



***HEPBURN SHIRE COUNCIL
ORDINARY MEETING OF COUNCIL
MINUTES***

TUESDAY 18 JUNE 2013

**DAYLESFORD SENIOR CITIZENS ROOM
VINCENT STREET
DAYLESFORD
6:00PM**

This Document is printed on 100% Australian recycled paper

**Hepburn Shire Council
Ordinary Meeting of
Council**



MINUTES

TUESDAY 18 JUNE 2013

Daylesford Senior Citizens Room

Vincent Street, Daylesford

Commencing 6:00PM

CONTENTS PAGE

1.	ACKNOWLEDGEMENT OF TRADITIONAL OWNERS	6
2.	OPENING OF MEETING	6
3.	APOLOGIES	7
4.	DECLARATIONS OF CONFLICTS OF INTEREST	7
5.	CONFIRMATION OF MINUTES.....	7
6.	NOTICES OF MOTION	8
7.	ITEMS OF URGENT BUSINESS	8
8.	PRESENTATION OF COUNCILLOR REPORTS.....	9
9.	PUBLIC PARTICIPATION TIME	15
9.1.	PETITIONS	15
9.2.	QUESTIONS	15
9.3.	REQUESTS TO ADDRESS COUNCIL.....	16
10.	OFFICERS' REPORTS	18
10.1.	COUNCIL PLAN 2013-2017	18
	ATTACHMENT 1 - COUNCIL PLAN 2013-2017 (ISSUED UNDER SEPARATE COVER).....	22
10.2.	BUDGET 2013-2014	23
	ATTACHMENT 2 - BUDGET 2013-2014 (ISSUED UNDER SEPARATE COVER).....	40
10.3.	10 YEAR FINANCIAL PLAN 2013-2024, INCORPORATING THE STRATEGIC RESOURCE PLAN 2013-2017	41

Hepburn Shire Council Ordinary Meeting of Council



	ATTACHMENT 3 - 10 YEAR FINANCIAL PLAN 2013-2024, INCORPORATING THE STRATEGIC RESOURCE PLAN 2013-2017 (ISSUED UNDER SEPARATE COVER)	46
10.4.	MONTHLY FINANCIAL REPORT – AS AT 31 MAY 2013.....	47
	ATTACHMENT 4 - FINANCIAL REPORT FOR PERIOD ENDING 31 MAY 2013	50
	ATTACHMENT 5 - 2013-2013 CAPITAL WORKS & PROJECTS PROGRAM	56
10.5.	DRAFT CENTRAL HIGHLANDS REGIONAL GROWTH PLAN	64
	ATTACHMENT 6 - DRAFT CENTRAL HIGHLANDS REGIONAL GROWTH PLAN (ISSUED UNDER SEPARATE COVER).....	70
10.6.	REVIEW OF THE DELEGATION FOR CLUNES MUNICIPAL PURPOSES RESERVE SPECIAL COMMITTEE	71
10.7.	REVIEW OF DELEGATION FOR CLUNES MUSEUM SPECIAL COMMITTEE, GOVERNANCE STRUCTURE FOR THE CLUNES COMMUNITY AND INTERPRETIVE CENTRE, AND PROPOSED LICENCE FOR THE CLUNES MUSEUM	74
	ATTACHMENT 7 - PROPOSED OPERATING AND GOVERNANCE STRUCTURE - CLUNES COMMUNITY AND INTERPRETIVE CENTRE	80
	ATTACHMENT 8 - DRAFT LICENCE - CLUNES MUSEUM IN THE CLUNES COMMUNITY AND INTERPRETIVE CENTRE	82
10.8.	CLUNES COMMUNITY AND INTERPRETIVE CENTRE FEES AND CHARGES	94
	ATTACHMENT 9 - CLUNES COMMUNITY AND INTERPRETIVE CENTRE PROPOSED FEES AND CHARGES	99
	ATTACHMENT 10 - CLUNES COMMUNITY AND INTERPRETIVE CENTRE PROPOSED CONDITIONS OF USE	102
	ATTACHMENT 11 - CLUNES TOWN HALL – PROPOSED FEES AND CHARGES	106
10.9.	SALE OF 53 FRASER STREET, CLUNES (CLUNES LIBRARY) ...	108
10.10.	CLUNES COMMUNITY AND INTERPRETIVE CENTRE PROGRESS REPORT	112
10.11.	AGREEMENT WITH THE DIRECTOR OF HOUSING FOR THE PROVISION OF AFFORDABLE HOUSING ASSISTANCE	118

Hepburn Shire Council Ordinary Meeting of Council



	ATTACHMENT 12 - AGREEMENT FOR THE PROVISION OF AFFORDABLE HOUSING ASSISTANCE IN THE MUNICIPALITY OF HEPBURN	122
10.12.	REBUILDING THE LAKE DAYLESFORD BOATHOUSE CAFE	139
	ATTACHMENT 13 - PROPOSED PLANS FOR REBUILDING LAKE DAYLESFORD BOATHOUSE CAFE	143
10.13.	REVIEW OF B-DOUBLE PERMITS - STANBRIDGE STREET, DAYLESFORD	146
10.14.	MUNICIPAL EMERGENCY MANAGEMENT PLANNING:	153
	COMMUNITY EMERGENCY RISK ASSESSMENT AND HEPBURN SHIRE FLOOD EMERGENCY PLAN	153
	ATTACHMENT 14 - HEPBURN SHIRE FLOOD EMERGENCY PLAN (ISSUED UNDER SEPARATE COVER)	157
	ATTACHMENT 15 - CERA RISK ASSESSMENT TOOL – RISK SELECTION	158
	ATTACHMENT 16 - CERA RISK ASSESSMENT TOOL – HEAT MAP SHOWING RISKS WHERE IMPROVEMENT CAN BE ACHIEVED	162
10.15.	CRESWICK AND DISTRICT MOTORCYCLE CLUB INC - LICENCE RENEWAL	164
	ATTACHMENT 17 - LICENCE - ALLENDALE RECREATION RESERVE - CRESWICK AND DISTRICT MOTORCYCLE CLUB INC - 1 JANUARY 2013 - 31 DECEMBER 2015	167
	ATTACHMENT 18 - RISK MANAGEMENT PLAN 2013 – CRESWICK AND DISTRICT MOTORCYCLE CLUB	176
10.16.	RECORD OF ASSEMBLIES OF COUNCILLORS – MAY 2013	182
	ATTACHMENT 19 - RECORDS OF ASSEMBLIES OF COUNCILLORS – MAY 2013 (ISSUED UNDER SEPARATE COVER)	185
11.	COUNCIL SPECIAL COMMITTEES (SECTION 86)	186
11.1.	MINUTES OF SPECIAL COMMITTEES (SECTION 86)	186
12.	COUNCIL ADVISORY COMMITTEES	188
12.1.	MINUTES OF ADVISORY COMMITTEES	188

***Hepburn Shire Council
Ordinary Meeting of
Council***



13.	CONFIDENTIAL ITEMS	190
13.1.	CLOSURE OF MEETING TO MEMBERS OF THE PUBLIC.....	190
13.2.	CONFIDENTIAL - BELGRAVIA HEALTH & LEISURE GROUP PTY LTD - RENEWAL OF LEASE FOR THE PAVILION AND KIOSK AT HEPBURN MINERAL SPRINGS RESERVE	
14.	RE-OPENING OF MEETING TO PUBLIC	191
15.	CLOSE OF MEETING	191

AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
18 JUNE 2013

1. ACKNOWLEDGEMENT OF TRADITIONAL OWNERS

We would like to acknowledge we are meeting on Jaara people country, of which members and elders of the Dja Dja Wurrung community and their forebears have been custodians for many centuries.

On this land, the Jaara people have performed age old ceremonies of celebration, initiation and renewal.

We acknowledge their living culture and their unique role in the life of this region.

2. OPENING OF MEETING

PRESENT: Mayor Councillor Bill McClenaghan, Deputy Mayor Councillor Don Henderson, Birch Ward Councillor Pierre Niclas, Birch Ward Councillor Kate Redwood AM, Cameron Ward Councillor Neil Newitt, Creswick Ward Councillor Greg May.

IN ATTENDANCE: Chief Executive Officer Aaron van Egmond, General Manager Corporate Services Evan King, General Manager Community Services Kathleen Brannigan, General Manager Infrastructure Bruce Lucas, Manager Finance Anthea Blackford, Manager Risk and Property Grant Schuster.

STATEMENT OF COMMITMENT

“WE THE COUNCILLORS OF HEPBURN SHIRE
DECLARE THAT WE WILL UNDERTAKE ON EVERY OCCASION
TO CARRY OUT OUR DUTIES IN THE BEST INTERESTS
OF THE COMMUNITY
AND THAT OUR CONDUCT SHALL MAINTAIN THE STANDARDS
OF THE CODE OF GOOD GOVERNANCE
SO THAT WE MAY FAITHFULLY REPRESENT
AND UPHOLD THE TRUST PLACED IN THIS COUNCIL BY THE
PEOPLE OF HEPBURN SHIRE.”

3. APOLOGIES

Councillor Sebastian Klein

4. DECLARATIONS OF CONFLICTS OF INTEREST

Councillor Bill McClenaghan declared an indirect Conflict of Interest in Question 1 for Public Participation Time – Extraction of Water from Wheelers Hill Road, Musk – under section 78B Conflicting Duties of the *Local Government Act 1989*. Councillor McClenaghan left the meeting at 6:21 pm and returned to the meeting at 6.25 pm. Councillor McClenaghan was absent while this matter was considered.

Councillor Kate Redwood declared an indirect Conflict of Interest in Agenda Item 10.13 Review of B-Double Permits in Stanbridge Street, Daylesford – under section 78E Impact on Residential Amenity of the *Local Government Act 1989*. Councillor Redwood left the meeting at 7:46 pm and returned to the meeting at 7:52 pm. Councillor Redwood was absent while this matter was considered.

5. CONFIRMATION OF MINUTES

RECOMMENDATION

- 5.1 That the Minutes of the Ordinary Meeting of Council held on 21 May 2013 and the Minutes of the Special Meeting of Council held on 27 May 2013 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the *Local Government Act 1989*.

MOTION

- 5.1. *That the Minutes of the Ordinary Meeting of Council held on 21 May 2013 and the Minutes of the Special Meeting of Council held on 27 May 2013 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the Local Government Act 1989.*

Moved: Councillor Neil Newitt
Seconded: Councillor Pierre Niclas
Carried.

6. NOTICES OF MOTION

Nil

7. ITEMS OF URGENT BUSINESS

Nil

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Bill McClenaghan, Holcombe Ward

Immediately after the last Council meeting, I met with officers of Goulburn-Murray Water who were investigating certain water bores in the Musk area and their effects on depleting local groundwater levels and reserves in Daylesford's main domestic water supply, namely Wombat Creek Reservoir. Council has raised this issued with Goulburn-Murray Water in the past. The officers were very appreciative of being shown exactly where the springs were in relation to the bores.

On Friday 31st May I conducted the official opening of the 2013 Victorian and National (Australian) Ploughing Championships on the Smith property in Rocklyn and Rev John Furness came out from Ballarat to "bless the ploughs". Having heard a description from me of the settling of the area in 1838 by Captain John Hepburn who pronounced his name with a silent 'p', Rev Furness declared that he had finally come home to "heburn" (heaven) – a play on words. It was a good two day event and Hepburn Shire Council supported the National Ploughing Championships this year. The winners of the Conventional and Reverse Ploughing Competition will soon be going to France to compete in the World Championships later on this year. I was also pleased to attend the award ceremony on the next day at which there was great camaraderie with ploughmen from all over the country. Interestingly enough, the President of the Ploughmen's Association is an automotive electrician and not a farmer.

On Sunday 9th June, I attended the opening of the 'Colin Lelean Room' at the Daylesford Museum. This is a most impressive collection of pharmaceutical artefacts and memorabilia and also medical artefacts and memorabilia from Colin's past in his pharmacy business and the old Daylesford Hospital. The Museum Committee and Curator have done a wonderful job in presenting these artefacts for the community to enjoy.

On Friday 14th June, I attended the Central Highlands Mayors' and CEOs' Forum in Ballarat with our CEO. We discussed many regional issues which are available for you to peruse in the Draft Central Highlands Regional Growth Plan. At that meeting were some visitors from Local Government Victoria who announced that all Councils are going to be scrutinised more heavily than ever by the State Government in terms of reporting their activities. A new performance reporting framework, called "The Framework" is being brought in over the next two financial years and a pilot project is going to be implemented in the next financial year. There is no doubt in our minds that

The Framework will increase the amount of resources every Council will have to spend on reporting to our masters in Spring Street.

It also raises the issue of Constitutional Recognition of Local Government and how we are seeking to be better resourced by Canberra, not so that we can shake off the shackles of the State but so that we can be more fairly funded by the Federal Government and bring some real rate relief to our residents and ratepayers.

Councils are not really a third tier of government as many of us have always believed. They are a subsidiary of the State Government and we exist wholly and solely under the *Local Government Act (1989)*.

On Saturday 15th June I attended a Heritage Recognition Ceremony at Wheelers Bridge at Lawrence, north of Creswick. Wheelers Bridge was of an innovative design built in 1900 by John Monash, who later became known as General Sir John Monash and another engineer, Joshua Anderson. Monash and Anderson built this bridge on the Monier Patent and a number of other bridges have been built on the same patent in Victoria before a new standard of bridge design was introduced.

It is a very significant bridge in Hepburn Shire, but unfortunately because of some unsatisfactory materials placed in the bridge during construction, the bridge has suffered a lot of movement over the years and now requires a lot of expenditure to repair. It has been recognised by Engineers Australia as a most significant heritage bridge and a suitable plaque and interpretive sign have been placed north of this bridge crossing Birches Creek.

COUNCILLOR REPORTS

Councillor Sebastian Klein, Coliban Ward

Apology – no report to present this month.

Councillor Don Henderson, Creswick Ward

I also attended the Victorian and National Ploughing Championships. After the event, in speaking to people who came from all over Australia they said what a wonderful thing it was for Hepburn Shire to be at the forefront, supporting the old trade of ploughing to make sure that the skills are retained.

I attended another function where the Creswick Elderly Citizens acknowledged Council's assistance with the shelter so that they can get off the bus at their front door.

At the weekend, I visited the Dean Recreation Reserve for the Dean Spud Festival family day. It was great to see the Dean community using the recreation reserve and the kids having a great deal of fun. I didn't win the spud throwing competition which was won by Jon Roffe with a throw of 50.4 metres.

At the Dean Spud Festival weigh-in at the Dean Hall and Mechanics Institute, the winner was a monster potato weighing 6 pounds 14 ounces (3.12kg) – a small football. Dean is recognised world-wide as one of the best places to grow spuds.

Councillor Greg May, Creswick Ward

No report to present this month.

Councillor Pierre Niclas, Birch Ward

On 23 May 2013 I attended the Hepburn Mineral Springs Reserve Advisory Committee meeting at the Daylesford Town Hall.

Flood recovery work continues at the Reserve. We were able to review the great work currently being done at the Reserve and I personally look forward to seeing the Reserve reach its peak and be openly declared as one of the key regional gems.

A very important point raised at this meeting was to do with the celebration of the upcoming 150th Anniversary of the reserve in two years time`124. This will certainly be a very important event in this Shire's future events calendar and I hope to have more to report on this major event in future Council meetings.

Councillor Kate Redwood AM, Birch Ward

This has been a relatively less busy month as far as Council commitments go.

A list of formal activities follows.

Issues under informal discussion include:

- Implementation of Streetscape works in Vincent Street

- Public Art Policy for the Shire
- CFA location of new Hepburn shed
- New sporting facilities for Vic Park

It was a proud moment to be included in the Queen's Birthday Federal Honours list. There was considerable media interest and it has been humbling to receive messages from far and wide. I would like to record my thanks to all those who have contacted me. I see this award as part of a positive picture that we the Hepburn Shire Council and the administration are presenting to our community.

Work that I have undertaken on behalf of Council has included the following:

- 21/05/2013 Councillor briefings, Councillor/CEO meeting, Council meeting
- 23/05/2013 International Women's Day (IWD) Women's Honour Roll Advisory Committee dinner
- 27/05/2013 Special Council Meeting to receive budget submissions
- 28/05/2013 Clydesdale tour with residents re roads and bridges
Councillor briefing re budget submissions
- 04/06/2013 Councillor briefings
- 10/06/2013 Federal Award announcements
- 11/06/2013 Councillor briefings
Delegated Planning Committee
- 12/06/2013 Sisters of Creswick
Daylesford Football Netball Club meeting with League - discussion re Vic Park
- 13/06/2013 Meeting re Open Studios events for 2013
Hepburn Wind community fund assessment of applications
- 15/06/2013 Photo with community members re CFA site for Hepburn
- 17/06/2013 ARC Advisory Committee - discussions
Birch Ward meeting

Councillor Neil Newitt, Cameron Ward

This month started on a somewhat sad note with the farewell our Clunes Librarian, Catherine Hill who has now retired.

Catherine has been a fantastic asset to our team and has helped turn the Clunes Library into the very model of what modern libraries now deliver into our communities.

As an example, Catherine saw the opportunity to connect our young people with the broader community. Clunes now benefits from a strong youth group working with many of the community groups. In particular, the local CWA has been instrumental in providing this support to the youth of Clunes and the library.

Around 60 members of the community attended the farewell dinner to thank Catherine and to welcome Pam our new librarian.

Also that day, I attended The Lee Medlyn Home of Bottles monthly meeting and can report back they are progressing well on the arrangements to bring the Clunes Neighbourhood House within the facility.

On 15 June along with the Mayor and Deputy Mayor, I attended the ceremony at Wheelers Bridge marking the unveiling of an interpretive panel noting the historic importance of the bridge. I noted many locals were in attendance as the importance of the bridge and particularly its future is of great interest to this community. It was clearly conveyed on the day that the community wants action on the bridge.

As the bridge is located close to Smeaton, I was also reminded of the community's 175th Anniversary, and the focus this has brought to the future of Smeaton, particularly as the primary school is to close at the end of the year. We will hear more from the Smeaton community around how council may help with these activities.

Lastly, I attended the Clunes Tourist and Development Association meeting last night and can report there was discussion around Council's new Visit Clunes website which went live this week. Similar websites will be rolled out across the Shire.

These websites will be a great asset to Council and the communities; as well as visitors and businesses wanting information on what is available across our Shire. I would suggest as Council we have an opportunity to discuss further the opportunities these new websites can deliver.

RECOMMENDATION

8.1 That Council receives and notes the Mayor's and Councillors' reports.

MOTION

8.1. *That Council receives and notes the Mayor's and Councillors' reports.*

Moved: Councillor Kate Redwood

Seconded: Councillor Don Henderson

Carried.

9. PUBLIC PARTICIPATION TIME

This part of the Ordinary Meeting of Council allows for the tabling of petitions by Councillors and Officers and 30 minutes for the purpose of:

- Responding to questions that have been submitted by members of the community.
- Allowing members of the community to address Council.

Community members are invited to submit written questions to the CEO by 12 noon on the day of the Council meeting. If you wish to address Council you must provide a brief synopsis of your address in writing to the CEO by 12 noon on the day of the Council meeting.

Questions may be taken on notice and responded to later. Likewise, some questions of an operational nature may be responded to through usual administrative procedure. Separate forums and Council processes are provided for deputations or for making submissions to Council.

9.1. PETITIONS

Nil

Councillor Bill McClenaghan left the meeting at 6:21 pm due to an indirect Conflict of Interest and returned to the meeting at 6:25pm.

Deputy Mayor Councillor Don Henderson assumed the Chair.

9.2. QUESTIONS

Question 1: From Eleonore Pierson, Musk

Are you aware that Blackmount tankers are breaking the curfew on Wheelers Hill Road, Musk which was imposed by VCAT? I believe this is a breach of Big Wets planning permit.

Robert Floky observed a tanker at 5:05am at Musk Vale.

Jo James in Barhams Road is woken by them during the night.

On Tuesday 11/06/13 at 12:09am I drove up to observe a tanker filling.

On Saturday 15/06/13 a tanker was leaving the site at 6:31am.

This is showing utter contempt for the curfew times. It is 2 years since this went to VCAT. When on earth is the Council going to get the site owner to meet the obligations about the road??

My ward Cr S Klein on one of the rare times he is actually doing his job said ‘the Council officers are in talks with the owner’. How long does it take for goodness sake? Another winter, a boggy mess, melting tar in summer and you sit on your hands. Some action now please!

Answered by Deputy Mayor Councillor Don Henderson

Council officers are aware that a complaint has been lodged regarding tankers allegedly breaking the curfew at a property on Wheelers Hill Road, Musk. The planning permit has a condition regulating the hours of operation.

Council is responsible for enforcing any planning conditions on any permit that is issued.

Council's investigations unit will investigate this matter and any non-compliance with the planning permit will result in enforcement action.

Council is aware of its obligations to ensure that any permit condition is complied with. Council's Investigations Officer is actively seeking to ensure that any outstanding matters on the permit are addressed as expeditiously as possible

9.3. REQUESTS TO ADDRESS COUNCIL

Request to address Council from Mr Chris Eyles, Shepherds Flat, in relation to Council Plan submissions

I request to be heard in relation to my Council Plan submissions tonight at the Council Meeting. I also requested this back in Feb 2013 in accordance with Section 223 of the *Local Government Act 1989*.

I may need to ask a question or 2 as well.

I need to be heard prior to the adoption of these processes and documents being finalised by HSC (Hepburn Shire Council). I request a time of 3 minutes for Council Plan and 3 minutes for Budget like other people had on 27 May 2013.

Content includes submissions about Procedures, Policies, renewable energy issues and co-generation in electricity, families and community, budget reduction, rates, etc.

Mr Chris Eyles addressed Council in relation to his submissions about the Council Plan and Budget.

10. OFFICERS' REPORTS

10.1. COUNCIL PLAN 2013-2017

CHIEF EXECUTIVE OFFICER

In providing this advice to Council as the General Manager Corporate Services, I Evan King have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider the Council Plan 2013-2017.

BACKGROUND

In accordance with S125 of the *Local Government Act 1989* (the Act), Council is required to prepare and approve a Council Plan within the period of 6 months after a general election or by the next 30 June.

A Council plan must include:

- The strategic objectives of the Council
- Strategies for achieving the objectives
- Strategic indicators for monitoring the achievement of the objectives
- A strategic Resource Plan
- Any other matters which are prescribed by regulations.

Council endorsed for public submission the Proposed Council Plan 2013-2017 at its Ordinary Meeting of Council held on the 16 April 2013. Submissions were open for 28 days in accordance with S223 of the Act. Those submitters that indicated they wished to speak to their submissions were given the opportunity at a Special Meeting of Council held on the 27 May 2013.

Eight submissions were received on the Proposed Council Plan 2013-2017. Submissions covered the following topics:

- Vision and Mission;
- Council & Community Services Hub;
- Key Strategic Activities; and
- Other areas and projects to consider.

Through the submission process and a public meeting to hear submissions on 27 May 2013, Council has now considered all submissions received.

ISSUE / DISCUSSION

The Council Plan has been developed following an extensive engagement process including a series of Community Workshops, an online 'OurSay' forum, a Conference of Big Ideas, Departmental Business Planning, Staff Development Workshops, S223 Submissions and Councillor Development Workshops. The engagement activities included:

- 6 Community Workshops
- 8 Community Listening Posts
- 93 Community Workshop attendees
- 53 Community Workshop ideas
- 264 Big Ideas
- 3,399 Votes
- 688 Comments
- 687 Participants
- 6,719 Unique website hits
- 10 Ideas addressed by Council at the "Conference of Big Ideas"
- 8 S223 Submissions.

All inputs have been considered in the development of the Council Plan.

Council has identified five strategic objectives to create a strong alignment with the needs of the Community and the Organisation Structure.

1. Active and Engaged Communities
2. Quality Community Infrastructure
3. Sustainable Environment and a Vibrant Economy
4. Sustainable Financial Management and Innovative Corporate Systems
5. High Performing Organisation.

A copy of the Council Plan 2013-2017 can be found in Attachment 1.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Section 125 of the *Local Government Act 1989* requires a Council to prepare and approve a Council Plan within 6 months of a general election or by the next 30 June.

FINANCIAL IMPLICATIONS

The financial implications of the Council Plan 2013-2017 have been considered in the Annual Budget 2013-2014 and the 10 Year Financial plan.

RISK IMPLICATIONS

There are no risk implications noted in relation to the adoption of the Council Plan 2013-2017.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

There are no environmental, social or economic implications noted in relation to the adoption of the Council Plan 2013-2017.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As per the Hepburn Shire Community Engagement Framework, level 3 engagement has been undertaken as outlines above.

The Proposed Council Plan 2013-2017 was publicly advertised in the local newspapers seeking submissions from interested parties in accordance with Section 223 of the *Local Government Act 1989*.

The document was available from Friday 19 April 2013 at Council's offices in Daylesford and Creswick, at all Hepburn Library branches and from Council's website www.hepburnshire.com.au.

Any person was able to make a submission to the Council on any proposal contained in the Proposed Council Plan 2013-2017 or submit a new proposal. Submissions received by the Council before 5pm on Monday 20 May 2013 were considered for impact on the Council Plan 2013-2017.

Information was included on Council's page in *The Advocate* during late April and May. Further, a flyer was included in the fourth rates instalment notices sent to ratepayers at the start of May.

CONCLUSION

The Council Plan 2013-2017 has been developed through an extensive consultation process. The Plan is supported by the Annual Budget 2013-2014 and the 10 Year Financial Plan 2013-2024 incorporating the Strategic Resource Plan 2013-2017. The Plan identifies five key strategic objectives that create a strong alignment with the needs of the Community.

OFFICER'S RECOMMENDATION

That Council having complied with the Local Government Act 1989 regarding the method of preparation and content of the Council Plan 2013-2017:

- 10.1.1 Determines that the Council Plan 2013-2017, as presented to this meeting, be adopted.
- 10.1.1 Determines that those persons who have made submissions be responded to thanking them for their comments and advising them of the outcomes.

MOTION

That Council having complied with the Local Government Act 1989 regarding the method of preparation and content of the Council Plan 2013-2017:

- 10.1.1. Determines that the Council Plan 2013-2017, as presented to this meeting, be adopted.*
- 10.1.2. Determines that those persons who have made submissions be responded to thanking them for their comments and advising them of the outcomes.*

Moved: Councillor Pierre Niclas

Seconded: Councillor Neil Newitt

Carried.

**ATTACHMENT 1 - COUNCIL PLAN 2013-2017
(Issued Under Separate Cover)**

10.2. BUDGET 2013-2014

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance, I Anthea Blackford have no interests to disclose in this report.

PURPOSE

The purpose of this report is to present the 2013-2014 Budget for Council's consideration. In accordance with the *Local Government Act 1989*, Council is required to prepare and adopt a budget for the forthcoming financial year. At the Ordinary Meeting of Council on 16 April 2013, the Proposed Budget 2013-2014 was endorsed for public submissions. The 2013-2014 Budget now requires formal adoption.

BACKGROUND

Section 127(1) of the *Local Government Act 1989* requires that Council prepares a budget for each financial year and that it be adopted by 31 August each year (Section 130 (3) of the Act).

The budget papers contain the necessary statutory information required under the *Local Government Act 1989* and *Local Government Regulations 2004*.

ISSUE / DISCUSSION

Budget Summary

The 2013-2014 Budget includes an increase in revenue raised from rates of 4.0%, raising total revenue received from rates to \$14.1 million, including \$160,000 generated from supplementary rates. In addition, \$2.17 million will be raised from the waste management charge and the kerbside collection charges. The cost of waste management across the Shire has decreased from 2012-2013 and this will result in a decrease in the waste charges for some properties.

The budgeted operating result for the 2013-2014 year is a surplus of \$2.89 million, compared to a forecasted result of \$11.63 million in 2012–2013. The 2012-2013 surplus has been significantly inflated by flood reimbursements as a result of the flood events that occurred in 2010 and 2011. It is forecast that Council will receive \$12.7 million in reimbursements in the 2012-2013 financial year.

Cash and investments are expected to increase by \$73,000 to \$4.33 million as at 30 June 2014. As part of the 2013-2014 Budget, Council decided to

allocate \$250,000 to cash, \$73,000 from its 2013-2014 Budget and \$177,000 by cancelling a number of projects from the 2012-2013 Budget.

Differential Rates

Rate Differentials have been set in the Budget in accordance with the Rating Strategy.

The Rate Differentials that will be applied are as follows:

Rate type	How applied	2012-2013	2013-2014	2012-2013 differential	2013-2014 differential
General rate	Cents/\$ CIV	0.4090	0.4254	100%	100%
Farm rate	Cents/\$ CIV	0.2658	0.2765	65%	65%
Commercial rate	Cents/\$ CIV	0.4744	0.4935	116%	116%
Industry rate	Cents/\$ CIV	0.4744	0.4935	116%	116%
Mixed use rate	Cents/\$ CIV	0.4744	0.4935	116%	116%
Vacant land rate – township	Cents/\$ CIV	0.5112	0.5318	125%	125%
Vacant land rate - other	Cents/\$ CIV	0.4090	0.4254	100%	100%
Trust for nature rate	Cents/\$ CIV	0.2045	0.2127	50%	50%
Recreational rate	Cents/\$ CIV	0.2045	0.2127	50%	50%

Charges

The service charges are as follows:

Rate type	How applied	2012-2013	2013-2014
Kerbside collection (Garbage)	\$/ property	\$117	\$130
Kerbside collection (Recycling)	\$/ property	\$93	\$54
Commercial Kerbside Collection (Garbage)	\$/ property	\$262	\$273
Waste management charge	\$/ property	\$131	\$120

The kerbside collection charges and commercial garbage collection charge are a service charge and only those who receive the service pay. Council also has a waste management charge that covers the costs of the transfer stations and any other costs associated with keeping the Shire clean and tidy, including street cleaning and street litter bin collection. Council believes it is equitable that all properties pay for this charge.

These charges are set to recover the costs associated with waste management across the Shire. Cost savings have been driven by recent competitive tender processes and these savings will result in decreased charges in some cases.

Capital Works Program

The cost of Council's Capital works program for 2013-2014 is \$7.84 million. This includes \$1.556 million of State Government funds - \$1 million under the Country Roads and Bridges Initiative and a further \$556,000 under the Local Government Infrastructure Fund (LGIF). This is the third year of a four year funding program and allows Council to undertake infrastructure works and special projects that would otherwise not be completed for a number of years without a significant rate rise.

Highlights of the Capital works program are listed below – note some of these are subject to receiving funding from external Government sources:

- Roads, bridges, footpaths and drainage renewal – including reseals, re-sheets, pavement renewal and reconstruction, footpath improvement as well as bridge renewal, construction and design - \$2.8 million funded by Council and \$1.8 million in Government grants.
- Stage 2 of flood mitigation works in Creswick - \$772,000 with \$600,000 coming from a Government grant.
- Netball Court resurfacing at the Newlyn and Hepburn recreation reserves - \$50,000 funded by the LGIF program.
- Repairs and Asbestos removal at the Clunes Bottle Museum - \$201,000 funded by the LGIF program.
- Implementation of the Trentham Community Facilities Review - \$23,000
- Design of a pedestrian bridge over Slatey Creek, Creswick - \$20,000 funded from the LGIF program
- Streetscape planning (Creswick, Clunes, Hepburn, Glenlyon and Trentham) and works (Daylesford) - \$420,000 of which \$340,000 is coming from Government grants.

Other Initiatives

Other new initiatives and special projects include funding for the following - note these are subject to Council receiving the funding from external Government sources:

- \$250,000 for planning of the proposed Hepburn Shire Council Services and Community Hub in Daylesford (\$150,000 coming from a Government grant).
- \$18,000 to support major events for Creswick in each of the four seasons.
- \$140,000 in funds for a short term business analyst role and funds to perform a number of service reviews within Council to seek cost savings and efficiencies.
- \$45,000 to enable an officer to survey all council managed roadsides to inform the next Hepburn Roadside Management Plan.

