



COUNCIL

Agenda and Reports

for the meeting on

Tuesday, 9 December 2025

at 6.30 pm

in the Council Chamber, Adelaide Town Hall

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Our Adelaide.
Bold.
Aspirational.
Innovative.

Members: The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith (Presiding)
 Deputy Lord Mayor, Councillor Snape
 Councillors Abrahamzadeh, Cabada, Couros, Davis, Freeman, Giles, Maher, Martin,
 Noon and Dr Siebentritt

Agenda

Item	Pages
1. Acknowledgement of Country The Lord Mayor will state: ‘Council acknowledges that we are meeting on traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today. And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’	
2. Acknowledgement of Colonel William Light The Lord Mayor will state: ‘The Council acknowledges the vision of Colonel William Light in determining the site for Adelaide and the design of the City with its six squares and surrounding belt of continuous Park Lands which is recognised on the National Heritage List as one of the greatest examples of Australia’s planning heritage.’	
3. Prayer The Lord Mayor will state: ‘We pray for wisdom, courage, empathy, understanding and guidance in the decisions that we make, whilst seeking and respecting the opinions of others.’	
4. Pledge The Lord Mayor will state: ‘May we in this meeting speak honestly, listen attentively, think clearly and decide wisely for the good governance of the City of Adelaide and the wellbeing of those we serve.’	
5. Memorial Silence The Lord Mayor will ask all present to stand in silence in memory of those who gave their lives in defence of their Country, at sea, on land and in the air.	
6. Apologies and Leave of Absence Leave of Absence - Deputy Lord Mayor, Councillor Snape	

7. Confirmation of Minutes - 25/11/2025 & 2/12/2025

That the Minutes of the meeting of the Council held on 25 November 2025 and the Special meeting of the Council held on 2 December 2025, be taken as read and be confirmed as an accurate record of proceedings.

View public [25 November 2025](#) and [2 December 2025](#) Minutes.

8. Declaration of Conflict of Interest

9. Deputations

10. Petitions

10.1 Petition - Hutt Street Revitalisation Project 5 - 7

Recommendation/Advice from Committee/s

11. Advice of the Special Audit and Risk Committee - 27 November 2025 8 - 10

12. Advice of the Kadaltilla/ Adelaide Park Lands Authority 27 November 2025 11 - 13

13. Recommendations of the CEO Performance Review Panel - 1 December 2025 14 - 16

14. Recommendations of the Special City Community Services and Culture Committee - 2 December 2025 17 - 101

15. Recommendation of the Special City Finance and Governance Committee - 2 December 2025 102 - 113

16. Recommendation of the Special Infrastructure and Public Works Committee - 2 December 2025 114 - 151

17. Recommendations of the City of Adelaide Reconciliation Committee - 3 December 2025 152 - 157

18. Reports for Council (Chief Executive Officer's Reports)

18.1 Her Majesty's Theatre Commemorative Artwork Formal Proposal 158 - 197

18.2 Submission to the Accommodation Diversity Code Amendment consultation (Part 2) 198 - 206

18.3 Appointment of Council Member to the Council Assessment Panel 207 - 210

18.4 Appointment of Council Member to the CEO Performance Review Panel 211 - 213

18.5 Appointment to the Adelaide High School Governing Council 214 - 216

18.6 Hutt Street Revitalisation - Concept Option Endorsement 217 - 226

18.7 Review of the Behavioural Management Policy 227 - 250

19. Lord Mayor's Reports

19.1 Participation in COP30 and associated lead up events 251 - 260

20. Councillors' Reports

21. Motions on Notice

21.1 Councillor Siebentritt - MoN - FY 27 Budget 261 - 262

22. Motions without Notice

23. Questions on Notice

Nil

24. Questions without Notice

25. Exclusion of the Public 263 - 268

In accordance with sections 90(2),(3) and (7) of the *Local Government Act 1999 (SA)* Council will consider whether to discuss in confidence the reports contained within section 26, 27 & 28 of this Agenda.

Confidential Recommendation/Advice from Committee/s

26.	Confidential Recommendations of the Special Audit and Risk Committee 27 November 2025	269 - 272
27.	Confidential Recommendation of the Special City Community Services and Culture Committee - 2 December 2025	273 - 295
28.	Confidential Reports for Council (Chief Executive Officer's Reports)	
28.1	Capital City Committee Annual report and Update [S90(3) (g)]	296 - 310
28.2	Delegation to Award Contract (Golden Wattle Park/Mirnu Wirra (Park 21 West) - New Community Sports Building) [S90(3) (b), (d)]	311 - 315
28.3	Adelaide Economic Development Authority Appointment of Board Member [S90(3) (a)]	316 - 319
28.4	Appointment of Independent Council Assessment Panel Members [S90(3) (a)]	320 - 323
29.	Closure	

Petition - Hutt Street Revitalisation Project

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Michael Sedgman, Chief
Executive Officer

EXECUTIVE SUMMARY

This report presents a petition for Council to receive. The petition asks Council to:
'Prioritise the **upgrade of the public realm and amenities** to create a safe, vibrant, and inclusive community environment.
Specifically, we request:

- Creation of public spaces for the community to socialise
- Upgrade of the public realm
- Better street lighting for pedestrian safety
- Ambient lighting to add vibrancy and evening activity
- Public art to reflect culture and identity
- Increased greenery and landscaping for shade and beauty
- Improvement to the existing public hub and *village-style atmosphere* to support community living

We the undersigned have indicated whether we prefer option 1 or option 2 below.

Option 1: Upgrade and enhance the **existing bike lanes** on Hutt Street to improve safety and amenity for cyclists, while also maximising the availability of existing car parking.
Option 2: Reduce full-time dedicated car parking from 132 spaces to 42 (with 30 additional time-restricted spaces) and construct a **separated bike path** adjacent to the existing footpath.'

RECOMMENDATION	
THAT COUNCIL	
1.	Receives the petition containing 1814 valid signatories, distributed as a separate document to Item 10.1 on the Agenda for the meeting of the Council held on 9 December 2025.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Corporation Presentation of petitions align with the Strategic Plan Key Action to listen and respond to our community, embedding their perspective to support decision-making
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Petition presented for receipt in accordance with the <i>Local Government (Procedures at Meetings Regulations 2013</i> (SA) and the Council's Code of Practice for Meeting Procedures.
Opportunities	Not as a result of this report
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. A petition containing 1830 petitioners was received seeking the following action:

'Prioritise the **upgrade of the public realm and amenities** to create a safe, vibrant, and inclusive community environment.

Specifically, we request:

- Creation of public spaces for the community to socialise
- Upgrade of the public realm
- Better street lighting for pedestrian safety
- Ambient lighting to add vibrancy and evening activity
- Public art to reflect culture and identity
- Increased greenery and landscaping for shade and beauty
- Improvement to the existing public hub and *village-style atmosphere* to support community living

We the undersigned have indicated whether we prefer option 1 or option 2 below.

Option 1: Upgrade and enhance the **existing bike lanes** on Hutt Street to improve safety and amenity for cyclists, while also maximising the availability of existing car parking.

Option 2: Reduce full-time dedicated car parking from 132 spaces to 42 (with 30 additional time-restricted spaces) and construct a **separated bike path** adjacent to the existing footpath.'

2. The Chief Executive Officer must ensure the petition is placed on the agenda for the next ordinary meeting of Council. The original petition will be distributed to all Council Members separately.
3. Members of the public may seek a copy of the original petition upon written request to the Chief Executive Officer.
4. The petition has been considered pursuant to regulation 10 of the *Local Government (Procedures at Meetings) Regulations 2013 (SA)* (the Regulations) and in accordance with the requirements of the Code of Practice for Meeting Procedures, the petition meets the requirements.
5. Petitioners represented the following geographical locations:
 - 5.1. Adelaide 5000: 810 signatories
 - 5.2. North Adelaide 5006: 32 signatories
 - 5.3. Other South Australian suburbs: 965 signatories
 - 5.4. Interstate suburbs: 7 signatories
 - 5.5. No address supplied: 16 signatories
6. Options selected by petitioners are as follows:
 - 6.1. Option 1: 1781 signatories
 - 6.2. Option 2: 9 signatories
 - 6.3. No option selected: 34 signatories
 - 6.4. Both options selected: 6 signatories
7. The petition contained 1830 petitioners. 16 signatories are invalid, due to an address not being supplied.
8. The petition is presented for Council to receive, with 1814 valid signatories.

ATTACHMENTS

Petition distributed separately to Lord Mayor and Councillors

- END OF REPORT -

Tuesday, 9 December 2025
Council

Advice of the Special Audit and Risk Committee - 27 November 2025

Strategic Alignment - Our Corporation

Public

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

This report presents the outcomes of the Special Audit and Risk Committee meeting of 27 November 2025 ([Link 1](#)).

The Audit and Risk Committee's role is to report to Council and provide appropriate advice and recommendations on matters relevant to its Terms of Reference. The Committee acts to facilitate informed decision making in relation to the discharge of Council's legislative responsibilities and duties.

The Audit and Risk Committee is required to report to Council after every meeting.

The Audit and Risk Committee resolved to present recommendations and advice on the following matters to Council for Council determination:

RECOMMENDATION

THAT COUNCIL

1. Notes the advice of the Audit and Risk Committee from the special meeting held 27 November 2025 as contained in Item 11 on the Agenda for the meeting of Council held 9 December 2025 in relation to:
 - 1.1. Proposed Strategic Risks and 2026-2029 Internal Audit Plan

DISCUSSION

1. The Audit and Risk Committee met on Thursday 27 November 2025 and considered the following items:
 - 1.1. Proposed Strategic Risks and Internal Audit Plan
 - 1.2. Audit and Risk Committee Meeting Dates
2. The public component of the Agenda with reports for the meeting can be viewed at [Link 1](#).
3. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first, with the original recommendation provided in grey and italics.

Resolutions of the Committee

4. Item 4.1 - Proposed Strategic Risks and Internal Audit Plan

THAT THE AUDIT AND RISK COMMITTEE ADVISES COUNCIL

THAT THE AUDIT AND RISK COMMITTEE

1. Notes the Proposed Strategic Risks and 2026 - 2029 Internal Audit Plan report on the Agenda for the meeting of the Audit and Risk Committee held on 27 November 2025.
2. Notes the draft 2026 – 2029 Internal Audit Plan as contained in Attachment A to Item 4.1 on the Agenda for the meeting of the Audit and Risk Committee held on 27 November 2025.
3. Notes the draft Strategic Risks as contained in Attachment B to Item 4.1 on the Agenda for the Audit and Risk Committee held on 27 November 2025 and provides the following feedback:
 - 3.1. That Administration review articulation of strategy implementation risk to consider changes in external environments that may require overarching strategy review.

Original Recommendation as printed in the Audit and Risk Committee Agenda

THAT THE AUDIT AND RISK COMMITTEE ADVISES COUNCIL

THAT THE AUDIT AND RISK COMMITTEE

1. *Notes the Proposed Strategic Risks and 2026 - 2029 Internal Audit Plan report on the Agenda for the meeting of the Audit and Risk Committee held on 27 November 2025.*
2. *Notes the draft 2026 – 2029 Internal Audit Plan as contained in Attachment A to Item 4.1 on the Agenda for the meeting of the Audit and Risk Committee held on 27 November 2025 and provides the following feedback:*
 - 2.1. _____
 - 2.2. _____
3. *Notes the draft Strategic Risks contained as contained in Attachment B to Item 4.1 on the Agenda for the Audit and Risk Committee held on 27 November 2025 and provides the following feedback:*
 - 3.1. _____
 - 3.2. _____

5. Audit and Risk Committee Meeting Dates

THAT THE AUDIT AND RISK COMMITTEE

1. Approves the following meeting schedule for the Audit and Risk Committee to be held in the Colonel Light Room, Town Hall, Adelaide:
 - 1.1. Friday 17 April 2026, starting at 9.00am;
 - 1.2. Friday 15 May 2026, starting at 9.00am;
 - 1.3. Friday 12 June 2026, starting at 9.00am;
 - 1.4. Friday 14 August 2026, starting at 9.00am;
 - 1.5. Wednesday 23 September 2026, starting at 9.00am;
 - 1.6. Friday 16 October 2026, starting at 9.00am;
 - 1.7. Friday 20 November 2026, starting at 9.00am; and

1.8. Friday 12 February 2027, starting at 9.00am.

DATA AND SUPPORTING INFORMATION

Link 1 - [Agenda for Audit and Risk Committee on Thursday, 27th November, 2025, 3.00 pm - City of Adelaide](#)

ATTACHMENTS

Nil

- END OF REPORT -

Advice of the Kadaltilla/ Adelaide Park Lands Authority 27 November 2025

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) is the principal advisor to both the Council and the State Government on the protection, management, enhancement and promotion of the Adelaide Park Lands.

This report presents the advice from Kadaltilla in response to Board deliberations at its meeting held on 27 November 2025 on the following matters:

- Item 5.1 – Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest
- Item 5.2 – Blackfriars Priory School – Denise Norton Park / Padipardinyilla (Park2) Lease Exemption
- Item 6.1 – Tentative List Submission for World Heritage Bid for Adelaide and its Rural Settlement Landscapes – Progress Report

RECOMMENDATION

THAT COUNCIL

1. Notes the advice of the Kadaltilla / Adelaide Park Lands Authority from the meeting of the Board held on 27 November 2025, contained in Item 12 on the Agenda for the meeting of the Council held on 9 December 2025 in relation to:
 - 1.1. Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest
 - 1.2. Blackfriars Priory School – Denise Norton Park / Padipardinyilla (Park2) Lease Exemption
 - 1.3. Tentative List Submission for World Heritage Bid for Adelaide and its Rural Settlement Landscapes – Progress Report

DISCUSSION

1. Kadaltilla met on 27 November 2025, deliberating on the following matters:
 - 1.1. Item 4.1 - Adelaide Park Lands Partnering Opportunities
 - 1.2. Item 5.1 - Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest
 - 1.3. Item 5.2 - Blackfiars Priory School – Denise Norton Park / Padipardinyilla (Park2) Lease Exemption
 - 1.4. Item 6.1 - Tentative List Submission for World Heritage Bid for Adelaide and its Rural Settlement Landscapes – Progress Report

The Agenda and Minutes for the Kadaltilla Board meeting can be viewed [here](#).

Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first, with the original recommendation provided in grey and italics.

2. Kadaltilla resolved as follows in relation to:
 - 2.1. Item 5.1 - Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

 1. Notes the concept design for the new Community Building at Mary Lee Park (Park 27B), as contained in Attachment A to Item 5.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 27 November 2025 subject to the following considerations:
 - 1.1. More specific design solutions responding to the Design Drivers presented.
 - 1.2. Presentation of the building to the public realm and within the natural landscape setting.
 2. Reinforces the importance of inclusion of renewable energy saving initiatives for Park Lands buildings and financial sustainability for lease holders as identified in City of Adelaide Integrated Climate Strategy and building design guidelines.
 3. Supports the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.
 4. Supports a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 27 November 2025, for the purpose of the public consultation.
 5. Notes that a public consultation report and a detailed design of the Community Building will be presented to Kadaltilla / Adelaide Park Lands Authority in 2026.

Original Recommendation as Printed in the Kadaltilla / Adelaide Park Lands Authority Agenda

Item 5.1 - Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. *Supports the concept design for the new Community Building at Mary Lee Park (Park 27B), as contained in Attachment A to Item 5.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 27 November 2025.*
2. *Supports the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.*

3. *Supports a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 27 November 2025, for the purpose of the public consultation.*
 4. *Notes that a public consultation report and a detailed design of the Community Building will be presented to Kadaltilla / Adelaide Park Lands Authority in 2026.*
- 2.2. Item 5.2 - Blackfriars Priory School – Denise Norton Park / Padipardinyilla (Park2) Lease Exemption
- THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:
- That the Kadaltilla / Adelaide Park Lands Authority:
1. Supports the exemption of Blackfriars Priory School from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.
 2. Supports granting a five-year (1 July 2026 to 30 June 2031) Park Lands Community Lease Agreement to Blackfriars Priory School for the community building, playing fields and courts in Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment A to Item 5.2 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 27 November 2025.
- 2.3. Item 6.1 - Tentative List Submission for World Heritage Bid for Adelaide and its Rural Settlement Landscapes – Progress Report
- THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:
- That the Kadaltilla / Adelaide Park Lands Authority:
1. Receives the report contained in Item 6.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 27 November 2025.

DATA AND SUPPORTING INFORMATION

Link 1 - [Agenda for Kadaltilla / Adelaide Park Lands Authority on Thursday, 27th November, 2025, 4.30 pm - City of Adelaide](#)

ATTACHMENTS

Nil

- END OF REPORT -

Tuesday, 9 December 2025
Council

Recommendations of the CEO Performance Review Panel – 1 December 2025

Strategic Alignment - Our Corporation

Public

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The CEO Performance Review Panel considered the following items at its meeting held on 1 December 2025 and resolved to present to Council the following recommendation for Council determination:

Item 5.1 – 2025/26 Q1 CEO KPI Progress Report

RECOMMENDATION

Recommendation 1 – Item 5.1 – 2025/26 Q1 CEO KPI Progress Report

THAT COUNCIL

1. Receives and notes the KPI progress report as contained in Attachment A to Item 5.1 on the agenda for the meeting of the CEO Performance Review Panel held on 1 December 2025, outlining commendable progress against the Chief Executive Officer's endorsed 2025/26 Key Performance Indicators.

DISCUSSION

1. The CEO Performance Review Panel met on Monday 1 December 2025. The Agenda and reports for the meeting can be viewed [here](#).
2. Where the resolution of the Panel differs from the recommendation published in the Panel Agenda, the Panel's recommendation to the Council is listed first with the original recommendation provided in grey and italics.
3. The following matters were the subject of deliberation:
 - 3.1. Item 5.1 – 2025/26 Q1 CEO KPI Progress Report

THAT THE CEO PERFORMANCE REVIEW PANEL RECOMMENDS TO COUNCIL
THAT COUNCIL

1. Receives and notes the KPI progress report as contained in Attachment A to Item 5.1 on the agenda for the meeting of the CEO Performance Review Panel held on 1 December 2025, outlining commendable progress against the Chief Executive Officer's endorsed 2025/26 Key Performance Indicators.

Note: Item 5.1 was held in public with the exception of a period of confidential discussion. Part 2 of the resolution retains the discussion in confidence.

THAT THE CEO PERFORMANCE REVIEW PANEL

2. Authorises that, in accordance with Section 91(7) and (9) of the *Local Government Act 1999* (SA) and because Item 5.1 [2025/26 Q1 CEO KPI Progress Report] listed on the Agenda for the meeting of the CEO Performance Review Panel held 1 December 2025 was discussed in confidence pursuant to Section 90(3) (a) of the *Local Government Act 1999* (SA), this meeting of the CEO Performance Review Panel do order that:
 - 2.1. The confidential discussion of this meeting in relation to the matter remain confidential and not available for public inspection until 31 December 2030.
 - 2.2. The confidentiality of the matter be reviewed in December 2025.
 - 2.3. The Chief Operating Officer be delegated the authority to review and revoke all or part of the order herein and directed to present a report containing the Item for which the confidentiality order has been revoked.

THAT THE CEO PERFORMANCE REVIEW PANEL RECOMMENDS TO COUNCIL

THAT COUNCIL

1. *Receives and notes the KPI progress report as contained in Attachment A to Item 5.1 on the agenda for the meeting of the CEO Performance Review Panel held on 1 December 2025, outlining progress against the Chief Executive Officer's endorsed 2025/26 Key Performance Indicators.*
- 3.2. Item 5.2 – CEO Performance Review Panel Meeting Dates

THAT THE CEO PERFORMANCE REVIEW PANEL

 1. Approves the following meeting dates and times for the CEO Performance Review Panel to be held in the Colonel Light Room, Town Hall, Adelaide:
 - 1.1. Monday 2 March 2026, 3.00pm to 5.00pm
 - 1.2. Monday 1 June 2026, 3.00pm to 5.00pm
 - 1.3. Monday 17 August 2026, 3.00pm to 5.00pm

DATA AND SUPPORTING INFORMATION

Link 1 – Public component of CEO Performance Review Panel Agenda – 1 December 2025

ATTACHMENTS

Nil

- END OF REPORT -

Recommendations of the Special City Community Services and Culture Committee – 2 December 2025

Strategic Alignment – Our Corporation

Public

**Tuesday, 9 December 2025
Council**

Program Contact:

Rebecca Hayes, Associate
Director Governance and
Strategy

Approving Officer:

Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The City Community Services and Culture Committee considered the following Item at its Special meeting held on 2 December 2025 and resolved to present to Council the following recommendations for Council determination:

- Item 5.1 – Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest
- Item 5.2 – Blackfriars Priory School – Denise Norton Park / Pardipardinyilla (Park 2) Lease Exemption

RECOMMENDATION

1. Recommendation 1 – Item 5.1 - Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest

THAT COUNCIL

1. Approves the draft concept design for the new Community Building at Mary Lee Park (Park 27B), as contained in Attachment A to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, subject to the following considerations:
 - 1.1. More specific design solutions responding to the Design Drivers presented.
 - 1.2. Presentation of the building to the public realm and within the natural landscape setting.
2. Reinforces the importance of inclusion of renewable energy initiatives for Park Lands buildings and financial sustainability for lease holders as identified in City of Adelaide Integrated Climate Strategy and building design guidelines.
3. Approves the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.
4. Authorises a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.
5. Notes that a public consultation report and a Detailed Design of the Community Building will be presented to Kadaltilla and Council in 2026.

2. Recommendation 2 – Item 5.2 - Blackfriars Priory School – Denise Norton Park / Pardipardinyilla (Park 2) Lease Exemption

THAT COUNCIL

1. Approves the exemption of Blackfriars Priory School from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy.

2. Approves granting a five-year (1 July 2026 to 30 June 2031) Park Lands Community Lease Agreement to Blackfriars Priory School for the community building, playing fields and courts in Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment A to Item 5.2 on the Agenda for the Special meeting of the City Community Services and Culture Committee held on 2 December 2025.
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DISCUSSION

1. The City Community Services and Culture Committee met on Tuesday 2 December 2025. The Agenda with reports for the meeting can be viewed [here](#).
2. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first with the original recommendation provided in grey and italics.
3. The following matters were the subject of deliberation.
 - 3.1. Item 5.1 - Mary Lee Park (Park 27B) – Community Sports Building Concept Design and Exemption to Expression of Interest

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. Approves the draft concept design for the new Community Building at Mary Lee Park (Park 27B), as contained in Attachment A to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, subject to the following considerations:
 - 1.1. More specific design solutions responding to the Design Drivers presented.
 - 1.2. Presentation of the building to the public realm and within the natural landscape setting.
2. Reinforces the importance of inclusion of renewable energy initiatives for Park Lands buildings and financial sustainability for lease holders as identified in City of Adelaide Integrated Climate Strategy and building design guidelines.
3. Approves the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.
4. Authorises a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.
5. Notes that a public consultation report and a Detailed Design of the Community Building will be presented to Kadaltilla and Council in 2026.

For ease, Attachments A and B relating to Recommendation 1, 5.1, have been included at the end of this recommendation report.

Original Recommendation as Printed in the CCSC Committee Agenda

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. *Approves the draft concept design for the new Community Building at Mary Lee Park (Park 27B), as contained in Attachment A to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025.*
2. *Approves the exemption of the West Adelaide Soccer Club from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy 2016.*
3. *Authorises a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the West Adelaide Soccer Club (Lessee) for community sports facilities at Mary Lee Park (Park 27B) as contained in Attachment B to Item 5.1 on the Agenda for the Special meeting of City Community Services and Culture Committee held on 2 December 2025, for the purpose of public consultation.*
4. *Notes that a public consultation report and a Detailed Design of the Community Building will be presented to Kadaltilla and Council in 2026.*

3.2. Item 5.2 - Blackfriars Priory School – Denise Norton Park / Pardipardinyilla (Park 2) Lease Exemption

THAT THE CITY COMMUNITY SERVICES AND CULTURE COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. Approves the exemption of Blackfriars Priory School from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licensing Policy.
2. Approves granting a five-year (1 July 2026 to 30 June 2031) Park Lands Community Lease Agreement to Blackfriars Priory School for the community building, playing fields and courts in Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment A to Item 5.2 on the Agenda for the Special meeting of the City Community Services and Culture Committee held on 2 December 2025.

For ease, Attachment A relating to Recommendation 2, Item 5.2, has been included at the end of this recommendation report.

DATA AND SUPPORTING INFORMATION

Link 1 – City Community Services and Culture Committee Agenda

ATTACHMENTS

- END OF REPORT -

NINE



Park 27B Community Building Upgrade — Preliminary Concept Design

We acknowledge the Traditional Custodians of the lands on which we live and work across Australia. We pay our respects to Aboriginal Elders, past and present, and honour their enduring connection to Country, culture, and community.

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Client
City of Adelaide
Project Number
0909-163
Date
Thursday 20th November 2025

Executive Summary

Overview

Studio Nine has been engaged by City of Adelaide to redesign the community building in Park 27B. The current club and changerooms are approximately 150m² and do not provide sufficient facilities for the club. This presents an opportunity to reimagine and activate the playing fields for current and future sports demands, creating a fit-for purpose and future-proofed facility.

The City of Adelaide commissioned a feasibility study in 2023, which recommended that the existing building be demolished and replaced with a single-story development closer to the main pitch. The City of Adelaide adopted this recommendation, and the subsequent brief reflects this. West Adelaide Hellas Soccer Club currently leases the clubrooms and will be the primary occupants of the proposed development.

Site

The site is located north-west of the park, nestled in a bustling community precinct alongside Park Terrace Community Garden, Bowden Skatepark, and opposite Bowden. The site includes a sports building, along with a footbridge structure over an existing stormwater swale that connects four soccer fields.

Accessed via Park Terrace, Mary Lee Park – Park 27B is located within the Adelaide Parklands, linking a number of Adelaide City precincts such as Bonython Park, Golf Links, and Greater Riverbank. It acts as a green buffer for neighbouring councils, including the City of West Torrens and the City of Charles Sturt, as well as providing key active escapes for surrounding residential areas.

Vision

The vision prioritises efficiency and flexibility, delivering a clubroom capable of supporting both intimate gatherings and larger groups while preserving the integrity of the Adelaide Park Lands and ensuring all activities align with their environmental, cultural, recreational, and social heritage values.

The focus will be on creating adaptable spaces that can be easily tailored to suit the specific needs of each group and occasion, offering versatility.

The flexible design of the clubroom ensures it can host a variety of sports, adjusting seamlessly to seasonal changes.

The transformation of Park 27B aims to establish it as a vibrant and inclusive destination—a place to meet, connect, and enjoy diverse experiences. By creating a dynamic network of activity hubs, the park will attract visitors and tourists of all ages, abilities, and cultural backgrounds.

Sport and recreation will be key drivers of activation, strengthening Park 27B’s identity as a regional hub for competitive sport as well as a wide range of active and passive recreational pursuits.

Integrated parkland trails and edge paths will provide accessible, well-lit routes with sealed surfaces, enhancing connections for commuters and recreational users alike.

Key project Drivers

The design drivers aim to align with the City of Adelaide’s strategic documents (listed below), along with feedback obtained through stakeholder workshop sessions.

- Adelaide Park Lands Community Buildings (Sports & Recreation) Policy
- City of Adelaide Strategic Plan
- Adelaide Design Manual
- Adelaide Park Lands Management Strategy
- Community Land Management Plan - Adelaide Park Lands
- Integrated Biodiversity Management Plan
- National Heritage Management Plan

The design guidelines, vision, and values will provide a foundation for the park to prosper, grow, and effectively carry out its mission to design a building that is respectful to its context, while also providing a place that facilitates greater community participation

Concept Development

Surrounding Conditions



Existing Hellas Clubroom



Adelaide Parklands trail to Livestrong pathway



Mary Lee Playspace



Bowden Multicourts



Existing Swale



Dual Exaloo

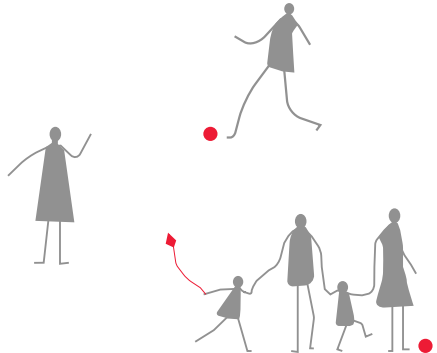


Bowden Skatepark

Concept Development

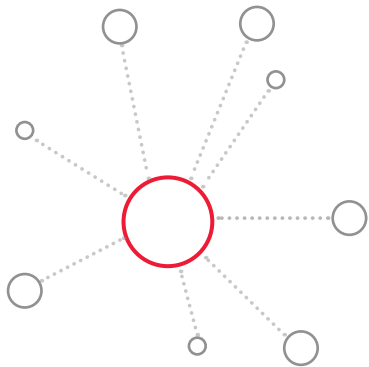
Referencing the outcomes of the Vision Workshop, 4 key design drivers were identified. These aim to inform the design approach Across all product phases.

Design Drivers



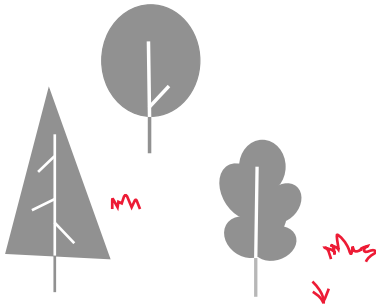
Fostering Community Connection

The club should be more than a venue for sport—it will act as a vibrant community gathering point. Enhancing the connection between community driven initiatives on site along with opportunities to foster a deeper sense of place and people through flexible design.



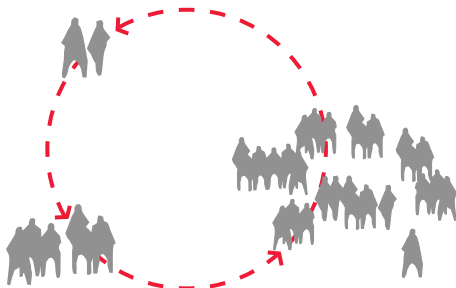
Celebrating Community and Parklands Identity

Create a community building that responds to its parklands setting and the needs of the growing and changing communities in the city and neighbouring suburbs that caters for organised sport and community use.



Sensitivity to Nature

Paying homage to the site nestled within Mary Lee Park (Park 27B) opportunity to enhance and encourage connection to the parklands that encourage and consider connection with nature. Celebrating outdoor sanctuaries to offer restorative moments, enhancing the overall sense of peace and balance within the community.



Efficient and Flexible

The facility design will prioritise efficiency and flexibility, ensuring it can seamlessly accommodate both intimate gatherings and larger groups. The focus will be on creating adaptable spaces that can be easily tailored to suit the specific needs of each group and occasion, offering versatility and functionality for a wide range of events.

Concept Development

Look and Feel



Light-Touch Construction



Robust and Natural Palette

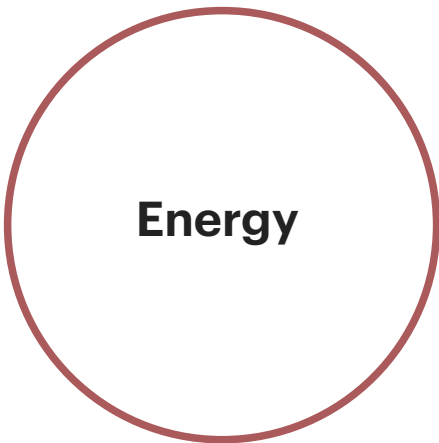


Intergrated Landscape



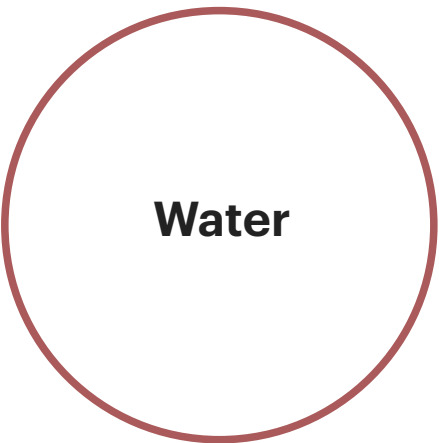
Concept Development

Environmentally Sustainable Design Initiatives



A fully electric, renewable energy ready, and fossil-fuel-free pavilion supported by high-efficiency building services.

- All-electric systems, no gas.
- High-efficiency LED lighting with sensors.
- Natural ventilation and ceiling fans to reduce cooling loads.
- Powered by South Australia’s leading renewable energy share with space / provisions provided for future solar photovoltaic (PV) / battery storage



Reduced water uses through high-efficiency WELS-rated fittings and use of Glenelg to Adelaide Pipeline (GAP) water for irrigation.

- Efficient Water Efficiency Labelling and Standards (WELS) scheme-rated fittings.
- GAP water for irrigation.
- Permeable paving to reduce runoff and heat.



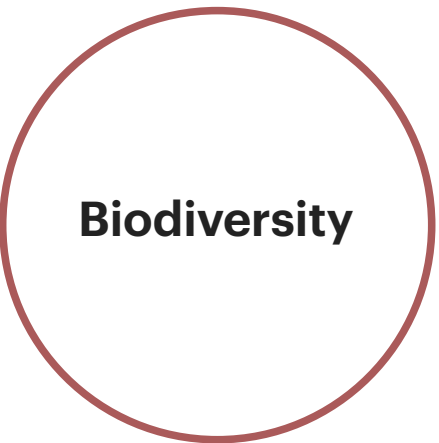
Natural light in community and change rooms and inclusive amenities. A design that reflects respect for Kaurna and other cultural backgrounds.

- Natural light to the community space and change rooms which reduces the reliance on artificial lighting.
- Natural ventilation to all rooms including change rooms.
- Inclusive amenities and gender-neutral facilities
- Play elements for children
- A facility that respects Kaurna culture and other cultural backgrounds.



Use of durable, low carbon and responsible materials and waste reduction strategies to minimise the building’s impact on the Parklands.

- Low-carbon concrete, responsible steel or responsibly sourced timber.
- Durable finishes to extend life and reduce replacement.
- Circular design for easy disassembly and reuse.
- Waste minimisation and recycling



A site that enhances local biodiversity, strengthens connectivity, and provides habitat for endangered species.

- Native and drought resistant planting that supports pollinators, wildlife and bird habitat.
- Integrated habitat features (nesting boxes, insect hotels).

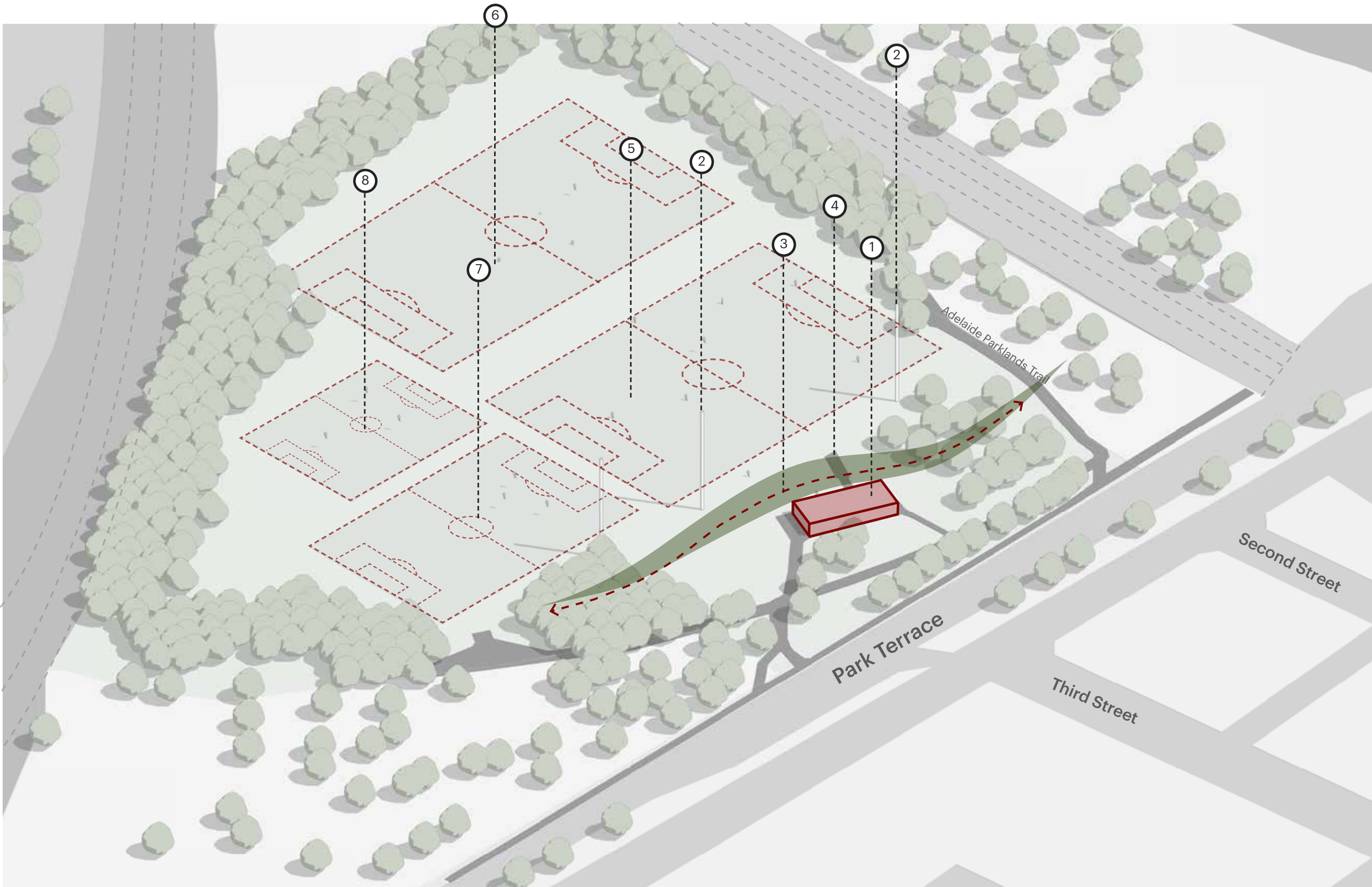


Stormwater is managed through a natural swale to reduce flood risk during heavy rain, with light-coloured finishes and vegetation to minimise heat island effect.

- Water Sensitive Urban Design (WSUD) including a natural swale to reduce local flood risk during intense rainfall events and shelter/play on hot days.
- Light-coloured, reflective roof to reduce heat island effect.

Site Approach

Existing Site



- 1 . Existing Clubrooms (approx 150m2)
- 2 . Existing Light Posts
- 3 . Existing Swale
- 4 . Pedestrian Bridge
- 5 . Existing Playing Pitch 01
- 6 . Existing Playing Pitch 02
- 7 . Existing Playing Pitch 03
- 8 . Existing Playing Pitch 04

Not to Scale

Site Approach

Opportunities



- 1 . Respond, enhance and incorporate existing terrain, vegetation and canopy including exsiting stormwater management.
- 2 . Reinforce user desire lines to and from the Park Lands and sporting fields

Not to Scale

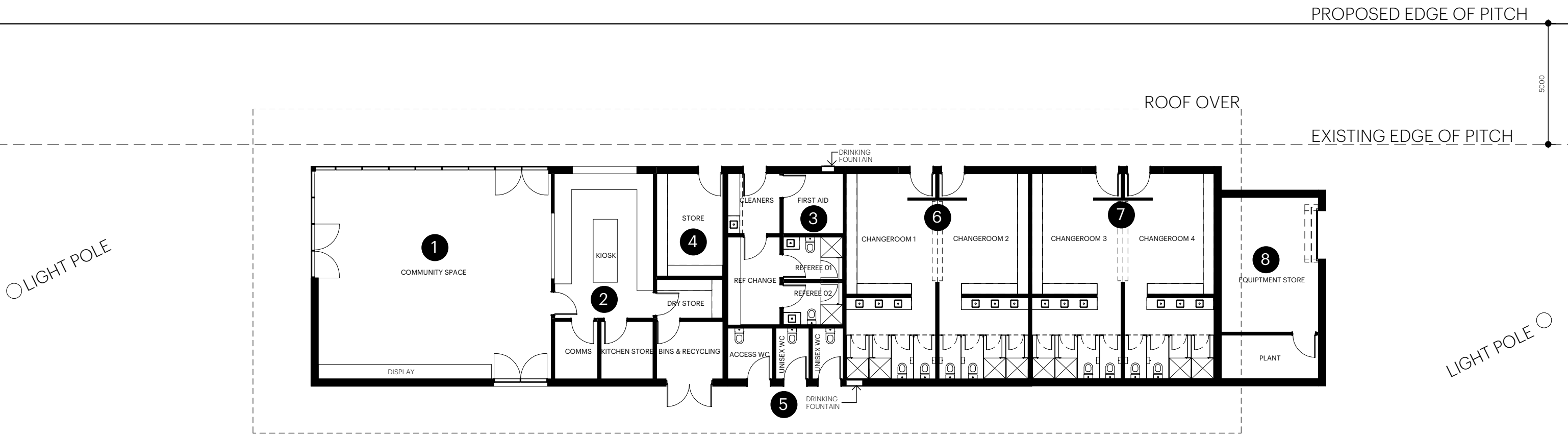
Concept

Accommodation

No	Room	Existing Building	Football Victoria – Building Development Guide (Junior) Football NSW – Modular Sporting Facilities	Proposed Building (m2)	Comments
1.0	Changerooms and Amenities*				
1.1	Player Change rooms	1 x 19sqm 1 x 15sqm	4 x 25sqm (Vic) 4 x 19sqm (NSW)	4 x 19sqm	Four changerooms servicing two full size pitches and two modified pitches with ability to connect the change rooms to create two larger spaces
1.2	Player Amenities	1 x 11sqm 1 x 7sqm	4 x 16sqm (Vic) 4 x 12.5sqm (NSW) 2 pans, 2 showers in each change room	4 x 13sqm 2 pans, 2 showers in each change room	
2.0	Match Official/ Umpire Changerooms				
2.1	Umpire Changerooms	Nil	Optional (Vic) 8.25sqm (NSW)	17sqm	Allowance for male and female officials
3.0	Ancilliary				
3.1	First Aid Room	Nil	Optional	7sqm	External but sheilded (and under main roof extent)
3.2	Cleaners Store	Nil	5sqm	2sqm	
3.3	Bin Storage (bins, recycling, mechanical equiptment, etc)	Nil	Not referenced	5sqm	
3.4	Plant/Services	Nil	Not referenced	7.5sqm	Waste, including recycling, is stored out of sight
3.5	Equipment Store/Store	5sqm	15sqm (Vic) 20sqm (NSW)	34.5sqm	Servicing multiple pitches and over 28 junior male and female teams
3.6	Communication room	Nil	Not referenced	5sqm	Future-proof building
4.0	Kiosk				
4.1	Kiosk/Kitchen	18sqm	Site dependent (Vic) 25-30sqm (NSW)	35sqm	Includes allowance for dry store and cool room (non-commercial kitchen)
5.0	Internal Common Area				
5.1	Community room	35sqm	Site dependent (Vic) 75.5sqm (NSW)	86sqm	Multi-use community space (memorabillia display)
6.0	Public Amentiy:				
6.1	Public toilets	17sqm* *Not publicly accessible	27sqm 3 x toilets, including an accessible toilet	11sqm** 3 x toilets, including an accessible toilet	**Externally accessible
6.3	Handwashing and drink facilities				Externally accessible
Total Floor Area		127.0	329.8	340.5sqm	
Grossing Allowance		23.0	49.5sqm*	37.5sqm	*15% allowance for walls, walkways, corridors etc to enable an estimated total building footprint as defined by the Adelaide Park Lands Building Design Guidelines
Total Building Footprint		150sqm	379.25sqm	378sqm	

Concept Design

Floor Plan - Not to scale



GFA Proposed Building: 378sqm



- 1. Community Space
- 2. Kiosk and Store
- 3. Verandah
- 4. Storage & Amenities
- 5. Public Amenities
- 6. Changeroom 1 and 2
- 7. Changeroom 3 and 4
- 8. Equipment and Plant

Concept Design

Planting Palette



SCHEDULE

NO.	SPECIES	COMMON NAME	POT SIZE	SIZE (H X W)
TREES				
01	Eucalyptus porosa	Mallee Box	45L	10m x 8m
02	eucalyptus leucoxylon s. megalocarpa	SA Blue Gum	45L	10m x 10m
03	Eucalyptus leucoxylon 'Euky Dwarf'	Dwarf SA Blue Gum	45L	5m x 5m
SHRUBS				
04	Chrysocephalum apiculatum	Everlasting Daisy	140mm	300mm x 500mm
05	Correa glabra x reflexa	Native Fuchsia	140mm	700mm x 1m
06	Enchylaena tomentosa	Ruby saltbush	140mm	1m x 1m
07	Hardenbergia violacea	Native lilac	140mm	5m x 3m
STRAPPYS/SEDGES				
08	Dianella longifolia	Flax-lilies	140mm	1m x 1m
09	Ficinia nodosa	Knobby club-rush	140mm	1m x 1m
10	Juncus pallidus	Pale rush	140mm	1.5m x 1m
11	Poa labillardieri	Tussock-grass	140mm	1m x 500mm
GROUNDCOVERS				
12	Atriplex semibaccata	Berry Saltbush	140mm	200mm x 1.5m
13	Goodenia varia	Sticky goodenia	140mm	500mm x 1m
14	Kunzea pomifera	Muntries	140mm	500mm x 5m
15	Myoporum parvifolium	Creeping boobialla	140mm	300mm x 2m

Concept Design

View Looking North West



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CITY OF
ADELAIDE

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

WEST ADELAIDE HELLAS SOCCER CLUB INC.

(Lessee)

[Portion of Mary Lee Park (Park 27b)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

This Lease is exempt from the application of the Act pursuant to an exemption granted under section 77(1) of the Act by the Minister for Business Services and Consumers on 28 December 2011.

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Mary Lee Park (Park 27b).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Mary Lee Park (Park 27b).	
Item 2 Initial Term	Seven (7) years commencing 1 October 2026 (Commencement Date) and expiring at midnight on 30 September 2033.	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2033 and expiring at midnight 30 September 2047.	
Item 4 Lease Fee	XX (\$XX) per annum (inclusive of GST) (subject to annual review*) <i>*Calculated at TBCsqm x \$11 per sqm</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	XX (\$XX) (inclusive of GST) (subject to annual review*) <i>*Calculated on 2.51ha of open playing fields maintained by the Lessee.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities.	
Item 7 Times of Use	1 January – 31 December Monday to Sunday (inclusive) 7.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination.	

<p>Item 9 Licence Area Permitted Use</p>	<p>Community sport and associated community development (not-for-profit) activities.</p>
<p>Item 10 Special Conditions</p>	<p>1. External Public Toilets</p> <p>1.1 Without limiting clause 8.1 and 8.4 of this Lease, the Lessee acknowledges and agrees that the External Public Toilets will on practical completion (to Council's reasonable satisfaction) become public toilets (for the general public's access and use as determined by Council) and the Council will be responsible for all general maintenance, repair, consumables, outgoings and cleaning (for so long as they remain public toilets).</p> <p>1.2 The Lessee will report (if and as soon as it becomes aware) any damage of the External Public Toilets to the Council so that the damage may be assessed and Council may coordinate timely repair.</p> <p>1.3 The Lessee acknowledges and agrees Council may install a remote security locking or similar system to the External Public Toilets.</p> <p>2. Lighting for Playing Fields</p> <p>2.1 The Council retains full ownership of the lighting system installed within the Premises and Licence Area for the adjacent playing fields (Lighting System). The Lessee acknowledges that the Lighting System is and will remain the property of the Council throughout the duration of this Lease and thereafter.</p> <p>2.2 'Pay to Play' system (System) has been implemented in relation to the use of the Lighting System. The Lessee agrees to comply with the terms and conditions of the System as outlined below:</p> <ul style="list-style-type: none"> a) The Lighting System will only be activated upon payment by the Lessee through the System. Payment must be made in advance for the desired duration of use. b) The rates for using the Lighting System will be determined by the Council and communicated to the Lessee in writing at least 30 days prior to implementation. The Council reserves the right to adjust the rates with 30 days' written notice to the Lessee. c) Payments shall be made via the methods specified by the Council, which may include online payment portals, bank transfers, or other methods as deemed appropriate by the Council. d) Access to the System will be provided to the Lessee through a secure interface or control mechanism

	<p>designated by the Council. The Lessee is responsible for ensuring that authorised personnel are trained in the use of this interface.</p> <p>e) The Lessee shall not attempt to bypass, tamper with, or otherwise interfere with the System. Any such actions will be considered a breach of this Lease.</p> <p>2.3 The Council is responsible for the repairs, maintenance or other works (including any Structural Works or works of a capital nature) of the Lighting System. The Lessee shall promptly notify the Council of any issues or malfunctions. The Council will endeavour to address such issues within a reasonable timeframe.</p> <p>2.4 The Lessee shall indemnify and hold harmless the Council from any claims, damages, or losses arising out of the use or misuse of the Lighting System by the Lessee or its agents, and the Council shall not be liable for any interruptions in the availability of the Lighting System due to maintenance, repairs, or any other reason beyond the Council's control.</p> <p>2.5 In the event of non-payment or repeated breaches of the terms of the System, the Council reserves the right to suspend or terminate the Lessee's access to the Lighting System. Such termination will not constitute a termination of the Lease unless otherwise specified by the Council.</p>
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PARTIES

THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, King William Street, Adelaide SA 5000 (**Council**)

and

WEST ADELAIDE HELLAS SOCCER CLUB INC. of c/- PO Box 2016 Hilton Plaza SA 5033 (**Lessee**)

BACKGROUND

- A. The Council has the care, control and management of the Park Lands.
- B. The Lessee has requested a lease to occupy the Premises for the Premises Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA) and the *Adelaide Park Lands Act 2005*.
- D. The Council and Lessee wish to record the terms of their agreement in this lease.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

Building means the interior and exterior of all present and future improvements on the Premises and includes all Services and all other conveniences, services, amenities and appurtenances of in or to the Building.

Commencement Date means the commencement date described in Item 2 of the Schedule.

Contamination means the presence in, on or under land, air or water of a substance (solid, liquid or gel) or matter at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality being a presence that presents a risk of harm to human health or the Environment, or results in a non-compliance with or breach of any Environmental Law (and **contaminant**, **contaminated** and **contaminate** have a corresponding meaning).

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

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

Default Rate means 2% per annum above the Local Government Finance Authority Cash Advance Debenture Rate.

Dispute means a dispute between the Council and the Lessee in relation to this Lease.

Environment includes:

- (a) land, air and water;
- (b) any organic or inorganic matter and any living organism; and
- (c) human made or modified structures and areas.

Environmental Law means any Statutory Requirement that deals with an aspect of the Environment or health whether made before or after the Commencement Date.

GST has the meaning given to that term in the GST Legislation.

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

GST Rate means 10% or the rate of GST imposed from time to time under the GST Legislation.

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

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 2 of the Schedule.

Kadaltilla means the Kadaltilla / Adelaide Park Lands Authority established under the *Adelaide Park Lands Act 2005 (SA)*, and any other relevant body from time to time.

Lease Fee means the lease fee described in Item 4 of the Schedule.

Lease Fee Review Date means each date described in Item 4A of the Schedule.

Lease Fee Review Method means the relevant method of reviewing the Lease Fee in Item 4 A of the Schedule for any Review Date.

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

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

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

Licence means the licence granted under clause 25.

Licence Area means the area described in Item 1A of the Schedule.

Licence Area Permitted Use means the permitted use of the Licence Area described in Item 9 of the Schedule.

Licence Fee means the licence fee described in Item 5 of the Schedule.

Licence Fee Review Dates each date described in Item 5A of the Schedule.

Licence Fee Review Methods each date described in Item 5A of the Schedule.

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises and/or Building.

Park Lands means the Adelaide Park Lands as defined in the Park Lands Act.

Park Lands Act means the *Adelaide Park Lands Act (SA) 2005*.

Payment Date means the Commencement Date and the first day of each month during the Term.

Premises Permitted Use means the use described in Item 6 of the Schedule.

Premises means the premises described in Item 1 of the Schedule including all present and future improvements thereon and the Council's Equipment.

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

Renewal Term/s means the term/s (if any) of renewal or extension in Item 3 of the Schedule.

Services means all services (including gas, electricity, water, sewerage, fire control systems, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Premises or Building supplied by any authority, the Council or any other person the Council authorises.

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

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

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

Times of Use means the periods/times that the Lessee may use the Licence Area set out in Item 7 of the Schedule:

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in **Error! Reference source not found.**prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

The Lessee must unless otherwise agreed pay the Rent by equal yearly instalments in advance on each Payment Date.

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

The Lease Fee on and from each Lease Fee Review Date is calculated by increasing the Lease Fee in accordance with Council's Adopted Fees and Charges at the time of the relevant Lease Fee Review Date.

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

- 5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or relating to the Lessee's use or occupation of the Premises.
- 5.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.2 Payment of Outgoings

- 5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 5.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.3 Power and other utilities

- 5.3.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.
- 5.3.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, the Lessee must install the meter at its own cost.
- 5.3.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 2012 (SA)* and any other applicable electricity laws.
- 5.3.4 If the Lessee is arranging the electricity supply to the Premises, then it must do so by entering into an electricity contract with an all-renewable electricity retailer.

6. USE OF PREMISES

6.1 Premises Permitted Use

The Lessee may use the Premises only for the Premises Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 Park Lands

Subject to the terms of this lease, the Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and Kadaltilla with respect to the use and occupation of the Premises (being part of the Park Lands).

