



## ORDINARY COUNCIL MEETING

### NOTICE OF MEETING

To: Mayor Jan-Claire Wisdom

Councillor Kirrilee Boyd
Councillor Adrian Cheater
Councillor Nathan Daniell
Councillor Pauline Gill
Councillor Chris Grant
Councillor Malcolm Herrmann
Councillor Lucy Huxter
Councillor Leith Mudge
Councillor Mark Osterstock
Councillor Kirsty Parkin
Councillor Louise Pascale
Councillor Melanie Selwood

Notice is given pursuant to the provisions under Section 83 of the *Local Government Act 1999* that the next meeting of the Council will be held on:

**Tuesday 11 February 2024**

**6.30pm**

**63 Mt Barker Road Stirling**

A copy of the Agenda for this meeting is supplied under Section 83 of the Act.

Meetings of the Council are open to the public and members of the community are welcome to attend. Public notice of the Agenda for this meeting is supplied under Section 84 of the Act.

A handwritten signature in black ink, appearing to read 'GG', with a small dot at the end.

**Greg Georgopoulos**  
Chief Executive Officer



## ORDINARY COUNCIL MEETING

**AGENDA FOR MEETING**  
**Tuesday 11 February 2024**  
**6.30pm**  
**63 Mt Barker Road Stirling**

### ORDER OF BUSINESS

**1. COMMENCEMENT**

**2. OPENING STATEMENT**

2.1. *Acknowledgement of Country*

Council acknowledges that we meet on the traditional Country of the Peramangk and Kurna people. We pay our respects to Ancestors and Elders past and present as the Custodians of this ancient and beautiful land.

2.2. Together we will care for this place for the generations to come and in this context the decisions we make should be guided by the principle that nothing we do should decrease our children's ability to live on this land.

**3. APOLOGIES/LEAVE OF ABSENCE**

3.1. Apology  
Apologies were received from .....

3.2. Leave of Absence  
Cr Melanie Selwood

3.3. Absent

**4. MINUTES OF PREVIOUS MEETINGS**

Council Meeting – 28 January 2025

*That the minutes of the ordinary meeting held on 28 January 2025 as supplied, be confirmed as an accurate record of the proceedings of that meeting.*

**5. DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF COUNCIL**

**6. MAYOR'S OPENING REMARKS**

**7. QUESTIONS ADJOURNED/LYING ON THE TABLE**

- 7.1. Questions Adjourned  
Nil
- 7.2. Questions Lying on the Table  
Nil

**8. PETITIONS / DEPUTATIONS / PUBLIC FORUM**

- 8.1. Petitions
  - 8.1.1. Proposed names for Adelaide Hills Council wards
  - 8.1.2. Speed limit on Silver Lake Road, Mylor
- 8.2. Deputations
- 8.3. Public Forum

**9. PRESENTATIONS (by exception)**

Nil

**10. QUESTIONS ON NOTICE**

Nil

**11. MOTIONS ON NOTICE**

Nil

**12. ADMINISTRATION REPORTS – DECISION ITEMS**

- 12.1. Ashton/Norton Summit CFS Site Lease Proposal
- 12.2. Woodside CFS Site Lease Proposal
- 12.3. Confidential Items Review

**13. ADMINISTRATION REPORTS – INFORMATION ITEMS**

- 13.1. Annual Investment Performance 2023-24

**14. CORRESPONDENCE FOR NOTING**

Nil

**15. QUESTIONS WITHOUT NOTICE**

**16. MOTIONS WITHOUT NOTICE**

**17. REPORTS**

- 17.1. Council Member Function or Activity on the Business of Council
- 17.2. Reports of Members/Officers as Council Representatives on External Organisations

17.3. CEO Report

**18. REPORTS OF COMMITTEES**

18.1. Council Assessment Panel

Nil

18.2. Audit Committee

Nil

18.3. CEO Performance Review Panel

Nil

18.4. Boundary Change Committee

Nil

**19. CONFIDENTIAL ITEMS**

Nil

**20. NEXT MEETING**

Tuesday 25 February 6.30pm, 63 Mt Barker Road, Stirling

**21. CLOSE MEETING**

## Council Meeting & Workshops 2024

DATE	TYPE	LOCATION	MINUTE TAKER
<b>JANUARY 2025</b>			
Wednesday 15 January	CAP	Stirling	TBA
Tuesday 28 January	Ordinary Council	Stirling	Skye Ludzay
<b>FEBRUARY 2025</b>			
Monday 3 February	Workshop	Woodside	N/A
Tuesday 11 February	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 12 February	CAP	Stirling	TBA
Monday 17 February	Audit Committee	Stirling	Lauren Jak
Tuesday 18 February	Professional Development	Stirling	N/A
Tuesday 25 February	Ordinary Council	Stirling	Skye Ludzay
<b>MARCH 2025</b>			
Monday 3 March	Workshop	Woodside	N/A
Tuesday 11 March	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 12 March	CAP	Stirling	TBA
Tuesday 18 March	Professional Development	Stirling	N/A
Saturday 22 March	Workshop	Stirling	N/A
Tuesday 25 March	Ordinary Council	Stirling	Skye Ludzay
Wednesday 26 March	CEO PRP	Stirling	Zoë Gill
<b>APRIL 2025</b>			
Wednesday 2 April	CEO PRP	Stirling	Zoë Gill
Monday 7 April	Workshop	Woodside	N/A
Tuesday 8 April	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 9 April	CAP	Stirling	TBA
Monday 14 April	Audit Committee	Stirling	Lauren Jak
Tuesday 15 April	Professional Development	Stirling	N/A
Wednesday 16 April	CEO PRP	Stirling	Zoë Gill
Tuesday 22 April	Ordinary Council	Stirling	Skye Ludzay
<b>MAY 2025</b>			
Monday 5 May	Workshop	Woodside	N/A
Tuesday 13 May	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 14 May	CAP	Stirling	TBA
Monday 19 May	Audit Committee	Stirling	Lauren Jak
Tuesday 20 May	Professional Development	Stirling	N/A
Tuesday 27 May	Ordinary Council	Stirling	Skye Ludzay
<b>JUNE 2025</b>			
Monday 2 June	Workshop	Woodside	N/A
Tuesday 10 June	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 11 June	CAP	Stirling	TBA
Tuesday 17 June	Professional Development	Stirling	N/A
Tuesday 24 June	Ordinary Council	Stirling	Skye Ludzay
Wednesday 25 June	CEO PRP	Stirling	Zoë Gill
<b>JULY 2025</b>			
Monday 7 July	Workshop	Woodside	N/A
Tuesday 8 July	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 9 July	CAP	Stirling	TBA

<b>DATE</b>	<b>TYPE</b>	<b>LOCATION</b>	<b>MINUTE TAKER</b>
Tuesday 15 July	Professional Development	Stirling	N/A
Tuesday 22 July	Ordinary Council	Stirling	Skye Ludzay
<b>AUGUST 2025</b>			
Monday 4 August	Workshop	Woodside	N/A
Tuesday 12 August	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 13 August	CAP	Stirling	TBA
Monday 18 August	Audit Committee	Stirling	Lauren Jak
Tuesday 19 August	Professional Development	Stirling	N/A
Tuesday 26 August	Ordinary Council	Stirling	Skye Ludzay
<b>SEPTEMBER 2025</b>			
Monday 1 September	Workshop	Woodside	N/A
Tuesday 9 September	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 10 September	CAP	Stirling	TBA
Tuesday 16 September	Professional Development	Stirling	N/A
Tuesday 23 September	Ordinary Council	Stirling	Skye Ludzay
<b>OCTOBER 2025</b>			
Tuesday 7 October (Public Holiday)	Workshop	Woodside	N/A
Wednesday 8 October	CAP	Stirling	TBA
Tuesday 14 October	Ordinary Council	Stirling	Rebekah Lyons
Monday 20 October	Audit Committee	Stirling	Lauren Jak
Tuesday 21 October	Professional Development	Stirling	N/A
Tuesday 28 October	Ordinary Council	Stirling	Skye Ludzay
<b>NOVEMBER 2025</b>			
Monday 3 November	Workshop	Woodside	N/A
Tuesday 11 November	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 12 November	CAP	Stirling	TBA
Monday 17 November	Audit Committee	Stirling	Lauren Jak
Tuesday 18 November	Professional Development	Stirling	N/A
Tuesday 25 November	Ordinary Council	Stirling	Skye Ludzay
<b>DECEMBER 2025</b>			
Monday 1 December	Workshop	Woodside	N/A
Tuesday 9 December	Ordinary Council	Stirling	Rebekah Lyons
Wednesday 10 December	CAP	Stirling	TBA

*Meetings are subject to change, please check agendas for times and venues. All meetings (except Council Member Professional Development) are open to the public.*

## Council Member Attendance 2024

### Information or Briefing Sessions

Meeting Date	Mayor Jan-Claire Wisdom	Cr Kirrilee Boyd	Cr Adrian Cheater	Cr Nathan Daniell	Cr Leith Mudge	Cr Louise Pascale	Cr Mark Osterstock	Cr Kirsty Parkin	Cr Pauline Gill	Cr Chris Grant	Cr Malcolm Herrmann	Cr Lucy Huxter	Cr Melanie Selwood
3 Feb 25	F	AP	F	F	AP	F	AP	F	F	F	F	AP	F

## Council Member Attendance 2024

### Council Meetings (including Special Council Meetings)

Meeting Date	Mayor Jan-Claire Wisdom	Cr Kirrilee Boyd	Cr Adrian Cheater	Cr Nathan Daniell	Cr Leith Mudge	Cr Louise Pascale	Cr Mark Osterstock	Cr Kirsty Parkin	Cr Pauline Gill	Cr Chris Grant	Cr Malcolm Herrmann	Cr Lucy Huxter	Cr Melanie Selwood
28 Jan 25	AP	F	AP	AP	F	LOA	F	AP	F	F	F	F	F



# Conflict of Interest Disclosure Form

**CONFLICTS MUST BE DECLARED VERBALLY DURING MEETINGS**

Date: \_\_\_\_\_

**Meeting Name (please tick one)**

- |                              |                          |                           |                          |
|------------------------------|--------------------------|---------------------------|--------------------------|
| Ordinary Council             | <input type="checkbox"/> | Audit Committee           | <input type="checkbox"/> |
| Special Council              | <input type="checkbox"/> | Boundary Change Committee | <input type="checkbox"/> |
| CEO Performance Review Panel | <input type="checkbox"/> | Other: _____              | <input type="checkbox"/> |

**Item No**                      **Item Name:**  
 \_\_\_\_\_

(Only one conflict of interest entry per form)

I, Mayor / Cr \_\_\_\_\_ have identified a conflict of interest as:

**GENERAL**

**MATERIAL**

**GENERAL**

In considering a General Conflict of Interest (COI), an impartial, fair-minded person might consider that the Council Member’s private interests might result in the Member acting in a manner that is contrary to their public duty.

**MATERIAL**

In considering a Material Conflict of Interest (COI), a member of a council has a material conflict of interest in a matter to be discussed at a meeting of the council if a class of persons as defined in s75(1)(a-l) in the Act would gain a benefit, or suffer a loss, (whether directly or indirectly and whether of a personal or pecuniary nature) depending on the outcome of the consideration of the matter at the meeting.

**The nature of my conflict of interest is as follows:**

(Describe the nature of the interest, including whether the interest is direct or indirect and personal or pecuniary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I intend to deal with my conflict of interest in the following transparent and accountable way:**

- I intend to **stay** in the meeting (please complete details below)
- I intend to **stay** in the meeting as exempt under s75A (please complete details below)
- I intend to **leave** the meeting (*mandatory if you intend to declare a Material conflict of interest*)

**The reason I intend to stay in the meeting and consider this matter is as follows:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(This section must be completed and ensure sufficient detail is recorded of the specific circumstances of your interest.)

**Office use only: Council Member voted FOR / AGAINST the motion.**

## 8. DEPUTATIONS

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*For full details, see Code of Practice for Meeting Procedures on [www.ahc.sa.gov.au](http://www.ahc.sa.gov.au)*

1. A request to make a deputation should be made by submitting a Deputation Request Form, (available on Council's website and at Service and Community Centres) to the CEO seven clear days prior to the Council meeting for inclusion in the agenda.
2. Each deputation is to be no longer than ten (10) minutes, excluding questions from Members.
3. Deputations will be limited to a maximum of two per meeting.
4. In determining whether a deputation is allowed, the following considerations will be taken into account:
  - the number of deputations that have already been granted for the meeting
  - the subject matter of the proposed deputation
  - relevance to the Council agenda nominated – and if not, relevance to the Council's powers or purpose
  - the integrity of the request (i.e. whether it is considered to be frivolous and/or vexatious)
  - the size and extent of the agenda for the particular meeting and
  - the number of times the deputee has addressed Council (either in a deputation or public forum) on the subject matter or a similar subject matter.

## 8.3 PUBLIC FORUM

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*For full details, see Code of Practice for Meeting Procedures on [www.ahc.sa.gov.au](http://www.ahc.sa.gov.au)*

1. The public may be permitted to address or ask questions of the Council on a relevant and/or timely topic.
2. The Presiding Member will determine if an answer is to be provided.
3. People wishing to speak in the public forum must advise the Presiding Member of their intention at the beginning of this section of the meeting.
4. Each presentation in the Public Forum is to be no longer than five (5) minutes (including questions), except with leave from the Council.
5. The total time allocation for the Public Forum will be ten (10) minutes, except with leave from the Council.
6. If a large number of presentations have been requested, with leave from the Council, the time allocation of five (5) minutes may be reduced.
7. Any comments that may amount to a criticism of individual Council Members or staff must not be made. As identified in the Deputation Conduct section above, the normal laws of defamation will apply to statements made during the Public Forum.
8. Members may ask questions of all persons appearing relating to the subject of their presentation.

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# **Minutes of Council**

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**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 January 2025  
63 MT BARKER ROAD STIRLING**

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In Attendance

**Presiding Member:** Cr Malcolm Herrmann

**Members:**

Councillor Kirrilee Boyd
Councillor Pauline Gill
Councillor Chris Grant
Councillor Lucy Huxter
Councillor Leith Mudge
Councillor Mark Osterstock
Councillor Melanie Selwood

In Attendance:

Greg Georgopoulos	Chief Executive Officer
Gary Lewis	Director Corporate Services
Jess Charlton	Director Community and Development
David Waters	Director Environment and Infrastructure
Tracy Riddle	Governance Support
Skye Ludzay	Minute Secretary
Tom Portas	Technical Support

**1. COMMENCEMENT**

The meeting commenced at 6:30pm.

6:30pm in the absence of the Mayor, the CEO took the Chair and sought leave of the meeting for the purpose of determining that Cr Malcolm Herrmann would Chair the meeting.

6:31pm Cr Malcolm Herrmann assumed the chair.

**2. OPENING STATEMENT**

Council acknowledges that we meet on the traditional Country of the Peramangk and Kurna people. We pay our respects to Ancestors and Elders past and present as the Custodians of this ancient and beautiful land. Together we will care for this place for the generations to come and in this context the decisions we make should be guided by the principle that nothing we do should decrease our children's ability to live on this land.

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MINUTES OF ORDINARY COUNCIL MEETING  
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**3. APOLOGIES/LEAVE OF ABSENCE**

**3.1 Apology**

Mayor Jan-Claire Wisdom  
Cr Nathan Daniell  
Cr Adrian Cheater  
Cr Kirsty Parkin

**3.2 Leave of Absence**

Cr Louise Pascale, 10 December 2024 to 31 January 2025, approved at Council 10 December 2024.