Fire Services Levy

From 1 July 2013 the State Government will introduce a property-based levy to fund the Metropolitan Fire and Emergency Services Board (MFB) and Country Fire Authority (CFA). This change follows a recommendation by the Victorian Bushfire Royal Commission.

Until now residents and businesses have made fire services contributions through their insurance premiums on property. This typically includes building and contents insurance. Those with insurance against fire will, from 1 July 2013, no longer pay a levy through their insurance premiums. Instead, it will be charged on your Council rates notice. The Victorian Government has announced that the levy rate will vary for different property types such as residential, industrial and commercial. There will be a fixed component (\$100 for residential and \$200 for non-residential) plus a variable component calculated as a percentage of the capital improved value of a property.

The cash inflow (levy collection from ratepayers) and outflow (payment to State Government) do not form part of this Budget, as Council only acts as the collection agency for the State Government and does not own any part of this levy.

Submissions

Thirteen submissions were received during the public advertising period. Submissions were heard on Monday 27 May 2013 and have been considered by Council.

No changes have been made to the Proposed Budget as a result of submissions.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Local Government Act 1989 - Council has a statutory responsibility to prepare a budget and advertise it for public comment.

FINANCIAL IMPLICATIONS

A financial summary of the Budget is detailed above.

The budget setting process is necessary to ensure that funds are set aside to achieve the most important objectives as prioritised by Council after consulting the community.

The striking of rates and charges will have a financial implication on each ratepayer.

Council provides an additional rebate of \$21 to eligible pensioners in addition to the State Government rebate.

RISK IMPLICATIONS

None noted

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Council appreciates the varying demographics of our Shire and has sought to keep the increase of revenue to be raised from rates and charges as low as possible, without comprising service.

Council recognises that if sufficient funds are not allocated to asset renewal then Council's investment in those assets will reduce, along with the capacity to deliver services to the community.

Council has reserved \$250,000 in the proposed budget to be used to increase the cash balance and consequently increase Council's liquidity. This is part of a key objective of the 10 Year Financial Plan.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As per the Hepburn Shire Community Engagement Framework, level 3 engagement will be undertaken.

The Proposed Budget was publicly advertised in the local newspapers seeking submissions from interested parties in accordance with Section 223 of the *Local Government Act 1989*.

The Proposed Budget and prescribed information was available for inspection from Friday 19 April 2013 at Council's offices in Daylesford and Creswick, at all Hepburn Library branches and from Council's website www.hepburnshire.com.au.

Information was included on Council's page in *The Advocate* during late April and May. Further, a flyer was included in the fourth rates instalment notices sent to ratepayers at the start of May.

Any person was able to make a submission to the Council on any proposal contained in the budget or submit a new proposal. Submissions received by the Council before 5pm on Monday 20 May 2013 will be considered for impact on the budget.

At a Special Council Meeting on Monday 27 May 2013, Council formally met to consider submissions received and to hear any person who had indicated that they wished to be heard in support of their submission.

All submitters will be written to, providing them with detailed feedback and answers to their queries as appropriate.

The final Council Budget for 2013-2014 will be placed on Council's website and copies will be made available for viewing at Council's administration offices.

CONCLUSION

The Budget 2013-2014 has been developed through an extensive consultation process and aligned with the Council Plan 2013-2017. The 2013-2014 Budget, as tabled for consideration, provides guidance on how Council intends to deliver its strategic objectives over the next twelve months.

OFFICER'S RECOMMENDATION

That Council, having complied with the requirements of the *Local Government Act 1989* and *Local Government Regulations 2004* regarding the method of preparation and content of the Budget for the 2013-2014 financial year:

- 10.2.1 Determines that the Budget for the 2013-2014 year, as presented to this meeting, be adopted.
- 10.2.2 Makes the following declarations in relation to the 2013-2014 Budget, which commences 1 July 2013:
- As at 30 June 2013 the total amount borrowed by Council will be \$3.6 million.
 - \$1.423 million will be borrowed during the 2013-14 financial year.
 - The total amount of borrowings projected to be repaid during the year will be \$632,000.
 - The total amount of borrowings at 30 June 2014 is projected to be \$4.4 million.
 - The expected cost of servicing the borrowings during the financial year is \$287,000.
- 10.2.3 Declare that rates and charges be in accordance with the following statement:

DECLARATION OF RATES AND CHARGES

Whereby the Council is required by Section 158 of the *Local Government Act 1989* to at least once in each financial year by 31 August, to declare the amount it intends to raise by general rates, municipal charges, service rates and charges and whether such declaration will be of uniform or differential rates, the Council now resolves:

- An amount of \$16,101,000 be declared as the amount which Council intends to raise by general rates and annual service charges (all later described in this resolution) which amount is calculated as follows:

General Rates \$13,927,000

Annual Service Charge - Waste Management \$1,225,000

Annual Service Charge - Garbage Collection \$672,000

Annual Service Charge - Recycling Collection \$277,000.

- A general rate be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.
- It is further declared that the general rate be raised by the application of differential rates.
- It be recorded that Council considers a differential rate will contribute to the equitable and efficient carrying out of Council functions.
- The differential rate be applied by multiplying the capital improved value of the rateable land by the percentages indicated on the following table:

Category	Rate Cents in \$
Residential (General)	0.4254
Farmland	0.2765
Commercial	0.4935
Mixed Use	0.4935
Industrial	0.4935
Vacant Land- township	0.5318
Vacant Land – other	0.4254
Recreational	0.2127
Trust for Nature	0.2127

ANNUAL SERVICE CHARGES

- An Annual Service Charge (here after described as the ‘Service Charge – Waste Management (improved)’) be declared for the

period commencing on 1 July 2013 and concluding on 30 June 2014.

The Service Charge - Waste Management (improved) be declared for the management of waste disposal and the environment.

The Service Charge - Waste Management (improved) be the sum of \$120 for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All land within the municipality upon which are erected buildings which are occupied or obviously adapted to be occupied will be liable for the Service Charge - Waste Management (improved).

- An Annual Service Charge (here after described as the 'Service Charge – Waste Management (vacant)') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.

The Service Charge - Waste Management (vacant) be declared for the management of waste disposal and the environment.

The Service Charge - Waste Management (vacant) be the sum of \$120 for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All land within the municipality which is vacant land or is land upon which is erected a building which is not occupied or not obviously adapted to be occupied for residential, commercial or industrial purposes will be liable for the Service Charge - Waste Management (vacant) with the exception of farmland where multiple assessments exist and which is worked as a single farming enterprise, only one charge will be levied.

- An Annual Service Charge (here after described as the 'Service Charge – Garbage Collection (residential)') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.

- The Service Charge - Garbage Collection (residential) be declared for the collection, removal and disposal of domestic refuse and rubbish.
- The Service Charge - Garbage Collection (residential) be the sum of \$130 per unit for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.
- All residential and mixed use land within the designated collection areas upon which are erected buildings which are occupied or obviously adapted to be occupied, will be liable for the Service Charge - Garbage Collection (residential).
- An Annual Service Charge (hereafter known as the `Service Charge - Garbage Collection (commercial)') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.

The Service Charge - Garbage Collection (commercial) be declared for the collection, removal and disposal of commercial refuse and rubbish.

The Service Charge - Garbage Collection (commercial) be the sum of \$273 per unit for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All land other than residential or mixed use land within the designated collection areas upon which are erected buildings which are occupied or obviously adapted to be occupied, will be liable for the Service Charge - Garbage Collection (commercial) upon request for the service.

- An Annual Service Charge (hereafter known as the `Service Charge – Recycling Collection') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.

The Service Charge - Recycling Collection be declared for the collection, removal and disposal of approved recyclable materials.

The Service Charge - Recycling Collection be the sum of \$54 per unit for each area of rateable and non-rateable land (or

part thereof) in respect of which an annual service charge may be levied.

All residential land and mixed use within the designated collection areas upon which are erected buildings which are occupied or obviously adapted to be occupied will be liable for the Service Charge - Recycling Collection.

All other land within the designated collector areas upon which are erected buildings which are occupied or obviously adapted to be occupied will be liable for the Service Charge - Recycling Collection upon request for the service.

- Where this declaration levies an Annual Service Charge on a per unit basis, a unit is defined as follows:
 - Service Charge - Garbage Collection (residential) means one only 120 litre mobile garbage bin.
 - Service Charge - Garbage Collection (commercial) means one only 240 litre mobile garbage bin
 - Service Charge - Recycling Collection means one only 240 litre mobile garbage bin.

10.2.4 That interest be charged on all overdue rates in accordance with section 172(2) of the *Local Government Act 1989*.

10.2.5 That pursuant to section 167(1) of the *Local Government Act 1989*, Council resolves that all rates and charges levied as a result of this declaration must be paid by four instalments payable on the dates fixed by the Minister under section 167(2).

10.2.6 Determines that those persons who have made submissions be responded to thanking them for their comments and advising them of the outcomes.

MOTION

That Council, having complied with the requirements of the Local Government Act 1989 and Local Government Regulations 2004 regarding the method of preparation and content of the Budget for the 2013-2014 financial year:

10.2.1. Determines that the Budget for the 2013-2014 year, as presented to this meeting, be adopted.

10.2.2. Makes the following declarations in relation to the 2013-2014 Budget, which commences 1 July 2013:

- As at 30 June 2013 the total amount borrowed by Council will be \$3.6 million.*
- \$1.423 million will be borrowed during the 2013-14 financial year.*
- The total amount of borrowings projected to be repaid during the year will be \$632,000.*
- The total amount of borrowings at 30 June 2014 is projected to be \$4.4 million.*
- The expected cost of servicing the borrowings during the financial year is \$287,000.*

10.2.3. Declare that rates and charges be in accordance with the following statement:

DECLARATION OF RATES AND CHARGES

Whereby the Council is required by Section 158 of the Local Government Act 1989 to at least once in each financial year by 31 August, to declare the amount it intends to raise by general rates, municipal charges, service rates and charges and whether such declaration will be of uniform or differential rates, the Council now resolves:

- An amount of \$16,101,000 be declared as the amount which Council intends to raise by general rates and annual service charges (all later described in this resolution) which amount is calculated as follows:*

General Rates \$13,927,000

Annual Service Charge - Waste Management \$1,225,000

Annual Service Charge - Garbage Collection \$672,000

Annual Service Charge - Recycling Collection \$277,000.

- *A general rate be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.*
- *It is further declared that the general rate be raised by the application of differential rates.*
- *It be recorded that Council considers a differential rate will contribute to the equitable and efficient carrying out of Council functions.*
- *The differential rate be applied by multiplying the capital improved value of the rateable land by the percentages indicated on the following table:*

Category	Rate Cents in \$
<i>Residential (General)</i>	<i>0.4254</i>
<i>Farmland</i>	<i>0.2765</i>
<i>Commercial</i>	<i>0.4935</i>
<i>Mixed Use</i>	<i>0.4935</i>
<i>Industrial</i>	<i>0.4935</i>
<i>Vacant Land- township</i>	<i>0.5318</i>
<i>Vacant Land – other</i>	<i>0.4254</i>
<i>Recreational</i>	<i>0.2127</i>
<i>Trust for Nature</i>	<i>0.2127</i>

ANNUAL SERVICE CHARGES

- *An Annual Service Charge (here after described as the ‘Service Charge – Waste Management (improved)’)* be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.

The Service Charge - Waste Management (improved) be declared for the management of waste disposal and the environment.

The Service Charge - Waste Management (improved) be the sum of \$120 for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All land within the municipality upon which are erected buildings which are occupied or obviously adapted to be occupied will be liable for the Service Charge - Waste Management (improved).

- *An Annual Service Charge (here after described as the ‘Service Charge – Waste Management (vacant)’)* be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.

The Service Charge - Waste Management (vacant) be declared for the management of waste disposal and the environment.

The Service Charge - Waste Management (vacant) be the sum of \$120 for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All land within the municipality which is vacant land or is land upon which is erected a building which is not occupied or not obviously adapted to be occupied for residential, commercial or industrial purposes will be liable for the Service Charge - Waste Management (vacant) with the exception of farmland where multiple assessments exist and which is worked as a single farming enterprise, only one charge will be levied.

- *An Annual Service Charge (here after described as the 'Service Charge – Garbage Collection (residential)') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.*
- *The Service Charge - Garbage Collection (residential) be declared for the collection, removal and disposal of domestic refuse and rubbish.*
- *The Service Charge - Garbage Collection (residential) be the sum of \$130 per unit for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.*
- *All residential and mixed use land within the designated collection areas upon which are erected buildings which are occupied or obviously adapted to be occupied, will be liable for the Service Charge - Garbage Collection (residential).*
- *An Annual Service Charge (hereafter known as the 'Service Charge - Garbage Collection (commercial)') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.*

The Service Charge - Garbage Collection (commercial) be declared for the collection, removal and disposal of commercial refuse and rubbish.

The Service Charge - Garbage Collection (commercial) be the sum of \$273 per unit for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All land other than residential or mixed use land within the designated collection areas upon which are erected buildings which are occupied or obviously adapted to be occupied, will be liable for the Service Charge - Garbage Collection (commercial) upon request for the service.

- *An Annual Service Charge (hereafter known as the 'Service Charge – Recycling Collection') be declared for the period commencing on 1 July 2013 and concluding on 30 June 2014.*

The Service Charge - Recycling Collection be declared for the collection, removal and disposal of approved recyclable materials.

The Service Charge - Recycling Collection be the sum of \$54 per unit for each area of rateable and non-rateable land (or part thereof) in respect of which an annual service charge may be levied.

All residential land and mixed use within the designated collection areas upon which are erected buildings which are occupied or obviously adapted to be occupied will be liable for the Service Charge - Recycling Collection.

All other land within the designated collector areas upon which are erected buildings which are occupied or obviously adapted to be occupied will be liable for the Service Charge - Recycling Collection upon request for the service.

- *Where this declaration levies an Annual Service Charge on a per unit basis, a unit is defined as follows:*
 - *Service Charge - Garbage Collection (residential) means one only 120 litre mobile garbage bin.*
 - *Service Charge - Garbage Collection (commercial) means one only 240 litre mobile garbage bin*
 - *Service Charge - Recycling Collection means one only 240 litre mobile garbage bin.*

10.2.4. That interest be charged on all overdue rates in accordance with section 172(2) of the Local Government Act 1989.

10.2.5. That pursuant to section 167(1) of the Local Government Act 1989, Council resolves that all rates and charges levied as a result of this declaration must be paid by four instalments payable on the dates fixed by the Minister under section 167(2).

10.2.6. *Determines that those persons who have made submissions be responded to thanking them for their comments and advising them of the outcomes.*

Moved: Councillor Kate Redwood

Seconded: Councillor Don Henderson

Carried.

**ATTACHMENT 2 - BUDGET 2013-2014
(Issued Under Separate Cover)**

10.3. 10 YEAR FINANCIAL PLAN 2013-2024, INCORPORATING THE STRATEGIC RESOURCE PLAN 2013-2017 GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance, I Anthea Blackford have no interests to disclose in this report.

PURPOSE

The purpose of this report is to present the 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 to Council for consideration. Council is required to prepare and adopt a Strategic Resource Plan in conjunction with the Council Plan and Annual Budget.

BACKGROUND

Council is required to complete a Strategic Resource Plan as part of the development of the Council Plan in accordance with Section 126 of the *Local Government Act 1989*. In conjunction with this, Council has completed a 10 Year Financial Plan.

At the Ordinary Meeting of Council on 16 April 2013, the proposed 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 was endorsed to seek public submissions. Submissions were heard at a Special Meeting of Council on 27 May and the 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 now needs to be formally adopted.

The key elements of Hepburn Shire's Strategic Planning Framework are the Council Plan, 10 Year Financial Plan and the Annual Budget.

ISSUE / DISCUSSION

Summary

The 10 Year Financial Plan, incorporating the Strategic Resource Plan, has been developed in conjunction with the Council Plan 2013-2017 and the Annual Budget 2013-2014.

The 10 Year Financial Plan, incorporating the Strategic Resource Plan identifies a number of fundamental objectives:

- Ensure consistency in future increases in rates and charges;
- Maintain an annual cash positive budget, including an annual budget surplus;
- Ensure the indebtedness ratio (non-current liabilities as a percentage of own sourced revenue) remains less than 40%;

- Work towards a working capital ratio (current assets / current liabilities) of greater than 150%;
- Improve the condition of Council’s infrastructure assets.

In order to meet the fundamental objectives set out in this Plan, the increase in revenue raised from rates will be an average of 4% each year.

The Plan includes three longer term strategies:

1. Sustainable Financial Management
 - Allocating a minimum of \$250,000 per year to cash to improve Council’s working capital ratio
2. Maintaining a low risk indebtedness ratio
3. Quality Community Infrastructure
 - Allocating an additional \$250,000 to infrastructure maintenance and renewal to address the infrastructure gap.

A summary of key financial outcomes over the life of the Plan are as follows.

	Budget		Long Term Financial Plan Projections							
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2022-2023	2023-2024
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Operating result	2,893	7,787	1,691	2,657	3,142	3,493	7,970	4,323	4,996	5,550
Working capital ratio	94%	97%	107%	110%	114%	119%	122%	129%	138%	153%
Asset renewal expenditure	6,573	8,043	5,869	6,325	6,795	7,284	9,040	8,314	8,854	9,415
Indebtedness ratio	24%	22%	19%	15%	11%	9%	10%	8%	6%	6%

As part of the budget setting process each year, this Plan will be reviewed to ensure relevance to internal and external influences including Council priorities.

Submissions

No specific submissions were received on the 10 Year Financial Plan, incorporating the Strategic Resource Plan. In some cases this plan was referred to in submissions in regard to either the Proposed Council Plan or Proposed Budget.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Section 126 of the *Local Government Act 1989* - Council is required to complete a Strategic Resource Plan as part of the development of the Council Plan. Council has taken the opportunity to prepare a 10 Year Financial Plan in conjunction with the Strategic Resource Plan.

The Council Plan 2013-2017 identifies the following Key Strategic Activity:

Implement sustainable financial practices and policies that guide the future financial direction of Council and ensure long term financial stability

The 10 Year Financial Plan is a key component of this activity.

FINANCIAL IMPLICATIONS

The 10 Year Financial Plan identifies proposed income and expenditure over the next 10 years in accordance with Council's vision, while being mindful of future sustainability.

The striking of rates and charges each year will have financial implications and will be considered as part of the annual budget setting process.

The setting of annual budgets with reference to this plan will ensure financial sustainability into the future.

Council proposes to allocate a minimum of \$250,000 to cash each year to be used to increase the cash balance and consequently increase Council's liquidity. This is a key objective of the 10 Year Financial Plan.

RISK IMPLICATIONS

The development of a 10 Year Financial Plan mitigates the risk of making short term decisions that do not consider the long term financial sustainability of the Shire. Deviations from the plan will need to be analysed on a case by case basis.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Council appreciates the varying demographics of our Shire and has sought to keep the increase of revenue to be raised from rates and charges as low as possible, without comprising service.

Council recognises that if sufficient funds are not allocated to asset renewal then Council's investment in those assets will reduce, along with the capacity to deliver services to the community. Therefore, Council has included in its proposed 10 Year Financial Plan a strategy to address the 'infrastructure gap'.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As per the Hepburn Shire Community Engagement Framework, level 3 engagement was undertaken.

The 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 was publicly advertised in the local newspapers seeking submissions from interested parties in accordance with Section 223 of the *Local Government Act 1989*.

The 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 was available for inspection from Friday 19 April 2013 at Council's offices in Daylesford and Creswick, at all Hepburn Library branches and from Council's website www.hepburnshire.com.au.

Information was included on Council's page in *The Advocate* during late April and May. Further, a flyer was included in the fourth rates instalment notice sent to ratepayers at the start of May.

Any person was able to make a submission to the Council on any proposal contained in the 10 Year Financial Plan or submit a new proposal. Submissions received by the Council before 5pm on Monday 20 May 2013 were considered for impact on the Plan.

At a Special Council Meeting on Monday 27 May 2013, Council formally met to consider submissions received and to hear any person who had indicated that they wished to be heard in support of their submission.

The final 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 will be placed on Council's website and copies will be made available for viewing at Council's administration offices.

CONCLUSION

The Proposed 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017 has been developed through an extensive consultation process linked with the Council Plan. The 10 Year Financial Plan as tabled for consideration, sets out Council's key financial goals over the next ten years and provides guidance for Annual Budget setting.

OFFICER'S RECOMMENDATION

10.3.1 That Council having complied with the Local Government Act 1989 and Local Government Regulations 2004 regarding the method of preparation and content of the Strategic Resource Plan 2013-2017 determines that the 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017, as presented to this meeting, be adopted.

MOTION

10.3.1. *That Council having complied with the Local Government Act 1989 and Local Government Regulations 2004 regarding the method of preparation and content of the Strategic Resource Plan 2013-2017 determines that the 10 Year Financial Plan 2013-2024, incorporating the Strategic Resource Plan 2013-2017, as presented to this meeting, be adopted.*

Moved: Councillor Kate Redwood

Seconded: Councillor Greg May

Carried.

**ATTACHMENT 3 - 10 YEAR FINANCIAL PLAN 2013-2024,
INCORPORATING THE STRATEGIC RESOURCE PLAN 2013-2017
(Issued Under Separate Cover)**

10.4. MONTHLY FINANCIAL REPORT – AS AT 31 MAY 2013

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Finance, I Anthea Blackford, have no interests to disclose in this report.

PURPOSE

The purpose of this report is to present to Council the financial performance for the 2012-2013 financial year up to 31 May 2013.

BACKGROUND

The purpose of this report is to provide an update on Council's operating performance for the period 1 July 2012 to 31 May 2013 based on the mid year budget review adopted by Council in December 2012.

ISSUE / DISCUSSION

Income Statement

The year to date operating result is a \$11.3 million surplus. The surplus is \$1 million less than year to date (YTD) budget. This is primarily due to the timing of flood reimbursements which are \$3 million behind YTD budget. This is somewhat being offset by recurrent grants being \$880K ahead of YTD budget and expenditure being \$1 million lower than YTD budget.

Please refer to the Income Statement attached for full details.

Balance Sheet

Cash at 31 May 2013 totals \$10.6 million and debtors are \$2.9 million.

Rate debtors are \$2.04 million. Of this debtor balance, \$309K relates to rates and charges from prior years. This arrears balance has reduced by \$588K since 30 June 2012 due to debt collection activities.

Please refer to the Balance Sheet attached for full details.

Capital Works & Projects

To date \$10.3 million has been spent or committed for capital works and \$1.7 million on other projects. This represents 74% of the total revised budget of \$16.3 million. The current forecast for spend by 30 June 2013 is \$12.6 million, which represents 76% of the total revised budget, with a carry forward of \$3.9 million.

The flood works capital budget is \$12.6 million of which \$7.1 million has been spent to date. The current forecast for spend by 30 June 2013 is \$9.6 million, which represents 76% of the total budget, with a carry forward of \$5.7 million.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Under Section 138 of the *Local Government Act 1989* a report comparing expenses and revenue to budget must be presented at least quarterly to the Council in a meeting which is open to the public.

FINANCIAL IMPLICATIONS

The reports attached provide the opportunity for constant review of Council's financial position.

RISK IMPLICATIONS

The internal financial report is required to assist in decision making and ensure departments do not exceed their budget.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

None noted

COMMUNITY AND STAKEHOLDER ENGAGEMENT

As per the Hepburn Shire Community Engagement Framework, level 1 engagement has been undertaken. This information will be made available to the public via the minutes published on the Council's website.

CONCLUSION

The report on the financial performance of Council for the eleven months to 31 May 2013 has been reported.

OFFICER'S RECOMMENDATION

10.4.1 That Council receives and notes the Monthly Financial Report for the eleven months from 1 July 2012 to 31 May 2013.

MOTION

10.4.1. That Council receives and notes the Monthly Financial Report for the eleven months from 1 July 2012 to 31 May 2013.

Moved: Councillor Neil Newitt
Seconded: Councillor PierreNiclas
Carried.

**ATTACHMENT 4 - FINANCIAL REPORT FOR PERIOD ENDING 31 MAY
2013**

Income Statement
For the period ending 31 May 2013

	Revised Budget 2012/13 \$'000	YTD Budget 2012/13 \$'001	YTD Actual 2012/13 \$'000	Variance Budget to YTD Actual \$'000	
Revenues from ordinary activities					
Rates & charges	15,719	15,759	15,781	22	0%
User Fees, Statutory fees & fines	1,265	1,202	1,185	(17)	-1%
Grants - Recurrent	4,118	3,285	4,169	883	27% ¹
Grants - Non recurrent	5,617	3,134	3,104	(30)	-1%
Contributions	144	24	118	94	386% ²
Other revenue	14,203	13,999	10,929	(3,069)	-22% ³
Total revenue	41,066	37,404	35,286	(2,118)	-6%
Expenses from ordinary activities					
Employee benefits	10,887	10,186	9,923	(262)	-3% ⁴
Materials and services	12,486	10,065	9,268	(797)	-8% ⁵
Bad and doubtful debts	5	4	0	(4)	-92%
Depreciation/amortisation	5,150	3,863	3,863	-	0%
Finance costs	271	245	248	2	1%
Other expenses	819	695	675	(20)	-3%
Total expenses	29,618	25,058	23,976	(1,082)	-4%
Surplus (deficit) for the year	11,448	12,346	11,310	1,036	8%

1. This variance is mainly due to the receipt of \$690K in Roads to Recovery (R2R) Funding that was not budgeted to be received until June. It is also \$30K more than the budgeted figure of \$660K. Transport connection funding is also ahead of budget by \$167K, this is not additional income, rather a timing difference. Additional income of \$50k was received for HACC minor capital that was not budgeted for. These funds will not be spend until next financial year.

2. Contributions of \$50K from Clunes Museum for the CCIC and \$17.5K from Crossing Borders is a timing issue only, \$18K for Vic Park Clunes is an additional flood contribution from the Football/Netball Club.

3. This variation is a result of budgeted flood recovery reimbursements of \$3.2M not being received by end of May, however Council has received \$5.1M in June. In addition there has been an increase of \$148K to budget in interest income (combination of interest on investments and interest on overdue rates) and \$55K in lease revenue. Both will result in additional income at year end. Further Council has received to date an unbudgeted \$34K in reimbursements in relation to the implementation of the Fire Services Levy.

4. This variance is mainly driven by an under spend in outdoor employee costs (\$197K) due to a significant shift towards capital works to offset material overruns in the works, parks and gardens recurrent budget. Employee costs on capital works are capitalised and form part of the total cost of the project rather than included in this employee benefits section of expenses. Other variances are due to the Communications Officer and CEO PA vacancies and the Transport Connections position that were filled by contractors rather than employees. Library employee costs are under budget by \$34k and will result in savings at year end.

Income Statement
For the period ending 31 May 2013

5. This variation is mainly driven by the following factors: a) waste is under by \$86K due to recycling savings, green waste yet to be mulched and carbon tax which was budgeted at \$30 per tonne where the actual costs are approximately \$12 per tonne. Savings are expected at year end. b) Flood contractor costs being \$370,000 behind YTD budget, this will result in decreased costs at year end, but given this is 100% government funded it will not result in savings to Council; c) Additional costs for plant maintenance \$106K, this is being offset by an under spend in other areas of the recurrent budget, for example roadside maintenance and drainage. d) Work has been done at Mt Beckworth, however an accounting adjustment has resulted in a timing difference that will rectify at year end (\$204K), e) Sustainable development and economic development projects are behind YTD budget by \$304K, for example Revegetation of Roadsides project, LandCare grants and the Advancing Country Towns project which is \$200K under YTD budget with the majority of this to be carried forward and spent next financial year. Offsetting these under budget items is the Transport Connection program which is \$276K ahead of budget due to the use of a contractor to fill the roll (see employee benefit comments above) and projects being completed ahead of budget. This is a timing difference only as the majority of the budget spend was included in June.

Balance Sheet as at 31 May 2013

	31/05/2013	31/05/2012	Movement year		
	Actual	Actual	on year		
	\$000's	\$000's			
Assets					
Current assets					
Cash and cash equivalents	10,666	9,627	1,039	11%	1
Trade and other receivables	2,873	2,770	103	4%	
Other Assets	18	59	(41)	-69%	
Total current assets	13,558	12,457	1,101	9%	
Non-current assets					
Financial assets	521	1,083	(563)	-52%	2
Investments in associates accounted for using the equity method	114	453	(339)	-75%	
Property, plant and equipment, infrastructure	200,005	179,241	20,764	12%	3
					4
Total non-current assets	200,640	180,778	19,862	11%	
Total assets	214,197	193,234	20,963	11%	
Liabilities					
Current liabilities					
Trade and other payables	(1,730)	(455)	(1,275)	280%	5
Trust funds and deposits	(941)	(941)	-	0%	
Provisions	(1,799)	(1,848)	50	-3%	
Interest-bearing loans and borrowings	(85)	(66)	(19)	30%	
Total current liabilities	(4,555)	(3,310)	(1,245)	38%	
Non-current liabilities					
Provisions	(580)	(637)	58	-9%	
Interest-bearing loans and borrowings	(3,641)	(3,894)	253	-6%	
Other Liabilities	(1,628)	(223)	(1,405)	630%	6
Total non-current liabilities	(5,849)	(4,754)	(1,095)	23%	
Total liabilities	(10,403)	(8,064)	(2,339)	29%	
Net Assets	203,794	185,171	18,624	10%	
Equity					
Accumulated surplus	(117,303)	(109,020)	(8,283)	8%	7
Surplus YTD	(11,310)	(8,869)	(2,441)	28%	8
Reserves	(75,182)	(67,282)	(7,900)	12%	9
Total Equity	(203,794)	(185,171)	(18,623)	10%	

1. Cash is higher than at this time last year due to a reclassification of funds from non-current to current. Legislation changed during the prior year and now funds are not required to be held separately for the long service leave provision. \$500,000 held previously in a bond expired during the prior year and therefore funds have been reallocated in the balance sheet to cash. Further, trade payables which are amounts owed to suppliers, are higher than this time last year which is a result of timing of making payments, which results in more cash on hand at that point in time.

2. See comment about LSL funds in cash above.

3. The Central Highlands Regional Library of which Hepburn Council was a part of is in the process of winding up. The books held in Council's three libraries are now owned directly by Council and have therefore been transferred from this asset class to property, plant and equipment. Further, the asset has been decreased based on future expected cash/asset flows from the City of Ballarat.