6.3 Offensive activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.4 Use of facilities

6.4.1 The Lessee must ensure that the Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

6.4.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

6.5 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including the *Work Health and Safety Act 2012* (SA) and the *Food Act 2001*) relating to the Lessee's use and occupation of the Premises, as well as the Premises Permitted Use.

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent.

- 6.6.2 The Lessee must not allow any activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997 (SA)* without the Council's consent.

6.7 Gaming Machines and gambling

The Lessee must not install or operate gaming machines on the Premises nor promote or allow any gambling related activities on the Premises.

6.8 Signs

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

6.9 Dangerous equipment and installations

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

- 6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

The Lessee must, at its cost, comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

6.11 Security

The Lessee must keep the Building(s) securely locked at all times when the Building(s) are not occupied and must provide a key, alarm codes and fobs and any other items required for access to the Premises to the Council.

6.12 No vehicles

The Lessee must not or allow any other person to drive, ride or park any vehicle on or over any part of the Park Lands without the consent of Council.

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

7.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

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

7.4 Insurance affected

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 7.4.1.2 increase the premium for that insurance.
- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.
- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

- 8.1.1 The Lessee must, at its cost, keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Services situated within the Premises in accordance with the Maintenance Schedule.
- 8.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise in the Maintenance Schedule or if relating to any alterations to the Premises made by the Lessee in accordance with clause 8.2.
- 8.1.3 The Council may update or amend the Maintenance Schedule at its discretion, acting reasonably, and must provide the Lessee with a copy of the updated or amended Maintenance Schedule.
- 8.1.4 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 8.1.5 If the Council so requires, the Lessee must promptly repair any damage to the Premises or Building caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

The Lessee must refurbish the Premises on or before each date specified in Item 8 of the Schedule and in accordance with the following requirements:

- 8.3.1 clean and repair all surfaces to be redecorated;
- 8.3.2 paint or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 8.3.3 comply with all Lessee responsibilities listed in the Maintenance Schedule.

8.4 Cleaning

The Lessee must:

- 8.4.1 keep the Premises clean and tidy;
- 8.4.2 keep the Premises free of weeds and keep any vegetation, lawns or garden on the Premises maintained in an attractive state;
- 8.4.3 arrange the removal of any graffiti from any surface within the Premises; and
- 8.4.4 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company.

9. ENVIRONMENT

9.1 Environmental obligations

- 9.1.1 The Lessee must not do anything that causes Contamination or is likely to cause Contamination to the Premises or the Environment in contravention of any Environmental Law.
- 9.1.2 The Lessee must perform at its cost any environmental remediation works required as a result of a breach by the Lessee of this clause.

9.2 Indemnity

Without limiting clause 19, the Lessee indemnifies the Council against any claims for any loss as a result of or contributed to by any breach of an Environmental Law by the Lessee.

9.3 Termination

This clause 9 survives termination or the expiration of this lease.

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

10.1.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to make the Premises and the Licence Area available (including by sub-leasing or casual hiring) for use during the Term by not-for-profit community groups and organisations when not in use by the Lessee.

10.1.2 The Lessee further acknowledges and agrees:

10.1.2.1 Council will direct any enquires from any not-for-profit community organisations and groups to the Lessee to manage these requests.

10.1.2.2 The Lessee must provide a contact person for managing enquiries for use of the improvements and maintain a register of the requests including details of available use (including names, dates and times).

10.1.2.3 That the fees charged for any sublease or hiring out of the Premises or Licence Area under this clause must be consistent with the Council's relevant leasing and licensing policies, and must be proportionate to the times of use granted and the Lessee's own fees and costs, and not for the purpose of making a profit.

10.1.2.4 If requested by Council the Lessee must meet with Council (but not more frequently than once a year) to review the register of the requests (including sub-leasing and hiring arrangement) and evaluate the details of available use.

10.1.2.5 If Council (acting reasonably) is of the view that the Lessee has not made the Premises or Licence Area sufficiently available as required by this clause, the Council may require

the Lessee to submit a plan to increase the level of community access.

- 10.1.2.6 It will be a breach of this Lease (after notice) if the Lessee fails to submit a plan or, after submitting the plan, fails to comply with the plan required to give effect to this condition.

10.2 Assignment

- 10.2.1 The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 10.2.2 If the Lessee requests that the Council consent to any assignment, transfer or other dealing the Lessee must comply with Council's procedural requirements for dealing with the request.

10.3 Costs

The Lessee and the Council will bear its own costs incurred (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

11. LESSEE GOVERNANCE

Annually, on each anniversary of the Commencement Date during the Term, the Lessee must provide to the Council a copy of the Lessee's annual reports (including minutes and financial reports), maintenance expenditure and reports and subletting agreements, relating to these Premises and Licence Area, if requested by the Council.

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee 7 days' notice:

- 12.2.1 to see the state of repair of the Premises;
- 12.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 12.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.2.4 to show prospective lessees through the Premises.

12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Premises or Building; and
- 12.3.2 prevent the Lessee from entering the Premises or Building.

12.4 Works and restrictions

12.4.1 The Council may:

- 12.4.1.1 install, use, maintain, repair, alter, and interrupt Services;
- 12.4.1.2 carry out works on the Park Lands or Building (including extensions, renovations and refurbishment); and
- 12.4.1.3 close (temporarily or permanently) and restrict access to any part of the Park Lands.

12.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises and Licence Area, and where practical provide reasonable notice to the Lessee of any proposed activities contemplated by clause 12.4.1.

12.5 Right to rectify

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

12.6 Park Lands Events

- 12.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Premises may not be available for use and occupation as a result of public or special events to be held in the Park Lands.
- 12.6.2 The Lessee may not make any claim against the Council arising from or in connection with any public or special events or the Premises not being available for the Lessee's use and occupation.
- 12.6.3 The Lessee will not be required to make any payments on account of instalments of the Lease Fee for the period the Premises is not

available for use by the Lessee as a consequence of any public or special event.

13. TERMINATION FOR DAMAGE OR DESTRUCTION

- 13.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- 13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - 13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.
- 13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' notice without any Claim by the Lessee against the Council.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 14.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council or a Statutory Authority that includes the Park Lands, or for any other reason, the Council or a Statutory Authority wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

15. DISPUTES RESOLUTION

15.1 Dispute

- 15.1.1 A party to a Dispute must comply with this clause before starting arbitration or court proceedings (except proceedings for interlocutory relief).

15.2 Notice of Dispute

- 15.2.1 A party raising a Dispute must give the other parties to the Dispute notice setting out details of the Dispute.

15.3 Effort to resolve

- 15.3.1 For twenty (20) Business Days after the notice in clause 15.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

15.4 Mediator

- 15.4.1 If the parties cannot resolve the Dispute under clause 15.3 within that period, they must refer the Dispute to a mediator.
- 15.4.2 If, within a further twenty (20) Business Days, the parties to the Dispute do not agree on a mediator, a party to the Dispute may ask the chairman of the Resolving Body to appoint a mediator.
- 15.4.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.
- 15.4.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

15.5 Confidentiality

- 15.5.1 Each party:
 - 15.5.1.1 must keep confidential any information or documents disclosed in the dispute resolution process; and
 - 15.5.1.2 may use that information or those documents only to try to resolve the Dispute.

15.6 Cost of dispute

- 15.6.1 Each party to a Dispute must pay its own costs of complying with this clause.

15.7 Breach of dispute clause

- 15.7.1 If a party to a Dispute breaches this clause, the other parties to the Dispute do not have to comply with this clause in relation to the Dispute.

16. RENEWAL

- 16.1 If a right of renewal or first right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.
- 16.2 If a second right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12

months before the expiry of the first Renewal Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.

16.3 The Lessee is not entitled to renew this lease if:

16.3.1 the Lessee is in breach of this lease at the time of giving that notice; or

16.3.2 the Lessee is in breach or commits a breach of this lease after giving that notice but before the commencement of the first or second Renewal Term (as applicable).

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

17.2 Handover of possession

Before this lease comes to an end, the Lessee must (if required to do so by the Council):

17.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;

17.2.2 no later than one (1) month before this lease comes to an end, provide the Council with a written summary of all alterations and additions the Lessee made to the Premises, whether those alterations and additions were authorised by the Council or not;

17.2.3 remove and reinstate any alterations or additions made to the Premises by the Lessee unless otherwise specified by the Council;

17.2.4 refurbish the Premises as required under clause 8.3; and

17.2.5 complete any repairs which the Lessee is obliged to carry out under this lease.

17.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

17.4 Holding over

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

17.4.1 either party may terminate on one month's notice given at any time; and

17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:

18.1.1.1 in an emergency; or

18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or

18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and

18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

19.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

19.2.3 a breach of this lease by the Lessee.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

20.1 If the Council is liable to pay GST in connection with a supply under this lease then:

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

20.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

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

20.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

20.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

21. RESUMPTION

The Council may terminate this lease by giving at least six (6) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or the Park Lands (or any part of the Building or the Park Lands

affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

22. MISCELLANEOUS

22.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

22.2 Waiver

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

22.3 Exercise of power

22.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.

22.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

23. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

24. COSTS

On request, the Lessee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

25. LICENCE

For the purpose of this clause:

'buildings, fixtures, fittings or structures' includes all drains, pipes, fencing, goal posts, manholes, reticulation equipment, all electrical equipment (including floodlights) and similar services (and in cases where tennis courts form the whole or part of the Licence Area will also include all court surfaces, perimeter fencing, net posts and perimeter access gates).

25.1 Grant of Licence

The Council grants to the Lessee a licence during the Term to use the Licence Area for the Licence Area Permitted Use during the Times of Use.

25.2 Term of Licence

The Licence will (while the Lessee named in this lease is the lessee in occupation of the Premises) continue (subject to this clause) until the end of the Term or the sooner surrender or determination of this lease.

25.3 Licence Fee

- 25.3.1 The Lessee must pay the Licence Fee by equal annual instalments in advance on the Commencement Date and then on 1 July during each year of the Term.
- 25.3.2 If the Commencement Date is not 1 July, then the first and last payment will be adjusted based on the number of days from the Commencement Date to 30 June next and the number of days in the relevant year.
- 25.3.3 The Licence Fee is reviewed annually in accordance with Item 5A of the Schedule by the Council as part of the review of Council's schedule of fees and charges for the Park Lands.

25.4 Licence Area Permitted Use

The Lessee must not use or permit the Licence Area to be used other than for the Licence Area Permitted Use and only during the Times of Use.

25.5 Rates and utilities

- 25.5.1 The Lessee must pay or reimburse the Council for all rates, taxes, levies or other charges (including Council rates assessed by the Council as a Statutory Authority) arising from the grant of this licence or in respect of the Licence Area.
- 25.5.2 The Lessee must pay or reimburse the Council as and when due for payment or if required by the Council then within seven (7) days of demand all costs, fees and charges for the provision of:
 - 25.5.2.1 electricity, water, gas, oil and other energy or fuels supplied to and consumed in the Licence Area; and
 - 25.5.2.2 telephone, facsimile and other communication services, waste disposal in respect of the Licence Area and all other utility services supplied to or consumed in or on in respect of the Licence Area;whether supplied by the Council or any other person.

25.6 Insurance

The Lessee must ensure that any insurance policies required to be effected and maintained by the Lessee under clause 7 of this lease extend (to the extent applicable) to cover the Licence Area, the use of the Licence Area and any buildings, fixtures, fittings or structures erected or placed on the Licence Area.

25.7 No assignment or subletting

The Lessee must not assign, transfer, sublicense or otherwise deal with the Lessee's rights under this Licence without the consent of the Council.

25.8 Improvements

25.8.1 The Lessee must not erect, fix or place any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area without the consent of the Council.

25.8.2 Any buildings, fixtures, fittings or structures erected, fixed or placed (by whatever means) upon the Licence Area will unless otherwise agreed remain until the end of the term of this licence the property of the Lessee but may not be removed from the Licence Area without the consent of the Council.

25.9 Maintenance of improvements

The Lessee must maintain and repair any buildings, fixtures, fittings or structures erected fixed or placed in, on or under the Licence Area in good and safe repair and condition as determined by Council.

25.10 Events on Park Lands within Licence Area

25.10.1 Council may (in accordance with its events management policies (as amended from time to time)) grant approval to others to hold events within the Licence Area on terms determined by the Council.

25.10.2 Subject to clause 25.10.3, the Lessee may not make any claim for any loss or interruption arising from any such approval or being required to relocate to an alternate licence area for the duration of the event.

25.10.3 Where the event to be held in the Park Lands is proposed by Council (Council Event) and that Council Event will restrict or prevent the Lessee's occupation and use of the Licence Area, the Council must:

25.10.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months' notice of any Council Event;

25.10.3.2 keep and maintain the Licence Area in good condition and repair and promptly rectify any damage to the Licence Area during the Council Event; and

25.10.3.3 repair any damage to the Licence Area to restore and make good any damage to the condition existing prior to the Council Event.

25.10.4 The Lessee will not be required to make any payments on account of instalments of Lease and Licence Fees for the period the Licence Area is not available for use by the Lessee as a consequence of any Council Event.

25.10.5 The Lessee acknowledges and agrees that this clause does not apply to impose any obligations on the Council or confer any rights upon the Lessee if any public, major or special event in or

affecting the Park Lands and the Licence Area is not a Council Event.

25.11 To obey policies and direction

The Lessee must comply with and cause to be complied with all Council policies, directions, rules and by-laws from time to time regarding the Licence Area or the Licence Area Permitted Use including Council's "Adelaide Park Lands Leasing and Licensing" policy (or any update or replacement policy (from time to time)).

25.12 Public access and membership

The Lessee must allow unrestricted public access to those playing fields and surfaces within the Licence Area at all times when the Lessee is not using them.

25.13 Relocation

The Council will have the right where in the opinion of the Council there exists a valid commercial reason so to do at any time during the duration of this Licence to relocate the Lessee to another location on the Park Lands provided that the Council will have given not less than six (6) months' notice of its intention to the Lessee.

25.14 Nature of licence

The rights granted by the licence conditions in this clause do not create or confer upon the Lessee any tenancy or any estate or interest in the Licence Area. The rights granted do not confer upon the Lessee any right of exclusive use or occupation and the Council may from time to time exercise all rights which may include the use and enjoyment of the whole or any part of the Licence Area.

25.15 No warranty

The Council makes no warranty or representation regarding the suitability of the Licence Area including any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area (whether erected fixed or placed by the Council, any previous licence holder or any other person) for the Licence Area Permitted Use or any other purpose.

25.16 Interpretation

Unless the contrary intention appears:

25.16.1 a breach of the terms of this Licence will be an event of default under this lease; and

25.16.2 all of the "Lessee's covenants" and the Council's rights in this lease are deemed to be incorporated into this Licence as if they were specifically set out in this Licence (including any terms or requirements for Council's consent) so that "Premises" in the lease terms will mean "Licence Area" (as defined in this clause) and the Lessee agrees to observe and perform all of the

"Lessee's" covenants and be subject to the Council's rights in relation to the Licence Area.

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised representative of **THE CORPORATION OF THE CITY OF ADELAIDE** under delegation pursuant to section 44 of the Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

Signed for West Adelaide Hellas Soccer Club Inc by its authorised delegates:

)
)
)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

Annexure A Lease and Licence Plan – Portion of Mary Lee Park (Park 27b)



NOTE:

Licence Area = 2.51 hectares

Lease Area = Final location and size subject to Development Approval

Annexure B Maintenance Schedule

To the extent of any ambiguity or conflict, the following list of maintenance responsibilities will take priority over any related provisions of the lease.

Maintenance means all actions necessary for retaining an asset as near as practicable to an appropriate service condition, including regular ongoing day-to-day work necessary to keep assets operating.

Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity.

Acquisition means new or upgraded assets that are purchased, constructed or contributed.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Renewal	Maintenance	Council's renewal responsibility excludes floor coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Renewal	Maintenance	
Roof (including overhangs and verandas)	Renewal	Maintenance	
External Fabric			
Cladding	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Nil Responsibility	Total Responsibility	
Signage	Nil Responsibility	Total Responsibility	
Electrical			
Ceiling Fans	Nil Responsibility	Total Responsibility	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Electrical Supply / Meter Board	Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Nil Responsibility	Total Responsibility	
Emergency Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fixed Residual Current Devices RCD's	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Hand Drying Facilities	Nil Responsibility	Total Responsibility	
Illuminated Exit Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Lighting – Internal and External	Nil Responsibility	Total Responsibility	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Indicator Panel	Renewal	Maintenance	Council to inspect and on-charge Lessee
Smoke Alarms / Detectors	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	If applicable

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Gutters and Downpipes	Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Renewal	Maintenance	
Pipes – on/within Premises	Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Nil Responsibility	Total Responsibility	If applicable
Tapware	Nil Responsibility	Total Responsibility	
Security			
Alarm System	Nil Responsibility	Total Responsibility	Lessee is responsible for alarms/call-outs
CCTV	Nil Responsibility	Total Responsibility	If applicable
Locks, Keys, Swipes and Card Readers	Nil Responsibility	Total Responsibility	Lessee to provide copies to Council
Fit Out			
Amenities (excluding Public Toilets)	Nil Responsibility	Total Responsibility	All wet areas including toilets and showers. Lessee to keep clean/free of mould and grime.
Ceilings	Renewal	Maintenance	
Curtains and Blinds	Nil Responsibility	Total Responsibility	If applicable
Fixtures and Fittings - Other	Nil Responsibility	Total Responsibility	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Nil Responsibility	Total Responsibility	Lessee to professionally clean at least annually.
Internal Doors	Nil Responsibility	Total Responsibility	
Paintwork - Internal	Nil Responsibility	Total Responsibility	Lessee to repaint every five (5) years and at end of lease.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of 4 x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.

Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

Licence Area			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Fences	Nil Responsibility	Total responsibility	Including cricket nets
Goal posts and nets	Nil Responsibility	Total responsibility	Lessee to store neatly and safely
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (within Licence Area)	Nil Responsibility	Total Responsibility	Lessee to irrigate and keep free from weeds Excludes regulated trees
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, signage, etc.
Sports Lighting	Nil responsibility	Total responsibility	Lessee to arrange annual inspection
Tree Pruning	Total responsibility	Nil responsibility	
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and Roadways – Council Asset	Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Bore	Nil Responsibility	Total responsibility	
Water Tanks	Nil Responsibility	Total Responsibility	

*** Landowner Consent required for all Renewal**



CITY OF
ADELAIDE

**PARK LANDS
LEASE AGREEMENT**

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

BLACKFRIARS PRIORY SCHOOL

(Lessee)

[Portion of Denise Norton Park / Pardipardinyilla (Park 2)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 1995 ("Act")

This Lease is exempt from the application of the Act pursuant to an exemption granted under section 77(1) of the Act by the Minister for Business Services and Consumers on 28 December 2011.

Schedule

Item 1 Premises	That portion of the Park Lands being the area marked in yellow as marked on the plan attached as Annexure A and known as Denise Norton Park / Pardipardinyilla (Park 2).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Denise Norton Park / Pardipardinyilla (Park 2).	
Item 2 Initial Term	Five (5) years commencing 1 July 2026 (Commencement Date) and expiring at midnight on 30 June 2031.	
Item 3 Renewal(s) (if applicable)	Not Applicable.	
Item 4 Lease Fee	TBC (inclusive of GST) per annum (subject to annual review*) <i>*Calculated at 209sqm x \$TBC per sqm (as at 1 July 2026)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	TBC (inclusive of GST) per annum (subject to annual review*) <i>*Calculated on 2.3 ha of open playing fields plus western oval (area tbc) and 4 x open courts and maintained by the Lessee.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	
Item 7 Times of Use	1 January – 31 December Monday to Sunday (inclusive) 7.00am to 11.00pm	
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination	

<p>Item 9 Licence Area Permitted Use</p>	<p>Community sport and associated community development (not-for-profit) activities.</p>
<p>Item 10 Special Conditions</p>	<p>1. Lighting for Playing Fields</p> <p>1.1 The Lessee acknowledges and agrees that the Council retains full ownership of the lighting system installed within the Premises and Licence Area for the adjacent western playing field only (Lighting System). The Lessee acknowledges that the Lighting System is and will remain the property of the Council throughout the duration of this Lease and thereafter.</p> <p>1.2 Without limiting clause 5 of this lease, the Lessee further acknowledges and agrees that the rates for using the Lighting System will be determined by the Council and communicated to the Lessee in writing. The Council reserves the right to adjust the rates with 30 days' written notice to the Lessee.</p> <p>1.3 The Council is responsible for the repairs, maintenance or other works (including any Structural Works or works of a capital nature) of the Lighting System. The Lessee shall promptly notify the Council of any issues or malfunctions. The Council will endeavour to address such issues within a reasonable timeframe.</p> <p>1.4 The Lessee shall indemnify and hold harmless the Council from any claims, damages, or losses arising out of the use or misuse of the Lighting System by the Lessee or its agents, and the Council shall not be liable for any interruptions in the availability of the Lighting System due to maintenance, repairs, or any other reason beyond the Council's control.</p> <p>1.5 The Council reserves the right to suspend or terminate the Lessee's access to the Lighting System. Such termination will not constitute a termination of the Lease unless otherwise specified by the Council.</p> <p>2. Waste Management</p> <p>2.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to minimise waste to landfill through the use of green organics and recycling services.</p>

PARTIES

THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, King William Street, Adelaide SA 5000 (**Council**)

and

BLACKFRIARS PRIORY SCHOOL of 17 Prospect Road, PROSPECT SA 5082 (**Lessee**)

BACKGROUND

- A. The Council has the care, control and management of the Park Lands.
- B. The Lessee has requested a lease to occupy the Premises for the Premises Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA) and the *Adelaide Park Lands Act 2005*.
- D. The Council and Lessee wish to record the terms of their agreement in this lease.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

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

Building means the interior and exterior of all present and future improvements on the Premises and includes all Services and all other conveniences, services, amenities and appurtenances of in or to the Building.

Commencement Date means the commencement date described in Item 2 of the Schedule.

Contamination means the presence in, on or under land, air or water of a substance (solid, liquid or gel) or matter at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality being a presence that presents a risk of harm to human health or the Environment, or results in a non-compliance with or breach of any Environmental Law (and **contaminant**, **contaminated** and **contaminate** have a corresponding meaning).

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

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

Default Rate means 2% per annum above the Local Government Finance Authority Cash Advance Debenture Rate.

Dispute means a dispute between the Council and the Lessee in relation to this Lease.

Environment includes:

- (a) land, air and water;
- (b) any organic or inorganic matter and any living organism; and
- (c) human made or modified structures and areas.

Environmental Law means any Statutory Requirement that deals with an aspect of the Environment or health whether made before or after the Commencement Date.

GST has the meaning given to that term in the GST Legislation.

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

GST Rate means 10% or the rate of GST imposed from time to time under the GST Legislation.

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

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 2 of the Schedule.

Kadaltilla means the Kadaltilla / Adelaide Park Lands Authority established under the *Adelaide Park Lands Act 2005* (SA), and any other relevant body from time to time.

Lease Fee means the lease fee described in Item 4 of the Schedule.

Lease Fee Review Date means each date described in Item 4A of the Schedule.

Lease Fee Review Method means the relevant method of reviewing the Lease Fee in Item 4 A of the Schedule for any Review Date.

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

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

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

Licence means the licence granted under clause 25.

Licence Area means the area described in Item 1A of the Schedule.

Licence Area Permitted Use means the permitted use of the Licence Area described in Item 9 of the Schedule.

Licence Fee means the licence fee described in Item 5 of the Schedule.

Licence Fee Review Dates each date described in Item 5A of the Schedule.

Licence Fee Review Methods each date described in Item 5A of the Schedule.

Maintenance Schedule means the Maintenance Schedule at Annexure BC.

Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises and/or Building.

Park Lands means the Adelaide Park Lands as defined in the Park Lands Act.

Park Lands Act means the *Adelaide Park Lands Act (SA) 2005*.

Payment Date means the Commencement Date and the first day of each month during the Term.

Premises Permitted Use means the use described in Item 6 of the Schedule.

Premises means the premises described in Item 1 of the Schedule including all present and future improvements thereon and the Council's Equipment.

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

Renewal Term/s means the term/s (if any) of renewal or extension in Item 3 of the Schedule.

Services means all services (including gas, electricity, water, sewerage, fire control systems, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Premises or Building supplied by any authority, the Council or any other person the Council authorises.

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

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

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

Times of Use means the periods/times that the Lessee may use the Licence Area set out in Item 7 of the Schedule:

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in **Error! Reference source not found.** prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

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

3. LEASE FEE

3.1 Payment of Lease Fee

The Lessee must unless otherwise agreed pay the Rent by equal yearly instalments in advance on each Payment Date.

3.2 Instalment

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

4. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

The Lease Fee on and from each Lease Fee Review Date is calculated by increasing the Lease Fee in accordance with Council's Adopted Fees and Charges at the time of the relevant Lease Fee Review Date.

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

- 5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or relating to the Lessee's use or occupation of the Premises.
- 5.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.2 Payment of Outgoings

- 5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 5.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.3 Power and other utilities

- 5.3.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.
- 5.3.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, the Lessee must install the meter at its own cost.
- 5.3.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 2012 (SA)* and any other applicable electricity laws.
- 5.3.4 If the Lessee is arranging the electricity supply to the Premises, then it must do so by entering into an electricity contract with an all-renewable electricity retailer.

6. USE OF PREMISES

6.1 Premises Permitted Use

The Lessee may use the Premises only for the Premises Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 Park Lands

Subject to the terms of this lease, the Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and Kadaltilla with respect to the use and occupation of the Premises (being part of the Park Lands).

6.3 Offensive activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.4 Use of facilities

6.4.1 The Lessee must ensure that the Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

6.4.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

6.5 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including the *Work Health and Safety Act 2012* (SA) and the *Food Act 2001*) relating to the Lessee's use and occupation of the Premises, as well as the Premises Permitted Use.

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent.

- 6.6.2 The Lessee must not allow any activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997 (SA)* without the Council's consent.

6.7 Gaming Machines and gambling

The Lessee must not install or operate gaming machines on the Premises nor promote or allow any gambling related activities on the Premises.

6.8 Signs

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

6.9 Dangerous equipment and installations

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

- 6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

The Lessee must, at its cost, comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

6.11 Security

The Lessee must keep the Building(s) securely locked at all times when the Building(s) are not occupied and must provide a key, alarm codes and fobs and any other items required for access to the Premises to the Council.

6.12 No vehicles

The Lessee must not or allow any other person to drive, ride or park any vehicle on or over any part of the Park Lands without the consent of Council.

6.13 No warranty

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

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

7.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

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

7.4 Insurance affected

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 7.4.1.2 increase the premium for that insurance.
- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.
- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

- 8.1.1 The Lessee must, at its cost, keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Services situated within the Premises in accordance with the Maintenance Schedule.
- 8.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise in the Maintenance Schedule or if relating to any alterations to the Premises made by the Lessee in accordance with clause 8.2.
- 8.1.3 The Council may update or amend the Maintenance Schedule at its discretion, acting reasonably, and must provide the Lessee with a copy of the updated or amended Maintenance Schedule.
- 8.1.4 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 8.1.5 If the Council so requires, the Lessee must promptly repair any damage to the Premises or Building caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

The Lessee must refurbish the Premises on or before each date specified in Item 8 of the Schedule and in accordance with the following requirements:

- 8.3.1 clean and repair all surfaces to be redecorated;
- 8.3.2 paint or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 8.3.3 comply with all Lessee responsibilities listed in the Maintenance Schedule.

8.4 Cleaning

The Lessee must:

- 8.4.1 keep the Premises clean and tidy;
- 8.4.2 keep the Premises free of weeds and keep any vegetation, lawns or garden on the Premises maintained in an attractive state;
- 8.4.3 arrange the removal of any graffiti from any surface within the Premises; and
- 8.4.4 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company.

9. ENVIRONMENT

9.1 Environmental obligations

- 9.1.1 The Lessee must not do anything that causes Contamination or is likely to cause Contamination to the Premises or the Environment in contravention of any Environmental Law.
- 9.1.2 The Lessee must perform at its cost any environmental remediation works required as a result of a breach by the Lessee of this clause.

9.2 Indemnity

Without limiting clause 19, the Lessee indemnifies the Council against any claims for any loss as a result of or contributed to by any breach of an Environmental Law by the Lessee.

9.3 Termination

This clause 9 survives termination or the expiration of this lease.

10. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

10.1.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to make the Premises and the Licence Area available (including by sub-leasing or casual hiring) for use during the Term by non-for-profit community groups and organisations when not in use by the Lessee.

10.1.2 The Lessee further acknowledges and agrees:

10.1.2.1 Council will direct any enquires from any non-for-profit community organisations and groups to the Lessee to manage these requests.

10.1.2.2 The Lessee must provide a contact person for managing enquiries for use of the improvements and maintain a register of the requests including details of available use (including names, dates and times).

10.1.2.3 That the fees charged for any sublease or hiring out of the Premises or Licence Area under this clause must be consistent with the Council's relevant leasing and licensing policies, and must be proportionate to the times of use granted and the Lessee's own fees and costs, and not for the purpose of making a profit.

10.1.2.4 If requested by Council the Lessee must meet with Council (but not more frequently than once a year) to review the register of the requests (including sub-leasing and hiring arrangement) and evaluate the details of available use.

10.1.2.5 If Council (acting reasonably) is of the view that the Lessee has not made the Premises or Licence Area sufficiently available as required by this clause, the Council may require

the Lessee to submit a plan to increase the level of community access.

- 10.1.2.6 It will be a breach of this Lease (after notice) if the Lessee fails to submit a plan or, after submitting the plan, fails to comply with the plan required to give effect to this condition.

10.2 Assignment

- 10.2.1 The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 10.2.2 If the Lessee requests that the Council consent to any assignment, transfer or other dealing the Lessee must comply with Council's procedural requirements for dealing with the request.

10.3 Costs

The Lessee and the Council will bear its own costs incurred (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

11. LESSEE GOVERNANCE

Annually, on each anniversary of the Commencement Date during the Term, the Lessee must provide to the Council a copy of the Lessee's annual reports (including minutes and financial reports), maintenance expenditure and reports and subletting agreements, relating to these Premises and Licence Area, if requested by the Council.

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 Quiet enjoyment

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

12.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee 14 days' notice:

- 12.2.1 to see the state of repair of the Premises;
- 12.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 12.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.2.4 to show prospective lessees through the Premises.

12.3 **Emergencies**

In an emergency the Council may:

- 12.3.1 close the Premises or Building; and
- 12.3.2 prevent the Lessee from entering the Premises or Building.

12.4 **Works and restrictions**

12.4.1 The Council may:

- 12.4.1.1 install, use, maintain, repair, alter, and interrupt Services;
- 12.4.1.2 carry out works on the Park Lands or Building (including extensions, renovations and refurbishment); and
- 12.4.1.3 close (temporarily or permanently) and restrict access to any part of the Park Lands.

12.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises and Licence Area, and where practical provide reasonable notice to the Lessee of any proposed activities contemplated by clause 12.4.1.

12.5 **Right to rectify**

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

12.6 **Park Lands Events**

- 12.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Premises may not be available for use and occupation as a result of public or special events to be held in the Park Lands.
- 12.6.2 The Lessee may not make any claim against the Council arising from or in connection with any public or special events or the Premises not being available for the Lessee's use and occupation.
- 12.6.3 The Lessee will not be required to make any payments on account of instalments of the Lease Fee for the period the Premises is not

available for use by the Lessee as a consequence of any public or special event.

13. TERMINATION FOR DAMAGE OR DESTRUCTION

- 13.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- 13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - 13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.
- 13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' notice without any Claim by the Lessee against the Council.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 14.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council or a Statutory Authority that includes the Park Lands, or for any other reason, the Council or a Statutory Authority wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

15. DISPUTES RESOLUTION

15.1 Dispute

- 15.1.1 A party to a Dispute must comply with this clause before starting arbitration or court proceedings (except proceedings for interlocutory relief).

15.2 Notice of Dispute

- 15.2.1 A party raising a Dispute must give the other parties to the Dispute notice setting out details of the Dispute.

15.3 Effort to resolve

- 15.3.1 For twenty (20) Business Days after the notice in clause 15.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

15.4 Mediator

- 15.4.1 If the parties cannot resolve the Dispute under clause 15.3 within that period, they must refer the Dispute to a mediator.
- 15.4.2 If, within a further twenty (20) Business Days, the parties to the Dispute do not agree on a mediator, a party to the Dispute may ask the chairman of the Resolving Body to appoint a mediator.
- 15.4.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.
- 15.4.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

15.5 Confidentiality

- 15.5.1 Each party:
 - 15.5.1.1 must keep confidential any information or documents disclosed in the dispute resolution process; and
 - 15.5.1.2 may use that information or those documents only to try to resolve the Dispute.

15.6 Cost of dispute

- 15.6.1 Each party to a Dispute must pay its own costs of complying with this clause.

15.7 Breach of dispute clause

- 15.7.1 If a party to a Dispute breaches this clause, the other parties to the Dispute do not have to comply with this clause in relation to the Dispute.

16. RENEWAL

- 16.1 If a right of renewal or first right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.
- 16.2 If a second right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the first Renewal Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.
- 16.3 The Lessee is not entitled to renew this lease if:
- 16.3.1 the Lessee is in breach of this lease at the time of giving that notice; or
 - 16.3.2 the Lessee is in breach or commits a breach of this lease after giving that notice but before the commencement of the first or second Renewal Term (as applicable).

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

17.2 Handover of possession

Before this lease comes to an end, the Lessee must (if required to do so by the Council):

- 17.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 17.2.2 no later than one (1) month before this lease comes to an end, provide the Council with a written summary of all alterations and additions the Lessee made to the Premises, whether those alterations and additions were authorised by the Council or not;
- 17.2.3 remove and reinstate any alterations or additions made to the Premises by the Lessee unless otherwise specified by the Council;
- 17.2.4 refurbish the Premises as required under clause 8.3; and

- 17.2.5 complete any repairs which the Lessee is obliged to carry out under this lease.

17.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

17.4 Holding over

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

- 17.4.1 either party may terminate on one month's notice given at any time; and
- 17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

- 18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:
 - 18.1.1.1 in an emergency; or
 - 18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- 18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

- 18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or
- 18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

- 18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and
- 18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

19.2 Indemnity

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

19.2.1 any act or omission of the Lessee;

19.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

19.2.3 a breach of this lease by the Lessee.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

20.1 If the Council is liable to pay GST in connection with a supply under this lease then:

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

20.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

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

- 20.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 20.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

21. RESUMPTION

The Council may terminate this lease by giving at least six (6) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or the Park Lands (or any part of the Building or the Park Lands affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

22. MISCELLANEOUS

22.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

22.2 Waiver

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

22.3 Exercise of power

- 22.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.
- 22.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

23. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

24. COSTS

On request, the Lessee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

25. LICENCE

For the purpose of this clause:

'buildings, fixtures, fittings or structures' includes all drains, pipes, fencing, goal posts, manholes, reticulation equipment, all electrical equipment (including floodlights) and similar services (and in cases where tennis courts form the whole or part of the Licence Area will also include all court surfaces, perimeter fencing, net posts and perimeter access gates).

25.1 Grant of Licence

The Council grants to the Lessee a licence during the Term to use the Licence Area for the Licence Area Permitted Use during the Times of Use.

25.2 Term of Licence

The Licence will (while the Lessee named in this lease is the lessee in occupation of the Premises) continue (subject to this clause) until the end of the Term or the sooner surrender or determination of this lease.

25.3 Licence Fee

- 25.3.1 The Lessee must pay the Licence Fee by equal annual instalments in advance on the Commencement Date and then on 1 July during each year of the Term.
- 25.3.2 If the Commencement Date is not 1 July, then the first and last payment will be adjusted based on the number of days from the Commencement Date to 30 June next and the number of days in the relevant year.
- 25.3.3 The Licence Fee is reviewed annually in accordance with Item 5A of the Schedule by the Council as part of the review of Council's schedule of fees and charges for the Park Lands.

25.4 Licence Area Permitted Use

The Lessee must not use or permit the Licence Area to be used other than for the Licence Area Permitted Use and only during the Times of Use.

25.5 Rates and utilities

- 25.5.1 The Lessee must pay or reimburse the Council for all rates, taxes, levies or other charges (including Council rates assessed by the Council as a Statutory Authority) arising from the grant of this licence or in respect of the Licence Area.
- 25.5.2 The Lessee must pay or reimburse the Council as and when due for payment or if required by the Council then within seven (7) days of demand all costs, fees and charges for the provision of:
 - 25.5.2.1 electricity, water, gas, oil and other energy or fuels supplied to and consumed in the Licence Area; and
 - 25.5.2.2 telephone, facsimile and other communication services, waste disposal in respect of the Licence Area and all other utility services supplied to or consumed in or on in respect of the Licence Area;

whether supplied by the Council or any other person.

25.6 Insurance

The Lessee must ensure that any insurance policies required to be effected and maintained by the Lessee under clause 7 of this lease extend (to the extent applicable) to cover the Licence Area, the use of the Licence Area and any buildings, fixtures, fittings or structures erected or placed on the Licence Area.

25.7 No assignment or subletting

The Lessee must not assign, transfer, sublicense or otherwise deal with the Lessee's rights under this Licence without the consent of the Council.

25.8 Improvements

25.8.1 The Lessee must not erect, fix or place any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area without the consent of the Council.

25.8.2 Any buildings, fixtures, fittings or structures erected, fixed or placed (by whatever means) upon the Licence Area will unless otherwise agreed remain until the end of the term of this licence the property of the Lessee but may not be removed from the Licence Area without the consent of the Council.

25.9 Maintenance of improvements

The Lessee must maintain and repair any buildings, fixtures, fittings or structures erected fixed or placed in, on or under the Licence Area in good and safe repair and condition as determined by Council.

25.10 Events on Park Lands within Licence Area

25.10.1 Council may (in accordance with its events management policies (as amended from time to time)) grant approval to others to hold events within the Licence Area on terms determined by the Council.

25.10.2 Subject to clause 25.10.3, the Lessee may not make any claim for any loss or interruption arising from any such approval or being required to relocate to an alternate licence area for the duration of the event.

25.10.3 Where the event to be held in the Park Lands is proposed by Council (Council Event) and that Council Event will restrict or

prevent the Lessee's occupation and use of the Licence Area, the Council must:

25.10.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months' notice of any Council Event;

25.10.3.2 keep and maintain the Licence Area in good condition and repair and promptly rectify any damage to the Licence Area during the Council Event; and

25.10.3.3 repair any damage to the Licence Area to restore and make good any damage to the condition existing prior to the Council Event.

25.10.4 The Lessee will not be required to make any payments on account of instalments of Lease and Licence Fees for the period the Licence Area is not available for use by the Lessee as a consequence of any Council Event.

25.10.5 The Lessee acknowledges and agrees that this clause does not apply to impose any obligations on the Council or confer any rights upon the Lessee if any public, major or special event in or affecting the Park Lands and the Licence Area is not a Council Event.

25.11 To obey policies and direction

The Lessee must comply with and cause to be complied with all Council policies, directions, rules and by-laws from time to time regarding the Licence Area or the Licence Area Permitted Use including Council's "Adelaide Park Lands Leasing and Licensing" policy (or any update or replacement policy (from time to time)).

25.12 Public access and membership

The Lessee must allow unrestricted public access to those playing fields and surfaces within the Licence Area at all times when the Lessee is not using them.

25.13 Relocation

The Council will have the right where in the opinion of the Council there exists a valid commercial reason so to do at any time during the duration of this Licence to relocate the Lessee to another location on the Park Lands provided that the Council will have given not less than six (6) months' notice of its intention to the Lessee.

25.14 Nature of licence

The rights granted by the licence conditions in this clause do not create in or confer upon the Lessee any tenancy or any estate or interest in the Licence Area. The rights granted do not confer upon the Lessee any right of exclusive use or occupation and the Council may from time to time exercise all rights

which may include the use and enjoyment of the whole or any part of the Licence Area.

25.15 No warranty

The Council makes no warranty or representation regarding the suitability of the Licence Area including any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area (whether erected fixed or placed by the Council, any previous licence holder or any other person) for the Licence Area Permitted Use or any other purpose.

25.16 Interpretation

Unless the contrary intention appears:

25.16.1 a breach of the terms of this Licence will be an event of default under this lease; and

25.16.2 all of the "Lessee's covenants" and the Council's rights in this lease are deemed to be incorporated into this Licence as if they were specifically set out in this Licence (including any terms or requirements for Council's consent) so that "Premises" in the lease terms will mean "Licence Area" (as defined in this clause) and the Lessee agrees to observe and perform all of the "Lessee's" covenants and be subject to the Council's rights in relation to the Licence Area.

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised
representative of **THE CORPORATION**
OF THE CITY OF ADELAIDE under
delegation pursuant to section 44 of the
Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

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

.....
Name of Witness (print)

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

Signed for Blackfriars Priory School)
by its authorised delegates:)
)

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Name

.....
Name

Annexure A Lease and Licence Plan - Denise Norton Park / Pardipardinyilla (Park 2)



NOTE - Licence Area = 2.3ha + western oval (tbc) and 4 x courts

Annexure B Maintenance Schedule

To the extent of any ambiguity or conflict, the following list of maintenance responsibilities will take priority over any related provisions of the lease.

Maintenance means all actions necessary for retaining an asset as near as practicable to an appropriate service condition, including regular ongoing day-to-day work necessary to keep assets operating.

Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity.

Acquisition means new or upgraded assets that are purchased, constructed or contributed.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Renewal	Maintenance	Council's responsibility excludes floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Renewal	Maintenance	
Roof (including overhangs and verandas)	Renewal	Maintenance	
External Fabric			
Cladding	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Nil Responsibility	Total Responsibility	
Signage	Nil Responsibility	Total Responsibility	
Electrical			
Ceiling Fans	Nil Responsibility	Total Responsibility	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Electrical Supply / Meter Board	Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Nil Responsibility	Total Responsibility	
Emergency Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fixed Residual Current Devices RCD's	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Hand Drying Facilities	Nil Responsibility	Total Responsibility	
Illuminated Exit Light(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Lighting – Internal and External	Nil Responsibility	Total Responsibility	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
Fire Indicator Panel	Renewal	Maintenance	Council to inspect and on-charge Lessee
Smoke Alarms / Detectors	Nil Responsibility	Total Responsibility	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	If applicable

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Gutters and Downpipes	Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Renewal	Maintenance	
Pipes – on/within Premises	Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Nil Responsibility	Total Responsibility	If applicable
Tapware	Nil Responsibility	Total Responsibility	
Security			
Alarm System	Nil Responsibility	Total Responsibility	Lessee responsible for alarms/call-outs
CCTV	Nil Responsibility	Total Responsibility	If applicable
Locks, Keys, Swipes and Card Readers	Nil Responsibility	Total Responsibility	Lessee to provide copies to Council
Fit Out			
Amenities (excluding Public Toilets)	Nil Responsibility	Total Responsibility	All wet areas including toilets and showers. Lessee to keep clean/free of mould and grime.
Ceilings	Renewal	Maintenance	
Curtains and Blinds	Nil Responsibility	Total Responsibility	If applicable
Fixtures and Fittings - Other	Nil Responsibility	Total Responsibility	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Nil Responsibility	Total Responsibility	Lessee to professionally clean at least annually.
Internal Doors	Nil Responsibility	Total Responsibility	
Paintwork - Internal	Nil Responsibility	Total Responsibility	Lessee to repaint every five (5) years and at end of lease.

Premises			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Walls – Internal	Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Nil Responsibility	Total Responsibility	
Exhaust/Extraction Fan(s)	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Fixed Seating - Outdoor	Renewal	Maintenance	
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Nil Responsibility	Total Responsibility	Lessee to clean at least annually
Loose Furniture - Interior	Nil Responsibility	Total Responsibility	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of two x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

Licence Area			
Description	Council Responsibility	Lessee Responsibility*	Additional Information
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Water Bore	Nil Responsibility	Total responsibility	
Landscape Areas (within Licence Area)	Nil Responsibility	Total Responsibility	Lessee to irrigate and keep free from weeds Excludes regulated trees
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Nil Responsibility	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and Roadways – Council Asset	Renewal	Maintenance	Lessee to keep clean and unobstructed
Flood lights – eastern ovals	Nil Responsibility	Total Responsibility	
Flood lights – western oval	Total responsibility	Nil responsibility	
Courts	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed

*** Landowner Consent required for all Renewal**

Recommendation of the Special City
Finance and Governance Committee –
2 December 2025

Strategic Alignment – Our Corporation

Public

Program Contact:

Rebecca Hayes, Associate
Director Governance and
Strategy

Approving Officer:

Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The City Finance and Governance Committee considered the following Item at its Special meeting held on 2 December 2025 and resolved to present to Council the following recommendation for Council determination:

- Item 6.1 – Council Member Training and Development Plan

RECOMMENDATION

1. **Recommendation 1 – Item 6.1 - Council Member Training and Development Plan**

THAT COUNCIL:

1. Adopts the Council Member Training Plan as contained in Attachment A to Item 6.1 on the Agenda for the Special meeting of the City Finance and Governance Committee held on 2 December 2025.
2. Adopts the updated Council Member Training and Development Policy as contained in Attachment B to Item 6.1 on the Agenda for the Special meeting of the City Finance and Governance Committee held on 2 December 2025.

DISCUSSION

1. The City Finance and Governance Committee met at a Special meeting of the Committee on Tuesday 2 December 2025. The Agenda with public reports for the meeting can be viewed [here](#).
2. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first, with the original recommendation provided in grey and italics.
3. The following matter was the subject of deliberation:
 - 3.1. Item 6.1 – Council Member Training and Development Plan
THAT THE CITY FINANCE AND GOVERNANCE COMMITTEE RECOMMENDS TO COUNCIL
THAT COUNCIL:
 1. Adopts the Council Member Training Plan as contained in Attachment A to Item 6.1 on the Agenda for the Special meeting of the City Finance and Governance Committee held on 2 December 2025.
 2. Adopts the updated Council Member Training and Development Policy as contained in Attachment B to Item 6.1 on the Agenda for the Special meeting of the City Finance and Governance Committee held on 2 December 2025.

For ease, Attachments A & B relating to Recommendation 1, Item 6.1, have been included at the end of this recommendation report.
4. The Committee also received a workshop on Building the 2026/27 BP&B - Process, Priorities, Objectives and Involvement.

DATA AND SUPPORTING INFORMATION

Link 1 – City Finance and Governance Committee Agenda

ATTACHMENTS

- END OF REPORT -

2025/26 Council Member Training Plan

Timeframe	Subject	Details	Costing
February 2026	Understanding Sustainable Debt <i>A tailored session providing Council Members with an in-depth understanding regarding the responsible use of debt by the South Australian Local Government sector. To be held in conjunction with the 2026/27 Business Plan and Budget development Process.</i>	Delivery method: Inhouse Proposed provider: Local Government Finance Authority Commitment: 1- 2 hour session	\$ TBC
February 2026	Council Meetings and Procedures, and Legal Refresher <i>Combined refresher training assisting Council Members understand:</i> <i>Council Meetings and Procedures as defined under the Local Government Act 1999 (SA), the Local Government (Procedures at Meetings) Regulations 2013 (SA), and Council's Code of Practice for Meeting Procedures;</i> <i>Legal obligations under the Local Government Act 1999 (SA) and other relevant legislation.</i> <i>Includes conflicts of interest, confidentiality, registers and returns, legal protections and oversight and behavioural standards.</i>	Delivery method: Inhouse Provider: LGA SA Nominated Provider Commitment: 2 – 3 hour session	\$ 2,500 (approx.)
April 2026	Caretaker Period Briefing <i>A session to equip Council Members with information regarding their role and responsibilities during the designated Caretaker period and prior to the adoption of the Caretaker Policy.</i>	Delivery method: Inhouse Provider: LGA SA Nominated Provider Commitment: 3 hr session	\$ 3,300 (approx.)

COUNCIL MEMBER TRAINING AND DEVELOPMENT POLICY

*26 November 2024**Legislative*

STATEMENT

The City of Adelaide is committed to providing training and development activities for its Council Members, including the mandatory training requirements under the Local Government Association (LGA) Training Standards (the Standards), and recognises its responsibility to develop and adopt a policy for this purpose under section 80A of the *Local Government Act 1999* (SA) (*Local Government Act*).

Following the amendments to the *Local Government Act* and the *Local Government (General) Regulations 2013* in November 2022, this policy incorporates the new requirements for Council Members to undertake mandatory training within the first year of election to office and at mid-term, which complies with the LGA Training Standards as defined in regulation 8AA of the *Local Government (General) Regulations 2013*.

POLICY OBJECTIVE

To ensure Council Members are offered opportunities to undertake the required training in accordance with the LGA Training Standards and any other appropriate training and development activities relevant to their roles and functions.

TRAINING AND DEVELOPMENT PLAN

Council Members and Administration will develop and adopt a Training & Development Plan to ensure that activities available to all Council Members comply with the Regulations and contribute to the personal development of the individual and the achievement of the strategic and good governance objectives of Council.

Particular emphasis will be given in the Training & Development Plan to the participation of all Council Members in the development of a new team following a general election as well as the orientation of first-time Council Members.

In preparing its Training & Development Plan the Council Members and Administration will utilise a range of strategies to identify the needs of Council, and match these needs against its strategic and good governance objectives. In particular, the Administration, in consultation with Council Members who have been re-elected for another term on Council, will undertake a 'gap analysis' to identify the appropriate modules within the LGA Training Standards that should form the basis of the required training for returning Council Members.

PART ONE

All Council Members are required to undertake mandatory training as detailed in the LGA Training Standards for Council Members.

The training provides a community leadership competency framework, with the aim of building and developing the capabilities and performance of Council Members. There are multiple modules within the four leadership competencies that are required to be completed and are set out below:

1. Behaviour

To identify attributes and develop skills that uphold the Behavioural Standards and principles of good governance.

In addition, the Lord Mayor shall undertake further training in relation to Effective Leadership as defined in the mandatory training requirements, in alignment with the Principle Member Leadership Competency Framework.

2. Civic

To develop knowledge of the Australian system of government and how Councils fulfil the objectives of the *Local Government Act* to deliver reputable community outcomes.

In addition, the Lord Mayor shall undertake further training in relation to public speaking and media skills. Presiding Members of Council and Committees must also undertake training on Meeting Procedures for technical knowledge and Effective Meeting (Chairing) Skills, in alignment with the Principle Member Leadership Competency Framework.

3. Legal

To develop the knowledge and skills required to meet the legal responsibilities of a Council Member.

4. Strategy and Finance

To develop the knowledge of integrated strategic and annual business planning and the skills to manage public funds appropriately.

In addition to the above, the Standards put further focus on the development and inclusion of a formal orientation and induction program. The Chief Executive Officer (CEO) will arrange a program that complements the completion of the mandatory training and will aim to provide support and resources to effectively perform in the role.

Council Leadership Workshop

The CEO will arrange for the inclusion of a workshop/s focusing on ensuring leadership effectiveness in working to deliver Council's strategic purpose.

Mandatory Mid-term Refresher Training

This includes, but will not be limited to, effective working relationships, legal and financial responsibilities and effective council meetings and procedures.

Lord Mayor Leadership

This training is specific to all Mayors and includes key responsibilities as leader of the Council, and skills to guide the promotion of positive and constructive working relationships of the Council as a whole.

Further Information

Training outlined within the Standards must be completed by all Members within the first 12 months of their four-year term.

Council Members will have access to Council Member specific training that is offered by the Local Government Association (LGA). This training is a suite of professional and personal development training opportunities for Council Members which is contextualised to the local government sector of South Australia. All courses aim to provide Council Members with the skills and knowledge to better understand their role and the responsibilities, to effectively perform their duties confidently and to do this to the best of their ability.

The Council Governance Team will circulate the LGA's Council Member course offerings on an annual basis or as new training is offered. This training does not require Council approval.

PART TWO**Requests for Council Member Training**

This training aims to provide Council Members with the skills and knowledge of technology and general Council information they will require to navigate their interaction with the Council, the Administration and the general community.

Examples of such activities include but are not limited to:

- Training in the Microsoft suite of applications and training in how to use this technology, at either a basic, intermediate or advanced level;
- Seminars and informal (briefing) sessions conducted by Administration with appropriate guest speakers and trainers;
- Purchase of training booklets and discussion papers that could be distributed to Council Members for information;
- On-line training delivery; and
- Circulation of information.

This training may be provided by Council staff or a Council training provider. The Chief Executive Officer may approve requests for this training if it is under \$5,000. Any requests over \$5,000 will require Council approval. All requests are subject to budgetary considerations.

PART THREE

Requests for Council Member Professional Development

The Standards promote ongoing personal and professional development to ensure that Council Members remain effective and reputable in the discharge of their duties.

Council Members are able to request approval to undertake professional development opportunities to enhance the skills and knowledge required to perform their official functions and duties and interactions with the Community. The Chief Executive Officer may approve requests for this training if it is under \$5,000. Any request within this category over \$5,000 will require specific approval by Council. All requests are subject to budgetary considerations.

When submitting the request the Council Member will be required to provide:

- How the request aligns to the performance and discharge of their official functions and duties; and
- How the request contributes to the good governance and the strategic objectives of Council.

Requests will not be considered if the requests are received after the last full financial year of the Council Member's term on Council.

Professional development opportunities will be discussed between the Lord Mayor and Council Members before a formal request is submitted. The Lord Mayor will take an active role in the continued professional development of Council Members to assist Council Members with the skills and knowledge required to serve the Community.

If support under this section is approved, the Council Member is required to provide a report to Council at the completion of the course detailing how they have applied the skills gained. If a Member does not provide a report or fails to complete the course, costs are to be refunded to Council.

PART FOUR

Requests for Attendance at Interstate Conferences

Council approval is required prior to any travel being undertaken by a Council Member. Relevant and comparable training and development opportunities within metropolitan Adelaide should be explored prior to considering intra- or interstate options.