**Moved Cr Leith Mudge**

**S/- Cr Chris Grant**

**1/25**

- 1 That a Leave of Absence from all duties of office be granted to Cr Melanie Selwood from 9 February 2025 to 14 February 2025.**
- 2 That any committee or panel membership currently held by Cr Melanie Selwood be undertaken by the Deputy during the leave of absence.**

<b>Carried Unanimously</b>
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**Moved Cr Lucy Huxter**

**S/- Cr Chris Grant**

**2/25**

- 1 That a Leave of Absence from all duties of office be granted to Cr Pauline Gill from 14 February 2025 to 25 February 2025.**
- 2 That any committee or panel membership currently held by Cr Pauline Gill be undertaken by the Deputy during the leave of absence.**

<b>Carried Unanimously</b>
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**Moved Cr Kirrilee Boyd**

**S/- Cr Melanie Selwood**

**3/25**

- 1 That a Leave of Absence from all duties of office be granted to Cr Lucy Huxter from 24 February 2025 to 27 February 2025.**
- 2 That any committee or panel membership currently held by Cr Lucy Huxter be undertaken by the Deputy during the leave of absence.**

<b>Carried Unanimously</b>
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**4. MINUTES OF PREVIOUS MEETINGS**

**4.1 Council Meeting – 10 December 2024**

**Moved Cr Pauline Gill  
S/- Cr Melanie Selwood**

**4/25**

**Council resolves that the minutes of the Ordinary Council meeting held on 10 December 2024, as supplied, be confirmed as an accurate record of the proceedings of that meeting.**

<b>Carried Unanimously</b>
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**4.2 Personal Explanation – Cr Leith Mudge**

Leave of the meeting was sought and granted to Cr Leith Mudge for the purposes of making a Personal Statement.

**MOTION**

**Moved Cr Leith Mudge  
S/- Cr Kirrilee Boyd**

**5/25**

**Council resolves to include the Personal Explanation made by Cr Leith Mudge be included in the minutes of the 28 January 2025 meeting in full.**

<b>Carried Unanimously</b>
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I would like to take this opportunity to provide a personal explanation regarding my comments during the council meeting on 9 April 2024. At that meeting, I referred to a deputation by a member of the public from a previous meeting as "unhinged". Upon careful reflection, I recognise that my choice of words was inappropriate, and I deeply regret making such a remark.

As a councillor, I understand the importance of maintaining high standards of professionalism and respect in all my interactions, especially in public settings. I fully acknowledge that my comment did not meet those standards, nor did it reflect the respect that the deputation, or any individual, deserves when engaging with this Council.

The remark was made in the heat of the moment, and I failed to adequately reflect on the impact my words might have had. It was not a reflection of the value I place on open dialogue and differing viewpoints. I know that, as councillors, we must listen attentively to

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all voices in our community and engage with them thoughtfully and respectfully, even if ultimately, we disagree.

I sincerely apologise to both the individual who made the deputation and to my fellow councillors for this lapse in judgment. I am committed to ensuring that such an incident does not occur again and to upholding the standards of conduct expected of a councillor. I value the work we do together and will strive to contribute to a more respectful and productive environment moving forward.

Thank you for your understanding.

**5. DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF COUNCIL**

**5.1 Cr Mark Osterstock, Item 12.6 - Nominations for the Libraries Board of South Australia**

Under section 75C of the *Local Government Act 1999* Cr Mark Osterstock disclosed a Material (section 75) Conflict of Interest in Item 12.6.

**5.2 Cr Chris Grant, Item 12.5 - AHRWMA Board Nominations**

Under section 75B of the *Local Government Act 1999* Cr Chris Grant disclosed a General (section 74) Conflict of Interest in Item 12.5.

**6. PRESIDING MEMBER'S OPENING REMARKS**

The Presiding Member:

- Welcomed Tracy Riddle, Governance Support
- Congratulated Cr Nathan Daniell on the arrival of his newborn child
- Commented on the successful Tour Down Under events that he had attended

**7. QUESTIONS ADJOURNED/LYING ON THE TABLE**

**7.1 Questions Adjourned**

Nil

**7.2 Questions Lying on the Table**

Nil

**8. PETITIONS/DEPUTATIONS/PUBLIC FORUM**

**8.1 Petitions**

Nil

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**8.2 Deputations**

Nil

**8.3 Public Forum**

John Tate of Birdwood – Against Council’s decision not to celebrate Australia Day on January 26<sup>th</sup>.

**9. PRESENTATIONS**

Nil

**10. QUESTIONS ON NOTICE**

Nil

**11. MOTIONS ON NOTICE****11.1 International Women’s Day 2025 – Cr Mark Osterstock**

Moved Cr Mark Osterstock  
S/- Cr Lucy Huxter

6/25

**I move that:**

- 1. Council notes that International Women’s Day [IWD] is a day to focus the world’s attention on gender equality and the empowerment of women.**
- 2. Council supports IWD noting that it is a global day to reflect on progress, call for change and to celebrate the courage and determination of those who have changed the face of gender equality.**
- 3. Council recognises that the aim of the IWD 2025 “March Forward” theme is to commemorate thirty years since the United Nations' Beijing Declaration and Platform for Action while acknowledging that it is time to turn those promises into progress.**
- 4. Council requests that the CEO bring IWD 2025 and the March Forward Campaign to the attention of our community through a range of communication channels including the website, e-newsletter and social media with a view to celebrating women’s achievements and raising awareness about gender inequality.**

Cr Mark Osterstock raised a point of order in relation to Cr Pauline Gill on the basis that Cr Gill’s comments were in breach of section 75E of the Behavioural Standards for Council Members, specifically sections 1.4, 1.5, 2.5, 3.1 and 3.2.

The Presiding Member upheld the point of order, ruling that Cr Pauline Gill was not debating the motion before the Chamber and was making personal comments with respect

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to Cr Osterstock, in which case, her contribution was irrelevant and inappropriate and requested her to debate the motion only.

Carried
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**DIVISION**

Cr Pauline Gill called for a division.

The Presiding Member set aside the ruling.

In the affirmative (7)

Councillors Boyd, Selwood, Mudge, Grant, Huxter, Osterstock

In the negative (1)

Councillor Gill

On the basis of the results of the division, the Presiding Member declared the motion **Carried.**

**11.2 Save our Wildlife Foundation Inc Project Proposal – Cr Nathan Daniell**

**Moved Cr Herrmann**

**S/- Cr Boyd**

**7/25**

**I move that Council requests the CEO:**

- 1. Provide a report to Council by 25 February 2025 assessing the merits of SOWFI's request for support made in their presentation at the 10 December 2024 meeting for 22 Wright Road, Stirling. The report is to include an assessment of the merits of the project and provide options for Council to consider.**
- 2. Consider holding a workshop regarding this item prior to Council considering the report.**

Carried
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**DIVISION**

Cr Pauline Gill called for a division.

The Presiding Member set aside the ruling.

In the affirmative (4)

Councillors Boyd, Selwood, Mudge and Osterstock

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In the negative (3)  
Councillors Gill, Grant and Huxter

On the basis of the results of the division, the Presiding Member declared the motion  
**Carried.**

**11.3 Policy – Code of Practice for Council Meeting Procedures - Cr Mark Osterstock**

Moved Cr Mark Osterstock  
S/- Cr Leith Mudge

I move that:

1. Council receives and notes the Code of Practice for Council Meeting Procedures [the Policy], Appendix 1.
2. Effective forthwith, Council
  - a) amends clause 3.8.1 [Mayor’s Opening Remarks] of the Policy:
 

FROM - “At each ordinary Council, the Mayor may present opening remarks which will be generally related to matters regarding the conduct of the meeting (e.g. acknowledging members of the gallery, advising break times, proposals to reorder the agenda) or to acknowledge a significant civic, cultural or other event. A brief summary of these remarks will be minuted.”

TO - “At each ordinary Council, the Mayor may present opening remarks which will be ~~generally related~~ confined to matters regarding the conduct of the meeting (e.g. acknowledging members of the gallery, advising break times, proposals to reorder the agenda) or to acknowledge a significant civic, cultural or other event. A brief summary of these remarks will be minuted.”
  - b) Adds clauses 3.8.2-3.8.3 as follows:
    - i) 3.8.2 The Mayor will not use the Mayor’s Opening remarks to make a personal explanation to Council
    - ii) 3.8.3 Should the Mayor wish to make a personal explanation to Council, the Mayor should seek leave of Council in accordance with regulation 15 and section 4.6 of this Code of Practice.
3. Effective forthwith, Council amends clause 4.6.1 [Addresses by Members] of the Policy:

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- FROM – “A personal explanation should provide the member’s account of the reasons or factors regarding an event or situation in which they had an involvement. The explanation should not: (a) make imputations of improper motives or contain personal opinions on fellow Council Members, the Administration or members of the public; or be used for making statements regarding Council resolutions.”
  
- TO – “ A personal explanation should:
  - a) provide the member’s account of the reasons or factors regarding an event or situation in which they had an involvement, or
  - b) address a requirement of Council or satisfy a Council resolution

The explanation will not, under any circumstances, either directly or indirectly, make imputations of improper motives or conduct, or contain personal opinions on fellow Council Members, the Administration or members of the public; or be used for making statements regarding Council resolutions (except where the personal explanation is to satisfy clause (b) above).”

#### **VARIATION**

Through the Presiding Member, with the consent of the Mover and Seconder, leave of the meeting was sought and granted to vary the motion as follows:

1. Council receives and notes the Code of Practice for Council Meeting Procedures [the Policy], Appendix 1.
  
2. Effective forthwith, Council
  - c) amends clause 3.8.1 [Mayor’s Opening Remarks] of the Policy:

FROM - “At each ordinary Council, the Mayor may present opening remarks which will be generally related to matters regarding the conduct of the meeting (e.g. acknowledging members of the gallery, advising break times, proposals to reorder the agenda) or to acknowledge a significant civic, cultural or other event. A brief summary of these remarks will be minuted.”

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TO - "At each ordinary Council, the Mayor may present opening remarks which will be ~~generally related~~ confined to matters regarding the conduct of the meeting (e.g. acknowledging members of the gallery, advising break times, proposals to reorder the agenda) or to acknowledge a significant civic, cultural or other event. A brief summary of these remarks will be minuted."

d) Adds clauses 3.8.2-3.8.3 as follows:

- iii) 3.8.2 The Mayor will not use the Mayor's Opening remarks to make a personal explanation to Council
- iv) 3.8.3 Should the Mayor wish to make a personal explanation to Council, the Mayor should seek leave of Council in accordance with regulation 15 and section 4.6 of this Code of Practice.

3. Effective forthwith, Council amends clause 4.6.1 [Addresses by Members] of the Policy:

➤ FROM – "A personal explanation should provide the member's account of the reasons or factors regarding an event or situation in which they had an involvement. The explanation should not: (a) make imputations of improper motives or contain personal opinions on fellow Council Members, the Administration or members of the public; or be used for making statements regarding Council resolutions."

➤ TO – " A personal explanation should:

- a) provide the member's account of the reasons or factors regarding an event or situation in which they had an involvement, or
- b) address a requirement of Council or satisfy a Council resolution

The explanation will not, under any circumstances, either directly or indirectly, make imputations of improper motives or conduct, or contain personal opinions on fellow Council Members, the Administration or members of the public; or be used for making statements regarding Council resolutions (except where the personal explanation is to satisfy clause (b) above)."

4. That the CEO prepare a report for councils' consideration as to the merits of retaining the mayors opening remarks as an agenda item.

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**FORMAL MOTION**

Moved Cr Pauline Gill 8/25  
S/- Cr Lucy Huxter

That agenda item 11.3 is adjourned until the 25 February 2025 Council meeting.

Carried
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**DIVISION**

Cr Pauline Gill called for a division.

The Presiding Member set aside the ruling.

In the affirmative (4)  
Councillors Huxter, Gill, Selwood, Boyd

In the negative (3)  
Councillor Grant, Mudge, Osterstock

On the basis of the results of the division, the Presiding Member declared the motion  
**Carried.**

**12. OFFICER REPORTS – DECISION ITEMS****12.1 Funding – Stormwater Upgrade Junction Road, Balhannah**

Moved Cr Melanie Selwood  
S/- Cr Pauline Gill

9/25

Council resolves:

1. That the *Funding – Stormwater Upgrade Junction Road, Balhannah* report be received and noted.
2. To accept the State Government's offer to contribute \$390,233 toward the cost of upgrading stormwater drainage on Junction Road, Balhannah with thanks.
3. To reaffirm Council's allocation of \$381,152 from the Federal Local Roads and Community Infrastructure Program toward the works.

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4. The Chief Executive officer is authorised to finalise negotiations and enter into a suitable funding arrangement with the State Government.
5. That, if necessary, the Mayor and Chief Executive Officer are authorised to apply the Council's common seal to the funding agreement.
6. That any significant and regulated trees needing removal be communicated to council via a report prior to removal.
7. To minimise the number of trees impacted by the works wherever possible.

<b>Carried Unanimously</b>
----------------------------

#### **12.2 Acceptance of Funding from Stirling Community Shop**

Moved Cr Kirrilee Boyd  
S/- Cr Pauline Gill

10/25

Council resolves:

1. That the report be received and noted.
2. That the Stirling Community Shop be thanked for their generous offer to fund up to \$50,000 in accessibility initiatives and be advised that it is gratefully accepted.
3. That the funding be used to undertake the following work which complements work recently undertaken by Council to improve accessibility in the vicinity:
  - a. The installation of a standards compliant accessible parking space in the Steamroller Park carpark
  - b. The installation of an accessible picnic setting in Steamroller Park
  - c. Improvements to accessibility of the bus stop outside the Stirling Community Shop
4. That work proceed in the current financial year if possible and that the Council's budget be amended accordingly to reflect the income and expenditure.
5. That the Chief Executive Officer be authorised to finalise the funding arrangements between the Council and the Stirling Community Shop.
6. That appropriate recognition of the Stirling Community Shop be made on completion of the works.

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<b>Carried Unanimously</b>
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**12.3 Nominations for Deputy Mayor**

Moved Cr Chris Grant  
S/- Cr Mark Osterstock

11/25

**Council resolves:**

1. That the report on the Deputy Mayor Appointment be received and noted.
2. To appoint Cr Nathan Daniell to the position of Deputy Mayor for a 12 month term to commence 28 January 2025 and conclude on 28 January 2026 inclusive.

<b>Carried Unanimously</b>
----------------------------

**12.4 AHRWMA Reappointment of Audit and Risk Committee Independent Member**

Moved Cr Lucy Huxter  
S/- Cr Melanie Selwood

12/25

**Council resolves:**

1. That the report be received and noted.
2. That Council reappoint Elizabeth Williams as an Independent Member of the Adelaide Hills Region Waste Management Authority Audit and Risk Committee for a further term of three years, expiring on 8 February 2028.
3. That the CEO advises the Adelaide Hills Region Waste Management Authority Board of Councils resolution prior to 8 February 2025.

<b>Carried Unanimously</b>
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**12.5 AHRWMA Board Nominations**

Under section 75B of the *Local Government Act 1999* Cr Chris Grant disclosed a General (section 74) Conflict of Interest in Item 12.5.

- The outcome of this vote would determine my membership of the AHRWMA.

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Cr Grant advised the meeting that as there is no financial remuneration attached to the role and no other material benefit from being appointed, any private interest he may have in the item would not result in him acting in a manner contrary to his public duty and that he will remain in the meeting when the item is discussed and participate in the debate and vote on the matter.

**Moved Cr Mark Osterstock**

**S/- Cr Melanie Selwood**

**13/25**

**Council resolves:**

- 1. That the report be received and noted.**
- 2. That in relation to the Adelaide Hills Region Waste Management Authority Board:**
  - a. To appoint Cr Chris Grant to the Board Member position for a term to commence from 29 January 2025 and conclude on 28 January 2027 (inclusive)**
  - b. To appoint Mr David Waters to the Deputy Board Member position for a term to commence from 29 January 2025 and conclude on 28 January 2027 (inclusive)**
- 3. To authorise the Chief Executive Officer to lodge all required documentation to give effect to Council's resolutions regarding Adelaide Hills Region Waste Management Authority Board Membership.**

<b>Carried Unanimously Cr Chris Grant voted for the motion</b>
--

**12.6 Nominations for the Libraries Board of South Australia**

Under section 75C of the *Local Government Act 1999* Cr Mark Osterstock disclosed a Material (section 75) Conflict of Interest in Item 12.6.

- I intend to nominate for the Libraries Board and may receive a benefit if successful in this role.

