



**Ordinary Council Meeting**

**2 September 2020**

Virtual Meeting

**AGENDA**

**Public Copy**

**NOTICE IS HEREBY GIVEN THAT A MEETING OF BALLARAT CITY COUNCIL WILL BE HELD AS A VIRTUAL MEETING ON WEDNESDAY 2 SEPTEMBER 2020 AT 7:00PM.**

This meeting is being broadcast live on the internet and the recording of this meeting will be published on council's website [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au) after the meeting.

Information about the broadcasting and publishing recordings of council meetings is available in council's broadcasting and publishing recordings of council meetings procedure which is available on the council's website.

## AGENDA

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**The next Ordinary Meeting of the Ballarat City Council will be held on Wednesday 16 September 2020.**

**1. OPENING DECLARATION**

**Councillors:** *"We, the Councillors of the City of Ballarat, declare that we will carry out our duties in the best interests of the community, and through collective leadership will maintain the highest standards of good governance."*

**Mayor:** *"I respectfully acknowledge the Wadawurrung and Dja Dja Wurrung People, the traditional custodians of the land, and I would like to welcome members of the public in the gallery."*

**2. APOLOGIES FOR ABSENCE**

**3. DISCLOSURE OF INTEREST**

**4. CONFIRMATION OF MINUTES**

**5. MATTERS ARISING FROM THE MINUTES**

## 6. PUBLIC QUESTION TIME

Note – all public representations will be heard before each item on the agenda.

# QUESTION TIME

- Question time has been altered for the City of Ballarat's September 2 2020 Council meeting due to the COVID-19 Stage 3 restrictions.
- To ensure the public can still participate in question time, they are asked to now submit their questions in writing.
- However, no person may submit more than two questions at the September 2 2020 meeting.
- The questions must be in English, must be 75 words or less and not include a preamble, other additional material, or multiple parts.
- Questions must be submitted via email to [agendapreparation@ballarat.vic.gov.au](mailto:agendapreparation@ballarat.vic.gov.au) by no later than 4:30pm on the day of the Ordinary meeting.
- A question may be disallowed if the chair determines that it:
  - Relates to a matter outside of Councils responsibility;
  - Is defamatory, indecent, abusive, offensive, irrelevant, trivial or objectionable in language or substance;
  - Deals with a subject matter already answered;
  - Is aimed at embarrassing a Councillor or a member of Council Staff;
  - Relates to personnel matters;
  - Relates to the personal hardship of any resident or rate payer;
  - Relates to industrial matters;
  - Relates to contractual matters;
  - Relates to proposed developments;
  - Relates to legal advice;
  - Relates to matters affecting the security of Council property: and/or
  - Relates to any other matter which Council considers would prejudice Council or any other person.
  - Relates to matters that would normally be subject to a Freedom of Information request.
  - Has previously been asked by the same person
  - Has already been put in writing to a Councillor or a member of Council staff; and received a written response.
- The name of the person who submitted a question must be read out, along with the question which may then be directed to the Chief Executive Officer or a nominated officer.
- All questions and answers must be as brief as possible.
- A Councillor or the Chief Executive Officer may require a question to be put on notice which is then recorded in the Council minutes. A written copy of the answer must be sent to the person who asked the question. Minutes will reflect responses until the matter is completed.

## **PUBLIC SUBMISSIONS**

- Due to COVID-19 Stage 3 restrictions around public gatherings being limited to two people the following has been put in place.
- Public representations may be made on any items listed on the agenda in an Ordinary Meeting apart from those listed in the confidential section. Submissions must also be submitted in writing to [agendapreparation@ballarat.vic.gov.au](mailto:agendapreparation@ballarat.vic.gov.au) by no later than 4.30pm on the day of Council meeting; and limited to no more than 200 words that will be read out by the Chief Executive Officer or her nominated delegate at the meeting prior to the matter being considered by Council.

## 7. REPORTS FROM COMMITTEES/COUNCILLORS

### 8. CHIEF EXECUTIVE OFFICER REPORT

#### 8.1. CHIEF EXECUTIVE OFFICER REPORT

**Division:** Executive Unit  
**Director:** Janet Dore  
**Author/Position:** Janet Dore – Chief Executive Officer

#### OFFICER RECOMMENDATION

**Council resolves to:**

**Receive and note the CEO's Operational Report.**

#### EXECUTIVE SUMMARY

The CEO's Operational Report highlights issues and outcomes affecting the organisation's performance as it delivers services and implements the Council's strategies and policy decisions.

#### RATIONALE

The Council of the City of Ballarat is responsible for setting the municipality's strategic direction. The CEO of the City of Ballarat is the sole employee of the Council and is responsible for establishing the organisational structure and resource implementation to achieve the objectives set by the Council. This operational report provides a greater level of access to not only the organisation's achievements, but also the challenges and issues confronting staff and officers in the delivery of services.

#### **Key achievements, projects and events delivered:**

##### COVID -19

The City of Ballarat has continued to adapt and modify its operations to meet the requirements of changing restriction levels with regard to service delivery. The City of Ballarat has continued to support businesses during the pandemic with a dedicated economic response contact centre, streamlined planning permit assessment processes and increases in the frequency of the payment cycle to City of Ballarat suppliers to ensure money flows to the local economy faster.

##### Small Business Friendly Charter signed

In July the City of Ballarat signed on to the Victorian Government's Small Business Friendly Council Charter. The charter is a way to increase support for small businesses with participating councils committing to pay bills within 30 days, support local business networks and streamline business approvals. The City of Ballarat has also completed the government's better Approvals project to drive changes to the permit approvals process, saving small business time, money and stress when starting or expanding.

### Ballarat Virtual Winter Festival

The Virtual Winter fest was scheduled to run from 27 June to 19 July, with strong demand seeing the festival extended until 31 August. The initiative showcased the best of Ballarat's offerings and experiences to people who could not travel here due to restrictions, and to attract a local audience to shop and buy local when and how they can. By the end of July, the had attracted more than 10,000 unique users. Metro Victoria accounted for more than 43 per cent of Victorians visiting the site, with 32 per cent from Ballarat & surrounds and 24 per cent from regional Victoria.

### Safer Together Fire Prevention Works

Fire prevention works focused on gorse removal were carried out at the Ballarat-Skipton Rail Trail in July. The section of trail is managed by both the City of Ballarat and Golden Plains Shires. The works were funded through the Victorian Government's Safer Together fire prevention program.

## **Ongoing community consultation**

### Ballarat Neighbourhood Character Study

A Neighbourhood Character Study is being prepared to ensure that community values are recognised and acknowledged in future residential development in Ballarat. The City of Ballarat is consulting with the community about the Draft Ballarat Neighbourhood Character Assessment, which is the first stage of preparing the Study. Residents have been asked to nominate what they love about their local neighbourhoods and improvements they would like to see.

### Reimagining Bridge Mall Precinct

Public feedback was sought on design work for the Bridge Mall precinct during August. The project is a key element of the Bakery Hill/Bridge Mall Urban Renewal Plan, a \$15 million commitment from Council to revitalise the precinct. The project envisages the Bridge Mall as a meeting place the community and visitors alike while creating a thriving economy in the area.

### Parent Place Review

Parent Place in Sturt Street is a much loved safe and inclusive environment where parents and carers can rest, change and feed a baby, allow children to play, engage in activities and obtain support and a range of information on services for families with young children. Community feedback was sought on how the facility and the services it offers could be improved to meet the needs of families with young children into the future.

### Heritage Gaps Review

A heritage gaps map remains available on the City of Ballarat's mySay page which has asked residents to pin local sites that they think may have heritage significance. The consultation is the first step in a municipal-wide Heritage Gaps Review undertaken to expand the extent of the Heritage Overlay and strengthen heritage policies. Sites pinned by community members will be considered for assessment and inclusion in the Heritage Overlay. These will be added to an indicative list of over 700 places already compiled from community feedback on other projects, such as Local Area and Township Plans.

## **Ongoing projects, initiatives and works**

### New organisational structure

A proposed organisational structural realignment was announced in July, which was followed by an opportunity for staff to provide feedback. Following a review of the feedback received, a new organisational structure was implemented from 3 August. The new structure includes four divisions with slight amendments to better balance the organisation and equip it to deliver



on Council's commitments and the community's expectations. The recruitment process for Directors to lead the new divisions established through the realignment began in August. The process is being overseen by SalCorp following an appropriate procurement process.

Discussions are underway to engage a tourism specialist who will lead Council engagement and direction, in conjunction with the business sector, to adopt a plan for attracting visitors and promoting activities across the city and surrounds. The specialist nature and urgency of this matter has required an exemption to normal procurement process authorised by the CEO.

#### Advocacy and lobbying

Advocacy and lobbying activity continued with increased intensity. The tragedy of the COVID-19 pandemic has created more opportunities to secure funding for key projects - both the Victorian and the Australian Governments have opened multiple COVID-related funding streams to stimulate the economy. Officers are regularly reviewing these funding streams to determine which of Council's priority projects best meet the funding criteria. In addition to applications which relate to funding for infrastructure projects, City of Ballarat has also taken up the opportunity offered by the Victorian Government, to put forward development projects that require planning acceleration and/or intervention. Planning fast tracking relates to projects which have the potential to create a large number of jobs, both in construction and ongoing.

#### Lighting upgrades at key sports facilities

In July four new light poles were installed at Trekardo Park as part of 100 lux LED lighting system for the ground. The \$380,000 project is fully funded by the City of Ballarat and includes a power supply upgrade to the reserve, new site main switchboard and electrical infrastructure. The project is one of a number of upgrades to lighting and pitch infrastructure in planning, underway or nearing completion at sports reserves across Ballarat, including Pleasant Street Reserve, Victoria Park, Russell Square North and Royal Park, Buninyong.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	No	No
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	No
<b>Risk Management</b>	No	No
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Financial/Resources** – No additional financial implications have arisen from the preparation of a CEO Operational Report.

**OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

**ATTACHMENTS**

Nil

## 9. ASSEMBLIES OF COUNCILLORS

### 9.1. ASSEMBLIES OF COUNCILLORS

**Division:** Executive Unit  
**Director:** Janet Dore  
**Author/Position:** Sarah Anstis - Statutory Compliance Officer

#### OFFICER RECOMMENDATION

Council resolves to approve the report on Assemblies of Councillors as listed:

- 8 July 2020 Infrastructure and Environment Portfolio Meeting
- 22 July 2020 Mayor, Councillor and CEO Meeting
- 28 July 2020 Councillor Strategic Workshops
- 29 July 2020 Mayor, Councillor and CEO Meeting
- 31 July 2020 Prosperity Portfolio
- 5 August 2020 Strategic Briefing
- 5 August 2020 Mayor, Councillor and CEO Meeting
- 11 August 2020 Councillor Strategic Workshop
- 11 August 2020 Councillor Portfolio Meeting
- 13 August 2020 Mayor, Councillor and CEO Meeting
- 14 August 2020 Prosperity Portfolio
- 19 August 2020 Agenda Review Briefing
- 21 August 2020 Disability Advisory Committee

#### EXECUTIVE SUMMARY

The purpose of this report is to provide Council with copies of Assembly of Councillor Records as required under section 80A(2) of the *Local Government Act 1989*.

#### RATIONALE

Section 80A(2) of the *Local Government Act 1989* requires the record of an Assembly of Councillors to be reported at an ordinary Council meeting. Assembly of Councillors Records are attached to this report.

#### LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*;
- *Local Government Act 1989*; and
- City of Ballarat Council Plan 2017-2021.

**REPORTING AND COMPLIANCE STATEMENTS**

<b>Implications</b>	<b>Considered in Report?</b>	<b>Implications Identified?</b>
<b>Human Rights</b>	Yes	No
<b>Social/cultural</b>	Yes	Yes
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	No	No
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No

**Human Rights** - It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** - The inclusion of the attached Assembly of Councillor Records in the Council Agenda and the availability to the community increase awareness of the activities of Council and could increase community involvement in decision making at Council level.

**Risk Management** - There are implications with regards to Council's compliance with the *Local Government Act 1989* if Assembly of Councillor Records are not reported to Council.

**CONSULTATION**

Nil

**OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

**REFERENCE DOCUMENTS**

Nil

**ATTACHMENTS**

1. 8 July 2020 Infrastructure and Environment Portfolio Meeting [9.1.1 - 1 page]
2. 22 July 2020 Mayor Councillor and CEO Meeting [9.1.2 - 1 page]
3. 28 July 2020 Councillor Strategic Workshops [9.1.3 - 1 page]
4. 29 July 2020 Mayor Councillor and CEO Meeting [9.1.4 - 1 page]
5. 31 July 2020 Prosperity Portfolio [9.1.5 - 1 page]
6. 5 August 2020 Strategic Briefing [9.1.6 - 2 pages]
7. 5 August 2020 Mayor Councillor and CEO Meeting [9.1.7 - 1 page]
8. 11 August 2020 Councillor Strategic Workshop [9.1.8 - 2 pages]
9. 11 August 2020 Councillor Portfolio Meeting [9.1.9 - 1 page]
10. 13 August 2020 Mayor, Councillor and CEO Meeting [9.1.10 - 1 page]
11. 14 August 2020 Prosperity Portfolio [9.1.11 - 1 page]
12. 19 August 2020 Agenda Review Briefing [9.1.12 - 2 pages]
13. 21 August 2020 Disability Advisory Committee [9.1.13 - 1 page]



**ASSEMBLY OF COUNCILLORS RECORD**

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Infrastructure and Environment Portfolio Meeting No 219
<b>Date of meeting:</b>	Wednesday 8 July 2020
<b>Start time:</b>	7:30am
<b>Finish time</b>	9.09am

<b>Councillors present:</b>	Mayor Cr Ben Taylor, Cr Grant Tillett, Cr Mark Harris
<b>Apologies:</b>	
<b>Council staff present:</b>	Darren Sadler – Acting Director Infrastructure and Environment, Natalie Robertson – Executive Manager Development Facilitation, Daryl Wallis – Coordinator Parks and Gardens, Ken Cox – Supervisor Trails & Waterways, Belinda Kent – Executive Assistant to Director Infrastructure and Environment (Minute Taker)
<b>Other attendees present:</b>	Nil

<b>Conflict of Interests:</b>	<p>Pursuant to Sections 77, 78 and 79 of the Local Government Act 1989 (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.</p> <p>A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.</p>
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Nil			
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<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<p><b>Updates</b></p> <ul style="list-style-type: none"> <li>• Property Sales Update</li> <li>• Parking Update</li> <li>• Pine Plantation Removal Update</li> <li>• Statutory Planning Applications Update</li> <li>• 11 Sturt Street</li> </ul> <p><b>Reports</b></p> <ul style="list-style-type: none"> <li>• Discuss Future Council Reports</li> </ul> <p><b>Upcoming Tenders</b></p> <ul style="list-style-type: none"> <li>• Circulated to Councillors prior to meeting</li> </ul> <p><b>Other Business</b></p> <ul style="list-style-type: none"> <li>• Gold Mine</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Acting Director Infrastructure and Environment
<b>Name:</b> Darren Sadler	<b>Date:</b> 15 July 2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Mayor, Councillor and CEO Meeting
<b>Date of meeting:</b>	22/07/2020
<b>Start time:</b>	6:30pm
<b>Finish time:</b>	7:00pm

<b>Councillors present:</b>	Cr Taylor, Cr Coates, Cr Rinaldi, Cr Tillett, Cr Johnson, Cr Moloney, Cr McIntosh, Cr Hudson, Cr Harris
<b>Apologies:</b>	
<b>Council staff present:</b>	Janet Dore, Chief Executive Officer
<b>Other attendees present:</b>	

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil	Nil	N/A	N/A	N/A

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<ul style="list-style-type: none"> <li>• Delegations and Planning</li> <li>• Purchasing Cards</li> <li>• Code of Conduct</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Chief Executive Officer
<b>Name:</b> Janet Dore	<b>Date:</b> 22/07/2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Councillor Strategic Planning Update Workshop
<b>Date of meeting:</b>	28 July 2020
<b>Start time:</b>	4.32pm
<b>Finish time:</b>	5:40 pm

<b>Councillors present:</b>	Cr Rinaldi, Cr Harris, Cr McIntosh, Cr Taylor, Cr Moloney, Cr Tillett, Cr Johnson
<b>Apologies:</b>	Cr Coates, Cr Hudson
<b>Council staff present:</b>	Angelique Lush – Director Development and Planning, James Guy – Executive Manager Economic Partnerships, Janet Dore – CEO, Lisa Kendal – Manager Strategic Planning, David Turley – Team Leader City Design, Vaughn Notting – Executive Manager Infrastructure
<b>Other attendees present:</b>	None

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
None	None	Left the meeting? No	Time left NA	Time returned NA

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<ul style="list-style-type: none"> <li>• Ballarat Connections Project</li> <li>• Heritage Awards</li> <li>• Exceptional tree register</li> <li>• Ballarat Integrated Transport Action Plan</li> <li>• Yarrowee River and Tributaries Master Plan</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Executive Manager Economic Partnerships
<b>Name:</b> James Guy	<b>Date:</b> 29 / 07 / 2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Mayor, Councillor and CEO Meeting
<b>Date of meeting:</b>	29/07/2020
<b>Start time:</b>	6.00pm
<b>Finish time:</b>	6:30pm

<b>Councillors present:</b>	Cr Taylor, Cr Coates, Cr Rinaldi, Cr Tillett, Cr Johnson, Cr Moloney, Cr McIntosh, Cr Hudson, Cr Harris
<b>Apologies:</b>	
<b>Council staff present:</b>	Janet Dore, Chief Executive Officer
<b>Other attendees present:</b>	Nil

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil	Nil	N/A	N/A	N/A

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<ul style="list-style-type: none"> <li>• Organisation Structure</li> <li>• RCTP</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Chief Executive Officer
<b>Name:</b> Janet Dore	<b>Date:</b> 29/07/2020





## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Prosperity Portfolio Meeting – Economic Partnerships
<b>Date of meeting:</b>	31 July 2020
<b>Start time:</b>	7.32am
<b>Finish time:</b>	8.40am

<b>Councillors present:</b>
Cr Moloney, Cr Rinaldi, Cr McIntosh
<b>Apologies:</b>
Angelique Lush – Director Development and Planning, Janet Dore – CEO, Cr Taylor
<b>Council staff present:</b>
James Guy – Executive Manager Economic Partnership, Kelli Moran – Acting Manager Economic Development
<b>Other attendees present:</b>

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil	[Type & details declared]	Left Meeting [Yes/No]	[Time left]	[Time returned]

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<p><b>Economic Development</b></p> <ul style="list-style-type: none"> <li>• Business Insights Update</li> <li>• Neuron Mobility</li> <li>• BWEZ – Freight Intermodal Update</li> <li>• Latrobe Street Saleyards</li> </ul> <p><b>Strategic Planning</b></p> <ul style="list-style-type: none"> <li>• Western Victorian Transmission Line Project</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b> 	<b>Position:</b> Executive Manager Economic Partnerships
<b>Name:</b> James Guy	<b>Date:</b> 11/8/2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Strategic Briefing
<b>Date of meeting:</b>	5 August 2020
<b>Start time:</b>	6.48 pm
<b>Finish time:</b>	8:34 pm

<b>Councillors present:</b> Cr Grant Tillett Cr Mark Harris Cr Belinda Coates Cr Ben Taylor Cr Jim Rinaldi Cr Samantha McIntosh Cr Amy Johnson Cr Daniel Moloney
<b>Apologies:</b> Cr Des Hudson
<b>Council staff present:</b> Janet Dore – Chief Executive Officer Sean Portelli – Acting Director Corporate Services Darren Sadler – Acting Director Infrastructure and Environment Neville Ivey– Director Community Wellbeing James Guy – Acting Director Development and Growth Natalie Robertson – Executive Manager Development Facilitation Louise Lang – Manager Communications and Marketing
<b>Other attendees present:</b>

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Name of person(s) declaring the conflict	Type & details declared	Left Meeting Yes/No	Time left	Time returned

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<b>External Presentations</b>
<b>Strategic Matters Raised by Councillors</b>
Portfolio Updates - Items that might potentially go to a future Council Meeting:
<ul style="list-style-type: none"> <li>• Cottage costs</li> <li>• Fernery costs</li> <li>• Chandelier expense budget (per Ombudsman’s Report)</li> <li>• Skipton Development</li> </ul>



<p><b>Planning Committee – Agenda Review</b>  <b>Section B - Strategic Briefing Reports</b></p> <ul style="list-style-type: none"> <li>• Heritage Protection Update</li> <li>• Marketing Update (Brand Playbook / Marketing Plan)</li> <li>• PLP/2020/109 Eureka Street Briefing</li> </ul> <p><b>Added Item not on Agenda</b></p> <ul style="list-style-type: none"> <li>• COVID 19 Financial Hardship Procedure</li> </ul>
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<b>Record completed by:</b>	
<b>Signed:</b> 	<b>Position:</b> Director Corporate Services
<b>Name:</b> Sean Portelli	<b>Date:</b> 6 August 2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Mayor, Councillor and CEO Meeting
<b>Date of meeting:</b>	05/08/2020
<b>Start time:</b>	6.00pm
<b>Finish time:</b>	6:30pm

<b>Councillors present:</b>	Cr Taylor, Cr Coates, Cr Rinaldi, Cr Tillett, Cr Johnson, Cr Moloney, Cr McIntosh, Cr Harris
<b>Apologies:</b>	Cr Hudson
<b>Council staff present:</b>	Janet Dore, Chief Executive Officer
<b>Other attendees present:</b>	Nil

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil	Nil	N/A	N/A	N/A

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<ul style="list-style-type: none"> <li>• Organisation Structure</li> <li>• Delegations</li> <li>• Project Management</li> <li>• Contracts Committee Agenda</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Chief Executive Officer
<b>Name:</b> Janet Dore	<b>Date:</b> 05/08/2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Councillor Strategic Workshop
<b>Date of meeting:</b>	11/08/2020
<b>Start time:</b>	4:30pm
<b>Finish time:</b>	6:00pm


<b>Councillors present:</b> Cr Mark Harris Cr Belinda Coates Cr Grant Tillett Cr Des Hudson Cr Daniel Moloney Cr Jim Rinaldi Cr Samantha McIntosh Cr Ben Taylor
<b>Apologies:</b> Cr Amy Johnson
<b>Council staff present:</b> Janet Dore – Interim Chief Executive Officer Natalie Robertson – Acting Director Development and Growth Breanna Doody – Coordinator Health and Social Planning Belinda Hynes – Social Planning and Engagement Officer Neville Ivey – Acting Director Community Wellbeing Tara Poole – Coordinator Creative City Community Events
<b>(Optional) Other attendees present:</b> [insert name]

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Name of person(s) declaring the conflict	Type & details declared	Left Meeting Yes/No	Time left	Time returned
[Insert name]	[insert type & details declared]	[Yes/No]	[Insert Time]	[Insert Time]

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
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- |  |
|--|
| <ul style="list-style-type: none"> <li>• Draft Community Infrastructure Planning Policy</li> <li>• Continuous Voices Project Update</li> </ul> |
|--|

<b>Record completed by:</b>	
<b>Signed:</b> 	<b>Position: Coordinator Health &amp; Social Planning</b>
<b>Name: Breanna Doody</b>	<b>Date: 11/08/2020</b>



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Community Wellbeing Councillor Portfolio Meeting
<b>Date of meeting:</b>	Tuesday, 11 August 2020
<b>Start time:</b>	3.30pm
<b>Finish time:</b>	4.30pm

<b>Councillors present:</b>				
Cr Belinda Coates, Cr Des Hudson, Cr Amy Johnson				
<b>Apologies:</b>				
<b>Council staff present:</b>				
Neville Ivey, Acting Director Community Wellbeing				
Janet Dore, Chief Executive Officer				
Helen McIntosh, Executive Assistant				
Jeff Johnson, Executive Manager Arts & Tourism				
Louise Lang – Acting Manager Communications and Marketing				
Louise Tegart – Director Art Gallery of Ballarat				
<b>Other attendees present:</b>				
Nil				
<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil		Left Meeting [No]	[Time left]	[Time returned]
<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>				
<ul style="list-style-type: none"> <li>• Minutes of Meeting July 2020</li> <li>• Support Options for Royal South Street Society</li> <li>• Introducing Arts &amp; Tourism</li> <li>• Introducing Marketing and Creative Communications – MaCC</li> <li>• Introducing Ballarat Fine Art Gallery</li> <li>• Council Reports and Strategic Briefings</li> <li>• Community Wellbeing Updates</li> </ul>				
<b>Record completed by:</b>				
<b>Signed:</b> 		<b>Position:</b> Executive Assistant Community Development		
<b>Name:</b> Helen McIntosh		<b>Date:</b> 12 August 2020		



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Mayor, Councillor and CEO Meeting
<b>Date of meeting:</b>	13/08/2020
<b>Start time:</b>	6.00pm
<b>Finish time:</b>	6:30pm

<b>Councillors present:</b>	Cr Taylor, Cr Coates, Cr Rinaldi, Cr Tillett, Cr Johnson, Cr Moloney, Cr McIntosh, Cr Harris, Cr Hudson
<b>Apologies:</b>	
<b>Council staff present:</b>	Janet Dore, Chief Executive Officer
<b>Other attendees present:</b>	Nil

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil	Nil	N/A	N/A	N/A

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<ul style="list-style-type: none"> <li>• Regional Tourism Review</li> <li>• MAV / DHHS Meeting</li> <li>• Recruitment Update</li> <li>• Railway Gates</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Chief Executive Officer
<b>Name:</b> Janet Dore	<b>Date:</b> 13/08/2020





## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Prosperity Portfolio Meeting – Events and the Arts
<b>Date of meeting:</b>	14 August 2020
<b>Start time:</b>	7.30am
<b>Finish time:</b>	9.12am

<b>Councillors present:</b>	Cr Rinaldi, Cr McIntosh, Cr Moloney
<b>Apologies:</b>	Cr Taylor,
<b>Council staff present:</b>	Janet Dore – CEO, Natalie Robertson – Acting Director Development and Growth, Jeff Johnson – Executive Manager Arts and Tourism, Tara Poole – Coordinator Creative City
<b>Other attendees present:</b>	

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Nil	[Type & details declared]	Left Meeting [Yes/No]	[Time left]	[Time returned]

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<p><b>Events and the Arts</b></p> <ul style="list-style-type: none"> <li>• BIFB – Ballarat International Foto Biennale</li> <li>• Royal South Street Society</li> <li>• Cycling Australia RoadNats</li> <li>• HMT/Civic Hall Staged Works</li> <li>• Spring Fling Activations</li> <li>• Winter Fest Update</li> </ul> <p><b>Creative City</b></p> <ul style="list-style-type: none"> <li>• COVID Cultural Responses Round 1 Report and Round 2 Proposal</li> <li>• Community Art Pathways</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b>	<b>Position:</b> Acting Director Development and Growth
<b>Name:</b> Natalie Robertson	<b>Date:</b> 14 August 2020



## ASSEMBLY OF COUNCILLORS RECORD

This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Council Agenda Review Briefing
<b>Date of meeting:</b>	19 August 2020
<b>Start time:</b>	6:34pm
<b>Finish time:</b>	8.43pm

<b>Councillors present:</b> Cr Jim Rinaldi Cr Grant Tillett Cr Des Hudson Cr Mark Harris Cr Samantha McIntosh Cr Belinda Coates Cr Amy Johnson Cr Daniel Moloney Cr Ben Taylor
<b>Apologies:</b>
<b>Council staff present:</b> Janet Dore – Chief Executive Officer Sean Portelli – Acting Director Business Services Darren Sadler – Acting Director Infrastructure and Environment Natalie Robertson – Acting Director Development and Growth Neville Ivey – Acting Director Community Wellbeing Cameron Montgomery – Executive Manager Governance and Risk
<b>Other attendees present:</b>

<b>Conflict of Interests:</b>				
Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.				
A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.				
Name of person(s) declaring the conflict	Type & details declared	Left Meeting Yes/No	Time left	Time returned

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>
<b>External Advocacy Requests</b>
<ul style="list-style-type: none"> <li>ICAN Australia Petition in Ballarat</li> </ul>
<b>Updates from Portfolios</b>
<b>Updates for Councillors</b>
<b>Review of Draft Council Agenda 26 August 2020</b>
<ul style="list-style-type: none"> <li>Adoption of the Governance Rules and Transparency Policy</li> <li>Hearing of Verbal and Written Submissions on the Proposed Common Seal and Meeting Conduct Local Law</li> </ul>



<p><b>Review of the Draft Council Agenda 2 September 2020</b></p> <ul style="list-style-type: none"> <li>• Chief Executive Officer Report</li> <li>• Assemblies of Councillors</li> <li>• Community Engagement Review Report 2019/2020</li> <li>• Lake Wendouree Speed Limit Reduction Request</li> <li>• Naming of the Ballymanus Central Park</li> <li>• Council Plan Quarterly Report</li> <li>• Community Allocations Delegated Committee</li> <li>• Support Options for Royal South Street Society</li> <li>• Nightingale Street, Newington: Road Discontinuance/Sale</li> <li>• Carryovers</li> <li>• Telecommunications Data and Internet Connectivity Contract</li> <li>• Contract for Microsoft Large Account Reseller</li> <li>• Adoption of the Meeting Procedure Conduct and Seal</li> <li>• Contracts Special Committee Minutes - 29 July 2020</li> <li>• S11A Instrument of Appointment and Authorisation (Planning and Environment Act 1987)</li> <li>• Outstanding Question Time Items</li> <li>• Notice of Motion</li> </ul> <p><b>Items in Camera</b></p> <ul style="list-style-type: none"> <li>• Naming of the Ballymanus Central Park</li> <li>• Contracts Special Committee Agenda - 29 July 2020</li> </ul> <p><b>Additional items</b></p> <ul style="list-style-type: none"> <li>• Car parking</li> </ul>
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<b>Record completed by:</b>	
<b>Signed:</b> 	<b>Position:</b> Executive Manager Governance and Risk
<b>Name:</b> Cameron Montgomery	<b>Date:</b> 19 August 2020



## ASSEMBLY OF COUNCILLORS RECORD

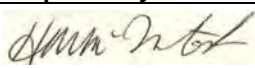
This record must be completed by the attending Council Officer and returned to the Statutory Compliance Unit within 48 hours after the meeting for recording in the register.

<b>Description of meeting:</b>	Disability Advisory Committee
<b>Date of meeting:</b>	21 August 2020
<b>Start time:</b>	12.00pm
<b>Finish time:</b>	1.56pm

<b>Councillors present:</b>	Cr Belinda Coates
<b>Apologies:</b>	
<b>Council staff present:</b>	Pete Appleton, Executive Manager Engaged Communities Helen McIntosh, Executive Assistant Community Wellbeing
<b>Other attendees present:</b>	Rebecca Paton, Sharon Eacott, Faye Baxter, Narelle Mason, Christine Segart, Casey West, Robyn Hall, Janeen Burke

<b>Conflict of Interests:</b>	
	Pursuant to Sections 77, 78 and 79 of the <i>Local Government Act 1989</i> (as amended), if a Councillor has a conflict of interest in a matter which is to be considered or discussed at a meeting, the Councillor must, if he or she is attending the meeting, disclose the conflict of interest.  A Councillor who has declared a conflict of interest, must leave the meeting and remain outside the room while the matter is being considered, or any vote is taken.
	Nil

<b>Matters Considered:</b> <i>*Provide dots points of matters discussed.</i>	
	<ul style="list-style-type: none"> <li>• Confirmation of Minutes 26 June 2020</li> <li>• Specialist School Car Parking Arrangements</li> <li>• MARS Stadium Update</li> <li>• Letter to Phil Cutts</li> <li>• M.R. Power Park Play Space</li> <li>• Correspondence In and Out</li> <li>• Playspace Improvement Program 2020/21</li> <li>• The DAC in Review – Team Outputs during 2016-20 COB Council</li> <li>• Council Elections – Caretaker Procedures</li> <li>• Member Updates</li> <li>• Central Highlands Inclusion Working Group</li> </ul>

<b>Record completed by:</b>	
<b>Signed:</b> 	<b>Position:</b> EA Director Community Wellbeing
<b>Name:</b> Helen McIntosh	<b>Date:</b> 24 August 2020

## 10. OFFICER REPORTS

### 10.1. COMMUNITY ENGAGEMENT REVIEW REPORT 2019/2020

**Division:** Community Wellbeing  
**Director:** Pete Appleton  
**Author/Position:** Pete Appleton – Acting Director Community Wellbeing

#### OFFICER RECOMMENDATION

##### Council resolves to:

1. **Note the benchmarking and delivery of community engagement practice across Council since the adoption of the Community Engagement Framework in March 2019.**
2. **Commence the process to develop a new Community Engagement Policy prior to 1 March 2021 as required by the Local Government Act 2020.**

#### EXECUTIVE SUMMARY

This report provides Council with a summary of the community engagement completed across the organisation since March 2019. It is the first full annual report in relation to community engagement since the adoption of Council's Community Engagement Framework in March 2019. The report articulates the level and extent of engagement undertaken across the organisation, reports on community engagement benchmarking results announced through the last year and illustrates how the organisation continues to build capacity across the staff teams working on projects where community engagement is required. As well as responding to a recommendation from the Victorian Auditor General's Office in relation to public participation and community engagement, the report aligns with the *Local Government Act 2020* and the need for Council to adopt a new Community Engagement Policy by 1 March 2021.

#### RATIONALE

Council formally adopted a new Community Engagement Framework in March 2019 (R54/19). The framework was prepared to directly respond to recommendations made in the 2017 Victorian Auditor-General's Office report into *Public Participation and Community Engagement*. In response to the VAGO Report Council developed an updated public participation engagement framework based on VAGO's better practice principles, including a step-by-step guide for Council staff to conduct effective public participation activities. A key element of the VAGO recommendations highlighted that Council should consider an annual review which reports on community engagement activities over the previous 12 months. Given the framework was adopted in March 2019, this report provides a review from when the framework was first adopted through to 30 June 2020.

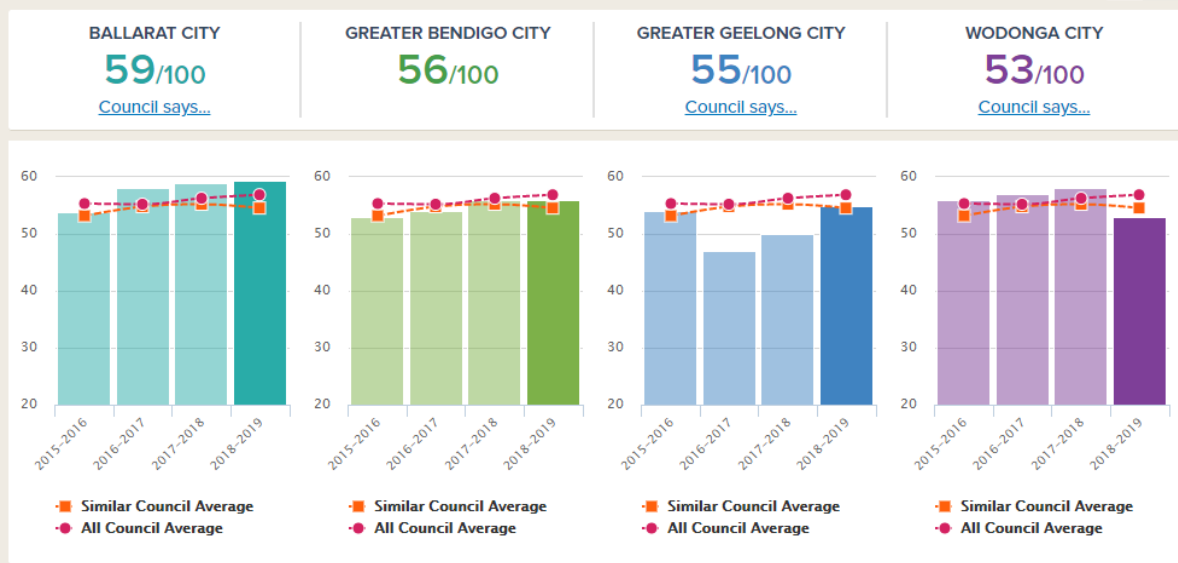
##### **Measuring Engagement:**

Results from the 'Know Your Council' annual survey show 'community satisfaction with community consultation and engagement' at 59/100 which is a slight increase from last year and a continuation of an increasing trend over the past 4 years. This level compares favourably with the average of other similar councils (54/100) and an average of all other councils (56/100).

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### Community satisfaction with community consultation and engagement

Community satisfaction rating out of 100 with the consultation and engagement efforts of the council. This includes consulting and engaging directly with the community on key local issues requiring decisions by council.



### Online Engagement Outputs – My Say

One of the most efficient tools to engage the community are online platforms such as mySay which have large potential reach but may provide less detailed input from individual community members. The mySay page offers a multitude of engagement options including surveys, interactive maps for place-based projects, expected timelines, videos and storage of downloadable documents. Each project can be analysed for the level of engagement with the community, and the page acts as a reference point while the project progresses and even after it is finished. In the past 12 months the mySay page attracted 20,100 visits, with over 50 recent projects accessible from this platform. The top 30 projects which attracted the most views and downloads over the past year (1 July 2019 - 24 June 2020) are included in the table below. Many of these projects are now complete but still serve as a key point of information for the community.

Projects using mySay platform which had the highest numbers of community engaged (July 2019 – June 2020)			
Projects	Level of Engagement*		
	Aware	Informed	Engaged
Bakery Hill and Bridge Mall Precinct Urban Renewal Project	1662	1008	58
The Miners Rest Township Plan	856	383	88
Wendouree Railway Station Precinct Master Plan	746	261	0
Latrobe St Saleyards Precinct Urban Renewal Project	729	312	28
Brown Hill Local Area Plan	633	510	0
Ballarat Integrated Transport Plan – Rail Network	625	351	19
Ballarat’s Creative City Strategy	608	402	0
Ballarat Integrated Transport Plan	605	338	137
Ballarat is Open	516	214	7
Dowling Forest Precinct Review	484	267	0
Our People, Culture & Place: A plan to sustain Ballarat’s heritage	480	293	0
Imagine Ballarat East - Local Area Plan – adopted June 2019	472	330	0

Yarrowee River Masterplan	407	188	91
The Gong Improvement and Rehabilitation Project	381	200	38
Waste to Energy in Ballarat	362	87	0
Ballarat Cycling Action Plan 2017	288	217	0
Right to the Night	277	93	0
Ballarat Archaeology Review	262	76	11
Better flood planning for Ballarat	244	70	0
Ballarat Health, Knowledge & City Living Precinct Master Plan	236	121	0
Eureka Centre & Eureka Stockade Memorial Park Interpretation	232	130	11
Living Corridors	207	64	12
Naming Proposals	203	61	0
Urban Forest Action Plan	170	72	0
Doug Dean Master Plan update	165	75	0
Council Awards	148	50	8
Domestic Wastewater Management Plan	145	131	0
Community Engagement Framework	143	77	0
Gambling Harm Minimisation Policy and Action Framework	140	78	5
Draft Budget 2019/20	140	73	0

\*Aware – visited at least one page on the site (includes informed and engaged figures)

Informed – downloaded a document, watched a video, checked FAQ, visited multiple pages (includes engaged figures)

Engaged – participated in a survey, placed pins on a map

Although the mySay page has been used widely across the organisation, analysis shows visits to the mySay page have reduced by about 46% from the previous 12 months mainly due to highly popular projects at that time including Smarter Parking, and also a reduction in projects placed on the site due to the COVID-19 pandemic.

#### **Other In-Person Engagement Outputs:**

Whilst online engagement spreads the potential net of participants far and wide, many community members prefer other methods of engagement including the opportunity to meet face to face with Council representatives. In person engagement at workshops, forums, presentations and pop-up shop fronts were used extensively throughout the year. These types of engagement traditionally reach fewer community members than online processes but offer the opportunity for more detailed and considered feedback and involvement. Taking the consultation out to the community, meeting on site or at times and venues which are more accessible and using relevant stakeholders to encourage participation are all methods which promote broader engagement. The following table, which highlights a selection of engagement opportunities over the past year, shows the diverse range of consultation methods employed by staff to reach the specific target audience.

Whilst not listing every piece of engagement delivered since the Community Engagement Framework was adopted in March 2019, the following table provides a snapshot of some of the larger project engagement undertaken across the organisation during this period.

Project Area	Engagement	Participation / Responses
<b>Bakery Hill and Bridge Mall Precinct Urban Renewal Project (Phase 2)</b> - <i>Following extensive Phase 1 consultation in 2018.</i>	Bridge Mall Pop-Up Shop (3 days/week) Bridge Mall Farmers Market x4 Community Working Group meetings Community Survey – second survey x7 Targeted stakeholder workshops x75 Trader meetings	220 95 75 15 105 100
<b>Ballarat Is Open</b>	x12 Creative Thinking Design Sprints Whiteboards around the City x2 Drop-In sessions and x3 Listening Posts	134 458 56
<b>Neighbourhoods</b>		
Delacombe	x3 Participation @ Delacombe Chairs Forum	27
Delacombe - Woolway Court	Onsite Play Space Engagement	16
Delacombe - Doug Dean	Pop-Up stall @ community market	86 / 62
Lucas	x7 sessions Lucas leadership group	50
Lucas	Community Connections Event	62
Lucas – Community Garden	Launch of Community Garden Event	51
Wendouree – Rec Reserve	x6 Community Reference Group Meetings	72
Wendouree	x2 Partnership Group sessions	26
Wendouree – Harold Street	Onsite engagement session	40 / 19
Buninyong – The Gong	x2 Drop-In Information sessions	26
Buninyong – Royal Park	Masterplan – x3 Community Meetings	15
Buninyong – De Soza	Play Space Project x3 Community Meetings	12
Mount Pleasant	x3 Partnership Group sessions	33
Mount Pleasant – Tram Stop	Project Launch	130
Ballarat North – Midlands	Drop-In session / x6 planning meetings	16 / 27
Ballarat East	x2 Drop-In sessions at Eureka Hall	15
Ballarat East - Sparrow Grd.	Onsite consultation with local residents	22
<b>Youth Engagement</b>		
UN Youth Consult	Consultation workshop	25
Logo Design	Workshop / Online	50 / 22
“Recy’Kool”–Youth Week	Workshop	8
Council Meeting Review	Consultation	9
Girl Space	Online members / weekly sessions	425 / 10-15
Young Men’s Group	Online members / weekly sessions	95 / 10-15
Youth Space	Online survey	39
Connection Tree	Event participation / responses	50 / 20
PopCon 2019	Event / feedback survey responses	1000 / 66
Youth Week Funding	Consult on funding application	15
Green Wardrobe	Event / feedback	100 / 10
<b>Active Living</b>		
Girls at Bat Participation	Partnerships / Consultation	25 / week
Get Active Health Hub	Online engagement during COVID	1084 views
Active Women’s Network	Community Reference Group	53 / session
Make Your Move Event	Project Working Group	160 at event
<b>Community Infrastructure</b>		
Miners Rest Hall	x2 Stakeholder meeting	11
Sebastopol Senior Citizens	x3 Stakeholder workshops and meetings	24
Eureka Hall	Stakeholder meeting	13
Brown Hill Hall	x2 Stakeholder meetings	8



Ballarat North Centre	x2 Stakeholder meetings	25
<b>Miscellaneous Projects</b> Yarrowee River Plan New Dog Parks Libraries After Dark Gambling Harm Min. Policy	Co-Design Workshops / Community Survey x3 in Miners Rest, Buninyong & Alfredton Co-Design Workshops Downloads / Submissions	12/ 91 37 10 85 / 3
<b>Family &amp; Children's</b> Children's Week Parent Guardian	Consultation / Survey Survey	200 /75 49
<b>Aquatic Centre</b> Sensory Time Group Fitness Creche Services	Co-Design Workshops / Phone Interviews Member Surveys / Phone Interviews Member Survey / Phone Interviews	10 / 7 294 / 7 82 / 5
<b>Cultural Engagement</b> Colours of the World Harmony Fest Jan 26 Survival Day Intercultural Pathways Intercultural Garden	Working Group / Launch Event Working Group / Various Events Working Group / Event Participants / Agencies Consultation	16 / 100 25 / 9000 20 / 1200 130 / 10 10

#### **Strengthening Engagement Practice:**

Since Framework adoption the Engaged Communities business unit facilitated 4 community engagement training workshops which were attended by 54 staff members across several business areas. Rather than making the training mandatory across the organisation, the workshops were targeted towards relevant staff members who would more than likely be involved in the delivery of community engagement processes. The training included:

- An introduction to the Community Engagement Framework
- Who, how and why to engage?
- Selecting appropriate community engagement tools and methods
- Designing a community engagement project plan
- How to evaluate your engagement process.

It is proposed to deliver further specialised training to relevant staff in 2020/21 to continue to build capacity within the organisation and strengthen the design, delivery and evaluation of community engagement practice across the organisation.

Development of an internal best practice hub featuring the framework and handbook, training videos and case studies will further enhance the upskilling of staff to deliver thorough and inclusive engagement across the organisation.

#### **LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS**

- *Charter of Human Rights and Responsibilities Act 2006*
- *City of Ballarat Council Plan 2017-2021*
- *Local Government Act 2020*

The *Local Government Act 2020* stipulates that each Council must adopt and maintain a Community Engagement Policy. This policy must be in place by 1 March 2021. Councils must, at a minimum, apply their community engagement policy in the development of the following: planning and financial management, community vision, council plan, financial plan, revenue and rating planning and their asset plan.

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	Yes
<b>Social/Cultural</b>	Yes	Yes
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	No	No
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	No	Y\No
<b>Evaluation and Review</b>	Yes	Yes

**Human Rights** – The Community Engagement Framework advocates for a multi-faceted approach to engagement methods to ensure that members of the community are aware of the activities and are provided with the opportunity to fulfil right to freedom of expression.

**Social/Cultural** – The continued implementation of the Community Engagement Framework is raising the profile and standard of community engagement being delivered and should have significant positive social implications for Council.

**Risk Management** – Risk management processes are considered on an individual basis and referred to Council's Governance area where appropriate. The implementation of well designed community engagement processes seeks to mitigate reputational risks for Council through improving community confidence and satisfaction.

**Evaluation and Review** – This is the first formal review of community engagement undertaken across the organisation since the adoption of the Community Engagement Framework in March 2019. Much of the initial focus of this review is on building capacity within the staff team and documenting community engagement outputs. A priority for the next 12 months is around the adoption of a new Community Engagement Policy as per the requirements of the *Local Government Act 2020*, building further capacity across the staff team and raising the level of qualitative engagement evaluation undertaken.

## CONSULTATION

This report was put together following a survey of business units across the organisation. The survey requested business areas to report on community engagement projects and activities undertaken through 2019/20. The table is made up of engagement details from those that responded to the internal survey.

## OFFICERS DECLARATIONS OF INTEREST

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

## REFERENCE DOCUMENTS

- Community Engagement Framework (2019)
- Community Engagement – City of Ballarat Staff Handbook (2019)
- Victorian Auditor-General's Office – *Public Participation and Community Engagement – Local Government Sector* (May 2017)
- International Public Participation Spectrum (IAP2) [www.iap2.org.au](http://www.iap2.org.au)

## ATTACHMENTS

Nil

**10.2. LAKE WENDOUREE SPEED LIMIT REDUCTION REQUEST**

**Division:** Development and Growth  
**Director:** Natalie Robertson  
**Author/Position:** Natalie Robertson - Acting Director Development and Growth

**OFFICER RECOMMENDATION****Council resolves to:**

- 1. Affirm, following consideration of this report and the advice of Regional Roads Victoria, that the current speed zones on Wendouree Parade are considered appropriate with 40km/h in high pedestrian activity areas and 50km/h in the remaining residential areas.**
- 2. Conduct an awareness campaign between September and October 2020 for Wendouree Parade that encourages responsible driver, cyclist and pedestrian behavior.**
- 3. At the conclusion of the awareness campaign collect new traffic survey data and report back to Council the findings of this data.**

**EXECUTIVE SUMMARY**

In late 2019 the Lakes and Gardens Advisory Committee formally requested Council to investigate options to make Wendouree Parade a 40km/h Speed Zone for the entirety of the Lake. In support of this request Cr Daniel Moloney at the 30 October 2019 meeting requested a report to Council to respond to this request.