Balance Sheet as at 31 May 2013

4. *The significant increase is mainly due to \$13M in capital works undertaken this financial year, including significant flood recovery works. At 30 June 2012 a revaluation of some of Council assets was undertaken increasing their value by \$14.2 million. Offsetting these increases was the \$5.8 million devaluation as a result of flood damage and annual depreciation.*
5. *The higher balance of trade payables is a result of timing. See comments above regarding Cash.*
6. *The balance is associated with the Superannuation Defined Benefits liability owed by Hepburn Shire Council payable next financial year. This liability was raised on 30 June 2012, therefore not included in the comparative balance at May 2012.*
7. *This movement is the surplus for the 2011-12 financial year.*
8. *Refer to comments in the income statement.*
9. *The increase is a result of adjustments at 30 June 2012. Council assets were revalued by \$14.2 million, however, offsetting this was a further \$5.8 million in flood impairment (damage) recognised.*

Cashflow Statement
For the period ending 31 May 2013

	31/05/13 Actual
	\$'000
Cash flows from operating activities	
<i>Receipts</i>	
Rates & charges	15,100
Statutory & user fees and fines	1,185
Grants	7,340
Other revenue	10,444
Interest	513
	34,582
<i>Payments</i>	
Employee costs	(10,321)
Materials & consumables	(10,498)
Finance costs	(248)
Other expenses	(675)
	(21,741)
Net cash provided by operating activities	12,841
Cash flows from investing activities	
Proceeds from property, plant and equipment	90
Payments for property, plant and equipment	(15,279)
Net cash used in investing activities	(15,189)
Cash flows from financing activities	
Proceeds from borrowings	-
Repayment of borrowings	(459)
Net cash provided by (used in) financing activities	(459)
Net decrease in cash & cash equivalents	(2,807)
Cash & cash equivalents at beginning of year	13,473
Cash & cash equivalents at end of period	10,666

*** Please note that there was no monthly report produced for May 2012, therefore no comparatives are available for this month.*

**ATTACHMENT 5 - 2013-2013 CAPITAL WORKS & PROJECTS
PROGRAM**

Financials								Construction	
Financials	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Actuals + Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward	PROJECT MANAGER	COMMENTS
ROADS									
Reseals (under contract)	\$1,575,000	\$1,426,306	\$115,459	\$1,541,765	\$33,235	\$1,551,594		Darren	Resealing completed. Second coat line marking in progress. Primal wanting information for next years seal.
Reseal Preparation	\$85,000	\$85,518	\$0	\$85,518	-\$518	\$85,518		John B	Works completed.
Gravel Resheets	\$230,000	\$228,878	\$156	\$229,034	\$966	\$230,000		John B	Completed with Dairy Flat Rd materials costs to come.
Shoulder Sealing	\$0	\$0	\$0	\$0	\$0	\$0		John B	Carry forward of \$225,000 transferred to Doug Lindsay Oval Resurfacing Project
Mossops Road Re-establishment stage 2	\$25,306	\$9,376	\$480	\$9,856	\$15,450	\$25,306		Richard	Planning permit applied for. Quotes being received, Project budget completion anticipated 30 June.
Transition Tapers for Seal Width changes and safety works	\$50,000	\$26,298	\$0	\$26,298	\$23,702	\$50,000		John B	Expect to fully spend this amount over the next three weeks
→ Clunes Mt Cameron Road Section 1	\$290,000	\$764,169	\$23,193	\$787,362	-\$47,362	\$337,000		Darren/KG	Completed. Funding shortfall to be balanced across entire roads & bridges work program.
→ Clunes Mt Cameron Road Section 2	\$450,000					\$450,000		Darren/KG	
→ Birch Creek Clunes Daylesford Road	\$0	\$0	\$0	\$0		\$0		Flood	Work complete. Flood Recovery repair this section, Funds transferred to Creswick Flood Mitigation Works.
Revaluation (Maloney)	\$99,320	\$0	\$69,754	\$69,754	\$29,566	\$69,754	\$29,566	Ross	Contract awarded with commencement in mid April. Report ready. Finalised 3 May.
Review of Road Management Plan	\$0	\$0			\$0	\$0		Richard/Ross	Presented to April Council Briefing, Presentation to Council in July /August to commence public exhibition period
Country Roads & Bridges Renewal									
13/14 Road design program	\$27,007	\$15,350	\$41,670	\$57,020	-\$30,013	\$60,007		Darren	Designs being prepared. Funding shortfall to be balanced across entire roads & bridges work program.
→ Blackmores Rd Reconstruction Clunes	\$365,000	\$353,684	\$10,066	\$363,750	\$1,250	\$365,000		Darren	Completed.
→ Mulcahys Rd Trentham	\$240,000	\$190,266	\$0	\$190,266	\$49,734	\$190,000		Nick/JBeer	Completed apart from some minor tidy up works.
→ Springhill Tylden Rd Upgrade (cost shared with MRSC)	\$120,000	\$120,328	\$0	\$120,328	-\$328	\$120,328		Bruce L	Works completed by Macedon Ranges Shire Council.
→ Lutlet Street Reconstruction Creswick	\$127,800	\$61,517	\$50,000	\$111,517	\$16,283	\$138,000		Darren/Kirmani	Construction commenced 19 April. Kerb & channel completed, additional funds from savings in Mulchays Rd
→ Bald Hills Road Reconstruction	\$385,000	\$365,052	\$0	\$365,052	\$19,948	\$365,052		Darren/Kirmani	Project Completed - Remaining Funds to balance overall roads construction program.
→ Clunes-Daylesford Reconstruction	\$283,521	\$265,792	\$19,608	\$285,400	-\$1,879	\$285,400		Darren	Completed.
Kooroocheang-Swamp Road Bridge Replacement (1 Mill Country Rds Renewal) - Bridge 51	\$10,000	\$904	\$11,845	\$12,749	-\$2,749	\$12,750	\$0	Kirmani	Completed.
Zig Zag Rd Bridge	\$28,500	\$0	\$19,591	\$19,591	\$8,909	\$19,591		Kirmani	Completed.

Financials	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Actuals + Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward	PROJECT MANAGER	COMMENTS
LGIF (LGIF drainage is below)									
Bleakley St Bridge Design & Construction (projects 9,10,11)	\$101,525	\$0	\$0	\$0	\$101,525	\$0	\$101,525	Darren/Inoka	Council briefing for non-bridge alternative in June.
Trentham Sportsground Lighting Stage 2 - LGIF	\$69,000	\$97,077	\$5,195	\$102,272	-\$33,272	\$69,000		Laura C	Light towers erected and CNFP application submitted
Signage Renewal - LGIF	\$50,000	\$9,697	\$0	\$9,697	\$40,303	\$27,000	\$23,000	John C	Policy review ; new gateway frame signs - progressive installation in all major towns; business directory boards (East St); upgrade of Shire signs. About \$30K is for a work program developed by Kevin Clohesy and Andy Coker for the works team. Repair and repainting begun. Expect to spend all funding, salaries, equipment and external services will begin appearing in late May.
Street Tree Replacement - LGIF	\$25,000	\$0	\$19,882	\$19,882	\$5,118		\$25,000	John B/James	Trees are currently on order, planting will be undertaken by outdoor staff in July 2013, therefore funds will need to be carried forward.
Pedestrian Path Hepburn - Newstead Road - LGIF	\$35,000	\$4,040	\$0	\$4,040	\$30,960	\$20,000	\$15,000	Richard R	Works to start Mid June
Domino Trail Extension- LGIF	\$50,000	\$47,148	\$1,500	\$48,648	\$1,352	\$47,150		Darren D	Completed.
WHBG East West Footpath Upgrade - LGIF	\$30,000	\$32,000	\$0	\$32,000	-\$2,000	\$32,000		Richard/Nick H	Construction completed for 150 Wombat Gardens event.
Victoria Park Netball Pavilion	\$103,000	\$129,174	\$0	\$129,174	-\$26,174	\$129,174		Darren	Works completed with official opening 24 April. Additional funding to come from 2013-14 LGIF.
Doug Lindsay Lighting and Fencing & sub station upgrade	\$27,000	\$19,185	\$9,607	\$28,792	-\$1,792	\$28,792		Darren D	Works Completed. Now under maintenance. AGL finally sending contract for power to be connected.
Doug Lindsay Soccer Pitch Top Soil & Seed	\$8,680	\$18,215	\$0	\$18,215	\$0	\$18,215		Darren	Works Completed.
Clunes School Footpath	\$61,777	\$61,827	\$0	\$61,827	-\$50	\$61,827		Peter/Graeme	Works Completed
BRIDGES									
Bridge Renewal Maintenance	\$418,000	\$212,894	\$79,563	\$292,456	\$125,544	\$269,000	\$149,000		
→ Hep Newstead Rd Bridge & Guard Rail - Bridge 35	\$184,000					\$66,175		Darren	Budget bid proposed for bridge replacement in 2014. Bridge closed to 1 lane for safety reasons with traffic management plan in place. Bridge replacement Tender to close end of June. Savings to be carried forward for construction.
→ Creswick Ascot Road - Bridge 141 (no guard rails)	\$35,000					\$11,100		Kirmani	Works completed.
→ Fish Tail End Replacement	\$14,000					\$4,400		Kirmani	Works completed.
→ Old Ballarat Rd - Clunes Evansford Rd Bridge 91	\$25,000					\$19,000		Kirmani	Works completed.
Guardrail Project (carry over)	\$0					\$0		Kirmani	Works completed.
Creswick Dean Culvert Replacement (bridge renewal)	\$160,000					\$168,325		Graeme B	Works completed.
Bridge design	\$82,000	\$16,547	\$0	\$16,547	\$65,453	\$32,709		Darren	Funds being used for road design program as part of an overall design program. Includes design & construct tender.
Bridge Replacement Design - 2nd part for Wheelers Bridge	\$154,000	\$15,238	\$18,816	\$34,054	\$119,946	\$34,000	\$120,000	Richard/Nic	Feature Survey ordered . Arup Engineers appointed to establish design solutions acceptable to heritage authorities for repairs of bridge - either (i) restore existing bridge , (ii) replace on existing alignment or (iii)new bridge on new alignment, Develop preferred option to lead to approval of design from heritage authorities. Once detailed design and engineers estimated completed seek future grants in 2014-2015
Andersons Mill Bridge Design	\$15,000	\$0	\$20,180	\$20,180	-\$5,180	\$20,180		Peter D	Report Received from Consulting Engineer

Financials	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Actuals + Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward	PROJECT MANAGER	COMMENTS
FOOTPATHS & STREETS									
Footpath Improvement & Renewal		\$7,809	\$32,600	\$40,409	\$29,591				
Footpath Renewal Program (including Cosmo)	\$70,000					\$35,000	\$35,000	Nick/ RR	Hospital St commenced, Cosmo Road commence 11 June. Asphalt quotes award in June
DDA Access at Crossings	\$0					\$0		J Smeaton	Audit completed on Daylesford, Trentham, Hepburn & Hepburn Springs, Clunes and Creswick. Report finalised.
Audit of Parking Compliance (disabled & loading)	\$0					\$0		J Smeaton	Audit completed on Daylesford, Trentham, Hepburn & Hepburn Springs, Clunes and Creswick. Report finalised.
Creswick Creek Path (project 20)	\$250,000	\$0	\$0	\$0	\$250,000	\$0	\$0	Richard R	Funding has been cancelled.
Albert St, Daylesford Footpath - Special Charge Scheme	\$34,500	\$2,688	\$32,560	\$35,248	-\$748	\$34,500		Nick/RR	Contract awarded. Construction to commence mid June.
Daylesford Avenue of Honour project	\$3,810	\$3,810	\$0	\$3,810	\$0	\$3,810		Bruce L	Works completed and awaiting invoices and finalising of costs
Ullina Avenue of Honour project	\$141	\$141	\$0	\$141	\$0	\$141		Bruce L	Project Completed in 2011 (\$141 to be accounted for by PM costs)
Daylesford Cenotaph Restoration project	\$4,628	\$0	\$0	\$0	\$4,628	\$0		Bruce L	Original proposed works significantly exceed budget and need to renegotiate changed scope of funding agreement. Discussions commenced with RDV.
Daylesford Streetscape Revitalisation Project (new PJ 000405)	\$17,798	\$22,672	\$0	\$22,672	-\$4,874	\$22,672		Bruce L	Additional scoping and review of strategy being undertaken and funded from Council co contribution.
BUILDING									
Capital Building Renewal Program		\$250,997	\$32,211	\$283,208	\$22,378	\$295,586	\$10,000		
→ North Street Units	\$76,941					\$76,941		Graeme B	Works completed
→ Creswick Town Hall Public Toilets	\$10,000					\$10,000		Kevin B	Tactiles to be installed at later date
→ Duke St Fence Replacement	\$6,000					\$6,000		Richard R	Completed
→ HMSR Sound Shell Repairs	\$38,000					\$38,000		Kev B/James	Minor maintenance works completed. HV permit submitted Feb for all roof & gutter works including proposal for internal improvements.
→ Essential Services (Fire extinguishers)	\$20,000					\$20,000		Ross Mc	Quotes received and contractor appointed. Audits completed of 37 Council buildings. Preparation of manuals & installation of cabinets has commenced. To be completed by end June.
→ General Painting Works (swimming pool)	\$35,000					\$35,000		Ross / Kev B	Swimming pool painting funded by Seasonal pool renewal variation.
→ List as per Urgent Building Renewal Works	\$119,645					\$109,645		Ross	Jeff Clark reviewing projects against funding available. A number of projects are completed and a number have been quoted. Full year time frame to completion, packages being developed for start in January quotes and HSC staff undertake works.
→ Duke Street Office Accommodation	\$77,000	\$0	\$3,880	\$3,880	\$73,120	\$7,000	\$70,000	Bruce L	Combination of 3 projects (recabing, roof repairs & accommodation). Reviewing option of relocating some staff to depot in portable office.
Cameron Court units	\$580,336	\$0	\$0	\$0	\$580,336	\$0	\$580,336	Kathleen B	Funds for EOJ for transfer of community housing , will not be allocated 2012-13.
Clunes Community & Interpretative Centre Design & Construction	\$2,973,307	\$1,654,009	\$954,854	\$2,608,863	\$364,444	\$2,423,307	\$550,000	Darren D	Works in progress, approx. 75%+ complete.

Financials	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Actuals + Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward	PROJECT MANAGER	COMMENTS
DRAINAGE									
Drainage Works (Capital) -Clunes, Creswick, Daylesford, Trentham (LGIP \$165K & council \$35K)		\$104,012	\$118,623	\$222,635	\$30,394		\$30,394		
→ American Hotel	\$5,000					\$5,000		Graeme B	Project Complete
→ Tonnas Drainage	\$10,000					\$10,000		Peter D/RR	Completed installation
→ Harvey St Creswick	\$8,000					\$0		Peter /RR	Projects on Hold to Balance PAG Project
→ 4 Hammond Street Creswick	\$5,000					\$0		Peter/RR	Projects on Hold to Balance PAG Project
→ Fraser St Catchment design Clunes	\$20,000					\$0		Peter/RR	Projects on Hold to Balance PAG Project
→ Trehella Ave Daylesford	\$3,000					\$3,000		Peter/GB	Works Completed
→ Allendale Drainage (Design) VicRoads	\$15,000					\$15,000		Food Office	Quote accepted
→ 128 Clunes Road Creswick(\$30k)	\$32,000					\$32,000		Graeme B	Drains now cleaned. Awaiting design report to determine adequacy of system.
→ Golf Links Road Easement Hepburn (easement)	\$145,029					\$145,029		RR/Peter	Quotes received. Legals for easement agreements commenced
→ Fulcher Street						\$0		R & B PE	Design deferred to 2013-2014 program.
→ 4 Vincent Street Daylesford	\$10,000					\$10,000		Graeme B	Works Completed
→ Drainage Farmers Arms Hotel / East Street Daylesford	\$15,871	\$16,061	\$0	\$16,061	-\$190	\$16,061		John B	Works Completed.
WASTE MANAGEMENT									
Waste Strategy - Capital Requirements	\$33,347	\$13,753	\$0	\$13,753	\$19,594	\$23,347	\$10,000	Barry	Community Reference Group appointed and met, brief being sent to 3 Consultants.
Waste Tender - Capital Requirements / Procurement A	\$10,173	\$10,064	\$0	\$10,064	\$109	\$10,064		Barry	Completed. Contractor to start April.
Replacement of Litter Bin Receptacles	\$5,000	\$5,813	\$0	\$5,813	-\$813	\$5,813		Barry	Works completed.
Mt Beckworth	\$217,500	\$194,745	\$4,427	\$199,172	\$18,328	\$199,200		Richard R	completed.
RECREATION									
Trentham Football Netball Application	\$10,000	\$0	\$0	\$0	\$10,000	\$0	\$10,000	Laura C	CFNG Funding application submitted 31-01-13, decision June?
Doug Lindsay Recreation Reserve Resurfacing	\$309,680	\$276,129	\$31,145	\$307,274	\$2,406	\$309,680		Bruce L	Works completed. Now under maintenance.
Crossing Borders Tracks and Trails	\$100,000	\$80,130	\$19,990	\$100,120	-\$120	\$100,120	\$0	Adam M	Draft report presented to April Council Briefing, final report to June Council Meeting.
Playground Replacement Equipment Program	\$22,000	\$13,347	\$7,470	\$20,817	\$1,183	\$22,000		Inoka/RR	Works completed.
Playground Replacement Equipment Program	\$20,000	\$20,000		\$20,000	\$0	\$20,000		flood	Project Complete.
Calemben Park Creswick Tower Relocation	\$108,403	\$0	\$0	\$0	\$108,403	\$0	\$103,953	Adam M	Heritage application submitted
Bushfire Memorial - Daylesford Community Park	\$66,038	\$59,033	\$91	\$59,124	\$6,914	\$66,038		Adam M	Complete
Bullarto Railway Track Repair	\$50,000	\$20,000	\$0	\$20,000	\$30,000	\$50,000		Kathleen B	Invoice received from Daylesford Spa Country Railway. \$20,000 paid, balance to be paid June.
Swimming Pool Upgrade - Trentham, Clunes, Daylesford	\$107,075	\$80,017	\$0	\$80,017	\$27,058	\$107,075		Laura C	Complete
Calambeen Park Walking track	\$23,825	\$21,394	\$2,520	\$23,914	-\$89	\$23,825		Laura C	Complete
Old shelter at Calemben Park	\$16,610	\$16,454	\$0	\$16,454	\$156	\$16,454	\$0	Adam M	Complete
Skate Park Improvement Program	\$4,000	\$4,000	\$0	\$4,000	\$0	\$4,000		Laura C	Complete
Wombat Gardens Irrigation Bore / Power	\$12,834	\$12,251	\$0	\$12,251	\$583	\$12,251		Darren/PC	Acquitted to budget and Grant audited. Lid for sump still to be ordered.

Financials	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Actuals + Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward	PROJECT MANAGER	COMMENTS
PLANT & EQUIPMENT									
Works Plant & Equipment	\$1,322,670	\$720,921	\$119,316	\$840,237	\$482,433	\$720,921	\$601,749	Kevin C	Program of purchasing commenced 2 trucks and jet patcher.
Passenger & Commercial Fleet	\$403,000	\$1	\$174,665	\$174,665	\$228,335	\$100,000	\$303,000	Kevin C	Quotes and analysis of FBT commenced. Purchasing to begin after agreement on draft Motor Vehicle Policy.
Corporate Information System	\$313,536	\$281,479	\$252	\$281,869	\$31,667	\$303,778	\$9,758	Chris W	Project completed. \$9758 C/F for TRIM port of OO docs. Leaves surplus of \$23536 - suggest use for Assets and P&R training
IT Hardware & Equipment	\$69,000	\$7,051	\$16,191	\$23,243	\$45,757	\$52,000		Chris W	3 rounds of Hardware leasing. Current estimate to June 30 \$52000
OTHER									
Creswick Flood Mitigation Plan Implementation	\$650,000	\$64,101	\$89,288	\$153,388	\$496,612	\$255,000	\$395,000	Peter D	EPBC permit has been approved. Works have commenced for tree removal Design for North Parade to go to briefing, bridge design commenced and quotes received for levvee's Semmens Crt and Cushing Ave
Anne Street removal of AC in Road Reserve	\$6,500	\$6,042	\$0	\$6,042	\$458	\$6,042		Graeme	Works completed.
Calambeen Park special projects	\$35,723	\$14,283	\$2,000	\$16,283	\$19,440	\$16,283	\$0	Laura C	Complete
Wayfinding Initiative Clunes Talbot Creswick	\$15,000	\$1,500	\$12,150	\$13,650	\$1,350	\$1,500	\$13,500	Adam	Design completed, signage to be installed in August 2013
Smeaton Bowling Club Risk Mitigation Works	\$10,000	\$10,070	\$0	\$10,070	\$0	\$10,070		Kevin C	Project Completed. Bowls club to pay an additional \$6K contribution for the additional costs.
Trentham Spudfest Event Funding	\$5,000	\$4,731	\$0	\$4,731	\$269	\$5,000		John C	Implemented by Eco Dev & Tourism - Events Coordinator In May. MOU in place. Funding already claimed. Bec checking GST issue.
Small Town Tracks & Trails (mapping)	\$44,600	\$2,395	\$25,032	\$27,427	\$17,173	\$29,500		Kathy R	Project Complete
Industrial Land Study	\$40,000	\$0	\$0	\$0	\$40,000	\$0	\$40,000	Justin F	Project Plan originally had \$30,000. Formal announcement from Minister including approval to proceed further. State Govt funding received (\$40,000) and brief finalised for advertising early April. EOI's have been submitted. To be assessed and
Regional Victoria Living Expo	\$20,000	\$12,073	\$0	\$12,073	\$7,927	\$12,073	\$7,927	John c	Event complete. Final acquittal sent to RDV. Remainder requested for carry forward as budget bid was unsuccessful.
RV Friendly Town (Parking & Dump)	\$7,500	\$8,725	\$0	\$8,725	-\$1,225	\$8,725		John C	Completed and operational with maintenance contract in place. Overspend to come from Regional Tourism - 000380.
Tree Maintenance & Removal	\$43,000	\$57,948	\$213	\$58,161	-\$15,161	\$65,000		J Beer	Ongoing project throughout the year. Works are currently online with expected expenditure.
Publication Quality Photography	\$2,500	\$2,273	\$0	\$2,273	\$227	\$2,273	\$0	John C	Project complete
Goldfield Heritage Region	\$10,167	\$0	\$0	\$0	\$10,167	\$0	\$0	John C	\$50,000 moved to Doug Lindsay Resurfacing Project. Scope to be defined. Advice from Chris Meddows-Taylor(Central Goldfields) asks for funding to be held pending agreement on governance and delivery model development. No further advice received. Suggest we plan to carry this forward to 2013/14. Funding withdrawn?
Public Health & Wellbeing Plan	\$10,000	\$0	\$1,080	\$1,080	\$8,920	\$1,080	\$8,920	Terry C	Preparation of plan underway to be completed by end of September 2013.
Planning Panels - Hepburn Planning Scheme	\$25,000	\$0	\$0	\$0	\$25,000		\$25,000	Justin F	Awaiting exhibition of amendment. Amendment is being exhibited and will close 17 May 2013. Submissions will then be considered and dependant on submissions, a panel may then be appointed.
Planning Panels - Significant Tree Register	\$5,000	\$0	\$0	\$0	\$5,000		\$5,000	Justin F	Delayed due to advice from DPCD
Rural Land Use Review & Strategy	\$25,000	\$0	\$0	\$0	\$25,000		\$25,000	Justin F	Brief being developed for EOI. See comment re milestones. Quotations being received on review and update of documentation, one quote received, awaiting second quote. Brief sent out to consultants, March to be evaluated early April. Initial quotes in excess of budget, awaiting additional quotes.
Transport Trial for Glenlyon	\$20,000	\$95,000	\$0	\$95,000	\$0	\$95,000		Adam	Complete

Financials				Actuals +				PROJECT	COMMENTS
	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward	MANAGER	
Chinese Sister City	\$10,000	\$7,355	\$0	\$7,355	\$2,645	\$7,419	\$2,581	John C	In March, Council approved carry forward of remaining funds to 2013/14.
Bio-energy Pilot Study	\$20,000	\$69	\$20,773	\$0	\$20,000		\$20,000	John V	Consultants Pitt & Sherry are expected to complete study in mid July
Daylesford Brass Band * Creswick Municipal Band	\$3,000	\$3,027	\$0	\$3,027	-\$27	\$3,000		Kathleen B	Completed.
BMX Track Completion - Trentham	\$20,000	\$20,000	\$0	\$20,000	-\$0	\$20,000		Jane B	Survey of site and levelling completed. Track construction complete. Shelter construction complete. Bubbler permit granted. Awaiting contractor to bore holes for plumbing contractor to install bubbler. Sand and mulch onsite. Signage and bike rack yet to be to be installed. All expenditure committed.
Backflow Metres to Reserves & Commercial Buildings	\$33,000	\$37,038	\$0	\$37,038	-\$4,038	\$37,038		Richard R	Completed.
Wombat Trail Stage 1 (Project 15)	\$45,000	\$0	\$0	\$0	\$45,000	\$0	\$15,000	Darren	Grant Applied For 21/08/2012 .Dates assume Grant received.2013/14. Advice received that grant application unsuccessful.
Lindsay Arts Trail - Stage 3 Design	\$64,809	\$30,780	\$31,663	\$62,443	\$2,366	\$64,809		Kathleen B	\$24,000 Carry Forward \$40,000 State Government Funds. Consultant engaged, inception workshop held. Design documentation and Council briefing scheduled 14/05/2013. Milestone 2 report submitted to RDV and payment approved.
Lindsay Arts Trail - Stage 4 Construction (Council \$)	\$200,000	\$0	\$0	\$0	\$200,000	\$0	\$200,000	Kathleen B	\$100,000 Council Funding
Freight strategy	\$3,145	\$3,415	\$0	\$3,415	-\$270	\$3,415		Richard R	Strategy adopted by Council
HPV Vaccination Program	\$2,795	\$415	\$0	\$415	\$2,380	\$415	\$2,380	Terry C	80% completed. Program will be completed by end of 2013.
Bushfire planning provisions	\$100,804	\$106,923	\$0	\$106,923	-\$6,119	\$100,804		Justin F	Two amendments complete, seeking authorisation, while structure plan technical reports are being finalised, final report received from consultant. Council Report to go to April meeting of Council. S tate Govt funding expended, position extended until 3 May 2013 to complete projects, funding from salary savings. Reports delayed due to staff leave, possibly June meeting or July.
Neighbourhood Safer Places - Hepburn	\$232,947	\$219,734	\$36	\$219,770	\$13,177	\$224,717		Eric W	Complete
Victorian Local Sustainability Accord project	\$44,737	\$15,546	\$13,966	\$29,512	\$15,225	\$38,000	\$6,737	John V	Building energy Audit completed & report with recommendations provided to Council. Review building retrofit options. EcoMaster have been awarded the contract to retrofit weather sealing measures at the Daylesford Town Hall and VIC with all works expected to be completed by June 2013
MSS Review	\$19,327	\$0	\$0	\$0	\$19,327	\$0	\$19,327	Justin F	MSS is on exhibition until 17 May 2013. Extra consultant fees to be paid at end of corrections during 2013.
HACC special projects	\$12,331	\$10,683	\$0	\$10,683	\$1,648	\$12,331		Scott K	Remaining money spent by 30th June 2013.
HACCPAC Mobile	\$52,646	\$5,929	\$24,885	\$30,814	\$21,832	\$25,000	\$27,646	Scott K	Business case complete. Payment Plan as follows \$5,500 first payment as per signed letter of engagement - Project 50% complete - 40% less initial deposit. Project 90% complete - 30% less initial deposit. Project 100% complete - remaining 30% less initial deposit.
HACC Seeding Training Grant	\$12,317	\$0	\$0	\$0	\$12,317	\$12,317	\$0	Scott K	Monies to be transferred to Moorabool Shire by 30th June 2013
HACC Bushfire Preparedness	\$12,516	\$9,020	\$0	\$9,020	\$3,496	\$9,020	\$0	Scott K	Monies to be transferred to new Vulnerable client recurrent funding by 30th June 2013
HACC staff & IT support, Minor Capital funding	\$25,761	\$17,683	\$4,405	\$22,087	\$3,674	\$20,000	\$0	Scott K	Monies spent by 30th June 2013
Trentham Library	\$40,707	\$40,152	\$0	\$40,152	\$555	\$40,707		Kathleen B	Library open, any remaining funds to purchase furniture, signage
Vic Park Review	\$15,000	\$15,000	\$0	\$15,000	\$0	\$15,000		Kathleen B	Final report received, report to Council re next steps Nov 2012
Preschools Project	\$26,349	\$0	\$0	\$0	\$26,349	\$16,349	\$10,000	Kathleen B	Funds to be used for development of Municipal Early Years Plan. RFQ brief completed, quotes to be sought.

Financials								PROJECT MANAGER	COMMENTS
	Revised Budget	Actuals 31/5/2013	Committ- ments 31/5/2013	Actuals + Committ- ments 31/5/2013	VARIANCE	Expected June 30 Forecast	Estimated Carryforward		
Celebrating 150 years of Local Government	\$8,662	\$8,662	\$0	\$8,662	\$0	\$8,662		Tegan L	Project Complete
LEAP	\$2,090	\$2,090	\$0	\$2,090	-\$0	\$2,090		Tegan L	Project Complete
Significant Tree Register	\$5,000	\$0	\$0	\$0	\$5,000		\$5,000	Justin F	Ready for exhibition, exhibited Feb and March, delayed until June due to splitting up amendment into three sections as per DPCD advice, alterations being made to amendment following review by Council's heritage advisor.
Economic Development Strategy implementation	\$14,142	\$10,322	\$1,364	\$11,685	\$2,457	\$12,000	\$0	John C	NBN Workshops. Business skills research. Shire-wide Social media for business workshops. TIRF application. Final funding \$2,457 for Eco Dev Statistical summary.
Daylesford PAG modifications	\$65,303	\$19,508	\$7,495	\$27,003	\$38,300	\$65,303		Inoka	Internal works commenced 4 April and completed 29 April. Cheapest quote for external works is \$58k, remaining budget is \$38k. Potential to use drainage funds.
Community Infrastructure Planning Trentham	\$10,000	\$12,104	\$9,941	\$22,045	-\$12,045	\$25,000	\$15,000	Kathleen B	\$30,000 funding secured from DPCD. Variation approved - revised project completion date December 2013. Consultant appointed 26/2/2013 & inception meeting held. Building condition reports and initial consultation completed.
Advancing Country Towns	\$364,447	\$112,373	\$1,220	\$113,593	\$200,764	\$178,000	\$186,447	Mark H	See comments below
→ Social Media Resident Attraction Project		\$9,090		\$9,090				Mark H	Project completed, following 2012 Regional Victoria Expo
→ Tourism Management Plan		\$0	\$35,000	\$35,000					Project being delivered directly by Ballarat Regional Tourism. ACT is a project partner in the DMP.
→ Residential Land Analysis		\$6,000		\$6,000				Mark H	Project complete, Report provided by TGM
Revegetation of Roadsides	\$50,000	\$0	\$4,500	\$4,500	\$45,500	\$15,000	\$35,000	Dale T	Plant orders underway.
Grazing Pilot Trial for Weed Control	\$10,000	\$0	\$0	\$0	\$10,000	\$0		Dale T	budget withdrawn.
Contribution to Landcare Groups	\$24,000	\$0	\$0	\$0	\$24,000	\$24,000		Dale T	Groups identified. Grants to be made available when previous grants acquitted by groups; 10 out of 13 acquittals received to date.
Sustainability Community Grants	\$13,000	\$10,000	\$0	\$10,000	\$3,000	\$13,000		John V	Grants applications closed 2nd Nov, assessed 28th Nov, Grants awarded Jan 2013, projects completed Nov 2013
Other & Sustainability Rebate	\$12,000	\$600	\$0	\$600	\$11,400	\$600		Dale T	Rate rebate in an unresolved loop between Council and ESAC - probably wont be spent this FY. \$6,000 allocated for Local Government Energy Efficiency program co contribution. Budget withdrawn
HMSR Victorian Mineral Water Committee									
Mineral Springs Lake Daylesford Bore	\$159,594	\$84,768	\$14,500	\$99,268	\$60,326	\$99,268	\$60,326	Sue H/Darren	Bore hole failed. Balance of DSE funding being used for landscaping works at Sutton Spring.
HMSR Parking & Traffic Strategy	\$15,500	\$16,640	\$425	\$17,065	-\$1,565	\$17,065		Richard R	Consultation complete. Strategy completed and adopted by Council Feb 2013 Council meeting.
Hepburn Springs Pedestrian Strategy Implementation	\$25,000	\$165	\$0	\$165	\$24,835		\$24,835	Richard R	Design for entrance completed, awaiting fiish of wall before works can commence
Lake Daylesford Central Springs Master Plan	\$6,618	\$6,200	\$0	\$6,200	\$418	\$6,200		Sue H	Masterplan adopted 20/11/12 Council meeting.
HSMR replace concrete channel (+ flood contribution)	\$38,940	\$0	\$0	\$0	\$38,940	\$38,940		Sue H	Works commenced, Flood Office Raised Purchase order
Hepburn Emergency Bore	\$44,181	\$32,748	\$0	\$32,748	\$11,433	\$32,000		Darren	Construction completed and old bore capped.
Total Budget	\$16,690,791	\$9,628,442	\$2,367,292	\$11,975,030	\$4,382,365	\$12,608,619	\$3,927,907		

10.5. DRAFT CENTRAL HIGHLANDS REGIONAL GROWTH PLAN CHIEF EXECUTIVE OFFICER

In providing this advice to Council as the Chief Executive Officer, I Aaron van Egmond have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to endorse the draft Central Highlands Regional Growth Plan.