7:52pm Cr Mark Osterstock left the meeting room.

**Moved Cr Kirrilee Boyd**

**S/- Cr Leith Mudge**

**14/25**

**Council resolves:**



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1. That the report be received and noted.
2. To endorse the nomination of Cr Mark Osterstock for the Libraries Board of South Australia and authorise the Chief Executive Officer to lodge the completed nomination form to the Local Government Association by noon, Friday 31 January 2025.

<b>Carried Unanimously</b>
----------------------------

7:54pm Cr Mark Osterstock returned to the meeting room.

#### **12.7 CEO PRP Presiding Member Appointment**

Ms Vanessa Godden was invited by the Chair to address the meeting.

**Moved Cr Chris Grant**  
**S/- Cr Melanie Selwood**

**15/25**

**Council resolves:**

1. That the report be received and noted.
2. To appoint Ms Vanessa Godden to the position of CEO Performance Review Panel Presiding Member to commence 29 January 2025 and conclude on 10 December 2025 (inclusive).

<b>Carried Unanimously</b>
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#### **13. OFFICER REPORTS - INFORMATION ITEMS**

##### **13.1 Climate Change Adaptation Governance and Risk Update**

**Moved Cr Melanie Selwood**  
**S/- Cr Kirrilee Boyd**

**16/25**

**Council resolves:**

1. That the report on Climate Change Adaptation Governance and Risk Update be received and noted.
2. To note the Administration will undertake a review of the Local Government Association of South Australia's climate risk and governance approach to consider incorporating into the Council's Risk Management Framework.

<b>Carried Unanimously</b>
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**14. CORRESPONDENCE FOR INFORMATION**

- 14.1 Letter from the GRFMA – Business Case Update, Letter from the GRFMA – Rejecting AHC Membership Withdrawal, Letter from CEO to Mr Andrew Excell, Executive Director, Department for Infrastructure and Transport – Junction Road Balhannah and Letter from The Hon. Tom Koutsantonis MP to CEO – Junction Road Balhannah.**

Moved Melanie Selwood

S/- Leith Mudge

**17/25**

**Council resolves that the listed correspondence is received and noted.**

<b>Carried Unanimously</b>
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**15. QUESTIONS WITHOUT NOTICE**

Cr Grant asked a question about the community bushfire reference group.

Cr Herrmann asked for an update on the Boundary Change Inquiry.

**16. MOTIONS WITHOUT NOTICE**

**16.1 Council Minutes – 10 December 2024**

Moved Cr Mark Osterstock

S/- Cr Leith Mudge

**18/25**

- 1. Council notes item 10.5 (10 December 2024) – 26 November Council Resolutions (Cr Osterstock).**
- 2. That Mayor Wisdom, pursuant to the provisions of Section 9(6) of the Local Government (Procedures at Meetings) Regulations 2013, on or about 4 December 2024, in correspondence with the Administration, determined that the subject questions should not be answered on the basis that she considered them to be 'improper'.**
- 3. Subsequently, Deputy Mayor Selwood, at the Council meeting having assumed the role of presiding member, following Mayor Wisdom vacating the chair, and not returning, determined that the subject questions be answered.**

<b>Carried</b>
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**DIVISION**

Cr Mark Osterstock called for a division.

The Presiding Member set aside the ruling.

In the affirmative (7)

Councillors Boyd, Selwood, Mudge, Grant, Huxter, Osterstock

In the negative (1)

Councillor Gill

On the basis of the results of the division, the Presiding Member declared the motion **Carried.**

**16.2 Cr Herrmann – Australia Day**

Moved Cr Malcolm Herrmann

S/- Cr Pauline Gill

That the CEO writes to the organisers of the Australia Day celebrations on Sunday 26th January, congratulating them on their excellent organisation for the day and providing venues for the community to celebrate this important day.

**AMENDMENT**

Moved Cr Leith Mudge

S/- Cr Kirrilee Boyd

1. That the CEO writes to the organisers **and community groups who supported the Australia Day long weekend** celebrations congratulating them on their excellent organisation for the **long weekend** and providing venues for the community to celebrate this important **weekend**.
2. **Acknowledges Councils citizenship and civic awards held on Friday of the Australia Day long weekend supported by various community groups including Uraidla and upper sturt CFS and thanks them for their support.**
3. **Acknowledges the Peramangk Watta survival day 2025 event organised by the Peramangk nation scheduled for 26 January, supported by district council of Mount Barker and unfortunately postponed due to weather to a later date.**
4. **Acknowledges and thanks the Australia day council and organisers for holding the mourning in the morning event at elder park on 26 January.**

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The Presiding Member ruled that only the proposed amendments at a paragraph 1 were to be considered as an amendment for the purposes of the *Local Government (Procedures at Meetings) Regulations 2013* as an amendment, the remaining text being an entirely new decision making proposition and disallowed. Cr Mudge was invited to raise this as a motion without notice later in the meeting.

**AMENDMENT**

Moved Cr Leith Mudge  
S/- Cr Kirrilee Boyd

That the CEO writes to the organisers **and community groups who supported the** Australia Day **long weekend** celebrations congratulating them on their excellent organisation for the **long weekend** and providing venues for the community to celebrate this important **weekend**.

The amendment was put and carried
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**MOTION AS AMENDED**

Moved Cr Malcolm Herrmann  
S/- Cr Pauline Gill

**19/25**

**That the CEO writes to the organisers and community groups who supported the Australia Day long weekend celebrations congratulating them on their excellent organisation for the long weekend and providing venues for the community to celebrate this important weekend.**

Carried
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**DIVISION**

Cr Pauline Gill called for a division.

The Presiding Member set aside the ruling.

In the affirmative (7)  
Councillors Boyd, Selwood, Mudge, Grant, Huxter, Osterstock

In the negative (1)  
Councillor Gill

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On the basis of the results of the division, the Presiding Member declared the motion **Carried**.

**17. REPORTS**

**17.1 Council Member Function or Activity on the Business of Council**

**Cr Melanie Selwood**

- 12 December 2024, Woodside Christmas Pageant, Woodside
- 15 December 2024, Charleston Community Barbeque (Charlie-Q), Charleston
- 21 December 2024, Handmade Christmas Markets at Fabrik, Lobethal
- 24 January 2025, Citizenship and Award Ceremony, Stirling

**Cr Kirrilee Boyd**

- 19 January 2025, Women's Tour Down Under Finish, Stirling
- 20 December 2024, Fabrik, Lobethal

**Cr Leith Mudge**

- 19 January 2025, Women's Tour Down Under Finish, Stirling

**17.2 Reports of Members as Council/Committee Representatives on External Organisations**

Nil

**17.3 CEO Report**

Greg Georgopoulos, CEO, provided Council with a verbal update, including:

- Focus budget process
- Carbon reduction initiatives
- Ashton Landfill workshop

**18. REPORTS OF COMMITTEES**

**18.1 Council Assessment Panel – 4 December 2024**

**Moved Cr Leith Mudge  
S/- Cr Melanie Selwood**

**20/25**

**Council resolves that the minutes of the Council Assessment Panel meeting held on 4 December 2024, as distributed, be received and noted.**

<b>Carried Unanimously</b>
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**18.1.1 Council Assessment Panel – 11 December 2024**

Moved Cr Leith Mudge  
S/- Cr Kirrilee Boyd

21/25

Council resolves that the minutes of the Council Assessment Panel meeting held on 11 December 2024, as distributed, be received and noted.

<b>Carried Unanimously</b>
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**18.1.2 Council Assessment Panel – 8 January 2025**

Moved Cr Leith Mudge  
S/- Cr Melanie Selwood

22/25

Council resolves that the minutes of the Council Assessment Panel meeting held on 8 January 2025, as distributed, be received and noted.

<b>Carried Unanimously</b>
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**18.2 Audit Committee**

Nil

**18.3 CEO Performance Review Panel – 18 December 2024**

Moved Cr Melanie Selwood  
S/- Cr Leith Mudge

23/25

Council resolves that the minutes of the CEO Performance Review Panel meeting held on 18 December 2024, as distributed, be received and noted.

<b>Carried Unanimously</b>
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**18.4 Boundary Change Committee**

Nil

**19. CONFIDENTIAL ITEMS**

8:45pm the Presiding Member, with leave of at least two thirds of the members present at the meeting, adjourned the meeting until 8.50pm.

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8:50pm The formal meeting proceedings resumed.

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**19.1 S184 - Recovery of Unpaid Rates – Exclusion of the Public**

Moved Cr Chris Grant  
S/- Cr Melanie Selwood

24/25

**Council resolves:**

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except:

- Chief Executive Officer, Greg Georgopoulos
- Director Environment & Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Director Community & Development, Jess Charlton
- Governance Support, Tracy Riddle
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.1: (S184 - Recovery of unpaid rates) in confidence.

The Council is satisfied that it is necessary that the public, except for Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

Section 90(3)(i) of the *Local Government Act 1999 (SA)*, the information to be received, discussed or considered in relation to this Agenda Item is information relating to actual litigation, or litigation that the Council or Council Committee believes on reasonable grounds that will take place, involving the Council or an employee of the Council, the disclosure of which could reasonably be expected to prejudice the legal processes required to progress the sale of land.

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

<b>Carried Unanimously</b>
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**19.1.1 S184 - Recovery of Unpaid Rates – Confidential Item**

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**19.1.2 S184 - Recovery of Unpaid Rates – Duration of Confidentiality**

Moved Cr Mark Osterstock  
S/- Cr Leith Mudge

26/25

**Council resolves:**

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council's decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 18.1 in confidence under sections 90(2) and 90(3)(k) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months.
Related Attachments	Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months.
Minutes	Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months.
Other (presentation, documents, or similar)	Nil

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

<b>Carried Unanimously</b>
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**19.2 Motion on Notice – Behavioural Matter – Cr Nathan Daniell – Exclusion of the Public**

Moved Cr Leith Mudge  
S/- Cr Kirrilee Boyd

**27/25**

**Council resolves:**

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except:

- Chief Executive Officer, Greg Georgopoulos
- Director Environment & Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Director Community & Development, Jess Charlton
- Governance Support, Tracy Riddle
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.2.: (Behavioural Matter) in confidence.

The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

<b>Carried Unanimously</b>
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**19.2.1 Motion on Notice – Behavioural Matter – Cr Nathan Daniell – Confidential Item**

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**19.2.2 Motion on Notice – Behavioural Matter – Cr Nathan Daniell – Duration of Confidentiality**

Moved Cr Mark Osterstock  
S/- Cr Leith Mudge

29/25

**Council resolves:**

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council's decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 19.2 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until the council is authorised to make the matter public with council to review every 12 months.
Related Attachments	Until the council is authorised to make the matter public with council to review every 12 months.
Minutes	Until the council is authorised to make the matter public with council to review every 12 months.
Other (presentation, documents, or similar)	Until the council is authorised to make the matter public with council to review every 12 months.

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

<b>Carried Unanimously</b>
----------------------------

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**19.3 Review into the accuracy of reports – Exclusion of the Public**

Moved Cr Chris Grant  
S/- Cr Lucy Huxter

**30/25**

**Council resolves:**

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except:

- Chief Executive Officer, Greg Georgopoulos
- Director Environment and Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Director Community and Development, Jess Charlton
- Governance Support, Tracy Riddle
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.3 (Review into the accuracy of reports) in confidence.

The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is:

- Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

<b>Carried Unanimously</b>
----------------------------

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**19.3.1 Review into the accuracy of reports – Confidential Item**

Moved Cr Chris Grant  
S/- Cr Leith Mudge

31/25

**Council resolves:**

1. That the report be received and noted.
2. To note that administration undertook a review into the accuracy of ordinary council meeting reports held between December 2022 and December 2024
3. To note that the review found no instances of resolutions being inaccurately recorded in reports for any Ordinary Council Meeting held between December 2022 and December 2024.
4. To note that the current administrative practice of snipping resolutions, rather than retyping text, is considered reliable and sufficient to ensure the accuracy of reported resolutions.

<b>Carried Unanimously</b>
----------------------------

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**19.3.2 Review into the accuracy of reports – Duration of Confidentiality**

Moved Cr Leith Mudge  
S/- Cr Mark Osterstock

32/25

**Council resolves:**

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council's decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 19.3 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until Further Order
Related Attachments	Until Further Order
Minutes	Nil
Other (presentation, documents, or similar)	Nil

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Office.

<b>Carried Unanimously</b>
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**19.4 Review into late reports – Exclusion of the Public**

Moved Cr Chris Grant  
S/- Cr Lucy Huxter

**33/25**

**Council resolves:**

**Pursuant to section 90(2) of the Council orders that all members of the public, except:**

- Chief Executive Officer, Greg Georgopoulos
- Director Environment and Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Director Community and Development, Jess Charlton
- Governance Support, Tracy Riddle
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

**be excluded from attendance at the meeting for Agenda Item 19.4 (Review into the frequency of late reports) in confidence.**

**The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:**

**Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is:**

- **Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)**

**Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.**

<b>Carried Unanimously</b>
----------------------------

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**19.4.1 Review into late reports – Confidential Item**

**Moved Cr Melanie Selwood  
S/- Cr Kirrilee Boyd**

**34/25**

**Council resolves:**

- 1. That the report be received and noted.**
- 2. To note that administration conducted a review of the frequency of late reports over a two-year period from December 2022 to December 2024.**
- 3. To note that it is Council's preference to avoid late reports wherever possible.**
- 4. To note the review identified that late reports are rare and do not represent a systemic issue.**
- 5. To note that the current agenda preparation processes are adequate.**
- 6. To require that the Minutes of Council meetings explicitly reflect any late reports, as well as the Agenda.**

<b>Carried Unanimously</b>
----------------------------

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**19.4.2 Review into late reports – Duration of Confidentiality**

Moved Cr Melanie Selwood  
S/- Cr Chris Grant

35/25

**Council resolves:**

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council's decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 19.4 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until Further Order
Related Attachments	Until further Order
Minutes	Nil
Other (presentation, documents, or similar)	Nil

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Office.

<b>Carried Unanimously</b>
----------------------------

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**19.5 CEO PRP Recommendations – 2024 CEO Remuneration Review Process – Exclusion of the Public**

Moved Cr Chris Grant  
S/- Cr Lucy Huxter

36/25

Council resolves:

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except:

- Chief Executive Officer, Greg Georgopoulos
- Director Environment & Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Director Community & Development, Jess Charlton
- Governance Support, Tracy Riddle
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.5: (CEO PRP Recommendations – 2024 CEO Remuneration Review Process) in confidence.

The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 January 2025  
63 MT BARKER ROAD STIRLING**

---

**19.5.1 CEO PRP Recommendations – 2024 CEO Remuneration Review Process – Confidential Item**

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 January 2025  
63 MT BARKER ROAD STIRLING**

**19.5.2 CEO PRP Recommendations – 2024 CEO Remuneration Review Process – Duration of Confidentiality**

Moved Cr Chris Grant  
S/- Cr Mark Osterstock

39/25

Council resolves:

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council's decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 19.5 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until Further Order
Related Attachments	Until Further Order
Minutes	Until Further Order
Other (presentation, documents, or similar)	Until Further Order

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 January 2025  
63 MT BARKER ROAD STIRLING**

---

**19.6 CEO PRP Recommendations to Council – CEO Key Performance Indicators – Exclusion of the Public**

Moved Cr Chris Grant  
S/- Cr Pauline Gill

40/25

Council resolves:

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public, except:

- Chief Executive Officer, Greg Georgopoulos
- Director Environment & Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Director Community & Development, Jess Charlton
- Governance Support, Tracy Riddle
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.6: (CEO PRP Recommendations to Council – CEO Key Performance Indicators) in confidence.

The Council is satisfied that it is necessary that the public, with the exception of Council staff in attendance as specified above, be excluded to enable Council to consider the report at the meeting on the following grounds:

Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

Accordingly, on this basis the principle that meetings of the Council should be conducted in a place open to the public has been outweighed by the need to keep the information and discussion confidential.