Following this request and in line with consent requirements, officers sought Regional Roads Victoria (RRV) consideration for a uniform 40km/h limit on the entire Wendouree Parade circuit. The formal response confirmed that the current speed limits on Wendouree Parade are deemed appropriate, with 40km/h in high pedestrian activity areas/school zones and 50km/h in the balance, built-up/residential areas which was also supported by Victoria Police. RRV have however advised should Council consider it appropriate to change the entire parade to 40km/h the correct Speed Zone Process must be followed for support to any change to speed limits signs.

**RATIONALE****Speed limits**

Speed limit signs are classed as Major Traffic Control Devices with formal RRV consent required for their installation, alteration or removal, in line with specific guidelines.

In January 2001, the Victorian default speed limit for built-up areas was reduced from 60km/h to 50km/h as a road safety initiative to help reduce the incidence and severity of road trauma. Exceptions to the default during implementation of this initiative were "traffic routes", where in some instances, previously applied posted or default speed limits were retained to encourage and assist flow to roads designed and assigned to perform the traffic route function. Burnbank Street is the highest status Council managed Link road and consequently retained the former

default 60km/h limit, while Gillies, Sturt and Howitt Streets are RRV managed roads, arterial road traffic routes with higher ruling speed limits.

Although Wendouree Parade performs as a traffic route, classified as a Collector road within the City of Ballarat Road Hierarchy, the characteristics and nature of traffic using the road resulted in the default 50km/h speed limit being adopted.

During 2003-2004, school speed zones were introduced throughout Victoria, where generally, 50km/h speed limits abutting school frontages (with personal access provision) became permanent 40km/h zones, while frontages carrying 60km/h or above were assigned time based 40km/h. The time based 40km/h zones apply where the traffic route function of the road is important outside peak school arrival and departure times.

In order to change a speed limit zone, the following process must be undertaken before authorisation by VicRoads:

- If Council believes a limit should be changed, an application is made to the VicRoads Regional Manager, accompanied by any supporting data.
- VicRoads assesses the application using a system which promotes systematic and consistent application of speed limit guidelines throughout Victoria.
- This program suggests an appropriate speed limit, taking into account the road environment, road width, abutting developments, road users, existing speeds, accident history and adjacent speed zones.
- The application is discussed with Council and Victoria Police at regular traffic liaison meetings and a site visit is usually carried out before a final decision is made.

### **Wendouree Parade Site Analysis**

An outcome of the Victorian Speed Limit Review was the development of specific guideline criteria for the assignment of 40km/h speed limits in precincts of high pedestrian activity. Wendouree Parade currently has two speed limits over the road length. These are the default built-up area 50km/h, with 40km/h applicable to the Pleasant Street Primary and Loreto College school precincts, the entire length of the Botanic Gardens where pedestrian/vehicle interaction is very high and the eastern section encompassing Nazareth House Nursing Home, the pedestrian zebra crossing and the area of high pedestrian/tourist activity generated by restaurants and hotel presence.

The eastern section was recently approved by VicRoads where the road alignment adds significant risk to pedestrians, with activity associated with the children's play space further contributing to risk.

**Figure 1 – Wendouree Parade**



During considerations for the eastern section 40km/h zone, Regional Roads Victoria recommended that in order to avoid an isolated and short 50km/h zone, the length between Ripon Street and the Pleasant Street Primary School zone be included in the proposed new 40km/h zone. The same rationale has been applied to Wendouree Parade between Carlton Street and Hamilton Avenue.

There are also advisory speed signs at various locations shown in the following images and are advisory speed signs relative to curves in the road alignment. These are not regulatory (speed limit) signs, but are in place to indicate a speed advised as appropriate for the environment.

**Figure 2 – Wendouree Parade – west bound toward Alfred St 40km/h advisory speed signage**



**Figure 3 – Wendouree Parade – east bound toward Alfred St 40km/h advisory speed signage**



**Figure 4 – Wendouree Parade – west bound at Dawsons Avenue 30km/h advisory speed signage**



#### **Accident Data**

Victoria Police supplied accident data for Wendouree Parade advising that between 1 January 2019 and 31 December 2019 four collisions were recorded and between 1 January 2020 to 7 August 2020, three collisions were recorded. All collisions were either no injury or minor injury.

#### **Fauna – Black Swans**

Black Swan warning signs including supplementary signs 'Injured Wildlife Assistance PH:0417380687' were installed around Wendouree Parade by the City of Ballarat some time ago and remain in place today. Signage has been strategically located and installed for traffic (including pedestrians) travelling both clockwise and anti-clockwise around the lake.

On all roads it is the driver's responsibility to drive to the road conditions, this includes drivers being aware of and reacting responsibly to existing warning signs, the weather, other vehicles, cyclists and roadside activity like pedestrians and wildlife. Many community members feed the

swans and other wildlife which encourages the birds to move in amongst the car parking areas where it has been shown that they are most at risk.

It is the officer’s determination that regardless of the speed limits the safety of the Black Swans should be based on driver, cyclist, and pedestrian education.

**Referral**

Following the Councillor request and in line with consent requirements, officers sought VicRoads (through RRV) consideration for a uniform 40km/h limit on the entire Wendouree Parade circuit. A formal response from RRV confirms that the current speed limits on Wendouree Parade are deemed appropriate, with 40km/h in high pedestrian activity areas/school zones and 50km/h in the remaining, built-up/residential areas, however any formal application for Change of Speed Limit Zone would be considered following Council support and demonstrated community consultation.

**External Referral**

AUTHORITY	RESPONSE
Regional Roads Victoria	<p>Speed zone changes are guided by, and consistent with, the Speed Zoning Guidelines.</p> <p>Both the 40km/h and 50km/h zone in this circumstance would be in line with the guidelines and RRV would support the City of Ballarat’s decision going forward given the City of Ballarat is the relevant road authority in this instance provided any change proposed is undertaken through the formal speed zone change process prior to speed limit signs being authorised.</p> <p>Ben Anderson Team Leader – Road Safety &amp; traffic Engineering</p>
Victoria Police	<p>Thank you for the opportunity to respond. The current speed zones are appropriate and balanced with police &amp; community expectations.</p> <p>Victoria Police does not have any concerns in the current posted speed limits and as such does not see the necessity to further reduce these speed limits.</p> <p>Stuart Gale S/Sergeant 25792 WD3 – Road Policing Advisor / OIC Ballarat &amp; Moorabool HWP’s</p>



**Comparison of Vehicle Speed Data from 50km/h to 40km/h**

WENDOUREE PDE LOCATION	DIRECTION	DATE	1 HOUR AVG	SPD LIMIT	85 <sup>th</sup> %TILE
Mair St to Alfred St (Tree @#113)	E+W	May-05	305	50	55.3
Mair St to Alfred St (Tree @#113)	E	May-05	149	50	55.7
Mair St to Alfred St (Tree @#113)	W	May-05	155	50	54.9
Windmill Dr to Zoo Dr	N+S	May-05	219	40	51.5
Windmill Dr to Zoo Dr	N	May-05	115	40	50
Windmill Dr to Zoo Dr	S	May-05	104	40	53
Forest St to Dowling St (Pole @ #412)	E+W	May-05	414	50	55.4
Forest St to Dowling St (Pole @ #412)	E	May-05	209	50	55
Forest St to Dowling St (Pole @ #412)	W	May-05	204	50	55.8
Macarthur St to Webster St (opposite #120)	N+S	May-05	611	50	57.7
Macarthur St to Webster St (opposite #120)	N	May-05	314	50	57
Macarthur St to Webster St (opposite #120)	S	May-05	296	50	58.3
Btwn Hamilton Avenue and Morrison St @ Midblock	W+E	Jul-11	288	40	52.1
Btwn Hamilton Avenue and Morrison St @ Midblock	E	Jul-11	139	40	51.7
Btwn Hamilton Avenue and Morrison St @ Midblock	W	Jul-11	148	40	52.3
Btwn Mair Street to Alfred St @ No 113	E+W	Jun-14	338	40	52.8
Btwn Mair Street to Alfred St @ No 113	E	Jun-14	14	40	52.4
Btwn Mair Street to Alfred St @ No 113	W	Jun-14	162	40	53.1
Btwn Forest St and Dowling St @ No 412	E+W	Jun-14	441	40	53.3
Btwn Forest St and Dowling St @ No 412	E	Jun-14	219	40	53.1
Btwn Forest St and Dowling St @ No 412	W	Jun-14	221	40	53.5
Btwn Macarthur St and Webster St at No 120	N+S	Jun-14	613	40	50.7
Btwn Macarthur St and Webster St at No 120	N	Jun-14	309	40	51
Btwn Macarthur St and Webster St at No 120	S	Jun-14	303	40	50.4
Btwn Windmill Dr and Zoo Dr	N+S	Jul-14	224	40	47.7
Btwn Windmill Dr and Zoo Dr	N	Jul-14	119	40	47.2
Btwn Windmill Dr and Zoo Dr	S	Jul-14	104	40	48.2
Btwn Hamilton Ave and Morrison St	E+W	Aug-15	228	40	50.1
Btwn Hamilton Ave and Morrison St	E	Aug-15	140	40	49.2
Btwn Hamilton Ave and Morrison St	W	Aug-15	147	40	50.9

Data from 2014/15 has been used as the current data during 2020 during the COVID-19 Pandemic is not considered accurate. The data shows that a change from a 50km/h to 40km/h zone did not alter driver behaviour with the 85<sup>th</sup> percentile in 40km/h locations approximately 50km/h or greater and within the 50km/h the 85<sup>th</sup> percentile was between 55 and 58 km/h.

**Conclusion**

Wendouree Parade is established as two speed zones of 50km/h and 40km/h and is devoid of isolated, short zones, consistent with recent Victorian Speed Limits Review. Existing signage of the current zones is clear and concise, with each intersection entry to Wendouree Parade along the eastern section signed as 40km/h in both directions.

Having undertaken a formal request from the relevant authorities and having considered these responses and analysis of the existing conditions, Council Officer's consider the current speed limits on Wendouree Parade are deemed appropriate, with 40km/h in high pedestrian activity areas/school zones and 50km/h in the balance, built-up/residential areas which was also supported by Victoria Police.

Officers suggest that an awareness and education campaign is a more suitable option highlighting that Council will begin new traffic data surveys to determine driver behavior given our existing data suggest that drivers drive approximately 5-10km above the speed limit regardless of the speed zone. Should the new data suggest no change to driver behavior a community consultation program should be conducted to determine if 40km/h is the desire of the greater community.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- *Local Government Act 2020*
- *Road Management Act 2004*
- *Road Safety Act 1986*

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	Yes	No
<b>Environmental/Sustainability</b>	Yes	Yes
<b>Economic</b>	Yes	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	Yes	Yes
<b>Evaluation and Review</b>	Yes	Yes

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** – It is considered that this proposal does not carry social or cultural implications.

**Environmental/Sustainability** – A campaign of driver education encouraging responsible driving and would contribute to a safer environment that encourages safer use of the road network by drivers, pedestrians, and cyclists alike.

**Economic** – Education through media and additional traffic data survey is not considered to carry any economic implications.

**Financial/Resources** – Community education and additional traffic survey data are capable of being funded through Council's existing Traffic and Transport financial budget program.

**Risk Management** – Community education may reduce traffic speed and may contribute to a reduction in the risk of increased incidence and severity of road accidents and would physically moderate speed and behavior, delivering safety benefits on the network.

**Implementation and Marketing** – A program of education made available on City of Ballarat's social media and to surrounding and adjoining community directly affected by the proposed changes.

**Evaluation and Review – Collection of further traffic survey data** collected on the various segments of Wendouree Parade is warranted.

### **CONSULTATION**

Officers suggest that prior to pursuing a 40km/h speed zone in entirety for Wendouree Parade that an awareness and education campaign be conducted highlighting that Council will begin new traffic data surveys to determine driver behavior given our existing data suggest that drivers drive approximately 5-10km above the speed limit regardless of the speed zone.

### **OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

### **REFERENCE DOCUMENTS**

- Nil

### **ATTACHMENTS**

Nil

### 10.3. NAMING OF THE BALLYMANUS CENTRAL PARK

**Division:** Development and Growth  
**Director:** Natalie Robertson  
**Author/Position:** Lily Garrod – Administration Officer Growth Areas  
Facilitation

#### OFFICER RECOMMENDATION

**Council resolves to:**

**Adopt the proposal to name the first central park in the Ballarat West Growth Area “Djila-tjarriu” (pronounced Jilla-ja-roo) meaning “place of play”.**

#### EXECUTIVE SUMMARY

This report proposes to name the first central park in the Ballarat West Growth Area “Djila-tjarriu” (Jilla-ja-roo) meaning “Place of Play”. This proposal to name the park reflects its history of traditional owners of the land, Wadawurrung, with the land preserved for people to come together to enjoy and appreciate it. The City of Ballarat has collaborated with Wadawurrung to receive language permission for the use of Djila-tjarriu.

The naming proposal has undergone a community and public consultation process conducted in accordance with the current Naming Rules for Places in Victoria (Naming Rules). The naming proposal received 13 formal submissions in favour and seven formal submissions against the naming proposal. The seven submissions against the proposal were about the inconsistencies with the estate theme, Irish/Anglo-Saxon historical links, and option to vote. The suggestions detailed in the objections received are not in accordance with the Naming Rules, Principle (I). The 13 submissions received in favour of the naming proposal supports the City of Ballarat’s indigenous heritage and the opportunity to understand the culture and language of the traditional owners.

#### RATIONALE

The Ballarat West Growth Area comprises two approved Precinct Structure Plans (PSPs)

- Alfredton West (Lucas) 2011; and
- Ballarat West 2012 (Amended 2016)

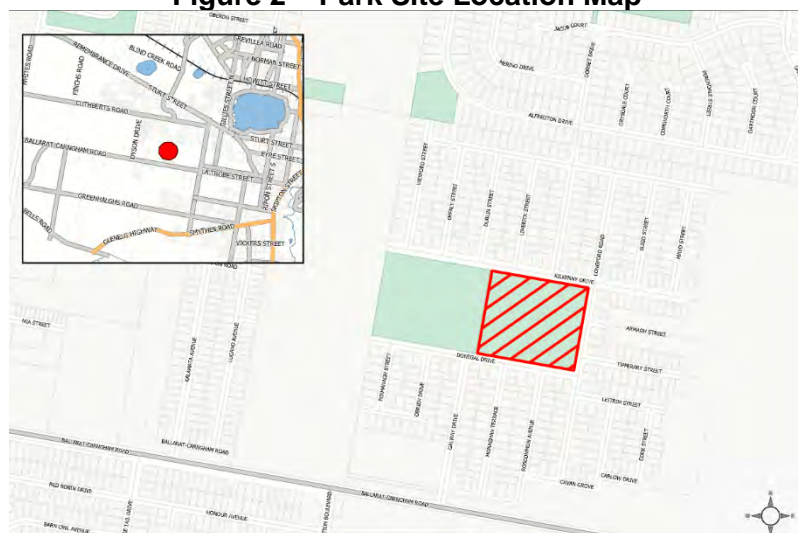
The PSPs approved provide direction for the future urban development in the Ballarat West Urban Growth Zone. The Precinct Structure Plan is a high-level master plan of the future communities including the use and development controls which apply in the Urban Growth Zone (UGZ) that is incorporated in the Ballarat Planning Scheme.

The Ballarat West Precinct Structure Plan (PSP) has land areas designated for active open space/recreation projects in each of its three sub-precincts, Bonshaw Creek, Greenhalghs Road and Ballarat-Carngham Road. The four-hectare central park located in Ballarat-Carngham Road sub-precinct was chosen as a priority project to be funded by the Ballarat West Development Contributions Plan (DCP) as the fastest growing community in this PSP. The DCP approved in 2014 is an accompanying document to the PSP which supports the provision of infrastructure for the communities such as drainage, roads, intersections, and recreational open spaces.

**Figure 1 – Aerial site context**



**Figure 2 – Park Site Location Map**



Construction of the park commenced in September 2019 with the Growth Areas Facilitation team initiating consultation with the City of Ballarat’s Aboriginal Liaison Officer and Wadawurrung to collaborate on a potential Aboriginal name for the park. Council is the naming authority for the naming of roads and features within the Municipality and the naming process is conducted in accordance with the *Geographic Place Names Act 1998*.

The proposed use of an Aboriginal name for the park is an action that is in keeping with the current Naming Rules, Principle (F) which states:

“The naming of new places and roads is largely generated by the rapid expansion of outer-metropolitan and regional residential developments. These developments provide opportunities for contemporary and historic Aboriginal naming themes to be adopted”.

In accordance with legislation, consultation has occurred with the traditional owners of the land, Wadawurrung, and further communicated by the City of Ballarat’s Aboriginal Liaison Officer through the Registered Aboriginal Party, (RAP). Aboriginal language is central to the culture of our Indigenous Australians who have an ancient connection to the land on which we

live. The City of Ballarat supports the use of Aboriginal names where possible; this is an action that is consistent with Council's Adopted Reconciliation Action Plan.

In following the *Geographic Place Names Act 1998*, name changes must undergo a period of public notice and consultation. Recently a process of consultation was undertaken to name the first central park in the Ballarat West Growth Area, Djila-tjarriu, in accordance with the guidelines.

### **Public Consultation**

A public consultation process conducted in accordance with the Naming Rules took place from Friday, 10 July 2020 until Sunday, 9 August 2020. A public notice which featured details of the proposal was published on the City of Ballarat website mySay section, a notice published in The Ballarat Times, and further advertised across the City of Ballarat's social media platforms. Additionally, residents within the Ballymanus Estate received written correspondence providing further details of the proposal and were invited to make a formal submission. This provided the community with comprehensive details and an invitation to make a submission either for or against the proposal.

The City of Ballarat received 20 submissions by the end of the consultation period. Seven submissions against the naming proposal were received arguing an inconsistency with the estate theme as Ballymanus Central Park or an Irish name was not considered; the Irish/Anglo-Saxon historic links; and no opportunity to vote or an avenue to further discuss the naming proposal. The City of Ballarat has reviewed the abovementioned submissions in accordance with the Naming Rules and have determined that the park cannot be named Ballymanus Park or align the name to a specific theme of a development due to Principle (I):

"For similar reasons to those outlined in Principle (H), naming authorities should not name places after commercial businesses, trade names, estate names (which are solely commercial in nature), not-for-profit organisations. Names of estates should not be applied to roads, features or localities to avoid possible future issues related to addressing. Names with historical connections to places are preferred."

Further, in line with previous indigenous naming proposals for parks located in the Ballarat West Growth Area, one name is proposed for comment. It is fitting that the central park located in the Ballymanus Estate is named to reflect its history of traditional owners with this land preserved for people to come together and appreciate it.

The City of Ballarat received 13 formal submissions in favour of the naming of the park supporting Ballarat's indigenous heritage and the opportunity to understand the culture and language of the traditional owners. In addition to this, Council received substantial support from the wider community in supporting the City of Ballarat's indigenous culture and heritage through media avenues such as, mySay and social media posts.

**Figure 3 - Djila-tjarriu Park, Ballymanus Estate prior to commencement**



**Figure 4 and 5 – The completed Djila-tjarriu Park, Ballymanus Estate**





**Conclusion**

The naming proposal has undergone a community and public consultation process conducted in accordance with the current Naming Rules for Places in Victoria (Naming Rules).

Naming proposals must pass through both local and state government processes. It is recommended that Council resolve to adopt the park name Djila-tjarri. Upon adoption, details of the proposal are then forwarded to the Office of Geographic Names for auditing and final approval. If approved by the Registrar of Victoria, the name is then gazetted and added to the Victorian Registry of Names and mapping database. Names are not final until the Gazette notice has appeared in the Victorian Government Gazette.

**LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS**

- *Charter of Human Rights and Responsibilities Act 2006*
- *City of Ballarat Council Plan 2017-2021*
- *City of Ballarat Place Names Policy 2013-2017*
- *Geographic Place Names Act 1998*
- *Naming Rules for Places in Victoria 2016*
- *Innovate Reconciliation Action Plan 2019 - 2021*
- *Aboriginal Heritage Act 2006*
- *Local Government Act 2020*

**REPORTING AND COMPLIANCE STATEMENTS**

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	Yes	Yes
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	Yes	No
<b>Evaluation and Review</b>	Yes	No



**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** – In the case of this feature naming there is an opportunity to recognise cultural heritage through appropriate Indigenous naming which is important within to the Indigenous and wider community.

**Environmental/Sustainability** – The naming of the park process is not considered to carry any Environmental/Sustainability implications.

**Economic** – The naming of the park process is not considered to carry any economic implications.

**Financial/Resources** – The DCP approved in 2014 supports the provision of infrastructure for communities such recreational open spaces and is funded through this process.

**Risk Management** – The proper naming and registration of roads, features or localities with the Office of Geographic Names enables it to be clearly identified so that a more precise location can be given to emergency services should an emergency arise.

**Implementation and Marketing** – The naming proposal has undergone a community and public consultation process conducted in accordance with the current Naming Rules for Places in Victoria (Naming Rules).

**Evaluation and Review** – Community submissions have been collated and reviewed as in consideration of the naming process.

## CONSULTATION

The City of Ballarat's consultation plan was targeted at the immediate residents of the Ballymanus Estate through written communication and an invitation to submit a formal submission. The naming proposal and invite for formal submission was then further communicated to the broader community through the City of Ballarat's website mySay section, published in The Ballarat Times and through the City of Ballarat's social media platforms.

The consultation period was conducted from Friday, 10 July 2020 until Sunday, 9 August 2020.

## OFFICERS DECLARATIONS OF INTEREST

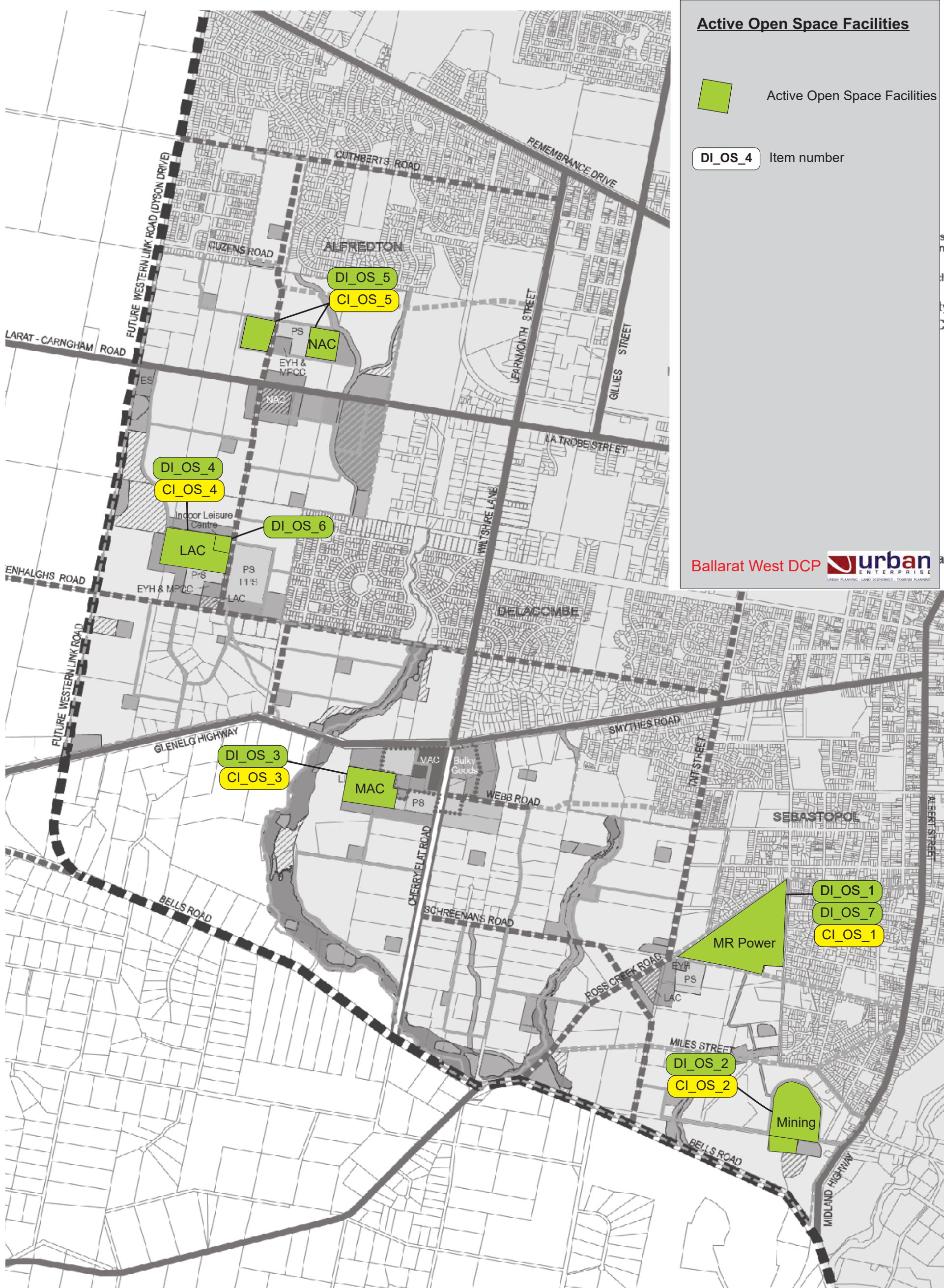
Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

## REFERENCE DOCUMENTS

- Ballarat West Precinct Structure Plan 2012 (amended 2016)
- Ballarat West Development Contributions Plan 2014 (amended 2017)

## ATTACHMENTS

1. Ballarat West DCP Active Open Space Construction Projects [10.3.1 - 1 page]
2. City of Ballarat Language Permission (003) [10.3.2 - 1 page]
3. GNV In Principle Support Document [10.3.3 - 10 pages]





**Wathaurung  
Aboriginal  
Corporation**

ICN 3330  
trading as Wadawurrung  
ABN 11 312 302 330

*23<sup>rd</sup> April 2020*

*City of Ballarat  
PO Box 655  
BALLARAT VIC 3353*

*On Behalf of Wadawurrung Traditional Owners, I give permission for the  
use of Language Names for*

*djila-tjarriu – Place of Play*

*If you wish to use the words outside of the above limitations, you will need  
to seek a further consultation for permission.*

*Corrina Eccles*

*Manager Cultural Education*

99 Mair Street East  
BALLARAT VIC 3350

P: 03 4308 0420  
F: 03 4308 0421  
[www.wathcorp.com.au](http://www.wathcorp.com.au)

**From:** [Linda Skewes](#)  
**To:** [Ballarat West](#)  
**Cc:** [Donna Johnston](#); [Darren Sadler](#)  
**Subject:** FW: SRQ0156098 - GNV In Principal Support Request  
**Date:** Friday, 5 June 2020 9:43:45 AM  
**Attachments:** [Appendix C Checklist Ballymanus Djila-tjarriu.pdf](#)

---

Hi Lily,

In-Principal support approved..

Think we need a Council Report for Council recommendation and then Community Consultation stage?

I have attached a checklist for your reference..

Cheers

**Linda Skewes** | Property Officer - Monday, Tuesday and Friday

**City of Ballarat** | PO Box 655, Ballarat VIC 3353  
**P:** (03) 5320 5540 | **M:** 0428 330 376 | [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au)



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*The City of Ballarat acknowledges the Traditional Custodians of the land we live and work on, the Wadawurrung and Dja Dja Wurrung People, and recognises their continuing connection to the land and waterways. We pay our respects to their Elders past, present and emerging and extend this to all Aboriginal and Torres Strait Islander People*

**Please consider the environment before printing this email.**

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**From:** Geographic Names Victoria <[geo.names@delwp.vic.gov.au](mailto:geo.names@delwp.vic.gov.au)>  
**Sent:** Thursday, 4 June 2020 10:09 PM  
**To:** Linda Skewes <[lindaskewes@ballarat.vic.gov.au](mailto:lindaskewes@ballarat.vic.gov.au)>  
**Subject:** SRQ0156098 - GNV In Principal Support Request

Good afternoon Linda

Firstly, apologies for the delayed response.

I can confirm that the Registrar of Geographic Names supports "in-principle" the proposed name - Djila-tjarriu.

Please proceed with the naming process following the *Naming rules for places in Victoria 2016*.

Regards

Margaret Marangos  
Audit Officer

**Geographic Names Victoria**

**Land Use Victoria | Department of Environment, Land, Water and Planning**

[geo.names@delwp.vic.gov.au](mailto:geo.names@delwp.vic.gov.au)

03 91940282

Ref:MSG1692240

## APPENDIX C Checklists

The checklists in this document should be used to ensure you have complied with:

- principles listed in [Section 2](#)
- relevant statutory requirements (as required) under [Section 3](#), [Section 4](#) and [Section 5](#)
- processes required for naming or renaming a road, feature or locality.

A copy of the completed checklist may be submitted with your naming proposal to OGN

Refer to [Section 11 Lodging a proposal with OGN](#) for further information about how to submit a proposal for the Registrar’s consideration.

### Are you seeking:

- The Registrar’s endorsement of the proposed name or shortlisted names?
- Assistance from a Geographic Place Names Advisory Committee to make a final determination on a proposed name?

### Is your naming proposal related to a:

- Road? – complete sections 1, 2, 5, 6, 7, 8, 9 (of this checklist)
- Feature? – complete sections 1, 3, 5, 6, 7, 8, 9 (of this checklist)
- Locality? – complete sections 1, 4, 5, 6, 7, 8, 9 (of this checklist)

### 1. General Questions

	Yes	No	Not applicable
If proposing a new name or to change a name, does the proposal conform to the principles in Section 2?			
Principle (A) Recognising the public interest	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (B) Ensuring public safety	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (C) Linking the name to the place	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (D) Ensuring names are not duplicated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (E) Names must not be discriminatory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (F) Recognition and use of Aboriginal languages in naming	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (G) Dual names	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (H) Using commemorative names	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (I) Using commercial and business names	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (J) Language	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Principle (K) Directional names to be avoided	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX C

Principle (L) Assigning extent to a road, feature or locality

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1. General Questions continued			
	Yes	No	Not applicable
If the naming proposal originally came from a member of the public, does it include sufficient information on why the name would be appropriate?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
If you are a State Government department or authority, have you checked with OGN to see if there are specific guidelines for your department? If there are no specific guidelines for your department, you should follow the principles and requirements of these naming rules.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Roads			
	Yes	No	Not applicable
Have you referred to the <i>Roads Management Act 2004</i> and the <i>Local Government Act 1989</i> to determine if your organisation is the coordinating road authority for the road(s) in question? Refer to <a href="#">Section 3.4</a> for more information.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
If there is more than one coordinating road authority, are you preparing this proposal as a collaborative project?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Does the proposal conform with the statutory requirements in <a href="#">Section 3.2 Statutory requirements that apply to roads</a> . If not, contact OGN for advice about how to make the proposal compliant.			
3.2.1 Rural and Urban Addressing	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3.2.2 Extent: road course, start and end points Does the road have clear start and end points?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3.2.3 Road types Does the road name use an acceptable road type?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3.2.4 Unacceptable road names Have you checked the list of unacceptable road names? E.g. 'the' or 'and' is unacceptable, as are numbers, hyphens, directions or destinations	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3.2.5 Obstructed or altered roads	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
If a delegation of authority has been used, have details of the relevant officer been officially provided to OGN?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Roads located in residential or commercial subdivisions			
Are you aware that the road naming authority may not be the coordinating road authority; therefore, it is not responsible or liable for maintenance or other management of the road? Refer to <a href="#">Section 3.7</a> .	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Has a report on the naming proposal been discussed and signed off by the council prior to lodgement of the plans for certification?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>



If the naming or renaming proposal is being lodged after the plan of subdivision has been certified, please ensure the appropriate documentation is attached to the proposal. Refer to [Section 9](#).

2. Roads continued			
	Yes	No	Not applicable
<b>Private Roads located on private property</b>			
Are you aware that the road naming authority may not be the coordinating road authority; therefore, it is not responsible or liable for maintenance or other management of the road? Refer to <a href="#">Section 3.9.3</a> .	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Has/have the private road/roads already been constructed?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
If so, is/are the road name/s already in use by the immediate community?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Does Australia Post deliver mail to the general facility or individual sites within the complex? Contact should be made with Australia Post to discuss mail delivery options for the property.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
<a href="#">Continue to Section 5</a>			
3. Features			
	Yes	No	Not applicable
Is the feature of greater than local significance (e.g. located in more than two municipalities, in a tourist precinct or major waterway)? If so, a Geographic Place Names Advisory Committee may need to be convened. Refer to <a href="#">Principle (C)</a> and <a href="#">Section 4</a> .	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Does the proposal conform to the statutory requirements in <a href="#">Section 4.2</a> ? If not, contact OGN for advice about how to make the proposal compliant.			
4.2.1 Feature type Is the feature type preceding the feature's name (e.g. Waterlands <b>Park</b> )? Refer to <a href="#">Section 4.2.1</a> .	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4.2.2 Waterways If the feature is a waterway, has the extent been determined?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4.2.3 Locational name If using a location-based name, is it the name of the locality rather than the name of the neighbourhood, estate or subdivision?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4.2.4 Base names	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Is the feature privately owned or administered and subject to a naming sponsorship contract? If so, a base name should be assigned.

3. Features continued			
	Yes	No	Not applicable
<b>Aboriginal names for features</b> Refer to <a href="#">Section 4.9</a> .			
What type of proposal is being considered:			
<input checked="" type="checkbox"/>	Addition of an Aboriginal name as Registered or Dual?		
<input type="checkbox"/>	Addition of an Aboriginal name as Traditional or Historical?		
If recording an Aboriginal name, does the feature already have an officially registered name or an unrecorded and/or unregistered name? If yes, the Aboriginal name may be considered as a Dual name. Refer to <a href="#">Principle G</a> .	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
When recording the Aboriginal name as Registered or Dual, are you aware that the name will be recognised as the official name in use for the feature?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
The name will appear on regular maps for the area.			
When recording the Aboriginal name as Traditional or Historical, are you aware that the name will be recognised on regular maps?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
The name can be located by researchers and be used on specialised maps.			
Are you aware that all names, regardless of status, will be held in VICNAMES? Refer to <a href="#">Section 4.9</a> .	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has the Aboriginal name been verified by the area's Traditional Owner group(s), and is there written evidence of this verification? Refer to <a href="#">Section 7.3</a> .	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

[Continue to Section 5](#)

4. Localities			
	Yes	No	Not applicable
Does the proposal conform to the statutory requirements in <a href="#">Section 5.2</a> ? If not, contact OGN for advice about how to make the proposal compliant			
5.2.1 Boundaries Have you checked the proposal against the requirements and explanatory boundary map diagrams in <a href="#">Section 5.2.1</a> ?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
5.2.2 Estate and subdivision names Have you checked that the name is not an estate or linked to a subdivision name? Refer to <a href="#">Section 5.2.2</a> .	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
5.2.3 Size	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Have you checked that the size is appropriate? Refer to [Section 5.2.4](#).

5.2.4 Hyphens	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
The name must not contain hyphens. Refer to <a href="#">Section 5.2.5</a> .			

**4. Localities continued**

	Yes	No	Not applicable
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5.2.5 Local government area boundary review	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Have you checked that, if the locality boundary extends across municipal boundaries, the boundaries have been reviewed with the intention of aligning with the municipal boundaries? Refer to <a href="#">Section 5.2.6</a> .			

5.2.6 Locality names unique within Australia	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Have you checked that the names are unique and not repeated elsewhere in Australia, or sought advice from OGN? Refer to <a href="#">Section 5.2.7</a> .			

Does the locality cover more than one municipal area, or is it part of a State Government project?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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Does the proposal include a detailed map of the existing and proposed boundaries?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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If relevant, has consideration been given to naming the locality after a local historical figure or event?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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If the new locality relates to a major land redevelopment project, has a public naming competition been considered?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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**5. Consultation**

If the proposal affects addresses, have residents, ratepayers and businesses been consulted? Refer to <a href="#">Section 7</a> .	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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If the proposed name is from an Aboriginal language, has/have the relevant Traditional Owner group(s) been consulted and given their approval? Refer to <a href="#">Principle (F)</a> and <a href="#">Section 7.4</a> .	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
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If the naming proposal comes from a council and relates to the local area, has it been discussed with relevant interest groups such as historical societies and community groups?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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If the naming proposal is being developed in-house by a State Government department or authority, have relevant interest groups been consulted?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
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If the naming proposal is being developed through a public competition, have you referred to the information contained in <a href="#">Section 7</a> ?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
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6. Lodging, considering and addressing objections and submissions			
Have the concerns or objections raised by residents, ratepayers and businesses been addressed? Refer to <a href="#">Section 8</a> .	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If the majority of immediate community members have opposed the proposal but there is an underlying service provision need to change the name or adjust the extent, do you require the assistance of OGN and emergency response or other service providers? If so, contact OGN for advice.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If a delegation of authority has been used, have details of the relevant officer, been officially provided to OGN?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Notification of a naming decision			
	Yes	No	Not applicable
Has consideration been given to whom the naming authority should notify if the naming proposal is endorsed by the Registrar? Refer to <a href="#">Section 13</a> .	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Signage and recording historical information			
Has consideration been given to signage, if the naming proposal is endorsed by the Registrar? Refer to <a href="#">Section 13.3</a> .	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has consideration been given to recording historical information in VICNAMES if the naming proposal is endorsed by the Registrar? Refer to <a href="#">Section 13.4</a> .	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Naming proposal documentation			
Has the naming authority prepared a report on the proposal, to help determine compliance? Refer to <a href="#">Section 9</a> . Any report should include the following:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<ul style="list-style-type: none"> <li>information about how the proposal conforms with principles in <a href="#">Section 2</a> and statutory requirements in relevant sections</li> <li>discussion of and response to any objections/comments received during the consultation period(s).</li> </ul>			
Has the naming authority's decision to accept or reject the proposal been formally recorded? This may involve councillors', relevant Ministerial or CEO's approval (if delegation of authority used). Refer to <a href="#">Section 9</a> .	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Are the following pieces of information attached to the naming proposal being lodged, using the online Notification for Editing Service (NES)?			
Details of the existing name	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Background of the proposed name and why it was selected. If the proposed name is traditional or	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

APPENDIX C

historical, include Aboriginal language and, if possible, cultural heritage information.			
Details of why a renaming is proposed (if relevant)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Details of a features location (including, if possible, the address and access points for emergency response).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Details of the consultation process:			
A statement from naming authority about how they reached their decision to consult immediate and/or extended community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
An analysis of the consultation’s outcomes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How any objections were considered and what responses where provided to the objectors.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Confirmation that the name conforms to the principles and statutory requirements of <a href="#">Section 2</a> and either <a href="#">Section 3, 4</a> or <a href="#">5</a> of these naming rules.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Confirmation that the proposal has been accepted by the naming authority or is being submitted by a delegated officer.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

9. Naming proposal documentation continued	10.	11.	12.
	Yes	No	Not applicable
The following information (where relevant):			
A copy of consent from relevant Traditional Owner group(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If undertaken, details of consultation with emergency response and public service providers (if NES was used for consultation, this evidence is automatically attached to the submission to OGN)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Copies of notice, letter, survey or voting poll material	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
De-identified (i.e. personal details removed) objections received from the public	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Copies of letters sent to objectors, indicating their ability to lodge an appeal to the Registrar (as provided in <a href="#">Section 8.5</a> )	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
A copy of council minutes indicating acceptance of the proposal, or that council staff have delegated authority.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

#### 10.4. COUNCIL PLAN QUARTERLY REPORT

**Division:** Corporate Services  
**Director:** Sean Portelli  
**Author/Position:** Jennifer Brophy – Business Support Officer Innovation & Organisational Improvement

#### OFFICER RECOMMENDATION

**Council resolves to:**

**Note the progress report for the Council Plan 2017-2021.**

#### EXECUTIVE SUMMARY

The purpose of this report is to present the progress update of Council's performance against the Council Plan 2017-2021. The period reported is from April 2020 to June 2020 (Quarter 4).

The three-month performance report, provided as an attachment, offers a summary of the progress against the four Council Plan goals; liveability, prosperity, sustainability and accountability.

The intent of this report is to give Councillors and the community the confidence that Council is on track to meet its published commitments.

Highlights from this progress report include:

- Participation in the Intercultural Cities program – The City of Ballarat has been a member of the Intercultural Cities Program since 2016. During this time, we have developed an Intercultural Strategy and developed an Australasian Chapter of Intercultural Cities in partnership with the Council of Europe. All of our programs and projects align with our intercultural principles outlined in the strategy.
- Implement the Ballarat Economic Program to facilitate investment and Ballarat jobs – This has been a four-year program and highlights have included: Ballarat West Employment Zone, Gov Hub, Creative Cities Strategy and strong growth across employment and economic output.
- Developing and implementing a Bakery Hill Master Plan and renewing key sites – The Bakery Hill Master Plan has been completed and adopted by Council, and progress has been made in planning for renewal of key sites. The business case is underway, and staff have been secured to facilitate the redevelopment.

#### RATIONALE

In accordance with Section 125 of the *Local Government Act 1989*, Council developed and adopted a four-year Council Plan on 28 June 2017.

The plan is a strategic document outlining what the City of Ballarat will do to help achieve Council's and the community's vision for Ballarat as a proud city that is bold, vibrant and thriving.

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The plan describes Council's priorities and outcomes for its four-year term and how these will be resourced. It will also help reinforce Ballarat's position as the capital of Western Victoria over coming decades.

The plan has been divided into four goals:

- **Liveability:** Improve the quality of life for our community;
- **Prosperity:** Advance our economic position as the capital of Western Victoria;
- **Sustainability:** Protect, maintain and enhance our built and natural assets; and
- **Accountability:** Provide strong and decisive leadership, and transparent governance.

This report provides the fourth update for the financial year 2019-20 in relation to the actions taken and progress made to achieve these goals and strategic objectives.

Regular reporting to Councillors and the community is a key principle of transparency and good governance. This report will be provided to Council on a quarterly basis and published online for the community to access.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006;*
- *Local Government Act 1989;* and
- City of Ballarat Council Plan 2017-2021.

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	Yes	Yes
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** – The report is provided and made available to the community to increase awareness of the activities of Council, provide a mechanism for transparency and could increase community involvement in decision making at Council level.

**Financial/Resources** – This report contains no financial implications, however many of the initiatives contained within the Council Plan requires Council to allocate funds in its 2020/21 budget to implement the Council Plan.

**Risk Management** – Council is required to be compliant with the *Local Government Act 1989* regarding the Council Plan and annual reporting. This quarterly report supports that compliance.

## **OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

## **REFERENCE DOCUMENTS**

Nil

## **ATTACHMENTS**

1. Council Plan - Report Q 4 19 20 [**10.4.1** - 17 pages]





CITY OF BALLARAT  
**COUNCIL PLAN**  
Progress Report, Quarter 4 2019-20





## WHAT IS THE COUNCIL PLAN?

The Council Plan is a strategic document outlining what the City of Ballarat will do to achieve Council's and the community's vision of Ballarat as a proud, bold, vibrant and thriving city. The 2017–2021 plan describes Council's priorities and outcomes for its four-year term, and how these will be resourced.

The Council Plan is underpinned by the Today Tomorrow Together: The Ballarat Strategy, which is a plan for our city until 2040 that outlines the community's vision of a greener, more vibrant and connected Ballarat. The Council Plan is an important document that drives everything the City of Ballarat does over a four-year period.

It sets the vision, priorities and outcomes for Council's term and lists how progress will be measured. The plan guides Council's annual budget, which determines the projects, services, events and other initiatives that will be funded and delivered in the next financial year. Each year, the community has opportunities to have its say on Council's proposed funding.

Council is held accountable for its progress on the Council Plan's outcomes through the City of Ballarat's Annual Report. Council's delivery of the Council Plan ultimately contributes to the community's vision, highlighted in the Ballarat Strategy.

## HOW WE WILL TRACK AND MEASURE OUR PROGRESS

Each of the Council Plan goals has a number of measures that will track Council's progress. Council will also report on its progress in completing the four-year priorities.

The measures included in this plan show the most up-to-date information available to Council. It should be noted that many data sets are only updated on a two, three or four yearly cycle. In many cases comparative data does not yet exist.

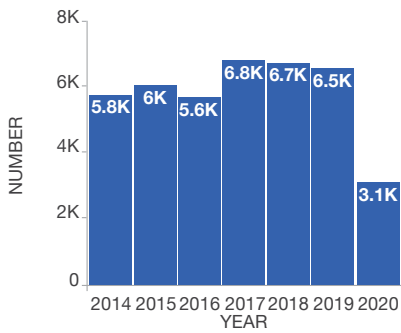
## WHAT WE PLAN TO ACHIEVE

### GOAL: LIVEABILITY

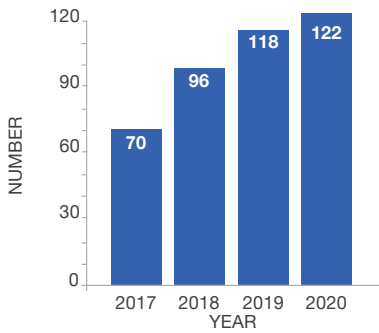
#### Improve our community's quality of life

*We will provide inclusive and accessible public spaces; quality services; and opportunities for our community to participate, feel safe and be active and healthy.*

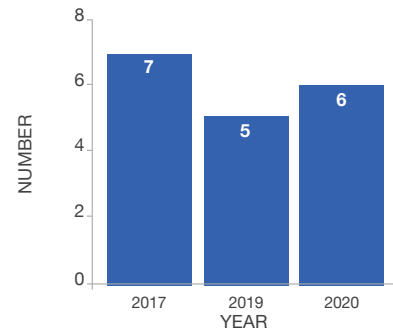
**Number of people participating in Active April**










**Number of local organisations which are members of CoRE (Communities of Respect and Equality)**








**Number of local schools and workplaces registered for the Achievement Program and working towards benchmarks for improved mental health**









### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Strengthen our city by making Ballarat a people and all-age friendly city via improved access, participation, inclusion and respect-based projects and programs	Improved access, participation, inclusion and respect-based projects and programs conducted	In progress 	Council's Disability Advisory Committee met on 26 June and discussed progress made on the following projects: the North Gardens adult changing places accessible toilets, Ballarat Specialist School car parking, hospital precinct and Armstrong Street South accessibility, MARS Stadium, the Pedal Power Program and the new MR Power Park inclusive play space in Sebastopol.
Increase community participation through the Social Infrastructure Program implementation, including Miners Rest Community and Sports Facility projects	Miners Rest Community and Sports Facility project complete	In progress 	Planning work is progressing on the Miners Rest Community and Sports Facility.
Use community partnerships to create healthy and safe community places, and open passive recreation spaces, including a district level park and inclusive play space at MR Power Park in Sebastopol	A district level park and inclusive play space at MR Power Park in Sebastopol complete	In progress 	Works on the MR Power Park play space have progressed well. The space's key elements have been established. It is anticipated, subject to weather conditions, the play space will be completed by the end of August.
Use community partnerships to create healthy and safe community places, and open passive recreation spaces, including a Wendouree Recreation Reserve Health and Wellbeing Precinct	A Wendouree Recreation Reserve Health and Wellbeing Precinct complete	In progress 	A funding agreement with the Victorian Government for the \$7 million Wendouree Recreation Reserve election commitment was signed in June. The Strengthening Wendouree Project Community Reference Group met on 30 June and adopted a formal Terms of Reference and a two year timeline schedule for project delivery.
Develop our senior residents' social capacity by working with internal and external partners to ensure infrastructure accessibility at all places and spaces	Infrastructure accessibility at all places and spaces	In progress 	Progress remains static due to COVID-19's impact.
Develop a learning city by delivering targeted programs and projects, including Intercultural Cities Program participation	Direct participation in the Intercultural Cities Program through learning programs and targeted projects	Complete 	Council has been a member of the Intercultural Cities Program since 2016. During this time we have developed an Intercultural Strategy and developed an Australasian Intercultural Cities chapter in partnership with the Council of Europe. All of our programs and projects align with our strategy's intercultural principles.
Develop a learning city by delivering targeted programs and projects, including Youth Entrepreneur programs	Youth Entrepreneur programs developed and delivered	In progress 	<ul style="list-style-type: none"> <li>• New youth-led social enterprise initiative 'Friends of Percy' established to raise ongoing funds for bushfire relief efforts</li> <li>• One market stall held in February</li> <li>• Young Creatives in Business program in partnership with Council's Skill Up launched on 5 March</li> <li>• First workshop delivered by Craft Victoria on 5 March on taking professional images of artwork with a phone and free apps, 15 youth participants.</li> </ul>

## What we have done




FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Develop a learning city by delivering targeted programs and projects, including Youth Entrepreneur programs	Youth Entrepreneur programs developed and delivered	In progress 	Delivered two 'Young Creatives in Business Program' online workshops in partnership with Skill Up! Crowdfunding with Pozible with 13 participants. Money Matters on Business Set Up Basics with 11 participants. Delivery of Fully Sick Online Music and Art Festival providing online performance and workshop facilitation opportunities to the arts industry impacted by COVID-19. Streaming 13 live music events, featuring 16 individual musicians; 18 youth facilitated online workshops were also delivered. Pathways developed for 17 new youth facilitators to support peer to peer program delivery. The second 'SONIKA Records' program launched with 14 bands/acts and 23 young musicians registered to participate in music sector training, development and promotions to kickstart their careers as freelance musicians and bands.
Create a new Municipal Health and Wellbeing Plan and implement key actions, including developing a regional health charter in partnership with other local LGAs	Regional health charter developed	In progress 	Working collaboratively with CHPCP and other local agencies on a regional Healthy Eating Charter, which supports local health and wellbeing organisations to implement the Healthy Choices guidelines in their organisations to support staff and community.
Create a new Municipal Health and Wellbeing Plan and implement key actions, including implementing a Council Food Policy	Food Policy implemented	In progress 	Continue to support the Compost Revolution program which makes composting products available to the community at reduced price to help reduce organic waste entering landfill. Support local agencies with collection and delivery of emergency food relief during COVID-19 restrictions and support development of an emergency food relief pantry for tertiary students.
Increase participation across all genders and sporting codes by continuing investment in the city's recreational assets such as the Wendouree West Recreation Reserve Master Plan, including Forest Rangers Soccer Club soccer pitch and lighting upgrade	Wendouree West Recreation Reserve Master Plan, including Forest Rangers Soccer Club soccer pitch and lighting upgrade project, complete	In progress 	Council executed a funding agreement with the Victorian Government for \$7 million in June. The first stage of works will be the construction of three new Wendouree West Reserve soccer pitches and lighting. The funding agreement also stipulates the following project elements: a new sports and community pavilion, men's shed and re-cranked youth shed, street zone soccer and BMX facilities.
Plan for future growth including: delivering sport and active living outcomes in Ballarat West	Delivering a sport and active living plan for Ballarat's growth in the West	In progress 	Council executed a funding agreement with the Victorian Government of \$3.7 million in June to support major Alfredton Recreation Reserve redevelopments. Council will also invest \$1 million in this redevelopment project. In accordance with the funding agreement construction contracts for the pavilion upgrade and the new cricket nets will need to be awarded by 31 March. The sports that will benefit from this project include football, netball, lawn bowls and cricket.