If there are no comparable opportunities within metropolitan Adelaide and a Council Member requests the attendance at an intra- or interstate conference or seminar, the Council Member will be required to provide the benefits to Council, including alignment to the discharge of their duties.

The Associate Director Governance & Strategy will ensure that this information will be provided to Council for consideration.

Travel for the Lord Mayor (Specific)

As per the Council Members Allowances and Benefits Policy and in recognition of the strategic importance of the Lord Mayor position as the primary representative of the City of Adelaide, the Lord Mayor may attend interstate conferences, seminars, meetings or other engagements without the need for separate Council approval, with Council meeting reasonable costs of travel, accommodation and subsistence. All travel arrangements for the Lord Mayor will be managed by the Office of the Lord Mayor.

Any international travel proposed by the Lord Mayor must be approved by Council prior to any such travel being booked, including an appropriate budget for travel, accommodation and subsistence.

Travel for Council Members

Where travel is required, accommodation, flights and rental cars (where applicable) are to be arranged through the Council Liaison Officer and will be booked appropriately to ensure the best value to Council.

Where accommodation is required as part of the attendance of the activity, accommodation will only be booked for the nights of the training and development activity. For example, if a conference commences on a Thursday evening and concludes on a Sunday afternoon, accommodation will include the nights of Thursday, Friday and Saturday only. The only exception where Sunday night accommodation is considered will be in the case of return flights being unavailable. It would also be deemed appropriate to extend an accommodation booking to include the night before the commencement of a conference, in the circumstance where the earliest flight would not guarantee the Council Member arriving at the conference on time.

Any additional nights outside this timeframe are to be arranged by the Council Member and will be at their own expense.

If the Council Member requests a return flight on a date after the conclusion of the activity and that flight is more expensive, the additional costs will be at the expense of the Council Member.

Council Members may not accrue airline reward and or/loyalty points while travelling on Official Business of the City of Adelaide.

A Council Member is able to personally arrange and pay for access to lounge facilities and or/flight upgrades.

The reimbursement of reasonable expenses for training and development purposes will be made in accordance with the requirements of the Council Member Allowances & Benefits Policy. Itemised tax receipts for all expenses incurred by the Council Member must be provided, and no reimbursement will be made without the appropriate tax receipts.

Costs for mini bar use or in-house movies will not be paid for by Council.

Council Members may take a travelling companion and they will be able to share the accommodation with the Council Member if there is no additional cost to Council. If there is an additional cost this will be at the expense of the Council Member and will be invoiced by Council to the Council Member. All other travel arrangements and expenses for the travelling companion will not be made or funded by Council.

If a Council Member wishes to attend an interstate conference and their attendance is restricted due to their child/dependent care commitments e.g., breastfeeding an infant, a report will be provided to Council outlining the specific circumstances, the support required, and any additional costs attributed to the extra support.

Following attendance at any conference, individual Council Members are to prepare a report to be presented to Council detailing the nature of the conference, the benefits to Council and the learnings gained by the individual member through such attendance.

When making a decision on a training program, a professional development opportunity or the attendance at an interstate conference, Council will take into consideration the number of attendances an individual member has had in that year.

PART FIVE

Training & Development Plan

This Training & Development Plan will operate throughout the Council term and will be reviewed annually to ensure that the training and development opportunities for Council Members remain relevant and optimal for Council Members to perform their duties.

As part of the annual review of the Training Plan, Council Members and Administration will work together to establish the training and development needs of Council Members and how the plan for delivery will be undertaken. Options of this annual review may include but will not be limited to:

- Annual assessment of council and/or committee performance
- Surveys/questionnaires
- Workshops
- Other information-seeking activities as required

Acknowledging the requirement to undertake Mandatory Mid-Term Refresher training as set out by the LGA Standards, Council Members are permitted to undertake a refresher of any of the mandatory training modules at any time which they feel will benefit their role as a Council Member, subject to budgetary considerations. The need to attend a refresher course could be identified by self-assessment, gap analysis or through another mechanism.

Other training opportunities may emerge that are directly related to specific service areas and other community issues and address environmental, social and economic challenges facing the community.

It is recognised that a range of delivery methods will be required to support the training needs of Council Members, including:

- In-house workshops, seminars and briefing sessions conducted by the Administration with appropriate staff, trainers and guest speakers;
- Attendance at workshops, seminars and conferences offered by training providers and industry bodies including the Local Government Association of SA, Local Government Managers Australia, other industry bodies and/or private providers offering courses for Members to gain new skills and knowledge and to network with other Council Members;
- Printed material, including training booklets and discussion papers, that may be distributed for information; and
- On-line self-paced learning.

Council's Training & Development Plan will include the agreed delivery method to respond to the needs of Council Members identified during the development of the training plan.

The Training and Development Plan does not specifically address invitations that Council Members may receive, accept and attend such as Business SA Lunches, and State Government events. Any invitations received of this nature will be managed in accordance with the Council Member Allowances and Benefits Policy.

ANNUAL BUDGET ALLOCATION

A budget allocation will be provided as determined by Council through the Business Plan and Budget process, to support the training and development activities undertaken by Council, and progress against expenditure of the budget allocation will be reported on a quarterly and annual basis.

All training undertaken by Council Members will be recorded in the Council Allowances and Benefits Register and Council Member Training Register which will be updated as required to reflect attendances.

TRAINING AND DEVELOPMENT ACTIVITIES

The Training & Development Plan will determine the nature of training to be made available, however access to training programs not directly conducted by the Administration, or where no budget allocation has been identified and approved under the plan for other specified local government related activities, will require Council approval upon application and must link to the training plan unless otherwise agreed by the Council.

Application forms are available from the CEO (or nominee).

Following attendance at a training program or activity, individual Council Members are required to prepare a report outlining the nature of the training program/activity and the benefits gained through attendance along with feedback on ideas to enhance the program/activity.

The CEO will keep a record of all training attended, with a particular focus on training that fulfills the mandatory training requirements. Failure to complete the mandatory training requirements in the relevant time frame amounts to a breach of the Council Members' Code of Conduct.

The mandatory training requirements have been divided into four community leadership competencies, as follows:

Behaviour: To identify attributes and develop skills that uphold the Behavioural Standards and principles of good governance.

Civic: To develop knowledge of the Australian system of government and how Councils fulfil the objectives of the *Local Government Act* to deliver reputable community outcomes.

Legal: To develop the knowledge and skills required to meet the legal responsibilities of a Council Member.

Strategy & Finance: To develop the knowledge of integrated strategic and annual business planning and the skill to manage public funds appropriately.

PAYMENT/ REIMBURSEMENTS

The reimbursement of expenses for training purposes must be approved by the Administration, consistent with the Training & Development Plan or through a separate resolution endorsing attendance at the training program/activity.

Where approval has been granted by Council for attendance at a training program/activity a Council Member may seek reimbursement of expenses in accordance with the relevant provisions of the Act and Regulations.

ANNUAL REPORTING

Council's annual report will include a segment regarding the operation of this Policy, the nature of matters raised in the Training & Development Plan, attendances by Members and expenditure allocated and used for training of Council Members.

OTHER USEFUL DOCUMENTS**Related documents**

Council Members Allowances and Benefits Policy

Relevant legislation

Local Government Act 1999 (SA)

Local Government (General) Regulations 2013

ADMINISTRATIVE

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every **12 months** unless legislative or operational change occurs beforehand. The next review is required in **November 2026**.

Review history:

Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2023/154918	Council	29/09/2023	Original Document

Contact:

For further information contact the Governance Program.

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Recommendation of the Special
Infrastructure and Public Works
Committee – 2 December 2025

Strategic Alignment – Our Corporation

Public

Tuesday, 9 December 2025
Council

Program Contact:
Rebecca Hayes, Associate
Director Governance and
Strategy

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The Infrastructure and Public Works Committee considered the following Items at its Special meeting held on 2 December 2025 and resolved to present to Council the following recommendations for Council determination:

- Item 6.1 – Melbourne Street Revitalisation Concept Endorsement

RECOMMENDATION

1. Recommendation 1 – Item 6.1 - Melbourne Street Revitalisation Concept Endorsement

THAT COUNCIL

- Approves the concept plans for Melbourne Street Revitalisation Project as contained in Attachment A to Item 6.1 on the Agenda for the Special meeting of the Infrastructure and Public Works Committee held on 2 December 2025.
- Notes the construction of Stage 1 works (Melbourne Street wombat crossings), were brought forward due to strong community support and timing of the external grant funding, which is anticipated to be completed by 30 June 2026.
- Notes the community will be engaged to provide views on the proposed concept for Stage 2 capital works of Melbourne Street Revitalisation Project, and their feedback will be reviewed to be incorporated in the subsequent design and construction phase.
- Requests a summary of the community engagement be presented to a workshop of the Infrastructure Public Works Committee by June 2026, prior to feedback being incorporated into the subsequent design phase.

DISCUSSION

1. The Infrastructure and Public Works Committee met on Tuesday 2 December 2025. The Agenda with reports for the meeting can be viewed [here](#).
2. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first, with the original recommendation provided in grey and italics.
3. The following matters were the subject of deliberation

- 3.1. Item 6.1 – Melbourne Street Revitalisation Concept Endorsement

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE:

THAT COUNCIL:

1. Approves the concept plans for Melbourne Street Revitalisation Project as contained in Attachment A to Item 6.1 on the Agenda for the Special meeting of the Infrastructure and Public Works Committee held on 2 December 2025.
2. Notes the construction of Stage 1 works (Melbourne Street wombat crossings), were brought forward due to strong community support and timing of the external grant funding, which is anticipated to be completed by 30 June 2026.
3. Notes the community will be engaged to provide views on the proposed concept for Stage 2 capital works of Melbourne Street Revitalisation Project, and their feedback will be reviewed to be incorporated in the subsequent design and construction phase.
4. Requests a summary of the community engagement be presented to a workshop of the Infrastructure Public Works Committee by June 2026, prior to feedback being incorporated into the subsequent design phase.

For ease, Attachment A relating to Recommendation 1, Item 7.1, has been included at the end of this recommendation report.

Original Recommendation as Printed in the IPW Committee Agenda

THAT THE INFRASTRUCTURE AND PUBLIC WORKS COMMITTEE:

THAT COUNCIL:

1. *Approves the concept plans for Melbourne Street Revitalisation Project as contained in Attachment A to Item 6.1 on the Agenda for the Special meeting of the Infrastructure and Public Works Committee held on 2 December 2025.*
2. *Notes the construction of Stage 1 works (Melbourne Street wombat crossings), were brought forward due to strong community support and timing of the external grant funding, which is anticipated to be completed by 30 June 2026.*
3. *Notes the community will be engaged to provide views on the proposed concept for Stage 2 capital works of Melbourne Street Revitalisation Project, and their feedback will be reviewed to be incorporated in the subsequent design and construction phase.*
4. *Notes that a project update, including an engagement summary will be provided to Council once 70% detailed design and construction staging plan are completed.*

- 3.2 Item 6.2 – Kingston Terrace Bus Stop Upgrade was adjourned until the next meeting of the Infrastructure and Public Works Committee.

4. The Committee also received a workshop on Hutt Street Revitalisation – Revised Option B and E.

DATA AND SUPPORTING INFORMATION

Link 1 – Infrastructure and Public Works Committee Public Agenda

ATTACHMENTS

- END OF REPORT -

Melbourne Street

Concept Package

REVISED
DECEMBER 2025



City of Adelaide

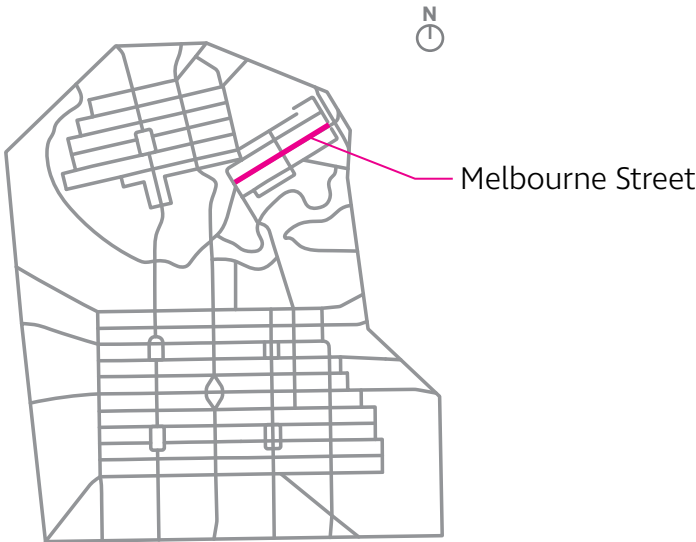


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City of Adelaide tampinhi, ngadlu Kurna yartangka panpapanpalyarninhi (inparrinhi). Kurna miyurna yaitya mathanya Wama Tarntanyaku. Parnaku yailtya, parnaku tapa purruna, parnaku yarta ngadlu tampinhi. Yalaka Kurna miyurna itu yailtya, tapa purruna, yarta kuma puru martinhi, puru warri-apinhi, puru tangka martulayinhi.

City of Adelaide acknowledges the traditional country of the Kurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kurna people living today.



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Part one

What Makes a Great Main Street

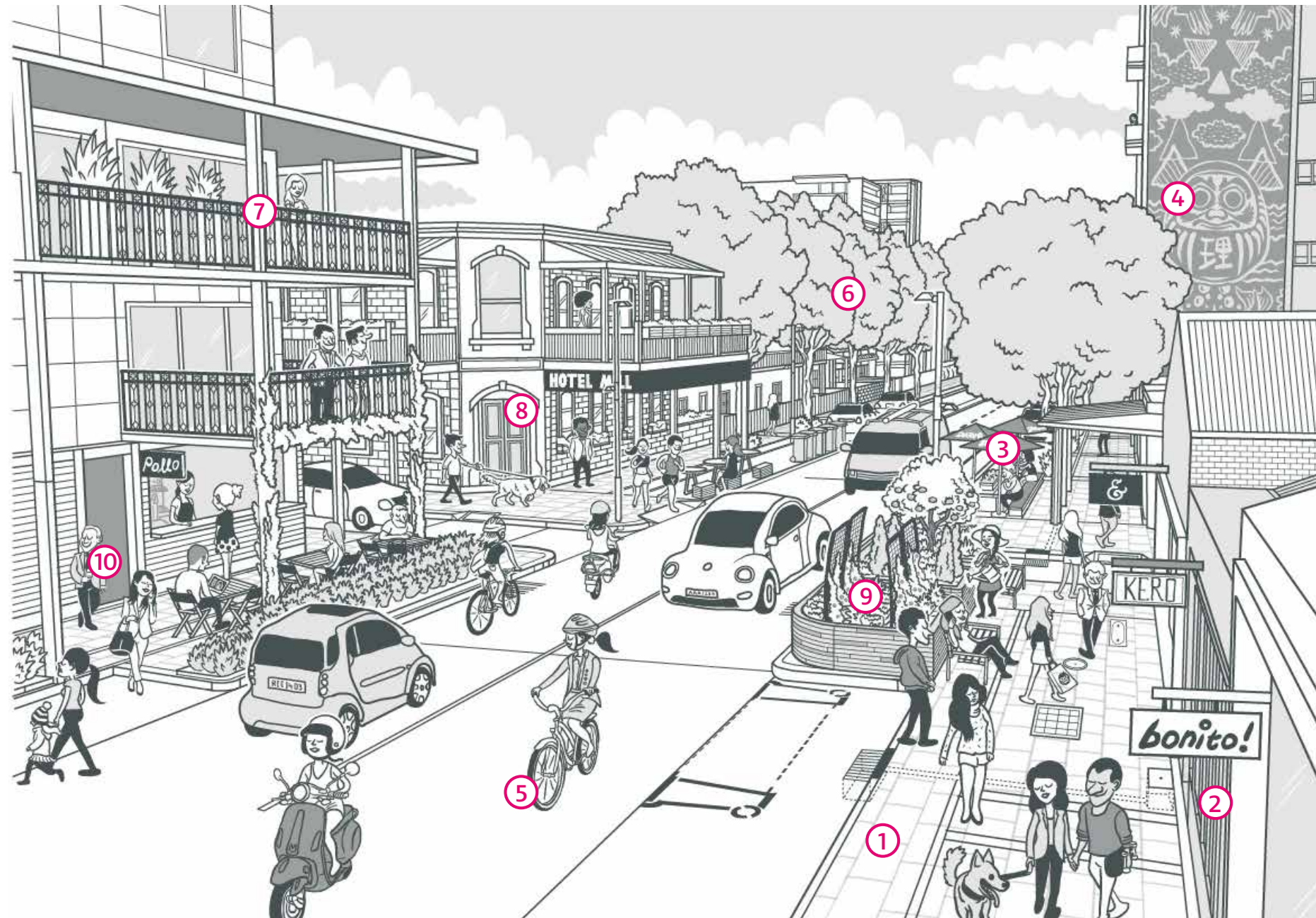
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What Makes a Great Main Street?

An integration of design and place-led approaches will lead to a successful, thriving, beautiful, and connected main street.

Here are some of the key ingredients that go toward making a great main street:



1. High quality public realm and amenities

2. A diverse and competitive commercial mix with active frontages and attractive shopfronts

3. Public spaces / gathering spaces that encourage active and passive activity

4. Authentic marketable and identifiable destination branding on-street and online

5. Accessible and safe for all users, including pedestrians, cyclists and vehicles

6. Green, connected canopies, shaded and pleasant

7. People living close by, servicing and supported by the local population, with a human scale density and a "heart"

8. Celebration of the unique local and heritage character

9. Tailored events and activations that act as an anchor for visitation by locals and external visitors

10. Connected stakeholders working collaboratively towards a common vision

Executive Summary

Melbourne Street

Melbourne Street is the focal point for lower North Adelaide with the Adelaide Park Lands as its bookends. Characterised by an eclectic offering of quirky cafés and dining along its eastern length and the provision of medical services west of Jerningham Street, it is valued for its high street atmosphere and heritage charm, while also serving as a busy road link from the north-eastern suburbs into the city core.

Melbourne Street has good bones but has lost some of its former gloss and confident personality through an aging and disconnected streetscape. Lifting the appearance of the public realm and functionality for all users will elevate its appeal and raise its profile towards recovering the popular artisan and attractive destination it once was. The concept design explores ways to attract people back to the street. One necessary move is to address the impact of large traffic volumes at peak times and noisy buses which affect overall amenity and make crossing the street overwhelming as well as unsafe. Within the street's constraints, the concept seeks to optimise precinct parking to maintain a practical level of on-street spaces that support customer access and business needs. At the same time, it introduces wider footpaths, shorter crossing distances, and more frequent prioritised pedestrian crossings at key locations. In conjunction with a reduced speed limit, noise will be reduced, access increased, and the street will feel more comfortable.

Around the village centre near Jerningham Street, the street has a lively atmosphere, supported by pedestrian-scale character buildings, verandahs, and greenery that create a welcoming feel. Further west, however, the character shifts as building setbacks increase, frontages become less active, and high fences with limited pedestrian access reduce the vibrancy of the street. The streetscape becomes hotter and less comfortable beyond the village centre towards both ends of the street with fewer shade trees and sparse greening, detracting from the village charm. By adding greening; rationalising the street furniture and creating dedicated activity zones, the demands on the pedestrian realm will be less competitive and produce calmer and safer environment for comfortable and easy access.

Establishing wider footpaths and safe crossing points with flexible parking within the village heart, balances and refocusses the importance of forming connections while activating the street breathing life into the existing retail, commercial and hospitality businesses.

The Melbourne Street concept design provides solutions for community desires by providing the following benefits:

- Safer intersections with shorter and more frequent crossing points
- The rejuvenation of an activated, vibrant village atmosphere and experience with Public Art
- Upgraded footpaths with linkages to active transport networks and public transport amenities
- Additional greening and opportunities for integrated stormwater initiatives
- New improved street lighting for the precinct.

“The street doesn't reflect its million dollar suburb like it once did.”

- Focus Group Participant



View looking south-west toward Jerningham Street, safer intersection with shorter pedestrian crossings



Stage 1 - West Wombat Crossing: View looking north-east along Melbourne Street of proposed raised wombat

Vision

Melbourne Street is an appealing destination of choice for locals and visitors. Known for its polish, Melbourne Street offers a range of artisan experiences and celebrates its dining culture to its east, while providing specialist services to its west.



Guiding Principles

Melbourne Street

Community engagement was undertaken between 7 March and 4 April 2022 to seek feedback on the draft Vision and Design Principles, to better understand community priorities for Melbourne Street (refer to Part 3 Community Engagement for more detail, page 16-20). These Design Principles set the foundation for, and guide the concept design presented in this document.

These Design Principles are listed in order of priority:



Unique brand and identity
Create a streetscape that is cohesive, polished, bespoke and celebrates the existing historic village charm. Enhance the public ‘heart’ as the epicentre and provide unique experiences ensuring a robust local community.



Refresh the public realm
Provide a well-planned street that is welcoming, accessible and comfortable, that balances the needs of businesses, residents, and visitors using all modes of transport and contributes to our wellbeing and whole-of-life asset and sustainability goals.



Vibrancy & Creative Connections
Establish public art opportunities and provide a range of coordinated cultural projects and activities to increase activation, drive visitation and improve the visitor experience.



Curate the business and commercial mix
Establish a business and retail identity with a diverse offering to increase its popularity as a destination for locals and visitors. Support initiatives that assist in driving high value, destination tenants to the street.



Accessibility & Connectivity
Pursue opportunities to achieve a more pedestrian friendly main street to support businesses, outdoor dining opportunities, enhance social interactions and provide a safer movement and traffic calming. Promote available parking and options for flexibility.

Community engagement has been undertaken using a range of approaches since 2018.



Engage with Community through Detailed Design phase to ensure alignment of expectations. Further review, revise and refine the design documentation to align with community feedback and approved budget.

City of Adelaide | December 2025 9

Part two

Project Context

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Melbourne Street, 1910
State Library of South Australia

City Context

Melbourne Street

Melbourne Street is located in North Adelaide and is an important connection from the Northern and North-Eastern suburbs to the CBD. It is surrounded by important city landmarks such as Adelaide Oval, Adelaide Zoo, Adelaide Aquatic Centre and the Park Lands which together makes North Adelaide an attractive place to live, work and/or play. It has potential to be an important anchor point to the city and attract many to explore the retail, restaurants and heritage character street feel.



Street Context

Melbourne Street



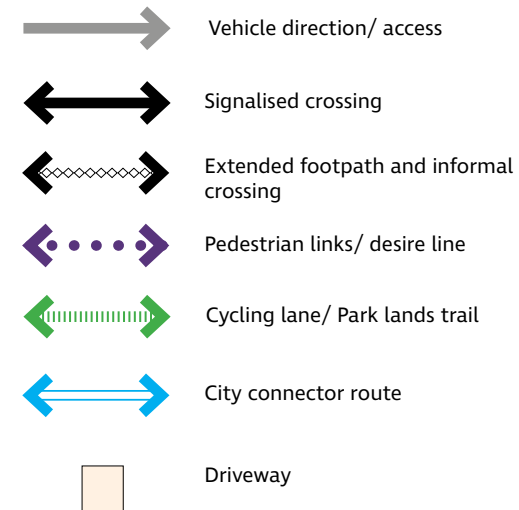
Existing Street Dynamics

Melbourne Street

Melbourne Street is a narrow street and its width is consistent along its entire length. There are two development zones which have created two very separate and distinct character and scale. Melbourne Street east feels intimate and welcoming with mostly smaller buildings with active frontages abutting the public realm, while Melbourne Street west feels wide and exposed, with its buildings setback from the public realm, high walls and passive frontages feel disconnected from the streets.

Melbourne Street's distinctive functions can be easily defined between east and west; the western half end prioritises healthcare, social assistance, professional and medical services, while the eastern half houses accommodation, food services and retail.

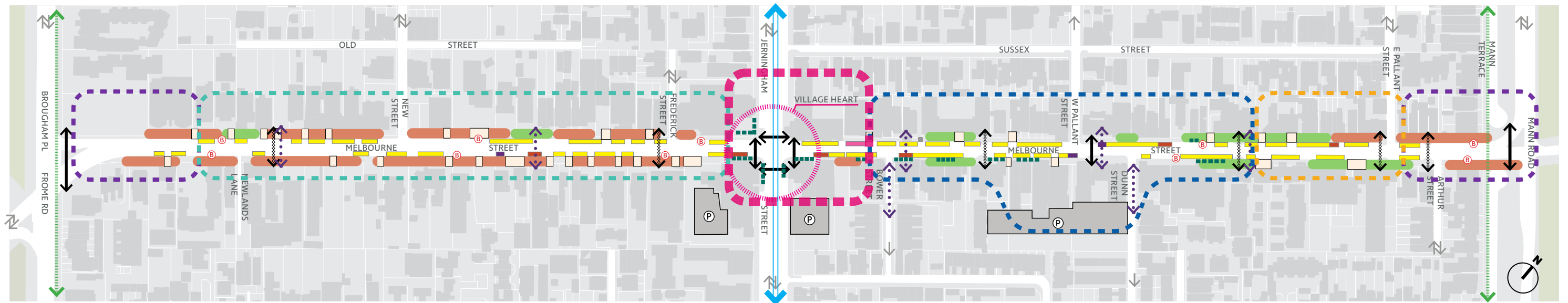
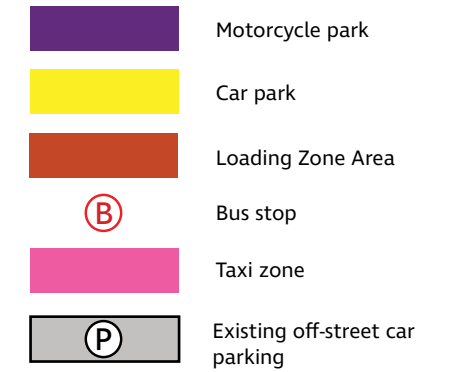
Movement



Pedestrian Comfort



Facilities



* On road bike lanes to be added to Jerminham Street.

Key Statistics

Melbourne Street

The following summarises the population and housing characteristics of Melbourne Street and surrounds. Melbourne Street is categorised within ‘Lower North Adelaide’ by the Australian Bureau of Statistics/Profile ID. The Lower North Adelaide profile area is bounded by Lefevre Terrace and Kingston Terrace in the north, Mann Terrace in the east, MacKinnon Parade, Brougham Place, Sir Edwin Smith Avenue and Pennington Terrace in the south, and Palmer Place and Brougham Place in the west.


Population



LOW POPULATION

2,473 People
33 declined from Previous Year

Based on ABS Resident Population 2021, Profile ID




LOW POPULATION GROWTH

From 2011 to 2016, population increased by 70 people equating to a change of 0.63% per year over that period.

2nd least


populated area in the City of Adelaide, just ahead of the ‘South West Corner’ (i.e. area west of Morphett Street/south of Grote Street)

Age Groups & Background




LARGE STUDENT POPULATION

Larger percentage of ‘Tertiary education & independence’ compared to the rest of metro Adelaide (25.8% compared to 9.5%) and a larger percentage of ‘Young workforce’ (20.7% compared to 13.8%)



FEW CHILDREN


Children 14 and under account for 6.2% of the population compared with an average of 17.7% across metropolitan Adelaide



HIGH PROPORTION OF YOUNG PEOPLE


High proportion of 20-34 year old residents (36.9%) compared with metropolitan Adelaide (20.5%)

Housing + Income



HIGH INCOME LEVELS

20% above metropolitan Adelaide average



MEDIUM & HIGH DENSITY DWELLINGS

A high proportion of medium and higher density dwellings, accounting for 72.3% of all dwellings



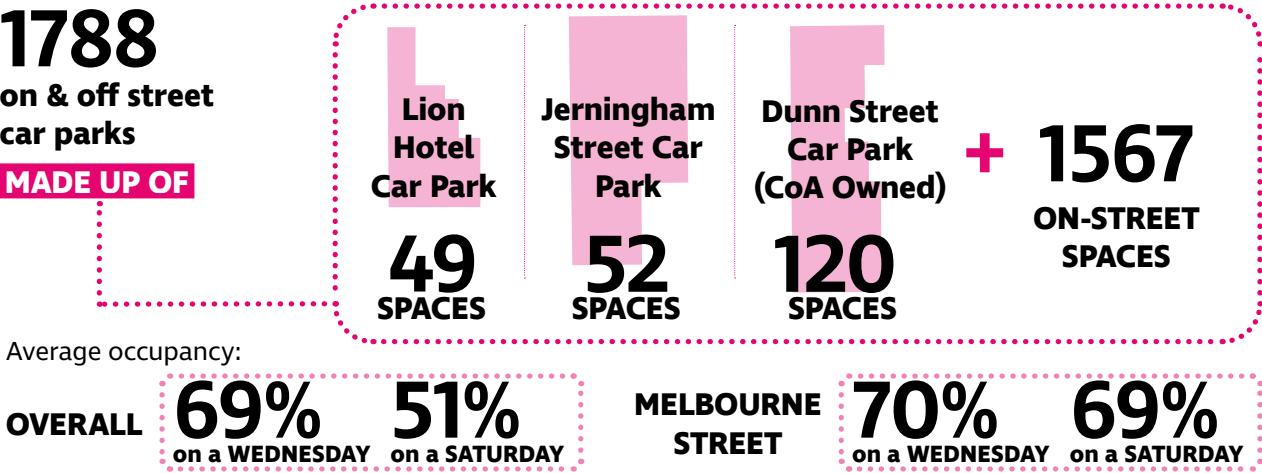
GROUP & SINGLE PERSON HOUSEHOLDS

High levels of group households and single person households

















Availability of parking

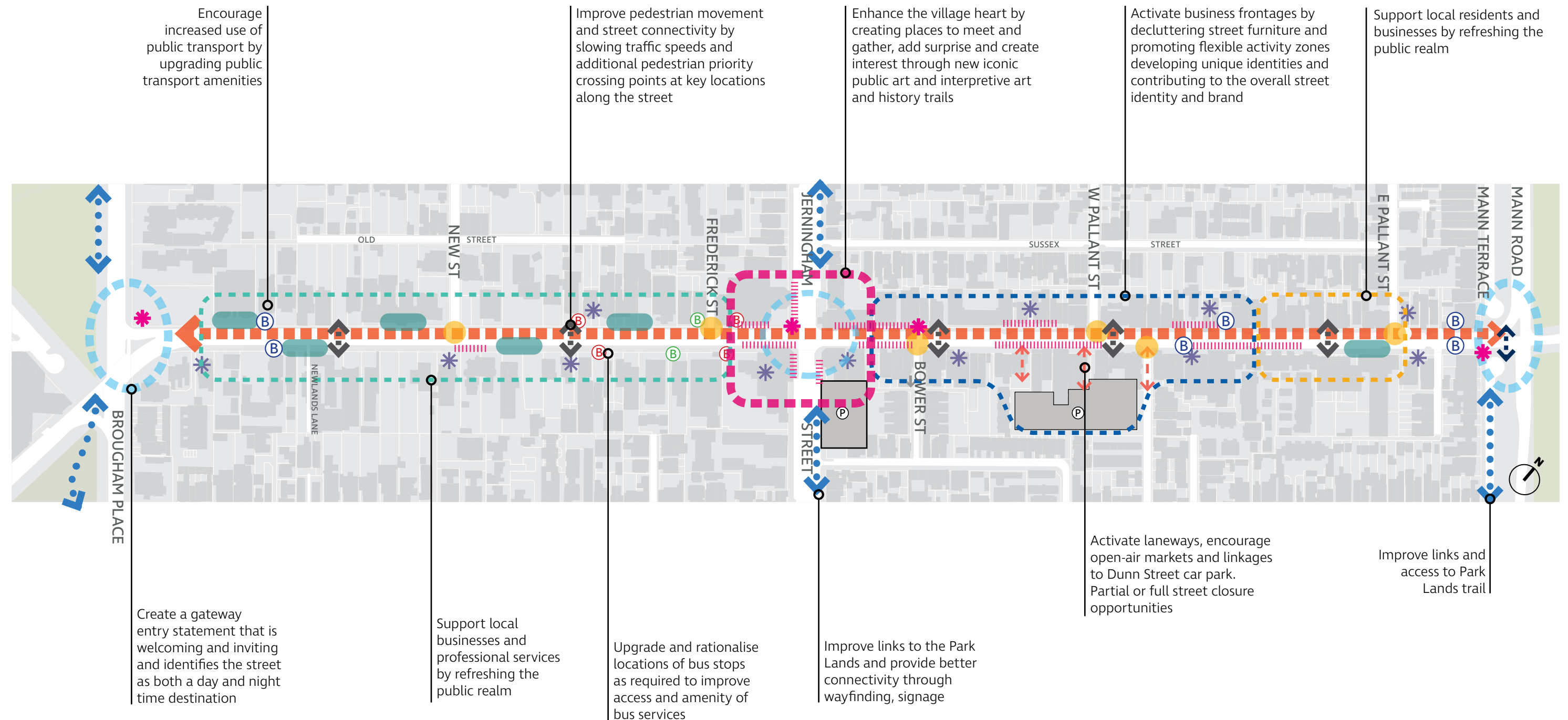
A parking study was undertaken in November 2025 at 10am and 1pm on a Wednesday and Saturday and found that there was parking availability on Melbourne Street, surrounding streets and the off-street carparks. A summary of the results is provided below:



Opportunities

Melbourne Street

- | | | | | | |
|---|------------------------------------|---|---------------------------------|---|---|
|  | High traffic volumes at peak times |  | Available off-street car park |  | Safety improvements to signalised intersections |
|  | Improve cycling links |  | Improve side street connections |  | Enhance activity zones |
|  | Activate/ promote link areas |  | Bus stop location to remain |  | Increase existing street tree canopy and greening opportunities |
|  | Improve pedestrian access |  | Bus stop location to be removed |  | Heritage buildings |
| | |  | New bus stop location |  | New public art opportunities |



Part three

Community Engagement



Community Engagement Process

Melbourne Street

Each of the main streets across the city have active and engaged traders, property owners and residents including traders and precinct associations. The City of Adelaide has adopted a place-led, evidence based approach to developing designs that will deliver positive outcomes for the community, and has sought feedback from stakeholders at key milestones during the development of the concept design. A number of studies and community and business engagements have been undertaken in Melbourne Street over the last few years.

Phase 1 - Benchmarking

Since February 2021, the following was achieved:

- Place audits for each of the streets
- Single Point of Contact (Place Coordinator) allocated to each Street to build relationships and community connections, and to identify opportunities that are place specific.
- Lord Mayor Round Tables
The Lord Mayor Roundtable worked together with stakeholders to address challenges and identify opportunities to improve the amenity of the Main Streets for businesses, residents, and city users.
- City User Profile Survey – City of Adelaide
The City User Profile survey is important for profiling our city residents, workers, students, and visitors - it tells us, who uses the city, how they use it and how their behaviours are changing. Designated questions were asked to identify the mainstreet profiles as an area of importance and prepare CoA for future needs and help measure how successful our current city initiatives are.

June 2021: Focus group discussions were led by consultancy Square Holes on behalf of the City of Adelaide to better understand people's perceptions regarding the Melbourne Street precinct, including how people visiting the street felt, how often they visited and how they believe it could be improved.

Phase 2 - Vision and Design Principles

March - April 2022

Stakeholders were asked to review and comment on the proposed vision for Melbourne Street, rank and prioritise a range of design principles (objectives), to create a series of themes for the street.

Phase 3 - Concept Design

- Stage 1: Wombat Crossings

Public consultation was undertaken between 18 October and 15 November 2023, with 94% of respondents indicating pedestrian safety crossing needed improvement. In response to community feedback and in alignment with the master plan, two wombat crossings, creating bookends to the Melbourne Street precinct will be constructed in 2026. The project will receive \$600,000 contribution from the National Road Safety Program funded by the Government of South Australia.

- Stage 2: Public Realm Refresh

Stakeholders will be asked to provide feedback on the proposed concept design for Melbourne Street, to ensure it aligns with community expectations and the agreed design vision and principles. If supported, this design will then form the basis for detailed design development for construction; pending funding availability.



Summary of Results

Phase 1 - Benchmarking

Square Holes was engaged to conduct focus group discussions for four priority main streets (Hindley, Melbourne, O'Connell and Hutt Streets) with residents living within three kilometres of each area, to understand the strengths and challenges of each of the main streets by gaining an in depth understanding of residents' attitudinal and behavioural responses to the relevant street.

Objectives of the research included:

1. Understand residents' use and interaction with each given main street
2. Examine residents' perceptions of the individual character and strengths of each main street
3. Examine residents' perceptions of the shortcomings of each main street
4. Identify the key competitors to each main street, including other streets and precincts
5. Explore drivers to increase resident visitation

Summary of findings:

- Melbourne Street is home to some local favourites
- Sense that Melbourne Street is not worth travelling to and is yet to be discovered even by local residents
- The perceived limited availability of parking hinders visitation to the precinct
- The street has lost its sense of direction despite its somewhat funky history
- There is a need to define a new identity for the street
- Opportunity to integrate the two halves of Melbourne Street with the professional services, businesses and colleges at the western end and the restaurants to the east
- Melbourne Street could further develop its position as an appealing location for work, study and leisure

"Melbourne Street is really struggling for identity . I mean, establishments like The Lion are still there, and Elephant Walk. Tiny little hole in the wall coffee bar that's been there since the '70s, unchanged."

- Focus Group Participant

"More parklets for businesses and calm peak hour traffic"

- Focus Group Participant

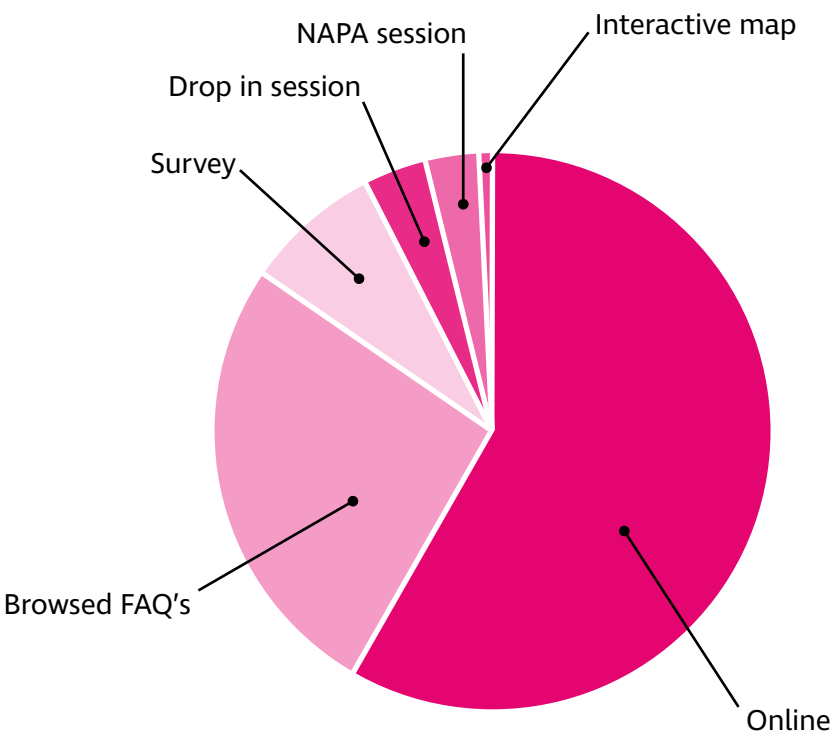


Summary of Results

Phase 2 - Vision & Design Principles

Undertaken in March and April 2022, community engagement on the Melbourne Street vision and design principles.

- 58 people made 59 contributions to the survey
- 4 people made 10 contributions to the interactive map
- 392 people were aware and visited the webpage
- 231 people were informed and browsed supporting documents and/or FAQs
- Approximately 20 people attended one of two drop-in sessions at locations on Melbourne Street



*NAPA = North Adelaide Precinct Association

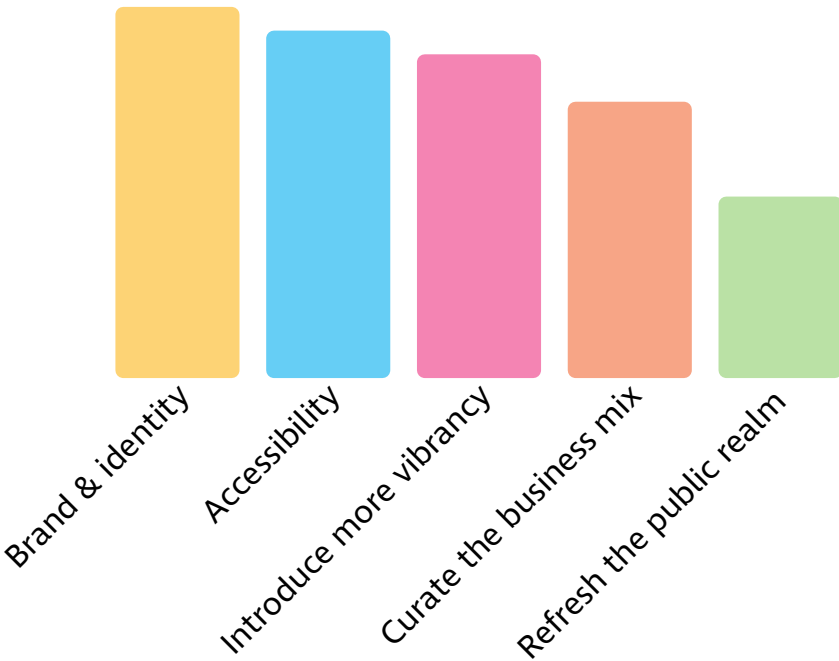
A 'ranking question' was used as a tool to better understand community priorities on the identified Design Principles for Melbourne Street.

The results indicated that the community considers '**Brand and identity**' to be the highest priority Design Principle for Melbourne Street.

Furthermore, the results indicated that the community supports closure of Jerningham Street **several times a year**.

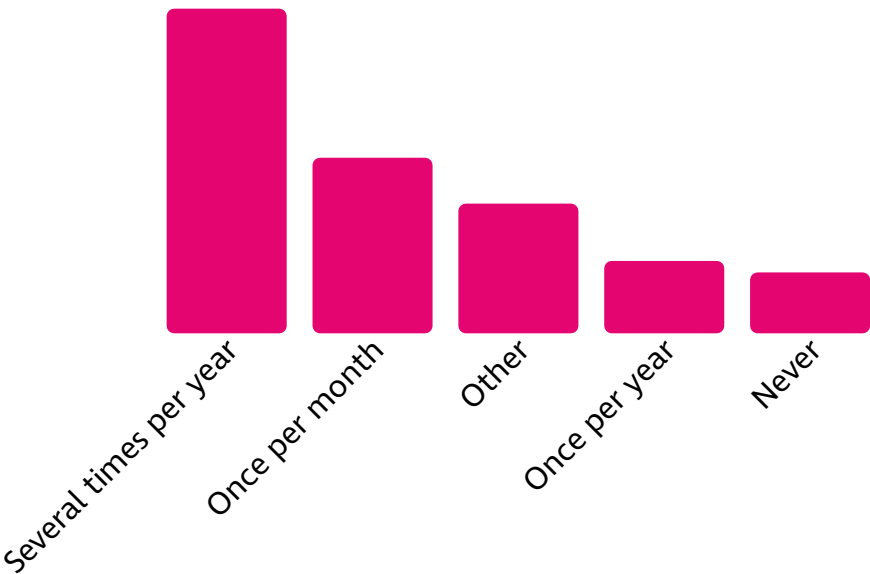
Design Principles - highest priority:

*Top priority (first choice/preference) results only



Support for Jerningham Street closures - highest priority frequency:

*Top priority (first choice/preference) results only



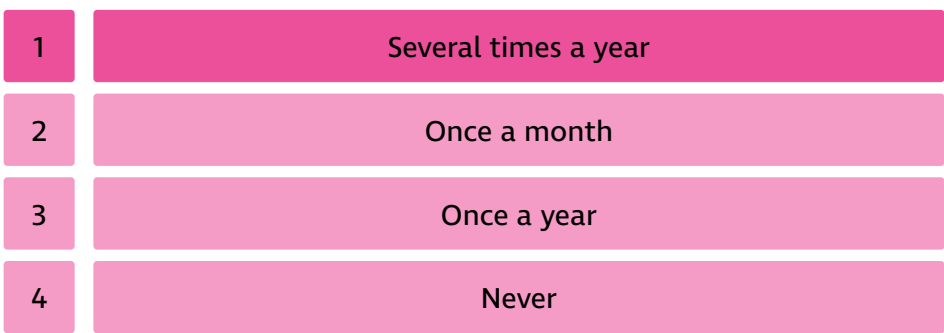
Design Principles - highest importance:

*Results of all preferences, averaged



Support for Jerningham Street closures - highest ranking frequency:

*Results of all preferences



Community Feedback

"Lacking atmosphere, sad, uninspiring, empty spots give the street a feeling of decay, not so much of a village."

"Introduce recycle waste bins recycling green waste."

"My focus is safe crosswalks connecting side streets. Embracing people run and walk from Park lands to have coffee and breakfast."

"Increase activity at the northeast end."

"I would like more outdoor dining. The space at the Lion is excellent, as is UR and the small numbers elsewhere are regular used."

"More mix of exciting retailers and services, locally made goods and shopping destinations to attract for visitors, contribute to residential amenity and more places have long open hours."

"More trees that have inbuilt up lighting that create atmosphere at night."

"Widen footpaths for on street dining, fix divots and tripping hazards, and add more pram crossings."

"Wall art programs over last 2 years were good. We need games tables, e.g. chess. Some sculptures, public art, music and things to do for kids."

"Landscaping native greening to reduce the heat island effect, increase pedestrian area to create outdoor precinct, provide Alfresco dining/ verandah along the footpath to provide protection in all seasons. Come special periods such as Christmas, go over-the-top with the decorating the street."

"Encourage further and safer use of e-scooters. Traffic calming measure and reduce limit of 30."

"We love the light on the trees brought warmth in winter. We couldn't wait to see the street becomes busy like CBD, but more vibrancy in daytime and more dinner place options would be good."

Part four

Concept Design



Design Principles

Melbourne Street

The concept design consolidates community feedback, data analysis, and a variety of design expertise, to set the framework for a cohesive design. These Design Principles, prioritised by the community, set the foundation for, and guide the following concept design. Refer page 8 for more information regarding community feedback results.



Unique brand and identity

Create a streetscape that is cohesive, polished, bespoke and celebrates the existing historic village charm. Enhance the public 'heart' as the epicentre and provide unique experiences ensuring a robust local community.



Curate the business and commercial mix

Establish a business and retail identity with a diverse offering to increase its popularity as a destination for locals and visitors. Support initiatives that assist in driving high value, destination tenants to the street.



Refresh the public realm

Provide a well-planned street that is welcoming, accessible and comfortable, that balances the needs of businesses, residents, and visitors using all modes of transport and contributes to our wellbeing and whole of life and sustainability goals.



Accessibility & connectivity

Pursue opportunities to achieve a more pedestrian friendly main street to support businesses, outdoor dining opportunities, enhance social interactions and provide a safer movement and traffic calming. Promote available parking and options for flexibility.








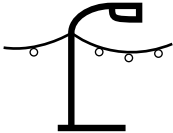
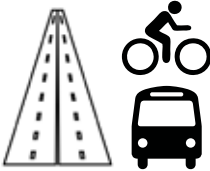
Vibrancy & creative connections

Establish public art opportunities and provide a range of coordinated cultural projects and activities to increase activation, drive visitation and improve the visitor experience.

Left (top): Image by Morgan Sette; Left (middle): Image by Michael Haines Photography;
Right (top): Image by Morgan Sette.

Design Summary

Melbourne Street

	 Car Park Spaces	 Trees and Garden Beds	 Activity Zone (includes footpath)	 Traffic Speed Zones	 Road Intersection Improvements	 Lighting and Public Art	 Carriageway
Existing Condition	129 car parking spaces 11 loading zones	85 street trees 0 garden beds	7,855sqm	50km/h	-	-	One lane each direction + on-street parking + non compliant bike lanes
Asset Renewal only	125 car parking spaces 11 loading zones	No change	No change	No change	No change	No change	No change
Concept Design	127 car parking spaces ¹ 11 loading zones (41 as flexible car parks within the Village Heart & Main Strip) ² Accessible parking at key locations	125 street trees (40 new trees, 12 within the Village Heart & Main Strip) 500sqm garden beds ³ (Full length of street)	8,835sqm (Includes 590sqm of flexible car park spaces) Increased parking provisions for micromobility	30km/h	Stamped asphalt treatments to side streets (4) Stamped asphalt treatment at Jerningham Street intersection	New public lighting to length of street Decorative lighting opportunities within Village Heart and Main Strip	Flexible zones (Main Strip) Improved amenity for public transport as required Bike boxes at signalised intersections Bike sharrows at key side streets for increased connectivity

Notes:

¹ Loss of 9 car park spaces due to Stage 1 Wombat Crossings implementation. Increase of 10 car park spaces due to rationalisation of bus stops. Parking losses along Jerningham Street due to bike lane implementation is subject to further consultation and consideration.

² Increased activity zones allows for potential to increase economic vitality.

³ Additional tree planting and new garden beds allows for greening improvement and acts as a barrier between the road and the footpath.

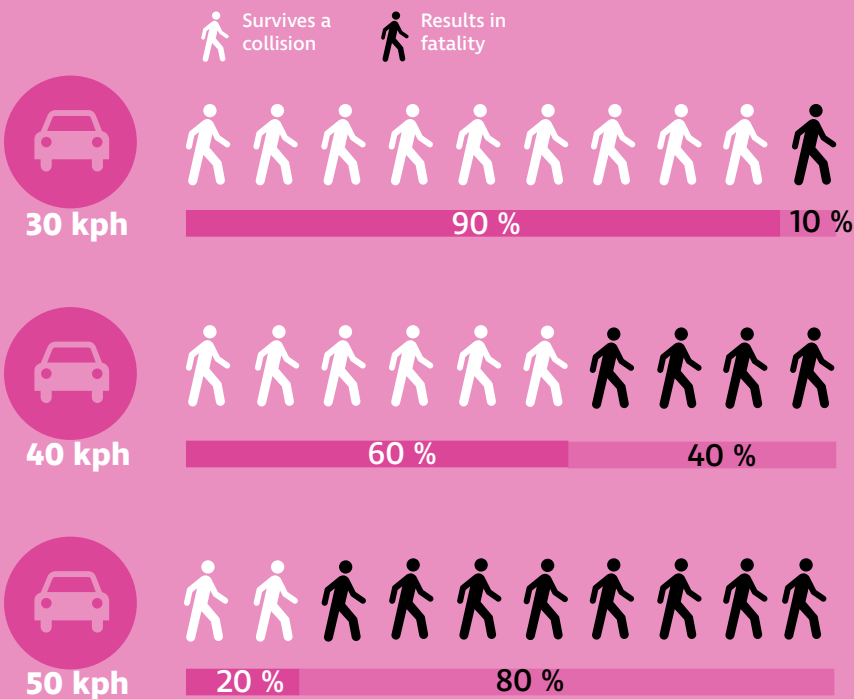
- Refer to Appendices A to F for further information regarding Transport Patterns, Precinct Parking Opportunities, and Traffic and Transport Impacts.
- These numbers and quantities as based on the Concept and may change during design development.
- Parking numbers for the existing condition based on City of Adelaide City Map data (September 2025).
- The reduction in car parks allows for an bold new street reconfiguration and updated linemarking to meet Australian Standards.
- The reduction in the speed limit aligns with Citywide Speed Limit Review (2024) and provides a safer pedestrian and bicycle friendly street reconfiguration. The reduction in the speed limit is subject to DIT approval.
- Changes will occur in detailed design such as DIT approval requirements, sightline assessments, vehicle turn path assessments and safety assessments.

Design Benefits Statistics

Melbourne Street

A safer street

Pedestrian Priority



Source: carsp.ca/research/resources/road-safety-information/safe-speeds

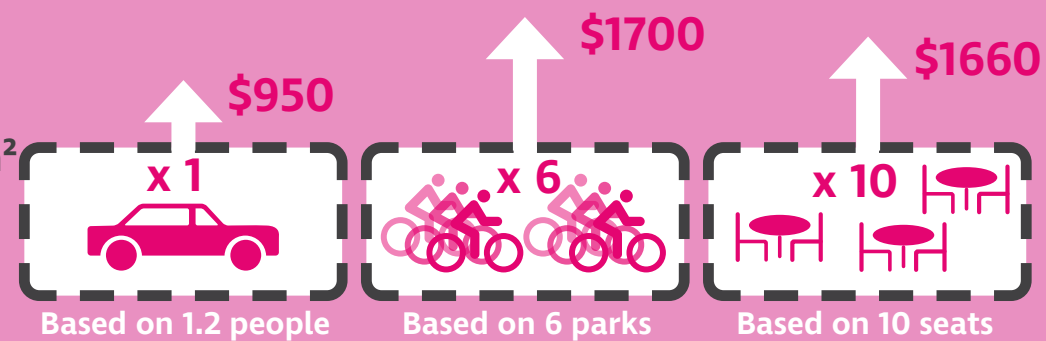
A slower street

encourages people to use active transport and spend time on streets, contributing to sense of community. More people walking, wheeling, cycling and dwelling is **better for business**. A slower street will contribute to improving people's health and wellbeing and help main streets thrive.