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 January 2025  
63 MT BARKER ROAD STIRLING**

---

**19.6.1 CEO PRP Recommendations to Council – CEO Key Performance Indicators – Confidential Item**

**Moved Cr Chris Grant  
S/- Cr Lucy Huxter**

**41/25**

**Council resolves:**

- 1. That the report be received and noted.**
- 2. To receive and note the CEO KPI Progress Review – December 2024**
- 3. That the CEO :**
  - a. is unlikely to achieve KPI#1 due to identified financial anomalies outside the CEO's control.**
  - b. is on track to meet KPI's #2, #3, #4, #5 and #6.**

<b>Carried Unanimously</b>
----------------------------



**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 January 2025  
63 MT BARKER ROAD STIRLING**

**19.6.2 CEO PRP Recommendations to Council – CEO Key Performance Indicators – Duration of Confidentiality**

Moved Cr Chris Grant  
S/- Cr Mark Osterstock

42/25

Council resolves:

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council's decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 19.6 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until Further Order
Related Attachments	Until Further Order
Minutes	Nil
Other (presentation, documents, or similar)	Until Further Order

Pursuant to section 91(9)(c) of the *Local Government Act 1999*, the Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

<b>Carried Unanimously</b>
----------------------------

**20. NEXT ORDINARY MEETING**

The next ordinary meeting of the Adelaide Hills Council will be held on Tuesday 11 February 2025 from 6.30pm at 63 Mt Barker Road, Stirling.

**21. CLOSE MEETING**

The meeting closed at 9.48pm.

---

# **Petitions / Deputations / Public Forum**

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**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 11 February 2025  
AGENDA BUSINESS ITEM**

**Item:** 8.1.1

**Responsible Officer:** Zoë Gill  
Executive Governance Officer  
Office of the Chief Executive

**Subject:** Ward Names Petitions

**For:** Decision

---

**SUMMARY**

Two petitions have been received with a total of 413 signatories (212 Petition 1 and 201 Petition 2) stating:

*In regard to the Representation Review, that Council assigns the names of the wards as follows:*

*North Ward – to be named Torrens Ward  
Central Ward – to be named Onkaparinga Ward  
South Ward - to be named Cox Ward*

Council is currently in the process of undertaking an elector representation review and have recently undertaken public consultation into a proposed ward structure. As part of the consultation process interested parties were invited to respond to the consultation with their feedback including proposed ward name themes.

Both petitions were received prior to the close of this public consultation process.

**RECOMMENDATION**

**Council resolves:**

**1. That the petitions signed by 413 signatories requesting that in regard to the Representation Review, that Council assigns the names of the wards as follows:**

- **North Ward – to be named Torrens Ward**
- **Central Ward - to be named Onkaparinga Ward**
- **South Ward - to be named Cox Ward**

**be received and noted.**

**2. That the CEO advise the principal signatories of the Council’s noting of the petition and of any resolutions relating to the matter.**

---

**1. PETITION DETAILS**

Council has received two petitions the first organised by J D Tate of Birdwood and signed by 212 signatories. The second petition organised by J A Muster of Forreston and signed by 201 signatories.

Both Petitions state:

*In regard to the Representation Review, that Council assigns the names of the wards as follows:*

*North Ward – to be named Torrens Ward*

*Central Ward - to be named Onkaparinga Ward*

*South Ward - to be named Cox Ward*

These names reflect major geographical features – waterways in the council area.

**2. OFFICER’S RESPONSE – Zoë Gill, Executive Governance Officer**

➤ **Relationship/relevance to Council services/activities/plans/strategies/resolutions**

Council is currently undertaking an Elector Representation review and these petitions relate to the review. Council undertook public consultation on the proposed Representation structure between 18 December 2024 and 28 January 2025. During this period members of the Community were encouraged to participate in the public consultation process via the below means:

- Preferably using the online submission form below
- Email to [engage@ahc.sa.gov.au](mailto:engage@ahc.sa.gov.au)
- Send a letter to Community Engagement, 63 Mount Barker Road, Stirling SA 5152
- Phone 8408 0400
- Print and send us a hardcopy feedback form which can be printed from the document library on the right or collected from and returned to any AHC Library or Customer Service Centre at Gumeracha, Stirling, Norton Summit or Woodside during opening hours.

Council is currently reviewing submissions from the Public Consultation process to allow a draft final representation review report to be presented to Council for consideration prior to submission to the Electoral Commissioner.

Both petitions were received prior to the close of the public consultation process via hard copy petitions provided at a Customer Service Centre. Whilst the public consultation did not provide a petition as an option for providing feedback for the purpose of the elector representation review it is a common way to present feedback or requests to Council for consideration.

➤ **Options<sup>1</sup>**

Council has the following options in relation to the matter(s) raised in the petition:

- I. To receive and note the report. (Recommended)
- II. To receive and note the report and make any other decision that Council sees fit (Recommended)

➤ **Appendix**

Petition

---

<sup>1</sup> Any potential motion arising from the receipt of a petition is a Motion Without Notice and Council has resolved for restrictions on the scope on these types of motions as per clause 3.18 of the *Code of Practice for Council Meeting Procedures*.

---

# **Appendix 1**

*Petition*

---

1

## PETITION TO THE ADELAIDE HILLS COUNCIL

We the undersigned residents of the Adelaide Hills Council, petition the Adelaide Hills Council to:

In regard to the Representation Review, that Council assigns the names of the wards as follows:

North Ward – to be named Torrens Ward

Central Ward - to be named Onkaparinga Ward

South Ward – to be named Cox Ward

These names reflect major geographical features – (waterways) in the council area

---

The contact person for this petition is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

P/C: \_\_\_\_\_

Home telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

NAME	ADDRESS	SIGNATURE
------	---------	-----------

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 11 February 2025  
AGENDA BUSINESS ITEM**

**Item:** 8.1.1

**Responsible Officer:** David Waters  
Director Environment and Infrastructure  
Environment and Infrastructure

**Subject:** Silverlake Road Speed Limit

**For:** Decision

---

**SUMMARY**

A petition has been received with 43 signatories stating:

*This petition makes the following request/submission:  
To reduce the speed limit on Silver Lake Road from 80kph to 60kph.  
Improved safety for residents and pedestrians due to increased road traffic.*

Council staff have previously reviewed the speed limit along Silver Lake Road, however the Council may wish to undertake a new review and/or seek an external assessment.

**RECOMMENDATION**

**Council resolves:**

- 1. That the petition signed by 43 signatories requesting to reduce the speed limit on Silver Lake Road from 80kph to 60 kph to improve the safety for residents and pedestrians due to increased road traffic be received and noted.**
  - 2. That the Chief Executive Officer commission a review of the current speed limit along Silver Lake Road, Mylor, by an appropriately qualified external practitioner, at the Council's cost.**
  - 3. Should the review suggest a lower speed limit to that which exists at present, an application be made to the Department for Infrastructure and Transport for consideration, noting that the Department for Infrastructure and Transport is responsible for determining speed limits on South Australian roads.**
  - 4. That the CEO advise the principal signatory of the Council's noting of the petition and of any resolutions relating to the matter.**
-



## 1. PETITION DETAILS

Council has received a petition organised by Susan Preiffer and Tammy Hayward of Mylor and signed by 43 signatories, all of whom are from properties along Silver Lake Roads or the no through roads which come off it.

The petition states:

*This petition makes the following request/submission:*

*To reduce the speed limit on Silver Lake Road from 80kph to 60kph.*

*Improved safety for residents and pedestrians due to increased road traffic.*

An analysis of the addresses of the signatories suggests that most of the properties on Silver Lake Road and no through roads coming off it, are in support of the proposal.

## 2. OFFICER'S RESPONSE – David Waters, Director Environment and Infrastructure

### ➤ Relationship/relevance to Council services/activities/plans/strategies/resolutions

The Council's strategic plan has numerous references to fostering a "safe" community. Road safety is a key part of that and adopting appropriate speed limits is a key contributor to safe road environments.

The Department for Infrastructure and Transport is responsible for setting speed limits on South Australian roads. However, in respect to roads under the care and control of local government, the Department expects the local council to have first investigated the matter, including the preparation of a traffic impact statement where applicable. The review must happen in consideration of the *Speed Limit Guidelines for South Australia*.

In late 2022, improvements were made to advisory signage and linemarking along Silver Lake Road, in response to community concerns about traffic speeds and driver behaviour.

Council staff have undertaken a cursory review of the road since the petition was submitted and have determined that there may be some merit in a further investigation and a detailed assessment against the Guidelines.

Should it be necessary to engage an external consultant to undertake an independent expert review and develop a traffic impact statement, the Council would need to fund same at a cost in the order of \$3,000 - \$5,000.

### ➤ Options<sup>1</sup>

Council has the following options in relation to the matter(s) raised in the petition:

The Council may receive and note the petition, with or without any further decisions. Should Council wish to conduct a review of the speed limit along Silver Lake Road, it is suggested that the following resolution be made:

---

<sup>1</sup> Any potential motion arising from the receipt of a petition is a Motion Without Notice and Council has resolved for restrictions on the scope on these types of motions as per clause 3.18 of the *Code of Practice for Council Meeting Procedures*.

*That the Chief Executive Officer commission a review of the current speed limit along Silver Lake Road, Mylor, by an appropriately qualified external practitioner, at the Council's cost.*

*Should the review suggest a lower speed limit to that which exists at present, an application be made to the Department for Infrastructure and Transport for consideration, noting that the Department for Infrastructure and Transport is responsible for determining speed limits on South Australian roads.*

The recommendation provided has included the above.

➤ **Appendix**

Petition

---

# **Appendix 1**

*Petition*

---

ADELAIDE HILLS COUNCIL  
RECEIVED

20<sup>th</sup> January 2025

23 JAN 2025

Adelaide Hills Council

PO Box 44

WOODSIDE SA 5244

Please find attached petition signed by the residents of Silver Lake Road and the no through roads that adjoin Silver Lake Road in order to reduce the speed limit from 80kph to 60kph for improved road safety for drivers, pedestrians and wildlife.

This petition was formed following contact with the Adelaide Hills Council via email and a subsequent home visit from Adelaide Hills Councillor Adrian Cheater in January 2024. Adrian confirmed at this visit that he is in support of this petition, particularly due to the narrow sections of road where it makes it difficult to pass another vehicle or to walk safely.

During the visits to residents over the past year, we were advised by 6 households that they had contacted the Adelaide Hills Council over the past few years with concerns about the speed limit on Silver Lake Road.

The recent speed limit reductions on River Road, Woolcock Road and a section of Longwood Road from 80kph to 60kph are well received by residents and those regularly driving in this area. We note with interest that on the River Road Junction Improvements 'project update' flyer published by the Government of South Australia, Department for Infrastructure & Transport (Ref 22441588) that it is stated – "To improve safety for all road users, we have recently reduced the speed limit on River Road". We request the same consideration for the residents and users of Silver Lake Road.

Yours Sincerely

# Petition

To: ADELAIDE HILLS COUNCIL, PO BOX 44, WOODSIDE SA 5244

Date: 28/01/2024

*We, the undersigned, wish to submit the following petition to Council. We understand that a petition submitted to the Council is a public document*

## Section 1: The principal signatory must complete this section:

Name: ..... Tel: .....

Address: .....

Postcode: 5153

Email: .....

## Section 2: This petition makes the following request/submission:

To reduce the speed limit on Silver Lake Road from 80kph to 60kph.

Improved road safety for drivers, pedestrians and wildlife.

## Section 3: List of signatories to the petition:

No.	Name	Address	Signature
-----	------	---------	-----------

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# **Administration Reports Decision Items**

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**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 11 February 2025  
AGENDA BUSINESS ITEM**

**Item:** 12.1

**Responsible Officer:** David Waters  
Director Environment and Infrastructure  
Environment and Infrastructure

**Subject:** Ashton/Norton Summit CFS Site – Lease Proposal

**For:** Decision

---

**SUMMARY**

The purpose of this report is to seek approval to commence the community consultation process in relation to the request from the SA Country Fire Service (CFS) to enter into a twenty-one (21) year lease agreement with an option to renew for a further twenty-one (21) years, at their current location at 5 Colonial Drive, Norton Summit SA 5136. The land is described as the portion of land contained within Certificate of Title Volume 5624 Folio 6.

**RECOMMENDATION**

**Council resolves:**

1. That the report be received and noted.
  2. That Council approves commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional twenty-one (21) years at the Ashton/Norton Summit CFS site situated at 5 Colonial Drive, Norton Summit SA 5136. The Land is contained within Certificate of Title Volume 5624 Folio 6.
  3. That this report forms part of the Community Consultation report.
  4. That the following community consultation is in accordance with Council's Community Consultation Policy:
    - a. That if there is substantive community objections to the proposed Lease, a further report will be submitted to Council providing information on the outcomes of the consultation and proposed process to deal with the proposal moving forward.
    - b. That if there are no substantive community objections, Council approves the signing of the twenty-one (21) year Lease.
  5. That in the event that 4(b) applies, the Mayor and/or Chief Executive Officer or his delegate be authorised to sign all documents necessary, including affixation of the common seal if necessary, to give effect to this resolution.
-

## 1. BACKGROUND

In August 2003, the Minister for Emergency Services (“Minister”) entered into a lease for the CFS site for Twenty-One (21) year period from 1 August 2003 to 31 July 2024.

An aerial photograph showing the whole site is provided as **Appendix 1** and bounded in green.

A copy of the proposed draft Lease is provided as **Appendix 2**.

This report seeks Council’s endorsement to undertake community consultation for the formalisation of a new twenty-one (21) year lease, with an opportunity to extend for a further twenty-one (21) years at the discretion of the CFS.

## 2. ANALYSIS

### ➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

*Strategic Plan 2024 – Your place, your space*

<i>Goal 1</i>	<i>A functional Natural Environment</i>
<i>Objective NE4</i>	<i>Build resilience in the natural environment to adapt to climate and other environmental changes</i>
<i>Priority NE4.1</i>	<i>Implement the opportunities identified in the Bushfire Mitigation Landscape Strategy.</i>

Advice from the CFS and other government organisations is central to Council’s involvement and management of fire hazards in the district. The CFS work alongside the South Australian Metropolitan Fire Service (SAMFS) and State Emergency Service (SES) and local government to help with strategies for fuel reduction and to educate the community about bushfires and fire safety. Over the years, Council has provided its support to minimise impacts from fire hazards, by supporting the CFS to have its fire stations on Council land at peppercorn rent. It is considered that by allowing CFS infrastructure on Council land in strategic locations, is a tangible way for Council to proactively support firefighting efforts in the event of a bushfire within the district.

### ➤ Legal Implications

Section 202 of the *Local Government Act 1999* requires consultation for the proposed alienation of community land by lease or licence, for any term exceeding five (5) years. Section 202 also outlines that the lease or licence must be consistent with any relevant management plan.

The land subject to the proposed lease is contained within the “Emergency Services Reserves” *Community Land Management Plan*. Accordingly, the proposal is consistent with the *Community Land Management Plan*.



➤ **Risk Management Implications**

Undertaking consultation in accordance with the relevant statutory requirements will assist in mitigating the risk of:

*Failure to exercise, perform and discharge the powers, functions and duties under legislation, contracts, leases and policies*

Inherent Risk	Residual Risk	Target Risk
Extreme (4B)	Medium (2C)	Medium (2C)

➤ **Financial and Resource Implications**

The cost of public consultation is to be met by Council. The lease is proposed to be ‘peppercorn’ which is consistent with the past practice at this site and at other sites occupied by the CFS.

➤ **Customer Service and Community/Cultural Implications**

There is a high level of community expectation that Council provides support and assistance for fire safety within the Adelaide Hills region. The proposed long-term lease for the CFS over this site will support fire management efforts in the Ashton/Norton Summit area for the next Forty-Two (42) years if supported.

➤ **Sustainability Implications**

Not applicable

➤ **Engagement/Consultation conducted in the development of the report**

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	Not Applicable
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	CFS
<i>Community:</i>	Not Applicable

Community Consultation is required to be undertaken to comply with legislative requirements under Section 202 of the *Local Government Act 1999* and in line with our Council *Public Consultation Policy*.

