

Hepburn

SHIRE COUNCIL

HEPBURN SHIRE COUNCIL ORDINARY MEETING OF COUNCIL DRAFT MINUTES

TUESDAY 18 JULY 2017

THE WAREHOUSE

36 FRASER STREET

CLUNES

6:00PM

Confirmed at the Ordinary Meeting of Council
held on Tuesday 15 August 2017



Chair, Mayor Cr Sebastian Klein

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MINUTES

TUESDAY 18 JULY 2017

The Warehouse
36 Fraser Street, Clunes
Commencing 6:00PM

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AARON VAN EGMOND
CHIEF EXECUTIVE OFFICER
18 JULY 2017

1. **ACKNOWLEDGEMENT OF TRADITIONAL OWNERS**

We would like to acknowledge we are meeting on Jaara people country, of which members and elders of the DjaDja 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 Sebastian Klein, Cr Greg May, Cr John Cottrell, Cr Don Henderson, Cr Neil Newitt

IN ATTENDANCE: Aaron Van Egmond Chief Executive Officer, Grant Schuster General Manager Corporate Services, Bruce Lucas General Manager Infrastructure, Kathleen Brannigan General Manager Community Services, Katherine Toom Coordinator Governance and Information

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**

Cr Kate Redwood AM, Cr Fiona Robson

4. **DECLARATIONS OF CONFLICTS OF INTEREST**

Agenda item 11.1 Cr Greg May has declared an indirect interest – close association

Agenda item 11.3 Cr Don Henderson has a direct interest

Public participation time Mayor Sebastian Klein has an indirect interest – impact on residential amenity

5. **CONFIRMATION OF MINUTES**

RECOMMENDATION

5.1 That the Minutes of the Ordinary Meeting of Council held on 20 June 2017 (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 20 June 2017 (as previously circulated to Councillors) be confirmed as required under Section 93 (2) of the Local Government Act 1989.*

Moved: Cr John Cottrell

Seconded: Cr Greg May

Carried

6. **NOTICES OF MOTION**

One notice of motion has been received in accordance with Local Law 1 as follows:

Who	Date	Details
Cr John Cottrell	11 July 2017	Leave of Absence

6.1. NOTICE OF MOTION – LEAVE OF ABSENCE

DATE: 11 JULY 2017

MOTION

6.1.1. *That Council approve Cr Cottrell's request for leave of absence from the 16th August 2017 Ordinary Council Meeting*

BACKGROUND

I, Cr John Cottrell, will be on annual leave and unable to attend the 16th August 2017 Ordinary Council meeting.

Councillor Name:

John Cottrell

Councillor Signature:



Chief Executive Officer Signature:



Aaron van Egmond

Moved: Cr John Cottrell

Seconded: Cr Don Henderson

Carried

7. ITEMS OF URGENT BUSINESS

Nil

8. PRESENTATION OF COUNCILLOR REPORTS

MAYOR'S REPORT

Councillor Sebastian Klein, Coliban Ward

I attended the play *Hollow* written by Megan Riedl and presented by Tripwire theatre with help from a community grant from Our Council. The play was a great illustration of the events that surrounded the disappearance of the three small boys from Sailors Falls, I was surprised to learn exactly 150 years before the presentation of the play. The weather outside the Daylesford townhall brought home the bitterly cold conditions the children would have faced. The play itself marked the shockwaves or ripples that spread from an event like this from within a tight-knit community even now, a century and a half later. The fate of our youth was also at heart of a play and event in Creswick at the Doug Lindsay Recreation Reserve, presented by the Hepburn Health Service in concert with Deakin University. The six characters in the play were all played by the one young gentlemen and depicted the ramifications of an abusive relationship on the life of a young girl and the people, friends and family around her. It was well attended by boys and girls and young men and women, and brought home in stark terms issues of peer pressure, healthy relationships, safe sex, drugs and mental health. An amazing amount of effort was put in by Jessica Smith and Brian Dunn from HHS as well as a range of others, including a panel of professionals from CAFS, VicPol and HeadSpace, which I was proud to compare. At a meeting with Lily D'Ambrosio minister for Environment and Energy, myself and the CEO pressed the case for other permanent residents at the Victoria Park caravan Park in Daylesford. It became clear was that this is a complex issue, the guidelines in question were designed to ensure equality of access to beach-side sites at coastal caravan parks, and affect caravan parks across the state. This means that any potential changes to the guidelines would be fraught and potentially result in perverse outcomes, a matter which the Minister and her office committed continue to investigate in terms of the potential impacts across the state, before responding to us with any potential paths forward. Aaron van Egmond, our CEO took the matter further to discuss it with the lessees of the caravan park, and made the offer of negotiating an alteration to their contract to make it clear that the residents are welcome to stay. Unfortunately, this was not an opportunity that the lessees elected to take up. I also met with a group of residents who are campaigning on behalf of the residents at Vic Park and was glad to reaffirm Our Council's commitment to representing the group's plight. A meeting with VicRoads was a great opportunity to review that new funding streams coming online from the State Government for arterial roads and safety. It was great to be able to thank VicRoads personnel for the work that has already been done on a range of roads throughout the shire, as well as the roundabout on the Midland highway in Daylesford. I also took the opportunity to

raise issues from across the shire around cycling safety, lighting of dangerous intersections, black ice, and where it was appropriate regarding public transport. I also was proud to attend our NAIDOC week opening in the Daylesford townhall, where representatives of the Dja Dja Warrung Aboriginal Corporation spoke about the importance of reviving and preserving our local languages, played a bit of didge and clapping sticks with singing in language, and engaged in a lengthy yarn with community members about indigenous agriculture and caring for Djaara people country. It was great to be able to mention this aspect of our local and culture and history later that week as we welcomed six new residents at the mid-year citizenship ceremony in the Daylesford Townhall. I noted that it was mildly less cold in the town hall than it had been for the NAIDOC opening, though still not nearing the bearability of the warmer air I enjoyed on the balcony at the play about the lost children. It reminded me that we look forward to the restoration of the Daylesford Townhall, slated to occur in the wake of the establishment of the Daylesford Hub. I attended a range of other events and meetings throughout the month, a full list of which will accompany my written report.

- Tourism Board meeting with MASC and MRSC
- "You the Man" domestic violence event
- Meeting with Lily D'Ambrosio re: Daylesford Caravan Park residents
- VicRoads meeting – Chris Dunlop, Ewen Nevett, Maree McNeilly
- Cheque from Daylesford Community Bank – first instalment for the Rex
- "Hollow" Play, 150 years anniversary of the loss of the three lost children – Written and Directed by Megan For Tripwire
- Opening of NAIDOC week at the Daylesford Townhall
- Meeting with Caravan Park residents' working group
- Citizenship Ceremony – 6 new residents
- Meeting with Probus
- July Board and Audit meetings with Grampians Central West Waste Resource Recovery Group
- Official opening of the Clunes and Creswick Streetscapes with Parl Sec for Regional Development Danielle Green
- MAV South Central Region Meeting
- A range of briefings and meetings with office and community members

COUNCILLOR REPORTS

Councillor Greg May, Creswick Ward

The last month has been reasonably quiet with just a few events to report on. I was recently asked to Creswick by Jan Worthington to draw the winning tickets in a raffle. Jan and her helpers organised the raffle to raise money for the purchase of decorations to decorate the Creswick township during festive seasons. Five great prizes were up for grabs, all donated by local businesses who, along with most of the businesses in town, have embraced and supported the idea of brightening up the town during the festive season. The raffle raised over \$3000 towards the project and ongoing fund raising will hopefully see their target reached by years end. Earlier this month I had the pleasure of attending the local production Hollow, A play based on the 3 lost children of Daylesford who perished in bushland 150 years ago. The production was supported by the Hepburn Shire as well as local businesses and was held in the Daylesford Town Hall. The play was both enjoyable and successful with 3 separate performances, all to large audiences. Last week I attended a meeting of the friends of the Kingston Avenue of Honour. This small but enthusiastic community group is gearing up for centenary celebrations taking place in April next year. They are constantly fund raising to help maintain and improve the avenue. With assistance from the shire there have recently been bluestone and timber signs installed at both ends of the avenue. A new obelisk is also planned as well as concrete plinths to be installed at each tree to accommodate the name plaques. The group is also planning to produce a book for sale containing the service records of all the service men and women who are commemorated in the avenue. I'd also like to bring to your attention another of their fund raisers which is a commemorative biscuit tin. The tins have a scene from the avenue on them, will contain shortbread biscuits and will be available later in the year for just \$15. Also, yesterday I was here in Clunes with other councillors and council staff for the official opening of the Clunes and Creswick Streetscape projects. The official opening of the projects was conducted by Danielle Green, the Parliamentary Secretary for Regional Development, and are welcome additions to both towns. Finally, I'd like to report that the Captain has shifted house. The life-size carved wooden statue of Captain Hepburn which has for some time been in storage in Robert and Helen Mizzen's shed is now in residence in the Smeaton rotunda. Hopefully he will be shown due respect and escape any vandalism and perhaps one day he will be accompanied by some interpretive signage so that passersby will know who he is.

Councillor John Cottrell, Holcombe Ward

No report presented

Councillor Neil Newitt, Cameron Ward

It was great to host Ms Danielle Green the parliamentary secretary for regional development here yesterday to open the streetscape works for Clunes and Creswick. Ms Green commented on the value of these works not just for the benefit of local residents but also to visitors, citing the importance of the project to repeat visitation to our towns. Ms Green also mentioned the importance of the work (with the Clunes streetscape project) of value to such events as Booktown, Cluneytunes and the farmers market. Further naming Clunes as the little town that can - a tag Clunes wears with pride. These events can only be staged with the generous assistance of volunteers. The latest Census figures records Clunes' volunteer participation as 27% of the population - significantly higher than the State figure of 19%. I look forward to the commencement of part 2 of the Clunes streetscape project - that being the improvements to Fraser street between service and Bailey streets. I have also recently received enquiries from residents around the current application for a (mineral) exploration licence now before the Department of Economic Development, Jobs, Transport and Resources. On the map in the application, the area being sort covers some 5km in length and 1km in width stretching north from near Fraser Street. It includes crown land but also covers large portions of the town zoned residential. Understandably, residents are concerned what this will mean to the amenity of the town overall, and not just to those residents within the proposed area. The information posted on the Mt Rommel Mining website (as required by regulations) under the heading "outline of the intended means to conduct community engagement" indicates representatives of the parent Company will engage with residents within 100 metres of a work site. However, broader engagement is not intended with the statement " Experience of larger meetings arranged at Clunes has shown those events to be wasteful of time and purpose. Where there is no good reason to engage more broadly, the engagement procedures are intended to be directed to those persons within the closer limits required by statute". Understandably, the Community wants detailed information on what the exploration licence means. Council too should seek to understand the ramifications of this proposed licence. I believe it would be in the best interests to all for council to advocate for the information to be provided for the wider community.

Councillor Don Henderson, Creswick Ward

During the last month, I have attended a gathering of interested art related folk in Creswick to hear their aspirations regarding the future of art in the town and what events they might involve themselves with. The meeting was very well attended. I do believe that they are searching for suitable venues to run events and there is not much joy for them with the Town Hall in a fairly unusable state due to lack of amenity. They resolved to explore how they might become involved in festivals in the future and a strong desire to work with other groups was very evident.

Good to attend yet another citizenship ceremony along with our Mayor and Cr Cottrell. It is always interesting to speak with residents who take up citizenship to hear about their diverse backgrounds and for those who are new residents their hopes and dreams in this very lucky country. As Part of NAIDOC week the Creswick - Smeaton RSL hosted a talk by an author who had written about the contribution of Aboriginal and Torres Strait Islanders to the efforts of serving this country in conflicts around the world. There were many contributors going right back to the Boer War. Of course, it is noted that one of those soldiers has a tree in our own Kingston Avenue of Honour. Yesterday we had the pleasure of having Danielle Greene, Member for Yan Yean and Parliamentary Secretary for Tourism and regional Development in the Andrews Labor Government in Clunes for the official opening of the Clunes and Creswick Streetscape projects. These things are always better held in Clunes in cold weather due to lack of amenity in Creswick. There is much controversy over the so called planned development of a usable kitchen at the Creswick Town Hall with claims that the museum may lose accreditation. It seems that this long promised project that should have been done some years ago is again in doubt. This project deadline it seems has been pushed out yet again. Recently Vic Roads held a public consultation regarding making the Midland highway between Ballarat and Creswick safer. This was to be done with a series of roundabouts towards Ballarat at Cummins Road and Olliers Road and dividing cables and posts in the centre at other areas.

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: Cr Neil Newitt

Seconded: Cr John Cottrell

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 Chief Executive Officer 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 Chief Executive Officer by 12 noon on the day of the Council Meeting.

Questions received 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. PETITION

Nil received in accordance with Local Law Number 1.

9.2. QUESTIONS

The following questions were received in accordance with Local Law Number 1 and were heard at the meeting.

Question 1 – Mr Bill McClenaghan

In June 2017, I asked a question about when works will commence on The Rex and Town Hall sites for the Hepburn Hub, including the 8 Duke Street site. I reiterated that question specifically for 8 Duke Street as a supplementary question as this part was not answered on the night but taken on notice. The answer finally provided states that: "8 Duke Street isn't part of the initial development for either The Rex or Town Hall development."

The Report to Council in August 2016, recommending purchase of The Rex and 8 Duke Street, stated that these purchases were "to deliver the Hepburn hub across both the Town Hall and The Rex sites." Clearly the operative works to the June question are "initial development" so development at 8 Duke Street presumably will happen later. Council was advised prior to purchase that this site would be used as part of staff accommodation in the Hepburn Hub and include a "break-out area".

Hepburn Hub development plans should include proposals for 8 Duke Street as part of the Hepburn Hub whether the development of the site is to happen as part of the "initial development" or as a subsequent or later stage.

Specifically, what is Council's intention for 8 Duke Street ultimately as part of the Hepburn Hub?

Answered by Mayor Sebastian Klein

Council called for Expressions of Interest from community groups or businesses to use the building known as 8 Duke Street. We are currently exploring options with respondents and no final decision to its use has been made.

The intention for the rear open space continues to be as it was originally indicated for a staff break-out area. Final configuration of exactly what that space will look like has not yet been confirmed.

Supplementary question from Mr Bill McClenaghan

How is Council going with the development plan for the Hepburn Hub?

Answered by the CEO Mr Aaron van Egmond

As yet, there are no plans ready for the public regarding the Hepburn Hub.

Question 2 – Mr Bill McClenaghan

Please note that we are still awaiting detailed development plans of the Hepburn Hub that were to be "displayed in the next four to six weeks" as stated at the June Council Meeting.

What will be the total cost of the subsequent development at 8 Duke Street as part of the Hepburn Hub development and when will such works commence if not as part of the "initial development"?