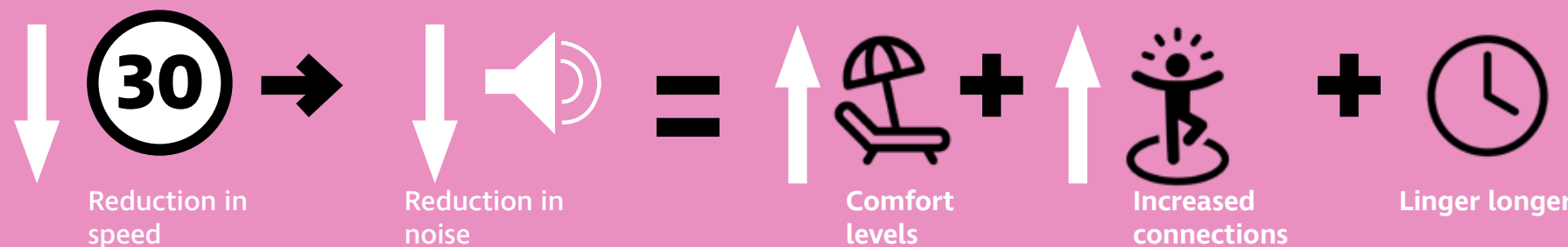
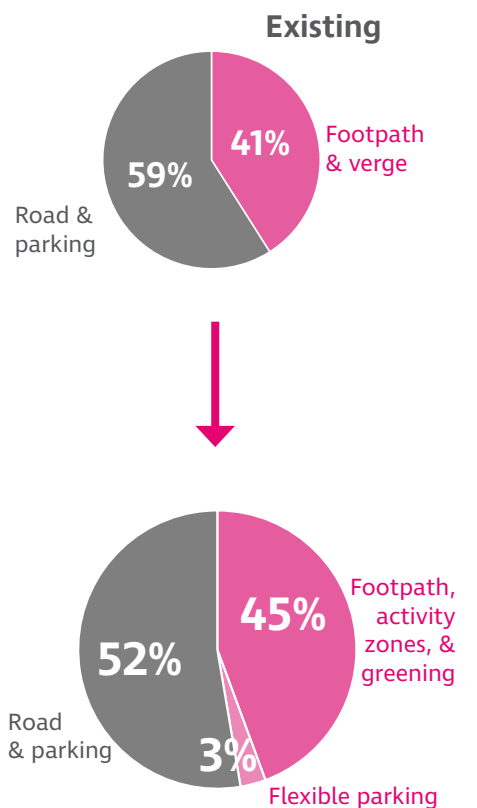
Daily Spend*

Area: 13m²
car park space

*Refer Appendix F



Reallocation of private vehicular space to space for people



Reduced noise. The World Health Organisation (WHO) suggests traffic noise is the second biggest environmental stressor on public health, after air pollution.

A quieter street means a more comfortable street for people to have conversations and community interactions. Reduced need for longer sight lines means better visibility and more space for trees and greening, adding to the comfort levels of the street.

Improved liveability & increased visitation

Design Overview

Melbourne Street

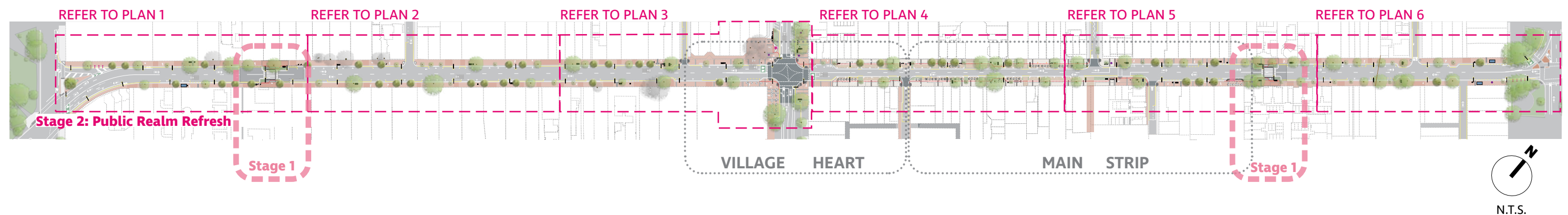
Since 2024, short-term improvements from the 2023 Concept Design Plan have enhanced and activated Melbourne Street (Refer Appendix I). Building on this move, long-term works are proposed, including:

- **Stage 1: "Wombat Crossings":** New eastern and western wombat crossings.
- **Stage 2: Public Realm Refresh**

The concept reimagines the Main Strip as a vibrant destination that celebrates local culture and supports businesses to thrive. By widening footpaths and extending flexible parking zones from Jerningham Street to Dunn Street, the design invites cultural activation, outdoor dining, and creative events, strengthening the street's vibrant identity and enhancing its day-to-night appeal. Key features include refreshed surface materials, new public art, compliant kerb ramps and stamped asphalt at side streets, wider footpaths, lush garden beds, and flexible parking areas that meet the design principles and improve visitor experience.

Street-wide upgrades unify the street's look and feel through new lighting, upgraded urban elements, sustainable localised footpath improvements, and additional tree planting - supporting a more comfortable, accessible, and resilient public realm.

Together, these upgrades infuse Melbourne Street with renewed energy and charm - a dynamic and welcoming destination where heritage meets everyday vibrancy.



STAGE 1: Wombat Crossings (2026)

- New safer crossing points giving pedestrian priority at the west and east end. Includes garden beds integrated to stormwater system - refer Appendices J and K.

STAGE 2: Public Realm Refresh

Lighting

- New public lighting and electrical renewal (including new light poles) to length of street.
- Decorative lighting opportunities to Village Heart and Main Strip.

Street Furniture

- Upgraded urban elements to CoA suite - bins, seats, bike racks, planter boxes, decluttering footpath, activating frontages and improving street amenity.

Vehicle Speed Limit

- Slower 30km/h environment for a safer and quiet flow, enhancing pedestrian comfort and safety.

Bus Stop Rationalisation

- Consolidate and provide new bus stop location (combining 3 and 3A) for a better use of kerbside space and spacing of stops - refer Appendix E.

Tree Planting

- New street trees to infill gaps in tree canopy to provide continuous shade along the footpath, cool and soften the streetscape as well as increase comfort for all users, to the length of the street.

Stormwater System Renewal

- Stormwater system upgrade where required.

Wider footpaths within the Village Heart & Main Strip

- Improve pedestrian access, comfort and movement, highlighting its importance through a new surface treatment for footpath. Includes new paver banding to soften transition at the interface from widened footpaths back to existing kerb alignment.

Kerb Ramps and Stamped Asphalt Treatments within the Village Heart & Main Strip

- New compliant kerb ramps and stamped asphalt treatments on intersections to improve safety, accessibility, and street amenity.

Parking within the Village Heart & Main Strip

- Flexible on-street parking spaces defined with removable bollards, supporting both outdoor dining and parking when and where needed, while creating a more welcoming and accessible public realm. Minimal on-street parking impacts.

Water Sensitive Urban Design (WSUD) Garden Beds within the Village Heart & Main Strip

- Incorporate low-level planting along the verge, utilising smart stormwater solutions to improve water sustainability and biodiversity.

Public Art Opportunity within the Village Heart

- Curated public art, and wayfinding that transforms Melbourne Street from a thoroughfare into a destination.

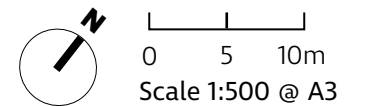
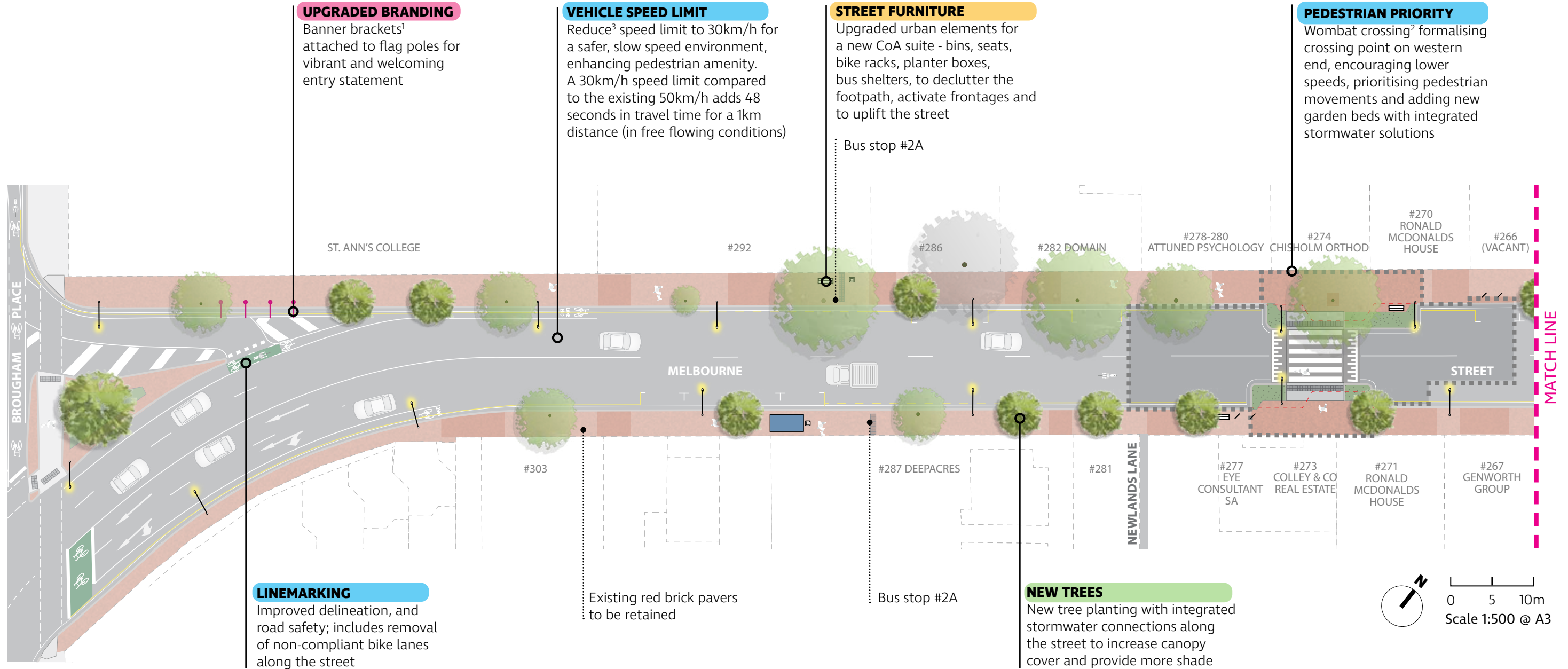
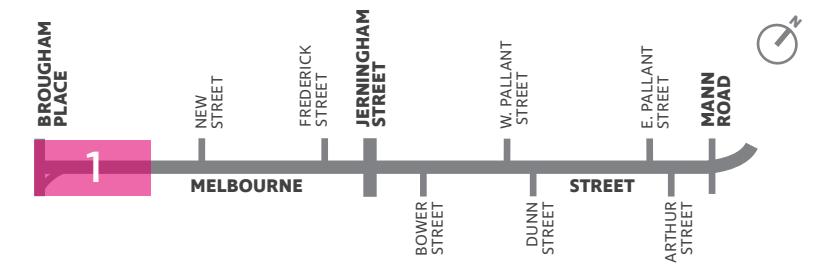
Notes

- Changes may occur during detailed design dependant on key stakeholder consultation and design requirements.

Concept Design

Melbourne Street - Plan 1 of 6

KEY PLAN



LEGEND

- ■ ■ Extent of works - wombat crossing
- - - Property boundary
- - - Kerb to be demolished
- Existing street tree
- Existing private tree
- New street tree
- New light pole
- Banner pole
- Seat
- Bin
- Bike rack
- WSUD garden bed
- Kerb ramp and tactiles
- Tactiles
- Bus shelter

Notes:

¹Funded by State Government / DIT \$1M Grant Funding (refer Appendix I)

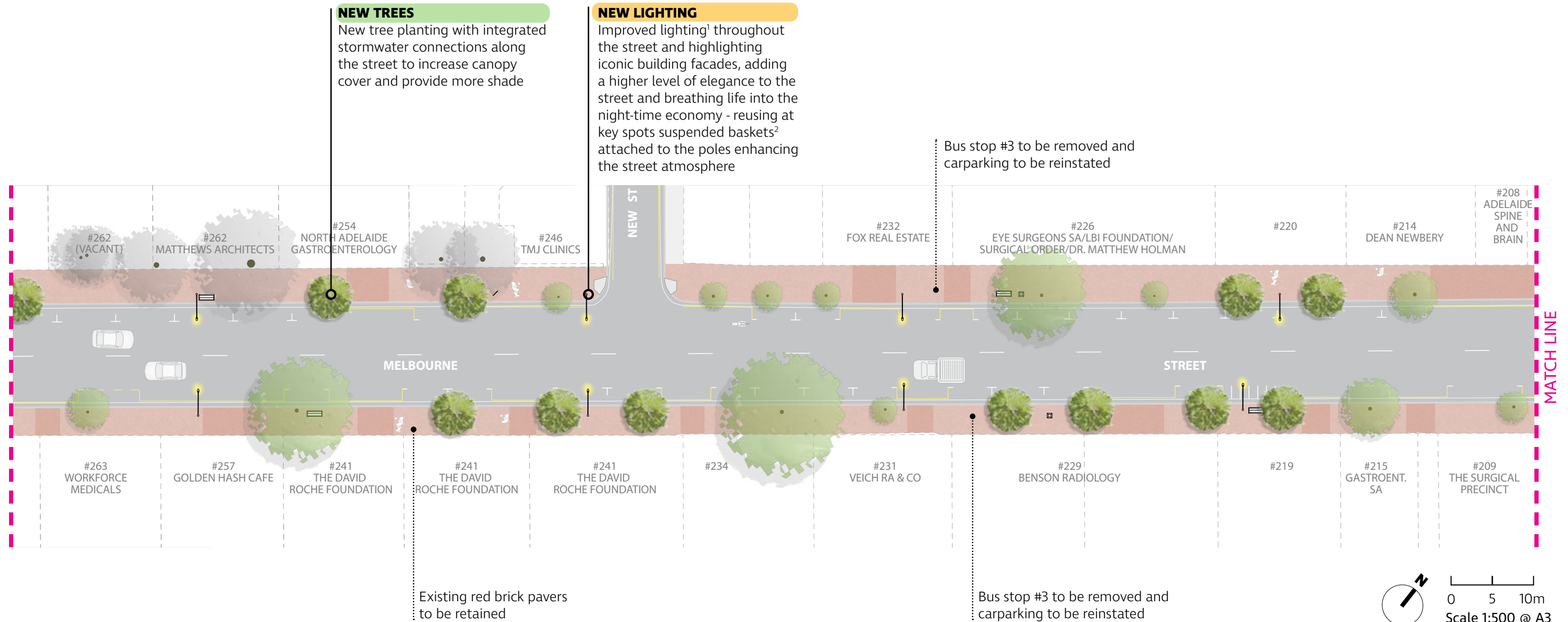
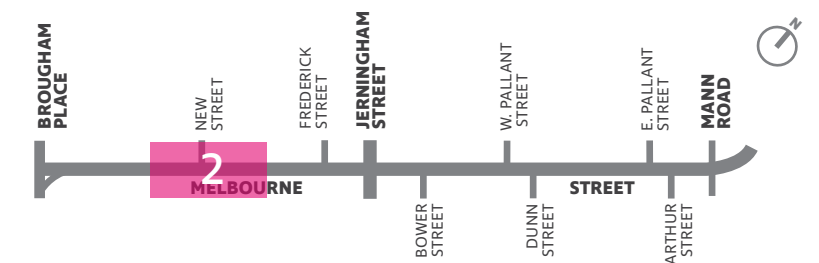
²Stage 1: funded by the Government of South Australia via the 2023-2026 National Road Safety Program - \$600k Grant Funding (refer Appendix J)

³ Lower speed limit subject to Department for Infrastructure and Transport (DIT) approval

Concept Design

Melbourne Street - Plan 2 of 6

KEY PLAN



LEGEND

- Property boundary
- Existing street tree
- Existing private tree
- New street tree
- Existing kerb ramp
- New light pole
- Seat
- Bin
- Bike rack

Notes:

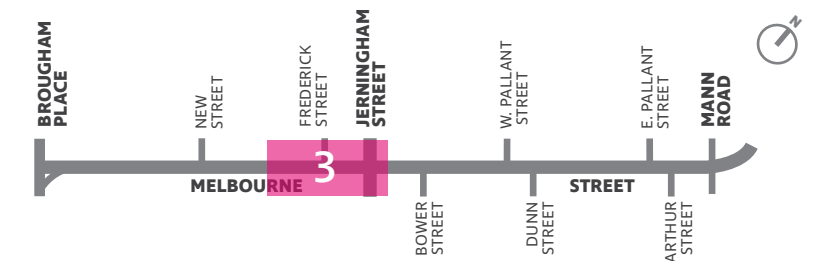
¹Light pole locations are to be determined in detailed design

²Funded by State Government / DIT \$1M Grant Funding (refer Appendix I)

Concept Design

Melbourne Street - Plan 3 of 6

KEY PLAN



NEW TREES

New tree planting with integrated stormwater connections along the street to increase canopy cover and provide more shade

NEW BUS STOP LOCATIONS

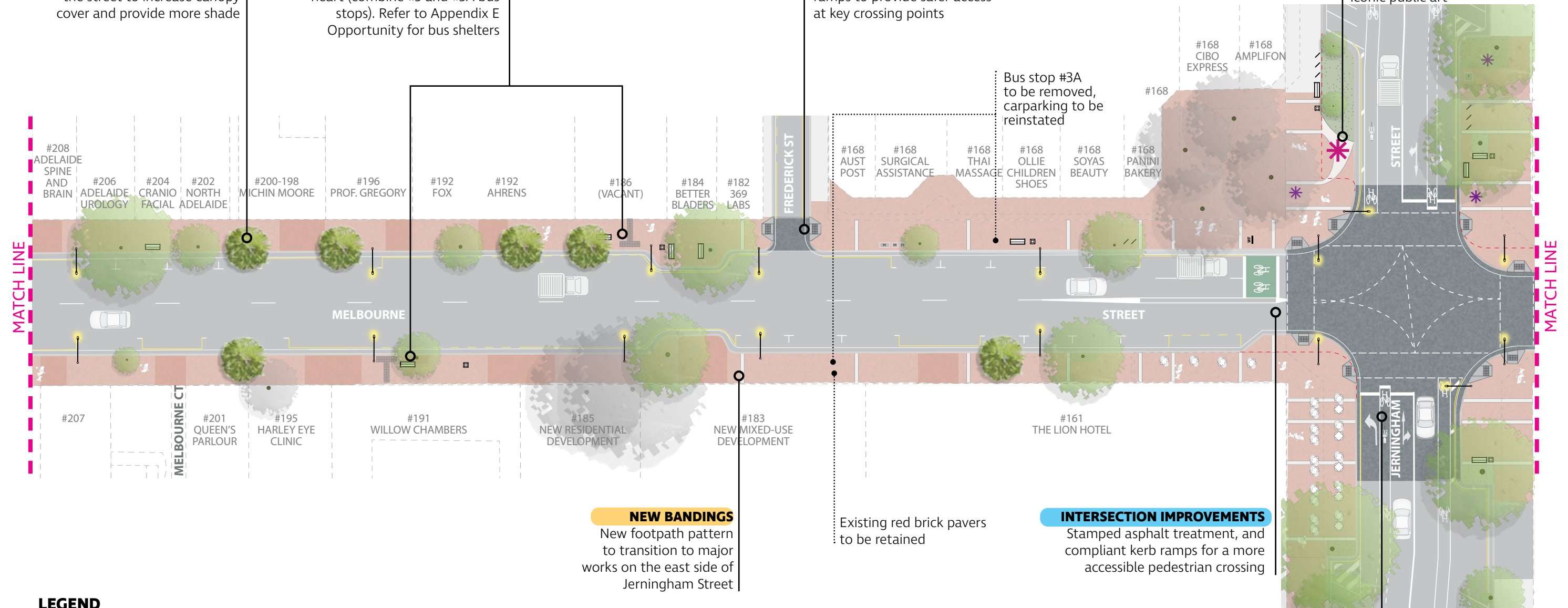
Relocated bus stop location for a strategic access to the village heart (combine #3 and #3A bus stops). Refer to Appendix E Opportunity for bus shelters

PEDESTRIAN SAFETY

Stamped asphalt treatments and new compliant kerb ramps to provide safer access at key crossing points

NEW ARTWORK

Celebrate the village heart and activated area with unique and iconic public art



NEW BANDINGS

New footpath pattern to transition to major works on the east side of Jerningham Street

INTERSECTION IMPROVEMENTS

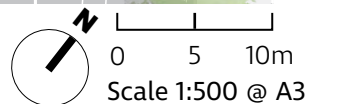
Stamped asphalt treatment, and compliant kerb ramps for a more accessible pedestrian crossing

LEGEND

- | | | |
|------------------------------|--------------------------|------------------------|
| --- Property boundary | Existing wayfinding sign | New paved footpath |
| --- Existing awning/verandah | Existing mail box | Stamped asphalt |
| - - - Kerb to be demolished | New light pole | Kerb ramp and tactiles |
| Existing street tree | Seat | Tactiles |
| Existing private tree | Bin | Existing public art |
| New street tree | Bike rack | Public art opportunity |

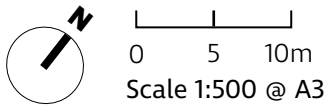
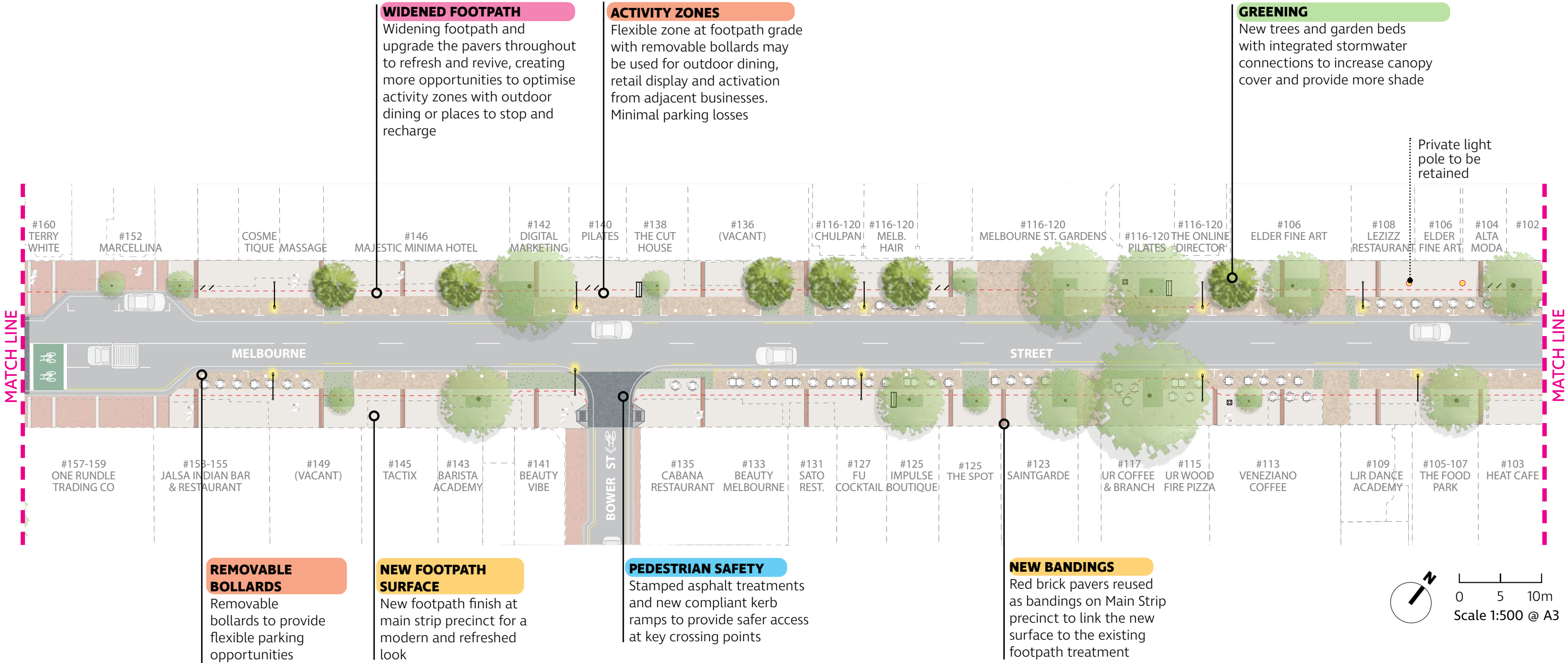
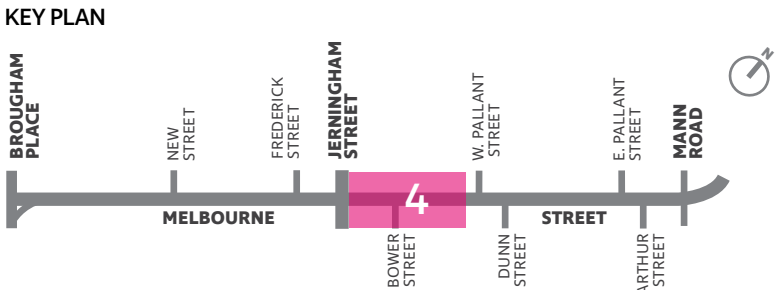
CONNECTED CYCLEWAY

Future works: new bike lane on Jerningham Street will provide accessible connection from Melbourne Street to the existing cycling network



Concept Design

Melbourne Street - Plan 4 of 6



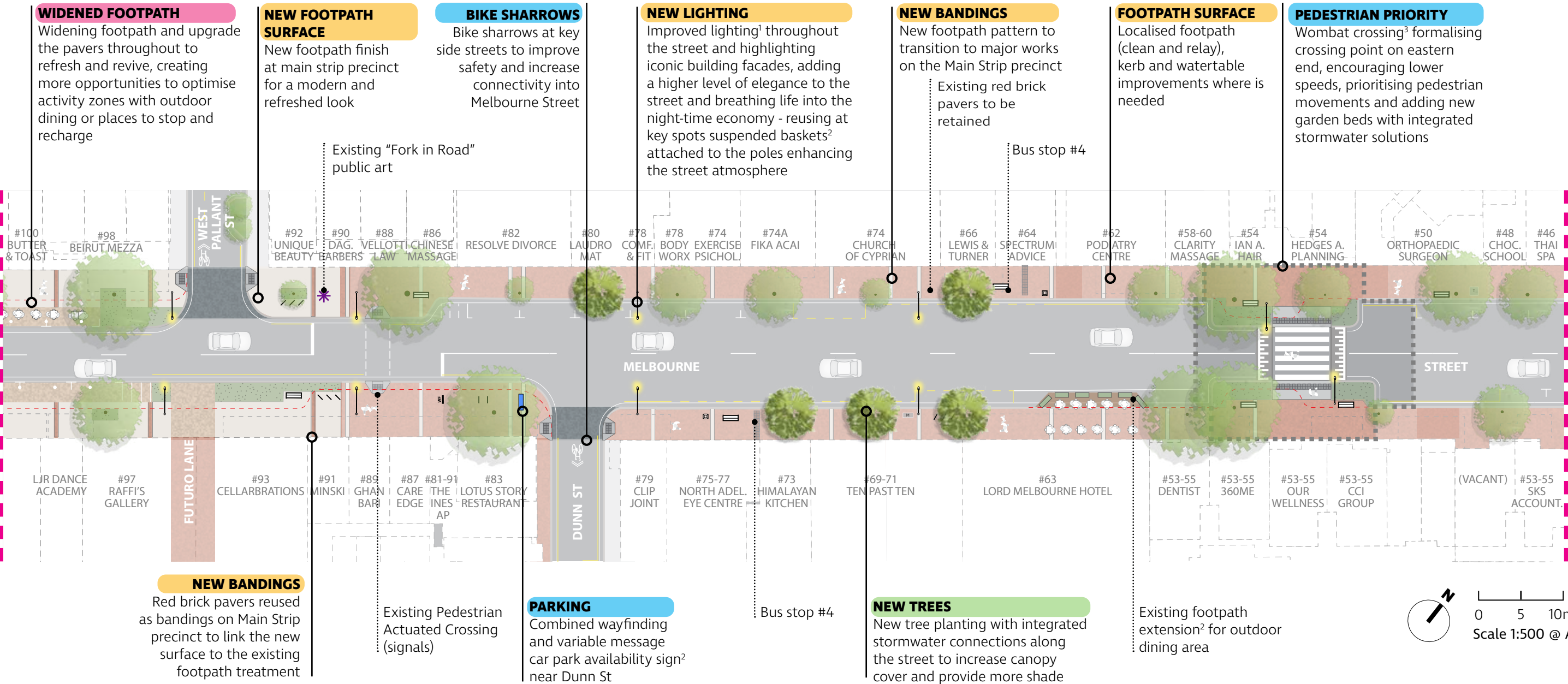
LEGEND

- | | | |
|------------------------------|--------------------|---------------------------|
| --- Property boundary | Existing mail box | New paved footpath |
| --- Existing awning/verandah | New light pole | Driveway/flexible parking |
| - - - Kerb to be demolished | Seat | WSUD garden bed |
| Existing street tree | Bin | Stamped asphalt |
| Existing private tree | Bike rack | Kerb ramp and tactiles |
| New street tree | Removable bollards | Tactiles |

Concept Design

Melbourne Street - Plan 5 of 6

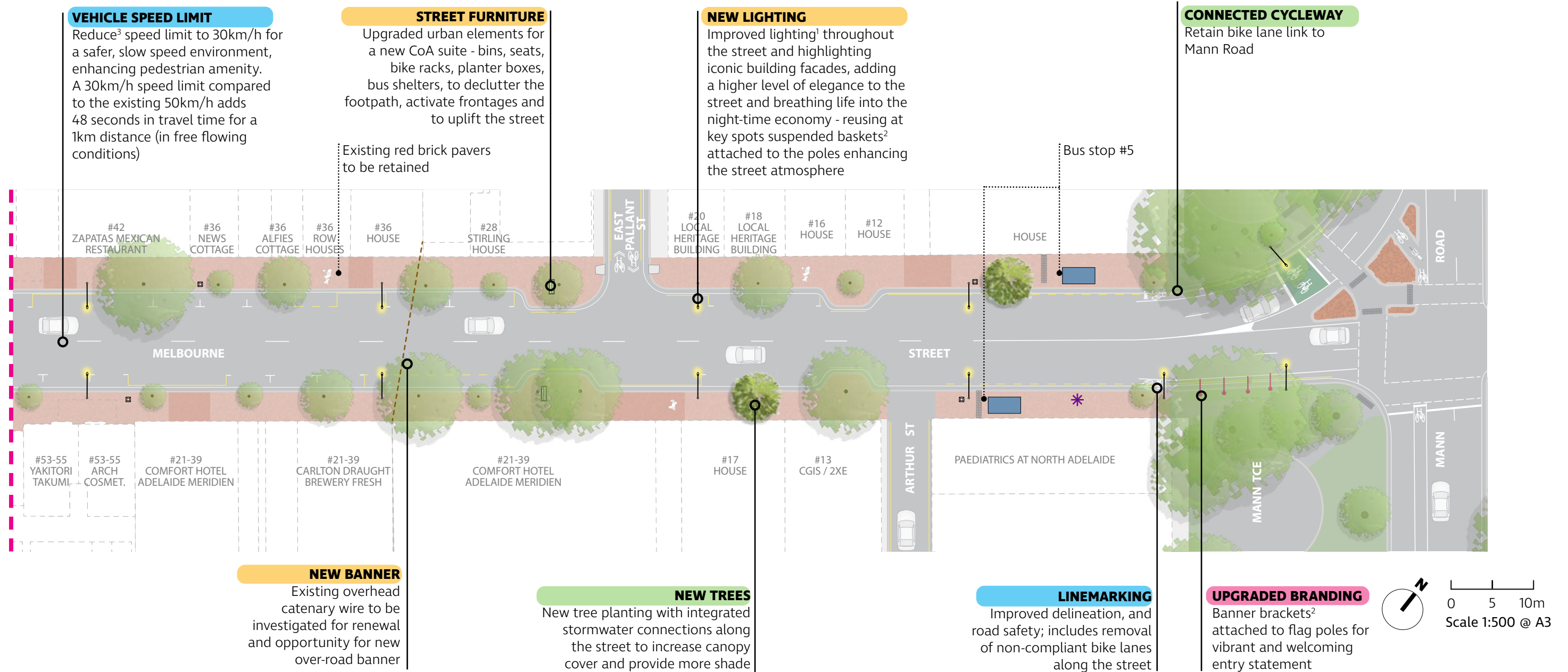
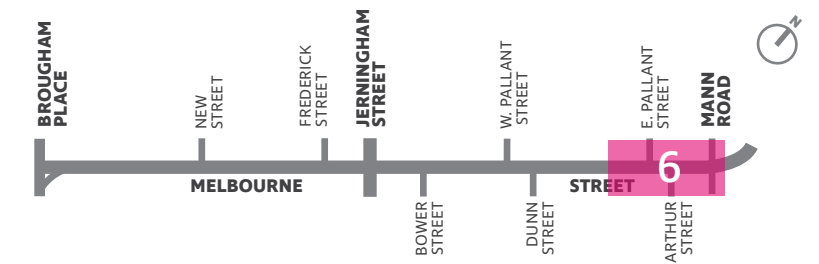
Page 146



Concept Design

Melbourne Street - Plan 6 of 6

KEY PLAN



LEGEND

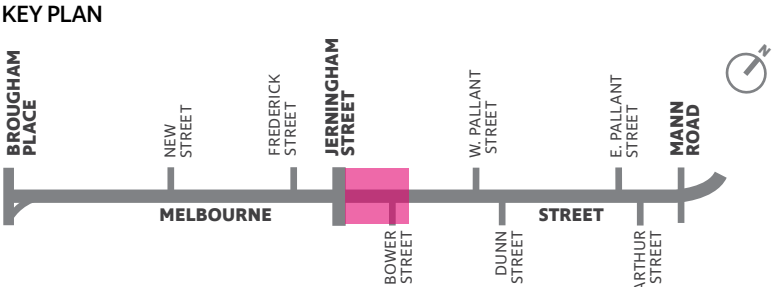
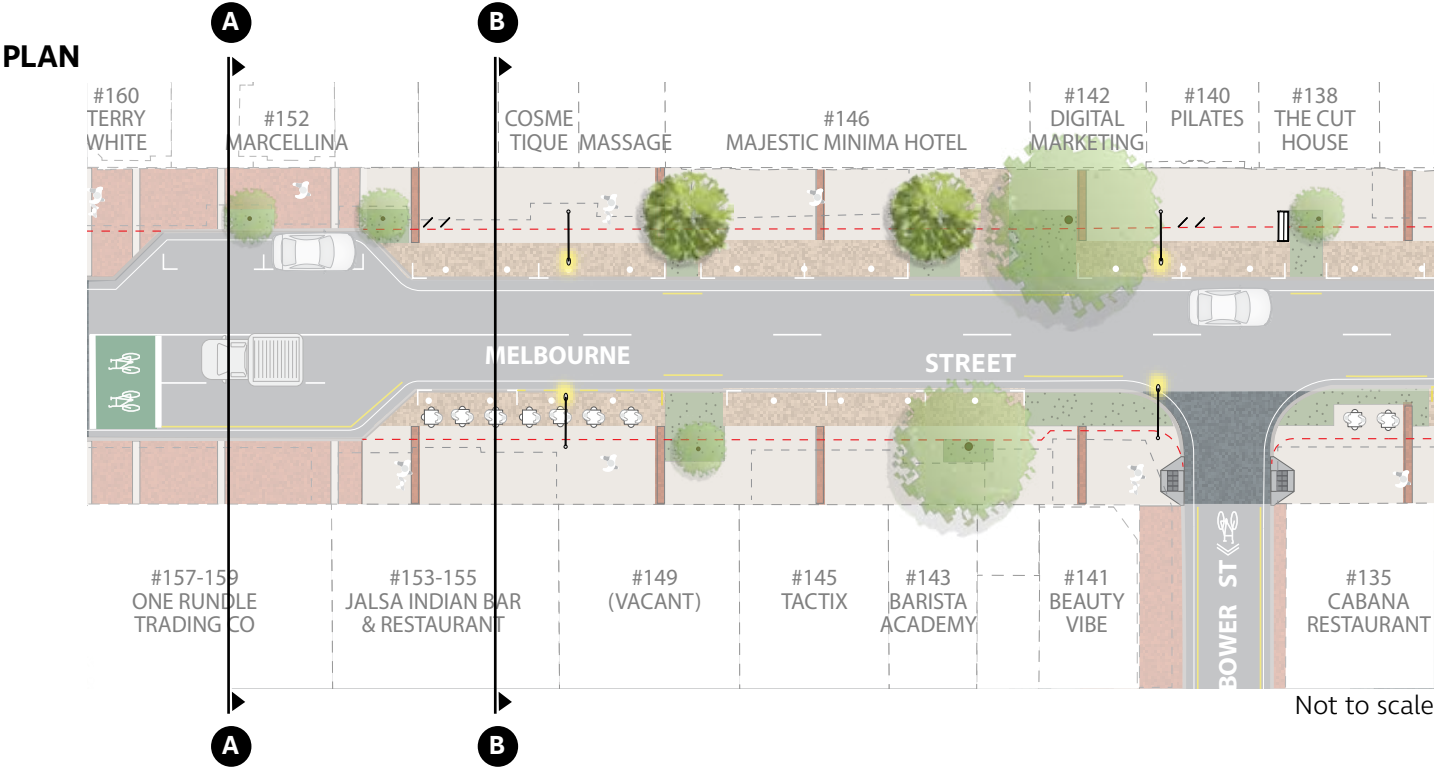
- Property boundary
- Existing awning/verandah
- Existing street tree
- New street tree
- New light pole
- Banner pole
- Seat
- Bin
- Bike rack
- Existing public art
- Existing kerb ramp
- Tactiles
- Bus shelter

Notes:

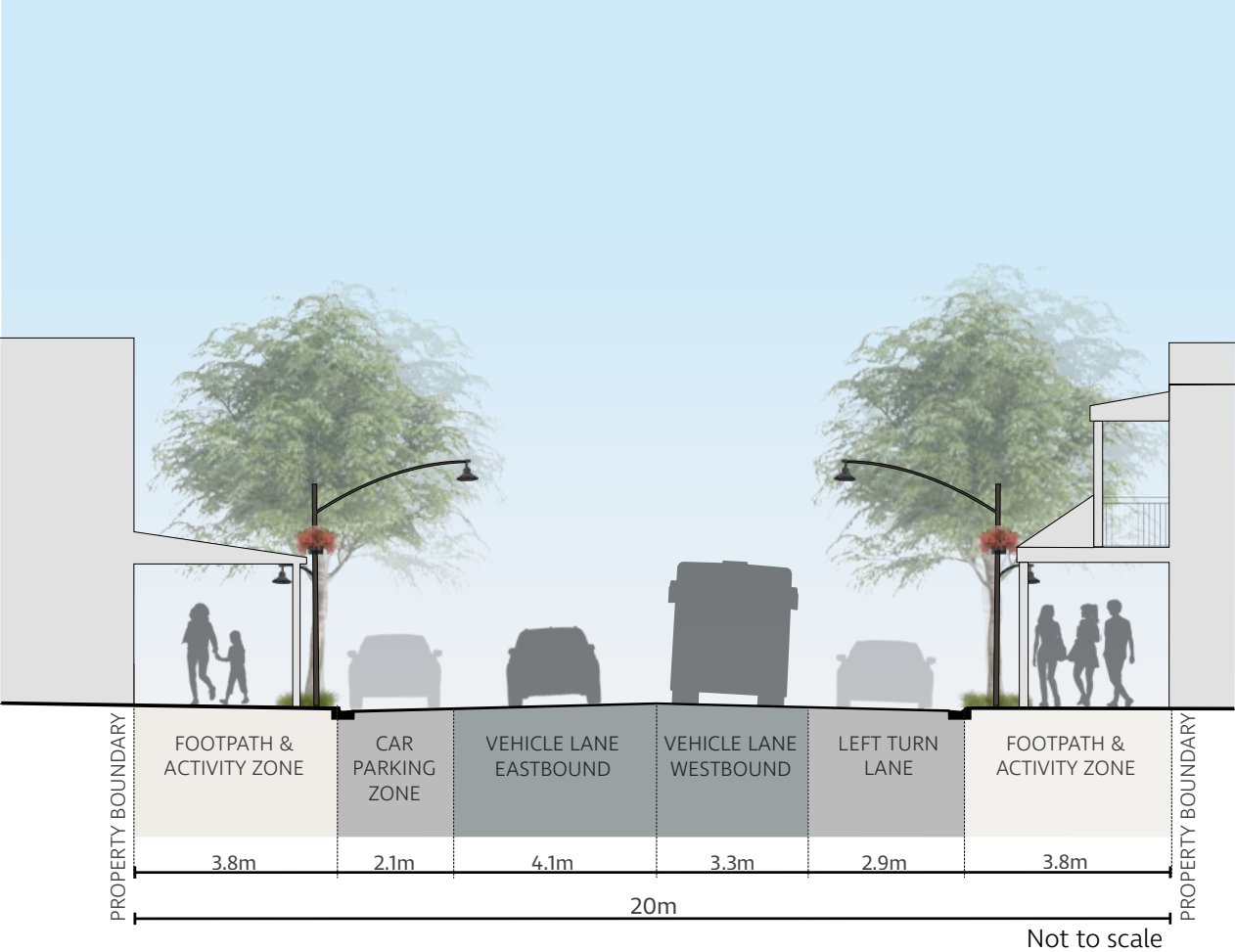
- ¹Light pole locations are to be determined in detailed design
- ²Funded by State Government / DIT \$1M Grant Funding (refer Appendix I)
- ³Lower speed limit subject to Department for Infrastructure and Transport (DIT) approval

Cross Sections

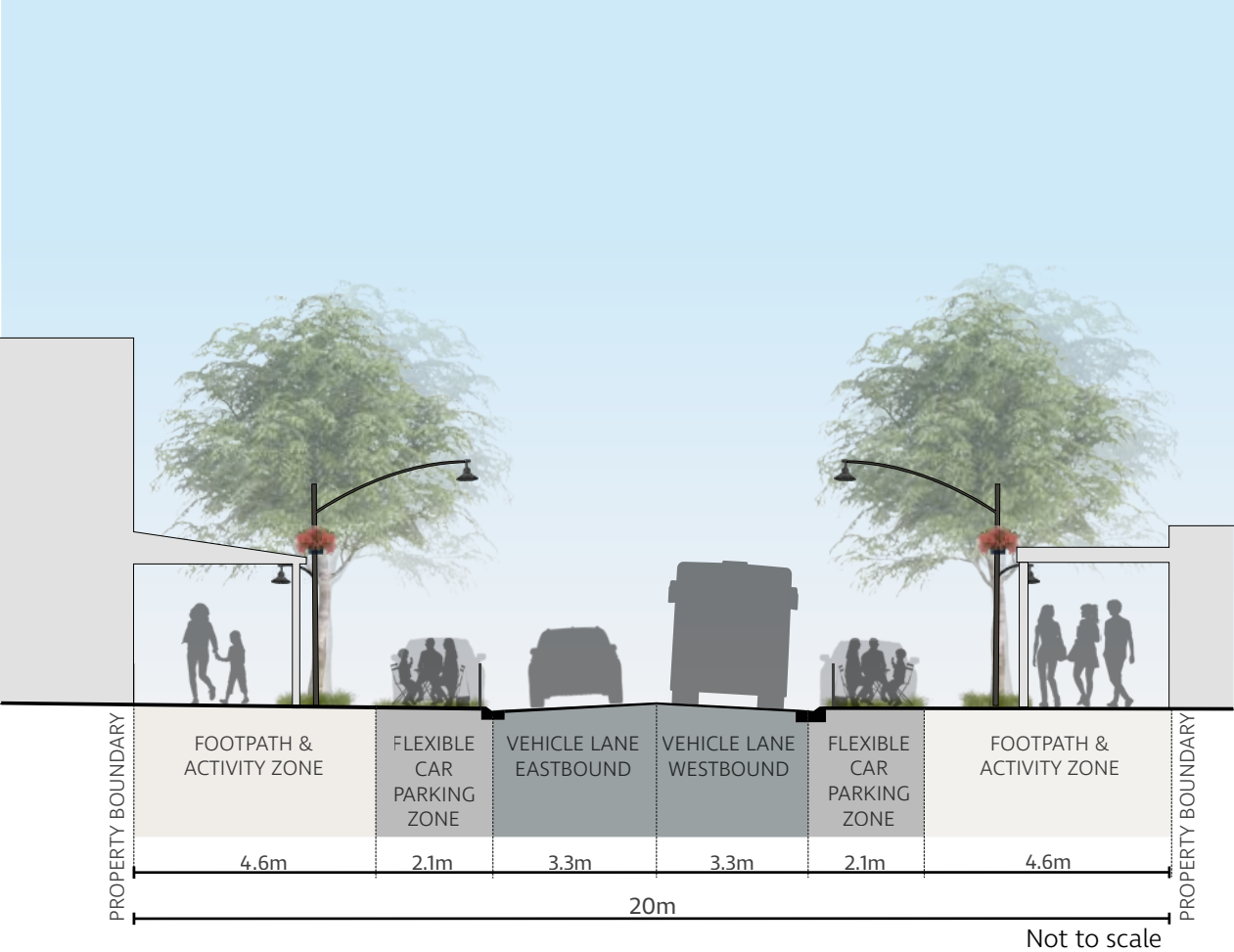
Melbourne Street



TYPICAL SECTION - A



TYPICAL SECTION - B



Artist's Impression

Melbourne Street

View looking south-west toward Jerningham Street, new bandings for a soften transition on footpath treatments



Artist's Impression

Melbourne Street

View looking north-west: flexible parking with removable bollards on Melbourne Street



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CITY OF
ADELAIDE

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Recommendations of the City of Adelaide Reconciliation Committee - 3 December 2025

Strategic Alignment - Our Corporation

Public

Tuesday, 9 December 2025
Council

Program Contact:

Rebecca Hayes, Associate
Director Governance & Strategy

Approving Officer:

Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The Reconciliation Committee considered the following items at its meeting held on 3 December 2025 and resolved to present to Council the following recommendations for Council determination:

- **Item 6.1** - Aboriginal Engagement Framework – Free, Prior and Informed Consent
- **Item 6.5** - Stretch Reconciliation Action Plan Progress Report - Quarter 1 Update 2025/2026
- **Item 6.6** - Stretch Reconciliation Action Plan Progress Report – Annual Report 2025/25 and Year 2 Achievements

RECOMMENDATION

1. **Recommendation 1 – Item 6.1** - Aboriginal Engagement Framework – Free, Prior and Informed Consent
THAT COUNCIL
 1. Notes the Reconciliation Committee supports the integration of Free, Prior and Informed Consent into City of Adelaide processes as contained in Attachment A to Item 6.1 on the Agenda for the Reconciliation Committee held on Wednesday, 3 December 2025.
 2. Receives the report on Integrating Free, Prior and Informed Consent into City of Adelaide processes as contained in Attachment A to Item 6.1 on the Agenda for the Reconciliation Committee held on Wednesday, 3 December 2025.
2. **Recommendation 2 – Item 6.5** – Stretch Reconciliation Action Plan Progress Report – Quarter 1 Update 2025/2026
THAT COUNCIL
 1. Notes the Stretch Reconciliation Plan 2024-2027 Quarter 1 progress update for the period 1 July 2025 to 30 September 2025 as contained in Attachment A to Item 6.5 on the Agenda for the meeting of the Reconciliation Committee held on 3 December 2025.
 2. Notes the Cultural Burn Operating Guideline as contained in Attachment B to Item 6.5 on the Agenda for the meeting of the Reconciliation Committee held on 3 December 2025.
4. **Recommendation 3 – Item 6.6** - Stretch Reconciliation Action Plan Progress Report – Annual Report 2025/25 and Year 2 Achievements
THAT COUNCIL
 1. Notes the Stretch Reconciliation Plan 2024-2027 Quarter 4 progress update for the period 1 April 2025 to 30 June 2025 as contained in Attachment A to Item 6.6 on the Agenda for the meeting of the Reconciliation Committee held on 3 December 2025.

2. Receives the Stretch Reconciliation Action Plan 2024-2027 Annual Report 2024/25 as contained in Attachment B to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025.
3. Notes the Stretch Reconciliation Plan 2024-2027 priorities for 2025/2026 as contained in Attachment C to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025.
4. Notes the Stretch Reconciliation Plan 2024-2027 as endorsed by Reconciliation Australia as contained in Attachment D to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025.
5. Authorises the Chief Executive Officer, or delegate to make minor technical, typographical and other amendments to the documents contained in Attachment A and Attachment B to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025, for the purposes of finalising the documents.

DISCUSSION

1. The Reconciliation Committee met on Wednesday 3 December 2025. The Agenda with reports for the public component of the meeting can be viewed [here](#).
2. The following matters were the subject of deliberation:
 - 2.1. Item 6.1 - Aboriginal Engagement Framework – Free, Prior and Informed Consent
 - 2.2. Item 6.2 - Review of Welcome to Country and Acknowledgment Protocols
 - 2.3. Item 6.3 – Park Lands License Request – Safer Place to Gather
 - 2.4. Item 6.4 – Kurna Welcome Art Installation
 - 2.5. Item 6.5 – Stretch Reconciliation Action Plan Progress Report - Quarter 1 Update 2025/2026
 - 2.6. Item 6.6 – Stretch Reconciliation Action Plan Progress Report – Annual Report 2025/25 and Year 2 Achievements
 - 2.7. Item 6.7 – North Adelaide Public Golf Course Redevelopment – Consultation under the *Aboriginal Heritage Act 1998* (SA)
3. Where the resolution of the Committee differs from the recommendation published in the Committee agenda, the Committee's recommendation to the Council is listed first, with the original recommendation provided in grey and italics
4. Deliberations on Items 6.1, 6.5 and 6.6 resulted in the following recommendations to Council:
 - 4.1. Item 6.1 - Aboriginal Engagement Framework – Free, Prior and Informed Consent
THAT THE RECONCILIATION COMMITTEE RECOMMENDS TO COUNCIL
THAT COUNCIL
 1. Notes the Reconciliation Committee supports the integration of Free, Prior and Informed Consent into City of Adelaide processes as contained in **Attachment A** to Item 6.1 on the Agenda for the Reconciliation Committee held on Wednesday, 3 December 2025.
 2. Receives the report on Integrating Free, Prior and Informed Consent into City of Adelaide processes as contained in **Attachment A** to Item 6.1 on the Agenda for the Reconciliation Committee held on Wednesday, 3 December 2025
 - 4.2. Item 6.5 – Stretch Reconciliation Action Plan Progress Report – Quarter 1 Update 2025/2026
THAT THE RECONCILIATION COMMITTEE RECOMMENDS TO COUNCIL
THAT COUNCIL
 1. Notes the Stretch Reconciliation Plan 2024-2027 Quarter 1 progress update for the period 1 July 2025 to 30 September 2025 as contained in **Attachment A** to Item 6.5 on the Agenda for the meeting of the Reconciliation Committee held on 3 December 2025.
 2. Notes the Cultural Burn Operating Guideline as contained in **Attachment B** to Item 6.5 on the Agenda for the meeting of the Reconciliation Committee held on 3 December 2025.
 - 4.3. Item 6.6 – Stretch Reconciliation Action Plan Progress Report –Annual Report 2024/25 and Year 2 Achievements
THAT THE RECONCILIATION COMMITTEE RECOMMENDS TO COUNCIL
THAT COUNCIL
 1. Notes the Stretch Reconciliation Plan 2024-2027 Quarter 4 progress update for the period 1 April 2025 to 30 June 2025 as contained in **Attachment A** to Item 6.6 on the Agenda for the meeting of the Reconciliation Committee held on 3 December 2025.
 2. Receives the Stretch Reconciliation Action Plan 2024-2027 Annual Report 2024/25 as contained in Attachment B to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025.
 3. Notes the Stretch Reconciliation Plan 2024-2027 priorities for 2025/2026 as contained in Attachment C to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025.

4. Notes the Stretch Reconciliation Plan 2024-2027 as endorsed by Reconciliation Australia as contained in Attachment D to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025.
 5. Authorises the Chief Executive Officer, or delegate to make minor technical, typographical and other amendments to the documents contained in Attachment A and Attachment B to Item 6.6 for the meeting of the Reconciliation Committee held on 3 December 2025, for the purposes of finalising the documents.
5. The Reconciliation Committee also deliberated on the following matters:
- 5.1. Item 6.2 – Review of Welcome to Country and Acknowledgment Protocols
- THAT THE RECONCILIATION COMMITTEE
1. Approves the *Acknowledgement and Welcome to Kurna Yarta Protocol* as contained in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 December 2025.
 2. Notes the KSJ Consulting Report on the Acknowledgement and Welcome to Country Review Report as contained in Attachment B to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 December 2025.
 3. Authorises the Chief Executive Officer, or delegate, to make minor typographical, technical and other amendments to the document as contained in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 December 2025, including:
 - 2.1. The addition of historical context into the City of Adelaide *Acknowledgement and Welcome to Kurna Yarta Protocol* and return the revised draft to the first Reconciliation Committee meeting in 2026.
 4. Authorises the Chief Executive Officer, or delegate, to complete graphic design of the document as contained in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 September 2025.