- The Consultation will be undertaken by placing a public notice, in the local paper which circulates within the area.
- A notice will be placed on the Adelaide Hills Council website and on its ‘Engagement Hub’ inviting interested persons to make submissions within the 21-day consultation period.
- A sign to be placed at the site notifying of the consultation being undertaken.
- A letterbox drop/email to adjoining neighbours will be distributed.
- Direct emails to other identified stakeholders will be provided.

- Copies of the proposal will be made available for inspection at the Council’s service centres located at Stirling, Woodside and Gumeracha and hard copy feedback forms will be made available.
- Feedback can be provided through email, phone and mail.

The existing CFS station has been operating from this site for many years, and the CFS wish to ensure its longevity and its support to the local community.

➤ **Additional Analysis**

Historically, to support fire-fighting efforts across the region, Council has entered into long term lease agreements with the CFS to support their long-term planning for their fire fighting and training needs into the future. Other CFS lease agreements over Council land are for the maximum term allowable under the *Local Government Act 1999*, that is twenty-one (21) plus twenty-one (21) years. The long-term lease arrangement proposed for the Ashton/Norton Summit site is consistent with the approach taken with other CFS sites on Council land across the region.

**3. OPTIONS**

Council has the following options:

- I. Endorse the commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional twenty-one (21) years, with a view to entering into a long-term Lease with the CFS as outlined in this report (Recommended)
- II. To not endorse the commencement of public consultation on the proposed twenty-one (21) years lease with the CFS, with a further option to renew for an additional twenty-one (21) years, with a view to entering into a long-term Lease with the CFS as outlined in this report (Not Recommended)

**4. APPENDICES**

- (1) Aerial photo of the Ashton/Norton Summit CFS site
- (2) Draft proposed CFS Lease

---

# **Appendix 1**

*Aerial photo of the Ashton/Norton Summit CFS site*

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## **Appendix 2**

*Draft proposed Lease to Minister for Police, Emergency  
Services and Correctional Services*

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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**LEASE**

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	L

PRIORITY NOTICE ID	
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AGENT CODE

LODGED BY:

CORRECTION TO: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

DRAFT

CSO -

CORRECTION	PASSED
REGISTERED	
REGISTRAR GENERAL	

OFFICIAL  
**LEASE**

---

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

---

**LAND DESCRIPTION**

The portion of the land in Certificate of Title Volume 5624 Folio 6 being the areas delineated and marked as "Access A", "Carpark G", "CFS Shed", and "Tank K" in GRO Plan 242/2003

---

**ESTATE & INTEREST**

Fee Simple

---

**LESSOR** (Full name and address)

**ADELAIDE HILLS COUNCIL** of PO Box 44, Woodside SA 5244

---

**LESSEE** (Full name, address and mode of holding)

**MINISTER FOR POLICE, EMERGENCY SERVICES AND CORRECTIONAL SERVICES** a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of Level 10, 81-95 Waymouth Street, Adelaide SA 5000

---

**TERM**

Twenty one (21) years

COMMENCING ON 1 August 2024

AND

EXPIRING ON 31 July 2045

together with the right of renewal (if any) set out in clause 4.4

---

**RENT AND MANNER OF PAYMENT** (or other consideration)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

---

**IT IS CONVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:**  
(Covenants, where not deposited, to be set forth on insert sheet(s) 2 to 17 and securely attached)

---



---

**OPERATIVE CLAUSE** *\*Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed ~~\*herein / \*in Standard Terms and Conditions No. \_\_\_\_\_~~ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

---

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

---

**CONSENTS**

This lease does not contravene Section 49 of the Development Act 1993

DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

**Lessor(s)**

- \*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

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

for: *<Company name>*

on behalf of the Lessor

---

**Lessee(s)**

- \*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

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

for: *<Company name>*

on behalf of the Lessee

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**LEASE TERMS AND CONDITIONS**


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## 1. INTERPRETATION

### 1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

- 1.1.1 **Business Days** means Monday to Friday (excluding public holidays under the *Holidays Act 1910* (SA));
- 1.1.2 **Claim** means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);
- 1.1.3 **Common Areas** means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;
- 1.1.4 **Commencement Date** means the date specified as the Commencement Date on page 1 of this Lease in the panel titled "Term";
- 1.1.5 **Insurable Risk** means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;
- 1.1.6 **Land** means the whole of the land referred to in Item 1 of the Schedule;
- 1.1.7 **Lessee** means the said Minister for Police, Emergency Services, and Correctional Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;
- 1.1.8 **Lessee's Representative** means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;
- 1.1.9 **Lessor** means the Lessor named and described on page 1 of this Lease in the panel titled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);
- 1.1.10 **Permitted Use** means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;
- 1.1.11 **Premises** means that portion of the land or the building more particularly described on page 1 of this Lease in the panel titled "Land Description" including the Lessor's fixtures and fittings situated in or on such Premises and, where appropriate, includes any part or parts of the Premises;
- 1.1.12 **Services** means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;
- 1.1.13 **Term** means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel titled "Term" and includes such further period as the

Lessee may occupy the Premises in accordance with this Lease [(including any extension of this Lease pursuant to clause 4.4)].

## 1.2 Interpretation

- 1.2.1 The panel form titled "Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease.
- 1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease.
- 1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender.
- 1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally.
- 1.2.5 Any reference to a person shall include a body corporate and vice versa.
- 1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to.
- 1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease.
- 1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect.
- 1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.
- 1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

## 2. LESSEE'S OBLIGATIONS

### 2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

### 2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

- (a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;
- (b) all charges (including rentals) in respect of any telephone services connected to the Premises; and
- (c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises,

**PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in

respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

**2.3 Maintain Premises**

- 2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.
- 2.3.2 Without limiting clause 2.3.1, the Lessee shall at its expense every ten (10) years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

**2.4 Keep in neat, tidy and clean condition**

- 2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Premises to be or become in any insanitary and unhygienic condition.
- 2.4.2 Without limiting clause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.
- 2.4.3 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

**2.5 Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation 15A of the *Local Government (General) Regulations 1999*, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

**2.6 Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

- 2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and
- 2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises,

**PROVIDED ALWAYS** that nothing in this clause 2.6 shall oblige or be construed as obliging the Lessee to effect any structural alterations or additions unless such structural alterations or additions are required as a direct result of the Lessee's use and occupation of the Premises.

## 2.7 Alterations and additions

The Lessee shall not make any alterations or additions to the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

## 2.8 Obligations at end of Lease

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

- 2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or
- 2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

## 2.9 Assignment and Subletting

- 2.9.1 Subject to clause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) **PROVIDED ALWAYS** that:
  - (a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;
  - (b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;
  - (c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and
  - (d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.
- 2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

## 2.10 Lessor's Inspection

- 2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times on reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter on the Premises to examine and view the state and condition of cleanliness



and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in clause 2.10.1 as far as it may be liable to do so pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, on demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

**2.11 Release**

The Lessee shall occupy the Premises at the risk in all things of the Lessee and the Lessee releases to the full extent permitted by law the Lessor, its officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

**2.12 Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

**2.13 No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

**2.14 No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 anything which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

**3. LESSOR'S OBLIGATIONS**

**3.1 Quiet Enjoyment**

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

### 3.2 Rates and Taxes

Subject to the Lessee's obligations set out in clause 2.2.2, the Lessor shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies (if any) payable, charged, assessed or levied in respect of the Land.

### 3.3 Insurance

- 3.3.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government insurance and risk management arrangements administered by SAFA, the Insurance Division of the South Australian Government Financing Authority, in respect of its use of the Premises pursuant to this Lease.
- 3.3.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to the provisions of the *Local Government Act* and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the *Local Government Act*, effect public liability insurance to a minimum level of cover of three hundred million dollars (\$300,000,000).
- 3.3.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:
- (a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** (\$20,000,000) in respect of any one claim or such further sum as the Lessor from time to time reasonably requires; and
  - (b) such other insurance policies (if any) as the Lessor and the Lessee agree.

### 3.4 Maintain the Premises and the Services

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

### 3.5 Common Areas

- 3.5.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.
- 3.5.2 Subject to the Lessee's obligation set out in clause 2.4.3, the Lessor shall at its expense keep the Common Areas in a neat, tidy and clean condition at all times during the Term.

## 4. MUTUAL COVENANTS

### 4.1 Damage and Destruction

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that is the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this

Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this lease by the other party.

#### 4.2 Termination

- 4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one (1) calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.
- 4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

#### 4.3 Right of First Refusal to purchase freehold

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:

- 4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall not in any respect whatsoever constitute the imposition of any more onerous obligations and duties on the Lessee or require the Lessee to pay any greater pecuniary sum than that which the Lessor would impose or require from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;
- 4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee (**purchase price**) subject to the following terms and conditions:
- (a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the

Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

- (b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,
- (c) the Lessee shall deliver to the Lessor a panel form Transfer in registrable form and the Lessor shall execute such Transfer and deliver the same to the Lessee at settlement and on payment of the purchase price in full,
- (d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,
- (e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee.

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this clause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price on the terms and in the manner set out in this clause 4.3.

#### 4.4 **Right of Renewal**

The Lessor shall, on the written request of the Lessee made not later than three (3) months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

#### 4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one (1) calendar month notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

#### 4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

#### 4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation,

inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

**4.8 Modification**

No variation, addition to or modification of any provision of this Lease shall be binding on the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

**4.9 Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

4.9.2 No waiver by a party of a breach of a term or condition contained in this Lease shall operate as a waiver of any breach of the same or any other term or condition contained in this Lease.

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

**4.10 Notices**

4.10.1 A "notice" means:

- (a) a notice; or
- (b) a consent, approval or other communication required to be in writing under this Lease.

4.10.2 A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail to the other party to the address specified in Item 6 of the Schedule.

4.10.3 A notice or other communication is taken to be received if:

- (a) delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;
- (b) sent by pre-paid mail, on the third Business Day after posting;
- (c) transmitted by electronic mail:
  - (i) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
  - (ii) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

4.10.4 If the result under clause 4.10.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

4.10.5 A party may from time to time notify of a change to its contact details by written notice to the other party.

**4.11 Costs**

4.11.1 Each party will pay their own costs of and incidental to the negotiation and certification of this Lease.

4.11.2 The Lessee shall pay:

- (a) the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease;

- (b) the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease; and
- (c) the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

**4.12 Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

**4.13 Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

**4.14 Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed on by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

**4.15 Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

**4.16 No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

**4.17 Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

THIS LEASE IS DATED: .....

**Executed by the Lessor**

**COMMON SEAL** of the )  
**ADELAIDE HILLS COUNCIL** )  
was affixed in the presence of: )

.....  
Witness - Signature

.....  
Witness - Print Name

**Executed by the Lessee**

**COMMON SEAL** of the **MINISTER FOR** )  
**POLICE, EMERGENCY SERVICES AND** )  
**CORRECTIONAL SERVICES** )  
was affixed in the presence of: )

.....  
Witness - Signature

.....  
Witness - Print Name

**SCHEDULE**

**ITEM 1**

**Land**

Whole of the land comprised in Certificate of Title Volume 5624 Folio 6.

**ITEM 2**

**Rent**

\$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

**ITEM 3**

**Common Areas**

Those portions of the Land comprised in Certificate of Title Volume 5624 Folio 6 more particularly delineated as "Yard C", "Yard D" and "Carpark H" in GRO Plan No. 242/2003 for the purpose for which each was designed.

**ITEM 4**

**Lessee's Proportion**

**Charges for services**

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

**Statutory rates, taxes and charges**

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

**ITEM 5**

**Right of Renewal**

Twenty one (21) years commencing on 1 August 2045 and expiring on 31 July 2066.

**ITEM 6**

**Notices**

**Lessor:**

Gen Stewart  
Property Officer  
Adelaide Hills Council  
63 Mount Barker Road  
STIRLING SA 5152



**Lessee:**

Alison Fox  
Principal Land & Leasing Advisor  
SAFECOM  
Level 2, 37 Richmond Road  
KESWICK SA 5037

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 11 February 2025  
AGENDA BUSINESS ITEM**

**Item:** 12.2

**Responsible Officer:** David Waters  
Director Environment and Infrastructure  
Environment and Infrastructure

**Subject:** Woodside CFS Site – Lease Proposal

**For:** Decision

---

**SUMMARY**

The purpose of this report is to seek approval to commence the community consultation process in relation to the request from SA Country Fire Service ("CFS") to enter into a twenty-one (21) year lease agreement with an option to renew for a further twenty-one (21) years, at their current location at 8 Nairne Road, Woodside SA 5244. The land is described as the portion of the land contained within Certificate of Title Volume 5624 Folio 6.

**RECOMMENDATION**

**Council resolves:**

1. That the report be received and noted.
  2. That Council approves commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional twenty-one (21) years at the Woodside CFS site situated at 8 Nairne Road, Woodside SA 5244. The land is described as the portion of the land contained within the Certificate of Title Volume 5624 Folio 6.
  3. That this report forms part of the Community Consultation report.
  4. That following community consultation in accordance with Council's Community Consultation Policy:
    - a. That if there are substantive community objections to the proposed Lease, a further report will be submitted to Council providing information on the outcomes of the consultation and proposed process to deal with the proposal moving forward.
    - b. That if there are no substantive community objections, Council approves the signing of the twenty-one (21) year Lease.
  5. That in the event that 4(b) applies, the Mayor and/or Chief Executive Officer or his delegate be authorised to sign all documents necessary, including affixation of the common seal of necessary, to give effect to this resolution.
-

## 1. BACKGROUND

In August 2003, The Minister for Emergency Services ("Minister") entered into a lease for the CFS site for a twenty-one (21) year period from 1 August 2003 to 31 July 2024.

An aerial photo showing the whole site is provided as **Appendix 1** and bounded in green.

A copy of the proposed draft Lease is provided as **Appendix 2**.

This report seeks Council's endorsement to undertake community consultation for the formalisation of a new twenty-one (21) year lease, with an opportunity to extend for a further twenty-one (21) years at the discretion of the CFS.

Council entered into an extension of lease with the Minister for the Woodside CFS site. The Minister requested for the extension of lease to be registered against the Certificate of Title by the 30<sup>th</sup> September 2024. The CFS did not approve the extension of lease in the required timeframe to enable registration. CFS have produced a new lease agreement for Council's execution. It is worth noting that Council returned the extension of lease agreement in a timely manner to CFS.

## 2. ANALYSIS

### ➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

*Strategic Plan 2024 – Your place, your space*

Goal 1 A functional Natural Environment

Objective NE4 Build resilience in the natural environment to adapt to climate and other environmental changes

Priority NE4.1 Implement the opportunities identified in the Bushfire Mitigation Landscape Strategy.

Advice from the CFS and other government organisations is central to Council's involvement and management of fire hazards in the district. The CFS work alongside the South Australian Metropolitan Fire Service (SAMFS) and State Emergency Service (SES) and local government to help with strategies for fuel reduction and to educate the community about bushfires and fire safety. Over the years, Council has provided its support to minimise impacts from fire hazards, by supporting the CFS to have its fire stations on Council land at peppercorn rent. It is considered that by allowing CFS infrastructure on Council land in strategic locations, is a tangible way for Council to proactively support firefighting efforts in the event of a bushfire within the district.

### ➤ Legal Implications

Section 202 of the *Local Government Act 1999* requires consultation for the proposed alienation of community land by lease or licence, for any term exceeding five (5) years. Section 202 also outlines that the lease or licence must be consistent with any relevant management plan.

The land subject to the proposed lease is contained within the "Emergency Services Reserves" *Community Land Management Plan*. Accordingly, the proposal is consistent with the *Community Land Management Plan*.

➤ **Risk Management Implications**

Undertaking consultation in accordance with the relevant statutory requirements will assist in mitigating the risk of:

*Failure to exercise, perform and discharge the powers, functions and duties under legislation, contracts, leases and policies*

Inherent Risk	Residual Risk	Target Risk
Extreme (4B)	Medium (2C)	Medium (2C)

➤ **Financial and Resource Implications**

The cost of public consultation is to be met by Council. The lease is proposed to be “peppercorn” which is consistent with the past practice at this site and at other sites occupied by the CFS.