### What we have done




FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Plan for future Ballarat West growth including delivering sport and active living outcomes	Delivering a sport and active living plan for Ballarat West growth	In progress 	Council executed a funding agreement with the Victorian Government of \$3.7 million in June to support major Alfredton Recreation Reserve redevelopments. Council will also invest \$1 million in this redevelopment project. In accordance with the funding agreement construction contracts for the pavilion upgrade and the new cricket nets will need to be awarded by 31 March. The sports that will benefit from this project include football, netball, lawn bowls and cricket.
Plan for sport participation over coming decades by reviewing the Ballarat Regional Tennis Strategy	Ballarat Regional Tennis Strategy reviewed	In planning 	Detailed plans have been developed for a Ballarat Regional Tennis Facility upgrade. During June, a funding application was lodged through the SRV COVID-19 stimulus program for \$1.6 million. If successful, the first two stages of the facility upgrade will begin including hot shot courts and new LED lighting.
Plan for sport participation over coming decades by reviewing the Ballarat Criterion Cycling Project	Ballarat Criterion Cycling Project reviewed	In planning 	Through a collaboration with Ballarat's cycling clubs and Cycling Victoria, Council has been working with Latrobe University in designing a purpose built criterium track and road safety education facility. Initially Victoria Park was identified as the preferred location, but more recent consideration has been to locate it within Sebastopol's Marty Busch Reserve. Designs will soon be considered further by all stakeholders.
Provide positive leadership to promote Ballarat as a Child Friendly City, with a commitment to seek childrens' input in the decisions that will impact them as future citizens	Opportunities created for children to participate in decision-making	In progress 	Children will be involved with strategic planning consultations in the final quarter of this year.
Provide positive leadership to promote Ballarat as a Child Friendly City, and provide high quality information to assist families to access local community services and support	Information provided to assist families to access local community services and support	In progress 	The Parent Place Facebook page offers a 'one stop shop' to support families with parenting advice and information including kindergarten, playgroups, lactation consultant services, family law advice, family violence support, parenting education and relevant local services.
Follow a primary prevention approach to prevent violence against women and children as outlined in the Communities of Respect and Equality 2016–2020 plan, of which Council is a signatory	Primary prevention approach to prevent violence against women and children followed	In progress 	Continued focus on achieving the goals of the Gender Equity Plan.

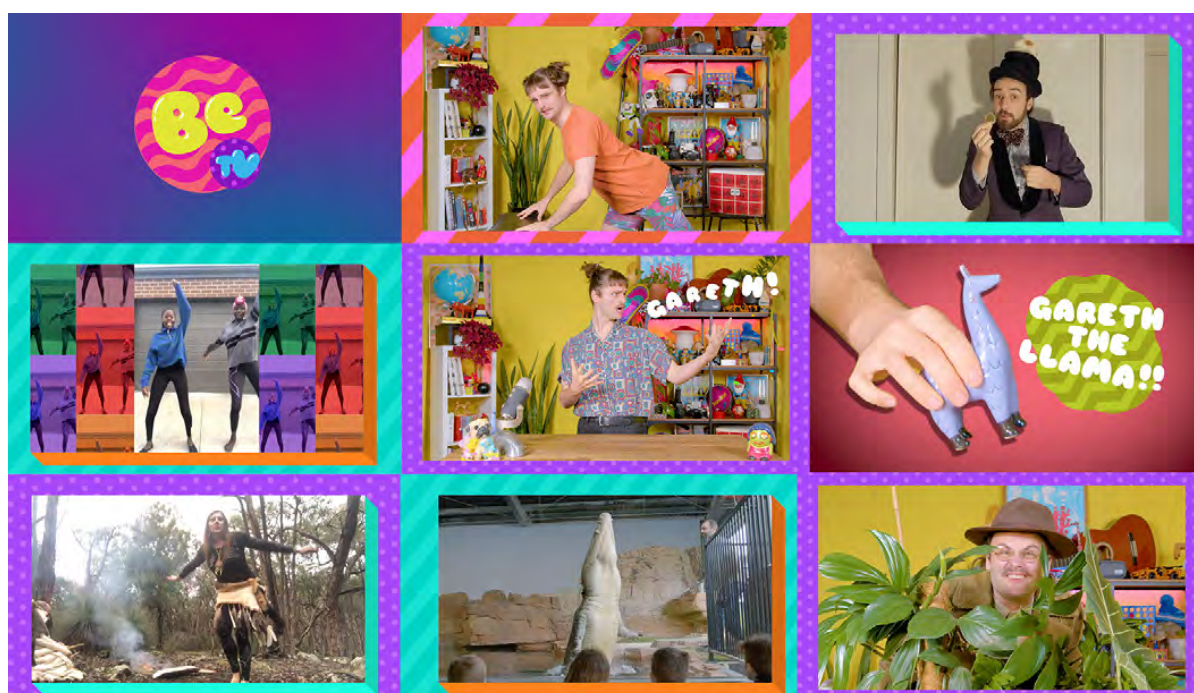


### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
<p>Develop our youths' capacity through a Positive Youth Development model by providing effective learning and development approaches to achieve successful outcomes for young people</p>	<p>Learning and development programs delivered</p>	<p>In progress</p> 	<p>Continuation of programs and engagement via online platforms during COVID-19 restrictions including:</p> <ul style="list-style-type: none"> <li>• Engagement of 50 youth volunteers, twice weekly</li> <li>• Youth Facilitator Program personal development and training sessions</li> <li>• Girl Space and Young Men's programs</li> <li>• 10 workshops have been entirely youth led with unique engagement of 82 youth</li> <li>• Youth Council training opportunities of Aboriginal Cultural Awareness Training and Cultural Awareness Training</li> <li>• Delivery of 3 x 'Crazy Ideas College' workshops to Youth Council to support planning of Community Impact Projects.</li> <li>• Participation of Youth Council in Youth Consultative meetings on Emergency recovery responses from COVID-19 and Active Women's and Girls Strategy actions post COVID-19</li> <li>• SONIKA volunteers participated in training and development around online events</li> <li>• SONIKA volunteers led the delivery of Fully Sick online festival</li> <li>• Youth-led online Youth Awards launch which had a reach of 8,600 and 2,804 views.</li> </ul>
<p>Develop youth capacity through a positive youth development model by providing leadership and decision making practices</p>	<p>Young people involved in leadership and decision making practices</p>	<p>In progress</p> 	<p>Various youth committees and programs involve the leadership of young people who are active in decision making in program and event planning and delivery.</p>
<p>Develop the capacity of our youth through a Positive Youth Development model by providing volunteering opportunities to engage young people to learn and contribute to our community</p>	<p>Youth volunteering opportunities provided</p>	<p>In progress</p> 	<p>Ongoing delivery of volunteer programs, Youth Council and FReeZA Program, where young people are at the centre of decision making and planning of their initiatives:</p> <ul style="list-style-type: none"> <li>• Youth Council volunteers engage in weekly online meetings and volunteer additional time outside of meetings to plan for their community impact projects including online Art Exhibition on Gender Inequality, Podcast on Discrimination and online Q &amp; A with Environmental experts</li> <li>• 50 Fully Sick at home packs planned and organised by SONIKA volunteers</li> <li>• Youth Council planning 2020 Youth Awards as part of their Youth Ambassador Role, promoting nominations and seeking engagement with launch and ceremony</li> <li>• SONIKA volunteers continue meeting weekly, online, with volunteers actively involved in seven initiatives.</li> <li>• SONIKA's Fully Sick Festival has provided 25 online events where volunteers have attended and assisted virtually as volunteers in a variety of capacities.</li> </ul>

### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Develop our youths' capacity through a Positive Youth Development model by providing partnerships and social networks that connect youth to community planning, programs and initiatives	Involvement of young people in planning, programs and initiatives	In progress 	<ul style="list-style-type: none"> <li>• Delivery of Girl Space and Young Men's Group in virtual space fortnightly</li> <li>• Young Creatives in Business program in partnership with CoB Skill Up and Regional Arts Victoria delivering monthly online workshops for young creatives</li> <li>• 'Keeping Youth in the Loop' online platform and cross agency network established in response to COVID-19</li> <li>• Fully Sick has provided opportunities for SONIKA to form partnerships with UMM Facilitators programs, Youth Council, COB Events team and community arts and cultural team with sharing of collateral across multiple events.</li> <li>• Two IDAHOBIT events were delivered online in collaboration with Headspace Ballarat and City of Ballarat Libraries.</li> </ul>
Develop our youths' capacity through a Positive Youth Development model by providing ethical promotion of youth through positive images, role models and stories about young people to the community	Promotional activities of youth conducted	In progress 	Positive promotion and coverage of youth led initiatives, programs and events in local media and other online platforms including the Ballarat Times, ABC Ballarat, The Courier, BeTV, Once Upon a Lockdown podcast series, Creative Ballarat website, live streams, FReeZA statewide network summit, YACVic, Keeping Youth in the Loop linktr.ee page and various artworks.
An increase in consultation with children	Attendance by children in consultation events or programs	Complete 	Children were consulted about why adults should listen to children and this was included in the BeTV YouTube series.





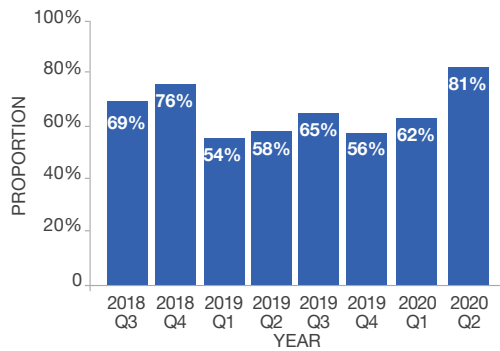
## WHAT WE PLAN TO ACHIEVE

### GOAL: PROSPERITY

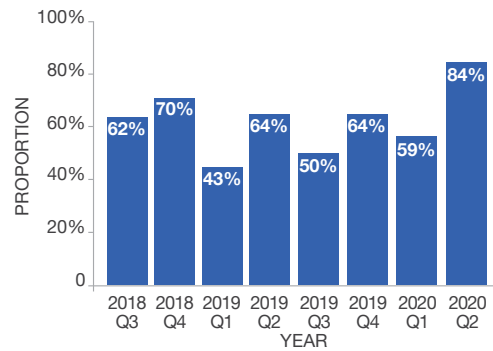
#### Advance our economic position as the capital of Western Victoria

*We will deliver activities and projects worthy of our position as the capital of Western Victoria; we will capitalise on this leadership to drive jobs and investment across the region.*

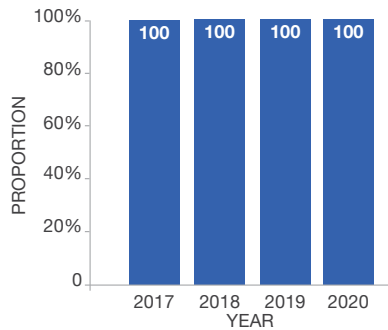
**Percentage of planning permit applications decided within 60 calendar days.**



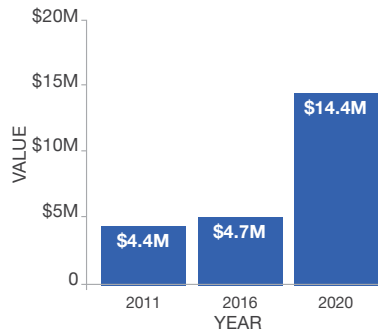
**Percentage of Vicsmart planning permit applications decided within 10 business days.**











**Percentage of programmed major and community events delivered**



**The Gross Regional Product is the market value of all goods and services produced in a region**









### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Implement the Ballarat Economic Program to facilitate investment and Ballarat jobs	Ballarat Economic Program implemented	Complete 	Four year program. Highlights include the Ballarat West Employment Zone, Gov Hub, the Creative Cities Strategy and strong growth across employment and economic sectors.
Generate CBD jobs by developing and implementing a Bakery Hill Master Plan and renewing key sites	Council adoption of Bakery Hill Master Plan and progress towards renewing key sites	Complete 	The Bakery Hill and Bridge Mall Master Plan has been adopted by Council, and significant planning progress for key site renewal is underway. A business case is underway and staff secured to facilitate the redevelopment.
Complete Miners Rest, Buninyong and Warrenheip township plans	Township plan for Buninyong complete	In progress 	Background work, site analysis and the first consultation stage has been completed. Further work is being undertaken on the city-wide residential neighbourhood character and environmental controls through the Living Corridors Action Plan and then the draft Township Plan will be prepared.
Complete Miners Rest, Buninyong and Warrenheip township plans	Township plan for Warrenheip complete	In progress 	Warrenheip Township Plan is being considered through the Growth Areas Investigation Report and Compact City Housing Plan currently underway.
Advance major projects, including Ballarat Freight Hub	Ballarat Freight Hub advanced	In progress 	Funding confirmed. Request for proposal currently out to market.
Advance major projects, including Ballarat Innovation Centre	Ballarat Innovation Centre advanced	In planning 	Avenues for funding continuing to be explored.
Advance major projects, including Waste to Energy Facility	Waste to Energy Facility advanced	In planning 	At the 1 April Ordinary Council Meeting, Council resolved to delay progressing a market based EOI process for an energy recovery facility in Ballarat until after the Victorian Government has developed its waste to energy framework. This framework is expected to be released by the end of 2020, for implementation in 2021.
Advance major projects, including Ballarat Aviation Emergency Services Hub	Ballarat Aviation Emergency Services Hub advanced	In planning 	Council was recently successful in a \$5 million grant application. Currently working on a program management plan and design.



### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Advance major projects, including Latrobe Street renewal (current Ballarat Saleyards site)	Latrobe Street renewal (current Ballarat Saleyards site) advanced	In progress 	Renewal planning is well progressed with two rounds of community consultation completed, background research completed and targeted stakeholder engagement underway. A future directions paper for future land use options for the saleyards site and renewal of the broader precinct is in preparation.
Advance major projects, including Ballarat Fernery redevelopment	Ballarat Fernery redevelopment advanced	In progress 	Works have commenced on the Ballarat Botanical Gardens Fernery Stage 1 project, all contractors engaged in the construction are local businesses employing local trades people. Foundations have been poured with the main structure being assembled off site to be installed in the coming weeks after which carpentry will commence.
Advance major projects, including Victoria Park Master Plan	Victoria Park Master Plan initiatives progressively implemented	In planning 	Early stages of stakeholder consultation and design considerations are being undertaken for the establishment of new soccer and cricket facilities within Victoria Park. Works are programmed to commence in 2021.
Develop Ballarat as a leader in adaptive business capability, innovative manufacturing, arts and tourism	Council is represented on a number of industry stakeholder groups and Economic Development Regional Groups	In progress 	Strategic Partnership in place with Commerce Ballarat, Bridge Mall Business Association, Ballarat Agricultural and Pastoral Society and Sovereign Hill. Board representation on Ballarat Business Centre, Ballarat Group Practice, Ballarat Tech School, Victorian Goldfields Tourism executive and the Great Southern Touring Route.
Develop Ballarat as a digital transformation and ICT leader	Progress of Digital Strategy	In progress 	Council continues to progress the Digital Services Strategy. The City of Ballarat Data Exchange has been launched, providing access to Open Data such as data from Internet of Things sensors, and Smarter Parking plan data.
Meeting timelines, budget and quality measures	Satisfy <i>Local Government Act 1989</i> requirements in regards to budget adoption, council plan and annual statement	In progress 	As per the <i>Local Government Act</i> , Council is meeting timelines in regards to budget adoption, Council Plan and the annual statement.



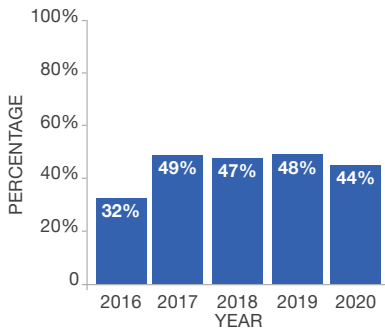
## WHAT WE PLAN TO ACHIEVE

### GOAL: SUSTAINABILITY

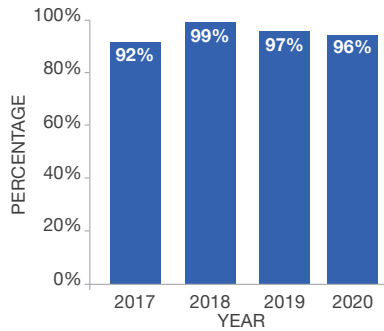
#### Protect, maintain and enhance our built and natural assets

*We will plan for growth to ensure our community's infrastructure and natural environment are protected and improved, and our city's connectivity is sustainably enhanced.*

**Diversion rate of household kerbside waste from landfill**








**Percentage of annual Infrastructure and Environment Capital Delivery Program completed**



## What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Complete and deliver the Ballarat Integrated Transport Action Plan	Ballarat Integrated Transport Action Plan delivered	In progress 	Ballarat Integrated Transport Plan released for community feedback until July. Feedback received will be considered before a final version is considered by Council later this year.
Complete the Ballarat Link Road to the Glenelg Highway	Ballarat Link Road to the Glenelg Highway delivered	In progress 	Planning for the Ballarat Link Road has progressed with current information collated in preparation for a quote request for project management services.
Deliver enhanced flood protection for Ballarat	Flood protection for Ballarat enhanced	In progress 	Numerous flood protection projects are at various stages of development, including the Charlesworth Street dam wall construction, Gong dam wall construction, Mair Street major stormwater mitigation pipe and the Miners Rest flood mitigation plan.
Deliver Ballarat Strategy headline actions including Waste to Energy project	Waste to Energy project delivered	In planning 	At the 1 April Ordinary Council Meeting, Council resolved to delay progressing a market based EOI process for an energy recovery facility in Ballarat until after the Victorian Government has developed its waste to energy framework. This framework is expected to be released by the end of 2020 and take effect from 2021.
Deliver Ballarat Strategy headline actions including a Ballarat Integrated Water Management Plan	Ballarat Integrated Water Management Plan delivered	Not Started	No headline alternative water schemes have progressed.
Deliver headline actions Ballarat Strategy including the beautification of entrances and boulevards	Beautification of entrances and boulevards complete	In progress 	In 2019/20 Council replanted more than 30 annual display garden beds in the Ballarat Botanical Gardens, as well as the Victoria Street, Albert Street, Sebastopol and Sturt Street boulevard entrances. Upgrade works were undertaken on the gardens, fences and stone edging in the Lydiard to Grenville block. The Victoria Street irrigation renewal program and central median landscaping program was continued. Irrigation improvements were carried out on the Sturt Street medians. A design was commissioned to extend median irrigation from Pleasant Street to the Arch of Victory. Landscapes were upgraded on several roundabouts across the city. Avenue tree plantings were continued into main entrances. An established palm tree was replaced in the Civic Hall gardens.
Deliver a sustainable approach to environmental management by working with community stakeholders: Central Victorian Greenhouse Alliance Action Group	Central Victorian Greenhouse Alliance Action Group partnership established	In progress 	In 2019/20 Council continued a working relationship with major community groups. Council also worked with CVGA flagships include progression of local government renewable energy power purchasing opportunities, and planning for statewide electric vehicle charging network.
Deliver a sustainable approach to environmental management by working with community stakeholders: catchment management and landcare groups	Catchment management and landcare groups partnerships established	In progress 	Finalising the draft Yarrowee Master Plan now out for public comment as a result of a Council resolution.

### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Deliver a sustainable approach to environmental management by working with community stakeholders: Regional Sustainability Alliance Ballarat	Regional Sustainability Alliance Ballarat partnership established	In progress 	The City of Ballarat worked with RSAB flagships include progression of Local Government renewable energy power purchasing opportunities, and planning for statewide electric vehicle charging network.
Develop and implement climate change adaptation initiatives with targets for emissions reductions	Climate change adaptation initiatives implemented	In progress 	Continued progress towards the 40 per cent tree canopy cover for Ballarat using the Cool It Report completed for Ballarat
Develop a state-of-the-art animal shelter for Ballarat and the region	State-of-the-art animal shelter developed	In progress 	In the current climate with the additional pressures of COVID-19, organisational change and limited opportunities for Victorian Government funding, this has not progressed during the 2019/20 financial year. This remains a priority as we explore opportunities to progress a regional state-of-the-art animal shelter servicing Ballarat and the region.
Increase government funding for maintaining core assets such as roads, bridges and drainage	Government funding for maintaining core assets increased	In progress 	Council has applied for two Australian Government funding sources from the COVID-19 economic stimulus package. From the Local Roads and Community Infrastructure Program, Council has received \$1.53 million towards the rehabilitation of Armstrong Street South, Ballarat central between Dana Street and Eyre Street and Langstaff Drive, Wendouree. A further application to the Land Transport Infrastructure Projects fund is pending. Ongoing funding has been provided from the Victorian Government's Black Spot Program and Roads to Recovery program. Council is also currently completing projects from the Victorian Government's Country Road Funding Program from the 2019/20 financial year, including Gillies Road, Bald Hills and Ring Road/McKenzie Drive rehabilitation projects.
Develop a waterway enhancement program in conjunction with catchment management and water authorities	Waterway enhancement program developed	In progress 	Draft Yarrowee Master plan developed and will contain projects to enhance the waterway.

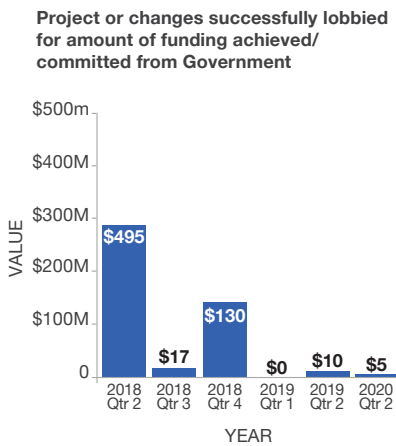
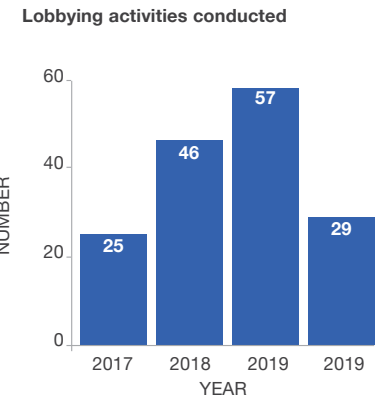
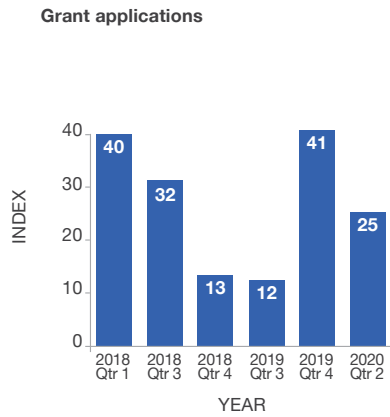
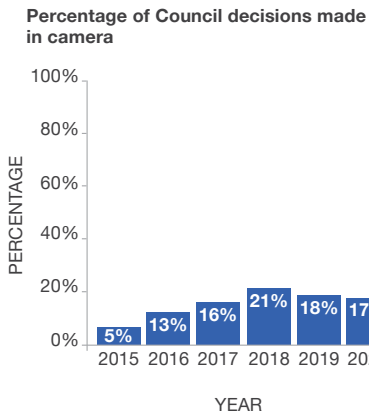


## WHAT WE PLAN TO ACHIEVE









### GOAL: ACCOUNTABILITY

#### Provide strong and decisive leadership, and transparent governance

*We will provide open and transparent decision-making, and lobby and improve our relationships with all levels of government to enhance our ability to deliver key projects and initiatives.*



### What we have done

FOUR-YEAR PRIORITY	MEASURE	PROGRESS	COMMENTARY
Advocate for Ballarat's priorities and enhance the city's reputation as the Western Victoria capital.	Advocacy for Ballarat's priorities undertaken	In progress 	In June 2020 following an intense advocacy and lobbying effort City of Ballarat secured \$5 million in federal funding for Ballarat Airport Stage One through the Australian Government's Regional Airport Program. Further funding will be sought in the future for stage two works for this key piece of regional transport infrastructure. City of Ballarat will continue to lobby to secure financial support from the Victorian and Australian Governments for its priority projects as the municipality continues to plan for the future and works to recover from the economic impact of the pandemic.
Engage and communicate with our community and other stakeholders	Engagement activities conducted	In progress 	The following engagement initiatives were delivered during the quarter: COVID-19 Emergency Food Relief Program, Strengthening Wendouree Community Recreation Precinct, Mount Pleasant Recreation Reserve, Ballarat East Community Dog Park, Wendouree Community Dog Park, Pioneer Park, Woolway Court, Royal Park, Sebastopol Men's Shed, Vickers Street Community Precinct.
Reduce unnecessary regulations and advocate for the removal of regulatory burdens from other tiers of government	Advocacy for the removal of regulatory burdens from other tiers of government undertaken	In progress 	Focus continues to be around recycling and the circular economy. Council has previously approached Victorian Government agencies seeking the Circular Economy Policy's release but this has still been delayed. This delay slows down Council's ability to make decisions in regard to recycling, new energy and waste to energy.
Implement the Digital Strategy, better use innovative online engagement tools and make our information and data accessible to our community and stakeholders	Digital Strategy implemented	In progress 	The Digital Services Strategy continues to progress. The City of Ballarat Data Exchange is now available at <a href="http://data.ballarat.vic.gov.au">data.ballarat.vic.gov.au</a> . This platform provides access to open data provided by Council.
Investigate and deliver shared local government services within the region	Shared local government services delivered	In progress 	The Central Highlands Councils Victoria Shared Services program continues to progress.
Review business operations to drive financial and service improvements	Financial and service improvements	In progress 	Continuous improvement is occurring across the organisation, with a focus on improving the digital experience when transacting with Council on our website.
Reduction in administrative, compliance and delay costs greater than the Victorian average (Source: Department of Treasury and Finance, Red Tape Reduction Program)	Improve efficiency of process and practices per department	In progress 	Continuous Improvement in optimising business process continues.
Annual improvement of lobbying strategies for key projects	Lobbying strategy for key projects improved	In progress 	Key projects are being delivered. The direction is set from ELT level, and the strong focus is on relationship-building, information sharing and working with key stakeholders.





**10.5. COMMUNITY ALLOCATIONS DELEGATED COMMITTEE**

**Division:** Community Wellbeing  
**Director:** Pete Appleton  
**Author/Position:** Pete Appleton – Acting Director Community Wellbeing

**OFFICER RECOMMENDATION**

In exercise of the powers conferred by s63 of the *Local Government Act 2020* (the Act), Council resolves that:

1. From the date of this resolution, the Community Allocations Delegated Committee be established.
2. The members of the Community Allocations Delegated Committee are: Cr Coates, Cr Hudson, Cr Tillett, Sofia Fiusco, David Harris and Dr Samantha Fabry
3. The chairperson of the Community Allocations Delegated Committee is:  
Cr \_\_\_\_\_
4. A quorum for the Committee is a whole number that is an absolute majority, which is the number of members that is greater than half the total number of members of the Delegated Committee.
5. All members of the Delegated Committee have voting rights on the Delegated Committee.
6. Endorse the Community Allocations Delegated Committee Terms of Reference.
7. Disband the Community Grants Special Committee established by Council 27 January 2011 (R030/11).
8. Revoke the Community Grants Special Committee Terms of Reference endorsed on 25 October 2017 (R391/17).
9. Revoke the Community Impact Special Committee C4 Instrument of Delegation endorsed by Council on 23 August 2017 (R280/17).

**EXECUTIVE SUMMARY**

The purpose of this report is to establish the following committee:  
Community Allocations Delegated Committee

The report is to also adopt the Terms of Reference, endorse the members, determine the Chairpersons for the delegated committee, disband the Special Committee and revoke their C4 Instrument of Delegation and Terms of Reference.

**RATIONALE**

Section 63 of the *Local Government Act 2020* allows Council to establish Delegated Committees. Council have reviewed the Section 86 Special Committees and has transitioned them to Delegated Committees. Following this review, the Community Grants Special Committee is transitioning to the Community Allocations Delegated Committee.

The Terms of Reference for the Committee have been updated into the new template to meet the requirements in the *Local Government Act 2020*.

Section 63(1)(a) of the *Local Government Act 2020* stipulates that Council must appoint at least two Councillors to a delegated Committee. Council had no requirement under the *Local Government Act 1989* to appoint a minimum of two Councillors to a Special Committee.

Section 63(2)(a) of the *Local Government Act 2020* requires the Chair of the Delegated Committees to be endorsed by Council and must be either the Mayor or a Councillor appointed to the Committee. Council had no requirements under the *Local Government Act 1989* to appoint a Councillor as the Chairperson and the Chairperson did not need to be endorsed by Council.

The requirement for a new grants committee stems for Council's new Grants Policy that was adopted in June 2020 (R160/20). The policy includes the requirement to establish a new committee to assist Council with the allocation of grants via the Community Impact Grants Program and the Tourism Event Grants Program.

The nominated community committee members have been selected by the Council Officers on the Committee following a publicly advertised expression of interest process, run from Thursday, 23 July 2020 to Friday, 7 August 2020.

The Community Allocations Delegated Committee will operate as a Committee of Council under Section 63 of the *Local Government Act 2020*. As per the draft Terms of Reference, membership of the committee consists of four community representatives and three nominated Councillors.

An Expression of Interest process was undertaken between 23 July and 7 August 2020. Three submissions were received. If endorsed, Sofia Fiusco, David Harris and Dr Samantha Fabry would be appointed to the committee for a 4-year term throughout the lifetime of the 2020-2024 Council.

**LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS**

- *Charter of Human Rights and Responsibilities Act 2006*
- *City of Ballarat Council Plan 2017-2021*
- *Local Government Act 2020*

**REPORTING AND COMPLIANCE STATEMENTS**

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	Yes
<b>Social/Cultural</b>	No	No
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	No	No
<b>Risk Management</b>	No	No
<b>Implementation and Marketing</b>	Yes	Yes
<b>Evaluation and Review</b>	No	No

**Human Rights** – The process provided community members with an opportunity to participate in public life as per the *Charter of Human Rights and Responsibilities Act 2006*.

**Implementation and Marketing** – The Expression of Interest process was advertised on the 23, 30 July and 6 August 2020 in The Ballarat Times Noticeboard and Council's web page.

**CONSULTATION**

The process for establishing a new committee has been undertaken by a working group of representatives from across Council. The same working group supported the Engaged Communities business unit with the review of the Grants Policy between February and June 2020.

**OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

**REFERENCE DOCUMENTS**

- Community Grants Policy 2020

**ATTACHMENTS**

1. Grant Allocations Committee Terms of Reference [10.5.1 - 8 pages]

# **Community Grant Allocations Delegated Committee**

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## **Terms of Reference**



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## 1. Background

- 1.1. By this Terms of Reference document, the Ballarat City Council (Council) establishes the Community Grant Allocations Delegated Committee (Committee) pursuant to section 63 of the *Local Government Act 2020* (LGA).
- 1.2. The members of a Delegated Committee have the powers, duties and functions of Council as set out in these Terms of Reference and the Instrument of Delegation. These Terms of Reference set out the structure and basis on which the Committee can make decisions for and on behalf of Council.
- 1.3. Tourism Event Grants are an important tool of the Ballarat Events Strategy 2018-2028. It is for this reason Council has established this Committee with specific representation from the Visitor Economy sector to ensure a level of advocacy for the strategic positioning of Tourism Events and Activities in the Ballarat Visitor Economy.
- 1.4. These Terms of Reference are authorised by a resolution [insert resolution number after the Council meeting] of Council passed on [insert date of the Council meeting the ToR were endorsed, after the Council meeting].

## 2. Purpose

The Committee is established for the purpose of:

- 2.1 The disbursement of funds to:
  - a. Target community need;
  - b. Expand Ballarat's visitor economy and community connections via tourism events and activities; and
  - c. Implement structure and probity around the management of funds Council provides to the community in the form of grants;
- 2.2 Clarifying the purpose and process, and strengthen the governance of the evaluation and allocation of these funds;
- 2.3 Ensuring:
  - a. The needs of the community are met; and
  - b. The objectives of the Ballarat Events Strategy 2018-2028 and Ballarat's Visitor Economy are met;
  - c. The total funds allocated for disbursement by the Committee is approved in the Council Budget each year.

## 3. Objectives

The objectives of the Committee are:

- 3.1 to maximise the community impact of funding by achieving sustained and meaningful community and visitor economy outcomes;



- 3.2 to recommend to Council the development and implementation of funding programs to meet evidenced community and visitor economy needs. This will include both major funding and responsive forms of small funding opportunities to immediately assist the community;
- 3.3 to effectively manage and disburse funds on behalf of Council in accordance with the Committee's delegated powers, duties and functions and within established funding programs;
- 3.4 to examine and optimise opportunities to combine Council funding with other forms of government funding and funding associated with programs of other agencies and organisations;
- 3.5 to work to identify and establish community connections that sustain long term outcomes;
- 3.6 to provide an effective means of communication between the community and Council;
- 3.7 to review the existing fund streams and make recommendations to Council on possible modifications or innovations; and
- 3.8 to ensure there is small grant funding easily accessible by community organisations in need.

#### **4. Roles and Responsibility**

The role of the Committee is:

- 4.1 To exercise Council's powers and carry out Council's duties and functions, in accordance with these Terms of Reference and as permitted by the Instrument of Delegation;
- 4.2 to evaluate and disburse public funds to the community;
- 4.3 to advocate on behalf of the relevant City of Ballarat strategies which these grants programs service;
- 4.4 to evaluate variation requests over \$500.00 of funding allocations to grant recipients when requested;
- 4.5 to identify opportunities to connect funding across the community to achieve greater community benefits;
- 4.6 to promote the efficiency, effectiveness and economy of significant Council funding programs and recognising that the funds the Committee has delegated authority to distribute are Council funds;
- 4.7 to operate within the financial parameters approved by the Council in its annual budget;
- 4.8 to ensure regular and flexible meeting arrangements to meet critical funding needs;





- 4.9 So far as possible, to ensure all funds are allocated and disbursed each year (as funding is not carried over each year). Note: In exceptional circumstances grants may be committed forward into the following financial year; and
- 4.10 to ensure all funds are allocated and disbursed on activities that are for the benefit of Council's residents and Municipal District.

## 5. Delegation of Powers, Duties and Functions

- 5.1 In order to fulfil and carry out its purposes and objectives Council delegates to the members of the Delegated Committee, pursuant to section 11(1)(a) of the *Local Government Act 2020*, the powers, duties and functions set out in the Instrument of Delegation passed at Council on 22 July 2020 (R180/20) and attached to these Terms of Reference.
- 5.2 The powers, duties and functions of Council conferred on the Committee by these Terms of Reference and Instrument of Delegation must be exercised in accordance with any guidelines or policies that Council may from time to time adopt.
- 5.3 Committee members are at all times expected to act in accordance with their responsibilities set out in Council's Governance Rules and the Committee Policy.

## 6. Membership

The Committee will consist of seven (7) members comprising:

- 6.1 Four (4) external representatives:
  - 6.1.1 one (1) Representative from United Way or The Ballarat Foundation; and
  - 6.1.2 three (3) Community Representatives.
- 6.2 Three (3) Councillors through the Community Wellbeing Portfolio.
- 6.3 Council Officers to assist and advise the Committee when necessary:
  - 6.3.1 Executive Manager Engaged Communities and Executive Manager Arts and Tourism;
  - 6.3.2 a single representative from Financial Services;
  - 6.3.3 two Administration Officers; and
  - 6.3.4 other Council Officers as approved by the Chief Executive Officer.
- 6.4 The tenure of committee members shall be at the discretion of the Council, however:
  - 6.4.1 A Representative from United Way Ballarat or The Ballarat Foundation is appointed by their respective Board.



- 6.4.2 Appointments made are for a period of four (4) years. Community representatives can complete a maximum of one term of four (4) years.
- 6.4.3 The Council shall select the independent community representatives based on a documented selection process, with reference to the position description and any other relevant criteria as determined by Council with the advice of the Committee and shall determine the final membership of the Committee.
- 6.5 Council Officers appointed under 6.3.3 and 6.3.4 who attend the meetings of the Committee are to provide advice and support to the Committee and are not considered Committee members and do not have voting rights.
- 6.6 Each member of the Committee has and may exercise one equal vote on any question before the Committee for determination.
- 6.7 Council Officers will manage all internal resourcing to support the Committee in the promotion of programs and administration of the Committee in carrying out their duties.
- 6.8 Council will revise the membership and voting rights of each Committee member as it sees fit.
- 6.9 The Councillor appointed by the Council or the Mayor will be the Chairperson of the Committee in accordance with section 63(2)(a) of the *Local Government Act 2020*.
- 6.10 If the Chairperson is absent from a Committee meeting, the Committee will select a temporary Chairperson to chair the Committee meeting.
- 6.11 All of the Committee members must submit primary and ordinary returns to Council in accordance with section 81 of the *Local Government Act 1989* and after 24 October 2020, initial personal returns and biannual personal returns in accordance with sections 133 and 134 of the *Local Government Act 2020*.
- 6.12 Members will be selected on merit and expertise and appointed as individuals and not as representatives of a group or organisation.
- 6.12.1 Selection will be based on demonstrated skills and experience in the following areas:
- demonstrated experience in writing and delivering strategic plans and knowledge and understanding of how key actions can translate through a grant program;
  - demonstrated experience in developing and delivering successful tourism events and activities;
  - some experience in either marketing, governance, visitor experience mapping or trend analysis; and
  - proven ability to work cooperatively in advisory groups or selection panels.
- 6.13 All Delegated Committee members must assess, score and allocate funding in accordance with set operational parameters and methodologies. Decisions are made upon a majority vote, including the vote of the Chairperson. The Chairperson has a casting vote if appropriate.



## 7. Meetings

- 7.1 Unless Council resolves otherwise, Committee meetings must be conducted in accordance with:
- 7.1.1 Council's Governance Rules;
  - 7.1.2 section 61 of the *Local Government Act 2020*; and
  - 7.1.3 the Committee's discretion, as exercised from time to time.
- 7.2 The Committee will meet on at least five (5) occasions per financial year, or as required to process applications and achieve purpose.
- 7.3 A quorum of the Committee will be a majority of the Committee membership with voting rights. This equates to four (4) Committee members, three of which must be community representatives.
- 7.4 Voting will be by a majority of votes by a show of hands. Only members in attendance are entitled to vote. The Chairperson shall have the casting vote in the event of an equality of votes.
- 7.5 Sub committees may be appointed by the Committee and meet between general meetings and as authorised by the full Committee. Sub committees do not have any delegated powers

## 8. Reporting

- 8.1 The Committee is responsible for taking proper minutes of all meetings and preparing reports for the Committee's consideration in accordance with:
- 8.1.1 Council's Governance Rules; and
  - 8.1.2 the Committee's discretion, as exercised from time to time.
- 8.2 Minutes of Committee meetings must be forwarded to the Statutory Compliance Unit immediately after adoption by the Committee.
- 8.3 The Director Community Wellbeing is responsible for the co-ordination of an annual grants summary report to Council which will include information on monitoring, evaluation and reporting from across the organisation.
- 8.4 The Committee may be included in Council's internal Annual Audit program.
- 8.5 A mid-year breakdown report is to be presented to the Delegated Committee using the breakdown as follows:
- Capital
  - Community Event
  - Equipment
  - Training and Development
  - Tourism events or activities
- 8.5.1 The mid-year report is to also provide a thematic split of grant allocations where applicable eg. number of multicultural grants allocated.



## **9. Creation and Dissolution**

- 9.1 By these Terms of Reference, the:
  - 9.1.1 Committee is established; and
  - 9.1.2 powers, duties and functions of the Committee members, as set out in the Instrument of Delegation, are delegated.
- 9.2 These Terms of Reference and the Instrument of Delegation:
  - 9.2.1 come into force immediately when the resolution of Council adopting them is made; and
  - 9.2.2 remain in force until Council determines to vary or revoke it.
- 9.3 The Committee must be dissolved by a resolution of Council.
- 9.4 The Terms of Reference will be reviewed as required.

Dated: *[insert date of the Council meeting the ToR was endorsed, after the Council meeting]*

**10.6. SUPPORT OPTIONS FOR ROYAL SOUTH STREET SOCIETY**

**Division:** Community Wellbeing  
**Director:** Pete Appleton  
**Author/Position:** Jeff Johnson – Executive Manager Events and Tourism

**OFFICER RECOMMENDATION****Council resolves to:**

- 1. Vary the Royal South Street Society Funding Agreement to allow payment of the 2020 instalment of \$60,000 (Excl. GST) to the Society even though the Eisteddfod cannot be presented due to the impacts of the Coronavirus (Covid-19) pandemic.**
- 2. Recognise the efforts of the Royal South Street Society Board to host the 2020 Eisteddfod in the face of extreme challenges presented by the Coronavirus pandemic.**

**EXECUTIVE SUMMARY**

This report has been produced following a request from the Royal South Street Society (RSSS) for a contract variation to their Strategic Partnership funding agreement 2019 – 2022. Whilst the impact of Covid-19 has resulted in the cancellation of all live performances of the 2020 South Street Eisteddfod, the RSSS have requested Council provide the full funding payment for 2020.

The loss of revenue to RSSS from the event cancellation will present significant challenges to the organisation's ongoing viability. This financial situation is further exacerbated by the reduced income for RSSS from the 2018 and part of 2019 event. This was a result of the unavailability of Her Majesty's Theatre and the subsequent increased net costs of an alternate performance space.

**RATIONALE**

In 2019 Council resolved to enter a three-year Strategic Partnership with RSSS, which provides \$60,000 cash funding per year with payment being contingent on the full and successful delivery of the event. As a result of this criteria, RSSS is not considered eligible for payment. However, given the work and expenses committed to date for the 2020 event and the unforeseen circumstances for the events cancellation, Officers recommend the 2020 grant payment be provided to RSSS.

The RSSS event is extremely valuable to Ballarat. On an annual basis the event attracts approximately 11,000 competitors and audiences of 25,000 to 30,000, which produces an economic impact of up to \$8.5million. To achieve this outcome and for their own financial viability, the RSSS Board have attempted to deliver the 2020 event in a format permissible by the Covid-19 restrictions. However, following the tightening of restrictions by the Victorian State government in early August 2020, this is not possible. The decision to cancel live performances has been made less than one month from the scheduled start of the event.

RSSS operate on cash reserves that are almost completely expended each year in the lead up to each event. Their revenue, which is almost equal to their operating expenses, is then held over for the following year. For 2020, RSSS have generated no revenue yet have

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expended budget on marketing, wages and operating costs. Furthermore, the financial impact to RSSS from not having access to Her Majesty's Theatre in 2018 is still being felt. In a letter dated 25 March 2019 to Mayor and Councilors, the then CEO of Royal South Street Society Brett Macdonald reported:

*... "the necessary closure of Her Majesty's Theatre, our prime venue, saw entries fall around 18%. The associated drop in revenue and increase in costs (with the move to Founders Theatre) has seen RSSS lose \$193,000".*

Following the challenging year of 2018, in 2019 Council entered a Strategic Partnership with South Street, which provides \$60,000 cash funding per year for three years. This funding was provided to support increased marketing and promotional activities in an effort to increase greater participation and audience numbers. This in turn would increase revenue and work toward removing the reliance on ongoing Council funding.

The expected loss to RSSS from the 2020 event cancellation is \$65,000. This loss could be alleviated by the Council grant payment however, payment is contingent on the full and successful delivery of the event. As a result, RSSS is not considered eligible for payment, unless there is an agreed variation to the funding agreement for 2020. Officers, therefore, suggest the 2020 Strategic Partnership payment be paid in full and that it be apportioned across the following, which is in accordance with the request for payment received from RSSS:

- Fund marketing, promotional and some operational expenses incurred for the 2020 event,
- Fund an independent business review of the RSSS to identify financial and operational efficiencies and potential new ways of working post Covid-19.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021
- *Local Government Act 2020*

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	Yes	Yes
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	Yes	Yes
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	Yes	Yes/No

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** – RSSS plays a critical role in providing creative opportunities for 11,000 performers and up to 30,000 spectators from Ballarat and around Australia. Unfortunately,

COVID-19 presents an unacceptable risk to organizers and the imposed restrictions by the State Government do not allow for the 2020 event to proceed.

**Economic** – The loss to Ballarat’s visitor economy of up to \$8.5million by the cancellation of the 2020 RSSS event is unavoidable. However, this report seeks to support the financial viability of RSSS in an effort to see the event’s return in 2021 and/or post Covid-19. RSSS incurred a \$193,000 loss in 2019 and will incur an expected loss of \$65,000 in 2020.

**Financial/Resources** – If the recommendation of this report is adopted the annual payment to RSSS of \$60,000 (Excl. GST) will be provided from the Strategic Partnership Grant budget. As this was a scheduled payment there are sufficient funds in this budget.

**Risk Management** – The reporting and financial acquittal will require that the RSSS provide evidence of their allocation of funds and resultant report.

**Evaluation and Review** – Officers will ensure the RSSS provide evidence for the allocation of Council funding through the acquittals process. This will require the provision of annual budget, marketing plan, strategic plan and business plan, prior to payments being made in any year.

