT 11-1 of **Chapter 11 – Water Sensitive Urban Design** of the **Technical Manual.**
DR 7.6 - Access A dedicated access into an end-of-line bioretention basin, swale and any Gross Pollutant Trap for maintenance of inlet and outlet structures is required, either via adjacent road or driveways or by provision of a maintenance path.
DR 7.7 - WSUD and Proprietary devices Where a WSUD system or device is proposed which meets the requirements of **Chapter 11 – Water Sensitive Urban Design** of the **Technical Manual**, but is not a device or system preferred by the council, the Relevant Authority may specify an alternate device which is to be used in place of the proposed, provided that such device meets the following requirements: (a) the device has comparable performance relating to water quality; and (b) the device is of a comparable cost and is readily obtainable.

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DR 7.8 - Vegetated Swales

Where vegetated swales are proposed to provide water quality treatment they are not to be used for urban development where the swale is required to cross residential driveways.

8. STREET LANDSCAPING INCLUDING TREES

Design Principle

Design of street landscaping will be undertaken with consideration towards the technical detail provided within **Chapter 10 - Street Trees** of the **Technical Manual**

The design and planting of street trees in new divisions will have regard to the following provisions:

- street trees are a legacy for the community. Maximise planting of trees in all streets and retain existing trees wherever possible.
- street trees should contribute to the overall unity of the streetscape, through their layout, scale and character. Careful selection of the tree species will provide scale and visual cohesion to the street. Beyond this generic design intent for the street trees, trees can also form landmarks, contribute to both contextual character and the general amenity of a place.
- select the most appropriate tree species to satisfy the design intent and the physical conditions of the site both natural and manmade. Respond to other functional requirements such as solar access, vehicle clearances etc.
- optimise soil conditions for trees. Locate trees to maximise available soil volume. Ensure there is a sufficient quantity and quality of soil within the anticipated root zone to support the intended mature tree and that adequate moisture is provided to that zone.
- street trees need adequate water to flourish. Street tree location and design should optimise passive watering of all street trees.
- minimise infrastructure and functional conflicts. Locate trees and utility services to minimise potential conflicts between street elements and functions, such as streetlights being blocked by the tree canopy, or car doors being opened into tree trunks.
- where appropriate integrate water sensitive urban design (WSUD) initiatives with the provision of street trees

Planting of new and protection of existing trees will occur with a view to contributing towards the Greater Adelaide Regional Plan target of achieving 30% tree canopy cover across Greater Adelaide by 2051.

Design Requirements

DR 8.1 – Design of Street Landscaping

The design of street landscaping will be undertaken in accordance with the specifications of **Chapter 10 – Street Trees** of the **Technical Manual.**

DR 8.2 - Tree Planting

Street trees will be provided within the road reserve at the following rates:

(a) 1 tree will be planted per single frontage allotment with a frontage of 10 metres or less.
(b) 1 tree will be planted every 8 metres on allotments with a frontage greater than 16 metres.
(c) 3 street trees to be provided to corner allotments.
(d) 1 tree will be planted every 8 metres where not located adjacent a dwelling.

DR 8.3 – Quality of Stock

All tree stock supplied for installation will meet the requirements of Australian Standard AS 2303.

DR 8.4 – Tree Stock Dimensions

All trees to be a minimum height at time of planting of 2 metres, have a minimum pot size of 45 litres, and a minimum calliper of 30mm.

DR 8.5 - Planting Detail

Street trees will be planted and established in accordance with the detail provided within the **Standard Drawings** in **Chapter 10 - Street Trees** of the **Technical Manual**.

DR 8.6 - Tree Species

Street trees will be selected from the endorsed species list contained within **Chapter 10 - Street Trees** of the **Technical Manual**.

Alternatively, street trees will be selected from the approved species list of the Relevant Authority in which the site is located.

Where a species is proposed, a Relevant Authority may nominate a substitute species in place of the proposed species provided that:

(a) the species is readily available; and
(b) the cost for the planting and establishment of the species is comparable.

DR 8.7 - Tree Locations

The precise location of all street trees is to be shown on the landscaping plan. Trees are to be located such that the centre of the tree is a minimum distance of

(a) 2 metres from nearest property boundary, and
(b) 1 metre from the face of kerb or edge of road
(c) centrally located in the verge where possible or as specified by the Relevant Authority.

DR 8.8 - Corner Cut Offs

No street trees are to be planted on road corners where corner cut-offs apply.

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DR 8.9 - Tree Identification All street trees will be shown on a landscaping plan detailing location, species and indicative location of services and driveways.
DR 8.10 - Infrastructure Separation Street trees are to be setback from infrastructure in accordance with **Chapter 10 - Street Trees** of the **Technical Manual.**
DR 8.11 - Existing Trees All existing regulated or significant trees (including trees located outside the site boundary but with a canopy overhanging the development land) will be shown on an 'Existing Tree Survey Plan' which provides the following detail: • the Tree Protection Zone (TPZ) and Critical Root Zone (CRZ); and • the location of any roads, structures, services or infrastructure associated with the proposed division.

Versions

Version 1 xx xx xxxx

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MATTERS FOR INFORMATION

6.4 CONSULTATION ON THE NEW LOCAL GOVERNMENT COMMUNITY ENGAGEMENT CHARTER

Author: Executive Business Partner
25/43508

The Minister for Local Government has released a Draft Community Engagement Charter for public consultation (Attachment 1). Once finalised, the Charter will enable the final elements of the *Statutes Amendment (Local Government Review) Act 2021* to be commenced.

The Community Engagement Charter replaces previous consultation requirements in the *Local Government Act 1999* with a new framework that sets out engagement principles, five categories of consultation, and associated minimum actions. The categories are:

- Significant (Annual Business Plan and Rating Policy)
- Significant
- Standard
- Local
- Inform

The Charter sets out mandatory requirements including publishing information, holding public meetings, inviting submissions and more. For lower-impact decisions, councils may simply be required to notify affected communities or provide accessible information.

We encourage Council to consider the draft in detail and provide feedback however see no significant issue at office level.

Consultation closes on Sunday, 29 June 2025

ATTACHMENTS

Attachment 1 Local Government Community Engagement Charter for public consultation ⇩

SUPPORTING REFERENCES

Local Government Community Engagement Charter | YourSAy

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Community Engagement Charter

Principles

This charter has been prepared taking into account the following principles contained in section 50(2) of the *Local Government Act 1999*—

(a) members of the community should have reasonable, timely, meaningful and ongoing opportunities to gain access to information about proposed decisions, activities and processes of councils and to participate in relevant processes;

(b) information about issues should be in plain language, readily accessible and in a form that facilitates community participation;
(c) participation methods should seek to foster and encourage constructive dialogue, discussion and debate in relation to proposed decisions, activities and processes of councils;
(d) participation methods should be appropriate having regard to the significance and likely impact of proposed decisions, activities and processes;
(e) insofar as is reasonable, communities should be provided with information about how community views have been taken into account and reasons for decisions or actions of councils.

Categories

In recognition of the fact that the matters included for community engagement in this Charter have differing levels of impact on councils' communities, this Charter establishes four categories of engagement and requirements that are appropriate to each group.

- **Significant — annual business plan and rating policy**: decisions related to a council's adoption of its annual business plan or proposed changes to the basis of its council rates.
- **Significant**: decisions that a council makes that have a significant impact on most or all ratepayers and residents, or the wider community or area.
- **Standard**: decisions that a council makes that benefit from community input across the council area.
- **Local**: decisions that impact an identifiable smaller group of residents/ratepayers or a local area.
- **Inform**: matters where councils provide information to a community impacted by a decision.

Mandatory requirements definitions

Where the Charter includes a mandatory requirement, the following table provides more information about actions that must be taken at a minimum to meet that requirement for community engagement.

While these actions are mandatory, councils should actively consider all activities that should be undertaken for each matter that it is consulting on to give community members the best chance to make their views known. In particular, councils should undertake additional engagement for matters that have greater significance, greater community interest or a greater impact on communities.

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In this Charter 'community' means groups or people that are impacted by or interested in a particular council decision or action. This may include residents, ratepayers, businesses, children and young people, local communities, groups, and associations.

Additionally, whenever a council is preparing information to support engagement, it should be in plain language, readily accessible and in a form that facilitates community participation.

Mandatory requirement	**Mandatory minimum actions to achieve the mandatory requirements**	**Mandatory requirement that applies to matters categorised as:** (X indicates that the mandatory requirement applies)				
		Significant — annual business plan and rating policy	**Significant**	**Standard**	**Local**	**Inform**
News publication	• Publish information about the matter in a news publication that is locally produced and available in the council's area.	X	X	X	X	
Public meeting	• Hold a public meeting where the local community is invited to provide submissions (written or verbal) on the matter. The public meeting may be part of the council meeting or a separate event.	X				
Council meeting invitation	• Invite people who have made a written submission to attend a council meeting to speak to their submission before the decision is made.		X			
Website notice	• Publish information about the matter that can be easily found on a council website.	X	X	X	X	X

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Mandatory requirement	**Mandatory minimum actions to achieve the mandatory requirements**	**Mandatory requirement that applies to matters categorised as:** (X indicates that the mandatory requirement applies)				
		Significant — annual business plan and rating policy	**Significant**	**Standard**	**Local**	**Inform**
Consult with the whole council area	• Consider appropriate forms of notifications to the council area. • Consider whether additional information or notification should be made available to the community to bring their attention to the matter and to support participation.	X	X	X		
Consult with local community	• Consider appropriate forms of notifications to the area within the council affected by the council decision or action. • Consider whether additional information or notification should be made available to the local community to bring their attention to the matter and to support participation.				X	
Information to whole council area	• Provide information to the whole of the council's community as it may be directly affected by a council decision or action.					X
Information to local community	• Provide information to the local community that may be directly affected by a council decision or action.					X

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Mandatory requirement	**Mandatory minimum actions to achieve the mandatory requirements**	**Mandatory requirement that applies to matters categorised as:** (X indicates that the mandatory requirement applies)				
		Significant — annual business plan and rating policy	**Significant**	**Standard**	**Local**	**Inform**
Seek and consider feedback from the community	• Consider how best to invite feedback from the community including advice about how the feedback will inform the council's decision. • Ensure an appropriate period of time is provided to enable communities to provide feedback.			X	X	
Seek and consider feedback from the community — significant matters	• Consider how best to invite feedback from the community including advice about how the feedback will inform the council's decision. • Provide a minimum public consultation period of 21 days to enable the community to provide feedback. • Include a summary of public consultation feedback to the council ahead of the decision.	X	X			
Explain decision-making process	• In material prepared explain what the council proposes to do, why it proposes to do it, and what it seeks to achieve. • Explain how community feedback will inform the council's decision.	X	X			

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Mandatory requirement	**Mandatory minimum actions to achieve the mandatory requirements**	**Mandatory requirement that applies to matters categorised as:** (X indicates that the mandatory requirement applies)				
		Significant — annual business plan and rating policy	**Significant**	**Standard**	**Local**	**Inform**
Invite submissions	• Provide information about how people and organisations can make a submission, including timeframe.	X	X			

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Matters (in legislative order)

Category	Matter	Act reference	Description
Significant	Representation reviews	Section 12(7) of the *Local Government Act 1999*	Consultation that a council undertakes when it is doing a review of its internal representation (including possible changes to its ward structure, number of council members, change of council or ward names).
Inform	Minor changes to opening hours and place of council offices	Section 45(3) of the *Local Government Act 1999*	A council's decision about the manner, places and times at which its offices will be open to the public, where the impact of the decision would be minor.
Standard	Substantial changes to the opening hours and place of council offices	Section 45(3) of the *Local Government Act 1999*	A council's decision about the manner, places and times at which its offices will be open to the public, where the impact of the decision would be substantial.
Standard	Community engagement policy	Section 50A(6) of the *Local Government Act 1999*	Councils must consult before adopting its community engagement policy, which is the document that demonstrated how the council will consult in accordance with this charter and on other matters.
Standard	Council behavioural support policies	Section 75F(6) of the *Local Government Act 1999*	Consultation that a council undertakes when it is proposing to adopt behavioural support policies.
Standard	Access to meetings and documents	Section 92(5) of the *Local Government Act 1999*	How councils ensure that council documents are made available and accessible to community members.
Significant	Strategic Management Plans	Section 122(6) of the *Local Government Act 1999*	The development and review of a council's strategic management plan. Strategic management plans lay out the council's strategic directions for a future ten-year period, including council's long-term financial plan and infrastructure and asset management plan.

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Category	Matter	Act reference	Description
Significant — annual business plan and rating policy	Annual Business Plan	Section 123(3)(b) of the *Local Government Act 1999*	Adopting an annual business plan. Annual business plans set out the decisions a council makes each year on the rates and income they will receive and how they will spend these funds.
Significant — annual business plan and rating policy	Basis of rating	Section 151(5)(e) of the *Local Government Act 1999*	Consultation that a council takes when it is proposing changes to the basis of its council rates, including declaring differential rates; imposing a separate rate, service rate or service charge; changing the basis on which land is valued for the purposes of rating.
Significant	Differential rating and special adjustments	Section 156(14a)(b) of the *Local Government Act 1999*	Consultation that a council takes when it is proposing changes to its use of differential rating.
Significant	Revocation of classification of land as community land	Section 194(2)(b) of the *Local Government Act 1999*	Consultation that councils must undertake before revoking the community land status of any land that is community land.
Significant	Community Land Management Plans — adoption	Section 197(1) of the *Local Government Act 1999*	Before a council adopts a community land management plan, it must undertake consultation.
Significant	Community Land Management Plans — significant amendments	Section 198(3) of the *Local Government Act 1999*	If a council amends a community land management plan, and the amendment has a significant impact on the community, it must undertake consultation.
Significant	Alienation of community land by lease or licence	Section 202(2) of the *Local Government Act 1999*	Consultation that a council undertakes when it is proposing to lease or licence community land.

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Category	Matter	Act reference	Description
Inform	Council is proposing a permit or authorisation for alteration of a road or use of roads for business purposes	Section 223(1) of the *Local Government Act 1999*	Consultation that a council takes when there are works on a road that require the council's permit and authorisation, and where traffic will be impeded for less than 48 hours and the council ensures that a detour is in place.
Local	Council is proposing a permit or authorisation for alteration of a road or use of roads for business purposes	Section 223(1) of the *Local Government Act 1999*	Consultation that a council takes when there are works on a road that require the council's permit and authorisation, and where traffic will be impeded for more than 48 hours (with a detour in place) or where no detour will be available.
Local	Consultation on proposed planting of vegetation on a road	Section 232(b) of the *Local Government Act 1999*	Consultation that a council takes when it proposes or authorises or permits for planting street trees or other vegetation on council roads, if the planting may have a significant impact on residents, nearby business or advertisers in the area.
Standard	Power to make orders	Section 259(2)(b) of the *Local Government Act 1999*	Councils must have policies in place on how they make orders relating to hazards on land adjoining a public place and the inappropriate use of a caravan or vehicle as a place of habitation and must consult before they adopt these policies.
Inform	Election information	Section 13A(2) of the *Local Government (Elections) Act 1999*	Councils must provide information, education and publicity for local government elections.

MATTERS FOR INFORMATION

6.5 DRAFT CHANGES TO PRACTICE DIRECTION 14 - SITE CONTAMINATION ASSESSMENT

Author: Manager Development Services
25/43561

The State Planning Commission has written to Council as contained in Attachment 1 in respect to proposed changes to Practice Direction 14 (Site Contamination Assessment). Practice Direction 14 sets out the framework for how site contamination is considered as part of development assessment in South Australia.

The proposed edits to the Practice Direction 14 are contained in Attachment 2.

Practice Direction 14 has been operating in South Australia since 19 March 2021. The State Planning Commission have identified need to review the Scheme to reduce the regulatory burden and cost for lower risk scenarios where site contamination investigations are proving to be unwarranted.

Draft changes to the Practice Direction 14 are as follows:

- Reduce the 7 tier land use sensitive hierarchy to 4 tiers, such that lower risk changes of use will not require site contamination investigations;
- Amend the land use terminology in the hierarchy to be consistent with the definitions and terms contained in the Planning and Design Code to avoid confusion and ambiguity;
- Provide additional guidance in relation to the use of Reserved Matters for site contamination investigations; and
- Add additional exemptions for the following lower risk scenarios:

    - A change of use from tourist accommodation to a dwelling when using an existing building;
    - Development of vacant land that is covered by native vegetation;
    - Dwelling applications where the associated land division has already been subject to site contamination investigations.

Feedback is requested until 1 July 2025. It is proposed that staff will be making submission in relation to the proposed changes within the consultation timeframe. A related Code Amendment entitled '*Site Contamination Development Assessment Scheme Code Amendment*' will be placed on-hold in the meantime.

ATTACHMENTS

Attachment 1	Advice from State Planning Commission - Draft changes to Practice Direction 14 - Site Contamination Assessment ⇩
Attachment 2	Marked up and final version - draft changes - Practice Direction 14 - Site Contamination Assessment ⇩

SUPPORTING REFERENCES

Planning, Development and Infrastructure Act 2016

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22990199

STATE PLANNING COMMISSION

83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001

08 7109 7466
saplanningcommission@sa.gov.au

3 June 2025

Mayor Michael Lange
The Barossa Council

By email: mayor.lange@barossa.sa.gov.au

Dear Mayor Lange

The State Planning Commission seeks your views on draft changes to Practice Direction 14 (Site Contamination Assessment).

The Site Contamination Assessment Scheme has been operating in South Australia since March 2021. The Commission has identified the need to review and amend the Scheme to reduce the regulatory burden and cost for lower risk scenarios where site contamination investigations are proving to be unwarranted.

Draft changes are proposed to:

- Reduce the 7-tier land use sensitivity hierarchy to 4 tiers, so that lower risk changes of use will not require site contamination investigations
- Amend land use terminology in the hierarchy to be consistent with the definitions and terms in the Planning and Design Code, avoiding confusion and ambiguity
- Provide additional guidance around the use of reserved matters for site contamination investigations
- Add additional exemptions for the following lower risk scenarios:
    - A change from tourist accommodation to a dwelling when using an existing building
    - Development of vacant land that is covered by native vegetation
    - Dwelling applications where the associated land division has already been subject to site contamination investigations.

A copy of the draft changes is attached for your review and feedback.

Feedback can be emailed to plansasubmissions@sa.gov.au until **1 July 2025.**

The Commission has placed the Site Contamination Development Assessment Scheme Code Amendment on hold while changes to Practice Direction 14 are considered. The Commission will evaluate the effectiveness of changes to Practice Direction 14 before proceeding with the Code Amendment.

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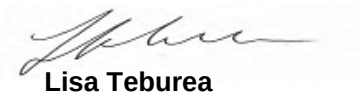
Should you require further information, please do not hesitate to contact Ms Rhiannon Hardy from Planning and Land Use Services within the Department for Housing and Urban Development on 08 7133 2315 or via email at: Rhiannon.Hardy@sa.gov.au.

Yours sincerely,



Lisa Teburea
Acting Chair

Cc Mr Martin McCarthy, Chief Executive Officer, The Barossa Council - mmccarthy@barossa.sa.gov.au

Enc Draft changes to Practice Direction 14 (Site Contamination Assessment) - FOR CONSULTATION
Draft changes to Practice Direction 14 (Site Contamination Assessment) – (Marked-Up Version)

PRACTICE DIRECTION 14

Site Contamination Assessment 2021

STATE PLANNING COMMISSION

This practice direction is issued by the State Planning Commission under sections 42 and 127 of the *Planning, Development and Infrastructure Act 2016*.

Introduction

Section 42 of the *Planning, Development and Infrastructure Act 2016* allows the State Planning Commission (the "Commission") to issue practice directions for the purposes of the Act. Generally, practice directions specify procedural requirements or steps in connection with a matter arising under the Act. In certain cases, the Act provides that a particular matter may be addressed or dealt with by a practice direction.

Section 4 of the Act sets out rules that relate to a change in the use of land, which is a form of development under the Act. This practice direction is part of a scheme that provides for requirements that apply in relation to the assessment of potential site contamination when land use changes to a more sensitive use or where a land division proposes a sensitive use. Because site contamination is linked to land use, bringing about a change in land use can cause site contamination (under section 103D(2) of the *Environment Protection Act 1993* and regulation ~~51~~ 49 of the *Environment Protection Regulations* ~~*2009*~~*2023*) even though the person who brought about the change of use may not be the original polluter.

In particular, this practice direction sets out some forms and related requirements that will support various requirements under the *Planning, Development and Infrastructure (General) Regulations 2017* when a relevant authority is considering an application for planning consent where the application proposes a change in land use to a more sensitive use or, in the case of land division, the application proposes a sensitive use. This practice direction also provides specified conditions (pursuant to section 127(1)(b) of the Act) for development authorisations where remediation may be necessary before occupation or use of land the subject of the application.

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Practice direction

Part 1 – Preliminary

1 – Citation

This practice direction may be cited as the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*.

2 – Commencement of operation

This practice direction came into operation on 19 March 2021.

Version ~~4~~ 5 of this practice direction will come into operation on the day on which it is published on the SA Planning Portal.

3 – Objects of practice direction

The objects of this practice direction are:

(a) to support site contamination assessment steps that must be taken when land use is proposed to be changed to a more sensitive use or, with respect to land division, where a sensitive use is proposed and there is reason to believe that site contamination exists or may exist because of various activities or conditions; and

(b) to set out forms and other requirements that are contemplated by provisions of the *Planning, Development and Infrastructure (General) Regulations 2017* that relate to assessment and remediation of site contamination in connection with applications for planning consent; and

(c) to specify conditions that will apply in connection with a planning consent for land that may be subject to site contamination; and

(d) to provide guidance and other information associated with the assessment and remediation of site contamination.

4 – Interpretation

In this practice direction, unless the contrary intention appears—

Act means the *Planning, Development and Infrastructure Act 2016;*

EPA means the Environment Protection Authority;

exposure in relation to site contamination means an exposure pathway that a chemical substance takes from its source to reach a human population, such as incidental ingestion of surface soil or indoor dust, indoor and outdoor inhalation of dust, or consumption of home grown produce;

class 1 activity means a class 1 activity specified in Schedule 1 undertaken in the course of a business;

class 2 activity means a class 2 activity specified in Schedule 1 undertaken in the course of a business;

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class 3 activity means a class 3 activity specified in Schedule 1 undertaken in the course of a business, other than an activity that is also a class 1 or class 2 activity;

constrained site means a site where access to the site, including access to soil, water or another material on or below the surface of the site, which is necessary to carry out relevant site investigations under the Act, the relevant regulations or this practice direction, is not reasonably practicable.

Note: For the purposes of the definition of "constrained site", circumstances in which it may not be reasonably practicable to carry out a relevant site investigation may include:

a) site access necessary for the investigation has been prohibited by a tenant of the site acting in accordance with the valid lease, licence or other right of occupancy; or
b) significant destruction of the flooring or footings of a building on the site would be required.

human population in relation to site contamination means a human receptor (for example a child resident or adult employee);

more sensitive use in relation to land—see clause 5;

National Environment Protection (Assessment of Site Contamination) Measure 1999 means the *National Environment Protection (Assessment of Site Contamination) Measure 1999* (prepared under the *National Environment Protection Council Act 1994* of the Commonwealth), as in force from time to time;

notification of site contamination of underground water means a notification made under section 83A of the *Environment Protection Act 1993* as shown on the South Australian Property and Planning Atlas;

Note—The online atlas and search facility established under section 50 of the Act (known as the South Australian Property and Planning Atlas (SAPPA) shows sites that are subject to notification of site contamination of underground water and Groundwater Prohibition Areas under 'Layers' then navigate to 'Planning and Building' > 'Planning Reference'.

potentially contaminating activity means a class 1 activity, class 2 activity or class 3 activity;

relevant regulations means those parts of the *Planning, Development and Infrastructure (General) Regulations 2017* that are concerned with site contamination or potential site contamination;

remediation has the same meaning as in the *Environment Protection Act 1993;*

sensitive use is a use described in item 1 or 2 of the land use sensitivity hierarchy table in clause 5, subject to clause 6;

Note—Sections 6 and 12 of the Legislation Interpretation Act 2021 provides that an expression used in an instrument made under an Act has, unless the contrary intention appears, the same meaning as in the Act (as in force from time to time).

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Part 2 – Land use sensitivity

5 – Land use sensitivity

(1) Subject to this clause, for the purposes of determining whether a change in land use is to a more sensitive use for the purposes of the relevant regulations and the Planning and Design Code, the relevant authority must have regard to the land uses specified in the land use sensitivity hierarchy in Table 1.

(2) In the event that the proposed or existing land use is not specified in Table 1, the relevant authority must have regard to:

(a) the sensitivity of the human populations proposed to be using the land following the change in use; and

(b) the potential for exposure of those populations to chemicals from site contamination following the change of use.

(3) In the event of inconsistency, the level of sensitivity of a land use in Table 1 prevails.

(4) Table 1 sets out the level of sensitivity in classes of land use that are represented in items 1 to ~~7~~ 4 decreasing on a scale from the most sensitive uses specified in item 1 to the least sensitive uses specified in item ~~7~~4.

TABLE 1: Land Use Sensitivity Hierarchy

~~Item~~		~~Land use~~
~~1~~		~~Residential class 1~~ ~~Educational premises class 1~~
~~2~~		~~Residential class 2~~
~~3~~		~~Open space/recreation area~~
~~4~~		~~Educational premises class 2~~ ~~Hospitals~~ ~~Tourist Accommodation~~ ~~Community centre~~
~~5~~		~~Commercial class 1~~

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~~Item~~		~~Land use~~
~~6~~		~~Primary production~~ ~~Commercial class 2~~
~~7~~		~~Industrial~~

Item	Land use category / general description	Land use / class of development
1	Residential / accommodation	Dwelling *Co-living*[1] Home care Residential care Residential park Retirement facility Sales office Student accommodation Supported accommodation Workers' accommodation
	Child care or primary school	Child care facility Educational facility in the form of a primary school
2	Parks and open space	Open space Recreation area Golf course
	Tourist accommodation	Caravan and tourist park Campground Tourist accommodation

[1] Dependent on outcome of Accommodation Diversity Code Amendment

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

~~Item~~		~~Land use~~
	Community uses	Community facility Hospital Educational facility in the form of a secondary school, university or other tertiary educational premises Place of worship Indoor recreation facility Function venue
	Commercial	Shop Consulting room Office Bulky goods outlet Restaurant Service trade premises Personal or domestic services establishment Hotel Adult entertainment premises Adult products and services premises Store Warehouse
3	Primary production	Agricultural building Animal keeping Aquaculture Commercial forestry Cropping Dairy Farming Horse keeping Horticulture Low intensity animal husbandry Mushroom production Stock sales yard Stock slaughter works Vermiculture

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~~Item~~		~~Land use~~
		Winery
4	Industrial / other	Airport Automotive collision repair Brewery Bulk handling facility Defence / military operations Desalination plant Dry cleaner Electricity substation Fire station Firefighting training facilities Fuel burning facility Fuel depot Funeral parlour Gasworks Industry Intensive animal husbandry Junk yard Laboratory Landfill Motor repair station Motorsport facility Organic waste processing facility Public service depot Railway operations Resource extraction Retail fuel outlet Transport depot Waste depot

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(5) The following qualifications apply in relation to Table 1:

(a) the land use sensitivity classification for a mixed or multi-use proposal will be taken to be that of the most sensitive use of the uses to which the proposed development relates;

(b) if the land use changes from a use represented in an item in Table 1 to another use represented within the same item (for example from ~~tourist accommodation~~office to ~~a hospital~~community facility: both uses falling within item 42), the change of use will not be taken to constitute a change to a more sensitive use;

(c) if the proposed or previous land use is not represented in the land use sensitivity hierarchy, the use closest in nature to the use specified in the hierarchy should be considered;

~~(d)~~ (d) in circumstances where there is no current land use, the proposed use will be taken to be a more sensitive use, other than where:

(i) the ~~immediate~~ most recent ~~previous~~ use of the land was for a ~~residential purpose~~sensitive use; or

(ii) the relevant allotment was lawfully created for a residential purpose and has not been used for any other purpose since that time; or

(iii) the site of the proposed development is vacant, and a majority of the site is covered by native vegetation (as defined in the *Native Vegetation Act 1991*[2]); or

(iv) the proposed use ~~is indus~~is represented in item ~~4~~ of Table 1~~trial~~;~~.~~

~~(e)~~ (e) the following changes of use will not be taken to constitute a change to a more sensitive use:

(i) if the proposed change in use is within an existing and/or approved building, ~~the proposed use is to not to be regarded as a more sensitive use~~ other than where:

(A~~i~~) the existing use falls within Item ~~6 or 7~~3 or 4 of Table 1; and

(B~~ii~~) the proposed use includes a sensitive use at a building level that is at or below ground level;~~.~~

(ii) ~~(f)~~ if the proposed change in use is the commencement of an additional use, where the existing use is represented in item ~~6~~ 3 of Table 1 and is a "farming" use only (and that use is continuing), and the proposed use is represented in item 1 of Table 1 and is a "~~domestic~~ residential" use only~~, the proposed use is not to be regarded as a more sensitive use where the proposed use~~ involv~~es~~ing the construction of a ~~building~~ dwelling on the land ~~to be used for residential purposes~~; or

~~-~~(iii) a change of use from tourist accommodation to residential dwelling(s), where the existing building(s) are to be retained to accommodate the dwelling(s).

(f)

~~(g)~~ if the proposed development is for a dwelling (or dwellings) on residential allotment(s) authorised through an approved land division which requires the submission of a statement of site suitability prior to the issue of a land division certificate under section 138 of the Act, the proposed dwelling (or dwellings) will not ~~to~~be regarded as a more sensitive use, subject to the following:

(i) the land has not been used for any other purpose since the land division was granted development approval

[2] Subject to status of the Biodiversity Bill 2025

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

(ii) the land division approval is operative; and
(iii) planning consent for the dwelling(s) must be subject to the following condition:

Construction shall not commence until a statement of site suitability is issued certifying that the land is suitable for the proposed use.

(g) unless stated to the contrary, a land use set out in Table 1, or determined in accordance with this clause, will be taken to include a use which is ancillary and subordinate to that use.

6 – Definition of sensitive use

(1) For the purpose of the definition of ***sensitive use*** in the relevant regulations, and clause 2A(1)(b) of Schedule 8 of those regulations, a use will not be regarded as a sensitive use in the case of land division if the allotment has already been lawfully created for a residential purpose and has not been used for any other purpose since that time.

Part 3 – Class 1, 2 and 3 activities

7 – Classification of activities

Class 1, 2 and 3 activities are defined in Schedule 1.

Note—In the tables in Schedule 1, unless the contrary intention appears, the term 'listed substance' has the same meaning as in the ~~*Environment Protection Regulations 2009*~~*Environment Protection Regulations 2023*; and the terms 'resource recovery', 'waste' and 'treatment' have the same meaning as in the *Environment Protection Act 1993.*

Part 4 – Forms and reports

8 – Site contamination declaration form

(1) A site contamination declaration form under the relevant regulations must be in the form set out in Schedule 2.

(2) If an application for planning consent envisages the undertaking of development in stages (in accordance with section 119 (12) of the Act), a site contamination declaration form can be provided for separate stages.

9 – Preliminary site investigation report

(1) A preliminary site investigation report under the relevant regulations must have been prepared in relation to the land within the previous 5 years and be sufficient to:

(a) identify potential onsite and offsite sources of contamination (known as ***potentially contaminating activities***); and

(b) determine potential chemical substances of concern; and

(c) identify areas of potential contamination; and

(d) identify potentially affected media (being soil, water and vapour).

(2) A preliminary site investigation report usually also includes:

(a) a desktop study to identify site characteristics - site location, site layout, building construction, geological and the hydro-geological setting; and

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(b) a site history - identifying historical owners/operators/occupiers, land uses and activities; and

(c) a site inspection - to validate anecdotal evidence or historical information and to identify additional evidence of potential site contamination; and

(d) interviews with site owners, operators and/or occupiers.

(3) A preliminary site investigation report must be sufficient to provide an assessment of whether site contamination exists, may exist or is unlikely to exist.

10 – Statement of site suitability

A statement of site suitability under the relevant regulations and this practice direction must be in the form set out in Schedule 3.

Part 5 – Guidance associated with referral to EPA

11 – Guidance associated with referral to EPA

(1) When a referral is triggered, the EPA should have regard to a range of factors in deciding the most appropriate person to determine site suitability (that is, a site contamination consultant or a site contamination auditor), including the following:

(a) site specific information; and

(b) the identified potentially contaminating activities; and

(c) the nature of the proposed use or uses; and

(d) the conceptual site model (which is critical to understanding the relationship between the source of contamination potential exposure and human populations) where relevant.

(2) The overall purpose of the referral is to ensure that an appropriate and proportionate assessment of site contamination or potential site contamination occurs.

~~(3) Under section 102(5) of the Act, a relevant authority may reserve any matter that is considered not fundamental to the application. For sites where there is a low likelihood of site contamination impacting on a proposed development involving a more sensitive land use, including where the proposed development is on a constrained site, the relevant authority may determine that the issue of site contamination is not fundamental and can be a reserved matter. In making such a decision the relevant authority may rely on a preliminary site investigation report provided by the applicant.~~

Part 6 – Conditions

12 – Change of use where remediation is required after the issue of planning consent – section 127(1)(b) of Act

If a relevant authority is satisfied that a site is suitable for its intended use subject to remediation being undertaken and the relevant authority issues a planning consent without the remediation work having been carried out, the consent must be subject to Condition A, B or C as relevant:

Condition A: Where a certificate of occupancy is required

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A certificate of occupancy must not be granted in relation to a building on the relevant site until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

Condition B: Where a certificate of occupancy is not required

A person must not occupy the building for the purpose authorised under the development approval [insert development application number] until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

Condition C: Where the application does not involve building work

A person must not use the relevant site for the purpose authorised under the development approval [insert development application number] until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

13 – Land division where remediation is required after the issue of planning consent – section 127(1)(b) of Act

If a relevant authority is satisfied in relation to proposed land division that a site is suitable for its intended use subject to remediation being undertaken and the relevant authority issues a planning consent without the remediation work having been carried out, the consent must be subject to the following condition:

A land division certificate under section 138 of the Planning, Development and Infrastructure Act 2016 must not be issued until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

Part 7 – Related matters

14 – Guidance associated with level of investigation

(1) A site contamination declaration form and a preliminary site investigation report should be sufficient to provide an assessment of whether site contamination exists, may exist or is unlikely to exist.

(2) No further assessment of site contamination is required for the purposes of planning consent if:

(a) the site contamination declaration form indicates that site contamination is unlikely to exist and the land is not located in a groundwater prohibition area and the land is not subject to a notation under section 103P of the *Environment Protection Act 1993*; or

(b) a site contamination audit report has been prepared in relation to the land within the previous 5 years which states that:

(i) site contamination does not exist (or no longer exists) at the land; or

(ii) the land is suitable for the proposed use or uses (without the need for any further remediation); or

(iii) where remediation is, or remains, necessary for the proposed use (or range of uses), remediation work has been undertaken or will be undertaken, and the applicant has provided a written undertaking that the remediation works will be undertaken in association with the development; and

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(c) no other class 1 activity or class 2 activity has taken place at the land since the preparation of the site contamination audit report (as declared in the site contamination declaration form); and

(d) the application is accompanied by a copy of the site contamination audit report.

15 – Guidance associated with the use of reserved matters

(1~~3~~) Section 102(3)(a) of the Act provides that a relevant authority may, in relation to granting a planning consent, on its own initiative or on application, reserve its decision on a specified matter or reserve its decision to grant a planning consent until further assessment of the relevant development under the Act. Under section 102(5) of the Act, a relevant authority may reserve any matter that is ~~considered~~ not fundamental to the ~~application~~nature of the relevant development.

(2) In order to grant planning consent with the use of a reserved matter regarding site contamination, a relevant authority should be satisfied that the development site is suitable for its intended use, or can be made so, in a way which will be acceptable in planning terms, without changing the nature of the relevant development.

(3) For sites where there is a low likelihood of site contamination impacting on a proposed development involving a more sensitive land use, including where the proposed development is on a constrained site, the relevant authority may determine that the issue of site contamination is not fundamental to the nature of the relevant development and can be a reserved matter. In making such a decision the relevant authority may rely on a preliminary site investigation report provided by the applicant.

(4) In cases where a referral body under section 122 of the Act has a power of direction in relation to the grant of planning consent, a relevant authority cannot determine to grant planning consent without having referred the application to that referral body.

State Planning Commission Practice Direction 14 (Site Contamination Assessment) issued by the Commission on ~~13 April~~ 20 October 2023 is revoked.

Varied by the State Planning Commission on ~~9 October 2023~~XXXXXXXX

Versions

Version 5: Commenced operation on XXXXXXXXXXXX
Version 4: Commenced operation on 20 October 2023
Version 3: Commenced operation on 13 April 2023
Version 2: Commenced operation on 23 June 2022
Version 1: Commenced operation on 19 March 2021

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Schedule 1 – Class 1, 2 and 3 activities

Class 1 activities

The activities specified in column 1 of the following table (as described in column 2), undertaken in the course of a business, constitute class 1 activities:

Activity	Description
Asbestos disposal	Disposal of asbestos or asbestos products
Defence works	Operation of military defence establishments (including training areas)
Drum reconditioning or recycling works	Operation of works for reconditioning or other treatment of metal or plastic drums
Dry cleaning	Operation of premises for dry cleaning
Electrical or electronics component manufacture	Manufacture of electrical or electronics components
Explosives or pyrotechnics facilities	Operation of facilities for manufacture of explosives or pyrotechnics
Fertiliser manufacture	Manufacture of agricultural fertiliser
Fire extinguisher or retardant manufacture	Manufacture of fire extinguishers or fire retardants
Fire stations	Underground storage of fuel at fire stations
Foundry	Manufacture of metal products by injecting or pouring molten metal into moulds
Gasworks	Operation of gasworks or gas holders
Iron or steel works	Operation of works for manufacture of iron or steel
Landfill sites	Operation of sites for disposal of waste to land
Listed substances—activities involving listed substances	Manufacture, production (including as a by-product or waste) or resource recovery of a listed substance or product containing a listed substance Storage, at discrete business premises, of— (a) 500L or more of a liquid listed substance; or (b) 500kg or more of a listed substance other than a liquid.
Metal coating, finishing or spray painting	Finishing, treating or coating of metal (including anodising, galvanising, pickling, electroplating, heat treatment, powder coating, enamelling and spray painting)
Metal processing, smelting, refining or metallurgical works	Operation of works for melting (by means of furnace) of ferrous or non-ferrous metal or smelting or reduction of ores to produce metal
Motor vehicle manufacture	Manufacture of motor vehicles
Oil recycling works	Operation of works for recycling of oil
Oil refineries	Operation of works for refining of crude petroleum oil or shale
Paint manufacture	Manufacture (including blending, mixing and formulation) of paint
Pest control works	Operation of premises for storage of pesticides or filling or washing of tanks used in pest control operations

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Activity	Description
Plastics manufacture works	Operation of works for manufacture (including blending, mixing and formulation) of plastics or plastic components (excluding processing and moulding of plastics manufactured elsewhere)
Printing works	Operation of printing works
Railway operations	Railway operations within the meaning of Schedule 1 Part A clause 7(2)(a) of the *Environment Protection Act 1993*
Rubber manufacture or processing	Manufacture or processing of rubber or rubber products
Service stations	Operation of retail fuel outlets
Tannery, fellmongery or hide curing	Operation of works for preservation or treatment of animal skins or hides
Tyre manufacture or retreading	Manufacture or retreading of tyres
Waste depots	Reception, storage or treatment (including recycling) of waste or other matter or disposal of waste to land or water
Wood preservation works	Operation of works involving treatment or preservation of timber using chemicals

Class 2 activities

The activities specified in column 1 of the following table (as described in column 2), undertaken in the course of a business, constitute class 2 activities:

Activity	Description
Abrasive blasting	Operation of works for abrasive blast cleaning or disposal of abrasive blasting material (including mobile abrasive blasting works and abrasive blast cleaning carried out in fully enclosed booths but excluding abrasive blast cleaning undertaken for residential purposes)
Agricultural activities	Any of the following activities undertaken in the course of agriculture: (a) burial of animals or parts of animals; (b) burial of waste or other matter; (c) irrigation using wastewater; (d) intensive application or administration of a listed substance to animals, plants, land or water (excluding routine spraying, in accordance with manufacturers' instructions, of pesticides used in broad-acre farming)
Airports, aerodromes or aerospace industry	Operation of premises for commercial or charter aircraft take-off and landing or manufacture, repair or maintenance of commercial or charter aircraft or aircraft equipment
Animal dips or spray race facilities	Operation of animal dips or spray race facilities
Asphalt or bitumen works	Operation of works for manufacture of asphalt or bitumen
Battery manufacture, resource recovery or disposal	Assembly, disassembly, manufacture or resource recovery of batteries (excluding storage of batteries for sale)
Breweries	Production of beer by infusion, boiling or fermentation

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Activity	Description
Bulk shipping facilities	Operation of facilities for bulk handling of agricultural crop products, rock, ores, minerals or liquid organic chemical substances to or from wharf or wharfside facility (including sea-port grain terminals)
Cement works	Operation of works for production of cement clinker or grinding of cement clinker using argillaceous and calcareous materials
Ceramic works	Operation of works for manufacture of tiles, pipes, pottery goods, refractories or other ceramic products
Coke works	Production, quenching, cutting, crushing or grading of coke
Compost or mulch production or storage	Production or storage of compost, mulch or garden soils
Dredge spoil disposal or storage	Disposal of dredge spoil onto land or storage of dredge spoil
Electrical substations	Operation of electrical substations
Electrical transformer or capacitor works	Operation of works for manufacture, repair, storage or disposal of electrical transformers, capacitors or associated equipment or fluids
Fibreglass manufacture	Manufacture of fibreglass products
Fire training areas	Operation of premises for fire training involving the use of liquid fuel, fire accelerants, aqueous film forming foam or similar substances
Fuel burning facilities	Burning of solid or liquid fuel (including for generation of power or steam at rate of heat release exceeding 1MW)
Furniture restoration	Restoration of furniture
Glass works	Operation of works for manufacture of glass products
Hat manufacture or felt processing	Manufacture of hats or processing of felt
Incineration	Incineration within the meaning of Schedule 1 Part A clause 3(1) of the *Environment Protection Act 1993*
Laboratories	Operation of laboratories
Metal forging	Forging of metal products
Mineral processing, metallurgical laboratories or mining or extractive industries	Chemical or physical extraction or processing of metalliferous ores, storage of mining or exploration waste (for example, in tailings dams, overburden or waste rock dumps) mining or processing of minerals or operation of laboratories or pilot facilities for processing or testing of minerals
Mirror manufacture	Manufacture of mirrors
Motor vehicle racing or testing venues	Operation of facilities designed and used for motor vehicle competitions or motor vehicle speed or performance trials
Motor vehicle repair or maintenance	Operation of premises for repair or maintenance of motor vehicles or parts of motor vehicles (including engine reconditioning works)
Motor vehicle wrecking yards	Operation of yards for wrecking or dismantling of motor vehicles or parts of motor vehicles
Pulp or paper works	Operation of works for manufacture of timber pulp or paper

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Activity	Description
Railway operations	Railway operations within the meaning of Schedule 1 Part A clause 7(2)(b) and (c) of the *Environment Protection Act 1993*.
Scrap metal recovery	Recovery (including cleaning) of scrap metal
Ship breaking	Wrecking or dismantling of ships
Spray painting	Spray painting other than spray painting of metal
Textile operations	Manufacture or dyeing of fabrics or materials
Transport depots or loading sites	Operation of transport depots or loading sites
Vessel construction, repair or maintenance	Operation of works or facilities (whether on water or land) for construction, repair or maintenance of vessels
Wastewater storage, treatment or disposal	Storage (including in tanks, lagoons and ponds) or treatment of wastewater or disposal of wastewater to land or water
Water discharge to underground aquifer	Direct discharge of water from surface of land to underground aquifer
Wetlands or detention basins	Operation of bodies of water less than 6 metres deep for collection and management of stormwater or other wastewater for urban amenity, flood mitigation or ecological or other environmental purposes
Woolscouring or wool carbonising works	Operation of works involving cleaning or carbonising of wool other than in course of handicraft business where wool is further processed for retail sale
Works depots	Operation of works depots by councils or utilities

Class 3 activities

The activities specified in column 1 of the following table (as described in column 2), undertaken in the course of a business, constitute class 3 activities:

Activity	Description
Acid sulphate soil generation	Oxidation of iron sulphide in potential acid sulphate soil material (sulphidic material) resulting in formation of actual acid sulphate soil material or sulphuric material
Animal burial	Burial of animals or parts of animals other than in the course of agriculture
Animal feedlots	Operation of confined yards or areas for holding of animals and feeding of animals principally by mechanical means or by hand
Animal saleyards	Operation of yards at which cattle, sheep or other animals are gathered and confined for the purpose of their sale, auction or exchange (including associated transport loading facilities and associated wastewater disposal)
Brickworks	Production of bricks (including glazing of bricks)
Charcoal manufacture	Manufacture of charcoal
Coal handling or storage	Handling of coal, coke or carbonaceous material by any means or storage of coal, coke or carbonaceous reject material

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Activity	Description
Concrete batching works	Operation of works for production of concrete or concrete products manufactured by inclusion of cement, sand, rock, aggregate or similar materials
Curing or drying works	Operation of works for smoking, drying or curing meat, fish or other edible products by application of heat or smoke
Desalination plants	Operation of desalination plants
Glazing	Glazing of ceramics or pottery
Lime burner	Manufacture (by means of kiln) of cement or lime from limestone (including associated storage of waste or other matter)
Mushroom farming	Farming of mushrooms
Vermiculture	Cultivation of earthworms for production of earthworms or earthworm castings
Wineries or distilleries	Operation of works for processing grapes or other produce to make wine or spirits

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Schedule 2 — Site contamination declaration form

Site contamination declaration form
Council area: *[insert name of council area]* Regarding the land comprised in Certificate(s) of Title Register Book Volume *[insert Register Book Volume and Folio number(s), Lot Number, Deposited Plan, Hundred and Locality or Suburb, also provide commonly known street address]* (the ***subject land****) I *[insert name of site contamination consultant]*, a site contamination consultant, certify the following details:
Part 1—Investigations (a) I have relied on the following reports to complete this statement: *[insert details of reports relied on]*; (b) Investigations were conducted in accordance with the *National Environment Protection (Assessment of Site Contamination) Measure 1999*. (ASC NEPM) *[if investigations were not conducted in strict accordance with the ASC NEPM state why not]*
Part 2—Site contamination unlikely to exist (for the purposes of planning consent)* (a) A potentially contaminating activity (as defined in the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*) is not known to have occurred on the subject land*; (b) A class 1 activity (see the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*) is not known to have occurred on adjacent land*.
Part 3—Site contamination exists or may exist* (a) site contamination exists or may exist on or below the surface of the land* as a result of a class 1 activity (including where a class 1 activity exists or previously existed on adjacent land*), class 2 activity, class 3 activity (see the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*), or notification of site contamination of underground water (as shown on the South Australian Property and Planning Atlas) including where such a notification exists on adjacent land*; (b) the site contamination or potential site contamination originated or is likely to have originated— (i) on the subject land*— (A) as a result of the following activities carried on there *[insert details of the class 1, class 2 or class 3 activity or activities or notification of site contamination of underground water]*; (B) at the following location: *[insert or attach a map showing the site(s) or possible site(s) of those activities]*; or (ii) on adjacent land* (i.e. class 1 activity or notification of site contamination of underground water (as shown on the South Australian Property and Planning Atlas))*— (A) as a result of the following activities carried on there *[insert details of the class 1 activity or activities]*; (B) at the following location: *[insert or attach a map showing the site(s) or possible site(s) of those class 1 activities]*; and (C) the subject site is impacted by a notification of site contamination of underground water originating from adjacent land*: *[insert or attach details of relevant investigations]*.

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Part 4—Observations*

The subject land* is located on land within a *[select any that apply]*—

☐ groundwater prohibition area (as shown on the South Australian Property and Planning Atlas)

☐ subject of a notation under section 103P of the *Environment Protection Act 1993* on the relevant title that a site contamination audit report has been prepared in respect of the land.

Date

[insert date]

Signature of site contamination consultant

[insert signature]

Name of consultant's company or business

[insert name of consultant's company or business] / [accreditation body and number]

** Delete whichever is not applicable*

Note 1—Investigations found the existence of 'fill or soil importation' on-site (i.e. importation, to a premises of a business, of soil or other fill originating from a site at which another potentially contaminating activity has taken place pursuant Schedule 3 of the *Environment Protection Regulations* ~~*2009*~~*2023*). Fill or soil importation is not a potentially contaminating activity for the purposes of the *State Planning Commission Practice Direction: (Site Contamination Assessment)*, but remains a potentially contaminating activity under the *Environment Protection Regulations* ~~*2009*~~*2023*. The EPA's Industry Guideline on *'Construction environmental management plans (CEMP)'* provides assistance on meeting the obligations of the *Environment Protection Act 1993.*

Note 2—It is an offence to provide false or misleading information on this Form. Maximum penalty: $20 000 pursuant to section 217 of the *Planning, Development and Infrastructure Act 2016.*

Note 3—The "subject land" is the land the subject of the subject development application.

Note 4—"Adjacent land" is defined in section 3(1) of the *Planning, Development and Infrastructure Act 2016* to mean "in relation to other land, means land that is no more than 60 metres from the other land".

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Schedule 3 — Statement of site suitability form

Statement of site suitability form

Development application number

[insert number]

Council area of

[insert name of council area]

Regarding the land comprised in Certificate(s) of Title Register Book Volume *[insert Register Book Volume and Folio number(s), Lot Number, Deposited Plan, Hundred and Locality or Suburb, also provide commonly known street address]* (the ***subject land***)

I *[insert name of site contamination consultant / site contamination auditor]*, a site contamination consultant / site contamination auditor, certify the following details:

Part 1—Investigations

(a) I have relied on the following reports to complete this statement: [insert details of reports relied on, and attach relevant site contamination declaration form(s)];

(b) The investigations documented in the above reports were conducted in accordance with the National Environment Protection (Assessment of Site Contamination) Measure 1999 (ASC NEPM) *[if investigations were not conducted in accordance with the ASC NEPM state why not].*

Part 2—Remediation*

(a) Remediation works have been undertaken in accordance with: *[insert details of remediation plan(s) forming part of development application]*.

Part 3—Site suitability

(a) I consider the site is suitable for the proposed land use(s):

i. *[insert proposed land use(s)]*

ii. …

iii. …

[*subject to any specific remediation requirements which should be referenced in any attached report(s) etc.]*

I understand that I must clearly qualify any statement of my opinion as to the existence of site contamination at the site by specifying the land uses that were taken into account in forming that opinion (section 103ZA of the *Environment Protection Act 1993*).

Date

[insert date]

Signature of site contamination consultant / site contamination auditor

[insert signature]

Name of consultant's company or business

[insert name of consultant's or auditor's company or business] / [accreditation body and number]

** Delete whichever is not applicable*

Note—It is an offence to provide false or misleading information on this Form. Maximum penalty: $20 000 pursuant to section 217 of the *Planning, Development and Infrastructure Act 2016.*

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

PRACTICE DIRECTION 14

Site Contamination Assessment 2021

STATE PLANNING COMMISSION

This practice direction is issued by the State Planning Commission under sections 42 and 127 of the *Planning, Development and Infrastructure Act 2016*.

Introduction

Section 42 of the *Planning, Development and Infrastructure Act 2016* allows the State Planning Commission (the "Commission") to issue practice directions for the purposes of the Act. Generally, practice directions specify procedural requirements or steps in connection with a matter arising under the Act. In certain cases, the Act provides that a particular matter may be addressed or dealt with by a practice direction.

Section 4 of the Act sets out rules that relate to a change in the use of land, which is a form of development under the Act. This practice direction is part of a scheme that provides for requirements that apply in relation to the assessment of potential site contamination when land use changes to a more sensitive use or where a land division proposes a sensitive use. Because site contamination is linked to land use, bringing about a change in land use can cause site contamination (under section 103D(2) of the *Environment Protection Act 1993* and regulation 49 of the *Environment Protection Regulations 2023*) even though the person who brought about the change of use may not be the original polluter.

In particular, this practice direction sets out some forms and related requirements that will support various requirements under the *Planning, Development and Infrastructure (General) Regulations 2017* when a relevant authority is considering an application for planning consent where the application proposes a change in land use to a more sensitive use or, in the case of land division, the application proposes a sensitive use. This practice direction also provides specified conditions (pursuant to section 127(1)(b) of the Act) for development authorisations where remediation may be necessary before occupation or use of land the subject of the application.

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Practice direction

Part 1 – Preliminary

1 – Citation

This practice direction may be cited as the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*.

2 – Commencement of operation

This practice direction came into operation on 19 March 2021.

Version 5 of this practice direction will come into operation on the day on which it is published on the SA Planning Portal.

3 – Objects of practice direction

The objects of this practice direction are:

(a) to support site contamination assessment steps that must be taken when land use is proposed to be changed to a more sensitive use or, with respect to land division, where a sensitive use is proposed and there is reason to believe that site contamination exists or may exist because of various activities or conditions; and

(b) to set out forms and other requirements that are contemplated by provisions of the *Planning, Development and Infrastructure (General) Regulations 2017* that relate to assessment and remediation of site contamination in connection with applications for planning consent; and

(c) to specify conditions that will apply in connection with a planning consent for land that may be subject to site contamination; and

(d) to provide guidance and other information associated with the assessment and remediation of site contamination.

4 – Interpretation

In this practice direction, unless the contrary intention appears—

Act means the *Planning, Development and Infrastructure Act 2016;*

EPA means the Environment Protection Authority;

exposure in relation to site contamination means an exposure pathway that a chemical substance takes from its source to reach a human population, such as incidental ingestion of surface soil or indoor dust, indoor and outdoor inhalation of dust, or consumption of home grown produce;

class 1 activity means a class 1 activity specified in Schedule 1 undertaken in the course of a business;

class 2 activity means a class 2 activity specified in Schedule 1 undertaken in the course of a business;

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class 3 activity means a class 3 activity specified in Schedule 1 undertaken in the course of a business, other than an activity that is also a class 1 or class 2 activity;

constrained site means a site where access to the site, including access to soil, water or another material on or below the surface of the site, which is necessary to carry out relevant site investigations under the Act, the relevant regulations or this practice direction, is not reasonably practicable.

Note: For the purposes of the definition of "constrained site", circumstances in which it may not be reasonably practicable to carry out a relevant site investigation may include:

a) site access necessary for the investigation has been prohibited by a tenant of the site acting in accordance with the valid lease, licence or other right of occupancy; or
b) significant destruction of the flooring or footings of a building on the site would be required.

human population in relation to site contamination means a human receptor (for example a child resident or adult employee);

more sensitive use in relation to land—see clause 5;

National Environment Protection (Assessment of Site Contamination) Measure 1999 means the *National Environment Protection (Assessment of Site Contamination) Measure 1999* (prepared under the *National Environment Protection Council Act 1994* of the Commonwealth), as in force from time to time;

notification of site contamination of underground water means a notification made under section 83A of the *Environment Protection Act 1993* as shown on the South Australian Property and Planning Atlas;

Note—The online atlas and search facility established under section 50 of the Act (known as the South Australian Property and Planning Atlas (SAPPA) shows sites that are subject to notification of site contamination of underground water and Groundwater Prohibition Areas under 'Layers' then navigate to 'Planning and Building' > 'Planning Reference'.

potentially contaminating activity means a class 1 activity, class 2 activity or class 3 activity;

relevant regulations means those parts of the *Planning, Development and Infrastructure (General) Regulations 2017* that are concerned with site contamination or potential site contamination;

remediation has the same meaning as in the *Environment Protection Act 1993;*

sensitive use is a use described in item 1 or 2 of the land use sensitivity hierarchy table in clause 5, subject to clause 6;

Note—Sections 6 and 12 of the Legislation Interpretation Act 2021 provides that an expression used in an instrument made under an Act has, unless the contrary intention appears, the same meaning as in the Act (as in force from time to time).

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Part 2 – Land use sensitivity

5 – Land use sensitivity

(1) Subject to this clause, for the purposes of determining whether a change in land use is to a more sensitive use for the purposes of the relevant regulations and the Planning and Design Code, the relevant authority must have regard to the land uses specified in the land use sensitivity hierarchy in Table 1.

(2) In the event that the proposed or existing land use is not specified in Table 1, the relevant authority must have regard to:

(a) the sensitivity of the human populations proposed to be using the land following the change in use; and

(b) the potential for exposure of those populations to chemicals from site contamination following the change of use.

(3) In the event of inconsistency, the level of sensitivity of a land use in Table 1 prevails.

(4) Table 1 sets out the level of sensitivity in classes of land use that are represented in items 1 to 4 decreasing on a scale from the most sensitive uses specified in item 1 to the least sensitive uses specified in item 4.

TABLE 1: Land Use Sensitivity Hierarchy

Item	Land use category / general description	Land use / class of development
1	Residential / accommodation	Dwelling *Co-living*[1] Home care Residential care Residential park Retirement facility Sales office Student accommodation Supported accommodation Workers' accommodation
	Child care or primary school	Child care facility Educational facility in the form of a primary school
2	Parks and open space	Open space Recreation area

[1] Dependent on outcome of Accommodation Diversity Code Amendment

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		Golf course
	Tourist accommodation	Caravan and tourist park
		Campground
		Tourist accommodation
	Community uses	Community facility
		Hospital
		Educational facility in the form of a secondary school, university or other tertiary educational premises
		Place of worship
		Indoor recreation facility
		Function venue
	Commercial	Shop
		Consulting room
		Office
		Bulky goods outlet
		Restaurant
		Service trade premises
		Personal or domestic services establishment
		Hotel
		Adult entertainment premises
		Adult products and services premises
		Store
		Warehouse
3	Primary production	Agricultural building
		Animal keeping
		Aquaculture
		Commercial forestry
		Cropping
		Dairy
		Farming
		Horse keeping
		Horticulture
		Low intensity animal husbandry
		Mushroom production

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		Stock sales yard Stock slaughter works Vermiculture Winery
4	Industrial / other	Airport Automotive collision repair Brewery Bulk handling facility Defence / military operations Desalination plant Dry cleaner Electricity substation Fire station Firefighting training facilities Fuel burning facility Fuel depot Funeral parlour Gasworks Industry Intensive animal husbandry Junk yard Laboratory Landfill Motor repair station Motorsport facility Organic waste processing facility Public service depot Railway operations Resource extraction Retail fuel outlet Transport depot Waste depot

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(5) The following qualifications apply in relation to Table 1:

(a) the land use sensitivity classification for a mixed or multi-use proposal will be taken to be that of the most sensitive use of the uses to which the proposed development relates;

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(b) if the land use changes from a use represented in an item in Table 1 to another use represented within the same item (for example from office to community facility: both uses falling within item 2), the change of use will not be taken to constitute a change to a more sensitive use;

(c) if the proposed or previous land use is not represented in the land use sensitivity hierarchy, the use closest in nature to the use specified in the hierarchy should be considered;

(d) in circumstances where there is no current land use, the proposed use will be taken to be a more sensitive use, other than where:

(i) the most recent use of the land was for a sensitive use; or

(ii) the relevant allotment was lawfully created for a residential purpose and has not been used for any other purpose since that time; or

(iii) the site of the proposed development is vacant, and a majority of the site is covered by native vegetation (as defined in the *Native Vegetation Act 1991*[2]); or

(iv) the proposed use is represented in item 4 of Table 1;

(e) the following changes of use will not be taken to constitute a change to a more sensitive use:

(i) if the proposed change in use is within an existing and/or approved building, other than where:

(A) the existing use falls within Item 3 or 4 of Table 1; and

(B) the proposed use includes a sensitive use at a building level that is at or below ground level;

(ii) if the proposed change in use is the commencement of an additional use, where the existing use is represented in item 3 of Table 1 and is a “farming” use only (and that use is continuing), and the proposed use is represented in item 1 of Table 1 and is a “residential” use only involving the construction of a dwelling on the land; or

(iii) a change of use from tourist accommodation to residential dwelling(s), where the existing building(s) are to be retained to accommodate the dwelling(s).

(f) if the proposed development is for a dwelling (or dwellings) on residential allotment(s) authorised through an approved land division which requires the submission of a statement of site suitability prior to the issue of a land division certificate under section 138 of the Act, the proposed dwelling (or dwellings) will not be regarded as a more sensitive use, subject to the following:

(i) the land has not been used for any other purpose since the land division was granted development approval
(ii) the land division approval is operative; and
(iii) planning consent for the dwelling(s) must be subject to the following condition:

[2] Subject to status of the Biodiversity Bill 2025

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Construction shall not commence until a statement of site suitability is issued certifying that the land is suitable for the proposed use.

(g) unless stated to the contrary, a land use set out in Table 1, or determined in accordance with this clause, will be taken to include a use which is ancillary and subordinate to that use.

6 – Definition of sensitive use

(1) For the purpose of the definition of ***sensitive use*** in the relevant regulations, and clause 2A(1)(b) of Schedule 8 of those regulations, a use will not be regarded as a sensitive use in the case of land division if the allotment has already been lawfully created for a residential purpose and has not been used for any other purpose since that time.

Part 3 – Class 1, 2 and 3 activities

7 – Classification of activities

Class 1, 2 and 3 activities are defined in Schedule 1.

Note—In the tables in Schedule 1, unless the contrary intention appears, the term 'listed substance' has the same meaning as in the *Environment Protection Regulations 2023*; and the terms 'resource recovery', 'waste' and 'treatment' have the same meaning as in the *Environment Protection Act 1993.*

Part 4 – Forms and reports

8 – Site contamination declaration form

(1) A site contamination declaration form under the relevant regulations must be in the form set out in Schedule 2.

(2) If an application for planning consent envisages the undertaking of development in stages (in accordance with section 119 (12) of the Act), a site contamination declaration form can be provided for separate stages.

9 – Preliminary site investigation report

(1) A preliminary site investigation report under the relevant regulations must have been prepared in relation to the land within the previous 5 years and be sufficient to:

(a) identify potential onsite and offsite sources of contamination (known as ***potentially contaminating activities***); and

(b) determine potential chemical substances of concern; and

(c) identify areas of potential contamination; and

(d) identify potentially affected media (being soil, water and vapour).

(2) A preliminary site investigation report usually also includes:

(a) a desktop study to identify site characteristics - site location, site layout, building construction, geological and the hydro-geological setting; and

(b) a site history - identifying historical owners/operators/occupiers, land uses and activities; and

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(c) a site inspection - to validate anecdotal evidence or historical information and to identify additional evidence of potential site contamination; and

(d) interviews with site owners, operators and/or occupiers.

(3) A preliminary site investigation report must be sufficient to provide an assessment of whether site contamination exists, may exist or is unlikely to exist.

10 – Statement of site suitability

A statement of site suitability under the relevant regulations and this practice direction must be in the form set out in Schedule 3.

Part 5 – Guidance associated with referral to EPA

11 – Guidance associated with referral to EPA

(1) When a referral is triggered, the EPA should have regard to a range of factors in deciding the most appropriate person to determine site suitability (that is, a site contamination consultant or a site contamination auditor), including the following:

(a) site specific information; and

(b) the identified potentially contaminating activities; and

(c) the nature of the proposed use or uses; and

(d) the conceptual site model (which is critical to understanding the relationship between the source of contamination potential exposure and human populations) where relevant.

(2) The overall purpose of the referral is to ensure that an appropriate and proportionate assessment of site contamination or potential site contamination occurs.

Part 6 – Conditions

12 – Change of use where remediation is required after the issue of planning consent – section 127(1)(b) of Act

If a relevant authority is satisfied that a site is suitable for its intended use subject to remediation being undertaken and the relevant authority issues a planning consent without the remediation work having been carried out, the consent must be subject to Condition A, B or C as relevant:

Condition A: Where a certificate of occupancy is required

A certificate of occupancy must not be granted in relation to a building on the relevant site until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

Condition B: Where a certificate of occupancy is not required

A person must not occupy the building for the purpose authorised under the development approval [insert development application number] until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

Condition C: Where the application does not involve building work

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A person must not use the relevant site for the purpose authorised under the development approval [insert development application number] until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

13 – Land division where remediation is required after the issue of planning consent – section 127(1)(b) of Act

If a relevant authority is satisfied in relation to proposed land division that a site is suitable for its intended use subject to remediation being undertaken and the relevant authority issues a planning consent without the remediation work having been carried out, the consent must be subject to the following condition:

A land division certificate under section 138 of the Planning, Development and Infrastructure Act 2016 must not be issued until a statement of site suitability is issued certifying that the required remediation has been undertaken and the land is suitable for the proposed use.

Part 7 – Related matters

14 – Guidance associated with level of investigation

(1) A site contamination declaration form and a preliminary site investigation report should be sufficient to provide an assessment of whether site contamination exists, may exist or is unlikely to exist.

(2) No further assessment of site contamination is required for the purposes of planning consent if:

(a) the site contamination declaration form indicates that site contamination is unlikely to exist and the land is not located in a groundwater prohibition area and the land is not subject to a notation under section 103P of the *Environment Protection Act 1993*; or

(b) a site contamination audit report has been prepared in relation to the land within the previous 5 years which states that:

(i) site contamination does not exist (or no longer exists) at the land; or

(ii) the land is suitable for the proposed use or uses (without the need for any further remediation); or

(iii) where remediation is, or remains, necessary for the proposed use (or range of uses), remediation work has been undertaken or will be undertaken, and the applicant has provided a written undertaking that the remediation works will be undertaken in association with the development; and

(c) no other class 1 activity or class 2 activity has taken place at the land since the preparation of the site contamination audit report (as declared in the site contamination declaration form); and

(d) the application is accompanied by a copy of the site contamination audit report.

15 – Guidance associated with the use of reserved matters

(1) Section 102(3)(a) of the Act provides that a relevant authority may, in relation to granting a planning consent, on its own initiative or on application, reserve its decision on a specified matter or reserve its decision to grant a planning consent until further assessment of the

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relevant development under the Act. Under section 102(5) of the Act, a relevant authority may reserve any matter that is not fundamental to the nature of the relevant development.

(2) In order to grant planning consent with the use of a reserved matter regarding site contamination, a relevant authority should be satisfied that the development site is suitable for its intended use, or can be made so, in a way which will be acceptable in planning terms, without changing the nature of the relevant development.

(3) For sites where there is a low likelihood of site contamination impacting on a proposed development involving a more sensitive land use, including where the proposed development is on a constrained site, the relevant authority may determine that the issue of site contamination is not fundamental to the nature of the relevant development and can be a reserved matter. In making such a decision the relevant authority may rely on a preliminary site investigation report provided by the applicant.

(4) In cases where a referral body under section 122 of the Act has a power of direction in relation to the grant of planning consent, a relevant authority cannot determine to grant planning consent without having referred the application to that referral body.

State Planning Commission Practice Direction 14 (Site Contamination Assessment) issued by the Commission on 20 October 2023 is revoked.

Varied by the State Planning Commission on XXXXXXXX

Versions

Version 5: Commenced operation on XXXXXXXXXXXX
Version 4: Commenced operation on 20 October 2023
Version 3: Commenced operation on 13 April 2023
Version 2: Commenced operation on 23 June 2022
Version 1: Commenced operation on 19 March 2021

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Schedule 1 – Class 1, 2 and 3 activities

Class 1 activities

The activities specified in column 1 of the following table (as described in column 2), undertaken in the course of a business, constitute class 1 activities:

Activity	Description
Asbestos disposal	Disposal of asbestos or asbestos products
Defence works	Operation of military defence establishments (including training areas)
Drum reconditioning or recycling works	Operation of works for reconditioning or other treatment of metal or plastic drums
Dry cleaning	Operation of premises for dry cleaning
Electrical or electronics component manufacture	Manufacture of electrical or electronics components
Explosives or pyrotechnics facilities	Operation of facilities for manufacture of explosives or pyrotechnics
Fertiliser manufacture	Manufacture of agricultural fertiliser
Fire extinguisher or retardant manufacture	Manufacture of fire extinguishers or fire retardants
Fire stations	Underground storage of fuel at fire stations
Foundry	Manufacture of metal products by injecting or pouring molten metal into moulds
Gasworks	Operation of gasworks or gas holders
Iron or steel works	Operation of works for manufacture of iron or steel
Landfill sites	Operation of sites for disposal of waste to land
Listed substances—activities involving listed substances	Manufacture, production (including as a by-product or waste) or resource recovery of a listed substance or product containing a listed substance Storage, at discrete business premises, of— (a) 500L or more of a liquid listed substance; or (b) 500kg or more of a listed substance other than a liquid.
Metal coating, finishing or spray painting	Finishing, treating or coating of metal (including anodising, galvanising, pickling, electroplating, heat treatment, powder coating, enamelling and spray painting)
Metal processing, smelting, refining or metallurgical works	Operation of works for melting (by means of furnace) of ferrous or non-ferrous metal or smelting or reduction of ores to produce metal
Motor vehicle manufacture	Manufacture of motor vehicles
Oil recycling works	Operation of works for recycling of oil
Oil refineries	Operation of works for refining of crude petroleum oil or shale
Paint manufacture	Manufacture (including blending, mixing and formulation) of paint
Pest control works	Operation of premises for storage of pesticides or filling or washing of tanks used in pest control operations

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Activity	Description
Plastics manufacture works	Operation of works for manufacture (including blending, mixing and formulation) of plastics or plastic components (excluding processing and moulding of plastics manufactured elsewhere)
Printing works	Operation of printing works
Railway operations	Railway operations within the meaning of Schedule 1 Part A clause 7(2)(a) of the *Environment Protection Act 1993*
Rubber manufacture or processing	Manufacture or processing of rubber or rubber products
Service stations	Operation of retail fuel outlets
Tannery, fellmongery or hide curing	Operation of works for preservation or treatment of animal skins or hides
Tyre manufacture or retreading	Manufacture or retreading of tyres
Waste depots	Reception, storage or treatment (including recycling) of waste or other matter or disposal of waste to land or water
Wood preservation works	Operation of works involving treatment or preservation of timber using chemicals

Class 2 activities

The activities specified in column 1 of the following table (as described in column 2), undertaken in the course of a business, constitute class 2 activities:

Activity	Description
Abrasive blasting	Operation of works for abrasive blast cleaning or disposal of abrasive blasting material (including mobile abrasive blasting works and abrasive blast cleaning carried out in fully enclosed booths but excluding abrasive blast cleaning undertaken for residential purposes)
Agricultural activities	Any of the following activities undertaken in the course of agriculture: (a) burial of animals or parts of animals; (b) burial of waste or other matter; (c) irrigation using wastewater; (d) intensive application or administration of a listed substance to animals, plants, land or water (excluding routine spraying, in accordance with manufacturers' instructions, of pesticides used in broad-acre farming)
Airports, aerodromes or aerospace industry	Operation of premises for commercial or charter aircraft take-off and landing or manufacture, repair or maintenance of commercial or charter aircraft or aircraft equipment
Animal dips or spray race facilities	Operation of animal dips or spray race facilities
Asphalt or bitumen works	Operation of works for manufacture of asphalt or bitumen
Battery manufacture, resource recovery or disposal	Assembly, disassembly, manufacture or resource recovery of batteries (excluding storage of batteries for sale)
Breweries	Production of beer by infusion, boiling or fermentation

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Activity	Description
Bulk shipping facilities	Operation of facilities for bulk handling of agricultural crop products, rock, ores, minerals or liquid organic chemical substances to or from wharf or wharfside facility (including sea-port grain terminals)
Cement works	Operation of works for production of cement clinker or grinding of cement clinker using argillaceous and calcareous materials
Ceramic works	Operation of works for manufacture of tiles, pipes, pottery goods, refractories or other ceramic products
Coke works	Production, quenching, cutting, crushing or grading of coke
Compost or mulch production or storage	Production or storage of compost, mulch or garden soils
Dredge spoil disposal or storage	Disposal of dredge spoil onto land or storage of dredge spoil
Electrical substations	Operation of electrical substations
Electrical transformer or capacitor works	Operation of works for manufacture, repair, storage or disposal of electrical transformers, capacitors or associated equipment or fluids
Fibreglass manufacture	Manufacture of fibreglass products
Fire training areas	Operation of premises for fire training involving the use of liquid fuel, fire accelerants, aqueous film forming foam or similar substances
Fuel burning facilities	Burning of solid or liquid fuel (including for generation of power or steam at rate of heat release exceeding 1MW)
Furniture restoration	Restoration of furniture
Glass works	Operation of works for manufacture of glass products
Hat manufacture or felt processing	Manufacture of hats or processing of felt
Incineration	Incineration within the meaning of Schedule 1 Part A clause 3(1) of the *Environment Protection Act 1993*
Laboratories	Operation of laboratories
Metal forging	Forging of metal products
Mineral processing, metallurgical laboratories or mining or extractive industries	Chemical or physical extraction or processing of metalliferous ores, storage of mining or exploration waste (for example, in tailings dams, overburden or waste rock dumps) mining or processing of minerals or operation of laboratories or pilot facilities for processing or testing of minerals
Mirror manufacture	Manufacture of mirrors
Motor vehicle racing or testing venues	Operation of facilities designed and used for motor vehicle competitions or motor vehicle speed or performance trials
Motor vehicle repair or maintenance	Operation of premises for repair or maintenance of motor vehicles or parts of motor vehicles (including engine reconditioning works)
Motor vehicle wrecking yards	Operation of yards for wrecking or dismantling of motor vehicles or parts of motor vehicles
Pulp or paper works	Operation of works for manufacture of timber pulp or paper

DRAFT FOR CONSULTATION

Activity	Description
Railway operations	Railway operations within the meaning of Schedule 1 Part A clause 7(2)(b) and (c) of the *Environment Protection Act 1993*.
Scrap metal recovery	Recovery (including cleaning) of scrap metal
Ship breaking	Wrecking or dismantling of ships
Spray painting	Spray painting other than spray painting of metal
Textile operations	Manufacture or dyeing of fabrics or materials
Transport depots or loading sites	Operation of transport depots or loading sites
Vessel construction, repair or maintenance	Operation of works or facilities (whether on water or land) for construction, repair or maintenance of vessels
Wastewater storage, treatment or disposal	Storage (including in tanks, lagoons and ponds) or treatment of wastewater or disposal of wastewater to land or water
Water discharge to underground aquifer	Direct discharge of water from surface of land to underground aquifer
Wetlands or detention basins	Operation of bodies of water less than 6 metres deep for collection and management of stormwater or other wastewater for urban amenity, flood mitigation or ecological or other environmental purposes
Woolscouring or wool carbonising works	Operation of works involving cleaning or carbonising of wool other than in course of handicraft business where wool is further processed for retail sale
Works depots	Operation of works depots by councils or utilities

Class 3 activities

The activities specified in column 1 of the following table (as described in column 2), undertaken in the course of a business, constitute class 3 activities:

Activity	Description
Acid sulphate soil generation	Oxidation of iron sulphide in potential acid sulphate soil material (sulphidic material) resulting in formation of actual acid sulphate soil material or sulphuric material
Animal burial	Burial of animals or parts of animals other than in the course of agriculture
Animal feedlots	Operation of confined yards or areas for holding of animals and feeding of animals principally by mechanical means or by hand
Animal saleyards	Operation of yards at which cattle, sheep or other animals are gathered and confined for the purpose of their sale, auction or exchange (including associated transport loading facilities and associated wastewater disposal)
Brickworks	Production of bricks (including glazing of bricks)
Charcoal manufacture	Manufacture of charcoal
Coal handling or storage	Handling of coal, coke or carbonaceous material by any means or storage of coal, coke or carbonaceous reject material

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Activity	Description
Concrete batching works	Operation of works for production of concrete or concrete products manufactured by inclusion of cement, sand, rock, aggregate or similar materials
Curing or drying works	Operation of works for smoking, drying or curing meat, fish or other edible products by application of heat or smoke
Desalination plants	Operation of desalination plants
Glazing	Glazing of ceramics or pottery
Lime burner	Manufacture (by means of kiln) of cement or lime from limestone (including associated storage of waste or other matter)
Mushroom farming	Farming of mushrooms
Vermiculture	Cultivation of earthworms for production of earthworms or earthworm castings
Wineries or distilleries	Operation of works for processing grapes or other produce to make wine or spirits

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Schedule 2 — Site contamination declaration form

Site contamination declaration form

Council area:

[insert name of council area]

Regarding the land comprised in Certificate(s) of Title Register Book Volume *[insert Register Book Volume and Folio number(s), Lot Number, Deposited Plan, Hundred and Locality or Suburb, also provide commonly known street address]* (the ***subject land****)

I *[insert name of site contamination consultant]*, a site contamination consultant, certify the following details:

Part 1—Investigations

(a) I have relied on the following reports to complete this statement: *[insert details of reports relied on]*;

(b) Investigations were conducted in accordance with the *National Environment Protection (Assessment of Site Contamination) Measure 1999*. (ASC NEPM) *[if investigations were not conducted in strict accordance with the ASC NEPM state why not]*

Part 2—Site contamination unlikely to exist (for the purposes of planning consent)*

(a) A potentially contaminating activity (as defined in the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*) is not known to have occurred on the subject land*;

(b) A class 1 activity (see the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*) is not known to have occurred on adjacent land*.

Part 3—Site contamination exists or may exist*

(a) site contamination exists or may exist on or below the surface of the land* as a result of a class 1 activity (including where a class 1 activity exists or previously existed on adjacent land*), class 2 activity, class 3 activity (see the *State Planning Commission Practice Direction 14 (Site Contamination Assessment)*), or notification of site contamination of underground water (as shown on the South Australian Property and Planning Atlas) including where such a notification exists on adjacent land*;

(b) the site contamination or potential site contamination originated or is likely to have originated—

(i) on the subject land*—

(A) as a result of the following activities carried on there *[insert details of the class 1, class 2 or class 3 activity or activities or notification of site contamination of underground water]*;

(B) at the following location: *[insert or attach a map showing the site(s) or possible site(s) of those activities]*; or

(ii) on adjacent land* (i.e. class 1 activity or notification of site contamination of underground water (as shown on the South Australian Property and Planning Atlas))*—

(A) as a result of the following activities carried on there *[insert details of the class 1 activity or activities]*;

(B) at the following location: *[insert or attach a map showing the site(s) or possible site(s) of those class 1 activities]*; and

(C) the subject site is impacted by a notification of site contamination of underground water originating from adjacent land*: *[insert or attach details of relevant investigations]*.

This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

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Part 4—Observations*

The subject land* is located on land within a *[select any that apply]*—

☐ groundwater prohibition area (as shown on the South Australian Property and Planning Atlas)

☐ subject of a notation under section 103P of the *Environment Protection Act 1993* on the relevant title that a site contamination audit report has been prepared in respect of the land.

Date

[insert date]

Signature of site contamination consultant

[insert signature]

Name of consultant's company or business

[insert name of consultant's company or business] / [accreditation body and number]

** Delete whichever is not applicable*

Note 1—Investigations found the existence of 'fill or soil importation' on-site (i.e. importation, to a premises of a business, of soil or other fill originating from a site at which another potentially contaminating activity has taken place pursuant Schedule 3 of the *Environment Protection Regulations 2023*). Fill or soil importation is not a potentially contaminating activity for the purposes of the *State Planning Commission Practice Direction: (Site Contamination Assessment)*, but remains a potentially contaminating activity under the *Environment Protection Regulations 2023*. The EPA's Industry Guideline on *'Construction environmental management plans (CEMP)'* provides assistance on meeting the obligations of the *Environment Protection Act 1993.*

Note 2—It is an offence to provide false or misleading information on this Form. Maximum penalty: $20 000 pursuant to section 217 of the *Planning, Development and Infrastructure Act 2016.*

Note 3—The "subject land" is the land the subject of the subject development application.

Note 4—"Adjacent land" is defined in section 3(1) of the *Planning, Development and Infrastructure Act 2016* to mean "in relation to other land, means land that is no more than 60 metres from the other land".

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

Schedule 3 — Statement of site suitability form

Statement of site suitability form
Development application number *[insert number]* Council area of *[insert name of council area]* Regarding the land comprised in Certificate(s) of Title Register Book Volume *[insert Register Book Volume and Folio number(s), Lot Number, Deposited Plan, Hundred and Locality or Suburb, also provide commonly known street address]* (the ***subject land***) I *[insert name of site contamination consultant / site contamination auditor]*, a site contamination consultant / site contamination auditor, certify the following details:
Part 1—Investigations (a) I have relied on the following reports to complete this statement: [insert details of reports relied on, and attach relevant site contamination declaration form(s)]; (b) The investigations documented in the above reports were conducted in accordance with the National Environment Protection (Assessment of Site Contamination) Measure 1999 (ASC NEPM) *[if investigations were not conducted in accordance with the ASC NEPM state why not]*.
Part 2—Remediation* (a) Remediation works have been undertaken in accordance with: *[insert details of remediation plan(s) forming part of development application]*.
Part 3—Site suitability (a) I consider the site is suitable for the proposed land use(s): *i.* *[insert proposed land use(s)]* *ii.* … *iii.* … [*subject to any specific remediation requirements which should be referenced in any attached report(s) etc.]* I understand that I must clearly qualify any statement of my opinion as to the existence of site contamination at the site by specifying the land uses that were taken into account in forming that opinion (section 103ZA of the *Environment Protection Act 1993*). Date *[insert date]* Signature of site contamination consultant / site contamination auditor *[insert signature]* Name of consultant's company or business *[insert name of consultant's or auditor's company or business] / [accreditation body and number]* ** Delete whichever is not applicable*
Note—It is an offence to provide false or misleading information on this Form. Maximum penalty: $20 000 pursuant to section 217 of the *Planning, Development and Infrastructure Act 2016.*

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This instrument is certified pursuant to section 52(1) of the *Planning, Development and Infrastructure Act 2016*

MATTERS FOR INFORMATION

6.6 ADELAIDE HILLS COUNCIL SUBMISSION - REQUEST TO WITHDRAW FROM GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY

Author: Director Development and Community Services
25/43713

Council, at its meeting held 15 April 2025, considered correspondence from the Minister for Local Government, the Hon Joe Szakacs, in relation to a request from the Adelaide Hills Council to withdraw from the Gawler River Floodplain Management Authority (GRFMA).

The Adelaide Hills Council has now prepared a submission to support their request for withdrawal and this forms Attachment 2. Appendices have been removed as they contain confidential information.

ATTACHMENTS

Attachment 1 Supporting Letter - Adelaide Hills Council request to withdraw from Gawler River Floodplain Management Authority ⇩

Attachment 2 Adelaide Hills Council Submission to withdraw from Gawler River Floodplain Management Authority - no Appendices ⇩

SUPPORTING REFERENCES

Nil

Adelaide Hills COUNCIL

63 Mount Barker Road
Stirling SA 5152
Phone: 08 8408 0400
Fax: 08 8389 7440
mail@ahc.sa.gov.au
www.ahc.sa.gov.au

3 June 2025

Mr Martin McCarthy
Chief Executive Officer
The Barossa Council
42 Tanunda Road
NURIOOTPA SA 5502

Via email: mmccarthy@barossa.sa.gov.au

Dear Mr McCarthy

Re: Adelaide Hills Council Submission – Request to Withdraw from the GRFMA

I refer to my correspondence of 11 December 2024 notifying the Barossa Council, as a Constituent Council of the GRFMA, of Adelaide Hills Councill's intention to withdraw its membership from the GRFMA by 30 June 2025.

On 11 December 2024, Council wrote to the Minister for Local Government to formally request approval to withdraw from the GRFMA. Council subsequently wrote to the Minister on 29 May 2025, following Council resolution 180/25 of 27 May 2025 (see snip below), to provide a detailed submission outlining the rationale for the withdrawal, including additional context, justification, and support.

Moved Cr Chris Grant
S/- Cr Kirsty Parkin **180/25**

Council resolves:

1. **That the report be received and noted.**
2. **To approve that the draft submission at Appendix 1 be provided to the Minister for Local Government to support Council's request to withdrawal from the Gawler River Flood Management Authority.**
3. **To approve that the draft submission at Appendix 1 be provided to the Minister for Climate, Environment and Water, the GRFMA and the Constituent Councils.**
4. **To authorise the Chief Executive Officer to make any formatting, nomenclature or other minor changes to the draft submission prior to providing it to the Minister.**

Carried Unanimously

In accordance with this resolution, and as a Constituent Council of the GRFMA, I now also enclose a copy of the submission for your information.

Adelaide Hills COUNCIL

63 Mount Barker Road
Stirling SA 5152
Phone: 08 8408 0400
Fax: 08 8389 7440
mail@ahc.sa.gov.au
www.ahc.sa.gov.au

Consistent with advice from the Minister that he will consult with all Constituent Councils and seek the views of the Hon Dr Susan Close MP, Minister for Climate, Environment and Water, a copy of the submission will also be provided to Minister Close and to each of the other Constituent Councils.

Should you have any questions or require further information, please do not hesitate to contact me.

Yours sincerely

Greg Georgopoulos
Chief Executive Officer

Enc: Submission to support Adelaide Hills Council's request to withdraw from the GRFMA

Submission to support Adelaide Hill Council's request to withdraw from the GRFMA

Adelaide Hills
COUNCIL

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E. Letter from the Minister for Local Government

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G. Letter to the Minister for Local Government

H. Letter to SA Water

I. Letter from SA Water

J. Letter to ForestrySA

K. Letter from ForestrySA

1. Executive Summary

This report outlines the rationale for the Adelaide Hills Council's decision to seek Ministerial approval to withdraw from the Gawler River Floodplain Management Authority (GRFMA) by 30 June 2025.

The Adelaide Hills Council formally resolved to seek Ministerial approval to withdraw from the GRFMA in November 2024. This request was based on longstanding concerns about financial inequity, geographic irrelevance, and misalignment with the Council's strategic priorities. Notifications were provided to the Minister for Local Government, the GRFMA and all Constituent Councils, in accordance with Clause 19 of the GRFMA Charter, in December 2024.

The Council's involvement in the GRFMA has become increasingly difficult to justify. Only 6.72 per cent of the Gawler River catchment lies within the Council's boundaries, approximately 38 per cent of which is owned and managed by SA Water, ForestrySA, and other State Government entities. Most of the water from this area is intercepted by the South Para Reservoir—which is managed by SA Water — meaning Council has minimal hydrological influence over the Gawler River system and no operational control in the catchment.

Despite this, Adelaide Hills Council is required to contribute equally to GRFMA operational costs and partially to capital and asset maintenance costs. Council's 2024–25 contribution increased by 78 per cent compared to the previous year—the highest proportional rise of any Constituent Council. Meanwhile, none of the GRFMA's current or planned flood mitigation infrastructure—including the $25 million Bruce Eastick Dam—is located within or benefits the Adelaide Hills district.

The GRFMA's own planning documents—including its Strategic Plan, Asset Management Plan, Stormwater Management Plan, and Business Case—reinforce its focus on downstream flood protection, especially in flood-prone areas such as Gawler, Playford, and the Adelaide Plains. These initiatives have little to no relevance to the Council's community, strategic direction, or risk profile.

Withdrawal will not only protect the financial interests of Adelaide Hills ratepayers but may also improve the GRFMA's operational effectiveness. Reducing the number of Constituent Councils can streamline governance, improve alignment with flood risk priorities, and simplify emergency response coordination across the catchment.

In conclusion, the Adelaide Hills Council's withdrawal from the GRFMA represents a principled and necessary decision to ensure resources are invested in areas of genuine local relevance and strategic value.

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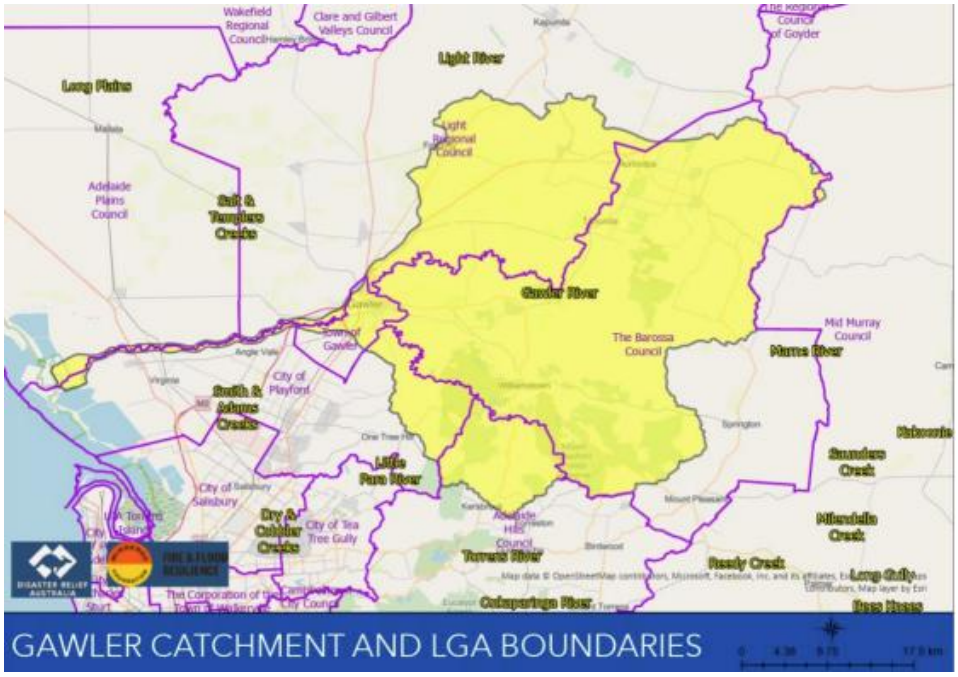
2. Introduction

1. GRFMA: formation, membership, and role

Established in 2002 under Section 43 of the *Local Government Act 1999*, the GRFMA is a regional subsidiary responsible for coordinating flood mitigation efforts for the Gawler River floodplain, a region that spans several council areas in South Australia**,** as illustrated in figure 1 below.

Figure 1- Gawler Catchment and LGA Boundaries



Source: Disaster Relief Australia Report "*Project Resilience, Gawler River Catchment, Adelaide Plains*"

The GRFMA is comprised of six Constituent Councils:
- Adelaide Hills Council
- Adelaide Plains Council
- The Barossa Council
- City of Playford
- Light Regional Council
- Town of Gawler

Key reasons that led to the formation of the GRFMA include:

1. Hydrological significance: The North and South Para Rivers originate in the Mount Lofty Ranges—near Eden Valley and Mount Crawford respectively—and converge at the town of Gawler to form the Gawler River, which flows westward into the Gulf of St Vincent. The North Para River meanders through the Barossa Valley, while the South Para River flows into the Warren and South Para Reservoirs. This river system is hydrologically significant and has long been recognised by state agencies, councils, and emergency services as posing a major flood risk to downstream urban areas and highly productive agricultural lands, including cereal cropping, sheep farming, market gardening, almond orchards, and vineyards.[1]
2. Flooding: The Gawler River is prone to periodic flooding and is identified in South Australia's Flood Hazard Plan as a significant flood risk. Historical records show that the river has flooded, on average, every 10 years over the past 160 years. Major flood events in 1992 and 1996 were particularly damaging, with widespread impact on horticultural lands in the region. These events highlighted the inadequacy of existing flood protection measures and acted as a turning point, prompting concern among local councils and state agencies. More recently, significant floods occurred in November 2005 and October 2016.[2]
3. Cross-council catchment: Gawler River catchment encompasses multiple local government areas. The Local Government Association of South Australia (the LGA) has acknowledged that the complexity and scale of the Gawler River system make it challenging for smaller councils to address flood management independently. Specifically, the LGA noted that "the enormity and complexity of the Gawler River makes it difficult for very small councils to grapple with the enormous issues.[3]

The GRFMA operates under a Charter that outlines its powers, functions, and operational framework.[4] The governing body is the GRFMA Board, which consists of an independent Chair and two representatives from each Constituent Council.

The core functions of the GRFMA, as outlined in its Charter, are:

1. To coordinate the construction, operation, and maintenance of flood mitigation infrastructure for the Gawler River.
2. To raise finance for developing, managing, and maintaining approved flood mitigation works.

[1] Project Resilience, Gawler River Catchment, Adelaide Plains, SA, Disaster Relief Australia
[2] GRFMA Strategic Plan 2021 – 2026, Gawler River Flood Management Authority
[3] Gawler River, north of Adelaide, a flood-risk challenge to protect rich horticultural area and expanded housing | Adelaide AZ
[4] GRFMA Charter

3. To provide a forum for Constituent Councils to discuss flood mitigation responsibilities and obligations.
4. Upon application, to coordinate the development of recreational and environmental enhancements along the Gawler River.

Since its establishment, the GRFMA has published a range of planning and reporting documents, including Annual Reports, Business Plans, an Asset Management Plan, a Long-Term Financial Plan, and Strategic Plans. Its most recent Strategic Plan, covering the period 2021–2026, highlights several key accomplishments:

- Completion of the Bruce Eastick North Para Flood Mitigation Dam in 2007, providing critical flood control on the North Para River.
- Upgrades to the South Para Reservoir Dam and spillway in 2012.
- Coordination of detailed flood mapping and hydrological studies.
- Finalisation of the Gawler River 2016 Flood Review.
- Facilitated the Gawler River Open Space Strategy 2008.

Over the next five years, the GRFMA has identified several key priorities, including:

- Maintenance and upgrading of infrastructure – ongoing management of the Bruce Eastick Dam and planning new flood mitigation works across the catchment.
- Delivering flood mitigation projects – partner with the SA Government to implement major initiatives, including projects funded through the $9 million state allocation.
- Finalising strategic plans – complete the Stormwater Management Plan and Business Case (see Section 3.3 for further detail on both the Business Plan and Stormwater Management Plan).

---

2. Adelaide Hills Council's resolution to seek Ministerial approval to withdraw from the GRFMA

On 23 July 2024, the Adelaide Hills Council resolved to explore withdrawal from the GRFMA, citing concerns about financial liability and minimal benefit to its community. These concerns were formally communicated to the GRFMA Board, the other Constituent Councils, and the Minister for Local Government on 6 November 2024.

On 26 November 2024, the Council formally resolved to proceed with seeking Ministerial approval for withdrawal. Notifications to the GRFMA Board (*Appendix A*), Constituent Councils (*Appendix C*), and the Minister for Local Government (*Appendix D*) were made in December 2024, as required under Clause 19 of the GRFMA Charter.

The GRFMA responded on 18 December 2024 (*Appendix B*), advising against withdrawal and requesting that the Council defer its application to the Minister until the Business Case for proposed flood mitigation strategies were finalised. Council's position is that the Business Case has little relevance to the Adelaide Hills Council Community and would not represent a good use of rate payer funds.

The Minister for Local Government responded on 21 January 2025 (*Appendix E*) to advise that he would consult with each of the other five Constituent Councils regarding the effect of the Council's withdrawal. In addition, given the State Government's investment in the Gawler River Flood Management Program, the Minister advised that he would seek the views of the Minister for Climate, Environment and Water, to assist in consideration of this matter.

On 19 March 2025, Council also wrote to the Minister for Climate, Environment and Water to request a meeting to discuss Council's request to withdraw (*Appendix F*). While the Minister has declined to meet, her office has advised that a written response will be provided.

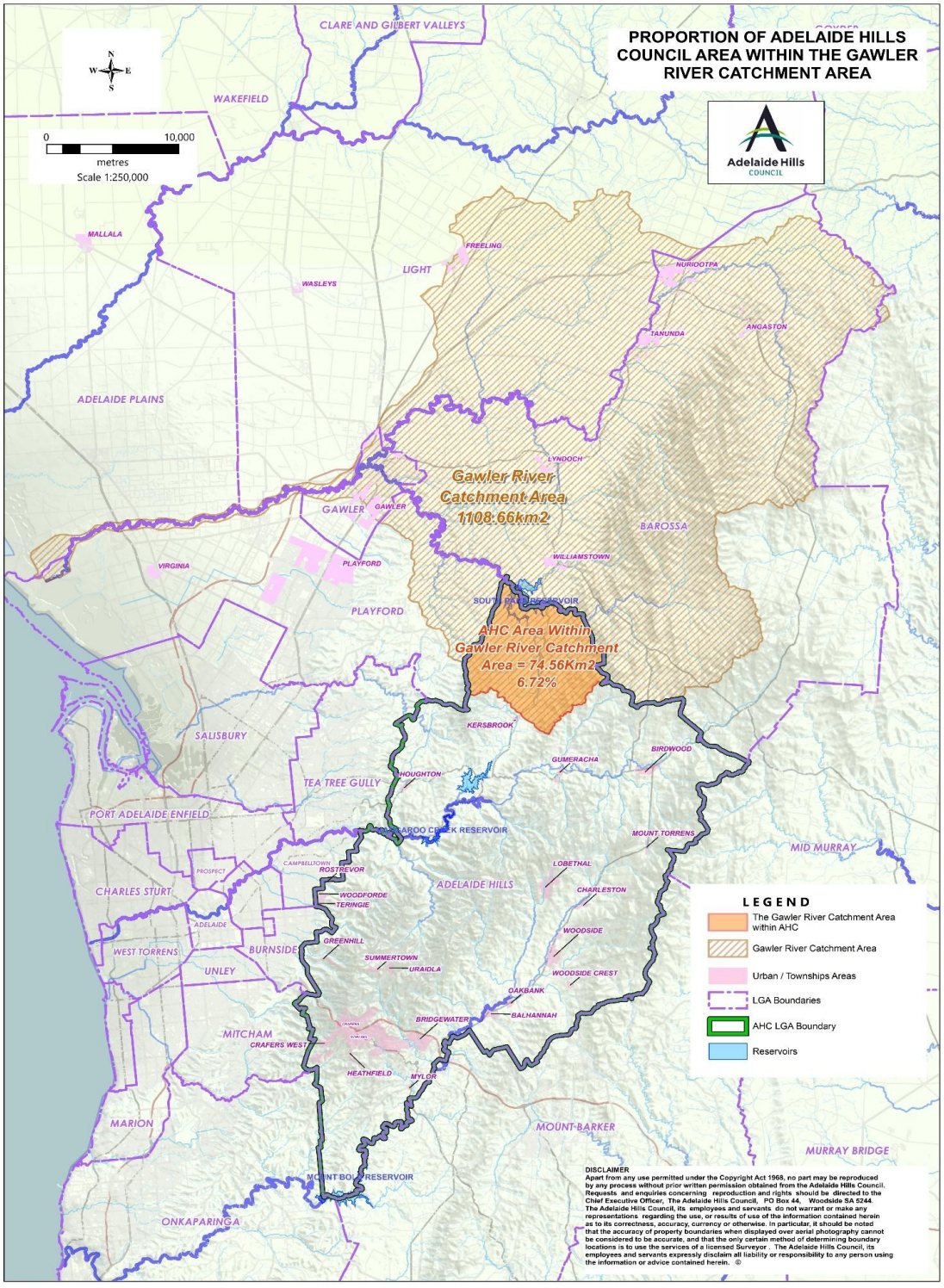
3. The Gawler River Catchment Area: where Adelaide Hills Council fits

Figure 2, titled "*Proportion of Adelaide Hills Council Area within the Gawler River Catchment Area*", provides a regional overview of the Gawler River Catchment, which spans 1,108.66 km.^{2} It highlights the relative size of the Adelaide Hills Council's portion of the catchment, showing that only 6.72 per cent (74.56 km^2) lies within its jurisdiction. While Adelaide Hills Council is a constituent member of the Gawler River Floodplain Management Authority, the map illustrates that most of the floodplain — over 93 per cent — sits outside its boundary.

In addition, the risks posed by the Gawler River are not evenly distributed across the catchment. Several councils within the catchment are significantly more affected due to their location on the floodplain and their exposure to flood events (notably, Light Regional Council, the Town of Gawler, and Adelaide Plains Council). In contrast, the area of the catchment within Adelaide Hills Council is elevated, forested, and has a much lower population and is not exposed to the same risks as other Councils. Further, activities within the Adelaide Hills Council area have little impact on these risks and, where activities may impact these risks, Adelaide Hills Council has minimal operational control over these activities which are primarily managed by SA Water and ForestrySA (see section 3).

A key factor in understanding Council's limited hydrological influence is the presence of the South Para Reservoir. Located on the South Para River approximately 30 km upstream from its confluence with the North Para River, the reservoir is South Australia's second-largest. It plays a critical role in regional water supply. Due to its size and catchment location, the reservoir only fills completely once every five years. SA Water does not actively manage releases once the reservoir reaches capacity, as the reservoir is fitted with an ungated spillway. When full, water spills into the South Para River automatically without operational intervention. While this reservoir is located within the Adelaide Hills Council area, the land within the South Para Reservoir is managed solely by SA Water.

Figure 2- ***Proportion of Adelaide Hills Council Area within the Gawler River Catchment Area***



Source: Adelaide Hills Council

3. Why withdrawal is justified

1. Geographic and operational irrelevance

Adelaide Hills Council's connection to the Gawler River catchment is both geographically limited and operationally minimal. The small portion of the catchment that falls within Council boundaries consists predominantly of land managed by other agencies—primarily SA Water and ForestrySA. Council has no operational responsibility for these areas and no ability to influence water flows into the Gawler River system.

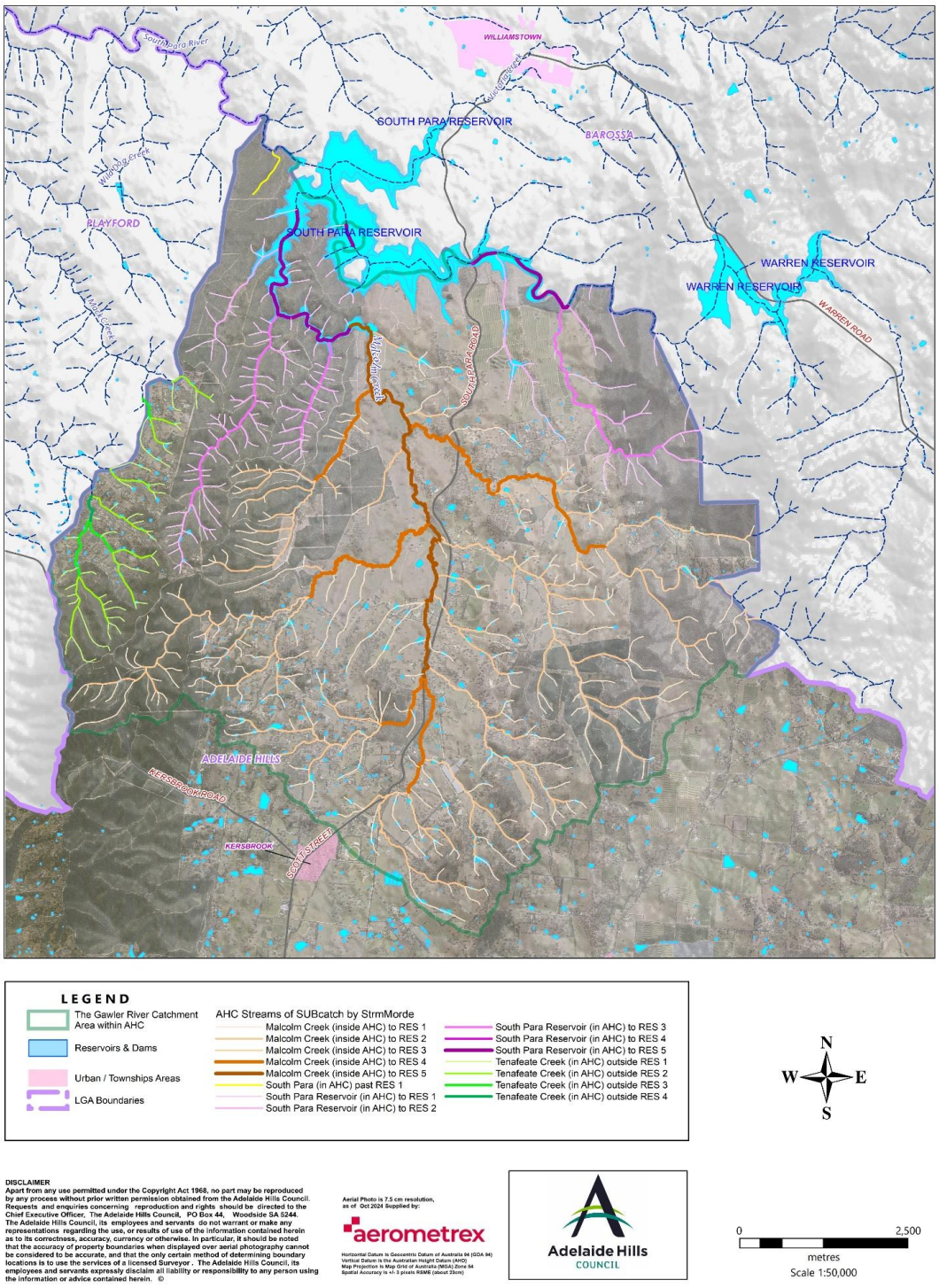
Figures 3 and 4, titled *"Comparing Lengths of Stream Hierarchy Within Adelaide Hills Council Catchment Area,"* and "*Stream Hierarchy Within Adelaide Hills Council Catchment Area*" illustrates how waterways within the Adelaide Hills Council area contribute to the broader Gawler River system. It distinguishes between stream networks that flow directly into the South Para River and those that first pass through the South Para Reservoir, the land of which is managed by SA Water.