➤ **Customer Service and Community/Cultural Implications**

There is a high level of community expectation that Council provides support and assistance for fire safety within the Adelaide Hills region. The proposed long-term lease for the CFS over this site will support fire management efforts in the Woodside area for the next forty-two (42) years if supported.

➤ **Sustainability Implications**

Not applicable

➤ **Engagement/Consultation conducted in the development of the report**

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	Not Applicable
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	CFS
<i>Community:</i>	Not Applicable

Community Consultation is required to be undertaken to comply with legislative requirements under Section 202 of the *Local Government Act 1999* and in line with our Council *Public Consultation Policy*.

- The Consultation will be undertaken by placing a public notice, in the local paper which circulates within the area.
- A notice will be placed on the Adelaide Hills Council website and on its ‘Engagement Hub’ inviting interested persons to make submissions within the twenty-one (21) day consultation period.
- A sign to be placed at the site notifying of the consultation being undertaken.
- A letterbox drop/email to adjoining neighbours will be distributed.

- Direct emails to other identified stakeholders will be provided.
- Copies of the proposal will be made available for inspection at the Council’s service centres at Stirling, Woodside and Gumeracha and hard copy feedback forms will be made available.
- Feedback can be provided through email, phone and mail.

The existing CFS station has been operating from this site for many years, and the CFS wish to ensure its longevity and its support to the local community.

➤ **Additional Analysis**

Historically, to support fire-fighting efforts across the region, Council has entered into long term lease agreements with the CFS to support their long-term planning for their fire fighting and training needs into the future. Other CFS lease agreements over Council land are for the maximum term allowable under the Local Government Act 1999, that is twenty-one (21) plus twenty-one (21) years. The long-term lease arrangement proposed for the Woodside site is consistent with the approach taken with other CFS sites on Council land across the Region.

**3. OPTIONS**

Council has the following options:

- I. Endorse the commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional twenty-one (21) years, with a view to enter into a long-term Lease with the CFS as outlined in this report (Recommended)
- II. To not endorse the commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional twenty-one (21) years, with a view to entering into a long term Lease with the CFS as outlined in this report (Not Recommended)

**4. APPENDICES**

- (1) Aerial photograph of the Woodside CFS site
- (2) Draft proposed CFS Lease Agreement

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# **Appendix 1**

*Aerial photograph of the Woodside CFS site*

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Woodside CFS – Aerial Map



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## **Appendix 2**

*Draft proposed Lease to Minister for Police, Emergency  
Services and Correctional Services*

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LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**LEASE**

FORM APPROVED BY THE REGISTRAR-GENERAL

SERIES NO	PREFIX
	L

PRIORITY NOTICE ID	
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AGENT CODE

LODGED BY:

CORRECTION TO: **CROWN SOLICITOR'S OFFICE**      **CSOL 22**

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

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

CSO -

CORRECTION	PASSED
REGISTERED	
REGISTRAR GENERAL	

OFFICIAL  
**LEASE**

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

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**LAND DESCRIPTION**

The areas delineated and marked as "CFS Shed", "Yard C" and "Tower" in GRO Plan 219/2003 being portion of the land in Certificate of Title Volume 5445 Folio 392

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**ESTATE & INTEREST**

Fee Simple

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**LESSOR** (Full name and address)

**ADELAIDE HILLS COUNCIL** of PO Box 44, Woodside SA 5244

---

**LESSEE** (Full name, address and mode of holding)

**MINISTER FOR POLICE, EMERGENCY SERVICES AND CORRECTIONAL SERVICES** a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of Level 10, 81-95 Waymouth Street, Adelaide SA 5000

---

**TERM**

Twenty one (21) years

COMMENCING ON 1 August 2024

AND

EXPIRING ON 31 July 2045

together with the right of renewal (if any) set out in clause 4.4

---

**RENT AND MANNER OF PAYMENT** (or other consideration)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

---

**IT IS CONVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:**  
(Covenants, where not deposited, to be set forth on insert sheet(s) 2 to 17 and securely attached)

---

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**OPERATIVE CLAUSE** *\*Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed \*herein / ~~\*in Standard Terms and Conditions No. \_\_\_\_\_~~ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

---

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

---

**CONSENTS**

This lease does not contravene Section 49 of the Development Act 1993

DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

**Lessor(s)**

- \*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

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

for: *<Company name>*

on behalf of the Lessor

---

**Lessee(s)**

- \*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

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

for: *<Company name>*

on behalf of the Lessee

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**LEASE TERMS AND CONDITIONS**


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## 1. INTERPRETATION

### 1.1 Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

- 1.1.1 **Business Days** means Monday to Friday (excluding public holidays under the *Holidays Act 1910* (SA));
- 1.1.2 **Claim** means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);
- 1.1.3 **Common Areas** means those portions of the Land or the buildings situated on the Land provided by the Lessor from time to time for common use by occupiers of the Land from time to time including, but not limited to, entrances, paths, landscaped areas, passageways and those portions (if any) of the Land or the buildings situated on the Land identified in Item 3 of the Schedule;
- 1.1.4 **Commencement Date** means the date specified as the Commencement Date on page 1 of this Lease in the panel titled "Term";
- 1.1.5 **Insurable Risk** means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;
- 1.1.6 **Land** means the whole of the land referred to in Item 1 of the Schedule;
- 1.1.7 **Lessee** means the said Minister for Police, Emergency Services, and Correctional Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;
- 1.1.8 **Lessee's Representative** means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;
- 1.1.9 **Lessor** means the Lessor named and described on page 1 of this Lease in the panel titled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);
- 1.1.10 **Permitted Use** means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;
- 1.1.11 **Premises** means that portion of the land or the building more particularly described on page 1 of this Lease in the panel titled "Land Description" including the Lessor's fixtures and fittings situated in or on such Premises and, where appropriate, includes any part or parts of the Premises;
- 1.1.12 **Services** means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises;
- 1.1.13 **Term** means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel titled "Term" and includes such further period as the



Lessee may occupy the Premises in accordance with this Lease [(including any extension of this Lease pursuant to clause 4.4)].

## 1.2 Interpretation

- 1.2.1 The panel form titled "Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease.
- 1.2.2 The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease.
- 1.2.3 Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender.
- 1.2.4 Where two or more persons are included as "Lessor", the Lessor's obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally.
- 1.2.5 Any reference to a person shall include a body corporate and vice versa.
- 1.2.6 Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to.
- 1.2.7 Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease.
- 1.2.8 Where the words "Not Applicable" appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect.
- 1.2.9 A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.
- 1.2.10 In any circumstances where the Lessor's consent is required pursuant to this Lease, such consent shall not be unreasonably withheld or delayed.

## 2. LESSEE'S OBLIGATIONS

### 2.1 Pay Rent

The Lessee shall pay to the Lessor the rent specified in Item 2 of the Schedule at the time and in the manner set out in Item 2 of the Schedule.

### 2.2 Pay Outgoings

2.2.1 The Lessee shall pay as and when they fall due:

- (a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;
- (b) all charges (including rentals) in respect of any telephone services connected to the Premises; and
- (c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises,

**PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2 The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in

respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

**2.3 Maintain Premises**

- 2.3.1 The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.
- 2.3.2 Without limiting clause 2.3.1, the Lessee shall at its expense every ten (10) years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

**2.4 Keep in neat, tidy and clean condition**

- 2.4.1 The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Premises to be or become in any insanitary and unhygienic condition.
- 2.4.2 Without limiting clause 2.4.1, the Lessee shall ensure that all waste materials and garbage are kept in proper waste receptacles at all times and the Lessee shall at its expense arrange for the regular removal of such waste materials and garbage from the Premises.
- 2.4.3 The Lessee shall at its expense restore the Common Areas to a neat and tidy condition after each use by it of the Common Areas (having regard to the condition they were in prior to the Lessee's use of them).

**2.5 Permitted Use**

The Lessee shall not use the Premises for any purpose other than for the Permitted Use and in accordance with Regulation 15A of the *Local Government (General) Regulations 1999*, there shall be no substantial change in the use of the Premises during the Term (disregarding trifling, insignificant or subsidiary uses).

**2.6 Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

- 2.6.1 all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and
- 2.6.2 all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises,

**PROVIDED ALWAYS** that nothing in this clause 2.6 shall oblige or be construed as obliging the Lessee to effect any structural alterations or additions unless such structural alterations or additions are required as a direct result of the Lessee's use and occupation of the Premises.

## 2.7 Alterations and additions

The Lessee shall not make any alterations or additions to the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

## 2.8 Obligations at end of Lease

Upon the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and either:

- 2.8.1 remove all of its equipment and goods from the Premises and, if so required in writing by the Lessor, deliver up possession of the buildings and structures situated on the Premises in the condition required by subclauses 2.3 and 2.4 having regard to the age of such buildings and structures (fair wear and tear excepted), (such buildings and structures remaining or becoming the property of the Lessor upon such expiration or earlier termination of this Lease, the Lessor paying no compensation to the Lessee for such buildings or structures); or
- 2.8.2 if so required in writing by the Lessor, the Lessee shall within a reasonable period of time after the expiration or earlier termination of this Lease remove all of its equipment and goods from the Premises and all of the buildings and structures situated on the Premises from the Premises and restore the Premises to a clean, safe, clear and uncontaminated condition to the reasonable satisfaction of the Lessor having regard to the condition the Premises were in as at the Commencement Date.

## 2.9 Assignment and Subletting

- 2.9.1 Subject to clause 2.9.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) **PROVIDED ALWAYS** that:
  - (a) there is no existing breach of the Lease by the Lessee at the time of making a request for consent;
  - (b) the Lessee shall at the time of making a request for consent provide the Lessor with such written information and particulars regarding the financial viability and capacity of the proposed assignee, sublessee or occupier as the Lessor reasonably requires;
  - (c) the Lessee shall pay the Lessor's reasonable costs and expenses incurred by the Lessor in satisfying itself as to the suitability of the proposed assignee, sublessee or occupier; and
  - (d) notwithstanding the giving of consent to any assignment, transfer, subletting or parting with possession, the Lessee shall remain liable for the obligations of the Lessee in this Lease for the balance of the Term.
- 2.9.2 The Lessee may, without the written consent of the Lessor, at any time during the Term transfer, assign this Lease or sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any other Minister of the Crown or any agency or instrumentality of the Crown who will use the Premises for the Permitted Use.

## 2.10 Lessor's Inspection

- 2.10.1 The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times on reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter on the Premises to examine and view the state and condition of cleanliness

and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.10.2 The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in clause 2.10.1 as far as it may be liable to do so pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, on demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

**2.11 Release**

The Lessee shall occupy the Premises at the risk in all things of the Lessee and the Lessee releases to the full extent permitted by law the Lessor, its officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

**2.12 Indemnity**

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee except where such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessor or its officers, employees, agents or contractors.

**2.13 No Signs**

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

**2.14 No Nuisance**

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1 anything which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2 any offensive trade or business.

**3. LESSOR'S OBLIGATIONS**

**3.1 Quiet Enjoyment**

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

### 3.2 Rates and Taxes

Subject to the Lessee's obligations set out in clause 2.2.2, the Lessor shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies (if any) payable, charged, assessed or levied in respect of the Land.

### 3.3 Insurance

- 3.3.1 The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government insurance and risk management arrangements administered by SAFA, the Insurance Division of the South Australian Government Financing Authority, in respect of its use of the Premises pursuant to this Lease.
- 3.3.2 The Lessor warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to the provisions of the *Local Government Act* and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to provisions of the *Local Government Act*, effect public liability insurance to a minimum level of cover of three hundred million dollars (\$300,000,000).
- 3.3.3 The Lessee shall ensure that its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:
- (a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** (\$20,000,000) in respect of any one claim or such further sum as the Lessor from time to time reasonably requires; and
  - (b) such other insurance policies (if any) as the Lessor and the Lessee agree.

### 3.4 Maintain the Premises and the Services

The Lessor shall at its expense maintain all Services on or in the Land (excluding those situated on the Premises) in good working order at all times during the Term.

### 3.5 Common Areas

- 3.5.1 The Lessor shall allow the Lessee, its agents, contractors, workmen, employees, subtenants, licensees and invitees to use the Common Areas at all times during the Term, in common with the Lessor and any other occupiers of the Land from time to time for the purposes for which such Common Areas were designed.
- 3.5.2 Subject to the Lessee's obligation set out in clause 2.4.3, the Lessor shall at its expense keep the Common Areas in a neat, tidy and clean condition at all times during the Term.

## 4. MUTUAL COVENANTS

### 4.1 Damage and Destruction

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then unless the Lessee otherwise agrees, the Lessor shall at its expense promptly and diligently reinstate the buildings and structures on the Premises to the Lessee's reasonable satisfaction **PROVIDED ALWAYS** that is the Lessor has neither reinstated the buildings and structures on the Premises nor made substantial progress towards reinstatement of the buildings and structures on the Premises within a period of six (6) months from the occurrence of such damage or destruction, then the Lessee may by written notice at any time after the expiration of such six (6) month period terminate this

Lease and neither party shall have any claim against the other in respect of such termination except in respect of antecedent breaches of this lease by the other party.

#### 4.2 Termination

- 4.2.1 If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one (1) calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.
- 4.2.2 Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

#### 4.3 Right of First Refusal to purchase freehold

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:

- 4.3.1 the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall not in any respect whatsoever constitute the imposition of any more onerous obligations and duties on the Lessee or require the Lessee to pay any greater pecuniary sum than that which the Lessor would impose or require from a purchaser other than a Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;
- 4.3.2 the Lessee shall, within sixty (60) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee (**purchase price**) subject to the following terms and conditions:
- (a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the

Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee,

- (b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement,
- (c) the Lessee shall deliver to the Lessor a panel form Transfer in registrable form and the Lessor shall execute such Transfer and deliver the same to the Lessee at settlement and on payment of the purchase price in full,
- (d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor,
- (e) settlement shall take place at the Lands Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee.

4.3.3 If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this clause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price on the terms and in the manner set out in this clause 4.3.

#### 4.4 **Right of Renewal**

The Lessor shall, on the written request of the Lessee made not later than three (3) months before the expiration of the initial term, and if, at the time of such request and at the expiration of the initial term, there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 5 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

#### 4.5 **Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one (1) calendar month notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

#### 4.6 **Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

#### 4.7 **Entire Agreement**

This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation,

inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

#### 4.8 **Modification**

No variation, addition to or modification of any provision of this Lease shall be binding on the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

#### 4.9 **Waiver**

4.9.1 A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.

4.9.2 No waiver by a party of a breach of a term or condition contained in this Lease shall operate as a waiver of any breach of the same or any other term or condition contained in this Lease.

4.9.3 No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

#### 4.10 **Notices**

4.10.1 A "**notice**" means:

- (a) a notice; or
- (b) a consent, approval or other communication required to be in writing under this Lease.

4.10.2 A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail to the other party to the address specified in Item 6 of the Schedule.

4.10.3 A notice or other communication is taken to be received if:

- (a) delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;
- (b) sent by pre-paid mail, on the third Business Day after posting;
- (c) transmitted by electronic mail:
  - (i) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
  - (ii) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

4.10.4 If the result under clause 4.10.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

4.10.5 A party may from time to time notify of a change to its contact details by written notice to the other party.

#### 4.11 **Costs**

4.11.1 Each party will pay their own costs of and incidental to the negotiation and certification of this Lease.

4.11.2 The Lessee shall pay:

- (a) the Lessor's reasonable costs (including legal costs) of and incidental to the preparation and execution of this Lease;



- (b) the stamp duty (if any) and the registration fee (if any) assessed or payable in respect of this Lease; and
- (c) the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

**4.12 Delegation**

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

**4.13 Early termination**

If the Lessee ceases to use the Premises for the Permitted Use for a continuous period of not less than three (3) months then the Lessor may terminate this Lease at any time after the expiration of such three (3) month period by giving seven (7) days' written notice of such termination to the Lessee and the Lessee shall have no claim against the Lessor in respect of such early termination except in respect of any antecedent breaches (if any) of this Lease by the Lessor.