Original Recommendation as Printed in the Reconciliation Committee Agenda

THAT THE RECONCILIATION COMMITTEE RECOMMENDS TO COUNCIL

THAT COUNCIL

1. *Approves the Acknowledgement and Welcome to Kurna Yarta Protocol as contained in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 December 2025.*
 2. *Notes the KSJ Consulting Report on the Acknowledgement and Welcome to Country Review Report as contained in Attachment B to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 December 2025.*
 3. *Authorises the Chief Executive Officer, or delegate, to make minor typographical, technical and other amendments to the document as contained in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 December 2025.*
 4. *Authorises the Chief Executive Officer, or delegate, to complete graphic design of the document as contained in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee held on 3 September 2025.*
- 5.2. Item 6.3 - Park Lands Licence Request – Safer Place to Gather
- THAT THE RECONCILIATION COMMITTEE
1. Notes that the Council has provided an additional licence for the operation of the Safer Place to Gather in Wirrarninthe / Edwards Park (Park 23) from 1 September 2025 to 30 June 2026.
- 5.3. Item 6.4 – Kurna Welcome Art Installation
- THAT THE RECONCILIATION COMMITTEE
1. Nominates four members of the City of Adelaide Reconciliation Committee to be put forward to the Chief Executive Officer for consideration of appointment to a Project Steering Group for the Kurna Welcome Art Installation, at least one of whom has significant ties to or is a representative of the Kurna Yerta Aboriginal Corporation (KYAC), as follows:

- 1.1. Lynette Crocker
- 1.2. Ivan-Tiwu Copley
- 1.3. Mitzi Nam
- 1.4. Deanne Hanchant-Nichols

Original Recommendation as Printed in the Reconciliation Committee Agenda

THAT THE RECONCILIATION COMMITTEE

1. *Nominates three members of the City of Adelaide Reconciliation Committee to be put forward to the Chief Executive Officer for consideration of appointment to a Project Steering Group for the Kaurna Welcome Art Installation, at least one of whom has significant ties to or is a representative of the Kaurna Yerta Aboriginal Corporation (KYAC).*
- 5.4. Item 6.7 – North Adelaide Golf Course Redevelopment - Consultation under the *Aboriginal Heritage Act 1998 (SA)*

Note: The Reconciliation Committee additionally noted the out of session decision in relation to item 6.7 as resolved on 4 September 2025.

THAT THE RECONCILIATION COMMITTEE

1. Notes that the Minister for Aboriginal Affairs, Hon Kyam Maher MLC, has granted authorisations under section 21 and section 23 of the *Aboriginal Heritage Act 1988 (SA)* as contained in Attachment A to Item 6.7 on the Agenda for the Reconciliation Committee held on 3 December 2025, in relation to the State Government's proposal to redevelop the North Adelaide Public Golf Course to provide conditional approval for ground disturbing works.

THAT THE RECONCILIATION COMMITTEE

1. Notes the following out of session decision as resolved by majority vote of the Reconciliation Committee on 4 September 2025:

THAT THE RECONCILIATION COMMITTEE

1. *Notes the update on the State Government's engagement under the Aboriginal Heritage Act 1988 (SA) relating to North Adelaide Public Golf Course Redevelopment.*
2. *Endorses the submission to the State Government's engagement under the Aboriginal Heritage Act 1988 (SA) relating to North Adelaide Public Golf Course Redevelopment as provided in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee adjourned on 3 September 2025.*
3. *Authorises the Chief Executive Officer, or delegate, to make minor, technical and typographical amendments to the submission to the State Government's engagement under the Aboriginal Heritage Act 1988 (SA) relating to North Adelaide Public Golf Course Redevelopment as provided in Attachment A to Item 6.2 on the Agenda for the Reconciliation Committee adjourned on 3 September 2025, for the purposes of finalising and making the submission.*
4. *Endorses the addition of the following reference to Free, Prior and Informed Consent into the submission to the State Government's engagement:*

'The City of Adelaide has taken important steps to embed Free, Prior and Informed Consent (FPIC) into the organisation's processes, recognising it as a foundation for respectful and equitable engagement with Aboriginal and Torres Strait Islander Peoples. This commitment has set an important precedent.

City of Adelaide's Reconciliation Committee requests that the Government of South Australia follow this lead by embedding FPIC into its own policies and decision-making processes. Doing so would ensure that Aboriginal voices are genuinely included and empowered in shaping outcomes that directly impact their communities, lands, and cultural heritage.'

6. The Committee also received two presentations:
 - 6.1. Item 7.1 – Workshop – Aboriginal Ranger Program
 - 6.2. Item 7.2 – Presentation – Community Wellbeing Strategy Development

DATA AND SUPPORTING INFORMATION

Link 1 – [Reconciliation Committee Public Agenda](#)

ATTACHMENTS

Nil

- END OF REPORT -

Her Majesty's Theatre Commemorative Artwork Formal Proposal

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Community

Program Contact:
Jennifer Kalionis, Associate
Director City Culture

Public

Approving Officer:
Jo Podoliak, Director City
Community

EXECUTIVE SUMMARY

The purpose of this report is to present the final proposal for the commemorative artwork honouring Mr Barry Humphries AO CBE (Mr Humphries) located near Her Majesty's Theatre on Grote Street as requested by Council at its meeting on 26 November 2024. The proposal (**Attachment A**) presents the artwork concept, materials, site integration, technical considerations, budget and delivery framework for Council endorsement.

The City of Adelaide (CoA)'s role is project lead, to progress and manage the commission to ensure compliance with requirements for installation of the bronze sculpture of Mr Humphries by Robert Hannaford AM. Since December 2023 the CoA has collaborated with the Adelaide Festival Centre on the development of the formal proposal. The CoA is also leading further consultation with the Estate and family of Mr Humphries for endorsement of this proposal and has assumed responsibility for artist engagement and installation, with the Adelaide Festival Centre transitioning into a key stakeholder role.

The total cost of the project is \$313,083. The Adelaide Festival Centre Trust and nominees has completed its fundraising, totalling \$107,000 and the State Government has recently contributed \$100,000 in funding to support the project. This report seeks Council's approval for a budget allocation of up to \$106,083 necessary to deliver the project and for the work be incorporated within the 2025/26 Infrastructure Delivery and Capital Works program.

RECOMMENDATION

THAT COUNCIL

1. Approves the proposal for the Her Majesty's Theatre Commemorative Artwork honouring Mr Barry Humphries AO CBE provided in Attachment A to Item 18.1 on the Agenda for the meeting of Council held on 9 December 2025.
2. Approves an allocation of up to \$106,083 from the 2025/26 Public Art Capital Works budget to support detailed design, approvals, fabrication, installation and associated project delivery costs.
3. Authorises the Chief Executive Officer to progress all necessary documentation, agreements and procurement processes required for the delivery and installation of the commemorative artwork, in partnership with the Adelaide Festival Centre and project stakeholders.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community Elevate the City's reputation for exceptional and unique arts and cultural experiences by encouraging and providing arts, culture and events partnerships, grants, and sponsorship opportunities.
Policy	The proposal aligns with the Cultural Policy by celebrating Adelaide's creative identity, honouring significant cultural figures, cultural heritage and enhancing public spaces. The project also delivers a high-quality, site-specific artwork that activates the public realm, supports local artists, and contributes to Adelaide's cultural vibrancy.
Consultation	Consultation includes the Estate and family of Mr Humphries, the Adelaide Festival Centre and Trust, and key project partners.
Resource	The City has engaged a Public Art and Design specialist firm, Exhibition Studios, to develop a proposal, in collaboration with the Adelaide Festival Centre (AFC) and the artist. This specialist team continues to work alongside Administration to oversee the project delivery.
Risk / Legal / Legislative	Given the high-profile nature of the subject and the involvement of a prominent project partner, this initiative has generated significant media and community interest.
Opportunities	New artwork in the city's public realm by Robert Hannaford AM (expanding representation of his sculptural practice in Adelaide) and commemorating cultural heritage at a significant cultural venue.
25/26 Budget Allocation	\$106,083 Public Art Capital in the Infrastructure Delivery Program (2025/26) allocation proposed. The total project cost is up \$313,083 and is made up of contributions from the City of Adelaide, Adelaide Festival Centre Trust, and the State Government of SA.
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	A major commemorative artwork donated to the CoA with an anticipated minimum lifespan of 25 years.
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	The artwork will be registered as part of the CoA public art collection, with a requirement for ongoing protection, care, maintenance, and cleaning over the life of the asset as per Urban Elements Asset Management Plan and City Operations annual budgets.
Other Funding Sources	The Adelaide Festival Centre Trust has raised \$107,000 to date to realise the sculpture through philanthropic fundraising and private contributions. The State Government of South Australia through the Department of Premier and Cabinet has contributed \$100,000 to the CoA to support the project.

DISCUSSION

Background

1. The City of Adelaide (CoA) and the Adelaide Festival Centre have been working collaboratively and in good faith since December 2023 to develop a commemorative artwork honouring Mr Barry Humphries AO CBE (Mr Humphries).
2. This commission recognises his extraordinary artistic contribution and his enduring association with Her Majesty's Theatre, the Adelaide Festival Centre and the CoA.
3. This report outlines the decisions made to date, subject to approval of the next steps, as the project moves into the delivery phases including detailed design, artwork fabrication, installation as part of the 2025/26 Infrastructure Delivery Program.

Council Decisions

4. At its meeting of [12 December 2023](#), Council resolved to:
 - 4.1. *Request Council staff work with the Adelaide Festival Centre Trust and Foundation to progress the manufacture and installation of an artwork to commemorate the long-standing relationship of the late Barry Humphries AO CBE with Her Majesty's Theatre, the CoA and multiple significant heritage conservation projects in Adelaide and South Australia.*
 - 4.2. *Request a report be returned to Council by the end of March 2024 outlining a project plan, final design, and potential for funding between the CoA and the Foundation.*
5. At its meeting of [12 March 2024](#), Council resolved to:
 - 5.1. *Noted that Administration is currently working with the Adelaide Festival Centre and Trust to develop a project plan and proposal for a commemorative artwork celebrating Mr Barry Humphries, AO CBE for Council's consideration.*
 - 5.2. *Acknowledge the fundraising commitment by the Adelaide Festival Centre Trust to purchase a commissioned bronze sculpture.*
 - 5.3. *Assists the Adelaide Festival Centre Trust by managing the commission to ensure compliance with requirements for installation.*
 - 5.4. *Progress investigations of site conditions to facilitate the placement of the artwork, as part of our capital works program.*
 - 5.5. *Notes that Administration will bring a further report to Council following receipt of a formal proposal from the Adelaide Festival Centre.*
6. At its meeting of [26 November 2024](#), Council resolved to:
 - 6.1. *Notes the communications from the Adelaide Festival Centre regarding the Her Majesty's Theatre commemorative artwork opportunity contained in Attachment A to Item 7.5 on the Agenda for the meeting of Infrastructure and Public Works Committee held on 19 November 2024.*
 - 6.2. *Approves the CoA to manage the commission to ensure compliance with requirements for installation of the bronze sculpture of Barry Humphries AO CBE to be located near Her Majesty's Theatre on Grote Street.*
 - 6.3. *Notes the Draft Proposal for Her Majesty's Theatre Commemorative Artwork from the Adelaide Festival Centre as contained in Attachment B to Item 7.5 on the agenda for the meeting of Infrastructure and Public Works Committee held on 19 November 2024.*
 - 6.4. *Notes that Administration will develop a formal proposal for Council's consideration in Q4 2024/25.*

Current Status

7. Since November 2024, the CoA has worked closely with the Adelaide Festival Centre Trust to progress the project from initiation to concept design and formal proposal stages.
 - 7.1. This has included technical investigations, partner negotiations, and engaging Exhibition Studios to support proposal development and ensure the artwork meets Council standards.
 - 7.2. The Estate and family of Mr Humphries have expressed support for the proposed bronze sculpture by Robert Hannaford AM (Hannaford) outside Her Majesty's Theatre, with final endorsement and Council budget approval enabling the artist to proceed with fabrication and installation.
 - 7.3. This report and the proposal (**Attachment A**) provides the artwork and streetscape concept design

(plinth, and plaque), proposed materials and fabrication, risk, and an indicative budget detailing expenditure, income and partner contributions.

7.4. The artist has completed all preparatory work, including the full-size clay sculpture.

Proposal

8. The proposal (**Attachment A**), submitted by Exhibition Studios, meets the requirements of the Public Art Operating Guidelines.
9. The life-sized bronze sculpture of Mr Humphries will be approximately 178 cm and mounted on a plinth, accompanied by a bronze plaque. Final plinth and plaque details, including materials and finishes, will be confirmed with the Estate, the artist, and in line with technical requirements such as public safety and pedestrian movement.
10. The artwork will be in front of the recently developed stepped glazing façade to the left-hand side of the main entrance of Her Majesty's Theatre on Grote Street, offering visibility from both inside and outside the theatre. This location is confirmed as the most viable option following assessment of major inground services and infrastructure, building proximity, pedestrian movement, risk and safety, and time and budget considerations. It has been the subject of detailed investigations due to the presence of significant services and other site constraints in the area.
11. The artist and creative team have focused closely on Mr Humphries' character, physical presence and public persona with the sculpture designed to reflect both his formal presence and his distinctive sense of theatricality expressed through Hannaford's distinctive gestural and textured sculpting style.
 - 11.1. The artwork presents Mr Humphries in a gesture of warm acknowledgement, with an open stance and a raised arm tipping his hat conveying his engaging nature and showmanship.
 - 11.2. His clothing is based on the tailored suits he often wore at public events, softened with a subtle wry expression to reflect the humour and sophistication that were central to his career.
 - 11.3. Mr Humphries is shown with one foot slightly forward to enhance approachability, with his eye line set above pedestrian level to create a natural and engaging relationship with viewers.

Artist and Creative Team

12. The artist commissioned by the Adelaide Festival Centre and Trust is renown South Australian artist and sculptor, Robert Hannaford AM (Hannaford) ([Link 1](#)) (b. 1944), a celebrated and award-winning artist who has been a finalist in the Archibald Art Prize over 25 times and painted portraits of many significant public figures. Several of Hannaford's major sculptural works are in the city's public realm.
13. To support the commission, the City of Adelaide has appointed Exhibition Studios ([Link 2](#)) to provide technical design services and collaborate with the artist through to installation. Led by Managing Director Karl Meyer, Exhibition Studios is one of Australia's leading public art and design firms, known for combining artistic, sculptural, and engineering expertise to deliver innovative and engaging works in public spaces.

Budget, Contributions and Cost Breakdown

14. As outlined in **Attachment A**, the total budget for this project is estimated at \$313,083. The total budget includes design and various contingencies, ensuring flexibility and effective risk management throughout the project lifecycle.
15. Of the total budget, \$106,083 will be allocated from the 2025/26 Public Art Capital budget, for artwork installation, including project management, site preparation, lighting, electrical and civil works, traffic management, permits, and final handover. Exhibition Studios have allocated \$33,003 within their opinion of cost to mitigate any risks such as design issues, latent site conditions, delays, inflation and scope changes, ensuring flexibility for unforeseen costs.
16. The Adelaide Festival Centre Trust has raised \$107,000 through private benefaction and philanthropy, which covers all preparatory work completed to date, including the maquettes, design and studio development, moulds and plaster cast, and the life-size clay sculpture with its internal structure.
17. In July 2025, the State Government contributed \$100,000 to the CoA to deliver this commemorative project through the Department of Premier and Cabinet.
18. The total commissioning cost for the final artwork by Hannaford is \$153,000. This covers the full design and creation of the life-size bronze sculpture, including maquettes, all design and studio work, plaster casts and moulds, sculpting of the clay figure with internal structure, and the final silicone mould, bronze casting, colouring, waxing and stainless-steel mounting points. This artist commissioning cost will be met through a contribution of \$107,000 from the Adelaide Festival Centre Trust and \$46,000 from the project contribution by the State Government.

19. The \$54,000 remaining from the State Government project contribution will be allocated to the artwork's delivery, installation and technical support required.

Next Steps

20. With Council approval, the project will progress to detailed design, engineering and required approvals, followed by fabrication and installation, with technical input from CoA teams including Creative City, Infrastructure Delivery, Technical Design, Public Realm and Asset Management.
21. The works will be incorporated into the CoA's Infrastructure Delivery Program for FY 2025/26, project updates and milestones will be shared with Council and key stakeholders.
22. Following installation and any defect rectification, the artwork will be formally handed over to Council and become a managed asset within the CoA's public art collection. The CoA will work with the Estate, the Adelaide Festival Centre and the creative team to plan the unveiling event.

DATA AND SUPPORTING INFORMATION

Link 1 - [Robert Hannaford AM Website](#)

Link 2 - [Exhibition Studios](#)

[Councillor Noon – Motion on Notice - 12 December 2023](#)

[City Community Services and Culture Committee Report - 5 March 2024](#)

[Infrastructure and Public Works Report - 19 November 2024](#)

ATTACHMENTS

Attachment A – Formal Concept Proposal – Her Majesty's Theatre Commemorative Artwork by Exhibition Studios

- END OF REPORT -

exhibition studios are imaginative leaders in **creation, design and construction**. passionate about ideas, our team combines **creative** and **technical skills** to create **innovative concepts** which bring places, collections, ideas and stories to **life**.

City of Adelaide
Her Majesty's Theatre Commemorative Artwork

Proposal 1.0

Exhibition Studios

28.11.25

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Executive Summary

pg 3

The City of Adelaide, in partnership with the Adelaide Festival Centre Trust (AFCT), is commissioning a permanent sculptural public artwork honouring Barry Humphries AC CBE (1934-2023), currently being developed by renowned South Australian artist Robert Hannaford AM.

The project supports the City's Strategic Plan 2024-2028 and celebrates Humphries' legacy and long-standing connection to Her Majesty's Theatre.

A fundraising commitment has been undertaken by the AFCT and Foundation to purchase a commissioned bronze sculpture.

On 27 July 2025, the State Government made a commitment of \$100,000 to support the undertaking of this project.

This proposal to City of Adelaide Council is for consideration of the sculpture, currently presented at Concept Design stage.

The City of Adelaide and the Adelaide Festival Centre Trust are commended for this special partnership designed to enhance the city's public art landscape. It will also contribute to Adelaide's reputation as one of the most vibrant arts, culture and creative cities in Australia.



Proposal 1.0

Her Majesty's Theatre Commemorative Artwork

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exhibition studios

a 19-21 Erudina Avenue Edwardstown, SA 5039
t +61 8 8177 1522 w exhibitionstudios.com

Introduction

Background

The sculpture will honour Barry Humphries' long association with the Adelaide Festival Centre and his special connection to Her Majesty's Theatre, which began in 1953. Over the years, he presented eleven shows at the venue, debuting his iconic character Edna Everage there in 1965. Dame Edna Everage is also recognised as part of the Walk of Fame at the Adelaide Festival Centre.

Beyond his contributions to the arts, Humphries was a patron of Her Majesty's Theatre's redevelopment fund and an advocate for heritage conservation projects in Adelaide and South Australia, including the preservation of Queen's Theatre, one of Adelaide's oldest surviving buildings and the oldest theatre on the mainland.

The proposed sculptural artwork will be a permanent tribute to Barry Humphries' legacy, inviting visitors and passers-by to stop, engage, and experience his story.

Barry Humphries Sculpture

The Adelaide Festival Centre Trust (AFCT) has directly engaged eminent South Australian artist and sculptor, Robert Hannaford for the concept and design of the sculpture. The realised bronze sculpture is being coordinated by AFCT including all correspondence, contracting, liaison, and interface with the project. Currently the technical and installation services Opinion of Probable Cost (OPC) for implementation has been provided by Exhibition Studios.

Endorsement from the Estate of Barry Humphries is currently being sought through the City of Adelaide and the Office of the CEO.

Location

City of Adelaide has been closely involved in identifying the ground services and site discussions regarding pedestrian traffic and setbacks.

With consideration to the potential sites and relationship to the building façade, three were identified and investigated, in assessment of major inground services and infrastructure, building proximity and pedestrian traffic options where limited. The identified stepped glazing façade to the west of Her Majesty's theatre main entrance is now the primary location.

The location sits in front of the western glazed section with high externally and internal visibility.

The life-sized bronze sculpture of Barry Humphries will be 178 cm high and rest on a proposed 15 cm plinth. The plinth is proposed to be 15 cm high, Ø100cm and incorporated a simple treatment that celebrates the character he played.

Set off from the glazing the sculpture can be viewed from 360° including from with Her Majesty's theatre.

The circular raised plinth delineates the edge of the sculpture and addresses the extended arm and hat to ensure compliance, is detectable at ground level for vision impairment and set back from travel paths.



Barry Humphries

Sculpture Subject

The artwork will honour Barry Humphries' long association with the Adelaide Festival Centre and his special connection to Her Majesty's Theatre, which began in 1953. Over the years, he presented eleven shows at the venue, debuting his iconic character Edna Everage there in 1965. Dame Edna Everage is also recognised as part of the Walk of Fame at the Adelaide Festival Centre.

Beyond his contributions to the arts, Humphries was a patron of Her Majesty's Theatre's redevelopment fund and an advocate for heritage conservation projects in Adelaide and South Australia, including the preservation of Queen's Theatre, one of Adelaide's oldest surviving buildings and the oldest theatre on the mainland.

The proposed sculptural artwork will be a permanent tribute to Barry Humphries' legacy, inviting visitors and passers-by to stop, engage, and experience his story.



Proposed Artwork

Concept Description

Sculpture and Materiality:

- A life-size realistic sculpture honouring Barry Humphries, an Australian comedian, actor, author, satirist and respected patron of Her Majesty's Theatre's redevelopment fund.
- To be cast in bronze by Tim Thomson, Adelaide Hills foundry

Figure and Expression:

- The sculpted figure conveys a posture of formal acknowledgement and open gesture.
- The detailed portrait in pencil featured on page 7 is indicative of the facial features intended for the life-size sculpture.
- His archetypal lifting or tipping his hat with a flourish, reflects his greeting which was part his comedic gesture. This is captured within the figurative movement including the arm raised high with a slight lean of the torso, emphasising showmanship.
- Dressed in tailored suits with polished shoes, he stood with a sense of sophistication with shoulders back, chest slightly forward projecting confidence. The formality of his dress was often paired with a playful stance or wry facial expression, softening the seriousness of the outfit.

Please note, the computer-generated images in these pages are based on the preparatory maquette created in clay by the artist (featured on pages 8-9).

The renders are representative of the final sculpture only, and do not include any detailed work around the subject's general features, expression, clothing, hands or shoes. The lifesize sculpture will be cast in bronze.

Posture:

- The archetypal hat favoured by Mr Humphries for general and high-profile events is held extended and captures formal etiquette and acknowledgement, including his formal clothing selection within the sculpture form.
- He stands with one foot forward, emitting a sense of gentle presence and engagement with the viewer.
- Mr Humphries will face away from the building facade, looking out toward the public.
- With his eye line just above pedestrian level, Mr Humphries will feel connected to the observer/viewer.

Dimensions:

- The sculpture alone will be true to Mr Humphries height plus 10% sculptural scaling, resulting in a sculpture height of approximately 178 cm.
- The sculpture will be positioned on a proportionately sized circular Ø100cm raised approximately 15cm high on the plinth.
- The total height of the sculpture, including plinth will be approximately 193 cm.



Proposed Artwork

pg 7

Concept Sketches



Preparatory sketches by the artist are included to illustrate the line and stance intended for the life-size sculpture.

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Her Majesty's Theatre Commemorative Artwork

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Proposed Artwork

Concept Maquette

pg 8



Proposed Artwork

Concept Maquette

A preparatory maquette created in clay by the artist.
A maquette is a small sculpture created to determine the overall stance and feeling of the proposed life-size work and is not considered to be a ‘finished piece’.

Maquette 1



Maquette 2



Proposed Artwork

pg 10

Visualisation

Note:

- Exact location is provisional and subject to latent conditions. Some minor flexibility will be required.



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Artists & Artwork Team

Robert Hannaford AM – Artist

Robert Hannaford AM

b. 1944

Robert Hannaford AM (b.1944), grew up on his family farm near the small South Australian town of Riverton before working as political cartoonist for the Adelaide Advertiser from 1964 to 1967. In 1969 he won the inaugural AME Bale Scholarship, taking up painting full-time in 1970 with the encouragement of the veteran South Australian portraitist, Sir Ivor Hele.

A painter and sculptor from life – landscapes, portraits, still-life, nudes and the natural world – Hannaford has been a favourite in both the Archibald Prize – in which he has been a finalist twenty-six times, and won the People's Choice Award three times – and the Doug Moran Portrait Prize, which he won in 1990.

Hannaford works in a studio in Riverton, where he has painted hundreds of portraits, his easel placed beneath a skylight that enables him to exploit the full range of daylight.

Much in demand as an official portraitist, he painted the Historic Memorials Committee's official prime-ministerial portrait of Paul Keating and the official Centenary of Federation painting that now hangs in Parliament House alongside Tom Roberts' 'Big Picture'. Other key portraits of notable Australians include Robert Dessaix, Lowitja O'Donoghue, Dame Joan Sutherland and Tim Flannery.

Hannaford is highly regarded for his sensitive and intuitive sculptures, including those of Don Bradman at Adelaide Oval, Queen Elizabeth II outside Government House, Adelaide, Sir Hans Heysen in Hahndorf, Roy Rene on Hindley Street, Adelaide, and the Aboriginal and Torres Strait Islander War Memorial on Victoria Drive, Adelaide.

In 2007 John Neylon wrote a book on Robert Hannaford entitled Robert Hannaford – Natural Eye (Adelaide, Wakefield Press, 2007)

In 2015 the Art Gallery of South Australia showed more than two hundred of his works in the solo exhibition Robert Hannaford.

In recognition of his contributions to the arts, Hannaford was awarded the Centenary Medal and appointed a Member of the Order of Australia.

A Selection of Sculpture Commissions

- 2000 – Sir Donald Bradman, ‘Cover Drive’ – Adelaide Oval
- 2010 – Bronze Sculpture Roy Rene – Adelaide City Council
- 2012 – Bronze Sculpture Simpson and His Donkey – Defence Force Health Services
- 2013 – Bronze Sculpture of Aboriginal and Torres Strait Islander War Memorial
- 2015 – Bronze Bust of Sir William Bragg – North Terrace, Adelaide
- 2017 – Ngadjuri Woman and Child – Riverton, SA
- 2018 – Gawler War Memorial – Gawler, SA
- 2021 – Queen Elizabeth II – Government House, Adelaide
- 2023 – Bronze Sculpture of Sir Hans Heysen – Hahndorf, SA

A Selection of Portrait Commissions

- 1972 – Sir Donald Bradman – Marylebone Cricket Club
- 1977 – Dame Joan Sutherland – Elizabethan Theatre Trust
- 1978 – Sir Thomas Playford, Premier SA
- 1980 – John Jefferson Bray – University of Adelaide
- 1997 – Paul Keating – Parliament House, Canberra
- 2000 – Sir William Deane, Governor of Australia
- 2000 – Bob Hawke – Oxford University and The University of South Australia
- 2001 – Jack Munday – Sydney Living Museums
- 2001 – The Centenary of Federation 2001, Commissioned by The Australian Government
- 2006 – Lowitja O’Donoghue – National Portrait Gallery, Canberra
- 2007 – Michael Jeffrey, Governor of Australia
- 2007 – John Bannon, Premier of SA – St Marks College, North Adelaide
- 2015 – Governor de Jersey – Governor of Queensland

- 2018 – Michael Chaney – Chancellor of University WA
- 2023 – Stephen Gerlach – Chancellor of Flinders University
- 2024 – Hon. Rod Matheson – St Marks College, North Adelaide

Recognition, Honours and Awards

- 1969 – Inaugural Winner of The Ame Bale Residential Art Scholarship Melbourne
- 1990 – Winner Doug Moran Portrait Prize
- 1992 – People’s Choice Award, Archibald Prize – Professor Hugh Stretton
- 1996 – People’s Choice Award, Archibald Prize – Self-Portrait
- 1998 – People’s Choice Award, Archibald Prize – Academic Rolf Prince
- 1998 – Inaugural Winner of The Fleurieu Art Prize
- 2001 – Centenary Medal
- 2014 – Lifetime Achievement Prize at Ruby Awards SA
- 2014 – Member of The Order of Australia
- 2024 – Flinders University Award of Doctor of The University Honoris Causa

Examples of artists work are included in Appendix A.

Artists & Artwork Team

Karl Meyer – Collaborating Artist

Karl Meyer is an Australian based artist/designer with a track-record in creating and developing artworks and sculptures over the past decade.

A fascination with the “evolution of ideas, and how they influence people and the physical environment”, led Meyer to study Industrial Design in the early 1990’s.

He has blended his art practice with his proficiency as an industrial designer and has a reputation for bringing originality and fascination to his approaches, always encouraging engagement, interaction and a sense of curiosity to the work.

Meyer is the Managing Director of two companies; Exhibition Studios and Urban Objects. He has completed major commissions in South Australia, Western Australia, Australian Capital Territory, New South Wales and Queensland. Meyer uses the physical form of sculpture as a medium to engage people within the environment, stirring the imagination, and giving them pause to reflect on their surroundings. He is recognised for creating whimsical and thought-provoking works, bringing originality and inviting enquiry.

Qualifications:

Bachelor of Design (Industrial Design) - University of South Australia

Directorships:

- Exhibition Studios Pty Ltd
- Urban Objects Pty Ltd

Professional Memberships:

- Fellow of the Design Institute of Australia (FDIA)
- NAVA - The National Association for the Visual Arts
- Museums Australia
- Guildhouse

Recent Exhibitions:

- 2024 Brighton Jetty Sculptures (SA)
- 2023 Good Things Small Packages (SA)
- 2023 Heysen Sculpture Biennial (SA)
- 2022 Brighton Jetty Sculptures (SA)
- 2021 SWELL Sculpture Festival (QLD)
- 2021 Strand Ephemera (QLD)
- 2021 Sculptures in the Vineyard (NSW) - Virtual
- 2021 Sculptures by the Sea, Cottesloe (WA)
- 2021 Edge of Darkness, Brisbane Institute of Art (QLD)
- 2020 Lisa McGuigan Wines, Hunter Valley (NSW)
- 2020 Signal Point, Goolwa - Group Show (SA)
- 2020 SWELL, Westerly (QLD)
- 2020 Sculptures in the Vineyard (NSW)
- 2020 Hahndorf Academy - Group Show (SA)
- 2020 Patritti Brighton Jetty Sculptures (SA) *Award - Best outdoor sculpture*
- 2019 Sculpture by the Sea Bondi (NSW)
- 2019 SWELL Sculpture Festival (QLD) *Award - Artist Peer Award*
- 2019 SALA - Government House (SA)
- 2019 Strand Ephemera (QLD) *Award -People’s Choice Award*
- 2019 Sculpture by the Sea Cottesloe (WA)
- 2019 Heysen Sculpture Biennial (SA)
- 2019 Brighton Jetty Sculptures (SA)
- 2019 Art Park - Sculpture on the Wharf - Woolloomooloo (NSW)
- 2018 SWELL Sculpture Festival (QLD) *Award - Artist Peer Award*
- 2018 SALA - Centennial Park Sculpture Walk (SA)
- 2018 Landfall - Lorne Sculpture Biennale (VIC)
- 2018 Brighton Jetty Sculptures (SA) *Award - Best outdoor sculpture*

Recent Commissions:

- 2025 City of Mitcham - ‘Charlie & Bella’ (SA)
- 2025 Adelaide Airport / Guildhouse - ‘Hoo-Roo’ (SA)
- 2024 City of Marion - ‘From Pebbles to Pillars’ (SA)
- 2024 MOD. - ‘Star Dreaming in Motion’ (SA)
- 2024 City of Holdfast Bay - ‘Witawartingga (SA)
- 2024 Flinders University - ‘Yamalaitji ngurikawi wurri’ (First blossom acacia seed) (SA)
- 2024 Adelaide GPO - ‘Tempus Edax Rerum’- Time, Devourer of all Things (SA)
- 2024 Adelaide GPO - ‘Embraced Voussoir’ (SA)
- 2024 City of Adelaide - ‘Motional’ (SA)
- 2023 City of Adelaide - ‘Place of Reflection’ (SA)
- 2023 MOD. - ‘Neural Nexus’ (SA)
- 2023 City of West Torrens - ‘Third Quarter’ (SA)
- 2022 Grosset Wines - ‘Gaia’ (SA)
- 2022 Renewal SA / LOT14 - ‘Winds of Change’ (SA)
- 2021 Kangaroo Island Sculpture Trail - ‘Resilience’ (SA)
- 2021 Parramatta Rd Public Art - ‘Moto Baccio’ (NSW)
- 2021 Millicent Entrance Artwork - ‘Dynamics’ (SA)
- 2021 Carers SA Public Artwork - ‘Câlin’ (SA)
- 2021 Quentin Kenihan Playspace - ‘sQuiggle’ (SA)
- 2021 Centennial Park Café - ‘Ethereal’ (SA)
- 2020 ‘Puru Yuwanthi’ (Still Standing) & ‘Purruna Martinthi’ (To Cradle Life) (SA)
- 2020 City of Burnside - ‘Constable Hyde Memorial’ (SA)
- 2020 City of Prospect - ‘Threads in Motion’ (SA)
- 2019 City of Holdfast Bay - ‘Imprints of Time’ (SA)
- 2019 City of Victor Harbor - ‘Elemental’ (SA)
- 2018 Victor Harbor Turntable Project - (SA)
- 2018 Centennial Park Cemetery - ‘Connection’ (SA)
- 2018 City of Port Adelaide Enfield - ‘Spirited’ (SA)

Recent Awards:

- 2024 AILA SA Award of Excellence (Small Projects)
- 2024 AILA National Landscape Architecture Award for Small Projects
- 2020 Department of Premier & Cabinet Major SA Commission
- 2020 ALA SA Award 2020 - Minda Coast *'Award of Excellence for Parks and Open Space'*
- 2020 Brighton Jetty Sculptures (SA) *'Winner of Best Outdoor Sculpture'*
- 2019 SWELL Sculpture Festival (QLD) *'Winner of Artist Peer Award'*
- 2019 Strand Ephemera Sculpture Festival (QLD) *'Winner of People’s Choice Award'*
- 2018 Brighton Jetty Sculptures (SA) *'Winner of Best Outdoor Sculpture'*
- 2018 SWELL Sculpture Festival (QLD) *'Winner of Artist Peer Award'*
- 2018 Sculpture for Sight *'Winner 2018'*
- 2019 Australian Interior Design Award *'Best in State 2019'*
- 2019 ASPAC Creative Science *Communication Award*
- 2018 Design Institute of Australia Built Environment Education - Gold *'Birds and Bees' Exhibit*

Artists & Artwork Team

Exhibition Studios – Artwork Team

ES has brought together a group of people who all share a common goal: to be creative in design and implementation of engaging experiences. Our creative team offer unique solutions which excite and challenge.

Core to ES’ expertise in artworks, sculptures and exhibits is a diverse and experienced team that combines technical and engineering expertise with a strong understanding of aesthetics, design, and an appreciation of engagement in the public space. Our works include design, working with heritage listed environments and responding in a sensitive manner to cultural constraints. The ES team presents a distinct advantage in being able to offer planning and design in tandem with full implementation.

ES’ Studio (220m²) and Workshop (680m²) combines the creative arts, together with industrial and graphic design, digital development & electronics, lighting, mechanical & technical engineering, fabrication and project management. This multidisciplinary approach brings together creativity, form and function to produce reliable robust and durable public works. We constantly strive to improve through refinement and innovation and have a variety of techniques to activate and animate public spaces. Our in-house expertise is complemented by our specialist production staff who have a wealth of diversity and experience, skills and knowledge.

Our team understands the need for full risk management and assessment. Many of our works are created for the public environment and call for risk mitigation and whole of life considerations. All works are thoroughly tested in our workshop prior to installation to ensure compliance to the high standards required. Having completed elevated

works for public outdoor spaces we are familiar with the appropriate Australian Standards and health and safety considerations, working with materials that are durable, robust and of a high quality. Consideration is also given to minimising the whole of life ongoing maintenance and cleaning requirements.

We pride ourselves on our ability to capture the essence of the client’s vision, often beyond that which is articulated in the brief, and realising that vision in innovative ways. We are passionate about creating responses, transforming a space to provide unique experiences which engage the visitor in a compelling and memorable way, while meeting the rigorous and quality requirements for the public environment.

Through risk management and best practise our structured approach to projects promotes concise decision making, and effectively improves performance and delivery of key outcomes, and highlights issues as they arise.

Our structured approach ensures:

- open communication, clear understanding of roles and responsibilities
- consistent accountability
- dependable stakeholder relationships
- minimising risk and maximising opportunity
- management of quality is maintained

We understand, we will be responsible for ensuring all works are carried out efficiently for practical completion.

“Our focus on linking the needs of the target audience with your communication goals enables us to create experiences that communicate with style, intelligence and clarity.”

ES adheres to the following principles:

Value for money

Our focus is on affordability and we have a proven record in providing value for money through maximising savings for our clients.

This is achieved by using well-developed methodologies, internal control process and a firm understanding of the financial reality when conceptualising an idea and developing the fabrication.

Probity is assured through our open-book policy, ensuring transparency and accountability.

Technical solution

Our team takes a holistic approach to the way an exhibit is conceived, designed, made and installed, striving to constantly improve through refinement and innovation. Our in-house design expertise is complemented by our specialist production staff who provide a wealth of diversity and experience, skills and creativity.

Whole of life considerations

The durability and robustness of an artwork in a public space is tested and approved during the design and production stages. Support and maintenance can be provided if required.

Work Health & Safety

We respect and adhere to the requirements of Work, Health and Safety legislation.

Quality

We are committed to the principle that to achieve success in a global economy, industry must provide quality goods and services with competitive efficiency.

Our quality policy states:

ES has made a commitment to pursue excellence in all aspects of the Company’s business and we have established formal procedures for manufacturing and all related activities, in order to attain the following objectives:

- a) To achieve and sustain a quality of product and service to meet our client’s stated or implied needs;
- b) To instil confidence to our clients that the intended quality is, and shall continue to be, achieved in the delivered product or service;

“ES’ quality systems shall provide the basis for working in a systematic manner, through formalised procedures and processes designed to minimise the occurrence of deficiencies.”

Examples of previous works are included in Appendix A.

Exhibition Studios Projects

exhibitionstudios.com/projects-exhibition-studios-exhibition-design/

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Nominated Location

Services

A - Nominated project location

Site Evaluation

The identification of extensive underground services substantially constrains feasible site locations. The presence of a large SAPN access pit, combined with Telstra and NBN infrastructure, necessitates maintaining prescribed electrical and service clearance zones to avoid protracted utility negotiations. It should be noted that, even with engagement and negotiation, approvals for works within proximity to these assets may not be granted.

ELEC

WATER

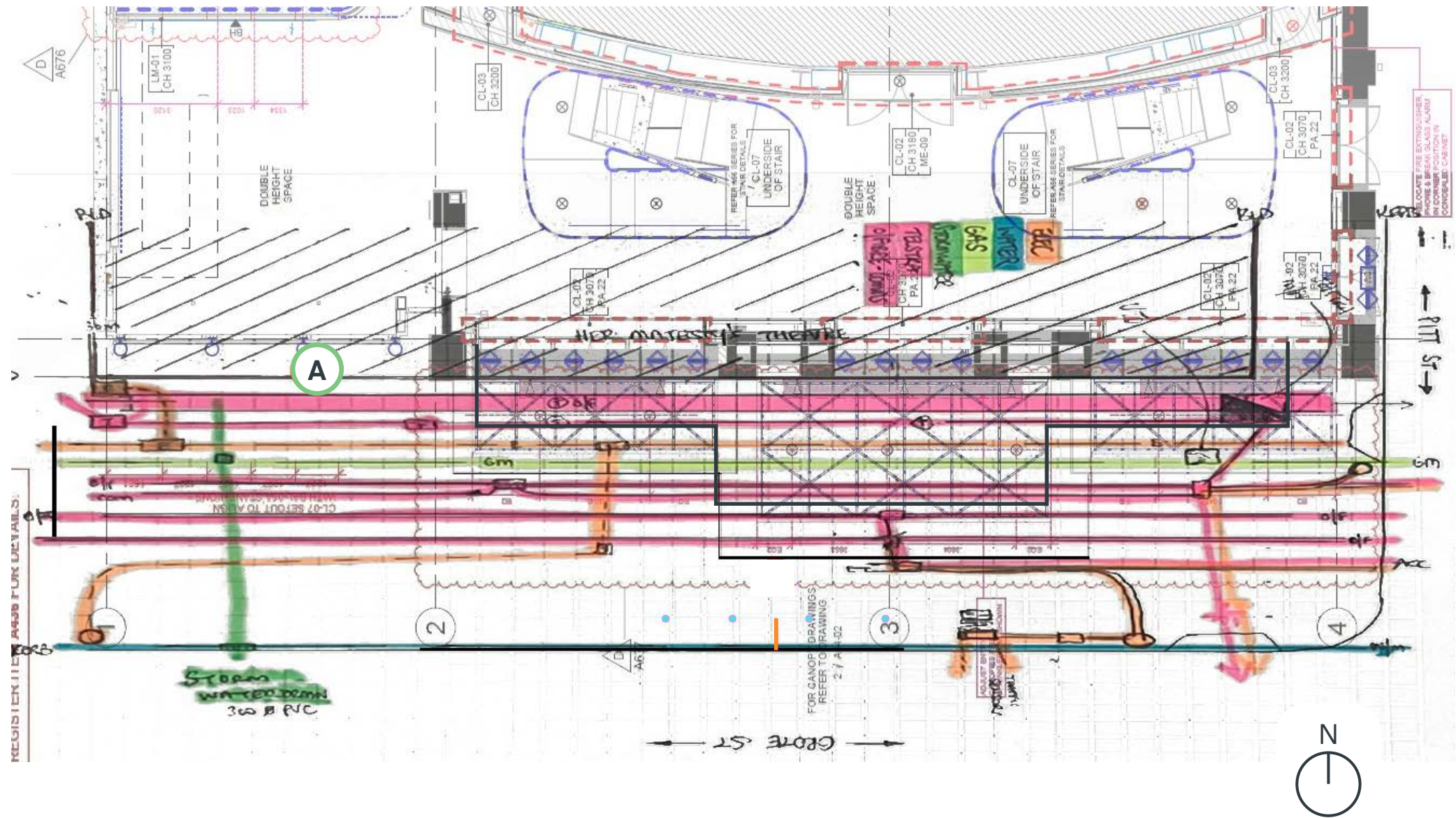
GAS

STORMWATER

TELSTRA

0/FIBRE-COMMS

- - Provisional bollards
- CoA Adelaide Design manual minimum required car door opening clearance



Plinth & Plaque

pg 16

Details

Artwork Plinth:

- The plinth diameter will be 100 cm, with a lower edge shadow line to allow discrete detailing for the site integration with a slate grey expansion joint between the existing ground finishes.
- The material choice for the plinth will be precast concrete with sealed mottled aggregate.
- A featured brass edge detailing reflects building features and colour scheme.
- Comply with the relevant provisions of AS1428.1 Design for Access and Mobility.
- Please see the following explorational options, with the Artist having a strong preference for a circular plinth.

Attribution Plaque:

- A ground plaque will inset into the horizontal ground plan in immediate proximity to the plinth. The final plaque content will be coordinate between the AFC, City of Adelaide and the Estate of Barry Humphries, with assets provided to the Fabricator.



Plinth option 1 - Artist's Preference

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Plinth & Plaque

pg 17

Plinth Options



Option 1 - Artist's preference

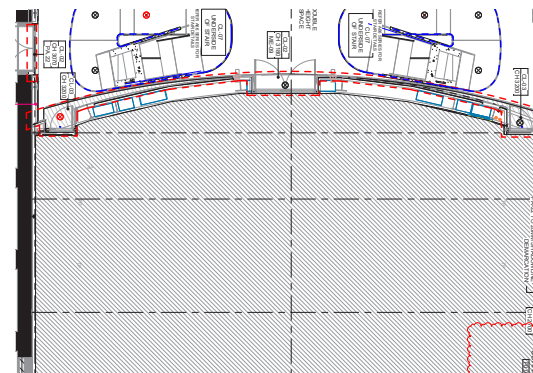
- Standard circle plinth

Option 2

- Square with edge detail
- Visually aligns with building cornerstones

Option 3

- Plinth shape mimics the curve used in design of building



Option 4

- Semi-circle plinth, inspired by the arches in the building
- Brass edge detail aligns with brass building features

Option 5

- Semi-circle plinth, inspired by the arches in the building
- Brass edge detail aligns with brass building features
- Mottled top surface inspired by Dame Edna's glasses



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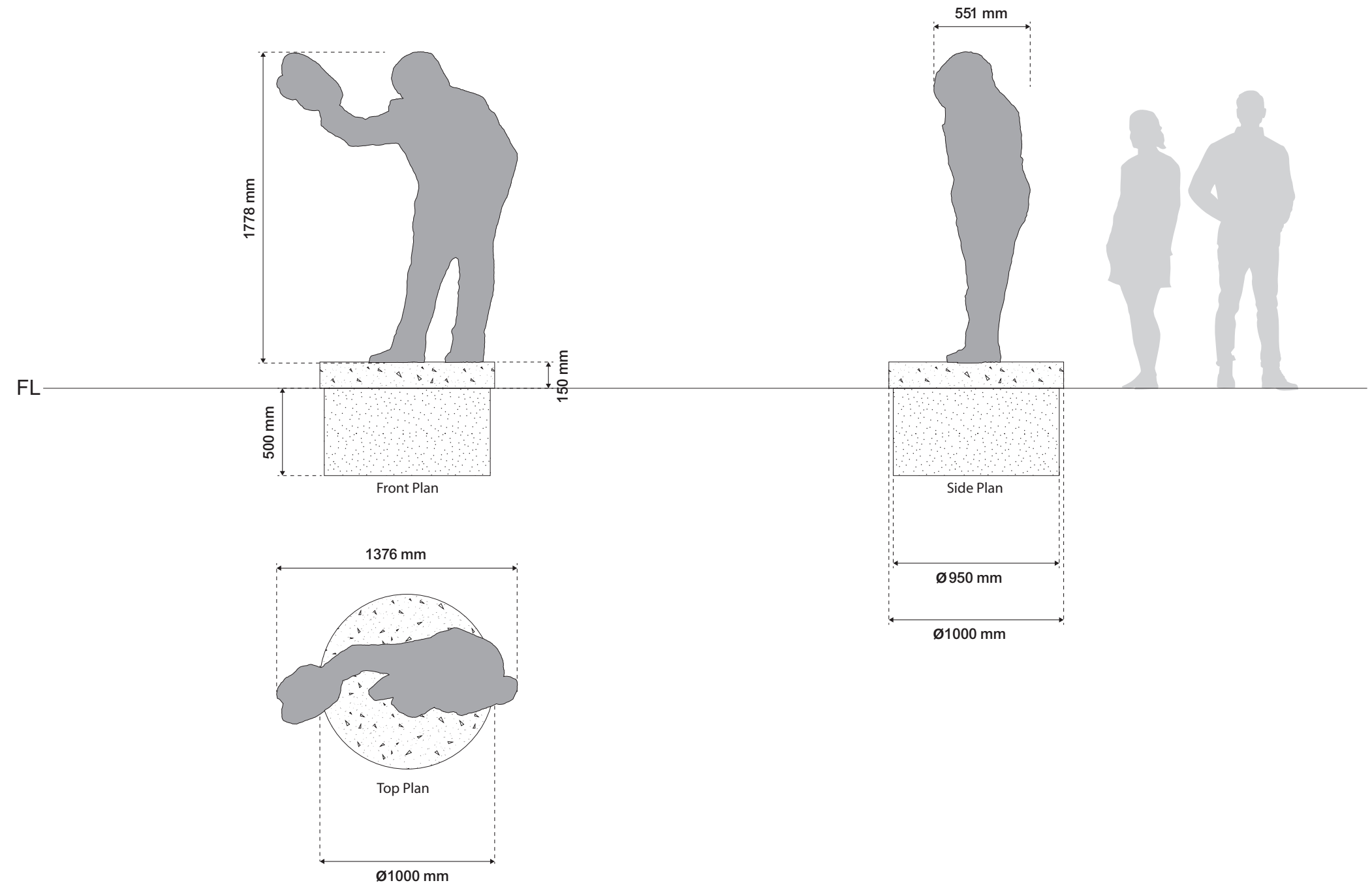
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Elevations

pg 18

Front & Side Elevations

- It is proposed a focused zoom spotlight casts a crisp circular shadow around Barry Humphries' figure, evoking the theatrical spotlight of his stage career and symbolising his enduring presence in the world of performance.
- The current concept proposes a single LED tunable white projector with a spherical zoom spot. Rated to IP66, Class I, IK07. Marine-grade, die-cast aluminium alloy in black.
- The mounting of the light fitting is proposed to be secured to edge of the existing porch ensuring illumination of the sculpture.
- The permanent 240V power supply and metering is proposed from AFC mains, and have an integration timer for evening illumination and general security.



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Maintenance & Safety

Material & Safety Considerations

Material considerations

The sculpture will be designed with long-term durability and minimal maintenance requirements. The use of high-quality silica bronze ensures exceptional resistance to corrosion, weathering, and environmental pollutants, consistent with other Hannaford works within the CBD, which are well suited to unsupervised outdoor public 24/7 environments.

Surface treatments and detailing have been developed to minimise water pooling, discourage debris accumulation, and support straightforward cleaning using non-invasive methods. The base elements and adjacent finishes will also be selected to resist graffiti, staining, and mechanical damage.

Drainage will be incorporated within the hat to ensure the pass through of water and small debris.

A penetrating outdoor-grade sealant such as Miraseal Enhance will be applied to the concrete surfaces to protect against water and oil ingress, enhance colour, and reduce long-term maintenance, while retaining slip resistance and breathability.

Maintenance access requirements, material junctions, and whole-of-life considerations will be further refined during the detailed design stage, ensuring the artwork remains structurally sound, visually intact, and cost-efficient to manage over an enduring lifespan.

Anti-skate

The proposed Ø100cm, 15cm high plinth has been assessed under CPTED principles. Its compact footprint, profile, and central sculptural element make it unsuitable for skateboarding or prolonged sitting.

No anti-skate elements to the edge of the plinth are proposed at this stage. The design will be reviewed during detailed design if site-specific risks or stakeholder feedback warrant further mitigation.

Bird Fouling

Bronze sculptures installed in outdoor settings can be vulnerable surface degradation and discolouration from bird droppings (uric acid) if left untreated. The sculpture will be finished with a barrier coating against environmental contaminants following the foundry patination process consistent with other Hannaford works.

Safety in Design

The works will comply with all relevant Australian Standards, building codes and codes of practice.

Specifically, in terms of the need for public safety (climbing, entrapment, dangerous protrusions, sharp edges, structural integrity etc) in development of the work.

ES will undertake key design reviews and mitigate all manageable risks through the concept refinement, detail design, fabrication and installation stages.

Formal assessments and review process will be undertaken with key stakeholders to ensure the public's safety and operational requirements are understood and accepted.

We will comply with the following documents, guidelines and standards where applicable:

- The Disability Discrimination Act;
- The National Construction Code (NCC);
- Relevant Safety & Australian Standards (in particular AS1428 - Design for Access & Mobility);
- Crime Prevention through Environmental Design (CPTED) Guidelines;
- Obtain Structural Engineering Certification; and
- Any WHS requirements.

Universal Access Statement

The sculpture and plinth have been designed with consideration for relevant provisions of AS1428.1 Design for Access and Mobility.

The surrounding pavement will provide a continuous accessible path of travel (CAPT) free from steps, abrupt changes in level, or obstructions, ensuring safe and dignified access for wheelchair users and those with limited mobility.

Vision impairment provisions includes tactile cues and appropriate tonal contrast between materials to support edge identification. The form, height, and approach zones consider legible, safely navigable, and allow some level of tactile engagement.

Maintenance & Safety

Risk Assessment

No.	Hazard Identification		Initial Risk Assessment			Mitigation / Elimination Strategy	
	Hazard Type	Description	Likelihood	Consequence	Risk Level	Action	Who
1	Cuts, bruises	Sharp edges or protrusions	Unlikely	Minor	4	Design uses smooth, rounded forms	Fabricator
2	Fall	Public climbing or misuse	Possible	Moderate	9	Tiered pedestal design deters climbing. Statue height = no more than 4-foot	Fabricator
3	Collision	Obstruction to public path	Rare	Minor	2	Located to the side, away from the main thoroughfare	Installer
4	Nighttime collision	Cyclists and other users colliding with object	Possible	Moderate	9	Integration of night lighting - highly visible at night	Installer
5	Cuts or injury	Sharp edges or protrusions	Rare	Minor	2	Statue on pedestal, mounted on low profile round plate	Fabricator, Installer
6	Vandalism	Vandalism or graffiti	Possible	Minor	6	Graffiti-resistant bronze, lighting, good sightlines	Fabricator, Installer, CoA
7	Weather impact (wind, corrosion, etc)	Potential long-term deterioration affecting safety	Rare	Moderate	3	Weather-resistant bronze, robust footing, periodic inspection	Fabricator, Installer, CoA

Budget

Sculpture, Detail design, Fabrication & Freight

Item	Cost (Ex. GST)
Sculpture	Fixed
3x Maquettes (Robert Hannaford)	\$30,000
Moulds and plaster casts (by Tim Thompson)	\$6,000
Lifesize clay sculpture by Robert Hannaford (1.78m)	\$64,000
Casting (Tim Thompson)	\$53,000
Subtotal	\$153,000

Item	Cost (Ex. GST)
Design Development (by Exhibition Studios) incl:	
Project Management / Coordination	\$2,350
Artist / Foundry Studio Review & Consultation	\$1,250
Detail Design Documentation / Specifications	\$11,650
SID Register & Detailed Fab & Install Programme	\$650
Potholing / Site Controls / Localised Remediation	\$5,250
Engineering / Reporting / Reviews	\$7,800
Lighting Design / Electrical / Hardware Specification	\$2,450
Material Samples & Finishes	\$450
Detailed Costing - 100% DD / IFC	\$1,350
Subtotal	\$33,200
Fabrication / Integration (by Exhibition Studios) incl:	OPC
Project Management / Coordination	\$1,400
Crane / Freight / Handling - Bronze	\$1,950
Precast Plinth / Detailing & Surface Finishing	\$11,000
Attribution - Bronze Plaque	\$3,800
Workshop Bronze Integration & Test Fitments	\$4,400
Workshop Commissioning / Packing & Handling	\$3,100
Subtotal	\$25,650

- ^ Notes:**
- OPC is an Opinion of Probable Cost provided by Exhibition Studios.
 - The above budget currently excludes fees for the development of the sculpture.