Answered by Mayor Sebastian Klein

As no final decisions have been made, neither the extent of development required, nor the total cost nor the timeframes are known. Decisions will be made during 2017 or 2018 on these various aspects and relevant stakeholders will be informed.

Mayor Sebastian Klein declared an indirect conflict of interest due to residential amenity as he lives next door to the proposed site of the Trentham Hub.

Mayor Klein left the room at 6:21pm

Cr John Cottrell took over the role of Chair.

Question 3 – Mr John McLaren

In the June issue of the Trentham Trumpet, Councillor Klein, "writing only as a resident with some insight and not in [his] role as a Councillor," asserted that the Hub project, should it proceed at the Victoria St site, "would not be funded from other levels of government." This assertion has now been amplified in a letter from "Concerned Citizens" to the effect that, "There seems to be widespread agreement by all parties that Trentham needs a new community facility [hub] and that we won't get one anywhere as long as our community is divided."

Is Councillor Klein's assertion accurate? Is his [citizen's] view congruent with the view of Hepburn Shire Council?

Answered by Cr John Cottrell

A range of factors influence which projects are funded by State and Federal Government. While not absolute, from a political perspective the stronger the support from the community the more likely a project will be funded.

However, grant applications are also assessed against specific criteria which reflect the objectives of the funding program involved. For example, the number of new jobs created or increased in service provided may be part of that consideration. All projects being considered by a funding body will be evaluated against the specific criteria.

Question 4 – Mr John McLaren

In the light of the Conflict of Interest provisions of the Local Government Act, as well as Council's own Code of Conduct [Policy 47{C} Section 5.4.4 on Councillor public comment].

Can Council re-assure the residents of Trentham that their Councillor is not in breach of any of these provisions by his apparent efforts to influence community sentiment as to the viability of the Victoria Street site, considering his ownership of the adjacent property?

Answered by Cr John Cottrell

Each councillor has a personal responsibility to disclose conflicts of interest and adhere to our Councillor Code of Conduct. It is not Council's role to determine whether councillors have breached Conflict of Interest provisions. In addition, a Council meeting is not the forum for Council to be adjudicating on Code of Conduct matters. We suggest that if you have concerns, please contact our General Manager

Corporate Services or Chief Executive Officer to discuss options for raising concerns or complaints formally with Council or the appropriate external party.

9.3. **REQUESTS TO ADDRESS COUNCIL**

The following individuals addressed council:

1. Ms Helen McDonald

Addressed Council in representation of the Trentham Forum regarding the Trentham Community Hub (Community Centre).

Mayor Sebastian Klein returned at 6:29pm and resumed the role of Chair.

2. Ms Helen McDonald

Addressed Council in relation to the Great Trentham Spudfest on behalf of the organising committee, thanking Council for a number of aspects.

3. Mr Chris Culvenor

Addressed Council regarding the Clunes Farmers Market, thanking Council for a number of aspects.

10. STATUTORY PLANNING REPORTS

Nil

11. OFFICERS' REPORTS

Cr Greg May declared an indirect conflict of interest due to close association with item 11.1 as he holds the position of Secretary at the Newlyn Community and Sporting Complex.

Cr May left the room at 6.39 pm

11.1. 2018/19 COUNTRY FOOTBALL NETBALL PROGRAM FUNDING APPLICATION GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Community Economic Development Project Coordinator, I Michael Hynes have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to approve the submission of a funding application to the 2017-18 Sport and Recreation Victoria Country Football Netball Program and endorse the allocation of funding in 2018-19.

BACKGROUND

There is a current opportunity for Council to seek external funding for a Sport and Recreation project through 2017-2018 Country Football Netball Program. It is anticipated that, if successful, the project would be delivered in the 2018-19 financial year.

The 2017-2018 Country Football Netball Program opened on 15 May and is a one step process with full application due on 26 July 2017. Notification of funding is usually in November – December.

- Councils can apply for up to \$100,000 per financial year on a 2:1 basis. This can be one large project seeking \$100,000 or up to three smaller projects.

ISSUE/DISCUSSION

- It is proposed to submit an application to improve lighting and upgrade the competition court to meet training and playing specifications at Newlyn Recreation Reserve.
- Funding would need to be allocated in the 2018-19 annual budget, if the grant application is successful. Additional work is being undertaken with the Major Projects Team to determine an accurate final costing to be submitted with application on 26 July, 2017.

- The current cost estimate of \$235,125 is based on external quotes received and breaking down the project into different elements which can be delivered by local providers.
- The application has been discussed with staff at Sport and Recreation Victoria and Netball Victoria.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2017:2021:

Strategic Objective – Quality Community Infrastructure

Key Strategic Activity:

11.1 Implement priority actions from current and newly developed Recreation Facility Master Plans

FINANCIAL IMPLICATIONS

It is proposed that Council contribute \$120,125 of the \$235,125 total project cost to leverage \$100,000 in State Government funding for this project. \$15,000 community funding is allocated to the project.

RISK IMPLICATIONS

The non-compliance of the netball court and lighting are the major risk elements being addressed through this application. By undertaking these works the court will comply with Netball Victoria playing standards with new approved player run off areas and 200 lux playing condition lighting.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Sport plays an important social and economic role in all communities. By supporting and enhancing the infrastructure available within Hepburn Shire, Council plays a key role in promoting and increasing participation in sport and health and wellbeing activities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

User groups have been consulted at the Newlyn Recreation Reserve where the project has been identified. It is identified in Council's 2016/21 Recreation and Open Space Strategy and current Master Planning at Newlyn Recreation Reserve. Through the development of both documents broad consultation and engagement has taken place with user groups and participants.

CONCLUSION

By supporting the application proposed, Council is helping to increase female participation in sport and recreation and in turn help to improve the wellbeing of Hepburn Shire residents.

OFFICER'S RECOMMENDATION

That Council:

11.1.1. Submit the following funding application to the 2017-18 Country Football Netball Program:

- Newlyn Netball Lighting and Court Upgrade

11.1.2 Resolves to allocate up to \$120,215 in the 2018/19 budget as a matching contribution for the project.

MOTION

That Council:

11.1.1. Submit the following funding application to the 2017-18 Country Football Netball Program:

- *Newlyn Netball Lighting and Court Upgrade*

11.1.2. Resolves to allocate up to \$120,215 in the 2018/19 budget as a matching contribution for the project.

Moved: Cr Don Henderson

Seconded: Cr Neil Newitt

Carried

Cr Greg May returned at 6:41pm

11.2. TRENTHAM PUBLIC ART COMMISSION - PUBLIC ART PANEL
 RECOMMENDATION
 GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Community & Cultural Development Officer, I Nate Perry have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider the Public Art Panel's recommendation to appoint an artist for the Trentham Public Art Commission.

BACKGROUND

As part of Council's 2016-17 Public Art Program an expression of interest was advertised nationally from 10 March - 27 April 2017 for an artist to conceive and construct a new public artwork in Stony Creek Reserve, Trentham.

Four artists were short listed to develop their concepts for a permanent public artwork. The table below provides a brief description of the concepts proposed by each short-listed artist.

Artist and Description:

Artist	Description of Concept
Michael Needham	Cluster of three freestanding, trapezoidal, cast concrete pillars.
Joanne Mott	A landscaped mound composed of pathways and plants. Local, indigenous plants are proposed to fill the spaces between the layered, series of walkways leading to the top of the mound.
Matt Harding & Tina Lee	A series of large Corten steel sculptures throughout the reserve.
James Voller	A large, glass, photographic structure within a raised mound of added landscaping.

A full description of each artist submitted concept is at Attachment 1.

ISSUE/DISCUSSION

The Public Art Panel met on 29 June 2017 and the short listed artists presented their developed concepts to the Panel. Following the presentations and in accordance with Council's Public Art Policy the Public Art Panel assessed the concepts against the following selection criteria:

- Quality of the artwork proposed
- Artwork materiality and durability
- Safety and suitability
- Relevance to Hepburn Shire
- Represents value for use of public funds

Following this assessment and scoring by each panel member the Public Art Panel recommended that Michael Needham be awarded the Trentham Public Art Commission at Stony Creek Reserve, Trentham. This was based on:

- The artist's ability to deliver project within budget and on time – represents Council value for money;
- The sculpture will weather into landscape colours,
- Highly experiential work – interaction with interior of design as key;
- The public's interaction is the most experiential with this artwork;
- Artist's confidence in design flexibility to be overall more accessible; and,
- Artwork design was highest regarded quality – simple, elegant, well developed concept.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2017:2021:

Strategic Objective – Active & Engaged Communities

Key Strategic Activity:

3. Support and strengthen the resilience of the community through the delivery of actions in areas such as Youth, Libraries, Early Years, Community Planning, Arts & Culture, Events and Community Grants.

FINANCIAL IMPLICATIONS

The shortlisted artists received a \$1,000 fee and travel expenses to develop their design concept. The artist appointed by Council will receive \$30,000 to produce a permanent artwork.

There is only minimal maintenance identified for Council in the future and art work has a life span of over 20 years.

RISK IMPLICATIONS

Risks such as budget, delivery, safety and environmental impact have been identified and addressed by the recommended artist. A concrete footing or pad is required for stability and safety.

The recommended artist has over 20 years experience in delivery, has a sound and accurate budget and there will be minimal site disturbance.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The art piece will be socially engaging with potential economic benefits to the local community through increased visitation to the site.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The Public Art Panel met on site with a number of land managers in Trentham to identify the best location for the Commission. Council has appointed various community members to the Public Art Panel based on their expertise to recommend an appropriate art piece against the advertised criteria. Expressions of Interest for Public Art Panel members are widely advertised.

CONCLUSION

Following a well-advertised Expression of Interest process four artists were invited to further develop their initial concepts with some financial support from Council. These artists presented their developed concepts to the Public Art Panel on 29 June 2017. The Public Art Panel assessed these concepts and resolved to recommend that Michael Needham be awarded the Trentham Public Art Commission.

OFFICER'S RECOMMENDATION

11.2.1. That Council awards the Trentham Public Art Commission at Stoney Creek Reserve to Michael Needham.

MOTION

11.2.1. *That Council awards the Trentham Public Art Commission at Stoney Creek Reserve to Michael Needham.*

Moved: Cr John Cottrell

Seconded: Cr Neil Newitt

Carried

ATTACHMENT 1 - TRENTHAM ART COMMISSION – SUMMARY OF SHORT LISTED ARTISTS

COUNCIL REPORT – ATTACHMENT 1: TRENTHAM ART COMMISSION - SHORT LISTED ARTIST AND RECOMMENDATION

Recommended Artist: Michael Needham

Summary: Michael Needham proposes a cluster of three freestanding, trapezoidal, cast concrete pillars in a partly shaded area of the reserve. The structure relates to the natural environment of the reserve through form and surface detail. The interior, open space of the structure is intended to draw the public in to investigate and create a special place or site. The artist sees the irregular angles and shapes of the pillars to symbolically reference the natural environment of the reserve. The absorbent, concrete surface and chipped edges promote mossy green colours and rain stains intended to set the structure into the long term environment. The artwork is set just off the walking path with the intention of visitors to walk through the sculpture.



SHORT LISTED ARTISTS

Artist	Description	Recommendation
Michael Needham	As above	Recommended
Joanne Mott	<p>Joanne Mott proposes a landscaped mound composed of pathways and plants. Local, indigenous plants are proposed to fill the spaces between the layered, series of walkways leading to the top of the mound. The layered, multiple pathways are intended to symbolise the rich layered history of the area and the many pathways of life experiences. The artist proposes basalt rocks, significant to Trentham Falls, will line the mound while crushed quartz gravel, referencing the gold mining past, will compose the pathways. Joanne proposes to engage community members and young students to create and bury a community "treasure" within the mound to create a generational story within the artwork.</p>	Not recommended
Matt Harding & Tina Lee	<p>Matthew Harding and Tina Lee propose a series of large Corten steel sculptures throughout the reserve. The sculptures are intended to link specially landscaped locations as well as provide more connections to the existing footpaths and walking tracks. The steel structures are inspired by local Blackwood trees' seed pods and are intended to enhance and reflect the natural aesthetics of the existing landscapes. The</p>	Not recommended

	<p>artist(s) intend to use their community profile to enlist other community members to assist with the landscaping to potentially broaden the scope of the overall project given the allocated budget The artwork will be partially visible from High Street but highly visible from Quarry Street, Camp Street and Park street as an intention to draw visitors in who see the work from a distance.</p>	
<p>James Voller</p>	<p>James Voller proposes a large, glass, photographic structure within a raised mound of added landscaping. The large, glass panel of an 1850's photo of Trentham Falls is proposed at one of two different sites to attract people into the reserve. The work is intended to take the past and incorporate it into contemporary artistic forms. The use of photography is also intended to represent a point in Trentham's history when European colonisation began to transform the area. The artist proposes the landscaping surrounding the glass panel will be composed of low level, native grasses and ornamental granite.</p>	<p>Not recommended</p>

Cr Don Henderson declared a direct conflict of interest with item 11.3 as he is the President of the Creswick Railway Workshops Association Inc.

Cr Henderson left the room at 6.45pm

**11.3. RENEWAL OF LEASE TO HEPBURN SHIRE COUNCIL BY VICTRACK AND SUB-LEASE TO CRESWICK RAILWAY WORKSHOPS ASSOCIATION INCORPORATED – CRESWICK RAILWAY STATION AND ENVIRONS
GENERAL MANAGER INFRASTRUCTURE**

In providing this advice to Council as the Manager Strategic Asset Management, I Steve Millard have no interests to disclose in this report.

PURPOSE

The purpose of this report is to consider the lease renewal from VicTrack to Council of the Creswick Railway Station and environs and the subsequent renewed sub-lease by Council to Creswick Railway Workshops Association Incorporated (CRWA).

BACKGROUND

VicTrack owns the Creswick Railway Station and environs (Station) as shown on the plan attached.

Council has previously leased the Station from VicTrack for a term of 5 years commencing 1 December 2010. Since the expiry of the lease on 30 November 2015, Council continued as lessee under the holding over provisions of the lease.

Under a Memorandum of Understanding between Council and CRWA dated 16 November 2010 and associated sub-lease document, Council has permitted CRWA to occupy the Station on the following basis:

“... for the purposes of trades training programs, arts and craft workshops, exhibitions and all ancillary or like activities, but in any case will be in accordance with its Statement of Purposes when finalised and approved.”

Following a joint request from Council and CRWA, VicTrack has agreed to grant a new lease to Council and has consented to Council sub-leasing the Station to CRWA.