Key insights include:

- The total length of stream networks within the Adelaide Hills Council catchment area that contribute to the Gawler River catchment is approximately 386.06 km.
- Green creek lines represent watercourses that flow directly into the South Para River—and ultimately the Gawler River—without passing through the South Para Reservoir. This is only 67.47 km (around 17.5 per cent) of the total stream network.
- Orange and pink creek lines represent waterways that discharge into the South Para Reservoir before joining the South Para River and Gawler River. This is 318.59 km, or over 82 per cent, of stream length within the Council catchment area. The South Para Reservoir is managed by SA Water.

This demonstrates that most of the water originating in the Adelaide Hills Council area is intercepted and regulated by the South Para Reservoir before reaching the Gawler River system. Only a small fraction—less than 18 per cent—contributes directly to the Gawler River floodplain without passing through state-managed infrastructure. This significantly limits Council's contribution to downstream flood risk and reinforces the minimal hydrological influence the Adelaide Hills Council has over the Gawler River floodplain.

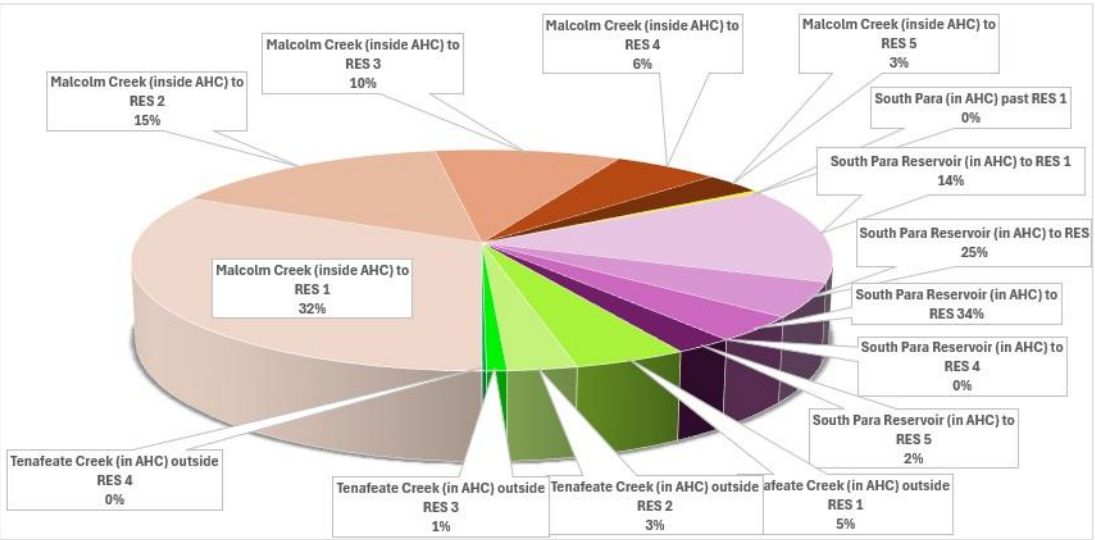
Figure 3: Comparing Lengths of Stream Hierarchy within Adelaide Hills Council Catchment Area



Source: Adelaide Hills Council

Figure 4: Stream Hierarchy Within Adelaide Hills Council Catchment Area

SUBCATCHMENT per AHC LGA	STREAM-MORDE Hierarchy	IN OR NOT IN SOUTH PARA RESERVOIR	Subcatch & StrmMorde	Summed Length_per StreamMorde	totals_m	Tots Per Stream-Morde Group	% of LOW stream Size per Sub Catchment
Malcolm Creek (inside AHC) to RES	1	Stream Leads to SOUTH PARA RES	Malcolm Creek (inside AHC) to RES 1	78,242.49			
Malcolm Creek (inside AHC) to RES	2	Stream Leads to SOUTH PARA RES	Malcolm Creek (inside AHC) to RES 2	36,931.48			
Malcolm Creek (inside AHC) to RES	3	Stream Leads to SOUTH PARA RES	Malcolm Creek (inside AHC) to RES 3	24,169.39		139,343.37	86.78
Malcolm Creek (inside AHC) to RES	4	Stream Leads to SOUTH PARA RES	Malcolm Creek (inside AHC) to RES 4	13,724.93			
Malcolm Creek (inside AHC) to RES	5	Stream Leads to SOUTH PARA RES	Malcolm Creek (inside AHC) to RES 5	7,506.81	160,575.10	21,231.73	
South Para (in AHC) past RES	1	Not Via Res	South Para (in AHC) past RES 1	855.54	855.54		
South Para Reservoir (in AHC) to RES	1	Stream Leads to SOUTH PARA RES	South Para Reservoir (in AHC) to RES 1	34,094.35			
South Para Reservoir (in AHC) to RES	2	Stream Leads to SOUTH PARA RES	South Para Reservoir (in AHC) to RES 2	12,288.77			
South Para Reservoir (in AHC) to RES	3	Stream Leads to SOUTH PARA RES	South Para Reservoir (in AHC) to RES 3	9,036.52		55,419.64	90.63
South Para Reservoir (in AHC) to RES	4	Stream Leads to SOUTH PARA RES	South Para Reservoir (in AHC) to RES 4	10.62			
South Para Reservoir (in AHC) to RES	5	Stream Leads to SOUTH PARA RES	South Para Reservoir (in AHC) to RES 5	5,717.34	61,147.61	5,727.97	
Tenafeate Creek (in AHC) outside RES	1	Not Via Res	Tenafeate Creek (in AHC) outside RES	10,929.09			
Tenafeate Creek (in AHC) outside RES	2	Not Via Res	Tenafeate Creek (in AHC) outside RES	6,694.24			
Tenafeate Creek (in AHC) outside RES	3	Not Via Res	Tenafeate Creek (in AHC) outside RES	1,952.63		19,575.95	97.92
Tenafeate Creek (in AHC) outside RES	4	Not Via Res	Tenafeate Creek (in AHC) outside RES	416.09	19,992.05	416.09	
				242,570.29	242,570.29		



Source: Adelaide Hills Council

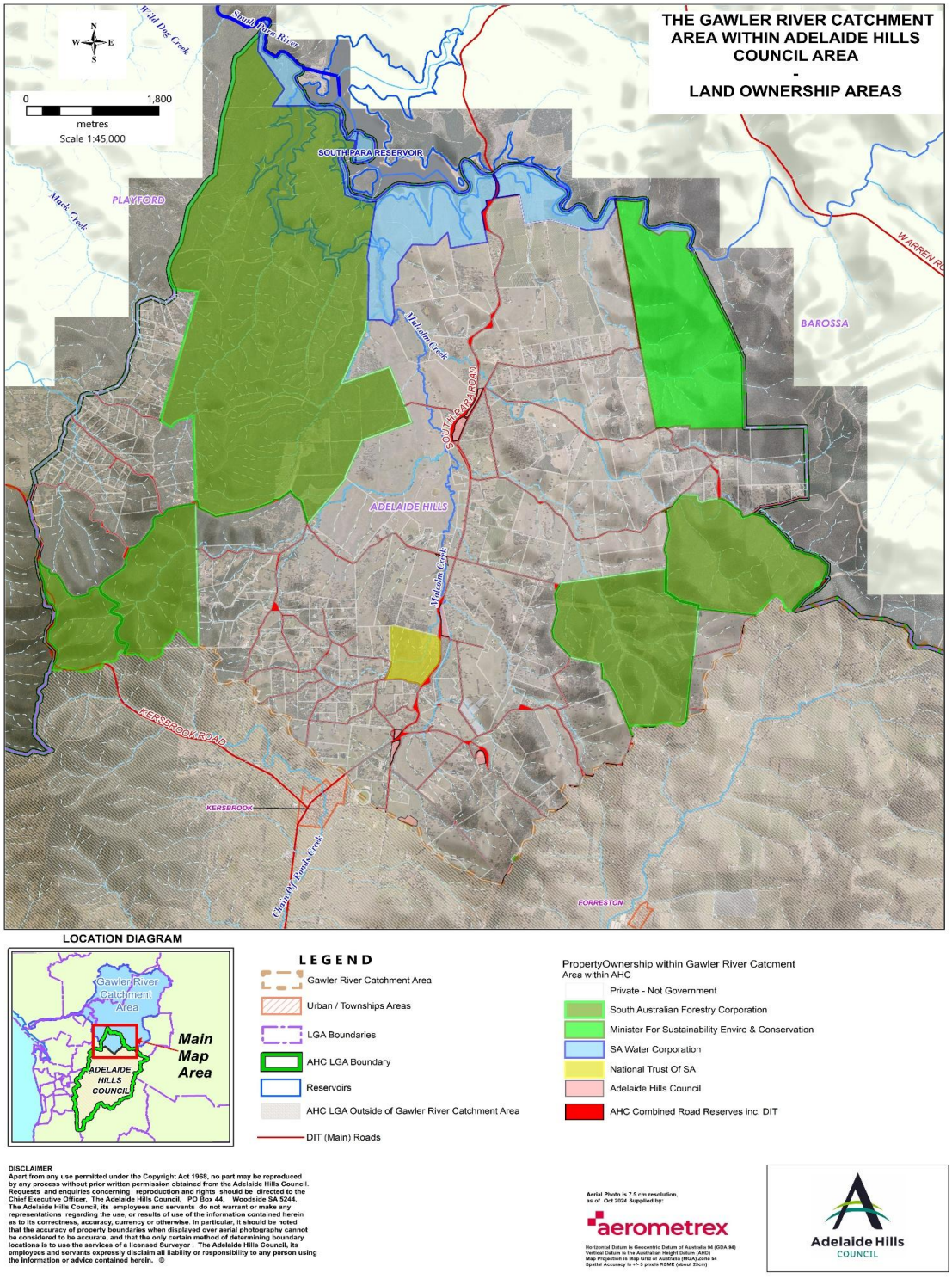
Figure 5 and 6, titled "*The Gawler River Catchment Area within the Adelaide Hils Council Area: Land Ownership Area*" and "*Land Ownership in the Gawler River Catchment Area Within Adelaide Hills Council Area*" illustrate the land tenure within the portion of the Gawler River Catchment that lies inside the Adelaide Hills Council area. It shows that a substantial portion of the Gawler River Catchment within the Council's boundary is owned and managed by State Government entities, not Council.

Specifically:

- ForestrySA manages 22.476 km^2 (29.5 per cent) of land within the catchment, primarily plantation forest. As a State-owned enterprise, ForestrySA has defined responsibilities for sustainable forest management, including erosion control, water quality protection, and fire management — all of which influence runoff and catchment health.
- SA Water holds 3.101 km^2 (4.08 per cent) of land, mostly associated with the South Para Reservoir and its buffer zones.
- An additional 3.9 km^2 (5.17 per cent) of land is either State Government land held for environmental and conservation purposes or National Trust.

Together, these agencies control over approximately 38 per cent of the catchment area within the Adelaide Hills Council boundary.

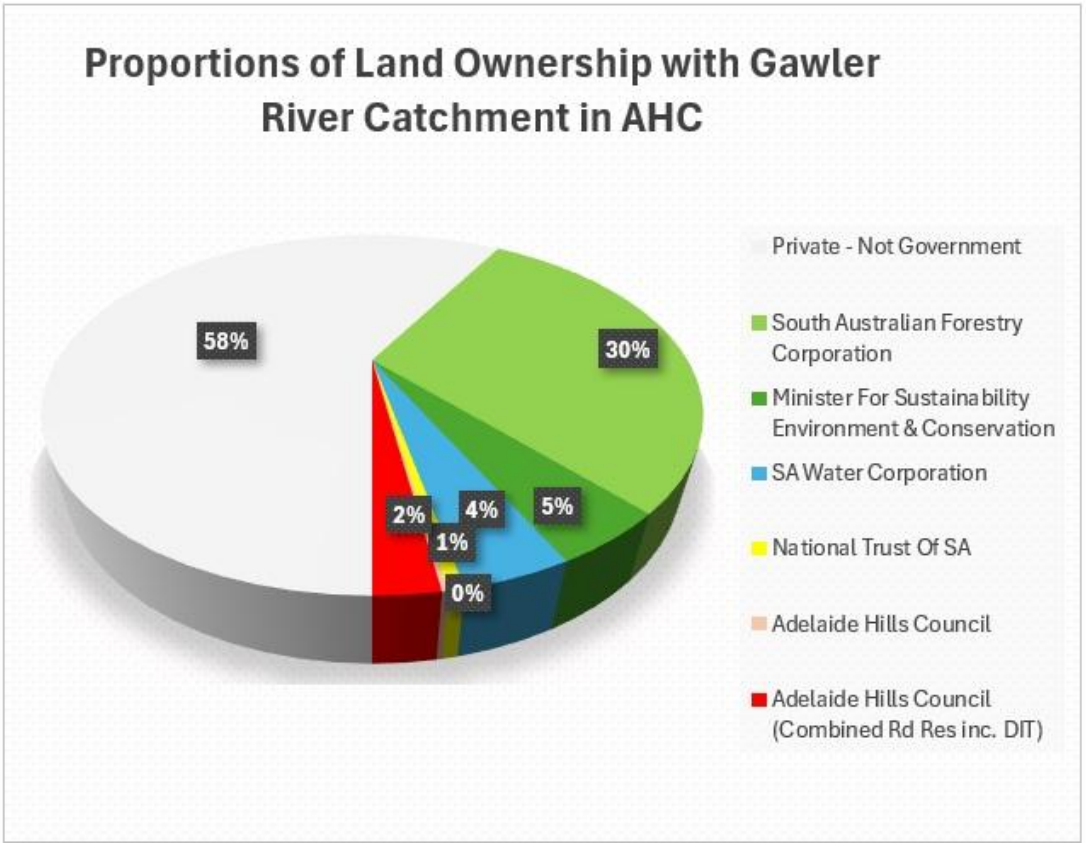
Figure 5: Land Ownership: The Gawler River Catchment Area Within Adelaide Hills Council Area



Source: Adelaide Hills Council

Figure 6: Land Ownership in the Gawler River Catchment Area Within Adelaide Hills Council Area

Owners_Name_General	Summed_km2
Private - Not Government	44.384
South Australian Forestry Corporation	22.476
Minister For Sustainability Environment & Conservation	3.469
SA Water Corporation	3.101
National Trust Of SA	0.462
Adelaide Hills Council	0.168
Adelaide Hills Council (Combined Rd Res inc. DIT)	1.876
	75.936



Source: Adelaide Hills Council

Taken together, these maps clearly demonstrate that Adelaide Hills Council has minimal geographic, operational, and land management relevance within the Gawler River catchment. Given the limited extent of its involvement and the absence of direct benefit to its community, it is unreasonable to expect the Council to contribute funding toward infrastructure or flood mitigation measures in this catchment.

2. Financial inequity and lack of benefit

Adelaide Hills Council currently holds a 5.34 per cent equity share in the Gawler River Floodplain Management Authority (GRFMA), as illustrated in the table below. This equity share represents not only a financial contribution but also an ongoing administrative and governance obligation to an entity whose strategic priorities, infrastructure, and service delivery lie entirely outside the Council's boundaries.

Table 1: Allocation of Council Interests in Net Assets

Constituent Council	Accumulated Subscriptions for Operations to 30 June 2024 $	Accumulated Subscriptions for Maintenance to 30 June 2024	Accumulated Subscriptions for Scheme Works to 30 June 2024 $	All Subscriptions to30 June 2024	Percentage of Contributions to the Total	Council's Interests in Net Assets
Adelaide Hills Council	253,882	6,352	76,527	336,761	5.34%	2,259,016
The Barossa Council	253,682	31,813	383,250	668,945	10.61%	4,488,410
Town of Gawler	253,882	63,586	765,408	1,082,876	17.1%	7,263,539
Light Regional Council	253,882	31,813	383.250	668,945	10.61%	4,488,419
Adelaide Plains Council	253,882	106,079	1,275,673	1,635,634	25.94%	10,973,970
City of Playford	253,882	127,254	1,530,826	1,911,962	30.13%	12,830,701
	1,523,292	**366,897**	**1,530,826**	**6,305,123**	**100%**	**42,303,664**

Source: GRFMA Annual Report 2023-24

There is no GRFMA-funded flood protection infrastructure—such as levees, detention basins, or dam structures—located within the Adelaide Hills Council area. The Council receives no direct benefit from GRFMA assets and has no jurisdiction or influence over the areas they protect. Despite this, Council is required to contribute to the operational, maintenance, and capital costs of downstream infrastructure based solely on equity share, rather than on exposure to flood risk or the receipt of protective benefit.

The GRFMA's operations are funded through a formula-based model that requires equal operational contributions (16.66 per cent) from each Constituent Council, alongside variable contributions for capital works and maintenance. In practice, this cost-sharing model has placed an increasing and disproportionate burden on Adelaide Hills Council.

Table 2: Percentage share across Constituent Councils

Constituent Council	Capital Works	Maintenance of Assets	Operational Costs
	Percentage Share	Percentage Share	Percentage Share
Adelaide Hills Council	1.73%	1.73%	16.66%
Adelaide Plains Council	28.91%	28.91%	16.66%
The Barossa Council	8.67%	8.67%	16.66%
Town of Gawler	17.34%	17.34%	16.66%
Light Regional Council	8.67%	8.67%	16.66%
City of Playford	34.68%	34.68%	16.66%
Total	100%	100%	100%

Source: Agenda, GRFMA Board Meeting 15 August 2024

As illustrated in the table below, in 2023–24, Council's total contribution to the GRFMA was $27,356, comprising $24,938 in operating costs and $2,418 in asset maintenance. By 2024–25, this figure had risen sharply to $48,642—an increase of approximately 78 per cent. This included a doubling of operating costs to $46,228, while asset maintenance costs remained largely unchanged. This is the largest proportional increase of any Constituent Council.

Table 3: Funding increases between 2023-24 to 2024-25

	2023-24 Operating	2023-24 Asset maint	2023-24 Total	2024-25 Operating	2024-25 Asset maint	2024-25 Total	Total increase
Adelaide Hills Council	$ 24,938	$ 2,418	$ 27,356	$ 46,228	$ 2,414	$ 48,642	78%
Adelaide Plains Council	$ 24,938	$ 40,390	$ 65,328	$ 46,228	$ 40,330	$ 86,558	32%
The Barossa Council	$ 24,938	$ 12,117	$ 37,055	$ 46,228	$ 12,099	$ 58,327	57%
Town of Gawler	$ 24,938	$ 24,234	$ 49,172	$ 46,228	$ 24,198	$ 70,426	43%
Light Regional Council	$ 24,938	$ 12,117	$ 37,055	$ 46,228	$ 12,099	$ 58,327	57%
City of Playford	$ 24,938	$ 48,482	$ 73,420	$ 46,228	$ 48,410	$ 94,638	29%
TOTAL	**$ 149,628**	**$ 139,758**	**$ 289,386**	**$ 277,368**	**$ 139,550**	**$ 416,918**	**44%**

Source: Agenda, GRFMA Board Meeting 15 August 2024

While all councils experienced an increase in operational contributions—from $24,938 to $46,228—other councils were already contributing significantly more to asset maintenance. For example:

- Town of Gawler increased from $49,172 to $70,426 (43 per cent increase)
- Light Regional Council rose from $37,055 to $58,327 (57 per cent increase)
- Adelaide Plains Council rose from $65,328 to $86,558 (33 per cent increase)

These comparisons highlight the disproportionate financial burden placed on Adelaide Hills Council, despite its minimal geographic presence in the catchment and complete lack of benefit from GRFMA infrastructure. Notably, the GRFMA's primary asset—the Bruce Eastick North Para Flood Mitigation Dam, valued at over $25 million according to the GRFMA Asset Management Plan 2023–2032—does not service or protect the Adelaide Hills Council area in any way.

The GRFMA's own Strategic Plan 2021–2026 acknowledges that "differences in perspectives and priorities between upstream and downstream Constituent Councils" exist, particularly regarding who benefits from infrastructure and how funding responsibilities are apportioned.

Adelaide Hills Council continues to contribute equally to operational costs despite deriving no tangible benefit for its ratepayers. This arrangement is not only inefficient—it is fundamentally inequitable. None of the GRFMA's current or planned initiatives are designed to serve or protect the Adelaide Hills community, yet Council remains obligated to share in the costs.

While the Council acknowledges that its withdrawal will result in a redistribution of financial responsibilities among the remaining Constituent Councils, this is a fair and necessary adjustment given the longstanding mismatch between cost burden and benefit realisation.

3. Misalignment with strategic priorities

The Adelaide Hills Council's Strategic Plan, titled "*A Brighter Future for Everyone*", emphasises the importance of local relevance and community-specific initiatives.

The plan outlines goals including:

- A functional built environment: focusing on infrastructure that supports local needs.
- Community wellbeing: enhancing the quality of life for residents through tailored services.
- A valued natural environment: preserving and managing the unique environmental assets of the Adelaide Hills region.

These goals underscore the Council's commitment to initiatives that directly benefit its community, reflecting a strategic direction centered on local relevance and tailored community services.

In contrast, the **GRFMA's Strategic Plan for 2021–2026** focuses on flood mitigation efforts primarily in the Gawler River catchment area, of which the Adelaide Hills Council has little influence. Key initiatives include:

- Upgrading the Bruce Eastick North Para Flood Mitigation Dam: enhancing infrastructure to manage flood risks.
- Developing a comprehensive Community Awareness Program: educating communities about flood risks and mitigation strategies.

- Seeking funding from federal programs like the Disaster Ready Fund: securing resources for large-scale flood management projects.

Likewise, the **GRFMA's 2023–24 Annual Report highlights** the progression of two key reports—the Business Case and the draft Stormwater Management Plan—as the major achievements of the reporting period. These documents are presented as foundational to the Authority's strategy for delivering future flood mitigation infrastructure for the Gawler River Catchment. However, these initiatives are primarily targeted at regions downstream of the Adelaide Hills, areas more susceptible to flooding from the Gawler River.

For example, the draft **GRFMA Stormwater Management Plan**, released in April 2025, outlines a strategic approach to managing stormwater in the lower catchment—from the confluence of the North and South Para Rivers near Gawler, to Port Gawler. The plan prioritises flood risk reduction, water quality improvements, and the protection of ecological and cultural values within this downstream corridor—well

outside the jurisdiction and interests of Adelaide Hills Council. Figure 7 shows the focus area identified in the plan, spanning from Gawler to Port Gawler and including land near the river channel, marked in red on the map below.

Figure 7: Gawler River lower catchment area

Source: GRFMA draft Stormwater Management Plan

Planned capital works outlined in the draft Stormwater Management Plan exceed $220 million and include a proposed $195 million upgrade to the Bruce Eastick Dam and $30.5 million in levee improvements—none of which benefit the Adelaide Hills community but expose Council to large financial liabilities. In addition to these capital projects, the plan proposes flood education campaigns, new forecasting systems, and planning control reforms—all targeted at lowland communities such as Gawler, Angle Vale, and Port Gawler. Illustrating this point, the community engagement on the Stormwater Management Plan has been largely focussed on the lowland communities, with drop-in sessions held in Gawler and Angle Vale and the City of Playford facilitating the online engagement hub.

Despite its lack of relevance to Adelaide Hils, the Council continues to contribute equally to GRFMA administrative costs, including for the development of consultation materials, social media campaigns, and engagement activities that do not involve or benefit the Adelaide Hills community. The principle of equal financial contribution does not reflect the varying levels of exposure, benefit, or involvement across Constituent Councils and highlights the inequity of the current funding model—particularly for a council like the Adelaide Hills Council, which sits entirely outside the Stormwater Management Plan's area of focus.

Likewise, the **GRFMA's Business Case outlines** a suite of flood mitigation strategies aimed at enhancing flood protection along the Gawler River and that have little relevance to the Adelaide Hills Community.

Key initiatives include:

- Raising the Bruce Eastick Dam: a proposed 10-metre increase in the dam wall height to augment flood storage capacity.
- Strengthening planning controls: implementing stricter regulations for developments near the Gawler River to minimise flood risk.
- Community flood awareness campaign: educating residents in flood-prone areas about risks and preparedness.
- Levee infrastructure upgrades: repairing and maintaining levees along the lower Gawler River to contain floodwaters during high-flow events.

While these measures are designed to benefit communities along the Gawler River, they hold limited relevance for Adelaide Hills Council. The Council's jurisdiction lies upstream, with minimal exposure to the flood risks addressed in the Business Case. Consequently, the proposed investments do not align with the specific needs or priorities of the Adelaide Hills community.

Additionally, the **GRFMA's Asset Management Plan** 2023–2032 outlines the strategic approach to maintaining and renewing the Authority's flood mitigation infrastructure over the coming decade. The plan centres on a single major asset—the Bruce Eastick North Para Flood Mitigation Dam—and associated infrastructure, with the portfolio valued at approximately $25.8 million.

From Adelaide Hills Council's perspective, the Asset Management Plan reinforces the underlying issue that has prompted its desire to exit the Authority: the infrastructure managed under the GRFMA delivers no tangible benefit to the Adelaide Hills district. The Bruce Eastick Dam is located downstream, outside Council's jurisdiction, and plays no role in mitigating flood risk within our communities. Despite this, Council is required to contribute to the financial upkeep and renewal of these assets.

The Asset Management Plan outlines expected service levels and lifecycle strategies for infrastructure maintenance, upgrades, and eventual replacement. While this forward planning is commendable, it carries significant financial implications for all Constituent Councils, including those—like Adelaide Hills Council—that do not receive direct benefit. The forecasted financial commitments presented in the Asset Management Plan must be seen in light of Council's limited operational involvement, geographic disconnect, and absence of infrastructure within its boundaries.

This misalignment between GRFMA priorities and the Council's own strategic objectives raises serious concerns about the ongoing value of participation. The Asset Management Plan offers no opportunity for local influence or tailoring of investment to meet the needs of the Adelaide Hills community. Instead, it locks Council into a funding model based on equal contribution, regardless of the degree of risk, exposure, or benefit.

In this context, Adelaide Hills Council contends that continued membership in the GRFMA does not represents responsible stewardship of ratepayer funds.

The GRFMA's **Long-Term Financial Plan 2022–2032** outlines the financial framework that will guide the Authority's operations, asset maintenance, and infrastructure investment over the next decade. It aims to support the coordinated delivery of regional flood mitigation priorities, but for Adelaide Hills Council, the plan underscores a broader concern about the equity and value of ongoing membership in the Authority.

The GRFMA's Long-Term Financial Plan sets out detailed projections for revenue, expenditure, and capital works, including ongoing renewal of the Bruce Eastick Dam and potential new projects. These forward-looking commitments are underpinned by an expectation that all six Constituent Councils—regardless of geographic relevance or

benefit—will continue to provide consistent financial contributions throughout the life of the plan. For Adelaide Hills Council, this presents a misalignment between long-term financial obligations and any measurable return to its ratepayers.

Notably, the GRFMA's Long-Term Financial Plan acknowledges that the GRFMA will operate in deficit for the foreseeable future. It also confirms that depreciation is unfunded, raising concerns about the long-term financial sustainability of the Authority's infrastructure. Despite these risks, the plan calls for continued operational and capital contributions from all member councils. For a council such as the Adelaide Hills Council, which derives no direct benefit from GRFMA-managed assets or proposed capital works, this arrangement is difficult to justify.

In this context, the GRFMA's Long-Term Financial Plan serves to reinforce the inequity of the current funding model and the importance of resolving Adelaide Hills Council's membership status. Continued participation in the GRFMA would lock the Council into a financial roadmap designed to service priorities from which it derives little or no direct value. Withdrawal offers a more prudent and equitable path forward, aligned with Council's strategic responsibility to direct resources toward outcomes that benefit the Adelaide Hills community.

Adelaide Hills Council's flood management priorities differ significantly from those of the Gawler River Floodplain Management Authority. While the GRFMA is focused on large-scale flood mitigation in downstream areas beyond our Council boundary, Adelaide Hills Council is primarily concerned with managing the more frequent and immediate impacts of localised flooding within our region.

The Adelaide Hills has experienced a series of significant localised flood events that have placed considerable pressure on local infrastructure and impacted community safety. For example:

- In 2016/17, severe weather caused major damage to Council roads, including the washout of Montacute Road and widespread road slips across the district, highlighting the vulnerability of hills terrain to stormwater impacts.
- In June 2023, intense rainfall led to flash flooding and road closures across key routes such as Mount Barker Road in Verdun, River Road in Hahndorf, the Hahndorf/Verdun freeway off-ramp, and Lobethal Road in Ashton. Overflow from private dams created further hazards.
- In December 2024, heavy rainfall again raised flash flooding concerns and strained local infrastructure.
- In May 2025, the State Emergency Service issued flood watch and act warnings for dams at Basket Range and Hope Forest, prompting road closures and community alerts due to dam failure risks.

- In 2024/2025 Council developed a draft Stormwater Management Plan for Aldgate, Bridgewater, Crafers and Stirling, which identifies flooding risks at eight sites. Mitigating these risks will have significant financial implications for Council.

Council also owns and manages a large and high-value stormwater infrastructure network. Given the varying age and condition of these assets, some are likely to be deteriorating, which may compromise the drainage system's performance. Without proactive asset planning, structural failure of ageing infrastructure could necessitate urgent and costly repairs.

While the Adelaide Hills is not affected by the large-scale downstream flood risks managed by the GRFMA, our region faces regular and significant localised flood events that require a different, more tailored response. Effective asset management is critical to this approach. It enables Council to plan ahead, prioritise works, and schedule asset renewal in a way that ensures limited resources are directed where they will deliver the greatest benefit.

The Council's withdrawal will allow reallocation of its limited resources to projects aligned with the Adelaide Hills community, such as enhanced flood resilience and bushfire preparedness—areas of genuine relevance and strategic importance to the community.

4. Longstanding concerns

The decision to proceed with seeking Ministerial approval to withdraw from the GRFMA, as outlined in Section 2, followed a series of concerns raised by Council over several years — most notably the inequitable cost-sharing arrangements associated with the GRFMA's Business Case. These concerns were central to Council's reasoning to request withdrawal from the GRFMA and were formally registered in the lead-up to its withdrawal resolution.

At its meeting on 23 April 2024, Council resolved not to approve the GRFMA's 2024–25 Annual Business Plan and Budget, citing the limited benefit to the Adelaide Hills community and the inequity of apportioning Business Case development costs equally among member councils. Council argued that cost-sharing should reflect each council's relative contribution to flood risk and the benefits derived from any resulting mitigation works.

This decision triggered a dispute resolution process, which concluded when Council later approved the 2024–25 Business Plan and Budget on 23 July 2024—while formally registering its ongoing objection to funding the Business Case.

Council's objection stems from the fact that the Adelaide Hills community neither contributes to flood risk nor stands to benefit from the mitigation measures under consideration.

The GRFMA's request to defer withdrawal until the Business Case is finalised must be considered in this context. The record shows that Council has consistently and reasonably opposed funding initiatives that do not serve its community. Its decision to proceed with withdrawal before 30 June 2025 reflects a desire to avoid further financial obligations that are both inefficient and inequitable.

4. Why withdrawal can benefit the GRFMA

If Adelaide Hills Council withdraws from the GRFMA, the remaining Constituent Councils may experience several benefits. The Council's departure could alleviate some of the administrative burden associated with coordinating six councils, leading to streamlined communication and more efficient decision-making processes. With fewer councils needing to reach consensus on strategic directions, budget allocations, and project priorities, operational efficiency within the GRFMA could be enhanced.

Moreover, this reduced complexity may foster greater accountability among the remaining councils. A more focused group could lead to improved engagement in the governance of GRFMA initiatives, strengthening the commitment to collaborative projects that address the specific needs of the councils most affected by flood risks.

The withdrawal of Adelaide Hills Council also presents an opportunity for the remaining councils to better align flood mitigation initiatives with their local objectives. This could enable a more tailored approach to resource allocation and project planning, ensuring that efforts reflect the priorities and concerns of the councils continuing to face flood risks.

Additionally, the departure may allow for the reallocation of the Adelaide Hills Council's share of depreciation expenses, providing the remaining councils with an opportunity to strengthen their cases for additional flood mitigation projects. The increased financial stake and consolidated interests could lead to more cohesive and effective project planning, directly benefiting the councils most impacted by flood risks.

Lastly, according to Disaster Relief Australia, a higher number of councils increases the complexity of disaster response coordination. If Adelaide Hills Council exits the GRFMA, it could streamline disaster response efforts across the Gawler River Catchment. With fewer councils involved, there would be a reduction in the number of personnel requiring updates during flood risk scenarios.[5] This would lessen the communication burden on South Australian agencies like the Department for Environment and Water and the State Emergency Service, as

[5] HH3250 DRA Gawler River Catchment Doc.indd

well as national bodies such as the Bureau of Meteorology. Consequently, these organisations could allocate resources more efficiently and respond more swiftly to flood events, enhancing the overall effectiveness of emergency management.

In summary, the withdrawal of Adelaide Hills Council from the GRFMA has the potential to deliver operational, financial, and strategic advantages for the remaining Constituent Councils. By simplifying governance structures, improving alignment with flood risk priorities, and enhancing emergency response coordination, Council's exit could support a more agile and targeted approach to floodplain management across the Gawler River Catchment.

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5. Conclusion

Adelaide Hills Council's decision to seek Ministerial approval to withdraw from the Gawler River Floodplain Management Authority is grounded in clear evidence, sound reasoning, and a commitment to responsible governance.

The Council's involvement in the GRFMA has become increasingly misaligned with its geographic relevance, hydrological influence, financial return, and strategic priorities. The area of the Gawler River catchment within the Council's jurisdiction is minimal, largely state-managed, and does not contribute significantly to downstream flood risk. The Council has little operational responsibilities in this area, nor does it derive any benefit from GRFMA-funded infrastructure or initiatives.

Despite this, Adelaide Hills Council continues to contribute equally to operational costs and is expected to fund capital works that provide no tangible value to its community. The Council has absorbed the highest proportional increase in contributions among all Constituent Councils—despite being the least serviced or protected by GRFMA assets. This financial model is not only inequitable but unsustainable, particularly when viewed alongside the GRFMA's own Strategic Plan, Business Case, and Asset Management Plan, all of which remain focused on downstream priorities.

Furthermore, Council's continued membership in the GRFMA contradicts its own Strategic Plan, which emphasises targeted investment in local infrastructure, community wellbeing, and environmental management—priorities that are not supported through the GRFMA's current or proposed projects.

Withdrawal also has the potential to benefit the GRFMA. It may simplify governance, reduce administrative complexity, and allow the remaining councils—those with the most at stake in managing flood risk—to have greater influence over priorities and resource allocation. It may also streamline emergency response coordination across the catchment, enabling more efficient communication and action during flood events.

Considering the limited relevance, disproportionate cost burden, and lack of strategic alignment, the Adelaide Hills Council's withdrawal from the GRFMA is not only reasonable—it is necessary. It allows the Council to redirect resources toward areas of genuine community need and ensures ratepayer funds are invested in ways that deliver meaningful outcomes for the Adelaide Hills region. It will have little impact on the management of the Gawler River Catchment Area.

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Adelaide Hills
COUNCIL

MATTERS FOR INFORMATION

6.7 WILLIAMSTOWN AND LYNDOCH LANDCARE GROUP - MINUTES OF MEETING

Author: Executive and Project Support Officer
25/43787

Minutes of the Williamstown and Lyndoch Landcare Group Inc. meeting held 28 May 2025, are attached for information.

ATTACHMENTS

Attachment 1 Minutes - Williamstown and Lyndoch Landcare Group Inc - 28 May 2025 ⇩

SUPPORTING REFERENCES

Nil

Meeting Minutes

PO Box 694
Lyndoch, SA 5351

Purpose **General Meeting**

Prepared by Terry Redman **Phone No.** 0418 857 915

Location Council Rooms, 29 Barossa Valley Way, Lyndoch, SA 5351 **Date** 28 May 2025

Attendees Angus Atkinson (Chair), Peter Henshaw, Terry Redman, Tracy Sinclair, Tina Woods, Joerg Wiese

Quorum

Number of registered members:	20% of registered members	Attendees	Quorum[1] achieved?
23	4.6 (rounded up) **5**	6	**Yes**

Distribution All current & life members, Chris Kruger (Executive Assistant, Development and Environmental Services The Barossa Council) and Kim Thompson.

File 20250528_GeneralMeetingMinutes.docx

Item		Action by	Date Due
1	**Meeting Opened** 7.34 pm.		
2	**Apologies –** Nelly Van Der Lerssel, Don Wegener, Shirley Wegener, Elke Wiese, Margaret Puddy, Pam Cross.		
3	**Minutes of previous Meeting** held 23 April 2025. **Moved:** Tina Woods, **Seconded:** Peter Henshaw – **Carried unanimously**		
4	**Business Arising last meeting:** No business arising.		

WILLIAMSTOWN & LYNDOCH LANDCARE GROUP INC.
LANDCARE SOUTH AUSTRALIA

Meeting Minutes

4.1	**Actions now closed:** ACTION: **National Parks and Wildlife Service, Park of the Month – June 2025 – Parks of the Barossa** No contact from National Parks and Wildlife Service		
	ACTION: Open Day 2026/The Great Vintage Picnic 27/04/2026 Successful event. Secretary to provide feedback to Organisers		
4.2	**Actions Still open:**		
	ACTION: BBBFM," Lets chat Barossa" Podcast Tina Wood and Nelly Van Der Lerssel to contact BBBFM	Tina Woods Nelly Van der Lerssel	July 25
	ACTION: Review of WLLG Constitution Final version of WLLG Constitution (document **WLLG_Constitution_20250626.pdf**) to be presented for adoption at the General Meeting to be held on Wednesday 25 June 2025, at 7.30pm at the Lyndoch Council Rooms, 29 Barossa Valley Way, Lyndoch, SA,5351.	Tina Woods	June 25
	ACTION: Finance Policy Document New Finance Policy document presented for approval. **Moved:** Tracy Sinclair, **Seconded:** Joerg Wiess, **Carried unanimously**	Tina Woods	
5	**New Actions from Business arising this meeting:** **ACTION: Insurance - Groups Insurance Renewal** • Renewal to be submitted	Tina Woods	June25
6	**Correspondence IN-**		
	• **Friends of Parks and Nature SA -** ○ **Wednesday Weekly mailout -** • 23/04/2025, 30/04/2025, 07/05/2025, 14/05/2025, 21/05/2025 • **Northern and Yorke –** • **Liz Ninnes –** Autumn- Information for Northern and Yorke environmental volunteers and Nature Educators • Yakka News – 30/04/2025 • Community Groups Insurance Renewal		

WILLIAMSTOWN & LYNDOCH LANDCARE GROUP INC.
LANDCARE SOUTH AUSTRALIA

Meeting Minutes

	• **Landcare Association of South Australia**
	  • Quarterly Newsletter from Landcare SA – 16/05/2025
	• **Green Adelaide Newsletter** –
	  • May 2025
	• **Nigel Blieschke – Viticulturist, Torbreck, Hillside Vineyard, Altona**
	  • Revegetation program of Hillside Vineyard. Assistance sought.		

	Correspondence OUT- • Angus Atkinson – provided Nigel Blieschke with date for May General meeting and time of Thursday's working bees as an opportunity to further discuss conservation efforts at Hillside Vineyard, Altona. • Tina Woods – Notification of final version of Constitution to be presented for adoption at the General Meeting to be held on Wednesday 25 June 2025, 7.30 pm at Lyndoch Council Rooms, 29 Barossa Valley Way, Lyndoch, SA 5351 • Tina Woods – Proxy Pro-forma form.		
7	**Chair Report** Great Vintage Picnic - Sunday 27th April 2025 An excellent day for all with many visitors to our displays about the reserve and a great deal of interest from locals and visitors. Thanks to all the volunteers who assisted on the day: Don, Terry, Nelly, Tracy and Tina. Special thanks to Peter for all his help both on our display and with the overall Picnic Day organisation. Reserve actions. May has remained mostly dry and mild so there has been little weed germination to follow up on. Mostly monitoring and tidy up for track sides and fence lines. Some Bridal Creeper germination has been noted and trials begun on alternative Bio Control sprays to evaluate suitability for longer term control. The heavier rains this week are likely to begin rapid germination so monitoring and actions are to be increased next month. On a more sombre note, we had reported tree damage alongside the Blue Loop. Investigation showed three small trees had been cut down using a small tool like a tomahawk or machete knife. The damaged trees have been pruned and removed from the track side and we will continue to monitor any recurrence. hopefully a minor case of juvenile vandalism. St Jakobi Class Visits. Due to a reschedule request from St Jakobi, this month's visit was changed to the 8th. The students were very impressed with the found foliage mandala display from ANZAC day and spent some time adding small displays to the top sand track (Blue Loop). Don and Shirley Wegner. Shirley's illness has necessitated a stepping back from active volunteering for them both. We all send them and their family best wishes and our hopes for her speedy recovery.		

WILLIAMSTOWN & LYNDOCH LANDCARE GROUP INC.
LANDCARE SOUTH AUSTRALIA

Meeting Minutes

8 **Monthly Volunteer Hours Summary**

Tasks	YTD	APR 25	MAY 25 (to 22/5/25)
1. Admin Duties (Committee Members)[2]	**144**	9	11
2. Meetings, home & away	**109**	11	
3. Promotions. (Tours, demos, etc.)	**51**	18	2
4. Propagation (Sowing, planting out, seed collection, etc.)	**0**		
5. Weed & Pest Control	**657**		20
6. Construction & maintenance (Equipment, fencing, trails, buildings, etc.)	**81**	13	12
7. Equipment design & manufacture (Seed boxes, displays, jigs, tools, etc.)	**0**		
8. Monitoring	**110**	28	19
Totals	**1151**	**80**	**64**

9 **Treasurers Report** – As presented by Tina Woods

Moved: Terry Redman, **Seconded:** Joerg Wiess – **Carried unanimously**.

Monthly Income & Expenditure – since second to last General Meeting

	APR 25	May 25 (as at 22/5/25)
Balance Brought Forward	$3,618.72	$3,618.75
Income	$ 0.03	Nil
Expenses	nil	Nil
End Month Balance	**$3,618.75**	**$3,618.75**

WILLIAMSTOWN & LYNDOCH LANDCARE GROUP INC.
LANDCARE SOUTH AUSTRALIA

Meeting Minutes

Account Balances – since last General Meeting

	APR 25	MAY 25 (as at 22/5/25)
Administration	$2,732.03	$2,732.03
Credit Union Share	$2.00	$2.00
Project No.2 (Altona)	$884.72	$884.72
Total End Month Balance	**$3,618.75**	**$3,618.75**

Notes:

1. **Finance Management Policy –** draft submitted to committee members on 23 April and to all members via email on 13 May for review/comment. Document to be presented for adoption at the May general meeting.
2. **Expected Future expenditure** -
   - **Environmental Weed Control & Revegetation – approximately $1,500**. There has been additional funding of $1,500 allocated for professional weed control from the FY25 budget. Due to the current drought this money may not be spent in FY25 but will be added to the FY26 fund to control weeds when the rains do come. Amanda Pearce will be undertaking an assessment to determine if there are sufficient weeds to be controlled in early June.
   - **Government of SA, Consumer and Business Services - $83.50.** Lodgement of the new Constitution with the CBS, likely to be early July.

10 **Petty Cash** – as presented by Angus Atkinson
Current balance $125.35.

11 **Work Health and Safety**
Nil

12 **Publicity:**

- **Facebook**
  - Regular updates continuing. 654 followers.
- **Lyndoch Grapevine**
  - Standing Advertisement
- **Willy Wagtail**
  - Standing Advertisement

WILLIAMSTOWN & LYNDOCH LANDCARE GROUP INC.
LANDCARE SOUTH AUSTRALIA

Meeting Minutes

13	**General Business:** **Barossa Country Walks app** Tina Woods to investigate obtaining QR code for App, to be placed on Reserve Notice board, to allow visitors to download a map of the Reserve. **Fox activity**. Increased evidence of fox activity. Ongoing monitoring to occur. **FrogSpotter app – Frogwatch SA, Winter Census, 1 June to 8 June 2025.** 3-minute recording of frog calls to determine species. Ongoing monitoring to occur.		
14	**Key Dates for 2025** – • **St Jakobi - school visits** ○ 12/6/2025 ○ 7/8/2025 ○ 4/9/2025 ○ 30/102025 ○ 17/11/2025		
15	**Next Meeting** – The next Meeting will be Wednesday 25th June 2025, Council Rooms, 29 Barossa Valley Way, Lyndoch, SA		
16	**Meeting Closed:** .8.25		

Notes-

1. Under the Constitution dated 27 July 2005 – A **quorum** at any general meeting shall be 20% of all registered members.

	Name	**Signature**	**Date**
Member who presided over the meeting which these minutes record:		I confirm that these minutes are an accurate record of the proceedings of the meeting:	
Member who presided at the meeting where these minutes are confirmed:			

MATTERS FOR INFORMATION

6.8 TREES FOR LIFE - BUSH FOR LIFE REPORT

Author: Executive and Project Support Officer
25/43822

Trees for Life (TFL) have forwarded a copy of the 'Bush for life Quarterly Report January to March 2025' which is attached for information.

Currently there are six Bush for life sites on Council land, with significant work occurring.

An extremely hot and dry summer led to reduced broadleaf weeds, allowing more time for targeted activities.

ATTACHMENTS

Attachment 1 Bush for Life Quarterly Report June 2025 ⇩

SUPPORTING REFERENCES

Nil

BUSH FOR LIFE

QUARTERLY REPORT

January to March 2025

TreesForLife

Site Owner: The Barossa Council

BFL Coordinator: Elisha Brunton

Profile	
Number of BFL sites owned	6
Number of site carer allocations (at end of quarter)	4
Staff on-ground work hours this quarter	3.25
Volunteer on-ground work hours this quarter	4.5 (group activities) + estimated 36 (unsupervised)
Carer movements this quarter	2 new carers and 0 retirements

Trialling treatment techniques at Boehm Springs

Blackberry post-treatment at Boehm Springs

Comments:

It was a very quiet quarter due to the extreme hot summer which lead to inactivity of broadleaf weeds. Forward planning to achieve targeted activities in the first two quarters of the financial year means that this quarter is left for planning and liaising with volunteers.

In January a meeting was held at Winters Road with Council and a neighbouring landholder regarding a Grass-roots grant for joint pest management at the BFL site and neighbouring property.

At Boehm Springs in March we worked on Arum Lily and created a few test treatment plots. The recent Blackberry treatment from a contractor was noticeable with tracks still being open to walk the perimeter of the site.

Site activities during the quarter							
Date	Sitecode	Site Name	Activity	OGW time (hrs)	Number of volunteers	Total hours (staff + vols)	Main weeds/tasks
29/01/2025	BR002	WINTERS RD	Support	0.75	0	0.75	Meeting with Council and Neighbouring Landholder
11/03/2025	BR003	BOEHM SPRINGS	MiniBAT	2.25	2	6.75	Arum Lily, Hazard assessment
11/03/2025	BR006	ALTMANN RD	Support	0.25	0	0.25	Hazard assessment

On-ground Works Summary			
# BATs	0	# Support visits	2
# MiniBATs	1	Total hours OGW (staff+vols)	43.75

MATTERS FOR INFORMATION

6.9 SISTER CITIES ADVISORY COMMITTEE - AGENDAS AND MINUTES - 22 MAY 2025

Author: Executive Business Partner
25/44031

Please find attached the agenda and minutes for the Sister Cities Advisory Committee held on 22 May 2025.

ATTACHMENTS

Attachment 1 Agenda - Sister Cities Advisory Committee Meeting - 22 May 2025⇩

Attachment 2 Minutes - Sister Cities Advisory Committee Meeting - 22 May 2025⇩

SUPPORTING REFERENCES

Nil

NOTICE OF MEETING

Notice is hereby given that the next ordinary meeting of an Sister City Advisory Committee will be held on Thursday 22 May 2025 in the Council Chambers, 43-51 Tanunda Road, Nuriootpa, commencing at 5.30pm.

A G E N D A

Welcome by the Chair

1. ATTENDANCE RECORD

1.1 Members Present

Apologies

Nil

Not Present

Nil

Leave of Absence

Nil

2. CONFIRMATION OF PREVIOUS MINUTES

2.1 Minutes of previous meetings – for confirmation:

2.1.1 Sister Cities Advisory Committee meeting held on Thursday 27 March 2025 at 5.30pm

2.2 Matters arising from previous minutes

Nil

3. MATTERS FOR INFORMATION

3.1 Overview of visit from Grapevine delegates - April 2025 3
3.2 Update on Study Tour - Nuriootpa High School 10
3.3 Barossa Young Ambassador 2025 - Amber Perry 13
3.4 Grapevine Economic Development - 'Choose Grapevine' website and 'Growing Grapevine' e-Newsletter 15
3.5 Grapevine Colleyville Independent School District - Grapevine High School Overview 16
3.6 Grapefest 2025 - Preliminary information 18

4. VISITORS TO THE MEETING

4.1 Discussion - Committee debrief on the delegtion visit from Grapevine, April 2025. What worked well and what could be improved.

4.2 Discussion - Grapevine Delegation in September 2025: potential opportunites

5. DEBATE REPORT

Nil

6. CONFIDENTIAL AGENDA

Nil

7. URGENT OTHER BUSINESS

8. NEXT MEETING

Thursday 24 July 2025 at 5.30pm

9. CLOSURE

MATTERS FOR INFORMATION

3.1 OVERVIEW OF VISIT FROM GRAPEVINE DELEGATES - APRIL 2025

Author: Executive Business Partner
25/40616

What better way to renew the bonds of friendship with our Sister City, Grapevine Texas, than by showcasing our traditions, culture and hospitality during their visit to the Barossa, 24–30 April 2025

The delegation began their visit as they watched history come alive at the Ziegenmarkt in the heart of Tanunda, chatted to locals, absorbed the atmosphere, met a couple of scarecrows and joined the flurry of excitement as the auctioneer called for the highest bid in a lively tussle to secure iconic Barossa fare!

They admired the local architecture, took in more history at Langmeil Lutheran Church and Barossa Musuem, popped into the Visitor Information Centre, then discovered local artisans, live music and more at the Barossa Makers & Beyond Market, before hearing the Grand Hill & Son Organ launch into song.

They've celebrated our sister city relationship at Barossa Vintage Festival Touch Down and Taste off, where American Football SA presented an exhibition match at the new Rugby Precinct, home of Barossa Rams Rugby Club. Nuriootpa High School Marching band performed in the opening.

They commemorated ANZAC Day and laid a wreath during the Dawn Service at Nuriootpa RSL, before touring some historical sites around the region and watching Aussie Rules in the ANZAC Day clash between Nuriootpa Rover Football Club and Angaston Football Club.

A highlight was the Barossa Vintage Festival parade, where the group waved their flags and cheered on participants, including our Friendship Float showcasing our Sister City relationship and the Study Tour NHS students on the Nuriootpa High School float.

The Meet the Makers Trade Show held at The Barossa Cellar not only showcased the amazing and diverse products that are unique to the Barossa, it also gave local business owners a rare opportunity to make valuable connections with trade and tourism delegates from Grapevine Texas.

From art, skincare and handcrafted food products to Barossa-inspired beer, wine and gin, our Sister City delegates left with their hands full of beautiful Barossa products to take home to Grapevine, and a better understanding of the artisan producers who proudly fly the Barossa flag.

Delegates from City of Grapevine Texas have a keen interest in youth development and education and were particularly interested in the Barossa Vintage Festival's Barossa Young Ambassadors Program.

It's why they presented a $3000 cheque to 2025 Barossa Young Ambassador, Amber Perry, who demonstrated a deep commitment to the community and will now attend Grapevine Grapefest in September this year as part of a study tour to our sister city.

And because eight local agriculture students are also joining the study tour, it came as no surprise that delegates wanted to visit Nuriootpa High School to see first-hand and learn about the unique programs that inspired Study Tour Nuriootpa High School teens to participate in the exchange. Milly Hoffmann was able to show them all things 'Wine Program' and was able to present on the establishment of Nurihannam Wines and the success it has experienced and the Agriculture Program.

Their trip down under would not have been complete without a visit to Barossa Bushgardens, where Quenten Agius welcomed our sister city visitors to country and provided them with a heartfelt insight into our First Nations heritage.

Delegates were captivated by the native flora and community programs run at the site, met staff and volunteers and shared a hearty morning tea.

What a wonderful week they had in the Barossa, culminating in the delegates hosting a farewell get-together last night which included the Study Tour NHS group, Sister City Committee representatives and Elected Members.

Students and delegates exchanged gifts, as too did Mayor Bim Lange, on behalf of Council, and Paul W. McCallum, Executive Director of the Grapevine Convention and Visitors Bureau, as they praised the Sister City initiative's success and its potential for the future.

The Texans are now looking forward to hosting the eight Nuriootpa High School agriculture students and Barossa delegation, including Barossa Young Ambassadors program winner, Amber Perry, in September for the exchange study tour which coincides with Grapevine Grapefest.

A fond farewell to our Texan friends and we look forward to seeing y'all again!

ATTACHMENTS

Nil

SUPPORTING REFERENCES

Nil

MATTERS FOR INFORMATION

3.2 UPDATE ON STUDY TOUR - NURIOOTPA HIGH SCHOOL

Author: Executive Business Partner
25/40618

Texas Study Tour – Fundraising and Progress Report

Looking ahead, several more fundraising events have been scheduled. On the 31st of May, we will be running a sausage sizzle at Mitre 10. Following that, on the 14th of June, a quiz night organised by our dedicated 'Tiger Mum' will be held at the Stockwell Hall. The Stockwell Hotel will generously run the bar for the evening and provide light bites beforehand, with half of the proceeds being donated to support our trip. Bookings for the quiz night will be open prior to our next meeting. Additionally, the 24-Hour Trial raffle will run across the weekend of the 11th to 13th of July.

In terms of travel preparations, we are pleased to report that all flights have been paid for in full. We have also ordered power banks and travel tags for all members of the touring group, and travel outfits are currently being organised.

Recent events have demonstrated strong community support for the program. The Barossa Air Show was a resounding success, attracting nearly 2,000 attendees. Our students and volunteers played an important role on the day by welcoming guests, checking bags, and maintaining waste stations. We are grateful to Rick, Milly, Arabella, George, Sally, and Tim for supporting us alongside the local Rotarians. The Prestons kindly collected bottles and cans from the event during the week to support our container collection fundraiser.

On Easter Sunday, a last-minute change of plans due to weather meant relocating our raffle to the Barossa Nursery. We extend our thanks to the Nursery for accommodating us and to Riley, Nick, and Miyu for their outstanding efforts selling raffle tickets throughout the day.

The Tanunda Touch Down event was another highlight, with hot dogs (both American and German), fairy floss, and popcorn proving popular with attendees. Our new Texas Study Tour t-shirts were on display for the first time, helping to build awareness and pride around the trip. Catering was organised by Kiwanis, to whom we are very thankful for their support.

On the Friday night of ANZAC weekend, we ran a meat tray raffle at the Stockwell Hotel, which sold out faster than anticipated. We also sold two Livestock Club hats to Leon for $125, before gifting hats to each of the Texan delegates later in the week. Due to the strong interest shown, we will be replenishing stock both for club use and as future fundraising merchandise.

We were proud to take part in this year's Barossa Vintage Festival, where our float paid tribute to our sister city in Texas. The day concluded with the traditional grape stomp, which was a great experience for all involved.

On Sunday the 27th of April, we were honoured to receive the People's Choice Award for our float at a special event in Lyndoch. Nick and Riley once again participated in the grape stomp, placing second overall, with the Georges coming in third. After helping with pack-up, Nick and Riley also participated in a radio interview with BBB FM to promote our study tour and fundraising efforts.

On Monday the 28th of April, the Texas delegation visited the school for a tour of our agriculture facilities and met Miyu, one of our study tour members. The visit was a success and a great way to showcase our program.

The following evening, we farewelled the Texans with a lovely event. It was a rewarding experience for students and staff, giving everyone a chance to build relationships and raise further funds.

There are still a few outstanding administrative tasks, including receiving Working With Children Checks from some delegates travelling with the group, as well as pending documentation from Charity and Naomi. We hope to receive these shortly to finalise approvals.

Planning has commenced for the gifts we will present to our host families, and we are looking forward to meeting them via Zoom in the near future. Recently, we received letters from two Grapevine students, offering a wonderful insight into their agricultural program and student life, helping our group to better understand their Texan counterparts.

ATTACHMENTS

Nil

SUPPORTING REFERENCES

Nil

MATTERS FOR INFORMATION

3.3 BAROSSA YOUNG AMBASSADOR 2025 - AMBER PERRY

Author: Executive Business Partner
25/40619

The Barossa Young Ambassador Program was held in conjunction with the 2025 Barossa Vintage Festival (April 23-27). This nine-month program for young adults aged 18-25 helps develop leadership skills and confidence, and rewards excellence in young adults who have an interest in promoting the rich and diverse culture of the Barossa region.

The Program identifies and raises the profile of future community leaders. It acknowledges that young people play an important role in our community and are essential for the future of the Barossa's vibrant wine, food, tourism and culture. It is a career development program offering young adults an opportunity to undertake training and networking in the local community, and to actively participate in hosting and promoting the 2025 Barossa Vintage Festival.

The Barossa Young Ambassador Program is designed for young adults aged 18–25, with participants gaining hands-on experience in event planning, regional promotion, and cultural exchange. It runs alongside the Barossa Vintage Festival and includes the opportunity to represent the region locally and abroad.

Amber Perry has been named the 2025 Barossa Young Ambassador following a nine-month leadership program that supports young people to grow their skills, connect with community, and contribute to the region.

During the nine months, each participant chose a project that required them to address opportunities or challenges in our region, and research insights that can shape potential next steps. Amber's project of choice was 'Barossa Community Centre'. Amber believes Community Centres are essential to supporting people within our community, strengthening local connections, providing vital support services, and ensuring all locals have access to the resources they need.

Her vision for a Community Centre in the Barossa is creating a purpose built, financially sustainable facility in an accessible location offering a variety of programs and services tailored to the diverse needs of all ages and demographics within the community.

With the support of the Sister Cities Advisory Committee allocating $3,000 and as part of her ambassador role, Amber will travel to Grapevine, Texas with The Barossa Council delegation this September to participate in GrapeFest, the largest wine festival in the southern United States. Tania Kalleske received the 2025 Excellence Award and a $2,000 travel voucher, sponsored by Rockford Wines.

The Barossa Young Ambassador Program was delivered by the Barossa Vintage Festival with support from Rockford Wines, Barossa Australia, and a broad network of community partners and volunteers.

Pictured her with her parents who attended the Farewell Dinner, hosted by Grapevine on 29 April 2025.

ATTACHMENTS

Nil

SUPPORTING REFERENCES

Barossa Vintage Festival | Young Ambassadors

MATTERS FOR INFORMATION

3.4 GRAPEVINE ECONOMIC DEVELOPMENT - 'CHOOSE GRAPEVINE' WEBSITE AND 'GROWING GRAPEVINE' E-NEWSLETTER

Author: Executive Business Partner
25/40695

Grapevine Economic Development promotes economic growth in the City of Grapevine through business retention and attraction activities. Working together with entrepreneurs, executives, and real estate agents to build the City of Grapevine into one of the best and most unique cities in the great state of Texas. At the same time, striving to celebrate the things that make their community unique and powerful; elevating existing companies and drawing new business into their portion of the fastest-growing metropolitan area in the U.S.

The department works with developers within the community to make the most of City-owned property and provide insights that will help new businesses choose the right parcels for their needs. Most recently, they spearheaded a public/private partnership that culminated in the installation of a $140-million commuter rail station complete with its own attached hotel and indoor food hall. The department also assisted with the attraction and installation of Kubota Tractor Corp's North American headquarters and a regional office for Paycom Software, Inc.

Grapevine Current Target Industries Include:

- Class-A Office and Corporate Headquarters
- Retail
- Hospitality & Food Service
- Entertainment

To get exclusive updates in Grapevine and a monthly newsletter, check out the links below.

ATTACHMENTS

Nil

SUPPORTING REFERENCES

Choose Grapevine, TX: Hometown Feel, Authentic Experiences

Grapevine News Center

MATTERS FOR INFORMATION

3.5 GRAPEVINE COLLEYVILLE INDEPENDENT SCHOOL DISTRICT - GRAPEVINE HIGH SCHOOL OVERVIEW

Author: Executive Business Partner
25/40700

The Grapevine-Colleyville Independent School District (GCISD) is a public school district in Texas, serving the cities of Grapevine and Colleyville, with portions of Euless, Hurst, Southlake, Irving, and Coppell.

It operates a range of schools, including elementary, middle, and high schools, as well as an early college and virtual school. In 2018, the district received an overall rating of "A" by the Texas Education Agency, with every campus rated as "Met Standard".

Key Facts:

Location: Grapevine, Texas.

Serving: Grapevine, Colleyville, and portions of Euless, Hurst, Southlake, Irving, and Coppell.

School Types: Elementary, middle, and high schools, including an early college high school and a virtual school.

Student Enrollment (across all schools): Approximately 13,812 students.

Teacher-Student Ratio: 14:1

Minority Enrollment: 50%

Economically Disadvantaged Students: 16%

Superintendent: Dr. Brad Schnautz

Motto: Redefining Education

Established: 1869

Additional Information:

- The district has a graduation rate of 97.8%.
- The average years of experience for teachers is 12.2 years.
- 31.6% of teachers have advanced degrees.
- The district has been recognised as one of the Best Communities for Music Education.
- GCISD promotes a positive culture among teachers and staff. GCISD has provided a compensation increase to staff, and the percentage of our staff who are directly involved in instruction has risen every year since 2012-2013.

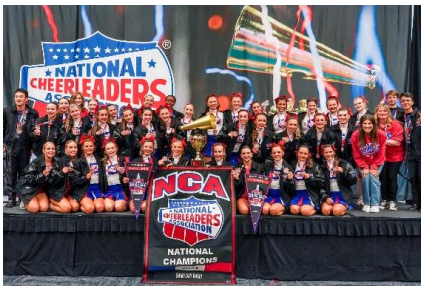
Overview of Grapevine High School

- Grapevine High School is ranked 251st within Texas.
- The AP participation rate (Advanced Placement = exams are college-level exams taken by high school students in the US and Canada, designed to assess their understanding of college-level subjects) at Grapevine High School is 64%.
- The total minority enrolment is 41%.

The mission of Grapevine High School is to be the BEST high school in Texas.

Grapevine High School stands for dedicated excellence through a commUNITY of integrity and teamwork.

Grapevine High School is known for celebrating our rich tradition by preparing future-ready graduates, lifelong learners and innovative leaders with high quality and a challenging learning environment.



ATTACHMENTS

Nil

SUPPORTING REFERENCES

Home | Grapevine High School

MATTERS FOR INFORMATION

3.6 GRAPEFEST 2025 - PRELIMINARY INFORMATION

Author: Executive Business Partner
25/41010

39th Annual GrapeFest

September 11, 12, 13 and 14, 2025 is the 39th Annual GrapeFest!

GrapeFest celebrates wines from around the world, but takes special pride in Texas wine. There are a variety of annual events, special wine tastings and kid-friendly activities across four days when Main Street closes down to traffic for the Largest Wine Festival in the Southwest. A Texas Wine Experience - Presented by Bank of The West

GrapeFest Events

GrapeFest offers a variety of fun for all members of the family! Find exciting wine-related events, including the People's Choice Wine Tasting Classic, GrapeStomp and the Champagne Cork Shoot-Off. Wine lovers are sure to find something fun to celebrate the fruit of the vine at GrapeFest.

There is also an event for car lovers, as ItalianCarFest marks the start of GrapeFest season with the largest show of premier Italian automobiles in the Southwest. There will be more than 90 modern and classic vehicles on show at Nash Farm. It takes place the Saturday before GrapeFest, September 6, 2025.

The GrapeFest Pickleball & Tennis Classic, produced by TNT Tennis, gives players the chance to compete against some of the best players in Texas and surrounding areas, with prize money given to the winners. The tournament features both junior and adult singles and mixed doubles events.

Get more information on the events by clicking the pictures below:

Wine Experiences **GrapeFest® Events**

Vendor Information

Live Music & Entertainment

2024 People's Choice Winners

Kid-Friendly Fun

ATTACHMENTS

Nil

SUPPORTING REFERENCES

Nil

2025/13

MINUTES OF THE MEETING OF SISTER CITIES ADVISORY COMMITTEE
held on Thursday 22 May 2025 commencing at 5.30pm
in the Council Chambers, 43-51 Tanunda Road, Nuriootpa.

M I N U T E S

Welcome by Mayor Bim Lange declared the meeting open at 5.30pm.

1. ATTENDANCE RECORD

1.1 Members Present

Mayor Bim Lange, Janine Harding, Bill Simons, Scott Hazeldine, Louise Hickinbotham, Carol Dadds, Vanesa Lambert, Ingrid Day, Milly Hoffmann, Catherine Nacey, Elaine Burridge, Sandie Simons

Apologies

Rolf Binder, Rick Lane, Jo Seabrook, Jo Moen

Not Present

Nil

Leave of Absence

Nil

2. CONFIRMATION OF PREVIOUS MINUTES

2.1 Minutes of previous meetings – for confirmation:

2025/14

MOVED Scott Hazeldine

That the Minutes of the Sister City Advisory Committee held on Thursday 27 March 2025 at 5.30pm, as circulated, be confirmed as true and correct records of the proceedings of those meetings.

SECONDED Carol Dadds **CARRIED SCACC/16**

2.2 Matters arising from previous minutes

Nil

3. MATTERS FOR INFORMATION

3.1 OVERVIEW OF VISIT FROM GRAPEVINE DELEGATES - APRIL 2025

The Sister Cities Program Manager gave an update on the success of the Grapevine Delegation visit with great community engagement with the 'Texans in Town', particularly around the Sister City Friendship G'Day Mates Friendship Float as part of the Barossa Vintage Festival Parade on 26 April 2025. The visit was a great opportunity to profile the Sister City in the community. Thank you to Louise Hickinbotham for being the Bald Eagle on the float.

The Nuriootpa High School float received the People Choice Award.

Photos will be distributed to the Sister Cities Advisory Committee.

3.2 UPDATE ON STUDY TOUR - NURIOOTPA HIGH SCHOOL

Milly Hoffmann gave an update on the status of final fundraising planned for the Nuriootpa High School Study Tour students with:

- BBQ at Mitre 10 on 31 May 2025
- Quiz Night at Stockwell on 14 June 2025 with Nick Richardson and Martin McCarthy the quiz masters, music provided by Chayse Larsen, and the Stockwell Hotel providing American-themed food prior to the event and also stocking Nurihannam wines.
- 24 hours motorcycle race with a raffle arranged by Maddy Sherwood and supported by Barossa Motorcycles
- Cleaning the Community Buses

Fundraising is currently on track for reaching the goal of $40,000 after Barossa Airshow with Rotary on 6 April 2025, Easter raffle at Barossa Nursery on 20 April 2025, hotdogs, popcorn and fairy floss a the Touchdown and Taste Off Event on 25 April 2025 with Kiwanis. All flights have been paid in full.

T-shirts have been purchased from Bandicoot Clothing.

The students participated in the Grapestomp at the Barossa Festival Parade After Party at Tanunda Recreation Park on 26 April 2025 and then Nick and Riley competed again at the Great Vintage Picnic at Lyndoch on 27 April 2025.

The Nuriootpa High School float won the People's Choice Award for the Barossa Vintage Festival with the trophy being awarded at the Great Vintage Picnic. This provided Nick and Riley to do a radio interview, which provided great exposure for the study tour but also gave them public speaking experience. The students are all getting such a positive experience from their involvement with the study tour.

Milly is working with Grapevine to secure the appropriate Working with Children documentation which needs to be submitted with the Nuriootpa High School travel application, including all anticipated activities.

The Sister City Program Manager noted that the Grapevine Delegation were impressed with the program and the community connections that the students had made in terms of fundraising, showing how hard-working and truly grateful the students are. The mentioned implementing similar with their students.

3.3 BAROSSA YOUNG AMBASSADOR 2025 - AMBER PERRY

The Sister City Program Manager gave an update on Barossa Young Ambassador for 2025, Amber Perry and her plans to attend the Grapevine Delegation in September 2025. Amber has requested that her partner, Harry, be able to travel with her, self-funded, and is aware that to make the most of the opportunity, she will have obligations during GrapeFest. Amber and Harry will travel on the same flight to Texas as the delegation from The Barossa Council and will use the same travel agent as the Nuriootpa High School students. Naomi Saenz, Grapevine Texas, will touch base with Amber to make an itinerary that covers areas of interest and gives her opportunity to be a Barossa Ambassador during her stay.

Amber is studying Viticulture and Oenology and is intending to stay for an extra week to visit Napa Valley. Scott Hazeldine has indicated that he is supporting Amber with professional connections in Napa Valley, California.

3.4 GRAPEVINE ECONOMIC DEVELOPMENT - 'CHOOSE GRAPEVINE' WEBSITE AND 'GROWING GRAPEVINE' E-NEWSLETTER

The Sister City Program Manager provided links to 'Choose Grapevine' and 'Growing Grapevine' newsletters citing that Grapevine had been a ghost-town until they became a centre for conferences, building numerous hotels to cater for visitors to the city.

One of the main comments from the Grapevine Delegation was that our accommodation is not at a standard they would normally enjoy and would have appreciated it being closer to the main street.

2025/16

Elaine Burridge met with Leon Leal around Economic Development and what Grapevine do and how/what we can do.

3.5 GRAPEVINE COLLEYVILLE INDEPENDENT SCHOOL DISTRICT - GRAPEVINE HIGH SCHOOL OVERVIEW

The Sister City Program Manager provided key facts and statistics on Colleyville Independent School District for the consideration of the Sister City Advisory Committee and encourage committee members to have a look into the High School that our NHS students will be visiting.

3.6 GRAPEFEST 2025 - PRELIMINARY INFORMATION

The Sister City Program Manager gave an update on the lead-up to GrapeFest 2025. A formal letter of invitation will be received from Mayor Tate to attend.

Barossa Australia will be at Grapefest, with Scott Hazeldine in attendance. Scott noted that there is increased interest in attending Grapefest following on from word of mouth from previous attendees, Barossa Vintage Festival and knowing that the Texans were here, and the opportunity to progress trade.

4. DISCUSSIONS

4.1 DEBRIEF ON GRAPEVINE DELEGATION VISIT, APRIL 2025

Mayor Lange welcomed discussion and debrief on the Grapevine Delegation visit, April 2025 on what worked well and what could be improved.

Debrief document will be distributed to the Sister City Advisory Committee.

4.2 GRAPEVINE DELEGATION VISIT, SEPTEMBER 2025

Mayor Lange welcomed discussion on The Barossa Council Delegation visit to Grapevine, Texas in September 2025.

Sister City Advisory Committee was asked to submit any connections they might like in Grapevine, who they would like to meet with and any interests that could be included in the itinerary. They were also asked to think about objectives for the visit.

The Sister City Advisory Committee was also asked to consider gifts which could be presented in Grapevine.

Carol Dadds proposed that she may be able to assist with Sunshine Barossa.

2025/17

5. DEBATE REPORT

Nil

6. CONFIDENTIAL AGENDA

Nil

7. URGENT OTHER BUSINESS

Nil

8. NEXT MEETING

Thursday 24 July 2025 at 5.30pm

9. CLOSURE

Mayor Lange declared the meeting closed at 6.40pm.

Confirmed at Sister Cities Advisory Committee Meeting on 24 July 2025

Date:…… Chairperson……

MATTERS FOR INFORMATION

6.10 MINUTES OF THE NORTHERN AND YORKE LOCAL GOVERNMENT ASSOCIATION OF 6 JUNE 2025

Author: Chief Executive Officer
25/44238

The minutes of the Northern and Yorke Local Government Association of 6 June 2025 meeting are hereby tabled.

ATTACHMENTS

Attachment 1 Minutes of 6 June 2025 ⇩

SUPPORTING REFERENCES

Nil

NORTHERN AND YORKE LOCAL GOVERNMENT ASSOCIATION

Minutes

Ordinary Board Meeting 6th June 2025

District of Orroroo Carrieton Council

Venue: Orroroo Golf Club, 15 West Terrace, Orroroo

DRAFT

OPENING OF MEETING

The President Mayor Rodney Reid opened the meeting at 10.30 am and welcomed all attendees. He acknowledged new Mayors and CEOs attending the meeting for the first time, including Acting Mayor Michael Phillips-Ryder, Kristen Clark and David Stobbe.

ACKNOWLEDGEMENT OF COUNTRY & WELCOME

Mayor Chapman also welcomed everyone to the meeting on behalf of the District of Orroroo Carrieton Council and provided an Acknowledgement of Country paying his respects to the Ngadjuri people, the traditional custodians whose ancestral lands we gathered on. He acknowledged their cultural beliefs and their past, present and on-going connection to the land.

1 ADMINISTRATIVE MATTERS

Present:

Mayors:	Rodney Reid, Mark Wasley, Bill Gebhardt, Leonie Kerley, Sue Scarman, Ken Anderson, Allan Aughey, Roslyn Talbot, Ken Anderson, Grant Chapman, Leon Stephens, Stephen McCarthy, Ruth Whittle OAM, Michael Phillips-Ryder (Acting),
CEOs:	Darren Starr, Henry Inat, Sean Holden, David Stevenson, Stephen Rufus, Martin Borgas, David Stobbe, Henry Inat, Kristen Clark
Others:	Bridget Ransome (N&YLGA), Hon Tony Piccolo MP, Hon Geoff Brock MP, Tom Venning (Liberal for Grey), Tim Viner-Smith (HDS Consulting), Mayor Dr Heather Holmes-Ross (President, LGA)

Welcome

Stephen Rufus gave a presentation on the Orroroo Carrieton region acknowledging their proud and vibrant community. He also acknowledged the three Indigenous communities that intersect in the region being Nukuna, Banggarla and Ngadjuri.

Stephen reported that the council's strategic direction is based on 4 key pillars incorporating prosperity, lifestyle, leadership and landscape. Key projects in the region include main street development, residential sub-division, entrance signage and beautification work at Carrieton. There is also a master plan for the Orroroo Recreation Ground in relation to football and netball and space for an RV Park.

Tourism is an important attractor for Orroroo Carrieton including key historic locations, walking trails, lookouts, parks and ranges.

1.1 Apologies

Mayor Bim Lange, Paul Simpson, Dylan Strong, Martin McCarthy, Andrew Cameron, James Miller, Clinton Jury, Acting Mayor Richard Carruthers, Richard Dodson, Peter Ackland, Penny Pratt, Fraser Ellis.

1.2 Leave of Absence Nil

1.3 Conflict of Interest Nil

1.4 Previous meeting minutes Northern and Yorke LGA

The minutes of the Northern and Yorke Local Government Association held on 21st February 2025 had been distributed.

Motion: That the minutes of the Northern and Yorke Local Government Association Board Meeting held on 21st February 2025 be confirmed as a true and correct record.

Moved: Mayor McCarthy Seconded: Mayor Scarman CARRIED

1.6 N&YLGA Action List

N&YLGA Meeting – 6 June 2024

Item	Topic	Action	Status	Comment
4.2	Advocacy Plan / consultation with member councils	A draft Advocacy Plan has been prepared.	On-going	A draft Advocacy Plan is to be presented at the 6th June 2025 N&YLGA Board meeting. Refer agenda item 3.4
	Roads / Transport Plan	HDS has been appointed as consultants and is progressing the review.	On-going	An update of the plan is to be presented at the 6th June Board meeting. Refer agenda item 2.3
4.7	Forums	Waste	On-going	Contact has been made with the CEO KESAB to progress this initiative.

DRAFT

1.7 Report Title: Deferred / Adjourned Items Nil

2 PRESENTATIONS

President Dr Heather Holmes-Ross
President Dr Heather Holmes-Ross of the LGA opened the discussion for Mayors and CEOs to talk through any issues or concerns going forward. She noted that the LGAs Strategic Plan is about to be released after a recent consultation period. She noted that one of the issues the LGA is dealing with at present is behaviour in council chambers and further research is being carried out in this regard which may lead to legislative changes.

Mayor Stephens mentioned the drought implications for the state at present, noting that although the southern area of the state was represented in discussions, it would be important for the Northern councils to also have the opportunity to feed into deliberations and actions related to drought relief. Mayor Anderson agreed that the 6 councils in the Flinders Alliance had also been left out of key conversations around drought impacts.

Tom Venning (Liberal for Grey)
Tom Venning reported that he will be attending his first Parliamentary sitting on 22nd July 2025. The principal issues for the region that he will be advocating for are drought impacts, developments at Port Pirie and Port Wakefield and an increase in federal funding grants. It was noted that councils need more untied grants so they can specifically apply funding to their requirements.

A number of Northern & Yorke Mayors and CEOs will also be attending ALGA in June in Canberra to advocate for better outcomes across the region.

Tim Viner-Smith (HDS Consulting)
Tim Viner-Smith of HDS Consulting presented an overview of the Road Transport Plan Review and an update on the N&YLGA Special Local Roads Program (SLRP) applications for this year's funding. Just over $6m has been applied for in this year's SLRP applications from the Northern & Yorke region.

Tim urged councils to make contact with him to also investigate other avenues of funding for local roads (e.g. black spot grants).

Motion: That the Northern and Yorke Local Government Association receives and notes the update of the Review of the Road Transport Plan.

Moved: Mayor Aughey Seconded: Mayor Wasley CARRIED

3 REPORTS FOR INFORMATION

3.1 Audit & Risk Management Committee

Motion: That the Northern and Yorke Local Government Association receives and notes the Draft Audit and Risk Management Committee Minutes of the 22nd May 2025 and the 28th May 2025.

Moved: Mayor Chapman Seconded: Mayor Wasley CARRIED

DRAFT

3.2 Executive Committee

Motion: That the Northern and Yorke Local Government Association receives and notes the Draft Executive Committee Minutes of 30th May 2025

Moved: Mayor Talbot Seconded: Mayor McCarthy CARRIED

Report title: **2025 Small Town Re-Invention Conference**

Item No: **3.3**

Date of Meeting: **6th June 2025**

Author: **N&YLGA CEO Bridget Ransome**

1. REPORT PURPOSE

This report provided a brief update in relation to the 2025 Small Town Re-Invention Conference. Draft program. Bridget Ransome will send through the program to all members this week.

Motion: That the Northern & Yorke Local Government Association notes the report.

Moved: Mayor Kerley Seconded: Mayor Gebhardt CARRIED

Report Title: **N&YLGA Advocacy Plan**

Item No: **3.4**

Date of Meeting: **6th June 2025**

Author: **Bridget Ransome, CEO N&YLGA**

1. REPORT PURPOSE

To provide information and an update of the N&YLGA Advocacy Plan.

Motion: That the Advocacy Plan as at June 2025 be received and noted.

Moved: Mayor Whittle Seconded: Mayor Anderson CARRIED

Report Title: **Drought Relief (Information from SAROC)**

Item No: **3.5**

Date of Meeting: **6th June 2025**

Author: **Bridget Ransome, CEO N&YLGA**

1. REPORT PURPOSE

To discuss the current situation in relation to the potential of providing rate relief to primary producers due to the impact of current drought conditions.

Motion: That the report be noted.

Moved: Mayor Scarman Seconded: Mayor Stephens CARRIED

DRAFT

4 REPORTS FOR DECISION

Report Title:	**Financial Services Update Report**
Item No:	**4.1**
Date of Meeting:	**6th June 2025**
Author:	**N&YLGA CEO Bridget Ransome**

1 REPORT PURPOSE

This report sought a decision on the following:

- Approve the appointment of ATA Audits as the new auditor providing financial services to the N&YLGA for the purposes of auditing the association and preparing reports for the AGM on 29th August 2025. (Attachment E).
- Approve the change in financial services provider from Colin Davies to Local Government Association Corporate Services
- Approve the change in bank signatories.

Motion: That the N&YLGA Board approve the appointment of ATA Audits as the new auditor providing financial services to the N&YLGA for the purposes of auditing the association and preparing reports for the AGM on 29th August 2025.

That the N&YLGA Board approve that Colin Davies be removed as a signatory on all bank accounts at BankSA for the Northern & Yorke Local Government Association.

That the Local Government Association SA be appointed as the new financial services provider for the Northern & Yorke Local Government Association for an initial 2-month period (May and June 2025) at a cost of $1250 per month.

That the Board also appoint Local Government Association SA as the financial services provider for the Northern & Yorke Local Government Association for the 2025-26 financial year at a cost of $15,000 pa.

That the N&YLGA Board approve the following signatories be appointed to all BankSA accounts for the Northern & Yorke Local Government Association:

- **Stephen Rufus, CEO Orroroo Carrieton Council**
- **Bridget Ransome, CEO Northern & Yorke Local Government Association**
- **Andrew Wroniak, Executive Director, Corporate Services, Local Government Association of SA**
- **Vanessa Miller, Manager Finance, Corporate Services, Local Government Association of SA.**

Moved: Mayor Aughey Seconded: Mayor Stephens CARRIED

DRAFT

Report Title: **N&YLGA Communications Plan**

Item No: **4.2**

Date of Meeting: **6th June 2025**

Author: **N&YLGA CEO Bridget Ransome**

1. REPORT PURPOSE

This report outlines a proposed plan to review and update the communications activities of the Northern & Yorke LGA.

Motion: That the Communications Plan for the Northern & Yorke LGA be approved so that the association's communications activities can be updated and progressed; and approve Logo 7 within the plan as the new brand of the association going forward.

Moved: Mayor Talbot Seconded: Mayor Kerley CARRIED

Report Title: **Draft Annual Business Plan 2025-26**

Item No: **4.3**

Date of Meeting: **6th June 2025**

Author: **N&YLGA CEO Bridget Ransome**

1. REPORT PURPOSE

This report provides an update of the Draft Annual Business Plan 2025-2026 for the Northern & Yorke Local Government Association.

Motion: That the N&YLGA Board approves the Draft Annual Business Plan 2025-2026 for the Northern & Yorke Local Government Association.

Moved: Mayor Anderson Seconded: Mayor Gebhardt CARRIED

Report Title: **N&YLGA Chief Executive Officer Report June 2025**

Item No: **4.4**

Date of Meeting: **6th June 2025**

Author: **Bridget Ransome, Chief Executive Officer, N&YLGA**

1. REPORT PURPOSE

To provide an update on the Chief Executive Officer's duties, as she has now completed her six-month probationary period.

Motion: That Bridget Ransome continues as CEO of the N&YLGA according to her existing contract, as recommended by the Chairperson of N&YLGA, who has considered the achievements made by CEO Bridget Ransome during the Probationary Period of her contract.

Moved: Mayor Talbot Seconded: Mayor McCarthy CARRIED

DRAFT

5 MOTIONS AND QUESTIONS

5.1 Motions with Notice

Report Title: **Local Government Legal Costs**

Item No: **5.1.1**

Date of Meeting: **6th June 2025**

Author: **Mayor Gebhardt, Goyder Regional Council**

Motion: That in consideration of the legal services required by all councils that the Local Government Association (SA) progress conversations via the Northern & Yorke Local Government Association combined councils, to review and consider the creation of a regional approach relating to legal costs regarding mutual activities such as planning and Human Resources.

Moved: Mayor Gebhardt Seconded: Mayor Talbot CARRIED

Report Title: **Roads and Infrastructure Valuation**

Item No: **5.1.2**

Date of Meeting: **6th June 2025**

Author: **Mayor Stephens, Port Pirie Regional Council**

Mayor Stephens reported that all councils have to deal with road re-valuations conducted every 4 or 5 years, noting that costs of valuations has gone up by 37%. He enquired whether the State Government has to report their assets in the same way.

Mayor Stephens added that councils are required to adhere to the accounting principles of local government and that the standards are very specific in this regard.

Mayor Stephens added that councils cannot undertake much more cost shifting going forward and that the issue should be taken to SAROC to support a policy change via the LGA.

Motion: That the N&YLGA support this presentation to the SAROC Board and ask for the LGA to seek a review of the renewable assets policy to be in line with the State.

Moved: Mayor Stephens Seconded: Mayor McCarthy CARRIED

5.2 Motions without notice

Motion: That the N&YLGA CEO immediately write to the CEO and President of the LGASA requesting that the LGASA fund Phase 2 of the Regional Childcare Desert Advocacy Project (estimated at $30,000). This funding is needed to support the ongoing project and to capitalise on the current government's commitment to childcare at both state and commonwealth levels. This is much needed support during the current drought and economic downturn that follows.

Moved: Mayor Scarman Seconded: Mayor Stephens CARRIED

DRAFT

5.3 Questions with notice

Nil

5.4 Questions without notice

Nil

6 MEMBERS' COMMUNICATION

6.1 Chairperson's Report

Motion: That the Chairperson's report for June 2025 be received and noted.

Moved: Mayor Aughey Seconded: Mayor Kerley CARRIED

6.2 Members' Update

7 ANY OTHER BUSINESS Nil

Mayor McCarthy reported that the Flinders Alliance of councils are disappointed that the conversations around drought relief have not extended to such things as relief from the Emergency Services Levy, relief from the landscape levy and land tax. Some of these initiatives would take some of the pressures off of the region's local communities. There are some opportunities evident to provide relief in different ways, for example, rate relief could be funded through current drought funding.

Members agreed that there are a range of sensible and simple initiatives that could be taken in what is considered an emergency at the present time.

Mayor McCarthy and Mayor Anderson agreed to summarise an approach and distribute it to Mayors and CEOs in the first instance, with a view to advocate via the Northern & Yorke Local Government Association to elevate the situation with both the LGA and State Government.

Resolution: A report be prepared by the Flinders Alliance.

8 CLOSE – NEXT MEETING

The meeting closed at 1.00 pm.

The Northern & Yorke LGA will meet again for its Annual General Meeting at 10.00 am on Friday 29th August 2025 to be hosted by the District Council of Goyder.

DRAFT

DEBATE REPORT

7.1 Office of the Mayor and CEO

7.1.1 APPOINTMENT OF COUNCIL MEMBER TO THE BOARD OF THE GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY

Author: Chief Executive Officer
25/42116

PURPOSE

To appoint a replacement member to the Board of the Gawler River Floodplain Management Authority for the remaining term of the current Council.

RECOMMENDATION

That Council appoint …… pursuant to the Gawler River Floodplain Management Authority as the Elected Member representing Council on the Board of Management for the remaining term of the current Council.

REPORT

Background
As Council is fully aware the past Elected Member of the Board as Councils nominee has been removed. This necessitates the appointment to the Board of a replacement member.

Discussion
Council is fully aware of the Boards role and it meets bi-monthly.

Calls for nominations will be made by the Mayor and if two or members nominate (you do not have to be nominated by another member) and they accept it is suggested a simple first past the post-election be undertaken. This would require the suspension of meeting procedures.

If only one member nominates and accepts the appointment can simply be made. This is not a paid position.

Summary and Conclusion
The appointment of a new Elected Member is required and needs to be appointed by Council.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS4 Council and Committees - Provision of support to Council and Committees through the provision of required information, agendas, and minutes. Council and Committees are provided with support to enable informed decisions

Legislative Requirements
Section 43 of the Local Government Act and the Charter of the Board

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil impact.

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil impact.

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Nil impact.

4. PEOPLE
Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil impact.

5. REPUTATION
Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Decision was made to remove prior Elected Member due to this risk, the new appointment is a consequence of those decisions.

COMMUNITY ENGAGEMENT

Nil required or recommended.

DEBATE REPORT

7.1 Office of the Mayor and CEO

7.1.2 UPDATED TERMS OF REFERENCE AND APPOINTMENT OF REPRESENTATIVES OF THE SISTER CITIES ADVISORY COMMITTEE

Author: Executive Business Partner
25/43567

PURPOSE

For Council to endorse the updated Sister Cities Advisory Committee's Terms of Reference (TOR) and to update the representatives on the Committee.

RECOMMENDATION

That Council:

(1) Endorse the updated Sister Cities Advisory Committee's Terms of Reference (ToR), as per Attachment 1.

(2) Appoints the following representatives to the Sister Cities Advisory Committee as per the updated Terms of Reference:

a. Council staff as nominated by the Chief Executive Officer of The Barossa Council pursuant to Clause 3.1.2 of the ToR.

b. Community representatives pursuant to Clause 3.1.3 of the ToR being Vanessa Lambert, Ingrid Day, Carol Dadds and Louise Hickinbotham.

c. Organisational representatives pursuant to Clause 3.1.4 of the ToR being Scott Hazeldine, Barossa Australia; Rolf Binder, RDA Barossa, Gawler, Light and Adelaide Plains; Sandie Simons, Rotary Club of Barossa Valley; Milly Hoffmann and Rick Lane, Nuriootpa High School, noting that if for any reason the Organisational representative is no longer available to sit on the committee, then the organisation will nominate a replacement for the remainder of the appointees term upon approval of the Sister Cities Advisory Committee.

REPORT

Background
On 21 November 2023, pursuant to Section 41 of the *Local Government Act 1999,* Council endorsed the establishment of the Sister Cities Advisory Committee including adoption of the committee's Terms of Reference for the legislative operation of the Committee and it members.

Pursuant to Clause 1.2 of the ToR:

The Committee, in partnership with Council, industry and community, is established to support Council's strategic commitment to the development and maintenance of effective international relations via Sister City and Friendship City relationships and provide a framework for entering into, maintaining and assessing such relationships to ensure that maximum benefits can be realised by both parties.

Council then appointed the member representatives to the Sister Cities Advisory Committee on 20 February 2024:

MOVED Cr de Vries

That Council appoints the following representatives to the Sister Cities Advisory Committee for a Term of two years commencing on 20 February 2024:

(1) As nominated by the Chief Executive Officer of The Barossa Council appoint the following officers pursuant to Clause 3.1.2 of the Sister Cities Advisory Committee Terms of Reference (TOR) the Corporate Services and Business Innovation; Executive Business Partner; Community Development Officer; and Manager, Tourism Services.

(2) Five Community representatives pursuant to Clause 3.1.3 of the TOR being Vanessa Lambert, Matt Hale, Ingrid Day, Carol Dadds and Louise Hickinbotham and if a further nomination is received during the current period of appointment Council shall consider that appointment at that time.

(3) Organisational representatives pursuant to Clause 3.1.3 of the TOR being Scott Hazeldine, Barossa Australia; Rolf Binder, RDA Barossa, Gawler, Light and Adelaide Plains; Bill Simons, Rotary Barossa District; Michelle Schwarz, Faith Lutheran College; and Rick Lane, Nuriootpa High School, noting that if for any reason the Organisational representative is no longer available to sit on the committee, then the organisation will nominate a replacement for the remainder of the appointees term upon approval of the Sister Cities Advisory Committee.

SECONDED Cr Preece **CARRIED 2022-26/359**

Discussion

The Sister Cities Advisory Committee has been established and in operation for 15 months. The Sister City Program Manager has now presented an updated Terms of Reference as per Attachment 1 for endorsement due to changes within the representative group and operating procedures required for the Committee to function within the boundaries of the ToR. The Summary of changes is listed below:

Clause	Change
3.1	Reduction of total number of members from no more than 17 to 15
3.1.3	Reduction of total number of Community Members from 6 to 5
4.3	Update the word 'minutes' to 'notes' of the meeting to be reported to the Committee. Formal minutes are not required.
5.1.8	Remove clause requiring the Committee to provide an annual report to Council. All agendas and minutes are already provided to Council after each bi-monthly meeting.
7.1.7	Include the clause to ensure all members of the committee assist with hosting delegates every two years and attend any relevant events.
9.1	Remove clause to allow the Council to amend the Terms of Reference without Committee approval.

Members of the Committee were appointed by Council on 20 February 2024 and now require the following changes due to representative resignations and/or requested changes from the CEO and Organisational Representative Members as outlined below:

Committee Member	Who	Changes
Chairperson	Mayor	Remains unchanged
Council Staff	As appointed by the CEO	Limited to up to 4 Council Staff – includes the Sister City Program Manager
Community Members	• Ingrid Day • Carol Dadds • Vanesa Lambert • Louise Hickinbotham	Matt Hale resigned. All other members remain unchanged
Organisational Members	• Scott Hazeldine – Barossa Australia • Rolf Binder - RDA, BGLAP • Sandie Simons - Rotary Club of Barossa Valley • Milly Hoffmann & Rick Lane - Nuriootpa High School	Formally adding Milly Hoffmann as the current Study Tour Coordinator (chaperone taking the NHS Students to Grapevine in Sept 2025) to the Committee. Changing the Rotary Club of Barossa Valley representative from Bill Simons to Sandie Simons. Remove Michelle Schwarz, Faith Lutheran College.

Summary and Conclusion
Council is asked to endorse the Sister Cities Advisory Committee Terms of Reference as per Attachment 1 and appoint membership as outlined in the recommendation.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Draft Terms of Reference - Sister Cities Advisory Committee

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Strategic Outcome
We look to maximize community economic return.

Corporate Plan

BS4 Council and Committees - Provision of support to Council and Committees through the provision of required information, agendas, and minutes. Council and Committees are provided with support to enable informed decisions

Legislative Requirements
Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Nil

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

By updating the Terms of Reference and appointing current working members on the Committee demonstrates legislative compliance and

transparency and allows the Committee to operate within the parameters of the meeting procedures as outlined.

COMMUNITY ENGAGEMENT

Not required

THE BAROSSA COUNCIL

TERMS OF REFERENCE
SISTER CITIES ADVISORY COMMITTEE

1.	ESTABLISHMENT

1.1 Pursuant to Section 41 of the *Local Government Act 1999* (the "Act"), The Barossa Council (the "Council") has established a committee to be known as the Sister Cities Advisory Committee (the "Committee").

1.2 The Committee, in partnership with Council, industry and community, is established to support Council's strategic commitment to the development and maintenance of effective international relations via Sister City and Friendship City relationships and provide a framework for entering into, maintaining and assessing such relationships to ensure that maximum benefits can be realised by both parties.

1.3 As a Committee established pursuant to Section 41 of the *Local Government Act 1999*, the Committee will be required to be re-established after each periodic election of Council.

2.	OBJECTIVE

2.1 The Committee will provide advice and support to Council, industry and the community to enhance Sister City relationships and programs and will actively undertake the facilitation of activities with the objective of nurturing and fostering the relationship and providing cross-cultural understanding, building connected communities, and generating mutual benefits for Sister Cities by:

2.1.1 Facilitation of the sharing of best practice and exchange of new ideas and successful experiences across a range of disciplines to improve capability and build more vibrant cities and local government authorities.

2.1.2 Fostering trade and investment initiatives that promote business development, provide accelerated access and open doors into key markets to connect our cities more effectively with buyers and sellers.

2.1.3 Promotion of each other's cities as visitor destinations, cross participation in festivals and events and facilitation of the exchange of destination marketing expertise and experience to enhance the tourism market intelligence of both cities.

2.1.4 Facilitation of education, cultural and sporting exchanges that empower our youth, support the education sector, celebrate our unique heritage, create opportunities for artistic expression and activate community participation.

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2.1.5 Enhancement of each other's reputation and capacity to meet emerging policy issues facing our cities in addition to capitalizing on opportunities to explore innovations and improvements in science and technology, viticulture, rural and urban design, public infrastructure and sustainability.

2.1.6 Fostering friendship, mutual regard, and understanding among the citizens of our communities.

3	MEMBERSHIP

3.1 Members of the Committee shall be appointed by Council and shall comprise of no more than fifteen (15) Members as follows:

3.1.1 Mayor.

3.1.2 Council staff nominated by the CEO, being no more than four (4) Members with relevant experience and expertise to assist the Committee's purpose.

3.1.3 Community Members that broadly represent the community and in particular will include no more than five (5) Members from the following sectors:

3.1.3.1 Business and wine industry;

3.1.3.2 Tourism, events and marketing;

3.1.3.3 Education, cultural and/or recreation and sport;

3.1.3.4 International Service Clubs;

3.1.3.5 Community members who demonstrate areas of need to achieve the purpose, which may include history, heritage, international relations, economic development, government relationship management, diplomacy.

3.1.4 No more than six (6) Members from industry groups in the following sectors:

3.1.4.1 Barossa Australia

3.1.4.2 RDA, Barossa, Gawler, Light and Adelaide Plains

3.1.4.3 Agriculture

3.1.4.4 Retail, Commercial and Small Business

3.1.4.5 Secondary Education – ie Nuriootpa High School and Faith Lutheran College.

3.2 Appointments to the Committee pursuant to Clauses 3.1.3 and 3.1.4 shall be for two (2) years from the date the Committee is established, or the Member is appointed. A new member appointed under circumstances outlined in Clause 3.4 shall be appointed for the remainder of the outgoing Member's term.

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3.3 Appointments to the Committee pursuant to Clauses 3.1.1 and 3.1.2 shall be for the period of the enacted Council being a maximum of four (4) years from the date the Council is sworn in.

3.4 A Member ceases to be a Member upon resignation or if they are otherwise incapable of continuing as a Member.

3.5 Members shall attend and participate in meetings of the Committee and be actively engaged in the planning and execution of program activities and initiatives, or if they are an apology, provide notice of that apology.

3.6 Members can renominate to a position on the Committee when their appointment term concludes.

3.7 Members so appointed under Clause 3.1.3 and 3.1.4 with remaining terms will be recommended for continuance on the Committee if the Council re-establishes the Committee after the periodic election.

4 ESTABLISHING WORKING GROUPS

4.1 The Committee may appoint Working Groups subject to Clauses 4.2 to 4.4, to investigate or perform a specific activity, matter, purpose or thing to which the Committee may require, subject to the control of the Committee, and is an activity, matter, purpose or thing which may be considered by the Committee to be essential to the objectives of the Committee.

4.2 Each Working Group appointed shall be for a fixed term of not more than twelve (12) months and limited to no more than 5 (five) members.

4.3 The Working Group must ensure that notes of the meetings are kept and completed within 2 weeks of the meeting and then reported to the next available Committee meeting.

4.4 Any Working Group will not be provided Executive Officer support and therefore shall manage its own agenda and minute processes.

5 COMMITTEE EXECUTIVE SUPPORT

5.1 The Committee's support will be undertaken by the Sister City Program Manager and shall:

5.1.1 Provide for agendas and minutes of meetings under the provisions set out in the Act.

5.1.2 Submit for confirmation the draft minutes at the next Committee meeting.

5.1.3 Submit the draft minutes to Council's Agenda at the next available Council meeting.

5.1.4 Coordinate the signing of these confirmed minutes by the Presiding Member.

5.1.5 Coordinate the Committee's Annual self-assessment.

5.1.6 Make available electronic participation at Committee meetings.

5.1.7 Provide the Committee with governance support.

5.1.8

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6 ROLE OF CHAIRPERSON

7.1 The Chairperson will be the Mayor.

7.2 The role of the Chairperson is to:

6.2.1 Ensure that the Committee acts and operates at all times in accordance with these Terms of Reference;

6.2.2 Oversee and facilitate the conduct of meetings in accordance with the Act, Regulations and any relevant Council policies;

6.2.3 Ensure that the Guiding Principles at Regulation 5 are observed and that all Committee Members have an opportunity to participate in discussions in an open, respectful and encouraging manner; and

6.2.4 Call the meeting to order and move the debate towards finalisation when a matter has been debated significantly and no new information is being discussed.

7.3 If the Chairperson is absent from a meeting a person chosen from those present at the meeting shall preside at that meeting.

7 ROLE OF MEMBERS

7.1 The responsibilities of the members are to:

7.1.1 Serve the Committee in a voluntary capacity;
7.1.2 Regularly attend meetings and to actively contribute ideas and commentary;
7.1.3 Read agendas and accompanying reports ahead of any meeting;
7.1.4 Complete the annual Committee self-assessment as outlined in Clause 11;
7.1.5 Actively participate in working groups, sub-committees or specialist panels as required; and
7.1.6 Represent the interests of the community rather than pursue personal interests.
7.1.7 Assist with hosting and events when Sister City delegates are visiting the Barossa

7.2 Members are expected to:

7.2.1 act honestly and within the law at all times.
7.2.2 act in good faith and not for improper or ulterior motives.
7.2.3 act in a reasonable, just and non-discriminatory manner.
7.2.4 undertake their role with reasonable care and diligence.
7.2.5 conduct their ongoing relationship with fellow Committee Members, Council employees and the public with respect, courtesy and sensitivity.
7.2.6 use information in a careful and prudent manner.

8 DELEGATED POWERS

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8.1. In order for the Committee to perform its functions consistent with these Terms of Reference, the Council delegates to the Committee:

8.1.1 In accordance with section 137 of the *Local Government Act 1999*, the power to expend Council's approved budgeted funds subject to the Committee's budget allocation and Council's policies.

8.1.2 In accordance with Council's Annual Business Plan and Budget policy, the Committee may raise and receive funds solely for the Committee's purpose and shall request that Councils budgets be updated to reflect, and funds raised or received.

8.1.3 Authority to undertake work, programs, events to meet the objectives effectively and efficiently.

9	GOVERNANCE

9.1 Notwithstanding this Terms of Reference, all Committee members are expected to have read and understood, and must at all times observe and comply with the relevant requirements under the:

9.1.1 Local Government Act 1999;

9.1.2 Local Government (Procedures at Meetings) Regulations 2013;

9.1.3 Code of Practice for Meeting Procedures;

9.1.4 Sister City Relationships and Engagement Policy;

9.1.5 Any Council policies and processes which are relevant to the operations of the Committee.

9.2 Conflict of Interest

9.2.1 No Committee Member shall vote or take part in debate where they have an interest in any matter before the Committee that would contravene the Conflict-of-Interest provisions under sections 73, 74 and 75 of the Act.

9.2.2 If a Committee Member has a Material Conflict of Interest in the particular matter to be voted upon or debated, the Member must declare a conflict of interest and then leave the meeting place until the matter is concluded. The declaration of a conflict and the time the member left the meeting and returned to the meeting will be recorded in the minutes.

9.2.3 If a Committee Member has an actual conflict of interest or a perceived conflict of interest, the member must deal with the conflict of interest in a transparent and accountable way. The member must inform the meeting of the member's interest in the matter and, if the member proposes to participate in the meeting in relation to the matter, how the member intends to deal with the actual or perceived conflict of interest. The declaration of a conflict and the time the member left the meeting and returned to the meeting, or, if the member remained in the meeting, how the member voted on the motion, will be recorded in the minutes.