## **OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

## **ATTACHMENTS**

1. COB Funding Agreement for RSSS 2019-2022 (002) [10.6.1 - 32 pages]
2. RSSS Strategic Partnership 2020 Variation Request [10.6.2 - 4 pages]



01/07/2019

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## **City of Ballarat Funding Agreement**

for the Royal South Street Society 2019 - 2022

**Ballarat City Council**  
ABN 37 601 599 422  
and

**Royal South Street Eisteddfod**  
ABN 33 764 110 838  
ACN 004 058 020



### Schedule: Funding Agreement Details

Item no.	Item	Details
1.	Council Notice Details	<p>City of Ballarat</p> <p>ABN: 37 601 599 422</p> <p>Address: PO Box 655, Ballarat, Victoria, 3353</p> <p>Contact: City of Ballarat, Strategic Partnership Grants Officer</p> <p>Tel: 03 5320 5500</p> <p>Email: <a href="mailto:info@ballarat.vic.gov.au">info@ballarat.vic.gov.au</a> .</p>
2.	Agreement Date	1 July 2019
3.	Commencement Date	1 July 2019
4.	End Date	2nd December 2022 - Representing the last payment to the Agreement
5.	Funded Party	Royal South Street Society
6.	Funded Party ACN / ABN	<p>ACN: 004 058 020</p> <p>ABN: 33 764 110 838</p>
7.	Funded Party entity type	Other Unincorporated Entity, is registered as a Charity, holds DGR status, is registered with the ACNC.
8.	Funded Party Notice Details	<p>Key contact person(s):</p> <p>Brett Macdonald, CEO, PH 03 5332 1054</p> <p>Postal address:</p> <p>1/11 Lydiard Street South, Ballarat 3350</p> <p>Registered address: Same as postal address [</p> <p>Email: <a href="mailto:brett@royalsouthstreet.com.au">brett@royalsouthstreet.com.au</a></p>
9.	Is the Funded Party registered for GST?	Yes

Item no.	Item	Details								
10.	Activity overview	<p><b>The Royal South Street Eisteddfod</b></p> <p>The funding provides opportunity to enable greater levels of marketing and promotion of the Eisteddfod by the Royal South Street Society Management and Administration. With express intent of driving awareness throughout all current and future stakeholders to build entry levels and maintain existing relationships across the sector beyond current capabilities.</p> <p>An annual acquittal will be provided by RSSS to Council in-order to report on measurable outcomes in comparison to previous years.</p> <p>Should the Royal South Street Eisteddfod <u>not</u> be presented in any of the funded years, the respective year of funding is not payable by the City of Ballarat to the Royal South Street Society.</p> <p>Should the circumstances permit the return to Her Majesty's over successive years by the RSSS, the agreement is to be reviewed.</p> <p>As was provided in the funding application RSSS will report on the following information pertaining to the funding outcomes;</p> <p><b>Advertising \$40,000</b> Local and metro media campaigns inclusive of digital advertising.</p> <p><b>Marketing \$10,000</b> Introduction of tele-marketing initiatives to rebuild relationships and sell eisteddfod disciplines.</p> <p><b>Design &amp; Printing \$4,500</b> Production of professional brochures to be designed, printed and posted to potential competitors.</p> <p><b>Advertising &amp; Marketing Administration \$5,500</b> Ensure Royal South Street management and staff provide adequate administrative support.</p>								
11.	Funding details (including In-Kind Contributions)	<table border="0"> <tr> <td><b>2019/20</b></td> <td><b>\$60,000</b></td> </tr> <tr> <td><b>2020/21</b></td> <td><b>\$60,000</b></td> </tr> <tr> <td><b>2021/22</b></td> <td><b>\$60,000</b></td> </tr> <tr> <td><b>2022/23</b></td> <td><b>\$60,000</b></td> </tr> </table> <p>It is agreed this funding will be paid in the following instalments;</p> <ul style="list-style-type: none"> <li>• Year 1 \$50,000 30th September 2019, \$10,000 5<sup>th</sup> December 2019.</li> <li>• Year 2 \$50,000 31st July 2020, \$10,000 4<sup>th</sup> December 2020.</li> <li>• Year 3 \$50,000 31<sup>st</sup> July 2021, \$10,000 3<sup>rd</sup> December 2021.</li> <li>• Year 4 \$50,000 31<sup>st</sup> July 2022, \$10,000 2<sup>nd</sup> December 2022.</li> </ul>	<b>2019/20</b>	<b>\$60,000</b>	<b>2020/21</b>	<b>\$60,000</b>	<b>2021/22</b>	<b>\$60,000</b>	<b>2022/23</b>	<b>\$60,000</b>
<b>2019/20</b>	<b>\$60,000</b>									
<b>2020/21</b>	<b>\$60,000</b>									
<b>2021/22</b>	<b>\$60,000</b>									
<b>2022/23</b>	<b>\$60,000</b>									

Item no.	Item	Details
		<p>The grant is provided to the Royal South Street Society to produce an extensive publicity and promotional campaign to rebuild relationships with existing schools and clubs to regain their bookings and drive new applications. This is to be achieved as follows and will be reported on in ongoing acquittals;</p> <ul style="list-style-type: none"> <li>• Advertising Local and metro media campaigns inclusive of digital advertising.</li> <li>• Marketing Competitors will be tele marketed to re-build relationships and sell our disciplines.</li> <li>• Design &amp; Printing Professional brochures will be designed, printed on quality stock and posted to potential competitors.</li> <li>• Advertising &amp; Marketing Administration focus across RSSS staff to ensure increased levels of marketing and advertising is achieved.</li> </ul> <p>The funding is not provided to meet additional expenses outside of that agreed such as ongoing operating costs or salary subsidies.</p>
12.	Funding Objectives	<p>The grant is provided to the Royal South Street Society to produce an extensive publicity and promotional campaign to rebuild relationships with existing schools and clubs in an effort to regain their bookings and drive new applications.</p> <ul style="list-style-type: none"> <li>• Increase of applications from previous eisteddfod</li> <li>• Increase in patron attendance from previous year eisteddfod</li> <li>• Increase in local and national media coverage</li> <li>• Increase to direct economic benefit through Ballarat retail and hospitality during eisteddfod.</li> </ul> <p><b>Advertising \$40,000</b> Local and metro media campaigns inclusive of digital advertising.</p> <p><b>Marketing \$10,000</b> Introduction of tele-marketing initiatives to rebuild relationships and sell eisteddfod disciplines.</p> <p><b>Design &amp; Printing \$4,500</b> Production of professional brochures to be designed, printed and posted to potential competitors.</p> <p><b>Advertising &amp; Marketing Administration \$5,500</b> Advertising &amp; Marketing Administration focus across RSSS staff to ensure increased levels of marketing and advertising is achieved.</p>

13.	Milestones			
	<b>Milestone Schedule</b>			
	<b>Milestone</b>	<b>Milestone</b>	<b>Milestone evidence or indicators</b>	<b>Due Date(s)</b>
	<b>Year 1 2019/20 FY</b>	<b>1<sup>st</sup> Instalment</b> Signed Funding Agreement Provision of current and any updated strategic plans, business plans and marketing and publicity plans for period of funding.	Evidence of increased expected actions sought from previous years marketing and publicity plans as a result of this funding. Presentation of Invoice.	Date the evidence required and invoice due. <b>30<sup>th</sup> August 2019</b>  Payment to RSSS <b>30<sup>th</sup> September 2019</b>
14.	<b>Year 1 2019/20 FY</b>	<b>2<sup>nd</sup> Instalment</b> Financial year acquittal	Provision of detailed report outlining the impact of funding in year relevant.  This report includes event acquittal and comparison from previous years eisteddfod whilst detailing the impact created through funding to attendance and patronage.	Date the evidence required and invoice due. <b>5<sup>th</sup> of November 2019</b>  Payment to RSSS <b>5<sup>th</sup> December 2019</b>
15.	<b>Year 2 2020/21 FY</b>	<b>1<sup>st</sup> Instalment</b> Provision of current and any updated strategic plans, business plans and marketing and publicity plans for period of funding.	Evidence of increased expected actions sought from previous years marketing and publicity plans as a result of this funding. Presentation of Invoice	Date the evidence required and invoice due. <b>30<sup>th</sup> June 2020</b>  Payment to RSSS <b>31<sup>st</sup> July 2020</b>
16.	<b>Year 2 2020/21 FY</b>	<b>2<sup>nd</sup> Instalment</b> Financial year acquittal	Provision of detailed report outlining the impact of funding in year relevant.  This report includes event acquittal and comparison from previous years eisteddfod whilst detailing the impact created through funding to attendance and patronage.	Date the evidence required and invoice due. <b>4<sup>th</sup> November 2020</b>  Payment to RSSS <b>4<sup>th</sup> December 2020</b>

17.	<b>Year 3</b> <b>2021/22 FY</b>	<b>1<sup>st</sup> Instalment</b> Provision of current and any updated strategic plans, business plans and marketing and publicity plans for period of funding.	Evidence of increased expected actions sought from previous years marketing and publicity plans as a result of this funding. Presentation of Invoice	Date the evidence required and invoice due. <b>30<sup>th</sup> June 2021</b>  Payment to RSSS <b>31st July 2021</b>
	<b>Year 3</b> <b>2021/22 FY</b>	<b>2<sup>nd</sup> Instalment</b> Financial year acquittal	Provision of detailed report outlining the impact of funding in year relevant.  This report includes event acquittal and comparison from previous years eisteddfod whilst detailing the impact created through funding to attendance and patronage.	Date the evidence required and invoice due. <b>3<sup>rd</sup> November 2021</b>  Payment to RSSS <b>3<sup>rd</sup> December 2021</b>
18.	<b>Year 4</b> <b>2022/23 FY</b>	<b>1<sup>st</sup> Instalment</b> Provision of current and any updated strategic plans, business plans and marketing and publicity plans for period of funding	Evidence of increased expected actions sought from previous years marketing and publicity plans as a result of this funding. Presentation of Invoice	date the evidence required and invoice due. <b>30th June 2022</b>  Payment to RSSS <b>31st July 2022</b>
19.	<b>Year 4</b> <b>2022/23 FY</b>	<b>Final Instalment</b> Financial year acquittal	Provision of detailed report outlining the impact of funding in year relevant.  This report includes event acquittal and comparison from previous years eisteddfod whilst detailing the impact created through funding to attendance and patronage.	Date the evidence required and invoice due. <b>2<sup>nd</sup> November 2022</b>  Payment to RSSS <b>2<sup>nd</sup> December 2022</b>

<p>20.</p>	<p>Reports</p>	<p>Pre-Event Reports</p> <ul style="list-style-type: none"> <li>- RSSS Current Strategic Plan</li> <li>- RSSS Current Marketing and Publicity Plan</li> </ul> <p>Post Event Report</p> <ul style="list-style-type: none"> <li>- Event Financial Acquittal</li> <li>- Audited Financial Statements</li> <li>- Marketing Acquittal</li> </ul> <p>A report is required to be completed as per the milestones in Item 13. This must include:</p> <ol style="list-style-type: none"> <li>1. a breakdown of the year in review addressing the points in clause 3.3; and</li> <li>2. an accurate total headcount of attendees and participants at the Activity event(s) including:             <ol style="list-style-type: none"> <li>2.1 breakdown of local and non-local attendees</li> <li>2.2 percentage of non-local attendees who stayed in Ballarat overnight</li> <li>2.3 average number of nights non-local attendees stayed in Ballarat</li> </ol> </li> <li>3. A detailed statement of accounts / financial report that verifies that the funding has been spent on the activity in accordance with this agreement.</li> <li>4. a signed statement that declares that:             <ol style="list-style-type: none"> <li>4.1 They are an authorised representative of the Funded Party</li> <li>4.2 That the Funded Party has complied with all the obligations under the Agreement between Council and the Funded Party.</li> <li>4.3 The Funded Party has incurred \$240,000 of grant expenditure as at 30<sup>th</sup> June 2023 in accordance with the terms of the agreement.</li> <li>4.4 The accounts relating to the Funding, as attached, are true and correct.</li> </ol> </li> </ol>
<p>21.</p>	<p>Invoice requirements</p>	<p>Invoices must include the following information:</p> <ol style="list-style-type: none"> <li>1. where relevant, the words 'tax invoice' stated prominently;</li> </ol>

		<ol style="list-style-type: none"> <li>2. The Invoice Number</li> <li>3. The Purchase Order Number</li> <li>4. Funded Party name and ABN;</li> <li>5. Council name and address;</li> <li>6. the date of issue of the invoice;</li> <li>7. the Agreement title, Activity title and agreement number (if any) or Agreement Date;</li> <li>8. details of the items (i.e. deliverables or Milestones) to which the invoice relates;</li> <li>9. the total amount payable by Council;</li> <li>10. unless otherwise approved by Council in writing, bank account details for the payment of the invoice by electronic funds transfer.</li> </ol>
22.	Funded Party Contributions	
23.	Third Party Contributions	<p>Creative Victoria (Victorian Government), City of Ballarat, Freemasons Foundation, Commonwealth Bank, Australian Catholic University, McDonald's, UFS, Central Highlands Water, Energetiks, Bernie's Music Land, Stems, Avis, Rotary Club of Ballarat South and Federation University. Media partners include WIN TV, 3BA / Power FM, The Courier and ABC local radio. RSSS volunteers contribute an estimated 10,000 hours per year in no cost labour. Ticket sale revenue.</p>
24.	Council Policies	<p>City of Ballarat Grants Policy</p> <p>City of Ballarat Council Plan</p> <p>City of Ballarat Occupational Health and Safety policy</p>
25.	Insurance	<p>Public liability Insurance RSSS must hold \$20m Public Liability, Director, Volunteer &amp; Business Insurance throughout the life of this agreement.</p>
26.	Council Supplementary Obligations	<p>Comply with conditions of the 1987 Deed between the City of Ballarat and the Royal South Street Eisteddfod</p>

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## City of Ballarat Funding Agreement – Agreement Body

### Background

- A. The Funded Party has made the Application to the City of Ballarat Council (**Council**) to apply to receive the Funding to undertake the Activity.
- B. The Funded Party:
  - B.1 has represented to Council in the Application that it has the requisite skills, experience and resources to undertake the Activity; and
  - B.2 in exchange for the Funding, will comply with the representations made in the Application and the terms of this Funding Agreement.
- C. Council has considered and accepted the Application.
- D. The parties have agreed that this document will record the terms and conditions upon which:
  - D.1 the Activity will be undertaken by the Funded Party; and
  - D.2 Council will provide the Funding to the Funded Party.

### This Agreement witnesses

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#### 1. Definitions

In this Agreement:

**Activity** means the activity to be undertaken by the Funded Party pursuant to the Application and this Agreement, and as summarised in Item 10 of the Schedule.

**Application** means the application for funding made available by Council to the Funded Party, and submitted by the Funded Party to Council, a copy of which is attached at Attachment 1, as was considered and accepted by Council prior to the entry of this Agreement.

**Authority** means any:

- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under:
  - (i) any statute, regulation, ordinance, by-law, order or proclamation, or the common law; or
  - (ii) the listing rules of any recognised stock or securities exchange.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Victoria.



**Commencement Date** means the Agreement's commencement date set out in Item 3 of the Schedule.

**Council Policies** means the policies set out in Item 24 of the Schedule, or as otherwise updated by Council under clause 3.3.1.

**Council Supplementary Obligations** means those obligations that Council has agreed to perform in relation to the Activity, if specified at Item 26 of the Schedule.

**End Date** means the Agreement's end date set out in Item 4 of the Schedule.

**Funded Party Contributions** means any contributions made by the Funded Party to the Activity, as specified in Item 22 of the Schedule.

**Funding** means the funds made available by Council to the Funded Party under the terms of this Agreement, as specified in Item 11 of the Schedule and includes the In-Kind Contributions (if any) set out in Item 11 of the Schedule.

**Funding Objectives** means the objectives of the Funding specified in Item 12 of the Schedule.

**In-Kind Contributions** means the provision of Council services, assets or otherwise, if and as specified in Item 11 of the Schedule, for a value estimate in the Schedule but determined under clause 3.4.2.

**Item** means an item of the Schedule.

**Milestones** means any milestones to be delivered, achieved or similar by the Funded Party in order to receive any Funding, and as specified in Item 0 of the Schedule.

**Notice Details** means the applicable Council Notice Details and Funded Party Notice Details, respectively set out at Item 1 of the Schedule and Item 9 of the Schedule, or as otherwise updated by a party under clause 18.2.2.

**Reports** means any reports to be provided or procured by the Funded Party and to be delivered to Council as specified in Item 0 of the Schedule.

**Responsible Authority** means a government or statutory authority which has jurisdiction in respect of any aspect of the Activity, including Council.

**Schedule** means the schedule to this Agreement setting out the Funding Agreement Details.

**Third Party Contributions** means any contributions to be made by a third party as specified in Item 23 of the Schedule.

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## 2. Term of Agreement

This Agreement commences on the Commencement Date and, unless terminated earlier, expires on the End Date.

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## 3. The Activity

### 3.1 General

The Funded Party agrees to deliver the Activity, and Council agrees to pay the Funding to the Funded Party, on the terms and conditions set out in this Agreement.

**3.2 Funded Party responsibilities**

- 3.2.1 The Funded Party is solely responsible:
- (a) for the Activity, which includes all aspects of delivery of the Activity, operational coordination, promotion and dealings with suppliers of the Funded Party; and
  - (b) directly liaising with any Responsible Authorities, including Council regulatory units or division, on the provision of permits and regulatory requirements in connection with the Activity.
- 3.2.2 Council will not be responsible for any expenses or losses incurred by the Funded Party in connection with the Activity, other than those costs specifically designated in this Agreement as being Council's responsibility.
- 3.2.3 All fees and charges in connection with the Activity must be paid by the Funded Party.

**3.3 Funded Party principal obligations**

The Funded Party agrees:

- 3.3.1 to ensure, in accordance with any relevant Council Policies (or as reasonably communicated from time to time by Council to the Funded Party):
- (a) all events, projects and activities in connection with the Activity are based in the City of Ballarat or that the Funded Party must otherwise provide evidence to Council's satisfaction that the Activity will involve and support a significant amount of people from Council's municipality;
  - (b) to the extent specified in the Schedule, the Funded Party can demonstrate at any time to Council's satisfaction that the Funded Party Contribution requirements are being met; and
  - (c) unless otherwise approved by Council, signed Reports are delivered to Council at the times and in the manner required by this Agreement;
- 3.3.2 to deliver the Activity:
- (a) in a thorough, competent, cost-effective, diligent and professional manner; and
  - (b) as outlined in the Schedule, the Application and any other associated documentation (if any);
- 3.3.3 that the Funding must only be expended by the Funded Party at the times and in the manner outlined in the Schedule;
- 3.3.4 that the Funding must not be expended by the Funded Party on any events, activities, projects, services or otherwise not in connection with the Activity, either as expressly set out as being excluded, or otherwise implied, by the Schedule;

- 3.3.5 to acknowledge Council publicly as a financial supporter of the Activity and provide the same benefits offered to other sponsors (relative to the level of sponsorship), including the positioning of Council's logo on all printed and online material, including invitations, advertisements, flyers, posters and programs (and Council approval of the Funded Party's use of Council's logo must be sought prior to any use of Council's logo);
- 3.3.6 to display Council signage, flags or banners at the Activity event(s), if and as required by Council, and to be responsible for the installation and removal of any Council signage, flags or banners;
- 3.3.7 with 2 weeks prior notice to Council of the particular event, to provide an opportunity for a representative of Council:
  - (a) to speak at any Activity event(s); and
  - (b) to be involved in those presentations,and to include a message from Council in the Activity programs or similar publications;
- 3.3.8 in addition to the Reports, provide any other information or documents reasonably requested by Council from time to time;
- 3.3.9 conduct significant Victoria-wide marketing and public-relations for the duration of the Activity to ensure projected visitation numbers are achieved;
- 3.3.10 inform Activity participants of booking accommodation protocols through Council's Visitor Information Centre (or as updated or replaced and communicated by Council from time to time) and encourage participants to utilise the visitballarat website (or as updated or replaced and communicated by Council from time to time); and
- 3.3.11 achieve all elements of a Milestone on or before the relevant Milestone date.

#### **3.4 Council principal obligations**

Council agrees:

- 3.4.1 subject to the Funded Party's compliance with the terms of this Agreement, to pay the Funding to the Funded Party in the amounts and at the times specified in the Schedule;
- 3.4.2 subject to the Funded Party's compliance with the terms of this Agreement, use its best endeavours to facilitate the provision of the In-Kind Contributions (and the valuation of any In-Kind Contributions will be calculated by Council, acting reasonably, at the time of delivery of the In-Kind Contribution);
- 3.4.3 to collaborate with the Funded Party to achieve the Funding Objectives; and
- 3.4.4 to use its best endeavours to achieve any of the Council Supplementary Obligations.

**3.5 Mutual obligations**

Each party agrees, for the benefit of the other party, that in performing its obligations or exercising its rights under this Agreement it will:

- 3.5.1 comply with all applicable laws;
- 3.5.2 act ethically; and
- 3.5.3 not infringe the intellectual property rights of the other party, and for the purposes of the Activity, comply with any directions of use of a party's intellectual property.

**3.6 Permits, licences and authorisations**

- 3.6.1 The Funded Party must obtain all relevant permits, licences and authorisations from the Responsible Authorities and owners, including Council, by the applicable Milestone dates (or if there are no applicable Milestone dates, then by such dates as Council may notify the Funded Party acting reasonably).
- 3.6.2 All necessary permits, licences and authorisations must be obtained from the Responsible Authority prior to conducting the relevant component of the Activity.
- 3.6.3 If required, and upon the request by the Funded Party with sufficient notice, Council staff may assist in ascertaining what permits, licences or authorisations are required, and the procedures/time lines involved.
- 3.6.4 If all necessary permits, licences and permission are not obtained by the Funded Party, or deemed insufficient by Council, Council may exercise any of its rights at clause 4.1.3.

**3.7 Modifications to the Activity**

- 3.7.1 The Funded Party agrees it must not change any part of the Activity, as specified in this Agreement, the Application or any associated documentation (including any change in management contemplated by clause 0), without the prior consultation and written agreement of Council.
- 3.7.2 Any proposal to modify any part of the Activity must be communicated by the Funded Party to Council in writing.
- 3.7.3 Council may refuse to agree to the Activity modification at its absolute discretion.

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**4. Funding****4.1 Funding conditions**

- 4.1.1 The Funded Party acknowledges and agrees that the Funding (including the In-Kind Contributions) is provided for the term of this Agreement only and there is no ongoing commitment in place for Council to fund the Activity beyond the term of this Agreement.
- 4.1.2 Failure by the Funded Party to provide:
  - (a) any Report in the manner and times specified in the Schedule (or as otherwise agreed by Council in writing); or

- (b) any other information or documents requested by Council under clause 3.3.8,

may, in Council's absolute discretion acting reasonably, result in the Funded Party being ineligible to receive any, or any further, instalments of Funding from Council.

- 4.1.3 Without limiting any other clause in this Agreement, Council may, in its absolute discretion and acting reasonably:
  - (a) withhold, reduce, offset or seek repayment of any instalment on demand any or all of the Funding; and
  - (b) without limiting clause 4.1.3(a), and to the extent applicable, cease or seek the return of any In-Kind Contribution,if the Funded Party does not comply with, or breaches any obligation under, this Agreement.
- 4.1.4 The parties agree that payment of all or part of the Funding is not an admission by Council that the Funded Party has met its obligations under this Agreement to Council's reasonable satisfaction.
- 4.1.5 In addition to any other Milestone requirement, any payment by Council to the Funded Party will only be made after the delivery of a tax invoice by the Funded Party to Council in accordance with Item 21 of the Schedule.

#### **4.2 Third Party Contributions**

Where payment of any or all Funding by Council to the Funded Party is conditional on any Third Party Contributions (if any):

- 4.2.1 payment by Council of any Funding is, at all times, subject to the provision of the Third Party Contributions (whether those Third Party Contributions are payable to Council, the Funded Party or both parties); and
- 4.2.2 to the extent applicable, Council is not obliged to contribute any Funding to the Funded Party other than funding it receives by way of the Third Party Contributions and under the relevant Third Party Contributions agreement.

#### **4.3 Excess Funds**

Without limiting and in addition to Council's rights at clause 4.1.3, if the Funded Party does not expend all the Funding as contemplated by this Agreement at any stage, Council may:

- 4.3.1 request those excess funds be refunded by the Funded Party to Council within 30 days of the request and to an account nominated by Council; or
- 4.3.2 approve that the Funding be applied by the Funded Party in the manner and at the time directed by Council.

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### **5. Occupational health & safety and equal opportunity**

- 5.1 The Funded Party must ensure all necessary statutory permits, permission and laws are obtained and abided by, including occupational health and safety laws, risk and emergency management laws, workcover laws and any other relevant laws as required by Responsible Authorities such as Council, Victoria Police, Country Fire Authority and Ambulance Victoria

(or any other regulatory body, as communicated by Council to the Funded Party from time to time).

- 5.2 Council may at its discretion, initiate a third party safety audit of any part of the Activity, including in respect to infrastructure, install and pack-down practices, personnel management and general Activity-related processes. Without limiting any Council rights under this Agreement, any significant non-compliance with legislated (or in the alternative, best-practice) safety standards may result in:
- 5.2.1 the immediate cancellation of the whole or the remainder of the Activity;
  - 5.2.2 the Activity not proceeding in a following year; or
  - 5.2.3 Council exercising its rights at clause 4.1.3.
- 5.3 As part of Council's commitment to improve participation for all community members and to comply with existing disability anti-discrimination legislation, it is a condition that any Activity funded by Council must take all appropriate measures to ensure disabled accessibility. If appropriate disabled accessibility is not provided or deemed insufficient by Council, Council may exercise its rights at clause 4.1.3.

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## **6. Indemnity**

- 6.1 The Funded Party agrees to indemnify, keep indemnified and hold harmless Council, and all Councillors, officers, staff, contractors and agents of Council, from and against any and all claims, demands, actions, proceedings, fines, penalties, costs (including legal costs and expenses for defending or settling any action, claim or demand on a full indemnity basis) and liability to any third party for:
- 6.1.1 loss, damage, or injury to a person or property;
  - 6.1.2 any breach of this Agreement by the Funded Party; and
  - 6.1.3 any negligent act or omission by the Funded Party, its employees, and all its agents and contractors,
- based on, in connection to or in any matter arising out of or incidental to the delivery of the Activity by the Funded Party.
- 6.2 The liability of the Funded Party to Council under clause 6.1 will be reduced to the extent the liability is caused by a negligent act or omission of Council.

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## **7. Insurance**

- 7.1 The Funded Party must procure and maintain public liability insurance in respect to the Activity, for so long as any obligations remain in connection with this Agreement (including any setting-up or packing-up before and after the Activity) as specified at Item 21 of the Schedule.
- 7.2 Council must be noted as an interested party on the public liability insurance policy.
- 7.3 The Funded Party must provide a copy of a certificate of currency detailing the public liability insurance coverage prior to the Commencement Date. If evidence of public liability insurance is not provided, Council may exercise its rights at clause 4.1.3.

- 7.4 Where the Funded Party uses the services of volunteers, those volunteers must be registered with the Funded Party and adequately covered by insurance taken out by the Funded Party.

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## 8. Intellectual property rights

- 8.1 Any intellectual property rights:
- 8.1.1 of a party existing immediately before this Agreement remains vested in that party;
  - 8.1.2 brought into existence by Council for the purposes of the Activity vest immediately with Council; and
  - 8.1.3 brought into existence by the Funded Party for the purposes of the Activity vest immediately with the Funded Party.
- 8.2 Each party grants to the other party a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence to use, reproduce, adapt, modify, perform, distribute and communicate the other party's intellectual property for the purposes of this Agreement and the Activity.

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## 9. Reputation

- 9.1 Neither party must be involved in any conduct or activity that may harm or risks harming the name or reputation of:
- 9.1.1 the other party;
  - 9.1.2 Council's municipality; or
  - 9.1.3 the Activity or activities similar to the Activity.
- 9.2 The Funded Party must, at Council's request acting in its absolute discretion:
- 9.2.1 remove any personnel from work in connection with the Activity; or
  - 9.2.2 cease conducting any part of the Activity,
- which in the reasonable opinion of Council risks resulting in, or actually results in, a breach of clause 9.1.
- 9.3 Without affecting any other clause of this Agreement, if clause 9.2 applies, the Funded Party must provide replacement personnel or replacement parts of the Activity acceptable to Council at no additional cost and at the earliest opportunity.
- 9.4 The Funded Party must immediately give notice to Council of any matter or incident that could result in a breach of this clause 9.

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## 10. Dispute resolution

- 10.1 If any dispute arises between the parties out of, or in connection with this Agreement, including any termination or purported termination of the Agreement, either party may give written notice of the dispute (**Dispute Notice**) to the other party.

- 10.2 The Dispute Notice must specify in reasonable detail the nature of the dispute. The parties will discuss the Dispute Notice in good faith and use their best endeavours to resolve the dispute on a basis acceptable to both parties.
- 10.3 If the dispute is not resolved within 20 Business Days of the date of the Dispute Notice, the parties must refer their dispute to mediation administered by a legal practitioner who is an accredited specialist in mediation recommended to the parties by the Law Institute of Victoria. The mediation will be conducted in accordance with such mediation guidelines as may be specified by the mediator, which are deemed to be incorporated in this Agreement.
- 10.4 Irrespective of the delivery of a Dispute Notice (unless the dispute concerns a purported termination of this Agreement by either party) all provisions of this Agreement will remain in full force and effect.
- 10.5 Nothing in this clause 10 prejudices the right of a party to institute a proceeding seeking urgent injunctive relief in respect of a dispute or any other matter arising under this Agreement.

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## **11. Force majeure**

In the event of flood, earthquake, war or civil strife, acts of terrorism, industrial disturbance, strike, fire, lockout, failure or delays of scheduled transportation facilities, hurricane, epidemic other acts of God, or any law, order, decree, rule or regulations of any governmental authority, or for any reason whether of a similar or dissimilar nature beyond the control of the parties which the parties may consider as making the engagement undesirable or impossible, either party may terminate this Agreement and there shall be no claim for damages by or for either party against the other.

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## **12. Confidentiality**

The Funded Party must keep the contents of this Agreement confidential and must not disclose it to any third party or use it otherwise than:

- 12.1.1 for the purposes of this Agreement;
- 12.1.2 as authorised in writing by Council;
- 12.1.3 as required by law; or
- 12.1.4 to the Funded Party's professional advisers who have also agreed to keep the confidential Information confidential.

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## **13. Prohibition on assignment or novation**

- 13.1 The Funded Party must not without the prior written consent of Council:
- 13.1.1 assign or novate the whole or any part of this Agreement;
- 13.1.2 transfer any right or obligation arising from this Agreement;
- 13.1.3 mortgage, charge, create a security interest (as defined in s 51A of the *Corporations Act*) over, allow a security interest to exist over, or otherwise encumber any benefit arising from this Agreement; or



- 13.1.4 subcontract the performance of any of its obligations under this Agreement.
- 13.2 A change in the effective management, ownership or control of the Funded Party is taken to be an assignment for the purposes of this clause.

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**14. Nature of relationship**

This Agreement does not:

- 14.1.1 create any relationship of partnership, joint venture, trust, employment, agency or representation between the parties; or
- 14.1.2 give a party the power or authority to:
- (a) act for another party as an agent or otherwise;
  - (b) exercise any right on behalf of another party;
  - (c) underwrite or guarantee or be in any way directly or indirectly responsible for all or any of the debts, liabilities or obligations incurred by either or both other parties from time to time; or
  - (d) incur any obligation on behalf of another party.

---

**15. Termination****15.1 Termination by agreement**

This Agreement may be terminated at any time by the mutual written agreement of the parties.

**15.2 Termination by Council**

Council may terminate this Agreement immediately and with immediate effect by written notice delivered to the Funded Party if:

- 15.2.1 the Funded Party engages in conduct which in the reasonable opinion of Council reflects unfavourably on the good name, goodwill, reputation or image of Council, of Ballarat as a destination, the Activity or otherwise risks resulting in a breach of clause 9;
- 15.2.2 the Funded Party commits a serious breach of this Agreement;
- 15.2.3 the Funded Party commits any persistent breaches of this Agreement or a breach remains unremedied to Council's satisfaction;
- 15.2.4 the Funded Party fails to achieve a Milestone by a Milestone date;
- 15.2.5 the Funded Party becomes, or takes any steps in becoming, insolvent or bankrupt (as applicable);
- 15.2.6 the Funded Party fails to comply with any of its insurance obligations under this Agreement; or
- 15.2.7 the Funded Party fails to comply with any laws or regulations in relation to the Activity, or to obtain any permit, authorisation or licence which it is required to obtain by law or under this Agreement.

**15.3 Consequences of termination**

15.3.1 If this Agreement is terminated:

- (a) under clause 15.1, Council will have no further obligation to pay any Funding, or any remaining Funding, to the Funded Party; and
- (b) for any reason under clause 15.2:
  - (i) Council will have no further obligation to pay any Funding, or any remaining Funding to the Funded Party; and
  - (ii) the Funded Party must immediately refund to Council, at Council's absolute discretion and on demand, any part of the Funding which Council has already paid to the Funded Party.

15.3.2 Council is not liable to the Funded Party for any costs or in any manner in connection with termination of this Agreement (including any loss suffered or incurred by the Funded Party in connection with termination).

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**16. Warranties****16.1 Warranties**

The Funded Party warrants that:

- 16.1.1 it has lawful authority to execute this Agreement and to perform its obligations under this Agreement;
- 16.1.2 all information that the Funded Party has provided to Council in connection with this Agreement or the Activity is true and correct in every respect; and
- 16.1.3 it is now and throughout the term of this Agreement:
  - (a) authorised to deliver the Activity; and
  - (b) owns or has a licence to use the rights in all intellectual property rights relating to the Activity or which are to be used during the Activity, or to promote the Activity, including any name or logo for any part of the Activity.

**16.2 Continuing disclosure**

The Funded Party must notify Council in writing if anything happens or may happen to make the Funded Party no longer comply with any of the warranties it has given under this Agreement.

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**17. Survival**

- 17.1 The expiry or termination of this Agreement will not affect any of the accrued rights or remedies of either party.
- 17.2 The terms of this Agreement survive its termination to the extent permitted by law.
- 17.3 This Agreement is intended to bind the heirs, executors, administrators and successors in title of the parties.

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**18. Notices****18.1 Delivery of notice**

18.1.1 A notice or other communication required or permitted to be given to a party under this Agreement must be in writing and may be delivered:

- (a) personally to the party;
- (b) by leaving it at the party's address;
- (c) by posting it by priority registered post addressed to the party at the party's address;
- (d) by facsimile to the party's facsimile number; or
- (e) by electronic mail to the party's email address,

in each case, as specified in the Notice Details of that party.

18.1.2 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

**18.2 Particulars for delivery**

18.2.1 The Notice Details of each party are set out in the Schedule of this Agreement (or as notified by a party to the other parties in accordance with this clause).

18.2.2 Any party may change its Notice Details by giving notice to the other parties.

**18.3 Time of service**

A notice or other communication is deemed delivered:

18.3.1 if delivered personally or left at the person's address, upon delivery;

18.3.2 if posted within Australia to an Australian address:

- (a) using priority registered post, 4 Business Days after posting; and
- (b) using express post, 2 Business Days after posting;

18.3.3 if posted from a place to an address in a different country, 10 Business Days after posting;

18.3.4 if delivered by facsimile, subject to clause 18.3.6, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the recipient's facsimile;

18.3.5 if delivered by electronic mail, subject to clause 18.3.6, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and

18.3.6 if received after 5.00pm in the place it is received, or on a day which is not a business day in the place it is received, at 9.00am on the next business day.

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**19. Governing law**

This Agreement is governed by the law applying in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

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**20. Interpretation****20.1 Words and headings**

In this Agreement, unless expressed to the contrary:

- 20.1.1 words denoting the singular include the plural and vice versa;
- 20.1.2 the word 'includes' in any form is not a word of limitation;
- 20.1.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 20.1.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- 20.1.5 no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

**20.2 Specific references**

In this Agreement, unless expressed to the contrary, a reference to:

- 20.2.1 a gender includes all other genders;
- 20.2.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 20.2.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 20.2.4 writing includes writing in digital form;
- 20.2.5 'this Agreement' is to this Agreement as amended from time to time;
- 20.2.6 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 20.2.7 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;
- 20.2.8 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- 20.2.9 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- 20.2.10 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and

- 20.2.11 any body or division of a body (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body, agency or division, is a reference to the body or division which most closely serves the purposes or objects of the Original Body.

**21. General**

**21.1 Variation**

This Agreement may only be varied by a document executed by the parties.

**21.2 Entire agreement and no reliance**

This Agreement:

- 21.2.1 constitutes the entire agreement between the parties about the subject matter contained in it; and
- 21.2.2 supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation relating to the subject matter contained in it that was imposed, given or made by a party (or an agent of a party) prior to entering into this Agreement.

**21.3 Inconsistency**

Any inconsistency between the terms of this Agreement will be resolved in the following order of priority:

- 21.3.1 the terms and conditions (clauses 1 to 21.11)
- 21.3.2 the Schedule;
- 21.3.3 the Application; and
- 21.3.4 any other documents incorporated by reference into this Agreement (if any).

**21.4 Liability**

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

**21.5 Severability**

- 21.5.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 21.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

**21.6 Waiver**

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

**21.7 Further assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

**21.8 Survival and enforcement of indemnities**

21.8.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

21.8.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

**21.9 No merger**

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

**21.10 Costs and Expenses**

Unless specifically stated otherwise, each party must bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this Agreement and any other related documentation.

**21.11 Business Day**

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

## Signing Page


Executed by the parties as a deed, and deemed delivered on the Agreement Date, as set out in Item 2 of the Schedule:

Signed sealed and delivered for and behalf of City of Ballarat:

)   
)  
)

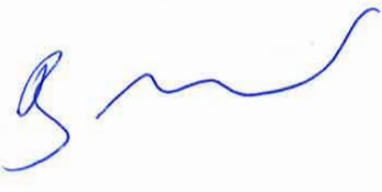
.....  
Angelique Lush  
Print name of Council Director / Executive Manager

who certifies he/she is authorised to do so in the presence of:

)   
)  
)  
Signature of witness

.....  
Katrina Ring  
Print name of witness

Signed sealed and delivered by Brett Macdonald, CEO Royal South Street Society

)   
)  
)  
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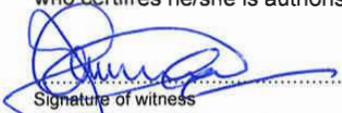
ACN 004 058 020

ABN 33 764 110 838

.....  
  
Print name of Funded Party signatory

.....  
CEO  
Position of Funded Party signatory

who certifies he/she is authorised to do so in the presence of:

)   
)  
)  
Signature of witness

.....  
DANIEL HENDERSON  
Print name of witness

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**Attachment 1 Application**

**City of Ballarat**

**Strategic Partnerships Grant Program  
Application Form**

**2019-2022**



# Strategic Partnership Grant Application Form

## 2017

### Purpose

The City of Ballarat adopted the Grants Policy on the 12 April 2017. The purpose of the Grants Policy is to ensure that recipients are able to deliver quality programs, events, products and services which are of great benefit to Ballarat and which bring a wide range of social, environmental and economic returns to the City.

### Strategic Partnerships Program Principles

The program is based on the following principles:

- Partnerships are with sole providers or identified strategic partners that Council can work with collaboratively to deliver community outcomes
- City of Ballarat has no direct responsibility to deliver these initiatives. Strategic partners are identified to make the most of opportunities to meet the needs of the community and deliver on outcomes identified in the Council Plan
- Strategic partnerships are negotiated by the Administration and approved via the annual budget and planning processes with transparent decisions made in open meetings and published on the Council website
- Strategic partnerships have consistent reporting and contractual agreements. Recipients are required to enter a Funding Agreement with Council that outlines reporting requirements and a mutually agreed evaluation framework that focuses on performance and outcome measures
- Recommendations on the term of the Funding Agreement for Strategic Partnerships will be made by management, taking into consideration the time required to have an impact on outcomes and the term of the strategic documents to which they align
- Strategic Partnerships can be either opportunistic and responsive to partnership requests, or deliberate and planned in accordance with Council's Strategic Objectives
- Unless otherwise agreed, Strategic partnerships will be on a dollar for dollar basis
- Only one application per organisation per grant program is allowed in any given financial year

## Strategic Partnership Grant Eligibility Checklist

### 1. What is the structure of your organisation?

The Royal South Street Society (RSSS) is a Company Limited by Guarantee. We are not-for-profit and a registered charity. RSSS is governed by a volunteer board of directors and employees approx. 4 FTE's lead by CEO Brett Macdonald. It engages over 200 volunteers annually.

### 2. How long has your organisation been established?

RSSS was established in 1879 and in 2019 will celebrate its 128<sup>th</sup> year since the first competitions in 1891.

### 3. Does your organisation operate within the municipality of Ballarat or are you able to demonstrate that the program will benefit residents in the municipality? Yes/No

Yes, RSSS is based in Ballarat with all 6 venues in the municipality. The Eisteddfod has been benefiting the residents of Ballarat since its inception by providing performing arts opportunities and stimulating business.

**4. Has your organisation received grant funding from the City of Ballarat? \* Yes/No**

Yes. RSSS is currently in year 3 of a 3 year tourism and events grant at \$15k per year. A 1 year grant was requested however all councillors voted to extend the support to 3 years.

**5. If yes, have you met acquittal conditions for previous funding? \* Yes/No**

Yes

**6. If applicable; do you have appropriate insurance for this project? Yes/No**

Yes, RSSS has \$20m Public Liability, Director, Volunteer & Business Insurance.

**Contact Details**

**7. Applicant Organisation Name:** Royal South Street Society

**8. Primary (Physical) Address:** 1/11 Lydiard Street South, Ballarat, 3350

**9. Postal Address (if different from above):** Po Box 33 Ballarat, 3353

**10. Applicant Website:** [www.royalsouthstreet.com.au](http://www.royalsouthstreet.com.au)

**11. Contact Person and Position held in Organisation:**

1. Brett Macdonald / CEO

**12. Primary Phone Number:** 5332 1054

**13. Applicant Admin Contact Primary Email:**

[brett@royalsouthstreet.com.au](mailto:brett@royalsouthstreet.com.au)

**14. IA or ACN Number:** 004 058 020

**15. Does your Organisation have an ABN? Yes/No**

**ABN:** 33 764 110838

**16. Does your organisation have its own bank account? Yes/No**

Yes

**17. Project Details**

RSSS runs Australia's oldest and one of the largest performing arts Eisteddfod's in Australia. Spanning 3 months each year it features 13 different disciplines including debating, vocal, instrumental, speech & drama, choral, dance and calisthenics.

**18. Project Title:**

The Royal South Street Eisteddfod

**19. Project Start Date:**

Monday 29<sup>th</sup> July 2019

**20. Project End Date:**

Saturday 2<sup>nd</sup> November 2019

**21. Brief project description:**

The annual Eisteddfod aims to promote, foster and encourage participation and interest in the performing arts. By employing the countries best adjudicators and offering generous prize money we ensure the competition continues to grow. In 2017 RSSS received 7200 entries attracting around 11,000 performers to our venues with approximately 50,000 on stage appearances. Whilst proudly maintaining many traditional disciplines RSSS is evolving, in 2016 'Mi Sound' was introduced for VCE / VET music performance students and in 2017 a section for people with disability was introduced called 'The Arts for All'. Recent streaming of a number of sold out Calisthenics sections ensured no one missed a performance and Ballarat was showcased to audiences outside of the city via the internet.

**22. Project Rationale - Why does this work need to be done?**

Performing at RSSS is a wonderful experience on so many levels. It builds skills, confidence, team work and resilience. It promotes significant health and wellbeing values, showcases creativity, education and fitness. The Eisteddfod provides a massive boost for brand Ballarat and local businesses including retail, hospitality and accommodation. A 2017 Remplan report estimated its economic impact at \$8.5m.

Investing in RSSS is also an investment into our future creative leaders by families, volunteers and organisers.

Recognising the historical significance of RSSS is also important given the millions who have made up the Society's 'family' since 1879.

**23. Who are the Project Partners?**

RSSS has many corporate partners, donors and supporters. They include Creative Victoria (Victorian Government), City of Ballarat, Freemasons Foundation, Commonwealth Bank, Australian Catholic University, McDonald's, UFS, Central Highlands Water, Energetiks, Bernie's Music Land, Stems, Avis, Rotary Club of Ballarat South and Federation University. Media partners include WIN TV, 3BA / Power FM, The Courier and ABC local radio.

Our volunteers are of course major partners contributing an estimated 10,000 hours per year in no cost labour.

**24. How does the project align with the purpose of the Strategic Partnership Grant Program's purpose of delivering quality programs, events, products and services which are of great benefit to Ballarat and which bring a wide range of social, environmental and economic returns to the City?**

RSSS is synonymous with quality; in fact in a 2017 survey we received an 86% satisfaction rating. The 2018 survey showed an 88% satisfaction rate which was a pleasing result given the disruption. We pride ourselves on quality adjudicators, volunteers, staff, venues and systems. Socially RSSS ensures young people are exposed to less 'screen time' and develop performing arts skills that stay with them for a lifetime, many going on to have careers in the arts. RSSS brings families together who become involved in the rehearsal then performance journey. Economically RSSS is a huge boost to the city regularly booking out nearly all accommodation across September and October. A conversation with any business owner, whether it is hospitality, retail, parking, health, venue hire etc. will confirm this.

**25. What are the planned activities of the project and which elements will the grant be used for?**

2019 is a year to re-build RSSS after very difficult trading following the closure of Her Majesty's theatre. The plan is to get back to doing what we do best, running Australia's oldest and largest Eisteddfod at our 6 venues including a return to Her Maj, our spiritual home. Many competitors have simply said, 'if you're back in HMT then we'll be back'.

The grant money will be used to cover the costs of the re-build as detailed in question 31; it will set RSSS up for a bright future fostering the performing arts which is vital as our city grows. It will provide the RSSS team the opportunity to better market and promote the Eisteddfod – keeping our performers and patrons alike abreast with all the opportunities and challenges associated with the comps not having access to its home theatre. The grant will see a drive in communications with the aim of building entries back to 2017 levels and maintaining existing relationships across the sector.

**26. What are the expected outcomes of the project?**

Despite the challenging year ahead some disciplines have experienced strong entry growth including Instrumental, Choral, Contemporary Vocal and Debating, there is still much to be upbeat about.

RSSS positive outcomes remain many and varied and include growing confidence in our youth through the Eisteddfod journey, improved performance skills and career enhancement. Outcomes will also include increased visitation to Ballarat and robust retail, hospitality, attraction and accommodation business. The RSSS economic impact is estimated at \$8.5m annually.

'The Arts for All' Section will again provide positive outcomes for people living with a disability giving them the chance to perform for prize money, medals and adjudication. This section is now attracting entries from all over Victoria.

**27. How will you know if these outcomes have been achieved?**

The online survey conducted in 2017 attracted a strong 550 responses with similar numbers in 2018. It is planned to expand on this survey in 2019 and beyond to build a longitudinal study. These ongoing surveys will tell us if the desired outcomes have been achieved. A detailed acquittal will be supplied to the City and RSSS would like to work with council to update the economic impact of the Eisteddfod via another Remplan study.

**28. Please provide any evidence of community support for the project**

The lifeblood of RSSS is its volunteers. From a database of 270 we have around 200 actively participate each year. In 2018 almost 10,000 hours were rostered with many more worked off the roster. Volunteers range from ushers to board directors.

RSSS has received philanthropic support previously from Telstra, The Ballarat Foundation, Volunteering Ballarat, Freemasons Victoria, many local service clubs and the Isobella Foundation. Annually we receive donations of around \$83,000 demonstrating strong community support.

**29. Have you contacted Council to discuss your project/event? Yes/No**

Yes

**30. If yes, please provide the name of the Council Officer:**

Daniel Henderson

**31. Budget Information****How much funding are you seeking as part of this submission?**

RSSS is currently in a re-building phase and can't do it alone. We request \$255,000 as we seek to recover. It is believed this is the first time that RSSS has sought significant financial support from council in our 128 years of competitions.