When entering into new community leases of its properties, VicTrack requires the relevant council to be the lessee rather than the community group that ultimately occupies the property, until such time that the community group can demonstrate a history of sound financial management practices and an ability to comply with all lease conditions throughout its term. In the event that CRWA wishes to further occupy and use the Station after the expiry of the proposed lease and sub-lease in 2021, CRWA will likely be in a position to demonstrate that it can adequately service a lease directly with VicTrack.

ISSUE/DISCUSSION

It is proposed that Council enters into a new five year lease from VicTrack for the period 1 July 2017 to 30 June 2021 and in turn enter into a new sub-lease of the Station with CRWA for the period 1 July 2017 to 29 June 2021 (sub-leases must be a lesser term than that of the head lease) for the continued occupation and use of the Station.

The following conditions in the proposed lease between VicTrack and Council are relevant:

- Rental to be \$1000 per annum (excluding GST);
- Rental to be increased by 4% per annum; and
- Minimum of \$20m public liability insurance.

The conditions of the sub-lease between Council and CRWA are consistent with those of the lease between Council and VicTrack (including rental and rental increases), the intent being that Council will not have an exposure to VicTrack that is not provided for and covered in the sub-lease.

Under the terms of the new lease between Council and VicTrack, consent is required from VicTrack for the proposed sub-lease. VicTrack has provided its in-principle consent to the sub-lease by Council to CRWA.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Not applicable.

Council will enter into the new lease to facilitate the occupation and use of the Station by CRWA.

FINANCIAL IMPLICATIONS

No financial implications noted.

The rental payable by Council to VicTrack in the first year of the lease is \$1,000 per annum (excluding GST), with rental increases set at 4% per annum during the term of the lease. Council will recover all annual rentals from CRWA under the sub-lease between Council and CRWA.

The proposed lease and sublease is cost/revenue neutral for Council.

RISK IMPLICATIONS

No risk implications noted.

Any risks to Council in entering into the lease with VicTrack are similarly reflected in the sub-lease with CRWA. CRWA is required to hold at least \$20m public liability insurance.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

No environmental/social/economic implications noted.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

No community or stakeholder engagement required nor undertaken.

CONCLUSION

The granting of a five year lease by VicTrack to Council and the subsequent granting of a five year sub-lease to Creswick Railway Workshops Association Incorporated will allow for the continued occupation and use of the Creswick Rail Station and environs.

OFFICER'S RECOMMENDATION

That Council:

- 11.3.1. Enters into a five year lease with VicTrack, commencing on 1 July 2017 and expiring on 30 June 2021 of the Creswick Railway Station and environs;
- 11.3.2. Grants a sublease to Creswick Railway Workshops Association Incorporated for the period commencing on 1 July 2017 and expiring on 29 June 2021 for the occupation and use of the Creswick Railway Station and environs; and
- 11.3.3. Authorises the Chief Executive Officer and the Mayor to execute and seal the lease, sub-lease and Deed of Consent to Sub-Lease documentation for and on behalf of Council.

MOTION

That Council:

- 11.3.1. *Enters into a five year lease with VicTrack, commencing on 1 July 2017 and expiring on 30 June 2021 of the Creswick Railway Station and environs;*
- 11.3.2. *Grants a sublease to Creswick Railway Workshops Association Incorporated for the period commencing on 1 July 2017 and expiring on 29 June 2021 for the occupation and use of the Creswick Railway Station and environs; and*
- 11.3.3. *Authorises the Chief Executive Officer and the Mayor to execute and seal the lease, sub-lease and Deed of Consent to Sub-Lease documentation for and on behalf of Council.*

Moved: Cr John Cottrell

Seconded: Cr Greg May

Carried

Cr Don Henderson returned at 6.49pm

ATTACHMENT 2 - COMMUNITY LEASE - CRESWICK RAILWAY WORKSHOPS
ASSOCIATION INC – VICTRACK
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 3 - PLAN OF CRESWICK RAILWAY STATION - RENEWAL OF
LEASE TO HEPBURN SHIRE COUNCIL BY VICTRACK AND SUB-LEASE TO
CRESWICK RAILWAY WORKSHOPS ASSOCIATION INC

ATTACHMENT 4 - VICTRACK STANDARD DEED OF CONSENT TO
SUBLEASE- CRESWICK RAILWAY WORKSHOPS ASSOCIATION INC
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 5 - FINAL DRAFT SUBLEASE - CRESWICK RAILWAY
WORKSHOPS ASSOCIATION INC
(ISSUED UNDER SEPARATE COVER)

11.4. SWISS ITALIAN FESTA MEMORANDUM OF UNDERSTANDING GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Events Coordinator, I Rebecca Pedretti have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend that Council enters into a new three year Memorandum of Understanding (MOU) with the Swiss Italian Festa.

BACKGROUND

The Swiss Italian Festa (SIF) is an annual festival held in Hepburn Springs and surrounds, that celebrates the areas unique heritage, lifestyle and culture.

This festival has been held every year since 1992. Council first formalised a funding agreement with the SIF in 2010.

MOU agreements between Council and event organisers are intended to clarify roles and responsibilities and to create a working relationship that ensures future sustainability and growth of the event in Hepburn Shire. MOU agreements also ensure that a transparent and accountable process is in place.

Independent surveying and crowd counting was commissioned by Council and conducted at the Family Fiesta Day and Street parade for the 2016 event. The day was severely weather affected and the family fiesta day was called off early, however some interesting observations can be made from the data received prior to the event finishing.

209 people participated in the parade and a total of 466 people lined Main Road in Hepburn Springs to watch. A total of 1840 people attended the Family Fiesta Day, which is down on previous years, where numbers were estimated at around 3500.

Other data obtained from surveying at the Family Fiesta Day showed that:

- Just over half of all respondents were female (52.4%).
- 23.3% of respondents were part of an organized group.
- 11% had Swiss heritage and 17.8% had Italian heritage.
- 72.8% of visitors watched the street parade before attending the Family Fiesta Day.
- Just over half came from the local area (within 25kms of Daylesford/Hepburn Springs) and 44% of visitors stayed at least 1 night or more in the region.

Independent figures were not obtained for the other events included in the Festa program. However, the Festa's own Evaluation report (Attachment 2) estimates attendance numbers for the entire 2016 event at 5,000.

Council's contribution of \$10,000 was put towards the cost of securing a professional event organiser and marketing. Council's funding contribution also enables the SIF to leverage funding through other government departments, which is only made available if the event receives a Council contribution. SIF were recently successful in receiving annual funding from the Office of Multicultural Affairs of \$6,500 for four years.

ISSUE/DISCUSSION

Utilising the assessment criteria in Council's Events Strategy 2014 the SIF has been categorised as a regional event. A regional event is eligible for the following support:

- Funding up to \$10,000 annually
- Three year MOU agreement
- Maximum operational support of \$5,000 annually

In line with this assessment Council officers have developed a draft MOU for Swiss Italian Festa that covers the 2017, 2018, and 2019 events. The recommended level of financial support is \$10,000 for the first year and \$5,000 for the remaining two years. While the SIF is a significant event to the local community and is one of the very few celebrations of cultural diversity in the Shire, it has not been able to attract funding from Visit Victoria and has not experienced the level of increased overnight visitation from outside the local area as expected. The Events Strategy as adopted by Council in 2014 focuses on supporting events that have an economic value of over \$1m, increase visitation and demonstrate a plan to grow their event over the life of the MOU.

The MOU clearly identifies the role of Council in supporting the SIF committee as well as identifying the role of the SIF committee in conducting a safe, accessible and professional event.

The SIF committee have requested that Council continues to support the event ongoing and have not requested any changes to the MOU they held with Council previously.

The SIF will also receive up to \$5,000 worth of operational support from Council. Council officers intend to work closely with the SIF committee with the aim of further defining the event and to focus on maintaining its strong level of community engagement, while looking to increase visitation levels from outside of the region and therefore increasing the events overall economic impact.

After each event the SIF will be required to provide an evaluation report to Council each year and the MOU will be reviewed on an annual basis by Council Officers.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013 - 2017:

Strategic Objective – Sustainable Environment and a Vibrant Economy

Key Strategic Activity:

12. Support and develop existing businesses within Hepburn Shire and continue to explore opportunities to diversify Hepburn Shire's economic base.

FINANCIAL IMPLICATIONS

The proposed MOU allocates \$10,000 funding to the SIF for the 2017/18 financial year and \$5,000 for the 18/19 and 19/20 financial years, with up to \$5,000 operational support each year.

The \$10,000 funding for the 2017/18 financial year is included in the 2017/18 budget.

RISK IMPLICATIONS

As part of the MOU agreement the SIF are required to provide Council an event business plan and an annual risk management plan and emergency management plan. Additionally SIF are required to provide to Council copies of their public liability insurance prior to the event.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The SIF organisers estimate that 5,000 people participated in SIF across the length of their event. The 2016 event report indicates that approximately 40% of these visitors stay overnight in the Shire.

Results from the independent study by ITESA, show that the economic impact of the street parade and family fiesta day combined is worth \$697,028 to the local economy. This figure does not account for the rest of the event.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The SIF have been involved in the development of this MOU.

As part of their event the SIF undertake significant community and stakeholder engagement.

CONCLUSION

The Swiss Italian Festa is a celebration of a unique aspect of Hepburn's heritage. The proposed MOU helps to secure the financial sustainability of this event and aims to ensure that the event continues to grow over the length of the MOU by providing annual KPI's for the event to meet.

OFFICER'S RECOMMENDATION

That Council:

- 11.4.1. That Council authorises the Chief Executive Officer to sign the 3 year Memorandum of Understanding between the Swiss Italian Festa Committee and Hepburn Shire Council

MOTION

That Council:

- 11.4.1. That Council authorises the Chief Executive Officer to sign the 3 year Memorandum of Understanding between the Swiss Italian Festa Committee and Hepburn Shire Council*

Moved: Cr Don Henderson

Seconded: Cr John Cottrell

Carried

ATTACHMENT 6 - ITESA - INDEPENDENT SURVEY
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 7 - SWISS ITALIAN FESTA 2016 EVALUATION REPORT
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 8 - SWISS ITALIAN FESTA MEMORANDUM OF
UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN
HEPBURN SHIRE COUNCIL AND SWISS ITALIAN FESTA COMMITTEE

Purpose: The Memorandum of Understanding is intended to clarify the roles and responsibilities and to create a working relationship between the Hepburn Shire Council (Council) and Swiss Italian Festa Committee (SIF), to ensure the future sustainability and growth of the Swiss Italian Festa in the Hepburn Shire.

It seeks to ensure that a transparent and accountable agreement is in place between the Hepburn Shire and SIF.

Term: This MOU is for a 3 year period (2017, 2018, 2019) to be reviewed on an annual basis.

Parties: Hepburn Shire Council (ABN 76 845 763 535) of 76 Vincent Street, Daylesford, Victoria 3460.

("HSC")

and

Hepburn Springs Swiss & Italian Festa Inc. (ABN 33 515 457 605) of PO Box 58, Hepburn Springs, Victoria 3461.

("SIF")

Hepburn Shire Sponsorship Support

The Council will provide an annual sponsorship sum of \$10,000 (funding) for the 2017 event, and \$5,000 for the years 2018 & 2019 and up to \$5,000 operational support,

subject to the requirements and provisions of this Memorandum of Understanding (MOU).

Swiss Italian Festa is an annual festival in Hepburn Shire and is attended by thousands annually. SIF has delivered the Festa every year since 1992 as a celebration of heritage, lifestyle and culture.

The funding will be provided by HSC for SIF to assist with conducting a safe, accessible and professional event.

Subject to the receipt of a tax invoice from Swiss Italian Festa at least 14 days prior to the due date, Council will make the sponsorship payments for the event as follows:

Payment – of \$10,000 (100%) (Plus GST) to be paid within 4 weeks of the signing of this MOU and not before July 1st for 2018/19 and July 1st 2019/20 financial years.

1. OPERATIONAL SUPPORT PROVIDED BY COUNCIL

The Hepburn Shire Council will provide the following operational support and services (summarised maximum costings detailed in Appendix A) for the term of the MOU, subject to the outcome of annual evaluations and reviews.

1.1 Four Meeting Event Liaison System

- a. HSC will assist and work with SIF in accordance with HSC's Four Meeting Event Liaison System. Representatives from HSC and SIF will meet as per the following schedule:
 - about 6 months prior to the event
 - about 6 weeks prior to the event
 - about 6 days prior to the event
 - within 3 months after the event
- b. HSC will invite the relevant emergency authorities to attend these meetings where appropriate.

1.2 Waste Management

- a. SIF develop a Waste Management Plan with assistance from HSC, outlining the type and amount of wastes generated, waste management strategies and responsibilities.
- b. HSC will provide up to 20 bins (a combination of general waste and recycling). The bins will be delivered on the Friday prior to the Festa Parade and collected on the Monday following the event by Council. The bins will be delivered to a site negotiated between HSC and SIF.

Additional bins and associated costs will be sourced and met by SIF.

- c. SIF agrees to work with HSC to conduct a Waste Wise event in Daylesford and Hepburn.
- d. SIF is responsible to ensure event locations are left in a clean and tidy condition as per the Waste Management Plan.
- e. A review of the Waste Management Plan will be conducted annually within 8 weeks of the conclusion of the Festa.

1.3 Traffic, Parking, Signage, Pedestrian and Transport Management Plans

- a. SIF and HSC will develop a Traffic Management Plan (TMP) incorporating parking, pedestrian management and the road closures required for the duration of the event. TMP to be completed at least 4 weeks prior to the event
- b. HSC will provide , road closure signs and equipment for road closures, including delivery, installation and collection in accordance with the time schedule as outlined in the TMP.
- c. SIF and HSC will provide suitably qualified and experienced personnel (including traffic controllers where indicated in the TMP) to assist in implementing and maintaining the TMP. All event marshals and traffic controllers will be familiar with the TMP and comply with instructions from relevant authorities (including Victoria Police).

- d. SIF must develop a Parking and Pedestrian Plan for the event weekend. It is SIF's responsibility to provide suitably qualified and experienced personnel to implement the Parking and Pedestrian Plans. Council will provide advice to Swiss Italian Festa in the development of the plan.
- e. HSC will provide and deliver agreed signage for the event weekend. Directional and other signs required for the Parking Plan will be provided by SIF (or Council where available and negotiated in advance).

1.4 Venue and Venue Infrastructure

- a. SIF will provide adequate toilet and wash room facilities (including accessible toilets) in accordance with the requirements of the relevant section of Council (Environmental Health and/or Building).
- b. SIF must annually book the Town Hall if required for the event. The booking will be subject to a security deposit and the Terms and Conditions of Council's standard Hall Hire Agreement.