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10	MEETINGS

10.1 Frequency and Timing of Meetings

10.1.1 The Committee will meet on the fourth Thursday of every second month at 5.30pm.

10.2 Agenda and Minutes of the Meeting

10.2.1 An agenda will be prepared and distributed to all Committee Members at least three (3) clear days prior to the meeting.

10.2.2 Minutes of the meeting (in accordance with legislative requirements) will be kept and provided to all Committee Members within five (5) days of the meeting.

10.2.3 The minutes of each Committee meeting will be presented to Council.

10.2.4 All agenda and minutes will only be provided electronically.

10.3 Quorum

10.3.1 A quorum for a meeting of the Committee shall be half of the current membership, ignoring any fraction resulting from the division and adding 1.

10.3.2 A meeting will commence as soon after the time specified in the notice of meeting as a quorum is present.

10.3.3 If a quorum is not present after 30 minutes from the scheduled commencement date the Program Manager shall reschedule the meeting.

10.4 Meeting Procedures

10.4.1 The meetings of the Committee shall be held in accordance with Parts 1, 3 and 4 of the *Local Government (Procedures at Meetings) Regulations 2013*. Part 2 of the Regulations (described as formal meeting procedures) does not apply to this Committee.

10.4.2 Insofar as the Act and/or Regulations or these Terms of Reference do not prescribe the process to be observed in relation to the conduct of a meeting of the Committee, the Committee may determine its own process. In that case, the Committee will document that process within its Minutes.

10.4.3 Members must comply with the Behavioural Policy and Framework provisions required under the Act.

10.4.4 Members of the public are able to attend all meetings of the Committee and have access to all documents relating to the Committee, unless prohibited by resolution of the Committee under confidentiality provisions of section 90 and/or 91 of the Act.

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10.5 Meetings may either wholly or in part be held via electronic means. A Committee Member participating in a meeting by electronic means is taken to be present at the meeting provided that the member:

(i) can hear all other members present at the meeting;
(ii) can be heard by all other members present at the meeting; and
(iii) can be heard by the person recording the minutes of the meeting

Decisions and Voting

10.5.1 All decisions of the Committee shall be made on the basis of a majority decision of the Members present.

10.5.2 All Committee Members must (subject to a provision of the Act or Regulations to the contrary) vote on any matter arising for decision at a meeting of the Committee.

10.5.3 Each Member (including the Chairperson) of the Committee has a deliberative vote only. In the event of a tied vote, the Chairperson will have a casting vote.

11 REPORTING AND REVIEW

11.1 On an annual basis, all Committee Members must complete a self-assessment that evaluates the Committee's performance to promote continuous improvement in performance and ensure that its actions are aligned with its intended purpose.

11.1.1 The Committee's administrative support officer will facilitate the annual self-assessment process and provide a summary of the results to the Committee and Council's Chief Executive Officer for consideration and further discussion with the Committee as necessary. The results of the self-assessment may be referred to Council if required.

12 RESOURCES

12.1 Local Government Act 1999

12.2 Local Government (Procedures at Meetings) Regulations 2013

12.3 Code of Practice or Meeting Procedures

12.4 Sister City Relationships and Engagement Policy

12.5 Conflict of Interest provision under the Act

13. DOCUMENT CONTROL

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Corporate Plan Link:		6.2 Ensure that Council's policy and process frameworks are based on principles of sound governance and meet legislative requirements. 6.3 Align operational strategy to strategic objectives and measure organisational performance to demonstrate progress towards achieving our goals.			
Document Owner:	Chief Executive Officer			**Document Control Officer:**	Executive Business Partner, Office of the Mayor and CEO
Consultation Rating:	N/A	**Audience:**	Internal	**Next Review Date:**	21/11/2024
Version history					
Version No.	**Date**			**Description of Change**	
1.0	21 November 2023			Terms of Reference adopted upon Committee being established	
2.0	17 June 2025			Updated Terms of Reference	

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DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.1 REVIEW OF PUBLIC SUBMISSIONS TO THE DRAFT ANNUAL BUSINESS PLAN AND BUDGET 2025-26 FINANCIAL YEAR AND FINAL ADJUSTMENTS

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer 25/39590

PURPOSE

To review public submissions and final adjustments related to the Annual Business Plan and Budget 2025/26 financial year (ABPB) and proposed amendments arising from further budget analysis and rates and valuation modelling processes.

RECOMMENDATION

That Council having noted and considered the submissions and revised budget outcomes as presented at Attachment 1, endorse the Executive Leadership Team recommendations and responses and the amendments as proposed in Attachment 2 and Attachment 3.

REPORT

Introduction
Council's draft ABPB was distributed and consulted on with the community as required by the *Local Government Act 1999* (the Act) and Council's instructions of 12 May 2025.

Discussion
Council must consider any submissions made during the public consultation period before adopting its ABPB (with or without amendment) as required in Section 123 of the Act.

The consultation process was undertaken as approved by Council and closed on 6 June 2025. Public notices, social media, and the holding of a meeting which allowed the required 1 hour to hear any submission and answer questions was undertaken.

There were four public submissions received and two presentations at the public meeting held on 4 June 2025, they are provided along with written notes and other documents at Attachment 1.

Revised Budget Outcomes Since Commencement of Consultation

As part of continually refining the budget with new and updated information there are various changes necessary and recommended, they are also provided at Attachment 2 for operating amendments and Attachment 3 for capital amendments.

In summary the amendments are:

Operating Adjustments

1. Recognition of operating program carry overs with an overall impact to the budget of $1,200 deficit.
2. Changes to the Nuriootpa Centennial Park Authority general operating budget, bank fees and other minor adjustments with an overall impact to the budget of $70,022 deficit.
3. With better than anticipated budget performance in 2024-25 and estimated capital carry overs, the level of borrowings is forecast to be at least $2.5 million less than budgeted, resulting in savings in interest costs with an overall impact to the budget of $122,372 surplus.
4. Minor increased rate revenue from additional property growth of $9,006 surplus to the budget, whilst amending the rate in the dollar to ensure primary production has a further year with no general rate increase.
5. Increase to fines and interest with interest rates still higher than the model and adjustment for the general rate increase, resulting in $36,000 surplus to the budget.
6. Recognition of a grant to support a visual display during Anzac Day 2026 which is cost neutral.
7. Recognition of additional reimbursements from loans to community groups recently approved by Council which results in a $55,022 surplus to the budget, noting the expenses had been factored in, however the corresponding revenue had not in the draft budget. Community loans are neutral to Council's budget as we are essentially a guarantor.
8. $2,020 carried forward for approved heritage grants is no longer to be paid in 25-26 as the works were completed and the payment made in 24-25 resulting in a surplus to the budget.

The net result of the proposed adjustments is a net improvement to the budget of $153,198 surplus with a projected 'above the line' operating deficit reduced to $177,546.

A further adjustment has been made as grant funding of $89,108 for capital works undertaken in 2024-25 expected to be paid in 2025-26 will now be paid in 2024-25.

Capital Adjustments

1. Recognition of $125,000 of asset sales from changing the Council's information technology infrastructure from a lease to a purchase model.
2. Bringing to account expected capital carry forwards for the 2025-26 financial year totalling $6.140m which is cash neutral. This is the main reason for lower-than-expected borrowings in 2024-25, but will be offset by higher borrowings in 2025-26 and an additional $2 million than originally forecast. The next borrowings in the long-term financial plan are $250,000 less than the forecast in the 24-25 long term financial plan.
3. Recognition of $1.035m in loans to community groups which is cost neutral to Council's budget.

Summary and Conclusion

With consultation completed, the final stages of budget assessment and adoption (later in this meeting) are prepared and ready for final determination.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Public Submissions
Attachment 2 Operating Budget Final Adjustments
Attachment 3 Capital Budget Final Adjustments

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Legislative Requirements

Section 50 of the Local Government Act 1999
Section 123 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

The annual business plan and budget is the core annual document and outlines the policy settings underpinning the delivery of the approved service levels.

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

The annual business plan and budget is the core annual document and outlines the policy settings underpinning the delivery of the approved service levels, including supporting sustainability and environmental outcomes.

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Detailed assessment including financial sustainability indicators and statements are included in the Annual Business Plan and Budget. These address the long-term risk and sustainability of Council's financial policy settings.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

The annual business plan and budget is the core annual document and outlines the policy settings underpinning the delivery of the approved service levels and necessary resourcing requirements.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

The annual business plan and budget is the core annual document and outlines the policy settings underpinning the delivery of the approved service levels, supporting the reputation of Council.

COMMUNITY ENGAGEMENT

Community engagement was undertaken in accordance with Council's instruction from its meeting on 12 May 2025.

Summary of Public Consultation Submissions - Budget 2025/26

From	Subject	ELT Recommendation	$
Mt Pleasant Hall Committee	Repairs to basement of the Mount Pleasant Hall	No changes required it is maintenance work and has already been scheduled, and group has been informed.	$0
Mt Pleasant Progress Society	Footpath installation South End of Mount Pleasant	A new footpath priority program is under-development subject to Council consideration and funding of a program ELT current consider this a lower priority than other road and footpath infrastructure and should await Councils ultimate outcome. A very broad estimate of cost due to the complexity of the request is $700K is provided without specification. There are significant other works from ELT viewpoint that have higher priority for such budget estimate including completion of roads in townships that are not sealed (Issac for example), further strategic rural roads that could be sealed, footpaths in main streets and already approved streetscape plans for Angaston and Tanunda (with plans not yet commenced for Lyndoch and Williamstown which are foreshadowed) and connections to schools and aged care facilities, medical and allied health services also being priority factors with funds deliberately placed into the budget by this Councl to upgrade the determined for new investment for footpaths and prioritisaiton a budget establshed in the long term financial plan before prioritising any additional works. This process and assessment is underway. Further a project of this size could not be achieved within teh program request time even if it was approved as it would need significant design work which is not done. An audit will also be undertaken on road safety impacts around the heavy vehicle intersection and if there are any causes for some simple treatments in the interim.	$0
Anonymous	Debt and Salaries	No changes recommended. The use of debt is a sound strategy during an investment phase, is actuially responsible budgeting to spread the costs over many years, and is affordable on current settings. The commentary amoutn investment priorities is noted however we invest in all infrastruture not just sport and recreation. The commentary on salaries does not actually show the true story. We draw your attention to the following: 1. We have over the past 7 years (the community growth has been over 1% a year) expanded our outdoor services in horticulture, arboriculture, civil maintenance and investment, sewer services, and rapid response services. 2. We have responded to community growth and increased resourcing to assist community programs and development, economic development, tourism and the like. These increased resources continue to help drive the Barossa forward in an ever challenging economic and social environment. 3. We have in sourced various services such as lawn mowing as it was cheaper than using contractors and provided a greater level of service at the same time. 4. We have reduced our use of external consultants through smart recruitment and having a general internal consulting service. 5. The statement proivided in the submission is inaccurate and incomplete, the actual budget outcome in 2021-22 (assuming it was taken from the annual financial statements) is not comparing like for like. As explained above the increase in salary and wages is offset with a slowing of the costs growth on materials, contractors and other costs. Further the 2021-22 years saw significant vacancies due to coming out of covid and restructure work in the organisation therefore the actual result was artificially lower. There is also the compounding impact of compulsory superannuation increased enforced on Council. 6. Further the salary and wages disclosures must also include items such as leave liability amendments and work health and safety costs. Both of these costs are growing much faster than inflation, especially the insurance market costs. We are dealing with leave liabilities but cannot influence insurance costs. 7. Inflation since the equivalent quarter in 2002 (March) is 18.5% for Adelaide during this period to demonstrate the transference of costs between contractors, materials and other services to salary and wages, the increase in contractors, materials and other services is only 8.26% against the 21-22 budget. When analysed objectively and wholelisticly the increase in costs is approximately 0.3% above inflation for that period even with expanding services and investments. 8. The overall expenses of service delivery (salaries, wages, contractors, materials) compared to the budgeted forecast for 2024-25 is 1.69% less than inflation. The above analysis shows that the financial information needs to be read in its entirety and context not just specific lines of the budget.	$0
Top of The Torrens	Governance structure for Mt Pleasant Soldiers Hall	The service delivery model is consistent across Council hall infrastructure. The submission is not a budget matter. Relevant officers will make contact to discuss the governance model and what hire arrangements they are seeking and if they can be accommodated in the multi-use facility.	$0

Summary of Public Consultation Submissions - Budget 2025/26 - From Public Hearing

From	Subject	ELT Recommendation	$
Mt Pleasant Progress Society	Footpath installation South End of Mount Pleasant	Same as above	$0
John Robertson - Eden Valley CFS Capital	Water supply needs at Eden Valley.	Council continues to lobby for water upgrades and supply to Eden Valley and greater access during the day for refilling the current tank supply. Council is already installing additional power supply to the Council service.	$0
	Eden Valley footpath maintenance needs.	Maintenance matter and is being followed up.	$0
	Speed limit change for main street of Eden Valley from the Mount Pleasant enterence, miving the 80kph and 50kph further out.	A formal letter will come forward to Council for consideration. An road safety audit has already been instigated to support the report to Council.	$0

Public Meeting for the Purposes of Hearing Public Submissions on the 2025-2026 Annual Business Plan and Budget

Meeting of 4 June 2024 5.30pm
Held at the Council Chamber
43-51 Tanunda Road, Nuriootpa

RECORD OF MEETING

1. OPENING

Mayor Lange declared the meeting open at 5.31pm

Present:
Mayor Lange and Councillors Hurn, Evans, Barrett, Angas, Lane, Troup, de Vries.

Apologies:
Councillors Schilling, Greatwich, Thompson and Preece

2. PUBLIC SUBMISSIONS

The Mayor invited those present in the public, in order of their arrival to come forward to make their submission or ask questions informing those they have 5 minutes.

Presentation 1 – Wendy Harvey

Please see presentation deputation and written submission following.

Presentation 2 – John Robertson

- Access to water for Eden Valley due to fire risk and farm fighting appliances.
- Eden Valley maintenance of footpath in main street.
- Bid to seek reduction of speed limits from the southern end of Eden Valley pushing out the 100kph and 80 kph signs – CFS will write to Council seeking the review.

3. PUBLIC SUBMISSIONS

There being no other presenters the Mayor closed the meeting at 6.31 pm.

THE BAROSSA COUNCIL ANNUAL BUDGET 2025/2026.

To Whom it May Concern.

Subject: The Mount Pleasant Soldiers Memorial Hall Centenary commemoration.

My name is Meralyn (Merry) Schaeffer, and I am the Chair of the Mt. Pleasant Soldiers Memorial Hall Committee. The Committee members and I are proud of our wonderful Hall, which will be celebrating its 100th. Birthday between November 2026 (Foundation Stone laid), and July 2027 (Official Opening). We envisage, as a means of celebrating such an historically significant occasion, that there would be several community events i.e. a concert, theatrical performance or recital, planned, for the local community to attend and enjoy.

However, there exists a problem! Currently, the dressing room (Green Room), located in the basement, is in considerable need of renovation and upgrade. The area is dank and has a very unpleasant smell emanating from the dampness that currently exists and the mould that has been evident in this area. It is not a good environment for any user, especially those who may have health concerns such as asthma.
Basically, there is nowhere for entertainers, cast members to prepare for/rest, prior to or during a performance. I speak from experience as a former cast member of the Top of The Torrens Theatre group, as to how inconvenient it is, when forced to find and use alternative spaces within the Hall.

A meeting at the Hall occurred early in 2024, between Council representative Rob Nies, members of Mt Pleasant Progress Assoc. and the Top of the Torrens Theatre group Representative. The basement area was examined and concerns raised.
Reassurance was given then that Council would fix the problem of dampness in the basement walls so that a general upgrade of this facility could proceed.
We understood that this fix was to be completed by the end of 2024. But it was not to be, as this repair work was not included in the Council's budget for 2024/2025. This area continues to remain unusable.

We seek reassurance that Council will consider including the wall repair work in the forthcoming 2025/2026 budget to ensure that the basement area becomes usable once more, particularly for the Hall's Centenary commemoration. This project, emphasising the much-needed work required in the Hall's basement, goes way over and above the usual maintenance of the Hall.
The Hall is a wonderful venue for a variety of events, including Fringe events, History Month displays, Anzac Day Service, public performances like amateur theatre, music recitals, as well as for private hire. But bookings are limited as full facility access is currently restricted.

The Hall Committee members and I look forward to hearing Council's response to our request. My contact email address is: [redacted]

From: Mount Pleasant Progress Association
Sent: Thursday, 29 May 2025 5:35 PM
To:
Cc:
Subject: [EXTERNAL] Deputation Presentation – Footpath Installation at Southern End of Mount Pleasant

CAUTION: This Message originated outside your organization. Treat all attachments and hyperlinks with suspicion.

Dear ,

I am writing to provide a brief outline of a deputation regarding the need for footpath installation along the southern end of Mount Pleasant, from Cricks Mill Road to the existing footpath on the northern side of the oval at Talunga Park.

The deputation highlights:

- Ongoing safety concerns for pedestrians, particularly during winter and major events
- The heavy vehicle traffic along this section of road
- The lack of footpath access for families, mobility-impaired individuals, and visitors
- The contrast in infrastructure investment, with $920k allocated in May 2024 for the northern end of Melrose Street, which services fewer high-use community areas
- The absence of a footpath linking the upgraded Mount Pleasant Caravan Park to the town centre

Due to unforeseen circumstances, I will be unable to attend the Council Workshop on Wednesday, 4 June 2025, and have asked Wendy Harvey, Chair of the Mount Pleasant Progress Association, to present the deputation on my behalf.

I have completed and submitted the online deputation form as required.

Please let me know if you require any further information or if there are specific guidelines Wendy should be aware of when presenting.

Kind regards,

Secretary Mount Pleasant Progress Association Inc

31 May 2025

The Mayor and Elected Members
The Barossa Council
43-51 Tanunda Road
Nuriootpa SA 5355

Deputation – Capital Works Request: Footpath Installation at the

Southern End of Mount Pleasant

Dear Mayor and Elected Members,

Thank you for the opportunity to present this deputation regarding essential infrastructure investment in Mount Pleasant.

The Mount Pleasant Progress Association (MPPA) respectfully requests that Council allocate funding in the 2025/26 budget for the installation of footpaths along the southern end of Mount Pleasant, with a goal of completing at least one major section by the end of calendar year 2026.

We propose that new footpaths begin at Cricks Mill Road, extending northward to connect with the existing infrastructure on the northern side of the oval at Talunga Park. This section of town sees frequent and high-volume pedestrian use throughout the year. Talunga Park and the adjacent oval host regular activities from local sporting clubs and horse organisations, and the Mount Pleasant Farmers Market draws visitors weekly. Larger events such as the Fleece & Fibre Fair, Spring Garden Festival, and the Mount Pleasant Annual Show, which alone attracts over 5,000 attendees into this region.

Adding to the concern — and placing even greater pressure on pedestrian safety — is the fact that the Melrose Street–Cricks Mill Road intersection through to the Tungkillo turn-off forms part of the designated heavy vehicle route through town. According to 2023 estimates from the Department for Infrastructure and Transport (DIT), this section of road carries approximately 3,500 vehicles per day, 350 of which are heavy vehicles. During peak events, families with small children in pushers, mobility scooter users, and elderly residents are left to navigate this busy stretch without the protection of a designated footpath, significantly increasing the risk of pedestrian–vehicle conflict.

Previous written correspondence from Barossa Council, provided by Ben Clark, Director, Infrastructure and Environmental Services, on 10 August 2023, outlined that footpath maintenance is guided by the following criteria:

- Council's footpaths are inspected by an independent expert on a 3–5 year cycle, and from this data, a renewal plan is created and prioritised.
- The prioritisation process is multi-faceted, taking into account factors such as hierarchy, criticality, severity, and location, among others.
- Requests for upgrades are also subject to this prioritisation framework and are assessed alongside customer requests, though there is no dedicated annual budget for footpath upgrades, instead, individual projects are presented to Council for consideration as needed.

While there appears to be a clear review process for existing footpaths, there does not appear to be a defined or transparent mechanism for the installation of new footpaths, even when identified as a community safety concern and supported by repeated correspondence. This lack of process leaves critical infrastructure gaps unresolved and communities without clear recourse.

In the same email, Ben Clark also stated that $900,000 had been allocated by Council to the northern end of Melrose Street to undertake streetscape upgrades. He confirmed that the southern end of Melrose Street was raised during the 2023 Annual Business Plan and Budget process, but this was not supported by Council. This is particularly concerning given that the criteria used for footpath maintenance prioritisation is multi-faceted, considering hierarchy, criticality, severity, and location, all of which are arguably more pressing at the southern end than the northern. The northern end does not face the same pedestrian, residential, or recreational pressures as the southern end, yet $920,000 was ultimately invested there, while the area of greater need remains unaddressed.

While that investment is appreciated, it underscores a disparity in infrastructure planning. The southern end of the township, which services far greater community and visitor use, was overlooked. The northern and middle sections lack residential properties on both sides and have minimal adjacent infrastructure, whereas the southern end includes key public spaces, recreational facilities, school bus stops, and high pedestrian activity, making it a critical zone for safe and accessible footpaths.

Additionally, despite a $2.4 million upgrade to the Mount Pleasant Caravan Park, which officially reopened in August 2023, there remains no formal footpath connection between the Southern and Central Gate of the park and the township. This upgrade occurred at the same time as the community was actively calling for footpath installation in the same region. As a result, national and interstate visitors are still left to walk along unsealed verges to access shops, cafes, and the market, an unacceptable gap in tourism infrastructure that diminishes the overall visitor experience and raises avoidable safety concerns. Furthermore, with Barossa Council allocating $100,000 toward the extension of the Amy Gillett Bikeway through to Mount Pleasant, it is anticipated that bicycle traffic into the township will increase. Without complementary pedestrian infrastructure, this growth in visitation may place further strain on already inadequate footpath networks and compound existing safety risks.

It is also important to note that while Mount Pleasant is listed as one of Barossa Council's four major townships, it still has unsealed roads within the township boundary and no continuous footpath on either side of its main thoroughfare. This lack of basic infrastructure diminishes the visitor experience and disadvantages residents who rely on safe pedestrian access.

Further, there are school bus pick-up points along the length of Melrose Street, particularly at the southern end. However, without proper footpaths, children must walk on the roadside or across uneven verges, a completely avoidable risk, particularly during dark winter mornings or wet conditions.

This request is supported by multiple prior correspondences to Council, including my own dating back to September 2023, and reflects a broad community concern.

We believe this project will:

- Improve public safety and year-round accessibility
- Strengthen the visitor economy by improving access to events and local businesses
- Align with existing tourism and infrastructure investments
- Reduce risk and liability due to unsafe pedestrian–vehicle interactions
- Reflect Council's commitment to equitable infrastructure investment across all four major townships

On behalf of the Mount Pleasant Progress Association and the broader community, we respectfully but firmly request that Council:

- Recognise the urgent need for pedestrian safety infrastructure at the southern end of Mount Pleasant and consider this as a priority individual project in response to ongoing community concern and increasing vehicle traffic through this zone.
- Allocate funding in the 2025/26 capital works budget for the installation of footpaths in this area.
- Define a clear and publicly accessible implementation timeline, with at least one major section of footpath constructed by the end of calendar year 2026.
- Commit to transparent communication with the Mount Pleasant community regarding the scope, timing, and progress of the project.

This matter can no longer be deferred. The absence of a designated footpath in a high-use, high-risk area poses an avoidable threat to public safety, undermines previous tourism and infrastructure investment, and compromises the liveability of one of the Barossa's four key townships. Council action is not only warranted, it is now essential.

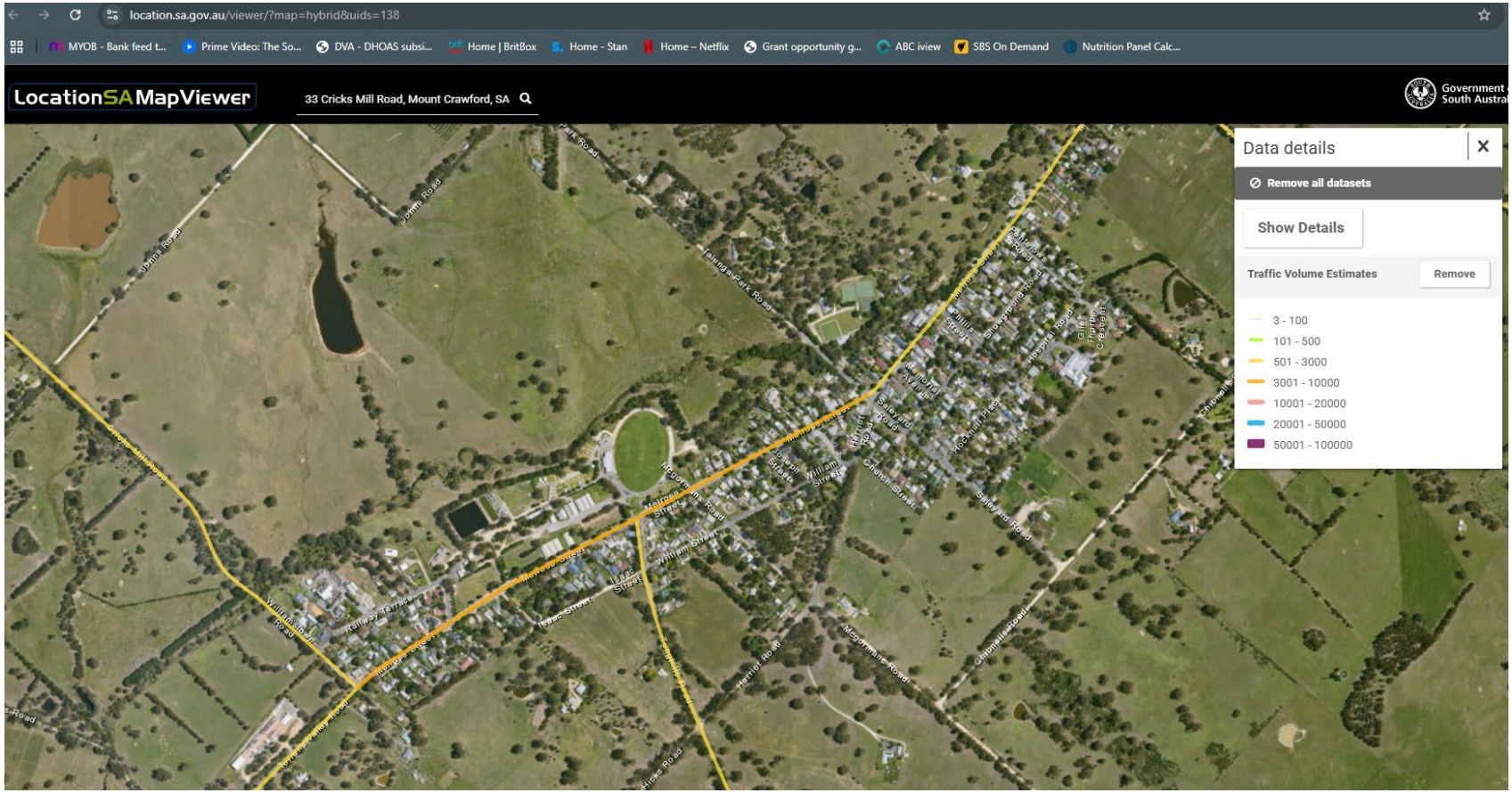
Thank you for your time, consideration, and continued support of Mount Pleasant.

Kind regards,

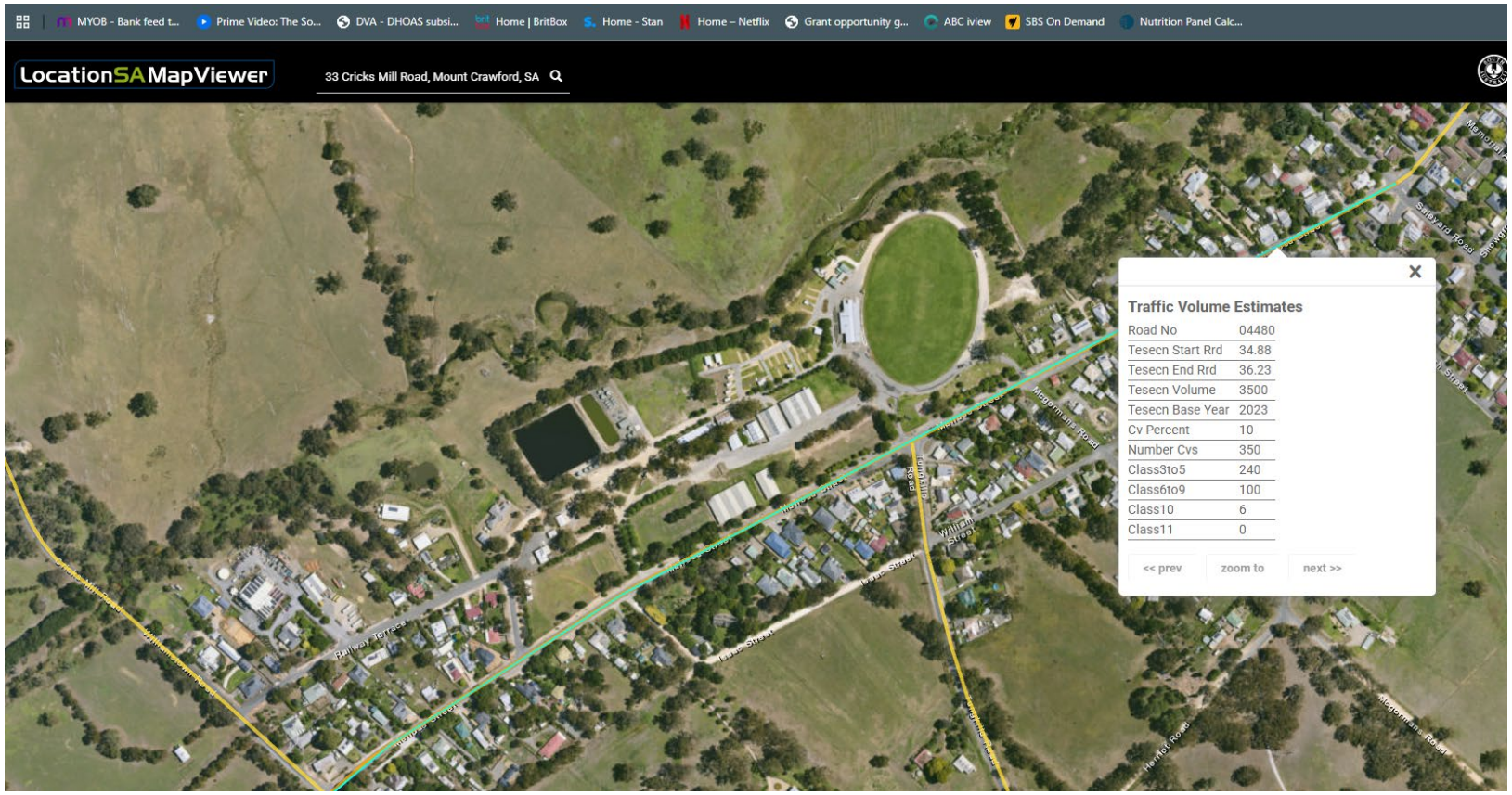
Wendy Harvey

Chairperson
Mount Pleasant Progress Association
mtpleasantpainc@gmail.com

Data displayed on DiT website shows an orange colour line from Talunga Park Road to Cricks Mill Road as higher traffic.

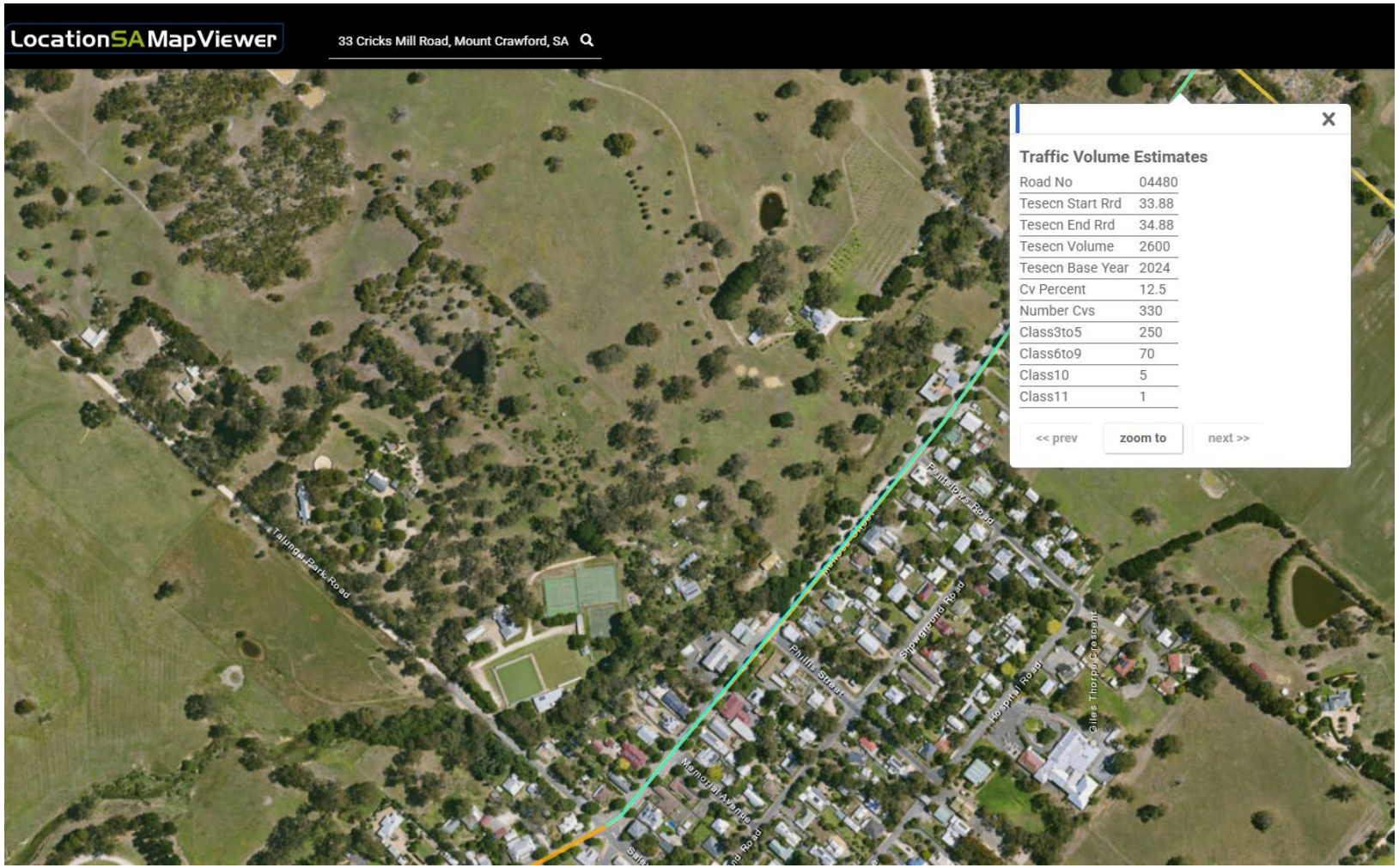


DiT 2023 estimates are 3500 vehicles use this section of road daily with 10% of these vehicles being heavy vehicles (noted as Cvs in legend)

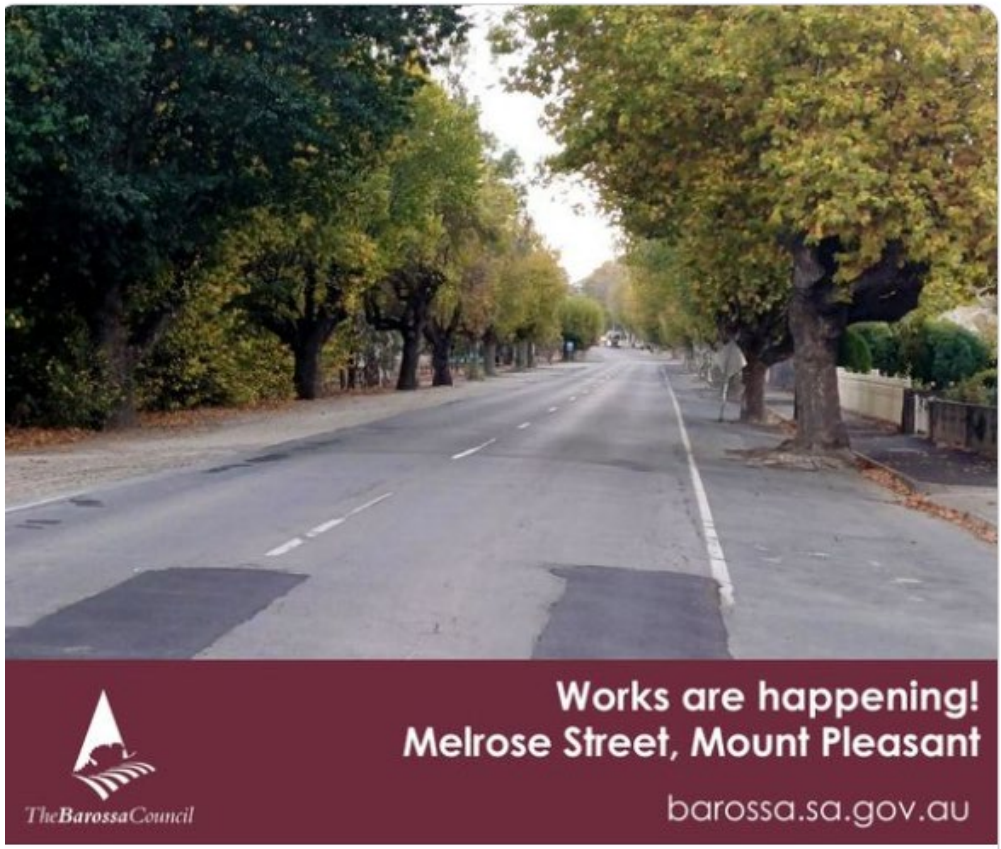


DiT statistics show Cricks Mill Road up to Melrose St intersection has a 2024 CV percentage of 16.5% heavy vehicles using this road daily.

DiT shows the northern end of Melrose Street in 2024 with a daily usage of 2600 which is 900 less vehicles daily than the southern end of Melrose



You can also see where the population is located at the northern end of Melrose St which mainly on the right-hand side driving out of Mount Pleasant. This section of road already had footpaths installed prior to the $920 k spend by Barossa Council in 2024.



The Barossa Council
24 April at 15:00 ·

Mount Pleasant's Melrose Street is being resealed by the Department of Infrastructure and Transport SA to fix the deteriorated road.

In extra good news, we're making further improvements by investing $920,000 to widen the road with bitumen seal from Phillis Street to Angas Valley Road in a project designed and managed by our own engineering team.

Say goodbye to the old road verge and hello to new formalised carparking aisles/parking bays and improved drainage. Plus, there'll be a new kerb on the south side guttering and streetscape edging on the north.

Contractors for Council's scope of works are expected to begin towards the end of May and continue for about 10 weeks, depending on the weather.

Remember you can visit https://ow.ly/Rssj50ReHxy to find a live interactive map showing works happening in your area.

From: Your Say Barossa <notifications@engagementhq.com>
Sent: Friday, 16 May 2025 8:03 AM
To: Your Say Barossa <yoursay@barossa.sa.gov.au>
Subject: [EXTERNAL] Anonymous User completed 2025-26 Annual Business Plan and Budget

CAUTION: This Message originated outside your organization. Treat all attachments and hyperlinks with suspicion.

Anonymous User just submitted the survey 2025-26 Annual Business Plan and Budget with the responses below.

Provide feedback on The Barossa Council's draft 2025-26 Annual Business Plan and Budget, incorporating the annual review of the Long Term Financial Plan 2025/26 to 2034/35

Barossa Council loan debt is predicted to peak at $41,750,000 in 2025/26. Why burden ratepayers like myself with such a high debt, so much of our rates wasted on the obsession with sport. Barossa Council employee costs up 30.1% in 3 years, what going on ?

From: Your Say Barossa
To: Martin McCarthy
Subject: FW: [EXTERNAL] ozpendragon completed 2025-26 Annual Business Plan and Budget
Date: Friday, 6 June 2025 5:21:02 PM

Hi Martin, please see below response to the budget consultation. I have now disabled the consultation which closed COB today.

Your Say

E: yoursay@barossa.sa.gov.au | T:

The Barossa Council | 43-51 Tanunda Road | PO Box 867 NURIOOTPA SA 5355
www.barossa.sa.gov.au | T: 08 8563 8444

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From: Your Say Barossa <notifications@engagementhq.com>
Sent: Friday, 6 June 2025 3:24 PM
To: Your Say Barossa <yoursay@barossa.sa.gov.au>
Subject: [EXTERNAL] ozpendragon completed 2025-26 Annual Business Plan and Budget

CAUTION: This Message originated outside your organization. Treat all attachments and hyperlinks with suspicion.

ozpendragon just submitted the survey 2025-26 Annual Business Plan and Budget with the responses below.

Provide feedback on The Barossa Council's draft 2025-26 Annual Business Plan and Budget, incorporating the annual review of the Long Term Financial Plan 2025/26 to 2034/35

As a representative of the volunteer community theatre group, Top of the Torrens based at Mount Pleasant, it is good to see some budget allocated for the remedial works on the changing rooms below the stage at the Mount Pleasant Soldiers Memorial Hall. This has been an area unsafe to use for some time, and has added extra cost and difficulty in using the facility for performance in recent years. Given the centenary of the hall coming up soon in the next couple of years, the local community would like to celebrate its heritage and central importance to the town, however it is often difficult to organise anything from local events to a working bee with the current hall committee not even having access to information about regular hirers. We feel it would be much more in the interests of

community to see the hall managed by locals, in a similar way to the Cromer School site, and in doing that the local community would once again have a point of focus and gathering, and a sense of ownership and pride in the memorial hall. A group such as the theatre group would be well placed, given stage lighting etc is theirs, they are in a position to assist groups hiring, and should also be recompensed for cost of globes (often 80 apiece or more) etc when their lighting is in use), or of course the MPPA, and existing hall committee are also obvious choices. A local caretaker, or group looking after the hall would be able to ensure its continued efficient use for all the community groups, and availability for larger functions. Treating it as an asset for hire detracts from the sense of local community to the detriment of otherwise productive and engaging local volunteer groups. The clubrooms also used by the Theatre Group are in a strange situation of being rented from SA Health, but possibly owned by council? Clarification is needed over the relative insecurity of this arrangement with the current rent to SA Health being far in excess of what a small community group can sustain. One option gain would be to make the local Soldiers Memorial Hall a permanent home for the community theatre group, and in turn they could assist to manage and maintain it. i ask that these things be considered in budgeting we appreciate the remedial work for the salt damp and mould finally being in the budget, but also seek the need for smaller country community groups to be sustainable through the use of legacy facilities that were built by locals raising funds for the hall for locals to then be able to use to build community spirit with local gatherings. It would be great in the centenary years to see the memorial hall returned to an active hive of local community entertainment , with some reminiscing and revival of the entertainment, dances, dinners, movies etc of the past - and the Top of the Torrens Theatre group in conjunction with the MPPA and Hall subcommittee would be an excellent conduit to make this a vibrant centre for the small town community again. Also worth considering how the local community associations in other small towns, eg Stockwell, could be more involved in the care and use of their local heritage halls too. These assets were often built with much donations of time and money from the community and should be managed by the local community to be best used and grow strong proud local country town communities. If local communities are involved in their resources directly, there would be more sense of pride and use of facilities, and volunteers to work on improving them for all. They could be opened up more for use by small groups (the history room at Mt Pleasant is a great example, but this could be expanded to others) , and community groups such as aged care and child care, or disability groups could use facilities local to them with additional community members support and fostering diverse and caring communities. Thanks for your time in considering the value of local community volunteers and local community nfp groups in our smaller towns, and the value of fostering local sense of ownership and belonging to preserve our heritage and grow our futures. sincerely, Matthew Holding (President of the Top of the Torrens Theatre Group Inc, and local community member Mt Pleasant and Stockwell) [redacted]

Operating Budget Final Amendments for 2025-26 Annual Business Plan and Budget

Operating Budget *Account Number*		*Amount*	*Adjustment Type*	*Comment*	*Cumulative*	*LTFP Impact*
2005-41404	*State Operating Grant*	*-10,000.00*	*Increased revenue*	*Received an ANZAC day for a four day lighting display to recognise our returned service men and women for Anzac Day 2026*	*- 10,000*	*Nil it's a once of project 100% grant funded*
2005-61223	*Direct Purchases*	*5,000.00*	*Increased expense*	*Received an ANZAC day for a four day lighting display to recognise our returned service men and women for Anzac Day 2026*	*- 5,000*	*Nil it's a once of project 100% grant funded*
2005-61140	*Contractors - Other*	*5,000.00*	*Increased expense*	*Received an ANZAC day for a four day lighting display to recognise our returned service men and women for Anzac Day 2026*	*-*	*Nil it's a once of project 100% grant funded*
2020-60020/60023	*General expnses*	*39,924.00*	*Carry over from 2024-25*	*Concordia housing support grant not fully spent due to delays at State level*	*39,924*	*Nil - offset by carried forward or new grant funding in 2025-26*
2020-61140/61164/6118	*General expnses*	*80,000.00*	*Carry over from 2024-25*	*Concordia housing support grant not fully spent due to delays at State level*	*119,924*	*Nil - offset by carried forward or new grant funding in 2025-26*
3205-61124	*General expnses*	*5,000.00*	*Carry over from 2024-25*	*If Green Industries Council Modernisation Grant agreeement is executed before EOFY - currently tracking as likely that milestone 1 payment of $5K will be received.*	*124,924*	*Nil - offset by carried forward or new grant funding in 2025-26*
3725-61223	*General expnses*	*45,000.00*	*Carry over from 2024-25*	*Preventive Health SA Grant Funding (Wellbeing Project) - Grant runs over two financial years*	*169,924*	*Nil - offset by carried forward or new grant funding in 2025-26*
3450-61223/61140/63401	*General expnses*	*7,440.00*	*Carry over from 2024-25*	*The Native Vegetation heritage agreement grant is a project that will be acquitted in December 2025*	*177,364*	*Nil - offset by carried forward or new grant funding in 2025-26*
4121-61140	*General expnses*	*7,550.40*	*Carry over from 2024-25*	*The Native Vegetation heritage agreement grant is a project that will be acquitted before June 2026.*	*184,914*	*Nil - offset by carried forward or new grant funding in 2025-26*
2020-41404	*Commonwealth Operating Grant*	*-39,924.00*	*Carry over from 2024-25*	*Concordia housing support grant not fully spent due to delays at State level*	*144,990*	*Nil - offset by carried forward or new grant funding in 2025-26*
2020-41404	*Commonwealth Operating Grant*	*-80,000.00*	*Carry over from 2024-25*	*Concordia housing support grant not fully spent due to delays at State level*	*64,990*	*Nil - offset by carried forward or new grant funding in 2025-26*
3205-41404	*State Operating Grant*	*-5,000.00*	*Carry over from 2024-25*	*If Green Industries Council Modernisation Grant agreeement is executed before EOFY - currently tracking as likely that milestone 1 payment of $5K will be received.*	*59,990*	*Nil - offset by carried forward or new grant funding in 2025-26*
3725-41404	*State Operating Grant*	*-45,000.00*	*Carry over from 2024-25*	*Preventive Health SA Grant Funding (Wellbeing Project) - Grant runs over two financial years*	*14,990*	*Nil - offset by carried forward or new grant funding in 2025-26*
3450-41404	*State Operating Grant*	*-7,440.00*	*Carry over from 2024-25*	*The Native Vegetation heritage agreement grant is a project that will be acquitted in December 2025*	*7,550*	*Nil - offset by carried forward or new grant funding in 2025-26*
4121-41404	*State Operating Grant*	*-7,550.40*	*Carry over from 2024-25*	*The Native Vegetation heritage agreement grant is a project that will be acquitted before June 2026.*	*-*	*Nil - offset by carried forward or new grant funding in 2025-26*
3450-1405-63193	*General expenses*	*-2,020.00*	*Decreased expense*	*Heritage Grants Program – the grant is yet to be paid but will not expire until 19 November 2025 budget was set up with $8600 expected to be carried ove*	*- 2,020*	*Minor improvement to bottom line of $2020*
5001-61140	*Contractors - Other*	*63,040.00*	*Increased expense*	*Amendments for NCPA*	*61,020*	*Impacts long term plan indexed out 10 years is approximately $792k impact*
5001-61140	*Bank Fees*	*23,270.00*	*Increased expense*	*Amendments for NCPA*	*84,290*	
5001-61223	*Direct Purchases*	*-7,000.00*	*Decreased expense*	*Amendments for NCPA*	*77,290*	
5001-63100 to 500-63105	*Net changes to insurances*	*-14,500.00*	*Decreased expense*	*Amendments for NCPA*	*62,790*	
5001-63401	*Advertising*	*5,000.00*	*Increased expense*	*Amendments for NCPA*	*67,790*	
5001-61140	*Accounting Cost*	*6,715.00*	*Increased expense*	*Amendments for NCPA*	*74,505*	
Various	*Minor Other Changes*	*-6,503.00*	*Decreased expense*	*Amendments for NCPA*	*68,002*	
1018-63002	*Interest*	*-122,372.00*	*Decreased expense*	*Significantly less borrowings appproximate $3.0m lower than expected for the resulting in interest savings in the 2025-26 financial year*	*- 54,370*	*Minor long term savings due to deferred borrowing and better operating outcome resulting in short term savings, long term borrowings still relatively aligned to LTFP*
1018-40001	*General Rate Revenue*	*-9,006.00*	*Increased revenue*	*Minor increase to revenue to to model changes, additional property growth and valuation movements*	*- 63,376*	*Improves long term position*
1018-40010	*Fines and Interest*	*-36,000.00*	*Increased revenue*	*Increase to revenue based on trend and rate base increase*	*- 99,376*	*Improves long term position*
3510-41404	*Other Operating Grant*	*-2,000.00*	*Increased revenue*	*Carry over $2000 medicare grants used to support heritage program*	*- 101,376*	*Nil - offset by carried forward or new grant funding in 2025-26*
3510-61206	*Direct Purchases - Assets Under $5000*	*2,000.00*	*Increased expenses*	*Carry over $2000 medicare grants used to support heritage program*	*- 99,376*	*Nil - offset by carried forward or new grant funding in 2025-26*
3510-61206	*Direct Purchases - Assets Under $5000*	*1,200.00*	*Increased expenses*	*Funds generated from local history book sale for minor equipment purchases in 2025-26*	*- 98,176*	*Nil - offset by revenue and cash increase in 2024-25 with costs being incurred in 2025-26*
3530-41404	*Other Operating Grant*	*-3,000.00*	*Increased revenue*	*Carry over $3000 Be Connected grant use to assist in online safety for vulnerable users*	*- 101,176*	*Nil - offset by carried forward or new grant funding in 2025-26*
3530-61140	*Contractors - Other*	*3,000.00*	*Increased expenses*	*Carry over $3000 Be Connected grant use to assist in online safety for vulnerable users*	*- 98,176*	*Nil - offset by carried forward or new grant funding in 2025-26*
4121-41404	*State Operating Grant*	*-1,951.35*	*Increased revenue*	*Carry over Care for Landcare Grant to supprt Barossa Bushgardens*	*- 100,127*	*Nil - offset by carried forward or new grant funding in 2025-26*
4121-61223	*Direct Purchases Other*	*1,951.35*	*Increased expenses*	*Carry over Care for Landcare Grant to supprt Barossa Bushgardens*	*- 98,176*	*Nil - offset by carried forward or new grant funding in 2025-26*
1018-41463	*Reimbursements*	*-55,022.37*	*Increased revenue*	*Additional reimbursements for 3 approved commuity loans recently approved (Tanunda Football Club, Barossa Rams Rugby Club and Barossa District)*	*- 153,198*	*Nil - commuity loans are cash, operating and budget neutral*
Total Operating		***-153,198.37***				
4258-41583	*Commonwealth Capital Grant*	*89,108.00*	*Decreased revenue*	*Funds will now be received in the 2024-25 year.*	*89,108*	*Nil impact funds received in current financial instead of 25-26*
Total Capital Revenue		***89,108.00***				

Capital Budget Final Amendments for 2025-26 Annual Business Plan and Budget

Capital Budget *Project Number*	*Item*	*Amount*	*Revised Budget*	*Adjustment Type*	*Comment*	*Cumulative*	*LTFP Impact*
41650	*Equipment Sales - Computers*	*- 125,000*	*- 344,400*	*Sale of assets*	*Changed arrangements for computer infrastructure approved by Council in April 2025*	*- 125,000*	*Nil - new model already factored into the finanical plan*
Various	*See Attached Carry Forward Estimates Sheet*	*6,140,368*	*33,253,524*	*Carry forward of capital budgets estimate for 2024-25*	*Carry forward of capital budgets estimate for 2024-25*	*6,015,368*	*Nil - is funds already allocated for projects to be completed from the 2024-25 program in 2025-26*
Various	*Loan Liability*	*- 1,035,000*	*- 1,035,000*	*Loans*	*Additional Loans to Community Groups approved in last quarter*	*4,980,368*	*Nil - community loans do not impact the balance sheet as there is a liability for the loan which is offset by an asset of funds owed to Council*
Various	*Financial Assets*	*1,035,000*	*1,035,000*	*Financial Assets*	*Additional Loans to Community Groups approved in last quarter*	*6,015,368*	*Nil - community loans do not impact the balance sheet as there is a liability for the loan which is offset by an asset of funds owed to Council*
Total Capital		***6,015,368***					

Capital Budget 2024-25 Estimated Carry Forward Projects for 2025-26

Project	Current Actuals With Forecast Adjustments	Full Year Current Budget	Carry Over
200074 - Computer Hardware Refresh 2025	0	550,000	350,000
200090 - Public Toilet Renewal Program	0	125,001	125,001
200100 - Kegal Club - clubrooms rebuild	27,176	172,000	114,680
200307 - Council Principal Office / Library	164,477	164,000	30,000
309263 - KERB,GRAMP AVE,ANGASTON	0	10,500	10,500
309419 - KERB,MURRAY ST, ANGASTON	0	9,000	9,000
311459 - KERB,GILBERT ST,LYNDOCH	0	34,500	34,500
311594 - Williamstown - Lagoon	32,019	100,000	55,000
312166 - KERB,KLEINIG ST,LYNDOCH	0	6,000	6,000
312222 - ROAD PAVE,BLACKWOOD RD,CROMER	0	143,787	106,631
313388 - Swimming Pool, BV Recreation Centre	0	316,375	316,375
313446 - Gooden Drive - Pumps Stn	40,054	320,000	277,000
313455 - Road Pave - Craneford Road Eden Valley	237	0	94,491
313532 - KERB,MELROSE ST,MT PLEASANT	0	21,500	21,500
313549 - KERB, MURRAY STREET, TANUNDA	0	25,500	25,500
313744 - Moss Smith Road Bridge	22,863	88,112	28,112
314272 - KERB, MAGNOLIA STREET, TANUNDA	0	12,500	12,500
314359 - ROAD SEAL, KEYNETON ROAD, EDEN VALLEY	574,943	750,000	350,000
314832 - GOODEN DRIVE RISING MAIN EXTENSION, NURIOOTPA	53,218	320,000	266,783
400696 - Play Equipment - Eden Valley Playground	0	60,000	60,000
600500 - NCPA - Main Oval Lighting Upgrade	8,400	175,733	175,733
600547 - Springton WWTP	0	240,000	240,000
600591 - Nuriootpa Site 2 - Reuse - Pump Stn	0	83,480	83,480
601113 - Play Equipment - Springton Oval	0	141,015	141,015
601230 - Volunteer Centre - Barossa Bushgardens	0	13,442	13,442
601404 - Minor Plant Renewal	8,442	50,000	41,558
601405 - CWMS - Tanunda Gravity Mains Renewal	0	60,000	60,000
601520 - CWMS Lagoon & Infrastructure Aerator Reconditioning	0	65,840	65,840
601594 - Creative Industries Centre - The Big Project	370,233	1,100,000	600,000
601679 - Manager Health Services and Community Safety	0	42,000	42,000
601688 - Nuriootpa Waste Water Treatment Plant Control System	0	2,555,404	1,402,744
601727 - Software - Conquest 4 Cloud Platform	0	16,139	16,139
601748 - Manager Engineering Services	0	36,500	36,500
601753 - Community Services Officer	0	42,000	42,000
601755 - Contingency	0	4,258	4,258
601788 - Lyndoch Recreation Park Redevelopment	39,176,846	40,733,831	548,000
601791 - Nissan - Qashqai - Manager Development Services - S579CMY	0	36,500	36,500
601795 - Subaru - Forester MY22 2.5i Premium - Manager Organisation	0	35,000	7,700
601799 - Signage Track System in townships	67,321	104,037	17,037
608864 - New Public Toilet - Tanunda Rec Park	0	63,000	63,000
650564 - Water reuse infratstructure	0	42,300	39,850
650571 - NCPA Amenities and Camp Kitchen Refurbishment	0	120,000	170,000
	51,661,300	**59,273,027**	**6,140,368**

Maximum Funds Available From Approved Budget	**7,611,727**

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.2 ADOPTION OF ANNUAL BUSINESS PLAN AND BUDGET 2025-26 INCORPORATING THE LONG TERM FINANCIAL PLAN 2025-26 TO 2034-35

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer
25/39815

PURPOSE

To adopt the consolidated Annual Business Plan and Budget (ABPB) 2025-2026, incorporating the annual review of the Long-Term Financial Plan 2025-2026 to 2034-2035 (LTFP).

RECOMMENDATION 1

That Council pursuant to Section 123 of the *Local Government Act 1999*, having previously reviewed the submissions made during the public consultation period and considered those submissions and further amendments to the Annual Business Plan and Budget for 2025-2026, adopt the Annual Business Plan and Budget 2025-2026 as presented at Attachment 1.

Subject to recommendation 1 being passed:

RECOMMENDATION 2

That Council having adopted the Annual Business Plan and Budget for the 2025-26 financial year:

(1) Pursuant to Section 122 and 123 of the *Local Government Act 1999*, having previously reviewed the submission made during the public consultation period and considered those submissions and further amendments to the Annual Budget and Business Plan, adopt, as presented at Attachment 1:

   (a) The draft Annual Budget 2025-2026, used for the purpose of public consultation, as amended, as The Barossa Council Annual Budget including all estimates, assumptions and financial statements and forecast borrowings contained therein, for the 2025-2026 financial year;
   (b) The annual review of the draft Long Term Financial Plan for the 2025-2026 to 2034-2035 financial years, used for the purpose of public consultation, as amended, as The Barossa Council Long Term Financial Plan 2025-2026 to 2034-2035 including all estimates, assumptions and financial statements contained therein.

(2) Notes the Chief Executive Officer's sustainability report on the Council's long term financial performance and position as recorded in the Annual Business Plan and Budget 2025-2026 incorporating the Long-Term Financial Plan 2025-2026 to 2034-2035.

(3) Authorises the Chief Executive Officer to make necessary typographical and grammatical changes to the Annual Budget and Business Plan as necessary prior to formal publication.

(5) Authorise the Mayor and Chief Executive Officer to sign and seal any loan and related documentation to give effect to Part 1 of this resolution.

REPORT

Background

Council approved a draft ABPB and LTFP for consultation, which has concluded. Council will consider (and will have concluded) the feedback provided and also the alterations recommended as part of the Ordinary Council meeting of 17 June 2025. This matter cannot proceed until Council has considered the public consultation outcomes presented at agenda item 7.2.1 of this agenda.

The ABPB was developed through a rigorous process of consultation and review with Council Officers and Elected Members and follows the Business Planning Framework outlined in the Strategic Directions area of this document.

This report provides a summary of the final proposed ABPB and LTFP.

Discussion

Revised Information
Valuation, General Rating, Service Changes – Analysis

Valuation

Valuation data, as provided by the Valuer-General, has been received and updated in Council's modelling tools, using the draft Rating Model as included within the Draft ABPB for 2025-2026. Updates have been made to the property valuation for the final data received in the week commencing 7 June 2025. There has been an increase of $940,320,758 in total rateable property valuations from last years' property valuations, an increase of 11.43%. There has been a total of 202 new property assessments, a growth rate of 1.51%.

There has been an increase of $973,035,500 in total rateable property valuations from last years' property valuations, an increase of 11.59%. There has been a total of 209 new property assessments, a growth rate of 1.49%.

General Rate Revenue

The overall increase to general rate revenue from last year has been from the draft projection of 4.3% down to 3.56%. This is due to slightly higher valuation increases from the consultation rating valuations and the significant growth in valuations for new rateable assessment being greater than budgeted at 2.07% this is despite actual property assessment growth being 1.49%. Where there has been growth in valuations from revisions since the draft budget rates in the dollar have been reduced to counter the increases and align the rates collected to the target budget value.

Service Charges - Community Wastewater Management System (CWMS)

The CWMS Service charge for Residential customers is proposed to be set at $405.60 per annum, a small reduction against the draft plan due to greater connections than modelled; last year this was $396.50 per annum representing a 2.30% increase. For non-residential customers the rate in the dollar for their valuation increased to $0.000975 cents from $0.000932 cents reflecting valuation changes. Vacant land charges are proposed to increase from $125 to $129.

Service Charges - Waste Services

Overall, the refuse, recycling and green organics collection service charge has been increased from last year at $275.50 to $284.30, a small reduction to the draft budget amount due to final service numbers reflecting an increase of 3.19%. The 140L Refuse Bin has increased from last year from $133 to $137.20, recycling has increased from last year from $70.50 to $72.70 and Green Organics increased from $72 to $74.40. The refuse collection service rate for 240L bins, available to commercial premises to upsize, has increased from last year at $174 to $178.

The service charges are based on cost increases for collection and disposal.

Operating Budget

Further reviews to the Budget since the draft was adopted have been outlined in the report at 7.2.1 of this agenda and represents a reduction in the budget deficit from $341,000 to $178,000 an improvement to the bottom line of $163,000 and associated improvements to the forward years in the LTFP.

The Nuriootpa Centennial Park Authority (NCPA) board approved their 2025-2026 Budget and Business Plan and LTFP. The NCPA operating and capital budget information is contained within Council's ABPB and LTFP.

Reserve Transfers

Service areas for CWMS and Waste, which have separate service charges and rates, are reconciled to the net operating result at the end of the financial year. Movements within these budgets are adjusted to/from the relevant reserve at the end of 2025-2026 and a report provided to Council in due course as is standard end of financial year practices. This is undertaken to ensure compliance with the rating provisions of the *Local Government Act 1999* (the Act) where service areas that are subject to a service charge or rate are over the long-term covering the cost of the service.

Annual Budget and Business Plan

As required under Section 123 of the Act, the draft Business Plan has been prepared and is contained within the first section of the draft ABPB 2025-2026.

The consolidated budgeted financial statements are included in the Annual Budget section of the ABPB.

Pursuant to Section 123 (7) of the Act, Council must adopt its Annual Business Plan with or without amendment before the adoption of its Annual Budget, as per the following excerpt:

(7) Each budget of a council must-
  (a) be considered in conjunction with the council's annual business plan (and must be consistent with that plan, as adopted); and
  (b) be adopted by the council after the council has adopted its annual business plan.

Pursuant to Section 153(5)(a) of the Act, Council must adopt its ABPB *prior* to adopting rates for the financial year.

Long Term Financial Plan

As required by Section 122 of the Act, Council must undertake a review of its LTFP as soon as practical after adopting the Council's Annual Business Plan.

The annual review of the LTFP is included as a section within the ABPB document. It is noted that following the inclusion of the submissions and revised information above, the LTFP has been updated from the draft consultation document.

The LTFP sub-plans are prepared for Waste Services, CWMS Services, NCPA, all other Council services and consolidated to form Council's summary LTFP - this summary annual review is reported within the consolidated financial estimates in the ABPB.
The LTFP includes known operational and capital expenditure programs to maintain, renew and implement assets and services as required for Council services over the ten years.

Funding Plan

As required by Section 122 (1e) of the Act, to meet future service provisions, Council uses a mix of revenue sources including general rates, service charges, user and statutory charges, grants and contributions, commercial and other income along with loan financing as a means of funding both operating and capital expenditure.

Refer to the LTFP for Council's funding of operating and capital programs and requirements, indexation, financial assumptions and estimates, loan financing and financial indicators.

Revenue and Financing Over the Forward Estimates

To deliver current service levels and forecast growth needs Council plans to generate general rates income and predicts the following increases over the ten-year plan:

- For year 2025/26 as outlined in the business plan and budget attached.
- For year 2026/27 at 4.3%
- For the year 2027/28 at 3.75%.
- For the year 2028/29 at 3%.
- For the remainder of the plan 2.7% which is aligned to the current consumer price index forecast from July 2027 by the Reserve Bank of Australia – May 2025 forecast plus 0.1%.

- The above estimates do not include new properties - the growth estimates for additional income are 0.75% and 1%.
- The above estimates do not cater for the Concordia Growth Area revenue growth from rates.

Selected service areas use services charges and service rates to recover the cost, including - waste services for Refuse, Recycling and Green Organic with 2025/26 at 2.25% and future years range from 2.25% to 3.25%; and Wastewater Management (CWMS) will increase in 2025/26 by 2.75% and future years range from 2.0% to 2.75%. Other income changes funding the expenditure of Council are:

- General income from commercial activities and user charges such as caravan park, development fees and the like are estimated to increase at 2.6%.
- Recurrent grants are based on known factors - where the grant is subject to indexation 2.6% has been applied.

Expenditure

Operating expenditure is indexed within a range outlined in the LTFP, as a base the current RBA Trimmed Mean CPI forecast is the basis of most estimates currently 2.7%, with one-off and cyclic expenditure works and programs scheduled in the appropriate year as and when required. Further and full details are provided in the LTFP and there are no significant deviations in the settings from that which was adopted for consultation other than those already explained in this report.

Summary and Conclusion

As required by Section 122 of the Act, the Council's Chief Executive Officer (CEO) is to prepare a report on the Council's long term financial performance and position, considering the provisions of Council's annual business plan and strategic management plans.

Council's Financial Sustainability Principles play an important part in the preparation of the LTFP and are included in the document. Council has adopted the Local Government sector key financial indicators to assess Council's long-term financial sustainability. The CEO report uses the Key Performance Indicators (KPIs) as a tool to analyse and measure forecasts to targets.

The measurement of Council's performance includes both financial and non-financial KPIs. These are reported within the document in detail for the budget year and in summary for the 10-year plan. An explanation of the variances for the LTFP KPIs are recorded in the document.

A Financial Sustainability Performance Report is included in the final ABPB in the LTFP. The amendments to the budget and LTFP see all key performance indicators meeting target settings based on the current elected body policy, service level and investment settings.

The plans and budgets do not currently include the Concordia development estimates. These are currently under development but do include current planning resources engaged in the project.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Annual Business Plan and Budget for the 2025-2026 Financial Year Incorporating the Long Term Financial Plan 2025-2026 to 2034-2035 ⇩

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS13 Strategic/Legislative Planning and Reporting - Service Activity Provision of organisational performance report (outcomes), activity report (outputs), a range of statutory reporting (e.g. public health, tax, superannuation) and financial reporting.

Legislative Requirements
Section 123 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

   No additional or changed consideration not already known are raised through the report.

2. **SUSTAINABILITY & ENVIRONMENT**
   Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

   No additional or changed consideration not already known are raised through the report.

3. **FINANCIAL**
   Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Annual Business Plan and Budget 2025-26 Key Financial Performance Indicator Estimates

Key Performance Indicator 1: Operating Result ($'000)

Council's target is to achieve an operating break-even position, or better, over any ten year period. The operating result for 2025/26 is forecast as a deficit of $177,546. The cumulative ten year period operating surplus is forecast at $12.975m surplus, for more information refer to LTFP section within this plan. The Federal Government paid $2.086m from the 2023/24 financial assistance grants early on 29 June 2023, therefore impacting the operating result for the 2023/24 financial year forecast; this indicator shows an adjusted underlying budget position.

Year	2022/23 Actual $'000	2023/24 Actual $'000	2024/25 Q3 Revised Budget $'000	2025/26 Budget $'000
Result	949	(1,139)	(891)	(178)
Underlying Result		Adjusted for early financial grant payments made in 2022/2023 947		
Status				
Underlying Status		Adjusted Indictor 		

Key Performance Indicator 2 Operating Surplus/(Deficit) Ratio

Expresses the projected Operating Surplus/(Deficit) result as a percentage of Operating Revenue. Council has set a target to achieve an operating surplus ratio of between -2% to 10%. The forecast is ratio within the target range at -1.1%.

Year	2022/23 Actual	2023/24 Actual	2024/25 Q3 Revised Budget	2025/26 Draft Budget
Result	2.1%	(2.5%)	(1.8)	(0.3)
Underlying Result		Adjusted for early financial grant payments made in 2022/2023 2.0%		
Status				
Underlying Status		Adjusted Indictor 		

Key Performance Indicator 3-1: Net Financial Liabilities ($'000)

Council has set a target that Council's level of net financial liabilities is no greater than its annual operating revenue and not less than zero the target is met.

Year	2022/23 Actual $'000	2023/24 Actual	2024/25 Q3 Revised Budget $'000	2025/26 Budget $'000
Result	9,238	17,169	33.583	46,856
Status				

Key Performance Indicator 3-2: Net Financial Liabilities Ratio

Expresses the projected Net Financial Liabilities as a percentage of total operating revenue for each year. It is Council policy (and industry best practice) that this ratio shall not exceed 100%. Council has set the target that a Net financial liabilities ratio is greater than zero but less than 100% of total operating revenue the target is met.

Year	2022/23 Actual	2023/24 Actual	2024/25 Q3 Revised Budget	2025/26 Budget
Result	20%	37%	66.1%	88.6%
Status				

Key Performance Indicator 4: Asset Renewal Funding Ratio

Expresses the rate by which assets are wearing out and being replaced by comparing capital outlays on renewal/replacement to the Infrastructure Asset Management Plans. Council has set the following target: Capital outlays on renewing/replacing assets net of proceeds from sale of replaced assets is greater than 80% but less than 110% of Infrastructure Asset Management Plans. A substantial amount of 'Upgraded' asset work completed each year is partly renewing components of existing assets. The calculation to compile this ratio does not include any upgrade costs as it is not considered 'renewal/replacement'. This is then effectively understating the expenditure for asset replacement and the ratio is not then reflecting the true actual net asset renewals. It is expected the renewal spend information will be more accurate when the four-year review of the IAMP's is undertaken and the improvement plans from that work provides these revised projections per annum. The target is exceeded.

Year	2022/23 Actual	2023/24 Forecast	2024/25 Q3 Revised Budget	2025/26 Draft Budget
Result	108%	123%	107.5%	136.4%
Status				

Long Term Financial Indicators Summary

- KPI 1: Operating Surplus:
  - An operating deficit for two years being 2025/26 and 2026/27 combined totalling $0.678 million.
  - Returning to an underlying operating surplus in 2027/28 of $292,000.
  - All future years are in operating surplus with an accumulated surplus over 10 years as at the end of the 2034/35 financial year of $12.972 million.

- General rate increases for years 2025/26 as outlined in the business plan and budget above, 2026/27 of 4.3%, 3.75% for 2027/28, 3.00% for 2028/29 and 2.7% for the remainder of the long-term financial plan aligning to the May RBA trimmed CPI and CPI forward estimate from July 2027 plus 0.1% to ensure aligned cash flow and debt reduction targets are met. Growth for the future is estimated at between 0.75 and 1% excluding the Concordia growth area development which is still being planned and modelled.

- KPI 2: Operating surplus ratio average over 3 years:
  - Council's forecast retrospective operating result ranges from (1.6%) deficit to 3.7% profit during this plan.
  - Annual surplus ratios range from (0.9%) deficit to 3.9% surplus.
- KPI 3: Net Financial Liabilities.
  - The forecast is 88.6% in 2025/26 and by year 2034/35 it is projected to be at 13.5%.
- KPI 4: Asset Renewal Funding Ratio.
  - The average being 112.4% over the ten-year plan when measured against the adopted Infrastructure and Asset Management Plans
  - The average being 106.7% over the ten-year plan when measured against depreciation.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

No additional or changed consideration not already known are raised through the report.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

No additional or changed consideration not already known are raised through the report.

COMMUNITY ENGAGEMENT

Community engagement was undertaken in accordance with Council's instructions at its meeting on 12 May 2025.

ANNUAL BUSINESS PLAN AND BUDGET 2025/26

Incorporating the review of the Long Term Financial Plan for 2025/26 to 2034/35

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The Barossa Council acknowledges the Ngadjuri, Peramangk and Kaurna people and their ancestral connection to land and pays respects to Elders past, present and emerging.

FROM THE MAYOR

What a 2024-25 for the Barossa a unique and highly desirable tourism destination. We have delivered some amazing projects in the past 5 years, Barossa Park – Lyndoch being the latest highlight, and we started new ones the Barossa Creative Industries Centre being the current focus as we continue to support our growing community. This annual business plan and budget is the first adopted under our new Community Plan and Corporate Plan framework and aims to continue driving investment, reform of the organisation and supporting our rural rate base in another tough year for them.

Our 2025/26 budget proposes a net increase of 3.79% average increase in general rates and service charges to existing ratepayers, who receive all services. This will deliver ongoing investment in core and upgraded assets, support ever growing service expectations, and commence delivering our largest internal reform ever as we position ourselves for the Concordia development and strive to make savings and efficiencies through a 3-year implementation of organisation reforms of our processes, technology and use of emerging systems. There is also growth in new properties of 2.11% in additional revenue. Rural rate payers' rates will again be practically fixed due to another tough year on the land and this can be afforded without shifting the rate burden due to the amount of new growth this year.

Highlights within our 2025/26 budget include:

- Transport, stormwater, bridges and footpath infrastructure investment of $7.688m consisting of:
  - $2.163m for maintenance of road, bridge, footpath, kerbing assets and road vegetation and tree management.
  - $1m to commence a two year redevelopment of stormwater, footpath and Yetti Road subject to a successful road grant application.
  - $2.828m for renewal and upgrading of roads being road resheeting and resealing of existing assets.
  - $400,000 to undertake the final year of sealing Keyneton Road.
  - $580,000 for stormwater and bridge projects.
  - Footpath renewal allocation this year of $525,000.
  - $100,000 allocated to continue the work of the State to connect Birdwood to Mt Pleasant via a rubble track following the old rail corridor.
  - Streetscaping projects totalling $92,000.

- $15m in project funding under The Big Project for the Barossa Creative Industries Centre, with $6.9m funded by the Commonwealth and a further $500,000 from the State.

- $1.045m in 2025/26 for Community Wastewater Management System upgrades and expansion to support population growth and service needs.

- Other key direct investments in maintenance and service provision of note are:
  - Management of halls and community facilities $498,000
  - Sport and recreation parks and facilities and pools $2.833m
  - Parks, gardens, playgrounds and open space $1.298m
  - Community Wastewater Management Systems $1.884m
  - Library services and facilities $1.669m
  - Caravan parks $1.989m
  - Waste management $3.457m
  - Community transport, home assistance, Barossa Gallery and general community programs $1.463m.
- Investment in a new enterprise system over 3 years total capital investment $1.986m.

- Subject to funding support grants and third parties:
  - Lighting upgrades at Nuriootpa Centennial Park and Angas Recreation Park $880,000 to 300 lux.
  - Redevelopment of the Nurioopta Centennial Park netball and tennis courts $920,000.

The Annual Business Plan and Budget incorporating the annual review of the Long-Term Financial Plan is available on our website and at the Customer Support desk at our principal office located at 43-51 Tanunda Road, Nuriootpa.

Michael (Bim) Lange OAM

Mayor, The Barossa Council

HAVE YOUR SAY

Consultation has been completed and closed on Friday 6 June 2025.

CONTACT US

You are welcome to contact Council if you have questions regarding the Annual Business Plan and Budget 2025/26.

www.barossa.sa.gov.au

barossa@barossa.sa.gov.au

Principal Office: 43-51 Tanunda Road, Nuriootpa (Monday – Friday, 9am – 5pm)

Phone: 8563 8444

Version	Status	Date
Version 1	Draft adopted for Public Consultation	12 May 2025
Version 2	Final for Adoption	10 June 2025

OUR VISION

To create a vibrant and growing community where people support one another and come together to have fun and foster a sense of belonging, community spirit and connection to the Barossa.

OUR MISSION

OUR MISSION AS SHARED CUSTODIANS OF THE BAROSSA IS TO CULTIVATE AN IDENTITY THAT CELEBRATES DIVERSITY, EMBRACES INCLUSIVITY AND PROMOTES A PROSPEROUS FUTURE. WE STRIVE TO BE PREPARED AND TAKE A PLANNED AND THOUGHTFUL APPROACH TO BUILDING OUR FUTURE, ONE THAT IS WELCOMING TO ALL.

OUR VALUES

Pride:

We take pride in building strong communities in alignment with our environmental, social and governance framework.

Courageous Leadership:

We value courageous leadership by being visionary, bold and innovative and taking proactive and positive action.

Community Spirit:

We value our people and their cultural heritage, our landscapes and vistas, our food and wine, and our unique character.

Inclusiveness:

We value diversity of people, inclusion, accessibility, and tolerance.

OUR BAROSSA

The Barossa is a rich and diverse region and home to the internationally renowned Barossa wine region.

Prior to European settlement, the Barossa region was inhabited by the Peramangk, Ngadjuri and Kaurna people. Colonel William Light first visited the area in 1837, naming the Barossa Range from which the region derives its name. The settlement of the Barossa region began in 1840, with settlers originating from the British Isles, Prussia and Silesia. Lyndoch was the first township to be settled in 1837.

Early farmers of the Barossa established vineyards in the 1840s and 1850s to supplement their primary activities of wool and livestock production and crop farming. In the late 1880s and 1890s there were substantial increases in the production of wine in the region which resulted in the establishment and subsequent expansion of a number of cellars. The wine industry has continued to grow from these early beginning and is the major source of income for the region, with the cultural landscape of present day Barossa being reflective of the influence of the early British and German settler's influence.

The tourism industry has become a major focus for the continued development of the region with the Barossa acknowledged as one of the five most recognised wine regions in the world.

The Barossa Council was originally formed in 1996 after the amalgamation of the District Councils of Barossa, Tanunda and Angaston. The majority of the District Council of Mount Pleasant was later amalgamated in 1997. The Council covers an area of approximately 912 square kilometres, is located approximately 70 kilometres north east of Adelaide, adjacent to the town of Gawler, and is home to a population of 23,558 people.

Distance of Principal Office from Adelaide CBD ..... 70 km

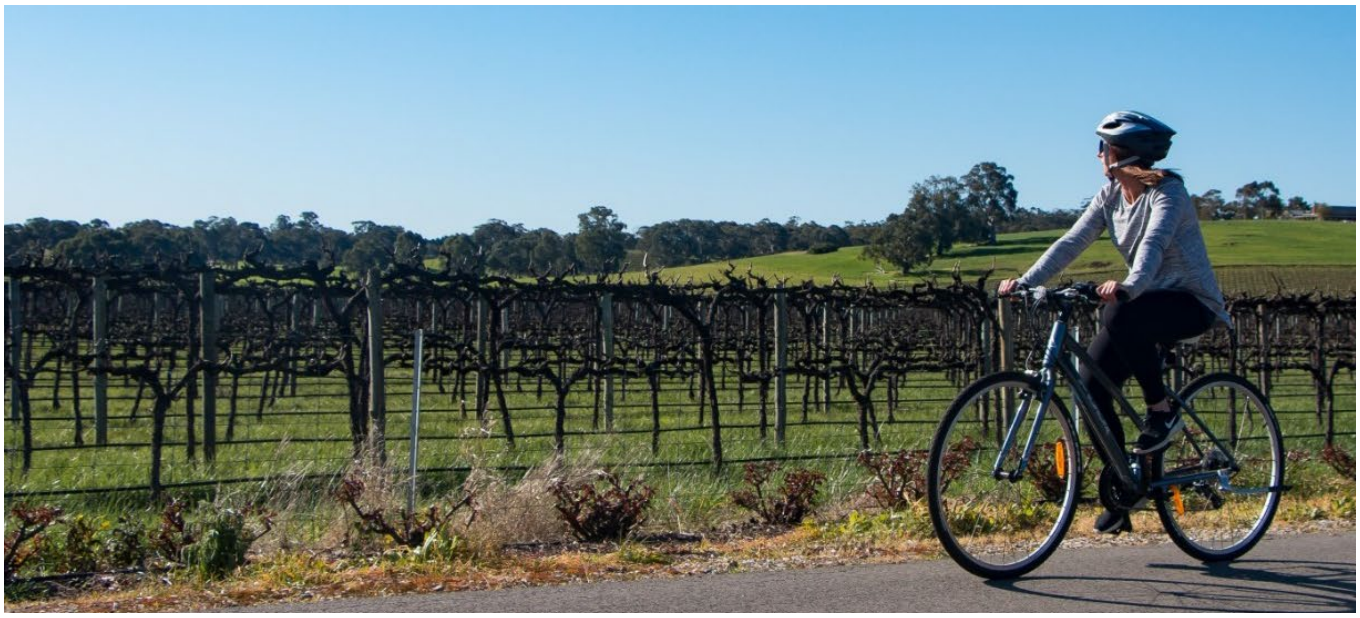
Area of Council ..... 893.5 km^2

Number of Rateable Assessments 13,620

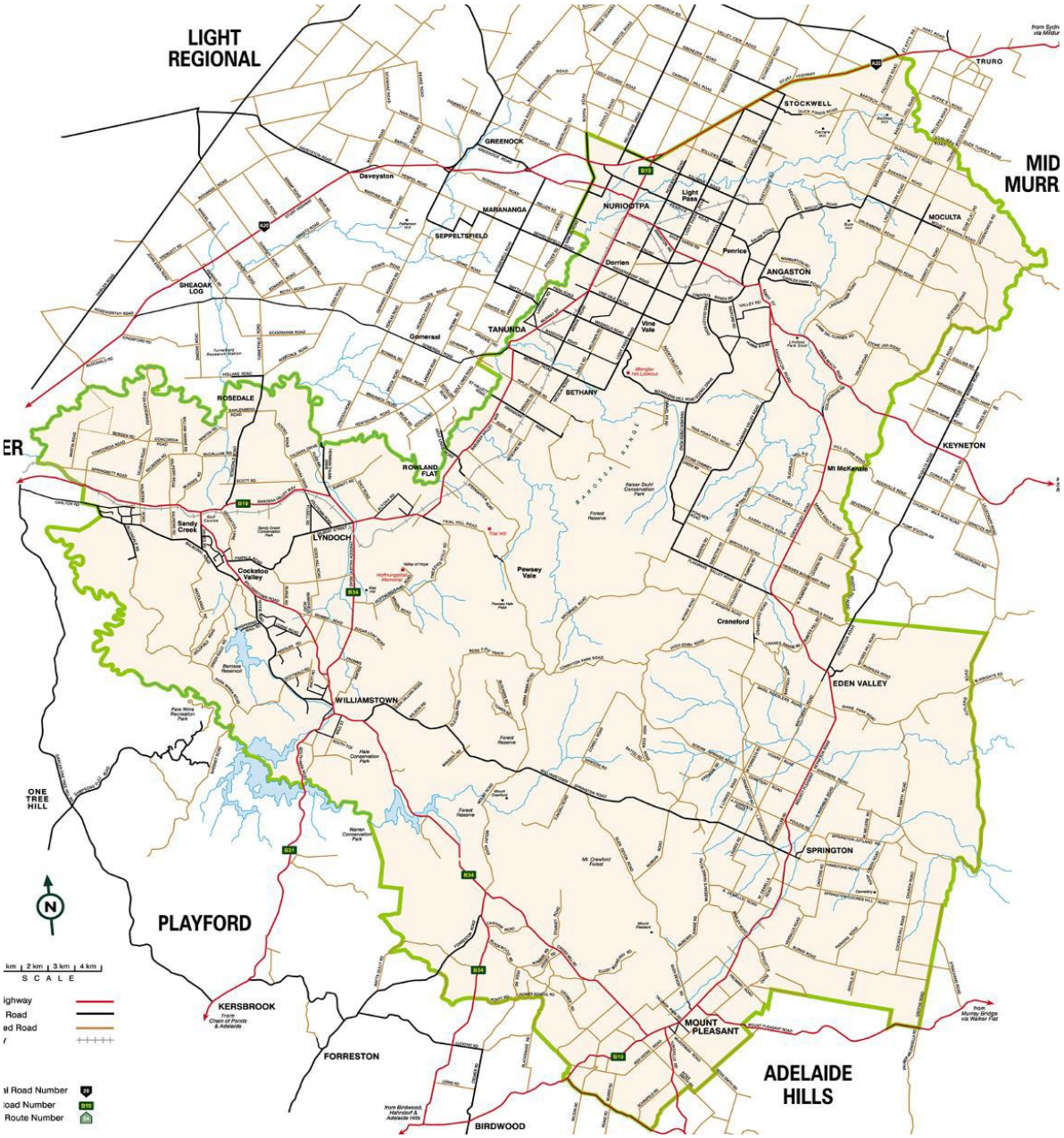
Number of Non-Rateable Assessments 578

OUR TOWNSHIPS

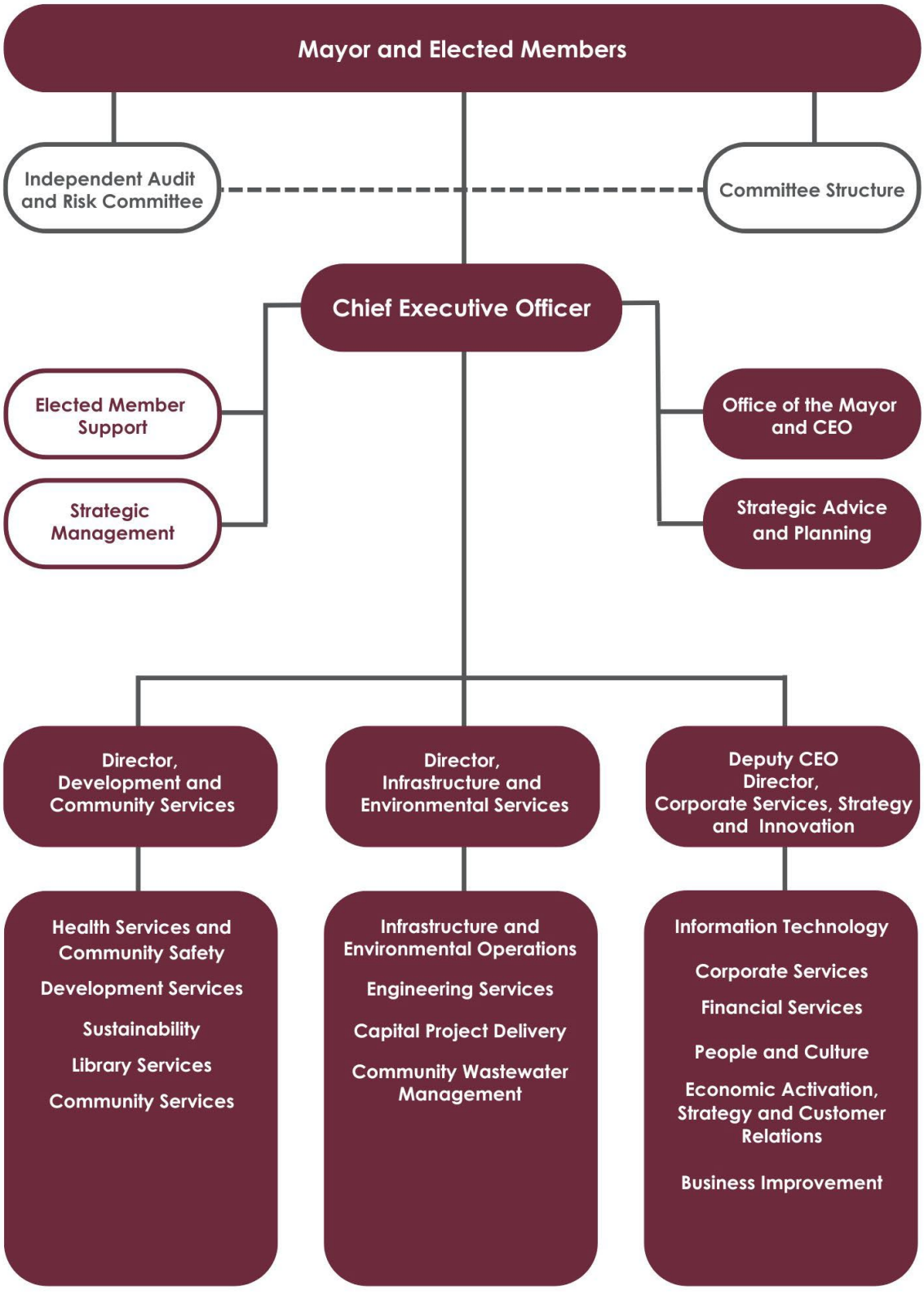
Altona, Angaston, Barossa Goldfields, Bethany, Cockatoo Valley, Concordia, Craneford, Cromer, Dorrien, Eden Valley, Flaxman Valley, Kalbeeba, Krondorf, Light Pass, Lyndoch, Moculta, Mount Crawford, Mount McKenzie, Mount Pleasant, Nuriootpa, Penrice, Pewsey Vale, Rosedale, Rowland Flat, Sandy Creek, Springton, Stockwell, Tanunda, Taunton, Vine Vale, Williamstown and Wilton.



COUNCIL AREA MAP



ORGANISATIONAL STRUCTURE



OVERVIEW

Net Rate and Service Revenue	$42.019m
Other Operating Revenue	$10.881m
Operating Expenditure	$53.078m
Net Operating Position Surplus / (Deficit)	($0.178m)
Capital Income	$5.673m
Capital Expenditure (assumes 100% delivery achieved not including carried forward projects)	$27.113m
Capital Expenditure (projects underway and carried forward funds from 2024-25)	$6.140m
New Borrowings	$10.000m

The **Annual Business Plan and Budget** is The Barossa Council's statement of intended programs and outcomes for the coming financial year. This Plan has been developed through a rigorous process of consultation and review with Council Officers and Elected Members and follows the **Business Planning Framework** outlined in the Strategic Directions area of this document. It includes both continuing services, programs, and follows the strategic directions outlined in Council's Community Plan 2024 - 2044, the Long Term Financial Plan (LTFP) – (the annual review is included in this document) and the Long Term Infrastructure and Asset Management Plan.

The Barossa Council acts as custodian of approximately $500m of infrastructure and other assets. This presents Council with a number of complexities, including how to allocate resources in order to satisfy community demands for new and expanded services, whilst ensuring appropriate resources are provided for maintenance and future replacement of existing community assets.

Council is committed to ensuring that the wide variety of services and activities it provides to the community reflect financial sustainability. The key measure of financial sustainability is ensuring operating expenditure (inclusive of depreciation) is fully funded from recurrent operating revenue streams. This means that Council should generally have sufficient recurrent revenue funds generated over the long term financial plan in order to finance the programmed replacement of existing community assets at the end of their useful lives where services remain required. Refer to the section Financial Sustainability for details for this plan's forecast results.

2025/26 AVERAGE GENERAL RATE AND SERVICE CHARGES SUMMARY

General Rate (Excl. Growth)	Net Revenue Increase	3.56%
Refuse, Recycling and Green Organics	Service Charge Increase	$8.80
CWMS - Residential	Service Charge Increase	$9.10
CWMS – Vacant Land	Service Charge Increase	$4.00
CWMS – Commercial	Service Rate Increase	$27.61
Landscape Levy (collected on behalf of the State Government)	Service Rate Decrease	-$2.55

UNDERLYING ASSUMPTIONS

- General Rate and Service Charge revenue increase on existing ratepayers to ensure Council is sustainable; indexation above includes revenue from growth but not increases in service numbers for Waste and CWMS.
- All other income and expenditure has been increased in line with the current cost for providing those services and consideration of Council's Long Term Financial Plan (LTFP).
- Staffing costs increase in line with existing contracts, Enterprise Bargaining Agreements, Superannuation and current Legislation.
- The Consumer Price Index for Adelaide all groups is 2.2% as at the March 2025 quarter.
- The underlying inflation rate as measured by the trimmed median Consumer Price Index is 2.9% as at the March 2025 quarter.
- Operating costs have been estimated from current known escalation costs, trends in costs associated with service delivery and contractual commitments.
- Increase in enterprise agreement costs average 3.11%.
- Servicing of borrowings will increase over the next 3 years to support infrastructure build.

KEY FEATURES

A comprehensive capital works program of $33.254m which includes $6.140m in carried over projects from the 2024-25 financial year.

The program, not including carried over projects, has funding of $5.175m for transport assets renewal and upgrading (resealing and resheeting of roads, replacement footpaths, kerbing); drainage and bridge works $0.702m, Community Wastewater Management Systems (CWMS) $1.045m, buildings renewal of $0.620m and $1.215m for plant and equipment including a new community bus. Net expenditure of $15.0m for the Creative Industries Centre is our headline investment for 2025-26.

Council's core system is reaching end of life in 2027 and the next three years investment of approximately $1.986M is planned for necessary capital replacement of the core system and many interfacing systems to achieve a modern customer focussed, secure, simpler and efficient technology solution and prepare for growth and expansion of services in the Council area for the next decade to come. The net increase in annual annualised net present value of the operating costs of a new cloud based and enterprise system is approximately $513,029 per annum.

STRATEGIC DIRECTIONS

The Barossa Council's Community Plan 2024-2044 was adopted by Council on 20 August 2024. The Community Plan is an aspirational document and cornerstone for future investment. It will guide future decision making over the next 20 years through the delivery of highlighted strategies and targets. The Community Plan shows commitment to the values of:

- Pride
- Courageous Leadership
- Community Spirit
- Inclusiveness

The Community Plan is based on the Environment Social and Governance framework and focusses strategic decision making and operational delivery on 5 key pillars:

1. Our Community
2. Our Economy
3. Our Environment
4. Our Places
5. Our Council

The Corporate Plan of Council gives effect to the Community Plan aspirations through strategic actions and business as usual activities and is reviewed annually.

The Annual Business Plan and Budget outlines the annual program that delivers upon the Community and Corporate Plan and their strategies as outlined in the following tables.

Council activity for 2025/26 is identified as one or more of the following four roles and relates to the Community Plan strategies as outlined in the following tables.

OUR COMMUNITY

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Strategic Outcome	Role
Our community is welcoming, vibrant and safe.	Leader Provider/Regulator Advocate Facilitator/Partner
Our services and facilities are accessible.	Leader Provider/Regulator
We have a healthy respect for our diversity, character and history and are welcoming and supportive of all people.	Leader Provider/Regulator Advocate Facilitator/Partner
We support and advocate for sound planning and community outcomes in the implementation of the Concordia development in alignment with Councils vision, mission and principles for this development.	Leader Provider/Regulator Advocate Facilitator/Partner

OUR ECONOMY

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Strategic Outcome	Role
We strive to support income and job stability and growth for the future in support of quality of life outcomes.	Leader Provider/Regulator Advocate Facilitator/Partner
We partner with and support local business.	Leader Provider/Regulator
We are a destination of choice.	Leader Provider/Regulator Advocate Facilitator/Partner
We look to maximize community economic return	Leader Provider/Regulator Advocate Facilitator/Partner

OUR ENVIRONMENT

Our Environment

Supporting a sustainable Barossa.

Strategic Outcome	Role
We support actions that manage our environment for future generations.	Leader Provider/Regulator Advocate Facilitator/Partner
We sustainably manage our resources and encourage sustainable practices.	Leader Provider/Regulator Advocate Facilitator/Partner

OUR PLACES

Our Places

Our places and spaces enhance the liveability, retain rural and regional character and diversity of our communities.

Strategic Outcome	Role
Our places are planned, managed, and sustainable.	Leader Provider/Regulator Advocate Facilitator/Partner
We have connected transport infrastructure and networks.	Leader Provider/Regulator Advocate Facilitator/Partner
We plan for and deliver infrastructure to enhance our places.	Leader Provider/Regulator Advocate Facilitator/Partner

OUR COUNCIL

Our Council

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Strategic Outcome	Role
We deliver a quality customer experience based on a willingness to innovate and drive change.	Leader Provider/Regulator
We are financially sustainable and take a planned and long-term approach to investment.	Leader Provider/Regulator
We have sound asset management services.	Leader Provider/Regulator
We have strong relationships, and where appropriate, partner with our community, industries, stakeholders, the Local Government sector and Governments.	Leader Provider/Regulator
We have a safe, healthy, and resilient workforce.	Leader Provider/Regulator

BUSINESS PLANNING FRAMEWORK

Council's Business Planning Framework describes how the Community Plan and its Key Result Areas, their associated Objectives and the Strategies reach these Objectives and provide guidance to the preparation of other Council long term and operational plans. Council's long term and operational plans are listed below.

Corporate Plan

Outlines key corporate actions to support the Community Plan and performance targets over four years;

Long Term Financial Plan

Provides financial directions for the next 10 years;

Long Term Infrastructure and Asset Management Plan

Provides the strategic upgrade, replacement and renewal programs for Council assets and infrastructure;

Annual Business Plan and Budget

Provides the annual financial and operational plans, objectives and performance targets for Council;

Regional Public Health Plan

Provides a coordinated strategy across Council to the health and wellbeing of communities and helps inform decisions in both soft and hard infrastructure;

Local Economic Development Plan

Provides policy direction for the continued development of the Council area;

Quarterly Business Plan and Budget Reviews

Outlines financial performance against the Annual Business Plan and Budget;

Monthly Financial Reports

Regularly tracks the finances of Council;

Annual Report

Describe the performance of Council on objectives set in the Annual Business Plan and Budget, as well as disclosing statutory information regarding the status of Council and Council services.

JOINT VENTURES AND ASSOCIATED ENTITIES

NURIOOTPA CENTENNIAL PARK AUTHORITY (NCPA)

Established as a subsidiary of Council pursuant to Section 42 of the *Local Government Act 1999*, the Nuriootpa Centennial Park Authority (NCPA) manages and maintains the Barossa Tourist Park and adjacent sporting and leisure facilities on behalf of Council.

The projected 2025/26 Financial Statements for the Authority is included within Council's financial statements contained within this document.

NORTHERN AND YORKE LOCAL GOVERNMENT ASSOCIATION

Established in 1998, this organisation is formed under Section 43 of the *Local Government Act 1999* and operates as a regional subsidiary of Councils included in the membership. An amount of $13,395 is included in the budget for membership.

GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY (GRFMA)

Established in 2002, this organisation is responsible for the construction, operation, and maintenance of flood mitigation infrastructure in the Gawler River catchment. An amount of $36,469 is included for the operational and maintenance subscription for the 2025-26 financial year. Council has a share in the Net Assets of $4.488M as at 30 June 2024.

SERVICE PROVISION

OFFICE OF THE MAYOR AND CEO

Australia Day Awards, Strategic Planning and Management, Organisational Reform and Leadership, Citizenship Ceremonies, Executive Support and Management, Advocacy, and shared Economic Development and Governance.

CORPORATE SERVICES STRATEGY AND INNOVATION

Enterprise Systems, Records Management, Information Management, Advocacy, Governance, Organisational Development, Internal Audit, Human Resource Management, External and Internal Communications, Community Engagement and Consultation, Event Management, Customer Support, Risk Management, Business Transformation, Work Health and Safety, Grant Writing, Insurance Management, Organisational Performance Reporting, Procurement & Contract Advice, Property Management, Operational Financial Management, Rating Services, Taxation Management, Payroll, Creditor and Debtor Management, Tourism Services, and shared Economic Development and Governance.

DEVELOPMENT AND COMMUNITY SERVICES

Planning and Building Assessment, Liquor Licensing, Dog and Cat Control, Compliance, Monitoring and Enforcement Matters, Public Health, Fire Prevention, Safe Food Practices, Heritage Advice, Immunisation, Parking and Traffic Controls, Strategic Land Use Planning, Sustainability, Waste and Resource Recovery, Advocacy, Library Services, Community Grants, Art and Culture, Volunteering, Services, Community Development, Community Transport and Home Assistance.

INFRASTRUCTURE AND ENVIRONMENTAL SERVICES

Building Asset Construction and Maintenance, Bridge Construction and Maintenance, Cemetery Management, Unmade Public Road Management, Road Closure Management and Approvals, Community Wastewater Management System Construction Operations and Maintenance, Treated Water Reuse Distribution System Construction, General Operations and Maintenance, Open Space Construction and Maintenance, Footpath and Bike Path Construction and Maintenance, Infrastructure Planning and Development, Asset Management, Advocacy, Recreational Oval Management, Public Lighting, Public Conveniences, Road Design Construction and Maintenance, Traffic Planning and Management, Road Safety Control, Event Support, Roadside Vegetation Management and Control, Tree Management, Stormwater Drainage and Construction and Maintenance, Engineering Development Assessment, Facilities (Buildings) Management, Quarry Operations and Resource Management, Waste (Transfer Station) Operations, Operational Environmental and Natural Resource Management.

The Big Project Strategic Planning and Management of Community Buildings and Recreational Facilities, Project Management, Grant Management, Community Engagement, Contractor Management.

2025/26 KEY ACTIVITIES

The following key activities represent strategic actions in Council's Corporate Plan that are set as specific works during the 2025-26 financial year or are ongoing and are above normal business as usual operations and delivery of associated service levels. Council's Community Plan provides a plan of core works, strategic actions and informs this Annual Business Plan and Budget.