BACKGROUND

Regional growth plans are being prepared for Victoria's eight regions as the next stage of planning for growth and change across Victoria.

The regional growth plan supports implementation of state planning policy and strategies (e.g. bushfire planning policy) and guides land use planning at the regional level. It also informs decision making by a range of agencies regarding future investment within the region.

The regional growth plan will not provide localised direction; this is the ongoing role of Council in statutory and strategic planning functions for its community. The plan is intended to be implemented through the planning scheme.

The Central Highlands Regional Growth Plan is being developed in partnership between local government, state agencies and authorities. All councils in the Central Highlands region are represented on the plan's Project Steering Committee and Technical Working Group.

The Central Highlands Regional Growth Plan will provide land use planning responses to the strategic directions and actions identified in the Central Highlands Regional Strategic Plan. This plan identified the need to undertake regional scale planning strategies to provide a common approach to land use issues affecting the Central Highlands region.

The Central Highlands Regional Growth Plan has been prepared to provide broad regional directions for land use. It identifies:

- a) where future development of a regional scale will be supported and where it will not.
- b) opportunities for growth and change.
- c) important regional environmental, economic, community and cultural resources to be preserved, maintained or developed.

- d) key regional priorities for future infrastructure planning and investment to support growth

ISSUE / DISCUSSION

The regional growth plan is being developed over a two year period and includes opportunities for community input.

The project includes the following broad phases:

1. Data review and issues paper preparation
2. Preparation of strategic land use directions (including public consultation on a strategic directions brochure)
3. Preparation of a draft Central Highlands Regional Growth Plan and supporting background report
4. Public consultation on a draft Central Highlands Regional Growth Plan
5. Finalisation of the regional growth plan
6. Submission of the final plan to the Minister for Planning.

The project has now reached phase 4.

Strategic Directions Brochure and Consultation

Councils, the Department of Planning and Community Development (DPCD) and other key stakeholders have explored various ideas and issues and how and where growth should occur in order to establish the plan's proposed strategic directions.

The Project Steering Committee endorsed a brochure for consultation purposes in July 2012 which included proposed planning principles and a concept plan for regional growth.

The project team completed a one month community consultation phase in August 2012, inviting comments from the community on the brochure. This included a website, phone interviews, online feedback form, newspaper advertisements and a mail out to stakeholders.

Feedback was provided by councils, agencies, business and the community. Comments centred around themes such as sustainability, levels of growth, ensuring locations of (growth) towns are appropriate having regard to environmental and infrastructure assets, the role of agricultural land and rural residential development, infrastructure and transport. There were no significant concerns raised with the proposed direction for the Central Highlands Regional Growth Plan.

Feedback on issues such as rural residential development, the importance of employment opportunities and the need to clarify levels of proposed growth

were all explored in further detail and informed the development of the draft Central Highlands Regional Growth Plan.

Outcomes from the consultation period were reported back to the Project Steering Committee to help inform the direction of the Central Highlands Regional Growth Plan.

Draft Central Highlands Regional Growth Plan

The draft Central Highlands Regional Growth Plan addresses the following matters:

- a) Economic development – this includes rural land use, industry, energy, tourism and commercial activity.
- b) Environment – this includes landscapes, heritage, water, natural hazards, risks and key assets
- c) Settlement – this includes identifying the regional settlement network, planning for key towns and managing smaller and rural settlements.
- d) Infrastructure – this includes transport, social infrastructure and utilities.

The principles guiding the direction of the draft Central Highlands Regional Growth Plan are:

- a) Population growth should be planned in sustainable locations throughout the region.
- b) The region's economy should be strengthened so that it is more diversified and resilient.
- c) The region should capitalise on its close links with other regions and cities.
- d) The development of sustainable and vibrant communities should be supported by enhancing the level of access to key services.
- e) Land use patterns, developments and infrastructure should make the region more self-reliant and sustainable.
- f) Planning for growth should be integrated with the provision of infrastructure.
- g) The region's land, soil, water and biodiversity should be managed, protected and enhanced.
- h) Long term agricultural productivity should be supported.
- i) The importance of cultural heritage and landscapes as economic and community assets should be recognised.

The plan includes discussion on the major infrastructure needs of the Central Highlands region.

The draft Central Highlands Regional Growth Plan has been considered and endorsed by the Project Steering Committee to proceed to public consultation.

Highlights in the regional growth plan related to Hepburn Shire include:

- a) Identifying Hepburn as a significant contributor to the Victorian economy as an iconic tourism precinct (health and wellbeing, culture and goldfields).
- b) Identifying Creswick as an attractive regionally significant town with heritage appeal close to Ballarat, attracting growth.
- c) Recognising Clunes as regional centre for tourism and culture with its strong heritage focus.
- d) Identifying Daylesford's role as a key regional town providing sub-regional services with strong links to Hepburn, Trentham, Musk Vale Eganstown and Glenlyon, and more widely Ballarat and Bendigo.
- e) Supporting ongoing growth in Daylesford and Clunes, which is expected to be of a limited scale focusing on infill development.
- f) Recognising that Creswick and Daylesford may require additional industrial land to support employment and that further planning is required for these uses.
- g) Noting the strong links between the east of the Shire and the Calder Highway corridor.
- h) Recognising regionally significant agricultural, environmental and landscape assets and focusing growth accordingly.
- i) Identifying the need for enhanced transport options to support the Shire and its tourism industry.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

The preparation of the Draft Central Highlands Regional Growth Plan supports Key Strategic Activity 14 in the Council Plan 2013-2017:

Monitor and update planning scheme to meet the future needs of the community by providing a range of opportunities across the full suite of zones.

FINANCIAL IMPLICATIONS

None noted

RISK IMPLICATIONS

None noted

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The Draft Central Highlands Regional Growth Plan has been guided by the following principals:

- Population growth should be planned in sustainable locations throughout the region.
- The region's economy should be strengthened so that it is more diversified and resilient.
- The region should capitalise on its close links with other regions and cities.
- The development of sustainable and vibrant communities should be supported by enhancing the level of access to key services.
- Land use patterns, developments and infrastructure should make the region more self-reliant and sustainable.
- Planning for growth should be integrated with the provision of infrastructure.
- The region's land, soil, water and biodiversity should be managed, protected and enhanced.
- Long term agricultural productivity should be supported.
- The importance of cultural heritage and landscapes as economic and community assets should be recognised.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Draft Central Highlands Regional Growth Plan will be subject to a one month engagement period commencing on 3 June 2013 and ending on 5 July 2013. Consultation will include advertising in newspapers, letters to key stakeholders, information on DPCD and council websites inviting feedback and information being available at DPCD and council offices.

Submissions will be considered by the project team and recommended changes to the plan will be referred to the Project Steering Committee

CONCLUSION

The Draft Central Highlands Regional Growth Plan has now been prepared by the project team, having regard to feedback on preliminary draft plans provided by councils and key agencies. Submissions are now being sought by the public.

OFFICER'S RECOMMENDATION

10.5.1 That Council endorses the Draft Central Highlands Regional Growth Plan

MOTION

10.5.1. That Council endorses the Draft Central Highlands Regional Growth Plan.

Moved: Councillor Don Henderson

Seconded: Councillor Pierre Niclas

Carried.

**ATTACHMENT 6 - DRAFT CENTRAL HIGHLANDS REGIONAL GROWTH
PLAN
(Issued Under Separate Cover)**

10.6. REVIEW OF THE DELEGATION FOR CLUNES MUNICIPAL PURPOSES RESERVE SPECIAL COMMITTEE

COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF MANAGEMENT FOR THE CLUNES MUNICIPAL PURPOSES RESERVE

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Risk and Property, I Grant Schuster have no interests to disclose in this report.

PURPOSE

The purpose of this report is to review and consider revoking the delegation for the Clunes Municipal Purposes Reserve Committee of Management (special committee) appointed under section 86 of the *Local Government Act 1989* (the Act).

BACKGROUND

The Clunes Municipal Purposes Reserve Committee of Management (special committee) was established by Council to manage and control the Clunes Town Hall, Court House, Supper Room and Kitchen. The current instrument of delegation expires on 31 July 2013.

The committee has not been meeting its governance requirements since 2010 and has not had a full committee since February 2012.

ISSUE / DISCUSSION

It is proposed to discontinue the Clunes Municipal Purposes Reserve Committee on 31 July 2013 and to move responsibility for managing bookings and the facilities to Council officers.

The Clunes Community and Interpretive Centre (CCIC) staff will manage general facility matters and bookings for both regular and casual users, while building maintenance will be managed by the Infrastructure team. Prior to the CCIC opening, bookings will be managed by Council's customer service officers based in Creswick and Daylesford.

The fees and charges for the Clunes Town Hall, Court House, Supper Room and Kitchen will be set by Council and are the subject of a separate report for this meeting.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Under the Act, Council is required to review all delegations to special committees within 12 months of a general election (i.e. by 27 October 2013).

FINANCIAL IMPLICATIONS

Existing Council staff and the new staff (already proposed) at the Clunes Community and Interpretive Centre will be responsible for managing this facility. Council will have increased operating costs of the buildings, but will also have the additional revenue from users. As such there will be minimal financial impact on Council.

The bank balance (approximately \$10,000) held by the special committee at 31 July 2013 will be transferred back to Council. Council officers will work with current members to agree a plan of prioritised maintenance works to be completed using those funds.

RISK IMPLICATIONS

The current special committee is not meeting its governance requirements under the *Local Government Act 1989* and therefore Council is non-compliant. Disbanding the special committee will resolve this non-compliance.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The opening of the CCIC will provide an opportunity to reinvigorate the involvement of community volunteers in the facilities in Clunes. Managing the bookings for both the CCIC and the Clunes Municipal Purposes Reserve from the CCIC will enable the community to use the most appropriate facility for their needs.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

These proposed changes to the operation of the Clunes Municipal Purposes Reserve have been discussed with representatives of the special committee. Although they are still keen to be involved, the representatives recognised the benefits of discontinuing the special committee.

CONCLUSION

It is proposed that Council disbands the Clunes Municipal Purposes Reserve Committee of Management (special committee) and manages the operation of the facility using Council staff from 31 July 2013.

OFFICER'S RECOMMENDATION

That Council:

- 10.6.1 Resolves to revoke the instrument of delegation in place to the Clunes Municipal Purposes Reserve Committee of Management (Special Committee) on 31 July 2013, and also to disband the special committee at that time.

- 10.6.2 Authorises officers to work with the members of the special committee to transfer all assets back to Council at 31 July 2013 and implement an agreed schedule of works at the Clunes Municipal Purposes Reserve funded by the cash assets.

MOTION

That Council:

- 10.6.1. Resolves to revoke the instrument of delegation in place to the Clunes Municipal Purposes Reserve Committee of Management (Special Committee) on 31 July 2013, and also to disband the special committee at that time.*

- 10.6.2. Authorises officers to work with the members of the special committee to transfer all assets back to Council at 31 July 2013 and implement an agreed schedule of works at the Clunes Municipal Purposes Reserve funded by the cash assets.*

Moved: Councillor Neil Newitt

Seconded: Councillor Kate Redwood

Carried.

Councillor Don Henderson left the meeting at 7:12 pm and returned to the meeting at 7:14 pm.

**10.7. REVIEW OF DELEGATION FOR CLUNES MUSEUM SPECIAL COMMITTEE, GOVERNANCE STRUCTURE FOR THE CLUNES COMMUNITY AND INTERPRETIVE CENTRE, AND PROPOSED LICENCE FOR THE CLUNES MUSEUM
GENERAL MANAGER CORPORATE SERVICES**

In providing this advice to Council as the Manager Risk and Property, I Grant Schuster have no interests to disclose in this report.

PURPOSE

The purpose of this report is to review the delegation for the Clunes Museum Special Committee appointed under section 86 of the *Local Government Act 1989* ('the Act'). The review considers a proposed operating and governance structure for the Clunes Community and Interpretive Centre (CCIC) and a proposed licence for the future operation of the Clunes Museum in the CCIC.

BACKGROUND

The Clunes Museum Special Committee was established by Council to manage and control the Clunes Museum and collection in Fraser Street, Clunes. Given that the Clunes Museum is undergoing a significant redevelopment and transformation into the CCIC, the operation of the site will change. The key change is that the site will be occupied for a number of concurrent purposes, and not just as a museum. As such, exclusive use by the Clunes Museum, in its current form, will not work.

ISSUE / DISCUSSION

The development of the CCIC presents an opportunity to bring together a range of community and council services in the one facility. The facility will have a mix of Council staff and volunteers delivering services including:

- Library
- Museum collection, displays and research
- Visitor information services
- Customer service
- Exhibitions
- Community activities

In order to create a facility which is valued and utilised by the community and efficient for Council, a range of governance and operational models were considered. A proposed operating and governance structure has been developed for consideration, as attached.

The proposed operating and governance structure includes the following key parts:

- Council staff reporting through the Coordinator Libraries (existing position), responsible for day to day operation of the CCIC, including coordination of volunteers and staff. It is also proposed that these staff members manage the Clunes Municipal Purposes Reserve (Town Hall, Supper Room and Court House), which is currently a special committee that does not have sufficient members and has not met a number of governance requirements in the past couple of years.
- A licence to an incorporated association to operate the Clunes Museum, including managing the museum collection, undertaking research services and utilising space within the CCIC for the purpose of displaying the collection.
- A special committee with community, volunteer, museum and Council staff representatives and the Ward Councillor as chair. This committee will be established for the purpose of overseeing the direction and use of the CCIC for a diverse range of community activities. The committee would review, plan and implement projects and activities to achieve activation of the CCIC facilities.

In addition to the proposed structure, the following two alternative options have been considered:

- Council having full control, but having an Advisory Committee in place. The concern with this is that community members on the Advisory Committee will be reporting to Council, rather than being connected to the programming and activities at the CCIC, which can be achieved by having a special committee.
- Council delegating all control to a special committee, which would be responsible for employing staff. The concern with this structure is how library and customer service delivery will be managed in line with other council sites.

The proposed structure will achieve some of the benefits of these two alternative options, without the weaknesses.

The proposed structure (as attached) is presented for Council's endorsement.

The proposed instrument of delegation for the special committee will be considered by Council at a later meeting.

Clunes Museum - Transition from Special Committee to Licence

In order to implement the proposed structure for the CCIC, a licence is proposed to formally agree the terms and conditions for the Clunes Museum to have non-exclusive occupancy in the CCIC. In addition, the current delegation to the Clunes Museum Special Committee needs to be revoked and the committee disbanded.

The draft licence for operation of the Clunes Museum is attached. The licence articulates responsibilities, costs and expectations for both Council and the licensee. It is proposed for the new licence to commence from 1 July 2013.

The proposed licensee is the William Barkell Memorial Arts & Historic Centre Inc. This incorporated association ran the Clunes Museum prior to council amalgamations and has continued as an incorporated association which manages the volunteers at the Clunes Museum.

The assets of the Clunes Museum Special Committee must also be considered. In disbanding the special committee, all the assets under its control revert back to Council. The right to manage the physical collection and assets is included in the new licence. However, the bank balance held by the special committee will need to be dealt with separately. It is proposed that Council provides the cash held by the Clunes Museum Special Committee to the William Barkell Memorial Arts & Historic Centre Inc as a one-off *ex gratia* grant with the proviso that the funds are spent on managing the collection and developing exhibitions and displays in the new CCIC. It is noted that the Clunes Museum Special Committee contributed \$50,000 towards the CCIC.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Under the Act, Council is required to review all delegations to special committees within 12 months of a general election (i.e. by 27 October 2013).

Council has the power to enter into licences for property under Sections 3E and 3F of the *Local Government Act 1989*.

FINANCIAL IMPLICATIONS

Entering into this licence will have no change to what is included in the 2013-2014 budget in relation to the operation of the CCIC. The licence articulates the current expectation that Council will be responsible for most operating costs at the CCIC.

The licence has an annual fee of \$104+GST per year.

The licence outlines responsibilities for costs and rights to income from the CCIC. In changing from a special committee in a solely occupied building to a licence in the multi-use building, Council will take responsibility for utility costs and will receive the income from general museum entries.

RISK IMPLICATIONS

The licence to operate the Clunes Museum provides non-exclusive access to the CCIC and so will not exclude other activities or uses.

The governance and operational structure has been developed with the aim of creating a valuable multi-use facility where Council staff and community members work closely together.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The CCIC will provide improved library, visitor information, museum, community spaces and customer services in Clunes. It is anticipated that this will result in additional social and economic benefits in Clunes.

Formalising the arrangements for the ongoing operation of the Clunes Museum is an important step towards achieving this.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Council officers have engaged internally (with staff) and externally (with the CCIC Community Reference Group and the Clunes Museum Special Committee) in relation to options for establishing new governance arrangements at the Clunes Museum. Representatives of the Clunes Museum are supportive of the proposed licence.

CONCLUSION

The proposed governance and operating structure for the Clunes Community and Interpretive Centre is presented for endorsement by Council. In addition, the licence for the William Barkell Memorial Arts & Historic Centre Inc is proposed together with revoking the delegation to the Clunes Museum Special Committee and granting the cash assets to the William Barkell Memorial Arts & Historic Centre Inc.

OFFICER'S RECOMMENDATION

That Council:

- 10.7.1 Endorses the proposed Governance and Operating Structure for the Clunes Community and Interpretive Centre.
- 10.7.2 Resolves to revoke the instrument of delegation in place for the Clunes Museum Committee of Management (Special Committee) on 1 July 2013, and also to disband the special committee at that time.
- 10.7.3 Grants the William Barkell Memorial Arts & Historic Centre Inc a three year licence to occupy the Clunes Community and Interpretive Centre and manage the museum collection commencing 1 July 2013.
- 10.7.4 Resolves to provide the cash assets held by the Clunes Museum Committee of Management (Special Committee) as at 1 July 2013 to the William Barkell Memorial Arts & Historic Centre Inc as an ex gratia grant to be used solely for the purposes of managing and conserving the museum collection, including the development of exhibitions and displays in the Clunes Community and Interpretive Centre.
- 10.7.5 Authorises the Chief Executive Officer and the Mayor to sign and seal the licence

MOTION

That Council:

- 10.7.1. Endorses the proposed Governance and Operating Structure for the Clunes Community and Interpretive Centre.*
- 10.7.2. Resolves to revoke the instrument of delegation in place for the Clunes Museum Committee of Management (Special Committee) on 1 July 2013, and also to disband the special committee at that time.*
- 10.7.3. Grants the William Barkell Memorial Arts & Historic Centre Inc a three year licence to occupy the Clunes Community and Interpretive Centre and manage the museum collection commencing 1 July 2013.*
- 10.7.4. Resolves to provide the cash assets held by the Clunes Museum Committee of Management (Special Committee) as at 1 July 2013 to the William Barkell Memorial Arts & Historic Centre Inc as an ex gratia grant to be used solely for the purposes of managing and conserving the museum collection, including the development of exhibitions and displays in the Clunes Community and Interpretive Centre.*
- 10.7.5. Authorises the Chief Executive Officer and the Mayor to sign and seal the licence.*

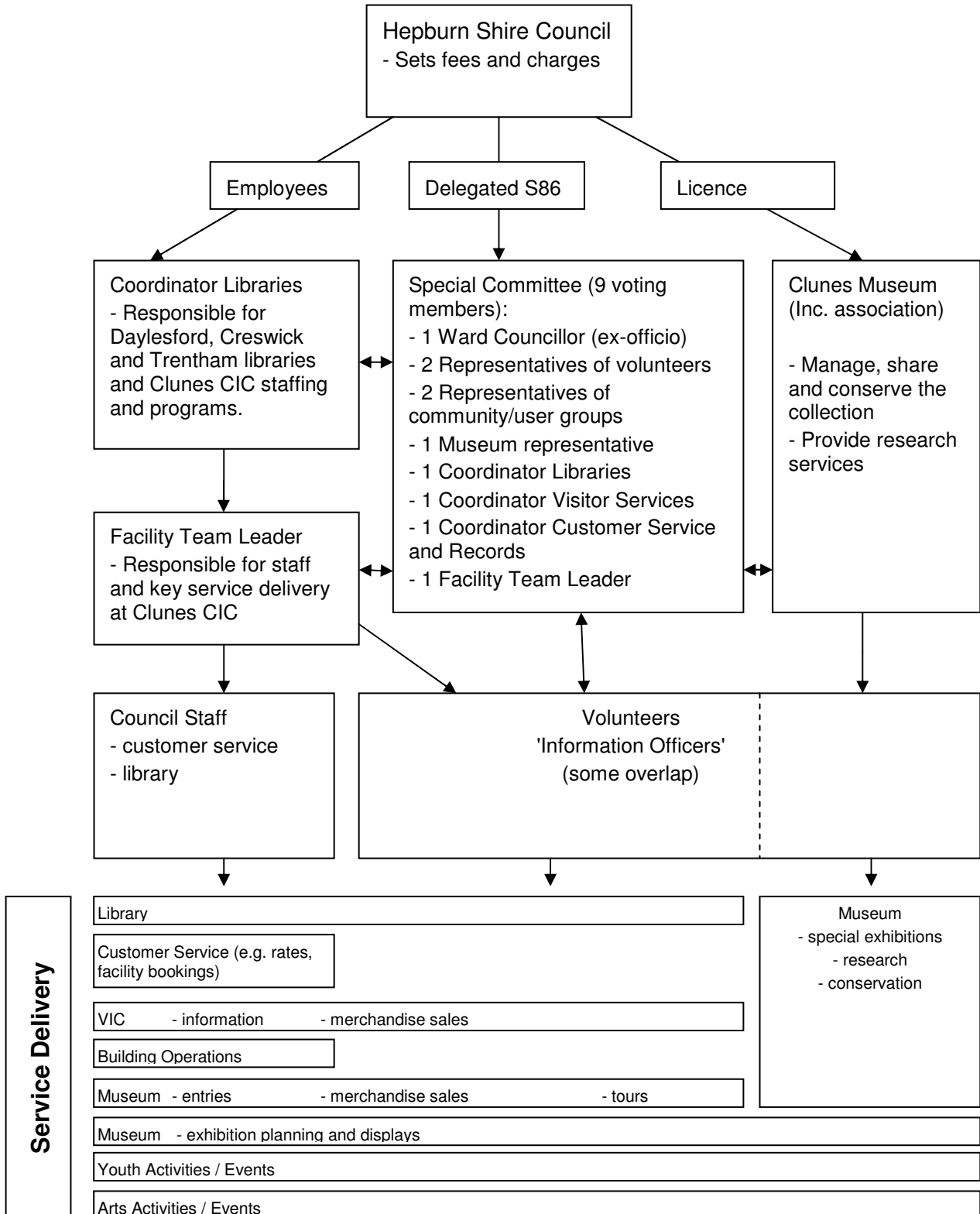
Moved: Councillor Neil Newitt

Seconded: Councillor Greg May

Carried.

**ATTACHMENT 7 - PROPOSED OPERATING AND GOVERNANCE
STRUCTURE - CLUNES COMMUNITY AND INTERPRETIVE CENTRE**

PROPOSED CCIC OPERATING AND GOVERNANCE STRUCTURE



**ATTACHMENT 8 - DRAFT LICENCE - CLUNES MUSEUM IN THE
CLUNES COMMUNITY AND INTERPRETIVE CENTRE**

Hepburn Shire Council

LICENCE

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is granted subject to the provisions of the *Local Government Act 1989* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

DRAFT

.....
Licensor or Authorised person
Aaron van Egmond, Chief Executive Officer
On behalf of **Hepburn Shire Council**

The Licensee hereby agrees to comply with the terms and conditions of this Licence

.....
Licensee –
Judith Fawcett, President
On behalf of **William Barkell Memorial Arts & Historic Centre Inc**

NOTE:

1	<i>This licence is not valid until it has been executed</i>
2	<i>This licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i>

INDEX

SCHEDULE

PLAN

LICENCE CONDITIONS

- 1 Grant**
- 2 Licensee's Obligations (Positive)**
 - 2.1 Licence fee**
 - 2.2 Rates and Taxes**
 - 2.3 Indemnity**
 - 2.4 Public Liability Insurance**
 - 2.5 Maintenance,**
 - 2.6 Fire Protection Works**
 - 2.7 Condition at Termination**
 - 2.8 Notice of Defects and other matters**
 - 2.9 Compliance with Law**
 - 2.10 Arrears and Interest**
 - 2.11 Further Conditions**
- 3 Licensee's Obligations (Negative)**
 - 3.1 Use of Licensed premises**
 - 3.2 Create nuisance**
 - 3.3 Allow rubbish**
 - 3.4 Hazardous Chemicals**
 - 3.5 Assignment**
 - 3.6 Licensor's Entry**
 - 3.7 Void insurance**
 - 3.8 Erection of Improvements**
- 4 General Conditions**
 - 4.1 Termination upon Default**
 - 4.2 Termination without Default**
 - 4.3 Ownership of Improvements**
 - 4.4 Licensee's Chattels**
 - 4.5 Licensor may remove and dispose of property**
 - 4.6 Licensor's Agents**
 - 4.7 Notices**
 - 4.8 Debt recovery**
 - 4.9 Additional Approvals**
- 5 Definitions**
- 6 Interpretations**

SCHEDULE

ITEM

- 1 **Licence Number: FOL/13/342**
- 2 **Licensor: HEPBURN SHIRE COUNCIL ABN 76 845 763 535**
- 3 **Licensee: WILLIAM BARKELL MEMORIAL ARTS & HISTORIC CENTRE INC (also known as THE CLUNES MUSEUM) Incorporated Association Number A0001234M**
- 4 **Licensee's Address: 36 Fraser Street, Clunes VIC 3370**
- 5 **Commencement Date: 1 July 2013**
- 6 **Term: 3 years**
- 7 **Licence fee: \$104 per annum + GST**
- 8 **Payable: in advance on the commencement date and annually thereafter**
- 9 **Reservation description: Clunes Community and Interpretive Centre building, 36 Fraser Street, Clunes VIC 3370 (the Reserve - as shown on the attached Location Plan)**
- 10 **Licensed premises: an area of the Reserve measuring approximately 350 square metres, as shown on the attached Licence Plan**
- 11 **Area: Approximately 350 sq m**
- 12 **Powers under which licence granted: Sections 3E and 3F *Local Government Act 1989***
- 13 **Specified Purposes:**
 - 13.1 **To manage, conserve and display the Clunes Museum collection in the Clunes Community and Interpretive Centre (subject to special condition 16.9).**
 - 13.2 **To perform research activities for the purposes of the Clunes Museum and as a paid service.**
 - 13.3 **To coordinate volunteers in the Clunes Community and Interpretive Centre in conjunction with Council officers, in order to have integrated volunteer services at the Centre.**
 - 13.4 **To maintain the Clunes Museum's status as an Accredited Museum with Museums Australia (Victoria).**
- 14 **Amount of Public Liability Insurance: NA - covered by Council's policy**
- 15 **Licensor Address: PO Box 21, Daylesford Vic 3460.**
- 16 **Special Conditions:**
 - 16.1 **The Licensee will have one member with voting rights on the Clunes Community and Interpretive Centre Special Committee ('the Special Committee').**

- 16.2.1 The Licensee will have control of the displays and collection within the:**
- **Research room (ground floor);**
 - **Exhibit 1 room (ground floor);**
 - **Exhibit 2 room (ground floor);**
 - **Work Area and kitchenette (ground floor);**
 - **Archive room (ground floor);**
 - **Display Space 1 (first floor); and**
 - **Display Space 2 (first floor) (as shown on the attached Licence Plan).**
- 16.2.2 The Licensee will have shared access to Common Spaces (including reception, stairs, lifts, toilets and interconnecting spaces) (as per the attached Licence Plan).**
- 16.2.3 The Licensee will need to seek approval from the Special Committee or Council officers responsible for room bookings to display items of the collection, as either informal displays or formal exhibitions, in the:**
- **Multipurpose room (ground floor);**
 - **Exhibit 3 room (ground floor),**
 - **Reception area (ground floor);**
 - **Community Activity Space 1 (first floor); and**
 - **Community Activity Space 2 (first floor) (as per the attached Licence Plan).**
- 16.3 The Council officer responsible for the Clunes Community and Interpretive Centre has the power to supervise, direct or control the activities of the Licensee in order to achieve the objectives of the overall Clunes Community and Interpretive Centre.**
- 16.4 The Licensee will be responsible for the costs associated with its equipment, collection conservation, exhibitions and day to day operating costs.**
- 16.5 The Licensor will be responsible for the payment of utilities (water, electricity), building maintenance, cleaning, telephone, internet and photocopier expenses in the Clunes Community and Interpretive Centre.**
- 16.6 The Licensee will be able to set fees and receive revenues for the following:**
- **Research Services.**
 - **Special Exhibitions. It will be required to pay the community hire fee if using spaces which are not under its full-time control, as per special condition 16.2. Alternatively by agreement, the Licensee may be paid a fixed fee for the provision of an exhibition and the Licensor will receive revenues from admissions.**
- 16.7 The Licensor will operate the retail operation at the Clunes Community and Interpretive Centre and receive the associated revenue, including general and group admission to the museum collection and merchandise sales. The Licensee will be able to sell merchandise to the Licensor as stock, subject to the retail requirements of the Clunes Community and Interpretive Centre.**
- 16.8 In addition to the Licenced Area, the Licensee will also be provided with a storage room in the Clunes Town Hall, or an alternate site by agreement, for storage of collection and records for no additional cost.**
- 16.9 The museum collection of artefacts, artworks, photographs and other items including displays and infrastructure in the Clunes Community and Interpretive Centre remain owned by the Licensor. The Licensee is not permitted to acquire/accession or dispose**

of/de-accession assets or items in the collection under this licence without the written permission of the Licensor.

16.10 The Licensor will make a once-off ex gratia grant to the Licensee on commencement of this lease, provided the Clunes Museum Committee of Management (special committee) is disbanded by the Licensor, of an amount equivalent to the cash held by the special committee. These funds are to be used by the Licensee solely for the purposes of managing and conserving the museum collection, including the development of exhibitions and displays in the Clunes Community and Interpretive Centre.

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates and Taxes**

2.2.1 [Deleted]

2.2.2 [Deleted]

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

For activities outside of the Specified Purposes, in clause 13 of the Schedule, indemnify the Council in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, breach of any relevant Special Condition, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith. Note that this does not apply to activities or actions relating to the Specified Purposes.

2.4 **Public Liability Insurance**

The committee and members of the Clunes Museum Inc shall be covered by Hepburn Shire Council's Liability Insurance policy (public liability, products liability and professional indemnity) while they are performing activities on behalf of Hepburn Shire Council in relation to the Specified Purposes, in clause 13 of the Schedule.