1.5 Marketing and Communications

- a. HSC will provide promotion of SIF at the Daylesford Regional Visitor Information Centre and Creswick Visitor Information Centre including display space where available for 4 weeks leading up to the event, and for the duration of the event.
- b. HSC will allocate SIF the events signage frames at key entry points to Daylesford from the 1st of October to the end of the Festa. Swiss Italian Festa will supply, install and remove the signs during the approved period.
- c. Council will provide links to Swiss Italian Festa website on HSC website and will include SIF in event calendar listings. SIF must provide information to be included in event calendar listing.
- d. HSC will support the marketing activities of SIF where possible
- e. SIF agrees to provide recognition to HSC via the following mechanism:

- Recognition of the HSC as a Major and/or Government Partner (or equivalent) in all information relating to SIF including its website, marketing material, media releases and communications. The usage of HSC's logo must be in accordance with the directions provided by HSC
- Provide Councillors and Council officer's invitations to official Swiss Italian Festa functions, events and launches.
- Provision of a stall for HSC at appropriate Festa events if requested by HSC in advance
- Provide a half page advertisement in the Festa Guide, if a guide is produced (art work to be supplied by HSC at its expense according to production deadlines and graphical standards).

2. OCCUPATIONAL HEALTH AND SAFETY, RISK AND COMPLIANCE

- a. SIF must comply with all directions from HSC and other authority's requirements in relation to occupational health and safety, local laws, legislation, regulations, standards and codes, and the conditions of use as outlined in facility booking forms.
- b. SIF will obtain and pay all fees associated with the necessary permits, permissions and licenses required to conduct the event from HSC and other authorities. These include, but are not limited to liquor licensing, temporary food premises permits, traffic related permits/permissions, fire safety requirements, plant and equipment use and temporary building permits.
- c. SIF must provide a detailed Risk Management Plan (RMP) and Safety and Emergency Management Plan to HSC in accordance with HSC guidelines and pro-forma plans where available, at least 4 weeks prior to the event. HSC will provide assistance where possible. Plans must be updated continuously as the event date nears, and must be reviewed as soon as practical following the event.

- d. SIF must notify HSC in writing of any incident or accident occurring on Council land or property including any road, reserve or building as soon as possible after the incident or accident has occurred.

3. INDEMNITY AND INSURANCE

- a. SIF will indemnify and keep indemnified and hold harmless HSC, its servants and agents from and against all actions, costs, damages, loss or claims from any activities or decisions arising from the conduct of the Festa, except to the extent caused or contributed to by the negligence or unlawful conduct of HSC or its servants or agents.
- b. SIF must maintain up to date insurances applicable to the event, including Public Liability Insurance for a minimum of \$20 million. The insurance policy must be maintained for the duration of the event (including the planning stages) and a copy of the certificate of compliance must be provided to HSC at least 4 weeks in advance of the event. Stallholders and contractors involved with the event must also have Public Liability Insurance.
- c. If there is any loss or damage to HSC land or property as a result of the event, SIF will immediately notify HSC by making contact with the Events Coordinator (or another HSC officer if the Events Coordinator is not available) and cover restoration, replacement or repair costs of the loss or damage.
- d. SIF will maintain a legal status during the term of this MOU as an Association registered under the Associations Incorporation Act 1981 or another suitable status.

4. STRATEGIC AND BUSINESS PLANNING

- a. SIF will review and update its Business Plan on an annual basis. The Business Plan will include the key objectives for the Festa and specific performance indicators and will be provided to HSC at least 2 months prior to the event.
- b. HSC and SIF will collaborate and exchange information in relation to potential grants and funding applications.

5. KEY PERFORMANCE INDICATORS

The Swiss Italian Festa must aim to meet the following KPI's, which have a focus on developing tourism and economic impacts within Hepburn Shire:

- The SIF must strengthen partnerships with Daylesford Macedon Ranges Regional Tourism Board and Visit Victoria to enhance their support and investment to the event with a goal of securing funding from Visit Victoria and maintaining funding from the multi-cultural office
- Attract state and national media coverage to encourage visitation from inter and intra state visitors to ensure that the number of visitors from outside the local area continues to grow
- Increase the number of overnight visitors who attend the SIF
- Continue significant engagement of local community groups and business

6. REVIEW AND EVALUATION

- a. HSC will assess the achievements against the outcomes within this MOU, and the key objectives contained in the SIF Business Plan with input from SIF
- b. Swiss Italian Festa will attend a post event evaluation meeting with Council and other authorities following the conduct of the event.
- c. Swiss Italian Festa will provide a preliminary report to Council within 8 weeks of the conclusion of the event setting out the information below
 - i. Attendance numbers for Swiss Italian Festa

- ii. Financial estimates, including detailed event budget and fundraising contribution to local community
- iii. Impact assessment on the Hepburn community (positive and negative impacts).
- iv. Media and marketing obtained for the Hepburn Shire region as a result of the event.
- v. Details of specific event operational and other issues associated with the event including recommendations for improvements in future years.

7. DISPUTE RESOLUTION

- a. In the event of a dispute arising out of a failure to meet any of the obligations required by this MOU, either party may give the other party written notice specifying the details of the dispute. Within 7 days, a representative of both parties will agree to meet to resolve the issue.
- b. If a dispute occurs within two weeks of the event date, both parties will agree to meet to resolve the issue within 2 working days of the notice.
- c. If the dispute is unable to be resolved, the matter will be referred to any form of alternative dispute resolution procedure on which the parties agree. Where a mediator is involved, the parties must agree to comply with the mediators instructions.
- d. The charges for the mediation will be paid equally by the parties.
- e. Council will not enter into a dispute resolution procedure for the following issues:
 - 1. The level of Council's financial and in-kind contribution
 - 2. The requirement for Swiss Italian Festa to comply with Council's local laws and other regulations and legislation relating to the conduct of the event.

8. TERMINATION OF MOU

- a. If Swiss Italian Festa is unable to deliver the outcomes specified in this MOU, Council may review the level of sponsorship and operational support provided to the event.
- b. If Council or Swiss Italian Festa is in breach of the terms of this MOU this MOU may be terminated in writing by the Chief Executive Officer of Council.

MOU between Hepburn Shire Council and Swiss Italian Festa

Signed for and on behalf of the Hepburn Shire Council:

_____	_____	_____
Signature of authorised officer	CEO	Date

_____	_____	_____
Witness signature	Witness name	Date

Signed for and on behalf of Swiss Italian Festa

_____	_____	_____
Signature of authorised officer	President	Date
_____	_____	_____
Witness signature	Witness name	Date

Appendix A: Estimate of Hepburn Shire Council's Operational Support

Support Provided	Details	Estimated Cost to HSC
Waste Management	Supply, delivery and collection of bins and lids (as per Waste Management Plan)	\$1,200
Road Closures	Provision of equipment, signage, delivery and installation for road closures. Provision of traffic controllers, Provision of equipment for fireworks closure	\$2,500
Equipment	Tables, chairs, safety vests, marquees (where required). All items subject to	\$600

	equipment being available and SIF completing bookings	
HSC Buildings and grounds	Hepburn Mineral Springs Reserve, on date specified by SIF in October of each year	\$200
Visitor Services	Provision of display space in the Daylesford Regional Visitor Information Centre	\$200
Administration	Office space, computer with internet access, limited black and white copying and phone use	\$100
Advertising Road closure and Fireworks	Access to HSC page in the Advocate one week before the event	\$100
	Total estimated in-kind support	\$4,900

APPENDIX A CONTINUED:

Additional in-kind support provided by Council's Events Coordinator, Council's Manager of Community and Economic Development and other officers (details below). The value of this support has not been costed.

- Development of event memorandum of understanding
- Advice on Traffic Management Plan for Road Closures
- Advice on Risk Management Plan for Event
- Advice on development of an Emergency Management Plan
- Support to identify additional grant funding opportunities and to assist SIF with advice for submission preparation

11.5. **COMMUNITY GRANTS - JULY 2017 RECOMMENDATIONS**
GENERAL MANAGER COMMUNITY SERVICES

In providing this advice to Council as the Community & Economic Development Projects Coordinator, I Michael Hynes have no interests to disclose in this report.

PURPOSE

The purpose of this report is to recommend the allocation of the 2017-2018 Community Grants Program for July 2017.

BACKGROUND

The Community Grants Program allows Council to directly support the work of community groups and organisations as well as provide the chance for innovation across Hepburn Shire. The program funds applications in a number of categories including:

- Sustainable Environment and Vibrant Economy
- Active and Engaged Communities
- Quality Community Infrastructure (including small equipment)

ISSUE/DISCUSSION

The 2017-2018 Community Grants Program opened on 5 July 2017.

A total of nine applications were received for July. The Panel recommends funding five applications in July. Two of other applications were not eligible and officers will continue to work with the other two applicants to meet the Guidelines.

The grant applications were assessed by Council's Community Grant Assessment Team. This team is made up of Community Grants Project Support Officer, the relevant Council Officer to the application (for example Events Coordinator for event applications) and a community member with skills and experience in arts and culture, community development and events. Grant applications were assessed against the following criteria, contained in the Guidelines:

- Description of the Project.
- What will the Project achieve and how will it be implemented?
- Risk Assessment.
- Budget.

To be successfully recommended to Council, the application must meet all Guidelines to the satisfaction of all three Assessment Team members. The Community Grant Project Support Officer and relevant Council Officers continue to work with unsuccessful applicants to meet the Guidelines.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2017-2021:

Strategic Objective:

Active & Engaged Communities

Key Strategic Activity:

3. Support the strength and resilience of the community through delivering actions in areas such as Youth, Libraries, Early Years, Community Planning, Arts and Culture, Events and Community Grants. Monitor emerging social issues impacting the community and demonstrate leadership in advocating to government and other agencies to support the community.

Action:

3.4 Continue to provide community grants to support community projects, events and initiatives.

FINANCIAL IMPLICATIONS

In the 2017-2018 budget, Council has allocated \$32,000 for Community Grants.

At the Ordinary Meeting of Council May 2017, Council resolved to award funding for Kingston Agricultural Society Inc. application for \$2,000 from the 2017-2018 Community Grants Program to be funded after 1 July 2017.

The recommended Community Grants allocation so far this year totals \$2,000 leaving \$30,000 left in the 2017-2018 Community Grants Program.

The recommended funding for July is \$6,842.90, leaving a 2017-2018 Community Grants Program funding balance of \$23,157.10.

RISK IMPLICATIONS

All applicants are required to identify how project risk and safety issues will be managed, and this formed part of the assessment process. Insurance and not-for-profit status is checked for all applications.

All successful applicants are required to sign grant terms and conditions prior to receiving the grant allocation.

There is a system in place for Council officers to monitor receipt of acquittals and follow up of any outstanding acquittals.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

The Community Grants Program supports projects by volunteer community groups. The focus of these projects is to strengthen community resilience and connection, promote sustainability and to assist in the implementation of community priorities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The request for applications for the Community Grants Program was advertised through Council social media, community networks and on Council's webpage. Officer's worked on a one on one basis with applicants.

CONCLUSION

The recommended projects support the objectives of the Community Grant Program Guidelines.

OFFICER'S RECOMMENDATION

That Council:

11.5.1. Award the following five applications to the Community Grants Program for July 2017 to:

Organisation / Club / Group	Total Project Cost	Community Grant Amount	Project Name
Creative Clunes	\$31,500	\$2,000	Enhancing Capacity – Clunes Ceramics Awards
Creswick Football Netball Club	\$3,999	\$1,000	Creswick Imperials Cricket Club – Bowling Machine
Trentham Football Netball Club	\$3,795	\$1,000	Trentham Sportsground Practice Pitch Turf Replacement
Clunes Bowling Club	\$1017.90	\$842.90	Clunes Bowling Club
Rotary Club Daylesford	\$10,000	\$2,000	ARTOBER
Total Community Grant Funding for July, 2017.		\$6,842.90	

MOTION

That Council:

11.5.1. *Award the following five applications to the Community Grants Program for July 2017 to:*

Organisation / Club / Group	Total Project Cost	Community Grant Amount	Project Name
Creative Clunes	\$31,500	\$2,000	Enhancing Capacity – Clunes Ceramics Awards
Creswick Football Netball Club	\$3,999	\$1,000	Creswick Imperials Cricket Club – Bowling Machine
Trentham Football Netball Club	\$3,795	\$1,000	Trentham Sportsground Practice Pitch Turf Replacement
Clunes Bowling Club	\$1017.90	\$842.90	Clunes Bowling Club
Rotary Club Daylesford	\$10,000	\$2,000	ARTOBER
Total Community Grant Funding for July, 2017.		\$6,842.90	

Moved: Cr Greg May

Seconded: Cr Neil Newitt

Carried

Mr Bruce Lucas, General Manager Infrastructure mentioned an error in the 'Officers Recommendation' for item 11.6.5 and requested that 'Suburban Street' be changed to 'West Street'.

11.6. REQUEST FOR APPROVAL TO OPERATE HIGHER MASS LIMIT AND B-DOUBLE VEHICLES ON LOCAL COUNCIL ROADS

GENERAL MANAGER INFRASTRUCTURE

In providing this advice to Council as the Property & Assets Coordinator, I Mahmud Kaiser have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to consider new and renewal requests to use Higher Mass Limit (HML) and B-Double vehicles on local roads.

BACKGROUND

The following requests for new and renewal of existing permits have been received from the National Heavy Vehicle Regulator (NHVR).

Ref	Permit Type	Organisation	Vehicles	Roads	Load Type	Time Frame as per Application	No of Trips (approx)
a) 107905	Renew	Powercor Australia Ltd	Rigid Truck and Jinker	All Local Authority controlled roads	Wooden or Concrete Power Poles	20/07/2017-20/02/2018	When required to perform maintenance /emergency works on power lines.
b) 108349 and 108477	Renew	SDC Bulk Haulage Pty Ltd	Semi-Trailer combination and PBS - 3-axle truck and 5-axle dog trailer	East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St)	Quarry Materials	20/07/2017-20/07/2020	52 Per Year
c) 109223	New	Angelis Haulage Pty Ltd	Semi-Trailer combination	East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St)	General freight	20/07/2017-20/07/2020	12 Per Year
d) 109337	New	Christians Bus Co	Controlled Access Bus	Central Springs Rd, Daylesford (between Bridport St and Midland Hwy); Victoria St, Creswick (between Midland Hwy and Lewers St); Lewers St, Creswick	Passengers	20/07/2017-20/07/2020	250 per year

				(between Victoria St and Raglan St); Raglan St, Creswick (between Lewers St and Lewers St)			
e) 107816 and 107822	Renew	M & T Wilkie Transport Pty Ltd	PBS - 3-axle truck 4-axle dog	West Street, Clunes; Learmonth Road, Clunes; Ligar Street, Clunes; Clunes-Campbelltown Road, Clunes (between Bailey Street and Glengower Road); Angus Street, Clunes; Glengower Road, Clunes (between Clunes-Campbelltown Road and Cotswold Road); Ascot-Creswick Road, Creswick; Luttet Street, Creswick; Victoria Street, Creswick	Quarry Materials	20/07/2017-20/07/2020	24 Per Year
f) 109909	New	RJ & CK Trezise Con P/L	PBS 3-axle truck 4-axle dog	East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St)	Quarry Materials	20/07/2017-20/07/2020	120 Per Year
g) 106911	New	GR and Jan Williamson	Semi-Trailer combination	Smeaton Road, Campbelltown (between Council boundary and Glengower Road); Glengower Road, Mooloort (between Smeaton Road and Clunes-Campbelltown Road); Clunes-Campbelltown Road, Clunes (between Glengower Road and Bailey Street)	Grains (Various)	20/07/2017-20/07/2020	104 Per Year
h) 106918	Renew	Ballarat Dimensional Stone Pty Ltd	PBS - 3-axle truck 4-axle dog	Victoria Street, Creswick (between Albert Street and Reed Street); Reed Street, Creswick (between Victoria Street and Bald Hills Road); Bald	Quarry Materials (Council road-making materials)	20/07/2017-20/07/2020	104 per year

				Hills Road, Creswick (between Reed Street and Gillies Road)			
--	--	--	--	--	--	--	--

ISSUE/DISCUSSION

Council officers have assessed the applications considering the following:

- Community safety
- Local amenity
- Physical limitations of the network
- Economic benefits
- Alternative access
- Cost implications to Council.