Council's Corporate Plan provides extensive detail on the services provided and the levels of service provided, and can be located at www.barossa.sa.gov.au

Key Strategic Action	Service Area
CS2-1 and CS14-1 Support the build and prepare for commissioning of the new creative industries centre and enact the approved strategic and operational plans including retention of local history and heritage.	Art and Culture and Heritage
CS4 – 1 Undertake a review of Caravan Park service levels, policy settings and service delivery model – carried over from 2024-2025 financial year.	Caravan Parks
CS4 – 2 Implement approved Transition Plan for NCPA into Council operations	Caravan Parks
CS6-1 Commence implementation of outcomes of the Community Development and Governance Framework.	Community
CS10-1 and CS17-1 Continue to partner with industry to achieve a long-term sustainable water supply and security to the Barossa (see CS17-1).	Economic Development and Natural Resources
CS11–1 Develop and identify market positioning for large event attraction based on Brand Barossa and infrastructure investment opportunities.	Events
CS12-1 Review the requirements for an electronic bookings management system and provide recommendation for future improvements – carried forward from 2024-25	Facilities and Community Land
CS14-2 Development of Disaster Management Plan for Library and Gallery collections	Heritage
CS15-1 and BS13-1 Commence implementation of endorsed priorities and resourcing needs as agreed Growth and Infrastructure Investment Strategy actions commencing with employment land provision needs in 2025-26.	Land Use and Development
CS15-2 Commence implementation of planning, infrastructure, land division and operational needs to support Concordia Growth Area.	Land Use and Development
CS15-3 Continue to advocate to implementation of the outcomes of the Strategic Directions Review of the Barossa Character District Overlay Code Amendment	Land Use and Development
CS19-1 Continue to develop ongoing relationships with Ngadjuri, Peramangk and Kaurna Nations and potential pathways for reconciliation and recognition	Social Inclusion
BS1–1 Complete business case for core system replacement and commence implementation of approved outcomes.	Business Technology
BS4-1 Commence preparation and implementation of legislative requirements for November 2026 Local Government Elections	Council and Committees
BS7-1 Complete final components of a review of the Office of the Mayor and CEO function, structure, service delivery model (part carried forward from 2024-25)	Governance
BS10-1 Implement the agreed training and development framework (carried over from 2024-25).	People and Culture
BS11-1 Develop rolling Strategic Forward procurement plan for key areas of spend	Procurement

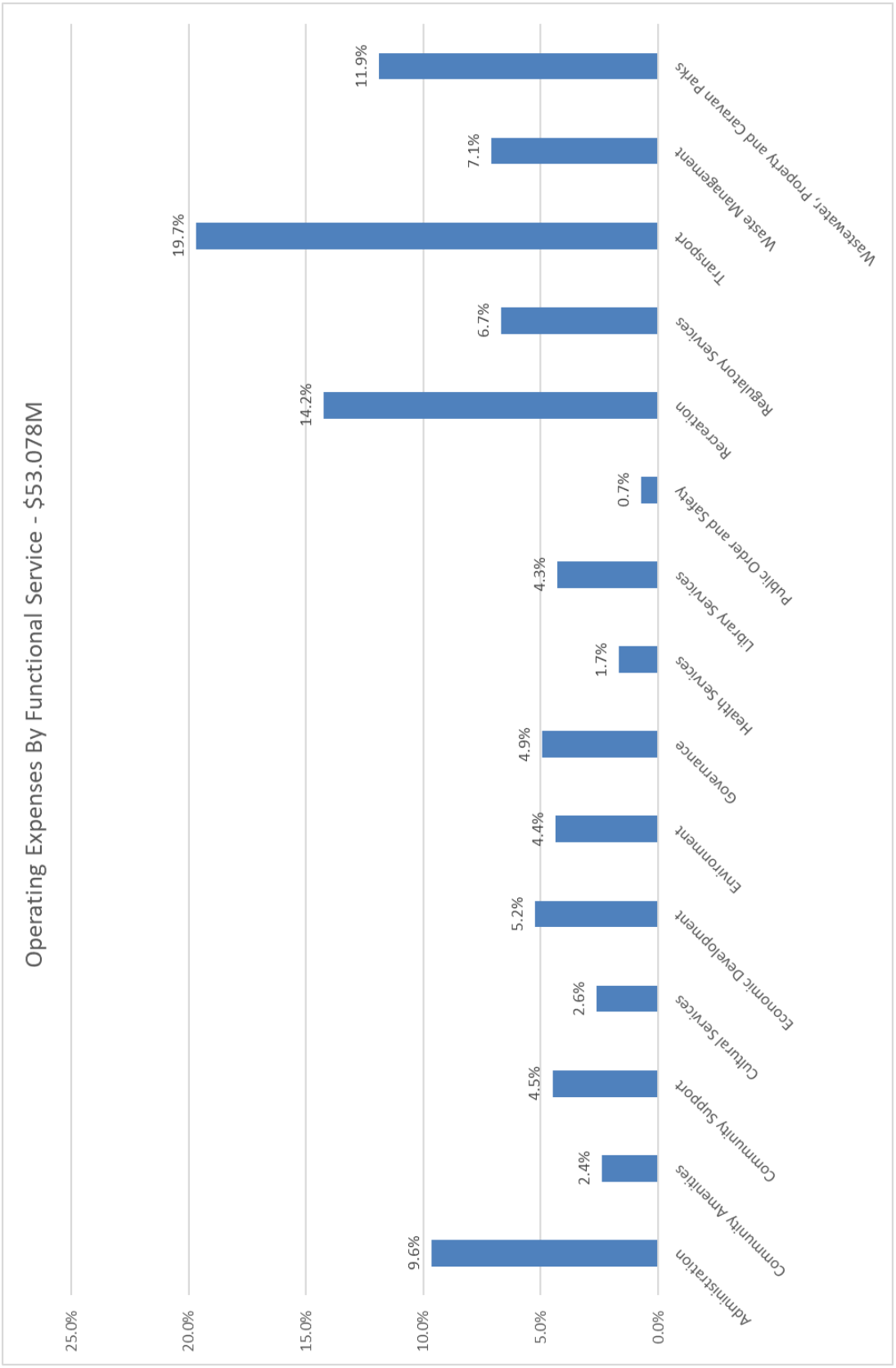
2025/26 OPERATING EXPENDITURE

In support of service provision for 2025/26

The following graph shows operating expenditure for the 2025/26 year by the following functions in support of the provision of the services outlined. Full cost attribution has been applied to the budget, this is an allocation of internal services to external services and does not affect the overall net result.

FUNCTIONS

Administration (includes interest payable on loans), Business Undertakings, Community Amenities, Community Support, Cultural Services, Economic Development, Governance, Environment, Health Services, Library Services, Public Order and Safety, Recreation, Regulatory Services, Transport, Waste Management


Operating Expenses By Functional Service - $53.078M
11.9%
7.1%
19.7%
6.7%
14.2%
0.7%
4.3%
1.7%
4.9%
4.4%
5.2%
2.6%
4.5%
2.4%
9.6%
Wastewater, Property and Caravan Parks
Waste Management
Transport
Regulatory Services
Recreation
Public Order and Safety
Library Services
Health Services
Governance
Environment
Economic Development
Cultural Services
Community Support
Community Amenities
Administration
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%

2025/26 CAPITAL INVESTMENT

In support of service provision for 2025/26

Capital Program 2025/26	
Description	**2025/26 Budget**
(Items noted as 'Carried Forward' are items transferred from 2024-2025 Budget)	
Development and Community Services	**98,487**
Library books	98,487
Infrastructure and Environmental Services	**24,874,469**
Building Renewal	**775,123**
Mount Pleasant Hall - Salt damp treatment& repairs	18,000
Old Union Chapel - Flooring replacement	42,000
Tanunda CWA Hall - Replacement of rear doors & window frames	12,000
The Rex - Carpet replacement & floor repairs	65,000
The REX - Balance Tank Lid Repairs	28,000
Moculta Recreation Park - Door replacement	9,000
Angaston Show Hall - Roof replacement	75,000
Public Toilet Renewal Program – includes carried forward funding from 2024-2025	245,001
Williamstown Pool - Chemical Controller replacement	30,000
Office / Depot renewals – includes carried forward funding from 2024-2025	60,000
Volunteer Centre – Barossa Bushgardens - carried forward from 2024-2025	13,442
New Public Toilet Tanunda Park - carried forward funding from 2024-2025	63,000
Kegal Club – Clubrooms Rebuild - carried forward funding from 2024-2025	114,680
Footpath Renewal and New	**625,000**
Allen Street Angaston Bitumen - Spray Seal	20,000
Eliza Street Williamstown Bitumen - Spray Seal	30,000
Park Street Angaston Bitumen - Spray Seal	50,000
Kegel Club Tanunda Bitumen - Spray Seal	10,000
Barossa Valley Way Lyndoch Paved; Pavers	40,000
Kindler Avenue Bridge Nuriootpa Bitumen - Spray Seal	20,000
Peppertree Grove Estate Stockwell Paved; Pavers	30,000
Queen Street Williamstown Paved; Pavers	30,000
Murray Street Angaston Paved; Pavers	20,000
Noske Street Lyndoch Bitumen - Spray Seal	15,000
Evans Street Angaston Bitumen - Spray Seal	30,000
Radford Road Angaston Bitumen - Spray Seal	20,000

Valley Road Angaston Bitumen - Spray Seal	60,000
Jubliee Ave Angaston Bitumen - Spray Seal	25,000
Gramp Ave Angaston Bitumen - Spray Seal	25,000
Park Road Angaston Bitumen - Spray Seal	30,000
Evans Street Angaston Bitumen - Spray Seal	20,000
Birdwood to Mt Pleasant Cycle and Walking Link (rubble track)	100,000
Provision for treatments around Nuriootpa High School to be agreed with the State	50,000
The Big Project, Recreation, Sport and Open Spaces	**17,028,000**
Creative Industries Centre – includes carried forward funding from 2024-2025	15,600,000
Barossa Park - carried forward funding from 2024-2025	548,000
Angaston and Nurioopta Oval Lighting Upgrade (subject to successful grant application)	880,000
Motor Vehicles, Plant and Equipment	**1,425,816**
General Inspector, Office, and Other Vehicles - includes carried forward from 2024-2025	498,958
Community Transport Vehicles	68,800
Community Transport 18 Seater Bus	300,000
Minor Plant – Depots - includes carried forward from 2024-2025	93,058
New Dual Cab Truck for Open spaces	125,000
New Skidsteer with attachments	280,000
New Trailer for Skidsteer	60,000
Playgrounds and Other Recreation	**624,890**
Playgrounds New and Upgrade	77,500
Playground Equipment Renewal	30,000
Playground Replacement – Eden Valley - carried forward from 2024-2025	60,000
Playground Replacement – Springton - carried forward from 2024-2025	141,015
The Rex Swimming Pool Heating and Upgrades - carried forward funding from 2024-2025	316,375
Road Resheeting	**1,801,233**
Allendale Kalbeeba	174,380
Drogumueller Springton	104,812
L Staricks Springton	149,600
Cromer Cromer	245,837
High Eden Springton	34,521
High Eden Springton	208,817
Suger Loaf Hill Mount McKenzie	8,502
Sieboths Flaxman Valley	150,793
Heggies Range Flaxman Valley	50,662
Berryfield Lyndoch	108,472
Gruenberg Moculta	170,447
Woodlands Williamstown	74,741

Hamiltons Road Springton	118,527
Blackwood Road Cromer – carried forward funding from 2024-2025	106,631
Craneford Road Eden Valley – carried forward funding from 2024-2025	94,491
Road Resealing	**1,105,961**
Krondorf Road Tanunda	284,915
Grocke Road Tanunda	20,987
Nitschke Road Tanunda	19,572
Lily Farm Road Krondorf	23,512
Barossa Court Lyndoch	122,640
Gordon Street Lyndoch	37,796
Margaret Street Lyndoch	107,829
Baird Street Nuriootpa	114,118
Siegersdorf Road Tanunda	78,973
Light Pass Road Tanunda	131,288
Rifle Range Road Bethany	25,725
Hermann Thumm Drive Lyndoch	132,619
Unallocated	5,987
Road Construction / Reconstruction / Other	**1,750,000**
Keyneton Road Keyneton – year 3 of 3 – from gravel to two coast sealed surface – includes carried forward funding from 2024-2025	750,000
Yetti Road – Stormwater, Road and Footpath – Year 1 of 2 (depending on Special Local Roads Grant Funding application outcome)	1,000,000
Kerbing Section Upgrades	**241,000**
Gramp Ave Angaston – includes carried forward funding from 2024-2025	20,000
Murray Street Angaston – includes carried forward funding from 2024-2025	18,000
Magnolia Street Tanunda – includes carried forward funding from 2024-2025	25,000
Melrose Street Mount Pleasant – includes carried forward funding from 2024-2025	52,000
Murray Street Tanunda – includes carried forward funding from 2024-2025	51,000
Gilbert Street Lyndoch – includes carried forward funding from 2024-2025	69,000
Kleinig Street Lyndoch – includes carried forward funding from 2024-2025	6,000
Stormwater	**539,888**
Stormwater Inlet Capacity Upgrade, Langmeil Road / Basedow Creek, Tanunda	75,000
Stormwater Culvert Crossing - Trial Hill Road, Pewsey Vale	65,000
Stormwater Culvert Crossing - Pimpala Road, Cockatoo Valley	120,000
Stormwater kerbing and SEP - 145 Murray Street, Nuriootpa	17,120
Williamstown Ped Footbridge - Williamstown	35,000
Calton Road to Hameister Court Drainage, Kalbeeba - carried forward from 2024-2025	227,768
Bridges	**296,018**
Glen Gillian Bridge, Williamstown - Repair	60,000

Springton Road Bridge (Portuguese Bridge), Mount Crawford - Repair	90,000
Robin Bridge Nuriootpa, Repair gabion rock system	100,000
Moss Smith Road Bridge Design	28,112
Unallocated Contingency	17,906
Streetscaping	**91,500**
Streetscaping – unallocated	91,500
Community Wastewater Management System (CWMS)	**3,490,804**
Gravity Mains Asset Management	60,000
Network Pump Station	400,000
Rising mains and Infrastructure	178,032
Nuriootpa Wastewater Treatment Plant – includes carried forward from 2024-2025	1,450,969
Springton Wastewater Treatment Plant – includes carried forward from 2024-2025	251,850
Stockwell Wastewater Treatment Plant Reuse Lagoon 2	240,000
Williamstown Lagoons – carried forward from 2024-2025	55,000
Gooden Drive Pump Station and Rising Main Extension – carried forward from 2024-2025	543,783
Nuriootpa Site 2 – Reuse – Pump Station – carried forward from 2024-2025	83,480
Tanunda Gravity Mains Renewal – carried forward from 2024-2025	60,000
Tanunda Lagoon & Infrastructure Aerator Reconditioning – carried forward from 2024-2025	65,840
Water Reuse Infrastructure – carried forward from 2024-2025	39,850
Operation Emergency IP and Manhole Repairs/Replacement	30,000
Operation Emergency Drain Repairs	20,000
Operation Construction of New IP due to planning errors	12,000
Other	**17,037**
Signage Trak System – carried forward from 2024-25	17,037
Project Management Costs for Capital Projects	**718,464**
Project Management Costs	718,464
Corporate Services, Strategy and Innovation	**1,358,570**
Telecommunications and Mobile Refresh (Carried over from 2024-2025)	200,225
TechnologyOne Upgrades (Carried over from 2024-2025)	50,705
Hardware Refresh – Purchase Current Contract Out	279,000
Hardware Refresh - carried forward from 2024-2025	350,000
Asset Management System Hardware Purchases - carried forward funding from 2024-2025	16,139
Defibrillator (approximately 20 required to meet new legislative requirements)	60,000
Core System Replacement Year 1 of 3	363,177
Core System Replacement Project Management Costs	39,325
Nuriootpa Centennial Park Authority	**1,265,733**
Camp Kitchen – carried forward from 2024-2025	170,000
Contribution to Lighting Upgrades – carried forward from 2024-2025	175,733

Nuriootpa Netball and Tennis Court Reconstruction (subject to grant funding)	920,000
Grand total	**33,253,524**

Disclaimer: Capital items are a target program and subject to variation, alterations and additions to this list may occur throughout the year. Items noted as 'Carried Forward' are items transferred from the 2024/25 budget.

2025/26 GRANTS, CONTRIBUTIONS AND ASSET SALES

Grants, Contributions and Asset Sales 2025/26	
Description	**2025/26 Budget**
Creative Industries Centre – Growing Regions Fund Program and State Open Spaces Fund	3,480,500
Angaston and Nurioopta Lighting Upgrades – Grants, Contributions from Clubs and NCPA (pending grant decision outcome)	882,000
Yetti Road Construction – Year 1 of 2 – Special Local Road Grant (pending grant decision outcome)	660,000
Nurioopta Netball and Tennis Courts Reconstruction – State Grant, Contributions from Clubs (pending grant decision outcome)	600,000
Disposal Revenue from Computer Hardware	125,000
Vehicle and Equipment Trade-in Sales - Motor Vehicles and Plant	219,400
CWMS Contributions	50,000
Grand total	**6,016,900**

2024/25 OPERATING BUDGET

Council is budgeting expenditure of $72.819m in 2025/26 on the delivery of services, programs, maintenance of assets (not including depreciation), replacement, new and upgraded assets and loan servicing. Estimated full cost attribution has been estimated in this plan. It is budgeting to receive $6.017m in additional grants and contributions for capital programs and sale of assets the net investment for Council therefore being $66.802m.

OPERATING REVENUE

The 2025/26 Budget provides for operating revenue increase from the 2024/25 third quarter Budget Update of $50.786m to $52.900m. Recurrent revenue streams of Council are:

$m	%	Type	Description
42.019	79.43%	General Rates and Service Charges	General rates on properties as well as service rates (i.e. sewerage and refuse/recycling rates).
4.178	7.90%	User Pay Charges set by Council	Charges for the Council's fee based facilities and services such as caravan parks, swimming pools, community halls, cemeteries and refuse dump fees.
4.853	9.17%	Grants and Subsidies	Council seeks to attract as much grant funding from other tiers of government as possible, thereby reducing the reliance on other revenue streams.
0.943	1.78%	Investment, Reimbursements and Other Income	Interest received on Council's internal cash reserves and deposits, Reimbursements for work undertaken and Other Income.
0.907	1.72%	Statutory Charges	Fees and charges set by State Government regulation and received by the Council for regulatory functions undertaken such as assessment of development and building applications, and dog control management.
52.900	**100%**	**Total**	

OPERATING EXPENDITURE

The 2025/26 Budget provides for operating expenditure to increase from the 2024/25 third quarter Budget Update of $51.676m to $53.078m. Estimated full cost attribution has been applied - this is an allocation of internal services to external services and does not affect the overall net result. Recurrent expenditures incurred by Council are:

$m	%	Type	Description
20.211	38.08%	Employee Costs	All labour related expenses such as wages and salaries, and on-costs such as allowances, leave entitlements and employer superannuation.
19.354	36.46%	Contractual Services, Materials and Other Expenses	Payments for external provision of services. Payments for physical goods such as water, fuel, energy, road materials, office consumables and administrative costs. Includes expenses not separately classified above such as insurances, postage, telephone, government levies, contributions and donations.
11.615	21.88%	Depreciation and Amortisation Charges	Annual consumption of Council's fixed assets (e.g. infrastructure, equipment, buildings, etc) over their useful lives and other assets such as computer systems.
1.898	3.58%	Finance Costs	Costs of financing Council's activities through borrowings.
53.078	**100%**	**Total**	

Council plans to raise a net sum of $34.264m from general rates in 2025/26 (which includes growth of 2.11% in revenue growth from an increase of 1.51% in rateable properties, fines, interest, and rebates), this excludes service charges and the State Government Landscape Board levy.

Council recognises that ratepayers would like increases to their rates to be as low as possible, however it is necessary to ensure that current services are properly funded and can continue to be delivered without significantly impacting standards or passing on a financial burden to future ratepayers or cutting services utilised by the community. Current assets and infrastructure owned by Council deteriorate over time through wear and tear and must be replaced or renewed at appropriate intervals in order to prolong their lives and continue to deliver services to the community.

The increase in rate revenue will provide the necessary funding to meet the programmed upgrade, renewal and replacement plans and growth investments in place as outlined in the Long-Term Infrastructure and Asset Management Plan, ensuring that existing services to the community will be maintained.

The indexation applied to general rate revenue is 3.54% plus 2.11% in additional revenue from new properties. Our number of property assessments has grown by 1.51%, this is above the target rate of 1.00%.

Council is aware of the impact on ratepayers and is committed to providing and developing options to ease the rate burden through increasing its own efficiency and by providing those under hardship with appropriate alternatives to suit their circumstances.

RATING POLICY

Section 147 of the *Local Government Act 1999* provides Council with the power to rate all land within The Barossa Council, except for land specifically exempted, such as Crown land and land occupied by Council.

Council is mindful of its responsibility to continually review its rating policy to ensure it is fair and equitable on its residents. The current Rating Policy is available for inspection at all Council branches and can be downloaded from Council's website at barossa.sa.gov.au.

LAND VALUATION METHOD

Council uses the capital value determined by the Office of the Valuer General as the basis for valuing land and calculating rates.

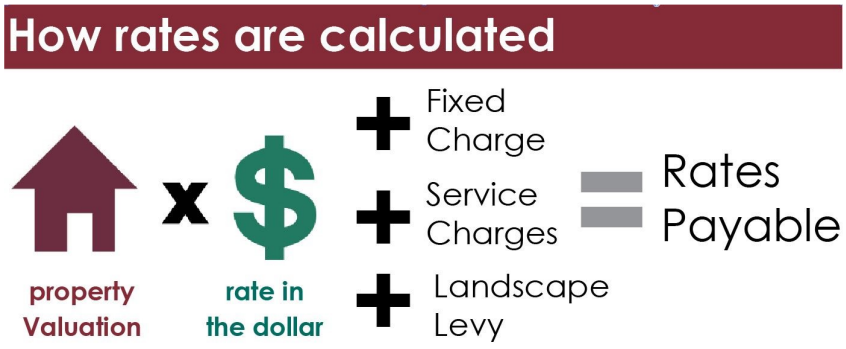
Council considers that this method provides the fairest method of distributing the rate burden across all ratepayers on the following basis:

The equity principle of taxation requires that ratepayers of similar wealth pay similar taxes and ratepayers of greater wealth pay more taxes than ratepayers of lesser wealth.

Property value is a relatively good indicator of market value of a property, providing the fairest method of calculating rates.

The total rateable property valuations provided by the Office of the Valuer General as at 7 June 2025 was $9,163,883,480, an increase of 11.4% and $940.321M over last year. The table includes valuation movements within Local Government Categories, eg. vacant land to residential for house builds.

Local Govt. Category	Total Valuation Movement
Residential	15.6%
Commercial	-1.2%
Industry – Light	-2.1%
Industry – Other	-0.7%
Primary Production	4.7%
Vacant Land	33.3%
Other	0.6%



DIFFERENTIAL RATES

Council applies differential general rates based on the land use of the property, as outlined in the Local Government Category and Land Use tables which are on page 32.

FIXED CHARGE

As part of the general rates, Council applies a fixed charge component so that all rateable properties make a fixed contribution towards the cost of administering Council's activities. The fixed charge has increased from $438 to $458 per assessment.

STATE GOVERNMENT LEVIES

Council collects a regional Landscape Levy on behalf of the Northern and Yorke Landscape Board on all rateable properties. In this capacity, Council is operating as a revenue collector for the State Government and does not retain the revenue or determine how it is spent. Further information is available from the Board. The Board has increased the amount payable by 3.5%, however through distribution of the levy Council contributions has reduced by a net amount of 2.5% reducing the average levy by $2.55 or 4.02% per rateable property.

MANDATORY REBATES

Council is required under the *Local Government Act 1999* to rebate rates payable on some land. Specific provisions are made for land used for specific purposes, e.g. health services, public cemeteries and educational institutions and is estimated at $598,562 for the financial year.

SERVICE RATES & CHARGES

Council provides various prescribed services pursuant to Section 155 of the Local Government Act 1999 which includes community wastewater management systems, refuse collection and kerbside recycling service.

The cost of these services, including a component for future capital works where appropriate, is recovered from those ratepayers utilising the service. Council is budgeting to recover:

1. $3.561m for the service rates and charge for providing community wastewater management systems.
2. $3.349m for the service charges for providing refuse, recycling and green waste services.

DISCRETIONARY REBATES

Discretionary rebates may be applied by Council on land used for community purposes under Section 166 of the Act and is estimated at $175,725 for the financial year.

GENERAL RATE CAPPING – RESIDENTIAL AND PRIMARY PRODUCTION

Council offers a rebate of general rates (excluding the fixed charge) on the principal place of residence of a principal ratepayer where the increase in general rates levied upon a property exceeds the 2024/25 general rates levied by more than:

- 7.5% for ratepayers on fixed government incomes;
- 15% for other ratepayers

Rate rebate, remission, relief and capping application forms with other eligibility criteria are available on-line on Council's website barossa.sa.gov.au, from Council's Principal Office or any branch office.

CONCESSIONS AND POSTPONEMENT

In order to support ratepayers who are in receipt of fixed incomes, there are concessions are available for eligible pensioners. The 'Cost of Living Concession Payment' is paid *directly to eligible concession holders by the State Government* and the concession for Community Wastewater Management System (CWMS), which will also be paid directly by the State Government. The Department of Human Services administer all State concessions and Council has no part in approving or providing these concessions. In accordance with the *Local Government Act 1999*, persons who hold a Seniors Card may apply to postpone payment for any amount in excess of $500 ($125 per quarter) for their principal place of residence.

Council encourages ratepayers who are experiencing difficulties in paying rates to contact Council to discuss support that may be available to alleviate any financial hardship. Council treats such enquiries confidentially.

PAYING RATES

Council provides for quarterly payment of rates in September, December, March and June each year. Payments can be made via Council's website (barossa.sa.gov.au), B-Pay, Australia Post Billpay, by mail, allocated EFT payment or by cash/cheque/EFTPOS over the counter at the Nuriootpa or branch offices. If you would like to discuss alternative payment arrangements, please contact the Council.

SERVICE CHARGES

The adopted LTFP included an increase for Waste and CWMS service charges to ensure cost recovery and the service charge increase is rounded to the nearest dollar.

CWMS SERVICES

The Residential CWMS Service charge will increase from last year at $396.50 to $405.60. The Non-Residential CWMS service rate for each of the townships increases from $0.000932 per dollar of the property valuation to $0.000975. An annual charge for vacant allotments has been increased from $125 to $129 for all other vacant allotments where a CWMS connection fee has been paid but no wastewater is being discharged. Total capital expenditure for CWMS is estimated at $1.045m not including carried over projects from the 2024-25 financial year.

WASTE SERVICES

Overall, the refuse, recycling and green organics collection service charge has been increased from last year at $275.50 to $284.30 per annum. The 140L Refuse Bin has increased from last year at $133 to $137.20. Recycling has increased from last year at $70.50 to $72.70 and Green Organics increased from $72 to $74.40. The refuse collection service rate for 240L bins, available to commercial premises to upsize to 240L, has increased from last year at $174 to $178. The service charges are based on cost increases for collection and disposal.

IMPACT ON RATEPAYERS

The Annual Business Plan and Budget for 2025/26 for general rate revenue excluding growth of 3.54%. Growth from new assessments in value of rate revenue is 2.11% with the additional properties growing by 1.51%, above the 1.0% growth target.

The average change per rateable property for general rates across all categories of land use is $100.55 per annum or $1.93 per week.

Depending on the other services received by ratepayer's service charges will differ. In summary the following table provides the impact of service changes or service rates.

Typical Service Mixes	**Ave Annual Amount**	**Ave Weekly Amount**
Residential / Rural Living – receiving full waste and CWMS services	$15.65	$0.30
Residential / Rural Living Vacant Land – no waste service but access to CWMS available	$1.45	$0.03
Commercial – receiving full waste and CWMS services	$33.86	$0.65
Industry – receiving full waste and CWMS services	$15.65	$0.30
Industry – receiving full waste service and no CWMS service	$6.25	$0.12
Rural – receiving full waste service and no CWMS service	$6.25	$0.12
Rural – receiving putrescible and recycle waste and no CWMS	$3.85	$0.07

For more information on the rate revenue increases please refer to the LTFP section in this document.

The information on the following pages incorporates the overall rating and its impact using average valuations; rate changes for individual assessments will vary from these amounts.

Further information is provided in the following tables.

Statement on Expected Rate Revenue

Please note: These figures represent a considered estimate of Expected Rate Revenue based on the most current information available at the time of going out to consultation on the DRAFT Annual Business Plan and Budget (ABP&B). This information is updated regularly and therefore these figures may be subject to confirmation at the time of actual adoption of the ABP&B.

Expected Rates Revenue

	2024/25 (as adopted)	2025/26 (estimated)		Change	Comments
General Rates Revenue					
General Rates (existing properties)	$32,996,287	$34,165,745	*(a)*	3.54%	
General Rates (new properties)		$696,755	*(b)*	2.11%	
General Rates (GROSS)	**$32,996,287**	**$34,862,500**	*(c)*		
Less: Mandatory Rebates	($574,290)	($598,562)	*(d)*		
General Rates (NET)	**$32,421,996**	**$34,263,938**	*(e)*	**5.68%**	
	(e)=(c)+(d)				
Other Rates (inc. service charges)					
Regional Landscape Levy	$851,306	$828,505	*(f)*		The Regional Landscape Levy is a State tax, it is **not retained** by council.
Waste collection	$3,144,324	$3,348,755	*(g)*		Increased costs of contract and disposal and general operations.
CWMS	$3,442,556	$3,560,699	*(h)*		Increased costs of general costs and general operations
	$39,860,183	$42,001,897			
Less: Discretionary Rebates	($153,070)	($175,725)	*(i)*		
Expected Total Rates Revenue	**$39,707,113**	**$41,826,172**	*(j)*	**5.34%**	
	(m)=(e)+(g)+(h)+(i)				

Estimated growth in number of rateable properties

Number of rateable properties	**13,418**	**13,620**	*(k)*	**1.51%**
	Actual	*Estimate*		

'Growth' is defined in the regulations as where new properties have been created which has added rateable properties to council's ratepayer base. Growth can also increase the need and expenditure related to infrastructure, services and programs which support these properties and residents.

Estimated average General Rates per rateable property

Average per rateable property	**$2,459**	**$2,560**	*(l)*	**4.09%**

Estimated average rates and service charges for resident receiving all services

Average per rateable property	**$3,013**	**$3,128**		**3.79%**

Councils use property valuations to calculate each rateable property's contribution to the required rate revenue total. Councils do not automatically receive more money because property values increase but this may alter how rates are apportioned (or divided) across each ratepayer (ie. some people may pay more or less rates, this is dependent on the change in value of their property relative to the overall valuation changes across the council area).
The total General Rates paid by all rateable properties will equal the amount adopted in the budget.

Notes

(d) Councils are **required** under the Local Government Act to provide a rebate to qualifying properties under a number of categories:

Health Services - 100 per cent	Religious purposes - 100 per cent	Royal Zoological Society of SA - 100 per cent
Community Services - 75 per cent	Public Cemeteries - 100 per cent	Educational purposes - 75 per cent

The rates which are foregone via Mandatory Rebates are redistributed across the ratepayer base (ie. all other ratepayers are subsidising the rates contribution for those properties who receive the rebate).

(e) Presented as required by the *Local Government (Financial Management) Regulations 2011* reg 6(1)(ea)

Please Note: The percentage figure in *(e)* relates to the change in the total amount of General Rates revenue to be collected from all rateable properties, not from individual rateable properties (ie. individual rates will not necessarily change by this figure).

(f) Councils are required under the *Landscape South Australia Act 2019* to collect the levy on all rateable properties on behalf of the State Government. The levy helps to fund the operations of regional landscape boards who have responsibility for the management of the State's natural resources.

(h) Community Wastewater Management Systems

(i) A council **may** grant a rebate of rates or service charges in a number of circumstances. The rates which are foregone via Discretionary Rebates are redistributed across the ratepayer base (ie. all other ratepayers are subsidising the rates contribution for those properties who receive the rebate).

(j) Expected Total Rates Revenue excludes other charges such as penalties for late payment and legal and other costs recovered.

(k) 'Growth' as defined in the *Local Government (Financial Management) Regulations 2011* reg 6(2)

Statement on Expected Rate Revenue

Please note: These figures represent a considered estimate of Expected Rate Revenue based on the most current information available at the time of going out to consultation on the DRAFT Annual Business Plan and Budget (ABP&B). This information is updated regularly and therefore these figures may be subject to confirmation at the time of actual adoption of the ABP&B.

Expected Rates Revenue (excluding fixed charge)

	Total expected revenue			No. of rateable properties		Average per rateable property				Cents in the $
	2024/25	**2025/26**	**Change**	2024/25	**2025/26**	2024/25	**2025/26**		**Change**	**2025/26**
Land Use (General Rates - GROSS)										
Residential	$14,409,914	**$15,320,773**	**6.3%**	9868	**9930**	$1,460	$1,543	*(p)*	**$83**	**0.0025402**
Commercial - Shop	$766,240	**$798,933**	**4.3%**	256	**253**	$2,993	$3,158	*(p)*	**$165**	**0.0045230**
Commercial - Office	$162,625	**$171,187**	**5.3%**	72	**73**	$2,259	$2,345	*(p)*	**$86**	**0.0045230**
Commercial - Other	$1,413,473	**$1,441,964**	**2.0%**	354	**353**	$3,993	$4,085	*(p)*	**$92**	**0.0045230**
Industry - Light	$114,386	**$118,094**	**3.2%**	48	**47**	$2,383	$2,513	*(p)*	**$130**	**0.0046910**
Industry - Other	$4,229,670	**$4,453,429**	**5.3%**	91	**91**	$46,480	$48,939	*(p)*	**$2,459**	**0.0157470**
Primary Production	$5,137,145	**$5,108,112**	**-0.6%**	2157	**2163**	$2,382	$2,362	*(p)*	**-$20**	**0.0025159**
Vacant Land	$719,259	**$1,012,102**	**40.7%**	432	**569**	$1,665	$1,779	*(p)*	**$114**	**0.0059000**
Other	$391,184	**$414,746**	**6.0%**	140	**141**	$2,794	$2,941	*(p)*	**$147**	**0.0046390**
Total Land Use	**$27,343,897**	**$28,839,342**	**5.5%**	**13,418**	**13,620**	**$2,038**	**$2,117**	*(p)*	**$80**	

The above information is general rates only for each Land Use. Note: a rate notice also includes the fixed charge, Landscape Levy and where relevant service charges. Service charges include Waste Services for Refuse, Recycling and Green Organics and Community Wastewater Management Systems (CWMS).

Fixed Charge

	Total expected revenue			Charge			
	2024/25	**2025/26**	**Change**	2024/25	**2025/26**		**Change**
Fixed Charge	$5,652,390	**$6,023,158**	**6.6%**	$438	**$458**	*(q)*	**$20.00**

This revenue amount is **included** in the General Rates GROSS figure at (c) *and includes $101,000 of growth from new properties.*

Adopted valuation method

Capital Value/Annual Value

Council has the option of adopting one of three valuation methodologies to assess the properties in its area for rating purposes:
Capital Value – the value of the land and all improvements on the land; or
Annual Value – a valuation of the rental potential of the property.

Council uses the capital value determined by the State Valuation Office as the basis for valuing land and calculating rates. Council considers that this method provides the fairest method of distributing the rate burden across all ratepayers on the following basis:
• The equity principle of taxation requires that ratepayers of similar wealth pay similar taxes and ratepayers of greater wealth pay more taxes than ratepayers of lesser wealth;
• Property value is a relatively good indicator of market value of a property, providing the fairest method of calculating rates.

Notes

(p) Average per rateable property calculated as General Rates for category, including any fixed charge or minimum rate (if applicable) but excluding any separate rates, *divided* by number of rateable properties within that category in the relevant financial year.

(q) A fixed charge can be levied against the whole of an allotment (including land under a separate lease or licence) and only one fixed charge can be levied against two or more pieces of adjoining land (whether intercepted by a road or not) if they are owned by the same owner and occupied by the same occupier. Also if two or more pieces of rateable land within the area of the council constitute a single farm enterprise, only one fixed charge may be imposed against the whole of the land.

PERFORMANCE MEASURES

Measuring and monitoring performance is important to ensure our objectives are achieved and services are delivered to our community. Council monitors financial performance through its **Business Planning Framework** (refer also to the section on "Strategic Directions"). This includes:

Monthly Financial Reports which regularly track Council finances;

Quarterly Budget Reviews which outline financial performance against the Annual Business Plan and Budget;

Audited Financial Statements which are included in the Annual Report as required under the *Local Government Act 1999*;

The Annual Report which describes the performance of Council on objectives set in the Annual Business Plan and Budget;

Council's Community Plan 2024-2044 includes the long term objectives and strategies Council is striving to achieve. The Community and Corporate plans are used to form the Annual Business Plan and Budget.

To provide advice and recommendations on financial and governance matters, Council has appointed an Audit and Risk Committee which includes independent members with qualifications and experience in related disciplines.

KEY PERFORMANCE INDICATORS

Council has a number of financial Key Performance Indicators (KPI's) which measure the impact of the annual budget on Council's financial position. Each of these indicators, together with associated comments, is outlined below:

Indicator Legend:	Target Not Met	Target At Risk	Target Met

Forecast is the second Budget Update for the year, adopted by Council at the February meeting and material financial information received since that time has been included.

Individual years are shown within the Long Term Financial Plan section in this document from including a rolling 3 year period on selected KPIs.

Key Performance Indicator 1: Operating Result ($'000)

Council's target is to achieve an operating break-even position, or better, over any ten year period. The operating result for 2025/26 is forecast as a deficit of $177,546. The cumulative ten year period operating surplus is forecast at $12.975m surplus, for more information refer to LTFP section within this plan. The Federal Government paid $2.086m from the 2023/24 financial assistance grants early on 29 June 2023, therefore impacting the operating result for the 2023/24 financial year forecast; this indicator shows an adjusted underlying budget position.

Year	2022/23 Actual $'000	2023/24 Actual $'000	2024/25 Q3 Revised Budget $'000	2025/26 Budget $'000
Result	949	(1,139)	(891)	(178)
Underlying Result		Adjusted for early financial grant payments made in 2022/2023 947		
Status				
Underlying Status		Adjusted Indictor		

Key Performance Indicator 2 Operating Surplus/(Deficit) Ratio

Expresses the projected Operating Surplus/(Deficit) result as a percentage of Operating Revenue. Council has set a target too achieve an operating surplus ratio of between -2% to 10%. The forecast is ratio within the target range at -0.3%.

Year	2022/23 Actual	2023/24 Actual	2024/25 Q3 Revised Budget	2025/26 Budget
Result	2.1%	(2.5%)	(1.8)	(0.3)
Underlying Result		Adjusted for early financial grant payments made in 2022/2023 2.0%		
Status				
Underlying Status		Adjusted Indictor		

Key Performance Indicator 3-1: Net Financial Liabilities ($'000)

Council has set a target that Council's level of net financial liabilities is no greater than its annual operating revenue and not less than zero the target is met.

Year	2022/23 Actual $'000	2023/24 Actual	2024/25 Q3 Revised Budget $'000	2025/26 Budget $'000
Result	9,238	17,169	33.583	46,856
Status				

Key Performance Indicator 3-2: Net Financial Liabilities Ratio

Expresses the projected Net Financial Liabilities as a percentage of total operating revenue for each year. It is Council policy (and industry best practice) that this ratio shall not exceed 100%. Council has set the target that a Net financial liabilities ratio is greater than zero but less than 100% of total operating revenue the target is met.

Year	2022/23 Actual	2023/24 Actual	2024/25 Q3 Revised Budget	2025/26 Budget
Result	20%	37%	66.1%	88.6%
Status				

Key Performance Indicator 4: Asset Renewal Funding Ratio

Expresses the rate by which assets are wearing out and being replaced by comparing capital outlays on renewal/replacement to the Infrastructure Asset Management Plans. Council has set the following target: Capital outlays on renewing/replacing assets net of proceeds from sale of replaced assets is greater than 80% but less than 110% of Infrastructure Asset Management Plans. A substantial amount of 'Upgraded' asset work completed each year is partly renewing components of existing assets. The calculation to compile this ratio does not include any upgrade costs as it is not considered 'renewal/replacement'. This is then effectively understating the expenditure for asset replacement and the ratio is not then reflecting the true actual net asset renewals. It is expected the renewal spend information will be more accurate when the four year review of the IAMP's is undertaken and the improvement plans from that work provides these projections pa. The target is exceeded.

Year	2022/23 Actual	2023/24 Forecast	2024/25 Q3 Revised Budget	2025/26 Budget
Result	108%	123%	107.5%	136.4%
Status				

NON-FINANCIAL PERFORMANCE MEASURES

Council continues to review its Key Performance Indicators (KPIs) to improve the measurement of performance. This is part of Council's Community Plan, as well as continuous improvement initiatives related to Council's Business Planning Framework. Indicators measuring the performance of Council in relation to the Annual Business Plan are shown below.

They provide information with regards to Council's capacity to effectively deliver services to our community and the targets Council intends to meet. Council's performance against these indicators is then reported in the Annual Report each year.

Indicator	Description	Target
Our Community		
Library Visits	The number of library visits and participation within the Barossa Council Area	5 visits per capita
Mutual Liability Claims	Number of successful Mutual Liability Claims against Council	3 or less per annum
Customer Request Completion Rate	Number of completed customer requests	90%
Community Support Program - Transport	Number of outputs - one way trips	Minimum 4477
Community Support Program - Domestic Assistance	Number of outputs - hours	Minmum of 3058
Community Support Program - Home Maintenance and Repairs	Number of outputs - hours	Minimum 3509
Community Support Program - Sector Support and Development	Activity Work Plan	Completed
Community Support Program - Group Social Support	Number of outputs - hours	Minimum 5646
Community Support Program - Individial Social Support	Number of outputs - hours	Minmum of 260
Our Economcy		
Tourism Customer Satisfaction with Visitor Information Services	Average Customer Satisfaction Rating	4 or above
Visitor Information Centre Bookings	Annual Booking Revenue (Accommodation/Tours/Tickets)	100% of Budget
Events	At least three key regional, state or national events hosted annually	3 or above
Our Environment		
Waste Disposal Rate	Percentage of waste disposed to landfill	Less than 65%
Recycling Rate	Percentage of waste recycled	More than 35%
Our Places		
Development Performance	% of development applications determined within statutory timeframes	90%
Asset Spending Ratio	Ratio of asset expenditure on renewal, replacement and upgraded assets and maintenance on assets	Between 100% and 150% of Depreciation
Our Council		
LGA KPI Audit Action Plan	Percentage of KPI Audit Actions Complete	90%
LGA Risk Review	Percentage risk review conformance	90%
Operating delivery	Actual Operating Expenditure as a % of Budgeted Operating Expenditure	95%
Capital program delivery	Actual Capital Expenditure as a percentage of Budgeted Capital Expenditure	92%

TheBarossaCouncil
BUDGETED FINANCIAL STATEMENTS 2025/26

BUDGETED FINANCIAL STATEMENTS

The following pages contain Council's budgeted financial statements, **including the Nuriootpa Centennial Park Authority (NCPA),** in a format consistent with the requirements of Regulation 5B of *the Local Government (Financial Management) Regulations*, comprising for the year ending 30 June 2026:

- **Statement of Comprehensive Income**
- **Statement of Financial Position**
- **Statement of Changes in Equity**
- **Statement of Cash Flows**
- **Uniform Presentation of Finances**

STATEMENT OF COMPREHENSIVE INCOME

For the year ending 30 June 2026

	2024-25 Original Budget ($'000)	2024-25 Forecast* ($'000)	2025-26 Budget ($'000)
Income			
Rates	39,840	39,947	42,019
Statutory Charges	825	816	907
User Charges	3,991	4,095	4,178
Grants, Subsidies and Contributions	4,055	4,702	4,853
Investment Income	150	150	166
Reimbursements	74	209	155
Other Income	582	867	622
Net Gain – Joint Ventures and Associates	0	0	0
TOTAL REVENUES	49,517	50,786	52,900
Expenses			
Employee Costs	18,382	18,914	20,211
Materials, Contracts and Other Expenses	18,869	19,987	19,354
Depreciation, Amortisation and Impairment	10,816	11,136	11,615
Finance Costs	1,887	1,640	1,898
Net Loss – Joint Ventures and Associations	0	0	0
TOTAL EXPENSES	49,954	51,677	53,078
Operating Surplus / (Deficit)	(437)	(891)	(178)
Asset Disposal & Fair Value Adjustments	(878)	(567)	(915)
Amounts Received Specifically for New or Upgraded Assets	6,725	8,622	5,673
Physical Resources Received Free of Charge	2,211	2,243	2,400
Net Surplus / (Deficit)	7,621	9,407	6,980
Transferred to Equity Statement	0	0	0
Other Comprehensive Income	0	0	0
Changes in revaluation surplus - infrastructure, property, plant & equipment	0	0	0
Total Other Comprehensive Income	0	0	0
Total Comprehensive Income	7,621	9,407	6,980

* Forecast uses the third quarter revised budget and estimates for operating and capital expenditure to 30 June 2025 using the latest information available at 31 March 2025 including material financial information received since the draft budget was placed on public consultation.

STATEMENT OF FINANCIAL POSITION

For the year ending 30 June 2026

	2024-25 Original Budget ($'000)	2024-25 Forecast* ($'000)	2025-26 Budget ($'000)
Assets			
Current Assets			
Cash and Cash Equivalents	38	4,280	559
Trade and Other Receivables	2,966	3,249	3,237
Other Financial Assets	0	0	0
Inventories	245	125	125
Subtotal	3,249	7,654	3,921
Non-Current Assets Held for Sale	0	0	0
Total Current Assets	3,249	7,654	3,921
Non-current Assets			
Financial Assets	985	2,041	1,935
Equity Accounted Investments in Council Businesses	2,263	4,518	4,518
Infrastructure, Property, Plant and Equipment	474,818	470,328	501,518
Other Non-Current Assets	0	0	0
Total Non-current Assets	478,066	476,887	507,971
Total Assets	**481,315**	**484,541**	**511,892**
Liabilities			
Current Liabilities			
Trade and Other payables	5,077	5,382	5,382
Borrowings - Council	37,697	3,485	531
Borrowings - Community Organisations	0	294	306
Provisions	3,008	3,152	3,158
Total Current Liabilities	45,782	12,313	9,377
Non-Current Liabilities			
Borrowings	2,908	28,291	40,460
Borrowings - Community Organisations	0	1,824	2,024
Provisions	682	722	722
Total Non-current Liabilities	3,590	30,837	43,206
Total Liabilities	**49,372**	**43,150**	**52,583**
Net Assets	**431,943**	**441,391**	**459,309**
Equity			
Accumulated Surplus	114,758	148,881	159,130
Asset Revaluation Reserve	304,871	277,426	287,098
Other Reserves	12,314	15,084	13,081
Total Equity	**431,943**	**441,391**	**459,309**

* Forecast uses the third quarter revised budget and estimates for operating and capital expenditure to 30 June 2025 using the latest information available at 31 March 2025 including material financial information received since the draft budget was placed on public consultation.

STATEMENT OF CHANGES IN EQUITY

As at 30 June 2026

	Accumulated Surplus	Asset Revaluation Reserve	Other Reserves	Total Equity
	($'000)	($'000)	($'000)	($'000)
Budgeted balance at end of previous reporting period 30 June 2025	148,881	277,426	15,084	441,391
Restated opening balance	150,147	292,632	15,084	457,863
Net Surplus / (Deficit) for year	(178)			(178)
Other Comprehensive Income	7,158	0	0	7,158
Gain on revaluation of infrastructure, property, plant	0	(5,534)	0	(5,534)
Transfer to accumulated surplus on sale of infrastructure, property, plant and equipment	0	0	0	0
Transfer between reserves	2,003	0	(2,003)	0
Balance at the End of Period	159,130	287,098	13,081	459,309

STATEMENT OF CASH FLOWS

As at 30 June 2026

	2024-25 Original Budget ($'000)	2024-25 Forecast* ($'000)	2025-26 Budget ($'000)
Cash Flows from Operating Activities			
Receipts			
Operating Receipts	49,367	50,635	52,734
Investment Receipts	150	150	166
Payments			
Operating payments to Suppliers and Employees	(37,244)	(39,020)	(39,556)
LandFill rehabilitation expense	0	0	0
Finance Payments	(1,888)	(1,103)	(1,813)
Net Cash Provided by (or Used in) Operating Activities	10,385	10,662	11,531
Cash Flows from Investing Activities			
Receipts			
Amounts Specifically for New or Upgraded Assets	6,725	8,622	5,673
Sale of Replaced Assets	368	523	344
Repayments of Loans by Community Groups	115	218	118
Payments			
Expenditure on Renewal / Replacement of Assets	(11,202)	(7,770)	(13,623)
Expenditure on New / Upgraded Assets	(29,484)	(28,453)	(16,970)
Loans made to Community Groups	0	(1,035)	0
Net Cash Provided by (or Used in) Investing Activities	(33,478)	(27,895)	(24,458)
Cash Flows from Financing Activities			
Receipts			
Loans Received	26,600	21,000	10,000
Proceeds from Loans made to Community Groups	0	1,035	0
Lease	0	0	0
Proceeds from Bonds and Deposits	0	0	0
Proceeds from Internal Borrowings	0	0	0
Payments			
Repayments of Borrowings	(3,638)	(3,643)	(787)
Repayment Lease Liabilities	(14)	(14)	(7)
Repayment of Bonds and Deposits	0	0	0
Repayment of Internal Borrowings	0	0	0
Net Cash Provided by (or Used in) Financing Activities	22,948	18,378	9,206
Net Increase / (Decrease) in Cash Held	(145)	1,145	(3,721)
Cash and Cash Equivalents at Beginning of Period	183	3,135	4,280
Cash and Cash Equivalents at End of Period	38	4,280	559

* Forecast uses the third quarter revised budget and estimates for operating and capital expenditure to 30 June 2025 using the latest information available at 31 March 2025 including material financial information received since the draft budget was placed on public consultation.

UNIFORM PRESENTATION OF FINANCES

For the year ending 30 June 2026

The following is a high-level summary of both operating and capital investment activities of the Council prepared in a uniform and consistent basis.

All Councils in South Australia voluntarily have agreed to summarise annual budgets and long term financial plans on the same basis.

The arrangement ensures that all Councils provide a common 'core' of financial information, which enables meaningful comparisons of each Council's finances.

	2024-25 Original Budget ($'000)	2024-25 Forecast* ($'000)	2025-26 Budget ($'000)
Income	49,517	50,786	52,900
Less Expenses	(49,954)	(51,677)	(53,078)
Operating Surplus / (Deficit)	(437)	(891)	(178)
Less Net Outlays on Existing Assets			
Capital Expenditure on Renewal and Replacement of Existing Assets	(11,202)	(7,770)	(13,623)
Less Depreciation, Amortisation and Impairment	10,816	11,136	11,615
Less Proceeds from Sale of Replaced Assets	368	523	344
	(18)	3,889	(1,664)
Less Net Outlays on New and Upgraded Assets			
Capital Expenditure on New and Upgraded Assets	(29,484)	(28,453)	(16,970)
Less Amounts Received Specifically for New and Upgraded Assets	6,725	8,622	5,673
Less Proceeds from Sale of Surplus Assets	0	0	0
	(22,759)	(19,831)	(11,297)
Net Lending / (Borrowing) for Financial Year	(23,214)	(16,833)	(13,139)

* Forecast uses the third quarter revised budget and estimates for operating and capital expenditure to 30 June 2025 using the latest information available at 31 March 2025 including material financial information received since the draft budget was placed on public consultation.

TheBarossaCouncil
GUYS
YAKABI
ANNE FRANK
LONG TERM FINANCIAL PLAN
2025/26 to 2034/35

ASSUMPTIONS AND FINANCIAL INDICATORS

Under the *Local Government Act 1999*, Councils are required to have a **Long Term Financial Plan (LTFP)** (for a minimum period of 10 years). This Long Term Financial Plan (LTFP) has been declared by The Barossa Council as a Strategic Management Plan pursuant to Section 122(8) of the *Local Government Act 1999*. This document subsequently reflects an annual review of Council's Long Term Financial Plan and acts as a starting reference point in the formulation of Council's Annual Business Plan and Budget 2025/26.

The Long Term Financial Plan is designed as a 'high-level' document that summarises the future planning of Council's financial operations – particularly in relation to key components such as rate movements, service levels to our community, major infrastructure asset replacement/renewal, loan indebtedness and internal cash reserves.

On this basis and given the 'high-level' nature of the document, the Plan has been developed based on a number of key assumptions previously discussed and endorsed by Council. Further, Council has also previously endorsed a number of strategic financial policies which have also driven the formulation of the Plan.

Section 122 of the *Local Government Act 1999* also prescribes that Councils must have a Long Term Infrastructure and Asset Management Plan to guide the future replacement, renewal and maintenance of our significant fixed asset base. Council's Infrastructure and Asset Management Plan (IAMP) was adopted by Council in February 2023, with an ongoing review process to provide improved asset data and information.

Consequently, in recognition of this, it is appropriate that a cautious and conservative approach be undertaken with financial modelling as part of the update to the Long Term Financial Plan.

With a significant fixed asset base being predominantly comprised of major community infrastructure such as roads, footpaths, stormwater drainage and community wastewater management systems, it is imperative that there is an appropriate link and consistency between the Infrastructure and Asset Management Plan and the Long Term Financial Plan, towards ensuring that the Long Term Financial Plan provides for the necessary capital outlays (as identified in the Infrastructure and Asset Management Plan) for the renewal and replacement of existing community assets – herein referred to as 'non-discretionary' capital expenditure.

GENERAL ASSUMPTIONS

- Long term financial plans (LTFP) have been prepared to measure and check financial sustainability for Council and its component operations.
- The LTFP reflects existing recurrent service levels to our community being maintained. Council's budget process considers on-going service delivery and commitments and new expenditure items or initiatives.
- The LTFP does not include the Concordia growth area development financial estimates, this is currently being modelled and is estimated to be available by September 2025.
- 92% of the capital program is achieved and the remainder of 8% is carried forwards as works in progress or not commenced. The cash flow estimates align to the 92% capital program spend; historically this is the upper performance outcome.
- The LTFP makes provision for ongoing Financial Assistance Grants and indexation at the trimmed RBA indexation rate.
- The LTFP investment in new infrastructure under The Big Project (Councils intergeneration community infrastructure strategy) assumes a 60% Council and 40% third party funding split for capital development costs.

OPERATIONS

- General Rate Revenue and Service Charges increments have been reviewed to ensure funding and service level provision is maintained in line with sustainability requirements.
- Operating Costs for Employee, Contractors and Materials have been based on a recalculation of budgets based on current expenditure trends, contractual arrangements and estimates for inflation and other cost growth.
- Depreciation has been calculated on existing asset classes, structures, valuation, and condition rating; asset componentisation has been included as appropriate to selected asset types. A review of useful lives, asset condition and replacement cost of all assets and components is an ongoing task refining the data.
- The LTFP assumes that the Federal Government budget will continue to supplement South Australia road funding application through Supplementary Road Funding and reflect revenue of $239K per annum until 2025/26. From the 2026/27 financial year the base amount has been removed from the financial estimates the program current ceases at the conclusion of 2025/26 financial year
- The Roads to Recovery (RTR) grant funded program will continue for the forward estimates.
- Full Cost Attribution - an allocation of internal services to relevant charge areas has been allocated in the LTFP. This allocation from internal to external service areas does not affect the overall net result.
- Provisions have been estimated for the forward years of salary and wage growth due to increased population and support costs for growth infrastructure that is being or planned to be built.
- An efficiency and saving dividend is applied at 1% of salary and wages and contractors, materials and other expenses each year to reflect our reform target.

CAPITAL

- Asset Renewal and/or Replacement expenditure is provided for on various buildings, recreation, transport, stormwater, bridge, CWMS and plant & equipment assets at $100.300m, providing for future needs.
- The estimates are based upon the 2024 adopted Infrastructure and Asset Management Plans.
- Infrastructure programs for upgrading existing assets including roads, recreation and open space, bike path, bridges, carparks, footpath program, stormwater and the continuous improvement program at $17.640m.
- Infrastructure programs for new assets (not gifted assets) including roads, recreation and open space, bike path, bridges, carparks, footpath program, stormwater and the continuous improvement program at $17.599m.
- Capital estimates have an escalation rate applied where applicable that is 10% greater than that applied to operating costs based on the RBA trimmed inflation index.

LOAN PRINCIPAL AND INTEREST REPAYMENTS

- Council's related borrowings and loan debt is predicted to peak at $41.548m in 2025/26.
- Council is guarantor to and additional $2.330m in loans to community groups in 2025/26
- Total outstanding loans at the end of the 10-year long term financial plan on 30 June 2035 is $4.920m of which $0.149m in guarantor for loans to community groups based on the current assumptions and service level policy settings of Council.

- Financing cost will increase in 2025/26 from the current interest cover percentage of 3.23% of revenue in 2024/25 to 3.59% of revenue in 2025/26 in support of growth infrastructure development and will return to 0.24% by 30 June 2035.

FINANCIAL SUSTAINABILITY PERFORMANCE CHIEF EXECUTIVE OFFICER REPORT – BASED ON CURRENT POLICY AND SERVICE LEVEL SETTINGS OF COUNCIL

- KPI 1: Operating Surplus:
    - A operating deficit for two years being 2025/26 and 2026/27 combined totalling $0.678m.
    - Returning to an underlying operating surplus in 2027/28 of $292,000.
    - All future years are in operating service with an accumulated surplus over 10 years as at the end of the 2034/35 financial year of $12.972m.
    - General rate increases for years 2025/26 as outlined in the business plan and budget above, 2026/27 of 4.3%, 3.75% for 2027/28, 3.00% for 2028/29 and 2.7% for the remainder of the long-term financial plan aligning to the May RBA trimmed CPI and CPI forward estimate from July 2027 plus 0.1% to ensure aligned cash flow and debt reduction targets are met. Growth for the future is estimated at between 0.75 and 1% excluding the Concordia growth area development which is still being planned and modelled.
- KPI 2: Operating surplus ratio average over 3 years:
    - Council's forecast retrospective operating result ranges from (1.6%) deficit to 3.7% profit during this plan.
    - Annual surplus ratios range from (0.9%) deficit to 3.9% surplus.
- KPI 3: Net Financial Liabilities.
    - The forecast is 88.6% in 2025/26 and by year 2034/35 it is projected to be at 13.5%.
- KPI 4: Asset Renewal Funding Ratio.
    - The average being 112.4% over the ten-year plan when measured against the adopted Infrastructure and Asset Management Plans
    - The average being 106.7% over the ten-year plan when measured against depreciation.
- Council has reviewed its financial parameters for the LTFP including the indexation used for forward projections on income and expenditure.
- In line with Council Policy a regular review of Council's treasury management is undertaken to ensure a positive cash position is maintained.

The key performance indicators are all within the target ranges indicating a financially sustainable position over the 10-year period of the LTFP based on the current policy and service levels set by the Elected Body. Council has the capacity to undertake growth asset construction, operational costs and other minor additional projects along with consideration of other major works in future years.

FINANCIAL SUSTAINABILITY

The Barossa Council is committed to the principles of financial sustainability. The importance of this is to ensure that each generation 'pays their way', rather than any generation 'living off their assets' and leaving it to future generations to address the issue of repairing worn out infrastructure. Such issues are frequently referred to as 'intergenerational equity'.

With community infrastructure such as recreation and sporting facilities, roads, footpaths and stormwater drainage comprising a major proportion of Council's balance sheet, it is important that Council implements appropriate strategies towards the effective maintenance and renewal of such assets to ensure it is fairly and equitably funded from current ratepayers (general rate income) and future ratepayers (long term loan borrowings).

Given the importance of ensuring financial sustainability of operations in the longer term, it is a legislative requirement that Council adopt Long Term Financial Management and Infrastructure and Asset Management Plans (minimum 10 years) as part of future planning.

The Long Term Financial Plan is designed as a 'high-level' summarised document towards the future planning of Council's financial operations; particularly in relation to key components such as rate movements, service levels to our community, major infrastructure asset replacement/renewal, loan financing and internal cash reserves. Council conducts an annual review of its Long Term Financial Plan each year.

The financial sustainability of Council is measured by the surplus/deficit (before capital revenues) disclosed in the Income Statement; with a consistent breakeven or operating surplus result indicative of a Council that is financially sustainable in the long term. Other financial sustainability indicators are separately included within this report.

FUNDING PLAN

Council uses a mix of service, user and statutory charges, grants, commercial, other income and loan financing as a means of funding both operating and capital expenditure. Refer to the appendix for funding the long-term indexation, financial assumptions and estimates and the review of financial indicators.

All key financial performance indicators are met in each year of the financial plan and on totality of the ten-year plan.

To assist in keeping rates affordable whilst delivering current service levels and consulted upon and adopted growth and new assets Council plans to generate general rates income and predicts the following increases over the ten-year plan:

- For year 2025/26 as outlined in the business plan and budget above.
- For year 2026/27 at 4.3%
- For the year 2027/28 at 3.75%.
- For the year 2028/29 at 3%.
- For the remainder of the plan 2.7% which is aligned to the current consumer price index forecast from July 2027 by the Reserve Bank of Australia – May 2025 forecast plus 0.1%.
- The above estimates do not include new properties the growth estimates for additional income are 0.75 and 1%.
- The above estimates do not cater for the Concordia Growth Area revenue growth from rates.

Selected service areas use services charges and service rates to recover the cost, including - Waste services for Refuse, Recycling and Green Organic with 2025/26 at 2.25% and future years range from 2.25% to 3.25%; and Wastewater Management (CWMS) will increase in 2025/26 by 2.75% and future years range from 2.0% to 2.75%.

Other income changes funding the expenditure of Council are:

- General income from commercial activities and user charges such as caravan park, development fees and the like are estimated to increase at 2.6%.
- Recurrent grants are based on known factors where the grant is subject to indexation 2.6% has been applied.

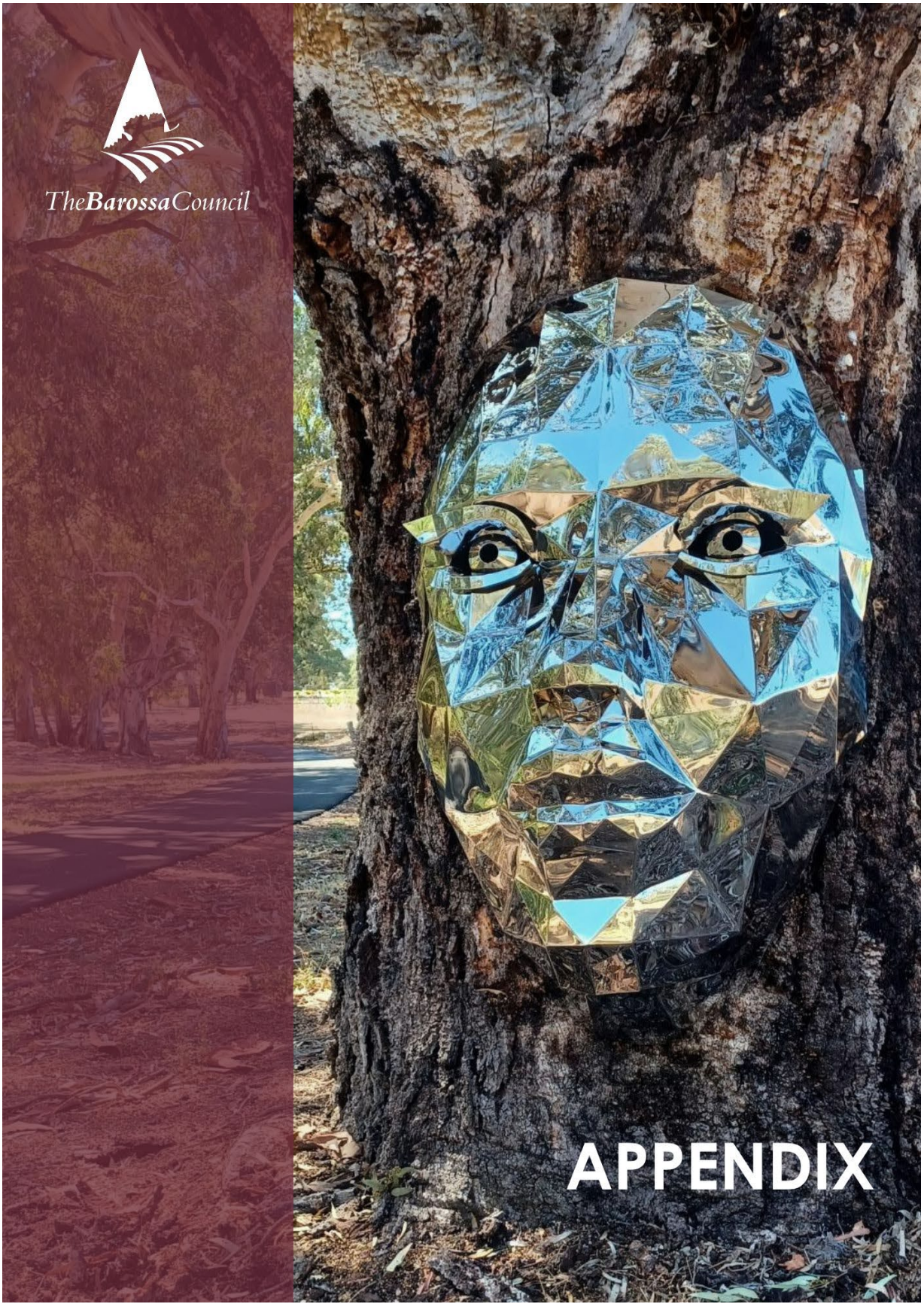
Council will run a deficit budget for two years and utilise intergenerational borrowings to support the current infrastructure build.

Council is planning to spend an average of $12.939m per annum (including indexation) on capital expenditure and projects and an average of $46.304m per annum on day-to-day services (operational expenditure, excluding interest and depreciation but including indexation) over the next 10 years.

OUR FINANCIAL PRINCIPLES

As part of its commitment to financial sustainability, Council operates under the following key financial principles in preparing the Annual Business Plan:

- Ongoing education and training such that all Council Members and Staff understand and fulfil their financial governance responsibilities.
- Policies and practices that support decision making and assessment of performance.
- Budget and financial information is presented at a strategic level, succinct and easy to follow.
- Budget and financial information is based on the Long Term Financial Plan.
- The Asset Management Plans are maintained and reflect whole of life costs.
- The Rating strategy is equitable and generates sufficient revenue to meet financial needs.
- Financial performance is managed using suitable financial indicators and targets.
- A robust audit and internal control process is in place to ensure effective financial and governance compliance.
- Information provided to the community is open, transparent and relevant.


TheBarossaCouncil
APPENDIX

APPENDIX 1: KEY PERFORMANCE INDICATORS AND FINANCIAL PARAMETERS 2025/26 TO 2034/35

Consolidated Results: Key Performance Indicators and Financial Parameters		2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35
		Q3 Budget	Budget	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP
		$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %	$'000 or %
Key Performance Indicators (KPI's) - Summary	Adopted target											
KPI 1 - Operating Surplus cumulative forward 10 year period	**Surplus year 10**	(891)	(178)	(678)	(386)	404	1,663	3,233	5,170	7,426	10,150	12,972
KPI 2 - Operating Surplus Ratio - Rolling 3 year - retrospective average	**(2%) to 10%**	(0.4%)	(1.6%)	(1.0%)	(0.2%)	0.3%	1.3%	2.0%	2.5%	2.9%	3.4%	3.7%
KPI 2 - Operating Surplus Ratio - Rolling 5 year - retrospective average	**(2%) to 10%**	3.5%	1.5%	(0.5%)	(1.0%)	(0.2%)	0.5%	1.1%	1.9%	2.4%	3.0%	3.3%
KPI 2 - Operating Surplus Ratio - Annual	**(2%) to 10%**	(1.8%)	(0.3%)	(0.9%)	0.5%	1.3%	2.1%	2.5%	3.0%	3.3%	3.9%	3.9%
KPI 3 - Net Financial Liabilities ratio	**0-100%**	66.1%	88.6%	86.6%	77.8%	68.1%	57.8%	47.8%	40.3%	31.2%	21.0%	13.5%
KPI 4 - Asset Renewal Funding Ratio - Annual - Using Asset Management Plan Forecast	**80% to 110%**	107.5%	136.4%	103.5%	114.2%	93.2%	111.0%	123.4%	116.3%	102.6%	107.9%	115.7%
KPI 4 - Asset Renewal Funding Ratio - Annual - Using Depreciation	**80% to 110%**	113.3%	132.3%	120.9%	116.1%	92.7%	96.4%	99.7%	101.7%	102.2%	101.2%	104.2%
Financial parameters - Indexation												
RATE REVENUE INCREASES												
General - Rate Revenue Net Increase (excl growth)				4.30%	3.75%	3.00%	2.70%	2.70%	2.70%	2.70%	2.70%	2.70%
Growth -Development - General rates				1.00%	1.00%	1.00%	0.75%	0.75%	0.75%	0.75%	0.75%	0.75%
CWMS - Service Charge & Rates Increase (+ growth 0.5-1.5%)				2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.00%
Refuse, Recycling and Green Organic Services Charge Net Increase (excl growth)				2.25%	2.25%	2.75%	3.25%	3.25%	3.25%	3.25%	3.25%	2.50%
OPERATING REVENUE												
Operating Grants				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Statutory Charges				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
User Charges				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Investment Income				1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%
Reimbursements				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Other Revenue				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
OPERATING EXPENSES												
Service Cost Natural Growth				0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.5%	0.5%	0.5%
Employee Costs				3.1%	3.1%	3.1%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Contracts, Materials & Other				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Energy Costs				3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Water Costs				3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Debenture & Cash Advance Loan interest rate				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Insurance				3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
ASSET REVALUATION												
Land Assets				3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Building Assets				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Recreation Assets				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Infrastructure Assets				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
CWMS				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Stormwater Assets				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
Equipment Assets				2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%	2.6%
ASSET RENEWAL EXPENDITURE												
Infrastructure renewal increments				2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%
Office fleet vehicles				2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%

Included in Revised Budget

Included in Budget Estimates

APPENDIX 2: LONG TERM PLAN FINANCIAL STATEMENTS 2025/26 TO 2034/35

A2-1 Consolidated Results: Budgeted Statement of Comprehensive Income	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35
	Q3 Budget	**Budget**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**
	$'000	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**	**$'000**
REVENUES											
Rates	39,947	42,019	44,083	46,052	47,845	49,510	51,234	53,017	54,863	56,773	58,682
Statutory Charges	816	907	931	955	980	1,005	1,032	1,058	1,086	1,114	1,143
User Charges	4,095	4,178	4,287	4,400	4,516	4,634	4,756	4,881	5,009	5,141	5,276
Grants, subsidies and contributions	4,702	4,853	4,690	4,868	4,964	5,064	5,166	5,270	5,377	5,487	5,600
Investment Income	150	166	170	174	178	183	188	192	197	202	207
Reimbursements	209	155	241	228	216	203	191	180	169	158	148
Other Income	867	622	633	650	667	684	702	720	739	758	778
Net Gain - Joint Venture	0	0	0	0	0	0	0	0	0	0	0
TOTAL INCOME	50,786	52,900	55,035	57,327	59,366	61,283	63,269	65,318	67,440	69,633	71,834
EXPENSES											
Employee Costs	18,914	20,211	21,632	22,100	22,852	23,542	24,252	25,089	25,954	26,850	27,777
Materials, Contracts & Other expenses	19,987	19,354	19,893	20,597	21,168	21,767	22,582	23,188	23,942	24,647	25,652
Depreciation, Amortisation & Impairment	11,136	11,615	12,118	12,501	12,856	13,244	13,634	14,052	14,504	14,951	15,409
Finance Costs	1,640	1,898	1,892	1,837	1,700	1,471	1,231	1,052	784	461	174
Net loss - Joint Venture	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	51,677	53,078	55,535	57,035	58,576	60,024	61,699	63,381	65,184	66,909	69,012
OPERATING SURPLUS / (DEFICIT)	(891)	(178)	(500)	292	790	1,259	1,570	1,937	2,256	2,724	2,822
Asset disposal & fair value adjustments	(567)	(915)	(805)	(883)	(789)	(1,040)	(1,072)	(1,131)	(1,030)	(1,226)	(1,204)
Amounts specifically for new or upgraded assets	8,622	5,673	730	70	70	343	711	70	70	70	70
Net gain (loss) on disposal or revaluation of assets - subsidiaries	0	0	0	0	0	0	0	0	0	0	0
Physical Resources received free of charge	2,243	2,400	2,539	2,582	2,611	2,063	2,086	2,111	2,140	2,162	2,184
NET SURPLUS / (DEFICIT)	9,407	6,980	1,964	2,061	2,682	2,625	3,295	2,987	3,436	3,730	3,872
Transfer to Equity Statement / Adjustment	-	-	-	-	-	-	-	-	-	-	-
Other Comprehensive Income	-	-	-	-	-	-	-	-	-	-	-
Changes in revaluation surplus - infrastructure, property, plant & equipment	-	-	-	-	-	-	-	-	-	-	-
Total Other Comprehensive Income	-	-	-	-	-	-	-	-	-	-	-
TOTAL COMPREHENSIVE INCOME	9,407	6,980	1,964	2,061	2,682	2,625	3,295	2,987	3,436	3,730	3,872

APPENDIX 2: LONG TERM PLAN FINANCIAL STATEMENTS 2025/26 TO 2034/35

A2-2 Consolidated Results: Budgeted Statement of Financial Position	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35
	Q3 Budget	Budget	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP
	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000	$'000
ASSETS											
Current Assets											
Cash and cash equivalents	4,280	559	86	96	141	164	167	135	106	104	93
Trade & other receivables	3,249	3,237	3,224	3,211	3,199	3,187	3,176	3,165	3,153	3,144	3,138
Inventories	125	125	125	125	125	125	125	125	125	125	125
	7,654	3,921	3,435	3,432	3,465	3,476	3,468	3,425	3,384	3,373	3,356
Non-Current Assets held for Sale	-	-	-	-	-	-	-	-	-	-	-
Total Current Assets	7,654	3,921	3,435	3,432	3,465	3,476	3,468	3,425	3,384	3,373	3,356
Non-Current Assets											
Financial Assets	2,041	1,935	1,842	1,762	1,694	1,638	1,593	1,559	1,537	1,524	1,516
Equity accounted investments in Council businesses	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518	4,518
Infrastructure, Property, Plant & Equipment	470,328	501,518	508,334	512,417	516,557	520,083	524,200	529,143	532,335	535,078	538,490
Other Non-Current Assets	0	0	0	0	0	0	0	0	0	0	0
Total Non-Current Assets	476,887	507,971	514,694	518,697	522,769	526,239	530,311	535,220	538,390	541,120	544,524
TOTAL ASSETS	484,541	511,892	518,129	522,129	526,234	529,715	533,779	538,645	541,774	544,493	547,880
LIABILITIES											
Current Liabilities											
Trade & Other Payables	5,382	5,382	5,382	5,382	5,382	5,382	5,382	5,382	5,382	5,382	5,382
Borrowings - Council	3,485	531	2,989	4,112	4,929	5,198	3,895	5,185	6,292	5,628	4,920
Borrowings - Commnity Organisations	294	306	308	299	306	201	212	207	199	144	46
Provisions	3,152	3,158	3,164	3,171	3,179	3,186	3,193	3,201	3,208	3,234	3,260
Total Current Liabilities	12,313	9,377	11,843	12,964	13,796	13,967	12,682	13,975	15,081	14,388	13,608
Non-Current Liabilities											
Borrowings - Council	28,291	40,460	38,559	34,560	29,840	24,821	21,099	15,959	9,717	4,131	-
Borrowings - Commnity Organisations	1,824	2,024	1,716	1,416	1,111	910	698	491	292	144	103
Provisions	722	722	722	722	722	722	722	722	722	722	722
Total Non-Current Liabilities	30,837	43,206	40,997	36,698	31,673	26,453	22,519	17,172	10,731	4,997	825
TOTAL LIABILITIES	43,150	52,583	52,840	49,662	45,469	40,420	35,201	31,147	25,812	19,385	14,433
NET ASSETS	441,391	459,309	465,289	472,467	480,765	489,295	498,578	507,498	515,962	525,108	533,447
EQUITY											
Accumulated Surplus	148,881	159,130	154,007	149,890	146,779	143,804	141,380	138,579	135,206	132,160	128,119
Asset Revaluation Reserve	277,426	287,098	297,271	307,643	318,185	328,885	339,741	350,761	361,950	373,297	384,805
Other Reserves	15,084	13,081	14,011	14,934	15,801	16,606	17,457	18,158	18,806	19,651	20,523
TOTAL EQUITY	441,391	459,309	465,289	472,467	480,765	489,295	498,578	507,498	515,962	525,108	533,447

APPENDIX 2: LONG TERM PLAN FINANCIAL STATEMENTS 2025/26 TO 2034/35

A2-3 Consolidated Results: Budgeted Statement of Cash Flows	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35
	Q3 Budget	Budget	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP
	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000	$ '000
CASH FLOWS FROM OPERATING ACTIVITIES											
Receipts:											
Operating receipts	50,635	52,734	54,866	57,153	59,187	61,101	63,080	65,127	67,243	69,432	71,627
Investment receipts	150	166	170	174	178	183	188	192	197	202	207
Payments:											
Operating payments to suppliers & employees	(39,020)	(39,556)	(41,518)	(42,690)	(44,013)	(45,302)	(46,826)	(48,269)	(49,889)	(51,490)	(53,421)
Finance payments	(1,103)	(1,813)	(1,894)	(1,855)	(1,745)	(1,546)	(1,309)	(1,111)	(872)	(567)	(268)
Net cash provided by (or used in) Operating Activities	10,662	11,531	11,624	12,782	13,607	14,436	15,133	15,939	16,679	17,577	18,145
CASH FLOW FROM INVESTING ACTIVITIES											
Receipts:											
Amounts specifically for new or upgraded assets	8,622	5,673	730	70	70	343	711	70	70	70	70
Sale of replaced assets	523	344	347	391	540	412	423	435	600	459	471
Repayment of loans by community organisations	218	118	106	93	81	68	56	45	34	23	13
Payments:											
Expenditure on renewal/replacement of assets	(7,770)	(13,623)	(7,806)	(8,101)	(8,408)	(9,101)	(9,835)	(9,945)	(10,285)	(10,549)	(11,633)
Expenditure on new/upgraded assets	(28,453)	(16,970)	(5,621)	(1,936)	(1,537)	(972)	(1,261)	(2,516)	(1,787)	(1,133)	(1,383)
Loans made to community organisations	(1,035)	0	0	0	0	0	0	0	0	0	0
Net cash provided by (or used in) Investment Activities	(27,895)	(24,458)	(12,244)	(9,483)	(9,254)	(9,250)	(9,906)	(11,911)	(11,368)	(11,130)	(12,462)
CASH FLOWS FROM FINANCING ACTIVITIES											
Receipts:											
Proceeds from borrowings for Council	21,000	10,000	750	0	0	0	0	0	0	0	0
Proceeds from borrowings for Community Organisations	1,035	0	0	0	0	0	0	0	0	0	0
Receipt of Funds from Leases	0	0	0	0	0	0	0	0	0	0	0
Proceeds from Bonds and Deposits	0	0	0	0	0	0	0	0	0	0	0
Payments:											
Repayment of borrowings	(3,643)	(787)	(603)	(3,289)	(4,310)	(5,165)	(5,226)	(4,062)	(5,342)	(6,449)	(5,694)
Repayment of Lease	(14)	(7)	0	0	0	0	0	0	0	0	0
Repayment of Bonds and Deposits	0	0	0	0	0	0	0	0	0	0	0
Net cash provided by (or used in) Financing Activities	18,378	9,206	147	(3,289)	(4,310)	(5,165)	(5,226)	(4,062)	(5,342)	(6,449)	(5,694)
Net Increase/(Decrease) in Cash held	1,145	(3,721)	(473)	10	43	21	1	(34)	(31)	(2)	(11)
Cash at beginning of period	3,135	4,280	559	86	96	141	164	167	135	106	104
CASH AT END OF PERIOD	4,280	559	86	96	141	164	167	135	106	104	93

APPENDIX 2: LONG TERM PLAN FINANCIAL STATEMENTS 2025/26 TO 2034/35 (CONTINUED)

A2-4 Consolidated Results: Budgeted Uniform Presentation of Finances	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35
	Q3 Budget	**Budget**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**	**LTFP**
	$ '000	**$ '000**	**$ '000**	**$ '000**	**$ '000**	**$ '000**	**$ '000**	**$ '000**	**$ '000**	**$ '000**	**$ '000**
Operating Revenues	50,786	52,900	55,035	57,327	59,366	61,283	63,269	65,318	67,440	69,633	71,834
less Operating Expenses	(51,677)	(53,078)	(55,535)	(57,035)	(58,576)	(60,024)	(61,699)	(63,381)	(65,184)	(66,909)	(69,012)
Operating Surplus / (Deficit)	(891)	(178)	(500)	292	790	1,259	1,570	1,937	2,256	2,724	2,822
***less* Net outlays on existing Assets**											
Capital expenditure on renewal and replacement of existing assets	(7,770)	(13,623)	(7,806)	(8,101)	(8,408)	(9,101)	(9,835)	(9,945)	(10,285)	(10,549)	(11,633)
less Depreciation, Amortisation and Impairment	11,136	11,615	12,118	12,501	12,856	13,244	13,634	14,052	14,504	14,951	15,409
less Proceeds from Sale of Replaced Assets	523	344	347	391	540	412	423	435	600	459	471
	3,889	(1,664)	4,659	4,791	4,988	4,555	4,222	4,542	4,819	4,861	4,247
***less* Net outlays on New and Upgraded Assets**											
Capital expenditure on New and Upgraded Assets	(28,453)	(16,970)	(5,621)	(1,936)	(1,537)	(972)	(1,261)	(2,516)	(1,787)	(1,133)	(1,383)
less Amounts received specifically for New and Upgraded Assets	8,622	5,673	730	70	70	343	711	70	70	70	70
less Proceeds from Sale of Surplus Assets	0	0	0	0	0	0	0	0	0	0	0
	(19,831)	(11,297)	(4,891)	(1,866)	(1,467)	(629)	(550)	(2,446)	(1,717)	(1,063)	(1,313)
Net Lending / (Borrowing) for Financial Year	(16,833)	(13,139)	(732)	3,217	4,311	5,185	5,242	4,033	5,358	6,522	5,756

APPENDIX 3: CAPITAL EXPENDITURE 2025/26 TO 2034/35

A3 Consolidated Results: Budgeted Capital Expenditure	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35
	Q3 Budget	Budget	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP	LTFP
	$' 000	$' 000	$' 000	$' 000	$' 000	$' 000	$' 000	$' 000	$' 000	$' 000	$' 000
Renewal/Replacement Capital summary: Non-Discretionary											
Land	0	0	0	0	0	0	0	0	0	0	0
Buildings	2,732	5,721	1,263	1,173	1,185	1,196	1,698	1,369	1,381	1,394	1,543
Recreation	25	1,382	329	325	334	342	351	360	370	380	391
Transport - Roads & Footpaths	3,635	4,651	4,246	4,587	4,752	5,260	5,435	5,616	5,803	5,988	6,020
Stormwater, Bridges & Floodplain	0	580	0	331	341	350	360	371	381	392	403
CWMS	141	1,415	489	607	692	801	810	961	1,068	964	990
Equipment - Plant & Vehicles	1,140	961	873	999	1,026	1,053	1,082	1,111	1,141	1,279	1,202
Other Assets	96	98	101	104	106	158	162	167	171	175	1,180
	7,769	14,808	7,301	8,126	8,436	9,160	9,898	9,955	10,315	10,572	11,729
New/Upgrade Capital summary: Discretionary											
Land	0	0	0	0	0	0	0	0	0	0	0
Buildings (includes TBP program)	2,210	11,437	887	0	0	0	341	0	0	0	0
Recreation (includes TBP program)	21,600	1,475	297	191	197	203	209	1,819	221	228	234
Transport - Roads & Footpaths	1,526	1,211	594	97	100	102	105	108	111	115	118
Stormwater, Bridges & Floodplain	1,193	378	1,847	414	426	439	451	464	478	492	506
CWMS	1,316	2,121	131	34	33	35	31	81	81	81	81
Equipment - Plant & Vehicles	0	525	0	0	0	0	0	0	0	0	0
Other	608	1,299	878	880	747	145	149	153	832	161	466
	28,453	18,446	4,634	1,616	1,503	924	1,286	2,625	1,723	1,077	1,405
Total Capital Expenditure	36,222	33,254	11,935	9,742	9,939	10,084	11,184	12,580	12,038	11,649	13,134
Note: includes internal allocation											

APPENDIX 4: RECONCILIATION OF CAPITAL INVESTMENT WITH INFRASTRUCTURE AND ASSET MANAGEMENT PLAN 2025/26 TO 2034/35

A4 - Reconciliation of Capital Expenditue with Infrastructure and Asset Management Plan	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	10 Year Forecast
LONG TERM FINANCIAL PLAN SETTINGS	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**
Renewal/Replacement Capital summary												
Land	0	0	0	0	0	0	0	0	0	0	0	0
Buildings	2,732	5,721	1,263	1,173	1,185	1,196	1,698	1,369	1,381	1,394	1,543	17,923
Recreation	25	1,382	329	325	334	342	351	360	370	380	391	4,564
Transport - Roads & Footpaths	3,635	4,651	4,246	4,587	4,752	5,260	5,435	5,616	5,803	5,988	6,020	52,358
Stormwater, Bridges & Floodplain	0	580	0	331	341	350	360	371	381	392	403	3,509
CWMS	141	1,415	489	607	692	801	810	961	1,068	964	990	8,797
Equipment - Plant & Vehicles	1,140	961	873	999	1,026	1,053	1,082	1,111	1,141	1,279	1,202	10,727
Other Assets including Technology and Carparks	96	98	101	104	106	158	162	167	171	175	1,180	2,422
Sub-total Renewal and Replacement	7,769	14,808	7,301	8,126	8,436	9,160	9,898	9,955	10,315	10,572	11,729	100,300
Upgrade Capital summary												
Land	0	0	0	0	0	0	0	0	0	0	0	0
Buildings (includes TBP program)	0	937	187	0	0	0	0	0	0	0	0	1,124
Recreation (includes TBP program)	116	1,035	27	191	197	203	209	1,017	221	228	234	3,562
Transport - Roads & Footpaths	1,422	611	94	97	100	102	105	108	111	115	118	1,561
Stormwater, Bridges & Floodplain	965	378	926	414	426	439	451	464	478	492	506	4,974
CWMS	169	2,121	131	34	33	35	31	81	81	81	81	2,709
Equipment - Plant & Vehicles	0	60	0	0	0	0	0	0	0	0	0	60
Other Assets including Technology and Carparks	608	887	55	57	747	145	149	153	832	161	466	3,651
Sub-total Upgrade	3,280	6,029	1,419	793	1,503	924	945	1,823	1,723	1,077	1,405	17,640
Total Capital Expenditure on Existing Assets	11,049	20,837	8,720	8,919	9,939	10,084	10,843	11,778	12,038	11,649	13,134	117,940
New Capital summary												
Land	0	0	0	0	0	0	0	0	0	0	0	0
Buildings (includes TBP program)	2,210	10,500	700	0	0	0	341	0	0	0	0	11,541
Recreation (includes TBP program)	21,484	440	270	0	0	0	0	802	0	0	0	1,512
Transport - Roads & Footpaths	104	600	500	0	0	0	0	0	0	0	0	1,100
Stormwater, Bridges & Floodplain	228	0	921	0	0	0	0	0	0	0	0	921
CWMS	1,147	0	0	0	0	0	0	0	0	0	0	0
Equipment - Plant & Vehicles	0	465	0	0	0	0	0	0	0	0	0	465
Other	0	412	823	823	0	0	0	0	0	0	0	2,059
Total Capital Expenditure on New Assets	25,173	12,417	3,215	823	0	0	341	802	0	0	0	17,599
Total Capital Expenditure provisioned in Long Term Financial Plan	36,222	33,254	11,935	9,742	9,939	10,084	11,184	12,580	12,038	11,649	13,134	135,539

A4 - Reconciliation of Capital Expenditue with Infrastructure and Asset Management Plan	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	10 Year Forecast
INFRASTRUCTURE AND ASSET MANAGEMENT PLAN SETTINGS	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**	**$' 000**
Land	0	0	0	0	0	0	0	0	0	0	0	0
Buildings	731	756	735	896	830	831	832	833	834	836	865	8,248
Carparks	40	0	0	0	152	37	0	0	0	248	257	695
Footpaths	557	722	724	724	725	346	0	176	729	731	757	5,636
Kerbing	123	125	200	61	0	0	0	0	0	0	0	386
Transport - Sealed Roads	1,060	1,097	1,163	1,232	2,311	2,397	2,483	2,574	2,668	2,765	2,862	21,552
Transport - Unsealed Roads	1,599	1,655	1,656	1,658	1,658	1,663	1,664	1,667	1,667	1,672	1,730	16,690
Stormwater and Bridges*	965	958	926	745	767	789	811	835	859	884	915	8,489
CWMS*	310	3,536	620	641	725	836	841	1,042	1,149	1,045	1,082	11,517
Equipment - Plant & Vehicles*	1,140	1,021	873	999	1,026	1,053	1,082	1,111	1,141	1,279	1,324	10,909
Other Assets - IT Renewal*	704	985	156	161	853	303	311	320	1,003	336	348	4,774
Total Capital Expenditure requirement forecast in Infrastructure and Asset Management Plan	7,228	10,856	7,052	7,116	9,047	8,256	8,024	8,558	10,051	9,796	10,139	88,896
Net Capital Expenditure Against IAMP (Surplus)/Deficit - Existing Assets	(3,820)	(9,981)	(1,668)	(1,802)	(892)	(1,828)	(2,819)	(3,220)	(1,987)	(1,853)	(2,995)	(29,044)
Net Capital Expenditure Against IAMP (Surplus)/Deficit - Renew and Replacement only of Existing Assets	(541)	(3,952)	(249)	(1,010)	611	(904)	(1,874)	(1,397)	(264)	(776)	(1,590)	(11,404)
Net Capital Expenditure Against IAMP (Surplus)/Deficit - All Assets	(28,994)	(22,398)	(4,883)	(2,626)	(892)	(1,828)	(3,160)	(4,022)	(1,987)	(1,853)	(2,995)	(46,643)
* Based on current projections these are currently under new modelling in 2024-25												
KPI 4 - Existing Assets - All	152.9%	191.9%	123.6%	125.3%	109.9%	122.1%	135.1%	137.6%	119.8%	118.9%	129.5%	132.7%
KPI 4 - Existing Assets - Renewal and Replacement Only	107.5%	136.4%	103.5%	114.2%	93.2%	111.0%	123.4%	116.3%	102.6%	107.9%	115.7%	112.8%
KPI 4 - Total Assets	501.1%	306.3%	169.2%	136.9%	109.9%	122.1%	139.4%	147.0%	119.8%	118.9%	129.5%	152.5%
Please note this statement is based on budget allocations and 100% capital program delivery, the corresponding cash flow reflects 92% capital program delivery.												

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.3 ADOPTION OF VALUATIONS FOR THE 2025-2026 FINANCIAL YEAR FOR RATING PURPOSES

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer
25/39821

PURPOSE

Property valuations received from the Valuer-General require adoption for the purpose of generating the 2025-2026 rates.

RECOMMENDATION

That Council, in accordance with Section 167(2)(a) of the *Local Government Act 1999*, adopts for rating purposes for the year ending 30 June 2026, the Valuer-General's most recent valuations available to Council of the Capital Value in relation to the area of the Council, which specifies that the total value to apply is $9,371,319,300, of which $9,163,883,480 is rateable.

REPORT

The movement in property valuations from 2024-2025 to 2025-2026 is outlined in the table below.

Table 1 – Property Valuation Movement – Rateable Assessments

		2025/26		
Local Government Categories	**Land Use Code**	**Rate in the $**	**No. of assessments**	**25/26 Total Valuations**
Residential	1	0.0025402	9930	$ 6,031,325,558.00
Commercial	2	0.0045230	253	$ 176,637,933.00
Commercial	3	0.0045230	73	$ 37,848,095.00
Commercial	4	0.0045230	353	$ 318,807,007.00
Industry - Light	5	0.0046910	47	$ 25,174,635.00
Industry - Other	6	0.0157470	91	$ 282,811,265.00
Primary Production	7	0.0025159	2163	$ 2,030,331,998.00
Vacant Land	8	0.0059000	569	$ 171,542,737.00
Other	9	0.0046390	141	$ 89,404,252.00
			13,620	**$ 9,163,883,480.00**

There has been an increase of $940,320,758 in total rateable property valuations from last years' property valuations, an increase of 11.43%. There has been a total of 202 new property assessments, a growth rate of 1.51%.

Table 2 – Property Valuation Movement – All Assessments

Local Government Categories	Land Use Code	Rate in the $	No. of assessments	25/26 Total Valuations
Residential	1	0.0025402	9935	$ 6,034,925,558.00
Commercial	2	0.0045230	253	$ 176,637,933.00
Commercial	3	0.0045230	74	$ 38,788,095.00
Commercial	4	0.0045230	366	$ 332,678,743.00
Industry - Light	5	0.0046910	47	$ 25,174,635.00
Industry - Other	6	0.0157470	94	$ 283,583,265.00
Primary Production	7	0.0025159	2185	$ 2,038,790,298.00
Vacant Land	8	0.0059000	609	$ 178,001,437.00
Other	9	0.0046390	635	$ 262,739,336.00
			14,198	**$ 9,371,319,300.00**

There has been an increase of $973,035,500 in total property valuations from last years' property valuations, an increase of 11.59%. There has been a total of 209 new property assessments, a growth rate of 1.49%.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements

Section 167 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement was undertaken in accordance with Council's instruction from its meeting on 12 May 2025.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.4 DECLARATION OF DIFFERENTIAL GENERAL RATES FOR THE 2025-2026 FINANCIAL YEAR

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer 25/39824

PURPOSE

To adopt the differential general rates-in-the-dollar to apply for the 2025-2026 rating year, the general rates cap on application and the revaluation initiative general rates cap.

RECOMMENDATION

That Council, pursuant to Sections 152(1)(c)(i), 153(1)(b) and 156(1)(a) of the *Local Government Act 1999*, declares the following differential general rates on rateable land within its area for the year ending 30 June 2026, based upon the capital value of the land, with rates varying with reference to land use categories as per Regulation 14 of the *Local Government (General) Regulations 2013*:

(1) Category (a) (Residential), a rate of 0.0025402 cents in the dollar;
(2) Category (b) (Commercial – Shop), Category (c) (Commercial – Office) and Category (d) (Commercial – Other), a rate of 0.004523 cents in the dollar;
(3) Category (e) (Industry – Light) a rate of 0.004691 cents in the dollar;
(4) Category (f) (Industry – Other) a rate of 0.015747 cents in the dollar;
(5) Category (g) (Primary Production) a rate of 0.0025159 cents in the dollar;
(6) Category (h) (Vacant Land) a rate of 0.00590 cents in the dollar;
(7) Category (i) (Other) a rate of 0.004639 cents in the dollar.

AND

GENERAL RATES CAP - RESIDENTIAL AND PRIMARY PRODUCTION

That Council, pursuant to section 153(3) and (4) of the *Local Government Act 1999*, has determined to fix, on application of the property owner, a maximum increase in general rates (excluding fixed charge) levied upon a category (a) land use (Residential) or category (g) land use (Primary Production) property, for the year ending 30 June 2026 which constitutes the principal place of residence of a principal ratepayer at:

(a) 7.5% over and above the general rates levied for the 2024-2025 financial year (for those eligible for a State Government concession on their Council rates including those in receipt of the Cost of Living Concession) or;
(b) 15% over and above the general rates levied for the 2024-2025 financial year (for all other such ratepayers), provided that:
    (i) the property has been the principal place of residence of the principal ratepayer since at least 1 July 2024, and;

(ii) the property has not been subject to improvements with a value of more than $10,000 since 1 July 2024, and;
(iii) excluding land related to the principal place of residence for the purposes of single farm enterprise and/or contiguous land.

REPORT

A comparison of the rates-in-the-dollar for 2024-2025 and 2025-2026 is outlined in the table below:

		2025/26		2024/25					
Local Government Categories	Land Use Code	Rate in the $	No. of assessments	Rate in the $	No. of assessments	% Movement Total Valuations	% increase in rate in $	Average 24/25	Average 25/26
Residential	1	0.0025402	9930	0.002762	9868	15.60%	-8.03%	$ 1,897.51	$ 2,000.60
Commercial	2	0.0045230	253	0.00434	256	0.05%	4.22%	$ 3,429.42	$ 3,614.03
Commercial	3	0.0045230	73	0.00434	72	1.01%	4.22%	$ 2,690.60	$ 2,803.03
Commercial	4	0.0045230	353	0.00434	354	-2.11%	4.22%	$ 4,424.68	$ 4,538.99
Industry - Light	5	0.0046910	47	0.00445	48	-2.06%	5.42%	$ 2,821.04	$ 2,970.64
Industry - Other	6	0.0157470	91	0.01485	91	-0.71%	6.04%	$ 46,860.13	$ 49,341.42
Primary Production	7	0.0025159	2163	0.00265	2157	4.73%	-5.06%	$ 2,736.56	$ 2,736.58
Vacant Land	8	0.0059000	569	0.00559	432	33.32%	5.55%	$ 2,051.24	$ 2,202.13
Other	9	0.0046390	141	0.0044	140	0.56%	5.43%	$ 3,178.99	$ 3,357.24
			13,620		**13,418**	**11.43%**		**$ 2,459.11**	**$ 2,559.65**

The following table provides the rateable valuation changes and the changes to rate burden based on the proposed rating model.

Local Government Categories	Valuation Change Rateable			Share of Rates Burden		
	25-26	24-25	%	25-26	24-25	Change
Residential	6,031,325,558.00	5,217,202,791.00	15.6%	56.98%	56.75%	0.24%
Commercial	176,637,933.00	176,553,108.00	0.0%	2.62%	2.66%	-0.04%
Commercial	37,848,095.00	37,471,245.00	1.0%	0.59%	0.59%	0.00%
Commercial	318,807,007.00	325,685,057.00	-2.1%	4.60%	4.75%	-0.15%
Industry - Light	25,174,635.00	25,704,678.00	-2.1%	0.40%	0.41%	-0.01%
Industry - Other	282,811,265.00	284,826,261.00	-0.7%	12.88%	12.92%	-0.04%
Primary Production	2,030,331,998.00	1,938,545,230.00	4.7%	16.98%	17.89%	-0.91%
Vacant Land	171,542,737.00	128,668,900.00	33.3%	3.59%	2.69%	0.91%
Other	89,404,252.00	88,905,452.00	0.6%	1.36%	1.35%	0.01%
	$ 9,163,883,480.00	**$ 8,223,562,722.00**	**11.4%**	**100.00%**	**100.00%**	**0.00%**

The rating settings are directly aligned to the Annual Budget and Business Plan, which is now ready for adoption.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Chapter 10 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement was undertaken in accordance with Council's instruction from its meeting on 12 May 2025.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.5 DECLARATION OF FIXED CHARGE FOR THE 2025-2026 FINANCIAL YEAR

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer 25/39832

PURPOSE

To adopt a fixed charge on all rateable properties for the 2025-2026 rating year.

RECOMMENDATION

That Council, pursuant to Section 152(1)(c)(ii) of the *Local Government Act 1999*, impose a fixed charge of $458.00 on each separately valued piece of rateable land within the Council area for the year ending 30 June 2026.

REPORT

A fixed charge of $458 represents a $20 increase on the amount applied in the previous rating year. A fixed charge is applied to achieve a balanced rating model of a flat rate contribution across all ratepayers with the general rate, the second determinant of the settings, based on the capital value of the property.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements

Section 152 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement has been undertaken in accordance with Council's instruction from its meeting on 12 May 2025.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.6 DECLARATION OF WASTE COLLECTION SERVICE CHARGES FOR THE 2025-2026 FINANCIAL YEAR

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer 25/39842

PURPOSE

To adopt the waste collection service charges for the 2025-2026 rating year.

RECOMMENDATION

That Council, pursuant to Section 155 of the *Local Government Act 1999*, and in order to provide the service of waste collection in those parts of the Council's area described in (3) below, declares the following service charges with reference to the nature and/or level of usage of the service, for the year ending 30 June 2026:

(1) Non-recyclable Waste Collection
   a. An annual service charge of $137.20 per 140L General (Landfill) Waste collection receptacle;
   b. An annual service charge of $178 per 240L General (Landfill) Waste collection receptacle except in instances where, subject to written application to and the approval of the Council, residential households with six or more permanent residents or a special medical condition may receive a 240L receptacle at the same service charge for a 140L receptable.

(2) Recyclable Waste Collection
   a. An annual service charge of $72.70 per 240L Co-mingled Recycling collection receptacle;
   b. An annual service charge of $74.40 per 240L Green Organic Recycling collection receptacle.

(3) Parts of Council Area
   a. All Service Entitled Properties in the Designated Waste Collection Areas and along the Approved Waste Collection Route as identified in the Waste Management Services Policy.

REPORT

The proposed service charges are based on the estimated cost to Council in providing the service.

Pursuant to Section 155(5) of the *Local Government Act 1999*, Council cannot recover by way of the service rate an amount exceeding the estimated cost of operating the service.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Section 155 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement was already undertaken in accordance with Council's instruction from its meeting on 12 May 2025.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.7 DECLARATION OF COMMUNITY WASTERWATER MANAGEMENT SYSTEM RATES AND SERVICE CHARGES FOR THE 2025-2026 FINANCIAL YEAR

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer 25/39886

PURPOSE

To adopt the declaration of Community Wastewater Management System (CWMS) rates and charges for the 2025-2026 rating year.

RECOMMENDATION

That Council, pursuant to Section 155 of the *Local Government Act 1999*, declare a service rate and impose a service charge for the year ending 30 June 2026, in the following areas to which Council makes available a Community Wastewater Management System (CWMS):

(1) Residential and Vacant Land Properties:

a. An annual service charge of $405.60 for occupied residential rateable and non-rateable land;
b. An annual service charge of $129 on each assessment of vacant rateable and non-rateable land.

(2) Non-Residential & Non-Vacant Land Properties - a service rate of 0.000975 cents in the dollar of the capital value of occupied non-residential rateable land.

REPORT

The proposed service rates and charges are based on the estimated cost to Council in delivering the service.

Pursuant to Section 155(5) of the *Local Government Act 1999*, Council cannot recover by way of the service rate and charges an amount exceeding the estimated cost of operating, maintaining, improving and replacing the service.

The charge for all residential properties connected to a CWMS scheme is solely based on a service charge.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Section 155 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement has been undertaken in accordance with Council's instructions at its meeting of 12 May 2025.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.8 DECLARATION OF REGIONAL LANDSCAPE LEVY FOR THE 2025-2026 FINANCIAL YEAR

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer 25/39871

PURPOSE

To adopt the declaration of the regional landscape levy for the 2025-2026 rating year.

RECOMMENDATION

That Council, in exercising the powers contained in section 154 of the *Local Government Act 1999* and section 69 of the *Landscape South Australia Act 2019*, for the year ending 30 June 2026 and in order to reimburse the Council for the amount contributed to the Northern and Yorke Landscape Board, a regional landscape levy in the nature of a separate rate of 0.0000905 in the dollar of the capital value of land, be declared on all rateable land.

REPORT

The regional landscape levy is collected on behalf of the State Government and then forwarded to the Northern and Yorke Landscape Board on a quarterly basis. Council has no control over the expenditure and is simply collecting the State's taxes, as well as receiving a small administration fee for the service.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Section 154 of the *Local Government Act 1999*
Section 69 of the *Landscape South Australia Act 2019*

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE
Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION
Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement has been undertaken in accordance with Council's instruction from its meeting of 12 May 2025.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.9 PAYMENT OF RATES FOR THE 2025-2026 FINANCIAL YEAR

Author: Senior Accountant, Manager Financial Services and Chief Executive Officer
25/39881

PURPOSE

To adopt the quarterly payment due dates for the 2025-2026 rating year.

RECOMMENDATION

That Council:

(1) Pursuant to Section 181(1) and (2) of the *Local Government Act 1999*, all rates and charges will be payable in four quarterly instalments due on 2 September 2025, 2 December 2025, 3 March 2026 and 2 June 2026; provided that in cases where the initial account requiring payment of rates is not sent at least 30 days prior to these dates, or an amended account is required to be sent, authority to fix the date by which rates must be paid in respect of those assessments affected, is hereby delegated to the Chief Executive Officer.

(2) Pursuant to Section 44 of the *Local Government Act 1999* the Chief Executive Officer (or his delegate) be delegated power under Section 181(4)(b) of the Act to enter into agreements with ratepayers relating to the payment of rates in any case where he considers it necessary or desirable to do so.

REPORT

In accordance with the provisions of the *Local Government Act 1999*, rate payments must be offered on a quarterly basis in September, December, March and June each financial year.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation

services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Section 181 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no changes to the financial risk management considerations not already known and embedded in the organisation because of this report.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community engagement is not required or recommended as the legislative standards have been applied to the payment dates. The Annual Business Plan and Budget has been through the necessary consultation processes.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.10 ADOPTION OF REVISED 2025-2029 CORPORATE PLAN UPDATES FOR 2025-26

Author: Chief Executive Officer
25/44016

PURPOSE

The Council corporate plan, being the administrative management document giving effect to the Community Plan has been updated as it is annual through the budget and business plan process.

RECOMMENDATION

That Council having reviewed the minor updates to the plan as provided at Attachment 1 and the 2025-26 strategic actions within the plan endorse the Corporate Plan 2025-2029 as updated for the 2025-26 financial year.