- The estimate includes the following contingency allowances:**
- Design Development Contingency (8%) which allows for issues that will arise during the design and documentation period as the design team develops the design through to 100% documentation / IFC
 - Contract Contingency (10%) which allows for issues that will arise during the contract period including for latent conditions, design errors and omissions, design changes, client changes, extension of time costs and provisional sum adjustments.
 - An escalation allowance of 3.0% PA, to allow for rise and fall in costs from the stated base date of the estimate.
 - Client Contingency / Risk Allowance at (5%) OPTIONAL-reserved by client/s for decision-making delays or scope shifts

- Project Scope Exclusions:**
- Removal and carting of contaminated soil from site
 - Excavation, handling, cartage and dumping of rock
 - Works outside site boundaries
 - Relocation and upgrade of existing base building electrical services
 - Minimal disruption (single site mobilisation) to site operations for ongoing installation (schedule external to shows / other site works with vicinity)
 - Asbestos and hazardous materials removal from site
 - Staging / phasing costs
 - Artist fees, licencing or royalties
 - Any Utilities / SAPN / Telstra negotiations and approvals

Budget

Installation

Item	Cost (Ex. GST)
Installation (by Exhibition Studios)* incl:	OPC
Project Management / Coordination	\$3,250
Mobilisation / Site Establishment	\$6,000
LED Spotlight / Electrical - Materials	\$5,500
Electrical Chasing / Termination / Certification	\$8,700
Earth Works / Landscaping / Spoil Removal	\$6,500
Cages / Footings / Ground Finish	\$16,800
Paving / Cutin / Grouting / Detailing	\$4,500
Cranage / Plant Hire / Equipment	\$4,600
Pedestrian & Traffic Management	\$5,450
Permits / Certification / CITF	\$1,100
Demobilisation / Localised Remediation	\$4,000
PC, Defects, O&M Handover	\$1,800
Subtotal	\$68,200
Contingency (by Exhibition Studios)*	
Design Contingency (8%)	\$10,164
Contract Contingency (10%)	\$12,705
Escalation/Inflation Allowance (3%)	\$3,812
Client Contingency / Risk Allowance (5%)	\$6,353
Subtotal	\$33,033
TOTAL (Ex. GST)	\$313,083

- ^ **Notes:**
- OPC is an Opinion of Probable Cost provided by Exhibition Studios.
 - The above budget currently excludes fees for the development of the sculpture.
- The estimate includes the following contingency allowances:**
- Design Development Contingency (8%) which allows for issues that will arise during the design and documentation period as the design team develops the design through to 100% documentation / IFC
 - Contract Contingency (10%) which allows for issues that will arise during the contract period including for latent conditions, design errors and omissions, design changes, client changes, extension of time costs and provisional sum adjustments.
 - An escalation allowance of 3.0% PA, to allow for rise and fall in costs from the stated base date of the estimate.
 - Client Contingency / Risk Allowance at (5%) OPTIONAL–reserved by client/s for decision-making delays or scope shifts

- Project Scope Exclusions:**
- Removal and carting of contaminated soil from site
 - Excavation, handling, cartage and dumping of rock
 - Works outside site boundaries
 - Relocation and upgrade of existing base building electrical services
 - Minimal disruption (single site mobilisation) to site operations for ongoing installation (schedule external to shows / other site works with vicinity)
 - Asbestos and hazardous materials removal from site
 - Staging / phasing costs
 - Artist fees, licencing or royalties
 - Any Utilities / SAPN / Telstra negotiations and approvals

Insurances

Exhibition Studios

OFFICIAL: Sensitive

ReturntoWorkSA

Certificate of registration

Return to Work Act 2014

Employer number16829108

Employer nameExhibition Studios Pty Ltd

Trading nameExhibition Studios Pty Ltd

Date of issue:11 June 2025

Statement of coverage valid until 30 June 2026

This employer is registered as an employer under the *Return to Work Act 2014* (the Act).

Exhibition Studios Pty Ltd is registered from 15/11/1999.

The information provided in this Certificate of registration is correct at the date of issue.

Important information

A certificate of registration is issued in South Australia to certify that an employer is registered under the Act. This certification is valid until 30 June 2026 or until Exhibition Studios Pty Ltd ceases to be an employer who is required to be registered under the Act.

If there are any errors on this form, please inform ReturnToWorkSA within 30 calendar days. If you do not do this, under section 165(6) of the Act a maximum penalty of \$5,000 may apply.

A copy of this certificate must be produced within 30 days where requested by a person authorised under section 165(8) of the Act. A maximum penalty of \$1,000 under section 165(3) of the Act may apply.

A person who fraudulently alters a certificate of registration issued under section 165 of the Act is guilty of an offence. A maximum penalty of \$25,000 under section 165(5) of the Act may apply.

If you require any further assistance or information, please contact ReturnToWorkSA on 13 18 55 or by email to info@rtwsa.com.

ReturnToWorkSA

400 King William Street Adelaide SA 5000 • GPO Box 2668 Adelaide SA 5001 • ABN 83 687 563 395

General Enquiries 13 18 55 • www.rtwsa.com

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www.websters.com.au

CERTIFICATE OF CURRENCY

This Certificate;

➤

Is issued as a matter of information only and confers no rights upon the holder;

➤

Does not amend, extend or alter the coverage afforded by the Policy(ies) listed;

➤

Is only a summary of the cover provided;

➤

Reference must be made to the current Policy wording for full details;

➤

Is current at the date of issue only.

This Certificate confirms that the undermentioned Policy is effective in accordance with the details shown.

The Insured(s)

Exhibition Studios Pty Ltd;
Urban Objects Pty Ltd;
Furbank Meyer Investments Pty Ltd

Class(s) of Insurance

Professional Indemnity

The Insurer(s)

Berkley Insurance Australia

Policy Number(s)/Reference(s)

202107-0951 BIA

Policy Period

From30/06/2025

To30/06/2026

Situation of Risk

Worldwide Excluding USA & Canada

Asset(s)/Sum(s) Insured

Civil Liability Professional Indemnity

-

Limit of Liability

\$5,000,000 any one claim

\$10,000,000 in the aggregate

Interested Party(s)

N/A

Yours faithfully,

Bruce Gayther

Senior Account Manager

M 0466 919 996

E bruce@websters.com.au

WEBSTERS – TRUSTED ADVISERS SINCE 1987

CONFIDENTIAL

JUNE 25, 2025

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CERTIFICATE OF CURRENCY

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➤

Reference must be made to the current Policy wording for full details;

➤

Is current at the date of issue only.

This Certificate confirms that the undermentioned Policy is effective in accordance with the details shown.

The Insured(s)

Exhibition Studios Pty Ltd;
Urban Objects Pty Ltd

Class(s) of Insurance

Liability Insurance

The Insurer(s)

Berkley Insurance Australia

Policy Number(s)/Reference(s)

202107-0900 BIA

Policy Period

From30/06/2025

To30/06/2026

Situation of Risk

Worldwide Excluding USA & Canada

Asset(s)/Sum(s) Insured

Public & Products Liability - \$20,000,000

Interested Party(s)

N/A

Yours faithfully,

Bruce Gayther

Senior Account Manager

M 0466 919 996

E bruce@websters.com.au

WEBSTERS – TRUSTED ADVISERS SINCE 1987

CONFIDENTIAL

JUNE 25, 2025

Appendix A – Examples of Work

Robert Hannaford AM – Artist

Artwork Examples

Roy Rene Bronze Sculpture – Adelaide City Council, 2010



Robert Hannaford AM – Artist

Artwork Examples

Queen Elizabeth II - Government House, Adelaide, 2021



Robert Hannaford AM – Artist

Artwork Examples

Sir Donald Bradman Sculpture, 'Cover Drive' - Adelaide Oval, 2000



Sir Hans Heysen Bronze Sculpture - Hahndorf, SA, 2023



Robert Hannaford AM – Artist

Artwork Examples

Aboriginal and Torres Strait Islander War Memorial Bronze Sculpture, 2013



Ngadjuri Woman and Child – Riverton, SA, 2017



Exhibition Studios & Karl Meyer

Project Examples

Place of Reflection

Artists: Yvonne Koolmatrie & Karl Meyer

Adelaide, SA
City of Adelaide, 2024

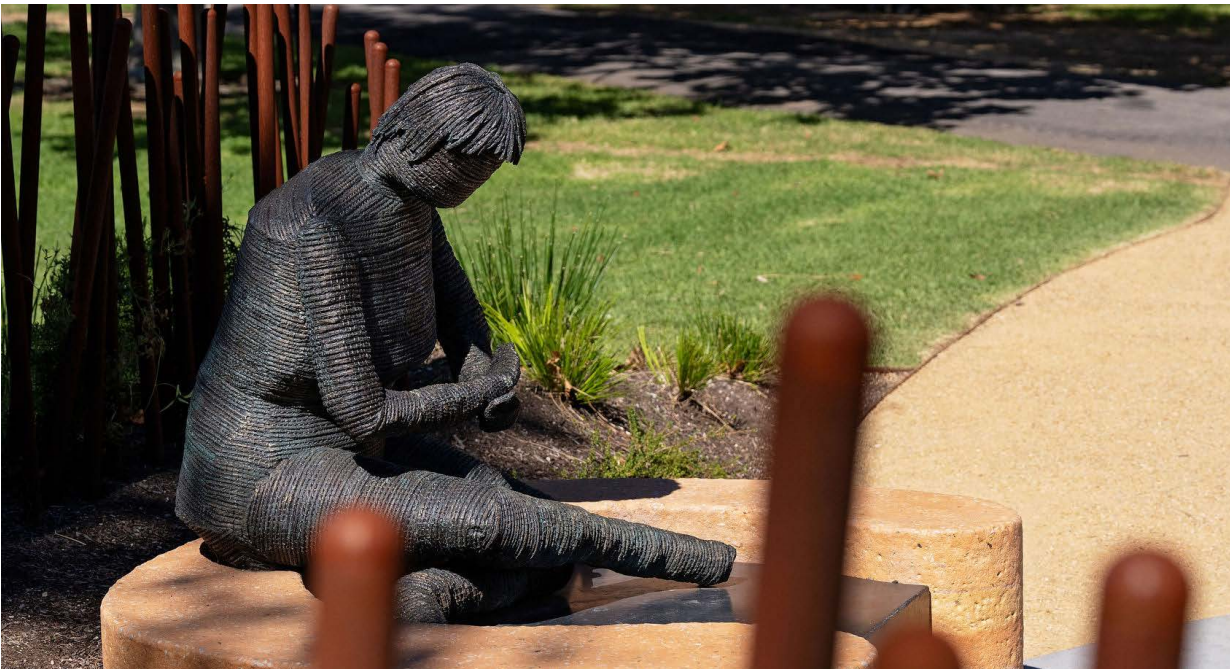
Description:

Intended as a place to reflect, remember, pay respect, heal and come together, artwork 'Place of Reflection' is a collaboration between Aunty Yvonne Koolmatrie, a Ngarrindjeri weaver from the Riverland, and Adelaide artist Karl Meyer, with the artwork 'Empty Arms' sitting central to the site. An integration of art and landscape, the artwork and surrounds create a place of healing for members of the Stolen Generations and provide opportunity to engage the broader community to better understand past and present experiences.

ES undertook the concept refinement, detail design and fabrication of the built forms, civil works, landscaping and planting, finishing, installation, and on-site and off-site management, while working closely with the Adelaide City Council and Wax Design to realise the artist's vision.

Collaboration:

- Artist - Yvonne Koolmatrie
- Artist - Karl Meyer
- City of Adelaide
- WAX Design
- Bronzing Foundry
- Tonkin Engineering
- Ochre Dawn
- Traditional owners & First Nations cultural collaborators



Proposal 1.0

Her Majesty's Theatre Commemorative Artwork

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Exhibition Studios & Karl Meyer

pg 30

Project Examples

Constable Hyde Memorial Artwork

Artist: Karl Meyer

Cast Bronze
H0.7m x W1.7m x D0.5m
Constable Hyde Memorial Garden, SA
City of Burnside, 2021

Description:

In commemoration of Constable William Hyde, this memorial artwork ensures the highest level of respect for the life of Constable Hyde and uses people's natural enquiry of objects in the public realm as a visual drawcard to invite interest and engagement.

The memorial artwork also creates amenity as a seat, acting as place for engagement, reflection and pause.

Collaboration:

- Artist - Karl Meyer
- City of Burnside



Proposal 1.0

Her Majesty's Theatre Commemorative Artwork

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Exhibition Studios – Artwork Team

pg 31

Project Examples

Flow

Artists: Laura Wills & Will Cheesman

Heat tempered 316 stainless steel
H4.0m x W10.0m x D2.0m
Gawler Place, SA
City of Adelaide, 2020

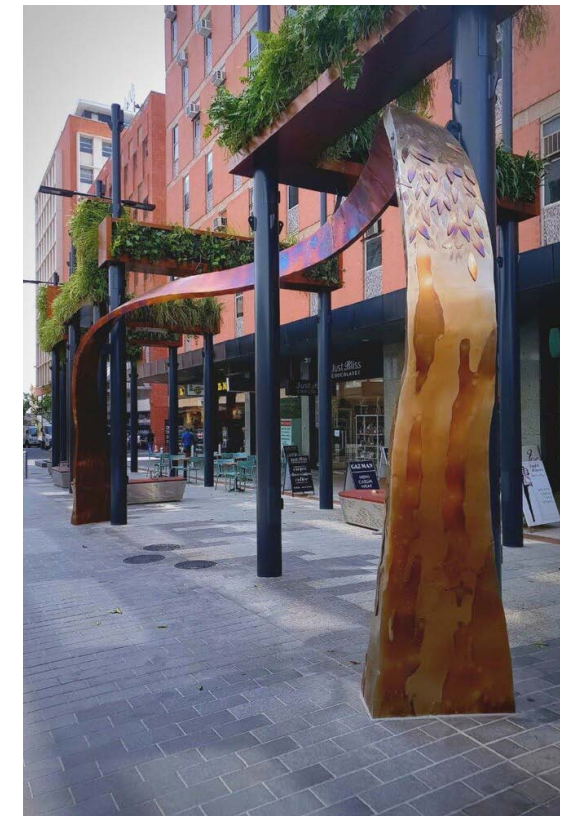
Description:

Conceptualised by artists Laura Wills and Will Cheesman, this linear sculpture leads viewers along and through the Gawler place arbour, connecting rivers to trees via the stars, and drawing people's attention to the day and night sky. During the day the shadows play and move with the passing sun and at night the stars shine.

ES completed the engineering, detail design, development documentation, fabrication and installation for this signature artwork located at Gawler Place in Adelaide, SA.

Collaboration:

- Artists - Laura Wills & Will Cheesman
- City of Adelaide



Proposal 1.0

Her Majesty's Theatre Commemorative Artwork

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Exhibition Studios – Artwork Team

Project Examples

One: All That We Can See

Artist: Sundari Carmody

Stainless steel, polycarbonate, LED lighting

4.2m diam.

Lot Fourteen, SA

City of Adelaide, 2022

Description:

‘One: all that we can see’ by artist Sundari Carmody is a major artwork amongst Adelaide’s Lot 14 precinct, representing the ratio suggested by contemporary physicists between the visible and invisible universe: the hypothesis is that 95% of the universe is made up of dark matter and dark energy, leaving only 5% of ‘normal matter’ visible.

ES worked closely with Sundari to bring her artwork vision to life in June 2022, undertaking detail design, fabrication and installation in this central hub of Adelaide.

Collaboration:

- Artist - Sundari Carmody
- Guildhouse
- City of Adelaide



Proposal 1.0

Her Majesty's Theatre Commemorative Artwork

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Project Examples

Connection

Artists: Karl Meyer

GRC, Mild and stainless steel, RGB lighting
H4.5m x W2.6m x D2.6m
Main entrance to Centennial Park Cemetery, SA
Centennial Park Cemetery, 2018

Collaboration:

- Artist - Karl Meyer
- Bruce Oswald Landscape Architect
- Centennial Park Cemetery



Exhibition Studios & Karl Meyer

pg 34

Project Examples

Motional - Objects by Association

Artist: Karl Meyer

Stainless steel, security laminated glass, LED lighting
Various dimensions
Bentham Street, SA
City of Adelaide, 2024

Description:

This artwork expresses movement and motion of people, cargo and objects moving through Bentham Street to and from the Adelaide Central Market. The forms respond and complement the heritage and contemporary architectural fabric within the streetscape, and give subtle visual references of zips, buckles, and labels. 'Motional' creates an internal gallery to activate the streetscape.

Collaboration:

- Artist - Karl Meyer
- Exhibition Studios
- City of Burnside



Proposal 1.0

Her Majesty's Theatre Commemorative Artwork

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City of Adelaide
Her Majesty's Theatre Commemorative Artwork
Proposal 1.0

Exhibition Studios

28.11.25

Submission to the Accommodation Diversity Code Amendment consultation (Part 2)

Strategic Alignment - Our Places

Public

Program Contact:

Sarah Gilmour, Associate
Director Park Lands, Policy &
Sustainability

Approving Officer:

Ilia Houridis, Director City
Shaping

EXECUTIVE SUMMARY

The purpose of this report is to seek endorsement of a response (Attachment A) to correspondence from the Minister for Planning (the Minister) / State Planning Commission (the Commission) on Part 2 of the State Government's Accommodation Diversity Code Amendment (the Code Amendment) ([Link 1](#)).

The Code Amendment is one in a series of State Government led Code Amendments that seek to facilitate increased housing supply and diversity per the State Government's Housing Roadmap. Its aim is to enhance housing diversity and provide more flexibility for building apartment-style homes, and retirement and supported living options across the state.

On 11 February 2025, Council endorsed a submission to consultation on the draft Code Amendment and acknowledged its alignment with Council's population growth ambitions and its Housing Strategy: *Investing in our Housing Future*, while raising concerns about housing quality, amenity standards, and the interaction of proposed policies with heritage areas ([Link 2](#)).

Part 1 of the Code Amendment was adopted on 15 October 2025 and applies the Significant Retirement Facility and Support Accommodation Site Overlay (the Overlay) to the City Living Zone in the City of Adelaide, excluding areas also covered by the Historic Area Overlay.

Part 2 addresses the application of the Overlay where both the City Living Zone and the Historic Area Overlay apply. This only relates to where we have the City Living Zone and Historic Area Overlays in North Adelaide and parts of the south-east of the CBD.

The Minister has requested a response to Part 2 by 25 November 2025. Due to the State Government's consultation timeframe, there was not an opportunity to progress the matter through the City Planning, Development and Business Affairs Committee. Administration has been granted an extension to enable a Council decision on 9 December 2025 on the response.

This report considers four options and recommends that because the Code Amendment aligns with Council's population growth ambitions and responds to demand for aged care accommodation, the Council advise the Minister that it supports the Overlay applying across the whole of the Historic Area in the City Living Zone (Figure 1).

The implication of this approach is that existing significant or amalgamated sites of 6,500m² or more could be developed for retirement or supported accommodation up to 4 storeys, and significant or amalgamated sites of 10,000m² or more at up to 6 storeys.

The likelihood of sites meeting these thresholds is constrained by a high concentration of Heritage Places with predominantly smaller land parcels limiting potential site amalgamation in Historic Areas.

Based on the available information, there is currently one existing retirement/aged care facility – Helping Hand in North Adelaide. This 24,000m² site is currently subject to a Concept Plan in the Planning and Design Code that allows development up to 4 storeys. Helping Hand supports its inclusion in the Overlay to realise its future development aspirations.

This report also recommends that the Council acknowledge the amendments made through Part 1 of the Code Amendment, while reiterating concerns about housing quality and amenity which the Code Amendment has not addressed.

RECOMMENDATION

THAT COUNCIL

1. Notes the Minister for Planning / State Planning Commission's post-consultation letter dated 15 October 2025 regarding the Accommodation Diversity Code Amendment including the division of the amendment into two parts, along with changes made to Part 1 of the Code Amendment that partially address concerns raised in the Council's submission of February 2025.
 2. Endorses the response to the Minister for Planning on Part 2 of the Accommodation Diversity Code Amendment as contained in Attachment A of Item 18.2 on the Agenda for the meeting of the Council held on 9 December 2025.
 3. Authorises the Chief Executive Officer, or delegate, to make technical or typographical amendments to the response to Part 2 of the Accommodation Diversity Code Amendment consultation as contained in Attachment A of Item 18.2 on the Agenda for the meeting of the Council held on 9 December 2025, for the purposes of finalising and issuing the response.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Places Encourage bold, interesting and purposeful development that supports the changing needs of our community and city.
Policy	The recommendations proposed in this report align with the Council's growth aspirations as set out in its Strategic Plan 2024-2028, City Plan – Adelaide 2036 and the Housing Strategy: <i>Investing in our Housing Future</i> .
Consultation	This report responds to a consultation process being undertaken by the State Planning Commission in relation to a State Government-led amendment to the Planning and Design Code (Code Amendment).
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	To align Planning and Design Code policies relating to the City Plan – <i>Adelaide 2036</i> and the Housing Strategy: <i>Investing in our Housing Future</i> .
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. On 11 February 2025, Council endorsed a submission to the State Planning Commission (the Commission) on the draft Accommodation Diversity Code Amendment (the Code Amendment ([Link 2](#)).
2. The Code Amendment is one in a series of State Government-led Code Amendments that seek to facilitate housing supply and diversity by:
 - 2.1. Encouraging a range of affordable and sustainable smaller housing types
 - 2.2. Providing greater flexibility in design requirements
 - 2.3. Addressing both self-contained and non-self-contained housing types, and guiding the provision of common areas and facilities
 - 2.4. Ensuring retirement facilities and supported accommodation are not unreasonably constrained by building height criteria.
3. Council's February 2025 submission ([Link 3](#)) acknowledged the alignment of the Code Amendment with the City of Adelaide's population growth ambitions and its *Housing Strategy: Investing in our Housing Future* and supported the intent to enable greater housing diversity and rental supply. The submission also raised concerns about design quality and liveability and provided recommendations.
4. On 15 October 2025, the Minister for Planning wrote to the Lord Mayor ([Link 1](#)) advising of his decision to approve the Code Amendment in two parts:
 - 4.1. Part 1 – contains the majority of the amendment with post-consultation changes as recommended by the Commission. The Significant Retirement Facility and Supported Accommodation Sites Overlay (the Overlay) now applies to the City Living Zone but currently excludes areas of the Zone covered by the Historic Area Overlay.
 - 4.2. Part 2 – addresses the spatial application of the Overlay where both the City Living Zone and Historic Area Overlay apply (North Adelaide and part of the south-east of the CBD).
5. The Minister split the Code Amendment in recognition that some local governments had raised concerns regarding the tension between the new Overlay policy and the desired outcomes sought within Historic Areas.

Key changes to the Code Amendment as approved by the Minister (Part 1)

4. The Minister's letter dated 15 October 2025 outlines several improvements to the policies through Part 1 that address the concerns raised in Council's February 2025 submission ([Link 3 ACC2025/22529](#)), including increased bedroom dimensions, building heights, and the introduction of public notification for larger developments. Some concerns raised by the Council were not fully addressed.
5. This was communicated to Council Members via E-news on 30 October 2025 and is summarised below:
 - 5.1. For the Overlay in Part 1, the Minister reduced the site thresholds from those proposed during consultation:
 - 5.1.1. Sites between 6,500 m² and 10,000 m² can develop up to 4 storeys / 15 metres (previously 10,000m² threshold)
 - 5.1.2. Sites between 10,000 m² and 20,000 m² can develop up to 6 storeys / 22 metres (previously 20,000m² threshold)
 - 5.1.3. Confirmed that the site must be contiguous (i.e., not separated by roads)
 - 5.1.4. The building envelope provision is now 45 degrees on all boundaries (other than southern) (previously this was 30 degrees for all boundaries). Note building envelope provisions relate to set-back requirements for building heights from the boundary.
 - 5.1.5. Limit shop / office / consulting room to 10% of the total floor area of all buildings on the site.
 - 5.1.6. Public notification is now required for development above 4 storeys / 15 metres (previously no public consultation was proposed)
 - 5.1.7. The Commission is the relevant authority for development above 4 storeys/ 15 metres.
 - 5.2. Bedroom dimensions: secondary bedroom minimum dimensions increased from 2.5 m by 2.5 m to 3.0 m by 2.5 m, which partially addresses Council's request for 3.0 m minimum dimensions for all bedrooms.

- 5.3. Toilets and shared facilities: references to the ratio of bathroom facilities (Council submitted one toilet per 10 beds did not provide liveable housing), have been removed from the Practice Guideline in favour of developments being performance assessed.
- 5.4. Management of co-living accommodation: while occupant amenity is not guaranteed, mechanisms are in place for the management of co-living housing.
- 5.5. Shared communal and open spaces: requirements for communal open space now align with the number of residents, as recommended by Council.
- 5.6. High standards of apartment amenity: policy was amended to require “a reasonable level of amenity”, which is an improvement on the consultation version but does not seek the “high standard” previously required and supported by Council.
6. Several key concerns raised by Council in its February 2025 submission remain unresolved, and the response to the Minister encourages the State Government to address these matters through future Code Amendments or policy reviews:
 - 6.1. The absence of policies to facilitate adaptive reuse of existing non-residential buildings for residential purposes, and the absence of a Practice Guideline to support adaptive reuse as a catalyst for housing supply and diversity.
 - 6.2. The definition of Co-living still includes subjective requirements such as a full-sized fridge.
 - 6.3. The Code Amendment uses terminology that supports a ‘reasonable level of amenity’. This is an improvement to the consultation version but does not seek ‘high amenity’ as was previously required (and supported by the Council).

Response to Part 2 of the Code Amendment

7. The current consultation process relates to Part 2 of the Code Amendment regarding the spatial application of the Overlay for Significant Retirement Facility and Supported Accommodation Sites.
8. The Minister has requested advice from Council on sites that could be nominated to have the new Overlay apply.
9. In the City of Adelaide this relates to the City Living Zone and Historic Area Overlay which only applies in North Adelaide and part of the south-east of the CBD (Figure 1).
10. Based on the available information, there is currently one existing retirement/aged care facility – Helping Hand in North Adelaide. This 24,000m² site is currently subject to a Concept Plan in the Planning and Design Code which allows development up to 4 storeys.
11. Helping Hand has written to Lord Mayor requesting that the North Adelaide site be nominated as a suitable site for inclusion in the Overlay to enable Helping Hand to realise its future development aspirations. The implications of this would be development up to 6 storeys, subject to the conditions outlined in 5.1 above.
12. Other significant sites that meet the 6,500m² are shown in Figure 1. There are several Concept Plans that guide development opportunities for key large institutional sites (residential colleges, schools, hospitals).
13. The Historic Area Overlay areas in the City of Adelaide contain a high concentration of Heritage Places with predominantly smaller land parcels.
14. Building heights in Historic Area Overlay are generally between 1 and 2 storeys, depending on prevailing character.
15. The likelihood of sites meeting the 6,500 m² site threshold in these areas is limited due to smaller lot sizes, the requirement for sites to be contiguous and the large numbers of heritage places limiting potential site amalgamation.

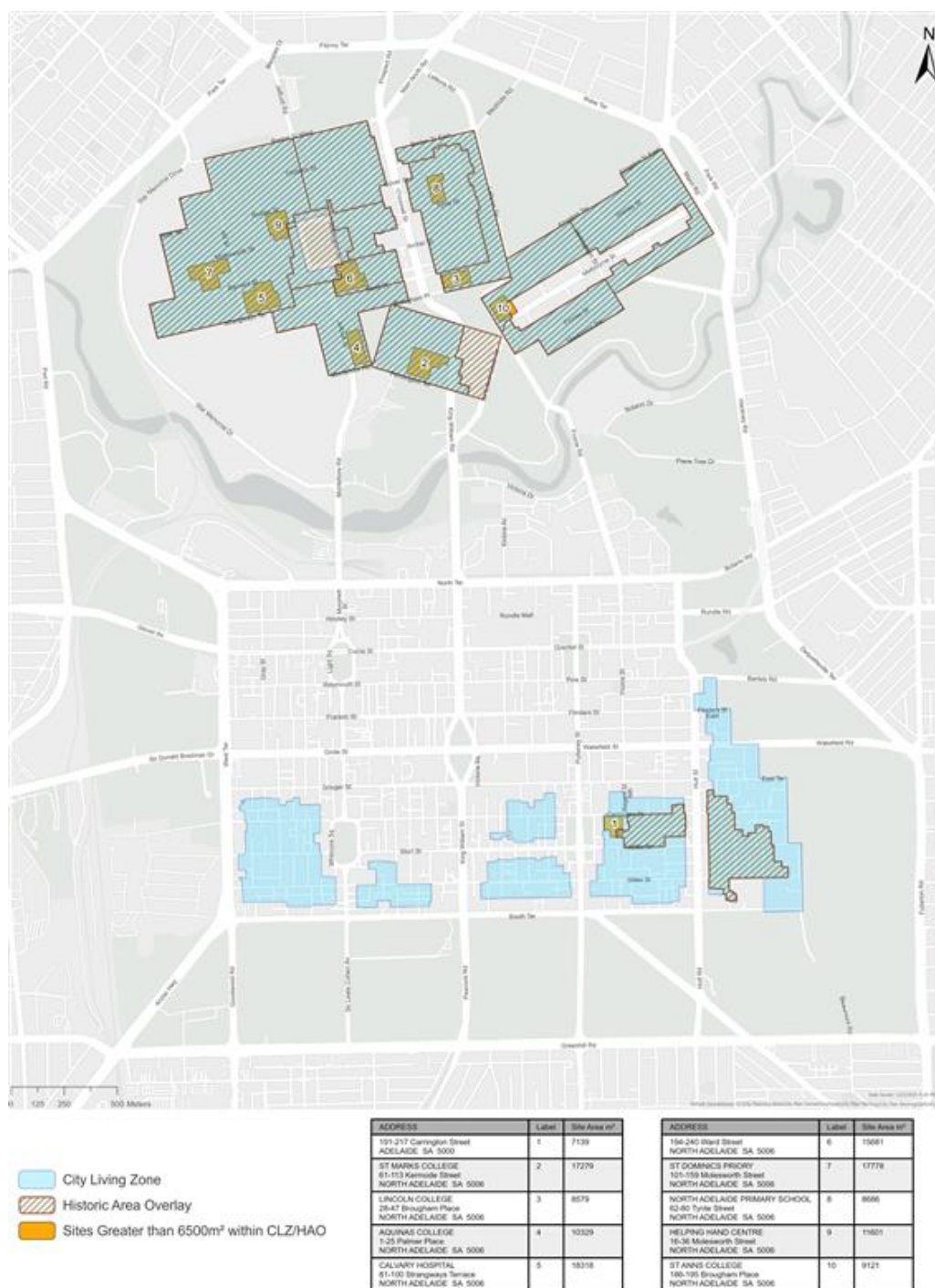


Figure 1 – City Living Zone and Historic Area Overlay

Options for response to the Minister

16. Administration analysed the proposed policy changes in the Code Amendment (Part 2) and provides the following options for consideration.
17. Option 1 (preferred) – Indicate that there is no objection for the Overlay to apply across the whole of the Historic Area of the City Living Zone, per the consultation version of the Code Amendment.
 - 17.1. The implication of this approach is that existing significant or amalgamated sites of 6,500m² or more could be developed for retirement or supported accommodation up to 4 storeys, and significant or amalgamated sites of 10,000m² or more at up to 6 storeys, subject to the conditions outlined in 5.1 above.
 - 17.2. There are few such sites within the City Living Zone presently and the approach ensures that future aged care development of amalgamated sites (should they be achieved) are not precluded from the benefits contained in the new Overlay.

- 17.3. Potential future retirement development would need to consider the relevant Historic Area Statement which seeks outcomes that are sympathetic to existing character.
- 17.4. This is consistent with the City of Adelaide's Housing Strategy and City Plan objectives to both grow the city population and diversify our housing mix to meet the needs of all demographics.
18. Option 2 – Indicate that the Overlay is suitable to apply to the Helping Hand site in North Adelaide located at 49 Buxton Street, North Adelaide.
 - 18.1. This would benefit Helping Hand (which can already be developed up to 4 storeys) but would preclude future retirement accommodation of the scale facilitated in the Overlay from being developed in North Adelaide (and parts of the south-east of the CBD).
 - 18.2. This is partially consistent with the City of Adelaide's Housing Strategy and City Plan objectives to both grow the city population and diversify our housing mix to meet the needs of all demographics.
19. Option 3 – Indicate that the Overlay is not suitable for the parts of the City Living Zone within the Historic Area Overlay as other policy requirements in the Planning and Design Code limit building height and scale in these areas.
 - 19.1. This is inconsistent with the City of Adelaide's Housing Strategy and City Plan objectives to both grow the city population and diversify our housing mix to meet the needs of all demographics.
20. Administration considered but has discounted a fourth option that the Overlay apply to key sites/areas assessed as suitable for larger-scale Retirement/Supported Accommodation as this requires further investigation and is not feasible given the submission timeframe.
21. Based on the options presented, Option 1 is recommended because on balance:
 - 21.1. It aligns with Council's population growth ambitions and responds to demand for aged care accommodation.
 - 21.2. The approved Code Amendment includes a requirement for public notification for development above 4 storeys / 15 metres, noting that previously no public consultation was proposed.
 - 21.3. There are few sites where larger scale development could be achieved and the likelihood of sites meeting site thresholds is constrained by a high concentration of Heritage Places and smaller land parcels limiting potential site amalgamation.

Next steps

22. Pending the Council's decision, the response will be provided to the Minister for Planning in December 2025.

DATA AND SUPPORTING INFORMATION

Link 1 – [Letter from Minister for Planning on Accommodation Diversity Code Amendment – 15 October 2025](#)

Link 2 – [Agenda – City Planning, Development and Business Affairs Committee – 4 February 2025](#)

Link 3 – [Submission to Accommodation Diversity Code Amendment – February 2025](#)

ATTACHMENTS

Attachment A – Draft submission on the Accommodation Diversity Code Amendment (Part 2)

- END OF REPORT -

Enquiries: Sarah Gilmour 8203 7033
Reference:

XX December 2025

Hon Nick Champion MP
Minister for Planning
GPO Box 11032
ADELAIDE SA 5001

Kaurna Country
25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
W cityofadelaide.com.au

ABN 20 903 762 572

Via email: ministerchampion@sa.gov.au

Dear Minister

Response to the Engagement Report for Accommodation Diversity Code Amendment (Part 2)

Thank you for your letter dated 15 October 2025 regarding the determination of the Accommodation Diversity Code Amendment (the Code Amendment) and your request for Council's advice on the spatial application of the Significant Retirement Facility and Supported Accommodation Sites Overlay (the Overlay) in Part 2 of the Code Amendment.

On 11 February 2025, Council endorsed a submission to the draft Code Amendment during consultation and acknowledged its alignment with Council's population growth ambitions and its *Housing Strategy: Investing in our Housing Future*, while raising concerns about housing quality, amenity standards, and the interaction of proposed policies with heritage areas.

The City of Adelaide notes the post-consultation changes made to the Code Amendment (Part 1), including:

- Opportunities the Code Amendment will provide for the supply of alternative housing types in the City of Adelaide in support of greater housing diversity.
- Amendments to improve design quality and occupant amenity for future housing.
- The introduction of public notification for development above 4 storeys or 15 metres in height.

Council noted that you have approved the Overlay applying to the City Living Zone and have sought its advice regarding Part 2 of the Code Amendment, specifically in relation to the spatial application of the Overlay in Historic Areas.

Council preferred not to identify individual sites within the Historic Areas and supports the Overlay being applied across all Historic Areas. This is consistent with the Council's ambitious target to double the population by 2036 and increase housing diversity as set out in the Strategic Plan 2024-2028, City Plan – *Adelaide 2036* and Housing Strategy – *Investing in our Housing Future*

The Council also noted that several key concerns raised in its February 2025 submission remain unresolved:

- The absence of policies to facilitate adaptive reuse of existing non-residential buildings for residential purposes, and the absence of a Practice Guideline to support adaptive reuse as a catalyst for housing supply and diversity.
- The definition of Co-living still includes subjective requirements such as a full-sized fridge.
- The Code Amendment uses terminology that supports a 'reasonable level of amenity'. This is an improvement to the consultation version but does not seek 'high amenity' as was previously required and supported by the Council.

The City of Adelaide reiterates the importance of the above matters in the context of this Code Amendment and others contained within the City of Adelaide's February 2025 submission. We encourage the State Government to consider addressing them through future Code Amendments or policy reviews to ensure that increased housing supply is supported by appropriate standards of quality, amenity and longevity.

The City of Adelaide acknowledges the importance of facilitating accommodation options for our ageing communities and rising demand for aged care, retirement living and supported accommodation across South Australia.

The City of Adelaide seeks ongoing and meaningful collaboration between its Administration and the State Planning Commission via the Department for Housing and Urban Development, to facilitate planning policy that promotes a diversity of quality, affordable, and accessible housing outcomes in the city.

Yours sincerely,

Michael Sedgman
Chief Executive Officer

Appointment of Council Member to the Council Assessment Panel

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Places

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

This report seeks a Council decision to appoint a Council Member to the Panel in accordance with the *Planning, Development and Infrastructure Act 2016* (SA) (PDI Act), as the current appointment concludes on 31 December 2025.

The City of Adelaide Council Assessment Panel (the Panel) was established in October 2017 in accordance with the PDI Act. Section 83 of the PDI Act stipulates membership of the Panel must be no more than five members, one of which may be a member of Council.

RECOMMENDATION

THAT COUNCIL

1. Approves the appointment of a Council Member to the City of Adelaide Council Assessment Panel for the period of 1 January 2026 until the conclusion of the Council term in November 2026.
2. Notes that the method of appointing a Council Member to the position of Council Member on the City of Adelaide Council Assessment Panel will be undertaken in accordance with the Code of Practice for Council Meeting Procedures as follows:
 - 2.1. The Presiding Member of the Meeting will call for nominations, which must be accepted or declined by the Council Member who is subject of the nomination.
 - 2.2. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed as Council Member on the City of Adelaide Council Assessment Panel.
 - 2.3. In the event of only one nomination to the office, the candidate is appointed as Council Member on the City of Adelaide Council Assessment Panel, announced by the Returning Officer.
 - 2.4. In the event of there being more nominations than required, an election by voting ballot of Council Members present will be undertaken.
 - 2.5. If the votes for two or more candidates for the relevant position are equal, a revote by ballot between tied candidates will be undertaken.
 - 2.6. If the votes for two or more candidates for the position remain equal, lots must be drawn to determine which candidate or candidates will be excluded.
 - 2.7. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed as Council Member on the City of Adelaide Council Assessment Panel.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Places The CAP undertakes development assessment which is integral in assisting the growth of the city's population and to ensure the city is designed and developed so it is safe and enjoyable for all.
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	The formation and structure of the CAP is set out in section 83 of the <i>Planning, Development and Infrastructure Act 2016</i> . The recommendation of the report is in accordance with these provisions.
Opportunities	Not as a result of this report
25/26 Budget Allocation	Council Members receives \$550 per meeting attended.
Proposed 26/27 Budget Allocation	Council Members receive \$550 per meeting attended. The sitting fees receive budget allocation.
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. The City of Adelaide Council Assessment Panel (Panel) was established in October 2017. The Panel's role is to determine development applications assigned to the Panel via delegation.
2. Section 83 of the *Planning, Development and Infrastructure Act 2016* (PDI Act) stipulates the membership of the Panel. The Act allows up to one Council Member to sit on the Panel. While this is not mandated and Council may elect not to appoint a Council Member to serve, one has traditionally been appointed.
3. In addition to a Council Member, Council determined in December 2022 to appoint a Deputy Council Member. The purpose of a Deputy Member is to substitute for the appointed Council Member when they are absent. This helps ensure meetings are not cancelled due to a lack of quorum.
4. Councillor Abrahamzadeh is the current Council Member on the Panel, appointed until 31 December 2025.
5. Councillor Freeman is the current Deputy Council Member on the Panel, appointed until the end of the Council Term in November 2026. Should Councillor Freeman be appointed to the substantive Council Member position, a ballot will be undertaken to fill the Deputy Council Member position.

Appointment of Council Member

6. This report seeks Council to appoint a Council Member to the Panel in accordance with the PDI Act from 1 January 2026 until the conclusion of the Council term in November 2026.
7. The PDI Act requires Council to be satisfied the Council Member nominated is appropriately qualified to act as a member of the Panel, based on the person's experience in Local Government.
8. All members of the Panel need to adhere to the Assessment Panel Members – Code of Conduct ([Link 1](#)). This requires, for example, that the Council Member on the Panel will not discuss development proposals or future development proposals with applicants or representors that are likely to be heard by the panel. This is further expanded upon in the Plan SA Fact Sheet 'Elected Members on Assessment Panels' ([Link 2](#)).
9. There are no changes proposed to the Panel's Terms of Reference ([Link 3](#)) or Panel Meeting Procedures at this time ([Link 4](#)).
10. Pursuant to the Ballot Process outlined in the Code of Practice for Council Meeting Procedures:
 - 10.1. The Presiding Member of the Meeting will call for nominations, which must be accepted or declined by the Council Member who is subject of the nomination.
 - 10.2. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed as Council Member on the City of Adelaide Council Assessment Panel.
 - 10.3. In the event of only one nomination to the office, the candidate is appointed as Council Member on the City of Adelaide Council Assessment Panel, announced by the Returning Officer.
 - 10.4. In the event of there being more nominations than required, an election by voting ballot of Council Members present will be undertaken.
 - 10.5. If the votes for two or more candidates for the relevant position are equal, a revote by ballot between tied candidates will be undertaken.
 - 10.6. If the votes for two or more candidates for the position remain equal, lots must be drawn to determine which candidate or candidates will be excluded.
 - 10.7. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed as Council Member on the City of Adelaide Council Assessment Panel.

Remuneration

11. Panel members are paid a sitting fee of \$550 per meeting. This fee is intended to remunerate the members for time spent reviewing agenda documents, attendance at meetings and undertaking site inspections in preparation for each item on the agenda.
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DATA AND SUPPORTING INFORMATION

Link 1 – Plan SA Code of Conduct ‘Assessment Panel Members – Code of Conduct’

Link 2 – Plan SA Fact Sheet ‘Elected Members on Assessment Panels’

Link 3 – Council Assessment Panel Terms of Reference

Link 4 – Council Assessment Panel Meeting Procedures

ATTACHMENTS

Nil

- END OF REPORT -

Appointment of Council Member to the
CEO Performance Review Panel

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The purpose of this report is to enable Council to appoint a Council Member representative to the CEO Performance Review Panel (the Panel) from 1 January 2026 until the conclusion of the Council term in November 2026.

At its 23 September 2025 meeting, Council appointed Councillor Noon to the Panel for the period of 24 September 2025 until the conclusion of the Council term in November 2026. Councillor Noon was also appointed at that meeting to the position of Deputy Lord Mayor for the period 1 January 2026 until the conclusion of the Council term in November 2026.

The Council Member who holds the position of Deputy Lord Mayor is required to be a member of the Panel.

The Council Member representative position on the Panel will become vacant when Councillor Noon commences the appointment as Deputy Lord Mayor.

RECOMMENDATION

THAT COUNCIL

1. Approves the appointment of a Council Member to the CEO Performance Review Panel for the period of 1 January 2026 until the conclusion of the Council term in November 2026.
2. Notes that the method of appointing a Council Member to the CEO Performance Review Panel will be undertaken in accordance with the Code of Practice for Council Meeting Procedures as follows:
 - 2.1. The Presiding Member of the Meeting will call for nominations, which must be accepted or declined by the Council Member who is subject of the nomination.
 - 2.2. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed to the CEO Performance Review Panel.
 - 2.3. In the event of only one nomination to the position, the candidate is appointed to the CEO Performance Review Panel, announced by the Returning Officer.
 - 2.4. In the event of there being more nominations than required, an election by voting ballot of Council Members present will be undertaken.
 - 2.5. If the votes for two or more candidates for the relevant position are equal, a revote by ballot between tied candidates will be undertaken.
 - 2.6. If the votes for two or more candidates for the position remain equal, lots must be drawn to determine which candidate or candidates will be excluded.
 - 2.7. Upon completion of the ballot process, the successful candidate is announced by the Returning Officer as appointed to the CEO Performance Review Panel.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Corporation Enable effective governance, risk management, accountability and transparency at all times in decision making.
Policy	Not as a result of this report.
Consultation	Not as a result of this report.
Resource	Not as a result of this report.
Risk / Legal / Legislative	The CEO Performance Review Panel is formed under Section 41 of the <i>Local Government Act 1999</i> (SA) to meet the requirements of Section 102A of the <i>Local Government Act 1999</i> (SA) and the requirements of the Employment Contract between the City of Adelaide and the CEO.
Opportunities	Not as a result of this report.
25/26 Budget Allocation	Not as a result of this report.
Proposed 26/27 Budget Allocation	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report.
25/26 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	Not as a result of this report.
Other Funding Sources	Not as a result of this report.

DISCUSSION

Background

1. At the Council meeting held on 14 March 2023, Council established the CEO Performance Review Panel (the Panel) under section 41 of the *Local Government Act 1999* (SA).
2. The primary purpose of the Panel is to develop, monitor and assess CEO key performance indicators and establish a process by which CEO performance is measured.
3. The CEO Performance Review Panel Terms of Reference ([Link 1](#)) assist the Panel, Council, and the community in understanding the Panel's role and responsibilities
4. Membership of the Panel comprises the Lord Mayor, the Deputy Lord Mayor, one Council Member and two Independent Members.
5. At its meeting held on 23 September 2025, Council appointed Councillor Noon as the Council Member representative on the Panel for the period of 24 September 2025 until the conclusion of the Council term in November 2026.
6. At the same meeting, Councillor Noon was appointed to the position of Deputy Lord Mayor for the period 1 January 2026 until the conclusion of the Council term in November 2026.

Appointment of a Council Member

7. Due to the requirement that the person holding the position of Deputy Lord Mayor is a member of the Panel, the Council Member representative position on the Panel will become vacant when Councillor Noon commences the appointment as Deputy Lord Mayor.
8. This report seeks to appoint a Council Member representative to the Panel from 1 January 2026 until the conclusion of the Council term in November 2026.

Process for nomination and appointment

9. In accordance with section 51 (8) of the *Local Government Act 1999* (SA) and the Code of Practice for Council Meeting Procedures (Ballot Process):
 - 9.1. The Presiding Member of the Meeting will call for nominations, which must be accepted or declined by the Council Member who is subject of the nomination.
 - 9.2. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed to the CEO Performance Review Panel.
 - 9.3. In the event of only one nomination to the position, the candidate is appointed to the CEO Performance Review Panel, announced by the Returning Officer.
 - 9.4. In the event of there being more nominations than required, an election by voting ballot of Council Members present will be undertaken.
 - 9.5. If the votes for two or more candidates for the relevant position are equal, a revote by ballot between tied candidates will be undertaken.
 - 9.6. If the votes for two or more candidates for the position remain equal, lots must be drawn to determine which candidate or candidates will be excluded.
 - 9.7. Upon completion of the ballot process, the successful candidate is announced by the Returning Officer as appointed to the CEO Performance Review Panel.

DATA AND SUPPORTING INFORMATION

Link 1 – CEO Performance Review Panel Terms of Reference

ATTACHMENTS

Nil

- END OF REPORT -

Appointment to the Adelaide High School Governing Council

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The purpose of this report is to seek the appointment of a Council Member representative to the Adelaide High School Governing Council following Councillor Freeman's resignation from the position, effective 1 January 2026.

The Council Member representative appointment will commence on 2 January 2026 until the conclusion of the Council term in November 2026.

RECOMMENDATION

THAT COUNCIL

1. Notes the resignation of Councillor Freeman as the Council Member representative on the Adelaide High School Governing Council, effective 1 January 2026.
2. Notes that the term of appointment of a new Council Member representative on the Adelaide High School Governing Council will be from 2 January 2026 until the conclusion of the Council term in November 2026.
3. Notes that the method of appointing a Council Member to the Adelaide High School Governing Council will be undertaken in accordance with the Code of Practice for Council Meeting Procedures as follows:
 - 3.1. The Presiding Member of the Meeting will call for nominations, which must be accepted or declined by the Council Member who is subject of the nomination.
 - 3.2. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed to the Adelaide High School Governing Council.
 - 3.3. In the event of only one nomination to the office, the candidate is appointed to the Adelaide High School Governing Council, announced by the Returning Officer.
 - 3.4. In the event of there being more nominations than required, an election by voting ballot of Council Members present will be undertaken.
 - 3.5. If the votes for two or more candidates for the relevant position are equal, a revote by ballot between tied candidates will be undertaken.
 - 3.6. If the votes for two or more candidates for the position remain equal, lots must be drawn to determine which candidate or candidates will be excluded.
 - 3.7. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed to the Adelaide High School Governing Council.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Corporation Enable effective governance, risk management, accountability and transparency at all times in decision making.
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Members considering nominating for an appointment should note that, as Board Members, they will need to consider how to manage future conflicts of interest that arise from Council decisions relating to that body.
Opportunities	Appointments to outside bodies provide an opportunity for Council Members to contribute to discussion and decision making on a broad range of matters relevant to the City of Adelaide.
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. At its meeting held on 24 September 2025, Council appointed Councillor Freeman as the Council Member representative on the Adelaide High School Governing Council.
2. Councillor Freeman has advised of her resignation from the position, effective 1 January 2026.
3. The Adelaide High School Governing Council works in partnership with staff at the school to ensure its effective governance and management.
4. Meetings are generally held twice per school term on a Wednesday commencing at 6.00pm. Meetings are held at the Adelaide High School.
5. At this time, the 2026 meeting schedule is still to be determined.
6. This report seeks the appointment of a Council Member representative for the period commencing 2 January 2026 until the conclusion of the Council term in November 2026.
7. No remuneration is payable for the position.
8. In accordance with section 51 (8) of the *Local Government Act 1999* (SA) and the Code of Practice for Council Meeting Procedures (Ballot Process):
 - 8.1. The Presiding Member of the Meeting will call for nominations, which must be accepted or declined by the Council Member who is subject of the nomination.
 - 8.2. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed to the Adelaide High School Governing Council.
 - 8.3. In the event of only one nomination to the office, the candidate is appointed to the Adelaide High School Governing Council, announced by the Returning Officer.
 - 8.4. In the event of there being more nominations than required, an election by voting ballot of Council Members present will be undertaken.
 - 8.5. If the votes for two or more candidates for the relevant position are equal, a revote by ballot between tied candidates will be undertaken.
 - 8.6. If the votes for two or more candidates for the position remain equal, lots must be drawn to determine which candidate or candidates will be excluded.
 - 8.7. The Chief Executive Officer as Returning Officer is authorised to declare the successful candidate appointed to the Adelaide High School Governing Council.

ATTACHMENTS

Nil

- END OF REPORT -

Hutt Street Revitalisation - Concept Option Endorsement

Strategic Alignment - Our Places

Public

Tuesday, 9 December 2025
Council

Program Contact:
Mark Goudge, Associate Director
Infrastructure

Approving Officer:
Tom McCready, Director City
Infrastructure

EXECUTIVE SUMMARY

The purpose of this report is to seek Councils consideration and approval of the Hutt Street Revitalisation Project – Option B revised (concept), following feedback from Council Members at the Infrastructure and Public Works Committee held on 2 December 2025 relating to item 5.1 – Hutt Street Revitalisation – Revised Option B and E, held on 2 December 2025.

RECOMMENDATION

THAT COUNCIL

1. Approves Option B revised (concept) for the Hutt Street Revitalisation Project as contained in Attachment A to Item 18.6 on the Agenda for the meeting of Council held on 9 December 2025, to progress to detailed design in 2026.
2. Notes the community consultation and engagement process undertaken to date and the completion of the Concept Development Community Consultation and Engagement Phase for the project.
3. Notes the cost estimate to deliver Option B revised, for the Hutt Street Revitalisation Project will be approximately \$24.959m, with further cost estimates to be provided to Council as design progresses and grant funding arrangements are finalised.
4. Notes the next steps to be undertaken to progress the project as presented in this report.
 - 4.1. Inform the community and stakeholders of Council's direction on the option to be progressed to detailed design and provide information on next steps associated with the detailed design phase.
 - 4.2. Notify the State and Federal Government of Councils decision and progress negotiations to secure and finalise grant funding.
 - 4.3. Procure design consultants and commence detailed design based on Option B (revised).
 - 4.4. Commence engagement with key stakeholders to inform detailed design and delivery planning.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Places This report supports Council's objectives to ' <i>Facilitate and activate our places in a safe and accessible way for our community</i> ' through the delivery of quality main street upgrades.
Policy	Not as result of this report
Consultation	Community, stakeholders and funding partners to be informed of Council decision following endorsement of the preferred concept development option for Hutt Street and consulted as part of the detailed design phase.
Resource	Not as a result of this report
Risk / Legal / Legislative	To be delivered in accordance with the requirements of the <i>Local Government Act 1999</i> (SA). Notes the Thriving Suburbs grant funding has not been finalised and will be subject to review and consideration by the approving agency.
Opportunities	Not as a result of this report
25/26 Budget Allocation	Total Budget allocation \$21.314m (New & Upgrade - \$12.5m) and (Renewal allocation – \$8.8m, as identified) Total Estimated Project Cost: \$24.959m (independent assessment of Option B revised) Thriving Suburbs Grant allocation \$7.32m (to be confirmed following negotiations on Option B (revised) and has not been included in the overall budget allocation and / or estimate. Allocation \$0.781m (New & Upgrade + Renewal) within 2025/26 budget period.
Proposed 26/27 Budget Allocation	BP&B request for 2026/27 is \$1.869m (subject to further review).
Life of Project, Service, Initiative or (Expectancy of) Asset	Asset life varies on an asset-by-asset basis. Paving is anticipated to have an asset life of approximately 40 years; asphalt roadway is anticipated to have an asset life of approximately 20 years.
25/26 Budget Reconsideration (if applicable)	Not as result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Subject to final negotiations, the New & Upgrade costs will be partly funded through the Australian Government's Thriving Suburbs grant funding (\$7.32m overall funding for project).