The results of the assessments are provided below along with any recommended conditions to be applied to any consent granted by Council.

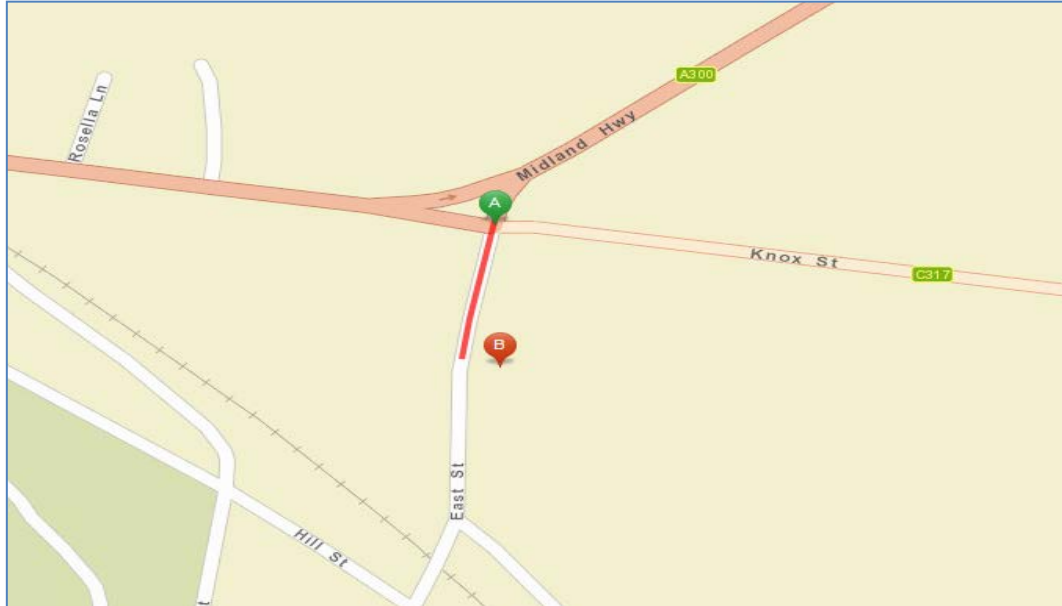
CONSENT REQUESTS

a) Powercor Australia Ltd (Road Manager Request Number 107905):

Powercor Australia Ltd requests that Council grant consent for all Council controlled roads. Powercor requires access for the performance of maintenance/emergency works for the power network as required. Access would be subject to the Standard Conditions.

b) SDC Bulk Haulage Pty Ltd (Road Manager Request Number 108349 and 108477):

SDC Bulk Haulage Pty Ltd requests that Council grants consent for the following route which is shown in the following map:

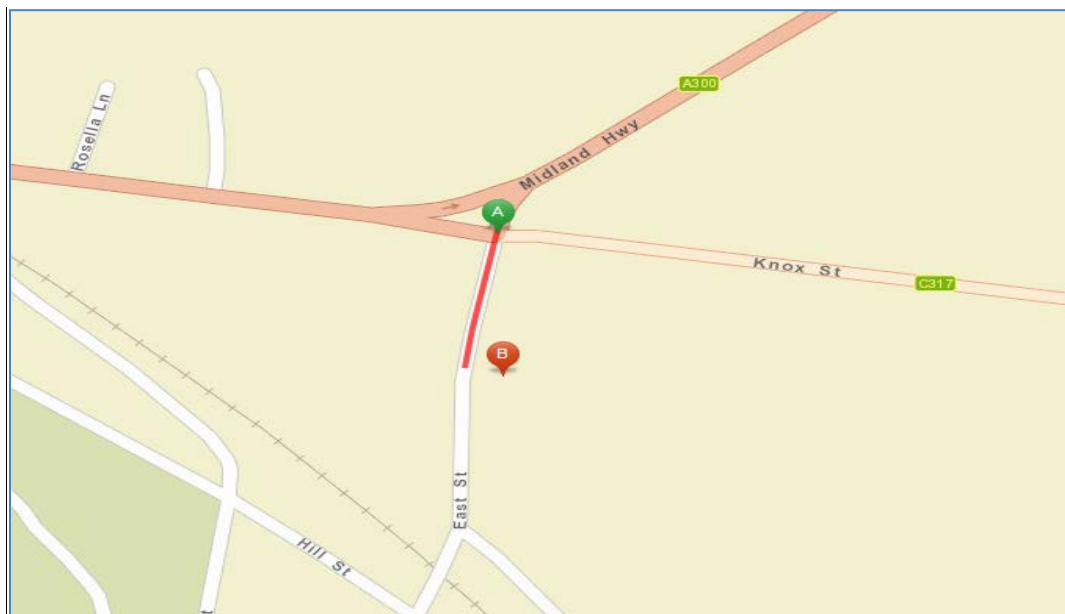


Map b - 1

The requested road has been assessed as being suitable for using Heavy Vehicles subject to the Standard Conditions.

c) Angelis Haulage Pty Ltd (Road Manager Request Number 109223):

Angelis Haulage Pty Ltd request that Council grants consent for the following route which is shown in the following map:



Map c - 1

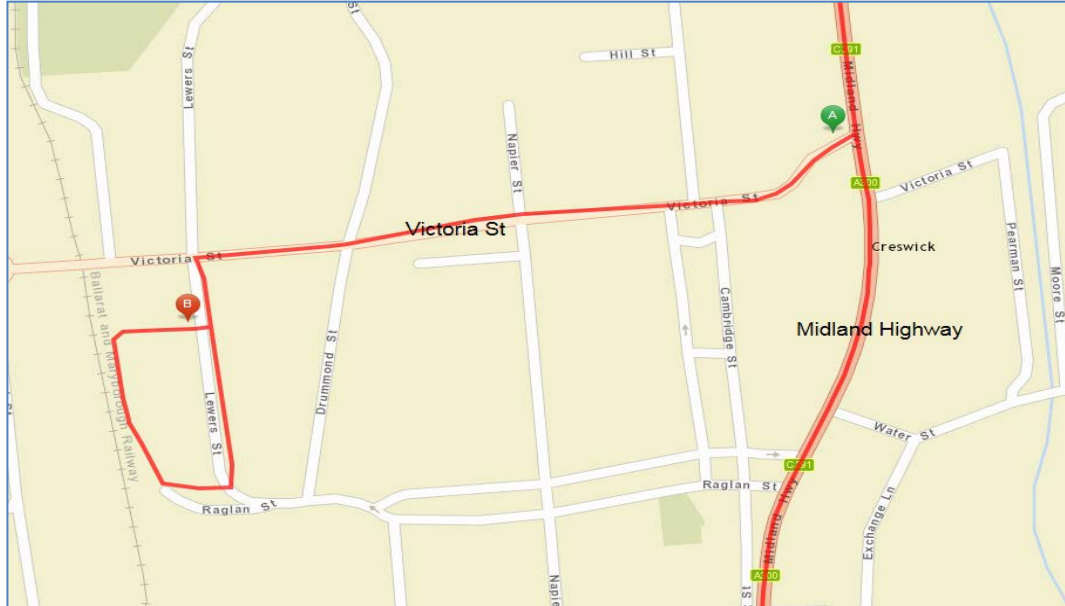
The requested road has been assessed as being suitable for using Heavy Vehicles in accordance with the application subject to the Standard Conditions.

d) Christians Bus Co (Road Manager Request Number 109337):

Christians Bus Co requests that Council grants consent for the following routes which are shown in the following maps:



Map d - 1

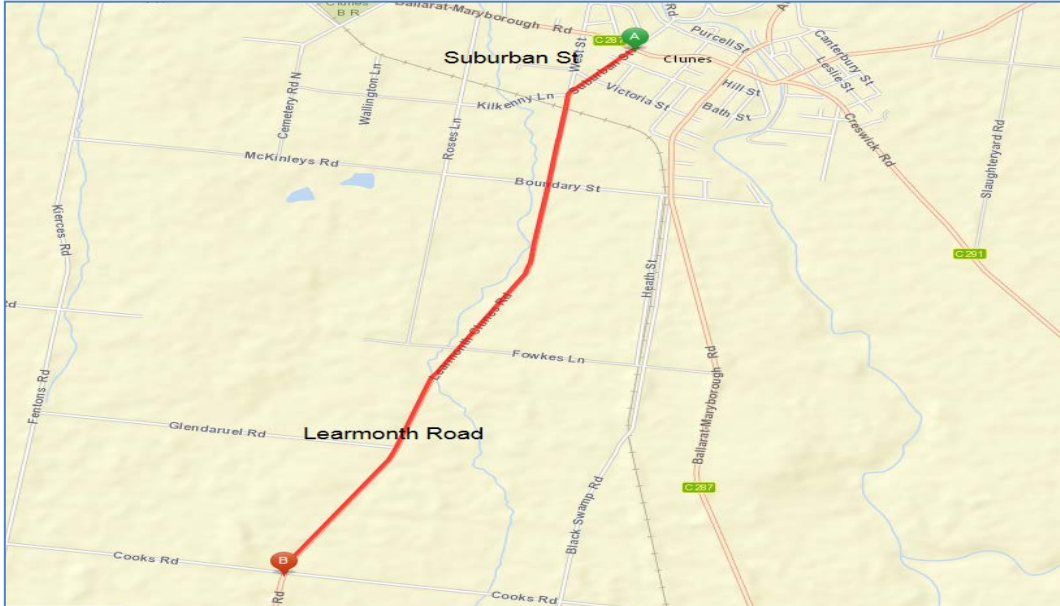


Map d - 2

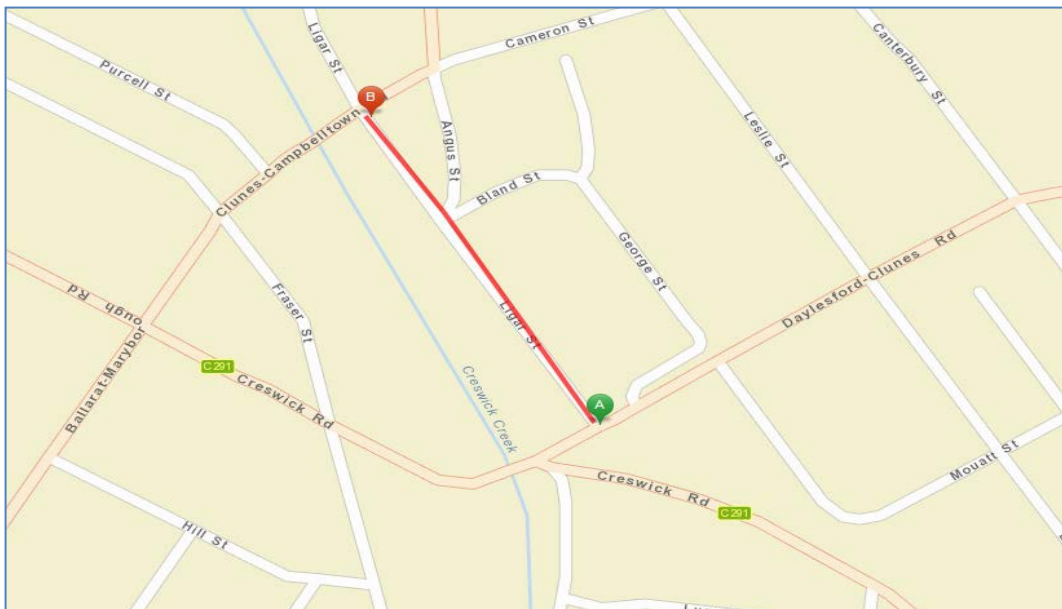
The requested roads have been assessed as being suitable for using the requested vehicles subject to the Standard Conditions.

e) M & T Wilkie Transport Pty Ltd (Road Manager Request Number 107816 and 107822):

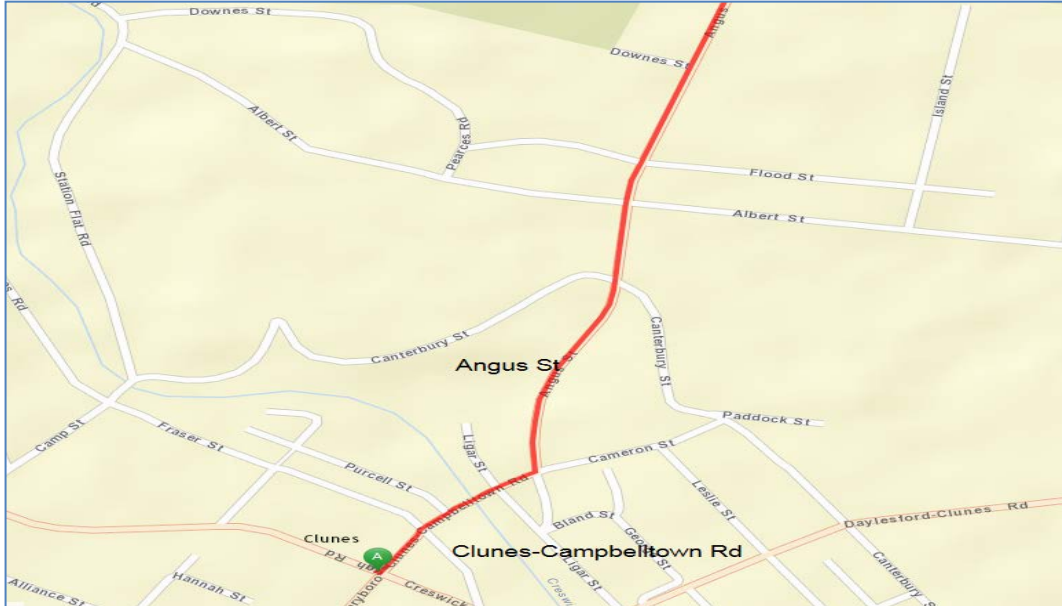
M & T Wilkie Transport Pty Ltd requests that Council grants consent for the following routes which are shown in the following maps:



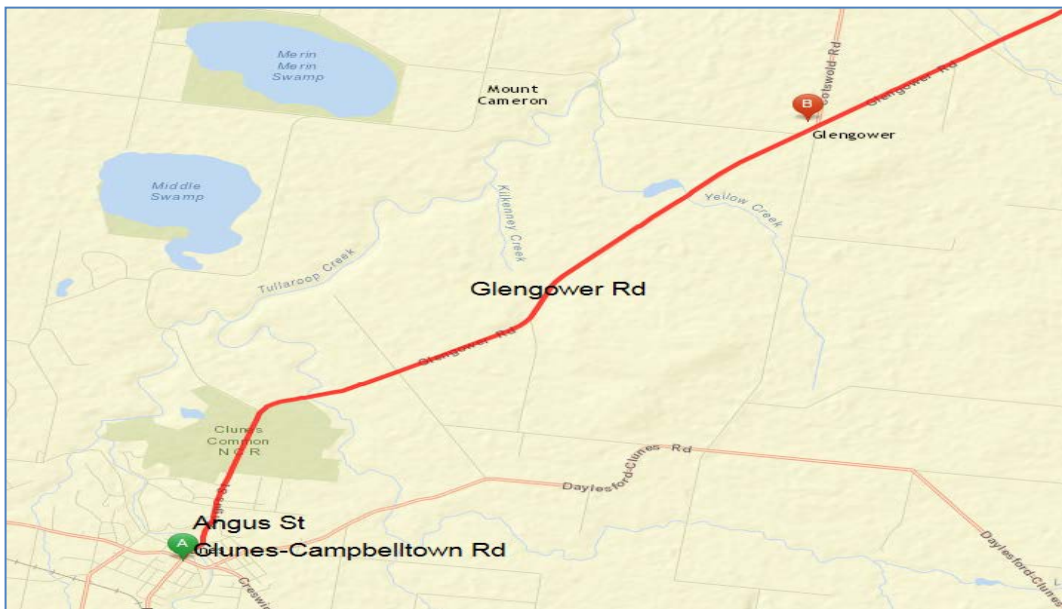
Map e - 1



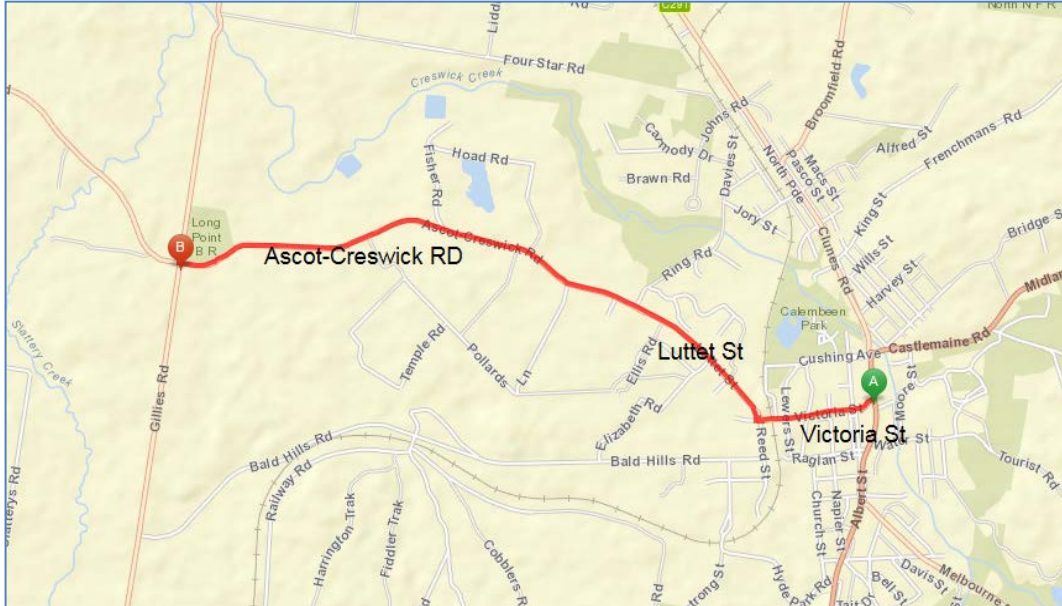
Map e - 2



Map e - 3



Map e - 4

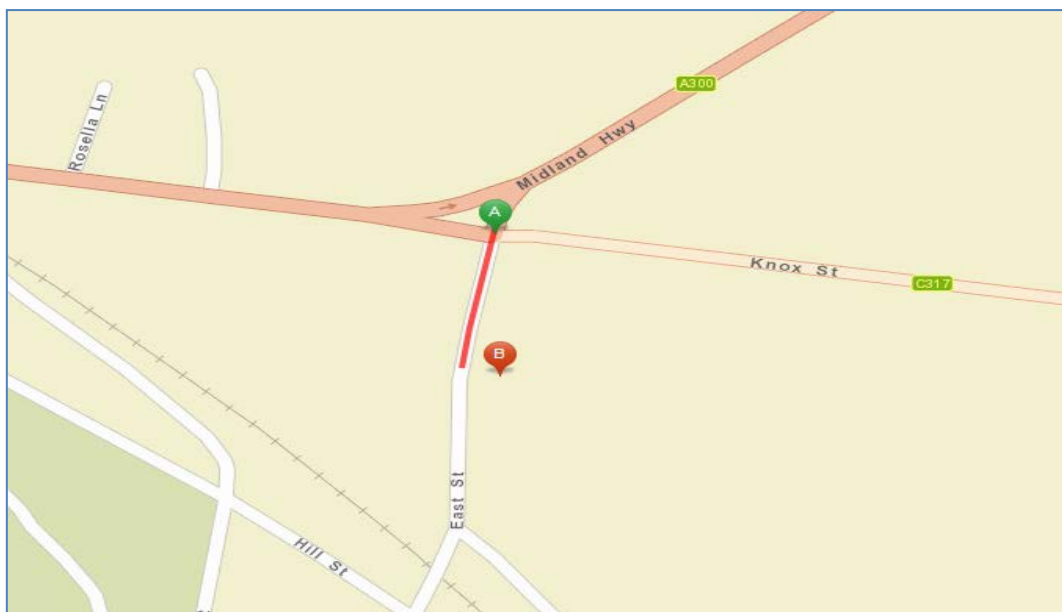


Map e - 5

The requested roads have been assessed as being suitable for using Heavy Vehicles subject to the Standard Conditions.

f) **RJ & CK Trezise Con P/L (Road Manager Request Number 109909):**

RJ & CK Trezise Con P/L requests that Council grants consent for the following route which is shown in the following map:



Map f - 1

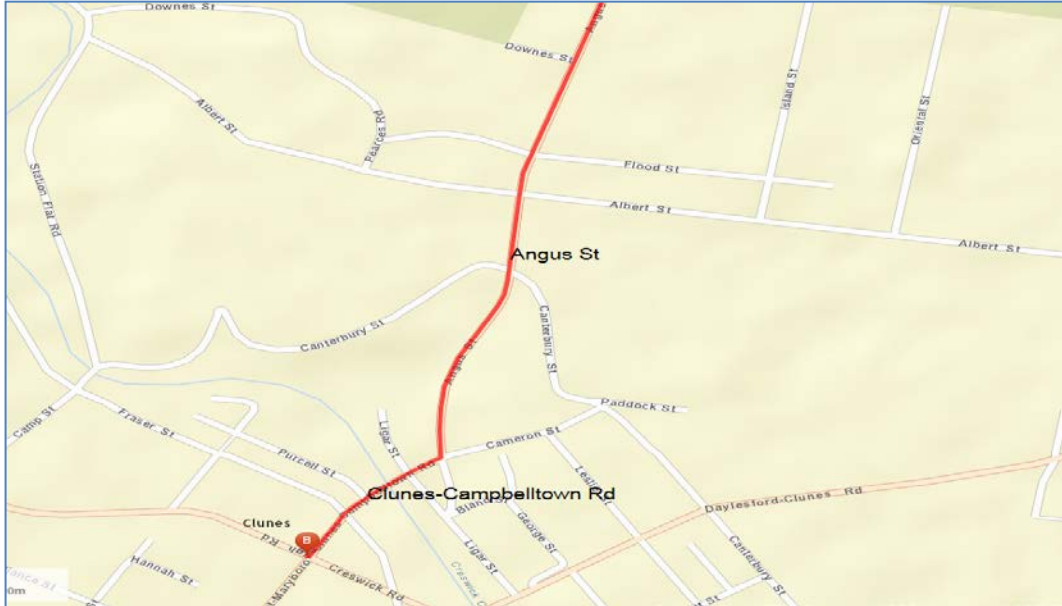
The requested road has been assessed as being suitable for using Heavy Vehicles subject to the Standard Conditions.

g) GR and Jan Williamson (Road Manager Request Number 106911):

GR and Jan Williamson requests that Council grants consent for the following routes which are shown in the following maps:



Map g - 1

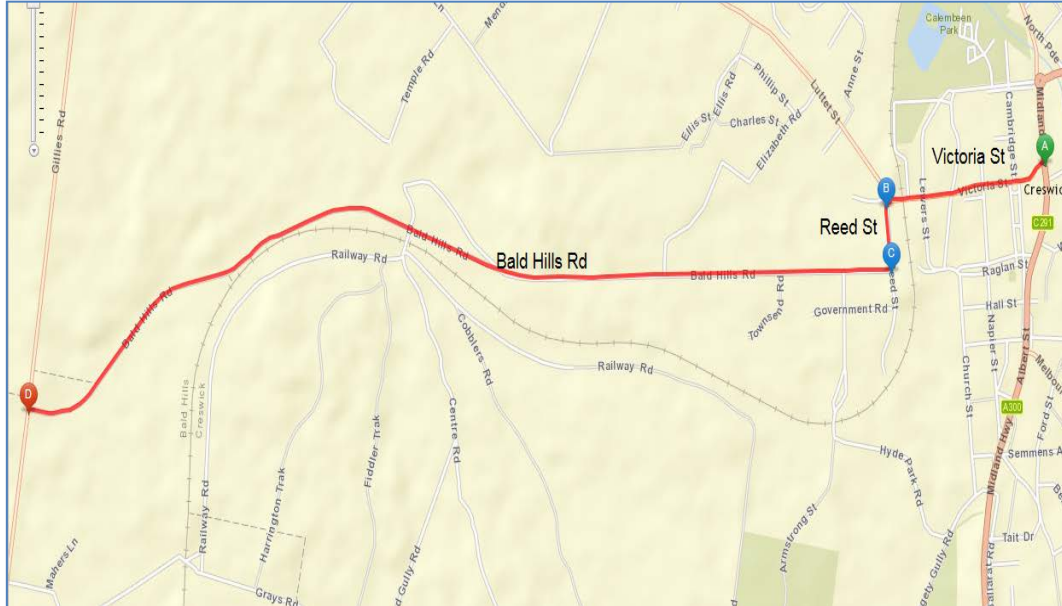


Map g - 2

The requested roads have been assessed as being suitable for using Heavy Vehicles subject to the Standard Conditions.

h) Ballarat Dimensional Stone Pty Ltd (Road Manager Request Number 106918):

Ballarat Dimensional Stone Pty Ltd requests that Council grants consent for the following route which is shown in the following map:



Map h - 1

The requested road has been assessed as being suitable for using Heavy Vehicles subject to the Standard Conditions. This route is required for the purpose of delivery of road-making materials for Council roads.

STANDARD CONDITIONS

It is the responsibility of the above permit holder to pay attention to:

- Overhead cables
- Overhanging trees
- Steep inclines/declines, tight corners and narrow roads
- Must not trim or remove any trees without all approvals being obtained
- The use of compression brakes is to be avoided in residential areas
- Hours of Operation shall be 7:00am to 6:00pm
- Obey the Load Limit Signs for roads and bridges when appropriate

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Council Plan 2013:2017:

Strategic Objective – *Sustainable Environment and a Vibrant Economy*

Key Strategic Activity:

12. Support and develop existing businesses within Hepburn Shire and continue to explore opportunities to diversify Hepburn Shire's Economic base.

FINANCIAL IMPLICATIONS

There are no expected financial implications of granting approval to the above operators to use heavy vehicles on subject Council maintained roads.

RISK IMPLICATIONS

There are no expected specific risk implications of granting approval to the above operators to use heavy vehicles on subject Council maintained roads.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

There are expected to be economic benefits for local business and economic development through granting of consents for access.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

No external engagement was undertaken in relation to these requests. Relevant internal maintenance staff has been involved in assessing these requests.

CONCLUSION

Council has received requests from the National Heavy Vehicle Regulator for consent to the issue of permits to operate HML vehicles on local roads. Following a review of the requests, conditional consent is recommended for the operators as detailed.

OFFICER'S RECOMMENDATION

That Council:

- 11.6.1. Approves Powercor Australia Ltd to use Rigid Truck and Jinker for the period of 7 months commencing 20th of July, 2017 and expiring 20th of February, 2018 on all Council controlled roads, subject to the below conditions:
- 11.6.2. Approves SDC Bulk Haulage Pty Ltd to use Semi-Trailer combination and PBS - 3-axle truck and 5-axle dog trailer for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St), subject to the below conditions:
- 11.6.3. Approves Angelis Haulage Pty Ltd to use Semi-Trailer combination for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St), subject to the below conditions:
- 11.6.4. Approves Christians Bus Co to use Controlled Access Bus for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on Central Springs Rd, Daylesford (between Bridport St and Midland Hwy); Victoria St, Creswick (between Midland Hwy and Lewers St); Lewers St, Creswick (between Victoria St and Raglan St); Raglan St, Creswick (between Lewers St and Lewers St), subject to the below conditions:
- 11.6.5. Approves M & T Wilkie Transport Pty Ltd to use PBS - 3-axle truck 4-axle dog for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on West Street, Clunes; Learmonth Road, Clunes; Ligar Street, Clunes; Clunes-Campbelltown Road, Clunes (between Bailey Street and Glengower Road); Angus Street, Clunes; Glengower Road, Clunes (between Clunes-Campbelltown Road and Cotswold Road); Ascot-Creswick Road, Creswick; Luttet Street, Creswick; Victoria Street, Creswick, Creswick, subject to the below conditions:
- 11.6.6. Approves RJ & CK Trezise Con P/L to use PBS 3-axle truck 4-axle dog for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St), subject to the below conditions:
- 11.6.7. Approves Gr And Jan Williamson to use Semi-Trailer combination for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on Smeaton Road, Campbelltown (between Council boundary and Glengower Road); Glengower Road, Mooloort (between Smeaton Road and Clunes-Campbelltown Road); Clunes-Campbelltown Road, Clunes (between Glengower Road and Bailey Street), subject to the below conditions:

11.6.8. Approves Ballarat Dimensional Stone Pty Ltd to use PBS - 3-axle truck 4-axle dog for the period of 36 months commencing 5th of July, 2017 and expiring 4th of July, 2020 on Victoria Street, Creswick (between Albert Street and Reed Street); Reed Street, Creswick (between Victoria Street and Bald Hills Road); Bald Hills Road, Creswick (between Reed Street and Gillies Road), Creswick, subject to the below conditions:

11.6.9. Provides the above approvals subject to the following conditions:

It is the responsibility of all the above permit holders to pay attention to:

- Overhead cables.
- Overhanging trees.
- Steep inclines/declines, tight corners and narrow roads.
- Must not trim or remove any trees without all approvals being obtained.
- The use of compression brakes is to be avoided in residential areas.
- Hours of Operation shall be 7:00am to 6:00pm.
- Obey the Load Limit Sign for roads and bridges when appropriate.