**Are you seeking the funding across a number of years? Yes/ No**

Yes

**If so, how many years:**

Four

2019/20	\$75,000	Provision of marketing and publicity (as detailed below)
2020/21	\$60,000	Provision of marketing and publicity
2021/22	\$60,000	Provision of marketing and publicity
2022/23	\$60,000	Provision of marketing and publicity

RSSS believes multiyear funding will make support from council far more achievable and demonstrates our commitment to work with the city. This could be reduced or otherwise as more information becomes known around stages two and three of the works at Her Majesty's which RSSS 100% supports. To date over 2100 people have signed the RSSS petition at [www.change.org](http://www.change.org) in support of council seeking \$5m from the Federal Government to add to the funds already guaranteed. Full funding will take Her Maj to the next level as Australia's best heritage theatre.

**When is funding required by:**

The first of four instalments by;  
31<sup>st</sup> July 2019 then,  
31<sup>st</sup> July 2020  
31<sup>st</sup> July 2021  
31<sup>st</sup> July 2022

**What the funding will be used for specifically:**

The opportunity to better market and promote the Eisteddfod to new and existing performers and patrons is crucial in maintaining and building our stakeholders particularly during the interruption to normal business at Her Majesty's Theatre. Until the theatres availability becomes clearer through planning of stage 2 and 3 capital works and RSSS has access to the venue, increased marketing and promotion will be essential to maintain our operations and deliver the Eisteddfod.

**Year one of the grant (\$75,000) will be acquitted as follows:**

Advertising \$45,000 – Local and metro media campaigns, digital advertising.  
Marketing \$15,000 – Competitors will be tele marketed to re-build relationships and sell our disciplines.  
Design & Printing \$7000: Professional brochures will be designed, printed on quality stock and posted to potential competitors.  
Advertising & Marketing Administration \$8000: Being a small team all staff will be hands on in the re-building phase including the CEO, Finance Officer and Volunteer Coordinator.

**Years two, three and four (\$60k per year) may be acquitted as follows:**

Advertising \$40,000 – Local and metro media campaigns, digital advertising.

Marketing \$10,000 – Competitors will be tele marketed to continue to re-build relationships and sell our disciplines.

Design & Printing \$4500: Professional brochures will again be designed, printed on quality stock and posted to potential competitors.

Advertising & Marketing Administration \$5500: Being a small team all staff will be hands on in the re-building phase each year including the CEO, Finance Officer and Volunteer Coordinator.

Included with this grant application are emails of support from Commerce Ballarat and The Golden City Hotel indicating the impact of RSSS goes far beyond performing artists.

**Please insert budget below.**

RSSS 2017 audited financials (attached)

RSSS 2018 pre-audit P&L (attached)

<b>Strategic Partnership Grant Assessment Criteria</b>
--

**1. Does the proposal meet two Council Plan Objectives?**

RSSS believes it meets all 4 council plan objectives;

**Livability:** RSSS is the catalyst for our vibrant performing arts scene which sets Ballarat apart. It makes our city more livable by offering rich experiences for our competitors and audiences alike.

**Prosperity:** As the city's largest event RSSS is the driver of much economic activity for hospitality, accommodation and retail businesses across 3 months every year. Many comment that without RSSS this period would be very tough each year.

**Sustainability:** RSSS is always searching for ways to be more sustainable. These include moving to a cloud based ICT system, upgrading to LED fluorescent tubes and weekly recycling. RSSS is also moving away from larger more energy hungry venues when audiences do not warrant.

**Accountability:** RSSS is governed by a constitution and a 9 member volunteer board. It is served by numerous sub-committees including Risk & Finance, Marketing and Remuneration and is audited annually.

**2. Does the proposal enhance the City's Brand Strategy and attract target markets?**

RSSS believes its positioning statement 'Pure Performance Gold' draws on Ballarat's rich gold mining heritage when thousands of hopefuls flocked first to find fame and fortune in the ground and then on stage as the Eisteddfod became the home for new finds and discoveries of a very different nature, contributing to not only our economic but our cultural wealth.

The proud heritage, prestige and professionalism of the Eisteddfod must also compliment the city brand strategy 'Made of Ballarat'.

**3. Does the proposal have a significant level of total investment?**

RSSS turns over around \$934k annually with operating expenditure limited to 97% of total revenue. These figures demonstrate a significant level of total local investment with almost all revenue ploughed back into making the competitions the best they can be.

**4. Does the proposal have a significant level new employment?**

Whilst not new employment RSSS employees 5 permanent staff with up to 6 casuals also engaged across the competition. It has an annual wages bill of \$261k.

**5. What is the economic impact of the proposal as modelled using REMPLAN?**

Total competitors: 11,000 approx.

Total paying audience: 34,000 approx.

Tourists: Other Victoria 66%, NSW 1%, SA .8%, Qld .2%, Other States 2% (Ballarat 30%)

Nights stayed in Ballarat: 1 night 8%, 2 nights 16%, 3 nights 5%, 4 nights 4%, 5 nights or more 9%

Source: Survey Monkey study, November 2018, 450 respondents approx.

**What is the grant cost per visitor/participant?**

Total competitors: 11,000 approx.  
 Total paying audience: 34,000 approx  
 =45,000 visitors/participants  
 \$75,000/45000 (Year 1)  
 =\$1.66 per person  
 \$60,000 / 45000  
 =\$1.33 per person (Years 2,3,4)

**6. Do you have an appropriate Business Plan including a Marketing and Financial Plan?**

RSSS operates from a strategic plan (2016 to 2020) that was reviewed in 2016. It is reported on every month by the CEO at the Board meeting. RSSS operates to a calendar year budget (adopted by the board) which can be broken down to individual discipline budgets. Monthly performance is reviewed by the Risk and Finance sub-committee. Other sub-committees formed to help guide RSSS include Remuneration, Volunteer, Historical and Marketing.

**7. Does the proposal have positive social impact and community benefit?**

In our sports obsessed society the performing arts play an important role in engaging our young people in more creative ways. Whilst traditional in many ways RSSS prides itself on remaining socially relevant by introducing new sections such as Mi Sound and The Arts for All (for people with a disability) whilst fostering many disciplines that are over a century old including instrumental, debating and dance.

RSSS also has a positive impact on the older community in Ballarat who volunteer. Annually RSSS engages around 200 volunteers who give around 10,000 hours of their time. Volunteering is proven to offer numerous social & community benefits.

“Royal South Street Society is an excellent example of how Eisteddfods open up access to the arts and enliven communities. More than 11,000 competitors take part in the event each year, and that’s not only fantastic for local cultural life, but it also boosts tourism and local businesses with competitors coming from across Australia to take part” – Ted Ballieu, former Victorian Premier.

**8. Does the proposal have positive environmental impacts?**

South Street recently migrated its data storage and IT systems to the Cloud to reduce our carbon footprint by providing staff with the opportunity to work remotely and share documents online. Staff also switch off equipment each night and recycle waste. Our suppliers are also committed to green business practices by using 100% carbon neutral stock, soy based eco-friendly inks, and offset their energy use through solar panels and LED lighting.

RSSS has introduced Skype for Business to facilitate virtual meetings and video conferencing options for our staff, partners and Board to reduce travel costs and carbon emissions. We are also developing an inventory of office equipment which when replaced will see the purchase of high-energy efficiency rating appliances. This has commenced with the replacement of old fluorescent tubes with low energy LED lighting options.



## **STRATEGIC PARTNERSHIP REVIEW SUBMISSION**

The purpose of this submission is to explore with the city the possibility of a partial re-direction of the funds provided in the “City of Ballarat Funding Agreement” between the Ballarat City Council (BCC) and the Royal South Street Society (RSSS) dated 1<sup>st</sup> July, 2019.

The original application for grant funds was made in accordance with the council’s Strategic Partnership Grant Program 2019 – 2022.

### **PREAMBLE**

The impetus for the original application was the closure during 2019 of Her Majesty’s Theatre (HMT) which resulted in RSSS sustaining a body blow loss of c. \$200,000. This was quite obviously was a most substantial loss for a Not for Profit, community and mostly volunteer based organisation, and was well documented at the time of the grant application.

### **THE BASICS OF THE GRANT**

Put simply, the main thrust of the council’s grant was to support RSSS in mostly promotional efforts to regain the lost business. This objective was pursued as much as could be done given the present problem and its ramifications. The present problem can be summed up in one word:- CORONA.

Patron in Chief: The Honorable Linda Dessau, AM Governor of Victoria  
Honorary Patrons: Dame Kiri Te Kanawa, ONZ, DBE, AC. and Lady Primrose Potter, AC.

Royal South Street Society ACN 004 058 020 ABN 33 764 110 838  
PO Box 33 Ballarat 3353 | T 03 5332 1054 | [info@royalsouthstreet.com.au](mailto:info@royalsouthstreet.com.au) | [www.royalsouthstreet.com.au](http://www.royalsouthstreet.com.au)



**THE PROBLEM**

The problems caused by Corona also need no amplification here and are more than well documented generally. RSSS, prior to the outbreak, appointed a Publicity Officer, a person with sound credentials in the field, on the basis of a three-day week. Soon after this appointment, the Corona pandemic virus took hold, and under the provision of the "Job Keeper" scheme, this position did not qualify for assistance.

The next dilemma that we were presented with was that, as the pandemic spread, we did not really know what we were dealing with on a day to day basis in terms of promoting the 2020 season. Naturally the pandemic situation presented us with a workload that included, inter alia, of maintaining contact with our various stake holders which includes entrants, schools, academies, governing bodies with whom we partner, donors, sponsors, and volunteers. For several months now our staff has had to work from home, however, we have still had to honour our lease(s) commitments for both our office accommodation and our storage facility.

**THE 2020 RSSS SEASON**

The current season has mostly been cancelled and entry fee refunds are currently being processed, along with many sponsorships. Of our twelve disciplines within the performing arts, only two sub sections are capable of providing an opportunity for the entrants to strut their stuff by the submission of a pre-recorded video presentation. This, naturally, does not satisfy the requirements of competition whereby all are competing on a level playing field and the adjudicator is comparing like with like. Accordingly, the competitors will receive a crit only and there will be no placing and no prize awards. These activities include vocal solos (but not the Herald Sun Aria); piano and instrumental solos, provided there is sufficient interest. We are offering this opportunity in order to maintain contact and engender good will for future years.

Entries opened in February and were still coming in up until about mid-May when the ramifications of the pandemic began to take hold. While the society's staff is presently working from home - organising on-line board and subcommittee meetings, maintaining contact with sponsors and donors, refunding entries and other duties, we still have the financial burden of two rentals which are subject to leases commitments for both office and storage space.

The economic impact of the cancellation of the South Street season we know is well understood and appreciated by the many businesses interests operating in the local economy, and by the City of Ballarat at both officer and councillor levels, and so is not further addressed here.

### **THE REQUEST**

In view of the above it has not been possible to expend the funds of the grant in the manner originally intended by both parties. Therefore, the board of the Royal South Street Society respectfully requests that the council considers a partial redirection of these funds in the light of the present situation.

### **THE PROPOSAL FOR CONSIDERATION**

The stresses and strains of the last two years have taken their toll especially placing us under considerable financial strain. Accordingly, we consider it necessary that we have an external consultant conduct a thorough, forensic investigation of our entire modus operandi. This would naturally include our board and committee structures, sources of financial support and fund raising, and general financial governance and planning. I do hasten to add that, in my opinion, we have a competent Risk and Finance Committee, this committee contains people with strong financial skills, human resources, and business skills generally – however to be thorough and comprehensive, any review should examine all aspects of our operations. Preliminary enquiries indicate a cost for this exercise would be in the vicinity of \$15,000 to \$20,000. Such a project would have the purpose of ensuring our continued viability.

We would like to note that, like most Not for Profit organisations, we operate of fairly slim margins (this seems to be the nature of the beast for Not for Profits), and over the period since our establishment back in 1879, we have not had to seek financial help in the past from the city. Following the impact to our operations and revenue caused by the unexpected but necessary closure of Her Majesty's Theatre in 2018 and part closure in 2019, we did need to approach the council for help and we are grateful for the council's response by way of the Strategic Partnership Grant. Unfortunately, due to the Covid 19 pandemic we have not been able to fully utilise these funds in the manner set out in the terms of the grant.

The society, which has been conducting Australia's oldest eisteddfod since 1891, is extremely grateful that the city came to its aid last year by way of the Strategic Partnership. It is principally due to the consequences of the Covid 19 pandemic that the society respectfully request that the city considers this request which we feel will channel the present grant to a more productive use to our mutual benefit. This proposal will, we feel, underpin the future viability of the competitions and ensure that the Royal South Street Society can continue to contribute to the artistic, cultural, and economic wellbeing of our city.

Peter Zala

Chairman

**10.7. NIGHTINGALE STREET, NEWINGTON: ROAD DISCONTINUANCE/SALE**

**Division:** Infrastructure and Environment  
**Director:** Darren Sadler  
**Author/Position:** Linda Skewes – Property Officer

**OFFICER RECOMMENDATION**

**Council resolves to:**

- 1. Exercise the powers conferred by Clause 3 of Schedule 10 of the *Local Government Act 1989* to commence the statutory procedures to discontinue the road which is currently occupied as a shared driveway for vehicular access to both 13 and 15 Nightingale Street.**
- 2. Subject to satisfactory resolution of any submissions received in response to Section 223 of the *Local Government Act 1989*, delegate to the Chief Executive Officer to dispose of the land at market value.**

**EXECUTIVE SUMMARY**

A request has been received to discontinue a road to enable a re-establishment of the residential title boundary for the property at 13 Nightingale Street, Newington. As a result of historical circumstances, the subject road reserve, carriageway, vests in Council as per the *Local Government Act 1989*. The land is currently occupied as a shared driveway for vehicular access to both 13 and 15 Nightingale Street, Newington and is approximately 41 square metres. It is recommended that the statutory procedures to discontinue and close this road be undertaken to enable the sale of this land to 13 Nightingale Street, Newington, which will allow the owner to formalise their property boundaries and ownership. Further it is recommended that the Chief Executive Officer be delegated authority to formalise the disposal for the road reserve subject to any submission being appropriately resolved.

**RATIONALE**

A request has been received from the current owners of the residential title of 13 and 15 Nightingale Street, Newington to discontinue a road which will enable the property owners to re-establish the title boundaries and formalise ownership. The property owners propose to gain unencumbered ownership of the proposed discontinued road, consolidate the parcel with 13 Nightingale Street, Newington and propose another vehicle access to be provided on the west side of 15 Nightingale Street, Newington.



As stated on the title plans, this is a 'road' within the meaning of *the Local Government Act 1989* and vests in Council.

Information provided by the client representative details that the land shown pink in the above diagram is part of the land remaining un-transferred in Old Law Conveyance Book 268 No. 503. The last registered proprietor of the road reserve was William Farley, who became the owner in 1877.

The land shown pink in the above diagram is subject to registered carriageway easement recorded in Old Law Conveyancing Book 488 No. 749 (No. 13 Nightingale Street), and Book 492 No. 314 (15 Nightingale Street). These properties have appurtenant rights to use the land for carriageway.

As such, the land constitutes a 'right of way' within the definition of 'road' in Section 3(1) of the *Local Government Act 1989*.

The property owners have requested that in accordance with the *Local Government Act 1989* that Council exercise its powers pursuant to Schedule 10.

It is recommended that commencement of the statutory process to formalise the intent to extinguish the road reserve and the statutory process to dispose of the land be undertaken. This would include the Gazettal of Council's intent and formal notification around the discontinuance of the reserve.

Council would need to have regard to any submissions received in respect to the matter to determine a final position.

A valuation report has been prepared on behalf of the City of Ballarat on the 3 June 2020 with the market value being \$18,000.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- City of Ballarat Council Plan 2017-2021

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	Yes	No
<b>Environmental/Sustainability</b>	Yes	No
<b>Economic</b>	Yes	No
<b>Financial/Resources</b>	Yes	No
<b>Risk Management</b>	Yes	No
<b>Implementation and Marketing</b>	Yes	Yes
<b>Evaluation and Review</b>	Yes	Yes

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** – It is considered that there is unlikely to be any adverse social/cultural consequences associated with the consolidation of the road reserve affected into the title of 13 Nightingale Street, Newington. However, a formal process to determine if there are any concerns from other parties is required to be undertaken.

**Environmental/Sustainability** – It is considered that it is unlikely that there are any environmental/sustainability consequences. However, a formal process to determine if there are any concerns from other parties is required to be undertaken.

**Economic** – There are no adverse impacts envisaged from an economic perspective

**Financial/Resources** – The costs associated with the process recommended will be borne by the property owners as stated in their representative's letter, with any resultant income from the sale of the property to go to Council's land sales reserve.

**Risk Management** – The Gazettal process will identify any risks associated with the recommended approach.

**Implementation and Marketing** – As recommended, the intention to consider the discontinuance and closure of this road reserve will be subject to the formal Government Gazette process and public notification.

**Evaluation and Review** – The process identified includes the review mechanism of the public notification exercise.

## **CONSULTATION**

As recommended, the formal Gazettal and public notification will provide for the appropriate level of consultation in this instance.

Comment has been sought from various internal department and no objections have been received regarding discontinuing the road reserve.

## **OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

## **REFERENCE DOCUMENTS**

- Valuation
- Title Plan 003328L
- Title Plan 004059G
- Letter to Council

## **ATTACHMENTS**

1. 202003~1 [**10.7.1** - 2 pages]
2. DISCO N~1 [**10.7.2** - 54 pages]
3. T P 003328 L Plan [**10.7.3** - 3 pages]
4. T P 004059 G Plan [**10.7.4** - 3 pages]

**Beveridge Williams**



Our Ref: 2000205

11 March 2020

Darren Sadler  
 Executive Manager Property and Facilities  
 City of Ballarat  
 PO Box 655  
 Ballarat 3350

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 ABN 38 006 197 235

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beveridgewilliams.com.au

Delivered by email: [darrensadler@ballarat.vic.gov.au](mailto:darrensadler@ballarat.vic.gov.au)

Dear Darren,

**RE: Closure of Road Between 13 and 15 Nightingale Street, Newington**

We have been engaged by Jarrod Cosier, the owner of 13 and 15 Nightingale Street Newington, to investigate the reconfiguration of titles between the two properties. In summary No. 13 would like to gain unencumbered ownership of the 'driveway', with another vehicle access to be provided on the west side of No. 15.

We have enclosed Copies of title for 13 and 15 Nightingale Street, General Law title search results for the 'driveway', along with an aerial photo plan for your consideration.



As confirmed by the title searches:

- The land shown pink in the above diagram is part of the land remaining un-transferred in Old Law Conveyance Book 268 No.503. The last registered proprietor of the 'driveway' was William Farley, who became owner in 1877.





- The land shown pink in the above diagram is subject to registered carriageway easements recorded in Old Law Conveyance Books 488 No.749 (No. 13 Nightingale), and 492 No.314 (No. 15 Nightingale). These properties have appurtenant rights to use the land for carriageway.

As such, the land constitutes a 'right of way' within the definition of 'road' in Section 3(1) of the Local Government Act 1989.

It is our understanding that Council is therefore entitled to treat the land shown pink in the above diagram as a 'road' for the purposes of the Local Government Act 1989, including exercising Council's 'road' and 'traffic' powers pursuant to Schedules 10 and 11.

We are requesting that Council discontinue the road under Schedule 10 (Clause 3) of the Local Government Act 1989 and transfer the land to our client under Section 207D of the Local Government Act 1989.

All administrative, legal and survey costs would be borne by our client. Given that the closure would be completed at minimal cost to Council, the small-scale nature of the closure, and the limited utility of the land, we respectfully request that Council does not seek compensation for the land value.

We believe the road closure will result in a more orderly outcome for the land, providing clear ownership and ensuring that Council would have no ongoing responsibility for the road.

Could you please advise whether Council would be agreeable to assist with the road discontinuance and transfer processes outlined above?

On behalf of our client, we look forward to Council's response. In the meantime, should you have any queries in relation to this matter, please contact the undersigned on (03) 5327 2000 or at [martink@bevwill.com.au](mailto:martink@bevwill.com.au).

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Katherine Martin'.

**KATHERINE MARTIN**  
Town Planner / Surveyor  
BEVERIDGE WILLIAMS

**VRC Property**  
| Valuations | Research | Consulting

VRC Property Pty Ltd  
ABN 72 092 871 686  
1<sup>st</sup> Floor, 27-31 Myers Street,  
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Waum Ponds VIC 3216  
Phone: (03) 5222 6657  
valuer@vrcproperty.com.au  
www.vrcproperty.com.au

## Valuation Report



**Discontinued Road of 41 sq.m.  
Between 13 and 15 Nightingale Street  
Newington VIC 3350**

**Under Instructions from:**

Linda Skewes  
Property Officer  
City of Ballarat  
P.O. Box 655  
Ballarat VIC 3353

**Our Reference:**

4499

9<sup>th</sup> June 2020

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3. Property Planning Report

### Executive Summary:

<b>Property:</b>	Discontinued Road of 41 sq.m. Between 13 and 15 Nightingale Street, Newington VIC 3350
<b>Instructed By:</b>	Linda Skewes Property Officer City of Ballarat P.O. Box 655 Ballarat VIC 3353
<b>Instructions:</b>	<p>We have acted on written instructions from Linda Skewes of the City of Ballarat dated 2<sup>nd</sup> June 2020 to provide an assessment of current market value of the Discontinued Road of 41 sq.m. that is between 13 and 15 Nightingale Street, Newington for pre - sale purposes.</p> <p>We have specifically been requested to provide an assessment of current market value of the subject property (Discontinued Road of 41 sq.m.) on the following basis:</p> <ul style="list-style-type: none"> <li>• Assume the land area of the property is 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L (and Title Plan 4059G) and identified as 'Road A-1'.</li> <li>• At the date of valuation, no Certificate of Title exists as the property forms part of a road reserve.</li> <li>• Assume the subdivision of the subject property (Discontinued Road of 41 sq.m.) had occurred at the date of valuation and is to be sold to the abutting land owner (Jarrod Ronald Cosier) of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with the existing title of Lot 1 TP3328L.</li> <li>• Assume the roadway designation will be discontinued prior to any notional sale and at the date of valuation.</li> <li>• Assume the property will not have a carriageway (A-1) easement over property at the date of valuation.</li> <li>• Ballarat City Council may be required to publicly advertise the sale as part of the provisions of the Local Government Act.</li> </ul>

The valuation report has been prepared for the private and confidential use only of Linda Skewes of the Ballarat City Council for pre - sale purposes and it should not be reproduced in whole or in part or relied upon for any other purpose or by any other party. It is subject to the terms and conditions, disclaimers, qualifications, limitations and assumptions contained in the report and any annexures thereto. Only the client, who the report is specifically addressed, may rely upon the report, and only for the sole purpose as specified in the report.

The report is not to be used or relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. VRC Property and the Valuer accepts no liability for negligence and / or any other cause of action for any loss or damage suffered by a third party to whom the valuation report was not addressed.

No responsibility is accepted by the Valuer and / or Valuation Firm in the event that the client to which this report is specifically addressed, relies, uses and / or otherwise represents anything contained in the report for any other purpose apart from that expressly noted previously.

No responsibility is accepted by the Valuer and / or Valuation Firm to any other parties who rely, use, distribute, publish and / or otherwise represent anything contained in the report for any purpose.

This valuation has been prepared in accordance with the Valuation of Land Act 1960 and the Australian Property Institute's Practice Standards and Guidance Notes.

**Basis of Valuation:**

This valuation has been prepared on the basis of market value, as defined within the International Valuation Standards 1 (IVS1), and endorsed by the Australian Property Institute, as:

*"Market value is the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion".*

**Brief Description:**

The subject property (Discontinued Road) comprises a slightly irregular shaped allotment of land of 41 square metres that is situated on the southern side of Nightingale Street, Newington.

The subject property is currently occupied as a shared driveway for vehicular access to both 13 and 15 Nightingale Street, Newington.

If the property (Discontinued Road) is consolidated with 13 Nightingale Street, Newington, the land area will increase from 296 square metres to 337 square metres.

**Location:**

The property is located within the inner Ballarat suburb of Newington, approximately 1 kilometre south west of the Ballarat Central Business District. More specifically, the property is situated on the southern side of southern side of Nightingale Street, approximately 28 metres east of the Balaclava Street intersection.

**Planning:**

General Residential Zone – Schedule 1 (GRZ1)  
Design & Development Overlay – Schedule 20 (DDO20)  
Heritage Overlay (HO164)

**Title Particulars:**

At the date of valuation, the proposed Discontinued Road does not have a separate Certificate of Title as it currently forms part of a roadway.

We have been specifically instructed to assume the subject property (Discontinued Road of 41 sq.m.) has been subdivided at the date of valuation and is to be sold to the abutting land owner of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with their existing title.

As no Certificate of Title exists for the subject property (Discontinued Road), we have assumed:

- The subject property (Discontinued Road) is not subject to any reservations, restrictions, encroachments, encumbrances, caveats, notices, easements, leases or rights of way, other than those disclosed in the report, that adversely affect the subject property. If a land reservation, encroachment, encumbrance, caveat, notice, easement, lease or right of way exists on the land parcel (other than noted in the report), or if there are errors known on the title information, then VRC Property must be notified, and we reserve the right to review our valuation. We reserve the right to review our assessment of value upon the provision of the single (consolidated) Certificate of Title.



**Valuation Report**  
 Discontinued Road of 41 sq.m.  
 Between 13 and 15 Nightingale Street, Newington

- Ballarat City Council is the administrator and is authorised to deal with the sale of the subject property (Discontinued Road).

The proposed Discontinued Road is used as a carriageway for vehicular access to 13 and 15 Nightingale Street, Newington. The Discontinued Road is noted as being A-1 Carriageway/Way for land benefitted/in favour of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135 A-1 carriageway originating from Book 488 No. 749) and 15 Nightingale Street, Newington (Lot 1 TP4059G Vol. 10228 Fol. 229 A-1 carriageway originating from Book 488 No. 749) We have been instructed to assume, at the date of valuation, the roadway designation is discontinued and property does not have a carriageway easement (A-1) over the property for land benefitted/in favour of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) or 15 Nightingale Street, Newington (Lot 1 TP4059G Vol. 10228 Fol. 229).

We have assumed the proposed discontinued road is not subject to any building or fencing encroachments onto the proposed discontinued road.

**Registered Proprietor:** As the subject property is not subject to a Certificate of Title, we are unaware of who the registered proprietor is. Given we are completing the valuation for the City of Ballarat, we have assumed that they are the registered proprietor of the proposed discontinued road and have the legal right to sell the subject land.

**Land Area:** 41 square metres (approximately)

For the purpose of our valuation, we have been instructed to adopt the land area of 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L and Title Plan 4059G and identified as 'Road A-1'.

**Occupancy Status:** Vacant land.

The proposed discontinued road is used as a carriageway for vehicular access to 13 and 15 Nightingale Street, Newington. We have been instructed to assume there is no carriageway easement over the land at the date of valuation.

**Interest Valued:** Freehold

**Date of Inspection:** 3<sup>rd</sup> June 2020

**Date of Valuation:** 3<sup>rd</sup> June 2020

**Valuation:** **\$18,000**

**EIGHTEEN THOUSAND DOLLARS**

The above value is inclusive of Goods and Services Tax, if applicable.

**Important Notes:** Given the unknown impact the current COVID-19 outbreak will have on the market that the property/asset is transacted and / or valued in, we have included a Significant Valuation Uncertainty Disclosure in our valuation report. This valuation is subject to the terms and conditions, assumptions, limitations, disclaimers and qualifications contained in this valuation report and any annexures thereto.

**This executive summary must not be read in isolation and must be read in conjunction with the entire report, including all Annexures, 'Assumptions and Limitations' and 'Qualifications and Disclaimers'.**



#### Assumptions and Limitations:

We detail the assumptions made by the valuer in performing this valuation:

- Due to the overall shape of the property (Discontinued Road), distance of boundaries and fencing, actual dimensions could not be verified and this assessment relies on the land area of approximately 41 square metres (dimensions of approximately 3.05 metres wide and approximately 14.96 metres long) as calculated using the measurements on Title Plan 3328L (Lot 1 TP3328L – 13 Nightingale Street) and Title Plan 4059G (Lot 1 TP4059G – 15 Nightingale Street) and identified as “Road A-1” on the Title Plans. We recommend a formal survey be performed and we reserve the right to review our valuation upon review of the formal survey. If there is a change in the area of land, or the location of the proposed property, then we reserve the right to review our valuation.
- At the date of inspection, we noted that the connecting distance of the subject property to Balaclava Street was measured at 28 metres (according to existing boundary fencing) as opposed to the 27.23 metres stated on Title Plan 3328L. The frontage of the subject property (Discontinued Road) was approximately three (3) metres in width. We recommend a formal survey be performed by a qualified surveyor to ensure current boundary alignments are in accordance with the Title Plan 3328L and Title Plan 4059G.
- The proposed Discontinued Road is used as a carriageway for vehicular access to 13 and 15 Nightingale Street, Newington. The Discontinued Road is noted as being Carriageway/Way (A-1) for land benefitted/in favour of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135 A-1 carriageway originating from Book 488 No. 749) and 15 Nightingale Street, Newington (Lot 1 TP4059G Vol. 10228 Fol. 229 carriageway (A-1) originating from Book 488 No. 749). We have been instructed, at the date of valuation, to assume the property roadway designation is discontinued and the property does not have a carriageway (A-1) easement over the property for land benefitted/in favour of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) or 15 Nightingale Street, Newington (Lot 1 TP4059G Vol. 10228 Fol. 229). We have been further instructed to assume new vehicular access will be established on the western side of the dwelling on 15 Nightingale Street (Lot 1 TP4059G) and therefore the property of 15 Nightingale Street will no longer have access to the proposed discontinued road. We make special note the registered proprietor is Jarrod Ronald Cosier for Lot 1 TP3328L (Vol. 10249 Fol. 135) and the registered proprietor is Jarrod Ronald Cosier and Misty Lee Glasson for Lot 1 TP4059G (Vol. 10228 Fol. 229). We have assumed the discontinued road is not subject to adverse possession claims and there are no implied carriageway easement over any part of the land.
- We have assumed the property once the roadway is discontinued, is not affected by any easements or restrictions that would affect the highest and best use of the property.
- At the date of valuation, the subject property is not subject to a Certificate of Title. We have been provided with a Title Plan 3328L and Title Plan 4059G which does not show the subject property to have a separate allotment; however is part of a discontinued road. As we are providing a current market valuation for pre-sale purposes, we have assumed that if the proposed discontinued road was to be sold, Ballarat City Council would waive their rights to use the property as a road and therefore the property could be used / developed as the new owner wishes (subject to council approval). We have assumed the property once the roadway is discontinued, is not affected by any easements or restrictions that would affect the highest and best use of the property.
- As no Certificate of Title exists for the subject property (Discontinued Road), we have assumed:
  - The subject property (Discontinued Road) is not subject to any reservations, restrictions, encroachments, encumbrances, caveats, notices, easements, leases nor rights of way, other than those disclosed in the report, that adversely affect the subject property. If a land reservation, encroachment, encumbrance, caveat, notice, easement, lease or right of way exists on the land parcel (other than noted in the report), or if there are errors known on the title information, then VRC Property must be notified, and we reserve the right to review our valuation. We reserve the right to review our assessment of value upon the provision of the single (consolidated) certificate of title.
  - Ballarat City Council is the administrator and is authorised to deal with the sale of the subject property (Discontinued Road).
  - There are no encroachments by or upon the property and this should be confirmed by a current survey and / or advice from a registered surveyor. We recommend a formal survey be performed and we reserve the right to review our valuation upon review of the formal survey.
- No investigation has been made of and no responsibility is assumed for, the legal description or for legal matters, including the title or encumbrances.

- At the date of valuation, the subject property is currently not titled as a single parcel of land. In accordance with our instructions we have assumed the property will be consolidated with 13 Nightingale Street, Newington. We reserve the right to review and, if necessary, vary the valuation upon receipt of an approved Title Plan and Plan of Consolidation.
- The property has been valued as if unencumbered by any lease and on a vacant possession basis.
- VRC Property does not carry out any investigations on site or off site or by enquiry to determine the ground/soil beneath the surface or undertaken any vegetation or soil sampling. This report is on the basis that no contamination of the land exists. The client should engage appropriate professionals to advise in this regard.
- Our valuation is completed on the assumption that there are no environmental problems in any way affecting the subject property, including soil contamination, surface or sub surface conditions, toxic or hazardous wastes or building material hazardous in the property that may adversely affect its existing or potential use and our assessment of value. Should it subsequently transpire that an expert report establishes that there are such matters of environmental concern, or such matters become known or discovered, no reliance should be placed on our assessment of value unless we have been advised of such matters and we have confirmed that our assessment of value is not affected. We reserve the right to review this valuation to determine the impact such environmental matters has on the property and our assessment of value
- The client acknowledges and recognises that VRC Property is not an expert in identifying environmental hazards and compliance requirements affecting the property. VRC Property does not have the expertise to be able to prepare an environmental audit report and any valuation report by VRC Property will not in any way constitute an environmental audit. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert. VRC Property will not be liable nor responsible for failure to identify all such matters of environmental concern and the impact which an environmental related issue has on the property and its value including loss arising from;
  - site contamination;
  - the non-compliance with any environmental laws; or
  - costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the Environmental Protection Authority to recover clean-up costs pursuant to the Environmental Protection Act.
- VRC Property does not carry out investigations on site in order to determine the suitability of ground conditions and services for new developments. This report is on the basis that these aspects are satisfactory.
- Any notional sale would have the terms of ten percent (10%) deposit upon signing the contract of sale with balance payable in 60/90 days.
- The valuation is determined upon the property information, title information and information supplied by client is correct and full disclosure of all information and facts and expert advice which may affect the valuation has been made to us.
- Market Uncertainty comes about when a market, as at the valuation date, is disrupted by current or very recent events. Such as the current COVID-19 outbreak and the change to a law or regulation which resets or disrupts a market sector. In the real estate market, such events result in Significant Valuation Uncertainty as the only evidence available to be considered by the Valuer is to have most likely taken place before the event occurred and the impact of which was not reflected in the market evidence. The impact will not be known until the market has stabilised and a new normal is in place. We disclose our 'Significant Valuation Uncertainty' disclosure below:
 

*The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020.*

*We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.*

*The real estate market that the property/asset is transacted and/or valued in is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty.*

*This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.*

*Given the valuation uncertainty noted, we recommend that the user (client) of this report review this valuation periodically.*



## VRC Property

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**Valuation Report**  
Discontinued Road of 41 sq.m.  
Between 13 and 15 Nightingale Street, Newington

- This valuation has been prepared on the assumptions outlined in the 'Qualifications & Disclaimers' section at the end of this report.

We detail the assumptions required by the client or limitations imposed on the valuer in performing this valuation:

- We have specifically been requested to provide an assessment of current market value of the subject property (Discontinued Road of 41 sq.m.) on the following basis:
  - Assume the land area of the property is 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L (and Title Plan 4059G) and identified as "Road A-1".
  - At the date of valuation, no Certificate of Title exists as the property forms part of a road reserve.
  - Assume the subdivision of the subject property (Discontinued Road of 41 sq.m.) had occurred at the date of valuation and is to be sold to the abutting land owner (Jarrod Ronald Cosier) of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with the existing title of Lot 1 TP3328L.
  - Assume the roadway designation will be discontinued prior to any notional sale and at the date of valuation.
  - Assume the property will not have a carriageway easement (A-1) over property at the date of valuation.
  - Ballarat City Council may be required to publicly advertise the sale as part of the provisions of the Local Government Act.

Liability limited by a scheme approved under Professional Standards Legislation.

VRC Property Pty Ltd



**Michael Marsiglio AAPI**  
Certified Practising Valuer  
API Member No. 63349

Dated: 9<sup>th</sup> June 2020

## 1. Instructions:

We have acted on written instructions from Linda Skewes of the City of Ballarat dated 2<sup>nd</sup> June 2020 to provide an assessment of current market value of the Discontinued Road of 41 sq.m. that is between 13 and 15 Nightingale Street, Newington for pre - sale purposes.

We have specifically been requested to provide an assessment of current market value of the subject property (Discontinued Road of 41 sq.m.) on the following basis:

- Assume the land area of the property is 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L (and Title Plan 4059G) and identified as 'Road A-1'.
- At the date of valuation, no Certificate of Title exists as the property forms part of a road reserve.
- Assume the subdivision of the subject property (Discontinued Road of 41 sq.m.) had occurred at the date of valuation and is to be sold to the abutting land owner (Jarrod Ronald Cosier) of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with the existing title of Lot 1 TP3328L.
- Assume the roadway designation will be discontinued prior to any notional sale and at the date of valuation.
- Assume the property will not have a carriageway easement (A-1) over property at the date of valuation.
- Ballarat City Council may be required to publicly advertise the sale as part of the provisions of the Local Government Act.

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The report is not to be used or relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. VRC Property and the Valuer accepts no liability for negligence and / or any other cause of action for any loss or damage suffered by a third party to whom the valuation report was not addressed.

No responsibility is accepted by the Valuer and / or Valuation Firm in the event that the client to which this report is specifically addressed, relies, uses and / or otherwise represents anything contained in the report for any other purpose apart from that expressly noted previously.

No responsibility is accepted by the Valuer and / or Valuation Firm to any other parties who rely, use, distribute, publish and / or otherwise represent anything contained in the report for any purpose.

This valuation has been prepared in accordance with the Valuation of Land Act 1960 and the Australian Property Institute's Practice Standards and Guidance Notes.

We have been provided with the following information in undertaking our valuation:

- Instructions
- Title Plan 3328L and Title Plan 4059G
- Email from Linda Skewes dated 9<sup>th</sup> June 2020

We confirm that the valuer does not have any pecuniary interest that would conflict with the proper valuation of the property, has the appropriate experience in the valuation of this style of property, and is legally permitted to value such property in the State of Victoria.

### Assumptions and Limitations

We detail the assumptions made by the valuer in performing this valuation:

- Due to the overall shape of the property (Discontinued Road), distance of boundaries and fencing, actual dimensions could not be verified and this assessment relies on the land area of approximately 41 square metres (dimensions of approximately 3.05 metres wide and approximately 14.96 metres long) as calculated using the measurements on Title Plan 3328L (Lot 1 TP3328L – 13 Nightingale Street) and Title Plan 4059G (Lot 1 TP4059G – 15 Nightingale Street) and identified as "Road A-1" on the Title Plans. We recommend a formal survey be performed and we reserve the right to review our valuation upon review of the formal survey. If there is a change in the area of land, or the location of the proposed property, then we reserve the right to review our valuation.
- At the date of inspection, we noted that the connecting distance of the subject property to Balaclava Street was measured at 28 metres (according to existing boundary fencing) as opposed to the 27.23 metres stated on Title Plan 3328L. The frontage of the subject property (Discontinued Road) was approximately three (3) metres in width. We recommend a formal survey be performed by a qualified surveyor to ensure current boundary alignments are in accordance with the Title Plan 3328L and Title Plan 4059G.
- The proposed Discontinued Road is used as a carriageway for vehicular access to 13 and 15 Nightingale Street, Newington. The Discontinued Road is noted as being Carriageway/Way (A-1) for land benefitted/in favour of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135 A-1 carriageway originating from Book 488 No. 749) and 15 Nightingale Street, Newington (Lot 1 TP4059G Vol. 10228 Fol. 229 A-1 carriageway originating from Book 488 No. 749). We have been instructed, at the date of valuation, to assume the property roadway designation is discontinued and the property does not have a carriageway (A-1) easement over the property for land benefitted/in favour of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) or 15 Nightingale Street, Newington (Lot 1 TP4059G Vol. 10228 Fol. 229). We have been further instructed to assume new vehicular access will be established on the western side of the dwelling on 15 Nightingale Street (Lot 1 TP4059G) and therefore the property of 15 Nightingale Street will no longer have access to the proposed discontinued road. We make special note the registered proprietor is Jarrod Ronald Cosier for Lot 1 TP3328L (Vol. 10249 Fol. 135) and the registered proprietor is Jarrod Ronald Cosier and Misty Lee Glasson for Lot 1 TP4059G (Vol. 10228 Fol. 229). We have assumed the discontinued road is not subject to adverse possession claims and there are no implied carriageway easement over any part of the land.
- We have assumed the property once the roadway is discontinued, is not affected by any easements or restrictions that would affect the highest and best use of the property.
- At the date of valuation, the subject property is not subject to a Certificate of Title. We have been provided with a Title Plan 3328L and Title Plan 4059G which does not show the subject property to have a separate allotment; however is part of a discontinued road. As we are providing a current market valuation for pre-sale purposes, we have assumed that if the proposed discontinued road was to be sold, Ballarat City Council would waive their rights to use the property as a road and therefore the property could be used / developed as the new owner wishes (subject to council approval). We have assumed the property once the roadway is discontinued, is not affected by any easements or restrictions that would affect the highest and best use of the property.
- As no Certificate of Title exists for the subject property (Discontinued Road), we have assumed:
  - The subject property (Discontinued Road) is not subject to any reservations, restrictions, encroachments, encumbrances, caveats, notices, easements, leases nor rights of way, other than those disclosed in the report, that adversely affect the subject property. If a land reservation, encroachment, encumbrance, caveat, notice, easement, lease or right of way exists on the land parcel (other than noted in the report), or if there are errors known on the title information, then VRC Property must be notified, and we reserve the right to review our valuation. We reserve the right to review our assessment of value upon the provision of the single (consolidated) certificate of title.
  - Ballarat City Council is the administrator and is authorised to deal with the sale of the subject property (Discontinued Road).
  - There are no encroachments by or upon the property and this should be confirmed by a current survey and / or advice from a registered surveyor. We recommend a formal survey be performed and we reserve the right to review our valuation upon review of the formal survey.
- No investigation has been made of and no responsibility is assumed for, the legal description or for legal matters, including the title or encumbrances.

## VRC Property

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### Valuation Report

Discontinued Road of 41 sq.m.  
Between 13 and 15 Nightingale Street, Newington

- At the date of valuation, the subject property is currently not titled as a single parcel of land. In accordance with our instructions we have assumed the property will be consolidated with 13 Nightingale Street, Newington. We reserve the right to review and, if necessary, vary the valuation upon receipt of an approved Title Plan and Plan of Consolidation.
- The property has been valued as if unencumbered by any lease and on a vacant possession basis.
- VRC Property does not carry out any investigations on site or off site or by enquiry to determine the ground/soil beneath the surface or undertaken any vegetation or soil sampling. This report is on the basis that no contamination of the land exists. The client should engage appropriate professionals to advise in this regard.
- Our valuation is completed on the assumption that there are no environmental problems in any way affecting the subject property, including soil contamination, surface or sub surface conditions, toxic or hazardous wastes or building material hazardous in the property that may adversely affect its existing or potential use and our assessment of value. Should it subsequently transpire that an expert report establishes that there are such matters of environmental concern, or such matters become known or discovered, no reliance should be placed on our assessment of value unless we have been advised of such matters and we have confirmed that our assessment of value is not affected. We reserve the right to review this valuation to determine the impact such environmental matters has on the property and our assessment of value
- The client acknowledges and recognises that VRC Property is not an expert in identifying environmental hazards and compliance requirements affecting the property. VRC Property does not have the expertise to be able to prepare an environmental audit report and any valuation report by VRC Property will not in any way constitute an environmental audit. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert. VRC Property will not be liable nor responsible for failure to identify all such matters of environmental concern and the impact which an environmental related issue has on the property and its value including loss arising from;
  - site contamination;
  - the non-compliance with any environmental laws; or
  - costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the Environmental Protection Authority to recover clean-up costs pursuant to the Environmental Protection Act.
- VRC Property does not carry out investigations on site in order to determine the suitability of ground conditions and services for new developments. This report is on the basis that these aspects are satisfactory.
- Any notional sale would have the terms of ten percent (10%) deposit upon signing the contract of sale with balance payable in 60/90 days.
- The valuation is determined upon the property information, title information and information supplied by client is correct and full disclosure of all information and facts and expert advice which may affect the valuation has been made to us.
- Market Uncertainty comes about when a market, as at the valuation date, is disrupted by current or very recent events. Such as the current COVID-19 outbreak and the change to a law or regulation which resets or disrupts a market sector. In the real estate market, such events result in Significant Valuation Uncertainty as the only evidence available to be considered by the Valuer is to have most likely taken place before the event occurred and the impact of which was not reflected in the market evidence. The impact will not be known until the market has stabilised and a new normal is in place. We disclose our 'Significant Valuation Uncertainty' disclosure below:
 

*The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020.*

*We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.*

*The real estate market that the property/asset is transacted and/or valued in is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty.*

*This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.*

*Given the valuation uncertainty noted, we recommend that the user (client) of this report review this valuation periodically.*

- This valuation has been prepared on the assumptions outlined in the 'Qualifications & Disclaimers' section at the end of this report.

We detail the assumptions required by the client or limitations imposed on the valuer in performing this valuation:

- We have specifically been requested to provide an assessment of current market value of the subject property (Discontinued Road of 41 sq.m.) on the following basis:
  - Assume the land area of the property is 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L (and Title Plan 4059G) and identified as "Road A-1".
  - At the date of valuation, no Certificate of Title exists as the property forms part of a road reserve.
  - Assume the subdivision of the subject property (Discontinued Road of 41 sq.m.) had occurred at the date of valuation and is to be sold to the abutting land owner (Jarrod Ronald Cosier) of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with the existing title of Lot 1 TP3328L.
  - Assume the roadway designation will be discontinued prior to any notional sale and at the date of valuation.
  - Assume the property will not have a carriageway easement (A-1) over property at the date of valuation.
  - Ballarat City Council may be required to publicly advertise the sale as part of the provisions of the Local Government Act.

## 2. Basis of Valuation:

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This valuation has been prepared on the basis of market value, as defined within the International Valuation Standards 1 (IVS1), and endorsed by the Australian Property Institute, as:

*"Market value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".*

## 3. Date of Valuation:

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Our valuation has been assessed as at the 3<sup>rd</sup> June 2020 based on our inspection of the same date.

## 4. Location and Locality

### 4.1. Overview:

The property is located within the inner Ballarat suburb of Newington, approximately 1 kilometre south west of the Ballarat Central Business District.

More specifically, the property is situated on the southern side of southern side of Nightingale Street, approximately 28 metres east of the Balaclava Street intersection.

The following map highlights the location of the subject property.



Source: Google Maps

### 4.2. Surrounding Development:

Surrounding properties comprise predominantly single level weatherboard and brick dwellings built in the 1890's - 1940's period.

Services and facilities provided in the nearby area include:

- Western Oval and Victoria Park
- Urquhart Park Primary School and Ballarat Clarendon College

The Ballarat Railway Station is located approximately 2 kilometres north east of the subject property.

### 4.3. Transport Infrastructure:

The subject property provides good transport linkages to the local arterial roads of Pleasant Street South, the Midland Highway and Sturt Street.

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## Valuation Report

Discontinued Road of 41 sq.m.  
Between 13 and 15 Nightingale Street, Newington

### 4.4. Aerial Photo of the Subject Property:

The following aerial photo highlights the location of the property (Discontinued Road), outlined in red for illustrative purposes only.



Source: Google Maps

## 5. Title and Property Detail:

### 5.1. Legal Description:

The subject property does not have a separate Certificate of Title as it is currently designated as a roadway.

We have specifically been requested to provide an assessment of current market value of the subject property (Discontinued Road of 41 sq.m.) on the following basis:

- Assume the land area of the property is 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L (and Title Plan 4059G) and identified as "Road A-1".
- At the date of valuation, no Certificate of Title exists as the property forms part of a road reserve.
- Assume the subdivision of the subject property (Discontinued Road of 41 sq.m.) had occurred at the date of valuation and is to be sold to the abutting land owner (Jarrod Ronald Cosier) of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with the existing title of Lot 1 TP3328L.
- Assume the roadway designation will be discontinued prior to any notional sale and at the date of valuation.
- Assume the property will not have a carriageway easement (A-1) over property at the date of valuation.
- Ballarat City Council may be required to publicly advertise the sale as part of the provisions of the Local Government Act.