**4.14 Dispute Resolution**

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its right to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed on by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

**4.15 Resumption or Compulsory acquisition**

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

**4.16 No Warranties**

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

**4.17 Auditor-General**

Nothing in this Lease derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

THIS LEASE IS DATED: .....

**Executed by the Lessor**

**COMMON SEAL** of the )  
**ADELAIDE HILLS COUNCIL** )  
was affixed in the presence of: )

.....  
Witness - Signature

.....  
Witness - Print Name

**Executed by the Lessee**

**COMMON SEAL** of the **MINISTER FOR** )  
**POLICE, EMERGENCY SERVICES AND** )  
**CORRECTIONAL SERVICES** )  
was affixed in the presence of: )

.....  
Witness - Signature

.....  
Witness - Print Name

**SCHEDULE**

**ITEM 1**

**Land**

Whole of the land comprised in Certificate of Title Volume 5445 Folio 392.

**ITEM 2**

**Rent**

\$1.00 per annum if demanded by the Lessor (which rent is exclusive of GST) payable in such manner as the Lessor shall reasonably determine.

**ITEM 3**

**Common Areas**

Those portions of the Land being the areas delineated and marked as "Carpark" and "Access A" in GRO Plan 219/2003.

**ITEM 4**

**Lessee's Proportion**

**Charges for services**

(a) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

**Statutory rates, taxes and charges**

(b) Nil or such other percentage as the Lessor and the Lessee may from time to time agree in writing.

**ITEM 5**

**Right of Renewal**

Twenty one (21) years commencing on 1 August 2045 and expiring on 31 July 2066.

**ITEM 6**

**Notices**

**Lessor:**

Gen Stewart  
Property Officer  
Adelaide Hills Council  
63 Mount Barker Road  
STIRLING SA 5152

**Lessee:**

Alison Fox  
Principal Land & Leasing Advisor  
SAFECOM  
Level 2, 37 Richmond Road  
KESWICK SA 5037

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 11 February 2025  
AGENDA BUSINESS ITEM**

**Item:** 12.3

**Responsible Officer:** Zoë Gill  
Executive Governance Officer  
Office of the CEO

**Subject:** Confidential Items Review

**For:** Decision

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**SUMMARY**

Section 91 of the *Local Government Act 1999* requires Council to review confidential orders at least once every year.

A review of the Register of Confidential Items has been undertaken and there are seven (7) items that require a new confidentiality order.

Since last reporting on 12 November 2024, two (2) items have been released either as confidentiality orders have expired or they have been released by the Chief Executive Officer under the delegation provided by Council and these are detailed in **Appendix 2**.

**NB: If the meeting wishes to discuss the status of any items in a manner that will result in the disclosure of information currently under an s91(7) confidentiality order, it should first consider making a s90 order to move into confidence.**

**RECOMMENDATION**

**Council resolves:**

**DECISION 1**

- 1. To receive and note the report titled “Confidential Items Review” (Agenda item 12.3, 11 February 2025 Council Meeting).**
- 2. To note the items held as confidential in the Confidential Items Register (*Appendix 1 of Agenda item 12.3, 11 February 2025 Council Meeting*).**

**DECISION 2 – Resolution 52/24 – Recovery of Unpaid Rates**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(i) of the Act:

- The report, related attachments and minutes of 27 February 2024, Item No. 19.1, Recovery of Unpaid Rates, 52/24 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

**DECISION 3 – Resolution 74/24 – CEO PRP Minutes 12 March 2024**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(a) of the Act:

- The report, related attachments and minutes of 12 March 2024, Item No. 20.1, CEO PRP Minutes of Meeting, 303/22 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

**DECISION 4 – Resolution 87/22 – Property Lobethal Road - Lenswood**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(a) of the Act:

- The report and related attachments of 12 March 2024, Item No. 11.1.2, Property Lobethal Road - Lenswood, 87/22 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

**DECISION 5 – Resolution 105/21 – Multi-Year Road Rally Proposal**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(d) of the Act:
  - The report and related attachments of 25 May 2021, Item No. 11.1.2, Multi-Year Road Rally Proposal, 105/21 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to commercial information of a confidential nature (not being a trade secret) the disclosure of which— (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and (ii) would, on balance, be contrary to the public interest;

2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

**DECISION 6 – Resolution 85/14 – AHRWMA**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(b)(d) and (i) of the Act:
  - The report and related attachments of 22 April 2014 , Item No. 18.2.1, AHRWMA, 85/14 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to:

- information the disclosure of which— (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and (ii) would, on balance, be contrary to the public interest;
- commercial information of a confidential nature (not being a trade secret) the disclosure of which— (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and (ii) would, on balance, be contrary to the public interest
- information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

**DECISION 7 – Resolution 100/24 – Special CEO PRP Minutes of Meeting – 21 March 2024**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(a) of the Act:
  - The report and related attachments of 26 May 2024 Item No. 19.3, Special CEO PRP Minutes of Meeting, 100/24 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)

2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

**DECISION 8 – Resolution 97/24 – Trans Tasman Energy Group**

1. Pursuant to Section 91(7) of the *Local Government Act 1999*, Council orders that the following document(s) (or part) shall be kept confidential, being document(s) (or part) relating to a matter dealt with by the Council on a confidential basis under Sections 90(2) and 90(3)(h) and (i) of the Act:
  - The report and related attachments of 26 March 2024, Item No. 19.2, Trans Tasman Energy Group, 97/24 unless previously released, remain confidential until further order and that this order be reviewed every twelve (12) months.

On the grounds that the document(s) (or part) relates to:

- Legal advice
  - Information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;
2. Pursuant to section 91(9)(c) of the *Local Government Act 1999*, Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.

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1. **BACKGROUND**

An Extract of the Confidential Items Register is contained on Council’s website and is reviewed on a quarterly basis. Items that have progressed to the specified point and are no longer of a confidential nature are released in accordance with the respective council



resolution. Items that remain in confidence are displayed on the Register. The CEO also considers his discretion to release confidential items where appropriate.

For administrative and Council efficiencies, items may be included in reviews even though they may not be due for such. Processing items in this way eliminates the need for additional reports to Council whilst maintaining the confidential status of items.

## 2. ANALYSIS

### ➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

*Strategic Plan 2024 – Your place, your space*

Goal Organisation

Objective 02 Operate with integrity using best practice governance processes.

Priority O2.2. Support decision making through the use of timely data-driven analysis and reporting.

The review of Council's *Confidential Items Register* is an important element of Council's commitment to open and transparent decision making which facilitates public accountability.

### ➤ Legal Implications

Section 91(7) of the *Local Government Act 1999* sets out the provisions regarding the making of orders to retain documents and discussions considered at Council and Council Committees in confidence.

Section 91(9) requires that these orders must specify the duration of the order or the circumstances in which the order will cease to apply or must be reviewed. Any order that operates for a period exceeding 12 months must be reviewed at least once in every year. To enable management of any order made under Section (90) a Confidential Orders Register is maintained.

### ➤ Risk Management Implications

Reviewing confidentiality orders assists with mitigating the risks of:

*Confidential information is released which prejudices Council's and/or third parties' interests.*

Inherent Risk	Residual Risk	Desired Risk
Extreme (3A)	Low (3E)	Low (3E)

*Information scheduled for release under a confidentiality order is not duly released resulting in a breach of legislation and depriving the community of public information.*

Inherent Risk	Residual Risk	Desired Risk
Extreme (3A)	Low (3E)	Low (3E)

Note: there are a number of other controls that assist with managing these risks.

➤ **Financial and Resource Implications**

Not applicable.

➤ **Customer Service and Community/Cultural Implications**

There is a high expectation that Council has appropriate corporate governance processes in place including effective management and regular review of the Confidential Items Register.

➤ **Sustainability Implications**

Not applicable.

➤ **Engagement/Consultation conducted in the development of the report**

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not applicable
<i>Council Workshops:</i>	Not applicable
<i>Advisory Groups:</i>	Not applicable
<i>External Agencies:</i>	Not applicable
<i>Community:</i>	Not applicable

➤ **Additional Analysis**

The Register of Confidential Items has been reviewed and there are seven (7) items that requires the consideration of a new confidentiality order at this time. An extract of the register is attached (**Appendix 1**) which provides a summary of all existing confidential orders and the orders that require a new confidentiality provision, as follows:

**Resolution 52/24 – Recovery of Unpaid Rates**

The current period of confidentiality for this item concludes 27 February 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

(i) information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

and that the item is reviewed within twelve (12) months.

**Resolution 74/24 – CEO PRP Minutes 12 March 2024**

The current period of confidentiality for this item concludes 12 March 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

(a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

and that the item is reviewed within twelve (12) months.

**Resolution 87/22 – Property Lobethal Road – Lenswood**

The current period of confidentiality for this item concludes 14 March 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

- (a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

and that the item is reviewed within twelve (12) months.

**Resolution 105/21 – Multi-Year Road Rally Proposal**

The current period of confidentiality for this item concludes 14 March 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

- (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which—
- (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
- (ii) would, on balance, be contrary to the public interest;

and that the item is reviewed within twelve (12) months.

**Resolution 85/14 – AHRWMA**

The current period of confidentiality for this item concludes 14 March 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

- (b) information the disclosure of which— (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and (ii) would, on balance, be contrary to the public interest;
- (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which— (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and (ii) would, on balance, be contrary to the public interest;
- (i) information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

and that the item is reviewed within twelve (12) months.

**Resolution 100/24 – Special CEO PRP Minutes of Meeting – 21 March 2024**

The current period of confidentiality for this item concludes 26 March 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

- (a) information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

and that the item is reviewed within twelve (12) months.

**Resolution 97/24 – Trans Tasman Energy Group**

The current period of confidentiality for this item concludes 26 March 2025.

It is recommended that a new confidentiality order be applied and that the item remain confidential until further order and on the grounds that the item is relating to:

- (h) legal advice;
- (i) information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

and that the item is reviewed within twelve (12) months.

**3. OPTIONS**

Council has the following options:

- I. To extend the period of confidentiality as per the recommendations.
- II. Determine an alternative period of confidentiality.
- III. Allow the confidentiality order to expire thus releasing the information.

**NB: If the meeting wishes to discuss the status of any item in a manner that will result in the disclosure of information currently under an s91(7) confidentiality order, it should first consider making a s90 order to move into confidence.**

**4. APPENDICES**

- (1) Extract of Confidential Items Register – February 2025
- (2) Extract of Released Items Register – February 2025

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# **Appendix 1**

*Extract of Confidential Items Register – February 2025*

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Register No	Date of Meeting	Council/Committee	Agenda No	Resolution Number	Report Title	LC Act 188 Provision	Release date (no longer than 12 months)	Original Restriction on period of Confidentiality	Revised Period of Confidentiality	Next Review Date (12 months less than release date)	Still in Confidence
481	28/01/2025	Council	19.6	41/25	19.6 CEO PFP Recommendations to Council - CEO Key Performance Indicators	903(a)	28/01/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Nil Other (presentation, documents, or similar): Until Further Order		28/09/2025	Yes
480	28/01/2025	Council	19.5	37/25 and 38/25	CEO PFP Recommendations - 2024 CEO Remuneration Review Process	903(a)	28/01/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		28/09/2025	Yes
479	28/01/2025	Council	19.4	34/25	Review into late reports	903(a)	28/01/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Nil Other (presentation, documents, or similar): Nil		28/09/2025	Yes
478	28/01/2025	Council	19.3	31/25	Review into the accuracy of reports	903(a)	28/01/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Nil Other (presentation, documents, or similar): Nil		28/09/2025	Yes
477	28/01/2025	Council	19.2	28/25	Motion on Notice - Behavioural Matter - Dr Nathan Daniel	903(a)	28/01/2025	Report: Until the council is authorised to make the matter public with council to review every 12 months. Related Attachments: Until the council is authorised to make the matter public with council to review every 12 months. Minutes: Until the council is authorised to make the matter public with council to review every 12 months. Other (presentation, documents, or similar): Until the council is authorised to make the matter public with council to review every 12 months.		28/09/2025	Yes
476	28/01/2025	Council	19.1	25/25	S184. Recovery of Unpaid Rates	903(b)	28/01/2025	Report: Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months. Related Attachments: Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months. Minutes: Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months. Other: Until either the negotiations for sale are completed or a settlement reached or until legal proceedings have concluded, but no longer than 12 months.		28/09/2025	Yes
76	3/12/2024	Boundary Change Committee	14.1.2	BC22724	Inquiry into the Campbelltown City Council Boundary Change Proposal - Duration of Confidentiality	902(a) and 903(b) and 903(i)	12/12/2025	Report: 1. Appendix 1 (the information request); until further order 2. Appendix 2 (the submission); until released publicly		12/09/2025	Yes
475	26/11/2024	Council	19.4	438/24	Deputy Mayor Seeking Legal Advice	903(a)	26/11/2025	Report: Until further order Related Attachments: Until further order Minutes: Nil Other: Nil		26/09/2025	Yes
474	26/11/2024	Council	19.3	435/24	Provision of Unsealed Road Materials	903(b)	26/11/2025	Report: Until Contracts are signed, but not longer than 12 months Related Attachments: Until Contracts are signed, but not longer than 12 months Minutes: Until Contracts are signed, but not longer than 12 months Other: Until Contracts are signed, but not longer than 12 months		26/09/2025	Yes
473	26/11/2024	Council	19.2	433/24	Any Gillett Blakeway Tender Approval	903(b)	26/11/2025	Report: until the contracts are signed. Related Attachments: until the contracts are signed. Minutes: until the contracts are signed. Other: until the contracts are signed.		26/09/2025	Yes
472	26/11/2024	Council	19.1	428/24	Behavioural Standards Complaint	903(a) and (b)	26/11/2025	Report: Nil for the remainder of the resolution Other (presentation, documents, or similar): Nil for the remainder of the resolution		26/09/2025	Yes
468	12/11/2024	Council	19.1	403/24	Community Renewables Program	903(a) and (b)	30/06/2025	Report: Reviewed at end of Financial Year 2024/25 Related Attachments: Reviewed at end of Financial Year 2024/25 Minutes: Nil Other (presentation, documents, or similar): Reviewed at end of Financial Year 2024/25		31/03/2025	Yes
471	12/11/2024	Council	19.4	412/24	Work Health and Safety Update	903(a) and (b)	12/11/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		12/08/2025	Yes
470	12/11/2024	Council	19.3	408/24	Proposed CEO Leave Policy	903(a)	12/11/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		12/08/2025	Yes
469	12/11/2024	Council	19.2	407/24	Grant Opportunity	90(a) (b)	12/11/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		12/08/2025	Yes
466	24/09/2024	Council	19.1	356/24	CEO Performance Review Panel Recommendations to Council - CEO Review Process	903(a)	24/09/2025	Report: 31 December 2025, must be reviewed by Council prior to release. Related Attachments: 31 December 2025, must be reviewed by Council prior to release. Minutes: 31 December 2025, must be reviewed by Council prior to release. Other (presentation, documents, or similar): 31 December 2025, must be reviewed by Council prior to release.		24/06/2025	Yes
467	24/09/2024	Council	19.2	359/24	HR Consultant Update	1 903(a) and (b)	30/12/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		30/09/2025	Yes
465	28/08/2024	Boundary Change Committee	12.3	BC22724	Strategic Communication & Engagement Plan Update	903(b) (i)	28/08/2025	Report: Until further order Related Attachments: Until further order Minutes: Until further order Other (presentation, documents, or similar): Until further order		28/05/2025	Yes
464	28/08/2024	Boundary Change Committee	12.2.1	BC21924	Boundary Change Advocacy Strategy	903(b) (i)	28/08/2025	Report: Until further order Related Attachments: Until further order Minutes: Until further order Other (presentation, documents, or similar): Until further order		28/05/2025	Yes
463	28/08/2024	Boundary Change Committee	12.1	BC21824	Boundary Change Proposal Project and Governance Arrangements	903(b) (i)	28/08/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		28/05/2025	Yes
462	27/08/2024	Ordinary Council	19.3	31624 and 31724	Work Health and Safety Matters	Section 903(a) and (b)	27/08/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes with the exception of Decision One: part 1 to 5, part 8 Decision Two: Until Further Order That the exception not be released until the Mayor is advised		27/05/2025	Yes
461	27/08/2024	Ordinary Council	19.2	308/24	Mayor's Use of the Mayor Seeking Legal Advice Policy - Confidential	Section 903(a) and (b)	27/08/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until the Mayor is informed Other (presentation, documents, or similar): Until further order		27/05/2025	Yes
459	27/08/2024	Ordinary Council	19	303/24	Question without Notice	Section 903(a) and (b)	27/08/2025	Report: Until further order Related Attachments: Until further order Minutes: Until further order Other (presentation, documents, or similar): Until further order		27/05/2025	Yes
458	19/08/2024	Audit Committee	11.1	AC2924	Financial Management Council Report	903(a) and (b)	19/08/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		19/05/2025	Yes
456	13/08/2024	Ordinary Council Meeting	19.1	286/24	Financial Management	903(a) and 903(b)	13/08/2025	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order		13/05/2025	Yes