MOTION

That Council:

11.6.1. *Approves Powercor Australia Ltd to use Rigid Truck and Jinker for the period of 7 months commencing 20th of July, 2017 and expiring 20th of February, 2018 on all Council controlled roads, subject to the below conditions:*

11.6.2. *Approves SDC Bulk Haulage Pty Ltd to use Semi-Trailer combination and PBS - 3-axle truck and 5-axle dog trailer for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St), subject to the below conditions:*

11.6.3. *Approves Angelis Haulage Pty Ltd to use Semi-Trailer combination for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St), subject to the below conditions:*

11.6.4. *Approves Christians Bus Co to use Controlled Access Bus for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on Central Springs Rd, Daylesford (between Bridport St and Midland Hwy); Victoria St, Creswick (between Midland Hwy and Lewers St); Lewers*

St, Creswick (between Victoria St and Raglan St); Raglan St, Creswick (between Lewers St and Lewers St), subject to the below conditions:

- 11.6.5. *Approves M & T Wilkie Transport Pty Ltd to use PBS - 3-axle truck 4-axle dog for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on West Street, Clunes; Learmonth Road, Clunes; Ligar Street, Clunes; Clunes-Campbelltown Road, Clunes (between Bailey Street and Glengower Road); Angus Street, Clunes; Glengower Road, Clunes (between Clunes-Campbelltown Road and Cotswold Road); Ascot-Creswick Road, Creswick; Luttet Street, Creswick; Victoria Street, Creswick, Creswick, subject to the below conditions:*
- 11.6.6. *Approves RJ & CK Trezise Con P/L to use PBS 3-axle truck 4-axle dog for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on East Street, Daylesford (between Midland Hwy and Boral Concrete Plant, East St), subject to the below conditions:*
- 11.6.7. *Approves Gr And Jan Williamson to use Semi-Trailer combination for the period of 36 months commencing 20th of July, 2017 and expiring 20th of July, 2020 on Smeaton Road, Campbelltown (between Council boundary and Glengower Road); Glengower Road, Mooloort (between Smeaton Road and Clunes-Campbelltown Road); Clunes-Campbelltown Road, Clunes (between Glengower Road and Bailey Street), subject to the below conditions:*
- 11.6.8. *Approves Ballarat Dimensional Stone Pty Ltd to use PBS - 3-axle truck 4-axle dog for the period of 36 months commencing 5th of July, 2017 and expiring 4th of July, 2020 on Victoria Street, Creswick (between Albert Street and Reed Street); Reed Street, Creswick (between Victoria Street and Bald Hills Road); Bald Hills Road, Creswick (between Reed Street and Gillies Road), Creswick, subject to the below conditions:*
- 11.6.9. *Provides the above approvals subject to the following conditions:*
- It is the responsibility of all the above permit holders to pay attention to:*
- *Overhead cables.*
 - *Overhanging trees.*
 - *Steep inclines/declines, tight corners and narrow roads.*

- *Must not trim or remove any trees without all approvals being obtained.*
- *The use of compression brakes is to be avoided in residential areas.*
- *Hours of Operation shall be 7:00am to 6:00pm.*
- *Obey the Load Limit Sign for roads and bridges when appropriate.*

Moved: Cr Neil Newitt

Seconded: Cr Greg May

Carried

11.7. **COMMUNITY HOUSING MANAGEMENT**
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 for Council to make a final decision resolve to transfer title of joint venture equity community housing in Trentham and Daylesford and to transfer management of these properties in Clunes.

BACKGROUND

At its April meeting Council resolved to publicly advertise its intention to:

- transfer nine Community Housing properties in Daylesford and Trentham to Community Housing (Vic) Ltd
- transfer the management of six Community Housing properties in Clunes to Community Housing (Vic) Ltd

It also resolved to provide the community with the opportunity to make a submission under Section 223 of the Local Government Act 1989 in relation to the proposed transfer of land and management.

ISSUE/DISCUSSION

Council's intention to transfer the properties was advertised in The Advocate on 26 April 2017. No submissions were received in relation to this. The next steps are for Council to agree to execute the Tripartite Deed of Agreement (Attachment #8), to transfer nine community housing properties in Daylesford and Trentham to Community Housing (Vic) Ltd (CHVL).

Mulcahy and Co. Solicitors have been instructed to prepare Transfers of Land and it is proposed that Council authorise the Mayor and CEO to sign these Transfers s.

The Tripartite Deed divides the properties into two groups:

- Land A where title transfer will occur; and
- Land B for Clunes which is a management transfer only.

Where the deed refers to 'funded agency' this means Hepburn Shire Council while references to the 'registered agency' mean CHVL.

As set out in Clause 2.1(b) of the Tripartite Deed the Director of Housing will provide executed Discharges of Mortgage to CHVL for Land A (listed in Item 2 of the Schedule) to be lodged by CHVL after transfer occurs. The Director will register an interest on those titles as per Clause 4, which means that the properties cannot be sold or otherwise dealt without the Director's consent. It also means that the Director

does not hold a first mortgage on the properties and CHVL can leverage against them.

All transfer costs will be met by CHVL and they will be responsible for all rates and other outgoings.

Council will retain title of the Clunes properties listed in Land B and that mortgage will remain intact. It is proposed to enter into a lease with CHVL to undertake tenancy and property management of these units. This will be the subject of a further report to Council.

The requirement for CHVL to use the contribution from Council for development of 4 new social housing dwellings in Clunes is covered in Item 3 of the Schedule to the Deed. If CHVL does not meet the development requirement the Director can transfer all properties to another Registered Agency.

It is proposed to also enter into a Development Funding Agreement with CHVL to manage staged payments of this contribution subject to agreed milestones being achieved. The Funding Agreement also recognises that Council has equitable interest in these properties based on its cash contribution. The Development Funding Agreement is at Attachment #9).

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Not applicable.

FINANCIAL IMPLICATIONS

Council will forego the annual housing rental income, which was largely offset by the annual expenditure of DHHS rates rebate, maintenance and renewal. All financial implications will be secured by the Tripartite Deed, Development Funding Agreement and proposed lease.

RISK IMPLICATIONS

Registered housing agencies are not-for-profit organisations that provide affordable rental housing for low income households, registered as either housing associations or housing providers under the Housing Act 1983. All registered agencies must comply with Performance Standards and demonstrate skills, expertise and resources to manage a viable social housing business.

In addition the Tripartite Agreement lease and Development Funding Agreement clearly specify respective roles and responsibilities for Council, the Director of Housing and CHVL.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

An increase in affordable rental housing available in Hepburn will assist in attracting and retaining skilled staff, assist in the retention of young people in the community and provide housing opportunities for older people on fixed incomes

COMMUNITY AND STAKEHOLDER ENGAGEMENT

Council's intention to transfer the properties was advertised in The Advocate on 26 April 2017. All current tenants will be informed of Council's resolutions in relation to the transfer.

CONCLUSION

The intention to transfer the properties has been advertised and no submissions received. Endorsement of the Tripartite Deed of Agreement, the Development Funding Agreement and Transfers of Land are the next steps in the transfer process. The transfer of Community Housing, management and the development of four new units will improve local community access to affordable housing

OFFICER'S RECOMMENDATION

That Council:

- 11.7.1 Agrees to execute the Tripartite Deed of Agreement, and Transfers of Land to transfer nine community housing properties in Daylesford and Trentham to Community Housing (Vic) Ltd (CHVL).
- 11.7.2 Authorises the Chief Executive Officer and the Mayor to execute and seal the Tripartite Deed of Agreement, and Transfers of Land for and on behalf of Council; and
- 11.7.3 Approves the Development Funding Agreement between Council and Community Housing (Vic) Ltd and authorises the CEO to sign the Development Funding Agreement.

MOTION

That Council:

- 11.7.1. *Agrees to execute the Tripartite Deed of Agreement, and Transfers of Land to transfer nine community housing properties in Daylesford and Trentham to Community Housing (Vic) Ltd (CHVL).*
- 11.7.2. *Authorises the Chief Executive Officer and the Mayor to execute and seal the Tripartite Deed of Agreement, and Transfers of Land for and on behalf of Council; and*
- 11.7.3. *Approves the Development Funding Agreement between Council and Community Housing (Vic) Ltd and authorises the CEO to sign the Development Funding Agreement.*

Moved: Cr John Cottrell

Seconded: Cr Neil Newitt

Carried

ATTACHMENT 9 - TRIPARTITE AGREEMENT - DIRECTOR OF HOUSING -
HEPBURN SHIRE COUNCIL AND CHVL

funding was provided under the terms of a Funding Agreement, a copy of which is attached as Annexure A.

- E In order to secure performance of the obligations of the Funded Agency under the Funding Agreement, the Director registered or had endorsed on the title to the Land the document referred to in Item 2 of the Schedule.
- F The Registered Agency is a registered housing agency as defined in the Housing Act 1983.
- G The Funded Agency desires to transfer title of Land A to the Registered Agency and to be released from any further obligations under the Funding Agreements and the Registered Agency desires to take a transfer of the Land free from any obligations under the documents referred to in Item 2 of the Schedule but upon the basis that the Director will have an interest in Land A as envisaged by section 107 of the Housing Act 1983 (the Proposal).
- H The Funded Agency desires to transfer management of Land B to the Registered Agency and the Registered Agency desires to accept management of Land B according to an instrument to be agreed between the two parties.
- I The Director is agreeable to the Proposal provided Land A and Land B will be used by the Registered Agency for the provision of accommodation to the target group identified in the Funding Agreement or such other target group or groups as may be agreed by the Director from time to time.
- J The Funded Agency, the Registered Agency and the Director have agreed to enter into this Deed in order to set out their respective acknowledgements, agreements, obligations, rights, entitlements and actions in relation to the putting into effect of the Proposal.

Operative provisions

1 Purpose of Funding

Confirmation by Funded Agency

The Funded Agency confirms to the Registered Agency that the funding provided by the Director under the Funding Agreement was to be used to purchase and/or develop Land A and Land B and that the Funded Agency used the funding for purchasing and/or developing the Land.

2 Transfer of Land A

2.1 Agreements regarding Transfer

The parties agree that within 28 days of the date of this Deed:

- (a) the Funded Agency will provide to the Registered Agency an Instrument of Transfer in registrable form in respect of the Land; and

- (b) The Director will provide to the Registered Agency executed documentation sufficient to enable the Land to be free from any obligations under the document referred to in Item 2 of the Schedule.

2.2 Use after Transfer

The Registered Agency agrees that it will use the Land solely to provide accommodation to the target group identified in the Funding Agreement or such other target group or groups as may be agreed by the Director from time to time.

3 Management of Land B

3.1 Agreements regarding Management

The parties agreed that within 28 days of the date of this Deed:

- (a) the Funded Agency and the Registered Agency will enter into Management Agreement in respect of Land B; and
- (b) the Director will be provided with a copy of the executed Management Agreement.

4 Director's Interest

Agreement as to Director's Interest

As the Funded Agency purchased and/or developed Land A using funding provided by the Director, the Registered Agency and the Director agree that immediately the transfer of the Land from the Funded Agency to the Registered Agency takes effect, the Land is land to which section 107 of the Housing Act 1983 should apply.

5 Funding Agreement

Termination of Funding Deed

The Funded Agency agrees with the Director that the Funding Agreements in respect of Land A shall remain in full force and effect until the transfer of Land A takes effect at which point in time, the Funding Agreements shall terminate, shall be of no further force and effect and each of the Funded Agency and the Director will release each other from any further liability or obligation that is expressed in the Funding Agreement to survive termination of the Funding Agreements.

Schedule

Item 1.1 Land A

Address: 1-3/8 Albert Street, Trentham
1-4/15 North Street, Daylesford
1-2/19 Smith Street, Daylesford

Certificates of Title: Volume 8663 Folio 496
Volume 10204 Folio 114
Volume 10204 Folio 115
Volume 8894 Folio 962

Item 1.2 Land B

Address: 1-6/16 Fraser Street, Clunes

Certificate of Title: Volume 10372 Folio 326

Item 2 Documents

Mortgage Numbers: V916099Q
V916098T
W140562A

Item 3 Development

Within 16 months after transfer of Land A but subject to issue of permits, the Registered Agency must construct a minimum of four new social housing dwellings in Clunes on purchased land (**Development**).

The Funded Agency has agreed to provide a grant of \$589,000 to the Registered Agency as a contribution to the Development. Within 28 days of the date of this Deed the Funded Agency and the Registered Agency will reach agreement regarding the payment of the grant including when the grant will be made available and any documentation over and above this Deed that may be required.

The Registered Agency agrees with the other Parties that it will use its best endeavours to obtain the necessary permits for the Development and ensure completion of the dwellings in accordance with the timeframe specified above.

If there is a failure by the Registered Agency to complete the Development within the specified timeframe and the Registered Agency is not able to demonstrate that it has used its best endeavours to the satisfaction of the Director, the Registered Agency agrees that it will, upon receiving a request from the Director to do so, transfer title of Land A for nil consideration to another registered agency within the meaning of the *Housing Act 1983*, nominated by the Director.

Execution

Executed as a Deed

Hepburn Shire Council (ABN 76 845 763 535)

of 76 Vincent Street, Daylesford Vic 3460

Community Housing (Vic) Ltd
(ACN 112 324 384) of 26-28 Prospect
Street, Box Hill Vic 3128

)
)
)

.....
Authorised Officer

.....
Authorised Officer

.....
Full name

.....
Full name

.....
Office held

.....
Office held

The **CORPORATE SEAL** of the)
DIRECTOR OF HOUSING was hereto)
affixed on the day of.....)
2017)

.....