### 5.2. Restrictions, Encumbrances, etc noted on Title:

As no Certificate of Title exists for the subject property (Discontinued Road), we have assumed:

- The subject property (Discontinued Road) is not subject to any reservations, restrictions, encroachments, encumbrances, caveats, notices, easements, leases or rights of way, other than those disclosed in the report, that adversely affect the subject property. If a land reservation, encroachment, encumbrance, caveat, notice, easement, lease or right of way exists on the land parcel (other than noted in the report), or if there are errors known on the title information, then VRC Property must be notified, and we reserve the right to review our valuation. We reserve the right to review our assessment of value upon the provision of the single (consolidated) Certificate of Title.
- Ballarat City Council is the administrator and is authorised to deal with the sale of the subject property (Discontinued Road).
- The proposed discontinued road is not subject to any building or fencing encroachments.

We have been instructed to assume the property does not have a carriageway (A-1) easement over property at the date of valuation.

### 5.3. Registered Proprietor:

As the subject property is not subject to a Certificate of Title, we are unaware of who the registered proprietor is. Given we are completing the valuation for the City of Ballarat, we have assumed that they are the registered proprietor of the proposed discontinued road and have the legal right to sell the subject land.

### 5.4. Identification:

The subject property has been identified by reference to Title Plan 3328L and Title Plan 4059G searched on the 1<sup>st</sup> June 2020.

At the date of inspection, we noted that the connecting distance of the subject property to Balaclava Street was measured at 28 metres (according to existing boundary fencing) as opposed to the 27.23 metres stated on Title Plan 3328L. The frontage of the subject property (Discontinued Road) was approximately three (3) metres in width. We suggest a surveyor is engaged to ensure current boundary alignments are in accordance with the Title Plan 3328L and Title Plan 4059G.



**5.5. Land Area:**

We have calculated the land area from the dimensions shown on Title Plan 3328L and Title Plan 4059G and identified as "Road A-1" to be 41 square metres.

The property is slightly irregular in shape with the title boundaries as shown on Title Plan 3328L and Title Plan 4059G having the following dimensions:

Boundary	Length
Northern: (Nightingale Street)	3.05 metres
Eastern:	14.96 metres*
Southern	0 metres
Western:	14.96 metres*

\* Over multiple alignments

If there is any doubt in respect of survey matters, we recommend that a check survey be undertaken by a qualified surveyor. If expert advice is sought in this regard, the expert advice should be referred to VRC Property, and we reserve the right to review this valuation.

**5.6. Encroachments:**

This report is not a site survey and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection of the property and review of Title Plan 3328L and Title Plan 4059G.

From inspection, it is noted the adjoining buildings and fencing are erected on or near the side and rear boundaries, which suggests possible encroachments; however, a survey has not been sighted to verify the exact location of boundaries and any possible encroachments.

This valuation is subject to there being no encroachments by or upon the property and this should be confirmed by a current survey and / or advice from a registered surveyor. We recommend that a check survey be undertaken by a qualified surveyor. We reserve the right to review our valuation upon review of the formal survey.

**5.7. Topography:**

The subject property is level in topography.


**5.8. Vehicular Access and Road Construction:**

The subject property is accessed via a concrete / gravel crossover off Nightingale Street, a sealed bitumen roadway with gravel shoulders, concrete footpaths and open bluestone drainage.

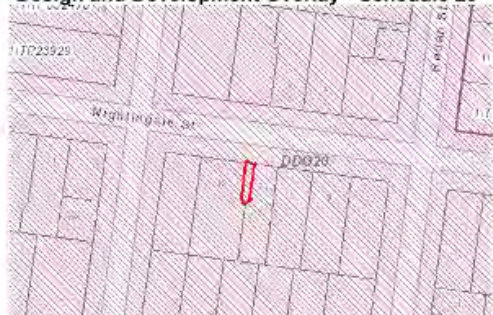

## 6. Planning Control

### 6.1. Zone and Scheme Reference:

The property is currently zoned 'General Residential - Schedule 1' by virtue of the of the City of Ballarat Planning Scheme.

Zone:	Purpose of Zone:
<p><b>'General Residential Zone - Schedule 1'</b></p> 	<ul style="list-style-type: none"> <li>To implement the Municipal Planning Strategy and the Planning Policy Framework.</li> <li>To encourage development that respects the neighbourhood character of the area.</li> <li>To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.</li> <li>To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.</li> </ul>

The property is subject to the following planning overlays:

Zone:	Purpose of Overlay:
<p><b>'Design and Development Overlay - Schedule 20'</b></p> 	<ul style="list-style-type: none"> <li>To implement the Municipal Planning Strategy and the Planning Policy Framework.</li> <li>To identify areas which are affected by specific requirements relating to the design and built form of new development.</li> </ul>
<p><b>'Heritage Overlay - Schedule HO164'</b></p> 	<ul style="list-style-type: none"> <li>To implement the Municipal Planning Strategy and the Planning Policy Framework.</li> <li>To conserve and enhance heritage places of natural or cultural significance.</li> <li>To conserve and enhance those elements which contribute to the significance of heritage places.</li> <li>To ensure that development does not adversely affect the significance of heritage places.</li> <li>To conserve specified heritage places by allowing a use that would otherwise be prohibited if this will demonstrably assist with the conservation of the significance of the heritage place.</li> </ul>

We note we have not sighted a current planning certificate for the subject property.

The planning information contained in this report has been obtained from the Department of Environment, Land, Water and Planning website. We have relied upon this information in assessing the value of the property. We do not accept responsibility for any consequential error or defect in the valuation which has resulted from any error, omission or inaccuracy in this information.

### 6.2. Allowable Uses without Consent:

The General Residential zone encourages residential development, with the surrounding properties being used for residential purposes.

### 6.3. Existing, Prior and / or Proposed uses:

Given the small land area of the property (Discontinued Road), the highest and best use is regarded to be for residential purposes in conjunction with 13 Nightingale Street, Newington.

### 6.4. Heritage Implications:

The subject property is affected by Schedule HO164 to the Heritage Overlay. This is a precinct wide overlay that is known as the 'West Ballarat Heritage Precinct' which states that tree controls apply.

### 6.5. Environmental and contamination:

We take this opportunity to advise that VRC Property Pty Ltd and its staff are not environmental auditors and will not be liable nor responsible for failure to identify all matters of environmental concern and the impact which an environmental related issue has on the property and its value.

This report is not an environmental audit and no advice given in any way relating to environmental matters. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert.

The use and occupation of the land recently has been as a road reserve (used as a shared carriageway / driveway by 13 and 15 Nightingale Street, Newington). We have assumed this has been the historic use of the property too. At the date of inspection, we have no knowledge of any contamination of the land. Based on our site observations, no obvious environmental problems were apparent.

We have not been provided with an environmental audit, nor are we aware of the property valued being affected by soil contamination, environmental problems including soil contamination, surface and ground conditions, toxic or hazardous wastes or building material hazards. We have not investigated the site beneath the surface or undertaken vegetation or soil sampling. If contamination of the land is found to exist this would seriously impact upon the assessed value resulting in a reduction of our valuation.

Accordingly, our valuation is made on the assumption that there a no environmental problems in any way affecting the property.

We therefore reserve the right to review and if necessary, vary the valuation figure if any contamination or other environmental hazard is found to exist.

## 7. Services:

We have assumed the subject property is able to be serviced with the following;

- Electricity
- Mains water
- Mains gas
- Mains sewerage
- Telephone

### 8. Photos of the Subject Property:

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### 9. Occupancy:

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The subject property is a vacant allotment of land that is used as a shared driveway / carriageway for the properties at 13 and 15 Nightingale Street, Newington.

We have been instructed to assume there is no carriageway easement over the land at the date of valuation.

### 10. Sales History:

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We are unaware of any sales transactions for the subject property.

## 11. Sales Analysis:

In forming our assessment of market value of the underlying land that is applicable to the subject property, we have researched sales throughout Ballarat.

Our analysis has been based on various sources of information. While we believe the information to be accurate, not all details have been formally verified. Kerbside inspections have been completed.

Address:	Sale Price:	Sale Date:	Land Area:	Land Rate
<b>1A Shelley Street, Wendouree</b>	\$138,000	February 2020	296 sq.m.	\$466 p.s.m.
Comments:	Comprises a rectangular shaped allotment of vacant land that is situated on the western side of Shelley Street, within an established residential neighbourhood. Positioned just off the Howitt Street commercial strip.			
Comparison:	A larger sized allotment of land that is situated in a slightly superior location. Regarded as a comparable land value rate per square metre to the subject property.			
<b>3 Richardson Street, Ballarat East</b>	\$140,000	July 2019	328 sq.m.	\$427 p.s.m.
Comments:	Comprises a rectangular shaped allotment of vacant land that is situated on the western side of Richardson Street, within an established residential neighbourhood. Positioned along a gravel roadway in a slightly elevated position. Level allotment of land.			
Comparison:	A larger sized allotment of land that is situated in a comparable location. Regarded as an inferior land value rate per square metre to the subject property.			
<b>2 / 10A Longley Street, Alfredton</b>	\$183,000	September 2019	397 sq.m.	\$461 p.s.m.
Comments:	Comprises a battleaxe shaped allotment of vacant land that is situated on the western side of Longley Street, within an established residential neighbourhood. Positioned just off the Sturt Street (close to the ALDI Supermarket and the Ballarat High School).			
Comparison:	A larger sized allotment of land that is situated in a comparable location. Battleaxe shaped. Regarded as a comparable land value rate per square metre to the subject property.			
<b>701 South Street, Ballarat Central</b>	\$400,000	November 2019	710 sq.m.	\$563 p.s.m.
Comments:	Comprises a basically rectangular shaped allotment of vacant land that is situated on the southern side of South Street, within an established residential neighbourhood. Rear access is provided via Freehold Place.			
Comparison:	A larger sized allotment of land that is situated in close proximity to the subject property. Dual street frontages allow for the potential for a multi-unit development. Regarded as a superior land value rate per square metre to the subject property.			
<b>15 Nightingale Street, Newington</b>	\$450,000	September 2019	541 sq.m.	\$480 p.s.m. (exc. imps)
Comments:	Comprises a rectangular shaped allotment of land that is situated on the southern side of Nightingale Street, within an established residential area. Vehicular access is provided via a shared driveway.  The site is improved with a single level, three (3) bedroom weatherboard dwelling constructed circa the 1920's and in a Californian Bungalow style. The dwelling presents in an average condition; albeit with some period appeal internally. A double garage complements the dwelling. We have notionally apportioned a value of \$190,000 for the improvements on site, which equates to an analysed land value of \$260,000 (\$480 p.s.m)			
Comparison:	A larger sized allotment of land that adjoins the subject property. Regarded as a comparable land value rate per square metre to the subject property.			

## 12. Valuation Rationale:

The International Valuation Guidance Note No 1, and endorsed by the Australian Property Institute states that the sales comparison technique for land valuation involves direct comparison of the subject property with similar land parcels for which actual data on recent market transactions are available. The comparable market evidence is broken down into units of comparison and could include dollars per square metre (for retail, office and residential properties) and per hectare for rural and englobo development land properties. The units of comparison that are applicable to a particular valuation task depend upon the market behaviour.

In reality, for residential properties, prospective purchasers do not make an assessment of market value based on a mathematical formula. They do however make direct comparisons to other properties that have sold and make both quantitative and qualitative adjustments. We as valuers perform analysis in an attempt to match the purchaser decision and sentiment at the relevant date.

To make direct comparisons between a comparable sale property and the subject property, quantitative and / or qualitative adjustments based on differences in the elements of comparison may be required by the valuer. Adjustments can narrow the differences between each comparable and the subject. We have analysed the sales evidence using a unit of comparison of rate per square metre of land area.

In forming our valuation for the subject property as a single titled, cleared vacant parcel of land, the following have been central in our deliberations:

- We have specifically been requested to provide an assessment of current market value of the subject property (Discontinued Road of 41 sq.m.) on the following basis:
  - Assume the land area of the property is 41 square metres (approximately 3.05 metres wide by 14.96 metres long) as calculated using the measurements on Title Plan 3328L (and Title Plan 4059G) and identified as 'Road A-1'.
  - At the date of valuation, no Certificate of Title exists as the property forms part of a road reserve.
  - Assume the subdivision of the subject property (Discontinued Road of 41 sq.m.) had occurred at the date of valuation and is to be sold to the abutting land owner (Jarrod Ronald Cosier) of 13 Nightingale Street, Newington (Lot 1 TP3328L Vol. 10249 Fol. 135) for consolidation with the existing title of Lot 1 TP3328L.
  - Assume the roadway designation will be discontinued prior to any notional sale and at the date of valuation.
  - Assume the property will not have a carriageway easement (A-1) over property at the date of valuation.
  - Ballarat City Council may be required to publicly advertise the sale as part of the provisions of the Local Government Act.
- The location of the property within Newington, an established inner Ballarat suburb that appears to be well - regarded by purchasers. Nightingale Street is a quiet residential roadway that carries low volumes of local residential traffic, with surrounding properties comprising predominantly single level weatherboard and brick dwellings built in the 1890's - 1940's period.
- The property is proposed to be purchased for consolidation with 13 Nightingale Street, Newington (which adjoins the eastern boundary of the subject property). Therefore, while the property is a narrow strip of land (road reserve), the subject property, when consolidated will form part of a residential property. It is for this reason we regard the highest and best use of the property to be for single residential use in conjunction and when consolidated with 13 Nightingale Street, on the instructed assumption that no carriageway easement will exist upon consolidation.
- At the date of inspection, we noted that the connecting distance of the subject property to Balaclava Street was measured at 28 metres (according to existing boundary fencing) as opposed to the 27.23 metres stated on Title Plan 3328L. The frontage of the subject property (Discontinued Road) was approximately three (3) metres in width. We suggest a surveyor is engaged to ensure current boundary alignments are in accordance with the Title Plan 3328L and Title Plan 4059G.

- As no Certificate of Title exists for the subject property (Discontinued Road), we have assumed:
  - The subject property (Discontinued Road) is not subject to any reservations, restrictions, encroachments, encumbrances, caveats, notices, easements, leases or rights of way, other than those disclosed in the report, that adversely affect the subject property. If a land reservation, encroachment, encumbrance, caveat, notice, easement, lease or right of way exists on the land parcel (other than noted in the report), or if there are errors known on the title information, then VRC Property must be notified, and we reserve the right to review our valuation. We reserve the right to review our assessment of value upon the provision of the single (consolidated) Certificate of Title.
  - Ballarat City Council is the administrator and is authorised to deal with the sale of the subject property (Discontinued Road).
  - The proposed discontinued road is not subject to any building or fencing encroachments.
- The subject property is regarded to be undevelopable in its current configuration, given the small land area and use as the only access point to 13 and 15 Nightingale Street. However, the subject property is proposed to be sold and consolidated with the abutting land at 13 Nightingale Street, Newington to create a larger parcel of land. This unlocks the development potential of the subject property (Discontinued Road of 41 sq.m), which was previously regarded as undevelopable in isolation, becomes developable in conjunction with the butting land.

The sales evidence of sites detailed within Section 11 of this report shows land value rates for residential sites range between \$427 and \$563 per square metre which we summarise as follows:

- \$427 p.s.m. for a rectangular shaped allotment of land within a comparable location; in an inner - city position. Regarded as inferior the subject property on a rate per square metre basis.
- \$461 p.s.m. for a battleaxe shaped allotment of land within a comparable location; albeit closer to Lake Wendouree but further from the town centre. Regarded as comparable to the subject property.
- \$466 p.s.m. for a rectangular shaped allotment of land within a slightly superior location; at the doorstep of the Howitt Street commercial strip and close to Lake Wendouree. Regarded as comparable to the subject property on a rate per square metre basis.
- \$480 p.s.m. (excluding improvements) for a rectangular shaped allotment of land adjoining the subject property (15 Nightingale Street). This is a notionally apportioned land value rate and is therefore more subjective than sales evidence of vacant land. Regarded as comparable to the subject property on a rate per square metre basis.
- \$563 p.s.m. for a rectangular shaped allotment of land within a comparable location; in close proximity to the subject property. Dual street frontages which allows for the potential for a multi - unit development. Regarded as superior to the subject property on a rate per square metre basis.

After careful consideration of the above and having regard to the sales evidence, we believe the most likely selling range for the subject property (Discontinued Road - 41 sq.m.) to be between \$450 and \$500 per square metre.

Given the location and shape of the property (Discontinued Road), we have adopted the lower end of the range, being \$450 per square metre over the land area of 41 square metres to calculate an assessed land value of \$18,450, which we have rounded to \$18,000.

We have not made any discount for the road reserve designation as the road reserve will be discontinued and consolidated with 13 Nightingale Street, Newington for exclusive use for residential purposes.



**Valuation Report**  
 Discontinued Road of 41 sq.m.  
 Between 13 and 15 Nightingale Street, Newington

We summarise our calculation as follows:

<b>Market Value - Direct Comparison Approach</b>		
<b>Discontinue Road - 41 sq.m.</b>		
<b>Between 13 and 15 Nightingale Street, Newington</b>		
Land Area: 41 sq.m.	@ \$450 p.s.m	\$18,450
<b>Adopt:</b>		<b>\$18,000</b>

The above valuation is inclusive of GST, if applicable.

**Significant Valuation Uncertainty Disclosure.**

- The market that the property/asset is transacted and / or valued in is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a market uncertainty resulting in significant valuation uncertainty.
- This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.
- Given the valuation uncertainty noted, we recommend that the user (client) of this report review this valuation periodically.

**13. Conclusion:**

After careful consideration, subject to the overriding stipulations and assumptions contained within the body of this report, I advise the market value of the Discontinued Road of 41 square metres, between 13 and 15 Nightingale Street, Newington as at the 3<sup>rd</sup> June 2020 to be:

**\$18,000**

**(EIGHTEEN THOUSAND DOLLARS)**

The above valuation is inclusive of GST, if applicable.

**Important Note:**

The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty. This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user (client) of this report review this valuation periodically in order to consider any impact that has on our valuation. We have included a Significant Valuation Uncertainty Disclosure in our valuation report. This valuation is subject to the terms and conditions, assumptions, limitations, qualifications and disclaimers contained in this valuation report and any annexures thereto.



## 14. Qualifications and Disclaimers:

Significant Valuation Uncertainty Disclosure	<p>The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.</p> <p>The real estate market that is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a market uncertainty resulting in significant valuation uncertainty.</p> <p>This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.</p> <p>Given the valuation uncertainty noted, we recommend that the user(client) of this report review this valuation periodically.</p>
COVID-19 Valuation Protocols and Inspection	<p>We carried out an inspection of the property. The client agrees to have VRC Property undertake the valuation pursuant to the Valuation Protocols and the client agrees:</p> <ul style="list-style-type: none"> <li>• To have received a copy of the Valuation Protocols and are aware of the extent and limitations of a report undertaken by VRC Property under the Valuation protocols; and</li> <li>• It will not convey a Report prepared by VRC Property under this Crisis Protocol or any part of it to the any Third Parties and will only use and rely upon it for the purposes in which it was instructed.</li> </ul>
Market Movement Clause	<p>This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 3 months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.</p>
No Financial Interest	<p>We certify that the Valuer and / or the valuation firm does not have any direct, indirect or financial interest in the property or client described in this report.</p>
Third Party Disclaimer	<p>This valuation report has been prepared on specific instructions from Linda Skewes of the Ballarat City Council for pre - sale purposes It is subject to the terms and conditions, disclaimers, qualifications, assumptions and limitations contained in the report and any annexures thereto. Only the client, who the report is specifically addressed, may use and rely upon the report, and only for the sole purpose as specified in the report.</p> <p>The report is not to be used or relied upon by any other person or for any other purpose. VRC Property Pty Ltd (VRC Property) and the Valuer accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. VRC Property and the Valuer accept no liability for negligence and / or any other cause of action for any loss or damage suffered by a third party to whom the valuation report was not addressed.</p> <p>The report has been prepared for the private and confidential use only of Linda Skewes of the Ballarat City Council for pre - sale purposes and it should not be reproduced in whole or in part or relied upon for any other purpose or by any other party.</p> <p>No responsibility is accepted by the Valuer and / or Valuation Firm in the event that the client to which this report is specifically addressed, relies, uses and / or otherwise represents anything contained in the report for any other purpose apart from that expressly noted previously.</p> <p>No responsibility is accepted by the Valuer and / or Valuation Firm to any other parties who rely, use, distribute, publish and / or otherwise represent anything contained in the report for any purpose.</p>
Mortgage, Solicitor Loans and Managed Investment Schemes Clauses	<p>This valuation report is NOT to be used or relied upon by any person for the purpose of;</p> <ul style="list-style-type: none"> <li>• Mortgage purposes. This includes any use: <ul style="list-style-type: none"> <li>○ For or on behalf of any person or entity lending money by way of loan or involved in the making of any loan; or</li> <li>○ For which responsibility is accepted to any person or entity lending money by way of a loan or involved in the making of any loan.</li> </ul> </li> <li>• Solicitor Loan purposes. This includes any use: <ul style="list-style-type: none"> <li>○ For or on behalf of a Solicitor Lender or any person lending money through a Solicitor Lender; or</li> <li>○ For which responsibility is accepted to any Solicitor Lender or any person lending money through a Solicitor Lender; or</li> <li>○ For any solicitor's mortgage facility or any loan or mortgage arranged on behalf of a solicitor's mortgage facility;</li> </ul> </li> </ul>



**Valuation Report**  
 Discontinued Road of 41 sq.m.  
 Between 13 and 15 Nightingale Street, Newington

- **Managed Investment Scheme purposes.** This includes any use in connection with any Managed Investment Scheme, as defined under section 9 of the Corporations Act 2001 (Cth) which;
  - has as its prime or substantial purpose, the provision of tax benefits to investors; or
  - is involved in any form of direct or indirect investment in primary production (including property used for primary production).

This valuation report has been made on the understanding that the valuation is not used or relied upon by any person for mortgage purposes, solicitor loan purposes or in connection with any managed investment scheme purposes. We do not assume any responsibility or accept any liability where this valuation is used or relied upon by any person for mortgage purposes, solicitor loan purposes or in connection with any managed investment scheme purposes.

**Assumption Disclaimer** This valuation is made on the assumptions disclosed in this section and within this report. Should the client be aware of any information, or should it subsequently transpire that expert advice establishes information, which differs from assumptions made or information referred to in this valuation report, no reliance should be placed on this report (including the value assessed herein) unless the Valuer has been advised of such information and we have confirmed that this valuation is not affected. This report is to be referred back to the Valuer for comments and amendment, if needed. We reserve the right to review this valuation in the event that expert advice differs from assumptions made or information referred to in the valuation report.

**Entire Report Disclaimer** This valuation report should be read in its entirety, including all Annexures, the Valuers 'Assumptions and Limitations' and 'Qualifications and Disclaimers'.

**Copying or Publication of Report** This report has been made only for the purpose stated and shall not be used for any other purpose. Neither this report nor any portions thereof (including without limitation any conclusions as to value, the identity of VRC Property or any individuals signing or associated with this report, or the professional associations or organisations with which they are affiliated) shall be disseminated to third parties by any means.

Neither the whole nor any part of any valuation report may be copied nor included in any document, circular or statement. VRC Property does not consent to any valuation report in whole nor any part being copied or published on the internet, social media or any other computer system by any means.

**Full Disclosure of Information by Client Disclaimer** This valuation has been prepared on the basis that full disclosure of all information and facts which may affect the valuation has been made to us. We do not accept any liability or responsibility whatsoever for the valuation if full disclosure has not been made.

This valuation assumes the instructions and information supplied has been provided in good faith. We do not accept responsibility for any consequential error or defect in the valuation which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents.

**Information Availability** This valuation is based on information reasonably available to the Valuer as at the date of valuation in accordance with usual valuation practices. By reason of the operation of privacy laws, the Valuers' enquiries in respect of recent transactions have been constrained. Accordingly, the Valuer may not have had access to information on recent transactions which have not yet been published in information sources available to the Valuer. In the event that other transactions have taken place, knowledge of those transactions may affect the opinion expressed by the Valuer.

Information furnished by others, upon which all or portions of this report are based, is believed to be reliable but has not been verified in all cases. No warranty is given as to the accuracy of such information.

This valuation is completed on the basis of information provided to us by various third parties. We reserve the right to review and amend this valuation should there be any revision or change to any provided information utilised in the undertaking of this valuation.

**Market Conditions Disclaimer** No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions which occur subsequent to the date of valuation.

**Structural Condition Disclaimer** The Valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. We recommend readers of this report should make their own enquiries.

VRC Property does not carry out structural surveys of buildings or improvements nor testing of building services. VRC Property is not able to give any assurance that a property (including building services) is free from defect. This report is on the basis that no impediment including timber infestation, structural deficiencies, concrete cancer and the like, which could only be known following such survey, exists.



**Valuation Report**  
 Discontinued Road of 41 sq.m.  
 Between 13 and 15 Nightingale Street, Newington

	<p>Unless otherwise stated, this report assumes the building and all improvements to the property are structurally sound and comply with the terms and conditions of all relevant statutory and other authorities. Furthermore, the building services are assumed to be comply with applicable codes, satisfactorily maintained and in good working condition.</p> <p>The client should engage appropriate professionals to advise on structural soundness and state of services. If expert advice is sought in this regard, the expert advice should be referred to VRC Property, and we reserve the right to review our valuation.</p>
Compliance	<p>Full compliance with all applicable federal, state and local zoning, use, environmental and similar laws and regulations including relevant building codes is assumed, unless otherwise stated.</p> <p>It is assumed that all required licences, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organisation have been or can be obtained or renewed for any use on which the value contained in this report is based.</p> <p>Responsible ownership and competent property management are assumed.</p>
Title Disclaimer	<p>We have assumed that the title information is correct. No investigation has been made of and no responsibility is assumed for, the legal description or for legal matters, including the title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated.</p> <p>We have assumed there are no reservations, encroachments, encumbrances, caveats, notices, easements, leases nor rights of way, other than those disclosed in the report, that adversely affect the property. If a reservation, encroachment, encumbrance, caveat, notice, easement, lease or right of way exists on the land (other than noted in the report), or if there are errors known on the title information, then VRC Property must be notified, and we reserve the right to review our valuation.</p>
Native Title Disclaimer	<p>No expert advice or reports were provided or been made available to us in regards to native title. We take this opportunity to advise that VRC Property Pty Ltd are not experts in native title or the property rights and interests there from and will not be liable nor responsible for failure to identify all matters and the impact which native title issues has on the property and its value. The client should engage appropriate professionals to advise on this area. If expert advice is sought in this regard, the expert advice should be referred to VRC Property, and we reserve the right to review our valuation.</p>
Planning Disclaimer	<p>The planning information contained in this report has been obtained from the Department of Environment, Land, Water and Planning website. We have relied upon this information in assessing the value of the subject property. We do not accept responsibility for any consequential error or defect in the valuation which has resulted from an error, omission or inaccuracy in this information.</p> <p>We have not sighted a current planning certificate for the subject property. Should the Client require confirmation of planning information, we recommend the client applies to the relevant authorities to obtain a current planning certificate.</p>
Land and Building Area Disclaimer	<p>Identification of the land sufficient for valuation purposes was possible, however due to the overall shape of the property, distance of boundaries, topography, vegetation and buildings (if applicable), actual dimensions could not be verified and this assessment relies on the measurements provided by Certificate of Title plan/s and / or public records. Maps or sketches, if included in this report, are only to assist the reader in visualising the property and no responsibility is assumed for their accuracy. No independent surveys were conducted.</p> <p>All land areas, building areas and lettable areas referred to in the valuation report are approximate. Should the Client subsequently ascertain that areas referred to in the valuation report differ from other information provided to the Client, the Client agrees to provide this information to the Valuer and refer the valuation back to the Valuer. We reserve the right to review this valuation in the event that surveyed areas differs from those areas referred to in the valuation report.</p>
Survey	<p>This report is not a site survey and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection of the property and review of Certificate of Title plan/s</p> <p>A current survey has not been sighted and this valuation is subject to there being no encroachments by or upon the property and this should be confirmed by a current survey and / or advice from a registered surveyor.</p> <p>If there is any doubt in respect of survey matters, we recommend that a check survey be undertaken by a qualified surveyor. If expert advice is sought in this regard, the expert advice should be referred to VRC Property, and we reserve the right to review this valuation.</p>
Environmental Disclaimer	<p>This report is not an environmental audit and no advice is given in any way relating to environmental matters. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert.</p>

We take this opportunity to advise that VRC Property Pty Ltd are not environmental auditors and will not be liable nor responsible for failure to identify all matters of environmental concern and the impact which an environmental related issue has on the property and its value.

No soil tests nor environmental studies or reports have been made available to us. Our valuation is completed on the assumption that there are no environmental problems in any way affecting the subject property, including soil contamination, surface or sub surface conditions, toxic or hazardous wastes or building material hazardous in the property that may adversely affect its existing or potential use and our assessment of value. Should it subsequently transpire that an expert report establishes that there are such matters of environmental concern, or such matters become known or discovered, no reliance should be placed on our assessment of value unless we have been advised of such matters and we have confirmed that our assessment of value is not affected. We reserve the right to review this valuation to determine the impact such environmental matters has on the property and our assessment of value.

No soil analysts or geological studies were ordered or made in conjunction with this report.

The client acknowledges and recognises that VRC Property is not an expert in identifying environmental hazards and compliance requirements affecting properties. VRC Property does not have the expertise to be able to prepare an environmental audit report and any valuation report by VRC Property will not in any way constitute an environmental audit. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert. VRC Property will not be liable nor responsible for failure to identify all such matters of environmental concern and the impact which an environmental related issue has on the property and its value including loss arising from:

- i. site contamination;
- ii. the non-compliance with any environmental laws; or
- iii. costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the Environmental Protection Authority to recover clean-up costs pursuant to the Environmental Protection Act.

VRC Property does not carry out investigations on site or by enquiry to determine whether any building was constructed or altered using hazardous materials (eg. asbestos). The client should engage appropriate professionals to advise on the existence and state of such material.

We must point out that we are not experts in this area and therefore, in the absence of an environmental consultant's report concerning the presence of any asbestos fibre within the subject property, this valuation is made on the assumption that there is no health risk from asbestos within the property. Should it subsequently transpire that an expert report establishes that there is an asbestos related health risk and / or repairs, removal, remediation of asbestos is known to be required in the foreseeable future, we reserve the right to review this valuation.

VRC Property does not carry out any investigations on site or off site or by enquiry to determine the ground/soil beneath the surface or undertaken any vegetation or soil sampling. This report is on the basis that no contamination of the land exists. The client should engage appropriate professionals to advise in this regard.

VRC Property does not carry out investigations on site in order to determine the suitability of ground conditions and services for new developments. This report is on the basis that these aspects are satisfactory and that where development is proposed, no extraordinary expense or delays will be incurred during the construction period.

Native  
Vegetation  
Disclaimer

We have not been provided with any native vegetation assessment reports nor any information regarding native vegetation or habitat type on the subject property, therefore we assume that the property is free of native vegetation.

We must point out that we are not experts in this area and therefore unable to make any comment without expert reports. Should it subsequently transpire that an expert report establishes that there are such matters of native vegetation or protected fauna habitat or rare/threatened flora species on the subject property, or such matters become known or discovered, no reliance should be placed on our assessment of value unless we have been advised of such matters and we have confirmed that our assessment of value is not affected.

# VRC Property

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## Valuation Report

Discontinued Road of 41 sq.m.  
Between 13 and 15 Nightingale Street, Newington

Limitation of Liability Clause	<p>The client agrees to release VRC Property and hold VRC Property harmless from all liability to the client for or in respect of any loss, damage, costs and expenses of whatsoever kind which VRC Property have or may have or might have had arising from or in any way connected with the Valuation, Valuation Services or Services or the Use of the Valuation Services or any part of them. This release shall be complete and unconditional except in the case of any conduct by VRC Property in the provision of the Services which is fraudulent or wilfully misconduct.</p> <p>The client agrees that the client will fully indemnify VRC Property for and in respect of all loss, liability, costs and expenses of whatsoever kind which VRC Property may suffer or incur arising from or in any way connected with any breach by the client of VRC Property's Terms and Conditions. This indemnity shall include but not be limited to loss, liability, costs and expenses which VRC Property may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against VRC Property or to which VRC Property are a party.</p> <p>The client agrees to this Limitation of Liability and the Terms and Conditions whether such liability arises under contract, at common law or under Statute.</p> <p>The client agrees that this limitation of liability extends to all VRC Property directors, employees and contractors. Every right, immunity, exemption and limitation in the Terms and Conditions available or applicable to VRC Property shall also be available and shall extend to every employee, contractor, servant or agent of VRC Property.</p> <p>No employee, contractor, servant or agent of VRC Property or any other person has any power to waive or vary any of the Terms and Conditions unless such waiver or variation is in writing and signed by one of VRC Property Directors.</p>
GST	<p>In relation to any potential GST liability, we must point out that we are not legal or taxation experts. Any comments given as to GST position are not given in the capacity as an expert. We recommend the client should engage appropriate legal or taxation experts to obtain qualified advice. We recommend that any intending purchaser of the property should obtain their own legal and taxation advice on the GST position. Should it subsequently transpire that expert advice varies from our interpretation of the legislation and ATO rulings as the date of this valuation, we reserve the right to review this valuation.</p>
Other	<p>Any valuation cannot be viewed as taxation, legal, accounting or financial investment advice. We are not legal, taxation, accounting or financial/investment experts, and any comments in our valuation are not given in the capacity as an expert in these areas. We recommend that you should engage appropriate legal, taxation, accounting and financial/investment experts to obtain qualified advice.</p>

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**VRC Property Pty Ltd**



**Michael Marsiglio AAPI  
Certified Practising Valuer  
API Member No. 63349**

Dated: 9<sup>th</sup> June 2020

# VRC Property

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## Appendix 1:

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VRC Property Pty Ltd  
 ABN 72 092 871 696  
 1<sup>st</sup> Floor, 27-31 Myers Street,  
 Geelong VIC 3220  
 PO Box 3083,  
 Waurn Ponds VIC 3216  
 Phone: (03) 5222 6657  
 valuer@vrcproperty.com.au  
 www.vrcproperty.com.au

<b>Request for Valuation - Instructions</b>	
To VRC Property Pty Ltd, please provide a valuation in accordance with the information below. I agree I have read and understood the Terms of Engagement as outlined on pages 2 to 7.	
Date of Instruction:	01/06/2020
<b>Personal Details of Client:</b>	
Name:	Linda Skewes
Organisation:	City of Ballarat
Address:	25 Armstrong Street South, Ballarat Central VIC 3350
Phone:	B: 5320 5540 M: 0428 330 376
Email:	lindaskewes@ballarat.vic.gov.au
<b>Property / Valuation Details:</b>	
Address:	Road Reserve between 13 and 15 Nightingale Street, Newington
Volume/Folio Number	Volume: As above Folio:
Purpose of Valuation:	Pre-sale
Property Type:	Road Reserve
Comments or Special Instructions:	(Please provide all information and facts which may affect the valuation including all leasing information)
<b>Access Details for Inspection:</b>	
Is the property Owner Occupied or Leased: (please circle)	<b>Owner Occupied . / Leased</b> (If Leased you must provide a copy of the lease and any schedules, variation, renewals, details of passing rent with your instructions)
Contact Person: (Please specify who the person is ie. Owner, Agent, Tenant etc)	NA
Organisation:	NA
Phone:	B: NA M: NA
Email:	NA
<b>Address Invoice to:</b>	
Name:	Linda Skewes (if different to above)
Organisation:	City of Ballarat
Address:	25 Armstrong Street South, Ballarat Central VIC 3350
Phone:	B: 5320 5540 M: 0428 330 376
Email:	lindaskewes@ballarat.vic.gov.au
Quoted Fee:	\$ 1,000 plus GST



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**Coronavirus COVID-19**

During a time of a crisis and/or state of emergency, such as the current COVID-19 situation, the Valuers may not be able to undertake a full physical or personal inspection of the property due to current Government restrictions and/or Health and Safety concerns.

<b>COVID-19 Pre-Inspection Questions: (Please answer ALL questions)</b>	
Is any occupant of the property, recent visitor, or anyone that the valuer will be meeting at the inspection subject to a quarantine order by health authorities?	NA
Is any occupant of the property, recent visitor, or anyone that the valuer will be meeting at the inspection subject to self-quarantine or self-isolation protocols?	NA
Is any occupant of the property or recent visitor suspected to have COVID-19?	NA
Has any occupant of the property or recent visitor returned from travel outside of Australia within the last 14 days?	NA
Is any occupant of the property, recent visitor, or anyone that the valuer will be meeting awaiting results or tested positive for COVID-19?	NA
Is any occupant of the property advised to avoid contact with others?	NA
Details of what was agreed between the Instructing Client and Valuer:	<p><b>Full physical inspection</b>  <b>A full physical inspection has been agreed upon due to:</b></p> <ul style="list-style-type: none"> <li>• the land being vacant land and there are no improvements</li> <li>• there are no occupants or visitors at the property at the time of inspection</li> <li>• All above COVID-19 questions are answered NO.</li> </ul> <p><b>If there are occupants or visitors at the property at the time of inspection, the valuer may either do an external inspection or kerbside inspection (to avoid face to face contact and/or maintain social distancing stipulations.)</b></p>

VRC Property have provided the client with a copy of API Valuation Protocol – Guidelines for API Declared Time of Crisis and/or State of Emergency Impacting Physical Inspections of Real Property dated 29 March 2020 and API Valuation Protocol – Significant Valuation Uncertainty dated 29 March 2020.

By agreeing to have VRC Property (and the Valuer) undertake the valuation, the party by whom instructed by (the "client") agrees to have read and understood the Terms of Engagement which outline the terms and conditions that apply to this valuation engagement. Furthermore, the client agrees to having VRC Property (and the Valuer) undertake the valuation pursuant to the Valuation Protocols and the client agrees:

- To have received a copy of the Valuation Protocols and are aware of the extent and limitations of a report undertaken by VRC Property (and the Valuer) under the Valuation protocols; and
- That if VRC Property (and the Valuer) is not able to conduct a full physical or personal inspection of the property, VRC Property (and the Valuer) is entitled to use the other available means under the API Valuation Protocol, as agreed by the client, to assess the property; and
- To accept the valuation report having regard to the risks inherent in relying upon a valuation which may not have the benefit of a full physical or personal inspection of the property; and
- It will not convey a Report prepared by VRC Property (and the Valuer) or any part of it to the any Third Parties and will only use and rely upon it for the purposes in which it was instructed.

The Client acknowledges, accepts and fully understands the risks inherent in the Valuer not undertaking a full physical inspection of the Property. If this valuation and report has been prepared without a full physical or personal inspection of the property, we recommend that the Client considers having VRC Property conduct a full inspection of the property when it is deemed appropriate to do so, in order to consider any impact that has on our valuation.

Furthermore, the Client acknowledges, accepts and fully understands the real estate market that that the property/asset is transacted and/or valued in is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a significant market uncertainty. The valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(client) of this report review this valuation periodically in order to consider any impact that has on our valuation.



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## Terms of Engagement VRC Property Pty Ltd

The following terms are the standard terms and conditions that apply to valuation services for which VRC Property Pty Ltd ("VRC Property") is engaged. These terms form part of the appointment of VRC Property and the valuer ("us" or "we") by the client ("you") to provide the service, unless other specific terms and conditions are agreed in writing between VRC Property and the client.

### **Exclusion on Use and Liability**

Any valuation report prepared by VRC Property will be solely for the private and confidential use of the party by whom instructed by (the "client") for the sole purpose for which it was prepared. The valuation report is subject to the terms and conditions, assumptions, limitations, disclaimers and qualifications contained in this form, the report and any annexures thereto. Only the client, who the report is specifically addressed, may rely upon the valuation report prepared by VRC Property, and only for the sole purpose as specified in the valuation report.

Any valuation report prepared by VRC Property is not to be reproduced in whole or in part or to be used or relied upon for any other purpose or by any other person. VRC Property and the Valuer accepts no liability to third parties nor do VRC Property and the Valuer contemplate that any part of any valuation report will be relied upon by third parties. VRC Property and the Valuer accept no liability for negligence and/or any other cause of action for any loss or damage suffered by a third party to whom the valuation report was not addressed.

No responsibility is accepted by the Valuer and/or VRC Property in the event that the client to which the report is specifically addressed, relies, uses and/or otherwise represents anything contained in the report for any other purpose apart from that expressly noted previously.

No responsibility is accepted by the Valuer and/or VRC Property to any other parties who rely, use, distribute, publish and/or otherwise represent anything contained in the report for any purpose.

The client acknowledges that the valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). VRC Property and the Valuer do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, VRC Property and the Valuer do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 3 months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

The client agrees to provide instructions in writing and must include a statement as to the purpose for which the client intends to use the valuation report.

The client agrees that the valuation report is NOT to be used or relied upon by any person for the purpose of:

- Mortgage purposes. This includes any use:
  - for or on behalf of any person or entity lending money by way of loan or involved in the making of any loan; or
  - for which responsibility is accepted to any person or entity lending money by way of a loan or involved in the making of any loan.
- Solicitor Loan purposes. This includes any use:
  - for or on behalf of a Solicitor Lender or any person lending money through a Solicitor Lender; or
  - for which responsibility is accepted to any Solicitor Lender or any person lending money through a Solicitor Lender; or
  - for any solicitor's mortgage facility or any loan or mortgage arranged on behalf of a solicitor's mortgage facility;
- Managed Investment Scheme purposes. This includes any use in connection with any Managed Investment Scheme, as defined under section 9 of the Corporations Act 2001 (Cth) which:
  - has as its prime or substantial purpose, the provision of tax benefits to investors; or
  - is involved in any form of direct or indirect investment in primary production (including property used for primary production).

The client agrees that the valuation report cannot be used or relied upon by any person for mortgage purposes, solicitor loan purposes or in connection with any managed investment scheme purposes. VRC Property does not assume any responsibility or accept any liability where the valuation is used or relied upon by any person for mortgage purposes, solicitor loan purposes or in connection with any managed investment scheme purposes.

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## Request for Valuation Form

### Other Terms and Conditions

Full Disclosure of Information by Client Disclaimer	<p>The client agrees to provide to VRC Property full disclosure of all information and facts which may affect the valuation, to enable VRC Property to properly perform the services. VRC Property does not accept any liability or responsibility whatsoever for the valuation unless such full disclosure has been made by the client. Furthermore, VRC Property does not accept responsibility for any consequential error or defect in the valuation which has resulted from any error, omission or inaccuracy in data or information supplied by the client or its officers and agents. VRC Property has the right to refuse to provide a valuation report if the client does not provide VRC Property with information or explanations needed to perform the valuation.</p>
COVID-19 Valuation Protocols and Inspection	<p>The client agrees to have VRC Property undertake the valuation pursuant to the Valuation Protocols and the client agrees:</p> <ul style="list-style-type: none"> <li>• To have received a copy of the Valuation Protocols and are aware of the extent and limitations of a report undertaken by VRC Property under the Valuation protocols; and</li> <li>• That if VRC Property is not able to conduct a full physical or personal inspection of the property, VRC Property (and the Valuer) is entitled to use the other available means under the API Valuation Protocol, as agreed by the client, to assess the property; and</li> <li>• To accept the valuation report having regard to the risks inherent in relying upon a valuation which may not have the benefit of a full physical or personal inspection of the property; and</li> <li>• It will not convey a Report prepared by VRC Property under this Crisis Protocol or any part of it to the any Third Parties and will only use and rely upon it for the purposes in which it was instructed.</li> </ul> <p>The Client acknowledges, accepts and fully understands the risks inherent in the Valuer not undertaking a full physical inspection of the Property. If the valuation and report has been prepared without a full physical or personal inspection of the property, we recommend that the Client considers having VRC Property conduct a full inspection of the property when it is deemed appropriate to do so, in order to consider any impact that has on our valuation.</p>
Significant Valuation Uncertainty Disclosure	<p>The client acknowledges VRC Property disclosure statement regarding the Significant Valuation Uncertainty:</p> <p>The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia.</p> <p>The real estate market that the property/asset is transacted and/or valued in is being impacted by the uncertainty that the COVID-19 outbreak has caused. Market conditions are changing daily at present. As at the date of valuation we consider that there is a market uncertainty resulting in significant valuation uncertainty.</p> <p>This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value.</p> <p>Given the valuation uncertainty noted, we recommend that the user(client) of this report review this valuation periodically.</p>
Limitation of Liability:	<p>The client (you) agrees to release VRC Property and hold VRC Property harmless from all liability to the client for or in respect of any loss, damage, costs and expenses of whatsoever kind which VRC Property have or may have or might have had arising from or in any way connected with the Valuation, Valuation Services or Services or the Use of the Valuation Services or any part of them. This release shall be complete and unconditional except in the case of any conduct by VRC Property in the provision of the Services which is fraudulent or wilfully dishonest.</p> <p>The client agrees that the client will fully indemnify VRC Property for and in respect of all loss, liability, costs and expenses of whatsoever kind which VRC Property may suffer or incur arising from or in any way connected with any breach by the client of VRC Property's Terms and Conditions. This indemnity shall include but not be limited to loss, liability, costs and expenses which VRC Property may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against VRC Property or to which VRC Property are a party.</p> <p>The client agrees to this Limitation of Liability and the Terms and Conditions whether such liability arises under contract, at common law or under Statute.</p> <p>The client agrees that this limitation of liability extends to all VRC Property directors, employees and contractors. Every right, immunity, exemption and limitation in the Terms and Conditions available or applicable to VRC Property shall also be available and shall extend to every employee, contractor, servant or agent of VRC Property. No employee, contractor, servant or agent of VRC Property or any other person has any power to waive or vary any of the Terms and Conditions unless such waiver or variation is in writing and signed by one of VRC Property Directors.</p>
Assumptions:	<p>The client acknowledges and recognises that the valuation is made on the basis of the Assumptions and Limitations' and 'Qualifications and Disclaimers' in the report, and the client must read the valuation report in its entirety including all Annexures, the Valuers 'Assumptions and Limitations' and 'Qualifications and Disclaimers'. Should the client be aware of any information, or should it subsequently transpire that expert advice establishes information, which differs from assumptions made or information referred to in the valuation report, no reliance should be placed on the report</p>

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# VRC Property

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	(including the value assessed herein) unless the Valuer has been advised of such information and Valuer/VRC Property have confirmed that the valuation is not affected. The report is to be referred back to the Valuer for comments and amendment, if needed. VRC Property reserve the right to review the valuation in the event that expert advice differs from assumptions made or information referred to in the valuation report.
Copying or Publication of Report:	The client acknowledges and recognises that the report has been made only for the purpose stated and shall not be used for any other purpose. The client agrees that neither the whole nor any part of any valuation report nor any reference thereto (including without limitation any conclusions as to value, the identity of VRC Property or any individuals signing or associated with this report, or the professional associations or organisations with which they are affiliated), shall be disseminated to third parties by any means. Neither the whole nor any part of any valuation report may be copied nor included in any document, circular or statement. VRC Property does not consent to any valuation report in whole nor any part being copied or published on the internet, social media or any other computer system by any means.
OH&S Safety:	The client agrees to make the property (including improvements) available and accessible for VRC Property to physically inspect. The client agrees that the property is in a condition to be physically inspected and does not pose any health or safety risk to the valuer(s) of VRC Property in attending to the property.
Information Availability:	The client acknowledges and recognises that the valuation is based on information reasonably available to the Valuer as at the date of valuation in accordance with usual valuation practices. By reason of the operation of privacy laws, the Valuers' enquiries in respect of recent transactions have been constrained. Accordingly, the Valuer may not have had access to information on recent transactions which have not yet been published in information sources available to the Valuer. In the event that other transactions have taken place, knowledge of those transactions may affect the opinion expressed by the Valuer. Information furnished by others, upon which all or portions of this report are based, is believed to be reliable but has not been verified in all cases. No warranty is given as to the accuracy of such information. The valuation is completed on the basis of information provided to us by various third parties. VRC Property and the Valuer reserve the right to review and amend this valuation should there be any revision or change to any provided information utilised in the undertaking of this valuation.
Market Conditions	The client acknowledges and recognises no responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions which occur subsequent to the date of valuation.
Structural Condition	The client acknowledges and recognises that the Valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. VRC Property does not carry out structural surveys of buildings or improvements nor testing of building services. VRC Property is not able to give any assurance that a property (including building services) is free from defect. Unless VRC Property are otherwise informed, the valuation report assumes the building and all improvements to the property are structurally sound (and that no impediment including timber infestation, structural deficiencies, concrete cancer and the like exists) and comply with the terms and conditions of all relevant statutory and other authorities. Furthermore, the building services are assumed to comply with applicable codes, satisfactorily maintained and in good working condition. The client should engage appropriate professionals to advise on structural soundness and state of services. If expert advice is sought in this regard, or if the client is aware of any information in this regards, the client agrees to provide this information to the Valuer <u>prior to inspection</u> and completion of the valuation report. Should it subsequently transpire that an expert report establishes that there are such matters of structural soundness and state of services concern, or such matters become known or discovered, no reliance should be placed on the assessment of value unless VRC Property have been advised of such matters and VRC Property have confirmed that the assessment of value is not affected. VRC Property reserve the right to review the valuation to determine the impact such matters has on the property and the assessment of value.
Compliance:	The client acknowledges and recognises that the Valuer is not an expert in compliance issues such as applicable federal, state and local zoning, use, environmental and similar laws and regulations including relevant building codes. Full compliance with all applicable federal, state and local zoning, use, environmental and similar laws and regulations including relevant building codes is assumed, unless otherwise stated. It is assumed that all required licences, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organisation have been or can be obtained or renewed for any use on which the value contained in this report is based. Responsible ownership and competent property management are assumed. The client should engage appropriate professionals to advise on this area. If expert advice is sought in this regard, or if the client is aware of any information in this regards, the client agrees to provide this information to the Valuer <u>prior to inspection</u> and completion of the valuation report.
Title Disclaimer:	The client agrees to provide correct title information. The client acknowledges and recognises that that no investigation has been made of and no responsibility is assumed for, the legal description or for legal matters, including the title or encumbrances. If the client is aware of errors known on the title information, the client agrees to provide this information to VRC Property.