If the Clunes Museum Inc wishes to perform other activities outside of the Specified Purposes, it will need to obtain its own public liability insurance policy of those activities (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

<p>'the Hepburn Shire Council, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Council (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'</p>
--

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.5.2 Any items of maintenance requiring council's action are to be reported promptly to the Council officers at the Clunes Community and Interpretive Centre for action.

2.6 **[Deleted]**

2.7 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 **Notice of Defects and other matters**

2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;

- 2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

2.10.1 Pay to the Licensor:-

- 2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do nor cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent or any other person who may have a right to use the Reserve at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose, and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
- 3.6.1.2 inspection; or
- 3.6.1.3 any other lawful purpose.

3.6.2 Notwithstanding 3.6.1 nothing contained herein permits the Licensor or the Licensor's employee or agent or any other person using the Reserve to access, interfere with, or damage the pipeline constructed in the licensed premises.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 *Erection of Improvements*

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 *General Conditions*

4.1 *Termination upon Default*

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the Licensee has failed to comply with any terms or conditions of the Licence, the Licensor may, by notice given to the Licensee, declare that the Licence is cancelled, and upon cancellation the Licensee will not be entitled to any compensation whatsoever.

4.2 *Termination without Default*

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the Licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the Licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the Licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 *Ownership of Improvements*

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 *Licensee's Chattels*

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels will remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels will become the property of the Licensor.

4.5 *Licensor may remove and dispose of Licensee's chattels*

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 *Licensor's Agents*

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 *Notices*

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence will be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 *Debt recovery*

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

5 **Definitions**

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Council**" means the Hepburn Shire Council (its successors in law) and includes the Licensor and each employee and agent of the Council;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Council;

"**person**" includes a body corporate as well as an individual;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 **Interpretations**

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

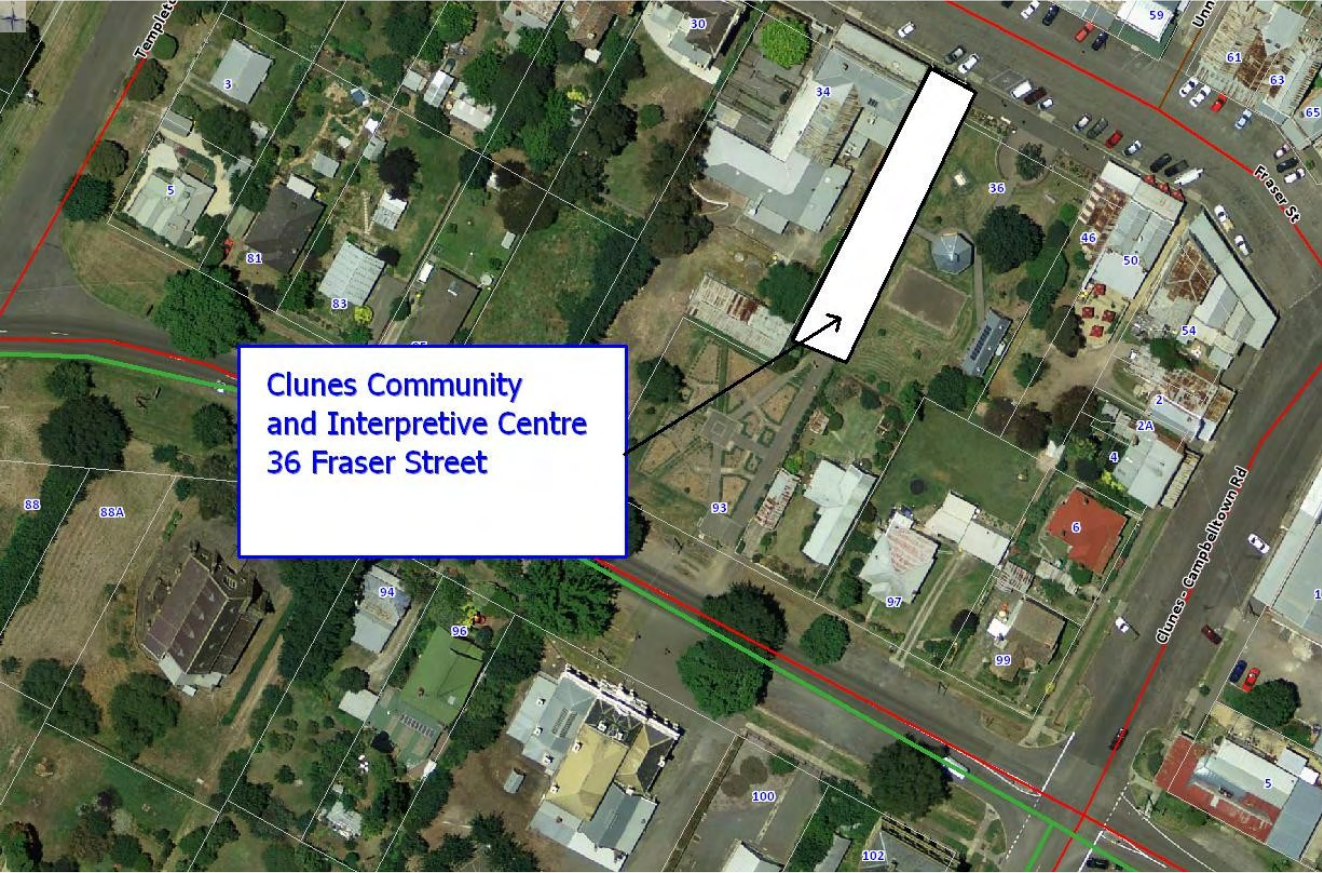
6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

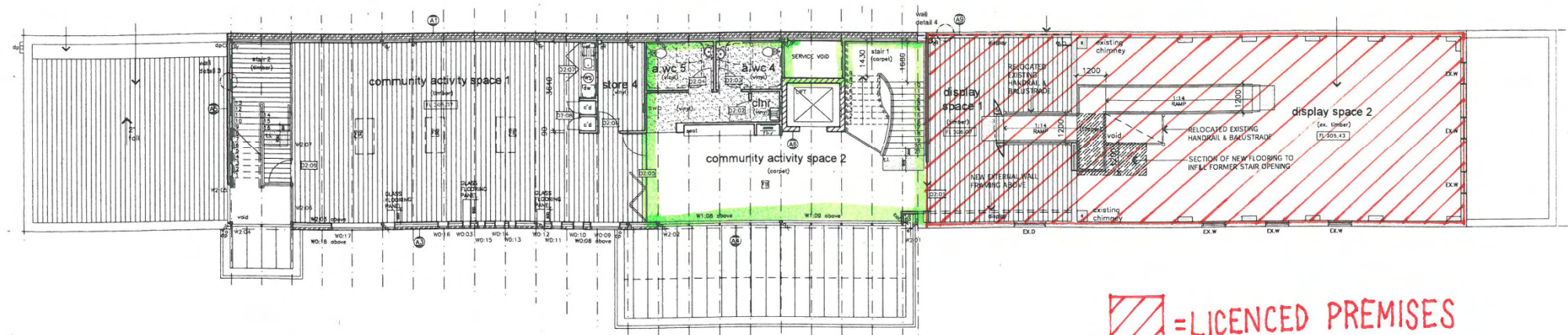
6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

Location Plan (refer to Licence Plan for detailed Licenced Area within the Clunes Community and Interpretive Centre)



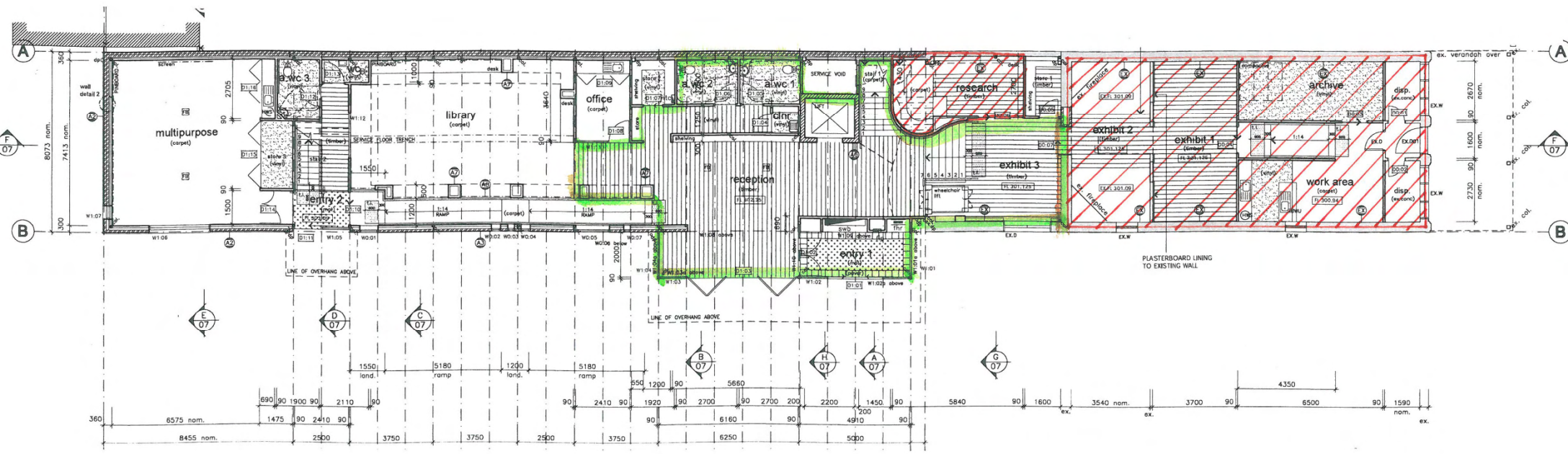
Licence Plan - Licenced Premises and Common Areas shown



= LICENCED PREMISES
 = COMMON AREAS

first floor plan

scale 1:100 (A1)
 NOTE: REFER TO ENGINEERS DRAWINGS FOR MECHANICAL, ELECTRICAL, HYDRAULIC, FIRE PROTECTION, STRUCTURAL & CIVIL DETAILS.



ground floor plan

scale 1:100 (A1)
 NOTE: REFER TO ENGINEERS DRAWINGS FOR MECHANICAL, ELECTRICAL, HYDRAULIC, FIRE PROTECTION, STRUCTURAL & CIVIL DETAILS. REFER TO PROPOSED SITE PLAN FOR SETOUT OF MAIN GRIDLINES

- legend
- SWITCH BOARD
 - FIRE INDICATOR PANEL
 - HAND DRYER
 - FLOOR WASTE
 - FIRE HOSE REEL
 - DOWNPIPE
 - TACTILE GROUND SURFACE INDICATOR
 - FLOOR BOX

Notes
 This drawing is to be read in conjunction with other drawings of the set.
 No variation is to be made to this drawing without the prior approval of the Principal and/or Superintendent.
 This drawing is not to be scaled.
 Contractor to verify all dimensions before commencing work.
 Ground levels indicated are approximate only and must be confirmed on site prior to commencement.
 All materials constructions etc. are to comply with all relevant codes, by law, Building Code of Australia, etc.
 Foundations, excavations, reinforcement placement etc. to be inspected and approved by the building surveyor prior to any concrete placement.
 New concrete work is to comply with the requirements of SAA code AS 3600 - 2001 and subsequent amendments - as applicable.
 Structural Fixing to be in accordance with AS 1904 Timber Fixing Code. Structural Hardware to have min stress grading of F8 and Radiata Pine of F5 by approved test method.
 Stormwater to be connected to existing system to approval.
 Stormwater Drainage to be installed to approval.
 All glazing to be in accordance with AS 1288.
 Soil classification: refer soil test report.

- wall legend
- 110mm BRICKWORK - 110mm BRICKWORK - 30mm CAVITY - 90mm STUD WITH R2.5 INSULATION
 - TIMBER CLADDING - 110mm BRICKWORK - 110mm BRICKWORK - 30mm CAVITY - 90mm STUD WITH R2.5 INSULATION
 - RENDER - 110mm BRICKWORK - 100mm CAVITY - 90mm STUD WITH R2.5 INSULATION
 - RENDERED 6mm FC SHEET WALL CLADDING ON BATTENS - 18mm GYPROCK PYRCECK MR PLASTERBOARD - 6mm CSR CEMENTAL WALL BOARD - 18mm GYPROCK PYRCECK MR PLASTERBOARD
 - PLASTERBOARD LINING - 150mm BLOCKWORK
 - PLASTERBOARD LINING - 90mm TIMBER STUD
 - PERFORATED METAL SHEET
 - ALUMINUM WALL CLADDING ON BATTENS - 18mm GYPROCK PYRCECK MR PLASTERBOARD - 6mm CSR CEMENTAL WALL BOARD - 18mm GYPROCK PYRCECK MR PLASTERBOARD
 - EXISTING WALL

Rev:	Amendment:	Date:	Drawn:

morton dunn ARCHITECTS

Ballarat:
 424 Blair Street (PO Box 772)
 Ballarat, VIC 3300
 Phone: 03 5331 5977
 Fax: 03 5332 6099

Geelong:
 149 Paragon Street
 Geelong West, VIC 3218
 Phone: 03 5221 7885
 Fax: 03 5221 7885

Email: mail@mortondunn.com.au www.mortondunn.com.au

Hepburn Shire Council

Clunes Community + Interpretive Centre
 36 Fraser Street, Clunes

sheet title
Ground Floor and First Floor Plan

project status
Tender

job no.	date
12019	31 July 2012

scale @ A1	drawn	checked	approved
1:100	ML	-	-

type	drawing no.	revision
WDA 03		-

Morton Dunn Pty. Ltd. ACN 008 923 057 Copyright Reserved

10.8. CLUNES COMMUNITY AND INTERPRETIVE CENTRE FEES AND CHARGES GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the General Manager Community Services, I Kathleen Brannigan have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend the adoption of a schedule of fees and charges for use of the Clunes Community and Interpretive Centre (CCIC), including the Clunes Museum and the Clunes Town Hall.

BACKGROUND

Along with the Clunes Museum, Library and Visitor Information Centre, the CCIC includes a community meeting room and a community activity room that will be available for hire. The proposed changes to governance arrangements for the Clunes Town Hall and Clunes Museum, the subject of another report to this Council meeting, means that Council needs to adopt a schedule of fees for hire of the CCIC, the Clunes Town Hall and entry fees for Clunes Museum.

Previously the Clunes Museum, as a Special Committee of Council, was delegated to set its own entry fees which contributed to the operating costs of the Museum. The Museum will no longer have responsibility for operating and maintenance costs so Museum entry fees will be included as CCIC income.

ISSUE / DISCUSSION

CCIC Fees and Charges

The new facility requires a fees and charges structure to generate income that will contribute to operating costs of the facility, but at the same time encourages use of the facility.

The proposed fee structure has a sliding scale of fees based on the type of organisation hiring the facility, the duration of hire and a weekly/weekend rate.

Three organisation types are defined:

1. Local, not for profit community organisations

- Provide community oriented, recreational, social and educational programs.
- Can provide proof of 'Not for Profit' status.
- Located within Hepburn and/or be delivering a program or service for residents of the Shire of Hepburn (50 %+).

2. Community, Not for Profit

- Based outside the Shire of Hepburn that provide community oriented, recreational, social and educational programs.
- Can provide proof of their 'Not for Profit' status, OR
- Any Local, State or Federal Government organisation that provides services to the community.

3. Private or commercial

- Does not have a 'Not for Profit' status and is not a government organisation.
- Operates for profit or provides a fee for service program; or
- Wishes to use the facility for a private function, e.g. corporate use, conferences, birthday parties, weddings etc.

It is also proposed that a regular and casual user rate be set for each organisation type and a surcharge applied for week-end use in each category. Regular use is defined as hiring at least once per month. A weekly hire is also recommended for the upstairs activity space to facilitate its use for exhibitions. The full fee schedule is attached (refer Attachment 9).

A number of conditions of use of the facility have also been considered including minimum hire period, bonds, celebrations and consumption of alcohol have all been considered. It is proposed that conditions of hire include:

- A minimum hire of two hours to allow for set up and pack up;
- Payment of a bond by all casual users and regular after hours users;
- Bookings for 18th and 21st birthday parties or 'Bucks and Hens' occasions will not be accepted; and,
- Alcohol can be consumed provided that hirers notify CCIC staff of this and liquor licensing and public liability requirements are met.

The proposed conditions of use are attached (refer Attachment 10).

Clunes Museum Entry Fees

It is proposed that entry fees to the Clunes Museum for 2013-2014 be set at \$5 per adult (\$4 concession) and \$10 per family. This is consistent with entry fees for the Creswick Museum and to comparable museums. In addition, Clunes Museum volunteers have conducted guided tours of the Museum and it has been agreed that income generated from guided tours will be CCIC income. Proposed tour fees are \$5 per adult and \$3 per student.

Clunes Town Hall

The decision to discontinue the Clunes Municipal Purposes Reserve (Town Hall) Special Committee means that the Council needs to set fees and charges for use of the Clunes Town Hall. The responsibility for managing bookings for the Town Hall will be the responsibility of Council's CCIC staff. The fees proposed for Clunes Town Hall hire are in line with hire charges for Creswick Town Hall. Special conditions apply for Hepburn Shire Community Not for Profit fee waiver.

The proposed fee schedule for Clunes Town Hall is at attached (refer Attachment 11).

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

The proposed fee structure supports the draft Hepburn Shire Council Plan strategic objective: *In partnership with communities, Council will identify community priorities and work to deliver services, program and projects that promote community health and wellbeing.*

The Conditions of Use provide a framework to ensure that both Council and hirers of the facility meet liquor licensing and public liability insurance obligations.

FINANCIAL IMPLICATIONS

The Clunes Community and Interpretive Centre Business Plan (reviewed January 2013) assumes a year one income from hire fees, Museum entry and guided tours of nearly \$27,000 based on nine months of operation in 2013-2014. The proposed charges will generate this income subject to assumptions around hours of use and visitations are achieved. The assumptions about levels of use are conservative.

RISK IMPLICATIONS

The risks associated with hire of the facility by external parties are mitigated by hire conditions that require payment of bonds, evidence of current public liability insurance and security in some instances.

There is a risk that the assumptions about the extent of hire and visitation to the CCIC may not be met, however the assumptions are quite conservative. In addition, a key role of the Facility Team Leader, who will be employed to manage the CCIC, is to generate use of the Centre. A promotion and marketing budget for the CCIC has also been included.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The CCIC includes the redevelopment and expansion of the existing Clunes Museum building, which will incorporate the Clunes Library, the Clunes Museum, visitor information services, community activity and exhibition spaces.

It will deliver enhanced services to the community and encourage increased economic activity in Clunes and surrounding communities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The CCIC Community Reference Group, established to provide advice and communication about the new Centre, has been actively involved in determining the fee structure for the CCIC. The current Clunes Museum Special Committee has been involved in setting the recommended fees for Museum entry and guided tours.

CONCLUSION

The proposed fees and charges for the CCIC set out in this report provide an approach which balances the need for an income stream with the needs of the community. Conditions of use clearly outline the responsibilities of those hiring the facility.

OFFICER'S RECOMMENDATION

That Council:

- 10.8.1 Adopts the proposed fees schedule, including Museum admission and guided tour fees, for the Clunes Community and Interpretive Centre as set out in Attachment 9.

- 10.8.2 Adopts the proposed fee schedule for the Clunes Town Hall as set out in Attachment 11.

MOTION

That Council:

10.8.1. Adopts the proposed fees schedule, including Museum admission and guided tour fees, for the Clunes Community and Interpretive Centre as set out in Attachment 9 with the inclusion of 'Guided Tour (Groups)' under Museum Fees.

10.8.2. Adopts the proposed fee schedule for the Clunes Town Hall as set out in Attachment 11.

Moved: Councillor Neil Newitt

Seconded: Councillor Pierre Niclas

Carried.

**ATTACHMENT 9 - CLUNES COMMUNITY AND INTERPRETIVE CENTRE
PROPOSED FEES AND CHARGES**

Clunes Community and Interpretive Centre

Room Hire Fees (Hourly Rates including GST, unless specified)

COMMUNITY MEETING ROOM	Local Community	Community / Not for Profit / Government	Private or Commercial
Regular	\$5.50	\$14.00	\$27.50
Casual	\$14.00	\$27.50	\$44.00
Weekend (Fri evenings, Sat, Sun & Public Holidays)	\$16.50	\$33.00	\$53.00
Insurance administration fee (if no public liability insurance)	\$45.00 ¹	\$45.00	\$45.00

COMMUNITY ACTIVITY ROOM			
Regular	\$11.00	\$22.00	\$38.50
Casual	\$22.00	\$38.50	\$55.00
Weekend (Fri evenings, Sat, Sun & Public Holidays)	\$26.50	\$53.00	\$66.00
Weekly Hire ²	\$440	\$800	\$2,200

¹ For regular community hire this will be charged annually.

² Regular hourly rate by 40 hours

Museum Fees

	Adult	Concession /Student	Family
Museum Entry	\$5	\$4	\$10
Guided Tour (Groups)	\$5	\$3	N/A

**ATTACHMENT 10 - CLUNES COMMUNITY AND INTERPRETIVE CENTRE
PROPOSED CONDITIONS OF USE**

1. Room Hire Definitions and Conditions of Use

1.1 Definitions

<p>Local Community:</p>	<p>Organisations that provide community oriented, recreational, social and educational programs and do not gain any monetary benefit from the program. They must:</p> <ul style="list-style-type: none"> • Be a registered charity, group or organisation that can provide proof of their 'Not for Profit' status. • Be located within the Shire of Hepburn and/or be delivering a program or service in the CCIC predominantly (50 percent or more) for residents of the Shire of Hepburn. Evidence of this must be provided. <p>Note: Community organizations who predominantly (50 percent or more) serve residents outside the Shire of Hepburn will not be considered local community.</p>
<p>Community, Not for Profit and Government:</p>	<p>Organisations based outside the Shire of Hepburn that provide community oriented, recreational, social and educational programs, and that do not gain any monetary benefit from the program. They must be a registered charity, group or organisation that provide proof of their 'Not for Profit' status. OR</p> <p>Any Local, State or Federal Government organisation that provides services to the community.</p>
<p>Private or Commercial:</p>	<p>Any individual, group of individuals, club or organisation that:</p> <ul style="list-style-type: none"> • Does not have a 'Not for Profit' status and is not a government organisation; • Operates for profit or provides a fee for service program; or • Wishes to use the facility for a private function e.g. corporate use, conferences, birthday parties, weddings etc.
<p>Regular User:</p>	<p>Any group, individual or organisation that hires the facility on an ongoing basis. To be considered a regular user one of the following criteria must be met:</p> <ul style="list-style-type: none"> • Weekly hire - minimum of 10 consecutive weeks; • Fortnightly hire - minimum of 10 consecutive fortnights; and • Monthly hire - minimum of 10 consecutive months.
<p>Casual User:</p>	<p>Any group, individual or organisation that hires the facility once off or on an irregular basis. That is any group or individual that does not meet the criteria of a regular user as defined above.</p>

1.2 Conditions of Use

<p>Celebrations:</p>	<p>To commemorate and participate in a significant occasion. Examples include but are not limited to, Birthdays, Engagements, Weddings, Christenings and End of Year Occasions.</p> <ul style="list-style-type: none"> • Clunes Community and Interpretive Centre does not accept bookings for 18th and 21st Birthday's or Bucks and Hens occasions. • For all other celebrations, a security contractor may be required at the expense of the hirer. Each function is individually assessed at the discretion of CCIC management. • If alcohol is being served/consumed onsite, please refer to the liquor licensing section of this document, as the appropriate details and licenses must be provided to Council. • If the occasion is for youth (i.e. up to 26 years), you are required to register with the Party Safe Program. Information regarding this program can be found at www.police.vic.gov.au.
<p>Set up and pack up:</p>	<p>The CCIC does not employ a hall keeper and therefore all hirers are required to set up and pack up and clean away all rubbish in the room which they hire. Rubbish facilities, a dust pan and broom and vacuum can be found in the storage cupboards located directly off the community meeting room and community activity space</p>
<p>Minimum 2 hours bookings:</p>	<p>Bookings must be for a minimum of 2 hours and include the time required to set up and pack up the room.</p>
<p>Bond</p>	<p>All after hours casual users are required to pay a bond a minimum of 28 days prior to their function taking place.</p> <ul style="list-style-type: none"> • All after hours regular user groups are required to pay a bond fee when they place a booking for an initial sequence of events with CCIC. Bond requirements for regular user groups who continue to book events with CCIC will be reviewed on a case by case basis. • Council will refund the bond to the Hirer after the event date(s), unless Council requires any amount of money to: <ul style="list-style-type: none"> - Repair damage to the room which occurred while the Hirer had access to the room, regardless of how the damage occurred; - Clean the room to its condition prior to the event; - Recover any other costs incurred due to a breach of the Conditions of Hire; - Replace security and/or key locking systems due to the loss of a key or security breach by the Hirer or when the Hirer was in possession of a swipe card or key; and - Recover any costs incurred due to security callouts and/or for the attendance of Emergency Services for non-emergency situations. • The Hirer will be responsible for any costs for damage to the room or CCIC greater than the bond amount.
<p>Public Liability Insurance:</p>	<p>If a Hirer cannot provide a Public Liability Insurance Certificate of Currency they will be charged \$45 for public liability insurance.</p>

**Liquor
Licencing:**

Alcohol can be consumed at CCIC, providing the following conditions are met:

- Wherever alcohol is to be taken into and consumed at the CCIC, the Hirer must notify CCIC staff upon submitting their Facility Hire Application Form; and
- If the Hirer intends to sell alcohol and/or supply alcohol with an all-inclusive charge, a Temporary Limited Liquor Licence must be purchased through the Victorian Commission for Gambling and Liquor Regulation. **Note:** donations, sale of items and/or charging a fee per head at your event are considered the same as an all-inclusive charge.
- Public liability requirements inclusive of liquor consumption must be met.

ATTACHMENT 11 - CLUNES TOWN HALL – PROPOSED FEES AND CHARGES

CLUNES TOWN HALL

Use	Fee/Charge 2013/14 (incl GST)
Rehearsals/Regular User	\$34.00
Meetings	\$112.00
Functions	\$132.00
Functions with alcohol	\$156.00
Insurance admin fee (if no Certificate of Currency is provided)	\$45.00
Bonds	
Keys	\$50.00
Meetings	\$100.00
Functions	\$200.00
Functions with alcohol	\$500.00
Special Conditions	
Hepburn Shire Community Not For Profit	\$0.00 (Bonds and Insurance)

10.9. SALE OF 53 FRASER STREET, CLUNES (CLUNES LIBRARY) GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the General Manager Corporate Services, I Evan King have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to declare that 53 Fraser Street, Clunes is no longer required, nor is it necessary for municipal purposes and therefore it is surplus to needs and may be sold.

BACKGROUND

The redevelopment and expansion of the existing Clunes Museum building into the Clunes Community and Interpretive Centre is nearing completion. The Clunes Community and Interpretive Centre will incorporate the Clunes Library, the Clunes Museum, visitor information services, community activity and exhibition spaces. One of the key outcomes of this project is the consolidation of a number of services into one building. To accomplish this objective, the Clunes Library will be relocating to the Clunes Community and Interpretive Centre.

ISSUE / DISCUSSION

The relocation of the Clunes Library to the Clunes Community and Interpretive Centre will result in the current Clunes Library at 53 Fraser Street, Clunes becoming surplus to Council's needs.

The property details are:

- 53 Fraser Street, Clunes
- Owned by Council
- Crown Allotment 14 Section 14 Township of Clunes
- Certificate of Title Vol 6425 Folio 874
- Acquired on 4 January 1984 for the purposes of a library
- Zoning = Business 1 with Environmental Significance and Heritage overlays, and within an area of Aboriginal Cultural Heritage Sensitivity

Refer to the figure below for a map showing the property.



Map of 53 Fraser Street, Clunes

It is proposed that 53 Fraser Street, Clunes be sold and the proceeds used to partially repay Council loans.

For the Council to sell the land, it has to declare, pursuant to Section 192 of the *Local Government Act 1989* (the Act), the land as surplus and as required by Section 189 and 223 of the Act, give 28 days public notice of its intention to sell the property. The community will then have the opportunity to make a submission regarding the proposal to sell the property at 53 Fraser Street, Clunes.

Pending the outcome of the submission process, the Council may determine to sell by private treaty, public auction, private sale or as has sometimes been used tender. Officers will also obtain a valuation as required by the Act.

An expression of interest from real estate agents will be sought. A recommendation on the proposed method of sale and a valuation in accordance with Section 189 (2) (b) of the Act will be presented to Council at a future meeting.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

In accordance with Section 192 of the Act, Council must declare the land as surplus and as required by Section 189 and 223 of the Act, give 28 days public notice of its intention to sell the property.

FINANCIAL IMPLICATIONS

It is proposed that 53 Fraser Street, Clunes be sold and the proceeds used to partially repay Council loans.

RISK IMPLICATIONS

The sale of surplus property reduces the risk of property falling into disrepair and becoming a financial burden on Council

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Through the development of the Clunes Community and Interpretive Centre, additional service delivery will be provided to the Clunes community. The sale of the old Clunes Library will not impact the delivery of services to the Clunes community. Services will be enhanced by increased opening hours from 2.5 days per week to 6.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

In accordance with Section 189 of the Act, the community will be given the opportunity to make submissions regarding the sale of 53 Fraser Street, Clunes.

CONCLUSION

The redevelopment of the Clunes Museum into the Clunes Community and Interpretive Centre will result in the old Clunes Library at 53 Fraser Street, Clunes becoming surplus to Council needs. The sale of the old Library and the repayment of debt support the long term financial sustainability of the Council.

OFFICER'S RECOMMENDATION

That Council:

- 10.9.1 Is satisfied 53 Fraser Street, Clunes (Crown Allotment 14 Section 14 Township of Clunes; Certificate of Title Vol 6425 Folio 874) is no longer required, nor is it necessary or desirable to use for municipal purposes, therefore it is surplus to needs and may be sold; and
- 10.9.2 Proceeds to advertise its intention to sell the land and seek public submissions on this proposal in accordance with S189 and S223 of the *Local Government Act 1989*.

MOTION

That Council:

- 10.9.1. *Is satisfied 53 Fraser Street, Clunes (Crown Allotment 14 Section 14 Township of Clunes; Certificate of Title Vol 6425 Folio 874) is no longer required, nor is it necessary or desirable to use for municipal purposes, therefore it is surplus to needs and may be sold; and*
- 10.9.2. *Proceeds to advertise its intention to sell the land and seek public submissions on this proposal in accordance with S189 and S223 of the Local Government Act 1989.*

Moved: Councillor Kate Redwood

Seconded: Councillor Neil Newitt

Carried.

10.10. CLUNES COMMUNITY AND INTERPRETIVE CENTRE PROGRESS REPORT GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the General Manager Community Services, I Kathleen Brannigan have no interests to disclose in this report.

PURPOSE

The purpose of this report is to provide Council with a progress report about the Clunes Community and Interpretive Centre (CCIC) project for the following reporting period:

Reporting Period: 10 May 2013 - 11 June 2013

BACKGROUND

This is a great project for the township of Clunes, Hepburn Shire and the region. It will deliver enhanced services to the community and encourage increased economic activity in Clunes and surrounding communities.

The project includes the redevelopment and expansion of the existing Clunes Museum building, which will incorporate the Clunes Library, the Clunes Museum, visitor information services, community activity and exhibition spaces.

Nicholson Construction Pty Ltd (Nicholson Construction) was awarded the tender to construct the Clunes Community and Interpretive Centre at the Ordinary Council meeting on 18 September 2012.

ISSUE / DISCUSSION

PROGRESS DURING REPORTING PERIOD

Construction

- External window installation complete.
- Blockwork for external walls complete.
- Render for rear wall nearing completion.
- Roofing complete.
- Plaster walls complete and ceilings in progress.
- Water services nearing completion.
- Electrical services in progress.
- Mechanical services nearing completion.
- Elevator installation nearing completion.
- Joinery commenced.