REPORT

The updates to the corporate plan reflect minor changes as follows:

- Updates to strategic actions that then inform the Annual Business Plan and Budget.
- Minor updates as a result of approved changes to service levels by Council in the past 12 months.
- Improved documentation of service levels as we continue to mature the organisation.

The fundamentals of the plan remain largely unchanged.

The corporate plan is not a strategic management plan it is the linking strategic and service level document between the aspiration Community Plan and the Annual Business Plan and Budget of Council. It is consulted the administrative four year rolling plan for implementation of Councils Community Plan and directions and is considered a best practice plan and provides significant understanding of council endorsed service levels. It is complimented by many other plans like the Infrastructure and Asset Management Plan and Community Land Management Plans for instance which also have service level standards embedded in them.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Corporate Plan 2025-2029 - 2025-2026 Financial Year Revision

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS13 Strategic/Legislative Planning and Reporting - Provision of organisational performance report (outcomes), activity report (outputs), a range of statutory reporting (e.g. public health, tax, superannuation), financial reporting. Transparency and accountability regarding Council activity and expenditure provided

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

No significant changes other than minor changes to service levels approved by Council in past year and improved documentation of service levels.

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

No changes impacting this area of risk not already known.

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

No changes impacting this area of risk not already known.

4. PEOPLE
Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

No changes impacting this area of risk not already known.

5. REPUTATION
Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key

stakeholders, other levels of government and its own employees and contractors.

No changes impacting this area of risk not already known.

COMMUNITY ENGAGEMENT

Not required or recommended, the fundamental basis of the plan is the Community Plan, and this plan was also provided as part of the consultation undertaken in 2024 as part of the four yearly review if strategic management plans. Further the strategic actions that are updated annual were consulted upon under the Annual Business Plan and Budget 2025-26 consultation which concluded on 6 June 2025 and is the subject of a report elsewhere in the June ordinary Council meeting agenda.

TheBarossaCouncil
CORPORATE PLAN
2025 to 2029
2025-2026 Revision

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ACKNOWLEDGEMENT OF COUNTRY

The Barossa Council recognises and pays respect the traditional owners of the lands that The Barossa Council spans – the lands of the Ngadjuri, Peramangk and Kaurna people. The Barossa Council acknowledges that the spiritual, social, cultural and economic practices of the Ngadjuri, Peramangk and Kaurna peoples come from their traditional lands and waters. As the traditional custodians of these lands, they maintain their cultural heritage and beliefs, languages and laws which are of ongoing importance.

We acknowledge the Ngadjuri, Kaurna and Peramangk Nations have made, and continue to make, a unique and irreplaceable contribution to the Barossa region.

INTRODUCTION

The Barossa Council is pleased to present the Corporate Plan for 2024 to 2028. The Corporate Plan is reviewed annually to encompass service level changes and to update strategic actions.

The purpose of the Corporate Plan is to guide how as an administration we will conduct business, services, and activities to deliver on the long-term vision, values and aspirations as outlined in the Barossa Community Plan.

The Corporate Plan sets out Councils short to medium term objectives and connects our on-ground operations to our operational strategic directions.

The Corporate Plan primarily reflects internal responsibilities identified within the Community Plan. Initiatives arising from the Community Plan where Council has a role as an advocate or supporting stakeholder may be excluded from the Corporate Plan due to their discretionary nature.

The Corporate Plan connects to other relevant internal and external documents in a coordinated approach and delivers accountability targets for Council and the community to measure performance.

COMMUNITY PLAN

VISION

To create a vibrant and growing community where people support one another and come together to have fun and foster a sense of belonging, community spirit and connection to the Barossa.

MISSION

Our mission as shared custodians of the Barossa is to cultivate an identity that celebrates diversity, embraces inclusivity and promotes a prosperous future. We strive to be prepared and take a planned and thoughtful approach to building our future, one that is welcoming to all.

VALUES

Pride:

We take pride in building strong communities in alignment with our environmental, social and governance framework.

Courageous Leadership:

We value courageous leadership by being visionary, bold and innovative and taking proactive and positive action.

Community Spirit:

We value our people and their cultural heritage, our landscapes and vistas, our food and wine, and our unique character.

Inclusiveness:

We value diversity of people, inclusion, accessibility, and tolerance.

STAFF VISION

Our service uplifts our community.

STAFF VALUES

Inclusive:

We approach our work with a collaborative and respectful mindset.

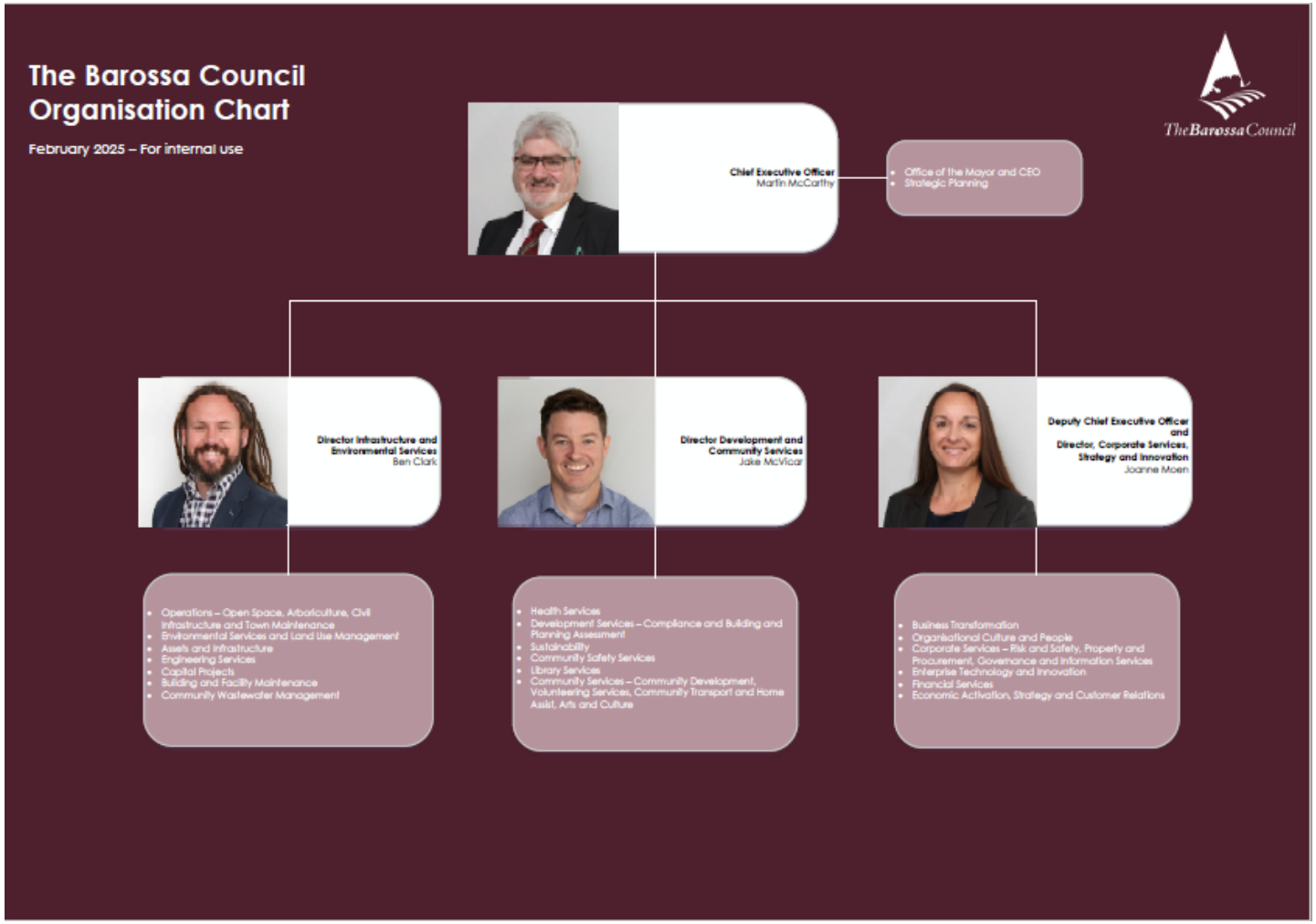
Progressive:

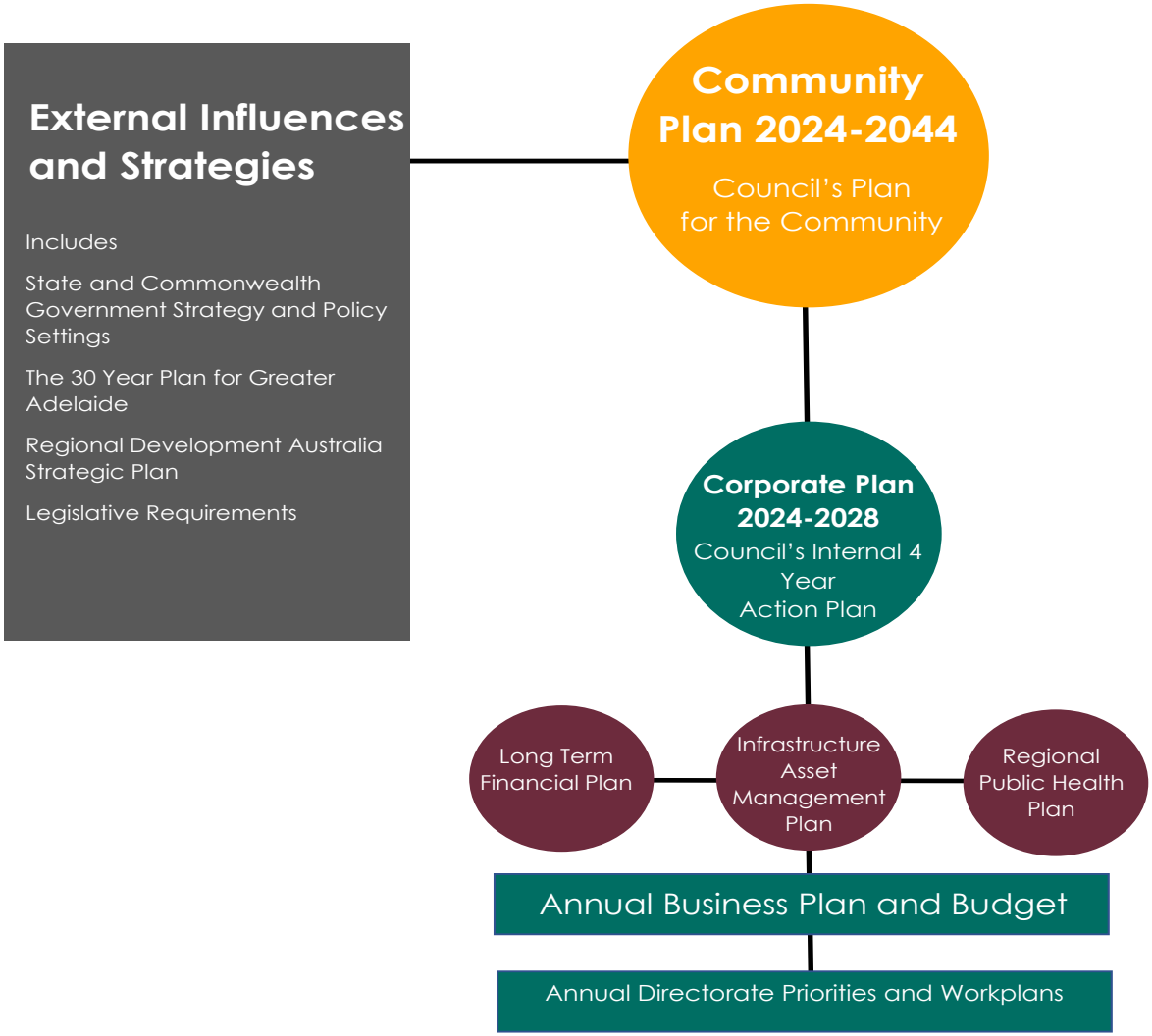
We show curiosity and explore sustainable and innovative ways of working.

Resilient:

We are receptive and responsive to growth and change.

ORGANISATIONAL OVERVIEW AND PLANNING FRAMEWORK




External Influences and Strategies
Includes
State and Commonwealth Government Strategy and Policy Settings
The 30 Year Plan for Greater Adelaide
Regional Development Australia Strategic Plan
Legislative Requirements
Community Plan 2024-2044
Council's Plan for the Community
Corporate Plan 2024-2028
Council's Internal 4 Year Action Plan
Long Term Financial Plan
Infrastructure Asset Management Plan
Regional Public Health Plan
Annual Business Plan and Budget
Annual Directorate Priorities and Workplans

COUNCIL SERVICES

Animals
Arts and Culture
Assets
Caravan Parks
Cemeteries
Community
Community Emergency, Hazard Planning and Management
Compliance, Monitoring and Enforcement
Customers
Economic Development
Events
Facility and Community Land
Fire Prevention
Heritage
Land Use and Development
Libraries
Natural Resources
Public Health
Social Inclusion
Tourism
Volunteers
Waste and Resource Recovery

Service Area	**CS1 - ANIMALS**
Service Activity	Management of animal issues including; attacks, harassment, complaints, lost companion animals, registration, cage hire and collection, wandering animals and breeders and education.
Service Delivery	Internal, External, Contractors
Community Plan Link – Our Environmental, Social and Governance Foundation	 Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.
Legislative Responsibility	Dog and Cat Management Act 1995 Animal Welfare Act 1985 Expiation of Offences Act 1996 Local Government Act 1999 Local Nuisance and Litter Control Act 2016 Council By-law 5 – Dogs Council By-law 6 – Cats

Strategic Action	Responsible	Due Date	Budget
CS1-7 Undertake review of Animal Management Plan	Health and Community Safety	December 2027	Operating
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Dog Control			

Undertake dog control in line with Dog and Cat Management Plan	• Investigations undertaken in line with Council's Enforcement Policy
	• Limit on Dog Numbers:
	  o 2 dogs in any dwelling in a township
	  o 1 dog in any small dwelling in a township
	  o 3 dogs in any dwelling outside a township
	• Customer Request acknowledgement within 1 business day
	• Dogs wandering at large investigations undertaken within 3 business days
	• Excessive barking investigations undertaken within 5 business days
	• Dog attacks and harassment investigations undertaken within 5 business days
	• Identified animals returned to owners within 1 day
	• Excess dog applications assessed within 4 weeks
		Yes	Community Safety

Output 2 – Cat Control			
Undertake cat control in line with Dog and Cat Management Plan	• Investigations undertaken in line with Council's Enforcement Policy • Limit on Cat Numbers: o 2 cats over 6 months in age in any premises (except within approved kennels, pet shops, veterinary practices) • Customer Request acknowledgement within 1 business day • Cat nuisance investigations undertaken within 1 week	No	Community Safety
Output 3 – Other Animal Control			
Address nuisances or hazards caused by other animals	• Customer Request acknowledgement within 1 business day • Investigations undertaken in line with Council's Enforcement Policy • Customer Request investigations undertaken to within 5 business days	No	Community Safety

Operational Plans	*Action Reference*
Dog and Cat Management Plan (DCMP)	All
Regional Public Health Plan (RPHP)	9.2

Service Area ## CS2 - ART AND CULTURE

Service Activity Organising and facilitating the Barossa Regional Gallery, arts, culture and events

Service Delivery Internal, Partnerships, Funding bodies

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Legislative Responsibility Local Government Act 1999

Strategic Action.	Responsible	Due Date	Budget
CS2-1 and CS14-1 Support the build and prepare for commissioning of the new creative industries centre and enact the approved strategic and operational plans including retention of local history and heritage.	Community Services Library Services	June 2025	Operating and Capital
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Barossa Regional Gallery			
Provide opportunities to engage with arts culture heritage and music	• Open Daily 11am – 4pm • Regional Gallery Exhibition support: 6 to 10 exhibitions per year • Coordinate Exhibition Openings and promotional collateral: every 8 weeks • Adult's Creative Workshops: 2 to 3 per year • Children's Creative Workshops: 4 to 5 per year • Events, Concerts or Performances: 4 to 5 per year • Tours and school groups: 4 to 5 per year • Activities to compliment exhibitions: 2 – 3 a year • Process venue applications and approvals: decision within 8 weeks • Coordinate bookings and events via calendar: new information updated within 10 business days • Respond to customer enquires	No	Gallery and Creative Industries
Maintain and exhibit the Barossa Vintage Festival Art Collection	• Exhibit 1 per year	No	Gallery and Creative Industries
Manage finances for the Barossa Regional Gallery including the Gallery Shop outlet	• Open Daily 11am – 4pm • Monthly reporting • Six monthly stocktake undertaken • All finances are reconciled and banked weekly • Source, promote and stock local artists (65% local and 35% Australian) • Consignment paperwork completed within 5 business days	No	Gallery and Creative Industries
Output 2 – Arts, Music and Cultural Capacity Building / Advocacy / Facilitation			
Develop an implementation plan for the Live Music Strategy	• Action plan and associated budget endorsed by Council	No	Gallery and Creative Industries
Deliver arts projects either independently or in partnership	• 2 to 3 Projects per annum	No	Gallery and Creative Industries

Service Action	Service Standard	Critical Service	Responsible
Advocate for and encourage services and resources that build capacity of local creative industry and culturally enrich the community.	• Maintained Arts and Culture promotion / advocacy activity • Maintained Community engagement and partnership • Maintained strong relationship with state government art bodies as well as local community groups and businesses in relation to creative industries • Attendance at community network meetings • Participate in sector networking via distribution of Gallery programming to local organisations, individuals and libraries • Provide public programs and professional development centred in creativity and art.	No	Gallery and Creative Industries
Output 3 – Arts and Culture Tourism			
Promote arts and culture in the region	• Christmas Market: annually • Barossa Made Market: 4 times per year • Barossa Made Wares, Artisan goods and Food Pantry distribution outlet for local makers through VIC and Gallery Shop • Web/Social media content updated within 5 days of receipt of new information • Quarterly Gallery program and newsletters	No	Gallery and Creative Industries Tourism Services
Promotion and maintenance of the Barossa Sculpture Park	• Publicly accessible 24/7 • Produce flyer for distribution every 2 years	No	Gallery and Creative Industries
Provide advice to artists regarding artist opportunities and workshops	• Quarterly newsletter • Respond to arts and cultural enquiries	No	Gallery and Creative Industries
Advocate for and encourage services and resources that ensure an artistic and creative community	• Maintain strong relationship with state government art bodies • Provide public programs and professional development centred in creativity and art	No	Gallery and Creative Industries

Operational Plans	*Action Reference*
Local Economic Development Plan (LEDP)	Strategy 4, 5
Live Music Action Plan (LMAP)	All

Service Area ## CS3 - ASSETS

Service Activity Planning, construction, maintenance and operation of Council's assets (Transport, Bridges, Stormwater, Community Wastewater Management System, Community, Cultural, Recreation, Open Spaces, Trees and Vehicles)

Service Delivery Internal, Contractors, Funding bodies

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Our places and spaces enhance the liveability, retain rural and regional character and diversity of our communities.

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Legislative Responsibility Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Strategic Asset Management and Planning			
Design roads, drains, paths, cycle ways and associated infrastructure	• Assets are functional, safe and accessible • Planning considers current and future needs of the community and infrastructure is accessible to all, prioritisation and decisions are based on evidence and are consistent • Legislative requirements are met • Environmental considerations to reduce carbon footprint are considered	No	Engineering Services
Design buildings, recreational infrastructure, roads, drains, paths, cycle ways and associated infrastructure	• In accordance with adopted master plans and budgets	No	Infrastructure and Environmental Services
Output 2 – Asset Policy Development, Technical Design and Assessment			
Establish a set of guidelines for the management of Council's assets	• Council's assets are managed to meet the required service levels in the most cost-effective manner for present and future customers •	No	Strategic Assets
Output 3 – Asset Renewal, Upgrade and Disposal			
Manage Street light installation requests	• Requests responded to within nominated timeframe	No	Engineering Services
Construct and maintain community infrastructure assets	• Condition assessment audits regularly undertaken • Intervention levels based on condition rating 3 – fair • Projects delivered to agreed budget and timeframe	No	Capital Projects Infrastructure and Environmental Operations
Construct buildings, recreational infrastructure, roads, drains, paths, cycle ways and associated infrastructure	• In accordance with adopted master plans and budgets	No	

Service Action	Service Standard	Critical Service	Responsible
			Capital Projects Infrastructure and Environmental Operations
Output 4 – Asset Maintenance and Operations: Facilities			
Manage street light maintenance request	• Requests responded to within nominated timeframe	Yes	Infrastructure and Environmental Operations
Street sweeping of township main/collector roads	• Main/collector roads swept within nominated timeframe	No	Infrastructure and Environmental Operations
Manage defects liability periods and transition to business as usual operational maintenance	• In accordance with defects liability requirements and any agreed maintenance arrangement schedules	No	Infrastructure and Environmental Operations
Output 5 – Asset Maintenance and Operations: CWMS			
Operate and maintain CWMS infrastructure, including upgrade and renewal	• As per the Customer Charter – Water and Sewerage Services	Yes	Community Wastewater Management
Output 6 – Asset Maintenance and Operations: Trees			
Provide, enhance, maintain and manage streetscapes and street trees	• Undertake strategic tree audits and implement recommendations • Develop annual main street projects in consultation with business and community groups • Plant a minimum of 150 street and open space trees each year	No	Infrastructure and Environmental Operations
Output 7 – Asset Maintenance and Operations: Civil			

Service Action	Service Standard	Critical Service	Responsible
Manage and maintain all road network, footpaths and relevant work in new residential, community and industrial development	• Condition assessment audits regularly undertaken • Intervention levels based on condition rating 3 – fair	Yes	Infrastructure and Environmental Operations
Output 8 – Asset Maintenance and Operations: Open Spaces			
Provide, enhance, maintain and manage open space and playgrounds	• Playgrounds to be managed in accordance with Australian Standards • Customer requests are resolved within nominated timeframes	No	Infrastructure and Environmental Operations
Mow turf areas within Open Spaces and Recreational Grounds	• Category 1 - Irrigated lawns in regional parks, civic centres, o Approximately 37 cuts per year o Within Standard: 30mm - 75mm height (Summer) 40mm-75mm height (Winter) o Out of Standard: > 75mm height o Response time – 10 working days • Category 2 - Irrigated neighbourhood parks o Approximately 26 cuts per year o Within Standard: 30mm - 90mm height (Summer) 40mm-90mm height (Winter) o Out of Standard: > 90mm height o Response time – 15 working days • Category 3 - Non-irrigated neighbourhood reserves o Approximately 14 cuts per year when actively growing. o Within Standard: 30mm - 100mm height (Summer) 40mm-100mm height (Winter) o Out of Standard: > 100mm height o Response time – 15 working days • Category 4 - Non-irrigated district parks Approximately 9 cuts per year when actively growing o Within Standard: 50 mm - 150mm height o Out of Standard: > 150mm height o Response time – 20 working days • Category 5 - Rural Reserves o Approximately 3- 4 cuts per year when actively growing o Within Standard: 150mm - 500mm height o Out of Standard: > 500mm height	No	Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
	○ Response time – 30 working days • Sports Fields (A) ○ Within Standard: 15mm - 20mm height (Summer) 35mm-35mm height (Winter) ○ Out of Standard: > when exceeds maximum height range dependant on season. ○ Response time – 5 working days (weather dependant) • Sports Fields (B) ○ Within Standard: 20mm - 25mm height (Summer) 35mm-40mm height (Winter) ○ Out of Standard: > when exceeds maximum height range dependant on season ○ Response time – 5 working days (weather dependant)		
Output 9 – Asset Maintenance and Operations: Quarry			
Raise and crush quarry rubble	• Rubble meets specification and required quantities to meet annual works programs	No	Infrastructure and Environmental Operations
Output 10 – Fleet Management and Operations			
Manage Council's vehicle, plant and machinery fleet	• Asset acquisition and disposal as per policies • Schedule maintenance is undertaken at defined intervention points • Plant utilisation continually reviewed and actions implemented	No	Strategic Assets Infrastructure and Environmental Operations

Operational Plans	*Action Reference*
Community Land Management Plan (CLMP) o Plan 1 - Council Reserves and Gardens – Developed o Plan 2 - Council Reserves and Gardens – Undeveloped or with Minor Improvements o Plan 3 - Recreation Reserves o Plan 4 - Institutes and Community Halls	All

Operational Plans	*Action Reference*
o Plan 5 - Car Park Land	
o Plan 7 - Established Trails, Bikeways and Walkways	
Infrastructure and Asset Management Plan (IAMP)	All
Local Economic Development Plan (LEDP)	Strategy 1
Regional Public Health Plan	5.1, 12.1

Service Area ## CS4 - CARAVAN PARKS

Service Activity Management of caravan parks, including maintenance, enquiries and bookings

Service Delivery Internal, Contractors

Community Plan Link – Our Environmental, Social and Governance Foundation

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Legislative Responsibility

Local Government Act 1999
Residential Parks Act 2007
Residential Tenancies Act 2010

Strategic Action	Responsible	Due Date	Budget
CS4 – 1 Undertake a review of Caravan Park service levels, policy settings and service delivery model – carried over from 2024-2025 financial year.	Office of the Mayor and CEO	June 2026	Op
CS4 – 2 Implement approved Transition Plan for NCPA into Council operations	Office of the Mayor and CEO	June 2026	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Management and Administration			
Respond to maintenance requests	• Triage system as per Pathway priorities above	No	Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
Manage caravan parks complaints	• 1 week	No	Property and Procurement
Output 2 – Accommodation Services			
Provide Council owned caravan parks • Nuriootpa • Williamstown • Mount Pleasant • Eden Valley	Nuriootpa – • Cabins, powered sites, unpowered sites, tourist information, pool, games / meeting room - 57 multi grade cabins - 70 grassed caravan sites - 50 all-weather caravan sites - 20 grassed tent sites - 10 all weather tent sites Williamstown – • Cabins, powered sites, unpowered sites (on oval), informal dump point, tourist information - 4 cabins - 8 powered sites - flexible unpowered sites Mount Pleasant – • Powered sites, unpowered sites, dump point - Approx. 30 mix of powered and unpowered sites for caravans and tents Eden Valley – • Cabins, powered sites, unpowered sites - Approx. 30 mix of powered and unpowered sites for caravans and tents All site – • Amenities (bathrooms, laundry), camp kitchen, BBQs, playgrounds	No	Property and Procurement
Output 3 – Management and Maintenance			
Contractor (caretaker) management - Support, guide and monitor contractor performance	• As needs support provided • Annual performance review conducted	No	Property and Procurement

Operational Plans	*Action Reference*
Local Economic Development Plan (LEDP)	Strategy 1, 2, 3, 4, 5

Service Area	**CS5 - CEMETERIES**
Service Activity	The efficient and effective management and maintenance of Council cemeteries in a caring and equitable manner in line with community expectations
Service Delivery	Internal
Community Plan Link – Our Environmental, Social and Governance Foundation	Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.
Legislative Responsibility	Burial and Cremation Act 2013

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Cemetery Enquiry Management			
Manage cemetery/interment right enquiries	• In accordance with the Act and Regulations, service levels and Cemetery Management Policy	Yes	Infrastructure and Environmental Operations
Action cemetery maintenance requests	• Enter customer request and respond in nominated timeframe	Yes	Infrastructure and Environmental Directorate

Service Action	Service Standard	Critical Service	Responsible
Output 2 – Burial/Interment Management			
Provide cemeteries at: • Angaston • Eden Valley • Lyndoch • Mount Crawford • Mount Pleasant • Nuriootpa • Williamstown	Number and type of interment options offered and maintained: Angaston Cemetery • Grave – monument only, no lawn option • Children's Section • Niche Wall • Memorial Rose Garden (ashes) Nuriootpa Cemetery • Grave – lawn and monument • Children's Section • Niche Wall • Memory Garden (ashes) • RSL Lawn Section • RSL Niche Wall Eden Valley • Grave Lyndoch Cemetery • Grave – monument only – no lawn option • Niche Wall Mount Crawford • Grave Mount Pleasant • Grave – monument only – no lawn option • Niche Wall Williamstown • Grave – monument only – no lawn option • Niche Wall	Yes	Infrastructure and Environmental Directorate

Service Action	Service Standard	Critical Service	Responsible
Output 3 – Cemetery Maintenance			
Maintain cemeteries at appropriate amenity standards	• Maintain in accordance with Community Land Management Plan 6: • Regular maintenance and grounds work of lawned and/or garden areas as appropriate • Periodic maintenance inspections of fencing, toilets and cemetery infrastructure to be undertaken o Grass maintenance – monthly o Spraying/weed maintenance – monthly o Landscaping/replanting – monthly o Grave site top dressing – weekly	Yes	Infrastructure and Environmental Operations

Operational Plans	*Action Reference*
Community Land Management Plan (CLMP) o Plan 6 – Cemetery Land	All

Service Area ## CS6 - COMMUNITY

Service Activity To help the prosperity and wellbeing of the community. Including; community grants programs, planning for future community needs, support for community groups, networking and advice.

Service Delivery Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
CS6-1 Commence implementation of outcomes of the Community Development and Governance and Funding Model Framework.	Community Development	June 2026	Op

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Planning and Support (Capacity Building)			
Support the community in leveraging Council infrastructure outcomes to grow and develop their organisations, activities and events	• Regular 1:1 engagement with community groups • Provide advice and support for new sport and recreation events / initiatives • Promote funding opportunities that will improve usage of new and redeveloped facilities • Acknowledge community enquiries within 24 hours of receipt, keeping enquirer well informed until a researched response and outcome is finalised.	No	Community Development
Output 2 – Community Development Infrastructure Projects			
Implement Priority 1 Big Project work supported by community groups	• Participation in project working groups	No	
Output 3 – Community Assistance Scheme – General			
Manage general grant program through Community Assistance Scheme	• 1 funding round per annum of grants issued • Applicants must be a resident or beneficiaries must reside within the Barossa region • Applications acknowledged within 5 business days of receipt • Feedback provided by staff within 2 weeks of request • Acquittals requested within 12 months of awarding Grant • Prepare report on grants funded under the scheme	No	Community Development
Output 4 – Community Assistance Scheme – Youth			
Manage Youth Grant program through Community Assistance Scheme	• 1 funding round per annum of grants issued • Applicants must be a resident or beneficiaries must reside within the Barossa region • Applications acknowledged within 5 business days of receipt • Feedback provided by staff within 2 weeks of request • Acquittals requested within 12 months of awarding Grant • Prepare report on grants funded under the scheme	No	Community Development

Output 5 – Community Assistance Scheme – Heritage			
Manage Heritage Grant program through Community Assistance Scheme	• 1 funding round per annum of grants issued • Applicants must be a resident or beneficiaries must reside within the Barossa region • Applications acknowledged within 5 business days of receipt • Feedback provided by staff within 2 weeks of request • Acquittals requested within 12 months of awarding Grant • Prepare report to the CASC on grants funded under the scheme	No	Planning Services

Operational Plans	Action Reference
Local Economic Development Plan (LEDP)	Strategy 1, 2, 3, 4

Service Area ## CS7 - COMMUNITY EMERGENCY, HAZARD PLANNING AND MANAGEMENT

Service Activity Response to emergency management situations, including prevention, emergency response, recovery. Building the resilience of communities to respond to emergencies. Ensuring critical Council infrastructure and public safety is maintained at an appropriate level of service, 24 hours a day. After hours management by on-call depot officers.

Service Delivery Internal, External

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility Emergency Management Act 2004
Fire and Emergency Services Act 2005
Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Community Emergency Management Planning			
Maintain and champion the implementation of Council's Community Emergency Management Framework	• Documentation is reviewed and updated every 4 years • Community emergency training is delivered at reasonable intervals for staff unless mandated more frequently • New relevant staff receive induction upon commencement • Performance standards for self-insurance are met	No	Corporate Services
Provide community emergency management tools and templates	• Tools and templates are available to support Supervisors and Workers to implement policies, processes, standards and best practice approaches • Templates reviewed and updated within nominated timeframe following identification of new legislative requirement or opportunity for improvement	No	Corporate Services
Output 2 – Community Emergency Incident Response Operational Support			
Manage response to emergency events or public safety issues – Flood	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Install temporary flood barriers as per operating procedure • Supply plant and operators at request of incident controller (SAPOL / CFS / SES) • Minimum response time for Officer 1 to be on ground within 1 hour • Provision of engineering advice	No	Infrastructure and Environmental Operations
Manage response to emergency events or public safety issues – Fire	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Supply plant and operators at request of incident controller (SAPOL / CFS / SES) – operators will not provide frontline firefighting capacity	No	Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
	• Supply light vehicles for logistics coordination to control agency/hazard responders • Minimum response time for Officer 1 to be on ground within 1 hour		
Manage response to emergency events or public safety issues – Major Road Infrastructure Defect – traffic safety issue only	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve either temporary rectification, traffic redirection/signage or road closure • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Manage response to emergency events or public safety issues – Stormwater	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve temporary or permanent rectification of causal factors • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Manage response to emergency events or public safety issues – tree/branch obstruction – only where branch or tree obstructs Council road	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve removal of branch from roadway • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Manage reports relating to infrastructure failure/breakdown – public convenience blockage/leak/biological hazard	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve rectification of biological hazards and callout of contracted plumber to rectify blockages where appropriate • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Manage reports relating to infrastructure failure/breakdown – leaking pipes/irrigation	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve isolation or rectification of leak • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
Manage reports relating to infrastructure failure/breakdown – tree/branch obstruction – only where branch or tree obstructs Council road	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve temporary or permanent rectification • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Remove rubbish – asbestos / glass or illegally dumped refuse on Council roads	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve removal of refuse or isolation of site/engagement of contractor (asbestos) • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Remove dead animal from Council roads – Rural	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve placement of animal on the verge • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations
Remove dead animal from Council roads – Township	• 24 hour/7 day a week response • Two depot offers on call for base level after hours response • Immediate contact via Answering Adelaide and On-Call Officer • Immediate response will involve removal of animal and disposal • Minimum response time for Officer 1 to be on ground within 1 hour	No	Infrastructure and Environmental Operations

Operational Plans	Action Reference
GRFMA Strategic Plan	All
The Barossa Zone Emergency Management Plan	All
Council's Community Emergency Management Plan	All

Service Area

CS8 - COMPLIANCE, MONITORING AND ENFORCEMENT

Service Activity

Monitoring and responding to non-compliance associated with planning, building, swimming pools, fire safety, public health and safety (including hoarding, unsanitary conditions, noise, mosquitos, notifiable diseases, odour, pollution and vermin), to ensure assets and community are safe and meet minimum industry standards in accordance with legislation and relevant approvals.

Service Delivery

Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility

Food Act 2001
South Australian Public Health Act 2011
Liquor Licensing Act 1997
Local Nuisance and Litter Control Act 2016
Planning, Development and Infrastructure Act 2016
Environment, Resources and Development Court Act 1993
Expiation of Offences Act 1996
Road Traffic Act 1961
By-Law 1 – Permits and Penalties
By-Law 2 – Moveable Signs
By-Law 3 – Roads
By-Law 4 – Local Government Land
Australian Road Rules

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Monitoring and Inspection – Building and Compliance			
Inspect, investigate and enforce development compliance	• Investigations undertaken in line with Council's Enforcement Policy • Complaints acknowledged within 1 business day • Compliance investigations undertaken within 10 business days • Unauthorised swimming pools and unsafe buildings inspected within 2 business days	Yes	Compliance Services Building Services
Undertake building compliance inspections in accordance with the Building (and Swimming Pool) Inspection Policy	• Inspections undertaken in line with Council's Building Inspection Policy and Practice Directions 8 and 9 pursuant to the *Planning, Development and Infrastructure Act 2016* o 66% of Class 1 buildings inspected at least once, within 2 business days from notification o 90% of Class 2-9 buildings inspected at least once, within 2 business days from notification o 100% of swimming pools and swimming pool safety features inspected within 2 business days of notification of commencement o 100% of swimming pools and swimming pool safety features inspected within 10 business days of notification of completion.	Yes	Building Services
Output 2 – Compliance and Enforcement – Building and Planning			
Undertake compliance/appeal action, as required	• Investigations undertaken in line with Council's Enforcement Policy • Compliance actions arising in appeals successful • Assessment Manager decisions upheld • Assessment Panel decisions upheld	No	Compliance Services Planning Services

Service Action	Service Standard	Critical Service	Responsible
Output 3 – Compliance and Enforcement – Building Fire Safety			
Ensure effective building fire safety of public buildings	• Inspections carried out when: o Council requests a fire safety report on a building; o at the request of the fire authority; o when complaints are received; o an audit-based inspection is required. • Inspections prioritised as follows: 1. Complaints 2. Accommodation 2A. no prior MFS, CFS, Committee or Council knowledge or in bushfire prone area 2A1. Vulnerable patrons 2A2. Public 2B. prior MFS, CFS, Committee or Council knowledge 2B1. Vulnerable patrons 2B2. Public 3. Public Assembly Buildings 3A. with liquor license or vulnerable patrons 3B. other 4. Large Public Population / Large Fire Load 4A. Shopping centres & large / multi-storey shops 4B. Large warehouses & factories (i.e. >2000m2) 5. Aged or Disabled Independent Living 6. Other Commercial & Educational Premises	Yes	Building Services
Output 4 – Compliance and Enforcement – Road/Traffic			
Undertake actions associated with abandoned vehicles and road/traffic management issues	• Investigations undertaken in line with Council's Enforcement Policy • Customer Request acknowledgement within 1 business day • Parking complaint investigations undertaken within 10 business day • Abandoned vehicle investigations undertaken within 10 business day	No	Community Safety

Service Action	Service Standard	Critical Service	Responsible
Output 5 – Compliance and Enforcement – By-Laws			
Undertake actions in accordance with by-laws and other legislation	• Investigations undertaken in line with Council's Enforcement Policy • Customer Request acknowledgement within 1 business day • Private vegetation encroaching in a public area complaint investigations undertaken within 5 business day • Temporary event signage on public land complaint investigations undertaken within 5 business day	No	Community Safety
Output 6 – Compliance and Enforcement – Permits			
Undertake actions in associated with outdoor dining permits	• Customer Request acknowledgement within 1 business day • Footpath occupancy complaints investigated within 10 business day • Outdoor dining permits issued within 5 business day • Commercial use of footpath permits issued within 5 business day	No	Community Safety

Service Action	Service Standard	Critical Service	Responsible
Output 7 – Compliance and Enforcement – Health			
Action and investigate customer requests relating to public health standards in accordance with SA Public Health Act and associated Regulations	Complaints: • Customer Request acknowledgement within 1 business day • Notifiable diseases (not food borne) followed up within 2 days • Asbestos complaints followed up within 3 days • General health complaints followed up within 5 days Investigations: • Investigations undertaken in line with Council's Enforcement Policy • Reported hoarding investigations undertaken within 5 business days • Tattoo and body piercing investigations undertaken within 5 business days • Illegal drug manufacture investigations undertaken within 5 business days • Insanitary conditions investigations undertaken within 3 business days • Sanitary facilities investigations undertaken within 3 business days • Swimming pools – private property investigations undertaken within 5 business days • Swimming pools – community investigations undertaken within 2 business days	Yes	Health Services
Ensure registration of all high risk manufactured water systems	• Notify SA Health of high legionella count within 24 hours • Average of 2 weeks to resolve investigation	Yes	Health Services

Service Action	Service Standard	Critical Service	Responsible
Output 8 – Compliance and Enforcement – Food			
Ensure food safety and hygiene	Complaints: • Customer Request acknowledgement within 1 business day • Food complaint investigations undertaken within 2 business days Investigations: • Investigations undertaken in line with Council's Enforcement Policy • Safety drinking water – private property investigations undertaken within 2 business days • Grease trap maintenance investigations undertaken within 5 business days • Notifiable disease – food borne investigations undertaken within 2 business days	Yes	Health Services
Output 9 – Compliance and Enforcement – Local Nuisance			
Address nuisance (noise, air quality and property) complaints	• Investigations undertaken in line with Council's Enforcement Policy • Complaints acknowledged within 1 business day • Compliance investigations undertaken within 10 business days	No	Health Services Compliance Services
Output 10 – Compliance and Enforcement – Litter Control			
Address litter control complaints	• Investigations undertaken in line with Council's Enforcement Policy • Customer Request acknowledgement within 1 business day • Litter complaint investigations undertaken within 10 business day • Asbestos dumping complaint investigations undertaken within 1 day	Yes	Community Safety Health Services Infrastructure and Environmental Operations

Operational Plans	Action Reference
Regional Public Health Plan (RPHP)	9.2
Regional Waste Management Plan (RWMP)	1.21, 1.22, 1.23, 1.24, 1.25, 1.26

Service Area	**CS9 - CUSTOMERS**
Service Activity	Providing a consistent customer experience through the provision of accurate and professional customer service.
Service Delivery	Internal, External (after hours service)
Community Plan Link – Our Environmental, Social and Governance Foundation	Our Community Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.
Legislative Responsibility	Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Customer Request Management			
Provide face to face customer service	• Percentage of time Customer Support available during nominated opening hours	Yes	Customer Experience Library Services Barossa VIC
Provide telephone customer service channel	• Call answered within 3 rings. Voicemail after 40 seconds during business hours • After hours call to live service - Answering Adelaide 5pm – 9am unless otherwise arranged	Yes	Customer Experience Barossa VIC
Provide electronic customer service channel (email / social media)	• Percentage of data entered within nominated timeframe • Reply/acknowledgement within two business days	No	Customer Experience Barossa VIC
Request entry - customer Request Management (CRM) System	• Percentage of data entered within nominated timeframe	No	Customer Experience
Request follow up and advice to Customer	• Percentage of customers with an unresolved customer request contacted regarding the status of their request	Yes	Customer Experience
Output 2 – Customer Relationship Management - External			
Acknowledgement of customers	• Guest greeted and Officer contacted within 3 minutes of presentation at counter when no line-up	No	Customer Experience
Coordinate public information - registers, agendas, minutes, plans, consultations, tender responses etc.	• Daily update of information as required	No	Customer Experience
Process deliveries	• Deliveries processed within 15 minutes of receipt when no line up	No	Customer Experience

Service Action	Service Standard	Critical Service	Responsible
Maintain fact sheets and brochures	• Information updated bi-weekly in conjunction with other business units within the organisation	No	Customer Experience Barossa VIC
Dispatch new residents' letters	• Information collated and emailed to Customer Support from Rates on a monthly cycle	No	Customer Experience
Output 3 – Customer Relationship Management – Internal			
Purchase stationery - all of Council, printing envelopes	• Stationery orders processed fortnightly or when required. Printing orders bi-annually	No	Customer Experience
Manage staff uniform purchasing	• Annual purchase	No	Customer Experience

Operational Plans	Action Reference
Nil	

Service Area ## CS10 - ECONOMIC DEVELOPMENT

Service Activity Facilitating the economic well-being and quality of life of local businesses and the community.

Service Delivery Internal, Partnerships, Funding bodies

Community Plan Link – Our Environmental, Social and Governance Foundation

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Legislative Responsibility Nil

Strategic Action	Responsible	Due Date	Budget
CS10-1 Continue to partner with industry to achieve a long term sustainable water supply and security to the Barossa (see CS17-1).	Office of the Mayor and CEO and Directorate of Corporate Service, Strategy and Innovation	Ongoing	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Economic Development			
Maximise local, regional and state employment and economic benefits through utilisation of industry participation and evaluation initiatives aimed at benefiting our suppliers	• Standard templates include industry participation assessment criteria	No	Procurement

Service Action	Service Standard	Critical Service	Responsible
Develop and implement long term The Big Project to grow existing and new opportunities in sport and recreation tourism, arts and culture industry and tourism generally	• Masterplans developed for each in-scope project • Implementation plans agreed and implemented from 2018 -2033	No	Community Development Strategic Assets Capital Projects Corporate Services
Pursue and support projects and events either directly or indirectly that build economic outcome and are consistent with the principlesof Brand Barossa	• Projects assessed on a case by case basis • Senior Officer support provided based on economic growth to community	No	Economic Activation and Events
Output 2 – Strategy, Industry Support and Advice			
Provide advice and support for small business in competing for local government contracts	• Tendering guide available via website • Supplier information sessions held prior to release of panel tenders	No	Procurement RDA Barossa Funding Agreement
Establish and maintain standing offer supplier panels for key categories of outsourced Council services	• Three panels maintained either through LG Procurement or other mechisms	No	Procurement RDA Barossa Funding Agreement
Support industry accreditation and reward programs	• Annual funding provided to RDA Barossa • In-kind and advocacy support provided to industry groups	No	RDA Barossa Funding Agreement
Maintain ongoing sister city relationships and associated program with partner cities	• Develop annual program of activities and commitments with each formal sister city	No	Office of the Mayor and CEO

Operational Plans	Action Reference
Local Economic Development Plan	Strategies -All
Regional Public Health Plan	11.1, 11.2, 11.3,

Service Area ## CS11 – EVENTS

Service Activity Management of internal and external events, including planning and execution. Supporting community and economic development focused events throughout the region.

Service Delivery Internal, Partnerships

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to reasonable services and infrastructure they need and feel a sense of belonging.

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Legislative Responsibility
Local Government Act 1999
Work Health Safety Act 2012
Major Events Act

Strategic Action	Responsible	Due Date	Budget
CS11 – 1 Develop and identify market positioning for large event attraction based on Brand Barossa and infrastructure investment opportunities.	Event Team	June 2026	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Events delivery – External			
Provide ongoing event management support and activation for community partners	• Major events run by external organisations and supported by Council: o Tour Down Under (annually) o Vintage Festival (biannually) o Barossa Made Markets (quarterly) • Support Gather Round 2026 subject to continuation of event in Barossa.	No	Office of the Mayor and CEO Customer Experience Tourism Services
Provide ad hoc event management	• As required	No	All
Processing of applications for external event management support	• Assessed with 5 business days of receiving the application	No	Events Team
Facilitate traffic management arrangements and advise affected stakeholders	• Assessed with 5 business days of receiving the application	No	Infrastructure and Environmental Operations Customer Experience Events Team
Coordinate provision of required waste management assets (bins/toilets) for community events	• As required	No	Infrastructure and Environmental Operations
Implement traffic management / road closure arrangements	• As required • Road closure applications to be received 3 months prior to the event • Traffic management applications assessed based on individual requirements	No	Infrastructure and Environmental Operations
Provide planning activities and approval guidance/advice	• Requests for support acknowledged within 10 days • Advice turnaround within 10 days • Approval turnaround post 100% information provided within 5 days	No	Events Team

Service Action	Service Standard	Critical Service	Responsible
Carry out statutory inspections (health, traffic, by-laws, parking, safe work)	• Random events inspected • Investigations undertaken in line with Council's Enforcement Policy	No	Community Safety Community Safety
Output 2 – Events delivery – Internal			
Provide support for major/regional community, heritage and tourism events	• Barossa Bushgardens Open Day (annually) • Reconciliation Week (annually) • NAIDOC Week (annually) • Australia Day Breakfast (annually) • Adornment (annually) • Barossa History Fair (annually) • National Volunteers Week (annually) • Citizenship Ceremonies (as required)	No	Customer Experience Community Development Infrastructure and Environmental Operations Library Services Tourism Services Office of the Mayor and CEO

Operational Plans	Action Reference
Local Economic Development Plan	Strategies – Competitive, Partnerships, Set up for Growth, New Economic Opportunities

Service Area

CS12 - FACILITY AND COMMUNITY LAND

Service Activity

The management of Council buildings and property, including; facilities maintenance and occupancy (users and hirers) agreements or permits to ensure we have safe, accessible, fit for purpose and well managed community facilities, office spaces and community land.

Service Delivery

Internal, Contractors

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to reasonable services and infrastructure they need and feel a sense of belonging.

Our places and spaces enhance the liveability, unique character and diversity of our communities.

Legislative Responsibility

Crown Land Management Act 2009
Native Vegetation Act 1991
Local Government Act 1999
Liquor Licensing Act 1997
Food Act 2001
Land and Business (Sale and Conveyancing) 1994
Community Titles Act 1996
Planning, Development and Infrastructure Act 2016
Disability Discrimination Act 1992
South Australian Public Health Act 2011
Building Code of Australia

Strategic Action	Responsible	Due Date	Budget
CS12-1 Review the requirements for an electronic bookings management system and provide recommendation for future improvements – carried forward from 2024-25	Customer Experience	June 2025	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Management: Community Land Register			
Develop and review Community Facility Masterplans	• Plans reviewed every 4 years where required	No	Community Development
Maintain Community Land Register	• Register updated quarterly • New parcels added to register as required	No	Corporate Governance and Information Services Property and Procurement Financial Services Strategic Assets
Provide guidance on the classification of community land as part of land division proposals	• New land parcels appropriate classified, as required	No	Development Services

Output 2 – Management: Lease and Licenses			
Negotiate, determine shared or exclusive usage, document and manage	• Lease and licenses executed to define usage, requirements and obligations	No	Property
Output 3 – Management: Service Agreements			
Negotiate, determine shared or exclusive usage, document and manage	• Service agreements executed to define usage, requirements and obligations	No	Property
Output 4 – Facility Availability and Bookings			
Activate the use of Council facilities, parks, gardens and sporting fields for ad hoc hiring (permit).	• Promote the availability of Council facilities, parks, gardens and sporting fields for ad hoc hiring	No	Customer Experience
Coordinate bookings of Council facilities, parks, gardens and sporting fields for ad hoc hiring (permit).	• Manage enquiries • Liaise with external stakeholders	No	Customer Experience
Process Permit requests for ad hoc hiring	• Applications assessed within 5 business days • Notify applicants of outcome of application • Update Pathway Bookings Module • Coordinate payment • Contact key stakeholders regarding set up of facility as required • Post inspections as required	No	Customer Experience

Output 5 – Management and Maintenance: Sports Fields			
Coordinate planned buildings and structure maintenance	• Planned maintenance carried out per Asset Management Plans and 10-year maintenance plan	No	Strategic AssetsInfrastructure and Environmental Operations
Conduct periodic condition assessment to determine 10-year maintenance plan	• Periodic condition assessment completed every 4 years	No	Strategic Assets Infrastructure and Environmental Operations
Conduct scheduled site visits to identify reactive maintenance requirements	• Quarterly site visits conducted or as issues reported • Triage system as per Pathway priorities above	No	Strategic Assets Infrastructure and Environmental Operations
Actively engage community committee, volunteer groups and volunteers to provide advice on repair and maintenance, associated budgets, new initiative requests and facility occupancy	• Proactive and as per Request for Service Policy	No	Strategic Assets Infrastructure and Environmental Operations Property Community Development Customer Experience

Service Action	Service Standard	Critical Service	Responsible
Facilitate New Asset Proposals through New Initiative process	• Generally assessed during budget process and ad hoc during year	No	Strategic Assets Infrastructure and Environmental Operations Property
Facilitate upgrades/new facilities assets	• Renewal and upgrade / new asset projects identified via New Initiative or Asset Management Plans	No	Strategic Assets Infrastructure and Environmental Operations
Renew existing assets at an optimum time in their lifecycle	• Accurate budgeting and full expenditure of allocated budgets • Community satisfaction	No	Strategic Assets Infrastructure and Environmental Operations
Identify planned works that require replacement as part of periodic inspection	• Planned renewal works	No	Strategic Assets Infrastructure and Environmental Operations
Output 6 – Management and Maintenance: Indoor Facility			
Coordinate planned buildings and structure maintenance	• Planned maintenance carried out per Asset Management Plans and 10-year maintenance plan	No	Strategic Assets Infrastructure and Environmental Operations
Conduct periodic condition assessment to determine 10-year maintenance plan	• Periodic condition assessment completed every 4 years	No	Strategic Assets Infrastructure and Environmental Operations
Conduct scheduled site visits to identify reactive maintenance requirements	• Quarterly site visits conducted or as issues reported • Triage system as per Pathway priorities above	No	Strategic Assets Infrastructure and Environmental Operations
Actively engage community committees, volunteer groups and volunteers to identify future use requirements of the facility.	• Proactive and as per Request for Service Policy	No	Strategic Assets Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
			Property Community Development
Facilitate New Asset Proposal through New Initiative process	• Generally assessed during budget process and ad hoc during year	No	Strategic Assets Infrastructure and Environmental Operations Property
Facilitate upgrades/new facilities assets	• Renewal and upgrade / new asset projects identified via New Initiative or Asset Management Plans	No	Strategic Assets Infrastructure and Environmental Operations
Renew existing assets at an optimum time in their lifecycle	• Accurate budgeting and full expenditure of allocated budgets- • Community satisfaction	No	Strategic Assets Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
Identify planned works that require replacement as part of periodic inspection	• Planned renewal works	No	Strategic Assets Infrastructure and Environmental Operations
Output 7 – Management and Maintenance: Aquatic Facility			
Coordinate planned buildings and structure maintenance	• Planned maintenance carried out per Asset Management Plans and 10-year maintenance plan	No	Strategic Assets Infrastructure and Environmental Operations
Conduct periodic condition assessment to determine 10-year maintenance plan	• Periodic condition assessment completed every 4 years	No	Strategic Assets Infrastructure and Environmental Operations
Conduct scheduled site visits to identify reactive maintenance requirements	• Quarterly site visits conducted or as issues reported • Triage system as per Pathway priorities above	No	Strategic Assets Infrastructure and Environmental Operations
Actively engage community committees, volunteer groups and volunteers to identify future use requirements	• Proactive and as per Request for Service Policy	No	Strategic Assets Infrastructure and Environmental Operations Property Community Development
Facilitate New Asset Proposal through New Initiative process	• Generally assessed during budget process and ad hoc during year	No	Strategic Assets Infrastructure and Environmental Operations Property and Procurement

Service Action	Service Standard	Critical Service	Responsible
Facilitate upgrades/new facilities assets	• Renewal and upgrade / new asset projects identified via New Initiative or Asset Management Plans	No	Strategic Assets Infrastructure and Environmental Operations
Renew existing assets at an optimum time in their lifecycle	• Accurate budgeting and full expenditure of allocated budgets • Community satisfaction	No	Strategic Assets Infrastructure and Environmental Operations
Identify planned works that require replacement as part of periodic inspection	• Planned renewal works	No	Strategic Assets Infrastructure and Environmental Operations

Operational Plans	Action Reference
Community Land Management Plan (CLMP) o Plan 4 - Institutes and Community Halls o Plan 5 - Car Park Land o Plan 8 - Talunga Village	All
Regional Public Health Plan (RPHP)	7.1

Service Area **CS13 - FIRE PREVENTION**

Service Activity Fire prevention activities including; issuing fire prevention notices and working with fire agencies to reduce fire risks.

Service Delivery Internal, Contractors

Community Plan Link – Our Environmental, Social and Governance Foundation

Our Community

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility Native Vegetation Act 1991
Fire and Emergency Services Act 2005

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Management and assessment of fuel loads on private land			
Undertake actions in reducing fuel loads on private land	• Audit of townships and identified areas for excessive fuel loads prior to, and during Fire Danger Season • Reports of excessive vegetation investigations undertaken within 10 business day • Notices followed up within 4 weeks of issue	Yes	Community Safety

Service Action	Service Standard	Critical Service	Responsible
Output 2 – Management of use of fire and high-risk activities			
Assess requests for permits for high-risk activities during the fire danger season.	• Permit applications assessed within 10 business day • Permits issued in accordance with Fire and Emergency Services Act 2025 and CFS Policy and guidelines	Yes	Community Safety
Output 3 – Information and advice: Property preparedness			
Provide information and advice to property owners and agencies	• Provide information, advice and educational material, including signage, electronic and printed media • Provide information and advice to property owners in identified risk areas • Undertake fuel curing and loading reporting to CFS	Yes	Community Safety

Operational Plans	Action Reference
Community Land Management Plan (CLMP) o Plan 7 - Established Trails, Bikeways and Walkways	All
Roadside Vegetation Management Plan (RVMP)	All
Regional Public Health Plan (RPHP)	7.2

Service Area **CS14 - HERITAGE**

Service Activity Ensuring the heritage of the Barossa is recorded and available to the community to access. Support of the heritage network (museums, historical societies).

Service Delivery Internal, Volunteers

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility
Aboriginal Heritage Act 1988
Heritage Places Act 1993
Character Preservation (Barossa Valley) Act 2012

Strategic Action	Responsible	Due Date	Budget
CS2-1 and CS14-1 Support the build and prepare for commissioning of the new creative industries centre and enact the approved strategic and operational plans including retention of local history and heritage.	Community Services Library Services	June 2025	Operating and Capital
CS14-2 Development of Disaster Management Plan for Library and Gallery collections	Community Services Library Services	July 2025	Operating
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Heritage Strategy			
Support the history and culture of the Barossa and its people	• Implementation of the *Barossa Regional Heritage Strategy 2021-2025* actions within agreed timeframes (subject to resourcing)	No	Library Services
Output 2 – Heritage Advice and Promotion			
Raise awareness and encourage involvement in the preservation of local heritage	• Promote and celebrate *Barossa Heritage* through: Heritage Map, Barossa Heritage Facebook Page, and event participation. • Facilitate community access to historical records, archives and online databases and resources • Advice and support for local heritage groups, including membership and provision of secretary support for the Barossa Regional Heritage Network and coordination of educational workshops • Provide local and family history reference services including two history help 1:1 sessions available per week: Requests responded within 14 days • Develop and deliver quarterly local or family history educational workshops •	No	Library Services
Output 3 – Historical Records Management			
Preservation of historical artefacts	• Manage Gallery and Tanunda Soldier Memorial archives • Manage Local History collection • Manage Barossa Vintage Festival Archive • Ongoing digitising of records, photographs etc	No	Gallery and Creative Industries Library Services

Operational Plans	Action Reference
Community Land Management Plan (CLMP) o Plan 4 - Institutes and Community Halls	All

Service Area

CS15 - LAND USE AND DEVELOPMENT

Service Activity

Assessment of development applications for construction, alteration or demolition of buildings, and the division of land and changes in land use. Undertaking strategic land use planning and policy amendments that enable sustainable development and the optimal use of available resources.

Service Delivery

Internal, External, Contractors

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Supporting a sustainable Barossa.

Our places and spaces enhance the liveability, unique character and diversity of our communities.

Legislative Responsibility

Character Preservation (Barossa Valley) Act 2012
Community Titles Act 1996

Environment Protection Act 1993
Heritage Places Act 1993
Housing Improvement Act 2016
Planning, Development and Infrastucture Act 2016
Urban Renewal Act 1995

Strategic Action	Responsible	Due Date	Budget
CS15-1 Commence implementation of endorsed priorities and resourcing needs as agreed Growth and Infrastructure Investment Strategy actions commencing with employment land provision needs in 2025-26.	Planning Services	June 2026	Op
CS15-2 Commence implementation of planning, infrastructure, land division and operational needs to support Concordia Growth Area.	Planning Services	June 2026	Op
CS15-3 Continue to advocate to implementation of the outcomes of the Strategic Directions Review of the Barossa Character District Overlay Code Amendment	Planning Services	December 2025	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Advice and Assessment: Planning, Building and Heritage			
Provide advice and undertake efficient and effective planning, building and heritage assessment in line with Planning, Development and Infrastructure Act	Verification: • all applications – 5 days Planning Consent: • Deemed to satisfy – 5 days • Performance assessed – 20 days + 20-30 days if referral + 15 days if public notification + 15 days applicant response + 20 days for commission/panel decision • Land division – 60 days Building Consent: • Class 1 or 10 – 30 days • + 10 days when referred to commission • Classes 2-9 – 60 days • + 10 days when referred to commission Development Approval: • All applications – 5 days	Yes	Development Services
Output 2 – Advice and Assessment: Liquor License			
Undertake actions in accordance with liquor license applications	• Assess general liquor license applications within 5 days Assess limited license applications issued within 2 weeks	Yes	Community Safety Planning Services
Output 3 – Zone/Code Amendment/Reviews			
Provide advice and advocate for Council's policy position for land use planning	• As required	No	Planning Services

Operational Plans	Action Reference
Disability Access and Inclusion Plan (DAIP)	Theme 1 and 3
Local Economic Development Plan (LEDP)	Strategies 2
Regional Public Health Plan (RPHP)	5.2, 5.3, 7.1, 7.2

Service Area	**CS16 – LIBRARIES**
Service Activity	Provision of public library services across multiple physical branches, online and via outreach programs. This includes providing access to a physical and online collection (including speciality collections and the OneCard network); children's programs and groups; adult programs, workshops and activity groups; information and reference services; community spaces; and access to, and education in digital technology.
Service Delivery	Internal and outreach delivery, Volunteers
Community Plan Link – Our Environmental, Social and Governance Foundation	
	Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.
Legislative Responsibility	Libraries Act 1982 Copyright Act 1878

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Library Services and Spaces			
Provide inviting, inclusive public library spaces	• Provide access to library services as per nominated open hours Nuriootpa Open Mon, Tue, Thur, Fri 9-5, Wed 9-5, Sat 9.30-12.30, Closed Sun; first Wed of month open to 8pm Tanunda Open Mon, Tue, Wed, Thur, Fri 9-5, Sat 9-12 Closed Sun Mt Pleasant Open Mon, Tue, Wed, Thur, Fri 9-5 Closed 12.30-1.30 daily and Sat and Sun Lyndoch Open Mon, Tue, Wed, Thur, Fri 9-5, Sat 9-12 Closed 12.30-1.30 daily, and Sun • Provision of free library membership • Loan Time - 14, 28 Days, renewal x2 • Total Loans 100 Books, 20 DVDs, 30 Holds • Provision of E-Resources - 24 hours access online • Provision of access to PCs, Internet and Wi-Fi • Provision of photocopying, printing and laminating services for a fee • Provision of Council customer services at Mount Pleasant and Lyndoch libraries • Promote and market library services e.g. social media, physical collateral, speaking to community groups, maintenance of email list and media releases •	No	Library Services
Output 2 – Collections			
Maintain Library collection	• Manage and maintain collections , including responding to collection reports and performance data • Collection purchase requests processed monthly • Fulfill ongoing requirements of the Libraries SA OneCard Network • Provision of E-Resources via central Libraries SA subscriptions - 24 hours access online •	No	Library Services

Service Action	Service Standard	Critical Service	Responsible
Output 3 – Information and Reference Services			
Undertake enquiries and research for customers	• Requests for research responded to within 5 business days	No	Library Services
Provide access to online resources (e.g. research databases for children and adults)	• 24 hours access online via the Libraries SA network or Barossa specific subscriptions.	No	Library Services
Output 4 – Programs			
Provide early childhood programs	• Regular (four per week) in the library during school terms • Occasional (up to three per school term) in house and outreach programs as requested by the community, including to early childhood settings and groups • One early years expo (or similar) per year • Representation on the Enhance Barossa Mental Health 0-12 group	No	Library Services
Provide school aged programs	• Regular (two per week) school term program, and two per term at Mt Pleasant Library • Occasional (one to two per school term) outreach to schools and home-schooling groups as requested by the community • Workshops and events during school holidays (four to six per holiday block) • Facilitate virtual author visits (one per year) for schools, home school groups and in the library • Provide one or more Libraries SA Firstival events targeted at school age children	No	Library Services
Provide home library services	• Monthly deliveries to ≤40 clients at home and in residential care or hospital facilities	No	Library Services
Provide digital inclusion programs	• Weekly one to one help appointments (four per week, subject to volunteer availability) • Weekly group programs delivered in library or as outreach subject to volunteer availability and customer demand	No	Library Services

Service Action	Service Standard	Critical Service	Responsible
Provide adult programs, workshops and groups	• One literature experience (e.g. author event) per quarter • One or more educational/purposeful workshops per month • Facilitate the formation of community run library groups based on customer interest and requests. • Facilitate up to ten book clubs of up to ten members each • Provide virtual access to Adelaide Writers Week in each library • Provide one or more Libraries SA Firstival events targeted at adults • Hold an annual community exhibition in the library during SALA	No	Library Services

Operational Plans	Action Reference

Service Area ## CS17 - NATURAL RESOURCES

Service Activity Regional development and management of the environment (including natural resource management) to ensure the region is managed sustainably and the environment is protected and enhanced.

Service Delivery Internal, Contractors, Volunteers, Partnerships

Community Plan Link – Our Environmental, Social and Governance Foundation

Our Environment

Supporting a sustainable Barossa.

Legislative Responsibility

Crown Land Management Act 2009
Landscape South Australia Act 2019
Local Government Act 1999
National Parks and Wildlife Act 1972
Native Vegetation Act 1991

Strategic Action		Responsible	Due Date	Budget
CS17-1	Continue to partner with industry to achieve a long term sustainable water supply and security to the Barossa.	Office of the Mayor and CEO and Directorate of Corporate Services, Strategy and Innovation	Ongoing	Op

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Sustainability			
Support sustainability initiatives and programs within the region	• Delivery of agreed programs	No	Sustainability
Reduce Council operations carbon footprint	• Set and achieve target carbon management reductions	No	Sustainability
Output 2 – Land, Water and Biodiversity			
Support land, water and biodiversity initiatives and programs within the region	• Delivery of agreed programs (minimum 3)	No	Infrastructure and Environmental Operations
Output 3 – Environmental Education and Awareness			
Administer/conduct environmental education and awareness programs	• Delivery of annual work plan	No	Infrastructure and Environmental Operations
Output 4 – Bushgardens Nursery			
Provide nursery for the production and sale of native plants	• Minimum 10,000 plants and seeds propagated each season • Minimum 50% of indigenous plants provided from local seed • Seasonal collection and propagation of seeds/plants	No	Infrastructure and Environmental Operations

Operational Plans	Action Reference
Barossa Bushgardens Strategic Plan (BBSP)	Key Result Areas 1, 2
Community Land Management Plan (CLMP) o Plan 2 - Council Reserves and Gardens – Undeveloped or with Minor Improvements o Plan 3 - Recreation Reserves	All
Regional Public Health Plan (RPHP)	8.1, 8.2, 10.1
Roadside Vegetation Management Plan (RVMP)	All

Service Area **CS18 - PUBLIC HEALTH**

Service Activity Public health services seek to provide for the protection of the health of the public including; routine inspections, awareness events, subsidising online food handler training, immunisation, pests and vermin, and wastewater applications.

Service Delivery Internal, Partnerships.

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility

Environment Protection Act 1993
Food Act 2001
Housing Improvement Act 1940
Local Government Act 1999
Local Nuisance and Litter Control Act 2016
SA Public Health Act 2011
Safe Drinking Water Act 2011
National Food Safety Standards

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Immunisation Management			
Conduct Immunisation Clinics in accordance with service agreement with SA Health	• Scheduled immunisation clinics conducted • Students fully immunised • Immunisation queries followed up within 3 days • Immunisation register updated within 3 months of receipt of data	Yes	Health Services
Output 2 – Sharps Management			
Deliver and promote health and community services and facilities (i.e. sharps)	• Sharps container disposed of within 2 weeks	Yes	Health Services
Output 3 – Pest Control			
Address nuisance and environmental risk associated with animals, vermin and pest control	Complaints: • Vermin - private property investigations undertaken within 5 business days • Insects (not bees or wasps) investigations undertaken within 5 business days • Bees on Council land investigations undertaken within 3 business days • Wasp investigations undertaken within 1 business days • Wasp nests to be destroyed within two working days. • Mosquitos fo investigations undertaken within 5 business days Control: • Destruction/ removal of wasp nest undertaken within 1 business day	No	Health Services
Output 4 – Waste Water Systems			
Provide effective assessment processes and regulatory activities of wastewater applications	• Customer Request acknowledgement within 1 business day • Complaint investigations undertaken within 2 business days • Applications completed within 10 business days • Failing wastewater systems investigations undertaken within 10 business days	Yes	Health Services

Service Action	Service Standard	Critical Service	Responsible
Output 5 – Assessment and Advice: Health			
Provide public health assessment and advice to customers / small business to enable compliance with accepted public health standards, relevant legislation and practices	• Customer requests acknowledged within 1 business day	No	Health Services

Operational Plans	Action Reference
Regional Public Health Plan (RPHP)	9.1

Service Area ## CS19 - SOCIAL INCLUSION

Service Activity Advocate and work in collaboration with core service providers to ensure vulnerable people have increased access and inclusion, are connected with their community and have access to facilities and opportunities to improve their lives. Aboriginal Reconciliation support. Youth Development. Social Planning. Support for older people. Providing a broad range of sporting, recreational and leisure facilities/ services/programs at a range of facilities, parks and open space areas.

Service Delivery Internal, Partnerships

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility Disability Inclusion Act 2018
Disability Discrimination Act 1992

Strategic Action	Responsible	Due Date	Budget
CS19-1 Continue to develop ongoing relationships with Ngadjuri, Peramangk and Kaurna Nations and potential pathways for reconciliation and recognition	Community Development	Ongoing	Op

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Home Assistance			
Manage consumer requirements of the Home Assist program	• Service provided within The Barossa Council and Light Regional Council areas • Open for calls 9.00am to 5.00pm Monday to Friday • Missed calls returned within 1 business day • Process consumer referrals and registration within 5 working days of receipt • Within the guidelines of Council's Customer Service charter and the requirements of funding bodies: o Carry out consumer service reviews for Commonwealth Home Support Program consumers annually o Provide funded services to Consumers - Domestic Assistance - Social support – individual - Social support – group - Home maintenance - Home modification Serious Incident Response Scheme reporting to the Aged Care Quality and Safety Commission	Yes	Community Transport and Home Assist
Manage the contractor requirements	• Within the guidelines of Council's Contractor policies and the requirements of funding bodies: o Register, screen and induct new contractors o Review and keep updated the required screenings and licences o Process contractor payments o Carry out ongoing quality checks to the agreed timeframe o System updated within 5 days of receipt of new information	No	Community Transport and Home Assist
Manage promotion and awareness	• Within the guidelines of Council's communication policies and the requirements of funding bodies: o Create accurate and up to date promotional materials • Network and liaise with other stakeholders	No	Community Transport and Home Assist

Service Action	Service Standard	Critical Service	Responsible
Output 2 – Community Transport			
Manage the consumer requirements of the Community Transport program	• Service provided within The Barossa Council and Light Regional Council areas • Open for calls 9.00am to 5.00pm Monday to Friday • Missed calls returned within 1 business day • Service available Monday to Friday and Saturday to Sunday on a case-by-case basis • Process consumer referrals and registration within 5 working days of receipt • Access limited to number of seats and volunteer driver availability • Bookings confirmed at time of booking or within 24 hours • Consumers given 24-hour notice of booking changes • Fleet: o Vehicle Provision: 8 o Wheelchair Accessible Vehicle Hire: 1 o Bus Hire: 2 – 18 seater and 11 seater • Volunteer drivers accredited (5-year renewal) • Within the guidelines of Council's Customer Service charter and the requirements of funding bodies- o Carry out consumer service reviews for Commonwealth Home Support Program consumers annually • Serious Incident Response Scheme reporting to the Aged Care Quality and Safety Commission • Vehicles maintained and replaced (cars every four years and buses as scheduled) as per Council's replacement guidelines and schedules	Yes	Community Transport and Home Assist
Manage promotion and awareness of the Community Transport program	• Within the guidelines of Council's communication policies and the requirements of funding bodies: o Create accurate and up to date promotional materials • Network and liaise with other stakeholders	No	Community Transport and Home Assist
Contribute to the delivery of Regional 'lighthouse' project 1 - Community transport	• Participate in regional working group to develop actions	No	Community Transport and Home Assist
Output 3 – Social Planning and Advocacy			
Advocating to Commonwealth Government on impact of aged care reform policies on SA sector and providing support to home aged care sector	• As per Activity Work Plan approved by the funding body	No	Collaborative Projects

Service Action	Service Standard	Critical Service	Responsible
Advocate and collaborate with services and networks to provide resources promoting equity, access and inclusion initiatives for our community.	• Provide strategic direction and governance support in: o Reconciliation Barossa o Disability Access and Inclusion Advisory Group o Barossa Community Services NetworkZS Local Government Access and Inclusion Netwk Local Government Professionals Community Development NetMid NO o Gawler and Districts Community Services Forum o Legatus	No	Community Development
Contribute to the delivery of Regional 'lighthouse' project 1 - Community Transport	• Participate in regional working group to develop actions	No	Community Development
Lead delivery for Regional 'lighthouse' project 2 - Mental health and suicide prevention	• Lead the regional working group to develop actions	No	Community Development
Contribute to the delivery of Regional 'lighthouse' project 3 - Community participation	• Participate in regional working group to develop actions	No	Community Development
Ensure Council's plans and projects incorporate social inclusion considerations via the Disability Access and Inclusion Advisory Group	• All new project scopes will consider Social Inclusion requirements • Utilisation of the expertise of the Disability Access and Inclusion Advisory Group	No	Community Development
Work collaboratively with service providers, community groups and community members to identify gaps in assets and service provision to increase community capacity and connectedness	• Data collection and analysis to inform gaps and future needs and funding opportunities	No	Community Development
Output 4 – Social Support Groups			
Manage the funding agreement and budgetary requirements of the Social Support Groups program	• Within the guidelines of Council's financial policies and the requirements of funding bodies: o Create and manage income and expenditure budgets o Manage the funding contracts and liaison with funding bodies Manage the financial acquittals and statistical requirements of the funding contracts to the specified timeframes and schedule	No	Community Transport and Home Assist

Service Action	Service Standard	Critical Service	Responsible
Manage the asset requirements of the Social Support program	• Within the guidelines of Council's asset management policies and the requirements of funding bodies	No	Community Transport and Home Assist
Manage promotion and awareness of the Social Support Group Programs (Out and About and Men's Shed)	• Men's Shed: open Mon and Tues 9am-12 and Thurs 9am - 2 pm • Network and liaise with other stakeholders on a regular basis • Within the guidelines of Council's communication policies and the requirements of funding bodies: o Create accurate and up to date promotional materials for varying formats and audiences	No	Community Transport and Home Assist
Manage and facilitate the Bushgardens Disability Support program	• Weekly, subject to Service Agreement	No	Infrastructure and Environmental Operations
Output 5 – Regional Aged Care Sector Support and Development			
Support the development of the in-home aged care sector to enable Commonwealth Home Support Programme (CHSP) service providers to operate effectively in line with the objectives of the aged care reform	• As per Activity Work Plan approved by the funding body	No	Collaborative Projects
Deliver activities and events that promote wellbeing opportunities for older Australians	• As per Activity Work Plan approved by the funding body	No	Collaborative Projects
Output 6 – Aboriginal Reconciliation			
Continue support and facilitation of Reconciliation Barossa	• Regular meetings and reporting on activities • Delivery of NAIDOC Week and Reconciliation Week	No	Community Development
Output 7 – Youth Development			
Advocacy and advice for the rights and needs of young people in the community	• Support Drive My Future Program run by Youth Barossa o Provide financial support that allows fees to be subsidised • Young people provided a voice on Council projects and programs • Work with Wellbeing SA to identify information packs that can be distributed to youth to inform of services and support. • Develop a Youth (12-25) Roadmap • Investigate options to provide a Safe Spaces for youth within the region • Facilitate 'Be the Mayor for a Day'	No	Community Development

Service Action	Service Standard	Critical Service	Responsible
	• Develop and deliver Work Experience program in collaboration with the Secondary Schools within the region • Investigate option to reintroduce career expo in the region		
Output 8 – Sport and Recreation			
Undertake Recreation and Sport Future Needs Analysis.	• Audit of recreation and sport facilities, organisations and programs • Maintain a register of organisations and programs	No	Community Development

Operational Plans	Action Reference
Disability Access and Inclusion Plan	All
Regional Public Health Plan	6.1, 6.2, 13.1
Barossa Bushgardens Strategic Plan	KRA2 - Strategy 2, 4

Service Area ## CS21 - TOURISM

Service Activity Provision of a range of tourism services, including; managing the nationally accredited Barossa Visitor Centre, development and maintenance of tourism resources both digital and printed, customer service delivery encouraging longer stays, dispersal throughout the region, and maximising visitor yield and investment in our region, Tourism Business Support, capacity building, training, product development, marketing and events.

Service Delivery Internal, Volunteers, Partnerships

Community Plan Link – Our Environmental, Social and Governance Foundation

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Legislative Responsibility Nil

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Visitor Information and Resource Management			
Maintain operator database/register	• Returned Participation Agreements acknowledged and added to register • Number of active participation agreements	No	Barossa VIC
Create content and monitor various social media platforms	• Number of posts per week • Response times • Post engagement and reach	No	Barossa VIC
Maintain and develop information on designated Barossa.com and council website pages	• Up-to-date information • Customer satisfaction rating	No	Barossa VIC
Maintain Bookeasy system backend to ensure external facing booking facility is current and correct representation of the product/offer	• Number of operators • Information and images in operator consoles are current • Quarterly eNewsletter to Bookeasy operators	No	Barossa VIC
Produce electronic and printed collateral to enhance visitor experience	• Fact Sheets reviewed and updated monthly • Annual updates to Barossa Touring Map and town maps • Customer satisfaction rating	No	Barossa VIC
Maintain Brochure/information displays and events board (checking currency, ordering, restocking)	• Brochures ordered twice weekly or as required • Event posters and resources displayed are current	No	Barossa VIC
Support and co-ordinate privately operated Visitor Information Outlets - Nuriootpa, Angaston and Williamstown	• Outlets audited and formally contacted quarterly	No	Barossa VIC
Output 2 – Visitor Experience - Enquiries/Customer Service			
Provide accommodation, tour experience and ticket bookings	• Booking confirmation sent immediately upon payment • Refund available in accordance with each operator's cancellation policy • Number of bookings	No	Barossa VIC

Service Action	Service Standard	Critical Service	Responsible
Respond to general enquiries - face to face, telephone, email and live webchat	• Open Mon-Fri 9am-5pm, 9am-4pm Sat 10am-4pm Sun. • Number of enquiries – face to face, telephone, email and live webchat • Customer satisfaction rating 4.5 or higher	No	Barossa VIC
Oversee Customer Experience in the centre, engagement with staff, length of time spent in the centre browsing signage and displays and discovering	• Open: Mon-Fri 9am-5pm, Sat 9am-4pm, Sun: 10am-4pm • Customer satisfaction rating/Google/Trip Advisor Rating 4.5 or higher • Greater length of time spent in centre (Adequate staffing and volunteer resources to meet visitation demands	No	Barossa VIC
Provide Barossa destination product and experience knowledge and storytelling	• 6-weekly family program • Keeping up to date with industry news and changes and sharing of information	No	Barossa VIC
Manage feedback/complaint handling - Barossa region (operators, signage etc) and Visitor Experience in the VIC.	• Complaints responded to within 24 hours • Customer satisfaction rating/Google/Trip Advisor Rating	No	Barossa VIC
Output 3 – Barossa Makers - Retail Sales			
Facilitate sales transactions and product information discussions with visitors	• Open Mon-Sun 9am-5pm, 9am-4pm Sat 10am-4pm Sun. • Sales Revenue	No	Barossa VIC
Provide authentic Barossa gift shop showcasing local artists, makers and craftspeople, meeting visitor expectations and providing local suppliers with a sales outlet	• Products sold must meet retail guidelines and have Barossa connection (local made) or be branded with official Barossa Brand	No	Barossa VIC
Coordinate stock control, merchandise displays and meet the maker instore popups	• Professional well-presented displays and stocked gift shop with diverse and quality range of products	No	Barossa VIC
Facilitate Product Knowledge and Training for staff and volunteers	• Quarterly training nights and 6-weekly famil program for staff and volunteers	No	Barossa VIC

Service Action	Service Standard	Critical Service	Responsible
Output 4 – Cycle Hub Management			
Provide cycle facilities and services including bike hire, change rooms, showers, bike accessories, storage/lock-up, public toilets	• Facilities open 6am-10pm except Cycle Hire - 9am-5pm (Mon-Fri) 9am-4pm (Saturday) 10am- 5pm (Sundays)	No	Barossa VIC
Provide cycle information and maps - face to face service and brochure display in Cycle Hub	• Open Mon-Sun 9am-5pm, 9am-4pm Sat 10am-4pm Sun.	No	Barossa VIC
Output 5 – Tourism Development and capacity building			
Support and encourage new tourism experiences and product development	• One to one meeting with investors and operators • New start up Tourism businesses • Referrals to other support agencies	No	Tourism Services
Identify opportunities to encourage visitor dispersal across the Barossa region keeping visitors here longer and increased tourism spend and yield.	• Projects assessed case by case basis	No	Tourism Services
Capacity building - Provide advice and support to Tourism businesses and referrals for further expert advice	• Referrals to other support agencies • Tourism Services manager - One to one meetings with tourism operators	No	Tourism Services
Provision of Enews - industry updates, stats, trends, opportunities to all Tourism Industry Operators via enewsletter, network nights and Facebook tourism forum/group	• E-news sent fortnightly to Tourism operators • Updates posted to private industry facebook group • Bookeasy enews sent quarterly	No	Tourism Services
Develop operator relationships and product knowledge	• Familiarisation Visits conducted 6 weekly Industry workshops/ networking nights hosted annually	No	Tourism Services
Collaborate with industry stakeholders – South Australia Tourism Commission, Tourism Industry Council of SA, Barossa Australia and RDA Barossa to maximise tourism and economic benefit for the region	• Membership to TicSA • Funding agreement with Barossa Australia • Attendance at industry workshops, meetings • Participate in consultation of various projects and strategies	No	Tourism Services

Operational Plans	Action Reference
Local Economic Development Plan	Strategies – Competitive, Partnerships, Set up for Growth, New Economic Opportunities

Service Area **CS22 - VOLUNTEERS**

Service Activity Support of community volunteering through provision of the Volunteer Resource Centre. Provision of volunteer opportunities and engagement of volunteers in Council programs.

Service Delivery Internal, External

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Legislative Responsibility Volunteers Protection Act 2001

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – External Community Volunteer Support			
Support volunteers and prospective volunteers within the community via the Volunteer Resource Centre	• Variable open times - Monday to Friday, 9am-4pm. Appointments available. • Offer information about volunteer positions available within Council and the community in a variety of formats • Support volunteers and prospective volunteers to identify potential volunteer opportunities that match their interests and needs.	No	Volunteer Services

Service Action	Service Standard	Critical Service	Responsible
Support community organisations who engage volunteers via the Volunteer Resource Centre in conjunction with the shared services agreement with Light Regional Council	• Create and maintain promotional materials for advertising community volunteer positions • Refer prospective volunteers to opportunities • Offer advice to organisations about all aspects of engaging volunteers and running proactive volunteering programs • Facilitate networking and training on volunteering	No	Volunteer Services
Output 2 – Internal Volunteer support			

Support registered Council volunteers and Council volunteer supervisors	• Provide service in accordance with national standards for volunteering
	• Within the guidelines of Council's Volunteer policies and the requirements of funding bodies:
	  o Recruit, register, screen and induct new volunteers
	  o Review and keep updated the required screenings and licences
	• Support and provide Council volunteer celebrations and recognition
	• Offer advice and support to Council volunteers and supervisors
	• Write and review Council volunteer process and policy
	• Facilitate networking and training for volunteer supervisors
		No	Volunteer Services

Output 3 - Volunteering Promotion and Advocacy			
Promote and advocate for volunteering	• Promote volunteering throughout the region e.g. newspaper volunteer column • Liaise with organisations including schools and employment agencies to promote volunteering and the services of the Volunteer Resource Centre	No	Volunteer Services

Operational Plans	Action Reference
Barossa Bushgardens Strategic Plan (BBSP)	Key Result Area 3

Service Area **CS23 - WASTE AND RESOURCE RECOVERY**

Service Activity Effective recovery of materials for recycling and diversion of waste from landfill. Includes the management of the waste contract (ensuring appropriate waste collection and disposal) and operation of waste transfer station.

Service Delivery Contractors, Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

Supporting a sustainable Barossa.

Legislative Responsibility
Green Industries SA Act 2004
Local Government Act 1999
By-Law 7 – Waste Management

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Waste Collection/Disposal			
Provide a waste collection/disposal service across council	Township service • Mandatory • Weekly 140L Bin - General Waste • Fortnightly 240L Bin – Recycling • Fortnightly 240L Bin – Green Organic	Yes	Sustainability

Service Action	Service Standard	Critical Service	Responsible
	Rural service • Mandatory • Weekly 140L Bin - General Waste • Fortnightly 240L Bin – Recycling Commercial service • Optional • Weekly 140L Bin - General Waste • Fortnightly 240L Bin – Recycling • Fortnightly 240L Bin – Green Organic (townships only) Street and Reserve Litter services: • Weekly 140L Bin – General Waste • Customer request investigations undertaken within 5 business days		
Undertake a review of the Right of Renewal within the contract for Waste Management Service	• As required	Yes	Sustainability
Output 2 – Waste Education			
Provide ongoing waste education and awareness to service users	• As required	No	Sustainability
Output 3 – Waste Transfer Station Operation – Springton			
Provide domestic hard waste and green waste deposit facility	• 9am-3pm, second Saturday of each month	No	Infrastructure and Environmental Operations

Operational Plans	Action Reference
Regional Waste Management Strategy (RWMS)	All
Regional Public Health Plan (RPHP)	8.3

BUSINESS SERVICES

Business Technology

Business Improvement

Communications and Marketing

Council and Committees

Risk and Safety

Finance

Governance

Grants

Information

People and Culture

Procurement

Property and Rates

Strategic/Legislative Planning and Reporting

Service Area **BS1 - BUSINESS TECHNOLOGY**

Service Activity IT Service Management, including Operations (infrastructure, assets, applications, service desk, vendor management, security) and Business services (business analytics, Project Management Office, data analytics, dashboards)

Service Delivery Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Legislative Responsibility Nil

Strategic Action	Responsible	Due Date	Budget
BS1 – 1 Complete business case for core system replacement and commence implementation of approved outcomes.	Corporate Services, Strategy and Innovation	3 year strategy – concluding in June 2028	Op & Cap
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – ICT Service Operations			
Provide event management	• Ensure technology services are monitored, and filter/categorise events to decide on appropriate actions. Appropriate action is taken in accordance with agreed service standards	Yes	Enterprise Technology and Innovation
Provide incident management	• Manage the lifecycle of all incidents in accordance with service standards, returning IT services back to users as quickly as possible	Yes	Enterprise Technology and Innovation

Service Action	Service Standard	Critical Service	Responsible
Facilitate problem management	• Determine root cause of incidents, taking proactive measures to mitigate and reduce the likelihood of future occurrence. Problems are managed in accordance with agreed service standards	Yes	Enterprise Technology and Innovation
Fulfil requests	• Manage and fulfil "standard/BAU changes" or requests in accordance with agreed service standards (>90%)	Yes	Enterprise Technology and Innovation
Manage access	• Managing and maintaining access in accordance with defined policies and service standards	Yes	Enterprise Technology and Innovation
Provide technical management	• Ensuring the provision of resources and skills necessary to support continuing operations of IT services. Staff skills and position descriptions are regularly reviewed, and training provided in alignment with changing needs of the business	Yes	Enterprise Technology and Innovation
Provide operations control	• Execution of day-to-day and routine tasks related to the operation and security of infrastructure components and applications, including reporting, job scheduling, backup and restore activities, print and output management and routine maintenance. Operational tasks are completed in accordance with agreed policy, process and service standards	Yes	Enterprise Technology and Innovation
Provide asset management	• Managing the lifecycle of IT assets in accordance with relevant policies (Procurement, ICT Asset Management)	No	Enterprise Technology and Innovation
Manage applications	• Managing the lifecycle of IT applications and associated vendor relationships in accordance with agreed service standards	Yes	Enterprise Technology and Innovation
Provide facilities management	• Manage the physical environment where IT infrastructure is located e.g. power, cooling, building access management and environmental monitoring) in accordance with relevant policies and service standards	Yes	Enterprise Technology and Innovation
Output 2 – ICT Business Services			
Provide IT project management	• Provision of Project Management Office (PMO) capability, providing direction and oversight of IT projects. Projects delivered in line with stakeholder expectations and in	No	Enterprise Technology and Innovation

Service Action	Service Standard	Critical Service	Responsible
	accordance with relevant processes, policies and service standards		
Provide business analysis	• Provision of Business Analysis (BA) capability, translating business requirements into tangible technical outcomes, exploring opportunities for service and process improvement, and ensuring services are fit for purpose. BA delivered in line with stakeholder expectations and in accordance with relevant processes, policies and service standards	No	Enterprise Technology and Innovation
Provide data analysis	• Provision of Data Analysis (DA) capability, translating data into knowledge, building and providing data lakes, and dashboarding, and assisting with legislated reporting and audit requirements. DA delivered in line with stakeholder expectations and in accordance with relevant processes, policies and service standards	No	Enterprise Technology and Innovation

Operational Plans	Action Reference
ICT Strategy (ICTS)	All
Local Economic Development Plan (LEDP)	Strategy 1

Service Area **BS2 - BUSINESS IMPROVEMENT**

Service Activity Growing the efficiency of the processes and systems we use to deliver services and outcomes through innovation and continuous improvement

Service Delivery Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Legislative Responsibility Nil

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Continuous Improvement Framework Management			
Manage the implementation of the Continuous Improvement Framework	• Framework is reviewed and updated every 3 years	No	Business Improvement
Provide Continuous Improvement Framework tools and templates	• Tools and templates are available to support business unit process and system refinement and implementation of broader continuous improvement projects	No	Business Improvement

Service Action	Service Standard	Critical Service	Responsible
Output 2 – Continuous Improvement Project Management			
Facilitate the implementation of Continuous Improvement projects	• Projects completed within agreed milestones, budgets and outcomes	No	Business Improvement
Facilitate the implementation of Business Unit Refinement activities	• Activities completed within agreed milestones, budgets and outcomes	No	All

Operational Plans	Action Reference

Service Area

BS3 - COMMUNICATIONS AND MARKETING

Service Activity

Management of media, social media, digital communications, branding and strategy, special projects, research, corporate publications, community engagement and events. Providing advice and direction in the areas of marketing, creative and media relations to achieve an integrated approach to all internal and external communications in alignment with the strategic objectives of Council.

Community Plan Link – Our Environmental, Social and Governance Foundation

Our Community

Creating a safe and connected community where people have access to reasonable services and infrastructure they need and feel a sense of belonging.

Our Council

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Legislative Responsibility

Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – External Communication Framework Management			
Maintain, champion and moderate implementation of communication, branding, design and website policies, processes and guidelines	• Communication outputs are delivered in accordance with agreed standards • Website is maintained in accordance with agreed standards • Corporate content is branded in alignment with approved branding strategy	No	Communications and Marketing
Provide communication, branding, design and website tools and templates	• Tools and templates are available to support business unit implementation of corporate standards and best practice approaches	No	Communications and Marketing
Output 2 – Internal Communication Framework Management			
Maintain, champion and moderate the implementation of internal communication framework	• Communication outputs are delivered in accordance with agreed standards • Intranet is maintained in accordance with agreed standards • Corporate content is branded in alignment with approved internal branding strategy	No	Communications and Marketing
Provide internal communication tools and templates	• Tools and templates are available to support business unit implementation of corporate standards and best practice approaches	No	Communication and Marketing
Output 3 – Communication Coordination			
Draft and moderate internal digital communications, corporate and community publications, marketing collateral (creative and design) and Council advertising	• Content produced on demand and in accordance with agreed planned activity	Yes	Communications and Marketing
Coordinate social media content development and deployment	• Curate planned and reactive content for Council's social media platforms	Yes	Communications and Marketing
Coordinate media relations	• Develop media releases, facilitate all media enquiries centrally and coordinate media responses in accordance with Council policy	Yes	Communications and Marketing

Service Action	Service Standard	Critical Service	Responsible
Output 4 – Community Engagement			
Implement community engagement strategies for key projects and service delivery	• As specified by Business Unit requirements	No	Communications and Marketing
	•		
Provide quality information and educational materials about Council services and functions, programs and decision making	• Customers have access to current, accurate and informative information regarding Council services in a range of formats including website, social media, digital communication, physical signage and print materials	Yes	All
Output 5 – Online / Website support			
Coordinate maintenance and continuous improvement of website platform	• Website platform is stable, software is up to date and continuously refined and developed to offer a quality, customer centric digital experience	Yes	Communications and Marketing Enterprise Technology and Innovation
Implement Search Engine Optimisation strategy	• Web content is visually accessible through search and delivers informative and keyword rich content, providing best user experience	No	Communications and Marketing
Coordinate content development and curation for website	• Curate planned and reactive content for Council's website	Yes	Communications and Marketing
Coordinate maintenance and continuous improvement of internal communication digital platform – staff intranet	• Intranet platform is stable, software is up to date and continuously refined and developed to offer a quality, employee centric digital experience	No	Communications and Marketing Enterprise Technology and Innovation
Coordinate content development and curation for intranet	• Curate planned and reactive content for Council's intranet • Editors and Publishers meet agreed organisational and accessibility standards using Monsido and other supporting tools and platforms	No	Communications and Marketing

Operational Plans	Action Reference
Communication Strategy	All

Service Area **BS4 - COUNCIL AND COMMITTEES**

Service Activity Provision of required information, agendas, and minutes. Ensuring Council and Committees are provided with support to enable informed decisions.

Service Delivery Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Legislative Responsibility
Local Government Act 1999
Code of Conduct for Council Members
Planning, Development and Infratsructure Act 2016
Assessment Panel Members – Code of Conduct

Strategic Action	Responsible	Due Date	Budget
BS4-1 Commence preparation and implementation of legislative requirements for November 2026 Local Government Elections	Office of Mayor and CEO	June 2026	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Coordination: Council Meetings/Workshops			
Ensure the effective operation of the Council in accordance with the Local Government Act, Codes, and Meeting Procedures	• 12 meetings held per annum • Agenda and minutes delivered on time at least 3 clear days before an ordinary meeting • Special meetings agenda and minute delivered on time at least 4 hours before a special meeting. • Programmed workshop agendas delivered by Friday proceeding the scheduled workshop.	Yes	Office of the Mayor and CEO Corporate Governance and Information Services
Output 2 – Coordination: Council Committees and Working Groups			
Ensure the effective operation of the Committees/Working Groups in accordance with the Local Government Act, Codes, and Meeting Procedures	CEO Performance Review Committee • Review to be completed within designated time frames following correct policy and procedures Community Assistance Scheme Committee • At least Three (3) meetings held per year. • Agenda and minutes delivered on time as required by legislation Barossa Assessment Panel • Meetings held as required based on items being presented • Agenda and minutes delivered on time as required by legislation Building Fire Safety Committee • A minimum of two (2) ordinary meetings in each year • Agenda and minutes delivered on time as required by legislation Barossa Bushgardens Committee • A minimum of four (4) meetings held per annum • Agenda and minutes delivered on time as required by legislation Barossa Regional Gallery Advisory Group • A minimum of six (6) meetings per annum Audit Committee	Yes	Office of the Mayor and CEO Corporate Governance and Information Services Development Services Infrastructure and Environmental Services Community Development Gallery and Creative Industries Financial Services Risk and Safety Health Services

Service Action	Service Standard	Critical Service	Responsible
	• A minimum of 4 meetings held per annum or at other times as determined by the Committee • Agenda and minutes delivered on time as required by legislation WHS Committees • A minimum of 4 meetings held per annum • WHS Committee and sub-committee meetings held in accordance with WHS legislation and standards Disability Access and Inclusion Advisory Group • A minimum of six (6) meetings held per annum Regional Public Health Plan Advisory Group • A minimum of four (4) meetings per annum Reconciliation Barossa Advisory Group • A minimum of four (4) meetings per annum		
Output 3 – Committee Governance			
Review the activities and plans of any subsidiary of the council	Annually, as part of the review of the Corporate Plan	No	Office of the Mayor and CEO Corporate Governance and Information Services
Review the Terms of Reference, Codes, and Meeting Procedures of any committee/working group of the council	As required by legislative requirements once in each term of Council.	No	Office of the Mayor and CEO Corporate Governance and Information Services

Service Action	Service Standard	Critical Service	Responsible
Output 4 – Member Representation and Elections			
Undertake Elector Representation Review	• Commence next review by April 2024 • Electoral Commissioner certifies final report by prescribed date	Yes	Office of the Mayor and CEO Corporate Governance and Information Services
Undertake Local Government Election	• Every 4 years • Electoral Commissioner certifies final results by prescribed date	Yes	Office of the Mayor and CEO Corporate Governance and Information Services
Undertake Supplementary Local Government Election	• As required • Electoral Commissioner certifies final results by prescribed date	Yes	Office of the Mayor and CEO Corporate Governance and Information Services
Output 5 – Member Support and Registers			
Maintain Register of Interest	• Quarterly updates undertaken and published as required by legislation •	No	Office of the Mayor and CEO
Member support and Registers	• As required • Quarterly updates undertaken and published as required by legislation •	No	Office of the Mayor and CEO
Manage invitations for the Mayor and Elected Members to civic events and community functions	• As required • All invitations, registered and replied	No	Office of the Mayor and CEO
Provide strategic, policy and operational support and advice to Elected Members	• As required • Responses are provided within 5 days as per Customer Service Policy	No	All

Operational Plans	Action Reference

Service Area **BS5 - ENTERPRISE RISK AND SAFETY**

Service Activity The management of Council's Enterprise Risk profile including strategic and operational risk assessment, control and monitoring; internal control and audit; business continuity and disaster recovery planning; organisational emergency management; insurance portfolio management; and Work Health Safety system coordination.

Service Delivery Internal, Contractors

Community Plan Link – Our Environmental, Social and Governance Foundation

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Legislative Responsibility Local Government Act 1999
Work Health Safety Act 2012
Return to Work Act 2014

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Risk Framework Management			
Maintain and champion the implementation of the Enterprise Risk Management Policy and Framework	• Documentation is reviewed and updated every 4 years • Risk management considerations are embedded in all strategic and operational activities • Risk awareness training is delivered at reasonable intervals for existing staff • All new staff receive a risk management induction upon commencement	No	Risk and Safety
Provide Risk tools, templates and checklists	• Tools and templates are available to support business unit implementation of corporate standards and best practice approaches	No	Risk and Safety
Maintain organisational Risk Registers	• Organisational Risk Registers are maintained for strategic, operations, compliance risks	No	Risk and Safety
Prepare Risk Activity and Performance Reports	• Reports are prepared at regular intervals in accordance with Council, Executive Leadership Team, Audit Committee and Legislative requirements	No	Risk and Safety
Manage organisational risk in the delivery of core Council services	• Performance standards for self-insurance are met • Risk consequences are minimised in terms of reputational damage, monetary losses, damage to property, injuries, organisational culture, service delivery interruptions, sustainability and the environment	Yes	All
Output 2 – Internal Audit			
Prepare Audit Committee Risk Reports	• Reports prepared quarterly	No	Risk and Safety
Ensure that identified Internal Financial Controls are effectively monitored and maintained	• As required • Internal Financial Controls reviewed and updated in line with Council policy	No	All

Service Action	Service Standard	Critical Service	Responsible
Output 3 – Insurance and Claims Management			
Maintain and facilitate the implementation of the insurance and claims management policies and processes	• Claims are lodged for all insured expenses • Documents reviewed every 4 years • Register of insurance claims is monitored and maintained	No	Risk and Safety
Maintain current Asset and Motor Vehicle Insurance Schedules	• All current Council assets are appropriately reflected in insurance schedules • Insured values are reliable and appropriate to facilitate replacement in the event of an adverse event • Schedules reviewed and updated upon purchase, upgrade or disposal of assets or at least every 4 years	No	Risk and Safety
Review customer request notifications of injuries or property damage to assist Mutual Liability claims management	• Requests are monitored and responded to on a reactive on demand basis • All potential claims are identified, and the insurance scheme identified	No	Risk and Safety
Provide LGA Mutual Liability Scheme, LGA Workers Compensation Scheme, LGA Asset Mutual Fund Confirmation of Membership to external bodies	• As required to meet compliance requirements	No	Risk and Safety
Output 4 – Disaster Recovery and Business Continuity			
Maintain and facilitate the implementation of the ICT Disaster Recovery Plan	• ICT operations are maintained during business interruption events	Yes	Risk and Safety Enterprise Technology and Innovation
Maintain and facilitate the ongoing testing and development of Council's Business Continuity Plan and associated Sub-Plans	• Continuity plans are in place to ensure rapid reinstatement or continuance of essential services during business interruption events	Yes	All

Service Action	Service Standard	Critical Service	Responsible
Output 5 – WHS System Management			
Maintain and champion the implementation of Council's WHS System	• Documentation is reviewed and updated every 4 years • WHS considerations are embedded in all strategic and operational activities • WHS training is delivered at reasonable intervals for existing staff unless mandated more frequently • All new staff receive a WHS induction upon commencement • Contractor WHS induction is provided online at minimum • Performance standards for self-insurance are met	Yes	All
Provide WHS tools and templates	• Tools and templates are available to support Supervisors and Workers to implement WHS policies, processes, standards and best practice approaches • Templates reviewed and updated within nominated timeframe following identification of new legislative requirement or opportunity for improvement	Yes	Risk and Safety
Coordinate the delivery of WHS training	• Routine training is conducted in accordance with legislative requirements: o Wardens – every 2 years o Workplace First Aiders – every 3 years o First Aid refresher – every 3 years o CPR Refresher Training – on demand o Asbestos awareness training – on demand o Health and Safety Representative – Annual o General WHS training as identified in Training Needs Analysis – within 12 months of TNA sign off • Training Needs Analyses identify minimum WHS training requirements and staff currency of training is maintained or addressed as required	No	Risk and Safety
Undertake WHS compliance inspections	• Inspections carried out in accordance with agreed schedule and legislative requirements o Buildings – annually o Operational vehicles - daily o Plant – annually o Equipment – 6 monthly o Slings/gantries - annually o Playgrounds – fortnightly o CWMS – 6 monthly • Recreation parks/halls – annually	No	All

Service Action	Service Standard	Critical Service	Responsible
Coordinate implementation of WHS Committee actions and broader consultation requirements	• WHS Committee actions are facilitated, monitored and reported on at scheduled meetings on a quarterly basis • WHS consultation requirements are met in accordance with legislative obligations	No	Risk and Safety
Implement, review and maintain Work Health Safety Improvement/Action Plan	• Plan renewed every 4 years and reviewed annually • Plan drives strategic agenda for continuous improvement • WHS Improvement Plan actions are implemented in line with agreed milestones • Action Plan progress reports are prepared quarterly and monitored by the Executive Leadership Team	No	All
Participate in mandatory external WHS audits	• Every 2 years • WHS audit actions closed out by due date	No	All
Coordinate scheduling, implementation and reporting on internal audits	• In accordance with audit schedule • Audits on schedule completed	No	Risk and Safety
Coordinate Return to Work SA injury management reporting	• Reports provided on time and in accordance with Local Government Association Workers Compensation Scheme standards	No	Risk and Safety
Maintain WHS registers	• Registers maintained in accordance with legislative/LGRS requirements: o Corrective and Preventative Action Register Hazard Register o Incident Register o Register of all Task Risk Assessments/Safe Work Instructions/Static Risk Assessments and Safe Operating Processes for all of Council o Register of signed Safe Work Instructions o Risk/WHS document development and Review Schedule Register o Hazardous Task Register o Asbestos Register	No	Risk and Safety
Manage chemicals	• Chemalert database maintained for all Council sites where chemicals used and reviewed annually or each time a new chemical is introduced to a workplace or site • Chemical stocktakes undertaken every 4 years at minimum • Purchasers must undertake a chemical risk assessment at time of purchase	No	Risk and Safety Infrastructure and Environmental Operations

Service Action	Service Standard	Critical Service	Responsible
	• Allocated Officers must ensure that all relevant Chemicals have an associated risk assessment		
Manage safety incidents	• Incidents are reported via Council's incident reporting tool within two business days • Incident site secured within nominated timeframe following the site being 'made safe' • Notifiable incidents reported to relevant bodies within 24 hours • The Office of the Technical Regulator advised of Electricity or Electric Shock Incident as follows: o Death – immediately o Medical Assistance - within 24 hours o All other cases -Within 10 Working Days • Investigations commenced within 24 hours of notification • Corrective actions or lessons learned from incident to relevant stakeholders communicated within 5 days of signoff	Yes	Risk and Safety
Review and maintain Emergency Management Plans	• Emergency Management Plans reviewed every 4 years • Emergency evacuation diagrams reviewed every 4 years • Emergency evacuation drills tested annually • Emergency Control Organisation reviewed annually • New ECO members trained within 2 months of appointment	Yes	Risk and Safety

Operational Plans	Action Reference
WHS, Risk and IM Action Plan (WHSRIMAP)	All
Business Continuity Plan (BCP)	All

Service Area **BS6 - FINANCE**

Service Activity Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services.