Annexure A

Funding Agreement

DRAFT

ATTACHMENT 10 - DEVELOPMENT PROJECT FUNDING AGREEMENT -
HEPBURN SHIRE COUNCIL AND COMMUNITY HOUSING

**DEVELOPMENT FUNDING AGREEMENT BETWEEN:
HEPBURN SHIRE COUNCIL AND COMMUNITY HOUSING (VIC) LTD**

PARTIES TO THE AGREEMENT

This agreement is made between:

Hepburn Shire Council

Address: 76 Vincent Street, Daylesford VIC 3460

ABN: 76 845 763 535

and,

Community Housing (Victoria) Ltd

Address: 26-28 Prospect Street, Box Hill, VIC, 3128

ABN: 75 112 324 384

INTRODUCTION

The Clunes Development Project will deliver 4 new 2 bedroom properties in Clunes. The properties will be constructed on land purchased by Community Housing (VIC) Ltd (CHVL) and CHVL will manage the total construction project.

Council's financial contribution of \$589,000 to the Clunes Development Project will be secured through a caveat as set out in Clause 17.

PURPOSE

1. The purpose of this Agreement is to set out the funding arrangements between HSC and CHVL for the Clunes Development Project and the Terms and Conditions for milestone payments.
2. HSC will engage CHVL to manage the Development Project:
 - for an amount of up to \$589,000;
 - for the scope of works detailed below;
 - CHVL will invoice HSC at agreed milestones with funds to be deposited to CHVL designated bank account.

3. HSC will hold an equitable interest in the Development Project as set out in this Agreement – Clause 15 - Equity Arrangements.
4. Hepburn Shire Council will nominate a representative to review the CHVL Progress Report for each milestone to ensure deliverables have been achieved to the required standard.

SCOPE OF WORKS

5. The Development Project will provide 4 new 2 bedroom properties in Clunes. The Development Project will include the following phases:

Phase 1: Site Identification and Purchase

Phase 2: Planning and Building Approvals

Phase 3: Site Preparation

Phase 4: Construction Commence

Phase 5: Construction Complete.

PAYMENTS

6. Payments will be made as set out in the activity deliverables and payments schedule (Appendix 1) following receipt of a Progress Report, approved by HSC, that includes evidence that the deliverables have been achieved. HSC reserves the right to inspect/audit works prior to approving payment. Payments will be made within 28 days of CHVL providing an invoice, once the Progress Report is approved by Council.

VARIATIONS

7. Any variations to the project scope or funding activity schedule deliverables within the agreed funding amount must be submitted by CHVL and approved by HSC. HSC at its absolute discretion may withhold its consent to any requested variation.

STANDARD OF WORKS

8. CHVL will ensure works conform to the Building Code of Australia, are suited for their designated purpose and comply with this funding agreement. All permits and approvals must be received and provided to HSC prior to works commencing.

INSURANCES

9. CHVL indemnifies HSC against all claims arising from conduct of all works undertaken by or on behalf of the CHVL.
10. CHVL and/or its contractors are responsible for Public Liability Insurance, Workcover Insurance and all other insurances relating to carrying out this Development Project.
11. A copy of the Certificate of Currency for all relevant insurances must be provided prior to works commencing.

OCCUPATIONAL HEALTH AND SAFETY, RISK AND COMPLIANCE

12. CHVL must ensure compliance with all of HSC and any other authority's requirements in relation to occupational health and safety, local laws, legislation, regulations, standards and codes.

DISPUTE RESOLUTION

13. In the event of a dispute arising out of a failure to meet any of the obligations required by this Agreement, either party may give the other party written notice specifying the details of the dispute. A representative of both parties will meet to resolve the issue within 7 days.
14. If the dispute is unable to be resolved, the matter will be referred to any form of alternative dispute resolution procedure on which the parties agree. Where a mediator is involved, the parties must agree to comply with the mediators instructions. The cost of the mediator will be shared equally between both parties.

EQUITY ARRANGEMENTS

15. HSC's equity in the Development Project shall be \$589,000 as at the date of this Agreement. HSC's equity in the Development Project during the term of this agreement shall be increased annually in accordance with Melbourne (All Groups) CPI. Whilst HSC's equity in the Development Project will increase annually, no further payments shall be made by HSC to CHVL.
16. The parties agree that in the event of a sale of the completed Development Project, at settlement, CHVL shall pay to HSC the sum calculated in Clause 15 of this Agreement.
17. At settlement of the purchase of the land, HSC shall register a caveat on the Certificate of Title for the land in priority to any other interest to protect and give notice of its interest in the Development Project. Any subsequent dealings with the land by CHVL shall require the written consent of HSC as Caveator.

18. As registered proprietor of the Development Project, CHVL will be entitled to exercise all of the rights of registered proprietor and must take out insurance to meet the usual risks of the Development Project.

Project and Funding Agreement between Hepburn Shire Council and Community Housing (VIC) Ltd

Signed for and on behalf of the Hepburn Shire Council:

_____	_____	_____
Signature of CEO	Print Name	Date

_____	_____	_____
Witness signature	Witness Name	Date

Signed for and on behalf of Community Housing (VIC) Ltd:

_____	_____	_____
Signature of CEO	Print Name	Date

_____	_____	_____
Witness Signature	Witness Name	Date

ACTIVITY DELIVERABLES AND PAYMENTS SCHEDULE

The Milestone Summary and Milestone Detail sets out the maximum amount that each milestone will be funded throughout the project. It is the intention of this agreement that each milestone will be paid based on incurred costs up to the listed amount. Total maximum \$589,000.

MILESTONE SUMMARY

MILESTONE	MAXIMUM PAYMENT AMOUNT	SCHEDULE
1	\$58,900	SEPTEMBER 2017
2	\$147,250	DECEMBER 2017
3	\$147,250	FEBRUARY 2018
4	\$117,800	JUNE 2018
5	\$117,800	SEPTEMBER 2018
TOTAL	\$589,000	

MILESTONE DETAIL

Milestone	Deliverables	Timeframe
1	(1a) Development Funding Agreement signed	
	Development Funding Agreement signed and returned to HSC	
	(1b) Upfront payment for deposit on site	
	Site selected.	
	Amount \$58,900	

Milestone	Deliverables	Timeframe
2	(2a) Settled contract for the purchase of site	
	Copy of settled contract provided to HSC	
	\$147,250	

Milestone	Deliverables	
3	(3a) Planning and Building Permits for construction obtained	
	Building Designs prepared	
	Building Permit for construction granted	
	\$147,250	

Milestone	Deliverables	
4	(4a) Development Lockup	
	Building progressed to 'Lockup'	
	HSC inspection of progress of building	
	\$117,800	

Milestone	Deliverables	
5	(5a) Certificate of Occupancy	
	Development achieves Certificate of Occupancy	
	HSC inspection of building	
	\$117,800	

11.8. RECORD OF ASSEMBLIES OF COUNCILLORS
GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Governance Officer I Tenique Hell have no interests to disclose in this report.

PURPOSE

The purpose of this report is for Council to receive and note Assemblies of Councillors.

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:

- *the subject of a decision of the Council; or*
- *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.

ISSUE/DISCUSSION

The *Local Government Act 1989* (as amended) requires the record of an Assembly of Councillors to be:

1. Reported at an Ordinary Meeting of the Council; and
2. incorporated in the minutes of that Council Meeting.

For this purpose, the following records of Assemblies of Councillors are reported:

Date	Location	Committee Name
06-06-2017	Council Chamber	Council Briefing
20-06-2017	Council Chamber	Pre- Council Briefing

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

11.8.1. *That Council receives and notes the Records of Assemblies of Councillors for the month of June 2017.*

MOTION

11.8.1. *That Council receives and notes the Records of Assemblies of Councillors for the month of June 2017.*

Moved: Cr John Cottrell

Seconded: Cr Greg May

Carried

ATTACHMENT 11 - RECORDS OF ASSEMBLIES OF COUNCILLORS
(ISSUED UNDER SEPARATE COVER)

12. COUNCIL SPECIAL COMMITTEES (SECTION 86)

12.1. RENEWAL OF INSTRUMENTS OF DELEGATION – SECTION 86 COMMITTEES GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Coordinator Governance and Information, I Katherine Toom have no interests to disclose in this report.

PURPOSE

The purpose of this report is to review four Instruments of Delegation to Special Committees (Section 86) of Council.

BACKGROUND

The following four committees have delegation expiry dates of 31 July 2017:

- Glenlyon Recreation Reserve Special Committee
- Dean Recreation Reserve and Tennis Courts Special Committee
- Lyonville Hall Special Committee
- Creswick Museum Special Committee

ISSUE/DISCUSSION

Regularly reviewing and updating Instruments of Delegation is a regulatory requirement and enables Council to manage any changing risks associated with the facilities or Special Committees.

The former Instruments of Delegation were sealed up to three years ago, and therefore a review is prudent to ensure that the Special Committees (Section 86) continue to serve the needs of both Council and the greater community.

The following updates are proposed:

- All Instruments of Delegation to the Special Committees listed above have been extended for a period of four years.
- Lyonville Hall Special Committee - reduce the minimum number of Committee members from seven to five. The Committee currently has only six appointed members and the terms of three of those are due to expire on 31 August 2017.
- Creswick Museum Special Committee - in consultation with the Committee, further collections held in trust have been listed on the Instrument and the minimum hours required of Committee members to be available to volunteer at the Museum has been removed, in recognition of extended opening hours.

Advertisements seeking applications from further members of the public to join any of Hepburn Shire Council's Special Committees have been placed in the local publications and promoted on the Council's website and Facebook page.

COUNCIL PLAN/LEGISLATIVE COMPLIANCE

Under the *Local Government Act 1989*, Council is required to review all delegations to special committees within 12 months of a general election.

FINANCIAL IMPLICATIONS

None identified.

RISK IMPLICATIONS

Regularly reviewing and updating instruments of delegation is a regulatory requirement and enables Council to manage any changing risks associated with the facilities or special committees.

ENVIRONMENTAL/SOCIAL/ECONOMIC IMPLICATIONS

Special Committees comprising community members, encourage positive community involvement and engagement in managing Council owned facilities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The hard work of committee members and volunteers has been, and will continue to be, of considerable value to our local communities and the broader Hepburn Shire.

CONCLUSION

The adoption of these revised Instruments of Delegation will contribute to meeting Council's regulatory requirements for Special Committees and update the arrangements in place for managing these facilities.

OFFICER'S RECOMMENDATION

That Council, in exercise of the powers conferred by Sections 86 and 87 of the Local Government Act 1989 (the Act) resolves that:

- 12.1.1. The Instrument of Delegation for the Glenlyon Recreation Reserve Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.
- 12.1.2. The Instrument of Delegation for the Dean Recreation Reserve and Tennis Courts Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.
- 12.1.3. The Instrument of Delegation for the Lyonville Hall Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.
- 12.1.4. The Instrument of Delegation for the Creswick Museum Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.
- 12.1.5 The powers, duties and functions conferred on the Special Committees by the Instrument must be exercised in accordance with that Instrument and any guidelines or policies Council may from time to time adopt.

MOTION

That Council, in exercise of the powers conferred by Sections 86 and 87 of the Local Government Act 1989 (the Act) resolves that:

- 12.1.1. The Instrument of Delegation for the Glenlyon Recreation Reserve Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.*
- 12.1.2. The Instrument of Delegation for the Dean Recreation Reserve and Tennis Courts Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.*
- 12.1.3. The Instrument of Delegation for the Lyonville Hall Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.*
- 12.1.4. The Instrument of Delegation for the Creswick Museum Special Committee comes into force immediately and the common seal of Council is affixed to the Instrument and remains in force until Council determines to vary or revoke it, or until 31 July 2021.*
- 12.1.5. The powers, duties and functions conferred on the Special Committees by the Instrument must be exercised in accordance with that Instrument and any guidelines or policies Council may from time to time adopt.*

Moved: Cr Neil Newitt

Seconded: Cr Don Henderson

Carried

ATTACHMENT 12 - DRAFT INSTRUMENT OF DELEGATION – GLENLYON
RECREATION RESERVE SPECIAL COMMITTEE
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 13 - DRAFT INSTRUMENT OF DELEGATION – DEAN
RECREATION RESERVE & TENNIS COURTS SPECIAL COMMITTEE
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 14 - DRAFT INSTRUMENT OF DELEGATION – LYONVILLE
HALL SPECIAL COMMITTEE
(ISSUED UNDER SEPARATE COVER)

ATTACHMENT 15 - DRAFT INSTRUMENT OF DELEGATION – CRESWICK
MUSEUM SPECIAL COMMITTEE
(ISSUED UNDER SEPARATE COVER)

12.2. MINUTES OF SPECIAL COMMITTEES (SECTION 86)
GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Governance Officer I Tenique Hell 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 Committees (Section 86).

BACKGROUND

Special Committees are established by Council under section 86 of the *Local Government Act 1989* and their function and responsibilities outlined in an Instrument of Delegation. Under the Instruments 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 Committees, as provided by the committees over the past month, for your information:

- Lyonville Hall Special Committee – 20-6-2017

These minutes have been previously 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 and reports have been provided for noting.

OFFICER'S RECOMMENDATION

12.2.1. That Council receives and notes the minutes of the Special Committees (Section 86) which have been distributed under separate cover:

- Lyonville Hall Special Committee – 20-6-2017

MOTION

12.2.1. *That Council receives and notes the minutes of the Special Committees (Section 86) which have been distributed under separate cover:*

- *Lyonville Hall Special Committee – 20-6-2017*

Moved: Cr Neil Newitt

Seconded: Cr John Cottrell

Carried

13. COUNCIL ADVISORY COMMITTEES

13.1. MINUTES OF ADVISORY COMMITTEES GENERAL MANAGER CORPORATE SERVICES

In providing this advice to Council as the Governance Officer I Tenique Hell 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:

- International Women's Day Advisory Committee Meeting - 27-06-2017
- Audit and Risk Advisory Committee Meeting - 29-05-2017

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

13.1.1. That Council receives and notes the minutes of the following Advisory Committees which have been distributed under separate cover:

- International Women's Day Advisory Committee Meeting - 27-06-2017
- Audit and Risk Advisory Committee Meeting - 29-05-2017

MOTION

13.1.1. *That Council receives and notes the minutes of the following Advisory Committees which have been distributed under separate cover:*

- *International Women's Day Advisory Committee Meeting - 27-06-2017*
- *Audit and Risk Advisory Committee Meeting - 29-05-2017*

Moved: Cr Greg May

Seconded: Cr Neil Newitt

Carried

14. CONFIDENTIAL ITEMS

Nil

15. CLOSE OF MEETING

The meeting closed at 7:02pm