DISCUSSION

1. The purpose of this report is to seek approval of Option B revised (concept) for the Hutt Street Revitalisation Project to enable the project to progress to the detailed design phase in 2026 and to both finalise grant funding and provide an update on indicative project cost and next steps.

Background

2. In 2020 Hutt Street, Hindley Street, Melbourne Street, Gouger Street and O'Connell Street were identified as priority streets for upgrade as part of Council's Main Street Revitalisation program.
 - 2.1. In the 2023/24 Annual Business Plan & Budget, the Hutt Street Revitalisation project was allocated \$12.5m of new and upgrade funding in accordance with the 27 June 2023 Council decision.
 - 2.2. Renewal works funding has been allocated at \$8.8m, to be undertaken as part of the revitalisation project delivery.
 - 2.3. In November 2024, the City of Adelaide was successful in attracting \$7.32 million of federal grant funding via the Australian Government's Thriving Suburbs grant program based upon the concept design presented at the time. The grant funding negotiations have paused until there is an option approved by Council for delivery. Following the approval of an option, negotiations will be progressed to finalise the grant funding approval.
3. The delivery of the Hutt Street Revitalisation Project is a key action which will contribute to achieving Council's strategic objective to *facilitate and activate our places in a safe and accessible way for our community*.
4. The vision and design principles were captured in the 2021 Draft Hutt Street Master Plan.
5. The vision being, to build on *Hutt Street's leafy green streetscape, historic village charm with an exciting variety of commercial, dining and social experiences to ensure it is the pride of its growing community and a popular destination for locals and visitors alike*.

Community Consultation and Engagement – Concept Development Options

6. The City of Adelaide undertook a comprehensive consultation and engagement process from 21 February to 28 March 2025, following Council's resolution to consult on five concept development options for Hutt Street at its meeting on 26 November 2024. The resolution of Council is outlined below:

THAT COUNCIL

1. Approves for the purposes of public consultation.:
 - 1.1. Option A (Existing conditions - footpath option only); and
 - 1.2. Option B (Renewal with 60-degree angle parking) and
 - 1.3. Option C (Renewal with 45-degree angle parking) and
 - 1.4. Option D (Current Concept (interpeak parallel) and
 - 1.5. Option E (Combined 45-degree angle parking)

As presented on the 19 November 2024 within the Hutt Street Revitalisation Project (Car Parking Review) Workshop and contained within Attachment A to Item 7.1 on the Agenda for the meeting of the Infrastructure and Public Works Committee held on 19 November 2024.

2. Notes the outcomes of the Community consultation will be presented to Council for consideration and approval.
3. Notes the new timeline and forward estimates for the New / Upgrade allocation due to the request to review the concept plan with particular focus on the provision of car parking spaces.
7. The consultation and engagement process were broadly promoted, and information was shared through multiple channels including 'Our Adelaide' online, social media, local fact sheets, confluence signage, face to face, and materials distributed to businesses along Hutt Street.
8. Community feedback was gathered through an online survey, business forum, drop-in sessions at the Hutt Street Library, pop-up session at the Fringe Vibes on Hutt Street event, stakeholder workshops, and submissions via phone and email.
9. Engagement was strong, with 1,039 survey responses and around 100 people attending in-person events.

10. Results showed a clear preference for Option D, followed by Option A, although views varied on specific design elements.
11. Consistent themes included strong support for revitalising Hutt Street, enhancing greening, amenity, and vibrancy, and preserving the street's village character. Opinions were mixed on maintaining convenient parking and improving cyclist safety.
12. A summary of the community engagement outcomes was presented in a workshop at the Infrastructure and Public Works Committee on 19 August 2025 [\[Link 1\]](#).
13. A CEO briefing was held on the 21 October 2025 where Council Members were presented with further detail relating to the project. The Briefing Paper can be viewed at [\[Link 2\]](#)
14. It should be noted that extensive feedback was provided outside of the consultation process and focused mainly on the loss of on street parking spaces and the impacts this would have to businesses within the street.

CEO Briefing 21 October 2025

15. On 21 October 2025, a briefing was held by the Chief Executive Officer to:
 - 15.1. Present the report detailing the outcomes of the Concept Development Options community and stakeholder engagement and consultation conducted in February and March 2025 [\[Link 3\]](#)
 - 15.2. Present the Economic Impact Assessment and Benefit Cost Assessment for the Hutt Street project.
 - 15.3. Provide further information on the concept options, including features and potential risks associated with each of the design layouts.
16. The presentation also provided updated design advice regarding existing parking layout and compliance to Australian Standards, namely that there are currently 132 car park spaces in Hutt Street (between South Terrace and Carrington Street), and the existing on-road bike lane is 1.3m wide. Both require updating to comply with current standards.
17. At the conclusion of the briefing, the Administration was asked by Council Members to review and assess specific design elements for Options B and E as follows:
 - 17.1. Both options: Introduction of mid-block pedestrian crossings and confirmation of accessible parking provisions.
 - 17.2. Option B: Widening of the on-road bike lane.
 - 17.3. Option E: Adjustment of the proposed 45-degree angle parking layout to 60-degree angle parking.
 - 17.4. Investigate the opportunity to maximise parking provision in both options.

Revised Options B and E

18. At the Infrastructure and Public Works Committee on 2 December 2025, updated layout plans for Options B (revised) and E (revised) were presented to the Committee [\[Link 4\]](#) responding to the request for further consideration of specific design elements at the CEO Briefing.
19. To inform design assessments for potential mid-block crossings, a pedestrian count was undertaken on 12 November 2025. Based on the survey results data, two mid-block pedestrian refuge crossings are recommended near Davaar Place and McLaren Street. The inclusion of the pedestrian refuge crossings will require reduction of ten car parks to accommodate safe crossing points and new pram ramps. The recommended crossing locations remain the same for both Option B (revised) and Option E (revised).
20. Design changes specific to Option B (revised) and E (revised) are outlined below:
 - 20.1. Option B (revised) includes:
 - 20.1.1. Additional improvements to cycling infrastructure to complement the 1.5m on-road bike lane included in the original Option B concept, including bike boxes at intersections and a chevron line-marked buffer behind the parking bays (> 1.2m depending on road width).
 - 20.1.2. Raised pedestrian thresholds for minor side streets to improve pedestrian accessibility.
 - 20.1.3. Two new pedestrian refuge crossings near Davaar Place and McLaren Street, where pedestrian counts warrant.
 - 20.1.4. Three new street trees (included in the original Option B).
 - 20.1.5. Updated arrangements for parking adjacent intersections following review which increases the number of car parks that can be retained by eight (8) parks.

- 20.1.6. Overall retention of 110 on-street car parks, including four accessible car parks which exceeds Australian Standards (AS2890.5) requirements for accessible parking.
- 20.1.7. The design of the bike lane and line marked buffer has been modified to reflect best practice and Austroads guidelines which recommend a fixed 1.5m on-road bike lane with a line marked buffer between the bike lane and angled parking.

20.2. Option E (revised) includes:

- 20.2.1. 60-degree angle on-street parking in lieu of 45-degree angle parking, increasing parking retention by 16 spaces.
- 20.2.2. A reduced width off-road cycle path of 1.2m with a 0.5m wide landscaped buffer (garden bed) between the cycle path and pedestrian footpath to reduce the risk of conflict between cyclists/scooters and pedestrians.
- 20.2.3. Refined alignment to the cycle path in the footpath to better comply with design standards, noting in some areas this will increase the impact to existing outdoor dining areas.
- 20.2.4. Raised pedestrian thresholds for minor side streets to improve pedestrian accessibility.
- 20.2.5. Two new pedestrian refuge crossings near Davaar Place and McLaren Street, where pedestrian counts warrant.
- 20.2.6. Four new street trees (included in the original Option E). One extra tree is accommodated with the closure of the central median at Cairns Street.
- 20.2.7. Updated arrangements for parking adjacent intersections following review which increases the number of car parks that can be retained by eight spaces.
- 20.2.8. Overall retention of 89 on-street car parks, including four accessible car parks which exceeds the Australian Standards (AS2890.5) requirements for accessible parking.

21. A summary table has been included below comparing the revised options and the specific outcomes for on-street parking. *Table 1: Revised options on-street car parking summary for Hutt Street between South Terrace and Carrington Street*

	Option B	Option E
Retained Parking under original option	112	76
Design update	Option B (revised)	Option E (revised)
Changes to parking adjacent intersections	+8	+8
Change in angle of parking (45 degree to 60 degree)	N/A	+16
Reallocation of parking space for pedestrian refuge crossings (x2)	-10	-10
OVERALL TOTAL PARKS RETAINED <i>(including 4 accessible car parks)</i>	110	89

Note: The indicative figures in table 1 are based on all available information at the time of report preparation and are subject to minor change during detailed design development.

Infrastructure and Public Works Committee 2 December 2025

- 22. Two deputations were heard at the committee meeting from a local trader and community member supporting Option B (revised). Their support was based on the high number of on-street car parks that could be retained under this option whilst providing improvements in other key areas such as amenity and pedestrian and cyclist accessibility and safety.
- 23. The Committee provided strong positive feedback in support of Option B (revised) noting the high level of on-street parking to be retained whilst continuing to provide significant revitalisation of the street including upgraded amenity, improved lighting, safety improvements for pedestrians and cyclists and increased greening.
- 24. Option E (revised), whilst increasing parking retention from the original concept due to the change in angle parking approach, was noted as having some design challenges, namely the width and rideability of the protected bike path (1.2m), impact to existing outdoor dining along the street due to reduction of the (pedestrian) footpath to 3.1m and the impact of the path alignment at intersections on established outdoor dining areas.

25. Given the strong preference for Option B (revised), Council Members requested that the following be considered as part of the detailed design:
 - 25.1. Review of the location of accessible parking to support improved access to facilities in the street.
 - 25.2. Review of the western footpath width (4.2m) and bike lane and buffer (safety strip) arrangement with a view to providing a consistent buffer width of 1.2m for both sides of Hutt Street where possible.
26. It was also requested that the Administration continue to engage with community throughout the delivery of the project to preserve the unique and unified community spirit of Hutt Street given the broad ranging views expressed during the consultation on street layout.
27. Discussion included timelines for detailed design and construction of the preferred Option B (revised), and it was noted that the approximate timing for design is 10-12 months including procurement and 18 months for construction delivery. The Administration advised that following engagement with the construction market, updates on construction timing and staging would be provided to Council Members.
28. The Committee were advised that a report would be prepared with a recommendation to Council reflecting the feedback from Council Members, i.e. Option B (revised).

Project Cost

29. Preliminary estimates undertaken in April 2025 as part of the concept development options phase indicate the total project cost to deliver Option B (revised) approximately \$24.959m.
30. An updated cost estimate will be developed for Option B (revised) and cost updates will be provided to Council as the project progresses to ensure the project is delivered to the approved budget.
31. The new and upgrade estimated cost has increased due to the availability of further technical information informing the scope and impacts of escalation noting the prolonged escalation in time to determine an option.
32. The asset renewal scope generally includes renewal of kerb and gutter, stormwater, road pavement, and other more minor infrastructure assets. The road pavement has minimal remaining asset life and would be programmed for renewal in the next five years. Other assets have slightly more asset life and will be renewed as part of the project to maximise construction cost efficiencies and avoid works in the near future in Hutt Street.
33. The scope of the renewals to be undertaken as part of the project will be further reviewed during the detailed design and costs will be managed via the Annual Business Plan and Budget process.
34. Note the estimated project cost of \$24.959m does not include the Thriving Suburbs grant of \$7.32m which has not as yet been finalised.

Summary

35. Public consultation undertaken by Council was extensive, feedback received indicated that Option D was the preferred, however further community feedback and sentiment post the consultation has led Council to review and revisit the options presented.
36. Council's feedback to the Administration was to explore design elements with consideration given to balancing the needs of the business community and residents through increasing parking numbers, widening the on-street bicycle lane (with protection provided through a buffer) and to bring in elements that were considered a part of Council's Thriving Suburbs funding submission.
37. Key elements that respond to feedback from community and align with the Thriving Suburbs grant funding objectives included in Option B (revised) are as follows:
 - 37.1. Amenity upgrades including new footpath, new and upgraded lighting, way finding/public art and greening.
 - 37.2. Improved infrastructure for pedestrians including two new pedestrian refuge crossings and raised thresholds: providing greater connectivity and safety for visitors to the street.
 - 37.3. Improved on road bike infrastructure including a wider bicycle lane, safety strip buffer behind 60-degree parking and line marked bike boxes at intersections.

Next Steps

38. Following a decision by Council, the Administration will:
 - 38.1. Notify the community and stakeholders of Council's direction on the option to be progressed to detailed design and provide information on what to expect during the detailed design phase.

- 38.2. Notify the State and Federal Government of Council's decision and to progress negotiations to secure and finalise grant funding.
- 38.3. Procure design consultants and commence detailed design based on Option B (revised).
- 38.4. Commence engagement with key stakeholders to inform detailed design and delivery planning.

DATA AND SUPPORTING INFORMATION

Link 1 – Infrastructure and Public Works Committee - 19 August 2025 – Workshop Report

Link 2 – CEO Briefing - Tuesday 21 October 2025 – Presentation Pack.

Link 3 – Hutt Street Revitalisation – Concept Development Options Engagement Summary report.

Link 4 – Infrastructure and Public Works Committee 2 December 2025 - Workshop Report.

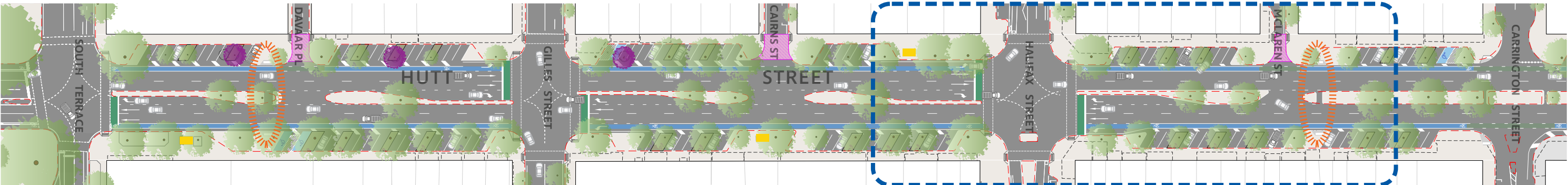
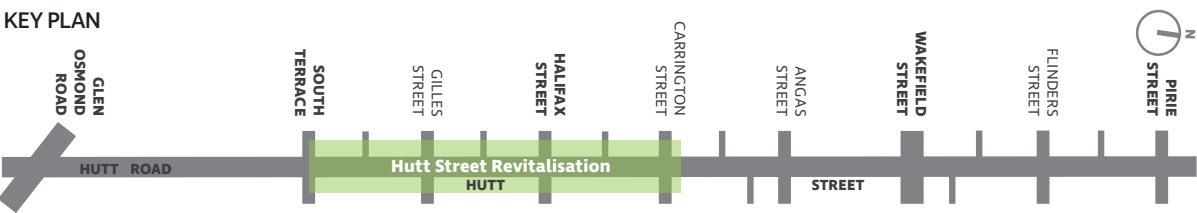
ATTACHMENTS

Attachment A – Revised Option B Concept Development Pack.

- END OF REPORT -

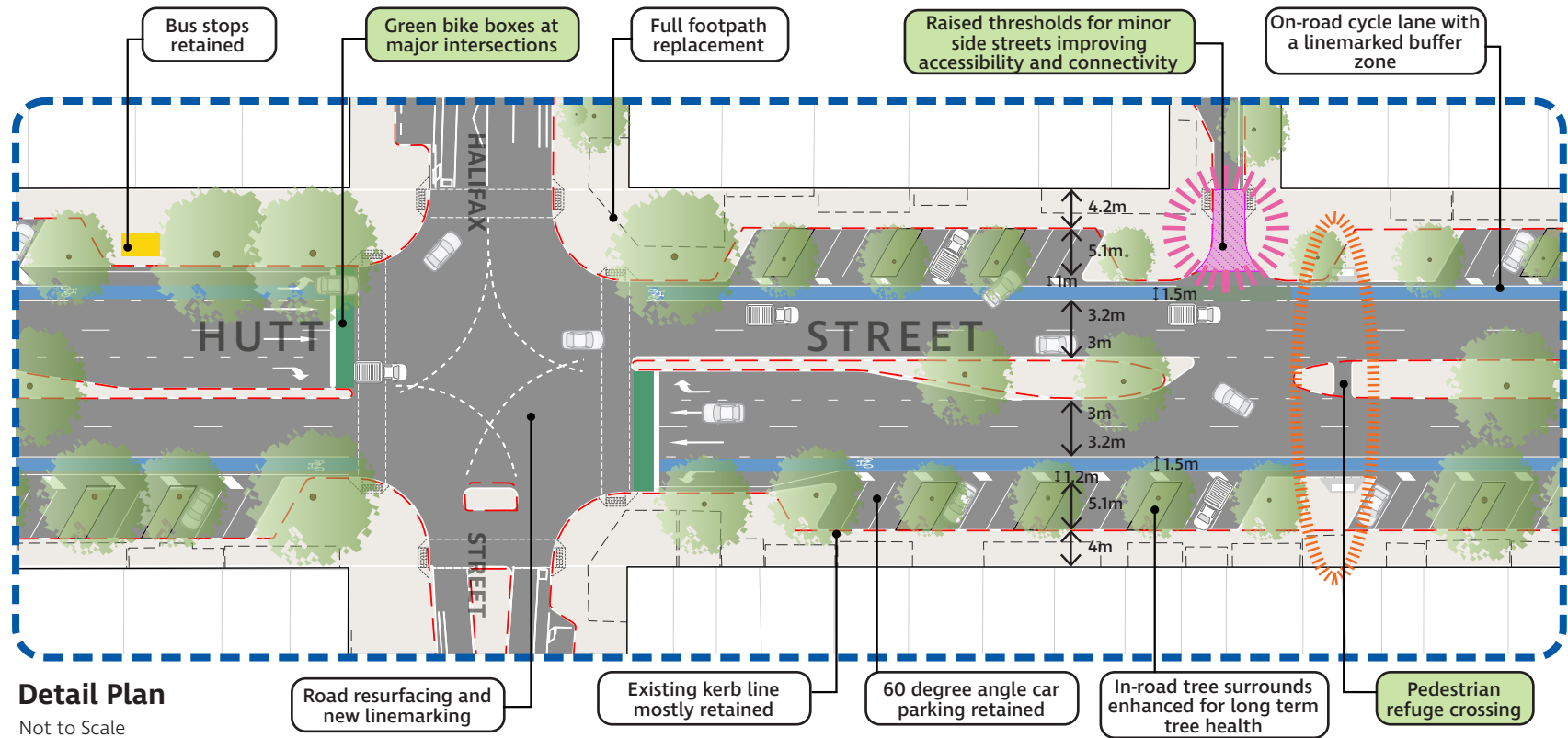
Concept Development Options

Revised Option B - Hutt Street



Development Option Plan

Not to Scale



Detail Plan

Not to Scale

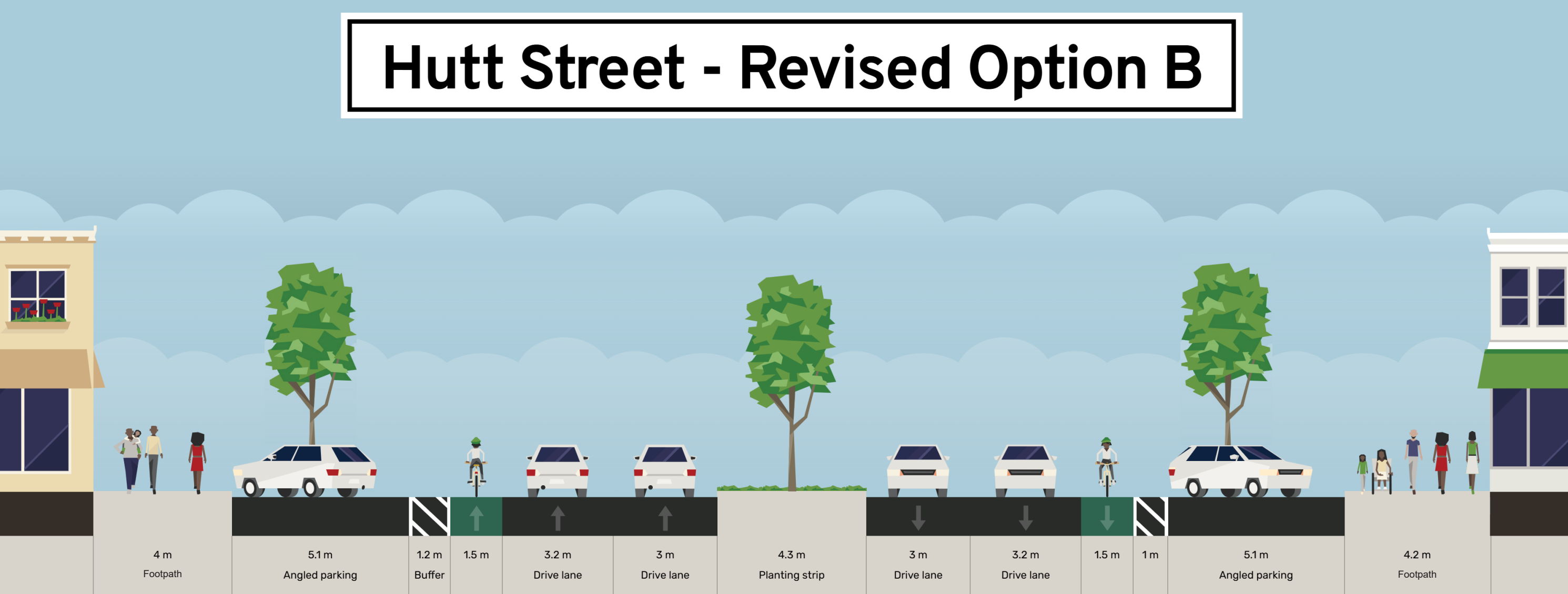
Legend

- | | | | |
|------------------|------------------------------|--------------------------|---------------------|
| Existing trees | Existing kerb | Footpath & activity zone | Bus stop & shelter |
| New trees | Existing awnings & verandahs | Roadway | Tree surround |
| Raised threshold | Pedestrian refuge crossing | Cycle lane | Accessible car park |

Concept Development Options

Revised Option B - Hutt Street

Hutt Street - Revised Option B



Note: dimensions vary due to on-site conditions, including width of linemarked buffer zone varies, minimum shown

Concept Development Options

Options Comparison Table

	Existing	Option B	Revised Option B
Angle of parking	60 degree	60 degree	60 degree
Perpendicular depth of parking spaces	5.72m	5.1m	5.1m
Number of on-street car parks (approximate)	132*	112	110
Traffic lane widths	3.5m	3m	3m
	3.5m	3.2m	3.2m
Bike lane/path width	1.3m* (no buffer)	1.5m + 0.4m buffer + 0.8m buffer	1.5m + 1.2m buffer
	On-road	On-road	On-road
Footpath width	4m	4m	4m
Other notes	* Dimensions are non-compliant with Australian Standards		Design of bike lane and buffer strip modified to reflect best practice

Note: dimensions vary due to on-site conditions

Review of the Behavioural Management Policy

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Corporation

Program Contact:
Rebecca Hayes, Associate
Director Governance & Strategy

Public

Approving Officer:
Anthony Spartalis, Chief
Operating Officer

EXECUTIVE SUMMARY

The purpose of the report is for Council to endorse the revised Council Member Behavioural Management Policy (the Policy).

Council adopted the current Policy at its meeting on 12 December 2023. Since then, it has undergone a comprehensive review to ensure the framework is user-friendly, streamlined, and timely, while continuing to reflect best practice.

The City Finance and Governance Committee considered the revised Policy at its meeting held on 21 October 2025 and provided a recommendation to Council. At its meeting held on 28 October 2025, Council deferred the consideration of the revised Policy and referred the matter back to the City Finance and Governance Committee. The revised Policy was then considered by the City Finance and Governance Committee on 18 November 2025 resulting in a recommendation to Council. At its meeting held on 25 November 2025, Council deferred the consideration of the revised Policy to it’s meeting to be held on 9 December 2025.

The Policy reflects, identified improvements incorporated into the revised version, providing greater clarity on processes for those involved in behavioural matters and reinforcing a respectful and productive council environment, that is considered best practice approach. This periodic review also supports strong governance and continuous improvement.

Notably, the Policy proposes an approach whereby neither the Lord Mayor, nor the Deputy Lord Mayor will be responsible for the initial assessment of complaints, rather, the matter will be referred to a suitably qualified external assessor and then (if necessary) to a suitably qualified external investigator. This approach aims to resolve matters early, short of a full investigation.

Consistent with Part A1 of Chapter 13 of the *Local Government Act 1999* (SA), the external assessor has a range of options available to them to resolve the complaint including:

- Dismissal;
- Referral to another agency or body;
- Mediation, conciliation, arbitration or other dispute or conflict resolution; and
- Training, instruction, counselling, mentoring or coaching.

Only if a complaint is not suitable for resolution at the assessment stage, will it proceed to an investigation. If the investigator determines a breach has occurred, the matter will then be referred to the Council for consideration and action.

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RECOMMENDATION

THAT COUNCIL

1. Adopts the Council Member Behavioural Management Policy as contained in Attachment A to Item 18.7 on the Agenda for the meeting of Council held on 9 December 2025.
 2. Authorises the Chief Executive Officer to make any minor editorial and formatting changes as required to finalise the Council Member Behavioural Management Policy as contained in Attachment A to Item 18.7 on the Agenda for the meeting of Council held on 9 December 2025.
-

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Corporation
Policy	This Policy is part of the behavioural management framework set out in the <i>Local Government Act 1999</i> . This Policy should be read in conjunction with the Council Member Behavioural Support Policy and the Council Member Staff Interaction Policy.
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	It is mandatory for all councils to prepare and adopt a Behavioural Management Policy in accordance with section 262B of the <i>Local Government Act 1999</i> .
Opportunities	The revised Policy incorporates identified improvements, providing greater clarity on processes for those involved in behavioural matters and reinforcing a respectful and productive council environment. Furthermore, as new council members have commenced with Council following the Central Ward Supplementary Election, this is a good time for those new members to familiarise themselves with Behavioural expectations as they await their mandatory training obligations.
25/26 Budget Allocation	Not as a result of this report
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background

1. The Behavioural Management Framework (the Framework) is a key part of the 2022 reforms to the *Local Government Act 1999* (the Act).
2. The Framework includes:
 - 2.1. The prescribed Behavioural Standards for Council Members, determined by the Minister for Local Government, which apply to all council members in South Australia (section 75E of the Act).
 - 2.2. The mandatory Behavioural Management Policy relating to the management of the behaviour of Council Members and adopted pursuant to section 262B of the Act.
3. In addition, the Behavioural Standards Panel has been formed as an independent statutory authority which has power to impose sanctions on council members who breach the legislative and policy requirements of the Framework.

Behavioural Standards for Council Members

4. The Behavioural Standards for Council Members (Behavioural Standards) are standards published by the Minister, which all members are required to observe.
5. Council Members must comply with the provisions of these Behavioural Standards in carrying out their functions as public officials. It is the personal responsibility of council members to ensure that they are familiar with and comply with, these Standards at all times.
6. The Behavioural Standards include:

General Behaviour

- 6.1. Show commitment and discharge duties conscientiously.
- 6.2. Act in a way that generates community trust and confidence in the Council.
- 6.3. Act in a manner that is consistent with the Council's role as a representative, informed and responsible decision maker, in the interests of its community.
- 6.4. Act in a reasonable, just, respectful and non-discriminatory way.
- 6.5. When making public comments, including comments to the media, on Council decisions and Council matters, show respect for others and clearly indicate their views are personal and are not those of the Council.

Responsibilities as a member of Council

- 6.6. Comply with all applicable Council policies, codes, procedures, guidelines and resolutions.
- 6.7. Take all reasonable steps to provide accurate information to the community and the Council.
- 6.8. Take all reasonable steps to ensure that the community and the Council are not knowingly misled.
- 6.9. Take all reasonable and appropriate steps to correct the public record in circumstances where the Member becomes aware that they have unintentionally misled the community or the Council.
- 6.10. Act in a manner consistent with their roles, as defined in section 59 of the Act.
- 6.11. In the case of the Principal Member of a Council, act in a manner consistent with their additional roles, as defined in section 58 of the Act.
- 6.12. Use the processes and resources of Council appropriately and in the public interest.

Relationships with fellow Council Members

- 6.13. Establish and maintain relationships of respect, trust, collaboration, and cooperation with all Council Members.
- 6.14. Not bully other Council Members.
- 6.15. Not sexually harass other Council Members.

Relationships with council employees

- 6.16. Establish and maintain relationships of respect, trust, collaboration, and cooperation with all Council employees.
- 6.17. Not bully council employees

6.18. Not sexually harass council employees.

Behavioural Management Policy

7. The Council Member Complaints (the Policy) has undertaken a review. A copy of the current Policy can be found at [Link 1](#).
8. The proposed Policy can be found in **Attachment A**. The new draft Policy will ensure that everyone involved in a complaint matter is treated fairly, equitably, and transparently and receives support where applicable, while affording natural justice to all parties involved.
9. Due to the number of changes a comparison table is provided below to assist Council Members understanding what changes have occurred.

Issue	Current Council Member Complaints Policy	Draft Behavioural Management Policy	Differences
<i>Purpose and Introductory Matters</i>	"Purpose" section is at the start of the Policy.	Heading called "Purpose and Introductory Matters" is section 2.	Slight structural change. "Purpose" is at the start in the current policy, whereas the draft separates it under a dedicated section.
Definitions	These are at the end of the Policy in the Glossary.	<p>These are at the start of the Policy.</p> <p>Adds definitions for "Behavioural Complaint", "Behavioural Support Policy", "Complainant", "Complaint Assessment", "Contact Officer", "Council Member", "Dispute Resolution."</p> <p>Does not contain definitions for "Behavioural Management Framework", "Behavioural Requirements", "Behavioural Standards Panel", "Behavioural Standards Panel Contact Officer", "Misbehaviour", "Person Responsible for Managing the Complaint", "Repeated Misbehaviour", "Responsible Person" and "Serious Misbehaviour."</p>	<p>Definitions are at the end of the Policy in Glossary in the current Policy. They are at the start of the Policy in the draft Policy.</p> <p>The draft Policy adds specific definitions related to behavioural standards and policies.</p> <p>Definitions can be found in the <i>Local Government Act 1999</i> section 262E defines:</p> <p>Misbehaviour</p> <ul style="list-style-type: none"> • Presiding Member • Repeated misbehaviour and • Serious misbehaviour <p>Definitions for certain terms are added, including:</p> <ul style="list-style-type: none"> • Behavioural Complaint, • Behavioural Support Policy, • Complainant • Complaint Assessment, • Contact Officer • Council Member, • Dispute Resolution

Issue	Current Council Member Complaints Policy	Draft Behavioural Management Policy	Differences
Who can make a behavioural complaint?	It does not specifically state that any person can make a complaint against a Council Member.	States any person may make a complaint against a Council Member.	Draft Policy specifically states that any person can make a complaint against a Council Member. There is a whole section (section 3) called "who can make a behavioural complaint?"
Process and requirements for behavioural complaint	<p>This is detailed under its own heading "Formal Action – Receipt."</p> <p>Complaints must be in writing, specify details, and be within 6 months of occurrence of the behaviour.</p>	<p>This is detailed in section 4 of the draft Policy titled "Requirements for making behavioural complaint."</p> <p>Detailed requirements for making a complaint, including evidence, personal effect by the Complainant, and the outcome sought.</p> <p>It also requires the complainant to explain whether any attempt to reach an informal resolution has been made and if no attempt has been made, an explanation as to why.</p>	<p>These sections are located in different spots of the Policies. In the current Policy, the receipt of a complaint has its own heading "Formal Action – Receipt."</p> <p>The process is more detailed in the draft Policy and easier to follow. Focus is placed on the Complainant providing evidence and personal impact on the Complainant. The draft Policy also requires the complainant to explain whether any attempt to reach an informal resolution has been made and if no attempt has been made, an explanation as to why.</p>
Time limits for complaints	Complaints must be made within 6 months of the event.	Complaints must be made within 6 months of the event.	No change.
<i>Receipt of complaint</i>	<p>This is detailed under the heading "Formal Action – Receipt."</p> <p>States that the complainant will receive written acknowledgment of the complaint and a copy of the policy within 2 business days of the complaint being received or as soon as reasonably practicable.</p> <p>The Lord Mayor or Deputy Lord Mayor initially assesses complaints. Issues are handled internally.</p>	<p>Heading called "Receipt of Complaint" is section 5.</p> <p>Does not state that the complainant will receive written acknowledgement of the complaint.</p> <p>The Lord Mayor (or Deputy Lord Mayor) will no longer be responsible for the initial assessment. Complaints are referred to an External Complaints Assessor for a Complaint Assessment.</p>	<p>The draft Policy does not contain a requirement for the complainant to receive written acknowledgment of the complaint and a copy of the policy.</p> <p>Major procedural change in the draft Policy with a change from internal to external assessment and investigation.</p>

Issue	Current Council Member Complaints Policy	Draft Behavioural Management Policy	Differences
Informal action	<p>This is detailed under the heading "Informal Action."</p> <p>This allows for informal action to be undertaken as a result of a concern raised with the Lord Mayor on an informal basis (or the Deputy Lord Mayor if it concerns the Lord Mayor), or conduct observed by the Lord Mayor directly.</p>	The draft Policy does not have an informal action step.	The draft Policy does not have an informal action step.
Complaint assessment	<p>This is detailed under the heading "Assessment."</p> <p>The Person Responsible for Managing the Complaint has several options including refusing to deal with the complaint, determine to take no further action, refer to an alternative dispute resolution mechanism, refer to another body or agency, make inquiries or investigate.</p> <p>The Person Responsible for Managing the Complaint may engage a third party to assist with the assessment.</p>	<p>Heading called "Complaint Assessment" is section 5.</p> <p>Complaint assessment is conducted by an External Complaints Assessor. The External Complaints Assessor with decisions to dismiss, refer to another body or agency refer to dispute conflict resolution, require the Council Member(s) the subject of the complaint to undertake training, instruction, counselling, mentoring or coaching, or investigate.</p>	<p>In the draft Policy, there is a change to external assessment.</p> <p>The draft Policy also provides the External Complaints Assessor the option to require the Council Member(s) the subject of the complaint to undertake training, instruction, counselling, mentoring or coaching.</p>
Determination of complaint assessment	<p>Whilst the Policy lists the several options that the Person Responsible for Managing the Complaint has under the heading "Assessment" there is not a lot of detail under each section.</p> <p>For example, the referral of a matter to an alternative dispute resolution process is not explicitly detailed.</p>	<p>Heading called "Determination of Complaint Assessment" is section 7.</p> <p>The draft Policy provides a lot of details surrounding the different options that the External Complaints Assessor has when assessing a complaint and each option has a whole dedicated section.</p> <p>For example, the draft Policy contains a whole section devoted to dispute resolution. It contains lot of detail regarding alternative dispute resolution and the process regarding who is required to attend and participate.</p>	The draft Policy contains a lot more details regarding the different options when assessing a complaint.

Issue	Current Council Member Complaints Policy	Draft Behavioural Management Policy	Differences
Investigation	<p>This has its own heading called Investigation.</p> <p>A third party is engaged to conduct the investigation.</p> <p>There is no requirement for the third party to not be a Council Member or employee of Council.</p>	<p>Heading called "Investigation" is section 7.</p> <p>External Complaints Assessor liaises with the Contact Officer to engage a suitable External Investigator. There are specific requirements within clause 7.12 in relation to the External Investigator including that he/she must not be a Council Member or employee of Council and who has appropriate qualifications, knowledge, experience or expertise conduct assessments.</p>	<p>There is a clear shift towards external parties undertaking the investigation.</p>
<i>Report</i>	<p>The steps in relation to the report are in the heading of "Report."</p> <p>Person conducting the investigation must within 5 business days prepare a draft report. The parties to the complaint will have 5 business days to make submissions. The final report is issued within 5 business days of receipt of submissions.</p>	<p>The steps in relation to the report are outlined under the heading "Investigation."</p> <p>External Investigator prepares a draft report and provides the Complainant and the Council Members the subject of the complaint an opportunity to make submissions. The final report is provided after considering any submissions.</p> <p>External Investigator must provide final report to the Contact Officer who will communicate it to the Complainant and the Council Member(s).</p> <p>The requirements in relation to the final report are very detailed (clause 8.6).</p>	<p>In the current Policy, the Report has its own heading.</p> <p>The current Policy stipulates timeframes for the preparation of the report, the making of submissions and then the submission of the final report. The draft Policy does not stipulate any time frames. It uses vaguer language for example "reasonable time."</p> <p>The requirements in relation to the final report are more onerous in the draft Policy.</p> <p>The inclusion of prescriptive timeframes can create obstacles in complaint management, potentially causing staff to focus more on meeting deadlines rather than addressing the substantive issues. Of relevance, the <i>Legislation Interpretation Act 2021</i> provides that, in the absence of specific dates, matters are to be dealt with as soon as reasonably practicable. Since the policy is considered a statutory instrument, this default will apply notwithstanding the approach outlined in the policy.</p>

Issue	Current Council Member Complaints Policy	Draft Behavioural Management Policy	Differences
Confidentiality	<p>This is detailed under the heading "Confidentiality."</p> <p>Complaints are managed confidentially until they are required to be reported to Council in a public meeting.</p>	<p>Heading called "Confidentiality" is section 1</p> <p>Very similar. Complaints are managed confidentiality until considered by the Council in a public meeting or otherwise lawfully made public or disclosed.</p>	No change.
Repeated misbehaviour	<p>There is a section dedicated to repeated misbehaviour.</p> <p>Provides the Lord Mayor the opportunity to refer the Repeated Misbehaviour to the Behaviour Standards Panel.</p>	There is no repeated misbehaviour section in the draft Policy.	<p>There is no repeated misbehaviour section in the draft Policy. The draft Policy does not address this issue.</p> <p>It is unnecessary to include this reference in the policy since it is a legislative requirement. Including it may lead to inconsistencies if the legislation changes and the policy is not updated accordingly.</p>
Grievance regarding outcome of Formal Action	<p>The Policy has a section dedicated to grievance regarding outcome of Formal Action. It is titled "Grievance regarding outcome of Formal Action.</p> <p>If the parties to a Formal Action are dissatisfied with the outcome of the Formal Action, either party may refer the matter to the OmbudsmanSA.</p>	There is no dedicated section in the draft Policy dedicated to this issue.	In the current Policy, this issue has its own heading. The draft Policy does not address this issue.
Other matters	<p>The complainant and the person complained about are entitled to have a support person present during any discussions relating to complaints.</p> <p>In circumstances where a breach of the Behavioural Requirements is found, the matter must be reported in the Council's Annual Report.</p>	None of these matters are addressed in the draft Policy.	<p>The draft Policy does not address the issue of the complainant being entitled to have a support person present or a matter being reported in the Council's Annual Report where a breach of the Behavioural Requirements is found.</p> <p>It is unnecessary to include this reference in the policy since it is a legislative requirement. Including it may lead to inconsistencies if the legislation changes and the policy is not updated accordingly.</p>

Issue	Current Council Member Complaints Policy	Draft Behavioural Management Policy	Differences
Behavioural Standards Panel	<p>This is detailed under the heading “Behavioural Standards Policy.”</p> <p>A complaint alleging Misbehaviour, Repeated Misbehaviour or Serious Misbehaviour may be made to the Behavioural Standards Panel.</p>	<p>There is no dedicated section in the draft Policy dedicated to this issue. However, it is detailed in clauses 2.8 and 2.9.</p>	<p>This information is located in different spots of the Policies.</p> <p>It is unnecessary to include this reference in the policy since it is a legislative requirement. Including it may lead to inconsistencies if the legislation changes and the policy is not updated accordingly.</p>
Responsibilities	<p>This is detailed under the heading “Responsibilities.”</p> <p>The Person Responsible for Managing the Complaint must carry out tasks related to handling complaints, facilitate access to resources for those affected, and work with the CEO and external resources to investigate and resolve issues.</p> <p>The Chief Executive Officer (CEO) manages the receipt, acknowledgment, record-keeping, and allocation of complaints, and facilitates access to external support.</p> <p>The Behavioural Standards Panel Contact Officer must respond to lawful requests and notices from the Panel, and if not the CEO, keep the CEO informed about the status of matters under review.</p>	<p>There is no dedicated “Responsibilities” section.</p> <p>The responsibilities of the Contact Officer are outlined in clause 7.6.</p> <p><i>The responsibilities of the Behavioural Standards Panel Contact officer are not outlined. Clause 2.9 simply lists the name of the Behavioural Standards Panel Contact officer.</i></p>	<p>The responsibilities of the Person Responsible for Managing the Complaint, CEO and Behavioural Standards Panel Contact Officer are clearly outlined under the heading “Responsibilities” in the current Policy.</p> <p>There is no dedicated “Responsibilities” section in the draft Policy. However, the responsibilities of the Contact Officer are outlined.</p>
Other useful documents	<p>The Policy contains a section of related documents and relevant legislation.</p>	<p>The draft Policy does not list any related documents and relevant legislation.</p>	<p>The draft Policy does not list any related documents and relevant legislation.</p>
Appendix 1	<p>The Policy contains a flow chart which simplifies the steps for informal and formal action.</p>	<p>The draft Policy contains a flow chart.</p>	<p>The draft Policy contains a flow chart.</p>

12. The Policy has been reviewed in accordance with the Framework for Council Members and sets out the approach to the management of complaints about the behaviour of Council Members.
13. This Policy will apply to the Principal Member (Lord Mayor) and all Council Members. This Policy does not apply to complaints about council employees or the council as a whole.
14. Complaints will be managed under the proposed Policy in a manner that will ensure procedural fairness and with much expedition as the requirements of the matter and the Act allow with proper consideration of the matter.
15. The proposed Policy does not prevent Council Members from seeking to resolve disputes and complaints in a proactive, positive and courteous manner.

DATA AND SUPPORTING INFORMATION

Link 1 – Current Council Member Complaints Policy

ATTACHMENTS

Attachment A – Proposed Behavioural Management Policy

- END OF REPORT -

Behavioural Management Policy

TBC

legislative

1. DEFINITIONS

In this Policy:

- 1.1 Behavioural Complaint means a complaint alleging that a Council Member has contravened a provision of one or both of the following instruments:
 - 1.1.1 The Behavioural Standards; or
 - 1.1.2 The Behavioural Support Policy.
- 1.2 Behavioural Standards means the behavioural standards established by the Minister under section 75E of the LG Act.
- 1.3 Behavioural Support Policy means the Behavioural Support Policy adopted by the Council under section 75F of the LG Act and any other policy which the Council may adopt under that provision from time to time.
- 1.4 Complainant means a person making a Behavioural Complaint.
- 1.5 Complaint Assessment mean an assessment of a Behavioural Complaint undertaken in accordance with clause 6 of this Policy.
- 1.6 Contact Officer has the meaning given by clause 5.4.
- 1.7 Council Member means the Lord Mayor, Deputy Lord Mayor, and each Councillor of the Council.
- 1.8 Dispute Resolution means mediation, conciliation, arbitration or other dispute or conflict resolution.
- 1.9 External Complaints Assessor has the meaning given by clause 5.5.
- 1.10 External Investigator has the meaning given by clause 7.12.
- 1.11 LG Act means the Local Government Act 1999.

2. PURPOSE AND INTRODUCTORY MATTERS

- 2.1 This Policy is the Council's behavioural management policy adopted under section 262B of the LG Act.
- 2.2 This Policy sets out:
 - 2.2.1 requirements relating to the making of a Behavioural Complaint; and
 - 2.2.2 the process for receipt and management of a Behavioural Complaint.
- 2.3 Nothing in this Policy:

- 2.3.1 prevents Council Members and other persons from seeking to resolve disputes and complaints in a proactive, positive and courteous manner before they are escalated; or
- 2.3.2 prevents any person from making any complaint regarding a Council Member to any other authority, including the Office for Public Integrity or the Ombudsman.
- 2.4 This Policy does not apply to complaints about Council employees or the Council as a whole.
- 2.5 All decisions made and other steps taken by the Contact Officer, External Complaints Assessor, or External Investigator under this Policy are made or taken on behalf of, or as a delegate of, the Council within the meaning of section 262C(3) of the LG Act.
- 2.6 In accordance with section 262C(3) of the LG Act, the Contact Officer, External Complaints Assessor, and External Investigator:
 - 2.6.1 must proceed with as little formality and technicality and with as much expedition as the requirements of the LG Act or any other Act and a proper consideration of the matter permit; and
 - 2.6.2 are not bound by rules of evidence but may inform themselves of any matter in any manner that they consider appropriate.
- 2.7 The provisions of this Policy are intended to constitute an exhaustive statement of the requirements of the natural justice hearing rule in relation to all stages of the management of a Behavioural Complaint.
- 2.8 Failure by a Council Member to comply with a provision of, or a requirement under, this Policy constitutes misbehaviour within the meaning of section 262E of the LG Act and may be referred to the Behavioural Standards Panel.
- 2.9 The Council's Behavioural Standards Panel contact officer (as required by section 262B(4)(c) of the LG Act, and the Behavioural Standards) is the Chief Executive Officer.

3. **WHO CAN MAKE A BEHAVIOURAL COMPLAINT?**

- 3.1 Any person may make a Behavioural Complaint against any Council Member.
- 3.2 A Behavioural Complaint must be made in accordance with the requirements of this Policy in order to be dealt with as a Behavioural Complaint.

4. **REQUIREMENTS FOR MAKING BEHAVIOURAL COMPLAINT**

- 4.1 A Behavioural Complaint must:
 - 4.1.1 be in writing and sent by email to councilmembercomplaints@cityofadelaide.com.au
 - 4.1.2 include the name and email address of the Complainant;
 - 4.1.3 specify which Council Member(s) are alleged to have contravened the Behavioural Standards or Behavioural Support Policy;
 - 4.1.4 specify which clause(s) of the Behavioural Standards or Behavioural Support Policy are alleged to have been contravened by the relevant Council Member(s);

- 4.1.5 describe with reasonable particularity the facts and circumstances said to constitute such contravention(s);
 - 4.1.6 be accompanied by any evidence in the possession of the Complainant which supports the description of the relevant facts and circumstances;
 - 4.1.7 explain whether the matter(s) raised in the complaint affects or relates to the Complainant in some way personally (as opposed to affecting or relating to the general public at large);
 - 4.1.8 identify the outcome being sought by the Complainant, by reference to the potential outcomes contemplated under this Policy (See particularly clauses 6.1 and 8.6.4);
 - 4.1.9 be made within 6 months of the event or circumstances said to constitute a contravention of the Behavioural Standards or Behavioural Support Policy.
- 4.2 If the Complainant is a Council Member, a Behavioural Complaint must also (in addition to the requirements of clause 4.1):
- 4.2.1 explain whether the Complainant has made any attempt to reach an informal resolution of the matters the subject of the complaint with the Council Member(s) the subject of the complaint and:
 - (a) if such an attempt has been made—explain the outcome of that attempt;
 - (b) if no such an attempt has been made—explain why no such attempt has been made;
 - 4.2.2 include a statement to the effect that the Council Member does not consider there to be any reasonable prospect of reaching an informal resolution of the matter(s) the subject of the complaint.
- 4.3 Subject to clause 4.4, if a complaint is received which purports to be a Behavioural Complaint but which does not meet any one or more of the requirements of this clause 4:
- 4.3.1 The complaint will not be dealt with under this Policy;
 - 4.3.2 the Contact Officer will indicate to the Complainant which requirements of clause 4 have not been met and will invite the Complainant to submit a new complaint;
 - 4.3.3 the Contact Officer may indicate to the Complainant whether there is any available alternative complaint mechanism which the Complainant may wish to utilise.
- 4.4 If the only requirement of clause 4 which a particular complaint does not meet is the time limit in clause 4.1.9, the complaint will be dealt with as a Behavioural Complaint under this Policy (however, the External Complaints Assessor may be required to dismiss the complaint in accordance with clause 7.2).

5. **RECEIPT OF COMPLAINT**

- 5.1 Following receipt of a Behavioural Complaint which complies with the requirement of clause 4, the Contact Officer will refer the complaint to an External Complaints Assessor for a Complaint Assessment.

- 5.2 The Contact Officer will also consider whether the complaint attracts the operation of the Public Interest Disclosure Act 2018 and will advise the External Complaints Assessor of their conclusion in this regard.
- 5.3 The External Complaints Assessor will decide whether to keep the Complainant's identity confidential from the Council Member(s) the subject of the complaint, after having regard to:
 - 5.3.1 the requirements of the Public Interest Disclosure Act 2018 (if applicable); and
 - 5.3.2 whether (and the terms in which) the Complainant has requested that their identity be kept confidential from the Council Member(s) the subject of the complaint; and
 - 5.3.3 any other matters the External Complaints Assessor considers relevant.
- 5.4 The Contact Officer with respect to a particular Behavioural Complaint is:
 - 5.4.1 the Chief Executive Officer of the Council; or
 - 5.4.2 if the Chief Executive Officer has designated another employee of the Council as Contact Officer (whether generally or in relation to the particular complaint)—that other officer; or
 - 5.4.3 if the Chief Executive Officer considers that they are unable to act in relation to the particular complaint and has not appointed another employee under above clause 5.4.2 who may deal with that complaint—the Chief Operating Officer.
- 5.5 The External Complaints Assessor with respect to a particular Behavioural Complaint is a person chosen by the Contact Officer on a case-by-case basis and who:
 - 5.5.1 is not a Council Member or an employee of the Council;
 - 5.5.2 is, in the opinion of the Contact Officer, a person with appropriate qualifications, knowledge, experience or expertise to conduct a Complaint Assessment under this Policy; and
 - 5.5.3 has agreed to perform the role of External Complaints Assessor in relation to the complaint.
- 5.6 As soon as practicable after the Behavioural Complaint has been referred to the External Complaints Assessor, the Contact Officer will inform the Complainant of the identity of the External Complaints Assessor.

6. **COMPLAINT ASSESSMENT**

- 6.1 The External Complaints Assessor must assess a Behavioural Complaint and must determine that the complaint will be dealt with in one of the following ways:
 - 6.1.1 The complaint is dismissed;
 - 6.1.2 The matter the subject of the complaint will be referred to another body or agency;
 - 6.1.3 There will be mediation, conciliation, arbitration or other dispute or conflict resolution in relation to the complaint;
 - 6.1.4 The Council Member(s) the subject of the complaint is/are required to undertake training, instruction, counselling, mentoring or coaching;
 - 6.1.5 The complaint will be subject to investigation under this Policy.

- 6.2 The External Complaints Assessor may make different determinations with respect to different parts or different aspects of a single Behavioural Complaint.
- 6.3 The External Complaints Assessor is not required to seek the views of the Complainant, or the Council Member(s) the subject of the complaint, before dismissing a Behavioural Complaint under clause 6.1.1 or referring a Behavioural Complaint to another body or agency under clause 6.1.2.
- 6.4 Before making a determination under clause 6.1.3, 6.1.4 or 6.1.5 with respect to a Behavioural Complaint, the External Complaints Assessor must:
 - 6.4.1 provide a copy of the complaint (or relevant part(s) thereof) to the Council Member(s) the subject of the complaint;
 - 6.4.2 indicate the determination which the External Complaints Assessor proposes to make;
 - 6.4.3 in the case of a proposed determination under clause 6.1.5 — indicate whether or not the External Complaints Assessor also proposes they be appointed to be the External Investigator;
 - 6.4.4 invite the Council Member(s) the subject of the complaint to provide any reasons in writing as to why the External Complaints Assessor should not make that determination, and any views as to whether the External Complaints Assessor should make a different determination under the Policy, within a reasonable timeframe (being at least 7 days);
 - 6.4.5 give genuine consideration to any reasons and views provided in response to the invitation under clause 6.4.4.
- 6.5 Further specific requirements for each of the above kinds of determination are set out below in clause 7.
- 6.6 The External Complaints Assessor must communicate their determination to the Contact Officer, who will be responsible for communicating that determination and any reasons for the determination to the Complainant and to the Council Member(s) the subject of the complaint.