# VRC Property

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Native Title Disclaimer:	The client acknowledges and recognises that VRC Property are not experts in native title or the property rights and interests there from and will not be liable nor responsible for failure to identify all matters and the impact which native title issues has on the property and its value. The client should engage appropriate professionals to advise on this area. If expert advice is sought in this regard, the client agrees to provide the expert advice to VRC Property.
Planning Disclaimer	The client acknowledges and recognises that the planning information contained in this report has been obtained from the Department of Environment, Land, Water and Planning website. The client understands VRC Property have relied upon this information in assessing the value of the property. VRC Property do not accept responsibility for any consequential error or defect in the valuation which has resulted from an error, omission or inaccuracy in this information. Should the Client require confirmation of planning information, VRC Property recommends the client applies to the relevant authorities to obtain a current planning certificate.
Land and Building Area Disclaimer	The client acknowledges and recognises that that all land areas, building areas and lettable areas referred to in the valuation report are approximate. Should the Client subsequently ascertain that areas referred to in the valuation report differ from other information provided to the Client, the Client agrees to provide this information to the Valuer and refer the valuation back to the Valuer.
Survey	The client acknowledges and recognises that the report is not a site survey and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection of the property and review of Certificate of Title plan/s. If there is any doubt in respect of survey matters, VRC Property and the Valuer recommend that a survey be undertaken by a qualified surveyor. If expert advice is sought in this regard, the expert advice should be referred to VRC Property, and reserve the right to review the valuation.
Environmental Disclaimer	<p>The client acknowledges and recognises that VRC Property is not an expert in identifying environmental hazards and compliance requirements affecting properties. VRC Property does not have the expertise to be able to prepare an environmental audit report and any valuation report by VRC Property will not in any way constitute an environmental audit. Any comments given as to environmental factors in relation to the property are not given in the capacity as an expert. The client acknowledges VRC Property will not be liable nor responsible for failure to identify all such matters of environmental concern and the impact which an environmental related issue has on the property and its value including loss arising from;</p> <ol style="list-style-type: none"> <li>i. site contamination;</li> <li>ii. the non-compliance with any environmental laws; or</li> <li>iii. costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the Environmental Protection Authority to recover clean-up costs pursuant to the Environmental Protection Act</li> </ol> <p>The client acknowledges and recognises that VRC Property does not carry out any investigations on site or off site or by enquiry to identify environmental hazards or determine the ground/soil beneath the surface or undertaken any vegetation or soil sampling. Unless VRC Property are otherwise informed, the valuation report is on the basis that no environmental problems exist in any way affecting the subject property, including soil contamination, surface or sub surface conditions, toxic or hazardous wastes or building material hazards in the property that may adversely affect its existing or potential use and our assessment of value.</p> <p>The client acknowledges and recognises that VRC Property does not carry out investigations on site or by enquiry to determine whether any building was constructed or altered using hazardous materials (eg. asbestos). Unless VRC Property are otherwise informed, the valuation report is on the basis that there is no health risk from hazardous materials (eg.asbestos) within the property and/or repairs, removal, remediation of any hazardous materials (eg.asbestos) is not known to be required in the foreseeable future.</p> <p>The client acknowledges and recognises that VRC Property does not carry out investigations on site in order to determine the suitability of ground conditions and services for new developments. Unless otherwise informed, the valuation report is on the basis that these aspects are satisfactory and that where development is proposed, no extraordinary expense or delays will be incurred during the construction period.</p> <p>The client agrees to engage appropriate professionals to advise on such matters of environmental concern. If expert advice is sought in this regard, or if the client is aware of any such matters of environmental concern, the client agrees to provide this information to the Valuer/VRC Property prior to inspection and completion of the valuation report.</p> <p>Should it subsequently transpire that an expert report establishes that there are such matters of environmental concern, or such matters become known or discovered, no reliance should be placed on the assessment of value unless VRC Property have been advised of such matters and VRC Property have confirmed that the assessment of value is not affected. VRC Property reserve the right to review the valuation to determine the impact such environmental matters has on the property and the assessment of value.</p>

# VRC Property

## Request for Valuation Form

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Native Vegetation Disclaimer	The client acknowledges and recognises that VRC Property does not carry out investigations on site to determine the existence of any native vegetation or protected fauna habitat or rare/threatened flora species on the property. Unless VRC Property otherwise informed, the valuation report is on the basis that the property is free of native vegetation. The client should engage appropriate professionals to advise in this regard. If expert advice is sought in this regard, or if the client is aware of any information in this regards, the client agrees to provide this information to the Valuer prior to inspection and completion of the valuation report.
Confidentiality	Except where required by law or by any proper authority, all confidential information provided by the client shall, except with consent of the client, be kept confidential by VRC Property. VRC Property reserves the right to retain a copy of the confidential information for purposes only of compliance with any professional, legal or regulatory requirements or obligations.
Intellectual Property	Intellectual property prepared by VRC Property and prepared for the client shall remain the property of VRC Property. The client agrees that no part of any valuation, report, document or publications prepared by VRC Property may be reproduced or transmitted or disclosed in any form or by any means, or stored in any database or retrieval system of any nature.
Fees	VRC Property professional fees include all time spent on the project, whether at the client's premises or elsewhere. VRC Property reserve the right to submit interim invoices for such services where we consider it to be appropriate. Unless otherwise agreed, payment of our fees is required prior to release of the valuation report.

**I agree that I have read, understood and agree with the above Terms of Engagement which outline the terms and conditions that apply to this valuation engagement. I agree that I have read and understood the extent and limitations of a report undertaken by the Valuer under the API Valuation Protocol – Guidelines for API Declared Time of Crisis and/or State Of Emergency Impacting Physical Inspections Of Real Property and API Valuation Protocol – Significant Valuation Uncertainty. I agree I have supplied full disclosure of all information and facts which may affect the valuation and the information is true and correct.**

Print Name: ...Darren Sadler .

Print Name: ... Linda Skewes.....

Signature: 

Signature: 

Date: ..... 02/06/2020. ....

Date: ..... 02/06/2020

**Please return to VRC Property Pty Ltd**

Mail: PO Box 3083 Waurm Ponds VIC 3216

Office: 1<sup>st</sup> Floor, 27-31 Myers Street, Geelong VIC 3220

Email: valuer@vrcproperty.com.au

**Attached:**

- API Valuation Protocol – Guidelines for API Declared Time of Crisis and/or State of Emergency Impacting Physical Inspections of Real Property dated 29 March 2020
- API Valuation Protocol – Significant Valuation Uncertainty dated 29 March 2020

**Chris Barrett**

---

**From:** Linda Skewes <lindaskewes@ballarat.vic.gov.au>  
**Sent:** Tuesday, 9 June 2020 9:52 AM  
**To:** Chris Barrett  
**Cc:** admin@vrcproperty.com.au; Michael Marsiglio; Darren Sadler  
**Subject:** RE: Request for Valuation: Road Reserve located between 13 and 15 Nightingale Street, Newington

Hi Chris,

I wish to confirm that this is correct.

Kind regards

Linda Skewes | Property Officer - Monday, Tuesday and Friday

City of Ballarat | PO Box 655, Ballarat VIC 3353  
P: (03) 5320 5540 | M: 0428 330 376 | [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au)



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**Please consider the environment before printing this email.**

**From:** Chris Barrett <chris.barrett@vrcproperty.com.au>  
**Sent:** Tuesday, 9 June 2020 9:48 AM  
**To:** Linda Skewes <lindaskewes@ballarat.vic.gov.au>  
**Cc:** admin@vrcproperty.com.au; Michael Marsiglio <michael.marsiglio@vrcproperty.com.au>  
**Subject:** RE: Request for Valuation: Road Reserve located between 13 and 15 Nightingale Street, Newington

Good Morning Linda

Thanks for your time earlier.

As discussed, the proposed discontinued road is to be consolidated with 13 Nightingale Drive, Newington (Lot 1 TP3328) and the registered proprietor of this property will have exclusive ownership of the proposed discontinued road and no carriageway easements (actual or implied) or other restrictions will exist on the of the proposed discontinued road. In essence the proposed discontinued road will be unencumbered land.

New vehicular access will be established on the western side of the dwelling on 15 Nightingale Street, Newington (Lot 1 TP4059) and with therefore no longer have access from the proposed discontinued road.

Can you please confirm this is an accurate description.

Kind Regards

**Chris Barrett** BSc, MBA, AAPI  
Certified Practising Valuer  
Director

Mobile: 0413 138 855  
Phone: (03) 5222 6657  
Email: [chris.barrett@vrcproperty.com.au](mailto:chris.barrett@vrcproperty.com.au)  
Web: [www.vrcproperty.com.au](http://www.vrcproperty.com.au)

1<sup>st</sup> Floor, 27-31 Myers Street,  
Geelong VIC 3220

PO Box 3083,  
Waurm Ponds VIC 3216

**VRC Property**  
| Valuations | Research | Consulting |

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---

**From:** Linda Skewes <[lindaskewes@ballarat.vic.gov.au](mailto:lindaskewes@ballarat.vic.gov.au)>  
**Sent:** Monday, June 1, 2020 3:57 PM  
**To:** Chris Barrett <[chris.barrett@vrcproperty.com.au](mailto:chris.barrett@vrcproperty.com.au)>  
**Subject:** RE: Request for Valuation: Road Reserve located between 13 and 15 Nightingale Street, Newington

Thanks Chris,

We require a kerbside market valuation for the area on the plans marked as road/carriageway. I have attached the title plans for your reference.



Please let me know if you require further information and can you please provide a quote for the valuation report?

Kind regards

Linda Skewes | Property Officer - Monday, Tuesday and Friday

City of Ballarat | PO Box 655, Ballarat VIC 3353  
P: (03) 5320 5540 | M: 0428 330 376 | [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au)



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---

**From:** Chris Barrett <[chris.barrett@vrcproperty.com.au](mailto:chris.barrett@vrcproperty.com.au)>  
**Sent:** Monday, 1 June 2020 3:31 PM  
**To:** Linda Skewes <[lindaskewes@ballarat.vic.gov.au](mailto:lindaskewes@ballarat.vic.gov.au)>  
**Subject:** RE: Request for Valuation: Road Reserve located between 13 and 15 Nightingale Street, Newington

Hi Linda

Thanks for your email.

Yes, we certainly have availability and capacity to do this job. I can inspect it this week if needed.

Kind Regards

**Chris Barrett** BSc, MBA, AAPI  
Certified Practising Valuer  
Director

Mobile: 0413 138 855  
Phone: (03) 5222 6657  
Email: [chris.barrett@vrcproperty.com.au](mailto:chris.barrett@vrcproperty.com.au)  
Web: [www.vrcproperty.com.au](http://www.vrcproperty.com.au)

1<sup>st</sup> Floor, 27-31 Myers Street,  
Geelong VIC 3220

PO Box 3083,  
Waurn Ponds VIC 3216

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**From:** Linda Skewes <[lindaskewes@ballarat.vic.gov.au](mailto:lindaskewes@ballarat.vic.gov.au)>

**Sent:** Monday, 1 June 2020 2:41 PM

**To:** Chris Barrett <[chris.barrett@vrcproperty.com.au](mailto:chris.barrett@vrcproperty.com.au)>

**Subject:** Request for Valuation: Road Reserve located between 13 and 15 Nightingale Street, Newington

Hi Chris,

What is your availability to undertake a valuation for a road/carriageway easement which is located between 13 & 15 Nightingale Street, Newington?

I will forward further information if your availability allows.

Kind regards

**Linda Skewes** | Property Officer - Monday, Tuesday and Friday

**City of Ballarat** | PO Box 655, Ballarat VIC 3353

**P:** (03) 5320 5540 | **M:** 0428 330 376 | [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au)



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## VRC Property

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### Appendix 2:

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**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 1 of 1

VOLUME 10249 FOLIO 135

Security no : 124083580044E  
Produced 07/06/2020 11:45 AM

**LAND DESCRIPTION**

Lot 1 on Title Plan 003328L.  
Created by Application No. 075522U 15/03/1995

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JARROD RONALD COSIER of 13 NIGHTINGALE STREET NEWINGTON VIC 3350  
AK860397L 28/01/2014

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AK860398J 28/01/2014  
BENDIGO AND ADELAIDE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**Warning as to Dimensions**

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

**DIAGRAM LOCATION**

SEE TP003328L FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY  
Effective from 21/07/2017

DOCUMENT END



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**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 1 of 1

VOLUME 10228 FOLIO 229

Security no : 124083580041H  
Produced 07/06/2020 11:43 AM

**LAND DESCRIPTION**

Lot 1 on Title Plan 004059G.  
Created by Application No. 075648V 21/04/1995

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
JARROD RONALD COSIER  
MISTY LEE GLASSON both of 15 NIGHTINGALE STREET NEWINGTON VIC 3350  
AS844631C 20/12/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS844633X 20/12/2019  
BENDIGO AND ADELAIDE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**Warning as to Dimensions**

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

**DIAGRAM LOCATION**

SEE TP004059G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18057S BENDIGO BANK  
Effective from 20/12/2019

DOCUMENT END



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Document Assembled	<b>01/06/2020 15:43</b>

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<b>TITLE PLAN</b>		<b>EDITION 2</b>		<b>TP 3328L</b>	
<b>Location of Land</b> Parish: BALLARAT Township: BALLARAT Section: 3B Crown Allotments: 1 & 13 Crown Portion: LTO base record: CHART 25 (2046) Last Plan Reference: Title References: Depth Limitation: Nil			<b>Notations:</b> <b>Warning as to dimensions:</b> Any dimension and connecting distances shown is based on the description of the land shown in General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.		
<b>Easement Information</b>				THIS PLAN HAS BEEN PREPARED BY THE VICTORIAN LAND TITLES OFFICE FOR TITLE DIAGRAM PURPOSES  Checked by <i>[Signature]</i> Date <b>7 SEP 1995</b> Assistant Registrar of Titles	
Easement Reference	Purpose/Authority	Width (Metres)	Origin		
A-1	CARRIAGEWAY	SEE PLAN	BOOK 488 NO.749	LAND IN THIS PLAN	
<p style="text-align: center;"><b>LOT 1</b> 296m<sup>2</sup></p> <p style="text-align: center;">NIGHTINGALE STREET</p> <p style="text-align: center;">BALACLAVA STREET</p> <p style="text-align: center;">ROAD A-1</p> <p>Dimensions: North (21.23, 8.13, 9.32), West (18.65), East (12.19, 33.53), South (210°00'), and internal angles (90°00', 180°00', 25°27', 25°26').</p>					
LENGTHS ARE IN METRES				SCALE 1:300	SHEET SIZE A3
				File No: <b>AP 75522U</b>	
Sheet 1 of 1 Sheet					

<b>MODIFICATION TABLE</b>				<div style="border: 1px solid black; border-radius: 15px; padding: 5px; display: inline-block;"> <b>PLAN NUMBER</b> <b>TP3328L</b> </div>		
RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN						
WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.						
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		RECTIFICATION	AG936041S	21/12/09	2	N.L.H.



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Number of Pages (excluding this cover sheet)	<b>2</b>
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	<b>TITLE PLAN</b>		<b>EDITION 2</b>	<b>TP 4059G</b>	
<b>LOCATION OF LAND</b> Parish : BALLARAT Township : BALLARAT Section : 3B Crown Allotment:13 (PART) Crown Portion :  LTO base record : CHART 25 (2046) Last Plan Reference: Title References: Depth Limitation: Nil			<b>NOTATIONS:</b>  <b>WARNING AS TO DIMENSIONS :</b> Any dimension and connecting distances shown is based on the description of the land shown in General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.		
<b>Easement Information</b>				THIS PLAN HAS BEEN PREPARED BY THE VICTORIAN LAND TITLES OFFICE FOR TITLE DIAGRAM PURPOSES  Checked by: <i>[Signature]</i> Date 28 14 195 Assistant Registrar of Titles	
<b>Easement Reference</b>	<b>Purpose / Authority</b>	<b>Width (Metres)</b>	<b>Origin</b>		<b>Land benefited / in favour of</b>
A-1	WAY	SEE DIAG.	BOOK 492 NO. 314		LAND ON THIS PLAN
				Sheet 1 of 1 Sheet	
LENGTHS ARE IN METRES		SCALE 1:400	SHEET SIZE A3	<b>File No: AP 75648V</b>	

<p><b>MODIFICATION TABLE</b>  <small>RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN</small></p>						<p><b>PLAN NUMBER</b> <b>TP004059G</b></p>
<p><b>WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.                      NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.</b></p>						
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		RECTIFICATION	AG916632F	17/12/09	2	N.L.H.

# VRC Property

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## Appendix 3:

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## PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 June 2020 11:35 AM

### PROPERTY DETAILS

Address: **13 NIGHTINGALE STREET NEWINGTON 3350**  
 Lot and Plan Number: **Lot 1 TP3328**  
 Standard Parcel Identifier (SPI): **1\TP3328**  
 Local Government Area (Council): **BALLARAT**  
 Council Property Number: **2024432**  
 Planning Scheme: **Ballarat**  
 Directory Reference: **Vicroads 565 U9**

[www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au)

[Planning Scheme - Ballarat](#)

### UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Central Highlands Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**  
[View location in VicPlan](#)

### STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **WENDOUREE**

### Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

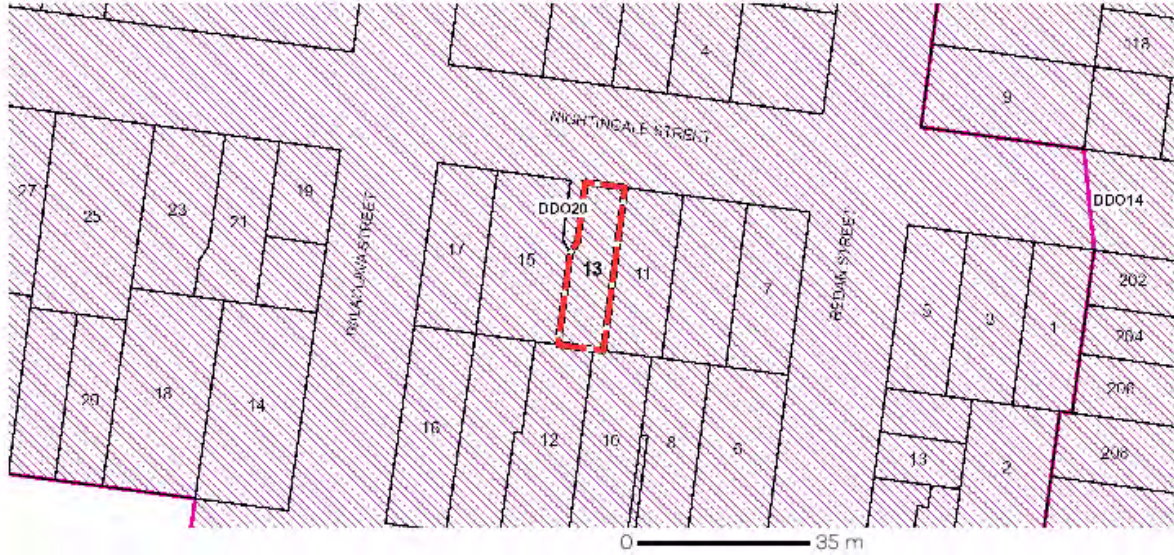
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend

# PLANNING PROPERTY REPORT



## Planning Overlays

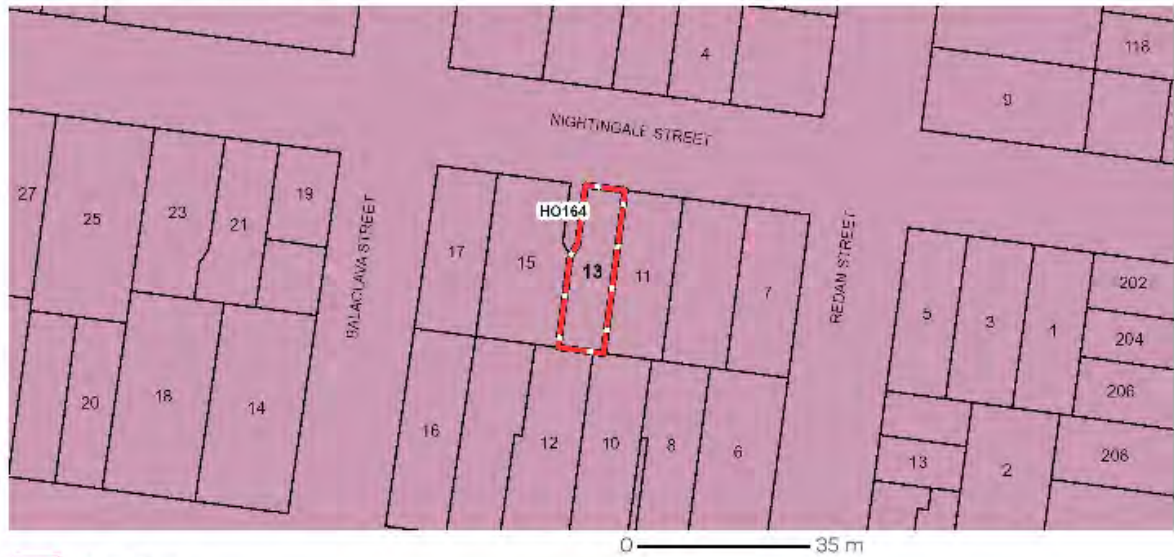
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)  
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20 \(DDO20\)](#)




 **DDO - Design and Development**

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

[HERITAGE OVERLAY \(HO\)](#)  
[HERITAGE OVERLAY - SCHEDULE \(HO164\)](#)



 **HO - Heritage**

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## PLANNING PROPERTY REPORT



### Planning Overlays

#### OTHER OVERLAYS:

Other overlays in the vicinity not directly affecting this land

#### VEGETATION PROTECTION OVERLAY (VPO)



VPO - Vegetation Protection

Note: due to overlaps some overlays may not be visible, and some colours may not match those in the legend.

### Further Planning Information

Planning scheme data last updated on 3 June 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan/>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## PLANNING PROPERTY REPORT



### Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**



 Designated Bushfire Prone Areas

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan/> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>.

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



## Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP003328L</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
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	<b>TITLE PLAN</b>	<b>EDITION 2</b>	<b>TP 3328L</b>		
<b>Location of Land</b> Parish: BALLARAT Township: BALLARAT Section: 3B Crown Allotments : 1 & 13 Crown Portion:  LTO base record : CHART 25 (2046) Last Plan Reference: Title References:  Depth Limitation: Nil		<b>Notations:</b> <b>Warning as to dimensions :</b> Any dimension and connecting distances shown is based on the description of the land shown in General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.			
<b>Easement Information</b>			THIS PLAN HAS BEEN PREPARED BY THE VICTORIAN LAND TITLES OFFICE FOR TITLE DIAGRAM PURPOSES  Checked by <i>[Signature]</i> Date <b>7 SEP 1995</b> Assistant Registrar of Titles		
Easement Reference	Purpose/Authority	Width (Metres)		Origin	Land benefited/in favour of
A-1	CARRIAGEWAY	SEE PLAN	BOOK 488 NO.749	LAND IN THIS PLAN	
			Sheet 1 of 1 Sheet		
LENGTHS ARE IN METRES		SCALE 1:300	SHEET SIZE A3	File No: <b>AP 75522U</b>	

<p><b>MODIFICATION TABLE</b> RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN</p>		<p style="text-align: center;"><b>PLAN NUMBER</b> <b>TP3328L</b></p>				
<p><b>WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.</b></p>						
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		RECTIFICATION	AG936041S	21/12/09	2	N.L.H.



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Document Assembled	<b>01/06/2020 15:41</b>

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	<b>TITLE PLAN</b>		<b>EDITION 2</b>	<b>TP 4059G</b>
<b>LOCATION OF LAND</b> Parish : BALLARAT Township : BALLARAT Section : 3B Crown Allotment:13 (PART) Crown Portion :  LTO base record : CHART 25 (2046) Last Plan Reference: Title References: Depth Limitation: Nil			<b>NOTATIONS:</b>  <b>WARNING AS TO DIMENSIONS :</b> Any dimension and connecting distances shown is based on the description of the land shown in General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.	
<b>Easement Information</b>				
<b>Easement Reference</b>	<b>Purpose / Authority</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land benefited / In favour of</b>
A-1	WAY	SEE DIAG.	BOOK 492 NO. 314	LAND ON THIS PLAN
				THIS PLAN HAS BEEN PREPARED BY THE VICTORIAN LAND TITLES OFFICE FOR TITLE DIAGRAM PURPOSES  Checked by <i>[Signature]</i> Date 28 / 4 / 95 Assistant Registrar of Titles
				Sheet 1 of 1 Sheet
LENGTHS ARE IN METRES		SCALE 1:400	SHEET SIZE A3	<b>File No: AP 75648V</b>

**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER**  
**TP004059G**

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<b>AFFECTED LAND/PARCEL</b>	<b>LAND/PARCEL IDENTIFIER CREATED</b>	<b>MODIFICATION</b>	<b>DEALING NUMBER</b>	<b>DATE</b>	<b>EDITION NUMBER</b>	<b>ASSISTANT REGISTRAR OF TITLES</b>
		RECTIFICATION	AG916632F	17/12/09	2	N.L.H.

**10.8. CARRYOVERS**

**Division:** Corporate Services  
**Director:** Sean Portelli - Acting Director Corporate Services  
**Author/Position:** Stephen Bigarelli - Acting Manager Financial Services

**OFFICER RECOMMENDATION**

**Council resolves to:**

**Approve the addition of \$54.658 million as a Carryover to the 2020/21 Budget to fund existing projects and activities commenced in the 2019/20 financial year, as per the attached listing of projects.**

**EXECUTIVE SUMMARY**

This report sets out those items that are required to be carried forward to the 2020/21 Budget from the previous financial year due to grants being received in advance and/or unfinished projects as at 30 June 2020. The total funds being recommended to be carried forward equates to \$54,657,872. Of this amount to be carried forward, \$18,772,384 are funds received from government during 2019/20, and this income relates to works and services that were programmed to be delivered in the 2020/21 financial year.

The table below provides a summary of funding sources by Capital and Recurrent Projects:

	Council Funded \$	Govt Funded \$	Total \$
Capital Projects	35,533,485	8,030,367	43,563,852
Recurrent Projects	352,003	10,742,017	11,094,020
	<u>35,885,488</u>	<u>18,772,384</u>	<u>54,657,872</u>

Refer Attachment Statement of Cash Flows Management Report for the impact on Cash as a result of adopting Carry Overs. In summary, if the budget is implemented as adopted (excluding Proceeds from Borrowings which at this point appears unnecessary), at the end of the 2020/21 Financial year, Council will have Cash, Cash Equivalents and Term Deposits of \$41.233M. Of these funds, \$18.415M will be committed funds leaving \$22.818M as unrestricted cash.

**RATIONALE**

Each year following the completion of Council's annual statement, a process is commenced whereby the organization is requested to provide information relating to:-

1. Grants received during the 2019/20 financial year that relate to the 2020/21 financial year. The State and Federal Governments can prepay grants for various projects to be carried out by Council.

Under the new Accounting Standard, AAS1058 some of the income received above, may be recognised as income in 2020/21 financial year.

2. Projects that continued to be works in progress as at 30 June 2020 and require funding to be carried forward to 2020/21 to complete those works. Several projects listed in the 2019/20 capital programs were scheduled to take more than one financial year to be completed. As such, it is requested that the outstanding funds for those projects are carried forward to enable the full completion of the projects.

The conditions associated with any requests for money to be carried over from the previous financial year and the current financial year is:

1. The organization must have a surplus of funds from the 2019/20 year before a carryover will be approved;
2. Individual business units must have a surplus of funds from the 2019/20 year before a carryover will be approved;

#### OPTIONS

1. Council can resolve to approve the carryovers and include the funding in the 2020/21 budget.
2. Council can resolve to approve the carryovers with amendments.
3. Council can resolve not to approve the carryovers.

#### LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*
- *City of Ballarat Council Plan 2017-2021*
- *Local Government Act 2020*

#### REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	No	No
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Financial/Resources** – The total funds requested to be carried forward to the 2020/2021 financial year will be sourced from the cash in excess of the forecast financial position contained within the Ballarat City Councils 2019/20 budget. The approval of the carryovers will be within the parameters of the Ballarat City Council's Long Term Financial Strategy. Refer Attachment Statement of Cash Flows Management Report for the impact on Cash as a result of adopting Carry Overs.

**Risk Management** – Should Council resolve not to approve all or part of the carryovers Council would need to review the 2020/21 budget in order to source funds to for expenditure that is committed, either for grant requirements or projects currently in progress.

### **OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

### **REFERENCE DOCUMENTS**

- City of Ballarat 2020/21 Budget

### **ATTACHMENTS**

1. Final Carryovers August 2020 [**10.8.1** - 3 pages]
2. Statement of CF CO Mgt Report [**10.8.2** - 1 page]



<b>Business Unit</b>	<b>Budget Type</b>	<b>Project Description</b>	<b>Carry Over Amount</b>	<b>Grant Received in Advance</b>	<b>Funding Source</b>
Economic Growth	Recurrent	World Heritage Bid	1,537	No	Council
Economic Growth	Recurrent	World Heritage Bid	29,985	No	Council
Property and Facilities Management	Capital	Facilities	243,174	No	Council
Property and Facilities Management	Capital	Outdoor Pool	59,150	No	Council
Information Services	Capital	Desktop Equipment	155,933	No	Council
Engaged Communities	Recurrent	Ballarat North Engaged Communities	47,050	No	Council
Engaged Communities	Recurrent	Little Bridge st Bus Exchange Graffiti Grant	23,723	No	Council
Engaged Communities	Recurrent	Community Activation & Social Isolation Initiative	33,860	Yes	State
Engaged Communities	Capital	Social Infrastructure Fund	612,237	No	Council
Engaged Communities	Recurrent	Sons of The West	22,974	No	Contribution
Information Services	Capital	IT Infrastructure Strategy	2,481,498	No	Council
Information Services	Capital	IT System Development	3,089,850	No	Council
Operations	Capital	Sealing of Marty Bush entrance and carpark	61,890	No	Council
Operations	Capital	Arch of Victory Lighting	50,000	No	Council
Fleet Management	Capital	Fleet	383,839	No	Council
Arts and Tourism	Capital	Public Art	156,614	No	Council
Arts and Tourism	Recurrent	Art Incubator	60,000	No	Council
Ageing Well	Recurrent	PDA replacement	40,630	No	Council
Business and Service Improvement	Capital	Smart Cities grant	18,601	Yes	State
Infrastructure	Capital	Lake Street Stage 1 - Wendouree	704,149	No	Council
Infrastructure	Capital	Scotchman's Lead Road - Scotchman's Lead	312,993	No	Council
Infrastructure	Capital	Orchard Lane, Brown Hill	12,365	No	Council
Infrastructure	Capital	Charlesworth Street Retarding Basin	500,000	No	Council
Infrastructure	Capital	Charlesworth Street Retarding Basin	1,000,000	Yes	State
Infrastructure	Capital	LED Residential Street lighting	500,000	No	Council
Family and Children's Services	Recurrent	Enhanced MCH	72,614	Yes	State
Family and Children's Services	Recurrent	Best Start	25,784	Yes	State
Family and Children's Services	Recurrent	Supported Playgroups	160,792	Yes	State
Family and Children's Services	Recurrent	MCH - Sleep & Settling	82,248	Yes	State
Family and Children's Services	Recurrent	MCH Professional Development	10,365	Yes	State
Family and Children's Services	Recurrent	MCH Graduate Clinical Program	10,000	Yes	State
Family and Children's Services	Recurrent	MCH Cultural Safety training backfill	12,425	Yes	State
Family and Children's Services	Recurrent	CKR administration	19,935	Yes	State
Family and Children's Services	Recurrent	3yo Kindergarten	70,000	Yes	State
Family and Children's Services	Recurrent	CCCC (FDC)	680	Yes	State
Family and Children's Services	Recurrent	Early Childhood Language Program	2,688	Yes	State

<b>Business Unit</b>	<b>Budget Type</b>	<b>Project Description</b>	<b>Carry Over Amount</b>	<b>Grant Received in Advance</b>	<b>Funding Source</b>
Recreation Services	Capital	Lucas P-6	400,000	No	Council
Recreation Services	Capital	Alfredton Village Green	368,805	No	Council
Recreation Services	Capital	Hockey Ballarat	143,905	No	Council
Recreation Services	Capital	Western Oval	166,333	No	Council
Recreation Services	Capital	Russell Square Lighting	127,107	No	Council
Recreation Services	Capital	Eastern Oval Development	85,762	No	Council
Recreation Services	Capital	City Oval Change Rooms	25,000	No	Council
Recreation Services	Capital	Marty Busch Change Rooms	25,000	No	Council
Recreation Services	Capital	Alfredton Reserve Upgrade	134,556	No	Council
Recreation Services	Capital	St George Reserve	24,109	No	Council
Recreation Services	Capital	Badminton Amenities	95,399	No	Council
Recreation Services	Capital	M R Power Regional Park	168,086	No	Council
Recreation Services	Capital	Victoria Park Redevelopment	5,133,887	No	Council
Recreation Services	Capital	Royal Park (Buninyong)	1,820,994	No	Council
Recreation Services	Capital	Pleasant St Change Rooms	570,803	No	Council
Recreation Services	Capital	Learmonth Change Rooms	491,554	No	Council
Recreation Services	Capital	Marty Busch Netball Change Rooms	427,995	No	Council
Recreation Services	Capital	Trekardo Park Change Rooms	397,303	No	Council
Recreation Services	Capital	Alfredton Netball Rooms	431,554	No	Council
Recreation Services	Capital	Trekardo Park Lighting	195,278	No	Council
Recreation Services	Recurrent	Water Hub Feasibility	30,000	Yes	State
Economic Growth	Recurrent	Ballarat Long Term Growth	23,902	Yes	State
Economic Growth	Recurrent	Flood Planning	89,567	Yes	State
Arts and Tourism	Capital	Public Art	156,614	No	Council
Arts and Tourism	Recurrent	Arts Incubator grant	70,000	Yes	State
Learning and Community Hubs	Recurrent	DPC Engage! Program	17,553	Yes	State
Learning and Community Hubs	Recurrent	DPC FReeZA Program	5,662	Yes	State
Learning and Community Hubs	Recurrent	Intercultural Employment Pathways	8,417	Yes	State
Learning and Community Hubs	Recurrent	Cultural Diversity Week	4,018	Yes	State
Learning and Community Hubs	Capital	Library Books	55,020	No	Council
Learning and Community Hubs	Recurrent	Libraries After Dark Funding	19,743	No	Council
Property and Facilities Management	Capital	Fernery	741,359	No	Council
Regulatory Services	Capital	Parking Meter Replacement Program	164,832	No	Council
Regulatory Services	Capital	School Crossing Supervisors Shelters	11,768	No	Council
Regulatory Services	Capital	CBD Action Plan	253,570	No	Council
Regulatory Services	Capital	Parking Equipment	393,941	No	Council

<b>Business Unit</b>	<b>Budget Type</b>	<b>Project Description</b>	<b>Carry Over Amount</b>	<b>Grant Received in Advance</b>	<b>Funding Source</b>
Environment	Capital	Landfill Upgrade	1,760,530	No	Council
Arts and Tourism	Recurrent	ANZAC Day	8,500	Yes	State
Strategy and Implementation	Capital	Wendouree West Rec Reserve	2,758,758	Yes	State
Strategy and Implementation	Capital	Mars Stadium Stage 2	381,903	Yes	State
Strategy and Implementation	Capital	Bakery Hill	812,818	No	Council
Strategy and Implementation	Capital	Central Library	894,428	No	Council
Strategy and Implementation	Capital	Central Library	500,000	Yes	State
Strategy and Implementation	Capital	BESC Stage 2	3,371,105	Yes	State
Property and Facilities Management	Capital	All Waste Interchange	4,864,503	No	Council
Strategy and Implementation	Capital	Civic Hall	1,631,654	No	Council
Strategy and Implementation	Capital	Town Hall Ballroom	981,299	No	Council
Strategy and Implementation	Capital	HMT	1,163,691	No	Council
Property and Facilities Management	Capital	Miners Rest Land Acquisition	1,000,000	No	Council
Arts and Tourism	Capital	Christmas Decorations	90,336	No	Council
Governance & Risk	Recurrent	Insurance Claim HMT equipment	106,361	No	Council
Whole of Organisation	Recurrent	Grants Commission	7,333,007	Yes	Federal
Whole of Organisation	Recurrent	Ballarat Agriculture Society Grant	2,650,000	Yes	State
			54,657,872		

**G9 Statement of Cash Flows** **Management Report**

For the year ending 30 June 2021

Cash and Cash Equivalents & Term Deposits

	Forecast Actual		Budget	Forecast Budget
	Notes	2019/20	2020/21	2020/21
		\$'000	\$'000	\$'000
		Inflows	Inflows	Inflows
		(Outflows)	(Outflows)	(Outflows)
<b>Cash flows from operating activities</b>				
Rates and charges		111,741	106,801	106,801
Statutory fees and fines		4,218	4,059	4,059
User fees		20,737	18,333	18,333
Grants - operating		17,010	22,493	22,493
Grants - capital		11,048	2,200	2,200
Contributions - monetary		12,512	13,435	13,435
Interest received		1,250	1,800	1,800
Other receipts		3,364	1,278	1,278
Employee costs		(69,113)	(70,612)	(70,612)
Materials and services		(71,566)	(64,407)	(64,407)
<b>Carry Overs - Mostly Materials and Services</b>				<b>(11,094)</b>
Other payments		(3,124)	(3,510)	(3,510)
<b>Net cash provided by/(used in) operating activities</b> 4.4.1		<b>38,077</b>	<b>31,870</b>	<b>20,776</b>
<b>Cash flows from investing activities (Capital)</b>				
Payments for property, infrastructure, plant and equipment		(96,680)	(49,811)	(49,811)
<b>Carry Overs - PIPE</b>				<b>(43,564)</b>
Proceeds from sale of property, infrastructure, plant and equipment		3,464	350	350
Payments for investments		0	0	
Proceeds from sale of investments		0	0	
Loan and advances made		0	0	
Payments of loans and advances		0	0	
<b>Net cash provided by/ (used in) investing activities</b> 4.4.2		<b>(93,216)</b>	<b>(49,461)</b>	<b>(93,025)</b>
<b>Cash flows from financing activities</b>				
Finance costs		(1,816)	(3,117)	(3,117)
Proceeds from borrowings		10,000	22,206	
Repayment of borrowings		(4,201)	(5,206)	(5,206)
<b>Net cash provided by/(used in) financing activities</b> 4.4.3		<b>3,983</b>	<b>13,883</b>	<b>(8,323)</b>
<b>Net increase/(decrease) in cash &amp; cash equivalents</b>		<b>(51,156)</b>	<b>(3,708)</b>	<b>(80,572)</b>
Cash and cash equivalents at the beginning of the financial year (includes term deposits)		88,173	37,018	121,805
<b>Cash and cash equivalents at the end of the financial year (includes term deposits)</b>		<b>37,017</b>	<b>33,310</b>	<b>41,233</b>
<b>Less Restricted Cash</b>				
Sub Dividers Reserve		1,959		2,359
Developer Contributions Reserve		5,275		11,975
Asset Realisation Reserve (Sale of Land)		3,381		4,081
Total Restricted Cash		<b>10,615</b>		<b>18,415</b>
<b>Unrestricted Cash</b>				<b>22,818</b>

**10.9. CONTRACT FOR MICROSOFT LARGE ACCOUNT RESELLER**

**Division:** Corporate Services  
**Director:** Sean Portelli  
**Author/Position:** Chris Crawley – ICT Service Delivery Manager

**OFFICER RECOMMENDATION****Council resolves to:**

**Approve the execution of contract '2020/21 - 91Q' to deliver Microsoft software and associated services to the nominated Large Account Reseller with an estimated amount of \$2,025,000.00 (GST excl.) for a period of thirty six months, effective as of 1 August 2020.**

**EXECUTIVE SUMMARY**

Council enter into a new Microsoft Enterprise Agreement as a result of the market testing completed by Municipal Association of Victoria (MAV) and Council officers.

**RATIONALE**

Council has strategically invested in Microsoft and has multiple options for purchasing Microsoft products and services, including:

- a. Microsoft Enterprise Agreements;
- b. Microsoft Products and Services Agreement;
- c. Microsoft Open Agreements;
- d. Microsoft Cloud Agreement (through CSPs); and
- e. Microsoft Online Subscription Agreement.

Council has confirmed it is the most economic approach to renew and utilise an Enterprise Agreement (EA) and Microsoft Products and Services Agreement (MPSA). Our existing agreement is due for renewal in August 2020.

The individual agreements containing Microsoft products and services within an Enterprise Agreement are sold through a Large Account Reseller (LAR). MAV continually tender for LAR's to manage Microsoft licencing on behalf of Councils across Victoria.

The MAV tender process appointed five vendors as preferred suppliers under the contract. Council will proceed with one of these five vendors.

Within each year period of the agreement Council can amend products and quantities as required. With council entering another EA and MPSA it will provide savings of \$389,000 over the three years of the agreement as opposed to purchasing licences and upgrades under the Government Open Licensing program.

The large account reseller has an excellent understanding of the Microsoft Software and provided the best advice and pricing from MAV's preferred suppliers panel. The contract renewal amount for year one is included in the existing Information Communications and Technology budget for the 2020/21 year.

**KEY ISSUES**

1. The MAV procurement is a State Government endorsed initiative aimed at delivering efficient and cost-effective products and services across Councils through the aggregation of demand for the services. It is the State Government's policy for Local Government to be given access to these services.
2. The Minister for Local Government has exercised discretionary power under the *Local Government Act 1989* (the Act) and exempted contracts entered into by Councils under MAV's 'Preferred Supplier Panel' from the tendering requirements in section 186 of the Act.
3. The Act will continue to support 'value for money' with relevant tender exemptions.
4. The City of Ballarat currently operates its compute, storage and network in Microsoft's Public Cloud, hosted in Melbourne, VIC and backup services in Sydney NSW. This agreement encompasses our rights to use Microsoft operating systems, applications, servers, network infrastructure, security and storage.
5. By entering into the EA and MPSA contracts for Microsoft products and services under the MAV agreement, the City of Ballarat is able to provide essential technology services for all sites for a significantly lower price than would otherwise have been achievable without access to the buying power of the Whole of Victorian Government.
6. The option of tendering either in the City of Ballarat's name or under Strategic Purchasing was rejected based on the volume discounts obtained under the MAV agreement.

**RELATION TO COUNCIL PLAN/POLICY**

7. Council aims to deliver quality services that are responsive to business and community expectations, demonstrably cost-effective and subject to public accountability. Council is committed to delivering its services equitably and in a way that meets customer needs, minimises costs and recognises Council accountability.
8. No identified social implications.
9. No identified environmental implications.
10. No identified contributions to 'Liveability'.
11. Council's prosperity is positively impacted as this enhances our economic position by having tools that are modern and ready for new and innovative events and services by Council staff.
12. Council's sustainability is strongly impacted as appropriate leverage of modern technology is fundamental for efficient internal operations.
13. No identified contributions to 'Accountability'.

**GOVERNMENT RELATIONS**

14. The MAV 'Microsoft Arrangement' appoints MAV to act exclusively on behalf of the City of Ballarat for the purpose of acquiring Microsoft products and services including:
-

- representing the City of Ballarat in negotiating and preparing the Microsoft contract and providing any notice or instruction required under the Microsoft contract;
  - resolving any disputes with Microsoft and/or the Large Account Reseller; and
  - representing the City of Ballarat if any dispute arose between the City of Ballarat, Microsoft and/or the Large Account Reseller.
15. Being part of the Whole of Government approach to Microsoft products and services provides an opportunity to benefit from economies of scale, aggregate services and strengthened bargaining power. Working together will achieve significant price reductions in modern technology.

## **FINANCE**

16. The estimated cost of the EA product and services is \$600,000 AUD annually and the MPSA \$75,000.
- From the EA, \$500,000 is recurrent operational expense
  - From the EA, \$100,000 is year 1 capital (project) expense
  - From the MPSA, \$75,000 is recurrent operational expense

## **LEGAL**

17. The Minister for Local Government has exercised discretionary power under section 186 of the Act, allowing the Council to enter into the arrangement without being first required to give public notice and invite tenders.
18. Section 186 of the Local Government Act 1989 (“the Act”) provides that before a Council enters into a contract for the purchase of goods or services, or for the carrying out of works, to the value of \$150,000 (for goods or services) or \$200,000 (for works) or more it must give public notice of the purpose of the contract and either invite expressions of interest or tenders from any person wishing to undertake the contract.
19. However, section 186 provides for exemptions from the above requirements in certain circumstances including if:

S. 186(1) amended by No. 59/1999 s. 6. (5)(c) “the contract is entered into in accordance with arrangements approved by the Minister for the purposes of this sub-section;”

20. The Minister for Local Government has exercised discretionary power under section 186 of the Act, issuing an exemption from tendering for contracts entered under the MAV Preferred Supplier Panel arrangement.

## **COMMENTS**

21. MAV has gone to tender for the Microsoft products and services and received exemption from the Minister for Local Government by demonstrating that appropriate procurement procedures were followed, and that significant value has been achieved.

## **CURRENT ARRANGEMENTS**

22. Council strategically invested in Microsoft’s products and services over the last 5 years in order to deliver a modern working platform. This particularly came to bear fruit in

2020 as it, as well as other initiatives, facilitated the rapid adoption of mobile working during the COVID-19 pandemic.

### PROPOSED ARRANGEMENTS

23. Under the proposed arrangements:

- all Microsoft products and services will be provided by this arrangement;
- these services will be upgraded based on the needs of the business areas; and
- the City of Ballarat will receive the advantage of the Whole of Government rates for products and services as negotiated with Microsoft under the MAV agreement.

### RATIONALE FOR ENTERING THIS ARRANGEMENT

24. To continue to build the City of Ballarat relationship with MAV and the State Government in relation to Information Technology and Communications.

25. The renewal continues to facilitate Council’s productivity and capacity for digital services. This enables the organisation to be connected, secured and always available. Additionally, the alignment to Microsoft products assists in future proofing innovative digital services. If Council does not renew, the Microsoft system will be more expensive and ICT services will slow to unacceptable levels or prevent further expansion.

26. The capital costs as part of this agreement have been identified and endorsed as part of the ICT Major Projects initiatives such as Customer Relationship Management (CRM).