457	15/08/2024	CEO Performance Review Panel	18.1	PRP20/24	CEO Performance Review Process Recommendations	905(4)	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other: Until Further Order	15/08/2025	15/08/2025	Yes
455	23/07/2024	Ordinary Council	19.1	273/24	Land Management Agreement - Rural on Private Land - Confidential Item	90(3)(a)	Report: Until further order Related Attachments: Until further order Minutes: Until further order Other (presentation, documents, or similar): Until further order	23/07/2025	23/04/2025	Yes
454	1/07/2024	Special Council Meeting	8.1	241/24	Correspondence from PC Infrastructure	490(2) and 490(3)(i) and 490(3)(j)	Report: Until Further Order Related Attachments: Until Further Order Minutes: Until Further Order Other (presentation, documents, or similar): Until Further Order	1/07/2025	1/04/2025	Yes
443	25/06/2024	Ordinary Council	19.1	236/24	Electricity Procurement - Legal Matter	498(2)(b) and (i)	Report: Until further order Related Attachments: Until further order Minutes: Until further order	25/06/2025	31/07/2024	Yes
452	25/06/2024	Ordinary Council	12.6	227/24	Confidential Item Review	90(3)(i)	Report: Until further order Related Attachments: Not Applicable Minutes: Until further order Other (discussion and considerations of the subject matter): Until further order	25/06/2025	31/07/2024	Yes
451	11/06/2024	Ordinary Council	19.3	213/24	Mayor seeking legal advice update	90(3)(a) and (b)	Report: For 12 months unless Council determines otherwise Related Attachments: For 12 months unless Council determines otherwise Minutes: For 12 months unless Council determines otherwise Other: For 12 months unless Council determines otherwise	11/06/2025	11/03/2025	Yes
450	11/06/2024	Ordinary Council	19.2	210/24	CEO Review Process	90(3)(a)	Report: 11 June 2028 Related Attachments: 11 June 2028 Minutes: 11 June 2028 Other: 11 June 2028	11/06/2025	11/03/2025	Yes
449	11/06/2024	Ordinary Council	19.1	207/24	Event Opportunity Santos Tour Down Under 2025	91(7)(b)	Report: Until Council receives written confirmation from the South Australian Tourism Commission that the event information is no longer confidential, but not longer than 30 June 2025. Related Attachments: Not Applicable Minutes: Until Council receives written confirmation from the South Australian Tourism Commission that the event information is no longer confidential, but not longer than 30 June 2025. Other: Until Council receives written confirmation from the South Australian Tourism Commission that the event information is no longer confidential, but not longer than 30 June 2025.	30/06/2025	31/03/2025	Yes
448	14/05/2024	Ordinary Council	19.2	165/24	19.Strategic, Communication and Engagement Plan, Woodlands, Terringa and Rochester	490(2), 490(3)(b), 490(3)(c)	Report: 22 April 2028 Related Attachments: 22 April 2028 Minutes: 22 April 2028 Other (presentation, documents, or similar): 22 April 2028	22/04/2025	22/01/2025	Yes
447	14/05/2024	Ordinary Council	19.1	160/24	19.Forensic Analysis of Boundary Change Submission - Exclusion of the Public	90(2), 90(3)(a), 90(3)(b)	Report: 22 April 2028 Related Attachments: 22 April 2028 Minutes: 22 April 2028 Other (presentation, documents, or similar): 22 April 2028	22/04/2025	22/01/2025	Yes
429	9/04/2024	Ordinary Council	19.1	113/24	CEO PRP Special Meeting - Minutes of meeting 28 March 2024	90(2) and 90(3)(a)	9/04/2025 Council resolved confidence for 12 months until 9/4/2025. Report: until the appointment has been confirmed Related Attachments - until the appointment has been confirmed Minutes - until the appointment has been confirmed	9/04/2025	9/01/2025	Yes
443	9/04/2024	Ordinary Council	19.5	123/24	Appointment of the Gooler River Floodplain Management Authority Chairperson	90(3)(a)	Report: - until the appointment has been confirmed Other (presentation, documents or similar): N/A	9/05/2025	7/02/2025	Yes
444	9/04/2024	Ordinary Council	19.4	119/24	CEO Development Plan	90(3)(a)	Report: 4 April 2027 Related Attachments: 4 April 2027 Minutes: 4 April 2027 Other (presentations, documents or similar): 4 April 2027	9/05/2025	7/02/2025	Yes
445	9/04/2024	Ordinary Council	19.3	117/24	CEO Performance Review Process 2024/25	90(3)(a)	Report: - 28 March 2027 Related Attachments - 28 March 2027 Minutes - 28 March 2027	9/05/2025	7/02/2025	Yes
430	29/03/2024	Ordinary Council	19.3	100/24	Special CEO PRP Committee Minutes of Meeting, 21 March 2024	90(2) and 90(3)(a)	9/05/2025 Council resolved confidence for 12 months. Report: until the appointment has been confirmed Related Attachments - until the appointment has been confirmed Minutes - until the appointment has been confirmed	28/03/2025	20/01/2024	Yes
431	28/03/2024	Ordinary Council	19.2	97/24	Trans Tasman Energy Group	90(2) and 90(3)(a) and 90(3)(b)	28/03/2025 Council resolved 28 March 2025 or until legal release date	28/03/2025	20/12/2024	Yes
432	28/03/2024	Ordinary Council	19.1	96/24	Ashlin Lawrie	90(2) and 90(3)(a) and 90(3)(b)	28/03/2027 Council resolved duration of confidentiality to 28 March 2027	28/03/2027	27/01/2027	Yes
434	13/03/2024	Ordinary Council	20.1	74/24	CEO PRP Minutes of Meeting	90(2) and 90(3)(a)	13/03/2025 Council resolved to review the confidential order in 12 months. Council resolved until other negotiations for sale are completed or a settlement reached or until legal proceedings have concluded but no longer than 12 months	13/03/2025	13/01/2025	Yes
441	27/02/2024	Ordinary Council	19.1	52/24	Recovery of Unpaid Rates	90(2) and 90(3)(b)	27/02/2025	27/11/2024	Yes	
9999	19/12/2023	Ordinary	19.4	345/23	CEO Performance Review Process	590(2), 590(3)(a)	Report - until further order Related Attachments - Until Further Order Minutes - CEO to be advised of the conclusion of the meeting and the minutes to be publicly released after the Mayor has advised staff, no later than COB 22 December 2023	19/12/2025	12/08/2025	Yes
8999	19/12/2023	Ordinary	19.3.1	343/23	CEO Performance Review Panel Minutes of Meeting - 12 December 2023	590(2), 590(3)(a)	Report - until further order and reviewed every twelve months Related Attachments - Until further order and reviewed every twelve months Minutes - Until further order and reviewed every twelve months Other - Until further order and reviewed every twelve months	19/12/2025	19/12/2025	Yes
399	13/12/2023	CEO PRP	9.2 and 9.3	PRP26/23 and PRP27/23	CEO Probation Review Process and MMON	90(2) and 90(3)(a) and h	Report: Ongoing, Reviewed every 12 months Related Attachments: Ongoing, Reviewed every 12 months Minutes: Ongoing, Reviewed every 12 months Other (presentation, documents, or similar): Ongoing, Reviewed every 12 months	12/11/2025	12/08/2025	Yes
427	6/11/2023	Special Council Meeting	8.1	277/23	CEO Performance Review Process	590(2) and Section 90(3)(a) and (b) of the Local Government Act 1999	Report: Until further order Related Attachments: Until further order Minutes: Until further order Other (including legal advice from Norman Watershouse Lawyers relating to this matter): Until further order	31/05/2025	26/02/2025	Yes
426	19/10/2023	231010 Ordinary Council Meeting - 10 October 2023	18.1	263/23	Electricity Procurement - Legal Matter	90(2) and 90(3)(b)	19/10/2025 Duration of Confidentiality 26 October 2024 or until legal release date	19/10/2025	16/08/2025	Yes
422	26/07/2023	Council	18.1	207/23	Country Cabinet August 2023 Key Strategic Issues	90(3)(b)	Report: 18/03 the announcement has been made, but not longer than 30 June 2024 Related Attachments - Until the announcement has been made, but not longer than 30 June 2024 Minutes - Until the announcement has been made, but not longer than 30 June 2024	30/06/2025	30/01/2025	Yes
421	27/06/2023	Council	18.1	183/23	Appointment of GRPM Chairperson	90(3)(a)	Report: until the appointment has been confirmed, but not longer than 30 September 2023 Related Attachments until the appointment has been confirmed, but not longer than 30 September 2023 Minutes until the appointment has been confirmed, but not longer than 30 September 2023 Other (presentation, documents, or similar): N/A	27/06/2025	27/04/2025	Yes
413	14/02/2023	Council	9.1	23/23 and 28/24	9.1South Australian Tourism Commission re Santos Tour Down Under	90(3)(b)	Report: No Related Attachments: Nil Minutes: Nil Other (presentation, documents, or similar): 12 months - 14 Feb 2024	13/02/2024	9/12/2025	Yes
408	20/12/2022	Council	18.1	303/22	18.1 Strategic Government Land Notification	90(3)(a)	Report: Until the land has been placed on the open market by the State Government or until the State Government authorises release of the information, whichever event occurs first. Related Attachments: Until the land has been placed on the open market by the State Government or until the State Government authorises release of the information, whichever event occurs first. Minutes: 19/02/22 12 Nov 2024 Other: Until the land has been placed on the open market by the State Government or until the State Government authorises release of the information, whichever event occurs first.	12/11/2025	12/08/2025	Yes





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## **Appendix 2**

*Extract of Released Items Register – February 2025*

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## Released items - As at February 2025

Meeting Date:	Meeting Type	Agenda Item Number:	Agenda Subject:	Confidentiality Order:	Release Date:	Released Reason:	Released Parts:
12th December 2022	Audit	10.1	External Audit Tender	90 (3)(d)	31st December 2024	Duration of Confidentiality ceased	All
20th December 2022	Council	18.3	Appointment of External Auditor	90 (3)(d)	31st December 2024	Duration of Confidentiality ceased	All

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# **Administration Reports Information Items**

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**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 11 FEBRUARY 2025  
AGENDA BUSINESS ITEM**

**Item:** 13.1

**Responsible Officer:** Bruce Smith  
Manager Financial Services  
Corporate Services

**Subject:** Annual Investment Performance 2023-2024

**For:** Information

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**SUMMARY**

In accordance with Council's Treasury Policy and Section 140 of the *Local Government Act 1999*, Council must review the performance of its investments at least annually.

**RECOMMENDATION**

**Council resolves:**

1. That the Annual Investment Performance 2023-2024 report be received and noted.
- 

**1. BACKGROUND**

In accordance with Council's Treasury Policy and Section 140 of the *Local Government Act 1999*, Council must review the performance of its investments at least annually. Given the timing of this report covering financial performance, it is considered that it is appropriate to also consider annual investment performance at this time.

**2. ANALYSIS**

➤ **Strategic Management Plan/Functional Strategy/Council Policy Alignment**

*Strategic Plan 2024 – Your Place, Your Space*

Goal 4	Organisation
Objective 02	Operate with integrity using best practice governance processes.
Priority 02.1	Demonstrate accountable and transparent decision making.
Objective 05	Evolve Council's functions and services to meet the current and future needs and aspirations of our community.
Priority 05.2	Demonstrate financial sustainability through long term financial planning and annual budget setting which aligns with adopted targets.

The Council is committed to open, participative and transparent decision making and administrative processes. The Council diligently adheres to legislative requirements to ensure public accountability and exceed those requirements where possible.

Legislation requires Council to review and monitor Council’s Annual Budget with reference to actual results and its overall financial position to ensure Council continues to be financially sustainable.

➤ **Legal Implications**

Section 140 of the *Local Government Act 1999* - Review of Investments requires Council to at least once in each year, review the performance of its investments.

➤ **Risk Management Implications**

Monitoring and reporting on Council’s investment performance will assist in mitigating the risk of:

*Inaccurate budgets and unforecasted deficits leading to inadequate resourcing for current and future activities.*

Inherent Risk	Residual Risk	Target Risk
Medium (4D)	Low (2E)	Low (2E)

It ensures that financial resources are deployed in areas that align with Council’s Strategic Management Plans, are affordable and support Council’s Long Term Financial Plan.

➤ **Financial and Resource Implications**

Not applicable.

➤ **Customer Service and Community/Cultural Implications**

There is a high expectation that Council has appropriate financial governance processes in place including the review of actual results to budget for a corresponding period.

➤ **Sustainability Implications**

Not applicable.

➤ **Engagement/Consultation conducted in the development of the report**

Consultation on the development of this report was as follows:

*Council Committees:* Not applicable.  
*Council Workshops:* Not applicable.  
*Advisory Groups:* Not applicable.  
*External Agencies:* Not applicable.  
*Community:* Not applicable.

➤ **Additional Analysis**

**Annual Investment Performance**

In accordance with Council’s Treasury Policy and Section 140 of the *Local Government Act 1999*, a Council must review the performance of its investments at least annually.

Given that Council is utilising its short term drawdown facility throughout the period, Council’s investments are kept at a minimum during the year. As such the focus of Treasury Management has been on minimising interest expense and maintaining appropriate working capital rather than investment return.

As a result, interest earnings largely relate to:

- Cash balances being transferred to an overnight investment account from Council’s general bank account with NAB; and
- Where grants and other funds are placed directly with the Local Government Finance Authority (LGFA).

Both the NAB and LGFA investments are in accordance with Council’s *Treasury Policy*.

Year	RBA cash rate for June	LGFA Weighted Average Return	NAB Weighted Average Return	Overall Weighted Average Return	Actuals Investment Earnings	Annual Budget
2018-19	1.25%	1.48%	1.98%	1.73%	\$41k	\$38k
2019-20	0.25%	0.67%	1.17%	0.92%	\$42k	\$42k
2020-21	0.10%	0.35%	0.65%	0.50%	\$8k	\$9k
2021-22	0.85%	0.37%	0.67%	0.52%	\$5k	\$5k
2022-23	4.10%	3.12%	3.27%	3.27%	\$26k	\$22k
2023-24	4.35%	4.47%	4.77%	4.62%	\$35k	\$25k

As shown in the above table, revenue from investments of \$35k was stronger but broadly in line with the budget for the 2023-24 financial year.

**Borrowings**

The fixed and variable interest rate borrowings as at 30 June 2024 totalled \$7.2m and \$15.1m respectively resulting in the fixed and variable rate portions of total borrowings at 32% and 68% respectively. The fixed rate borrowings consist of a \$5m loan borrowed for ten years (maturing in June 2025) and a \$3m credit foncier loan borrowed for 5 years (established in August 2022). The credit foncier loan was drawn to \$2.2m at 30 June 2024.

Council has complied with the requirements of the Treasury Policy during the 2023-24 financial year.

**3. OPTIONS**

Council has the following options:

- I. To note the Annual Investment Performance report for FY2023/24 (Recommended).
- II. To determine not to note the report (Not recommended).

**4. APPENDICES**

Nil