Replacement of copper roof treatment with metal sheeting alternative (Trimdeck) has been recommended by the Architect and approved.

Powercor augmentation works are delayed due to scheduling issues with previous commitments to other projects despite the contract with Powercor specifying that these works would be completed prior to Booktown event.

Administration, Funding and Reporting

Budget

Budget Item	Original Budget	Revised Budget	Actual (including Commitments)
Design Phase	\$307,000	\$228,126	\$215,562
Construction Phase	\$2,401,000	\$2,452,050	\$2,383,607
Other (including multi-media & fit out).	\$351,000	\$428,824	\$130,282
Total	\$3,059,000	\$3,109,000	\$2,696,308

- Note a further \$50,000 Living Libraries grant has been received, increasing the total budget

Design Phase Budget - Progress and Variations

Budget Item	Original Budget	Revised Budget	Actual (including Commitments)
Contract	\$200,000	\$198,800	\$198,800
Contingency	\$107,000	\$21,200	\$8,636
Tender	-	\$8,126	\$8,126
Total	\$307,000	\$228,126	\$215,562

Construction Phase Budget - Progress and Variations

Budget Item	Original Budget	Revised Budget	Actual (including Commitments)
Contract	\$2,276,000	\$2,298,709	\$2,298,709
Contingency	\$113,000	\$62,341	\$27,280
Electricity supply	-	\$50,000	\$39,339
Tender	-	\$1,000	\$718
Sewer	\$12,000	\$40,000	\$39,318
Total	\$2,401,000	\$2,452,050	\$2,405,364

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

We will create healthier, safer more vibrant communities.

FINANCIAL IMPLICATIONS

The Clunes Community and Interpretive Centre development has been made possible through funding contributions from the Federal Government Regional Development Australia Fund, the Victorian State Government Living Libraries program, Hepburn Shire Council and the Clunes Museum.

A summary of variations received to date and status is below.

Variations	Cost (ex-GST)	Status
Energy Monitoring	- \$19,750	Approved
Latent conditions to skillion	+ \$17,302	Approved
Removal of foundations of old toilet block	+ \$8,000	Assessing
Removal of foundations, concrete upstand and additional concrete works	+ \$11,397	Approved
Replace first floor	+ \$19,895	Approved
Delete glass floor panels	- \$3,000	Approved
Reduced timber studs	-\$4,393	Approved
Reduced sump at lift	-\$181	Approved
Treatment to stable wall – foundations and weatherboards	+ \$10,992	Approved
Copper roofing - delete	- \$14,200	Approved
Alternative to copper roofing	\$1,650	Approved
Additional columns 89x89x3	+ \$1,320	Approved
Additional blinding concrete	+ \$3,500	Assessing
Change stair nosing from 20mm to 50mm	+ \$1,156	Assessing

Modification to downpipe at old to new building interface	+ \$1,441	Assessing
South & East bluestone walls – frameout/plaster alterations	+\$2,822	Approved
Additional bracing West wall.	+\$1,755	Assessing
Additional framing for windows.	+\$1,044	Assessing
Alterations to windows w2.02 & w2.05	+\$902	Assessing
Access toilets backrests	+\$1,565	Approved
Hand rail credit	-\$500	Assessing
Generator hire for Powercor delay	+\$1,098	Approved
Concrete floor levelling works in old museum	+\$1,650	Approved

These variations will, if all approved, leave a contingency balance of \$18,525. Variations will continue to be closely monitored.

RISK IMPLICATIONS

The following summarises the key risks and actions taken during the reporting period in relation to the project.

Key Risks	Controls Implemented	Additional Controls / Next Steps
Potential injuries to workers and the public resulting from renovation works.	Ongoing monitoring against the Site Safety Plan by Senior Project Engineer. Non-compliances have been advised to site superintendent and corrective actions taken.	Continue to monitor safety plan.
Construction is delayed resulting in delays in opening the facility and community dissatisfaction with council's project management.	Regular progress reviews with builders. Detailed project timeline is updated every three weeks and circulated to Project Control Group. Senior Project Engineer monitors progress against timelines and reports any issues to the Project Control Group.	Continue to monitor timelines.
Variations in construction costs	Regular contractor meetings to discuss progress and variations.	Continue regular contractor meetings and negotiation on

Key Risks	Controls Implemented	Additional Controls / Next Steps
result in budget being exceeded.	Variations need to be advised to the project manager in advance of them being undertaken and detail provided to support claims. All variations are disclosed to CEO and in this monthly council report.	variations.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Nicholson's have provided the following report against social procurement targets for end March:

Use of staff from local area - Utilised 80% of trades from the Ballarat and outlying areas to complete works.

Level of local content - 20% local content. Trades working to date - carpentry, concrete, structural steel, hydraulic, electrical, masonry and mechanical, flooring.

Expenditure in local businesses and use of local tradespeople and suppliers - Local shops providing food & drink. Local trades have expressed interest which are evaluated on a case by case basis. Local accommodation has been utilised to house Nicholson's lift installation teams.

Work experience placements: Nicholson's have an existing work experience program and would gladly open this to local young people.

Number of apprentices employed: Nicholson's employ three apprentices

Council officers are exploring the possibility of displaying the old glass bottles and clay jars unearthed from excavations in the CCIC as a way of cross-promoting the Lee Medlyn Home of Bottles. They remain securely stored on site, pending further discussion and exhibition planning.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Representatives of the Clunes Museum and Council staff attended a site visit at the CCIC on 21 May 2013. The Community Reference Group met on 11 June 2013.

CONCLUSION

This report provides Council with an update on progress of the Clunes Community and Interpretive Centre project for the reporting period 10 May – 11 June 2013.

OFFICER'S RECOMMENDATION

10.10.1 That Council receives and notes the progress report for the period 10 May – 11 June 2013.

MOTION

10.10.1. That Council receives and notes the progress report for the period 10 May – 11 June 2013.

Moved: Councillor Don Henderson

Seconded: Councillor Neil Newitt

Carried.

10.11. AGREEMENT WITH THE DIRECTOR OF HOUSING FOR THE PROVISION OF AFFORDABLE HOUSING ASSISTANCE GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the General Manager Community Service, I Kathleen Brannigan have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council sign a new agreement with the Director of Housing relating to public housing properties in Hepburn Shire.

BACKGROUND

Joint Venture (JV) agreements between Council and the Director of Housing were negotiated in 1977. The Housing Commission built housing on Council or Crown land which was transferred to the Director. Council agreed to provide a rebate of half the annual council general rates and maintain all the garden areas and open spaces within the sites. The JV agreements also allowed for Council to have nomination rights for the properties i.e. put forward names of potential tenants who meet eligibility criteria. Nomination rights have not been exercised by Council.

These Agreements are in place for:

- 27 Cambridge Street, Creswick
- 5 Moore Street, Creswick (Semmens Court)
- 19 Hospital Street, Daylesford.

ISSUE / DISCUSSION

The Department of Human Services (Office of Housing) considers that these JV agreements, whilst entered into some time ago, continue to form an important part of the provision of affordable housing for elderly and often vulnerable persons within our communities. The Department further suggests that the partnership embodied in these agreements represents continuing support for affordable and diverse housing in the Hepburn municipality.

Council's responsibility for maintaining garden areas and open spaces has been an issue for Council's Parks & Gardens staff for quite some time. It has reduced their capacity to undertake work on core business, i.e. to maintain Council managed parks, ovals and reserves.

After liaison with the Office of Housing, the following changes to the Agreement are proposed:

- Council will no longer have nomination rights for vacant units;
- Office of Housing will maintain gardens and opens spaces;
- The Agreement will be for a five year term with a five year option to renew.

It is proposed that Council continues to grant a 50% rate rebate to the Office of Housing.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Clause 7 (b) of the draft Agreement prepared by the Department of Human Services states that: *The Council shall waive 50% of the Rates for each Property for each year of the Term.*

S169 the Local Government Act provides that the Council **may** grant a rate rebate or concession on rates in various circumstances.

“(1) A Council may grant a rebate or concession in relation to any rate or charge.....” - for specified activities - mainly to do with development or preservation and restoration of buildings and for which there must be a stated community benefit; but specifically among these is a recently inserted provision 169 (1D) to the Act:

“(1D) Without limiting subsection (1), a Council may grant a rebate or concession in relation to any rate or charge, to support the provision of affordable housing, to a registered agency.”

If a rebate or concession is granted S169 (1A) of the Act requires that *“A Council resolution granting a rebate or concession must specify the benefit to the community as a whole resulting from the rebate or concession.”*

It is recommended that the wording of Clause 7 (b) of the draft Agreement be amended to reflect that Council is granting a concession on rates as opposed to a waiver. A waiver is only applied for a temporary period due to hardship.

FINANCIAL IMPLICATIONS

The cost to Council of providing a 50% rebate in 2013-2014 will be \$14,712.40, an increase of \$1,398.40 from the 2012-2013 rebate of \$13,314.

RISK IMPLICATIONS

None identified

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The lack of affordable housing in Hepburn Shire is an on-going issue and Council's contribution is valued by the Department of Human Services.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Not applicable

CONCLUSION

The proposed changes in the new draft Agreement are positive as Council's responsibility for maintenance of gardens and open spaces is removed. The draft Agreements are for five years with an option to extend a further five years.

OFFICER'S RECOMMENDATION

That Council:

- 10.11.1 Resolves to enter into the Agreement for the Provision of Affordable Housing Assistance in the Municipality of Hepburn with the Director of Housing.
- 10.11.2 Grants a rate rebate to the Director of Housing for these properties to support the provision of affordable housing, in accordance with Section 169 (1D) of the *Local Government Act 1989*.
- 10.11.3 Authorises the Chief Executive Officer and the Mayor to sign and seal the Agreements.

MOTION

That Council:

- 10.11.1. Resolves to enter into the Agreement for the Provision of Affordable Housing Assistance in the Municipality of Hepburn with the Director of Housing.*
- 10.11.2. Grants a rate rebate to the Director of Housing for these properties to support the provision of affordable housing, in accordance with Section 169 (1D) of the Local Government Act 1989.*
- 10.11.3. Authorises the Chief Executive Officer and the Mayor to sign and seal the Agreements.*

Moved: Councillor Greg May
Seconded: Councillor Neil Newitt
Carried.

**ATTACHMENT 12 - AGREEMENT FOR THE PROVISION OF
AFFORDABLE HOUSING ASSISTANCE IN THE MUNICIPALITY OF
HEPBURN**

The Director of Housing and
Hepburn Shire Council

**Agreement for the Provision of Affordable
Housing Assistance in the Municipality of
Hepburn**

Contents

1	Definitions	1
2	Interpretation.....	3
3	Termination of Existing Agreements	4
4	Term.....	4
	4.1 Term.....	4
	4.2 Extension of Term.....	4
5	Properties.....	4
	5.1 Application of Agreement	4
	5.2 Addition of New Properties	4
	5.3 Removal of Properties	5
6	Allocation of Housing	5
7	Obligations of the Parties	5
8	Contact Positions.....	5
9	Confidentiality and Privacy	5
	9.1 Use of Confidential Information	5
	9.2 Disclosure of Council's Information	6
	9.3 Privacy	6
10	Notices	6
	10.1 Giving a Communication	6
	10.2 Time of Delivery	7
	10.3 After Hours Communications.....	7
	10.4 Requirement to Remedy.....	7
11	Termination.....	7
	11.1 General Termination Provisions	7
	11.2 Termination by Notice.....	8
	11.3 Termination by Agreement	8
	11.4 Consequences of Termination or Expiry	8
	11.5 Survivorship	8
12	Dispute Resolution.....	8
	12.1 Mediation	8
	12.2 Performance during Dispute Resolution.....	9
	12.3 Interlocutory Relief.....	9
13	General	9
	13.1 Applicable Law.....	9
	13.2 Severability	10
	13.3 Relationship of Parties.....	10
	13.4 Variation.....	10

13.5 Entire Agreement.....	10
Schedule 1 – List of Properties	12
Schedule 2 – Contact Positions	13

Parties

The Director of Housing (the Director)

and

Hepburn Shire Council (the Council).

Background

- A. The Director of Housing is established as a body corporate under the *Housing Act 1983 (Vic)*.
- B. The objects of the Act include, inter alia:
 - (1) ensuring that every person in Victoria has adequate and appropriate housing at a price within his or her means by encouraging the provision of well maintained public housing of suitable quality and location; and
 - (2) promoting cost effectiveness in the provision of housing.
- C. The Director seeks to facilitate the objects of the Act, and the preceding objects in particular, by entering into arrangements with councils for the purposes of serving the housing needs of eligible low income elderly persons or persons living alone.
- D. In recognition of the benefit to their local community, the Council has offered assistance to the Director in the provision of such housing.
- E. The Director and the Council agree to enter into this Agreement to further the objects of the Act.

Agreed Terms

1 Definitions

In this Agreement unless a contrary intention appears:

- 1.1 **Agreement** means this agreement and includes the schedules and any annexures to it, as well as documents incorporated by reference.
- 1.2 **Applicant** means a person who has applied for Public Housing and been placed on the Waiting List.
- 1.3 **Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

- 1.4 **Commencement Date** means the date on which this Agreement is signed by the parties, and where it is signed on separate dates, the date of the last signature.
- 1.5 **Confidential Information** means any commercial, financial or other information of, about, or in any way related to, the Director, including any information designated by the Director as confidential, which is disclosed, made available, communicated or delivered to the Council in connection with this Agreement, but excludes information:
- (a) which is in or which subsequently enters the public domain other than as a result of a breach of this Agreement;
 - (b) which the Council can demonstrate was independently developed by the Council;
 - (c) which is lawfully obtained by the Council from another person entitled to disclose such information; or
 - (d) which is disclosed pursuant to legal requirement or order.
- 1.6 **Contact position** means the position named in Schedule 2 by each party as their respective contact position pursuant to clause 8.
- 1.7 **Council** means the Council which is identified as a party to this Agreement.
- 1.8 **Director** means the Director of Housing being a body corporate established under the Housing Act.
- 1.9 **Eligible** where used with reference to the Target Group or an Applicant, means a person who has been identified by the Director as meeting the eligibility criteria set out in the Director's policies as amended from time to time, for placement on the Waiting List.
- 1.10 **Existing Agreements** means any and all agreement(s) (whether written or oral, express or implied) between the Council and the Director (or the Council and/or Director's predecessors) governing the provision of Rate Concession by the Council in relation to any of the Properties or part of the Properties prior to the Commencement Date.
- 1.11 **Expiry Date** means the date five (5) years after the Commencement Date.
- 1.12 **Housing** means accommodation on a Property.
- 1.13 **Housing Act** means the *Housing Act 1983 (Vic)*.
- 1.14 **Local Government Act** means the *Local Government Act 1989 (Vic)*.
- 1.15 **Property** means a parcel of land identified in Schedule 1.
- 1.16 **Public Housing** has the meaning given to that term in the Housing Act.
- 1.17 **Rates** means general and municipal rates and charges levied on rateable land by the Council, pursuant to the Local Government Act.

- 1.18 **Rate Concession** has the meaning given in clause 7(b).
- 1.19 **Target group** means eligible, low income elderly persons or persons living alone.
- 1.20 **Term** means the term of this Agreement determined in accordance with clause 4.
- 1.21 **Waiting list** means the list of eligible applicants for Public Housing maintained by the Department of Human Services, Housing and Community Building Division.

2 Interpretation

2.1 Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a party or parties is a reference to the Director and the Council (as the case requires); and
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day.

2.2 Headings do not affect the interpretation of this Agreement.

3 Termination of Existing Agreements

- 3.1 The parties agree that the Existing Agreements are terminated by this Agreement as at the Commencement Date.
- 3.2 The Council releases the Director from all liability, claims, demands, charges, costs and expenses in connection with the Existing Agreements and the Properties, arising prior to the Commencement Date.
- 3.3 Subject to clause 3.4, the Director releases the Council from all liability, claims, demands, charges, costs and expenses in connection with the Existing Agreements and the Properties, arising prior to the Commencement Date.
- 3.4 Clause 3.3 does not apply in relation to any liability of the Council to make payments to the Director under the terms of the Existing Agreements, unless otherwise agreed between the parties.

4 Term

4.1 Term

This Agreement commences on the Commencement Date and unless terminated earlier under clause 11 or extended under clause 4.2, will continue until the Expiry Date.

4.2 Extension of Term

- (a) The parties may elect, by agreement in writing, within 3 months prior to the Expiry Date, to extend the Term for 1 period of 5 years.
- (b) Any such further term will be on the same terms and conditions as the Agreement (excluding this clause 4.2).

5 Properties

5.1 Application of Agreement

- (a) This Agreement applies to each Property listed in Schedule 1 to this Agreement.
- (b) The parties may, by agreement in writing, at any time during the Term, vary the description of a Property in Schedule 1. Such variation will not affect the operation of this Agreement.

5.2 Addition of New Properties

- (a) The parties may by agreement in writing at any time during the Term, add an additional Property or Properties to Schedule 1.
- (b) Where a Property is added pursuant to clause 5.2(a), the Agreement will be effective in relation to that Property from the date on which the Schedule is varied to include the new Property.

5.3 Removal of Properties

- (a) Where a party issues a notice pursuant to clause 11.2 to partially terminate the Agreement or the parties execute an agreement pursuant to clause 11.3 to partially terminate the Agreement, the Property or Properties to which the termination relates, shall be removed from Schedule 1 at the expiry of the notice period determined in accordance with clause 11.
- (b) Where the Director makes a decision to demolish, clear or redevelop a Property, the Property shall, at the Director's absolute discretion, be removed from Schedule 1.

6 Allocation of Housing

- (a) When a Housing vacancy at a Property arises, the Director will where possible, allocate the Housing to a person who falls within the Target Group.
- (b) Where a Housing vacancy arises and the Director cannot identify a person who falls within the Target Group, the Director may allocate the Housing, at its absolute discretion, to an Applicant whether or not that Applicant is in the Target Group.

7 Obligations of the Parties

- (a) The Director shall be responsible for the ground maintenance of each Property.
- (b) The Council shall waive 50% of the Rates for each Property for each year of the Term ("the Rate Concession").

8 Contact Positions

- (a) Each party will nominate a Contact Position for the other party for the purpose of managing this Agreement, including the serving of notices.
- (b) The position and contact details of the Contact Position for each party shall be recorded in Schedule 2.
- (c) Either party may, from time to time, nominate a replacement Contact Position by varying Schedule 2. The appointment of the replacement Contact Position will be effective from the date on which Schedule 2 is varied.

9 Confidentiality and Privacy

9.1 Use of Confidential Information

- (a) The Council will (and will ensure that its employees, agents, contractors and advisers will):
 - (i) use and reproduce Confidential Information only to perform its obligations under this Agreement; and
 - (ii) not disclose or otherwise make available Confidential Information other than to personnel who have a need to know the information to enable the Council to perform its obligations under this Agreement.
- (b) All Confidential Information will remain the property of the Director and all copies or other records containing the Confidential Information (or any part of it) must be returned by the Council to the Director on request, termination or expiry of this Agreement.
- (c) The Council acknowledges that the Director will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Council of this clause and without the need on the part of the Director to prove any special damage.

9.2 Disclosure of Council's Information

- (a) Subject to clause 9.2(b), the Director agrees to treat as confidential all information of or relating to the Council that is provided to it in accordance with this Agreement.
- (b) The Council hereby consents to:
 - (i) the Director making available to the Victorian Auditor-General all information that is requested by the Auditor-General; and
 - (ii) the Director making available all information in relation to the Council or this Agreement as may be required to comply with the law, the Housing Act or the Director's obligations under the *Freedom of Information Act 1982 (Vic)*.

9.3 Privacy

The parties acknowledge their obligations under the *Information Privacy Act 2000 (Vic)*.

10 Notices

10.1 Giving a Communication

A notice or other communication relating to this Agreement must be in writing in the English language, and may (in addition to any other method permitted by law) be sent by pre-paid post or pre-paid courier to the other party's Contact Position.

10.2 Time of Delivery

A notice or document shall be taken to be delivered or served as follows:

- (a) in the case of delivery in person or by courier, when delivered;
- (b) in the case of delivery by post, 2 Business Days after the date of posting;
- (c) in the case of facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing: the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory.

10.3 After Hours Communications

If any notice or document is delivered or deemed to be delivered:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or public holiday in the place of receipt,

it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

10.4 Requirement to Remedy

- (a) Without limiting any other clause of this Agreement, or any other remedy the Director may have, if the Council fails to perform any of its obligations in accordance with the Agreement, the Director may, by notice in writing to the Council, require the Council to remedy any default at the Council's own expense within the time specified in the notice (which must be reasonable having regard to the nature of the obligations).
- (b) If the Council fails to remedy a default, the Director may require that the parties proceed to Dispute Resolution in accordance with clause 12.

11 Termination

11.1 General Termination Provisions

- (a) If the Agreement covers more than 1 Property as listed in Schedule 1, it may be terminated pursuant to this clause 11, either wholly or partially.
- (b) For the purposes of this clause: -
 - (i) **Terminated wholly** means the entire Agreement is terminated as it relates to all Properties listed in Schedule 1.
 - (ii) **Terminated partially** means the Agreement is terminated as it relates to 1 or more specific Properties listed in Schedule 1.

- (c) If the Agreement is partially terminated, the Agreement continues to operate as it relates to the remaining Properties listed in Schedule 1.
- (d) If Schedule 1 contains only 1 Property and the Agreement is terminated in relation to that Property, the entire Agreement shall be taken to be terminated.

11.2 Termination by Notice

- (a) A party may terminate the Agreement, either wholly or partially, without cause, by giving the other party not less than 6 months notice in writing.
- (b) Termination under clause 11.2(a) will take effect 6 months from the date of the termination notice unless otherwise agreed by the parties.

11.3 Termination by Agreement

The parties may, by written agreement, terminate the Agreement, either wholly or partially, effective from a date agreed to by the parties.

11.4 Consequences of Termination or Expiry

- (a) Termination or expiry of the Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination or expiry (as the case may be).
- (b) The parties will continue to perform their respective obligations under the Agreement until the date on which the Agreement terminates.

11.5 Survivorship

Clauses 9 and 12 survive the termination or expiry of this Agreement and may be enforced at any time.

12 Dispute Resolution

12.1 Mediation

- (a) All disputes arising out of this Agreement concerning the performance or non-performance by either party of its obligations under this Agreement or any interpretation of any provision of this Agreement shall be settled as follows:
 - (i) Where one party considers that a dispute has arisen, that party shall give written notice to the other containing detailed particulars of the dispute ("First Notice"). Within 7 days of the giving of the First Notice, the parties shall meet and discuss and use their best endeavours to settle the dispute;
 - (ii) If the dispute remains unsettled after 21 days of the giving of the First Notice, then either party may give written notice ("Second Notice") to the other party requiring a mediation and that a mediator be appointed to mediate the dispute;

- (iii) The mediator may be appointed either by agreement between the parties or, failing such agreement within 7 days of the giving of the Second Notice, by the president for the time being of the Law Institute of Victoria;
 - (iv) Within 7 days of the appointment of the mediator the parties shall deliver written details of the dispute to the mediator;
 - (v) The mediator shall mediate the dispute as soon as practicable.
- (b) The parties agree that:
- (i) any decision reached by the parties in respect of the dispute shall be in writing, signed by the parties and shall be binding on the parties;
 - (ii) each will bear their respective costs of proceeding under this clause save that the mediator's fee, fees for venues and costs of shared equipment, facilities and services of the mediation will be shared equally;
 - (iii) the venue for the mediation will be agreed between the parties or, failing such agreement, will be specified by the mediator;
 - (iv) each party may be legally represented if they wish; and
 - (v) the mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation.

12.2 Performance during Dispute Resolution

The parties will continue to perform their respective obligations under this Agreement pending the resolution of a dispute under this clause 12.

12.3 Interlocutory Relief

Nothing in this clause 12 is to be taken as preventing any party to a dispute from seeking interlocutory relief in respect of such dispute.

13 General

13.1 Applicable Law

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

13.2 Severability

If any part of this Agreement is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Agreement shall not be affected and shall be read as if that part had been severed.

13.3 Relationship of Parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

13.4 Variation

This Agreement may be amended, varied or replaced by a written document executed by the Director (including his or her authorised delegates) and the Council.

13.5 Entire Agreement

This Agreement, together with any and all Schedules and Variations, all relevant legislation and all documents incorporated by reference, constitutes the entire understanding between the parties as to the subject matter of this Agreement.

Executed as an Agreement

The Corporate Seal of the Director of Housing was hereto affixed on the ^{8th} day of APRIL 2013 in the presence of:

)
)
)
)



.....
An officer of the Department of Human Services to whom the Director of Housing has delegated the appropriate power

(Insert Council's Execution Clause below)

.....

Schedule 1 – List of Properties
(Clause 5)

Certificate of Title - Volume and Folio Number	Known as Address	Title/Description
9150 / 291	21 Hospital Street, Daylesford	29 units
8876 / 156	27 Cambridge Street, Creswick	5 units
9071 / 798	5 Moore Street, Creswick	32 units and community facility

Schedule 2 – Contact Positions

(Clause 8)

Director’s Contact Position

Position: Manager, Housing Practice Support
Service Design & Implementation Group

Incumbent: Sylwia Pichel

Address: 50 Lonsdale Street Melbourne Victoria 3000

Telephone Number: (03) 9096 0000

Fax Number: (03) 9096 9231

Email Address: sylwia.pichel.housing@dhs.vic.gov.au

Council’s Contact Position

Position: Property Officer

Incumbent: Karen Ratcliffe

Address: PO Box 21 Daylesford 3460

Telephone Number: (03) 5348 2306

Fax Number: (03) 5348 2911

Email Address: shire@hepburn.vic.gov.au

10.12. REBUILDING THE LAKE DAYLESFORD BOATHOUSE CAFE

COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF MANAGEMENT FOR LAKE DAYLESFORD RESERVE

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Manager Risk and Property, I Grant Schuster have no interests to disclose in this report.

PURPOSE

The purpose of this report is to present the draft plans for rebuilding the Lake Daylesford Boathouse Cafe to Council for its approval.

BACKGROUND

The former Lake Daylesford Boathouse Cafe was destroyed by a fire on Saturday 8 December 2012.

The building site is located on the Lake Daylesford Reserve which is a Crown Land permanent reserve of 1881. Council, as Committee of Management pursuant to S14 (2) of the *Crown Land (Reserves) Act 1978*, is responsible for the management of the buildings, including construction, maintenance and insurance.

Council held insurance for the building, and some of the kitchen fixed fit-out, under the JLT Municipal Asset Protection Plan (JMAPP).

The damaged Boathouse was demolished in late December 2012, with only the unburnt parts of the deck and floor remaining. This process was managed by JMAPP, who appointed the demolishers.

The site remains fenced off and locked.

ISSUE / DISCUSSION

Council officers have been working closely with representatives of JMAPP to achieve the rebuilding of the iconic Lake Daylesford Boathouse Cafe. JMAPP, as insurer, will make adjustments to the new building to meet current building standards, but will not pay for any upgrade works.

A project manager and architects have been appointed by our insurer JMAPP to develop plans and a scope of works to reinstate the building to the modern compliant equivalent of what was there.

The key changes resulting from the latest requirements in the Building Code of Australia are:

- The requirement to include toilets inside the building;
- Accessibility requirements resulting in the building all being on one level and accessible for all, and
- Improved environmental sustainability standards

Draft schematic plans for the new Lake Daylesford Boathouse Cafe have been provided and are attached for Council's review and approval.

Following approval of the schematic plans, the project manager and architect will prepare detailed plans and associated reports for building permit and construction purposes.

In order to operate the facility, Council needs to understand its options. It is suggested that a public expression of interest process be undertaken to obtain proposals from interested parties. The process should be broad enough that a range of different operating arrangements can be considered.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

The rebuilding of the Lake Daylesford Boathouse Cafe will replace a current asset which was destroyed by fire, rather than a new asset. As such, the activity is part of managing Council's assets.

The proposed plans, as attached, seek to meet all current requirements of the Building Code of Australia. In particular, the provisions of the *Disability (Access to Premises - Buildings) Standards 2010* are met in these plans. In addition, the process of obtaining a building permit for this project will confirm that all requirements are met.

FINANCIAL IMPLICATIONS

Council has a deductible (excess) of \$1,000 under its insurance policy. All other costs of the rebuild will be covered by our JMAPP insurance cover.

Costs associated with conducting the public expression of interest process will be met by Council.

RISK IMPLICATIONS

This project seeks to replace an iconic building which was destroyed by fire. There will be a wide range of community views as to what will be built to replace it. However, the capacity of Council to implement the wide range of views is limited by this being an insurance claim which replaces like for like, while meeting current building standards. As such, it is important that the limitations be communicated to the community to explain the choices in rebuilding.

A key risk is that the rebuilding process takes longer than anticipated. By approving the attached plans, our insurers will be able to move ahead with seeking to appoint a builder and commence reconstruction.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The former Lake Daylesford Boathouse Cafe was iconic to the region and known by many. Its rebuild, in a way which is sympathetic to the surrounds, is important for the community and for the economic activity of the local area.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The previous tenant of the former Boathouse has been very supportive in assisting Council to understand what existed at the site prior to the fire.

The attached plans have gone through many iterations as a result of discussions with Rural Access Victoria and Council's Municipal Building Surveyor with the aim of producing an accessible and compliant building.

Wider consultation with people involved in the hospitality industry has not been undertaken as we have been limited to rebuilding like for like and to avoid influence from an individual or organisation who may submit an expression of interest to operate the facility. The facility has been developed to enable flexibility for any future operator.

CONCLUSION

The proposed plans for rebuilding the Lake Daylesford Boathouse Cafe are presented for Council's approval.

OFFICER'S RECOMMENDATION

That Council:

- 10.12.1 Approves the proposed plans for rebuilding the Lake Daylesford Boathouse Cafe.
- 10.12.2 Endorses Council officers to continue to work with our insurers, JMAPP, to progress the rebuilding of the facility on the basis of the proposed plans

MOTION

That Council:

10.12.1. Approves the proposed plans for rebuilding the Lake Daylesford Boathouse Cafe.

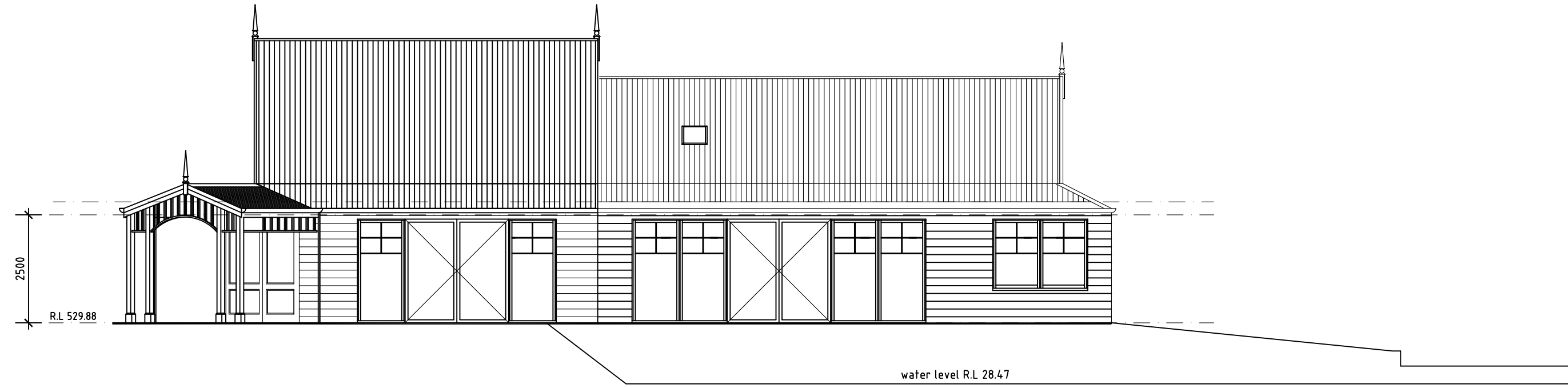
10.12.2. Endorses Council officers to continue to work with our insurers, JMAPP, to progress the rebuilding of the facility on the basis of the proposed plans.