Service Delivery Internal

Community Plan Link – Our Environmental, Social and Governance Foundation

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Legislative Responsibility

Environment Protection Act 1993
Food Act 2001
Housing Improvement Act 2016
Liquor Licensing Act 1997
Local Government Act 1999
Planning, Development and Infrastructure Act 2016
Safe Drinking Water Act 2011
South Australian Public Health Act 2011

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Financial Advice			
Provide budget manager support	• Requests for advice provided initially within 5 days as per Customer Service Policy	No	Financial Services
Provide asset accounting advice	• Requests for advice provided initially within 5 days as per Customer Service Policy	No	Financial Services
Provide general finance advice	• Requests for advice provided initially within 5 days as per Customer Service Policy	No	Financial Services
Output 2 – Budget Management and Financial Accounting			
Coordinate Annual Budget and Business Plan preparation and reporting	• Annually • Within consultation and statutory timeframes	No	Financial Services
Coordinate financial statements preparation for Council adoption	• Annually • Within consultation and statutory timeframes	No	Financial Services
Conduct analysis of budget variance, adjustments, forecast and prepare quarterly budget review reports to Council	• Quarterly • Produce organisational performance and activity report	No	Financial Services
Ensure effective budget performance	• Quarterly • Achieve quarterly reviews - budget results to be on budget or variations no greater or less than than 2.5% every quarter	No	All
Output 3 – Treasury Management			
Prepare reporting regarding treasury management performance relative to the loan portfolio	• Report submitted to Audit Committee annually within nominated timeframe • Net Financial Liabilities (NFL) Ratio shall not exceed 100% in the Long Term Financial Plan.	No	Financial Services

Service Action	Service Standard	Critical Service	Responsible
Prepare loan applications collating financial information/data/assessing impact for Council and/or community needs	• As needed	No	Financial Services
Output 4 – Financial Control and Audit			
Coordinate report preparation for the Audit Committee	• Report submitted within nominated timeframe	No	Financial Services
Review and update Finance policies and processes	• As required, within nominated timeframe	No	Financial Services
Output 5 – Banking and Investment Services			
Coordinate banking and investment reconciliation and control	• Monthly • Community Loans reconciled to control accounts within nominated timeframe • Repayments processed within nominated timeframe	No	Financial Services
Management of the loan portfolio, coordination of investments through bank	• Monthly and annually • Affordability of specific project proposals having regard to Council's long-term financial sustainability	No	Financial Services
Output 6 – Taxation and Levy Management			
Facilitate provision of information and data to ATO (including Contractor GST compliance) and other Government bodies	• Monthly and annually completed in statutory timeframe	No	Financial Services
Output 7 – Asset Accounting			
Coordinate asset policy, accounting requirements and reconciliations	• Quarterly and annually • Maintenance of finance policies and processes; accounting, taxation, finance, reporting and administration services for Council, staff, external parties and reporting bodies	No	Financial Services

Service Action	Service Standard	Critical Service	Responsible
Output 8 – Accounts Payable and Receivable			
Invoice matching to orders and batch process; seeking payment approval; and reconciliation of accounts payable	• Process run within nominated timeframes, 2 days, weekly and monthly • Expenditure and payments are accurate, timely and reconciled; compliance with legislation including accounting, Local Government Act and taxation	No	Financial Services
Invoice raising, organisation of inter-charges between subsidiaries, and debt collection	• Process run within nominated timeframes, 3 days, monthly and as required • Revenue generation and receipting is controlled and received; compliance with legislation including accounting, Local Government Act and taxation	No	Financial Services

Operational Plans	Action Reference
Infrastructure Asset Management Plan (IAMP)	All
Annual Budget and Business Plan (ABBP)	All
Long Term Financial Plan (LTFP)	All

Service Area **BS7 - GOVERNANCE**

Service Activity Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, Native Title claims.

Service Delivery Internal, External (Legal)

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Legislative Responsibility
Independent Commissioner Against Corruption Act 2012
Local Government Act 1999
Ombudsman Act 1972
Public Interest Disclosure Act 2018
Code of Conduct for Council Employees
Code of Conduct for Council Members

Strategic Action	Responsible	Due Date	Budget
BS7-1 Complete final components of a review of the Office of the Mayor and CEO function, structure, service delivery model (part carried forward from 2024-25)	Office of the Mayor and CEO	June 2026	Op

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Governance and Policy Advice			
Provide governance advice – Local Government Act	• As required	No	Corporate Governance and Information Services Office of the Mayor and CEO
Output 2 – Delegations and Authorisations Management			
Update Sub Delegations in accordance with staff changes	• As required • All appropriate sub-delegations have been issued	Yes	Corporate Governance and Information Services
Undertake Delegations and Sub- delegations Review	• Review completed within 1 year of periodic elections and more regularly as required	Yes	Corporate Governance and Information Services
Update Authorisations as needed, update Authorisations Register and issue officer identity card	• As required • Authorisations are made and recorded to appropriate staff	Yes	Corporate Governance and Information Services
Output 3 – Native Title Management			
Monitor and respond to case management requests from Council's legal representatives regarding Native Title claims	• As required • Requests processed within nominated timeframe	No	Office of the Mayor and CEO
Output 4 – Legislative Reform			
Implement legislative reform	• Reform is implemented within nominated timeframe	Yes	All

Service Action	Service Standard	Critical Service	Responsible
Output 5 – Complaints Management			
Process applications under the Internal Review of Council Decisions Policy – Section 270 of the Local Government Act	• As required • Confirm receipt within 1 week • Conduct review within 21 days where possible	Yes	Corporate Governance Office of the Mayor and CEO
Process complaints under the legislated Behaviour Standards for Elected Members	• Reports processed within nominated timeframe	Yes	Mayor or Other Elected Member if about the Mayor supported by Office of the Mayor and CEO
Process enquiries or investigation complaint from the Ombudsman, ICAC or other oversight agency	• All enquiries are completed as required under relevant legislation. Confidentiality and appropriate record management is maintained	Yes	Corporate Governance Office of the Mayor and CEO
Manage complaints about an Elected Member	• As required • Complaints against Members acknowledged to within 1 week	Yes	Mayor or Other Elected Member if about the Mayor supported by Office of the Mayor and CEO
Manage incidents reported under the Public Interest Disclosure Act	• Reports processed within nominated timeframe as set out in Public Interest Disclosure Act	Yes	Corporate Governance
Output 6 – Policy Framework Management			
Maintain and champion the review and implementation of Council's Policy and Process Framework – Council and Administration	• Documentation is reviewed and updated every 4 years or as required by specific Policy and Process requirements • Governance and policy considerations are embedded in all strategic and operational activities	No	Corporate Governance
Maintain and champion the review and implementation of Council's Policy and Process Framework – Elected Members	• Documentation is reviewed and updated every 4 years or as required by specific Policy and Process requirements • Governance and policy considerations are embedded in all strategic and operational activities	No	Office of the Mayor and CEO

Operational Plans	Action Reference
Barossa Bushgardens Strategic Plan (BBSP)	Key Result Area 4

Service Area **BS8 - GRANTS**

Service Activity Support and lead grant applications through research, grant writing and letters of support.

Service Delivery Internal

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Legislative Responsibility Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
Nil			
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Grant Sourcing			
Identify funding opportunities to assist in delivery of projects and programs across council service areas	• Grant funding recommendations referred to ELT for consideration • Actively pursue external grants in line with prioritised projects and budget allocations	No	All

Service Action	Service Standard	Critical Service	Responsible
Output 2 – Grant Management			
Monitor and report on grant status and prepare acquittal reports	• Grant status and acquittal reports completed as per grant funding deeds/agreements • Grant status and acquittal reports completed	No	All
Maintain Grant Register	• All grants maintained in register with status updated within 2 business days of change • Grants and status recorded in register	No	Financial Services
Facilitate grant reconciliation, validation, reporting and audit	• Annual in conjunction with financial statements; finalised for EOFY	No	Financial Services

Operational Plans	Action Reference

Service Area **BS9 - INFORMATION**

Service Activity Management and maintenance of corporate records (both physical and electronic) held by Council. Providing support to the organisation to ensure organisational compliance with record keeping obligations under the *State Records Act* and other relevant legislation. Providing support in the discharge of legislative responsibilities for Freedom of Information applications, and organisational functions such as mail processing. Council's record keeping obligations are carried out in accordance with appropriate guidelines and standards and policy and projects are successfully implemented to ensure organisational effectiveness and compliance.

Service Delivery Internal, Contractors

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Legislative Responsibility

Copyright Act 1968
Freedom of Information Act 1991
Local Government Act 1999
State Records Act 1997
Planning, Development and Infrastructure Act 2016

Dog and Cat Management Act 1995

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Access to Council Information			
Process applications under the Freedom of Information Act	• As required • Requests processed within the statutory timeframe	Yes	Corporate Governance and Information Services
Provide members of the public with access to plans and drawings	• Acknowledge receipt of requests for drawings and plans within 1 business day. • Requests for drawings and plans are completed within 5 business days.	No	Corporate Governance and Information Services Development Services
Output 2 – Management of Records			
Provide physical storage and management of hard copy records	• Retention period managed in accordance with State Records Act	Yes	Corporate Governance and Information Services
Provide appropriate Disposal programs	• Annual review of disposal program Directorate provided draft disposal schedule for approval of destruction (where required) • Implementation of Disposal program (twice a year) • Monthly destruction of temporary records (GDS21)	No	Corporate Governance and Information Services
Provide administration of EDRMS system	• Ongoing • EDRMS daily audit completed every business day • Requests responded to within nominated timeframe • Monitoring Helpdesk for Information Services related tasks	Yes	Corporate Governance and Information Services
Maintain records appropriately	• Record keeping is managed in accordance with legislative and policy obligations	No	All

Service Action	Service Standard	Critical Service	Responsible
Output 3 – Mail Processing			
Process incoming and outgoing mail including emails	• Ongoing • Incoming mail is processed and forwarded/registered to relevant staff on the same business day that it is received • Outgoing mail is processed after 2.30pm each business day for pick up the following business day • Emails are forwarded/registered to relevant business unit on the same business day or next business day if received after staffed hours	Yes	Corporate Governance and Information Services
Undertake reconciliation of mail	• Within 1 week at the end of every month	No	Corporate Governance and Information Services

Operational Plans	Action Reference

Service Area **BS10 - PEOPLE AND CULTURE**

Service Activity Support to Managers and employees across the full employee lifecycle, including attraction, recruitment and selection, induction and on-boarding, training and performance development, performance management and offboarding. Providing advice and strategic direction to ensure that Council's employee management obligations are met and that skilled and high performing employees are attracted and retained in line with Council's strategic people objectives and its industrial obligations to optimally deliver Council services to the community.

Service Delivery Internal

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Legislative Responsibility

Local Government Act 1999
Return to Work Act 2014
Work Health Safety Act 2012
Work Health Safety Regulations 2012
Fair Work Act (SA) 1994

Strategic Action	Responsible	Due Date	Budget
BS10-1 Implement the agreed training and development framework (carried over from 2024-25).	People and Culture TeamPeople and Culture Team	June 2026	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Organisational Continuous Improvement			
Support and drive a culture of continuous improvement and modernisation across Council with frameworks, processes, systems and tools in place to achieve organisational culture improvements and efficiencies in People and Culture TeamPeople and Culture Team service delivery	• People and Culture TeamPeople and Culture Team representation, contribution and participation on the Organisational Development Team (ODT) and key continuous improvement projects	No	People and Culture Team
Output 2 – People and Culture Framework Management			
Maintain corporate People and Culture policy and process as aligned to the employee lifecycle	• Corporate People and Culture policy and process supports Council's strategic people objectives and enables Managers to implement employee management activity appropriately	No	People and Culture Team
Provide forms, tools and templates that support the facilitation of employee management activity	• Current forms, tools and templates are available to support departmental and business unit best practice approaches and ease of day to day management activity	No	People and Culture Team
Output 3 – Talent Management			
Fulfil vacancies and new positions	• The Recruitment and Selection Process is applied in response to and in support of organisational needs	No	People and Culture Team
Monitor and review the employee experience across the recruitment and onboarding process	• All new staff to Council are surveyed to assess their experience and to inform service continuous improvements	No	People and Culture Team
Ensure employee success from the commencement of their employment with Council	• The Induction Process is applied to ensure staff are provided with the essential, skills, knowledge and tools to commence their employment with Council	No	People and Culture Team

Service Action	Service Standard	Critical Service	Responsible
Coordinate probation meetings	• Probation meetings are coordinated in accordance with the Award and Council process • Probation meeting records are maintained within the Record Management System • The probationary period is a valuable tool that is utilised maximally through the facilitation of two-way feedback between manager and employee	No	People and Culture Team
Coordinate the offboarding process	• Employees are offboarded within defined timeframes and in accordance with the Offboarding process • Exit surveys are issued; results are disseminated to ELT and evaluated to inform culture improvements as required • Termination data is recorded and reported on	No	People and Culture Team
Output 4 – Employee Experience Management			
Monitor and evaluate monthly PeopleQ (Teamgage) results	• Staff and team data is kept up to date and accurate monthly surveys are distributed to organisational leaders • Monthly team meetings are held to disseminate and analyse results and define remediating actions	No	Organisational Culture and People
Reward and recognise staff and provide opportunities to connect and learn cross-departmentally	• Two staff events are coordinated per annum • The Service Recognition Policy is applied	No	People and Culture Team
Provide mental wellbeing support to employees of Council	• An Employee Assistance Program is made available to employees of Council • Onsite counselling services are provided in reactive response to organisational needs	Yes	People and Culture Team
Provide access to flexible working conditions	• Employees are enabled avenues to request flexible work arrangements through the development and implementation of a Flexible Work Arrangement Policy • Training is provided to Managers and Employees on managing and requesting flexible working conditions	No	All

Service Action	Service Standard	Critical Service	Responsible
Output 5 – Industrial Compliance			
Provide employees with a safe work environment free from bullying, discrimination and harassment	• The Equal Opportunity, Equality, Diversity and Inclusion policy is applied • Bullying and harassment training is regularly delivered • Employees are provided with a process to address grievances and disputes • Instances of bullying and harassment are investigated in a fair and equitable manner in accordance with defined processes	Yes	All
Provide employees with correct entitlements	• Employees are paid in accordance with contractual agreements and the defined pay schedule within Council's industrial instruments • Maximum weekly working hours, annual leave, public holidays, personal leave, parental leave and all other documented leave is defined and paid in accordance with the relevant Award and Council's Enterprise Agreement(s) and supporting policies • Long service leave is paid in accordance with the Long Service Leave Act 1987 • Termination payment is made in accordance with the relevant Award(s) and Council's Enterprise Agreement(s) and supporting policies	Yes	People and Culture Team Financial Services
Address and manage performance and disciplinary management matters	• Council policy and process as it relates to performance management and disciplinary management is aligned to industrial obligations and best practice • Performance or disciplinary management process is applied and facilitated consistently and in a fair, reasonable and equitable manner	No	All
Manage complaints about the CEO	• As required • Complaints against CEO acknowledge within 1 week	Yes	Mayor supported by OCP
Maintain registers	• Registers as defined within the Local Government Act are maintained accurately and made publicly available	No	People and Culture Team Communications and Marketing

Service Action	Service Standard	Critical Service	Responsible
Output 6 – Payroll			

Facilitate payment of salaries and wages to staff	• Fortnightly - Payments processed
	  o No. of payments made
	  o Payroll payments that correctly match hours worked
	• Disbursement checks for compliance with Awards, Enterprise Bargaining Agreements, relevant legislation and taxation
	• Fortnightly - compliance, deductions, allocations, reporting and payments for superannuation
		Yes	Financial Services

Output 7 – Staff Professional Development			
Coordinate annual Performance Partnering meetings and ensure all documentation is completed and submitted	• Annual Performance Partnering meetings occur with all employees of Council by March 31 each year • All employees of Council have defined and documented professional and performance development goals • A register is maintained measuring Performance Partnering completion rates	No	All
Enable professional development of staff in accordance with Industry accreditation, Performance Partnering and Training Needs Analysis	• Council's annual Training Needs Analysis Process is applied • All employees have current licences, tickets and accreditations • All employees have role and expectation clarity	No	All
Provide the necessary training, resources and mentoring needed to work safely and efficiently in the workplace	• Managers regularly work to improve their leadership skills • Employees are afforded opportunities to train and develop internally and externally • Training and development is approved in accordance with relevant policy and process	No	People and Culture Team
Output 8 – Return to Work/Injury Management			
Review and update Return to Work Policy and associated Processes	• Every 4 years Policy and processes reviewed within nominated timeframe	No	Corporate Services
Submit Return to Work Claims to LGWCS	• 24 hours100% of claims submitted within 24 hours of receipt	Yes	Corporate Services

Service Action	Service Standard	Critical Service	Responsible
Coordinate Return to Work Claims administration	• As required Return to Work Claim documentation regularly updated, invoices etc. submitted to scheme within 3 working days	Yes	Corporate Services
Coordinate Recovery and Return to Work Plans	• As required 100% of Recovery and Return to Work Plans in date and current	Yes	Corporate Services
Provide training to supervisors on Return to Work	• As required 90% of Supervisors complete training	No	Corporate Services
Submit Income Protection Claims to Echelon	• As required 80% of claims submitted within 24 hours of receipt	Yes	People and Culture Team
Coordination of Income Protection Claims administration	• As required Income Protection Claim documentation regularly updated, medical certificates etc. submitted to scheme within 3 working days	Yes	People and Culture Team
Coordination of Internal Return to Work Plans	• As required100% of Recovery and Return to Work Plans in date and current	Yes	People and Culture Team

Operational Plans	Action Reference

Service Area **BS11 - PROCUREMENT**

Service Activity Management of the acquisition of goods and services in accordance with legislative requirements and Council's procurement principles to deliver value for money outcomes for the community.

Service Delivery Internal

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Legislative Responsibility Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
BS11-1 Develop rolling Strategic Forward procurement plan for key areas of spend	Corporate Services	Annually	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Procurement Framework Management			
Maintain and champion the implementation of Council's Procurement Framework	• Documentation is reviewed and updated every 4 years • Procurement training is delivered at reasonable intervals for existing staff unless mandated more frequently • All new staff receive a procurement induction upon commencement • Contractor WHS induction is provided online at minimum • Performance standards for self-insurance are met • Council procurement decision making is based on value for money outcomes	No	Procurement
Provide Procurement tools and templates	• Tools and templates are available to support Supervisors and Workers to implement procurement policies, processes, standards and best practice approaches • Templates reviewed and updated within nominated timeframe following identification of new legislative requirement or opportunity for improvement	No	Procurement
Output 2 – Contract Management			
Maintain Contract Register	• All formal contracts are registered within Council's contract register	No	All
Monitor contracts	• Contracts are monitored and formally reviewed/assessed at least quarterly to ensure appropriate delivery of contracted goods, works or services • Contract monitoring activity is recorded in formal contract monitoring tools	No	All
Output 3 – Contractor Management			
Maintain Contractor Register	• All contractors with a formal contract in place are registered within Council's contractor register	No	All

Service Action	Service Standard	Critical Service	Responsible
Monitor contractors	• Contractors are monitored and formally reviewed/assessed at least quarterly to ensure appropriate performance in delivery of goods, works or services • Contractor monitoring activity is recorded in formal contract monitoring tools	No	All
Facilitate contractor inductions	• All Council contractors must complete an online general induction • All contractors attending a Council site who are not under the supervision or escort of a Council Officer must receive a site induction	Yes	All

Operational Plans	Action Reference
Local Economic Development Plan (LEDP)	Strategy 3

Service Area **BS12 - PROPERTY AND RATES**

Service Activity Rates, revaluation and forecasting for revenue purposes, collection, and recovery of rates (including payment arrangements and negotiation parameters, hardship arrangement negotiations, property and assessment management) to ensure Council's long term financial sustainability.

Service Delivery Internal

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Legislative Responsibility Land and Business (Sale and Conveyancing) Act 1994
Local Government Act 1999

Strategic Action	Responsible	Due Date	Budget
Nil			

Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative

Service Action	Service Standard	Critical Service	Responsible
Output 1 – Rates Management			
Facilitate annual revaluation and forecasting	• Annual Process Report to Council	No	Financial Services

Service Action	Service Standard	Critical Service	Responsible
Produce Rate notices	• Quarterly production • Notices provided 30 days prior to payment due date • Mail or email delivery options available to customers • Delivery dates met	No	Financial Services
Produce overdue and final notices	• Quarterly • Delivery dates met	No	Financial Services
Process receipt transfers for Rates	• Completed within 1 day	No	Financial Services
Process Name and Address Register change / update	• Completed within 3 days	No	Financial Services
Process Requests for Rates Arrangement to Pay	• Completed within 3 days	No	Financial Services
Conduct Rates Update before property settlement	• Completed within 3 days	No	Financial Services
Process Valuer General new tenancy application	• Completed within 1 month	No	Financial Services
Process Rates fine waivers	• Completed within 3 days	No	Financial Services
Facilitate administration and raising of Rates and charges	• Annual process completed by 31 July • Rates raised each year within nominated timeframe	No	Financial Services
Facilitate application of fines and interest in accordance with the Local Government Act	• Monthly • Fines and interest applied within nominated timeframe	No	Financial Services

Service Action	Service Standard	Critical Service	Responsible
Coordinate rates forecasting and review valuation and rating processes, methods and fairness	• Annual process completed by 30 June • Forecasting completed within nominated timeframe	No	Financial Services
Output 2 – Debt Recovery			
Manage debt recovery procedure	• Quarterly process • Debt collection commences for debts of $500 or more • Process run in accordance with nominated timeframe	No	Financial Services
Facilitate regular collection of overdue rates and monitoring of special arrangements	• Weekly collections processed within nominated timeframe	No	Financial Services
Facilitate Section 184 processes - Sale of property for non-payment of rates	• As required • Outstanding balance paid in full	No	Financial Services
Output 3 – Property Database Management			
Undertake property database maintenance - general	• As required	No	Financial Services
Undertake property database maintenance - sub-divisions	• Weekly • Database up to date by March each financial year	No	Financial Services
Respond to street maintenance, rural property addressing and numbering enquiries	• Completed within 2 business days	No	Financial Services
Output 4 – Electoral Roll			
Maintain the electoral roll used for the Council election process	• Ongoing	No	Financial Services

Service Action	Service Standard	Critical Service	Responsible
Output 5 – Property searches			
Provide property and land information as requested	• Property Searches completed within 8 days	Yes	Development Services Customer Services Community Safety Community Safety Corporate Governance and Information Services Financial Services

Operational Plans	Action Reference
Local Economic Development Plan (LEDP)	Strategy 3

Service Area

BS13 - STRATEGIC/LEGISLATIVE PLANNING AND REPORTING

Service Activity

Provision of organisational performance report (outcomes), activity report (outputs), a range of statutory reporting (e.g. public health, tax, superannuation) and financial reporting.

Service Delivery

Internal, External

Community Plan Link – Our Environmental, Social and Governance Foundation

Creating a safe and connected community where people have access to reasonable services and infrastructure they need and feel a sense of belonging.

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Supporting a sustainable Barossa.

Our places and spaces enhance the liveability, unique character and diversity of our communities.

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Legislative Responsibility

Development Regulations 2008
Environment Protection Act 1993
Food Act 2001
Housing Improvement Act 1940
Liquor Licensing Act 1997
Local Government Act 1999
Native Vegetation Act 1991
Safe Drinking Water Act 2011
South Australian Public Health Act 2011

Strategic Action	Responsible	Due Date	Budget
BS13-1 . Commence implementation of planning, infrastructure, land division and operational needs to support Concordia Growth Area.	Office of the Mayor and CEO and Development and Community Services	June 2026	Op
Op = Operational, Cap = Capital, Ext = External Funding, NI = New Initiative			

Service Action	Service Standard	Critical Service	Responsible
Output 1 - Strategic and Legislative Planning			
Review and update Strategic and Service Actions within the Corporate Plan	• Annually • Plan reviewed and adopted as soon as practicable after adopting the council's annual business plan for a particular financial year	No	All

Service Action	Service Standard	Critical Service	Responsible
Review and update the Community Plan	• Every 4 years	Yes	Office of Mayor and CEO
Review and update of the Long-Term Financial Plan	• Annually • Completed within nominated timeframe	Yes	Financial Services
Coordinate, review and prepare Annual Business Plan and Budget and associated summary document	• Annually • Public consultation period (at least 21 days) • Adoption (with or without amendment) after 31 May for the ensuing financial year and before 15 August for the financial year	Yes	Financial Services Communications and Marketing
Review and update the Infrastructure Asset Management Plans	• Every 4 years	Yes	Infrastructure and Environmental Services
Review and update the Dog and Cat Management Plan	• Every 4 years	Yes	Community Safety
Review and update the Community Land Management Plans o Plan 1 - Council Reserves and Gardens – Developed o Plan 2 - Council Reserves and Gardens – Undeveloped or with Minor Improvements o Plan 3 - Recreation Reserves o Plan 4 - Institutes and Community Halls o Plan 5 - Car Park Land o Plan 6 - Cemetery Land o Plan 7 - Established Trails, Bikeways and Walkways o Plan 8 - Talunga Village	• As required	Yes	Property and Procurement Development Services Infrastructure and Environmental Operations
Review and update the Disability Access and Inclusion Plan	• Every 4 years, or following update of State level plan	Yes	Community Services

Service Action	Service Standard	Critical Service	Responsible
Review and update the Regional Public Health Plan	• Every 4 years	Yes	Community Services
Review and update the Roadside Vegetation Management Plan	• Every 4 years	Yes	Infrastructure and Environmental Operations
Review and update Councils non-statutory strategic and operational plans	Plans are reviewed and updated as required: o Barossa Bushgardens Strategic Plan o Business Continuity Plan o Communications Strategy o ICT Strategy o Live Music Action Plan o Local Economic Development Plan o Regional Waste Management Strategy o Risk Management Plan o WHS, Risk and IM Action Plan o Community Development Strategy – Action Plan	No	Infrastructure and Environmental Operations Risk and Safety Communications and Marketing Community Development Enterprise Technology and Innovation Office of the Mayor and CEO Sustainability People and Culture TeamPeople and Culture Team

Service Action	Service Standard	Critical Service	Responsible
Output 2 – Strategic and Legislative Reporting			
Produce performance reports	• Completed within nominated timeframe for inclusion into Council Report	No	Corporate Services Business Improvement
Produce legislated reporting requirements	• Reporting to relevant stakeholders within statutory timeframe Communications and Marketing • Annual Report – annually Finance Services • Grants Commission Report – annually • Financial Statements – annually • Finance Report – monthly • Budget Update Report – quarterly Community Safety • Regional Public Health Plan: Chief Public Health Officer Report – biennially Community Wellbeing • Disability Access and Inclusion Plan – Annually • Collaborative Project – six monthly Community Safety • Dog and Cat Management Board – annually Development Services • Planning Portal Performance Report – monthly	Yes	Communications and Marketing Finance Services Community Safety Community Safety Development Services Community Wellbeing

Operational Plans	Action Reference
Dog and Cat Management Plan (DCMP)	All
Infrastructure Asset Management Plan (IAMP)	All
Barossa Bushgardens Strategic Plan (BBSP)	All
Communications Strategy (CS)	All
Community Land Management Plan (CLMP)	All
Disability Access and Inclusion Plan (DAIP)	All
Long Term Financial Plan (LTFP)	All
Regional Public Health Plan (RPHP)	All
Regional Waste Management Strategy (RWMS)	All
WHS, Risk and IM Action Plan (WHSRIMAP)	All
Roadside Vegetation Management Plan (RVMP)	All

REVISION REGISTER

Revision	Description	Authorised	Date
1.0	Draft for Staff Consultation	Executive Leadership Team	18 February 2022
1.1	Post Staff Consultation Draft	Executive Leadership Team	24 March 2022
1.2	Council Endorsement	Council	19 April 2022
1.3	Minor edits and grammar	Executive Leadership Team	8 September 2022
2.1	Annual review, updated; formatting, strategic actions, and service areas	Council	20 June 2023
3.1	Rewrite and align with new Community Plan. 2024-25 Annual review and update.	Council	20 August 2024
3.2	2025-26 Annual review and update	Executive Leadership Team Council	5 May 2025 17 June 2025

Document Reference Number

25/23946

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.11 LAND USE AGREEMENT - SPRINGTON PROGRESS ASSOCIATION

Author: Property Lead
25/43069

PURPOSE

The Springton Progress Association own a portion of land located at 28 Miller Street, Springton which has long been developed and occupied by Council as a Playground accessible for community use. This report seeks Council's endorsement to formalise this arrangement by way of a land-only lease.

RECOMMENDATION
That Council:

(1) Acknowledges the long-standing relationship between Council and the Springton Progress Association (the Association) in delivering a playground suitable for use by the Springton and surrounding community.

(2) Notes the need to formally document Council's use of land owned by the Association located at 28 Miller Street Springton, SA 5235 for the purposes of this playground.

(3) Endorses the proposal for Council to enter into a 10-year land-only lease with the Association over the portion of land defined as Allotment 157 in Deposited Plan 125 described in Certificate of Title 5718 Folio 495. A further two 10-year rights of renewal are proposed as part of this agreement. The terms and conditions for this lease shall be negotiated between Council representatives and the Association, underpinned by the agreed position outlined in the signed Memorandum of Understanding contained in Attachment 1 to this report.

(4) Authorises the Deputy CEO and Director, Corporate Services, Strategy and Innovation to execute the agreement on behalf of Council.

REPORT

Background
The Springton Progress Association own a portion of land located at 28 Miller Street, Springton which is legally identified as Allotment 157 in Deposited Plan 125 described in Certificate of Title 5718 Folio 495.

This portion of land has long been developed and occupied by Council as a playground accessible for community use. The playground is located directly adjacent to the public toilets and sporting oval on land identified as Allotment 301 Graetz Terrace, Springton which came into Council's ownership back in the 1950's. This acquisition resulted from a partnership between the Association, the Education

Department and the then Mt. Pleasant Council to deliver an oval and recreational ground to the community. The adjoining land owned by the Association was developed by the Council as a playground sometime later to increase the overall benefit to the community.

Introduction
Any agreements that existed between the Association and Mt. Pleasant Council when the playground was first established have long since expired. This report seeks Council's endorsement to formalise a new arrangement by way of a land-only lease.

Discussion
The existing playground located at 28 Miller Street, Springton is aged and has been flagged on Council's playground audit report as being at the end of its serviceable life. As such, this playground has been earmarked for replacement in the 2025/2026 financial year.

In order to ensure that Council's investment in this infrastructure is protected and the interests of both Council and the Association are well documented, a land-only lease clarifying the rights and responsibilities around use of this land is critical.

Summary and Conclusion
Council makes a considerable financial investment each year in the delivery of services to our community. These services range from roads and footpaths, planning and building approvals, waste management, and the management of parks and recreation facilities. The playground located in Springton provides a critical location for members of the local community to enjoy a safe space where they can engage in social, physical and cognitive development through play.

Consultation with the local community has reaffirmed the importance of this space not only to the local population, but to visitors passing through town. An agreement with Council for ongoing use of this land as a playground will secure this community benefit long into the future.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Springton Playground - SIGNED Memorandum of Understanding - Springton Progress Association - 6 June 2025

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan

Our places and spaces enhance the liveability, retain rural and regional character and diversity of our communities.

Strategic Outcome
- Our places are planned, managed, and sustainable.
- We plan for and deliver infrastructure to enhance our places.

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Strategic Outcome

- Our services and facilities are accessible.
- Our community is welcoming, vibrant and safe.

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Strategic Outcome

- We have strong relationships, and where appropriate, partner with our community, industries, stakeholders, the Local Government sector and Governments.

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

   The existing playground infrastructure has been assessed as end of serviceable life and requires replacement. Relevant Council staff are currently engaging with the local community around designing and delivering a new play space that meets community needs within the allocated budget.

2. **SUSTAINABILITY & ENVIRONMENT**
   Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

   Matters surrounding sustainability and environmental impacts are being considered as part of the plans to replace the existing infrastructure. Future management of the playground shall be in line with Council's current service levels for the supply and maintenance of parks and recreational facilities.

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

The playground was assessed as requiring replacement based on the region's playground audit report. The cost of the playground upgrade is estimated to be approximately $170,000 exclusive of GST.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

The existing playground has been assessed as end of serviceable life and requires replacement to ensure a safe and fit for purpose play space. A formal agreement is required to ensure Council has the authority to undertake the necessary works in private land.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

The local community looks to Council to set an example on good business practices. Although it has long been understood that Council has historic permission to develop the land owned by the Association as a playground, it is important that current documentation reflects the goodwill between Council and the Association. Public infrastructure on private land without the necessary measures in place opens Council up to the possibility of reputational, financial and legislative loss if things go wrong.

COMMUNITY ENGAGEMENT

Having recognised that the existing playground is at the end of its serviceable life and should be replaced, Council's Infrastructure and Environmental Services directorate has actively engaged with the Springton Community regarding the upcoming playground upgrade through a comprehensive community consultation session held on 11 November 2024. This session saw representatives from the Association, the Primary School, and local families resulting in approximately 10 adults and 10 children attending.

During the session, attendees shared their ideas and preferences for the playground, discussing various elements such as play equipment, landscaping, and barbecue facilities. Taking into account community desires alongside practical considerations like budget, ongoing maintenance, and available space, a design concept for the new playground was developed and feedback from the community reaffirmed to staff the importance of securing an agreement for this infrastructure for ongoing community use.

There are no legislative requirements for public consultation in line with section 202 of the *Local Government Act 1999* around Council leasing the land which is owned by

the Springton Progress Association. The *Act* requires Council to undertake public consultation for long-term leases only where the land belongs to the community and is vested in Council's care and control.

MEMORANDUM OF UNDERSTANDING

THE BAROSSA COUNCIL

(**Council**)

AND

SPRINGTON PROGRESS ASSOCIATION

(**The Association**)

FOR

28 Miller Street, Springton

for use as a Playground

SCHEDULE

Item 1 Premises	That portion of the land comprised in Certificate of Title Volume 5718 Folio 495 and described as Allotment 157 in Deposited Plan 125.
Item 2 Term	Commencing on 1st June 2025 (01/05/2025) and expiring at 11.59pm on 31st December 2025 (31/12/2025 or unless otherwise agreed.
Item 3 Rent	Nil consideration payable.
Item 4 Outgoings	Nil outgoings payable. All outgoings, including any rates taxes and levies, shall remain the responsibility of the Association as the Landowner.
Item 5 Permitted Use	For the purpose of providing the local community with a Playground and such ancillary uses within this agreement.
Item 6 Public liability insurance	$20,000,000.00 or any other amount as may be directed by Council.
Item 7 Special Conditions	The terms and conditions (if any) set out in this Memorandum of Understanding (MOU) relate only to this agreement and do not constitute a binding contract beyond the expiry date defined in Item 2. This MOU is intended to act as an instrument to document the in-principle agreement between Council and the Association for use of the Premises outlined in Item 1 as a Playground. This MOU sets out the rights and responsibilities of both parties and is subject to formal endorsement by Council resolution.

Item 8 Contacts	**The Barossa Council** Naomi Minett Manager Corporate Services PO Box 867 NURIOOTPA SA 5355 facilities@barossa.sa.gov.au 8563 8448 **Springton Progress Association** James Kelly President PO Box 51 SPRINGTON SA 5235 vkgroup3@yahoo.com.au 0403 516 821

TheBarossaCouncil

EXECUTED BY THE PARTIES AS A:

MEMORANDUM OF UNDERSTANDING

Date 06/06/2025

Signed by a representative of **THE BAROSSA COUNCIL** under delegated authority:

Signature

Naomi Minett
Name

Manager Corporate Services
Position

AND

<Association Representative Signature>

James Kelly
< Association Representative Name>

President
< Association Representative Position>

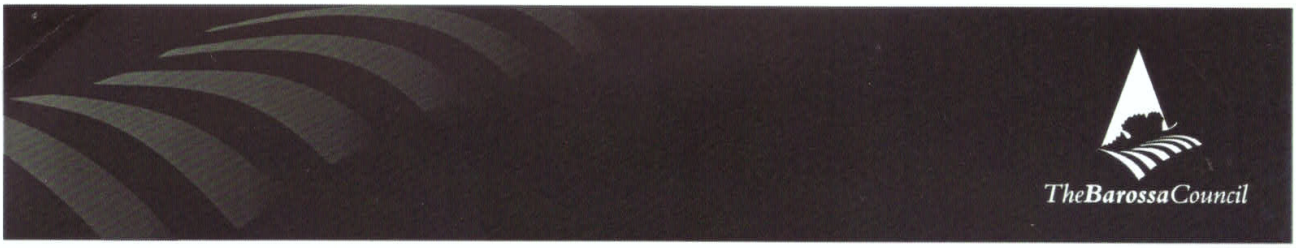
OR

Common Seal
Springton Progress Association Incorporated
ABN 49385944644

THE COMMON SEAL of the SPRINGTON PROGRESS ASSOCATION
Was hereunto affixed in accordance with its Constitution and in the presence of:

James Kelly.
Seal Holder

Seal Holder



THIS AGREEMENT IS BETWEEN:

THE BAROSSA COUNCIL ABN 47 749 871 215 of 43-51 Tanunda Road, Nuriootpa SA 5355 (**Council**)

and

THE SPRINGTON PROGRESS ASSOCIATION ABN 49 385 944 644 of 20-26 Miller Street, Springton (PO Box 51, Springton) SA 5235
(**Association**)

RECITALS

A. The purpose of this Memorandum of Understanding (MOU) is to articulate:

(a) the Council's commitment to the installation and maintenance of infrastructure suitable for the purpose of a Playground for use and enjoyment by the local community; and

(b) the Association's commitment to providing Council clear and unrestricted access to this Premises for the purposes of the above use; and

(c) the need to formalise an agreement between the parties for the ongoing management of the Premises.

B. The parties acknowledge that whilst this MOU outlines the terms and conditions agreed in principle between the parties, formal consent to the proposal is still required by way of Council resolution.

C. Should Council resolve to enter into an agreement in accordance with the details outlined in this MOU as Annexure B – Special Conditions, this MOU shall be replaced with a suitable legal document.

D. The parties acknowledge that this MOU is not intended to create legal relations and does not create a binding contract between Council and the Association beyond the term of this document.

BACKGROUND

E. The Association is the registered proprietor, or has the care, control and management, of the Premises.

F. Council and the Association have a mutual interest in the management of the Premises as the Premises contains Council-owned equipment which is enjoyed by the local community as a Playground.

G. Council has long occupied the Premises on historic agreements that have since expired. Both parties act in good faith and wish to formalise this agreement going forward for the benefit of the local community.

H. The Council and Association wish to record the terms of their agreement in this MOU.

RESPONSIBILITIES

I. The Council will manage the Premises in accordance with the details outlined in this MOU as Annexure B – Special Conditions.

J. The Council will ensure that its staff, volunteers and contractors who undertake work on the Premises are covered by a suitable Public Liability and Indemnity Insurance.

K. The Association will ensure that it does not permit its staff, volunteers and contractors to undertake work on any portion of the Premises which is the Council's responsibility, or which belongs to the Council under this MOU without the approval of Council. Any staff, volunteers and contractors who undertake work on the Premises must be covered by a suitable Public Liability and Indemnity Insurance.

L. The Association agrees to always allow unrestricted access to the Premises to Council.

M. Should the Council undertake any works on the Premises or on any Council-owned equipment located on the Premises during the terms of this agreement, it does so in good faith understanding both party's intent for this agreement to continue beyond the expiry date (if so formally resolved by Council).

N. The infrastructure and equipment brought onto the Premises for use as a Playground shall at all times remain the property of Council.

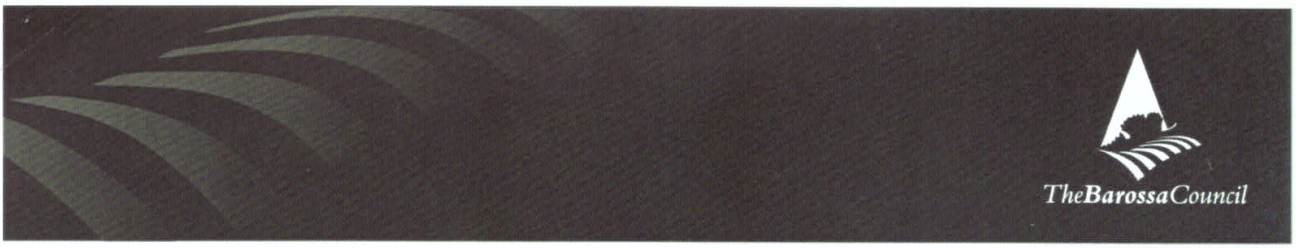
TERMINATION

O. This MOU will terminate on 31st December 2025, unless either party gives notice of their intention to extend the term of the MOU, or unless this MOU is replaced with a formal agreement between the parties.

P. Either party may terminate its participation in this MOU by giving at least 3 months written notice to the other party, or lesser period as may be agreed by the parties. In the event of early termination, the terminating party may be subject to costs incurred by the other party.

DISPUTE RESOLUTION

Q. At all times during the term of this MOU and thereafter, the parties agree to cooperate with each other and to use their best endeavours to resolve by mutual consent any dispute or difference between them.



R. If a dispute or difference arising between the parties cannot be resolved between them and the subject matter of the dispute or difference is not a question of law, the dispute or difference is to be progressively escalated to Council's Director, Infrastructure and Environmental Services or Council's Deputy CEO and Director, Corporate Services, Strategy and Innovation and then Council's Chief Executive Officer.

TheBarossaCouncil

ANNEXURE A – SITE PLAN

This agreement refers to that portion of land outlined in **red** on the above map which is located at 28 Miller Street, Springton SA 5235.

ANNEXURE B – SPECIAL CONDITIONS

Both parties acknowledge a historic arrangement whereby the Association has provided the Premises and Council has provided the Playground Equipment on the land known as 28 Miller Street, Springton SA 5235. This Playground Equipment has been available for community use for many years.

Both parties share a commitment to formalising this agreement, which has been long standing, noting previous agreements have since expired.

Both parties agree to formalise an agreement on the following terms and conditions which have been willingly and freely agreed upon:

1. AGREEMENT IN-PRINCIPLE:

1.1 The Parties agree that:

1.1.1 The Association shall offer the Council an opportunity to enter into a lease for use of the Premises for a period of 10 years commencing before the end of the year 2025, with two (2) further 10-year rights of renewal.

1.1.2 The lease shall be for nil consideration.

1.1.3 The parties shall be responsible for the maintenance requirements as outlined in Item 2 within these Special Conditions.

1.1.4 Whilst this MOU sets out the terms and conditions as agreed in principle, the agreement is required to be formally endorsed by Council prior to being executed.

1.1.5 Both parties recognise the significant financial contribution by Council in installing and maintaining the Playground and its Equipment and associated infrastructure, and agree to work on fair and reasonable terms at all times, taking into account the best interests of the community and the financial impost on delivery of this initiative.

2. MAINTENANCE REQUIREMENTS

2.1 The Council shall be responsible for:

2.1.1 General maintenance of the Playground Equipment and associated infrastructure on the Premises;

2.1.2 General maintenance of landscaping, irrigation, paths, trees and fencing; and

2.1.3 Any other matters that may be mutually agreed upon during this agreement.

2.2 The Association shall be responsible for:

2.2.1 Monitoring community use of the Playground Equipment and immediately notifying Council of any defects or potential liabilities;

2.2.2 The memorial or commemorative monuments located within the Premises;

2.2.3 Any matter that may reasonably be the responsibility of the Association as the Landowner; and

2.2.4 Any other matters that may be mutually agreed upon during this agreement.

2.3 Both parties shall be responsible for:

2.3.1 Working collaboratively to maintain a Premises which is clean, well maintained, fit for purpose, and able to be enjoyed by the community;

2.3.2 The Association agrees not to lock or restrict access to the Playground Equipment for any reason unless instructed by Council representatives to do so, or unless the Association determines that restricting access is necessary for safety reasons. In the event of the latter, the Association shall then immediately notify the Council that the Association has restricted access, and Council shall take the necessary action to rectify the issue; and

2.3.3 Any other matters that may be mutually agreed upon during this agreement.

3. REPORTING OBLIGATIONS

Noting that the Playground Equipment already exists on the Premises for use by the community, both parties share responsibility to ensure that the Playground Equipment is safe for use. Unless otherwise specified by the Council, the Association must:

3.1 Immediately upon becoming aware, inform Council of:

3.1.1 Any planned or unforeseen disruption to safe access and egress to and from the Premises and Playground Equipment;

3.1.2 Any hazards, maintenance issues or emergencies noted on the Premises and Playground Equipment;

3.1.3 Any plans by the Association to develop or dispose of the Premises; and

3.1.4 Any other matter which the Association, as the principal contact onsite, may note from time to time and determine pertinent for Council to be aware of.

3.2 Reporting contact details:

3.2.1 For all Maintenance concerns, please contact customersupport@barossa.sa.gov.au;

3.2.2 For all Leasing and Licencing related matters, please contact facilities@barossa.sa.gov.au;

3.2.3 Alternatively, the Council can be contacted via phone on (08) 8563 8444 or by visiting 43-51 Tanunda Road, Nuriootpa SA 5355.

3.3 Council's reporting obligations:

3.3.1 The Council is obliged to advise the Association of any planned maintenance, replacement or servicing of the Premises and Playground Equipment which may impact the community's ability to enjoy use of the Playground Equipment, other than routine servicing and maintenance.

3.3.2 The Council is obliged to advise the Association of any plans to remove, alter, relocate or decommission the Playground Equipment.

3.3.3 The Council is obliged to inform the Association of any plans to restrict access to the Playground Equipment for any other reason than the immediate need to restrict access for health and safety reasons.

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.12 REGIONAL DEVELOPMENT AUSTRALIA BAROSSA GAWLER LIGHT ADELAIDE PLAINS INC AND LOCAL GOVERNMENT PARTNERS AGREEMENT

Author: Senior Manager Economic Activation, Strategy and Customer Relations
25/43199

PURPOSE

To seek Council approval to execute a new four-year funding agreement with Regional Development Australia Barossa Gawler Light Adelaide Plains Inc (RDA).

RECOMMENDATION

That Council endorses the Local Government Partners Agreement FY2026-FY2029 between The Barossa Council, Light Regional Council, Town of Gawler and Adelaide Plains Council and Regional Development Australia Barossa Gawler Light Adelaide Plains Inc as provided at Attachment 1 and authorise the Chief Executive Officer to execute the agreement.

REPORT

Introduction
Regional Development Australia Barossa Gawler Light Adelaide Plains Inc is partially funded by The Barossa Council. Other local government partners, including: Town of Gawler, Light Regional Council and Adelaide Plains Council also contribute equal funding to the organisation. The state and federal governments provide funding through different mechanisms. The current funding agreement is due to expire on 30 June 2025.

Discussion
The RDA network is the supported policy arm and regional economic development provider of the three tiers of government. This is an important regional forum providing access to regional economic development services including access to State and Commonwealth funding initiatives.

Both the State and Federal Governments continue to provide financial support to RDA for the delivery of economic and community development services.

The current agreement between the partnering Councils and RDA is for the term 2022 to 30 June 2025 (three years). The new funding agreement attached is for the period 1 July 2025 to 30 June 2029 (four years), which is a change from the current agreement which was for a three-year term. The change from a three to four-year agreement is to align with the funding terms of the State and Federal Governments.

There are no further material changes in the new agreement from the current agreement expiring on 30 June 2025.

RDA are a critical partner to Council particularly in the role of advocacy to government on matters of economic significance to the region as well as providing support to local businesses through one-on-one activities and via the business-to-business network.

The newly established Economic Development business unit of Council is working closely and collaboratively with RDA to ensure that Actions identified in the Local Economic Development Plan (2022-2027) are planned and delivered.

Summary and Conclusion
As an important partner in economic development, the RDA agreement is consistent with Council's business plan and budget, Community Plan and the Local Economic Development Plan (2022-2027).

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Regional Development Australia Funding Agreement 2026-2029

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan

Implementing economic development strategies to support future growth opportunities and a diversified and resilient economy showcasing the Barossa rural and regional character.

Strategic Outcome
- We strive to support income and job stability and growth for the future in support of quality of life outcomes.

Legislative Requirements
Section 37 and 123 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

   Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

The funding amount of the new agreement for the 2025-26 financial year has been increased by 2.2% (All Groups Adelaide March Quarter Consumer Price Index 2025) on the 2024-25 financial year funding amount. This equates to $45,647 (ex GST). This amount is incorporated into the 2025-26 operating budget. CPI increases will be applied to annual funding amounts for the remaining three years of the agreement and the amounts will be incorporated into annual budgets.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that w may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Not required.

An Australian Government Initiative

Regional Development Australia

BAROSSA GAWLER LIGHT ADELAIDE PLAINS

Regional Development Australia Barossa Gawler Light Adelaide Plains Inc

and

Local Government Partners Agreement

FY2026 - FY2029

The Barossa Council | Gawler | Light Regional Council | Adelaide Plains Council

Government of South Australia
Department of Primary Industries and Regions

Agreement FY26 – FY29

Between:

Regional Development Australia Barossa Gawler Light Adelaide Plains Inc.

And

The Barossa Council
Town of Gawler
Light Regional Council
Adelaide Plains Council (collectively referred to as the Local Government Partners)

Background

I. Through the Memorandum of Broome in 2008, The Commonwealth, South Australian and Local Governments agreed to integrate regional development activity in South Australia through the establishment of Regional Development Australia bodies.

II. Regional Development Australia Barossa Gawler Light Adelaide Plains Inc. (RDA BGLAP) is an established body formed to connect industry and government in accordance with the RDA Charter and RDA BGLAP's formative documents across the local government areas of The Barossa Council, Town of Gawler, Light Regional Council and Adelaide Plains Council.

III. Prudential supervision of RDA BGLAP and the RDA network throughout Australia is undertaken by the Australian Government through the Department of Infrastructure, Transport, Regional Development, Communications and Arts.

IV. The Australian Government provides funding to RDA pursuant to an Operational Funding Contract (OFC), the Government of South Australia through Department of Primary Industries & Regions SA (PIRSA) and a number of programme funding contracts and Local Government partners through this agreement.

V. The governance framework for RDA BGLAP is based in its formation documents, principally its Constitution, the RDA Charter, the RDA Manual and Better Practice Guide. A comprehensive reporting framework is provided for in the OFC.

VI. For effectiveness and efficiency, the Local Government Partners wish to adopt the Australian Government framework for governance and reporting on outputs and outcomes achieved pursuant to this funding support except where otherwise negotiated between the parties.

Agreement

1. Purpose

The purpose of this agreement is to commit contributory funding for RDA BGLAP to undertake economic development in the BGLAP region that assists business to grow, invest and create jobs, build on the innovation ecosystem and to develop and support partnerships and networks, providing advocacy, regional leadership and coordination.

2. Term

This agreement shall commence operation on 1 July 2025 and conclude on 30 June 2029.

3. Funding

The Local Government Partners agree to provide The Funds in the amounts set out in the Schedule to this Agreement ("The Schedule") Item 1 on the following terms and conditions

3.1. The Funds will be applied to The Purpose;

3.2. The Funds will be paid in the manner and on the dates set out in The Schedule Item 1;

3.3. Funds will be increased annually during the Term by an amount equal to the All Groups Adelaide March Quarter Consumer Price Index as published by the Australian Bureau of Statistics.

4. Deliverables

RDA BGLAP will deliver:

4.1. a Regional Strategy with annual reviews;

4.2. Each year of this Agreement, an Annual Plan which incorporates targets associated with the outcomes set out in The Schedule Item 2;

4.3. Each year of this Agreement, an Annual Report on outcomes and audited financial statements;

4.4. True collaboration with the Local Government Partners to optimise outcomes for regional communities.

5. Consultation and Alignment

In developing the Deliverables as outlined at Clause 4 RDA BGLAP shall:

5.1. Consult with the Local Government CEO or nominee through Board Member representation;

5.2. Specifically consider Local Government Partner economic development plans and priorities that support the Purpose;

5.3. Consult and incorporate industry priorities and opportunities across the region in regional strategy and activities;

5.4. Give due consideration to feedback and comments received from local government, industry and community in respect of the regional strategy and activities;

5.5. The CEO of RDA BGLAP will present to at least one meeting of the elected members of the Local Government Partners on Priorities and RDA's Annual Report on Outcomes, at the request of each Local Government.

6. Financial and Regulatory

6.1. RDA BGLAP will appoint an auditor and prepare audited Annual Financial Statements in accordance with OFC requirements. These Statements will be published along with a Report on achievement against the Annual Plan and provided to all Local Government Partners;

6.2. RDA BGLAP will maintain or confirm maintenance of all insurances and meet regulatory requirements as set out in the OFC. The Local Government Partners may request confirmation by RDA BGLAP of the organisation's insurance cover and currency thereof;

6.3. RDA BGLAP will observe the requirements and obligations of the OFC and of Funding Contracts;

6.4. All RDA BGLAP Board Members and Staff will be bound by the RDA Code of Ethics and Confidentiality and will keep information of a confidential nature provided by Local Government Partners confidential.

7. Breach and Termination

7.1. The Local Government Partners may provide RDA BGLAP with feedback in respect of any breach or perceived breach of a fundamental term of this Agreement.

7.2. Either party to this Agreement may refer a persistent breach of this Agreement by the other party or parties first to mediation and if the dispute cannot be resolved by mediation then to arbitration pursuant to a process agreed between the parties or in default of agreement in accordance with arbitration frameworks established by the Local Government Association of SA. If the matter cannot be resolved by arbitration or agreement between the parties then the aggrieved party may terminate this Agreement with three months notice of termination

7.3. Should RDA BGLAP be wound up during the currency of this agreement then any unexpended monies contributed by Local Government Partners will be returned to the Local Government Partners.

8. New Funding Arrangement

8.1. At least six months before the expiry of The Term the parties agree to jointly review the funding arrangements and service provision supported by this Agreement with a view to determine ongoing Funding parameters.

8.2. Four months before the expiry of The Term, The Local Government Partners shall confirm the terms of any such extension or renewal in writing to RDA BGLAP.

9. Miscellaneous

9.1. Local Government Partners reserve the right to withhold renewal of this Agreement if RDA BGLAP is not considered solvent by the relevant Local Government Partner, has committed a significant and consistent breach of this agreement, or Commonwealth arrangements are materially changed such that the delivery of services is no longer supported by the Commonwealth.

9.2. The Local Government Partners recognise that ongoing communication and collaboration with Local Government Partners is effected through Board Membership by the CEO (or nominee) of the Local Government Partner.

9.3. Any matters not provided for in this Agreement are to be dealt with in accordance with the provisions of the OFC.

9.4. This Agreement is governed by the laws of South Australia.

Executed this day of 2025
by the Parties as an Agreement

Signed for and on behalf of **Regional Development Australia Barossa Gawler Light Adelaide Plains Incorporated** ABN: 70 509 677 325 by **it's CEO:**	..... *sign here* ..... *date*
in the presence of:	.....
…….	*witness sign here*
…….	.....
print name and occupation of witness	*date*
Signed for and on behalf of **The Barossa Council** ABN: 47 749 871 215 by **Mr Martin McCarthy, CEO:**	..... *sign here* ..... *date*
in the presence of:	.....
…….	*witness sign here*
…….	.....
print name and occupation of witness	*date*
Signed for and on behalf of **Light Regional Council** ABN: 35 455 841 625 by **Mr Richard Dodson, CEO**:	..... *sign here* ..... *date*
in the presence of:	.....
…….	*witness sign here*
…….	.....
print name and occupation of witness	*date*

Signed for and on behalf of **Adelaide Plains Council** ABN: 58 384 968 672 by **Mr James Miller, CEO**:	..... *sign here* ..... *date*
in the presence of:	.....
…….	*witness sign here*
…….	.....
print name and occupation of witness	*date*
Signed for and on behalf of **Town of Gawler** ABN: 29 861 749 581 by **Mr Chris Cowley, CEO**:	..... *sign here* ..... *date*
in the presence of:	.....
…….	*witness sign here*
…….	.....
print name and occupation of witness	*date*

Schedule

ITEM 1: THE FUNDS

Local Government Partner Funds will be paid, upon receipt of a tax invoice from the Association, in July of each year of the Term.

Year 1:

The amount of the funding will be **$46,651**, which is equal to the **FY25 Local Government Partner Funds amount** ($45,647) **x 2.2%** (All Groups Adelaide March Quarter Consumer Price Index 2025) plus GST for each of the Local Government Partners.

Year 2, 3 and 4: The amount of the previous year's funding increased by an amount equal to the All Groups Adelaide March Quarter Consumer Price Index as published by the Australian Bureau of Statistics.

ITEM 2: THE PURPOSE

RDA BGLAP will deliver initiatives and projects designed to attract and support new business including start-ups, strengthen business competitive advantage in a global marketplace.

RDA BGLAP will apply its resources and activities on achieving the following Outcomes:

Outcome 1:
Increased opportunities and investment in the Region.

Outcome 2:
Opportunities to participate in trade and export.

Outcome 3:
Cooperative effort with all levels of government, industry, community and other regional stakeholders leads to improved economic development ecosystem.

Outcome 4:
Regional businesses and other organisations assisted to benefit from Government programs and grant funding.

Outcome 5:
Information and advice to Government on regional issues, priorities andopportunities.

Outcome 6:
A Regional Strategy for Innovation and Smart Growth.

Outcome 7:
Support services to SMEs in the region, including networking opportunities and support for local business hubs.

Outcome 8:
Assist Local Government Partners in the implementation of their Local Economic Development Plan actions as align with RDA functions.

Deliverables:

A Regional Strategy	30 November 2025
Annual Report and Audited Financial Statements	30 November 2026
Annual Report and Audited Financial Statements	30 November 2027
Annual Report and Audited Financial Statements	30 November 2028
Annual Report and Audited Financial Statements	30 November 2029

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.13 MONTHLY FINANCE REPORT AS AT 31 MAY 2025

Author: Senior Accountant
25/43541

PURPOSE

The monthly finance report as at 31 May 2025 provides information on the financial position and performance of the Council, including notes on material trends and transactions.

RECOMMENDATION

That Council receives and notes the monthly finance report as at 31 May 2025, as provided in Attachment 1.

REPORT

The monthly finance report as at 31 May 2025 is attached. This report has been prepared comparing the year-to-date actuals at the end of the period, to the original adopted 2024-2025 budget, as well as revised quarter 3 budget.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Monthly Finance Report Council May 2025

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Monthly monitoring of financial performance ensures Council is in a position to ensure budget and expenditure are aligned to meet approved levels of service.

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

To enable Council to make effective and strategic decisions, a high-level monthly finance report is provided for Council's noting.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

Community consultation was undertaken as part of the original budget adoption process for 2024-2025, as required by the relevant legislation. This report is advising Council of the monthly finance position compared to that budget.

MONTHLY FINANCE REPORT

AS AT 31 May 2025
For Year Ending 30 June 2025

Uniform Presentation of Finances

	Notes	% Actual Expenditure to Original Budget	Original Budget (Full-Year) $'000	Revised Budget (Q3) (Full-Year) $'000	Actual Result (Year-to-Date) $'000
OPERATING ACTIVITIES:		*Operating*			
Operating revenue			49,517	49,400	49,305
Less: Operating expenses		**89.40%**	(49,954)	(46,845)	(44,661)
Operating Surplus / (Deficit)			**(437)**	**2,555**	**4,644**
CAPITAL ACTIVITIES:					
Net Outlays on Existing Assets		*Capital*			
Capital expenditure on renewal and replacement of existing assets	*2*	66.93%	(11,202)	(10,689)	(7,497)
Add back: Depreciation, amortisation & impairment			10,816	10,181	9,915
Add back: Proceeds from sale of replaced assets			368	274	338
Subtotal			**(18)**	**(234)**	**2,756**
Net Outlays on New and Upgraded Assets					
Capital Expenditure on new and upgraded assets	*2*	105.02%	(29,484)	(32,139)	(30,965)
Add back: Amounts received specifically for new and upgraded assets	*1*		6,725	8,196	4,844
Subtotal			**(22,759)**	**(23,943)**	**(26,121)**
Net Lending/(Borrowing) for the Financial Year			**(23,214)**	**(21,622)**	**(18,721)**
Total % Capital Budget Spent		**94.53%**			

NOTES
1) Total Barossa Park SA Government contributions year-to-date excluded from figure - $16.7 million
2) 2024-25 capital expenditure to end of May includes:
- Barossa Park redevelopment (less SA Government contribution) - $22.5m
- Nuriootpa soccer - $1.5m
- Sealed roads - $2.9m
- Unsealed roads - $1.6m

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.14 2025-26 MANDATORY AND DISCRETIONARY RATE REBATES

Author: Manager Financial Services
25/43704

PURPOSE

To consider and approve the discretionary rate rebates, and note the mandatory rate rebates, to be applied for the 2025-2026 rating year.

RECOMMENDATION
That Council, for the 2025-2026 rating year:

(1) Approve the discretionary rate rebates to be applied as included at Attachment 1; and

(2) Note the mandatory rate rebates to be applied as included at Attachment 2.

REPORT

Discretionary rate rebates:

Under Division 5, section 166 of the *Local Government Act 1999* councils have discretion to provide rate rebates to groups whose objectives meet certain criteria outlined in the Act. The rebating of rates as a policy decision should be balanced against the benefits these groups provide to our community. The total value of discretionary rate rebates proposed for 2025-26 is estimated to be $178,016.94

In accordance with Council's Rate Rebate Policy and in alignment with legislative requirements, all groups who received a discretionary rate rebate in 2024-25 were required to confirm their continuing eligibility for the rebate in the 2025-26 rating year.

A summary of proposed discretionary rate rebates to be applied in 2025-26 is included at Attachment 1.

Mandatory rate rebates:

Division 5 of the *Local Government Act 1999* outlines that mandatory rate rebates must be rebated and therefore no resolution of Council is required. The total value of mandatory rate rebates for 2025-26 is estimated to be $593,289.82.

A summary of estimated mandatory rate rebates to be applied in 2025-26 is included at Attachment 2.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Proposed discretionary rate rebates 2025-26 ⇩
Attachment 2 Proposed mandatory rate rebates 2025-26 ⇩

Supporting references

Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS12 Property and Rates - Rates, revaluation and forecasting for revenue purposes, collection, and recovery of rates; including payment arrangements and negotiation parameters, hardship arrangement negotiations, property and assessment management to ensure Council's long term financial sustainability.

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

Legislative Requirements
Division 5 of the Local Government Act 1999.

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil impact

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil impact

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Discretionary rate rebates totalling $178,016.94 are proposed to be applied in 2025-26, compared to a figure of $175,724.64 which was included in the 2025-26 Draft Business Plan and Budget that went out for public consultation. The budget will be updated in quarter 1 once the actual rates are processes and the final amount is fully determined.

The financial impact of providing discretionary rates needs to be balanced against the benefits these groups provide to our community.

Mandatory rate rebates totalling $593,289.82 are estimated to be applied in 2025-26, compared to a figure of $598,562.06 which was included in the 2025-26 Draft Business Plan and Budget that went out for public consultation. The budget will be updated in quarter 1 once the actual rates are processes and the final amount is fully determined.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil impact.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Providing discretionary rebates to groups that provide a valuable benefit to our community has a positive impact on Council's reputation.

COMMUNITY ENGAGEMENT

The 2025-26 Annual Business Plan and Budget, which included an estimated budget for mandatory and discretionary rates, went out for public consultation in accordance with the requirements of the *Local Government Act 1999* and council's Public Consultation Policy.

There are slight variances in the mandatory and discretionary rebates included in the 2025-26 Annual Business Plan and Budget that went out for public consultation, and the rebate figures included above. These variances are trivial and are due to differences in timing and the information that was available at the time the amounts were calculated.

Proposed discretionary rate rebates 2025-26

Assessment no	Owner / Ratepayer	Address (No. of assessments)	Land Use/ Purpose	Rebate Type	Actual Rebate 2024/25	Expected Rebate 2025/26
50% - Fixed Charge Rebate - Independent Living Units						
	Barossa Village Inc	Various locations	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	$ 38,325.00	$ 41,907.00
	Barossa Village Inc (New Units)	New units under construction expected to be included for 2025/26	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	-	$ 2,290.00
	Tanunda Lutheran Home Inc	Tanunda	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	$ 24,090.00	$ 23,424.00
	Tanunda Lutheran Home Inc (New Units)	New units under construction expected to be included for 2025/26	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	-	$ 6,412.00
	Wirraminna Care Inc	Williamstown	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	$ 4,599.00	$ 5,038.00
	Wirraminna Care Inc (New Units)	New units under construction expected to be included for 2025/26	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	-	$ 916.00
	Vines Retirement Pty Ltd	18 Schaedel St NURIOOTPA	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	$ 19,053.00	$ 19,465.00
	The Vines Retirement Estate (New Units)	New units under construction expected to be included for 2025/26	Aged Accom	Sec 166 (1) (h) - Aged Accom (50% of fixed charge)	-	$ 4,122.00
	Total Independent Living Units	**Council fixed charge increase from $438 to $458; 2025/2026 - 50% rebate is $229**			**$ 86,067.00**	**$ 103,574.00**

25% to 100% - Rebate						
200022	Barossa Valley Pony Club Inc	Dallwitz Reserve Angaston Rd Nuriootpa	Public recreation area	S166(1)(j) - Community Benefit / service 100%	$ 2,081.80	$ 2,160.90
201012	R S L Nuriootpa Sub-Branch Inc	7 Memorial Avenue, Nuriootpa	RSL Hall	S166(1)(j) - Community Benefit / service 100%	$ 2,044.60	$ 2,122.30
201333	Nuriootpa Town Band Inc	2 Old Kapunda Rd, Nuriootpa	Public Toilets	S166(1)(j) - Community Benefit / service 100%	$ 1,736.00	$ 1,802.00
201412	Nuriootpa Community Children's Centre	14 Park Avenue Nuriootpa	Kindergarten	S166(1)g - Facilities for children - 100% rebate	$ 2,954.50	$ 3,066.80
201498	Nuriootpa Futures Association	2 Penrice Rd NURIOOTPA	Car Park	S166(1)(j) - Community Benefit / service 100%	$ 923.20	$ 958.30
201680	2nd Angaston Scout Group	23 Schilling St Angaston	Scout Hall	S166(1)g - Facilities for children - 100% rebate	$ 2,033.55	$ 2,110.80
201717	St Petri Lutheran Church Nuriootpa Inc	Gersch House, 24 Second Street, NURIOOTPA SA 5355	5610 - CHURCHES, SEMINARIES	Community Benefit Rebate (S166 1(J)) - 50%	$ 991.95	$ 1,029.60
201728	H H Shannon & Others (Shannon Mausoleum)	Shannon Rd, Moculta	Prim Prod	S166(1)c - Preservation of Bldgs and / or historic significance - 100% rebate	$ 534.30	$ 554.60
202593	C J M Angas and C S Angas and Others. (burial ground and monument)	Allot 853 Eden Valley Road, ANGASTON SA 5353	Other	S166(1)a&c - historic significance - 100% rebate	$ 494.25	$ 513.00

202636	Mt McKenzie Hall Inc	Mt McKenzie	Public Hall	S166(1)c - Preservation of Bldgs and / or historic significance - 100% rebate	$ 1,631.45	$ 1,693.40
202857	Luhrs Cottage Preservation Society	Light Pass	Residential	S166(1)c - Preservation of Bldgs and / or historic significance - 100% rebate	$ 1,372.55	$ 1,424.70
203945	Langmeil Lutheran Church	5 Maria Street, TANUNDA SA 5352	Residential	Sect 166(1)(h) - where the land is being used to provide accommodation for the aged or disabled	New for 25/26	$ 774.30
204494	Community Helpers Inc.	161 Murray St Nuriootpa	Community Group	S166(1)(j) - Community Benefit / service 75%	$ 3,589.80	$ 3,726.20
204830	Barossa Valley Archives and Historical Trust Inc	Museum, 47 Murray Street, TANUNDA SA 5352	Museum	Section 166 Rebate - 75%	$ 1,973.85	$ 2,048.90
204985	Faith Lutheran College	Early Learning Centre, 76 Magnolia Road, TANUNDA SA 5352	Kindergarten	Community Benefit Rebate (S166 1(J)) - 50%	$ 1,412.45	$ 1,466.10
205300	Evangelical Lutheran Cong Langmeil Inc	5 Maria St, TANUNDA SA 5352	Public Hall	S166(1)(j) - Community Benefit / service 100%	$ 2,856.70	$ 2,965.30
205315	Bethany Lutheran Church	Bethany	Pioneer cemetery	S166(1)c - Preservation of Bldgs and / or historic significance - 100% rebate	$ 521.30	$ 541.10
205402	Tanunda Kindergarten Association Inc	41 MacDonnell St Tanunda	Kindergarten	S166(1)g - Facilities for children - 100% rebate	$ 3,171.70	$ 3,292.20

205405	Tanunda Kindergarten Association Inc	41 MacDonnell St Tanunda	Kindergarten	S166(1)g - Facilities for children - 100% rebate	$ 1,566.85	$ 1,626.40
205822	Murray Dawson Polo Club	Allot 329 Cowell Road, MOUNT CRAWFORD SA 5351	Public recreation area	S166(1)(j) - Community Benefit / service 100%	$ 2,938.30	$ 3,050.00
207099	Lyndoch Pre-School	8 William Street, LYNDOCH SA 5351	Kindergarten	S166(1)g - Facilities for children - 100% rebate	$ 3,379.60	$ 3,508.00
208129	Mount Pleasant & District Kindergarten	9-11 Saleyard Rd Mt Pleasant	Kindergarten	S166(1)g - Facilities for children - 100% rebate	$ 3,144.60	$ 3,264.10
208344	St Johns Lutheran Church, Springton	Springton	Friedensberg Museum	S166(1)c - Preservation of Bldgs and / or historic significance - 100% rebate	$ 1,727.50	$ 1,793.10
208517	Springton Progress Association	20-26 Miller St & 28 Miller St Springton	Institute & Vacant Land	S166(1)(j) - Community Benefit / service 100%	$ 3,862.40	$ 4,009.20
208525	Springton Progress Association	20-26 Miller St & 28 Miller St Springton	Institute & Vacant Land	S166(1)(j) - Community Benefit / service 100%	$ 1,198.95	$ 1,244.50
208775	Eden Valley Institute	14-16 Murray St Eden Valley	Institute	S166(1)(j) - Community Benefit / service 100%	$ 2,049.95	$ 2,127.80
208910	D O Herbig & Others	Springton	Herbig Tree	S166(1)c - Preservation of Bldgs and / or historic significance - 100% rebate	$ 468.60	$ 486.40
209520	Angaston & Penrice Historical Society	Doddridge Blacksmith, 19 Murray Street, ANGASTON SA 5353	Heritage Blacksmith	S166(1)(j) - Community Benefit / service 100%	$ 1,269.05	$ 1,317.30

209990	Wirraminna Care Inc	16 Queen Street, WILLIAMSTOWN SA 5351	Community Group - Opp Shop	S166(1)(j) - Community Benefit / service 75%	New for 25/26	$ 2,119.54
211087	Barossa Valley Senior Citizens Homes Inc	24A Murray St Nuriootpa	Senior Citizens Rooms	S166(1)(j) - Community Benefit / service 50%	$ 1,777.85	$ 1,845.40
217191	Mount Pleasant Men's Shed Inc	22 Talunga Park Road, MOUNT PLEASANT SA 5235	Community Group	S166(1)(j) - Community Benefit / service 100%	$ 1,354.55	$ 1,406.00
217406	Community Helpers Inc.	167-169 Murray Street, NURIOOTPA SA 5355	Community Group	Community Benefit Rebate (S166 1(J)) - 75%	$ 5,424.35	$ 5,630.50
218302	Angaston & Penrice Historical Society Inc	History Centre, 21A Murray Street, ANGASTON SA 5353	Heritage	Community Benefit Rebate (S166 1(J)) - 50%	$ 1,446.80	$ 1,501.80
218656	Nuriootpa Futures Association	Nurioopta Futures, 66-70 Murray Street, NURIOOTPA SA 5355	Community Group	Community Benefit Rebate (S166 1(J)) - 100%	$ 5,069.75	$ 5,262.40
	Other General Rates - Rebate				**$ 67,003.05**	**$ 72,442.94**
Various						
	Residential & Primary Production Rate capping - General Rate Rebate 15% & 7.5% Pensioners	On application	Various	General Rate Rebate - increased rates capped at 15% & 7.5% for Pensioners	None applied for in 2024/2025	**$ 2,000.00**
	Total Other General Rates - Rebate				**$ 67,003.05**	**$ 74,442.94**
	Total Rebates				**$ 153,070.05**	**$ 178,016.94**

Proposed mandatory rate rebates 2025-26

Rebate %	100%	75%	75%	100%	100%	
Financial Year	Rebate Type					
	Cemetery	Community Service	Education	Health Services	Religious	Total
2018/2019	9,947.02	163,904.05	150,513.49	42,871.20	115,946.44	483,182.20
2019/2020	10,413.65	169,936.40	153,499.15	42,419.15	116,435.50	492,703.85
2020/2021	10,600.70	175,383.60	161,308.55	43,404.00	119,413.25	510,110.10
2021/2022	10,936.25	173,891.10	166,453.40	44,513.25	122,128.30	517,922.30
2022/2023	11,395.75	171,064.35	173,045.65	49,604.95	121,314.50	526,425.20
2022/2024	13,995.70	187,288.00	181,806.95	52,603.50	126,065.28	561,759.43
2024/2025	14,163.10	194,020.45	183,584.35	56,018.70	126,503.75	574,290.35
2025/2026 Proposed	14,701.30	201,393.23	190,560.56	58,147.41	128,487.32	593,289.82

DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.15 COMMUNITY EMERGENCY MANAGEMENT POLICY

Author: Manager Corporate Services
25/43958

PURPOSE

To seek Council endorsement of the revised Community Emergency Management Policy, which outlines Council's role in supporting community preparedness, response, and recovery from emergency events.

RECOMMENDATION
That Council:

(1) Endorses the updated Community Emergency Management Policy as provided at Attachment 1.

(2) Notes that the policy aligns with the State Emergency Management Plan and Council's legislative responsibilities under the *Local Government Act 1999* (SA) and the *Emergency Management Act 2004* (SA).

REPORT

Background
Council has a legislated responsibility to participate in emergency management planning and to support its community through emergencies such as bushfires, floods, storms, and pandemics. This policy was last reviewed in 2020 and is due for periodic review.

The updated policy reflects:

- Changes to state legislation and terminology
- Integration with Council's Business Continuity and Enterprise Risk Management Framework.
- Recognition of the shared responsibilities between emergency services, government, and the community.

Discussion
The revised policy provides clear guidance on:

- Council's coordination role in local emergency planning.
- Support to the Zone Emergency Management Committee (ZEMC)
- Risk mitigation through land use planning, community education, and asset management.
- Recovery support following events, including collaboration with relief agencies

The policy also clarifies the roles of staff during emergencies and aligns with principles in the State Emergency Management Plan (SEMP).

Summary and Conclusion
The Community Emergency Management Policy provides a clear framework for Council's role in supporting the community before, during, and after emergency events. The revised policy ensures alignment with current state legislation, regional emergency plans, and best practice principles. It also reinforces Council's commitment to building community resilience, strengthening coordination with emergency services, and fulfilling its legislated responsibilities.

Endorsing this policy will enhance Council's preparedness and response capability while providing clear guidance for staff and the community. It is recommended that Council endorse the revised policy as presented in Attachment 1.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Community Emergency Management Policy - DRAFT ⇩

Supporting references
State Emergency Management Plan (SEMP)

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS5 Enterprise Risk and Safety - The management of Council's Enterprise Risk profile including strategic and operational risk assessment, control and monitoring; internal control and audit; business continuity and disaster recovery planning; organisational emergency management; insurance portfolio management; and Work Health Safety system coordination

Legislative Requirements

Local Government Act 1999 (SA)

Section 6 sets out the functions of councils, including responsibility to provide for the welfare, wellbeing and interests of individuals and groups within its community.

Emergency Management Act 2004 (SA)

Section 7(1) requires councils to "assist the State Emergency Service and maintain and implement plans and strategies for the prevention of emergencies and the management of emergency situations."

State Emergency Management Plan (SEMP)

Council responsibilities are defined in the SEMP as part of the State's coordinated emergency management framework.
Councils are identified as Local Government Support Agencies.

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

The policy enhances Council's ability to maintain critical services during and after emergency events by embedding preparedness, continuity planning, and coordinated response actions. It ensures that service disruptions are minimised, recovery is prioritised, and community needs are addressed effectively.

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

The policy encourages environmentally responsible decision-making in emergency preparedness and recovery, including protecting natural assets, managing waste and pollution during incidents, and supporting resilient infrastructure. By embedding these principles, the policy aligns with Council's environmental stewardship obligations and its risk appetite for sustainability-related impacts.

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

There are no direct financial implications from the adoption of this policy. Implementation actions (e.g. training, drills, education) will be accommodated within existing operational budgets.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

The policy prioritises the safety, wellbeing, and resilience of both Council staff and the broader community. It provides clarity on roles and responsibilities during emergencies, helping staff respond confidently and consistently. For the community, it promotes preparedness, effective communication, and coordinated recovery support.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key

stakeholders, other levels of government and its own employees and contractors.

The policy reinforces Council's role as a proactive, reliable, and community-focused organisation during emergency events. It articulates Council's responsibilities in preparedness, coordination, and recovery. It demonstrates Council's capacity to support and protect the community during times of crisis.

COMMUNITY ENGAGEMENT

While the Community Emergency Management Policy is a public facing document, formal community engagement is not required as the policy does not propose new services, alter responsibilities or impact existing Council service. It reflects Council's legislated role and aligns with existing emergency management frameworks.

THE BAROSSA COUNCIL

COMMUNITY EMERGENCY MANAGEMENT POLICY

1.	Purpose

1.1 The purpose of the policy is to:

1.1.1 Define The Barossa Council's (Council) roles and responsibilities in community emergency management;

1.1.2 Ensure that Council maintains appropriate delegations and authority to undertake its community emergency management responsibilities;

1.1.3 Ensure that Council prepares and maintains appropriate community emergency management documents;

1.1.4 Support Council to maintain safe working practices during emergencies; and

1.1.5 Support and maintain effective protection for Council workers, assets and liabilities associated with emergency management activities.

2.	Scope

2.1 This policy applies to Council in exercising powers and functions under the Local Government Act and agreements to which it is a party in the State of South Australia.

3.	Policy Statement

3.1 Council supports the State Emergency Management Plan and Local Government Emergency Management Framework.

3.2 Emergency Management Risk Management and Planning

3.2.1 Council will contribute to the safety of its community by undertaking reasonably practical Community Emergency planning and preparedness activities including the identification of emergency scenarios, risk assessment, identification of risk reduction measures and implementation of preparedness strategies.

3.2.2 Management activities may include:

3.2.2.1 building and promoting community disaster resilience;

3.2.2.2 undertaking cost-effective measures to mitigate the effects of emergencies on local communities, including routinely conducting emergency risk assessments;

3.2.2.3 support the Zone Emergency Management Committee (ZEMC);

3.2.2.4 systematically taking proper account of risk assessments in land-use planning to reduce hazard risk;

3.2.2.5 representing community interests in emergency management to other spheres of government and contributing to decision-making processes;

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3.2.2.6 ensuring all requisite local emergency planning and preparedness measures are undertaken;

3.2.2.7 undertaking public education and awareness to support community-preparedness measures.

3.3 Disaster Risk Reduction

3.3.1 Council will reference the National Risk Assessment Guidelines for Emergencies in supporting the development of risk assessments for community emergency management.

3.3.2 Council will maintain Community Incident Response Arrangements and Recovery Arrangements to support the implementation of this policy.

3.4 Emergency Management Incident Response

3.4.1 Council shall support the Local Government Emergency Management Framework and State Emergency Management Plan where is it deemed appropriate and safe to do so by:

3.4.1.1 Ensuring adequate local Council emergency response capability is in place.

3.4.1.2 Ensure appropriate local resources and arrangements are in place to provide and support emergency relief and recovery services to communities.

3.4.1.3 Participate in post-emergency lessons management processes including debriefs and reviews.

3.4.2 Council will develop locally relevant operational arrangements and build capacity to participate in the Local Government Functional Support Group.

3.5 Emergency Management Incident Recovery

3.5.1 Council will support recovery efforts after an incident where reasonable within the scope of the event and subject to budgetary impacts and resource availability. This may include leadership, community liaison and development, advocacy and the seeking of grants and other funding assistance.

3.5.2 Council's approach to the provision of support will be based on ensuring a coordinated approach across governments, agencies, the community and fellow local government areas.

3.6 Support to Control Agencies and Emergency Services

3.6.1 Council's capacity to contribute to emergency response activities and support for agencies is shaped by requirements set out within the Work Health and Safety Act 2012. Occasionally Council employees and/or equipment will be requested to support control agencies and emergency services in managing an emergency.

3.6.2 When Council resources are made available to support control agencies and emergency services this will be in accordance with:

- Council's incident operations arrangements;

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- Local Government Association South Australia Mutual Protection guide for incident operations;
- The Local Government Incident Operations guide (including i-Responda).

3.6.3 To maintain effective worker's compensation and liability coverage when supporting emergency services and control agencies in incident operations, Council will:

- Apply appropriate risk management principles; and
- Have regard to the arrangements of the LGA Asset Mutual Fund, the LGA Workers Compensation Scheme and LGA Mutual Liability Scheme.

3.6.4 Council resources will operate in line with the i-Responda operational platform and LGFSG operational arrangements.

3.6.5 No Council employee or volunteer at the time of response to an incident will be at the 'frontline' of an event unless an appropriate risk assessment has been undertaken and approved by the relevant Health and Safety Representative, Supervisor and Director or Chief Executive Officer.

4. Supporting Process and Documents

4.1 The Barossa Council will maintain and develop documentation to describe the strategies and actions that Council will take to implement this policy.

- Community Plan 2024-2044 24/80687*
- Corporate Plan 2024-2028 24/80692*
- Community Incident Response Arrangements 20/42995*
- Community Recovery Arrangements
- Business Continuity Plan 20/14642*
- Workplace Emergency Management Plan 21/32494*
- Enterprise Risk Management Policy 13/47307*
- Enterprise Risk Management Framework CD/20/126*

5. Review

5.1 This Policy will be reviewed by the Policy Owner in consultation with the relevant stakeholders, within four (4) years or more frequently if legislation or Council's need changes.

6. Further Information

6.1 This Policy is available on Council's website at www.barossa.sa.gov.au. It can also be viewed electronically at Council's principal office at 43-51 Tanunda Road, Nuriootpa and all Council branches, during ordinary business hours. A copy of this Policy can be obtained at those venues upon payment of a fixed fee.

6.2 Complaints regarding this Policy or its application can be made to the Customer Service team on 8563 8444 or barossa@barossa.sa.gov.au at first instance, who will refer you to the most appropriate officer according to Council's *Customer Service Policy*.

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7. Document Control

Policy/Process Link:	Barossa Community Plan 2024-2044 24/80687* Barossa Corporate Plan 2024-2028 24/80692*		
Document Owner:	Manager Corporate Services	**Document Control Officer:**	Team Leader Risk and Safety
Approval date	DD/MM/YYYY	**Next Review Date:**	DD/MM/YYYY

Version history		
Version No.	**Date**	**Description of Change**
2.0	03/12/2024	Amendment to 3.3.2 and 4.1 and update to document template.
1.0	21/07/2020	New Policy

8. Definitions

Employee	All full-time, part-time and casual employees of The Barossa Council including trainees, apprentices, and on-hire employees.
i-Responda	Is an operation platform available to Council for the management incident response.
LGA	Local Government Association of South Australia.
LGFSG	The Barossa Council is a participating organisation of the Local Government Functional Support Group (LGFSG). The LGFSG has the responsibility of "Coordinating response from local government during an emergency" in accordance with Section 2.2 of Part Two of the State Emergency Management Plan.
Supervisor	Any direct line supervisor, including Chief Executive Officer, Director, Team Manager, Line Manager, Coordinator, Supervisor or Leading Worker who are responsible for Worker(s) reporting to them.
Volunteers	Any person who is registered as a volunteer with The Barossa Council.

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DEBATE REPORT

7.2 Corporate Services, Strategy and Innovation

7.2.16 FEES AND CHARGES REGISTER 2025-26

Author: Manager Financial Services
25/44239

PURPOSE

To review and adopt the fees and charges to be applied for the 2025-26 financial year.

RECOMMENDATION

That Council adopts the fees and charges to be applied for the 2025-26 financial year as shown at Attachment 1.

REPORT

Background
Section 188 of the *Local Government Act 1999* allows a Council to impose a variety of fees and charges for the goods and services it provides. These fees and charges may be fixed, varied or revoked by decision of the Council.

Discussion
A list of the proposed fees and charges for 2025-26 is provided at Attachment 1. The list includes fees and charges for the goods and services that the Council provides, including dog registration fees, which were previously adopted by Council at the 18 March 2025 meeting.

Any fees and charges set by the State Government have been excluded from the fees and charges register given they do not require approval from Council and are available through the relevant State Government authorities.

Any fees and charges that do not have a comparable 2024-25 amount are new for 2025-26.

To continue to minimise the general rates burden on our community, it is imperative that Council increases fees and charges in line with the cost increases being experienced by the Council in delivering such goods and services. Accordingly, all fees and charges have been reviewed by the relevant budget managers and increased where appropriate.

Summary and Conclusion
Proposed fees and charges for 2025-26 are shown at Attachment 1 for your review and approval.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Fees and Charges Register 2025-26 ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Section 188 of the Local Government Act 1999

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Fees and charges raised for goods and services provided by Council allows us to recover the costs associated with providing these goods and service, allowing us to maintain an appropriate service delivery level to members of the community.

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil impact

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Fees and charges raised for goods and services provided by Council allows us to recover the costs associated with providing these goods and service.

To continue to minimise the general rates burden on our community, it is imperative that Council increases fees and charges in line with the cost increases being experienced by the Council in delivering such goods and/or services. Accordingly, all fees and charges have been reviewed by the relevant budget managers and increased where appropriate

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil impact

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Fees and charges have been reviewed by the relevant budget managers and any increases have been kept at the level of inflation where possible. This helps to ensure that the goods and services provided by Council are accessible to all members of the community.

COMMUNITY ENGAGEMENT

The draft 2025-26 Annual Budget and Business Plan is aligned to the proposed 2025-26 fees and charges register and this report represents no change in risk, financial outcomes or resource allocations. The public consultation process for the 2025-26 Annual Budget and Business Plan has now been completed.

The newly adopted fees and charges will be made available to the community to access on the Council's website from 1 July 2025.

Register of Fees and Charges
As at 1 July 2025

Service	Title	General Information	GST	2024-2025	2025-2026
Animal Control	Annual Registration Fee - Non Standard Dog	Dogs not desexed and/or microchipped 50% rebate off fees otherwise payable after 1 January for new dog registrations only	No	$88.00	$91.00
Animal Control	Annual Registration Fee - Non Standard Dog - Concession	Dogs not desexed and/or microchipped - Owner must hold current concession card Maximum of two dogs per person at concession rate 50% rebate off fees otherwise payable after 1 January for new dog registrations only	No	$44.00	$45.50
Animal Control	Annual Registration Fee - Assistance Dog	Accredited Guide, hearing or disability dogs - Including dogs in training	No	No Charge	No Charge
Animal Control	Annual Registration Fee - Working Livestock Dog	One set fee - A dog kept or worked on rural land by a person who is a primary producer (or engaged or employed by a primary producer) and is kept primarily for the purpose of herding, droving, protecting, tending or working stock - No other rebates apply	No	$25.00	$26.00
Animal Control	Annual Registration Fee - Racing Greyhound	Greyhounds registered with the Greyhound Racing Association - Certification must be provided	No	$25.00	$26.00
Animal Control	Annual Registration Fee - Standard Dog	Dogs that are both desexed and microchipped - Certification must be provided 50% rebate off fees otherwise payable after 1 January for new dog registrations only	No	$44.00	$45.50
Animal Control	Annual Registration Fee - Standard Dog - Concession	Dogs that are both desexed and microchipped - Certification must be provided Owner must hold a current concession card Maximum of two dogs per person at concession rate 50% rebate off fees otherwise payable after 1 January for new dog registrations only	No	$22.00	$22.75
Animal Control	Annual Registration Fee - Standard Dog - Trained	Dogs that are both desexed and microchipped - Certification must be provided Certificate of training to approved level to be provided 50% rebate off fees otherwise payable after 1 January for new dog registrations only	No	$40.00	$41.20
Animal Control	Annual Registration Fee - Standard Dog - Trained and Concession	Dogs that are both desexed and microchipped - Certification must be provided Certificate of training to approved level to be provided Owner must hold a current concession card Maximum of two dogs per person at concession rate 50% rebate off fees otherwise payable after 1 January for new dog registrations only	No	$20.00	$20.60
Animal Control	Dog Registration Late Renewal Fee	Late Dog Registration Renewal Fee if paid after 31st August Not applicable to new registrations.	No	$25.00	$26.00
Animal Control	Dog Business Registration	Per Dog	No	$88.00	$91.00
Animal Control	Dog Impound Fee	Impound Fee (Per Occasion)	No	$85.00	$87.00
Animal Control	Dog Pound Daily Sustenance Fee	Daily maintenance fee - Per day or part thereof	No	$25.00	$25.50
Animal Control	Cat Trap Rental	Per Week	Yes	$20.80	$21.30
Animal Control	Cat Cage Replacement Fee	For damaged or non-return of Council cages. At cost of a new cage.	Yes	At Cost	At Cost
Animal Control	Menacing / Dangerous Dog Collar	At Cost	Yes	At Cost	At Cost
Animal Control	Dangerous Dog Sign	At Cost	Yes	At Cost	At Cost
Animal Control	Dogs Relinquished to Council	Owner surrendering all rights, title and interest in the dog to the Council - per Dog - At Cost - based on Animal Welfare League Fees	No	$294.60	At Cost
Animal Control	Cats Relinquished to Council	Owner surrendering all rights, title and interest in the cat to the Council - per Cat - At Cost - based on Animal Welfare League Fees	No	$117.84	At Cost
Animal Control	Citronella Anti-barking Dog Collar Hire Fee	Per week, includes consumables	Yes	$31.20	$32.00
Barossa Regional Gallery	Barossa Regional Gallery Bond	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	No	$500.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 2 - per hour	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$50.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 2 - per day	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$210.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 3 (Main Hall) - per hour	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$80.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 3 (Main Hall) - per day	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$210.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 3 (Main Hall) - per week	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$568.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 3 (Main Hall) - per exhibition (non-exclusive exhibition space)	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$250.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery: Gallery 1, 2 and 3	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	As negotiated	N/A
Barossa Regional Gallery	Barossa Regional Gallery - Kitchen use - per hour	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$10.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery - Council Staff Cost Recovery (Events after 5pm) - per hour per staff member	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$55.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery - Consignment Stock Commission	33% Commission on Consignment Stock	Yes	33% Commission	33% Commission
Barossa Regional Gallery	Barossa Regional Gallery - Expired agreement - consignment stock	Per Day for consignment stock and artwork left after agreed pick up date has expired (as per Agency Consignment Agreement)	Yes	$5.00	$6.00
Barossa Regional Gallery	Barossa Regional Gallery - Concert seating setup by Council Staff	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$100.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery - Concert seating pack up by Council Staff	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	$100.00	N/A
Barossa Regional Gallery	Barossa Regional Gallery - Additional Cleaning	On hold in 2025-26 whilst Barossa Creative Industries Centre is completed.	Yes	At cost	N/A
Barossa Regional Gallery	Barossa Regional Gallery - Table Cloths	Per table cloth inclusive of laundering	Yes	$5.00	$6.00
Barossa Regional Gallery	Barossa Regional Gallery - Trestle tables	Per trestle table (subject to availability)	Yes	$10.00	$11.00
Barossa Regional Gallery	Adornment Market - Stallholder Site Fee - 3m x3m (no power)	Per Stall charge	Yes	$45.00	$47.00
Barossa Regional Gallery	Adornment Market - Stallholder Site Fee - Trestle Table size (no power)	Per Stall charge	Yes	$40.00	$41.00
Barossa Regional Gallery	Adornment Market - Stallholder Site Fee - Powered	Per Stall charge	Yes	$50.00	$52.00
Barossa Regional Gallery	Barossa Regional Gallery - Other sales	Other Items for Sale - GST is included in all pricing	Yes	Sale Price	Sale Price
Barossa Regional Gallery	Adornment Market / Event Limited Liquor Licence Fee	At cost of the actual Liquor Licence Fee Gallery to apply for licence on behalf of the producers selected	No	At cost	At cost
Barossa Regional Gallery	Barossa Regional Gallery - Postage	Gallery Retail Postage and Handling - at cost	Yes		At cost
Barossa Valley Tourist Park	Barossa Valley Tourist Park	Please refer to the Barossa Valley Tourist Park website for detailed fees and charges: https://barossatouristpark.com.au	Yes		
Barossa Visitor Centre	Bike Hire	20% Commission charged by Bike Provider	Yes	20% Commission	20% Commission
Barossa Visitor Centre	Membership Fee - Out of Region	Annual Fee (pro-rata for part year membership when joining)	Yes	$130.00	$134.00
Barossa Visitor Centre	Window Display Space Hire	Per Month	Yes	$100.00	$103.00
Barossa Visitor Centre	Barossa Makers Table	Per Week	Yes	$50.00	$51.00
Barossa Visitor Centre	Digital Signage Advertising - Large screen	Per Month	Yes	$40.00	$41.00
Barossa Visitor Centre	Digital Signage Advertising - Small screen	Per Month	Yes	$25.00	$26.00

Register of Fees and Charges
As at 1 July 2025

Service	Title	General Information	GST	2024-2025	2025-2026
Events	Small/Medium event - Stallholder Site Fee - Trestle Table size (no power)	Per Stall charge	Yes	$40.00	$41.00
Events	Small/Medium event - Stallholder Site Fee - 3m x 3m marquee (no power)	Per Stall charge	Yes	$45.00	$46.00
Events	Small/Medium Event - Stallholder Site Fee - Powered	Per Stall charge	Yes	$50.00	$52.00
Events	Event Trestle Hire	Per Trestle	Yes	$10.00	$11.00
Events	Significant Event - Trader/Vendor Site Fee (3x3 Marquee or Standard Food Truck)	Per Vendor/Trader Charge	Yes		$100.00
Barossa Visitor Centre	"Barossa Made" Markets / Event Limited Liquor Licence Fee	At cost of the actual Liquor Licence Fee Visitor Centre to apply for licence on behalf of the producers selected	No	At Cost	At Cost
Barossa Visitor Centre	Stock for Sale	Other Items for Sale - GST is included in all pricing (if applicable)	Yes	Sale Price	Sale Price
Bushgardens	Retail - Plants - Tube - sales/clearance		Yes	$2.00	$2.00
Bushgardens	Retail - Plants - Square Pot - sale/clearance		Yes	$3.00	$3.00
Bushgardens	Retail - Plants - 140mm Pot - sale/clearance		Yes	$5.50	$6.00
Bushgardens	Retail - Plants - 200mm Pot - sale/clearance		Yes	$12.50	$12.50
Bushgardens	Wholesale - Plants - Square Pot		Yes	$4.00	$4.00
Bushgardens	Wholesale - Plants - 140mm Pot		Yes	$6.00	$6.00
Bushgardens	Wholesale - Plants - 200mm Pot		Yes	$18.00	$18.00
Bushgardens	Retail - Plants - Tube		Yes	$4.00	$4.00
Bushgardens	Wholesale - Plants - Tube		Yes	$1.65	$1.80
Bushgardens	Calico Bags		Yes	$5.00	$5.00
Bushgardens	Guided Tours	Per Person	Yes	$5.00	$5.00
Bushgardens	Guided Tours - Concession	Per Person	Yes	$2.50	$3.00
Bushgardens	Self-Guided Tours	No Charge	Yes	No Charge	No Charge
Bushgardens	Open Day Admission	Gold Coin Donation	No	Gold Coin Donation	Gold Coin Donation
Bushgardens	Open Day and Other Events - Stall Fees - Community Groups	No Charge	Yes	No Charge	No Charge
Bushgardens	Open Day and Other Events - Stall Fees - Businesses	Per Day	Yes	$30.00	$30.00
Bushgardens	Open Day and Other Events - Trestle Hire	Per Trestle	Yes	$10.00	$11.00
Bushgardens	Open Day and Other Events - Chair Hire	Per Chair	Yes	$2.00	$2.00
Bushgardens	Natural Resource Centre NRC Meeting Space Hire - Half Day	15% Surcharge for bookings starting or finishing after 5.00pm (including pack up and clean up)	Yes	$75.00	$75.00
Bushgardens	Natural Resource Centre NRC Meeting Space Hire - Full Day	15% Surcharge for bookings starting or finishing after 5.00pm (including pack up and clean up)	Yes	$100.00	$100.00
Bushgardens	Natural Resource Centre NRC Meeting Space Hire - Half or Full Day - Not for Profit/Community Groups	No Charge	Yes	No Charge	No Charge
Bushgardens	Barossa Enterprises Consignment Stock Commission	Per Item Sold	Yes	$5.20	$5.20
Caravan Park	Eden Valley Caravan Park: Cancellation Policy - Off-Peak Periods	24 hours notice is required for all off-peak cancellations	Yes	$15.00	$15.00
Caravan Park	Eden Valley Caravan Park: Cancellation Policy - Peak Period - under 7 days notice	Peak Periods (all SA school holidays, public holidays and long weekend bookings)	Yes	Full Fee	Full Fee
Caravan Park	Eden Valley Caravan Park: Cancellation Policy - Peak Period - more than 7 days notice	Peak Periods (all SA school holidays, public holidays and long weekend bookings)	Yes	$15.00	$15.00
Caravan Park	Eden Valley Caravan Park: Powered Site	Per Night for up to 2 adults, children 5 & under are free	Yes	$28.00	$35.00
Caravan Park	Even Valley Caravan Park: Unpowered Site	Per Night for up to 2 adults, children 5 & under are free	Yes	$22.00	$28.00
Caravan Park	Eden Valley Caravan Park: Extra Person on Site	Per Night	Yes	$12.00	$12.00
Caravan Park	Eden Valley Caravan Park: Stay7 pay 6	Stay 7 Nights, Pay for 6	Yes	Special Deal	Special Deal
Caravan Park	Eden Valley Caravan Park: Mid-week stay	Stay 4 Nights, Pay for 3	Yes	Special Deal	Special Deal
Caravan Park	Eden Valley Caravan Park: Shower Use Only	Per Person	Yes	$6.00	$7.00
Caravan Park	Eden Valley Caravan Park: Washing Machine Usage	Per Load	Yes	$5.00	$6.00
Caravan Park	Eden Valley Caravan Park: Long Term Powered Site	Per Week	Yes	$130.00	$140.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Cancellation Policy - Off-Peak Periods	24 hours notice is required for all off-peak cancellations	Yes	$15.00	$15.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Cancellation Policy - Peak Period - under 7 days notice	Peak Periods (all SA school holidays, public holidays and long weekend bookings)	Yes	Full Fee	Full Fee
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Cancellation Policy - Peak Period - more than 7 days notice	Peak Periods (all SA school holidays, public holidays and long weekend bookings)	Yes	$15.00	$15.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Powered Site	Per Night for up to 2 adults, children 5 & under are free	Yes	$42.00	$45.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Linen Pack Single		Yes		$20.00
Caravan Park	Caravan Parks - various	Use of Clothes Dryer - Per 20 Minutes	Yes		$3.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Linen Pack Queen		Yes		$25.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Unpowered Site	Per Night for up to 2 adults, children 5 & under are free	Yes	$27.50	$30.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Extra Person on Site	Per Night	Yes	$12.00	$12.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Cabin	Per Night for up to 2 adults, children 5 & under are free	Yes	$130.00	$140.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Premium Cabin	Per Night for up to 2 adults, children 5 & under are free (Min 2 Nights)	Yes	$190.00	$200.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Extra Person in Cabin	Per Night	Yes	$15.00	$15.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Mid-week stay	Stay 4 Nights, Pay for 3	Yes	Special Deal	Special Deal
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Stay 7 nights pay 6 Special	Stay 7 Nights, Pay for 6	Yes	Special Deal	Special Deal
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Shower Use Only	Use of Amenity, not staying overnight	Yes	$6.00	$7.00
Caravan Park	Mt Pleasant (Talunga) Caravan Park: Washing Machine Usage	Per Load	Yes	$5.00	$6.00
Caravan Park	Williamstown QVJ Caravan Park: Cancellation Policy - Off-Peak Periods	24 hours notice is required for all off-peak cancellations	Yes	$15.00	$15.00
Caravan Park	Williamstown QVJ Caravan Park: Cancellation Policy - Peak Period - under 7 days notice	Peak Periods (all SA school holidays, public holidays and long weekend bookings)	Yes	Full Fee	Full Fee
Caravan Park	Williamstown QVJ Caravan Park: Cancellation Policy - Peak Period - more than 7 days notice	Peak Periods (all SA school holidays, public holidays and long weekend bookings)	Yes	$15.00	$15.00
Caravan Park	Williamstown QVJ Caravan Park: Powered Site	Per Night for up to 2 adults, children 5 & under are free	Yes	$40.00	$45.00
Caravan Park	Williamstown QVJ Caravan Park: Non-powered Site	Per Night for up to 2 adults, children 5 & under are free	Yes	$27.50	$30.00
Caravan Park	Williamstown QVJ Caravan Park: Extra Person on Site	Per Night	Yes	$12.00	$12.00
Caravan Park	Williamstown QVJ Caravan Park: Cabin	Per Night for up to 2 adults, children 5 & under are free	Yes	$130.00	$140.00
Caravan Park	Williamstown QVJ Caravan Park: Linen Pack Single		Yes		$20.00
Caravan Park	Williamstown QVJ Caravan Park: Extra Person in Cabin	Per Night	Yes	$15.00	$15.00
Caravan Park	Williamstown QVJ Caravan Park: Mid-week stay	Stay 4 Nights, Pay for 3	Yes	Special Deal	Special Deal
Caravan Park	Williamstown QVJ Caravan Park: Stay 7 nights pay 6 Special	Stay 7 Nights, Pay for 6	Yes	Special Deal	Special Deal
Caravan Park	Williamstown QVJ Caravan Park: Shower Use Only	Per Person	Yes	$6.00	$7.00
Caravan Park	Williamstown QVJ Caravan Park: Longer Term Powered Site	Per Week	Yes	$173.50	$182.50
Caravan Park	Williamstown QVJ Caravan Park: Washing Machine Usage	Per Load	Yes	$5.00	$6.00
Cemetery	Nuriootpa Cemetery RSL Lawn Section and RSL Niche Wall - Interment Right Fee	Fee Waived	Yes	Fee Waived	Fee Waived
Cemetery	Cemetery Records - Administration Fee	Discretionary fee - Memorial Applications - Interment Rights Transfer - Requests for information	Yes	$55.00	$57.00
Cemetery	Burial Fee - Single Depth Grave (5ft)		Yes	$1,128.00	$1,156.00
Cemetery	Burial Fee - Double Depth Grave (6ft)		Yes	$1,269.00	$1,300.00
Cemetery	Burial Fee - Triple Depth Grave (7ft)	Not available in all cemeteries	Yes	$1,355.00	$1,388.00
Cemetery	Burial Fee - Hand Digging if required - single depth (5ft) only	At Cost	Yes	At Cost	At Cost
Cemetery	Burial Fee - Child - up to 10 years of age		Yes	$849.00	$870.00