27. Overall, the MAV and State Government arrangements provides access to significant savings for the City’s technology requirements.

### LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *City of Ballarat Procurement Policy*
- *Local Government Act 2020*
- *Local Government Act 1989*

### REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	No	No
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	No	No
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No



**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Financial/Resources** – As contained in report.

### **OFFICERS DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

### **REFERENCE DOCUMENTS**

- City of Ballarat Procurement Policy

### **ATTACHMENTS**

Nil

**10.10. CONTRACT FOR TELECOMMUNICATIONS DATA AND INTERNET CONNECTIVITY**

**Division:** Corporate Services  
**Director:** Sean Portelli  
**Author/Position:** Chris Crawley - ICT Service Delivery Manager

**OFFICER RECOMMENDATION****Council resolves to:**

1. **Approve the execution of contract '2020/21 - 93Q' to deliver essential telecommunications data and Internet connectivity to the nominated Service Provider with an estimated amount of \$1,260,000.00 (GST excl.) for a period of thirty-six months.**

**EXECUTIVE SUMMARY**

Council can enter into a new telecommunications data and Internet connectivity agreement as a result of the market testing completed by the State of Victoria's Department of Premier and Cabinet (DPC) and Council officers.

**RATIONALE**

Council has operationally aligned its investment in connectivity for data and internet services with the facilities operated by Council. The recommended provider has an excellent understanding of the operational requirements for our facilities and provided the best advice and pricing from DPC's preferred suppliers panel, which is referred to as TPAMS2025. The contract renewal amount for year one is included in the existing Information Communications and Technology budget for the 2020/21 year.

The upgrades will facilitate increased productivity at remote sites and capacity for digital services. This enables online events across our locations and enables future innovative digital services. If the upgrades do not occur, these services will slow to unacceptable levels or prevent further expansion.

The upgrades will reduce the complexity of Council's network structure and remove dependency on aged infrastructure. This will reduce the reliance on internally maintained equipment and the technical expertise of staff required to maintain the network. There is no capital cost to upgrade the data or Internet services. The proposed arrangements will provide access for the City of Ballarat to reduced monthly charge rates for the Internet and data services required than otherwise would be available to it. Overall, the State Government tender provides access to significant savings for the City's Internet and data requirements.

**KEY ISSUES**

1. TPAMS2025 is a State Government initiative aimed at delivering cheaper telecommunications services across Government through the aggregation of demand for the services. It is the State Government's policy for Local Government to be given access to these services.

2. The Minister for Local Government has exercised discretionary power under the *Local Government Act 1989* (the Act) and exempted contracts entered by Councils under TPAMS2025 from the tendering requirements in section 186 of the Act.
3. The Act will continue to support 'value for money' with relevant tender exemptions.
4. TPAMS2025 is supported by the DPC and several other local authorities have already entered arrangements through the TPAMS2025 agreement including most Councils in Victoria.
5. The TPAMS2025 agreement covers Voice, Mobile, Data, Internet and Unified Communications services being provided by several Government Approved Telecommunication Suppliers.
6. The City of Ballarat currently requires upgrades to all network links for Council sites that operate in its municipality. These upgrades are required to support the additional network traffic that is being demanded as a result of new systems, greater utilisation of existing systems and the continuing demand for greater access to information.
7. By entering into the contract for data services under the TPAMS2025 agreement, the City of Ballarat will be able to upgrade and provide necessary data services for all sites for a significantly lower price than would otherwise have been achievable without access to the buying power of the Whole of Victorian Government.
8. Under the existing arrangements the level of service would be insufficient to meet the needs of the organisation and the cost of the services would escalate above the proposed rates under the TPAMS2025 agreement. It is estimated that the increase in costs would be between \$300,000 and \$800,000 per annum.
9. Council capital build cost for investing its own services is estimated at \$6M with a 15-year lifespan (estimated \$120 per meter approx. 50,000 meters). Additional on-goings such as conduit rental, capacity, and breakages are additional recurrent operational expenses. Under the contract and the TPAMS2025 agreement the capital cost of upgrading is waived.
10. The option of tendering either in the City of Ballarat's name or under Strategic Purchasing was rejected based on the volume discounts obtained under the TPAMS2025 agreement.

## **COVERAGE OF SERVICES**

1. Data and Internet services for all City of Ballarat 'ICT Enabled' sites are covered by this agreement, including:
    - The Phoenix
    - Town Hall
    - Ballarat Library
    - City Wide Services
    - Robert Clark Centre
    - Girrabanya Child Care Centre
    - Sebastopol Library
    - Wendouree Library
    - Ballarat Aquatic & Lifestyle Centre
    - Ballarat Regional Soccer Facility
    - Buninyong M&CH Centre
-

- Local Laws & Traffic Depot
- Wendouree Childcare
- Mars Stadium
- Lucas Community Hub
- Bonshaw M&CH
- Meals on Wheels
- Civic Hall
- Eureka Centre
- Eureka Swimming Pool

### **TIME FRAME**

11. Upon approval from Council and execution of the contract and TPAMS2025 agreement, the Service Provider will immediately schedule works to upgrade the links.
12. The term of the contract and TPAMS2025 agreement will require Council to commit to the arrangement until 2023.

### **RELATION TO COUNCIL PLAN/POLICY**

13. Council aims to deliver quality services that are responsive to business and community expectations, demonstrably cost-effective and subject to public accountability. Council is committed to delivering its services equitably and in a way that meets customer needs, minimises costs and recognises Council accountability.
14. No identified social implications.
15. No identified environmental implications.
16. No identified contributions to 'Liveability'.
17. Council's prosperity is positively impacted as this enhances our economic position by having facilities that are modern and ready for new and innovative events.
18. Council's sustainability is strongly impacted as appropriate Internet and data access is fundamental for efficient internal operations.
19. No identified contributions to 'Accountability'.

### **GOVERNMENT RELATIONS**

20. The TPAMS2025 agreement appoints DPC to act exclusively on behalf of the City of Ballarat for the purpose of acquiring TPAMS2025 Products and Services including:
  - representing the City of Ballarat in negotiating and preparing the contract and providing any notice or instruction required under the contract,
  - resolving any disputes with the Service Provider; and
  - representing the City of Ballarat if any dispute arose between the City of Ballarat and the Service Provider.
21. Being part of the Whole of Government approach to telecommunications provides an opportunity to benefit from economies of scale, aggregate services and strengthened bargaining power. Working together will achieve significant price reductions in telecommunications.

**FINANCE**

22. The estimated cost of data services is \$1,260,000 (Excl. GST) over the 3-year life of the contract, or \$420,000 per annum.
23. Whilst most City of Ballarat network connections will increase in size from this contract, annual costs are expected to remain the same as current network charges.

**LEGAL**

24. The Minister for Local Government has exercised discretionary power under section 186 of the Act, allowing the Council to enter into the arrangement without being first required to give public notice and invite tenders.
25. Section 186 of the Local Government Act 1989 (“the Act”) provides that before a Council enters into a contract for the purchase of goods or services, or for the carrying out of works, to the value of \$150,000 (for goods or services) or \$200,000 (for works) or more it must give public notice of the purpose of the contract and either invite expressions of interest or tenders from any person wishing to undertake the contract.
26. However, section 186 provides for exemptions from the above requirements in certain circumstances including if:  
  
S. 186(1) amended by No. 59/1999 s. 6. (5)(c) “the contract is entered into in accordance with arrangements approved by the Minister for the purposes of this sub-section;”
27. The Minister for Local Government has exercised discretionary power under section 186 of the Act, issuing an exemption from tendering for contracts entered under the TPAMS2025 arrangement.

**COMMENTS**

28. The DPC have gone to tender for the TPAMS2025 services and have received exemption from the Minister for Local Government by demonstrating that appropriate procurement procedures were followed, and that significant value has been achieved.

**CURRENT ARRANGEMENTS**

2. All data services are currently out-of-contract and provided by the existing Service Provider, at historically negotiated rates, on a month by month basis.
3. Internet services are split between two Service Providers, at historically negotiated rates, on a month by month basis.

**PROPOSED ARRANGEMENTS**

4. Under the proposed arrangements:
    - all essential data services will be provided by the TPAMS2025 agreement,
    - all primary Internet services will be provided by TPAMS2025 agreement,
    - these services will be upgraded based on the needs of the business areas, and,
-

- the City of Ballarat will receive the advantage of the Whole of Government rates for data services as negotiated with the Service Provider under the TPAMS2025 agreement for up to the next three years.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- Charter of Human Rights and Responsibilities Act 2006*
- Local Government Act 2020*
- Local Government Act 1989*
- City of Ballarat Council Plan 2017-2021

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	No	No
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	No	No
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No

**Human Rights** – It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Financial/Resources** – As contained in report

## OFFICERS DECLARATIONS OF INTEREST

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

## REFERENCE DOCUMENTS

- City of Ballarat Procurement Policy

## ATTACHMENTS

Nil

**10.11. CONTRACTS SPECIAL COMMITTEE MINUTES - 29 JULY 2020**

**Division:** Corporate Services  
**Director:** Sean Portelli  
**Author/Position:** Lorraine Sendall - Executive Assistant, Director Corporate Services

**OFFICER RECOMMENDATION**

**Council resolves to:**

- 1. Note, as per the *Local Government Act 2020* Section 66 that this matter is designated confidential.**
- 2. Receive the Contracts Approval Special Committee minutes of the meeting held on 29 July 2020.**

**EXECUTIVE SUMMARY**

The purpose of this report is to provide Council with copies of minutes of Council's Contracts Approval Special Committee in accordance with the adopted Terms of Reference. At the meeting of this Committee held on 29 July 2020, one contract was approved by the Committee. This report provides a copy of the minutes of this meeting as well as detailing summary information in relation to this Contract.

**RATIONALE**

To ensure good governance and transparent decision making, minutes of meetings of the Special committees are presented to Council and kept in accordance with the adopted Terms of Reference and Meeting Procedure Local Law 2018. This report advises that minutes of the Contracts Approval Special Committee (the Committee) are attached to this report for the meeting held on 29 July 2020

The Committee has been established to more effectively facilitate Council's Capital Works Program. To that end, the Committee has been established and will meet weekly, as required, in order to provide Council Officers with necessary decisions of Council to enable procurement processes to be completed.

**LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS**

- *Charter of Human Rights and Responsibilities Act 2006*
- *Local Government Act 1989*
- *Local Government Act 2020*
- City of Ballarat Council Plan 2017-21
- City of Ballarat Industry Participation Program
- City of Ballarat Purchasing/Procurement Policies and Procedures

**LOCAL CONTENT**

<b>Contract</b>	<b>Awarded to</b>	<b>Value</b>	<b>Outcomes</b>	<b>Local Content Outcome</b>
2019/20-384	Mantric Architecture Pty Ltd	\$270,860.00 (excluding GST)	Design Works – Stage Two – Ballarat Sports Events Centre	No

**REPORTING AND COMPLIANCE STATEMENTS**

<b>Implications</b>	<b>Considered in Report?</b>	<b>Implications Identified?</b>
<b>Human Rights</b>	Yes	No
<b>Social/cultural</b>	Yes	Yes
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	Yes	Yes
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	No	No
<b>Evaluation and Review</b>	No	No

**Human Rights** - It is considered that this Report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Social/Cultural** - The inclusion of the minutes in the Council agenda and their availability to the public will increase awareness of the activities of the Contracts Approval Special Committee and could increase community involvement in decision making at Council.

**Risk Management** – To ensure good governance and transparent decision making, minutes of meetings of the Contracts Approval Special Committee are presented to Council and kept in accordance with the adopted Terms of Reference and Meeting Procedure Local Law 2018.

**Financial** – As contained within the report.

**OFFICER' DECLARATIONS OF INTEREST**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this Report.

**REFERENCE DOCUMENTS**

- City of Ballarat Purchasing/Procurement Policy
- Contracts Approval Special Committee Terms of Reference

**ATTACHMENTS**

1. Contracts Minutes Wednesday 29 July 2020 [10.11.1 - 4 pages]





## ***CONTRACTS SPECIAL COMMITTEE***

### ***MINUTES***

***29 July 2020***

**MINUTES OF THE MEETING OF THE SPECIAL CONTRACTS COMMITTEE  
OF THE BALLARAT CITY COUNCIL, HELD BY A VIRTUAL MEETING  
ON WEDNESDAY 29 JULY 2020 AT 4:30PM**

**Janet Dore  
(Chief Executive Officer)**

***MINUTES***

**ORDER OF BUSINESS:**

PRESENT

Cr Ben Taylor  
Cr Grant Tillett

IN ATTENDANCE

Ms Janet Dore (Chief Executive Officer)  
Mr Sean Portelli (Director Business Services)  
Mr Neville Ivey (Director Community Development)  
Ms Lorraine Sendall (Minutes)

APOLOGIES

Cr Mark Harris

**RESOLUTION:**

**That the apology from Cr Harris be received.**

Moved Cr Ben Taylor  
Seconded Cr Grant Tillett

**CARRIED**

ELECTION OF CHAIR

**Cr Tillett nominated Cr Taylor as Chair for this meeting.**

DECLARATIONS OF INTEREST

No conflicts of interest were recorded.

CONFIRMATION OF MINUTES

**RESOLUTION:**

**That the minutes of the Contracts meeting held on 22 July, 2020 as circulated, be confirmed.**

Moved Cr Ben Taylor  
Seconded Cr Grant Tillett

**CARRIED**

SECTION 89 MATTERS

**RESOLUTION:**

**That the Committee resolves, pursuant to Section 89(2) of the Local Government Act 1989, that the meeting be closed to members of the public, whilst the Committee is dealing with the following matters, that may include matters that are Commercial in Confidence that may prejudice Council: -**

Moved Cr Ben Taylor  
Seconded Cr Grant Tillett

**CARRIED**

## TABLE OF CONTENTS

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<b>5.1 TENDER 2019/20-384 BALLARAT SPORTS AND EVENTS CENTRE STAGE TWO - ARCHITECTURAL SERVICES (RO NEVILLE IVEY / REBECCA LOVE)</b>	<b>4</b>

**5.1 TENDER 2019/20-384 BALLARAT SPORTS AND EVENTS CENTRE STAGE TWO  
- ARCHITECTURAL SERVICES**  
(RO – Neville Ivey / Rebecca Love)

**SUMMARY**

This report recommends that the Contracts Special Committee approves awarding a Contract to complete the design works for Stage 2 development of the Ballarat Sports Events Centre. The design works are to include three outdoor (3 x 3) basketball courts, one mobile (3 x 3) court for events, an elite training centre, learning spaces, façade upgrade and provide connection of the new space to the existing Netball Centre and Ballarat Sports Events Centre.

**RESOLUTION**

**The Contracts Approval Special Committee resolves to:**

- 1. Award Tender 2019/20-384 for the provision of Ballarat Sports Events Centre – Stage Two Design Works to Mantric Architecture Pty Ltd for the total tendered price of \$270,860.00 (excluding GST). The contract term is for two years and six months with the provision of a one year extension at Council’s sole discretion.**
- 2. Delegate to the Chief Executive Officer authority to execute the associated Contract on behalf of Council.**

Moved Cr Grant Tillett  
Seconded Cr Ben Taylor

**CARRIED**

**RESOLUTION:**

**That the Contracts Committee resolves to come out of committee and adopt the resolutions made therein.**

Moved Cr Grant Tillett  
Seconded Cr Ben Taylor

**CARRIED**

There being no further business, the Chairperson declared the meeting closed at 4:46pm

**Confirmed this day of \_\_\_\_\_, 2020**

.....  
**Chairperson**

**10.12. S11A INSTRUMENT OF APPOINTMENT AND AUTHORISATION (PLANNING AND ENVIRONMENT ACT 1987)**

**Division:** Executive Unit  
**Director:** Janet Dore  
**Author/Position:** Sarah Anstis - Statutory Compliance Officer

**OFFICER RECOMMENDATION****Council resolves to:**

- 1. Revoke the S11A Instrument of Appointment and Authorisation (*Planning and Environment Act 1987*) for Angelique Lush (R181/20).**
- 2. Revoke the S11A Instrument of Appointment and Authorisation (*Planning and Environment Act 1987*) for Darren Sadler (R138/20).**
- 3. Revoke the S11A Instrument of Appointment and Authorisation (*Planning and Environment Act 1987*) for Kimberley Purvis (R138/20).**

**EXECUTIVE SUMMARY**

The purpose of this report is to seek Council's endorsement to revoke the S11A. Instrument of Appointment and Authorisation under the *Planning and Environment Act 1987* for Angelique Lush, Darren Sadler and Kimberley Purvis.

**RATIONALE**

The Chief Executive Officer appoints the majority of authorised officers under section 224 of the *Local Government Act 1989*, through Council's delegation to the Chief Executive Officer. However, the appointment of authorised officers under the *Planning and Environment Act 1987* cannot be delegated by the Chief Executive Officer and must be made through a resolution of Council.

At the Council Meeting held on 22 July 2020, Council resolved R181/20 to endorse the authorisation of Angelique Lush under the *Planning and Environment Act 1987*. Angelique Lush is no longer in the role of Director Development and Planning and the authorisation requires revocation by Council resolution.

At the Council Meeting held on 27 May 2020, Council resolved R138/20 to endorse the authorisation of Darren Sadler under the *Planning and Environment Act 1987*. Due to Council's organisational restructure, Darren Sadler no longer requires an S11A Instrument of Appointment and Authorisation.

At the Council Meeting held on 22 July 2020, Council resolved R181/20 to endorse the authorisation of Kimberley Purvis under the *Planning and Environment Act 1987*. Kimberley Purvis is no longer in the role of Strategic Planner and the authorisation requires revocation by Council resolution.

## LEGISLATION, COUNCIL PLAN, STRATEGIES AND POLICY IMPACTS

- *Charter of Human Rights and Responsibilities Act 2006*;
- *Local Government Act 1989*;
- *Local Government (General) Regulations 2015*;
- *Planning and Environment Act 1987*; and
- City of Ballarat Council Plan 2017-2021.

## REPORTING AND COMPLIANCE STATEMENTS

Implications	Considered in Report?	Implications Identified?
<b>Human Rights</b>	Yes	No
<b>Social/Cultural</b>	No	No
<b>Environmental/Sustainability</b>	No	No
<b>Economic</b>	No	No
<b>Financial/Resources</b>	No	No
<b>Risk Management</b>	Yes	Yes
<b>Implementation and Marketing</b>	Yes	Yes
<b>Evaluation and Review</b>	Yes	Yes

**Human Rights** - It is considered that this report does not impact on any human rights identified in the *Charter of Human Rights and Responsibilities Act 2006*.

**Risk Management** - It is essential that Council's authorisations are constantly maintained and periodically monitored so that appropriate officers have the power to carry out their duties lawfully. This is a key component in Council meetings, as legislation requires Council to approve authorised officers under the *Planning and Environment Act 1987*.

**Implementation/Marketing** – As per section 12(f) of the *Local Government (General) Regulations 2015*, Council will make the details of the current authorised officers under section 224(1A) of the Act available for public inspection.

Council will make the register of authorised officers available on Council's website for public transparency purposes.

**Evaluation and Review** - Council's authorisations are reviewed and updated upon changes to the role of a Council Officer, legislative changes and at cessation of employment.

## CONSULTATION

There has been consultation with relevant managers and officers to ensure the correct officers have been authorised to complete tasks.

The revocation and conferring of authorisations does not require any public consultation, however, Council is required to keep a register of all authorised officers available for public inspection.

## OFFICERS DECLARATIONS OF INTEREST

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

**REFERENCE DOCUMENTS**

- Council report and resolution from 22 July 2020.

**ATTACHMENTS**

Nil

**10.13. OUTSTANDING QUESTION TIME ITEMS**

**Division:** Executive Unit  
**Director:** Janet Dore  
**Author/Position:** Sarah Anstis -Statutory Compliance Officer

**OFFICER RECOMMENDATION**

**Council resolves to:**

**Endorse the Outstanding Question Time report.**

**EXECUTIVE SUMMARY**

This report provides Council with an update of responses to questions taken on notice and outstanding unanswered questions from public question time.

**RATIONALE**

The City of Ballarat Meeting Procedure Local Law, Division 8, calls for a standard agenda item at each Council Meeting that reflects unanswered questions from public question time.

**LEGISLATION, COUNCIL PLAN, STRATEGY AND POLICY IMPLICATIONS**

- City of Ballarat Meeting Procedure Local Law

**CONSULTATION**

Nil

**OFFICERS DECLARATION OF INTERESTS**

Council Officers affirm that no direct or indirect interests need to be declared in relation to the matter of this report.

**REFERENCE DOCUMENTS**

Nil

**ATTACHMENTS**

1. Outstanding Question Time Items [10.13.1 - 1 page]
2. QT56/20 & QT57/20 - John Barnes [10.13.2 - 2 pages]
3. QT64/20 - Susanne McKenzie [10.13.3 - 1 page]
4. QT65/20 - Helen Lewers [10.13.4 - 1 page]
5. QT66/20 - Anne Beggs- Sunter [10.13.5 - 1 page]



Outstanding Question Time Items						
Meeting	Status	Requested	Question	Officer Responsible	Response	
QT56/20 22/7/2020	Closed	John Barnes	An officers report on Ballarat Airport Redevelopment to the council meeting on December 11 2019 did not detail staging of works. The Business case did not even consider it. The report said that "The project will be subject to a detailed risk analysis and risk management plan if the funding application is successful." Has this been done and when will it be presented to council? Will that report include detailed costs and timelines for stage 1?	Darren Sadler, Acting Director Infrastructure and Environment	Darren Sadler, Acting Director Infrastructure and Environment provided a written response (see attached)	
QT57/20 22/7/2020	Closed	John Barnes	When will you be in a position to explain whether they include the costs of providing an alternative access road to the airport and what the costs of that road upgrade are, to outline when all works are scheduled to begin and be completed, what constraints will apply to aircraft using the runway once this first stage is completed, and how long your revised business case allows for completion of the full project?	Darren Sadler, Acting Director Infrastructure and Environment	Darren Sadler, Acting Director Infrastructure and Environment provided a written response (see attached)	
QT62/20 12/8/2020	Open	Neil Huybrechts	I understand Daniel Siemensma was appointed last year to, among other things, liaise with environmental community groups who are doing volunteer work on Council land. What is Daniel's actual job description?	Darren Sadler, Acting Director Infrastructure and Environment	Written response to be provided.	
QT63/20 12/8/2020	Closed	Gerald Jenzen	Now over 10 weeks since Lydiard Street has been closed to Traffic. Council's last meeting indicated it would continue to request updates on the cause of the accident. There is nothing in the agenda to indicate any progress. Finding the cause of the accident will not repair the gates. The onus is on Councilors to immediately advocate for the restoration of the gates and reopening Lydiard Street. The question is when are you going to do it?	Natalie Robertson, Acting Director Development and Growth	Written response provided	
QT64/20 12/8/2020	Closed	Susanne McKenzie	After recently acquiring a kelpie from the City of Ballarat animal shelter, I took him to the Dowling Street dog park twice daily. Since its closure last Thursday a one hour walk on a leash each day is not sufficient for a kelpie - they need to run. (I note that around half of the dogs using the park are kelpies, border collies and similar herd dogs.) If the seats were to be taped off the only point of contact would be the gates for which dog owners should observe the same recommended hygiene practice and social distance when out in public for other permitted purposes. Accordingly, I respectfully submit that Council exercise its discretion and reopen the fenced dog parks and thereby make the kelpies of Ballarat happy again. I take this opportunity to commend the person or persons responsible for the design and implementation of the Dowling Street dog park.	Neville Ivey Acting Director Community Wellbeing	Neville Ivey, Director Community Development provided a written response (see attached)	
QT65/20 12/8/2020	Closed	Helen Lewers	Would Councilors please reject the proposal for funds for kayaking facilities along the Yarrowee River, instead putting them to better use to enhance water quality, adequately remove rubbish (with ongoing funding) and to restore the ecology of the river and environs to its former glory? Walking/cycling tracks for a wide range of Ballarat residents is preferred to developing a potentially environmentally destructive sport for only a small fraction of the community.	Natalie Robertson, Acting Director Development and Growth	Natalie Robertson, Acting Director Development and Growth provided a written response (see attached)	
QT66/20 12/8/2020	Closed	Anne Beggs-Sunter	Have Councilors been briefed on alternatives to lighting the Steve Monagetti Track around Lake Wendouree, which respond more sensitively to both the needs of wildlife for protection from artificial light, and the need to reduce visual clutter of poles and structures around the Lake?	Darren Sadler, Acting Director Infrastructure and Environment	Darren Sadler, Acting Director Infrastructure and Environment provided a written response (see attached)	

PO Box 655  
Ballarat Vic 3353  
AUSTRALIA

Telephone: 03 5320 5500  
Facsimile: 03 5333 4061



Date: 5 August 2020  
Our Ref: DS:bk  
Your Ref: QT56/20 & QT57/20  
Enquiries: (61) 03 5320 5500  
Email: info@ballarat.vic.gov.au

Mr John Barnes  
Email: [REDACTED]

Dear Mr Barnes

**RE: PUBLIC QUESTIONS ASKED AT COUNCIL MEETING AND SUBMISSION**

Further to your questions asked at the Council Meeting held 22 July 2020 as follows:  
*(QT56/20) Q1. An officers report on Ballarat Airport Redevelopment to the council meeting on December 11 2019 did not detail staging of works. The Business case did not even consider it. The report said that, "The project will be subject to a detailed risk analysis and risk management plan if the funding application is successful." Has this been done and when will it be presented to council? Will that report include detailed costs and timelines for stage 1?*

On advice In June 2020 that the Grant application to the Regional Airports Program: Round 1 application was successful Council is now preparing the Program Management Plan which outlines the strategy going forward. Council estimates that on acceptance of the Program Management Plan the milestones for the grant application will be as follows:

Milestone Number	Name	Estimated Start Date	Estimated Achievement date
1	Execution of Funding Agreement	01/07/2020	28/08/2020
2	Design	29/08/2020	31/12/2021
3	Tender for Construction	31/12/2020	15/03/2021
4	Construction	16/03/2021	30/06/2022

*(QT57/20) Q2. When will you be in a position to explain whether they include the costs of providing an alternative access road to the airport and what the costs of that road upgrade are, to outline when all works are scheduled to begin and be completed, what constraints will apply to aircraft using the runway once this first stage is completed, and how long your revised business case allows for completion of the full project?*

It is planned to provide the alternative access road to the Airport as part of this Stage 1 project. An outline of the works schedule and costing will occur during the design phase.

2.

**Submission on Item 10.4 State of the Buildings Report 2019/20**

*Thank you for the opportunity to make this submission to you tonight.*

*The State of the Buildings Report raises issues within the sections titled Current Works and Challenges, and Financial/Resources that council does not have a set methodology for assessing the impact of new assets on the long-term financial position of council, "the challenge to Council is to ensure all ongoing costs are identified early enough in the project concept stages, so as to ensure long term financial planning can be initiated"(p. 220).*

*Just as this is true for buildings, so too it is true for all other asset categories, which include roads, paths, bridges, drains, trees, parks, recreation facilities - like ovals, pools and indoor stadia, and so on.*

*I ask that council consider calling for a report to come to a future council meeting on a suitable methodology which may be applied to major capital expenditure as a standard and early means of determining the whole of life costs and benefits, and which might serve as the basis on which competing capital projects may be assessed and ranked.*

*As an aside, I note in the body of the report, the estimate for the amount needing to be spent on renewal of existing assets is 1% - 1.5% (p. 217). I note also that the depreciation figure from the 2020/21 budget for buildings equals 2.2% (ref. 4.1.9). Why wouldn't the figure in this report be the same as used in the budget?*

To ascertain a budget figure for the renewal of existing assets, the domain knowledge of the Director and relevant staff can be sought in the first instance. As a secondary element, the depreciation rate for a specified class of asset can be sought. With the Asset and Finance teams working together from both perspectives during the budget process, the most reliable figures can be captured.

Please contact me directly on [REDACTED] if you wish to discuss this matter further.

Yours sincerely



Darren Sadler  
Acting Director Infrastructure and Environment

CC: Mayor and Councillors  
Agenda Review  
Natalie Robertson, Executive Manager Development Facilitation

**Sarah Anstis**

---

**Subject:** RE: Dog Parks

**From:** Neville Ivey <[nevilleivey@ballarat.vic.gov.au](mailto:nevilleivey@ballarat.vic.gov.au)>  
**Sent:** Wednesday, 19 August 2020 8:47 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Dog Parks

Hi Susanne,

Thanks for taking the time to communicate with Council re the above important issue.

On the strength of your submission, I conducted a further risk assessment and am happy to report that all off lead dog parks are now open.

Kind regards

**Neville Ivey** | Acting Director Community Wellbeing

**City of Ballarat** | PO Box 655, Ballarat VIC 3353  
**P:** (03) 5320 5634 | **M:** [REDACTED] | [www.ballarat.vic.gov.au](http://www.ballarat.vic.gov.au)



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*The City of Ballarat acknowledges the Traditional Custodians of the land we live and work on, the Wadawurrung and Dja Dja Wurrung People, and recognises their continuing connection to the land and waterways. We pay our respects to their Elders past, present and emerging and extend this to all Aboriginal and Torres Strait Islander People*

**Please consider the environment before printing this email.**

PO Box 655  
Ballarat Vic 3353  
AUSTRALIA

Telephone: 03 5320 5500  
Facsimile: 03 5333 4061



Date: 14 August 2020

Our Ref: NR:kr

Your Ref: QT65/20

Enquiries: (61) 03 5320 5500

Direct Email: [info@ballarat.vic.gov.au](mailto:info@ballarat.vic.gov.au)

Ms Helen Lewers

Email: [REDACTED]

Dear Ms Lewers,

**RE: OUTSTANDING QUESTION TIME ITEM – QT65/20**

Thank you for your question. The plan flags a range of potential projects for the Yarrowee River over the next 25 years (including the Kayak trails), but there is no funding attached to any specific proposal. Projects to proceed to implementation would depend on funding becoming available, significant further work to investigate and provide more detailed plans and designs and be based around community support for changes and engagement with those key interested groups.

Adoption of the plan is not tied to delivering kayak infrastructure – but it is an option which has been flagged in the Master Plan and is supported by a range of other stakeholders.

The plan already does place the most emphasis on environmental values and restoration, and the plan for the next 25 years just seeks to continue the great community work undertaken to date in this regard.

Yours sincerely

A handwritten signature in blue ink, appearing to read "N. Robertson".

Natalie Robertson  
Acting Director Development and Growth

PO Box 655  
Ballarat Vic 3353  
AUSTRALIA

Telephone: 03 5320 5500  
Facsimile: 03 5333 4061



Date: 20 August 2020  
Our Ref: DS:tg:bk  
Your Ref: QT66/20  
Enquiries: (61) 03 5320 5500  
Email: info@ballarat.vic.gov.au

Ms Anne Beggs-Sunter  
Email: [REDACTED]

Dear Ms Beggs-Sunter

**RE: LAKE WENDOUREE LIGHTS**

Further to your question asked at the Council meeting held Wednesday 12 August 2020, *"Have Councillors been briefed on alternatives to lighting the Steve Moneghetti Track around Lake Wendouree, which respond more sensitively to both the needs of wildlife for protection from artificial light, and the need to reduce visual clutter of poles and structures around the Lake?"*, I provide the following response.

Council have been briefed on the project numerous times and the options pertaining to the design. The heritage advice both from Heritage Victoria and the heritage consultant who prepared the Heritage Impact Assessment (John Briggs) did not support a design which could be viewed as 'heritage', or in another parlance 'mock heritage'. As such the project moved forward on the advice derived from the Heritage Impact Assessment, Environmental, Cultural, and Arboreal reports along with advice from Heritage Victoria.

The design process presented many lights for consideration however, the selected luminaire best suited the projects requirements (based upon those said reports and the performance requirements). The selected fitting is dimmable, light projection is downwards towards the path and able to be programmed to keep its usage to the pre-dawn and evenings.

Please contact me directly on [REDACTED] if you wish to discuss this matter further.

Yours sincerely

A handwritten signature in black ink, appearing to read "Darren Sadler".

Darren Sadler  
Acting Director Infrastructure and Environment

CC: Mayor and Councillors  
Civic Support  
Agenda Review  
Tim Goddard, Project Manager

**11. NOTICE OF MOTION****11.1. BALLARAT RAILWAY GATES**

At the 24 June 2020 Ordinary Council Meeting, item 11.1 Notice of Motion (as amended) was deferred to a future Council meeting.

**That Council:**

- 1. That this Council notes and affirms the established heritage importance of the Ballarat Station Railway gates; and**
- 2. In view of the recent accident and damage to the gates requests VicTrack to keep Council fully informed of its plans to restore the gates and investigate the incident so that future risks to the public are eliminated; and**
- 3. Advises all relevant Ministers and stakeholders of this position.**
- 4. Notes that Council as the Responsible Planning Authority will deal with the future planning permit application on its merits.**

**Moved: Cr Samantha McIntosh**

**Seconded: Cr Grant Tillett**

**ATTACHMENTS**

1. Notice of Motion Form - Cr McIntosh [11.1.1 - 5 pages]



## **COUNCILLORS NOTICE OF MOTION FORM**

(In accordance with Division 4, Clause 31, Ballarat City Council Meeting Procedure Local Law)

**TO:** Chief Executive Officer – City of Ballarat

**FROM:** Cr Samantha McIntosh

**DATE:** 19/06/2020

I hereby give notice that at the Ordinary Meeting of Council on 24 June 2020 I will propose the following motion:

### **THAT Council:**

The position of Council with regard to the heritage railway gates resolved in 23 February 1997 is particularly relevant following the 30 May 2020 incident that resulted in damage to the gate.

In light of that position from the resolution of the 23 February 1997 Council Meeting:

#### **SUMMARY**

*This report deals with an application to relocate the existing interlocking railway gates at Lydiard Street North and to replace them with boom barriers (and associated new signals etc) and to undertake heritage restoration works to the gates their mechanisms and the adjacent signal box. The application has been publicly notified and six objections received. The report recommends that the application be refused.*

#### **RESOLUTION:**

***That Council issue a Notice of Refusal on the following grounds:***

- 1. The proposed works are not in accordance with the orderly and proper planning of the subject land and the area within which the land is situated.***



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2. ***The proposed works will significantly detract from the unique historical character of Ballarat.***
3. ***The proposal will significantly detract from the historical importance of the adjacent historical buildings and places.***
4. ***The conservation analysis provided in the application fails to meet Burra Charter principles or follow the JS Kerr process, and in particular fails to identify the significance of the Lydiard Street gates within a broader statewide and national context.***
5. ***The data on cost comparisons between alternative crossing treatments is inadequate, and a case of community financial hardship in the event of the refusal of the application is not established.***

I request that Council advocate this position to the following:

- Relevant Ministers
- Vic Track
- V-Line
- Heritage Victoria
- National Trust

Signed:



Dated:

19-06-2020

## Extracts from Meeting Procedure Local Law

### 31 Councillors may propose Notices of Motion


- 31.1 Prior to a Council Meeting, Councillors wanting to include a matter on the Agenda, must complete a Notice of Motion form.
- 31.2 A Notice of Motion form must be signed by the Councillor, and be lodged with the Chief Executive Officer (whether personally, by facsimile, email or otherwise) by 4pm the Thursday before the Council Meeting so as to allow sufficient time for him or her to give each other Councillor notice of such Notice of Motion, and to allow sufficient time for the Notice of Motion to be put in the Agenda for the next Council Meeting. If a Notice of Motion form is received after that time, it must, unless withdrawn, be included in Agenda for the following Council Meeting.
- 31.3. A Notice of Motion may be withdrawn by the Councillor who lodged it by a request in writing received (whether personally, by facsimile, email or otherwise) prior to the publication of the Agenda for which the Notice of Motion was intended. Otherwise, the item must be dealt with at a Council Meeting.
- 31.4 The Chief Executive Officer must reject any Notice of Motion which:
- 31.4.1. is too vague;
  - 31.4.2. is identical or substantially similar to a Notice of Motion or a Recession Motion that has been considered by the Council and lost in the preceding six (6) months;
  - 31.4.3. is defamatory;
  - 31.4.4. may be prejudicial to any person or Council;
  - 31.4.5. is objectionable in language or nature;
  - 31.4.6. is outside of the powers of Council;
  - 31.4.7. is a notice of motion submitted during the caretaker period; or
  - 31.4.8. is a matter subject to a Council decision making process which has commenced but not yet complete.
- 31.5 If the Chief Executive Officer rejects a Notice of Motion under sub-clause 31.4, he or she will inform the Councillor who lodged the Notice of Motion of that rejection and the reasons for it. The Councillor will be provide with 24 hours to lodge a revised Notice of Motion provided that the Meeting at which the Notice of Motion is to be considered is more than 24 hours from the time of rejection.
- 31.6. The Chief Executive Officer may reject and refer any Notice of Motion to the Council's Operational service request process if it relates to a matter that he or she determines is more appropriately addressed that way.
- 31.7. Subject to sub-clauses 31.8 and 31.9 a Notice of Motion must call for a Council report if the Notice of Motion:
- 31.7.1. substantially affects the level of Council services;

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- 31.7.2. commits the Council to expenditure in excess of \$20,000 and that has not been included in the adopted budget;
  - 31.7.3. establishes or amends a Council policy; or
  - 31.7.4. commits the Council to any contractual arrangement, as determined by the Chief Executive Officer.
- 31.8. Where a Notice of Motion is likely to commit Council to significant expenditure not included in the adopted budget then the Notice of Motion must call for a report for Council's consideration and public submission process if applicable.
- 31.9. The Chief Executive Officer may designate a Notice of Motion to be confidential in accordance with Section 89(2) of the Act, in which case the Notice of Motion will be confidential unless the Council resolve otherwise.
- 31.10. full text of any Notice of Motion accepted by the Chief Executive Officer must be included in the material accompanying the Agenda.
- 31.11. the Chief Executive Officer must arrange for a formal report to be prepared and presented to the Council for the purposes of sub-clause 31.7. Where practicable the report should be presented to the next Council Meeting.
- 31.12. The Chief Executive Officer must cause all Notices of Motion to be numbered, dated and entered in the Notice of Motion register in the order in which they were received.
- 31.13. Except by leave of Council, each Notice of Motion must be considered in the order in which they were received by the Chief Executive Officer.
- 31.14. If a Councillor who has given a Notice of Motion is absent from the Council Meeting or fails to move the motion when called upon by the Chairperson, any other Councillor may move the motion.
- 31.15. If a Councillor proposing the motion wishes to amend the Notice of Motion, he or she may do so by seeking leave of the Council to amend the Notice of Motion prior to it being seconded.
- 31.16. The Chairperson, having lodged a Notice of Motion in accordance with this clause, must vacate the Chair of the Council Meeting to move the Notice of Motion; and the Deputy Mayor or, in the absence of the Deputy Mayor, temporary Chairperson appointed by the Council, will take the Chair for the duration of consideration of the item.
- 31.17. If a Notice of Motion is not moved at the Council Meeting at which it is listed, it lapses.

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<b>Notice Received</b>	Date 19 June 2020
<b>Notice accepted / rejected by CEO (please circle)</b>	Date:- 19 June 2020 Signature:- 
<b>Notice Given To Councillors</b>	Date:- Signature:-
<b>Date of Meeting</b>	
<b>Notice Number</b>	

**11.2. ICAN CITIES APPEAL**

I hereby give notice that the Council Meeting scheduled to be held on 2 September 2020, I intend to move the following Notice of Motion:

**That Council:**

- 1. Endorses the ICAN Cities Appeal, that is, that Ballarat City Council “is deeply concerned about the grave threat that nuclear weapons pose to communities throughout the world. We firmly believe that our residents have the right to live in a world free from this threat. Any use of nuclear weapons, whether deliberate or accidental, would have catastrophic, far-reaching and long-lasting consequences for people and the environment. Therefore, we warmly welcome the adoption off the Treaty and the Prohibition of Nuclear Weapons by the United Nations in 2017, we call on our national government to sign and ratify it without delay.”**
- 2. Write to the Minister of Foreign Affairs and the Shadow Minister for Foreign Affairs informing them that Council has endorsed the ICAN Cities Appeal and call for the government to sign and ratify the Treaty of behalf of the Australian people.**
- 3. Write to ICAN to inform them of Council’s decision to join the ICAN Cities appeal.**

Cr Belinda Coates

**ATTACHMENTS**

1. Notice of Motion - Cr Coates [11.2.1 - 7 pages]

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**COUNCILLORS NOTICE OF MOTION FORM**  
 (In accordance with Division 4, Clause 31, Ballarat City Council Meeting  
 Procedure Local Law)

**TO:** Chief Executive Officer – City of Ballarat

**FROM:** Deputy Mayor, Councillor Belinda Coates

**DATE:** **24-August-2020**

I hereby give notice that at the Ordinary Meeting of Council on 2<sup>nd</sup> September 2020, I will propose the following motion:

**THAT Council:**

- (1) Endorses the ICAN Cities Appeal, that is, that Ballarat City Council "is deeply concerned about the grave threat that nuclear weapons pose to communities throughout the world. We firmly believe that our residents have the right to live in a world free from this threat. Any use of nuclear weapons, whether deliberate or accidental, would have catastrophic, far-reaching and long-lasting consequences for people and the environment. Therefore, we warmly welcome the adoption of the Treaty on the Prohibition of Nuclear Weapons by the United Nations in 2017, and we call on our national government to sign and ratify it without delay."
- (2) Writes to the Minister for Foreign Affairs and the Shadow Minister for Foreign Affairs informing them that Council has endorsed the ICAN Cities Appeal and call for the government to sign and ratify the Treaty on behalf of the Australian people.
- (3) Write to ICAN to inform them of Council's decision to join the ICAN Cities appeal.

A handwritten signature in blue ink, appearing to read "Belinda Coates", is written over a dotted line.

Signed: .....  
 (Signature of Councillor)

Dated: 24-08-2020

## Extracts from Meeting Procedure Local Law

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- 31.7. Subject to sub-clauses 31.8 and 31.9 a Notice of Motion must call for a Council report if the Notice of Motion:
  - 31.7.1. substantially affects the level of Council services;


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- 31.7.2. commits the Council to expenditure in excess of \$20,000 and that has not been included in the adopted budget;
  - 31.7.3. establishes or amends a Council policy; or
  - 31.7.4. commits the Council to any contractual arrangement, as determined by the Chief Executive Officer.
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  - 31.16. The Chairperson, having lodged a Notice of Motion in accordance with this clause, must vacate the Chair of the Council Meeting to move the Notice of Motion; and the Deputy Mayor or, in the absence of the Deputy Mayor, temporary Chairperson appointed by the Council, will take the Chair for the duration of consideration of the item.
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<b>Date of Meeting</b>	
<b>Notice Number</b>	

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## **BACKGROUND INFORMATION**

### **ICAN brief summary**

The Australian-founded International Campaign to Abolish Nuclear Weapons (ICAN) is a coalition of non-governmental organisations in more than one hundred countries promoting adherence to and implementation of the United Nations Treaty on the Prohibition of Nuclear Weapons. This landmark global agreement was adopted in July 2017 and led to ICAN being awarded the Nobel Peace Prize in 2017.

### **Background to Notice of Motion**

A number of requests for Ballarat Council to consider joining the ICAN appeal have been received over the past 2 years:

- via email from ICAN to all Ballarat Councillors in October 2018, January 2019, November 2019
- Online petition and email to all Councillors from Ballarat residents August 2020 (to be received by Council as a joint letter)
- Discussion regarding ICAN request at Council Assembly August 2019 and August 2020

### **Current Ballarat signatories and supporters**

- Interfaith Network Ballarat  
(Refer to an [Interfaith Open Letter](#), released on August 6<sup>th</sup> 2020, of which Ballarat Interfaith Network is a signatory)
- Catherine King MP
- Jaala Pulford MP
- Ballarat residents via ICAN online petition

### **Connection and links to Ballarat Council plan, policies and commitments**

- Council Plan 2016: states that Ballarat Council will aim for “a community of respect and equality” and incorporates the Intercultural Cities Strategy adopted in 2018.
- The Intercultural Cities Strategy states: “The City of Ballarat will progress its vision of being an intercultural city by providing **leadership, advocacy** and culturally inclusive services.”
- City of Ballarat Council became the first Australian city accepted to the Council of Europe Intercultural Cities Network in 2016

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- City of Ballarat commenced a Sister City relationship with Inagawa in Japan in 1988.
- Inagawa endorses the principles of ICAN Cities Appeal, as part of their membership of "Mayors for Peace"
- City of Ballarat became a signatory of the Compassionate Cities Charter in October 2019

#### **Further background:**

A recent report "[Choosing Humanity: why Australia must join the Treaty on the Prohibition of Nuclear Weapons](#)" from the International Campaign to Abolish Nuclear Weapons, Australia provides an overview.

The Choosing Humanity report sets out why it is in Australia's interest to join the Treaty, documenting the public support and political momentum behind this goal.

Australia has yet to sign this landmark treaty, and support for the Treaty from local to global is more important than ever. Cities and towns have a crucial role to play in raising awareness and building support for the treaty across Australia and the world.

Mayors for Peace councils are leading the way in Australia, with thirteen Mayor for Peace councils making up the majority of the nineteen [Australian cities and local councils](#) that have endorsed the appeal including Sydney, Canberra, Melbourne and Hobart.

An endorsement from Ballarat City Councillors in support of the Treaty on the Prohibition of Nuclear Weapons would send a message to parliamentarians that communities across the country are calling for leadership on peace and nuclear disarmament.

If Ballarat City Council decides to endorse the appeal, we would join our sister city Inagawa - also a member of the Mayors for Peace network and endorser of ICAN Cities Appeal.

Other international endorsers of the ICAN Appeal include Washington DC, Berlin, Paris, Oslo, Geneva and LA.

Further information regarding [how Australian cities and towns can support](#) the appeal is available on the ICAN website, including details for the 30 other Australian cities and towns which have endorsed the ICAN appeal.

Endorsement of the ICAN Cities Appeal would join these other cities and towns as well as Mayors for Peace councils in calling on the Australian government to join the United Nations Treaty on Prohibition of Nuclear Weapons without delay.

DocuSign Envelope ID: A1C52A04-4691-46D1-BEF1-15E735189F52

**Information sources:**

ICAN

<https://icanw.org.au/cities/>

Interfaith Open Letter

<https://icanw.org.au/united-religious-call-for-australia-to-join-nuclear-ban/>

ICAN "Choosing Humanity Report: Why Australia must join the Treaty on the Prohibition of Nuclear Weapons

<https://icanw.org.au/wp-content/uploads/Choosing-Humanity-ICAN-Report.pdf>

**Mayors for Peace**

(Inagawa, Japan is a member)

<http://www.mayorsforpeace.org/english/membercity/map/asia.html>

The Japanese Mayors for Peace secretariat pledged their support for the ICAN Cities Appeal in 2018 - and put a letter of support, encouraging their international member sites to do the same. You can read it here:

[http://www.mayorsforpeace.org/english/whatsnew/news/data/20181122/Letter\\_from\\_MfPSG\\_re\\_ICAN\\_Cities\\_Appeal.pdf](http://www.mayorsforpeace.org/english/whatsnew/news/data/20181122/Letter_from_MfPSG_re_ICAN_Cities_Appeal.pdf)

**Support by Compassionate Cities**

The Global Compassionate Cities Charter is one of four organisations, who together with *Voices for a World Free of Nuclear Weapons*, produced the 75th Hiroshima and Nagasaki commemorative documentary that was released only two weeks ago - <https://www.voices-uri.org/commemorative>

**12. URGENT BUSINESS**

Nil

**13. SECTION 66 (IN CAMERA)**

**10.3 NAMING OF THE BALLYMANUS CENTRAL PARK**

**Division:** Development and Growth  
**Director:** Natalie Robertson  
**Author/Position:** Natalie Robertson – Acting Director Development and Growth

(It is necessary to do so to enable the meeting to proceed in an orderly manner)

**10.11 CONTRACTS SPECIAL COMMITTEE AGENDA - 29 JULY 2020**

**Division:** Corporate Services  
**Director:** Sean Portelli  
**Author/Position:** Lorraine Sendall - Executive Assistant, Director Corporate Services

(Confidential information)

**14. CLOSE**