Moved: Councillor Kate Redwood

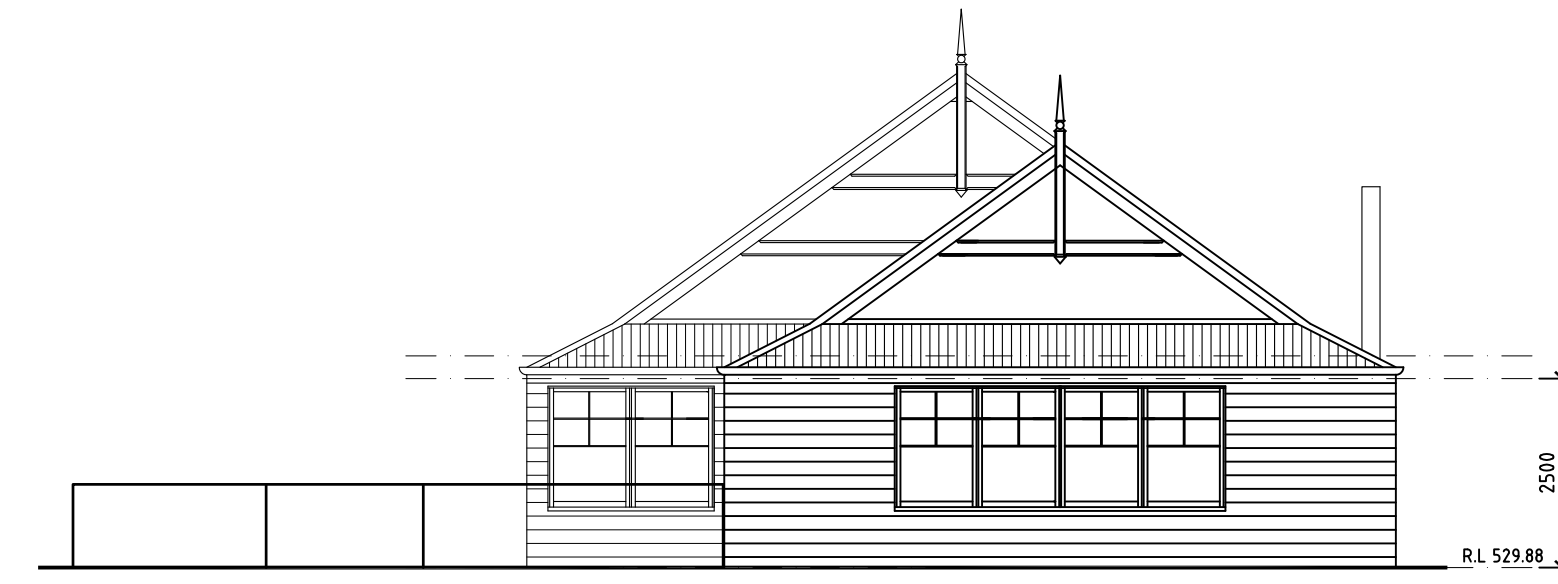
Seconded: Councillor Pierre Niclas

Carried.

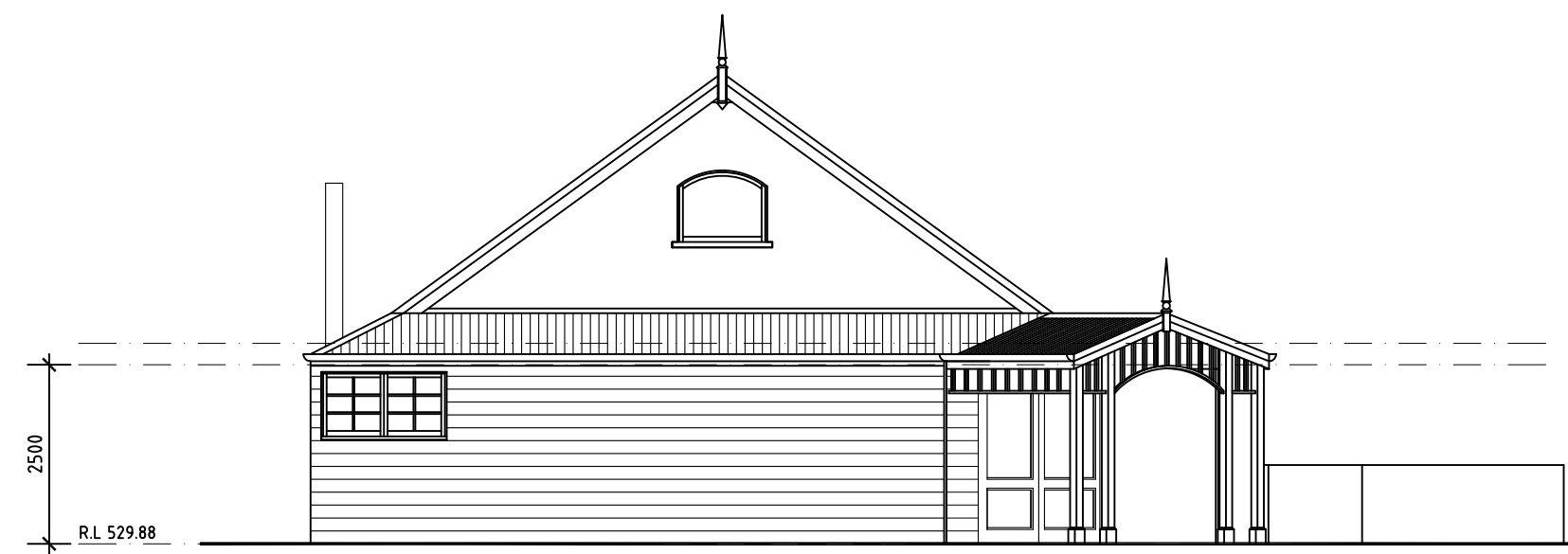
**ATTACHMENT 13 - PROPOSED PLANS FOR REBUILDING LAKE
DAYLESFORD BOATHOUSE CAFE**



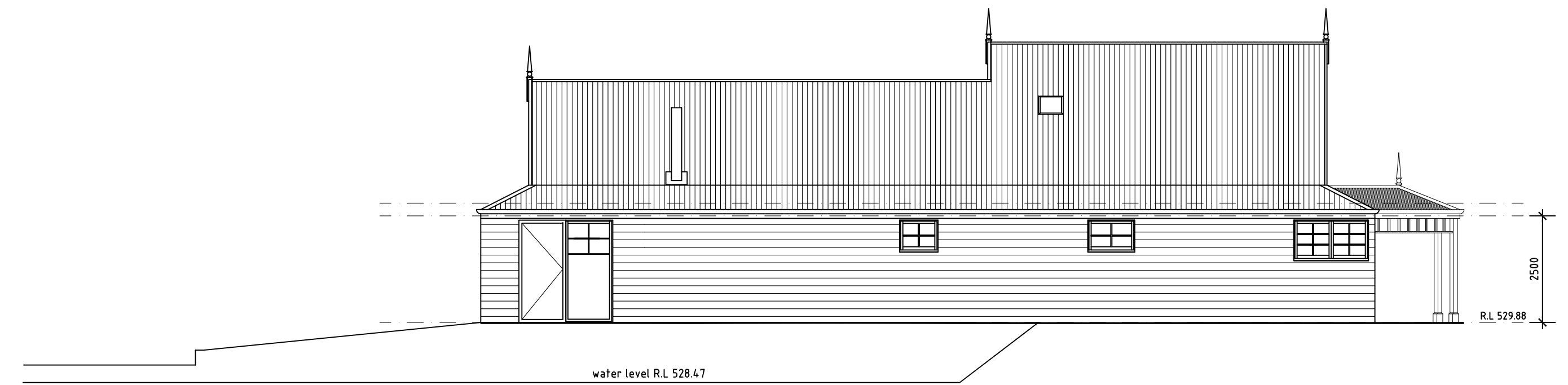
east elevation



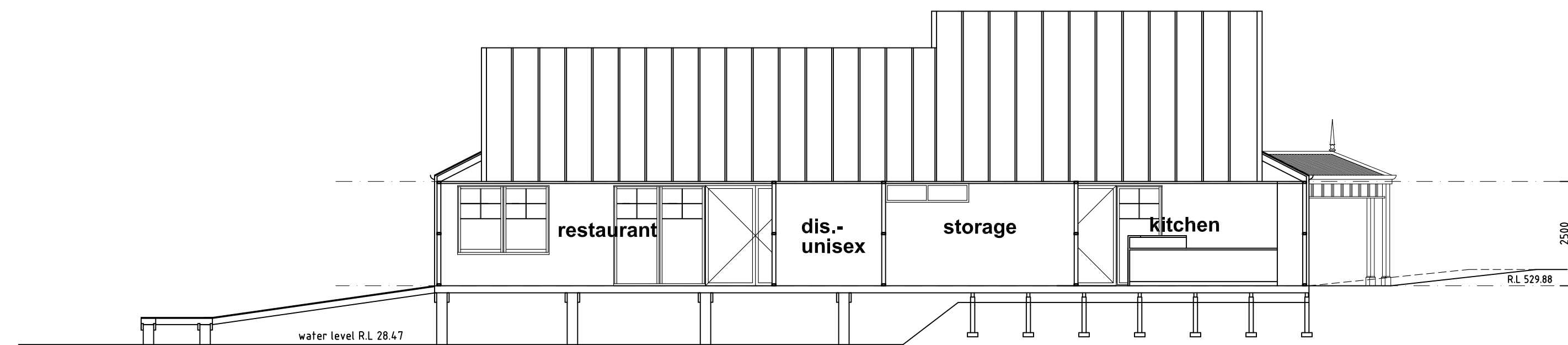
north elevation



south elevation



west elevation



section A-A

REVISION:	ISSUE:	CHECKED:	DATE:	CAD FILE:

This drawing is copyright and confidential apart from any fair dealings as permitted under the copyright. No part may be reproduced by any persons without written permission of Kavekris Urban Design, and is not to be used in any manner prejudicial to the interest of that company. This drawing and attached sheets remain the property of Kavekris urban design unless otherwise specified. All dimensions are in millimeters and all drawing content must be verified on site prior to commencement of any work. In the event that there are any errors or discrepancies in the drawings the constructor must contact our office prior to commencement of works.

DRAWING LEGEND:
WD - WORKING DRAWINGS
TI - TENDER ISSUE-NOT FOR CONSTRUCTION
TP - TOWN PLANNING
SK - SCHEMATIC DESIGN
DD - DESIGN DEVELOPMENT

KAVELLARIS URBAN DESIGN <small>architecture interior planning urbandesign consultants</small> 53 Victoria Parade, Collingwood 3066 - Vic. Australia t: + 61 3 9417 1116 f: + 61 3 9417 1119 enquiries@kud.com.au www.kud.com.au	PROJECT No: 13-003				
	TITLE: Proposed Elevations & Section ADDRESS: Lake Daylesford VIC, Boat House CLIENT: Shire of Hepburn				
DATE: 6-06-2013	DRAWN: RSM	SCALE: 1:100	REV: -	SHEET: 2 of 2	REASON FOR ISSUE: SK4

Councillor Kate Redwood left the meeting at 7:46 pm due to an indirect Conflict of Interest and returned to the meeting at 7:52 pm.

**10.13. REVIEW OF B-DOUBLE PERMITS - STANBRIDGE STREET, DAYLESFORD
GENERAL MANAGER INFRASTRUCTURE**

In providing this advice to Council as the Manager of Assets and Engineering Services, I Richard Russell have no interests to disclose in this report.

PURPOSE

The purpose of this report is to provide Council with information on traffic flow statistics for Stanbridge Street and East Street, Daylesford and the number of B-Double permits issued.

BACKGROUND

At its Ordinary Meeting on 19 March 2013, Council considered the renewal of a permit from Daylesford and Hepburn Mineral Springs Co, to use Stanbridge Street, Daylesford for B-Double and commercial vehicles and at that meeting Council called for a further report that details

- *The number of existing B-Double permits in place for Stanbridge Street and East Street, Daylesford and their respective expiry dates;*
- *Traffic flow statistics for Stanbridge Street and East Street Daylesford, including speed profile and number of heavy vehicle movements.*

ISSUE / DISCUSSION

This traffic flow data for East and Stanbridge Streets has been collected using traffic counter/classifiers which collect information on speed and type of vehicle. The data was collected over a 2 week period from 6 to 20 March 2013. The position of the traffic counters where the data was collected is shown below.



Both streets are speed zoned as 50 km/hr with Stanbridge Street being a residential street that allows access to East Street. East Street has a mixture of residential and industrial uses and has a height limiting railway bridge between Central Springs/Victoria Street and Railway Court that limits truck access to the industrial precinct in East Street.

From the recorded data, the average speed in Stanbridge Street is 53 km/hr and average speed in East Street over the three sites ranged from 45.6 km/hr to 52 km/hr (refer to Table 5 for more detailed information). Although the average speed of all traffic is close to the speed limit of 50 km/hr the majority of vehicles are still travelling above the speed limit with 58.4 % above 50 km/hr in Stanbridge Street and up to 63.1% above the speed limit in East Street. Options for reducing vehicle speed are limited and the only realistic method to reduce speed is enforcement action.

The traffic volumes for Stanbridge and East Street are provided in Table 1, East Street has a vehicle count near the industrial precinct of 1,436 vehicles per day and Stanbridge Street has a count of 890 vehicles per day. Both streets are sealed and constructed to a suitable width for the traffic volumes they carry as residential streets.

The volumes of heavy truck traffic which use these two streets are detailed in Tables 1 and 2. Stanbridge Street has an average of 1 B-Double, 4 semi trailers, 4 heavy tandem trucks and 33 small trucks or buses per day. East Street site 2 has an average of 1 B-double per day and the location of the traffic counter indicates it is most likely not accessing the industrial precinct. The East Street sites 1 and 3 carry most of the commercial traffic and this traffic appears to access the industrial precinct and the highest vehicle counts are 4 semi trailers, 15 heavy tandem trucks and 97 small trucks or buses per day. From the traffic data there is a small number of heavy trucks using

Stanbridge Street while East Street appears to be carrying most of the heavy truck traffic.

Vehicle Type	Average Vehicle Count per Day 06-March to 20 March 2013			
	East Street Site 1	East Street Site 2	East Street Site 3	Stanbridge Street
B-Doubles	0	1	0	1
Semi Trailers	4	1	2	4
Tandem Trucks	10	2	15	4
Two Axle Truck or Bus	97	18	81	33
Short towing trailer or caravan	52	13	36	23
Sedan, wagon or light van	1,267	534	1,103	820
Motor cycles	6	3	2	5
TOTAL VEHICLES	1,436	572	1,239	890

Table 1

Average Vehicle Count per Day as a Percentage 06-March to 20 March 2013				
Vehicle Type	East Street Site No 1	East Street Site No 2	East Street Site No 3	Stanbridge Street
	Average Vehicle Count per day	Average Vehicle Count per day	Average Vehicle Count per day	Average Vehicle Count per day
B-Doubles	0.0%	0.2%	0.0%	0.1%
Semi Trailers	0.3%	0.2%	0.2%	0.4%
Tandem Trucks	0.7%	0.3%	1.2%	0.4%
Two Axle Truck or Bus	6.8%	3.1%	6.5%	3.7%
Short towing trailer or caravan	3.6%	2.3%	2.9%	2.6%
Sedan, wagon or light van	88.2%	93.4%	89.0%	92.1%
Motor cycles	0.4%	0.5%	0.2%	0.6%
	100.0%	100.0%	100.0%	100.0%

Table 2

The following two tables provide information on the measured speeds of vehicles that are using East Street and Stanbridge Streets.

Speed Range of Vehicles 06-March to 20 March 2013								
Speed Range km/h	East Street Site 1		East Street Site 2		East Street Site 3		Stanbridge Street	
	Vehicles per day	%	Vehicles per day	%	Vehicles per day	%	Vehicles per day	%
0-10	0	0.0%	0	0.0%	0	0.0%	0	0.0%
10-20.	16	0.2%	95	1.2%	397	2.3%	121	1.0%
20-30	99	1.0%	186	2.3%	2343	13.5%	408	3.3%
30-40	795	7.9%	642	8.0%	2548	14.6%	1288	10.3%
40-50	3391	33.7%	2038	25.4%	4683	26.9%	3364	27.0%
50-60	4270	42.4%	3475	43.3%	5666	32.5%	5128	41.1%
60-70	1304	12.9%	1357	16.9%	1619	9.3%	1974	15.8%
70-80	169	1.7%	191	2.4%	145	0.8%	163	1.3%
80-90	25	0.2%	30	0.4%	13	0.1%	18	0.1%
91-100	1	1.0%	4	0.05%	1	0.01%	3	0.02%
100-110	0	0.0%	0	0.0%	0	0.0%	0	0.0%
110-120	0	0.0%	0	0.0%	1	0.0%	1	0.01%

Table 3

Speed Range as a Cumulative Percentage				
06-March to 20 March 2013				
	East Street Site 1	East Street Site 2	East Street Site 3	Stanbridge Street
Speed Range km/hr	Cumulative Percentage	Cumulative Percentage	Cumulative Percentage	Cumulative Percentage
0-10	0.0%	0.0%	0.0%	0.0%
10-20.	0.2%	1.2%	2.3%	1.0%
20-30	1.2%	3.5%	15.8%	4.3%
30-40	9.1%	11.5%	30.4%	14.6%
40-50	42.8%	36.9%	57.3%	41.6%
50-60	85.2%	80.2%	89.8%	82.7%
60-70	98.1%	97.1%	99.1%	98.5%
70-80	99.8%	99.5%	99.9%	99.8%
80-90	99.9%	99.9%	100.0%	99.9%
91-100	100.0%	100.0%	100.0%	99.9%
100-110	100.0%	100.0%	100.0%	99.9%
110-120	100.0%	100.0%	100.0%	100.0%

Table 4

The following table provides information on a statistical basis analysis method.

	East Street Site No 1	East Street Site No 2	East Street Site No 3	Stanbridge Street
Average Speed km/hr	51.4	52.0	45.6	53
Most Common Speed (median) km/hr	51.5	52.6	47.9	53.6
85% vehicles speed km/hr **	59.8	61.6	57.6	63.7
20 km/h Range	41-61	44-64	40-60	45-65

Table 5

** The speeds at or below 85% of all vehicles are observed to travel under free flowing conditions. This is an internationally recognised method of assessing traffic speeds.

B-Double Permits Issued

The only current permit for B-Double trucks and commercial vehicles is for Stanbridge Street and this was issued by Council to Daylesford and Hepburn Mineral Springs Co to operate B-Double trucks and commercial vehicles exceeding 16 tonnes and this permit expires on 19 March 2015. Council has also recently received an application from Peter and Geoff Jenkin Transport for a permit to use Stanbridge Street for a B-Double and semi trailers which is currently being considered by officers. This application will be the subject of a report to be presented to the July Council meeting.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Council's Freight Strategy 2012 provides a framework for the consideration of issues relating to heavy vehicle movements around the Shire.

FINANCIAL IMPLICATIONS

There are no direct financial implications from this report.

RISK IMPLICATIONS

There is always a risk of accidents to pedestrians and other vehicles from traffic exceeding the speed limit; however it is beyond Council's jurisdiction to enforce speed limits. Council can write to the Victoria Police informing them of the speed concern and request that traffic enforcement be undertaken. Council can also write to VicRoads requesting traffic enforcement against trucks over 16 tonne using Stanbridge Street without a permit.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Residential streets have a primary purpose to provide access to collector roads from residential properties. Stanbridge and East Streets are also used to provide access to the industrial estate in East Street for vehicles which cannot pass under the railway bridge and no other suitable alternative access available.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

There has been significant public disquiet in the use of Stanbridge Street by B-Doubles and heavy trucks to access the industrial precinct in recent years. During the Freight Strategy public consultation, it was acknowledged that Stanbridge Street is not the preferred route to access the industrial precinct, however until the East Street bridge provides high clearance or an alternative route is available, the use of Stanbridge Street remains the only practical option in the short term.

CONCLUSION

Council has undertaken a series of traffic counts in East and Stanbridge Streets to establish the number of vehicle trips undertaken by respective vehicle types and their speeds. This information has shown that a significant portion of traffic is exceeding the 50 km/hr speed zone. Council has only one current B-Double permit which is issued to Daylesford and Hepburn Mineral Springs Co and expires on 19 March 2015.

OFFICER'S RECOMMENDATION

That Council:

- 10.13.1 Receives and notes this report.
- 10.13.2 Writes to Victoria Police seeking speed enforcement in Stanbridge and East Streets to reduce traffic speed.
- 10.13.3 Writes to VicRoads seeking enforcement of the 16 tonne load limit on Stanbridge Street.

MOTION

That Council:

- 10.13.1. Receives and notes this report.*
- 10.13.2. Writes to Victoria Police seeking speed enforcement in Stanbridge and East Streets to reduce traffic speed.*
- 10.13.3. Writes to VicRoads seeking enforcement of the 16 tonne load limit on Stanbridge Street.*

Moved: Councillor Pierre Niclas
Seconded: Councillor Neil Newitt
Carried.

10.14. MUNICIPAL EMERGENCY MANAGEMENT PLANNING: COMMUNITY EMERGENCY RISK ASSESSMENT AND HEPBURN SHIRE FLOOD EMERGENCY PLAN

GENERAL MANAGER INFRASTRUCTURE

In providing this advice to Council as the Manager Assets and Engineering Services, I Richard Russell have no interests to disclose in this report.

PURPOSE

The purpose of this report is to provide the Community Emergency Risk Assessment and the Hepburn Flood Emergency Plan for the consideration of Council for inclusion as sub plans in the Municipal Emergency Management Plan (MEMP).

BACKGROUND

The Community Emergency Risk Assessment (CERA) is a new risk assessment process that assists Municipal Emergency Planning Committees (MEMPCs) to identify and rate emergency risks and consider if there are improvement or mitigation opportunities for each risk. The CERA replaces the previous Community Emergency Risk Management (CERM) system.

The Hepburn Shire Flood Emergency Plan has been developed following a process led by the VicSES using a standard document template. The Plan is for the whole of the Hepburn Shire but has an emphasis on Creswick and Clunes arising from the floods of 2010-2011. The purpose of the plan is to detail the arrangements agreed for the planning, preparedness/prevention, response and recovery for flood events within the Hepburn Shire. Ancillary to the flood plan is the Creswick Local flood Guide launched by the VicSES on 11 May.

ISSUE / DISCUSSION

Community Emergency Risk Assessment (CERA)

The purpose of the CERA is to take a broad look at the risks that may impact upon the Hepburn Shire community. Those risks are then rated using a risk rating matrix using the likelihood that an emergency (e.g. bushfire) will occur and the consequences if the event does occur. This allows the risks to be ranked in order of significance. The process then looks at what can be done to mitigate those risks and how potential mitigation actions affect the risk rating.

The MEMPC sub-committee comprising of the Victoria Police, Victoria SES, CFA, Hepburn Health, Ambulance Victoria, VicRoads, Central Highlands

Water, Emergency Management and Health and Human Services and chaired by Cr Bill McClenaghan, completed the CERA process. The CERA was then endorsed by the MEMPC for inclusion by Council into the MEMPlan.

Attachment 2 provides the Risk selection from the CERA .Attachment 3 provides the "Heat Map" showing risks where improvement can be achieved.

The CERA risk assessment process is methodical, however it is still subjective. Therefore, the risk assessment and rankings may be subject to debate and further review in the future. Nevertheless the process does identify the most significant risks for the community and there are limits to the amount of control that Council can exercise to mitigate them.

The CERA process needs to be reconsidered annually and after any significant emergency event. A full review needs to occur as part of the 3 year audit cycle for the MEMP. The CERA process has identified opportunities for improvement which are detailed in the Plan with some milestone target dates.

Hepburn Shire Flood Emergency Plan

Flood events occurred in the towns of Clunes and Creswick in 2010-2011. There is history of flood events previously in these two towns and also flooding in other parts of the municipality.

The Hepburn Shire Flood Emergency Plan (refer Attachment 1) has been developed by a sub-committee of the Municipal Emergency Management Planning Committee using a process led by the VicSES. The Plan is for the whole of the Hepburn Shire and emphasises Creswick and Clunes due to the floods of 2010-2011. The purpose of the plan is to detail the arrangements for preparedness, response and recovery from flood incidents within the Hepburn Shire.

The plan includes:

- Preparedness arrangements;
- Response arrangements;
- Emergency relief and recovery arrangements;
- Information on rainfall events and expected flows in the creek;
- A table has been prepared for Creswick listing all the properties subject to flooding, the floor level and the flood level. This table will not be made available in the public version of the flood plan, but will be made available to members of the MEMPC.

The plan has particular detail about the townships of Creswick and Clunes which are both subject to riverine flooding.

The plan will need to be updated regularly as further information becomes available for Creswick, Clunes and other areas within the municipality.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

The *Emergency Management Act 1986* requires Council to prepare and maintain a Municipal Emergency Management Plan. The objectives of the Act include provision for prevention, response and recovery. A municipal council must appoint a municipal emergency planning committee whose function is to prepare a draft municipal emergency management plan for consideration by the municipal council.

FINANCIAL IMPLICATIONS

There are no direct financial implications arising from the adoption of these two sub plans of the MEMP.

RISK IMPLICATIONS

The Community Emergency Risk Management (CERA) process is designed to assist Council to determine the potential emergencies with highest risk ratings and work cooperatively with other agencies to mitigate those risks.

The Flood Emergency Plan addresses one of the most significant risks for the community and makes provision for managing that risk. Both documents are designed to mitigate risk to the Council and the community.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The documents do not have any direct affect on the environment. Implementation of flood mitigation works that might arise from the Flood Emergency Plan will require a normal process of environmental assessment and approvals. Both documents are designed to reduce the risk to the community and therefore are beneficial to Social and Economic wellbeing.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Municipal Emergency Management Planning Committee (MEMPC) includes representation from the emergency services and various government agencies involved in emergency response.

The MEMP Committee appointed sub committees for the development of the CERA and the Flood Emergency Plan. The CERA sub committee consisted of representatives of relevant agencies and Council staff.

The flood plan committee included members from the Flood Management Think Tank Action Group (Creswick) and representatives of relevant agencies of the MEMP committee and Council.

The Flood Management Think Tank Action Group is a community group formed after the flood events of 2010 and 2011 and they were also represented on the steering committee for the development of the Creswick Flood Mitigation and Urban Drainage Plan.

CONCLUSION

The Community Emergency Risk Management process has been completed and the document is ready for inclusion as a Sub Plan of the MEMP.

The Hepburn Emergency Flood Plan will be subject to further review over the next 12 months, however it is at a stage where it should be included as a sub plan of the MEMP as it will enhance the capacity of Council, VicSES and the community to prepare for; respond to and recover from a flood.

OFFICER'S RECOMMENDATION

That Council:

- 10.4.1 Approves the Community Emergency Risk assessment Document for inclusion as a sub plan in the Municipal Emergency Management Plan.
- 10.4.2 Approves the Hepburn Shire Flood Emergency Plan for inclusion as a sub plan in the Municipal Emergency Management Plan.

MOTION

That Council:

- 10.14.1. Approves the Community Emergency Risk assessment Document for inclusion as a sub plan in the Municipal Emergency Management Plan.*
- 10.14.2. Approves the Hepburn Shire Flood Emergency Plan for inclusion as a sub plan in the Municipal Emergency Management Plan.*

Moved: Councillor Don Henderson

Seconded: Councillor Pierre Niclas

Carried.

**ATTACHMENT 14 - HEPBURN SHIRE FLOOD EMERGENCY PLAN
(Issued Under Separate Cover)**

ATTACHMENT 15 - CERA RISK ASSESSMENT TOOL – RISK SELECTION

Risk Selection

Insert reference numbers 1 through 20 next to the Emergency Risks to be included in the assessment
Check the table on the right to ensure it is as you expected.