Register of Fees and Charges
As at 1 July 2025

Service	Title	General Information	GST	2024-2025	2025-2026
Cemetery	Burial - Infant - up to 2 years of age		Yes	$258.00	$265.00
Cemetery	Extra Large Coffin / Casket Fee (in addition to burial fee)		Yes	$263.00	$270.00
Cemetery	After Hours/Weekend/Public Holiday Fee - Administration - Burial - Placement of Ashes (in addition to burial and placement fees)		Yes	$534.00	$547.00
Cemetery	Exhumation | Lift and Deepen	At Cost	Yes	At Cost	At Cost
Cemetery	Maintenance Fee (charged in addition to burial fee for a 2nd/3rd burial)		Yes	$350.00	$359.00
Cemetery	Maintenance Fee (charged in addition to burial fee on Interment Rights issued prior to 1 July 2003)		Yes	$350.00	$359.00
Cemetery	Ashes interment - by Council		Yes	$563.00	$577.00
Cemetery	Ashes interment on Burial Site - by 3rd Party	Funeral Director / Monumental Mason	Yes	$126.00	$129.00
Cemetery	Memorial Plaque - Niche Wall - Rose Garden - Memory Garden	At Cost	Yes	At Cost	At Cost
Cemetery	Ashes retrieval - by Council - from Niche Wall, Memory Garden, Rose Garden, Burial Site		Yes	$563.00	$577.00
Cemetery	Nuriootpa Cemetery RSL Lawn Section - Maintenance Fee (in addition to burial fee)		Yes	$758.00	$777.00
Cemetery	Interment Right Fee (50 Year Term) - Resident/Ratepayer	No longer subject to GST per Tax Determination GSTD 2024/2. Effective from date of Council resolution on 18/02/2025	No	$1,120.00	$1,148.00
Cemetery	Interment Right Fee (50 Year Term) - Non-Resident/Non-ratepayer	No longer subject to GST per Tax Determination GSTD 2024/2. Effective from date of Council resolution on 18/02/2025	No	$2,410.00	$2,470.00
Cemetery	Grave Interment Right Fee - Children's Section (60 Year Term) - Resident/Ratepayer	No longer subject to GST per Tax Determination GSTD 2024/2. Effective from date of Council resolution on 18/02/2025	No	$517.00	$530.00
Cemetery	Grave Interment Right Fee - Children's Section (60 Year Term) - Non-Resident/Non-ratepayer	No longer subject to GST per Tax Determination GSTD 2024/2. Effective from date of Council resolution on 18/02/2025	No	$1,202.00	$1,232.00
Community Transport	Gawler Shopping Bus (return)	Hardship fee negotiation and waiver options available.	Yes	$5.20	$5.00
Community Transport	Elizabeth Shopping Bus (return)	Hardship fee negotiation and waiver options available.	Yes	$10.40	$10.00
Community Transport	Bus Hire (per km fee)		Yes	$1.35	$1.30
Community Transport	Car Service - Local - short trips within the town and to neighbouring towns	Hardship fee negotiation and waiver options available.	Yes	$7.50	$7.50
Community Transport	Car Service - Outlying Towns and Gawler	Hardship fee negotiation and waiver options available.	Yes	$12.50	$12.50
Community Transport	Car Service - Munno Para, Elizabeth, Salisbury, Modbury	Hardship fee negotiation and waiver options available.	Yes	$15.00	$15.00
Community Transport	Car Service - Mawsons Lake, Adelaide	Hardship fee negotiation and waiver options available.	Yes	$17.50	$17.50
Community Transport	Car Service - Flinders Medical Centre	Hardship fee negotiation and waiver options available.	Yes	$20.00	$20.00
Community Transport	Out and About Trips	Fees are based on location and event type - most trips will be planned to cost around $20 - $35 - Hardship fee negotiation and waiver options available.	Yes	Various	Various
Community Transport	Disability Vehicle Hire - Subsidised / Eligible Clients	Same fees as Car Service - more than 100km one way, per km fee + $10 per day	Yes	$0.30	$0.30
Community Transport	Disability Vehicle Hire - Not Subsidised / Ineligible Clients	Per km fee with a minimum $10 charge	Yes	$1.00	$1.00
Compliance, Monitoring and Enforcement	By-Laws Application for Permission Fee	Not applicable to community groups	No	$31.20	$32.00
Compliance, Monitoring and Enforcement	Council Staff Cost Recovery - Enforcement Action under By-Laws	Per Person, Per Hour	No	At Cost	At Cost
Compliance, Monitoring and Enforcement	Council Contractor Cost Recovery - Enforcement Action under By-Laws	Contractor costs - Enforcement	No	At Cost	At Cost
Compliance, Monitoring and Enforcement	Expiations Fees - By-Laws		No	$312.50	$312.50
Compliance, Monitoring and Enforcement	Vehicle Registration Search Fee	At Cost Per Vehicle - applied to expiation reminder notice for parking infringements	No	$10.00	$10.00
Compliance, Monitoring and Enforcement	Abandoned Vehicles - Vehicle Removal Fee	At Cost	Yes	At Cost	At Cost
Compliance, Monitoring and Enforcement	Abandoned Vehicles - Daily Storage Fee	Storage Fee at Council Facility - Per Day	Yes	At Cost	At Cost
Compliance, Monitoring and Enforcement	Abandoned Vehicles - Daily Storage Fee - Contractor	Storage Fee at Contractor Facility - At Cost Per Day	Yes	At Cost	At Cost
Compliance, Monitoring and Enforcement	Abandoned Vehicles - Administration and Release Fee	Administration and Release Fee	Yes	At Cost	At Cost
Compliance, Monitoring and Enforcement	One-off Application Fee - Operating a Business on Council Land		No	$104.00	$107.00
Compliance, Monitoring and Enforcement	Outdoor Cafe Licence - per Seat	Annual Fee (New applications calculated on pro-rata basis, based on number of months) Minimum Fee $250 (combined seat & table)	No	$31.20	$32.00
Compliance, Monitoring and Enforcement	Outdoor Cafe Licence - per Table	Annual Fee (New applications calculated on pro-rata basis, based on number of months) Minimum Fee $250 (combined seat & table)	No	$10.40	$11.00
Compliance, Monitoring and Enforcement	Display of Goods on Footpath	Annual Fee	No	$156.00	$160.00
Compliance, Monitoring and Enforcement	Outdoor Cafe Licence - per Seat	Biennial Fee (New applications calculated on pro-rata basis, based on number of months) Minimum Fee $250 (combined seat & table)	No	$57.00	$58.50
Compliance, Monitoring and Enforcement	Outdoor Cafe Licence - per Table	Biennial Fee (New applications calculated on pro-rata basis, based on number of months) Minimum Fee $250 (combined seat & table)	No	$10.40	$11.00
Compliance, Monitoring and Enforcement	Display of Goods on Footpath	Biennial Fee	No	$260.00	$267.00
Compliance, Monitoring and Enforcement	Operating a business on Public Footpath	Minimum Annual Fee	No	$156.00	$160.00
Compliance, Monitoring and Enforcement	Operating a business on Public Footpath	Minimum Biennial Fee	No	$260.00	$267.00
Compliance, Monitoring and Enforcement	Mobile Food Vendor Annual Permit Fee	Per Year	No	$2,000.00	$2,000.00
Compliance, Monitoring and Enforcement	Mobile Food Vendor Monthly Permit Fee	Per Month	No	$200.00	$200.00

Register of Fees and Charges
As at 1 July 2025

Service	Title	General Information	GST	2024-2025	2025-2026
Compliance, Monitoring and Enforcement	Legionella routine water sample analysis	High risk manufactured water systems - at cost	Yes	At Cost	At Cost
Council Facilities Hire	BOND - Low Impact Event (no more than 200 patrons)	Per Event	No	$500.00	$500.00
Council Facilities Hire	BOND - Medium Impact Event (no more than 1,000 patrons)	Per Event	No	$1,000.00	$1,000.00
Council Facilities Hire	BOND - High Impact Event (no more than 2,500 patrons)	Per Event	No	$1,500.00	$1,500.00
Council Facilities Hire	BOND - Significant Event (more than 2,500 patrons)	Per Event	No	$2,000.00	$2,000.00
Council Facilities Hire	BOND - Significant Event (more than 4,000 patrons)	Per Event	No	$5,000.00	$5,000.00
Council Facilities Hire	Library Activity Room	Per Hour	Yes	$10.00	$11.00
Council Facilities Hire	Facility Hire - Additional Cleaning Fee	Per Hour	Yes	$15.00	$16.00
Council Facilities Hire	Set Up & Pack Down - All Halls and Facilities	Per Hour	Yes	$10.00	$11.00
Council Facilities Hire	Lyndoch Library Meeting Room	Per Hour	Yes	$10.00	$11.00
Council Facilities Hire	Old Cromer School House and Tennis Club	Per Day	Yes	$20.00	$21.00
CWMS	CWMS Connection Charge	Charged per new Residential Connection Allotment or additional loads to the CWMS are based on the need to construct additional treatment infrastructure to cater for the additional wastewater. The augmentation is paid per dwelling load blocks with a disposals rate of 490L/day (SA Health Design Guideline flow rate)	No	$4,500.00	$4,500.00
CWMS	Kalimna Road Development CWMS Connection	In addition to CWMS Connection Charge Charged per Square Metre of created/connected allotment	No	$2.90	$3.00
CWMS	CWMS Drainage Fee Charge (Non-Council Area)	Charged per Connection allotment or additional loads to The Barossa Council's CWMS via third party drainage systems not within The Barossa Council Area	No	$30.27	$30.97
CWMS	Sale of Water Class C	Price calculated for cost recovery as per Water Industry Act Guidelines and Current Water Supplier Agreements. June CPI to be applied annually to the previous year base rate to determine the fee for the preceding 12 months	Yes	$0.27238 per kilolitre plus June 2025 CPI applied in June 2025 for the preceding 12 months.	2024-25 rate per kilolitre plus June 2026 CPI applied in June 2026 for the preceding 12 months.
CWMS	Sale of Water Class B	Price calculated for cost recovery as per Water Industry Act Guidelines and Current Water Supplier Agreements. June CPI to be applied annually to the previous year base rate to determine the fee for the preceding 12 months	Yes	$0.46672 per kilolitre plus June 2025 CPI applied in June 2025 for the preceding 12 months.	2024-25 rate per kilolitre plus June 2026 CPI applied in June 2026 for the preceding 12 months.
CWMS	Community Wastewater Management System - Residential		No	$396.50	$405.60
CWMS	Community Wastewater Management System - Vacant Land		No	$125.00	$129.00
CWMS	Community Wastewater Management System - Non-Residential and Non-Vacant Land Properties	The adopted service rate in the dollar of the capital value of the property is charged - refer to the current adopted Annual Budget and Business Plan on Council's website for further details:	No		
Fire Prevention	Private Property Slashing and Fuel Reduction - Enforcement - Fire & Emergency Services Act	At Cost - following non-compliance with Fire and Emergency Services Act requirements	No	At Cost	At Cost
Fire Prevention	Private Property Slashing and Fuel Reduction - Enforcement - Administration Fee	Added to actual cost of works	No	$172.00	At Cost
Food Inspections	Thermometer Sales	Per Thermometer	Yes	At Cost	At Cost
Food Inspections	Food Premises Audits (Governed by the Food Act 2001) - Aged Care Facilities (Desk top)	Fee per hour	Yes	$100.00	$100.00
Food Inspections	Food Premises Audits (Governed by the Food Act 2001) - Aged Care Facilities (On-site audits)	Fee per hour	Yes	$210.00	$210.00
Food Inspections	Food Premises Audits (Governed by the Food Act 2001) - Child Care Centres (Desk top)	Fee per hour	Yes	$100.00	$100.00
Food Inspections	Food Premises Audits (Governed by the Food Act 2001) - Child Care Centres (On-site audits)	Fee per hour	Yes	$210.00	$210.00
Halls	Angaston Hall	Per Hour	Yes	$26.00	$27.00
Halls	Angaston Hall: Annexe	Per Hour	Yes	$15.00	$16.00
Halls	Lyndoch Institute	Per Hour	Yes	$26.00	$27.00
Halls	Moculta Soldiers Memorial Hall	Per Hour	Yes	$26.00	$27.00
Halls	Mt Pleasant Soldiers Memorial Hall	Per Hour	Yes	$26.00	$27.00
Halls	Nuriootpa Soldiers Memorial Hall	Per Hour	Yes	$26.00	$27.00
Halls	Old Union Chapel	Per Hour	Yes	$35.00	$36.00
Halls	Old Union Chapel: Tour Fee		Yes	$5.00	$5.00
Halls	Old Union Chapel: Chapel Membership		Yes	$15.00	$16.00
Halls	Old Union Chapel: Jigsaw Puzzle		Yes	$49.95	$52.00
Halls	Rowland Flat Community Centre Hire	Per Hour	Yes	$20.00	$21.00
Halls	Stockwell Hall	Per Hour	Yes	$20.00	$21.00
Halls	Williamstown Hall	Per Hour	Yes	$26.00	$27.00
Halls	Tanunda Community CWA Hall	Per Hour	Yes	$20.00	$21.00
Health Club	The Rex - Gym and Swim		Yes	$20.50	$21.60
Health Club	The Rex - Gym and Swim Concession		Yes	$18.20	$19.40
Health Club	The Rex - Fitness Class/Aqua Class		Yes	$20.50	$21.60
Health Club	The Rex - Strength for Life		Yes	$9.00	$9.50
Health Club	The Rex - Kindergym		Yes	$8.00	$8.50
Health Club	The Rex - Kindergym 2nd Child		Yes	$7.50	$8.00
Health Club	The Rex - Badminton and Pickleball		Yes	$7.00	$7.50
Health Club	The Rex - Social Sport		Yes	$8 / $9	$8.50 / $9.50
Health Club	The Rex - Health Club - Membership - Direct Debit - Adult	Per Week	Yes	$19.10	$20.10
Health Club	The Rex - Health Club - Membership - Direct Debit - Concession	Per Week	Yes	$17.30	$18.10
Health Club	The Rex - Health Club - Membership - Direct Debit - Family	2 adults, 2 children under 18 yrs - Per Week	Yes	$55.50	$68.75
Health Club	The Rex - Health Club - Membership - Direct Debit - Teens	13-16 year olds - Gym Access Only - Per Week	Yes	$15.50	$16.50
Health Club	The Rex - Health Club - 10 Visit Pass Fitness/Aqua		Yes	$184.50	$194.40
Health Club	The Rex - Health Club - 10 Visit Pass - Strength for Life		Yes	$81.00	$85.10
Health Club	The Rex - Personal Training - Casual - 30 Minutes		Yes	$50.90	$53.50
Health Club	The Rex - Personal Training - Casual - 30 Minutes - Non-member		Yes	$58.00	$61.00
Health Club	The Rex - Personal Training - Direct Debit - 30 Minutes		Yes	$46.00	$48.50
Health Club	The Rex - Personal Training - Direct Debit - 60 Minutes		Yes	$92.00	$97.00
Health Club	The Rex - Personal Training - 5 Pack - 30 Minutes		Yes	$245.00	$258.00
Health Club	The Rex - Personal Training - 5 Pack - 30 Minutes - Non-member		Yes	$290.00	$305.00
Health Club	The Rex - Group Personal Training - Direct Debit 2 People - 30 Mins		Yes	$34.00	$35.80

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Service	Title	General Information	GST	2024-2025	2025-2026
Health Club	The Rex - Group Personal Training - 5 Pack - 2 People - 30 Mins		Yes	$174.70	$184.00
Health Club	The Rex - Direct Debit Membership - Administration Fee		Yes		$60.00
Health Club	The Rex - Stadium Hire - Casual Entry		Yes	$7.00	$7.50
Health Club	The Rex - Stadium Hire - Booking Court Hire - 1 Hour		Yes	$55.70	$59.50
Health Club	The Rex - Stadium Hire - Basketball Training - Per Hour		Yes	$39.90	$42.00
Health Club	The Rex - Stadium Hire - Basketball Games (Senior)		Yes	$55.70	$58.50
Health Club	The Rex - Stadium Hire - Basketball Games (Junior)		Yes	$46.20	$48.60
Health Club	The Rex - Stadium Hire - Schools - per 30 minutes		Yes	$16.50	$18.00
Health Club	The Rex - Stadium Hire - Schools - per 45 minutes		Yes	$24.20	$26.00
Health Club	The Rex - Stadium Hire - Gymnastics - per hour		Yes	$32.00	$33.80
Health Club	The Rex - Birthday Parties - Up to 10 kids		Yes	$250.00	$275.00
Health Club	The Rex - Birthday Parties - Extra child (above 10 kids)		Yes	$24.00	$25.00
Home Assistance Scheme	Client Contribution towards Home Assist Service	Hourly fee	No	$10.00	$10.00
Library	Library Item Replacement Fee	At Cost Fee may be waived if a same or similar item is provided as a replacement	Yes	At Cost	At Cost
Library	Library Bags		Yes	No Charge	No Charge
Library	Inter Library Loans	Fee charged by Interstate, University or Special Libraries to lend items. Borrower will now be charged the fee that the Library charges us, instead of 50% of the total. National Fee - Australian Library and Information Association (ALIA) - Fee Range - Basic to Express Delivery by Courier (from $18.50 to $70.50)	Yes	Refer General Information for Fee Range	Refer General Information for fee range
Library	Library Events	Various Event Charges (usually $2.00 to $20.00)	Yes	Refer General Information for Fee Range	Refer General Information for fee range
Library	History Scanner	No Charge	Yes	No Charge	No Charge
Local Nuisance and Litter Control	Council Staff Cost Recovery - Enforcement Action under the Local Nuisance and Litter Control Act 2016	Per Person, Per Hour	No	At Cost	At Cost
Local Nuisance and Litter Control	Council Contractor Cost Recovery - Enforcement Action under the Local Nuisance and Litter Control Act 2016	At Cost	No	At Cost	At Cost
Local Nuisance and Litter Control	Application Fee for exemption from Local Nuisance provisions		No	$75.00	$77.00
Men's Shed	Men's Shed Member Fee - Subsidised Client	Subsidised Clients - referred by My Aged Care - Per Session / Day	Yes	$3.10	$3.00
Men's Shed	Men's Shed Member Fee - Non-Subsidised Client	Subsidised Clients - NOT referred by My Aged Care - Per Session / Day	Yes	$5.20	$5.00
Other Administration	Hire of bin for events	Per Bin	Yes	$45.00	$50.00
Other Administration	Photocopying - with own paper supplied - A4 Paper - black and white printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.10	$0.10
Other Administration	Photocopying - with own paper supplied - A3 Paper - black and white printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.25	$0.25
Other Administration	Photocopying - with own paper supplied - A4 Paper - colour printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.25	$0.25
Other Administration	Photocopying - with own paper supplied - A3 Paper - colour printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.50	$0.50
Other Administration	Standpipe - Access Swipe Card issue		Yes	$62.50	$64.00
Other Administration	Standpipe - Access Swipe Card replacement		Yes	$31.25	$32.00
Other Administration	Photocopying - A4 White Paper - black and white printed	50% Discount for Council Committees/Service Clubs/Community Groups	Yes	$0.25	$0.25
Other Administration	Photocopying - A3 White Paper - black and white printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.50	$0.50
Other Administration	Photocopying - A4 Coloured Paper - black and white printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.50	$0.50
Other Administration	Photocopying - A3 Coloured Paper - black and white printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$1.00	$1.00
Other Administration	Photocopying - A4 page - colour printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$0.50	$0.50
Other Administration	Photocopying - A3 page - colour printed	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$1.00	$1.00
Other Administration	Photocopying - A4 Overhead Transparencies (provided by the Library only)	50% Discount for Council Committee's/Service Clubs/Community Groups	Yes	$1.00	$1.00
Other Administration	Personal calls made on Council mobile phones	At Cost	Yes	At Cost	At Cost
Other Administration	Laminating - A5 Size		Yes	$1.50	$1.50
Other Administration	Laminating - A4 Size		Yes	$1.50	$1.50
Other Administration	Laminating - A3 Size		Yes	$2.00	$2.00
Other Administration	Road and Street Name Maps: Individual map	Per photocopied page (double cost for double sided)	Yes	$0.25	$0.25
Other Administration	Customised Mapping Requests	Printed A4 size - Per Map Community Groups or Electronic Copy only - No Charge	Yes	$26.00	$27.00
Other Administration	Standpipe Water	Charged per Kilolitre (1,000Ltr)	No	$5.20	$5.20
Other Administration	Dishonoured Cheque Fee	At Cost	Yes	At Cost	At Cost
Other Administration	Debtor Collection Agency Court Fees (Rates and Accounts Receivable)	At Cost (per Magistrates Court Scale)	No	At Cost	At Cost
Other Administration	Debtor Collection Agency Other Collection Fees (Rates and Accounts Receivable)	At Cost	No	At Cost	At Cost
Other Administration	Facility Hire - Post Inspection Fee (Out of Hours)	Per Hour	Yes	$80.00	$82.00
Other Administration	Facility Hire - Post Inspection Fee (Business Hours)	Per Hour	Yes	$40.00	$41.00
Planning, Development and Infrastructure	Public Notification Fee		No	$350.00	$350.00
Public Open Spaces & Reserves	Bethany Reserve Shelter Hire	Per Hour	Yes	$15.00	$50.00
Public Open Spaces & Reserves	Bethany Reserve Kitchen and Shelter Hire	Per Hour	Yes	$26.00	$100.00
Public Open Spaces & Reserves	Angaston Memorial Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Barossa Adventure Station	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Coulthard Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Heinemann Park Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Kroemers Crossing Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Lyndoch Village Green Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Nuriootpa Village Green Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Tanunda Memorial Gardens Reserve	Per Hour	Yes	$20.00	$21.00

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Service	Title	General Information	GST	2024-2025	2025-2026
Public Open Spaces & Reserves	Tolley Reserve	Per Hour	Yes	$20.00	$21.00
Public Open Spaces & Reserves	Tanunda Rotunda	Per Hour	Yes	$10.00	$11.00
Public Open Spaces & Reserves	Public Tree Removal Offset	Per tree	Yes		$750.00
Public Open Spaces & Reserves	Public Tree Removal Offset	Charged for 5 trees per single tree removal	Yes		$3,750.00
Publications	Assessment Book extract	Per Property	No	$1.20	$1.25
Publications	Annual Financial Statements	Per Page	No	$0.35	$0.35
Publications	Annual Report	Per Page	No	$0.35	$0.35
Publications	Annual Budget and Business Plan Document	Per Page	No	$0.35	$0.35
Publications	Building Application Register		No	$0.35	$0.35
Publications	Committee Agendas (except Confidential Items)	Per Page	No	$0.35	$0.35
Publications	Committee Minutes (except Confidential Items)		No	$0.35	$0.35
Publications	Council Agenda (except Confidential Items)		No	$0.35	$0.35
Publications	Council By-Laws		No	$0.35	$0.35
Publications	Council Minutes (except Confidential Items)	Per Page	No	$0.35	$0.35
Publications	Delegated Authorities Guide	Per Page	No	$0.35	$0.35
Publications	Development Plan	Per Page	No	$0.35	$0.35
Publications	Planning Application Register	Per Page	No	$0.35	$0.35
Publications	Register of Elected Members Allowances & Benefits	Per Page	No	$0.35	$0.35
Publications	Register of Employee's Salaries, Wages and Benefits	Per Page	No	$0.35	$0.35
Publications	Register of Fees and Charges Levied by Council	Per Page	No	$0.35	$0.35
Publications	Register of Public Streets and Roads	Per single sided Page (Double cost for double sided page)	Yes	$0.50	$0.63
Publications	Strategic Plan	Per Page	No	$0.35	$0.35
Publications	Long Term Financial Plan	Per Page	No	$0.35	$0.35
Rates	Copy of Rate Notices	Per Assessment Current and Prior Financial Year(s) - No Charge	No	$0.00	$0.00
Rates	Copy of Rate Notices	Per Assessment 2 to 5 Financial Years	No	$15.60	$16.00
Rates	Copy of Rate Notices	Per Assessment Schedule of Multiple Financial Years	No	$31.20	$32.00
Recreation Parks	Angas Recreation Park: Oval	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Angas Recreation Park: Junior Oval	Per Hour	Yes	$15.00	$16.00
Recreation Parks	Angas Recreation Park: Show Hall	Per Hour	Yes	$10.00	$11.00
Recreation Parks	Curdnatta Park: Oval	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Curdnatta Park: Pavillion	Per Hour	Yes	$31.00	$32.00
Recreation Parks	Barossa Park Oval	Per Hour	Yes	Fees paused at Lyndoch Oval in 2024-25	$31.00
Recreation Parks	Barossa Park Oval: Second Oval	Per Hour	Yes	Fees paused at Lyndoch Oval in 2024-25	$31.00
Recreation Parks	Moculta Recreation Park: Pavillion	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Moculta Recreation Park: Oval	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Stockwell Recreation Park: Oval	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Stockwell Recreation Park: Pavillion	Per Hour	Yes	$26.00	$27.00
Recreation Parks	Talunga Recreation Park: Permitted Event Camping Fee - Non Powered (Bookings/payments to be referred to Mt Pleasant Caravan Park)	Per Person Per Day	Yes	$10.00	$11.00
Recreation Parks	Talunga Recreation Park: Oval	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Talunga Recreation Park: Atrium	Per Hour	Yes	$25.00	$26.00
Recreation Parks	Talunga Recreation Park: Cattle Shed	Per Hour	Yes	$10.00	$11.00
Recreation Parks	Talunga Recreation Park: Horse Shed	Per Hour	Yes	$10.00	$11.00
Recreation Parks	Talunga Recreation Park: Sheep Shed	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Talunga Recreation Park: Shearing Shed	Per Hour	Yes	$5.00	$5.00
Recreation Parks	Talunga Recreation Park: Pavilion Hire	Per Hour	Yes	$30.00	$31.00
Recreation Parks	Tanunda Recreation Park: Oval	Per Hour	Yes	$30.00	$31.00
Recreation Parks	Tanunda Recreation Park: Junior Oval	Per Hour	Yes	$15.00	$16.00
Recreation Parks	Tanunda Recreation Park: Show Hall	Per Hour	Yes	$80.00	$82.00
Recreation Parks	Tanunda Recreation Park: Show Hall Green Room	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Tanunda Recreation Park: Show Hall Rex Starick Pavilion	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Williamstown QVJ Recreation Park: Oval Hire	Per Hour	Yes	$20.00	$21.00
Recreation Parks	Williamstown QVJ Recreation Park: Clubroom Hire	Per Hour	Yes	$30.00	$31.00
Rent	Road Rental - Minimum Charge for less than 1ha		Yes	No Charge	No Charge
Rent	Road Rental - Charge per ha for area greater than 1ha		Yes	No Charge	No Charge
Sharps Containers	1.4 Litre Containers		Yes	$7.50	$7.70
Sharps Containers	2.8 Litre Containers		Yes	$10.50	$11.00
Stormwater	Kalimna Road Development Stormwater Drainage Head-works Levy	Per square metre of Development applied to all Land Developments north of Kalimna Road, Nuriootpa	Yes	$5.29	$5.42
Swimming Pool	Nuriootpa Swimming Pool: Adult		Yes	$5.60	$6.00
Swimming Pool	Nuriootpa Swimming Pool: Concession		Yes	$5.00	$5.40
Swimming Pool	Nuriootpa Swimming Pool: Family	2 Adults, 3 Kids	Yes	$19.10	$20.50
Swimming Pool	Nuriootpa Swimming Pool: Under 5 Yrs		Yes	No Charge	No Charge
Swimming Pool	Nuriootpa Swimming Pool: Adult - 10 Visit Pass		Yes	$50.40	$54.00
Swimming Pool	Nuriootpa Swimming Pool: Concession - 10 Visit Pass		Yes	$45.00	$48.60
Swimming Pool	Nuriootpa Swimming Pool: Season Pass - Adult		Yes	$160.90	$172.00
Swimming Pool	Nuriootpa Swimming Pool: Season Pass - Concession		Yes	$144.90	$154.80
Swimming Pool	Nuriootpa Swimming Pool: Season Pass - Family	Fee Retained but not used due to Swim for Free initiative.	Yes	$239.40	$252.00
Swimming Pool	Nuriootpa Swimming Pool: Group	Minimum 20 Kids - 1.5hr timeframe	Yes	$6.00	$6.50
Swimming Pool	Nuriootpa Swimming Pool: Pool Hire	Whole Facility - As negotiated	Yes	As negotiated	As negotiated
Swimming Pool	The Rex - Casual Entry - Adult	Per Session	Yes	$8.20	$8.70
Swimming Pool	The Rex - Casual Entry - Child/Concession/Senior Card Holders	Per Session	Yes	$6.60	$7.00
Swimming Pool	The Rex - Casual Entry - Family	Per Session	Yes	$23.40	$24.60
Swimming Pool	The Rex - Casual Entry - Under 4 yrs / spectator	Per Session	Yes	No Charge	No Charge
Swimming Pool	The Rex - Pool - Membership - Direct Debit - Adult	Per Week	Yes	$10.50	$11.20
Swimming Pool	The Rex - Pool - Membership - Direct Debit - Concession	Per Week	Yes	$9.50	$10.10
Swimming Pool	The Rex - Pool - Membership - Direct Debit - Family	2 adults, 2 children under 18 yrs - Per Week	Yes	$31.90	$33.50
Swimming Pool	The Rex - Pool - Membership - 3 Month - Adult	Paid in Full	Yes	$180.60	$189.70
Swimming Pool	The Rex - Pool - Membership - 3 Month - Concession	Paid in Full	Yes	$163.00	$172.00
Swimming Pool	The Rex - Pool -Membership - 12 Month - Adult	Paid in Full	Yes	$577.70	$607.00
Swimming Pool	The Rex - Pool - Membership - 12 Month - Concession	Paid in Full	Yes	$517.00	$543.50
Swimming Pool	The Rex - Pool - 15 Visit Passes - Adult		Yes	$110.70	$118.70
Swimming Pool	The Rex - Pool - 15 Visit Passes - Concession		Yes	$89.10	$94.50
Swimming Pool	The Rex - Pool - 10 Visit Passes - Adult		Yes	$73.80	$78.30
Swimming Pool	The Rex - Pool - 10 Visit Passes - Concession		Yes	$59.40	$63.00

Register of Fees and Charges
As at 1 July 2025

Service	Title	General Information	GST	2024-2025	2025-2026
Swimming Pool	The Rex - Pool - GoSwim - Direct Debit - 1st & 2nd Child		Yes	$20.40	$21.50
Swimming Pool	The Rex - Pool - GoSwim - Direct Debit - 3rd, 4th and above Extra Child		Yes	$18.30	$19.35
Swimming Pool	The Rex - Pool - GoSwim - Direct Debit Membership - Administration Fee	Once off payment upon sign up	Yes		$20.00
Swimming Pool	The Rex - Pool - Lane Hire - Single User	Per Hour (on top of per hour charge)	Yes	$29.80	$31.50
Swimming Pool	The Rex - Pool - Lane Hire - Single User	Per Entry (on top of lane hire)	Yes	$6.80	$7.20
Swimming Pool	The Rex - Pool - Lane Hire - Ongoing Use	Per Hour - Physios, water or gym use	Yes	$17.80	$18.80
Swimming Pool	The Rex - Sections of Leisure Pool	Per Hour - Physios	Yes	$29.90	$31.50
Swimming Pool	The Rex - DECS Swimming	Department of Education daily use, for special needs	Yes	$4.50	$5.00
Swimming Pool	Williamstown QVJ Swimming Pool: Adult		Yes	$5.60	$6.00
Swimming Pool	Williamstown QVJ Swimming Pool: Concession		Yes	$5.00	$5.40
Swimming Pool	Williamstown QVJ Swimming Pool: Family	2 Adults, 3 Kids	Yes	$19.10	$20.50
Swimming Pool	Williamstown QVJ Swimming Pool: Under 5 Yrs		Yes	No charge	No charge
Swimming Pool	Williamstown QVJ Swimming Pool: Adult - 10 Visit Pass		Yes	$50.40	$54.00
Swimming Pool	Williamstown QVJ Swimming Pool: Concession - 10 Visit Pass		Yes	$45.00	$48.60
Swimming Pool	Williamstown QVJ Swimming Pool: Season Pass - Adult		Yes	$160.90	$172.00
Swimming Pool	Williamstown QVJ Swimming Pool: Season Pass - Concession		Yes	$144.90	$154.90
Swimming Pool	Williamstown QVJ Swimming Pool: Season Pass - Family	Extra Child 15%	Yes	$239.40	$252.00
Swimming Pool	Williamstown QVJ Swimming Pool: Group	Minimum 20 Kids - 1.5hr timeframe	Yes	$6.00	$6.50
Swimming Pool	Williamstown QVJ Swimming Pool: Pool Hire	Whole Facility - By negotiation	Yes	As negotiated	As negotiated
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Not for Profit - Full Day		Yes	$60.00	$62.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Not for Profit - Full Day with Power		Yes	$77.00	$79.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Not for Profit - Half Day		Yes	$30.00	$31.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Not for Profit - Half Day with Power		Yes	$43.00	$44.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Commercial - Full Day		Yes	$164.00	$168.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Commercial - Full Day with Power		Yes	$219.00	$224.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Commercial - Half Day		Yes	$81.00	$83.00
Tanunda Town Square Lawns	Tanunda Town Square Lawns: Commercial - Half Day with Power		Yes	$109.00	$112.00
Tourism	Tourism & Road Service Signs - Administration/Installation Fee		Yes	$120.00	$123.00
Tourism	Tourism & Road Service Signs - Additional Post (if needed)		Yes	$62.00	$64.00
Tourism	Tourism & Road Service Signs - Double Sided Sign - Signage Cost	At Cost	Yes	At Cost	At Cost
Tourism	Tourism & Road Service Signs - Single Sided Sign - Signage Cost	At Cost	Yes	At Cost	At Cost
Tourism	Street flag installation	For-Profit Organisations only	Yes	$350.00	$350.00
Waste Disposal/Recycling	140 Litre Waste & 240 Litre Recycling	Pro-rata fees apply for new services Optional Service - no refund applies for service cancellation	No	$203.50	$209.90
Waste Disposal/Recycling	240 Litre Waste & 240 Litre Recycling	Pro-rata fees apply for new services Optional Service - no refund applies for service cancellation	No	$244.50	$250.70
Waste Disposal/Recycling	140 Litre Waste Only	Pro-rata fees apply for new services Optional Service - no refund applies for service cancellation	No	$133.00	$137.20
Waste Disposal/Recycling	240 Litre Waste Only	Pro-rata fees apply for new services Optional Service - no refund applies for service cancellation	No	$174.00	$178.00
Waste Disposal/Recycling	240 Litre Recycling Only	Pro-rata fees apply for new services Optional Service - no refund applies for service cancellation	No	$70.50	$72.70
Waste Disposal/Recycling	240 Litre Green Organics Only	Pro-rata fees apply for new services Optional Service - no refund applies for service cancellation	No	$72.00	$74.40
Waste Disposal/Recycling	Bin Services - Administration Cancellation Fee		Yes	$11.00	$11.50
Waste Transfer Station	Car Boots and Small Wagons - Resident Fee		Yes	$39.00	$40.00
Waste Transfer Station	Car Boots and Small Wagons - Non-Resident Fee		Yes	$72.00	$74.00
Waste Transfer Station	Utes and Small Trailers up to 6x4 to Water Level - Resident Fee		Yes	$56.00	$58.00
Waste Transfer Station	Utes and Small Trailers up to 6x4 to Water Level - Non-Resident Fee		Yes	$89.00	$92.00
Waste Transfer Station	Utes and Small Trailers up to 6x4 above Water Level no Hurdles - Resident Fee		Yes	$72.00	$74.00
Waste Transfer Station	Utes and Small Trailers up to 6x4 above Water Level no Hurdles - Non-Resident Fee		Yes	$101.00	$104.00
Waste Transfer Station	Utes and Small Trailers up to 6x4 above Water Level with Hurdles - Resident Fee		Yes	$78.00	$80.00
Waste Transfer Station	Utes and Small Trailers up to 6x4 above Water Level with Hurdles - Non-Resident Fee		Yes	$106.00	$109.00
Waste Transfer Station	Trailers, Utes and Tandem Trailers to Water Level (exceeding 6x4 up to 10x5) - Resident Fee		Yes	$78.00	$80.00
Waste Transfer Station	Trailers, Utes and Tandem Trailers to Water Level (exceeding 6x4 up to 10x5) - Non-Resident Fee		Yes	$112.00	$115.00
Waste Transfer Station	Trailers, Utes and Tandem Trailers above Water Level (exceeding 6x4 up to 10x5) no Hurdles - Resident Fee		Yes	$78.00	$80.00
Waste Transfer Station	Trailers, Utes and Tandem Trailers above Water Level (exceeding 6x4 up to 10x5) no Hurdles - Non-Resident Fee		Yes	$112.00	$115.00
Waste Transfer Station	Trailers, Utes & Tandem Trailers above Water Level (exceeding 6x4 up tp 10x5) with Hurdles - Resident Fee		Yes	$95.00	$98.00
Waste Transfer Station	Trailers, Utes & Tandem Trailers above Water Level (exceeding 6x4 up to 10x5) with Hurdles - Non-Resident Fee		Yes	$128.00	$132.00
Waste Transfer Station	Trailers exceeding 10x5 with hurdles, small trucks, horse floats, car trailers etc (operator's discretion) - Resident Fee		Yes	$160.00	$164.00
Waste Transfer Station	Trailers exceeding 10x5 with hurdles, small trucks, horse floats, car trailers etc (operator's discretion) - Non-Resident Fee		Yes	$200.00	$205.00
Waste Transfer Station	Mattress Disposal - Resident Fee	Per Mattress - Single size	Yes	$49.00	$51.00
Waste Transfer Station	Mattress Disposal - Non-Resident Fee	Per Mattress - Single size	Yes	$81.00	$84.00
Waste Transfer Station	Mattress Disposal - Resident Fee	Per Mattress - Double/Queen/King size	Yes	$59.00	$61.00
Waste Transfer Station	Mattress Disposal - Non-Resident Fee	Per Mattress - Double/Queen/King size	Yes	$92.00	$95.00
Waste Transfer Station	Green Waste - Utes & Small Trailers up to 6x4 to Water Level - Resident Fee		Yes	$31.00	$32.00
Waste Transfer Station	Green Waste - Utes & Small Trailers up to 6x4 to Water Level - Non-Resident Fee		Yes	$62.00	$64.00
Waste Transfer Station	Green Waste - Utes & Small Trailers Up to 6x4 above Water Level - Resident Fee		Yes	$36.00	$37.00
Waste Transfer Station	Green Waste - Utes & Small Trailers Up to 6x4 above Water Level - Non-Resident Fee		Yes	$67.00	$69.00

Register of Fees and Charges
As at 1 July 2025

Service	Title	General Information	GST	2024-2025	2025-2026
Waste Transfer Station	Green Waste - Light Trucks up to 5 Tonne GMV - Resident Fee		Yes	$67.00	$69.00
Waste Transfer Station	Green Waste - Light Trucks up to 5 Tonne GMV - Non-Resident Fee		Yes	$99.00	$102.00
Waste Transfer Station	Green Organics Disposal Fee (Tandem Truck) - Resident Fee		Yes	$109.00	$112.00
Waste Transfer Station	Green Organics Disposal Fee (Tandem Truck) - Non-Resident Fee		Yes	$140.00	$144.00
Waste Transfer Station	Rural Refuse Tickets - Resident Fee Only		Yes	$145.00	$149.00
Waste Transfer Station	Mulch Purchase (6x4 Trailer Load) - Resident and Non-Resident		Yes	$41.00	$43.00

DEBATE REPORT

7.3 Infrastructure and Environmental Services

7.3.1 VALLEY FLOOR LEGACY ROAD - SPEED LIMIT

Author: Manager, Engineering Services
25/41093

PURPOSE

A number of roads within the Valley Floor precinct have been identified for consideration of change to the designated speed limit for consistency with the surrounding speed zone.

RECOMMENDATION

That Council requests that the Department of Infrastructure and Transport (DIT) implements a change of the designated speed zone from 100 km/hr to 80 km/hr for the following roads located within the Valley Floor precinct:

a. Thiele Road, Tanunda
b. Neldner Road, Tanunda
c. Burings Road, Tanunda
d. Nuraip Road, Nuriootpa
e. Saleyards Road, Nuriootpa, from Angaston Road to Light Pass Road
f. Diagonal Road, Angaston, from Light Pass Road to Angaston Road
g. Kalimna Road, Light Pass, from Stockwell Road to Waechters Road

REPORT

Background
In response to a history of serious crashes on roads within the Barossa Valley Floor precinct, at The Barossa Council meeting held 16 December 2008 it was resolved that *"Council requests the Department for Transport, Energy and Infrastructure to implement an 80 km/hr speed limits where existing 100 km/hr speed zones currently exist on sections of Stockwell Road, Light Pass Road, Basedow Road, Magnolia Road, Vine Vale Road, Siegersdorf Road, Penrice Road, Long Gully Road, Duckponds Road from Stockwell Road to the Sturt Highway and Hurns Road."*

In 2011, additional roads were added to the Valley Floor precinct 80km/hr speed zone, including Kalimna Road, from Light Pass Road to Stockwell Road and Pipeline Road, from Light Pass Road to Stockwell Road.

Introduction
Speed limits in South Australia are determined and applied in accordance with the requirements and criteria set out in the Speed Limit Guideline for South Australia and Speed limits are set having regard to factors such as road function, abutting roadside development and traffic and road characteristics for consistency across the state.

Reduction of the Valley Floor precinct rural open road speed zone from the default 100km/hr is not justified by a regular assessment as the relevant criteria set out in the standards and guidelines is not satisfied, however, a request for the speed limit reduction to 80km/hr at the time was made by Council to DIT through a ministerial approval process, which was supported by DTEI (now DIT).

The Valley Floor precinct roads had experienced numerous fatal and personal injury crashes prior to the speed limit change, with driver inattention and failing to stop or give way at crossroad intersections. The flat bilateral symmetry of the Valley Floor precinct grid layout induces a similar visual approach to the intersections, causing potential driver confusion as to the location of the intersection being approached and the nature of the stop or through road priority. Vegetation and vineyards close to the road also impairs clear sight lines on approach to many of the intersections.

Reduction of the Valley Floor precinct speed limit from 100 km/hr to 80 km/hr has resulted in significant road safety benefits for the valley floor precinct, demonstrated by reduced crashes recorded over the ensuing years, including a corresponding reduction in fatalities and serious injuries.

Discussion

Since 2011, a number of roads within the Valley Floor precinct have been upgraded with a bitumen sealed wearing course, or have come prominent local connectivity access roads and, as a result, are deemed to be appropriate for inclusion in the Valley Floor precinct 80 km/hr speed zone for consistency with adjacent connecting roads at 80 km/hr.

The roads proposed for inclusion are:

a. Thiele Road, Tanunda
b. Neldner Road, Tanunda
c. Burings Road, Tanunda
d. Nuraip Road, Nuriootpa
e. Saleyards Road, Nuriootpa, from Angaston Road to Light Pass Road
f. Diagonal Road, Angaston, from Light Pass Road to Angaston Road
g. Kalimna Road, Light Pass, from Stockwell Road to Waechters Road

See *attached* General Layout Plan.

The DIT Network Management Services have provided documented in principle support for the change of Thiele Road, Nuraip Road, Saleyards Road and Diagonal Road to 80 km/hr. The other roads listed have more recently been raised in terms of similar warrants.

In accordance with the DIT Speed Limit Guideline for South Australia, a request for approval of a speed limit change requires a resolution from Council endorsing the proposed speed limit change, along with the relevant Council technical assessment, for approval by DIT.

Summary and Conclusion

The proposed 80 km/hr speed limit for the abovementioned Valley Floor precinct roads is consistent with the adjacent connecting Valley Floor precinct speed designation and road environment. The initiative will assist with the road safety in the area and encourage intuitive driver compliance of the area speed limit. A formal DIT

speed zone amendment also gives clarity to SAPOL for speed enforcement as required.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Valley Floor - legacy road - speed limit - general layout plan ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

The installation of the required speed zone signage is the responsibility of Council, with costs allocated to the operational signage budget.

4. PEOPLE
Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

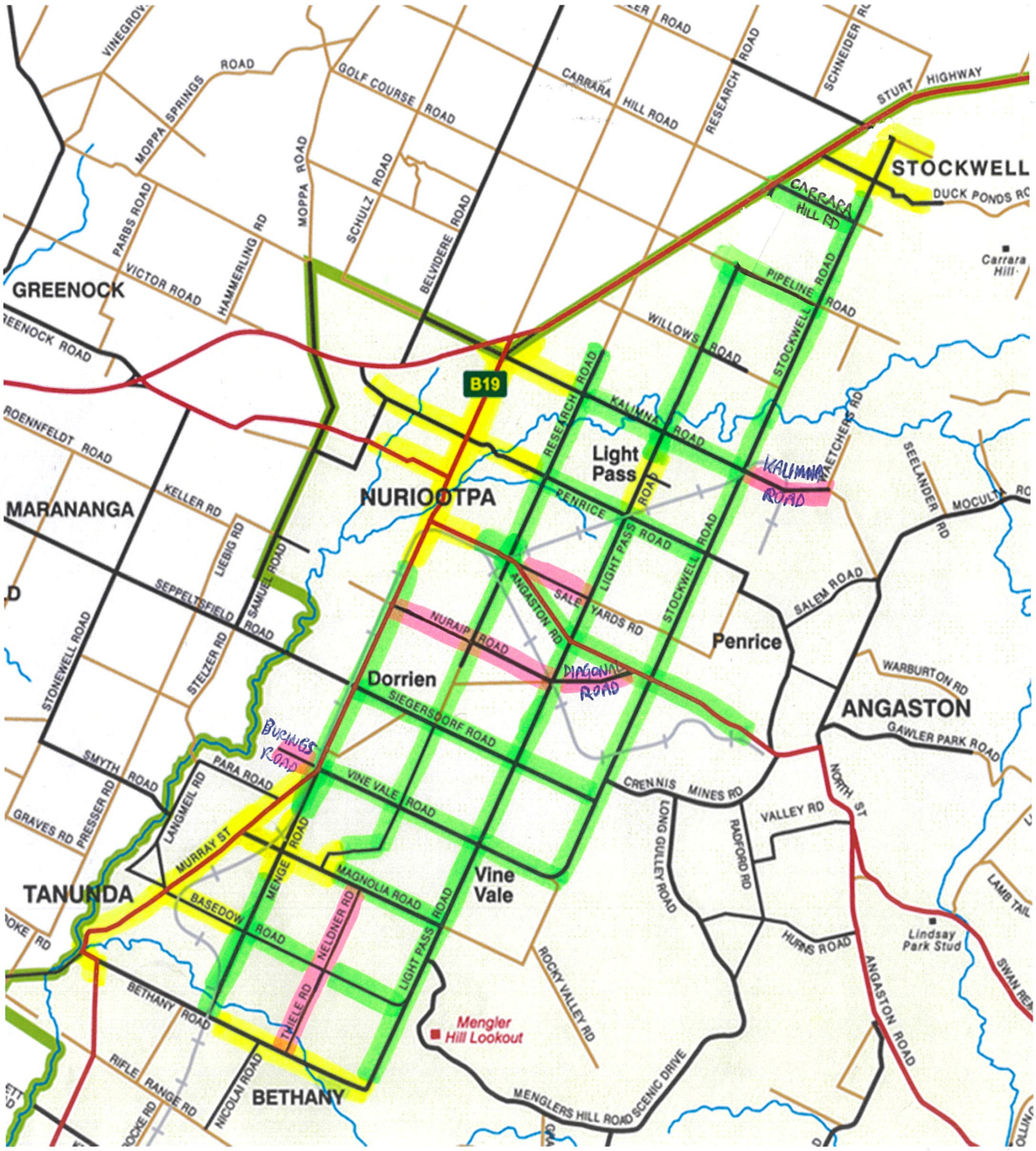
Nil

General Layout Plan - Valley Floor Precinct

Existing 80km/hr Speed limit

Proposed 80km/hr speed limit

Existing 50Km/hr speed limit



DEBATE REPORT

7.3 Infrastructure and Environmental Services

7.3.2 TREE MANAGEMENT POLICY

Author: Manager Infrastructure and Environmental Services
25/43375

PURPOSE

To provide an overview of The Barossa Council Tree Management Policy (Attachment 1) and recommend its endorsement for community consultation, followed by adoption if no formal feedback is received or significant change required.

RECOMMENDATION
That Council:

(1) Endorse the draft Tree Management Policy provided at Attachment 1 for community consultation.

(2) Direct the Chief Executive Officer to adopt the Tree Management Policy at the immediate conclusion of the public consultation period, in the absence of any written submissions for significant change or amendments being received.

REPORT

Background
Trees are a vital public asset that provide numerous environmental, social, and economic benefits. Effective management of public trees is essential to safeguard community safety, preserve biodiversity, and maintain local character and amenity. This policy has been developed in alignment with relevant legislation, including the *Local Government Act 1999*, *Planning, Development and Infrastructure Act 2016*, and best practice standards such as AS 4373-2007. It aims to formalise Council's approach to managing trees on public land.

Introduction
The Tree Management Policy establishes a strategic and consistent framework for the planting, care, protection, and, where necessary, removal of public trees. It outlines the Council's commitment to enhancing urban greening, managing risk, and involving the community in tree related decision making. The policy supports sustainable urban tree management and aligns with regional liveability and climate resilience outcomes.

Discussion
The Tree Management Policy provides a comprehensive framework for the sustainable, consistent, and transparent management of all public trees under The Barossa Council's control. This includes trees located within parks, road reserves, cemeteries, and other Council-managed open spaces. The Policy is intended to guide and inform the work of Council staff, contractors, and developers, while also

promoting community understanding and involvement. It supports a collaborative approach by outlining roles and responsibilities for all stakeholders, including elected members and residents.

The Policy is underpinned by key objectives that reflect Council's commitment to responsible tree management:

- Public Safety – The Policy prioritises the protection of the community through structured tree risk assessments, including the application of industry-recognised methodologies such as Visual Tree Assessments and Quantified Tree Risk Assessment (QTRA). Proactive inspections and hazard mitigation measures aim to minimise the risk of injury or damage resulting from tree failure, particularly in high occupancy or high risk areas.
- Infrastructure Protection – Trees are managed to reduce potential conflicts with public infrastructure, such as roads, footpaths, and utilities, as well as private property. The Policy outlines clear assessment processes and escalation pathways to ensure that significant damage is addressed appropriately, with removal considered only when other mitigation options have been exhausted.
- Environmental Benefits – Council recognises the vital environmental role of public trees and is committed to enhancing biodiversity, increasing canopy cover, and selecting appropriate species that contribute to long-term sustainability. A proactive planting program supports ecological resilience, improved air quality, and climate adaptation.
- Community Amenity – Trees are a key element of the Barossa region's visual character and community identity. The Policy supports strategic tree planting and maintenance practices that enhance the aesthetic and recreational value of public spaces, contributing to improved liveability and regional appeal.
- Clear Criteria for Tree Removal – Tree removals are governed by defined criteria based on safety risk, structural condition, and impacts on infrastructure. The Policy mandates a strong preference for retention and requires a minimum offset of five replacement trees for every one removed (5:1), reinforcing Council's commitment to maintaining and expanding the urban canopy.

In developing the Policy, Council engaged with key internal officers across relevant departments, consulted with external industry professionals, and conducted two workshops with Elected Members. This collaborative approach has ensured that the Policy is aligned with legislative requirements, operational capacity, and community expectations, while also integrating best practice principles in tree risk management, environmental sustainability, and public engagement.

Summary and Conclusion

The Tree Management Policy is a comprehensive and contemporary document that addresses both the strategic and operational aspects of managing public trees. It promotes a balanced approach that prioritises safety, sustainability, and community value.

Endorsing the policy for consultation allows the community to review and provide feedback on Council's approach. Subject to no substantial concerns or required amendments arising, it is recommended that Council adopt the policy to guide consistent and effective tree management into the future.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Tree Management Policy - June 2025 ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan

Our Environment

Supporting a sustainable Barossa.

Strategic Outcome

- We support actions that manage our environment for future generations.
- We sustainably manage our resources and encourage sustainable practices.

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

   Council supports proactive and innovative approaches such as the use of digital tree databases, prioritised maintenance scheduling, and sustainable planting practices. However, Council remains risk-averse where service failure may result in compromised public safety, infrastructure damage, or reduced community access. Resource allocation is guided by evidence-based decision-making to ensure services are delivered in a timely, safe, and sustainable manner across all public land areas.

2. **SUSTAINABILITY & ENVIRONMENT**
   Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

   The Tree Management Policy strongly emphasises preserving biodiversity, increasing canopy coverage, and selecting appropriate species for local ecosystems. Removal of trees is considered only after all other alternatives are exhausted, particularly when trees contribute to local heritage, native vegetation, or long-term environmental goals. Tree replacement

programs, which require a minimum 5:1 planting ratio, reflect Council's commitment to long-term environmental stewardship.

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Council's Tree Management Policy has a strong focus on achieving long-term value and cost-effectiveness in the management of public trees. Financial decisions are made to ensure the sustainability of tree-related programs without placing undue burden on ratepayers, and where possible, costs are recovered through mechanisms such as offset fees for development related removals or private infrastructure impacts.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Public safety is the core priority in all tree management decisions, supported by structured risk assessments (e.g. QTRA), routine inspections, and emergency response planning. Council also safeguards the health and wellbeing of its workers, volunteers, and contractors through training, adherence to safety standards, and clearly defined operational responsibilities. Community engagement is encouraged, but always within the framework of safe and approved practices.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

The Tree Management Policy mandates transparency, community consultation, and thorough documentation for removals involving locally or culturally significant trees. Council seeks to build public trust by acting with integrity, engaging stakeholders, and ensuring that all decisions reflect a balance between community safety, environmental responsibility, and the region's visual and cultural values.

COMMUNITY ENGAGEMENT

As part of the community consultation process, two public workshops with Elected Members have been held, with further engagement to occur through the public release of the draft Tree Management Policy on Council's website and social media platforms.

THE BAROSSA COUNCIL
Tree Management Policy

1 Purpose

The purpose of this policy is to:

1.1 Establish a commitment to the retention and effective safe management of public trees within The Barossa Council
1.2 Provide strategic direction and decision-making framework for planting, maintenance, removals, management, and protection of trees on Council-controlled land.

2 Scope

This policy applies to all trees managed by The Barossa Council on public lands, including road reserves, parks, cemeteries, and other open spaces. It is intended for use by:

2.1 Council staff, Elected Members and contractors for managing public trees.
2.2 Landholders, residents and developers for understanding tree management practices.
2.3 The community to promote awareness and understanding of tree management.

3 Policy Statement

The Barossa Council acknowledges the essential role of trees in enhancing the environment, providing social benefits, and supporting economic values. The Council is committed to the responsible management, preservation, and enhancement of public trees, ensuring a balance between community safety and the ecological benefits of trees. Effective risk management underpins all tree-related activities, with the primary aim of safeguarding public safety while maximising environmental value.

3.1 The Council's activities and resources shall be prioritised based on the following principles:

3.1.1 Public Safety: Minimise risks associated with trees through proactive risk assessment, mitigation measures, and regular monitoring.
3.1.2 Property and Infrastructure Protection: Protect property and infrastructure from potential damage caused by trees.
3.1.3 Health and Structural Integrity: Maintain the health and structural integrity of public trees through regular inspections and care.
3.1.4 Regional Enhancement: Enhance the region's image, liveability, and community well-being through strategic tree planting and management.
3.1.5 Biodiversity and Ecology: Promote biodiversity and the ecological benefits of trees.
3.1.6 Community Engagement: Involve the community in tree management decisions and practices.

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3.2 The policy aims to:

3.2.1 Continue to increase overall tree canopy coverage across the region through the strategic planting of appropriate species, ensuring a sustained net gain in tree numbers and canopy extent.
3.2.2 Offset the removal of trees by planting new trees in suitable locations.
3.2.3 Recognise and value the importance of tree cover for environmental sustainability.
3.2.4 Maintain a consistent approach to risk and benefit assessment of trees.
3.2.5 Foster partnerships with local organisations, community groups, residents and developers to support tree management initiatives.

3.3 Roles and Responsibilities for tree management decision making involve:

3.3.1 Council Staff
3.3.1..1 Carry out planting, pruning, maintenance, and removals based on guidance from Supervisor.
3.3.1..2 Assist in ensuring tree safety by managing growth that may impact pathways, utilities, or infrastructure.
3.3.1..3 Conduct visual assessments of trees identifying and report any obvious defects which may impact the health of trees or pose a risk to the public or property.
3.3.2 Council Tree Management Officer
3.3.2..1 Assess tree health and conduct risk assessment to evaluate potential hazards posed by the tree, including risks to public safety or property damage.
3.3.2..2 Recommend actions for tree maintenance or removal based on risk assessment outcomes.
3.3.2..3 Develop mitigation plans and ensure proper documentation of risk assessment processes.
3.3.2..4 Monitor adherence to relevant laws, policies, and regulations, particularly regarding the protection of locally and culturally important trees and native vegetation.
3.3.2..5 Engage and oversee tree contractors conducting maintenance and removal operations, ensuring public safety and compliance with regulations and standards.
3.3.3 Council Management
3.3.3..1 Develop and review tree management policies and procedures, incorporating effective risk assessment and management measures to ensure community safety.
3.3.3..2 Set strategic direction for tree preservation, safety practices, and increased urban tree canopy cover.
3.3.3..3 Ensure appropriate resource is in place to effectively oversee the retention and management of Council trees.
3.3.4 Elected Members
3.3.4..1 Ensure transparency in the decision-making process for tree removals, particularly those involving locally and culturally important trees.
3.3.4..2 Represent community interests by considering feedback and advocating for balanced decisions that appropriately weigh tree preservation and public safety in accordance with this policy.
3.3.4..3 Participate in consultation and approve removals where trees present significant risks to public safety or property, ensuring community concerns are taken into consideration in accordance with this policy.
3.3.5 Residents
3.3.5..1 Report hazardous trees or potential risks to Council.
3.3.5..2 Participate in consultation for tree related matters.

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3.3.6 Volunteers

3.3.6..1 Support maintenance activities such as planting, mulching and pruning of trees in line with Council policies and procedures.

3.4 The Council's tree maintenance programmes will focus on:

3.4.1 Sustainability: Promoting long-term tree health and environmental benefits.

3.4.1..1 Pruning and Trimming: Remove dead, damaged, or hazardous branches. Tree Pruning is in accordance with AS-4373-2007 whilst balancing maintenance needs aligned with the Council Roadside Vegetation Management Plan

3.4.1..2 Pest and Disease Treatment: Address significant pest infestation and disease to maintain tree viability.

3.4.1..3 Soil Management: Implement soil management practices to support proper root growth and ensure tree stability.

3.4.1..4 Mulching and Watering: Apply mulch and provide adequate watering, especially for the first 3 – 4 years after trees have been planted and during dry periods, to sustain tree health.

3.4.2 Biodiversity: Conserving native species and promoting ecological diversity.

3.4.3 Risk Management: Regularly inspecting and assessing trees to manage public safety risks, with increased frequency for high-risk areas based on occupancy including the needs of our locally culturally and important trees.

3.4.4 Community Amenity: Enhancing the aesthetic value of public spaces through well-maintained trees.

3.4.5 Infrastructure Compatibility: Ensuring that trees do not adversely affect public infrastructure, including roads, footpaths, and utilities.

3.4.6 Pedestrian Safety: Ensuring trees do not obstruct pathways or create hazards for pedestrians.

3.5 Tree planting will consider:

3.5.1 Environmental Suitability: Selecting tree species that are suitable for local soil and climatic conditions.

3.5.2 Aesthetic Considerations: Enhancing streetscapes and public spaces with aesthetically pleasing tree species. Consideration should be given to tree selection to match scale and character and local heritage of surrounding areas.

3.5.3 Species Diversity: Promoting a mix of native and exotic species to enhance biodiversity.

3.5.4 Functional Benefits: Selecting species that provide shade, windbreaks, and other functional benefits.

3.5.5 Community Preferences: Considering the preferences of local residents and stakeholders regarding tree species and placement.

Risk Management: Trees should be selected and positioned based on their long-term suitability for the specific location. Planting locations must be chosen to minimise interference with overhead or underground utilities, ensuring minimal risk to infrastructure over time.

3.6 Tree Removal will be considered when:

Safety Risks: Trees that pose an unacceptable risk to public safety, as determined through comprehensive assessment, will be considered for removal if the risk cannot be mitigated by other means. Risk Assessment factors shall include – value of target, occupancy of the target area, Likelihood of an incident and how that impacts the target balanced against the consequence.

3.6.1 Health and Stability: Trees are dead, dying, or structurally unstable and where habitat pruning is not a suitable option.

3.6.2 Public Infrastructure Impact: Trees are causing or are likely to cause significant damage to infrastructure, and where all other management solutions have been exhausted.
Private Property Impact: Trees are causing or are likely to cause significant damage to private property, and where all other management solutions have been exhausted.

Alleged structural damage to significant private property or value such as dwellings will be considered via a structural engineer report funded by the property owner with the decision of the tree's removal being that of the Director of Infrastructure and Environmental Services, CEO or Council. This report must be fact based and must not be open to interpretation. This report must consider all factors including construction specifications, soil sampling and must exhaust all alternatives leaving tree removal as a last resort. Council will consider the reimbursement of the cost of the engineer's report if the report finds the tree is at fault of causing damage or is highly likely to cause damage and any costs associated with the tree removal will be funded by Council.

3.6.3 Development Requirements: Trees need to be removed for infrastructure development, road widening or other construction activities, where in accordance with the requirements of the Planning & Design Code pursuant to the Planning, Development & Infrastructure Act 2016 and Native Vegetation Act

3.6.3..1 Where approval for removal has been given, residents and developers will be invoiced for offset replacements prior to removal occurring, including planting materials and all associated maintenance cost for the initial three years. Offset fees will be reviewed and adopted on a yearly basis as part of Council fees and charges setting.

3.6.4 Replacement Planting: To offset the loss resulting from approved tree removals, replacement trees will be planted at a minimum ratio of five for one (5–1) replacement trees for every one tree removed. This will ensure a net increase in tree canopy cover over time, in alignment with Council's adopted fees and charges. Wherever practicable, replacement trees will be planted as close as possible to the original removal site.

3.6.5 Tree removal or pruning is not supported based on the following criteria:

- Damage to minor infrastructure such as - driveway materials, pavers, fences, stormwater pipes, retaining walls, irrigation and waste water systems or gardens
- Minor infrastructure are determined against the trees value which is based on the Burnley Method of tree valuation
- Nuisance or debris
- Solar Panels shading
- Damage or displacement to minor infrastructure such as paving, retaining walls, garden surrounds or root penetration of lawns
- Shading of private property gardens
- Damage to driveway and stormwater crossovers
- Construction of new or altered driveway crossovers – pruning is considered

The following chart provides guidance for tree removal decision making:

Tree Removal Decision Making Process				
Criteria	**Reporting Requirements**	**Threshold for Approval**	**Delegation of Authority**	**Justification/Comments**
Public Safety Risks	Field based Arborist inspection Or Independent Arborist report	Tree poses an unacceptable risk to public safety or property(hazardous condition, dying, dead,)	Council Tree Management Officer	Removal is justified if risks to public safety cannot be mitigated by other means (e.g., pruning, fencing). Immediate action required for public safety.

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Tree Health & Stability	Field based Arborist inspection Or Independent Arborist report	Tree is dead, in decline with less than 5 year life span, or structurally defective	Council Tree Management Officer	Based on arborist's assessment of health and structural integrity. Trees in poor health should be considered for removal to avoid potential failure.
Impedes on road clearance envelope	Field based Arborist inspection Or Independent Arborist report	Tree isn't offering appropriate clearance as per Native Vegetation Management Plan with no pruning options	Council Tree Management Officer and Director Of Infrastructure and Environmental Services	Removal is justified if risks to public safety cannot be mitigated by other means (e.g., pruning, fencing). Immediate action required for public safety.
Impact on Infrastructure	Engineering Assessment	Tree causes significant or repeated damage to infrastructure	Director of Infrastructure and Environmental Services	Removal justified if tree causes ongoing damage to public infrastructure (e.g., roads, utilities) and other management solutions (e.g., root barriers, road/footpath construction methodologies) have been exhausted.
Impact of Private Infrastructure	Privately funded Engineering Assessment	Tree causes or has been proven to pose significant damage to infrastructure	Director of Infrastructure and Environmental Services or CEO or Council	Removal justified if tree causes ongoing damage to private infrastructure (e.g., foundations,) and other management solutions have been exhausted.
Biodiversity and Ecology	Field based inspection by a Council officer or regulatory authority or is reported by public or property owners	Tree is invasive or poses a threat to local biodiversity	Environmental Officer or Council Tree Management Officer	Non-native or invasive species removal to support local biodiversity and ecological goals.
Weather or fire event	Field based Arborist inspection Or Independent Arborist report	Tree has been storm damaged or burnt in a fire and poses a risk to public safety or property	Council Tree Management Officer	Removal is justified if risks to public safety cannot be mitigated by other means (e.g., pruning, fencing). Immediate action required for public safety.
Community and Aesthetic Value	Report to Councillor, senior management	Significant opposition or support from the community	Council	High community value trees require community consultation. Removal should balance public sentiment and tree preservation goals.
Development Requirements	Planning process, major projects	Tree removal required for approved development projects	Council	Must comply with development approvals and offset requirements (5:1 replanting ratio). Removal should align with planning and development guidelines.
Environmental Benefits	Native Vegetation Assessment	Tree contributes significantly to local environmental goals	Council	Trees providing critical habitat or significant environmental services should only be removed in extreme circumstances, with plans for biodiversity offsets.
Pest and Disease Management	Field based Arborist inspection Or	Tree poses a risk due to pests or diseases	Council Tree Management Officer	Treatment of infestation if not cost prohibitive, removal of trees that are diseased or infested to prevent the spread of pests or

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	Independent Arborist report			diseases to other healthy trees in the vicinity.
Cost of Maintenance or Mitigation	Field based Arborist inspection Or Independent Arborist report	Maintenance costs exceed budget for safe retention	Director of Infrastructure & Environmental Services	While cost considerations are secondary, high-maintenance trees that pose a significant financial burden may be considered for removal after other factors are weighed.
Replacement and Offset Plans	Planning process	Viable replanting plan (minimum 5:1 ratio)	Manager of Infrastructure & Environmental Services	Removal must include a replanting strategy to ensure canopy cover is maintained or increased over time, adhering to council's environmental and sustainability objectives.

3.7 Council will implement a proactive approach to risk management through the following actions:

3.7.1 Develop a Risk Management Framework: Establishment of a risk management framework that sets out the process for prioritising, identifying, assessing, and mitigating risks related to public tree maintenance, management, removals and planting of new trees.

3.7.2 Tree Risk Assessment Program: Conduct regular inspections of public trees to identify potential hazards.

3.7.3 Tree Database: Maintain a detailed tree database to record information about public trees and support evidence-based decision making, including species, age, location, health status, and inspection and maintenance history.

3.7.4 Priority Based Management: Allocate resources based on tree database performance indicators and a prioritised system that categorises trees according to the level of risk they present.

3.7.5 Resourcing, Training and Development: Ensure appropriate resourcing is made available to meet its obligations and provide ongoing training for Council staff to fulfil their requirements under this Policy.
Emergency Response Plan: Regularly review and as required, update Council's emergency incident response arrangements for dealing with tree-related incidents during extreme weather events, such as storms or high winds.

3.7.6 Audit and Review: Regularly audit and review the risk management process and to ensure effectiveness and alignment with current standards.

3.8 The Council will engage with the community in the following scenarios:

3.8.1 Consultation: During the planning and implementation of significant tree planting or removal projects.

3.8.2 Education: Providing information on the benefits of trees and best practices for tree care.

3.8.3 Feedback: Encouraging community feedback on tree management policies and practices.

3.8.4 Volunteering: Supporting community tree planting and maintenance activities through volunteer programmes.

4 Supporting Processes and Documents

4.1 The Barossa Council – Roadside Vegetation Management Plan 2023-2026

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5 Related Policies

5.1 *Customer Service Policy - 22/32237**
5.1.1 Enterprise Risk Management Framework – CD/20/126*
5.1.2 Public Consultation Policy – 13/16094*
5.2

6 Legislation and References

6.1 Local Government Act 1999
6.2 Section 221 of the Local Government Act 1999
6.3 Planning, Development and Infrastructure Act 2016
6.4 Biosecurity Act 2014
6.5 Australian Standard AS 4373-2007 Pruning of Amenity Trees
6.6 Australian Standard AS 4970-2009 Protection of Trees on Development Sites
6.7 Guidelines from the Local Government Association and other relevant bodies
6.8 Native Vegetation Act 1991

7 Review

Refer to Policy Framework – Appendix 1 and 2

7.1 This Policy will be reviewed by [the Council / Document Control Officer] in consultation with the relevant stakeholders, within four (4) years or more frequently if legislation or Council's need changes.

8 Further Information

8.1 This Policy is available on Council's website at www.barossa.sa.gov.au. It can also be viewed electronically at Council's principal office at 43-51 Tanunda Road, Nuriootpa and all Council branches, during ordinary business hours. A copy of this Policy can be obtained at those venues upon payment of a fixed fee.

8.2 Complaints regarding this Policy or its application can be made to the Customer Service team on 8563 8444 or barossa@barossa.sa.gov.au at first instance, who will refer you to the most appropriate officer according to Council's *Customer Service Policy*

9 Definitions

Business Day	A day when Council is normally open for business – Monday to Friday, excluding Public Holidays and when Council's Principal Office may be closed (e.g. over the Christmas holiday period).
Council Staff	All full-time, part-time and casual employees of The Barossa Council including trainees, apprentices, and on-hire employees.
Electronic Document and Records Management System (EDRMS)	A software application that manages digital information such as email, word-processed documents, spreadsheets, images and scanned documents. An EDRMS can also track paper records and physical objects.
Supervisor	Any direct line manager, including Chief Executive Officer, Director, Manager, Team Leader, Coordinator or Leading Worker who are responsible for Worker(s) reporting to them.
Tree Management Officer	A suitably qualified or experienced council officer or contractor responsible for assessing trees in accordance with relevant industry

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	standards, ensuring public safety, environmental sustainability, and compliance with statutory requirements.
Worker	A person is a worker if the person carries out work in any capacity for Council, including work as: (a) an employee; or (b) a contractor or subcontractor; or (c) an employee of a contractor or subcontractor; or (d) an employee of a labour hire company who has been assigned to work in the person's business or undertaking; or (e) an outworker; or (f) an apprentice or trainee; or (g) a student gaining work experience; or (h) a volunteer; or (i) a person of a prescribed class.
Visual Tree Assessment	A Visual Tree Assessment (VTA) is a method used by Tree Officers to visually inspect a tree's health and condition, focusing on identifying potential problems and risks. It involves observing the tree's "body language" and noting signs of decay, damage, or structural defects.
Infrastructure	The basic physical and organizational structures and facilities essential for the functioning of a region.
Tree Risk Assessment	A Tree Risk Assessment (TRA) is a systematic process used to evaluate the potential risks associated with trees. Risk assessment methods align with Quantified Tree Assessment (QTRA) methodology and assessment tools found in Councils Forestree asset management system.
Burnley Method of tree valuation	A formula-based approach to valuing trees, particularly those in urban or amenity settings. It considers factors like tree size, age, condition, and location to determine a monetary value.
Roadside Vegetation Management Plan	Based on the Native Vegetation Act 1991 – A specific management plan developed by Council relevant to maintaining vegetation within the council area. The plan has been developed in consultation with and has been approved by The Native Vegetation Council.
Clearance Envelope	Is an area clear of vegetation allowing the movement of vehicles and clearance to infrastructure. The road clearance envelope is specified in Councils Roadside Vegetation Management Plan which has been adopted by the Native Vegetation Council.

10 Document Control

[Community / Corporate] Plan Link:	[Insert Community or Corporate Plan link]
Document Owner:	Manager Infrastructure and Environmental Operations
Document Control Officer:	Manager Infrastructure and Environmental Operations

Version history		
Version No.	**Date**	**Description of Change**
1.0	DD/MM/YYYY	New Policy

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DEBATE REPORT

7.3 Infrastructure and Environmental Services

7.3.3 BAROSSA BUSHGARDENS - NATURE AND NATTER PROGRAM FUNDING

Author: Manager Infrastructure and Environmental Services
25/43376

PURPOSE

To seek Council approval to continue the *Nature and Natter* program at the Barossa Bushgardens, an inclusive program aimed at people living with dementia and their carers notwithstanding the prior funding support has ceased. A formal review will be conducted after 24 months to assess outcomes and the program's long-term sustainability.

RECOMMENDATION
That Council:

(1) Approves the continuation of the *Nature and Natter* service for 24 months to be funded from existing budget allocations through support from general operating budgets noting a future budget amendment maybe required.

(2) Requests a formal review at the end of the 24 month period to assess the programs community impact, attendance, resource requirements and recommendation for continuation of program.

REPORT

Background
The *Nature and Natter* program is a community-based initiative designed to support individuals living with dementia and their carers through regular, nature-based group sessions. Funded by Carers & Disability Links (CADL) until December 2024, the program has since continued on a limited basis with budget support from Council.

With limited alternatives available, *Nature and Natter* plays a unique and vital role in the wellbeing of participants and their families. The program operates from the Barossa Bushgardens and aligns with Council's strategic objectives around inclusion, ageing well, and community health.

Introduction
Nature and Natter sessions are held weekly and focus on gentle, horticulture based activities suitable for individuals with dementia. While participants engage in structured tasks, carers are given the opportunity for informal respite and peer support within the same space.
The program is intentionally small and personal, fostering a sense of safety, trust, and connection - critical elements for individuals managing cognitive decline.

Discussion
The program currently supports eight registered participants with dementia, with weekly attendance (including carers) ranging from 10 to 16 people. The nature of the illness means attendance can vary, but demand and positive outcomes have remained consistent.

Nature and Natter is staffed by one Council employee and supported by three dedicated volunteers. Activities include weeding, cleaning pots, and transplanting seedlings - tasks that promote engagement and a sense of achievement.

The program also provides meaningful respite for carers, who must remain on-site but benefit from opportunities to rest and build supportive peer relationships.

Since external funding ceased, the program has continued on a limited basis through existing Council budget and volunteers. To ensure the ongoing delivery, an allocation of $10,000 would allow the program to continue with appropriate staff resourcing and activity support.

This investment reflects excellent value for a program with high social return, strong community support, and direct alignment with Council priorities.

Summary and Conclusion
The *Nature and Natter* program is a small but impactful initiative that provides therapeutic engagement and support for people living with dementia and their carers. The program has continued despite the loss of external funding and has demonstrated clear community value.

It is recommended that Council allocate $10,000 from the existing operations budget to ensure its continuation. A review at the end of a 24 month period will evaluate the program's outcomes, effectiveness, and inform future ongoing funding requirments.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

CS11 Events - Management of community development projects and events, including enquiries and logistics. Event management supporting a variety of internal service areas and community that support the delivery of successful, community focused events.

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY

Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Council supports the *Nature and Natter* program as a valuable service that enhances community wellbeing through consistent, small-scale, nature-based engagement for people living with dementia and their carers.

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

The program aligns with Council's commitment to environmental stewardship by delivering activities within the Barossa Bushgardens that promote sustainable practices and appreciation of natural spaces.

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Council recognises the *Nature and Natter* program as a low-cost, high-impact initiative and is prepared to allocate modest funding in line with responsible financial management and community benefit.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

The program prioritises the wellbeing and safety of participants, carers, staff, and volunteers, and contributes positively to social inclusion and mental health outcomes.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Supporting *Nature and Natter* reinforces Council's reputation as a compassionate, community-focused organisation that addresses the needs of vulnerable residents with dignity and care.

COMMUNITY ENGAGEMENT

Nil

DEBATE REPORT

7.3 Infrastructure and Environmental Services

7.3.4 REVISED CEMETERY MANAGEMENT POLICY - RELEASE FOR PUBLIC CONSULTATION

Author: Executive and Project Support Officer and Director Infrastructure and Environmental Services

25/43469

PURPOSE

To seek release of the draft revised Cemetery Management Policy (attached) for public consultation.

RECOMMENDATION

That Council:

(1) Approve the release of the draft revised Cemetery Management Policy at Attachment 1 for public consultation commencing 25 June 2025 and concluding 5pm 16 July 2025.

(2) Adopts the draft revised Cemetery Management Policy as a Policy of Council at the immediate conclusion of the public consultation period, in the absence of any written submission being received.

(3) Require Officers to bring a further report to Council with the outcome of the consultation and recommendations following conclusion of the consultation period if any written submissions are received.

REPORT

Background

The Burial and Cremation Act 2013 places responsibilities on Councils to ensure that the cemeteries and other interment sites under direct or indirect Council control are properly managed and that appropriate records are kept.

The existing Cemetery Management Policy that was adopted 15 June 2021 is scheduled for review 15 June 2025.

Discussion

Council recognises that our seven operational cemeteries are the resting place of many of our district community including past pioneers and respected citizens and is committed to the efficient and effective management of these cemeteries in a caring and equitable manner in line with community expectations.

At the request of, and in consultation with the Nuriootpa RSL Sub Branch, amendments have been made to the RSL Section of the Policy to include all Barossa Veterans.

Other amendments relating to the availability of Cemetery records, memorials, expired Interment Rights, children's graves and placement of ashes have been added for clarity.

Summary and Conclusion
The Cemetery Management Policy provides a framework to guide Council and its officers in the management of the seven operational cemeteries under Council care and control.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Revised Cemetery Management Policy - June 2025 - public consultation copy ⇩
Attachment 2 Revised Cemetery Management Policy - Communication Plan - June 2025 ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Legislative Requirements
The Burial and Cremation Act 2013
Burial and Cremation Regulations 2014

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Nil

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

The draft revised Cemetery Management Policy will be released for public consultation from 25 June 2025 to 16 July 2025, in accordance with Council's Public Consultation Policy.

A Communication Plan detailing the proposed approach to the consultation is provided as Attachment 2.

THE BAROSSA COUNCIL
CEMETERY MANAGEMENT POLICY

1 Purpose

1.1 To outline The Barossa Council's objectives with respect to Council owned and operated cemeteries, in accordance with the Burial and Cremation Act 2013 (the "Act") and Burial and Cremation Regulations 2014 (the "Regulations").

1.2 Council recognises that these community cemeteries are the resting place of many of the districts past pioneers and respected citizens and is committed to the efficient and effective management of these cemeteries in a caring and equitable manner in line with community expectations.

2 Scope

2.1 This policy applies to operational cemeteries under the care and control of Council;

- Nuriootpa – 20 Vine Street, Nuriootpa SA 5355
- Angaston* - 302 Angaston Road, Angaston SA 5355
- Williamstown* - 21 Church Street, Williamstown SA 5351
- Lyndoch* - 26-28 King Street, Lyndoch SA 5351
- Mount Pleasant* - 30 Herriot Road, Mount Pleasant SA 5235
- Mount Crawford*- 393 Mount Road Mount Crawford SA 5351
- Eden Valley – 119 Rushlea Road, Eden Valley SA 5235

*Denotes a cemetery listed on the South Australian Heritage Register - meaning the care, maintenance and development of the cemetery is subject to the requirements of the *Heritage Places Act 1993*.

3 Policy Statement

3.1 The management of interments and the granting of Interment Rights in Council's cemeteries is vested in the Council and delegated to its administration.

3.2 Council will maintain a plan of each cemetery that shows:

- Each site at which human remains are interred;
- Each site set aside for the interment of human remains; and
- The number allocated to, or a description of, each site.

3.3 Existing Interment Rights (previously called lease) issued by Council prior to the development of this policy will be honoured by Council.

3.4 The cemeteries will not be segregated into areas based on religion or ethnicity. Council will have regard to the customs and specific needs of all those who apply for an Interment Right.

3.5 Cemetery Service Fees and Charges are set annually for all services provided at cemeteries as part of Council's budget process and published in Council's current Fees and Charges Register, available on Council's website.

3.6 Hours of Operation

3.6.1 All Council cemeteries are open to the public 24 hours a day, 7 days a week.

3.6.2 The hours for interment are Monday to Friday between 9.00 am and 4.00 pm.

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3.6.3 An interment outside of these hours may be available on application and by special arrangement only and will incur additional fees as per Council's current Fees and Charges Register, available on Council's website.

3.6.4 Weekend and Public holiday interments may be available on application and by special arrangement only and will incur additional fees as per Council's current Fees and Charges Register, available on Council's website.

3.6.5 There will be no interments on Christmas Day or Good Friday.

3.7 Visiting a Cemetery

3.7.1 A person must not remove, damage, deface or interfere with;

- Any building, memorial, other fixture or structure in a cemetery; or
- Any part of the cemetery grounds including a tree, shrub, plant/flower or lawn.

3.7.2 A person whilst within the cemetery grounds is not permitted to;

- Disturb a funeral service, cause a nuisance or breach the peace; or
- Discharge a firearm (except where approved at an armed services funeral); or
- Consume alcohol, other than as part of a funeral service as authorised by Council; or
- Deposit refuse, except in receptacles provided for the purpose.

3.7.3 No dogs shall be within cemetery grounds other than those held upon a leash.

3.8 Maintenance

3.8.1 Council will maintain the area of the cemetery, including grassed areas, pathways, roadways, drains, plants, fencing and structures and may remove or reposition any item that impedes the maintenance of the cemetery.

3.8.2 Any work undertaken by Council volunteers within a cemetery must be done in accordance with Council's *Volunteer Management Policy* (19/70725*).

3.8.3 For the safety and security of the general public, workers and the environment, no landscaping or maintenance of cemetery grounds, niche walls or memorial sites is permitted to be carried out by members of the public.

3.8.4 Over time, floral tributes and memorabilia will wither, weather and deteriorate affecting their presentation. Interment Right Holders are encouraged to remove these items before they become unsightly.

3.8.5 Council may prune, cut down or remove any plant, unattached ornament/memorabilia, empty flower container, broken masonry, decayed or broken wreath or dead floral tribute that is, in the opinion of Council, unsightly.

3.8.6 In the event that the surface of any interment site in the cemetery sinks below the level of the natural surface of the ground, Council may cause the site to be filled up to that level.

3.9 Issue of Interment Rights (previously called Lease)

3.9.1 An Interment Right gives the Interment Right Holder the exclusive right to bury or inter human remains in the allotted site. The Interment Right Holder must use the site only for the interment of human remains, consistent with this Policy, the Act and Regulations.

3.9.2 Interment sites will be allocated by Council. Council will assess requests to allocate a specific site giving consideration to operational requirements and will not unreasonably withhold approval.

3.9.3 The term of an Interment Right commences at the date of issue, not the date of the first interment. Council will not grant Interment Rights in perpetuity, the exception being within the Veterans' Section of the Nuriootpa Cemetery.

3.9.4 Council reserves the right

- To refuse any application for an Interment Right or renewal;
- To limit the number of Interment Rights issued to any person or entity;
- To not permit a site to be used for burial or the placement of cremated remains; and
- To permit the capacity of a burial site to be changed.

3.9.5 Council has the right to re-use an Interment site in accordance with the Act.

3.9.6 Interment Rights may be issued for the following:

In all adult sized grave sites there may be a maximum of three (3) burials and a maximum of 10 (ten) cremated remains interred.

In all children sized grave sites there may be a maximum of one (1) child aged under 10 years burial and a maximum of 2 (two) cremated remains interred, being the parents of the deceased child. Upon application, consideration will be given regarding the placement of ashes of any siblings of the deceased child.

(i) Grave sites for a multiple depth system of burial.

The term of the Interment Right is for a period of **50** years with renewal rights for a further period on the application of an Interment Right Holder or authorised person and payment of the current fee.

A burial site can be used for an adult, child or infant burial or placement of ashes up to the permitted maximum.

(ii) Children's Section Grave sites for a single depth system of burial.

The term of Interment Right is for a period of **60** years with renewal rights for a further period on the application of an Interment Right Holder or authorised person and payment of the current fee.

A Children's Section burial site can be used for the burial of a single infant or single child under the age of 10 years and the placement of ashes of the parents of the child.

Currently only Angaston and Nuriootpa cemeteries have a designated Children's Section.

(iii) Veterans' Section

The designated Veterans' Section in the Nuriootpa Cemetery has provision for the burial of, and placement of cremated remains, of deceased Barossa veterans who meet the definition of veteran as stipulated by the Australian Veteran's Recognition (Putting Veterans and their Families First) Act 2019 and their life partner. Proof of eligibility will be required.

Council administration will issue an Interment Right in perpetuity for a site in the designated Veterans' Section but will not charge an Interment Right fee.

(iv) Memory Gardens, Memorial Rose Garden or Niche Walls

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The term of Interment Right is for a period of **50** years with renewal rights for a further period on the application of an Interment Right Holder or authorised person and payment of the current fee.

(v) Scattering of ashes

Requests for scattering of ashes of deceased persons (or animals) in a Cemetery or on Community Land will not be approved.

Refer to Council's *Memorials on Council Land Policy* (19/31010*)

(vi) Burial on Private Rural Land

In accordance with the Act, Council will receive application and may grant permission for a burial on private land outside "metropolitan Adelaide" and outside the boundary of a township.

(vii) Natural Burials

While there is no dedicated natural burial site in any of the Council cemeteries, natural burials can be carried out in all Barossa Council cemeteries. The installation of a headstone or memorial is at the discretion of the Interment Right Holder.

3.10 Renewal or Transfer of Interment Rights (previously called Lease)

3.10.1 Renewal of Interment Right

At the end of the Interment Right period Council may, on application of the Interment Right Holder or an authorised person, renew or extend an Interment Right on payment of the current fee.

3.10.2 Surrender of an Interment Right

The Holder of an unexercised Interment Right may surrender the Interment Right to Council as per the Act.

3.10.3 Transfer of Interment Rights

An Interment Right Holder for an interment site (occupied or vacant) may make application to seek approval of Council to transfer the interment right to another person.

The transfer of a current Interment Right held in an Estate, must be actioned to a living person prior to any burial or placement of ashes being approved.

Council will not unreasonably withhold its approval to transfer an Interment Right. However, an administrative fee may be charged as per the current Fees and Charges Register, available on Council's website.

3.11 Interment of Human Remains

3.11.1 All burials in Council cemeteries are to be requested by the Funeral Director, approved by Council administration, and recorded in the Council's Customer Request Management System.

3.11.2 Funeral Directors are to provide a minimum of two (2) working days' notice that an interment is required. Where less notice is provided, Council staff may advise that the proposed interment cannot be accommodated.

3.11.3 Requests for the interment of cremated remains will be accepted from Funeral Directors or Interment Right Holders, approved by Council administration, and recorded in the Council's Customer Request Management System.

3.11.4 Funeral Directors or Interment Right Holders are to provide a minimum of five (5) working days' notice that a placement of ashes is required. Should a memorial

plaque be required it is recommended to make application three (3) months in advance of the proposed interment date.

3.11.5 Burials must be carried out by the Funeral Director as specified in the Customer Request.

3.11.6 Placement of cremated remains within an existing grave site only, may be carried out by the Funeral Director, Interment Right Holder or Council employee as specified in the Customer Request. All other placement of ashes will be carried out by a Council employee.

3.11.7 Funeral Directors are responsible for providing the equipment and staff to undertake the burial of bodily remains. It is expected that the persons involved will be trained and competent to a level where they can undertake all necessary arrangements and foreseeable occurrences associated with the regulation of a burial service. Funeral Directors must hold the appropriate level of public liability insurance and provide proof of currency if requested by Council.

3.11.8 All requests to bury bodily remains in a Council cemetery must be accompanied by appropriate documentation in accordance with the Act and Regulations.

3.11.9 Council cannot allow the burial of bodily remains without seeing (and recording the details of):

- a certificate of identification for the body; and
- a partial certificate of cause of death; or
- a disposal authorisation; or
- an authorisation to dispose of human remains granted by the Minister or the Registrar under the Act.

3.12 Cemetery Records

3.12.1 Under the Act, Council, as the "relevant authority" must maintain and make available to the public documentation for each cemetery.

3.12.2 Council maintains a register of interments in the cemeteries to the best available knowledge and records.

3.12.3 Cemetery records are available for inspection by the public on request at the Principal Council office during Council office hours, and at all times online via the Council website - www.barossa.sa.gov.au

3.13 Access to an Interment Site

3.13.1 The opening and closing of a burial site must be undertaken by a Council employee or a Contractor employed by the Council.

3.13.2 The allocation of a burial site must be confirmed with the Funeral Director or Monumental Mason by Council's administration, prior to any excavation or other work on the site being approved.

3.13.3 Council will not remove or replace top stones/ledgers/granite slabs erected as part of a memorial to accommodate additional interments or memorial works. The Funeral Director or Monumental Mason is to make arrangements, and the associated cost will be the responsibility of the Funeral Director or Monumental Mason.

3.13.4 Interment will not be permitted if the term of an Interment Right has expired.

Council will not unreasonably withhold its approval to renew an expired Interment Right, however, depending on location, a site inspection may be

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required to determine safe machinery access. Should it be determined by Council that safe access is not available an alternative site will be allocated by Council in consultation with the Interment Right Holder.

Fees will be as per the current Fees and Charges; however, an additional administrative fee may be charged as per the current Fees and Charges Register, available on Council's website.

3.13.5 Council reserves the right to erect or install a temporary access at any time on or across any interment site, for equipment and material as necessary for interment on adjoining sites or for other operational purposes.

3.14 Memorial (Headstone – Monument – Bronze plaque)

3.14.1 No new or additional memorial works shall be commenced on any interment site unless the Interment Right for the site is current, in the name of a living person and a Memorial Application has been submitted to and approved by Council administration.

3.14.2 Council will accept applications for memorial works on an expired historical site without the financial renewal of the Interment Right provided the Interment Right is in the name of a living person. Should the site be requested for an interment at a future date the payment of the current fee will apply.

3.14.3 New memorials should reflect the existing character of the area in which they will be located and be in a similar form and dimension to those adjacent or close by.

3.14.4 Applications to use a service badge on a private memorial within the general or Veteran's Section are to be accompanied by approval to use insignia from Department of Veteran's Affairs through the Office of Australian War Graves.

3.14.5 Only a Council employee or a licensed and qualified Contractor approved by Council shall install a memorial headstone, full monument or plaque.

All Contractors must hold the appropriate level of public liability insurance and provide proof of currency if requested by Council.

3.14.6 Full Monumental works must be kept within the confines of the allocated interment site.

3.14.7 Concrete surrounds must retain an internal measurement to allow for additional burials if required.

3.14.8 Headstones must be placed entirely on the beam within the confines of the allocated interment site.

3.14.9 Council will not be held responsible for damage to memorials through acts of vandalism, ageing or deterioration. Repair of damaged memorials is the responsibility of the Interment Right Holder.

3.14.10 Temporary grave markers, including wooden crosses, are permitted. If Council forms the opinion that a marker has deteriorated to the extent that they are unreadable Council has the right to remove them.

3.14.11 The installation of all memorial plaques for any Niche Wall, Memory Garden or Memorial Rose shall be arranged between the Interment Right Holder and Council administration. The plaque will be ordered by Council administration and the cost charged to the Interment Right Holder.

3.14.12 The ownership of memorials, headstones, plaques, monuments and other approved structures remains with the Interment Right Holder. The Council is not responsible for the upkeep, repair or maintenance of any memorial.

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3.14.13 In accordance with the Act, the Council may issue a notice to the Interment Right Holder of a memorial requiring repairs, removal or reinstatement of the memorial.

3.14.14 Council may act to remove any memorial or other structure that it deems, at its discretion, to be unsightly, in poor condition, dangerous or dilapidated or repair it consistent with the Act at the Interment Right Holder's cost.

3.14.15 Council may, after giving notice in accordance with the Act, remove and dispose of a memorial.

3.15 Ornaments (attached and unattached)

3.15.1 Full monument Section

Monumental works, attached ornaments, vases, flowers and wreaths must be kept within the confines of the interment site and must not be fixed to surrounding trees, plants or shrubs. Items that encroach on neighbouring sites may cause considerable distress. If Council forms the opinion that the items are offensive or have deteriorated to the extent that they are unsightly Council has the right to remove them.

3.15.2 Lawn, Beam or Headstone Only Section

Ornaments, vases, flowers and wreaths must be attached to the headstone or its base and must not extend out on to the surrounding lawn section or be fixed to surrounding trees, plants or shrubs. Items that encroach upon the lawn hinder efficient maintenance and those that encroach on to neighbouring sites may cause considerable distress. If Council forms the opinion that the items are offensive or have deteriorated to the extent that they are unsightly Council has the right to remove them.

3.15.3 Niche Walls, Memory Gardens, Memorial Roses

Items other than an attached purpose-built vase, on, or adjacent to a niche or on a plinth are not permitted.

All vases shall be ordered on request by the Interment Right Holder by Council administration and the cost charged to the Interment Right Holder.

3.15.4 Lighting

Solar powered lights or solar spikes on interment sites are not permitted, however, solar powered lights included in a permanent monument may be approved by Council.

All naked flames, such as candles and incense, are prohibited due to the risk of fire.

3.16 Authorised Officers

Council may appoint Authorised Officers to ensure administration and enforcement of Section 59 of the Act

4 Supporting Processes and Documents

4.1 User Guide – Cemetery – Processing a request for burial - Ref: CD/20/33*

4.2 Management Plan Guidelines for South Australian Cemeteries 2005 McDougall & Vines

4.3 The Barossa Council Register of Interment Rights

4.4 The Barossa Council Fees and Charges Register

4.5 Australian Standard AS4204:2019 – Headstones and Cemetery Monuments

5 Related Policies

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5.1 Memorials on Community Land – Ref 19/31010*

5.2 Volunteer Management Policy – Ref 19/70725*

6 Legislation and References

6.1 Burial and Cremation Act 2013

6.2 Burial and Cremation Regulations 2014

6.3 The Barossa Council - By Laws

7 Review

7.1 This Policy will be reviewed by the Council in consultation with the relevant stakeholders, within four (4) years or more frequently if legislation or Council's need changes.

8 Further Information

8.1 This Policy is available on Council's website at www.barossa.sa.gov.au. It can also be viewed electronically at Council's principal office at 43-51 Tanunda Road, Nuriootpa and all Council branches, during ordinary business hours. A copy of this Policy can be obtained at those venues upon payment of a fixed fee.

8.2 Complaints regarding this Policy or its application can be made to the Customer Service team on 8563 8444 or barossa@barossa.sa.gov.au at first instance, who will refer you to the most appropriate officer according to Council's *Customer Service Policy*.

9 Definitions

9.1 Words and phrases used in this policy have the same meaning as they do in the Burial and Cremation Act 2013 and/or the Burial and Cremation Regulations 2014.

Act	The *Burial and Cremation Act 2013*
Attached ornament	Permanently fastened, joined or connected to the memorial
Bodily Remains	Means the whole or any part of a human body (whatever its physical state may be) but does not include the whole or any part of a human body that has been cremated.
Business Day	A day when Council is normally open for business – Monday to Friday, excluding Public Holidays and when Council's Principal Office may be declared closed (e.g. over the Christmas holiday period).
Employee	All full-time, part-time and casual employees of The Barossa Council including trainees, apprentices, and on-hire employees.
Electronic Document and Records Management System ("EDRMS")	An automated system used to manage the creation, use, management, storage and disposal of physical and electronic Documents and Records, for the purposes of supporting the creation, revision and management of digital Documents; improving Council's work-flow, and providing evidence of business activities.
Human Remains	Means bodily remains and includes – (a) The remains of a still-born child, and (b) Bodily remains after they have been cremated
Interment Right Holder	A person who is authorised by Council to hold the exclusive right to bury or inter human remains in an allotted site. The Interment Right Holder must use the site only for the interment of human remains, consistent with this Policy, the Act and Regulations.
Regulations	*The Burial and Cremation Regulations 2014*

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Supervisor	Any direct line supervisor, including Chief Executive Officer, Director, Team Manager, Line Manager, Coordinator, Supervisor or Leading Worker who are responsible for Worker(s) reporting to them.
Unattached ornament	Not permanently fastened, joined or connected to the memorial
Worker	A person is a worker if the person carries out work in any capacity for Council, including work as: (a) an employee; or (b) a contractor or subcontractor; or (c) an employee of a contractor or subcontractor; or (d) an employee of a labour hire company who has been assigned to work in the person's business or undertaking; or (e) an outworker; or (f) an apprentice or trainee; or (g) a student gaining work experience; or (h) a volunteer; or (i) a person of a prescribed class.

10 Document Control

Corporate/Community Plan Link:	CS5- Cemeteries The efficient and effective management and maintenance of Council cemeteries in a caring and equitable manner in line with community expectations Creating a safe and connected community where people have access to sustainable services and service levels, the infrastructure they need, and feel a sense of belonging.		
Document Owner:	Director Infrastructure and Environmental Services		
Document Control Officer:	Executive and Project Support Officer – IES		
Approval Date	15/06/2021	**Next Review Date**	15/06/2025

Version history

Version No.	Date	Description of Change
1.0	15/06/2021	New Policy
2.0	xx/xx/xxxx	Revision

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CEMETERY MANAGEMENT POLICY - COMMUNICATION PLAN

Consultation dates: 25 June 2025 – 5pm 16 July 2025

Report to Council to endorse release for public consultation: 17 June 2025 *HPE 25/43458*

Desired outcomes

- Provide the community with an opportunity to provide feedback on the Revised Cemetery Management Policy through traditional and online platforms
- Use community feedback to inform Elected Member decision-making

Specific considerations

- Internal consultation via ELT is complete

Initiative	Communication Method	Responsible Officer	Timeframe	Tone/Content/Message
Online	• Your Say Barossa • Facebook • Website	Comms and EPSO	Throughout consultation	Provide copies of Policy and invite written submissions via online platforms
Advertisement	The Leader	Comms & EPSO	25 June	Public Notice – 25/43461 *Budget line GL 10-0-4225-1225-61223*
Visual Tools/Displays	A printed copy of revised policy	Comms	Throughout consultation	
Internal Staff Briefing	-Customer Service - Records	Comms EPSO(nominated officer for data collection)	Prior to consultation	Container creation and feedback capture Refer 20/62364 Guideline and Configuration - Public Consultation Refer 20/69152 Knowledge Services Team Process
CLOSE THE LOOP				
Review and decision of Council	Review and present any written submissions to Council	DIES, EPSO	Post consultation	Report to Council meeting for endorsement
Online	Endorsed Policy placed on Council website	EPSO	Following Council decision	Upload to Policy page on website

DEBATE REPORT

7.3 Infrastructure and Environmental Services

7.3.5 REVISED GRAFFITI POLICY - RELEASE FOR PUBLIC CONSULTATION

Author: Manager Infrastructure and Environmental Services
25/43470

PURPOSE

To seek release of the draft revised Graffiti Policy (attached) for public consultation.

RECOMMENDATION
That Council:

(1) Approve the release of the draft revised Graffiti Policy as at Attachment 1 for public consultation commencing 25 June 2025 and concluding 5pm 16 July 2025.

(2) Adopts the draft revised Graffiti Policy as a Policy of Council at the immediate conclusion of the public consultation period, in the absence of any written submission being received.

(3) Require Officers to bring a further report to Council with the outcome of the consultation and recommendations following conclusion of the consultation period if any written submissions are received.

REPORT

Background
The existing Graffiti Policy that was adopted 19 February 2013 is scheduled for review.

Discussion
Graffiti applied to property without permission is viewed as vandalism regardless of its artistic merits.

Graffiti vandalism has a significant financial and social impact on the community and has a negative impact on the well-being and sense of pride of its residents.

The Barossa Council has an existing process and budget to address graffiti vandalism on council owned buildings.

The aim of this policy is to document the commitment The Barossa Council has to work in partnership with the people that live, work and conduct business in the area to encourage, promote and provide a clean environment that is graffiti free, welcoming and safe.

Summary and Conclusion
The Graffiti Policy provides a framework to guide Council and its officers in the management of graffiti in the community.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Revised Graffiti Policy - June 2025 - public consultation copy
Attachment 2 Revised Graffiti Policy - Communication Plan - June 2025

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Corporate Plan

CS3 Assets - Planning, construction, maintenance and operation of Council's assets (Transport, Bridges, Community Wastewater Management System, Community, Cultural, Recreation and Stormwater)
CS12 Facility and Community Land - Management of buildings, maintenance and occupancy, including inspections and advice to enable safe, accessible, fit for purpose and well managed community facilities, office spaces and community land

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT
Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL
Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Nil

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Nil

COMMUNITY ENGAGEMENT

The draft revised Graffiti Policy will be released for public consultation from 25 June 2025 to 16 July 2025, in accordance with Council's Public Consultation Policy.

A Communication Plan detailing the proposed approach to the consultation is provided as Attachment 2.

THE BAROSSA COUNCIL
GRAFFITI POLICY

1 Purpose

1.1 The purpose of this policy is to state The Barossa Council's (Council) position in regard to the management of graffiti.

2 Scope

2.1 This policy applies to all Council owned property.
2.2 This policy supports the management of graffiti on public and private property.

3 Policy Statement

3.1 Graffiti is a criminal offence.

3.2 Graffiti detracts from the visual amenity of the area, is destructive to property and a cost burden to the community.

3.3 Council will assist in creating a graffiti free environment.

3.4 Council will encourage and support community groups and individuals that wish to assist in implementing graffiti prevention initiatives.

3.5 Council will support anti-graffiti initiatives which aim to:

- Reduce the incidence of graffiti vandalism in the Barossa
- Increase the reporting of graffiti
- Increase community participation in anti-graffiti programs

3.7 Council will assist property owners with removal of graffiti on their land as far as reasonably practicable and within available resources.

4 Supporting Processes and Documents

4.1 Graffiti Reporting and Removal Process - Ref: 13/8123

5 Related Policies

5.1 *Customer Service Policy - 22/32237**

6 Legislation and References

6.1 Local Government Act 1999
6.2 Graffiti Control Act 2001

7 Review

7.1 This Policy will be reviewed by [the Council / Document Control Officer] in consultation with the relevant stakeholders, within four (4) years or more frequently if legislation or Council's need changes.

8 Further Information

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8.1 This Policy is available on Council's website at www.barossa.sa.gov.au. It can also be viewed electronically at Council's principal office at 43-51 Tanunda Road, Nuriootpa and all Council branches, during ordinary business hours. A copy of this Policy can be obtained at those venues upon payment of a fixed fee.

8.2 Complaints regarding this Policy or its application can be made to the Customer Service team on 8563 8444 or barossa@barossa.sa.gov.au at first instance, who will refer you to the most appropriate officer according to Council's *Customer Service Policy*

9 Definitions

Business Day	A day when Council is normally open for business – Monday to Friday, excluding Public Holidays and when Council's Principal Office may be closed (e.g. over the Christmas holiday period).
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Electronic Document and Records Management System (EDRMS)	A software application that manages digital information such as email, word-processed documents, spreadsheets, images and scanned documents. An EDRMS can also track paper records and physical objects.
Supervisor	Any direct line manager, including Chief Executive Officer, Director, Manager, Team Leader, Coordinator or Leading Worker who are responsible for Worker(s) reporting to them.
Worker	A person is a worker if the person carries out work in any capacity for Council, including work as: (a) an employee; or (b) a contractor or subcontractor; or (c) an employee of a contractor or subcontractor; or (d) an employee of a labour hire company who has been assigned to work in the person's business or undertaking; or (e) an outworker; or (f) an apprentice or trainee; or (g) a student gaining work experience; or (h) a volunteer; or (i) a person of a prescribed class.