7. DETERMINATION OF COMPLAINT ASSESSMENT – SPECIFIC REQUIREMENTS

Dismissal of Complaint

- 7.1 The External Complaints Assessor may dismiss a Behavioural Complaint on any one or more of the following grounds:
 - 7.1.1 the subject matter of the complaint is trivial;
 - 7.1.2 the complaint is frivolous or vexatious or is not made in good faith;
 - 7.1.3 the Complainant or the person on whose behalf the complaint was made does not have a sufficient personal interest in the matter raised in the complaint;
 - 7.1.4 that, having regard to all the circumstances of the case, it is unnecessary or unjustifiable for the Council to deal with or continue to deal with the complaint;

- 7.1.5 the subject matter of the complaint has been or is already being investigated, whether by the Council or another person or body;
 - 7.1.6 the Council has dealt with the complaint adequately;
 - 7.1.7 in cases where the Complainant is a Council Member – the External Complaints Assessor is not satisfied that the Complainant made adequate attempts to reach an informal resolution of the matters the subject of the complaint with the Council Member(s) the subject of the complaint;
 - 7.1.8 the External Complaints Assessor is satisfied that there is other good reason why it is appropriate to dismiss the complaint.
- 7.2 The External Complaints Assessor must dismiss a Behavioural Complaint if:
- 7.2.1 the complaint was made out of time; and
 - 7.2.2 the External Complaints Assessor is of the opinion that, in all the circumstances of the case, there is no proper basis as to why the complaint should be entertained out of time.
- 7.3 The External Complaints Assessor must provide written reasons for any decision to dismiss a Behavioural Complaint.

Referral to another agency or body

- 7.4 The External Complaints Assessor may determine that a Behavioural Complaint will be referred to an appropriate body or authority external to the Council, if is satisfied that there is good reason for such a referral to be made.
- 7.5 Without limiting clause 7.4:
- 7.5.1 if the External Complaints Assessor forms a reasonable suspicion of corruption in public administration within the meaning of the directions and guidelines issued under the Independent Commission Against Corruption Act 2012 in relation to the matters the subject of a Behavioural Complaint, the complaint must be referred to the Office for Public Integrity.
 - 7.5.2 If the External Complaints Assessor forms a reasonable suspicion of misconduct or maladministration in public administration within the meaning of the directions and guidelines issued under the Ombudsman Act 1972 in relation to the matters the subject of a Behavioural Complaint, the complaint may be referred to the Ombudsman.
- 7.6 The Contact Officer is responsible for:
- 7.6.1 making any referral to an external authority on behalf of the Council; and
 - 7.6.2 notwithstanding clause 6.6—determining whether the Complainant and/or the Council Member(s) the subject of the complaint can or should be informed of the referral (including seeking guidance from the relevant external authority as to whether this is permissible).

Mediation, conciliation, arbitration or other dispute or conflict resolution

- 7.7 If the External Complaints Assessor determines that there will be mediation, conciliation, arbitration or other dispute or conflict resolution (Dispute Resolution) in relation to a Behavioural Complaint:

- 7.7.1 the External Complaints Assessor will liaise with the Contact Officer in order to make arrangements for Dispute Resolution, including identifying and (if necessary) engaging a suitable mediator, conciliator, arbitrator or other facilitator, and for the completion of any documentation in order to facilitate the Dispute Resolution;
- 7.7.2 the External Complaints Assessor must determine who is required to attend and participate in Dispute Resolution, and whose attendance and participation (if anyone) is optional;
- 7.7.3 if the External Complaints Assessor determines that a Council Member is required to attend and participate in Dispute Resolution, and the Council Member does not do so, that Council Member fails to comply with this Policy; and
- 7.7.4 if the External Complaints Assessor determines that a Complainant who is not a Council Member is required attend and participate in Dispute Resolution, and the Complainant does not do so, the External Complaints Assessor may dismiss the complaint on the basis that it is unnecessary or unjustifiable for the Council to deal with or continue to deal with the complaint in accordance with clause 7.1.4.
- 7.8 If the Complainant is not a party to the Dispute Resolution, the Contact Officer is responsible for communicating the outcome of the Dispute Resolution process to the Complainant.
- 7.9 A failure by a Council Member to comply with an agreement reached following Dispute Resolution constitutes misbehaviour under section 262E of the LG Act.

Training, instruction, counselling, mentoring or coaching

- 7.10 If the External Complaints Assessor determines that the Council Member(s) the subject of the complaint is/are required to undertake training, instruction, counselling, mentoring or coaching:
 - 7.10.1 the External Complaints Assessor will liaise with the Contact Officer in order to make arrangements, including identifying and (if necessary) engaging a suitable training, instruction, counselling, mentoring or coaching service provider;
 - 7.10.2 the External Complaints Assessor must determine with reasonable particularity the nature and duration of required training, instruction, counselling, mentoring or coaching;
 - 7.10.3 if a Council Member who is required to attend and participate in training, instruction, counselling, mentoring or coaching does not do so, that Council Member fails to comply with this Policy.

Investigation

- 7.11 If the External Complaints Assessor determines that a Behavioural Complaint will be subject to investigation under this Policy:
 - 7.11.1 the External Complaints Assessor will liaise with the Contact Officer in order to make arrangements to engage a suitable External Investigator; and
 - 7.11.2 the investigation will be conducted by the External Investigator in accordance with clause 8.
- 7.12 The External Investigator with respect to a particular Behavioural Complaint is a person chosen by the External Complaints Assessor on a case-by-case basis and who:

- 7.12.1 is not a Council Member or an employee of the Council;
 - 7.12.2 is, in the opinion of the External Complaints Assessor, a person with appropriate qualifications, knowledge, experience or expertise to conduct an investigation under this Policy; and
 - 7.12.3 has agreed to perform the role of External Investigator in relation to the complaint.
- 7.13 To avoid doubt:
- 7.13.1 the External Complaints Assessor may also be appointed the External Investigator (noting however that the External Complaints Assessor must indicate to the Council Member(s) the subject of the complaints that they propose to be External Investigator, prior to a determination being made, in accordance with clause 6.4.3);
 - 7.13.2 the External Complaints Assessor may have regard to all relevant information, including information which obtained as part of the Complaint Assessment, when undertaking their investigation.

8. INVESTIGATION

- 8.1 If the outcome of the Complaint Assessment with respect to a Behavioural Complaint is that the complaint will be investigated, the External Investigator will conduct an investigation of the complaint however the External Investigator sees fit, subject however to clause 2.6, and the following subclauses.
- 8.2 The External Investigator may conduct interviews with and/or seek written responses or other documents or information from the Complainant, the Council Members(s) the subject of the complaint, and any other witnesses.
- 8.3 If the External Investigator, acting reasonably, determines that a Council Member is required to attend and participate in an interview and/or to provide written responses or other documents or information in the course of the investigation, and the Council Member does not do so, that Council Member fails to comply with this Policy.
- 8.4 The External Investigator will liaise with the Contact Officer in order to obtain any other records or information which is or may be held by the Council and which may be relevant to the investigation (and the Contact Officer is authorised to supply such records and information as may reasonably be required by the External Investigator).
- 8.5 The External Investigator must in the course of their investigation (unless clause 8.9 applies):
 - 8.5.1 prepare a draft report summarising the matter and setting out their provisional findings, conclusions and recommendations;
 - 8.5.2 provide the Complainant and the Council Members(s) the subject of the complaint with a reasonable opportunity to provide written submissions to the External Investigator and in response to that draft report; and
 - 8.5.3 give genuine consideration to any submissions provided by the Complainant and the Council Members(s) the subject of the complaint before finalising their report.
- 8.6 The External Investigator's final report must include:
 - 8.6.1 A summary of the Behavioural Complaint;

- 8.6.2 All relevant material findings of fact made by the External Investigator with respect to the matters alleged in the complaint;
- 8.6.3 Conclusions as to whether the alleged breach, or each alleged breaches, of the Behavioural Standards or the Behavioural Support Policy is, or is not, substantiated on the balance of probabilities;
- 8.6.4 If a breach of the Behavioural Standards or the Behavioural Support Policy is substantiated (with respect to one or more Council Members the subject of the complaint) — one or more of the following recommendations:
 - (a) That no action be taken with respect to one or more Council Members the subject of the complaint;
 - (b) That one or more Council Members the subject of the complaint undertake training, instruction, counselling, mentoring or coaching; or
 - (c) That action be taken under section 262C of the LG Act against one or more Council Members the subject of the complaint, namely that the Council:
 - (i) pass a censure motion in respect of the Council Member;
 - (ii) require the member to issue a public apology (in a manner determined by the Council);
 - (iii) require the member to undertake a specified course of training or instruction;
 - (iv) remove or suspend the member from one or more offices held in the member's capacity as Council Member or by virtue of being a Council Member (other than the office of Council Member).
- 8.7 If the External Investigator's final report recommends that action be taken under section 262C of the LG Act against some Council Members the subject of the complaint, but not others, the External Investigator must divide their final report in such a way as to enable the Council to consider, in public, whether to take action against certain Council Members for the purposes of section 262C(2) of the LG Act, without disclosing any findings in relation to other Council Members.
- 8.8 The External Investigator must provide their final report to the Contact Officer, who will be responsible for communicating that final report to the Complainant and to the Council Member(s) the subject of the complaint (and, if required under this Policy, to the Council).
- 8.9 The External Investigator may, if satisfied that there is good reason to do so, determine that no further action will be taken with respect to the complaint, prior to finalising the investigation. With respect to such a determination:
 - 8.9.1 the External Investigator is not required to seek the views of the Complainant, or the Council Member(s) the subject of the complaint, before making such a determination;
 - 8.9.2 the External Investigator must provide written reasons for any such determination; and
 - 8.9.3 the Contact Officer is responsible for communicating to the Complainant and to the Council Member(s) the subject of the complaint the decision and reasons of the External Investigator with respect to such a determination.

9. **STEPS FOLLOWING INVESTIGATION**

- 9.1 If the External Investigator's final report concludes, on the balance of probabilities, that there has been no breach of the Behavioural Standards or the Behavioural Support Policy on the part of the Council Member(s) the subject of the complaint:
 - 9.1.1 the final report will not be provided to the Council unless the Council Member(s) the subject of the report requests for this to occur (which, in the case of multiple Council Members, must be a unanimous request); and
 - 9.1.2 if the final report is provided to the Council pursuant to a request under clause 9.1.1:
 - (a) the name of the Complainant will be redacted from the final report, unless this would not meaningfully prevent the identity of the Complainant from being ascertained or the Complainant requests that their name not be redacted; and
 - (b) it is a matter for the Council as to whether the report will be considered in public, or in confidence, at a meeting of the Council.
- 9.2 If the External Investigator's final report concludes, on the balance of probabilities, that there has been a breach of the Behavioural Standards or the Behavioural Support Policy on the part of the Council Member(s) the subject of the complaint:
 - 9.2.1 the final report will be provided to the Council;
 - 9.2.2 the name of the Complainant will be redacted from the final report, unless this would not meaningfully prevent the identity of the Complainant from being ascertained or the Complainant requests that their name not be redacted;
 - 9.2.3 if the Council determines to take action under section 262C of the LG Act against the Council Member(s) the subject of the complaint, a report on the matter must then be considered in public at a meeting of the Council.
 - 9.2.4 if the Council does not decide to take action under section 262C of the LG Act against the Council Member(s) the subject of the complaint, it is a matter for the Council as to whether the report will be considered in public or in confidence at a meeting of the Council.

10. **CONFIDENTIALITY**

- 10.1 Behavioural Complaints made in accordance with this Policy will be managed on a confidential basis until such a time as they are considered by the Council in a public meeting in accordance with this Policy or are otherwise lawfully made public or disclosed.
- 10.2 A person who has access to information about a Behavioural Complaint (including the identify of the Complainant or the Council Member(s) complained about) must not directly, or indirectly disclose to any person (including to a Council Member) that information except:
 - 10.2.1 to deal with the complaint;
 - 10.2.2 where required by law;
 - 10.2.3 to obtain legal advice or legal representation, or medical or psychological assistance from a medical practitioner, psychologist or counsellor;

- 10.2.4 where the disclosure is made to an external party investigating the complaint, or a mediator, conciliator, arbitrator or other facilitator engaged in accordance with this Policy; or
- 10.2.5 where the information has been made public in accordance with this Policy or this Policy otherwise authorises or requires the disclosure of the information.

ADMINISTRATIVE

As part of Council's commitment to deliver the City of Adelaide Strategic Plan, services to the community and the provision of transparent information, all policy documents are reviewed as per legislative requirements or when there is no such provision a risk assessment approach is taken to guide the review timeframe.

This Policy document will be reviewed every four years, within 12 months after each periodic election unless legislative or operational change occurs beforehand. The next review is required in 2027.

Review history:

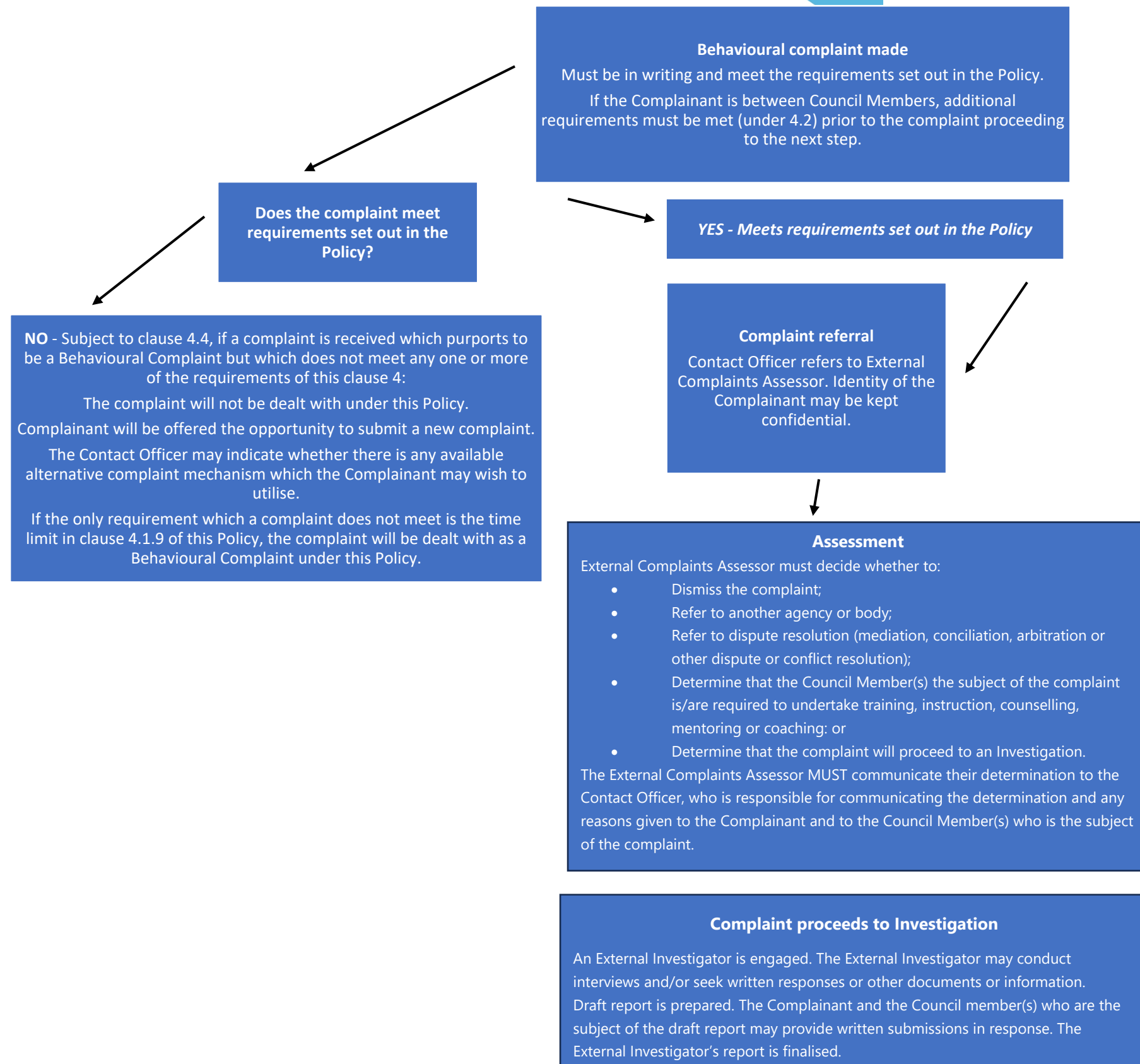
Trim Reference	Authorising Body	Date/ Decision ID	Description of Edits
ACC2023/177822	Council	12/12/2023	Adoption of City of Adelaide Behavioural Management Policy in accordance with s262B of the Local Government Act 1999
ACC2024/27136	Council	27/02/2024	Recission of the Behavioural Management Policy and adoption of the amended Council Member Complaints Policy in accordance with s262B of the Local Government Act 1999

Contact:

For further information contact the Governance & Strategy Program

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 25 Pirie ST, Adelaide, SA
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 +61 8 8203 7203
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Appendix 1 – Behavioural matters Flow Chart



No Breach Found

If the External Investigator final report concludes on the balance of probabilities that there has been no breach of the Behavioural Standards or the Behavioural Support Policy then a final report will not be provided to Council (unless the Council Member who is the subject of the complaint requests this to occur).

A Breach has been Found

If the External Investigator final report concludes on the balance of probabilities that a breach of the Behavioural Standards or the Behavioural Support Policy has occurred then a final report will be provided to Council.

- The name of the Complainant will be redacted from the final report, unless the identity of the Complainant can be ascertained or the Complainant requests their name not to be redacted
- If the Council determines to take action under section 262C of the LG Act, the report MUST be considered in a public meeting of Council
- If the Council determines not to take action under section 262C of the LG Act, the report can be considered in a public meeting or in confidence at a meeting of Council

Council action could include:

- Censure motion;
- Public apology;
- Mandatory training or
- Suspension from certain roles.

Participation in COP30 and associated
lead up events

Tuesday, 9 December 2025
Council

Strategic Alignment - Our Environment

Program Contact:
Mick Petrovski, Senior Advisor –
Office of the Lord Mayor

Public

Approving Officer:
Michael Sedgman, Chief
Executive Officer

EXECUTIVE SUMMARY

On September 9, 2025, Council unanimously approved the Lord Mayor to travel and attend lead up events to COP30. The Lord Mayor travelled to New York City to participate in New York Climate Week events, coinciding with the 80th Session of the UN General Assembly from the 21st to 28th September 2025. The Lord Mayor also travelled to Brazil from the 31st October to 17th November to represent the City of Adelaide at the COP30 Local Leaders Forum in Rio De Janeiro and the C40 World Mayor’s Summit (3 to 5 November 2025) and the United Nations Framework Convention on Climate Change (UNFCCC) Conference of the Parties 30 (COP30) in Belém (10 to 14 November 2025).

This report provides an overview of the Lord Mayor’s activities, including key outcomes and likely future actions. The Lord Mayor was invited to Brazil by C40 Cities as the elected representative of the likely host city for COP31. Bloomberg Philanthropies funded her travel and accommodation. The Lord Mayor’s objectives were to:

- Promote Adelaide and South Australia’s climate credentials as a renewable-energy and climate leader.
- Advocate for Australia’s bid through the Federal Government to host COP31, with Adelaide ready to be a welcoming and well-organised host.
- Exchange ideas with global thought leaders, ministers, mayors and business leaders on climate mitigation, resilience, and multilevel governance.
- Play an active and high-profile role in global climate diplomacy at the subnational level (states, regions, local governments, municipalities and cities).

A summary of the visit to New York City is provided in the itinerary (Attachment A) and a summary of the visit to Brazil is provided in the itinerary (Attachment B).

RECOMMENDATION

THAT COUNCIL

1. Notes the report, itinerary for the visit to New York as contained in Attachment A to Item 19.1 on the Agenda for the meeting of Council held on Tuesday, December 9, 2025.
2. Notes the report, itinerary for the visit to Brazil as contained in Attachment B to Item 19.1 on the Agenda for the meeting of Council held on Tuesday, December 9, 2025.
3. Notes that whilst in Brazil the Lord Mayor participated in 12 public speaking engagements, eight private roundtables, and 13 bilateral meetings at the COP30 Local Leaders Forum and UNFCCC COP30.
4. Notes that the Lord Mayor will continue to participate in global networks advocating for greater roles and funding to support subnational action on climate change.
5. Notes that the Lord Mayor will continue to advocate for a prominent role for Adelaide as part of the Australian Government’s position as President of Negotiations and COP31 Vice-President.

IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Environment
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	There are opportunities for the City of Adelaide to continue to work with and support the State and Federal Governments and to advocate for a role in the lead up to COP31 and associated climate related activities on the basis of Australia's role as President of Negotiations and COP31 Vice-President.
25/26 Budget Allocation	The Lord Mayor's flights and accommodation during travel in New York was paid by the City of Adelaide. The Lord Mayor's flights and the majority of her accommodation during travel in Brazil was funded by Bloomberg Philanthropies. The remainder was paid by the City of Adelaide.
Proposed 26/27 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Not as a result of this report
25/26 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

1. On September 9, 2025, Council voted unanimously to approve the Lord Mayor's travel and attendance at events in the lead up to COP30.
 - 1.1. The Lord Mayor travelled to New York City to participate in New York Climate Week events, coinciding with the 80th Session of the UN General Assembly from the 21st to 28th September 2025.
 - 1.2. The Lord Mayor also travelled to Brazil from the 31st October to 17th November to represent the City of Adelaide at the COP30 Local Leaders Forum in Rio De Janeiro (3 to 5 November 2025) and the United Nations Framework Convention on Climate Change (UNFCCC) Conference of the Parties 30 (COP30) in Belem (10 to 14 November 2025).
2. The Lord Mayor was invited to New York by C40 Cities as the elected representative of a candidate host city for COP31. Her travel and accommodation were funded by the City of Adelaide.
3. The Lord Mayor participated in three public speaking engagements, three private roundtables, and four bilateral meetings, as well as attending events and interacting with other leaders across New York Climate Week 2025.
4. A summary of the visit is provided in the itinerary (**Attachment A**).
5. The Lord Mayor was invited to Brazil by C40 Cities as the elected representative of a candidate host city for COP31. Her travel and accommodation were funded by Bloomberg Philanthropies through C40 Cities.
6. The Lord Mayor participated in 12 public speaking engagements, eight private roundtables, and 13 bilateral meetings at the COP30 Local Leaders Forum and UNFCCC COP30.
7. A summary of the visit is provided in the itinerary (**Attachment B**) and is accompanied by photos (**Attachment C**).

Context

8. The 2025 NYC Climate Week was hosted across New York City and included a series of speaking engagements and closed-door meetings with Minister Bowen, Ambassador Rudd, Pacific Island Ministers and industry leaders. It included events hosted in the United Nations, as well as by ICLEI, C40 and a range of affiliated interest groups.
9. The COP30 Local Leaders Forum (the Forum), hosted by the COP30 Presidency and Bloomberg Philanthropies, united mayors, governors, and subnational officials from around the world to showcase how local action is driving global climate progress.
10. The Forum also included the C40 Global Mayors summit, which brought together mayors from nearly 100 C40 cities, alongside business leaders, philanthropists, investors, academics, and civil society.
11. The 30th Conference of the Parties (COP30) was the annual United Nations Climate Change conference. They take place every year and are the world's only multi-lateral decision-making forum on climate change - bringing together almost every country on earth. They bring together all 'Parties' together to agree on the actions required to address the climate crisis, help vulnerable communities adapt to the effects of climate change, and meet net-zero emissions by 2050.
12. The COP30 Local Leaders Forum was held in Rio de Janeiro, whilst the COP30 was held in Belém, Brazil.
13. The Western Europe and Other grouping is the host region for the 2026 COP31. Both Australia and Türkiye pursued a bid to host, with Australia pursuing hosting rights in partnership with the Pacific. Australia's bid had overwhelming support, with 26 out of 28 of the countries in the grouping publicly backing the bid. Under UNFCCC rules, the grouping must reach full consensus on a single nominee, if no consensus can be reached the location automatically defaults to Bonn, Germany – the home of the UNFCCC.
14. In order to avoid the COP defaulting to Bonn without a President, Australia withdrew its bid to host COP31. As a result, Türkiye will host COP31 and hold the COP31 Presidency, they will also nominate the UN High-Level Climate Champion and be responsible for the COP31 Action Agenda.
15. However, Australia remains a key player and will be appointed as President of Negotiations and COP31 Vice-President. Australia will also nominate the Youth Champion, to be appointed by Türkiye. In addition, the Pre-COP will be held in a Pacific Island country, in a location decided by the Pacific and supported by the Government of Australia.

Lord Mayor's activities and advocacy

16. At New York Climate Week the Lord Mayor engaged in various engagements across a broad range of themes and formats.

17. This visit was an important runway event to COP30 and provided an opportunity to enhance Adelaide and Australia's awareness of the annual program that leads up to COP each year, enhance Adelaide's global profile as a climate-forward city and highlight the work of the City and the leadership of South Australia across renewable energy and climate adaptation.
18. During her travel to Brazil, the Lord Mayor's visit strengthened Adelaide's international profile as a climate-forward city and highlighted South Australia's leadership in renewable energy and adaptation. Across a series of eight private roundtables, 12 public speaking engagements, and 13 bilateral meetings, the Lord Mayor:
 - 18.1. Promoted Adelaide and South Australia's climate credentials as a renewable-energy and climate leader.
 - 18.2. Advocated for Australia's bid to host COP31, with Adelaide ready to be a welcoming and well-organised host.
 - 18.3. Exchanged ideas with global thought leaders, ministers, mayors and business leaders on climate mitigation, resilience, and multilevel governance.
 - 18.4. Played an active and high-profile role in global climate diplomacy.
19. The Lord Mayor met and discussed climate goals and adaption measures, mostly on panels and speaking programmes as well as in bilateral meetings. Key people the Lord Mayor met include:
 - 19.1. Al Gore, former Vice-President of the USA
 - 19.2. Anacláudia Rossbach, Executive Director, UN-Habitat
 - 19.3. Mayor Anne Hidalgo, City of Paris
 - 19.4. Dr Andrew Forrest AO, CEO Fortescue Metals & Founder, Minderoo Foundation
 - 19.5. Andy Deacon, Co-Managing Director Global Covenant of Mayors for Climate Change and Energy
 - 19.6. Dan Ioschpe, COP30 High-Level Champion
 - 19.7. Gina McCarthy, Former EPA Administrator & former US National Climate Advisor
 - 19.8. Mayor Haris Doukas, City of Athens
 - 19.9. Hon. Josh Wilson, Assistant Minister for Climate Change and Energy
 - 19.10. Katrin Stjernfeldt Jammeh, City of Malmo
 - 19.11. Mayor Kirk Preston Watson, City of Austin
 - 19.12. Mark Watts, Executive Director, C40 Cities
 - 19.13. Mayor Regina Romero, City of Tucson, Arizona
 - 19.14. Mayor Sadiq Khan, Greater London Authority
 - 19.15. Mayor Steve Patterson, City of Athens, Ohio
 - 19.16. Cllr Susan Aitken, Leader of Glasgow City Council
 - 19.17. Teresa Ribera, Executive Vice-President for Clean, Just and Competitive Transition, European Commission
 - 19.18. Max Thomas Young, UNICEF Australia Young Ambassador
20. For a full list of activities in Brazil see Attachment B.
21. The Lord Mayor was a vocal and high-profile advocate for Adelaide as the host city for COP31. Although Australia was ultimately unsuccessful in its bid to host COP31, any effort to attract large conferences and events to Adelaide is not wasted effort.

Outcomes

22. Key results of the Lord Mayor's travel include:
 - 22.1. Strengthened Adelaide's global reputation as a leader in climate implementation, resilience and multilevel governance.
 - 22.2. Solidified relationships with the Commonwealth Government, positioning Adelaide as credible partner in future activities associated with Australia's role as COP31 Vice-President and in future Australian COP delegations.

- 22.3. Enhanced relationships with major international institutions including UNFCCC, UN-Habitat, C40, ICLEI, OECD and philanthropic networks.
- 22.4. Positioned Adelaide as a credible partner for pilot programs, climate initiatives and international collaborations.
- 22.5. Expanded partnerships across topics as diverse as heat resilience, water security, energy efficiency, climate data, and information integrity.
- 23. The strategic outcomes of the Lord Mayor's travel can be summarised across three main areas.
 - 23.1. **Showed Adelaide to be a trusted and reliable partner of the Commonwealth Government, positioning the city for a key role in activities related to Australia's role as Vice-President of COP31.** The LM's participation in CHAMP dialogues and UN hosted events demonstrated the role of cities in delivering national climate commitments and highlighted Adelaide's history in climate mitigation and adaptation.

Implications:

 - 23.1.1. Position Adelaide as a potential partner in activities related to Australia's role as Vice-President of COP31
 - 23.1.2. Create opportunities for deeper Commonwealth - city collaboration on resilience, data, adaptation and urban transformation.
 - 23.1.3. Strengthen Adelaide's case to the Australian Government that local government involvement is essential in climate mitigation and adaptation, and delivering commitments made in Australia's Nationally Determined contributions (NDCs).
 - 23.2. **Stronger relationships with global institutions to unlock new partnerships and funding pathways.** Meetings with UN-Habitat, the European Commission, UNFCCC, the OECD, C40, and Bloomberg Philanthropies strengthened Adelaide's international network.

Implications:

 - 23.2.1. Adelaide is now on the radar for pilot programs, global city accelerators, research partnerships and demonstration projects.
 - 23.2.2. There is opportunity to attract funding linked to a range of climate action initiatives.
 - 23.2.3. These relationships bolster Adelaide's credibility as a future host of global climate summits and investment site for green finance initiatives
 - 23.3. **Adelaide's reputation as a practical, implementation-focused climate city has significantly grown.** Speaking roles across sessions on heat risk, water resilience, climate data, energy efficiency, education, and health demonstrated the breadth of Adelaide's climate leadership

Implications:

 - 23.3.1. Adelaide is seen not only as a "renewables success story", but as a climate leader across adaptation, resilience, governance, and community engagement.
 - 23.3.2. This reputation enhances Adelaide's attractiveness to investors, researchers, philanthropies, and global city networks
 - 23.3.3. It provides a platform for Adelaide to lead national discourse on urban climate implementation.
- 24. Overall, the Lord Mayor's travel delivered strong strategic value for Adelaide and South Australia. The visits deepened relationships with key global institutions, strengthened collaboration with national partners, and reinforced Adelaide's reputation as a leading city in practical climate implementation, resilience and multilevel governance.
- 25. The Lord Mayor was also able to execute a Memorandum of Understanding that had been drafted through 2025, with Mayor Haris Doukas, City of Athens who was also attending the COP30 Local Leaders Forum in Rio De Janeiro.

Next Steps

- 26. The program of international meetings attended through 2025 progressed existing connections that the City of Adelaide has with a range of cities globally in alignment with work and objectives across the Integrated Climate Strategy, our Sister Cities Program and other City of Adelaide strategic commitments.

27. These meetings also fulfilled obligations and support roles for a number of organisations including the Australian Government and the Government of South Australia and various internationally bodies that represent Cities and Local Governments, validated and underpinned by their funding support for these trips.
 28. The Lord Mayor will continue to participate in global networks that align with objectives of the City of Adelaide for economic and climate and environmental development, advocating for greater roles and funding to support subnational action on climate change and advance Adelaide as a place for business, conferences and major events.
 29. Whilst the Federal Government took the decision (through the UNFCCC's consensus process to decide hosts for COP) to withdraw as host for COP31, Adelaide's presence in the runway events through New York, Rio de Janeiro and Belém positioned Adelaide as an influential contributor and a credible partner in Australia's role as President of Negotiations for COP31 and beyond.
 30. The Lord Mayor will continue to lobby for a prominent role in Australia's activities as President of Negotiations and COP31 Vice-President, including hosting international conferences, and attracting green finance to the state.
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ATTACHMENTS

Attachment A – Lord Mayor Itinerary for New York City

Attachment B – Lord Mayor Itinerary for Brazil

- END OF REPORT -

Attachment A – Lord Mayor Itinerary for New York

The following section summarises the Lord Mayor's speaking engagements and meetings.

Panel speaking spots (3)

- **High-Level Solutions Dialogue on Accelerating Early Warning and Extreme Heat Solutions**
LM spoke on management of Heat in the context of the City of Adelaide.
- **President's Lunch with American Australian Association**
Hosted by: American Australian Association and Chair, Stephen Marshall
LM shared Adelaide's work on climate and relationships between Australia and America and Adelaide with American cities.
- **High Level Convening of City Climate Networks**
Hosted by: GCOM and UCCRN (Urban Climate Change Research Network)
LM spoke on knowledge exchange and role of data for decision making in cities.

Closed door roundtables (3)

- **GCoM and C40 Cities**
Hosted by: C40
LM spoke on behalf of Adelaide, South Australia on readiness and opportunities for hosting COP31.
- **High -Level dialogue COP31**
Hosted by: Climate Group, Smart Energy Council and the Pacific Project
LM spoke on behalf of Adelaide, South Australia.
- **C40 Cities Executive Director**
Hosted by: C40
LM discussed public-private collaboration on large-scale energy-efficiency solutions.

Bilateral meetings (4)

- Mayor Mohamed Sefiani of Chefchaouen, Morocco
- World Climate Foundation, CEO Jens Nielsen
- Smart Energy Council of Australia
- SuperPower Institute

Other events (5)

- **Official Opening Ceremony – Climate Week**
- **Quebec Reception**, an event hosted by the region of Quebec with representatives from regional and city governments.
- **ICLEI Global Delegation**, opportunity to meet with the global leadership of ICLEI
- **2025 Sustainable Cities Summit**, sessions on each day of the Summit across themes of Urban heat Island Effect, Urban greening, water management.
- **80th session of the United Nations General Assembly Reception the Future**
Hosted by: Mayor of New York City

Attachment B – Lord Mayor Itinerary for Brazil

The following section summarises the Lord Mayor's speaking engagements and meetings.

Panel speaking spots (12)

- **Mutirão at the City Level – How Climate Action Weeks & Town Hall COPs are Accelerating Local Climate Action**
Hosted by: COP30 Presidency & ICLEI
LM spoke on the role of Town Hall COPs in bringing together local government for climate action.
- **High-Level Session on Beat the Heat / Mutirão contra o Calor Extremo**
Hosted by: COP30 Presidency & UN Environment Programme (UNEP)
LM shared Adelaide's work on adapting to rising urban heat and mitigating associated health risks.
- **From Risk to Resilience: Managing Water-Related Risks Across Cities, Economies and Financial Systems**
Hosted by: OECD, Fair Water Footprints & C40
LM outlined South Australia's work in developing secure and resilient water systems.
- **Reception Celebrating Subnational & Urban Climate Action**
Hosted by: CHAMP Coalition & UN-Habitat
LM made opening remarks reflecting on the Local Leaders Forum and the early days of COP30 Belém.
- **Transforming Climate Data into Climate Action**
Hosted by: UNFCCC & Climate TRACE (moderated by Vice-President Al Gore)
LM discussed the importance of good, reliable data for delivering local climate action.
- **13th Annual High-Level Meeting of Caring for Climate**
Hosted by: UN Global Compact
LM spoke on the importance of subnational government involvement in national transition planning.
- **Pacific Local Action Agenda – Multilevel Action and Sustainable Urbanisation in the Pacific**
Hosted by: Australian Government (Australian Pavillion)
LM described the importance of local leadership and the role of Town Hall COPs in galvanising action.
- **Indoor Air – The Climate, Health and Energy Nexus**
Hosted by: Australian Government (Australian Pavillion)
LM participated in a panel on indoor air quality and supported the global Pledge for Healthy Indoor Air.
- **Accelerating Energy Efficiency by Unlocking Cross-Sector Scalable Action**
Hosted by: Energy Efficiency Movement (Swedish Pavilion)
LM spoke on how the City of Adelaide is supporting energy-efficiency initiatives.
- **Town Hall COPs: Connecting Climate Action at All Levels**
Hosted by: ICLEI
LM talked about Adelaide's Town Hall COP and local government climate action.
- **Empowering an Informed and Engaged Society for Effective Climate Action**
Hosted by: UNFCCC (ACE Presidency event)
LM discussed the importance of accurate, accessible and science-based information for adaptation and mitigation.
- **Building Climate Competence and Citizenship for the Future**
Hosted by: Finnish Government (Finnish Pavilion)
LM spoke on the importance of education and awareness-raising on climate change.

Closed door roundtables (8)

- **Under2 Coalition Governor's Roundtable**
Hosted by: Under2 Coalition
LM spoke on behalf of South Australia.
- **Mayor Roundtable: Leading a Fair Transition**
Hosted by: C40
LM discussed challenges and opportunities for a just and inclusive climate transition.
- **CHAMP High-Level Political Dialogue**
Hosted by: CHAMP Coalition & Bloomberg Philanthropies
LM contributed to discussions on how subnational governments support Paris Agreement implementation.
- **Joint ESEAO-SWA Mayors' Convening – Call to Action on Extreme Heat**
Hosted by: C40 & partners (Rio de Janeiro)
LM engaged with Asia-Pacific leaders on urban heat mitigation and adaptation.
- **COP30 and Beyond: Unlocking Pathways for Climate Action and Sustainable Growth**
Hosted by: Dr Andrew Forrest AO, Fortescue, Munderoo Foundation & Tattarang
LM joined climate leaders to discuss decarbonisation and sustainable growth.
- **EY Breakfast Roundtable – State of Play: Relationships, Resources and Resilience**
Hosted by: EY
LM discussed private-sector roles in climate adaptation and closing the gap between policy and action.
- **UNFCCC Leaders Roundtable**
Hosted by: UNFCCC Executive Secretary Simon Stiell
LM exchanged insights on scaling implementation of climate commitments.
- **Closed-Door Roundtable – Energy Efficiency Movement**
Hosted by: Energy Efficiency Movement (with IEA, ABB, Alfa Laval and partners)
LM discussed public-private collaboration on large-scale energy-efficiency solutions.

Bilateral meetings (13)

- Mayor Kirk Preston Watson, City of Austin
- C40 & Global Covenant of Mayors (GCoM)
- Gina McCarthy, Former EPA Administrator & former US National Climate Advisor
- Dan Ioschpe, COP30 High-Level Champion
- Teresa Ribera, Executive Vice-President for Clean, Just and Competitive Transition, European Commission
- Cllr Susan Aitken, Leader of Glasgow City Council
- Charlotte Scaddan (UN DGC), C40 & Mayor Anne Hidalgo of Paris
- Anacláudia Rossbach, Executive Director, UN-Habitat
- Hon. Josh Wilson, Assistant Minister for Climate Change and Energy
- Max Thomas Young, UNICEF Australia Young Ambassador
- Boston Consulting Group
- Smart Energy Council of Australia
- SuperPower Institute

Media and communications (3)

- Interview with Bloomberg Philanthropies
- Interview with The New York Times
- Press conference: 'Partners in Implementation: Cities and Regions Are Leading the Mutirão'

Other events

- **Swimmable Cities launch event**, early morning swim at Copacabana Beach to announce London's commitment to the Swimmable Cities Charter and reaffirm his commitment to reversing years of damage to London's waterways.
- **2025 Earthshot Prize Awards Ceremony**, hosted by the Prince of Wales, the Lord Mayor attended to ceremony awarding £1 million to five solutions to the global climate emergency.
- **Signed an MOU between the City of Adelaide and the City of Athens**, taking to opportunity of being in the same city as Mayor Doukas of the City of Athens, the Lord Mayor signed a Memorandum of Understanding committing to cooperation between the two cities.
- **Dinner aboard the Fortescue Green Pioneer**, hosted by Dr Andrew Forrest AO – Executive Chairman and Founder of Fortescue, and Founder of Minderoo Foundation and Tattarang, the dinner brought together key global figures to discuss "COP30 and Beyond: Unlocking Pathways for Climate Action and Sustainable Growth".

Councillor Siebentritt - MoN - FY 27 Budget

Tuesday, 9 December 2025
Council

Council Member
Councillor Dr Mark Siebentritt

Public

Contact Officer:
Anthony Spartalis, Chief Operating Officer

MOTION ON NOTICE

Councillor Dr Mark Siebentritt will move a motion and seek a seconder for the matter shown below to facilitate consideration by the Council:

'That Council:

Requests the Administration presents a report to support the FY 27 budget process outlining:

- (a) potential further savings and efficiencies that could be generated from operations, early stage adoption of AI, capital renewals, upgrades and service level standards and
- (b) the current position on the potential for alternative revenue streams to further support income generation.'

ADMINISTRATION COMMENT

1. To fully investigate potential savings, understand questions of efficiencies vs service implications, and the possible impacts on delivery, people and customers would require considerable time, effort and additional resourcing, including external support.
2. A framework and systematic approach can be developed to facilitate a process to embed an organisation-wide approach, encompassing:
 - 2.1. Understanding current cost and service delivery baselines
 - 2.2. Identifying a long list of opportunities through reviews of service delivery alignment (to the Strategic Plan), processes, workforce and technology
 - 2.3. Shortlisting initiatives (supported by consistent business cases outlining the problem, options, costs, benefits, risks and implementation requirements)
 - 2.4. Prioritising initiatives guided by impact, feasibility, risk and organisational capacity
 - 2.5. Implementing initiatives with clear governance, change management and accountability
 - 2.6. Monitoring realisation of benefits using baselines, KPIs, tracking, and validation to ensure savings are genuine, measurable and sustained
 - 2.7. Reporting progress regularly through the quarterly budget review process.
3. In the short term some quick wins for the 26/27 budget may be possible but the necessary due diligence to validate the benefits, costs and service impacts of savings and efficiency initiatives are likely to constrain inclusion of many such initiatives for the 26/27 budget.

4. Savings and efficiencies which could potentially be explored as part of the 2026/27 budget process are:
- 4.1. **Savings and efficiencies from operational areas** – external facilitation may help fast track identification of possible low-hanging fruit.
 - 4.2. **Early stage adoption of AI** - strategic AI project bids are being considered (two new opportunities, plus the implementation of AI add-ons associated with existing systems, particularly around customer interaction and ease of doing business).
 - 4.3. **Capital renewals and upgrades** – while renewal project contingencies have been reduced and managed, further collaboration between the PMO and the Infrastructure teams could potentially create savings and reduce risk associated with government red tape by packaging more work.
 - 4.4. **Service level standards** – further work building on that already done in this Council term could identify additional quick wins, with more in depth work continuing in the next Council term.
 - 4.5. **Potential for alternative revenue streams** – some opportunities have potential but likely need some capital investment to progress.

Should the motion be carried, the following implications of this motion should be considered. Note any costs provided are estimates only – no quotes or prices have been obtained:	
Public consultation	Not applicable
External consultant advice	Some external facilitation, input and advice may be required. Costs would be dependent on the scope of any savings and efficiencies identification process.
Legal advice / litigation (eg contract breach)	Not applicable
Impacts on existing projects	Likely, but the scale would be dependent on the scope of any savings and efficiencies identification process.
Budget reallocation	Not in the 2025/26 financial year
Capital investment	Not in the 2025/26 financial year
Staff time in preparing the workshop / report requested in the motion	A comprehensive report would require extensive internal staff time from across the business to review business operations organisation-wide, undertake financial analysis and develop initiatives. It is also likely to involve the use of contracted external expertise.
Other	Not applicable
Staff time in receiving and preparing this administration comment	To prepare this administration comment in response to the motion on notice took approximately 5.5 hours.

- END OF REPORT -

Program Contact:

Anthony Spartalis, Chief
Operating Officer

Approving Officer:

Michael Sedgman, Chief
Executive Officer

Public

EXECUTIVE SUMMARY

Section 90(2) of the *Local Government Act 1999 (SA)* (the Act), states that a Council may order that the public be excluded from attendance at a meeting if the Council considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.

It is the recommendation of the Chief Executive Officer that the public be excluded from this Council meeting for the consideration of information and matters contained in the Agenda.

For the following Committee Reports for Recommendation to Council seeking consideration in confidence

- 26** Confidential Recommendations of the Special Audit and Risk Committee - 27 November 2025 [section 90(3) (b), (d), (h) & (k) of the Act]
- 27** Confidential Recommendations of the Special City Community Services and Culture Committee - 2 December 2025 [section 90(3) (o) of the Act]

For the following Reports for Council (Chief executive Officer's Reports seeking consideration in confidence

- 28.1** Capital City Committee Annual Report and Update [section 90(3) (g) of the Act]
- 28.2** Delegation to Award Contract – Community Sports Building, Golden Wattle Park / Mirnu Wirra (Park 21 West) [section 90(3) (b) & (d) of the Act]
- 28.3** Adelaide Economic Development Authority Appointment of Board Member [section 90(3) (a) of the Act]
- 28.4** Appointment of Independent Council Assessment Panel Members [section 90(3) (a) of the Act]

The Order to Exclude for Items 26, 27, 28.1, 28.2, 28.3 and 28.4:

1. Identifies the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
 2. Identifies the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
 3. In addition, identifies for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.
-

ORDER TO EXCLUDE FOR ITEM 26

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (b), (d), (h) & (k) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 9 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 26 [Confidential Recommendations of the Special Audit and Risk Committee - 27 November 2025] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Recommendation 1 - Advice of the Audit and Risk Committee 27 November 2025

Grounds and Basis

This item contains certain information of a confidential nature (not being a trade secret) the disclosure of which could reasonably expect to confer a commercial advantage on a person with whom the Council is conducting business, prejudice the commercial position of the Council in respect to its assets and strategic land holdings, and that of adjacent landowners.

The disclosure of information in this report could reasonably prejudice the position of Council and third parties as it includes specialist information including legal advice provided to Council and others on a confidential basis.

Public Interest

The Audit and Risk Committee is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information may result in release of confidential information of Council and adjacent landowners that are of a financial, legal and strategic nature.

Recommendation 2 - Item 6.3 - Confidential - Appointment of External Auditor

Grounds and Basis

This Item is confidential as a procurement process was conducted for tenders to provide services to Council.

The disclosure of information in this report could reasonably prejudice the commercial position of the person who supplied the information as part of the tender process.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 9 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 26 [Confidential Recommendations of the Special Audit and Risk Committee - 27 November 2025] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (b), (d), (h) & (k) of the Act.

ORDER TO EXCLUDE FOR ITEM 27

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (o) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 9 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 27 [Confidential Recommendations of the Special City Community Services and Culture Committee - 2 December 2025] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item contains confidential information that must be considered in confidence in order to protect the personal affairs of the nominee. Public discussion and disclosure of information in this report prior to a resolution being determined by Council may potentially implicate the nominee's reputation in the community.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 9 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 27 [Confidential Recommendations of the Special City Community Services and Culture Committee - 2 December 2025] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (o) of the Act.

ORDER TO EXCLUDE FOR ITEM 28.1

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (g) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 9 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 28.1 [Capital City Committee Annual Report and Update] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This item contains matters that must be considered in confidence in order to ensure that the Council does not breach any law, any duty of confidence, or other legal obligation or duty.

The disclosure of information in this report would breach 'Cabinet in confidence' information presented to the Capital City Committee (CCC) and the *City of Adelaide Act 1998* which has provided for a State/Capital City inter-governmental forum (the Capital City Committee) to operate 'in confidence' and a breach of the associated duty of confidence and legal obligation or duty as a member of the inter-governmental forum. The disclosure of information in this report would be acting contrary to the Capital City Committee operational provisions and could prejudice the position of the State Government and/or Council in relation to current/future proposals prior to State Government and/or City of Adelaide evaluation and deliberation.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 9 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 28.1 [Capital City Committee Annual Report and Update] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (g) of the Act.

ORDER TO EXCLUDE FOR ITEM 28.2

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (b) & (d) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 9 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 28.2 [Delegation to Award Contract – Community Sports Building, Golden Wattle Park / Mirnu Wirra (Park 21 West)] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to identify the proponent and to confer a commercial advantage on a person with whom the Council is conducting business and prejudice the commercial position of the Council, with the potential to confer a commercial advantage to a third party competitor of a person with whom the Council is conducting business.

Public Interest

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information may result in release of information prior to the finalisation of 'commercial in confidence' negotiation with the proponent and because the disclosure of Council's commercial position may severely prejudice Council's ability to discuss/participate or influence a proposal for the benefit of the Council and the community in this matter and in relation to other contract negotiations.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 9 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 28.2 [Delegation to Award Contract – Community Sports Building, Golden Wattle Park / Mirnu Wirra (Park 21 West)] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (b) & (d) of the Act.

ORDER TO EXCLUDE FOR ITEM 28.3

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (a) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 9 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 28.3 [Adelaide Economic Development Authority Appointment of Board Member] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item contains confidential information that must be considered in confidence in order to protect the personal affairs of the nominee. Public discussion and disclosure of information in this report prior to a resolution being determined by Council may potentially implicate the nominee's reputation in the community.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 9 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 28.3 [Adelaide Economic Development Authority Appointment of Board Member] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (a) of the Act.

ORDER TO EXCLUDE FOR ITEM 28.4

THAT COUNCIL:

1. Having taken into account the relevant consideration contained in section 90(3) (a) and section 90(2) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Council dated 9 December 2025 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 28.4 [Appointment of Independent Council Assessment Panel Members] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item is confidential as the expressions of interest contain personal information, the disclosure of which could represent an unreasonable disclosure of personal affairs.

The Council is satisfied the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information would unduly impact applicants who have expressed an interest to join the Council Assessment Panel in confidence.

2. Pursuant to section 90(2) of the *Local Government Act 1999 (SA)* (the Act), this meeting of the Council dated 9 December 2025 orders that the public (with the exception of members of Corporation staff and any person permitted to remain) be excluded from this meeting to enable this meeting to receive, discuss or consider in confidence Item 28.4 [Appointment of Independent Council Assessment Panel Members] listed in the Agenda, on the grounds that such item of business, contains information and matters of a kind referred to in section 90(3) (a) of the Act.

DISCUSSION

1. Section 90(1) of the *Local Government Act 1999 (SA)* (the Act) directs that a meeting of Council must be conducted in a place open to the public.
2. Section 90(2) of the Act, states that a Council may order that the public be excluded from attendance at a meeting if Council considers it to be necessary and appropriate to act in a meeting closed to the public to receive, discuss or consider in confidence any information or matter listed in section 90(3) of the Act.
3. Section 90(3) of the Act prescribes the information and matters that a Council may order that the public be excluded from.
4. Section 90(4) of the Act, advises that in considering whether an order should be made to exclude the public under section 90(2) of the Act, it is irrelevant that discussion of a matter in public may -
 - (a) *cause embarrassment to the council or council committee concerned, or to members or employees of the council; or*
 - (b) *cause a loss of confidence in the council or council committee; or*
 - (c) *involve discussion of a matter that is controversial within the council area; or*
 - (d) *make the council susceptible to adverse criticism.*
5. Section 90(7) of the Act requires that an order to exclude the public:
 - 5.1 Identify the information and matters (grounds) from section 90(3) of the Act utilised to request consideration in confidence.
 - 5.2 Identify the basis – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public.
 - 5.3 In addition identify for the following grounds – section 90(3) (b), (d) or (j) of the Act - how information open to the public would be contrary to the public interest.
6. Section 83(5) of the Act has been utilised to identify in the Agenda and on the Report for the meeting, that the following reports are submitted seeking consideration in confidence.
 - 6.1 Information contained in Item 26 – Confidential Recommendations of the Special Audit and Risk Committee - 27 November 2025
 - 6.1.1 Is subject to Existing Confidentiality Orders dated 27/11/2025
 - 6.1.2 The grounds utilised to request consideration in confidence is section 90(3) (b), (d), (h) & (k) of the Act
 - (b) 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 prejudice the commercial position of the council; and
 - (ii) would, on balance, be contrary to the public interest.
 - (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which –
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - (ii) would, on balance, be contrary to the public interest.
 - (h) legal advice
 - (k) Tenders for the supply of goods, the provision of services or the carrying out of works;
 - 6.2 Information contained in Item 27 – Confidential Recommendations of the Special City Community Services and Culture Committee - 2 December 2025
 - 6.2.1 Is subject to an Existing Confidentiality Order dated 2/12/2025.
 - 6.2.2 The grounds utilised to request consideration in confidence is section 90(3) (o) of the Act
 - (o) information relating to a proposed award recipient before the presentation of the award

- 6.3 Information contained in Item 28.1 – Capital City Committee Annual Report and Update
- 6.3.1 Is not subject to an Existing Confidentiality Order
- 6.3.2 The grounds utilised to request consideration in confidence is section 90(3) (g) of the Act
- (g) matters that must be considered in confidence in order to ensure that the council does not breach any law, order or direction of a court or tribunal constituted by law, any duty of confidence, or other legal obligation or duty;
- 6.4 Information contained in Item 28.2 – Delegation to Award Contract – Community Sports Building, Golden Wattle Park / Mirnu Wirra (Park 21 West)
- 6.4.1 Is not subject to an Existing Confidentiality Order
- 6.4.2 The grounds utilised to request consideration in confidence is section 90(3) (b) & (d) of the Act
- (b) 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 prejudice the commercial position of the council; and
- (ii) would, on balance, be contrary to the public interest.
- (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which –
- (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
- (ii) would, on balance, be contrary to the public interest.
- 6.5 Information contained in Item 28.3 – Adelaide Economic Development Authority Appointment of Board Member
- 6.5.1 Is not subject to an Existing Confidentiality Order
- 6.5.2 The grounds utilised to request consideration in confidence is section 90(3) (a) of the Act
- (a) Information the disclosure of which would involve the unreasonable disclosure of information concerning the affairs of any person (living or dead).
- 6.6 Information contained in Item 28.4 – Appointment of Independent Council Assessment Panel Members
- 6.6.1 Is not subject to an Existing Confidentiality Order
- 6.6.2 The grounds utilised to request consideration in confidence is section 90(3) (a) of the Act
- (a) Information the disclosure of which would involve the unreasonable disclosure of information concerning the affairs of any person (living or dead).

ATTACHMENTS

Nil

- END OF REPORT -

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