Risk Category	Risk Code	Emergency Risk	Ref Num
Natural Disasters	BF - L	Bushfire - large, regional	1
	BF - S	Bushfire - small, isolated	
	EQ	Earthquake	
	FL1	Flood - Moderate	
	FL2	Flood - Major	2
	FL3	Flood - Extreme	
	ET-HW	Extreme temperatures - heatwave	3
	LS	Landslip	
	ST	Storm	4
	SS	Storm surge	
	TO	Tornado	
	TS	Tsunami	
	O1	Other - please specify	
	O2	Other - please specify	
O3	Other - please specify		
Transport	T-AC	Transport Accident - Aircraft	
	T-MC	Transport Accident - Marine, Commercial	
	T-MR	Transport Accident - Marine, Recreational	
	T-TR	Transport Accident - Train / Rail	5
	T-RD	Transport Accident - Road, private vehicle, incl bicycle	6
	T-RD	Transport Accident - Road, large commercial vehicle	7
	O4	Other - please specify	
	O5	Other - please specify	
	O6	Other - please specify	
Human-caused	CD	Civil disturbance	
	DR	Drowning	
	FA	Falls	
	MP	Missing person	
	PA	Personal assault	
	PO	Poisoning	
	SU	Suicide	
	TE	Terrorism / massacre	
	O7	Community Event emergency	9
	O8	Other - please specify	
O9	Other - please specify		

Infrastructure	SF-BR	Structural failure - Bridge	
	SF-BU	Structural failure - Building	
	SF-D	Structural failure - Dam	
	SD-G	Service disruption - Gas	
	SD-E	Service disruption - Electricity	10
	SD-W	Service disruption - Water	
	RS-F	Resource shortage - Fuel	
	O10	Other - please specify	
	O11	Other - please specify	
	O12	Other - please specify	
Technical	BO	Bombing / Explosion	
	GMR	Gas main rupture / explosion	
	F - I	Fire - industrial	
	F - R	Fire - residential	
	HM-F	Hazardous materials release - from a facility	11
	HM-T	Hazardous materials release - in transport	
	CA	Cyber attack	
	MA	Mine accident	
	MP	Marine pollution	
	IA	Industrial accident	
	OS	Oil spill	
	O13	Other - please specify	
	O14	Other - please specify	
	O15	Other - please specify	
Biological	HE	Human epidemic / pandemic	12
	IP	Insect pest incursion	
	PE	Plant epidemic	
	AE	Exotic animal disease	
	CO	Food / water supply contamination	13
	O16	Mineral springs water contamination	
	O17	Asbestos contamination	14
	O18	Other - please specify	

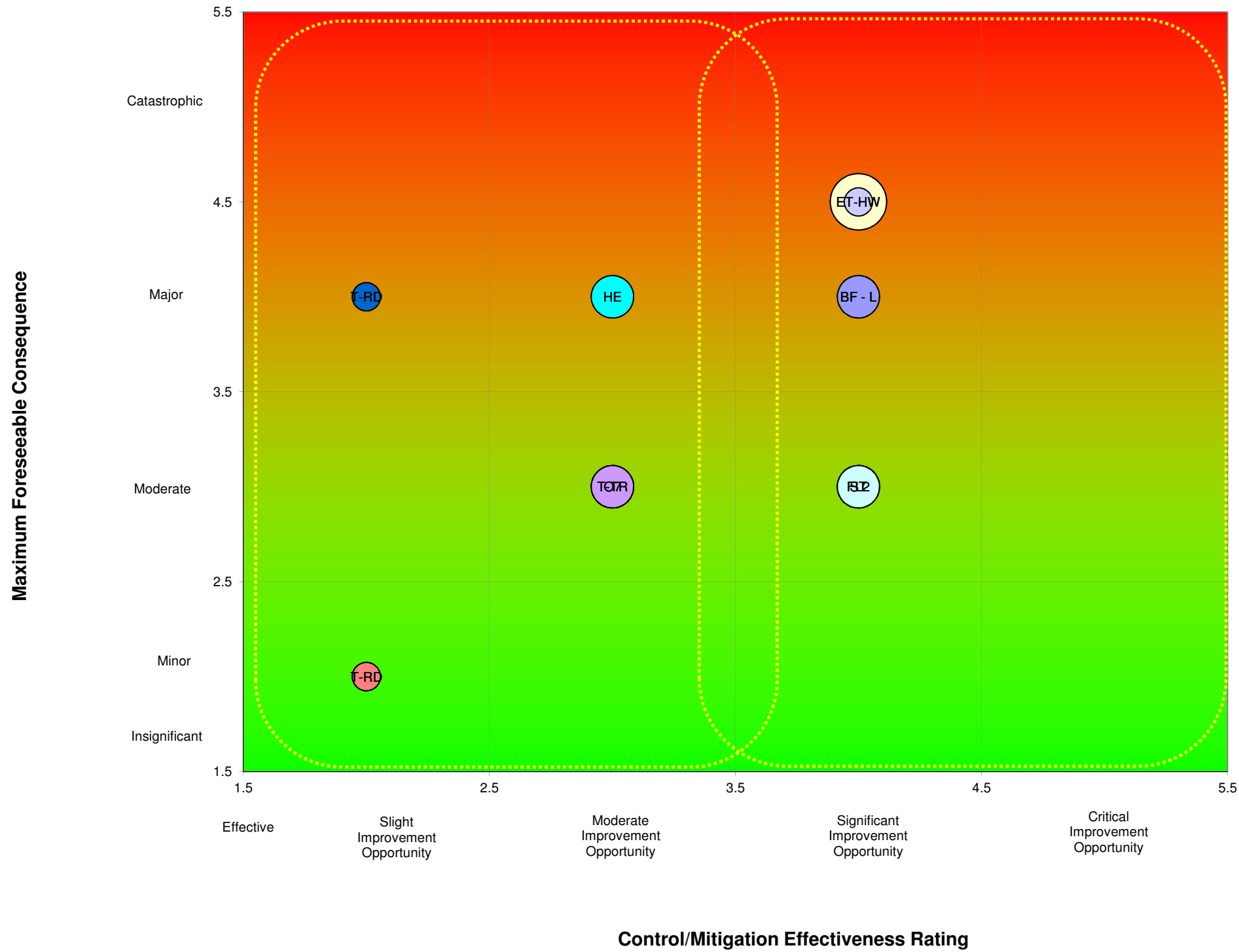
Ref Num	Risk Code	Emergency Risk
1	BF - L	Bushfire - large, regional
2	FL2	Flood - Major
3	ET-HW	Extreme temperatures - heatwave
4	ST	Storm
5	T-TR	Transport Accident - Train / Rail
6	T-RD	Transport Accident - Road, private ve
7	T-RD	Transport Accident - Road, large com
8		
9	O7	Community Event emergency
10	SD-E	Service disruption - Electricity
11	HM-F	Hazardous materials release - from a
12	HE	Human epidemic / pandemic
13	CO	Food / water supply contamination
14	O17	Asbestos contamination
15		
16		
17		
17		
18		
19		
19		
20		

**ATTACHMENT 16 - CERA RISK ASSESSMENT TOOL –
HEAT MAP SHOWING RISKS WHERE IMPROVEMENT CAN BE
ACHIEVED**

Community Emergency Risk Assessment (CERA) Heat Map

MONITOR CONTROLS

ENHANCE CONTROLS



Hepburn 6/12/2012			
Code	Risk	Ratings Confidence	Residual Risk Rating
BF - L	Bushfire - large, regional	High	High
FL2	Flood - Major	High	Medium
ET-HW	Extreme temperatures - hea	Low	High
ST	Storm	Med	Medium
T-TR	Transport Accident - Train /	Med	Medium
T-RD	Transport Accident - Road, p	High	Low
T-RD	Transport Accident - Road, l	High	Medium
		Low	Medium
O7	Community Event emergenc	Med	Medium
SD-E	Service disruption - Electricit	Med	Low
HM-F	Hazardous materials release	Med	Medium
HE	Human epidemic / pandemic	Med	High
CO	Food / water supply contami	Low	Low
O17	Asbestos contamination	Low	Low

Note: Size of bubble reflects level of residual likelihood

10.15. CRESWICK AND DISTRICT MOTORCYCLE CLUB INC - LICENCE RENEWAL

COUNCIL IS CONSIDERING THIS REPORT IN ITS ROLE AS COMMITTEE OF MANAGEMENT FOR ALLENDALE RECREATION RESERVE GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Property Officer, I Karen Ratcliffe have no interests to disclose in this report.

PURPOSE

The purpose of this report is to consider a request from the Creswick and District Motorcycle Club Inc, as current licensee of the Allendale Recreation Reserve, to exercise its option to renew its licence for a further term of three years.

BACKGROUND

Council is the Committee of Management for the Allendale Recreation Reserve ('the Reserve'). The Creswick and District Motor Cycle Club Inc ('the Club') has occupied and used the Reserve for its activities for more than 35 years by way of three year licences issued under Section 17(2) of the *Crown Land (Reserves) Act 1978*.

The Club provides a unique facility for youth of all abilities aged 4 to 16 to develop safe motorcycle riding skills. Bike capacities are limited to between 50cc and 100cc and the Club has a set of rules covering mechanical condition of bikes, competition and behaviour.

The Club has approximately 80 participants and provides social and community connection for young people.

The most recent licence expired on 31 December 2012. Since then, Council officers and the Club's President have met and agreed upon operational matters at the Reserve. All requirements of the Club under the licence, such as insurance certificates and a risk management plan are current.

A review of Council records has not revealed any breach of the licence terms and conditions and there are no known complaints about the Club's activities.

ISSUE / DISCUSSION

It is proposed to issue a new three year licence for the period 1 January 2013 to 31 December 2015 for the Creswick and District Motorcycle Club Inc to continue to use the Allendale Recreation Reserve. The following information is provided in relation to this:

- A standard section 17(2) crown land licence is used.
- No advertising is required under the *Crown Land (Reserves) Act 1978*.
- Repairs and maintenance at the Reserve are a Club responsibility, whilst Council is responsible for the large trees in the Reserve.
- Special conditions of the licence include the provision of annual reports, a schedule of events and a risk management plan.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

This licence is granted under the powers of Section 17(2) of the *Crown Land (Reserves) Act 1978*. Council has Governor in Council certification under Section 17(1) of the Act to issue licences up to three years for this reserve without approval by the relevant Minister.

Policy # 9 Council Owned & Controlled Property requires that appropriate written occupancy arrangements be in place which supports good governance objectives and principles.

FINANCIAL IMPLICATIONS

There are no significant financial implications regarding the renewal of this licence. The Club pays the annual Licence fee of \$104 + GST, based on the Department of Environment and Primary Industries ('DEPI') established fee for community based organisations.

RISK IMPLICATIONS

The Licence requires the Club to hold public liability insurance of \$10m and evidence of this is to be provided. The licence also stipulates a requirement of the Club to submit an annual risk management plan which covers such issues as personal injury, fires and other emergencies at the property. The current risk management plan is attached.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Hepburn Shire Council recognises that participation in recreational groups and clubs provide important social connection and benefits for communities. No other implications are envisaged regarding this licence.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The request to renew the licence originated from the Club which has approximately 80 participants and is an excellent example of community strengthening. Council officers have liaised with the Club regarding maintenance, safety and other operational matters.

CONCLUSION

The renewal of this three year licence issued under Section 17(2) of the *Crown Land (Reserves) Act 1978* is presented for Council's approval.

OFFICER'S RECOMMENDATION

That Council:

- 10.15.1 Approves the renewal of the Creswick and District Motorcycle Club Inc licence at Allendale Recreation Reserve for a further term of three years ending 30 December 2015.
- 10.15.2 Authorises the Chief Executive Officer and the Mayor to sign and seal the attached licence document.

MOTION

That Council:

- 10.15.1. Approves the renewal of the Creswick and District Motorcycle Club Inc licence at Allendale Recreation Reserve for a further term of three years ending 30 December 2015.*
- 10.15.2. Authorises the Chief Executive Officer and the Mayor to sign and seal the attached licence document.*

Moved: Councillor Don Henderson

Seconded: Councillor Greg May

Carried.

**ATTACHMENT 17 - LICENCE - ALLENDALE RECREATION RESERVE -
CRESWICK AND DISTRICT MOTORCYCLE CLUB INC -
1 JANUARY 2013 - 31 DECEMBER 2015**

LICENCE

CROWN LAND (RESERVES) ACT 1978
Section 17(2)

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Crown Land (Reserves) Act 1978* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

Date: / / 2013

.....

Aaron van Egmond – Chief Executive Officer
for and on behalf of the **Hepburn Shire Council** as Committee of Management
pursuant to the Crown Land (Reserves) Act 1978.

The **Licensee** hereby agrees to comply with the terms and conditions of this Licence and in witness the Common Seal of **Creswick & District Motor Cycle Club Inc** (Registered # A0002732T) ABN 38 491 134 569 was affixed in the presence of:

President
Brent Squires

Secretary
Mark Smith

NOTE:

1	<i>This Licence is an important document and should be stored in a secure and safe place. In the event of loss, a replacement fee will be charged.</i>
2	<i>The Licence is not valid until such time as the licence fee is received in full.</i>
3	<i>Ministerial approval is not required as pursuant to an approved ORDER made under Section 17 (1) Crown Land (Reserves) Act 1978, Council may issue tenures for this Reserve.</i>

INDEX

SCHEDULE

PLAN

LICENCE CONDITIONS

- 1 Grant**
- 2 Licensee's Obligations (Positive)**
 - 2.1 Licence fee**
 - 2.2 Rates and Taxes**
 - 2.3 Indemnity**
 - 2.4 Public Liability Insurance**
 - 2.5 Maintenance**
 - 2.6 Fire Protection Works**
 - 2.7 Condition at Termination**
 - 2.8 Notice of Defects and other matters**
 - 2.9 Compliance with Law**
 - 2.10 Arrears and Interest**
 - 2.11 Further Conditions**
- 3 Licensee's Obligations (Negative)**
 - 3.1 Use of Licensed premises**
 - 3.2 Create nuisance**
 - 3.3 Allow rubbish**
 - 3.4 Hazardous Chemicals**
 - 3.5 Assignment**
 - 3.6 Licensor's Entry**
 - 3.7 Void insurance**
 - 3.8 Erection of Improvements**
- 4 General Conditions**
 - 4.1 Termination upon Default**
 - 4.2 Termination without Default**
 - 4.3 Ownership of Improvements**
 - 4.4 Licensee's Chattels**
 - 4.5 Licensor may remove and dispose of property**
 - 4.6 Licensor's Agents**
 - 4.7 Notices**
 - 4.8 Debt recovery**
 - 4.9 Additional Approvals**
- 5 Definitions**
- 6 Interpretations**

SCHEDULE

ITEM

- 1 **Licence Number:** FOL/13/147
- 2 **Licensor:** Hepburn Shire Council ABN 76 845 763 535
- 3 **Licensee:** Creswick and District Motor Cycle Club Inc (Reg# A0002732T)
ABN 38 491 134 569
- 4 **Licensee's Address:** PO Box 1569, Ballarat Mail Centre, 3353
- 5 **Commencement Date:** 1 January 2013
- 6 **Term:** 3 years to 31 December 2015
- 7 **Licence fee:** \$104 per annum + GST
- 8 **Payable:** Annually in advance
- 9 **Reservation description:** Crown allotment 71A Parish of Springhill – refer to attached Plan
- 10 **Licensed premises:** Allendale Recreation Reserve, 16 Lone Hand Road, Allendale
- 11 **Area:** 2.833ha – See PLAN attached
- 12 **Powers under which Licence granted:** Section 17(2) Crown Land (Reserves) Act 1978
- 13 **Specified Purposes:** Junior recreation and motor cycle competitions, races and activities
- 14 **Amount of Public Liability Insurance:** \$10m
- 15 **Licensor Address:** PO Box 21, Daylesford, Vic 3460
- 16 **Special Conditions:**
 1. All maintenance and capital works requirements remain the responsibility of the tenant. The Landlord retains responsibility for the inspection, maintenance, major pruning and removal of large trees, as required, from the perimeter of the Premises.
 2. By 1 January each year during the Licence term, the tenant must submit an Annual Report which includes information on the level of use and maintenance carried out at the Reserve.
 3. Before each racing season the tenant must submit a schedule of events and activities for that season.
 4. By 1 January each year during the Licence term, the tenant must submit a current Risk Management Plan which must be relevant to, kept current, and observed for the purposes allowed by this Licence.

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 **Public Liability Insurance**

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Sustainability and Environment, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.5.1.1 Keep the licensed premises free of pest animals and weeds;

2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 **Fire Protection Works**

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

- 2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;
- 2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

- 2.10.1 Pay to the Licensor:-
 - 2.10.1.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
 - 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do not cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

- 3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-
 - 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
 - 3.6.1.2 inspection; or
 - 3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 *Erection of Improvements*

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 *General Conditions*

4.1 *Termination upon Default*

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 *Termination without Default*

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 *Ownership of Improvements*

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 *Licensee's Chattels*

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 *Licensor may remove and dispose of Licensee's chattels*

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 *Licensor's Agents*

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 *Notices*

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 *Debt recovery*

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 *Additional Approvals*

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 *Definitions*

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"**Department**" means the Department of Sustainability and Environment or its successor in law;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed premises**" means the land and structures described in Item 10 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensor**" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Sustainability and Environment or a person or class of person authorised by the Secretary to grant licences under Section 17B of the *Crown Land (Reserves) Act 1978*;

"**Minister**" means the Minister of the Crown for the time being administering the *Crown Land (Reserves) Act 1978*;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Sustainability and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994* , and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

- 6.1 A reference importing the singular includes the plural and vice versa.
- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- 6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

PLAN

Allendale Recreation Reserve
16 Lone Hand Road, Allendale
C/A 71A Parish of Springhill



Aerial – Showing large trees around reserve



**ATTACHMENT 18 - RISK MANAGEMENT PLAN 2013 – CRESWICK AND
DISTRICT MOTORCYCLE CLUB**



CRESWICK & DISTRICT MOTORCYCLE CLUB

Allendale Reserve, 16 Lone Hand Road, Allendale VIC 3364
www.cdmc.org.au



Risk Management Plan 2013

The Committee of the Creswick and District Motorcycle Club have the following in place to minimise the unforeseen risks associated with motorcycling activities undertaken at the Clubs facility located at the Allendale Reserve – Lone Hand Road Allendale.

- **Insurance**

- Public Liability Insurance Cover with Insurer QBE Commercial – Public Liability Cover of \$10,000,000-00 (refer to attached Certificate of Currency).
- The Creswick and District Motorcycle Club is an incorporated entity which provides legal liability protection for Executive Committee office bearers, General Committee members and individual members of the Creswick and District Motorcycle Club.

- **Track Safety**

- The Allendale Reserve on which the Creswick and District Motorcycle Club conducts its activities is well maintained with a minimum of two periodic working bees conducted each year which focuses on track maintenance and general facility upkeep.
- Prior to each scheduled event the track and facilities are inspected and anything found to be non serviceable or in a state of disrepair is either corrected (fixed) or eliminated (removed).
- Prior to an event being started a minimum of four marshals are required. For an event to commence there must be in place the following track marshals:-
 - i. Pit Marshal
 - ii. Start Marshal
 - iii. Track Marshal
 - iv. Stop Marshal
- It is compulsory for all marshals to wear a high visibility safety vest. The high visibility safety vests are supplied by the Creswick and District Motorcycle Club.
- Prior to the commencement of racing a compulsory rider's brief is conducted. The main objectives of the riders brief are to:-
 - i. Reinforce the requirements for all participants to adhere to the Club rules
 - ii. Ensure that all participants have appropriate safety apparel on and fitted correctly.
 - iii. Emphasise that safety is of paramount importance and any non-compliance to will not be tolerated.
- Parents and/or Guardians are encouraged to assist the competitors they are responsible for and are permitted onto the track area. Spectators are not permitted in the marshalled arena.
- Children not directly engaged in riding are not permitted to be in any part of the marshalled arena.

- **Protective Apparel and Motorcycles**

- Prior to a participant being granted access to the marshalled arena, the participant's motorcycle and safety apparel is subject to scrutineering.
- Scrutineering is conducted by a Scrutineer that is appointed by an Executive Member of the Creswick and District Motorcycle Club.
- Scrutineering Guidelines have been established to assist the Scrutineer to assess the condition of both safety apparel to be worn by a prospective participant; and the participant's motorcycle.
- Scrutineering of safety apparel and motorcycles must conform to the minimum standard as listed in the Scrutineering Guidelines; however scrutineering is not limited to the items listed in the guidelines.
- All Members of the Creswick and District Motorcycle Club are aware of the requirements to conform to the Scrutineering Guidelines, as they receive a copy of these guidelines on renewal of their membership to the Creswick and District Motorcycle Club (refer to attached copy of the Scrutineering Guidelines).

- **Club Rules**

- In addition to the Scrutineering Guidelines the Creswick and District Motorcycle Club has published a set of rules that all members and visitors to the clubs facility at the Allendale Reserve must abide by (refer to attached copy of the Club Rules).
- All Members of the Creswick and District Motorcycle Club agree to comply with these rules as they sign a declaration that they "*agree to be bound by and comply with the Club constitution and any By-laws, regulations or policies made under it*".

- **First Aid & Fire**

- In the event that a situation may arise whereby immediate medical attention needs to be rendered to a participant or spectator, the Creswick and District Motorcycle Club has four accredited first aiders with a minimum level 1 accreditation.
- The Creswick and District Motorcycle Club also have an up to date first aid kit which also contains relevant emergency contact details.
- Members are required to have Membership cover with Ambulance Victoria.
- Fire policy is listed in club rule 25. Additionally, fire extinguishers are to be placed in the Pits Area, Main Track & Back Track Area with the safety/track marshals, it is the marshal's responsibility to extinguish any fire & bring any concerns to the attention of a committee member, any immediate concerns/risks shall be addressed by the marshal. In the case of a larger fire, members will evacuate the site via the main exit and assemble on the road side, a member of the COM will call CFA on 000.

SCRUTINEERING GUIDELINES

GEAR CHECK

Helmets

Only full face helmets are permitted and they MUST comply with current Australian Standard AS1698 and the approval sticker/tag must be intact on the helmet. Helmets that have visual signs of damage will not be permitted.

Goggles

Motorcycle Goggles must be worn and in a serviceable condition (i.e. lenses should be clean and relatively scratch free)

Gloves

Gloves must be worn and should be an appropriate size for each rider (incorrect fitting gloves may impede correct use of the bike controls).

Boots

Whilst motorcycle boots are not compulsory the Club is supportive of children wearing proper fitting motorcycle boots. The wearing of sturdy shoes with laces is permitted but the laces must be suitably taped up Elastic side boots are permitted as well.

MECHANICAL CHECK

All Motorbikes and Quad bikes must be in good mechanical order and condition.

Throttle

The throttle must be able to return from a “full throttle” position to a “no throttle” position unaided.

Brakes

Both front and rear brakes must be operational and within the manufactures specified “tolerance of play”. All levers and pedals should return to the “non-braking” position unaided.

Levers, pedals, spokes and bars

All levers, pedals and spokes must be in a serviceable condition (i.e. not broken, excessively loose or missing). The hand grips are not to be torn and the bar ends must be capped or plugged.

Exhaust systems and spark arrestors

All motorbikes and quad bikes must have an exhaust silencer fitted and a suitable spark arrestor intact as part of the motorbike's or quad bikes exhaust system. Exhaust systems must be secured correctly to all the motorbikes and quad bikes.

The Club Rules

1. Only children ranging in age from 4 to 16 years old can compete and must be a current club member prior to entering the marshalled arena.
2. Only motorbikes and quad bikes up to 150^{CC} (four strokes) and up to 100^{CC} (two strokes) are accepted and must be mechanically sound.
3. All competitors must wear – full face helmet (meeting the minimum requirement of the approved Australian standard AS1698), goggles, gloves, preferably boots with no laces, long sleeve top and pants. The wearing of sturdy shoes with laces is permitted but the laces must be suitably taped up. All the above must be in good condition.
4. All race numbers must be clearly displayed on a competitor's back. The minimum height of these numbers is 12cm. If practicable, numbers should also be displayed on the front and side number plates of the motorbike or quad bike using contrasting colours (e.g. black numbers on white background). A new member will be assigned a temporary bid for their first day of competition only.
5. Gates open at 8.30am on race days and all competitors are to be registered by 9.45am. Racing will commence at approximately 10am after a short rider's brief. **NOTE:** Racing can not commence until the appropriate number of pit marshals, track marshals and scorers have been assigned.
6. Parents or Guardians over the age of 16 must provide adequate supervision at all times for any child for whom they are responsible. Please note the Club is **NOT** a child-minding service.
7. Parents or Guardians are encouraged to assist the competitors they are responsible for and are permitted onto the track area. They must stand directly behind the first standing pole of the lane that has been assigned to the competitor that they are supervising.
8. All motorbikes and quad bikes must be in good mechanical order and will be scrutineered prior to being granted access to the pit area.
9. All motorbikes and quad bikes must have a suitable spark arrestor intact as part of the motorbike's or quad bikes exhaust system.
10. Motorbike and quad bike engines must not be started before 9.00am due to environmental noise control regulations.
11. A practice session will commence at 9.00am and will conclude at 9.45am. Practicing will be a "bend down" and "bend back" format.
12. During the practice session motorbikes or quad bikes up to *50^{CC} in capacity will be allocated to lanes 1, 2 and 3. The larger displacement motorbikes or quad bikes will be allocated lanes 4 to 6 for their practice session.
13. Up to 50^{CC} motorbikes and quad bikes must be auto clutch.
14. *50^{CC} motorbikes and quad bikes with manual gears and clutch will race with the 60^{CC} division.
15. Children not riding on a motorcycle or quad bike will not be allowed in the marshalled arena during practice or racing. Parents or Guardians assisting riders are permitted.
16. The sharing of a motorbike and quad bike between two competitors is permitted provided the pit marshal is informed prior to the commencement of the competition. Under these circumstances the child not riding will be required to remain in the designated changeover area of the pit area.

17. Racing is confined to the track area only. Racing or inappropriate riding (monos etc.) on the back track to the pits is totally **UNACCEPTABLE**.
18. All competitors must observe the “**Stop, Turn Off and Push**” sign that is located at the end of the back track.
19. Riding of motorbikes or quad bikes is not permitted in the pit area and car park area.
20. Parents or Guardians assisting competitors are permitted to hold on to the back of a motorbike to provide balance. However, they must not push the competitor off at the start of a race.

Failure to observe these rules may result in disciplinary actions whereby, at the discretion of Club executives, a competitor may lose all points accumulated for that meeting and/or be excluded from any further competition for the remaining duration of the meeting.

21. Smoking and/or the consumption of alcohol is totally **PROHIBITED** within the marshalled arena.
22. Bicycles are not permitted at all.
23. No children in the scorer’s box or canteen.
24. No riding at the track other than on officially gazetted club days.
25. On days of Total Fire Ban, an event may be suspended until the clearance has been granted by the relevant Authority (CFA). A tanker trailer is supplied each month in summer, to reduce any fire risk.
26. Spectators are not permitted in the marshalled arena.
27. The speed limit for vehicles is walking pace. Please be careful of children when driving in the car park area especially when reversing, as small children are difficult to see.
28. All rubbish around the car park should be cleaned up before leaving, rubbish removal is contracted for each month the Monday after race meet.

Committee of Management

President – Brent Squires, **Vice President** – Mark Rieniets, **Treasurer** – Vanessa Adatins, **Secretary** – Mark Smith, **Canteen Manager** – Sue Pengelly, **Canteen Assistant** – Kim Hanson, **IT Manager** – Adam Barbary, **General COM** – Ian & Tammy Sweeney, Tony Rizzo, Jason Beckerleg, Jason York, Scott Brooks, Mark Murnane, Andrew Murnane, Paul Erizz & Grant Marchant .

All members are welcome to attend COM meetings held at The Royal Mail Hotel in Sebastopol at 7:30pm on the 2nd Monday of each month.

10.16. RECORD OF ASSEMBLIES OF COUNCILLORS – MAY 2013
GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the General Manager Corporate Services, I Evan King have no interests to disclose in this report.

PURPOSE

This report summarises Assemblies of Councillors for May 2013.

BACKGROUND

The Local Government Act 1989 defines Assembly of Councillors as

...a meeting of an advisory committee of the Council, if at least one Councillor is present, or a planned or scheduled meeting of at least half of the Councillors and one member of Council staff which considers matters that are intended or likely to be -

(a) the subject of a decision of the Council; or

(b) subject to the exercise of a function, duty of power of the Council that has been delegated to a person or committee –

but does not include a meeting of the Council, a special committee of the Council, as audit committee established under Section 139, a club, association, peak body, political party of other organisation;

Assemblies of Councillors		
Date	Location	Committee Name
7 May 2013	Council Chamber, Daylesford	Creswick Events Flood Funding
7 May 2013	Council Chamber, Daylesford	Councillor Briefing
14 May 2013	Council Chamber, Daylesford	Councillor Briefing
21 May 2013	Hepburn Health Service – Clunes Campus	Councillor/CEO Meeting
21 May 2013	Hepburn Health Service – Clunes Campus	Pre Council Meeting

23 May 2013	Council Chamber, Daylesford	Hepburn Mineral Springs Reserve Advisory Committee
28 May 2013	Council Chamber, Daylesford	Submissions Review – Proposed Council Plan 2013-2017, Proposed Budget 2013-2014

ISSUE / DISCUSSION

1. The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be reported at an Ordinary meeting of the Council.
2. The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be incorporated in the minutes of that Council Meeting.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Local Government Act 1989, Section 80A

FINANCIAL IMPLICATIONS

Nil.

RISK IMPLICATIONS

There are implications with regards to Council's compliance with the *Local Government Act 1989* (as amended) if written records of Councillor Assemblies are not reported to Council.

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

The inclusion of the attached record of Councillor Assemblies in the Council Agenda and their availability to the public will increase awareness of the activities of Council and could increase community involvement in decision making at Council level.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Using Council's adopted Community Engagement Framework, International Public Participation Consultation, this report presents information via the Council Agenda.

CONCLUSION

Information provided for noting.

OFFICER'S RECOMMENDATION

10.16.1 That Council receives and notes and the Records of Assemblies of Councillors for May 2013.

MOTION

10.16.1. That Council receives and notes the Records of Assemblies of Councillors for May 2013.

Moved: Councillor Kate Redwood

Seconded: Councillor Pierre Niclas

Carried.

**ATTACHMENT 19 - RECORDS OF ASSEMBLIES OF COUNCILLORS –
MAY 2013
(Issued Under Separate Cover)**

11. COUNCIL SPECIAL COMMITTEES (SECTION 86)

11.1. MINUTES OF SPECIAL COMMITTEES (SECTION 86) GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the General Manager Corporate Services, I Evan King, have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to note the minutes and recommendations from Council's Special (Section 86) Committees.

BACKGROUND

Special committees are established by Council and their function and responsibilities outlined in an Instrument of Delegation. Under the Instrument of Delegation, special committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports of Special and Advisory Committees, as provided by the Committees over the past month, for your information:

- Minutes from Creswick Museum Special Committee – 06/05/2013
- Minutes from Glenlyon Recreation Reserve Special Committee – 08/05/2013
- Minutes from Drummond Hall Special Committee – 31/05/2013.

These minutes have been provided to Councillors under a separate cover.

The following recommendations have been received by Council and are presented for Council to consider adopting:

- Nil

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Nil

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Nil

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Nil

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Members of the community are represented on these committees.

CONCLUSION

Minutes and reports have been provided for noting.

OFFICER'S RECOMMENDATION

11.1.1 That Council receives and notes the minutes of the Special Committees (Section 86) listed above which have been distributed under separate cover.

MOTION

11.1.1. That Council receives and notes the minutes of the Special Committees (Section 86) listed above which have been distributed under separate cover.

Moved: Councillor Neil Newitt

Seconded: Councillor Greg May

Carried.

12. COUNCIL ADVISORY COMMITTEES

12.1. MINUTES OF ADVISORY COMMITTEES

GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the General Manager Corporate Services, I Evan King, have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to note the minutes received from Council's Advisory Committees.

BACKGROUND

Advisory committees are established by Council and their responsibilities outlined in Terms of Reference. Advisory Committees are required to maintain minutes of meetings held and provide a copy of the minutes to Council for review.

ISSUE/DISCUSSION

Please see listed below the minutes and other reports from Advisory Committees, as provided by the Committees over the past month, for your information:

- Hepburn Mineral Springs Reserve Advisory Committee – 24/01/2013
- Hepburn Mineral Springs Reserve Advisory Committee – 21/03/2013
- Hepburn Mineral Springs Reserve Advisory Committee – 23/05/2013.

These minutes have been provided to Councillors under separate cover.

COUNCIL PLAN / LEGISLATIVE COMPLIANCE

Nil

FINANCIAL IMPLICATIONS

Nil

RISK IMPLICATIONS

Nil

ENVIRONMENTAL / SOCIAL / ECONOMIC IMPLICATIONS

Nil

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Members of the community are represented on these committees.

CONCLUSION

Minutes have been provided for noting.

OFFICER'S RECOMMENDATION

12.1.1 That Council receives and notes the minutes receives and notes the minutes of the Advisory Committees listed above which have been distributed under separate cover.

MOTION

12.1.1. That Council receives and notes the minutes of the Advisory Committees listed above which have been distributed under separate cover.

Moved: Councillor Pierre Niclas

Seconded: Councillor Neil Newitt

Carried.

13. CONFIDENTIAL ITEMS

13.1. CLOSURE OF MEETING TO MEMBERS OF THE PUBLIC

That pursuant to the provisions of Section 89(2) of the Local Government Act 1989, the meeting be closed to the public in order to consider:

- (d) Contractual matters; and
- (h) Any other matter which the Council or special committee considers would prejudice the Council or any person.

RECOMMENDATION

13.1.1 That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:

- 89(2)(d) Contractual matters

Belgravia Health & Leisure Group Pty Ltd – Renewal of Lease for the Pavilion and Kiosk at Hepburn Mineral Springs Reserve; and

13.1.2 89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person.

MOTION

13.1.1. *That the meeting be closed to members of the public under Section 89(2) of the Local Government Act 1989, specifically the following sub-sections:*

- *89(2)(d) Contractual matters*

Belgravia Health & Leisure Group Pty Ltd – Renewal of Lease for the Pavilion and Kiosk at Hepburn Mineral Springs Reserve; and

13.1.2. *89(2)(h) Any other matter which the Council or Special Committee considers would prejudice the Council or any person.*

Moved: Councillor Kate Redwood

Seconded: Councillor Greg May

Carried.

The Meeting Closed to Members of the Public at 8:06 pm.

14. RE-OPENING OF MEETING TO PUBLIC

RECOMMENDATION

- 14.1 That Council, having considered the confidential items, re-opens the Meeting to members of the public.

MOTION

14.1. That Council, having considered the confidential items, re-opens the Meeting to members of the public.

Moved: Councillor Don Henderson
Seconded: Councillor Kate Redwood.
Carried.

The Meeting re-opened to the Public at 8:11 pm.

15. CLOSE OF MEETING

The Meeting closed at 8:11 pm.