10 Document Control

[Community / Corporate] Plan Link:	[Insert Community or Corporate Plan link]				
Document Owner:	Director, Infrastructure and Environmental Services				
Document Control Officer:	Manager Infrastructure and Environmental Services				
Audience:	External	**Approval Date:**	DD/MM/YYYY	**Review Due:**	DD/MM/YYYY
Version history					
Version No.	**Date**	**Description of Change**			

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1.0	19/02/2013	New Policy

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GRAFFITI POLICY - COMMUNICATION PLAN

Consultation dates: 25 June 2025 – 5pm 16 July 2025

Report to Council to endorse release for public consultation: 17 June 2025 *HPE 25/43459*

Desired outcomes

- Provide the community with an opportunity to provide feedback on the Revised Graffiti Policy through traditional and online platforms
- Use community feedback to inform Elected Member decision-making

Specific considerations

- Internal consultation via ELT is complete

Initiative	Communication Method	Responsible Officer	Timeframe	Tone/Content/Message
Online	• Your Say Barossa • Facebook • Website	Comms and EPSO	Throughout consultation	Provide copies of Policy and invite written submissions via online platforms
Advertisement	The Leader	Comms & EPSO	25 June	Public Notice – 25/43465 *Budget line GL 10-0-4230-1025-61223*
Visual Tools/Displays	A printed copy of revised policy	Comms	Throughout consultation	
Internal Staff Briefing	-Customer Service - Records	Comms EPSO(nominated officer for data collection)	Prior to consultation	Container creation and feedback capture Refer 20/62364 Guideline and Configuration - Public Consultation Refer 20/69152 Knowledge Services Team Process
CLOSE THE LOOP				
Review and decision of Council	Review and present any written submissions to Council	DIES, EPSO	Post consultation	Report to Council meeting for endorsement
Online	Endorsed Policy placed on Council website	EPSO	Following Council decision	Upload to Policy page on website

DEBATE REPORT

7.3 Infrastructure and Environmental Services

7.3.6 ROAD NAMING - LAND DIVISION - 128 CALTON ROAD KALBEEBA

Author: Manager, Engineering Services
25/43575

PURPOSE

The developer of a new land division at 128 - 134 Calton Road, Kalbeeba, has requested the naming of a new road within the development. (Refer *attached* General Locality Plan and Land Division Proposal plans.)

RECOMMENDATION

That Council name the new road within the land division at 128 - 134 Calton Road, Kalbeeba, as road marked "Road A" be named Rose Hill Grove.

REPORT

Background and Introduction
Council staff have received a formal application from Glen Mont Land Pty Ltd to name the new road created within the land division located at 128 - 134 Calton Road, Kalbeeba. Only one new road name is required.

Discussion
Public road names are selected in accordance with The Barossa Council "Property Identification Policy" and the associated "Selection of Road and Public Place Names Process".

Section 4.2 of the Policy "Sources for Road Names" states:

4.2.1 Sources for road names may include,
- Aboriginal names taken from the local aboriginal language;
- Early explorers, pioneers and settlers;
- Elected Members with a term of service greater than 10 years;
- Local identities of significant achievement in their field;
- Local history;
- Thematic names such as flora, fauna etc;
- War / casualty lists;
- Commemorative names.

Road names may be selected from the list collated by Council of suggested names for street/road naming received from community groups and other individual sources over the years.

As there are no suggestions on the list for the Kalbeeba area, Council requested Council's Library Local History Services Team Leader to research appropriate names associated with the area.

The land division is part of Section 735 of the Hundred of Barossa, with 83 acres being previously the farm of early settlers Abraham and Sarah Pope and their family from the 1850's through to at least 1922, maybe the 1950's. The farm and residence were known as "Rose Hill", as noted in the obituary notices of Abraham Pope in The Evening Journal, Adelaide, 1 October 1896 and The Bunyip, Gawler, 2 October 1896, and the obituary notice of Sarah Pope in The Bunyip, Gawler, 9 September 1904 (*attached*).

As such, it is suggested to name the new road Rose Hill Grove, in association with the name of the farm and residence once on the property.

Summary and Conclusion
In accordance with Council's Property Identification Policy, the name "Rose Hill" is warranted for selection because of its association to "Early explorers, pioneers and settlers" and "Local history".

The proposed name does not duplicate any other street name in the Kalbeeba or wider Barossa areas.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1	General Locality Plan - 128 Calton Road Kalbeeba ⇩
Attachment 2	Land Division Proposal Plan - 128 Calton Road Kalbeeba ⇩
Attachment 3	Library Local History Services - research - Section 735 Hundred of Barossa - 128 Calton Road Kalbeeba ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. SERVICE DELIVERY
Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

Nil

2. SUSTAINABILITY & ENVIRONMENT

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

Nil

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

Nil

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Nil

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Public road names are selected in accordance with The Barossa Council "Property Identification Policy" and the associated "Selection of Road and Public Place Names Process".

COMMUNITY ENGAGEMENT

No formal community consultation has been undertaken. Council continues to receive and consider suggested names for street/road naming from community groups and other individual sources.

Creation date: 6/06/2025 10:15 AM

128 Calton Road

While every effort has been made to ensure the accuracy of the product, location and attribute data can not be guaranteed. Council accepts no responsibility for any errors or omissions. Any feedback on omissions or errors would be appreciated.

Scale: 1:3,687

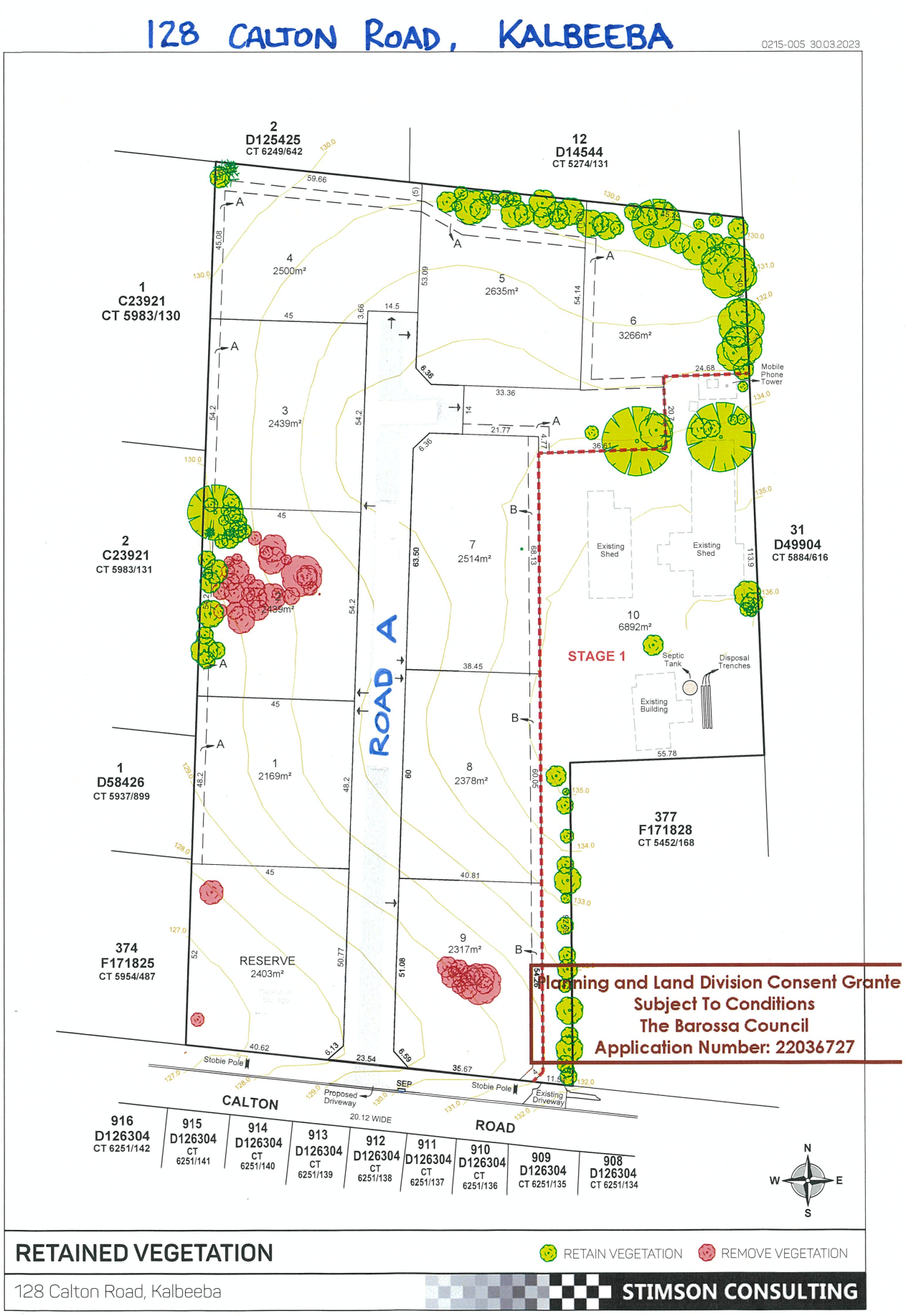
0 40 80 160 240 m

Legend

- Boundaries - Local Government Area
- Roads - DPI Roads
- <Null>
- Sealed built up (SBU)
- Sealed non built up (SNBU)
- Barossa Roads
- Property
- Owner Details

N

The Barossa Council


128 CALTON ROAD, KALBEEBA
0215-005 30.03.2023
2
D125425
CT 6249/642
12
D14544
CT 5274/131
1
C23921
CT 5983/130
2
C23921
CT 5983/131
31
D49904
CT 5884/616
1
D58426
CT 5937/899
377
F171828
CT 5452/168
374
F171825
CT 5954/487
4
2500m²
5
2635m²
6
3266m²
3
2439m²
7
2514m²
2
2439m²
10
6892m²
1
2169m²
8
2378m²
9
2317m²
RESERVE
2403m²
ROAD A
STAGE 1
Existing Shed
Existing Shed
Mobile Phone Tower
Septic Tank
Disposal Trenches
Existing Building
Stobie Pole
Proposed Driveway
SEP
Stobie Pole
Existing Driveway
CALTON ROAD
20.12 WIDE
916 D126304 CT 6251/142
915 D126304 CT 6251/141
914 D126304 CT 6251/140
913 D126304 CT 6251/139
912 D126304 CT 6251/138
911 D126304 CT 6251/137
910 D126304 CT 6251/136
909 D126304 CT 6251/135
908 D126304 CT 6251/134
Planning and Land Division Consent Granted
Subject To Conditions
The Barossa Council
Application Number: 22036727
N
W
E
S
RETAINED VEGETATION
RETAIN VEGETATION
REMOVE VEGETATION
128 Calton Road, Kalbeeba
STIMSON CONSULTING

Evening Journal (Adelaide, SA : 1869 - 1912) / Thu 1 Oct 1896 / Page 2 / Family Notices

POPE.—On the 25th September, at his residence, Rose Hill Farm, near Gawler, Abraham, the beloved husband of Sarah Pope, aged 79 years. A South Australian colonist of 51 years.

Bunyip (Gawler, SA : 1863 - 1954) / Fri 2 Oct 1896 / Page 2

THE LATE MR. ABRAHAM POPE.—The small band of pioneers was still further diminished on Friday last by the decease of Mr. Abraham Pope. Mr. Pope was not an assertive man, but in his undemonstrative way faithfully performed the duties which fell to his lot, and earned the warm regard of his friends for his genuine qualities. The deceased gentleman had been engaged in agricultural pursuits near Gawler for 48 years. He was born in Devonshire 79 years years ago, and landed in Australia from the "Westminster" in 1840. Melbourne was his destination, but he subsequently went to New Zealand and Tasmania, and eventually —in 1845—arrived in South Australia. He first settled at the Little Para, and started carting between the Burra and Port Adelaide, and it was he who delivered the first load of ore from the famous copper mine to Port Adelaide. Three years after he settled near Gawler. Mr. Pope tried his luck at the Victorian diggings, but fortune did not smile upon him to any great extent. The deceased gentleman was an old member of the Gawler Lodge of Oddfellows. He leaves a widow, three sons (Messrs J. and A. Pope, Wolseley, and W. E. Pope, Gawler, and five daughters (Mrs H. A. Blenkiron, Keyneton, Mrs. G. Butter, Wolseley, and three unmarried). The funeral took place on Sunday, and was largely attended. The Rev. Vivian Roberts conducted the burial service, and Mr. James Crump read the funeral oration of the Oddfellows. Several officers and members of the Gawler Lodge appeared in regalia. On June 2 of last year Mr. and Mrs. Pope, celebrated their golden wedding, having been united in marriage by the late Dean Farrell at Trinity Church, on June 2, 1845.

Bunyip (Gawler, SA : 1863 - 1954) / Fri 9 Sep 1904 / Page 2

THE LATE MRS. ABRAHAM POPE.—On Saturday last there passed away at her residence, Rose Hill, near Gawler, Mrs. Sarah Pope, widow of the late Abraham Pope. The deceased lady was born at Sheerness, Kent, England, on November 20, 1830, and was therefore in her 74th year. She was the sixth daughter of the late Richard and Elizabeth Charlesworth and with her parents arrived in South Australia in the Orcana on March 5, 1838. She was married to the late Mr. Pope in June, 1845 and came to this district about three years later, so that she had resided in this locality for 56 years. Previous to that Mr. Pope had been engaged in carrying ore from the Burra mines to Port Adelaide, and he was the first to deliver a load of ore from that property. Mr. Pope died in September, 1896. The late Mrs. Pope was a devoted wife and mother and was much respected by a large circle of friends. There survive three sons, Messrs. J. and A. Pope of Wolseley, and W. E. Pope of Gawler, and five daughters, Mrs. H. A. Blenkiron of Keyneton, Mrs. G. Butler of Wolseley, and Misses E., M. J., and A. M. Pope of Gawler, and seven grandchildren. Three sisters also survive, Mrs. Larsen of Gawler, Mrs. Walkley of Dry Creek, and Mrs. Davidson of Kangaroo Island. The remains were interred in the Willaston cemetery on Monday afternoon. The Rev. T. G. White officiated.

Abraham Pope Wikitree – mentions **Rose Hill Farm**, near Gawler as Section 735
https://www.wikitree.com/wiki/Pope-8505

DEBATE REPORT

7.4 Development and Community Services

7.4.1 GRANT AGREEMENT - COMMONWEALTH HOME SUPPORT PROGRAM

Author: Team Leader Community Programs
25/43613

PURPOSE

To seek the approval of the Mayor and Chief Executive Officer to sign and seal the following Commonwealth Government Grant Agreements:

- Commonwealth Home Support Program funding for the 2025/26 and 2026/27 financial years; and
- Sector Support and Development for the 2025/26 financial year.

RECOMMENDATION

That Council:

(1) Approve the Mayor and Chief Executive Officer to affix the seal and sign the Commonwealth Government Grant Agreement in relation to Commonwealth Home Support Program funding for the 2025/26 and 2026/27 financial years in accordance with section 38 of the *Local Government Act 1999*; and

(2) Approve the Mayor and Chief Executive Officer to affix the seal and sign the Commonwealth Government Grant Agreement in relation to Sector Support and Development funding for the 2025/26 financial year in accordance with section 38 of the *Local Government Act 1999*.

REPORT

Commonwealth Home Support Program

The Commonwealth Home Support Program (CHSP), which funds/part-funds services including Home Assist, Community Transport, Out and About Social Groups, and the Barossa Community Men's Shed, has been extended for a further two years (2025/26 to 2026/27) through a detailed Commonwealth grant agreement, as outlined in Attachments 1, 2, 3 and 4.

Funding for the extension period is in line with the existing contract, with the total funding for 2025-27 being $1,305,119.

Expected outputs for services remain consistent with 2023-24 period.

During 2025/26 and 2026/27 payments will continue to be delivered to providers monthly, at a twelfth of the total funding.

The impact of a new funding model, Support at Home, which is scheduled to commence no earlier than 1 July 2027, will be considered once more detailed guidance and program information is released by the Federal Government. This will include assessing potential changes to service delivery, funding arrangements, workforce requirements and impacts on our current CHSP programs. A comprehensive report will be prepared and communicated to Council when further information becomes available.

Sector Support and Development

The Sector Support and Development (SSD) program, which funds the Collaborative Project Officer role, has been extended for one year (2025/26) through a separate Commonwealth grant agreement as detailed in attachments 5, 6, and 7.

Funding for the extension period is in line with the existing contract with the total funding for 2025-26 being $84,131.

During 2025/26, SSD funding will continue to be delivered quarterly in advance.

This extension will enable continued support for the in-home aged care sector, with a potential program redesign to be developed during 2025/26 and implemented from 1 July 2026.

ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1	CHSP - Commonwealth Home Support Program - 2025-2027 - Standard Grant Agreement ⇩
Attachment 2	CHSP - Commonwealth Home Support Program - 2025-2027 - Grant Agreement - Standard Grant Conditions ⇩
Attachment 3	CHSP - Commonwealth Home Support Program - 2025-2027 - Standard Grant Agreement Supplementary Terms and Conditions ⇩
Attachment 4	CHSP - Commonwealth Home Support Program - 2025-2027 - Grant Agreement - Activity Work Plan ⇩
Attachment 5	CHSP - Commonwealth Home Support Program - Sector Support and Development - 2025-2026 - Standard Grant Agreement ⇩
Attachment 6	CHSP - Commonwealth Home Support Program - Sector Support and Development - 2025-2026 - Grant Agreement - Standard Grant Conditions ⇩
Attachment 7	CHSP - Commonwealth Home Support Program - Sector Support and Development - 2025-2026 - Standard Grant Agreement Supplementary Terms and Conditions ⇩

Supporting references
Nil

COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Community Plan

Our Places

Our places and spaces enhance the liveability, retain rural and regional character and diversity of our communities.

Strategic Outcome
- We have connected transport infrastructure and networks.

Our Council

We strive to be a leader in regional Local Government and are committed to delivering effective, efficient, and valued services to the community.

Strategic Outcome
- We have strong relationships, and where appropriate, partner with our community, industries, stakeholders, the Local Government sector and Governments.

Our Community

Creating a safe and connected community where people have access to sustainable services and service levels and infrastructure they need and feel a sense of belonging.

Strategic Outcome
- Our services and facilities are accessible.

Corporate Plan

CS19 Social Inclusion - Advocate and work in collaboration with core service providers to ensure vulnerable people have increased access and inclusion.

Legislative Requirements
Nil

RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.

   There is a moderate risk that anticipated changes under the proposed Support at Home program (from 1 July 2027) may impact the continuity, scope, or structure of current CHSP funded services. While the existing service outputs remain unchanged during the extension period, future changes may require adjustments to service models, staffing, or eligibility criteria. Staying ahead with early planning as departmental updates come through will help ensure service delivery remains uninterrupted.

2. **SUSTAINABILITY & ENVIRONMENT**

Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.

There are no direct sustainability and environmental risks associated with the grant agreements.

3. FINANCIAL

Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.

The grant extensions for both CHSP and SSD provide short-term financial certainty, with funding levels consistent with the current contracts. However, the absence of longer-term funding commitments beyond 2026/27 creates uncertainty. Financial modelling and advocacy for adequate funding under Support at Home will be important mitigations.

4. PEOPLE

Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.

Changes under the Support at Home program may impact the current workforce, including volunteers, contractors and staff. There is a risk of uncertainty or job insecurity affecting morale or retention if the transition process is not well managed. Ongoing communication and staff engagement will support workforce stability.

5. REPUTATION

Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.

Council's reputation may be at risk if changes to funding or service models lead to reduced services or unmet community expectations, particularly for our vulnerable older residents. Transparent communication with the community and involvement in transition planning will help demonstrate Council's commitment to supporting aged care services through reform.

COMMUNITY ENGAGEMENT

Nil

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Australian Government

Commonwealth Standard Grant Agreement

between
the Commonwealth represented by
Department of Health and Aged Care
and
The Barossa Council

OFFICIAL

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	The Barossa Council
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Local Government
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	47 749 871 215
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	The Barossa Council, 43-51 Tanunda Road, NURIOOTPA SA 5355
Relevant business place (if different)	
Telephone	08 8563 8444
Fax	08 8563 8461
Email	barossa@barossa.sa.gov.au

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

(a) this document;

(b) the Supplementary Terms from the Clause Bank (if any);

(c) the Standard Grant Conditions (Schedule 1);

(d) the Grant Details;

(e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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Grant Details

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTQOH0Z
Program Schedule ID:	4-KTQOH11

A. Purpose of the Grant

The purpose of the Grant is to:

Provide funding to the Grantee for the delivery of the aged care services or Activities described in Item B, which are outlined in more detail in the Commonwealth Home Support Program (CHSP) Manual, to individuals, in accordance with the objectives of the CHSP program outlined below.

The objectives of the CHSP program, which forms part of the Commonwealth funded aged care system, include to:

• provide high quality home support services at a low intensity on a short-term or ongoing basis, or higher intensity services delivered on a short-term or episodic basis to eligible individuals* who are assessed as requiring such services to maximise their independence at home and in the community, enhancing their wellbeing and quality of life.
• support eligible individuals* through linking them to appropriate and sustainable housing, community care and other support services
• support eligible individuals* through the delivery of planned respite activities which allow carers to take a break from their usual caring responsibilities, and
• contribute to the delivery of quality and safe funded aged care services in Australia.

Note: To access services under the CHSP program individuals are generally required to be aged 65 years or over and be assessed as requiring access to Commonwealth funded aged care services, with some exceptions for younger individuals who are considered to be prematurely aged. The details of eligibility criteria is currently outlined in the CHSP program manual. From the date of its commencement, the new Act is expected to outline eligibility criteria and assessment requirements for all Commonwealth funded aged care services.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Aged Care Services program

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Activity Title: Group social support
Activity ID: 4-KTQOH4Y
B. Activity

Objective

The delivery of services that support an older person's need for social connection and participation in community life including diverse cultural activities.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
As described in the Activity Work Plan	As described in the Activity Work Plan and Item E. Reporting

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	The Barossa Council	The Barossa Council 43-51 Tanunda Road NURIOOTPA SA 5355

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Aged Care Planning Region (2018)	Yorke, Lower North & Barossa

C. Duration of the Grant

The Activity starts on 1 July 2025 and ends on 31 July 2027, which is the **Activity Completion Date**.

The Agreement ends on 31 October 2027 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date.**

D. Payment of the Grant

The total amount of the Grant is $278,629.66 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	**Amount (excl. GST if applicable)**
2025-2026	$139,314.83
2026-2027	$139,314.83

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	085-005
Financial Institution	Adelaide Ground Level 22-28 King William St NAB
Account Number	393831998
Account Name	The Barossa Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	**Anticipated date**	**Amount (excl. GST)**	**GST (if applicable)**	**Total (incl. GST if applicable)**
Payment in arrears for performance of Activity described in Item B for period 1 July 2025- 31 July 2025	31 July 2025	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 August 2025 - 31 August 2025	31 August 2025	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 September 2025 - 30 September 2025	30 September 2025	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 October 2025 - 31 October 2025	31 October 2025	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 November 2025 - 30 November 2025	30 November 2025	$11,604.93	$0.00	$11,604.93

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Payment in arrears for performance of Activity described in Item B for period 1 December 2025 - 31 December 2025	31 December 2025	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 January 2026 - 31 January 2026	31 January 2026	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 February 2026 - 28 February 2026	28 February 2026	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 March 2026 - 31 March 2026	31 March 2026	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 April 2026 - 30 April 2026	30 April 2026	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 May 2026 - 31 May 2026	31 May 2026	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 June 2026 - 30 June 2026	30 June 2026	$11,604.88	$0.00	$11,604.88
Payment in arrears for performance of Activity described in Item B for period 1 July 2026- 31 July 2026	31 July 2026	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 August 2026 - 31 August 2026	31 August 2026	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 September 2026 - 30 September 2026	30 September 2026	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 October 2026 - 31 October 2026	31 October 2026	$11,618.86	$0.00	$11,618.86
Payment in arrears for performance of Activity described in Item B for period 1 November 2026 - 30 November 2026	30 November 2026	$11,604.93	$0.00	$11,604.93

OFFICIAL

Payment in arrears for performance of Activity described in Item B for period 1 December 2026 - 31 December 2026	31 December 2026	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 January 2027 - 31 January 2027	31 January 2027	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 February 2027 - 28 February 2027	28 February 2027	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 March 2027 - 31 March 2027	31 March 2027	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 April 2027 - 30 April 2027	30 April 2027	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 May 2027 - 31 May 2027	31 May 2027	$11,604.93	$0.00	$11,604.93
Payment in arrears for performance of Activity described in Item B for period 1 June 2027 - 30 June 2027	30 June 2027	$11,604.88	$0.00	$11,604.88
Total Amount		**$278,629.66**	**$0.00**	**$278,629.66**

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2025 - 31 July 2025 as described in Item E.1 Performance Reports.	14 August 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2025 - 31 August 2025 as described in Item E.1 Performance Reports.	14 September 2025

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2025 - 30 September 2025 as described in Item E.1 Performance Reports.	14 October 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2025 - 31 October 2025 as described in Item E.1 Performance Reports.	14 November 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2025 - 30 November 2025 as described in Item E.1 Performance Reports.	14 December 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2025 - 31 December 2025 as described in Item E.1 Performance Reports.	14 January 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2026 - 31 January 2026 as described in Item E.1 Performance Reports.	14 February 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2026 - 28 February 2026 as described in Item E.1 Performance Reports.	14 March 2026
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2026 - 31 March 2026 as described in Item E.1 Performance Reports.	14 April 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2026 - 30 April 2026 as described in Item E.1 Performance Reports.	14 May 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2026 - 31 May 2026 as described in Item E.1 Performance Reports.	14 June 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2026 - 30 June 2026 as described in Item E.1 Performance Reports.	14 July 2026

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Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2025 to 30 June 2026 as described in Item E.1 Performance Reports.	31 July 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2026 - 31 July 2026 as described in Item E.1 Performance Reports.	14 August 2026
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2026 - 31 August 2026 as described in Item E.1 Performance Reports.	14 September 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2026 - 30 September 2026 as described in Item E.1 Performance Reports.	14 October 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2026 - 31 October 2026 as described in Item E.1 Performance Reports.	14 November 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2026 - 30 November 2026 as described in Item E.1 Performance Reports.	14 December 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2026 - 31 December 2026 as described in Item E.1 Performance Reports.	14 January 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2027 - 31 January 2027 as described in Item E.1 Performance Reports.	14 February 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2027 - 28 February 2027 as described in Item E.1 Performance Reports.	14 March 2027
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2027 - 31 March 2027 as described in Item E.1 Performance Reports.	14 April 2027

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2027 - 30 April 2027 as described in Item E.1 Performance Reports.	14 May 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2027 - 31 May 2027 as described in Item E.1 Performance Reports.	14 June 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2027 - 30 June 2027 as described in Item E.1 Performance Reports.	14 July 2027
Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2026 to 30 June 2027 as described in Item E.1 Performance Reports.	31 July 2027
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2027

E.1 Performance Reports

The Grantee must provide client level data and service delivery information for all Activities described in Item B. Grant Activity (except for Sector Support and Development - Service System Development Activities) in accordance with the Data Exchange Protocols.

The Grantee must provide the data required within the Data Exchange Protocols through an approved mechanism as outlined in the Data Exchange Protocols.

The Grantee is required to finalise the submission of data within the Data Exchange by the due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Grantee must report progress in accordance with the Activity Work Plan in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site). The Grantee is required to submit reports by the applicable due date set out at Item E.

The Commonwealth will monitor activity levels as reported in the Data Exchange and in proportion to expected service levels according to the Activity Work Plan and may adjust payments (outlined in Item D) according to achieved service delivery levels. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee.

Wellness and Reablement Reports

The Grantee must provide service level information to the Commonwealth on wellness and reablement approaches being implemented by the Grantee as part of the Activities described in Item B Grant Activity. The service level information must be provided in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

The Grantee is required to provide a wellness and reablement report by the applicable due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Wellness and Reablement report is not a requirement.

E.2 Activity Work Plan

The Grantee agrees that its performance will be measured against the attached Activity Work Plan.

For Sector Support and Development - Service System Development Activities, a separate Activity Work Plan must be submitted.

E.3 Financial Acquittal Reports

The Grantee must provide a financial declaration for each financial year of this Agreement. A financial declaration is a certification from the Grantee which:

* states that all Grant funds were expended for the purpose as outlined in the Agreement; and

* declares the amount of unexpended Grant funds.

The financial declaration must be certified by the Grantee's board, the chief executive officer or an officer with the authority to do so verifying the funds have been expended on the Activity in accordance with the Grant Agreement.

The financial declaration must include a statement that the funding received under the Grant was expended only on clients with an assessment approval and services as defined under the service list.

The Grantee is required to provide a financial declaration by the applicable due date at Item E.

E.4 Other Reports

The Grantee must provide assistance and information to the Commonwealth as reasonably required by the Commonwealth, including but not limited to data on existing clients not registered on My Aged Care in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site) in the timeframe specified by the Commonwealth.

Child Safe Statement of Compliance (Clause G8A)

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Supplementary Term at clause G8A of the Grantee's Agreement. The Grantee is required to provide a Child Safe Statement of Compliance Report for each year funded under this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Courtney Dswonitzky
Position	Coordinator
Business hours telephone	08 8563 8411
E-mail	cdswonitzky@barossa.sa.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	SAperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

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Activity Title: Home maintenance and repairs
Activity ID: 4-KTQOH77
B. Activity

Objective

The provision of or assistance with maintenance of the house and garden to ensure a safe and habitable home environment or facilitate wellness and reablement goals.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
As described in the Activity Work Plan	As described in the Activity Work Plan and Item E. Reporting

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	The Barossa Council	The Barossa Council 43-51 Tanunda Road NURIOOTPA SA 5355

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Aged Care Planning Region (2018)	Yorke, Lower North & Barossa

C. Duration of the Grant

The Activity starts on 1 July 2025 and ends on 31 July 2027, which is the **Activity Completion Date**.

The Agreement ends on 31 October 2027 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date.**

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D. Payment of the Grant

The total amount of the Grant is $435,108.42 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2025-2026	$217,554.21
2026-2027	$217,554.21

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	085-005
Financial Institution	Adelaide Ground Level 22-28 King William St NAB
Account Number	393831998
Account Name	The Barossa Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment in arrears for performance of Activity described in Item B for period 1 July 2025- 31 July 2025	31 July 2025	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 August 2025 - 31 August 2025	31 August 2025	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 September 2025 - 30 September 2025	30 September 2025	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 October 2025 - 31 October 2025	31 October 2025	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 November 2025 - 30 November 2025	30 November 2025	$18,122.27	$0.00	$18,122.27

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Payment in arrears for performance of Activity described in Item B for period 1 December 2025 - 31 December 2025	31 December 2025	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 January 2026 - 31 January 2026	31 January 2026	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 February 2026 - 28 February 2026	28 February 2026	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 March 2026 - 31 March 2026	31 March 2026	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 April 2026 - 30 April 2026	30 April 2026	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 May 2026 - 31 May 2026	31 May 2026	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 June 2026 - 30 June 2026	30 June 2026	$18,122.24	$0.00	$18,122.24
Payment in arrears for performance of Activity described in Item B for period 1 July 2026- 31 July 2026	31 July 2026	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 August 2026 - 31 August 2026	31 August 2026	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 September 2026 - 30 September 2026	30 September 2026	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 October 2026 - 31 October 2026	31 October 2026	$18,144.02	$0.00	$18,144.02
Payment in arrears for performance of Activity described in Item B for period 1 November 2026 - 30 November 2026	30 November 2026	$18,122.27	$0.00	$18,122.27

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Payment in arrears for performance of Activity described in Item B for period 1 December 2026 - 31 December 2026	31 December 2026	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 January 2027 - 31 January 2027	31 January 2027	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 February 2027 - 28 February 2027	28 February 2027	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 March 2027 - 31 March 2027	31 March 2027	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 April 2027 - 30 April 2027	30 April 2027	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 May 2027 - 31 May 2027	31 May 2027	$18,122.27	$0.00	$18,122.27
Payment in arrears for performance of Activity described in Item B for period 1 June 2027 - 30 June 2027	30 June 2027	$18,122.24	$0.00	$18,122.24
Total Amount		**$435,108.42**	**$0.00**	**$435,108.42**

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2025 - 31 July 2025 as described in Item E.1 Performance Reports.	14 August 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2025 - 31 August 2025 as described in Item E.1 Performance Reports.	14 September 2025

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2025 - 30 September 2025 as described in Item E.1 Performance Reports.	14 October 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2025 - 31 October 2025 as described in Item E.1 Performance Reports.	14 November 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2025 - 30 November 2025 as described in Item E.1 Performance Reports.	14 December 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2025 - 31 December 2025 as described in Item E.1 Performance Reports.	14 January 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2026 - 31 January 2026 as described in Item E.1 Performance Reports.	14 February 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2026 - 28 February 2026 as described in Item E.1 Performance Reports.	14 March 2026
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2026 - 31 March 2026 as described in Item E.1 Performance Reports.	14 April 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2026 - 30 April 2026 as described in Item E.1 Performance Reports.	14 May 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2026 - 31 May 2026 as described in Item E.1 Performance Reports.	14 June 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2026 - 30 June 2026 as described in Item E.1 Performance Reports.	14 July 2026

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Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2025 to 30 June 2026 as described in Item E.1 Performance Reports.	31 July 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2026 - 31 July 2026 as described in Item E.1 Performance Reports.	14 August 2026
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2026 - 31 August 2026 as described in Item E.1 Performance Reports.	14 September 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2026 - 30 September 2026 as described in Item E.1 Performance Reports.	14 October 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2026 - 31 October 2026 as described in Item E.1 Performance Reports.	14 November 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2026 - 30 November 2026 as described in Item E.1 Performance Reports.	14 December 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2026 - 31 December 2026 as described in Item E.1 Performance Reports.	14 January 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2027 - 31 January 2027 as described in Item E.1 Performance Reports.	14 February 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2027 - 28 February 2027 as described in Item E.1 Performance Reports.	14 March 2027
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2027 - 31 March 2027 as described in Item E.1 Performance Reports.	14 April 2027

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2027 - 30 April 2027 as described in Item E.1 Performance Reports.	14 May 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2027 - 31 May 2027 as described in Item E.1 Performance Reports.	14 June 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2027 - 30 June 2027 as described in Item E.1 Performance Reports.	14 July 2027
Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2026 to 30 June 2027 as described in Item E.1 Performance Reports.	31 July 2027
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2027

E.1 Performance Reports

The Grantee must provide client level data and service delivery information for all Activities described in Item B. Grant Activity (except for Sector Support and Development - Service System Development Activities) in accordance with the Data Exchange Protocols.

The Grantee must provide the data required within the Data Exchange Protocols through an approved mechanism as outlined in the Data Exchange Protocols.

The Grantee is required to finalise the submission of data within the Data Exchange by the due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Grantee must report progress in accordance with the Activity Work Plan in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site). The Grantee is required to submit reports by the applicable due date set out at Item E.

The Commonwealth will monitor activity levels as reported in the Data Exchange and in proportion to expected service levels according to the Activity Work Plan and may adjust payments (outlined in Item D) according to achieved service delivery levels. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee.

Wellness and Reablement Reports

The Grantee must provide service level information to the Commonwealth on wellness and reablement approaches being implemented by the Grantee as part of the Activities described in Item B Grant Activity. The service level information must be provided in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

The Grantee is required to provide a wellness and reablement report by the applicable due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Wellness and Reablement report is not a requirement.

E.2 Activity Work Plan

The Grantee agrees that its performance will be measured against the attached Activity Work Plan.

For Sector Support and Development - Service System Development Activities, a separate Activity Work

Plan must be submitted.

E.3 Financial Acquittal Reports

The Grantee must provide a financial declaration for each financial year of this Agreement. A financial declaration is a certification from the Grantee which:

* states that all Grant funds were expended for the purpose as outlined in the Agreement; and

* declares the amount of unexpended Grant funds.

The financial declaration must be certified by the Grantee's board, the chief executive officer or an officer with the authority to do so verifying the funds have been expended on the Activity in accordance with the Grant Agreement.

The financial declaration must include a statement that the funding received under the Grant was expended only on clients with an assessment approval and services as defined under the service list.

The Grantee is required to provide a financial declaration by the applicable due date at Item E.

E.4 Other Reports

The Grantee must provide assistance and information to the Commonwealth as reasonably required by the Commonwealth, including but not limited to data on existing clients not registered on My Aged Care in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site) in the timeframe specified by the Commonwealth.

Child Safe Statement of Compliance (Clause G8A)

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Supplementary Term at clause G8A of the Grantee's Agreement. The Grantee is required to provide a Child Safe Statement of Compliance Report for each year funded under this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Courtney Dswonitzky
Position	Coordinator
Business hours telephone	08 8563 8411
E-mail	cdswonitzky@barossa.sa.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	SAperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Activity Title: Individual social support
Activity ID: 4-KTQOH9G
B. Activity

Objective

The delivery of services that support an older person's need for social connection and participation in community life including diverse cultural activities.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
As described in the Activity Work Plan	As described in the Activity Work Plan and Item E. Reporting

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	The Barossa Council	The Barossa Council 43-51 Tanunda Road NURIOOTPA SA 5355

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Aged Care Planning Region (2018)	Yorke, Lower North & Barossa

C. Duration of the Grant

The Activity starts on 1 July 2025 and ends on 31 July 2027, which is the **Activity Completion Date**.

The Agreement ends on 31 October 2027 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date.**

D. Payment of the Grant

The total amount of the Grant is $28,445.64 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2025-2026	$14,222.82
2026-2027	$14,222.82

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	085-005
Financial Institution	Adelaide Ground Level 22-28 King William St NAB
Account Number	393831998
Account Name	The Barossa Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment in arrears for performance of Activity described in Item B for period 1 July 2025- 31 July 2025	31 July 2025	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 August 2025 - 31 August 2025	31 August 2025	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 September 2025 - 30 September 2025	30 September 2025	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 October 2025 - 31 October 2025	31 October 2025	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 November 2025 - 30 November 2025	30 November 2025	$1,184.76	$0.00	$1,184.76

Payment in arrears for performance of Activity described in Item B for period 1 December 2025 - 31 December 2025	31 December 2025	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 January 2026 - 31 January 2026	31 January 2026	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 February 2026 - 28 February 2026	28 February 2026	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 March 2026 - 31 March 2026	31 March 2026	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 April 2026 - 30 April 2026	30 April 2026	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 May 2026 - 31 May 2026	31 May 2026	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 June 2026 - 30 June 2026	30 June 2026	$1,184.78	$0.00	$1,184.78
Payment in arrears for performance of Activity described in Item B for period 1 July 2026- 31 July 2026	31 July 2026	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 August 2026 - 31 August 2026	31 August 2026	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 September 2026 - 30 September 2026	30 September 2026	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 October 2026 - 31 October 2026	31 October 2026	$1,186.18	$0.00	$1,186.18
Payment in arrears for performance of Activity described in Item B for period 1 November 2026 - 30 November 2026	30 November 2026	$1,184.76	$0.00	$1,184.76

Payment in arrears for performance of Activity described in Item B for period 1 December 2026 - 31 December 2026	31 December 2026	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 January 2027 - 31 January 2027	31 January 2027	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 February 2027 - 28 February 2027	28 February 2027	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 March 2027 - 31 March 2027	31 March 2027	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 April 2027 - 30 April 2027	30 April 2027	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 May 2027 - 31 May 2027	31 May 2027	$1,184.76	$0.00	$1,184.76
Payment in arrears for performance of Activity described in Item B for period 1 June 2027 - 30 June 2027	30 June 2027	$1,184.78	$0.00	$1,184.78
Total Amount		**$28,445.64**	**$0.00**	**$28,445.64**

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2025 - 31 July 2025 as described in Item E.1 Performance Reports.	14 August 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2025 - 31 August 2025 as described in Item E.1 Performance Reports.	14 September 2025

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2025 - 30 September 2025 as described in Item E.1 Performance Reports.	14 October 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2025 - 31 October 2025 as described in Item E.1 Performance Reports.	14 November 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2025 - 30 November 2025 as described in Item E.1 Performance Reports.	14 December 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2025 - 31 December 2025 as described in Item E.1 Performance Reports.	14 January 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2026 - 31 January 2026 as described in Item E.1 Performance Reports.	14 February 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2026 - 28 February 2026 as described in Item E.1 Performance Reports.	14 March 2026
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2026 - 31 March 2026 as described in Item E.1 Performance Reports.	14 April 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2026 - 30 April 2026 as described in Item E.1 Performance Reports.	14 May 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2026 - 31 May 2026 as described in Item E.1 Performance Reports.	14 June 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2026 - 30 June 2026 as described in Item E.1 Performance Reports.	14 July 2026

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Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2025 to 30 June 2026 as described in Item E.1 Performance Reports.	31 July 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2026 - 31 July 2026 as described in Item E.1 Performance Reports.	14 August 2026
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2026 - 31 August 2026 as described in Item E.1 Performance Reports.	14 September 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2026 - 30 September 2026 as described in Item E.1 Performance Reports.	14 October 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2026 - 31 October 2026 as described in Item E.1 Performance Reports.	14 November 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2026 - 30 November 2026 as described in Item E.1 Performance Reports.	14 December 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2026 - 31 December 2026 as described in Item E.1 Performance Reports.	14 January 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2027 - 31 January 2027 as described in Item E.1 Performance Reports.	14 February 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2027 - 28 February 2027 as described in Item E.1 Performance Reports.	14 March 2027
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2027 - 31 March 2027 as described in Item E.1 Performance Reports.	14 April 2027

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2027 - 30 April 2027 as described in Item E.1 Performance Reports.	14 May 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2027 - 31 May 2027 as described in Item E.1 Performance Reports.	14 June 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2027 - 30 June 2027 as described in Item E.1 Performance Reports.	14 July 2027
Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2026 to 30 June 2027 as described in Item E.1 Performance Reports.	31 July 2027
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2027

E.1 Performance Reports

The Grantee must provide client level data and service delivery information for all Activities described in Item B. Grant Activity (except for Sector Support and Development - Service System Development Activities) in accordance with the Data Exchange Protocols.

The Grantee must provide the data required within the Data Exchange Protocols through an approved mechanism as outlined in the Data Exchange Protocols.

The Grantee is required to finalise the submission of data within the Data Exchange by the due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Grantee must report progress in accordance with the Activity Work Plan in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site). The Grantee is required to submit reports by the applicable due date set out at Item E.

The Commonwealth will monitor activity levels as reported in the Data Exchange and in proportion to expected service levels according to the Activity Work Plan and may adjust payments (outlined in Item D) according to achieved service delivery levels. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee.

Wellness and Reablement Reports

The Grantee must provide service level information to the Commonwealth on wellness and reablement approaches being implemented by the Grantee as part of the Activities described in Item B Grant Activity. The service level information must be provided in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

The Grantee is required to provide a wellness and reablement report by the applicable due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Wellness and Reablement report is not a requirement.

E.2 Activity Work Plan

The Grantee agrees that its performance will be measured against the attached Activity Work Plan.

For Sector Support and Development - Service System Development Activities, a separate Activity Work

Plan must be submitted.

E.3 Financial Acquittal Reports

The Grantee must provide a financial declaration for each financial year of this Agreement. A financial declaration is a certification from the Grantee which:

* states that all Grant funds were expended for the purpose as outlined in the Agreement; and

* declares the amount of unexpended Grant funds.

The financial declaration must be certified by the Grantee's board, the chief executive officer or an officer with the authority to do so verifying the funds have been expended on the Activity in accordance with the Grant Agreement.

The financial declaration must include a statement that the funding received under the Grant was expended only on clients with an assessment approval and services as defined under the service list.

The Grantee is required to provide a financial declaration by the applicable due date at Item E.

E.4 Other Reports

The Grantee must provide assistance and information to the Commonwealth as reasonably required by the Commonwealth, including but not limited to data on existing clients not registered on My Aged Care in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site) in the timeframe specified by the Commonwealth.

Child Safe Statement of Compliance (Clause G8A)

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Supplementary Term at clause G8A of the Grantee's Agreement. The Grantee is required to provide a Child Safe Statement of Compliance Report for each year funded under this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Courtney Dswonitzky
Position	Coordinator
Business hours telephone	08 8563 8411
E-mail	cdswonitzky@barossa.sa.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	SAperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Activity Title: Transport
Activity ID: 4-KTQOHBP
B. Activity

Objective

The provision of direct and indirect transport services to connect an older person with the community and attend their usual activities.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
As described in the Activity Work Plan	As described in the Activity Work Plan and Item E. Reporting

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	The Barossa Council	The Barossa Council 43-51 Tanunda Road NURIOOTPA SA 5355

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Aged Care Planning Region (2018)	Yorke, Lower North & Barossa

C. Duration of the Grant

The Activity starts on 1 July 2025 and ends on 31 July 2027, which is the **Activity Completion Date**.

The Agreement ends on 31 October 2027 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date.**

D. Payment of the Grant

The total amount of the Grant is $221,023.34 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	**Amount (excl. GST if applicable)**
2025-2026	$110,511.67
2026-2027	$110,511.67

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	085-005
Financial Institution	Adelaide Ground Level 22-28 King William St NAB
Account Number	393831998
Account Name	The Barossa Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	**Anticipated date**	**Amount (excl. GST)**	**GST (if applicable)**	**Total (incl. GST if applicable)**
Payment in arrears for performance of Activity described in Item B for period 1 July 2025- 31 July 2025	31 July 2025	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 August 2025 - 31 August 2025	31 August 2025	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 September 2025 - 30 September 2025	30 September 2025	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 October 2025 - 31 October 2025	31 October 2025	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 November 2025 - 30 November 2025	30 November 2025	$9,205.62	$0.00	$9,205.62

Payment in arrears for performance of Activity described in Item B for period 1 December 2025 - 31 December 2025	31 December 2025	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 January 2026 - 31 January 2026	31 January 2026	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 February 2026 - 28 February 2026	28 February 2026	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 March 2026 - 31 March 2026	31 March 2026	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 April 2026 - 30 April 2026	30 April 2026	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 May 2026 - 31 May 2026	31 May 2026	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 June 2026 - 30 June 2026	30 June 2026	$9,205.65	$0.00	$9,205.65
Payment in arrears for performance of Activity described in Item B for period 1 July 2026- 31 July 2026	31 July 2026	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 August 2026 - 31 August 2026	31 August 2026	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 September 2026 - 30 September 2026	30 September 2026	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 October 2026 - 31 October 2026	31 October 2026	$9,216.67	$0.00	$9,216.67
Payment in arrears for performance of Activity described in Item B for period 1 November 2026 - 30 November 2026	30 November 2026	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 December 2026 - 31 December 2026	31 December 2026	$9,205.62	$0.00	$9,205.62

Payment in arrears for performance of Activity described in Item B for period 1 January 2027 - 31 January 2027	31 January 2027	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 February 2027 - 28 February 2027	28 February 2027	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 March 2027 - 31 March 2027	31 March 2027	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 April 2027 - 30 April 2027	30 April 2027	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 May 2027 - 31 May 2027	31 May 2027	$9,205.62	$0.00	$9,205.62
Payment in arrears for performance of Activity described in Item B for period 1 June 2027 - 30 June 2027	30 June 2027	$9,205.65	$0.00	$9,205.65
Total Amount		**$221,023.34**	**$0.00**	**$221,023.34**

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2025 - 31 July 2025 as described in Item E.1 Performance Reports.	14 August 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2025 - 31 August 2025 as described in Item E.1 Performance Reports.	14 September 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2025 - 30 September 2025 as described in Item E.1 Performance Reports.	14 October 2025

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2025 - 31 October 2025 as described in Item E.1 Performance Reports.	14 November 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2025 - 30 November 2025 as described in Item E.1 Performance Reports.	14 December 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2025 - 31 December 2025 as described in Item E.1 Performance Reports.	14 January 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2026 - 31 January 2026 as described in Item E.1 Performance Reports.	14 February 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2026 - 28 February 2026 as described in Item E.1 Performance Reports.	14 March 2026
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2026 - 31 March 2026 as described in Item E.1 Performance Reports.	14 April 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2026 - 30 April 2026 as described in Item E.1 Performance Reports.	14 May 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2026 - 31 May 2026 as described in Item E.1 Performance Reports.	14 June 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2026 - 30 June 2026 as described in Item E.1 Performance Reports.	14 July 2026
Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2025 to 30 June 2026 as described in Item E.1 Performance Reports.	31 July 2026

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2026 - 31 July 2026 as described in Item E.1 Performance Reports.	14 August 2026
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2026 - 31 August 2026 as described in Item E.1 Performance Reports.	14 September 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2026 - 30 September 2026 as described in Item E.1 Prformance Reports.	14 October 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2026 - 31 October 2026 as described in Item E.1 Performance Reports.	14 November 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2026 - 30 November 2026 as described in Item E.1 Performance Reports.	14 December 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2026 - 31 December 2026 as described in Item E.1 Performance Reports.	14 January 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2027 - 31 January 2027 as described in Item E.1 Performance Reports.	14 February 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2027 - 28 February 2027 as described in Item E.1 Performance Reports.	14 March 2027
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2027 - 31 March 2027 as described in Item E.1 Performance Reports.	14 April 2027

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2027 - 30 April 2027 as described in Item E.1 Performance Reports.	14 May 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2027 - 31 May 2027 as described in Item E.1 Performance Reports.	14 June 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2027 - 30 June 2027 as described in Item E.1 Performance Reports.	14 July 2027
Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2026 to 30 June 2027 as described in Item E.1 Performance Reports.	31 July 2027
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2027

E.1 Performance Reports

The Grantee must provide client level data and service delivery information for all Activities described in Item B. Grant Activity (except for Sector Support and Development - Service System Development Activities) in accordance with the Data Exchange Protocols.

The Grantee must provide the data required within the Data Exchange Protocols through an approved mechanism as outlined in the Data Exchange Protocols.

The Grantee is required to finalise the submission of data within the Data Exchange by the due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Grantee must report progress in accordance with the Activity Work Plan in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site). The Grantee is required to submit reports by the applicable due date set out at Item E.

The Commonwealth will monitor activity levels as reported in the Data Exchange and in proportion to expected service levels according to the Activity Work Plan and may adjust payments (outlined in Item D) according to achieved service delivery levels. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee.

Wellness and Reablement Reports

The Grantee must provide service level information to the Commonwealth on wellness and reablement approaches being implemented by the Grantee as part of the Activities described in Item B Grant Activity. The service level information must be provided in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

The Grantee is required to provide a wellness and reablement report by the applicable due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Wellness and Reablement report is not a requirement.

E.2 Activity Work Plan

The Grantee agrees that its performance will be measured against the attached Activity Work Plan.

For Sector Support and Development - Service System Development Activities, a separate Activity Work Plan must be submitted.

E.3 Financial Acquittal Reports

The Grantee must provide a financial declaration for each financial year of this Agreement. A financial declaration is a certification from the Grantee which:

* states that all Grant funds were expended for the purpose as outlined in the Agreement; and

* declares the amount of unexpended Grant funds.

The financial declaration must be certified by the Grantee's board, the chief executive officer or an officer with the authority to do so verifying the funds have been expended on the Activity in accordance with the Grant Agreement.

The financial declaration must include a statement that the funding received under the Grant was expended only on clients with an assessment approval and services as defined under the service list.

The Grantee is required to provide a financial declaration by the applicable due date at Item E.

E.4 Other Reports

The Grantee must provide assistance and information to the Commonwealth as reasonably required by the Commonwealth, including but not limited to data on existing clients not registered on My Aged Care in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site) in the timeframe specified by the Commonwealth.

Child Safe Statement of Compliance (Clause G8A)

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Supplementary Term at clause G8A of the Grantee's Agreement. The Grantee is required to provide a Child Safe Statement of Compliance Report for each year funded under this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Courtney Dswonitzky
Position	Coordinator
Business hours telephone	08 8563 8411
E-mail	cdswonitzky@barossa.sa.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	SAperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

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Activity Title: Domestic assistance
Activity ID: 4-KTQOH2P
B. Activity

Objective

The provision of or assistance with domestic services to ensure an older person remains safe at home.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
As described in the Activity Work Plan	As described in the Activity Work Plan and Item E. Reporting

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	The Barossa Council	The Barossa Council 43-51 Tanunda Road NURIOOTPA SA 5355

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Aged Care Planning Region (2018)	Yorke, Lower North & Barossa

C. Duration of the Grant

The Activity starts on 1 July 2025 and ends on 31 July 2027, which is the **Activity Completion Date**.

The Agreement ends on 31 October 2027 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date.**

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D. Payment of the Grant

The total amount of the Grant is $341,914.38 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2025-2026	$170,957.19
2026-2027	$170,957.19

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	085-005
Financial Institution	Adelaide Ground Level 22-28 King William St NAB
Account Number	393831998
Account Name	The Barossa Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment in arrears for performance of Activity described in Item B for period 1 July 2025- 31 July 2025	31 July 2025	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 August 2025 - 31 August 2025	31 August 2025	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 September 2025 - 30 September 2025	30 September 2025	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 October 2025 - 31 October 2025	31 October 2025	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 November 2025 - 30 November 2025	30 November 2025	$14,240.73	$0.00	$14,240.73

Payment in arrears for performance of Activity described in Item B for period 1 December 2025 - 31 December 2025	31 December 2025	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 January 2026 - 31 January 2026	31 January 2026	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 February 2026 - 28 February 2026	28 February 2026	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 March 2026 - 31 March 2026	31 March 2026	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 April 2026 - 30 April 2026	30 April 2026	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 May 2026 - 31 May 2026	31 May 2026	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 June 2026 - 30 June 2026	30 June 2026	$14,240.76	$0.00	$14,240.76
Payment in arrears for performance of Activity described in Item B for period 1 July 2026- 31 July 2026	31 July 2026	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 August 2026 - 31 August 2026	31 August 2026	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 September 2026 - 30 September 2026	30 September 2026	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 October 2026 - 31 October 2026	31 October 2026	$14,257.83	$0.00	$14,257.83
Payment in arrears for performance of Activity described in Item B for period 1 November 2026 - 30 November 2026	30 November 2026	$14,240.73	$0.00	$14,240.73

Payment in arrears for performance of Activity described in Item B for period 1 December 2026 - 31 December 2026	31 December 2026	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 January 2027 - 31 January 2027	31 January 2027	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 February 2027 - 28 February 2027	28 February 2027	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 March 2027 - 31 March 2027	31 March 2027	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 April 2027 - 30 April 2027	30 April 2027	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 May 2027 - 31 May 2027	31 May 2027	$14,240.73	$0.00	$14,240.73
Payment in arrears for performance of Activity described in Item B for period 1 June 2027 - 30 June 2027	30 June 2027	$14,240.76	$0.00	$14,240.76
Total Amount		**$341,914.38**	**$0.00**	**$341,914.38**

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2025 - 31 July 2025 as described in Item E.1 Performance Reports.	14 August 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2025 - 31 August 2025 as described in Item E.1 Performance Reports.	14 September 2025

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2025 - 30 September 2025 as described in Item E.1 Performance Reports.	14 October 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2025 - 31 October 2025 as described in Item E.1 Performance Reports.	14 November 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2025 - 30 November 2025 as described in Item E.1 Performance Reports.	14 December 2025
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2025 - 31 December 2025 as described in Item E.1 Performance Reports.	14 January 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2026 - 31 January 2026 as described in Item E.1 Performance Reports.	14 February 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2026 - 28 February 2026 as described in Item E.1 Performance Reports.	14 March 2026
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2026 - 31 March 2026 as described in Item E.1 Performance Reports.	14 April 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2026 - 30 April 2026 as described in Item E.1 Performance Reports.	14 May 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2026 - 31 May 2026 as described in Item E.1 Performance Reports.	14 June 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2026 - 30 June 2026 as described in Item E.1 Performance Reports.	14 July 2026

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Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2025 to 30 June 2026 as described in Item E.1 Performance Reports.	31 July 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 July 2026 - 31 July 2026 as described in Item E.1 Performance Reports.	14 August 2026
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 August 2026 - 31 August 2026 as described in Item E.1 Performance Reports.	14 September 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 September 2026 - 30 September 2026 as described in Item E.1 Performance Reports.	14 October 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 October 2026 - 31 October 2026 as described in Item E.1 Performance Reports.	14 November 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 November 2026 - 30 November 2026 as described in Item E.1 Performance Reports.	14 December 2026
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 December 2026 - 31 December 2026 as described in Item E.1 Performance Reports.	14 January 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 January 2027 - 31 January 2027 as described in Item E.1 Performance Reports.	14 February 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 February 2027 - 28 February 2027 as described in Item E.1 Performance Reports.	14 March 2027
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A	31 March 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 March 2027 - 31 March 2027 as described in Item E.1 Performance Reports.	14 April 2027

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Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 April 2027 - 30 April 2027 as described in Item E.1 Performance Reports.	14 May 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 May 2027 - 31 May 2027 as described in Item E.1 Performance Reports.	14 June 2027
Performance Report	Entry of period data within the Data Exchange, as per the Data Exchange Protocols for the period 1 June 2027 - 30 June 2027 as described in Item E.1 Performance Reports.	14 July 2027
Performance Report	A report on wellness and reablement approaches to service delivery for the period 1 July 2026 to 30 June 2027 as described in Item E.1 Performance Reports.	31 July 2027
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2027

E.1 Performance Reports

The Grantee must provide client level data and service delivery information for all Activities described in Item B. Grant Activity (except for Sector Support and Development - Service System Development Activities) in accordance with the Data Exchange Protocols.

The Grantee must provide the data required within the Data Exchange Protocols through an approved mechanism as outlined in the Data Exchange Protocols.

The Grantee is required to finalise the submission of data within the Data Exchange by the due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Grantee must report progress in accordance with the Activity Work Plan in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site). The Grantee is required to submit reports by the applicable due date set out at Item E.

The Commonwealth will monitor activity levels as reported in the Data Exchange and in proportion to expected service levels according to the Activity Work Plan and may adjust payments (outlined in Item D) according to achieved service delivery levels. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee.

Wellness and Reablement Reports

The Grantee must provide service level information to the Commonwealth on wellness and reablement approaches being implemented by the Grantee as part of the Activities described in Item B Grant Activity. The service level information must be provided in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

The Grantee is required to provide a wellness and reablement report by the applicable due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Wellness and Reablement report is not a requirement.

E.2 Activity Work Plan

The Grantee agrees that its performance will be measured against the attached Activity Work Plan.

For Sector Support and Development - Service System Development Activities, a separate Activity Work Plan must be submitted.

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E.3 Financial Acquittal Reports

The Grantee must provide a financial declaration for each financial year of this Agreement. A financial declaration is a certification from the Grantee which:

* states that all Grant funds were expended for the purpose as outlined in the Agreement; and

* declares the amount of unexpended Grant funds.

The financial declaration must be certified by the Grantee's board, the chief executive officer or an officer with the authority to do so verifying the funds have been expended on the Activity in accordance with the Grant Agreement.

The financial declaration must include a statement that the funding received under the Grant was expended only on clients with an assessment approval and services as defined under the service list.

The Grantee is required to provide a financial declaration by the applicable due date at Item E.

E.4 Other Reports

The Grantee must provide assistance and information to the Commonwealth as reasonably required by the Commonwealth, including but not limited to data on existing clients not registered on My Aged Care in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site) in the timeframe specified by the Commonwealth.

Child Safe Statement of Compliance (Clause G8A)

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Supplementary Term at clause G8A of the Grantee's Agreement. The Grantee is required to provide a Child Safe Statement of Compliance Report for each year funded under this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Courtney Dswonitzky
Position	Coordinator
Business hours telephone	08 8563 8411
E-mail	cdswonitzky@barossa.sa.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	SAperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

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Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the *Corporations Act 2001* (Cth)**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the *Corporations Act 2001* (Cth)**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth)** (CATSI Act), the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

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Organisation ID:	1-AWMWY2
Agreement ID:	4-KTQOH0Z
Program Schedule ID:	4-KTQOH11

Signatures

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia represented by and acting through Department of Health and Aged Care, ABN 83 605 426 759 by an authorised representative in the presence of:

(Name of authorised representative - print)	(Signature of authorised representative)
(Position of authorised representative)	
(Name of witness in full - print)	(Signature of witness) Date …./…./……

Signed for and on behalf of The Barossa Council, ABN 47 749 871 215 in accordance with its rules, by its representative(s) who warrant(s) that they are authorised to sign this Agreement:

(Name of the representative - print)	(Signature of representative) Date …./…./……
(Position held by the representative - print)	
(Name of the second representative/witness - print)	(Signature of second representative/witness) Date …./…./……
(Position held by second representative/witness - print)	

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Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTQOH0Z
Schedule ID:	4-KTQOH11

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;
(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance

with this clause.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

(a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity's Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity;

(c) then the Commonwealth may by written notice:

(d) require the Grantee to repay that amount to the Commonwealth;

(e) require the Grantee to deal with that amount as directed by the Commonwealth; or

(f) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

(a) to comply with the requirements of the *Privacy Act 1988* (Cth);
(b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
(c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
(d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible

breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

(a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;

(b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or

(c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from the reduction;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

(a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;

(b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

(d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

(d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

(a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

(b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

(a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement

will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:
- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- Any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:

  a. the Commonwealth verifying and assessing grant proposals, including a grant application;

b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;

c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and

d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Supplementary Terms from the Clause Bank

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTQOH0Z
Schedule ID:	4-KTQOH11

1. Other contributions

Not Applicable

2. Activity budget

Not Applicable

3. Intellectual property in Activity Material

Not Applicable

3A. Intellectual property - research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

(a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and

(b) permission to inspect and take copies of any Material relevant to the Activity.

CB4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and assets

CB5.1 In this Agreement

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant.

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for $10,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

(a) Nil

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired in whole or in part using the Grant.

CB5.4 For the term of the Agreement, in relation to any Asset, the Grantee agrees to:

(a) use the Asset solely for the purposes of the Activity;

(b) not encumber, grant a security interest over or dispose of the Asset without the Commonwealth's prior written approval;

(c) hold the Asset securely and safeguard it against theft, loss, damage, or unauthorised use;

(d) maintain the Asset in good working order;

(e) ensure the Asset is properly insured for its full replacement value; and

(f) obtain and maintain all required registrations and licences for the Asset.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of $10,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	**Description**	**Grant Contributions**	**Other Contributions - Grantee**	**Other Contributions - Third Parties**	**Total Cost**	**Date of acquisition**	**Is the Asset owned or leased?**	**Date disposed of**	**Proceeds of any sale or disposal**	**Undepreciated value of asset**
[*insert*	[*insert description*	[*insert amount of Grant*	[*insert amount of Grantees*	[*insert amount of other*	[*insert total*					

reference]	*of the equipment or asset*]	*contributed to this item*]	*own funds contributed to this item*]	*sources of funding contributed to this item*]	*amount cost of the item*]					

CB5.6 The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be treated as part of the Grant and used for the purposes of the Activity.

CB5.7 If an Asset is lost, damaged or destroyed then, unless otherwise agreed in writing by the Commonwealth, the Grantee agrees to ensure that the Asset is promptly repaired, replaced or otherwise reinstated. This clause 5 continues to apply to the reinstated Asset.

CB5.8 On the expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified personnel

CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:

- Key personnel as defined under section 8B of the Commission Act

CB6.2 The Grantee agrees to notify the Commonwealth as soon as practicable if the Specified Personnel are unable to perform the work as required under this clause.

CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.

CB6.4 If clause 6.2 or clause 6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

7. Relevant qualifications, licences, permits, approvals or skills

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

(a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and

(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record means any record of any Other Offence;

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

(a) an apprehended violence or protection order made against the person;

(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;

(c) violence against another person or the injury, but excluding the death, of another person; or

(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence means:

(a) a crime or offence involving the death of a person;

(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;

(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or'

(d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect

themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

(a) obtain a Police Check for that person;

(b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;

(c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and

(d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

(a) a Serious Record; or

(b) a Criminal or Court Record;

and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

(a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

(b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

CB9 is in this instance now referred to as G8A

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

(a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described;

(b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth; and

(c) to ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses G8A.1(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

Not Applicable

12. Grantee trustee of trust

CB12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

CB12.2 The Grantee warrants that:

(a) they are the only trustees of the Trust; and

(b) they have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and

(c) they have entered into this Agreement for the proper administration of the Trust; and
(d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
(e) they have the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

CB12.3 Each trustee of the Trust is jointly and severally liable for the performance of this Agreement and a reference to the Grantee includes a reference to any one or more of the trustees.

13. Fraud

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

14. Prohibited dealings

Not Applicable

15. Anti-corruption

CB15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in

relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

(a) engage in an Illegal or Corrupt Practice; or

(b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

16. Step-in rights

Not Applicable

17. Grant Administrator

CB17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

CB17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

CB17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

(a) the proposed period of the appointment;

(b) the roles and responsibilities of the Grant Administrator; an

(c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

CB17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

CB17.5 The Grantee agrees to:

(a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;

(b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and

(c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

CB17.6 A Grant Administrator that provides a report to the Commonwealth:

(a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide reports under this Agreement.

CB17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

18. Management Adviser

CB18.1 If the Commonwealth issues a notice under clause 2.2, the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:

a. advising the Grantee on:
   i. the Grantee's operations and corporate governance arrangements;
   ii. the management of the Activity;
   iii. the management of the Grantee's personnel;
b. with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
c. cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
d. providing any other advice to the Grantee that the Commonwealth requires.

CB18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

a. the proposed period of the appointment;
b. the proposed roles and responsibilities of the Management Adviser; and
c. if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.

CB18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to provide the Commonwealth with reasons why a Management Adviser should not be appointed.

CB18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

CB18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the

Management Adviser in relation to the performance of this Agreement.

CB18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:

a. does so independently of the Grantee; and
b. does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

CB18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

19. Indemnities

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

20. Compliance with Legislation and policies

CB20.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- the Commonwealth Home Support Programme Manual.
- the Commonwealth Home Support Programme Guidelines.
- the Home Care Standards or the applicable Aged Care Quality Standards that replace them, available on the Australian Aged Care Quality Agency website as amended from time to time or any other quality standards as notified, referred or made available by the Commonwealth to

the Grantee (including by reference to an internet site).

- the Data Exchange Protocols and the associated documents available on the Department of Social Services website, and as amended or replaced from time to time by the Commonwealth.
- the My Aged Care Guidance for Providers, My Aged Care Provider Portal User Guide and associated documents available on the Department of Health website as amended or replaced from time to time.
- State/Territory applicable laws.

21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

(a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;

(b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;

(c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;

(d) transferring to the Commonwealth or any Successor:

(i) Activity Material specified in the Grant Details;

(ii) Assets purchased with the Grant; and

(iii) Records maintained under clause 12.1

(e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;

(f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;

(g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

23. Corporate governance

CB23.1 In this Agreement:

Constitution means (depending on the context):

(a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;

(b) in relation to any other kind of body:

(i) the body's charter or memorandum; or

(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

CB23.4 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:

(a) the person is an undischarged bankrupt;

(b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;

(c) the person has suffered final judgment for a debt and the judgment has not been satisfied;

(d) subject to Part VIIC of the Crimes Act 1914 (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:

(i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);

(ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or

(iii) the person's conviction for the offence has been quashed;

(e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or

(f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the Corporations (*Aboriginal and Torres Strait Islander) Act 2006* (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

CB23.6 If the Grantee is registered under the *Corporations Act 2001* (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

23A. Incorporation requirement

CB23A.1 If the total value of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equals $500,000 or more (excluding GST), and the Grantee:

(a) is not a statutory body, or a State or Local Government; and

(b) has not received an exemption from the incorporation requirements from the Commonwealth's Minister (or the Minister's delegate),

then

(c) the Grantee must be, or become, incorporated in accordance with CB23A.2; and

(d) the incorporation must occur within 6 months of the execution date of the agreement (or contract variation) that resulted in the total value of all of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equalling $500,000 or more (excluding GST).

CB23A.2 Where clause CB23A.1 applies, the Grantee must be, or become, incorporated:

(a) if the Grantee is an Indigenous Organisation – under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); or

(b) if the Grantee is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).

CB23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

CB23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause CB23A, it must remain so incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.

24. Counterparts

CB24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

25. Employees Subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

CB27.1 In this Agreement:
Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

CB27.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

28. Secret and Sacred Indigenous Material

Not Applicable

ACTIVITY WORK PLAN

ORGANISATION ID: 1-AWMWY2
AGREEMENT ID: 4-KTQOH0Z

<table>
<tr><td>Organisation name</td><td colspan="2">The Barossa Council</td><td>Grant Activity Name</td><td colspan="2">Group social support</td></tr>
<tr><td colspan="6">ACTIVITY DETAILS</td></tr>
<tr><td>Grant Activity ID</td><td>4-KTQOH4Y</td><td>Activity Start Date</td><td>01/07/2025</td><td>Activity End Date</td><td>31/07/2027</td></tr>
<tr><td>Financials</td><td colspan="5">The total amount of the Grant is $278,629.66* (GST exclusive).

A break down by Financial Year is below

<table>
<tr><th>Financial Year</th><th>Amount * (excl. GST)</th></tr>
<tr><td>2025-2026</td><td>$139,314.83</td></tr>
<tr><td>2026-2027</td><td>$139,314.83</td></tr>
</table>
</td></tr>
<tr><td>H</td><td colspan="5">Objective
The delivery of services that support an older person’s need for social connection and participation in community life including diverse cultural activities.
Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee’s own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.</td></tr>
<tr><td colspan="6">Area Funding and Performance Matrix</td></tr>
</table>

The following table shows funding and performance expectations for this Activity by service area (Aged Care Planning Region) and by financial year (excluding SACS supplementation funding).

Service Area (Aged Care Planning Region)	FY	Type of Units	No. Units	Amount (excl. GST)
Yorke, Lower North & Barossa	2025-2026	Hours	5646	$139,314.83
Yorke, Lower North & Barossa	2026-2027	Hours	5646	$139,314.83
Totals			11292	$278,629.66

Organisation name	The Barossa Council		**Grant Activity Name**	Home maintenance and repairs	
ACTIVITY DETAILS					
Grant Activity ID	4-KTQOH77	**Activity Start Date**	01/07/2025	**Activity End Date**	31/07/2027
Financials	The total amount of the Grant is $435,108.42* (GST exclusive). A break down by Financial Year is below				

Financial Year	Amount * (excl. GST)
2025-2026	$217,554.21
2026-2027	$217,554.21

Activity Requirement:	*Objective* The provision of or assistance with maintenance of the house and garden to ensure a safe and habitable home environment or facilitate wellness and reablement goals. *Description* The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual) The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients. Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost. The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027. Payments are made for activities that comply with requirements outlined in the Program Manual.
Area Funding and Performance Matrix	

The following table shows funding and performance expectations for this Activity by service area (Aged Care Planning Region) and by financial year (excluding SACS supplementation funding).

Service Area (Aged Care Planning Region)	FY	Type of Units	No. Units	Amount (excl. GST)
Yorke, Lower North & Barossa	2025-2026	Hours	3509	$217,554.21
Yorke, Lower North & Barossa	2026-2027	Hours	3509	$217,554.21
Totals			7018	$435,108.42

Organisation name	The Barossa Council		**Grant Activity Name**	Individual social support	
ACTIVITY DETAILS					
Grant Activity ID	4-KTQOH9G	**Activity Start Date**	01/07/2025	**Activity End Date**	31/07/2027

Financials

The total amount of the Grant is $28,445.64* (GST exclusive).

A break down by Financial Year is below

Financial Year	Amount * (excl. GST)
2025-2026	$14,222.82
2026-2027	$14,222.82

Activity Requirement:

Objective
The delivery of services that support an older person's need for social connection and participation in community life including diverse cultural activities.
Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee's own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Area Funding and Performance Matrix

The following table shows funding and performance expectations for this Activity by service area (Aged Care Planning Region) and by financial year (excluding SACS supplementation funding).

Service Area (Aged Care Planning Region)	FY	Type of Units	No. Units	Amount (excl. GST)
Yorke, Lower North & Barossa	2025-2026	Hours	260	$14,222.82
Yorke, Lower North & Barossa	2026-2027	Hours	260	$14,222.82
Totals			520	$28,445.64

<table>
<tr><td>Organisation name</td><td colspan="2">The Barossa Council</td><td>Grant Activity Name</td><td colspan="2">Transport</td></tr>
<tr><td colspan="6">ACTIVITY DETAILS</td></tr>
<tr><td>Grant Activity ID</td><td>4-KTQOHBP</td><td>Activity Start Date</td><td>01/07/2025</td><td>Activity End Date</td><td>31/07/2027</td></tr>
<tr><td>Financials</td><td colspan="5">The total amount of the Grant is $221,023.34* (GST exclusive).

A break down by Financial Year is below

<table>
<tr><th>Financial Year</th><th>Amount * (excl. GST)</th></tr>
<tr><td>2025-2026</td><td>$110,511.67</td></tr>
<tr><td>2026-2027</td><td>$110,511.67</td></tr>
</table>
</td></tr>
<tr><td>Activity Requirement:</td><td colspan="5">Objective

The provision of direct and indirect transport services to connect an older person with the community and attend their usual activities.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee’s own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.</td></tr>
<tr><td colspan="6">Area Funding and Performance Matrix</td></tr>
</table>

The following table shows funding and performance expectations for this Activity by service area (Aged Care Planning Region) and by financial year (excluding SACS supplementation funding).

Service Area (Aged Care Planning Region)	FY	Type of Units	No. Units	Amount (excl. GST)
Yorke, Lower North & Barossa	2025-2026	Trips	4477	$110,511.67
Yorke, Lower North & Barossa	2026-2027	Trips	4477	$110,511.67
Totals			8954	$221,023.34

<table>
<tr><td>Organisation name</td><td colspan="2">The Barossa Council</td><td>Grant Activity Name</td><td colspan="2">Domestic assistance</td></tr>
<tr><td colspan="6">ACTIVITY DETAILS</td></tr>
<tr><td>Grant Activity ID</td><td>4-KTQOH2P</td><td>Activity Start Date</td><td>01/07/2025</td><td>Activity End Date</td><td>31/07/2027</td></tr>
<tr><td>Financials</td><td colspan="5">The total amount of the Grant is $341,914.38* (GST exclusive).

A break down by Financial Year is below

<table>
<tr><th>Financial Year</th><th>Amount * (excl. GST)</th></tr>
<tr><td>2025-2026</td><td>$170,957.19</td></tr>
<tr><td>2026-2027</td><td>$170,957.19</td></tr>
</table>
</td></tr>
<tr><td>Activity Requirement:</td><td colspan="5">Objective
The provision of or assistance with domestic services to ensure an older person remains safe at home.
Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee otherwise. The Grantee is responsible for sustainably managing its service delivery and number of clients.

Grantees are contracted to deliver a specific number of outputs and any decision to exceed the agreed outputs is taken at the Grantee’s own risk and cost.

The Activity period for the grant is until 30 June 2027. Providers must not carry out any Activities, using this funding, after this date. The Activity Completion date of 31 July 2027 is to enable any payment to be made for services delivered in June 2027.

Payments are made for activities that comply with requirements outlined in the Program Manual.</td></tr>
<tr><td colspan="6">Area Funding and Performance Matrix</td></tr>
</table>

The following table shows funding and performance expectations for this Activity by service area (Aged Care Planning Region) and by financial year (excluding SACS supplementation funding).

Service Area (Aged Care Planning Region)	FY	Type of Units	No. Units	Amount (excl. GST)
Yorke, Lower North & Barossa	2025-2026	Hours	3058	$170,957.19
Yorke, Lower North & Barossa	2026-2027	Hours	3058	$170,957.19
Totals			6116	$341,914.38

OFFICIAL

Australian Government

Commonwealth Standard Grant Agreement

between
the Commonwealth represented by
Department of Health and Aged Care
and
The Barossa Council

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Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	The Barossa Council
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Local Government
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	47 749 871 215
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	The Barossa Council, 43-51 Tanunda Road, NURIOOTPA SA 5355
Relevant business place (if different)	
Telephone	08 8563 8444
Fax	08 8563 8461
Email	barossa@barossa.sa.gov.au

The Commonwealth

The Commonwealth of Australia represented by Department of Health and Aged Care
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

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Scope of this Agreement

This Agreement comprises:

(a) this document;

(b) the Supplementary Terms from the Clause Bank (if any);

(c) the Standard Grant Conditions (Schedule 1);

(d) the Grant Details;

(e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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Grant Details

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTVSOR4
Program Schedule ID:	4-KTVSOR6

A. Purpose of the Grant

The purpose of the Grant is to:

Provide funding to the Grantee for the delivery of the aged care services or Activities described in Item B, which are outlined in more detail in the Commonwealth Home Support Program (CHSP) Manual, to individuals, in accordance with the objectives of the CHSP program outlined below.

The objectives of the CHSP program, which forms part of the Commonwealth funded aged care system, include to:

• provide high quality home support services at a low intensity on a short-term or ongoing basis, or higher intensity services delivered on a short-term or episodic basis to eligible individuals* who are assessed as requiring such services to maximise their independence at home and in the community, enhancing their wellbeing and quality of life.
• support eligible individuals* through linking them to appropriate and sustainable housing, community care and other support services
• support eligible individuals* through the delivery of planned respite activities which allow carers to take a break from their usual caring responsibilities, and
• contribute to the delivery of quality and safe funded aged care services in Australia.

Note: To access services under the CHSP program individuals are generally required to be aged 65 years or over and be assessed as requiring access to Commonwealth funded aged care services, with some exceptions for younger individuals who are considered to be prematurely aged. The details of eligibility criteria is currently outlined in the CHSP program manual. From the date of its commencement, the new Act is expected to outline eligibility criteria and assessment requirements for all Commonwealth funded aged care services.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Aged Care Services program

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Activity Title: Sector Support and Development
Activity ID: 4-KTVSOTD
B. Activity

Objective

Services aim to increase CHSP provider capability and improve quality of service delivery through activities under a targeted range of primary focus areas.

Description

The Grantee agrees to carry out the Activity as described in the Program Manual to eligible clients identified for this Activity in accordance with the Activity Work Plan (Item E.2) and the CHSP Program Manual (https://www.health.gov.au/resources/publications/commonwealth-home-support-programme-chsp-manual)

The Grantee agrees to participate in program development activity as reasonably requested by the Commonwealth.

Payments are made for activities that comply with requirements outlined in the Program Manual.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
As described in the Activity Work Plan	As described in the Activity Work Plan and Item E. Reporting

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	Direct Funded	The Barossa Council	The Barossa Council 43-51 Tanunda Road NURIOOTPA SA 5355

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	Australia (2016)	Australia

C. Duration of the Grant

The Activity starts on 1 July 2025 and ends on 30 June 2026, which is the **Activity Completion Date**.

The Agreement ends on 31 October 2026 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date.**

D. Payment of the Grant

The total amount of the Grant is $84,131.59 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2025-2026	$84,131.59

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	085-005
Financial Institution	Adelaide Ground Level 22-28 King William St NAB
Account Number	393831998
Account Name	The Barossa Council

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Payment for the period 1 July 2025 - 30 September 2025 for the Activity described in Item B. Grant Activity	4 July 2025	$21,032.90	$0.00	$21,032.90
Payment for the period 1 October 2025 - 31 December 2025 for the Activity described in Item B. Grant Activity	4 October 2025	$21,032.90	$0.00	$21,032.90
Payment for the period 1 January 2026 - 31 March 2026 for the Activity described in Item B. Grant Activity	4 January 2026	$21,032.90	$0.00	$21,032.90
Payment for the period 1 April 2026 - 30 June 2026 for the Activity described in Item B. Grant Activity	4 April 2026	$21,032.89	$0.00	$21,032.89
Total Amount		**$84,131.59**	**$0.00**	**$84,131.59**

Invoicing

The Grantee will receive a Remittance Advice as confirmation of any funding paid under the Grant Agreement.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

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Milestone	Information to be included	Due Date
Activity Work Plan	An Activity Work Plan for the period 1 July 2025 - 30 June 2026 which must be approved by the Commonwealth. It must include individual activity details and budgets; a risk assessment with mitigation strategies; and a stakeholders and target audiences list. Biannual performance reporting will be against each activity in the approved Activity Work Plan.	15 July 2025
Performance Report	A report on progress against all activities in the Activity Work Plan for the period 1 July 2025 - 31 December 2025 as described in E.1 Performance Reports for Sector Support and Development Activities.	31 January 2026
Other Report	Child Safety Statement of Compliance as per Item E.4 and specified in Supplementary Terms and Conditions Clause G8A.	31 March 2026
Performance Report	A report on progress against all activities in the Activity Work Plan for the period 1 January 2026 - 30 June 2026 as described in E.1 Performance Reports for Sector Support and Development Activities.	31 July 2026
Financial Acquittal Report	As described in Item E.3 Financial Acquittal Reports.	31 August 2026

E.1 Performance Reports

The Grantee must provide client level data and service delivery information for all Activities described in Item B. Grant Activity (except for Sector Support and Development - Service System Development Activities) in accordance with the Data Exchange Protocols.

The Grantee must provide the data required within the Data Exchange Protocols through an approved mechanism as outlined in the Data Exchange Protocols.

The Grantee is required to finalise the submission of data within the Data Exchange by the due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Grantee must report progress in accordance with the Activity Work Plan in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site). The Grantee is required to submit reports by the applicable due date set out at Item E.

The Commonwealth will monitor activity levels as reported in the Data Exchange and in proportion to expected service levels according to the Activity Work Plan and may adjust payments (outlined in Item D) according to achieved service delivery levels. Any variation to the payment amount or schedule will only arise if the Commonwealth notifies the Grantee.

Wellness and Reablement Reports

The Grantee must provide service level information to the Commonwealth on wellness and reablement approaches being implemented by the Grantee as part of the Activities described in Item B Grant Activity. The service level information must be provided in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

The Grantee is required to provide a wellness and reablement report by the applicable due date set out at Item E.

For Sector Support and Development - Service System Development Activities, the Wellness and Reablement report is not a requirement.

E.2 Activity Work Plan

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The Grantee agrees that its performance will be measured against the attached Activity Work Plan.

For Sector Support and Development - Service System Development Activities, a separate Activity Work Plan must be submitted.

E.3 Financial Acquittal Reports

The Grantee must provide a financial declaration for each financial year of this Agreement. A financial declaration is a certification from the Grantee which:

* states that all Grant funds were expended for the purpose as outlined in the Agreement; and

* declares the amount of unexpended Grant funds.

The financial declaration must be certified by the Grantee's board, the chief executive officer or an officer with the authority to do so verifying the funds have been expended on the Activity in accordance with the Grant Agreement.

The financial declaration must include a statement that the funding received under the Grant was expended only on clients with an assessment approval and services as defined under the service list.

The Grantee is required to provide a financial declaration by the applicable due date at Item E.

E.4 Other Reports

The Grantee must provide assistance and information to the Commonwealth as reasonably required by the Commonwealth, including but not limited to data on existing clients not registered on My Aged Care in the format notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site) in the timeframe specified by the Commonwealth.

Child Safe Statement of Compliance (Clause G8A)

The Child Safe Statement of Compliance is an annual Statement made by the Grantee's organisation. The Grantee's statement confirms that the Grantee has delivered the Activity consistent with the Child Safe Supplementary Term at clause G8A of the Grantee's Agreement. The Grantee is required to provide a Child Safe Statement of Compliance Report for each year funded under this Agreement.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Mrs Courtney Dswonitzky
Position	Coordinator
Business hours telephone	08 8563 8411
E-mail	cdswonitzky@barossa.sa.gov.au

Commonwealth representative and email address

Business hours telephone	not applicable
E-mail	SAperformanceHealth@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Disclaimer and explanatory notes

Disclaimer

By executing this agreement you agree that you have read and accept this disclaimer, including the explanatory notes on how to duly execute this agreement. You warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.

Explanatory notes

- If you are an **individual**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
- If you are a **proprietary company incorporated under the *Corporations Act 2001* (Cth)**, the signatory must be the sole director and company secretary, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the *Corporations Act 2001* (Cth)**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary acting as a witness, or if your company has only one director – that director and a suitable witness, (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are a **company incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth)** (CATSI Act), the signatories must be two directors, one director and one company secretary, or if your company has only one director – that director, as required under section 99-5 of the CATSI Act. If required by your Constitution, please affix your **company seal** in the presence of two directors, or one director and one company secretary, or if your company has only one director – that director. For execution by company seal, you must download, print and sign the agreement in wet-ink.
- If you are an **individual trustee of a trust**, you must download, print and sign the agreement in wet-ink in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.
- If you are a **corporate trustee of a trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the *Corporations Act 2001* (Cth). If required by your Constitution, please affix your **company seal** in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement in wet-ink. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words 'as trustee for [name of trust]' should be included in the signature block.

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTVSOR4
Program Schedule ID:	4-KTVSOR6

Signatures

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia represented by and acting through Department of Health and Aged Care, ABN 83 605 426 759 by an authorised representative in the presence of:

(Name of authorised representative - print)	(Signature of authorised representative)
(Position of authorised representative)	
(Name of witness in full - print)	(Signature of witness) Date …./…./……

Signed for and on behalf of The Barossa Council, ABN 47 749 871 215 in accordance with its rules, by its representative(s) who warrant(s) that they are authorised to sign this Agreement:

(Name of the representative - print)	(Signature of representative) Date …./…./……
(Position held by the representative - print)	
(Name of the second representative/witness - print)	(Signature of second representative/witness) Date …./…./……
(Position held by second representative/witness - print)	

Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTVSOR4
Schedule ID:	4-KTVSOR6

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

(a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or

(b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

1.3 The Grantee agrees that for the term of this Agreement, the Grantee will continue to meet the eligibility obligations relating to the National Redress Scheme (www.nationalredress.gov.au) set out under the relevant grant opportunity guidelines to receive the Grant.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

(a) the Grantee has not complied with this Agreement;
(b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
(c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance

with this clause.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6.3 The Grantee agrees not to subcontract any part of the performance of the Activity without the Commonwealth's prior written consent. The Commonwealth may impose any conditions it considers reasonable and appropriate when giving its consent.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation to the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

(a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and

(b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity's Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity;

(c) then the Commonwealth may by written notice:

(d) require the Grantee to repay that amount to the Commonwealth;

(e) require the Grantee to deal with that amount as directed by the Commonwealth; or

(f) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of the Activity and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

(a) to comply with the requirements of the *Privacy Act 1988* (Cth);
(b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
(c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
(d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible

breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

(a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;

(b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or

(c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from the reduction;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

(a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;

(b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

(d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

(d) in addition to clause 19.3.1(a), breached the requirements in subclause 1.3.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

(a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

(b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

(a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement

will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:
- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- Any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:

  a. the Commonwealth verifying and assessing grant proposals, including a grant application;

b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;

c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and

d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;

but in all cases:

e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.

- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Supplementary Terms from the Clause Bank

Organisation ID:	1-AWMWY2
Agreement ID:	4-KTVSOR4
Schedule ID:	4-KTVSOR6

1. Other contributions

Not Applicable

2. Activity budget

Not Applicable

3. Intellectual property in Activity Material

Not Applicable

3A. Intellectual property - research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

CB4.1 The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

(a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and

(b) permission to inspect and take copies of any Material relevant to the Activity.

CB4.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

CB4.3 This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

5. Equipment and assets

CB5.1 In this Agreement

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant.

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for $10,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

(a) Nil

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired in whole or in part using the Grant.

CB5.4 For the term of the Agreement, in relation to any Asset, the Grantee agrees to:

(a) use the Asset solely for the purposes of the Activity;

(b) not encumber, grant a security interest over or dispose of the Asset without the Commonwealth's prior written approval;

(c) hold the Asset securely and safeguard it against theft, loss, damage, or unauthorised use;

(d) maintain the Asset in good working order;

(e) ensure the Asset is properly insured for its full replacement value; and

(f) obtain and maintain all required registrations and licences for the Asset.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of $10,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	**Description**	**Grant Contributions**	**Other Contributions - Grantee**	**Other Contributions - Third Parties**	**Total Cost**	**Date of acquisition**	**Is the Asset owned or leased?**	**Date disposed of**	**Proceeds of any sale or disposal**	**Undepreciated value of asset**
[*insert*	[*insert description*	[*insert amount of Grant*	[*insert amount of Grantees*	[*insert amount of other*	[*insert total*					

reference]	*of the equipment or asset*]	*contributed to this item*]	*own funds contributed to this item*]	*sources of funding contributed to this item*]	*amount cost of the item*]					

CB5.6 The Grantee agrees that the proceeds from the sale of any Asset disposed of during the term of the Agreement must be treated as part of the Grant and used for the purposes of the Activity.

CB5.7 If an Asset is lost, damaged or destroyed then, unless otherwise agreed in writing by the Commonwealth, the Grantee agrees to ensure that the Asset is promptly repaired, replaced or otherwise reinstated. This clause 5 continues to apply to the reinstated Asset.

CB5.8 On the expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified personnel

CB6.1 The Grantee agrees that the following personnel (Specified Personnel) will be involved in the Activity as set out below:

- Key personnel as defined under section 8B of the Commission Act

CB6.2 The Grantee agrees to notify the Commonwealth as soon as practicable if the Specified Personnel are unable to perform the work as required under this clause.

CB6.3 The Grantee agrees to remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.

CB6.4 If clause 6.2 or clause 6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

7. Relevant qualifications, licences, permits, approvals or skills

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

(a) are appropriately qualified to perform the tasks indicated;

(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and

(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record means any record of any Other Offence;

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

(a) an apprehended violence or protection order made against the person;

(b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;

(c) violence against another person or the injury, but excluding the death, of another person; or

(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence means:

(a) a crime or offence involving the death of a person;

(b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;

(c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or'

(d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect

themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

(a) obtain a Police Check for that person;

(b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;

(c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and

(d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

(a) a Serious Record; or

(b) a Criminal or Court Record;

and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

(a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;

(b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;

(c) the length of time that has passed since the person's charge or conviction and his or her record since that time;

(d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;

(e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

(a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or

(b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

CB9 is in this instance now referred to as G8A

G8A.1 If the Activity or any part of the Activity involves the Grantee employing or engaging a person (whether as an officer, employee, contractor or volunteer) that is required by State or Territory law to have a working with children check to undertake the Activity or any part of the Activity, the Grantee agrees:

(a) to comply with all State, Territory and Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Activity, including mandatory reporting and working with children checks however described;

(b) if requested, provide the Commonwealth, at the Grantee's cost, with an annual statement of compliance with clauses G8A in such form as may be specified by the Commonwealth; and

(c) to ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses G8A.1(a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

Not Applicable

12. Grantee trustee of trust

CB12.1 In this Agreement, **Trust** means the trust specified in the Parties to the Agreement section of this Agreement.

CB12.2 The Grantee warrants that:

(a) they are the only trustees of the Trust; and

(b) they have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and

(c) they have entered into this Agreement for the proper administration of the Trust; and
(d) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
(e) they have the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.

CB12.3 Each trustee of the Trust is jointly and severally liable for the performance of this Agreement and a reference to the Grantee includes a reference to any one or more of the trustees.

13. Fraud

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

14. Prohibited dealings

Not Applicable

15. Anti-corruption

CB15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in

relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

(a) engage in an Illegal or Corrupt Practice; or

(b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the *Criminal Code Act 1995* (Cth).

CB15.4 The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in 15.3 in relation to the performance of the Activity.

16. Step-in rights

Not Applicable

17. Grant Administrator

CB17.1 If the Commonwealth issues a notice under clause 2.2 the Commonwealth may appoint an administrator to oversee the performance of the Activity and the management of the Grant (**Grant Administrator**).

CB17.2 The Commonwealth can appoint a Grant Administrator for any period and on any terms and conditions that the Commonwealth considers appropriate.

CB17.3 The Commonwealth will give the Grantee notice of the appointment of a Grant Administrator that specifies:

(a) the proposed period of the appointment;

(b) the roles and responsibilities of the Grant Administrator; an

(c) a summary of reasons why the Commonwealth has made the appointment, if the Commonwealth considers that providing such a summary is practicable and appropriate.

CB17.4 The Commonwealth may appoint more than one Grant Administrator at the same time.

CB17.5 The Grantee agrees to:

(a) consider, in a timely manner and in good faith, all advice given to the Grantee by a Grant Administrator;

(b) co-operate actively, fully and in good faith with, and provide all assistance, material and facilities reasonably required by a Grant Administrator; and

(c) comply with all directions given by a Grant Administrator relating to the administration of the Grant.

CB17.6 A Grant Administrator that provides a report to the Commonwealth:

(a) does so independently of the Grantee; and

(b) does not reduce the Grantee's obligations to provide reports under this Agreement.

CB17.7 A Grant Administrator is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Grant Administrator cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

18. Management Adviser

CB18.1 If the Commonwealth issues a notice under clause 2.2, the Commonwealth may, at its discretion and at its own cost, appoint an adviser to perform functions as determined by the Commonwealth (Management Adviser), which may include:

a. advising the Grantee on:
   i. the Grantee's operations and corporate governance arrangements;
   ii. the management of the Activity;
   iii. the management of the Grantee's personnel;
b. with the Grantee's consent, assisting the Grantee with any of the matters specified in the Grant Details;
c. cooperating with any Grant Administrator appointed in respect of the Grantee under this Agreement; and
d. providing any other advice to the Grantee that the Commonwealth requires.

CB18.2 The Commonwealth will give the Grantee notice of its intention to appoint a Management Adviser that specifies:

a. the proposed period of the appointment;
b. the proposed roles and responsibilities of the Management Adviser; and
c. if the Commonwealth considers it practicable and appropriate, a summary of reasons why the Commonwealth intends to make the appointment.

CB18.3 Without limiting the Commonwealth's discretion to appoint a Management Adviser and where practicable, the Grantee shall have 14 days after the Grantee receives the Commonwealth's notice of intention given pursuant to CB18.2 to provide the Commonwealth with reasons why a Management Adviser should not be appointed.

CB18.4 Upon appointment of a Management Adviser, the Commonwealth shall inform the Grantee of the scope of the appointment and its duration and of any extensions to the period of appointment.

CB18.5 The Grantee agrees to cooperate with a Management Adviser and comply with any directions and recommendations given by the

Management Adviser in relation to the performance of this Agreement.

CB18.6 A Management Adviser who provides a report to the Commonwealth in relation to the Grantee:

a. does so independently of the Grantee; and
b. does not reduce the Grantee's obligations to provide Reports to the Commonwealth under this Agreement.

CB18.7 A Management Adviser is not an employee, officer, director, agent or contractor of the Grantee, nor an agent of the Commonwealth, and is not appointed to act, and does not act, in any such capacity. A Management Adviser is not appointed to act, and does not act, as a member or shadow member of the Grantee's governing board. A Management Adviser cannot enter into agreements for or on behalf of the Grantee or otherwise incur debts or other obligations on the Grantee's behalf.

19. Indemnities

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

20. Compliance with Legislation and policies

CB20.1 In this Agreement:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

CB20.2 The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- the Commonwealth Home Support Programme Manual.
- the Commonwealth Home Support Programme Guidelines.
- the Home Care Standards or the applicable Aged Care Quality Standards that replace them, available on the Australian Aged Care Quality Agency website as amended from time to time or any other quality standards as notified, referred or made available by the Commonwealth to

the Grantee (including by reference to an internet site).

- the Data Exchange Protocols and the associated documents available on the Department of Social Services website, and as amended or replaced from time to time by the Commonwealth.
- the My Aged Care Guidance for Providers, My Aged Care Provider Portal User Guide and associated documents available on the Department of Health website as amended or replaced from time to time.
- State/Territory applicable laws.

21. Work health and safety

CB21.1 The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

CB22.1 If the Agreement is reduced in its scope or terminated under clause 19, the Grantee must at its own expense cooperate and give assistance as directed by the Commonwealth to enable the transition of some or all of the Activity to the Commonwealth or a third party nominated by the Commonwealth (**Successor**).

CB22.2 The assistance to be provided under clause CB22.1 may include, among other things:

(a) making available to the Commonwealth or any Successor information relevant to the performance of the Activity;

(b) allowing representatives of the Commonwealth or any Successor to observe the performance of the Activity;

(c) providing a briefing to the Commonwealth or any Successor personnel on the Activity;

(d) transferring to the Commonwealth or any Successor:

(i) Activity Material specified in the Grant Details;

(ii) Assets purchased with the Grant; and

(iii) Records maintained under clause 12.1

(e) facilitating the novation or transfer to the Commonwealth or any Successor subcontracts and facilitating discussions with any subcontractors associated with the Activity;

(f) assigning or licensing Intellectual Property Rights in Reporting Material, and any Activity Material specified in the Grant Details, to the Commonwealth or any Successor on terms acceptable to the Commonwealth;

(g) preparing and executing any agreement or other documentation reasonably necessary or appropriate to facilitate any of the matters referred to above; and

(h) any other matter specified in the Grant Details.

CB22.3 This clause does not apply where the Agreement is cancelled or reduced in scope for convenience under clause 20.

23. Corporate governance

CB23.1 In this Agreement:

Constitution means (depending on the context):

(a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution;

(b) in relation to any other kind of body:

(i) the body's charter or memorandum; or

(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management.

CB23.4 The Grantee agrees not to employ, and to remove from office, any person with a role in the Grantee's management or financial administration if:

(a) the person is an undischarged bankrupt;

(b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;

(c) the person has suffered final judgment for a debt and the judgment has not been satisfied;

(d) subject to Part VIIC of the Crimes Act 1914 (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:

(i) that conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);

(ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or

(iii) the person's conviction for the offence has been quashed;

(e) that person is or was a director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with the requirements or obligations owed to the Commonwealth in relation to any other grant; or

(f) the person is otherwise prohibited from being a member or director or employee or responsible officer of the Grantee's organisation under the

relevant legislation.

CB23.5 If the Grantee is an Aboriginal and Torres Strait Islander corporation incorporated under the Corporations (*Aboriginal and Torres Strait Islander) Act 2006* (Cth) (the CATSI Act), in the event that the Grantee's public officer receives a notice from the Registrar of Aboriginal and Torres Strait Islander Corporations under section 487-10 of the CATSI Act calling upon the Grantee to show cause why an administrator should not be appointed, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of receipt of such a notice.

CB23.6 If the Grantee is registered under the *Corporations Act 2001* (Cth), in the event that the Grantee applies to come under, receives a notice requiring the Grantee to show cause why the Grantee should not come under, receives a notice or an application from any other person for the Grantee to come under or has otherwise come under any form of external administration or an order has been made for the purpose of placing the Grantee under external administration, the Grantee agrees to notify the Commonwealth within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

CB23.7 If one of the events specified in CB23.5 or CB23.6 occurs, and without limiting clause 19.4, the Commonwealth may withhold payment of the Grant in accordance with clause 2.2 or suspend the Agreement in accordance with clause 19.2 as though the event constituted a failure by the Grantee to comply with this Agreement.

23A. Incorporation requirement

CB23A.1 If the total value of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equals $500,000 or more (excluding GST), and the Grantee:

(a) is not a statutory body, or a State or Local Government; and

(b) has not received an exemption from the incorporation requirements from the Commonwealth's Minister (or the Minister's delegate),

then

(c) the Grantee must be, or become, incorporated in accordance with CB23A.2; and

(d) the incorporation must occur within 6 months of the execution date of the agreement (or contract variation) that resulted in the total value of all of the Grantee's funding from the Commonwealth (excluding funding for capital works projects) in a financial year equalling $500,000 or more (excluding GST).

CB23A.2 Where clause CB23A.1 applies, the Grantee must be, or become, incorporated:

(a) if the Grantee is an Indigenous Organisation – under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); or

(b) if the Grantee is not an Indigenous Organisation – under the *Corporations Act 2001* (Cth).

CB23A.3 The Grantee is an Indigenous Organisation if it meets the Indigeneity requirement specified in subsection 29-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

CB23A.4 Once the Grantee is, or becomes, incorporated in accordance with this clause CB23A, it must remain so incorporated until it ceases to receive any grant funding from the Commonwealth and the Agreement expires.

24. Counterparts

CB24.1 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

25. Employees Subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

CB27.1 In this Agreement:
Surplus and Uncommitted Funds means surplus and uncommitted funds provided by the Commonwealth through previous grant agreements relating to activities which are the same as or similar to the Activity and which are confirmed by final financial statements provided under the previous grant agreements.

CB27.2 The Parties acknowledge that the Grantee may hold Surplus and Uncommitted Funds.

CB27.3 The Commonwealth may give the Grantee written approval to retain all or part of any Surplus and Uncommitted Funds and treat those funds as part of the Grant provided under, and subject to, this Agreement. The Commonwealth may give such approval subject to conditions.

CB27.4 The Grantee agrees to acquit in the Reporting Material any Surplus and Uncommitted Funds that are retained and used to deliver the Activity under this Agreement.

CB27.5 This clause does not affect the Commonwealth's right to require the repayment of the balance of Surplus and Uncommitted Funds.

CB27.6 This clause survives the termination or expiry of the Agreement.

28. Secret and Sacred Indigenous Material

Not Applicable

COVER SHEET

CONFIDENTIAL REPORT

17 June 2025

Council Meeting

8.1 Office of the Mayor and CEO

8.1.1 SUPREME COURT CASE MATTER - QUARTERLY UPDATE

There is strong public interest in enabling members of the public to observe Council's transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate public participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision-making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest are that it contains informatioin that is related to the Supreme Court Case between Councils and TTEG

On balance, the above reason which supports the need for confidentiality pursuant to Section 90(2) of the Act outweighs the factors in favour of the public interest of open decision-making.

RECOMMENDATION
That Council:

(1) Under the provisions of Section 90(2) of the *Local Government Act 1999*, make an order that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director Corporate Services, Strategy and Innovation, Director Development and Community Services, Director Infrastructure and Environmental Services and the Minute Secretary, in order to consider in confidence a report relating to being information that must be considered in confidence pursuant to:

Section 90(3)(i) of the *Local Government Act 1999*:

information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

(2) Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential in order that it contains informatioin that is related to the Supreme Court Case between Councils and TTEG.

COVER SHEET

CONFIDENTIAL REPORT

17 June 2025

Council Meeting

8.1 Office of the Mayor and CEO

8.1.2 NEGOTIATION OF SOCIAL INFRASTRUCTURE DEED WITH LANDOWNERS - CONCORDIA GROWTH AREA

There is strong public interest in enabling members of the public to observe Council's transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate public participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision-making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest are that the negotiation of a Social Infrastructure Deed and this report tables confidential information pertaining to service levels, negotiating strategy and contains information provided to the State confidentially.

On balance, the above reason which supports the need for confidentiality pursuant to Section 90(2) of the Act outweighs the factors in favour of the public interest of open decision-making.

RECOMMENDATION
That Council:

(1) Under the provisions of Section 90(2) of the *Local Government Act 1999*, make an order that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director Corporate Services, Strategy and Innovation, Director Development and Community Services, Director Infrastructure and Environmental Services, Senior Strategy Advisor, Manager Development Service and the Minute Secretary, in order to consider in confidence a report relating to being information that must be considered in confidence pursuant to:

Section 90(3)(b) of the *Local Government Act 1999:*

information the disclosure of which-
(i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and
(ii) would, on balance, be contrary to the public interest;

(2) Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential in order that the negotiation of a Social Infrastructure Deed and this report tables confidential information pertaining to service levels, negotiating strategy and contains information provided to the State confidentially.